

1908-15

Southampton County Chancery Prillair, Nannie E. vs Prillair, Thomas J.
et al et al

To sell land +
timber for best interest
of heirs. Proceeds to be
under direction of this Court

M'Leone, Mary Willie

M'Leone, James L.

Hedrick, Lucy O.

Hedrick, H. J.

Prillair, Annie M.

Prillair, Jennie Ware

Prillair, William M.

Prillair, C. Ashton

Pretlow's Hires
1. 3 Bill & Exp.

Pretlow's Infants.

1902. 2. Sept. Rules filed

L. A. Gay 4/4

McImore & Corbett
Pg.

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIRCUIT
COURT OF SOUTHAMPTON COUNTY.

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Your complainants, Nannie E. Pretlow, widow of Thomas J. Pretlow, deceased, Mary Willis McLemore and James L. McLemore, her husband, Lucy P. Hedrick and H. J. Hedrick, her husband, Annie M. Pretlow and Jennie Ware Pretlow, complaining sheweth unto the court that the said Nannie E. Pretlow, widow, is by virtue of the last will and testament of Thomas J. Pretlow, deceased, seized of a life estate in that certain farm lying in the county of Southampton, Virginia, a little North of the town of Courtland, containing nine hundred (900) acres, more or less, bounded on the West and Southwest by Nottoway river and Assamoosic Swamp, on the South by the lands of J. B. Prince, on the East by the farm recently owned by Ezra J. Gardner and the G. T. Bryant place, and on the North by the lands of Thomas Whitehead and others; as will be seen by a copy of the will of the said Thomas J. Pretlow, deceased, herewith filed as Exhibit "A", the fee simple title to said property being vested in your complainants, together with Thomas J. Pretlow, William M. Pretlow and C. Ashton Pretlow, infants; that by virtue of the said will, your oratrix, Nannie E. Pretlow is entitled to the rents and profits from said real estate during her life, which is the only source of revenue that she has with which to support herself and rear her infant children; that the said farm is at this time renting for \$500.00 gross, and when the insurance and taxes are deducted leaves about \$400; that for some years before the death of Thomas J. Pretlow his condition was such that he was unable to keep the farm in repair; that there are no less than eight tenement houses sit-

uated on the same, together with the dwelling house and sundry out-houses around same, all of which are very much in need of repairs, and in fact are getting to be untenable and are going to decay; that the tenant now in possession of the property has advised your oratrix that he cannot remain longer on the premises unless repairs to the extent of at least \$1000.00 are made on the premises, because he says he cannot get tenants to live in the houses in their present condition, and cannot work the farm without tenants on the place, all of which are facts that your orators know are true; that your oratrix, Nannie E. Pretlow, has not the means with which to improve the property and place it in that condition in which it should be placed in order to rent, and it is very evident to your orators that unless something is done to relieve the situation the property will soon be in such condition as to be neither rentable or salable.

Your complainants further represent that they have an opportunity at this time of selling the said farm at a price which will at lawful interest net your oratrix, Nannie E. Pretlow, more than she is now receiving for same, and be less trouble to her and to all the parties concerned, and this without an expenditure of additional money, which she would have to do to keep so large a farm continuously in repair.

Your orators believe that this would be to the interest of all parties concerned, and they most heartily concur in the allegations made by the said Nannie E. Pretlow, widow, as aforesaid. Your orators are advised that although the timber on this farm has been sold some years ago to the Surry Lumber Company, that they will now pay an additional sum for the timber down to ten inches on the stump, which they believe it would be to the interest of all parties to sell to the said Surry Lumber Lumber separate from the real estate.

In tender consideration whereof and for as much as your complainants are remediless in the premises save by the aid of a court of equity where matters of this kind are alone and properly cognizable, they pray that the infants, Thomas J. Pretlow, William M. Pretlow and C. Ashton Pretlow be made parties defendants to this bill; that a proper guardian ad litem be appointed for the said infants; that the said guardian ad litem may be required to answer this bill under oath; that the said tract of land and the timber thereon may be sold separately or collectively as may appear best, and the proceeds of the sale invested under direction of this court in accordance with the rights of the parties; that all proper orders and decrees may be made and accounts and inquiries directed, and all such other, further general and special relief may be granted your orators as the nature of their case may require, or that may be proper in the premises.

And notice is hereby given that the court will be asked to allow reasonable attorneys fees to the counsel conducting this cause. And your orators will ever pray, &c.

W. S. Moore & Corbett
P.P.

Mary Willing McLenore
Jas L. W. Moore
Nannie E. Pretlow - widow
of Thomas J. Pretlow deceased
Lucia P. Hedrick
H. Hedrick
Jeanie Ware Pretlow
Annie M. Pretlow

Virginia,

Southampton Co. to wit.

I, C. H. Gary, a notary public for the County aforesaid, hereby certify that Nannie E. Pretlow, widow of Thomas J. Pretlow deceased, whose name is signed to the above writing has acknowledged the same before me in my county aforesaid and made affidavit that the statements therein are true. Given under my hand this 17th day of September 1902. My commission expires November 20th 1905.

C. H. Gary N.O.

The answer of J. B. Prince Jr., guardian
ad litem to the infant defendants Thomas J. William M.
and C. Ashton Portlaw and the answer of the said infant defendants Thomas J. Wil-
liam M. & C. Ashton Portlaw
by the said J. B. Prince Jr., their guardian
ad litem, to the bill in equity exhibited against the said
Infants and others in the Circuit
Court of Southampton County by Samuel E. Portlaw et al.
guardian of the said County

For answer to the said bill the said guardian ad litem
answers and says that he does not know whether the interests
of the infant defendants would be promoted by the sale of the
property as prayed for in the said bill or not; and the said
infant defendants, by their said guardian ad litem, answers
and says that being infants of tender years they know nothing
of the matters mentioned in the bill, and commit the protec-
tion of their interests to the court. And now having answered
they pray, &c.

J. B. Prince Jr.
Guardian ad litem to Thomas J. William M. and
C. Ashton Portlaw and the said Thomas J.
William M. and C. Ashton Portlaw
as infant defendants by the said J. B. Prince Jr.
their guardian ad litem.

Southampton County to-wit:

This day personally appeared before me, the undersigned,
a Commissioner of the Circuit for the County

aforesaid, J. B. Pearce Jr., guardian ad
litem of Thos J. William M. & C. Ashtan
Portlow Infants and made oath that
he believed the several statements made in the foregoing an-
swer to be true.

Given under my hand this 7 day of Oct, 1902.

B. F. McLessey
Clerk in Ch.

Court of Southampton County

For answer to the said bill the said guardian ad litem
of the infant defendants would be promoted by the sale of the
property as prayed for in the said bill or not; and the said
infant defendants, by their said guardian ad litem, answer
and say that being infants of tender years he knows nothing
of the matters mentioned in the bill, and consents the protec-
tion of their interests to the court. And he having answered
their pray, etc.

And the said
infant defendant, by the said
their guardian ad litem.

This day personally appeared before me, the undersigned,
for the

Given under my hand this _____ day of _____ 1905.
Answer to be filed.

That he believes the several statements made in the foregoing

and made orally

Examination of record of

for the said

This day personally appeared before me, the undersigned,

so says:

Witness, etc.

And now having fully answered, he declines hence to be questioned the proceeds of sale in other property.

his advantage to sell the land as therein provided for and in-
the statements in said bill are true and that it will be so
to state in the matters referred to in the bill: he possesses
sufficiently under said bill and he believes he knows what are the in-
answers and says that

Not answer to the said bill the said

the said Plaintiff and others.

and others in the Circuit Court of Southampton County, Va. Now-
of fourteen years, to a bill in equity exhibited against

infant defendant over the said

The answer of

Prattawis heirs
v. Answer of
Infant
Prattawis

The answer of

Thomas J. Pretlow

an infant defendant over the age of fourteen years, to a bill in equity exhibited against him and others in the Circuit Court of Southampton County by Nannie E. Pretlow, and others.

For answer to the said bill the said

Thomas

J. Pretlow

answers and says that

although under full age he believes he knows what are his interests in the matters referred to in the bill; he believes the statements in said bill are true and that it will be to his advantage to sell the land as therein prayed for and invest the proceeds of sale in other property.

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

Sign

Thomas J. Pretlow

State of Va

City of Richmond

to-wit:

This day personally appeared before me, the undersigned,

a Notary Public

for the said City

and State

guardian ad litem of

Thomas J. Pretlow

and made oath

that he believes the several statements made in the foregoing answer to be true.

Given under my hand this

7th

day of October

1902.

John R. Hookaday

Notary Public

my Com expires Dec 30th 1902

McLemore et al.

vs. }

SUBPENA
IN CHANCERY.

Pratt et al.

McLemore et al. p. q.

To 2nd September Rules.

Leitch Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Southampton Greeting:

WE COMMAND YOU, That you summon *Nannie E. Prattow, widow -*

Thos. J. Prattow, William M. Prattow and Ashton Prattow,
the last three infants,

to appear at the Clerk's Office of the *General* Court of the County of
Saukhampton at the rules to be held for the said court on the *3rd*, Monday in
September 190*2*, to answer a bill in chancery exhibited against *them*
in our said court by *Nannie E. Prattow widow of*
Mary M. McLemore & Jas. L. McLemore her husband,
Leroy G. Hadrick and N. J. Hadrick her husband, Annie-
M. Prattow & Jennie Clara Prattow.

• And have then there this writ. Witness *L. N. Gay*, Clerk
of our said court, at the courthouse, the *9th* day of *September* 190*2*, and
in the *127th* year of the Commonwealth.

Teste: L. N. Gay

Nannie E. Pretlow, widow, Mary Willis McLeomore and James L. McLeomore, her husband, Lucy G. Hedrick and H. G. Hedrick, her husband, Annie M. Pretlow and Jennie Ware Pretlow,

vs.

Thomas J. Pretlow, William M. Pretlow and C. Ashton Pretlow, Infants.

This day this cause which has regularly matured at rules came on to be heard upon the bill and exhibits filed, and *J. B. Price Jr.* is assigned guardian ad litem to the infant defendants, Thomas J. Pretlow, William M. Pretlow and C. Ashton Pretlow, to defend their interests in this suit, and thereupon the said guardian ad litem filed the answer of the said infant defendants, and his own answer to the bill of the plaintiffs duly sworn to, the said infants, Thomas J., William M. and C. Ashton Pretlow, being over fourteen years of age filed their own answers duly sworn to to the said bill, to which several answers the plaintiffs by counsel replied generally, and was argued by counsel.

On consideration whereof, the court doth adjudge, order and decree that the papers in this cause be referred to one of the commissioners of this court who is directed to inquire and report to court, (1st) whether the interests of the infant defendants will be promoted by a sale of the property in the bill mentioned to James T. Knight in accordance with his proposition filed in the papers of the cause, ^{marked exhibit "K"} and the proceeds of the sale invested in other property; (2nd) whether the rights of any person will be violated by such sale; (3rd) whether there are any delinquent taxes on the land; and (4th) the annual and fee simple value of the said real estate. All of which inquiries the said commissioner shall make and report to court, together with any matter specially stated deemed pertinent by himself or required to be so stated by any party

in interest. And by consent of parties plaintiffs and defendant given upon Court it is ordered that this cause may be submitted to the Judge of this Court for such decision and decree therein in vacation as might be made in term.

Nannie E. Pretlow et al.

COMMISSIONER'S BOND

J. L. McLeamore

Postmaster's Name vs. Postmaster's Name

to

Commonwealth.

Know All Men by These Presents, That we, James L. McLane

and
are held and firmly bound unto the Commonwealth of Virginia in the sum of (10000)

Ten Thousand and no 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 bonds of this State.

Sealed with our seals, and dated this _____ day of _____ one thousand
~~eight hundred and ninety~~ 902

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound _____

James L. McLane

shall faithfully perform the duties of his office or trust, as Special
Commissioner

under a decree of the Superior Court of the County of Southampton

pronounced on the 25th day of June 1902, 189____, in the suit therein depending

under the name and style of Puttows Hairs vs. Puttows Hairs or
any future decree that may be entered herein

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

Signed, sealed and acknowledged in the
presence of



In the Clerk's Office of the _____ Court of the County of Southampton.

This day _____

suret _____ on the above bond, made oath before me, _____ Clerk
of the _____ Court of the county of Southampton, and State of Virginia, that
estate _____, after the payment of all _____ just debts and those for which _____ bound
as securit _____ for others and expect to have to pay, _____ worth the sum of _____
dollars.

Given under my hand this _____ day of _____, 189____

Teste: _____, Clerk.

The answer of William M. & C. Ashton Pretlow infants defendants over the age of fourteen years, to a bill in equity exhibited against them and others in the Circuit Court of Southampton County by Nannie M. Pretlow and others.

For answer to the said bill the said William M. & C. Ashton Pretlow answers and says that although under full age they believed they know what are their interests in the matters referred to in the bill; they believed the statements in said bill are true and that it will be to their advantage to sell the land as therein prayed for and invest the proceeds of sale in other property.

And now having fully answered, they pray hence to be dismissed, &c.

William M. Pretlow
C. Ashton Pretlow

Southampton County, to-wit:

This day personally appeared before me, the undersigned, a Notary Public for the said County of Southampton, William M. Pretlow & C. Ashton Pretlow, guardian and item of, and made oath that they believed the several statements made in the foregoing answer to be true.

Given under my hand this 6th day of October 1902.

J. C. Cook
Notary Public

Pretlow's Wives
vs } Stat. of Rules
Pretlow's Infants

Hannie E. Pretlow widow, & Mary-
U. McLenore & Jas. L. McLenore
her husbands, Lucy G. Hedrick
and N. T. Hedrick her husbands
Bennie M. Pretlow, & Jennie Ware-
Pretlow.

In Chancery

vs.

Thos. J. Pretlow, William M. Pretlow
and Ashton Pretlow, the last the
infants.

1902. 9th September, process issued to 2nd Sept. Rules

1902. 2nd September Rules ~~process not issued~~

Bill and exhibits filed

J. D. Priner Jr. appointed Gdn.
ad litem to infant defendants

Declar. nisi

1902. 3rd. Sept. Rules. Bill taken for confessed

~~and admitted defendants~~

and cause set for hearing

Commissioner's Office,

February 7th 1903

To Nannie E. Prettow - Widow - & Mary W. McLemore and Jas. L.
McLemore, her husband - Lucy G. Hedrick & H. I. Hedrick her husband -
Aunie M. Prettow and Jennie Warr Prettow.

vs. Thos. J. Prettow: William M. Prettow and
Ashton Prettow and J. B. Prince Jr. ^{ad litem} Guardians for the infants
Thos. J., Willie M. and Ashton Prettow.

You are hereby notified that I have fixed upon the 2nd day of March 1903 next,

if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the ~~following~~ ^{account} accounts: viz:

1st Whether the interest of the infants defendants will be
promoted by a sale of the land in the bill mentioned to J. B. Knight
for \$8000 - 2nd Whether the interest of any party will be violated by
such sale. 3rd Whether there are any delinquent taxes on
the land. 4th The fee simple and Annual of said land
with any other matters specially stated, deemed pertinent
to the

required to be taken by a decree of the Circuit Court of the County of Southampton

rendered on the 7th day of October 1902 in a suit in chancery depending in said

Court between Nannie E. Prettow et al.

vs. Thos. J., Wm M. & Ashton Prettow.

at which time and place you are required to attend.

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

B. J. McLemore

Commissioner in Chancery

We acknowledge legal sufficient service
of this notice, Feb. 2nd 1903.

Nannie E. Pettow

Mary W. McLeone

John E. McLeone

Lucy E. Hedrick

H. J. Hedrick

Alma M. Pettow

James Leve Pettow

by Jas. McLeone
their attorney.

J. B. Prince Jr. Edw. ad. Litem.

Virginia. In the Circuit Court of Southampton
County, October term 1902.

Annie E. Prillow, Widow, Mary Willis McHenry
and James L. McHenry, her husband, Lucy G. Hedrick
H. G. Hedrick, her husband. Annie M. Prillow, and
Jennie Ware Prillow.

vs.

Thomas J. Prillow. William M. Prillow and
L. Ashton Prillow, Infants.

This day this cause which has regularly
matured at rules came on to be heard upon the
bill and exhibits filed, and J. B. Primer Jr. is
assigned guardian ad litem to the infant defendants,
Thomas J. Prillow, William M. Prillow and L. Ashton
Prillow, to defend their interests in this suit, and
thereupon the said guardian ad litem filed the answer
of the said infant defendants, and his own answer
to the bill of the plaintiffs duly sworn to. The said
infants, Thomas J., William M. and L. Ashton
Prillow, being over fourteen years of age filed
their own answers duly sworn to to the said bill,
to which several answers the plaintiffs Counsel
replied generally, and was argued by Counsel.

On consideration whereof, the Court doth
adjudge, order and decree that the papers in
this cause be referred to one of the Commissioners
of this Court who is directed to inquire and
report to Court, (1st) Whether the interests of the
infant defendants will be promoted by a sale
of the property in the bill mentioned to James
J. Knight in accordance with his proposition
filed in the papers of the cause, marked exhibit K.

and the proceeds of the sale invested in other property;
(2nd) Whether the rights of any person will be violated
by such sale; (3rd) Whether there are any delinquent
taxes on the land; and (4th) the annual and fair market
value of the said real estate. All of which inquiries
the said Commissioner shall make and report to
Court, together with any matter specially stated
deemed pertinent by himself or required to be
so stated by any party in interest, and by consent
of parties plaintiffs and defendants given in
open Court, it is ordered that this cause may be
submitted to the Judge of this Court for such
decision and decrees therein in vacation as might be
made in term.

A copy,

I test: L. A. Gay Jr.

Minnie E. Portlow et al
vs. Copy of Deed
Portlow et al

An account of the real Estate of
which Dr Tho: J. Pethow died
seized and possessed. and its fee simple
and Annual Value: viz:
900 Acres. Fee Simple Value - \$7,500.00
Annual " \$400.00

Respectfully Submitted.

B. F. McLennan

Comr in Charge

C. W. K. K. K. K. K.

Commissioner's Office,
Courtland, Ga

March 2nd 1903.

To Hon: Robt. R. Prentiss, Judge of
the Circuit Court of Southampton
County:--

Pursuant to a decree of said Court
entered on the 7th of October 1902, in the
Chancery Cause of Narciso E. Fullow, et al:
vs Thos. J. Wm M., and C. Ashton Fullow;
the undersigned Commissioner reports
to Court: as follows:

- 1st- Dr Thos J. Fullow, at the time of his death,
was seized of a tract of land, situated near
Courtland. Containing 900 acres, more
or less. the fee simple value of which,
your Commissioner places at \$7500.00 and
the Annual value at \$400.00
- 2nd- The Commissioner is of opinion that it is
to the interest of the Infant Defendants to sell
the land in the bill mentioned to Jas. P.
Haight at \$8000.00, the price offered, provided
the said proceeds are judiciously invested.
- 3rd- The rights of no person will, to the Com-
missioner's knowledge or in his opinion, be
violated by said sale.
- 4th- The Commissioner does not find
any delinquent taxes against said land.

V N KIRKSON

The depositions of Thomas H. Birdsong and N. Whitfield taken before me, B. F. McLemore, Commissioner in Chancery of the Circuit Court of Southampton County, to be filed with my report in the chancery cause of Pretlow et als. v. Pretlow's Heirs, taken in my office at Courtland, Va., this 2nd. day of March, 1903, in the presence of J. B. Prince, Jr., guardian ad litem.

The witness, Thomas H. Birdsong, being first duly sworn deposes and says:

Question: What is your name, age, residence, occupation, and do you know the parties to this suit?

Answer: My name is Thomas H. Birdsong, 35 years of age, reside at Courtland, am a merchant and know the parties to this suit.

Q. Are you familiar with the land described in the bill known as the Dr. Thomas J. Pretlow home place

A. I am.

Q. What would you consider its fair cash value, sold under favorable conditions and circumstances?

A. I think \$8000.00 would be a good price for the property, leaving out of consideration, of course, the improvements which have been placed on it by Mr. James T. Knight.

Q. Do you think it would be to the interest of the infant children of Dr. Pretlow, the parties to this suit, to accept the offer made by James T. Knight of \$8000.00 for the property, and if so, what are your reasons for so thinking?

A. A. I do, because the farm is a large one, and can only be worked by means of the tenant system, and under the will of Dr. Pretlow it would be under the control of his widow, Mrs. Pretlow, for her life, or until she marries, and without considerable money spent in repairs and improvements upon the property, it would necessarily depreciate in value each year, as the buildings, when Mr. Knight bought it in January 1st., 1903, were in a very decayed condition. Besides, I believe that the money invested will bring more net revenue to the parties in interest than the farm would bring when the expense of maintaining same is considered.

And further this deponent saith not.

T H Birdsong

The witness, E. Whitfield, being first duly sworn, deposes and says:

Question: What is your name, age residence, occupation, and do you know the parties to this suit?

Answer: My name is E. Whitfield, 35 years of age, reside at Courtland, am a merchant and know the parties to this suit.

Q: Are you familiar with the land described in the bill known as the Dr. Thomas J. Pretlow home place

A: I am.

Q: What would you consider its fair cash value, sold under favorable conditions and circumstances?

A: I think \$8000.00 would be a good price for the property, leaving out of consideration, of course, the improvements which have been placed on it by Mr. Knight.

Q: Do you think it would be to the interest of the infant children of Dr. Pretlow, the parties to this suit, to accept the offer made by James T. Knight of \$8000.00 for the property, and if so, what are your reasons for so thinking?

A: I do, because the farm is a large one, and can only be worked by means of the tenant system, and under the will of Dr. Pretlow it would be under the control of his widow, Mrs. Pretlow, for her life, or until she marries, and without considerable money spent in repairs and improvements upon the property, it would necessarily depreciate in value each year, as the buildings, when Mr. Knight bought it on January 1st., 1903, were in a very decayed condition. Besides, I believe that the money invested will bring more net revenue to the parties in interest than the farm would bring when the expense of maintaining same is considered.

And further this deponent saith not.

E. Whitfield

The annexed depositions of Thomas H. Birdsong and E. Whitfield were taken, subscribed and sworn to before me the day and year first aforesaid.

B. F. McLesore
Clerk in Charge

In the name of God, Amen, I, Thomas J. Prattle
of the County of Southampton, State of Virginia
being of sound mind, but feeling the uncertain-
ties of this life do make and ordain this my
Last Will and Testament, To wit:

I will and direct that after all of my just debts
be paid, I leave the balance of my entire estate
both personal and real to my beloved wife,
so long as she shall remain as my widow,
But in the event of her marriage again I
give to her one eighth of my entire property,
and direct that the balance be equally
divided among my living children or should
she remain my widow till her death, then I
direct that it be equally divided between
my then living children.

2nd I appoint my beloved wife my sole executrix
with the desire that she be allowed to qualify
as such, without security.

Witness my hand and seal this 6th day of
December 1894, in the presence of the subjoined
Witnesses.

A. M. Adkins

T. J. Prattle (Seal)

Irma P. Mann

Southampton County Court September Term
1898. A writing purporting to be the Last
Will and Testament of Dr. T. J. Prattle deceased
was produced in Court and proved by the
oath of A. M. Adkins one of the subscribing

Witnesses Thereto and Irene P. Mann the other
describing witness Thereto not being a
citizen of the United, now residing therein.
The said A. M. Atkins having been duly
sworn, deposes and says that Irene P. Mann
and himself signed the said writing at
the same time and place in the presence of each
other and at the request, and in the presence
of the Testator. Whereupon the said writing
is ordered to be recorded as the last will
and testament of the said Thomas J. Prutow
deceased

Teste:

D. F. McLemore Esq.

A Copy.

Teste:

L. A. Hay D.C.

JAMES L. McLEMORE.

JAMES H. CORBITT.

McLEMORE & CORBITT,

ATTORNEYS AT LAW,

SUFFOLK, VA.

February 1st., 1886,

Mr. B. F. McLeMore,
Courtland, Virginia.

Dear Sir:

I am enclosing you decree in the case of Prallow's Heirs v. Pestley's Heirs, and would thank you to have recorded and filed the original decree in the papers of the cause.

I also enclose petition of Mrs. Prallow to be filed in the papers.

Yours very truly,

Dis. J. M. JAB
Encl. 2.

James L. McLeMore

Return the enclosures
Copy of the original decree signed by you —

Petition of Nannie Christians

1905. Febr'y 7th filed

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

TO THE HONORABLE ROBERT H. BRENTON, JUDGE OF THE CIR-

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIR-
CUIT COURT OF SOUTHAMPTON COUNTY.

=====

Pretlow's Heirs	*
V.	*
Pretlow's Heirs	*

=====

Your petitioner, Nannie E. Pretlow, one of the parties to the above named chancery suit, and widow of Thomas J. Pretlow, deceased, respectfully petitions your honorable court to allow her to accept the commuted value of her interest in the estate of her husband now held by James L. McLeMore, Special Commissioner; that she is now 57 years of age, and she prays that she may be allowed to take her commuted value paid to her as above set forth; that such orders and decrees may be entered as the nature of the case may require or to equity shall seem meet. And your petitioner will ever pray, etc.

January 2nd., 1905.

Wm. H. S. P. sign Nannie E. Pretlow

October 1st., 1902.

To James L. McLenore,

Attorney for Dr. Thomas J. Pretlow's heirs,

Dear Sir:-

I beg to confirm my verbal agreement had with you on September 15th, County Court day, by saying that I will purchase the Thomas J. Pretlow home place containing between 900 and 1000 acres, so soon as you can have a deed executed to me for the same conveying the interests of the infants and adults as well. Interest on the purchase price of \$8000.00 to begin from January 1st., 1903.

Yours truly,

Geo. J. King Jr.

Received January 28th., 1905, of James L. McLenore,
Special Commissioner in the chancery cause of Pretlow's Heirs
v. Pretlow's Heirs, the sum of \$911.⁹⁰ each, same being
one seventh of the balance in the hands of the said Special
Commissioner from sale of the real estate of Thomas J. Pret-
low, deceased, after paying to the widow, Mrs. Nannie E. Pret-
low, her life estate commuted as of its present value, same
being in full of my interest in said estate.

Maria P. Hedrick
Mary Billie McLenore.

Lucy G. H.
Mary H. M.

Annie M. P.

Received January 28th., 1905, of James L. McDemere,
Special Commissioner in the chancery cause of Pretlow's Heirs
v. Pretlow's Heirs, the sum of \$ 911.90, same being
one seventh of the balance in the hands of the said Special
Commissioner from sale of the real estate of Thomas J. Pret-
low, deceased, after paying the widow, Mrs. Nannie E. Pret-
low, her life estate commuted as of its present value, same
being in full of my interest in said estate.

Annie M. Pretlow

Received January 28th., 1905, of James L. McLemore,
Special Commissioner in the chancery cause of Pretlow's Heirs
v. Pretlow's Heirs, the sum of \$11.90, same being
one seventh of the balance in the hands of the said Special
Commissioner from sale of the real estate of Thomas J. Pret-
low, deceased, after paying to the widow, Mrs. Nannie E. Pret-
low, her life estate commuted as of its present value, same
being in full of my interest in said estate.

Jeannie Eware Pretlow

Jeannie W.P.

Thos J.P.

Received January 28th., 1905, of James L. McLenore,
Special Commissioner in the chancery cause of Pretlow's Heirs
v. Pretlow's Heirs, the sum of \$ 911.90, same being
one seventh of the balance in the hands of the said Special
Commissioner from sale of the real estate of Thomas J. Pret-
low, deceased, after paying the widow, Mrs. Nannie E. Pret-
low, her life estate commuted as of its present value, same
being in full of my interest in said estate.

Thos J. Pretlow

Received January 28th., 1907, of James L. McLemore,
Special Commissioner in the chancery cause of Pretlow's Heirs
v. Pretlow's Heirs, the sum of \$911.90, same being
one seventh of the balance in the hands of the said Special
Commissioner from sale of the real estate of Thomas J. Pret-
low, deceased, after paying to the widow, Mrs. Nannie E. Pret-
low, her life estate commuted as of its present value, same
being in full of my interest in said estate.

W. M. Pretlow

2/27/06

February
Received ~~January~~ 28th., 1906, of James L. McLenore,
Special Commissioner in the chancery cause of Pretlow's Heirs
v. Pretlow's Heirs, the sum of \$911.90, same being
one seventh of the balance in the hands of the said Special
Commissioner from sale of the real estate of Thomas J. Pret-
low, deceased, after paying the widow, Mrs. Nannie E. Pret-
low, her life estate commuted as of its present value, same
being in full of my interest in said estate.

L. A. Pretlow

Received January 28th., 1905, of James T. McEmore, Special Commissioner in the chancery cause of Pretlow's Heirs v. Pretlow's Heirs, the sum of \$1401.20, same being my commuted value in the estate of my late husband, Thomas J. Pretlow, deceased, arising from the sale of his real estate in the above named suit.

Harrie E. Pretlow

Wm. L. P.

Pretlow's Heirs
v. Trust Reports
v. Special Com.
Pretlow's Heirs

1908 March 27th filed

counted in this statement for any interest on the estate fund
The Commission reports especially that he has not ac-

counted in this statement for any interest on the proceeds

that he received of the said
the amount from the Pretlow's
heirs' interests were attached from the
estate upon the basis of the principal of
the said estate; and it is so stated in the

that the amount of the said
was unable to close this account with

that the amount of the said
of the said

that the amount of the said
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that the amount of the said
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that the amount of the said
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that the amount of the said
of the said

Special Commission

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY.

Pretlow's Heirs,

v.

Pretlow's heirs.

The undersigned Commissioner appointed by previous decree in this Court and in obedience thereto and to the further decree entered in this cause on January 30th, 1905, begs to submit the following report of his transactions as such Special Commissioner:

S T A T E M E N T:

1904

April 11	By amount received from sale of real-estate of Dr. Thomas J. Pretlow, deceased-----	\$8000.00
	To commissions on \$8000.00 ----	\$169.00
	To writing two deeds to purchasers J. D. Nicholson and B. B. Joyner-	10.00
	To paid for posters and posting--	1.50
	To paid costs of the suit-----	\$5.00
	Balance in hand -----	7784.50
		\$8000.00 \$8000.00

1905

January 28-	By amount cash in hand to be distributed-----	\$7784.50
	To Mrs. Nannie E. Pretlow, her commuted value therein, she being 57 years of age-----	\$1401.20
	To Mary Willis McLemore 1/7---	911.90
	To Lucy G. Hedrick 1/7-----	911.90
	To Annie M. Pretlow 1/7-----	911.90
	To Jennie Ware Pretlow 1/7----	911.90
	To Thomas J. Pretlow 1/7-----	911.90
	To William M. Pretlow 1/7----	911.90
	To C. Ashton Pretlow 1/7-----	911.90
		\$7784.50 \$7784.50

The Commissioner reports specially that he has not accounted in this statement for any interest on the said fund for the reason that he was directed to invest the proceeds from the sale of the property and pay over the entire income to Mrs. Nannie E. Pretlow, widow; and that he has done this and had settled with the heirs upon the basis of the principal of the deed, and the sundry vouchers hereto attached from the parties, including the voucher from Mrs. Nannie E. Pretlow, will show the above to be a complete statement of the said fund.

Your Commissioner was unable to close this account earlier for the reason that the youngest child, C. Ashton Pretlow, only reached his majority on the 27th day of February, 1908;

Your Commissioner would further state that Mrs. Nannie E. Pretlow by previous petition in the cause has requested that her interest be commuted and that he has done so in accordance with said decree and order.

All of which is respectfully submitted.

March 27th. 1908.

James S. McMane

Special Commissioner

Special Commissioner

Respectfully submitted.

First upon same.

portion of the town of Suffolk, taking a preferred deed of
to Frank Tarkin on certain real estate lying in the eastern
The \$1,500.00 loan commissioner was invested by loaning
considered as well secured.

amount of the said deed of June 22nd, 1902. This loan he
for \$2,000.00 payable to him as Special Commissioner in full
now holds a bond secured as a first lien upon the said loan
said Knight has paid \$1,500.00 in cash and loan commissioner
B. P. Palmer, for the consideration of \$2,000.00 and the

loan, except so much thereof as was previously conveyed to
advised to James T. Knight all of the said Thomas G. Preston
first in his insurance of said last mentioned deed con-
cedes and held herein on March 20th, 1904, page 10 report
the Thomas G. Preston bond issue, and as also directed by
said Special Commissioner for the State of Iowa known as
of the said Thomas G. Preston 22nd, 1902 to execute to James T. Knight
Special Commissioner, appointed by previous deed entered

1904 Oct 17th
E. J. Palmer
Special Commissioner

Special Commissioner

Ad.

Preston's heirs

Special Commissioner

COURT OF SOUTHWESTERN COUNTY.

TO THE HONORABLE ROBERT B. FLEMING, JUDGE OF THE CIR-

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIR-
CUIT COURT OF SOUTHAMPTON COUNTY.

=====

Pretlow's heirs

vs.

Pretlow's heirs.

=====

Your commissioner, appointed by previous decree enter-
ed herein June 25th, 1903 to execute to James T. Knight
deed with special warranty for the tract of land known as
the Thomas J. Pretlow home place, and as also directed by
decree entered herein on March 30th, 1904, begs to report
that he has in pursuance of said last mentioned decree con-
veyed to James T. Knight all of the said Thomas J. Pretlow
farm, except so much thereof as was previously conveyed to
B. B. Joyner, for the consideration of \$5,000.00, and the
said Knight has paid \$1,200.00 in cash and your commissioner
now holds a bond secured as a first lien upon the said farm
for \$3,800.00, payable to him as Special Commissioner in pur-
suance of the said decree of June 25th, 1903. This loan he
considers as well secured.

The \$1,200.00 your commissioner has invested by loaning
to Frank Larkin on certain real estate lying in the eastern
portion of the town of Suffolk, taking a preferred deed of
trust upon same.

Respectfully submitted.

Octo 5th 1904 Jas L. W. Moore

Special Commissioner

CIRCUIT COURT OF SOUTHAMPTON COUNTY

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIR-

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIRCUIT COURT
OF SOUTHAMPTON COUNTY:

=====

Pretlow's Heirs	*
	*
	*
v.	*
	*
Pretlow's Heirs	*
	*

=====

The undersigned special commissioner, appointed by decree in this case entered on June 25th., 1903, begs to report that at the request of Mr. J. T. Knight he has, in conjunction with the said Knight and his wife, executed to B. B. Joyner a deed with special warranty for three hundred and fifty (350) acres of land, by estimation, (same being sold in gross) in the proceedings mentioned, which was purchased by the said James T. Knight, and lying east of the county road which divides the said farm leading from Courtland to Barn Tavern, known as the "McNeal" place, and being all of the land on the east of the said dividing lane which lies south of the Tuscorora bridge, and south of the continuency of said lane in a straight line westward through the wood-land to the Nottoway river, the boundaries of which are set forth specifically in the said deed, the consideration therefor being three thousand (\$3000.00) dollars, which is paid to your commissioner in cash.

Your commissioner would also report that he has executed to the said James T. Knight a deed with special warranty for the remainder of the said farm, and has taken from him a deed of trust for five thousand (\$5000.00) dollars, payable as directed in the decree of June 25th., 1903, which he considers perfectly secure and ample to protect the amount loaned. He will report specially in this connection that since the property was agreed to be sold to the said James T. Knight he has made extensive improvements upon the portion of the property

Pretlow's Heirs

v.

--REPORT--

Pretlow's Heirs

1904 March 30th.
Filed R.R.P.

retained by him, and for which a deed has been executed, and that he has constructed buildings, out houses, barnes, and made other general improvements, making the property very much more valuable than when same was sold to him.

Respectfully submitted,

March 30th., 1904.

James S. McMore,
Spil, Quinn.

Court of Montgomery County,
in the City of the District
of Columbia.

James P. Pretlow, Plaintiff,

vs. The several parties, Defendants, returning said with his

Twenty-one years, and the said Special Commissioner will take

Commissioner will take to them as they arrive at the one of

one of the parties, Plaintiff, in said, he held by the said Special

Commissioner will take to them as they arrive at the one of

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Commissioner will take to them as they arrive at the one of

Pretlow's Heirs

v. ---DECREE---

Pretlow's Heirs

Enter 3rd day of January
1905.

Robert R. Dennis

Entered
L. O. B. p. 138

MONTGOMERY COUNTY.

ALLEGEDLY, IN VIOLATION, IN THE CIRCUIT COURT OF SOUTH-

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF SOUTH-AMPTON COUNTY. *January 30th 1905.*

Pretlow's Heirs

v.

Pretlow's Heirs

This day this cause, which has, by previous decree entered herein, been regularly submitted to the judge of this court for such decisions and decrees therein in vacation as might be made in term, came on again to be heard upon the papers formerly read and upon the petition of Nannie E. Pretlow, widow, asking that the value of her real estate in the funds in the hands of James L. McLeMore, Special Commissioner, might be commuted as of its present value, and paid to her, she being at this time 57 years of age, and was argued by counsel.

On consideration whereof ^{by consent} the court doth adjudge, order and decree that James L. McLeMore, Special Commissioner, pay over to the said Nannie E. Pretlow the sum of \$ 5000 same being ^{the} her commuted value ^{of her life interest in five-eighths of} the funds in said Special Commissioner's hands, and that he pay to the adult children of the said Thomas J. Pretlow, deceased, and Nannie E. Pretlow, namely, to Mary Willis McLeMore one ^{fifth} ~~seventh~~, Lucy G. Hedrick one ^{fifth} ~~seventh~~, Annie M. Pretlow one ^{fifth} ~~seventh~~, Jennie Ware Pretlow one ^{fifth} ~~seventh~~, Thomas J. Pretlow one ^{fifth} ~~seventh~~, and ^{the remainder of such five-eighths, after paying such commuted value} the remaining two shares belonging to William M. Pretlow and C. Ashton Pretlow, infants, be held by the said Special Commissioner and paid to them ^{subject to such life interest of Nannie E. Pretlow} as they arrive at the age of twenty-one years, and the said Special Commissioner will take receipts from the several parties, returning same with his report to court.

To the Clerk of the Circuit Court of Southampton County.

Robert H. Hunt

limited, and this course was continued.

Pettow's Memo
r. 3 Decree
Pettow's Memo

On consideration of whereof the court, both by its order
been taken and authorized by counsel.
of first on last, to which report no exceptions have
\$2,000.00 and the payment of the said sum in prior good
manner of the petition for and in consideration of
the court, having accepted good to James T. Knappe for re-
morse, several commissioners, and this day by leave of
the bench, the said report and the report of James T. Mc-
Cormick, came on again to be heard upon

1904 Oct 17
Entered
D. C. C. 1/20

Pettow's Memo
r. 3
Pettow's Memo

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Pretlow's heirs *

vs. *

 *

Pretlow's heirs. *

=====

This day this cause came on again to be heard upon the papers formerly read, and upon report of James L. Mc-
 Lemoire, Special Commissioner, filed this day by leave of
 the Court, ^{reporting} having executed deed to James T. Knight for re-
 mainder of the Pretlow farm, for and in consideration of
 \$5,000.00 and the investment of the said sum in prior deed
 of trust on real estate, ^{to which report no exceptions have}
 been taken and was argued by counsel.

On consideration whereof the court doth adjudge, order
 and decree that said report be and the same is hereby con-
 firmed, and this cause was continued.

on real estate in James and Knight

Pretlow's Heirs

v.

--DECREE--

Pretlow's Heirs

Enter 30th day of March,
1904.

Robert R. Paulis

Entered
C.O.B. p. 77.

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF SOUTHAMPTON
COUNTY, MARCH 30th., 1904.

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Pretlow's Heirs	*
	*
	*
v.	*
	*
Pretlow's Heirs	*
	*

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This day this cause, which has by previous decree entered herein, been regularly submitted to the judge of this court for such decisions and decrees therein in vacation, as might be made in term, came on to be heard in vacation upon the papers formerly read, and upon the report of special commissioner James L. McLemore filed this day, reporting the execution of a deed for a portion of the real estate bought by James T. Knight, by and with the consent of the said James T. Knight, to one, B. B. Joyner, for three thousand (\$3000.00) dollars, and the execution to James T. Knight of a deed for the remainder of the said real estate, taking from him a deed of trust for five thousand (\$5000.00) dollars thereon, payable as set forth in a prior decree entered herein June 25th., 1903, to which report no exceptions have been taken, and was argued by counsel.

On consideration whereof the court doth confirm the said report, and doth approve of the said sale to B. B. Joyner for the land in the said report mentioned, in consideration of the sum of three thousand (\$3000.00) dollars, and doth also approve and confirm the deed made to the said James T. Knight for the remainder of the said tract of land and the execution by the said James T. Knight and wife of a deed of trust thereon, for five thousand (\$5000.00) dollars, and the said special commissioner is directed to invest the three thousand (\$3000.00) dollars in his hands in good and well secured first liens on real estate, and report to court.

To the clerk of the Circuit
Court of Southampton County.

Robert R. Smith

Court of Montgomery County.
To the Clerk of the Circuit.

Of file or any future decree that may be entered herein.

Robert H. Smith

DECREES

Pretlow's Heirs

Pretlow's Heirs

Enter 25 day of June

1883.

Robert H. Smith

Entered page

the said parties from whom the bonds are taken, payable as
court: the court doth further adjudge, order and decree that
injunction, to be held subject to the future order of the
court, except to the said James P. McNamee, Special Com-
missioner, in the first instance, securities on bond

VIRGINIA, IN SESSION, IN THE CHANCERY COURT OF SOUTHAMPTON
COUNTY, JUNE 25th. 1903.

Fretlow's Heirs

v.

Fretlow's Heirs

This day this cause, which by previous decree entered herein, has been regularly submitted to the judge of this court, for such decisions and decrees therein in vacation as might be made in term, came on again to be heard upon the papers formerly read, and upon the report of commissioner, B. F. McLenore, filed March 3rd., 1903, to which report no exceptions have been taken, and was argued by counsel.

On consideration whereof, and it appearing to the court from the said report, that it will be to the interest of ^{the} ~~infant defendants~~ ^{defendants} that the offer made by James T. Knight of \$8000.00 for the tract of land in the bill and proceedings mentioned, be accepted, the court doth approve the said offer, and doth adjudge, order and decree that James L. McLenore, who is hereby appointed a special commissioner for the purpose, do execute to the said James T. Knight, upon receipt of the purchase money, a deed with special warranty for the tract of land aforesaid, and report to court. And the said Special Commissioner is authorized to invest \$7000.00 of the said purchase money in the farm herein sold, securing said indebtedness by ^{a deed of trust} ~~purchase mortgage~~ ^{deed} upon the ^{constituting the first deed} ~~property~~, payable on demand unto "James L. McLenore, Special Commissioner in the chancery cause of Fretlow's Heirs v. Fretlow's Heirs." And the court doth adjudge, order and decree that the remainder of the purchase money in the hands of the said special commissioner

Sherran

be safely invested in the first ^{lien} mortgage securities on real estate, payable to the said James L. Holmore, Special Commissioner, to be held subject to the future order of this court. The court doth further adjudge, order and decree that the said parties from whom the bonds are taken, payable as above set forth, be authorized and directed to pay the interest on said bonds to Mrs. Hattie E. Fretlow, taking her receipts therefor, which receipts from the said Hattie E. Fretlow shall discharge the said debtors from any liability, for so much interest on the indebtedness aforesaid, as they may pay to her.

But before the said commissioner shall proceed to act hereunder, he shall enter into bond before the clerk of this court in the penalty of \$10,000., with security to be approved by said clerk, conditioned for the faithful performance of this or any future decree that may be entered herein.

Robert R. Mentis

To the Clerk of the Circuit
Court of Southampton County.

-1708-

✓
Pretlow's Heirs,

v. DECREE.

Pretlow's Heirs.

Entered ~~27th~~ day of March,
1908.

*Att. in R. Howard
Judge,*

*Entered C.O. B.
Page 436*

Pretlow's Heirs,

v.

Pretlow's Heirs.

This day this cause came on again to be heard upon the papers formerly read and upon the report of James L. McLemore, Special Commissioner, in this cause, filed March 27th, 1908, showing disbursement of all funds in his hands in pursuance of previous decrees entered herein, all of which are supported by proper vouchers to which no exceptions have been taken, and was argued by counsel;

On consideration whereof and it appearing to the Court from the report of said Special Commissioner that all of the children of Thomas J. Pretlow, deceased, have arrived at the age of twenty-one years, and that the widow by previous petition herein filed has asked that her interest herein be commuted, and that same has been accordingly^{ly} done; and it further appearing that all the funds in his hands have been distributed in accordance with the rights^{of the parties,} said distribution is hereby approved, and said report confirmed, and nothing further remaining to be done in the cause it is ordered that the same be removed from the docket.