1871-023 Chancery Causes. Thomas Page vs Watson P. Jordan's admr & Anthony H. Boykin's admr
Dsh of Wright County Thomas Page vs John D. Thompson & al

other SURNAMES Young Bartlett, Whitfield, Hayden Kilby

See also 1875-008 Anthony H. Boykin's admr & al vs Thomas Page & al

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Thomas Page

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v.

Clay:

Watson P. Jordan

adm'r. &c.

1868.

Jany. Rules Bill & filed,
Summ. Iss'd & decree nisi
v. defts.

Feby. Rules - Bill taken
for confessed & set for
hearing.

May term - Answ. of defts
Wm. & Bill filed & sent to mstr.

C. of W. Cir. Ct.

July Rules - Amd. Bill filed
& summ. to ans. ord. of publication
& Mandate of decree nisi to
issue - Ans. of defts. Wm.
filed &c.

Augt. Rules - Bill taken for
confd. & set for hearing &
sent to Ct. Com'r

Octs. term 1871.

Dismissed

Per Decree as

Boykin adm'r

vs.

Jordan &c.

All Available Text Successfully Captured

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Pase

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Irdani adm. &c

I. obl. Cir. el.

herein, that a ratable or other proper abatement and deduction may be made from the purchase money owing by your Complainant as aforesaid — that an abatement of the Interest during the war period as set forth may be also made, and that all other and further relief may be made consistent with right, And &c.

John R. Kilby p. c.

the same — That the said Watson P. Jordan died in the County of Isle of Wight aforesaid and his widow qualified as his Executrix, who has also died, and Charles B. Hayden has qualified in the County Court of Isle of Wight County on the day of as the adm'r de bonis non with the will annexed of said Watson P. ~~Thorpe~~ Jordan dec'd, as will be seen by a duly certified Copy of the order of said County Court filed herewith and marked (D). And that the said Charles B. Hayden as such adm'r. now has possession of the aforesaid bonds of $3000. given by your Complainant for the purchase of said property — That the other two Bonds of $3000 each, are now in the hands of said Ro. H. Whitfield as adm'r. of Anthony G. Bozkin dec'd.

In consideration whereof and as this Court has Jurisdiction to grant due adequate Relief, To the End your Complainant prays That Charles B. Hayden adm'r. de bonis non with the will annexed of Watson P. Jordan dec'd, and Ro. H. Whitfield adm'r. of Anthony G. Bozkin dec'd, may be made defendants hereto and be compelled to answer all the allegations

United States, commercial intercourse was prohibited between persons occupying the position of living in different Belligerent States during said war, and that your Complainant resided as aforesaid in the State of New Jersey, which was at war with the people of the State of Virginia, where said Lands are situated and where the said Bond, mentioned, and that hence your Complainant is not bound to pay any interest on said debt from the 13th July 1861 till the 7th of April 1865 when the war ended, and he prays this Court so to decree.

Your Complainant further says that recently a suit has been brought in the Circuit Court of Isle of Wight County, Virginia by Ro. H. Whitfield adm. with the will annexed of Anthony G. Bazkin and as against N. P. Young, trustee, & your Complainant and others, having for its object the sale of said premises to pay the debts due by your Complainant as aforesaid, and a decree has been made for such sale, (a copy of the record in said suit is filed herewith & marked (C) — That he is advised that by presenting his defence in that suit he cannot obtain adequate relief and hence has brought this suit to obtain

of $510, which was regularly paid as aforesaid - the difference ($231.18) yearly your complainant claims as a credit of the dates when paid -

Your Complainant says, that whilst he believes that Mr Watson P. Jordan was incapable of any intentional fraud & had no design or intention to make any misrepresentation but only represented the quantity of said land as he believed it to be, yet if your Complainant is required to pay the said entire purchase money, it would become a fraud on his rights, and he be made the victim of such misrepresentations (however sincerely made) in which he trusted because of the supposed knowledge of said Jordan & reliance on his statements - Your Complainant is advised & claims, that he is entitled to a ratable deduction of his debt for the purchase aforesaid -

Your Complainant further says, That he was at the date of said purchase & has ever since been & now is a Citizen of the State of New Jersey, and that soon after the breaking out of the recent war between the Northern and Southern States he left his business at said premises in Isle of Wight County Virginia, when he had been temporarily living and returned to New Jersey, and that by act of the Congress of the

sale they visited Virginia and entered into negotiation, with the said Watson P. Jordan for the purchase of the said property - That they were entirely ignorant of the quantity of the said land and relied entirely on the representations of said Watson P. Jordan relative thereto - That he represented the tracts of land to contain 50 or 60 acres, & 1500 to 1700 acres, more or less, and relying on such representations, and believing that the said Jordan knew whereof he spoke and that his knowledge, from his life time residence near the premises, and his ownership thereof, and his general information and known integrity of character, did not think proper to require a survey thereof, but purchased the same as aforesaid - That whilst the quantity of land in said deed from Watson P. Jordan was, ~~supposed to~~ estimated to contain between 1500 & 1700 acres, acres "more or less", yet your Complainant understood that there was not to be any great variation from that quantity - But so it is, by recent survey the quantity, as is shewn by plat filed herewith marked (X) is only 1045 1/4 acres, instead of 1700 acres, being a deficit of 655 acres, equal at a ratable price to $3853. and thus making the original purchase at the same rate per acre $6.147. instead of $10.000. and after deducting the cash payment of $1000, leaves $5.147 and making the interest per year $368.82, instead

That for the purchase money of said property your Complainant and his co-purchasers, the said Thompson & Bartlett, paid one thousand dollars in cash and executed to said Jordan three Bonds, each for three thousand dollars, and payable on the first day of January 1855, 1856 and 1857 respectively, and carrying interest from the 1st day of January 1854.

That the Interest on the said sum of $9000. was paid annually the 1st of January 1861, to wit: $540 for seven years, making in the aggregate the sum of $3780:—

Your Complainant further say that after the purchase of said Watson P. Jordan, to wit: on the 1st day of Jany 1857 your Complainant purchased out the Interest of his partners & part owners, the said Thompson and Bartlett, as will be seen by Deed duly recorded in the Clerk's office of Isle of Wight County on the 30th day of March 1858— a duly certified Copy of which is filed herewith as part of this Bill marked (B.)

That at the time of the purchase of the said property by your Complainant & said Thompson and Bartlett, he and they were of aforesaid residents of New Jersey, and strangers in Virginia and to said Watson P. Jordan— That hearing that the said property was for

To the Hon. Richard H. Baker Judge of the Circuit Court of Isle of Wight County Virginia —

Complaining shew unto your Complainant Thomas Page, a resident of the State of New Jersey —

Your Complainant respectfully represents to the Court and says, that on the 1st day of January 1855, he together with John D. Hampton ~~and James H. Bartlett~~ also residents of New Jersey purchased of Watson P. Jordan of the County of Isle of Wight, Virginia the property known as the Sycamore or McClannagan's Mills, with a large body of Land, to wit: Fifty or sixty acres attached to the mills, and another tract of 1500 to 1700 acres, ~~as copy of said deed is~~ ~~filed herewith~~ (A),

as will appear by deed from said Jordan to your Complainant, & said Hampton ~~& Bartlett~~ dated as aforesaid recorded in the Clerk's Office of Isle of Wight County Court on the 18th day of May 1855 a duly certified Copy of which is filed herewith Marked A) —

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Indans adw &c

amended Bill

July Rules 1868 - filed

your Complainant therefore prays that the said John L. Thompson may be made party Defendant to said suit and be compelled to answer the several allegations in said original Bill as fully, as though they were again set out herein, and also the allegations herein; and that the said Charles B. Hayden as adm as aforesaid and the said Ro. H. Whitfield as adm't as aforesaid may also answer the allegations in this amended Bill, and that all further and proper relief may be granted to Thomas Page by

John R. Kelly atty.

To the Hon. R. L. Baker, Judge of the Circuit Court of Isle of Wight County,

Complaining shews unto the Court Your Complainant Norman Page, a resident of the State of New Jersey.

Your Complainant respectfully represents to the Court and says, That he brought his Chancery suit in said Court in January 1868 against Charles B. Hayden admr. de bonis non with the will annexed of Watson P. Jordan dec'd and Robert N. Whitfield admr with the will annexed of A. G. Boykin dec'd., and filed his Bill at said Rules. That he had for his object the obtaining an abatement or reduction from the amount due by him to said Defendants because of great deficiency in the quantity of land purchased of Watson P. Jordan as recited by your Complainant & one John D. Thompson, and also to obtain an abatement of Interest as therein set forth. That since the Commencement of said suit, Your Complainant is advised that the said John D. Thompson (who had sold out his Interest in the property as set out in said Bill) should have been made a party to said suit, and for that purpose this amended bill is now filed,

prior to & at the time of the breaking out of the late War, when he left the State, & was this Defendant believes without the Confederate lines during the War, & entitled to any claim an alien enemy may have as to the suspension of interest on said Bonds during that War; but this Defendant submits to the Court whether said Complainant is for that reason entitled to any suspension of interest for that season

And having answered This Defendant prays hence to be dismissed with his costs in this behalf expended & he will ever pray &c

(Signed) C. B. Hayden

Sworn to before me
A. P. Young clk.

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vs.
Jordan's Admr. & al.

Answer
of
W. S. Jordan's admr.

land, or that the quantity of land named was any inducement to the Contract or that the said Complainant relied on the quantity named in the Deed as the real quantity of land contained in the Tract and that the quantity named was mentioned only because consistent with the prior Deeds, and neither party relied on the recitals in the Deed as the true quantity, but both parties were fully aware that the true quantity was extremely uncertain & made & executed the Contract of Sale without any reference to the number of Acres. This Defendant denies that even if the Complainant was entitled to any abatement for the alleged deficiency (if such deficiency existed) that he is entitled the amount claimed in his said Bill, said amount being based on an average per acre the whole land conveyed, whereas the alleged deficiency exists in a large Tract of poor land, distant from & independant on the "Mill Property", the valuable Water Power of Latter, & the consequent value of the land attached thereto being the principal inducement to said purchase on the part of the Complainant. This Defendant denies to be true the allegation of said Bill that said Complainant was a Citizen of New Jersey

of said land as alleged in said Bill this Defendant believes to be true except that on one of said Bonds to wit the Bond for $300.00 payable on the 1st day of January 1856, being one of the two Bonds assigned to & now held by the Administrator of A. G. Boykin, there is a further credit of $14.78 75/100, said on the 9th of September 64 — That two of said Bonds as alleged in said Bill were assigned by said Watson D. Jordan to the Administrator of A. G. Boykin, and that the other Bond for that amount is still held by this Defendant as Administrator aforesaid. This Defendant has no knowledge of the alleged deficiency in said land & demands proof of the same. This Defendant denies that said Complainant is entitled to any abatement of the amount due on the purchase money of said land, even if the alleged deficiency exists because it is evident from the Deed, that the sale was of the land in gross, & not per acre, & the parties by said Deed expressly covenanted against any abatement or increase in the price, on account of any deficiency or excess in the land. This Defendant denies from the information he has received that the said Complainant was in fact influenced by the supposed quantity of

To the Honorable George Blow Jr. Judge of the Circuit Court of Law & Chancery for the County of Isle of Wight in Chancery sitting.

The Answer of C. B. Hayden Administrator de bonis non with the Will annexed of Watson D. Jordan to the original & amended Bill of complaint in said Court exhibited by Thomas Page & Als.

This Defendant saving & reserving all right of exception to the many errors & imperfections in said Bill contained, for answer thereto, or to so much thereof as he is advised it is material or necessary for him to answer, answering says, that he admits to be true the general allegations of said Bill as to the purchase by said Complainant of said Watson D. Jordan of the property mentioned in said Bill & conveyed by the Deed of January 31st 1853 by Watson D. Jordan & wife to the said Thomas Page & Josiah D. Thompson & that the latter subsequently assigned his interest in said land to the said Complainant — that the consideration for said land was that named in said Bill — that the payments made on account

purchase on the part of the Complainant. This Defendant admits to be true the allegation of said Bill that said Complainant was a citizen of New Jersey prior to & at the time of the breaking out of the late War, when he left the State, & was this Defendant believes without the Confederate lines during the War, & entitled to any claim an alien enemy may have as to the suspension of interest on said Bonds during the War; but this Defendant submits to the Court whether said Complainant is for that reason entitled to any suspension of interest for that reason

And having answered this Defendant prays hence to be dismissed with his costs in this behalf expended & he will ever pray &c.

(Signed)

E L Eley admr of A G Boykin

Sworn to before me

S. L. Young C.C.

Answer

of

A. G. Boykin's Admr.

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vs

Jordans Adms &c.

by the supposed quanity of land, or that the quanity of land named was any inducement to the Contract or that the said Complainant relied on the quanity named in the Deed as the real quanity of land contained in the Tract and that the quanity, named, was mentioned only because consistent with the prior Deeds, and neither party relied on the recitals in the Deed as the true quanity; but both parties were fully aware that the true quanity was extremely uncertain, & made & executed the Contract of Sale without any reference to the number of acres. This Defendant denies that even if the Complainant was entitled to any abatement for the alleged deficiency, (if such deficiency existed) that he is entitled to the amount claimed in his said Bill, said amount being based on an average per acre the whole land conveyed, whereas the alleged deficiency exists in a large Tract of poor land distant from & independent on the "Mill Property", the valuable Water power of latter, & the consequent value of the land attatched thereto being the principal inducement to said

on account of said land as alleged in said Bill this Defendant believes to be true except that on one of said Bonds towit the Bond for $3000.00/100 payable on the 1st day of January 1856 being one of the two Bonds assigned to & now held by the Estate of A.G. Boykin, there is a further credit of $1478.75/100 paid on the 9th of September 1861 — that two of said Bonds as alleged in said Bill were assigned by said Watson P Jordan to the aforesaid Administrator of A.G. Boykin, & are now held by said A.G. Boykin's Estate & are filed in the suit of A.G. Boykin's Administrator v Page & als. now pending in this Court. This Defendant denies that said Complainant is entitled to any abatement of the amount due on the purchase money of said land, even if the alleged deficiency exists because it is evident from the Deed that the sale was of the land in gross, & not per acre, & the parties by said Deed expressly covenanted against any abatement or increase in the price, on account of any deficiency or excess in the land. This Defendant denies from the information he has received that the said Complainant was in fact influenced

To the Honorable George Blow Jr. Judge of the circuit court of Law & Chancery for the County of Isle of Wight in Chancery sitting

The Answer of Edmund L. Eley Administrator de bonis non with the Will annexed of A. G. Boykin unadministered by R. N. Whitfield Dec'd late Administrator with the Will annexed of said A. G. Boykin, to the original & amended Bill of complaint in said Court exhibited by Thomas Page against said R. N. Whitfield as Administrator aforesaid & als.

This Defendant saving & reserving all right of exception to the many errors & imperfections in said Bill contained, for answer thereto, or to so much thereof as he is advised it is material or necessary for him to answer, answering says, that he admits to be true the general allegations of said Bill as to the purchase by said Complainant of Watson & Jordan of the property mentioned in said Bill & conveyed by the Deed of January the 1st 1855 by Watson & Jordan & wife to the said Thomas Page & John D. Thompson & that the latter subsequently assigned his interest in said land to the said Complainant — that the consideration for said land was that named in said Bill — that the payments made

Executed by delivering a true copy of the within to R. H. Whitfield and Chas B. Hayden January 3rd 1868

E. L. Eley Sheriff

Thomas Page
vs
Edwin
et al.

U. P. Jordan's adm'r
&
A. G. Boyleston's adm'r

Filed Jany. 6th 1868
Ed. L. Eley
Clerk

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Isle of Wight County---Greeting:

WE COMMAND YOU TO SUMMON Charles B. Hayden admr. de bonis non with the will annexed of Alexander P. Jordan dec'd. and Robert N. Whitfield admr. with the will annexed of A. G. Boyston dec'd.

to appear at the Clerk's Office of our Circuit Court of Isle of Wight County, at rules to be holden for the said Court, on the first Monday in January next, to answer the Bill in Chancery of Thomas Page filed against them

~~of a plea of~~

~~damages~~

and have then and there this writ. WITNESS, NATH'L P. YOUNG, Clerk of our said Court, at the Court House, this 4th day of December in the year 1867, in the 92nd year of the Commonwealth.

N. P. Young clk.

Journal Print, 16, 18 and 20 Roanoke Avenue, Norfolk, Va.

Thomas Sage

Summ. to ans.
and d. Bill &c.

W. P. Jordans' adm. &c.

To July rules 1866.

Kelley Esq.

Recorded by Reference a Duplicate of the within Bill & Exhibits & Depositions &c. June 21st 1866

Wm. Kelley

The Commonwealth of Virginia.

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, Greeting:

WE COMMAND YOU TO SUMMON Charles B. Hayden admr. de bonis non of Watson P. Jordan dec'd. with his will annexed, Robert H. Whitfield admr. with the will annexed of A. G. Boykin dec'd. and John D. Thompson

to appear at the Clerk's Office of the Circuit Court of Isle of Wight County, at Rules to be holden for the said Court, on the first Monday in July next, to answer the original and amended Bills in Chancery of Thomas Page.

~~a plea of~~ for $ ~~Damages, $~~ . And have then there this writ. Witness, N. P. YOUNG, Clerk of our said County Court, at the Court-house, the 8th day of June 1868, in the 92nd year of the Commonwealth.

N. P. Youngblood.

Page
vs.

Indian adm

affidavit of
Jim indemnity
John D. Thompson

June 1. 1868 filed

Thomas Page
against
Charles B. Hayden adm'r. of Walton
P. Jordan dec'd, and Ro. H. Caulfield adm'r
&c. of A. G. Boykin dec'd and John
L. Thompson.

I, John R. Kelly atty for
the plt. do make oath that John L.
Thompson one of said defendants
is as I verily believe a non resident
of the state of Virginia

John R Kelly

Sworn to before me
June 1st 1868
N. P. Young Clk. Cir. Ct.
Isle of Wight County

Enclosing by Admiring a true copy of the
Letter to Rebecca A Whitfield on the 19th July
1869

E L Ellis Sheff

Page 3 Scire facias
v.
Watkins' adms. &c.

To Mar Cir. Ct. 1869.

Ellis Sh.

The Commonwealth of Virginia, to the Sheriff of Isle of Wight County, Greeting: Whereas a suit in Chancery has been depending in our Circuit Court for the County of Isle of Wight between Thomas Page Plaintiff, and Robt. H. Whitfield administrator with the will annexed of A. G. Boykin dec'd. and Charles B. Hayden admr. de bonis non with the will annexed of W. P. Jordan dec'd. defendants, and before a final decree was rendered therein, the said Robert H. Whitfield has died, and Rebecca A. Whitfield has duly qualified in the County Court of said County as his executrix. And the Plaintiff has applied for a scire facias against the said Rebecca A. Whitfield as executrix aforesaid. Therefore, we command you that you make known to the said Rebecca A. Whitfield Executrix as aforesaid, that she be before the Judge of our said Circuit Court, at the Court house, on the first day of the next term, to show cause if any she can, why the said suit should not be proceeded in to a final decree. And how you then there this writ. Witness N. P. Young Clerk of our said Court, at the Court house, the 29th. day of January, 1869, in the 93d. year of the Commonwealth.

N. P. Young Clk

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Indian adw &c

Ex libris filed
with Bill

Exp.

Thompson wife

to Geo. Deed

Page

(B.)

A D. 1855. and recorded in the Clerks Office of Isle of Wight County Virginia in B. 39. page 270. of Deeds as reference thereto will more fully appear — together with a discription of the lands, and tenements hereby Conveyed or so intended to be Conveyed by. The aforesaid John D. Thompson and Sarah his wife — party of the first — unto the aforesaid Thomas Page and his heirs party of the second part. And the said John D. Thompson and Sarah his wife, Covenants that they have the right to Convey their undivided interest in said lands and tenements named as aforesaid to the said Thomas Page and his heirs forever and that they have done no act to incumber the said lands or tenements and that they will warrant generally the property hereby Conveyed — or intended to be Conveyed. Witness the following signatures and Seals

John D Thompson (Seal)
Sarah Thompson (Seal)

State of New Jersey. County of Burlington

We Joseph Ridgeway and David Sawyer Justices of the peace for the County of Burlington in the State of New Jersey do Certify that Sarah Thompson wife of John D Thompson whose Names are Signed to the Contents hereto Annexed — bearing date the first day of January 1857 personally appeared before us in our County aforesaid, and being examined by us privately and a part from her husband, And having the writing aforesaid fully Explained to her, Whereupon the said Sarah Acknowledged the said writing ~~to be her~~ aforesaid to be her act and deed and declared that She had Willingly executed the same, and does not wish to retract it. Given under our hands this the Nineth day of November 1857.

Joseph Ridgway J. P.
David E Sawyer J. P.

County of Burlington, State of New Jersey

I Joseph Ridgway a justice of the peace for the County aforesaid in the State of New Jersey. do Certify that John D Thompson Whose Name is Signed to the Contents hereto annexed bearing date the first day of January 1857. has acknowledged the same before Me in my County aforesaid. Given under my hand this the Ninth day of November 1857.

Joseph Ridgway J. P.

In the Clerks Office of Isle of Wight County Court and State of Virginia March 30th 1858. this Deed of John D Thompson and wife to Thomas Page. Was received, and admitted to record upon the Certificates thereto annexed of Joseph Ridgway and David E Sawyer Justices of the peace for the County of Burlington in the State of New Jersey, of the acknowledgment before them of John D Thompson, and also of the privy Examination & Acknowledgment of his wife, the said Sarah Thompson.

Teste

F. C. Latimer D. C

a copy.

Teste N. S. Pomfell

This Indenture made the first day of January A.D. 1857 between John D. Thompson and Sarah his wife of Burlington County and State of New Jersey, party of the first part, and Thomas Page of the County and State aforesaid of the second part, Witnesseth, That for and in Consideration of the sum of Four Thousand Dollars in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, They the said John D Thompson and Sarah his wife, doth grant— sell and and hereby convey unto the said Thomas Page and his heirs One Moiety— or all their title and interest in and to all and Certain tracts of Land, To Wit: The property called the Sycamore Mills (Sometimes known as the McClanaghans Mill) with about fifty or Sixty Acres of land— More or less— thereto attached, bounded and described as follows, beginning at the Everetts Bridge, thence from and along by the public road that leads from the said Sycamore Mills, thence down the said road leading from the said Sycamore Mills until its intersection with the line of Marked trees— which divides the said land or premises from the tract of land Now Occupied by Ann Phillips, formerly— lands of Thomas Lawrence to the Mill pond, Thence along the line bounding the said Sycamore Mills and the Acre thereto attached and down the Everetts Bridge Creek to the beginning, which said tract lies partly in Mansfield and partly in Isle of Wright County aforesaid, which together with the above described tract the aforesaid Thomas Page and John D Thompson became seized of by Virtue of a deed of Conveyance to them from Watson P. Jordan and Ann W His wife, bearing date the first day of January.

showing the amount of principal & interest
on same; and also a separate statement
showing the amount of said debts, exclu-
ding interest on the same from the
17th. of April 1861 to the 2nd. day of April
1865 (the period during which the late
war existed); and also report to whom
the debts referred to now belong; and
that he further report what amount is
due by said Page & others under the deed
of trust from said Page to said N. P.
Young Trustee, as aforesaid. And make
report to Court, with any matters specially
stated deemed pertinent by him or
that may be required by any of the parties
to be so stated. And that notice of
the taking of such accounts, be published
once a week for four successive weeks
in the Norfolk Journal, a newspaper
published in Norfolk, and such
notice shall be in lieu of personal
notice on the parties.

Copy of Decd.

Teste J. D. Young Clk.

(C.)

Baptist Assn.

v.

Page &c.

out of the cash part of aforesaid sale, he the said Ro. H. Whitfield, as commissioner aforesaid, will pay the costs of this suit so far as ascertained, and expenses of sale, and the balance to the debts held by said Whitfield as administrator as aforesaid, and make report to Court. But before any sale shall be made by said Ro. H. Whitfield as Commissioner aforesaid, under this decree, he shall execute before the Clerk of this Court, in his office, a bond in the penalty of $10000. to pay able to the Commonwealth of Virginia conditioned for the faithful execution of the duties required of him under this decree, or that may be required of him by any future decree to be made in this cause. And unless the said land shall bring a fair price, in the opinion of said Ro. H. Whitfield, Commissioner aforesaid, he is directed not to sell the same, but bid in the same, and again proceed to resell. And the said Commissioner may leave the said land surveyed before such sale, if deemed necessary.

And the Court doth further adjudge order & decree that a Commissioner of this Court take and state an account showing the amount of debts now due by said Page & others under the deed of trust aforesaid

Pruner tract. 4th. Also the tract conveyed by Slaughter J. Caffield & wife by deed bearing date 13th March 1854, containing 7 3/4 acres to the said Page, Bartlett & Thompson. 5th The tract conveyed by Jno. T. Pruden & wife, by deed bearing date 15th of March 1854, all of which several parcels & tracts are particularly described in the said several deeds, and all of which said several tracts of land & property aforementioned, were by deed of trust, of the date of the 15th day of August 1857, conveyed to said Whitfield as trustee for Watson P. Jordan, as set forth in the said Bill. Having first advertised the same by advertisement at the Courthouse door of the said County, on some Court day previous to the sale, and at several other public places in said County, and once a week for four successive weeks in the Christian Sun a News Paper published at Suffolk Virginia, and twice a week for four successive weeks in some News Paper published in Norfolk. That the sale be made at public auction, one fourth for cash and the remainder on a credit of six, twelve & eighteen months, in equal sums, with interest from date - Taking the bonds of the purchaser with sufficient security, and retaining the title to said land until the further order of this Court. That

This Cause, in which the plaintiff has proceeded in the mode prescribed by law against absent defendants as to John D. Thompson & Jarvis A Bartlett and they still failing to appear & answer, Came on to be heard on the said Bill taken for confessed as to the defendants N. P. Young & C.B. Hayden as admr. with the will annexed of Watson P. Jordan dec'd. on whom process had been duly served and they still failing to appear & answer and on the Answer of Thomas Page this day filed by leave of the Court, & an exhibits. filed with said bill & with general replications to said answer and it was argued by Counsel. On Consideration whereof the Court without at this time deciding the question raised by the answer of said Thomas Page, doth adjudge order and decree that Robert H Whitfield, who is hereby appointed a Comm'r. for that purpose, proceede to sell before the Court house door of Isle of Wight County, on some Court day the land spoken of in the proceedings in this Cause and described as follows, 1st. the property called the Sycamore Mills with 50 to 60 acres thereto which lies partly in Nansemond & partly in Isle of Wight Counties. 2dly all that property & land in Isle of Wight County which was conveyed to one Watson P. Jordan by one Robt H Whitfield by deed bearing date 17th January 1842. which property is described by a deed from W. P. Jordan & wife his wife to said Page, Thompson & Bartlett bearing date on the 1st Jany. 1855. Estimated to Contain between 1500 & 2000. acres 3dly. also the T. W. Spratley tract, Conveyed by deed of 5th Feby. 15th 1854 Containing about 130 acres, and sometimes known as the Dixon

the deed of Trust to N. P. Young the trustee as therein named. This respondent having answered all that it is necessary for him to answer, prays he may to be dismissed &c. Signed

Thomas Page

State of New Jersey. Burlington County, to wit:

On this 15th day of April 1867, Thomas Page whose name is signed to the foregoing answer, personally came before me, and made oath that the said answer contains the truth to the best of his knowledge & belief. Given under my hand as a Justice of the Peace for the said County, and state of New Jersey, the day and date aforesaid.

Sam'l S. Deacon Justice of the Peace

And on the same day last aforesaid, to wit: in the said Circuit Court, on the 20th day of May 1867. The following decree was entered in the cause, to wit:

education and feeling, and was strongly attached to the Union of the States, and is and always has been a loyal citizen thereof, and was opposed to the attempted secession of the Southern States, and as the property aforesaid was in or near the theatre of active war, this respondent deemed it safe for him to leave. That in consequence of the war, the operations on the premises ceased, the chattel estate wasted, houses became injured, and a total breaking up of all profitable or other use of the ~~property~~ premises took place, rendering the payment of the debts above referred to, from that source impossible, and this respondent was thus deprived of the means of paying the same, by no act of his own. This respondent charges that he was before the late war, and during its continuance, and is now, a citizen of the State of New Jersey, a State lately at war against and occupying a Belligerent position towards the State of Virginia, wherein said property is situated, and the plaintiff and the holders of said Bonds reside, and that according to law, no interest can be recovered of this respondent on said debts during said war, to wit: from the 17th. day of April 1861, to the 2nd. day of April 1866, when peace was proclaimed by the President of the United States.

This respondent further says, that he is willing to relinquish all claim to the said property, if the claims now held by the plaintiff and others for the purchase money be surrendered to him and cancelled, as he says should be done under the circumstances of the case. That this respondent, did also execute

The Defendant Thomas Page, by his Counsel, with leave of the Court, filed his answer, which is in the following words & figures, to wit:
The answer of Thomas Page to a bill in Chancery exhibited against him & others, in the Circuit Court of Isle of Wight County, in the State of Virginia, by Robert H. Whitfield administrator with the will annexed of Anthony G. Boykin dec'd. &c.
This respondent saving &c. Says, that it is true, he together with John D. Thompson & Jairus H. Bartlett, did purchase of Watson P. Jordan, the property referred to in said Bill, and executed the several Bonds and deed of Trust as therein set forth. That this respondent and the said Thompson & Bartlett, were at the date of said purchase, are now and ever have been since, non residents of Virginia and residing in the State of New Jersey. That soon after the purchase aforesaid, this respondent as one of the purchasers of said property, went to Virginia, but not to become a citizen, and with laborers, team, wagons and mechanics, proceeded to improve said property, and to cut lumber, wood, build wharfs and the like, and was progressing well & profitably in the management of the said estate, till the month of in the year 1861, after the late unfortunate war had begun, when this respondent was under the necessity, for fear of personal arrest & danger, of leaving the said property and leaving the State of Virginia, where he had been temporarily sojourning, and return to his home in New Jersey.
That this respondent, was a Northern man by Birth,

column upon. The Defendants Hayden admr. of W. P. Jordan, and Young Trustee, being summoned & failing to appear a decree nisi is entered against them. And the Defendants Page, Thompson & Bartlett being non residents of the State of Virginia, as appears by the affidavit of plaintiff and return on the summons, on motion of the plaintiff, an order of publication is entered against them.

And at rules held for the said Court on the day of April 1867, on the motion of the plaintiff the cause is set for hearing as to the defendants Hayden admr. of W. P. Jordan, and N. P. Young trustee.

And at rules held for the said Court on the day of May 1867, the the order of publication as to the Defendants Page, Thompson & Bartlett having been duly published, as appears by the affidavit of the Editor of the paper in which the same was published returned filed on the motion of the plaintiff, the cause is set for hearing as to the said Defendants Page, Thompson & Bartlett.

And now at this day, to wit: At a Circuit Court for the County of Isle of Wight, held on the 20th day of May 1867, being the same day and year first hereinabove mentioned,

~~The following decree was entered in the cause.~~

~~"This cause, in which the plaintiff has proceeded in the mode prescribed by law against absent defendants, as to the defendants John D. Thompson & Lewis D. Bartlett~~

the payment of the following debts. (Viz) a Bond for Three thousand dollars bearing date 1st. Janry 1854. one 1st Janry 1856 — and bond for $3000.00 dated 1st Janry 1854. payable 1st Janry. 1857. & a bond like Sum dated and payable
all caring interest from date, but interest on all paid to Janry. 1st. 1861. The bonds were executed by Thomas Page, John D Thompson & Jarvis A Burtlett to Watson & Jordan, who assigned the two first named to R H. Whitfield who now holds the same, and these two assigned to R H. Whitfield are to be first paid. Witness my hand and Seal this the day & year first above Mentioned

Thomas Page (Seal)

A Schedule or list of personal property, referred to in the annexed Deed & designed & considered to be a part of the same as follows, one Bald face Brown Horse, 1 Iron gray Mule, 3 Brown Mules, Six light bay Mules Black Smith tools Such as Anvill, Vice, Taps Bellows &c. Wheelwright tools a Small apportment, 4 team Wagons to gether with any & all articles belonging and appertaining to the establishment at Sycamore Mills.

Isle of wight County to wit.

I Lucian E M Wills a Justice of the peace for the County aforesaid, State of Virginia do certify that Thomas Page, whose name is Signed to the writing above thereto annexed & bearing date 11th day of Feby 1861. Acknowledged the same before me in my County aforesaid. Given under my hand this 14th day of May 1861.

L. E. M Wills J.P.

In the Clerks Office of Isle of wight County Court May 23rd 1861 This Deed was received, with the certificate annexed of L E. M. Wills a Justice of the peace for the County aforesaid & of its Acknowledgement by him of Thomas Page, and thereupon the said deed is admitted to record.

Test J. P. Young C.C.

a copy Test J. P. Young C.C.

This Deed made this the 11th. day of Feby. 1861 between Thomas Page, resident of New Jersey, but sometimes of the County of Isle of Wight, State of Virginia of the first part & N. P. Young trustee of the last named County & State of the other part, Witnesseth. that the said Thomas Page does hereby bargain, sell & Convey, with genral warranty, to him the said N. P. Young trustee the following property Viz: all that tract of land Containing 130 acres more or less bounded on the North by the lands of Henry Pruden & John Wrenches heirs Shivers Mill Pond on the South East, West by the lands of the late Bullock, S. J. Cofield, Elias Bullock & Henry Pruden being the same tracts that was Conveyed by a deed bearing date the 1st. Janry. 1857. by John D. Thompson & wife & Jarvis L. Bartlett & wife to the said Thomas Page, and which had before been Conveyed to the said Page, Thompson and Bartlett by Thomas W Spratley, by Deed bearing date 15th. Feby. 1854. also a tract Containing 73 acres more or less, which was Conveyed by said Thompson & wife, Bartlett & Wife, by deed bearing date 1st. Janry. 1857. to said Page, and before by a deed bearing date March 30th. 1854. was Conveyed by Haughton J Cofield & wife to said Page, Thompson & Bartlett. also a tract of land Containing 26 acres more or less, which was Conveyed by John T. Pruden to said Page, Thompson & Bartlett by a deed dated 13th. March 1854. and there after by the deed aforesaid Conveyed to Thomas Page by said Thompson & wife & Bartlett & wife, all of which will more fully appear by reference to the said Several Deeds. and for the description & boundaries of the Several parcels or tracts of land reference is also had as much so as if the same were herein in Corporated as a part thereof, the same being of record in the Clerks Office of the County Court of Isle of Wight. also Ten Mules, one horse, 4 team Wagons & Carts, household goods, Smith & Wood Shops &c & Other articles of personal property a Schedule of which herewith appended. deemed to be taken as a part of this Deed. To have and to hold the above named tracts of land, and the said personal property to him the said N. P. Young in Trust to secure

act and deed, and declared that she had willingly executed the same and does not wish to retract it, Given under our hands this 2nd day of Feby, 1858.

Joseph Ridgeway J.P.
David E Sawyer J.P.

County of Burlington State of New Jersey

I Joseph Ridgeway a Justice of the peace for the County of Burlington in the State of New Jersey do certify that Thomas Page whose name is signed to the writing hereto annexed, bearing date the 18th of August 1857. Has acknowledged the same before me in my County aforesaid Given under my hand this 2nd day of Feby, 1858.

Joseph Ridgeway J.P.

In the Clerks office of Ashtabula County Ohio March 29th 1858. This Deed of Trust from Thomas Page & wife to R.H. Whitfield trustee for Watson & Jordan, was received and was acknowledged by R. H. Whitfield to be his act & deed & together with the certificate thereto annexed of the acknowledgement of Thomas Page and also the privy examination and acknowledgement of his said wife Eliza C. Page, before Joseph Ridgeway & David E Sawyer, Justices of the peace for the County of Burlington in the State of New Jersey, was admitted to record.

Teste A.P. Young Clk

A Copy. Teste A.P. Youngs Clk.

to sine the said Robert A Whitfield or his heirs in upon trust that he the said Whitfield shall permit the said Page to remain in quiet & peaceable possession of the said property, and take the proffits thereof to his own use until such time as he shall be required by the said Jordan his Representives or Asigns to close the trust. When after having advertised the time and place of Sale for at least Thirty days, at the door of the Court House of said County & Other public places near the premises shall expose the said property herein Mentioned & Conveyed or such part thereof as may be necessary at public Auction for Cash. Unless a Credit Shall be allowed by the said Jordan or his Asigns, or representives, and with or out of the proceeds pay first the expences attending the Execution of this trust, including a commission of five legal five per Cent, and then pay the debts or bonds herein before Mentioned, or such part thereof as may be due & the balance if any pay over to the said Page his heirs or Asigns, but if the whole of the said debt shall be fully paid off then this indenture to be void else to remain in full force & effect, Witness our Signatures and Seals this the day & Year first above Written.

Thomas Page (Seal)
Elisa E Page (Seal)
Robert A. Whitfield (Seal)

State of New Jersey, County of Burlington

We Joseph Ridgeway and David Sawyer Justices of the peace for the County of Burlington in the State of New Jersey, do certify that Eliza E. the wife of Thomas Page whose names are signed to the to the writing writ annexed bearing date the 15th August 1857, personally appeared before us in Our County aforesaid, and being examined by us privily and apart from her husband, and having the writing aforesaid fully Explained to her She the said Eliza E. acknowledged the said writing to be her act and

ginning, which said parcel of land lies partly in Nansemond and partly in Isle of Wight County, and Secondly, Also all that property and land in Isle of Wight County which was Conveyed to the W. D. Jordan by one Robert A Whitfield, by deed bearing date the 17th January 1842, except the ~~Hardock~~ Damon Mills Tract and a parcel of land thereto Attached or adjoining which ~~two~~ together amounts to or Contains about 270 Acres, which (the first excepted) Tracts are described by boundaries Mentioned in a Deed from the said W. D Jordan and Anna his wife, to the said Page & Thompson therein after referred to and are Now the property of said Jordan, lies that is, The said property or land in the Second place Mentioned in the County of Isle of Wight, & is estimated to Contain between 1500 & 2000 Acres & is the same property which was sold and Conveyed by the said Watson D Jordan & Anne his Wife, to the said Thomas Page & J. D. Thompson, by a Deed bearing date the 1st day of January 1855, and of record in the Clerks Office of the County aforesaid, to which reference is had for the boundaries, As well as for the said Sycamore Mills and the property first Mentioned, also thereby Conveyed. Third. as also That Penalty tract containing about 130 Acres, being the tract known as the Dixon Pinner tract & bounded on the North Henry Pruden John Wrenches heirs land, Shivers Mill Pond, on the South East & West by Isaac Bullock, S. J. Copeland Elias Bullock & Henry Prudens land, And See Deed Feby 13th 1854. Fourth. & also the tract conveyed by Slaughter J. Copeland & wife to Thomas Page, & John D. Thompson & J. D Bartlett, bearing date the 13th day of March 1854. Containing 73 Acres to which deed reference is had for the boundaries & discription & also & Fifth. the tract of land Conveyed by John T. Pruden & wife to Page Thompson & Bartlett, by deed bearing date 15th March 1854. for the boundaries & discription of which reference is had to the said Deed. To have & to hold the several above granted tracts of land the houses thereon, the Mill &c & the privileges thereto Attach

An Indenture Made this 15th. day of August 1857. between Thomas Page and Eliza C his wife of the State of New Jersey of the first part, Robert A Whitfield Trustee of the second part, and Watson P Jordan of the third part: the two last of Isle of Wight County, State of Virginia. Whereas The said Thomas Page is justly indebted to the said W. P. Jordan in the several Sums as followers Viz.) in the Sum of Three Thousand dollars as will appear by a Bond thereof, bearing date the 1st. January 1854. and Endorsed the 1st. January 1855. in the like Sum of Three Thousand dollars by bond dated 1st. January 1856. and in the further Sum of Three Thousand, by bond dated and payable the 1st. January 1857. each bearing date the 1st. January 1854. each Carring interest from the 1st. January 1854. and each of said Bonds signed or executed by the said Thomas Page & John L. Thompson & J. Bartlett, all of which debts is desirous of securing the payment of. Now this deed Witnesseth that for & in Consideration of the premises and the Sum of one dollar in hand paid by the said Robert A Whitfield to the said Page They the said Thomas Page and Elizabeth C his wife do hereby grant, bargain Sell and Convey with general Warranty unto the said Robert A Whitfield and his heirs as trustee, The following property Viz. First the property called the Sycamore Mills: Some times known as the Mclanaghan's Mill) With about 50 or 60 Acres of land thereto attached, bounded and described as followers, beginning at the Everitts Bridge, thence from and along the Public Road leading or running from the said Sycamore Mills, until its intersection with a line of Marked trees) And thence along said line of Marked trees, which divides the said land from the parcel occupied by Wm Fentress, formerly Thomas Lawrence's) to the Mill Pond, thence along the line bounding on the said Sycamore Mills and the race thereto attached, down Everitts bridge brook to the

"$180. Recd. one hundred & eighty dollars interest on within to 1st. of Janry. 1855. W. P. Jordan

"$180. Recd. interest on within to 1. Janry. 1856. W. P. Jordan.

"$180. Recd. interest to 1. Janry. 57. say $180. W. P. Jordan.

"$180. Janry. 27. 1858 recd. interest to 1. Janry. 1858. W. P. Jordan.

"$180. Recd. int. to 1. Janry. 1859. W. P. Jordan.

"Pay the within to R. N. Whitfield assns. of A. G. Boykin and I hold myself responsible for the sure payment of the within amount, provided that if suit be not brought hereon within six months after written notice shall have been given to sure, that then my responsibility will, after the expiration of said six months, cease. Janry. 19. 1859 — I assign the trust deed securing this also. This bond is valued at $3000. W. P. Jordan

"Decr. 30. 1859. Recd. $180. int. on this note to 1. Janry. 1860. paid through the hands of W. P. Jordan. R. N. Whitfield

"One hundred & eighty dollars int. to 1 Janry. 1861. R. N. Whitfield

"$180. Rec'd. one hundred & eighty dollars interest of within to 1st.
"Jany. 1855. W.P. Jordan
"$180. Rec'd. interest to 1st. Jany. 1856. W. P. Jordan.
"$180. Rec'd. interest to 1st. Jany. 1857 — W. P. Jordan.
"$180. Rec'd. interest to 1st. Jany. 158 — W. P. Jordan.
"$180. Rec'd. interest to 1st. Jany. 159 — W. P. Jordan.
"Pay the within to R. H. Whitfield assn's. of A. G. Boykin
"and I hold myself responsible for, and guarantee the
"payment hereof, provided Rec'd if suit be not brought
"within six months after written notice shall have been
"given to me, that then my responsibility is to cease from
"such period, if suit be not brought. I assign this with
"the deed of trust securing this note also. Jany. 19. 1859.
"W.P. Jordan

"Dec's. 30. 1859. Rec'd. $180. interest on this note through the hands
"of W.P. Jordan - being int. to 1. Jany. 1860. R. H. Whitfield
"Jany. 1. 1861. Rec'd. $180. int. to 1. Jany. 1861. R. H. Whitfield
"Rec'd. of N.P. Young Trustee the sum of $1478.75 being the amt.
reported by Hayden Com'r. of sales of mules, waggon, &c $100.
advanced to Page by me - Sept. 9. 1861. R. H. Whitfield"

"$3000. On demand the first day of January 1857, we
promise to pay Watson P. Jordan, his heirs or assigns, the
sum of Three Thousand dollars, lawful money of Virginia, with
interest from the first day of January 1854, till paid. which
payment well and truly to be made, we bind ourselves, our
heirs &c. jointly & severally by these presents. as witness our hands
& seals this first day of January 1854"
"Witness present. } "Thomas Page (Seal)
"C. W. Palmer } "Jno. D. Thompson (Seal)
"Jamis H. Bartlett (Seal)

Endorsements on above bond

females, and all without the means to obtain the necessaries of life. That the said C. B. Hayden admr. as aforesaid, be restrained from paying over the fund or effects in his hands, or hereafter acquired, to any party, until the above Bond or debt be paid. And from the circumstances of the case, the non residence of the other defendants, and the insolvency of them, and each of them, as your orator verily believes to be so, and so charges, he further prays that the said C. B. Hayden, admr. as aforesaid, be ordered to pay the amount thereof forthwith, as it is obvious no process from our Courts can be served on the above defendants, and if judgment was obtained, would be unavailing. And that the real estate of said Jordan may be held liable therefor. And grant all other & further relief - may be meet & fit in the premises, and to equity may seem just. And grant the process &c."

"Rob. H. Whitfield admr. with the will annexed of A. G. Boykin"

Exhibits.

"Jan. On demand the first day of January 1856, we promise to pay Watson P. Jordan, his heirs or assigns the sum of three thousand dollars, lawful money of Virginia, with interest from the first day of January 1854 till paid. Which payment well & truely to be made, we bind ourselves, our heirs &c. jointly & severally by these presents. As witness our hands & seals this first day of January 1854."

"Witness present. }
C. W. Palmer }"

"Thomas Page (Seal)
Jno. D. Thompson (Seal)
Jason H. Bartlett" (Seal)

Endorsements on above bond.

Watson P. Jordan dec'd. in the hands of the said C. B. Hayden, his representative, as well as the real estate of the deceased, is liable for the above bonds or debts, as no order has ever been given according to the terms of said endorsements thereon, either by the said Jordan in his lifetime, or his representative or any of them. It is impossible for your orator to know the condition of the affairs of the estate of said Jordan dec'd. as his representative is endeavoring to settle his estate; great injury may be done your orator, if the effects in his hands be distributed among the legatees & distributees of the deceased; and your orator therefore, prays, that the said Hayden be enjoined & prohibited from paying over the said effects, as well as any other which may come to his hands, from the sale of real or other property, until your orators debts are fully satisfied. Your orator is without adequate remedy save in this Honorable Court, where matters of this sort are properly cognizable. To the end therefore, that justice may be ~~done~~ administered in the premises, he prays Thomas Page, Jno. D. Thompson & Davis & Bothell who being absent debtors & non residents, having been duly proceeded by "order of publication" according to law, and C. B. Hayden as administrator de bonis non with the will annexed of Watson P. Jordan dec'd. be made parties defendants to this Bill, and be compelled to answer the same. That the trust deed may be closed, & the property therein conveyed be sold and the proceeds be applied to the payment of your orators debts belonging to the said Boykins estate. The Children of said Boykin, with the exception of one, are minors, two of whom are

conveyed to your orator, was abandoned by the purchasers about June 1861 — They have not since either of them returned since the war closed to repair the same. The property has necessarily much decayed during the interim, having also been much pillaged, trees cut & carried off, houses removed by persons near by, and your orator believes is still pillaged — This your orator could not prevent. Since the close of the war, he has repeatedly written to Thomas Page relative to this property and the payment of the debt, but he, in his answer, has refused to pay the same, or even supply your orator with means necessary to pay taxes, or to sue those who had pillaged & destroyed portions thereof. Under the circumstances above alluded to, the value of the property, as a security for his debt, has been greatly diminished, and will continue to depreciate to the great injury of the estate of said A. G. Boykin dec'd. as well as to the owners themselves. Your orator, therefore prays that said property, as well as any other belonging to the said debtor in this State, be attached, and be sold, the trust deed be closed, and the proceeds be applied to the satisfaction of said debt. Your orator has no desire to injure in any way the said Page, Thompson & Bartlett, as he so repeatedly stated in his correspondence with said Page, as far back as June 1865. And has urged upon the said Page (between whom & your orator, a warm friendship has subsisted) to come on to Virginia to attend to the property, and all the aid should be given him by your orator. But all in vain, and your orator is reluctantly constrained, for the protection of the estate he represents, to institute this suit to obtain relief as aforementioned. Your orator further states, that the estate of the said

time when payable, your orator cannot with accuracy say, as he has possession of only two of them. That thereafter, on the said purchaser executing a deed of trust, to your orator as trustee, bearing date the - - - conveying the property above named, as well as several other tracts of land, viz: - - - as will more fully and clearly appear by reference to a copy of said deed of trust, herewith filed and prayed to be taken as a part of this Bill, to secure the payment of said (three) bonds. That thereafter on the 19th. January 1859, the said Watson P. Jordan duly assigned two of said bonds, to your orator as administrator of Anthony G. Boykin dec'd, holding himself responsible, until the same should be paid on said bonds, within six months after written - which shall have been given to run thereon - as will appear by endorsements on said bonds, which are herewith filed as parts of this Bill. The said W. P. Jordan also assigned the deed of trust, aforementioned, to your orator, and retained himself the other bond, which, on his death, passed to his representatives, and he alleges, is now in the hands of Charles B. Hayden as administrator de bonis non with the will annexed of the said Watson P. Jordan dec'd. - Your orator charges, that subsequently, the said Thomas Page conveyed certain property, to secure debt due to your orator, to N. P. Young as trustee, as will appear by reference to a copy of the trust deed, herewith filed as a part of this Bill. That the said Bonds are still due to your orator, subject to the credits on them severally. That the said Page, Thompson & Bartlett, are non-residents of the State of Virginia, as they have ever been, being residents of the State of New Jersey. That the said property

Page, John D. Thompson and Jason H. Bartlett are non residents of the State of Virginia."

"Robt H. Whitfield"

"Sworn to and subscribed before me, in my office, the 16th. day of Feby. 1867."

"N. P. Young Clk."

And at another day, to wit: at Rules held in the Clerks office of the Circuit Court of Isle of Wight County, aforesaid, on the 6th day of March 1867, came the plaintiff by his attorney, and filed his Bill against the defendants, together with the exhibits in said Bill referred to - which Bill & exhibits are in the following words & figures, to wit:

To the Hon. Richd. H. Baker judge of the Circuit Court of Isle of Wight County, in Chy: Sitting - humbly complaining, sheweth unto your Honor, your orator Robt H. Whitfield admor. with the will annexed of Anthony G. Boykin dec'd. and as trustee for Jordan, Page, Thompson & Bartlett; that on or about the first day of January 1854, one Watson P. Jordan, then living though now dead, sold and conveyed to Thomas Page, John D. Thompson and Jason H. Bartlett, non residents of the State of Virginia, a valuable real estate, consisting of valuable mill property called the "Sycamore Mills" or "McClannagans Mills", with a large body of land, containing about 1700 acres, more or less, a description of which will more fully appear by reference to a copy of the same herewith filed and prayed to be taken as a part of this Bill. And for the purchase money of said land the said Page, Thompson & Bartlett, executed three bonds, each bearing date the 1st. Jany. 1854, each for $3000.00, and payable severally first day of Jany. 1856, 1857 & 1858, though, as to one of these bonds, the

Bartlett - "The object of this suit is to attach all the property, both real and personal, of the defendants Thomas Page, John D. Thompson and Jarvis A. Bartlett, conveyed by them or either of them, by deed of trust to Robt N. Whitfield trustee for the benefit of Watson P. Jordan, and by deed of trust to N. P. Young trustee for the benefit of Robert N. Whitfield administrator with the will annexed of Anthony G. Boykin dec'd: which deeds are of record in the Clerk's office of Isle of Wight County Court. and also any other property of the said Page, Thompson and Bartlett, or either of them, that may be found"

Return:- Executed by delivering a true copy of the within to E. B. Hayden on the 19th. Feby. 1867."

"E. L. Eley sh'ff."

"Executed on N. P. Young trustee. Page, Thompson and Bartlett no inhabitants" "E. L. Eley sh'ff."

The following is the affidavit of the plaintiff.

"This day Robt N. Whitfield administrator of Anthony G. Boykin dec'd: came before me N. P. Young Clerk of the circuit court of Isle of Wight county and made oath Thomas Page, John D. Bartlett Thompson and Jarvis A. Bartlett are indebted to him in manner & form as follows, to wit: in one bond executed by them to Watson P. Jordan on the 1st. day of Jany. 1854 for the sum of $3000. with interest from the 1st. day of Jany. 1861. and on other bond executed to the said W. P. Jordan on the same day, for the like sum of $3000. with interest from the 1st. day of Jany. 1861. (subject to a credit of $1478.75 paid on the 9th. day of September 1861 - which said two bonds were assigned by W. P. Jordan to R. N. Whitfield admr. of Anthony G. Boykin dec'd; and are now held by him. And that the said Thomas

Pleas at the Courthouse of the County of Isle of Wight, before the Circuit Court of Isle of Wight County, on the 20th. day of May 1867.

Be it remembered, that heretofore, to wit: on the 16th. day of February, in the year aforesaid, came Robert A. Whitfield administrator with the will annexed of Anthony G. Boykin dec'd: by his attorney, and sued out of the office of the said Circuit Court, a summons against N. P. Young trustee for Page &al; Thomas Page, John D. Thompson, Jarvis A. Bartlett, and Charles B. Hayden administrator de bonis non with the will annexed of W. P. Jordan dec'd: which summons, with the endorsement & return thereon made, is in the words and figures following:

The Commonwealth of Virginia, To the Sheriff of the County of Isle of Wight - Greeting: We command you to summon N. P. Young trustee for Page &al. Thomas Page, John D. Thompson & Jarvis A. Bartlett, & Charles B. Hayden administrator de bonis non with the will annexed of Watson P. Jordan dec'd and to appear on the first Monday in March next (being rule day) at the Clerks office of the Circuit Court for the County of Isle of Wight, directed to be holden at the Court-house thereof, to answer the Bill in Chancery of Robert A. Whitfield administrator with the will annexed of Anthony G. Boykin dec'd: and trustee for Page &c - And have then there this writ. Witness, Nathaniel P. Young, Clerk of our said Court, this 16th. day of February 1867, and in the 91st. year of the Commonwealth.

N. P. Young Clk.

Endorsement made on the forgoing summons, at the direction of the plaintiffs attorney, after was made, affidavit of the non residence of the defendants Page, Thompson and

C. B. Hayden adm.
of W. P. Jordan dec.

cert. of qualifd.

D.

At a quarterly Court held for the County of Isle of Wight, On Monday the 7th. day of March 1864.

On the motion of Charles B Haydon (with the consent of the parties) who made Oath. and with Watson P. Jordan, S. Junius Wilson, Wm. W. Crocker, J. O. Thomas, & N. P. Young his securities, who Justified, entered into & Acknowledged their bond in the penalty of $70000:00 Condition ac= cording to law— administration de bonis non with the will annexed is granted him on the estate of Watson P. Jordan dec'd. Ordered that Edwin Morrison, Sampson White, F. F. P. Cowper, Wm. H. Jordan, & S. G. Boykin or any three of them Appraise the estate, being first Sworn, and make report,

A copy. Teste

N. P. Young Clk.

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AT RULES HELD IN THE CLERK'S OFFICE of the Circuit Court of Isle of Wight County, the 8th day of July 1868.

Thomas Page,

Complainant,

IN CHANCERY,

Against,

C. B. Hayden Administrator de bonis non with the will annexed of W. P. Jordan, dec'd., Robert H. Whitfield Administrator with the will annexed of Anthony G. Boykin dec'd, and John D. Thompson,

Defendants.

The object of the suit is to obtain an abatement or reduction from the amount due by the Complainant to the Defendants Hayden Administrator of Jordan, and Whitfield Administrator of Boykin. And it appearing, by the return of the Sheriff, that the Defendant Thompson is not a resident of the State of Virginia; it is ordered that he do appear before the Circuit Court of Isle of Wight County, within one month after due publication of this order, and do what is necessary to protect his interest.

A Copy—Teste,

N. P. YOUNG,
Clerk,

jan 1-4t
Jno. R. Kilby, p q.

Price of adv. $7.00

I do hereby certify that the annexed notice has been published in the "Christian Sun" once a week for four successive weeks, and that the price charged is according to our regular advertising rates— Given under my hand this 5th day of September 1868.

W. B. Wellons
Ed. & Pr. Sun

AT RULES HELD IN THE CLERK'S OFfice of the Circuit Court of Isle of Wight County, the 8th day of July 1868.

Thomas Page,

Complainant,

IN CHANCERY,

Against,

C. B. Hayden Administrator de bonis non with the will annexed of W. P. Jordan, dec'd., Robert H. Whitfield Administrator with the will annexed of Anthony G. Boykin dec'd, and John D. Thompson,

Defendants.

The object of the suit is to obtain an abatement or reduction from the amount due by the Complainant to the Defendants Hayden Administrator of Jordan, and Whitfield Administrator of Boykin. And it appearing, by the return of the Sheriff, that the Defendant Thompson is not a resident of the State of Virginia: it is ordered that he do appear before the Circuit Court of Isle of Wight County, within one month after due publication of this order, and do what is necessary to protect his interest.

A Copy—Teste.

N. P. YOUNG,

Clerk,

au14-4t

Jno. R. Kilby, p q.

Price of adv. $7.00

I do hereby certify that the annexed notice has been published in the "Christian Sun" once a week for four successive weeks, and that the price charged is according to our regular advertising rates. Given under my hand in Suffolk, Va., this 6th day of September, 1868.

W. B. Wellons

Ed. & Proprietor