

1872-007 Chancery Causes. Joseph C. Norsworthy vs Otelia C. Norsworthy & d

Isle of Wight County

other surnames: Parker, Neville
Whitfield, Pruden

KNOW ALL MEN BY THESE PRESENTS, That we, *John Goode jr.*
and Jas. R. Kilby

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *four*
thousand Dollars,

to the payment whereof well and truly to be made to the said Commonwealth of Virginia, we bind ourselves
and our heirs, executors and administrators, jointly and severally firmly by these presents. Sealed with our

seals, and dated this *1st* day of *February* one thousand, eight hundred and *fifty nine*

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the said *John Goode jr.*
who has been appointed Commissioner in the suit of Jos. C. Newmorth v. Geo. F. Murre and of Sarah Newman vs.
for the sale of the real estate in the proceedings mentioned

shall faithfully discharge the duties of his said office, then this obligation to be void, or else to remain in
full force.

Signed, sealed, acknowledged and }
delivered in the presence of }

John Goode jr.
John R. Kilby



Norwattly &
or. Glend. Road
Norwattly &

Ed. Filed

One year after date, but with interest from the 1st January 1857, I bind myself & heirs to pay to Robt. Whitfield ast for Jas. C. Norworthy & als: the sum of Six hundred dollars. (\$600.00): being the first instalment of the price of the Farm called the "Island" conveyed to me this day by a deed executed by the children of N. W. Norworthy & als: witness my hand & Seal this the 21st Nov: 1860.

Sarah Newman (Seal)

Two years after date, but carrying interest from the 1st of January 1858, I bind myself & heirs to pay to Robt. Whitfield ast for Jas. C. Norworthy & als: the sum of Six hundred dollars (\$600.00): (being the second instalment of the price of the Farm, called the "Island" conveyed to me, by a deed of even date herewith, by the children of N. W. Norworthy & als:) witness my hand & Seal this the 21st Nov: 1860.

Sarah Newman (Seal)

Three years after date, but carrying interest from the 1st January 1861, I bind myself & heirs to pay to R. Whitfield ast for Jas. C. Norworthy & als: the sum of Six hundred dollars: being the last instalment of the price of the land called the "Island", conveyed to me by a deed of even date herewith, by the children of N. W. Norworthy & als: But as to the sum of three hundred dollars: a part of this obligation, there is this condition annexed: viz: That as James N. Norworthy, one of the parties to said deed, being entitled to 1/8 of the said land, & being under age, shall refuse to convey his title & interest therein after he attains his majority: or if he dying before, his heirs shall refuse to convey his said share, title & interest: or if for any other cause the undersigned shall fail to obtain his, (J. N. Norworthy), title then as to the said sum of \$300.00, the undersigned is not bound to pay, until his the said Jas. N. Norworthy's, interest & title as aforesaid is conveyed to the undersigned, her heirs, devisees, or assigns. Witness our hand & Seal the 21st Nov: 1860.

Sarah Newman (Seal)

March 18. 1802 Interest paid on this bond, and one hundred & thirty one dollars
and fifty cents. By order of the principal.

Sarah Newmow

Interest paid on the note to March 19. 1802

R. H. Whitfield

Interest paid on this bond to March 19. 1802

R. H. Whitfield

An Indenture made this the 21st day of November in the
Year One Thousand eight hundred and Sixty (1860) between
Joseph C. Norworthy, Otelia C. Norworthy, Nathl. W. Norworthy,
Lauretta Norworthy, James R. Norworthy, Henry R. Parker and
Fannie Parker his wife (formerly Fannie Norworthy) parties
of the first part; And Sarah Newman of the second part,
all at present time aforesaid, of the County of Isle of Wight,
State of Virginia. Whereas, the said parties of the first
part, did, besides other property, offer for sale, by & through
One Robert H. Whitfield, whom they constituted their attorney
and Agent, for such purpose, On the day and year above
mentioned, at Public Auction, a tract of Land sometimes known
as the "Island," being the tract of Land whereon the late Joseph
Norworthy did live and die and which was devised by his
last will and Testament to the said parties of the first part,
and supposed to contain 300 Acres; and at the sale so made,
the said Sarah Newman became the purchaser, at the sum
of Eighteen hundred Dollars, payable in equal instalments,
of One, two and three years; with interest from 1st day of
January 1861. With a lien on the premises to secure the
purchase money. And it is the desire of said parties to complete
the said Sale & convey title &c. Therefore This Indenture Witnesseth,
that the said Joseph C. Norworthy, Otelia C. Norworthy,
Nathl. W. Norworthy, Lauretta Norworthy, James R. Norworthy,
Henry R. Parker & Fannie Parker, do hereby grant, bargain,
sell and convey, with general warranty, all of their several
interests in and to the said farm called the "Island," above
mentioned, bounded by the lands of W. H. Jordan, the
plainfield farm and the Ragged Islands of Riddick &
Gooswin & supposed to contain 300 Acres though the
said tract is sold in gross (no matter what the number
of acres may be) To her the said Sarah Newman then
hers forever, To have and to hold the above granted premises,

with all the honors, honors & privileges thereto attached, to her the said Sarah Newman and her heirs in fee Simple. But to guard against Misconception it is understood between the said parties, that as to the warranty aforesaid each of the said parties, Warrant only as to his or her Share or portion thereof, And as James R. Kersworthy is not twenty one of age, it is understood as a part and Condition of said purchase, that if the said James R. Kersworthy after he attains twenty one years of age - fails and refuses to satisfy said Sale & Convey his title to his portion of said Land; or if he should die before his Majority, and his heirs likewise refuse, then and in either case, the said Sarah Newman is authorized to retain the amount of the said James R. Kersworthy's Share in the price of the said Land, until his said title to the said Land is conveyed to her, And it is further understood, that the said Robt. H. Whitfield is the Agent and Attorney of the said parties. and Authorized to recover the Bonds for the price of the said Land, or the proceeds thereof And that for the said price, the premises is deemed to be subject to the payment of, and is subject to a lien for the same: Witness our hands and seals this the day and year first above written.

Joseph C. Kersworthy (Seal)
 N. W. Kersworthy (Seal)
 Lauretta Kersworthy (Seal)
 Ottilia Kersworthy (Seal)
 James R. Kersworthy (Seal)
 Henry R. Parker (Seal)
 Fannie M. Parker (Seal)

State of Virginia City of Norfolk to wit.

I William H. C. Ellis a Notary Public for the City aforesaid in the State of Virginia do Certify that Joseph C. Kersworthy whose name is signed to the writing above bearing date

on the 21st day of November 1860. has acknowledged the same before me in my City aforesaid. Given under my hand this 6th day of December 1860.

Wm. H. C. Ellis N. P.

State of Virginia County of Isle of Wight to wit.
 We John T. Brunkley and Joseph B. Hodgeson Justices of the peace for the County of Isle of Wight, in the State of Virginia do Certify that Fannie Parker (formerly Fannie Kersworthy) wife of Henry R. Parker, whose names are signed to the writing above or did hereto annexed bearing date the 21st day of November 1860. personally appeared before us, in the 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 Fannie Parker acknowledged the said writing to be her act, and declared that she had willingly executed the same & does not wish to retract it. Given under our hands this 15th day of December 1860.

Joseph B. Hodgeson J. P.
 John T. Brunkley J. P.

State of Virginia Isle of Wight County to wit:
 I Joseph B. Hodgeson a Justice of the peace for the County of Isle of Wight in the State of Virginia, do Certify that Henry R. Parker, Lauretta Kersworthy, Ottilia C. Kersworthy Kathl. M. Kersworthy, and James R. Kersworthy, whose names are signed to the writing (or did hereto annexed bearing date on the 21st day of November in the year Eight hundred and Sixty (1860) have and each of them has, acknowledged the same before me in my County aforesaid. Given under my hand this the 15th day of Dec. 1860.

Joseph B. Hodgeson J. P.

In the Clerk's Office of Isle of Wight County Court January 7th
1861. This Deed was received, with the foregoing Certificate
of ~~Wm. H. C. Ellis~~ a Notary Public for the City of Norfolk. Unwitnessed
by Joseph R. Hodges and John T. Bunkley and also the
Certificate of Wm. H. C. Ellis a Notary Public for the City of
Norfolk. of its Acknowledgment before them by the parties
and admitted to record.

Teste

N. P. Young Clerk.

Respectfully Obedt

To the Deed

David Freeman

Nov. 21st 1860

"
J. H.

J. C. Barnard

11

See many and other.

This day this
Cause came on to be again heard
upon the paper formerly read and
upon the report of John Good to
Special Commissioner showing a
payment of nine hundred and nine
ten dollars and sixteen cents \$919.16,
to John R. Kelly Commissioner in
the suit of "Prudential Insurance
Company" now pending in the Circuit
Court of this County to which report
no exceptions have been filed and
was agreed by counsel. Upon con-
sideration whereof the Court doth
adjudge order & decree that said
report be confirmed.

And nothing further remaining
to be done in this Cause, it is
ordered to be removed from the
docket.

J. C. Hornsby

7

See many adn
or this -

Feb. Term 1872

Dual degree

By the undersigned

Geo. B. Johnson

Entered

J. C. Hornum & others

vs

the City.

Hornum & others

This day

this cause came on to be again heard upon the papers formerly read on the restraining order of the Circuit Court of the City of Washington in the suit of "Pruden & wife vs Hornum & others" and upon the report of John Goode Jr. Special Commissioner to which report no exceptions have been filed and was argued by counsel.

On consideration whereof the Court doth confirm the said report and doth by judge order and decree that the said Special Commissioner John Goode Jr. do deposit in the Citizens Bank of Washington the amount of money appearing by his report to be in his hands subject to the order of the Circuit Court of the City of Washington in the suit of "Pruden & wife vs Hornum & others" and that he do convey by deed with special warranty the said tract of land in the bill and proceedings mentioned to William H. Loomis the purchaser thereof. And he is directed to report his proceedings herein to Court.

township

4

Penman area

- Secs

June Term 1871

to be entered

Geo. K. Johnson

J. C. Norworthy

vs

$\frac{3}{3}$ In Chancery.

Sarah Neomaris per. rep. & others.

This day this cause which appears to have been regularly matured at rules came on to be heard upon the Bill of the Plaintiff taken for confessed as to all the defendants, and upon exhibits, and was argued by counsel. Upon consideration whereof the Court doth and judge order and decree that John Gode Jr. who is hereby appointed a Commissioner for that purpose, do sell the tract of land in the Bill and proceedings mentioned known as the "Island" and supposed to contain three hundred acres at the front door of the Court House of Isle of Wight County on a Court-day to the highest bidder at public auction, after having advertised the same for two weeks, in one or more of the newspapers published in the City of Norfolk, and by putting notice of the said sale at some of the most prominent places of public resort in the said County; upon

the following terms, to wit:— A sum sufficient, in cash, to pay the costs of suit and expenses of sale, and the residue of the purchase money upon a credit of six, twelve and eighteen months equal installments, the purchaser to give bond with good personal security and the title to be retained until the further order of the Court. But the said Commissioner is not to act under this decree, until he shall have entered into bond with good security, before the Clerk of this Court in the penalty of four thousand dollars payable to the Commonwealth of Va and conditioned for the faithful performance of his duties as such Commissioner. And the said Commissioner is directed to make report of his proceedings herein to the Court.

And the Court doth further adjudge order and decree that it be referred to one of the Commissioners of this Court to take the following accounts:

1. An account of all the outstanding debts and demands

against the Estate of the said
Sarah Newman, dec'd. -

2.nd An account of the transac-
tions of the said George L. Neville
as pers. rep. of the said
Sarah Newman dec'd. -

J. C. Norworthy
vs.

Sarah Newmans per.
Rep. and others.

To be returned

W. H. Loring

Ex. D.

J. C. Hornsby

4

On the 17th

Dear Mr. Adams

To the Hon. Geo. R. Atkinson Judge of the
County Court of 2nd of March

The undersigned Special Commissioner
in this case has to report, that
he has paid to John R. Kelly born
in the suit of "Pendergast v. Hornsby
and others" now pending in the Cir-
cuit Court of this County the sum of
\$919.16, the amount in his hands as
Special Commissioner and that
said payment was made in ac-
cordance with the check enclosed
herewith of the sum of \$919.16. The
Receipt of the said John R. Kelly
born is herewith returned.

Respectfully submitted

John Gould

Sp. Comm.

Commonly

as

hemorrhoids

or other

Report of Sp. Ben.

Feb term 1872

filed

1872 Jan'y 22^d Rec^d. of John
Gorde Jr Exp. nine hundred &
nineteen dollars & 16^c in full
of \$780.06 & Int. Thereon, as directed
to be paid & we by Decree of Oct. 21,
1871 Jole of Wight Circuit Court, in
the case of Pruden & v. Trustworthy &

John R. Kilby

\$919.16.

Come

J. C. Moser vs.
Sarah Newman's adm^r & others.

This day this cause came on to be again heard upon the papers formerly read and upon the report of Special Com^r Govele, to which report there are no exceptions and was argued by counsel. Upon consideration whereof the Court doth confirm the said report, and the sale therein mentioned and doth adjudge order and decree that the said Commissioner do withdraw the bonds returned with his report and account the same as they fall due respectively or sooner at the option of the purchaser and make report of his proceedings to the Court in order to a further decree,

J. D. Mansfield
et al;
Newman & Adams

Trices

to be entered

of the Court

Received of the Clerk of the County Court of Isle of Wight
the bonds referred to in the within decree to wit three bonds
executed by W. H. Turner & Thomas B. Ainsworth for \$248:00
each, due respectively six, twelve & eighteen months after
date and dated 1st day of February 1869.

Aug 2nd 1869.

John Gooden
Clerk.

I. C. Hornworthy

¹⁴
Sarah Hornman and others

To the Hon Geo. R. Atkinson Judge of the County
Court of Isle of Wight.

The undersigned
Special Commissioner in the suit of
"I. C. Hornworthy vs Sarah Hornman and
others" begs leave to report that in
accordance with the decree pro-
nounced in said case at the

Term 1869 he withdrew the
bond returned with his former
report and has collected the same
as they fell due respectively. The three
bonds of \$245 each making in
the aggregate the sum of \$735 - with
the accrued interest thereon, ^{all} have been collected
and the money is now in the hands
of your Commissioner. It is proper
to state that in the suit of "Aaron
Pruden & wife vs Hornworthy & others"
now pending in the Circuit Court of
Isle of Wight, your Commissioner has
been restrained from paying out
the said money until the further
order of that Court.

Respectfully submitted

John Good & H. Com

Forerworthy

Or?

Heinmanns and
a others

Repat of H.
born.

June Term 1871

J. C. Horsey

Sarah Newman's Adm. + others.

To the Worshipful the Justices
of the County Court of Isle of Wight.

The undersigned Special Commissioner begs leave to report, that in pursuance to a decree pronounced in this cause at the January Term 1869, he proceeded to sell at the Front door of the Court House of Isle of Wight County on the first day of the February Term the tract of land in the Bill & proceedings mentioned herein as the "Island", after having advertised the same for two weeks in the Norfolk, Virginian and Norfolk Journal, and after posting notices of said sale at several of the most prominent places of public resort in the said County. The sale was made upon the terms directed by the said decree, and William H. Turner being the highest bidder became the purchaser for the sum of \$885.00, of which amount the sum of \$150 was paid in cash and bond executed for the residue, six, twelve and eight-

Seven months, in equal instal-
ments, with Thomas Bottinore
as security.

Whole Amt. Sales		\$885.00
Cash paymt.	\$150.00	
Three, bonds, 6, 12 & 18 months		
Each in the sum of	\$245.00	\$735.00
	<u>885.00</u>	<u>\$885.00</u>

Amt. Cash paymt.		\$150.00
Commissions on sale	\$27.70	
Atlys. fee & Dist Tax	30.50	
Auctioneer's	5.00	
Cost of advertising	29.24	
Clerk's & Sheriff's fees	6.50	
Bal in hands of Court	51.06	
	<u>\$150.00</u>	<u>\$150.00</u>

Vouchers for payments made and
the bonds of the purchasers are
herewith returned.

John Goode Jr

Sp. Commissioner

Clerk's fee, estimated at \$6.00

Paid A.P. Gentry

J. C. Massey
vs.

Sarah Newman's Adm^r

Report of Special
Commissioners -
=

Bonds & Vouchers
=

1868
Oct 17
J. A. Norcross
To Ed Ely Shiff of Lofus Dr
To E. E. visit on H B Parker 50
of John Gerdie
Recd payment
Ed Ely Shiff

Norfolk. Oct 31st 1868

Dear Sir:

I enclose papers
in the suit of Commonwealth vs
Parksman Adams & others. I want
the Bill to be filed at once
and if process has not been served
on Parker & wife. please get
Parker to acknowledge service
at your Court on Monday next

Yrs truly

John Good Jr.

P.S. I will bring the bonds paper
and to in the Bill to your office

S. HODGES & CO., PROP'R'S.

VIRGINIAN NEWSPAPER & JOB PRINTING OFFICE.

JOB PRINTING NEATLY AND
PROMPTLY EXECUTED.

Norfolk, Va., May 19th 1869

Mr Geo Goode Lewis

To NORFOLK VIRGINIAN, Dr.

For Adm Sale Island Farm, 3 wks 125 \$14.62

RECEIVED PAYMENT,

S. Hodges & Co

Just wrote
1462

NORFOLK PRINTING HOUSE COMPANY

Norfolk, Va. July 19th 1869

Mr John Goode Jr. Special Commr

To Norfolk Journal, **Dr.**
JOB PRINTING OFFICE AND BOOK BINDERY,
Atlantic Block, over Wilson & Walke's Bookstore, Main Street.

For ads Sale of Tract of Land in
Co. of Horsewallow vs
Newman 3295 12 times

Recd Payment
of Richd Lewellen Supt.
per Treasr

14 62

John Horde Jr

I, *James Bannan Holt* Ed. of

The Virginian, a newspaper printed in the City of Norfolk, in the State of Virginia, do hereby certify that the order hereto annexed has been published ^{*once*} ~~once~~ a week for four successive ~~weeks~~ ^{*times*} in the newspaper aforesaid.

Given under my hand this *24th* day of *February* A. D. 1869
James Bannan Holt Ed.

Cost of executing the said order, paid by the above-named plaintiff, \$ *14.62*.

Advertisements 75 cents per square, and 37½ cents for each continuance. 50 cents for advertisements in alternate days.

SALE OF VALUABLE REAL ESTATE IN THE COUNTY OF ISLE OF WIGHT.—Pursuant to a decree of the County Court of Isle of Wight County, pronounced at the January term, 1869 in the suit of J. C. Norsworthy vs Sarah Newman's administrator and others, the undersigned, as Commissioner, will sell, on MONDAY, the first day of February, at Isle of Wight Court-house, to the highest bidder the

TRACT OF LAND,

In the bill and proceedings mentioned, lying in the county of Isle of Wight, and known as the ISLAND FARM.

This tract is situated within one mile of James river, in sight of Newport News, and is very valuable. It contains about 300 acres, and is the same Farm upon which the late Jos. Norsworthy formerly lived.

TERMS OF SALE:

A sum sufficient in cash to pay the costs of suit and expenses of sale, and the residue of the purchase money upon a credit of six, twelve and eighteen months equal instalments, purchaser giving bond with good personal security, and the title to be retained until the further order of the Court.

JOHN GOODE, JR.
Special Commissioner

Ja19—tds

Received of John Goode for Commission on the
sale of "Horsworthy or Hermanns and others" five
dollars for my services as Auctioneer in selling
tract of land

March 1st 1889.

B. J. Gray

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, Greeting :

WE COMMAND YOU TO SUMMON *N. W. Norsworthy*
Otelia Norsworthy, James R. Norsworthy, Henry
R. Parker and Fannie his wife, and George Neville
Personal Representative of Sarah Newman Deed,
to appear at the Clerk's Office of the *County* Court of Isle of Wight County, at
Rules to be holden for the said Court, on the first Monday in *November* next,
to answer *The Bill in Chancery of Joseph C*
Norsworthy

~~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 *22nd* day of *October* 1868, in the *9th* year of
the Commonwealth.

Was accepted services of the within persons

Geo. S. Newell

Sergeant City of Parks & Committee of
the Estate of Sarah Newman dead

Edw. Storerworth

W. W. Storerworth

O. B. Storerworth

Geo. S.

Jos. C. Storerworth

{ Sent, to
Am. Rail

A. W. Storerworth
Per.

To New. York, 1868
Co. Co. V.

Gooden

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, Greeting :

WE COMMAND YOU TO SUMMON *N. W. Norworthy, Oletia Norworthy,
James R. Norworthy, Hway R. Parker and Fannie his
wife and George Nevill personal representatives of Sarah
Newman dec'd.*

to appear at the Clerk's Office of the *County* Court of Isle of Wight County, at
Rules to be holden for the said Court, on the first Monday in *November* next,
to answer *The Bill in Chancery of Joseph C. Norworthy.*

WITNESSETH And have then
there this writ. Witness, *N. P. YOUNG*, Clerk of our said County Court, at the Court-
house, the *22nd* day of *October* 1868, in the *9th* year of
the Commonwealth.

Journal Job Print, Norfolk, Va.

A. Copy Filed

N. P. Young clk.
N. P. Young

Executed by delivering a true
copy of the within to H. R.
Parker on the 28th Octr

Edw. Ely Clerk

Jos. C. Norcross
3 Shms. in
Chm.

N. W. Norcross

To Nov. Recd 1868

Co. Ct.

Goodefer,

To the worshipful the Justices of the County Court
of Isle of Wight County in Chancery sitting -

The Bill of
complaint of Joseph C. Torsonworthy respectfully
represents. That on the 21st day of November in the
year eighteen hundred and sixty, your Orator togeth-
er with Otelia C. Torsonworthy, Nathaniel C. W.
Torsonworthy, Lauretta Torsonworthy, James C. Tor-
sonworthy, Henry C. Parker and Fannie Parker his
wife formerly Fannie Torsonworthy, being seized
and possessed of a tract of land in the County of
Isle of Wight sometimes known as the "Island"
and supposed to contain three hundred acres,
sold the same at public auction through Rob-
ert H. Whitfield whom they had constituted their
agent and attorney in fact for that purpose. And at
the sale so made Sarah Newman became the purcha-
ser for the sum of eighteen hundred dollars paya-
ble in equal instalments of one, two and three years
with interest from the first day of January 1861.
The bonds of the said Sarah Newman executed to
the said Robert H. Whitfield agent as aforesaid for
the purchase money of the said tract of land are
herewith exhibited - from which it will appear
that no part thereof has been paid except one hundred
and thirty one dollars of the principal sum and the
interest on the three bonds to the 19th day of March
1862 - The balance of the said purchase money with
the interest which has accrued thereon is still due and unpaid.

Your Orator further represents that on the 2nd day of
November 1866 the said parties conveyed the said
tract of land to the said Sarah Newman - but
expressly reserved a lien for the unpaid purchase
money on the face of the conveyance. An authen-
ticated copy of the said deed of conveyance marked
"A" is herewith exhibited and prayed to be taken
as a part of this Bill. That at the May Term of the
Circuit Court of Isle of Wight County in the year 1868
an order was made by the said Court in the suit of
"Tinsworthy vs Whitfield" therein depending directing
the said Whitfield to deliver the said bond of the
said Sarah Newman, with other bonds, to your Orator
who was appointed Receiver for that purpose and that
he accordingly received the same from the said Whitfield
on the 5th day of September 1868 under the order of the
said Court. That the said Lauretta Tinsworthy
deceased this life on the day of in the year
intestate, unmarried and without issue, leaving your
Orator and the said Otelia C. Tinsworthy, A. W. Tinsworthy
James R. Tinsworthy and Fannie Parker formerly Fannie
Tinsworthy her sole distributees and heirs at law. That
the said Sarah Newman deceased this life on the day
of in the year 1868 intestate and at
the April Term ¹⁸⁶⁸ of the Hastings Court of Portsmouth
her estate was committed for administration
~~but as the said estate was committed for administration~~
to the said George Beville ^{Sergeant of the said City.} Your Orator is advised
that a Court of Equity will enforce the said lien upon

the said tract of land by decreeing a sale of the same and that if the proceeds of the sale of the said land should be insufficient to pay off and discharge the said bonds the estate of the said Sarah Newman may be subjected to the payment of the residue - To the end Therefore that justice may be done and forasmuch as your Orator is without remedy in a Court of Law and redressable only in a Court of Equity where such matters are properly cognizable. He prays that the said Otelia C. Forsworthy, A. W. Forsworthy, James C. Forsworthy, Henry P. Parker and Fannie Parker his wife and George Nevill ^{Personal Representative} ~~administrator~~ of Sarah Newman Decd may by proper process be made parties defendant to this Bill and Compelled to answer its allegations as fully and completely as if they were here repeated and they thereupon specially interrogated. That the said Geo Nevill ^{Personal Representative} ~~administrator~~ as aforesaid may discover and set forth a full, true and particular account of all the personal estate and effects of the said Decedent which have come to his hands or which might have come to his hands by proper diligence and how the same have been applied and disposed of and also an account of the debts due from the said Decedent and whether any and which of said debts are now outstanding - That your Worships will decree a sale of the said tract of land for the purpose of satisfying the said Lien and if the proceeds of the said sale shall prove insufficient to pay off and discharge the said debt that the residue may be paid out

Goode & Chaplain

J. C. Kersworthy.

vs.

Kennans adm
& others.

Bill.

1868.

Nov. Rules - Bill & filed
and clear miss.

Nov. 28th / Bill taken for
confessed debt for
breach.

Jan. 4th. 1869 - order to sell

Thy. C. 1872 final
Decree.

664. for paid \$6.00

of the personal estate of the said Sarah Chapman decd;
To wit the Commonwealth's writ of the Commanding & and
all such further aid and relief as equity and good con-
science may dictate and the nature of the case require
and as in duty bound he will ever feel &c.

Goode & Chaplain

P. S.