

1908-003 Chancery Causes: M. Rosenbaum - Company vs S. Eva Daughtrey, widow,
Isle of Wight County Leonidas W. Daughtrey's admr & al

Folder 1

other sur names: Rosenbaum,
Wallerstein, Eley, Parker, Pruden,
Cutchin, Rawles, Barnes, Watkins,
Morgan, Daughtrey, Wyatt Allen,
Wallerstine, Rawls, Johnston,
Mad Ray [W. F. Allen's Company],
Holland, [Frank A. LaLanne
Company], [Brinkley & Beaman]
LaLanne, Brinkley, Beaman Cobb
[S. H. Marks & Company] Marks
[L. H. Raymo & Company] Raymo,
Willoughby, Wilson, Saunders,
[G. D. Thaxton & Company], Thaxton,
[W. J. Parker & Company], Madrey,
maddrey, Cutchins, [George
D. Thaxton & Company], Wright

ROBERT R. PRENTIS,
ATTORNEY AT LAW.

SUFFOLK, VA.,

March 21st. 1893.

N. P. Young Esq.,
Isle of Wight C. H., Va.,
Dear Mr. Young:-

I herewith enclose account of Brinkley & Beaman
against L. W. Daightrey deceased, sworn to by their Bookkeeper,
which I suppose will be sufficient to enable you to report it as
one of the debts.

Very respectfully and truly yours,

Robert R. Prentis

1.111
111
11

207
8
16.56

~~124250~~

1241.25
10
124250
1656
12.25.94

28
16
23
16
5

Suffolk, Va., Jan 8 1893

Mr W. S. Halland, Special Commissioner

TO THE WEEKLY OBSERVER, DR.

P. J. KERNODLE, Proprietor.

Plain Job Work Neatly Executed, and at Short Notice.

To 100 Head Bills advertising
Two Cots - L. W. Daughtry - 1 50

Rec'd payment

P. J. Kernodle

Please receipt of
return. W. F. Holland

TELEPHONE NO. 338.

P. O. BOX 179.

MONTGOMERY WEST,
JOSEPH M. SKINNER,

Richmond, Va.,

189

Mr. W. J. Halland

➤ To WEST, JOHNSTON & CO., Dr., ➤

* Booksellers, Stationers, Printers and Binders, *

1892 We are not responsible for Goods sent by Mail.

No. 911 Main St., bet. 9th and 10th Sts.

Nov. 21 125- Corwin's Sale - Rosenbaum \$2.00

Paid Jan 7/93

West Johnston & Co.

In Isle of Wight County Cir. Court, Jan'y. 5th 1893.
M. Rosenbaum Hls. Petitioner
vs. ³ In Chy.

S. W. Daugherty ad. et. d. or. Defn.

This cause came on this day in vacation on notice to the parties and the bidders at the sale herein after alluded to, on the report of special commissioner W. S. Holland and on the papers formerly read, and was argued by counsel; on consideration whereof the Court doth adjudge, order and decree that the sale of lot no. 2, to S. S. Harrell for \$265.⁰⁰ be and the same is confirmed, and that the sale to S. C. Harrell, and John W. Saunders of Lots Nos. 1 & 3 respectively are refused and that the bids therefor are rejected. And the Court doth further adjudge, order and decree that said special commissioner proceed at once to advertise for a resale of said property by hand bills posted for ten days, on the same terms and conditions as set forth in the decree herein of Nov. ---, 1892, provided that at said resale no bid shall be taken for less than the amounts named in the two up. sd. bid bonds filed with report of said special commissioner W. S. Holland. And the Court doth further adjudge, order and decree that out of the proceeds of sale of lot no. 2, deposited in bank as reported in said Commissioner Holland's report, he pay the costs of this suit and the two sales, and pay the sum of \$12.⁴⁰ with interest thereon from Decr. 5th 1892, till paid, it being the amount of delinquent taxes paid by W. S. Holland to the County Treasurers of Isle of Wight County, as shown by vouchers filed in the papers in this cause, and that said W. S. Holland special commissioner

draw his check in favor of S. C. Harrell for \$450.⁰⁰ and pay the same to said S. C. Harrell it being the amount paid by her on her bid for lot No. 1. at said sale on Dec. 17th 1892, and that said special commissioner decline to accept any money from said John W. Saunders on his bid for lot No. 3, as reported, and that said special commissioner make report to court of his doing, under this decree.

A copy. Lists, N. P. Young clk.
 Jan. 5th 1893.

Atto. fees & tax	Pd \$10.50	Pd J. H. Parker
clk. " cir. at.	9.96	Pd N. P. Young
Do. " Co. at. (Exp. & t.)	6.30	Pd N. P. Young
clk. fees paid shuff. & thorp	2.08	Pd N. P. Young
Shuff. & thorp	3.50	Pd A. Edwards shuff.
Comm. in Chy. (Young)	22.50	Pd N. P. Young

Total costs to De: of Jan. /93 \$60.84

Robert A. Edwards clerk	10.00	Pd R. A. Edwards clerk
R. A. Edwards clerk	2.00	Pd R. A. Edwards
Gavin R. R. " "	2.00	Pd Gavin R. R. " "
J. T. Bradshaw " "	2.00	Pd J. T. Bradshaw
W. R. A. Carson " "	2.00	Pd W. R. A. Carson

1893
 Coms on 2015.00 \$ 49.30
 Sale notices 3.50
 Fee allowed by deane 75.00
 Fee for two deeds 10.00
 217.64

Voucher attached
 P. D. W. S. Holier

Henry Pender 192.00 by check dated Jan 19-93

Dr. Morgan 416.00.

Dr. " 329.33

W. S. Hamt 5.00

" " 12.46

1172.43

ditto.

Balance for Dr. Morgan

Rosenbaum H. Co.

or 3 Dr. Chy.

Young & Co. adms. of 1893

Copy record of

Jan. 5

1172.43

2015.43
 1172.43
 842.57

Rosenbaum & Co.

Vs/

Daughtry, s Admr. et als

The undersigned your special commissioner under a decree a copy of which is herewith filed begs to report that on the 17th day of December 1892 after first having duly advertized according to the requirements of said decree offered for sale the proerty in said decree mentioned in parcels as shown by the hand bill herewith filed, at which sale S.C.Harrell bid off the first piece at the sum of \$750.00 which paid and your commissioner deposited the sam in the Farmer,s Bank of Nansemond , Suffolk Va. , S.S.Harell bid of the second parcell at the sum of \$265.00 which he paid and was likewise deposited by your commissioner in the said bank as will appear by a certificate of deposite herewith ifled, John M. Saunders bid off the last pice at the sum of \$215.00 and has paid nothi as yet, but your commissioner has no doubt but that he will pay in a few days if the sale is confirmed.

Your commissioner regrets to be compelled to report that in his opinion first and last piece of proerty sold for much less than its value. Commissioner in his report comfirmed by said decree reported the fee-simple value of the first piece to be \$1200.00 and that of the last piece to be \$250.00. Your commissio begs further to report that in these two sales he has upset bids filed supported in each case by bonds which he is informed and believes to be good. These upset bids are upwards of ten per cent on the original bids. Your commissioner says the sale were duly advertized and were fairly made but some for some reasons which he does not know bidderw did not turn out and bid. Your commissioner has had three private offers for the first piece at \$1000.00 but of course he could not report such bids under said decree, he feels quite sure that a resale at auction is the proer way to get the best prices for said proerty, and he therefore prays that a re sale be ordered to

take place at an early day as the property is now vacant,
and should be occupied for the next year.

The second lot sold for less than its assessed value but no one has put in any upset bid as yet and nothing has been heard to indicate that such a course will be pursued. The bidding at the sale of this pice was participated in by several and your commissioner respectfully recommends that this sale be comfirmed and that a deed be given the purchaser. Your commissioner has not paid out one cent of the money, but as soon as a sale is comfirmed he wishes a decree to distribute and to pay some taxes as the proerty was advertized for taxes and your commissioner out of his own pocket has paid the taxes and has the Treasurer,s receipt ofr same. The paties and their attorneys have been notified of this application.

Respectfully Submitted

W. S. Halland
Spec. Comm. &c

Rosen boum res

rs

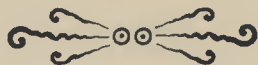
Daughters adms. et al.

Report of Sole by Spe.

Cour. W.S. Hallou

VALUABLE LANDS

FOR SALE AT AUCTION.



Pursuant to a decree of the Circuit Court of Isle of Wight County rendered at the November term thereof, in the cause of Rosenbaum & Co., vs. Daughtrey et. als.

I SHALL OFFER FOR SALE AT

PUBLIC AUCTION,

at Carrsville, Isle of Wight County, Virginia, on Saturday, December ¹⁷~~10~~th, 1892, the following desirable real estate:

1. All that certain lot at Carrsville, containing 35 acres, more or less, sale in gross and not by the acre, on which L. W. Daughtrey lived prior to his death. On it, there are splendid buildings, including dwelling and outhouses. This lot will be sold for cash enough to pay a lien debt by deed of trust of about \$720.00, the balance in one and two ⁸/₃ years, with legal interest thereon from day of sale till payment.

2. All that certain lot also at Carrsville, containing about one fourth of an acre, it being the lot conveyed to said L. W. Daughtrey by deed from Jno. A. Cutchin. This lot has on it a good dwelling and is a desirable residence. This lot is sold for cash to pay far as it will on debt due Henry Pruden and secured by deed of trust.

3. All the interest of said L. W. Daughtrey, it being one equal moiety, in and to that certain tract of land on Kinsale swamp, said to contain in all 100 acres which was conveyed to said Daughtrey by deed from Nancy V. Holland. This property is sold for one third cash, and the balance in one and two ⁸/₃ years from date of sale with legal interest.

November 18th, 1892.

W. S. HOLLAND, Special Commissioner.

I, N. P. Young, clerk of the Circuit court of the county of Isle of Wight, in the state of Virginia, do certify that W. S. Holland, commissioner of sale appointed by decree of the Circuit court aforesaid, rendered at the November term, 1892, in a suit therein pending in which Rosenbaum & Co. are plaintiffs, and J. F. Eley administrator of L. W. Daughtrey deceased et. als, are defendants, has given the bond required by said decree.

Teste:

N. P. YOUNG, Clerk.

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Teste:

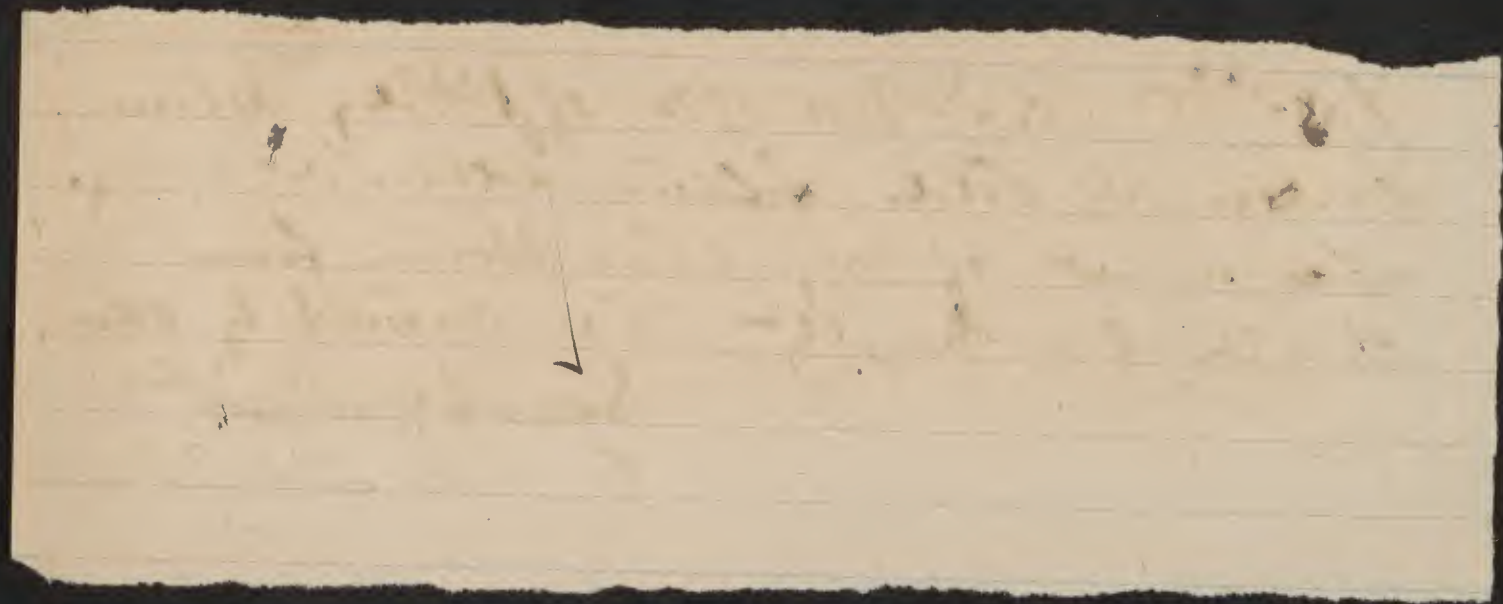
N. P. YOUNG, Clerk.

Dec 17, 1892

1/18-⁰⁰/₁₀₁ Recd Nov 15/92 of J. F. Lee, admr of
L. W. Daugherty's estate fifteen dollars & - being
for rent of my Star House from
death of L. W. Daugherty - until vacated by admr -

Sarah G. Hyatt

P. J. H. Samuels



SEABOARD AIR LINE. TELEGRAM.

No.	SENT BY	REC'D BY	CHECK.	TIME.	M.

Date,

Cincinnati Va Sept 3

1892

To

Mr N P Gann

Dear Sir

Please enter claim
 of J. C. Parker Parcel #15 - V. No. 136 U.S.
 Geo Daugherty - Hoboken

Respectfully
 J. E. Eley

Franklin, Va., Aug 19th 1892

Ms J. F. Ely adms of L. W. Dargatzis

TO J. C. PARKER,

ATTORNEY-AT-LAW, Dr.

1891

Oct. 10. 1891 To advice concerning estate 15.00

Paid.

Thanks J. C. Parker

Kaw about this? I did not hear from you
or don't know what to expect.

(Over)

How about the insurance on the Daughters
buildings, & on the Baptist Parsonage
about which I wrote you? Can't we
get it?

P. V.

all,

Recd of J. F. Eley Adm^r
of L. W. Daughtry estate
Three dollars, each, for
Three days work on inventory
+ appraisement of said Estate.
J. G. ^{over}

J. A. Vaughan
E. W. Daughtry
John M. Saunders } Appraisers

7

7

Carrsville, Va., Feb 23, 1892

Mr. L. H. Doughtrey's Estate
To Gavin Rawls, Dr.

To Medical acct. to date,
Attended in Carrsville \$65.00

Personally appeared before me
Gavin Rawls & made oath
that the above is a true & correct
copy of the above account
J. F. Eley

Received Feb. 23, 1892, of J. F. Eley,
Admin of L. H. Doughtrey's Estate
Sixty five dollars in payment
of above account in full
Gavin Rawls.

✓

Estate of L. W. Daugherty dec

1891

In account with J. F. Eley admr

To Digging grave	1 00
" Bal on Coffin	17 00
" Medical account	65 00
" Insurance on stock Indse	55 00
" Lock on store door	1 00
" 3 Appraisers 3 days, each	9 00
" Auctioneer for selling property	25 00
" 1 1/2 months Rent for store	15 00
" Paid Taxes on property	11 94
" Paid tax on 48 gals. brand 1890	43 56
	1755 14

By amt. of cash found in safe \$98.00 171.14

Admrs
Statement

at.

The Estate of Leonard W Daugherty decd
In account with Josephus D. Eley, administrator.

1891

Octo.	Paid for digging grave	1 00	
"	" " Coffin	14 00	
"	" Dr. attend am last illness	65 00	
"	" Insurance on store &c	5 50	
"	" for lock on store door	1 00	
"	" Appraisers, 3 days each.	9 00	
"	" Crier at sale	2 50	
"	paid Rent of storehouse 1/2 mo.	15 00	
"	" Taxes as used m. decreed	11 94	
"	" " on 48 gals. brandy	43 20	
"	Commissions on \$1123.76 receipts	56 16	
"	retained to pay clerk fees for admn. & stay thereon &c	3 11	
"	" " Recording inventory & appraisal & acct. of sales	3 95	
1892	paid J. C. Parker atty. for on acct. of estate	15 00	
Aug. 24	" Balance per contra	843 90	
1891			
Octo.	By this sum found in safe of decd.	98 00	
Nov.	" Amt. of acct. sales of chattels	998 58	
"	" Int. on deferred payments at rate		
	Bearing interest	26 68	
			\$112326 \$112326

13.

An account of all the debts outstanding against L. W. Daughtry or his estate, together with their priority and dignity.
(No debts proved of the 1st, 2^d, or 3^d Class.)

Debts of the 4th Class.

J. C. P.

A debt due to the plaintiff M. Rosenbauer & Co. assignees of J. C. Parker atty. on a note executed by L. W. Daughtry to J. C. Parker atty. on the 29th of Aug. 1891, and payable 60 days after date, and assigned to said Rosenbauer & Co. for

200 00

Interest thereon to 20th Octo. 1892

11 70 211 70

"

"

A debt due to Edward Rawls assignee of L. W. Daughtry on a note executed by W. S. Johnson payable to said Daughtry 60 days from the 16th of Feb. 1891, indorsed by J. M. Johnson and assigned by said Daughtry to said Rawls for \$300.00

Credited on the 3^d of June 1891 with

\$41.21 Balance on 3^d June 1891 262 59

Interest thereon to 20th Octo. 1892

21 71 284 30

Accts. carried forward

\$496 80

	Amount of debts brought out	\$496.00	496.00
J.C.P.	A debt due to Edward Racols on note, without date, for Interest thereon from the 16. day of Apl. 1891, to the 20. Octo. 1892	28.50 2.56	31.06
"	A debt due to J.H. Raynes & Co. on account for bal: of Interest thereon from Nov. 26 th , 1889, to 20. Octo. 1892	63.50 11.00	74.50
x	A debt due to S. H. Mark & Co. on account for balance of Interest thereon from 2 nd of July 1891, to 20. of Octo. 1892	36.95 2.73	39.68
Self Pd.	A debt due to H. A. Morgan on bond executed the Feby. 16. 1891, payable on demand, for Interest thereon to 20 th Octo. 1892	650.00 65.05	715.05
	A Debt due to James Madrey on bond Interest thereon from 9 th Feby. 1891 to do	50.00 5.08	55.08
	A debt due to J. P. Eley on note for Interest from 1. of Nov. 1891, to do.	50.00 3.26	53.26
	a debt due J. W. Saunders on note & charges of protest Interest from 21. Nov. 1891 to do.	30.45 16.09	46.54
	Acct. carried forward		

\$1788.44

	Amt. brought forward	1788 4 ¹ / ₂
	A debt due Nancy W. Holland on bond due 17. Octo: 1883 for . . \$300.00 subject to credits to wit: \$30.00 on 15. Augt. 1884. \$20.00 on 20. Dec. 1884; \$30.00 on 1. March 1886, \$50.00 on 12. apl. 1887, and \$30.00 on 6. July. 1890. Leaving balance 6. July, 1890 of	226 45
	Int. on bal. to 20. Octo. 1892 @ \$30.00 p. a.	45 28 271 73
	A debt due Jas. M. Saunders on acct.	15 00
	Int. from 30. Sept. 1891 to do,	95 15 95
	A debt due to Sam. A. Saunders " "	23 74
	Int. from Octo. 1 st 1891 to do.	1 51 25 28
10 ⁰	A debt due to Henry Pruden on bond for (Int. paid up to 31. Octo. 1890)	500 00
	Int. from 31. Octo. 1890 to do	58 37 558 37
+	A debt due to R. H. B. Cobb on acct.	30 00
	Int. thereon from 12. apl. 1891 to do.	2 66 3 266
a	A debt due to W. J. Allen & Co. "	47 01
+	Int. thereon from July 25, /91 to do.	3 52 505 3
x	A debt due to R. H. B. Cobb on acct	80 00
	Int. thereon to 20. Octo. 1892 from 12 April, 1891	2 66 3 266
	Total debts forward	\$2775 00

C.

An account of the real estate of which
S. W. Daugherty died seized and possessed
together with its fee simple and annual
value.

J. L. T.
W. J. T.
Pruden

A lot of $\frac{1}{4}$ acre at Camoille,
by deed from the executors of
Jno. A. Cutchin, fee simple
Value thereof 400 00
Annual value thereof 25 00

A tract of 50 acres, by deed
from Nancy D. Holland, lying
on Keisale swamp, valued
in fee simple at 250 00
Annual value thereof 25 00

J. L. T.
Pruden
W. J. T.

A tract of 35 acres at Cam-
ville, from Edw. P. Rawls trustee
for Ethelbert Rawls. valued
in fee simple at 1200 00
Annual value thereof 100 00
\$ 1850 00 / 150 00

Municipal office, Isle of Wight Court house,
October 10th. 1897.

To the Circuit Court of Isle of Wight county,
Pursuant to a decree of the said Circuit
Court of Isle of Wight county, rendered on the
20th day of April 1897, in a suit therein de-
pending between W. B. Rosebauer & Co. Plaintiffs

against J. F. Eley administrator of S. W. Daughtry
decd: et als. defendants, directing a commissioner
of said court to take, settle & report to the court
1st. An account of the transactions of J. F. Eley
as administrator of S. W. Daughtry decd:.

2nd. An account of all the debts outstanding
against the said S. W. Daughtry or his estate,
together with their order of priority & dignity,
and whether the same are secured by liens on
the property of the deceased, or not.

3rd. An account of the fee simple and annu-
al value of the real estate of which said
S. W. Daughtry died seized and possessed.

4th. An account of any other matters deemed
pertinent by the commissioner, or which he
may be required to make, state and report
by any of the parties to this suit, Your com-
missioner reports to the court that, on the 2nd
day of August 1892, he issued notices to the
parties, plaintiffs and defendants, that he
had fixed upon the 24th day of August 1892 as
the time, and his office as aforesaid, as the place
for taking and reporting said accounts, and
requiring them to attend. That said notices
were either served or served thereof acknowledged
by the parties or their attorneys. That your com-
missioner also posted at the court house door
of said county on two successive county court
days, notice to the creditors of said S. W.
Daughtry of the time and place of taking
said account of debts. That said notices are

herein filed. That on the day aforesaid before the administrator of said S. W. Daughtry laid before your commissioners a statement of his transactions together with his vouchers. That for want of evidence in regard to the other accounts required to be stated, your commissioners continued the same from time to time until the date of this report, on which day he made up and completed the foregoing accounts, marked respectively, "A." "B." "C."

Account A. is of the transactions of J. P. Eley as the adminr. of S. W. Daughtry, and shows that on the 24th day of August 1892, there was a balance of \$873.90 due from said administrator to the said Daughtry's estate.

Account B. is of the debts outstanding against the said S. W. Daughtry or his estate, and shows the amount thereof on the 20. day of October 1892, to be \$2775.⁵⁰ All of which debts are of equal dignity.

The debt reported as due to H. A. Morgan, is secured by a deed of trust made to J. H. Barnes, ^{Trustee} on the 35 acres tract reported in the said account C.

The debt reported as due to Henry Prudden, is secured by a deed of trust made to E. A. Watkins trustee on the 1/4 acre likewise reported in account C. Your commissioners report specially, that the deed of trust to E. A. Watkins trustee, is made to secure the debt due Prudden, aforesaid, and that said deed also conveys a lot or parcel of land owned by Mr. S. J.

Wyatt, that said Wyatt was security for said Daughtrey in his debt to Prudner and conveyed his property to secure, more effectually, the payment of said debt, and your commissioners therefore suggest that the property of said S. W. Daughtrey be first sold, in order that the surplus arising from the sale of the land of Mrs. Wyatt, if any, may accrue to her benefit, Acct. ^{of the real estate lying burgess's land \$1500} ^{land \$1500} At the request of the defendants by attorney, your commissioners reports that the debts reported in account B. that waive the homestead exemption, are those of the plaintiff W. Rosenbaum & Co., Edward Rawls assignee of S. W. Daughtrey; N. A. Morgan; Jane Madrey; J. P. Eley; J. M. Succeededers estate; Nancy Holland, and Henry Prudner. At the request of the same, and from evidence adduced, your commissioners reports further, that, it would be advantageous to the creditors for a sale of the lands of said Daughtrey, which are conveyed in the deed of trust aforesaid, ~~to~~ be sold on credit, at least for that portion of the sales over and above the debts so secured.

Given under my hand as commissioner in chancery of said circuit court, this day and year first aforesaid.

A. P. Young, clerk,

Comm. fees ~~per~~ \$22.50

Shff. " S of W. 1.00

Od. Shff. Hous. fee 1.00

Cts before Court, \$24.50

Rosecrance Co.
vs $\frac{3}{4}$ In Chap.

Daugherty's adm. et al.,

Report of Court. Young
and in decree of
apl. term 1892.

Filed Oct. 10, 1892

The undersigned Commissioner
appointed by the Circuit Court to
assign down to S. Eva Doughty,
widow of S. H. Doughty, deceased;
and also to set apart to H. R.
Doughty, & Howard S. Doughty, infant
children of S. H. Doughty deceased,
homestead in the real & personal
property of which S. H. Doughty died
seized & possessed, make the
following report:

That in view of the complicated
condition of affairs we are of the
opinion that Mrs. S. Eva Doughty
never should be made in
money.

As to the homestead for the infant
children H. R. & Howard S. Doughty,
we assign them whatever may be
left after satisfying notes
warranting the benefit of homestead
signed by S. H. Doughty, deceased.

Gavin Rowley
J. T. Bradshaw
T. D. Carlson
R. B. White

Report of
Commeprimes
in assigning
down to
Miss E. C. Doughty.

J. C.
Filed Octo. 10th
1892.

MEMO:

OFFICE OF

COURTS:

IN RE
VS.

J. C. PARKER,
ATTORNEY-AT-LAW,

SOUTHAMPTON,
ISLE OF WIGHT, NANSEMOND,
AND ADJOINING COUNTIES.

Franklin, Va.,

August 20th, 1897.

Dear Mr. Justice:

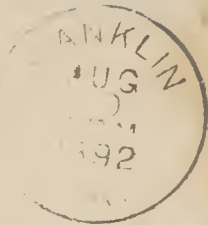
I have the honor to acknowledge the receipt of your letter of the 17th inst. in relation to the above captioned case, and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. I am, however, unable to say at this time whether or not the same will be granted, as the same is now in the hands of the proper authorities for their consideration. I am, however, unable to say at this time whether or not the same will be granted, as the same is now in the hands of the proper authorities for their consideration.

Yours very truly,

J. C. Parker

If not delivered in 5 days, return to
J. C. PARKER,
ATTORNEY AT LAW.
Franklin, - - - Virginia.

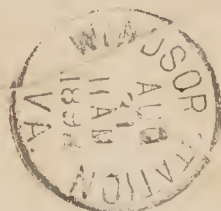
Aug 30, 1892



Mr. R. P. Young C.C.

Esq of Wright C.N.

OK



IN RE

vs.

J. C. PARKER,
ATTORNEY-AT-LAW,

SOUTHAMPTON,
ISLE OF WIGHT, NANSEMOND,
AND ADJOINING COUNTIES.

Franklin, Va., _____ 189

MEMO:

OFFICE OF

COURTS:

IN RE

J. C. PARKER,
ATTORNEY-AT-LAW,

SOUTHAMPTON,
ISLE OF WIGHT, NANSEMOND,
AND ADJOINING COUNTIES.

VS.

Franklin, Va., 189

J. C. Parker

I suppose it will be important to state
in report whether claims have been
waived or not.

Parker
Letter

Aug 22, 1892

Sol. Cutchins,
Attorney and Counsellor at Law,
No. 6, Shafer's Building,
Richmond, Va.

Aug 18th 1892.

Col. H. P. Young

Heaf Wright & Co.,

Dear Sir: Herewith return notice - service
acknowledged. The debt due my father's
estate had been paid in full & I prepared
a deed of release, signed it, & sent it
to Daughtrey but he seems to have
neglected it.

Yours Very truly

Sol. Cutchins.

Sol. Cutcher's
Letter stating
Debt paid

Aug 18, 1892

COURTS:

Isle of Wight, Nansemond,
and Southampton.

OFFICE OF

W. S. HOLLAND,

Attorney at Law and Commissioner in Chancery,

Windsor Station, Va.,

Per Dec

938.90
88

850.80

775.90

Pay
66.42

89.09

17.55

18.75

99.61

85.26

31.51

23.40

12.97

10.28

18.35

107.50

82.55

77.68

12.15

9.80

7.96

5.07

2341.69 | 850.90

75.00

775.90

	sue	Chase	Per Dec
Rosenbarns Dec	217.70	76.86	10.44
E. Rawls	284.30	103.19	14.10
Jane Maddy	55.88	20.35	2.80
J. F. Eley	59.86	21.70	2.95
J. M. Saunders	317.84	115.40	15.79
Nancy V. Holland	271.73	98.60	13.34
G. D. Thornton Dec	100.29	36.40	4.89
L. H. Raynor Dec	74.12	22.05	3.65
L. H. Munk Dec	39.68	14.95	1.98
R. H. B. Cobb	32.66	11.85	1.57
W. F. Allen Dec	50.53	18.35	
Brentley & Breun	296.23	107.50	
J. D. LaSalle Dec	227.51	82.55	
A. Wright	213.83	77.68	
W. J. Parker Dec	33.06	12.15	
E. Rawls	31.06	11.30	1.50
S. Y. Saunders	25.28	9.17	1.21
J. M. "	15.95	5.85	.78

COURTS:

Isle of Wight, Nansemond,
and Southampton.

OFFICE OF

W. S. HOLLAND,

Attorney at Law and Commissioner in Chancery,

Windsor Station, Va,

Less accrued ^{6 1/2 %} ~~fees~~ ^{costs}

Rosenbaum Res	211.70		
Edward Rawls	284.30		
Jane Moddrey	55.88		
J. F. Eley	59.86		
J. M. Saunders	317.84	²	
Nancy V. Holland	271.73	⁴	
G. D. Thaxton Res	100.29		
Brinkley Bennett	159.72		
	<u>\$1461.32</u>		

2341.72
1461.32 (37)
880.39
702.3
17809
10387
1422

880.39

227.

\$599.23

938.90

549.11

1488.01

1473.01

599.23

775.90

37.88

1413.01

850.90
37.88
599.23
1487.01

850.90
75.
775.90
599.23
1375.13
37.88
1413.01

SEABOARD-AIR LINE.

Station, _____ 189

Waver Debt

H. A. Morgan	700.00
H. Padden	650.00
Mrs Jno. M. Saunders	200.00
L. W. D. To E. Rowley	350.00
Rosenbaum	200.00
A. Wright	202.02
F. H. Maxton	100.00
Bank of Amer.	150.00
A Bank & Co	3 ⁰⁰ 00.00
W. F. Allen	50.00
	2902.00

Personal estate	1000.00
Home Lot	1500.00
Byrd Lot	250.00
At 1/2 lot in farm	400.00
	3150.00

\$ 56 ⁰⁰

Census Sept - 23

1891

Nov 1/91

after date I promise to pay to

the order of

J. F. Eery

Fifty - six

00

Dollars,

Payable and Negotiable at

Value received without offset. The Maker and Endorser each hereby waive the benefit of the Homestead Exemption as to the debt evidenced by this note.

No.

Due

L. W. Daugherty

J. F. Lee

all day
comm.

COURTS:

Isle of Wight, Nansemond,
and Southampton.

OFFICE OF

W. S. HOLLAND,

Attorney at Law and Commissioner in Chancery,

Windsor Station, Va, Sept. 26. 1892

Mr. A. P. Young

Dear Sir,

Yours recd. Thanks for deed. I went to Mr. Henry Pruden's house myself. His bond is for 500⁰⁰ and bears interest from October 31st 1887 till paid, and is subject to three separate credits endorsed on the back for 30⁰⁰ each as of Oct. 31st 1888, 1889 + 1890 respectively. The bal. due is 500 with int. from Oct. 31st 1890. These payments were interest and paid as such. There is no using secret or open in the transaction. The admr. admits Pruden's paper is correct so far as he knows.

Miss Lammie is sick and I am very busy but will try and come out one day this week.

Mr. F. B. Roberts says Miss Ely will be paid this week and if she is paid I have promised to pay costs. If she is not paid I will file the declaration 1 Oct. Rules

Yours very truly
W. S. Holland

\$ 50 ³⁸ —

Suffolk, Va., Sept. 10th 18

days after date I promise to pay unto

Thirty
Mess. Brudley & Beaman
without offset, at the ~~FARMERS BANK OF NANSEMOND~~ ^{Bank of Commerce Norfolk Va} negotiable and payable.
Fifty & 38/100 ~~Suffolk, Virginia.~~

Dollars.
for value received: and it is agreed upon by the parties that the interest on this Note shall be
payable in advance: and we, principal and endorsers, hereby waive the benefit of our Homestead
Exemption as to this debt.

Credit the Maker:

L. W. Daughtry

Mr. Bishop's Library
... of Dallas
L. W. Dancy, Librarian

Received of
Nov. 1, 1893

✓

\$100⁰⁰

August 8th

1891

the order of

Sixty days

after date

I promise to pay to

Miss. Brinsley and Deaman

One Hundred

Dollars,

Payable and Negotiable at

Bank of Commerce

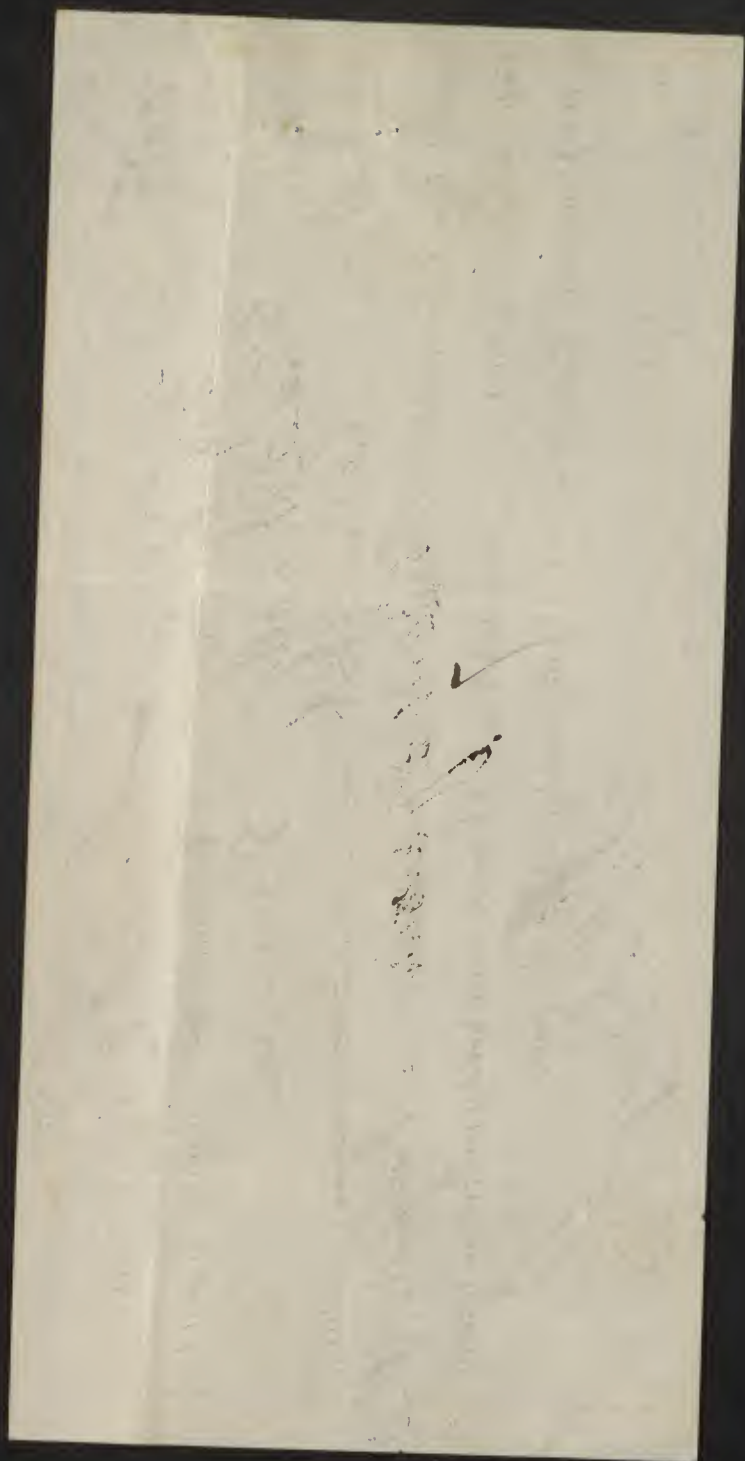
Portland, Me

Value received without offset. The Maker and Endorser each hereby waive the benefit of the Homestead Exemption as to the debt evidenced by this note.

No.

Due

L. W. Daugherty



Mr Young. Mr Mould says of the
 lands L.W. Daughy - died seized of
 Annual Value of $\frac{1}{4}$ acn Lat- \$25-
 58 acn on Kinsale // 25-
 35 " ac - Carrner 50
 Repayments 100 00

John Eay

Please date claim of E.Rand that is without - date
 same date as the note of a S. Thum - L.W. Dr to E.Rand.

Causeville 29
Aug 29 '02
Mr. A. P. Young
Salem Wright OH
79

Dear Sir

Enclosed please
find a note against
the estate of L. W. Daugherty
of Causeville in favor of
Jane Madry for the sum
of \$50.00, which Mr. J. H.
Ehly told me should be
sent to you.

Yours Truly
O. F. Culehrie

Daughter's
bond due to
Jann Madoc
Rec'd. Sept. 31, '92



1891 L. W. Daugherty Esq To
Sam J. Saunders

Oct 1 To Bal on Labor in Store \$ 28.77

State of Va Gen of Argtl -

J. F. Eeg a Justice of the Peace in for the County -
afforded do hereby certify that Sam J. Saunders personally
appeared before me & made oath to the above of \$28.77

J. F. Eeg Jt.

Received by Geo. M.
Sawyer,
N. B. Young and

all by Cash
✓
\$100.00
N. B. Young and

1892 L. W. Daugherty, Esq
To Jno M. Saunders
To Labor in Store July Aug
and Sept 1891 @ 15-00
\$15.00

State of Va Sec of Agric - C.
J. F. Eley a Justice of the Peace in
for the County of Loudoun do hereby
Certify that Jno Saunders personally
appeared before me & made oath
to the above of 15-00
J. F. Eley Jc

Purdyle
Council
St. Young
and

✓
all & by
Comm.

300⁰⁰

80910

87113 Nov 22

Suffolk, Va.,

August 21st 1891

days after date

I promise to pay unto

or order, negotiable and payable,

without effect, at the **FARMERS* BANK* OF* NASEMOND*** Suffolk, Virginia,

Three Hundred

Dollars.

for value received; and it is agreed upon by the parties that the interest on this Note shall be payable in advance: and we, principal and endorser, hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the Maker:

PROTESTED FOR NON-PAYMENT

Suffolk, Va.

NOTARY PUBLIC

L. W. Daugherty

John M. Saunders
J. T. Bradshaw
J. T. Saunders
John G. Rhodes,
Sarah J. Wgatt
L. W. Daughtry

Allard by Court.

Order No.

L. H. RAYMO & CO..

BALTIMORE, MD.

October 11

1889

Salesman.....

Sold to L. W. Daughtrey

P. O.

Caresville

State.....

Va

When to Ship.....

No.

Doz.

Ship Via.....

Price.

Exten.

3243	1/4	Mens	Black Stiff	18.00	4.50	
2045	1/4	"	" "	21.00	5.25	
3516	1/4	"	" "	18.00	4.50	
3344	1/4	"	" "	18.00	4.50	
3173	1/2	"	" "	12.00	6	
3443	1/2	"	" "	16.00	8	
3196	1	"	" Wool Soft		2.75	
3325	1/2	"	Nut Pirate	9.00	4.50	
3073 1/2	1/2	"	" Soft	9.00	4.50	
3371	1/2	"	Tobacco Rush	9.00	4.50	
3939	1/2	"	Beck Fur "	9.00	4.50	
3126 1/2	1/2	"	Gold Wool Fancy	9.00	4.50	
3145	1/2	"	Cordy "	9.00	4.50	
3567	1/2	"	Blue Fur Rush	9.00	4.50	
3451	1/2	"	Civ . "	9.00	4.50	
3417	1/2	"	Nut Soft	15.00	7.50	
3497	1/2	"	Beck "	18.00	9	
3419	1/2	"	" "	15.00	7.50	
3326	1/2	"	Beck Fur	12.00	6	
3296	1/2	"	Beck "	12.00	6	
	1	Boys	Asst Polo		1.50	
	1/2	"	" "	2.00	1	
930	1/2	"	" Plush	3.00	1.50	
3223	1/2	Mens	Drab Helms	4.50	2.25	
3224	1/2	"	Beck "	4.50	2.25	
3264	1/2	"	Blue Plush Caps	4.50	2.25	
3265	1/2	"	Fancy Velvet	4.50	2.25	
3271	1/2	"	" " Jockey	4.50	2.25	
3552	1	"	Asst 1/4 Caps		2	
2501	1	"	Silk "		4.50	
3308	1/2	Boys	St Paul	4.50	2.25	
3306	1/2	Mens	St "	4.50	2.25	
	1/2	"	1/4 Caps	4.50	2.25	
3374	1/2	"	Fancy Windsor	4.50	2.25	
3377	1	Boys	Velvet Skating		2	
3301	1/2	Mens	Beck Cordy Jock.	4.50	2.25	
					142.50	

		Amount Forward.		
431	1/2	Boys Cloth Lurans	4 ⁵⁰	14 2 50
2569	1/2	" Belk Port	4 ⁵⁰	2 25
	1/2	" Best Lurans	4 ⁵⁰	2 25
3507	1/2	Chi Fancy Cordy	4 ⁵⁰	2 25
3563	1/2	" Blue Soft	4 ⁵⁰	2 25
		Dray age	75	75
				154 50

Nov 26 By Mdsc Returned

91 00

all d. by count,

Raymond & Co.
per 3 acct.
Accounting & Co.

6350

GEORGE WARD,
MANAGER.

MILLER & BONSAI,
ATTORNEYS.

SNOW, CHURCH & COMPANY,
OF BALTIMORE CITY.
LAW AND COLLECTIONS,

GLENN BUILDING.

12 ST. PAUL STREET.

State of Maryland, Baltimore City, to wit:

Be it remembered that on this 20 day of August in the year 189 2
before me the subscriber a Commissioner of the State of Virginia residing in the
City of Baltimore, duly commissioned and qualified by the Executive Authority and laws of said State
to administer oaths and affirmations and to take depositions, affidavits and the acknowledgment of deeds
and other instruments to be used and recorded therein, personally appeared Joseph S

Killoughby who, being first duly sworn by me according to law, deposes and says:

That he is a member of the firm of L. H. Rayner & Co
which firm is composed of the following persons, namely: Louis H. Rayner, Joseph
S. Killoughby and Louis Wilson

That the goods, wares and merchandise, charged in the annexed account to L. W. Daughtrey
were bona fide sold and delivered as charged, and that affiants'
firm has not, nor has any person for it, to his knowledge and belief, received any payment, satisfaction
or security for the articles charged, except the amount credited on the face of the said account, and
that the said L. W. Daughtrey assumed to pay the amounts charged
for the same:

That there is no just offset, credit or payment known to deponent against said account, other
than there allowed; and that the sum of Sixty Three 50/100
Dollars with interest from the 11 day of July 189 1, over and above all dis-
counts, is now justly due.

And at the same time personally appeared Edgar L. Starkloff
and made oath that he is clerk of the said firm of L. H. Rayner & Co
and that the goods, wares and merchandise charged in the annexed account were sold and delivered as
charged, and at the prices charged therein, to the said L. W. Daughtrey
and that the said party assumed to pay for the same.

Sworn to and subscribed before me the
day and year aforesaid. Witness my hand and seal.

A Commissioner for the State of Virginia

Dear Mr Edward. Reed
Twenty Eight + $\frac{50}{100}$ Dollars
interest on notes.

L. H. Doughty

FORM XX.

C. Howes

pr. Zeph

SEABO

Douglas

No.

SENT BY.

R

To

candidate

✓

Allday com,

No. 10 Date Dec 31
J. W. Daughtry

\$200.00

Franklin, Va. Aug 29th 1881.

Sixty days after date, for value received I promise to pay to the
Order of J. C. Perkins. atty. without offset,
Two Hundred & no/100 DOLLARS,

payable and negotiable at **VAUGHAN & CO.'S BANK**, Franklin, Va.

Note. The maker and endorser each hereby waive the benefit of the Homestead Exemption as to this debt, evidenced by this

Credit the Makor.

J. W. Daughtry

~~Case of [unclear]~~
~~[unclear]~~
~~[unclear]~~
~~[unclear]~~

Pay to M. Rosenbaum
the order,

J. C. Parker atty

✓

all. by Court,

ESTABLISHED 1829

Pay no money to Agents or Salesmen without written authority. All financial business must be done direct with the HOUSE.

OUR RESPONSIBILITY CEASES, after obtaining Shipping Receipt for Goods in good order. Please send full shipping directions with each order. All claims or errors to be reported within three days after receipt of goods.

Terms: _____ days. _____ for Cash.

Petersburg, Va., *May 16th* 189*7**Mr L.H. Daughtry Carswell*

Bought of S. H. MARKS & CO.,

MANUFACTURING CONFECTIONERS,

Order Book _____

Day Book _____

Salesman _____

And Jobbers in Foreign Fruits, Nuts, Tobaccos, Cigars, Cigarettes and Snuff.

MITCHELL MFG CO, PETERSBURG, VA

3 Box 5 ^{lb} "True to the Core" Tob	59 1/2	20	11 90
10 "First Kiss 12 ^{lb}	200	25	50 00
5 "Old Comforter	87 1/2	20	17 50
1 "Hamberg Pipes			50
3 Dg White Rose Soap		45	135
1 "Dew Drop			35
1 "Castile			35
			<u>81 95</u>

*\$81 95**Mr 27 By 180d "First Kiss" Tob 25**Over*

45 00
<u>36 95</u>

City of Stenton & Co. v. it

This day James B Robertson, Bookkeeper for
S. H. Marks & Co. personally appeared before me &
being duly sworn made oath that the within
statement of account against L. W. Daugherty is
true & correct - Given under my hand this 15th day
of Feb 7 1893

W. S. Simpson
Notary Public

all.

60.41.8
48.11
29.56
2.8
86.08

1.11
111.1

\$650 ²⁰/₁₀₀ Cassie D^a Lebay 16th 1891
On Demand with - interest - from
date - I promise to pay to the
order of H. A. Morgan Esq. Six
hundred & fifty - dollars for value
received & I hereby waive the benefit
of my homestead exemption as
to this debt - as witness my
hand & Seal this 16th day of Lebay
1891

L. W. Daughtrey 

Dr. H. A. Morgan

of W. S. Holland Spec. Commr

Recd. June 22nd 1873 Four Hun-
dred + eight Dollars on the within
4.16.¹⁰

H. A. Morgan

Recd. Aug. 30th 1873 of W. S. Holland
Spec. Commr. Three Hundred and
twenty nine + ³³/₁₀₀ Dollars in full payment
of balance due on the within note
329.33

H. A. Morgan

ESTABLISHED 1829

Pay no money to Agent or Salesmen without written authority. All Financial business must be done direct with the HOUSE.

OUR RESPONSIBILITY CEASES, after obtaining Shipping Receipt for Goods in good order. Please send full shipping directions with each order. All claims or errors to be reported within three days after receipt of goods.

Terms: days. for Cash.

Petersburg, Va.,

May 15th

1891

Mr. H. Daughy, Carencro

Bought of S. H. MARKS & CO.,

Order Book

250

MANUFACTURING CONFECTIONERS,

Day Book

Salesman

White

And Jobbers in Foreign Fruits, Nuts, Tobaccos, Cigars, Cigarettes and Snuff.

MITCHELL MFG CO. PETERSBURG, VA

31 Box 5 Fruit the One Place	59 7/10	11 96
10 " 1 st Kew Doty	20 5/25	50 00
5 " One Comfort "	8 7/2	20 17 50
1 " Humbug Pipes		50
302 White Rose Soap	45	135
11 Dew Drop "		35
10 Cantile "		35

81 95

Aug 27 B 7180 Tobacco Rtd 25

45 00
 81 95
 126 95

City of Petersburg Va to wit:

This day personally appeared before me W. S. Simpson
a Notary Public for the City of said in the State of Va
James B. Robertson, Book-keeper for S. A. M. & Co.,
who being duly sworn make oath that the within
statement of each is true & correct to the best of his
knowledge & belief - Given under my hand this
13th day of August 1892

W. S. Simpson
Notary Public

attd. by Comm.

Mark, H. Co.,
3 out.
Poughkeepsie

Mr. L. W. Daugherty

1894

Bought of R. H. B. Cobb

Apr 12 20 Cord Wood 1⁰⁰ / 20.00

Southampton County bond.

This day personally J. A. Fowler before me in said County and made oath to the correctness of the above account given under my hand this 22nd day of September 1894

L. R. Edwards
Notary Public

Mr. R. N. B. Cobb,

Dr Sir:

I again return your act. as Daugherty
as erroneous, in this, that M. S. O. Daugherty
died in 1891, his adm. gulf. in 1892, Jan, and your
act. is dated Apl. 1st 1892. after he died.
You may have erred in dating your act in
1892 instead of 1891. Explain or correct
the act. and return to me at once

Yours, R.

Sept. 28/92

A. P. Young
Clerk.

Dear Sir:

It is merely an error in the year. Have
changed it to 1891 - Yours &c

R. N. B. Cobb

The above is a true and correct copy of the original.

ALL CLAIMS FOR DEDUCTION MUST BE MADE WITHIN FIVE DAYS AFTER RECEIPT OF GOODS.

A. BRINKLEY,
N. BEAMAN.

Norfolk, Va., Aug 10th 1891

Mr L. W. Daugherty

Telephone, No. 121.

BOUGHT OF

BRINKLEY & BEAMAN,
WHOLESALE GROCERS,

Terms, *Refrigate*

NO. 73 WATER STREET.

INTEREST CHARGED ON ALL BILLS PAST DUE.

1	Bbl Granulated Sugar 333 @ 4 1/2	14 99	
5	Bbls "Sunny South" Flour @ 5 00	25 00	
1	Reg 3 F Powder	6 00	
1	Bbl Milk Bicarbonate 57 @ 8 1/2	4 85	
1	Box Monday Soap	3 00	53 84

Robert R. Rennie
Commissioner ~~in~~ ^{of} Chancery
of the Circuit Court of Henderson County

Norfolk, Va., Aug 28th 1891

Mr L. W. Langhorne

Telephone, No. 121.

BOUGHT OF

BRINKLEY & BEAMAN,

WHOLESALE GROCERS,

Terms, *Langhorne*

NO. 75 WATER STREET.

INTEREST CHARGED ON ALL BILLS PAST DUE.

1 Bx Bellies	575 @ 7 ³ / ₄	44 56	
1 Keg White Fish		265	
1 Bx Soda	36 @ 6 ¹ / ₂	234	
1 Case Beef	2 @ 1 ³⁰	260	
1 Bbl Cranberry	328 @ 4 ¹ / ₂	1476	
1 Bx Eggs		350	70 41
			124 25

State of Va

Corp of Norfolk Co. S.S.

This 20th day of March 1893

J. W. DeJarnet - Bookkeeper for Brinkley & Beaman appeared before me & made oath that the above is true & correct

Thomas D. Hark
Notary Public

alldi

✓

NOTICE.—DO NOT PAY OUR AGENTS OR ADVANCE THEM ANY MONEY ON OUR ACCOUNT.

8720

PHILADELPHIA,

Aug 31—

1891

Mr. L. H. Dougherty

Carrsville Va.

TERMS CASH.

2 per cent. off 10 days.

1 " " " 30 "

Net . . . 60 "

BOUGHT OF FRANK D. LA LANNE & CO.,
COTTON & WOOLEN MILLS,

Bills must be paid in NEW YORK DRAFTS. OFFICE, 214 CHESTNUT ST.

If you pay the whole or part of this Bill to any of our agents, without our written authority, you do it at your own risk, as they are not authorized to collect money or goods for us.

1	Pc Poplar Jean	50'	16	8 04
1	" Cassimere	28	50	14 00
1	" Santa Kersey	33	42 ²	14 03
1	" Boston Cassimere	51 ³	27 ²	14 23
1	" Elm. Plaid Flannel	70 ³	20	14 15
3	" 27 ⁱⁿ Drift ^{ANY}	13 ⁴	27 ²	37 20
2	" Friendly Suiting	77 ²	18	13 95
2	" Delta " "	98 ²	20	19 70
1	" Stafford " "	45 ³	25	11 44
R 1	" White Flannel	36'	6 ²	2 36
S 1	" Scarlet " "	35	20	7 00
V 1	" Gray " "	71 ²	15	10 73
1	" 1/4 Leonard Suiting	35'	75	26 44
6	Pc Audover Blankets		112 ²	6 75
6	" Nevada " "		80	4 80
6	" Japan " "			7 50
				50
				212 82

ALL DISCOUNTS ON THIS BILL ARE
FORFEITED IF NOT PAID WHEN DUE

Subject to draft at sight, if not paid when due. Money sent by Express, must have all charges prepaid.

Salesmen are not allowed to make alterations in this bill. If not correct, please return to us for correction.

Copied by

LAW OFFICES
—OF—
FRANCIS SHUNK BROWN,
PHILADELPHIA, PA.

State of Pennsylvania, }
CITY AND COUNTY OF PHILADELPHIA. } SS.

Before me, FRANCIS S. BROWN, a Notary Public for the Commonwealth of Pennsylvania, residing in the city of Philadelphia, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared Hugh J. McCabe book

keeper for F. W. La Lamm & Co
who being duly sworn, according to law doth depose and say, that the annexed account against

L. H. Dougherty
is correctly copied from the books of the Original Entry of F. W. La Lamm & Co
that the charges were made in said books at or about the time of their respective dates; that the goods for which said charges were made, were sold and delivered as charged; that the charges are correct, and the account just and true as stated that there is now due and owing thereon, the sum of

Two Hundred & Twelve 82 Dollars,
100

with interest thereon from _____ day of _____ A. D. 189 _____, that no part of said sum has ever been paid or in any manner settled, and that there are no deductions or offsets of any kind, except such as are therein specified and credited; and furthermore, the said firm holds no collaterals or securities of any kind for securing the payment of the said debt or claim.

Hugh J. McCabe
Sworn to, and subscribed before me, this 23rd

day of Feb A. D. 189 3

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, the day and year aforesaid.

Francis Shunk Brown
NOTARY PUBLIC,
Commonwealth of Pennsylvania.

J. D. LaSalle & Co.

m. $\frac{3}{4}$ acct.

L. W. Doughty

//

To hand 1. March

1893.

com

Received

✓

\$ 3 00

on demand ~~at date~~, with legal interest from
date until paid, I bind my self, my heirs, Executors and
Administrators, jointly and severally, to pay to Moncy V.
Holland

the just and full sum of Three hundred
(300) DOLLARS;

and I hereby waive the benefit of my Homestead Exemption
as to this debt, obligation and contract.

Witness my hand and seal this 17th day of October 1883

Witness:

L. B. Houghton (Seal)

(Seal)

(Seal)

Recd. on within note thirty Dollars
\$30 — this 15th day of Aug. 1884.

Nancy V Holland

Recd. on within note twenty Dollars
\$20 — this 20th day of Dec. 1884

Nancy V Holland

\$30 Recd. on within note thirty Dollars
this 1st day of March 1886

Nancy W Holland

Recd. on within note fifty Dollars
\$50 — this 12th day of Apr. 1887

Nancy W Holland

Recd. on within note thirty
Dollars this 6th of Feb. 1890

Nancy W Saunders

R. J. M. Saunders

all by Cash.

Norfolk, Va., Augst 1 1892.

Mr L. W. Saughitz, Carroville Va.

To W. F. ALLEN & CO., Dr.

Wholesale + Grocers + and + Flour + Dealers,

Fish, Provisions, Salt, &c., &c.

1891

TERMS 30 DAYS.

Interest charged on all past due bills.

To Adse. as per bills rendered

Inly 25	5. Bbls. O.V. Flour - 51 ¹⁵	25 95
" 1	5 ⁰⁰ Red Oil 52 ¹² - 9	4 92
" 1	5 ⁰⁰ Gran Sugar 312 - 4 ¹²	14 04
" 2	Sacks Fine Salt 12 ⁵⁰	2 50

47 01

Personally appeared before me
 Mr Jas E Allen Cashier
 of Firm W. F. Allen & Co. and
 Made oath that the above Ac-
 was correct to the best of his
 knowledge and belief
 J. Wilson
 J. P.

Geo Rathinson
 Smithfield
 Va.

all, by cond.

$$\begin{array}{r} 1.111 \\ 47.07 \overline{) 51.77} \\ \underline{3.29.67} \\ 23 \\ \underline{6.52} \end{array}$$

Suffolk Va.

Aug. 22nd - 1892

Mr. A. P. Young
Clerk of Chief Justice Co. Court

Dr. Sir -

Notice was served on me yesterday
to appear before you on the 24th Inst.
The day appointed to audit the accts.
of Estate of L. M. Daughtry decd.
I will not be able to attend on that
day, and have enclosed you the
amt. due me by decedent.
I have a Bond \$600 executed Feb 16th
1891. with interest from date, payable on
demand, which amounts to \$709.36
to day. (Aug. 22nd.)

The Bond is secured by Deed of Trust
to Barnes Trustee, and recorded
in your Office, to which I refer you.
Nothing has been paid on it.

Yrs. &c.
H. H. Morgan

Read on 36 acres at Carrillway, Mrs. L. W. Horde,
R. D. Carson & C. K. Bowden & Co.,
dated 10. July & recorded 23. July/91
J. H. Barnes, Tutor

Dr Morgan
Sells, &
statent of debt

✓
all. by comb,

\$300⁰⁰

Suffolk, Va., Feb'y 16th 1891

days after date I promise to pay unto

or order, negotiable and payable,

without effect at the ~~of~~ FARMERS * BANK * OF * NANSEMOND * Suffolk, Virginia,
Three Hundred

Dollars.

for value received; and it is agreed upon by the parties that the interest on this Note shall be payable in advance; and we, principal and endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the Maker:

A. S. Johnson

James W. Johnson
J. W. Daugherty

Pay Edw. R. R. Co.

June 35/891 R. 5 Fing one
+ 91 is one more
E. R. R. Co.

✓
All by Court,

On Demand with interest from date
I Promise to pay to Jane Madray the Sum
of Fifty Dollars for value received & I hereby
swear the benefit of my homestead exemption
as to this debt witness my hand & Seal this
9th day of Feby 1891 W. D. Angstrom (Seal)

✓
all by count



H. P. Murray Esq
Isle of Wight-
Va

Wm. B. Wright
acc. & returned
by Corant,

Commissioner's office, Isle of Wight
Court House, Augt, 8th 1892,

To the creditors of S. W. Daughtry decd;

You are hereby notified that, in
pursuance of a decree of the Circuit
Court of Isle of Wight County rendered
on the 20th day of April 1892, in
the suit of Rosenbaum & Co, against
the admors. of said Daughtry estd,
I have fixed upon the 24th day of
August 1892, to take and settle at
my office aforesaid, an account
of the debts outstanding against
said S. W. Daughtry or his estate,
at which time and place you
are required to attend and prove
your respective demands.

Given under my hand as a
Commissioner in Chancery of said
Court, the day & year first above.

A. P. Youngy Comm,

Aug 1, 1892.

The affidavits of Edwin Rawls, J. F. Eley & A. S. Johnson concerning a certain negotiable note for \$300. made by said A. S. Johnson to the order of L. W. Daugherty & endorsed by said L. W. Daugherty to Edward Rawls set up by said Rawls as a debt against the estate of his endorser, L. W. Daugherty, now deceased. said affidavits to be used in support of the report of Comr. N. P. Janning made in the Chancery suit of Rosenbaum & Co. et al. vs. Daugherty's Admrs. et al. in accordance with decree in said suit. W. S. Haccand & J. B. Parker Attys for plaintiff & defendants. being present & agreeing to the taking reading of these affidavits

Edwin Rawls makes affidavit as follows —

The note in question was endorsed by L. W. Daugherty to my father Edward Rawls, present holder of the same, in payment of a balance of Three Hundred Dollars due him ^{by said Daugherty} as Trustee ~~of the~~ ^{over the} estate of a house lot to said Daugherty in Corsaville & on which he lived at his death. The understanding between A. S. Johnson, L. W. Daugherty

said Edward Rawls was that
the said note was not to be sent
to the Bank at which it was
payable for collection, nor was any
protest to be made or notice given
if the note was not paid at maturity
but said Rawls was to hold said
note in his possession at Coun-
cill the maker & indorser would
pay it off as they could.

Gavin Rawls

J. F. Eley makes affidavit as follows.

Mr. Edwards Rawls was the Trustee in
a deed of Trust on a house lot in
Counsell which belong to Elbert
Rawls, & as such Trustee made
sale of said property under the deed
& at said sale L. W. Daugherty became
the purchaser at about \$2200. this
being the lot on which said Daugherty
lived at his death. Said Daugherty
paid Mr. Rawls the whole of said
purchase price except \$300. & in
further of what he indorsed the
note in question in this suit to
said Rawls. I assisted Mr. Rawls

in attending to this business & advised him to accept the said note in payment. The agreement between A. S. Johnson, the maker of the said note, & said L. W. Daugherty, the indorser on the same & Mr. Rawls was that the said note was not to be sent to the Farmers Bank of Hausmann where it was payable but was to be held by Mr. Rawls at Corsaville, & was to be paid off as the maker & indorser could arrange to pay it. It was also agreed that if not paid at maturity no protest was to be made & no notice of nonpayment to be given.

J. F. Eley

A. S. Johnson makes affidavit as follows -

In February 1891, I bargained to buy a cat in Corsaville from L. W. Daugherty at \$450. & paid him \$150. cash, & on February 16th 1891 I gave him my note for \$300. for the balance. Which note is the one in question in this suit. About that time or very soon after. Mr. Edward Rawls as Trustee

sold a house lot in Cornsille which belonged to Mr. Elbert Rawls, & at that sale L. W. Daughtry became the purchaser at about \$2200. & he paid Mr. Edward Rawls this same note that I had given him for \$300. on the purchase price of said lot which was the one on which he resided at his death, when the said note was endorsed by Daughtry over to Mr. Rawls, the agreement between Daughtry, Rawls & myself was that the note was not to be sent to the Farmers Bank of Newbern where it was payable, but Mr. Rawls was to hold it in Cornsille & Daughtry & myself were to take it up as we could. It was also agreed that if not paid at maturity the note was not to be touched, nor any notice required. I paid the \$41.⁹¹ credited on the note. I never got a word from said Daughtry for the lot, but Daughtry paid the note to Mr. Rawls as cash for the \$300. he owed said Rawls.

A. J. Johnson

I certify that the foregoing affidavits were taken and sworn to before me on the day and place within in the caption, given under my hand as a correct of Circuit Court of Isle of Wight County this 2^d day of Oct. 1893.

A. P. Horney Com

Rosenbaum & Co
 W. J. M. J. M. J.
 Daughtry Ad

Repos. filed with
 Court. Young; report
 under a sum of \$14.⁰⁰
 of May 1893.
 Rept. filed 9th Oct.
 1893

3 copies for Dept
original & 3 copies for Plaintiff's bill
original & 1 copy for Defendant's bill

The Commonwealth of Virginia,

To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND YOU, that you summon

J. P. Cleary a administrator of
A. W. Daughlrey decd.; S. Eow Daughlrey,
William R. Daughlrey, Howard A. Daughlrey
(the last two infants by R. E. Boykin their
guardian ad litem) E. A. Watkins trustee,
Henry Pruden, T. H. Barnes trustee, H. A.
Morgan, Solomon Cutchin & Robert Rawls
administrators of John A. Cutchin decd.

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight,
at the rules to be held for the said Court on the first Monday in December, 1891,
to answer a bill in Chancery, exhibited against them in our said court by Master
B. Rosenbaum, Leah Wallstein and
I Rosenbaum trading as M. Rosenbaum & Co.

And have then there this writ. Witness, N. P. YOUNG, Clerk of our said Court, at the court-house, the
3rd day of November 1891, and in the 11th year of the Commonwealth.

N. P. Young Clerk

Execution by delivering to the within
J. E. Lee at ^{man} S. Eva Daugherty R. E. Boykin
Guod. de. E. A. Watkins Trust & Henry
Middin each a true copy of the
within Summons. Nov. 15th 1891

Ro. A. Edwards
Shff.

FORM No 300

Rosenbawm & Co.

SUBPOENA
IN
CHANCERY.

vs.

Dacey & Sons' admors
et al.

J. B. Parker p. q.

To 1st Decr. Rules.

1891. Circuit Court

The Commonwealth of Virginia,

City of Richmond
To the Sheriff of the County of ~~Isle of Wight~~, Greeting:

WE COMMAND YOU, that you summon

*J. D. Eley administrator of
L. H. Daughtry deceased, J. Eva Daughtry,
William R. Daughtry, Howard L. Daughtry
(the last two infants by R. E. Baykin their
guardian ad litem), E. A. Watkins trustee,
Henry Cuden, T. H. Barnes trustee,
H. A. Morgan, Solomon Critchfield Robert Rawls
administrators of John A. Critchfield deceased.*

to appear at the Clerk's Office of the *Orphans* Court of the County of Isle of Wight,

at the rules to be held for the said Court on the *first* Monday in *December*, 1891,

to answer a bill in Chancery, exhibited against *them* in our said court by *Madison*

*B. Rosenbaum, Leon Wallertine and J.
Rosenbaum trading as M. Rosenbaum & Co.*

And have then there this writ. Witness, N. P. YOUNG, Clerk of our said Court, at the court-house, the
3^d day of *November* 1891, and in the *116th* year of the Commonwealth.

N. P. Young CLK.

Executed in the City of Richmond Nov 9th 1891 by
delivering to Solomon Dutcher a copy of the
within precep.
D. S. Cates, S. C. R.

268

Form No 300

Rosebarn & Co.

vs.

SUBPÆNA
IN
CHANCERY.

Daughtrey's admr,
et als.

J. C. Parker p. q.

To 1st. Decr. Rules.

1891, Circuit Court.

Costs & Fee 52¢ sent.
C. B.

R. D.

D. S. Cates, S. C. R.

The Commonwealth of Virginia,

Manassas
To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND YOU, that you summon

J. J. Eley administrator of
L. H. Daughtry deceased; *J. Eva Daughtry*,
William R. Daughtry, *Howard L. Daughtry*
(the last two infants by *R. E. Baykin* their
guardian ad litem) *E. A. Watkins* trustee,
Henry Pender, *T. H. Barnes* trustee, *H. A.*
Morgan, *Solomon Cutchin* & *Robert Rawles*
administrators of *John A. Cutchin* deceased.

to appear at the Clerk's Office of the *Circuit* Court of the County of Isle of Wight,
at the rules to be held for the said Court on the *first* Monday in *December*, 1891.

to answer a bill in Chancery, exhibited against *them* in our said court by *Morton*
B. Rosenbaum, *Leon Wallestine* and *J. Rosenbaum*
trading as *M. Rosenbaum & Co.*

And have then there this writ. Witness. N. P. YOUNG, Clerk of our said Court, at the court-house, the
30 day of *November* 18*91*, and in the *116th* year of the Commonwealth.

N. P. Young *clerk*

Rosebarn Co.

us. { SUBPENA
IN
CHANCERY.

Daughtrey's adm,
et als.

Jm. C. Parker p. q.

To Decr. 1st Rules.
1891. Circuit Court.

Chk. for \$1.52 for &
passage sent beneath
cell.

The entire Sub is the day of Nov 1891
they delivering a true copy to J. H. Barnes
H. M. Morgan Robert Barnes
Attest: J. H. Barnes Clerk of
Vandermonde Co. Va

that the trustee be directed to sell for cash enough to pay said debt and the execution of the trust and the balance on the easiest terms consistent with the principles of equity.

And this respondent having fully answered, and denying all unlawful combination and confederacy prays to hence dismissed with her costs in this behalf expended. And she will ever pray &c

S. Eva, Daughtney

The answer of S.Eva Daughtrey, widow of L.W.Daughtery, dec'd. to a bill in chancery exhibited by M.Rosenbaum & Co. against herself and others in the Circuit Court of Isle of Wight County:

This respondent reserving to herself the benefit of all proper exception to the many errors and inaccuracies on the said bill contained, for answer thereto, or so much thereof as she is advised it is material for her to answer, answering, saith:

This respondent admits the death of her husband and that he left her and the two very small infant children as alleged in the bill, that her said husband was a young man and would have paid every debt he owed in a few years, and had left a home and provision for his family, but your respondent is informed that most all the debts due him cannot be collected and that all his creditors are claiming their money with ~~xxxxy~~ interest and she fears that she will be left homeless and almost peniless, she therefore prays the protection of this court and asks that every legal and proper advantage be given her,. She elects to take dower in the lands owned by her husband during the coverature and does not ask for herself the benefit of the homestead exemption, but she prays that a homestead be set apart for the benefit of her said children, if indeed it can be done.

This respondent is not informed in reference to many of the allegations contained in said bill and cannot therefore admit or deny them, but she prays that each and every party claiming a debt due by her said husband be required to prove the same in the manner prescribed by law, and she especially prays that when the lot on which she lives may be sold under a deed of trust to secure a debt to Dr. H.A.Morgan that it be sold on credits of one, two, three and four years if it can be done consistent with law and equity and that if Dr. Morgan's debt must be paid in cash she pray

No.

Daughters ~~and~~ and

and

M. Rosenbaum & Co

The answer of S. E. Daughly

Filed Nov. 7. 1892

are honest and just debts still he knows nothing of them except hearsay.

Having fully answered, and denying all unlawful combination and confederacy, this respondent prays to be hence dismissed with his costs including a reasonable attorneys fee in this behalf expended. And he will ever pray &c.

J. F. Eery Allm.

The answer of J.F.Eley administrator of the estate of L.W. Daughtrey, dec'd. to the bill of complaint exhibited against himself and others by M.Rosenbaum & Co. in the Circuit Court of Isle of Wight County.

This respondent reserving to himself the benefit of all proper exceptions to the many errors and inaccuracies in the said bill contained, for answer thereto, or to so much thereof as is material he should answer, answering saith:

That he is the adminsitator of said decedent as alleged in the bill, that he believes the complainants debt is just, due and unpaid as alleged, that he has administered the personal estate delivered into his hands to the best of his ability, that he is ready at any time to make a report of his transactions when notified by a commissioner of this court, and he is also ready at the proper time and under the direction of this court to distribute the fund in his hands, that he can say that he has been reasonably successful in disposing of the personal property of his decedent but that the notes, bonds and accounts of his said decedent which came into his hands were practically worthless, almost all of which being insolvent. With these he has made every reasonable effort to collect without incurring unnecessary costs to the estate. That when a claim was known to be insolvent he did not attempt any legal proceedings. Your respondent says that he knew personally and well the parties indobted to the estate and has managed the claims to the very best of his ability .

This respondent says that he is informed and believes that the debt secured by a deed of trust on the "Butler" or "Bird" lot to Dr. T.H.Barnes trustee to secure a debt to the estate of John A.Cutchin, dec'd. has been paid and he is advised that the lien of said deed of trust should be released. That while he believes that the two lien debts to H.A.Morgan and Henry Pruden

No.

Dougherty's adms. & ob.
ads.

M. Rosenbaum & Co

The answer of J. H. Slayden.

Filed Nov. 2. 1892

said decedent and one Mrs. S.J.Wyatt, but your respondent is not advised as to the exact nature of the relation of said decedent with said Wyatt in this transaction. He does not know positively whether Mrs. Wyatt shared in the money borrowed or whether as surety for her friend and kinsman ~~the~~ said L.W.Daughtrey she joined in the execution of this deed of trust. Your respondent respectfully prays that these matters be enquired into and determined by this honorable court, that he may be permitted to sell the property in the deed of trust at the very earliest practical moment, and that he be instructed as to the application of the proceeds of such sale and instructed especially as to which piece of property he shall first expose to sale, and he will respectfully execute the order of this court and the trust created by said deed of trust.

And this respondent having fully answered, and denying all unlawful combination and confederacy, prays to be hence dismissed with his costs including a reasonable attorneys fee in this behalf expended. And he will ever pray &c.

E. A. Mathews ^{sign} *trustee*

The answer of E.A.Watkins trustee to a bill in chancery in the Circuit Court of Isle of Wight County exhibited against himself and others ^{by} Rosenbaum & Co. :

This respondent reserving to himself the benefit of exception to the many errors, inaccuracies and imperfections in said bill contained, for answer thereto, or to so much thereof as he is advised it is material for him to answer, answering saith:

That he is informed and believes that L.W.Daughtrey died intestate leaving a widow and children as alleged in said bill, that he knows nothing of the said complainants debt, that he is informed and believes that said Daughtrey died seized and possessed of a small real and personal estate and that he is the trustee in the deed of trust from said Daughtrey and wife to secure a debt due to Henry Pruden, a copy of which is filed with the said bill of complaint marked exhibit "D", that the debt thus secured has never been paid and is long passed due, and that the said beneficiary Henry Pruden is anxious to collect his debts, and has time and again requested your respondent to expose the property embraced in his said deed of trust to sale in order that he might collect his debt. Your respondent says that he did advertise the property for sale but before the sale was consummated he was served with the process of this court and was advised by his counsel to wait the order of this court. He has been informed that there is another deed of trust on a part of the property embraced in his deed of trust to T.H.Barnes for the benefit of John H.Cutchin's executors, which debt he is informed and believes has been paid and discharged, and he respectfully prays that the said executors be required to release said deed of trust. Your respondent is informed and believes that the ["]Butler lot["] embraced in his said deed of trust was the sole property of said decedent and that the store house lot embraced in his said deed of trust was the joint property of

Daughtry - Adm'r. S. G.

Qds.

Rosenbaum & Co.

Answers

of

E. A. Watkins, Probr

Filed 2^d Nov 1892

To the Hon.C.W.Hill, Judge of the Circuit Court of the County of Isle of Wight:-

Your complainants, M.B. Rosenbaum, Leon Wallerstein, and I. Rosenbaum, partners in trade under the firm name and style of M. Rosenbaum & Co., complaining sheweth unto your Honor that on the day of *September* 1891, L.W. Daughtry departed this life intestate, leaving as his heirs at law his wife S. Eva Daughtry, and his two infant children, William R. Daughtry and Howard L. Daughtry. That on the *5th* day of *October* 1891, J.F. Eley qualified before the County ~~County~~ Court of Isle of Wight County as the Administrator of said L.W. Daughtry deceased, as is shown by a copy of the order and qualification herewith filed and marked exhibit "A" and prayed to be read as a part of this bill. Your complainants further show to your Honor that on the 29th day of August, 1891, being indebted to your complainants in that sum, the said L.W. Daughtry gave to J.C. Parker, your complainants attorney, his negotiable note for the sum of two hundred dollars payable sixty days after date at Vaughan & Co's Bank, Franklin, Va., which note the said J.C. Parker endorsed to your complainants and the same was shown for payment at the said Bank on the day of maturity, but was not paid then nor since and is now due by the said L.W. Daughtry to your complainants, a copy of which note is herewith filed, marked exhibit "B" and prayed to be read as a part of this bill. Your complainant further show that besides being possessed at his death of certain personal property now in the hands of his Administrator, the said L.W. Daughtry was possessed of certain real estate, upon which he had given the following deeds of trust: to wit,

a deed made the 3rd day of April, 1886, by L.W. Daughtry to T.H. Barnes trustee to secure a debt due to Solomon Cutchin and Robert Rawles, executors of John A. Cutchin, a copy of which is filed and marked exhibit "C"; a deed made the 31st day of October, 1887, by L.W. Daughtry and S. Eva his wife, to E.A. Watkins, trustee, to secure a debt due to Henry Pruden, a copy of which is filed marked exhibit "D"; and a deed made the 16th day of February, 1891, by L.W. Daughtry and S. Eva his wife to T.H. Barnes trustee, to secure a debt due to H.A. Morgan, a copy of which is filed, marked exhibit "E", all of which are prayed to be read as parts of this bill.

In tender consideration whereof, your complainants being remediless in the premises save in a court of equity, pray that the said S. Eva Daughtry, William R. Daughtry, Howard L. Daughtry, (the last two infants) J.F. Eley, Administrator, E.A. Watkins, trustee, Henry Pruden, T.H. Barnes, trustee, and Solomon Cutchin & Robert Rawles, executors of ~~the said~~ John A. Cutchin deceased, be made parties to this suit and required to answer the same, though an answer on oath is waived; that a proper Guardian ad litem be appointed for the infant defendants, who shall also answer the bill; that an account of the transactions of J.F. Eley, Administrator be taken; that an account of the debts outstanding and due by the said L.W. Daughtry deceased, with their priority and dignity, be taken; that the real and personal property of the deceased may be sold and the proceeds applied to the payment of the said debts in their order of priority; that at all proper costs be paid; that proper counsel's fees be allowed in the progress of the suit; that all proper orders and decrees

may be entered; and that all such other further and general relief as in the premises may be just and right may be granted. And your complainants will ever pray, etc.

J. C. Parker

P.Q.

The answer of Wm. R. Daughtry & Howard
L. Daughtry, infant orphans of L. W.
Daughtry deceased, by R. E. Baykin ^{attor}
their guardian ad litem to the bill of
complaint in the Circuit Court of
Isle of Wight Co., Va. exhibited by M.
Rosenbaum Esq. against them & others

These defendants answering say
that they are infants under twenty-one
years of age, & submit their interest
in the premises to the protection of
this Honorable Court, and having
answered, pray hence to be dismissed
with their costs in this behalf
incurred. And they will save, &c.

R. E. Baykin

Guardian ad litem.

In the clerk's office of Isle of Wight Circuit
Court April 20th 1897, this answer was
signed & affirmed to before me by R. E.
Baykin guardian ad litem.

Teste, N. P. Houser, C. M.

Rosubannu tho

vs.

Dangthys' admis. it als
answers of Question
ad litem.

Filed 20th - Apl. 1892
"

Rosenbaum, M. Tho

vs.

{ Bill & Ex Libits

Daughters' Admin.
& Trustees.

1st. Decr. Rules, 1891.
Bill & expts. filed, sums
expnd. on all debts: and
de: misson, then. R. E.
Bogden filed. gen. addition
to inftr. debts.

2^d. Decr. Rls. - Bill taken
for confd. as to all debts.
except inftr. sent for hearing

April term 1892. De for acts, leave
for debts to file answer. & apply court
to set aside order re.

Novr. 1892. De for
Sale re.

J. C. PARKER,

ATTORNEY-AT-LAW,

Main St., Franklin, Va.

Oct 1892

De, confg. cons? & assign re. to
deposit. to sell real estate
and deposit.

May 16/1893, De, leave

De making vacation leave

May 17th 1893 De leave

De confg. reft, collect, pay out &
for act. re.

Oct. term 1893, Reft. confg.,
De. to pay out, & distribute,
for act. re.

Oct term 1894 De confg reft,
collect & pay out

April term 1895,
De for cons. to make engineer re.

June 1, 1908

Rosenbaum & Co.,

vs

Daughtry's Administrator, et. als.

This cause came on this day to be again heard on the papers formerly read, and on the representation of Wm. S. Holland, Special Commissioner, that he has paid taxes and cost from time to time, since his last report herein, and was argued by counsel.

On consideration whereof, the court doth adjudge, order and decree, that Wm. S. Holland, Special Commissioner, report to Court amount of taxes and cost paid by him out of the fund in hand up to the time of the filing of the said report, filing therewith his vouchers; and showing the balance of the fund in hand.

Document 4 Co.

AP

#####

Rosenbaum & Co.,

VS

Daughtry's Admr., et als.

#####

DECREE.

April the 28th, 1902.

Enter:

Robert H. Hester

C.B. No. 6, page 260

Rosenbaum & CO.

vs

Daughtry, s Admr. et als.

This case came on this day to be again heard on the papers formerly read, and was argued by counsel:

On consideration whereof the court doth ~~ORDER~~ adjudge, order and decree that the commissioner before whom is pending the inquiries and accounts under a decree herein of April 28th 1902, may allow such sums as special commissioner Wm.S.Holland shall have paid out *for costs of this suit* of the principal in his hands held by him as Homestead for the widow and infant children of L.W.Daughtry deceased if supported by proper vouchers or sufficiently proved.

Rosenbaum & CO.

vs

Daughtry, s Admr. et als.

#####

Decree

Oct. 27th 1902

To be entered.

Robert R. Hunt

C?O.B. No. 6, mpage 273

Rosenbaum & Co.

75

Daugherty's admr. et. al.

This cause came on this day to be again heard on the papers formerly read and was argued by Counsel:

It appearing to the Court that the infants of L. W. Daugherty deceased are entitled to a sum of money to hold as and for their Homestead Exemption on which they are entitled to receive interest till they arrive at the age of 21 years. The Court doth adjudge, order and decree that one of the Commissioners of this Court enquire and report who will take said fund and secure the sum with good real estate security

Rosenbaum & Co

vs

L. W. Daugherty admr.
et. al.

Deceit

To be entered

Robert J. Dennis
April 23, 1895

Entered #22

Rosenbaum & Co. et al.

vs.

Daughtry's Admin. et al.

This day this cause came on again to be heard upon the papers formerly read & upon the reports of Comm. N. P. Young & Special Comm. W. S. Haccand, to which reports no exceptions have been filed & was argued by counsel.

Upon consideration whereof the Court doth confirm said reports & doth further adjudge, order & decree that Special Comm. W. S. Haccand do and to pay out of the funds remaining in his hands the balance of the costs in this case up to the date of this decree, and also a fee of \$75. to J. B. Porter, which fee shall be charged ratably to the debts of all the creditors who have proved debts in this suit as shown by the reports of Comm. Young, ^{except H. A. Morgan Henry Pruden and} except such creditors as may be represented by ^{other than said J. B. Porter} attorneys appearing in this cause. Said Comm. shall further pay to Eva L. Daughtry, who has since married Johnson, the sum of Two Hundred & thirty-two

+90 cents
Dollars (\$237.⁹⁰) which is the present
value of her dower interest in the
lands of L. W. Daughtry, deceased, as
ascertained by Comm. Young.

And it is further adjudged, ordered
& decreed that one of the Comm. of
this Court make and report to-
Court as soon as practical, an
affortment distributing the bal-
ances in the hands of the Admrs. J. F.
Eley & Comm. W. S. Holland, after he
shall have paid out the amt. directed
by this decree to be paid, to the
creditors entitled thereto according
to law, showing the amount that each
creditor is entitled to have paid to him
out of said fund.

And it is further adjudged, ordered
& decreed that a rule be issued against
J. F. Eley, Admr., requiring him to appear
before this Court ~~and~~ & show cause,
^{attached} if any he may, why he should not be
fined ~~and imprisoned~~ for contempt of
Court by reason of his failure to
deposit the balance due the estate of
L. W. Daughtry in his hands, in the
Former's Bank of Houseman & file
said certificates of deposit with the proper

in this cause, as he has been heretofore
ordered to do by decrees entered in
this cause Nov. 2nd 1892 & May
17th 1893

And by consent of parties entered
in open court, it is ordered that
this be made a vacation case.

Rosubany Res. it also
as 7- same

Daughter's Adm

We hereby consent
to the within deed.
J. C. Parker atty for Pile

To be returned,

October Term 1893

C. M. H.

Entered #23

Rosenbaum & CO.

vs.

Daughtrey, s Ad, mr. et als

This cause came on this day in vacation by consent of parties to be heard on the papers formerly read, and was argued by counsel; On consideration whereof the court doth adjudge, order and decree that W.S.Holland who is hereby appointed a special commissioner for the purpose make execute and deliver to S.S.Harrel or to whom he may in writing designate a good and sufficient deed with special warranty for the ^{and the interest in the former} lot in Carrsville, purch^{ed} by him and report^{ed} to court and confirmed by this court by a former decree herein, he having paid all the purchase money which fact has also been reported to court, and that said special commissioner Holland make execute and deliver to the other purchasers whose sales have been confirmed by this court deeds with special warranty for the lands bought by them whenever they or any of them shall have paid the balance of the purchase money to the commissioner as authorized by former decrees in this cause entered

Rosenbourn & Co
nos 6th Decree
Danghiy, admr. et. al.

To be entered
Cmt

June 3, 1893

(Entered)

we came to this decree
W. S. Hall and ally
for admr. widow &
heirs & E. A. Watson
Master.

J. C. Parker, ally
for Plaintiff
Decree 14th. 1893
Received & entered
A. C. Young & Co

Rosenbaum & Co. El. & Co.
as.

Daugherty's Admrs.

again This day this cause came on
to be heard upon the papers formerly
read upon the report of W. S.
Hallard, Special Commr. to which
report no exceptions have been
filed, & was argued by counsel.

Upon consideration whereof the
court doth confirm said report
& the sales reported therein, and
doth further adjudge order & decree
that J. V. Bradshaw be allowed
ninety days from the date of this
decree in which to comply with the
terms of the sale to him reported
by said Commr. Hallard; and if he
fails to comply with the terms of sale
within said ninety days, the court
doth further adjudge, order & decree
that the said W. S. Hallard, Special
Commr. proceed at once at the end of the
said ninety days to again expose
said property for sale upon the same
terms upon which it was offered
at the said reported sale at which
said Bradshaw became the purchaser.
And the court doth further adjudge

To be entered
C.M.H.
May 17, 1853

order & decree that one of the Comrs. of
this court take report to the court
at the next term thereof, the following
accounts, to wit, 1st A further account
of the debts due & outstanding against
the said L.W. Daugherty deceased or
his estate. 2nd Ascertain & report the
present value of the dower interest of
the widow of the said L.W. Daugherty
deceased, ^{after deducting the amount due under, & by, said} in his real estate, estimating
the value of the tract or tracts said to
J. T. Brudshaw at the price at which
he bid off the same as reported by
Comrs. Halland. And the court doth
further adjudge, order & decree that that
part of the report of Comrs. Young
which reports as a debt against L.W.
Daugherty deceased, a negotiable note
made by A. S. Johnson to L.W. Daugh-
erty & endorsed by him to E. Rawls,
^{or the same is hereby,} be, ^{be,} referred back to said Comrs. Young
with instructions to inquire further
into the validity of the said note as a
debt against said L.W. Daugherty, taking
the depositions of witnesses which he
shall file with his report.

And the court doth further adjudge
order & decree that W. S. Halland, Special

Leaves. found to pay, and the funds in
his hands, ^{75 \$ to W. S. Halland atty and} to Henry Pruden, ^{on} the lien
debt due to him by L. W. Daughtry, de-
ceased, the amount realized from
the sale of the house & lot in Con-
sville which was under deed of Trust
to said Pruden, ^{except for return three % of costs of said & sale} the said amount
being \$268.⁰⁰ as reported by Leav. W. S.
Halland. ~~and the court doth~~ And the court doth
further adjudge, order & decree that
said Leav. W. S. Halland, shall at once, or
as soon as possible, pay, and the money
now in his hands or that may hereafter
come into his hands, from the sale of
the lot in Consville sold to J. Y. Brad-
shaw, to Dr. H. A. Morgan the amount
due him by said L. W. Daughtry, de-
ceased, as reported by Leav. Young to
recuse which he held a deed of trust
on said lot.

And the court doth further adjudge
order & decree that J. Y. Eley, Adminr., unless
he has already done so, shall deposit the
balance in his hands due the said estate
in the Farmers Bank of Houseman
on interest bearing certificates made
payable to the order of this court in this
cause, & file said certificates in the
Lopers in this cause. It is expressly

understood that of the payment of and
claim & then credits Morgan & Pruden
no questions affecting the claim
of the widow to dower or the
infant children to Homestead
is decided, but the same can
resend for future consideration.

C. M. H. C.

May 17, 1893

Raschbaum Co. Idaho.

Co. 5th District

Dougherty's Admrs.

In Vacatation

May 17th 1893

Received
Evidenced May 17,
1893
C. M. H. C.

Rosenbaum No. 11 also.
as.

Daughter's Admrs. it also.

This day this cause came
on to be heard upon the papers
formerly read & by consent of
parties, entered of record in
open court, it is ordered
that this suit be made a
vacation cause & further
proceeded with in vacation

Rosenbaum Theo
vs. } 4th Dec. 1892

Dacrydium's Adm.

To be returned
May 16th 1893

CNH

In the Circuit Court of Isle of Wight county,
the 2^d day of Nov. 1892.

W. B. Rosenbaum, Leon Wallstien, and
J. Rosenbaum, trading as W. Rosen-
baum & Co. Plffs:

vs. $\frac{3}{4}$ In Chy,

J. T. Eley admr. of S. W. Daughtry dec'd;
S. Eva Daughtry, W. B. Daughtry, W. L.
Daughtry, E. A. Watkins, Frester, Henry
Pender, J. H. Barnes, Trustee, N. A.
Morgan, et al. Dfts:

This cause came on again to be heard
on the papers formerly read, and on
the answer of E. A. Watkins, Frester,
J. T. Eley admr. and S. Eva Daughtry
with general replications thereto, and
upon the report of commissioners appointed
by the last decree in this cause to
sign down to the widow, and home-
stead to the children of the decedent,
and the report of J. P. Young, one of
the commissioners of this court, and
was argued by counsel; upon con-
sideration whereof the court so the
adjudge, order and decree that J. T.
Eley admr. deposit the money in
his hands in the Farmers Bank of
Starveford to the credit of this cause,

And the report of Commr. Young is confirmed except as to the item of \$284.30 allowed to E. Rawls in said report, to which item, exceptions have been filed, and all the questions arising thereunder are continued for further and future consideration of the Court, but the others of said reports are not confirmed but are continued for further consideration of the Court and decision. And the Court doth further adjudge, order and decree that J. C. Parker and W. S. Holland, either one of whom may act, who are hereby appointed commissioners for that purpose, proceed to sell the real estate belonging to the said decedent as shown in said report of Commr. Young at public auction after thirty day advertisement of the time, terms, and place of sale, upon the following terms, to wit: Sufficient cash to pay the creditors who have claims by deed of trust upon said real estate, and the balance in one, two and three years, reserving the title until all the purchase money is paid. And they shall report to the next

term of this Court. But, before
entering upon the discharge of
their duties as such commissioners, or
if they shall enter into a bond in
the penalty of \$3000.⁰⁰ with security
deemed sufficient by the Clerk of
this Court, before whom it shall be
executed, and payable and conditio-
nioned according to law. And shall
deposit the cash proceeds of such
sale in the bank above mentioned,
to the credit of this Court. And
the Court doth further adjudge,
order and decree, that H. P. Young,
one of the commissioners of this Court,
take, state and report a further
account of debts in this case.

Attest,

H. P. Young clk.

Rosenbaum & Co.
33 Mackay,
Dacrydium et al.,

Copy Decree of
Nov. 1897.

Notes of 13. July,
to 2nd March 1898

Rosenbaum & co.

Vs.

Daughtry, s Admr. et als

This cause came on this day in vacation on notice to the parties and the bidders at the sale herein after alluded to , on the report of special commissioner W.S.Holland, and on the papers formerly read, and was argued by counsel:

On consideration whereof the court doth adjudge, order and decree that the sale of lot No 2 to ~~sale~~ S.S.Harrell for \$265.00 be and the same is confirmed, and that the sale to S.C.Harrell and John M. Saunders of lots Nos. 1 & 3 respectively are refused and that the bids therefor are rejected.

And the court doth further adjudge, order and decree that said special commissioner proceed at once to advertize for a resale of said property by hand bills posted for ten days on the same terms and conditions as set forth in the decree herein of Nov. 17th 1892, provided that at said resale no bid shall be taken for less than the amounts named in the two up-set-bid bonds filed with report of said special commissioner W.S.holland.

And the court doth further adjudge order and decree that out of the proceeds of sale of lot No 2 deposited in bank as reported in said commissioner Holland, s report, he pay the costs of this suit and the two sales and pay the sum of \$12.46 with interest thereon from Dec. 5th 1892 till paid, it being the amount of delinquent taxes paid by W.S.Holland to the County Treasurer of Isle Of Wight county as shown by vouchers filed in the papers in this cause, and *that* said W.S.Holland special commissioner draw his check in favor of S.C.Harrell for \$750.00 and pay the same to said S.C.Harrell, it being the amount paid by her on her bid for lot No. 1 at said sale on December the 17th 1892, and that said special commissioner decline to accept any money from said John M. Saunders on his bid for lot No 3 as reported , and that said special commissioner make report to court of *his doings under this decree.*

Leffler
as
Jan 5 1893

Rosenbaum & Co

Vs.

3rd Decr

Daughtry, s admr. et als

In vacation

The Clerk of the Cir Ct.
of Isle Og Wight county
will enter this decree

Cms
Jan 5th
1893

Received

M. Rosenbaum & Co.
vs.
Daughtry's admr. et als.

This day this cause came on again to be heard upon the papers
of J. F. Eley and upon the answers of S. A. Watkins, Norton and
formerly read, and upon the report of

Commissioners appointed by the last decree in this cause to as-
sign dower to the widow, and the homestead to the children, of the
deceased, and the report of N. P. Young, one of the Commissioners of
this court, ~~to which reports no exceptions have been filed.~~

Upon consideration whereof the court, ~~doth confirm said reports~~
and was moved by counsel

~~doth further adjudge, order, and decree that J. F. Eley Admr.,~~
and said report of Comr. Young is affirmed, but the
other reports are not confirmed, but they are
out of the funds in his hands, pay, ratably, the creditors of the
continued for further consideration,
~~said deceased whose evidences of debt contain waivers of the home-~~
~~stead, and who have no lien on the realty of the deceased, as~~

~~shown by the report of said Commissioner Young. And he shall re-~~
~~port to the court at the next term thereof. And the court doth~~
and the court doth

further adjudge, order and decree that J. C. Parker and W. S. Holland,
enter one of them by ad
who are hereby appointed commissioners for that purpose, proceed

to sell the real estate belonging to said decedent as shown in
the said report, at public auction, after thirty days advertisement
of the time, place, and terms of sale, upon the following terms, to
wit, sufficient cash to pay the creditors who have liens by deed
of trust upon said real estate, and the balance in one, two and
three years, reserving the title until all the purchase money is
paid. And they shall report to the next term of this court. But
before entering upon the discharge of their duties as such com-
missioners, they shall enter into a bond in the penalty of
five thousand dollars, with security deemed sufficient by the
clerk of this court, *when the court shall be satisfied*
~~conditioned for the faithful discharge of~~
~~their duties as such commissioners, and shall deposit the~~
cash proceeds of sale in the bank above mentioned to
the credit of this cause

And the court doth further order
+ decree that *N. P. Young* Commissioner of this court take
a further account of debts.

*Ex. Aft. as to the item of \$284.30
allowed E. Hawley in said report of
Commissioner Young to which item
no objections were filed and the
court has no objection to the
said item being considered as
paid for purposes of the said report.*

It was moved to the credit of this cause

Rosubauer

as. } 2nd Decree

Saunders's edms.

Oct 31st 1892

To be returned.

CMA

Nov 2. 1892

Entered #34

Rosenbaum & Co.

vs.

Daughtry's Admin, & al.

This day this cause came on
to be heard upon the Bill & Exhibits
filed & taken for confessed as to the
~~adult defendants~~, & upon the an-
swers of the the infant defendants by
their guardian ad litem, & upon the
petition of S. Eva Daughtry, adult, & of
Wm R. Daughtry & Howard L. Daughtry
infants, by J. F. Eley their
next friend.

Upon consideration whereof the
court doth adjudge, order, & decree
that one of the Commissioners of this
court proceed to take an account, 1st
of the transactions of J. F. Eley, Admin
of the estate of L. W. Daughtry, decedent,
& report the balance in his hands: 2nd
an account of all the debts outstanding
against the said L. W. Daughtry or his
estate, together with their order of pri-
ority & dignity, & whether the same
~~are~~ secured by lien on the property of
decedent or not: 3rd an account of the
principal & annual value of all the
real estate of which the said L. W.
Daughtry died seized & possessed: and
4th ~~an~~ account of any other matters
deemed pertinent by him, or which he
may ^{be} requested to make, state & report
by any of the parties

This suit
to state. And he shall report to this
court at the next term thereafter,
and the court on motion of J. F. Ely
admr. of L. W. Doughty decd, Mrs
L. W. Doughty widow of said decedent
and E. A. Watkins Trustee leave
is granted to file their answers in
this cause within sixty days
from the rising of this court;
and the court doth & also further
adjudge order and decree that R. B.
White, Edwin Rawles, J. Y. Brodeur
Robert Corson and Geo. W. Pierce any
three of whom may act having been
first duly sworn according to
law proceed to layth and assign
by metes and bounds unto said
widow ~~the~~ one third of the
real estate of which ^{her} said ~~the~~
husband died seized and possessed
having due reference to quan-
tity and quality and if in their
opinion such claims can not
be assigned in kind then to
make such report as they
may deem pertinent and
proper or as any party
in interest may reasonably
request; and that some gentle-
men who are hereby appointed
Commissioners for that
purpose should to sit apart

to said infant child of said
said decedent and to said
widow if she shall at the
time so elect a homestead
in the real and personal prop-
erty of the decedent as pro-
vided by section 3636 Code
of Virginia 1887 and other
provisions of law in such
cases made and provided

Rosenbary 10, 25,
75. / ~~2~~ Decree
L. W. Daugherty Dec 10, 18

Decree

To be entered -
CCH

Entered # 7

✓

Office of
County Judge of Isle of Wight,

Geo. R. Atkinson, Attorney-at-Law.

Smithfield, Va. January 11 1895

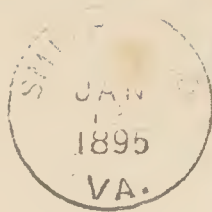
W. S. Holland Esq.

Dear Sir

Your favor of yesterday with check
for \$77.68 for A Wrights share in distribution of L
W Wemyss & Co's estate and of \$18.35 for W B Allen's share
in same distribution is received. The 3^d claim
I represented and which I could not recall was
J. Mame or J. Mame Esq. I proved it in 1st of
debts and it was afterwards proven in a subsequent
one. Please let me know who received the payment.
I did not represent W. J. Parker Esq. nor do I know
them.

Yours Truly
Geo. R. Atkinson.

Geo. R. Atkinson,
Smithfield Va.



W J Holland Esq

Windsor Station
Isle of Wight Co
Va



SUFFOLK, VA.,

December 1, 1894

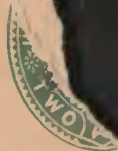
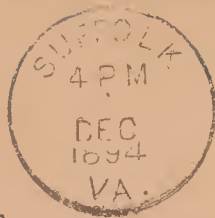
$$\begin{array}{r}
 \$148.28 \\
 82.55 \\
 \hline
 65.73
 \end{array}$$

Received of W. S. Holland Special
Commissioner in chancery cause of
Rosenbaum & Co. v. L. W. Daughtrey's
Adm'r. One hundred and forty-
eight $\frac{28}{100}$ dollars on account of
the claims of Brinkley Braman
against L. W. Daughtrey, deceased;

and also,
the sum of Eighty-two $\frac{55}{100}$
dollars on account of the
claims of Frank D. LaLanne & Co.
against L. W. Daughtrey, deceased.

Robert R. Prentis,
Attorney.

Return to R. R. PRENTIS,
Lock Box 346, SUFFOLK, Va.,
If not delivered within 10 days.



*M. S. Holland Esq.,
Attorney,
Windsor Station, Va.*

$$\begin{array}{r}
 40 \\
 40 \\
 \hline
 \$16.00 \\
 4 \overline{) 3200} \\
 \hline
 800 \\
 \hline
 4.00
 \end{array}$$



160

Rosenbaum & Co. it also.

co.

Daughtry's Admin. it also

This day this cause came on again to be heard upon the papers formerly read upon the report of J. N. P. Farrington, to which report exceptions are filed by counsel for L. W. Daughtry's infant children, & was argued by counsel.

Upon consideration whereof, the court, confirming said Carr's report as to distribution of the fund in hand from the Admin., but rejecting it as to distribution of fund derived from sale of land, doth further adjudge, order & decree that W. S. Holland, Special Carr, take from the said fund (\$938.⁹⁰) in his hands derived from the Admin.,^{72 1/2 cents} the sum of \$88. & add same to the fund (\$549.¹¹) in his hands as Carr, and that out of the fund left he shall, after deducting therefrom the \$75. fee that he has paid J. C. Perkins (which shall be deducted as directed in former decree), pay the following amounts to the following creditors of L. W. Daughtry,^{or their attorneys,} as ascertained by Carr's Farrington's report. To wit, to Rosenbaum & Co. \$66.42

Edward Rawls \$89.⁰⁹ June Moadrey \$17.⁵⁵
 J. F. Eley \$18.⁷⁵; J. M. Saunders \$99.⁶¹; Nancy
 V. Halland \$85.²⁶; G. D. Thorton Treo \$31.⁵¹
 L. H. Raymo Treo. \$23.⁴⁰; S. H. Marks Treo.
 \$12.⁹⁷; R. H. B. Cobb \$10.²⁸; W. F. Allen Treo
 \$18.³⁵; Brinkley & Beaman \$107.⁵⁰; J. D. LaLam
 Treo. \$82.⁵⁵; A. Wright \$77.⁶⁸; W. J. Porter Treo
 \$12.¹⁵. And the balance of said fund
 said Carnis shall retain subject to fur-
 ther orders of Court. And the Court
 doth further adjudge order & decree
 that said Carnis Halland, out of the
 fund in his hands as Carnis (including
 the \$88. taken from the adms' fund)
 shall pay costs still due in this
 cause as shown by Carnis Janing's
 report & also reserve \$5. for future costs.
 & out of the balance in his hands he
 shall pay the following harnestrad waives
 creditors of L. W. Daughtry, or their attorneys,
 the following amounts, to-wit., Rosen-
 bann Treo. \$54.⁰⁰; Edward Rawls \$72.⁴⁹; June
 Moadrey \$14.²⁰; J. F. Eley \$15.²⁷; J. M. Sam-
 ders \$50.⁹⁶; Nancy V. Halland \$68.⁸³; G. D.
 Thorton Treo. \$25.⁷⁰ and Brinkley & Beaman
 \$40.⁷⁸. And the balance of said fund
 said Carnis shall hold subject to future
 orders of Court, and said Carnis shall
 report to Court what he has done
 under this decree

To be entered

C.M.H.

Oct 1894

Continued #10

L. W. Daughtry
 decd J. C. Porter
 atty
 W. R. Daughtry

MEMO:

OFFICE OF

COURTS:

IN RE.....

J. C. PARKER,

SOUTHAMPTON,

VS.

ATTORNEY-AT-LAW.

ISLE OF WIGHT, NANSEMOND,

AND ADJOINING COUNTIES.

Franklin, Va., Nov. 26th, 1894.

Dear W.S.:—

Thanks for your letter of explanation in the John Barrett matter.

I suspected when he came to me some two or three weeks ago that his story was mostly a fairy tale, so I tried to bluff him off by refusing even to

talk to him about it until he paid me a fee for advice of \$10. To my utter surprise he came in on Saturday and handed me \$10. and told me to investigate and give him an opinion as to his rights. Of course I shall do it.

The creditors of L.W. Daughtry that I represent are M. Rosenbaum & Co., Edward Rawls, L.H. Raymo & Co., S.H. Marks & Co., & Geo. D. Thaxton & Co. I suppose I may expect a check for the amounts due them very soon. One of them wrote to me last week about it and I wrote him he would get his part in a few days.

Yours very truly,

J.C. Parker

Rosenbaum & Co vs. Slaughter & Co
 R.R. Prentiss Atty for Rosenbaum & Brinkley $\begin{array}{r} 10750 \\ 4078 \\ \hline 14828 \end{array}$
 Same atty for J. D. La Londe & Co 8255

Jno. C. Parker Atty E. Rowley $\begin{array}{r} 89.09 \\ 72.49 \\ \hline 161.58 \end{array}$
 " " " " Rosenbaum & Co
 " " " " L.H. Rogers & Co $\begin{array}{r} 23.40 \\ \hline 23.40 \end{array}$
 " " " " J.H. Warkes & Co
 " " " " Geo D. Thornton & Co $\begin{array}{r} 25.70 \\ 31.51 \\ \hline 57.21 \end{array}$

$\begin{array}{r} 6642 \\ 5400 \\ \hline 12042 \end{array}$

$\begin{array}{r} 1297 \\ \hline 1297 \end{array}$

In the Circuit Court of the County of Wright
October term 1894

Rosenbarm & Co.

Plaintiffs

vs.
Daughtry adm^r et al

Defendants

This day the cause came on again to be heard upon the papers formerly read & upon the report of N. P. Young com^r to which report exceptions are filed by counsel for L. W. Daughtry in front of child and was argued by counsel. Upon consideration whereof the court confirming said com^r report as to distributions of the funds in hand from the adm^r, doth further adjudge order & decree that W. S. Holland special com^r take from the said fund of (\$938⁹⁰) in his hands, derived from the adm^r of L. W. Daughtry the sum of \$88, and add same to the fund of (\$549¹¹) in his hands as com^r. and that out of the fund left he shall, after deducting therefrom the \$75. fee that he has paid J. C. Parker (which shall be deducted as directed in former decree) pay the following amounts to the following creditors of L. W. Daughtry or their attorneys as ascertained by com^r Young's report to wit: to Rosenbarm & Co. \$42; Edward Bowls \$89⁰⁰; Jane Madary \$155; J. P. Eley \$8⁰⁰; J. M.

Samuel \$99⁰⁰; Nancy V. Holland \$85⁰⁰;
G. D. Thorton & Co. \$31⁵⁷; L. V. Rogers & Co. \$23⁴⁰;
S. D. Marks & Co. \$12⁹²; A. V. B. Cobb \$102⁰⁰;
W. J. Allen & Co. \$18³⁵; Brinkley & Beaman \$107⁵⁰;
J. D. La Lamm & Co. \$88⁵⁸; A. Wright \$77⁶⁸; W. J.
Parker & Co. \$12⁰⁰; ^{and} the balance of said fund
said court shall retain subject to further
order of court. And the court doth further
adjudge order and decree that said court
Holland out of the fund in his hands
as court (including the \$88. taken from
the court fund) shall pay costs still
due in this cause as shown by court Youngs
report ^{and} also reserve \$5. for future costs ^{and} out
of the balance in his hands he shall pay
the following homestead waver creditors
of L. W. Daughtry or their attorneys the
following amounts, to wit. Rosenbom
& Co. \$54⁰⁰; Edwards Rawls \$72⁴⁹; Jane Mabry
\$14²⁰; J. D. Eley \$13²⁷; J. M. Saunders \$80⁰⁰;
Nancy V. Holland \$68⁰⁰; G. D. Thorton & Co. \$25⁷²;
^{and} Brinkley & Beaman \$40⁰⁰; ^{and} the balance of
said fund said court shall hold subject
to future order of court. And said court
shall report to court what he has done under
this decree.

A copy Teste W. P. Young ch
by A. Young Deputy

Costs unpaid viz:

Clerks' fees . . . 4.88 in rept.

Steff. " . . . 4.00

Comm. in Ceq. Young

two repts. $\$1.50 + \$28.50 = 34.00$ "

Total — \\$42.88

Rosenbaum & Co. et al
vs. J. Smith
Daugherty's admr. et al

Decr of October term 1894

A copy

COURTS:
Isle of Wight, Nansemond
and Southampton.

LAW OFFICE OF
W. S. MOLLAND.

Windsor Station, Va., Oct 12th 1894

Mr. N.P. Young,

Dear Sir,

I find vouchers in the Rosen-
baum & CO. vs. Daughtrey to the amount of fifty six (56) dollars
and forty one cents which I will bring down. These are in addition
to the amount paid widow and J.C. Parker.

I was thinking that the fee of \$75 paid by me to Mr Parker
as well as a part of the other cost should be added to the fund
out of which the infants of L.W. Daughtrey are entitled to ^{trustee} ~~cover~~.
The fee paid to me was for representing the trustee E.A. Watkins
and the administrator. Everything so far has been paid out of
the proceeds of sale of land.

Yours Truly,

W. S. Molland

\$ 56.41 vouchers now in hand
+ 75.00 J.C. P. or her decess X Not all, as it is to be paid
237 mm Paid widow - I have forgotten no
by certain creditors
it in last item.

Return to W. S. HOLLAND,
WINDSOR STATION, Isle of Wight County, Va.,
If not delivered within 10 days.



Mr. A. P. Young

Isle County

Isle of Wight
Va

*Holland,
Windsor Station,
Oct. 14/94*

842.52
293.41

549.11



Commissaries Office, Isle of Wight
County, Octo: 9th 1893.

To the Circuit Court of said County

Pursuant to a decree of the said
Circuit Court, rendered on the 17th
day of May 1893, in a suit in Chan-
cery then pending between W.
Rosenbace & Co. plaintiffs, and
J. F. Cley admors: of S. W. Daughtry decd.
et als. defendants, requiring your
commissaries to take of further account
of the debts due and outstanding against
S. W. Daughtry decd: or his estate. 2^d
Ascertain and report the present value
of the doover interest of the widow of
the said S. W. Daughtry decd: in his
real estate, after deducting the amounts
due under deeds of trust on same, es-
timating the value of the tract sold to
J. F. Bradshaw at the price at which
he bid off the same as reported.

To enquire further into the legality of the
note made by A. S. Johnson to S. W.
Daughtry (negotiable) and endorsed
by him to E. Rawls, reported by Com-
missaries as a debt against S. W.
Daughtry, and to take depositions of
witnesses and return the same with
his report to Court. Your commissaries

reports to the Court that, on the 22nd day
of June 1893, he issued notices to the parties
to the suit, that he had fixed upon the
24th day of August 1893, to take said acct.
and make said inquiries and report. That
said notices were duly served or acknowl-
edged. That on the day so fixed upon,
none of the parties appeared and the case
was continued from time to time till
the date of this report. That the only
further claim against said S. W.
Daugherty's estate now outstanding and
^{has been reported upon before} ~~is a claim in favor of S. W.~~ ^{is a claim in favor of S. W.}
advers. for taxes, & fees to Court. revenue
amounting to \$18.06 which have been
paid by said advers. since his last return was
made.

Upon inquiry, your Commissioner ascertains
and reports the present value of the dower
interest of the widow of S. W. Daugh-
erty in his real estate as aforesaid
to be \$237.90 at the death of
her said husband.

^{and} From the evidence taken, and
heretofore returned, your Commissioner
adheres to his decision and report
made heretofore in this case, on
the 10th day of October 1897, allowing

the amount due on the note made by A.
S. Johnson to L. W. Daughtry and endorsed
by him to Edward Rauls, as a legal debt
due said Rauls from said Daughtry.
The evidence taken to sustain the same
is herewith filed marked "E."

Given under my hand as a
Commissioner in Chancery of the said
court, the day & year first aforesaid.
N. P. Young, Com.

Correct, fees \$5.00
Sleff: " 4.00
\$10.00

Rosenbuerger & Co,
or Druley,
Daugherty St.,

Report of Comm. Young
receder decree of May
17. 1893.

Filed 9th, Octo 1893.

A.

An account of the debts proved against the estate of L. W. Daughtry decd: as to which the homestead has been waived.

Parker	Debt due Rosebaum & Co.	211	70
"	" " Edward Rawls & Co.	284	30
"	" " James Madrey	55	88
"	" " J. P. Eley	59	86
"	" " J. M. Sunders	317	84
"	" " Nancy V. Hollands	271	73
Parker	" " Geo. D. Thaxton & Co.	93	91
	Int. from Feb. 30 th 1891 to Oct. 20 th 1892	638	100 29
			\$ 1301 60

B.

An account of debts due by L. W. Daughtry decd: for purchases of goods which were sold by the administrator, and against the proceeds of which sale, the children of decd are not entitled to claim homestead.

Parker	Debt due L. H. Raynes & Co.	74	50
"	" " L. H. Marks & Co.	39	68
"	" " R. H. B. Cobb	32	66
atk.	" " W. F. Allen & Co.	50	53
Prentiss	" " Brickley & Beaman	106	23
"	" " James	53	49
"	" " James	130	57
W. H.	" " Frank D. LaSalle & Co.	227	31
atk.	" " A. Wright & Co.	201	10
	Int. from Sept. 10. /91 to Oct. 20. 1892	12	73
atk.	Debt due W. J. Parker & Co.	31	25
	Int. from Dec. 31. 1891 to Jan	1	81
			\$ 967 80

Q.

An account of Debts against L.W. Daugherty
and against which homestead may be claimed.

Particulars

Debt due Edward Rados	31 06
" " Saml. T. Saunders	25 28
" " J. W. Saunders	15 95
	<u>\$ 72 29</u>

Recapitulation of debts.

Am't. of debts in which the homestead has been claimed	1381 60
Am't. of debts made for goods which were sold by Admors	967 80
Am't. of debts that are lia- ble to claim of homestead	72 29
Total am't. of debts	<u>\$ 2341 71</u>

D.

Am't. of assets reported by Commr. Hollands filed Octo: 25. 1893	842 52
To Am'ts: subsequently paid by Commr. Holl and for exps.	56 41
" Am't. paid by do., under decre. to widow, do court.	237 00
" Balance in hands of Comd. Hollands, in Bank	549 11
	<u>\$ 842 52</u> <u>\$ 842 52</u>

Balance of assets in hands of Commr. Holl and for. down	549 11
Assets in hands of Admors: Eley	938 90
Am't. of assets carried over	<u>\$ 1488 01</u>

Am't. of assets bro't. out		1488 01
To amt. clerk's fees incurred & estimated	4 88	
" Comm'r in ch'y. fee, then rpt. t.	28 00	32 88

Pro rata
62.5%

To pro rata then Rosenbaum & Co.	131 55	
" " " E. Rawls ap'x	176 67	
" " " Jane Madry	34 73	
" " " J. T. Eley	37 20	
" " " J. M. Saunders	197 57	
" " " A. V. Holland	168 86	
" " " G. D. Thallon & Co.	62 32	
" " " L. N. Raymo & Co.	45 30	
" " " S. H. Marks & Co.	24 65	
" " " R. N. B. Cobb	20 30	
" " " W. F. Allen & Co.	31 40	
" " " Brinkley & Beaman (3 em)	184 08	
" " " T. D. LaLaurie	141 25	
" " " A. Wright	132 86	
" " " W. J. Parker & Co.	20 53	

Am't. of debts from household		\$ 1410 21
" pro rata due E. Rawls	19 30	
" " " Saml. T. Saunders	15 71	
" " " J. M. Saunders	9 91	
Am't. of debts liable to household		44 92
		\$ 1455 13

Commissary office, Isle of Wight County,
Octo. 5th 1894.

To the Circuit Court of Isle of Wight County.

Pursuant to a decree of said Circuit Court rendered at October term 1893, in a suit in chancery then in pending between M. Rosenbaum & Co. plaintiffs and J. T. Eley

administrator of S. D. Daugherty dec'd et al;
defendants, directing one of the commissioners
of said Court to make and report to Court
an apportionment distributing the balances
in the hands of the admr. J. T. Eley, and
commissioner W. S. Holland, after he shall have
paid out the amounts directed by said
decree to be paid, to the creditors entitled
thereto according law, showing the amount
that each creditor is entitled to have paid
to him out of said fund.

Your commissioner reports to the Court
that, after having given notice to the
parties interested and to their attorneys
of the time and place of taking and
reporting said apportionment & account,
and after various interviews had with
J. C. Parker & Geo. B. Atkinson, of counsel
for claimants, and W. S. Holland Coun-
sel for the defendants, and after having
examined and considered the various
decisions of the Court of Appeals of Virginia,
referred to by Counsel, and the argument
of Counsel Atkinson for claimants, he has
made up the foregoing accounts marked
"A," "B," "C," and "D," as follows.

Art. "A" This account shows the amount of debts
as to which homestead has been waived
amounting to \$1301.60.

" " "B" This account shows the amount of debts
for goods purchased by the decedent S. D.
Daugherty, and which under the statute,
are not liable to the claim of homestead.

and amount to \$967.80.

Act. "C" This account is of the debts against which homestead may be claimed, and amounts to \$12.79.

"D" This account shows the amt. of assets in the hands of the said Commissioner and administrator, and to whom the same should be paid, and the pro rata share of each creditor; distinguishing the creditors against whose debts homestead cannot be claimed from those against whose debts homestead may be claimed.

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

A. O. Young Court,

Comm. fee \$28.00

Rosenbачаи Ho.
vs. 3rd clup.
3
Daughtry's adms.
et als.

Report of Commr:
Younger and de con
of Octo: 1893.

Filed Octo. 6th 1894.

J. C. PARKER
ATTORNEY-AT-LAW,
FRANKLIN, VA.

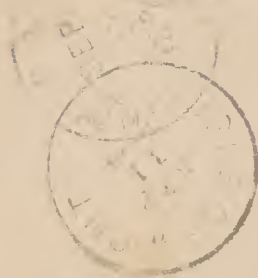


Mr. N. P. Young, C. C.

Isle of Wight, C. H.

Va.

*These letters to be
sent to
Mr. Parker
Franklin, Va.*



GEO. D. THAXTON & CO.

WHOLESALE NOTIONS,

No. 14 S. FOURTEENTH STREET.

\$ 9391

Richmond, Va., Aug 29 1891

Sixty days after date I promise to pay
to GEO. D. THAXTON & CO., or Order, without offset,

Thirty three DOLLARS,

Negotiable and payable at the Planters State Bank

Value received. { The maker and endorser of this Note hereby waive the
benefit of their Homestead Exemption as to this debt. }

No. 776. Due ²⁸31. Oct. 7516

L. W. Daugherty

6505

L. W. Daughton

939

28 Oct

Carrsville

Pa

Geo W. Harten & Co

MEMO:

OFFICE OF

COURTS:

IN RE.....

J. C. PARKER,

SOUTHAMPTON,

VS.

ATTORNEY-AT-LAW.

ISLE OF WIGHT, NANSEMOND,

AND ADJOINING COUNTIES.

Franklin, Va., Sept. 10th. 1894.

Mr. N. P. Young,

Isle of Wight C.H.

Dear Mr. Young:-

I herewith enclose you the note of Geo. D. Thaxton & Co. vs. L. W. Daughtry about which I saw you last Courtday. Judge Atkinson also has in hand another account against the estate which has not been proved, and he and I have agreed that we want you to report them specially so as to save the delay and trouble of another account of debts, and we are sure that everybody connected with the estate will agree to this arrangement. So please report this and the one he has specially and include them in making your distribution account under the decree. Please try to have this report in in time for us to have a decree for distribution at the next term. You remember that you sent my memorandum of my views of the law to Judge Atkinson, or rather you gave it to him Courtday.

Yours very truly,

J. C. Parker

Wright A.
Esq.
Reception

Read, 12. Sept.

1894

Youngs Bay
Isle of Wight
Virginia

SMITHFIELD
SEP
13
1894
VA.





MEMO:

IN RE.....

VS.

OFFICE OF

J. C. PARKER,
ATTORNEY-AT-LAW.

COURTS:

SOUTHAMPTON,
ISLE OF WIGHT, NANSEMOND,
AND ADJOINING COUNTIES.

Franklin, Va.,.....Sept. 10th, 1894.

Judge Geo. R. Atkinson,
Smithfield, Va.

Dear Cousin Geo.:—

I herewith enclose the account of A. Wright vs. L. W. Daughtry, properly proved I think. I would suggest that Mr. Young report this and the debt I have in hand specially, and include them in the distribution of assets that he is required to make. This will save the delay and trouble of a new account of debts, and I am sure everybody concerned will approve of it.

Yours very truly,

J. C. Parker

Office of
County Judge of Isle of Wight,

Geo. R. Atkinson, Attorney-at-Law.

Smithfield, Va. Sept 12 1894

J P Young Esq
Cammelford

Enclosed I send an account of
Augustus Wright as L W Wright ^{Doughty} for proof and a let-
ter from John Parker which explains itself. The ac-
count was sent to him but as he represents con-
flicting interests in the suit he asked me to repre-
sent it. I agree with him that it is properly proper
for you to report ~~on~~ this or any other debts that have
been presented since last report, specially.

I will send in a few days my views on the proper
way to distribute the funds of Doughty. I am now
working them.

Yours Truly,
Geo R Atkinson

I shall be obliged if you will send me the papers of
— as L W Doughty wants that I may

maintain the records of Weber &c. I should only
want them for a day or two as I am now writing
my brief. I have never examined them but I think
I have a general knowledge of the facts but would
like to confirm.

Dr. J. J. Jones

Send you the pps. in connection
with the litigation, as well as the claims
to be set off in fee, then a set of debt.

You will find from Holland's report
a set of the report, then a set of the report
- This is all safe and

You think legal & require
Set the claim of W. J. Parker
he failed to pay you or etc.

I would go to see you myself
but am too busy to leave office
Very truly
Wm. C. Jones

Wm L. W. Daugherty

Bought of Augustus Wright,

WHOLESALE BOOTS AND SHOES,

Terms: 4 mos.

No. 16 N. Sycamore Street, Corner Franklin.

May 2	12	Pr 1 st Cr op But	4/8	100	1200
	12	" Dongo "	3/7	95	1140
	12	" I " op "	3/7	100	1200
	12	" Scol 2 nd Pol	3/7	110	1320
	6	" Alb Lat Lat "	4/5	100	600
	12	" Lat 2 nd But	3/7	120	1440
	12	" " Oxford	3/7	100	1200
	12	" 1 st 4 th Tip "	4/5	75	900
	6	" op " "	3/5	125	750
	12	" Dongo sp 1 st But	8/11	70	840
	10	" Lat " " But Job	7/8	50	500
	12	" W of Cong	6/11	100	1200
	12	" Dongo But	13/4	100	1200
	12	" Long 1 st W of Bal	4/11	100	1200
	12	" Eli Cong	6/11	100	1200
	12	" 1 st 3 rd Bal	7/11	235	2820
	12	" P of 1 st 1 st But	4/11	100	1200
	2	" Bun Lea Lace	5/8	35	70
	2	" Lin "	4/4	40	80
	1	" Pr HC Police Cong	7		200
					25
Aug 28.	1	" Pr Alb 1 st 1 st Bal An Exp.	at 40		325
1894		Interest from Sept 2/91			\$206 10
		Credit By			
	10	" Pr Lat Sp W But Job	50		500
					\$201 10

State of Virginia }
City of Petersburg } Do Wit

I, Chester Shephard, a Notary Public for City & State aforesaid, do certify that this day personally appeared before me in my city aforesaid - Wm L. W. Daugherty and made oath that the above account was true - to the best of his knowledge & belief that there are no offsets against it.

Given under my hand this 6th day of Sept 1894.

Chester Shephard
Notary Public

OFFICE OF
G. EVETT REARDON,
COMMISSIONER OF DEEDS.

State of Maryland, City of Baltimore, to wit:

BY THIS PUBLIC INSTRUMENT BE IT REMEMBERED, That on this 27th day of July 1897, before me the subscriber, G. EVETT REARDON, *Commissioner*, resident in the City of Baltimore aforesaid, duly commissioned and qualified by the Executive authority and under the laws of the State of *Virginia* to administer oaths and affirmations, and to take depositions, affidavits and the acknowledgement and proof of Deeds and other instruments to be used or recorded therein, personally appeared *W. J. Parker* who, being by me duly sworn according to law, did depose and say: That he is a member of the firm of *W. J. Parker & Co* of Baltimore, Maryland.

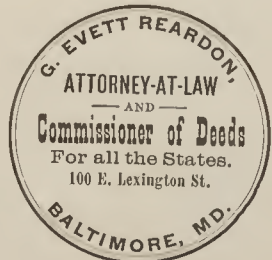
Which firm is composed of the following persons, and none others, viz:

W. J. Parker
that he believes the goods, wares, merchandise, effects and chattels charged in the annexed account were bona fide sold and delivered as charged, and that his firm has not, nor hath any person for them to his knowledge and belief, received any payment or satisfaction for the articles charged, except the amount credited on the face of said account which is *a true transcript thereof from the books of original entry of* his said firm; nor has deponents firm received any security for the same; and that the sum of \$ *35.20* dollars charged and claimed is justly due, together with lawful interest to be added thereto according to the best of his knowledge and belief.

W. J. Parker
And on the same day also personally appeared the undersigned Clerk of the aforesaid firm and made oath in due form of law that the goods, wares, merchandise, effects and chattels charged in the annexed account were sold and delivered, as charged to the said *L. W. Dougherty* and at the prices therein charged, which *were just as reasonable at the time of sale* and that the said *L. W. Dougherty* assumed to pay for the same.

Sworn to and subscribed before me on the day and year above written.

G. Evett Reardon
Commissioner for the State of *Virginia*
in the State of Maryland, residing at Baltimore City.
Office, 100 E. Lexington Street, Cor. St. Paul Street.



W. J. PARKER & CO.

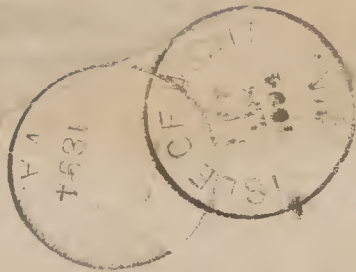
7 S. Howard Street,
BALTIMORE, MD.

PROPRIETORS OF

DeWITT'S FAMILY MEDICINES,
PARKER'S RUSSIAN HORSE POWDERS,
PARKER'S ABYSSINIAN WORM SYRUP,
PARKER'S BEST TONIC, &c., &c.



*W. P. Young Esq.
Commissioner of Lands
Sale of Right & Sale of Right*



Pay no Money to Agents without our written Authority.

Baltimore Feby 23 1894
 Mr L. W. Douglass
 Charlottesville Va

PROPRIETORS OF
Dr. DeWITT'S
ECLECTIC CURE,,
Dr. DeWITT'S
COUGH AND CONSUMPTION CURE,
Dr. DeWITT'S
WHITE OIL LINIMENT;
Dr. DeWITT'S
COMBINED CHILL & LIVER PILLS,,
Dr. DeWITT'S
MANDRAKE BLOOD & LIVER PILLS,
PARKER'S
ABYSSINIAN WORM SYRUP,
PARKER'S
RUSSIAN HORSE POWDERS.

BOUGHT OF

BOUGHT OF

WILL PARKER & CO.

MANUFACTURERS
AND
PROPRIETORS OF

Dr. DeWitt's Family Medicines

7 S. HOWARD STREET

4 Dears.

TERMS 4 mo ~~on 5% off if Paid in 10 Days.~~

7 S. HOWARD STREET

Maryland Lith Co. Balto

1891
May 30

	Dozen Dr. DeWitt's Liver, Blood and Kidney Cure,	\$8.00	
	" " " Pile Ointment,	2.00	
	" " " Eclectic Cure, (Large)	8.00	
	" " " " " (Medium)	4.00	
1	" " " " " (Small)	2.00	200
	" " " White Oil Liniment, (Large)	4.00	
2	" " " " " (Small)	1.75	350
	" " " Cough and Consumption Cure, (Large)	6.50	
	" " " " " (Medium)	3.00	
1	" " " " " (Small)	1.50	150
	" " " Combined Chill and Liver Pills,	1.75	
2	" " " Mandrake Blood and Liver Pills,	1.50	300
	" " " Liver Pellets,	1.50	
2	" " " Rheumatic Plasters,	1.00	200
	" " " Skin Soap,	1.50	
	" Parker's Abyssinian Worm Syrup,	1.50	
1	" " Worm Confections,	1.50	150
6	" " Russian Horse Powders, (1lb. packages)	15.00	900 750
	" " Best Tonic, (Large)	4.00	
	" " " (Small)	2.00	
	" " Concentrated Essence Jamaica Ginger,	1.50	
	" " Extract Vanilla, (Large)	2.00	
	" " " " (Medium)	1.00	
	" " " " (Small)	.75	
	" " Lemon, (Large)	1.50	
	" " " (Medium)	1.00	
	" " " (Small)	.75	
	" " Best Sewing Machine Oil,	.75	
1	" " " " " " "		100
1	gall Ess Lemon Juice	250	265
1	doz Godfrey's Cordial		50
2	" " " "	60	120
2	" " Castor Oil	55	110
1	" Sweet Oil	50	50
1	" Sarsaparilla		50
5	lbs Blue Sulphur	.04	20
10	" Epsom Salts	.02	20
5	" Bluestone	.10	50
2	ozs Quinine 1/8	.65	130
1	doz Strawberry Syrup		60
			3125

Int. to Feby 23, 1894 445 3570

WILL PARKER & CO.

MANUFACTURERS
AND
PROPRIETORS OF

Dr. DeWitt's Family Medicines

7 S. HOWARD STREET

Baltimore, Feb 27 1894

Mr. W. P. Young, Esq. of the
Isle of Wight Va
Dear Sir -

We enclose you a proven
itemized account of our claim
against the estate of the
late L. W. Dougherty of
Baltimore, which we
trust, you will give
immediate attention,

Yours truly
W. Parker & Co.
Dunn

Rosumbum & Co

25.

Daylight's adur it, of.

This undersigned your special
com. beg to report that pursuant to a de-
cree herin of June 3rd 1893 he has made
and delivered deeds to the purchasers and
that pursuant to other decrees he has collected
from L. J. Broad the sum of \$1500⁰⁰
making in all received from sales of all lands
2015 and has paid out as shown by vouchers
herewith filed \$1172.43 leaving a balance
now in hands deposited partially in Farmers Bank
and partially in Vanghan & Co. Bank by
amount of credits by atty \$842.57.

Respectfully submitted

W. S. H. Adams

Resubm r w
rs $\frac{1}{2}$
2
Dwyer's adv. et. ob.

Report of W. S. Holm
Spec. Anv. filed
Oct. 25th 1897
by leave of Court.

Examined & approved
J. C. Parker atty.

Office of
COUNTY TREASURER.

Windsor, Va., Dec 5th 1892

Read of W. S. Holland Esq
spl. Commissioner ninety six
cents, being amount paid
in redemption of one acre
land charged upon the
Commissioner of Revenue's
land book of 1891 to Ethelbert
Rawls Est. which land
was subsequently conveyed
to L. W. Daughtry and returned
delinquent for the taxes
of 1891

J. O. Branch
County Treasurer

Office of
COUNTY TREASURER.

Windsor, Va., Dec 5th 1892

Recd of W. S. Holland Esq.
Spl. Commissioner Eleven ⁵⁰/₁₀₀
dollars being amount
paid in redemption of
35 acres land charged upon
the Commissioner of Revenue
land book of 1891 to
Ethelbert Rawls Est, which
land was subsequently conveyed
to L. W. Doughty and returned
delinquent for the taxes of
1891

J O Branch
County Treasurer

Office of
COUNTY TREASURER.

Windsor, Va., Dec 7th 1892

W. S. Halland Esq
Windsor Va
Dear Sir.

I herewith inclose
the receipts which I have
written as per your request

I will be on hand
Saturday if nothing prevents
Very respectfully yrs
J. O. Branch



W. S. Teasdale
Middletown Va

FARMERS BANK OF NANSEMOND.

Suffolk, Va., 12/24 1892.

DEAR SIR—Your favor of 23
is received with stated enclosures.

Credited.

Entered for Collection.

\$1015⁰⁰ to credit of
"W. S. Hall and the Ches
Kosensbaum & S.
Daughter & others"

Yours respectfully,

W. H. JONES, JR., CASHIER.

1 To The Circuit Court of Isle of Wight Co
2 & to Mr N. P. Young, Commissioner.
3 I Sarah Daughtry widow of Riddick
4 D. Daughtry do elect & demand
5 "my dower in kind" in the land
6 of my late husband Riddick D
7 Daughtry & I hereby set my hand
8 & seal to this my demand. This
9 7th day of Oct-1892
10 J. F. Eey Sarah ^{her} Daughtry ^{mark} Seal
11 State of Va Isle of Wight Co.
12 J. F. Eey a Justice of the Peace in for the
13 County of Isle of Wight - do hereby certify
14 that Sarah Daughtry whose name is signed
15 to the above demand personally appeared
16 before me in my County - & acknowledged
17 the same. Given under my hand
18 7th day of Oct-1892

J. F. Eey J. P.

Mr Young I make no charge of this to you

J. F. E.

Doughtrey
adv. 3 m. day,
Rosenbaum Ho

Election of Mrs.
Sarah Doughtrey
to take down in
kind in her
husband's land,
"

SEABOARD AIR LINE-TELEGRAM.

No.	SENT BY	REC'D BY	CHECK.	TIME.	M.

Date,

Cunard V^o Oct 24th 1893

To

Mr N. P. Young
Dear Sir

Please find enclosed
 acct - paid by me for L. W. Dwyer - estate -
 which please allow & put in acct -
 for me N. S. estate & oblige.

Respectfully, or

J. F. Eery

Total acct - \$21.17 Enclosed

Adm. P. W. L. L.
for 1892

14

Sept

, 1892

Mr. L. W. Daugherty Esq. Dr.

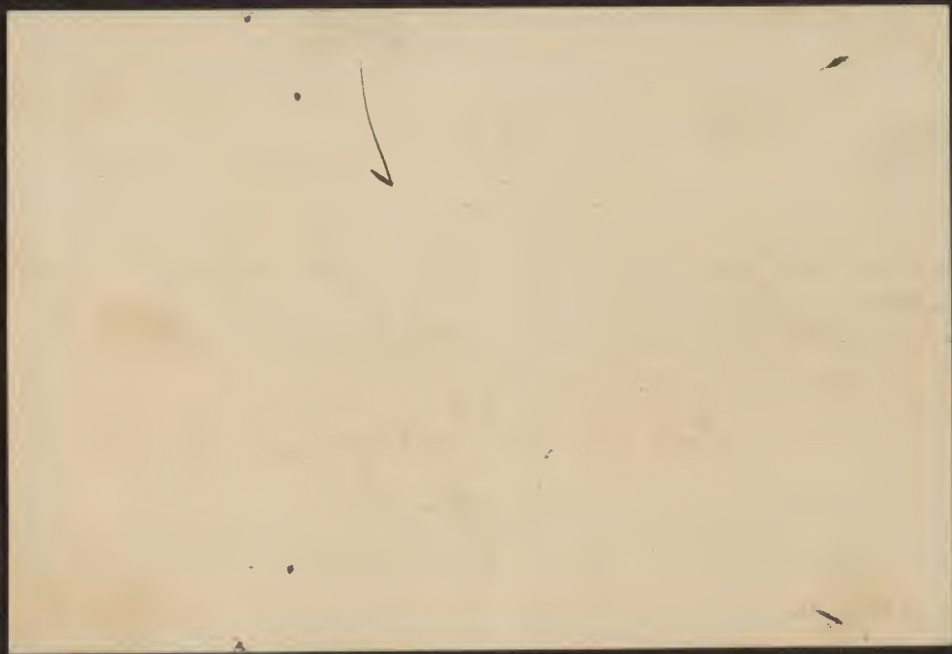
To E. E. EDWARDS, Commissioner of Revenue.

To transferring 35 acres of Land from ~~Land~~
Edward Rawls Jr. (Ethelbert Rawls)
to L. W. Daugherty Esq. \$1.00

Received payment.

E. E. Edwards

Attest J. J. Coley Clerk



Mr. L. W. Daughtry Est

1892.

Windsor Magisterial District,

To J. O. Branch, Treasurer Isle of Wight County, Va., Dr.

LAND.	
NO. ACRES.	VALUE.
0 1/4	400
50	250
35	1190
85 1/4	1840

To State Capitation Tax.....			
To State Tax on..... 85 1/4 acres Land, value..... \$ 1840, at 30c. on \$100..		100	
To State Tax on Personal Property, value....., at 30c. on \$100..		552	
To State School Tax on Real and Personal Property, value..... \$ 1840, at 10c. on \$100..		184	
Total amount of State Taxes.....			736
To County Capitation Tax.....			
To County Levy on..... 85 1/4 acres Land, value..... \$ 1840, at 33 1/2 c. on \$100..		50	
To County Levy on Personal Property, value....., at 33 1/2 c. on \$100..		613	
To County School Tax on Real and Personal Property, value \$ 1840, at 10 c. on \$100..		184	
To District " " " " " " value \$....., at 5 c. on \$100..		92	
Total amount of County Taxes.....			889
Total amount of State and County Taxes.....			1625
DECEMBER 1.-5 per cent. added.....			81
TOTAL AMOUNT.....			1706

RECEIVED PAYMENT.

....., TREASURER.

....., DEPUTY TR.

7 12 93

Daugherty L No Est

1706

4 1/2



J. F. Eley, admr. of L. W. Daugherty deed. Dr.
1891 To the ltrk. of L. W. Daugherty deed.

Octo. Invaly. on his acct, taking deed & bond stay \$3.11

Pd by J. F. Eley Admr.

H. P. Young, clrk.

Ely J. F. adm.

\$3.11

all owed
the admn. in
his acct;
reported to
Cir Court 10,
Octo. 1892,
A. P. Henry com.

X

SEABOARD AIR LINE.

Causeville, Va Station, Aug 22 1893

Mr H. P. Young
Dear Sir

I will be much obliged to you if you will arrange to have the depositions of myself done or his other witnesses in the matter you refer to, taken here at any time you choose. I think my evidence is very important - I am not able to make the journey. I have been & am getting sick. Not able hardly to get out of house. Cannot do my office work, & could not undertake to go to your office for the whole amount in question. I hope this can be done before official

SEABOARD AIR LINE.

at ~~Cause~~ Station, with my ¹⁸⁹
 attorney, "L. C. Parker Esq & testates
 attorney "Holland" I suppose. If this
 cannot be done, I will have to
 visit the case with the evidence
 of Dr. Rauls A. S. Johnson &
 Please write to me at once
 & if witnesses must go to your
 office. Can it be done early
 in the morning of Sept - Court-
 Court day, as witnesses Dr. Rauls
 is busy & expects to have to
 make an extra trip & Court day
 too as probably he will have to
 go to Court that day. Is what
 you can for us on that line
 please & you will greatly
 oblige your old friend
 Edward Rauls
 E.

Rosenbaum & Co

rs

Daughtrie's admr. it. of

I am ^{anr.} special to report
that on the 19th ^{Jan} 1893 he sold the lot and
land, at which sale b. J. Bradshaw became
the highest bidder at the price of \$1500.00
and has paid me 300 \$ part thereof but has
failed in all other respects to ~~comply~~
comply, and at same sale S. S. Horrell
became highest bidder for the moiety in
the farm at the price of 250 \$ which
he elects to pay all in cash. Your
committee recommends the confirmation
of said sales and that a decree be
entered for resale of lot unless b. J.
Bradshaw shall in 90 days comply

Respectfully
W. S. Hallard
Spec. Commr.

Rosenbaum & Co

vs -

daughters adv

Report of assets

by Spe. Comm. Hallett

May 16 - 1893

A further account of the debts against
S. W. Daughltry decd: and his estate.

Pr.	A debt due Brickley & Beaman	
x	by note decd 8. Octo. 1891, for	100 00
	Int. thereon to 20. Octo. 1892	6 23 106 23
"	A debt due same on note decd	
x	10. Octo. 1891.	50 38
	Int. thereon to do.	3 11 53 49
"	A debt due same on acct.	124 25
x	Int. from 28. Aug. 1891, to do.	12 26 136 51
	A debt due Frank D. LaSalle & Co.	
x	on acct.	212 82
	Int. thereon from 31. Aug. 1891, to do.	14 49 227 31
	A debt due S. H. Marks & Co. on acct.	36 95
	Int. thereon from May 15. 1891 to do.	3 14 40 09
		<u>563 63</u>

Commissary office, Isle of Wight County
March 24th. 1893.

To the Circuit Court of Isle of Wight County.
Pursuant to a decree of the said Court,
rendered in Novr. 1892 in the case of
Rosenbaum & Co. vs. S. W. Daughltry's ad-
et al: directing a commissary of the Court
to take & report a further account of
debts against said Daughltry & his estate,
your commissary reports that on the 13th.

day of Feb'y: 1893, he issued notices to the parties
 plffs: & defts: that he had fixed upon the 2^d of
 March 1893, to take said account requiring them
 to attend. That said custom was expected to be
 that on the day so fixed upon, the taking of said
 account was customarily held the date of this report,
 on which day your Commissioner made up and
 completed the foregoing further account of debts
 against said Daugherty's estate, which shows
 the amount of additional debts to be \$363 63
 all of which are of equal priority & legitimacy.
 Given under my hand as a Commissioner of
 said Court the day and year first aforesaid.

N. P. Young com.

Comms: fee . . . 8.50
 Stelf. " . . . 3.00
 \$11.50

Rosenbauer & Co.,

vs. E. J. Daugherty

Daugherty's admr. etc.

Comms. report of
 further debts, under
 decree of Nov. 1892.

Filed 24th March
 1893.

Commissioner's Office,

Isle of Wight Co. N. Va. Sept 5th 1891 1902

To M. Rosenbaum Co. Plaintiff, vs Geo. W. Waughton admr
of J. F. Ely decd; S. E. Coffill. E. A. Watkins trustee, Nancy
Purdum, J. H. Barnes trustee, Sarah A. Morgan executrix
of N. A. Morgan decd; and R. E. Boykin guardian ad litem.

You are hereby notified that I have fixed upon the 16th day of September 1902 next,
if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the account
of the transactions of Mr. S. Hall and Special Commissioner

required to be taken by a decree of the Circuit Court of the County of Isle of Wight -
rendered on the 28th day of April 1902 1891 1902, in a suit in chancery depending in said
Court between the parties aforesaid, plaintiff and defendants

at which time and place you are required to attend.

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

A. J. Gussing commr

M. Rosenbaum & Co.

vs.

COMMISSIONER'S NOTICE.

Doughty adm. et al.

*Attest
J. H. Spencer
County Clerk*

*Rec'd this 10th day of Sept 1892 by delivering a true copy
of the writ to Francis D. Smith Clerk of the Court*

Commissioner's Office,

Isle of Wight Co. Va. 5th 1891/1902

To M. Rosenbaum & Co. Opp. vs. Wm. W. Daughton admr
of J. D. Eley decd; S. Eva Cofield, E. A. Watkins trustee
Henry Chudow, J. H. Barnes trustee, Sarah J. Morgan
executrix of H. A. Morgan decd; and R. E. Boykin
guardian ad litem

You are hereby notified that I have fixed upon the 16th day of September 1902 next,
a further
if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the account
of the transactions of Mr. S. Holland special Commissioner,

required to be taken by a decree of the Circuit Court of the County of Isle of Wight
rendered on the 28th day of April 1902 1899, in a suit in chancery depending in said
Court between the parties aforesaid, plaintiffs & defendants

at which time and place you are required to attend.

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

A. J. Young Commr

Rosenbaum & Co.

vs.

}

COMMISSIONER'S NOTICE.

Darlington's admors etals

I acknowledge service
of the within notice
Sept: 9th 1902 -

J. C. Parker, Counsel
for Plaintiffs.

Commissioner's Office,

Iles of Wight Co. N. Va. Sept 5th 1891 1902

To N. Rosenbarr Co. Plaintiff, W Geo. W. Langhorne admr. of
J. J. Eley decd: S. E. Asfield, E. A. Watkins trustee Henry
Auden D. H. Barnes trustee Sarah A. Morgan executrix of
N. A. Morgan decd. and R. E. Boykin guardian ad litem

You are hereby notified that I have fixed upon the 15th day of September 1902 next,
if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the account
of the transaction of W. S. Hallon special Commissioner

required to be taken by a decree of the Circuit Court of the County of Iles of Wight
rendered on the 28th day of April 1902 189, in a suit in chancery depending in said
Court between the parties aforesaid, plaintiff and defendants

at which time and place you are required to attend.

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

H. J. Young Comr

I acknowledge service of this notice

Wm. H. Barnes.

FORM No. 400.

M. Rosenbourn & Co

vs.

COMMISSIONER'S NOTICE.

Danahy & Co. et al

Commissioner's Office,

Isle of Wight Co. Va. September 5th 1891

To *M. Rosenbaum W. Plaintiff by Geo. W. Langhorne admo of*
J. J. Ely decd; S. Ewell Cozfeld; E. A. Watkins Trust; Henry
Cruden; J. H. Barnes Trust; Sarah A. Morgan executrix
of A. A. Morgan decd; and R. E. Boykin guardian
ad litem

You are hereby notified that I have fixed upon the *16th* day of *September 1902* next,
if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, ^{a further} the account
of *the transactions of Wm S. Halland special Commissioner*

required to be taken by a decree of the *Orphans* Court of the *County of Isle of Wight*
rendered on the *28th* day of *April 1902* ~~189~~, in a suit in chancery depending in said
Court between *the parties aforesaid, plaintiffs vs defendants*

at which time and place you are required to attend.

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

A. J. Young comr

Rosenbaum & Co.

vs.

{

COMMISSIONER'S NOTICE.

Danahy's adm. estate

I hereby accept
service of their
notice and waive
service of pro-
cess or notice by
an officer.
Aug 8th 1902

E. A. Watling

Commissioner's Office,

Isle of Wight Co. Va. Sept 5th 189 1902

To Mr. Rosenbaum & Co. plaintiff. Pliffs
My Ex. W. Daughtery admr. of J. J. Eley decd. S. Eow Co. & E. A.
Watkins trustee, Henry Cruden, J. A. Barner trustee, Sarah
Morgan executrix of V. A. Morgan decd. and R. E.
Baykin guardian ad litem

You are hereby notified that I have fixed upon the 16th day of September 1902 next,
a further
if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the account
of transacting of W. S. Valland special commissions

required to be taken by a decree of the Quenit Court of the County of Isle of Wight
rendered on the 28th day of April 1902 189, in a suit in chancery depending in said
Court between said parties plaintiff and defendants

at which time and place you are required to attend.

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

A. J. Young Comr

Presented by reference to the within named
Geo. W. Ruggles & Co. having Henry Pomeroy
each a true copy of the within instrument
and to R. E. Rayburn Esq. re.

Sept 12th 1902

R. A. Edwards Esq.

FORM NO. 400.

M. Rosenbaum & Co.

28.

COMMISSIONER'S NOTICE.

Wanghams' adm. shals

Commissioner's Office,

Isle of Wight Court, June June 2nd 1893

To M. Rosenbaum Esq. Plffs; And to J. F. Ely adms of L.
W. Doughty decd. S. Eva Doughty, R. E. Boykin ad-
ad litem to the infant depts. E. A. Watkins Trustee. Hu-
ry Pruden, J. H. Barnes Trustee, & A. A. Morgan &
Edward Rawls Scts.

You are hereby notified that I have fixed upon the 24th day of August next,
1st & 2nd further
if fair, if not, on the next fair day thereafter (Sunday excepted), to take and settle at my office, the account
of the debts due and outstanding against L. W. Doughty
decd. or his estate - And I attach hereto the present value of the
dower interest of the widow of the said L. W. Doughty in his
real estate after deducting the amounts due under deeds of
trust on same estimating the value of the tract sold to J. S.
Bradshaw at the price at which he bid of the same as reported -
I require further into the legality of the note made by J.
Johnson to L. W. Doughty (negotiable) and endorsed by him to E.
Rawls reported by Comr. Young as a debt vs. L. W. Doughty and
to take depositions of witnesses & return same with his
report to Court

required to be taken by a decree of the Circuit Court of the County of Isle of Wight
rendered on the 17th day of May 1893, in a suit in chancery depending in said
Court between the said parties plaintiffs and de-
-fendants.

at which time and place you are required to attend.

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

H. C. Young Comr -
a copy sent to J. H. Barnes Trustee

Mr Roschman

vs.

}

COMMISSIONER'S NOTICE.

J C Barber atty
Franklin

Commissioner's Office,

Isle of Wight Court House, June 22nd 1893

To W. Rosebush H. O. Plffs. And C. J. Ely adms. of S. W. Daughtrey decd; S. C. Daughtrey, R. E. Boykin gds. ad lites to the infant depts; E. A. Watkins, Trustee; Henry Prender, T. H. Barnes, Trustee & H. A. Morgan and Edward Rawls Depts.

You are hereby notified that I have fixed upon the 24th day of August next, if fair, if not, on the next fair day thereafter (Sunday excepted), to take and settle at my office, ^{set. further} ~~the~~ account

of the debts due and outstanding against S. W. Daughtrey decd; or his estate. 2nd Ascertain and report the present value of the power interest of the widow of the said S. W. Daughtrey in his real estate, after deducting the amounts due under deeds of trust on same, estimating the value of the tract sold to J. T. Bradshaw at the price at which he bid off the same as reported. To enquire further into the legality of the note made by A. S. Johnson to S. W. Daughtrey (negotiable) and endorsed by him to E. Rawls, reported by C. J. Ely as a debt on S. W. Daughtrey and to take depositions of witnesses and return same with his report to Court.

required to be taken by a decree of the Circuit Court of the County of Isle of Wight rendered on the 17th day of May 1893, in a suit in chancery depending in said Court between the said parties, plaintiffs and defendants.

at which time and place you are required to attend.

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

A. O. Young Comr.

Exhibited by delivering a copy of this
notice to F. Elvy S. Elm Daugherty R. E. Boy
Kin ~~ttttt~~ E. A. Whithire, Henry Pruden
T. H. Parua H. A. Morgan & Edward Rowles
on Sept. 15th 1893.

For A. Edwards Eff.

Form No. 400.

Rosebauer & Co.

U.S. } COMMISSIONER'S NOTICE.

Daugherty's adm. et al.

of 24th, Dec. 1893.

Commissioner's Office,

Isle of Wight C. B. Tiley, 13th. 1892

To Mr. Rosenbauer Hon. Offr. - And to J. Eley, Jr. of
J. W. Daughton, decd; J. Coa Daughton, W. D. Daughton,
H. S. Daughton, the last two infants, E. A. Watkins, Trustee,
Henry Pender, J. H. Barnes, Trustee, N. A. Morgan, and
R. E. Boykin gods. ad litem to infants - Defts.

You are hereby notified that I have fixed upon the 21st day of March next,
if fair, if not, on the next fair day thereafter (Sunday excepted), to take and settle at my office, ^{a further} the account
of debts against J. W. Daughton, decd. and
his estate

required to be taken by a decree of the Circuit Court of the County of Isle of Wight
rendered on the 21st day of March 1892, in a suit in chancery depending in said
Court between the said parties plaintiff & Defents;

at which time and place you are required to attend.

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

Accep. Tasty,

J. B. Young Comr.

N. P. Young Comr.

Rosebarn Co,

vs.

COMMISSIONER'S NOTICE.

Daughters admt. etc,

Dr Morgan.

To save costs, before
to sign the ac-
knowledgment on the
back of this notice
I return to you.
Under you have seen
this claim, and you
for your interest.
Yours Respectfully.

A. A. Morgan

I acknowledge receipt of the within
notice, July 20th, 1893.

A. A. Morgan

I have no other claims but the one already reported (Thank)

A. A. Morgan

Commissioner's Office,

Isle of Wight C. H. Clerk Bth. 189 3,

To M. Rosebauer & Co. Plffs: And J. F. Eley
adm. of W. Daughtrey decd.; S. Eva Daughtrey, D. R.
Daughtrey, S. S. Daughtrey, last two infants; E. A.
Watkins, trustee, Henry Pender, J. H. Barnes, trustee,
H. A. Morgan, and R. E. Boykin gds. additns to infants,
Dftrs.

You are hereby notified that I have fixed upon the 2^d day of March next,
if fair, if not, on the next fair day thereafter (Sunday excepted), to take and settle at my office, ^{a further} ~~the~~ account
of debts against W. S. Daughtrey decd.
and his estate.

required to be taken by a decree of the Circuit Court of the County of Isle of Wight
rendered on the 2^d day of March, 189 2, in a suit in chancery depending in said
Court between the said parties, plaintiffs and
defendants.

at which time and place you are required to attend.

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

at copy, Date,

J. P. Young Comr.
J. P. Young Comr.

Rosebome Hea

vs.

COMMISSIONER'S NOTICE.

Decey's admt. et al.

To 2^d March 1893,

Mr. J. H. Brown.
Please deliver
evidence in
this matter on the
first day of
April next.
You are in your
attending. With
kind regards.
Yours truly,
J. H. Brown

I hereby acknowledge
the service of this
notice.
J. H. Brown.
July 20th 98

Commissioner's Office,

Isle of Wight Co. Va. ^{Feb.} ~~Aug.~~ 13th 189~~7~~³.

To ~~M. Rosencrance, He~~

~~Plffs.~~

And J. P. Cley admin. of L. W. Daugherty dec'd: S. Eva
Daugherty, W. R. Daugherty, H. S. Daugherty, E. A. Watkins
Trustee, Henry Pender, J. H. Barnes, Trustee, J. H. A.
Morgan & R. E. Boykin adm. ad litem to infants
Defts.

You are hereby notified that I have fixed upon the 24 day of March next,
if fair, if not, on the next fair day thereafter (Sunday excepted), to take and settle at my office, ^{a further} ~~the~~ account
of debts against W. S. Daugherty dec'd and
his estate

required to be taken by a decree of the Circuit Court of the county of Isle of Wight
rendered on the 24 day of Nov. 189~~7~~², in a suit in chancery depending in said
Court between the said parties, plffs. and defts.

at which time and place you are required to attend.

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

J. P. Young

Examined by returning to the within
 name of J. T. Day adum. Sec. & acc. by
 E. A. Williams Henry Muller, a copy
 of the within notice July 22nd 1892
 & in testimony hereof signed at St. Louis by taking
 acknowledgment of Service,

Mo. C. Edwards
 Sff.

J. H. Brown & H. A. Morgan are in
 habundant of my receipt July 23rd
 1892.

Mo. C. Edwards
 Sff.

Form No. 400.

Rosecrance & Co.,

vs.

COMMISSIONER'S NOTICE.

Daughter's advertisement

To 22 March 1892,

Mr. Reak

acknowledge

Service of this paper

for the purpose of

the Court.

I acknowledge by the
 Service of this notice

R. E. Boykin

Rosa L. Linn

To Messrs. S. C. Harrell and John W. Saunders:

Please take notice that on the 5th day of January 1893 in vacation at his residence I shall move the Hon. C. W. Hill to set aside the sale made at Carrsville on the 17th day of Dec 1892 under a decree in the cause of Rosenbaum & Co. Vs. Daughtry, & others and others as to the property bid off by you. An upset bid having been made in both instances I shall ask that the property bid off by you be resold at public auction after a reasonable but brief public notice.

Very Respectfully

W. S. Hall and J. C. Carr.
Attys for widows & minor children

I hereby acknowledge the receipt of a true copy of the above notice.

Sarah C. Harrell,

To Messrs. S. ^b Harrell and JOHN M. Saunders:

Please take notice that on the 5th day of January 1893 in vacation at his residence I shall move the Hon. C.W. Hill to set aside the sale made at Carrsville on the 17th day of Dec 1892 under a decree in the cause of Rosenbaum & Co. Vs. Daughtry, s admr and others as to the property bid off by you. An upset bid having been made in both instances I shall ask that the property bid off by you be resold at public auction after a reasonable but brief public notice .

Very Respectfully

W. S. Hall and Spe.
Carr. and atty for
Widow & Minor Children

I hereby acknowledge the receipt of a true copy of the above notice.

John M. Saunders *Sign here*

Know all men by these Presents, That we, W. S. Holland
and C. P. Joyner

are held and firmly bound unto the Commonwealth of Virginia, in the sum of Three
Thousand Dollars,

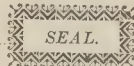
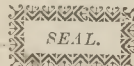
to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our Homestead Exemptions as to this obligation, and any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State. Sealed with our seals, and dated this 15th day of Novr, one thousand eight hundred and ninety two.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound W. S.
Holland shall faithfully perform the duties of his office or trust, as Commissioner
of sale under a decree of the Circuit Court of the County of Isle of Wight pronounced on the Second day of Novr, 1897, in the suit therein depending under the name and style of Rosebaum & Co. v.
J. P. Eley admr of S. W. Daughtry
et als. of the land whereof S. W.
Daughtry and seized & foreclosed

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in
the presence of

W. S. Holland
C. P. Joyner



In the Clerk's Office of the Circuit Court of the County of Isle of Wight

This day C. P. Joyner

surety on the above bond, made oath before me, W. P. Young Clerk
of the Circuit Court of the County of Isle of Wight

that his estate, after the payment of all his just debts, and those for which he is bound as
security for others and expect to have to pay, is worth the sum of Three
Thousand dollars.

Given under my hand this 15th day of Novr, 1897.

a copy.

Teste:

W. P. Young Clerk.

W. P. Young Clerk

W. S. Holland, Court
in
Rosenbaum & Daugherty
vs

to } COMMISSIONER'S
BOND.

Commonwealth.

copy.
Filed Nov. 15/92

Commissioner's Office,

Isle of Wight C. H. Aug. 3rd 1892

To M. B. Rosenbaum, L. Walstein & H. Rosenbaum
Trading as M. Rosenbaum & Co. Plaintiffs - And to
J. P. Eley admor. of S. W. Daughtrey; S. E. Daughtrey, D^r
R. Daughtrey (the last two infants) E. W. Watkins, trustee; Sam.
Pruitt, J. H. Barnes, trustee; H. A. Morgan, Solomon C. Cretchier &
Robert Rawls Executors of Jno. A. Cretchier decd. - Defendants.

You are hereby notified that I have fixed upon the th 24th day of August 1892

if fair, if not, on the next fair day thereafter (Sunday excepted), to take and settle at my office, the account

1st of the transaction of J. P. Eley as admor. of S. W. Daughtrey

2nd An account of all the debts outstanding against
the said S. W. Daughtrey or his estate, together with their orders
of priority and dignity, and whether the same are secured by
lien on the property of the deceased or not. - 3rd An account
of the simple and assessed value of the real estate of
which said S. W. Daughtrey died seized and possessed.
and 4th. An account of any other matters deemed
pertinent by the Commissioner, or which he may be required
to make, state and report by any of the parties to this suit.

required to be taken by a decree of the Circuit Court of the County of Isle of Wight

rendered on the th 20th day of April 1892, in a suit in chancery depending in said

Court between the said parties, plaintiffs, and
defendants

at which time and place you are required to attend.

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

A. P. Young, Comm.

Rosenbaum & Co.

vs.

COMMISSIONER'S NOTICE.

Daugherty's adms. et al.

To 24th, Aug. 1892

Launched by service of this notice
for J. B. Clay adms. Mr. D. C. Daugherty
C. A. Coathran & M. P. Paine W. S. Florence
attys.

Commissioner's Office,

Sh. of Wight Co. N. Aug. 3rd 1892

To M. B. Rosenthal, & Walestine & I Rosenthal
trading as M. Rosenthal & Co. Plaintiffs. And to
J. F. Eley admr. of L. W. Daughtry decd. S. E. Daughtry
W. R. Daughtry (the last two infants) E. R. Watkins trustee
J. H. Baines trustee N. A. Morgan & Solomon Cutchin & Robt.
Kearls exors. of Jno. A. Cutchin decd. Xpts.

You are hereby notified that I have fixed upon the 24th day of August 1892 next,

if fair, if not, on the next fair day thereafter (Sunday excepted), to take and settle at my office, the account

of 1st of the transactions of J. F. Eley as admr. of L. W. Daughtry
decd. 2nd. An account of all the debts outstanding against
the said L. W. Daughtry or his estate together with their order of prior-
ity and dignity and whether the same are secured by liens
on the property of the decd. or not. 3rd. An account of the fee
simple fair market value of the real estate of which said
L. W. Daughtry died seized & possessed, and 4th. An account of
any other matters deemed pertinent by the commissioner or
which he may be required to make, state and report by any of
the parties to this suit

required to be taken by a decree of the Circuit Court of the county of Sh. of Wight

rendered on the 20th day of April 1892, in a suit in chancery depending in said

Court between the said parties plaintiffs and defen-
dants

at which time and place you are required to attend.

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

A Copy, I take.

L. P. Young Comr.

Rosenbaum Hea.

vs.

COMMISSIONER'S NOTICE.

Daugherty et al.

To Augt. 24. 1892

Capt. Sol. Cushman.
Please sign acknowledgment of this notice and return me the original.

Yours truly

A. P. Young
com

I acknowledge receipt of a copy of the
within notice, Attest
Attest
of Wm. C. Cushman Secy.

Commissioner's Office,

Isle of Wight C. H. Aug. 3^d 1892

To M. B. Rosenbaum, L. Walentine & J. Rosenbaum
trading as M. Rosenbaum & Co. - Plaintiffs. - And to
J. F. Eley admr. of L. W. Daugherty decd; S. Eva Daugherty,
Jm R. Daugherty (the last two infants) E. A. Watkins, trustee; Henry
Pender; J. H. Barnes trustee; H. A. Morgan, Solomon Cutchin &
Robert Pauls exors. of Jno. A. Cutchin decd. -
You are hereby notified that I have fixed upon the 24th day of August 1892 ^{Sept} next,

if fair, if not, on the next fair day thereafter (Sunday excepted), to take and settle at my office, the account

1st of the transactions of J. F. Eley as admr. of L. W. Daugherty
decd. - 2nd - An account of all the debts outstanding against
the said L. W. Daugherty or his estate, together with their
order of priority & dignity, and whether the same are secured
by him on the property of the decedent, or not. - 3rd - An account
of the full simple and annual value of the real estate of
which said L. W. Daugherty decd seized and possessed -
and 4th - An account of any other matters deemed pertinent
by the Commissioner, or which he may be required to
make, state and report by any of the parties to this
suit. -

required to be taken by a decree of the Circuit Court of the County of Isle of Wight
rendered on the 20th day of April 1892, in a suit in chancery depending in said

Court between the said parties, plaintiffs and defendants

at which time and place you are required to attend.

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

J. P. Young Commr.

Rosenbaum & Co.,

vs.

COMMISSIONER'S NOTICE.

Dougherty et al.,

To Aug. 24. 1892.
J. C. Parker per

The enclosed this 22 being at 1892
by circulation each day to 1892
that Morgan & Robt. Paul & Co.
with 1892
Thank

Commissioner's Office,

Isle of Wight, C. H. Aug: 30. 1897

To M. B. Rosenbaum, J. Wolstein, J. Rosenbaum, trading
as M. Rosenbaum & Co.; J. F. Ely, admin. of S. W. Daugherty decd;
S. Eva Daugherty, W. R. Daugherty (the last two infants) E. W.
Watkins, Trustee; Henry Prudden; J. H. Barnes, Trustee, H. A. Morgan;
Solomon Gutcheon & Robert Pauls, Exors. of Jno. A. Gutcheon decd.

You are hereby notified that I have fixed upon the 24th day of August 1897

if fair, if not, on the next fair day thereafter (Sunday excepted), to take and settle at my office, the account

1st An account of the transactions of J. F. Ely as admin. of
S. W. Daugherty decd.; 2^d An account of all the debts out-
standing against S. W. Daugherty decd. or his estate, to-
gether with their order of priority and dignity, and whether
the same are secured by lien on the property of the decd.
or not. 3^d An account of the fees, costs, charges and value
of the real estate of which said S. W. Daugherty died
seized and possessed. 4th An account of any other
matter deemed pertinent by the accountants, or which
they may be required to make, state & report by any of the
parties to this suit.

required to be taken by a decree of the Circuit Court of the County of Isle of Wight

rendered on the 20th day of April 1897, in a suit in chancery depending in said

Court between the said parties plaintiffs and
defendants.

at which time and place you are required to attend.

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

J. P. Young Comm.

Rosenbaum & Co.

vs.

COMMISSIONER'S NOTICE.

David Greig's adm'r

Mr. Parker will
please acknowledge
received for pl'tffs.
& rec'd return as her
may be comm'd for
M. B.

We acknowledge receipt of the within notice.
M. B. Rosenbaum, L. Wallenstein,
& J. Rosenbaum, trading as M.
Rosenbaum & Co., by J. C. Parker
Attorney.

Franklin, Va
Aug 10th 1892

MEMO:

OFFICE OF

COURTS:

IN RE

J. C. PARKER,
ATTORNEY-AT-LAW.

SOUTHAMPTON,
ISLE OF WIGHT, NANSEMOND,
AND ADJOINING COUNTIES.

VS.

Franklin, Va., Dec 19th 1891

N. P. Yarnum, C.L.

Isle of Wight - C.H. Va

Dear Sir:

I herewith inclose bill in Daughtry
creditors suit, to be filed at Rules 3rd Monday
in this month. I believe all exhibits are
with it except - "A" which I have file. oblige

Yours truly,
J. C. Parker

1 In the case of Rosenbaum & Co vs Humphreys when and also the
2 estate is insolvent, the liabilities amounting to \$2477.82 whereof
3 \$1665.00 are homestead waived and \$812.78 are without waiv
4 er and the assets are \$1541.43, not as much as the debts with
5 waiver, and the question arises how shall distribution be made
6 and are the infant children who claim it entitled to the homestead
7 exemption. The homestead waived creditors contend that they shall
8 be paid in full as far as the assets will go, to the entire exclusion of the and
9 thus without waiver and the latter claim that the assets shall be ap
10 plied ratably to all the debts, those with waiver to be paid at once and
11 the share of the not waived shall be reserved for the benefit of the
12 infant children and distributed among the creditors without waiv
13 er at the termination of the homestead.

14 learned for the creditors with waiver refer to the cases of ^{Co-}Thompson when
15 vs Strange & Co 76 Va page 240. Scott vs Chatham & Co page 82 and
16 Wilkinson vs Merrill 87 Va page 313 as authority for their position
17 but I contend that the question how shall an insolvent estate be
18 distributed in payment of debts where there are debts with and without
19 waiver and what are those rights as between each other can not be
20 fore the court in either case, and has never been decided.

21 In the case of Thompson when vs Strange & Co the estate was solvent as far as the
22 assets in the record showed. The books report showed liabilities
23 amounting to \$2253.50 whereof \$679.68 were homestead waived, as
24 to \$807.52 it was uncertain whether there was a waiver or
25 not, and the residue were non-waived. The personal estate nominally
26 amounted to a much larger sum ^{only} but \$121.25 beyond what was ne
27 cessary to pay costs of administration and said has been collected.
28 Two decrees had been entered in the lower court, one confirming the
29 books report and one apportioning homestead to the widow, to wit land
30 of the value of \$200, the cash in the hands of the widow, and choses
31 in action sufficient to make the whole amount of \$2000. The court
32 decided first, that while it was error to act on a books report

not have been on that question. The only question in the case
decided by the court was whether if the homestead had been
upheld it terminated on the death or separation of the
family during the life of the homestead.

The case of *Powers v. Adams* as *Winn's* case is decided by
the chancery court of Richmond is not authority. Judge
Burke who delivered the opinion of the court in *Thompson v. Adams*
as *Thompson's* case spoke approvingly of it but as I have said, so
far as it has reference to the settlement of an insolvent as
late as was "whiter dictum".

If the homestead ~~was~~ debts, the contention that the homestead
was debts ~~should~~ be paid in full to the exclusion of those not
waived when the estate of a decedent is insolvent, arises as I con-
ceive from a mis conception of the nature of a homestead exemp-
tion, the rights of the holder and the rights required by the creditor.

If the homestead waived debts are to be paid in full in such case,
contrary to the law for the payment of the debts of a decedent
prescribed by sections 2660 and 2661 Code of 1887 page, they
must have priority by the waiver which in the homestead prop-
erty, or priority of payment over the non waived debts other
than priority as to time of payment, or the homestead law
works a repeal of those sections by implication, ^{express repeal.} hence my view.

The list of appeals in Scott vs. Blithum & Co. 78 Va. page 246 says
~~the waiver gives no time or priority~~

In *Angus v. Angus* Judge 24 Gratton page 705 the list says "a repeal
of a statute by implication is not favored by the courts" "the pre-

scription is always against ^{the intention to repeal} ~~is implied by implication~~ ^{express}
provisions are not used, hence the rule is laid down by Chief

Justice Marshall that a repeal by implication ought not to be pre-
sumed unless from the repugnance of the provisions, the inference
be necessary." and it quotes Judge Story to the same effect.

An examination of the statutes will I think by then very little

show no sufficiency but perfect and entire ^{each other} security.
A homestead exemption is not a new estate nor ~~such~~ an absolute ex-
emption as ~~is~~ that ~~provided~~ in Sections 3650 ^{and 3652} ~~and 3651~~ commonly
called "the poor law," but is only the right of a householder to
^{hold} his real or personal estate or either to the value of not ex-
ceeding \$2000 "except from levy, seizure, garnishment and
sale under execution, order or process on any demand for any
debt or liability on contract" except in certain specified cases
and where the right is waived, ^{last of 1887} Section 3630
By Section 3633 this right survives to his widow and in fact
^{and is held by them,} children ~~during his life~~ ^{until he} ^{deaths or} marriage ~~until the~~
~~youngest child is 21 years old~~ they respectively attain the age
of 21 years or marry, if they marry before attaining that age
Section 3634 declares when the exemption ceases and provides
^{the right to claim or hold the exemption} that it shall cease when a person ceases to be a householder or se-
cedes from the State or upon his death without a wife or mi-
nor children surviving him. ^{if he leaves a wife or minor child}
or then upon his death or marriage and as soon as the youngest
child is 21 years old or all marry if they all marry before attaining
that age, when it shall pass as other real and personal estate according
to the law of descent and distribution as if it may be devised or bequeathed
by the householder, subject to his debts. It also provides that the
lien of a judgment or decree for money rendered against the householder
not paramount to the exemption shall as to the real estate exempted
^{attach} to such only as he may hold when exemption ceases and shall not
be enforced till then. This implies that suit may be brought by the
By Section 3637, ^{the householder or} he may waive or relinquish the exemption
as to any debt, and when so waived, the act declares that "the
property or estate whether ~~previously~~ ^{previously} set apart or not, may be
subjected for said debt under legal process in like manner and in
the same extent as other property of said person."
It thus seems that the homestead exemption is only the right to

1 holds the property, set apart, except for a certain time from the
2 payment of his debts by law & under legal process. This is all
3 that he relinquishes by the waiver and all that the creditor re-
4 quires, He does not require any lien or priority (78 Va 86) on the
5 property but only the right to subject it for said debt with waiver,
6 "under legal process in like manner and to the same extent as
7 other property or estate of the debtor." ^{in the life time of holder of mortgage} He may bring suit, obtain
8 judgment, enforce the decree against the land or levy execution on the
9 personal property, and collect his debt. The non waived creditor
10 may also sue and obtain judgment ~~and~~ require a lien thereby,
11 but he can not enforce his lien nor levy an execution till the
12 exemption expires, ~~and that is all the difference between~~
13 ~~the two.~~ He may proceed against other property if any but
14 not against the homestead, and that is all the difference between
15 the two.

16 But suppose the homestead dies before suit brought, how
17 stands the case then, In his lifetime his whole estate was liable,
18 subject to exemption for the payment of any debt on which judg-
19 ment was obtained and execution issued, but on his death
20 the law (Code of 1887 Sections 2660 and 2661) prescribes that his
21 debts shall be paid in a certain order of priority and if the assets
22 are not sufficient to pay all the creditors of any one class, they shall
23 be paid ratably. But the homestead waived and thus any right to be
24 paid in full on any right which the non waived, ^{has not} is left to present
25 payment, all in this ^{case} being of the same, to wit the 4th class.
26 The law says the decedent's debts of the same class shall be paid
27 ratably. The only right required by the waiver is the right to sub-
28 ject the homestead property for the debt "by legal process in like
29 manner and to the same extent as other property or estate of the
30 debtor" The lot of Appeals is Strange as Strange and Scite is
31 Breithorn says that the surplus after setting up the exemption
32 that is, "the other property" shall be paid ratably, to all the creditors

both those with and without waiver, and if the homestead property
can only be subjected for the debt with waiver "to the same extent" as
and the waived debt can only receive its pro rata out of the other property
the other property, it follows that it can only receive its pro rata
out of the property ^{out of the property} ~~with~~ the non waived and does. In this view the two laws are
not repugnant but are harmonious and consistent with
each other. One law says to the creditor with waiver, sell the
property of the debtor is liable for your debt and you may sub-
ject it for its payment if said for in his lifetime as may said
law without waiver can do as to any other property except the
homestead. The other law says having waited until his death you
must share ratably with all the creditors but you are entitled to
be paid at once while those without waiver must wait until
the expiration of the homestead.

In accordance with these views I contend that the assets should be distrib-
uted ratably among all the creditors those with waiver to be
paid at once and but for facts that have recently come to my know-
ledge that the shares of the non waived creditors should be invested
for the benefit of the infant children and be distributed at the
termination of exemption. I understood that L W Whanghting the
decendant at the time of his death was a merchant. that the largest
part of his assets were the proceeds of sales of his stock of goods,
and the largest part of the non waived debts proven against
his estate were for goods purchased. If this be so, and the account
my account of sales of the widow and the account of the widow
should prove it, the stock of goods, ~~and~~ by the decision of the
lot of appeals in 33 Bulletin page 153 are not subject to the
homestead exemption and the creditors whose debts are for
goods sold to him should also be paid at once, as to them for
no rate share of the goods.

W R Atkinson

Argument
of

G. R. Atkinson
counsel for
Claimants
✓
Rosenbloom

vs.
Daugherty
✓

We hereby promise and bind ourselves, our heirs and assigns jointly and severally to pay unto W. S. Hall and Spe. Comr. in the suit of Rosenbaum & Co. vs. Daughtry's admr. et, al. the just and full sum of two hundred & thirty (230) dollars current money of the United States, and we hereby waive the benefit to our Homestead Exemption as to this contract and obligation. Sealed with our seals this 23rd day of December 1892 A.D.

The condition of the above obligation is such that if at a resale of L. W. Daughtry's interest in 100 acres land on Kinsale Swamp bid off on Dec. 17th 1892 by J. W. Saunders at \$205 the ^{same} shall sell for two hundred & thirty (230) dollars and the purchaser at said resale shall comply with the terms of same then in that event this obligation is null and void otherwise in full force and effect

William (Seal)
Gavin Rawls. (Seal)

Rosenbaum res

VS

L. W. Daughly's adv. to 05

hpsd bid bond for
resale of $\frac{1}{2}$ int. in 100
acres of land on Kuisale
Swamp.

23 Dec 1892

we hereby promise and bind ourselves jointly
and severally to pay unto W.S. Hall and spe.
Carr. in the suit of Rosenbaum & Co. vs. L.W.
Daugherty's Adm'r. et. al. the just and full
sum of eight hundred and fifty (850) dollars
current money of the United States. And we
hereby waive the benefit to our Homestead
Exemption as to this contract and obliga-
tion. Sealed with our seals this 17th day of December
1892

The condition of the above obligation
is such that if at a resale of lot, tract or
parcel of land at Leesville said to contain
35 acres whereon L.W. Daugherty died and
bid off this day by Mrs Sarah C. Harrell the
same shall sell for eight hundred & fifty
(850) dollars then this obligation to be
null and void otherwise in full force
and effect.

J. T. Bradshaw (Seal)
E. R. H. Daugherty (Seal)
John M. Samuelson (Seal)

Rosenbaum & Co

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

Doughty's adm. et. al.

Writ Bid Bond

17 Dec 1892

THIS DEED, made this 31st day of October, in the year 1887, between
L. W. Daugherty and S. Eva Daugherty his wife
and S. J. Wyatt of the County of Isle of Wight and
in the State of Virginia, parties of the first part; and E. A. Watkins
of the said County & State
party of the second part chosen trustee, Witnesseth: that the said
parties of the first part do grant with general warranty unto said E. A. Watkins
chosen trustee, the following property, to-wit: all that
certain tracts of land or lots of land lying and
being at or near the village of Cornville in the
said County of Isle of Wight in the State of Virginia
one lot known as the Butler lot said to con-
tain $\frac{1}{4}$ acre more or less and is the same lot
formerly belonging to John A. Litchie dec'd. and
is the lot now occupied by A. T. Byrd and
family bounded by the County road, the S. &
R. Railroad Company and the lands of O. P. Ely
formerly Edwards Bowles and another
lot now occupied by L. W. Daugherty as a
stone house and is bounded by the lands of
Mrs T. R. Hallam, O. P. Ely & S. & R. Railroad Com-
pany - this being the lot claimed to said S. J. Wyatt
by her ^{lot} husband, William Wyatt.

IN TRUST to secure to *Henry Pruden*
of the *County of Isle of Wight*
State of Virginia the payment of the sum of \$500 ⁰⁰

evidenced by

a bond for five hundred dollars, made and executed
by *L. W. Daughtry, S. Eva Daughtry and S. J. Watt*
dated October 31st 1887 payable on demand to said
Henry Pruden with interest from date till
paid

And it is covenanted and agreed that in case of default in the payment of ~~any~~ the *bond or debt*
aforesaid then sale shall be made at the request of any one or more of the beneficiaries, his representatives or
assigns and that said sale shall be made after advertizing the time, place and terms thereof for *Thirty*
days, for cash, and after paying expenses of this trust including a commission of five per cent. to the said
trustee and including as well the cost of drawing and recording this deed, then to discharge the amount of
principal and interest and legal charges of the debts or debt aforesaid, "when there are more than one note
or bond, one or more of which is not due, the said trustee may sell on credits so as to meet said demands
when due, or may pay off those not due as he may deem best, and pay the residue, if any, as the law directs.

It is also covenanted and agreed that this Deed of Trust shall secure any *bond or note*
given in renewal or in extenuation or curtail of the afore mentioned.

The said parties of the first part agrees to pay all taxes, levies, assessments, dues and charges
upon the said property so long as ~~the~~ *they* or ~~their~~ *theirs* shall hold the same, and to keep the buildings on said
property insured for a reasonable amount for the benefit of said *Henry Pruden*
, and should the said party of the first part fail to keep said property insured
then in that event the said *Henry Pruden* shall insure the
same and make the premiums a charge on said property in this deed conveyed.

In case a release deed is given it shall be at the cost of the party of the first part.

In all other respects this deed shall be executed according to law governing trust sales.

WITNESS the following signatures and seal ^s :

L. W. Daughtry
S. Eva Daughtry
S. J. Watt

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF VIRGINIA,
COUNTY OF ISLE OF WIGHT. } To wit:

I, *W. S. Hallam*, a Notary Public in and for the county aforesaid,
in the State of Virginia, do certify that *S. Eva Daughtry*, the wife
of *L. W. Daughtry*, whose names are signed to the writing above,
bearing date the *31st* day of *October*, 188*7*, personally appeared before me
in the county aforesaid, and being duly examined by me privily and apart from her husband, and having the
writing aforesaid fully explained to her, she, the said *S. Eva Daughtry*,
acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does
not wish to retract it.

Given under my hand this *31st* day of *October*, 188*7*.

W. S. Hallam NOTARY PUBLIC.

STATE OF VIRGINIA,
COUNTY OF ISLE OF WIGHT. } To wit:

I, *W. S. Hallam*, a Notary Public in and for the said county, in the
State of Virginia, do certify that *L. W. Daughtry & S. J. Wyatt*, whose names ^{are} signed
to the writing above, bearing date the *31st* day of *October*, 188*7*, have ac-
knowledged the same before me in the county aforesaid.

Given under my hand this *31st* day of *October*, 188*7*.

W. S. Hallam NOTARY PUBLIC.

In the Clerk's Office of the County Court of Isle of
Wight County, the 7th day of November 1887.
This deed of Trust, was received and admitted
to record with annexed Certificates of W. S.
Hallam a Notary Public.

Teste: *A. P. Young* att.
by G. M. Coon D.C.

L. W. Gayley & others

TO { DEED OF TRUST.

E. A. Watkins Trust
for Henry Watkins
ADMITTED TO RECORD

Nov. 7th 1887

Deed Book No. 57.

Page, 366.

G. M. Cooke
Deputy Clerk.

Tax, \$ 1.00

Fee, \$ 1.25

Total Tax and Fee, . \$ 2.25

PAID,

G. M. Cooke
Clerk.

*

This Deed, made this 16th day of February 1891, between S. W. Daugherty & S. Eva Daugherty his wife of the first part, and T. H. Barnes chosen trustee for the purposes herein named, of the second part: Witnesseth, that the said party of the first part doth grant with general warranty unto the party of the second part, all of that certain tract, part or parcel of land, situated in Isle of Wight County, in the state of Virginia, containing about thirty six (36) acres, bounded as follows, beginning fifty two and one half feet from south east corner of lot of Mrs. S. H. Howell, and running thence east along County road to run in branch & land of R. D. Carson; thence north along run in branch and land of said Carson to run in swamp; thence west along said run in swamp and land of C. H. Bowden et al; to land of J. B. Bradshaw; thence south along said land to land of Mrs. E. A. Whithead; thence east along said land and land of Mrs. S. H. Howell to a point fifty two and one half feet beyond said land; thence four hundred and twenty feet south to starting point. In trust to secure S. H. Morgan the payment of the sum of six hundred and fifty dollars, as per note given bearing date the 16th of February 1891, and ordained, and it is covenanted and agreed

that in case of a sale of said land the same shall be made after first advertising the time, place & terms thereof for at least ten days and upon such terms as the said trustee shall decide, and after paying expenses of executing this trust, if there unpaid, including a commission of five per cent to said trustee then to discharge the amount of money principal and interest then due and unpaid, of the said debt, and the residue, if any, pay as the law directs. It is also covenanted and agreed that this deed of trust shall secure any note given in removal or curtail of the before mentioned note. In all other respects this deed shall be executed according to the law governing trust sales.

And the party of the first part covenants to keep the buildings on the said lot secured for at least twelve hundred dollars for the benefit of said H. A. Morgan, and sale shall be made in case of default in payment as aforesaid.

Witness the following signatures & seals,

A. W. Daugherty (Seal)

S. E. Daugherty (Seal)

State of Virginia,

Shire of Wight County, - -

J. F. Ely, a justice of the peace in

and for the county of Isle of Wight,
aforesaid, do certify that S. W. Daughtry
and S. Eva Daughtry his wife whose names
are signed to the above and annexed
deed bearing date Feby. 16. 1891, each
personally appeared before me in
my county and acknowledged the
same.

Given under my hand and seal
this, the 20. day of Feby. 1891,
J. D. Elzey Jp. (seal)

In the clerk's office of the county
court of Isle of Wight county, the
20th day of February 1891, this
deed of trust was received, and
with the certificate hereon, ad-
mitted to record.

Teste, N. O. Young clk.
Recd. Teste, N. O. Young clk.

Rosea baccata,

w. 3 in. deep.
3'

Macgillivray's cond. stat.

~~~~~

Eyeb. "Σ" filled  
with the bill.

//

THIS DEED, made this <sup>31<sup>st</sup></sup> day of October, in the year 1884, between  
S. W. Daughtrey, S. Eva Daughtrey his wife, and S. J.  
Wyatt of the County of Isle of Wight and  
in the State of Virginia, part <sup>is</sup> of the first part; and E. A. Watkins  
of the said county & state  
part <sup>y</sup> of the second part chosen trustee, Witnesseth: that the said  
part <sup>is</sup> of the first part do grant with general warranty unto said E. A. Watkins  
, chosen trustee, the following property, to-wit: all the

certain tract of land or lots of land lying and  
being at or near the village of Carrollville in  
the said county of Isle of Wight and state of  
Virginia, one lot known as the Butler lot  
said to contain  $\frac{1}{4}$  acre, more or less, and  
is the same lot formerly belonging to John  
A. Cutcher deceased, and is the lot now  
occupied by A. T. Byrd's family; bounded  
by the County road, the S. & R. Rail-  
road company, the land of O. P. Eley,  
formerly Edward Rawls. And another  
lot now occupied by S. W. Daughtrey  
as a store house, and is bounded by  
Mr. J. V. Holland, O. P. Eley & S. & R. railroad  
company, this being the lot devised to  
said S. J. Wyatt by her late husband S.  
Wyatt

**IN TRUST**

to secure to

of the

State of Virginia the payment of the sum of \$ 500.<sup>00</sup>

evidenced by

*Harry Pruden*  
*county clerk of the*  
a bond for five hundred dollars made  
and executed by *S. W. Daughtry, S. Eva*  
*Daughtry & S. J. Wyatt*, dated October 31<sup>st</sup>  
1887, payable on demand to said *Harry*  
*Pruden* with interest from date till paid

And it is covenanted and agreed that in case of default in the payment of any of the *bond or debt*  
aforesaid then sale shall be made at the request of any one or more of the beneficiaries, his representatives or  
assigns and that said sale shall be made after advertizing the time, place and terms thereof for *thirty*  
days, for cash, and after paying expenses of this trust including a commission of five per cent. to the said  
trustee and including as well the cost of drawing and recording this deed, then to discharge the amount of  
principal and interest and legal charges of the debts or debt aforesaid, when there are more than one note  
or bond, one or more of which is not due, the said trustee may sell on credits so as to meet said demands  
when due, or may pay off those not due as he may deem best, and pay the residue, if any, as the law directs.

It is also covenanted and agreed that this Deed of Trust shall secure any *bond or*  
*note* given in renewal or in extenuation or curtail of the afore mentioned.

The said part *in* of the first part agrees to pay all taxes, levies, assessments, dues and charges  
upon the said property so long as *he* ~~or his~~ <sup>his</sup> heirs shall hold the same, and to keep the buildings on said  
property insured for a reasonable amount for the benefit of said *Harry Pruden*  
, and should the said party of the first part fail to keep said property insured  
then in that event the said *Harry Pruden* shall insure the  
same and make the premiums a charge on said property in this deed conveyed.

In case a release deed is given it shall be at the cost of the party of the first part.

In all other respects this deed shall be executed according to law governing trust sales.

WITNESS the following signature and seal :

*S. W. Daughtry* (SEAL.)  
*S. Eva Daughtry* (SEAL.)  
*S. J. Wyatt* (SEAL.)

STATE OF VIRGINIA,  
COUNTY OF ISLE OF WIGHT. } To wit :

I, *W. S. Holland*, a Notary Public in and for the county aforesaid,  
in the State of Virginia, do certify that *S. Eva Daughlrey*, the wife  
of *A. W. Daughlrey*, whose names are signed to the writing above,  
bearing date the *31<sup>st</sup>* day of *October*, 188*7*, personally appeared before me  
in the county aforesaid, and being duly examined by me privily and apart from her husband, and having the  
writing aforesaid fully explained to her, she, the said *S. Eva Daughlrey*,  
acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does  
not wish to retract it.

Given under my hand this *31<sup>st</sup>* day of *Octo.*, 188*7*.

*W. S. Holland*

NOTARY PUBLIC.

STATE OF VIRGINIA,  
COUNTY OF ISLE OF WIGHT. } To wit :

I, *W. S. Holland*, a Notary Public in and for the said county, in the  
State of Virginia, do certify that *A. W. Daughlrey & J. F. Wynn*, whose name is signed  
to the writing above, bearing date the *31.* day of *Octo.*, 188*7*, have ac-  
knowledged the same before me in the county aforesaid.

Given under my hand this *31.* day of *Octo.*, 188*7*.

*W. S. Holland*

NOTARY PUBLIC.

*In the Clerk's office of the County Court of  
Isle of Wight county the 7th day of Nov.,  
1887, this deed of trust was received  
and admitted to record on certificate  
of W. S. Holland a Notary Public*

*Teste, J. P. Young clk.  
C. G. M. Cooke R. C.*

*A copy.*

*Teste, J. P. Young clk.*

TO { DEED OF TRUST.

ADMITTED TO RECORD

188

Deed Book No. \_\_\_\_\_

Page, \_\_\_\_\_

Clerk.

Tax, . . . . \$ \_\_\_\_\_

Fee, . . . . \$ \_\_\_\_\_

Total Tax and Fee, . \$ \_\_\_\_\_

PAID,

Clerk.

Rosebarn Co.

or, 3rd day

Daughtrey's adm.  
et al.

Expt. "D." filed  
with the bill.

This Deed made this 3<sup>d</sup> day of March in the year 1886, between Leonidas W. Daughtry party of the first part, and Thomas H. Barnes, trustee, party of the second part: Witnesseth, that the said Leonidas W. Daughtry, party of the first part, doth grant unto the said Thomas H. Barnes, party of the second part, all that certain lot or parcel of land with the improvements thereon, lying & being in the County of De Kalb, and in the village of Canville, containing about one fourth of an acre, as now enclosed, situated at the north East corner of the S. & B. Railroad and the County Road leading to Holland's corner; bounded on the west by the S. & B. Railroad, on the south by the said County road, and on north & east by the land which now or formerly belonged to Edward Rawls, and is the same land which was conveyed to the late John A. Cutchin by W. A. Butler & wife, and is the same which was this day conveyed to the said party of the first part, by Solomon Cutchin and Robert Rawls, executors of John A. Cutchin deceased; the object of this deed is to secure the unpaid purchase money for said land. In trust to secure to Solomon Cutchin and Robert Rawls, executors of John A. Cutchin deceased the payment of the sum of four hundred and thirty one dollars and twenty five cents, with interest from date, evidenced by the promissory notes of even date herewith

drawn by the said Leonidas P. Daughtory  
in favor of Solomon Cutcher & Robert Rawls  
execution, payable on & two years after date  
with interest from date, and each for the  
sum of \$215. <sup>62 1/2</sup>. In the event that default  
shall be made in the payment of either  
of the aforesaid notes as the same become  
due and payable, then the said trustee, on  
being required so to do by the said Solomon  
Cutcher & Robert Rawls, their executors,  
administrators or assigns, shall proceed to  
sell the property hereby conveyed, and in  
the case of a sale, it is covenanted and  
agreed between the parties aforesaid that  
the same shall be made after first ad-  
vertising the time, place & terms of sale  
in some newspaper published in the  
town of Suffolk or village of Franklin,  
once a week for four weeks, and upon the  
following terms, to wit: Cash as to so much of the  
proceeds as may be necessary to defray the ex-  
penses of this trust, and to pay the amount  
of money due upon the said notes; and if  
at the time of said sale either of the said notes  
shall not have become due, so much of the  
residue as may be necessary to pay off said  
note shall be made payable at such times  
as the said note shall become due, and  
shall be properly secured by deed of trust

And if then there be any residue after the payment of said notes and the expenses of this trust, the same shall be made payable at such time and secured in such manner as the said party of the first part, his executors, administrators, or assigns shall prescribe or direct, and in the event of his or their failure so to direct, upon such terms and in such manner as the said trustee may think fit. The said party of the first part covenants to pay all taxes upon the said property so long as he or his heirs or assigns shall hold the same. And if no default be made in the payment of said notes, then upon request of the said party of the first part, a good and sufficient writ of release shall be executed to him at his own cost and charges.

Witness the following signature and seal.

Samuel A. Daughtrey (seal)

State of Virginia,

County of Fauquier, To wit:

I, J. K. P. Daughtrey, a Notary Public in and for the County aforesaid, in the State of Virginia, do certify that Samuel A. Daughtrey whose name is signed to the writing above bearing date on the 3<sup>d</sup> day of March 1886, has acknowledged the same before me in my County aforesaid. Given under my hand this 10<sup>th</sup> day of March 1886.

James K. P. Daughtrey Notary Public

In the Clerk's office of the County Court of  
Isle of Wight County, the 3<sup>d</sup> day of May 1886,  
this deed of trust was admitted to record, on  
the certificate annexed, of J. N. P. Daughton,  
a Notary Public.

Teste, J. P. Young clk  
atcopy.

Teste, J. P. Young clk

Rosebarnes & Co.

W. J. Daughton,

Daughton's adm.  
et al.

"L" filed  
with bid.

Exhibit "B"

\$200.<sup>00</sup>

Franklin, Va., Aug 29<sup>th</sup> 1891

Sixty days after date, for value received I promise to pay to the  
Order of J. C. Parker Atty \_\_\_\_\_ without offset,  
Two Hundred and no/100 \_\_\_\_\_ DOLLARS,  
payable and negotiable at VAUGHAN & CO.'S BANK, Franklin, Va.

The maker and endorser each hereby waive the benefit of the Homestead Exemption as to  
this debt, evidenced by this Note.

Credit the Maker.

L. W. Baughtry

A Copy

Date

No.

Pay to M. Rosenbaum  
Do. or order

J. C. Perkins, atty

In the County Court of Sal. of Wright  
County, Octo. 5<sup>th</sup> 1891.

On the motion of J. P. Eley who  
made oath, and together with J. D. Secciden,  
E. D. Daugherty & Reddick Daugherty  
his securities, who justified entered into  
and acknowledged bond in the  
penalty of \$3000.<sup>00</sup> with condition  
according to law, certificate of  
administration is granted herein  
the estate of Leonidas W. Daugherty  
Dec. according to law.

Attest,

J. P. Young clk.

Rosenbaum & Co

20, 3/3 Chg,

Daughters' adv. 13

20/57. A. filed  
with Bill

COURTS:  
Isle of Wight, Nansemond  
and Southampton.

LAW OFFICE OF  
W. S. HOLLAND.

*Windsor Station, Va., April 13th 1894*

Mr. N. P. Young,

Dear Sir,

Enclosed please find a deed of trust and a check to pay for recording the same.

The balance in my hands as special commissioner in the Rosenbaum- Daughtrey case is \$527.53 and the amount Eley placed in the bank to my credit and which I am going to have placed to his credit as administrator is \$938.90. Last fall or this winter I paid Mr. Branch and Mr. Batten both something like \$75 in fees and the same were misplaced so that I have never been able to find them. I feel sure some of them were fees in this matter, but cannot say what amount so I have not attempte to deduct them from the amount as stated above in my hands. I mention this so that in making your account you may consider that all the costs except that reported by me as <sup>paid</sup> marked on the copy of the decree filed in the papers will have to come out of the amount in my hands or that of Eley. I hope this may furnish you the desiredd information. If there is any other thing you wqnt me to report now please let me hear.

Yours Very Truly,

W. S. Holland

MEMO:

OFFICE OF

COURTS:

IN RE.....

J. C. PARKER,

SOUTHAMPTON,

VS.

ATTORNEY-AT-LAW.

ISLE OF WIGHT, NANSEMOND,  
AND ADJOINING COUNTIES.

Franklin, Va., March 10th, 1894.

Dear Mr. Young:-

I herewith enclose you a brief argument that I had prepared at the last term of the court to present to Judge Hill on the question of Homestead involved in the Daughtry case. I send it to you to give you my views on the subject. I think you will find the decisions I refer to, if you can get to them, will fully sustain my position. Hoping that you may decide to pay the Homestead waiver creditors in full so far as the assets will go, I remain,

Yours very truly,

*J. C. Parker*

POSTAL CARD ONE CENT.

United States of America

THIS SIDE IS FOR ADDRESS ONLY.

ANKIN  
MAR 12

VA.



1782.62  
955.38  
2747.98

34  
35  
45  
11

Mr. W. J. Young, Com.  
Isle of Wight Co. Va.

26  
33  
38  
33  
29

2938.38  
1156.74  
1781.64

Dear Sir:

I expected to come to Cambridge  
on Monday last but was dis-  
appointed. I will meet you in  
a day or two my argument  
as to how the funds in the  
daughter's estate should be distrib-  
uted. Please don't close the account  
until you hear from me.

Franklin, Va.

Mich. 7/94

Yours truly,

J. C. Porter

COURTS:

Isle of Wight, Nansemond,  
and Southampton.

OFFICE OF

W. S. HOLLAND,

Attorney at Law and Commissioner in Chancery,

Windsor Station, Va, Oct. 9 - 90

Mr. A. P. Young

Dear Sir,

Yours to Land and replying beg to say  
that I will come to office as soon as I can. I  
have to go to Nansemond Cir. Court on Wednesday  
where I am associated in three bitterly contested  
cases and if tried will take several days at best.  
I will be able to come in time I trust.

Yours very Truly

W. S. Holland

P.S. Enclosed please find one of the replies I told you  
were lost.

W. S. H.

Geo. R. Alkison  
Smithfield Va.



J P Young Esq

Isle of Wight  
Virginia



Office of  
County Judge of Isle of Wight,

Geo. R. Atkinson, Attorney-at-Law.

Smithfield, Va. Oct 4,

1894

N P Young Esq Barr

Dear Sir

I am under to mail my ~~letter~~ and the  
state ment to you to night as I promised I had to  
write very hurriedly and we think <sup>high</sup> I am I suspect  
I was not sufficiently explicit in stating my how dis-  
inclined should be made in the Daughtry case,  
The proper way I think is this, If the proceeds of  
sales of the stock of goods are not liable for home-  
stead, (and I have no doubt <sup>that they are not</sup> ~~that~~ as I understand the  
facts) distribute them entirely among all the credi-  
tors; then ascertain the pro rata share of all the  
creditors in the residue of the estate pay the credi-  
tors with or without their pro rata and in next the  
pro rata shares of the creditors without ~~without~~  
unless for the benefit of the homestead claimants  
If the proceeds of sales of the goods are liable for the

household then ascertain the proportion shares of  
all the creditors ~~is~~ all the debts, pay the creditors  
with reserve their shares and invest the residue, that  
is, the shares of the creditors without reserve for the  
benefit of the household elements. I will try to  
send you 33 Guineas or buy it. It is positive and  
explicit if the amount of sales of goods can be ascer-  
tained and I think it should appear in the account of  
sales and also in the widow's account, and have no  
doubt it does

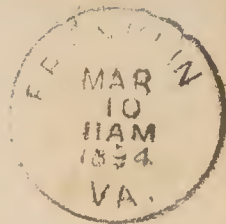
Yours Truly  
Geo R Atkinson

DELIVERED IN 5 DAYS RETURN TO

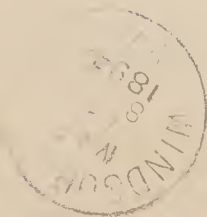
J. C. PARKER

ATTORNEY-AT-LAW,

FRANKLIN, VA.



Mr. N. P. Young Esq.,  
Isle of Wight Co. Va.  
Va.







These and every Daughtery and  
Mr. Wyatt also, report that  
under the opinion of court.  
it would be proper to sell the  
debt as Wyatt was only surety for it.  
if so, the surplus would belong  
to the estate.

Rosenbaum &c.

vs.

L.W. Daughtery admr. et. al.

Here report as to liens  
on the land embraced in the <sup>d</sup> deed of  
trust to E.A. Watkins trustee for the benefit  
of Henry Pruden, also which of the lots  
therein embraced should be first ex-  
posed to sale by the trustee when he  
sells.

Report especially as the rights of waiver  
debts.

The <sup>note</sup> bond of A.S. Johnson, endorsed  
by J.W. Johnson, L.W. Daughtery and paid  
over to E. Rowles, it is submitted is not  
a valid claim against the estate.

Here take evidence and report as  
to the propriety and wisdom of a sale  
on credits of the property embraced in  
the deeds of trust, or of such portion  
of proceeds of sale, in excess of debts  
costs &c. thereon secured

Holland

Sum

See Mr. Holland  
as to the debt  
due from him  
as to value of stock  
for