1909- 50 Southampton County Chancery- Howell, M.A. et al vs Westbrook, W.B. et als

Collect rents to pay debts; if this can't be done, Then Sell property to settle judgements & interest thereon.

Bell, C.A.
(Howell, M.A. + Co.)
Sebrell, W.J (Trustee)

Westbrook, S.R.
Howard, Richard H (trustee)
Darden, James D.
Camp Manufacturing C.

Howell, M. A. & Co., Adm'x &c.

vs. { Bill & Exhibits.

Weatbrook

1897. 1st Mch. Rules filed

L. A. Gay C. C.

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

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

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

In Chancery.

Humbly complaining show unto Your Honor your complainants, M.A. Howell and C.A. Bell, late partners in trade under the firm-name of M.A. Howell & Co., who sue for the benefit of W.J. Sebrell, their trustee, that at the September term 1895 of the Circuit Court of said county your complainants obtained a judgment against W.B. Westbrook for the sum of $101.81, with interest thereon from the 14th day of August 1894, and $7.70 costs, and that the same has been duly docketed in the Clerk's office of said County, as will appear by an ~~certified copy~~ extract of said judgment, herewith filed as Exhibit A & prayed to be read as a part of this bill; that, of this judgment, though execution issued thereon, no part has been paid, the execution having been returned, "no effects", and your complainants do not believe that the said W.B. Westbrook is possessed of any personal property out of which the said judgment, or any part thereof, can be made; that the said W.B. Westbrook, sometimes called W.B. Westbrook Jr., and S.R. Westbrook are

jointly seized and possessed, in fee-simple, of the following real estate in said County of Southampton, to-wit:- The tract or parcel of land, known as "Butts's Island", containing 1000 acres, more or less, and adjoining the Samuel H. Barham tract and others, and the tract of land, known as the "Barham-Wynn Tract", containing 500 acres, more or less, and adjoining the Delk's lands and others; that the said W.B. Westbrook, sometimes called W.B. Westbrook Jr., and S.R. Westbrook have executed and there is recorded in the Clerk's office of the County Court of said County a deed of trust on said lands to Richard H. Howard, trustee, to secure a debt due to Jas. D. Darden, as will appear from a copy of said trust-deed, herewith filed as exhibit B, & prayed to be read as a part of this bill; that your complainants are informed that the greater part of the said debt due to said Jas. D. Darden has been paid; that the Camp Manufacturing Company, a corporation, has purchased and now owns all the standing pine, ash, cypress, oak and hickory timber down to ten inches in

9

diameter on the stump on the said lands of W.B. Westbrook, sometimes called W.B. Westbrook Jr., and S.R. Westbrooks, except all cypress timber on the "Wrenn" Place over 2½ ft. in diameter at the stump; that there are other duly docketed judgments against the said W.B. Westbrook, sometimes called W.B. Westbrook Jr.

Your complainants charge and aver that the rents and profits of the interest of the said W.B. Westbrook, sometimes called W.B. Westbrook Jr., in the said lands will not in five years satisfy the judgments that are liens on the same, & that your complainants are, therefore, entitled to have the interest of the said W.B. Westbrook (sometimes called W.B. Westbrook Jr.) in said lands sold to satisfy their own & the other liens thereon.

In consideration whereof, and inasmuch as your complainants are without remedy save in a Court of Equity where such matters are properly cognizable, your complainants pray that the said W.B. Westbrook, sometimes called W.B. Westbrook Jr., S.R. Westbrooks, Richard H. Howard, trustee, Jas. D. Darden, & the Camp Manufacturing Company be made parties defendants to this bill and required to answer the same, though answer under oath is hereby waived; that all proper

orders be made and accounts taken; that if it shall appear that the rents and profits of the interest of the said W.B. Winbrook Jr. (sometimes called W.B. Winbrook Jr.) in the said lands will not in five years satisfy the judgments which are liens thereon that the said interest in said lands be sold & the proceeds thereof be applied to the satisfaction of said judgments; that if such rents & profits will so suffice, the said interest in said lands be vested out and the rents and profits be applied to the satisfaction of said judgments until the same are fully satisfied; and that all such other, further relief may be given your Complainants as the nature of the case may require or to Equity shall seem meet.

And your complainants will ever pray &c.

W.J. Sebrell, p.q. & M.A. Howell & Co., who sue for &c.

By W.J. Sebrell, atty.

Howell M.a. Rbo who one first
x 3 bowrs notice.
Westbrook et al x

We hereby acknowledge due
and legal service of the
within notice
A.J. Sebrell, p.q.

I.R. Pierce
Trustee

Camp Mfg Co by
Pierce & McLemore
Attys

Richard Howard Trustee

Jas D Darden
by Rothwell

Executed on Sept 9th 1897
by serving a copy of
this notice on W B Westbrook
and S R Westbrook
L.L. Hatfield.
deputy for J W Williams Shff

J.L. McLemore Clk &c

COMMISSIONER'S OFFICE,

Courtland ~~Jerusalem~~, Va., Aug 31st 1897

TO M. A Howell and L. A. Bell late partners in trade under the firm-name of M. A. Howell & Bro. who are for the benefit of their Trustee, W. J. Sebrell } Plffs

vs

W. B. Westbrook, sometimes called W B Westbrook Jr S R Westbrook, Richard Howard Trustee, James D Dorden. The Lumber Mfg Co. Jos L McLemore Son of Harvey L Bryant and J. B. Prince Trustee } Dfdts

You are hereby notified that I have fixed upon the 13th day of Sept 1897 ***next, if fair, if not, the next fair day thereafter (Sunday excepted) to take and settle, at my office, the following accounts, to wit:***

1st What is the interest of W B Westbrook, sometimes called W. B. Westbrook Jr, in the lands in the bill mentioned, and what is the actual annual value

2nd an account of debts against the said W. B. Westbrook which are liens on his interest in the said lands with their dignity and priorities

3rd which the rents and profits of the interest of said W. B. Westbrook in the said lands will in five years pay the debts that are liens thereon. together with any other matters specially stated or required to be so stated by any interested party

required to be taken by a decree of Southampton Circuit Court, rendered at the March ***term, 1897, 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 the said Court, the day and year first aforesaid.

Wm Shands ~~JAMES R. TYLER~~, **Commissioner.**

To the Sheriff of Southampton County to execute.

an account of debts against W B Westbrook, and which are liens on his interest in the real estate belonging to him, (and described in the account herein annexed) showing their dignity and priority. Taken before Wm Shands Comr in chancery for the Circuit Court for Southampton Co. Va. on Sept 13th 1897

1	a bond secured by deed of Trust due Jos. D. Borden	3358	76
	Interest Therein from March 17/87 To April 8/91	817	60
		4176	36
	Cr Them		
	By payment Dec 26/89 $130.00		
	" " March 6/90 151.00		
	" " April 8/91 650	931	00
	Balance due April 8th 1891	3245	36
	Int Therein from April 8/91 To Dec 5/91	128	16
		3373	52
	Cr by payment of Dec 5/91	250	00
	Balance due Dec 5th 1891	3123	52
	Int Therein from Dec 5/91 To May 16/92	83	80
		3207	32
	Cr by payment	666	67
	Balance due May 16/92	2540	65
	Int Therein from May 16/92 To July 29/92	30	91
		2571	56
	Cr by payment July 29th/92	706	66
	Balance due July 29th 1892	1864	90
	Int Therein from July 29/92 To Jany 24/93	54	36
		1919	26
	Cr by payment Jany 24/93	403	35
	Balance due Jany 24/93	1515	91
	Int Therein from Jany 24/93 To Oct 1st/97	426	17
	Balance due Oct 1st/97	1942	08
	one half of this amount is a lien on interest of W B Westbrook i.e.		$971 04

2

Judgment of Boone & Jenkins vs W. B. Westbrook and Jno I Jones obtained Nov Term of Ct 1894 (and docketed Nov 20/94. Int Therein from Jany 24/88 500 00
& $9.00 Costs

971 04

971 04

[illegible]	506	00	
Int Thereon from Jany 24/88 to May 21/88	9	75	
	515	75	
Costs	9	00	
	578	75	
Cr by payment May 21/88	222	24	
Balance due May 21/88	296	51	
Int Thereon from May 21/88 to Oct 1/97	166	54	
Balance due ~~May~~ Oct 1/97	463	05	

This amount has been reduced by payments to about $350 and one half of this amount has been paid off by S.R. Heslbrook and to that extent the judgement as to W.B. Heslbrook has been assigned to S.R. Heslbrook ~~and~~ who Jno I Turner has given bond and security for the other half. but no release has been given on the judgement for same and will not till said bond is paid Your Court Considers said bond of Jno I Turner good

350 00

2. Judgement of Boone & Jenkins vs S.R. & W.B. Heslbrook obtained Nov Ct Ct 1894 & docketed Nov 20/94 110 59

Int Thereon from May 10/90 to Oct 1/97 44 36

Costs 9 05

This has been paid off and assigned without recourse to S.R. Heslbrook and one half of it is a lien on W.B. Heslbrook's interest 164 00 82 00

3. Judgement of R.J. Whitehead vs W.B. Heslbrook obtained before J.P. Sept 7/95 & docketed 7/95 37 74

Costs 1 00

Int Thereon from March 18/95 to Oct 1/97 5 72

44.76

4 Bann Co vs W B Heslbrook. Judgement obtained Sept Ct Ct 1895 & docketed Oct 7/95 162 88

Int on $121.28 part thereof from Nov 1/90 to Oct 1/97 44 52

" " 28.82 " " " Jany 1/94 " " " 6 31

" " 12.82 " " " April 1/95 " " " 1 91

162.88 7 95

Costs 223 57

Cr by payment Dec 28/91 7 32 $216 25

1663 75

4	M a Howell Co for W J Isbell Trustee vs W B Westbrook. Judgement obtained Sept Ct 1895 & docketed Oct 7/95	101	81		16.63 75
	Costs	7	70		
	Int thereon from Aug 14/94 to Oct 1/97	19	09		
				128.	60
5	Charles W Sowe vs W. B. Westbrook. Judgement obtained Mch Ct of 1896 & docketed April 7/96	72	14		
	Int thereon from Jany 1/95 to Oct 1/97	10	90		
	Costs	10	06		
	(This has been assigned to D. R. Westbrook without recourse)			93	10
5	B R Fine Co vs W B Westbrook. Judgement obtained (before J. P.) Aug 11/96 & docketed Aug 17/96	26	62		
	Int thereon from Dec 27/95 to Oct 1/97	2	82		
	Costs	1	00		
	This has been assigned to D. R. Westbrook without recourse)			30	44
6	Deed of trust from W. B. Westbrook to J. L. McInnes Guardian of Harry L Boyd Recorded Sept 8/96	295	59		
	Int Thereon from Sept 7/96 to Oct 1/97	18	93		
		314	52		
	1/2 of this is a lien on W. B. Westbrook's interest			157	26
	Total amount of debts			$ 2073.	65

of this amount your Comr finds $175.00 is secured by the bond of Jno I Summers all of which is

Respectfully submitted by

Wm Shandro

Comr. in Chancery

An account showing the actual & annual value of the real of W B Westbrook (Sometimes called W B Westbrook Esq) taken before Wm Shands Comr in chancery for the Circuit court of Southampton Co Va on Sept 13 1897

	Actual value.	Annual value
1500 acres of land	6000 00	400 00

In which lands W B Westbrook has an undivided one half interest

Respectfully submitted by
Wm Shands
Comr in chancery

Howell Mabbo who married
Mrs Thomas W. Howell retired
Westbrook ct
1897. 17th Sept. filed
L. A. Gay b.b.

Commissioners Office
Courtland Va Sept 13th 1897

To the Circuit Court of Southampton Co Va

Your undersigned Commissioner begs to report that in obedience to a decree entered at the March Term 1897 of this Court in the Chancery cause of M A Howell &c who sues for &c vs Westbrook it also he proceeded in pursuance of the said decree attached to make the inquiries and take the accounts directed by said report. and reports as follows.

1st That W.B. Westbrook's interest in the lands in the proceedings mentioned is an undivided one half interest

That the actual value of entire lands is $6000.00 annual value $400.00

2nd That total amount of debts (with interest included up to Oct 1st 1897) is $2073.15. of which amount your Court thinks $175.00 as stated in said list, is owed by the land of Jno. Lassiter

3rd That the rents and profits of W.B. Westbrook's interest in said real estate will not in five years pay the debts and demands

against him and which he files on said real estate. all of which is

Respectfully submitted by

Wm Shands

Comr. In Chancery

Comrs fee $7.50

Shffs " " 1.40

$8.90

Howell. M. A. Pls. for rc.

vs. } Decree.

Westbrook et als

Entered Sept. 29. 1897

Page 169

Howell, M. A. & Co. for &c.
vs } Decree.
Westbrook et als.

This day this cause came on to be further heard upon the papers formerly read, and upon the Report of Comr. Wm. D Shands, filed September 17th. 1897. 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 from the said report that the rents and profits of the interest of W. B. Westbrook in the real estate in the bill and proceedings mentioned will not in five years pay the debts that are liens thereon, the Court doth adjudge, order and decree that W. F. Debree, who is hereby appointed a Special Commissioner for the purpose, after having given due notice of the time of sale by notices posted at three or more public places in Southampton County, do expose to sale, by Public Auction, all the interest, right, title and estate of the said W. B. Westbrook (it being an undivided one half) in and to the real estate in the bill and proceedings mentioned, to-wit. 1st That certain tract or parcel of land, known as "Butts Island", containing 1000 acres, more or less, adjoining

the Lands known as the Samuel H. Barham tract and others; 2nd. That certain other tract of land known as the Barham-Wynn tract, containing 500 acres, more or less, and adjoining the lands known as the Jeeks Land and others, upon the following terms, to-wit, One-third in cash, and the balance in equal credit installments, payable in one and two years from the day of sale, the purchaser to execute bonds, bearing interest from date, with approved security, and the title to be retained till all the purchase money is paid and the sale confirmed by the Court, with the option to the purchaser to pay the entire purchase price in cash. But the said Commissioner will not proceed to execute this decree until he shall have entered into bond, with approved security, before the Clerk of this Court, in the penalty of $4000.- conditioned for the faithful discharge of his duties under this or any subsequent decree in this cause, and the said Commissioner will make report to Court.

A Copy.

Teste: L. A. Gay C.C.

Howell M.A. & C., who sue &c.

vs. } Deeree.

Westbrook et als.

March Term 1897.

Mar. 25th.

Enter this

D. Bock E. Ellis

Entd Page 136

Aff

Jas. L. Wadsworth is appointed Guardian ad litem of the infant defendant Harry L. Bogart, and thereupon,

M. A. Stowell & Co., who sue for &c.,

vs. } Decree.

Westbrook & others.

⊗ This day this cause came on to be heard upon complainants' bill, and exhibits therewith filed, the answer of J. B. Prince, trustee, and Jas. L. McLemore, Gdn. of Harry L. Bogart, taken for confessed as to the other defendants, and was argued by counsel. On consideration whereof, the Court doth adjudge, order and decree that it be referred to one of the Commissioners of this Court to ascertain and report to the Court,

1st What is the interest of W. B. Westbrook, sometimes called W. B. Westbrook Jr., in the lands in the bill mentioned, and what its actual and annual value?

2nd An account of debts against the said W. B. Westbrook, which are liens on his interest in the said lands, with their dignity and priorities.

3rd Whether the rents and profits of the interest of said W. B. Westbrook in the said lands will in five years pay the debts that are liens thereon, together with any other matter specially stated or required to be so stated by any interested party.

Howell & Co. who &c.

No. 3

Westbrook & Co.

Ex "A" with petition of E. Whitford &c..

In Southampton Circuit Court,

Sept Term, 1897

E. Whitfield, J. L. Bain & P. D. Bain, trading as E. Whitfield & Co. Agents of S. J. Pulley & Co. Pltff.

Against

In Debt

W. B. Westbrook &c. Deft.

Judgment for the Plaintiff against the Defendant for $193.96 with legal interest thereon from 1st day of January, 1893, till paid, and costs, $7.65 Homestead waived.

Extract.

Teste: L. A. Gay C. C.

Howell, M.A. & Co. Wholesale

vs. } Statement of Rules

Westbrook et als.

M. A. Howell & L. A. Bell, late partners in trade under the firm-name of M. A. Howell & Co. who sue for the benefit of Their Trustee, W. J. Debreee } Plaintiffs.

Vs.

W. B. Westbrook, sometimes called W. B. Westbrook Jr. D. R. Westbrook, Richard Howard, trustee, James D. Darden & The Lamp Manufacturing Company, } Defendants

1897. February 23rd. Process Issd. to 1st. Mch. Rules

1897. 1st. Mch. Rules. Process returned executed:

Bill & Exhibits filed.

Decree nisi vs. defendants,

1897. 2nd. Mch. Rules. Bill taken for Confessed

and Cause set for hearing.

M. A. Howell & Co. for Pltf.

vs } Deed of Trust from W.B. Westbrook Jr. & S.R. Westbrook to R.H. Howard Trustee

Westbrooks

See J.D.B. H 1. Page 233—
Ex 'B'

This Deed of Trust made and entered into this 17th of March 1887 between Wm. B. Westbrook Junr and S. A. Westbrook, grantors, of the first part, and Richard K. Howard Trustee for James H. Darden, of the second part. Witnesseth. That for and in Consideration of the sum of five dollars to the parties of the first part in hand paid, by the said R. K. Howard, the the said Wm. B. Westbrook Junr and S. A. Westbrook do give grant, bargain and sell, and by these Presents have given, granted, bargained and sold with generab Warranty, the following real Estate, lying and being in the County of Southampton State of Virginia, being all the real Estate purchased by the said parties of the first part of Wm. B. Westbrook Senr and his wife V. A. Westbrook. First one tract or parcel of land known as the river farm and called Butts Island. Containing by estimation about one thousand acres. including the lands of W. B. Westbrook Senr, bought of George B. Barys estate and Samb. K. Barham this land lies immediately on the Nottoway river and Three Creeks, and adjoining the the lands of the estate of Richard Blow estate of Richard Epes and Samb. K. Barham. Second: The farm known as the Barham Home place. containing by estimate about five hundred acres adjoining the lands of the said Westbrook Samb. K. Barhams estate, Estate of Anna Jeffs.

and others, making in the aggregate and conveyed in trust fifteen hundred acres more or less. In Trust to secure the payment of a bond for three thousand three hundred and fifty eight dollars and seventy six cents, bearing the same date the same day with this deed and due and payable to James D. Darden. And it is hereby expressly covenanted, stipulated and agreed that the said W. B. Westbrook jun'r. and S. A. Westbrook are to remain in quiet and peaceable possession of the above said tracts of land for the period of two years from this day, upon their paying interest on the above said bond annually, as it falls due to wit: on the 17th of March 1888 and on the 17th of March 1889 but on default of their paying the said interest either year, as it falls due or at the end of two years from this day, then upon request made by the said James D. Darden, his assigns or representatives, the said Richd K. Howard, trustee as aforesaid after having given at least thirty days notice of the time and place, shall proceed to sell at Jerusalem, on some County Court day, at public auction, to the highest bidder, for cash the aforesaid tracts of land, and out of the money arising from the sale after paying the costs of executing this trust. pay to James D Darden the aforesaid bond of three thousand three hundred and fifty eight dollars and seventy six cents, and the interest thereon, due, and the balance of the money

pay over to the said W. B. Westbrook Jun'r
and S. A. Westbrook. As witness the following
signatures and seals.

Wm. B. Westbrook, Jr. (Seal.)

S. A. Westbrook. (Seal.)

Southampton County: In the Clerks Office
Mch 17th. 1887. The forgoing Deed of Trust
from Wm. B. Westbrook jr & S. A. Westbrook,
to Jas. D. Darden's Trustee was this day
received, and acknowledged by said
Westbrooks and admitted to record.

Test: J. B. Armed C.C.

A copy.

Test; B. F. W. Lemon, C.C.

M. A. Howell & Co for &c.

vs. } Eq. "A"

Westbrook

In Southampton Circuit Court,

Sept. Term, 1895.

M. A. Howell & L. A. Bell late partners in trade under Style of M. A. Howell & Co. who sues for the benefit of M. J. Howell & Sebrell & their Trustee. Pltff.

Against

In

V. B. Westbrook, Deft.

Judgment for the Plaintiff against the Defendant for $ 101.31 with legal interest thereon from 14th day of August, 1894, till paid, and costs, $ 7.70

Extract.

Teste: B. F. McLemore C. C.

M. A. Howell & Co. for &c. ..... Plaintiff...

AGAINST

Westbrook &c. als. ..... Defendant...

} In Chancery.

L. A. Gay

I, ~~T. M. HOWARD~~, Clerk of the Circuit Court of Southampton County, Virginia, do certify that bond as required under a decree of sale in the above style cause, entered on the 29th day of September 1897, has been executed with security deemed sufficient by me.

Given under my hand this 14th day of August 1898.

L. A. Gay C. C.

COMMISSIONER'S BOND.

M. A. Howell & Co. for &c.

vs

Heathcock et als.

H. J. Sebrell

to

Commonwealth.

1848. 1st Aug. Filed

L. A. Gaylord.

Know All Men by These Presents, That we, W. J. Sebrell and Jas. E. Sebrell

are held and firmly bound unto the Commonwealth of Virginia in the sum of ($4000.00) Four Thousand 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 20th day of July one thousand eight hundred and ninety-Eight

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 a decree of the Circuit Court of the County of Southampton pronounced on the 29th day of September, 1897, in the suit therein depending under the name and style of Howell M. & Co. for &c. vs. Westbrook &c. &c., or any subsequent 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, and State of Virginia, 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 Four Thousand dollars.

Given under my hand this 1st day of August, 1898

Teste: L. A. Gay, Clerk.

Howell & Co. who sue for &c

Petition of

against } Whitfield &

Washbrook, &c al.

To ..... Rules, 189 .....

1898 April Term Filing

JOHN N. SEBRELL, JR.,
ATTORNEY AT LAW,
COURTLAND, VA.

M.A.Howell & Co.,Who sue for &c.

VS.) Petition of E.Whitfield & Co.

Westbrook et als.

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

Your petitioners,E.Whitfield,T.L.Bain and P.D.Bain,partners trading as E.Whitfield & Co.,humbly petitioning,show unto your Honor, that at the September term 1897 of the Circuit Court of Southampton County,your petitioners obtained a judgment against W.B.Westbrook, for the sum of One hundred and ninety - three dollars and ninety six cents ($193.96),homestead exemption waived, with legal interest thereon from the first day of January 1892 till paid and $7.65 costs, and that the same has been duly docketed in the Clerk's office,of the said County, as will appear from an extract of said judgment herewith filed and prayed to be read as a part of this petition. That of this judgment though execution issued thereon, no part has been paid,the execution being returned "no effects", and your petitioners do not believe that said W.B.Westbrook is possessed of any personal property out of which the same could be made, that the said W.B. Westbrook,sometimes called W.B.Westbrook Jr.,and S.R.Westbrook are jointly seized and possessed in fee simple of the following real estate in the said County of Southampton towit:The tract or parcel of land known as the "Butts Island Tract",containing one thousand acres,more or less,and adjoining the Samuel H.Barham tract and others, and the tract known as the"Barham-Wrenn Tract",containing five hundred acres more or less,and adjoining the Jelks land and others.

Your petitioners charge and aver that the rents and profits of the interest of said W.B.Westbrook,in the said land will not

in five years satisfy the debts which are liens upon the same.

That on the 23rd day of February I897 M.A.Howell and C.A.Bell late partners in trade under the firm name and style of M.A.Howell & Co.,instituted their certain suit in chan cery, for the benefit of W.J.Sebrell,their trustee, against the said W.B.Westbrook,S.R.Westbrook,Richard H.Howard,trustee,James D.Darden,and the Camp Manufactoring Company, for the purpose of enforcing the lien of a judgment against said W.B.Westbrook in favor of said M.A.Howell & Co.,and to have the interest of the said W.B.Westbrook in the lands herein before mentioned and described, sold to satisfy their own and other liens upon the same Your petitioners join in all the allegations of the bill in the said suit as fully and particularly as if the same were set out herein. Your petyitioners further state that by virtue od a decree entered in the said cause on the 25th day of March I897 an account of the debts which were liens on the interest of the sai W.B.Westbrook in the said land,was taken which account was taken and filed previous to the rendition of the judgment in favor of your petitioners against the said W.B.Westbrook, towit, on the I7th day of September I897.

In this suit your petitioners pray that they be permitted to join as parties plaintiffs; that all the proceedings Had and done in the said suit enure to the benefit of the said petition ers;that all the prayers of the said bill be made the prayers of your petitioners; and that all other further special and general relief may be granted your petitioners and the nature of their case may require. Notice is hereby given that the Court will be asked to allow reasonable attorneys fees to petioners' counsel

Counsel for petitioners

Howell, M.A. &c., Adm'rs
vs.
Westbrook

Answer of D.B.
Prince, Custee &c. Jas.
L. McLemore, Adm'r. of
Harry L. Bogart.

The answer of I.B. Prince, trustee, and Jas. L. McLemore, Gdn. for Harry L. Bogart, to a bill in Chancery exhibited in the Circuit of Southampton County by M.A. Howell and C.A. Bell, late partners under the firm-name of M.A. Howell & Co. Who sue for the benefit of their trustee, W.J. Sibrell, against W.B. Westbrook & others.

These respondents say that on the 7th day of Sept. 1896 the said W.B. Westbrook and S.R. Westbrook by their certain deed of trust recorded in the Clerk's office of Southampton County Court conveyed the lands in the bill mentioned to I.B. Prince, trustee, to secure a bond for $295.75 due to Jas. L. McLemore, guardian of Harry L. Bogart, and, not having heretofore been made parties to this suit, these respondents now come in and pray to be made parties defendant to the suit and that they be considered as such during the further progress of the suit.

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

I.B. Prince Trustee

Jas. L. McLemore Gdn

Harry L. Bogart.

Howell, m.a vs. for
vs. 3 Decree.
Westbrook et als.

To be entered
Sept. 29, 1894
Robert R. Rentis.

Entered page 164

W. J. Isbell, Y.C.

Lowell, M.A. Vs. for &c.,
vs. Decree.
Westbrook et als.

This day this cause came on to be further heard upon the papers formerly read, and upon the report of Comr. Wm. Shands, filed September 17th 1897, 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 from the said report that the rents and profits of the interest of W.B. Westbrook in the real estate in the bill and proceedings mentioned will not in five years pay the debts that are liens thereon, the Court doth adjudge, order and decree that W.J. Isbell, who is hereby appointed a special Commissioner for the purpose, after having given due notice of the time and place of sale by notices posted at three or more public places in Southampton County, do expose to sale, by public auction, all the interest, right, title and estate of the said W.B. Westbrook (it being an undivided one-half) in and to the real estate in the bill and proceedings mentioned, to-wit, 1st That certain tract or parcel of land, known as "Butts's Island", containing 1000 acres, more or less,

and adjoining the lands known as the Samuel L. Barham tract and others; 2nd That certain other tract of land known as the Barham-Wynn tract, containing 500 acres, more or less, and adjoining the lands known as the Jelks lands and others, upon the following terms, to-wit, one-third in cash, and the balance in equal credit installments, payable in one and two years from the day of sale, the purchaser to execute bonds, bearing interest from date, with approved security, and the title to be retained till all the purchase money is paid and the sale confirmed by the Court, with the option to the purchaser to pay the entire purchase price in cash. But the said Commissioner will not proceed to execute this decree until he shall have entered into bond, with approved security, before the Clerk of this Court, in the penalty of $4000.-, conditioned for the faithful discharge of his duties under this or any subsequent decree in this cause. And the said Commissioner will make report to Court.

~~Davis, Alice L., guardian of Sallie D. Davis,~~
~~J. E. C. Davis, Effie L. Davis, Mary Alice~~
~~Davis, Ida May Davis & Ethel Annie Davis.~~

~~vs.~~

~~Davis Alice D.,~~

M. A. Howell & Co. for pl.

vs. } Summ. In chy

Westbrook et als.

Served Feb 27th 97

1897. 1st. Mch. Rules

Ret. Feb.

Executed By delivering a copy of this Summ. to each of the parties defendant Feb. 27th 97

L. L. Hatfield Deputy

for J. W. Williams

Shff.

(6)

W. J. Schaub Esq.

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY; GREETING:

WE COMMAND YOU TO SUMMON W.B. Westbrook, sometime called W.B. Westbrook Jr., S.R. Westbrook, Richard H. Howard, trustee, James D. Darden, and the Camp Manufacturing Company

to appear at the Clerk's Office of our Circuit Court of Southampton County, at the Rules to be holden for the said Court on the 1st Monday in Mch. 1897 ~~next~~, to answer a Bill in Chancery exhibited against them in our said Court by M. A. Howell Jr. & G. A. Bell, late partners in trade under the firm-name of M. A. Howell & Co. who sue for the benefit of their trustee, W. J. Sebrell.

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

Witness, L. A. GAY, Clerk of our said Court, at the Courthouse, this 22d day of February, 1897, in the 121 year of the Commonwealth.

TESTE: L. A. Gay, C. C.

Howell No. who &c
vs. Divorce
Whitbrook et als.

Entered April 6th 1898
Robert D. Lewis

Evid'd -208-

Howell & Co. who &c.

Vs.

Westbrook et als.

This day this cause came on to be further heard on the papers formerly read and on the petition of E. Whitfield and Company, this day filed, and was argued by counsel.
On consideration whereof it appearing to the Court that said E. Whitfield and Company have obtained a judgment against said W. B. Westbrook for one hundred and ninety three dollars and ninety six cents, with legal interest thereon from the first day of January 1892 till paid, and seven dollars and sixty five cents costs, with homestead exemption waived, since the filing of the report of Commissioner William Shands, the Court doth adjudge, order and decree that the said judgment in favor of said E. Whitfield and Company is an additional lien debt against the said W. B. Westbrook, and is so to be taken and regarded in connection with the report of said Commissioner William Shands.