

1895- 11

Southampton County Chancery - Jackson Brick & Tile Co. vs Williams, Elpena

sure to receive rent from defendants'
land to settle debt. If this isn't
enough then sell land to settle.

Jackson B. & L. Co.
v. { Bill & Co.
Williams & Elkins

1894 2 Oct Rules filed
N.Y. & Co. lch.

C

JAMES L. MCLEMORE,
Attorney-at-Law,
COURTLAND, VIRGINIA.

Everett Wadley Co., Stationers and Printers, Richmond, Va.

To.

The Hon. C. W. Hill Judge of the Circuit
Court for the County of Southampton.
- In Chancery -

Jackson Brick & Tile Company,
a corporation, with its principal office
at Franklin Va. Complaining sheweth to
the Court, that on the 19th day of January
1894 it recovered judgment against Elpena
Williams of said County & State for the sum
of \$18.⁸⁰ with interest from Jan'y 19. 1894.
till payment + \$1.⁵⁰ costs. An extract of which
judgment is herewith filed marked "A." Of
this judgment no part has ever been paid.

That said Elpena Williams is seized of
a tract of land containing 35 acres more or
less bounded by the lands of Mr. Sanford
W. H. Bowers, Asbury Bowers's father, said tract
of land lying in Jerusalem District. That there
are other liens of record against the said land
and your complainant does not believe the
rents & profits will in five years pay the debt
outstanding against the same. and that it
is entitled to have the said land sold and
the proceeds directed to the payment of the
lien debts against the same in the order
of their priority.

Your complainant would state further

that on the 26th day of April 1894 the said defendant Elpina Williams was served with a notice as is required by section Code of 1887. as will appear by the said notice and the Sheriff's return thereon, filed herewith as Exhibit "C". -

In tender consideration whereof and for as much as your complainant is reminded in the premises save by the aid of a court of equity where all such matters are properly cognizable, to the end therefore that justice may be done it prays that Elpina Williams may be made party defendant to this bill and required to answer the same, that the said real estate may be subjected to the payment of your orators debt either by sale or renting as to the Court may seem just; that all such decrees & orders may be entered, accounts directed, & all such general & special relief may be granted your complainant as the nature of the case may require & notice is here given that a reasonable fee to plaintiffs counsel conducting this cause will be asked for out of the general assets coming under the control of the Court.

And your complainants will ever pray, &c.

J. L. McNamee Jy.

Jack Kent Brick & Tile Co
vs. Deere
Williams

1895. March 29.

In the court

Wm. T. Deere

We consent
J. L. McLeary Jy.
W. S. Holland

Jackson Brick & Tile Co.
versus Decree
Elpene Williams.

This day this case came on to be heard
and it appearing to the Court from the statement
of counsel that the matters and questions raised
in said case have been settled out of court, doth
adjudge order & decree that this case be dismissed,
and removed from the docket.

Jackson Brick & Tile Co
v } Notice

Williams

1895. ~~Feb. 23~~ March 4th.

Executed M. J. C.
1895 - by delivering a
copy of this Notice to
Elmer Williams

R. V. Williams
Left J. G. Williams
Left

Commissioner's Office,

Southampton,

Jerusalem, Va., Febry 11. 1885

To Jackson Brick & Tile Co.
and Elpena Williams

You are hereby notified that I have fixed upon the ~~5th~~ ^{4th} day of ~~February~~ ^{March} next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:

- 1- An account of the lien debts outstanding against Elpena Williams. with their priorities.
- 2- An account of the Annual and fee simple value of the real estate of the said Williams, ^{and} whether or not the rents and profits of the same will, in five years - pay the debts outstanding against the same - including Costs & Expenses.
- 3- Any other matter specially stated. deemed pertinent &c.

required to be taken by a decree of Southampton Circuit Court, rendered at the November term, 1884, in a suit in chancery depending in said Court, in which you are parties, plaintiffs and defendants; at which time and place you are required to attend.

Given under my hand, as Commissioner in Chancery of said Court, the day and year first aforesaid.

B. F. McLennan

Commissioner.

To the Sheriff of Southampton County to execute.

Jackson Bonnet & Co.

Dr. } Decees

Williams & Co.

A Copy.

Feb 23

Southampton Circuit Court, Nov. Term 1894.
Jackson Brick & Tile Co.
vs
Elspena Williams } Decree.

This day this cause came on to be heard on the bills & exhibits filed, bill taken for confessed, and was argued by Counsel.

On consideration thereof the Court doth adjudge order and decree that one of the Commissioners of this Court take report to Court the following:

1st An account of the lien debts outstanding against the said Elspena Williams with their priorities.

2nd An account of the annual and fee simple value of the real estate of the defendant & whether the same will in five years pay the debts outstanding against the same, including the costs & expenses.

3rd Any other matter specially stated deemed pertinent by himself or required to be stated by any party in interest.

A Copy

Teste: J. W. Howard C. C.

An account of the Annual and fee simple value of the
real Estate of Elpina Williams. reported by B.F. McLenore
Mch 6. 1895.

One tract or parcel of land	Fee Simple Value	Annual Value
Containing $34\frac{23}{100}$ acres, Valued at	\$400.49	\$25.00

Respectfully Submitted.

B.F. McLenore.

Cour in Chancery

An Account of the lien debts outstanding against
 Elpina Williams. with their priorities - reported by
 B. F. McLeod, Comr in Chancery, of the Circuit Court for
 Southampton County. By March 6. 1895. pursuant to decree
 of aforesaid Court. entered at the November Term 1895. in the
 Cause of "Jackson Brick & Tile Co. vs Elpina Williams".

1 st . Judgment due Jackson Brick & Tile Co.	18.80	
Int: from Jan'y 19. 1894 to Mch 19. /95	1.32	
Costs	1.50	21.62

2 ^d . A Deed of Trust. dated May 14 /92. recorded Augt 20. /94. from Elpina Williams, to H. J. Griffin Trustee. to secure the payment of one Note due Geo. Hill - for	100.00	
Total -		\$121.62

Respectfully Submitted.
 B. F. McLeod.
 Comr in Chancery

Jackson Brick &
Tile Co -

4th Floor
Report -

Eliza Williams

1895. Nov 7th filed
J. M. H. L. L.

Commissioner's Office.
Courtland. Va

To the Circuit Court of Southampton County.
Pursuant to a decree of the Circuit Court of the County aforesaid. entered at the November Term 1894 in the Cause of Jackson Brick & Tile Co. v. Elpena Williams, the undersigned Commissioner. to whom said decree has been referred. reports to Court. that having issued Notice against the parties. requiring them to appear before him, at his Office, in Courtland, on the 4 day of March 1895. to attend the taking of the Accounts required by the decree herein before mentioned. And said Notice having been duly executed. and returned. The Commissioner proceeded, on the day and date aforesaid. to make the following inquiries, investigate, take and state the following Accounts, viz:
1st. An account of the liens debts against the said Elpena Williams. with their priorities. and after carefully examining the records, finds liens against said Williams, amounting to \$121.⁶⁷. which has been arranged according to their priority.
2nd. An account of the Annual and fee-simple value of the Real Estate of said Elpena Williams. stating whether or not, the rents & profits from the same will, in five years, pay the liens thereon, including Costs and Expenses. An examination of the Land Book. discloses the fact that Elpena Williams is seized and possessed of a small tract of land

situated near Bowers, in Southampton County,
Containing $34\frac{23}{100}$ Acres. the fee simple value
of which is estimated at \$400.⁴⁹ and the annual
value at \$25.⁰⁰. The rents and profits arising
from the land will not, in the opinion of your
Commissioner, pay the lease thereon, including
costs and expenses - in five years.

The Commissioner, being requested, states spe-
cially, that the tract of land above referred to
was conveyed to Elspena Williams by deed of
bargain & sale - dated Jan'y 16. 1892 from F. E.
Stone wife & J. S. Fowler wife - and duly recorded
in the Clerk's Office of Southampton County Court.

Respectfully Submitted.

B. F. McLenore

Clerk in Chancery.

Com's fee \$0.⁰⁰
or ~~paid~~

Jackson B + Pile Co.

2" } Stat. Rules.

Williams

2" ✓ Act Rules

COURTS:

Isle of Wight, Nansemond,
and Southampton.

OFFICE OF

W. S. HOLLAND,

Attorney at Law and Commissioner in Chancery,

Windsor Station, Va, Mar. 7th 1895-

Mr. J. L. McLennan,
Nurbs,

In the chancery case against Eliza
Williams Col. I suppose you represent the Brick & Tyle Co
and no one else and that if your money, costs & int.
is paid you would dis miss the suit. I understand
Geo. Hill the negro claimant has not employed counsel
and has not appeared. If am right in these matters
it is my purpose to pay you debt, costs &c. Please
drop me a line and tell me amt. costs - and interest
incurred. I asked your father to send me original deed
to E. Williams if in office also to see if title
is good - then speak to him about it. Let me hear
at your early convenience

Yours very Truly
W. S. Holland

P.S.

I suppose our T. J. Thawers last case comes off this time.

W. S. H.

Jackson Brick & Tile Co

vs 3 Notice

William Espena

1894 Apr 16.

Executed April
26th 1894 by
delivering a copy
of this Notice to
Espena Williams
J. H. Williams
Shyff.

To O. P. Williams -

You are hereby notified that I shall institute suit to enforce the lien of the judgment docketed in the Clerk's Office of the County Court of Southampton County for \$18⁸⁰ with \$1⁰⁰ costs against you in my favor, unless the same is paid within sixty days from the date upon which you receive this notice.

April 9, 1894

Jackson Brick & Tile Co
by J. L. W. Leamore Atty.

Jackson Brick &
Tile Company.

Dr" } Sum

Williams

1894, 2nd Oct Rules
Dir. let.

Executed Oct. 11th
1894 by delivering a
copy of this Sum^y to
Ephra Williams

R. I. Williams dep^t
for J. Williams
Chff.

McLemore p. q.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON.....

Elpena Williams

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 *3*.....Monday in *October 1894* ~~next~~, to answer a Bill in Chancery
exhibited against *them*.....in our said Court by *Jackson Barick &*
Pile Company a Corporation,

And this *he*.....shall in no wise omit under penalty of law, And have then there this writ.

WITNESS, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this.....*10*".....day of
October....., 189*4*, in the 11.*9*th year of the Commonwealth.

TESTE:

T. M. Howard....., C. C.

25-13-18-10-18-50-35=
15-15-25-50-15-72-15-
72-40-25-

Shelf-
Lumber
Crown

Mch 1~~9~~95-

1.49

2.07

1.37

4.93

1.50

6.50

5.00

\$17.93

In Southampton

Justice Court,

Jan'y 19th Term, 1894

Jackson Brick & Tile Co. Pltff.
Against

In

Elpena Williams Deft.

Judgment for the Plaintiff against the Defendant for \$ 18⁸⁰ with
legal interest thereon from 19th day of Jan'y, 1894, till paid,
and costs, \$ 1⁵⁰

21.90
17.93
4.97
47.83

Extract.

Teste:

B. A. M. Lemore C. C.

21.7⁵ to mch 19.

Jackson, Briel & Hill

W. Deane

Alpena Williams

1894 Nov. 12

To be returned.
CMM

174

Jackson Drick & Tile (a)
vs. Deere
Elpus Williams

This day this cause came on again to be heard upon the bill & Exhibits filed, bill taken for confessed, and was argued by counsel - On consideration whereof the Court doth adjudge order and decree that one of the Commissioners of the Court take report to Court the following:-
An account of the lien debt outstanding against the said Elpus Williams with their priorities.

2nd. An account of the annual & fee simple value of the real estate of the Defendant & whether the same will in five years pay the debt outstanding against the same including its cost & expenses -

3rd. Any other matter specially stated second & third by himself or required to be stated by any party in interest.