

1890-002

Chancery Causes:
Isle of Wight County

John Wilson, Junior, adm
Deana Southall Carroll v'd
Petition of Nathaniel F. Young

VS George T. Carroll's admr

Folder 1

other surnames: Hearn Hayden,
Gray, Waenn, Shivers, Whitehead,
Jones, Stallings, Nelms,
Thomas, Wills, Barrow, Hearne,
Harmanson, Moore, Grace,
Goodrich

Wilson John.

no.

3/25.

Carroll et al

Deceased at spl. term

Nov. 21. 1890.

In the Circuit Court of Isle of Wight County.

John Wilson Jr. gen. of Anna Southall
Carroll has his own right. *Plff.*

vs. $\frac{2}{3}$ In ch. $\frac{1}{3}$
C. B. Hayden adm. of G. S. Carroll estate. Defs.

The Estate of George S. Carroll decd.

In account with C. B. Hayden his admr.

1849

April 1	To paid atts. fee for mt. to court for admn. t.	5 00
"	" " for drawing power of atts. from Mr. Carroll	5 00
" 14	" " W. S. Rouse burial expen	45 00
" 18	" " Dr. Phillips med. acct.	6 00
"	" " five appraisers of Est.	5 00
"	" " R. S. Thomas, Notary, for securing appraisers t.	1 25
"	" " Peter Johnson work on forms	1 00
"	" " James. wages.	22 66
"	" " B. J. Chapman services as clk. at sale t.	15 00
"	" " James Wells for hauling	2 00
"	" " Wiley J. Battin acct.	7 50
"	" " Thomas B. Battin "	9 49
"	" " Wm. H. Jackson services "	7 00
"	" " Same wages for 1849 by compliance of contract	67 50
"	" " Timothy Goodwin mending 300 rails at .50, for 100 -	15 00
	Am't. Carried forward	214 40

1849	Ant. brought forward	\$ 214 70
Apr. 18	To paid clerk's fees	4 57
"	" Taxes for 1848.	83 37
"	" M. F. Vaughan's act.	47 16
"	Ant. refunded Henry More weather, being ant. she had paid G. F. Carroll for a piece of land, for which no title can be made for want of written contract	18 36
"	paid Double Chapman act.	14 06
"	" further clerk's fees	4 91
"	" Henry Jones's act.	27 14
"	" J. F. Jones act. before bill.	2 08
"	" L. B. Edwards's act	10 00
"	" K. K. Chapman, insurance	23 45
Dec. 9	" " Double Chapman for claim for repairs on chimney	1 25
"	" " Dr. Jones repairs to do.	3 00
"	" " Great for. do.	2 44
16	" " Taxes for 1849.	67 96
"	" " Edmund Taylor for rails	2 50
"	" " C. F. Alden repairs on dwelling house	1 25
"	" " Expenses of agent to Richmond on business of the est.	30 00
"	" " Att. for writ tax in suit vs. Alden	4 30
"	" " Clk. fees in same suits	2 64
"	" " Sub. " " "	2 00
"	" Comm. on \$1303.33 receipts.	65 14
1880 Apr. 6	" Balance for contra	679 30
		\$ 1303 33

1879			
Apr. 1	By ant. cash found in house	15 00	15 00
"	" 30.00 Coupon Reb Tax	28 55	28 55
" 8	" " Account sales		83.4 54
Aug. 5	" " from J. F. Walters		
	Balance of acct.		19 00
"	" " from on due bills		3 17
Octo. 1	" " from int. on credit portion of sales due this day		
	said portion being \$286.35		8 59
Nov. 13	" 398 lbs. fodder, 1/4 of Jacob Jordan, a tenant, crop at \$100. per 100		3 98
" 28	" Ant. from C. F. Alden in part of rent	107 50	
Dec. 6	" Ant. from James Wells & Co.	50 00	
" 9	" 4 2/3 bbls. corn, 1/4 of Jacob Jordan's crop - in total \$2.33		9 33
" 14	" Ant. of James Wells in part of Alden's rent bond	56 50	
" 31	" " from Edmund Dyer, part rent	15 18	
1880			
Jan. 14	" " of Rev. Johnson, bond. N. Jones for rent of Carstark house, Jan for 1880		40 00
"	" " of C. F. Alden, in full for bond of \$340.00 rent, 1879	26 00	
Mar. 5	" " from Alden, costs of rent.	8 19	
" 13	" " Edmund Dyer, further part rent	3 00	
"	" One year int on Richmond City bond	60 00	
"	" net proceeds of sales for rents from Jacob Jordan, share for rent 1879	14 80	
		\$ 1303 33	

Mr. Julia W. Carroll widow of Geo. S. Carroll
In account with C. W. Hayden her son.

1880

Apr. 6	By your $\frac{1}{2}$ of \$649.30 the balance on the foregoing admon. acct.		226	43
	" your $\frac{1}{2}$ of \$30.69 being the amt. included in the said admon. acct. for repairs on the house, with which you are not properly chargeable.		10	23
1879 Apr.	to paid widows for acct.	58	52	
1880 July. 14	" " do by check	200	00	
Apr. 6	Balance due admon. debit		31	86
		\$258	52	\$258 52

Anna Southall Carroll widow of Geo. S. Carroll
In acct. with C. W. Hayden her son.

1880

Apr. 6	By your share of the balance due on the above acct. account		442	64
1879 Apr. 3	to paid for. Wilson your grand.	35	00	
1880 Apr. 7	" " do	300	00	
" 6	" Balance for contr.	117	64	
		\$442	64	\$442 64

An account of the value of the dower interest of Julia, W. Carroll widow of George S. Carroll dec. in the proceeds of sale of the real estate in the proceedings mentioned.

Amount of sale of said real estate made on the 1st day of Dec. 1879. \$ 1526 00

Annual value thereof at six percent interest \$ 91 56

Widow's 1/3 of said annual value \$ 30 52

Widow's age 29 1/2 years the value of her said interest on the day of sale was. \$ 457 00

Commissaries Office of the Court House, March 15th 1880.

To the Circuit of Sale of Wright County.

Pursuant to a decree of the said Circuit Court rendered on the 20th day of October, 1879, in a suit in Chancery therein depending between John Wilson, Jr. guardian of Diana, Southall Carroll dec. plaintiff, and C. B. Hayden admr. of Geo. S. Carroll dec. defendants, directing a commissary of the said Court to take, settle and report

to the court. first. an account of the transactions of C. B. Hayden as the administrator of said George T. Carroll decd. and second. an account of the value of the dower interest of the widow of George T. Carroll in the proceeds of sale of the real estate in the proceedings mentioned. Your commissioner reports to the court that on the 28th of Nov. last, he issued notices to the parties, plaintiffs and defendants, that he had fixed upon the 8th day of January, 1880, to take and settle at his office, the accounts required, and that legal service of said notices was acknowledged by the said parties, and the notices are herewith filed. That the said C. B. Hayden admr. of Geo. T. Carroll appeared before your commissioner and desired the taking of said accounts to be continued to enable him to bring down his account to the end of his first fiduciary year. That your commissioner, therefore, continued the same until the date of this report, when the said administrator exhibited to your commissioner a statement of all the moneys he had received, become chargeable with, or had disbursed, during the periods embraced in the foregoing account, account marked A. together with the vouchers for the disbursements. From which your commissioner made up and completed the said account, and on the 6th day of April, 1880, found a balance

of \$649.30 due from the administrator to the estate. That by account B and C the said balance is transferred and distributed to Julia L. Carroll, the widow, and Diana Smithall Carroll the infant orphan of said George L. Carroll died according to their respective rights, and by said account B, it will be seen that the said widow is indebted to the said adm^r. on the 6th of April, 1880, in the sum of \$21.86. and by account C, it will be seen that the said administrator is indebted to the said infant orphan in the sum of \$117.64 on same day.

Your commissioner has, from the evidence before him, made the foregoing account, marked D, which shows that on the 1st day of Dec., 1879, the value of the share interest of the said widow of Geo. L. Carroll in the proceeds of sale of the real estate in these proceedings mentioned, is \$415.00

The Richmond City sup^r fund bond for \$1000.00 which stood in the name of George L. Carroll, and which came into the hands of the said C. B. Rogers administrator as aforesaid has been divided and paid over to the widow and child, the said Geo. L. Carroll in the following proportions, viz: To the said widow the bond of the said City for \$400.00, and to the said A. S. Carroll a new bond of said City for \$600.00 - This gives to the widow \$400.00

in excess of her share of said \$100.00 at the rate of \$105.00 per share, and consequently makes the account indebted to the said orphan to the amt. of said \$10.33 exp. This unequal division of said bond became necessary, because the rules of the authorities in the said City of Richmond prohibit the giving of bonds for fractional parts of \$100.00. The receipts for said bonds were exhibited to your court. Given under my hand as a commissioner of the said court, the day and year first aforesaid.

H. H. Young com.

Comm. fees \$10.00

*Wilson's Adm. et al.
vs.
Z. M. Chap.*

Carroll's adm. et al.

*Rept. presented Decem
of Octo. 1879.*

Filed 1st of the March, 1880.

*Discretionary acc. recorded
in will 1879-
Nov. 31 - page 352*

Common Pleas Office
Smithfield June 14 1881

To John Wilson for guardian of Diana Southall
Barroll and in his own right ~~Plaintiffs~~
and ~~vs~~

Georgeanna Wilson Thomas Barroll and Mary
Ann his wife Diana Southall Barroll infant by
H P Young her next friend ~~H P Young~~ and
M W Heaver. Defendants

- You are hereby notified that I have fixed upon
the 11th day of July next at my office upres and
as the time and place for making the following
inquiries to wit 1st Whether or not any portion of
the real estate sold to M W Heaver under decrees
pronounced in this said case is the property of
Nathaniel Young, and if so, what portion
- 2nd If any part of the said land is the property of
the said Nathaniel Young, what would be his
equivalent portion of the purchase money if he
should relinquish his claim to the said real estate
- 3rd What sum of money Julia W Barroll widow of
George Barroll is entitled to absolutely in lieu of
her dower and as the equivalent thereof, and
whether she elects to take the said sum as the equi-
valent of her dower or whether she elects to have 1/3
of the net proceeds to be invested for her life with
the right to receive the interest thereon, as agreed

to be made by decree rendered at October Term
1883 of the Circuit Court of Isle of Wight County
in a suit in chancery pending therein in which
you are parties, plaintiffs and defendants; at which
time and place you are required to attend
given under my hand as a commissioner in
chancery of the said court the day and year
first aforesaid

Robert H. Wilson Commissioner

We acknowledge service of the above notice

(A. J. Gearing)

R. S. Thomas, atty Georgian
-na Wilson, Thomas Bann &
Mary Ann Bann John
Wilson guardians of D. S.
Canoe, & in his own right
and James S. Canoe
R. O. Roykin atty for
M. A. Keane

Commissioner's Office,

Isle of Wight Co. Va., Nov. 28th 1879

To John Wilson &c. in his own right &
as guardian of Diana Southall Carroll

Plaintiffs,

and to C. B. Hayden adm^r of Geo. T. Carroll, dec^d;
Julia W. Carroll widow of said Geo. T. Carroll; John
Wilson Son & Georgeina his wife Mary A. Wilson &
Diana S. Carroll, lost two infants by N. S. Young, ^{god children} Defendants:

You are hereby notified that I have fixed upon the 8th day
of January, 1880, 1880, to take and settle, at my office aforesaid,
the following accounts, to wit:

1st. An account of the
transactions of C. B. Hayden as the
adm^r of George T. Carroll dec^d.
2nd. An account of the value of
the dower interest of the widow
of George T. Carroll in the proceeds
of sale of the real estate in these
proceedings mentioned.

Required to be taken by a decree of the Circuit Court of Isle of Wight County, ren-
dered on the 27th day of October, 1879, 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 a Commissioner in Chancery of said Court, the day
and year first aforesaid.

N. S. Young

Commissioner.

Nov. 28th 1879. We acknowledge legal
service of the within notice -

John Wilson jr.

John Wilson Sr.
Georgianna Wilson

Wilson's adv. et al.

Comm.
noted

Carroll's adv. et al.

5th of Jan. 1880.

Stiff. my will exists
+ return to me & oblige
to the perf. of. W. C. W. C. W.
J. W. C. W. C. W. C. W.

In the Circuit Court of Leno & Wright
County. October 20th, 1849.

John Wilson Jr. & ors. et als. Comptes
v. J. L. Aug.

C.B. Hoyam & ors. Geo. T. Carroll et als. Def. to
And the Court doth further adjudge,
order and decree that a Comr.
of this Court take an account of
the transactions of C.B. Hoyam & ors
& ors. of said Geo. T. Carroll, &
and account of the value of the
dower interest of the widow of Geo.
T. Carroll in the proceeds of sale
of the real estate in these proceedings
mentioned, which acts. he shall
take, settle and report to Court
with any matters specially stated
account pertinent by him-self, or
required by the parties to be so stated.

An abstract Type

W. A. Edwards D.C.

Wilmington, re.

or { Extract from
Decem

Cornwall adur R

Nov. 28th 1849. notes
ip. to 8th Jan. 1880.

De. fr. accs

Commissioner's Office,

Isle of Wight Co. Va., Nov. 20th 1870

To John Wilson Jr. in his own right
as guardian of Anna Martha Child

Plaintiffs.

and to C. C. Hardin, admr. of Geo. H. Smith, decd. Julia
H. Smith, heirs of said Geo. H. Smith late
of the State of Virginia heirs of Mary H. Smith &
Anna Martha Child in their own right. Defendants:

You are hereby notified that I have fixed upon the 20th day
of January, 1871, to take and settle, at my office aforesaid.

the following accounts, to wit: 1st. An account of the
liquidation of C. C. Hardin, as the admr.
of George H. Smith decd.
2nd. An account of the value of the stock
interest of the said Geo. H. Smith, & Child
in the said Geo. H. Smith & Child
in their own right.

Required to be taken by a decree of the Circuit Court of Isle of Wight County, ren-
dered on the 20th day of October, 1870, 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 a Commissioner in Chancery of said Court, the day
and year first aforesaid.

J. P. Young Commissioner.

Wilson go. et al.

or. } Cori. notu

Corrells adu. et al.

To 8th Jan. 1880.

James A. Hall?
by at. f. v. l. l.
let. + all p. v. l.

James A. Hall?

James A. Hall?
by at. f. v. l. l.
let. + all p. v. l.

The Depositions of Isaac A. Jones, James W.
Stollings, George T. Nelsons, and Virginia
Worren.

taken in pursuance of notice, before
A. P. Young, a commissioner in chancery
of the Circuit Court of the State of Wright County,
at his office at Isle of Wright Court House
on the 25th day of September, 1849, to be
read as evidence in behalf of the plaintiff
in a chancery suit now depending in
the said Court, wherein John Wilson Jr.
as guardian of Diana Southall Carroll
and in his own right, is Plaintiff, and
C. P. Hayden admr. of Geo. T. Carroll decd;
Julia W. Carroll widow of said Geo. T. Carroll
decd: and others are defendants.

The said Isaac A. Jones being duly sworn,
deposes and says.

1st.
Q. by plf.
Atty.

State your age, occupation & residence.

Ans.

My age is 39 years. My occupation is that
of farmer & merchant & my residence is
Isle of Wright County, within one mile

of the late residence of George S. Carroll deceased.

2. *Ques.*

State whether or not you are acquainted with the tracts of land which said Geo. S. Carroll did seized & possessed & if so, what opportunities you have had of becoming acquainted with the same, and whether or not, in your opinion it would be for the interest of Deacon Southall Carroll, the infant child of Geo. S. Carroll and now of the age of six years & nine months, to sell any or all of said tracts of land, and your reasons for such opinion?

Ans.

I am acquainted with said lands. I have lived for many years near the land on which said Carroll lived & died & also the Corstorphem tract. I have frequently seen & have been on the Whitehead or Wreem tract. I think it would be for the interest

of the said infant to have all the
said lands sold, for the reason
that the buildings, lands are now
in good repair ^{condition} & if rented out
would greatly deteriorate in value,
that the lands, will in my opinion,
sell for much more now than
they would years hence, and that
I believe the interest on the money
from sales of the land now, will
extend for the length of time before
the infant attains of age, the
rents.

And further this deponent testifies
It Jones

James W. Stallings being duly sworn,
deposes and says -

Questions one and two that were
propounded to witness J. W. Jones, being
propounded to witness Stallings he
answers, James 31 years of age,
I reside within a mile of the late

residence of said Geo. T. Carroll, Isle of Wight
county, and I am a former by occupation.
I have heard and considered the other
~~answer~~^{answer} of J. N. Jones and fully concur
with him as to the propriety of selling
the lands aforesaid, I being well acquainted
with said lands, and for the same
reasons given by him.

And further the deponent saith not.

James W. Stallings

George T. Nelsons being duly sworn, for
answer to the questions one and two
which have been propounded to and
answered by the two preceding
witnesses, answers, and says, I am
fifty two years of age, am a former by
occupation I reside in Isle of Wight
county, within sight of and on the
adjoining farm to the Whitehead
farm of which Geo. T. Carroll did
seize and possess. I think it would
be for the interest of the interested parties

Smithall Carroll for the said Whitehead
land to be sold instead of rented
for the following reasons, the land
is now in good condition & the houses
in good repair, that if rented out,
the land will greatly decrease in
value year by year & the houses will
go to wreck in a ^{good} measure, and I
believe that the amount of rent
received or which could be received on the
land of said land for the whole
term of the infants minority, will
exceed the rents for said term, in
consequence of the falling off of the
rents as the land becomes less valuable
for cultivation. I do nothing of
the other lands of which Geo. J. Carroll
did seized & proposed.

And further that this deponent soothly swears.

George J. Nelson

Virginia (Drama) being duly sworn.
for answers to the questions propounded
to and answered by the preceding art-
icles, an amand says, I am 37 years
of age; I reside in Isle of Wight county;
and until recently was a farmer. I am
acquainted with the ~~land~~^{Whiteland} place
Geo. F. Carroll and seized (Kofa-fad)
~~especially the Whiteland place~~, which
was recently sold by me to said Carroll.
I think it would be for the best interest
of the infant Maria Southall Carroll
for the said ^{Whiteland} land of which her father
did seized, to be sold, and for the
following reasons. The buildings are
in a state of decay; the lands have been
hardly cropped for many years, and
are in a depreciating condition &
if rented for the term of the mi-
nority of the infant, would
become greatly depreciated in
value, and that for the whole term
of her minority, the interest, I think

will expend the amount that would
be received for rent. The fences are in
bad condition and there is barely timber
enough on it to keep it up. I am
not acquainted with the other land.
of G. T. Corroll. And?

Ans

J. Wenn

The foregoing deposition were taken and subscribed before me on the day mentioned in the caption, and in the presence of the counsel for the plaintiff, and the guardian ad litem of the infant defendant.

H. P. Young Const.

Stk. for	1.00
Cont. for	5.00
J. A. Jones & Co.	.50
J. H. Williams	.50
C. S. Nelson	.50
V. Brown	.50
Griffin and	6.25

Nelson gov. of Canada
als. vs. 3 Chy.
Cannell & Co. N.Y.

Deposition
filed Sept. 25th
1899.

To John Wilson Sr, Georgiana Wilson, his wife, Mary Ann
Wilson; infant child of said John & Georgiana Wilson; Diana
Southall Carroll; & Julia W. Carroll
Take notice that I shall on the 25th day of September 1879, next, at

Isle of Wight Court House at The Clerks office ~~in~~ of said
county

between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of Henry Jones, L. M. Jones, Jas W Stallings;

J W Wrenn and others, to be read as evidence in my behalf, in a certain suit
in Chancery, depending in the Circuit Court of Isle of Wight

County, wherein I in my own right & as Guardian of Diana
Southall Carroll am ~~the~~ plaintiff, and you

are defendants; and if from any cause the taking of the
said Depositions be not commenced on that day, or if commenced be not concluded on that
day, the taking of the same will be adjourned and continued from day to day or from
time to time, at the same place and between the same hours, until the same shall be com-
pleted.

Respectfully.

Mrs Wilson per
C B Haden Atty

To the Sheriff of Surry
County to execute.

Aug 5th - 1879. Legal Service of
The within notice acknowledged
C B Hayden Atty for
Pltffs & Defendants -

To John Wilson, Jr., Georgiana Wilson, his wife, Mary Ann
Wilson, infant child, of said John & Georgiana Wilson; Diana
Southall Carroll; & Julia W. Carroll, C. P. ^{Rayden Saml. & J. M. Carroll}
Take notice that I shall on the 25th day of September 1847, next, at
Isle of Wight Court House at the Clerks office of ~~the~~ said County

between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of Henry Jones; I. M. Jones; Jas. W. Stallings;
T. W. Penn and others, to be read as evidence in my behalf, in a certain suit
in Chancery, depending in the Circuit Court of Isle of Wight
County, wherein I in my own right, & as Guardian of Diana
Southall Carroll ^{and} ~~the~~ plaintiff, and you

are defendants; and if from any cause the taking of the
said Depositions be not commenced on that day, or if commenced be not concluded on that
day, the taking of the same will be adjourned and continued from day to day or from
time to time, at the same place and between the same hours, until the same shall be com-
pleted.

Respectfully, John Wilson Jr.

To the Sheriff of Surry
County to execute.

Sept. 5th 1879 -
We acknowledge
legal service of the
within notice -

C. B. Hayden, Admin.
of Est. J. Canale

John Wilson S.E.
Georgianna Wilson
John D. Canale

The Commonwealth of Virginia,

TO THE SHERIFF OF THE COUNTY OF ISLE OF WIGHT—GREETING:

WE COMMAND YOU TO SUMMON,

Henry Jones, J. & T. Jones, Jas. W. Stallings, K. Fleming, Geo. T. Helms, C. H. Brown

to appear before *N. P. Young*, *Commissioner in Chancery* of the *Circuit* Court, of the County of Isle of Wight, at the Courthouse, on the *25th* day of *September* 18*79*, to testify and the truth to say in behalf of *Jas. Wilson Jr. in his own right as gen. of A. S. Carroll* in a certain matter of controversy in said Court pending and undetermined, between *said Wilson Jr.*

Plaintiff

and *Jas. Wilson Sr. as gen. of A. S. Carroll* Defendant *5*

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

Witness, N. P. YOUNG, Clerk of our said Court, this *12th* day of *Sept.* A. D.

18*79*, in the *104th* year of the Commonwealth.

N. P. Young clerk

NOTE.—Witness who desire their attendance entered, will inform the Clerk before leaving the Court.

John Wilson Dr. re.

— to } sp. a. to appear
 } before M. P. Young
 } comm. in Aug.

John Wilson Dr. re
"

Do Sept. 25th 1849

Accepted by deloring
to the court in name
~~Aug. 25th 1849~~

J. W. Stalling & Co.
Wm Geo. L. Smith
& Co. Wm cash
a true copy of the
court in name
Sept. 13. 1849.

J^d P. Edwards
— Shy

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING:

WE COMMAND YOU TO SUMMON

C. B. Hagan agent of

Geo. T. Canoe Julia W. Canoe widow of said Geo. T. Canoe.
John Wilson & Benjamin Wilson wife of Benjamin M. Wilson
and Wilson infants daughters of said Benjamin Wilson & Benjamin
M. Wilson deceased in part of said Geo. T. Canoe decd;

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 September next to answer the bill in Chancery

of John Wilson M. suing as the
guardian of Diana Justice
Canoe and in his own right

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 7th

day of August 1879, in the 104th year of the Commonwealth.

Attest
N. P. Young
C. B. Hagan

The Commonwealth of Virginia,

TO THE SHERIFF OF ^{Isle of} ~~ISLE OF WIGHT~~ COUNTY, GREETING:

WE COMMAND YOU TO SUMMON

*John Wilson Sr. and
Georgeanna his wife and Mary Ann Wilson their
infant daughter*

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

September next to answer *the Bill in
chancery of John Wilson Jr. guardian of
Richard Southall Canoll and in his own
right filed against them to have*

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

August 187*9*, in the *104th* year of the Commonwealth.

N. P. Young

Carroll & Co. & Co.
per gdn. et al.

us. 2/3
2/3

Carroll & Co. & Co.
et al.

To Capt. Rees 1879.

Hayden & Co.

Execution 28th August
1879 by moving a
train of ^{logs} this & per
on the within parties

W. J. Sweeney
Sheriff Aug 10

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING:

WE COMMAND YOU TO SUMMON *C. B. Hayden Clerk of Circuit Court*
and Melia C. Carroll widow of George C. Carroll late John Wilson Sr.
Georgia wife of said John Wilson Sr. Mary Ann Little daughter
daughter of said George C. Carroll and Anna Sarah Carroll
infant or, heirs of George C. Carroll deceased

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 *September* next to answer *the bill in*

chancery of John Wilson Sr. being as the
guardian of said Anna Sarah Carroll
and in his own right

~~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 *9th*

day of *August* 187*9*, in the *19th* year of the Commonwealth.

N. P. Young

Carroll for Edw.
et al.

Wm. L. Garrison
Chap.

Carroll ad. et al.

To Sept. Reel 1879.

Hayden for

Execution by delivering
to the within names
C. B. Hooper and Julia W
Carroll each a true
copy of the within documents
August 20, 1879.

R. B. Eaves Clerk for
H. B. Eaves & Shiff.

To the Honorable George T. Blow, Judge
of the Circuit Court of Law and Chancery
for the County of Isle of Wight;

The Answer of Julia W. Carroll,
to the Bill of Complaint in said Court ex-
hibited by John Wilson Jr in his own
right and as guardian of Diana Southall
Carroll against her and others;

This respondent saving and
reserving all right of exception to the
many errors and imperfections in
said Bill contained for answer there-
to or to so much thereof as she is advi-
sed it is material or necessary for her
to answer, answering says that she
admits to be true the allegations in
said Bill contained as to the death
and intestacy of her late husband, G.
W. Carroll, and of his having left an
only child Diana Southall Carroll
who attained six years of age on the
1st day of December 1878, that this respon-
dent is entitled to dower in all the
Real Estate of which her said husband
died seized and possessed and she
believes to be true the allegation of said
Bill that it would be for the interest
of the said Diana, and all parties
concerned to have the said Real Estate
sold and the said Diana's share of the
proceeds of sale invested for her benefit.

① that 1/3 of the proceeds be invested & the interest paid her for life,
as she may hereafter elect & she prays that the sale may be made
& the amount of her said equivalent ascertained that she may
intelligently elect between said equivalent and investment

1 that she hereby consent to the sale of
2 said Real Estate free from her claim
3 of dower therein on condition that she
4 is compensated out of the proceeds of
5 sale by the payment absolutely of a
6 sum of money as an equivalent of said
7 dower in accordance with the Statute
8 in such case made and provided, or
9 That this Respondent attained 30
10 years of age on the 13th day of January 1879
11 And having answered pray hence to
12 be dismissed with her costs in this
13 behalf most unreasonably expended
14 and she will ever pray &c.

15 Signed Julia W. Carroll

16
17 Surrey County
18 I, A. B. Cooper, Justice of the Peace
19 for the county aforesaid in the State of Vir-

20 ginia, do certify that Julia W. Carroll,
21 personally appeared before me in my
22 said county and made oath that the
23 statement contained in her foregoing
24 answer so far as made on her own
25 knowledge are true and so far as de-
26 rived from the information or knowl-
27 edge of other persons are true to the
28 best of her knowledge or belief.

29 Given under my hand this 22 day of
30 September A. D. 1879. A. B. Cooper, J. P.
31

Wilson & Co }
 et als } In Chan-
 or } cery
 Diana Southall
 Carroll et als

31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

Answer of
 Julia W. Carroll.

To the Honable George Blow, Judge of the
Circuit Court of Law and Chancery for the
County of Isle of Wight

The Answer of A. P. Young,
Guardian, ad litem of Diana Southall Carroll, infant
orphan of George T. Carroll, deceased, to the Bill
of Complaint in said Court exhibited by John Wilson, Jr.
Guardian of said Diana Southall Carroll, against
the said Diana Southall Carroll and others;

This defendant saving and reserving
all right of exception to the many errors and
imperfections in said bill contained, for answer
thereto, or to so much thereof as he is advised
it is material or necessary for him to answer,
answering says, that he is well acquainted with
the several tracts of land in the bill mentioned
of which George T. Carroll, died, seized and possessed
in the County of Isle of Wight, and is of opinion
that the interest of the infant heir at law of
George T. Carroll, will be promoted by the sale
of said lands, as it is the result of both his
observation and experience, that rented lands
deteriorate in value, both from bad husbandry,
waste & depreciation of buildings. That the time
in this case before the ward will attain
age, is so great, that the lands would become
impoverished and the rents insufficient to
support the ward. That he is of opinion
that the net interest on the proceeds of sale would
exceed the average net rents on the land, &
having answered, prays to be dismissed &c.

Signed A. P. Young Guardian
Ad litem.

Wilson, Cydin et al

vs
Siana and Southall, Carroll et al

Answer
of
Guardian Ad Litem

Isles of Wight County, To wit:

I C. B. Hayden, a Notary Public for
the county aforesaid in the State of Virginia,
do certify that N. P. Young personally appear-
ed before me in my said county and made
oath to the truth of the statements contained
in his foregoing answer to the best of his
knowledge and belief.

Given under my hand this 30th day of
August A.D. 1879.

C B Hayden

1 To the Honorable George Blow, Judge of the
2 Circuit Court of Law and Chancery for the
3 County of Isle of Wight.

4 The joint and several Answers
5 of Mary Ann Wilson, infant daughter of John Wilson, Sr.
6 and Georgiana, his wife, and of Diana Southall
7 Carroll, infant orphan of George T. Carroll,
8 deceased, by N. P. Young their guardian, ad litem,
9 to the Bill of Complaint in said Court exhibited
10 by John Wilson, Jr. in his own right and as guardian
11 of the said Diana Southall Carroll, against them
12 et als;

13 These defendants jointly and severally
14 say that they are infants under twenty one years
15 of age, and submit their interest in the premises
16 to the protection of this honorable Court, and
17 having answered pray hence to be dismissed
18 with their costs in this behalf most unreasonably
19 expended, and they will ever pray &c.

20 Signed

21 N. P. Young gov.
22 ad litem
23
24
25
26
27
28
29
30
31

Wilson, Cy'dn et al
vs

Diana Southall Carroll chals

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Infants Answer

Wilson Guardian -

^{v.}
Carroll and others. -

To the Honorable George Blow Judge of
the Circuit Court of Isle of Wight
County: -

Your petitioner Nathaniel T. Young
of Isle of Wight County, Virginia respectfully
represents to the Court that on
the first Monday in January 1876 he
purchased from John R. Kilby Special Com-
missioner in the Chancery causes of
Groce &c. v. Whitehead &c. and Goodrich &c.
v. Shivers &c. a certain parcel of real
estate in Isle of Wight County adjoining
the Joseph B. Whitehead tract and sup-
posed to contain about 21 acres.

That the said tract of land was convey-
ed to your petitioner by deed dated the
day of 18 and duly admitted
to record in the Clerk's office of Isle
of Wight County Court on the day
of 18 -

Your petitioner herewith files the following
copies; A copy of the Report of Commissioners
assigning down to the widow of Algernon
A. Whitehead decd. filed 12. October 1875,
marked "Exhibit No 1" -; a copy of the

decree entered in the said causes at the October Term 1875 directing the said sale, marked "Exhibit No. 2"; and a copy of the report of the Special Commissioner of sale, under the said decree, marked "Exhibit No. 3," and a copy of the deed conveying the said property to him marked "Exhibit No. 4." - All of which papers are prayed to be read as parts of this petition. -

But under decrees pronounced by this Honorable Court in the chancery cause of Wilson Guardian v. Carroll & others the said real estate has been sold by mistake to one W. W. Kearne, as your petitioner is informed and believes, ~~the~~ under the erroneous belief that the said tract of land was a part of the Joseph B. Whitehead tract. - The said W. W. Kearne has only paid a small part of the purchase money due by him for the said Whitehead tract. - Your petitioner is willing to execute a proper deed conveying the said small tract of about 21 acres of land to the said Kearne on the payment to him out of the fund under the control of this Court of his proportionate share of the purchase

money arising from the sale thus made to the said M. W. Hearn; and he now asserts his claim to the same. -

Your petitioner prays that his proportionate share of the purchase money arising from the sale made under decrees pronounced in the chancery cause of Wilson Guardian v. Carroll & others, may be paid to him, or that his rights as above set out may be protected in some other adequate manner; that he may be admitted as a party to the said chancery cause of Wilson Guardian v. Carroll &c.; and for such other, further and general relief as the nature of his case may require and the principles of equity justify &c.

And your petitioner will ever pray &c.

Robt. W. Prentiss,
Counsel.

Wilson Dr.

3 Petition
N. 3 of
3 Nathl. F. Young
3 Carroll's Adm. &c

To the Honorable George Blaw, Judge of the Circuit
Court of Law and Chancery for the County of
Isle of Wight.

Humbly Complaining Sheweth to the
Court, your Complainant, John Wilson, Jr. in his
own right and as guardian of Diana Southall
Barroll, that on or about the day of
1879, one George I. Barroll departed this life
intestate, in the aforesaid County of Isle of Wight,
and on the 7th day of April, 1879, one B. B. Hayden
qualified as Administrator of his personal estate
in the County Court of said County, as will
appear from the Certificate of qualification,
marked "A" herewith filed and prayed to be
taken as a part of this bill.

That the said George I. Barroll left his widow,
Julia M. Barroll, and an infant daughter, Diana
Southall Barroll, who attained six years of age
on the first day of December, 1878, as his sole
distributees, and heir at law. That on the 7th
day of April, 1879, your Complainant qualified
in the County Court aforesaid as the guardian
of said Diana Southall Barroll, as will appear
from the Certificate of his qualification as such
guardian, marked "B" herewith filed as a part
of this bill, and at the same time entered as
such guardian ^{into a bond} ~~in~~ a penalty of \$2000- as appears by
said certificate. That said George I. Barroll
left small personal estate, inclusive of a bond
of the City of Richmond City for \$1,000- amounting
to \$1,836.74, as will appear from the Certified extract

Exhibit from the inventory and appraisement of said estate
'E' 1 marked "E" herewith filed and prayed to be taken
2 as a part of this bill. That the debts and expenses
3 of administration of said estate amount to between
4 \$500- and \$600- and hence the personal estate of said
5 infant will amount to about \$1,000-.

6 That besides said personal estate, the said
7 George I. Carroll died seized and possessed of
8 the following real estate in said County of Isle
9 of Wighh, to wit:

10 1st. Banstanphen Land of 70 acres, ^{more or less,} conveyed to
11 said George I. Carroll by M M & B M Hearn by
12 deed of March 29th, 1878;

13 2nd. A tract of 429 acres, more or less, conveyed said
14 George I. Carroll by deed of B B Hayden, Commissioner,
15 in Ryan and Dilworth versus C G Delk and John M
16 Gray, by deed of April 29th, 1871, subject to the
17 contingent right of dower therein of Mary A Gray,
18 wife of said John M Gray, should she survive him;

19 3rd. A tract of 346 acres, more or less, conveyed to said
20 George I. Carroll by Virginias Wrenn et als, by deed
21 of January 1st, 1879, as will appear from the

Exhibit 22 Abstracts and deed marked respectively "D", "E" & "F".
D E & F. 23 herewith filed and prayed to be taken as parts of
24 this bill; the deeds for which several tracts of
25 land are duly recorded in the Clerks office of
26 the County Court aforesaid. That the said real
27 estate was rented out by said intestate in his
28 lifetime for the year 1879, except tract No 3,
29 which has been rented out for that year
30 since his death by said administrator; That the
31 said widow is entitled to dower in said real estate

1 the rents of which, subject to said dower, will
2 constitute the chief support of said infant;
✓ 3 That said rents will be annually diminished by
4 the increased repairs of the buildings on said real
-5 estate, which will deteriorate in value from year
6 to year, and which there is just reason to apprehend
7 from the extreme youth of said infant will, before
8 she attains majority with expenses of fencing and
9 other necessary expenditures on the farms consume
10 the larger part, if not the whole income of
-11 said infant; That these causes together with
-12 the usual depreciation of rented lands by the
13 bad husbandry of tenants make it desirable for the
✓ 14 interest of said ward and of all other parties to
15 have the said land sold, and his said ward's
✓ 16 portion of the proceeds of sale invested for said
✓ 17 ward's benefit; That your Complainant thinks
18 and hereby alleges that, such sale would
✓ 19 promote the interest of said ward, and of all
20 parties concerned; That the sale of said lands,
21 subject to the dower therein of said widow,
✓ 22 would be greatly the injury of his said ward
✓ 23 and that the interest of all parties would be
24 promoted by the sale of the whole subject and
25 the Compensation of said widow of her equivalent
26 of dower out of said proceeds by the payment
27 of such equivalent in fee simple if she will
28 consent to such sale and distribution of proceeds;
✓ 29 That if said infant were dead her heirs at
30 law would be Georgiana Wilson, wife of
31 John Wilson, & the mother of said deceased

and grand-mother of said infant on the paternal
1 side; Mary Ann Wilson an infant daughter of
2 said Georgiana and half sister of said decedent
3 who attained 16 years of age on the 27th day of
4 February, 1879, and Your Complainant, a son
5 of said Georgiana and half brother of said
6 decedent; That Your Complainant is without
7 remedy at law and can only be relieved by the
8 aid of this honorable Court of Chancery, where
9 matters of this sort are cognizable; To this
10 end Your Complainant prays that the said
11 O B Hayden, administrator of George T. Carroll,
12 deceased, Julia M. Carroll, his widow, John
13 Wilson, Esq, and Georgiana Wilson, his wife,
14 Mary Ann Wilson, infant daughter of said
15 Georgiana Wilson and Diana Southall Carroll,
16 infant orphan of said George T. Carroll, the
17 last two infants by some one appointed their
18 guardian, ad litem, to defend their interest in
19 this suit, may be made parties defendant
20 in this bill, and be required to answer the
21 same; That an account may be taken of
22 the transactions of said O B Hayden, administrator
23 of said George T. Carroll, deceased, and the
24 amount ascertained remaining in his hands
25 for distribution and distribution of the same
26 decreed between Your Complainant's said ward
27 and said decedent's widow; That the sale of the
28 said lands may be decreed, inclusive of said
29 widow's dower therein; That the said widow's
30 equivalent of dower in the proceeds of said sale
31 may be ascertained and payment of the same

decreed; and that the balance of the proceeds
of sale, after deducting thereout the costs of
suit and sale, inclusive of a reasonable attorney's
fee, to C B Hayden, for his services as attorney
for all parties in this cause may be paid your
Complainant's said word; and that such other and
further relief may be granted in the premises
as to the Court may seem meet and may suit
the equity of the case, and your Complainant
will ever pray &c.

Hayden p. q

Isle of Wight County to wit:

I C B Hayden, a
Notary Public for the County aforesaid, in the
State of Virginia, do certify that John Wilson, Jr.,
guardian of Diana Southall Carroll, personally
appeared before me in my County aforesaid
and oath to the truth of the statements contained
in the aforesaid bill to the best of his knowledge
and belief.

Given under my hand this 4th day of
September, 1879

C B Hayden
Notary Public

Apr. ct. 1880. Rpt of sale. conf. de
to collect pay out made and re. &
for acct.

Oct. ct. 1880. Rpt. Conf. & de for
sale re

Apr. ct. 1881. Rpt. Conf. of meeting
H. to cover pay out of

Octo 1883. Rpt of sale conf. de to collect sales
bonds & make deed. And to collect interest
from Bank and distribute it.

Petition of N. F. Young filed, referred to
court for enquiry as to his interest in the land
fund.

Octo: Ct. 1884. de. to collect interest of Bank & re
and ordered to be heard in week end.

April Term 1885. Petition of N. F. Young
and others, and de. to collect
from Bank. pay out &.

Apr. term 1886. de. Conf. & rpt. of coll. & depts.

Oct. term 188 de conf. Rpt of coll. & depts.
& for coll. of Int. & re

April term 1887. de. for gdn. to invest re.

Octo. 1888. Rpt. of intm (conf. & de. for exp. & re)

April 1889. Report confirmed & de. to distribute

Wilson, Gdin et al
vs.

Liana Southall, Carroll

Complainants Bill

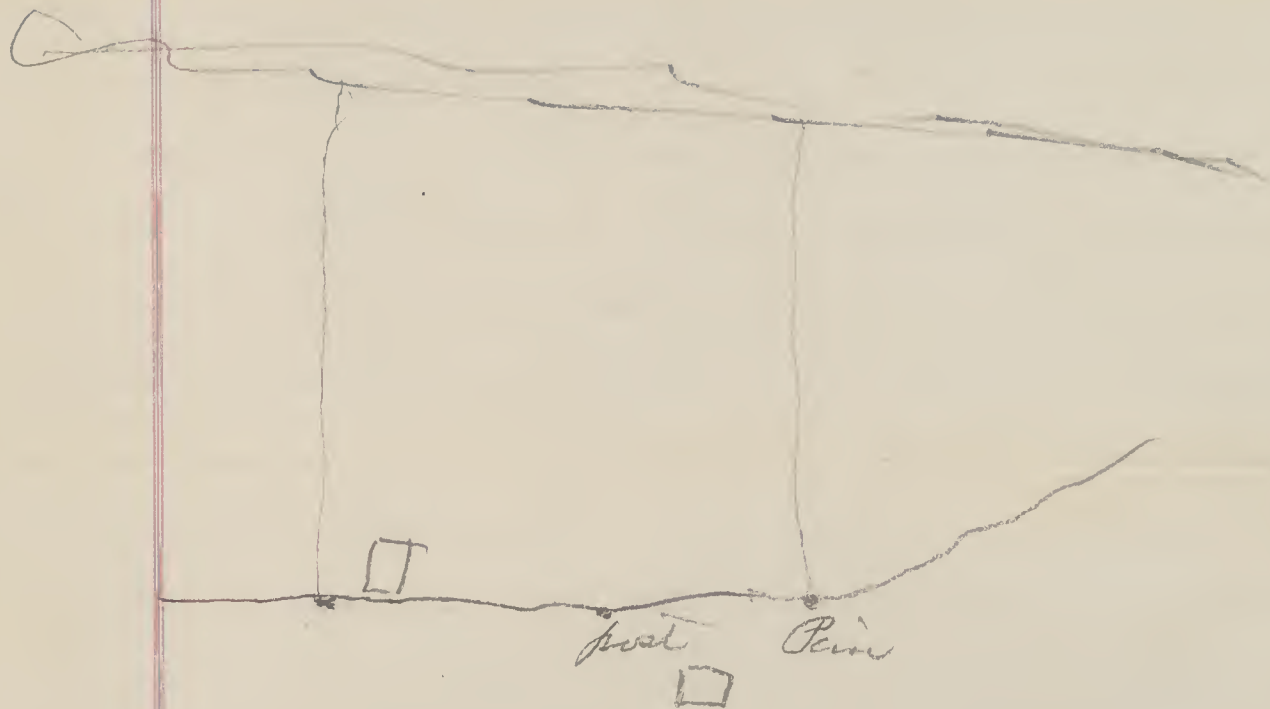
Sept. rules, 1879.

Bill with expts filed.

Term. exp. on all the
adult depts. & de. one
new " then - N. P. Young
app. gdn. addition to the
infant depts: their and
filed & gdn. repln. &
also and of the gdn. ad
dition of D. S. Carroll
& gdn. repln.

Octo. Rr: Bill taken for
conf. as to adult depts.
& set for hearing.

Acto. 1879. de. for sale,
cont. conf. acct. re.



April 3rd 1880.

Received of C. B. Hayden Admr of
George D. Carroll Bond of the City of
Richmond No 9462, for/\$400.00/ Four
Hundred Dollars bearing date March
17th 1880 being the share transferred to
me of the Bond of the City of Richmond
for/\$1000.00/ One Thousand Dollars
formerly standing in the name of
said George D. Carroll.

Julia W. Carroll

Mr. G. V. Canoll

1879 To Enrol Tyler
To Meeting 500 Rail Road 250

Witness. Paid, E. Ammond ^{his} x Taylor
mark

C. B. Hayden Jr

Dec 31st 1879

Edmond Tyler

#2.00

✓



No. _____

Smithfield, Va. July 14th 1880

Farmers & Merchants' Savings Bank,

Pay to Julia Marshall *Order* or Bearer,

Two Hundred *100* Dollars.

\$ 200.00

C B Hayden Adm
Geo J Small

Julia A. Carroll

SMITHFIELD, VA., 12 Jan'y 1880

Mr C. Hayden Adams & Co

To WOMBLE & CHAPMAN,
GENERAL COMMISSION MERCHANTS,
SMITHFIELD HAMS A SPECIALTY.

1879

Dec	11	For 7 Bap		11.00	
	12	By Cash 429 lbs each @ 35/8			15.55
	"	2 Bap return			30
		To Cash paid sup		14.80	
				15.85	15.85

Duplicate

Wmble & Chapman

C. H. O.

Wormble

+

Chapman

Voucher at

6 peanuts from

Jacob Jordan

No.

Smithfield, Va. Nov. 3^d 1879



Farmers & Merchants' Savings Bank,

Pay to the order of R. S. Chapman
Twenty two and 75/100 Dollars

\$ 22.75

C. B. Hayden, Cashier

H HUTCHINSON & CO., PRS., 41 NTH. 6TH ST., PHILA.

KK Chapman



Smithfield, Va.

Dec 13th 1879

Farmers & Merchants' Savings Bank,

Pay to the order of Daniel Tyres a Beare

Three Hundred and Twenty Dollars

Mark on Cheque at Cash on Demand

\$ 3.00

C. B. Hayden Adm
J. Carroll

H. HUTCHINSON & CO., PRS., 41 NTH. 6TH ST., PHILA.

WM. G. TAYLOR, President.

JOHN C. WILLIAMS, Cashier.

Bank of Commerce,

No. 1111 Main Street,

Richmond, Va. April 2 1880

C. B. Hayden Esq
Depn

Your favor of 20th ult. to the
with ^{inquiries} has been handed
to me for reply.
On the 17th of March
1880, Richmond City 6%
bonds of long date
were worth 105 1/2 =
Very Respdy
John C. Williams

Certificate of
Sale of
Richmond City
Bonds
March 17/80

25: 00

5
6 April 8th 1879 Received of C B. Hayden
7 Adm of Geo J. Canale Twenty Five Dollars
8 in part of the districutable share of my ward
9 Francis Southall Canale in said estate

10 John Wilson jr. Guardian
11
12
13

Geo. W. Wilson Jr.

\$ 25.00

19

20

21

22

23

24

25

26

SMITHFIELD, VA., *9 Nov* 1879

M. Est. G. J. Canace

**To WOMBLE & CHAPMAN,
GENERAL COMMISSION MERCHANTS,**

SMITHFIELD HAMS A SPECIALTY.

Nov 5 For 1 Blue Linn

1.25

*Rec'd Pay to
Wm Wmble & Chapman*

*118.58
1.25
117.33*

W omble
d
Chapman
Linn

W omble & Chapman
\$ 1.25

The few bills held by me against C. B.
Hayden adv. of Gen. S. Carroll adv.
Amount to \$1.21

W. H. Young

Cash Ticket

\$7.91

Paid f Chuck Aug 6/72 -

C. C. Hayden adm. of Sec. T. Canoll due Oct
1879. To the clerk of Isle of Wight Co. Let.

Apl. Order & recordg. power of atty. to }
sign your bond } 95-

Gulfn. on his est. recordg. bond & tax 2.61

May. Filings & recordg. inventory & appraisement. 1.75-

Do. Do. acct. of sales 2.60

\$7.91

N. P. Young clerk -

Haggen C. B.
adm.

\$7.91

C. B. Haggen
\$7.91

Geo. J. Carroll

1877. To the Clerk of Isle of Wight, Vir. et. . . \$5.
Acts. Filing plea etc: Wiley 10, Order 36. "
2 Sps. 40, Copies 90, Entering & certifying "
certificates a thousand \$2.70 . . . \$4.50

A. J. Young & Co.

Cash Ticket

Carroll Geo. S.

\$4.51

Paid Apr. 22^d 1879
to J. B. Hayden
Cashier, Dyer, N.Y.

\$ 58.52

Received of C. B. Hayden, Administrator of Geo.
D. Carroll Fifty Eight Dollars and Fifty Two Cents,
on account of my distributable share of said
Estate.

Julia W. Carroll.

Julia W. Carroll

8-P. 52

Junius Wells

\$2.00

1879, April 8th. Estate of E. T. Carroll
To Junius Wells

To Hauling 2 Loads at \$1 2.00

~~Services as at Appraiser 1.00~~

Recd payment in full
of E. B. Hayden \$2.00

Junius Wells

REGISTRY RECEIPT.

Post Office at

Smithfield Va

Registered Letter
Parcel }

No.

4

Rec'd

April 5

, 1880,

of

C. B. Haydens

addressed to

John Wilson Jr

Bacons Castle Va

M. Langhorne

, P. M.

Paid Mr Jackson 7.00 for his services & wages
for 1/2 month & Peter's return for one
month & like brought for me as above
C B H

Received of D B Hayden, Administrator
of Geo T. Darroll, deceased, Seven Dollars
for services on farm.

Wth ^{his} Jackson
mark

Witness:

B J Chapman

Wm Jackson

\$7.00

55

18

March 26th 1879. Received of C. W. Hayden -
Twenty Four Dollars & Fifty Cents, making with
Money & flour to the amount of Thirteen
Dollars, the sum of Sixty Seven Dollars
& Fifty Cents in full of my wages & claims
to April 1st 1879 & commutation
of my contract for service for 1879
with Geo. H. Canell, in consideration
whereof I hereby release his estate
from all liability to me for contract
for service for 1879 - his

Wife -

W^m H^x Jackson
Chas

C. W. Hayden Jr

70.50

57.50

W. H. Jackson
in
G. T. Carroll's Estate.

\$1.00

1879, April 9th Received this day of
L. B. Hayden, Administrator of G. T. Cornell
one dollar for work done on farm of
said Cornell.

Witness:

B. H. Chapman.

Peter^{his} + Johnson
may

Peter Johnson

1.00

1

5/20/1900
1.00

Received of C B Hyden Adm^r of Estate
Canoll - Eighteen Dollars & Thirty Six
Cents amount paid of me to Lewis Powell
with interest purchase money of tract
of land bought of me from Lewis
May 3-1879 Cherry

Witness
J P Andrews

x. Cherry & Harriet

George T. Carroll Est

1874

To. Thos. A. Batten

March

To Moving 2 Loads c 87 1/2

\$ 1.75

"

" 4 Days. Delivering Property c 75¢ 3.00

"

" Furnishing corn & feeding & attending

"

to 2 Cows & 12 Pigs 3 weeks

2.00

"

" Balance due on corn

.47

"

" " " " Brandy

.57

" Paid Mr. John Scott for Hauling 1 Load

\$ 1.00

"

"

" Mrs. Francis Scott

"

1

"

1.00

\$ 9.79

Received Payment of
B B Hayden, Adm'r
J. C. Batten

P. A. Butler

9.79

Est of George F. Carroll

In acct with J. F. Chalmers

8/9 Dr

Jan 7 By Cash

25 00 / 25 00

May 28 To 166 Flour

@ 6 / 6 00

Aug 5 " Check to C. B. Hadden Admrs

19 00 / 25 00

J. F. Chalmers

J. T. Chalmers

\$ 25.00

George T. Carroce Est

1876

To Wiley J. Batten

March	To paid for Moving 3 Loads	c 1.00	\$ 3.00
"	" " " " 2 " "	c 75	1.50
"	" 4 Days work	c 75-4.	<u>3.00</u>
			\$ 7.50

Received Payment of
C. B. Hayden, Adminr
Wiley J. Batten

U. J. Ballen

7. 60

1879

Geo T. Carroll's Est
To B. A. Chapman

April ^{the} 12 To Services as Clerk of Sales, Delivering
property, making duplicate lists of
Inventory & Appraisement, and copy
of Account of Sales &c

\$15.00

Received Payment of
to B. A. Harden, Adm'r

B. A. Chapman

B. F. Chapman

• 15.00

19 C B Hyde Schur of
 20 Gen 7 (small land)
 21 To Jacob Larden
 22 To 3 days work on Channing
 23 clearing Bricks - Holm
 24 Land Larden 2 13
 25 Holm Peer to Mauf 25/ Kats of 31
 26 ~~2~~ ~~2~~ 2 4 4
 27 Dec 27th/9 Received I goud
 28 Witness Jacob X Larden
 29 C B Hayden Jr Mark
 30
 31

Jacob, Jordan

2. 44

13 12 11 10 9 8 7 6 5 4 3 2 1

for Mrs Geo. S. Canell
6 Bags Peanuts 1st quality
6 Bags @ 12 1/2

19,23

75

~~236.62~~

Mar 20 To Check to bal

~~236.62~~

PAID

P. D. Gwatney & Co

I furnished 58 bags but do not mention
them on bill, as I pay same price as I ^{sell} them for

P. D. Guadalupe
286.62

✓

Smithfield, Va. Dec. 12th 1879

Received of G. B. Hayden for C. G. Howard

Loose (4) Buys Pen with three
1 ps. 57th
Standard & Seventy two (4)

(372)

Wm. C. & O. S. Co.
Agent O. S. Co.

115 m

Womble * Chapman

Survey Co. Va. Oct 4th 1877.

C. B. Hayden Esqr.

Dear Sir.

I send you today the two papers duly signed, as the mail from here to Smithfield is so uncertain I send them by special messenger. I did not get your note with the document enclosed until a day or two ago, and attended to it immediately. I had left the other with the party to be signed and returned to you, and thought it had been done, had to send for it last night. she had signed some time ago, but had neglected to send it to you or me.

I have been to see the Battens about the rent, and agreed for them to pay one hundred and sixty dollars (\$160.00) in lieu of a fourth of the crop. This also releases them from paying for the apples. They agree to place when gathered their peanut crop in the hands of Womble & Chapman. Subject first to this debt, as they do not wish to be forced to sell at low figures. I hope this will meet with your approval, as it is the best bargain I could make, and I think a very good one.

Very Respectfully,

John Wilson jr.

Geo. W. Linsley

A present
for Commemorative

Peter Johnson

#2.2.66

✓

March 31-1879 - Received of C. B. Hayden
Twenty Two Dollars & Sixty Six Cents
My wages due from East Canoll estate
from Jan 1st to date, & five dollar paid
me by said Canoll

Witness

C. B. Hayden Jr

^{his}
Peter X Johnson
mark -

Mrs Mary L. Wiley wife of Geo. W. Wiley Magisterial District,

To J. C. DARDEN, Treasurer of Isle of Wight County, Va., Dr.

1878.

LAND.	
No. Acres.	Value.

To State Capitation Tax.....

~~1 00~~

To State Revenue on 70 acres Land, value \$ 350 , at 50c. per \$100...

1 75

To State Rev. on Pers'l Property, Bonds, &c., value \$, at 50c. per \$100...

Amount of State Taxes.....

1 75

To County Capitation Tax.....

~~50~~

To County Levy on 70 acres Land, value \$ 350 , at 30c. per \$100...

1 05

To Co. Levy on Pers'l Property, Bonds, &c., value \$, at 30c. per \$100...

To Co. School Tax on Real & Pers'l Prop'ty, value \$, at 10c. per \$100...

55

To District " " " " " " value \$, at 5c. per \$100...

18

Amount of County Taxes.....

1 58

Total amount of State and County Taxes.....

3 33

December 1st, 5 per cent. added.....

17

RECEIVED PAYMENT.

3 50

Paid

Dec 16th

1879

Treasurer.

Deputy Tr.

per B. T. Chapman Dep't for R. H. Hark

Wife of Mary L. & Co
See lot B. Haydon adm
~~See Messrs. Hearne~~

350

To be paid by L. B. Hay-
den adm Geo. T. Carroll

to Mr

Geo. Carroll

on lot B. Haydon

adm - Mrs. Carroll

Geo. W. Carroll for

it. for year 1871

and into the

possession of the

first of the

year

Mr. M. W. & W. Kearney & Son Magisterial District,
 To C. H. HART, Treasurer of Isle of Wight County, Va., Dr.
 1879.

LAND.	
No. Acres.	Value.

To State Capitation Tax.....	00	
To State Revenue on 70 acres Land, value \$350 , at 50c. per \$100...	175	
To State Rev. on Pers'l Property, Bonds, &c, value \$, at 50c. per \$100...		175
Amount of State Taxes		
To County Capitation Tax.....	50	
To County Levy on 70 acres Land, value \$350 , at 30c. per \$100...	105	
To Co. Levy on Pers'l Property, bonds, &c, value \$, at 30c. per \$100 ...		
To Co. School Tax on Real & Pers'l Prop'y value \$ 4 , at 10c. per \$100...	35	
To District " " " " " value \$ 1 , at 5c. per \$100...	18	
Amount of County Taxes.....		158
Total amount of State and County Taxes,.....		333
December 1st, 5 per cent. added,.....		17
Received Payment,		350

C. H. Hart
 Treasurer.
B. T. Chapman
 Deputy Tr.

Dec 16th
 1879

Hearne M W B M

see L. B. Heyden adm

Geo. C. Heyden to pay

\$3.50

Mr. Geo. L. Carroll's Est. Newport Magisterial District, 5
 To C. H. HART, Treasurer of Isle of Wight County, Va., Dr.

1879.

LAND.	
No. Acres.	Value.

To State Capitation Tax.....
 To State Revenue on acres Land, value \$, at 50c. per \$100...
 To State Rev. on Pers'l Property, Bonds, &c, value \$1000 , at 50c. per \$100...
 Amount of State Taxes
 To County Capitation Tax.....
 To County Levy on acres Land, value \$, at 30c. per \$100...
 To Co. Levy on Pers'l Property, bonds, &c, value \$1000 , at 30c. per \$100...
 To Co. School Tax on Real & Pers'l Prop'y value \$, at 10c. per \$100...
 To District " " " " " value \$, at 5c. per \$100...
 Amount of County Taxes.....
 Total amount of State and County Taxes.....
 December 1st, 5 per cent. added,.....

1	00	
5		
		5
5	0	
3		
		5
		8
		00
		40
		8
		40

Received Payment,

Dec 16th
 1879

C. H. Hart Treasurer.
for B. J. Chapman Deputy Tr.

Carroll Geo T. Cash
 Secy of Hayden admn

8.40

20
 8.60

Received Payment

Received for 2 per cent. interest

Total amount of State and County Taxes

Amount of County Taxes

To District " " " " at 20c per \$100

To Co. School Tax on (Real & Pers.) Property at 10c per \$100

To Co. Tax on (Real & Pers.) Property at 20c per \$100

To County Tax on " " " " at 20c per \$100

To County Capitalization Tax " " " " 20

Amount of State Taxes

To State Tax on Personal Property Bonds &c. at 20c per \$100

To State Revenue on " " " " at 20c per \$100

To State Capitalization Tax " " " " 100

LAND.

No. Acres. Acres.

1880

Mr.

To C. D. Smith, Treasurer of Town of North Green, for

Wages for 1880

Deborah A. Spence

1879.

Lett Hart
 per B. J. Chapman
 Treasurer.
 Deputy Tr.

Carroll Geo I. Esq

per le Royden adm.

\$12,85-

Carroll Geo.
J.

20

Geo. V. Canoll.

1878 To The Clerk of Sale of Wright Co. Ct.
Dec Docketg. & filing Exo. vs. Mascocking . 20

Said
Dec 16th, 1879 N. P. Young Clerk -

Mr. *Virginius H. E. Wrenn* Newport Magisterial District,
 1879. To C. H. HART, Treasurer of Isle of Wight County, Va., Dr.

LAND.	
No. Acres.	Value.

To State Capitation Tax.....	1 00	
To State Revenue on <i>346</i> acres Land, value \$ <i>3460</i> , at 50c. per \$100...	17 30	
To State Rev. on Pers'l Property, Bonds, &c, value \$, at 50c. per \$100...		
Amount of State Taxes		17 30
To County Capitation Tax.....	5 0	
To County Levy on <i>346</i> acres Land, value \$ <i>3460</i> , at 30c. per \$100...	10 38	
To Co. Levy on Pers'l Property, bonds, &c, value \$, at 30c. per \$100...		
To Co. School Tax on Real & Pers'l Prop'y value \$ " , at 10c. per \$100...	3 46	
To District " " " " " value \$ " , at 5c. per \$100...	1 23	
Amount of County Taxes.....		15 57
Total amount of State and County Taxes,.....		32 87
December 1st, 5 per cent. added,.....		1 64
Received Payment,		34 51

C. H. Hart Treasurer.
B. F. Chapman Deputy Tr.
 Dec 16th, 1879

Wrenn Virginia & A E

see L B Hayden adm
of Geo. T. Carroll owner

\$ 3.45

3.50

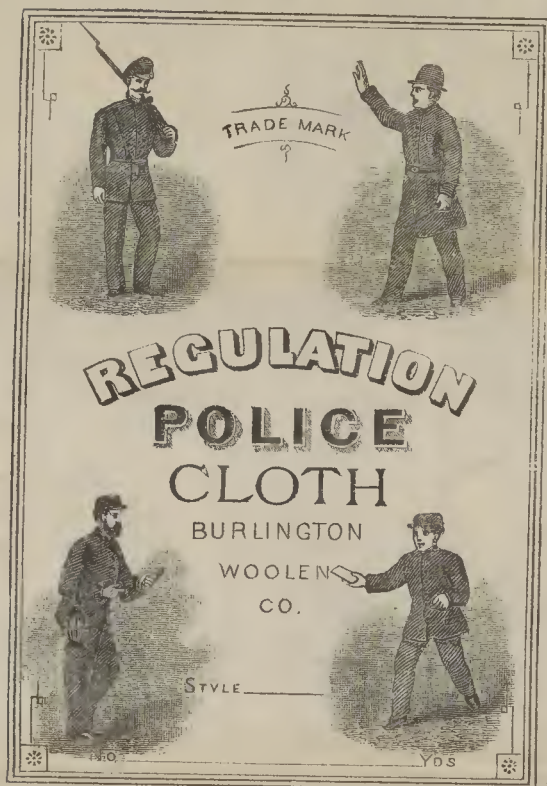
12.85

8.60

3.50

\$ 62.96

IMPORTANT NOTICE.



We hereby call your attention to our new

Regulation Police and Uniform Full Indigo Cloths.

We claim that there are no Goods made either in *EUROPE* or *AMERICA*, that supersede them for *QUALITY OF FABRIC* or *STABILITY OF COLOR*.

We have made a separate and independent Department in our House for these Goods, and we have put a good proportion of our looms on this cloth alone.

We are now making seven distinct grades and qualities, and we will take pleasure in showing what state of perfection we have been able to reach. Every

**POLICEMAN,
OFFICER,
CONDUCTOR,
TELEGRAPH MESSENGER,
SOLDIER,
FIREMAN,
BRAKEMAN,**

and in fact every Person who appreciates a bright and handsome Suit until worn out, should buy nothing but our new

Full Indigo Burlington Goods.

JOHNSON, SUTTON & CO.,

BALTIMORE, Md.

P. S. Samples sent on application.

AGENTS.

Printed and Published by

BALTIMORE MD

NOV 1878

10011/2000/21 (1111) 2 (111)

and to the public (Printed and Published by)

BRICKMAN
FIREMAN
SOLDIER
TELEGRAPH MESSENGER
CONDUCTOR
OFFICER
POLICEMAN

Pages 1878

CLOTH
POLICE
BATHING

WE LOSE
TO THE
BATHING

CHIEF OF POLICE

This is included
in the act of
sale of records

J. H. Morgan

Smithfield Va March 20th 1879

Bought of C. B. Hayden Esq for Est. of Geo. I. Carroll decd,

61 Bags (1st quality) Peanuts 5306 lbs @ 80¢ per bu 192 94

22 bl 12 " (2nd do) " 836 " @ 40¢ " 15 20

22 bl 68 Bags @ 12 1/2¢ 850

\$216 64

Wm. H. H. H.

Dear Sir

I am very sorry to hear
that you are ill and hope
that you will soon be
able to return to your
home. I am very sorry to
hear that you are ill and
hope that you will soon be
able to return to your home.

Yours truly
J. H. H.

Henry Jones & Co

1/4 Corn
1/4 Fodder
1/4 Peanuts

Edmund T. T. T.
Recd. \$ 2.50

✓

Dear in Sate, can wife not do so,
and as ~~Dr~~ ^{Dr} ~~Ch~~ ^{Ch} ~~Will~~ ^{Will} ~~son~~ ^{son} ~~Dr~~ ^{Dr} ~~V~~ ^V ~~Thompson~~ ^{Thompson}
was friend I mean, and that, I
have with me and papers through for
them. The Deans you can get
at day

W. E.

Mr. J. C. Darden

Magisterial District,

To J. C. DARDEN, Treasurer of Isle of Wight County, Va., Dr.

1878.

9960 = 4980, 455-
 10415-

LAND.	
No. Acres.	Value.

To State Capitation Tax.....	1 00	
To State Revenue on <i>424</i> acres Land, value \$ <i>1287</i> , at 50c. per \$100...	6 44	
To State Rev. on Pers'l Property, Bonds, &c., value \$ <i>10415</i> , at 50c. per \$100...	52 17	
Amount of State Taxes.....		<i>59 51</i>
To County Capitation Tax.....	50	
To County Levy on <i>424</i> acres Land, value \$ <i>1287</i> , at 30c. per \$100...	3 86	
To Co. Levy on Pers'l Property, Bonds, &c., value \$ <i>5435</i> , at 30c. per \$100...	5 48	
To Co. School Tax on Real & Pers'l Prop'ty, value \$ <i>6722</i> , at 10c. per \$100...	6 72	
To District " " " " " " value \$ <i>722</i> , at 5c. per \$100...	3 61	
Amount of County Taxes.....		<i>19 89</i>
Total amount of State and County Taxes.....		<i>79 40</i>
December 1st, 5 per cent. added.....		<i>3 97</i>

RECEIVED PAYMENT.

of J. C. Darden

J. C. Darden

per J. C. Darden

Treasurer.

Deputy Tr.

11/24/78 227/49

Apl. 22^d, 1879, Recd: of C. B. Hayden Admr. of Geo.
 T. Carroll decd: Twenty eight ⁵Two Dols. in Coupons in part
 of State taxes, and the balance of the amt. paid in money,
 C. B. Hayden & Co., Sept. 1, for
 J. C. Davidson & Co.,
 Freight & Co.

Coupon 30 - \$14.50 tax = 28.55
 bal. due paid in } \$59.33
 money ————

Carroll & Co.
 do. C. B. Hayden & Co.
 Sept. 1, 1879 \$33.37
 4.57 balance
 \$37.88

April 15. 1879

E. M. Todd

Check for \$10.00

37.50

to April 1st 79

Retains =

10 0 0

cash

20 0 0

67.50

By Cash

13 0 0

54.50. —

Mr. Chopin
will please
pay the author
& take receipt
to me as
author &c
C B Beaman

The Estate of George Canoll
1879 to Timothy Godwin

March 14 to Making 3000 Rails @ 50¢ 15.00

I Have Counted The Rails and

They are all correct

Wm. H. Stephenson N H ^{by} T. Jackson
W. H. Stephenson Mark

J Goodwin

\$15.00

✓

\$15.00

1879, April 9th, Received this day
of B B Hayden, Administrator of
Geo F. Carroll, deceased, Fifteen
Dollars for mauling 3,000 rails
at fifty cents per hundred
Witness: Timothy ^{his} Goodwin
B F Chapman

Wm. Henry Jones & Co.

Month	Day	Year	Particulars	Debit	Credit	Balance
Jan	1	1880	John Johnson			11 75
Feb	1	"	Henry Taylor			1 85
"	16	"	"			1 25
"	20	"	"			1 25
Mar	1	"	"			1 88
"	1	"	John Johnson			5 00
"	1	"	Henry Taylor			87
"	1	"	Charles D. Walling			40
Oct	1	"	2 40			30
"	1	"	2 40			25
Nov	1	"	1 40			1 85
"	1	"	1 40			25
Dec	1	"	26 20			26 20
Jan	1	"	1 27			1 27
Feb	1	"	27 77			27 77

State of Virginia 3
 Sheriff Wright lev 3 gds

Albrights les 3 d^{es}

I, Wm. Chapman a Notary Public of the County of Monroe
 certify that Thomas A. Lewis this day personally appeared
 before me in my County aforesaid and made oath to
 the correctness of the above account against the City of N. Y.
 sworn Given under my hand this 10th day of July
 1879

Mr Chapman
Volney Lincoln

[Faint handwritten notes at the bottom of the page:]

"...of ..."
For ...

Henry Jones & Co

✓ 27.77

Mr. George T. Carroll

1878

To J. N. Jones

Nov. 5. To 3 $\frac{1}{2}$ " Bacon for Peter

.35

" 18 " 3 $\frac{1}{2}$ " " "

.35

" 20 " 3 $\frac{1}{2}$ " " "

.35

" 23 " Paid Mr. Williford

1.07

" 24 " 3 $\frac{1}{2}$ " Bacon 10 For Peter

.35

" 30 " Paid Mr. Williford

1.47

1.25

Dec. 3 " " Mrs. " "

.35

" 3 " 3 $\frac{1}{2}$ " Bacon for Peter

.35

1879 " 1 " 1/4 Bus salt.

.15

\$5.64

July 4 To 2 " Sugar 22. 1 Spool cotton 6

.28

" 7 " 3 $\frac{1}{2}$ " Bacon 28. 2 Dry fish 25.

.53

" 8 " Brandy

.12

" 10 " 1 Pt. A. Brandy

.35

Feb. 27 " 1 Bundle Bag. Twine

.13

\$7.10

By amt of Due bills

\$5.02

1879

\$2.08

July 22. Recd Payment of

Mr C. B. Haydon

D. N. Jones

J. M. Jones

Geo. F. Carroll

\$2.08

Apr

✓

137 Chapman will plan for
the winter & take receipt of
grain for you as before -
April 14th C. B. Mayne
79

Recd of Mr C. B. Mayne - Adm. of
G. O. C. Amm. Forty Seven $\frac{25}{100}$ cents

Apr. 16th
79

Mr. F. Lamphorne

Lamphorne
4776

Mr Geo. V. Carroll

Bought of M. F. LANGHORNE,

DEALER IN

Silks, Foreign Dress Goods, Trimmings, Fancy Hosiery,

Ready-Made Clothing, Boots, Notions, &c.

1878

Aug	28	20 Yds 1 1/2 Cotton	10	50	
		" 5 " "	10	90	
		" 1/2 Yds 50 " Calico 1 1/2		63	
		" 1 Pr Shoes		1 25	
		" 1/2 Yds Cotton		6	
Sept	31	" 1/2 Yds Jeans		25	
Oct	31	" 50 Yds Grip Goods 55	25	2 80	
		" 2 1/2 Yds Flannel		1 50	
		" 10 Yds 1 1/2 Yds 10 " Jeans		1 50	
		" 1 1/2 Yds 1 1/2 Yds 10 " Jeans		3 8	
	31	" 1 1/2 Yds Flannel Shorts		2 00	
Nov	1	" 1 1/2 Yds Flannel		1 88	
	2	" 1 1/2 Yds 10 " Jeans		1 64	
	7	" 1 1/2 Yds 10 " Jeans		2 00	
	9	" 1 1/2 Yds 10 " Jeans		88	
		" 1 1/2 Yds 10 " Jeans		5 00	
	13	" 1 1/2 Yds 10 " Jeans		12 00	
		" 1 1/2 Yds 10 " Jeans		11 00	
		" 1 1/2 Yds 10 " Jeans		1 11	
		" 1 1/2 Yds 10 " Jeans		50	
Dec	13	" 1 1/2 Yds 10 " Jeans		7 44	
		" 1 1/2 Yds 10 " Jeans		4 25	
		" 1 1/2 Yds 10 " Jeans		47 76	
		" 1 1/2 Yds 10 " Jeans		52 00	
		" 1 1/2 Yds 10 " Jeans		53 01	
		" 1 1/2 Yds 10 " Jeans		47 76	

Smithfield, Va., 11. July 1879

M^r Est. G. I. Leavell

In Acct. with **WOMBLE & CHAPMAN,**
GENERAL COMMISSION MERCHANTS.

SMITHFIELD HAMS A SPECIALTY.

1879

Mar	25	For 400 lbs ham	600		4.29	
Apr	1	" amt paid for 100 lbs ham	165		6.50	
	18	" 2 1/2 Bales plant ham	100		8.27	\$14.06

Paid
Womble & Chapman

Womble

+

Chapman

\$14.66

1879, April 8th. We the undersigned, Appraisers
of the Estate of George T. Carroll, have
each received the sum of one dollar from
L B Hayden, his Administrator.

B. A. Chapman

Junius Wills

Chas. H. Wilson.

M. A. Thompson

Appraisers

Receipt

B. G. Neems

~~1~~ 50

✓

Smithfield Virginia,
Apr. 19th. - 1879

Recd. of Mr. C. B. Hayden,
Administrator of Geo. T. Carroll,
the sum of \$1.00 for services
as appraiser.

Geo. T. Nelson

The Estate of George T Carroll
1879 To Wm & House Dr
March 3rd To Burial expenses
for Good \$45.00

April 14-1879-

Received Payment of
C B Hayden Adm^r of
Estate of Carroll
Wm & House

W. S. Rouse

46.00

V

Geo. T. Canoll:^s Estate. Dr.

1879.

to E. D. Phillips

Feb. 28th F. F. Wright's visit to Mr. C. \$6⁰⁰

April 18th Rec^d. Payment of C. F. Hayden Admtr.

E. D. Phillips

E. D. Phelps
Co.

✓

#1.25 Received of C. B. Hayden Admr. of George T
Carroll One Dollar & Twenty Five Cents notary's
fee for swearing & certifying the five Appraisers
of said estate.

R. S. Humes
N. Public

R. S. Thomas
1.25

✓

17941

442.38
457.38

442.38

~~17941~~
~~442.38~~
~~457.38~~

1850-1-3

1879-4-8

.8.25

2,8215-

① 41075-30x
106845-5x
35- 25-

72,15-

18215-2m

3.2860
35-

3,64

82,15-

86.77

1890, 1-2

C. B. Hayden Am
t. G. T. Canoll
So Co. Fil. Wm
\$1.25

✓

C. B. Hayden
1.25

1877
Sept 22nd
for C. B. Hayden adm^r. of
George T Carroll & Co
do C. F. Thorne 5th

do do Well rope .75
do do paid Daniel Lynes for
work on fire place .57
\$1.25

Received payment
of W. W. W. - agt.

Atto. fee & Tax 1.3.50

Cells' fees . . . 2.44

sluff. " . . . 2.00

2.44
25

2.69

~~2.79~~

25

8.19

Baldy
Bowl
Methyl 80

62.76
cash - 8.19

70.95

Pay on
[13.00]

Costs in acct of Hayden adv.
of Carroll n. Allman & Co. if it
is dismissed at March value. if not
add. 25¢ for second rule.

A.P.Y.

✓

April 3rd / 1880

Received of C. B. Hayden Admr of
George T. Carroll Bond No 9463 of the
City of Richmond for Six Hundred
Dollars bearing date the 17th day of Mar
1880. payable to my ward Diana Southall
Carroll being the portion assigned her
of the Bond of the said City for One
Thousand Dollars formerly standing
in the name of the said George T. Car-
roll, also the check of the same on the
Farmers & Merchants Savings Bank
Smithfield for Three Hundred Dollars
payable to me as Guardian of the said
Diana Southall Carroll on account of
her share of the said George T. Carrolls Estate.

John Wilson jr. Adm.

Mr. Nelson gdw. p.
to Receipt
C. B. Hayden admk. +

13
14
15
16
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22
23
24
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28
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✓

April 5 1880

#2.00

1 Received of C. B. Hayden Admr of Geo T
2 Carroll Two Dollars Sheriffs fees in suit
3 of said Admr v Allman vrs

L. B. Edwards, Shp

#2.69

6 Received of same Two Dollars and Sixty
7 Nine Cents Clks fees in said suit dismiss-
8 ed at April Rules

A. Young & Co.

20

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7

In the Circuit Court of the
Wright County, Octo- 20th 1899.

John Wilson gov. of Diana
Jonthall Carroll et als Criminals
v. John Jay.

By B. Hayden admr. Sev. T. Carver
et als. Defts

This cause in which the bill
is latter for compensation at the
defendant. John Wilson Gov. &
Georgiana Wilson his wife, &
Mrs. Mary Ann admr. of Sev. T. Carver
et als. on whom process has been
served they are failing
to appear plead answer or answer
canon on this day to be heard
on said Bill, and on the answer
of the infant defendant Diana
Jonthall Carroll and Mary
Ann Wilson by A. B. Young
their guardian ad litem, on
the answer of Julia W. Carver

widow of said Geo. T. Carroll
this day filed by consent
of the Court, and on the ans.
of said Geo. ad litem, general
replication to the said answers
exhibits filed, examination
of witnesses, and was argued
by counsel, on consideration
whereof the Court being of
opinion from the evidence
in the cause that the interest
of the wards Dianne Grisham
Carroll will be promoted by
the sale of a portion of her
real estate in these proceedings
mentioned, the Court doth
adjudge, order and decree
that C. B. Stoddard who is hereby
appointed special Commissioner
for that purpose proceed to sell
from all encumbrance of dower the
said widow having by her said
answer consented to such sale

at Sale of High Court House on
some court day after having given
at least twenty days notice ~~by~~
of the time and place of sale by
advertisement at the Court house
door of said County on some court
day previous to the day of sale on
a credit of two years in two equal
payments for tracts no. one and two
respectively with interest from the
day of sale except so much for
cash as will pay cost of suit and
sale, the following lands in these
proceedings mentioned whereof George
P. Carroll died seized and possessed
in the said County to wit;

No 1. The "Carroll's Grant" of twenty (20)
acres more or less, adjacent to the
lands of Bertram Jones and the said
George P. Carroll, being the same
tract conveyed to Martin W.
Hearne, and B. W. Hearne by
John W. Wiley and wife.

No. 2 The home tract of 429 acres more or less conveyed to said H. P. Carroll by deed from C. B. Hayden comm. in Ryan and Filmore against O. H. Dulh and John W. Gray, by deed of April 22nd 1871, subject to the contingent right of dower therein of the wife of said John W. Gray, should she survive him. For the credit portion of said sale the said court shall take bonds with sufficient security and with waiver of the home stead payable to himself as said court, at times corresponding with the credits aforesaid, bearing interest from date which bonds he shall return to court with his report of his proceeding under this decree. But the effect of this decree shall be suspended as to said sale until the said court shall execute in the clerk's office of this court a

bond with sufficient security
and value of the bond shall
payable to the commonwealth
of Virginia in the penalty of \$2,000
two thousand dollars conditioned
for the faithful performance
of his duties under this or any
future decree herein.

And the court doth further adjudge
order and decree that C.B. Hayden
out of the assets of his said inter-
lates estate, pay the costs of this
suit inclusive of a fee of
\$50⁰⁰ to C.B. Hayden for his
services as attorney in
this case. And the court
doth further adjudge, order and
decree that for the year 1880. C.B. Ha-
yden advise of Geo. T. Corwell who
is hereby appointed special
counsel. for that purpose please
meet out publicly at Essex for-
eign costs on same count

[illegible]

— 3 — Exhaust form
Deere

2 Arrived at mt. esca

De. for note

$$\begin{array}{r} 2.50 \\ 4.52 \\ \hline 7.02 \end{array}$$

J. W. A. Edwards Deputy for N. O. Young
Clerk, do certify that there is charged
on the Land Book of 1878. to Mary E. Wiley,
wife of J. W. Wiley (70). Seventy acres
of land, valued at (\$350.⁰⁰) Three hundred
and fifty Dollars, which said
land was sold M. W. Stearns & Co.
& subsequently sold to Geo. T. Amos
but which has not been transferred
being under mortgage this
1st Decr. 1879.

W. A. Edwards Defts
N. O. Young

4350

87.50

262.50

~~\$~~

I, W. A. Edwards Deputy for W. B. Young Rec.
do certify that there is charged on the
land Book of 1878, to Geo. T. Carnell
Four Hundred and twenty nine acres
of land adjoining Jas. W. Stallings,
which said land is valued at Twelve
Hundred and eighty Seven Dollars
(\$1287.⁰⁰) given under my hand
this 1st Decr. 1879

W. A. Edwards Depy
W. B. Young Rec.

Received of C. B. Hayden Com: in Nelson
Idaho (an old Indian) of \$4 Fifteen Dollars
Archives fee for selling the tract of
land. Renting farm -

L. B. Edwards Sec

PUBLIC SALE

AND RENTING OF

The Real Estate Of

GEO. T. CARROLL, DEC'D.

By virtue of the Decree of the Circuit Court of Isle of Wight County, of October Term, 1879, in the suit of Wilson, g'd'n, vs Carroll's adm'r, I shall offer for sale free from all right of dower therein of the widow of said George T. Carroll, at Public Auction
AT ISLE OF WIGHT COURT-HOUSE,

On Monday December 1, 1879

BEING COUNTY COURT DAY,

The following real estate whereof the said George T. Carroll died seized and possessed in said county.

1st. The "Carstarphen Tract" of 70 ACRES, more or less, adjacent to the lands of Berbin Jones and of the said George T. Carroll, being the same tract conveyed to M. W. and D. W. Hearne by John W. Wiley and wife.

Improvements : Dwelling House and usual Outhouses.

2nd. The "Home Tract of 429 ACRES, more or less, conveyed to said G T Carroll by deed from C B Hayden, Commissioner, in the suit of Ryan and Dilworth vs O G Delk and John W Gray, by deed of April 22, 1871, subject to the contingent right of dower therein of the wife of said John W. Gray should she survive him. Improvements: Dwelling House and usual Outhouses.

TERMS: --A credit of 1 and 2 years, in two equal payments, with interest from the day of sale, except so much for cash as will pay costs of suit and sale. Bond with sufficient security, and waiver of the Homestead required of the purchaser for the credit portion of the sale, and title retained until payment in full of the purchase money.

At the same time and place I shall rent out publicly, for the year 1880, that desirable farm known as the "Whitehead Farm," whereof the said George T Carroll died seized and possessed in the said county, about 1 mile from the town of Smithfield. on the road leading from said town to said Court-house.

TERMS: A bond with good security and waiver of Homestead, payable on the 1st day of January, 1881, required of the renter.

L. B. EDWARDS,
Auctioneer.
OCTOBER 30, 1879.

C. B. HAYDEN,
Special Commissioner

Smithfield News Job Print.

PUBLIC SALE

AND RENTING OF

The Real Estate Of

GEO. T. CARROLL, DEC'D.

By virtue of the Decree of the Circuit Court of Sale of Wight County, of October Term, 1879, in the suit of Wilson R. d'n, vs Carroll's adm'r, I shall offer for sale free from all right of dower therein of the widow of said George T. Carroll, at Public Auction **AT 12 O'CLOCK OF WIGHT COURT-HOUSE,**

On Monday December 1, 1879

BEING COUNTY COURT DAY,

The following real estate whereof the said George T. Carroll died seized and possessed in said county.

1st. The "Carroll's Tract" of 170 ACRES, more or less, adjacent to the lands of Berdin Jones and of the said George T. Carroll, being the same tract conveyed to said George T. Carroll by John W. Wiley and wife.

Improvements: Dwelling House and usual Outhouses.

2nd. The "Home Tract" of 420 ACRES, more or less, conveyed to said G. T. Carroll by deed from C. B. Hayden, Commissioner, in the suit of Ryan and Dilworth vs O. G. Belk and John W. Gray, by deed of April 23, 1871, subject to the contingent right of dower therein of the wife of said John W. Gray should she survive him. Improvements: Dwelling House and usual Outhouses.

TERMS:--A credit of 1 and 2 years, in two equal payments, with interest from the day of sale, except so much for cash as will pay costs of suit and sale. Bond with sufficient security, and waiver of the Homestead required of the purchaser for the credit portion of the sale, and title retained until payment in full of the purchase money.

At the same time and place I shall rent out publicly for the year 1880, that desirable farm known as the "Whitehead Farm," whereof the said George T. Carroll died seized and possessed in the said county, about 1 mile from the town of Smithfield, on the road leading from said town to said Court-house.

TERMS: A bond with good security and waiver of Homestead, payable on the 1st day of January, 1881, required of the renter.

C. B. HAYDEN,
Special Commissioner

L. B. EDWARDS,
Auctioneer.

Smithfield News Job Print.

PUBLIC SALE

AND RENTING OF

The Real Estate Of

GEO. T. CARROLL, DEC'D.

By virtue of the Decree of the Circuit Court of Isle of Wight County, of October Term, 1879, in the suit of Wilson, g'd'n, vs Carroll's adm'r, I shall offer for sale free from all right of dower therein of the widow of said George T. Carroll, at Public Auction
AT ISLE OF WIGHT COURT-HOUSE,

On Monday December 1, 1879

BEING COUNTY COURT DAY,

The following real estate whereof the said George T. Carroll died seized and possessed in said county.

1st. The "Carstarphen Tract" of 70 ACRES, more or less, adjacent to the lands of Berbin Jones and of the said George T. Carroll, being the same tract conveyed to M. W. and B. W. Hearne by John W. Wiley and wife.

Improvements: Dwelling House and usual Outhouses.

2nd. The "Home Tract of 429 ACRES, more or less, conveyed to said G T Carroll by deed from C B Hayden, Commissioner, in the suit of Ryan and Dilworth vs O G Delk and John W Gray, by deed of April 22, 1871, subject to the contingent right of dower therein of the wife of said John W. Gray should she survive him. Improvements: Dwelling House and usual Outhouses,

TERMS: --A credit of 1 and 2 years, in two equal payments, with interest from the day of sale, except so much for cash as will pay costs of suit and sale. Bond with sufficient security, and waiver of the Homestead required of the purchaser for the credit portion of the sale, and title retained until payment in full of the purchase money.

At the same time and place I shall rent out publicly, for the year 1880, that desirable farm known as the "Whitehead Farm," whereof the said George T Carroll died seized and possessed in the said county, about 1 mile from the town of Smithfield. on the road leading from said town to said Court-house.

TERMS: A bond with good security and waiver of Homestead, payable on the 1st day of January, 1881, required of the renter.

L. B. EDWARDS,
Auctioneer.
OCTOBER 30, 1879.

C. B. HAYDEN,
Special Commissioner.

Smithfield News-Job Print.

ALL JOB PRINTING CASH ON DELIVERY.

SMITHFIELD, V.A., Nov 15 1879

C. B. Hayden, Special Comm

TO THE SMITHFIELD NEWS, Dr.

Every Species of Job Printing Executed with Neatness and Dispatch.

Oct	20	To 25 Hana Bills, in Wilson's Adm v. Carrolls Adm				
-----	----	--	--	--	--	--

2 00

Recd by
A B Bawlett

Wilson Sam et al

Carroll Sam et al

Nov 29th 1880 - Received of the clerk of the
Ancient Court of Isle of Wight County - the bond
returned herewith of R F Bush, Timothy Godwin
Jennin Wells W G Rouse & W H Stephens for Three
Hundred & Fifty Dollars due the 1st of January
1881, & the bond of J W Stallings & others for Five Hundred
& Ninety Two Dollars & Eighty Cents, due one year
from Dec 1st 1879, with interest from that date & the bond
of M A E Jones & others for \$108.24 One Hundred
& Eight Dollars & Twenty Four Cents due one year
from July 5th 1880 - which of the decree of
April 1880, I am directed to collect -

C B Hayden Comr.

Nov 28th 1881. Received of the clerk of
the bin Ct of Isle of Wight the bond
of J W. Stallings &als for \$ 592.⁰⁰
payable 2 years from Dec 1st 1879,
with interest from date to collect
under decree of April Term 1881

C B Hayden Comr.

Jan 6th 1882. Recd of same Bond of M A E Jones
for \$ 108.24 due 2 years from Jan 5th 1880 with
interest from that date. C B Hayden Comr.

Comr Hayden
1st
Report of Sales

Filed apl. 1st - 1880.

1 To the Honorable George T. Blow Judge
2 of the Circuit Court of Isle of Wight County;
3 The undersigned Special
4 Commissioner of Sale under the an-
5 nexed decree of said Court of Oct Term
6 1879 in the suit of Wilson Gentry v
7 Carrolls Admirals, respectfully reports
8 to the Court that pursuant to said de-
9 cree he on the 1st day of December 1879,
10 after having given the notice of the time
11 place and terms of sale as required
12 by said decree offered for sale at pub-
13 lic auction the two tracts of land in
14 said decree mentioned, at which time
15 one of them, the "Horne Tract" was bid off
16 by J. W. Stallings he being the highest
17 bidder at \$1300.00 of which amount he
18 paid \$114.40 in Cash, & for the balance with
19 T. R. Batten & J. M. Jones as sureties gave
20 two bonds for \$592.80 each, payable re-
21 spectively 1 & 2 years from the 1st day of
22 Dec. 1879, with interest from that date.
23 That said Cash Payment of \$114.40, & two
24 Bonds make up the amount at which the
25 "Horne Tract" was bid off as per Statement
26 & herewith annexed
27 That at the same time he offered for
28 sale the other tract, the "Carstanphen Tract"
29 but for want of a sufficient bid the sale
30 of the same was adjourned until Jan
31 Term 1880. at which time it was bid off

1 by M. A. E. Jones wife of I. N. Jones at
2 \$226.00, of which amount she paid \$9.52
3 in Cash & for the balance with the said
4 I. N. Jones and James W. Stallings as
5 sureties gave two bonds for \$108.24 each,
6 payable respectively 1 & 2 years from
7 Jan 5th 1880. with interest from that
8 date. That the said Cash Payment of
9 \$9.52 and Bonds, make up the amount
10 at which the said "Carstarphen Tract" was
11 bid off as per ^{said} Statement & herewith
12 filed. That said "Carstarphen Tract"
13 is assessed on the land book as con-
14 taining 70 Acres but it is known that
15 it contains probably not more than
16 half that quantity as its boundaries
17 have been the subject of previous liti-
18 gation with the decedent George T. Car-
19 roll. Your Commissioner therefore
20 offered it specially without regard to
21 the quantity & was bid off without any
22 reference to the same.
23 That in the opinion of your Commis-
24 sioner it sold for its full value, as on
25 the supposition of its containing 70 Acres
26 its assessed value was \$5.00 per acre or \$350.00
27 for the tract as per certified extract from
28 the land book herewith filed; that \$262.50
29 is $\frac{3}{4}$ of the assessed value of said tract &
30 it was bid off at \$226.00 as above.
31 That the assessed value of the "Homes

1 "Tract" as appears from the Certified Extract
2 of the land book herewith filed is \$1287.00
3 & the price at which it sold was over
4 its assessed value.

5 That the said Cash Payments were ap-
6 plied in payment of costs of suit and
7 sale, leaving a balance of \$5.24 due
8 your Commissioner as per Statement B
9 herewith annexed.

10 As the Insurance of the building on
11 the "Whitehead Farm" as directed by
12 said decree for 1 year would not protect
13 them during the term for which your
14 Comr was directed to rent the farm
15 he insured the said buildings in the
16 Royal Insurance Co. of Liverpool from
17 the 1st of Nov 1879 to 1st of Jan 1881 on \$1950.00
18 the assessed value as will appear from
19 the Policy of Insurance of said Company
20 herewith filed.

21 That having no other funds than those
22 in his hands as Comr, he paid thereon
23 the premium of said Insurance \$22.75

24 That pursuant to said decree he on
25 the 1st day of Dec 1879, being Court day
26 at Isle of Wight C. H. offered ^{for rent} publicly the
27 "Whitehead Farm" for 1880. on the terms
28 of said decree with the announcement
29 that immediate compliance with the
30 terms would be required of the rentor,
31 that S. Bots rented the property at \$355.00

1 but he acknowledging his inability to
2 comply with the terms on that date and
3 your Comm believing that he would not
4 be able to comply at all, again offered
5 the place for rent at the same place
6 on the same day but for want of a suf-
7 ficient bid the renting was adjourned
8 until Jan Court, but after consultations
9 with the son of the heir of B. T. Carroll,
10 we were of opinion that on account
11 of the lateness of the season it would
12 be better if practicable to rent it out
13 privately. Which your Commissioner
14 did to R. F. Bursley & Timothy Godwin
15 with Junius Walls, Wm B Rouse &
16 Wm H Stephenson as his sureties.

17 Your Commissioner feels it his duty
18 to urge upon the Court the propriety
19 of the immediate sale of this farm
20 as best for the interest of all parties
21 the incense which will result from
22 the further renting of the premises from
23 depreciation of the buildings & bad hus-
24 bandry & he feels justified in saying
25 that the property will depreciate an-
26 nually to the larger amount than
27 the income of the rent.

28 The receipts of the parties for said pay-
29 ments & said Bonds are herewith re-
30 turned, All of which is respectfully submitted
31 Feb 2nd 1880

C. B. Hayden Comr.

Statement A

1879	"Home Tract" bid off at		1300 00
Dec 1	Cash Payment of	114 40	
"	1 Bond at 1 year for	592 80	
"	1 " " 2 years "	592 80	\$1300 00
1880	"Carstarphen Tract" bid off at		226 00
Jan 5	Cash Payment of	9 52	
"	1 Bond at 1 year for	108 24	
"	1 " " 2 years "	108 24	\$226 00

Statement B.

To paid Printer	2 00	
" " Atty fee & tax	51 50	
" commissions on \$300.00	15 00	
" " " \$1000.00	20 00	
" paid N.P. Young Cks Fees Co Cr	1 85	
" " " " " " " Cir Cr	10 56	
" " " " " " " Comm's fee	3 00	
By Cash Payment on "Home Tract"		114 40
To paid J. N. Jones, witness	50	
" " J. W. Stallings "	50	
" " U. W. Wrenn "	50	
" " G. T. Nelmes "	50	
" " Sheriff of Surry fees	1 53	
L. B. Edwards paid " Lof Wight "	2 20	
" " L. B. Edwards Auctioneer for selling two tracts and		
L. B. Edwards rentng Whitehead Farm for 1880	15 00	
By Cash Payment on "Carstarphen Tract"		9 52
To commissions on \$226.00	4 52	
By Balance due as per do's		5 24
	\$129 16	\$129 16
To Balance due C. B. Hayden	5 24	

Bacon's Court P. O. Lury Co. Va.
Aug 2nd 1880.

Mrs. Young

Dear Sir,

Your note of
26th ult. enclosing notice was
received on 30th and it went
day to the other parties to be
signed. Pa & Ma signed, and
I thought Mary (my sister) had better
sign it too, but Pa thought differ-
ently, as in the law she is an
infant. If you think it necessary
for her or her husband to sign the
notice, send it to me at once, and
I will see that it is signed, and
that you get it before the 20th.
I appreciate your sending the notice
as you did to save expense to
my little ward. Mollie joins

Me in regards to yourself
and family.
Very truly Yours
John Wilson jr.

Commissioner's Office, Isle of Wight
Court House, Oct. 16th 1880.

Pursuant to a decree of the Circuit Court
of said County, rendered at the April term
1880, in the suit therein depending in
which Jno. Wilson Jr. in his own right & as the
guardian of Diana Smithall Carroll is
plaintiff and C. B. Hayden adm. of Geo.
S. Carroll Esq. & others are defendants,
requiring a commissioner of the court to
ascertain and report to court whether the
interest of the infant heir of George S.
Carroll Esq. - Diana Smithall Carroll, the
infant defendant, could be promoted
by a sale of the Whitehead farm, in the
proceedings mentioned, Your Commissioner
reports to the said Court that, on the
8th of July, 1880, he gave notice to the
parties interested that he would proceed
to make said inquiry at his office on
the 20th day of August, 1880, that said
notice was duly served & returned. That
in the absence of testimony, regarding
your commissioner continued the said
inquiry from time to time until the
date of this report, where he took
the testimony of the witnesses,
whose depositions are herewith filed,

and from the said testimony and
the evidence heretofore taken and
admitted in the case your commission
has ascertained and does report
to the court that it would be for the
interest of the said infant Deana
Whithead Carroll to sell the said
"Whithead farm" for the reasons
set forth in the evidence aforesaid.

Given under my hand as a com-
missioner of the said court, the day
and year first aforesaid.

J. H. Young, Comr.

Wilson's adm. & als.

vs. $\frac{1}{2}$ In clay.

Carrolls' adm. & als.

Report of Com. Fanning
under command of Capt.
1855.

Filed Octo. 14th 1880.

The depositions of Julius C. Thomas, Charles F. Wrenn and Julius Mills taken before A. E. Young, one of the Commissioners of the circuit court of Isle of Wight County, in the Town of Smithfield at the office of C. B. Hayden esq. on the 16th day of October, 1880, pursuant to notice to be read in evidence in favor the plaintiffs in the suit in Chancery pending in said court between John Wilson Jr. in his own right and as the guardian of Diana S. Carroll, plaintiffs, and C. B. Hayden admt. of Geo. S. Carroll decd? and other defendants. Present C. B. Hayden atty. for the plaintiffs and also in the presence of the guardian ad litem to inform Julius C. Thomas deposing under oath.

Just.

What is your name, age, occupation where do you reside? Are you acquainted with the Winkfield farm of which Geo. S. Carroll and Geo. S. Carroll, what is your opportunity for knowing said farm and ^{whether you} ~~do you~~ believe from your knowledge of the same, that would be advantageous to the infant heir of said Geo. S. Carroll for the said farm to be sold and if so for what reason, for what price?

Ans.

My name is Julius C. Thomas, very aged and poor, occupation a farmer, my residence Smithfield. I am acquainted with said farm have known it all my life, the former owner was my guardian and I have seen

Junius Wills being duly sworn,
deposes and says,
The questions propounded to the foregoing
witnesses J. O. Thomas & C. F. Wren, being
propounded to him for answer thereto, he
says

I am 54 years of age, reside on the
adjacent farm to the Whitehead farm,
I am a farmer, and having lived on
said adjacent farm for many years and
having rented & cultivated the Whitehead
farm, I am well acquainted with it.
I have heard the answers given by the
witnesses Thomas & Wren, and am satisfied
from my knowledge, & from the reasons
given by them, in which I coincide, that
it would be for the interest of the said
infant for the said farm to be sold.
My experience is, that land rented out
detracts greatly with all precautions
that may be taken.

And further the deponent saith not.
Junius Wills

The foregoing depositions of J. O. Thomas
C. F. Wren & Junius Wills were taken
and subscribed before me in the presence
of C. B. Hayden atty. for the plaintiffs and
defendants, and in the presence of the
guardian ad litem of the infant defendant,
on the day & year mentioned in this.

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

J. D. Young, Court.

Commissioner's Office,

Isle of Wight Co. Va., July 8th 1850.

To John Wilson Jr. guardian
of Diana Southall Carroll
and in his own right

Plaintiffs,

and to C. B. Hayden adm. of Gen. T. Carroll
etc., Julia W. Carroll widow of said Gen. T.
Carroll etc. John Wilson Sr. George Wilson,
Mary M. Barton & Christopher Barron
Manfred Wilson & Diana Southall Carroll
last are infants.

Defendants:

You are hereby notified that I have fixed upon the 20th day
of August, 1850, to ^{make} take and settle, at my office aforesaid.
the following accounts, to wit: *Equity, Trust*

To ascertain and report to
Court whether it would be for
the interest of the infant heirs
of Gen. T. Carroll &c. Diana
Southall Carroll the infant deft.
hercine to sell the "Whitehead
Farm" in the proceedings
mentioned.

Required to be taken by a decree of the Circuit Court of Isle of Wight County, ren-
dered on the 21st day of April, 1850, 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 a Commissioner in Chancery of said Court, the day
and year first aforesaid.

A. P. Hervey Commissioner.

I accept legal service of
this notice.
(Signed)

John Wilson Jr. Gordon.

John Wilson Sr.
Georgianna Wilson
C B Hayden
Atty for Phipps & Co

Wilson Gordon

My Court
on 7 notes

Cancelled and not

to 20th of Aug
1880

To the Honorable George B. Beaw
Judge of The Circuit Court
of Isle of Wight County;

The undersigned C. B.
Hayden Special Commissioner
under the annexed decree of
said Court of October Term
1880 in the suit of Wilson
Gan et als vs Carroll et als,
respectfully reports to the Court
that in attempted execution
of said decree for sale he on
the 6th day of December 1880, being
Court Day offered the Farm in
said decree mentioned for sale
at public auction at Isle of
Wight Court House after having
given the notice required by
said decree by advertisement
by posted hand bills and in
the "Norfolk Landmark".

That the day being very stormy
and the attendance consequently
small no sufficient bid was
offered, and sale was succes-
sively adjourned to January and
February Court with the same
result.

That finding that a satisfacto-
ry sale was impracticable he
with the approval of the Guon-
dian rented the land for the

1 balance of the year for \$225.00
2 to John S. Branch under the
3 terms of the lease bearing
4 date the 2nd day of March 1881,
5 herewith filed well secured
6 by good personal security.

7 That finding after the failure
8 to sell - at December Court, the
9 premises would probably be
10 untenanted, he deemed it pro-
11 dent to insure the buildings &
12 did so for one year from
13 the 8th of January 1881, in the
14 "Imperial Fire Insurance Com-
15 pany" of London, "Northern
16 Assurance Company" of London,
17 The policy for which is here-
18 with filed.

19 All of which is respectfully submitted
20 March 7th 1881.

21 C. B. Hayden Comr.

Wilson San

in

Carroll et al

Comm. Hayden
Report of Renting
for
1881.

March 7th 1881
Filed
"

In the Circuit Court of
Shelbourn County
April 20th 1881

John Wilson son of
William Southall Carroll Comptrolr.
vs Geo. C. C. C.

Isid. C. C. C. admr. et al. Defes.
This cause this day came on to be again
heard on the papers formerly read, and on
the report of J. B. Hayden Commissioner for
sale under the decree herein of Oct; term 1880
of his inability to sell and of his consequent
renting of the premises for the year 1881, and
was argued by counsel; on consideration
whereof the court confirming said report to
which no exceptions were filed, doth adjudge
order and decree that the clerk of this court
deliver to J. B. Hayden on his filing his receipt
therefor the lease returned with said report
which lease he is hereby authorized and
required to collect and the proceeds thereof
after paying thereout the unpaid cost of this
suit pay one third thereof to the defendant
Julia W. Carroll widow of Geo. T. Carroll, and
the remaining two thirds to the legal guardian
of the infant defendant William Southall
Carroll taking the receipts of the parties

therefor and return the same with his report
to court of his proceedings under this decree.
And the court doth further adjudge order
and decree that subject to the aforesaid
lease the said L B Hayden shall execute the
said decree of sale of Oct; term.

Acqly.

Prote.

Addl. Costs, Court:

J. P. Young clerk.

Clerks fee. \$3.60 to ap. 1881.

Wilson adm. p. 10
Co. Sec. of ap.
1881.

Carroll adm. 1888.

... In the Circuit Court
of Shropshire County
October 21st 1880.

John Wilson gov. ex. Geo. H. Barrow gov. ex. Defs
v. J. L. Luller.

Geo. H. Barrow gov. ex. Defs
This cause in which it is
suggested that the defendant
Mary Ann Wilson since the
last decree herein has inter-
married with one Theophilus
Barrow, it is by the consent
of the said Theophilus Barrow,
ordered that this suit be carried
on against the said Theophilus
and Mary Ann his wife,
and by like consent, this
day came on to be again
heard on the papers formerly
read, and on the report of
Comm. Youngman made
of April term 1880, and was
argued by counsel, on consid-
eration whereof the Court
confirming said report to
which no exceptions were
filed, doth as judge, order

and decree that if B. Hayden, who is hereby appointed special Commissioner for that purpose, please proceed to sell free from all encumbrance of dower, the said widow leaving by her answer consents to such sale, at a place of public court-house, on some court day, at public auction to the highest bidder, after having given 20 days notice of the time and place of sale by advertisement in the court-house door of said County on some court day previous to the day of sale and at other public places in said County, and also at his discretion in such news paper as he may select by advertisement once a week for four successive weeks, the law in these proceedings mentioned, whereof George T. Carroll

did, seized and possessed in
the Locality of Isle of Wright
and known as the "White head
Farm", containing by estim-
ation 346 acres, be the same
more or less, lying on the
main road from Smith-
field to the Red House, about
one mile from Smithfield,
being the same land, conveyed
to said Geo. T. Carroll by Virg-
inius Warren, N.P. Young
Toussie, and H.B. Chapman
President of the Farmers
and Merchants Savings
Bank of Smithfield by their
act bearing date 1st January
1879. recd as the clerk
of the Locality Court
of the Locality of Isle of Wright,
possession to be given January
1st 1881. On a credit of one two
and three years in three equal
payments, with interest
from the day of sale except
so much for cash as will
pay unpaid costs of suit
and sale, taking for the

credit portion of said sale
 three bonds in equal amounts
 payable to him-self as Commissioner
 respectively, one, two and three
 years from the day of sale with
 int. from date with sufficient
 security & waiver of home-stead, & return
 the same to Court with his report of his
 proceedings under this decree.

Attest

Wm. W. Edwards S.C.

Unpaid costs, To wit:

Clerk's fees . . . \$1.43

Comm. in chg. Bond 5.00

\$6.43

Wilkes got. chgo.

W. J. C. chgo.

Barrore chgo.

Act. Wm 1889

For Wm. Haydon
 T. C. chgo.

In the Circuit Court of the District of Columbia - Apr. 2nd, 1880.

John Wilson adu. re.

Beitb

v $\frac{3}{4}$ the City

Is. T. Carrolls adu. re. also.

Def. to

This cause came on this day to be again heard on the papers formerly read, on the report of sale of realty & insurance of L. B. Hayden Commr. & adu. under decree herein of October term 1879. and on the report of Commr. A. B. Young under the said decree, and was argued by counsel, on consideration whereof the court confirming said reports to which no exceptions were filed, doth adjudge, order and decree that the Clerk of this Court deliver to L. B. Hayden or his filing his receipt therefor, the two bonds of Jas. W. Glattings & sureties for \$590.⁸⁰ each payable respectively 1 & 2 years from the 1st day of December, 1879, with interest from that date, the two bonds of Martha A. C. Jones wife of D. A. Jones & sureties

for \$108.24 each payable respectively
1 & 2 years from the 5th day of Janu-
1880. with int. from that date; and
the next bond of R. F. Dunsby & Tim-
othy Goodwin, James Wills, W. G.
Rouse and Co. St. Stephens so
their securities for \$350⁰⁰ due on
1st January, 1881. returned with
his report aforesaid, which
bonds the said L. B. Story and is hereby
authorized and required to collect
on maturity or before should
payment be tendered with full
power and authority to collect
the said rent by attachment,
distress or other summary remedy
that may be proper, that on the
payment by the said James
W. Stallings in full of his two
bonds aforesaid, the said L. B.
Story and, who is hereby appointed
commr. for that purpose shall
execute and deliver to the said
James W. Stallings (a good and
sufficient deed in fee simple
with special warranty for
the "Home Tract" of land of which
Geo. T. Canale died, seized and

possessed in the County of Isle-
of-Wight containing by estimation
429 acres more or less, being
the same tract conveyed to said
Lt. T. Barwell by deed from Lt. B.
Stacy den Commr. in the suit
of Ryan and Dileworth v. A. B. Deane
and John W. Gray by deed of Apr.
22^d 1871. subject to the contingent
right of dower therein of the
wife of said John W. Gray shown
the survivor him) and that on
the payment in full by the said
Martha A. B. Jones wife of D. N.
Jones of her two bonds aforesaid
the said Lt. B. Stacy den who
is hereby appointed special
commr. for that purpose
shall execute and deliver
to the said Martha A. B. Jones
wife of D. N. Jones a good and
sufficient deed in fee simple
with special warranty for
the tract of land in these
proceedings mentioned whereof
Lt. T. Barwell died, seized & possessed
in the County of Isle of Wight
shown as the "Bar Tarshen Tract"

adjacent to the lay of Berben
Jones deed: and Geo. T. Barnes
Horn Tract, being the same
land assessed on the
Land 1800 as containing
70 acres, but the said land
was sold without reference
to the quantity of land, & the
said Commr. will convey in
the same manner. The net
proceeds of said sale bond
after paying thereout the net
unpaid costs of said sale and
this suit deposit in Farmers
and Merchants Savings Bank
Smith filed to the Credit of
this Cause, subject to the
future order of the Court
herein, taking the Certificate
of the Cashier of said Bank
thereof, and return the same
to Court with his report
of his proceedings under this
decreet. And thing of the net
proceeds of said sale bond, the
said Commr. shall pay to Julia
Barnes widow of Geo. T. Barnes
and $\frac{2}{3}$ to John Wilson son

of Diana Southall Harwell,
taking the receipts of the said
parties therefor, and return
the same with his report
aforepaid. And the Court
doth further assign, order
and decree that Mrs. Hoyam
adms. of Geo. D. Harwell pay
John Wilson Jr. Gov. of
Diana Southall Harwell
\$117⁶⁴ with int. from 6th Apr.
1886, all paid &c.

Acc abstract

Teste.

W. A. Edwards D. C. for
J. P. Younger

Wilson gov. re,

v. du chy. abst.
from Dec
Apr. 1880

Carnegie admr. re

Correct and B. de
of J. H. Hallen

to

O. H. Hallen

1880

Statement A

Nov 16 By Amt from Batten vals rent
of Home Place for 1879 \$160. + Int
from Jan 1st 1880 168 40

To commissions on do 842

Nov 17 " pd State Taxes for 1880 45 89

" " Corner T Branch fee 2

1881

Jan 13 By Amt as of Jan 1. 1881, from R D
Busby in part of rent of White-
head Farm for 1880 273

To commissions on do 13 65

" Bal as per Contra 371 44

\$441 40 \$441 40

By Balance in Comrs Hands \$371 44

To 1/3 of do pd C B Hayden Atty for
Julia W Carroll 123 81

" pd do Atty for Geo Wilson Esqr
for D S Carroll 247 03

Statement B

\$371 44 \$371 44

1880

Jan To Balance due Comr per last
report 5 24

" pd Policy of Insurance for 1880 22 75

" pd Smithfield News for adver-
tising Whitehead Farm 1 25

Nov 3 " pd Norfolk Landmark for do 9 70

1881
Jan " " Insurance for 1881 19 50

Aug 12 " Commissions on \$10.50 Int on
M & E Jones Bond 50

" " " Amt deposited in Dr M. S.
Rd pursuant to Decree 118 74

" 12 To Amt carried forward \$177 68

1881	Statement B. continued -		
Aug 12	To Amt brot forward		177 68
Sep 19	" pd Smithfield News		1 25
" "	" commissions on \$63.82 Int		
	on J. W. Stallings Bond		3 19
" "	" Amt Deposited in Dr M. S. Bk	615 96	
Nov 2	" pd Seal Not on Sale Bonds		7 08
1882	Jan 7	" commissions on \$74.69 Int on	
	J. W. Stallings 2 nd Bond		373
	" fee for Deed to J. W. Stallings		10
	" R. P. fee for certifying do		50
	" deposited in Dr & M. S. Bk. S.	646 18	
" 12	" pd Insurance to Jan 8 1883		19 50
" 13	" commissions on \$13.13 Int on		
	M. A. E. Jones Bond		66
	" Drawing Deed to M. A. E. Jones		10
	" R. P. fee for certifying do		50
Feb 6	" pd Taxes on Whitehead Land for 1881		35 73
" "	" Sheriff of Surry fee		1 53
Apr 18	" Amt Deposited in Dr & M. S. Bk	307 31	1564 22
1881	Aug 17	By Amt from M. A. E. Jones in full of	
	Bond for \$108.24 + Int from Jan 5 1880		118 74
Sep 17	" do from J. W. Stallings in full of Bond		
	for \$92.80 with Int from Dec 1 1879		656 62
1882	Jan 13	" Amt from M. A. E. Jones in full	
	of Bond for \$108.24 with Int from Jan 5 1880		121 37
	7 " do from J. W. Stallings in full of Bond.		
	\$92.80 + Int from Dec 1 1879		667 49
			1564 22

1881

Statement A

By the amt from Womble & Chapman proceeds of Sale of Pear in part of balance of rent of Whitehead Farm for 1880

62 44

1882

Jan 2 " do from Jno T Branch in full of rent of Whitehead Farm for 1881

225

Apr 14 " the amt from Womble & Chapman in full of rent of Whitehead Farm for 1880

17 70
3 5 14

1881

Sep 6 Paid C. B. Hayden Atty for Julia W. Carroll 19 78

1882

Jan 3 " " " " " " " " on account of her share of rent 71 25

" commissions on \$305.14 @ 5% 15 26
5 29

Apr 14 " Paid C. B. Hayden Atty of Julia W. Carroll in full of her share of rents 56 0

" " " " do atty for Jno Wilson Adm of D S Carroll 193 25

\$305.14 \$305.14

I hereby certify that I have received from the Commissioners in the above suit the several sums of Money charged in foregoing statements

A - as paid me as Attorney for Julia W. Carroll & Jno Wilson Esq in the several dates therein mentioned -

C. B. Hayden Atty -

April 14th - 1882 -

AUCTION SALES—Monday.

SALE OF LAND OF GEO. T. CARROLL, DECEASED.—By virtue of the decree of the Circuit Court of Isle of Wight county of October Term, 1880, in the suit of Wilson, guardian vs. Carroll's administrator et als., I shall offer for sale at public auction, at Isle of Wight Court-house, on

MONDAY THE 6TH OF DECEMBER, 1880, (being County Court day), that VALUABLE FARM of which Geo. T. Carroll died seized and possessed, in the county of Isle of Wight, known as the WHITEHEAD FARM, situated on the public road leading from Smithfield to Isle of Wight Court-house, one mile from Smithfield, containing by estimation THREE HUNDRED AND FORTY-SIX ACRES, be the same more or less, free from the dower of the widow of said decedant.

Improvements—Dwelling House, Office, Kitchen, large Stable and Barn, three small Tenant Houses, and other out-houses.

TERMS.—A credit of 1, 2 and 3 years, in three equal payments, with interest from the day of sale, except so much for cash as will pay costs of suit and sale; bonds with sufficient security, and waiver of the homestead required of the purchaser for the credit portion of the sale, and title retained until payment in full of the purchase-money.

N. B.—This valuable Farm has the usual variety of soil of highland, and meadow of this neighborhood, and is well adapted to the customary crops of the country; is well watered and the relations between the Queen and the

I, *W. Thompson Garrison* Editor of the
NORFOLK LANDMARK, a newspaper published in the City
of Norfolk, in the State of Virginia, do certify that the order of
publication, a copy of which is hereto annexed, has been pub-
lished once a week for four successive weeks, in said newspaper,
commencing on the 2 day of Nov 1880,
and ending on the 5 day of Dec 1880,
at LANDMARK'S fixed rates of advertising, viz: One square of
10 lines or less, 60 cents for first insertion; and 40 cents for each
subsequent insertion, on alternate days or once or twice a week.

Given under my hand this 13 day of Dec 1880.

W. Thompson Garrison
Garrison

EDITOR.

ALL JOB PRINTING CASH ON DELIVERY.

SMITHFIELD, VA., Sept 19th 1881M & B Hayden, Commissioner in suit of Wilson
guardian, vs. Carroll's admr. & als.

To THE SMITHFIELD NEWS Dr.

For 100 D West posters

Received payment

\$1 26

Phillips & Coaster

ALL JOB PRINTING CASH ON DELIVERY.

SMITHFIELD, VA., Nov. 6 1880.

Mr. L. B. Hayden, Comm. in Wilson gdn. or Cornell adm.

TO THE SMITHFIELD NEWS DR.

1880

Nov.

2

To L. B. Hayden

Recd payment
News

for News

1 25-

C. B. Hayden

ALL KINDS OF JOB PRINTING

JAMES BARRON HOPE & CO., Prop'rs.

Daily Landmark	-	-	-	5.00 per annum.
Tri Weekly	-	-	-	3.00 per annum.
Weekly	-	-	-	1.00 per annum.

\$

Office of THE LANDMARK,

77 and 79 Main Street, Norfolk, Va.,

Nov 30

1880.

E. J. Hayden

TO THE NORFOLK LANDMARK DR.

To Advertising 4 Square 4 Times at a w 4 w.

sale of Land of Geo T Carroll and, E. J. Hayden for same
" 25 1/4 Acres of the above

Received Payment,

James Barron Hope & Co
Per

\$	
	7 20
	2 50
	9 70

NEATLY AND PROMPTLY EXECUTED.

Mr. *Geo. L. Burrold* Magisterial District,
 1880. To C. H. HART, Treasurer of Isle of Wight County, Va., Dr.

LAND.	
No. Acres.	Value.
<i>42-1</i>	<i>1287</i>
<i>70</i>	<i>350</i>
<i>346</i>	<i>3460</i>
<i>843</i>	<i>5097</i>

To State Capitation Tax.....	100	
To State Revenue on <i>845</i> acres Land, value <i>\$5097</i> , at 50c. per \$100	<i>2549</i>	
To State Rev. on Pers'l Property, Bonds, &c, value \$, at 50c. per \$100		<i>2549</i>
Amount of State Taxes.....		
To County Capitation Tax..	50	
To County Levy on <i>845</i> acres Land, value <i>\$5097</i> , at 25c. per \$100	<i>1275</i>	
To Co. Levy on Pers'l Property, Bonds, &c. value \$, at 25c. per \$100		
To Co. School Tax on Real & Pers'l Prop'y value \$, at 10c. per \$100	<i>510</i>	
To District " " " " " value \$ <i>1</i> , at 5c. per \$100	<i>250</i>	
Amount of County Taxes.....		<i>2040</i>
Total amount of State and County Taxes.....		<i>4589</i>
December 1st. 5 per cent. added,.....		
Received Payment, <i>of C. H. Hart</i>		
		Treasurer.
		Deputy Tr.

11, 17, 80

Canoll Geo. P., Est
See C.B. Hayden
Admrr, &c -

Charged

Geo. T. Carroll's Est

Sept 1880

To J O Branch

To Transferring 70 acres Land from M. W. & B. M. Deane \$1.00

" " 346 " " W. Wrenn \$1.00

J O Branch
Com 2.00

Co F Cansells Est 200

pd 11.17.80

Exp, Hart Co,

Charged

MR.

881. *L. B. Hayden Comr. in suit of*
To C. H. HART, T

Magisterial District,

1881.

To C. H. HART, Treasurer of Isle of Wight County, Va., Dr.

LAND.	
No. Acres.	Value.
205.11	

To State Capitation Tax.....

1	0	0
---	---	---

To State Revenue on.....acres Land, value \$....., at 50c. per \$100...

To State Rev. on Pers'l Prop'y, Bonds, &c., value \$....., at 50c. per \$100..

425

Amount of State Taxes.....

425

To County Capitation Tax.....

50

To County Levy on.....acres Land, value \$....., at $33\frac{1}{3}$ c. per \$100..

To Co. Levy on Pers'l Property, Bonds, &c., value \$850, at 33½c. per \$100..

283

To Co. School Tax on Real & Pers'l Prop'y, value \$....., at 10c. per \$100....

To Dist. " " " " " value \$....., at 5c. per \$100.....

Amount of County Taxes.....

283

Total amount of State and County Taxes.....

708

December 1st—5 per cent. added.....

Received Payment.

Treasurer.

Deputy Tr.

Hayden C. B. Currier

#1950

Records multiplied No 12 Jan'y 1882 of C. B. Hayden
Admr Geo. S. Canace Minutes ⁵⁰/₁₀₀ Dols in full for
Insurance on staves on "whitman farm" belonging to
Estate of said Canace

R. A. Chapman.

6

7

8

9

10

11

12

13

Jan 14th 1882 Recd of C. B. Hayden Commr in
Wilson Edmrs Carroll Fifty Cents for
certifying Recd of Martha H. E. Jones
wife of L. B. Jones

J. Henning Stiles

Notary Public

deed. Jan'y 12th 82 of B. Hayden
convey in Carroll & Co. or Carroll with
cents for certifying deed to J. W. Stallings.
J. W. Stallings
A.P.

General Sec. T. S. East
See C. B. Hayden
adms

36.73
1750

5323

Received of C B. Hayden Corn in Wm
Edm. (an all One dollar & Fifty Three
Cents for Notice as Pledge & Mollie
in & wife

W. L. Savary, Sheriff

Mrs. W. L. H. for
 John W. L. H. for
 27-1880-

23
 24
 25
 26
 27
 28
 29
 30
 31

\$118.07

April 29th 1880. Received of C B Hayden Adams

1 Geo T Canoll One Hundred & Eighteen

2 Dollars & Seven Cents on account of

3 My work. Given Southall Canoll

4 John Wilson jr.

5

6

7

8

9

In the Circuit Court of Isle of Wight County,
April Term, 1883.

John Wilson, gan: &c.

vs.

3 In ch.

Geo. T. Carroll's admr: &c.

This Cause in which it is suggested that since the last decree herein, the late L. B. Hayden, Special Commissioner herein, has departed this life, came on this day to be again heard on the papers formerly read, and was argued by Counsel: on consideration whereof the Court doth adjudged, order and decree that R. S. Thomas be appointed special commissioner in the place and stead of L. B. Hayden dead: and that he report to a future term of this Court how far the said L. B. Hayden executed the decree herein of the April term of this Court in 1881.

Accep.

Teste, A. J. Young clk.

Wilson Gen.

to. $\frac{3}{8}$ In clur

Carroll's adm. etc

Cs. de. of Apr. 1883.

For

R. S. Thomas

Wilson Gen

Carroll & Boland

an 20th 1883 Recd of the clerk of the circuit
Court of Isle of Wight Co. the within named
Bond of George T. & George K. Nelms
for three hundred dollars due Jan
1st 1883 C B Hayden Com

Report of C B Hayden
Collection Payment

Report under Decree

April 1880, Court 1880, April 1881

Apr. 20th 1881.

Filed.

May 27 - 1882 - Received
at the clerk of the circuit
Court of Isle of Wight County
the within named certificate
under the decree of
April 1882 -
C B Hayden Com

land purchased by them as directed by said
decree. Your commissioner further reports
that in pursuance of said decrees of October 1880
and April 1881 he again offered the Whitehead
farm for sale at public auction at Isle of Wight
Court House on October 3rd 1881 being county court
day, but was unable to sell the same & he therefore
leased the premises for 1882 to George T. Nelms for
\$300.00 for which amount he with George K. Nelms
as his surety executed his bond which is here
with filed. Your commissioner deemed it prudent
to ensure the buildings on the premises & did so
as per policy, expiring January the 8th 1883
herewith filed. Your commissioner further
reports that on the 29th day of April 1880 the undersigned
as administrator of George T. Carroll as directed by said
decree of ^{April} 1880 paid to John Wilson Jr. guardian of
Dianna Southall Carroll \$118.07 being the payment
of \$117.64 with interest from the 6th of April 1880
directed by said decree. The receipt for said payment
is herewith filed, all of which is respectfully submitted
April 18th 1882 Signed C B Hayden
Commissioner

To the Hon' George Blow Judge of the circuit court
of Isle of Wight county;

The undersigned L B Hayden
special commissioner under the annexed decrees
of said court respectively of April term 1880,
October term 1880 & April term 1881, respectfully
reports to the court that pursuant to the first
named decree he has on the dates mentioned in
statement A herunto annexed collected in full
the rent of the Whitehead farm for 1880, & pursuant
to the last named decrees he on the date mentioned
in said statement A collected in full the rent of
the Whitehead farm for 1881.

The said statements A also shows that after
paying the charges therein $\frac{1}{3}$ of the rents were paid to
the attorney for Julia W Carroll the widow of George T Carroll
& $\frac{2}{3}$ to the guardian of D S Carroll as directed by said
decree. Statement B herunto annexed shows that
your commissioner has executed in full that
part of the decree directing the collection of the bonds
therein named as per the several credits for said
bonds in said statement on the dates therein
mentioned, & that after deducting the charges
contained in said statement he has deposited the
proceeds as received in the S. M. & Savings Bank
Smithfield as directed by said decree.

The receipts of parties for said payment and
the certificates of the Cashier of said Bank for
said deposits are herewith filed. After the
payment in full of their bonds by the several
purchasers your commissioner executed and
delivered to them deeds for the several tracts of

Wilson's Guardian

v.

Canoe et al

The undersigned has the honor to ~~advise~~
~~advise~~ ^{State} that in the safe of the late
C. B. Hayden he found the envelope
hereto attached endorsed Rent of White-
head farm and in it the receipt of
Jesse W. Canoe for \$95.00
1/3 of rent of the Whitehead
farm for 1882 and then was \$85.00
in money ^{currency} in the said en-
velope ~~which~~ making \$280.00
To which if we add, com-
missions for outlay or 15.00
makes \$295.00
which only lacks 5.00
of being \$300.00
the full amount of the
rent and that the books of C. B.
Hayden show this collection, this
payment and the balance of \$190.00
due on the said rent.

The undersigned finding the aforesaid
envelope in the said safe of the said
C. B. Hayden with the said receipt of
the said J. W. Canoe he took the

money and put it in deposit -
in The Marine Bank of Norfolk
Virginia as that the Court might
decide whether or not it was the
money of the estate of C. B. Hayden
or money in his hands belonging
to the estate of George T. Carroll
& held under the proceedings of this
cause. C. B. Hayden Jr identified
the money as the money ^{under the date of April 1862} paid by
the ~~renter~~ George T. Kelms who ren-
-ded the Whitehead Farm. He receiv-
ed ^{it} I think, put it in the envelope
for his father & at his request, wrote
the receipt of Mrs. Julia W. Car-
roll & at his father's like request
endorsed the envelope. The Court
will therefore please say whose
money it is - the money of the es-
tate of C. B. Hayden or of ^{estate} George T.
Carroll.

Respectfully submitted
R. S. Thomas

W. J. S. G. O. R.

v

Carroll's adms

Statement

R. S. Thomas

Wilson, Son of Carroll

v.

Carroll adm et al

To the Hon: G. W. Blod, Judge of
the Circuit Court of the County of
Carmel in the County of Albany.

The undersigned begs leave to state
that the late C. B. Hayden depar-
ed this life on the 27th day of Janu-
ary A. D. 1883 after a long illness
and acute sufferings that prevented
him from attending to his business
with the promptness and exactness
that he was wont to do, that after
examining in his estate he at the
request of all parties concerned exam-
ined into the papers of Wilson's Guar-
dian v. Carroll adm et al and
private papers in his possession
that in a paper wrapper such as
he was accustomed to use he found
one endorsed with the name of S. L.
of this court and in it the papers that
will be mentioned in this, & in other
statements filed by the undersigned
at this term of the said court, and

in the paper jacket - or envelope
aforesaid the enclosed Statement
of George R. Atkinson Cashier of
The Farmers & Merchants Sav-
ing Bank Smithfield, Shreve-
port, La. that there was in that Bank to
the Credit of this Cause \$1457.04
of which \$1411.61
was principal & 45.43

was interest - making 1457.04 \$1457.04
and also the Certificate of the Cashier
of the Marine Bank of Norfolk, Va.
that the said sum of \$1411.61
^{was} ~~had been~~ deposited by C. B. Hayden
in the Marine Bank on May 29th 82.

The said C. B. Hayden was di-
rected by the Decree of October, 1882
to Withdraw the aforesaid sum of
\$1411.61 from the one Bank &
to deposit in the other & to pay over
the interest 1/3 to Julia W. Carroll
& 2/3 to John Wilson guardian of D. S.
Carroll. Whether or not this interest
was paid to the parties respectively
the undersigned does not know as he
has not had the time to ascertain.

Respectfully submitted
R. S. Thomas

Wilson son

✓ Statement
"6"

canoe, adms

R. S. Thomas
..

+ who was directed by the Court herein of April Term 1883 to report - and for the late C. B. Hayden had examined the Decree of April Term 1884 which directed the Sale of the Whitehead Farm ~~by the Court~~

William Guardian

v.

Carroll et al

The undersigned has the honor to ^{report} ~~state~~ to the Court, that the late C. B. Hayden who was Special Commissioner in this Cause after a long and painful illness departed this life on the 27th of January 1883 and that on the 3rd day

of February following the undersigned at the request of his family qualified as administrator found the following Memorandums of the Sale of the said Whitehead Farm among the papers of the said C. B. Hayden viz

- 1 The advertisement of the sale to be made on the 4th day of December 1882
- 2 The Directions to the auctioneer and the auctioneer's memorandum of Sale showing that the said Farm was sold for 5630.00 to Mr. W. Heane & that, his, the auctioneer's fee was \$20.00
- 3 A Statement of the Cash required at the sale of the purchase \$230.00 and the 3 bonds of the said purchase each at \$1800.00

and the then bonds themselves, each
for the said sum of \$1800-
payable respectively in 1. 2. & 3. years
from the said 4th day of December
1882 with interest on each from that
date.

4 The Receipts of the Landmark for \$7.20
and of the Smithfield News for 1.25
making 8.45-

5 ~~And of the Cashier of the~~
~~Farmers & Merchants Savings~~
~~Bank for Jan'y 3^d 72~~

It therefore appears that the said C.
B. Hayden as special commissioner
under the decree of this court. at its
April Term 1880 exposed The White
head tract of land to sale at public
auction at the Court House
on the 4th day of December A. D. 1880
1883, and that it was on that day bid
off by M. W. Heam for \$5630.00
who paid in cash the sum

of 230.00
and executed his three
bonds each for \$1800.00
with James W. Stallcup
& J. A. Jones as his sureties

payable respectively in 1. 2. & 3. ears
from date

that out of the cash received \$ 230.00
he was entitled to commission

on

12/60

that he paid advertising

charges

8.45 \$ 130.05

leaving a deficiency of
unaccounted for.

\$99.95

All of which is respectfully sub-
mitted.

R. S. Thomas

Received December 18th 1883 of the clerk
of this court the first of the bonds of M. W.
Hearn for \$1800 mentioned in this report.

R. S. Thomas

William S. M.

"

Carroll's

Report also

R. S. Thomas

under Decent
April 83.

Appl. 25 - 1883
Office?

Received December 3rd 1884 of the clerk
of this court the 2nd bond of M. W. Hearn
for \$1800. mentioned in this report.

R. S. Thomas spt. born

Received January 3rd 87 of the clerk of this
court the 3rd bond of M. W. Hearn for
\$1800. mentioned in this report.

R. S. Thomas spt. born

\$ 500.00 - Rent

for Whitehead
Farm for 1882

Jan 2nd / 88

185 sent to Bank

20 cents

53-
200

Dr Jan 2nd

to Mr. [unclear]
\$ 95.00

EN, AW,

9500

Recd of C B Hayden "Ninety-five
dollar Rent for Whitehead Place
being my share less his commission
Jan 22nd / 83

Julia W. Carroll.

Marine Bank.

Norfolk, Va., May 29 1882

C. B. Hayden Esq

has this day deposited in this Bank

Quantum hundred & eleven

61
100 Dollars,

U. S. currency, under a decree of the Circuit
Court of Isle of Wight, in a suit therein depending
between Wilson Gore of Carroll
Plaintiffs, and Carrolls et al
Defendants, subject to the order of said Court.

August Hayes

\$1411 ⁶¹—

berthelms in Nelsons hin zu Spaltung
1891

1891

May 1 19

Sept 19

92. 11
furry

14

11874

615 96

64618

30 73 141 161

Submitted to Mary 27. 1961

2543

1659 02

346

25-44

1453

Two R With no on less than

BILLS FOR ADVERTISING DUE }
AFTER FIRST INSERTION. }

E D PHILLIPS, M. D., } Prop'r's.
T. H. CARTER. }

All Job Printing Cash on Delivery.

Smithfield, Isle of Wight Co., Va. *Aug 23rd* 188*2*.

Mo. C. B. Hayden Comr in acct of Wilson Ldn. or Carroll's Adm.

To SMITHFIELD NEWS, Dr.

No 25 Posters of L. D. Carroll Land

1 25-

Paid

Phillips & Carter

President Bill

Whitehead Land

1882

Dec

Bid off by Mr W. Hearn at
Cash Payment -

543000

23000

Bond at 1 year for

180000

"

2 year "

180000

"

3 " "

180000

\$ 543000 \$ 563000

Let Whitehead Farm be started at
\$3999.00 with the announcement—
that no bid will be received under
\$1.00 & strike it off at the highest
bid of \$4000.00 or over

Auctioneer will make following
Memorandum of Sale
Dec - 4th - 1882 - Bid off by Mr L V
Heaven - at \$5630.00
Signed L B Edmund Auctioneer
Aug 20

Pages 29, 07

Office of THE LANDMARK, Norfolk, Va.,

188

Sept 30

Chas. Hayden

TO THE NORFOLK LANDMARK, DR.

Sept 2

To Adv. 4 Sq. Time *av 4 15*

sale of Gt Carroll's Land
in Sale of Wright Co
Chas Hayden & Speelcorn

Received Payment,

W Thompson & Son
 Per *W Thompson*

SALE OF LAND OF GEORGE T. CARROLL, DECEASED.—By virtue of the decree of the Circuit Court of Isle of Wight county of October term, 1880, in the suit of Wilson, guardian, vs. Carroll's administrator et als., I shall offer for sale at public auction, at Isle of Wight Courthouse, on MONDAY, OCTOBER 20, 1882 (that being County Court day), that VALUABLE FARM of which George T. Carroll died seized and possessed, in the County of Isle of Wight, known as the

WHITEHEAD FARM,

situated on the public road leading from Smithfield to Isle of Wight Courthouse, one mile from Smithfield, containing by estimation three hundred and forty-six acres, be the same more or less, free from the dower of said decedent.

Improvements: Dwelling house, kitchen, office, large stable and barn, three small tenant houses, and other out-houses.

TERMS.—A credit of 1, 2 and 3 years, in three equal payments, with interest from the day of sale, except so much for cash as will pay costs of suit and sale; bonds with sufficient security, and waiver of the homestead, required of the purchaser for the credit portion of the sale, and title retained until payment in full of the purchase money.

N. B.—This valuable Farm has the usual variety of soil of highland and meadow of this neighborhood, and is well adapted to the customary crops of the country; is well fenced and abounds in good pasturage. A very desirable investment to one wishing to engage in farming. Possession given January 1, 1883.

C. B. HAYDEN,

se13.20.27.oc1

Special Commissioner.

I, *W. Thompson Garrison* Editor of the
NORFOLK LANDMARK, a newspaper published in the City
of Norfolk, in the State of Virginia, do certify that the order of
publication, a copy of which is hereto annexed, has been published
once a week for four successive weeks, in said newspaper,
commencing on the *13* day of *April* 1882
and ending on the *1* day of *Oct* 1882
at LANDMARK'S fixed rates of advertising, viz: One square of
10 lines or less, 60 cents for first insertion; and 40 cents for each
subsequent insertion, on alternate days or once or twice a week.

Given under my hand this *2* day of *Oct* 1882

W. Thompson Garrison
Mary EDITOR.
Arreys \$ 11.20

All Available Text Successfully Captured

SALE OF LAND!

Of Geo. T. Carroll, Decd.

By virtue of the decree of the Circuit Court of Isle of Wight county of October Term, 1880, in the suit of Wilson, guardian, vs Carroll's administrator et als., I shall offer for sale at public auction, at Isle of Wight Court-house, on ~~MONDAY, OCTOBER 3rd,~~ ¹⁸⁸² ~~31~~, (that being County Court Day), that

VALUABLE FARM

of which Geo. T. Carroll died seized and possessed, in the county of Isle of Wight, known as the

Whitehead Farm,

situated on the public road leading from Smithfield to Isle of Wight Court-house, one mile from Smithfield, containing by estimation **THREE HUNDRED AND FORTY-SIX ACRES**, be the same more or less, free from the dower of said decedent.

Improvements---Dwelling House, Office, Kitchen, Large Stable and Barn, three small Tenant Houses, and other out-houses.

Terms:---A credit of 1, 2 and 3 years, in three equal payments, with interest from the day of sale, except so much for cash as will pay costs of suit and sale; bonds with sufficient security, and waiver of the homestead required of the purchaser for the credit portion of the sale, and title retained until payment in full of the purchase money.

N. B.---This valuable Farm has the usual variety of soil of high-land and meadow of this neighborhood, and is well adapted to the customary crops of the country; is well watered, and abounds in good marl. It offers a very desirable investment to one wishing to engage in farming. Possession given January 1, '82-1883

C. B. HAYDEN, Special Com.

~~1881~~

Phillips & Carter, Printers, Smithfield, Va.

Aug 20 / 1882

December 17

SALE OF LAND!

Of Geo. T. Carroll, Decd.

By virtue of the decree of the Circuit Court of Isle of Wight county of October Term, 1880, in the suit of Wilson, guardian, vs. Carroll's administrator et als., I shall offer for sale at public auction, at Isle of Wight Court House, on

Monday, October 2nd, 1882,

(that being county court day), that VALUABLE FARM of which Geo. T. Carroll died seized and possessed, in the county of Isle of Wight, known as the

Whitehead Farm,

situated on the public road leading from Smithfield to Isle of Wight Court House, one mile from Smithfield, containing by estimation THREE HUNDRED AND FORTY-SIX ACRES, be the same more or less, free from the dower of said decedent.

Improvements---Dwelling House, Office, Kitchen, Large Stable and Barn, three small Tenant Houses, and other out-houses.

TERMS:---A credit of 1, 2 and 3 years, in three equal payments, with interest from the day of sale, except so much for cash as will pay costs of suit and sale; bonds with sufficient security, and waiver of the homestead required of the purchaser for the credit portion of the sale, and title retained until payment in full of the purchase money.

N. B.---This valuable Farm has the usual variety of soil of highland and meadow of this neighborhood, and is well adapted to the customary crops of the country; is well watered, and abounds in good marl. It offers a very desirable investment to one wishing to engage in farming. Possession given January 1, '83.

C. B. HAYDEN,

Special Commissioner.

August 31st.

Phillips & Carter Printers, Smithfield, Va.

M to Hearn

to be 3000

to be 3000

to be 3000

Commons Office
Smithfield October 8 1883

To the Honorable Board of Isle of Wight County

The undersigned a commissioner in chancery of said court to whom was referred by decree rendered at October Term 1883 in the suit in chancery pending therein styled Wilson against Wilson and others the following inquiries to wit

- 1st Whether or not any portion of the real estate sold to the said Wilson under decree pronounced in said cause is the property of Nathaniel J. Young and if so what portion
- 2nd If any part of the said land is the property of the said Nathaniel J. Young what would be his equivalent portion of the purchase money if he should relinquish his claim to said real estate
- 3rd What sum of money Julia W. Carroll widow of George J. Carroll is entitled to absolutely in lieu of her dower and as the equivalent thereof, and whether she elects to take the said sum as the equivalent of her dower or whether she elects to have one third of the net proceeds to be invested for her life with the right to receive the interest thereon, reports to court that on the day of 1883 he found notices against the parties to said suit and all other interested in saying them to attend the making of said inquiry at his said office on the day of 1883 which notices were returned to your commissioners acknowledged by the said parties or their attorneys

Your commissioners finds from the report made in said cause by R. P. Thomas special commissioner filed April 20th 1883 that that Lewis Hayden commissioner under decree of October 20th 1880 sold the tract of land in said proceedings mentioned known as the Whitehead tract on December 1st 1882 and M. W. Acorn became the purchaser. A copy of the advertisement of said sale is filed herewith marked A and the number of acres which said land is described therein as containing is 346.

Your commissioners finds from an examination of the record of the Clerk's Office of Isle of Wight County Court that some time in 1865 or 1866, Joseph B. Whitehead the then owner of said land

conveyed the same in trust to John E Adams who sold the same on October 5 1868. since which time the said land has been held by various owners and in the several deeds conveying the same the number of acres mentioned is 350,

A certificate of N P Young clerk of Sole of Wight County Court 'marked B' is herewith filed which shows the names of the grantors and the number of acres of land which were conveyed to the said Joseph B Whitehead and which compose the said Whitehead tract and the number of acres conveyed by him to any one, and your commissioners find therefrom that the said Whitehead tract contains $37\frac{3}{4}$ acres which is $28\frac{3}{4}$ acres more than was sold to said W W Hearn and does not include the land claimed by Nathaniel & Young. Your commissioners further find that Eliza Whitehead by deed dated May 27th 1865, conveyed a tract of land adjacent to the land of Joseph B Whitehead Geo R Atkinson and John B Gale, containing 78 acres 1 Rod and 3 Rods to Algernon A Whitehead; that on May 27th 1865 the said A A Whitehead conveyed 18 acres of the said land to Jordan Wouble and on November 19th 1866 the said Jordan Wouble and wife conveyed the same land to the said Joseph B Whitehead leaving 30 acres 1 Rod & 3 Rods in the possession of the said A A Whitehead.

Identified extracts from the deeds of land to A Whitehead, of Whitehead to Wouble & of Wouble and wife to J B Whitehead marked respectively C D & E are herewith filed.

Your commissioners also find that the said A A Whitehead also conveyed a part of the said land containing about 10 acres to Merit Wouble who conveyed it to one Samuel Babb leaving between 20 and 21 acres belonging to the said A A Whitehead.

A certified extract of the report of Joseph B Whitehead & W H Parker prothonotaries returned to court June 9, 1868 showing the boundaries of the said 20 or 21 acres belonging to the said A A Whitehead marked B is herewith filed.

Your commissioners further find that by a decree of the General Court of Sole of Wight County rendered October 21 1872 in a suit pending therein styled Isaac Adams Whitehead & Als. J R Kelly was appointed a special commissioner to sell two tracts of land belonging to A A Whitehead one containing 165 acres more or less called the Adams tract and one containing 21 acres more or less adjacent to the land of Joseph B Whitehead, and that the said J R Kelly commissioner did on the

7th day of February 1876 sold the said tract of land to the said Nathaniel & Young. but the said J R Kilby in his report of sale says that he sold 165 acres. and 21 acres adjacent and in his deed to the said N & Young he describes the said 21 acres as adjacent to the 165 when in fact it is not, but is really adjacent to the land of J R Whithead
 Your commissioners therefore finds that the said J R Kilby misdescribed the said tract of 21 acres and that the same belongs to the said Nathaniel & Young, and that the said M W Theron is not entitled to any deduction therefor from the price at which he bought the Whithead tract as that tract is shown to contain more acres than were conveyed
 Your commissioners further reports the following statement showing the fee simple equivalent of the dower of Julia W Carroll in the lands of which her husband died seized

Net proceeds of Sale of Whithead Farm	5400 00
Annual Interest thereon	324 00
One third of which is	108 00

Age of Mrs Carroll at the death of her husband
 Thirty years.

Fee Simple equivalent of her dower in same	1406 16
Interest thereon from Dec 6 th 1882 to date	<u>157 01</u>
	1563 17

Net proceeds of other lands deposited in the Mercantile Bank of Norfolk Va	1411 61
Annual Interest thereon	84 69
One third of which is	28 23

Fee Simple equivalent of her dower in same	377 55
Interest thereon from date of deposit to Dec 20 1882	<u>44 17</u>
	421 72

Recapitulation

Fee Simple equivalent and interest in the Whithead tract	1563 17
Same on other lands	421 72
	<u>1984 89</u>

and finds that the equivalent of dower of the said Julia W Carroll in her said husbands lands is

1882
 Dec 20

Wilsons Son

v

Carroll et al

Report of G. R. Atkins
Sine Curra under Sec
Cur of October Term 1883

Filed Octo. 26th 1884

\$1783.71 and that the interest thereon to October 20th 1884
is \$201¹⁸ - making in all \$1984.89

Your commission your further reports specially at the in-
stance and request of M W Beem that within his knowledge
the said 24 acres of land has been enclosed in the same fence
with the lands of Joseph B Whitehead for 25 or more years
but what the agreement between the said J B and A A Whitehead
was in relation thereto or why it was so enclosed your commission
owner does not know

I was under my hand as commissioner in cleaning of said court
the day and year first aforesaid

G. R. Atkins

Dec 9 22²⁵

Wilson Ede
v.
Carroll et al.

Report of R. S. Thomas
of collection of payments
under the Decree of October
Term 1883

Total Amount \$584.

Wilson Guardian

Carroll & Co

To the Hon George Blaw

Judge of the Circuit Court of Isle of Wight County

The undersigned who was directed by a Decree of the Court herein to ascertain & report to Court whether or not C. B. Hayden withdrew from the Farmers & Merchants Savings Bank in Smithfield, Va the sums of \$118.74 \$615.96, \$646.18 & \$30.73 and deposited the same in the Marine Bank of Norfolk Virginia and paid over the accrued interest - $\frac{1}{3}$ to Julia W. Carroll & $\frac{2}{3}$ to John Wilson Jr Guardian of D. S. Carroll, and if the said sums were deposited to the collector of & from the said Marine Bank of Norfolk Virginia the interest there had accrued on the deposit there & to pay it out - $\frac{1}{3}$ to the said Julia W. Carroll & $\frac{2}{3}$ to the said John Wilson Jr Guardian of D. S. Carroll and to collect of Mr. W. Heam the purchase funds in the said Decree mentioned, begs leave most respectfully to report that on Enquiry at the said Farmers & Merchants Savings Bank in Smithfield he ascertained that the said C. B. Hayden had withdrawn from it the amounts specified ^{and} ~~with~~ \$45.43 of accrued interest, and that he had deposited 1411.61 in the Marine Bank of Norfolk Virginia, but had not paid over the 45.43 of accrued interest to the parties entitled as in the Decree directed.

The undersigned begs further to report - that
on Enquiry at the Marine Bank he ascertained
that the interest-accrued on the 1411 61
deposited note it - was \$117.04

and that he paid over to
Mrs Carroll $\frac{1}{3}$ thereof, viz 390 $\frac{1}{3}$
and to John Wilson guardian 78.02 $\frac{2}{3}$ 117.04
and the receipts of the parties for the said pay-
-ments are herewith filed.

The undersigned begs leave further to report -
that on the 4th day of December 1883 he col-
lected of Mr W. Hearn on his first purchase bond
the sum of 1200 00
and on the 18th of December 669 61
1866 61

Mr Hearn having paid in Taxes 40.92
the interest-on which was 112 42.04
that having paid various sums on collections 46 35-
he deposited the balance \$1,821 31
in the Marine Bank of Norfolk
Virginia and files herewith the certificate
of the cashier of the said Bank for the said
deposit.

Respectfully submitted
R. S. Thomas
Spc Comm

Marine Bank.

Norfolk, Va., Dec. 4th 1883.

R. S. Thomas Special Commi

has this day deposited in this Bank

Twelve Hundred Dollars,

U. S. currency, under a decree of the Circuit
Court of the City of Norfolk, in a suit therein depending
between Wilson Guardian

Plaintiffs, and Barroee et als
Defendants, subject to the order of said Court.

Wm. Day - Teller

\$1200^{xx}
100

Marine Bank.

Norfolk, Va., Dec. 20th 1883

W. R. S. Thomas

Smithfield Va

has this day deposited in this Bank Six hundred and twenty one $\frac{31}{100}$

— — — — — Dollars,

U. S. currency, under a decree of the Circuit Court of Sa. of Wight in a suit therein depending between Wilson & S.

Plaintiffs, and Carroll
Defendants, subject to the order of said Court.

\$621.³¹

W. H. Daylong

Philip's Mason vs Leavells Adm

1881
Aug 7. Josephine Mason & Merchants Savings Bank

By Cash

118.74

Sept 19. " "

615.96

Dec 11. " "

646.18

Apr 19. " "

30.73

May 27. " Interest

45.43

May 27. Which in Exhibit B to favor of Hayden

1457.04

1457.04

Received Janry 16th 1884 of R. S. Thomas
Special Commissioner in Wilson
guardian v. Carroll's administrator
et-als the sum of thirty nine dollars
and one cent as per statement rendered
being the $\frac{1}{3}$ of the interest on the deposit
in the Marine Bank directed to be col-
lected and paid over under the decree of the
October Term 1883 of the Circuit Court of
Jas of Wash-County in the above entitled
cause

John A. Carroll.

Received January 16th 1884 of R. S. Thuma, Speciee
bonoris sumas in Wilson pro and an v. Canvells
adms et al the sum of Seventy Eight dollars
and two cents being $\frac{2}{3}$ of the interest on the
#1411.61 deposited with the Marine Bank &
Ordered to be collected & paid over under the Or-
der of the October Term 1883 of the Circuit Court of
Isa of Wagh-County in the above entitled Cause

John Wilson p pro and an v

P. S. Canvells
by R. S. Thuma
H. S. atty

Mr.

Magisterial District,

1882.

To C. H. HART, Treasurer of Isle of Wight County, Va., Dr.

[illegible]

To State Capitation Tax.....	1 00	
To State Revenue on.....acres Land, value \$....., at 40c. per \$100...		
To State Rev. on Pers'l Prop'y, Bonds, &c., value \$1411., at 40c. per \$100...	566	
Amount of State Taxes.....		564
To County Capitation Tax.....	50	
To County Levy on.....acres Land, value \$....., at 25c. per \$100...	3 23	
To Co. Levy on Pers'l Property, Bonds, &c., value \$1411., at 25c. per \$100...		
To Co. School Tax on Real & Pers'l Prop'y, value \$....., at 10c. per \$100...	141	
To Dist. " " " " " value \$....., at 5c. per \$100...	71	
Amount of County Taxes.....		565
Total amount of State and County Taxes.....		1129
December 1st—5 per cent. added.....		56
RECEIVED PAYMENT.		1185

RECEIVED PAYMENT.

TREASURER.

DEPUTY TR.

Hayden C. B. B. B.

11.88—

Recd. Aug.
W. B. B. B.

Mr.

Geo. O. Carroll's Est.

Magisterial District,

1882.

To C. H. HART, Treasurer of Isle of Wight County, Va., Dr.

LAND.	
No. Acres.	Value.

To State Capitation Tax.....

1 00

To State Revenue on...386 acres Land, value \$3860, at 40c. per \$100...

13 84

To State Rev. on Pers'l Prop'y, Bonds, &c., value \$....., at 40c. per \$100...

Amount of State Taxes.....

13 84

To County Capitation Tax.....

50

To County Levy on...386 acres Land, value \$3860, at 25c. per \$100...

8 65

To Co. Levy on Pers'l Property, Bonds, &c., value \$....., at 25c. per \$100...

To Co. School Tax on Real & Pers'l Prop'y, value \$....., at 10c. per \$100...

3 86

To Dist. " " " " " value \$....., at 5c. per \$100...

1 73

Amount of County Taxes.....

13 84

Total amount of State and County Taxes.....

22 68

December 1st—5 per cent. added.....

1 37

RECEIVED PAYMENT.

29 07

TREASURER.

DEPUTY TR.

1800
 2'25

 7 77
 18 00

2907
 1175

 4982
 2500
 350

 7932

Carroll Co. Wash
 rec. C. R. Hyden Com. &c
 to pay - 29.07
 11.85

 40.92

There is no money
 in my hands at all
 belonging to his estate
 am com^d to report
 what he collected
 what he owes, & to collect
 his expenses as soon
 when collected I will then
 pay R. S.

I will report
 what he owes



NOTHING BUT THE ADDRESS CAN BE PLACED ON THIS SIDE.

Mr. R. S. Thomas
Smithfield
Va

MARINE BANK,

Norfolk, Va., *July 14* 188*✓*

Your ~~Paid~~ of the *11* is received ~~with enclosures~~ as stated

Int: in Wilson

W. W. Carroll

i H 192⁷⁷



H. N. PAGE,

Acting Cashier.

Wilson Jas. gdr.
vs. Carroll R.
Sut

R. S. Thomas cer.

\$6.25

	Debit of Wilson gen. of D.S. Carroll m. Carroll et al.		
1884.	To Clerk Cir. Ct. of Ind of High County	Adm	
Octo.	Filing 2 orders 30, Return copy 65, Com. Bond & ready		
	and copy & filing \$1.80 Cts. of its execution 25.	\$ 3.00	
1885.			
April	Same m. Same & abstract from same	\$ 3.25	
	<u>J.D. Spring Elk.</u>	<u>\$ 6.25</u>	

Bond
Int to Dec. 4th 83

1800

108

1908

Cash Int paid

1200

708

Sup Taxes paid June 23rd 83 40.92

Interest on same 1.12

42.04

Interest on \$708 to Dec. 18

165-

709 65-

Sup Taxes &c

42 04

667.69

1000
261
239

Wilson's graduation

v

Canoe and

Statement of
collections of
team

Wilson fraudulent.

Canoll et al

To the Honorable George Blinn
Judge of the Circuit Court of Lee
of West-Cumberland in Chancery sitting.

The undersigned by the sum is rep-
tated on the 8th of November he col-
lected of & from the Marine Bank of
Norfolk Virginia the sum of \$197 84
the interest repaid by the said

Bank to have accrued on the same in
default with it up to October 22^d 84 -
the date of the end decree, and that he
paid over 1/3 of the same, viz 65 94

to Mrs Julia W. Canoll &
2/3 of the same, viz to John
Wilson fraudulent of Diana 131 90
\$197, 84

S. Canoll and others herewith
the receipt of the parties for the
same.

Respectfully submitted

R. S. Shivers

the bank

Received November 8th 1884 of R. S. Thomas
Special Commissioner in Wilson Guardian
v. Canoll et al the sum of (\$ 65.94) Sixty
five 94/100 dollars $\frac{1}{3}$ interest in the fund in
the Marine Bank. Julia W. Canoll
by R. S. Thomas, atty

Received Nov. 8th 1884 of R. S. Thomas, spe
cial commissioner in Wilson Guardian v. Can
oll et al the sum of \$ 131.90 One hundred and
thirty one 94/100 dollars $\frac{2}{3}$ interest in the fund
in the Marine Bank

John Wilson Guardian
by R. S. Thomas, his atty

Wilson Guardian

v

Canoll et al

Report of R. S. Thomas

the Commissioner of

the Court of Probate

received under seal
October 1884

Appl. Term 1883

Conformed

In the Circuit Court of Lake of
Wright County, the 20th of April 1885.

John Wilson Judge of District S.

Carroll vs. ————— Plff

vs;

In Chancery

George F. Carroll's admr. et al. --- Defs.

This cause came on this day
to be again heard on the papers for-
mally read, on the report of R. S. Thomas
Special Commissioner, and on the
report of G. H. Atkinson Commissioner,
on the Petition of M. F. Gerny this day
withdrawn on the statement and
agreement of parties and was agreed
by Counsel: On consideration thereof
of the Court confirming the report of
R. S. Thomas, and overruling so much
of the report of G. H. Atkinson Commis-
sioner as relates to the ownership
of the 21 acres of land in the said
Petition of M. F. Gerny mentioned, it
being conceded that the 20 acres
mentioned in the report of Commis-
sioner Atkinson is not the 21 acres
that was bought by M. F. Gerny,
doth adjudge order and decree
that R. S. Thomas who is hereby

appointed special Commissioner for
that purpose, collect of and receive
from The Marine Bank of Norfolk
Virginia, out of the fund in that
Bank to the credit of this cause the
sum of \$1984.89, Nineteen Hundred
and eighty four dollars and eighty
nine cents with interest of \$1785.71
Nineteen Hundred and eighty three
dollars and seventy one cents from
October 20th 1884 till paid; But
the said O. S. Thomas, Special Com-
missioner as aforesaid shall not
execute this decree until he shall
enter in bond before the Clerk of
this Court with good and sufficient
security in the penalty of \$4000.00
conditioned according to law for the
faithful performance of his duties
under this decree or any other decree
herein.

Attest
Teste,

J. D. Young clk

Wilson gdu. re.

vs: Duchey.

Leurolois, adu. re

"

Copm. de. re

Apric. Term 1885.

"

"

"

Wilson Guadram

Carroll et al

The undersigned begs
leave most-respectfully to report that
he on the 3^d Day of December 1884
withdrew from the papers in this cause
the 2^d bond of M. W. Heam for \$1800.
and that he on that-day collected of
the said M. W. Heam the sum of \$900—
and that he on the 13th Day of December
collected of him the further sum of \$500—
five hundred dollars and that he
on the 30th Day of January 1886
collected of him the further sum
of \$659.78 which was payment
in full of this bond, and that
he also on the said last-mentioned
Day withdrew from the papers in
this cause the 3^d bond of the said
M. W. Heam for \$1800 and col-
lected on it the sum of \$540.22
all of which said sums less com-
missions were deposited in The
Marine Bank of Norfolk Vir-
ginia as will appear from the
receipt of the Cashier of the said
Bank here with filed as a part-
of this report

Respectfully submitted
R. S. Thomas
Solicitor General

Wilson J. and son

✓

Canal et al

Report of R. S. Thomas
Special Commissioner of
Deposits under De-
cree of October 1883.

= Appl. Term 1886. Confined -

Marine Bank.

Norfolk, Va., Dec 4th 1884

At Testimony by

Geo. G. Gins.

has this day deposited in this Bank Nine

hundred

Dollars,

U. S. currency, under a decree of the Circuit

Court of Suffolk, in a suit therein depending

between Wilson

Plaintiffs, and Canoe

Defendants, subject to the order of said Court.

W. H. Day

\$900.00

Marine Bank.

Norfolk, Va., Dec 17th 1884

R. S. Thomas Special Commr

has this day deposited in this Bank

Five Hundred  Dollars,

U. S. currency, under a decree of the Circuit
Court of the City of Norfolk, in a suit therein depending
between Wilson Guardian

Plaintiffs, and Barroce and others—
Defendants, subject to the order of said Court.

W. G. Seyler

\$ 500.

Marine Bank.

Norfolk, Va., July 9th 1886

R. V. Thomas Esq.
S. C. Court.

has this day deposited in this Bank Ten
hundred & seventy
Dollars,

U. S. currency, under a decree of the Circuit
Court of S. of Wight, in a suit therein depending
between Wilson & Co.

Plaintiffs, and Canoll
Defendants, subject to the order of said Court.

\$1070⁰⁰
W. H. Bayliff

W. H. Taylor.
President

Wingfield Page.
Acting Cashier

Marine Bank

Norfolk, Va. th Feb: 4th 1886.

At Thomas Bay
Switzerland
Dear Sir

In reply to
yours of 30. ulto.
Cutler, in this ac-
mentioned

Dec: 4:	\$ 900.
17.	500.

Yours truly
W. H. Taylor

William Swaudian
v

Carroll et al

To the Hon George Blair
Judge of the Circuit-Court of Isle
of Wight County.

The undersigned
do hereby leave further to report that under
the Decree herein of October Term 1883
he has made a further collection of
Mr. W. B. Hearn on the bonds therein
mentioned and that he on June 11th
1886 deposited it in the Marine Bank
of Norfolk Virginia as will be seen
from the certificate of Deposit here-
with filed and hereto attached as a part
of this report.

The undersigned hereby leave
further to report that Julia W. Carroll
having elected a life her equivalent of dower
in the land in the bill and proceedings
mentioned and Commissioner George
R. Atkinson having reported there in his
report filed October 8th 1884 that the
Equivalent of dower of the said Julia W.
Carroll at \$1984.89, the Court having
confirmed the same and having by its
Decree at its April Term 1885 having
appointed the undersigned a special
Commissioner to withdraw the same
with interest on \$1783.71 from October 29th
84 and ^{from and interest of the undersigned} having failed to direct what to

do not it- knowing that it was meant
and intended to be paid over to the said
Julia W. Carroll in lieu of her dower.
He collected and paid it over to her as
such and files her with her receipt
for the same. The balance of the money
in bank and due on the purchase bond
of M. W. Heagy is due to Drayner
S. Carroll, the ward of John Wilson
her guardian & plaintiff in this suit.
Who desires to collect the interest due
^{and on the money in bank}
and to apply it to the maintenance
and support of his ward.

October 1st 1886

R. S. Thomas
Solicitor

Wilson grandeur

v

Canoll et. al

Report of R. S. Thomas
of Collection & Deposit-
under Decm of October
Term 1883, and of pay-
ments under Decm of
April 1885-

Filed Octo. 9th 1880.

Octo. term 1886
Confirmed by Court

R. S. THOMAS,
ATTORNEY-AT-LAW,
SMITHFIELD, VA.

No. 97 Smithfield, Isle of Wight Co., Va. July 18th 1885-

Marine Bank
NORFOLK, VA.

Pay to Mrs. Julia W. Barwell or Order,
Two thousand and eight-⁷⁵/₁₀₀ Dollars.

in payment of amount due her by Wm. S. D. v. Barwell
as per statement rendered in lieu of docket.

\$ 2008. ⁷⁵/₁₀₀

R. S. Thomas

Pay to
Capt-George Schermehorn

Julia W. Carroll

Geo. Schermehorn

Marine Bank.

1
Norfolk, Va., June 11th 1886.

R. V. Thomas Esq.

Spec. Commr.

has this day deposited in this Bank Two
hundred

_____ Dollars,

U. S. currency, under a decree of the Circuit
Court of Isle of Wight, in a suit therein depending
between Wilson & Co

Plaintiffs, and Canoe et al,
Defendants, subject to the order of said Court.

\$200:

W. H. Dargatz

In the circuit court of Isle of Wight county
April term 1889.

Wilson guardian
vs.

Plff

Carroll et al

Defts

This cause came on this day to be again heard on the papers formerly read, and on the report of Geo. R. Atkinson commissioner, bearing date March 22nd 1889, filed herein April 1st 1889 to which no exceptions are filed and was argued by counsel, on consideration whereof the court confirming the said report doth adjudge order and decree that John Wilson guardian of Diana^L Carroll, after paying the unpaid cost of this suit, pay over to the administrator of Georgianna Wilson the sum of \$2513.72 $\frac{1}{2}$ with interest thereon from June 28th 1889, to himself the sum of \$1256.86 cents with interest thereon from the same date and to Mary A. Barrow the sum of \$1256.86 $\frac{1}{4}$ with interest thereon to the same date, and the remainder to the administrator of Diana S. Carroll and make report to court.

A copy

Teste. A. P. Young clk.

Clerks fees . . . \$21.87

Comm. Atkinson . . . 9.75

Costs since last taxation of costs \$31.57

Nelson gen. &
m. $\frac{3}{4}$ Dr. Chas.
Carroll stor.

Copied from apt
1889.

4
A

A. Sherrman - in the hands of John Wilson from
time to be paid out - as per report of Com mis Buses
George R. Arthur son of March 22^d 1889 filed April 1st -
1889

Amount to be distributed as per said
Report -

5027 45

Interest - from June 28th 1887 to June
28th 1889

603 28 5630 73

Paid Costs as taxed in Decem

31 57

Paid R. S. Thomas atty

100 00 131 57

5499 16

Paid John Wilson administrator of
Georgeanna Wilson

2573 72

Interest - from June 28th 87 to June 28th 89

301 64

Paid John Wilson heir at law

1256 86

Interest - from June 28th 87 to June 28th 89

150 82 1407 68

2276 12

Paid Mary A. Barrow

1256 86

Interest - as above

150 82 1407 68

Balance due administrator of
D. S. Carroll

868 44

Paid John Wilson administrator

868 44

We the undersigned have each and separately
 received of John Wilson in aid of D. S. Carroll the sum set opposite to each
 of our names respectively. Witness each of our hands
 this 28th Day of June A. D. 1889

N. P. Henry clerk fees Paid	<u>N. P. Henry</u>	21 82
G. R. Atkinson Secy Paid	<u>G. R. Atkinson</u>	9 75
R. S. Thomas, attorney Paid	<u>R. S. Thomas</u>	100 00
John Wilson adms of Geo. Wilson Paid	<u>John Wilson adms</u>	28 53 36
John Wilson Paid	<u>John Wilson</u>	14 07 68
Mary a Barrow Paid to	<u>John Wilson</u>	14 07 68
John Wilson adms of D. S. Carroll Paid	<u>John Wilson adms</u>	8 68 44
		563 0 73

Wilson guardian

v

Carroll et al

20th Hon G. W. Hill
Judge of the Circuit-Court of
Dist of Wash-Country.

The undersigned
who was directed by the decree hereto of
the April Term, 1889 to pay the unpaid
costs of this suit and then pay over to
Geo. Francis Wilson's administrator the
sum of \$2513.72½ cents with interest-
thereon from June 28th, 1887 the said,
to himself the sum of \$1256.86¼ with
interest thereon from the same date
and to Mary A. Barrow the sum of
\$1256.86¼ with interest thereon to the
same date and the remainder to the ad-
ministrator of Diana S. Barrow, begs
leave most respectfully to report that
he has made the payments as directed
by the said decree and herewith returns
in statement-"A" hereto attached as a
part of this report- a statement of the
amounts paid to the various parties
and their receipts therefor.

Respectfully submitted

John Wilson

guardian of D. S. Barrow

June 28th, 1889

Wilson Guardian
v

Barrell

Rept. of Payments
by Jno: Wilson jdr.

July 15 - 1889.
Filed.

Wilson guardian

v

Carroll et al

The undersigned who was directed by a decree of the April Term 1887 "to collect of and from the Marine Bank of Norfolk, Virginia the balance remaining in the said bank to the credit of this suit and after paying out of the same the unpaid costs of this suit to re-deposit the same in bank, or to loan the same on ample unincumbered real estate secured by Deed of Trust as he may deem the interests of his ward requires" says have most-respectfully to report that on the 16th day of May 1887 he collected of and from the said Bank the sum of \$5466 98 and loaned to J.O. Thomas with

R. S. Thomas, as his surety the sum of 5000.00 and secured the same with a 466 98 Deed of Trust on the Fern Square Farm of the said J.O. Thomas - a farm of _____ acres lying on the main public road to Smithfield, within ~~4~~ 4 or 4 1/2 miles of the same, esteemed one of the most-valuable farms in the County and regarded by the undersigned as ample security for the money loaned - a fact further shown by the readiness and anxiety of the obligor ^{some months ago} to anticipate the maturity of his bond

and is pay off at least one half of it then,
and since, & now. The bond so taken
and the Deed of Trust - Security the same
are herewith filed as Exhibits "A" & "B"
and prayed to be taken as a part of this
report.

The remainder of the sum was not loaned
out - because before it could be judiciously
and advantageously placed, Diana S. Carroll,
the ward of the ^{unexpectedly and} undersigned died ^{in 1871}
and it was thought to be unnecessary
to further execute the order of the court
as she was already indebted to the un-
dersigned and a changed condition of
affairs had arisen.

It will appear from the Bill in
this cause filed at September Rules 1879
that George T. Carroll, the father of
the said Diana S. Carroll died in April
7th 1879 leaving a widow, Julia W. Car-
roll, and in child, the said D. S. Carroll
who was born in December 14th 1872
and was thus not quite seven years of age
in September 1879. That as she was
then very young, and the land was
being rented out, and the rents were an-
nually diminishing by the increased oc-
cupancy of the building on the said real estate
which will deteriorate in value from year
to year and as there was just reason to
apprehend from the extreme youth of the said

infant that before she attained her majority the expenses of fencing, her husbandry, and other necessary expenditures on the farm would consume the larger part of not the whole of the income of the infant, it was believed and held that it was for the interests of the said ward and of all other parties interested to have the said land sold and the wards portion of the proceeds of sale inv-
est-
ed for his wards benefit. "That if the infant were dead her heirs at law would be Georgiana Wilson, wife of John Wilson Jr, the mother of the Decedent - (George T. Carroll) and grandmother of the ^{said} infant on the paternal side, Mary Ann Wilson - an infant daughter of said Georgiana and half sister of the said Decedent who attained the age of 16 years on the 27th day of February 1879, and 3rd complainant - John Wilson Jr guardian of the said D. S. Carroll a son of the said Georgiana, and half brother of the Decedent - " George T. Carroll "

All of the said parties were made parties to the said Bill.

Under the proceedings of the suit the said Julia W. Carroll was paid a sum of money in lieu of her dower.

Since the institution of the suit, the said Georgiana Wilson has died leaving

the above said
Surviving her, as her heir at-law, Mary
Ann Wilson who has since married
with Theophilus Barrow and the under-
signed.

The land from which the money in hand
collected and received of & from the Ma-
rine Bank and in part loaned out-as
aforesaid was sold under the provision
of Chapter 124 of Code 1873 page 931 which
" " 118 " " 1887 regulating
the sale of infants lands.

Section 9 of Chapter 119 of Code 1873 which
" " 255-6 " " 113 " " 1887

says " If an infant die without issue hav-
ing title to real estate derived by gift, beque-
st or descent from one of his parents, the whole
of it shall descend and pass to his kindred
on the side of that parent from whom it
was so derived if any such kindred be
living at the death of the infant. If there be
none such then it shall descend & pass to
his kindred on the side of the other parent "

Section Eight-(8)
of Chapter 124 of Code 1873 p 993 which is
§ 2622 of Ch: 117 " 1887 p 634

says that The proceeds of the sale
shall be invested under the direc-
tion of the Court for the use and benefit
of persons entitled to the Estate " &c

And

Section 12 of Chapter 124 of Code 1873 p 934

Which is § 2626 of Chapter 117 of Code 1887 - 635

Says "Whatever may be received under this, or the 120 chapter of Code 1873 or under the 114 chapter of Code 1887 for the real Estate of an Infant, in some person, or married woman, coe, or devised, or so much as may remain at his, or her death in her estate shall, if he or she continues, until death incapable from any reason of making a will pass to those entitled to the land if it has not been coe, or devised".

Section 3 of Code 1873 page 910

" 2513 " 1887 " 613 Says

"No person of unsound mind or under the age of twenty one years shall be capable of making a will, except that Minors Eighteen years of age and upwards may by will dispose of personal Estate.

The said Diana S. Barrow died on the 29th day of June 1887 aged 14 years and six months before day - without any will at all.

The aforesaid money in hand as aforesaid arose solely from the proceeds of the sale of infant's lands.

The undersigned asks, therefore, the aid and order of the Court - as to the parties entitled to the same.

Respectfully submitted

John Wilson

Guardian of D. S. Barrow

October 5th 1888.

Wilson quarries

~

Carroll et al

Report of

John Wilson
son

of Investment under
the Decree of April 1887

Filed Oct. 20th 1888,

"

PLEASE EXAMINE AND REPORT IMMEDIATELY.

Dr. *W. S. G. Guardian of Canell vs Canelli & Co.* Cr.

In account current with the **MARINE BANK**, of Norfolk, Va.

1891	Jan 17	To	Int on acct of 1352	117 04	1891	May 29	By	Int	1411 61
	Nov 11	✓	R.S.D. - 1	197 84		July 1	✓	Int	605
	July 16	✓		2059 20		July 1	✓		35 27
		✓	Balance	237 23		July 1	✓		35 27
				4069 23		Dec 4	✓		1200
						Jan 20	✓		621 31
						Jan 1	Int		40 45
						July 1	✓		80 80
						Dec 4	✓		900
						Jan 17	✓		500
						Jan 1	Int		799 0
						July 1	✓		1149 0
						Apr 1	✓		63 40
						July 9	✓		1070
						Aug 11	✓		200
						July 1	Int		843 5
									6443 31
				6443 31					6443 31
						Aug 28	By	Balance	4069 23

A

An Account of the Amounts paid by M. W. Heam

Paid Dec 4 th 1883	1200 00
18	667 00
Dec 8 th 1884	900 00
" 13	300 00
Jan 30 th 1886	659 00
" 4 th "	540 22
June 11 th "	200 00
Nov. 20	230 00
Dec: 10 th 1886	300 00
Jan 17 th 1887	300 00
Jan 31 st 1887	<u>426 39</u> 614281

B

An Account of Deposits in Bank by R. S. Thunes

Deposits Dec: 4 th 83	1200 00
" 20 83	624 31
" 4 84	900 00
" 17 84	300 00
Feb 9 86	1020 00
June 11 th 86	200 0
Nov. 23 rd 86	230 00
Dec: 10 th 86	300 00
Jan 17 th 87	300 00
Feb 4 87	<u>264 75</u> 580606
Balance in amt of 614281	131 85
Fee retained	200 00
Draw to purchase	<u>3 00</u>
	614281

Marine Bank.

Norfolk, Va., Nov: 23rd 1886.

W. R. D. Thomas
V. C.

has this day deposited in this Bank Two
hundred & fifty
Dollars,

U. S. currency, under a decree of the Circuit
Court of Suffolk, in a suit therein depending
between Wilbur M.
Plaintiffs, and Canoe
Defendants, subject to the order of said Court.

\$250
W. R. D. Thomas

Marine Bank.

Norfolk, Va., Dec 10 1886

R. S. Thomas

has this day deposited in this Bank Three
hundred ⁰⁰/₁₀₀
Dollars,

U. S. currency, under a decree of the Circuit
Court of Isle of Wight in a suit therein depending
between Wilson Edm
Plaintiffs, and Carroe et al
Defendants, subject to the order of said Court.

\$300 ⁰⁰/₁₀₀ R. B. Taylor & Co. Cash

Marine Bank.

th
Norfolk, Va., Jan 29th 1887

W. R. V. Thomas

Specie Comr

has this day deposited in this Bank Five
hundred dollars

Dollars,

U. S. currency, under a decree of the Circuit
Court of Saffright in a suit therein depending
between Wilson & Co.

Plaintiffs, and Canoll
Defendants, subject to the order of said Court.

\$500.

W. H. Bagley

Marine Bank.

Norfolk, Va., Feb: 5th 1887

Mr. R. S. Thomas
Smithfield Va

has & this day deposited in this Bank Two
hundred & sixty
four 77.00 Dollars,

U. S. currency, under a decree of the Circuit
Court of D. of Virginia, in a suit therein depending
between Wilson & Co.

Plaintiffs, and Cannon
Defendants, subject to the order of said Court.

\$264⁷⁵ W. J. K. Dagler

1
Wilson guardian
v

Carroll et al

To the Hon. C. W. Hill

Judge of the Circuit-Court
of the County of Wright-County

The undersigned has the honor to
report—that he has since his last
report—herein withdrawn from the
papers in this cause the last of
the purchase bonds of M. W.
Harris in the purchase of the
Tract of land known and called
The Whitehead Tract, and collect-
ed the same and made to the
purchase a good and sufficient
paid for the tract of land pur-
chased by him and has deposited
the money so collected ^{in my office and} up the sum
of two hundred dollars held as
a fund for services in this suit, in
the Marine Bank of Norfolk
Virginia and returns herewith
the certificates of deposit.

The money now in the said

Bank ought to be paid to John
W. Lee grandson of Diana
S. Carroll who desires leave
and permission to collect
the same and to invest it
in his name as grandson
and to report the said invest-
ment to Court for its confir-
mation.

Respectfully submitted

R. S. Thomas

Shelburne

April 1st 1882

William Seward in

v

Carroll et al

Report of
R. S. Thomas
the Commissioner

of Collections, Report
to the President

Filed April 8. 1857.

1889 John Wilson adm. Diana S. Carroll died -
Is the clk. of Isle of Wight Co. Va. ^{Dr.}

Apr. - Administering on her est. taking &
according your bond & Tax 3 \$2.61

H. P. Young clk
4-8-90 said L. E. Z...

Hilson & Co.

Jan -

\$2.61

1888.

Aug:

John Wilson genl. of Diana S. Carroll
To N. O. Young & sons: of acct: Isle of Wight Co,

For time employed in examining your
vouchers & making & reporting your genl:
acct. from 1881, to June 1887, 28 hours.

allowed you in acct. 21.00

Octo. Copy said acct. per R. S. Thomas atto. 2.40

Wm. L. Youngman A. O. Young corw. \$23.40

Wilson • John
due -

\$23.40

1888 John Wilson guardian of Maria S. Carroll St
To the Clk. of Jole of Right Co. Ch.

October 1888, confirming & recording your guardian. acct. from
1888 to 1888. allowed you \$2.50

R. P. Young Clk -
Paid to E. Young

Wilson Jno. gen.

\$2.50

Know all Men by these Presents, That we C. B. Hayden & John Wilson Jr.

are held and firmly bound unto the Commonwealth of Virginia in the sum of Two thousand Dollars to the payment whereof, well and truly

to be made, we bind ourselves, our Heirs, Executors and Administrators, jointly and severally, firmly ~~and we waive the homestead exemption on this obligation~~ by these presents. As witness our Hands and Seals, this 20th day of October 1899 in the year of our Lord, one thousand eight hundred and seventy nine

The Condition of the above Obligation is such, That whereas, by a Decree of the Circuit Court of Isle of Wight County, pronounced on the 20th day of Octo. 1899 in a cause depending in the said Court, in which Jno. Wilson Jr. in his own right & as guardian of Diana S. Carroll Plaintiff, and

C. B. Hayden advs. of Geo. S. Carroll and others are Defendant, the above bound C. B. Hayden was appointed a special

Commissioner to sell the land of George S. Carroll decd. ~~and others~~ to wit: The Carstarphum tract of seventy acres more or less, adjoining the lands of Birken Jones & Co. and the Farm tract of 429 acres, more or less, all in Isle of Wight county

Now, if the above bound C. B. Hayden shall faithfully discharge his duties as Commissioner under the said Decree, or any future Decree in said cause, then the above Obligation to be void, otherwise to remain in full force and virtue.

Signed, Sealed and Delivered }
in the presence of }

C. B. Hayden [SEAL.]

John Wilson Jr. [SEAL.]

[SEAL.]

In the Clerk's office of the Circuit court of Isle of Wight county, the first day of December 1899 - This bond was signed sealed & acknowledged by C. B. Hayden & Jno. Wilson Jr. and admitted to record

John A. Young clerk

~~Comm. etc.~~

~~3 Annals
or 6 Bonds~~

~~Carroll's Hon. Sec.~~

~~Dec. 1st 1849~~

~~Recd. etc.~~

Wilson's gold. etc.

vs. 3rd Court
Bond.

Carroll's adm. etc.

Dec. 1st 1849.

Eyd. 7th A. R.

Remained page

70

Know all Men by these Presents, That we E. B. Haydon &

Jno Wilson Jr

are held and firmly bound unto the Commonwealth of Virginia in the sum of Five

Thousand Dollars

to the payment whereof, well and truly

to be made, we bind ourselves, our Heirs, Executors and Administrators, jointly and severally, firmly

by these presents. As witness our Hands and Seals, this 1st day of December

and we waive the homestead exemption as to this obligation
† in the year of our Lord, one thousand eight hundred and seventy nine.

The Condition of the above Obligation is such, That whereas, by a Decree of the Circuit Court of Isle of Wight County, pronounced on the 20th day of October 1879

in a cause depending in the said Court, in which Jno Wilson Jr in his own

right and as guardian of Diana S. Carroll & also

are

Plaintiff, and

E. B. Haydon admr of Geo S. Carroll decd

& also are

Defendant, & the

above bound

E. B. Haydon

was appointed a special

Commissioner to

sell the land of Geo S. Carroll decd to wit:
the Washington tract of seventy acres more or less,
adjoining the lands of Burton Jones & also, and the
home tract of 429 acres more or less, all in Isle
of Wight County.

Now, if the above bound E. B. Haydon shall faithfully discharge his duties as Commissioner under the said Decree, or any future Decree in said cause, then the above Obligation to be void, otherwise to remain in full force and virtue.

Signed, Sealed and Delivered }
in the presence of }

E. B. Haydon

[SEAL.]

Jno Wilson Jr

[SEAL.]

In the clerk's office of Sec of Wight circuit court, the first day of December 1879. This bond was signed, sealed & acknowledged by E. B. Haydon & Jno Wilson Jr and admitted to record.

[SEAL.]

Wiste.

A. P. Youngclerk

1185.60
 216.48

 1408.08
 12.06

 1420.14

4206.24

Wilmington et al

as } Com &
 Bond

Wilmington et al,

Recorded in Bond
 Book, Page 20

The above is a true and correct copy of the original as the same is on file in the office of the Clerk of the Court of the County of ... State of ...

12/21/21

12/21/21

12/21/21

This Deed made this 16th day of
May A.D. 1887 by and between
J. O. Thomas and Martha W.
his wife of the county of Isle
of Wight and state of Virginia
of the one part - and V. W. Wren

Chorus as Trustee for the
purposes herein named of the other
part - Witnesseth, That the said
J. O. Thomas and Martha W.
his wife do Grant unto General
warranty unto the said V.

Wren Trustee as aforesaid
the following property, to wit:
all of that certain piece and parcel
of land lying and being in the county
of Isle of Wight known and called
Four Square bounded on the
North by the lands belonging to the
Estate of William Crocker; on the
East by the lands of James T. Ed-
ward, Henry Tynes and C. H.
Hall, on the South by the lands
of C. H. Hall and Isaac Hollway
and on the West by the Tract of
land called the old Castle Tract -
which said Four Square Tract of

at maturity - or in the event that
Default shall be made in the
payment of the semiannual
interest - at January and July
of each and of any year that
then the said V. W. ~~Wren~~

Trustee as aforesaid may upon
being requested or required so
long by the said John Wren
guardian of Diana S. Barker
make sale of the said Four
Square Tract of land or so
much thereof as may be ne-
cessary to pay the unpaid and
demanded sum of money at the
of Wright-brother-House for so much
Cash as ^{is sufficient to pay the sum of money} may be due and unpaid
and the balance upon such credit
as the said J. O. Thomas ^{his heirs assigns} may
direct, and in the event that
he, or his heirs, executors, adminis-
trators or assigns may fail to di-
rect - then upon such terms as
the said Trustee may prescribe
and direct making the Defined pay-
ments payable to the said J. O. Thomas
his heirs, executors administrators
or assigns as may be right and proper

But - the said Trustee when instructed and required to make a sale shall nevertheless after he shall have advertised the time, terms and place of sale in a newspaper published in the city of Norfolk and in the town of Suffolk ~~once~~ a week for eight weeks and by printed hand bills numerous-ly and conspicuously posted in the ~~the~~ town of Southwold, at the Court-House of the said County on ~~several~~ ^{two} days, on Court-days prior to the day of sale, and at public places in the neighborhood of the property and at other public places in the County of Isle of Wight ^{namely} 90 days prior to the day of sale.

The erasures and interlineations in this Deed were made before it was signed, sealed, or delivered.

Witness the following signature
here and seal this 16th day
of May A.D. 1887

J. O. Thomas

Martha W. Thomas

Seal
Seal

Virginia } To It it
Isle of Wight County }

J. C. B. Aycan a Notary Public
in & for the County aforesaid in the State of
Virginia do certify that J. O. Thomas
whose name is signed to the writing
above bearing date on the 15th Day of May
AD 1887 has acknowledged the same
before me in my County aforesaid.

I do further certify that Martha
H. Thomas the wife of the said J. O.
Thomas, whose name is signed to
the writing above bearing date on the
16th Day of May AD 1887, personally ap-
peared before me in the County
aforesaid and being duly ex-
amined by me privily and apart
from her husband and having the
writing aforesaid fully explained to
her, she the said Martha H. Thomas
acknowledged the said writing to be
her act, and declared that she
had willingly executed the same
and does not wish to retract it.

And I do further certify that the inter-
lineation of "Four Thousand Dollars
with R. S. Thomas as security" on the
second page of the writing aforesaid

and the interlineation" is sufficient to pay the sum of money that," on the third page of said writing, were made before the said J. O. + Martha W. Thomas signed the said writing. Given under my hand this 18th day of May A.D. 1887.

C. B. Hayden
Notary Public

Virginia, In the Clerk's Office of the County Court of Isle of Wight County, the 28th day of May 1887. This Deed of Trust from J. O. Thomas and wife to V. Wrenn Trustee was received and admitted to record with the annexed Certificate of C. B. Hayden, a Notary Public.

Teste: A. P. Young cc.

by G. M. Coyle D.C.

Recorded and
Deed Book
No. 51. page 339

Tax - 5.00
Fee - 1.25

Chg^s to J. O. Thomas
per o/b. A. S. Thomas.

Teste: G. M. Coyle D.C.

Thomas J. O. et ux.
To } Deed of Trust

Wrenn V. Trustee

May 28th 1887
ack. in cf. A. P.

D

Extract from report of Jos. B. Whitehead
& W. H. Barker surveyors returned &
recorded in Sec of Wight county court,
June 8th 1848.

A. A. Whitehead and J. B. Whitehead Com.
From a post oak on the side of the
road leading from Smithfield to the
cunt house between Whitehead and
Whitehead, to a large beech near the
great spring run; from said post oak
up the road to a chinquapin post nearly
opposite Dr. Womble's gate between Whitehead
& Whitehead, thence to a pine, thence to the
great spring run.

Teste, J. P. Young clk

L

Extract from deed from Eliza W. Cooke to
Algernon A. Whitehead, dated 27. May
1845. Recorded 2^d June 1845 in clerk's
office of Sec of Wight county.

"A certain tract or parcel of land con-
taining by report of the county surveyor
18 acres, 1 Rod & 3 Rods lying being in
the county of Isle of Wight adjacent to the
lands of J. B. Whitehead, Geo. R. Patton
& Jos. B. Gale bounded according to the
survey of the county surveyor as follows."

Teste, J. P. Young clk

Extract from deed from Algernon A. Whitehead to Jordan Hombwell - dated 28. May 1845. Recorded 2.nd June, 1845; in Clerk's office of Isle of Wight County Court.

D
"a certain tract or parcel of land lying and being in the county and State aforesaid & bounded as follows, to wit: commencing at a Chinquapin post on the road leading from Smithfield to the Court house and running South thirteen degrees East; to the run the dividing line between the said land and the land of George R. Atkinson, thence up said run to two side line trees, one a beech & the other a sourwood, thence N. 14 degrees West, along a line of marked trees to a Chinquapin post on the Court house road, thence down the said road to the post the Commencement, and containing by estimation forty eight acres be the same more or less."

Test. A. J. Goring & Co.

E
Extract from deed from Jordan Hombwell and wife to Jas. B. Whitehead, dated 19.th November 1846. Recorded 7.th of December 1846. in the Clerk's office of Isle of Wight County Court.

"a certain tract of land containing forty eight acres be the same more or less, and bounded and expressed in a deed from Algernon A. Whitehead to the said Jordan Hornbwell, of record in the clerk's office of Isle of Wight County, for the said land, in the year 1845."

Teste, A.P. Young c.k.

Extract from deed from James & Adams trustees to W.D. Moore - dated 18. March 1874.

"That certain piece or parcel of land known as Whitehead tract containing by estimation three hundred & fifty acres, lying in Isle of Wight county on the road leading from Smithfield to the courthouse of said county, being the same tract sold by Jas. C. Adams trustee for Jos. B. Whitehead on 5th Octo. 1868 to James Hornor."

Teste A.P. Young c.k.

Kind the Whitehead tract is composed of the following parcels of land, to wit:

Deed from Jas. Chalmon & wife, 18. '6, for 65 acres	
Deed from J. N. Atkinson for 112, 1, & 78 or 191	
And Isaac Jordan traf. for	33 1/2
Deed from Virginia Oliver for	6
Deed from W. H. Jordan traf. "	16
	311

25

Acres lost on	351 1/2
Deed from A. H. Parker for	25
Deed from Jordan Woodcock for	48
Making in the tract as located	384 1/2 ac.
From which he sold to G. R. Atkinson	9 3/4
Leaving in the tract	374 3/4 ac.

I have examined the records thoroughly and find that J. B. Whitehead sold no land from the aforesaid tract except the nine + 3/4 acres to G. R. Atkinson.

Test,

apl. 9th 1884.

A. J. Gray etc.

Wilson 1884

no

Deed.

Exhibit and testimony

Fire Insurance Company,
(Of London,)

Northern
Assurance Company,
(Of London,)

No. 101,366

Insured

Mrs. J. Carroll & D. S. Carroll

Location Isle of Wight Co., Va.

Amount, \$ 1950 Premium, \$ 1950

Expires January 8th 1883

At Noon.

United States Offices,
33 Pine Street, New York.

R. D. Alliger,
Resident Manager.

Agency at Richmond, Va.

A. S. Swinford AGENT.

2055.00
50

2105.00

1105
300

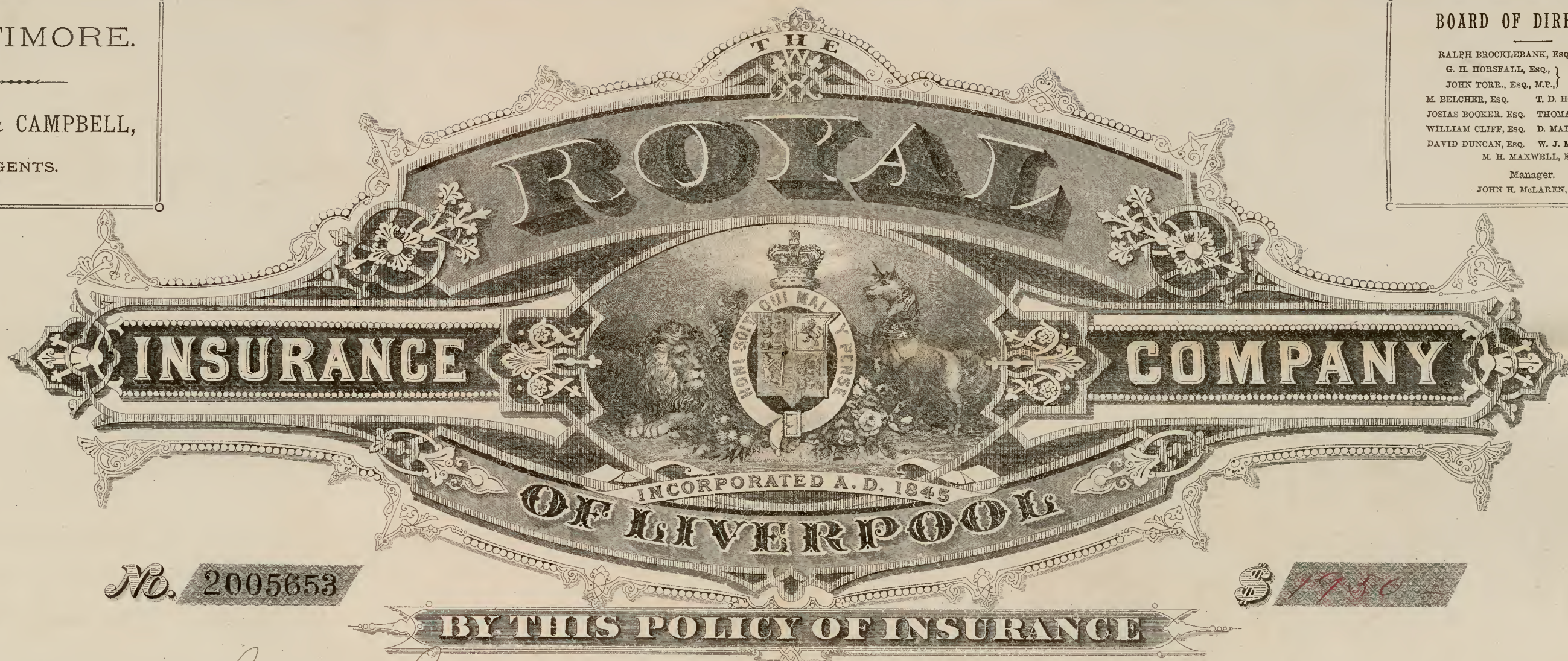
2505

BALTIMORE.

PROUD & CAMPBELL,
AGENTS.

BOARD OF DIRECTORS.

RALPH BROCKLEBANK, Esq., CHAIRMAN.
G. H. HORSFALL, Esq., DEPUTY.
JOHN TORR, Esq., M.P., CHAIRMEN.
M. BELCHER, Esq. T. D. HORNBY, Esq.
JOSIAS BUCKER, Esq. THOMAS H. ISMAY, Esq.
WILLIAM CLIFF, Esq. D. MALCOMSON, Esq.
DAVID DUNCAN, Esq. W. J. MARROW, Esq.
M. H. MAXWELL, Esq.
Manager.
JOHN H. McLAREN, Esq.



No. 2005653

\$ 1930

BY THIS POLICY OF INSURANCE

In consideration of the receipt of Twenty Two ⁷⁵/₁₀₀ Dollars, and the representations, covenants, and warranties of the assured hereinafter named, Do Insure G. J. Carroll, dec'd against loss or damage by fire to the amount of one thousand and fifty Dollars, the property hereinafter described;

\$1250. On the two story frame and shingled dwelling house
250, On the 1/2 story frame and shingled Kitchen 45 feet East of said dwelling
100, On the one story frame and shingled Smoke House 106 feet South East of said dwelling
100, On the 1/2 story frame and shingled Tenant House 90 feet South West of said dwelling
100, On each of the two 1/2 story frame and shingled Tenant Houses West and South West
of said dwelling all situated about one mile from Smithfield, Isle of Wight County Va

AND THE SAID ROYAL INSURANCE COMPANY hereby agree, out of their capital stock and funds, to make good unto the said assured, his executors, administrators, and assigns, all such immediate loss or damage, not exceeding in amount the sum or sums insured, as above specified, nor the interest of the assured in the property, except as herein provided, as shall happen by fire to the property so specified, from the 1st day of Nov one thousand eight hundred and 1899 at twelve o'clock at noon; the amount of loss or damage to be estimated according to the actual cash value of the property at the time of the loss, and to be paid after due notice and proofs of the same shall have been made by the assured and received at this office, in accordance with the terms and provisions of this Policy, unless the property be replaced, or the Company shall have given notice of their intention to rebuild or repair the damaged premises.

1. If an application, survey, plan, or description of the property herein insured is referred to in this Policy, such application, survey, plan, or description shall be considered a part of this contract, and a warranty by the assured; and if any false representation be made by the assured of the condition, situation, or occupancy of the property, or if there be any omission to make known every fact material to the risk, or an over-valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the assured shall have, or shall hereafter make, any other insurance on the property hereby insured, or any part thereof, without the consent of the Company written hereon, or if the above-mentioned premises shall be occupied or used so as to increase the risk, or the risk be increased by the erection or occupation of neighbouring buildings, or by any means whatever within the control of the assured, without the assent of this Company endorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night; or if the property be sold or transferred, or any change take place in title or possession (except in case of succession by reason of the death of the assured), whether by legal process, or judicial decree, or by voluntary transfer, or conveyance; or if this Policy shall be assigned before a loss, without the consent of the Company endorsed hereon, or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep gunpowder, fireworks, nitro-glycerine, phosphorus, saltpetre, nitrate of soda, petroleum, naphtha, gasoline, benzine, benzole or benzene varnish, or keep or use camphene, spirit gas, or any burning fluid or chemical oils, or other articles subject to legal restrictions, without written permission in this Policy, then, and in every such case, this Policy shall be void.

2. This insurance does not apply to or cover jewels, plate, watches, musical or scientific instruments (pianofortes in dwellings excepted), ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture-frames, sculpture, casts, models, or curiosities, unless particularly specified in this Policy. This Company shall not be liable by virtue of this Policy for any loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for loss or damage by fire happening during the existence of any invasion, foreign enemy, rebellion, insurrection, riot, civil commotion, military or usurped power, or martial law, within the country or locality in which the property insured is situated, unless proof be made to the satisfaction of the Directors that such loss or damage was not occasioned by, or connected with, but occurred from a cause or causes independent of the existence of such invasion, foreign enemy, rebellion, insurrection, riot, civil commotion, military or usurped power, or martial law. And this Policy does not cover loss or damage occasioned by or through any earthquake or hurricane; nor goods destroyed or damaged while undergoing any process by which the application of fire heat is necessary; nor any loss in or on buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire; nor loss resulting from any neglect or deviation from the laws or regulations of the Police, where such exist; nor any loss caused by the explosion of gunpowder, or any explosive substance; nor by lightning or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion, or lightning.

3. If a building shall fall, except as a result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine.

4. If the interest of the assured in the property be any other than the entire, unconditional, and sole ownership of the property, for the use and benefit of the assured, or if the building insured stands on leased ground, unless the lease be perpetual, it must be so represented to the Company, and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage, or in trust or on commission, must be so described and declared at the time of effecting such insurance, and must be separately and specifically insured, otherwise this Policy will not extend to cover such property.

5. The best endeavours of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured. The use of general terms, or anything less than a distinct, specific agreement, clearly expressed and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

6. In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, whether valid or not valid, and whether concurrent with this Policy or otherwise, the assured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the assured holding any other Policy in this or any other Company on the property insured, or any part thereof, subject to the conditions of average, this Policy shall be subject to average in like manner.

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Company.

Kerosine.—The use of refined kerosine oil when of the standard of 110 degrees Fahr. quality, for lights only in stores and dwellings is permitted, provided the same be drawn and the lamps filled and trimmed by daylight only, and without the use of artificial light.

Gas.—The generating or evaporating within the building, or contiguous thereto, of any substances for a burning gas or the use of gasoline and similar fluids for lighting, is prohibited under this Policy, unless permitted in writing hereon.

Fences and other Yard Fixtures, also Store Furniture and Fixtures, are not covered by insurance on the building, but must be separately and specifically insured.

Glass Doors and Windows, when plates are of the dimensions of three square feet and more, are not covered by this Policy unless separately and specifically insured.

Frescoed Work, or gilding on walls or ceilings, is not covered by insurance on the building, but must be separately and specifically insured.

Builders' Risk.—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers or other mechanics in building, altering, or repairing the premises named in this Policy, will vitiate the same unless permission for such work be endorsed in writing hereon, excepting in dwelling-houses only, where five days are allowed in any one year for incidental repairs without notice or endorsement.

And it is hereby understood and agreed by and between this Company and the assured that this Policy is made and accepted in reference to the foregoing terms and conditions, which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

THIS POLICY SHALL NOT BE VALID UNLESS COUNTERSIGNED BY THE DULY AUTHORISED AGENT OF THE SAID ROYAL INSURANCE COMPANY, AT Richmond Va.

In Witness whereof, We, Two of the Directors of the said Company, by our authorised Attorneys, have hereunto set our hands and have caused the Common Seal of the said Company to be hereunto affixed. Dated at BALTIMORE, this 1st day of Nov in the year of our Lord one thousand eight hundred and 1899 and issued there.

Countersigned at Richmond Va.
this 1st day of Nov 1899
H. Shireford Agent

A. Duncan
John Fox
DIRECTORS.

By their Attorneys, Proud & Campbell Agents to the said Company.

This Policy is not transferable or assignable for purposes of collateral security, but in all such cases it is to be made "Payable in case of loss," etc. by endorsement on its face. In case of actual sale and transfer of title, the form subjoined may be used, which must be executed and approved at the time of said transfer.

For Value Received, *hereby transfer all right, title and interest*
in the within Policy to *of*
Entered and approved
Agent.

For Value Received, *hereby transfer all right, title and interest*
in the within Policy to *of*
Entered and approved
Agent.

RECEIPT FOR CANCELLATION.

Received of the Royal Insurance Company of Liverpool the sum of
Dollars Return Premium, in consideration of which this Policy is hereby cancelled and surrendered to the Company.

No. 2005653,
Expires Jan. 1st, 1881

ROYAL



Insurance Company
OF LIVERPOOL.

Invested Assets, over \$19,000,000
In United States, over \$2,500,000

Assured *C. J. Hayden Adams*
of J. F. Carroll, dec'd
Amount Insured, = \$1900 -
Premium, = = = \$2275

PROUD & CAMPBELL, Managers,
BALTIMORE DEPARTMENT.
Embracing MARYLAND, District of COLUMBIA, VIRGINIA, and
NORTH CAROLINA.

Issued at *Richmond Va.* Agency.
St. Sumnerford Agent.

The Imperial
Fire Insurance Company
(Of London.)
Established 1803.

The Northern
Assurance Company
(Of London.)
Established 1836.

United States Offices, New York.

Imperial,
No. 101166

Fire Policy.

Northern,
No. 101166

Sum Insured, { Imperial, \$ 975-
Northern, \$ 975-

Premium, { Imperial, \$ 9²⁵
Northern, \$ 9²⁵

Whereas, *C. B. Hayden, Administrator of J. J. Carroll dec'd*

(hereinafter called the Insured,) has paid to and among the undersigned Insurance Companies, (hereinafter called these Companies,) in proportion to the amounts hereinafter signed by them, the sum of *Seventeen* Dollars,

for insuring against loss or damage by Fire the property hereinafter described in the several sums following, viz.:

Seventeen Hundred and Fifty Dollars to wit:
1250. On the two story frame and shingled dwelling house
250. On the 1/2 story frame and shingled kitchen 45 feet East of said dwelling
100. On the one story frame and shingled Smoke House 100 feet South East of said dwelling
150. On the 1/2 story frame and shingled Tenant House 90 feet South West of said dwelling
100. On each of the two 1/2 story frame and shingled Tenant Houses West and South West
of said dwelling. All situated about one mile from Smith field, Isle
of High County, Va.

Now, these Companies hereby respectfully agree with the insured, (but subject to all of the conditions and stipulations of this Policy which constitute the basis of this insurance,) each for itself alone, in proportion to and up to the amount hereinafter signed by it, that if the property above described, or any part thereof, shall be destroyed or damaged by Fire at any time between noon of the *eight* day of *January* 18*82* and noon of the *eight* day of *January* 18*82*, or at any time afterwards, so long as the insured or his representatives in interest shall duly pay to these Companies, and they shall accept, in the proportions aforesaid, the sum required for the renewal of this Policy, these respective Companies will, out of their respective capital stock and funds, pay or make good all such loss or damage, to an amount not exceeding in respect of the several matters above specified the sum set opposite thereto respectively, (unless previously allowed by endorsement hereon,) and not exceeding in the whole the sum of *Seventeen Hundred and Fifty* Dollars.

Provided always, and it is hereby declared and agreed, that these respective Companies shall not be liable to make good any loss or damage by Fire which shall happen or arise by any invasion, foreign enemy, insurrection or civil commotion, or by any lawful military power, or by any usurped power, or by any person or persons engaged or concerned in any riot, or in notorious resistance to the authority of magistrates, or to any other lawful authority, or by any explosion, earthquake or hurricane, and any such loss or damage shall be taken to be excepted out of this insurance.

Provided always, and it is hereby expressly agreed and declared, and the true intent and meaning hereof is, that the capital stock and funds of the Imperial Fire Insurance Company shall alone be answerable to the demands thereupon under this Policy, and that no member of that Company shall, upon any account or pretense whatsoever, be subject or liable to any demands against the same Company beyond his share of the capital stock or funds of the said Company, and which share is set opposite to his signature to the Deed of Settlement establishing the said Company, or mentioned in some other deed, referring thereto, and declaring him to be a member thereof, anything contained in this Policy to the contrary notwithstanding. And further, it is hereby agreed that the capital stock and funds of the Northern Assurance Company shall alone be liable to answer and make good all demands under or by virtue of this Policy, and that no shareholder or member of that Company shall be liable to any such demand, nor be in anywise charged or chargeable by reason of this Policy beyond the amount unpaid on his or her shares in that Company.

Conditions and Stipulations of this Policy.

1. If an application, survey, plan or description of the property herein insured, or of the building or premises containing the property herein insured, is referred to in this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property insured, or the building or premises containing the property insured, or any omission to make known every fact material to the risk, or any over-valuation, or any misrepresentation whatever, either in a written application or otherwise, or if the assured shall have, or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of these Companies written hereon, or if the above-mentioned premises shall be occupied or used so as to increase the risk, or shall be or become vacant or unoccupied, without notice to, and consent of, these Companies in writing, or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the assent of these Companies endorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or any change take place in title or possession, whether by legal process or judicial decree, or voluntary transfer or conveyance; or if this Policy shall be assigned before a loss, without the consent of these Companies endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep gunpowder, fireworks, nitro-glycerine, phosphorus, saltpetre, nitrate of soda, petroleum, naphtha, gasoline, benzine, benzole or benzine varnish, or keep or use camphene, spirit gas, or any burning fluid or chemical oils, petroleum or any of its products, or celluloid, or any articles manufactured therefrom, without written permission on this Policy, then, and in every such case, this Policy shall be void. Kerosene oil for lights in dwellings excepted, provided lamps are filled and trimmed by daylight only.

2. This insurance does not apply to or cover jewels, plate, watches, musical or scientific instruments (piano-fortes in dwellings excepted), ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture-frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy. These Companies shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power, nor for any loss where fires are used in buildings unprovided with good and substantial brick or stone chimneys, or where stove-pipes are carried through the exterior walls, windows, or roofs of the building; nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance; nor by lightning, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning; nor when the fire is caused by a fall of the building or any part thereof, except such falling be the result of a fire; nor for any loss of or upon merchandise in show-windows, where the fire originates from, or is caused by the lights in such windows, or the lighting thereof.

3. If a building shall fall, except as the result of a fire, all insurance by these Companies on it or its contents shall immediately cease and determine.

4. If the interest of the assured in the property be any other than the entire, unconditional and sole ownership of the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to these Companies, and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on Storage must be separately and specifically insured.

5. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, these Companies will not be liable for damage caused by such failure; and there can be no abandonment to these Companies of the property insured.

The use of general terms, or anything less than a distinct, specific agreement, clearly expressed and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

6. In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of these Companies no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; (and it is hereby declared and agreed that in case of the assured holding any other Policy in these Companies, or either of them, or in any other Company, on the property insured, subject to the conditions of average, this Policy shall be subject to average in like manner.)

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Company.

7. This insurance may be terminated at any time at the request of the assured, in which case these Companies shall retain only the customary short rates for the time the Policy has been in force. The insurance may also at any time be terminated at the option of these Companies, on giving notice to that effect, and refunding or tendering to the insured, or to the person who may have procured this insurance to be taken by these Companies, a ratable proportion of the premium for the unexpired term of the Policy.

8. Persons sustaining loss or damage by fire, shall forthwith give notice of said loss to these Companies, and as soon thereafter as possible render a particular account of such loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portion of all Policies thereon, also the actual cash value of the property and their interest therein, for what purpose and by whom the building insured, or containing the property insured, and the several parts thereof, were used at the time of the loss, when and how the fire originated, and shall also produce a certificate under the hand and seal of a Magistrate or Notary Public (nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured), stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has, without fraud, sustained loss on the property insured, to the amount which such Magistrate or Notary Public shall certify. The assured shall, if required, submit to an examination or examinations under oath by any person appointed by these Companies, and subscribe to such examinations when reduced to writing, and shall also produce their books of account and other vouchers, and exhibit the same for examination at the office of these Companies, and permit extracts and copies thereof to be made. The assured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property which was covered by this Policy, damaged or not damaged, for examination to any person or persons named by these Companies; and as a part of the preliminary proofs of loss, the assured shall, if the claim be for building destroyed or damaged by fire, procure the duly verified estimate in detail of some reliable and responsible builder as to the actual cash value of said building immediately before said fire, or the damage to same by said fire, and if requested to do so, shall furnish these Companies with correct plans and specifications of the buildings destroyed, or exact copies thereof, which shall be duly verified by the oath of the assured, which shall be attached to and form a part of such proofs.

When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made, and furnished to these Companies, of the whole, naming the quantity, quality, and cost of each article. The amount of sound value and of damage shall then be ascertained by appraisal of each article by competent persons (not interested in the loss as creditors or otherwise, nor related to the assured or sufferers), to be mutually appointed by the assured and these Companies; their report, in writing, to be made under oath before any Magistrate or other properly commissioned person, and to form part of the preliminary proofs herein required; one-half of the appraiser's fees to be paid by the assured. These Companies reserve the right to take the whole or any part of the articles at their appraised value.

In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the entire and sole ownership, the names of the respective owners shall be set forth, together with their respective interests therein. If this Policy is made payable, in case of loss, to a third party, or held as collateral security, the proofs of loss shall be made by the party originally insured, unless there has been an actual sale of the property insured. All fraud or attempt at fraud, by false swearing or otherwise, shall cause a forfeiture of all claims on these Companies, and each of them, under this Policy.

In case any difference shall arise concerning the amount of any loss or damage, whether to real or personal property, after proof thereof has been received in due form, such difference shall, at the written request of either party, be submitted to impartial arbitrators, mutually agreed upon, whose award, in writing, shall be binding upon the parties as to such amount, but such award shall not decide any question as to the liability of these Companies, or either of them, under this Policy. And it shall be optional with these Companies to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time, giving notice of their intention so to do within sixty days after receipt of the proofs herein required; and the assured shall, if required, furnish plans and specifications of the buildings destroyed or damaged, duly verified by the oath of the assured, for the purpose of enabling these Companies to decide whether or not to repair, rebuild, or replace; and for the use of these Companies in case they shall elect to do so.

The cash value of property destroyed or damaged by fire shall in no case exceed what would be the cost to the assured at the time of the fire, of replacing same; and in case of the depreciation of such property, from use or otherwise, a suitable deduction from the cash cost of replacing shall be made, to ascertain the actual cash value, and in no event shall the insured recover a sum larger than the cost of rebuilding (in case of total loss), or repairing (in case of partial loss), the building lost or injured, in the same manner, of the same material, and like the one injured or destroyed.

When property insured by these Companies is damaged by a removal from a building in which it is exposed to loss by fire, the damage shall be borne by the insured and these Companies in such proportion as the whole sum

[OVER]

The Imperial Fire Insurance Company

(Of London.)
Established 1803.

The Northern Assurance Company

(Of London.)
Established 1836.

United States Offices, New York.

Imperial,
No. 101366

Fire Policy.

Northern,
No. 101366

Sum Insured, { Imperial, \$ 975.
Northern, \$ 975.

Premium, { Imperial, \$ 975.
Northern, \$ 975.

Whereas, Mrs. Julia Carroll Widow & Diannah S. Carroll her at Law of Geo. T. Carroll.

(hereinafter called the Insured,) have paid to and among the undersigned Insurance Companies, (hereinafter called these Companies,) in proportion to the amounts hereinafter signed by them, the sum of Twenty Five Dollars,

for insuring against loss or damage by Fire the property hereinafter described in the several sums following, viz.:

\$1250 On the two story frame and shingled dwelling house.
250 On the 1 1/2 story frame and shingled kitchen 45 feet East of said dwelling.
100 On the one story frame and shingled smoke house 100 feet South East of said dwelling.
150 On the 1 1/2 story frame and shingled Tenant House 90 feet South West of said dwelling.
100 On each of the two 1 1/2 story frame and shingled Tenant Houses West & South West
of said dwelling, all situate about one mile from Smithfield, Isle of Wight
County, Virginia.

Now, these Companies hereby respectfully agree with the insured, (but subject to all of the conditions and stipulations of this Policy which constitute the basis of this insurance,) each for itself alone, in proportion to and up to the amount hereinafter signed by it, that if the property above described, or any part thereof, shall be destroyed or damaged by Fire at any time between noon of the Eighth day of January 18 82 and noon of the Eighth day of January 18 83, or at any time afterwards, so long as the insured or his representatives in interest shall only pay to these Companies, and they shall accept, in the proportions aforesaid, the sum required for the renewal of this Policy, these respective Companies will, out of their respective capital stock and funds, pay or make good all such loss or damage, to an amount not exceeding in respect of the several matters above specified the sum set opposite thereto respectively, (unless previously allowed by endorsement hereon,) and not exceeding in the whole the sum of Twenty Five Dollars.

Provided always, and it is hereby declared and agreed, that these respective Companies shall not be liable to make good any loss or damage by Fire which shall happen or arise by any invasion, foreign enemy, insurrection or civil commotion, or by any lawful military power, or by any usurped power, or by any person or persons engaged or concerned in any riot, or in notorious resistance to the authority of magistrates, or to any other lawful authority, or by any explosion, earthquake or hurricane, and any such loss or damage shall be taken to be excepted out of this insurance.

Provided always, and it is hereby expressly agreed and declared, and the true intent and meaning hereof is, that the capital stock and funds of the Imperial Fire Insurance Company shall alone be answerable to the demands thereupon under this Policy, and that no member of that Company shall, upon any account or pretense whatsoever, be subject or liable to any demands against the same Company beyond his share of the capital stock or funds of the said Company, and which share is set opposite to his signature to the Deed of Settlement establishing the said Company, or mentioned in some other deed, referring thereto, and declaring him to be a member thereof, anything contained in this Policy to the contrary notwithstanding. And further, it is hereby agreed that the capital stock and funds of the Northern Assurance Company shall alone be liable to answer and make good all demands under or by virtue of this Policy, and that no shareholder or member of that Company shall be liable to any such demand, nor be in anywise charged or chargeable by reason of this Policy beyond the amount unpaid on his or her shares in that Company.

Conditions and Stipulations of this Policy.

1. If an application, survey, plan or description of the property herein insured, or of the building or premises containing the property herein insured, is referred to in this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation or occupancy of the property insured, or the building or premises containing the property insured, or any omission to make known every fact material to the risk, or any over-valuation, or any misrepresentation whatever, either in a written application or otherwise, or if the assured shall have, or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of these Companies written hereon, or if the above-mentioned premises shall be occupied or used so as to increase the risk, or shall be or become vacant or unoccupied, without notice to, and consent of, these Companies in writing, or the risk be increased by the erection or occupation of neighboring buildings, or by any means whatever within the control of the assured, without the assent of these Companies endorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated, without special agreement endorsed on this Policy; or if the property be sold or transferred, or any change take place in title or possession, whether by legal process or judicial decree, or voluntary transfer or conveyance; or if this Policy shall be assigned before a loss, without the consent of these Companies endorsed hereon; or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee, or otherwise, be not truly stated in this Policy; or if the assured shall keep gunpowder, fireworks, nitro-glycerine, phosphorus, saltpetre, nitrate of soda, petroleum, naphtha, gasoline, benzene, benzole or benzine varnish, or keep or use camphene, spirit gas, or any burning fluid or chemical oils, petroleum or any of its products, or celluloid, or any articles manufactured therefrom, without written permission on this Policy, then, and in every such case, this Policy shall be void. Kerosene oil for lights in dwellings excepted, provided lamps are filled and trimmed by daylight only.

2. This insurance does not apply to or cover jewels, plate, watches, musical or scientific instruments (piano-fortes in dwellings excepted), ornaments, medals, patterns, printed music, printed books, engravings, paintings, picture-frames, sculpture, casts, models or curiosities, unless particularly specified in this Policy. These Companies shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft at or after a fire; nor for money or bullion, bills, notes, accounts, deeds, evidences of debt, or securities of property of any kind; nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion, or military or usurped power, nor for any loss where fires are used in buildings unprovided with good and substantial brick or stone chimneys, or where stove-pipes are carried through the exterior walls, windows, or roofs of the building; nor in consequence of any neglect or deviation from the laws or regulations of police, where such exist; nor for any loss caused by the explosion of gunpowder, or any explosive substance; nor by lightning, or explosions of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning; nor when the fire is caused by a fall of the building or any part thereof, except such falling be the result of a fire; nor for any loss of or upon merchandise in show-windows, where the fire originates from, or is caused by the lights in such windows, or the lighting thereof.

3. If a building shall fall, except as the result of a fire, all insurance by these Companies on it or its contents shall immediately cease and determine.

4. If the interest of the assured in the property be any other than the entire, unconditional and sole ownership of the property, for the use and benefit of the assured, or if the building insured stands on leased ground, it must be so represented to these Companies, and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the assured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on Storage must be separately and specifically insured.

5. The best endeavors of the assured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, these Companies will not be liable for damage caused by such failure; and there can be no abandonment to these Companies of the property insured. The use of general terms, or anything less than a distinct, specific agreement, clearly expressed and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

6. In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the assured shall be entitled to recover of these Companies no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; (and it is hereby declared and agreed that in case of the assured holding any other Policy in these Companies, or either of them, or in any other Company, on the property insured, subject to the conditions of average, this Policy shall be subject to average in like manner.)

Re-insurance, in case of loss, to be settled in proportion as the sum re-insured shall bear to the whole sum covered by the re-insured Company.

7. This insurance may be terminated at any time at the request of the assured, in which case these Companies shall retain only the customary short rates for the time the Policy has been in force. The insurance may also at any time be terminated at the option of these Companies, on giving notice to that effect, and refunding or tendering to the insured, or to the person who may have procured this insurance to be taken by these Companies, a ratable proportion of the premium for the unexpired term of the Policy.

8. Persons sustaining loss or damage by fire, shall forthwith give notice of said loss to these Companies, and as soon thereafter as possible render a particular account of such loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portion of all Policies thereon, also the actual cash value of the property and their interest therein, for what purpose and by whom the building insured, or containing the property insured, and the several parts thereof, were used at the time of the loss, when and how the fire originated, and shall also produce a certificate under the hand and seal of a Magistrate or Notary Public (nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured), stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has, without fraud, sustained loss on the property insured, to the amount which such Magistrate or Notary Public shall certify. The assured shall, if required, submit to an examination or examinations under oath by any person appointed by these Companies, and subscribe to such examinations when reduced to writing, and shall also produce their books of account and other vouchers, and exhibit the same for examination at the office of these Companies, and permit extracts and copies thereof to be made. The assured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property which was covered by this Policy, damaged or not damaged, for examination to any person or persons named by these Companies; and as a part of the preliminary proofs of loss, the assured shall, if the claim be for building destroyed or damaged by fire, procure the duly verified estimate in detail of some reliable and responsible builder as to the actual cash value of said building immediately before said fire, or the damage to same by said fire, and if requested to do so, shall furnish these Companies with correct plans and specifications of the buildings destroyed, or exact copies thereof, which shall be duly verified by the oath of the assured, which shall be attached to and form a part of such proofs.

When personal property is damaged, the assured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made, and furnished to these Companies, of the whole, naming the quantity, quality, and cost of each article. The amount of sound value and of damage shall then be ascertained by appraisal of each article by competent persons (not interested in the loss as creditors or otherwise, nor related to the assured or sufferers), to be mutually appointed by the assured and these Companies; their report, in writing, to be made under oath before any Magistrate or other properly commissioned person, and to form part of the preliminary proofs herein required; one-half of the appraiser's fees to be paid by the assured. These Companies reserve the right to take the whole or any part of the articles at their appraised value.

In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the entire and sole ownership, the names of the respective owners shall be set forth, together with their respective interests therein. If this Policy is made payable, in case of loss, to a third party, or held as collateral security, the proofs of loss shall be made by the party originally insured, unless there has been an actual sale of the property insured. All fraud or attempt at fraud, by false swearing or otherwise, shall cause a forfeiture of all claims on these Companies, and each of them, under this Policy.

In case any difference shall arise concerning the amount of any loss or damage, whether to real or personal property, after proof thereof has been received in due form, such difference shall, at the written request of either party, be submitted to impartial arbitrators, mutually agreed upon, whose award, in writing, shall be binding upon the parties as to such amount, but such award shall not decide any question as to the liability of these Companies, or either of them, under this Policy. And it shall be optional with these Companies to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time, giving notice of their intention so to do within sixty days after receipt of the proofs herein required; and the assured shall, if required, furnish plans and specifications of the buildings destroyed or damaged, duly verified by the oath of the assured, for the purpose of enabling these Companies to decide whether or not to repair, rebuild, or replace; and for the use of these Companies in case they shall elect to do so.

The cash value of property destroyed or damaged by fire shall in no case exceed what would be the cost to the assured at the time of the fire, of replacing same; and in case of the depreciation of such property, from use or otherwise, a suitable deduction from the cash cost of replacing shall be made, to ascertain the actual cash value, and in no event shall the insured recover a sum larger than the cost of rebuilding (in case of total loss), or repairing (in case of partial loss), the building lost or injured, in the same manner, of the same material, and like the one injured or destroyed.

When property insured by these Companies is damaged by a removal from a building in which it is exposed to loss by fire, the damage shall be borne by the insured and these Companies in such proportion as the whole sum

[OVER]

insured bears to the whole value of the property insured, of which proof in due form shall be made by the claimant; and until sixty days after the proofs, declarations, certificates, and vouchers are produced, and examinations, appraisals, and arbitration had, as herein required, the loss shall not be payable.

9. This insurance, the risk not being changed, may be continued for such further time as shall be agreed on, provided the premium therefor is paid and endorsed on this Policy, or a receipt given for the same, and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing; but in case there shall have been any change in the risk, either within itself or by neighboring buildings, not made known to these Companies by the assured at the time of renewal, this Policy and renewal shall be void.

10. It is a part of this contract that any person other than the assured, who may have procured this insurance to be taken by these Companies, shall be deemed to be the agent of the assured named in this Policy, and not of these Com-

Gas.—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under this Policy, unless permitted in writing hereon.

Fences and other Yard Fixtures, also Store Furniture and Fixtures, are not insured under this Policy, unless separately and specifically mentioned.

Frescoed Work or Gilding on walls or ceilings is not covered by insurance on the building, but may be separately insured. Plate-glass doors and windows, when the plates are of the dimensions of nine square feet or more, are not covered by this Policy, unless separately and specifically insured.

Builders' Risk.—The working of carpenters, roofers, tinsmiths, gas-fitters, plumbers, or other mechanics, in building, altering or repairing the premises named in this Policy, will vitiate the same, unless permission for such work be endorsed in writing hereon, except in dwelling-houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

And it is hereby understood and agreed, by and between these Companies and the assured, that this Policy is made and accepted in reference to the foregoing terms and conditions, which are hereby declared to be a part of this contract, and are to be used and resorted to in order to determine the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for in writing.

panies, or either of them, under any circumstances whatever, or in any transaction relating to this insurance; and the payment of the premium to any person or persons other than the authorized Agents of these Companies, is at the risk of the assured.

11. It is furthermore hereby expressly provided and mutually agreed, that no suit or action against these Companies, or either of them, for the recovery of any claim by virtue of this Policy, shall be sustainable in any Court of Law or Chancery, until after an award shall have been obtained, *fixing the amount of such claim in the manner herein provided*, nor unless such suit or action shall be commenced within twelve months next after the fire shall occur; provided, however, that the time consumed, after the selection of arbitrators in the arbitration of any claim under this Policy, shall not be accounted a part of such twelve months; and should any suit or action be commenced against these Companies, or either of them, after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary, notwithstanding.

In Witness whereof, the Imperial Fire Insurance Company, and the Northern Assurance Company, have caused these presents to be signed by their Resident Manager at New York, acting under power of attorney, but the same shall not be binding until countersigned by the duly authorized agent at **Richmond, Va.**

\$ 975 that is to say Nine Hundred & Seventy Five Dollars for the Imperial Fire Insurance Company,

\$ 975 that is to say Nine Hundred & Seventy Five Dollars for the Northern Assurance Company,

Countersigned at Richmond Va. this Seventh day of January 18 82
R. D. Alliger Resident Manager.
H. Swineford Agent.

Please read your Policy and its Conditions.

Imperial Fire Insurance Company,
(Established 1803).
No. 1 Old Broad Street, London.

Northern Assurance Company,
(Established 1830).
No. 1 Moorgate Street, London.

Representing 23,000,000 Dollars.

United States Offices:
New York.

Board of Reference:
Edward M. Archibald, Esq., C. B., H. N. M. Canal General, Chairman.
Edward S. Jeffery, Esq., of E. S. Jeffery & Co.
Richard Irving, Esq., of J. Borman Johnston & Co.
J. Borman Johnston, Esq., of J. & J. Stuart & Co.
James Stuart, Esq., of J. & J. Stuart & Co.
Joseph W. Drexel, Esq., of J. S. Kennedy & Co.
Levi P. Morton, Esq., of J. S. Kennedy & Co.
John S. Kennedy, Esq., of J. S. Kennedy & Co.
A. Grace King, Esq., of J. S. Kennedy & Co.
Andrew V. Stout, Esq., of J. S. Kennedy & Co.

Resident Manager,
R. D. Alliger, Esq.
Bankers,
The National Shoe & Leather Bank.

Fire Policy.
Imperial Fire Insurance Company,
(Of London,) No. 101366.

Northern Assurance Company,
(Of London,) No. 101366.

Location Street Bright Co. Va.
Amount \$ 1950 Premium, \$ 19.50
Expires January 8th 1883
At Noon.

H. Swineford,
Agent,
Richmond, Va.

For Value Received, _____ hereby transfer, assign and set over unto _____ and _____ executors or administrators all _____ title and interest in this Policy, and all advantages to be derived therefrom.

Witness _____ hand, this _____ day of _____ 18 _____

Assented to, this _____ day of _____ 18 _____

Agent.

Received, _____ 18 _____
from the Imperial and Northern Insurance Companies,
_____ Dollars,
being in full for return premium under this Policy, which is hereby
cancelled and surrendered.

Year.	Mo.	Day.

Date of Cancellation, - - - - -
" " Policy, - - - - -
Time in Force, - - - - -
Premium Paid, - - - - - \$ _____
" Earned, - - - - - \$ _____
" Returned to assured, \$ _____

Whereas by a decree of the Circuit Court of Isle of Wight County, Virginia, pronounced on the 21st. day of October 1875 in the two Causes in Chancery in said Court, depending between R. F. Groce and others, Plaintiffs, and J. B. Whitehead's Administrator and others, Defendants and O. C. Goodrich and others, Plaintiffs and A. G. Shivers' Executor and others Defendants, it was decreed and ordered that John R. Kilby (who was appointed Special Commissioner for that purpose) proceed to sell the real estate of which Algernon A. Whitehead died seised and possessed, subject to the dower therein of Elvira Whitehead widow of said Algernon A. Whitehead as now laid off, and on the terms and conditions named in said decree; And whereas said Commissioner, John R. Kilby, in pursuance of said decree did, on the first day of November 1875, advertise the said real estate for sale as directed and did, on the 7th. day of February 1876, sell the same at public auction before the Courthouse door of said County (the day of sale being County Court day); And whereas at said sale, said land was purchased

by Nathaniel F. Young, he being the highest bidder, for the sum of four hundred and forty dollars, which said real estate consists of a tract of land situated in said County and containing one hundred and sixty five acres, more or less, and twenty one acres, more or less, all bounded by the lands of A. J. Cofer, W. W. Cofer and J. D. Cofer (A. J. Cofer & Co.), Wm. W. Jordan, John Tynes (col.) and the land of J. B. Jordan's heirs, (called the Gwaltney land) and by the main road from Smithfield to Hardy's mill: And whereas of the said sum of \$440.⁰⁰, the said Nathaniel F. Young paid in cash the sum of \$50.⁰⁰, and then executed his three several Bonds for the residue of said sum of \$440.⁰⁰ in equal installments of \$130.⁰⁰ each, (with N. F. Young as his security), payable one, two and three years after date: And whereas by a further decree of said Court pronounced on the 21st. day of October 1876 in said causes, it was decreed and ordered that said John R. Kilby, as Commissioner aforesaid, collect of the said Nathaniel F. Young, the said three Bonds each for \$130.⁰⁰ and all interest thereon:

And whereas said Commissioner, John R. Kilby, in pursuance of said last named decree, did collect the two ~~first~~ of said Bonds which first matured and departed this life leaving the third of said Bonds uncollected: And whereas by a further decree of said Court pronounced on the 20th. day of October ^{in said cause} 1879, Wilbur J. Kilby was appointed a Special Commissioner to collect the third of said Bonds and to make to said Nathaniel F. Young a deed with special warranty in the usual form conveying said land to him: And whereas said Nathaniel F. Young has paid said third Bond and all interest due thereon to said Wilbur J. Kilby, as Commissioner aforesaid:

This Deed, therefore, made this 5th. day of January 1880 between said Wilbur J. Kilby, as Commissioner aforesaid of the one part and said Nathaniel F. Young of the other part, Witnesseth: That in consideration of the premises and in execution of the last aforesaid decree, the said Wilbur J. Kilby, as Commissioner aforesaid, doth grant with special warranty unto the said Nathaniel F. Young and his heirs and assigns forever the parcel of

land above-described, subject to the
dower therein of said Elvira Whitehead
as now laid off, and together with
all and singular the appurtenances
belonging to the same.

Witness the following signature and seal,
Wilbur J. Kilby, Commissioner. 

In the clerk's office of the County
Court of Isle of Wight County, the 5th
day of January, 1880, this deed from W. J.
Kilby, Commissioner, to N. P. Young, was
admitted to record upon the subseal
and grant of said Kilby, before me.

Teste, 

Wilbur J. Kilby, Comm'r.

To } Deed.

Nathl. F. Young.

Jan'y. 5th 1880.

At Ky. & a. 1880.

Recorded in D. 13.

No. 45. page. 195

To the circuit court of

Isle of Wight county Virginia

The undersigned reports to the court
that pursuant to the decree of said
court made the 31st Oct. 1875 in the
cause of Groce vs. Whithead vs. and
Goodrich vs. Shivers also he proceeded
to advertise the land of Algernon C.
Whithead decd. for sale subject to
the dower of Mrs. Elvira Whithead the
widow of said Algernon C. Whithead
decd. therein as laid off by commission
by whose report has been been furnished
a filed in this cause, and did on the
5th day of December 1875 offer the said
land for sale on the terms of said
decree before the County House door
of Isle of Wight Co. being court day
where no bid was made high enough
to comply with the law, & accordingly
your commissioner withdrew the
land from sale. Thereupon your
commissioner again advertised the
said land & did on the first Monday
in January 1876 being court day
offer the said land to wit 205
acres & 21 acre adjacent, as already
by your Commissioner report of March
15th 1870, for sale on the terms of

said decree, as no bid being made
 high enough to comply with the
 law no sale was made. That your
 Commissioner again advertised the
 said land, as did on the 7th day of Febry.
 1876 being court day, again offer
 for sale the said land, on the terms
 of said decree, when Nathaniel F.
 Young became the highest bidder for
 the same at the price of Four thousand
 \$4,000.00
 of which the said Nathl. F. Young
 paid } \$50.00

\$3900.00

and executed three bonds
 with Nathl. F. Young security
 all dated 4th Feby 1876 and
 payable 1 2 3 years after
 date with interest from date
 and which are filed herewith
 each for \$130.00

\$390.00

The sum received as above for it \$50.00
 has been paid out as follows.

To 5 percent com ^r on \$300	\$1.50
" 2 do on \$140	2.80
" paid C. M. Morrison surveyor,	10.00
" " clerk's fee	0.29

To paid Suffolk Herald work	\$8.00	
" " L. C. Edwards coin	5.00	\$47.09
cash in court hands.		2.91

1876 April 30

Respectfully submitted
John C. Hibby

acopy:

Teste, A. P. Young att

Green et al.

as. } In clm.

Whitehead et al.

Cop. Rpt. of sale
of a. a. Whitehead
land.

"

Exhibit

2

Greene vs. Whitehead

^{Ans}
Goodrich vs. Shivers

These causes came on again to be heard on the papers formally read and on the scire facias issued in these causes against Rob. H. Tyner admr. of Henry L. Tyner decd. which have been returned duly executed and he failing to make defence, it is ordered that these causes hereafter be proceeded on against the said Rob. H. Tyner as admr. of said Henry L. Tyner decd. and the said causes also came on to be heard on the report of commissioner Geo. A. Atkinson made pursuant to the decree of the Ct. term 1874 of this court made in said causes, and on the report of asst. W. C. Farrar, Robert T. Crick and C. G. Spratley, made pursuant to the decree of Ct. term 1875 of this court assigning leave to Mrs. Elmina Whitehead upon the 2^d report of payments by John A. Kibby comr. under the decree of this court of the 1st Oct. 1874, and on the report of said Kibby comr. made under the decree of Ct. term 1875 of this court to which reports there is no exception. Ans was argued by counsel

On consideration whereof the court doth
confirm, the said reports, my doth adjudge
order my decree that R. H. Tyner, agent
of Henry C. Tyner doth pay to the said
John P. Kirby comr. as aforesaid the sum
\$2494.38 with interest on \$22797¹/₂ part
thereof from the 8th Feb^y 1875 (being the amt.
reported in said comr. Albensons said report
correct & in which the court adopts as the
correct statement) my that the said John
P. Kirby Comr. as aforesaid out of
said sum of money pay any accounts
yet remaining unpaid, & then pay
the residue payable to the several claim-
ants mentioned in the report of payments
#2 above referred to made by said comr.
Kirby, after deducting the payments
made on the same as appears by said
last named report, and make report to court.

✓ And the court doth further adjudge order
my decree, that the said John P. Kirby
comr. as aforesaid, proceed to sell
at auction before the court house
door of Sal of High County
on some court day the following
✓ lands of which Algenon Whitehead
did said my possessor, subject to the
dower as laid off by said report,

✓ of said county Young, Dick & Brothers
and the survey annexed to the same
to wit: A tract of land in said
county called the "Home Tract" of 165
acres more or less, and a parcel
✓ of land of 91 acres more or less
adjacent to the E. B. Whitehead land
which tract of 165 acres adjoins the
lands

on a credit of one two and three years
with interest from date (except the
expenses of sale which will be cash)
taking from the purchaser bond
and good security, with waiver
of homestead and returning the
title to said land till ordered to
be made having first advertised
the same at the court house door
of said county and other places
in said county by printed hand bills
for at least fifteen days and in some
newspaper adjoining thereto twice a
week for three weeks and make report
to court

Geo. R. Kelly com.

a cpy.

Test, A. P. Young clk.

Gave to
n. 3 chv.

Whithead to

Cip Dean for sale
of a.a. whithead
Lond.

=

Exp Whit

1/1

Know all men by these presents, that
whereas Lafayette Hammons Trust
and William P. Moore by their certain
deed bearing date on the thirteenth
day of April A D Eighteen Hundred
and Seventy Six, duly recorded in the
Clerks office of the County Court of the
County of Isle of Wight in the State of
Virginia did convey unto Virginus
Henn and Alberta E. Henn of the
County last aforesaid, "all that
certain piece and parcel of land
lying and being in the said County
of Isle of Wight, known as the Whitehead
Tract, containing by estimation
three hundred and fifty acres,
bounded as follows; lying in the
said County of Isle of Wight on the
road leading from Smithfield to
the Court House of said County
and bounded on the North by said
road; West by the land formerly
belonging to George T. Atkinson to the
West fork of the Great Spring Run;
thence down said run by said Atkinson
land to the junction of the two forks of
said Run; thence up the Southern fork
of said Run by the said Atkinson land
to the said Atkinson line; thence along

Said line to John Tynes line, thence
along said John Tynes line to George T
Petins line; thence along Nelson's line to
Scotts Factory Road; thence up said
Road to its junction with the road
aforesaid leading from Smithfield to
Fire & Night Court House; And whereas
the said Virginia Warren and
Alberta E Warren by their certain deed
bearing date on the twelfth day of February
A. D. Eighteen Hundred and Seventy Seven
duly recorded in the clerks office of the
county last aforesaid did convey the
aforesaid tract of land unto A. P. Young
as trustee, to secure to the Farmers
and Merchants Savings Bank, Smith-
field Virginia, the payment of certain
Notes, in said deed of trust mentioned
and all Notes in renewal thereof;
And whereas the said Virginia
Warren and Alberta E Warren by
their certain deed bearing date on
the first day of July A. D. Eighteen
Hundred and Seventy Seven, duly
recorded in the clerks office of the
county last aforesaid, conveyed
unto John F Whitley of said county,
a portion of the tract of land aforesaid
containing by estimation four acres

bounded and described in said last named deed as follows: "Beginning on the main road from Smithfield to the Court House of said County of Giles of Wight, where the said land joins the track formerly belonging to George A. Atkinson, thence down said road seventy yards to a stake; thence $35\frac{1}{2}^{\circ}$ South east along a line of marked trees to the river, which divides the said land from that formerly owned by said George A. Atkinson, thence up said river to the said Atkinson's former line; thence along said line to the point of corner thereto; which track of land is the southwestern end of the tract known as the Whitehead tract, purchased by the said parties of the first part of Lafayette Harmanson on the thirteenth day of April in the year one thousand eight hundred and seventy six." And whereas the said Alberta E. Wrenn has departed this life intestate leaving the said Virginia her sole heir at law, whereby the said Virginia Wrenn has become the sole owner of the tract of land aforesaid conveyed to the said Virginia and Alberta E. by the deed aforesaid of Harmanson and.

Moore subject to the aforesaid conveyance
of a part thereof to said John F. Whitley;
And whereas the said Virginia Wrenn
has fully paid off the Notes secured by
the deed of trust aforesaid and the
debt of said deed discharged in full
as is evidenced by the journal in this
deed of the said Farmers and Merchants
Savings Bank, and N P Young Trustees;
And whereas George T. Carroll has
paid unto the said Virginia Wrenn
the sum of Four Thousand Dollars
the receipt whereof is hereby acknowl-
edged, in full of the purchase money of the
tract of land conveyed by the said deed
of Harmanson and Moore, subject to
the conveyance of the four acres part
thereof as aforesaid to the said John
F. Whitley; Now we the said N P Young
Trustees as aforesaid, and the said
Farmers and Merchants Savings Bank
of Smithfield, Virginia do hereby respec-
tively with special warranty and the
said Virginia Wrenn with general
warranty grant unto the said George
T. Carroll all that certain tract
a parcel of land aforesaid conveyed
by the deed aforesaid of Harmanson
and Moore, subject to the aforesaid

conveyance of four acres, part thereof to said
John F. Whitley, to wit Three Hundred
and Forty Six Acres be the same more
or less, part of the aforesaid tract convey-
ed by the aforesaid deed of Harmonson
and Moore, bounded as described
in said last mentioned deed, except as
said boundary is altered by the aforesaid
conveyance to John F. Whitley, to have
and to hold the said tract of land, with
its appurtenances unto the said George
T. Canoll his heirs and assigns forever.
And the said Virginia Warren
covenants to and with the said George T.
Canoll that he has the right to convey
the said land to the said grantee; that
he is lawfully seized in fee of said land;
that he has done no act to encumber the
said land; that the said grantee
shall have quiet possession of said land
free from all encumbrances, and that
he the said Virginia Warren will
execute such further assurances of
the said land as may be requisite.

In testimony whereof the said N.P.
Young Trustee as aforesaid and the
said Virginia Warren have hereunto
set their hands and affixed their seals
and R. R. Chapman President of said

Farmers and Merchants Savings Bank
has hereto set his hand, and affixed
the Corporate Seal of said Farmers and
Merchants Savings Bank, Smithfield
Virginia this First day of January A^d
Eighteen Hundred and Seventy Nine.

J. Wrenn Cash
J. P. Young, Trustee Seal
R. R. Chapman Pres. Seal
Farmers & Merchants Savings Bank

State of Virginia:

Isle of Wight County, to wit:

J. C. B. Hayden

a Notary Public
for the County aforesaid do certify that -
J. P. Young, R. R. Chapman Presidents
of the Farmers & Merchants Savings Bank
Smithfield V^t, whose names are signed
to the writing hereto annexed, and
to which writing the said Presidents
has in my presence affixed the Corporate
Seal of said Bank, bearing date on the
First day of January A^d Eighteen
Hundred and Seventy Nine, have
acknowledged the same before me
in my said County.

Given under my hand this 30th
day of January A^d 1879.

C. B. Hayden
Notary Public

Deer

7. Over the
 8. of the
 9. of the

Feb. 3 - 1899. Red.
and O. Red.

Carroll's grand. 5.
" 3. Chief.
Carroll's adu. 17.

Exhibit A

Recorded at D. B.
No. 244. P. 726.

Tax on deed \$1.00
 Fee for recording 1.25
 Paid \$2.25
 N. S. Grayson

Abstract from Deed to Geo.
T. Leavelle from Martin W.
Hearn and Bro.

A Deed from M.W. & B.W. Hearn
to Geo. T. Leavelle dated 29th of
March 1848, and recorded 6th of
January 1849. for a certain
piece or parcel of land lying
in the County of Isleswright
and being the tract of land
known as the "Cantabulum
Land", containing 70 acres more
or less, adjoining the lands of
Bubin Jones, Geo. T. Carroll and
which was conveyed to the said
M.W. and B.W. Hearn by deed
from John W. Wiley and wife.

An abstract.

Teste.

W. A. Edwards Deft
V. P. Younger

Heaven New. 1820.

Abstract
from the

Carroll's

Carroll's Gen. &
n. 3 Chap.

Carroll's admt. & al.

Exhibit - C

Pen. for 40

Abstract from Deed.

A Deed from L. B. Hayden
Cinn. to Geo. T. Barner dated
29th of April 1871. and recor-
ded June 5th 1871. for 429 acres
of land subject to the title of
dower in one half thereof of
Mary A. Bray wife of Jno. W. Bray
situated the same being, lying
in County of Wright, adjacent
to the lands of Mrs. Garrison
on the North, Berbin Jones on
the East, of the former lands
of B. J. Bray on the South, and
of Sarah Jones on the West,
being the same land conveyed
to A. L. Deek & J. W. Bray by deed
from Jas. M. Jordan bearing
date Decr. 24th 1860. and sold to
said Geo. T. Barner in the suit
of Ryan and Diemuth
et al, against A. L. Deek
and J. W. Bray under

Deem of May 1840.
valued on the Land Book
at \$1287⁰⁰

An abstract

Test.

W. L. Edwards Secy
N. O. Younger

How are Ann.

To } Abstract
of } from the

the D. L. L. L.

Carroll's Edw.

" 3' Chap. 3'
Carroll's ad. 1840

Exhibit D

For copy 200

I certify that the value of the personal
property of George E. Carroll decd, which
came into the hands of C. B. Hayden
his administrator as shown by the
inventory & appraisement of the same in
the Clerk's office of Isle of Wight county
court, is \$1856.74.

Teste J. P. Young J. C. C.

I certify that the account of sales of
of the chattels estate of George E. Carroll
decd including the value of the household
furniture made by C. B. Hayden admin-
istrator of said Carroll and approved in the
Clerk's office of Isle of Wight county court
amounts to the sum of \$11,141.58

Teste

J. P. Young J. C. C.

Carroll gene. vol.

or. $\frac{1}{2}$ to Chap.

Carroll Gene. volume
at 04.

Table C,

In the Court of Court of Isle of Regent
Court at the 1st day of April 1879

On the motion of John Wilson for
he is appointed guardian of the person
of the said (Cousin) of George
Carnall and that the said
said guardian be and he is to be
and shall be bound together with
John Wilson in his capacity, and the
penalty of \$2000.00 with conditions
according to law. And it is ordered
to be so entered.

Respectfully
John Wilson
J. P. Spring 1879

Carroll's grand, etc.,

2
3
4
5

Chy,

Carroll Geo T &

and

Egth "B"

In the county court of Schofield
County - the 7th day of April, 1879.

On the motion of L. B. Hayden (and with
the consent of the widow) who made
oath, and together with Julia Barrell
his security by H. P. Young her
Attorney in fact, entered into and
acknowledged a bond in the sum
of \$2000 with conditions according
to law, certificate of administrators
is granted him on the estate of L. B.
Barrell decd. in due form of law,
And that said bond be recorded.

Henry

Teste.

H. P. Young att
by W. A. Edwards S. G.

Wilson Gen. P.

ss. } clay.

Canolls adm. stat.

Eggt. A.

Certif. of gulfs. of

C. P. Hayden as adm.

of Geo. T. Canolls

In 1859

J. B. Whitehead is assessed with

303. Fruit-Hill

45 hzles 6h

50 adj. Griffin

85 Ballantrae

6 adj. Allison

25 Mackin S.

And in 1859 A. A. Whitehead

is assessed with

21 acres near W. P. Jordan's
mill

78 near Smithfield

165- adjoining W. P. J

60 " "

In 1860 J. B. Whitehead is assessed with

303, 45, 50, 85, 6, 25-

And in 1860

A. A. Whitehead is assessed with

21, 78, 165, & 60

In W land book of 1860

J. B. W. 320 45, 50, 85, (6 shares

he 16. " This should be 320

acres, altered in 1861

In 1861 J. B. W

320. " 17 acres added by purchase of

same. 45, 50, 85, 16, 25-

In 1861 A. A. W

21 near W. P. J. 78, 165, 60

78 wrong, changed - it is changed to

J. B. Whitehead, G. R. A. + W. Babble in
different parcels to each. By informal
-ump from J. B. Whitehead

In 1862 J. B. W.

320. 45. 50. 85. 16. 21

In 1862 A. A. W.

21 near W. P. J

165 adjoining same

60 Smiths

The 78 is stricken out

On the 14th day of September 1844

A. Atkinson + others sold to

A. A. Whitehead 40 acres in Scotts

Factory Road, bounded as follows" by

the lands of J. B. Whitehead, Margaret At-

kinson, L. Swaetney and the main

road leading from Smithfield to Scotts Factory

See Deed Book 36 p 263

On the 7th of September 1849 A. A. White-

head + Elvira his wife for \$130.94 sold

to Levi Swaetney 18⁹⁹/₁₀₀ acres" com-

mencing at a sycamore on the road, thence

down the road to a red oak on Parkers &

Reynolds line &c

See Deed Book 38 p 31

On the 7th of November 1853 Bat
Lighthouse sold to A. A. Whitehead
165 acres bounded by the lands of W
P. Jordan, Pagan Creek & on "South
by the lands of John Gwaethney"
See D. B. 38 p 486

Eliza W. Cook on the 27th day of May 1845—
sold to A. A. W. 78 acres of land ad-
jacent to the lands of J. B. Wheeler &
R. A. & J. B. Gale

D. B. 36 p 355—
on the next day May 28th 1845—
A. A. W. sells 48 of the same to
Jordan Wamble & 10 to Merit W. Wamble

And on the 19th of Nov: 1846

Jordan Wamble & wife sell to J. B. W
the same 48 acres

W. H. Jordan & wife on May 25th 1849
sell to J. B. W. 16 acres being remain-
der purchased of ~~James~~ J. R. A. bounded on
the South by the lands of John Jones on W & N
by lands of G. R. A. & on East by lands of J. B.
W.

And on

August 1st 1866 J. B. Whitehead

conveyed to Jno: E. Adams Justice

" The Plantation whereon I now reside
lying on the road leading from Smithfield
to the E. H. of said county bounded on the
N. by the said road, West by the lands of
G. R. A. to the West Fork of the Great Spring
Run, thence down the said run by said
Atkins line land to the junction of the
two forks of said run, thence up the S
fork of said line by said Atkins line
land, thence along said line to Jno
Tynes line, thence along said line to
G. F. Helms line, thence along Helms
line to Scotts Factory Road.

210 99
 15
 27

in Sep: 7th 1849

210
 19
 21

A. A. Whitehead & Edna Whitehead
 for H 130 94 sub to Sir Swallow
 18 acres commencing at a sycamore
 on the road, thence down the road to a
 red oak in Parker & Reynolds line

Jordan Wampler & Catherine his wife
 in Nov 19th 1846 sub to J. B.
 W. the 48 as bounded in the
 deed of A. A. W. to J. W.

W. H. Jordan & wife in May 25th 1849
 sub to J. B. W. 16 acres, being re-
 mainder purchased of J. H. A. bound
 ed on the South by the lands of J. W.
 Tynes, on West & N. by lands of
 J. R. A. & on East by lands of J. B.
 W.

D. B. 38
 n 39

Sir Swallow in May 3rd 1850
 conveyed to A. A. Whitehead a tract of
 18⁹⁹/₁₀₀ bounded as follows: commencing
 at a sycamore on the road, thence down
 said road to a Red Oak in Parker & Rey-
 nolds line & on as subd to him
 in Trust to secure H 74 91 & 2 B W

But Lightfoot on 7th November
1853 sold to A. A. Whitehead 165
acres bounded by lands of W. P. J.
Pagan Creek & on "front by lands of John
Gwaltney".

J. B. Whitehead To Adams
Muster August - 1st. 1866 Deed
B 40 A 608

"The plantation whereon I now reside
lying on the road leading from Smithfield
to the C. H. of the County - bounded on the
N. by said road, West by the land of
G. R. A to the W. fork of Great Spring
Branch, thence down the said run by
said Atkinson's land to the junction of
the two forks of said run, thence up the
S. fork of said run by said Atkinson's
land, thence along said line a few
fingers line, thence along said line to
Harris line, thence along Harris line
to Scotts Factory line

Young

Heim

1859

J. B. Whitehead

303 Farm - Hill
45- W. P. Church
50 and Grafton
85 Ballance Marsh
6 Adj. in. A. H. in
25 Marsh n. Smith

A. A. Whitehead

21 near W. P. J.
and near
78 near Smith
165 adj. in. W. P. J.
60 " " "

1860
West land
books of

J. B. W.

303 - 45 - 50 - 85 - 6 - 25 -

A. A.

21 - 78 - 165 - 60

1860
in 2d vol

J. B. W.

320 - 45 - 50 - 85, (6 should be

167) This should be 320 acres
allotted in 1861

1861

21 - 78 - 165 - 60

1864

J. B. W.

320

" 17 acres added by request of
owner, 45 - 50, 85 - 10 - 25 -

"

A. A. W. 21 near W. P. J. - 78, 165, 60 -

78 - wrong, changed, - it is changed

to J. B. Whitehead, & R. A. - W.

Both in different parcels & each

By information from J. B. Whitehead

1862

J. B. W.

320

~~45~~

45-

50,

85-

16

,

25-

1862

a. a. Whitehead

21 near W. P. J. -

165- adjoining Samuel

60 Shurtz

(The 18 is struck out -)

A. Atkinson & others to a. a. Whitehead
Deed Sep 14th, 1844 - 410 acres in
Scotts Factory Road

D. B. 36 h 263

bounded as follows by the land of J. B.
Whitehead Man Street Atkinson & -
Swallowey & the main Road leading
from Shurtzfeld to Scotts Factory

Eliza W. Cooke to a. a. w May 27th
1845 - 78 acres adjacent to the
landing of J. B. W. G. R. & J. B.
Gale &

D. B. 36

h 355-

and a. a. w on May 28 1845 - sells to
Jordan W. 48 acres by estimation &
on same day sells to Men W.
unblow 10 acres more or less

Wilson guardian
v

Carroll et al

This cause came on this
day to be again heard on the papers former-
ly read and on the report of John Wilson
guardian of Maria S. Carroll of per-
ments made under the decree herein of
April ^{terming date June 28th, 1889} June 1889, to which no exceptions
are filed and was argued by counsel: On
consideration whereof the court doth
confirm the same, and nothing fur-
ther remaining to be done in this Cause
it is ordered that it be removed from the
docket.

Wilson John

v

Barrett et al

Rough Draft

To be enclosed

~~October Term 1887~~

C. W. J.

Nov 21, 1890

Entered. No. 1.

) C. W. J.

Wilson guardian

Carroll et al

This cause came on this day to be again heard on the papers formerly read and on the report of George R. Atkinson Commissioner bearing date March 22^d 1889 filed herein April 1st 1889 to which no exceptions are filed and was argued by counsel: On consideration whereof the Court confirming the said report doth adjudge order and decree that John Wilson guardian of Diana S. Carroll after paying the unpaid costs of this ~~inclusion of a part of the same and interest to R. S. James as suit~~ pay over to the administrator of Georgiana Wilson the sum of \$2513.72 ^{thereon} with interest from June 28th 1887, to himself the sum of 1256.86 ¹/₄ cents with interest thereon from the same date and to Mary A. Barr and the sum of \$1256.86 ¹/₄ with interest thereon to the same date and the sum due to the administrator of Diana S. Carroll and make report to Court.

Wilson, guardians

n

Carroll et al

Rm 22 Decm

Aprie 1889

To be entered

C. M. Hill

Entire # 11

Wilson guardian

v

Carroll et al

This cause came on this day to be again heard and on the papers formerly read and on the report of John Wilson guardian of D. S. Carroll of the ^{balance} investment of the money that was deposited in The Marine Bank of Norfolk Virginia to the credit of this cause under the decree heretofore made the April Term 1887 arising from the sale of infants land & of the death of D. S. Carroll, his ward which report bears date October 5th 1888 to which no exceptions have been filed and was argued by counsel: On consideration whereof the Court confirming the said report with adjudge, order and decree that the said John Wilson guardian of the late D. S. Carroll withdraw the bonds of J. O. Thomas for \$5000 - bearing date on May 16th 1887 payable three years from date from the papers in this suit - on his filing his receipt with the clerk of this Court for the same and collect the same on maturity or before if he shall collect - and that his sister Mary Ann Barrow, formerly Mary Ann Wilson and himself are entitled to the money proceeds of the said

and the court do further adjudge and decree that one of the commissioners of this court do ascertain and report to the court who are entitled to the money so withdrawn from the Marine Bank, and invested.

Wilm, for

v

Garrett et al

Rank Decm

~~April~~ 1888

To be enclosed.

~~Copy of~~

~~Oct 21 1888~~

C. W. Price

Oct 29, 1888

Entered #29

bond of the said J. D. Thomas. And the Court
doth further order and decree that the
share of the said Mary Ann Barlow in
the said bond be paid over to her person-
ally and individually or that it be em-
ployed for her ^{by the said John Thomas, her broker} as she may order and di-
rect.

Wilson guardian
v

Carroll et al

This cause
came on this day to be again
heard on the papers formerly
read and on the report of R. S.
Thomas special commissioner
in of the collection of the last-
purchase bond of Mr. W. H. Carr
and of the making of the deed
to him for the tract of land
purchased by him, which report
is dated April 1st 1887 and filed
herein April 8th 1887 and to
which no exceptions are filed
and was argued by counsel:
On consideration, whereof the
court doth advise, order, and
Decree that John Wilson
guardian of Diana S. Car-
roll collect of and from the
Marine Bank of Norfolk
Va the balance remaining
in the said bank to the credit
of this suit, ^{and after paying out of the same the unpaid costs of this} ~~and~~ leave to
reinvest the same in the
said bank to his credit as soon

Suit - be closed here

Wilson found v

Carroll et al

Rough Decur

April June 1887

To be enclosed

CMKee

Endris

2016

+ the same on Ample & in the corner
New color secured by David of Great-
as the

of Diana S. Barzee
and if not deposited in bank he may loan
other wise and elsewhere and
the same ~~capital~~ ~~edge~~ ~~secured~~ ~~by~~ ~~Deputy~~ ~~Trust~~ ~~for~~
may deliver the interests of his
word requires not have to
report his action to this com.
for its confirmation.

Wilson guardian
v

Carroll et-al

This cause came on
this day to be again heard on the papers
formerly read and on the report of ^{R. S. Thomas} ~~of~~ ^{Special Commissioner of Collection}
under the Decree of October Term 1883
and of Deposit of the same in the Marine
Bank of Norfolk Virginia and of pay-
ment made to Julia W. Carroll under
Decree of April Term 1885 filed herein
on the 9th day of October 1886 to
which report no exceptions are filed.
and was argued by Counsel: On consid-
eration whereof the Court confirms and
confirms the said report, and the Court
further adjudge order and Decree
that R. S. Thomas who is hereby ap-
pointed a Special Commissioner for
the purpose collect of and from the
Marine Bank of Norfolk, Virginia
the interest due on the fund on hand
to the credit of this cause and pay the
same over to John Wilson guardian
of D. S. Carroll. But the said R. S.
Thomas shall not execute this Decree
until he shall have given bond before
the clerk of this Court in the penalty of
Ten Hundred Dollars with good
security conditioned for the faithful
performance of his duty as Commissioner
under this Decree.

Wilson Grant⁴³
✓

Carroll et al
Rough Decree
October Term 1886
To be entered

Geo. B. Low,
3

Entered
14.

Wilson Guardian

v

Carroll et al

This cause came
on this day to be again heard on the
papers formerly read and on the re-
port of R. S. Thomas Special com-
missioner of collections and depos-
its to the Marine Bank of Norfolk
Virginia filed herein March 31st
1886 and was argued by counsel:
On consideration whereof the court
doth adjudge order and decree that
the said report to which no excep-
tions are filed be confirmed

Wilson grandeur
v. Deem
Canard - ar

April June 1886

To be filed

Geo. Blow.
17

48

Entered Oct. 20

Wilson Guardian

v

Canvass et al

This cause came on this day to be again heard on the papers formerly read, on the report of R. S. Thomas, Special Commissioner, and on the report of G. R. Atkinson, Commissioner, on the Petition of N. F. Young this day with drawn on the statement and argument of parties and was argued by counsel; On consideration whereof the Court confirming the report of R. S. Thomas and overruling so much of the report of G. R. Atkinson Commissioner as relates to the ownership of the 21 acres of land in the said Petition of N. F. Young mentioned it being conceded that the 20 acres mentioned in the report of Commissioner Atkinson is not the 21 acres that ~~belonged~~ was bought by N. F. Young, with adjudge order and decree that R. S. Thomas, who is hereby appointed a Special Commissioner in that purpose, collect of and receive from The Marine Bank of Norfolk Virginia out of the fund in that Bank to the credit of this cause the sum of \$ 1984. 89 Nineteen Hundred and Eighty four dollars and Eighty nine cents \$1 with interest on \$1783.71 Seven hundred and Eighty three dollars and seventy one cents from October 20th 1884 till paid. And the said R. S. Thomas, Special Commissioner

misconduct as aforesaid shall not ^{be} ~~be~~ ^{bound} ~~be~~
before this decree put in by shall enter in a
subscribed and sufficient security in the sum of
\$4000 conditioned according to law
for the faithful performance of his duties
under this decree or any other decree
herein

Se

Wilson for

13

Carroll et al

Recd Dec 2

April Term 1883-

So be ordered

Geo. B. Brown,
Clerk

Wilson \$400.

Wilson's friend
v

Carroll & Co

This cause came on this day to be again heard in the papers formerly read, and on the report of G. R. Atkinson Commissioner, and of R. S. Thomas Special Commissioner both filed herein on October 8th 1854 & which exceptions are filed and the Court now having in the same dock adjudged and decreed that R. S. Thomas who is hereby appointed a special commissioner for the purpose collect & receive of and from the Marine Bank of Norfolk Virginia the interest-accrued on the sum or sums of money deposited with it to the credit of this cause and pay $\frac{1}{2}$ of the same to John W. Carroll & $\frac{1}{2}$ of the same to John Wilson Jr guardian of Francis S. Carroll and by answer of all parties given in open Court & here entered & read it is ordered that this cause be submitted to the judge of this Court for decision in vacation. But - the said R. S. Thomas shall not collect the said money aforesaid of the said Marine Bank of Norfolk Va until he shall have given bond in the penalty of \$300 before the clerk of this Court for the faithful performance of his duty under this decree

Wilson John

r

Barrett et al

Ralph Dean

October Term 1884

It be entered

Geo. Blow.

Entered No 25.

In the circuit court of Ishoff Wright
County, Octo. 22^d. 1883.

John Wilson guardian of ^{the} ~~the~~ ³/₄ In ch.

C. B. Hayden admr. of Geo. W. ³/₄ Defs.
Carroll, Julia W. Carroll & ³/₄

"And the Court doth further adjudge
order and decree that if said R. S.
Thomas special commissioner shall
find that the said C. B. Hayden
withdrew from the Farmers Merchants
Savings Bank the sum of \$118.74 &
\$515.96, & \$546.18 and \$30.73, and
deposited the same as he was required
to do, and that he left the interest
on the said sums in the said Bank
to be paid ¹/₃ to Julia W. Carroll the
widow of George S. Carroll & ²/₃ to John
Wilson Jr. guardian of G. S. Carroll
that he withdraw the said interest
from the said Bank and pay the
same over to the said Julia W. Carroll
and John Wilson Jr. guardian of
said G. S. Carroll."

Extract from record.

Teste,

A. D. Young clk

Wilson Gov.
v. 3 In ch.

Carroll's adm. & ch.

Extract from decm.
For Tamm & Marshall.
Savings Bank at
Southfield.

The bond required
by decm to be ex-
ecuted by R. S.
Thomas Comd. has
been duly executed.

Test
A. P. Young etc.

~~John~~
Mrs. Wilson ~~dis~~ mandam of Justice Canada

G.T. Canada adms

This came came on this
day to be again heard on the papers formerly
read and on the report of R. S. Thomas Special
Commissioner under the decree of the ~~Att~~
April Term, 1883 to which report there are
no exceptions and was agreed by counsel;
on consideration ^{confirming the said report} whereof the Court doth
adjudge order and decree that the said R.
S. Thomas be and that he is hereby is appoint-
ed a special commissioner to collect of
the said M. W. Hearn the purchase
of the Whitehead Farm his three sev-
eral bonds each for \$1800. or payable
respectively in one, two, & three years from
date with interest from that date, viz
December 4th 1882 with J. W. Stalling
& J. R. Jones as his sureties on their
maturity ^{should pay over to the said} or before, and on their pay ment
in full make to the said M. W. Hearn
a good and sufficient deed in fee sim-
ple with special warranty for the said
Whitehead Tract, and the Court doth further
adjudge order and decree that the said R.
S. Thomas special commissioner as afore-
said report to the Court has for the sale
C. B. Hayden had executed the decree herein
of April Term 1882 and that if he shall
find that the said C. B. Hayden met -

+ of the sum of D. S. Carroll and of his share in English
 - 1/3 part of the said sum of money were to
 - said as above mentioned in the Marine Bank of New
 York Va the sum of \$118.74 + \$615.96 +
 \$646.18 + \$30.73 and deposited the same
 as he was required to do, and that he
 left the interest on the said sum in
 the said Bank to be paid 1/3 to Julia
 W. Carroll the widow of George T.
 Carroll + 2/3 to John Wilson jr
 guardian of D. S. Carroll that he
 with draw the said interest & pay 1/3 of
 the same over to the said Julia W.
 Carroll and 2/3 to the said John Wilson jr
 as guardian of the said D. S. Carroll
 and that he should be discharged by
 taking the receipts of the parties thereto
 and return the same with his report
 of his proceedings under this decree.
 and the said Julia W. Carroll having consented
 in her answer that the same should be
 done & free from her claim to have therein on
 condition that she be compensated out of the pro-
 ceeds of sale by the payment absolutely of a sum
 of money as an equivalent of said dower in ac-
 cordance with the statute in such cases made
 and provided or that 1/3 of the proceeds be in-
 vested and the interest paid her for life "the Court
 doth adjudge order and decree that one of the
 commissioners report to this Court what
 sum of money the said Julia Carroll is en-
 titled to absolutely in lieu of her dower and
 as the equivalent thereof & whether she

Thomas who is hereby appointed a special commissioner to sell the said land of D. S. Carroll and pay it as aforesaid, 1/3 to said Julia W. Carroll and 2/3 to John Wilson jr guardian of D. S. Carroll

of the said Bank

from the Farmers & Merchants Savings
 Bank the sums of \$118.74 + \$615.96 +
 \$646.18 + \$30.73 and deposited the same
 as he was required to do, and that he
 left the interest on the said sum in
 the said Bank to be paid 1/3 to Julia
 W. Carroll the widow of George T.
 Carroll + 2/3 to John Wilson jr
 guardian of D. S. Carroll that he
 with draw the said interest & pay 1/3 of
 the same over to the said Julia W.
 Carroll and 2/3 to the said John Wilson jr
 as guardian of the said D. S. Carroll
 and that he should be discharged by
 taking the receipts of the parties thereto
 and return the same with his report
 of his proceedings under this decree.
 and the said Julia W. Carroll having consented
 in her answer that the same should be
 done & free from her claim to have therein on
 condition that she be compensated out of the pro-
 ceeds of sale by the payment absolutely of a sum
 of money as an equivalent of said dower in ac-
 cordance with the statute in such cases made
 and provided or that 1/3 of the proceeds be in-
 vested and the interest paid her for life "the Court
 doth adjudge order and decree that one of the
 commissioners report to this Court what
 sum of money the said Julia Carroll is en-
 titled to absolutely in lieu of her dower and
 as the equivalent thereof & whether she

elects to take the said sum as the ~~equid-~~
amount of her dower or whether she elects to
have $\frac{1}{3}$ of the ^{net} proceeds to be invested for her
life with the right to draw & to receive the ~~sum~~
~~and~~ the interest thereon But the said

R. S. Thomas official bond misnomer
as aforesaid shall not execute this
~~bond~~ ^{deed} until he shall have entered
into good and sufficient bond in the
clerk's office of this Court - in the penalty
of five hundred dollars conditioned
for the faithful performance of his
duties under this or any future
decree herein

Wilson's guardian

v

Canoe at - at.

Rough Decm

Octo.

April June 1883

To be entered

Geo. B. Low.

Entered Oct 21

Wilson, for

v

Carrolls admr

This cause in which
it is suggested that since the last term
herein, ^{the late} C. B. Hayden, special com-
missioner herein has departed this
life came on this day to be again heard
on the papers formerly read and was ar-
gued by Counsel: On consideration
whereof the Court doth adjudge, order
and decree that R. S. Thomas be appoin-
ted special Commissioner in the place
and stead of C. B. Hayden deceased, and
that he report to a future term of this
Court ~~how far~~ how far the said C. B.
Hayden executed the decree herein
of the April Term of this Court in 1882

Wilson John
V. Deane
Canoe

April Term 1883

To be entered

Geo. Brown.

Entered 9

Wilson Idm of Canoll

vs

Canoll's Adm et als

This cause this day
came on to be again heard on the papers
formally read & on the Report of C B Hayden
of Collection, Payment & Disbursement under the
decrees herein of April & October Terms
1880, & April Term 1881, this day filed
was argued by counsel, on considera-
tion whereof the Court confirming said
Report, to which no exceptions were
filed doth adjudge order & decree

that the clerk of this Court deliver
to C B Hayden on his filing his receipt
therefor the Bond of Geo J. Velms & Geo
K. Velms for \$300.00 - for rent of
Whitehead farm for 1882, ^{payable Jan 1 - 1883} returned
with his report - of a said which Bond
the said C B Hayden is hereby authorized &
required to collect & the proceeds
thereof pay as follows: 1/3 to Julia W
Canoll the widow of Geo J Canoll & 2/3d
to Jno Wilson for Guardian of E S Canoll
And the Court doth further adjudge
order & decree that Commissioner C B
Hayden subject to the decree of the
Whitehead Farm for 1882, execute

But if said sale should prove
unsuccessful he shall rest to the
same publicly or privately at his
discretion & in said proceedings or
hereafter -

the former decree of sale herein of said
farming - And the court doth further adjudge
order & decree that the Clerk of this court
deliver to C B Hayden on his filing his
Receipt therefor the four certificates of the
Cashier of the F M S Bank respectively
for \$118.74; \$618.96; \$644.18 & \$30.73 -
returned of him with his report of said
which certificates he is hereby authorized &
less interest - accrued in Bank
required to collect & the proceeds thereof
he shall deposit in the Marine Bank
of Norfolk, ~~subject to the future order~~
of the court herein: $\frac{1}{3}$ of said interest
he shall pay to the said said Julia
H Canoll & $\frac{2}{3}$ to the said John Wil-
son Jr. ^{as directed} - For the payments herein direct-
ed he shall take the receipts of the
parties & for said deposits the Certifi-
cate of the Cashier of said Bank &
return the same with his report
to Court of his proceedings under
this decree -

Wilson Edm
Canoll -
Canoll ¹⁴ Edm
State -

Rough Clear
April Term 1882
To be entered -

Geo. Brown, J.


(Entered 2)

20

In the Circuit Court of Isle of Wight
County, Octo: 2nd 1886.

Wilson, Guardian,

Plff.

vs. } In Chanc.

Canoll et als.

Defts.

This cause came on this day to be
again heard on the papers formerly
read, and on the report of W. S. Thomas,
Special Commissioner, of further
collection under the decree of October
Term, 1883, and of deposit of the same
in the Marine Bank of Norfolk,
Virginia, and of payment made to
John W. Canoll under decree of
April Term, 1885, filed herein on the
9th day of Octo: 1886, to which report
no exceptions are filed, and was argued
by Counsel. - On consideration whereof
the Court doth confirm the said
report, and the Court doth further
adjudge, order and decree that W. S.
Thomas, who is hereby appointed a
special Commissioner, for the purpose
collect of and from the Marine Bank
of Norfolk Virginia, the interest due
on the fund in bank, to the credit of
this cause, and pay the same over to
John Wilson, guardian of W. S. Canoll.

Carrolls Genl.

3 In Chf.

v.

Carrolls admt. et al.

Copy decrees of

act. term 1880.

See of Wright et al.

Security that et al.

Bond required

by their decree

has been executed

Teste,

A. P. Young

But the said R. L. Thomas shall not execute this decree until he shall have given bond before the Clerk of this Court in the penalty of (\$700) three hundred dollars, with good security, conditioned for the faithful performance of his duty as Commissioner under this decree.

2 copy. Teste,

A. P. Young clk

Wilson Guardian &c

v.

Carroll &c

This cause came on this day to be further heard upon the papers formerly read and the petition of Nathaniel F. Young, this day filed by leave of Court, and was argued by counsel:

On consideration whereof the Court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this Court, who is directed to ~~take state and report to Court the following accounts~~ make the following enquiries:

1. Whether or not any portion of the real estate sold to M. W. Kearne under decrees pronounced in this cause, is the property of Nathaniel F. Young, and if so what portions. -
2. If any part of the said real estate is the property of the said Nathaniel F. Young, what would be his equitable proportion of the purchase ^{judges} if he should relinquish his claim to the said real estate. -

All of which the said Commissioner shall take state and report to Court

together with any other matter specially
stated deemed pertinent by himself
or required by any of the parties
interested to be so stated. -

Wilson Edw.

M. D. Drexler

Carroll's Adm. & Co.

To be entered,

Geo. V. Brown

Entered Ch. 30.

in which it is suggested that the defendant Mary Ann Wilson
since the last decree herein has intermarried with one Theophilus
Barrow, it is by consent of the said Theophilus Barrow, ordered
that this suit be carried on against the said Theophilus
Barrow & Mary Ann, his wife & by like consent

Wilson Guardian et als

No

Carroll's Admin et als

This Cause [□] this day came
on to be again heard on the papers formerly
read & on the report of Commissioner Young
under the decree of April term, 1880, & was
argued by Counsel, on Consideration whereof
the Court confirming said report, to which
no exceptions were filed, doth adjudge, order
& decree that R B Hayden who is hereby appointed
Special Commissioner for that purpose shall
proceed to sell, free from all incumbrance of
dower, the said widow ^{having} by her said Ancestry Con-
-sented to such sale, at Isle of Wight Court House
at public auction to the highest bidder
on some Court day, after having given at least
twenty days notice of the time & place of sale by
advertisement at the Court House door of
said County on some Court day previous to the
day of sale & at other public places in said County
& also at his discretion in such newspapers as he may
select, by advertisement once a week for four
successive weeks, the land in these proceedings
mentioned, whereof George T. Carroll died, seized
& possessed in the County of Isle of Wight, &
known as the "Whitehead Farm", containing
by estimation 346 acres, be the same, more
or less, lying on the main road from Smithfield
to Isle of Wight Court House, about 1 mile from
Smithfield, being the same land conveyed to said
George T. Carroll by Virginius Wrenn, N P Young,
Trustee & R R Chapman, President of the Farmers

+ Merchants Savings Bank of Smithfield, by their
 deed, bearing date the 1st day of January, 1879,
 recorded in the Clerks office of the County Court
 of the County of Isle of Wight, Possession ^{to be.} given
 January 1st, 1881, On, a credit of one, two + three
 years in three equal payments, with interest
 from the day of Sale; except so much for cash
 as will pay unpaid Costs of suit + Sale; taking
 for the Credit portion of said sale, three
 bonds in equal amount, payable to himself as
 Commissioner, respectively one, two + three years
 from day of Sale, with interest from date, with
 sufficient security + with waiver of Homestead
 + return the same to Court with his report of
 his proceedings under this decree.

Wilson Guardian
 15
 Carroll's Admorsals

Rough Decree
 October Term, 1880.
 To be entered

Geo B Snow.

(Entered)

Wilson Edm et al

vs

Carroll et al

This cause this day
came on to be again heard on
the papers formally read and
on the report of C. B. Hayden
Commissioner for sale un-
der the decree herein ^{of Oct}
^{to sell} ~~of~~ ¹⁸⁸⁰ of his inability, and
of his consequent renting of the
premises for the year 1881, and
was argued by counsel; on
consideration whereof the Court
confirming said Report to which
no exceptions were filed doth
adjudge order and decree that
the Clerk of this Court, deliver
to C. B. Hayden on his filing
his receipt therefor the lease
returned with said report
which lease he is hereby author-
ized and required to collect
and the proceeds thereof after
paying thereout the unpaid
costs of this suit, pay one third
thereof to ^{the defendant} Julia W. Carroll widow
of George I. Carroll and the re-
maining two thirds to the legal
Guardian of the infant defen-
dant Dianna Southall Car-
roll, taking the receipt of the

parties thereon and return
the same with his report to
Court of his proceedings under
this decree.

And The Court doth further
adjudge order and decree that sub-
ject to the aforesaid leave the
said C. B. Hayden ^{shall} execute the
said decree of sale of Oct
Term 1880.

Wilson Sam
v
Carroll

Rough Decree
April 9 term 1881.
To be entered.
Geo. B. Wood.

Endorsed
13

Nov 2nd 1881. Received of the Clerk of
the Circuit Court of Isle of Wight
County the within named leave
C B Hayden Com.

1 Wilson Edm et als

2 v

3 Carrolls Admr et als

4 This cause this day came on
5 to be again heard on the papers for
6 merely read, on the report of Sale, of
7 Renting & Insurance of C. B. Hayden
8 Commissioner & Administrator, under
9 the decree herein of Oct Term 1879, & on
10 the report of Comr N. P. Young un-
11 der the said decree

12

13 and was argued by counsel; on con-
14 sideration whereof the court confirming
15 said reports & which no exceptions were
16 filed, doth adjudge order & decree that
17 the clerk of this court deliver to C. B. Hay-
18 den on his filing his receipt therefor the
19 two bonds of J. W. Stallings and sureties
20 for \$592.80 each payable respectively
21 1 & 2 years from the 1st day of Dec 1879, with
22 interest from that date; the two bonds
23 of Martha & E Jones wife of J. M. Jones &
24 sureties for \$108.24 each payable respec-
25 tively 1 & 2 years from the 5th day of Jan 1880
26 with interest from that date; & the new
27 bond of R. F. Busby & Timothy Godwin &
28 Junius Wills, W. B. Rouse & Wm. S. Sep-
29 son their sureties for \$300.00 due on the
30 1st day of Jan 1881. & which were re-
31 turned with his report aforesaid

1 which bonds the said C. B. Hayden ^{hereby} is
2 authorized & required to collect on ma-
3 turity or before should payment be ten-
4 dered with full power & authority to col-
5 lect the said rent by Attachment Dis-
6 tress or other summary remedy that may
7 be proper that on the payment by the
8 said J. W. Stallings in full of his two
9 bonds aforesaid the said C. B. Hayden
10 who is hereby appointed Commissioner
11 for that purpose shall execute & deliver
12 to the said J. W. Stallings a good and
13 sufficient deed in fee simple with
14 special warranty for the Home Tract
15 of land of which B. T. Carroll died
16 seized & possessed in the county of Is-
17 of Wight, containing by estimation
18 429 Acres be the same more or less,
19 being the same tract conveyed to said
20 B. T. Carroll by deed from C. B. Hayden
21 Comr in the suit of Ryan & Dilworth
22 vs O. B. Deek & John W. Gray, by deed of
23 April 22nd 1871, subject to the contingent
24 right of dower therein of the wife of said
25 Jno W. Gray should she survive him:
26 & that on the payment in full by the
27 said Martha F. E. Jones wife of L. M. Jones
28 of her two bonds aforesaid the said C. B.
29 Hayden who is hereby appointed Special
30 Commissioner for that purpose shall
31 execute & deliver to the said Martha

1 A.E. Jones wife of L. N. Jones a good and
2 sufficient deed in fee simple with
3 special warranty for the tract of land
4 in these proceedings mentioned, whereof
5 Geo. T. Carroll died seized & possessed in
6 the County of Luzerne of Wright known as the
7 "Carstarphen Tract" adjacent to the lands
8 of Berbin Jones dec'd & Geo T. Carroll's home
9 tract, being the same land
10
11 assessed on
12 the land book as containing 72 Acres
13 but the said land was sold with
14 our reference to the quantity of land
15 & the said Comr. will convey in the
16 same manner. The net proceeds of
17 said Sale Bonds after paying thereout
18 the unpaid costs of said sale & this out
19 in Farmers & Merchants Savings Bank
20 Smithfield & the credit of this suit
21 subject to the future order of the court
22 herein, taking the Certificate of the
23 Cashier of said Bank therefor & return
24 the same with his report to court of his
25 proceedings under this decree. One Third of
26 The net proceeds of said rent bond
27 the said Comr. shall pay to Julia
28 Carroll widow of said Geo T. Carroll &
29 $\frac{2}{3}$ to John Wilson Jr Son of Diana
30 Southall Carroll, taking the receipts
31 of said parties therefor & return the same

[-] C Chapman President of the Farmers & Merchants Savings Bank organized
by themselves bearing date the 1st day of Jan 1878 & 79. recorded in the County
Office of the Co. Ct of the Co of Isle of Wight

1 with his report as aforesaid.
2 And the court doth further adjudge
3 order and decree that C T B Hayden
4 who is hereby appointed Special Com-
5 missioner for that purpose shall offer
6 for sale at public auction to the
7 highest bidder at Isle of Wight C. H.
8 on some court day, after having
9 given at least 20 days notice of
10 the time & place of sale by adver-
11 tisement at the Court House door of
12 said County, on some court day pre-
13 vious to the day of sale (or at other pub-
14 lic places in said county, also at
15 his discretion in such News Paper
16 as he may select by advertisement once
17 a week for four successive weeks the
18 land in these proceedings mentioned
19 whereof Geo T Carroll died seized
20 & possessed in the County of Isle of
21 Wight known as the "Whitehead
22 Farm" containing by estimation 346
23 Acres be the same more or less, lying
24 on the main road from Smithfield
25 to Isle of Wight C. H. about one mile
26 from Smithfield, being the same
27 land conveyed to said Geo T Carroll
28 by J Wrenn & P Young Trustees &c. &c.
29 Possession given January 1st 1881
30 On a credit of 1, 2 & 3 years in
31 three equal payments, with inter-

1 est from the day of sale, except so
2 much for Cash as will pay unpaid
3 cost of suit & sale; Taking for the cre-
4 dit portion of said sale three bonds
5 in equal amount, payable to himself
6 as Comr. respectively 1, 2, & 3 years from
7 day of sale with interest from date, with
8 sufficient security & with waiver of Home
9 stead, & return the same to court with
10 his report aforesaid.)

11 And the court doth further ad-
12 judge order and decree that C. B.
13 Hayden Admr of Geo. W. Carroll pay
14 Jno Wilson In Trm of Diana South-
15 all Carroll \$117.64 with interest
16 from the 6th day of April 1880, until
17 paid & that a commission of
18 this court—ascertain & report let
19 Court whether it would be for
20 the interest of the infant heir of
21 Geo W Carroll deceased Diana
22 Southall Carroll the infant
23 Defendant herein to sell the
24 "Whitehead Farm" in the
25 proceedings mentioned & report—
26 the same to court with any ^{particulars} ~~particulars~~
27 specially stated & heard & permit
28 of him self or agent of the parties
29 to be so stated —
30
31

Wilson San etals

v

Geo D Carroll etals

Rough Decree
April Tenn 1880
To be entered

Geo D Carroll

Entered 30

o on the Answer of Julia W Carroll
widow of said Geo. F. Carroll, this day
filed by consent of the Court

Wilson Isam

vs

Carroll.

This cause in which the Bill is taken for confessed as to the Defendants John Wilson Sr & Georgiana Wilson his wife & C. B. Hayden Administrator of George F. Carroll deceased, on whom process has been duly served, they still failing to appear, plead answer or demurr, came on this day to be heard on said Bill and on the Answers of the Infants Defendants Liana Southall Carroll and Mary Ann Wilson by N. P. Young their Guardian ad litem and on the Answer of said Guardian ad litem, general replication to the ~~Infants~~ ^{said answer} Answer, exhibits filed and examination of witnesses and was argued by counsel, on consideration whereof, the court being of opinion from the evidence in the cause that the interest of the ward Liana Southall Carroll will be promoted by the ^{of a portion} sale of her real estate in these proceedings mentioned, the court doth adjudge order & decree that C. B. Hayden who is hereby appointed a Special Commissioner for that pur-

those proceed to sell free from ^{all} in-
cumbance of dower, the said widow
having by her said Answer consented
to such sale, at Isle of Wight C. H.,
on some Court Day after having
given at least 30 days notice of the
time & place of sale by advertisement
at the C. H. door of said county on
some Court Day previous to the day
of sale on a credit of ~~three years on~~
~~tract No 1~~ of two years ~~on tracts Nos~~
~~2 & 3~~ ^{for tract number 1 & 2} in two ~~three~~ equal payments
respectively, with interest from the
day of sale, except so much for Cash
as will pay costs of suit & sale, the
^{following} lands in these proceedings mentioned
whereof George T. Carroll died seized
& possessed in the said county, to wit,
~~No 1~~ "Whitehead Tract" containing by esti-
mation 346 Acres be the same more or
less lying on the main road lead-
ing from Smithfield to Isle of Wight
C. H., within 2 miles of Smithfield
adjacent to the lands of

the
~~No 2~~ Carstarphen Tract of 70 Acres more or less,
adjacent to the lands of Berbin Jones &

© have account of the value of the dower in
 interest of the widow of Rev. T. Carroll in the proceeds
 of sale of the real estate in these proceedings mentioned

+ The said George T. Carroll, being the
 same tract conveyed to Martin W. Hearn
 B. W. Hearn by Jno W. ^{Wiley} ~~Wiley~~ wife

no Horn. track or 429 - saw man on
app. conveyed to said E. T. (small & dead
of C B Kaden Camp in Myauk & Clunthou & C P
Elephant No 11, subject to the ^{and} consent
right of done therein of the wife of No 11 & of -
should be seen in them

For the credit portion of said sale the said Commissioner shall take bonds with sufficient security and with waiver of the Homestead payable to himself as Commissioner at times corresponding with the credits aforesaid bearing interest from date, which bonds he shall return to court with his report to court of his proceedings under this decree.

And the court doth further ad-
judge Order & decree, that a Com-
missioner of this court take an
account of the transactions of
C. B. Hayden as Administrator of
said Geo. D. Carroll deceased; which
accounts he shall take settle & re-
port to court with any matters
specially stated, deemed pertinent
by himself or required by the parties to be so

Commissary Office

Smithfield February 18th 1889

To John Wilson for guardian of William S. Brown Plaintiff
and

Everett M. Brown and John Wilson for Mrs. Elizabeth Brown
and Mary W. Brown Defendants.

You are hereby notified that I have passed on the 18th day
of March next at my office of record to ascertain and
report to court who are entitled to the money withdrawn
from the Worcester County and invested under the name of
Worcester in 1888 required to be taken by a decree of the Circuit
Court of State of Maryland bearing date and at the October Term
1888 in a certain case in which you are parties, plaintiff and defendant; at which time and
place you are required to attend.

Given under my hand as a commissary in charge of
the said court the day and year first above said

Wm R. Atkinson Commr

Carroll, Garrison
vs

Carroll and others

Carroll's note for
accounts rendered of
October term 1888.

Service of notice ac

cepted

R. S. Thayer atty
for all parties

Smithfield March 22nd 1889

The next process of Sales of Goods represents

Lawrence & Co. to Wm. J. Bayard.

Yours ever affectionate friend Thos

After account drawn from the Mercantile Bank by John Wilson 3666 98
Shall be paid to J. H. Thompson \$5000 as shown by his check 5000 00
Drawing on his hands 666 98

Your account on further finds that the said Henry S. Carroll
died on the 27 day of June 1887 and that Mrs. Mary Ann
Wilson has since died. It therefore reports that John Wilson
the administrator of Henry S. Wilson is entitled to receive the
sum of \$2513.72 1/2 with interest from the 28 day of June 1887
that John Wilson Jr is entitled to receive \$1256.86 1/4 with interest
from the same date, and Mary A. Brown is entitled to re-
ceive the sum of \$1256.86 1/4 with interest from the same
date, and that the remainder in the hands of the said John
Wilson Jr drawn as aforesaid from the Mercantile Bank ~~together~~
and of ^{the} this interest on J. H. Thompson's bond is due to ^{the} administrator
of Henry S. Carroll.

Yours under my hand as a witness to come in charge of the said
account the day and year first above said.

Geo. R. Williamson Secy

Amount paid for 99.73

Samuel Garrison

vs

Samuel Hols

Samuel Garrison's Report
and evidence of October Term 1888

Filed 1. April. 1889.

//