

1881-004 Chancery Causes: John E. Thomas' exor, Andrew J. Vellines & ux, Martha Thomas' admr Folder 1
Isle of Wight County Vs Arthur B. Stott, Leroy Lee Vellines & al, by & c

Petition of John W. Stott, by & c

Petition of George W. Sley

Petition of Leroy R. Vellines & al, by & c

Petition of George F. Hall, exor of John E. Thomas

other surnames' Womble Booth,
Young Pulley

A further account of all debts, claims or demands against John C Thomas or his estate, showing their character and amount.

4th Chap.

A judgment obtained by Washington Thomas against the Executor due December 31 st 1884 for \$47.00 Cash ⁸⁰⁴	47 80	
Interest on \$47.00 to October 19 th 1871	<u>19 18</u>	66 98
A judgment obtained by John A. Hall against Executor due 31 st Dec 1883 for \$45.00 Cash ⁴⁷⁵	46 70	
Interest thereon on \$45.00 to October 19 th 1871	<u>21 18</u>	67 88
A judgment obtained by J. Edwards against the Executor for \$15.00 Cash ⁵⁰ due December 31 st 1888	14 00	
Interest on \$15.00 to October 19 th 1871	<u>2 22</u>	16 22
A judgment obtained by same against the Executor for \$13.46 due August 1 st 1868 and 804 Cash	13 26	
Interest on \$13.46 to October 19 th 1871	<u>2 40</u>	15 46
An account due J. Robert of firm of Charles & Chapman	32 00	
Interest thereon from October 26 th 1868 to October 19 th 1871	<u>5 72</u>	37 72
A claim for damages due to Charles & Chapman	50 00	
Interest thereon from January 1 st 1879 to October 19 th 1871	<u>8 40</u>	58 40
An account due to John F. Chapman	21 25	
Interest thereon from December 31 st 1883 to October 19 th 1871	<u>9 93</u>	31 50
An account due to Smith & Black	1 65	
Interest thereon from January 1 st 1882	<u>97</u>	2 62
		<u>296 43</u>

Commissarys Office Southfield. July 15th 1871

To the Honorable Court of Sessions of West County

Pursuant to a decree of the said Court rendered on the 19th day of April 1871 in and to which
responding therein between George F. Hall executor of John E. Thomas and others plaintiffs and
Andrew J. Helmes and Mary R. his wife and others defendants the undersigned one of the Com-
missaries in Chancery to whom was referred for settlement by said decree, a further ac-
count of the debts, claims and demands against John E. Thomas or his estate, showing their
character and amount, reports to court that he paid notice to the parties interested, requiring
them to attend the settlement of said accounts before him at his office on the 29th day of June
1871, and also posted a copy of said notice at the front door of the Court House on some
court day last past, that the said notices were returned to your commissary duly received
or acknowledged, and on the date of this report your commissary made up and completed
the foregoing ^{further} account of the debts, claims and demands against John E. Thomas or his estate
and finds them to amount to \$291.⁴³ and that they are all of the 1st class and of equal
equity.

Given under my hand as Commissary of the said Court the day and year first above
said,

Time employed 9 hours. Fee \$9.⁰⁰

Geo R. Robinson

Thomas's Excursions

vs

Hillier and others

Commissaries Report.

Octo. 18. 1891 filed.

Dr. The Estate of John E. Thomas decd.
In account with George P. Hall his Executor.
(Etor. qualified 15th Mar. 1869.)

1869			
Mar.	1 st	To paid Revenue Stamp on probate &c	9 00
"	"	" " Geo. J. Murphy appraiser &c	8 50
"	"	" " Greenbough laborer	3 25
"	4 th	" " W. G. Roise for Coffin	45 00
"	11-	" " Washington Thomas labor	2 75
"	"	" " E. P. Womble appur. &c	34 60
"	12-	" " Margaret Paulson labor	50
"	"	" " Daniel Johnson "	2 10
"	"	" " Diana Council "	1 50
Apr.	1.	" " R. H. Pulley appur.	1 00
"	"	" " W ^m A. Womble clk. at sale &c	20 00
"	3.	" " E. W. Drake labor &c	23 31
Oct.	"	" " G. W. Atkinson att. fee	10 00
"	"	" " Clerk's fees	6 08
1870	Jan. 4.	" " Thomas & Adams ft. on Tomb stone	2 50
"	"	" " Geo. W. Holliman crier	15 00
Mar.	1	" " Geo. D. Cooper tomb stone	99 70
"	"	" " W ^m E. Allen funeral &c	16 90
"	"	" Commission on \$3752.59 receipts	187.63
"	"	" Balance per contra	3263 24
1869			
Apr.		By interest on \$14,600.00 State Bonds	
		Apr \$14.60 Taxes on same	277 40
Sep.		" do. on do. Apr \$7.30 Taxes	138 70
"		" net sales of produce & other sold by J. Adams	147 53
"		" as per acct. on appraisement	
"		" amt. of acct. of sales of other estate	3188 96
		\$3752.59 \$3752.59	

An account of all debts, claims or demands
against John E. Thomas decd. or his Estate,
showing their character & dignity.

Eschul W. Jones	due bill 21. Feb, /68	3	88	
Int. to 18. Octo. 1870		62	4	50
Same acct. for		19	75	
Int. from 18. Aug. 1868 by average		2	56	22 31
R. H. Puttaw brod due Jun 5 th 1868		60	00	
Int. thence to 18. Octo. 1870		8	50	68 50
E. L. Clef acct. 18. June 1868		10	90	
Int. thence to 18. Octo. 1870		1	52	12 42
Thomas & Aldamus acct. for		51	34	
Int. from 31. Dec. 1868		5	60	56 94
Same acct. for		33	30	
Int. from 1 st . Sept. 1869		2	30	35 60
George T. Parr acct. 21. Dec. 1868		1	50	
Int. to 18. Octo. 1870		16		1 66
George S. Hall acct. for		42	74	
Int. from 18. June 1864, by average		16	24	58 98
R. S. Thomas acct. for		10	00	
Int. from 15. June 1867		2	00	12 00
				<u>\$ 272 91</u>

An account of the fee simple & annual value of
the lands devised by John E. Thomas to Arthur
B. Stott. a

Home tract \$4060. ⁰⁰	Sykes tract \$858. ⁰⁰	4918 00
Villiers old place \$1624. ⁰⁰	Stott tract \$200. ⁰⁰	1824 00
The simple value		<u>\$6742 00</u>
Annual value of said lands \$400 00		

An account of the interest of Arthur B. Stott
in the lands devised from his father, Arthur
B. Stott esq. decd.

A tract of land near Burwells
Bay of 248 acres, in which
the wife of A. J. Villiers is entitled
to dower & widow of A. B. Stott
decd; valued ^{on an 1/2 b. & 1/2 p} at \$4216.⁰⁰ the
fee simple being in Arthur B.
and Jm. W. Stott children of said
A. B. Stott the decd.

Estimated interest of Arthur
B. Stott in said land subject
to dower of said

\$1500 00

Commissary Office, Isle of Wight, Geo. Aug: 19th 1870
To the Circuit Court of Isle of Wight County.

Pursuant to a decree of said circuit court, rendered on the
17th day of May, 1870, in a suit therein defended by between Geo.
F. Hall executor of John E. Thomas, and Mrs. Villiers & M. A. his wife & al.,
plaintiffs against Leroy S. Villiers, Rich. D. Villiers, S. J. Villiers

J. A. B. Still *clerk*: directing a commissioner of said court to take the following accounts, viz: 1st. An account of the transactions of Geo. F. Hall as Exr. of Jno. E. Thomas decd. - 2^d. An account of all debts, claims & demands against the said Jno. E. Thomas or his estate, showing their character & dignity. 3^d. An account of the fee simple & annual value of the lands devised by Jno. E. Thomas to Arthur B. Still, and of the interest of said Arthur B. Still in the lands derived from his father, Arthur B. Still sr. decd. Your commissioner reports to the court that, said decree being placed in his hands for execution, on the 2^d of July last he issued notices to the parties that he had appointed the 19th day of August, 1870, to take & settle at his office, the accounts required by said decree & requiring them to appear at said time & place. That for want of necessary information, the accounts were continued until the date of this report, on which day, your commissioner from the vouchers & other evidence before him has made up & completed the foregoing accounts marked A. B. C. Respectfully

act. A.

Account A. is of the transactions of Geo. F. Hall as Exr. of Jno. E. Thomas decd. and shows that on the 1st day of March 1870, there was a balance of \$2263.24 due from the said Executor to the estate of said Jno. E. Thomas. Account B. shows the amount of debts, claims & demands against the said Thomas or his estate to be \$272.91 all of same character & dignity.

act. B.

act. C.

Account C. shows the fee simple value of the land devised to Arthur B. Still by Jno. E. Thomas to be \$6742.⁰⁰ and the annual value thereof \$400.⁰⁰ Account D. shows the interest of A. B. Still in the lands derived from his father Arthur B. Still sr. decd. to be \$1500.⁰⁰ The notices issued as aforesaid, and herewith returned executed. Given under my hand as a commissioner of said circuit court, the day & year first aforesaid.

act. D.

J. P. Young Comm. in Ch.

Time 10 Hours
Comm. fee — \$7.50
Stff. " — 2.00
\$9.50

Thomas' Papers, Jan.

J. E. W. W. H. H.
Filed Sept. 30
1870

Valued for J. A. B. Still

This day personally appeared before me H. J.
Young, Wm. A. Womble & Geo. S. Wallace ^(and made oath) that
they have been read the petition of Leroy C.
Vellins, Della S. Vellins, Seymour J. Vellins and
Richmond D. Vellins by A. J. Vellins their next
friend and that the statements contained
therein are true ^{as they believe}. That they feel no hesita-
tion in saying that such an expenditure
as is asked for in said petition would be
very advantageous to said infants and
would be highly judicious and proper.

Affirmed to before me by the above
Hanna H. Young, W. A. Womble & Geo. S. Wallace
This 8th day of Oct. 1874.

C. H. Hart, Court. in
(Chancery of DeKalb County)
County Court.

Thomas Eyre

M. Affidavit
H. D. Jones, Co. C. 11th
Regt. 6th Div. 104th
Regt. 11th

This day personally appeared before me
George H. Jordan. Abraham Vellines
and Thomas Schofield and made oath
that they have heard read the petition of
Leroy L. Vellines. Ella T. Vellines. Seymour
J. Vellines and Richmond D. Vellines by A. J.
Vellines their next friend, and that the
statements contained therein are true,
the said mill is now entirely valueless
but by making the necessary repairs
it will become very useful to the
community and valuable to the own-
ers, the sum of Six Hundred dollars
judiciously expended would be suffi-
cient to make the necessary repairs
and they feel no hesitation in saying
that the interests of the infant heirs
would be promoted by such expendi-
ture.

affirmed to before me by the above
named George H. Jordan Abraham
Vellines and Thomas Schofield, this 26th
day of May 1874.

Le. H. Hart, Comr., in chg.
of Isle of Wight Circuit Court,

Thomas Ennis
by
Velling & others

applicants of
E B Gordon &
others

The Deposition of George R. Pully a witness of lawful age taken on this 28th day of June 1871
before George R. Atkinson one of the commissioners - Chancery of the Circuit Court of
the State of New York, at his office in Southfield to be read as evidence in a certain matter of
account referred to his jurisdiction by decree of said court rendered on the 19th of April 1871
in a suit in Chancery depending therein between Geo. H. Hall executor of John E.
Thomas and also plaintiffs and A. Williams and wife and others defendants -

George R. Pully being duly sworn deposes as follows that in 1868 Charles J. Chap-
man authorized John E. Thomas's land. That according to the bargain between them
the said Thomas was to keep the fences in repair. That he failed to do so and his
horses, hogs and cattle at various times got into the crop of the said Chapman and
injured and destroyed at various times. That the said Chapman complained to the said
Thomas about these depredations and threatened to shoot the animals depredating and
the said Thomas promised to pay for the damage so committed. That defendant
is satisfied that fifty dollars is less than the real amount of damage so commit-
ted and further this defendant swears not.

George R. Pully
Subscribed and sworn to before me as Commissioner as aforesaid the day and year
first expressed

Geo. R. Atkinson

Richardson and Pa Mich 30th

Thames' Cox & Co

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Thames and Co

Departure of Lord R. Pelley

The deposition of George R. Pulley a witness of lawful age taken on the 28th day of June 1871 before George R. Robinson one of the commissioners in chancery of the Circuit Court of Alle of Wight County at his office in said county to be read as evidence in a certain matter of account between said Pulley and by decree of said Court made on the 19th day of April 1871 in a suit in chancery pending therein between Geo. H. Hall executor of John E. Thomas and others, Plaintiffs and Andrew J. Williams and wife and other Defendants.

George R. Pulley being duly sworn deposes and swears that he was living with John E. Thomas in 1868 at the time when the several transactions occurred for which an amount is in the account of Charles J. Chapman against John E. Thomas amounting to thirty-two dollars, and which is filed herewith marked A, that he knows that the services therein charged was rendered by said Chapman by request of said Thomas, and that same was paid by said Thomas, and that he thinks the charge for said services and that is not only reasonable but that said defendant would have charged and further deposes and swears not.

George R. Pulley

Subscribed and sworn to before me, Commissioner as aforesaid, the day and year first aforesaid

Geo. R. Robinson

Thomas's Ep^o Falls

As

William Falls

Repositories of
Wm A. Pulling

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, Greeting :

We command you to summon *Leroy Lee Vellines, Ella T. Vellines, Richard*
A. Vellines, Seymour J. Vellines & Arthur B. Stott ^{*all of you W. State*} ~~*and John W. Stott*~~,
all of whom are infants,

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 Bill in Chancery of George T. Hall Executor*
of John R. Thomas deceased, Andrew J. Vellines and Mary R.
his wife, and the said Andrew J. Vellines as administrator of
Martha Thomas deceased ~~*and John W. Stott*~~ *infant*
being by A. J. Vellines his next friend.

~~*a plea of*~~ *for* ~~*damages, \$*~~ *And have*
then there this writ. Witness, CHARLES H. HART, Clerk of our said *Circuit*
Court, at the Courthouse, the *30th* day of *June* 18*69*, in
the *9th* year of the Commonwealth.

Geo. F. Hall Sec. of
Jno. E. Thomas et al.
and others.

v. 3 Sums. to amt.
Bill

Seroy L. Villiers talr.

To July Rules 1869.
Ad. Ct.
G. R. Atkinson ssg.

To the Hon^{ble} E^t Pelt, Judge of the Circuit Court of S^t. of Wright County
in Chancery sitting.

The joint and several answer of Arthur B. Scott, John W. Scott, Richard
D. Villiers, Ella T. Villiers, Seymour J. Villiers, and Leroy L. Villiers infants
under the age of 21 years by H. Young their guardian ad litem, to the bill
of complaint of George F. Hall executor of John E. Thomas dec^d, Andrew
J. Villiers in his own right and as administrator of Martha Thomas dec^d
and Mary R. Villiers wife of the said Andrew J. Villiers complainants.

The defendants severally answer and say that they are infants under
the age of 21 years, and that they severally ~~have~~ such interest in and
under the will of the said John E. Thomas as they are respectively entitled to,
and submit their interests to the protection of this honorable court, and having
uncovered they pray hence to be relieved with their costs unreasonably ex-
pended, and they will ever pray &c.

H. Young guardian

Thomas L.
M. Z. Chy.
Villiers &

Infants and

filed July Reuter
1869

To the Hon. Geo. Brown, Mayor of the County
Board of Lee & Wight County,

Your petitioners

Geo. S. Duke, Exor of Thos. E. Thomas and his
peacefully sheweth, that as ever exhibited
a bond against A. J. Vallins with Thos. E. for
him as surety for \$1309. ¹⁴ ~~14~~ ^x dated 10th
March 1869, which bond was taken for
purchase at the sale of the estate of
Thos. E. Thomas dec'd. That in his ex-
ecutorial accounts heretofore taken and
reported to Court in the name of Thomas
Exor A. J. Vallins & others he was charged
with the whole amount of said account
of sales thus missing, the above mentioned
bond a part of the balance found against
him of \$5702.38¹ by Court of appeals of
25th Oct. 1872 filed in said case which
he was directed by decree of Oct term 1872 to
~~deposit~~ deposit in the Mercantile Bank of
Norfolk subject to the order of the Court.
When the above mentioned bond was
taken it was reported as good & solvent
but subsequent events somewhat changed
in in this respect and it became doubtful.
In this state of things your petitioners took
from A. J. Vallins a deed of trust securing
it, on a tract of land of 365 acres in Lee

of Wight Court, then becoming to said Vellins.
On the 23rd Sept: 1878 H. D. Goring the trustee
in said deed of trust pursuant to instructions
said said bond when your petition to save
the debt was to benefit the children of said
Vellins who are entitled to the money now
decreed rendered in said suit because the
purchase of said land at the sum of
\$1890.78^x being the amt. of said bond and
int. and costs of executing the deed of
trust. Your petitioner needs said purchase
claim as an investment of the amt due
on said bond in said real estate for the
benefit of the children of said A. J. Vellins
to wit: Leroy C. Vellins, Ella F. Vellins, William
Howard S. Vellins and Seymour J. Vellins
who were entitled to the proceeds of said
bond as aforesaid. He thinks said in-
vestment a wise, safe, and good one
for said infants and asks the court
to confirm the same, and to give him
credit for the amt. as against the above
amt of \$5762.38^x found in his hands as
above mentioned. And your ~~petitioner~~
petitioner will ever pray &c.

Geo. F. Hall Esq.

Thomas Exon

n. } Petition of Exon

Villains

C 1875

Board of Villains &
Bank statement filed
herewith

the petition of Geo W. Ely respect-
fully represents that in the
month of February 1872 he
constructed a water wheel for
the mill property devised to
Leroy L. Bellines, Ella J. Bellines
Seymour L. Bellines and Rich-
mond L. Bellines by the last
will and testament of John
B. Thomas. That said work was
necessary to be done and that
he charged for the same the
sum of nineteen dollars and
fifty cents. (\$19.50). That the
work was done by the request
of A. S. Bellines the father of
the said infant children to
whom the said mill property was
devised and that he has not
yet been paid for the said
work for the reason that
there is no legally qualified
guardian of the said chil-
dren. He therefore prays
that this Hon. Court will
make an order that out of
the funds heretofore directed
to be paid ^{to their guardian} the sum of \$19.50
may be paid to your Petitioner.

And as my duty bound. I will see
you.

Geo W Eley

Presented and entered before me as a witness in the
of the Court of the County of the 6th Day of October 1874

Geo W Eley

Oct 1874

Notation of
Geo W Eley.

The petition of Leroy L. Vellines, Ella T. Vellines, Seymour J. Vellines and Richmond D. Vellines by A. J. Vellines their father and next friend, respectfully represents, that the mill property devised to them by the last will and Testament of John E. Thomas decd. is going rapidly to decay and that repairs upon it have become absolutely indispensable, for the want of these necessary repairs said mill is now wholly useless and its use has been intirely discontinued since May 1873. Unless said property can be repaired it is intirely valueless as an investment. They therefore pray that this Honorable Court will make an order that out of the funds heretofore directed to be paid to their legal guardians the sum of Six Hundred Dollars may be laid out and expended in making the necessary repairs upon the said mill, And as in duty bound they will ever pray, &c.

Leroy L. Vellines
Ella T. Vellines
Seymour J. Vellines
Richmond D. Vellines By
A. J. Vellines

Thomas Eper

as
Bellinger & others

Petition

To the Hon. Judge of the Circuit Court of D.C.
Wright Building

Your petitioners Leroy V. Collins
Ella S. Collins, Seymour J. Collins and Richmond
E. Collins by A. J. Collins their father and next
friend very respectfully represent to your honor
that they are singularly talented young men and
that their father is unable to provide for
their education and maintenance in a
manner suitable to their estate in life.
That should they ever have the benefit of
the estate left them by their grandfather
for a Thomas their education will neces-
sarily have to be neglected and they will
be otherwise more readily provided for
than is necessary for them to be. That there
are funds in the hands of their said grand-
father, or due to them or belonging to
them which might be very advantageously
by expended for their education and main-
tenance. They respectfully ask that said
expenses may be authorized & required by
the Court to expend for the purposes before
said the sum of fifty dollars each for the
current year out of the funds in his hands, or to be

Leroy V. Collins

Ella S. Collins

Seymour J. Collins

Richmond E. Collins

By Geo. A. Tolson atty. } By A. J. Collins their next friend

Thoreau's list

1. { Edition of
2. { *Vellius abulensis*

Vellius &c

Thomas Excelsior

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William Sals

From petitioner John W. Stote by J. P. Young his next friend respect-
fully represents that he is now in his 20th year of age, and is not able
of any means of support, and is desirous of engaging in some occu-
pation ^{for a support}; that his predilections, growing out of his habits & education are
in favor of farming, that it is a business which requires some
for the purchase of horses & other farming implements &c -
considerable outlay the first year, and he prays the court to make an
appropriation of the sum, coming to him from the estate of John C. Thomas
to enable him to engage in this business, and he will ever prove.

J. P. Young, Jr. Attest
Solicitor

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To the Hon^{ble} E^p Pitts Judge of the Circuit Court of Alle of Wight County
Humbly complaining sheweth unto your honor, your orator George
F Hall executor of the last will and testament of John E Thomas deceased,
and Andrew J Villinis in his own right, and as administrator of Martha
Thomas deceased, and Mary R Villinis the wife of the said A J Villinis, that the
said John E Thomas, at the time of making his will hereinafter mentioned, and
at the time of his death, was seized in fee simple of diverse lands, tenements
of considerable yearly value,
and tenements in the County of Alle of Wight, and being so seized and into
the, and also possessed of considerable personal estate, did on or about the
15th day of August 1860, make his last will and testament in writing, and
which was duly signed and published by him, and attested by him in such
manner as by law is required and thereby bequeathed to his wife who was the
above mentioned Martha Thomas, deceased, certain lands particularly
mentioned and described in the said will, and also his chattel property with
one thousand dollars in money, To your orator Mary R Villinis his daughter,
and sole heir at law and distributrix he gave one hundred and fifty dol-
lars, to be paid her annually for life, commencing at his death. To his
grandson Arthur B Pitt one of the defendants hereinafter named he
gave, in fee simple, all the land bequeathed to his the said John E Thomas's wife,
for life, together with one third of all his money after paying his just
debts. To your orator Andrew J Villinis he bequeathed the use of his mill for four
years commencing on the first day of January 1864 in consideration of his
having helped to repair the same, then to the children of his daughter by the

and J. Villiers in fee simple, but the fourth and sixth clauses of the said will he gives the land and estate herein by his mother (excepting half an acre where the grassy ground is) with the land which he purchased of Claiborne Brothers and the land called "Hottel" to be sold or equally divided between the Defendant J. Walter Hottel and the children of his the said John E. Thomas daughter by Andrew J. Villiers, and also all his money which is not rolled away, to be equally divided between the said John Walter Hottel and his grandchildress by Andrew J. Villiers, and by the fifth clause he binds his grandson the said Arthur B. Hottel and his heirs that they are not to claim or accept any part of the land owned by his the said Arthur B. Hottel's father, but that the said John Walter Hottel shall have it all, and if the said Arthur B. Hottel or his heirs shall claim or accept any part of the said land he or they shall forfeit the amount out of what is given to the said Arthur B. Hottel by the said will, unless the said John B. Hottel shall die leaving no lawful heir or child. As will appear by a duly certified copy of the said will submitted (A), filed herewith and prayed to be taken as a part of this bill. And your orator further sheweth unto your honor that the said testator John E. Thomas departed this life on or about the day of 1849 without having revoked or altered his said will, and the said testator at his death left Matthew Thomas his wife, your orator Mary R. Villiers his only child and sole heir at law and distributee and the Defendant John B. Hottel and the Defendant Arthur B. Hottel who are the children of the said Mary R. Villiers by a former marriage with one Arthur B. Hottel who is now dead, and Henry L. Villiers, Ellen T. Villiers, Richard D. Villiers and J. Thomas

J Villins who are the children of the said Mary K Villins by her present husband,
Arce J Villins, his grand children, and that the said Arthur B Stott, John
H Stott, Leroy L Villins, Ellis J Villins, Richmond B Villins and Suggins
J Villins are all infants, under the age of twenty one years. And your orator
George F Hall being, by the said will, appointed sole executor thereof hath since
the death of the said John E Thomas duly proved the same in the county Court of
Salem of Wright County, and taken upon himself the execution thereof, as will
appear by the certificate of the clerk of the county Court of the said county, which
is annexed to the copy of the said John E Thomas will marked A and filed herewith.
And your orator further show that on or about the day of February
1869 the said Martha Thomas departed this life, intestate, and your orator Arce
J Villins on the 1st day of March 1869, in the county Court of said Cook
obtained letters of administration on her estate, as will appear by the duly certified
copy of the record of the said Court marked B filed herewith, And your orator
further show unto your honor, that the said testator at the time of his death, was
possessed of, interested in and entitled to considerable personal estate and effects
consisting of Horses, cattle, hogs, corn, household and kitchen furniture, farm
implements, ~~and~~ and also of \$14,400 worth of Virginia State bonds
known to by individuals amounting to \$3049.99 and thirty seven dollars
in money as will appear by a copy of the appraisement of the estate of the
said testator marked C filed herewith, and prayed to be taken as a part of this
bill; and your orator George F Hall further showeth that he hath possessed
and hath sold that portion thereof of which was proper
himself of the above mentioned personal property and hath discharged

testator's personal copious, and debts and is desirous of applying the said
testator's personal estate to the payment of the legacies bequeathed by the said
will, according to its provisions, and to say, is in justice and equity ought to be
the case. But now as it is, may it please your honor, that as to the same
in the name of your orator George B. Hunt as to the true construction of the said
will and the proper manner of applying the said personal estate or the proceeds of
the same, according to the directions of the said will, and the said Arthur B.
Hunt, John H. Hunt, George L. Williams, Ella T. Williams, Richmond B. Williams and
Thymour J. Williams sometimes allege that in the bequest to them of "all his
money" he intended to give them all of his personal estate of every kind over
and not to the wife of Martha Thomas in that described as dotal property, and in
the sum of Five Thousand Dollars, and the said Martha Thomas the tenant for life having
and they are now entitled to the present possession, ^{your orator & orators} ~~the said~~ ~~Arthur B.~~
~~Hunt and~~ ~~John H. Hunt~~ ~~George L. Williams~~ ~~Ella T. Williams~~ ~~Richmond B. Williams~~ ~~and~~
~~Thymour J. Williams~~ charge the contrary of such pretences to be true and
that the said testator, used the term "money" in its common and ordinary
meaning, including only coin and bank notes, and that his disposition having
been made of the personal estate of the said John E. Thomas, other than money, this
said John E. Thomas has died intestate as to that, and it belongs to the said Mary
& Williams as the sole distributees of his estate. And the said Arthur B. and John
H. Hunt, and George L., Ella T., Richmond B. and Thymour J. Williams, sometimes
and the same not having been informed by her,
pretend that by virtue of the provision made for her in the said will, that said Mar-
tha Thomas is dowered of her one third of her said husband's personal estate;
whereas your orator Thymour J. Williams the administrator of the said Martha

Thomas charges the contrary of such pretence to be true, and that the said Mar-
tha Thomas having died within the twelve months in which she is allowed by law
to make her renunciations, her estate is entitled to her third of the said John E
Thomas's personal estate. And the said Leroy L. Ells, T. Richmond W. and
Thymon J. Villiers sometimes pretend they are entitled to the rent of the mill
for the year 1868 and up to the death of the said testator, whereas your orator George
McCall senior charges the contrary of such pretence to be true, and that the
said rent belongs to him as executor for the payment of debts legacies &c.
And the said Leroy L. Ells, T. Richmond W. and Thymon J. Villiers some-
times pretend, that, of the land given by the said testator to ^{the said or equally divided between} the said John
W. Stoll and his the said John E. Thomas's daughter's children by Andrew J. Vil-
liers, and of the money bequeathed to be equally divided between John W. Stoll
and his the said testator's grandchildren by Andrew J. Villiers, each one of
them is entitled to share equally with ^{the said} John W. Stoll, that is to say
that each one of them is entitled to one eighth of the said land and money, and
^{the said} John W. Stoll to one eighth; whereas ^{the said} your orator John W. Stoll charges
the contrary of such pretences, ^{to be true} and that one half of the said land and mo-
ney belongs to him and the half to the said defendants jointly; And the said
Arthur B. Stoll sometimes pretend that the devise of land, and bequest of
one of third of the money of the said testator, by the said will, is to him the said
Arthur B. Stoll, absolutely and free from any condition, and that the said Andrew
J. Villiers and Mary R. Villiers sometimes pretend that if the said Arthur
B. Stoll were not living, the said money bequeathed to him should be

quest, the said land and money well belong to the said Mary A. Williams as
the sole heir and distributee of
~~The said John C. Thomas, he not having devised the same over, on behalf of the executors, and having died intestate thereof.~~ ^{The said} John W. Stott
charges the contrary of each pretence to be true; and that the said devise and
bequest to the said Arthur B. Stott is coupled with the condition that he shall
not claim or accept any part of the land inherited from his father, and that
he shall relinquish his portion thereof to ~~the said~~ ^{the said} John W. Stott; and that if
the said Arthur B. Stott or his heirs shall neglect or refuse to make such relin-
quishment, that he or they shall forfeit of the devise and bequest made by the
said John C. Thomas, a sum equal in amount to the value of his said Ar-
thur B. Stott's portion of the land owned by his father, and that ~~the said~~ ^{the said} John W. Stott shall have the same in compensation for the said Arthur B. Stott's
refusal to make such relinquishment. And your orator George F. Hall in-
der the circumstances aforesaid is unable to administer the said personal-
estate, so as to satisfy whereof and for same. So your orator and
orators can only have adequate relief in the premises in a court of equi-
ty where matters of this nature are properly cognizable and relievable.
To the end therefore that justice be done your orator and orators pray
that the said Arthur B. Stott, ^{John W. Stott} Leroy A. Williams, Ella T. Williams, Richmond
B. Williams and Legemon J. Williams be made parties defendant to this bill
and be required on their corporal oaths to answer the same according to
the best of their knowledge, remembrance, information and belief, as fully
and particularly as if the statements of this bill were here again repeated.

and the said defendants thereto specially interrogated; that a proper guardian ad litem be assigned them to defend their interests in this suit; that the said will of the said testator may be established, and the trusts thereof performed and carried into execution, and that the rights and interests of your orators and oratrix, and of all parties under the same in the real and personal estate of the said testator may be ascertained and declared by the decree of this honorable court; that an account may be taken by and under the direction of this court of all the personal estate and effects of the said testator, ~~property in~~ ^{in the} hands of the said George F. Hall executor or in the hands of any other person or persons by his order or for his use, and also of the funeral expenses, and debts of the said testator and that the charges due of the said testator's personal effects and estate may be ascertained, and the same may be paid to the persons entitled thereto; and that an account may be taken of the real and personal estate bequeathed and devised to the said Arthur B. Stoll in the said will and of the said Arthur B. Stoll's portion of the same ~~owned~~ ^{owned} by his father, and now owned by the said Arthur B. Stoll and ~~the said~~ ^{the said} ~~executor~~ John W. Stoll, and if it shall appear that the said devise and bequest to the said Arthur B. Stoll is made upon the condition that he the said defendant shall relinquish to ~~the said~~ ^{the said} John W. Stoll all of his ^{the} said Arthur B. Stoll's interest in his father's land, that it may be declared that his bond to elect conformably to the said will, or to renounce in favor of ~~the said~~ ^{the said} ~~executor~~ John W. Stoll ~~shall~~ ^{shall} be given to him by the said will; and if he shall elect to conform the will that he may be decreed to do all such acts as may be necessary for conforming

^{The said}
~~14~~ ~~case~~ John W. Holt's title to the portion of land bequeathed, and if he
shall claim against the said will, that the benefits given to him by the said
will may be secured for ^{The said} ~~your orator~~ John W. Holt, or otherwise that he may
be compensated thereout for what he may lose by the election of the said de-
fendant to claim against the said will, ~~whether the said benefit shall~~
~~be given to your orator, or to John W. Holt, or to the said defendant~~ of the said testator
and that it may be declared what interest ^{The said} ~~your orator~~ John W. Holt
and the defendants Leroy L. Ella T. Richmond H. and Seymour J. Vellins
have respectively in the lands devised and money bequeathed to them to be
equally divided between them; whether the word "money" in the bequest to them
and to the defendant Arthur B. Holt includes all the personal estate; and
whether the rent of the mill in the said will mentioned from the end of intestancy
of the said Andrew J. Vellins to the death of the testator, belongs to the executor
or to the said Leroy L. Ella T. Richmond H. and Seymour J. Vellins; that proper
process may issue; and that such other further and general relief may be
afforded your orators and oratrix as the nature of their case may require
or to equity shall seem meet. And your orators & oratrix will ever pray to

Geo. K. Dickinson pr.

Thomas's Co's rule

Bill & Exhibits

Scott & also

1869.

July Reeler - Gdn. ad. letum
ap. to inst. dfts. ant. filed
& repld.

Aug. Reeler - set for hearing.

Octo. 1869 - Cond.

May 1870 - Decree for act.

Octo. 11 Cond.

Apr. & Octo. 1871. Cond.

Apr. 1872. Decree making
will & for acts, &c.

Octo. 12th 1872 - Rept. of
Sp. com. N.P. Gm. filed
of Exor. with aff. of deposits.

Apr. /73 - Decree denoting the
Exor. to deposit the funds
belonging to the infants &c.

Deco. /73 - Dec. to pay gdn. of it.
13. State & to pay S.W. Scott & for
ante. &c.

May 1874. Dec. for Exor.
to repair mill &c.

Octo. 1874. Dec. to pay B. Co. Ely on petition. & for allowance
for child born of Villiers.

Octo. /75 - Petition of Ely, filed & Dec. to ascertain
transport collector the sum of petition will be
ad. outlay? & inst. &c.

Apr. /76 - Dec. Confing. deposit & investment land
& for deed to children of Villiers & for Deco.

Octo. 1881. Final
Decree

(A)

Mr John E. Thomas

In account with Charles J. Chapman
January 1868 To looking for Hogs Three days and a half
At one dollar and a half per day up and down \$5.25
Feb 7th 3rd To helping kill Hogs one day and a half at \$1.00 ^{day} 1.50
" To damage done to cart 2.50
" " done to plowing ruins 25
May 26th To rent for room and making up the Bed
for George. P. at \$1.50 per month
amount of rent up to October the 26th \$12.50
\$32.00

Dec 18th 1849

George H. Adams appeared before me
George H. Adams & made oath to the contents

I say the within account
to S. J. Roberts

Charles J. Chapman

John C. Chapman
Dec 18th 1849

George H. Hall Executor of John C. Thomas dec'd, and others
Against

Plaintiffs

H. V. V. in his own right and as administrator of Martha Thomas, and others

Defendants.

In the Circuit Court of the County of Wright County in Chancery.

The following is an extract from the decree entered in the cause on the 19th day of April 1871
"That one of the Commissioners of the court do take a further account of all debts, claims
and demands against the said John C. Thomas or his estate, showing their character
and dignity, and that he make report to court with any matters specially stated
decree'd pertinent by himself or required by any of the parties to be so stated."

Commissioners Office
Smithfield May 22nd 1871

The parties interested are hereby notified that I have fixed upon Wednesday the 28th day
of June next, as the time and my office in Smithfield as the place to execute the foregoing decree
Given under my hand as a Commissioner of the said court the 22nd day of May 1871

Geo. R. Robinson

He acknowledge service of the within notice,

Geo. F. Sale ~~to~~

A. J. Vellins

W. H. Vellins & infant

Children of A. J. Vellins

By Geo. F. Sale in their atts.

Wm. A. L. L. L. L.

As before for accounts;

William Sale.

In Isld of Wight Circuit Court, Apl. 19th, 1871.

Geo. H. Hall Exor. of Jno. E. Thomas dec'd vs. Ellis
vs. Vellines vs. ————

Defts.
This day this Cause came on to be
again heard upon the papers formerly read
And was argued by counsel: upon consid-
eration whereof the Court without
deciding any question raised in the
Cause, doth by consent of parties affudge
order & decree that one of the Commrs^{rs}
of this Court, do take a further account
of all debts, claims and demands against
the said Jno. E. Thomas or his Estate, show-
ing their character and dignity - and that
he make report to Court with any matters
specially stated, deemed pertinent by
himself, or required by any of the parties to
be so stated

A Copy

Teste

W. P. Young clk.

Jno. C. Thomas' Exor:

vs: } Copy of
Decree

Villines, Stott & also

Apl. Cir. Ct. 1871.

Noted given to them 2/1/92

In Ideofwright Circuit Court. April 20th 1872

Geo. H. Hall Exor. of Jno. E. Thomas dec'd als. Petiffs.

vs.

{ In lhy,

Seroy S. Vellines, Ella T. Vellines, Richmond D.
Vellines, Seymour J. Vellines, Arthur B. ~~Stott~~
and John W. Stott, Defts.

" Fourthly. That the Vellines children are not entitled to the rent of the Mill for the year 1868, and up to the death of the Testator, But the same belongs to the Executor for the payment of debts and legacies.

Fifthly. That the devise of the land and money to the said Arthur B. Stott in the 3rd clause of the Testator's will, is subject to the condition set forth in the 5th clause, to wit: That the said Arthur B. Stott and his heirs shall claim or accept no part of the land owned by his father, and that his brother John Walter Stott is to have it all, and that in the event of such claim the said Arthur B. Stott would forfeit the amount out of the property devised in said 3rd clause, and that the said Arthur B. Stott is therefore put to his election, and he being an infant, the Court may elect for him. It is therefore adjudged ordered and decreed as follows. first that Andrew J. Vellines Admr. of Martha Thomas shall not be entitled to receive any portion of the personal Estate of the said John E. Thomas now in the hands of his Executor, or that may hereafter come into his hands. Second that the said George H. Hall Executor as aforesaid, do first pay out of the moneys in his hands all the debts due from the Estate of the said John E. Thomas dec'd, as well those

reported against said Estate as any others that may be ascertained by him that he proceed as rapidly as possible to collect all the debts due from individuals to the said Estate. And also convert the Virginia State Bonds in ~~to money~~ money, that after the payment of the said debts, he then pay to Mary R. Vellines the wife of A. J. Vellines the sum of four Hundred & fifty Dollars in full satisfaction of her annuity from the first of March, 1869, to the first of March 1872, and also a sum in proportion of one Hundred and fifty Dollars per annum from the said first day of March 1872, to the date of the deposit that he deposit in the Mercantile Bank at Norfolk the sum of Twenty five Hundred Dollars in his name as Executor aforesaid, the interest of which at the rate of Six per centum per annum he shall collect and pay over annually to the said Mary R. Vellines wife of the said A. J. Vellines, taking her receipt therefor as well as for the other payments hereinbefore directed to be made her, that after paying the costs of this suit including a fee of Six hundred Dollars (\$600.00) to be equally divided between George R. Atkinson, George T. Clarke & John Goode Jr. Attorneys for the plaintiffs and defendants in this Cause, he do distribute and pay out the balance in his hands as follows to wit: One third thereof to the legal guardian of Arthur B. Stott, and after the payment of the said one third, he shall divide the residue into

one fifth part to the legal guardian of J. Walter Stott, five equal parts, and pay one fifth part to the legal guardian of Leroy L. Vellines, one fifth to the legal guardian of Richmond D. Vellines, one fifth part to the legal guardian of Ella T. Vellines, and one fifth part to the legal guardian of Seymour J. Vellines." (An abstract.)

Teste,

A. J. Youngblood

Office of the Mercantile Bank of Norfolk
Norfolk Va. May 15. 1872

George F. Hall, Executor of John E. Thomas deceased, of the County of Isle of Wight, Virginia, has deposited in this Bank, Twenty five hundred dollars, in current funds, the interest of which at the rate of six per centum per annum he is to collect and pay over to Mary R. Vellines, wife of A. J. Vellines, in pursuance of the foregoing decree.

Gilbert Elliott
Cashier



Geo. E. Thomas 'Exor.'
vs. —

Abstract of
Decree of
vs. { Appl. Term
1872.

Vellines, Stoll & Co.

✓
The Certificate of the
Cashier of Mercantile
Bank at Norfolk, for
the deposit of \$2500.⁰⁰
by G. E. Thomas Exor. R.
is annexed to this decree

Depot Certificate
Subst to Mr. Hall's check
Cr. of Ingham

2500.

3286.

200.

~~5~~ 5,986

Deposito citificati

LETTER OF ADVICE.

The Mercantile Bank.

Norfolk, Va. May 15th 1872

Geo. F. Hall Esq. Executor of John E. Thomas, decd.

Your account has credit this day for
Thirty two hundred and eighty six — Dollars,
Received from N. P. Young Esq.
subject to your Check.

Gilbert Elliott
Cashier

Wapona Receipt
for \$3286

Certificate of deposit
by G. F. Hall Esq.
of Geo. E. Thomas & Co.
in Mercantile Bank
New York

Make report for
Col. Hall to agent
of this deposit &
make him understand
how to transfer
it out of credit
paid for value
of the same

To the Circuit Court of Isle of Wight County.

Pursuant to a decree of the the said court rendered on the 20th day of April 1842 in the suit in chancery of Geo. S. Hall Executor of John E. Thomas decd. sub. plaintiffs against Leroy S. Vellies & co. children of A. Vellies & Mary R. his wife and John W. Still and Arthur B. Still defendants whereby the undersigned is appointed a commissioner to make to the said John W. Still a deed with special warranty for all the right, title and interest of the said Arthur B. Still in and to the lands devised by him from his father Arthur B. Still decd. The undersigned, as special commissioner aforesaid, reports to the court that on the 12th day of October 1842, he made to the said John W. Still the deed by said decree required which deed has been duly acknowledged and recorded.

Given under my hand as special commissioner this 12th day of Octo. 1842.

J. S. Young Spl. Comr.

Thomas Eder. sal.

os. { Report of
N.Y. Young
spl. comm. to
make deed.

Tellius sal.

Octo. 12th. 1872

filed.

To the Circuit Court of Isle of Wight County.

The undersigned executor of John E. Thomas
doth report to the court, that pursuant
to the decree of the 20th of April, 1872, in the
suit of John E. Thomas' Exor. vs. Mr. Vellies sal.
pending in said court, he has sold the State
of Virginia Stock held by him belonging to the
estate of said Thomas amounting to \$14,600.⁰⁰ of
principal for the sum of \$5,986.⁰⁰

That he collected of interest on same \$196.⁰⁰

That he funded the balance of interest
amounting to \$2,794.⁵⁰ and sold the
same for the sum of \$1,089.⁶⁶

That he has paid all the debts of said Thomas
which have been properly proved. That he has paid
to Mrs. Mary R. Vellies the amount due her as
deceased and deposited in the Mercantile
Bank at Norfolk \$2,500.⁰⁰ to her credit, the
interest of which is to be paid to Mrs. Vellies an-
nually. That all of said receipts & disbursements
heretofore have been accounted for in his former
account made up & reported by
Commissioner Loring of the 5th of Oct. 1871.

That said report shows a balance in his hands
of \$5,762.³⁸. That by the decree aforesaid,
he was directed to divide and pay over ^{said balance} to
The legal guardians of Arthur B. Stoll, John
W. Stoll, Leroy S. Vellies, Richmond D. Vellies,
Ella S. Vellies and Seymour J. Vellies. That

The said infants have no legal guardian
 and consequently he has been compelled to
 retain the amounts due them, or the bal-
 ance on his said account, in his hands.
 He, therefore, respectfully asks the Court to
 direct him to invest the same for said
 infants in such manner as may seem
 fit & proper, that he may be relieved
 thereof and that the said infants may
 be profited thereby. The certif. of deposit is herewith filed.
 Given under my hand this 8th day
 of Octo. 1892.

Geo. J. Hall Esq.

Thomas' Exor. Adm.

v.
 3 Repts. of the
 Exr. of Thomas
 Selling Adm.

Octo. 8th 1892 filed.

The certif. of deposit is
 filed herewith.

Dr. The Estate of John E. Thomas dec.
In account with George F. Hall his executor.

1870			
Sept.	To paid Jno. E. Thomas on Adams & Co.'s acct.	20 64	
	" " D. Geo. H. Jordan "	48 50	
June	" " Shff. exch. in favor of A. W. Sayman	17 78	
	" " A. J. Edwards acct.	11 28	
	" " R. H. Pettors cred	68 80	
1871			
Jan.	" " Geo. F. Parr acct.	1 66	
	" " E. S. Eley "	12 42	
Feby.	" " Thomas & Adams 2 acct. of \$36.50 & 57.85	94 00	
	" " E. W. Jones acct.	26 81	
	" " R. S. Thomas "	12 00	
	" " E. P. Womble "	1 39	
	" " do. due bill given to R. R. Cope	21 79	
	" " Geo. F. Hall "	58 98	
Mar.	1 " Balance per contra	2837 49	106 03
		\$ 3263 24	\$ 106 03
1870			
Mar.	1 By balance on last acct per contra	3263 24	
1871			
Mar.	1 " interest on \$1767.23 amt. of interest bearing sales bonds uncollected		106 03
		\$ 3263 24	\$ 106 03
1871			
Aug.	To paid Taxes &c. to Shff. & Treasurer	42 72	
Oct.	" " A. P. Young fees &c.	25 28	
1872			
March	1 " Balance per contra	2760 49	212 06
		\$ 2837 49	\$ 212 06

1871

Mar.	1	By balance for contra to date, incl. & int.	2837 49	100 03
1872				
Mar.	1	" interest on \$1767.23 bal. of sales bond uncollected.		106 03
			\$2837 49	\$212 06

1872

Apr.		To paid C. J. Chapman in part of his acct.	30 00	
"	"	G. H. Jordan Esq: bal. of said Chapman's acct.	29 86	
May	"	Mrs. Goode Jr. atty. fee in chp. suit p ^r deems	200 00	
"	"	Geo. R. Atkinson " " " "	200 00	
"	"	Mrs. M. R. Villiers under deems of est.	481 25	
"	"	R. R. Chapman Notary fee	50	
"	"	Am. F. Chapman p ^r act.	32 02	
"	"	J. A. Duck " "	2 69	
"	"	Mrs. J. T. Hall " "	60 80	
"	"	Washg ⁿ : Thomas " "	68 58	
"	"	A. J. Edwards " "	32 57	
"	"	S. J. Roberts Esq: " "	38 54	
"	"	Geo. H. Jordan 2 ^d medl. acct.	129 65	
"	"	Saml. Edwards adm ^r of J. R. Edwards bond	66 37	
"	"	amt. deposited in Mercantile Bank of Norfolk under deems of Apr. 1872, the interest of which to be paid to Mrs. Mary H. Villiers	2500 00	
July	"	paid Geo. S. Clarke atty. fees	263 00	
Sept.	"	Dr: Atkinson medl. acct.	20 00	
"	"	A. O. Young acct. & fees	38 16	
Octo.	"	retained to pay T. T. Loomis Esq: acct.	5 02	
"	"	" " Comm ^r for this acct. & other fees & copy	25 00	
"	"	amt. carried forward	4233 28	

1872

Octo.	1	To amt. brought forward	4233 28
		" Commissions on \$1271. 66 receipts	363 58
"	"	" Balance per contra	5444 29 318 09
			<u>\$10041 15 318 09</u>

1872

Mar.	1	By balance per contra at this date	2769 49 212 06
May	11	" Sales of \$14,000.00 Virginia State Stock @ 41 ¹ / ₂	
		• Sold by Mauray in Richmond	5986 00
		" interest collected on State Stock	196 00
		" Sales of \$2794.00 V. State funded intal @ 39 ¹ / ₂	1089 66
Octo.	1	" interest on \$1767.23 bond still uncollected	106 03
			<u>\$10041 15 318 09</u>

		Balance of principal brought down	5444 29
--	--	-----------------------------------	---------

1872		Do. of interest	318 09
------	--	-----------------	--------

Octo.	1	Total balance due the estate	\$5762 38
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Commissioner's Office Isle of Wight County
Oct. 5th 1872

To the Circuit Court of Isle of Wight County
Pursuant to a decree of said Court
rendered on the 20th day of April 1872 in a
suit then depending between Geo. F. Hall
vs. Geo. F. (na E. Thomas decd. et al. Plaintiffs
vs. Roy L. Bellines et al. Defendants, directing
a Commissioner of said Court to make report

a further account of the transactions of
Geo. H. Hall as exor. of Bro. L. Thomas decd.
Your commissioner reports to the Court
that on the 30th day of September last,
he issued notice to the parties interested
that he had filed upon the 8th day of Oct:
1872 to take and settle at his office the
said account which notices were executed
and returned - and on the same day a copy of
the said exor. exhibited before your court
since a statement of all the monies he
had received, become chargeable with, or
had disbursed, during the period embraced in
the foregoing account, together with the vouchers
for the disbursements. That your court has
made up & completed the said account and on
the 1st day of Octo. 1872 finds a balance of five
thousand seven hundred & eighty two dollars
thirty eight cents due the estate of which \$318.09
is retained. Your commissioner has in a Court
- since for the said Court the day
and year past a present -

A. P. Young, Commr.

Thomas Exor. & als.

vs. J. com. Sept.

Yellow & als.

Octo. 8th 1872.

Filed.

Received Janry. 16th 1844 of Geo. J. Hall
Esqr. of No. E. Thomas decd: five hundred
dollars the amount ordered to be paid
to me as adm. of a T. P. Hall by order of
the County Court of Isle of Wight county of
the 3^d day of Novr. 1843.

Ex^{te} Wm^{ble} Garrison

May 16. 1894

E. D. Merrill
Recd
570.

✓

November 5th 1843.

Received of George D. Hall one hundred and
twenty five dollars towards the amount in his
hands as executor of John E. Thomas belonging
to my ward Arthur W. Stott.

E. W. Corbitt

E. P. Mumble
Luncheon
Receipt
125;

Nov. 5/78

Receipts of E. P. Combs
gov. of A. M. Stitt

To
Geo. T. Hall Esq. of
Mrs. E. Thomas.

1873

v

A.

Dr. The Estate of John C. Thomas decd.

In account with George J. Hall his Executor.

1842					
Decr.		To paid State, County & Township			
		Taxes for 1842	pr. recd	14	74
1843	apl. 7	" amt. lost on the bond of Chas. Edwards, Wm. W. Chapman & Wm. Whittier, given for purchases at Testator's sale, which bond was solvent when given but lost by the bankruptcy of the obligors without vouchers on the part of the Exor. for: tint and costs of suit		370	95
		" Do. Do. on bond of Jas. W. Collins & Caroline E. Villiers do. do.		44	04
May		" paid Clerks fees		7	34
		" " Note due J. C. Solomon's Est.		5	10
		" " Norfolk regt. for		1	00
		" " Shff. Chapman fees		2	50
		" " Do. Exors. for costs in favor of Clerk		4	88
Sept. 29		" " Bond due Mary W. Stoll now Mrs. A. J. Villiers		92	27
		" amt. retained to pay A. J. Villiers on to be bill paid by him for est. tint &		23	86
Octo. 1		" amt. retained to pay for this acct. &		6	00
		" " other fees due Commt. & Clerk now unpaid to date		27	32
		" " Shff. for services in this acct.		1	50
"		" Balance per contra of Est. tint:	4842	98	644 74
			\$	5444 29	\$644 74

		Pd.	Int.
1872			
Octo. 1	By balance on last acct. rfd.	5444 29	318 09
1873			
Octo. 1	" interest on \$5444.29 one year		326 65
		\$5444 29	\$644 74

1874			
Jan. 1	Spaid E. J. Chapman shff. fee	4 00	
"	" " Note due M. H. Watkins	4 07	
"	" Balance per contra pre: & int.	4834 71	693 16
		\$4842 78	\$693 16

1873			
Octo. 1	By balance per contra	4842 78	644 74
1874			
Jan. 1	" interest two months		48 42
		\$4842 78	\$693 16

Pd.
Distribution Account.

1874			
Jan. 1	By balance above list down pd.	11834 71	
	" do. do. do. int.	693 16	
		\$5527 87	
	To Arthur B. Stott share 1/3	1842 60	
	" Mrs. W. Stott " 1/5 of 2/3	737 05	
	" Leroy S. Vellies " 1/5 of 2/3	737 05	
	" Ella S. Vellies " 1/5 of 2/3	737 05	
	" Richmond D. Vellies " 1/5 of 2/3	737 05	
	" Stephen J. Vellies " 1/5 of 2/3	737 05	
		\$5527 87	\$5527 87

C.

Arthur W. Stott

In account with Geo. F. Hall Esq. of John C. Thomas decd.

1844
 Jan. 4 To pay your part: for making acct. 1 00
 To paid E. O. Worthington your adv.
 under order of said court \$625.⁰⁰
 & int on \$25.⁰⁰ per annum Nov. 3. 1843 \$1.²⁵ 626 25
 " Balance per contra 1215 37
 By this sum being your portion
 of bal: in said Execution hand
 per acct. A. preceding 1842 62
 \$1842 62 \$1842 62

D.

John W. Stott in

In acct. with Geo. F. Hall Esq. of John C. Thomas Decd.

1843
 Oct. 28 To paid you under decree of court 500 00
 1844
 Jan. " int. on same 2 months 5 00
 " pay your part for this acct. 1 00
 " Balance per contra 321 05
 By your portion of balance in
 Execution hand per foreign acct. A. 737 05
 \$737 05 \$737 05

Commissioner's Office, Isle of Wight Courthouse.

Feb: 26th 1844.

To the circuit court of said county.

Pursuant to a decree of said circuit court, rendered at
 Acts. term, 1843, in the suit then pending between Geo. F.
 Hall Esq. of John C. Thomas decd: ptff: against W. J. Williams & wife
 also: defts: directing a commissioner of said court to take a
 further account of the transactions of said Geo. F. Hall as

as executor of said John C. Thomas died: your commission refers to the court that he issued notices to the parties interested; that he had fixed upon the 15th day of Jan'y. 1874, to take and settle at his office, the said accounts. That said notices were duly executed & returned to your commission. That on the day so appointed, the said executor exhibited to your commission a statement of all the money he had received, become chargeable with or had disbursed during the period embraced in the foregoing account, marked A. together with the vouchers for the disbursed moneys. And on the date of this report your court made up and completed said acct. and on the first day of Jan'y. 1874, finds a balance of \$5537.87 due the estate, of which \$693.16 is interest.

Your commission also made Acct. B. distributing said balance and Accts. C. & D. showing the balances due to A. B. Stoll & John W. Stoll, respectively, from said Egor. showing by account C. that on the 4th Jan'y. 1874, the egor. is indebted to A. B. Stoll in the sum of \$1215.37, and that acct. D. shows the egor. to be indebted to Geo. W. Stoll on 1st Jan'y. 1874, the sum of \$231.05. The said distributive acct. B. shows a balance due to Amy S. Villiers, Ella S. Villiers, Richmond A. Villiers & Seymour J. Villiers, each, the sum of \$424.05 on 1st Jan'y. 1874, of which \$92.42 of each is interest.

Given under my hand as a Commissioner of said court the day & year first aforesaid.

J. P. Thomas, Comr.

Comm. fee \$10.00 Shff. fee \$1.50

Thomas, J. P.

2 Comrs. Rep.
of said court
Accts. 1874

Villiers & wife & c.

July. 28th 1874, filed.

To the Circuit Court of Isle of Wight county.

The undersigned, as Executor of John C. Thomas
decd: respectfully reports to the court that, in
pursuance of a decree rendered at April term, 1843,
in the suit of Thomas' Exor. vs. Vallins & Co. directing
him to deposit the funds in his hands belonging to
Levy L. Vallins, Richmond D. Vallins, Ella P. Vallins &
Seymour J. Vallins infants of A. J. Vallins decd. in
Mercantile Bank of Norfolk Va. he has deposited
therein the sum of Six Hundred & nine dollars
and forty six cents for the said infants, that being
the amount of money in his hands for them. The
balance of the fund due them as shown by the
report of Commissioner Young of the 26th Feb. 1844.
being in individual bonds in his hands uncollected.

Given under my hand this 20th April, 1844.

Geo. H. Hall Executor.

Thomas Eyor.

vs. $\frac{3}{4}$ Clay.

Vellins Hals.

Report of Eyor. of
deposits for the infants
of A. J. Vellins.

24 Apr 1874

To be signed by all three

Isle of Wight Court House June 1875

To the Honorable Judge Blod

Dear Sir In avoidance
with your decree I advertised
sufficiently the repairs of the
mill belonging to A. J. Telling's
Children, many persons met on
day of letting, but no person
offered to undertake sum for
the limited amt. I have kept the
matter open by request of A. J. Telling
untill his death, and no person has
offered to do the work according to
Contract, and the death of Mr. Telling
The friend and Father of said Children
In my opinion renders it intirely
a bad investment for the Children
sum if it could be done for \$1000.
Consequently I make this report
to your honour. Geo. F. Hall Com

Thomas' Ego.

in $\frac{1}{2}$ day

Valley's. 1st...

Report of the Ego.
under record
to repair mill.

Dec. 8th 1845.

Filed

Report

on the mill

The depositions of Edwin P. Womble and John W. Stott, taken before A. P. Young a commissioner in chancery of the Circuit Court of Isle of Wight County, at his office, on the 15th day of March 1876, to be read in evidence in the matter of inquiry before said Commissioner, under a decree of said court, rendered on the 22^d day of Octo. 1875, in the suit of Mrs. E. Thomas Exor. v. Nellins & als; therein depending.

The said Edwin P. Womble being duly sworn, for answer to questions by the Commissioner, deposes and says, viz:

I reside in the county of Isle of Wight & in the neighborhood of the farm formerly owned by A. J. Nellins decd. I am well acquainted with said farm and believe, when it was sold and purchased for the infant defendants, as set forth in the petition of the exor. filed & alluded to in the question, it was purchased at a fair price. I believe that the investment therein, of said sum of \$1890.⁷⁸ was a wise and judicious one for the said infants, as it will yield to them, annually, a greater amount than the interest on said sum and is safer, in my opinion, than when on deposit or if loaned on personal security - and I would add, that the said farm is well improved by excellent dwelling nearly new & other good houses &c. And further deponent saith not.

E. P. Womble

John W. Stott being duly sworn, for answer
to questions by the Commissioner deposes & says.
I reside in the County of Isle of Wight, am well
acquainted with the farm alluded to in the
forgoing question, & answer of E. P. Wombles, I own
the record relation of the said infants and fully
and entirely concur with the writing E. P. Wombles
in his deposition aforesaid.

And further this deponent saith not.

John W. Stott

This Deposition was taken and subscribed to before
me on the day & year mentioned in the caption.

A. J. Young Com.

Commissioner's office, Isle of Wight
Court house, March 15th 1886.

To the Circuit Court of said County.

Your commissioner reports to the Court, that in
pursuance of a decree of said Court rendered on
the 22^d day of Octo. 188⁶, requiring a commissioner
of the Court to ascertain all the facts connected
with an investment made by Geo. J. Hall upon
of Geo. E. Thomas in real estate for the benefit of the
infant children of A. J. Tallies as set forth in the
petition of said executor filed in the cause and
to take evidence and report whether or not
the same is beneficial to the infants. reports to

the Court, that he issued notices to the parties interested, of the time and place of making said enquiry, which notices were returned to your commissioners duly acknowledged. That on the day appointed, the parties failed to attend and the matter was continued from time to time until the date of this report, when, the parties interested appeared, and from the evidence examined and facts known to your commissioners, personally, he has no hesitation in reporting that the investment made by the executor of John E. Thomas, in real estate for the infants children of A. J. Villines as stated in the petition filed in the cause, was judicious and will result to the best interests of said infants, and that the facts set forth in the petition are substantially true.

Your commissioners, previous to the said investment, was consulted by the Executor as to the propriety of making said investment, and knowing the condition of said infants & their estate, and knowing also the real estate in which it was proposed to make the investment and the reasons which induced it, had no hesitation in advising the executor to do so, and that he, your commissioners, believed that when the Court should be informed of the facts

Thomas' Exor.
v. 3 Gr. Chy.
Willius & Co.

*Report as to inventory
in Real Estate, under
de: of Octo. 1845.*

March 16th 1846.

Filed

the same could be confirmed. These infants have no other estate than that in the hands of the said Executor for them, which could not yield a sufficient income for their support, and in view of this it was deemed best for their interests that the investment should be made for them, so that their mother, who is very poor, could rent the place and support them better & more economically.

The order now taken by your court is hereto annexed.

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

A. J. Young, Commr.

X.

11

Geo. W. Stoll

In acct. with Geo. T. Hall Esq. for John C. Thomas & Co.

1877

Mar. 9 By this amt due you for amt spent in
 Suit of Thomas Co. vs. Williams & Co. 229 54

1879
 Jan. 6 " amt. on dam to date 14 30

To amt. of act. due Geo. T. Hall, not included 10 84

Sam. Whitcomb due ad. 5 18

" cash paid you this day 100 00

" " Balance due Geo. W. Stoll 27 46

\$143 74 \$143 74

" 3 Balance due Geo. W. Stoll \$27 46

Receivg 2 32
 24 96

Received Jan. 6th 1879 from Geo. T. Hall Esq. of John C. Thomas and twenty seven dollars and forty six cents the balance due me as shown by the above & to the credit which I find correct.

Yours and so on have the day signed
 informed

J. P. H. Stoll

Court. Attn. Isl. of Legal Co. Jan. 6. 1879.

The foregoing statement was made by me and from evidence furnished to be correct.

J. P. Young com.

Mr. W. Hall
In acct. with
Geo. F. Hall Esq.

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

Witness, N. P. YOUNG, Clerk of our said Court, at ~~the~~ Court House, the.....

day of.....187 , in the.....year of the Commonwealth.

Memoranda,

At April term
1879 the
Report of
Com. Young
of the M. B. B. B.
1877 of
of G. P. Hall
Edw. B. B. B.
2nd B. B. B.
1879 should
be compared? &c.

at.

Dr. The Estate of John E. Thomas Decd.
In acct. with George S. Hall, Executor.

1874
Jan. 1

To this sum carried to the
acct. of J. W. Stott with the
Exor. as shown by ann. rpt.
of 26th Feb. 1874.

737 05

" this sum to credit of A. B. Stott

Do. Do. 1842 62

" Do. Do. to credit Henry J. Vellies 737 05

" Do. Do. " " Ella J. Vellies 737 05

" Do. Do. " " Richard D. Vellies 737 05

" Do. Do. " " Seymour J. Vellies 737 05

" " By this sum balance on the
Exor. acct. at this date as
per said report

5527 87

~~5527 87~~ 5527 87

at.

1874
Jan. 1

Arthur B. Stott

In acct. with Geo. S. Hall Exor. of J. E. Thomas

By this amt. balance shown
now on this day per ann.
rpt. of 26th Feb. 1874.

1215 37

Apr. 10.

By int. thereon to date

19 44

" To paid E. Comble yew
gds. per acct.

1234 85

~~1234 85~~ 1234 81

John W. Stoll ^{6.}

In account with Geo. T. Hall Esq. of J. E. Thomas

1874

Jan. 1	By balance due you as per ann. l. l. report of H. Foley. 1874.	231 05
	Int. to March 9. 1874	2 48
Mar. 9	To Paid you for rent.	100 00
	" " Your 1/4 of sh. for c.	25
	Balance due	133 28
		\$ 233 53 \$ 233 53

1874. Mar. 9	By balance due you	133 28
1876 "	To Paid you for rent & tel. for	
	" " " " Total 1875.	11 15
1877 "	" " " " Do. 1876	2 01
	" " " " Cont. tel. for 1876	4 07
	" Your port for these acc't.	2 50
" "	By interest on \$133.54 - 2 yrs.	15 99
	To Balance due J. W. Stoll	129 54
		\$ 149 27 \$ 149 27

D.

Leroy S. Villiers with of A. J. Villiers

In account with George T. Hall Esq. of J. E. Thomas

1874

Dec. 24	To Paid for clothing	12 84
"	" Geo. W. Ells your port. of act.	4 88
"	this amt. deposited under dec. of Court, in Mercantile Bank of N. York & N. E. by dec. of A. J. Villiers 1876, being your 1/4 of \$100.00 as deposited in Feb. 26. 1876	15 26
	amt. carried forward.	\$ 140 18

	To auct. brought forward.	170 08	
1845	" paid your part. of abff. for	25	
July. 1	" Balance for contra	609 59	
1844			
Aug. 1	By this auct. due you as for cont. Young's acct. of 26. th		
1845	July. 1844		437 05
Jan. 1	" interest on same sum year, less int. on \$152.36 and if interest as above.		
	and less cont. on interest		43 87
		\$779 92	\$779 92
1845			
Sept. 23	To this auct. invested for you, being your portion of investment in real estate for you & your two bro: & sister, & confirmed by Decree of Chl. term 1846	472 69	
Nov. 1	" paid towards maintenance & clothing to date.	56 60	
	" retained to pay your portion of this acct. & debt.	3 50	
	" paid your portion of Trust Comm. & Chks. fees for 1844 & 1845	17 13	
	" Balance for contra	87 44	
July. 1	By Balance for contra		609 59
Nov. 1	" interest thereon to date, less int. on \$472.69 from 23. Sept. to date. being maintenance		27 77
		\$637 36	\$637 36

E.
Ella S. Volleys

In account with Geo. F. Hall Esq. of John E. Thomas

1844

Decr.

To paid for clothing &c. 12 72

" " Geo. W. Hey your part ac. 4 87

" This amt. deposited under
decre of Cir. Ct. (on 26 of
July, 1844,) in Massachusetts
Bank Norfolk, being your
part of deposit on that
day of \$109.46 & confirmed
by decree of Aplt. Term 1846. 152 36

" paid your part diff. for 28

1844

Jan. 1

& Balance per contra 609 72

By this amt. decr. your
as per Court. Henry's acct. of
26 July, 1844

727 08

1848
Jan. 1

By interest on same, hpf.
interest on said amount
& Court. on int.

42 84

\$779 92

1848

Sept. 23

To this acct. being your part
of interest for you &
your brother the real estate
which was confirmed by
decree of Aplt. Term 1846

41 59

Nov. 1

To paid toward support & clothes 64 59

" " Court. & also part to pay for this amt. 20 63

taxes paid

Balance per contra 81 58

1845	Jan. 1	By balance per contra	609 72
	Nov. 1	" interest thereon to date, Cap int. on \$472.69 inserted 23 ^d Sept. 1845.	37 47
			\$ 637 49 86 37 49

J.
Richard D. Tallies

In account with Geo. T. Hall Esq. of John & Thomas

1844	Dec. 24	To paid for clothing	9 13
		" This amt. deposited on 26. Feb. 1844, in Mercantile Bank Norfolk, under name of C. T. being 4 th of \$109.46 which was conf. by decree of Supl. Term 1846	152 36
		" paid Geo. W. Hey you post acct.	4 87
		" " your part chgt. for	28
1845	Jan. 1	" Balance per contra	613 31

1845	Jan. 1	By this amt. draw you as per vch. of Geo. T. Young, of 26, Feb. 1844.	737 05
1845	Jan. 1	By interest on same, Cap conv. on int.	42 87
			\$ 779 92 87 79 92

1845			
Sept. 23	To this acct. bring your 1/4 of investment for you & your brother sister, in red acct. which was confirmed by decm of Sept. 1846.	499 69	
Nov. 1	Do paid towards support & clothing	57 54	
	" paid your part to test & cont. & tells first for this acct.	20 03	
" "	" Balance for contra	96 22	
1845			
Jan. 1	By balance for contra		613 31
Nov. 1	" interest thereon to date		
	Less interest on investment		27 44
		\$ 641 08	\$ 641 08

G.
D. Seymour. Williams

In account with Geo. D. Hall Esq. of Am. E. Thomas.

1844

Dec. 25	Do paid for clothing &c.	5 48.	
	" " Geo. W. thy your part of acct.	4 84	
	" " your part of \$600. ⁴⁶ deposited in Mercantile Bank under draw, on 26. July. 1844	152 36	
	" " your part shd. Do paid	25	
1845			
Jan. 1	" Balance for contra	616 94	
1844			
Jan. 1	By amt. due you for cont. & sup. &c. of July. 26. 1844		737 05
1845			
Jan. 1	By int. on same, & int. on investment & amt. on int.		42 84
		\$ 449 92	\$ 449 92

1845
Sept. 23

To this acct. being your 1/4 of
investment made for you &
brothers & sister in real estate
which was confirmed Sep.
term 1846, by deed.

472 69

Nov. 1

To paid towards support &c.

50 18

" paid your part of Taxes & fees
for this acct. &c.

20 63

"

" Balance per contra

101 24

1845

Jan. 1.

By balance per contra

616 95

Nov. 1

" int. on same left int.
on investment,

27 44

\$644 74 \$644 74

1845

D.

Nov. 1st

By balance due Leroy L.
Vellins brought down

87 44

1846
July 30

" interest on same to date

9 18

" "

To paid G. T. Clarke att. for 1/4

7 50

" "

" Balance per contra

89 12

\$96 62 \$96 62

1845

E.

Nov. 1

By Balance due Ella T. Vellins
brought down

81 58

1847
July 30.

" interest on same to date

8 56

" "

To paid Geo. T. Clarke att. for 1/4

7 50

" Balance per contra

82 64

\$90 14 \$90 14

1875
 Nov. 1 Balance due Richmond
 D. Vellies brought on 96 22
 1877
 July 30 " interest on same to date 10 10
 " " To Paid G. T. Clarke att. fee, 1/4, 7 50
 " Balance per contra 98 82
 \$106 32 \$106 32

1875
 Nov. 1 By balance due Seymour J. Vellies brought on 101 24
 1877
 July 30 " interest on same to date 10 6 3/4
 " " To Paid G. T. Clarke att. fee, 1/4, 7 50
 " " Balance due per contra 104 37
 \$111 87 \$111 87

Commissary Office, Isle of Wight Co. Va.
 August 1st 1877
 To the Circuit Court of Isle of Wight County.
 Pursuant to a decree of the said Court
 rendered on the 22nd day of April 1876, in the
 suit of G. F. Hall ex. of Mrs. E. Thomas dec. vs.
 A. J. Vellies infants & al. directing a Com-
 missioner of the court to take and report to
 Court, a further account of the transactions
 of Geo. F. Hall as Executor of John E. Thomas dec.
 and as acting guardian, respectively, of John
 H. Stott, Arthur B. Stott & Leroy S. Vellies,
 Ella S. Vellies, Richmond D. Vellies and
 Seymour J. Vellies, your commissioner reports
 to the Court that, after legal notice of the

time and place of taking said accounts, at his office on the 1st. Sept. 1876, he commenced the same, but for the want of the necessary information, he continued the same from time to time until the date of this report, when your commissioners made up and completed the foregoing accounts, marked A. B. C. D. E. F. & G.

A. Account A. shows that the whole balance of \$5527. 87 in the Executors hands on the 1st Jan. 1874, was distributed & paid over to his accounts as the acting guardian of said

B. Account B. shows that on the 11th of April 1874 there was a balance of \$1234. 81 due from the said acting guardian to Arthur B. Stoll, all of which on that day was paid over to Edwin P. Wornble, the real guardian of said Arthur B. Stoll.

C. Account C. shows that the guardian, acting, was indebted on the 9th March 1874, to John W. Stoll the sum of \$129. 54 -

D. E. F. & G. Accounts D. E. F. & G. show the balances due on the 30th July, 1877 - respectively, to Leroy L. Vallins \$89. 17 - To Eliza D. Vallins \$87. 64 - To Richmond D. Vallins \$98. 87 and to Jaymore J. Vallins \$104. 37 from said Executor & acting guardian.

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

A. D. Murray Com.

Thomas 'Eyor.

vs. 3 Dr. Chap.

Vallines & als.

Report of Commr. under
decrees of April, 1846.

Augt. 11th 1846.
Filed

To the Hon. Secy.

Thomas' Epor.
vs. $\frac{2}{3}$ M. Clay.
Vallens et als.

Report of Geo. F. Hall
Epor. of payments of
the final balances due
to the distributees of
Jno. E. Thomas &c.

Filed March 20th
1879.

to be paid by
Apr. 1879

To the Circuit Court of Isle of Wight County.
The undersigned, Executor of John E. Thomas
decd. reports to the court, that the bal-
ances due by him of \$129.54 to Mrs. W.
Stott, and of \$89.12 to Henry L. Vellies,
\$82.64 to Ella T. Vellies, \$98.82 to Richmond
D. Vellies and \$104.37 to Seymour J. Vellies,
as shown by the report of A. P. Perry, a
counsel of the court, made under a decree
in the suit of Mrs. E. Thomas Exor. vs. Vellies
infants &c. rendered on 22^d Sep. 1876, &
filed in this court on the 11th day of
August 1877, have all been paid in
full on the 5th day of Jan'y 1879, as
will appear by the statements Ex & Y.
and the receipts of said Mrs. W. Stott
of Mary R. Vellies gov. of of the
said Henry L. Vellies, Ella T. Vellies,
Richmond D. Vellies & Seymour J. Vellies
herewith filed.

Given under my hand this 1st day
of March 1879.

Geo. H. Hall Executor
of Mrs. E. Thomas

Receipt for

and

to give

to

Received, the 8th day of January 1879
from Geo. P. Hall Executor of Jno. E. Thomas
the sum of Four Hundred and thirty five dollars
and forty one cents, being the amount due
to my wards Leroy F. Vellins, Richmond D.
Vellins, Ella F. Vellins & Lequan J. Vellins
from said Egor. as per Compt. Quincy's report
filed in the suit of Thomas Egor vs. Vellins
et al. in the 1st of Wight Cir. Court showing the
balances aforesaid to 1st of Nov. 1875,
including interest on said balances,
Given under my hand this day
and year aforesaid.

Mary. B. Vellins. Guardian.

Witness
J. W. State

2

Geo. H. Hall Esq of Jno. C. Thomas Dr.
 In Account with Mary B. Vellins gen. of
 Leroy L. Vellins, Richmond D. Vellins
 Ella T. Vellins & Seymour J. Vellins

1875

Nov. 1.	By this amt. bal. due from L. Vellins per. Com. Granger & Co.	87 44
"	Do due Richmond D. Vellins for Do	96 22
"	" " Ella T. Vellins " "	81 51
"	" " Seymour J. Vellins " "	107 24

1878.

Decr. 24	By int on same to date	69 00
"	To amt. of acct. due Geo. H. Hall to Mrs. M. B. Vellins to date }	226 47
"	amt. do. of L. L. Vellins int	42 82
"	" " " A. D. Vellins "	32 34
"	" " " Ella T. Vellins "	43 36
"	" " " S. J. Vellins "	33 59
"	Balance due M. B. Vellins	56 53
		<u>\$435 41</u> <u>\$435 41</u>

1878

Decr. 24.	Balance due Mrs. Vellins	\$56 53
	To retained to pay for statement recording	2 50
	amt. to be paid to Mr. Vellins	<u>\$54 03</u>

Comm. Office, Isles of Hospital for Aug. 16, 1879
 The foregoing statement was made by me
 from evidence furnished in correct
 A. P. Gray Com.

Thomas, Esq. enters

Is } de Chanay

Still and others

May 16th 1871

Heard

To be entered.

Geo. & Son. 25.

Entered
no 8.

In the Circuit Court of the State of New York May 1st 1870

Thomas' Executors and others

Plaintiffs

vs

} In chancery

Stoll and others

Defendants

This cause came on this day to be heard on the bill and exhibits the answer of the said defendants by A. P. Spring their guardian ad litem and general replication thereto and was argued by counsel, on consideration whereof the court doth adjudge order and decree that one of the Commissioners of the court do state settle and report the following accounts to wit

1st An account of the transactions of George H. Hall as executor of John E. Thomas deceased

2nd An account of all debts, claims or demands against the said John E. Thomas or his estate showing their character and amount.

3rd An account of the fee simple and annual value of the lands devised by the said John E. Thomas to Arthur B. Stoll and of the interest of the said Arthur B. Stoll in the lands devised from his father Arthur B. Stoll Sr. deceased together with any matters specially stated deemed pertinent by himself or which may be required by the parties to be so stated.

no. 8.

Thomas Exor et als:

vs: } Copy of
 } Decree

Vellines, Stott & als:

May Cir. Ct: 1870.

July 1st 1870. notice
to 19th Sept. 1870.

act

In Esleofwight Circuit Court. May 17th 1870

John E. Thomas Exor: et als.

Plffs:

vs: $\frac{1}{3}$ In Chancery
Vellines, Stott, & als:

Defts:

This cause came on this day to be heard on the bill and exhibits, the answers of the infant Defts by M. P. Young their Guardian ad litem and general replication thereto & was argued by Counsel. On Consideration whereof the Court doth adjudge, order & decree that one of the Comrs of the Court do State settle & report the following accounts to wit:

- 1st " An account of the transactions of Geo: F. Hall Executor of Jno: E. Thomas dec'd"
- 2nd " An account of all debts claims or demands against the said John E. Thomas or his Estate showing their character & dignity
- 3rd " An account of the fee simple & annual value of the lands devised by the said Jno: E. Thomas to Arthur B. Stott, & of the interest of the said Arthur B. Stott in the lands derived from his father Arthur B. Stott Sr deceased together with any matters specially stated deemed pertinent by himself, or which may be required by the parties to be so stated.

Attest Teste

A. P. Young Clerk.

Thomas Ex. & others

vs

Wells & others.

Deeds

Oct Term 1870

Geo. Blow &
J

Ent^d. 16.

Geo. F. Hall Exr of John B Thomas Dec & Others Plffs

vs

A. B. Stoll & Others Defendants

In Chancery

This day this cause came on to be again heard upon the papers formerly read and upon the report of A. P. Young Commissioner made on the 19th day of August 1840 showing the amount of debts claims and demands against the said John B Thomas or his estate to which report no exceptions have been filed and was argued by Counsel. Upon consideration whereof the Court doth confirm the said report and without at this time deciding any other question arising in the cause doth by consent of parties do judge order and decree that the said Geo. F. Hall Exr of the said John B Thomas do pay to the several creditors mentioned and enumerated in account "B" returned with Commissioner Youngs report the amounts to which they are respectively entitled, Taking receipts from the parties to be returned with his report to Court

Thomas Dean

Mr

Vallentyne & Thomas

London

April 1st 1871

To be enclosed

Geo. T. Dean

Postpaid

9/12/5-

Thomas Owen vs. Vellins & others.

This day this cause came on to be again heard upon the papers previously read and was argued by counsel. Upon consideration whereof the Court without deciding any question raised in the cause doth by consent of parties adjudge order and decree that one of the commissioners of this Court do take a further account of all debts, claims and demands against the said John & Thomas on his estate showing their character and dignity - and that he make report to Court with any matter specially stated or submitted by himself or required by any of the parties to be so stated.

manifestly to the intent of said Arthur B. Stoll
to take in conformity with the 5th clause of
the said will of Mrs. E. Thomas, and to ~~dis-~~
^{relinquish} ~~relinquish~~ in favor of his brother all his interest
in the lands derived from his father, with
further adv. & advise that N. P. Young,
who is hereby appointed & he is ^{appointed} for
that purpose do coming by and with special
power to the said John W. Stoll all the
right title and interest of the said Arthur
B. Stoll in and to the lands derived from
his father, Arthur B. Stoll and to execute a deed
to said court. And the court doth further A. O. & D.
that the clerk of this court take a further
account of the transactions of the said Geo.
H. Stoll or Executors of said Mrs. E. Thomas, and
make report to the court with any other
documents pertinent by himself or required by
the parties to be stated to. It is further
ordered that the parties respectively here
leave to apply here after to this court for any
further order that may be necessary to carry
out and fulfill the foregoing decree.

Thomas' Exor. &
 3 Decem

Volleys for

Apr. 20th 1892
 So be entered.

W. H. Stoll

Entered

from the said first day of March 1842 to the
date of the deposit herein after directed,
that he deposit in the Merchants Bank
of Norfolk the sum of \$2500.⁰⁰ in his
name as Exor. The interest of which, at the
rate of 6% per annum, he shall collect &
pay annually to the said Mary R. Vellies,
wife of the said A. J. Vellies, taking her
receipt therefor as well as for the other payments
herein before directed to be made her.
That after paying the costs of this suit including
a fee of \$600.⁰⁰ to be equally divided between Geo.
R. Atkinson, Geo. D. Clarke & John Goode Jr.
the attorney, for pl^{ff}. & defend. in this case,
he do distribute and pay out the balance in
his hands as follows, to wit: One third thereof
to the legal guardian of Arthur B. Stoll, and
after the payment of the said one third, he
shall divide the residue into four equal parts,
and pay one fifth part to the legal guardian
of J. Walter Stoll; one fifth to the legal guardian
of Henry L. Vellies, one fifth to the legal
guardian of Ella D. Vellies, one fifth to the
legal guardian of Reuben D. Vellies, and
one fifth part, ^{to the legal guardian of} Seymour J. Vellies.
And the Court proceeding to make the election
herein before referred to for the said Arthur
B. Stoll, and being of opinion that it is

[illegible]

Dr. That the said Geo. T. Hall Esq., or assigns do
first pay out of the moneys in his hands all the debts
due from the estate of the said Jno. C. Thomas, decd.,
as well those reported against said Est. as any
others that may be ascertained ^{by him} that he presumed to,
as quickly as possible to collect all the debts, due
from individuals to the said Estate and also
convert the Virginia State Bonds into money.
That after the payment of the said debts, and
he then pay to Mary R. Vellins the wife of A. J.
Vellins the sum of five hundred and fifty dollars, in
full satisfaction of her annuity from the first
of March 1869 to the 1st. of March 1872, and
also a sum in proportion of \$150.⁰⁰ per ann.

In the Circuit Court of the County of Shelby, Tenn. 1872

John C. Thomas, Ex'r of the Will of

Dec'd

vs

John C. Thomas, Jr.

John C. Thomas, Jr.

Defendant

This day this cause came on to be again heard on the papers heretofore filed, upon the report of A. P. Murray Commissioner made on the 19th day of August 1872, showing the transactions of George B. Hall executor of John C. Thomas, Dec'd, the purchase of certain shares of the land owned by Arthur B. Hall by the said John C. Thomas, and the interest of the said Arthur B. Hall in the land owned by John C. Thomas, Dec'd, after the report of A. P. Murray Commissioner, made on the 15th day of October 1871 to which reports no exceptions have been filed, and was argued by counsel, the consideration whereof the court with reference to the said reports and the court being of opinion that according to the true construction of the last will and testament of the said John C. Thomas, 1st That Arthur B. Hall lines adieu of Martin, ^{the} Thomas is not entitled to receive any portion of the personal estate of the said John C. Thomas now in the hands of his executor. 2nd That under the 3rd and 6th clauses of the said last will & testament, the said "all my money after paying my just debts" and "my money not so called away" is to be paid to the legal heirs respectively the Virginia bonds and the undivided real debts subject to the provisions of said will.

3rd That the land in the proceedings mentioned is to be divided as the said last will devised to John C. Thomas and the children of Mrs. Helene, by A. P. Murray, and all the money as hereinbefore interpreted, should be divided into five equal portions of which John C. Thomas and the children of Mrs. Helene shall each take one.

4th That the said children are not entitled to the rent of the land for the year 1868 and up to the death of the testator but that the same belongs to the executor for the payment of debts and expenses.

5th That the devise of the land and money to the said Arthur B. Hall in the

Thomas & Co
Villiers & Co

To be entered

of 1. 173 Exhibition

Deane to deposit
and due to the
infants &c

Entered

John P. Thomas Esq.

17

Vellines. Stott & others.

This day this
Cause came on to be again heard upon
the paper formerly read and was
argued by Counsel. And it appearing
to the Court that there is no legal
Sequestration of the Defendants Arthur B
Stott, J. Walter Stott, Leroy L. Vellines
Ella T. Vellines, Richmond D. Vellines
and Seymour S. Vellines, it is ordered
that the said George F. Hall Esq. of
John P. Thomas Esq. do deposit in the
Mercantile Bank of Norfolk subject
to the future order of the Court in this
Cause the several sums directed to be
paid to the legal guardians of the
said Arthur B. Stott, J. Walter Stott
Leroy L. Vellines - Ella T. Vellines, Rich-
mond D. Vellines and Seymour S. Vellines
by the decree pronounced herein on the
20th of April 1872

Thomas Epr

As

Villiers & others

To be entered

Oct. Term 1873

To be entered

Geo. T. Bloss,

(1)

Entered (1)

In the Court of Vice & Right Counsel, October 20th 1873

Thomas Executors & als

vs

Villiers & als.

This cause came on this day to be again heard on the papers formerly read and was argued by counsel. On consideration whereof the court doth a o & d. That the decree entered herein at April Term 1872 be amended as to so much thereof as direct Geo D Hall executor of John E Thomas to deposit in the Mercantile Bank of Norfolk the sum of money herebefore directed to be paid to the legal guardian of Arthur B Stott, and that the said Geo D Hall executor do pay the said sum to E P Humble the guardian of said A B Stott,

And it is further a o & d that a commissioner of this court do take bills and report a further account of the transactions of said George D Hall as executor of ~~George D Hall~~ John E Thomas dec^d in which account the said executor shall be credited with any ^{fund} ~~sums~~ which were solvent when taken but have become insolvent without any laches on his part.

And it is further a o & d that the said executor do proceed forthwith to collect by suit or otherwise all bonds in his hands belonging to said estate,

St. Lawrence Co. N.Y.

24

William's Falls

Oct. 1873

Entered.

Geo: B. B. B.

(2)

Entered (21)

In the Circuit Court of the County of Westchester, N.Y. Oct. 21st 1873.

Thomas E. E. Falls

vs

William E. Falls.

This cause came on this day to be again heard in the papers formerly
read and on the petition of John W. E. Falls by C. O. Gentry his next friend &
was argued by counsel. On consideration whereof it is ordered that
Geo. F. Hall executor of the Thomas be required from time to time as he
may require for John W. E. Falls the sum of ^{for selling himself out for farming} Six Hundred Dollars
out of the funds hereof directed to be paid to the guardian of said
John W. E. Falls.

frs. E. Thomas' Exor. &c

2 Copy decree
vs, 2 Aets. Cir. Ct.
1873

Vallines et al.,

Geo. Carl. Wall.

Alcock Order
Oct 1873-

In Case of Wright Circuit Court October 21st 1873.

Geo: F. Hall Exor: of Jas: E. Thomas dec'd. vs. . Plffs:

vs, 3 In Chancery
Leroy L. Vellines & others Defts.

This Cause came on this day to be again heard on the papers formerly read, and on the petition of John W. Stoll by U. P. Young his next friend, And was argued by Counsel: On consideration whereof it is adjudged ordered and decreed that George F. Hall Executor of John E. Thomas do expend from time to time as he may require, for John W. Stoll, the sum of Six Hundred Dollars, for fitting himself out for farming, out of the funds heretofore directed to be paid to the guardian of said John W. Stoll.

A Copy

Teste,

Chas. Hart, C. C.

In Isle of Wight Circuit Court. Octo: 20th 1873,

Geo: F. Hall Exor. of Jno. E. Thomas decd, vs. Plffs.

vs,

3 In Chancery

Leeroy S. Vellines & others Defts.

This Cause came on this day to be again heard on the papers formerly read, and was argued by Counsel. On consideration whereof the Court doth adjudge order & decree, that the decree entered herein at April Term 1872. be rescinded as to so much thereof as directs Geo: F. Hall Exor. of John E. Thomas to deposit in the Mercantile Bank of Norfolk, the sum of money heretofore directed to be paid to the legal guardian of Arthur B. Stoll. And that the said Geo: F. Hall Executor do pay the said sum to E. P. Womble the guardian of said Arthur B. Stoll.

And it is further adjudged, ordered & decreed that a Commissioner of this Court do take settle and report a further account of the transactions of said George F. Hall as Executor of John E. Thomas decd., in which account the said Executor shall be credited with any sales Bonds which were solvent when taken, but have become insolvent without any laches on his part. And it is further adjudged, ordered and decreed that the Executor do proceed forthwith to Collect by suit or otherwise all bonds in his hands belonging to said Estate.

Copy

Teste,

Wm. H. Starke, D.C.

over.

Pro. E. Thomas Exor,

2 Copy decree
vs, Octo: bin: let.
1873

Vellines et al.,

Nov. 12th 1873
(Notices to 15 Jan/74)

For Comm: Enclhy:

In Suffolk Circuit Court, October 20th 1872

Geo. F. Hall Exor. of Jno. E. Thomas decd, A. J. Vellines
and Mary R. his wife, & the said A. J. Vellines as
Admr. of Martha Thomas decd, Attfs.

vs,

J. Bulch;

Deroy L. Vellines, Ella F. Vellines, Richmond
D. Vellines and Seymour J. Vellines, and Arthur B.
Stoll & Jno. W. Stoll, all of whom are infants Defts,
This Cause came on this day to be again heard
on the papers formerly read, & was argued by counsel.
On consideration whereof the Court doth adjudge
order & decree, that the decree entered herein at
April term 1872, be rescinded as to so much thereof as
directs Geo. F. Hall Exor. of Jno. E. Thomas to deposit
in the Mercantile Bank of Norfolk, the sum of
money heretofore directed to be paid to the le-
gal guardian of Arthur B. Stoll, and that the
said George F. Hall Exor. do pay the said sum
to E. P. Womble the guardian of said Ar-
thur B. Stoll, And it is further adjudged
ordered and decreed that a Com^r of this Court
take & file & report a further account of the
transactions of said Geo. F. Hall as Exor.
of Jno. E. Thomas decd, in which account
the said Exor. shall be credited with any sales
bonds which were solvent when taken, but
have become insolvent without any laches
on his part, And it is further adjudged, ordered
& decreed that the said Exor. forthwith proceed
to collect by suit or otherwise all bonds
in his hands belonging to said estate,
A Copy Teste, Geo. F. Hall, D. C.

Thomas Eden

in

Bellevue & others

Acres -

To be entered

Geo. B. S.

May Term 1874

Entered

17

Debit to expend my for
William, Clifton

Thomas Exor

W. J. Deane

William de

Oct. 1874

To be entered

Wm. J. Deane

(2)

Entered
(32)

Thomas Exor

Willius &c.

On the petition of Lucy L. Willius
Sydney J. Willius, Ellen S. Willius 'sister Rich-
mond W. Willius, infants &c. by A. J. Willius
their father and next friend and upon the
affidavits of H. D. Young, Wm L. Wombles &
Geo. F. Wall made in relation thereto, the
Court doth order that the said Geo. F. Wall
Exor of Geo. L. Thomas dec'd, and as such
the acting guardian of said infants pay
out and expend during the current year
for their education and maintenance the sum
of fifty ^(cash) dollars or so much thereof as
may be necessary, out of the funds heretofore
directed to be paid to the legal guardians of
said infants and now on deposit in the
Mercantile Bank of Norfolk awaiting the ap-
pointment of such guardians, the Court being
satisfied ^(from the affidavits aforesaid) that such expenditure when actually
made will be judicious and proper.

Thomas Ayers

or

William & others

Execs.

October Term 1879

To be entered

Geo. Blow.

Upon Ely out
of possession of the
Villagers children

Entered

(3)

Thomas Exr & others

M

Bellevue & others.

This day
This cause came on to be again
heard on the papers formerly
read and upon the petition of
Geo. W. Eley and was argued
by counsel. On consideration
whereof the Court doth
adjudge, order and decree
that Geo. B. Hall Exr of
Wm B. Thomas do do out
of the money heretofore decreed
to be paid to the legal
guardian of Henry K. Bellevue,
Obed. J. Bellevue, Seymour J. Bellevue
and Richmond J. Bellevue and
now on deposit in the Mercan-
tile Bank of Norfolk, pay to
the said Geo. W. Eley the
sum of nineteen dollars
and fifty cents and take
his receipt for the same
to be filed with his report
to Court.

Thomas Ego.

W. } Memo. for

James

William Ego. Oct. / 76

Thomas' Ego.

v.

William Ego.

$\frac{2}{3}$
 $\frac{3}{5}$

Clay.

Wants decree at April 1876 - confirmed. Ego.
of the point of \$609.⁴⁶ in Van Antwerp Bank under
decree of April 1873 & also confirmed. Ego. interested
in real estate for infants as shown by picture &
exam. Young, April of March 1876 - and for further
acts of Ego. Transacted, as acting agent of
J. W. & A. B. Ego. & the children infants.

Thomas 400

N. } 1000

William, & Co.

Oct. term 1875-

To be entered

Geo. Brown.

Entered - 30

Thomas Exor.

v.

Nellies &c.

This cause came on this day
to be again heard on the papers formerly
read and on the petition of Geo. F. Stone
Exor. of Geo. E. Thomas dec'd, praying the
confirmation by the Court of an invest-
ment made by him in Real estate for
the benefit of the infant children of A. J.
Nellies as set forth in said petition;
And was argued by counsel; On consid-
eration whereof the Court doth hereby
order & decree That some Counsel of
this Court proceed to ascertain and
report to Court all the facts connected
with said investment ^(with the evidence) and whether
or not the same is beneficial to the
interests of said infants.

Copy decree²⁴

Geo Hall Exor et als

vs.

L. L. Velonis et als

"

Oct. Term 1875

"

Nov. 19th 1875. Motion

for 20th Dec. 1875.

"

Carroll & Co.

In the Circuit Court of Lee of High County Oct. 22^d 1875

Geo Hall Exor of John E Thomas dec'd calls Plffs
vs. } In Chancery
Leroy J Vellines, Eliza J. Vellines, Richmond D }
Vellines, Seymour J. Vellines, Arthur B. Stott, } Dfts
& John W. Stott, all of whom are infants }

This cause, came on this day to be again heard on the papers formerly read and on the petition of George H Hall Exor of Jno E Thomas dec'd praying the confirmation by the Court of an investment made by him in real estate for the benefit of the infant children of A. J. Vellines as set forth in said petition, and was argued by Counsel; On consideration whereof the Court doth adjudge order and decree that some Commissioner of this Court proceed to ascertain and report to Court all the facts connected with said investment with the evidence, and whether or not, the same is beneficial to the interest of said infants.

Copy sent

J. S. Purdie Clerk
H. P. Young atty.

Sumner 640

n. } 2000

Villiers & Huns

—

April term 1870

To be entered

Geo. B. Snow

Geo. B. Snow

judicious, ^(+ proper) as well as beneficial to the injured
 dependents herein, both acting, and concurring
 the same, and both judge and deem ^(be allowed)
 that said executor, the proper credit therefor
 in his executorial accounts. And the Court
 doth further adjudge, order and decree that a
 Commissioner of this Court take and report to
 Court a further account of the transactions
 of said Geo. D. Hull, executor as aforesaid
 and acting, ^(respective) guardian, of J. W. Hull, A. B.
 Hull, Mary D. Bellins, Ellen D. Bellins, Richard
 D. Bellins, and Symon J. Bellins, together
 with any other matters specially stated to be
 in any way necessary, or which may be re-
 quired by any of the party to this suit to be
 stated.

And the Court doth further adjudge, order & decree that the U. S. & Mary Bellins
 &c. from whom said said estate was purchased ^(do) convey, the same by deed, have
 & assign said deed with special warranty, to said J. W. Hull, A. B. Hull, Mary D.
 Bellins, Ellen D. Bellins, Richard D. Bellins, and Symon J. Bellins, and any of them, or
 assigns & executors of J. W. Bellins, doth and does hereby give, grant, sell, convey &

Thomas Exor,

vs.

Administrators.

This cause came on this day to be again heard on the papers formerly read; and on the report of Geo. F. Wall executor of John C. Sumner dec'd made under claim of office since 1873, showing a balance of deposits by said executor, on the 20th May 1872 of \$609⁴⁰ in the Mercantile Bank of Norfolk, Virginia, which report has not heretofore been confirmed; and also on the report of Comr. H. D. Young made under claim of Oct. term 1875, in relation to the investment of the sum of \$1870⁹⁸ made by said executor in real estate on 23rd Sept. 1875, together with the depositions of witnesses taken and filed therewith; and was argued by counsel. On consideration whereof the Court confirming both the said reports, to neither of which was any exception filed, doth adjudge, order and decree that the said deposits of said executor in the Mercantile Bank of Norfolk, be, and the same is hereby, ratified and confirmed as to the said balance of \$609⁴⁰ remaining on said 20th May 1872, and that said executor have the proper credit therefor in his executorial account; And the Court furthermore, being of opinion that the said investment of the sum of \$1870⁹⁸ in real estate by said executor, was ~~well~~ ~~and~~

Thomas' Executor

vs

Vellous and others

Sheweth

October Term

1881

To be entered

No. 1300.

Entered 16

Thomas' Exp.
vs. 3/
Storrs & Storey

Note of Agreement

Whole ~

the benefit so given to him must
make good the testator's attempted
disposition. But if on the con-
trary he choose to enforce his
proprietary rights against the tes-
tator's disposition, equity will seques-
ter the property given to him
for the purpose of making sub-
stitution out of it to the person
whom he has disappointed by the
asportation of those rights, 1st Vol. Juris
p. 385. And whenever a testator
may put his devisee to an election
to take under or in opposition
to his will the Court may in
such case elect for infants
2^d Story Eq. Juris. Sec. 1097. With
this brief discussion of the
points which have been raised
we submit the matter to the
Court.

Arthur Goode & Chapman

and the Velling Children having no interest in the will until his death they of course have no claim for the rent.

5. Is the devise of the land and the bequest of one-third of the money of the testator made to Arthur B. Shott absolutely and freed from any condition or is it made upon the condition that he shall not claim or accept any part of the land inherited from his father, and that he shall relinquish his portion thereof to John Walter Shott. It seems clear that Arthur B. Shott is put to his Election;

He who accepts a benefit under a will must adopt the whole contents of the instrument conforming to all its provisions and renouncing every right inconsistent with it. If therefore a testator has undertaken to dispose of property not his own, and has given a benefit to the person to whom that property belongs, the devise or bequest accepting

Cases then cited, particularly Cases of Hamblett or Hamblett 12 Ligh 350, and Gillman v. Underwood 3^d Jones Eq: Rep: 100

The Velling Children are nowhere enumerated as individuals. They are treated as a class throughout the will. The first mention made of them is in the latter part of the second clause where they are spoken of as the Children of my daughter by Andrew J. Velling, and this designation is continued throughout, we think the will contains satisfactory evidence that the Children of my daughter by A. J. Velling were designed to take as a class.

4. As the Velling Children entered to the rent of the Mill for the year 1868, and up to the death of the testator, or does the said rent belong to the executor for the payment of debts and legacies? Upon this point, it is sufficient to say that the will speaks from the death of the testator and not from its date. The testator died in the early part of the year 1869,

into two parts, John Walter Stork
taking one moiety and the Velliney
Children taking the other moiety
between them or shall it be divided
into five parts and one-fifth
paid to John Walter Stork, and
each of the Velliney Children?

The general rule is well estab-
lished that when a bequest is
made to several persons in gen-
eral terms indicating that they
are to take equally as tenants
in Common, each individual
will of course take the same share,
in other words the legacies will
take per Capita, But this rule
is not inflexible and it will
yield to the Cardinal rule of
Construction which requires
that effect shall be given to
the intention of the testator, to
be collected from the whole
will, If therefore an intention
can be collected from the
will that the Velliney Children
are to take as a class, that
intention will prevail, Woxton &c 27
Griffith 10, 1841. page 574. And the

of the will, she having given particular legacies to the father and each of the Children in the body of the will, it was held to carry the general residuary personal estate Redfield, 11, p. 437. The expression "money" may represent, the entire personal estate 1st Val. Jarman on Wills p. 402. Promissory notes and other securities for the payment of money will pass by a bequest of "money" where such is manifestly the intention of the testator Morton vs. Perry, 1 Metcalf 446. If we are correct in these views it follows, that the entire personal estate of the testator, must be given, the one-third thereof to Arthur B. Stott, and the residue to John Walter Stott and the Villiers Children.

3. — Now is the land given by the said will to be sold or equally divided between John Walter Stott and the Children of A. J. Villiers and the money bequeathed to the same parties to be divided between them? Shall the land money and the other money bequeathed to them be divided

had on hand a very small amount of actual money, not enough to pay debts. It is clear we think that when he gave to Arthur D. Stott, one-third of all his money after paying his just debts, and directs that his money not melted away is to be equally divided between John Walter Stott and the Velling Children, he has reference not only to the actual money, but to his securities for money, such as individual and state bonds and also to the money arising from the proceeds of the sale of his Chattel property. "The word money is often used popularly as equivalent to property," Redfield on Wills, Part II, page 437, Note.

It seems to have been determined that whenever legacies are given payable out of the estate, the gift of the "residue of the money" will include all the personal estate.

In one of the earlier cases where the testator gave sums of money out of the estate and "whatever remained of money to the Children of the testator" relative at the conclusion

any expectation or desire on the part of the testator of leaving any portion of his estate beyond the operation of his will. Redfield on Wills Part II page 442. The intention of the testator is the Cardinal rule to guide us in the construction, and that intention must be gathered from the whole will. Let us examine this will to ascertain the intention of the testator in regard to his personal estate. He leaves to his wife for life all his Chatted property and \$1000 in money. He gives to his Daughter Mary K. Vellings 150\$ to be paid to her annually for life. He gives to his grandson Arthur P. Stubb, One third of all his money after paying his prob debts, And in the last clause he directs that his money not willed away is to be equally divided between John Louisa Stubb and his Grandchildren by Andrew J. Vellings. It cannot be supposed that by the use of the term money the testator had reference only to Coin and bank notes, because the inventory of his Estate shows, that he

and disposed of by his executor.
In determining this question, it
is necessary to consider what
is meant by the use of the term
"money". In making the bequest
of all his money to Arthur P. Stobbs,
John Walter Stobbs and his daughters
children by Andrew J. Velliney, did
he intend to give to them all
his personal estate of every kind
whatever, subject to the life estate
of Mrs. Thawny in the Rittel property
and the \$1000, in money, or
did he refer only to coin and
bank money, and intend to make
no disposition of his other personal
estate? The Courts have for a
long time inclined very decidedly
against adopting any construction
of wills which would result in
partial intestacy unless absolutely
forced upon them. This has been
done partly as a rule of policy
but mainly as one calculated to
carry into effect the presumed
intention of the testator. For the
fact of making a will raises a
very strong presumption against

negative the presumption of any intention on her part to renounce her husband's will. Besides it is clear from the language of the Statute that the privilege of renunciation is a personal privilege which could only be exercised by her, such renunciation must be made either in person before the Court or by a writing recorded in Court upon such acknowledgment or proof as would authorize a writing to be admitted to record under Chapter 121 of the Code. If such renunciation be made or if no provision be made for her in the will she shall have such share of her husband's personal estate as she would have had, if he had died intestate, Otherwise she shall have no more than is given her by the will, No one else can renounce for her and if she fail from death or any other cause to renounce within the time prescribed she and all persons claiming ^{under} her are bound by the will.

2. How shall the personal estate of the testator be applied

now in the hands of his Ex? -

We think he is clearly not entitled. In the first clause of his will the testator makes ample provision for his wife. He leaves to her the plantation upon which he lived with several adjoining tracts, all his Chattel property, and One thousand Dollars in money.

This was intended as a life estate, as is shown by a subsequent clause, and was given in lieu of dower. This provision having been made in the will and not having been renounced by her she is barred of her one-third in her husband's personal estate. It may be said that she is not barred, and that her Administration is entitled to receive one-third of the personal estate of the testator, because she did within the time required in which she was allowed to make her renunciation, and the Court cannot know whether she intended to renounce or not. But the ample and liberal provision made for her is sufficient to

Thomas^d Ex^r & others
vs
Stott & others

Note of argument.

Jno. E. Thomas died in the early part of the year 1869. having made his last will and testament, which was duly admitted to probate in the County Court of Isle of Wight County on the 1st day of March 1869. His widow, Martha Thomas, died in a short time afterwards.

This suit has been brought in order to obtain a construction by the Court of several clauses contained in the said will, as to which doubts have arisen in the mind of the executor, We appear for the Executor and for the infant defendants Arthur B. Stott and John Walter Stott, Let us consider briefly the several points raised by the plaintiff's bill and now submitted to the Court.

1. Is Andrew J. Villiers, as the Adm^r of Mrs Martha Thomas entitled to receive any portion of the personal estate of the said John E. Thomas

Thomas' Ex^o de

v { Note of
Argument

Slott + others

b. J. le.

The time of the expiration of the loan to
A. J. Vellins, which was on the 1st - Jan'y. 1868,
and we claim that from ~~that~~ day the chil-
dren of his daughter by A. J. Vellins, are en-
titled to the rent of the mill.

As to the question whether the said An-
thony B. Scott takes the land and one third
of the money absolutely and unconditionally,
or is put to his election, we do not represent
either him or Mrs. Walter Scott and of course
have no arguments to make on that point.

With the foregoing remarks the case is
very respectfully submitted to the Court.

Geo. J. Harten

is entitled to it on the ground that the will speaks from the death of the testator, and not from its date. But the statute says "a will shall be construed with reference to the real estate and personal estate comprised in it, to speak and take effect as if it had been executed immediately before the death of the testator, unless a contrary intention shall appear by the will". Code of N^o Sup. 121 Sec. 11. In this case we claim that a contrary intention ^(plainly) appears by the will. The testator bequeaths the use of his mill to Andrew J. Vellins for four years - not from his death, but commencing first day of January 1864, and in accordance with said intention puts Vellins in possession of it "for helping to repair the same, then I give it" says he "to the children of my daughter by A. J. Vellins forever". It is very clear that the loan to Vellins did not commence from testator's death because he mentions a different day, which day was even prior to the date of the will, and the loan actually commenced from that day by his putting Vellins in possession. And testator says "then I give it to the children of my daughter by A. J. Vellins forever". When does he give it to them? Or what does he mean by the ^(use of the) word "then"? He can only mean

to take one third of the residuum the other children of Arthur E. Masters another third, and the children of David E. Masters the remaining third. But the Court of Appeals confirmed the decree of the Circuit Court which divided the residuum into ten equal shares, and gave one to each of Arthur E. Masters five children, and one to each of David E. Masters five children. Thus giving Robert B. E. E. E. Masters only one tenth instead of one third of the residuum.

4th.

The latter part of the second clause of Testator's will reads as follows: "I leave the use of my mill to Andrew J. Vellins for four years commencing the first day of January 1864, for helping to repair the same, then I give it to the children of my daughter by A. J. Vellins forever". The Testator died in the early part of the year 1869 upwards of one year after the expiration of the loan to A. J. Vellins, as expressed in the will, and while the mill was still in possession of said A. J. Vellins. And ~~the~~ a question has arisen as to whether the executor, or the children of Testator's daughter by A. J. Vellins are entitled to the rent of the mill for that time. It is contended that the executor

case. It is true that Jarmann says that "this mode of construction will yield to a very faint glimpse of a different intention in the context" as was the case in *Hoxton v. Griffith* and other cases above cited. But in this case we contend that there is not the faintest glimpse of a different intention in the context, and the testator had no reason for entertaining a different intention all the legacies be equally related to him. The case of *McMaster v. McMaster* 10th Gratt. 275, we claim, decides this case exactly in point. In that case the testator says "I will and bequeath to the children of Arthur McMaster, and David McMaster, and to Robert B. McMaster all the funds remaining after every just claim against my estate has been satisfied, to be equally divided between them" Arthur McMaster had five children of whom Robert B. McMaster was one. David McMaster also had five children, and although it is not so stated in the report, yet we infer that they were all equally related to the testator. From the clause in the will it appears, however, that the testator regarded Robert B. McMaster with great favor, and it was contended that under the clause above mentioned, he was entitled

State of argument - That they are treated as a class, the language of the Court in *Stokton v. Griffith* is "If therefore an intention can be collected from the will that the children of the deceased parent are to take as a class, that intention will prevail". But here is no deceased parent, and their parent is also the parent of Mrs. Walter Scott, and if they are to take as a class, whom do they represent?

"When a devise or bequest is made to a person described as standing in a certain relation to the testator, and to the children of another person standing in the same relation, as to my brother A. and the children of my brother B., the legacies take per capita and not per stirpes" 2^d Powell on Devises p. 331. The same rule is laid down in 2^d Jarman on Wills p. 111. where it is added "that in which case A. takes only a share equal to that of one of the children of B. though it may be conjectured that the testator had a distribution according to the statute in his case", and thus it is immaterial that the objects of the gift are the testator's own children and grand children. For how much greater reason, then, will the rule apply, where all the legacies stand in the same relation to the testator as in this

equal objects of her affection; bestowing upon the children of Mrs. Stoxton what was intended for her. And I think that the will contains satisfactory evidence that in the clause on which this case depends, the children of Mrs. Stoxton, though enumerated as individuals, were designed to take as a class representing their mother". But in the case now before the Court, no such state of facts exists. Mrs. Walter Scott is the child of Mrs. Vellins by a former husband, and occupied exactly the same degree of relationship to the testator that her children by A. J. Vellins did, all of them being his grandchildren. Indeed it might be asked how can they take per stirpes since the root- or stirpes through which both would take are identically the same, viz: Mrs. Vellins.

But it is insisted that the Vellins children are treated as a class simply because they are not named. Now the testator's reason for not naming them is evident. They were small children living away from him, and he was a very old man, and it is to be presumed that he did not know their names, or at least was not familiar with them. Arthur B. Scott and Mrs. Walter Scott were quite large boys, and had lived with the testator for several years before his death. But even admitting for the

children named, would have been at great disadvantage, had each one of the 23 grand children taken equal shares with them. The five children named, and the 23 grandchildren named were not in equal degrees of relationship from the testator. And the same was the case in Stoxton v. Griffith. There the subject of the devise was to be equally divided between testatrix' nephew E. Coleville Griffith and the children of Dr. W. W. Stoxton and Eliza H. Stoxton, (naming them) five in number. E. Coleville Griffith and Eliza H. Stoxton were nephew and niece of the testatrix, and were virtually her adopted children - had been reared by her, and she entertained a like affection for them both. And in disposing of other property between them she had shown a disposition to give to the Stoxton children collectively, the same amount, that she did to E. Coleville Griffith. The language of the Court in rendering its opinion (page 580) recites, thus "E. Coleville Griffith and Mrs. Stoxton, were related to the testatrix in the same degree, They had both lived with her during their minority and as alleged in the bill, and admitted in the answer, they were reared by her with like affection. We naturally expect therefore to find that in the disposition of her property she has sought to effect equality between these

It is furthermore contended that in the equal division directed by the testator, to be made of the land to be sold or equally divided, and the money to be equally divided between John Walter Scott and his daughters children by Andrew J. Villines, that the said Scott is entitled to to one half, and the Villines children collectively to the other half, or that the division must be made per stirpes and not per capita. And the case of *Stoxton v. Griffith* 18th Benth. 574, and cases there cited are relied on as authority for that position. But it will be seen that the cases cited, especially *Stoxton v. Griffith* 18th Benth. 574, and *Stamlet v. Stamlet* 12th Leigh 350, were very different from the one now before the Court. In *Stamlet v. Stamlet*, Testator directed the whole of his estate not before disposed of to be divided equally among five of his children, naming them, and the children of four others of his children (one of whom was dead) without naming the same children, of whom there were 18 living at his death and five afterwards born - the children of his said four children. The five children named in the will altogether had 32 children living at the testator's death and three afterwards born. And the reasons for affirming the decree of the Court below were not reported, but we can see at a glance that the five

which he then appears to have used them, will be the sense in which they are to be construed. 2^d Where there is nothing in the context of a will from which it is apparent that the testator has used the words, in which he has expressed himself, in any other than their strict and primary sense, and where his words so interpreted are sensible with reference to extrinsic circumstances, it is an inflexible rule of construction that the words of the will, shall be interpreted in their strict and primary sense and in no other, although they may be capable of some popular or secondary interpretation, and although the most conclusive evidence of intention to use them in such popular or secondary sense be tendered.

In 1st Paper on Legacies 282 it is said that the word "money" qualified by the context, will include cash, bank notes, money at the bankers, notes payable to bearer &c. because they are not to be considered as choses in action, but money of the person in whose possession they are. But choses in action, promissory notes not payable to bearer, government stock &c. will not pass under the word "money". And that doctrine was most fully confirmed in Virginia by the Court of Appeals in Dabney & others v. Cottrell's Administrators & others. 9th Gratt. 572 above cited.

and its context - what he intended by the phrase "And all the money". Dabney v. Cottrell, 9th Gratt. 579. And the same reasoning will also apply on the question of partial intestacy arising from a strict construction of the term "money". See also further on in the same case, 9th Gratt. p. 581, where the English case of Gosden v. Cottrell is cited. In that case by excluding the stock, there was not money enough to pay the legacies, and an intestacy was created as to the bulk of the property, and the Master of the Rolls had no doubt that it was the intention that the stock should pass under the term "money", but refused so to decree because he said it was settled that the term "money" would not pass stock unless there is in the will some explanatory context.

Vice Chancellor Wigmore in his Treatise on wills (cited in 1st Grunberg on Evidence, Section 287 note,) lays down the rules of interpretation of wills in seven propositions as the result both of principle and authority, the first two of which are as follows "1st A Testator is always presumed to use the words in which he expresses himself, according to their strict and primary acceptance, unless from the context of the will it appears that he has used them in a different sense, in which case the sense in

The loan to his wife to wit - "Also all my estate
property with one thousand dollars in money"
Thus making in the outset his own distinc-
tion between estate property and money, and
fixing his own definition to the term "money"
and it is to be presumed that he attached
the same meaning to it throughout the will
unless a different intention can be collected
from the context. See *Proper on Legacies* Vol.
2^d 1462. It is furthermore contended that
by the use of the term "money" the testator did
not have reference only to coin and bank
notes, because the inventory of his estate
shows that he had on hand a very small
amount of actual money - not enough to
pay debts and legacies, but it will be observed
that the will was made on 15th Aug. 1868 and
the testator died sometime in 1869, nearly
four years after the will was made, and no
one can know how much money he had at the
time of making the will, and therefore in the
language of the Court of Appeals in *Dabney v. Ottum*
v. Cottrells Admrs where the same question
arose "We can derive no aid in the construction
of this clause by the state of the testator's prop-
erty. It was uncertain when he made his will,
what money he would have on hand, or due
to him by securities of any kind at the time
of his death. We must ascertain by the will

Therefore a pecuniary, and not a specific legacy. The chattel property, therefore, he no doubt, considered as disposed of, and the \$1000 in money was to be raised from his individual and state bonds &c. He furthermore gave to his daughter Mary B. Vellins, an annuity of \$150. during her life, which was also a pecuniary, and not a specific legacy, and would have to be raised from the same source. Is it not therefore reasonable to infer that he considered the most of this fund as disposed of, and more reasonable to infer this, than it is to suppose he meant to include his individual and state bonds &c., in the term "money", and to dispose of it all, as well as all his real estate, and thus, leave nothing, out of which to raise the \$1000. for Mrs. Thomas, or the annuity for Mrs. Vellins, which would have inevitably have been the case, had he intended to give so broad a meaning to the term "money".

To prevent partial intestacy may be some reason under certain circumstances for extending the meaning of certain words, but it can never be carried to the extent of defeating the leading objects of the testator's will, as such a construction in this case (had Mrs. Thomas lived) must have defeated the loan of \$1000. to her for life, and the annuity of \$150. to Mrs. Vellins. Furthermore the testator in the first clause of his will used the following language in making

But it is objected that the renunciation must be made by the wife exactly in the mode prescribed in the statute, and for that reason, even though she be dead, no one else can renounce for her. But suppose a case (not at all improbable) in which the wife is under twenty one years of age, so that she can not renounce in the exact mode prescribed by the statute; will it be contended that such a one is to be cut off altogether from the benefits of the statute? We think that the requirements of the statute apply to those who are within its meaning and to no one else, let it be the wife during her life, her representatives after her death, or the Commissioner of the Court or other authorized agent acting for and on behalf of a widow who is under age.

25
In the second place it is contended that the testator, by the use of the term "money" had reference, not only to the actual money, but to his securities for money, such as individual and state bonds, and also the money arising from the proceeds of the sale of his chattel property. And it is contended that this construction is necessary to prevent intestacy as to a portion of his estate. It will be remembered however that he bequeathed all his chattel property to his wife during her life, and ^(also) gave her one thousand dollars in money (not \$1000. of his money) and

in confusion nothing is more usual than for the Court to enlarge the time, or to relieve against any lapse thereof." See also *Kore v. Kore* Ibid 58. In the case of *Tompkins v. Tuckwell* (2^d Ves. Sen. 592) cited in *Hope on Legacies*, Ed. 1848 Vol. 2^d 1658, it was observed "When a freeman by will disposes of his whole personal estate between his wife and children, and after his death the wife has submitted to the will (not by declaration in writing, but without disturbing it) and the wife dies and her representatives bring a bill for an account insisting that the wife was entitled to her share by the custom, and that her husband's will was void, the Court has denied that relief, to the representatives of the wife in several cases, because her enjoyment under that, was an evidence of her assent, and upon that principle only, not to disturb things long acquiesced in, in families, upon the foot of rights, which those in whose place they stand never called in question". But no one can pretend that Mrs. Thomas by any act of hers, during the few days of her life after her husband's death, acquiesced in the provisions of his will. See also case of *Dillon v. Parker* cited in same place, which shows that unless there are other reasons than the death of the party, that the right of election will descend to his representatives.

Then election may be made by them or by their heirs or executors" Coke on Lytt. Vol. 1 p. 452. To which the editor (Thomas) adds this note "When the election creates the interest, nothing passes till election, and if no election can be made no interest will arise - (Ibid) and in Somers' Digest, Vol. 2^d p. 258, Ed. 1853, that doctrine is confirmed in the following language "That where an estate passes ^(and) ~~the~~ the donor or grantor has a right of election, such right descends to his heirs or executors" It can not be contended in this case that no estate or interest passed to Mrs. Thomas until her election, or that it was the election which was to create the interest.

In Page Williams Reports Vol. 2^d p. p. 613-618 we have the following case "A bond within four months after his marriage to settle lands of £100. per annum on his wife, or else to leave her £2000. and dies within the four months, after which the four months pass, his executors shall elect whether to pay the £100. per annum or the £2000. And with reference to the lapse of the time the master of the rolls in that case said "The trust was, it is true but this election is one which was to continue four months after the marriage but he dying within the four months though the time expired afterwards, yet when upon the death of the testator, matters are for sometime

The provisions of the will in her favor. And a much smaller estate in amount absolutely, would have been preferable to the same for life made by the will; first, because of the difficulty that would have attended its possession and enjoyment as aforesaid, and secondly because of the power of absolute control during her life, and of final disposal at her death of her distributive share of the property according to her own wishes. The power of renunciation by a widow of her husband's will is simply the right to elect whether she will accept its provisions or renounce them and claim what the law allows her, and all questions growing out of it in the absence of express decisions must be determined by the general law on the subject of election. So far as we can learn it has never been decided in Virginia whether this right of election dies with her should she die within the time allowed by the statute for her to exercise it, or whether it descends to those who shall claim under her, after her death. Lord Coke lays down the general principle applicable to elections as follows "When nothing passeth to the feoffee or grantee before election, to have the one thing or the other, then the election ought to be made in the life of the parties, and the heir or executor can not make election, but when an estate or interest passes immediately to the feoffee, donee, or grantee,

and because from the language of the statute the power of renunciation is a personal privilege which can only be exercised by her in the manner prescribed by the statute. And on this point first, we take issue with the other parties and claim that the provisions of the will in her favor did not negative the presumption of such intention on her part, and that under the circumstances, the power of renunciation did descend and pass to the personal representative, or those claiming under her the said Martha Thomas, and that the rule of law requiring the renunciation to be made in one year from the admission of the will to probate, may be extended when by the death of the party first entitled, the power of renunciation descends to other parties. The estate given said Martha Thomas by her said husband's will, was only a loan during her life and in order for her to have taken possession of the chattel property and especially the one thousand dollars in money, the executor might, and no doubt would have required her for her own protection, to enter into bond with security for its forthcoming at her death. Her dower in the real estate for life, and her distributive share of the personally which she would ^(have) secured by renunciation, would have nearly, if not fully equalled in quantity and amount

Thomas' Ex^{rs} & others

vs

Stott & others

}

Note of Argument

In this suit, which was brought by the plaintiffs to obtain a construction of the last will and testament of John E. Thomas dec^d and to ascertain and settle the rights of all the parties claiming under said will, the undersigned appears for Andrew J. Vellins and Mary H., his wife and their children all of whom are infants.

It appears from the plaintiffs' bill and is admitted by the defendants, that the said Martha Thomas widow of the said John E. Thomas dec^d, died within a few days after the death of her said husband, and long before the expiration of the time allowed her by law for renouncing his said will and claiming her dower in, and her distributive share of his estate. And it is contended that she having died as aforesaid, without having renounced said will, her personal representative, and those claiming under her, have no power to renounce it, and are forever concluded and held to accept and abide by its provisions, because that the ample provisions made by the will for said widow, negatives the presumption of any intention on her part to renounce it,

Thomas' Exor. folio.

n. 3 Cley.

Willis folio.

Inventory & Appraisal
of
Rev. E. Thomas etc.

15176
2018.52
17.188.33

The foregoing is a correct Inventory & appraisement of the Estate of John E. Thomas dec'd so far as has been presented to us.

R. H. Pulley }
J. J. Murphy. }
W. A. Womble }
E. P. Womble } Appraisers.

The foregoing is a true Inventory of the Estate of John E. Thomas that has come to my hands as his Executor,

Geo. F. Hall

In Isle of Wight County Court Clerk's office May, 28th, 1869.
the foregoing Inventory & Appraisement of the Estate of John E. Thomas dec'd was received and admitted to record

Teste

C. H. Hart Clerk

A Copy

Teste

C. H. Hart

229 ^{lbs} of Lard @ 21¢ per pound, ^{\$62.79}	Contents of Smokehouse ^{\$300}	65	79
7 Backbones \$1.50, Water Bucket .50¢, 1 Double Bbl. Lard ^{\$29.00}		31	00
Contents of Parlor ^{\$5.50} , 2 Beds, 1 Desk, 1 Mattress & ^{\$83.00}		138	00
Passage furniture Chairs &c. ^{\$8.00} , Contents of Lock room, Buffet, ^{vc.}		11	00
1 Bed Stead 25¢, 2 Beds Bureau, chairs & ^{\$57.00}		57	25
Contents in room up stairs, Slaves &c.		2	00
Black Walnut Table & contents, ^{\$300} , 1 Bed in Chamber ^{\$36.00}		79	00
Sideboard, Safe, Secretary &c.		41	00
1 Quilt No. 1, ^{\$1.00} , 1 Do. No. 2, ^{\$4.00} , 1 Do. No. 3, ^{\$4.00} , 1 Do. No. 4, ^{\$4.00}		25	00
1 Quilt No. 5, ^{\$2.00} , 1 Do. No. 6, ^{\$2.00} , 1 Spotted Blanket No. 1, ^{\$5.00}		9	00
1 Spotted Blanket No. 2, ^{\$6.00}		6	00
1 Home Spun Blanket No. 1, ^{\$3.50} , 1 Do. Do. No. 2, ^{\$2.00}		5	50
1 Do. Do. " " 3, ^{\$1.00} , 1 Do. Do. " 4, ^{\$1.00}		2	00
1 Flannel Blanket White No. 1, ^{\$5.25} , 1 Spread No. 1, ^{\$1.50}		6	50
1 Spotted Counterpane No. 1, .50¢, 1 Sheet No. 1, ^{\$1.25}		1	75
1 Comfort No. 1, ^{\$3.00} , 1 Do. No. 2, ^{\$1.50} , Toilet No. 1, .75¢.		5	25
1 Table Cloth No. 1, ^{\$2.00} , Do. No. 2, .25¢, 1 Toilet Cloth No. 2, .10¢.		2	35
4 Towels & Cover .50¢, 4 Tumbler glasses .50¢,		1	00
18 Chickens @ 35¢ each		6	30
5 State Bonds No. 699. 4743. 1376. 2067. 2069.		14600	00
1 Bond against W. E. Allen, dated Decr. 15 th 1866.		13	80
1 Do. " Wm. T. Vellines, " March End. 1855. (D.)		26	19
1 Do. " Do. " " Jan. 1 st 1859. (D.)		10	00
Cash in Gold \$22.50. Do. Silver, \$4.50		27	00
Premium on Gold & Silver per Capt. Adams acct.		7	74
C. B. Hazden Receipt dated July 20 th 1859, for two Bonds against Samuel Wilson & W. P. Jordan, his security for \$3000.		15170	42
Net Sales of Bacon by Thomas & Adams.		139	79
		27.337	94

An Inventory and appraisement of the Estate of
John E. Thomas, decd. by E. P. Womble, P. H. Pulley, J. J.
Murphy and Wm. A. Womble, this 8th day of March, 1868.

1 Oven, 1 Pot, Trays and Cooking utensils,	\$5 00
1 Stove \$1.00 1 Loom 10¢, Tubs, Trays Pots &c,	11 10
Pitchforks Grindstone, Shovels &c, 1 Cross cut saw \$3.00	8 00
2 Plows, Steer yoke, Hames, Collar & Trace Plow,	8 00
2 Scythes, Carpenters tools, Singletrees &c, 1 Drag, Saddle Linder, ^{Trace plow steer yoke &c.}	10 00
2 Carts & wheels \$8.00, Baskets, Old Bbls. &c \$1.00	9 00
7 1/2 Bbls. long corn @ \$4.50 per Bbl. 1 Corn Sheller & measures,	331 25
1 Saddle no. 1 \$1.00, 1 Buggy \$35.00, Apple mill, Beams, presses &c,	65 00
3521 ^{lbs} Blade Fodder @ \$1.25 per 100 ^{lbs} . - Top do. \$1.00, Large Fan \$1.00	55 01
Cider Casks & Stands \$31.00, Backbones, 4 collets &c \$2.00,	32 50
Fan, Whip Saw, Ground peas, White peas &c,	40 00
Still & fixtures no. 1. complete, ^{\$1.25} Still &c no. 2. ^{\$4.50}	170 00
1 Sow & pigs \$15.00, 2 Sows \$2.00,	27 00
Cattle \$20.00, Large Kettle \$2.00	222 00
Sheep \$50.00, Old Cart & Work Bench 75¢	50 75
275 Good Bricks @ \$1.00 per 100. 10 hogs @ \$50.00,	53 25
Bee hives 50¢, 1 Carriage \$25.00,	25 50
5 Bus. Irish potatoes @ \$1.50 per Bus.; 7 1/2 Bus. Potatoe plantings @ ^{\$1.00 per bus.}	14 75
Turnip Patch 25¢, 1 Blk. Sow and 8 pigs \$20.00	20 25
1 White Sow & 2 pigs \$30.00, 1 do. do & 2 pigs \$2.10,	50 00
1 Sorrel mare \$60.00, 1 Mule \$50.00, 1 Stack Oats \$15.00	225 00
Shucks \$2.50, 62 ^{lbs} skulls @ 8¢ per pound. \$4.96	7 46
130 ^{lbs} fowls @ 15¢ per pound, 29 1/4 ^{lbs} Hoground bacon @ 12¢ ^{per pound}	573 16
Contents of Dairy, jars, bundle sticks &c,	2 75
1 Spinning Wheel and Cards,	2 00
	2018 23

Thomas' Eggs, 1.

11. 364,

William 100.

==

Cutts. of qualps.
on Northern Thomas
201.

At a Quarterly Court held for the County of
Isle of Wight. on the 1st day of March 1869.

On the motion of Andrew J. Vellines, who
made oath and together with George H. Jordan
his security, who justified, entered into and
acknowledged a bond in the penalty of one
thousand dollars. Conditioned according to law.
Certificate of Administration is granted him
on the Estate of Martha Thomas dec'd. (The
estimated value of the estate being \$500.00)
ordered that said bond be recorded, and that
E. P. Womble, W. A. Womble, sons of Murphy and
R. H. Pulley or any three of them, after being
first duly sworn, do appraise the decedent's
estate and make report to the Clerk of
this Court.

Attest

A. P. Womble, D.C.

Mem o. for
W. H. Good

Ch. Hall has not deposited under decree of Apl,
1873, because the bot. was in bond, uncollected.
He would like a decree for further act. of
his transactions, with direction, to Com. to
make act. of copies on sales bond without
aches or his post & direction to proceed by
suit or otherwise to collect the bond in
his hands & A. B. Still has a gd^{er} & his
share may now be cleared this gd^{er}
~~that would~~

Should not the decree of Apl. 01. to deposit
be set aside?

Recorded by delivery a true copy of the seal
to Geo. H. Stone at a Visiting for Dr. Williams
& Company July 22nd 1890

Ed. E. H. 27
for Dr. Williams

Thomas' Exor. talr.

3 Cont. in this
d.

Williams talr.

To 19th. of Augt. 1890

July 1st 1870.

To George F. Hall exor. of John E. Thomas decd; Andrew Williams
and Mary R. his wife, G. J. Williams adm. of Martin
Thomas late adm. of John B. Stott

Plaintiffs,

and

To A. P. Young gov. and Lt. of Leroy Lee, Ella
J. Richmond D. Seymour J. Williams and of Arthur
B. Stott

Defendants.

You are hereby notified that I have fixed upon the 19th day of
August next, if fair, if not, the next fair day thereafter (Sunday
excepted), to take and settle, at my office aforesaid, the following accounts:

- 1st. An account of the transactions of George
F. Hall as executor of John E. Thomas decd.
- 2nd. An account of all debts, claims or demands
against the said John E. Thomas or his estate
showing their character & dignity.
- 3^d. An account of the full simple & annual value
of the lands devised by the said John E. Thomas
to Arthur B. Stott, and of the interest of
said Arthur B. Stott in the lands devised
from his father, Arthur B. Stott sr. decd.

required to be taken by decree of Isle of Wight Circuit Court, ren-
dered on the 1st day of May, 1870, in a suit in chancery
depending in said Court, between the said parties Plffs.
and Dfts.

at which time and place you are required to attend.

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

A. P. Young Com'r.

Jos. E. Thomas' Exor,

vs { Abstract of
Decree of
Apl. Cir Ct.
1872.

Vellines, Stoll / als,
=

Virginia, In the Circuit Court of Isle of
Wight County, April 20th 1862,

George F. Hall Executor of John E. Thomas
dec'd. Andrew J. Vellines & Mary R. his wife
& the said A. J. Vellines as Adm^r of Martha Thomas dec'd. Plffs;

vs.

In Chy;

Leeroy L. Vellines, Ella F. Vellines, Richmond D.
Vellines, Seymoure J. Vellines, Arthur B. Stott
and John W. Stott, Defts,

"And the court doth further adjudge
order & decree that a commissioner of
this court, take a further account of the
Transactions of the said George F. Hall -
as Executor of said John E. Thomas &
make report to the court with any
matters deemed pertinent by himself
or required by the parties to be stated,"
"An Abstract"

Teste,

A. P. Young Clerk.

16.50
 197
 97

2.58
 97
 1785
 2298
 247.35
 2.58
 5.92

1613
 4848
 997
 188
 897
 829
 859
 403
 200
 500
 937
 870
 7826
 52.58
 13.58

Thomas Lox. tal.

vs. 3 Com. Notice
 3 +
 Deane

Pellins tal.

To 8th Octo. 1842

We acknowledge service of this notice.
 Geo. H. Hall Esq.

Commissioner's Office,

ISLE OF WIGHT COURTHOUSE:

Sept. 30th 1872

To Geo. T. Hall Exor. of John C. Thomas decd. and
Andrew J. Vellius & wife

) Plaintiffs,

And

To Leroy S. Vellius, Ella T. Vellius, Richard D. Vellius,
Seamus J. Vellius, Arthur B. Stoll and John W. Stoll,
infants

) Defendants:

You are hereby Notified, That I have fixed upon the 8th day of
October next. if fair, if not, the next fair day thereafter, (Sunday
excepted), to take and settle, at my office aforesaid, the following accounts:

A further account of the transactions of
George T. Hall as the executor of John C. Thomas
decd.

Required to be taken by decree of Isle of Wight ~~Circuit~~ Court, rendered on the
20th day of April, 1872, in a suit in chancery depending in the
said court, in which you are Parties, Plaintiffs and Defendants, at which time and
place you are required to attend.

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

L. P. Young

Commissioner.

Off Thomas' Cor.

v. $\frac{2}{3}$ Com. No. 1

Vellius Lals.

To 15th Jan. 1844.

Entered by delivery
to the within named
G. H. Hall & S. Vellius
and may R. Vellius a
true copy of the within
notice Nov 18th
1843.

L. B. Edwards Aff

act. settled

Commissioner's Office,

ISLE OF WIGHT COURTHOUSE:

Nov. 12th 1873
To *Geo. F. Hall* Exor of *Geo. E. Thomas* decd
A. J. Villins & Mary A. his wife

Plaintiffs,

And

To *A. P. Young* adm. ad litem of
the infants

Defendants:

You are hereby Notified, That I have fixed upon the *1st* day of
January next. if fair, if not, the next fair day thereafter, (Sunday
excepted), to take and settle, at my office aforesaid, the following accounts:

*A further account of the
transactions of Geo. F. Hall
as Exor of Geo. E. Thomas decd.*

Required to be taken by decree of Isle of Wight ~~Circuit~~ Court, rendered on the
20th day of *October*, 1873, in a suit in chancery depending in the
said court, in which you are Parties, Plaintiffs and Defendants, at which time and
place you are required to attend.

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

A. P. Young

Commissioner.

acknowledge arrival of the within
notice.

Ans. H. Wallbridge
J. P. Henry & Co
to the infants.

Thomas' Exor.

H. V. $\frac{1}{2}$ Corl. Notice

Vellins Lab.

To 30 Dec. 1845.

Commissioner's Office,

ISLE OF WIGHT COURT HOUSE.

Novr. 19th 1895. 186

To

George Hall Exor. of John C
Thomas

Plaintiffs.

and to Leroy A. Vellies, Ella F.
Vellies, Richmond D. Vellies,
Seymour J. Vellies, Arthur B. Stott
and John W. Stott, by A. P. Young
their guardian ad litem

Defendants.

You are hereby notified, that I have fixed upon the 20th day of
Novr. 1895, to ^{ascertain} ~~take and settle~~ the following account, at my office, to wit:

~~Novr.~~ all the facts connected with an investment
made by the said Geo. F. Hall Exor. of said John C.
Thomas, in real estate for the benefit of the infant
children of A. J. Vellies, as set forth the petition
of said Executor filed in the cause, and to take
evidence and report whether or not the same is
beneficial to the interests of said infants.

required to be taken by a Decree of the Circuit Court of Isle of Wight County, rendered on
the 22^d day of October 1895, 186, in a suit in Chancery depending
in the said Court, in which you are parties, Plaintiffs and Defendants; at which time and place you are
required to attend. Given under my hand, as Commissioner in Chancery of said Court the day and year
aforesaid.

A. P. Young

Comm.

J. F. CROCKER,
ATTORNEY AND COUNSELLOR-AT-LAW,
PORTSMOUTH, VA.



h s Thomas }
Smithfield
va

J. F. Crocker,
Attorney and
Counselor at Law.

Portsmouth, Va., June 15 1889

Dear Sir

By my connection with
the ~~Thomson~~ - Vallentyne Miller was
the 30th July 1878. For 7th of
Sept 7th of the Thomson employed me
as agent of the Mercantile Bank of
Norfolk \$2500 by certified check of
special deposit made 15 May 1872
and \$609 41. balance as general
deposit on 16 April 1874 - among
books shown that I placed there
claims before and a record book
in the safe of Lewis & Mercantile
Bank. I made frequent
inquiries of the condition of the

found of the broken bank. and was
always in the way that there was
nothing to be distributed among
the same - creditors - I
frequently engaged of Wm
J. Ellsworth who was then
attorney to the same.

Hill frequently wrote me
and I made reports to him -
nothing else was made -

I will see Ellsworth

and give you a full reply -

Perhaps Nathan Williams & I just
called to Robert will be to
see me in 4th July - I do not
know what day they will come now
how long they will stay - but
would like to see you for the
evening and see them. Off to the bank