1897-18 Southampton County Chancery Jaynes, Mary L. vs Jaynes, BF et als

"Land to be sold.
proceeds to Children &
Eslyn Jaynes and
balance to the Dfts.
& the Complainant"

Jaynes, W.J.
Whitfield, L.W.
Whitfield, Louisa A.
Tidwell, Jas A.
Tidwell Nannie R.
Whitfield, Roger T.

Joyner, by next friend,

vs. { Bill & exhibit

Joyner et als.

1 Acct Parties

W. J. SEBRELL,
ATTORNEY-AT-LAW,
COURTLAND, VA

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

To Hon. A. W. Hill, Judge of the Circuit Court of Southampton County:

Humbly complaining sheweth unto Your Honor your complainant, Mary L. Joyner, an infant of tender years, who sues by R. T. Whitfield her next friend, that, on or about the 26th day of July 1892, her grandmother Eliza Joyner, late of Southampton County, departed this life, leaving the following children, to-wit: B. F. Joyner, W. T. Joyner, Lonisa A. Whitfield, the wife of J. W. Whitfield, and Nannie R. Tidwell, the wife of Jas. A. Tidwell, and leaving among other property a certain tract or parcel of land lying in said County and containing 76 acres, more or less, and bounded by the lands of Mrs. Emma Hancock, Wm. Johnson, Andrew Holt and others; that by her last will and testament, which was duly admitted to probat at a County Court held in and for said County on the day of August 1892, the said Eliza Joyner gave and devised the said tract or parcel of land to Roger D. Whitfield upon the express condition that he pay $400.00, out of which sum $5.00 was to be paid to each of the aforesaid children of the said Eliza Joyner, and the balance

to your Complainant, the said Mary L. Joyner, as will more fully appear from a copy of said last will and testament herewith filed as exhibit "A", and prayed to be read as a part of this bill; that the said Roger T. Whitfield, as your Complainant is advised, declines to take the said tract or parcel of land under the condition imposed by said last will and testament, and disclaims any interest therein whatsoever under and by virtue of said last will and testament or otherwise; that, since the death of the said Eliza Joyner, the said B. F. Joyner has taken possession of the said tract or parcel of land and refuses to surrender or deliver up the same until he is compelled so to do by due course of law; that your Complainant is advised that, as the said Roger T. Whitfield declines to take the said tract or parcel of land as aforesaid, she is entitled to the same, subject to a charge thereon of $50.00 in favor of each of the aforesaid children of said Eliza Joyner dec'd., and that she should file her bill in Chancery asking that Your Honor will construe the

will of the said Eliza Joyner, and that, if in construing said will your Honor should be of opinion that your Complainant is so entitled to the same, subject to the charge aforesaid, that your Honor will make an order awarding said tract or parcel of land to your Complainant, subject to the charge aforesaid, and requiring the said B.F. Joyner to deliver up the possession of the same to your Complainant.

To the end, therefore, that justice may be done, and inasmuch as your Complainant is without remedy save in a Court of Equity, where matters of this sort are properly cognizable, your Complainant prays that the said B.F. Joyner, W.D. Joyner, I.W. Whitfield and Louisa A. Whitfield, his wife, Jas. A. Tidwell and Nannie R. Tidwell, his wife, and Roger I. Whitfield, be made parties defendant to this bill and required to answer the same, though answer under oath is hereby expressly waived; that proper process issue and all proper orders be directed; that your Honor will construe the will of the said Eliza Joyner dec'd, and, if in construing the same, your Honor shall be of opinion that the Complainant is entitled to the said tract or

parcel of land, subject to the charge aforesaid, that your Honor will enter an order awarding and decreeing the said tract or parcel of land to the Complainant, subject to said charge thereon, and requiring said B. F. Joyner to deliver up the possession of the same to the complainant, or that your Honor will decree the same to be sold, and out of the proceeds arising from such sale direct $50.00 to be paid to each of the said children of said Eliza Joyner decd., and the balance to be paid to the Guardian of your Complainant or his attorney, and for all such other, further relief as the nature of this cause may require or to Equity shall seem meet.

And your Complainant will ever pray &c.

W. J. Sebrell, p.q.

Jaymen by next friend
vs
Jaymen et als

Bill of Ex

A Copy.

Fee for Copies $1.75
Chg to Shandon Lee
Attys for Defts.

To Hon. C. K. Hill, Judge of the Circuit Court of Southampton County:

Humbly complaining sheweth unto your Honor your complainants Mary L. Jaymen, an infant of tender years, who sues by R. P. Whitfield her next friend, that on or about the 26th day of July 1892. her grandmother Eliza Jaymen, late of Southampton County departed this life leaving the following children to wit: B. F. Jaymen, W. P. Jaymen, Louisa A. Whitfield, the wife of J. W. Whitfield, and Nannie R. Tidwell, the wife of Jas A. Tidwell, and leaving among other property a certain tract or parcel of land lying in said County and containing 76 acres, more or less and bounded by the lands of Mrs Emma Hancock, Wm. Johnson, Andrew Nash and others: that by her last Will and testament, which was duly admitted to probat at a County Court held in and for said County on the day of August 1892. the said Eliza Jaymen gave and devised the said tract or parcel of land to Roger P. Whitfield upon the expressed condition that he pay $400.00, out of which sum $60.00 was to be paid

to each of the aforesaid children of the said Eliza Jaymer, and the balance to your Complainant, the said Mary L. Jaymer, as will more fully appear from a copy of said last will and testament herewith filed as exhibit "A" and prayed to be read as a part of this bill; that the said Roger T. Whitfield, as your complainant is advised, declines to take the said tract or parcel of land under the condition imposed by said last will and testament, and disclaims any interest therein whatsoever under and by virtue of said last will and testament or otherwise: That since the death of the said Eliza Jaymer the said B. F. Jaymer has taken possession of the said tract or parcel of land and refused to surrender or deliver up the same until he is compelled so to do by due course of law: That your complainant is advised that, as the said Roger T. Whitfield declines to take the said tract or parcel of land as aforesaid, she is entitled to the same subject to

a charge thereon of $75.00 in favor of each of the aforesaid children of said Eliza Jaymes dec'd, and that she showed file her bill in Chancery asking that your Honor will construe the will of the said Eliza Jaymes, and that if in construing said will your Honor showed be of opinion that your Complainant is so entitled to the same, subject to the charge aforesaid, that your Honor will make an order awarding said tract or parcel of land to your Complainant, subject to the charge aforesaid, and requiring the said B. F Jaymes to deliver up the possession of the same to your Complainant.

To the end, therefore, that justice may be done, and inasmuch as your Complainant is without remedy save in a Court of Equity, where matters of this sort are properly cognizable, your Complainant prays that the said B. F Jaymes, W. F. Jaymes, J. W. Whitfield and Louisa A. Whitfield, his wife, Jas. A. Tidwell and Nannie R. Tidwell his wife, and Roger T. Whitfield, be made parties defendant to this

bill and required to answer the same, though answer under oath is hereby expressly waived; that proper process issue and all proper orders be directed; that your Honor will construe the will of the said Eliza Jaymen dec'd and, if in construing the same, your Honor shall be of opinion that the complainant is entitled to the said tract or parcel of land, subject to the charge aforesaid, that your Honor will enter an order awarding and decreeing the said tract or parcel of land to the Complainant subject to said charge thereon, and requiring said B. F. Jaymen to deliver up the possession of the same to the Complainant, or that your Honor will decree the same to be sold and out of the proceeds arising from such sale direct 5^{cc} to be paid to each of the said children of said Eliza Jaymen dec'd, and the balance to be paid to the Guardian of your Complainant or his attorney; and for all such other, further relief as the nature of this cause may

require or the Equity shall seem meet.
And your Complainant will
ever pray &c

W. J. Sebrell p.q.

A Copy
Teste P. M. Howard C.C.

Whitfield Lumb.
to } Rebh
Schell & Shaub.

Received June 1st 1897 of W. J. Isbell and Wm. Shands, Special Commissioners in suit of Joyner, by next friend vs. Joyner et als Five & 20/100 dollars being in full payment of amt. decreed to be paid me by decree entered in said suit on the 25th day of March 1897.

Louisa A. Whitfield
Per E. Whitfield

Received Aug. 19. 1897 of W. J. Driscoll
& Wm. Shands Comrs. six dollars in
full of amt. due me in case of
Joyner by next friend vs Joyner et als.

S. B. Tillman

Witness:—

H. P. Bailey

Isowell N.R.
to
Shell & Shaw

Received Aug 19 1897 of W. J. Sebrell
& Wm. Shands, comrs. in suit of
Joyner, by next friend, vs. Joyner et al.
One & 50/100 Dollars in payment of
amt. due me for witness's fee in
said suit —

J. A. Tidwell

Witness: —

W. H. Pierson

Received of W. J. Sibell and William Shands, Comrs. in suit of Joyner, by next friend vs. Joyner et als. Ten & no/100 Dollars for services in ascertaining land, having made two sales of same.

J. W. Pittman

Nov Dec 12 1894

Mr Dable -

Dear Sir You
will hafter
to sell that
kind of
Gin I
have owned
A fact to
get mony
for I

Joyner, by next friend,
vs. } Orchy.
Joyner et als.

Report of Comrs.
W. J. Sibell and
Wm. Shands.

Joyner, by next friend,

vs. } Report of Comrs. Wm. Shands & W. J. Sebrell.

Joyner et als.

In this cause the Commissioners beg leave to report that, pursuant to decree herein entered on the 25th day of March 1897, they have collected from Merritt Johnson the purchase-price of $355.00, and have fully disbursed the same, in accordance with the direction of the said decree, as will more fully and minutely appear from a written statement, marked "X", and vouchers and receipts, herewith filed, and prayed to be read as part of this report. At the written request of the said Merritt Johnson filed among the papers in this cause, the Commissioners executed a deed, with special warranty, to W. H. Johnson for the the land in the bill and proceedings mentioned.

There is nothing further to be done in this cause.

Respectfully submitted,

W. J. Sebrell
Wm. Shands } Commissioners.

Toynes, per next friend

R. 3 Report of Comm.
3 Subpoena & Summ.
3

Toynes et als.

Joyner per next Friend
vs. Report of Comrs. Sell & Hand.
Joyner et als.

To the Honorable Robt. P. Prentis, Judge of the Circuit Court of Southampton County.

The undersigned, your commissioners appointed by decree entered at the March term 1896 of the Circuit Court of Southampton County, in the Chancery cause of Joyner per next friend N. Joyner et als. therein depending to sell the land in the bill and proceedings mentioned, owned respectfully report that in pursuance of said decree, they advertised the said tract of land in the bill & proceedings mentioned, to sale by public auction to the highest bidder at Courtland, Va. on Nov. 16th 1896 (Court-day) at which said sale Merrill Johnson became the purchaser in the sum of $355.00 that being the highest bid.

And your commissioners further report that the said Merrill Johnson desires and elects to pay the entire

purchase price in cash upon the confirmation of the said sale by this Honorable Court.

In the opinion of your Commissioners the sale is a good one and they therefore, respectfully recommend that the same be confirmed,

Respectfully Submitted.

W. J. Tebbitt } Comrs
Wm Shandz }

Joyner, by next friend

vs

Joyner et al.

Answer of J. Hattie Joyner

Filed Apr 5 1913

[illegible]

The answer of Mattie Joyner, widow of B.F.Joyner, deceased, to a bill in equity exhibited in the Circuit Court of Southampton County by Mary Lou Joyner by Roger T.Whitfield her next friend, against B.F.Joyner and others.

This respondent says that she is the widow of B.F.Joyner who has died since the institution of the said suit, that not having been heretofore made a party to this suit, she now comes in and prays to be made a party defendant to the same, and that the said suit further proceed and her rights therein be litigated just as if she had been originally made a party to the suit; that in the opinion of this respondent the sale to Merritt Johnson is a good one and should be confirmed, and the proceeds distributed among those entitled thereto, and that if that Court should be of opinion that this respondent is entitled to any part of the proceeds, that such part be decreed to be paid to this respondent.or her attorney. And now having fully answered she prays hence to be dismissed &c

M. L. Joyner
By
Jno. R. Doles
Atty.

To the Honorable Robert R.Prentis, Judge of the Circuit Court of

Southampton County.

The answer of John R.Boles, Guardian ad litem for Ella M.Joyner, Sallie Joyner, Stacey Joyner and Benny Joyner, infants under the age of [illegible] to a bill in chancery exhibited in the Circuit Court of Southampton County against B.F.Joyner and others, by Mary Lou Joyner by next friend, the said B.F.Joyner having departed this life during the progress of this suit, leaving the said infants as his heirs-at-law, the said suit having been revived in the name of the said infants and the said John R. Boles having been appointed their guardian ad litem.

This respondent says that he believes the sale reported to have been made to be a good one and that it is to the interest to the parties that the same should be confirmed.

And now having answered he prays to be hence dismissed &c.

Gdn. ad litem for Ella M., Sallie, Stacey and Benny Joyner.

Joyner, &c next friend
vs.
Joyner et als.
Ans. Gdn ad litem

To the Honorable Robert R.Prentis, Judge of the Circuit Court of Southampton County.

The answer of John R.Doles, guardian ad litem for Ella M.Joyner, Sallie Joyner, Stacey Joyner and Benny Joyner, infants under the age of 21 years, to a bill in chancery exhibited in the Circuit Court of Southampton County, against B.F.Joyner and others, by Mary Lou Joyner by next friend, the said B.F.Joyner having departed this life during the progress of this suit, leaving the said infants as his heirs-at-law, the said suit having been revived in the name of the said infants and the said John R. Doles having been appointed their guardian ad litem.

This respondent says that he believes the sale reported to have been made to be a good one and that it is to the interest to the parties that the same should be confirmed.

And now having answered he prays to be hence dismissed &c.

Jno. R. Doles

Gdn. ad litem for Ella M., Sallie, Stacey and Benny Joyner.

To the Honorable B.B.Dermott, Judge of the Circuit Court of
Southampton County.

The answer of J.W.Williams, sheriff and as such administrator of B.
F.Joyner, deceased, to a bill of Equity exhibited against said B.F.Joy-
ner and others in the Circuit Court of Southampton County by Mary Jon-

[illegible] the said B.F.Joyner during his life-time. The said J.W.Williams, sheriff
and as such administrator of B.F.Joyner, and the said Mary Jones
[illegible] in the name of the said J.W.Williams, sheriff and as such ad-
ministrator of B.F.Joyner, deceased.

That he knows no reason why the said relator
should not be entitled to the relief prayed for in her said bill.
This respondent further answering says that he believes the said
bill to have been made and filed for the purpose of vexation and
delay only and that the matters and things therein contained
are not true as this respondent is informed and believes and
have been stated and set forth by the complainant with the in-
tention to misrepresent and deceive.

And now having answered the said bill, the said J.W.Williams, sheriff
and as such administrator of B.F.Joyner, and the said Mary Jones
pray that they may be dismissed &c.

Sheriff and as such Admr. of B.F.Joyner.

To the Honorable R.R.Prentis, Judge of the Circuit Court of Southampton County.

The answer of J.W.Williams, sheriff and as such administrator of B. F.Joyner, deceased, to a bill of Equity exhibited against said B.F.Joyner and others in the Circuit Court of Southampton County by Mary Lou Joyner, by her next friend. , the said B.F.Joyner having departed this life during the pregress of this suit, the said J.W.Williams,sheriff and as such administrator of said B.F.Joyner, and the said suit having been revived in the name of said J.W.Williams,sheriff and as such administrator of B.F.Joyner, deceased.

This respondent says that he knows no reason why the sale reported to have been made should not be confirmed, that he believes the sale to be a good one and therefore should be confirmed

And now having answered he prays hence to be dismissed &c.

J.W.Williams

Sheriff and as such Admr. of B.F.Joyner

Johnson Merritt
to 3.
Shaub & Sibrell, Comrs.

Request to make deed
to W. H. Johnson

Messrs. William Shands and W. J. Sebrell, Commissioners in suit of Joyner, by next friend vs. Joyner et als:-

You are hereby authorized and requested to make the deed to W. H. Johnson for the Eliza Joyner land bought by me at the sale made by you as Commissioners under decree of the Circuit Court of Southampton in above-styled suit depending in said Court.

Given under my hand and seal this 6th day of April 1897.

Merritt Johnson {Seal.}

Witness:-
Jno. T. Sebrell Jr.

Joyner. by next Friend

vs { Statement of Rules on Sci. Fa: to revive suit.

Joyner et als

Mary L. Joyner, by R. T. Whitfield her next friend. } Plaintiff

vs.

J. W. Williams Shff. of Southampton and as such Admr. of B. F. Joyner dec'd. Ella M. Joyner. Sallie Joyner. Stacy Joyner & Benny Joyner - last four infants. W. T. Joyner. J. W. Whitfield and Louisa Whitfield his wife. J. A. Tidwell and Nannie R. Tidwell his wife. and R. T. Whitfield } Defendants

1897. February 22nd. Sci: Fa: Issd. to 1st. March Rules.

1897. 1st. March Rules. Sci: Fa: returned executed on J. W. Williams Shff. & Admr. of B. F. Joyner dec'd. J. R. Doles appointed Gdn. ad litem to infant defendants

Sci. Fa: Issd. as to infant defendants

Decree nisi vs. J. W. Williams Shff & Admr.

1897. 2nd Mch. Rules. Deed received, Bill taken for confessed as to J. W. Williams Shff and Admr. Sci: Fa: Rets. executed on J. R. Doles Gdn. ad litem to infant defendants. and Cause set for hearing

The Commonwealth of Virginia.

To the Sheriff of Southampton County-Greeting.

Whereas Mary L. Joyner, by R. T. Whitfield her next friend, heretofore Exhibited to our Circuit Court of Southampton County, sitting in Chancery, a Bill of Complaint against B. F. Joyner, W. T. Joyner, J. W. Whitfield & Louisa A Whitfield his wife, J. A. Tidwell & Nannie R. Tidwell, his wife, whereupon Sundry proceedings have been had, as appears from the records and files of the said Court, but before a final decree could be pronounced in the Cause, the said B. F. Joyner has departed this life, leaving the following children as his heirs at law, viz: Ella M Joyner, Lucie Joyner, Stacy Joyner & Bunny Joyner (all infants) and whereas the estate of said decedent has been committed to J. W. Williams Sheriff & Admr. And the said Mary L. Joyner by R. T. Whitfield her next Friend, having supplicated us for a proper remedy in this behalf, and We being willing that what is right and just should be done; Therefore, We Command you that you make known according to Law to the said J. W. Williams Sheff. & Admr. of the said B. F. Joyner decd, and whereas J. R. Doles has been ~~appointed~~ appointed Gdn. ad litem for the said infant defendants, at 1st. Mch. Rules of this Court. J. R. Doles Gdn. ad litem for the said infants, and the said infants by the said J. R. Doles their Gdn. ad litem, that they be at the Clerks Office of our said Circuit Court, at the rules to be holden for the said Court on the 3rd Monday in March 1897. to show cause, if any thing they have or know to say why the said suit should not be proceeded into a final decree against them in character aforesaid, and be in all things in the same plight and condition

Jayner, by next friend
vs. Dei: Fa:
vs. vs.
Jayner et als. J.R. Doles, Gdn. ad litem for B.F. Jayner infants.

1899. Lis Pendens. Release.
Lis Let.

I acknowledge legal service of the within, this 12th day of March 1897.

Jno. R Doles

G'dn. ad litem &c.

Executed by Jno. R. Doles Gnd. ad litem &c acknowledging legal service hereof

J.T. Williams Atty

March 12th 1897

as it does at the time of the death of the said B. F. Jayner, and I further do and declare that our said Court shall be in that behalf open and hold its sessions, and shall have the power to issue all writs and processes, and do all things which may be necessary to the exercise of its jurisdiction.

Witness, L. A. Lay, Clerk of our said Court at the Courthouse, this 1st March Term 1897. in the 121 year of the Commonwealth,

Test: L. A. Lay C.C.

Sebrell & Sebrell & Shands. Ston

The Commonwealth of Virginia.

To the Sheriff of Southampton County -- Greeting

Whereas Mary L. Joyner, by R. T. Whitfield her next friend, heretofore exhibited to our Circuit Court of Southampton County, sitting in Chancery, a bill of complaint against B. F. Joyner, W. T. Joyner - J. W. Whitfield & Louisa A. Whitfield, his wife, J. A. Tidwell & Nannie R. Tidwell his wife, whereupon sundry proceedings have been had, as appears from the records and files of the said Court, but before a final decree could be pronounced in the cause, the said B. F. Joyner has departed this life, and whereas the estate of said decedent has been committed to J. W. Williams Shff. & Admr., And the said Mary L. Joyner by R. T. Whitfield her next friend, having supplicated us for a proper remedy in this behalf, and we being willing that what is right and just should be done: Therefore, we Command you that you make Known according to law to the said J. W. Williams Shff. & Admr. of the said B. F. Joyner dec'd that he be at the Clerk's office of our said Circuit Court, at the rules to be holden for the said Court on the first Monday in March 1897, to show Cause, if anything he have or know to say why the said suit should not be proceeded into a final decree against him in character aforesaid, and be in all things in the same plight and condition as it was at the time of the decease of the said B. F. Joyner, and further to do and receive what our said Court shall in that part Consider. And have then there this writ.

Witness, L. A. Gay, Clerk of our said Court.

Jayne. by next Friend
vs. } Sci Facias
vs
J. H. Williams Shff. & admr.
Jaynes et als.

1897. 1st Mch. Rules

Lev. Let.

Executed by delivering a copy of this Sci. Fa. to J. H. Williams Shff. & admr. Feb. 27/97 F. L. Hatfield Deputy for J. H. Williams Shff.

(1)

Sebrell & Sebrell & Shanderson

at the January Term, 1897, in the 121 Year of the Commonwealth Va. R. Clay 63.43.

This writing, day of February

Gen. W. B. SHANDS.

WILLIAM SHANDS,
Commissioner in Chancery.

W. B. SHANDS & SON,

ATTORNEYS - AT - LAW.

COURTS:—SOUTHAMPTON, NANSEMOND, ISLE OF WIGHT, SURRY, SUSSEX AND GREENSVILLE COUNTIES, AND STATE AND FEDERAL COURTS AT NORFOLK AND PORTSMOUTH, VA.

COLLECTION OF CLAIMS A SPECIALTY.

In Re *vs.*

Courtland, Va, ... 189

Joyner Land sold to Merritt Johnson
$355.00 - John Hendley agrees to advance
money to pay full price -

Virginia.

In the Circuit Court for Southampton County
May Term 1894.

Joyner, by next friend
vs. } Decree
Joyner et als.

This day this cause came on to be heard upon the bill of the complainants, taken for confessed as to all the defendants, except B.F. Joyner and R.T. Whitfield, the answers of the said B.F. Joyner and R.T. Whitfield, the replication thereto, the demurrer of B.F. Joyner to the bill, and the exhibits filed, and was argued by Counsel. On Consideration whereof, the Court, over-ruling the said demurrer, doth adjudge, order and decree that it be referred to one of the Commissioners of this Court to inquire and report whether it would be to the interest of the infant, Mary L. Joyner to take the land subject to the charge of certain legacies or whether it would be to her interest to have the land sold and out of the proceeds to pay costs of suit, and the legacies, and the balance investing for her benefit - and the Commissioner is further directed to inquire and report to the Court whether the alleged Contract set up in the answer of the defendant, B.F. Joyner, is a valid and subsisting one, returning along with his report the evidence taken by him upon this question - which ~~inquiries the Commissioner will make and report,~~ together with any other matter ~~generally stated~~ deemed pertinent by him or required to be stated by any ~~party~~

and the said Commissioner is, also, directed to take an account of debts outstanding against the estate of the said Eliza Joyner, and an account showing the actual and annual value of the lands whereof the said Eliza Joyner died seized

any possessory. Which inquiries the Commissioner will make any report, together with any other matter specially stating deemed pertinent by himself or required to be stated by any interested party.

A copy,

Test- L. A. Gay b.b.

Joyner, by next friend
vs.
Dean
Joyner et als

Equity 673

Q Do you or not think the interest of the infant Mary L. Joyner would be promoted by sale of the real estate in the bill mentioned, and the payment of the legacies under Mrs Joyners will be paid out of the proceeds, or would it be to her interest to keep the land and pay the legacies?

A I think it would be to her interest to sell it, because if she keeps it she can get no income without a great outlay.

Q Would the interest or right of any one be violated by said sale, so far as you know?

A. Nobody at all E Bradshaw

Joyner by next friend
vs.
Joyner et als.

Report

In the Circuit Court of Chesterfield County, Virginia.

Your commissioner to whom was referred the bill and exhibits, and depositions taken in the above entitled cause, reports that he has given the parties due notice of the time and place of taking the depositions, and has attended at the times and places mentioned in the notices, and has taken the depositions of the witnesses, and has annexed the same to this report.

The complainant also introduced the evidence of E. [illegible] and [illegible] Joyner, which is herewith returned.

The defendants introduced no evidence.

Your commissioner is of the opinion that the interest of the infant defendant, Mary Joyner, is a vested one, and that she is entitled to a share of the estate of her father, Thomas Joyner, deceased, and that the same should be sold for the purpose of division among the heirs at law of said Thomas Joyner, deceased.

Your commissioner is of the opinion that the land should be sold in one parcel, and not in lots, and that the sale should be made on a credit of one, two and three years, the purchaser giving bonds with approved security for the deferred payments, and the title to be retained as ultimate security for the purchase money.

Your commissioner is of the opinion that the land should be sold on the 1st day of January, 1894, at the front door of the Court House of Chesterfield County, Va., between the hours of 12 M. and 4 P. M., after having given thirty days notice of the time, place and terms of sale by publication in the Richmond Dispatch, a newspaper published in the City of Richmond, Va., and by posting a notice at the front door of the Court House of said County, and at three other public places in said County, one of which shall be at the Court House of Magisterial District No. 1, at least thirty days before the day of sale.

All of which is respectfully submitted.

Commissioner.

Filed in the Clerk's office of the Circuit Court of Chesterfield County, Va., this 16th day of November, 1893.

Teste: [illegible] C. C.

In the Circuit Court of Southampton County, Virginia.

The undersigned, to whom was refered the taking of, and reporting to this Court the several enquiries called for in the decree entered in the Chancery cause of Joyner, by next friend, Vs. Joyner et als. at the May term 1894, begs to submit the following; That after taking a large amount of evidence on the point as to whether the alleged contract set up in the answer of the defendant B.F.Joyner, is a valid and subsisting one, in which evidence there is a great conflict, and doubt as to the truth, a proposition has been made by the defendant and accepted by the plaintiff so far as she or those acting for her can accept, whereby the questions involved are eliminated, which proposition is, that the land be sold, and after paying the specific legacies mentioned in the will of Mrs. Eliza Joyner decd. that the remainder of the money arising from the said sale be equally divided between the said B.F.Joyner and Mary Lou Joyner the infant, plaintiff.

Your commissioner is of the opinion that the interest of the infant will not be violated, but on the contrary, and in the light of the circumstances, he believes it would be the best way to settle a long and vexacious suit, and in the end would save all parties further cost and delay, and he therefore recommends to your consideration the proposition, and believes the interest of the infant will be promoted by an acceptance of the same by the Court.

The Commissioner also herewith returns the evidence of E. Bradshaw, taken on the point of the advisability of exposing the farm in controversy to sale for a division, in accordance with the compromise aforesaid, and he thinks from the said evidence that it would be to the interest of all to sell the land, as he has reasons to believe the same is rapidly depreciating in value. Your commissioner is the guardian ad litem of the infant, and therefore was present at the taking of the evidence, as he took the same as commissioner in chancery.

Respectfully Submitted.

Respectfully Submitted
Jas L. McLemore
Commissioner

Commis fee $2.00
Chg'd to Plaintiff

[8]

The deposition of Edwin Bradshaw and others, taken before me, D. L. McLemore, a Commissioner in Chancery for the Circuit Court of Southampton County Va., pursuant to notice hereto annexed, at
in Courtland, Va., on the
10th day of Sept. 1895, between the hours of
A.M. and P.M., to be read as evidence in behalf of Mary L. Joyner, by next friend, in a certain suit in Equity, depending in the Circuit Court of Southampton County, Va., wherein B.F. Joyner et als are defendants and Mary L. Joyner, by next friend, is plaintiff.

Present- W.B. Shands, Atty. for Defts.
" W.J. Sebrell & Jas. Sebrell, " " Plff

The witness E.N. Davis, being duly sworn, deposes as follows:

Q: 1- What is your age, residence and occupation and do you know the parties to this suit?

A: My age is 36 years. I reside in Southampton

Q: Did she, during the years next preceding her death, trade with you at your Store, buying Sugar, and other such Articles of merchandise, and if so, did she settle for same herself or were they settled for by some one else?

A: She bought merchandise of various kinds from me and settled for it herself

Q: Did she, during the years next preceding her death, trade with you at your Store, buying Sugar, and other such Articles of merchandise, and if so. did she settle for same herself or were they settled for by some one else?

A: She bought merchandise of various kinds from me and settled for it herself

Q: Did she, at any of the times when trading with you. make any statement showing that she used her own money in Settlement of her bills. and, in providing for herself?

A: She did. I have heard her say that it took about all the money she made by Curing Cancers to provide for herself and family. this statement was made a year or two before her death, to the best of my recollection.

Q: By Defendants' Counsel!
How near did you live to Mrs Joyner.?

A: About three miles.

Q: How much merchandise did you sell her in the from 1885 to 1892?

A: I Cant say. dont know the amount sold her in any year. it was a Cash transaction. and Cant remember the amount.

Q: Did you sell her any Flour or Bacon?

A: I Cant remember Articles. but expect I did.

Q: With whom did she live?

A: I dont She lived at her home place, but I do not

know, of my own knowledge, who lived with her.

Q: Did you visit her for the last few years of her life?

A: No Sir.

Q: Do you know whether she hired any servants?

A: I do not.

Q: Was'nt Mrs Joyner a very old and infirm person?

A: She was not. when trading with me. She was Sprightly and active. used to walk from her home, to my Store a distance of three miles.

Q: Do you know whether she Cooked her own food?

A: I do not.

Q: Do you know whether she made any Crop?

A: I do not.

Q: Do you know whether she bought any fertilizer?

A: I do not.

Q Do you know whether B.F. Joyner lived with her or whether she lived with B.F. Joyner?

A I do not.

Q. Do you know anything of her domestic life for the last five or 6 yrs of it?

A. I do not.

Q Then I understand you to say that at various times you sold her goods at your store, for which she paid, but that you do not remember the amount of money she paid you?

A. I do not.

Q What would you consider a fair price per boarding & lodging this old lady

Mrs Eliza Joyner ~~for~~ per pro.

A. Including wasting everything, I think it worth from $100 to $125. the lowest.

Q. You know nothing of the contract of your own knowledge between B.F. Joyner & his mother Eliza Joyner of the gift of this land in consideration of his supporting her for the residue of her life.

A. I know nothing whatever.

Q. Were you present at any conversation between Mrs Eliza Joyner & Wiley T. Joyner in regard to the gift of this land to B.F. Joyner in consideration of his supporting her the residue of her life?

A. I was not & know nothing about it.

Q. Were you present at any conversation between Mrs Eliza Joyner her son B.F. Joyner in regard to the gift of this land to her son, in consideration of his supporting her during the residue of her life?

A. I was not & know nothing about it

And further this deponent saith not.

E.W. Davis

The witness J. W. Johnson being duly sworn deposes says.

Q. What is your age, residence & do you know the parties to the suit?

A. I am 46 years of age, live in Southampton County & know the parties to this suit.

Q. Did you or not sometime since prior to B. F. Joyner went to Mrs Eliza Joyner's relation, write a will for Mrs Joyner at her request & if so, do you know what disposition she made in that will of the property in question?

A. Yes Sir I did. I know she gave the bulk of her property both real & personal to her grand daughter & told me she wanted her to have the most of what she left - but she gave some trifling legacies to other of her relations. - She has since made a subsequent will & the one I wrote is destroyed as I understand. She sent for the one I wrote about a week or ten days before her death, saying she wanted it changed.

Q. Did she in the will you wrote give the property in question or any part thereof to B. F. Joyner?

A. She did not.

By Defendants Counsel

Q. How far do you live from B. F. Joyner?
A. About 2 miles.
Q. Where did Mrs. Eliza Joyner live at times of B. F. Joyner's death
A. She lived at the old place-
Q. Who did she live with?
A. I am rather inclined to think by B. F. Joyner she was living with her, but I am not positive-
Q. Did you visit her often?
A. I never went there on a visit more than two or three times in my life.
Q. How long have you lived near her?
A. About 46 yrs.
Q. Do you know whether Mrs Joyner made any crop?
A. I do not. But there has been a crop raised on the farm every year.
Q. Do you know what Mrs Joyner made the crop?
A. I do not.
Q. Did she hire any servants?
A. I do not know.
Q. Do you know who cooked & washed for her?
A. I do not, I know nothing of her domestic life at all-
Q. What would you consider a fair price per boarder & washing per month & year per year?

9.11.9-

A. I never boarded any body & dont Know what it is worth.-

Q. What is the price of board, lodging & washing in your neighborhood.?

A. I dont Know.

Q. What is the price of bacon ~~& flour~~ pr lb. & flour pr bbl.?

A. Bacon about 10 cts & flour $4.25.

Q. How many bbls flour will it take to support a person pr yr.?

A. About three bbls if they eat nothing else.

Q. How many pounds of bacon pr year to support a person pr year.?

A. About 150 lbs. per a woman.

Q. How much sheep & offer pr year.?

A About $10.00 worth.

Q. You dont Know of your own Knowledge anything about contract with B.F. Joyner & Elza Joyner as to gift of the farm in consideration of support &c.

A. I Know nothing about it.-

Q. All you Know about this property was the will which you wrote for Mr Elza Joyner some eight or ten years ago. which was destroyed.?

A Thats all I Know.

Redirect Examination by Plaintiffs

Q. In your examination you were questioned

Jno.

as to board for Mrs Eliza Joyner - will you state whether or not from your acquaintance with her & your knowledge of her financial condition & occupation & pursuit in life up to within a short time before her death, she was able to earn her own board & provide for herself?

A. I think she was financially able to do so but don't know whether she did or not. I know she had some income but don't know how much. Know proper came to her to be treated for cancer from a long distance, but don't know what she charged.

And further this deponent saith not.

J. W. Johnson.

The witness E. D. Bradford being first duly sworn deposes & says:-

Q. What is your age, residence & do you know the parties to this suit?

A. I am 73 yrs of age live near to & know the parties to the suit.

Q. A copy of the will of Eliza Joyner dec'd. which was probated in the County Court of Southampton at the Aug. Term 1892. same bearing date July 14 1892. collated by Saml. J. Brand & J. D. Whitfield is filed as

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Exhibit "A" among the papers of this cause: Will you please take the said Copy & examine & inspect same & say if you were present when the said Will was executed by said Eliza Joyner, & if so, tell all you know about the same?

A. I was present when the original was signed by Mrs Joyner & witnessed by Mr Saml. Brandt & J. E. Whitfield. I wrote the will for her as she talked it to me. at her request. She told me she did not want any of her children to have any thing she had; she said she had given Fanny (Mrs Tidwell) all she was able to give her, Tommie her son (Wiley T.) especially & she didn't want to have any thing he had been unkind to her & didn't spoken to her in several years. She said she didn't want Frank's wife to have anything nor Frank either, that Frank's wife has been unkind to her & Frank had backed her in so doing. She named by Frank "B. F. Joyner". She wanted Roger L. Whitfield to have the land but wanted Mary Lou. Joyner to have the value of it. $400. as she estimated it. She said the little girl has been mighty dutiful to her, & had done for her. waiting & minding to her.

Q. Were you present after the death of Mrs Eliza Joyner. when her personal estate was appraised & if so, state if you know. were there any groceries appraised as her personal property?

A. Yes sir. I was present. There was 1 bbl flour, 2 or 3

hundred lbs bacon + 20 lbs lard

Q. Were you at the sale of the chattel property & if so were the above mentioned groceries sold at the sale as her property?

A Yes. they were so sold.

Q Was Mr. B. F. Joyner present at the appraisement or sale of the property aforesaid & if so did he raise any objection?

A. He was present at both & raised no objection & made no claim to the property.

Q. Did you know Mrs Eliza Joyner during the last few years of her life & up to the time of her death & if so. from your acquaintance with her & your knowledge of her occupation was she able to earn her board & provide for her self?

A. I knew her up to the time of her death & she was able to provide for herself up to within one month of her death.

Q. Do you know whether or not she did buy provisions for herself & family?

A. I do not know.

Q. Do you know whether or not she had any occupation from which to derive profit or income & if so was it sufficient to make provision for the necessaries of her life?

A. I think the income from her farm & profession was sufficient to support her.

E. Brooster

Q. How your personal opinion of your farm still like was the farm in question, if so state its condition now as compared with the time when B.F. Joyner went there to live?

A. I do & its condition is not anything like so good. There has been no improvement since he went there, & the farm has been going down.

Q. Was Mrs Joyner at the time of the making after will, which upon which you wrote for her, a copy of which is filed as Exhibit "A" in this suit, of sound & disposing mind & memory?

A. I think she was.

By defendants Counsel.

Q. Did you go to B.F. Joyner's often,

A. Three or four times per year.

Q Were you present when the contract between B.F. Joyner & his mother Eliza Joyner was made that she would give him her land at her death in consideration of his supporting her & nursing her during the residue of her life, in consideration of the gift of the land at her death?

1 This Question was objected to by counsel for defendants on the ground that it was irrelevant & immaterial & the question allowed in the controversy.

A. I was not present & know nothing about it.

Q. Were you present when the conversations Contract between B.F. Joyner & Ann E. Joyner was

made that she would give him her land at her death in consideration of his supporting her & nursing her during the residue of her life in consideration of the deed of her land at her death?

A. I never heard any such conversation.

Q. Did you know wh B.F. Joyner moved to his mother place?

A. I know he has been there some years.

Q. Did Mrs E. Joyner do her own cooking?

A. I never saw her cooking.

Q. Did she have any servant?

A. none at all except her little grand daughter Mary Lou Joyner.

Q. How old was she at that time; the gr. daughter? (of the death of Mrs Joyner)

A. Some 13 or 14 yrs.

Q. Who supported Mrs Joyner & her Gr. daughter.

A. I thought she supported herself from what she told me. but I don't know it of my own knowledge.-

Q. What would be a reasonable price for boarding & lodging Mrs. Eliza Joyner 8 yrs.?

A. For the last 8 yrs up to a month of her death. I think her board ought to be very little. she was more useful than expensive in any family.

Q. When you went there to write her will

C Brothers

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who come for you.?

A. Young Mr. Whitfield -

Q. When you got there who did you find there?

A. I found Mrs Joyner her Son & daughter & the same young Mr Whitfield:

Q Was B.F. Joyner there.?

A. No sir. neither he nor his wife they were at another farm across the swamp.

Q What kin was young Mr Whitfield to the divise in the wille.?

A. Cousin.

Q Do you know why they selected this occasion to write the will during the absence of B.F. Joyner this wife?

A Yes sir: She told me her reason. She says she has picked this opportunity while they were away because if they were there & found it they would pitch her out of doors in her helpless condition.

Q. How long did she live after making this will.

A About two weeks.

Q Did you carry the will away with you.?

A. No sir, she took it & put it under her pillow & afterward sent it to me by young Mr. Whitfield. & I was requested by all of the parties to read it after the burial -

Q Did B.F. Joyner wife turn her out of house & home after she mad. the will -

A. No sir, I dont know that they knew it was made until it was read at the funeral -

Q How often did you visit her

A. Hey was sick I went there some 1/2 dozen times.

Q Do you know of your own personal knowledge that B.F Joyner & wife were united to Mrs Joyner.?

A. I do not.

Q Did any body else live in the family of the Jones save B.F. Jones wife & the Grandchild?

A. I dont Know of any body else.

Q Could not Mrs. Jones at any time previous to his death except the last month of her illness have gone to any other of her children if she so desired?

A. Of course she could have gone if she so desired.

Q. Do you know whether any of her children offered to take care of her?

A. I do not.

Q. Then you would conclude from the facts that she preferred to remain with her Son B.F. Jones & his wife?

A. I think she preferred staying at her own home & on her own premises. & that she always claimed it to be her home.

Q. Who boarded this young lady Mary Lou?

A I dont know. I think her Grand mother did.

Q. Do you know of your own personal knowledge that Mrs Eliza Jones boarded this child.

A. No.

Re. direct Examination.

Q. In giving her reasons as stated by you by Mrs Eliza Jones why she wished to have her will written in the absence of B.F. Jones wife did she say or in any manner imply that she had promised B.F. Jones to give her farm to

E Brockett

him?

A. I never heard her say or imply that she had.

Q. Then did you understand her statement that she asked that time because if B. F. Jopp or wife new it "they would pitch her out in her helpless condition", to imply that she was under any obligations to them, or that she feared they would treat her unkindly, because she had given them nothing under the will.

A. I understood her to mean that they would treat her unkindly because they had kept them out.

Q When you received the will from young Mr. Whitfield had it been in any manner changed since you wrote it?

A. Not at all.

And further this deponent saith not

E Brockett

The witness A.S.Holt being first duly sworn deposes and says:

Q What is your age residence and do you know the parties to this suit

A I am 65 years old live near the parties to the suit and know th them all.

Q How near did you live to Mrs. Eliza Joyner at the time of her death and how long had you lived there?

A About half mile from her all my life.

Q Did you visit her frequently, from the time B.F.Joyner went to her house to live, up to the time of her death?

A Yes sir.

Q Did she during that time provide for herself or was she supported by some one else?

A It looked to me like she supported herself.

Q Did she buy her own provisions and settle her own bills?

AAA Yes sir I have seen her buy flour, sugar, meat and lard all from with and pay for them out of her own purse.

Q Did you know her during this period to buy, cows heifers.

A I have known her to buy them three times, and I helped twice in killing them. She bought three to four at a time.

Q Do you know whether she sold this year or whether she kept it for the support of her family?

A She sold the hams and kept the other.

Q Since B.F.Joyner moved there to live has he helped her more or even as much as she has helped him?

A My knowledge is that she was more help to him than he was to her.

Q Was the timber on the place B. F. Joyners' or Mrs. Joyners' I mean to say, did you during the period B.F.Joyner lived with Mrs. Joyner. try to use any of the timber or cut any of the trees on the land in question? and if so, did you find them to be controled by B.F.Joyner or Mrs. Eliza Joyner?

A I found them controled by Mrs. Joyner, while B.F.Joyner lived there I went to B.F.Joyner and asked him if I could cut some trees on Mrs. Joyners' land adjoining my land, and he told me he could'nt do it that I would have to go to his mother, Mrs. Eliza Joyner. I went to her and got her permission, and did cut them.

Q Do you know whether or not she sold any timber on said land to any other parties?

A Yes she sold some to the Surry Lumber Co.

Plaintiff hereafiles a ~~[illegible]~~ an office copy of deed from Mrs. Joyner to the Surry Lumber Co. which the they pray to be filed as a part of these depositions marked "E I C."

Q What is the condition of the farm in question now as compared with what it was when B.F.Joyner went there to live?

A It has gone down considerably, fences have rotted down, and bushes grown up on open land.

Q Has B.F.Joyner put any improvements upon the said farm.

A No.

Q Did he ever tell you why he never put any improvements upon it?

A Yes sir, he said he could'nt afford to do it, for then the old lady died he would lose it. He told me this since he went there to live with her.

Q State whether or not you were at the sale of Mrs. Joyners chattel property, and if so were there any flour, meat or other groceries sold?

A I was there,and saw the flour ,two or three hundred pounds of pork. and some land were sold.
Q Do you remember when B.F.Joyner went to Mrs. Joyners' to live, and if so was she in a needy condition at that time,or did she have provisions and other property of her own with which to support herself?
A I do remember when he went there,and she had provisions of her own with which to support her self.

By defendants Counsel

Q Who was Mrs. Joyner living with before she went to live with B.F. Joyner?
A She was living there by herself,with her grand daughter, she didnt go to live with him.
Q Why did B.F.Joyner go to live with Mrs. Joyner?
A I cant tell you.
Q Did B.F.Joyner have a place of his own before he moved there ?
A Yes sir.
Q You do not know the reason why he abandoned his own home and went to live with her ?
A I dont know.
Q Do you know whether Mrs. Joyner had been off and lived with any of her other children before that time ?
A No sir.
Q Do you know whether any of her other children had lived with her before ?
A Her son Wiley T. had lived there before.
Q Did her son Wiley T. have any family ?
A A wife and one two children.
Q How long did he live with her ?
A Not quite a year.
Q Soon after he left, her son B.F. Joyner went to live with her, did he not, with his family ?
A Yes sir with his family.
Q Doyou know what inducement was held out to him or on what bargain or contract did he abandon his own home and go to live with his mother ?
A I do not sir.
Q Did B.F.Joyner and his family remain with his mother until her death.
A Yes sir.
Q What year did Mrs. Joyner die ?
A In 1892.
Q Has B.F.Joyner remained on the plantation ever since Mrs. Joyners death ?
A Yes sir.
Q Has there ever been any demand on him for this farm since Mrs. Joyners death ?
A Mr. Whitfield told me he had.
Q Have you ever heard B.F.Joyner say why he refused to give it up ?
A Mr. Joyner told me he thought he was intitled to it, and was going to stay there until they moved him.
Q Do you know the contract or bargain between B.F.Joyner and his mother,by which he was induced to leave his own farm,and go and live with his mother ?
A I do not.

And further this deponent sayeth not.

his
A J. X Holt
mark

Witness
J. L. McLemore
Comm.

The witness Mrs A. R. Tidwell, being first duly sworn. deposes & says:

Q. What is your age residence & do you know the parties to this suit.

A. I am 37 yrs of age reside near the land. living about 400 yds from the dwelling and know all the parties, being daughter of Mrs Eliza Joyner. died. & the sister of B. F. Joyner defendant & am Aunt of Mary L Joyner the plaintiff in this suit -

Q. Did you live within the 400 yds above stated from the residence of Mrs Eliza Joyner during all the time B. F. Joyner lived with her. & so did you visit your mother often & see much of her & know of her condition?

A. I did & went to see her nearly every day & knew her condition well -

Q. Did she during this time provide for & support her self & grand daughter Mary L. Joyner, or were they supported by B. F. Joyner.

A. She provided for her own self & grand daughter.

Q. Did B. F. Joyner make provision for washing or any other necessaries, during the said period?

A. He certainly did not. I did my self & when I did not do it myself I hired it done, She did her own cooking & cooked her own provisions.

Q. Do you know why B. F. Joyner moved from his own place & went to his Mothers to live.?

A. He became dissatisfied with some of his neighbors & wanted to move away.

Q. Do you know whether or not Mrs Eliza Joyner assisted B. F. Joyner during the time he lived there with her.?

A. She assisted him in buying a great deal for this family. She cultivated the land & she got her bread & he got the balance. She helped him buy a mule & helped him in many ways.

Q. Was Mrs. Eliza Joyner at the time B.F. Joyner went to her house to live in a helpless & needy condition or did she have sufficient provision & property of her own with which to support herself?

A. She had plenty of property of her own & plenty of something to eat.

Q. During the few years next preceding her death what was her physical condition i.e. was she very infirm & helpless or was she able to attend to her own affairs & look after her own business?

A. She was not infirm at all & was able to attend to her own business up to within about one month before her death during which month all of we children looked after her.

Q. Did she have any occupation or business from which she derived profit or income besides her farm?

A. She made a great deal doctoring Cancers. She had good many cases to treat & received from $15. to 20. for each case. She may have charged less in some cases.

Q. Was her practice as great or greater during the last five years of her life?

A. It was greater, people came from greater distances to be treated.

Q. Then Mrs Tidwell, living as you did within two yds of your mother during all the time B.F. Joyner lived with her. State whether or not to look after & support her during the last seven years of her life or whether on the other hand she assisted him in supporting himself & family?

A. He didn't take care of her. she came never to take care of him?

By defendants Counsel.

Q. Are your relations with B.F. Joyner friendly?

A. They are.

Q. Are the relations with B.F. Joyner & your husband friendly?

A. So far as I know.

Q. Didn't Mrs Joyner's son Wiley T. live with her?

A. He lived there nearly twelve months.

Q. Why did he leave?

Ans. My half brother lived at Wileys place that year, & he left to Wiley went back home.

Q. Did Mrs Eliza Joyner invite her son B.F. Joyner to live with her?

A. She did not. She told me she did'nt want him to come as then would'nt be any more good living & she would see any more pleasure.

Q How long did he live with her?

A. About 7 years.

Q. Could she not have driven him away?

A. She hated to drive her own child away. but she could have done so.

Q. Was he not a dutiful son?

A. He certainly was not. He was cross & crabbed to her.

Q What was he practice worth a year?

A. I dont know.

Q Did she keep a horse?

A. No.

Q How much did she make a week?

A. I couldn't tell you.

Q what was her practice worth per day?

A. I couldn't tell. some days she got practice some days none.

Q How many $20. fees have you seen her receive

A. I have seen her receive several.

Q You Dont Know of your own knowledge what contract or bargain was made by B.F. Joyner & Mrs Joyner in consideration of his going to live with her?

A. I dont Know.

Q were you present when the conversation was had between her mother & B.F. Joyner in consideration of his moving there & taking care of her.? - Excepted to by plaintiff's counsel because it pre-

A sumes as true a conversation which is the very matter of this inquiry -

Ans. I was not.-

Q Were you present when a conversation occurred between W. L. Joyner & the Elerja Joyner in regard to the gift of this land to B. F. Joyner if he would go & live with her during the balance of her life.
- Excepted to for reason as stated in question next preceding -

A I was not.-

Q. Then you know nothing of these contracts:
- Question excepted to for same reasons as above -

A I do not.

And further this deponent saith not

W D Tidwell

The further taking of these depositions continued until tomorrow morning at 9 o'clock for L. McLemore Esq in charge.

Wednesday morning. Sept 11th 1895
office of J. L. McLemore.

Present W. D. Tidwell for Plff
Messrs Shands & Dupree for Defts

The witness J. W. Morris being first duly sworn, deposes says:

Q. What is your age, where do you live & do you know the parties to this suit?

A. I am 39 years old - live at Tuscumbia & know all the parties to this suit.

Wednesday 1.

Q. Did you live near Mrs Eliza Jaynes, during the last few yrs of her life & if so did you see much of her?

A. I lived within about ½ mile of her about 4 yrs before she died, coming up to her death. saw a good deal of her.

Q What was her physical condition and what occupation did she follow during the last few yrs of her life.?

A. The ~~four yrs I knew~~ last her she was as nimble as any person of her age, I ever saw. She & her Gr. daughter picked ½ mile for me every yr. She used to pass my house frequently on trips to doctor Cancers, I saw Mr. Reese father carrying her to work on Cancer.

Q Do you know whether she was accustomed to have money of her own during the time you lived near her?

A. I know she did, for I frequently charged bills for her.

Q Do you know whether or not during the time you lived near her. she provided for & supported herself & Gr. daughter Mary L. Jaynes. & whether they were provided for by some other person?

A. I think she certainly provided for herself & Grand daughter, I saw her once with Abl Jaynes in cash,

Q. By defendants Counsel.

Q How long have you lived near her?

A. Four years.

Q. When you went to live near her, was Mary Jaynes living with her?

A. Yes Sir they were living with her.

Q. He owned a farm of his own, did he not?
A. Yes sir,
Q. Do you know why he broke up from his farm to go to live with his mother?
A. I dont know.
Q How many years did B.F. Joyner live with his mother?
A I dont know, when I moved to the neighborhood he was with her.
Q Who lived there before B.F. Joyner went there.
A. I dont know.
Q. Do you know of any contract or bargain of Mrs Eliza Joyner agreeing to give the land to her son B.F. Joyner at her death, if he would agree to live with & take care of her during the balance of her life?
A. No sir, I know nothing about it.
Q How many children had Mrs Eliza Joyner living at her death?
A. Four.
Q. Did she have any grand children?
A Yes, but dont know how many. She had one grand child, Mary Lou. living with her.
Q What was the age of the gr. child at death of Mrs Joyner.
A. About 12 or 14 yrs
Q. Did you ever hear her speak of her will?
A. No sir, never did, know nothing about her making the will, or the reason she had for making it.
Q Do you know whether or not her son B.F. Joyner treated his wife, treated her kindly?

A. I only know what she said they were not very kind to her. I have been there several times & never saw any difference between them.

Q. Was Mr. Joyner a licensed Dr or Physician?

A. I couldn't tell you.

Q. Did she keep a horse to practice on?

A. No.

Q. Was B.F. Joyner her son living with her at time of her death?

A. Yes sir.

Q. Do you know how much money she made a year as a cancer Dr.

A. I do not; she said she usually charged from $15 to 20.- if she went to the patients if they came to her $10-

Q. Do you know of your own knowledge how many patients she had a year.?

A. I do not.

Q. Was Mr. B.F. Joyner her son remained in possession of her place since her death?

A. I don't know, but he was in possession when I left the neighborhood.

Q. Do you know why he remained in possession of the land. After his mothers death?

A. No sir--

By Plaintiff's Counsel re examination

Q. In your cross examination you stated that B.F. Joyner had a farm of his own, do you know whether or not he owned said farm in fee simple or whether he has simply a life estate therein.?

A. Don't know.

And further this deponent saith not.

his
J. W. X Morris
mark

witness
L.L.A.

The witness W. H. Prisson being first duly sworn deposes says:

Q. What is your age, residence & do you know the parties to this suit?

A. I am 36 yrs of age live within ½ mile of the farm in question know all the parties to the suit?

Q. Do you know whether or not Mrs Eliza Joyner during the last few years of her life purchased provisions & procured for herself & family & whether or not she supported herself & family?

A. Yes sir she purchased provisions for herself & supported herself & her grand daughter.

Q. It has been stated in these depositions that B. F. Joyner had a farm of his own, do you know whether he owned said farm in fee simple or whether he has simply a life estate in it?

A. He has only a life estate in it. It was his first wife's maiden land.

By defendants Counsel.

Q. You live in ½ mile of the farm, how long how you been living there?

A. This makes three years.

Q. Was B. F. Joyner living with his mother when you went there?

A. No sir. she was dead when I went there. She died in 1890.

Q. Or in 1891. I was then living in one mile of her in 1890 & 91.

W.H.P. 5

Q On the death of Mrs Eliza Joyner did Mr. B.F. Joyner give this farm up to anyone?
A. No Sir.
Q Does B.F. Joyner continue to reside on that farm?
A. Yes sir.
Q Have you ever heard him say why he held on to this farm?
A I heard him say he thought he ought to have it & should like more away from it until he was made to move.
Q Did he give any reason why he thought he ought to have it?
A. He said she had promised to give it to him but he has no writings to that effect.
Last two questions & answers excepted to because hearsay.
Q. Was there any demand made upon him for the possession of the farm?
A. No sir.
Q. How long did B.F. Joyner remain with his mother before she died, to the best of your knowledge?
A. He was there three or four years to my knowledge.
Q Did you ever hear her speak of her will?
A. No sir.

Redirect examination by plaintiff's Counsel

Q You have stated in examination that no demand was ever made upon B.F. Joyner for the farm since the death of Mrs Joyner. Do you mean to say you have been continuously with him since her death & that you know of your own knowledge that no one has made demand for said farm from B.F. Joyner?

J. A. Tidwell

I dont know, whether it was ever done or not

And further this deponent sayeth not

W. H. H. Pierson

The witness. J. A. Tidwell being first duly sworn deposes says:-

I am 38 yrs of age, live within 400 yards of the farm in question, know all the parties, married the daughter dec'd Eliza Joyner sister of B. F. Joyner.

Q Did you live near dec'd Eliza Joyner from the time B. F. Joyner went to live with her up to the time of her death And if so did you see much of her during that time.

A. Lived within 400 yds & saw her nearly every day.

Q Do you know whether or not she provided for & supported herself & Grand daughter, Mary L. Joyner or whether they were supported & provided for by B. F. Joyner during that time.

A She supported herself & granddaughter.

Q. Do you know whether she furnished her own provisions or did the cooking for her?

A. She supplied her own provisions herself & paid for them & did her own cooking with the assistance of her granddaughter. She purchased provisions only one year with me & loaned me money to assist me in carrying them.

J.A.T.

Q Do you Know, whether or not she paid any expenses of the farm during that time?

A. She hired wood cut trees marked during that time & paid for it herself.

Q Do you know whether or not she assisted B.F. Joyner in buying horses, mules, or otherwise, while he was living with her?

A. Both Mrs Eliza Joyner & B.F. Joyner told me that she loaned him $15.00 in buying a mule.

Q Do you know why B.F. Joyner left the farm upon which he had formerly lived & went to live Mrs Eliza Joyner's believe & upon what terms he took charge of her farm?

A He was tired of the neighborhood in which he had lived, he & his neighbors couldn't agree & he went to his mother & rented her farm for the fourth the was to do up the fence. He told me himself that he rented upon the above terms.

Q Has he since he went there put any improvement upon the farm?

A. No sir. but has carried it off. He would carry the manure from his stables on the farm to the farm from which he moved.

Q Do you know why he did not put improvements upon this farm?

A. He told me it didn't pay to put improvements on rented land.

Q State whether or not, a few days before the death of Mrs Eliza Joyner you met B.F. Joyner at the house of J.W. Whitfield & had a conversation with him & what he said to you?

A. Yes sir, I met him there, he was going from home & I was going home. He asked me if I knew

A what Mr Brodstan was doing down there few days ago. If she had not had her will written if I had not heard my wife say whether she had or not. I told him I had not heard her say anything about it. He said he was going back ask her what she was going to do with her part of the crop. & she told him in the presence of my wife that there would much for no body to have, that he could have it.

Q State whether or not you and your family lived with Mrs Eliza Joyner just before B.F. Joyner went there. & whether you have any knowledge of B.F. Joyner trying to run the place while you were there?

A I lived with Mrs Joyner during years 1881. 2 & 3. In 1883 I lived there but didn't farm the land to run it that year.

Q During the time you lived there did you take care of Mrs Joyner or was she able to take care of herself and did she do so.

A. She lived as one family cooked & eat at the same table, she bought all the flour sugar & coffee & helped me to buy corn once.

By Defendants Counsel.

Q You say you lived with Mrs Joyner in 1881 1882 & 1883?

A. Yes.

Q. Why did you leave her & when did you go.

a. She gave my wife a piece of land & I built on it.

Q When ~~did B.F. Joyner go~~ to you left Mrs Joyner who went to live with her.?

A. Mrs Turner.

Q. How long did she remain there.?

A About one year. When she left, B.F. Joyner went to live with her & staid there until she died, about seven year.

Q Then Mrs Joyner did not live alone from 1881. to her death in 1892.?

A. No sir.

Q Do you know of your own knowledge, whether there was any contract or bargain that if B.F. Joyner went to live with her & looked after her until she died, that she would give him the tract of land on which she lived.?

A. I know nothing about any contract or bargain, - except a mutual contract.

Q Are your relations with B.F. Joyner friendly.?

A. Yes sir.

Q Has B.F. Joyner remained in possession of this tract of land since since Mrs Eliza Joyner's death.?

A. Yes sir.

Q Has anybody demanded possession from him.?

A. I know nothing about it.

Q Have you ever heard him say why he refused to give it up.?

A No sir.

And further this deponent saith not.

J. A. Tidwell

Virginia:

County of Southampton to wit:

I J. L. McLemore a Commissioner in Chancery for the County Court, in the said State, do hereby certify that the foregoing depositions of Eld. David E. Bradshaw, A. J. Holt, N. R. Tidwell, J. W. Morris, W. H. H. Pruson & J. A. Tidwell were duly taken, sworn to subscribed before me, at the time & place & for the purpose therein mentioned.

Given under my hand this 11th day of Sept. 1895

Jas. L. McLemore Com.
in Chancery Cir. Ct.

Comrs fee 14 hours
chgd to Plffs.
$10.50

Executed by delivering a copy of this Summ
to each of the within named Defendants

Sept. 7 '95

W. E. Pardee Sh'ff
per J. M. Williams
Dep'y

(2)

Summons by mail issued
Nov. 3
Nov. 3
Summons ret'd

Joyner, by next friend, ... Plaintiff...

AGAINST

Joyner et als. ..... Defendants.

} In Chancery.

I, ~~T. M. HOWARD,~~ L. A. Gay Clerk of the Circuit Court of Southampton County, Virginia, do certify that bond as required under a decree of sale in the above style cause, entered on the 14 day of March 189 6, has been executed with security deemed sufficient by me.

Given under my hand this 9th day of Sept. 189 6.

L. A. Gay C. C.

Form No. 309.

Jayson. by next Friend
Vs.
Jayson et als

Sebree & Shands'

to { COMMISSIONER'S BOND.

Commonwealth.

1876. 8th Sept. Filed
L. R. Gay C.C.

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 309.

Know all Men by these Presents, That we W. J. Sebrell and Wm Shands
Jas. E. Sebrell & Wm B Shands
are held and firmly bound unto the Commonwealth of Virginia, in the sum of
Six Hundred Dollars,
to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our Homestead Exemptions as to this obligaiton, and any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State. Sealed with our seals, and dated this 8th day of Sept. one thousand eight hundred and Ninety Six.

The condition of the above Obligation is such, That if the above bound
W. J. Sebrell and William Shands
shall faithfully perform the duties of this office or trust, as Special
Commissioners
under a decree of the Circuit Court of the County of Southampton, pronounced on the 24th day of March, 1896, in the suit therein depending under the name and style of Jaynes by next friend, &c. vs Jaynes et als.

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

W. J. Sebrell. SEAL.
Wm Shands SEAL.
James E Sebrell SEAL.
Wm B Shands

In the Clerk's Office of the Circuit Court of the County of Southampton:

This day James E Sebrell and William B. Shands
surety on the above bond, made oath before me L. R. Gay, Clerk of the Circuit Court of the County of Southampton, that their estates after the payment of all their just debts, and those for which they are bound as security for others, and expect to have to pay is worth the sum of Six Hundred dollars; whereupon the said bond is admitted to record according to law.

Given under my hand this 8th day of Sept. 1896.

Teste: L. R. Gay Clerk.

Will of

Eliza Jaymen

Exhibit "A"

Exact cut

In the name of God amen I
Eliz Jayney of Southampton County
Being of Sound mind but weak in
body do hereby make this leter
of Riting my last will and testimet
I give and bequeath after paying
my just debts and Bering Expences
unto Mary Lu Jaynes my Grand
daughter one feather Bed one Sewing
Machiss, I allso give unto my
Gran Son Toney Jones Jaynes one
crosscut Saw and it is my will
and deiser that the said grand
daughte Mary Lu Jaynes have
all the money that my Personal
Proffpty may sell for after my
deth I allso give and Bequath
unto Roger Tomas Whitfield my
Plantation upon his Payment of
Four hundred dallars to have and
to hold for Ever or to Sell as he
may chuse and to Pay all of my
Childre five dallar a peace out
of the Four hundred dallars and
the balance or Remainder to my
Grand Daughte Mary Lu Jaynes
I allso make my Grdd Son
Roger Whitfield my Executor
Witness my hand and seal

this 14th day of July 1892,
Eliza born Jaymer (Seal)
her
Samuel J. Branch
J. E. Whitfield

Southampton County Court, Aug. Term 1892.

A Writing purporting to be the last will and testament of Eliza Jaymer dec'd was produced in Court and proved by the oaths of Saml J. Branch and J. E. Whitfield the subscribing witnesses thereto and ordered to be recorded as the last will and testament of the said Eliza Jaymer dec'd,

And on motion of Roger D. Whitfield the Executor therein named, who made oath according to law and together with John W. Whitfield as his security, who justified on oath as to his sufficiency entered into and acknowledged a bond in the penalty of Eight Hundred dollars, conditioned as the law directs, which bond is ordered to be recorded, Certificate is granted the said Roger D. Whitfield

for obtaining a probat of the said will in due form, And on the further motion of said Executor E. Bradshaw Jno T Johnson and W. H. Morris are hereby appointed appraisers who being duly qualified will appraise the chattel estate of said decedent and return the same under their hands as the law directs.

Teste: B. F McLemore C.C.

" "

A Copy

Teste B. F McLemore C.C.

Namie R. Tidwell

Liz Hill

Mrs Tidwell 3 days
@ — 50- $1.00

J.A. Tidwell
Summ for 3 days = 1.50

both for the
Plaintiff

J L M

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON Nannie R. Pidcock

J. L. McLemore, Comm'r in Chancery, at Courtland, Va.

to appear before ~~the Judge of our County Court of Southampton County, at the Courthouse thereof~~, on the 10th day of September ~~Term~~, 1895, to testify and the truth to speak on behalf of Mary L. Joyner, by next friend in a certain matter of controversy in our ~~said~~ Court depending and undetermined between Mary L. Joyner, by next friend, plaintiff, and B. F. Joyner & others, defendants.

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

Witness, J. L. McLemore, Comm'r in Chancery ~~B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this~~ 5th day of September, 1895, ~~in the 11 th year of the Commonwealth.~~

TESTE: J. L. McLemore, C. C.

Comm'r in Chancery for cir. Ct. of Southampton Co. Va.

Jayson by &c

vs By Nolan

Jayson et als

By consent of plaintiff & Defendants the taking of the depositions herein referred to are continued until Octo 30th 1894 at the same place & between the hours of 10 a.m. & 6 p.m.

J. L. McLemore Com.

To Mary. J. Joyner who sues by R. T. Whitfield her next friend

Take notice that I shall at the Office of Myer Shands in the town of Courtland on Friday the 18th of October 1844 between the hours of ~~10 & 12~~ A. M. and 3 P. M. proceed to take the depositions of Ann Eliza Joyner, Mrs Hundley and others to be read as evidence in my behalf in a certain suit in chancery now pending in the circuit court of Southampton wherein you are plaintiff and I and others are defendants

October 12th 1844 B. F. Joyner

The depositions of W. T. Joyner taken, taken before me, J. L. McLemore, a Cadet in chancery of the Circuit Court for the County of Southampton Va. pursuant to notice hereto annexed at the office of Messrs Shands & Son Courtland, on the 30th day of October 1894 between the hours of 10 am & sunset to be read as evidence in behalf of B. F. Joyner in a certain suit in equity depending in the Circuit Court of the County aforesaid wherein B. F. Joyner & other are defendants & Mary Lou Joyner who sues by Roger T. Whitfield her next friend are plaintiffs.

Present Messrs Shands & Son for Defts.
" W. J. Sebrell for Plaintiff.

The witness Wiley T. Joyner being first duly sworn deposes & says-

Q. What is your age, residence & do you know the parties to the suit

Q#1 Were you ever present at any conversation between Mrs Eliza Joyner & her son B. F. Joyner, in regard to her giving to his son B. F. Joyner the tract of 76 acres of land upon which she resided & upon what conditions she gave it. if so please state the agreement between them?

A. I was over at my brother B. F. Joyner's house one evening & my mother Mrs Eliza Joyner came over there, we were sitting down talking (on

my brother) & she called him in the house & she says to him. I came over here to see you to know whether you were going to stay with me or not, she says if you go & stay with me, I will give you what I have got, I cant stay there like I am staying by myself, if you dont go & stay with me I am going to give what I have to some one else to come & take care of me; that Jim Fitzwell charged me $5 ct pr load to haul me some wood, that what I've got it will take to take care of me if you go & do it you may have what I've got.

Q #2 Did B.F. Joyner take possession of the land & did she care for his matter till she died?

A. He certainly did.

Q. #3. Did any one that you know of look after her from the time that he went there?

A They did not that I know of

Q. #4 What do you think it was worth pr year to support her?

A. It was worth $100. pr. year.

Q. #5 How many years did he support her after he went there to live.

A. About seven years.

Q #6. What in your opinion is the 76 acres of land worth?

A. About $300.00

Q #7 You are the son of Mrs. Joyner are you?

A! Yes & live about 2 miles from her.

Q. #8 Did your mother not offer to give you her property if you would support her during her life time.

A. She did, & I went there one year & three did up.

Q. #9 Was not your mother a very old & infirm lady requiring a great deal of attention?

A. She was.

Objected to because a "Leading question" by Plaintiff's Counsel.

Cross Q. By ~~Plaintiff~~ Defendant's Counsel

Q. #1. You state in your examination in chief that you are the son of Peter Elijah Joyner. were you on friendly terms with her?

A. I don't know not. I was with her but she was not with me. She got mad with me because I left her.

Q. #2 Did you speak to her?

A. I did not until she was on her death bed, she sent for me to come to see her & I went then; that was the first time I had been to see her since I left which I think was about eight years before that.

Q. #3 Then if you had not been to her house within eight yrs. & had not spoken to her during that time, how can you know any thing as to the condition of her affairs or her wants during that time?

A. All I know about it, is what I heard her say to my brother D. F. Joyner as related in answer to question #1. of examination in chief

Q # 4 Then under the circumstances, do you know of your own knowledge, whether B. F. Joyner furnished the supplies & provisions & necessaries of life during the 7 yrs before her death, to Mrs Eliza Joyner. Or whether she provided for & paid for them herself?

A. I don't know because I did'nt go there, but think she must have done it because she had no way to provide for herself.

Q # 5 Was not Mrs Joyner a cancer doctor or specialist & did she not carry up to the last year of her death & within few months of her death, attend to her practice in this line & make some money in this way?

A. She was, & followed her business up to within short time of her death, - She made some money in this way but I don't think she made more than $15.00 ~~per year~~ per year but I don't know.

Q # 6. When did the conversation which you related in answer to question no 1. of your examination in chief, occur?

A. Some two or three weeks before he moved over there.

Q # 7 You stated that when Mrs Eliza Joyner called Mr B. F. Joyner into the house you & your brother were talking, where were you at this time?

A. We were sitting under the out door about 3 or 4 steps from door -

Q # 8 When he went in the house in answer to her request

what did you do?

A. I sit there where I was.

Q# 9 During the year in which you state you went there to take care of her under the promise that she would give you her property as you state. did you provide at your own expense all the necessaries for the support of the family, or did Wm Joyner provide & pay for them or any part of them?

A. She paid some part of them, she had little something & put it in -

Q# 10 From what source did she get the amount you say she put in?

A. She did not put in any money but the supplies come from the farm. such as meat corn -

Q# 11 Did she not purchase & pay for some groceries for the family during that year?

A. She did not.

Question 10 + 11 + the answer to them by defendant counsel Excepted to, because leading on Contradictions between W. T. Joyner & Mrs Eliza Joyner & not pertinent to this case -

Plaintiff Atty. in reply says "that this matter was brought out in the examination in chief & is subject to Excamination -

Q# 12 If as you represent, your Mother was aged infirm & needy, how could you as her son, desert & leave her in her age infirmity & need at the time you did?

A. Because I had my family to take care of & I could not take care of her & my own family too.

Q.#13 Were you not at that time in the prime of age & strength?

A. Yes, I was.

Q.#14 Please many composed your family at that time?

A. Wife & two children.

And further this deponent saith not.

Witness J.L.Orr. W. T. Hill his mark Joyner

The defendants counsel here offers the answer of B. F. Joyner filed in this cause March 6. 1893 as evidence which is marked "X" and asks the following question-

Q.#1 Is this answer of yours filed on the 6th of Nov. 1893 in this cause true by you, true?

A. It is.

Answer & question excepted to by Plaintiffs counsel because leading & because the answer cannot have the force of evidence

The Witness B. F. Joyner being duly sworn deposes & says -

By Defendants Counsel

Q.#1 Did not your master in the fall of year 1865, till

you that if you would go to her house support her during her life time she would give you the 76 acres of land on which she lives & her little household effects in fee simple at her death [redacted]

A. She did.

Question & answer excepted to by Plaintiffs [redacted] because leading-

Q.#2 In pursuance of this contract between you & your mother - did you go & take possession of the land & support your mother until she died?

A. Yes sir. I did

Excepted to by Plaintiffs counsel because leading

Q#3 Did any one else look after her during the time you were there until her death.

A. They did not

Q#4 How many years did you support her after this contract was made?

A. Seven-

Q#5 What do you think it was worth for you to support her?

A. One hundred Dollars.

Q.#6. What was the 76 acres of land worth?

A. About $350.00

Q#7 How long have you been in possession of the land & do you hold it now-

A. I have been in possession off & from the time I went there up to the present — 9 yrs -

held it as mine -

By Pltff Counsel.

Q# 1 You state that in pursuance of an agreement between your mother & yourself entered into in the Fall of 1885, you took possession of the tract of land in question, will you please state if you had not one or two years previous rented the said farm from Mrs Joyner & if so what rental you paid her?

A. I never rented it from her.

Q# 2. Did you not, the week Mrs Joyner died, or about that time, at or near the corner of Jno Whitfield's land, state to Jas. Fidwell that you were going back & Mrs Joyner what she was going to do with her part of the crop?

A. No. sir. I never said any thing of the sort -

Q# 3. Did you not also then & there, it being just after Edwin Broadhaw had been to Mrs Joyner & written her will, (the will filed as an Exhibit in the case) ask Mr Fidwell if he knew or had heard what she had done with the land? That Mrs Joyner really had no right to dispose of the land, as it was only hers for life, & at her death to the children?

A. No sir, I have never said any thing to him about it. I knew nothing about any will at that time

Q# 4 You state that you took possession, is it not a fact that Mrs Joyner also retained pos-

session + lived + did there at her home.?

A. She lived + died there, but it was her home during her life time, at her death it was given to me - There were two rooms in the house, she used either room she pleased.

Q.#5 Is it not also a fact, that she purchased provisions for herself + paid for them with her own money during the time you lived with her + also helped + assisted you + purchased articles for you during that time.?

A. No sir she didn't. She had no way to make money. She broke her arm about 6 yrs before death + it was drawn up - She furnished her clothes. but couldn't cook for herself - She was down for 5 yrs

Q.#6 If she had no way to make money as you say. being down 6 yrs - as you say, how did she pay for the clothing which you admit that she purchased + paid for.?

A Well, some time she got a few cows along + got a little in that way.

Q.#7. Then the broken arm which was injured some 5 yrs before her death + which you say caused her to be down during that time did not interfere or prevent her from attending to her practice as a Cancer Doctor. did it?

A. Yes sir it did.

Q.#8 You state that no one helped or provided for her during the time you were there, who

did her washing?

A. My sister Mrs Tidwell did two months washing & has her pay for it.

Q# 9 Who paid Mrs Tidwell for the washing?

A. She was paid in soap which was made on the place,- My wife paid it.

Q. #10 Is it not a fact that Mrs Joyner had money of her own, provisions of her own & personal property of her own, & that such property & provisions were sold as her property at the sale after her death?

A- Yes sir. There was four pieces of bacon sold, a little lard & bbl. flour as her property; she claimed it but I really considered it mine;

Q# 11 Did you raise any objection to the sale of it at the sale?

A. No sir I did not say a word.

Q. #12 Is it not a fact that this meat & flour was not raised on the farm, but were purchased by her?

A. It was not raised on the farm, but was purchased by her. It was bought with money which came from the lumber sold from the farm which she gave me.

Q# 13. Who sold the lumber & who executed the deed for it & what was done with the purchase money & what was the amount of it.

A. She sold it, saying that if she sold it she would let it go to the family that it would be all the same thing- She executed the deed for it; it sold for $80-

I don't know what became of the money. It has been about 5 or 6 yrs as well as I can remember since she sold the timber.

Q. #14 If you provided for & supported Mrs Joyner as you claim why was it that she bought ~~of~~ meat from Lawrence; as above stated?

A. She did'nt aim to buy it. I don't know why she bought it.

Q. #15. What did she do with the timber money?

A. She said she was going to put it away to pay for her burial. but she used it in buying meat ~~from Lawrence~~.

Q. #16 Who kept this money for her?

A. Mr Jno Whitfield says he had some money of hers in his desk, but I don't know how much.

Q. #17 Did you ever ask or demand of him any part of this money?

A. No sir, I said nothing to him about it.

Re-examination

By defendant Counsel.

Q. #1 Did you & your wife wait on Mrs Joyner during the time that her arm was broken & she was down?

A. Yes sir we did

Q. #2 Did she have any servant to attend to her

A. No sir. She had no servant nor Doctor.

Question & answer excepted to by plaintiffs Counsel because New matter =

Q #3. What was the average amount of her product during the 7 yrs you lived with her?

A. Fifteen Dollars pr. year. I think. ~~about~~

Question & answer objected to because it gives the opinion of the witness.

And further this deponent saith not.

B. F. his x mark Joyner

Mrs Ann Eliza Joyner being duly sworn deposes & says

By Defendants Counsel.

Q #1 Were you ever present ~~when~~ any conversation between Mrs Eliza Joyner & B. F. Joyner in regard to giving her son B. F. Joyner 76 acres of land on which she resides & for what conditions did she give it? If so please state the agreement between them?

A. Yes. & She said she gave it to him for him to come & stay with her & take care of her during her life; B. F. Joyner was present when Mrs Joyner said so.

Q #2 Did B. F. Joyner take possession &

the said land & did he take care of his mother until she died?

A. He did so far as I know. He was staying there when she died & appeared to do all that he could for her so far as I know or could see.

Q #3 What do you think it was worth a year for B. F. Joyner to support his mother?

A One Hundred Dollars

Q #4 How long did he live there & support his mother

A. Seven years.

Q #5 What was the 76 acres of land worth?

A. $350.00 will pay for it.

Q #6 Did she have any other person to look after her beside B. F. Joyner & his wife.

A. Not that I know of.

Q #7 Was she not very old & infirm?

A. She was very old & her arm got hurt & she could not attend to her trade.

Q #8 How long was she in that condition as well as you remember?

A. Between three & four years I think,

By Plff Counsel

Cross Examination

Q #1 When did the conversation between you B. F. Joyner & Mrs. Joyner take place?

A February, 1886.

Q#2 Did any one else live with her except B. F. Joyner & his family?

A. No Sir.

Q#3 Where did her granddaughter Mary Lou Joyner (plaintiff in this suit) live at that time?

A. Right with her grand mother Mrs. Eliza Joyner. She was a small child. Mrs Eliza Joyner did not look to Frank Joyner to support Mary Lou. for she told me so herself.

Q#4 Then who did support her?

A. Her grand Mother.

Q#5 Where were you living at the time of the conversation referred to in 1886.

A. I was living about 13 miles from her & did not move back in her neighborhood within about 3 yrs from that time.

Q#6 Is it not a fact that some time shortly before the death of Mrs Eliza Joyner you were at her house & heard her complain or speaking of her son B. F. Joyner having used some of her money?

A No Sir, I heard her say about 3 days before her death that Frank had done more for her & been better to her & that he was welcome to [redacted] she had ever done for him or given him. The last thing she asked

him for he wanted to bet, she said.

Q#6 Was this before or after the will was written for her by Mr Edwin Broadaus (namely the will filed as an exhibit in this cause)

A It was after. a few days after but I don't know exactly how long.

And further this deponent saith not

Witness J.L.M. the Mrs Eliza Jaynes mark

W. L. Jaynes having been first duly sworn deposes & says -

By Defendants Counsel -

Q#1 Were you ever present at any conversation between Mrs Eliza Jaynes her son B.F. Jaynes about the tract of 16 acres of land on which she resided & on what conditions she gave it to him - if so please state that agreement?

A. I was over there one day soon after he moved over to her house & she said to me "Willie I got fraud hereafter & Pashin & Georgia him what I've got at my death & stay with me as long as I live" & take care of

Q#2 Did B.F. Jaynes take possession of the land & care for his mother during her life time?

A. He did take possession of the land & handled it as though it were his. & she told me he was the head of the place so far as looking after provisions &c –

Q#3 Did any one else look after her except Frank & his wife?

A. Not that I knew of.

Q#4 How far did you live from her?

A. About two miles.

Q#5 What do you think it was worth to support Mrs Joyner per year?

A. One Hundred Dollars.

Q#6 What do you think the land was worth

A. $250.

By Plaintiff Counsel.

Cross Examination

Q#1 When & where did she tell you that Frank was the head of the place as stated by you in Q.#2 &c.

A. About 1887 at her home

~~Q#2~~

And further this deponent saith not

W. S. Joyner

Virginia
County of Southampton to wit:-

The above depositions were taken subscribed & sworn to before me at the time & place as set forth in the Caption. Given under my hand this the 3rd day of October 1890

J. Lon McLemore
Comr in Ch.

Comrs fee.
6 hours @ 75 cts.
$4.50

Joyce, by next friend.
vs. } Statement
} showing dissent.
Joyce et ah.

"X"

Joyner, by next friend, &c.

vs. } Statement, showing disbursement of purchase
} price for land -

Joyner, et als.

Amt. purchase price collected - $355.00

Paid {W.J. Sibrell - Wm Shands	May 22/97	To paid com's. on $355 -	16.10
Paid {W.J. Sibrell Wm Shands	"	" " writing deed -	5.00
Paid, see receipt.	"	" " crier - (2 sales.)	10.00
Paid, see receipt & statement cost	"	" " legal cost -	59.68
Paid Shands & Small	"	" atty. of B.F. Joyner's admr. - specific legacy -	5.00
" " "	"	" " W.T. Joyner - " "	5.00
Paid - see rec't.	"	" " Louisa A. Whitfield - " "	5.00
" " "	"	" " Nannie R. Sibrell - " "	5.00
	"	" balance -	244.22
		$355.00	$355.00
May 22 1897 Paid Shands & Small	"	paid 1/2 above balance to Shands & Son's attys for B.F.J. &c.	122.11
May 22. 1897 Paid, W.J. Sibrell, atty for R.J. Whitfield, Cor.	"	" 1/2 " " " R.J. Whitfield's atty - -	122.11

Eliza Jaynes

Will

Exhibit "A"

A Copy.

In the name af God amen
I, Eliza Jaymen af Southampton
County, Being af Saund mind tuch
weak in body do heavely make
this leter af Riting my last will
and testimet, I gave and bequeath
after paying my just debts and
Bering Expences unto Mary Lu
Jaymen my Grand daughter one
Fether Bed and Sewing Mashien
I allso gave unto my graw Son
Toney June Jaymen one Crosecut Saw
and it is my will and deiser that
the said Grand daughte Mary Lu
Jaymen have all the money that my
Personal Proffty may sell fo
after my deth I allso give and
Bequath unto Roger Tomas
Whitfield my Plantation upon
his Payment af Faur hundred
dallars to Have and to hald for
Ever or to Sell as he may chuse
and to Pay all af my childres
five dallar a peace out af
the Faur hundred dallars and
the balance or Remainde to
my Grand daughte Mary Lu
Jaymen, I allso mak my Grdd Son
Roger Whitfield my Executor

Witness my hand and seal this
14th Day of July 1892.

Eliza her X mark Jaynes (Seal)

Samuel J. Branch.
J.E. Whitfield.

Southampton County Court Aug.
Term 1892.

A writing purporting to be
the last Will and testament of
Eliza Jaynes dec'd was produced
in Court and proved by the oaths
of Sam'l J. Branch and J.E. Whit-
field the subscribing witnesses
thereto and ordered to be recorded
as the last will and testament
of the said Eliza Jaynes dec'd.

And on motion of Roger T.
Whitfield the Executor therein
named who made oath according
to law and together with John W.
Whitfield as his security, who
justified, on oath as to his
sufficiency entered into and ac-
knowledged a bond in the penalty
of Eight Hundred dollars con-
ditioned as the law directs, which

bond is ordered to be recorded, certificate is granted the said Roger T. Whitfield for obtaining a probate of the said will in due form, and on the further motion of said Executor, E. Bradshaw, Jno T. Johnson and W. H. Morris are hereby appointed appraisers who being duly qualified will appraise the chattle estate of said decedent and return the same under their hands as the law directs,

Teste B. F. McLemore C.C.

A Copy

Teste B. F. McLemore C.C.

A Copy

Teste T. M. Howard C.C.

"

he prays Summons to be dismissed with his costs

Signed by his
B. F. X. Sayers
mark

Shands & Son Jo. C.

Sayers
adv
Sayers & ors

Answer of B. F. X. Sayers

1893 Nov. 6 filed
O.M. 86 1.6.

The answer of B. F. Joyner to a bill in chancery of Mary D Joyner in the circuit court of Southampton against him and others

This defendant for answer to the said bill or as much thereof as he is advised it is material for him to answer answering says. That he is in lawful possession of the 76 acres of land in the bill mentioned by a title acquired from his mother Eliza Joyner in her lifetime, in the year 1885- she having placed him in possession on the following terms. In the year 1881- his mother who at that time was old needy and helpless being possessed only of this 76 acres of land and some little household & her children having all married and left her to take care of herself as best she could told this defendant B. F. Joyner if he would come to her home take charge of the land and support her during her lifetime ~~and~~ should have ~~a~~ the land this tract, and all her little household stuff at her death, that when he came there was nothing there but two beds she had had a horse but had sold him

to support himself, he found no corn in the crib, no potatoes, no meat, in the smoke house, no hogs on the place and only this dependent did not find supplies enough on the place to last his mother more than a week or fortnight, and no money, indeed she was in a destitute condition and all her children and grandchildren had left her she was about 75 years old when she died. This dependent in pursuance of this agreement went to the farm in the fall of 1885 took charge of it and has supported and maintained his mother from that time until her death which occurred in July 1892, This dependent says and claims that he is in possession by purchase that he maintained and supported his mother for seven years and at her death by this contract the land was his by reason of the services performed, He claims that if the court should say this land should go to his mothers estate that he has a charge on the estate of at least $400 and the land is not worth more than $350 and he is perfectly willing to surrender this land to his mothers heirs of whom he is one if they give

paying him the sum of $100 for service rendered his infirm mother in the declining years of he is aware of the sacred duty of parents to support their children during infancy and childhood he knows that children should in they can return the their parents in their old age the obligation they have placed them under by caring for them manhood and womanhood and as far as he can he has attended their appetites but he had a large family of children and a wife to look after he has but a small tract of land and he see no reason why he should give up this tract of land to others which he has acquired by fair purchase the same having been given him on certain conditions to be performed he has performed the conditions and the law is his, his mother was deserted by her other children he found her old, destitute, and helpless she promised him this land worth some $3.50 in condition he supported her the balance of her life he supported her some seven years the balance of her life, she did left him in possession the conditions has been performed and the land is his by fair purchase and having fully answered

Joyner by mail from us
W B notice
Joyner to ads

We acknowledge
legal service of
the within notice.
W. J. Sebrell /
Dr. Sebrell Jr / M.

To Mary L Joyner who sues by next friend &c

Take notice that I shall on the 1st day of February 1896 at the Office of Myers Wm & Thomas & Son in the Town of Courtland between the hours of 10 Oclock A. M. and sunset and to be continued from day to day until finished proceed to take the depositions of Wm & Cundiff and others to be read as evidence in my behalf in a certain suit in chancery now pending in the circuit court of Southampton wherein you are Complainant and I and others are defendants.

B. F. Joyner

Memorandum
of deeds to be
filed

Deed of Trust made July 11th 1889
between Mollie A Bordeu grantor To
Jno B Dardeu Trustee conveying all the
her real and personal estate which was
devised to her by her father Samuel Vick
to secure the payment of one bond
for one hundred dollars due the 11th of
July 1889 a tract of land containing
260 acres bounded by the lands of
Joel Vick, the Hall lands J.R. Porter
and Thomas Worrell

Deed of Trust made the 21st of August
1891 between Rd. E. Dardeu grantor and
James L McLemore Trustee conveying
the following personal estate to wit stock
of goods, all book accounts, notes
bonds, due bills or obligations to
secure all his endorsements except
John B Channing and R. B Story what
may be due them who are to be paid
what may be due them

(14

Jaymen by next friend.

310.

Or 3 3 Stat. Rules.

Jaymen et als

Except

Mary L. Jaymer by
A. P. Whitfield her next friend. Pltff.

Against,

In Chancery

B. L. Jaymer, W. T. Jaymer, J. W. Whitfield & Louisa A. Whitfield his wife, J. A. Tidwell & Nannie A. Tidwell his wife and A. T. Whitfield. Defts.

1893. Sept 29, Procefs'd to 1st Act Rules

" 1st Act Rules, Proof Pltf's Executed Bill & Ex filed - decree nisi.

" 2nd Act Rules. Bill taken for confessed & cause set for hearing.

Finds after Cit

Joyeux

ads 3

3

Joyeux by me

Demeure de B. F.

Joyeux

Joyner
ads
Joyner by &c

Demurrer of B. F. Joyner

And the said defendant comes and says that the plaintiff's bill is not sufficient in law

Shands & Lowe Jr. d.

Joyner, by Whitfield, next friend,
vs. } In Chancery.
Joyner et als.

The answer of R. J. Whitfield, one of the defendants, to a bill of complaint, exhibited against him and others in the Circuit Court of Southampton County by Mary L. Joyner, who sues by Roger D. Whitfield, her next friend, complainant.

For answer to the said bill, or to so much thereof as he is advised that it is material to answer, the said defendant, reserving to himself the benefit of all just exceptions &c., answers and says that he declines to take or accept the tract or parcel of land in the bill mentioned upon the terms and conditions imposed by the last will and testament of Eliza Joyner decd., and he, therefore, disclaims all interest whatsoever in and to the said tract or parcel of land under and by virtue of the said last will and testament of Eliza Joyner, decd., or otherwise.

And this respondent denies all fraud, unlawful combination and confederacy, and having fully answered the complainant's bill, prays to be hence dismissed, with his reasonable costs by him in this behalf expended, and he will ever pray &c.

R. J. Whitfield

(See over for affidavit)

Virginia,

County of Southampton, to-wit:

This day personally appeared before me, W. P. Pulley, a Justice of the Peace for the County and State aforesaid, R. T. Whitfield, whose answer is foregoing, and made oath that the statements contained in the said answer are true.

Given under my hand this 30th Day of October 1893.

W. P. Pulley J.P.

Joyner, &c. vs. Whitfield. Joyner et als.

Answer of R. T. Whitfield.

1893 Nov. 6 - Filed
J. M. C. Clk.

Boyman vs
vs B Brief for
Boyman has
dft

Note for argument
by Shandon for
Defendant B. F. Boyman

Joynes

vs

Joynes

Haley

Ring v. case

vs

Peters

4 Hamb. 60

No sending necessary to create good equitable title to real estate

Thomas

vs

Armstrong

Power in Exec. to issue writ of distr. for surety ordered but good statute does not cover 11 Hamb. 323

Jaynes by next friend
vs. } Statement of costs
Jaynes et als.

L.A.G.

Joyner, by next friend
vs. } Statement of Costs.
Joyner et als

Summ. 25. & Copies 9 c. Receipt 18. atty. 10 = 1.44
Docket. 18. Rule 50. entering return 35. fil bill 15 = 1.18
Do. Sum. 15. fil. defendants demurrer 15. fil. answer of R. J. Whitfield 15. fil. answer of B. F. Joyner 15. Copy 2.50 } 1.10
fil. Depositions 15. amt. charged to defendants attorneys for Copy = 1.75
2 Decrees + 1 Copy 1.08. Rule 50 = 1.58
J. M. Howard $7.15

Filing Depositions 15. (for plaintiff) fil. Comrs report 25 = 40
1 Decree + 2 Copies 1.08, Taking bond &c. 140. Taxed, 40 = 2.88
Further Costs - 2 Decrees 1.44 fil. Comrs report 50 and } 2.19
Filing away papers 25
Paid L. A. Gay Clerk $12.62
Paid J. W. Williams Sheff. 5.30
Paid W. D. Sibbett. pr. Lawrence. 16.50

Paid May 22/97. J. L. McLemore
J. L. McLemore Comr. fee for Depositions for Deft. 4.50
" " " " " " Pltf. 10.50
" " " " Report 2.00 $51.42

Witnesses J. N. Johnson 50 Paid J. W. Johnson.
Mrs. Nancy R. Sidwell 1.00 Paid - see receipt.
Mr. J. A. Sidwell 1.50 3.00 Paid - see receipt.
$54.42

Additional Costs receipts for both 36c
Issuing 2 Sci. Fa: 1.00, Docketing 18 - 1.54
Rules 1.00 Decree + Copy 72. Tax Costs + Copy 40 = 2.12
Filing 3 answers + 1 petition 60 = 60
Paid L. A. Gay Clerk $4.26
Pd. J. W. Williams Sheff. 1.00
$5.26
Amount first costs brought down $54.42

Total Costs to March Term 1897. $59.68

Southampton Circuit Court, May Term 1894.

Jaymen, by next friend
&c. &c. Decree.
Jaymen et als

This day this cause came on to be heard upon the bill of the Complainant, taken for confessed as to all the defendants except B. D. Jaymen and R. D. Whitfield, the answer of the said B. D. Jaymen and R. D. Whitfield the replication thereto, and the exhibits filed, and was argued by Counsel. On consideration whereof the Court, overruling the said demurrer doth adjudge order and decree that it be referred to one of the Commissioners of this Court to inquire and report whether it would be to the interest of the infant, Mary L. Jaymen to take the land subject to the charge of certain legacies or whether it would be to her interest to have the land sold and out of the proceeds to pay costs of suit, and the legacies and the balance invested for her benefit.

And the Commissioner is further

directed to inquire and report to the Court whether the alledged Contract set up in the answer of the defendant B. F. Jaynes is a valid and subsisting one, returning along with his report the evidence taken by him upon this question.

And the said Commissioner is also directed to take an account of debts outstanding against the estate of the said Eliza Jaynes, and an account showing the actual and annual value of the lands whereof the said Eliza Jaynes died seized and possessed.

Which inquiries the Commissioner will make and report together with any other matter specially stated deemed pertinent by himself or required to be stated by any interested party.

A Copy

Test: T. W. Howard C.C.

Lagrue, by next friend
v.
Lagrue et al

March Term 1896
24th.
Enters this
Robert C. Ellis

Entered
Page 64—
We consent to this
decree.
W. D. Tibbill } S.C.
Jno. Sibley Jr. }
Standish Barry Jr. Ds

Jaynes by myk friend

vs.

Jaynes et als

This day this cause came on to be further heard on the papers formerly read and on the report of Com'r J. L. McSwain and the depositions of witness filed thereunto, to which report there is no exception. And was argued by counsel. On consideration whereof the Court doth approve and confirm the said report and doth adjudge, order and decree that W. J. Sibrell and Wm. Shands, who are hereby appointed special commissioners for the purpose, do proceed to sell by public auction to the highest bidder after having given due notice of time and place of sale the tracts of land in the bill and proceedings mentioned, upon the following terms to wit: one half cash and the balance on a credit of twelve months from the day of sale, the purchaser to give bond with approved security, carrying interest from the day of sale for the deferred payment, title to be retained till the purchase money is fully paid with the option to the purchaser to

pay the entire purchase price in cash.
~~and take a deed for the said land.~~

When the purchase price shall be fully paid ~~and the sale confirmed~~ the said commissioners shall execute to the purchaser a deed for the said tract of land with special warranty of title and out of the proceeds of sale pay first the legal costs and expenses attending this suit and the sale of the said land & remit the sum of $5.00 to B. F. Joyner, $5.00 to W. T. Joyner $5.00 to Louisa A. Whitfield and $5.00 to Nannie R. Tidwell and the balance to be divided equally, and one half to be paid to Roger D. Whitfield, guardian of Mary D. Joyner, and the other half to be paid to B. F. Joyner or his attorney taking their receipts for the same and return along with this report to court in order to a further decree. But before the said commissioners shall proceed to perform this duties hereunder, they shall enter into bond with approved security before the clerk of this court in the penalty of $600.00, conditioned for the faithful performance of their duties under

this or any subsequent decree which may be entered in this cause.
And the said commissioner will report this proceedings hereunder to court.

Joyner, by next friend
vs. } Decree.
Joyner et als.

This day this cause came on to be heard upon the bill of the complainants, taken for confessed as to all the defendants, except B.F. Joyner and R.T. Whitfield, the answers of the said B.F. Joyner and R.T. Whitfield, the replication thereto, the demurrer of B.F. Joyner to the bill, and the exhibits filed, and was argued by counsel. On consideration whereof, the Court, over-ruling the said demurrer, doth adjudge, order and decree that it be referred to one of the Commissioners of this Court to inquire and report whether it would be to the interest of the infant, Mary L. Joyner to take the land subject to the charge of certain legacies or whether it would be to her interest to have the land sold and out of the proceeds to pay costs of suit, and the legacies, and the balance invested for her benefit - And the Commissioner is further directed to inquire and report to the Court whether ~~in his opinion~~ the alleged contract set up in the answer of the defendant, B.F. Joyner, is a valid and subsisting one, returning along with his report the evidence ~~upon which his opinion is based~~ taken by him upon this question *, which inquiries the Commissioner will make and report, together with any other matter specially stated deemed pertinent

by himself or required to be stated by any interested party—

* And the said Commissioner is also directed to take an account of debts outstanding against the estate of the said Eliza Joyner, and an account showing the actual and annual value of the lands whereof the said Eliza Joyner died seized and possessed—

Joyner, by next friend
vs.
Joyner et als.

May Term 1894.
To be retained—
CMT

Exhibit 673.

Joyner, by next friend,
vs. Decree.
Joyner et als.

To be entered—
Sept. 29, 1894
Walter R. Stubbs

Entd. Page 172

Joyner, by next friend,
vs. Decree.
Joyner et als.

This day this cause came on to be further heard upon the papers formerly read, and upon the Report of Comrs. W. J. Sibbett and Wm. Shands, filed during the term by leave of the Court, showing collection and disbursement of the purchase price of $355.00, in accordance with the direction of decree herein entered on the 25th day of March 1897, same being supported by proper vouchers, to which report there is no exception, and was argued by counsel. On consideration whereof, the Court doth adjudge, ordain and decree that the said Report be, and the same is hereby approved and confirmed. And it appearing that nothing further remains to be done [redacted] this cause, it is ordered that the same be removed from the docket.

Joyner, her next friend

vs.

Joyner et als.

This day this cause came on to be further heard on the papers formerly read, and one of the defendants, R.F.Joyner, having departed this life during the progress of this suit and the same having been regularly and properly revived at rules in the name of the administrator and heirs-at-law of said R.F.Joyner, upon the answer of Wm J.W.Williams, sheriff and as such administrator of R.F.Joyner, deceased, the answer of Willie Joyner, Sallie Joyner, Grace Joyner and Henry Joyner, infants by John R.Boles, their guardian ad litem, the answer of Mattie Joyner, widow of R.F.Joyner, deceased, praying to be considered a party to this suit, and the report of Commissioners Sebrell and Shands this day filed by leave of Court, to which report there is no exception, and was argued by counsel. On consideration whereof the Court, confirming the said report, doth adjudge, order and decree that the sale reported to be made in the said report be and the same is hereby confirmed.

And the Court doth further adjudge, order and decree that the said commissioners, upon payment to them by the said Merritt Johnson of the said purchase price of ~~$355~~ three hundred and fifty-five dollars, shall execute to the said Merritt Johnson a deed with special warranty, conveying the said property, and shall distribute the money received from said Merritt Johnson as directed by the decree entered in this cause on the 24th day of March 1896, that is to say that pay first the legal costs attending this suit and sale of said land, second, the sum of $5.00 to the attorney for ~~defendants~~ R.F.Joyner, $5.00 to W.T.Joyner, $5.00 to Louisa A.Whitfield and $5.00 to Nancy R.Tidwell, and the balance to be equally divided and one-half thereof pay to Roger T. Whitfield, guardian of Mary Lou Joyner, or his attorney, and the other half pay to the attorneys for the defendants, taking their receipts to be returned with their

Joyner by next friend
vs Drane
Joyner et als

Enter Mar 2- 1899
Robert ...

Entd Page 138

Joyner, per next friend

vs.

Joyner et als.

This day this cause came on to be further heard on the papers formerly read, and one of the defendants, B.F.Joyner, having departed this life during the progress of this suit and the same having been regularly and properly revived at rules, in the name of the administrator and heirs-at-law of said B.F.Joyner, upon the answer of J.W.Williams, sheriff and as such administrator of B.F.Joyner, deceased, the answer of Ella M.Joyner, Sallie Joyner, Stacey Joyner and Benny Joyner, infants by John R.Doles, their guardian ad litem, duly assigned to defend them in this suit, the answer of Matti[illegible]oyner, widow of B.F.Joyner, deceased, praying to be considered a party to this suit, and the report of Commissioners Sebrell and Shands, this day filed by leave of Court, to which report there is no exception, and was argued by counsel. On consideration whereof the Court, confirming the said report, doth adjudge, order and decree that the sale reported to be made in the said report be and the same is hereby confirmed.

And the Court doth further adjudge, order and decree that the said commissioners, upon payment to them by the said Merritt Johnson of the said purchase price of three hundred and fifty-five dollars, shall execute to the said Merritt Johnson a deed with special warranty, conveying the said property, and shall distribute the money received from said Merritt Johnson as directed by the decree entered in this cause on the 24th day of March 1896, that is to say pay first the legal costs attending this suit and sale of said land, second, the sum of $5.00 to the attorney for B.F.Joyner, Administrator, $5.00 to W.T.Joyner, $5.00 to Louisa A.Whitfield and $5.00 to Nanny R.Tidwell, and the balance to be equally divided and one-half thereof pay to Roger T. Whitfield, guardian of Mary Lou Joyner, or his attorney, and the other half pay to the attorneys for the defendants, taking their receipts to be returned with their report to Court, and the said Commissioners will report to Court.