

1873-018 Chancery Causes: Zachariah Turner vs Jesse Hodges, John E. Adams & Joseph Hodges
Isle of Wight County

Petition of George Washington Thomas & the trustees of St John's
African Methodist Episcopal Church

Petition of Robert S. Hill

Other SURNAMES: Wilson,
Jordan, Bailey, Colonna, Young
Gwaltney, Moseley, Jenkins,
Hayden, Crusoe, Vaguhart, Lyon
[Thomas & Adams], Gray

To the worshipping Justices of the
County Court of Isle of Wight
County in Chancery sitting.

Humbly complaining sheweth unto
your worships, your orator Zach
arias Turner

- 1 That as the Circuit Court of Isle of
Wight County at its May term, he
did on the 29th day of May receive
a judgment against Jesse Hodges
and John E. Adams for the sum
of three hundred (\$300) dollars with
interest thereon from the 1st day of
January 1860 till paid and \$7.17 costs
as will appear by a certified copy of
the said judgment herewith filed
marked "A" & prayed to be taken as
a part of this Bill.
- 2 That he did at the same term of
the Court and on the same day ob-
tain against the said Jesse Hodges
and John E. Adams, with Joseph Hodges
as co-obligor a judgment for the sum of
four hundred dollars with interest
thereon from the 1st day of April 1860
till paid & \$7.27 costs as will appear
by a certified copy of the said judgment
herewith filed marked "B" and taken

-wise prayed to be taken as a part of this Bill.

- 3 That the said Jesse Hodges is possessor of the following property to-wit:-
1. A lot or piece of land in the town of Smithfield known as "the High Yard", and a piece or parcel of land lying and being in the said county of Issa of Wight, both of which are particularly described in the deeds from Willis Wilson and Margaret his wife, & from H. Jordan and Mary his wife to Jesse Hodges made November 8th 1849, and from Josiah S. Gray to the said Jesse Hodges, February 7th 1848 hereunto filed marked "A" & "B" respectively & prayed to be taken as a part of this Bill.

- 4 That the said Jesse Hodges is a non resident, having since these proceedings were obtained moved from the state of Virginia to the state of Illinois.

- 5 That the said property is for the most part idle, and yielding little or no rent.

In tender consideration whereof and for as much as your orator is without remedy save in a court of Equity when matters of this sort are a mere cognate.

He, to the end that justice may be done
your orator prays that the said Jesse
Hodges, John E. Adams and Joseph
Hodges may be made parties defen-
dant to this Bill, that they may be
required to answer the same as fully
and as completely as if they were here
and now specially interrogated: that
the full simple and annual value
of the said property may be ascer-
tained by a commissioner of this Court:
that the same may be sold and your
orator's debt discharged and such
other and further relief be given as
the nature of his case may require
and he is sure shall seem meet &
he will ever pray &c

Groom, Clerk of Thomas

N. Y.

Turner ^{Co. et al.}
v. Bill
Hodges et al.

July 21/72. Decree to pay
Judgt. Bill of Hill v.
Octo. 1873. Final Decree

1870

July. Rules. Sum. Ex. on
Adams & Jn. Hodges & Adams
decreed - n. thm - Aff. filed &
ord. follw. n. Jn. Hodges.

(Mov. Rules - set for hearing)
as to Adams & Jn. Hodges.

Augt. Rules 1870 set
for hearing as to Hodges

Sept. 21. 1870 - decree
for acctn.

Feb. 24th 1871. Rept. filed

March 6th 1871 Decree
for sale.

Aug. 1. 1871. Rept. of spl.
cont. thm filed

Aug. 1872 - Decree to
collect & deposit.

ap. 7/3 - further decree to
collect & deposit.

May that they may be compelled to complete
their purchases as proposed and they further
may that they and the said

Sumner
N. Peterson
Stodges &

G. W. Howard et al

trustees as aforesaid, and the said R. S.
Thomas, C. B. Hayden & J. P. Young
trustees as aforesaid may be compelled to
complete their purchases as aforesaid: That their
rights may be protected and that they
may have such aid and relief as the
nature of the case may require & as Equity
shall seem meet.

George Washington Thomas
individually
and George Washington Thomas
Robert C. Moore, Daniel Bailey
Ley Colman, Fred. G. Waeltney
Geo. W. Thomas, Jas. M. Morley
& Jas. Jenkins, Trustees
and
R. S. Thomas, C. B. Hayden
and J. P. Young Trustees

individually and as a partner with James
Thomas made a deed of Trust - to

R. S. Thomas, C. B. Hayden and Mr.
P. Young by which he has conveyed
to them the whole of his real and
personal property and all his rights or
claim and in Equity: & secured all of
his creditors, individual, and partner-
ship, and a copy of the said Deed
marked "C" is herewith filed as a part
of this petition and prayed to be so taken.

If these Trustees shall claim from
us the property purchased as aforesaid
great and various losses and damage
will be done us. We are willing and
anxious to complete our purchases as
aforesaid, and if we ^{of the character} the Trustees, of the
said can not complete our purchase
the said George W. Thomas will advance
and procure the money for us.

and the said Trustees, R. S. Thomas, J. C. B.
Hayden and R. P. Young ^{are} ~~allege~~ that the
said John E. Adams and James Thomas
have made the Deed of Trust as alleged:
Wherefore, the said George Washington
Thomas, individually and the said
G. W. Thomas, Robert C. Moore, Samuel
Bailey, Levi Colman, Frederick G. Greeting
James M. Morley and James Perkins

the said John E. Adams divided it into three lots and
he the said George Washington pur-
chased of the said John E. Adams
lots No 1 + No 2 and agreed to pay
him therefor the sum of Five Hun-
dred dollars and has in possession
of the said Agreement - paid him the
said John E. Adams the sum of Three
Hundred dollars as his Agreement -
and receipt - herewith filed marked
'A' and prayed to be taken as a part
of this Petition, shews. And they the
said Robert - Bruce, Samuel Bailey
Sen Colonel, Frederick Gwaltney
George W. Thomas James M. Murrell
and James Jenkins, Trustees as afore-
said bought of the said John E. Adams
the said lot No 3 for the sum of
Six Hundred dollars and have in
possession of their Agreement - paid
him the sum of One Hundred and
Fifty dollars as is shewn by this
Agreement - and receipt - herewith
filed marked 'B' and prayed to be
taken as a part of this ~~Bill~~ Petition.

Since those payments were made the
said George W. Thomas ~~individually~~, and
^{of the said church} ~~and~~ they said Trustees, have learned with
surprise that the said John E. Adams

Furner

v.

Hodges

The Petition of George Washington Thomas as an individual, and as one of the trustees of The St-Johns African Methodist Episcopal Church together with Robert-Emmoe Samuel Bailey Sir Colonna, Frederick Gwathmey George ~~W. Thomas~~ James M. Moody and James Jenkins the associate trustees to and unto the said George W. Thomas, and R. S. Thomas, M. P. Young, and C. B. Hayden, trustees of James Thomas and John E. Adams, ^{individually and as} late merchants and partners trading under the firm and style of Thomas & Adams respectively represent:

- 1 That subsequent to the purchase by John E. Adams of that piece of property formerly belonging to John Jesse Hodges known as "The Ship Yard" located in the town of Smithfield, and more fully described in the Bill and proceeding in this cause now pending in this Court between Zachariah Furner plaintiff and Jesse Hodges, John E. Adams, and Hodges defendants as is shown by the Report of Commissioner Thomas

Therefore desirous that his said debt may
be satisfied out of ^{the proceeds of} the land belonging to
the said Hodges now decreed to be sold
in the above mentioned suit of Turner
deb to Hodges &c -

Wherefore your petitioner prays that
he may be admitted a party to the said
suit of Turner deb to Hodges -
upon the usual terms; that the lien of his
said decree may be paid off and dis-
charged out of the proceeds of the real
estate aforesaid, that your Honor will
protect the interests of your petitioner
in the premises, granting such other
and further relief as equity may dic-
tate, or the nature of the case require.

Robert S. Gill

By C. B. Hayden & Saml D Davies, his Counsel

Hayden }
and } p.p.
Davies }

Turner }
vs. } R. S. Gill's
Petition

Hodges

These papers
submitted to the
court & no action
had until the
petition is
decided on.

To the Hon. ~~George Blair~~ Judge of the
County Court of Isle of Wight county.

The petition of Robert S. Gill respectfully
represents to your Honor that he is ^acred-
itor of Jesse Hodges defendant in a certain
suit in chancery of the style of Turner ~~et~~
~~vs~~ Hodges ~~et~~ - now depending in this
honorable court.

That the debt due your petitioner is
a lien upon the real estate of the said Hod-
ges and is founded on a decree of the
Circuit Court of the city of Petersburg
rendered at the November term 1860 in
the suit of Hodges vs. Lyon and others, di-
recting the said Jesse Hodges to pay to
your petitioner the sum of \$239.62
with legal interest thereon from the
25th day of May 1860, till paid: a
certified extract from said decree is
herewith filed, marked Exhibit A, and
prayed to be taken as a part of this
petition.

Your petitioner further represents
that the said sum of money, or any part
thereof, has never been paid to him by
the said Jesse Hodges, nor by any other
person for him, and your petitioner is

Executed by delivering a true copy of
the within to Jno E Adams on the 3rd
Feby 1870 J. J. H. H. & Joseph Adams
into the hands of

E. E. Elm D
J. Smith Shff

J. W. H. H.

J. W. H. H.

J. W. H. H.

J. W. H. H.

J. W. H. H.

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, Greeting:

We command you to summon

Jesse Hodges

John E. Adams and Joseph

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 *February*
next to answer *the Bill in Chancery of Zachariah W.*
Turner

a plea of *-----* for \$ *-----* Damages, \$ *-----* And have
then there this writ.

Witness, CHARLES H. HART, Clerk of our said *County* Court, at the
Courthouse, the *1st* of the *January* day of *January* 18*70*, in the *94th*
year of the Commonwealth.

C. H. Hart Clk. by
A. P. Young D.C.

Will the Clerk please
Collect & remit by mail
& oblige.

Mr. Zachariah W. Turner.....

To **SHERIFF** of Prince George Co.,

Dr.

To Executing Spa in Chancery To Feb Rules
of the County Court

\$0

Goodwin, Cock & Co p. y.

1870

Received Payment,
D. W. Sherman

ShH

J. W. Turner

3 Jan. 50

3 Ans. Bill

Joseph Hodges & Co.

To Hby. Rules 18th 50.

Co. Ct.

Given, Charles Thomas
Pg.

Executed by delivering a
Copy of the within Spa
To Joseph Hodges
Jan 24th 1870
D. W. Sherman Shff

The Commonwealth of Virginia,

Prin George
TO THE SHERIFF OF ISLE OF WIGHT COUNTY, Greeting:

We command you to summon

Life Hodges, John E. Adams and Joseph Hodges

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 *February*
next to answer *the Bill in chancery of Gachman & Co.*

Prin

appeal of *-----* for \$ *-----* Damages, \$ *-----* And have
then there this writ.

Witness, CHARLES H. HART, Clerk of our said *County* Court, at the
Courthouse, the *17th* day of *January* 18*70*, in the *94th*
year of the Commonwealth.

*C. H. Hart clk.
by A. L. Young D.C.*

Turner

m, $\frac{3}{3}$ affdvt.

Hodges tal,

July 17. 1870.
filed.

J. John E. Adams of the County
of Isle of Wight - Virginia, do
solemnly swear that Jesse
Hodges & ~~Joseph~~ ^{is} ~~Hodges~~ are
not ^a citizens of the common-
wealth of Virginia and ^{is} ~~are~~ ^a ~~are~~
residents of the same.

John E. Adams

Norfolk Va. Jan'y
14th 1870

Sworn and subscribed to before
me

R. S. Thurman
A. P.

Norfolk Va.
Jan'y 14th 1870

Turner

Com^d. Rept.

Hodges Sal.

Feb. 24th 1871
filed.

parties & published notice to the absent parties that
 he had appointed the 22^d day of February 1891, to
 take and settle at his office aforesaid, the accounts
 aforesaid. And on the date of this report, being
 the day to which notice was given as aforesaid,
 made up and completed the said accounts, and
 find the original value of said lands to be \$105.00
 and the fee simple value thereof \$900.00
 And that there are judgment liens on said lands
 amounting to \$302.43, of which the two
 judgments of J. W. Turner amounting to \$170.44
 have priority.

Given under my hand as Commissioner
 of said Court the day and year first aforesaid.
 J. P. Young Comr.

Time employed in issuing
 notice, taking evidence & stating
 and reporting accounts, 10
 hours - Comm. fee. \$4.50
 Shff. " 1.00
 Estimate Printer for notice 5.00
 \$13.60

Amount of first lien brought on	\$ 1170 44
40 th 2 ^d . a judgment in favor of John Wyall against Jesse Hodges rendered in Isle of Wight circuit court, the 21 st . of Octo. 1867, for	86 62
Interest thereon from the 21 st Oct. 1867 to the 1 st day of Jan. 1871.	16 60
Costs of suit	28 77
Total liens	\$ 1302 43

Total amt. of first lien	1170 44
Do. " " Second lien	131 99

Commissioner's Office, Isle of Wight
Court House, February 22nd. 1871.

To the County Court of Isle of Wight County.

Pursuant to a decree of the said court rendered
on the 5th day of Sept. 1870. in the suit therein de-
pending between G. W. Turner Plt. against Jesse
Hodges et al. defendants, directing a commissioner
of said court to take report an account of the
real estate of said Jesse Hodges as in the proceedings
mentioned, and also its annual fee simple value
and an account of the liens upon said land,
Your commissioner reports to the Court that on the
10th of Jan. 1871 he issued returns to the resident.

of
Hornet

by
Comd. Rept.

Hodges sal.

Feb. 24th 1871

filed.

John. Arthur Thomas

R. S. Thomas

Oran Book

"A"

11/2

Virginian Newspaper and Job Printing Office.

Norfolk, Va., *Sept 27th* 1871

Messrs. John Crocker Thomas (R.S.D.)

To Norfolk Virginian, Dr.

Any Sale of Ship Yard in Smithfield, 3 Qrs \$

1 any weeks.

4.75-

Received Payment.

Herman Ruffin & Co

Per Sobel

BY VIRTUE OF A DECREE OF the county court of Isle of Wight county, rendered on the 6th of March A. D., 1871, in the suit of Zachariah W. Turner vs. Jesse Hodges, John E. Adams and Jos. Hodges, I shall, on the 3d day of July, at Isle of Wight courthouse, at public auction, at 12 o'clock M., sell the real estate of the said Jesse Hodges, consisting of that piece of property situated in the town of Smithfield, known as

THE SHIP YARD,

containing 1 1/2 acres, and a tract of well IMPROVED LAND, containing about 60 acres situated 4 or 5 miles from the town of Smithfield, and bounded by the lands of J. P. Jordan and others.

TERMS OF SALE: So much cash as will pay expense of suit and sale; the balance upon a credit of 1, 2 and 3 years, payable annually, for which bonds with good security, with interest the day of sale, is required.

R. S. THOMAS,
Special Commissioner.

GI

Young, clerk

To {

Thomson

Calculation of appraised
value of land.

Exhibit "B"

Clerk's Office, Isle of Wight Co.
July 6th 1871.

I certify that the following is the asessed
value of the real estate of Jesse Hodge
as shown by the assessor book on file in
this office, to wit.

60 acres of land near J. P. Jordan	300.00
1 1/2 acres (old ship yard)	600.00
	\$ 900.00

Teste,

A. P. Young Clerk.

128,28

$$\begin{array}{r} 450 \\ 245 \\ \hline 695 \\ 709.58 \\ \hline 1304.58 \\ 1198.20 \end{array}$$

128,28

Z. W. Turner
v. In Chy
Jesse Hodge & others
Bill of Costs

Attorney's fee & suit tax	57.00
Atty.'s fee taxed by suit	10.00
Clerk's fee July 37871	13.03
N. P. Young Comr in Chy	12.00
Sheriff's fee	2.00
Printer's fee	6.75
J. J. Clements (Crier)	5.00
R. S. Thomas Am's on sale	22.90
	128.28

Received June 2^d 1873 of N. P. Gray clerk
 of the county court of Essex of Wright - county the three
 bonds of Jno. E. Adams and James Thomas
 each dated July 1st 1870 for the sum respectively
 \$195.20 payable one, two, and three years
 from date with interest from date
 R. S. Thomas

James

N.

Adams

Report of

R. S. Thomas

Shie Court

Nov 20th 71.

1871.

Dec^r 4th filed,

One Hundred and nine dollars and
thirty eight cents \$109. 38 and took
the bonds of the said purchaser
of \$195. 20) each payable as of
and in one, two, and three years as
will appear by Exhibit - "C". but
the actual expenses were One
Hundred and twenty ^{eight} ~~ten~~ dollars
and twenty eight cents (\$128. 28) as
will appear by Exhibit - "D".

Your Commissioner has paid the
various parties the sums due them
under exhibit "D" save the \$18. 90
due him which he prays may be col-
lected and paid from the bonds as they
fall due.

R. S. Thomas
Spc Comr.

Nov 20th 1871.

That he posted notices of the said sale
at the Court House door and at from
other public places. That thereafter
on the 3rd day of July 1871. before the
door of the Court House he sold the
several tracts of land in the said Bill
and proceedings mentioned for as
much cash as ^{would} pay the costs &
expenses of the said suit and sale and
took for the deferred payments bonds
with good security with interest at 5
per centum per annum payable in
one, two and three years, retaining the
title till the further order of the Court.
That at the said sale John E. Adams
became the purchaser of both tracts
offering for the lot of land in the town
of Smithfield the sum of Four
Hundred and Fifty - dollars (\$450.00)
which is $\frac{3}{4}$ of its assessed value as will
appear by Exhibit - "B" and offering
for the tract of land known as the
"Gray Tract" the sum of Two Hun-
dred and Forty Five dollars (\$245.00)
which is more than $\frac{3}{4}$ of its assessed
value as will appear by the said ex-
hibit - "B". That he estimated the costs
and expenses of sale and suit at One

Turner

v

Hodges

J. C. Hambley.

Your commissioner who was directed by ~~secretary~~ order rendered herein at the March Term 1881, after having given the bond required for the faithful performance of his duties as commissioner in this cause, and after he had advertised the sale of the several tracts of land in the Bill and proceeded up more times by an advertisement - in one of the news papers of the City of Norfolk once a week for four weeks and by notices of the said sales posted at the door of the Court house of Isle of Wight County and at ~~some~~ other public places in the said County to sell the said several tracts for so much cash as will pay the costs and expenses of the said suit and sell and take said with good security for the deferred payments retaining title till the further order of the Court, most respectfully reports, That he gave the bond as required: That he advertised the said sale in the Norfolk Virginian, one of the news papers of the City of Norfolk, once a week for ^{about 4} four weeks.

the real estate of the said John E. Adams
and the interest of the said John E. Adams
in the real estate of Thomas and Adams
of the lien there there is upon it by reason
of the judgment against the said
John E. Adams in favor of Zachariah
Turner.

All of which is respectfully submitted.

R. S. Thomas

Special Counsel

April 7th 1873 }

Turner

v

Thomas et al

Report of
R. S. Thomas
Specimen

April Term 1873

the two parties aforsaid by the sum of
\$ 75 These parties express themselves
willing and ready to pay the balance of
the money owing them to the said John E.
Adams. If this be done and ^{the money} applied
as the payment of the purchase money
owing to the said John E. Adams they the
said parties would not be injured,
John E. Adams & James Thomas would
not be injured, nor would their trust-
ees and creditors be injured for they
would then be entitled to a conveyance
of the balance of the property pur-
chased by the said John E. Adams &
not owed by him, to-wit: to the tract
of 245 acres in the Bill men-
tioned known as the Gray Tract

If this can be done it seems to me uni-
formly wise and proper to be done not-
only because it will be an act of justice
to these negroes, but because the creditors
of the said John E. Adams and James
Thomas will not only be making the
the Gray Tract - tract aforsaid, but ^{be} sav-
ing all costs and expense which would
be incurred by a resale & the probability
of a loss on the resale owing to the present
depression of all real estate; and for the
additional reason that it would relieve

John E. Adams and James Thomas, but their
trustees & creditors. Now then occurs the
your commissioners at this time but this.

The said John E. Adams after the purchase
by him of your commissioners as is reported
in his report of Nov 20th 1871 sold cer-
tain portions of the said property bought
by him in the town of Smithfield known
as the Ship Yard to negroes for a price
greatly in excess of what he gave
He sold to George Washington Thomas
as appears by his Petition filed at
this court lot No 1 + No 2 for the
sum of \$300.00 and received from the
said G. W. Thomas the sum of \$300.
leaving a balance due by him of \$200.
He the said John E. Adams sold to

G. W. Thomas Samuel Bailey ~~Benjamin~~
~~Robert~~ Emory Lewis Colman and their
Trustees of African Methodist Epis: Church
lot No 3 of the said Ship Yard for the sum
of \$600.00. and they the said Trustees have
paid in that purchase the sum of \$150.00
having a balance due of

There remains due by these two parties the
sum of \$650.00 with interest amounting
to the sum of \$585.00 while there is due
by the said John E. Adams the ^{gross} sum of
\$585.00 which is less than that due by

James

v

Stoppes & Thross.

The undersigned commissioner in the above-entitled cause
do hereby leave to report that he has made
frequent and earnest efforts to collect
the bond due of Geo: E. Adams and James
Thomas dated July 3^d ¹⁸⁷¹ 1871 and for the
sum of \$195.20 one third of the
purchase money of the real estate sold
by him as commissioner under the Decree
of the court rendered at the March Term of
this court 1871, but could never do so: That re-
cently the said John E. Adams and
James Thomas have made an assign-
ment of all of their property both real
and personal, individual and social,
save and except certain specified portions
which are estimated to be worth over the
above interest of their debts in their said debts:
a true copy of a copy of the said deed of assign-
ment has been filed as exhibit
A and prayed to be taken as a part of this
report: That if any means can be devised
by which the purchase money so due
and owing by the said James Thomas
and John E. Adams it ought to be done
not only as an act of Justice to the said

Turner

v

Hodges et al

Report of R. S. Thomas
Spl Conis

~~June Term 1873.~~

~~filed~~

June 16th 1873 filed

Exhibit - "A."

1	Bond of John E. Adams & Jas Thomas for	195.20
	Int - on same from July 3 ^d 1871 to June 3 ^d 73 1. 11.	22.49
2	Bond of same for	195.20
	Int - on same from July 3 ^d 1871 to June 3 ^d 73. 1. 11	22.49
3	Bond of same for	195.20
	Int - on same from July 3 ^d 1871 to June 3 ^d 73 1. 11.	<u>22.49</u>
		653.07

Amount - paid by G. W. Thomas as	200.
" " " " " " " " " " " "	450
" " " " " " " " " " " "	<u>3.07</u> 653.07.

the parties aforesaid.

2. That he has filed with the clerk of this court his receipt for the bonds given by John E. Adams and James Thomas on the purchase of the property of Jesse Stodges as in the Bill and proceedings mentioned and that he paid due on the said bonds on June 3^d 1873 the sum of \$653.07; ^{as Exhibit A. Shows} and that to fully pay these bonds the said commissioner has contributed to this fund the sum of \$3.07: and the said commissioner has therefore in his hands subject to the order of this court the sum of \$653.07. All of which is respectfully

3. ~~fully~~ Your commissioner has made to the said George Washington Thomas individually, and to the trustees aforesaid deeds for the property purchased by them respectively of Mrs. E. Adams as per their agreements heretofore filed, and ^{has also made} ~~will hereafter make~~ to R. S. Thomas, C. B. Stoyden & N. P. Morrey trustees of Mrs. E. Adams a deed for the balance of the property purchased by the said John E. Adams at the commissioner's sale aforesaid. All of which is respectfully ~~truly~~ submitted.

June 1873. 3

R. S. Thomas
Spl corner

James

v.

Hodges et al.

The undersigned beg leave
respectfully to report-

That there is due by the Petitioners Geo:
W. Thomas individually and by Geo: W.
Thomas as ^{co}-trustee with Robert- Crumvie
and other trustees of the said African
Methodist- Episcopal Church at Smith-
field the prop. sums as stated in their
petitions of (\$650.00) Six hundred and
fifty dollars and that these parties have
made all manner efforts and are now endeavoring
to pay off the sums respectively due by the
parties aforesaid: that there is some balance
of interest due by the said Geo: W. Thomas
to the said Jas: E. Adams, but that he as
a trustee has made great efforts to raise the
balance of the money due by his co-trustees
and has succeeded and is willing to anticipate
both the payments due by them as trustees
as aforesaid: that your committee
thinks it judicious and wise to accept the
tender of the amount-tendered and has so
accepted it; and that he has in hands
subject to the order of this court the sum
of Six hundred and Fifty dollars as paid by

J. W. Turner

\$2.99

Re payment

E. J. Chapman Shop

1840. Zachariah W. Turner

D.

To the CLK. of Isle of Wight Co. Ct.

Jan. Ordinance re. Hodges v. 20. filing certf. of

Aug. Publs. 15. Rule 25. Docketing 18. Deem &

1841 Copy 50. Ordin. Pat. Acts. Nov. Dec. 60.

1.88

Jan. & Feb. Certs 40. filg. Com. Sept. 15. March. Deem Ho/56. 1.11

A. P. Young CLK.

\$2.99

J. W. Turner

$$\begin{array}{r} 7.50 \\ 2.56 \\ 2.99 \\ \hline 13.05 \\ 3.00 \\ \hline 16.05 \end{array}$$

1871.

Feb:

Zachariah W. Loomer

To N.D. Young & Son,ufacts. of Llewellyn & Co, Ct,
making & selling acts, under decree
of Sept. 1870 vs. Hodges & Co

N.D. Young & Son,

50

Young
To
Turner

Cook:

I am
The clerk, for in this case have
been sent by J. W. Turner and the
Capt. Shoen, will try to train
W. P. Gray

G. W. Turner
Jesse Hodges & Co. ²⁰⁰⁰ In Chy. in Court and
of Isle of Wight.
Bill of Costs.

Atto. fee and tax	51. 00
Clerk's fees to July 3 ^d 1841.	13. 03
N. J. Young Comm. in Chy.	12. 60
Shiff. fees	2. 00
Order of Recdnt.	6. 78
Total cost, to July 3 ^d 1841.	\$ 85. 38

Of the above Clerk's & comm. fees, \$6.⁴⁶ are
in my hands unpaid.

N. J. Young Clk.

Turner J. W.

A2.56

Re: payment

E. J. Chapman

	Zachariah W Turner	Dr
1871.	To N.D. Youngblck. of Seabright Co, Ct,	
Apl.	Centfe. of Jesse Hodges' land & postage	56
	Docktg. vs. Samie at Octo. Nov ^r & Dec ^r /70,	75-
	Dr, Jan ^y , Feby. Apl. May & June 1871,	1, 23-
		<u>\$ 2, 56</u>

N. D. Youngblck

Received of R. S. Thomas. Special
Commissaries in the suit of
Turner v. Hodges & others the
sum of \$28.63 twenty five dollars
and sixty three cents.

Jan 20th 1871.

Clemens-

Mr. Richard S. Thomas.
1871 To Thomas J. Clements & Co.
July 3^d. To advertising the property in
the form of a multipica and to sell part
of land near Scotts factory belonging
to Jesse Rogers. Paid \$55
T. J. Clements & Co.

Richard Clements

Salisbury N.H. Co. 2^d Sept 21/91
Mr. Richd. S. Thomas. Treasr.

Please pay to the order
of Richard Clements the sum of
Five Dollars. And this shall be
a final receipt for services rendered
as Am't. Cal. of The Hodge Land
Lot in the Town of Southport
Salisbury N.H. Co.

\$5-00
100

Thomas Clements
Comy Clerk

Thursday

To & Receipt -

Thomas

Received of R. S. Thomas Special
Commisisoner the sum of sixty six
(\$66.00) Sep \$18. 19 one him in the
Case of Furman v. Hodges & others.
R. S. Thomas

Nov 20th 1871,

Chapman H. R

To 3 Receipt:-

Thomas R. S.

~~\$1.~~

W R J May, Secy.

J K Chapman

In certifying dues to E M May & Trustees

of African M E Church in sum of Ten Dollars

Paid

1.00

31 May 1873

J K Chapman
R.P.

L. W. Furness
Receipts

R. S. Thomas, spl Commr
In the suit
Z. W. Turner.

To amount due Z. W. Turner under decree of the county court of Lee & Wright County -
July Term 1873 to be credited on the judgments of the said Turner v. Hodges et al also reported in his bill against the said Hodges et al

163 71

Received of R. S. Thomas the sum of one hundred and sixty three $\frac{7}{100}$ dollars in payment of the above sum due same as per above decree mentioned.

July 7th 1873.

Z. W. Turner

A. R. Young's receipt-

1873

R. L. Thomas, the same Sumner v. Hodges
do

M. P. Young. (Clark,

do balance of fees due to his-
misses of suit

13 20

R. I. Thomas kept

R. S. Thomas

In atc mkt

Self as Phil Conn

To Balance of acct on mch 1st		
of November 1871	18 90	
To for mch sent to G. W. Thomas	5 00	
To " " " " Trustees of African Methodist Episcopal Church	5 00	
To for mch sent to Trustees of Rev. E. Adams	5 00	
To " " " " " "	15 00	48 00

Received out of the fund in hand the sum of Forty Eight Dollars as per above account.

R. S. Thomas

Phil Conn

July 17th 1873.

Clerk's Office,

Isle of Wight Co. H., Va. July 15th 1873.

J. W. Surber

Clk.

In Ch. in County Court.

John H. Hedges vs. etc.

Def.

Bill of costs to & including dismission.

Attorneys fee allowed by court & tax 51.00

Clerks fees to July 3rd 1871. 13.00

Court. Levy fee 12.00

Sheriff fees 2.00

Out. of P. & B. 6.00

costs to 3rd July 1871 paid pr. rpt. \$ 35.38

Clerks fees since July 1871. 13.70

Total costs \$ 99.08

Of the above clerks fees since July 1871 \$ 13.70 are unpaid. bal. have been paid by 10th.

J. W. Surber Clk.

13 70
10 32
2 38

R. S. Thomas Spl Comr (Jesse V. Hodges
In attendance

1873

2. W. Furman & others.

Paid R. P. Young (clerk) balance of his account July 1871	13 70	
Paid R. S. Thomas, balance of costs due him as per report of Novr 1871	18 90	
Paid R. S. Thomas, for dues to G. W. Thomas	5 00	
Paid R. S. Thomas for dues to Trustees of African Methodist Church	5 00	
Paid R. S. Thomas for dues to Adams Trustees	5 00	
Paid R. S. Thomas for tax for his costs	15 00	
Paid Robert S. Gill. Pr: 285.62. ^{1871/4} Aug.	426 76	
Paid 2. W. Furman,	<u>163 71</u>	653. 07

C. B. Hay Denis Reut

Robert S. Gill

v

Jesse Hodges.

Deb Due by Deane 235 62
Int from May 25th 1870 to June 2^d 73 187.14 \$426 76

Received of R. S. Thomas Special Commissioner
in the suit of James v. Hodges et al the
sum of Four Hundred and Twenty six $\frac{76}{100}$
dollars as per decree of July Term of County
Court of Lee of Wight County, (1873)

C B Hayden

Atty for R S Gill

Letter

Copy decree
W. J. July Term
Co. Ct. 1873

Hodges et als.

W. J. Hodges

In Seal of Wright County Court, July, 7th 1873.

J. W. Turner

Plff.

vs.

J. C. Cady,

Jesse & Roger et al's

Def'ts

This case came on this day to be again heard on the papers formerly read, and on the report of R. S. Thomas Special Comm'r under the decree herein of the April Term 1873. And on the petition of Robert S. Gill this day filed, and was argued by Counsel; On consideration whereof the Court confirming said report to which no exceptions are filed, doth adjudge, order & decree that the said R. S. Thomas out of the sum of \$53.07, Six hundred and fifty three 7/100 Dollars, shown by said report to be in his hands first pay the Unpaid Costs of this suit, including \$8.90 due to R. S. Thomas as her hire of port of November 20th 1871, and then pay thereout to the petitioner R. S. Gill in satisfaction of the decree named in his said petition the sum of \$239.62, with legal interest from the 25th of May 1860, till paid, and the balance thereof, pay to the plaintiff J. W. Turner in full satisfaction of the judgments named in the bill, and report of Comm'r Young, taking the receipts of the said parties for the said payments, and return them with his report of his proceedings under this decree,

at Copy, Este,

Rep't & Act, D.C.

Sumner

v

Hodges et al

Reprint of

R. S. Thomas

Comm

Octo. 6th 1847 filed

Finer

v

Stodges et al.

I have the honor to report
that I have in pursuance of the decree
now pending here in the July Term (1873)
paid to N. P. Gonyea \$13.70, to R. S.
Thomas \$48.00 to Robert S. Gill \$426.76
and to Z. W. Finer \$163.71, the balance
of the fund in hand for which said sever-
al sums I have taken receipts and now
return them to this court.

Respectfully submitted.

R. S. Thomas

July 16th 1873.

of one, two, and three years payable annually
 from the day of sale taking for the deferred
 payments bond with good security bearing
 interest ^{with liberty to the purchaser to anticipate the pay-} from the day of sale. But the
 effect of this decree shall be suspended
 until the said special commissioner
 R. S. Thomas shall before the clerk of this
 court give bond with surety deemed
 sufficient by him in the penalty of
 Eighteen Hundred dollars ———— conditions
 according to law in ^{the} faithful per-
 formance of his duties under this or
 any other decree rendered hereinafter.

Turner
 v. J. R. Hughes & Co.

Hodges et al

March Term 1871

To be entered

by R. S. Thomas

Enrolled

Enrolled

This Cause came on this day to be again heard on the papers formerly read and on the report of Special commissioners N. P. Young, made under the Secretarial order rendered hereinafter the 5th day of September A. S. 1870 to which report ~~there are~~ no exceptions are filed and was argued by Counsel:

On consideration whereof the Court confirming said report doth adjudge order and decree that R. S. Thomas, who is hereby appointed a special commissioner for that purpose, shall, unless the Defendant Jesse Stodges or some one for him shall within 30 days from the date of this decree pay the debt in the proceedings mentioned, after having advertised the time & place of sale ^{by notice posted} ~~for~~ at the Court House door & four other public places in the county of Isle of Wight, and by publication in one of the papers of the city of Norfolk once a week for four weeks on the said real estate in the bill & proceedings mentioned for so much cash as will pay costs of suit & sale including an attorney's fee of fifty-dollars to R. S. Thomas for professional services rendered in this Cause and the balance upon a credit

Turner
v Decue
Hodges et als

September Term 1870

To be entered

Jurmer

v.

Hodges

This cause came on this day to be heard on the bill taken for confessed by all of the defendants, with general replication thereto, on which to Jesse Hodges, one of the defendants duly published and returned, on exhibits filed and was argued by counsel: On consideration whereof the Court doth adjudge order and decree that a Commissioner of this Court ascertain and report to this Court the annual and fee simple value of the tract of land in the proceedings mentioned; an account of the liens, if any, upon the said tract and any other matters deemed pertinent by himself or required by either of the parties to be so stated.

J. W. Turner
VT. } Copy of
 } Decree
Hodges v. a. c.

Sept. 21. 1870

Noted in. 10. Jan.
to 22. Feb. 1871

In Sole of Wight County Court Sept. 5th 1840.

Zachariah W. Turner

Plff:

vs: } In Chancery

Jesse Hodges, Joseph Hodges, & Mrs. E. Adams Defts.

This cause came on this day to be heard on the bill taken for confessed by all of the defendants, with general replication thereto, on notice to Jesse Hodges one of the defendants, duly published & returned; on exhibits filed, and was argued by Counsel; on consideration whereof the Court doth adjudge order & decree that a Comr of this Court ascertain & report to this Court the annual and fee simple value of the tracts of land in the proceedings mentioned, an account of the land if any upon the said tracts, and any other matters deemed pertinent by himself or required by either of the parties to be so stated

s. H. H. H.
Clerk

C. H. H. H. H. H.

James

N.

Hodges

Ralph Dean

Signed June 1872

To be entered

G. R. Dean

Entered

Turner

v

Hodges

This cause ~~was~~ came on this
day. ~~It~~ ^{in the papers formerly read} be again heard, and on the report of
Special Commissioner R. S. Thomas made
pursuant to a decretal order rendered here
in at the March Term 1871 to which report
no exceptions were filed and was argued by
counsel: On consideration whereof the Court
confirming the said report doth adjudge, order
and decree that R. S. Thomas Special
Commissioner as aforesaid, do, after filing
his receipt with the clerk of this Court
therefor, note down and collect the
first of the bonds given by John E. Adams
for the purchase of the real estate in
the proceedings mentioned, which said
bond is for the sum of \$195.20 dated July
30. 1871 and pay at the ^{the proceeds} ~~end~~ ^{year} after the date
~~and when collected~~ report in the ~~Mar~~
chan Farmers and Merchants
Savings Bank of Smithfield, Vir-
ginia, taking therefor a certificate of
deposit and make report of his
proceedings under this and all other
decrees rendered in this cause

with the clerk of this court his receipt therefor,
and that when he shall have received from
the said G. W. Thomas, and the said Trustees
of the said church
The balance of the money one of them he
make them, a ^{respective} Deed for the property
purchased of them of the said John E.
Adams, and ~~make a report to this court~~
~~wherein~~ and make to the said Trustees
of the said John E. Adams & James
Thomas a Deed for the remainder of the
land purchased of the said John E. Adams
at the Commissioners sale here in this
court before reported

James

vs

Judges

April Term 1823

To be entered

for the court

Entered,

James

v.

Hodges

This cause came on this day to be again heard on the papers formerly read, on the Petition of George Washington Thomas individually, of George Washington Thomas Robert-Emmett Saml Bailey, Levi Colonna. Fred Gwatney Jas. M. Busch and James Jenkins Trustees of the African Methodist Episcopal Church. R. S. Thomas ex. B. Story and N. P. Murray Trustees of James Thomas, and John E. Adams individually and as late partners trading as Thomas and Adams and the Special Report of R. S. Thomas Special Commissioner in this cause and was argued by Counsel: On ^{Conferring the said report to which no exceptions are filed} consideration whereof the Court, doth adjudge over and decree that the said R. S. Thomas do receive from the said George Washington Thomas, and the said Trustees of the said African Methodist Episcopal Church the sum of or sums that may be due by each of them respectively and that he apply the sum thus received to the payment of the bonds run by the said John E. Adams and James Thomas repaid & submitted in his report of Nov. 20th 1871 whether due or to be due, that he withdraw the said bonds by filing

Turner et al

V. Rough Draft

Kuryci et al

July Term 1873

To be entered.

Go. Letterson

October

Furman et al

v.

Hudges et al

This cause came on this day to be again heard on the papers formerly read and on the report of R. S. Thomas special commissioner under the decree of the April Term 1873 and on the petition of Robert S. Gill this day filed and was argued by counsel: on consideration whereof the court confirming said report doth order and decree that the said R. S. Thomas out of the sum of Six Hundred & fifty three ⁷/₁₀₀ dollars shown by said report to be in his hands first pay the unpaid costs of this suit including ^{eighteen dollars} ~~an attorney's fees~~ and ninety cents due ^{as per his report of} for ~~fifty dollars~~ to R. S. Thomas ~~for his fees~~ ^{November 20th 1871} ~~in this cause~~, and then pay thereout to the petitioner R. S. Gill in satisfaction of the decree named in his said petition the sum of Six Hundred and Thirty nine dollars and forty two cents with legal interest from the 25th day of May ¹⁸⁶⁰ till paid, and the balance thereof pay to the plaintiff Z. W. Furman in part satisfaction of the judgments named in the bill and report of Commissioner Young taking the receipts of the said parties for the said pay ments ~~and return them with his~~ report of his proceedings under this decree.

Turner

v.

Hodges

Rough Draft

Oct. 1873

To the Hon. Secy.

Geo. B. Wood.

Final

Entered (9)

Income

v.

Hopkins

This cause came on this day
to be again heard on the papers formerly
read and on the report of R. S. Thomas
Special Commissioner to which report
no exceptions were filed and was argued
by counsel: on consideration whereof
the court confirming the said report
with adjudge, order and decree that,
there appearing nothing further to be
done in this cause that it be removed
from this to Volke's

Turner
vs } Copy of
judgts:
Hodges & al;

"A" r

"B"

In Isle of Wight Circuit Court May 29th
1867

Zachariah W. Turner

Pliff.

vs.

John Debb

Jesse Hodges & Geo. C. Adams

Deft.

The judgment obtained at rules not having been set aside and the plaintiff being now entitled to a final judgment, it is considered that the plaintiff recover against the Defendant the sum of three hundred Dollars, the Debt in the declaration mentioned with interest thereon from the 1st day of May 1860 till paid, and his Costs in this behalf expended —

Costs: \$7.17

A Copy

Teste

The Same

Pliff.

C. H. Hart - C.C.

vs.

John Debb

Same - Co-obligors with Joseph Hodges Defts.
The judgment obtained at rules not having been set aside and the plaintiff being now entitled to a final judgment, it is considered that The plaintiff recover against the Defendants the sum of four hundred Dollars the Debt in the declaration mentioned, with interest thereon from the 1st day of April 1860 till paid, and his Costs in this behalf expended —

Costs \$7.27

A Copy

Teste

C. H. Hart - C.C.

Wilson Hall
to } deed
Jesse Hodges
or Ship Yard Lot.

"C"

53-
Stamp -

679

1849

Willis Wilson Seal
Nancy Wilson Seal
W. D. Jordan Seal
M. B. Jordan Seal

Virginia: Isle of Wight County. To wit:

We, James C. Jordan & Edwin Morrison Justices of the Peace for the County & State aforesaid. Do hereby Certify that Willis Wilson and W. D. Jordan parties to a certain deed bearing date 8th day of November 1849 thereunto annexed, personally appeared before us in our said County & acknowledged the same to be their act and deed; and desired us to Certify the same to the Clerk of the County Court of Isle of Wight, in order that the said deed may be recorded. Given under our hands & seals this 11th day of Nov^r 1849. —

Lat. C. Jordan J. P. Seal
E. Morrison J. P. Seal

Virginia, County of Isle of Wight. To wit:

We James C. Jordan and Edwin Morrison Justices of the Peace for the County and State aforesaid do hereby Certify that Nancy Wilson wife of Willis Wilson parties to a certain deed bearing date 8th Nov^r 1849, thereunto annexed, personally appeared before us in our County aforesaid being examined by us privily & apart from her husband & having the deed aforesaid fully explained to her she the said Nancy Wilson acknowledged the same to be her act & deed, and declared that she had willingly signed & sealed & delivered the same and that she does not wish to retract it. Given under our hands & seals, this 8th Nov^r 1849.

Lat. C. Jordan J. P. Seal
E. Morrison J. P. Seal

County of Isle of Wight, State of Virginia, to wit:

We, James C. Jordan & E. Morrison Justices of the Peace for the County & State aforesaid. Do hereby Certify that Mary B. Jordan wife of W. D. Jordan parties to a certain deed bearing date 8th Nov^r 1849 thereunto annexed, personally appeared before us in our County aforesaid being examined by us privily & apart from her husband, & having the aforesaid deed fully explained to her, she the said Mary B. Jordan acknowledged the same to be her act, & deed and declared that she had willingly signed, sealed, & delivered the same, and that she did not wish to retract it. Given under our hands & seals this 9th Nov^r 1849.

Lat. C. Jordan J. P. Seal
E. Morrison J. P. Seal

In the Clerk's office of Isle of Wight County Court, Feb^y. 4th 1850, this Indenture was received and with the certificates hereto annexed of James C. Jordan & Edwin Morrison Justices of the Peace in the County aforesaid in the State of Virginia admitted to record

Teste

H. P. Young C. C.

Attest

Teste

(C. G. Hart Clk.)

This Indenture made this 8th day of November
1849, between Willis Wilson and Nancy his wife
and Wm. H. Jordan and Mary his wife of the one part
and Jesse Hodges of the other part, all of the County
of Allegheny and State of Virginia, Witness
eth; that the said Willis Wilson & W. H. Jordan and
their wives Nancy Wilson & Mary Jordan have sold
to the said Jesse Hodges, that Lot or piece of Land
known as the "Old Ship Yard" as purchased by
said Wilson & Jordan of James C. Jordan & Co.
said Lot is under the Hill below the Lot of W. H. Day &
is bounded on the South by the Main road leading
to Purdie's Bridge, North by Bagaw Creek, and West
by the Lot of W. H. Day, which Lot is sold to the said
Jesse Hodges, for the sum of Five Hundred
Dollars; therefore this said Indenture, Witnesseth
that the said Willis Wilson and Nancy his wife
and W. H. Jordan and Mary his wife for and
in consideration of the sum of Five Hundred
Dollars to them in hand paid they have granted
bargained & sold, and by these presents do grant
bargain sell & convey to the said Jesse Hodges
and his heirs forever, the said herein before
mentioned Lot of Land, with the Houses and apper-
tenances & every thing to the same belonging
to the said Jesse Hodges, his heirs & assigns
forever, free from the Claims of the said Wilson
& Jordan & all others claiming under them;
And the said Wilson & Jordan for themselves &c.
do warrant the title to the said Land against
themselves & no other person except persons
claiming under them: Given under our
hands and seals this 8th day of November

Gray
To } Copy of
Hodges } Deed

"D"

1509

and parcel thereof, To have and to hold the said tract or parcel of land with all and singular the Tenements, hereditaments, and all and singular other the premises herein before mentioned or intended to be bargained and sold - and every part and parcel thereof, with every of his rights, me and appertenance unto the said Jesse Hodges his heirs & assigns forever to and for the only proper use and behoof of him the said Jesse Hodges his heirs & assigns forever, and the said Josiah S. Gray for himself & his heirs the said tract or parcel of land with all and singular the premises and appertenance before mentioned unto the said Jesse Hodges his heirs & assigns, free from the claim or claims of him the said Josiah S. Gray, his or either of his heirs, and of all and every person or persons whatsoever, shall, will, and do warrant and forever defend by these presents. In witness whereof the said Josiah S. Gray has hereunto set his hand & seal the day & year first above written -

Signed, sealed & delivered in presence of } Josiah S. Gray (seal)

Isle of Wight County, State of Va., to wit:

We Edwin Morrison and Merit Womble justices of the peace in the County aforesaid and State aforesaid, do hereby certify that Josiah S. Gray pursuant to a certain deed bearing date the 7th day of February 1848, and hereunto annexed personally appeared before us in our County

aforesaid and acknowledged the same to be his act and deed and desired us to certify the said acknowledgment to the Clerk of the County Court of Isle of Wight in order that the said deed may be recorded, given under our hands & seals this 7th day of February 1848,

E. Morrison (seal)
M. Womble J.P. (seal)

In the Clerk's office of Isle of Wight County Court, April 3rd 1848, This Deed was admitted to record upon the Certificate of E. Morrison and M. Womble (Justices) hereto annexed.

Teste
N. P. Young Clk.
A Copy
Teste
C. A. Hart C-

This Indenture made this 7th day of February
in the year of our Lord one thousand eight
hundred and forty eight between Josiah S.
Gray of the one part, and Jesse Hodges of
the other part all of the County of Lee of
Wight and State of Virginia Witnesseth
that the said Josiah S. Gray in consideration
of the sum of two hundred dollars lawful
money of this Commonwealth to him in
hand paid by the said Jesse Hodges at
or before the enrolling & delivery of these
presents, the receipt whereof is hereby ac-
knowledgeed, have bargained & sold, and
by these presents do bargain and sell
unto the said Jesse Hodges his heirs and
assigns a certain tract or parcel of land
lying & situated in the said County of Lee
of Wight containing by estimation Sixty
acres more or less and bounded as
follows On the North by the Lands of Anthony
L. Boykin, on the East by the main Road
leading from Powell's Mill, on the South
by the main Road leading to Scott's
Factory, & on the West by West's Mill
Pond together with all the tenements, heredita-
ments and appertinances whatsoever unto
the said tract or parcel of land belonging
or appertaining & enjoyed, taken or known
as part, parcel or member thereof, or as
belonging to the same or any part thereof
and the reversion and reversion & remainder
and remainders yearly and other rents, is-
sues and profits thereof, and of every part

Justices - of its acknowledgment before
them by the wives of R. C. Urquhart &
A. B. Urquhart, & of C. F. Urquhart's ac-
knowledgement -

Teste

H. C. Latimer D. C.

Copy Teste

C. H. Hart CLK.

Urquhart & Co -
to Copy of
Hodges

"House & Lot" in Smithfield, with general warranty, save as to the conveyance by the said County, which is with Special warranty, to him the said Jesse Hodges and his heirs forever, Witness the following signatures & seals this the day and year first above written

R. A. Urquhart (seal)
M. R. Urquhart (seal)
C. F. Urquhart (seal)
E. B. Urquhart (seal)
A. B. Urquhart (seal)
W. E. Urquhart (seal)

State of Va. So. ampton,
We — Justices of the peace for the County of So. ampton in the State of Va., do Certify that Mary Urquhart, wife of Rich^d. Urquhart and Martha Urquhart, wife of Anselm B. Urquhart, whose names are signed to the writing hereto annexed, bearing date on the 13th day of June 1856, personally appeared before us in the County & State aforesaid, and each of them being examined by us privily & apart from her husband, and having the writing aforesaid fully explained to them & each of them, they and each of them acknowledged the said writing to be her act, and declared she had willingly executed the same, and does not wish to retract it, Given under our hands this the 13th day of June 1856.

Wm. H. Sumnerell, J. P.
John Pettlow, J. P.

State of Va. County of So. ampton, to wit:
We William H. Nicholson & John Cobb Justices of the peace for the County of So. ampton in the State of Va. do Certify that Eliza B. Urquhart, wife of Charles F. Urquhart, whose name is signed to the writing hereto annexed bearing date on the 13th of June 1856, personally appeared before us in our County & State aforesaid, and being examined privily & apart from her said husband, and having the writing aforesaid fully explained to her, acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it, Given under our hands this the 17th day of June 1856 —

Wm. H. Nicholson, J. P.
John Cobb, J. P.

So. ampton County Va.:

P. L. Holmes a Justice of the peace for the County aforesaid in the State of Virginia do certify that Chas. F. Urquhart, whose name is signed to the writing above bearing date on the 13th June 1856, has acknowledged the same before me in my County aforesaid given under my hand this 21st day of July 1856 —

P. L. Holmes, J. P.

In the Clerk's office of Sole of Wight County Court: Dec^r. 6th 1856. The foregoing deed was received, acknowledged by R. A. Urquhart and A. B. Urquhart and admitted to record upon the Certificates hereto annexed of the

This Indenture made this the 13th day of June 1856. between Richard A. Urquhart in his own right & as Commissioner as hereinafter mentioned And Mary his wife Charles F. Urquhart & Eliza his wife, and Anselm B. Urquhart and Martha his wife of the first part and Jesse Hodges of Isle of Wight County Va: of the second part Whereas by virtue of a Decree pronounced in the Case of Urquhart vs Urquhart's Exors. &als, pending in the Circuit Court of Southampton, Va. At the May term 1856, thereof, the said Richd. A. Urquhart was appointed a Commr. to convey to the said Jesse Hodges the House & Lot in the Town of Smithfield, located on the Southern Side of Main Street, which had been purchased by said Hodges when sold under a Decree in the aforementioned Case, previously entered; And the said parties (of the first part) being desirous of Conveying any & all interest in & to the premises which may exist in any of them, have for such object, united in this Deed, Therefore This Indenture, Witneseth: that for & in consideration of the premises, and the price of the said property, paid by the said Hodges, and in pursuance of the requirements of said Decree they the said Richd. A. Urquhart in his own right & as Commr. as aforesaid, and Mary his wife, ^{Chas. F. Urquhart & Eliza his wife} and Anselm B. Urquhart and Martha his wife, do hereby bargain sell & convey, all of their several Interests & Title in & to the said

Recd of Mr. Adams for 5000 of Washington Thomas Trustee of
Bills for pay ment due, 20 Aug, 1842 (receipt given to Mr. Adams)

Recd of Mr. Adams for 7 Aug 1842 of Mr. Thomas 1000 of
within of amount of

Mr. Adams
Trustee of Washington

Agreement between Mr. C.
Adams, and Robert Lemuel
for W Thomas and others for
the purchase of a portion of
the property known as the
Ship Yards

I, K. K. Chapman a Notary Public for the county of
Schofield certify that the parties whose names
are signed to the writing above dated the 25th
day of October 1891 have acknowledged the same
before me in my county aforesaid
Given under my hand this 25 day of October 1891

K. K. Chapman
Notary Public.

And the said John E Adams covenants that in the payment of the last of the said several sums of money with interest thereon as aforesaid, that he, his heirs or assigns shall and will make, a complete title to said land, in fee simple with general warranty, to the said Robert Curson, James Bailey, Levi Solomon, Frederick Guatney, George W Thomas, James M Mosely and James Jenkins and their heirs, Trustees, for the use and benefit of the members of the African Methodist Episcopal Church worshipping in the town of Smithfield, and the said Robert Curson, James Bailey, Levi Solomon, Frederick Guatney, George W. Thomas, James M Mosely and James Jenkins covenant jointly and severally to pay the said five hundred dollars with interest thereon, in the sums and at the times herein before mentioned. It is further agreed that the said Robert Curson, James Bailey, Levi Solomon, Frederick Guatney, George W Thomas, James M Mosely and James Jenkins shall take possession of said property immediately upon the execution of these presents, and that thereafter they shall receive all rents and profits of the premises and pay all taxes against the same. Witness the following signatures and seals this 25th day of October one thousand eight hundred and seventy one.

John E Adams	seal
George W. Thomas	seal
Robert Curson	seal
James M Mosely	seal
James Jenkins	seal
James Bailey	seal
Levi Solomon	seal
Frederick Guatney	seal

Shadrach Jones pastor

Articles of agreement made and entered into this 25th day of October in the year one thousand eight hundred and seventy one, between John E Adams of the one part, and Robert Lorusae, James Dailey, Levi Colonna, Frederick Swatney, George W Thomas, James McMeely and James Jenkins Trustees of the second part: -

Witnesseth, that the said John E Adams, for and in consideration of the sum of five thousand dollars to be paid by the said Robert Lorusae, James Dailey, Levi Colonna, Frederick Swatney, George W Thomas, James McMeely and James Jenkins as follows, to wit: One thousand dollars on the 1st day of January 1872: One hundred dollars on the 1st day of July 1872: one hundred dollars on the 1st day of January 1873: One hundred dollars on the 1st day of July 1873: One thousand dollars on the 1st day of January 1874; and one hundred dollars on the 1st day of July 1874, with interest on each of said sums from the 1st day of January 1872 at the rate of ten per cent per annum, doth hereby agree to sell to the said Robert Lorusae, James Dailey, Levi Colonna, Frederick Swatney, George W Thomas, James McMeely and James Jenkins, Trustees, that portion of the "Ship Yard" lying in the town of Smithfield, Salisbury County and bounded as follows, viz: Commencing at the South-east corner of the lot belonging to the estate of W H Day dec^d, running thence parallel to the street in a south easterly direction one hundred feet, thence in a line parallel to the boundary line between the lot of said Day and the "Ship Yard", to the creek, thence up the creek to the corner of the lot of said Day, thence along the boundary line between the "Ship-Yard" and the lot of said Day to the point of Commencement.

Rec^d Smithfield Va 8 Jan'y 1842 of Geo Thomas One Hundred and
fifty dolls in a/c within agreement

Wm E Adams
Jas C Chapman

Rec^d Smithfield Va 15 Jan'y 1842 of Geo Thomas Fifty dolls in
a/c within.

Wm E Adams
Jas C Chapman

Rec^d Smithfield Va 4 Jan'y 1843 of Geo Thomas One Hundred
dolls in a/c of which (Chapman rec^d)

Wm E Adams
Jas C Chapman

Jas E Adams
with J Chapman
G. W. Thomas

Articles of agreement made and entered into this 16th day of October in the year one thousand eight hundred and seventy one between John E Adams of the one part and George W. Thomas of the second part: -

Witnesseth, that the said John E Adams, for and in consideration of the sum of three hundred dollars to be paid by the said George W Thomas as follows, to wit:

One hundred dollars on the 1st day of January 1872; One hundred dollars on the 1st day of July 1872, and one hundred dollars on the 1st day of January 1873, with interest on each of said sums from the 1st day of January 1872, at the rate of ten per cent per annum, doth hereby agree to sell to the said George W Thomas, ^{all} that portion of the "Ship Yard" lying in the town of Smithfield Schofield County, to the South east of the portion of said "Ship Yard" sold by the said Adams to Henry Burke on the 16th day of October 1871.

And the said John E Adams covenants that in the payment of the last of said several sums of money with interest thereon as aforesaid, that he, his heirs or assigns, shall and will make a complete title to said land, in fee simple with general warranty, to the said George W Thomas, and the said George W Thomas covenants to pay the said three hundred dollars with interest thereon, in the sums and at the times hereinbefore mentioned. It is further agreed that the said George W Thomas shall take possession of said property in the execution of these presents and that thereafter he shall receive all rents and profits of the premises and pay all taxes against the same. Witness the following signatures and seals the day and year first above written

John E Adams Seal
George W Thomas Seal



Hodges
vs J. E. Str. Hecum
Lyon Falls

Exhibit A.
filed with R. S. Gill's
petition

In Circuit Court Petersburg Nov^r Term 1860

Hodges

vs } Note for Decree

Lyon & als 2

"This day this cause came on to be further and finally heard upon the papers formerly read and upon the report of Commissioner George O. Buck made in pursuance of the decree of November Term 1859, to which report there is no exception and was argued by counsel. On consideration whereof the court approving said report doth confer the same and doth adjudge order and decree that the plaintiff Jesse Hodges after retaining in his hands the principal and interest of his claim and his costs in this suit as reported by said Commissioner Buck do pay to the defendant R. S. Gill the sum of \$239.62 with legal interest thereon from 25th May 1860 till paid."

An Extract Teste

John B. Armistead

Myack

Aug 23^d 1870

Dear Mr Young..

Glen
nan of Virginia told
me awhile ago he
would send the notice
of publication &c.

These Hodges today

Do me the favor
to enter this decree
at next Court & to act
as Commr. under it.

Very truly
R. L. Thomas

W. P. Young Esq
Smith & Co

Turner

of City of
Dublin.

Hodges

Decy, 24. 1890
filed.

I, *James Barron Stobe* 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 a week for four suc-
cessive weeks in the newspaper aforesaid.

Given under my hand this *23^d*
day of *Aug* A. D. 187*0*

James Barron Stobe
Pub.

Cost of executing the said order, paid by the
above-named plaintiff, \$ *4.50*

Advertising Rates, per square (10 lines nonpareil,) first insertion
75 cts, each subsequent insertion 37½ cts, or 50 cents when ordered on
alternate days.

AT RULES SET IN THE
Clerk's Office of the County Court of Isle of
Wight County, on the 28th day of February,
1870:—
Zachariah Turner, Plaintiff.
Against
Jesse Hodges, John E. Adams and Joseph Hod-
ges, Defendants.
IN CHANCERY.
The object of this suit is to enforce two judg-
ments against the said defendants for \$300 and \$400
respectively.
And affidavit having been made and filed that
the defendant, Jesse Hodges, is a non-resident of
the State of Virginia, it is ordered that the said
defendant, Jesse Hodges, appear here within one
month after due publication of this notice, and do
what is necessary to protect his interest.
A copy
W. P. YOUNG, Clerk.

GLENNAN, RUFFIN & CO.

VIRGINIAN NEWSPAPER & JOB PRINTING OFFICE.

JOB PRINTING NEATLY AND
PROMPTLY EXECUTED.

Norfolk, Va., July 6th 1870

Mr Godwin Crocker Thomas

To NORFOLK VIRGINIAN, Dr.

For *Copy Sent James W. Storer, Volker* \$
2 Apr 1 cent marks *4.50*

Received Payment,

J. W. Turner

v. { Cont. Notice

Hedg, tal,

To 22^d Feb. 1841.

Executed by deliv-
ing a copy to
each party
C. Chapman

Commissioner's Office, Isle of Wight Court House,

Jan. 10th 1866

186

To Garthwick W. Turner, Jesse Hodges & Joseph Hodges J. E. Adams

You are hereby notified that I have fixed upon the 22^d day of February next, if fair, if not, the next fair day thereafter, (Sunday excepted) to take and settle, at my office, the following accounts:

- 1st. An account of the annual and free simple value of the lands in the proceedings mentioned (being the lands of which Jesse Hodges is seized)
- 2nd. An account of the fees, if any, upon the said lands.

required to be taken by decree of Isle of Wight County Circuit Court, rendered on the 5th day of September 1866, in a suit in Chancery depending in said Court, between

said G. W. Turner Plaintiff, and said Jesse Hodges, Joseph Hodges & J. E. Adams Defendants.

at which time and place you are required to attend.

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

J. S. Young

Com'r.

Turner

by 2/3 Current
Bond

Hodges

July 3^d 1841 filed

Know all Men by these Presents, That we R. S. Thomas
+ J. O. Thomas

are held and firmly bound unto the Commonwealth of Virginia in the sum of Eight
Hundred Dollars — to the payment whereof, well and truly
to be made, we bind ourselves, our Heirs, Executors and Administrators, jointly and severally, firmly
by these presents. As witness our Hands and Seals, this 3rd day of July
in the year of our Lord, one thousand eight hundred and Seventy one

The Condition of the above Obligation is such, That whereas, by a Decree of
the Circuit Court of Isle of Wight County, pronounced on the day of March 1871
in a cause depending in the said Court, in which J. W. Turner

Plaintiff, and

Jesse Hodges, Jr., E. Adams & Joseph Hodges Defendant, the
above bound R. S. Thomas was appointed a special
Commissioner to sell the lands of Jesse Hodges
in the proceedings mentioned and
make report thereof to the Court

Now, if the above bound R. S. Thomas — shall faithfully discharge
his duties as Commissioner under the said Decree, then the above Obligation to be void, otherwise
to remain in full force and virtue.

Signed, Sealed and Delivered }
in the presence of

A. P. Young Clerk

R. S. Thomas

J. O. Thomas



The Clerk of the County Court of Harford
County, will. summons to January Rules, James G.
Hutton, Eliza C Phillips, Aaron Puden & P B
Plentis Trustee under Will of Trust from said
Eliza C Phillips for the benefit of said Aaron Puden,
to answer the Bill in Chancery of ^{James Whitehead} James G Hutton
Dec 9/72 May do per

Send to me per mail copies of Judgment of