1902-002 Chancery Causes: Enos Briggs, Senior, gdn v al vs Enos Briggs, Junior, bgt c
Dsts f Wright County

other SURNAMES: White, Cypress, Warren, Davis, Gwaltney

To the Honorable Robert K Crockett judge of the Circuit court of the County of Isle of Wight

Complaining sheweth unto your honor your complainants Enos Boyce Jr in his own right and as guardian of Enos Boyce Junr, an infant of the age of 17 years, Henry White and Elizabeth his wife, Samuel Cypress and Eliza his wife, Francis White and Isabella his wife, Abraham Boyce and H B Warren that Catharine Boyce the wife of the said Enos Boyce Jr is seized of a tract of land containing one hundred sixty acres situate in the county of Isle of Wight was First of Virginia adjoining the lands of Ob Goodrich, John D Blackmore, Thomas Dashiells and Nelson Brothers which passed to and is now held by the said Enos Boyce Junr as Tenant by the courtesy with reversion to the said Elizabeth White, Eliza Cypress, Isabella White Abraham Boyce your complainants and to Enos Boyce Jr the defendant hereinafter named who are the children of the said Enos Boyce Jr and the said Boyce.

That your complainant H B Warren has agreed with your other complainants to buy all the wood and timber upon that part of the said land, which contains eight acres more or less and is bounded as follows to wit. Beginning at the fork of the branch a corner on this land and that of Thomas Dashiells and of Ob Goodrich, thence up the right the right or easterly prong or fork of the said Branch and the line of Ob Goodrich 300 feet to a marked beech, thence South 32 degrees East 266 feet to a marked white oak, thence South 3 degrees East 123 feet to a marked pine thence South 4 degrees West 122 feet to a marked white oak, thence South 3 degrees west 109 feet to a marked climpin thence South 46 degrees west 122 feet to a marked white oak thence South 14 degrees East 168 feet to a small marked pine, thence South 37 degrees East 135 feet to a stake in a path, thence South 46 degrees East 236 feet to a pyen tree on the line of Nelson brothers land, thence South 73 degrees West 79 feet to a small forked red oak, each fork notched, myslightly with a knife and growing oak and old stump on same line thence along Nelson brothers line South 14 degrees west 139 feet to a large pine, thence South 71 degrees West 91 feet to a dead sycamore, thence South 71 degrees West 20 feet to the centre of the branch a corner of said land with that of Thomas Dashiells and Nelson brothers and

thence up the said branch along its meanderings a line between the said Lands and that of said Thomas Dowlin's to the beginning, the said H B Warren and his assigns to have all the rights and privileges necessary in working the same, to have full right of way over the said land, to enter and re-enter thereon at will, to deposit Stripping waste earth and material from adjacent or nearby lands owned or controlled or the sand or clay upon which is owned or controlled by the said H B Warren or his assigns upon the said land, or to deposit the said Stripping waste earth and material from the said land upon adjacent or nearby lands owned or controlled or the sand or clay upon which is owned or controlled by the said H B Warren or his assigns, the right to operate construct and remove trans-ways, machines, structures and pipelines for mining, handling and removing the sands, clays, Stripping and waste of this land or of any adjacent or nearby land owned or controlled by the said H B Warren or assigns. The right to use and control the waters of the said land for the said purposes and to be unmolested in the enjoyment of same when the said sand sand or clay shall be removed from the said land. It was further agreed by the said H B Warren and party of the first part that upon completion of the said H B Warren or his assigns in removing the said Sand or Clay, to use or cause to be used only such portion of same from said land but must not cause upon said land any waste by the said H B Warren or his assigns, and the said H B Warren agrees that he will remove all of the sand and clay upon said land before the said H B Warren or his assigns shall begin their operations on the said sand and clay, but upon this said sand to be in the said H B Warren or his assigns shall be with the said Term as they shall see fit. That the said H B Warren agree to pay for the said Sand and Clay, the said party of the first part shall as soon as the said Sand and Clay is conveyed to him, and also pay the costs of this said

deed and covenants the said Owen Bridges for in his own right and as guardian of Owen Bridges Jr. Henry Webb and Elizabeth his wife, Samuel Bridges and Elizabeth his wife, Frank White and Isabella his wife and Abraham Bridges from

that whereas it may be that the said Evans Briggs Jr
has the said mortgage for the same sum of money, to secure as much
if not more as the same is worth, or possible, that the said H B Warner has
brought & urge your Orator and say from apparent and weighty
& important reasons for the purpose aforesaid urging the same as your Orator
ought rightly to claim, into a current or close or bitch. that the price is much
greater than the said land or any is worth for every other purpose and
if the same is not sold while the said H B Warner is engaged in the said
unwarranted suit the opportunity for the sale will be lost. and your Orator
Edward Evans Briggs-Jr is so ill satisfied of the justiciousness of the
sale that was therefore humbly prays that the same should be made for the benefit
of his children, that though entitled by the entirety he is entitled to the use
of the whole for during his life or to his per annum payment there was being
sixty three years to the present value thereof is $7,715 on each dollar
or $115.71 cts. the whole amount to be so ordered that the proceeds money
shall be fairly equally between him & his children.
Your orator also makes further allegations that the land the said is sold to the
said mortgagee is composed principally of timber and
various output for agricultural purposes and that there is sufficient
land remaining of the said mortgaged premises not included in the
said deed for all farming purposes.
In tender consideration whereof and forasmuch as your complainant
cannot be remedied in the premises save by the aid of a court of equity
where matters of the kind are alone and properly cognizable your com
plainant prays that the said Evans Briggs Jr may be made party defendant to
this suit requires to answer the same. that a proper writ or writs of
subpoena issue against the said defendant to the
end. that the said of the court may stay upon the said deed of
the said H B Warner for the said sum of five hundred and fifty
dollars and that the said mortgage may be
ordered to be sold for the benefit of the said
Evans Briggs Jr and that the proceeds
may be fairly divided between him & his children
and your orator will ever pray

[illegible]

Wm R Robinson Jr

This day personally appeared before the undersigned Notary
R Robinson a commissioner in Chancery of the Circuit Court
of Augusta county in the State of Virginia Evans Bumpass Jr
the grandson of Evans Bumpass Sr an infant under 21 years of
age, who on the 1st motion of the above bill who made oath
that he had read the several statements in the foregoing bill
to be true.

Given under my hand this 4th day of March 1899 as such Com.
missioner

Wm R Robinson

Bumpass Evans Jr and Thos

47

Bumpass Evans Jr

Bill. March 6th 1899

1902

The answer of Enos Briggs Jr an infant over the age of four
teen years to a bill in equity exhibited against him by Enos Briggs Jr his
guardian and others.

For answer to the said bill the said Enos Briggs Jr answers and says
that although under full age he believes he knows what use his in
terests in the matters referred to in the bill: he believes the statement
in said bill are true and that it would be to his advantage to sell the marsh and
clay whereon the said bonds as therein prayed for and consent to distribute
the proceeds of sale as the court shall deem best, and now knowing
fully the contents he prays leave to be discharged &c.

his
Enos + Briggs Jr
mark

Isle of Wight County,

Enos Briggs Jr ~~who~~ has personally appeared be
fore me a commissioner in chancery of the Circuit court of the
county aforesaid and made oath that he believes the statements made
in the foregoing answer to be true.

Given under my hand the 4th day of March 1899

Geo R Atkinson
Commissioner in Chancery.

Boyce Guardian Bds.

vs

Boyce ~~and Elsom~~

Summons of

Ezra Boyce for an infant
over the age of 14 years.

The answer of R. S. Thomas guardian ad litem to the infant defendant

Enos Boyys Jr unto the answer of said infant defendant Enos Boyys Jr by the said R. S. Thomas his guardian ad litem to the bill in equity exhibited against the said Enos Boyys Jr by in the Circuit court of Isle of Wight county by Enos Boyys Jr in his own right and as guardian of the said Enos Boyys Jr, and others.

For answer to the said bill the said guardian ad litem answers and says that he does not know whether the interests of the said infant defendant will be promoted by a sale of the property as prayed for in the said bill or not and the said infant defendant by his said guardian ad litem answers and says that being an infant of tender years he knows nothing of the matters encumbered in the bill and commits the protection of his interest to the court that now hearing answer they may do

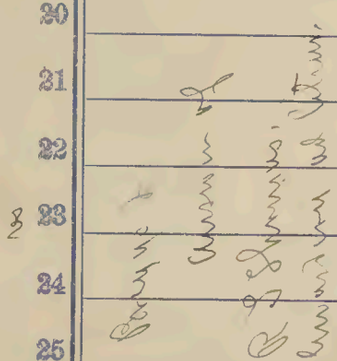
R. S. Thomas
Guardian ad litem

County of Isle of Wight To wit

This day personally appeared in the undersigned a commissioner in Chancery of the Circuit court of the said county R. S. Thomas guardian ad litem of Enos Boyys and made oath that he believes the several facts and matters in the foregoing answer to be true

Given under my hand this 4th day of March 1879

Geo P Thomas
Comm in Chy.



Snow Briggs Sr. et als.
Vs. In Chancery.
Snow Briggs Jr.

Depositions.

Commissioners Office
Southsea 26th April 1899

To Enos Briggs Jr on his own right and as guardian of Enos Briggs Jr. an infant of the age of 17 years Henry White and Elizabeth his wife, Samuel Briggs and Eliza his wife Frank White and Sholto his wife Abraham Briggs and H B Warren Phelps and to

Enos Briggs Jr an infant of the age of 17 years by R S Thomas as his guardian ad litem

Take notice that I have fixed upon the 6th day of May 1899 at my Office aforesaid to inquire and report to court 1st what is the fair value of the Wood and Clay on the Land in the bill and proceedings mentioned, purposed to be sold to the said H B Warren and 2nd Whether it will be to the interest of the infant defendant Enos Briggs Jr to sell the same, together with any smaller timber pursuant as required by any party, required to be made by a decree of the Isle of Wight county court made on the 24th day of April 1899 in a suit in chancery pending therein wherein you are parties, plaintiff and defendant, 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

R. E. Boyden
Commissioner of Circuit
Court of Isle of Wight Co

We acknowledge service of the above notice

Geo R Wilkinson

Attorney for Plaintiffs

I acknowledge service of the above notice

R. S. Thomas, guardian for the
infant Defendants.

Enos Briggs Sr,in his own right' As Gdn of Enos Briggs Jr&c

Vs . In the Circuit Court of Isle of Wight County.

Enos Briggs Jr,an Infant by R.S.Thoas,Gdn ad litem.

Interrogatories agreed upon to be prpounded to witnesses in execution of the decree in said cause of April term 1899.

1. Q.State your age residence and occupation.

2. Are you acquainted with the lands in the bill and proceedings of this suit mentioned,and particularly that part of the lands from which it is proposed to sell the marl and clay thereon?

3. What is the character of the soil,fertile or otherwise, and what is the fair value of the said land.

3. Has the said land heretofore had any appreciable value by reason of the marl or clay thereon.

4. What,in your opinion,is the fair value of the marl and clay on the said land?

5. Do you know of any person,or person,other than the said H.B.Warner who desires to purchase such marl or clay.

6. Is there any market for such marl or clay.

7. Unless a sale is made of the said marl or clay is made to the said H.B.Warner do you think a sale of the same can be effected except by selling the said land.

8. State whether or not in your opinion it would be to the interest of the infant defendants to sell the marl and clay on the said land at $150.00,and the costs of this suit.

Geo R Atkinson
Attorney for Plaintiffs

R. S. Thomas
guardian of the Infant
Defendants.

The deposition of E.P.Davis, V.W.Joyner and P.D.Gwaltney Jr, taken before me at my office in the town of Smithfield, on the 6th day of May 1899, in pursuance of the annexed notice, and interrogatories, to be read in evidence in a certain suit in cahncery depending in the Circuit Court of the County of Isle of Wight, wherein Enos Briggs Sr, in his own right and as guardian of Enos Briggs Jr, and others are plaintiffs and Enos Briggs Jr, by R.S.Thomas his guardian ad litem is defendant.

Present. Geo R.Atkinson, Atty for the plaintiff .

E.P.Davis being duly sworn deposes and says as follows

Q.1. State your age, residence and occupation.

A.52 years. Occupation a farmer. Reside in Smithfield

Q. Are you accuainted with the lands in the bill and proceedings of this suit mentioned.

A. I am.

Q.3 What is the fair value of the marl and clay on the said land proposed to be sold to H.B.Warner.

A. I should say that One Hundred and Fifty Dollars would be its full value and a fair price.

Q.4 Has the said land heretofore had any appreciable value by reason of the marl and clay thereon.

A. It had not.

Q.5. Do you know of any person other than the said H.B.Warner who would buy or desires to purchase the said marl and clay?

A. I do not.

Q.6. Is there any market value for such marl and clay?

A. There is not.

Q.7. Unless a sale of the said mrl and clay is made to the said H.B.Warner do you think a sale of the same can be effected except by selling the said land.

A. I do not think it could, and I do not think the sale of the clay would detract Twenty Five Dollars from the value of the land. and I think it would in case of sale of said land to sell said clay E. P. Davis

V.W. Joyner being first duly sworn deposes and says as follows ~~A.W. Weatherington, being first duly sworn deposes and says in answer to the following question.~~ Q1 - State your age, residence & occupation.

A. 1. Age 36. Residence Smithfield. Occupation a merchant.

Q. 2. Are you acquainted with the lands in the bill and proceedings of this suit mentioned.

A. I am.

Q 3. What is the fair value of the marl and clay on the said land proposed to be sold to H.B. Warner.

A. One Hundred and Fifty Dollars would be its full value, and I do not think that the sale of the marl and clay would depreciate the sale of the land more than Twenty Five Dollars.

Q.4. Has the said land heretofore had any appreciable value by reason of the marl and clay thereon.

A. No sir.

Q.5. Do you know of any person other than the said H.B. Warner who desires to purchase the said marl and clay.

A. I do not.

Q.6. Is there any market value for such marl and clay.

A. No sir.

Q.7. Unless a sale of the said marl and clay is made to the said H.B. Warner do you think a sale of the same can be effected except by selling the said land.

A. No Sir.

I do not think the entire land would sell for over $250.00. There is no timber on it.

I think a sale of the marl & clay would clearly be for the benefit of the infants, and all other interested.

V. W. Joyner

P.D.Gwaltney Jr,being first duly sworn,deposes and says as follows.

Q.1. State your age,residence and occupation.

A. 28.Smithfield,a merchant.

Q.2. Are you acquainted with the lands in the bill and proceedings of this suit mentionedand particularly that part from which it is proposed to sell the marl and clay.

A. I am.

Q.2. What is the fair value of the marl and clay on the said land proposed to be sold to the said H.B.Warner.

A. One Hundred and Fifty Dollars is its full value and a good price.

Q3.Has the said land heretofore had any appreciable value by reason of the marl and clay thereon.

A. I t has not,and I do not think the sale of the marl and clay and the rights contemplated to be sold to Warner will decrease the value of the land to the extent of Twenty Five Dollars.

Q.4. Do you know of any person other than the said H.B.Warner who desires to purchase the said marl and clay?.

A. I do not .

Q.5. Is there any market value for such marl and clay.

A. There is not.

Q.6. Unless a sale of the said marl and clay is made to the said H.B.Warner do you think a sale of the same can be effected except by sellling the said land .

A. I do not. I do not thin the entire land is worth more than $225.00 or $250.00 at the outside,and as above stated the land will not be depreciated to the extent of $25.00 by selling the marl and clay and other roghts to Warner. I think that the sale of the marl clay and other rights would be of great advantage to the owner of the land.

And further this deponent sayeth not. P. D. Gwaltney Jr.

State of Virginia.
County of Isle of Wight.to wit.

I,R.E.Boykin,a Commissioner in Chancery for the Circuit Court for the County and state aforesaid do certify that, depositions were duly taken,sworn to and subscribed before me,at the times and palce,and for puposes in the caption thereto mentioned.

Given under my hand this 6th day of May 1899 .

R. E. Boykin

Comr in Chcy.

Enos Boyer Dr.

1898 To the Clk of Sch J Knight C. Ct.

Sep. 5 Subp. you as gdn. Witness bond &c. $1.61

H. F. Lowry clk.

Briggs Enos

8/1.61

GEO. R. ATKINSON,
ATTORNEY-AT-LAW.

OFFICE OF
COUNTY JUDGE,
Isle of Wight County.

SMITHFIELD, VA., June 3rd 1899

Hon R R Smith

Dear Judge I send inclosed herewith the notice of a suit brought for the purpose of selling the mud and clay on a tract of land of which the infant is part owner. Brown Boykin and others of Upper Town 1899 wherein that the sale will be in the interest of the infants. when has been given the guardian ad litem of the infants how to ask for a decree in vacation and I hope you will see your way clear to grant the or make an order so you may think proper inclosed decree. Yours Very truly.
to the sale proposed. Geo R Atkinson

I inclose stamps for return postage and register Fees.

In the Circuit Court of Isle of Wight County.

Pursuant to a decree of the said court rendered on the 7th day of June 1910.
in a suit in chancery pending therein between Enos Briggs in his own right
and as guardian of Enos Briggs jr an infant under the age of 21 years and
others, plaintiffs and the said Enos Briggs jr defendant, the undersigned
commissioner appointed by the court and charged by the said decree to receive
from W B Warren one of the plaintiffs, the sum of two hundred and fifty
dollars and the costs of the suit and on his payment thereof, to execute and
deliver to the said W B Warren a good and sufficient deed with special warranty
for the land and slaves in the Isle of Wight county, in the bill mentioned
together with the costs of said suit and upon paying the said costs of suit
being in the amount of the said sum the sum of twenty four dollars and
eighty cents leaving a balance and satisfying your commissioner of the first Court
with the whole amount of said sum
has signed an order, now to pay and he accordingly thereby pays the
cost of the said your commissioner hereto that sum from him together
the sum of two hundred and fifty dollars for the said land and slaves and
costs and directs to him for the said land and slaves thereby sold by
the said decree and your commissioner has filed and the said costs of said
and to the parties entitled to the remainder as follows.

Paid Attorneys fee & Court Cost agreed on	Paid Chas R Robertson	$1 00
" fee writing and engrossing deed and two	Paid Chas R Robertson	6 00
" Clerks fee	N. B. Young	8 31
" Comm R E Boykin	Paid R. E. Boykin	3 00
" Postage in obtaining deeds in vacation	Paid Chas Robertson	32
" Stamps on deeds.	Paid Chas R Robertson	12
" Enos Briggs Jr		22 79/96
" Elizabeth White		22 79/96
" Eliza Reynolds		22 79/96
" Isabella White		22 79/96
" Abraham Briggs		22 79/96
Leaving due and unpaid to Enos Briggs jr		22 79/96
Which has now been paid to Enos Briggs the guardian of the said		186 00 Enos Briggs jr

because of the bindness of the said grandson he cannot the bond or the penalty of Forty
Dollars before the Clerk of this said Court as required by the said decree. Your Com-
missioner would therefore respectfully suggest that he be required and authorized
by the order of this Court to deposit the said sum of Twenty Two 74/6/100 Dollars in
the Bank of Smithfield for benefit of the said Evan Briggs for and his attorney
the age of ~~those~~ twenty one years or to his heirs in case he should die be-
fore that time and take a receipt therefor from the said Bank ~~and file~~
Given under my hand as said Commissioner as aforesaid

Geo R Atkinson

Comm'r Johnston Co

Enos Briggs Sr et als.

Vs. In Chcy.

Enos Briggs Jr et als.

Commissioner Boykin's Report.

Filed May 27th 1899

Test F. D. Young cc

Commissioners Office. Smithfield,Va. May 6th 1899.

The undersigned R.E.Boykin,one of the Commissioners in Chancery for the Circuit Court of the County of Isle of Wight,to whom was referred the taking of the following accounts directed to be taken by the decree of the Circuit Court of the County of Isle of Wight,entered at the April term 1899,in the suit in chancery in said court depending wherein Enos Briggs Sr in his own right and as Gdn of Enos Briggs Jr,and others are plaintiffs and Enos Briggs Jr,by his guardian ad litem is defendant,to wit.

First. What is the fair value of the marl and clay on the land in the bill and proceedings of this suit metioned,proposed to be sold to the said H.B.Warner.

Second. Whether it will be to the interest of the infant defendant Enos Briggs Jr,to sell the same,together with any matter deemed pertinent or required by any party. Respectfully reports to court,that having first gievennotice to the parties to the said suit,which notice is herewith returned,he proceeded,at his office in the town of Smithfield,on the 6th day of May 1899, ~~he proceeded~~ to take the account by said decree directed,and upon the examination of witnesses,on interrogatories agreed upon by the guardian ad litem of the infant defendant,your Commissioner ascertains and reports to court.

First.That one hundred and fifty dollars is the full price and fair value of the marl and clay,together with the right s privileges and easements proposed to be sold to the said H.B. Warner. The evidence in fact discloses that the said marl and clay has not heretofore had any appreciable value;that there is no general market for such marl and clay,and no prospective

purchaser of the same other than the said H.B.Warner,and that the sale of such marl and clay,with the rights and privileges in connection therewith,will not depreciate the land in question to an amount in excess of Twenty Five Dollars.

Second. That it will be largely to the benefit and advantage of the said infant Enos Briggs Jr,that the said marl and clay and the rights and privileges on connection therewith be sold at the sum and price of One Hundred and Fifty Dollars,and that no one will be injured thereby.

All of which is respectfully submitted.

R. E. Boykin

Time employed,6 hours. Comr in Chcy.

Fee for report. $4.50.

To R S Thomas Guardian ad litem of Enos Briggs Jr.

You are hereby notified that ~~I shall~~ we shall on the 7th day of June / 894 ask the Honorable R B Peake Judge of the 1st Judicial Circuit to enter an order in the suit in Chancery pending in the Circuit court of Isle of Wight county in which we are plaintiffs and the said Enos Briggs Jr infant under 21 years of age is defendant by you as his guardian ad litem, directing the sale of the land and decree on the bill and for ~~such~~ other matters as prays for in the said bill.

Enos Briggs Sr in his own right and as Committee of Enos Briggs Jr
Henry Wheeler & Elizabeth his wife
Samuel Bryant & Eliza his wife.
Sarah White & Sabrina his wife.
Abraham Briggs and H. B Warren by
Geo P Atkinson their Attorney.

I acknowledge service of the above notice and consent to appointment for them in this cause. R. S. Thomas, guardian ad litem of
Enos Briggs Jr.

Smithfield, Va., July 13th 1899 No. 2-70

The Bank of Smithfield

Smithfield, Va.

AUG 17
AUG 17

Pay to Enos Bruyas Jr or order $ 22.79

Twenty two 79/100 Dollars

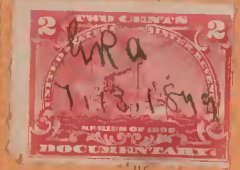
Print of Bruyas Gates & Co vs Bruyas for sale of Mark, this share

Thos Rathmell

his
Enoch X Briggs
Mark

Witness
H. C. Barnes

Pay The Bank of Smithfield,
Smithfield, Va.,
V. W. JOYNER



Smithfield, Va., July 12th 1894 No. 271

The Bank of Smithfield

Smithfield, Va.

DEC 4 1894

Pay to Elizabeth White or order $22.79/100

Twenty two 79/100 ——— Dollars

Sum of Boiyyp Guardian Ins vs Boiyyp. on Inpunt.

Jno R Atkinson

Elizabeth White

Smithfield, Va., July 13th 189 No. 274

The Bank of Smithfield

THE BANK OF SMITHFIELD
Smithfield, Va.
PAID
JAN 3 1900
SMITHFIELD, VA.

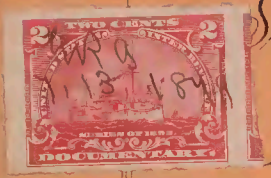
Pay to Abraham Boyce or order $ 22 79/100

Twenty Two 79/100 Dollars

Last Boyce Guardian bals to Boyce an infant

Leo R Atkinson

Abraham Briggs



Smithfield, Va., July 13th 1899 No. 213

The Bank of Smithfield

Smithfield, Va.

Pay to Silvain White or order $22 79 1/6

Twenty two 79 1/6 /100 Dollars

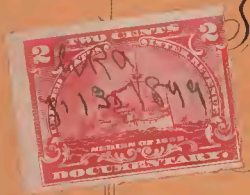
Int Briggs Crenshaw Sole vs Briggs, an infant

Chs P Atkinson

Her
Sobualia Whitlo
Mark

Witness
W. W. Joyner

Pay The Bank of Smithfield,
Smithfield, Va., or order,
W. W. JOYNER.



Smithfield, Va., July 13th 1899 No. 272

The Bank of Smithfield

Smithfield, Va.

Pay to Eliza Cypress or order $22 79/100

Twenty two 79/100 Dollars

Cost of Bridge Swanson Sts in Bridge Co account

Geo R Atkinson

Eliza X Cypress
her
mark

Witness
W. W. Jones

Pay The Bank of Smithfield,
Smithfield, Va., or order
W. W. JONES.

1 Recd Feby 14th 1902 of the Watkinson Commissioners in suit Briggs
2 Gumbrum Lots as Briggs was Entitled to / as Witness my hand
3 & the seal of the Vale of Wind is in use this
4 Witness
5 his
Enos + Briggs Jr
mark
6 S E Waddell

In the Circuit Court of Isle of Wight county Apl 24th 1899

Enos Briggs Jr in his own right and as guardian of Enos Briggs Jr an infant of the age of 17 years. Henry White and Elizabeth his wife Samuel Clayton and Eliza his wife. Frank White and Isabella his wife. H B Briggs and H B Warren. Plaintiffs

vs

Enos Briggs Jr an infant of the age of 17 years by R S Thomas his guardian ad litem Defendant

This cause came on this day on the bill filed, the answer of R S Thomas guardian ad litem of Enos Briggs Jr an infant of the age of 17 years, the answer of the said Enos Briggs by R S Thomas his guardian ad litem and the answer of the said Enos Briggs Jr in his own name he being an infant over the age of 14 years with ~~and~~ guardian ad litem as aforesaid, and was argued by counsel, On consideration whereof, the court doth adjudge, order and decree that a commissioner in chancery of this court do inquire and report to court what is the fair value of the mast on the land in the bill and proceedings mentioned proposed to be sold to the said H B Warren, and whether it will be to the ~~interest~~ interest of the infant defendant Enos Briggs Jr to sell the same, and report to court with any matter deemed pertinent or required by any party to be stated.

Borrego Grandson & other

vs

Borrego an infant

Decree of
April 25, 1899

John W. Dana

Robert R. Lewis

In the Inferior Court of Isle of Wight County October 29th 1900.

Enos Boyce in his own right and as guardian of Enos Boyce Jr. & others, Pltfs

vs

Enos Boyce Jr an infant under 21 years of age Defendant.

This cause came on this day to be again heard on the papers formerly read and on the report of Commissioner Geo R Atkinson made in the cause bearing date the 7th day of June 1899 and was argued by counsel. On consideration whereof the Court doth confirm the said report to which no exceptions are filed and doth adjudge order and decree that said George R Atkinson shall deposit in the Bank of Smithfield to the credit of the proper officer of this said Bank the sum which he shall file in the papers of this cause, the sum of twenty two dollars and seventy nine 79/100 cents payable to Enos Boyce Jr on his becoming to the age of twenty one years or to those entitled thereto if he shall die prior to that time and it appearing that there is nothing further to be done herein it is ordered that this cause be removed from the docket.

Bragg Dyn Tobs
vs
Bragg Jr.

October term 1900
Final

Entered Oct. 22, 1900

Robert R. Dennis

State of Virginia County to wit

I M F Jordan a Justice of the Peace for the County aforesaid in the State of Virginia do certify that Ennis Boyce Senr personally this day appeared before me in said County and made oath that Ennis Boyce his son was born on the 6th day of July 1880 and is over the age of twenty one years

Given under my hand this 19th day of February 1902.

M. F. Jordan J.P.

In the Circuit Court of Isle of Wight County on motion June 7th 1849

Enos Boyce Sr in his own right and as guardian of Enos Boyce Jr
and others Pltfs

vs

Enos Boyce Jr an infant under 21 years of age by R G Thomas, his
guardian ad Litem Defendant

This cause came on this day to be again heard upon the notice given
to the guardian ad Litem, on the papers formerly read and on the report
of R E Baptist commissioner in Chancery of the court, made therein here
in April 24th 1849 filed May 24, 1849 and was argued by counsel, the commissioners
whereof the court doth confirm the said report to which no re
exceptions was filed and doth ratify and confirm the contract and
agreement entered into between the plaintiffs ~~Enos Boyce Sr on his~~
~~right and as guardian of Enos Boyce Jr~~ for the purchase of the
tract of land of eight years more or less as in the bill mentioned and
described, ~~Together with the rights privileges and easements in~~
~~the said bill mentioned,~~ and doth adjudge order and decree
that on the payment by the said W B Wynne of the sum of one
hundred and fifty dollars and the costs of the suit to George R Atkinson
one the said George R Atkinson who is hereby appointed a commissioner
for that purpose shall make and deliver to the said W B Wynne a
good and sufficient deed with special warranty for the said
land and on the said tract of land of eight acres more or less. ~~and~~
~~together with the said rights, privileges and easements~~ and the said
George R Atkinson after receiving the costs of suit shall pay to Enos
Boyce Sr on his own right the sum of twenty four dollars, to Elizabeth
White wife of Henry White twenty four dollars, to Eliza Boyce wife
of Samuel Boyce twenty five dollars, to Sabrina White wife of
Francis White twenty five dollars, to Abraham Boyce twenty
five dollars, ~~and~~ to Enos Boyce Sr as guardian of Enos Boyce
Jr the sum of twenty four dollars upon his entering into

the clerk of this court, into a proper bond in the penalty of
Eighty dollars, with good security and conditioned for the faithful
performance of the said trust for the management and preservation
of any property or estate in which the persons may be interested
and for the protection of the rights whether vested or contingent
of all persons interested therein, and the said George P. Wilkinson
shall make report to court of his proceedings under this decree,
but before proceeding to execute this decree the said George P. Wilkinson
shall enter into and acknowledge before the clerk of this court his
bond in the penalty of three hundred dollars with sufficient security
to be approved by the [illegible]
and conditioned for the performance of his duties under this or
any further decree herein.

Robert R. Ellis

To the Clerk of the
Circuit Court of
Isle of Wight County.

Letters Received

Ebenezer Borough Jersey

Ebenezer Borough Jersey

Ebenezer
June 7th 1894

Sir

Robert Ellis.

Received & Entered of record
June 8th 1894

In the Circuit Court of Isle of Wight
County April 25th 1899

Enos Briggs et als
vs
Enos Briggs Jr. et als

Enas Briggs Jr in his own right and as Guardian of Enas Briggs Jr an infant of the age of 17 Years Henry White and Elizabeth his wife Samuel Cypress and Elizabeth his wife Frank White and Sallie his wife H. B. Briggs and H. B. Warner. Plaintiff

Vs

Enas Briggs Jr an infant of the age of 17 years by R. S. Thomas his Guardian ad litem Defendant

This Cause Came on this day on the bill filed. the answer of R. S. Thomas Guardian ad litem of Enas Briggs Jr an infant of the age of 17. years duly appointed at rules to defend them in this Suit. the answer of the said Enas Briggs Jr by R. S. Thomas his Guardian ad litem and the answer of the said Enas Briggs Jr in his own Name he being an infant over the age of 14 years with general replication thereto: and was argued by Counsel. On Consideration whereof the Court doth adjudge. order and decree that a Commissioner in Chancery of this Court do enquire and report to Court what is the

fair value of the mark on the land in the bill and proceedings mentioned proposed to be sold to the said N. B. Warner, and whether it will be to the interest of the infant defendant Enos Briggs Jr to sell the same, and report to Court with any matter deemed fit or required by any party to so stated.

A Copy

Teste N. G. Young c.c.

Briggs Exrs &c. etals
vs.
Briggs, Exrs.
Bond of April 20th 1819
Copy

In the Circuit Court of Isle of Wight County apl. 24th 1899. Enos Briggs Sr. in his own right and as guardian of Enos Briggs Jr. an infant of the age of 17 yrs. Henry White & Elizabeth his wife Samuel Apsuls and Elizabeth his wife, Frank White and Sabella his wife, H. B. Briggs and H. B. Warner Plaintiffs.

vs

Enos Briggs Jr. an infant of the age of 17 years by R. S. Thomas his guardian ad litem Defendant

This cause came on this day on the bill filed, the answer of R. S. Thomas gdn. ad litem of Enos Briggs Jr. an infant of the age of 17 years, duly appointed at Rules to defend them in this suit, the answer of the said Enos Briggs Jr by R. S. Thomas his gdn. ad litem and the answer of the said Enos Briggs Jr in his own name he being an infant over the age of 14 years with general replications thereto and was argued by counsel. On consideration whereof, the court doth adjudge order and decree that a Commis-

-sioner in chancery of this court do inquire and report to court what is the fair value of the land in the bill and proceedings mentioned proposed to be sold to the said H. B. Warner and whether it will be to the interest of the infant defendant Enos Briggs Jr. to sell the same and report to Court with any matter deemed pertinent or required by any party to be stated.

A copy Test N. D. Young Cl

Bill of costs

Clerks fee	6.10
Fees	1.50
Atty to complainants	15.00
	23.20

3.00

2 81

1

3 81

1

5 0.81

186 00

5 0 81

135 19

22.58

Brigg gdn etals

vs. } In chy

Brigg Jr & infant

A. Cofm