1884 - 16 Southampton County - Chancery Daughtry, Mills E. et al Vs Edwards, L.Q. et al

"Division of Real Estate"

Edwards, Luther Q.
Cobb, Henry V.

Gripper, K.Q.
Cobb, A.
Cobb, Richard H.
Cobb, Annie L.
Cobb - Carrie F

86

Daughtrey

v. } Bill

Edwards et als

"

1877 April Rules

To the Honorable George Blow Judge of the Circuit Court of Southampton County. In Chancery

Humbly Complaining Sheweth unto your Honor Your Complainant Willis E Dunpton, that heretofore, Viz: prior to the 29th day of May 1876. Lewis R. Edwards and Henry V. Cobb were seized and possessed of a certain lot of land lying and situate in the Town of Franklin Southampton County Virginia supposed to contain one seventh of an acre of land, ~~Which is vacant lot~~ ~~Date Viz: on the day of~~ Said land being held by them jointly and equally, that is they, the undivided moiety each, that is one or about that date, to wit: on the 29th day of May 1876 the said L R Edwards one of the joint owners of said land together with Virginia his wife, granted and conveyed, by Deed of Bargain & Sale the undivided half or moiety in the said land to your Complainant, as will be seen by a Copy ~~of~~ said Deed filed herewith as a part of this Bill and marked "A". That your Complainant did, on the 29th day of May 1876 Execute a Deed of Trust to R R Griffin Trustee, Conveying your Complainants ~~one~~ half of the said lot of land in trust to secure to L R Edwards the payment of the purchase money of same as follows, One note for $326.67 dated May 29th 1876. One note for $312.50 bearing date on same day, and one other note for $312.50 dated the same day, One of which said notes has been fully paid and the other two notes, one for the sum of $312.50 and the other for the sum of $312.50, due on the 1st day of July 1877 and the 1st day of January 1878, as will be seen by a Copy of said deed filed herewith as a part of this Bill and marked "B" respectively, ~~That since~~ That since the 29th day of May 1876 to wit: in the year 1877 the said H. V. Cobb departed this life as this at least intestate, leaving Elizabeth Cobb his wife and Cora A. Cobb, Rich. H. Cobb, Annie L Cobb, and Carrie L Cobb his children, they being Minors under the age of 21 years, to the said widow dower has been assigned out of the whole of the Real Estate of which the said H. V. Cobb her husband died seized, Your Complainant desiring to build on his half of said property, and other areas improve the same is desirous of having a division of the same, which he is informed

he is entitled to demand duly in a Court of Equity when such things are properly Cognizable. Your Orator[ant] Complainant
prays that the said L. R. Edwards, Lucius R. Edwards, ~~Elizabeth Robb~~ Griffin
Richard H. Robb Annie L. Robb and Lewis A. Robb
may be made parties Defendants to this Bill, and required
to answer specially and fully the allegations herein contained,
the said Leora A. Robb, Richard H. Robb, Annie Lee Robb, and
Lewis A. Robb, Minors by W. W. Berry their guardian ad-
litem, this day appointed. That your Honor will ap-
point Suitable and discreet parties as Commissioners, for
the purpose of dividing the same into two Equal parts
or shares, if practicable, that they allot or assign one share
or lot to the said Children of the said H. V. Robb, and the
other share or lot to the said Mills & Daughtry, or his trustee
to be held by him subject to the payment of the notes this
due to the said L. R. Edwards as required by the said
Deed of Trust. And upon a Report of Court. And that your Com-
plainant may have such other and further and General
Relief in the premises as the nature of his Case may require
or to Equity may seem meet.

And your Orator[ant] will ever pray &c

Griffin p.q.

Ms C Daughtry

1853

L R Edwards

Answer of Billie

Cobb

The Separate Answer of Bettie Cobb, widow of Henry V Cobb deceased. To a Bill in Chancery filed against her and others in the Circuit Court of Southampton County by Mrs Daughtry

This Respondent for answer to so much of the Complainants Bill as she is advised it is material for her to make answer to says - That by an order of the County Court of Southampton County, dower has been assigned to her out of the real Estate of which her said husband died seized, with which she is satisfied, and that she therein has no interest in the ~~lot of land~~ lot of land mentioned and described in Complainants Bill as lying in the Town of Franklin and for a division of which the said Complainants has prayed in his said Bill. And having answered the prays to be hence dismissed &c

Signed this 7th day of May 1877

Bettie Cobb
Widow of H V Cobb
deced

Daughters
Deeds
Edwards &c

Southampton Circuit Court, May Term 1877.

Mills E. Daughtrey Plaintiff

against

Custer R Edwards, K.R. Griffin, Bettie Cobb, Admx of H. E. Cobb Cora A. Richard H. Annie L & Carrie T. Cobb Defendants

This day this Cause Came on to be heard on the Bill of the Complainant taken for Confessed as to the Defendants Custer R Edwards & K.R. Griffin on whom process had been duly Served, they still failing to appear & plead answer & demur to the said Bill, on the answer of Cora A. Cobb Richard H Cobb, Annie Lee Cobb & Carrie T Cobb Infants by W.A. Briggs their Guardian ad litem & the answer of Bettie Cobb Widow of H. E. Cobb dec'd this day filed by leave of the Court, with general replication thereto, & Exhibits filed in part argued by Counsel

On Consideration whereof the Court doth Adjudge, Order and decree that C.C. Vaughan, Joseph H. Brumsfield & A. L. Gardner, and hereby Appointed Commissioners to enquire into & report to Court whether partition Can be Conveniently made of the Lot of land lying in the Town of Franklin, Southampton County Virginia, known as the Norfolk Store Lot, situated on the West side of Main Street, and bounded by the Hotel Lot on the South & West, the Vaughan Lot on the North & Main Street on the East, and how held in Moieties by the heirs of H. E. Cobb dec'd and M. E. Daughtrey, and if not whether the interest of the parties interested, will be promoted by the Sale of the whole Lot, and report the said facts to Court together with any Matter which they may be deemed pertinent. A Copy,

Teste, Jas R Tyler D.C

Exhibit
"A"

Recorded
Page 39.

This Deed made this 29th day of May 1876 between Luther R Edwards and Virginia M his wife parties of the first part and Mills & Daughty parties (all of the County of Southampton State of Virginia) of the second part witnesseth that in consideration of the sum of one thousand two hundred and fifty dollars paid by the said Mills & Daughty unto them the said Luther R Edwards & Virginia M his wife, the receipt whereof is hereby acknowledged they the said Luther R Edwards and Virginia M his wife, do grant with general warranty unto the said Mills & Daughty the following real property to wit the half of a certain lot or parcel of land lying in the Town of Franklin and bounded as follows, On the East by Main Street on the South by the hotel lot belonging to the Estate of Richard Barrett deceased. On the West by said hotel lot and North by lot owned by Mrs Vaughan and bought by him from Turpin Holland. The interest Conveyed by this deed is the entire interest held by said Edwards & wife in said lot above described, that is undivided half the remaining half being owned by A Webb. The whole of said lot Containing by Estimation one seventh (1/7) acre more or less, and is known as the Barfield Store house lot, together with all improvements on said lot belonging to said Edwards & wife. Witness the following signatures and seals.

Luther R. Edwards (Seal)
Virginia M. Edwards (Seal)

Interlining was done
before signing.

Southampton County, to wit:

I. K. R. Griffin a Notary Public for the county aforesaid in the State of Virginia, do certify that Luther R. Edwards whose name is signed to the foregoing writing bearing date on the 29th day of May 1876, acknowledged the same to be his act before me in my county aforesaid. And I, K. R. Griffin a Notary Public as aforesaid do further certify that Virginia M. Edwards the wife of Luther R. Edwards whose names are signed to the writing foregoing bearing date on the 29th day of May 1876, personally appeared before me in my county aforesaid, and being examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she, the said Virginia M. Edwards acknowledged the said writing to be her act and declared that she had willingly executed the same and that she does not wish to retract it.

Given under my hand this 30th day of May 1876.

K. R. Griffin N. P.

Southampton County, Sct The Clerk's Office May 8th 1877.

This Deed of Bargain and Sale from Luther R. Edwards & wife to Wills E. Daughtrey, was this day received and with the certificate thereto annexed, admitted to record.

A Copy,

Teste, L R. Edwards CC

= ~~1687~~

Daughtridge

v. } Stat: Rules

Edwards &c

In Southampton Circuit Court

Mills E Daughtrey

against

Luther R Edwards K R Griffin

Elizabeth Bettie Cobb, Cora A Cobb. Richard H. Cobb. Annie L Cobb & Carrie F. Cobb

1877 March 21 Summons issued

" April 8 " Ret'd Executed on Dfts Edwards. Griffin

" " D. Nisi as them & Bettie Cobb W.W. Briggs appointed guardian ad litem to infant Dfts

" May " " Bill taken for Confessed & Cause set for hearing as to the adult Dfts.

1877 May 5. Decree

" Nov " Court

1878 May " Report and decree for sale

" Nov " Decree for resale

1879 May " Report & decree for resale

1880 " Report & decree &c

1882 " Report filed and decree as filed

Daughtrey

vs } Exhibit "B."

Edwards et als

"

This Deed made this 29th day of May 1876 between Mills E. Daughtrey, grantor of the first part and K. A. Griffin Chosen as trustee of the second part (all of the County of Southampton State of Virginia, witnesseth: that the said Mills E. Daughtrey doth grant with general warranty unto the said K. A. Griffin, trustee, the following real property to wit: his the said Daughtrey's undivided half in a certain lot or parcel of land lying in the Town of Franklin in the aforesaid County of Southampton State of Virginia, and bounded as follows: on the east by main Street and the South by the hotel lot belonging to the estate of Richard Barrett deceased; on the west by said hotel lot and on the north, by lot owned by E. E. Vaughan and bought by him from Frank Holland, containing (the whole lot) by estimate one seventh (1/7) acres, more or less, it being the interest bought by said Daughtrey from Luther R. Edwards, in trust to secure the following debts to wit: one note for Three hundred twenty six and 50/100 dollars ($326.50/100) dated May 29th 1876 with interest and due January 1st 1877, one note for Three hundred & twelve dollars and fifty cents ($312.50) dated May 29th 1876, and due with interest July 1st 1877, and one note of Three hundred Twelve & 50/100 dollars ($312.50) dated May 29th 1876 and due with interest January 1st 1878 all of said notes due Luther R. Edwards Interlining was done before signing

Witness the following signatures and seals.

Mills E. Daughtrey (Seal)

State of Virginia,
County of Southampton, to wit:

I, J. W. Duke a Justice of the Peace for the county aforesaid, do certify that M. E. Daughtrey whose name is signed to the writing ~~are~~ on the preceding page, bearing date on the 29th day of May 1876, has acknowledged the same before me in my County aforesaid.

Given under my hand this the 29th day of May 1876.

J. W. Duke J. P.

Southampton County, In the Clerk's Office June 19th 1876.
This Deed of Trust from W. A. Daughtrey to R. R. Griffin, Trustee, for the benefit of Luther R. Edwards, was this day received and with the Certificate thereto annexed, admitted to record.

Teste, S. R. Edwards C. C.

A Copy,

Teste, S. R. Edwards C. C.

Daughtery

vs.

Edwards &c als

1877 April Rules

March 31st 1877. I acknowledge the service of the
process - K R Griffin - Sheriff. I also delivered
to Miss Elizabeth Cobb and L R Edwards
a copy of same on same day.

K R Griffin

Sworn to & Subscribed before me this 2d day of April 1877.

L R Edwards Clk

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON S. K. Edwards, W. K. Griffin, Trustee Mrs. Bettie Cobb the widow of H. B. Cobb dec. Cora A. Richard H. Annie Lee & Carrie F. Cobb the four last named Infants, by A. W. Briggs, their guardian ad litem—

if they be found within your bailiwick, to appear at the Clerk's Office of our Circuit Court of Southampton County at the rules to be holden for the said Court, on the first Monday in April next to answer a bill in Chancery Exhibited against them in our said Court by Mills E. Daughtery (

And have then there this writ.

WITNESS, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House, this 29th day of March, 1877, in the 101st year of the Commonwealth.

S. K. Edwards C.C.

Daughtrey

v. } Summ Chy

Edwards et al

1877 April Rules

Griffin p.q.

Executed by delivering
E.R. Edwards & K.R. Griffin
each a copy of this
Summons on the 23rd day
of March 1877

W.W. Briggs Shff

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON L. R. Edwards, K. R. Griffin Trustee, Dora A. Cobb. Richard N. Cobb. Annie Lee Cobb & Carrie F. Cobb

if they be found within your bailiwick, to appear at the Clerk's Office of our Circuit Court of Southampton County at the rules to be holden for the said Court, on the first Monday in April next —— to answer a bill in Chancery exhibited against them in our said Court by Mills E Daughtrey

And have then there this writ.

WITNESS, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House, this 21st day of March, 1877, in the 101st year of the Commonwealth.

L. R. Edwards clk

Daughtry
vs
Edwards
and
Dawson
vs
Cobb & others

Commissioner R. R.
Griffin's report and
vouchers enclosed

March 10th 1884

1884. March 10th
Filed. J. B. P. C.C.

Daughtrey
vs
Edwards
and
Lawrence
vs
Cobb admr

Commissioners Report

The undersigned commissioner begs leave to report that in obedience to the decree in these causes entered at the November Term 1882 he withdrew the two bonds of A. A. Holland of $428.34 cts and collected the same and as directed executed to A. A. Holland a deed with special warranty and paid out the same as follows,

		$ cts
Amount of the two Bonds of A.A. Holland received		900.91
Paid to Sudlow-Lawrence	240	
" " Spikes Beale	120.41	
" " Hillory Vaughan	121.41	
" " J. H. Gray	96.14	
" " R. R. Griffin (self)	10.00	607.96
		$292.95

Your commissioner reports further that another decree of $173.72 cts was proved against the estate in favor of Isham Cobb and

and that the heirs at Law of H. C. Cobb
died paid the same to Wm B Shands
as attorny for Julius Cobb and that the
said Wm B. Shands herewith file the
receipt of the said Julius Cobb. Your commissioner reports
further that the balance reports in his
hands belongs to Sabastine Lewis the property
having been sold to pay his deputy
bonds and this amount was left over
All the debts being paid the commissioner
reports the case is ready to be removed
from the docket All of which is respectfully
submitted by

R. R. Griffin
Commissioner by
Wm B Shands for him

Know all men by these presents, that we K. Kennedy R. Griffin and M. E. Daughtry are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of three thousand dollars, to which payment well and truly to be made, we bind ourselves our heirs, executors and administrators jointly & severally, firmly by these presents and we the obligors herein hereby waive the benefit of our homestead exemptions as to this obligation. Sealed with our seals and dated this 26th day of September AD 1878.

The condition of the above obligation is such, that whereas the above bound K. R. Griffin has by a decree of the Circuit Court of Southampton County rendered on the 10th day of May 1878 in a certain suit in Chancery in said Court depending in which Mills E. Daughtry is Plaintiff and Luther R. Edwards & others Defendants, appointed Special Commissioner for certain purposes in said decree.

Now if the said K. R. Griffin shall faithfully perform the duties under the said decree and all other decrees to be entered in said suit, then the above obligation to be void, or else to remain in full force and virtue.

K. R. Griffin (Seal)

M. E. Daughtry (Seal)

Daughtry

vs } County Bond

Edwards & Co.

1878. Sept. 26.

Recorded

Page 52

Southampton Circuit Court Clerks Office.
26th day of September 1878.
This Bond was acknowledged by M.C. Griffin and M. E. Daughtry the obligors therein and the said M. E. Daughtry the obligatrix therein and the same was duly notified on record as required by according to law.
L. R. Tyler D.C.

To the Hon

George ~~T~~ Blow

Judge of the Circuit Court of Southampton County.

We the undersigned Commissioners appointed at the May term of the Circuit Court of Southampton County for the purpose of dividing in kind if practicable, allotting, or assigning, or recommending the sale of the certain lot a parcel of land lying in the town of Franklin, situated on Main street and bounded by said Main street, and by the lands of Richard Barrett and Cecil B Vaughan - of which M.E Daughtry and Henry V Cobb ~~on~~ in his life time were seized and possessed, beg leave to make the following report to wit that, finding it impracticable ~~to divide in kind~~, assign or allot said lot a parcel of land, we recommend its sale in the following manner. That the lot be divided into two lots of following dimensions - lot No 1 on which the dwelling house is situated commencing at the intersection of Main street and the boundary between said lot and C-B Vaughan's lot thence in a southerly direction along the western boundary of Main street 44 1/2 feet thence along a line at right angles with Main street 82 1/3 feet to the land of

Richard Barrett - thence southerly along a line parallel with Main Street - said line being boundary between the said land of Richard Barrett and this lot 44 1/2 feet to the land of Le Le Vaughn thence to Main Street at the point of beginning -

2nd lot No 2

Commencing at the intersection of Main Street with the Northern boundary of the Barrett hotel yard - thence in a northerly direction up Main Street western boundary 32 feet - thence along a line at right angles with Main Street 82 1/3 feet to the land of Richard Barrett - thence along the boundary between said Barrett land and this lot parallel with Main Street 32 feet to said Barrett's land or yard thence in an easterly direction to point of beginning. That we recommend that a right of way two feet wide which shall be the joint property of the owners of lots No One & No two, and which shall not be closed up except with the wish and consent of the owner or owners of lots No One and No 2, shall extend from Main Street throughout the entire length of said lots to the Barrett land - separating said lots - but nothing shall in any manner prevent the owner a owners of these lots with his, or their wife and consent, from closing up said right of way and converting it into any use to which the remainder of said lot now being divided shall be put. That we put the following valuation on

and lots to wit

Lot No 1 Eighteen hundred dollars 1800

Lot " 2 Seven hundred dollars 700

aggregating in value $2500

And that we recommend the sale of said lots to be laid off as above described, in such manner and on such terms as Your Honor shall deem just and equitable to the owners, M E Doughtry to whom belongs one half of said property and the four minor children. Ena A Cobb. Richard H Cobb. Annie Lu Cobb and Caroline F Cobb the children of said Henry V Cobb. All of which is respectfully submitted.

Cecil C. Vaughan
Joseph G. Crumpler
A L. Gardner
} Commissioners

Daughtry
259
Edwards Darden

Report of Commissioners

To the Hon George Blow judge of the Circuit Court of Southampton County

The undersigned Special Commissioner appointed at the May Term (1878) of the Circuit Court of Southampton County, in the suit of Daughty against Edwards and others, to sell certain real Estate lying in the town of Franklin, begs leave to report as follows, that after a division of said property into two separate and distinct lots and after thirty days notice of time and place of sale as required by decree directing said sale, he proceeded to sell, on Saturday the 28th day of September 1878 at public Auction to the highest bidder the store house lot designated in a former report of Commissioners in the aforesaid suit as lot No 1, fronting on Main Street 43½ feet and bounded as follows, Commencing at the intersection of Main Street and the boundary between said lot and C.C. Vaughan thence South along Main Street 43½ feet, thence along a line at right angles with Main Street 82⅞ feet to Barnetts lot, thence North along the line of Barnetts lot 43½ feet to Vaughans lot, thence East to Main Street, the point of beginning, At which sale E. B. Downing, of the City of Norfolk, became the purchaser for the sum of $355.00, that being the highest bid made, paying in Cash one fourth of said amount, to wit the sum of $88.75. But your Commissioner reports that the said Downing failed to Comply fully with the terms of the sale by the execution and delivery of bonds with approved security for the deferred payments as required by decree.

And your Commissioner reports further, that on the same day

be sold at public auction the vacant lot and designated in the aforesaid Commissioners report Lot No 2. and bounds as follows, Commencing at the intersection of Main Street and the line of the Barnett hotel lot thence North along Main Street 27½ feet thence along a line at right angles with Main Street 82½ feet to the Barnett lot thence South along the line of Barnetts lot 27½ feet thence East to Main Street the point of beginning leaving a space of 9 feet between lots No 1 & 2 as a pass way, only to be closed by the joint consent of the purchasers of said lots, when 4½ feet will be added to each lot at which sale Miller E. Daughtry of the town of Franklin became the purchaser for the sum of $660.00. that being the highest bid made for same.

And your Commissioner reports that inasmuch as one half of the proceeds of the sale of both lots is due the said Daughtry, the amount of his purchase price being much less than the half of amount of sales he claims it is unnecessary for him to pay any money or execute bonds for the deferred payments, and has therefore failed to comply with the terms as required & be given by the decree.

Respectfully
K R Griffin
Special Commissioner

Daughtry vs Edwards
And
Lawrence vs Cobb adr

Report of Commissioner
Griffin

To the Hon Geo T Bliss Judge of the Circuit Court of Southampton County

The undersigned Special Commissioner in the Chancery Causes of Daughtry vs Edwards &c, and Saunders vs Keith's administrator who was directed by a decree of this Court made at its November Term 1881 to withdraw from the papers of this cause, the bonds of S Lewis and Unity for the purpose of collecting the same; and to execute and deliver unto W H Daughtry a good and perfect deed with special warranty for that part of the Storfleet lot of land lying on the West side of Main Street in the Town of Franklin designated by a former report of Commissioners in this Cause as lot No 2, which the said Daughtry purchased under a former decree of this Court begs leave to report as follows: that in pursuance of said decree he withdrew from the papers in this cause, after executing his receipt for the same to the Clerk of this Court, the bonds above mentioned. that is to say, the two remaining bonds due and then unpaid, and attempted to collect the same, but the said Lewis refused and neglected and refused to pay the same, or either of them, notwithstanding one of them was due and payable in the month of February 1881 - the other falling due February 1882 - both of which still remaining due and unpaid. - and that he has instituted a suit on the same

Som Commissioner further report that in accordance with the aforesaid decree he executed and delivered to the said M. E. Daughtry a deed of special warranty for the lot designated in this cause as lot no 2.

And Som Commission beg to report specially, that D. Lewis purchaser of lot designated as lot no 1 is in an insolvent condition and therefore unable to pay the two remaining bonds remaining unpaid and would therefore respectfully suggest that the said lot (no 1) be resold in order that funds may be realised out of which to settle the claims outstanding against the Estate of H. V. Cobb decd as stated by report of Commission Tyler filed with the papers in this cause.

Som Commission files with this report the receipts for money paid out under a former decree in this cause which were reported last at the fall term of this Court.

R. R. Griffin
Spl Commissioner

Daughtry

vs.

Edwards et al

Com. Report

1879 May

To the Hon George Blow, Judge of the Circuit-Court of Southampton County

The undersigned Commissioner appointed at the May term of the Circuit-Court (1878) of Southampton County, in the suit of Doughty against Edwards and others, to sell a certain lot lying in the town of Franklin fully described in the bill of the complainant after a decree of the same; And directed by a subsequent decree, to wit at the November term (1878) of said Court to sell at public auction, so much of said lot as is embraced in lot No 1. made former report of the Commissioner after thirty days notice of time and place of sale, unless C. B. Downing, the purchaser of said lot at the first sale of your Commissioner, came forward within thirty days after notice of said last decree, and fully complied with the terms of said sale, begs leave to report:-

That the said Downing failed to comply with the terms of sale as directed by said decree, And that your Commissioner after thirty days notice of the time and place of sale, did resell said lot No 1 in the town of Franklin, at public auction, on the 8th day of February 1879. Terms in accordance with said decree, to wit- One fourth Cash, the balance on a credit of one, two and three years, At which sale Sabastian Lewis became the purchaser for the sum of $585.00 That being the highest bid made, And your Commissioner reports further that the said Lewis has not paid any cash, but on the 30th day of April 1879. gave his

note for the sum of $400.00 payable 30 days after date, which note has been accepted by Joel H Cutcheon. Your Commissioner further reports that that the said Lewis has up to this time failed to ~~pay~~ ~~further with the terms of~~ ~~complied by the operation~~ ~~of this~~ & to execute his bonds for the deferred payments.

Your Commissioner would therefore respectfully suggest that another rule be ordered unless the said Lewis shall within thirty days after notice of this decree fully comply with the terms of the sale of said lot and that he be required to reinstate the building on said lot for the benefit of the parties interested in the proceeds of the sale of the same

Respectfully Submitted
R.R. Griffin Com

Daughtry
vs
Edwards and others

Com- Report-

To the Hon George Blow, Judge of the Circuit Court of South-
ampton County

The undersigned Special Commissioner appointed at the May term of the Circuit Court (1878) to sell a certain lot of land lying in the town of Franklin, and fully described in the bill of the Complainants designated as lot no I, ofers a decision of the same as above mentioned - begs leave to report - that after having sold said lot at public auction to E A Blowing, and he having failed to comply with the terms of the sale, your Commissioner was by a subsequent decree, to wit, at the November term of the Circuit Court, (1878) directed to resell at public auction the aforesaid lot of land designated as lot no I in a former report: That in obedience to said decree your Commissioner resold the same at public auction, at which sale Salathiel Lewis became the purchaser for the sum of $1585.00; that at the May term of this Court your Commissioner reported said sale, but that the said Lewis had failed to comply with the terms of sale at that time, and thereupon it was ordered that he be given (30) thirty days from notice of said decree to comply with the terms of the same; and that within the time allowed for a full compliance therewith the said Lewis came forward and paid $400 in cash of the purchase money and executed his three several bonds for the deferred payment with Elisha Lewis as his security - each for the sum of $395.00 and payable one, two and three years after date, and as such security the said Lewis assigned to your Commissioner a policy of insurance for One thousand dollars, which has been filed with the papers in this cause, as appears of the Report
to gether with the bonds for the deferred payment of purchase money

Your Commissioner reports the Costs of Sale and Expenses of Sale ~~as follows~~; as follows:

		$
Clerks Costs (up to May term 1878)		8.04
Sheriffs		1.00
K R Griffin		1.50
Com Sales - (Deposition)		~~5.00~~
J B Bozeman "		.50
Chas Smead "		.50
W H Glover "		.50
D H C "		.50
John H Lawrence		1.00
Attys' Fee		16.50
Advertising (Sale No 1)		4.00
" " (" " 2)		4.00
Auctioneers fee (" " 1)		7.50
" " (" " 2)		7.50
Attys' Fee (Deposition Attorneys)		5.00
Commissions 2% on $1945.00		38.90
" 5% on 300.00		15.00
	$2245.00	$116.94

All of which is respectfully submitted

K R Griffin - Com.

1880 April 5th Recd of L. R. Edwards Clerk of the Circuit Court of Southampton for Collection the bond of Salathiel Lewis and Elisha Lewis for the sum of $895. due on the 4th day of February 1880 it being a part of the purchase price of the lot of land in the town of Franklin sold under a decree in the suit of Daughtry vs Edwards &als

Daughtry
vs
Edwards
&
Laurence
vs
Cobb adm-rs

Comr R. R. Griffin
report
October 14th 1884

Daughtry vs Edwards and Lawrence vs Cobb adm

The undersigned begs leave to report further that by his report of March 10th 1884 he reports a balance in his hands that day of $292.95 cts which belongs to Salathiel Lewis that since that time he has paid to W. H. Briggs on the order of S. Lewis the sum of $30 and to James K Tyler commissioner the sum of $5 - in all $35 - as will appear by the receipts herewith filed leaving in his hands the sum of $257.95 cts all of which is

Respectfully submitted by

K. R. Griffin Comr

by Wm B Rhodes

Daughtry
vs
Edwards
&
Gammon
vs
Goodrich adms

Commissioners Report

1885. March 18th filed—

Daughtry
vs
Edwards
&
Cawrmen
vs
Cobb

The undersigned commissioners beg leave to report that in obedience to a decree entered in these causes at the November term 1884 and as directed by the said decree has paid to M.E. Daughtrey the sum of $41.02 cts and the balance of the said sum of $23.7.9.11 cts to wit the sum of $216.93 cts to Bartholomew Bowman as will appear by the receipts of the parties hereunto filed all of which is Respectfully

Submitted by
K.R. Griffin
Spl Commissioner
by
Wm B Shands

PETERSBURG

Savings and Insurance

COMPANY.

FIRE INS. POLICY,

No. 15730

TO

S. Lewis

Amount Insured, $ 1000.

Premium and Fees, $ 15.00

THIS POLICY

Expires Mar 5th 1880.

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J. B. Ege, Printer, Petersburg, Va.

NUMBER 15730

BY THIS POLICY OF INSURANCE,

DOLLARS 1000

—) THE (—

Petersburg Sav. and Insurance Co.

OF PETERSBURG, VIRGINIA,

In Consideration of the Receipt of Fifteen **DOLLARS**

DO INSURE W. Lewis

AGAINST LOSS OR DAMAGE BY FIRE,

to the amount of One Thousand **DOLLARS**

for One year — *upon* his two and half story frame and shingle roof Store house. Situated on west side Main St. in town of Franklin Va. Reference is had to assureds application #15730 on file at this Companies office as a warranty and a part hereof.

Franklin, Va., Feb. 7th 1880

In consideration of the receipt of One Dollar Extra premium the assured has permission to rent the second floor of the discribed building insured under policy No 15730 to be used as a printing office. Town Council. office and for a Bagatelle Table and 3d floor for Bed rooms.

L. L. Manry Agt
Petersburg Sav't Ins. Co.

$1000. Additional insurance allowed in City Fire Ins. Company,

L. L. Manry Agt

[illegible] made this 27 day of July 1879

Permission is given the assured to rent a portion of the above named building to a tenant to be used as a Bar & Restaurant.

L L Manry Agt

And the said **PETERSBURG SAVINGS AND INSURANCE COMPANY** of Petersburg, Va., hereby agrees to make good unto the said assured his executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 5th day of March one thousand eight hundred and seventy nine at twelve o'clock at noon, to the 5th day of March one thousand eight hundred and Eighty — at twelve o'clock at noon, the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after due notice and proofs of the same shall have been made by the assured and received at the office of the Company in Petersburg, Va., in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given due notice of their intention to rebuild or repair the damaged premises. Subject to the following express conditions:

NUMBER 15730

BY THIS POLICY OF INSURANCE,

—) THE (—

Petersburg Sav. and Insurance Co.

OF PETERSBURG, VIRGINIA,

DOLLAR 1000

In Consideration of the Receipt of Fifteen DOLLARS

DO INSURE L. Lewis

AGAINST LOSS OR DAMAGE BY FIRE,

to the amount of One Thousand DOLLARS

for One year — upon his two and half Story frame and shingle roof Stone house. Situated on west side Main St. in town of Franklin Va. Reference is had to assureds application #15730 on file at this Companies office as a warranty and a part hereof.

Endorsement made this 2nd day June 1879

Permission is hereby given the assured to put a Tin roof on his porch repair windows & Lathe & plaster and paper the rooms in Store house insured under this policy. Such work to be completed in fifteen days. from date.

L. L. Manny Agt.

Endorsement made this 21st day of July 1879

Permission is given the assured to rent a portion of the above named building to a tenant to be used as a Bar & Restaurant.

L L Manny Agt

And the said **PETERSBURG SAVINGS AND INSURANCE COMPANY** of PETERSBURG, VA., hereby agrees to make good unto the said assured his executors, administrators and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 5th day of March one thousand eight hundred and seventy nine at twelve o'clock at noon, to the 5th day of March one thousand eight hundred and eighty at twelve o'clock at noon, the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid sixty days after due notice and proofs of the same shall have been made by the assured and received at the office of the Company in Petersburg, Va., in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given due notice of their intention to rebuild or repair the damaged premises. Subject to the following express conditions:

CONDITIONS.

1. If an application, survey, plan, or description of the property herein insured is referred to in this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured; any false representation by the assured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have, or shall hereafter make any other contract of insurance, whether valid or not, on the property hereby insured, or any part thereof, without the consent of this Company written hereon; or if the above mentioned premises shall at any time be occupied or used so as to increase the risk, or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, or if the premises become unoccupied without the assent of this Company endorsed hereon; or if it be a manufacturing establishment running in whole or in part over, or extra time, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or upon the passing or entry of a decree of foreclosure, or upon a sale under a deed of trust; or if the property insured be assigned under any bankrupt or insolvent law, or any change takes place in title, or possession (except in case of succession by reason of the death of the assured), whether by legal process or judicial decree, or voluntary transfer or conveyance (whether in trust or otherwise), or if this Policy shall be assigned before a loss without the consent of this Company endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee or otherwise, be not truly stated in this Policy; or if in said premises there be kept gunpowder, fire-works, nitro-glycerine, phosphorus, saltpetre, nitrate of soda, petroleum, naptha, gasoline, benzine, benzole or benzine varnish, or there be kept or used therein, camphene, spirit gas, or any burning fluid or any chemical oils, without written permission in this Policy, then, and in every such case, this Policy shall become void.

2. This insurance does not apply to or cover jewels, plate, watches, scientific or musical instruments (piano-fortes in dwellings excepted), ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture frames, sculpture, casts, models or curiosities, wearing apparel and photographic negatives, unless particularly specified in this Policy, and in no case exceeding the cost thereof, unless by special agreement. This Company shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, usurped power, or of any military power; nor for any loss in or on buildings unless the chimneys thereof are of stone or brick; nor in consequence of any neglect or deviation from the laws or regulations of police where such exist; nor for any loss caused by the explosion of gunpowder, camphene, or any explosive substance; nor by lightning, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning; nor for loss or damage caused by removal of property, except it be proved that such removal was necessary to preserve the property, in which case the damage shall be borne by the assured and the Company, in proportion as the sum hereby insured bears to the whole value of the property insured. ☞ If a building shall fall, except as the result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine.

3. If the interest of the assured in the property be other than an entire, unconditional and sole ownership, for the use and benefit of assured, or if the building insured stands on leased ground, or when the property insured is a building, if the assured is not the owner in fee simple of the land on which the building or buildings stand, it must be so represented to the Company and so expressed in the written part of this Policy, otherwise the policy shall be void. When property has been sold and delivered, or is otherwise disposed of, so that all interest or liability for loss thereon by fire or otherwise on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage are not insured by this Policy unless specifically mentioned.

4. If during this insurance the within mentioned premises shall be used for any trade, business or vocation, or for storing, using or vending therein any articles, goods or merchandise more hazardous than that permitted by this Policy, or if the occupation of such premises be changed, except as herein specially agreed to in writing upon this Policy; then and from thenceforth, so long as the same shall be so appropriated, applied or used, this Policy shall cease, and be of no force or effect.

5. This insurance (the risk not being changed) may be continued for such further time as shall be agreed on, provided the premium therefor is paid, and the receipt signed by the officers of the Company is given for the same; and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing; but in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to the Company by the assured at the time of renewal, this Policy and renewal shall be void.

6. This insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated at any time at the option of the Company, on giving notice to that effect, and refunding a ratable proportion of the premium for the unexpired term of this Policy to any person named in this Policy, whether as owner, mortgagee or otherwise; and it is a part of this contract, that any person other than the assured who may have procured this insurance to be taken by this Company, shall be deemed to be the agent of the assured named in this Policy, and not of this Company under any circumstances whatever, or in any transaction relating to this insurance.

7. The use of general terms, or anything less than a distinct, specific agreement, clearly expressed, and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction herein.

8. Persons sustaining loss or damage by fire shall forthwith give notice of said loss to the Company, and as soon after as possible render a particular account of such loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portion of all Policies thereon, also the actual cash value of the property and their interest therein, for what purpose and by whom the building insured or containing the property insured, and the several parts thereof, were used at the time of the loss, when and how the fire originated, and shall also produce a certificate under the hand and seal of a Magistrate, or Notary Public (nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured), stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has, without fraud, sustained loss on the property insured to the amount which such Magistrate or Notary Public shall certify. The assured shall, if required, submit to an examination or examinations under oath by any person appointed by the Company, and subscribe thereto when the same is reduced to writing, and shall also produce their books of account, bills, invoices and other vouchers, and exhibit the same for examination at the Office of the Company, and permit extracts and copies thereof to be made; the assured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property which was covered by this Policy, damaged or not damaged, for examination to any person or persons named by the Company; and as a part of the preliminary proofs of loss, the assured shall, if the claim be for a building damaged or destroyed by fire, procure the duly verified certificate of some reliable and responsible builder as to the actual cash value of it immediately before said fire, and if requested to do so, shall furnish the Company with correct plans and specifications of the buildings damaged or destroyed. or exact copies thereof, which shall be duly verified by the oath of the assured, which shall be attached to and form a part of such proofs.

When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made, and furnished to the Company, of the whole, naming the quantity, quality, and cost of each article. The amount of sound value and of damage shall be determined by mutual agreement of the Company and the assured, or failing to thus agree, the same shall then be determined by appraisal of each article by competent persons (not interested in the loss as creditors or otherwise, nor related to the assured, or sufferers), to be mutually appointed by the assured and the Company; their report, in writing, to be made under oath before any Magistrate or other properly commissioned person; one-half of the appraisers' fees to be paid by the assured. The Company reserves the right to take the whole or any part of the articles at their appraised value; and until such proofs, declarations, certificates, plans and specifications are produced, and examinations and appraisals are permitted by the claimant, the loss shall not be payable. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured.

In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the entire and sole ownership, the names of the respective owners shall be set forth in the proofs of loss, together with their respective interest therein. If this Policy is made payable in case of loss to a third party, or held as collateral security, the proofs of loss shall be made by the party originally insured, unless there has been an actual sale of the property insured. All fraud or attempt at fraud by false swearing or otherwise shall forfeit all claim on this Company, and be a perpetual bar to any recovery under this Policy.

In case differences shall arise touching any loss or damage, after proof thereof has been received in due form, the matter shall, at the written request of either party, be submitted to impartial arbitrators, whose award in writing shall be binding on the parties as to the amount of such loss or damage, but shall not decide the liability of the Company under this Policy; and it shall be optional with the Company to repair, rebuild or replace any property lost or damaged, with other of like kind and quality within a reasonable time, giving notice of their intention so to do within sixty days after receipt of proofs herein required.

The cash value of property destroyed or damaged by fire shall in no case exceed what would be the cost to the assured, at the time of the fire, of replacing the same; and in case of the depreciation of such property, from use or otherwise, a suitable deduction from the cash cost of replacing the same shall be made, to ascertain the actual cash value.

9. In case of any other insurance upon the property hereby insured, whether valid or not, made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon, without reference to the solvency or insolvency of other insurers; and it is hereby declared and agreed, that in case of the assured holding any other Policy, in this or any other Company on the property insured, subject to the conditions of average, this Policy shall be subject to average in like manner. Any floating Policy attaching, in whole or in part, to the property covered by this Policy, shall, as between the insured and this Company, be considered as contributing insurance for the full amount of such Policy, and liable as such to pay *pro rata* any loss, total or partial, on the property hereby insured.

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Company.

10. It is furthermore hereby provided and mutually agreed, that no suit or action against this Company for the recovery of any claim by virtue of this Policy, shall be sustainable in any Court of Law or Chancery until after an award shall have been obtained, fixing the amount of such claim in the manner above provided, nor unless such suit or action shall be commenced within twelve months next ensuing after the loss shall occur, provided, however, that the time consumed, after the selection of arbitrators, in the arbitration of any such claim under this Policy, shall not be accounted a part of such twelve months; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞**The Use of Kerosene Oil** permitted, on condition that the same be drawn and the lamps be filled and trimmed by daylight only, provided the quality is of the Standard required by the laws of the State in which this Policy is issued, but in no case below the U. S. Standard of 110° Fahrenheit.

☞**Gas**—The generating or evaporating within the building or contiguous thereto, of any illuminating gas or vapor, is prohibited under this Policy, unless permitted in writing thereon.

☞**Fences and other Yard Fixtures**, Sidewalks, Store Furniture and Fixtures are not covered by insurance on the building, but must be separately and specifically insured.

☞**Plate Glass** doors and windows, when the plates are of the dimensions of nine square feet or more, are not covered by insurance on the building, but must be separately and specifically insured.

☞**Frescoed Work** or Gilding, on glass, on walls or ceilings, is not covered by insurance on the building, but must be separately and specifically insured.

☞**Builder's Risk.**—The working of carpenters, roofers, tinsmiths, gasfitters, plumbers and other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless notice thereof be first given this Company and its permission for such work be endorsed in writing hereon, excepting in dwelling houses only, where five days are allowed in any one year for incidental repairs without notice or endorsement

☞AND IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED by and between this Company and the assured, that this Policy is made and accepted upon and with reference to the foregoing terms, conditions, stipulations and restrictions, and to the classes of hazards, memoranda and conditions printed on the third page of this Policy, all of which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

Not valid unless countersigned by the duly authorized Agent of said Company at Franklin, Va.

IN WITNESS WHEREOF, the Petersburg Savings and Insurance Company has caused these presents to be signed by their President and attested by their Secretary, in the City of Petersburg, Va., this the 5th day of March eighteen hundred and seventy nine

Countersigned by the Agent of the Company at

Franklin, Va. this 5 day of March 1879 R. R. Mott President.

L. L. Mary Agent. E. W. Butchard Secretary.

CLASSES OF HAZARDS.

HAZARDOUS.

Bristles and Hair Cloth (wholesale), Boots and Shoes (wholesale) including India Rubber Boots and Shoes, Carpets (retail stocks of), Card Printing (by hand power), Carriage Trimmings, Carriages and Sleighs, Clothing (wholesale stocks of) ready made, Coffee, Cordage, Cotton Bats and Wadding, Cotton Yarn, Dry Goods, Foreign and Domestic, exclusively in unbroken and unopened packages, Dry Goods (wholesale stocks of), Drugs, dry, in packages (importers' stocks of), Flax, in bales, Fire-crackers, in packages, Flocks, Flour, Fruits (wholesale stocks of), Furs and Peltries, in unbroken packages, Furs, unpacked, Grocers' Stocks, Grocers' Stocks (retail), Glass, window, in boxes, Gum Copal, Gum Shellac, Gunny Cloth and Gunny Bags, Gutta Percha, manufactured, Hardware, staple, in packages, Hatters' Furs (stocks of), Hats and Caps (wholesale stocks of) without manufacturing, Hemp, in bales, Hides and Sole Leather, Hops, in bales, India Rubber, unmanufactured, Indigo, Ironware (wholesale), also Stoves, Tinware and Hollow-ware, Iron Goods, ornamental, japanned and bronzed (stocks of), Leather, Morocco and Findings, Machinery (stocks of) on sale, Manilla Grass, in bales, Men's Straw Hats and Caps (stocks of), Nails (stocks of), Oakum, in bales, Oil, fish and vegetable, Oil Cloth (stocks of), Paints, ground in oil, Paper, in reams, and Straw Boards, Paper Hangings, wholesale, Paper (stocks of), Pot, Pearl and Soda Ashes, Provisions, Rice, Saddlery and Harness (stocks of), Sail making, Salt, Sewing Machines (stocks of), Sisal Grass, in bales, Spices, Sugars, Sulphur, Tallow, Teas, Threshed Grain, Tobacco, plug and Twist, in boxes or kegs (wholesale). [See Extra Hazardous]. Trunks (stocks of), Whalebone, Whiskey, in barrels (stocks of), Wool, Wines and Liquors, in packages (importers' stocks of.)

EXTRA HAZARDOUS.

Artificial Flowers, Artists' Materials, Auction Stores, Agricultural Implements, including Seedman's stocks, Alcohol, Apothecaries' stocks, Asphaltum, Bandboxes (stocks of), Booksellers' stocks, Boots and Shoes (retail), Brushes (stocks of), Bag making, cloth, by hand power, Bakeries, with ovens outside the buildings, and using coal only, Basket selling, Billiard Saloons and contents, Blacksmith shops, Boot and Shoe manufacturing, by hand power only, Bottling cellars, Brushmakers' stock, Cabinetwares without manufacturing, repairing, upholstering or varnishing, Carving, by hand power, China, unpacked, Clothing, ready made (retail stocks of), also Merchant Tailors, Confectioners' stocks, Corks (stocks of), Car Springs, gutta percha or india rubber, China or earthen or glassware (wholesale and retail stocks of), with privilege of packing or unpacking; Copperplate printing, Cooper shops (strapping boxes only), Corset making, Daguerreotype and Photograph stocks, Daguerreotype and Photographic establishment, Dress Trimmings (stocks of), Dry Goods (retail stocks of), Earthenware, unpacked, Eating Houses, Electroplating, Essential Oils, Fancy Goods (wholesale and retail stocks of), Feathers (stocks of), Fishing Tackle, Fringes (stocks of), Fringe making, by hand power, Fruits (retail stocks of), Furriers' and Hatters' stocks, unpacked, Furs, cutting and sewing, without fire heat, Gas Fitting, Gas Fixtures, Gentlemen's furnishing Goods (wholesale and retail stocks of), Gimps (stocks of), Glassware, unpacked, Looking Glasses, unpacked, Glass, window or plate, unpacked, Gilding, Gun repairing, Gutta Percha Goods, except boots and shoes, Hardware and Cutlery, Hats and Caps (fur) without manufacturing, Hat (straw, grass or chip) bleaching, Hay and Straw, pressed in bundles, Hoop Skirts and Hoop Skirt materials (stocks of), Hoop Skirt manufacturing by hand, without fire heat, House Furnishing Goods (retail stocks of), India Rubber Goods (stocks of), except boots and shoes, Iron, hoop, sheet and rod, Jewelers' and Watchmakers' stocks, Kid Gloves (stocks of), Ladies' and Childrens' Furnishing Goods (stocks of), Laces, Embroideries (wholesale), Lampsellers' stock, without camphene, burning oil, spirits gas or kerosene, Lager Beer Saloons, Lime, unslaked (stocks of), Liquors, in glass, unpacked, Lithographers, Looking Glasses (stocks of), with privilege of packing or unpacking, Map mounting and varnishing, Matches (stocks of), Metals, in bars, pig and tin plates, Military Goods (stocks of), Millinery Goods (wholesale and retail stocks of), Needles (stocks of), Optical and Mathematical Instrument makers' stocks, Painters' stocks, Paper Hangings (retail stocks), Paper Collars, Paper Boxes (stocks of), Pawnbrokers' stocks, Perfumers' stocks, Precious Stones, Percussion Caps, Pianos in warerooms, Picture Frame Joining, Pitch, Plumbing and Pewtering, Pocketbook makers' stocks, Pocketbook making, without use of fire heat, Porter-houses, Bar-rooms, Sample-rooms and retail Liquor Stores, Rags, in bales, Rectifying Liquors, by cold process only, Refectories, Restaurants, Resin, Saddlery and Harness manufacturing, Sheet Iron and Copperware (retail), Shirt Manufactories, without ironing, Ship Chandlery, Silversmiths' stocks, Silver and Plated ware, Spirits Turpentine, Stationers' stocks, Stoves (retail stocks of), Straw Goods (wholesale and retail stocks of), Tar, Tailors' Trimmings (stocks of), Tin and Hollow-ware (retail), Tin or Sheet, Iron, or Copper-working, Tobacco, leaf and cut, Cigars and Snuff (wholesale and retail), Tow, in bales, Turpentine, Umbrellas and Parasols (wholesale and retail) with privilege to put together and finish by hand only, Upholsters' stock, Watchmakers' Tools, Watches, in packages, as imported, Wine, in glass, unpacked, Worsted and Fancy Wools (importers' stocks of), Yankee Notions.

SPECIALLY HAZARDOUS.

Acids—nitric, sulphuric, muriatic, and other acids causing ignition, Bandbox and Paper-box making, Bakeries, ovens within the building, or using wood or shavings, Bark Mills, Bellows making, Bleaching works, Blind makers' shops, Blacksmithing, Block and Pump making, Boat Builders' shops, Bookbinderies, Boot and Shoe manufactories, with fire heat, Box repairing, Brass Founders, Breweries, Brick Yards, with kilns, Brimstone works, Brush manufactories, Burning Fluid, Cabinet makers' shops, Cabinet ware (stocks of), with privilege to varnish and upholster, Candle manufactories, Camphene, on sale, Cap manufactories, Carpenters' shops, Chair makers' shops, Chemical laboratories, Coach makers' shops, Coffee and Spice mills, Comb manufactories, Confectionery manufactories, Coopers' shops, Coppersmiths' shops, with forges, Corn kilns, Cotton mills, Cotton presses, Cotton, in bales, Cotton, unpacked, Distilleries and Rectifying establishments, Drug stores, with privilege of compounding, Druggists' stocks (wholesale), Drug and Spice mills, Dyeing establishments, Ether, Fire works, Fire-work manufactories, Flax mills, Flax, unpacked, Floor-cloth manufactories, Fringe manufactories, Fulling mills, Fur dressing establishment, Gas Fixtures manufactories, Gas manufactories, Glass manufactories, Gold Pen making, Grate manufactories, Grist or Flouring mills, Gun manufactories, Gunpowder, Hat manufactories, Hay, unpacked, Hay presses, Hemp manufactories, Hoop Skirt manufactories, by machinery or fire heat, Hemp, unpacked, Hotels, Houses, building or repairing, Ink manufactories; India Rubber and Gutta Percha manufactories, Iron Foundries, Ivory-black and Lamp-black manufactories, Japanning, Jewelry manufactories, Jewelry Case making, Junk shops, Lamp manufactories, Lampsellers' stock (with privilege of keeping camphene or kerosene), Laundries, Lime Yards and Sheds, Lime, unslaked, Livery Stables, Looking-glass and Picture-frame manufactories, Lumber Yards, Machine shops, Manilla grass, unpacked, Mahogany Yards, Mill Houses, Match manufactories, Metal mills, Musical Instrument manufactories, Musical Instruments (stocks of), Mungo, Nitrate of Soda, Oil Clothing manufactories, Oiled Clothing (stocks of), Oil mills and manufactories, Oils, Resin, and similar, Oil refineries, Omnibus Stables, Packing buildings and yards, Paper bag manufactories, Paper hanging manufactories, Paper mills, Percussion cap manufactories, Perfumery manufactories, Phosphorus, Pictures and Prints, Planing, or Grooving, or Moulding mills, Plating, Plated ware manufacturing, Pocket-book making, Pork houses, Powder mills, Printed music, Printing of books and job printing, Print works, Provisions, in process of being smoked, Rag stores, Rags and Paper stock, Rolling Mills, Rope and Cordage manufactories, Safe (iron) manufactories, Saltpetre, Sash makers' shops, Saw mills, Segar manufactories, Ship building or repairing, Shoddy, Silversmiths' manufactories, Smoke houses, Snuff mills, Soap manufactories, Spirit Gas manufactories, and spirit gas on sale, Stave yards, Steamboats, Steam-boilers, in use, Steam-engines, in use, Stove manufactories, Sugar Refineries, Tallow melting establishments, Tanneries, Tar boiling establishments, Taverns, Theatre, and other places of public exhibition, Timber yards, Tobacco manufactories, Tow, unpacked, Toys (shopkeepers' stocks of), Trunk making, Turpentine distilleries, Type and stereotype foundries, Umbrella manufactories, Upholstery manufactories, Varnish manufactories, Wheelwright shops, Window shade painting, Wood and willow-ware (stocks of), Woolen mills, Woolen waste. And generally all workshops, mills and manufacturing establishments, and all trades and occupations requiring the use of fire heat, not above enumerated as hazardous or extra hazardous.

The Petersburg Savings and Insurance Company *hereby consent that the interest of* S Lewis
in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to R.R. Giffin
Commissioner for security for balance due on purchase of lot
on which the insured property stands. Franklin St May 21st 1879
L. L. Maury, Agent.

For value received, I *hereby transfer, assign and set over unto* R. R. Giffin Commissioner
and his *assigns, all title and interest in this Policy, and all advantage to be derived therefrom.*

WITNESS my *hand and seal this* 21st *day of* May 1879

Sealed and delivered in presence of

S. Lewis [L. S.]

The Petersburg Savings and Insurance Company *hereby consent that the interest of*
in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to
18 .

Agent.

For value received, *hereby transfer, assign and set over unto*
and *assigns, all title and interest in this Policy, and all advantage to be derived therefrom.*

WITNESS *hand and seal this* *day of* *18* .

Sealed and delivered in presence of

[L. S.]

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18 .

RECEIVED OF **The Petersburg Savings and Insurance Company,** *of Petersburg, Va.,*

Dollars return premium, in consideration of
which this Policy is hereby canceled and surrendered to the Company.

Daughty
vs
Edwards et als

Answer of Leora Abbott
Richard Abbott. Annie
Lee Abbott. and Lennie F
Abbott infants by Wm
Beggs their guardian
ad litem

The Answers of Leona A Cobb. Richard H. Cobb Annie Lee Cobb and Lavinia L Cobb infants by W W Briggs their guardian ad litem appointed them by the Court to defend their interest in this suit to the foregoing Bill filed against them others in the Circuit Court of Southampton County by M. E. Daughtry

The defendants saving and reserving to themselves all benefits of just exceptions to said Bill, answer and say, that being infants under 21 years of age and ignorant of the law they submit their interest to the Care and protection of the Court. And having answered pray to be hence dismissed &c

W W Briggs

Daughtery

v. } Depositions

Edwards &c

handed in by J.R. Tyler Com
April 19. 1878.

The deposition of John H. Bogart, Charles Smith, & others taken at the office of K. Griffin in the Town of Franklin, Southampton County Thursday the 18th day of April 1878 between the hours of sunrise and sunset of that day & in pursuance of notice duly given, to be read as evidence in a suit in Chancery now pending in the Circuit Court of Southampton County in which M. E Daughtry is plaintiff and L R Edwards, Mrs Betty Cobb in her own right, and W. H Briggs as guardian ad litem of Cora A Cobb Richard H Cobb Annie L Cobb, and Caroline F Cobb, infant children of A. S. Cobb deceased, are defendants, taken before Jos R. Tyler a Commissioner for the Circuit Court of Southampton County. Present K. Griffin attorney & W. H Briggs Guardian ad litem &c

John H. Bogart having been duly sworn deposes and says as follows:

Question: What is your age, where do you reside, are you acquainted with the lot of land lying in the Town of Franklin formerly owned by M. E Daughtry and A. S. Cobb in his life time, mentioned and described in a suit in Chancery now pending in the Circuit Court of Southampton County, in which M. E Daughtry is plain

tiff and L. A. Edwards and Mrs Betty Cobb in their own right and W. H. Bragg Guardian ad litem of Cora F. Cobb, Richard H. Cobb. Annie L. Cobb and Caroline F. Cobb minor children of Henry V. Cobb deceased, are defendants, and if so state whether in your opinion the said lot of land can be divided in kind, and if not, whether a sale of said lot would be judicious and to the interest of the parties concerned, and the best that can be done under the circumstances, considering the condition of the property and the improvements situated thereon?

Answer. Ans: I am 36 yrs. of age, I have resided in Franklin, the last several years, I know the lot of land described in the suit aforesaid, (or I am informed) as that lying on the west side of Main Street in the Town of Franklin and bounded by said Main Street, the lot of C. C. Vaughan and the lot of land belonging to the estate of Richard Barrett deceased, known as the Hill lot; and formerly owned by M. E. Daughtry and H. V. Cobb in his lifetime and in my opinion, it is impossible to make a just and equitable division in kind of said lot, or to allot or assign the same to either party concerned, and

that a sale of said lot could be judicious, for the intent of the parties, and the best that can be done under the circumstances, considering the small quantity of land and the manner in which the improvements are situated on the same ~~And further the deponent saith not.~~

I am further of the opinion that a division of said lot into two separate and distinct lots will be more advantageous to the parties, than if it be sold without such division And further the deponent saith not.

Jno. H. Bogart.

Charles Smith being duly sworn, deposes and says as follows: I have heard the questions propounded to John H. Bogart Esq and in response thereto ~~I say that~~ I am 52 years of age, I have resided in Rondout many years, and ~~have~~ I know well the lot of land alluded to, and in my opinion it is impossible to divide the same in kind among the parties entitled thereto and that the sale of said lot of land will be judicious for the intent of ~~the~~ said parties, and in order to best promote ~~the~~ said

Question

Ans.

interests, it will be well to divide said lot into separate and distinct lots, & be sold. And further the deponent saith not.

Chas. P. Smith

(Dr. W. H. L. Goodnow being duly sworn deposes and says as follows: ~~I have heard the questions propounded to the other witnesses and in response thereto say I am 39 years old and have resided in Bank Alley many years~~

Question I have heard the questions propounded to the other witnesses and in response thereto say as follows

Ans. I am 39 years of age have resided in the Town of Roxbury the last several years — I am well acquainted with the lot of land referred to and am of the opinion that it is utterly impossible to divide the same in kind among the parties entitled thereto or to allot a share to each equitably & justly to either one of them, and that a sale of the same will be advantageous and beneficial to the interests of all the parties concerned — and that said lot cannot

be sold to advantage except by dividing it into two separate and distinct lots. And further the deponent saith not.

W H L Goodman

Joel H. Culchin being duly sworn deposes and says as follows:

Question — I have heard the question propounded to the other witness, as well as their answer to the same - and say -

Answer — I am 32 years old and have resided in Franklin the last named year, and I fully concur in answer and opinion given and expressed by said witness, feeling confident that the interests of all parties concerned in said lot, would be greatly subserved by the sale of same, and that it ought to be divided into two lots to be sold. And further the deponent doth not.

Joel H. Culchin

State of Virginia
Southampton County } To wit:

I James R Tyler a Commissioner in Chancery of the Circuit Court of said County, do hereby Certify that the foregoing Depositions were duly Sworn to & Subscribed to before me at the time & place Mentioned therein. Given under my hand this 18th day of April A.D. 1878.

Witness
John A. Bryant
Charles Smith
W.H.L. Gordineer
Joel A. Catchin

James R Tyler,
Comr in Chancery

50 cts each

Commissions for & taking Depositions, entering witness attendance &c. $6.00 Charged to Plaintiff

Beals

To 3 Receipts

Hands

$69

June 1882

Received from Wm B Shands
the sum of $19 less $3.10 cts
commissions off & net $15.90 cts
Amount received from
H. T Cobb at in the
case of Lawrence vs Cobb et al

Spikes Beall

June 20th 1876

Pay to the order of Mary E Gray & I reserve 9 days value this payment of same.

R R Edwards

1880 Feby 4th of R R Griffis Commissioner in the suit of Pauly against Edwards & others the sum of One hundred and Forty Five $^{00}/_{100}$ dollars

Joseph D Gray
for Mary E Gray

1881. Feby 19th Rec'd of the within named Two hundred and Forty dollars Joseph D Gray

Paid in full 2/6. 19

Franklinton

May 29 d 1876

$312 60/100

With interest from date, I promise to pay to Luther R. Edwards a order, the 1st day of January 1878 three hundred, twelve & 60/100 dollars for value received And as to this debt I waive my right to claim the home-stead exemption. This note is secured by deed of trust on interest in lot bought by me from said Luther R Edwards. Witness the following signature & seal.

Will E. Daughty, (Seal)

Receipt
from
W. H. Gray
$2 h. 14 acc.

X

Receipt from Wm L. B. Shands for R.
R. Griffin Commissioner in case of
Doughtry vs Edwards & Commissioner
vs Cobb $96.14 cts for Nancy E
Gray
June 18th 1883 Joseph A Gray

Cobb

To 3 Certificates of Deposit Shares

Paid Tithes Cobb for W. W. Cobb to estate

$1.15 2 cts

X

BANK OF FRANKLIN

DEPOSITED BY

Wm B. Shands Jr.

Jno Obt Dec 4th 1883

	DOLLARS.	CENTS.
BANK NOTES.....		
SPECIE.....		
CHECKS.....		
NEGOTIABLE NOTES.....		
	165	72

DUPLICATE.

J. W. Wysedale

CASHIER.

Receipt
from
Kilbourn Vaughan
$21.41 cts

×

June 2nd 1883 Recived from Mr. J. Thomas for N. K. Griffin Commissioner in the cases of Dougherty vs Edwards and Cotton vs Laurence the sum of one hundred and twenty one dollars and forty one cents in full of the amount due Hillary Vaughan from H. C. Cotton estate and proved in the above cases

W W Briggs Sheriff

Receipt
from
L. Beale to Wm. J.
Shands for R. R. Griffin
$120.41

X

June 18th 1883 Received from Wm B Shands for R. R. Griffin Commissioner in the cases of Daughtry vs Edwards & Lawrence vs Cobb The sum of $120.41 cts in full of balance due Spikes Beal in said cases

C. C. Vaughan for
Spikes Beal

Receipt
from
James R Tyler
to Wm B Thomas
for Jacks for L:
Lawrence

$15-

January 17th 1882 Received from Mr
B Shands The sum of fifteen dollars
amount of commissions fee allow
me in case of Laurence vs Eddo-
adhum as said fee being paid by
Mr B Shands for Sheldon & Laurence

James R Taylor
Const. & Sheriff

Receipt

Lawrenceburgh

To 3

Chains

$1.30

x

August 20th 1885 Received from Wm B
Shands the sum of one hundred
and thirty dollars it being amount
recived by him from Commission
to R. Griffin in the case of
Lawrence vals vs Cottadeu et al
and Daughtry &c vs Edwards et al

J. F. Lawrence
For Mrs. E. F. Lawrence
extrx of Gudlow Lawrence dec'd

Receipt
from
Ludlow Lawrence
$ 1.99

#188

August 25th 1882

Received from Wm B Chandler
the sum of #189
amount collected by him
from H. V. Cobb estate in
the case of Lawrence
vs Cobb admrs

L Lawrence

Laurence

To 3 Receipts

Griffin

$1.20

x



December 17th 1883 Recvd from
K. K. Griffin Commissions through
the hands of Wm B Shands
the sum of one hundred
and twenty dollars in full of
the debt from against H. V.
Cobbs estate

J. L. Lawrence
for Executrix

Receipt
from
Ludlow & Lawrence
$100

January 24th, 1882 Recived from
Wm B Shands Thirty five
hundred dollars to be applied as
a payment on the debt due me
me from H. V. Cobbs est in the
suit of Lawrence vs Cobbs estate.

Ludlow Lawrence

Receipt
from R. H. Griffin to
clerk for bonds
May 13th 1883

Jas R. Tyler Esq
Clerk &c

Please deliver to Genl Shands
the bonds in the papers filed in the suits of
Daughtry vs Edwards & Lawrence vs Webb adm
the bonds were executed by A. A. Holland and
payable to me as Commissioner.

Yours truly
A. R. Griffin

M. E. Daughtry

vs.

Luther R. Edwards et als

Notice to take depositions

Executed the within by
delivering a copy of the
same to Luther R.
Edwards and a copy to
Mrs Billie Cobb
April 17th 1878

Jno H. Laurence
Const

To Luther R Edwards, and Mrs Bettie Scott, in their own right and ~~Wm Briggs Edmund~~, Guardian ad litem of Leon Scott Richard H Scott, Jennie L Scott and Caroline Scott, Minor Children of H H Scott deceased.

You will please take notice that I shall by my Attorney, on Thursday the 18th day of April 1878 between the hours of Eleven o'clock A.M. and Three o'clock P.M. at the Town of Franklin in Southampton County Virginia, proceed to take the depositions of John H Bozard Charles Smith ~~A M Brantley J. P. Gay~~ & others, to be read in behalf in a suit in Chancery, now pending in the Circuit Court of Southampton County Virginia in which Jane Blunt is Plaintiff and you are Defendants for a division of real Estate, lying in the said Town of Franklin and described in said suit.

April 10th 1878

Very respectfully
Yr. E. Daughtrey by
R R Griffin Atty

March 14th 1885 Received from R. R
Giffin commission in the case of
Daughtry vs Edwards and Lawrence vs
Cobb through the hands of Wm B
Shands the sum of $216.93 cts amount
allowed to be paid on by the clerk
in those cases entered at the Novem
Term 1884

W. B. Giffin, Ex'r of John Bowers dec'd.

Receipt
from
Jno C Griffin admr
of Bal Bowers

$216.93 cts

Receipts
from
M. E. Daughtry
$41.02 cts

January 21st 1885 Recvd from
R. R. Griffin commission in the
case of Lawrence vs Cobb
admr et als through the hands of
Wm B Shands the sum of
forty one dollars and two
cents pais me under the
decree of court

H. E. Daughtry

Receipt

W. W. Briggs Admr &c

vs

W. B. Thomas agt &c

R. R. Griffin

30

May 1st 1884 Recieved from A. R. Griffin through the hands of Wm B Shands the sum of Thirty dollars for amount due from Salathiel Davis from surplus of sale of Lot of land in Franklin the said S. Davis having given order for the same on the said surplus funds.

W W Briggs

Judicial Powers,

1883	Oct.	1	Jas R. Tyler Comm. in, Chancery	Dr.
		"	Report in, Chancery Suit of Laurence vs. Cobb's adm'r &c.	$ 5 00

Paid by
Wm B. Shands

Jas R Tyler
Comm. in Chy

Cobb's ann

vs 3/4 Bond

Commencest

Exhibit D.

Know all Men by these Presents, THAT WE Justus Cobb, Luther R Edwards, K.K. Griffin & Joshua Preston

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

Seven Thousand 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, and we hereby waive the benefit of our homestead exemption as to this obligation. Sealed with our Seals and dated this

15th day of January A. D. 1877.

THE CONDITION of the above obligation is such, that if the above bound Justus Cobb as administrator of Henry V. Cobb dec'd.

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.

Justus Cobb (SEAL.)
Luther R Edwards (SEAL.)
K.K. Griffin (SEAL.)
Joshua Preston (SEAL.)

A Copy Teste, J.K. Tyler D.C.

1882. July 27.

Maj L R Edwards Please deliver to Genl H B Blanchard the bonds of S Lewis in the cause of Daughtry vs Edwards and others, and this will be a receipt for the same

K R Griffin
Commissioner

Executed by delivering Jethro Cobb. Elizabeth A Cobb, & Joshua Preston each a copy of this Summons on the 26th day of February & 2nd day of March 1878: I went to the residence of Luther R Edwards & R R Griffin on the 2nd day of March 1878, and they being absent from home I delivered a copy of this Summons to Walter Beaman who is a white of the family of L R Edwards above the age of fifteen years, I also gave information to him of its purport: I delivered a copy of this Summon to John Griffin who is a white

Member of R R Griffins family above the age of fifteen years - I also gave information to him of its purport.

W W Driggs Shff

Lawrence &c
Sims Chy
vs
Cobbs adm &c
1878 March Rules

The Commonwealth of Virginia:

TO THE SHERIFF OF SOUTHAMPTON COUNTY....GREETING:

WE COMMAND YOU TO SUMMON Jethro Cobb adm'r of Henry V Cobb dec'd Luther R Edwards Kenneth R. Griffin, Joshua Pretlow Elizabeth A. Cobb widow of H. V. Cobb dec'd & Cora A Cobb. Annie S Cobb, Richard H Cobb Carrie F. Cobb the four last named being infants

if ..... *to be found within your bailiwick, to appear at the Clerk's Office of our Circuit Court, of Southampton County at the rules to be holden for the said Court, on the first Monday in* March next *to answer a bill in Chancery exhibited against them in our said Court by* Ludlow Lawrence *who sues for himself and all the other creditors of* Henry V Cobb dec'd *who will come in and bear their share of the costs of this suit*

and have then there this writ.

Witness, **Littleton R. Edwards,** *Clerk of our said Court, at the Court House this* 21st *day of* February *1878, in the* 102 *year of the Commonwealth.*

L R. Edwards c c

Receipt
from
Griffin & Shands
for bonds

February 28th 1882 Received from L. B. Edwards
clerk of the circuit Court of Southampton
three bonds for $375 each due from S
Lewis and Elisha Lewis to K. R. Griffin
commissioner said bonds dated day of
February 1879 and carrying interest from date

Griffin 11 Bonds

The Clerk will please Aprv Deed of Trust- Executed by
Mr & Daughtry ~~Trust~~ R Guff in Trustee for the benefit
of Lenton R Edwards & filed with Exec as an Exhibit-

Griffin

the ordeston of the estate of A. V. Cobb deceased as ascertained to be entitled to share in said distribution by the report of Commissioner Tyler filed in the papers of this cause, And report to this Court his proceedings under this decree

Daughty vs Edwards Dec
Lawrence vs Cobb & al

State
Mary Ann 1862
Do Entered
Hen Rec'd

Daughtry vs Edwards
And
Lawrence vs Cobb adm

This day this Cause came on again to be heard on the papers formerly read and the report of Special Commissioner Griffin this day filed by leave of the Court to which no exceptions have been ~~taken~~ filed, and was argued by Counsel. On Consideration whereof the Court Confirming said report doth adjudge order and decree that R. R. Griffin Commissioner aforesaid, shall, unless S. Lewis purchase under a former decree of this Court in this Cause, of Lot designated in Complainant bill as Lot No 1. shall within thirty days from notice of this decree Come forward and pay the two bonds with interest thereon, mentioned in the report this day filed as remaining due and still unpaid, proceed to ~~re~~sell, ~~at~~ the risk of said Lewis at public auction for ~~per~~ one third cash and balance on a credit of one and to the highest bidder, the aforesaid lot in the two years months bearing interest from date Town of Franklin, after thirty days notice of time and place of sale, to be published for four successive weeks in the Franklin Gazette, a newspaper published in the Town of Franklin Va. and posted at not less than six other public places in the County of Southampton. And the proceeds of said sale after paying the Cost & expenses of same, the and the costs of this suit distributed by the commissioner Said Commissioner is directed to distribute among

Daughtry
vs
Edwards & Broaddus

Decree

Nov Term Cir Ct 1878

To be entered

Geo. P. Blow

Daughtry
VS
Edwards & others

This Cause this day came on again to be heard on the papers formerly read and the report of Commissioner K. R. Griffin this day filed by leave of the Court and was argued by Counsel. On Consideration whereof the Court Confirming the Sale of lot No 1 described in said report and purchased by Mrs. E. Daughtry at Commissioners Sale for the sum of $660. doth adjudge order and decree that K. R. Griffin Commissioner shall unless E. B. Downing purchaser of lot No 1 as described in Commissioners report shall within thirty days after notice of this decree come forward and Comply with the terms of the former sale, proceed to re-sell at the Wharf of Dan Dimerson. at Public auction to the highest bidder after thirty days notice of time and place of sale the lot purchased by the said E. B. Downing and designated as lot No 1. On the following Terms, to wit:- One fourth of the purchase money in Cash, and the balance on a credit of One two and three years, the purchaser giving bonds with approved security for the deferred payments, the title retained until all the purchase money is paid.

And the Court doth further adjudge order and decree that Commissioner Griffin shall out of the sum of $388.75 Amount of proceeds of Sale Collected in Cash, pay the Costs of this suit now accrued, and the Costs & expenses of Sale, and deposit the remainder in the Bank of Portsmouth in the City of Portsmouth Virginia subject to the further order of the Court, and report to Court his proceedings under this decree

Daughtry

vs

Edwards et ux

Deed

May Term 1878

To be Entered

Geo. F. Bason.

Daughtry

vs

Edwards & others

This Cause was again heard this day on the papers formerly read, on the report of Commissioner Vaughan, Crumpler and Gardner appointed at the May Term of this Court 1877, to which no exception have been filed, and the depositions of Witnesses. On consideration whereof the Court confirming said report doth adjudge, order and decree that the lot of land lying in the Town of Franklin as fully discribed in the Complainants Bill and the report of said Commissioners, be divided and sold in two separate and distinct lots as recommended by said Commissioners, in the Town of Franklin after thirty days notice of said sale to be published in four or more public places in the County of Southampton, and in the Franklin Monitor a News paper published in the said Town of Franklin, on the following Terms to wit: One fourth in Cash the balance on a Credit of one, two, and three years, Equal instalments, the purchaser or purchasers to give bonds for the deferred payments with sufficient personal security the title to be retained until the further order of the Court. And for the purpose of executing this decree K R Griffin is hereby appointed a Special Commissioner to sell said land. But he shall not proceed to act as such until he shall have executed in the Clerks Office of this Court before the Clerk thereof a bond in the penalty of three thousand dollars Conditioned for the faithful performance of the Conditions of this decree, and all other decrees to be entered in this suit.

And the said K. R. Griffin Commissioner so appointed

is ordered to report to this Court his proceedings herein
in order to a final decree

Daughter

vs

Edmond Daly

Decree

May Term 1877

To be Entered

May Term 1877

To be entered

Geo. Black.

Daugh'ty
vs
Edwards &c

This day this Cause Came on to be heard on the Bill of the Complainant taken for Confessed as to the defendants Luther R Edwards and K R Griffin on whom proces had been duly served, they this failing to appear and plead answer and demur to the said Bill, On the motion of Leora A Cobb Richard H Cobb Annie Lee Cobb and Leonie S Cobb (infants) by W W Briggs their guardian ad litem, and the motion of Bettie Cobb widow of H V Cobb deceased, this day filed by leave of the Court, With general replications thereto, and Exhibits filed, and was argued by Counsel. On Consideration whereof the Court doth adjudge order and decree that Le le Vaughan, Joseph G Cowperthwaite and A S Gardner, be hereby appointed Commissioners to enquire into and report whether partition Can be conveniently made of that lot of land lying in the Town of Franklin Southampton County Virginia, known as the Norfleet Store lot situated on the West side of Main Street and bounded on the Hotel lot on the South & West, the Vaughan lot on the North, and Main Street on the East, And noted hereto for Appurtenancy by the heirs of H V Cobb dec'd and M. E. Daughtry. And if not Whether the ~~parties~~ interests of the parties interested will be promoted by the sale of the whole lot, And report the said facts to Court together with any matter ~~of~~ Appurtenancy ~~that they deem pertinent by them known, or which may be required to be stated by any of the parties interested~~
Which by them may be deemed pertinent

Daughtrey
vs
Edwards
vs
Laurence
Cobb adams

Decree

This day these causes came on again to be heard on the papers formerly read and the report of K. K. Griffin special commissioner of the sale of a lot of land lying in the Town Franklin in pursuance of a decree of this court made at the May term 1882 and to which report no exceptions have been filed and was argued by counsel On consideration whereof the court doth adjudge order and decree that the said report be confirmed and whereas the said commissioner further reports that the said purchaser A. A. Holland desires to pay the two bonds of $428.34 each upon the maturity thereof the court doth further adjudge, order, and decree that upon the said Hollands offering to pay them that the said K. K. Griffin may withdraw the same executing his receipt to the clerk of this court for them and upon this payment execute to A. A. Holland a deed with special warranty to the said lot of land in Franklin and pay the said money pro rata to Sudlow Laurence Spikes Beale, and Hilton Vaughan and return his receipts along with his report

to court in order to a further decree and the court doth further adjudge, order and decree that one of the commissioners this court take an account of the debts now outstanding and due from the estate of H. L. Cobb including such as may be from time to time and report the said account to court together with any matter specially stated deemed pertinent by himself or which he may be so required to state by any of the parties interested

Dec'd
Dansby
vs
Edwards
&
Thomas
vs
Cobb

To be recorded
Nov term 1882

Geo. H. Lord

Daugherty
vs
Edwards
&
Laurence
vs
Cobbi Adms &c.

Copy
Decree

Fee 50c. chgd. to
io B. Shands

In the Circuit Court of Southampton County.
November Term. 1882.

Daughtery
vs
Edwards. } Decree.
& Laurence =
vs
Cobb's Admr. &c.

These causes this day came on again to be heard on the papers formerly read, and the report of K. R. Griffin Special Commissioner of the sale of a lot of land lying in the town of Franklin in pursuance of a decree of this Court made at the May Term 1882, and to which report no Exceptions have been filed, and was argued by Counsel. On Consideration whereof, the Court doth adjudge order and decree that the said report be confirmed, and whereas the said Commissioner further reports that the said purchaser A. A. Holland, desires to pay the two bonds of $428.34 cts each before they mature, therefore the Court doth further adjudge order and decree that upon the said Hollands offering to pay them that the said K. R. Griffin may withdraw the same,

executing his receipt to the Clerk of this Court for them and upon their payment Execute to A. A. Holland a Deed with Special Warranty to the said lot of land in Franklin and pay the said money pro rata to Ludlow Lawrence, Spikes Beale and Hillory Vaughan and return his receipts along with his report to Court in order to a further decree. And the Court doth further adjudge order and decree that one of the Commissioners of this Court take an account of the debts now outstanding and due from the Estate of H. V. Cobb, including such as may be proved hereafter and report the said account to Court, together with any matter specially stated deemed pertinent by himself or which he may be so required to state by any of the parties interested.

A. Copy.
Teste. J. B. Price C. C.

Daughby

vs

Edmands et al

This cause this day came on again to be heard on the papers formerly read and the report of Commissioner Griffin this day filed by leave of the Court and was argued by Counsel, and it appearing to the Court that Salathiel Lewis purchaser of lot no 1 mentioned in said report has failed to comply with the terms of the sale of said lot. On consideration whereof the Court doth adjudge order and decree that Commissioner Griffin shall, unless the said Lewis shall within thirty days after notice of this decree, conform and comply with the terms of said sale, proceed to resell at public auction at the risk of the said Lewis, to the highest bidder, after thirty days notice of time and place of sale the lot purchased by the said Lewis, and designated as lot no 1. The terms of said sale to be the same as under the former decree, and make his report to Court

Daughtry
vs
Edwards et al

Decree - May
term cir ct - 1879

To be entered

Geo. T. Blow.

Daughty
vs
Edwards
vs
Lawrence
vs
Gibbs admr

Tobacco
Nov. 1884.

Geo Dews.

Enlnd
page 80

V
V

Daughtry
vs
Edwards
&
Lawrence
vs
Cobb's admr

Decree

This day these causes came on again to be heard on the papers formerly read and the two reports of March 10th 1884 and of October 10th 1884 of R.R. Griffin and to which reports no exceptions have been filed and the petition of M.E. Daughtry and the petition of John Bowen admr of B. Bowen dec'd and was argued by counsel on consideration whereof the court doth adjudge, order and decree that the said reports of R.R Griffin be confirmed and that the said R.R. Griffin out of the $2.57.58 cts in his hands pay first to M.E. Daughtry the sum of $41.02 cts costs which she has paid and incurred in these causes and the balance of the same pay to the administrator of B. Bowen dec'd it being a stockholders judgment obtained against S. Lewis in May 1882 and return his receipts to the court along with his report

Daughtry 3
" 3
Edwards 3½ Deceased
" 3
Lawrence 3
" 3
Cobb's admrs 3½

May Term 1885
To be entered

Geo. T. Brown

Discontinued
Entered

Daughtry
vs
Edwards
&
Lawrence
vs
Cobb's admrs

Decree

This day these causes coming on again to be heard on the papers formerly read and the report of special commissioner K.R. Griffin made pursuant to a decree of this court entered at the November Term 1884 of payments made by them and to which report no exceptions have been filed and was argued by counsel On consideration whereof the court doth adjudge order and decree that the said report be confirmed and it appearing to the court that nothing further is to be done in these causes the court orders the same to be removed from the docket