1902-05 Southampton County Chancery- Felts, T. B vs Cornwell, Maude B. etals

sues to have an original agreement honored + executed, and a commissioner be appointed to settle differences.

Barham, R. F. (trustee
1/3/ent } Cornwell, Johnnie Blanche
by
Prince, T. B. (C.A.L)

Received of J. B. Tells this 22nd
day of Oct 1900 - Four Hundred
Dollars in part payment for two
certain Tracts of land known as
the Dennis. Bryant & Tyler Bryant
farms situated near Boykins Depot
Southampton County Virginia
J H Cornwell

On Demand I owe and promise
to pay to Parley Baker the just
and full sum of Five Hundred
Dollars. For value received. and I hereby
waive my Homestead exemption as
to this debt. As witness my Hand
and seal this 5th day of January 1901

Witness
R F Barham

Jno H. Cornwell (Seal)



For Value Received I
hereby assign & transfer
this Bond with the security
thereto belonging to J B Pelts
without recourse Dec 4/1901
Parley Baker

"Exhibit D."

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

In Chancery:-

Humbly complaining, sheweth unto Your Honor your complainant, J. B. Felts that, under and by virtue of a decree of the Circuit Court of Southampton County, entered on the 3rd day of April 1900, in the Chancery cause of Barden's Ex'or. vs. Barden's Devisees, J. L. McLemore, who was thereby appointed a special Commissioner for the purpose, exposed to sale, by public auction, at Boykins Va., on the 25th day of August 1900, all those two certain tracts of land, lying in said county, known as the Dennis Bryant farm and the Tyler Bryant farm, lying on the East side of the County road leading from Boykins to Cross Keys, about two miles from Boykins, containing by estimation 139 acres, more or less, it being all the land owned by the late C. L. Barden, lying on East side of said road, and including a small triangular piece adjoining the 23 acre tract across the road, and located in front of said Barden's residence at the time of his death;

and that at the said public sale your complainant made the highest bid for the said lands above mentioned and described, in the sum of $1695.00, and the said lands were cried out to your complainant in the said sum. That finding himself unable to comply with the terms of sale, and in order to make provision for complying therewith, your complainant shortly thereafter saw his brother-in-law, J. H. Conwell, and made with him an arrangement and agreement to the following effect, namely, that your complainant should furnish the amount of money which he himself had in cash, to-wit, the sum of $400. and the said J. H. Conwell should furnish the balance of the said purchase-price, to-wit, the sum of $1295.00, and as a mode and means of making the said J. H. Conwell safe and secure for the said sum of $1295. to be so furnished and advanced by him, and to save the trouble and expense of fixing up other papers to secure the same, the

deed for the said lands was to be made to the said J.H. Conwell, with the distinct and express understanding and agreement, which was then and there had and made by and between the said J.H. Conwell and your complainant, that after the deed was so made to the said J.H. Conwell, he, the said J.H. Conwell, should give your complainant a receipt for the said $400.00 in part payment for said lands, and your complainant should take and have possession of the same on and after the 1st day of January 1901, the time specified and mentioned, at said public sale, when the purchaser should have possession of the same, and that whenever your complainant should subsequently pay to the said J.H. Conwell the said sum of $1295., with interest, the said J.H. Conwell should make to your complainant a good and sufficient deed for the said lands. That in consequence and in pursuance of this said agreement and understanding, your complainant requested and directed the said special Commissioner,

J. L. McLemore, to make the deed for the said lands to the said J. H. Conwell, and the same was accordingly done.
That in accordance with the said agreement, the said J. H. Conwell gave to your complainant a receipt for the said $400.00, in part payment for the said lands, which said receipt is herewith filed as "Exhibit A." & prayed to be read as a part of this bill; and that, also, in accordance with, and in pursuance of the said agreement, and with the full knowledge, acquiescence and assent of the said J. H. Conwell, your complainant took possession of the said lands on the 1st day of January 1901, and has had possession of the same ever since then. That since having thus taken possession of the said lands, your complainant has put considerable improvements thereon, some of which he will here mention, to-wit, he has made considerable repairs to the dwelling-house, has built one new tenement house, three new barns, one new corn-crib and two shelters, has made

new fences and repaired the old ones, has set out a considerable number of fruit-trees, has cleared up new lands and improved the old lands by fertilizing the same. That on or about the 5th day of January 1901, the said J.H. Conwell, with the knowledge and assent of your complainant, executed to R.F. Barham, trustee, a deed of trust on said lands to secure to Parley Baker a bond for $500 of even date with said deed of trust, as will appear from said Trust-deed herewith filed as "Exhibit B." & prayed to be read as a part of this bill, it having been understood & agreed that when your complainant should pay to the said J.H. Conwell the said sum of $1295 and interest, the said bond secured by said deed of trust should be paid off and the said deed of trust discharged and released. That on or about the 6th day of October 1901, the said J.H. Conwell died intestate, leaving a widow, Maude B. Conwell, and one child, Johnnie Blanche Conwell, an infant under twenty one years of age, as

the only heirs and distributes of his estate. That since the death of the said J.H. Conwell, your complainant has paid to the said Parby Baker the amount due on the said bond secured by said deed of trust, and the same has been duly assigned to your complainant by the said Parby Baker, without recourse, as will appear by the said bond herewith filed as "Exhibit C." & prayed to be read as a part of this bill. That your complainant is now ready and willing to pay such balance as may be found to be due from him on account of the said $1295. and interest, advanced by the said J.H. Conwell as aforesaid, less such amount as shall properly be deducted on account of the said bond for $500- and interest, assigned by said Parby Baker to your complainant as aforesaid, whenever a good and sufficient deed for said lands shall be executed to your complainant in accordance with the understanding & agreement between the said J.H. Conwell and your complainant as aforesaid.

5

In tender consideration whereof, and inasmuch as your complainant is without remedy save in a Court of Equity, where such matters are properly cognizable, your complainant prays that the said Maude B. Conwell, R. F. Barham, trustee, and Johnnie Blanche Conwell be made parties to this bill and required to answer the same, though answer under oath is hereby waived; that a proper guardian ad litem be assigned the infant defendant to protect her interest in this suit; that the said understanding & agreement between the said J. H. Conwell and your complainant be carried into complete execution; that it be referred to one of the Commissioners of this Court to ascertain & report the amount of balance now due from your complainant on account of the said $1295.00 advanced as aforesaid by the said J. H. Conwell, after deducting the amount of said bond assigned by said Parky Baker to your complainant; That Your Honor will appoint a special Commissioner to collect said balance from your complainant, and to execute to your complainant a deed for said lands with special warranty; That

all proper orders be made and accounts taken; and that all such other, further, general and special relief may be given as the nature of the case may require or to Equity shall seem meet.

And your complainants will ever pray &c.

W. J. Sebrell, Sol. for Complts

J. B. Tilt

Tilt
vs.
Connell et al.

Bill & Exhibits.

1902. 2nd Jany. Rules filed

L. A. Gay C.C.

This deed made this 8th day of January in the year one thousand nine hundred & one between John H. Bonwell and wife of the County of Southampton and State of Virginia of the first part and R. Frank Barham of said County of the second part. Witnesseth: That said party of the first part do grant unto the said party of the second part the following property, to wit: two certain tracts of land lying and situated in the County of Southampton and State of Virginia, and known as the "Dennis Bryant" farm, and the Tyler Bryant farm, lying on the east side of the County road leading from Boykins to Rowes Keys, about two miles from Boykins, containing by estimation one hundred and thirty nine acres more or less, it being all the land owned by B. L. Barham deceased, lying on the east and including a small triangular piece and adjoining the twenty three acre tract, side of the road aforesaid and is located in front of the place across the road his residence at the time of his death. The said land was purchased by John H. Bonwell from James L. McLemore Special Commissioner, appointed by the Court to sell said lands. In trust, to secure to Parley Baker the payment of the sum of Five hundred dollars for which he holds a bond against the said Jno. H. Bonwell with even date of this deed. In the event that default shall be made in the payment of the above mentioned

debt, principal or any installment of interest, when due and payable then the Trustee on being requested so to do by Parley Baker his, executors, administrators or assigns, shall sell the property hereby conveyed. And it is covenanted and agreed between the parties aforesaid, that in case of a sale, the same shall be made after first advertising the time place and terms thereof for thirty days at three or more public places in the County, and upon the following terms, to wit: for cash as to so much of the proceeds, as may be necessary to defray the expenses of executing this trust, including a trustees Commission of five per centum the fees for drawing and recording this deed if then unpaid, and to discharge the amount of money, then payable, upon the said debt: and if there be any residue of said purchase money the same shall be made payable at such time and secured in such manner as the said party of the first part his Executors Administrators or assigns shall prescribe and direct, or in case of his failure to give such direction, at such times, and in such manner as the said trustee shall think fit. The said party of the first part Covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed so long as he or his heirs or assigns shall hold the same. And further Covenant and agree to keep the buildings on the property hereby

conveyed, insured for the full amount of $ ____
for the further protection of the said ____
or assigns, and in the event of ____
failure to do so then the trustee, or the benefi-
ciary under this deed, may effect or renew
such insurance from time, so long as the
said debt, or any part thereof remains
unpaid; and the insurance premiums
shall constitute a part of the lien created by
this deed, to be paid out of the proceeds of
the property, if sold, or to be recoverable by
all the remedies in law or equity by which
the debt aforesaid may be recoverable.
If no default shall be made in the payment
of the above mentioned debt, or insurance
premiums, then upon the request of the
party of the first part, a good and suffi-
cient deed of release shall be executed to
him at his own proper costs and charges.
Witness the following signatures and
seals.

Jno. H. Lonewell (Seal)
Mrs. J. H. Lonewell (Seal)

State of Virginia
County of Southampton, To wit:
I, R. F. Barham, a justice of the peace for
the county aforesaid, in the State of Virginia
do certify that Jno. H. Lonewell, and Mrs.
J. H. Lonewell, his wife, whose names are

signed to the writing hereto annexed, bearing date the 5th day of January 1901, have acknowledged the same before me in my county aforesaid.

Given under my hand this 5th day of Jan. 1901

R. F. Barham J.P.

Virginia:

In the Clerk's Office of Southampton County Court. January 29th. 1901. This deed was presented, and with certificate annexed admitted to record. The bond hereby being stamped according to law.

Teste: B. F. McLemore C.C.

A copy.

Teste: L. A. Gay D.C.

Exh. "B"

Exhibits
15. { Copy D. J. from Somerville
To Barham & Franklin,
Somerville & Vals.

Felts, }
vs. } Decree.
Conwell et als.

April 8, 1902.

Enter this,

Robert R. Ellis

Entered. page 428

1 cop.
43 ds: W.B. Sebrell, p.q.

J. B. Felts, plaintiff,

vs.

Maude B. Conwell, R. F. Barham, Trustee, and Johnnie Blanche Conwell, an infant under twenty one years of age, by J. B. Prince Jr., her guardian ad litem duly assigned at rules. } Defendants

This day this cause came on to be heard upon complainants bill and exhibits therewith filed, the answer of Maude B. Conwell, taken for confessed as to the other adult defendant, by whom legal service of process has been duly acknowledged, he still failing to appear and plead, answer or demur to the said bill, the answer of the infant defendant by guardian ad litem, the depositions of witnesses, and was argued by counsel.

On consideration whereof, the Court being of opinion that the allegation in complainants bill mentioned, as to the understanding and agreement between the said complainant and J. H. Conwell, dec'd., in regard to the purchase and payment of the lands in complainants bill mentioned, is sustained by the papers, the Exhibits and the depositions of witnesses filed in this cause,

and in order to carry said understanding and agreement into execution and effect, doth adjudge, order and decree that it be referred to one of the Commissioners of this Court to ascertain and report to this Court,

1st What is the amount of balance due from the Complainant, J.B. Felts, on account of the sums advanced for him by the said J.H. Conwell deed., toward the payment of the purchase price for the lands in complainants' bill mentioned, after deducting the amount of the bond, for $500.00 and interest, secured by deed of Trust thereon, formerly executed by the said J.H. Conwell to Parley Baker, and since assigned by said Parley Baker to, and now held by, the said J.B. Felts, complainant —

which inquiry the said Commissioner will make and report to this Court, together with any matter specially stated, deemed pertinent by himself, or required to be so stated by any interested party.

And by consent of the parties in term, intered of record, it is ordered that this cause be submitted to the Judge of this Court for such decision and decree therein in vacation, as might be made

in term.

Felts
vs. Decree.
Conwell et als.

In vacation:
July 1, 1902.
Enters this,
Robert R. Ellis

Entered page 441

In Vacation: In the Circuit Court of Southampton County, on the 1st. day of July 1902:

Felts
vs. } Decree.
Conwell et als.

This day this cause, which has been regularly submitted to the Judge of this Court for such decision and decree therein in vacation as might be entered therein in term, came on to be heard upon the papers formerly read, and upon the report of Commissioner Jno. N. Sebrell Jr., filed on the 3rd day of June 1902, to which report there is no exception, and was argued by Counsel. On consideration whereof, the Court, approving and confirming the said report, doth adjudge, order and decree that W. J. Sebrell, who is hereby appointed a special Commissioner for the purpose, do collect from J. B. Felts the sum of Eight hundred and seventy seven & 79/100 Dollars, ($877.79), that being the amount due from him to the estate of J. H. Conwell, dec'd.,

as per the said report; and, upon collecting the same, the said W.J. Sebrell, special Commissioner, will execute to the said J. B. Felts a deed with special warranty for the lands in the bill and proceedings mentioned and described. And after collecting the said sum of $877.79 as hereinbefore directed, the said W.J. Sebrell, special Commissioner, will pay first the costs and expenses of this suit, and the balance he will pay over to Maud B. Conwell, administratrix of J. H. Conwell, dec'd., taking her receipt for the same, and return the same along with his report to this Court. But the said Commissioner will not proceed to act under this decree till he shall have entered into bond, with approved security, before the Clerk of this Court, in the penalty of $1000.-, conditioned for the faithful performance of his duties under this, or any further decree in this cause. And the said Commissioner

will make report to this Court.

Robert R. Ellis

To the Clerk of the
Circuit Court of
Southampton County:

Received July 9th 1902 of W.J. Sebrell, special commissioner in chancery cause of Felts vs. Conwell et als., the sum of Eight hundred and twelve & 85/100 dollars, same being the amount of balance ordered to be paid to me by the said W.J. Sebrell, special commissioner, by decree entered in said cause in vacation, on the 1st day of July 1902, after deducting the amount of costs & expenses in said cause ordered to be paid by said decree.

Mrs Maud B Conwell
Admrx of J H Conwell,
decd.

Statement.

Amo: collected from I. B. Felts-		$877.79
To com's: on $877.79 - - - - - - -	26.55	
" fee for deed to purchaser - - -	5.00	
" paid taxes & costs - see statement of costs -	33.39	
" bal. paid Maud B. Conwell, admrx. &c.	812.85	
	$877.79	$877.79

Felts } Report of
vs. } Comr. W. Schrill.
Conwell et als.

1902. 2nd Oct. filed.

L. N. Gay 4.4.

Felts, vs. Conwell et als. } Report of Comr. W. J. Sibrell.

In this cause, the commissioner reports to the Court that, pursuant to decree herein entered on the 1st day of July 1902, he has collected from J. B. Felts the sum of Eight hundred and seventy seven & 79/100 dollars ($877.79); and that, after paying the costs and expenses of this suit, he has paid over the balance, to-wit, the sum of $812.85 to Maud B. Conwell, administratrix of J. H. Conwell, dec'd., as directed by the said decree, all which will more fully appear from the statement and receipt herewith filed, and prayed to be read as a part of this report.

The commissioner has executed to the said J. B. Felts a deed, with special warranty, for the lands in the bill and proceedings mentioned, as directed by the said decree.

Respectfully submitted,

W. J. Sibrell,

Special Commissioner.

OFFICE OF JOHN N. SEBRELL, JR.,

Commissioner in Chancery for the Circuit Court of Southampton County, Virginia.

COURTLAND, VA., May 24, 1902

To J.B. Felts, Maud B. Connell, R.F. Barham trustee and Johnnie Blanch Connell, an infant under 21 yrs. by J.B. Pounds Jr. her guardian ad litem.

You are hereby notified that I have fixed upon the 31 day of May 1902 if fair, if not the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:

1. What is the amount of balance due from J.B. Felts, on account of the sum advanced for him by J.H. Connell, deed toward the payment of the purchase price for the land in the plaintiffs bill in suit of Felts vs. Connell et als, in the circuit court of Southampton County, munhime after deducting the amount of the bond for $500.00 and interest secured by deed of trust thereon formerly executed by the said J.B. Connell to Parky Baker and since assigned by said Parky Baker to, and now held by the said J.B. Felts.

2. Any other matter deemed pertinent by the Commissioner or required to be stated by any interest party.

required to be taken by a decree of Southampton Circuit Court, rendered on the 8 day of April 1902, in a suit in Chancery, depending in said Court, in which you are parties, plaintiffs and defendants; at which time and place you are required to attend.

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

John N. Sebrell Jr. Commissioner.

To the Sheriff of Southampton County to execute.

Filed Jr 3

vs.

Cornell et al.

1902. May 31.

We acknowledge
legal service of this
notice

Mrs Maud Brownell
Jno. T. Schell, Atty
for D. F. Bertholf

D. B. Felts, by W. J. Schell,
his attorney.

J. B. Prince, Jr.
Dom. ad Litem.

Feb. 13.
Comm'd
Rept.
Comwlth &c

1902. 3rd June Feb.

L. A. Hay C.C.

Comwealth of Va.

vs.

Bates

Counties of Chesterfield and Powhatan.

To the Judge of the Circuit Court of Chesterfield county:

Your petitioner, Lewis A. Hay, a commissioner appointed by the Circuit Court of Chesterfield county, by an order entered on the 3rd day of June, 1902, in the suit of Commonwealth of Virginia against Bates, to ascertain and report the amount of the fine imposed upon the said Bates by the said Circuit Court, and the costs of the prosecution, and to report the same to the next term of the said Court, respectfully reports that he has executed the duties of his appointment, and has ascertained that the amount of the fine imposed upon the said Bates by the said Circuit Court is the sum of Fifty dollars, with interest thereon from the 23rd day of May, 1902, and that the costs of the prosecution amount to the sum of Twenty-seven dollars and seventy-five cents, as appears by the bill of costs hereto annexed, marked "Exhibit A," and made a part hereof.

All of which is respectfully submitted.

Dated this 23rd day of June, 1902.

Commissioner.

Commissioner's Office

Courtland, Va., May 31, 1902.

Felts

Vs.

Conwell et als.

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

The undersigned, your commissioner, to whom was referred certain inquiries directed to be taken by a decree in the above styled cause on the 8th day of April 1902, as follows:

What is the amount of the balance due from the complainant J.B.Felts, on account of the sum advanced for him by J.H. Conwell, deceased, toward the payment of the purchase price for the lands in the complaiannat's bill mentioned, after deducting the amount of the bond for five hundred dollars and interest, secured by deed of trust thereon, formerly executed by said J.H.Conwell to Parley Baker and since assigned to and now held by the said J.B.Felts, would most respectfully report that he has issued his notices to the parties plaintiffs and defendants, service of which has been duly acknowledged, notice with said acknowledgements of service being returned here with, requiring said parties to appear before him on the 31st day of May 1902.

That from the facts proved and adduced before him he finds and reports the balance due the estate of J.H.Conwell deceased, by said J.B.Felts after deducting the amount paid by said Felts on account of said deed of trust executed by said Conwell to Parley Baker, to be the sum of eight hundred and seventy seven dollars and seventy nine cents ($877.79)

All of which is most respectfully reported.

J. Robt. Vaughan

Commissioner in Chancery.

Comm'r Fee. $5.00 Chd to Pltff. Jas. S. Conwell

Fells

vs. } Copy Decree

Lowell et als.

Entered page

428

Virginia: In the Circuit Court of Southampton County, April Term 1902.

J. B. Felts. plaintiff

vs.

Maude B. Cowsill, R. F. Barham trustee, and Johnnie Blanche Cowsill, an infant under twenty one years of age, by J. B. Driver Jr. her Guardian ad litem duly assigned } Defendants

at Rules.

This day this cause came on to be heard upon Complainants bill and exhibits therewith filed, the answer of Maude B. Cowsell taken for confessed as to the other adult defendant, by whom legal service of process has been duly acknowledged, he still failing to appear and plead, answer or demur to the said bill, the answer of the infant defendant by guardian ad litem, the depositions of Witnesses, and was argued by Counsel.

On Consideration Whereof, the Court being of opinion that the allegations in Complainants bill mentioned, as to the understanding and agreement between the said Complainant and J. W. Cowsell, dec'd., in regard to the purchase and payment of the lands in Complainants bill mentioned, is sustained by the papers, the exhibits and the depositions of Witnesses filed in this Cause, and in order to carry said understanding and agreement into execution and effect, doth adjudge, order

and decree that it be referred to one of the Commissioners of this Court to ascertain and report to this Court, what is the amount of balance due from the Complainant J. B. Fells, on account of the sums advanced for him by the said J.H. Bonwell, dec'd., towards the payment of the purchase price for the Lands in Complainants bill mentioned, after deducting the amount of the bonds, for $500.00 and interest, secured by deed of trust thereon, formerly executed by the said J.H. Bonwell to Parley Baker, and since assigned by said Parley Baker to, and now held by the said J.B. Fells Complainant - which inquiry the said Commissioner will make and report to this Court, together with any matter specially stated, deemed pertinent by himself, or required to be so stated by any interested party.

And by consent of the parties in terms, entered of record, it is ordered that this cause be submitted to the Judge of this Court for such decision and decree therein in vacation, as might be made in Terms.

A Copy.

Teste: L. A. Gay Cl. C.

Felts, J.B.,

v. } Depositions

Connell, Maude B.

Apl. 4th, 1902, filed.

L. A. Gay C.C.

Felts

vs. } Notice.

Cornwell

We acknowledge legal service of this notice.

Maud Cornwell

J. B. Price Jr. Atty

for R. F. Brobeny Trustee

J B Price Jr

Gdn. ad litem

To Maude B. Conwell, R. F. Barham, hunter, & Johnnie Blanche Conwell, an infant under 21 years of age:

You are hereby notified that on the 4th day of April, in the year 1902, at the office of ~~B. F. McLEMORE,~~ W. J. Sebrell, in the village of Courtland, Southampton county, Va., between the hours of 10 A. M. and 6 P. M. of that day, I shall proceed to take the depositions of N. J. Felts _____ _____ _____ _____ and others, to be read as evidence in my behalf in a certain suit in Chancery depending in the Circuit Court for Southampton county, wherein I am plaintiff and you are defendants; and if, from any cause, the taking of the said depositions be not commenced, or, if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours, until the same shall be completed.

Your obedient servant,

J. B. Felts,
By his attorney.

The depositions of N. T. Felts and others, taken before me J. B. Prince, jr., a commissioner in chancery of the Circuit Court for the county of Southampton, state of Virginia, pursuant to notice hereto annexed, at the office of W. J. Sebrell, in Courtland, Va., on the 4th day of April, 1902, between the hours of 10 a.m. and 6 p.m. to be read as evidence in behalf of J. B. Felts and others in a certain suit in equity depending in the Circuit Court of the county of Southampton, Va., wherein J. B. Felts is plaintiff and Maude B. Conwell and others are defendants.

Present:- W. J. Sebrell, Atty. for plaintiff.

Witness N. T. Felts after being first duly sworn deposes as follows:

Q. State your age, residence, occupation and do you know the parties to this suit ?

A. Fifty seven, Live in Southampton county, farmer, and know all the parties to the suit, the plaintiff, J. B. Felts is my son and the defendant Maude B. Conwell is my daughter.

Q. 2. State whether or not you were present at Boykins, Va., when the lands known as the Dennis Bryant farm and the Tyler Bryant farm were sold at public auction by J. L. McLemore, commissioner ?

A. I was present.

Q. 3. To whom were the said farms cried out at such sale, and do you remember at what price they were so cried out ?

A. They were cried out to J. B. Felts as the highest bidder and the price was $1695.

Q. 4. State whether or not at any time shortly thereafter you heard any arrangement or agreement made and effected between the said J. B. Felts and J. H. Conwell in regard to the paying of the purchase price for said land and the taking of the deeds for

tne same and if so please state what was such arrangement and agreement ?

A. I did hear an agreement and understanding made between said J.B.Felts and said J.H.Conwell shortly after tne said sale and such agreement and understanding was in substance this ; J.B.Felts was to pay $400 which he had himself and J.H.Conwell (who was tne husband of my daughter Maude B. Conwell, and tne brotner in law of tne said J.B.Felts) , was to pay tne balance of $1295 and tne said J.H.Conwell was to take tne deed for tne land in his name to make him secure for tne money which he had advanced, and he was to give J.B.Felts a receipt for tne $400 paid by him and promised that when tne said J.B.Felts should pay him back tne $1295 and interest he would make him a deed for tne said land. This arrangement was made by them in order to make J.H.Conwell safe and secure for tne $1295 advanced by him to J.B.Felts in paying for tne said land and tney asked me if I didn't think this arrangement would be all right and I told them I thought it would. The said agreement was so made and entered into by and between them in my presence and the deed was accordingly so made to J.H.Conwell.

Q.5 Do you know whether or not tne said J.B.Felts took possession of tne said lands on tne first day of Jan., 1901, with tne knowledge and assent of tne said J.H.Conwell, and if so, whether he has been in possession of the same from that time to this?

A. He took possession at tne time named with tne full knowledge and consent of J.H.Conwell. He has been in possession of tne same ever since.

Q.6 Do you know whether or not since he took possession of tne said farm he has put any improvements thereon, or not ?

A. He has put a great deal of improvements on it by buildings and improving tne land. He has also set out fruit trees &c.

Q. Do you know about what time tne said J.H.Conwell died and what heirs and distributees he left at tne time of his death ?

A. He died last fall and left a widow, Maude B.Conwell, who is nearly 25 years old, and one child Johny Blanche Conwell who is about three years old.

Q. Are you well acquainted with tne affairs of your son in law tne said J.H.Conwell and do you know whether or not he left any outstanding debts against his estate ?

A. I am well acquainted with his affairs and he left no debts except tne $500 bond which he executed to Parley Baker, and which has since his death been assigned over to J.B.Felts.

And furtner this deponent saith not.

Witness J.B.Prince Jr. his W.T.Felts mark

Witness Saml. Simmons after being first duly sworn deposes as follows:-

Q. Please state your age, residence, occupation and do you know the parties to this suit ?

A. Thirty-six, live in Southampton county, Va., farmer and know all the parties. I married a sister of J. B. Felts the plaintiff and Maude B. Conwell one of the defendants.

Q. Please state whether or not you were present at Boykins, Va., when the lands known as the Dennis Bryant farm and the Tyler Bryant farm were sold at public auction by L. L. McLemore, commissioner ?

A. I was present. The land was knocked out to J. B. Felts, and the price was $1695.

Q. State whether or not at any time between the said sale and the death of the said J. H. Conwell you heard the said J. H. Conwell make any statements as to what arrangements had been made between him and the said J. B. Felts in paying for the lands known as the Dennis Bryant farm and the Tyler Bryant farm, and how much of the money he had paid and how much J. B. Felts had paid, and what understanding they had about the matter ?

A. Being brothers in law I was frequently with him and he told me some time after the sale that J. B. Felts had paid $400 on the purchase money, for which he had given him a receipt, and that he had paid the balance of $1295 and taken the deed in his own name and that as soon as J. B. Felts paid him the $1295 back with interest, that he would make him a deed for the land. He told me that that was the understanding that had been made between them. He said he took the deed in his own name in order to secure himself for the $1295 which he had advanced for the said J. B. Felts.

Q. Do you know whether or not the said J. B. Felts took possession of the said property on the 1st day of Jan., 1901, ? with the knowledge and consent of the said J. H. Conwell, and whether or not he has been in possession of the s me ever since ?

A. I know that he did take possession on the 1st of Jan. 1901, and that he has been in possession ever since.

Q. Do you know whether or not he has put any improvements on the land since he has been in possession of it ?

A. He has. He has put considerable buildings on it in the shape of buildings and has cleaned up some land besides improving the land by manure &c.

And further this deponent saith not.

Witness
J. B. Bruce Jr.

S. H. Simmons

Virginia,

County of Southampton, to-wit:-

I, Jos. B. Prince, jr., a commissioner in chancery of the Circuit Court for the county aforesaid, in the state aforesaid, do hereby certify that the foregoing depositions of N. T. Felts, and Saml. Simmons were duly taken, sworn to and subscribed to before me, at the times and place, and for the purpose in the caption hereto ~~#######~~ mentioned.

Given under my hand this 4th day of April, 1902.

Fee for taking depositions $1.00

Jos. B. Prince, Jr.
Comr. in Chy.

Felts
vs.
Conwell et al.

Answer of the
intervenor defendant
by Gen. ad litem

The answer of Johnnie Blanche Conwell, an infant under the age of twenty one years; by J.B. Prince Jr., her guardian ad litem, assigned to defend her in this suit, to a bill of complaint exhibited against her and others in the Circuit Court of Southampton County by J.B. Felts, complainant.

For answer to said bill, the said infant defendant, by her said guardian ad litem, answers and says that, being an infant of tender years, she does not know what are her interests in this suit, and, therefore, she submits the same to the protection of the Court.

And now having answered, this defendant prays to be hence dismissed &c.

J.B. Prince, Jr.
Gd'n ad litem.

Felts } Consent
vs. } in writing
Conwell et als.

Felts
vs.
Conwell et als.

We, the parties, plaintiff and defendant, in the Chancery cause of J.B. Felts vs. Maude B. Conwell et als., pending in the Circuit Court of Southampton County, Virginia, hereby consent to submit the said cause to the Judge of the said Court for such decision and decree therein in vacation as might be made in term.

(Sign on this line) Mrs Maud B Conwell
~~Jno. T. Felts~~
B. F. Barham Trustee
by J Rochelle Jr. Atty.
J B Prince Jr Gdn. ad litem.
J.B. Felts, by W.J. Sebrell, his atty.

The answer of Maude B. Conwell, one of the defendants, to a bill of complaint exhibited against her and others, in the Circuit Court of Southampton County, by J.B. Felts, complainant.

The respondent, reserving to herself the benefit of all just exceptions to the said bill for answer thereto, or to so much thereof as she is advised that it is material she should answer, answers and says, that she is satisfied that the allegations in complainant's bill are correct; That she knows it to be true that there was had and entered into between the complainant and her deceased husband, the late J.H. Conwell, the understanding and agreement set forth in complainant's bill, whereby her said husband advanced for the said complainant the sum of $129.00 towards the payment of the purchase price for the lands in complainant's bill mentioned, taking the deed for the said lands in his name as a means of security for the money so advanced by him, and agreeing & promising to execute to the complainant a deed for

for said lands, when the said complainant should pay him back the said sum of $1295.00, with interest thereon to the date of such payment; that she heard the same talked over and agreed upon by and between the complainant and her said husband, and the latter afterwards talked with her concerning the same prior to his death.

That the respondent also knows it to be true, ~~as~~ alleged in complainant's bill, that the said complainant took possession of the said lands, with the knowledge and consent of her said husband, on the said 1st day of January 1901, and that he has been in possession of the same ever since. That, while respondent knows that the complainant, since taking possession of said lands, has put considerable improvements thereon, she does not know the exact extent of such improvements.

That it is, also, true, as alleged in complainant's bill, that the said J.H. Conwell died intestate in October 1901, leaving respondent, his widow, and

one child, Johnnie Blanche Conwell, an infant of tender years, as sole heirs and distributees of his Estate. That knowing it was the intention of her said husband to carry out, in good faith, the said agreement had and entered into between him and the complainant, the respondent interposes no objection to the granting and conveying of a good title to the said complainant to the said lands, upon his paying the amount due from him, in accordance with the said agreement between him and her said husband, and is willing to unite in any conveyance of the said lands to said complainant that may be ordered by the Court, if the Court should deem it necessary for her so to do. That since the death of her said husband, the respondent has qualified as Administratrix of his Estate, and so far as she is informed or can ascertain, there are no outstanding debts against the said estate that could be affected by such conveyance. That, as respondent does not consider that her said husband was ever equitably or beneficially seized

of said lands, she does not claim or expect any dower therein; but, if your Honor should be of opinion that she is entitled to dower, then she is willing to accept in money the gross value of such dower, to be computed according to law, her age being 25 years.

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

(signature) - Mrs Maud B Connell

Felts
vs.
Connell et als.

Answer of Maude B. Connell.

R. F. Barham Trustee

Form No. 300½.

vs. } SUBPŒNA IN CHANCERY.

p. q.

To Rules.

Court.

Feby. 14th 1902: I hereby acknowledge legal service of this summons.

Jno. T. Gibbes Jr.
Att'y for R. F. Barham
Trustee

Everett Waddey Co.,
Stationers and Printers,
Richmond, Va.
Form No. 300½.

The Commonwealth of Virginia,

To the Sheriff of the County of Southampton: Greeting:

WE COMMAND YOU, That you summon R. F. Barham, Trustee,

to appear at the Clerk's Office of the Circuit Court of the County of Southampton at the rules to be held for the said court on the 3rd Monday in February 1902, to answer a bill in chancery exhibited against him et als in our said court by J. B. Fells

And have then there this writ. Witness L. A. Gay, Clerk of our said court, at the courthouse, the 13th day of February 1902, and in the 126 year of the Commonwealth.

A copy, Teste: L. A. Gay by, by.

Form No. 300¼.

Felts J. B.

vs. } SUBPŒNA IN CHANCERY.

Connell et als.

W. J. Sebree p. q.

To 2" February Rules.

1902. Circuit Court.

Feby. 15th 1902: I acknowledge legal service of this summons.
Maude B Connell

Received Feb. 14 1902 by delivering a copy of this (Summons) to Maud B. Connell
D. B. Felts Dep.
Hts J. M. Williams
Sh. C.

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 300½.

The Commonwealth of Virginia,

To the Sheriff of the County of Southampton Greeting:

WE COMMAND YOU, That you summon Mamie B. Bonwell, R. F. Barham, Trustee, and Johnnie Blanche Bonwell, who is an infant, under the age of twenty one years

to appear at the Clerk's Office of the Circuit Court of the County of Southampton at the rules to be held for the said court on the 3rd Monday in February 1902, to answer a bill in chancery exhibited against them in our said court by J. B. Fells

And have then there this writ. Witness L. A. Gay, Clerk of our said court, at the courthouse, the 13th day of February 1902, and in the 126th year of the Commonwealth.

Teste: L. A. Gay C. C.

Fitts J. B.

vs } Stat: of Rules

Bonwell et als.

J. B. Fitts — Plaintiff

vs.

Maude B. Bonwell, R. F. Barham, Trustee, and Johnnie Blanche Bonwell, who is an infant under the age of twenty one years. — Defendants

In Chancery

1902. 13th February. Process issued To 2nd Feby. Rules.

1902 22nd February Rules. Process not returned executed

Bill and exhibits filed.

J. B. Prince jr. appointed Gdn. ad litem to infant defendant.

1902. 1st March Rules. Process returned executed

Decree Nisi.

1902 22nd March Rules. Bill Taken for confessed and cause set for hearing

Fells

vs. } Stat: of Conn.

Lonnwell et als.

Fells J. B.
vs } Statement of Costs
Lowell et als.

1902
Feby. 13th Summ. 25¢ & exp. 26, receipt 18, atty. 10. clerk. 18= 97
Rules 1.50, entering return 35¢, fil. bill 15= 2.00
Do. Exh. 15, Do. & Ord. 30. Do. & mem't for vacation, decree 15= 60
replication 15. copy Exhibits 1.00 = 1.15
filing depositions 15. 1 decree & copy 86 = 1.01
fil. report of Comr in chancery 25= .25
another decree 36. Tax Costs &c. 40 = 76
Special Comr's bond 1.40. fil. away papers 25¢. 1.65
return costs about 1.50 = 1.50

7/12/1902 Pd. by W.J. Sebrell L. A. Gay Clerk $9.89
pd. Jno. Stagg 0.50
pd. W.J.S. by Mr. Lowe 16.50
$26.89

Fee of Comr. J. N. Sebrell Jr. pd. J.N.S. Jr. 5.00
" " " J. N. Penn Jr. pd. J.N.P. Jr. 1.50
$33.39

Test: L. A. Gay C.C.

"Exhibit D."

"Exhibit B"

Deed of Trust.

Cornwell bros

To

R. F. Barham

Trustee for Parker Basket

Admitted to record this 29th day of

January ~~189~~ 1901.

Recorded D. B. _____ Page _____

Examined and verified.

Asst Stamped _____ Clerk.

Recorded D.D.B #5

$ Page 601

Gen Index 176-682

TAX, - - - - - $1.00

FEE, - - Paid 1.75

$2.75

PRINTED AND FOR SALE AT HERALD OFFICE, SUFFOLK, VA.

Examined

This Deed, Made this 5-th day of January in the year one thousand ~~eight hundred and ninety-~~ Nine Hundred & One, between Jno H Cornwell and wife of the County of Southampton and State of Virginia of the first part, and R. Frank Barham of said County of the second part—

WITNESSETH: That said party of the first part do grant unto the said party of the second part the following property, to wit: Two certain tracts of land lying and situated in the County of Southampton and State of Virginia. and known as the "Dennis Bryant" farm and the Tyler Bryant farm, lying on the east side of the County road leading from Boykins To Cross Keys. about two miles from Boykins. Containing by estimation One Hundred and Thirty Nine acres more or less: it being all the land owned by C. L. Barclay deceased lying on the east. and including a small triangular piece and adjoining the Twenty Three acre tract. side of the road aforesaid and is located in front of the place across the road his residence at the time of his death. The said land was purchased by Jno. H. Cornwell from James L. Belsmore a Special Commissioner. appointed by the Court to sell said land

IN TRUST, to secure to Parley Baker the payment of the sum of Five Hundred Dollars for which he holds a bond against the said Jno H Cornwell with even date of this deed

In the event that default shall be made in the payment of the above-mentioned debt, principal or any instalment of interest, when due and payable, then the Trustee, on being required so to do by Parley Baker, his executors, administrators, or assigns, shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale, the same shall be made after first advertising the time, place, and terms thereof for thirty days at three or more public places in the County

and upon the following terms, to wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustee's commission of five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said debt, and if there be any residue of said purchase money, the same shall be made payable at such time, and secured in such manner, as the said party of the first part his executors, administrators or assigns shall prescribe and direct, or in case of his failure to give such direction, at such time and in such manner as the said Trustee shall think fit. The said party of the first part covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed so long as he or his heirs or assigns shall hold the same; and further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of $_____ for the further protection of the said

or assigns; and in the event of failure to do so, then the Trustee, or the beneficiary under this deed, may effect or renew such insurance from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity by which the debt aforesaid may be recoverable.

If no default shall be made in the payment of the above-mentioned debt or insurance premiums, then, upon the request of the party of the first part, a good and sufficient deed of release shall be executed to him at his own proper costs and charges.

Witness the following signature and seal :

Jno. H. Conwell (SEAL)

Mrs. J. H. Conwell (SEAL)

(SEAL)

(SEAL)

STATE OF VIRGINIA,
COUNTY OF Southampton } To wit:

I, R. F. Barham, a Justice of the peace for the county aforesaid, in the State of Virginia, do certify that Jno. H. Conwell and Mrs. J. H. Conwell his wife whose name s are signed to the writing hereto annexed, bearing date the 5th day of Jan 1901, ~~189~~, have acknowledged the same before me in my county aforesaid.

Given under my hand this 10th day of January 1901, ~~189~~

R. F. Barham J.P.

MEMO.—To be acknowledged before a Justice, Notary Public, or Commissioner in Chancery.

Virginia — In the Clerk's office of Southampton County Court January 29th 1901 This deed was presented, and with certificate annexed to record, the bond secured hereby being stamped according to law

Teste B F McLemore C.C.

COUNTY OF _____, To wit:

In the office of the Clerk of the County Court for the County of _____ the _____ day of _____ 189__, this deed was presented, and, with the certificate annexed, admitted to record.

Teste:

_____, CLERK.

Felts
vs. Decree.
Connell et als.

Removed
Oct 1902

Oct. 7, 1902.
Enter this,
Robert Adams

Entered
Page No. 449.
W. J. Isbell, p.q.

Felts }
vs. } Decree.
Conwell et als.

This day this cause came on to be further heard upon the papers formerly read, and upon the report of W. J. Sebrill, special commissioner, filed October 2nd 1902, showing collection and disbursement of the sum of $877.79, as directed by decree herein entered, in vacation, on the 1st day of July 1902, the same being supported by proper vouchers, 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 it appearing to the Court that nothing further remains to be done in this cause, it is ordered that the same be removed from the docket.

FORM No. 309.

Fuller

vs.

Bonwell et als.

to { COMMISSIONER'S BOND.

Commonwealth.

1902. Judge Field

L. A. Gray C.C.

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 309.

Know all Men by these Presents, That we W. J. Sebrell
& J. James E. Sebrell
are held and firmly bound unto the Commonwealth of Virginia, in the sum of ($1000—)
One Thousand and —— 00/100 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 obligation, 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 the bonds of this State. Sealed with our seals, and dated this 5th day of July one thousand nine hundred & 2.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound W. J. Sebrell
shall faithfully perform the duties of his office or trust, as Special Commissioner
under decree of the Circuit Court of the County of Southampton
pronounced on the 1st day of July, 1902, in the suit therein depending under the name and style of "Fields vs. Bonwell et als" or any further decree in this cause.

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.
James E. Sebrell SEAL.
SEAL.

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

This day James E. Sebrell
surety on the above bond, made oath before me, L. A. Gay, Clerk of the Circuit Court of the County of Southampton that his estate, after the payment of all his just debts, and those for which he is bound as surety for others and expect to have to pay is worth the sum of One Thousand and 00/100 dollars.

Given under my hand, this 5th day of July, 1902

L. A. Gay Clerk.