

1908-004

Chaucery Causeis.

Isle of Wight County

Joseph H. Duck, Irvin W. Duck & J.
val

J. Duck vs A. H. Ashbourn

Folded

Other surnames: Bittle,
Abbit, Pierce, Carr, Watkins,
Chapman, Holland, Lassiter,
Brockwell, White

An injunction is granted in accordance with the prayer of this bill, restraining the defendants A. H. Ashburn and R. L. Ashburn their agents and attorneys from assigning, transferring or otherwise disposing of the bonds and notes in the bill and exhibits mentioned and restraining them from collecting any rents or profits now due or hereafter to become due arising from the lands in the bill and proceedings mentioned and restraining the defendants, W. A. Buttle, Franklin Pierce R. A. Chapman and E. J. Chapman B. A. P. Abbott their agents and attorneys from paying to said A. H. or R. L. Ashburn their agents and attorneys any of the rents and profits arising from said real or personal property in the bill mentioned and from paying to said A. H. Ashburn any other debts and money due to him or which may hereafter be due on account of said notes and bonds in said deeds of trust mentioned or otherwise, and restraining said R. L. Ashburn trustee and S. J. Cox Trustee from proceeding to execute the deeds in which

Final decree
June 1, 1968

Duckitt, et al.

vs

Asheburn A.H. et al.

Complaint into Bill

Octo. 25th 1886. Court for the
Bill R. filed.
Bond executed
to Sheriff with
injunction
issued.

Nov. Dec. 1886. Deeds
exd. & de sur. act.

Dec. Dec. 1886. Bill
taken for conf. &
set for hearing.

Black land under

Sett. of land. by

Dec. 1887. De. for staff
to carry out

Nov 2, 1889
selling aside clerk
sold to sell re.

April 1893
comp. act. make deed

they are named as trustee, but before
this injunction shall take effect the said
Joseph H. Duck or some one for him
shall enter into and acknowledge
a bond, ^{with good security} in the penalty of \$1000
before the clerk of the circuit court
for the county of Isle of Wight in the
State of Virginia, conditioned to pay all
costs and damages which ^{may} be award-
ed to any one, or more of said defen-
dants and against said J. H. Duck on
account of or by reason of this injunction.
Given under my hand this 25th day
of October A.D. 1886

the 1st

A. S. Young comm.
in Chancery

[illegible]

The joint and several answer of
E. J. Chapman and Rebecca J. Chapman
his wife to the bill of J. H. Duck
J. H. Duck and J. J. Duck filed in
the Circuit Court of the State of North
Carolina against these defendants and
others:

These respondents reserving to themselves
the benefit of all just exceptions to
the said bill, for answer thereto or
to so much thereof as they are
advised it is material for them
to answer, answering say:

That it is not true that on the
19. day of October 1885 A. H. Ashburn
was largely indebted to the complain-
ants or to others in so much as to
be insolvent as the complainants in
their bill have alleged; on the con-
trary thereof these respondents allege
that it was not until twelve months
thereafter that he became insolvent.

That it is not true that the deed
from A. H. Ashburn to R. L. Ashburn dated
19. day of October 1885, was never delivered
to said R. L. Ashburn by A. H. Ashburn
or by any body else; that it is not

true that the said deed was made to hinder delay or defraud the complainants or other creditors, on the contrary thereof these respondents aver that A. H. Ashburn held the legal title to the said property merely as a trustee for the sole use and benefit of respondent Rebecca A. ~~Ashburn~~ Chapman, that said Ashburn never had or claimed any beneficial interest whatever in the real or personal property conveyed by the said deed, and that the said R. L. Ashburn has never had or claimed any beneficial interest whatever in the said property but holds the legal title to the same merely as a trustee for the sole use and benefit of respondent Rebecca A. Chapman, and the purpose and intent of said conveyance was to protect the equitable interest and title of the said Rebecca A. Chapman and was executed with no other intent or purpose whatsoever. That it would be unjust and contrary to the principles of equity to subject the property of respondent Rebecca A. Chapman to the debts of A. H. Ashburn for which she is not in any way responsible.

either at law or in equity. -

E. J. Chapman
Rebecca A. Chapman.
by Counsel.

Robt. S. Plunkett ~~per~~
20. Octo. 1887

Not sworn to because the bill expressly
waives answers on oath. -

Answer of
E. Rebecca Chapman
to Bill of

Duck & others

"

Ashburn &c -

"
Signed in ckr. office
20. Apr. 1887.

"

Ashburn, this Respondent says that long before said Deed was made, Mrs Rebecca Chapman conveyed to this Respondent, the tract of land mentioned, for some purpose best known to herself, but this Respondent never paid anything as a consideration therefor. Mrs Chapman never consulted this respondent about making said Deed. Some time thereafter he discovered there was a Deed of Trust on the land older than the Deed to this Respondent. Under said Deed of Trust the land was advertised for sale, and this Respondent arranged with one Robert H. Ashburn to take up the bonds secured by said Deed of Trust, and he holds them to this day. Having paid nothing for said land, which was the ^{separate} ~~exclusive~~ property of Mrs Chapman, and fearing the same might in some way become involved in consequence of the Deed made to him, this Respondent conveyed the same to R. L. Ashburn, who is a nephew of Mrs Chapman, with the understanding that he should hold the same for her benefit, and convey it when so soon as the debt secured by the Deed of Trust and due to Robert H. Ashburn, should be paid off. There could possibly have been no fraud upon the complainants, in the transaction, as the complain-

and Jos. H. Duck, knew of the transaction that
this Respondent had paid nothing therefor, and
W. S. Hallard, his attorney, was the attorney
who suggested the arrangement, as this Respon-
dent truly believes. And said Deed was made
by this Respondent, in order to secure to Mrs
Chapman that which belonged to her, & said
Deed was delivered to said R. L. Ashburn who
fully understood and agreed to the purposes
thereof and stands ready to execute the same.
And the charge of fraud in the execution of
said Deed, contained in said Complainant's
Bill, this Respondent denies & repudiates.

And this Respondent further says that before
the notice of injunction awarded the complain-
ants was served upon him, he had assigned all
the bonds taken in payment for the several
lots of land conveyed by him and had put
the grantees in said Deeds in possession of
the same; so that this Respondent could not
obey the said Order to that extent.

And having fully answered the complain-
ant's said Bill, and denying all fraud, con-
spiracy and combination alleged in said
Bill, this Respondent prays that the said
injunction may be dissolved, and to
be hence dismissed with his reasons.

able costs by him in this behalf expended, and he will ever pray &c.

A. H. Auburn

Subscribed and sworn to before me this 17th
day of June 1887. in the County of Nassau and,
Jno. H. Wright N.P.

5 Wright
p. d.

Duch & als.

vs } In Chancery

Ashburn & als

Answer of
A. H. Ashburn.

Filed 18. May 1887.

Duck & als
vs } In Chancery.
Ashburn & als

In the Circuit Court of Isle of Wight Co. Va.
The answer of A. H. Ashburn, to a Bill in
Chancery Exhibited against himself & others
in the said Court, by J. H. Duck & others.

This Respondent, now and at all times here-
after, saving and reserving unto himself
all benefit and advantage of Exception which
can or may be had or taken to the many
errors, uncertainties and other imperfec-
tions in the said Bill of Complaint con-
tained, for answer thereto, ^{or} to so much or
such parts thereof as this Respondent is ad-
vised, it is material or necessary for him
to answer, this Respondent answering
says:

This Respondent does not deny that he Ex-
ecuted his bond to J. H. Duck and J. J. Duck
for the sum of \$2807⁵⁰, and that said bond
is evidence of a bona fide debt, or that he
promised to Execute a Deed of Trust on Real
Estate to secure the same, which Deed of Trust
has been Executed and accepted by them, but
this Respondent utterly denies that, in the sense
claimed in said Bill of Complaint, he promised
to Execute a Deed of Trust "Conveying all the

right, title and interest in and to all the Real Estate he had in the world, to secure said Debt." On the contrary, when said Deed was made and before, allusion was made to the several tracts numbered (1) (2) & (3) in said Bill of Complaint, and the Plaintiffs, long before that time knew that this Respondent did not intend to include them in said Deed; that said J. W. Deuch is himself trustee in a Deed of Trust made by this respondent on the tract occupied by W. H. Smith, that the lot adjacent to the Christian Church has for some time been subject to a Deed of Trust for the benefit of Lassiter & Brockwell, and Wm. F. Holland, the Attorney for Complainants in said Bill, ~~was to said Deed and~~ is the trustee therein; and for reasons assigned at the time, this respondent excluded said tracts from said Deed & the complainants made no objection thereto. That said Deed of Trust made for the benefit of Complainants, was a voluntary act on the part of this respondent, and included more property than said Complainants expected. That the indebtedness of this respondent was originally to J. W. Deuch, who afterwards conveyed all his property to said J. W. and J. J. Deuch, and included this debt in his conveyance. But

1
this Respondent owed other debts besides that to J. H. Duch, and did convey his interest in the said tract of land named, in order to pay other creditors a part of what was due them. The interest of this Respondent in the Male and Female Academy and lot at Windsor was sold to Franklin Pierce, a deed made wherein therefor, his bond executed for the whole of the purchase money and secured by deed of Trust on said interest. The lot adjacent to the "Christian Church" in Windsor was sold, to enable this Respondent to make a payment to another creditor, and the tract of land on which W. H. Buttle resides was in like manner and for a like purpose, sold to said W. H. Buttle, subject to the deed of Trust existing thereon at the time.

That as to the judgments named in said Bill of Complaint, as obtained at the last term of this Court, this Respondent knows nothing except as to the judgment for \$300⁰⁰, which was against one M. L. Watkins as principal and this Respondent as surety. If said complainants have ever obtained any judgment for \$287⁵⁰ this Respondent knows nothing of it and never had notice of any such suit. The debt mentioned in the deed of Trust made by this Respondent, for the

benefit of complainants includes all his indebtedness to them, as principal obligor, and other judgment against him as principal debtor is fraudulent. And this respondent utterly denies the allegations of said Bill of Complaint, that the Deeds made by him on the 14th and 18th days of October 1886, were made with any fraudulent intent, or to hinder and delay the complainants. On the contrary, all of said deeds were made for valid consideration, and the proceeds of said property have been used in paying other debts due by this respondent of as much dignity as the debt and the Complainants, ^{or were so used before said judgments were obtained} that all of said parties knew of the Execution of the Deeds to them respectively, and accepted the same, and there was no fraudulent design on their part in doing so; that said parties were not then, and so far as this respondent knows, are not now insolvent; but even if they were the purchase money for said lots of land was secured by Deeds of Trust upon the property conveyed to each respectively; and all of said bonds were executed with the determination on the part of the makers to pay them.

With reference to the Deed made by this Respondent on the 19th day of October 1885, to R.L.

Duch & others
vs } In Chancery -
Ashburn & others

In the Circuit Court of Isle of
Wight Co. Va.

The answer of W. H. Battle, to a Bill
in Chancery Exhibited against himself and others
in the Circuit Court of Isle of Wight Co. Va. by J. W.
Duch & others:

This respondent, now and at all times
hereafter saving and reserving to himself all ben-
efit and advantage of Exceptions which can or
may be had or taken to the many errors, uncer-
tainties and other imperfections in the Complaints
said Bill contained, for answer thereto or to so
much or such parts thereof as he is advised it is
material or necessary for him to answer, reser-
ving, Says:

It is true, as alleged in said Bill that A. H.
Ashburn did convey to this respondent a certain
tract of land near Windsor, subject to a deed of
Trust then Existing upon the said land. But it is
not true that the Deed therefor was not delivered
to this Respondent. This respondent did accept the
conveyance as made and Execute his bond for
the unpaid purchase money securing the same
by a Deed of Trust on said land, and Expects to pay
said bond and release the said land. He made

said purchase in perfect good faith, and denies all
conspiracy, combination and confederacy as charged
in said Bill, and denies that he is "absolutely insolvent"
as charged therein. This respondent had no reason to
doubt and does not now doubt the good faith of A. B.
Ashburn in said transaction.

And having fully answered said Bill, this respondent
asks to have the Disjunction awarded in said suit dis-
solved, and prays to be hence dismissed with his
costs in this behalf Expended, & he will ever pray.

Memps

William ^{his} N. Bidder
Hunt

W. W. Jayner

Subscribed and Sworn to before me this 25th day
of June 1887.

Bry. C. Roberts J. P.

Duch & als
vs } Dr Chancery -
Ashburn & als

Answer of

W. N. Bidder.

Filed 20th June 1887
J. C. Roberts

Duch & als

vs } In Chancery.

Ashburn & als

In the Circuit Court of the
Wright Co Va.

as Trustee in his own right
The answer of R. L. Ashburn to a
Bill in Chancery Exhibited against himself
and others in the said Court, by J. W. Dech & others:

This respondent now and at all times here-
after saving and reserving to himself all bene-
fit and advantage of Exception which ever or
may be had or taken to the many errors, uncer-
tainities and other imperfections contained in
the Complainants' said Bill, for answer thereto
or to so much or such parts thereof as he is ad-
vised it is material or necessary for him to
answer, answering says:

This respondent utterly
denies every charge and allegation of fraud, conspi-
racy, combination and confederacy as charged against
him in the said Bill. He denies that he "knew and
participated in" any fraudulent "designs, intents
and objects of A. H. Ashburn", or that any such Exis-
ted on the part of said Ashburn. All the acts of this
respondent in connection with the conveyance for
his benefit were done in good faith, and with no
purpose to hinder, delay or defraud anyone. It
is true this respondent is a son of A. H. Ashburn

but he has yet to learn that business relations or transactions between father and son are fraudulent because of the relationship between the parties.

The Deed from A. H. Ashburn to this respondent recode on the 19th day of October 1885, was delivered to this respondent and accepted by him with the understanding that he should hold the same for the benefit of his Aunt Mrs Rebecca Chapman, and if the land, ^{or other property} conveyed, should be sold under the Deed of Trust then and from existing upon the property, the surplus arising from such sale, if any, should be paid to this respondent for her benefit; and if no sale should be made under the Deed of Trust, he should hold the title thereto and convey the same to Mrs Chapman. This respondent denies that in connection therewith any fraud was perpetrated upon the complainants, as he believes Mr J. W. Dech was fully cognizant of the transaction at the time it occurred, and Mr M. S. Hall and his attorney in this suit, advised the action taken in connection with said conveyance. The sole purpose was the protection of Mrs Chapman's rights in her separate Estate and no one suffered injury thereby, who is a complainant in this suit.

And having answered the complain-
ants' said Bill, this respondent prays
to be hence dismissed with his reason-
able costs by him in this behalf ex-
pended, and he will ever pray &c.

R. L. Ashburn
as Trustee & in his own right.

Subscribed and Sworn to before me
this 25th day of June 1887.

Berg. G. Roberts J.P.

Duch & als
vs } du Chaucey -
Ashburn & als ..

Answer of
R. L. Ashburn
in his own right & as trustee.
Recd. June 28th 1884.
H. Lodge D.

Duch & others

vs } In Chancery.

Ashburn & others

In the Circuit Court of Isle of
Wight County Va.

The answer of S. J. Carr Trust-
tee, to a Bill in Chancery Exhibited against
himself and others in the Circuit Court of
Isle of Wight Co, by S. H. Duch & others.

This respondent, now and at all times
hereafter saving and reserving to him-
self all benefit and advantage of Excep-
tion which Carr or may, he had or takes
to the many errors, uncertainties & other
imperfections contained in the Complai-
nants' said Bill, for answer thereto or to so
much and such facts thereof as he is ad-
vised it is material or necessary for him
to answer, answering, says:

This respon-
dent for himself denies utterly that he was
a party to any fraudulent transaction in
connection with any Deed to him as Trust-
tee, or that he had then or now has cause
to suspect any fraudulent purpose or in-
tent on the part of said A. H. Ashburn or any
other parties in the Execution of such Deed.
This respondent was only a Trustee in the

and derived no benefit whatever therefrom.
He knows nothing of the bona fides of the
debt secured thereby, and has no reason to
suspect that there was any thing fraudu-
lent connected with it.

And having fully answered he prays to
be hence dismissed with his reasonable
costs in this behalf expended and he
will ever pray &c.

J. Minus Carr

Subscribed and Sworn to before me
this 25th day of June 1887.

Bry. C. Roberts J. P.

Dick & others
vs } Dr Chancery,
Ashburn & others

Answer of
S. J. Carr, Trustee.

Read & signed
J. J. Carr June 25th 1887

The Bond required by the order of the
Judge in this case having been executed
and filed the Defendants A. H. Ashburn
and R. L. Ashburn their Agents and
Attorneys are restrained from assigning
transferring or otherwise disposing of the
Bonds and Notes in the Bill and exhibits
mentioned and restraining them from
collecting any rents or profits now due or
hereafter or hereafter to become due aris-
ing from the lands in the Bill & proceedings
mentioned and restraining the Defendants
W. W. Butler Franklin Pierce R. A. Chapman
and C. J. Chapman and C. A. P. Abbott
their Agents and Attorneys from paying
to said A. H. Ashburn or R. L. Ashburn their
Agents and Attorneys any of the rents
and profits arising from said real or personal
property in the Bill mentioned and from pay-
ing to said A. H. Ashburn any debts and
money due to him or which may hereafter be due
on account of said Notes & Bonds in
said order of Court mentioned or
otherwise and restraining said R. L. Ashburn
Trustee and S. J. Carr Trustee from proceeding
before the Courts in which they are
named as Trustees.

Test, J. S. Young clk.

Jos. H. Dickstals.

vs. { Seems to
{ answer Bill
{ with intention

A. H. Ashburn et al

To Nov. Rules 1886.

✓ Holland prop.

Entered by answering
to the written demand

A. H. Ashburn R. L. Ashburn
as Trust of J. Carr Trust

Franklin Pierce C. A. P.

Abbott R. A. Chapman

E. J. Chapman & W. M.

Bitte ask a true copy
of the written demand

Octo. 25th 1886.

R. A. Cairns Sff.

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON *A. H. Ashburn, C. A. P.*
Abbit, Franklin Pierce, W. H. Bitts, S. J. Carr
trustee, R. L. Ashburn, trustee, and in his own right,
R. A. Chapman and E. J. Chapman

to appear at the Clerk's Office of the Circuit Court of Isle of Wight county, at Rules to be holden for the
said Court, on the first Monday in *November* next, to answer *the Bill in Chancery*
of Joseph N. Duck, J. W. Duck and J. Duck

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

Witness, N. P. YOUNG, Clerk of our said Court, at the Courthouse, the *25th* day of *October*
188*6*, in the *111th* year of the Commonwealth.

N. P. Young clk.

The Commonwealth of Virginia,

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

WE COMMAND YOU, that you summon *Robt. W. Ashmun, Sr. & H. Pierce*

J. W. Duck ~~and~~ *Thomas J. Chapman and J. G. Con*
to appear at... *Windsor* at the *Windsor* in Isle of Wight County, Va., on the... *15th* day of

July.....1887, before... *R. T. Byrd*.....a Notary Public for the
said County, duly commissioned and qualified, to testify and the truth to speak on behalf of *J. J.*

Duck et al
in a matter of controversy pending in the *Circuit* Court of Isle of Wight County, of Virginia, between
the said *J. J. Duck et al*

~~complainants~~ plaintiffs and... *A. H. Ashmun et al*

~~complainants~~ defendants

And have then and there this writ.

Given under my hand this... *15th* day of... *July*.....1887.

A. T. Byrd

Notary Public.

Presented by delivering to the within named T. J. Chapman
a true Copy of the within Summons July 12th 1887.

R. A. Edwards Sff.

Presented by delivering to the within named Robert
W. Ashburn Dr. F. Pierce J. W. Duck & J. Carr each
a true Copy of the within Summons July 12th 1887.

A. B. Edwards not Sff.

For R. A. Edwards Sff.

Duck J. W. & Carr

3 Sffs

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Ashburn Dr. F. Pierce

The deposition of W. H. Bittle, taken before me, E. E. Holland, a Notary Public for the County of Harseman, pursuant to notice hereto annexed, to be read as evidence in behalf of A. N. Ashburn & others, Defendants in a Chancery Suit, depending and undetermined in the Circuit Court of Isle of Wight County, Va., wherein Duck & als are Plaintiffs and the said A. N. Ashburn & others are Defendants.

Present: W. S. Holland for Plaintiffs
Geo. H. Wright for Defendants.

W. H. Bittle, being first duly sworn deposes and says:

Q 1 What is your name, age, residence and occupation?

Ans W. H. Bittle - 46 years old, reside in Isle of Wight Co Va - occupation a farmer.

Q 2 Do you know the parties to this suit and are you one of the Defendants?

Ans I know the parties and am one of the Defendants.

Q 3 Among the Exhibits filed with the Bill in this suit, is a copy of a Deed from A. N. Ashburn to yourself; the Bill charges that

in taking a Deed for land sold to you, and executing a bond and Deed of Trust to secure the purchase money, you had no real intention to pay said bond or to own any of said real Estate; please state whether or not you are in possession of said land under the Deed given you, and whether or not you intend to pay the bond given for the purchase price?

Ans. Yes. I have but few words to say about it. I bought it, and when I bought it I expected to pay for it. If I had not I should not have bought it.

Q 4 To whom did you execute the bond for the purchase money?

Ans I give it to Mr A. N. Ashburn.

Q 5 Do you know where the bond is now?

Ans No Sir, I do not.

Cross examined.

Q 1 How much land did you buy?

Excepted to. Deed is best Evidence.

Ans I think Mr Ashburn said seventy-seven acres, more or less, but he did not know exactly how much there was.

Q 2 When did you buy that land?

Excepted to for same reason -

Ans I believe it was in October, but I am not certain as to date.

Q 3 Who was in possession of the land at the time and before you bought it?

Ans I was in possession, having rented it for 12 months, ending Jan 1st 1887.

Q 4 Did you pay rent for last year?

Ans I did.

Q 5- You have said in your Examination in chief that you executed a bond to Ben Ashburn, what bargain did you & Ben Ashburn make about where how that bond should be paid?

Ans I was to pay \$100⁰⁰ per year.

Q 6 How were you to pay it?

Ans I was to pay \$100⁰⁰ per year in the Fall season of the year.

Q 7 What part of the crop was Ben Ashburn to have every year until that bond was paid?

Ans He was to have one third and allow me market price for it, every year until the bond was paid.

Q 8 What was the amount of the bond?
Excepted to - Deed is best evidence.
Ans Five Hundred Dollars.

Q 9 And according to your bargain with Mr Ashburn you were to pay \$100⁰⁰ every year for five years? and nothing more?
Ans Of course I had to pay interest.

Q 10 ~~When~~ From what time were you to pay interest?
Ans From date of the bond.

Q 11 Then from the time you bought the land up to Christmas you were to pay interest and rent both on the same piece of land?
Ans. I paid my rent for last year, and the interest was to run from Jan 1st 1887.

Q 12 Who signed your Deed?
(Excepted to for inappreciability, as the witness should have explained when what Deed is referred to - the Deed of Bargain & sale or the Deed of Trust, and for the additional reason that the Deed itself is the best evidence)
Ans I can't read, and I don't remember any body Except Mr Carr & Mr Ashburn. The Deed was read to me.

Q 13 Is Mr Ashburn a married man?

Ans Yes,

Q 14 Did his wife Sign the Deed to you for the land you bought?

Excepted to.

Ans I don't recollect when Mr Ashburn read the Deed to me, whether he called her name or not. I suppose the Deed shows for itself.

Q 15 Did not you know that you could not get a good right to land belonging to a married man, without his wife joining in the Deed?

Ans Yes Sir,

Q 16 Here the Deed is shown for the witnesses and he is asked whether Mr A. H. Ashburn's wife joined in that Deed.

Ans She did not Sign it,

Q 17 Then you did not buy the land, at least you did not get a good right to it when you pretended to buy it?

Ans I thought I did Sir.

Q 18 How could you think you did when you knew she had not signed the Deed?

Ans I did not know at the time whether she

signed the deed or not.

Q 19 Did you ask Mr Ashburn or any one else whether she had signed the Deed, at the time?

Ans I did not.

Q 20 Did Mr A. H. Ashburn tell you that he was selling you a good right for the land, and that when you paid the five hundred dollars and all interest, the land would be yours?

Excepted to because irrelevant.

Ans No Sir, he did not tell me that.

Q 21 What did Mr Ashburn tell you about your getting a right to the land?

Ans He told me, in answer to my question, that Mr White had a lien on that land, that he did, for a certain amount every year. I asked him what was to be done about that? He replied that he would keep that paid up.

Q 22 Then you bought a piece of land on which Mr White had a lien for a certain amount every year and when you took the Deed you did not even ask whether Mr Ashburn's wife had signed it or not, did not he ever tell you that you had a Deed of such opinion?

to pay \$500⁰⁰ whenever you were called upon to do so; Is that correct? If not, what is correct?

Ans. That is not correct. I promised to pay one hundred dollars per year. It is all correct except paying \$500⁰⁰ when called upon to do so.

Q 23 Then you here solemnly swear that you never promised to pay \$500 when called upon to do so?

(Question excepted to upon the ground that the deed is the best evidence)

Ans. I will. I promised to pay \$500 but didn't promise to pay when ever called on.

Q 24 And you have never made any bargain to pay \$500 except by paying one hundred dollars ^{and interest} per year for five years?

Ans. That is correct.

Q 25 You said in your examination in chief that you executed a bond to Mr Ashburn - when was that bond to be paid according to your contract and bargain? Question excepted to

deed bring the best evidence.)
Counsel for plaintiffs repins that the
issue in this cause directly affects
the truthfulness of statements in that
deed contained - the plaintiffs particular-
ly denying in their bill the truth of
each and every statement in the deed
made.

Ans. Was to pay one hundred dollars
per year and interest on it until
the full amount was paid

2 26 Now, Mr. Bittle this record shows
that you have made a bond
payable on demand which means
that you are to pay the \$500 all
at once if called in to do so and
that you are to pay it any time if
you want - now what have you
to say about this bargain? Is
that your bargain, or was it your
bargain to pay \$100 a year?
(Question & replied to as immaterial)

Ans. It was to pay \$100 a year. I didn't
make bargain to pay all at once,

2 27 Then you did not execute ~~\$500~~

any bond to pay \$500 all at
once if called on to do so?
Question related to us immaterial.

Ans. I did not, Sir.

Q. 28 You have said that there was
a bargain between you and
Mr. A. H. Ashburn that he was
to have one third of your crop
every year and was to allow
you market price for it until land
was paid for. Now what was
to be done in case you failed to
furnish him one third of your
crops?

Ans My son promised to pay any
part of the \$100 which I could not
pay. He promised to let me
pay for place. My son has no
property at all - he works on the
farm for \$12 per month and board
I think he is paid that amount.

Q 29. Was it not understood and agreed
between you and A. H. Ashburn that
in case you failed to pay one third of
your crop or money enough to make

upon third of your cash its value
then the land was to go back to
Mr Ashburn? and if you did pay
that amount for five years then
the land was to be yours?

Ans. No Sir. If I failed and didnt
pay for land it was to be sold
and the balance owing on land
to be paid.

Q 30 At the time you bought this
land what did Mr. Ashburn
tell you about being owed by
Joe Duck?

Ans He never told me anything.

Q 31 Did he tell you anything
about owing Duck money?

Ans No, Sir, nothing.

Q 32 How long after you bought land
before you learned Duck was
drunk?

Ans. I dont know. I was here about

Christmas~~as~~ when I first heard
of it.

Q 33 Did Mr Edwards give you a
Summons in this very case
in October?

Ans. I think he did, Sir. He gave me
some sort of paper not to deliver Mr
Ashburn any part of such.

Q 34 What did you do when you found
out there was a fine about the
very same land you had bought?

Ans. I did not do anything. I did not
know what it meant. I asked
Mr Edwards and he told me Mr
Ashburn and Mr Duck had some
law print in hand.

Q 35 Did you not go to see Ashburn
about it?

Ans I saw him after I had seen Mr Con.

Q 36 How did you offer Ashburn make
it?

Ans. I told Mr. Ashburn I had orders not to deliver him any part of rent from that place. Mr. Ashburn told me "I have no part there," I sold my part to Mr. James Carr.

Q 37 What else did Ashburn say?

Ans. That was about all he said to me, Sir.

Q 38 Did he - you ask Mr. Ashburn what was going to be done with your land if Dick received land?

Ans. No. I don't recollect asking any such question.

Counsel for defendants here object to Counsel for plaintiffs that any question on cross examination not elicited by the examination in chief are excepted to and he must make the witness his own as to such questions.

the further ~~the~~ taking of
By agreement of parties, this depo-

situation is continued until some fu-
ture day to be agreed upon at the
Village of Elmwood in

W. N. ^{his} ~~x~~ Buttle
resides

Witness:

J. H. Wright.

It is agreed that this deposition may be
read and used as fully as if certified by the
Notary

Sebastian.

In the Circuit Court of Isle of Wight County
 Joseph S. Duck, David W. Duck and J. Duck, Pliffs:
 vs. $\frac{3}{4}$ In Chancery.
 A. H. Ashburn, C. A. P. Abbott, Franklin
 Pierce, W. N. Bittle, S. J. Carr, trustee, R. L.
 Ashburn trustee, and in his own right, R.
 A. Chapman and E. J. Chapman } Defnts.

An account of the liens, by judgment or otherwise, on
 the lands in the Bill and proceedings, in the above
 cause mentioned, conveyed to W. S. Hollands, trustee,
 by A. H. Ashburn and wife for the benefit of Ducks
 and others, by deed of trust, dated the 14th day of
 May 1880, and filed as an exhibit in the said cause.
 and also, of the annual and fee-simple value of
 the said lands.

1 st Lien	A judgment of the Circuit Court of Isle of Wight County, rendered at April term in favor of H. P. Young trustee for the Bank of Alexandria 1885, for \$1021. 91	
	Interest thereon from 11. Aug. 1884, to the 19. Octo: 1885.	72. 90
		1094. 81
	Paid 19. Octo. 1885	800. 00
	19. Octo. 1885, Bal.	294 81
	Int. from 19 th Octo. 1885 to 20. Apr. 1887	26 58
	Costs of suit	12 03 33 40 2
2 ^d Lien	a judgment of a justice in favor of W. M. Hoff & Co. 27 00	
	Int. thereon from 1. May 1884 to 20. Apr. 1887	4 81
	Costs of warrant &c.	1 20 33 01
	Acct. of liens carried forward	\$ 367 03

	Am't. of liens brought forw ^d .		367 03
3 rd Lien	Debt due by note drawn by A. N. Ashburn & J. N. Duck on the 14 th day of May 1880, and payable at the Farmers Bank of Cumberland, ninety days after date, and endorsed by J. W. Duck & J. J. Duck, for Interest thereon from the 14 th day of August 1880, to 20 th day of Apr. 1887	2040 00 83 64	
			2123 64
4 th Lien	Debt due to J. W. Duck & J. J. Duck by the bond of A. W. Ashburn executed on the 14 th day of May 1886, and payable on demand, for Interest thereon from the 14 th day of May 1886 to the 20 th day Apr. 1887.	2807 50 157 22	
			2964 72
5 th Lien	Debt due to J. J. Duck by judgment of Circuit Court of Isle of Wight county at Oct. term 1880, for Int. thereon from the 14 th day of May 1886, to 20 th day of Apr. 1887.	2807 50 157 22	
	Total Liens		\$5455 39

B.

An account of the annual and fee simple values of the lands in the proceedings in the aforesaid cause mentioned.

1 st	A parcel of lands of about 4 1/4 acres lying at & adjacent to Windsor on the N. & W. Railroad, composed of the lot adjoining the B. R. depot; the "Abbott ^{warehouse} Lot;" and lot adjoining "Mrs. Griffin" & "Mrs. Holland," the annual value of which is	40 00	
	Fee simple value of same		1250 00
2 ^d	The tract known as the "Morris Spring tract," of 220 acres, annual value	12 00	
	Fee simple value of same		500 00
3 ^d	The tract known as the "Pope tract" 40 acres, annual value	00 00	
	Fee simple value		120 00
4 th	The tract known as the "Watkins tract" (held for life by Mrs. V. C. Watkins, remainder to A. H. Ashburn, annual value.)	00 00	
	Fee simple value of same, subject to said life right,		800 00
5 th	The tract known as the "Bittle tract" 50 acres, (Subject to provision of deed to J. W. Dark trustee to secure an annuity of \$12.50 to Thomas D. White) annual value	50 00	
	Fee simple value (subject aforesaid)		250 00
		\$ 102 00	\$ 2870 00

6 th	Accounts of values brought out	\$102 00	\$2870 00
	The "Abbott lot" at Windsor, 1/4 acre		
	Annual value	70 00	
	Free simple value		700 00
7 th	One moiety of the "School house lot"		
	at Windsor, which has been conveyed		
	to Franklin Pierce - Annual value	25 00	
	Free simple value of same		500 00
8 th	The W. E. Chapman tract, of 150 acres		
	conveyed to R. S. Ashburn - Annual value	100 00	
	Free simple value		1000 00
9 th	A tract of 60 acres adj. J. S. Marshall	00 00	
	Free simple value thereof (assessed)		180 00
10 th	A tract of 55 acres adj. J. S. Duck	00 00	
	Free simple value thereof (assessed)		105 00
	Total values	\$297 00	\$5415 00

Commissioners office, Isle of Wight Court house,
March 21st 1887.

To the Circuit Court of said County.

In pursuance to a decree of the said Circuit Court, rendered at the October term 1886, in the preceding cause of Duck et als. vs. Ashburn et als: directing a commissioner of the said Court to take an account of the rents, by judgment or otherwise, on the lands in the Bill and proceedings mentioned, conveyed to W. S. Hollands, trustee, by Ashburn & wife for the benefit of Duck et als: by deed of trust dated the 14th day of May, 1886, and filed as an exhibit in this cause; and also the annual and free simple

value of the lands in the proceedings mentioned.
Your Commissioner reports to the Court that, on the
28th day of Feby. last, he issued notices to the parties
plaintiffs and defendants, that he had fixed upon
the 11th day of March 1887, to take said accounts at his
office, and requiring them to attend. That said notice
was duly served on the defendants, and some thereof
acknowledged by the atts. for the plaintiffs. That on
said day fixed upon the taking of the accounts was
continued, for want of necessary evidence, to this day,
when, from the evidence before your Commissioner, he
made up the foregoing accounts, marked "A. B. C."
Account A. is of the liens on the lands of said A.
shows the amount to be \$5450. 39, of which
lien 1st is prior to all other liens on all the land in
account "B." mentioned. Lien 2nd is of the second
priority on all said lands. Lien 3rd is of third pri-
ority on the lands conveyed by the deed of Trust
in proceeding mentioned, to wit: the tracts in
account "B." marked 1st 2nd 3rd & 4th. respectively.
Account B. is of the real estate of said A. W.
Ashburn, in the Bill and proceedings men-
tioned, and shows the assessed value to be \$294. 00
and the full value to be \$5415. 00 -
In Account "A." is shown Lien 5th which is not
included in the aggregate of liens, because
it is a judgment on the same bond mentioned
in Lien 4th, as due to J. W. Duck of J. Duck secured
by deed of trust aforesaid, and in virtue of the
judgment, is the next lien on the lands left
after satisfying liens 1. 2. 3 & 4.

Given under my hand as a Commissioner of

the said Circuit Court, the day and year first
aforesaid.

A. J. Young, Counsel.

Time employed by Court, in
issuing notices, examining evidence
making & reporting accounts 18
hours - Court. fee \$9.75

Clerk's fee for searching
abstracts of judgments 3.75

Shelf: for notices 4.00

\$14.50

Duck et al. 17

v. J. J. De Chof.

Ashburn et al.

Ref. of Court. Young

and ex decem of 24th.

1884. Of Decem. 24th.

Filed March 22^d. 1884.

1 lot. depot -		\$600.-	
1 lot. abattoir warehouse + 4 1/4		500.	\$1200.00
1 lot. land bounded by Mr. Griffin & Mrs. Hollands		700	2100.00
✓ Morris Spring Tract	2200.	1000	\$500.00
✓ Pope Tract.		150	\$120.00
Wacker, piece -		1000	\$800.00
			3,950 \$2640.00

I have once been offered the amt. for the Pope tract
 & the piece adjoining Mrs. Griffin & Hollands.

+ Killbuck tract 50 acres (see list to J. W. D. Carter)	\$250.00
✓ Abbitt lot at Windsor. $\frac{1}{4}$ acre	700.00
✓ $\frac{1}{2}$ of School house lot (sold to J. Purvis)	500.00
✓ The R. J. Ashburn land 150 acres.	1000.00
✓ 600 acre tract adjo. J. Marshall	150.00
✓ 55 " " " J. H. Decker	165.00

+ list to J. W. Decker to secure annuity to J. H. S. White of \$12.50

SEABOARD-AIR LINE.

Causeville 5th Station, July 16th 1891

W.S. Hileant Esq

Dear Sir

I have your enclosing
Check \$3.64⁸ in
Settlement - of "Byrd"
Claim - and hereby return
receipt - for same - Thanks

Respectfully

J. E. Eley

1889	Mr. Jos. H. Duck & others	
	See Gc with A. T. Byrd	
Aug 1	To fees as Notary Public in	
	Chancery Cause of Duck & others	
	vs. Ashburn & others 48 hours @ 75¢	\$36.00
1890	" Postage	.48
Feby 5	" Luteish	5.58
		<u>\$42.06</u>

For value received I hereby assign and
transfer the above account of Forty Two & $\frac{06}{100}$
dollars unto Mr. J. F. Eley.

A. T. Byrd
Notary Public

Councils V.^a
Feby 5th 1890.

Spe
vs.
J. H. Duck
vs. others

Rec'd. of W.S. Holland Spe. Com. one
dollar & eighty (1.80) cents in part on
the within in full of all my charges
expenses &c.

July 13th 1891

J. B. Brit const.

Rec'd. July 15th 1891 of W.S. Holland Spe. Com. in the
suit of Duck J. H. et. al. vs. Ashburn et. al.
the sum of thirty six and 48/100 dollars in full
of the spe. on the other side, said salary's fees
being for depositions in said suit.

J. T. Eley assignee of A. C. Byrd

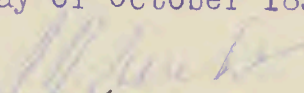
100 int from 28 Oct. 1887
20 paid ~~200~~
and 58 cts cost

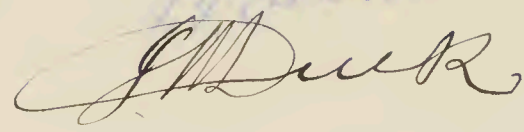
paid July 10th 1891 ~~\$~~ 69.20

To W.S.Holland Spe. Comr., Trustee and attorney:

We hereby order, direct and require you to pay all money collected in the suit of Duck et. als. vs. A.H.Ashburn et.als to Mr. J.H.Duck, settle with him, give and take receipts from him, and we hereby ratify and confirm any and all payments of money to him heretofore made by you, we having some time since assigned our interest in the said collection to said Mr. J.H.Duck.

Witness our hands and seals this 23rd day of October 1891.

 (seal)

 (seal)

Real Estate Sale

AT AUCTION.

Pursuant to a decree of the Circuit Court of Isle of Wight county in the Chancery cause of Lester, guardian vs. Lester and others, I shall offer for sale at public auction, at Windsor, Va., on

Saturday, November 22, 1890,

that elegant and beautiful lot, said to contain twenty-five acres, more or less, sale in gross and not per acre. Situated about 300 yards from the depot of the Norfolk and Western railroad, and on which there is a splendid little dwelling of four rooms and good out-houses. Five or six acres arable, and the rest in timber. The location is exceedingly desirable.

TERMS—One-third cash, the balance in One and Two years, purchaser to give bond and good personal security, title retained until the further order of Court.

NOVEMBER 3, 1890.

W. S. HOLLAND,

Spécial Commissioner.

CLERK'S OFFICE, ISLE OF WIGHT COUNTY, NOVEMBER 3, 1890.

I, N. P. Young, Clerk of the Circuit Court of said county, do certify that, W. S. Holland, the commissioner named in the decree referred to in the above notice of sale, has given the bonds required by said decree, with security deemed sufficient by me.

Teste, N. P. YOUNG, Clerk.

REAL ESTATE

AT PUBLIC AUCTION.

Pursuant to a decree of the Circuit Court of Isle of Wight County in the cause of Gay vs. Bradshaw, and others, I shall offer for sale at Windsor, Va., on

Saturday, November 22, 1890,

all that certain tract of land lying, being and situated in Isle of Wight County, on the County road leading from Windsor to Blackwater Bridge, said to contain one hundred acres, more or less, sale in gross and not per acre, and adjacent the lands of James S. Gay, William E. Mumford, W. J. Saunders and others, it being the lands in the bill and proceedings more fully described. This is a splendid little farm. A good one horse crop is arable and in a high state of cultivation, specially adapted to the growth of peanuts, corn and potatoes. Fairly good buildings, a good well of water. This is an excellent opportunity for a paying investment.

TERMS—One-third cash, the balance in Two equal installments, One and Two years after date, purchaser to give bond with good personal security, for deferred payments, title retained until the further order of Court.

W. S. HOLLAND,

Special Commissioner.

CLERK'S OFFICE, ISLE OF WIGHT COUNTY, NOVEMBER 3, 1890.

I, N. P. Young, Clerk of the Circuit Court of said county, do certify that, the bond required by the decree referred to in the above notice, to be executed by the commissioner, has been given with security deemed sufficient by me.

Teste,

N. P. YOUNG, Clerk.

AUCTION SALE!

OF REAL ESTATE.

Pursuant to a decree in the Chancery cause of Duck et. als. vs. Ashburn et. als., depending in the Circuit Court of Isle of Wight County, I shall offer for sale at public auction at Isle of Wight C. H., on

Monday, December 1, 1890,

it being County Courtday, the following lots, pieces or parcels of land:

1. One half interest, or the interest of A. H. Ashburn, in the "Windsor Male and Female Academy Lot." It being the Academy building now occupied by Rev. J. F. Deans and his assistant teachers at Windsor, Va.

2. A vacant lot adjoining the said Academy lot and the lot on which stands the Baptist church. This is a well located building lot and is large enough for two building lots.

3. All that farm lying about one mile from Zuni and Blackwater river adjoining the lands of the late Dr. W. S. Chapman and others, and is the farm on which Mr. and Mrs. E. J. Chapman formerly resided before they moved near Windsor. This farm is said to contain about 150 acres and is well adapted to the growth of peanuts and other crops usually made in this section. This land is sold to satisfy judgment liens against A. H. Ashburn and only his interest in the lands can be sold. The records of the Clerk's Office and of the said suit of Duck et. als. vs. Ashburn et. als. will fully disclose every question bearing on the title, and purchasers are invited to examine the property and the records before the day of sale.

TERMS—One-third cash the rest in two equal installments one and two years after date; bond with good personal security, bearing interest from day of sale, required of purchaser; title retained till the further order of court.

W. S. HOLLAND,

Special Commissioner.

CLERK'S OFFICE, ISLE OF WIGHT COUNTY, November 3d, 1890.

I, N. P. Young, Clerk of the Circuit Court of said county, do certify that the bond required by the decree mentioned in the above notice, to be executed by W. S. Holland, commissioner, has been given with security deemed by me sufficient.

Teste,

N. P. YOUNG, Clerk.

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W. S. HOLLAND,

Special Commissioner.

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Teste,

N. P. YOUNG, Clerk.

sold to J. H. Buck ^{2,71.00}
 " " " " ^{90.00}
 J. H. Buck ^{2 05.00}

Ro. A. Edwards, Jr.

$$\begin{array}{r}
 \$5066.00 \\
 \underline{5} \\
 28.30
 \end{array}$$

Recd. of W. S. Holland Special
 Court. Seven ^{dollars} 50 of 100, for
 selling property named on the
 other side of this paper.
 July 14th 1891.

Ro. A. Edwards
 Eff.

AUCTION SALE!

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Special Commissioner.

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W. S. HOLLAND,

Special Commissioner.

CLERK'S OFFICE, ISLE OF WIGHT COUNTY, November 3d, 1890.

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1. One half interest, or the interest of A. H. Ashburn, in the "Windsor Male and Female Academy Lot." It being the Academy building now occupied by Rev. J. F. Deans and his assistant teachers at Windsor, Va.

2. A vacant lot adjoining the said Academy lot and the lot on which stands the Baptist church. This is a well located building lot and is large enough for two building lots.

3. All that farm lying about one mile from Zuni and Blackwater river adjoining the lands of the late Dr. W. S. Chapman and others, and is the farm on which Mr. and Mrs. E. J. Chapman formerly resided before they moved near Windsor. This farm is said to contain about 150 acres and is well adapted to the growth of peanuts and other crops usually made in this section. This land is sold to satisfy judgment liens against A. H. Ashburn and only his interest in the lands can be sold. The records of the Clerk's Office and of the said suit of Duck et. als. vs. Ashburn et. als. will fully disclose every question bearing on the title, and purchasers are invited to examine the property and the records before the day of sale.

TERMS—One-third cash the rest in two equal installments one and two years after date; bond with good personal security, bearing interest from day of sale, required of purchaser; title retained till the further order of court.

W. S. HOLLAND,

Special Commissioner.

CLERK'S OFFICE, ISLE OF WIGHT COUNTY, November 3d, 1890.

I, N. P. Young, Clerk of the Circuit Court of said county, do certify that the bond required by the decree mentioned in the above notice, to be executed by W. S. Holland, commissioner, has been given with security deemed by me sufficient.

Teste,

N. P. YOUNG, Clerk.

Duck et, al,

vs,

Askburn and others

The undersigned your
Commissioner begs to report that pur-
sant to a decree in this cause a copy
of which is herewith filed he sold
the three lots, pieces or parcels of land
therein named after duly advertising
the same at public auction at
Isle of Wight C.H. on a court day
at which sale J.H. Duck became
the highest bidder and purchaser
at the prices following, for the
one half interest in the W. H. & F. lot
\$271.00, for the vacant lot at Windsor
adjoining Baptist church \$90.00; for
the Chapman land near Blackwater
\$205.00 making in all \$566.00 and your
commiss reports collected from Dr.
Pierce on a garnished judgment and execu-
tion \$ and from R. A.
Edwards receiver \$173.03 and from
W. S. Holland Trustee the sum of
\$53.68. J.H. Duck having paid for the
land in cash, the several collections
made as comm. in this cause and
to \$ all which has been
paid out in cost and to the said
J.H. Duck judgment lien creditors as

208
90
271
5-66

per rancher's receipt filed. Your
Court, further reports that he has
made to J. H. Duck a good
and sufficient deed for the
lands purchased by him as fore-
said. Your Commissioner deems
it important and proper to
explain the item of \$53.68 hereinbefore
named as coming from W. S.
Hall and Trustee, one of the lots of
land included in said decree as
being conveyed to S. J. Carr Trustee
by A. H. Ashburn for the benefit
of R. L. Ashburn near the Christian
Church sometimes called the
"Abbot lot" had a prior deed
of trust on it to secure a
debt due to Lassiter & Brack-
well wherein your Court, the
said W. S. Hall and was trustee
and being ordered to sell
said lot by D. L. Lassiter
surviving partner of Lassiter &
Brackwell did so and after
paying that debt and costs
of sale left a balance in
hand of \$53.68 as above stated.

such it, of,

rs.

Ashton it, of,

Pursuant to a decree of
the circuit court of Isle of Wight County
in this cause the undersigned your
receiver begs to report that has collected
two hundred and thirty seven (237) dollars and
seventy cents as follows: rent rec'd. for 1887
rec'd. of Geo. W. Pierce $\$50 \frac{00}{100}$, rent rec'd for 1888
of Geo. W. Pierce and Joe Fulgham proceeds of share
of crop made that year $\$40.02$; rent paid
1889 by Joe Fulgham $50 \frac{00}{100}$, same for 1890, amt.
paid by Rev. J. H. Deans on rent of one half
interest in school house for 1887, 1888, 1889
and 1890 $47.68 \frac{68}{100}$, and that the under-
signed paid out as follows taxes as per
vouchers 40.77 , paid for hauling peanuts to
Tunis 15.00 in two lots, Paid for Rent bees
52 cents, Com on 237.70 , $\$11.88$, ^{and ten dollars for services rendered} leaving a balance
of $\$173.03$. All which is respectfully submitted.

June 20th 1890,

R. A. Edgewood Off.
+ Receiver

Duck K at ab,
t. $\frac{3}{3}$ Inley,
Asheburn A. H. of D.

Rept. of vacuum
R. A. Edwards,
folded & confirmed
June 20. 1891,
//

In the Circuit Court of Illinois County
the 22nd day of October 1887-

Allen et al

Pliffs

v.

In Chancery

Ashburn et al

Defts.

This cause came on this day on
the motion of the defendants to set the Cause
for hearing in vacation and upon argu-
ment of counsel for complainants and for
defendants whereupon the Court, doth adjudge
order and decree that R. A. Edwards Sheriff
of Illinois County, do proceed to collect the
rents and profits on and for the lands and
tenements in the Bill and proceedings
mentioned from the parties in poss-
ession of the said land and tenements
and the said Sheriff hereunto may
be called under this decree till the
further order of Court and make report
to Court. And it is ordered that this Cause
be made a vacation cause to be heard
in vacation after legal and proper notice
to the Opposite Party

at test

Test R. A. Young C.

by G. M. Cook

Recd. of Ro. A. Edwards Shff. One dollar
& fifty Cents for hauling Peanuts to
Zuni & fifty two Cents for 4 Bags.

Ro. A. Edwards

Mr. *R. L. Ashburn*

Hardy Magisterial District,

1889.

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

LAND.	
NO ACRES.	VALUE.

To State Capitation Tax.....		~~1 00~~
To State Tax on..... <i>150</i> acres Land, value.....\$..... <i>1120</i> , at 30c. on \$100		<i>3 36</i>
To State Tax on Personal Property, value.....\$....., at 30c. on \$100		
To State School Tax on Real and Personal Property, value \$..... <i>1120</i> , at 10c. on \$100		<i>1 12</i>
Total amount of State Taxes.....		<i>4 48</i>
To County Capitation Tax.....		~~5 0~~
To County Levy on..... <i>150</i> acres Land, value.....\$..... <i>1120</i> , at 33 $\frac{1}{2}$ c. on \$100		<i>3 73</i>
To County Levy on Personal Property, value.....\$....., at 33 $\frac{1}{2}$ c. on \$100		
To County School Tax on Real and Personal Property, value \$..... <i>1120</i> , at 10c. on \$100		<i>1 12</i>
To District " " " " " " value \$..... <i>4</i> , at 5c. on \$100		<i>56</i>
Total amount of County Taxes.....		<i>5 41</i>
Total amount of State and County Taxes.....		<i>9 89</i>
DECEMBER 1.—5 per cent. added.....		<i>49</i>
TOTAL AMOUNT.....		<i>10 38</i>

RECEIVED PAYMENT.

R. L. Ashburn, TREASURER.
DEPUTY TR.

Ashburn R L
1038

W J J Beal

Dear Sir

Please pay this

to acct &

charge. I am

to you

Yours^{ly} truly
J. J. Beal
mark

Wm. J. Beal

Wm. J. Beal

Mr.

R. L. Ashburn

Magisterial District,

1888.

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

LAND.	
NO. ACRES.	VALUE.

To State Capitation Tax.....

~~1 00~~To State Tax on.....*150*.....acres Land, value \$.....*1120*....., at 30c. on \$100.....

3 36

To State Tax on Personal Property, value \$....., at 30c. on \$100.....

To State School Tax on Real and Personal Property, value \$.....*1120*....., at 10c. on \$100

1 12

Total amount of State Taxes.....

4 48

To County Capitation Tax.....

~~50~~To County Levy on.....*150*.....acres Land, value \$.....*1120*....., at 30c. on \$100.....

3 36

To County Levy on Personal Property, value \$....., at 30c. on \$100.....

To County School Tax on Real and Personal Property, value \$.....*1120*....., at 10c. on \$100

1 12

To District " " " " " " value \$.....*1*....., at 5c. on \$100

56

Total amount of County Taxes.....

5 04

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

9 52

DECEMBER 1.--5 per cent. added.....

48

TOTAL AMOUNT.....

10 00

RECEIVED PAYMENT.

J. O. Branch

TREASURER.

DEPUTY TR.

1000
 158
 171
 357
 147

 1837

Ashburn (B L)
 1000
 504
 171
 158

 1837

E. J. Chapman
 Place -

P. J. Edwards
 Wray

Mr.

*R. L. Ashburn**W*

Magisterial District,

1887.

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

LAND.				
NO. ACRES	VALUE			
		To State Capitation Tax.....	1 00	
		To State Tax on <i>150</i> acres Land, value \$ <i>1120</i>, at 30c. on \$100....	3 36	
		To State Tax on Personal Property, value \$....., at 30c. on \$100.....		
		To State School Tax on Real and Personal Property, value \$ <i>1120</i>, at 10c. on \$100....	1 12	
		Total amount of State Taxes.....		4 48
		To County Capitation Tax.....	50	
		To County Levy on <i>150</i> acres Land, value \$ <i>1120</i>, at 30c. on \$100....	3 36	
		To County Levy on Personal Property, value \$....., at 30c. on \$100.....		
		To County School Tax on Real and Personal Property, value \$ <i>1120</i>, at 10c. on \$100....	1 12	
		To District " " " " " value \$ <i>6</i>, at 5c. on \$100....	56	
		Total amount of County Taxes.....		5 04
		Total amount of State and County Taxes.....		9 52
		DECEMBER 1.—5 per cent. added.....		48
		TOTAL AMOUNT.....		10 00

RECEIVED PAYMENT.

TREASURER.

DEPUTY TR.

*Jan. 7, 88, 9,**Jesse H. Hitt*

Ashburn R. L.
10.00
15

see if not E. L.
Chapman place

Delongt.

1-11

Mr. J. L. Ashburn

Magisterial District,

1886.

To I. N. JONES, Treasurer of Isle of Wight County, Va., Dr.

LAND.				
No. Acres.	Value.			
		To State Capitation Tax.....	1 00	
		To State Tax on 150.....acres Land, value \$1120.....at 30c. on \$100..	3 36	
		To State Tax on Personal Property, value.....\$.....at 30c. on \$100..		
		To State School Tax on Real and Personal Property, value \$... 1/4.....at 10c. on \$100..	1 12	
		Total amount of State Taxes.....		4 48
		To County Capitation Tax.....	50	
		To County Levy on 150.....acres Land, value \$1120.....at 33 1/3 c. on \$100	3 73	
		To County Levy on Personal Property, value.....\$.....at 33 1/3 c. on \$100		
		To Co. School Tax on Real and Personal Property, value \$..... 1/4.....at 10c. on \$100	1 12	
		To Dist. " " " " " " \$... 1/4.....at 5c. on \$100	56	
		Total amount of County Taxes.....		5 41
		Total amount of State and County Taxes.....		9 89
		DECEMBER 1.—Five per cent. added.....		50
		TOTAL AMOUNT.....		10 39

RECEIVED PAYMENT.

TREASURER.

DEPUTY TR.

Walter H. G.

10.39

2.50

22.39

Dec

42.39

Dec 22.61

Know All Men by These Presents:

THAT WE, *William S. Holland and Joseph H. Duck*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Two Thousand Five Hundred* DOLLARS, to the payment whereof well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this *2^d* day of *May*, in the year one thousand eight hundred and ~~eighty~~ *ninty* and in the *114*, year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound *William S. Holland* who by decree of the Circuit Court of Isle of Wight County rendered on the *2^d* day of *Nov.* 1889, in the suit therein depending in which *Jos. H. Duck* et al. are plaintiffs and *A. H. Holburn* et al. are depts. was appointed Commissioner to sell the lands in the proceedings mentioned *regard of him by said decree*

shall faithfully discharge the duties ~~of said office or trust~~ then the above obligation to be void, or else to remain in full force and virtue. We hereby waive the Homestead Exemption as to this obligation, and we also waive any right, claim or privilege to discharge any liability arising under said bond, or by virtue of said office or trust, in any currency, funds, counter-claims, or offsets other than legal tender currency of the United States. *Coupons detached from bonds issued by the state of Virginia*

W. S. Holland
Jos. H. Duck



Circuit

IN ISLE OF WIGHT COUNTY COURT, *Clerks office May 2^d 1890*

This bond was executed and acknowledged ~~in open court~~ *admitted* by the obligor to the same, and ~~ordered~~ *admitted* to be recorded.

copy. Teste, N. P. Young
N. P. Young

CLERK.

Duck state,

" 3 Court.
3 Board

Ash burn state,

a copy,

Know all men by these presents, that we
A. H. Ashburn, Geo. R. Trant and J. B.
Trant are held and firmly bound unto
Joseph H. Duck, Irwin W. Duck and
J. J. Duck in the just and full sum of
Three Hundred dollars; for, the payment
thereof well and truly to be made to the said
Joseph H. Duck, Irwin W. Duck and J. J. Duck
we bind ourselves and each of us, our and
each of our heirs, executors and administrators,
jointly and severally, firmly by these pres-
ents. Sealed with our seals and dated this
28th. day of February, 1890, and in the 114th
year of the Commonwealth of Virginia.

The condition of the above obligation is
such that, whereas, by a decree of the Circuit
Court of the County of Isle of White, rendered
on the 27th. day of November 1889, whereby
it was decreed that, "the Court being of opinion
from the evidence, that the deeds from A. H.
Ashburn to Franklin Pierce, dated on the 18.
day of Octo. 1880; the deed of trust from said
Franklin Pierce to W. L. Ashburn trustee
dated with even date with last named deed; and
the deed from A. H. Ashburn to W. L. Ashburn
bearing date the 19th. of Octo. 1885, and the deed
of trust from A. H. Ashburn to S. James Carr
dated on the 18th day of Octo. 1880, are fraud-
ulent, being made to hinder, delay or defraud
the said plaintiffs; and "that said deeds
and deeds of trust be and they are hereby
set aside and annulled as fraudulent and
void" and directing ordering a sale of the
property by said and conveyed to which

said decree, by the further order of the Court was
"suspended for ninety days, to allow the defend-
ants to apply for a writ of error and supersedeas
to one of the judges of the Court of Appeals, upon
their, or some one for them entering into bond
in a sum of \$300.00 with security approved by
the Clerk of this Court and conditioned accord-
ing to law". Now, if the said A. H. Ashburn
shall pay all such damages as may accrue
to any person by reason of said suspension,
in case a supersedeas to such judgment,
decree and order should not be allowed
and be effectual within the time so
specified, then the above obligation is
to be void, or otherwise to remain in
full force. And we, each, waive our
exception as to the above obligation, and
we further waive any right or privilege
to discharge any liability arising under
said obligation, in coupons from bonds
of the state of Virginia.

A. H. Ashburn by N. D. Young atty in fact *Seal*
Geo. R. Trant by N. D. Young atty in fact *Seal*
J. B. Trant by N. D. Young atty in fact *Seal*

In the Clerk's office of the Circuit Court
of Isle of Wight County, the 28th. day of
February, 1890, this Bond was signed
and acknowledged by N. D. Young attorney
in fact and admitted to record. The said
Geo. R. Trant & J. B. Trant, secretaries, having
made oath before a Notary Public, as to their
sufficiency.

Teste,

N. D. Young clk

Ashburn A. S. et al.

To 1/2 Bond refd
1/2 suspension of
Deer.

Black J. J. et al.

Feb. 28. 1890.

Executed & admitted
to record.

//

2.

Jos. H. Duck. I. W. Duck and J. F. Duck.

Please

take notice that on Thursday the 4th day of August 1887 at the Office of Geo. W. Wright in Suffolk Va, between the hours of 6 O'Clock A.M. and 6 O'Clock P.M. of that day, I shall proceed to take the depositions of W. W. Bittle and others, to be read as evidence in my behalf in a certain suit in Chancery, depending in the Circuit Court of ~~Sau~~ Isle of Wight Co, in which you are Plaintiffs and A. H. Ashburn and others are defendants. And if from any cause the taking of said depositions be not begun on that day, or being begun they be not concluded on that day, the taking of the same will be adjourned and continued from day to day or from time to time at the same place and between the same hours until they are completed.

Very Respectfully

A. H. Ashburn

By Counsel.

July 21st 1887

Duck & als
vs } de Chancery -

Ashburn & als

Notice for taking
Depositions.

I certify that I have ex-
ecuted the within notice
by serving a copy here
of upon each of the
within named ^{plain} ~~Defend-~~
~~ants~~ J. H. Duck J. H.
Duck and J. J. Duck
on the 25 day of July
1887 -

J. B. Edwards
for B. A. Eschwege
Shuff

To A. H. Ashburn, R. L. Ashburn, H. Pierce, W. N. Bittle, R. A. Chapman, E. J. Chapman, C. A. P. Abbott and S. James Esq.

You are hereby notified that on the 2nd day of July in the year 1887, at the office of S. J. Can in Windsor between the hours of 9 o'clock A. M. and 5 o'clock P. M. of that day I shall proceed to take the depositions of J. H. Duck

and others, to be read as evidence in my behalf in a certain suit in Chancery.

depending in the Circuit court of Joby Wright county, wherein J. J. Duck was are plaintiffs, and you are defendants; and if from any cause the taking of said

depositions be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from time to time or from day to day and from place to place or at the same place between the same hours until the same shall be completed.

Your obedient servant,

J. J. Duck and others
plaintiffs by
W. S. Hall and others
attorneys.

Virginia
County of Isle of Wight Co } to-wit.

This day personally came
before me in my said County of Isle of
Wight W. B. Holland and made solemn
affirmation in due form of law that
he delivered a copy of the within notice
to the within named defendants except
as to R. L. Ashburn and Rebecca A. Chapman
they not being at their respective houses at
the time, a copy was left with E. J. Chapman
the husband of Rebecca A. Chapman for her
and another copy was delivered A. H. Ashburn
the father of R. L. Ashburn in whose family
R. L. Ashburn resides for said R. L. Ashburn
on the 28th day of July 1887.
Given under my hand this 7th
day of July 1887.

A. J. Byrd

Notary Public.

Commissioner's Office,

Isle of Wight Courthouse, Feby 28th 1887

To Joseph H. Duck, Irvin W. Duck and J. J.
Duck

Plaintiffs,

And to A. H. Ashburn, C.A.P. Abbott; Franklin Pine,
W. N. Betts; S. J. Carr, trustee, R. L. Ashberry, trustee,
and in his own right; R. A. Chapman and E. J.
Chapman

Defendants:

You are Hereby Notified that I have fixed upon the 11th day of March
next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at
my office, aforesaid, the following accounts: An account of the liens,
by judgment or otherwise, on the lands in the bill and
proceedings mentioned, conveyed to W. S. Holland
trustee by Ashburn wife for the benefit of Duck
at also: by deed of trust dated the 14th day of May 1886.
and filed as exhibit in this cause; and also
the annual and fee simple value of the land
in the proceedings mentioned.

Required to be taken by decree of Isle of Wight Circuit Court, rendered on the 25th
of Feby. , 1887, in a suit in chancery depending in the said court, in which
you are parties, plaintiffs and defendants, at which time and place you are required to attend.

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

A. S. Young

Commissioner.

Duck et als.
v. } Mr. Chy.
Ashburn et als.

Comm. Notices, to be
served on the defts.
and returned to the
18th March 1884.
//

Given to me
The within
March 4th 1884
A. B. Edwards
P. A. Edwards
Shuff

Notice of this notice is hereby returned up
by me as served for J. S. Duck, Litch
and J. S. Duck.
W. S. H. Allen
Atty. for plaintiffs

Know all men by these presents that we,
Joseph W. Duck, and Irvin W. Duck his
security, are held and firmly bound unto
the Commonwealth of Virginia, in the sum
of One 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.
Be it with our seals and dated this 25th day
of Oct. one thousand eight hundred and
Eighty six. And we hereby waive the benefit
of our Homestead Exemption as to this
obligation, and we also waive any claim
right or privilege to discharge any liab-
ility arising under this bond, in any
currency, funds, counter-claims or offsets
other than legal tender currency of the
United States. The condition of the
above obligation is such that whereas
the above bound J. W. Duck, I. W. Duck and
J. Duck on their Bill in Chancery a-
gainst A. W. Ashburn, C. A. P. Abbott, Frank-
lin Pierce, H. A. Bittle, S. J. Carr trustee, R. L.
Ashburn trustee, and in his own right,
Rebecca A. Chapman, and E. J. Chapman
her husband, addressed to the Judge of the
Circuit Court of the County of Giles, Judge

have obtained from the said Judge an
injunction to enjoin and restrain the
said defendants A. H. Ashburn and
C. L. Ashburn their agents and attorneys
from assigning, transferring or other-
wise disposing of the bonds and notes
in the bill and exhibits mentioned
and restraining them from collecting
any rents or profits now due or hereaf-
ter to become due arising from the
lands in the bill and proceedings
mentioned and restraining the
defendants W. A. Pittle, Franklin
Pence, R. A. Chapman and C. J. Chap-
man, C. A. P. Abbitt their agents and
attorneys from paying the said A. H. or C. L.
Ashburn their agents and attorneys any
of the rents and profits arising from said
real or personal property in the bill
mentioned and from paying to said
A. H. Ashburn any other debts and money
due to him or which may hereafter
be due on account of said notes
and bonds in said deed of trust men-
tioned or otherwise and restraining
said C. L. Ashburn ^{trustee} and C. J. Canby ^{trustee}
from proceeding to execute the deeds in
which they are named as trustees.

And whereas it is provided, by the order
of the said Judge awarding the said
injunction, that that the Plaintiff Joseph
H. Duck or some one for him shall not
have the benefit thereof, until he or
some one for him, shall enter into
and acknowledge a Bond with good
security, in the penalty of \$1000. before
the Clerk of the Circuit Court for the
County of Despuys, in the State of
Virginia, conditioned to pay all Costs
and damages which may be award-
ed to any one or more of said defendants
and against said J. H. Duck on account
of or by reason of this injunction. Now
therefore, if the said J. H. Duck and
John H. Duck shall pay all such
Costs as may be awarded against him
and all such damages as shall
be incurred in case the said in-
junction be dissolved, then this
obligation to be void or else to remain
in full force and virtue.

Joseph H. Duck *Test*
J. H. Duck *Test*

In the Clerk's Office of the Circuit Court
of Despuys County, the 25th day of
Oct. 1886, This Bond was executed
and acknowledged by the Ob-

Duck Etals
vs. J. Jay^m Bond
Ashburn Etals

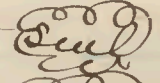
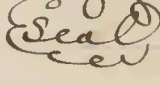
A copy

Exons and admitted to record.
at
Shen: Ct. D. Young and

Geoffrey
Deane: M. D. Young and
by H. M. Condon &c.

Know all men by these presents that we
A. H. Ashburn as Principal and Geo R Trant
and J B Trant Trant as sureties, have made
constituted and appointed, and by these pres-
ents do make, constitute and appoint N. J.
Young of Isle of Wight Co Va, our true, suffi-
cient and lawful attorney for us and in our
names, places and stead to sign and ack-
nowledge before the Clerk of the Circuit Court of
Isle of Wight County, a bond in the penalty of
three Hundred Dollars, required by the Order of the
said Court in the Chancery Cause pending therein
between J. N. Duck, Plaintiff and A. H. Ashburn and
others, Defendants; said bond being required to se-
cure a suspension of the decree in said Cause
entered and ~~decreed~~ the 27th day of December 1889;
hereby ratifying all lawful acts done by our
said attorney by virtue hereof -

Witness our hands and seals this 26 Day of
Febry 1890 -

A. H. Ashburn 
Geo R Trant 
J B Trant 

City of Portsmouth, to wit:

J. N. B. Ridley, a Notary Pub-
lic for said City in the State of Virginia do certify
that A. H. Ashburn, Geo R Trant & J B. Trant
whose names are signed to the foregoing Power

of Attorney dated the 26th day of Feby 1890
have each acknowledged the same before me in
my said ^{City} County. And I also certify that Geo. R.
Junt. and J. B. Junt. who authorize their
names to be signed as sureties to the bond to be ex-
ecuted, personally appeared before me and sever-
ally made oath, that after the payment of all
their just debts and those for which they may
be liable, their Estates are worth the penalty of
the bond required by the Order of the Circuit Court
of Isle of Wight County - to wit: the sum of \$300⁰⁰
Given under my hand this 26 day of Feby
1890.

N. B. Ridley

Notary Public

In the clerk's office of the Circuit Court
of Isle of Wight County the 28th day of
February, 1890, this power of attorney was
received and with the certificate hereon
of N. B. Ridley a Notary Public, admitted
to record.

Test, N. O. Young clk

Ashburn et al.
vs
Power of
attorney.
N. P. Young

Feb. 28th 1890.
Received & admitted
to record.
"

This deed made this 19th day of Oct. 1883, be-
tween A. H. Ashburn of the first part and
R. L. Ashburn of the 2^d both parties of the
County of Seelye, State of Va
Witnesseth - That for and in consideration
of the sum of Eight Hundred Dollars the
said A. H. Ashburn hath grant bargain and
sell to the party of the second part, all that
certain tract piece or parcel of land in
the aforesaid County of Seelye, lying
on the Black Water River, adjoining the
lands of the late Dr. W. S. Chapman and
Others, containing One Hundred and
fifty acres more or less, and is the same
farm on which E. J. Chapman now
resides also all his the said A. H. Ashburn
house hold and kitchen furniture and
farming implements and stock of all
kinds except such as are allowed by the poor
law, including as well that in the
possession of the grantor, as that in the
possession of said E. J. Chapman.
The above grantant does bring the Deed
that was conveyed to the grantor by
E. J. Chapman and wife, recorded in
 deed book No. 46, page 77. The party of
the 1st part covenants that he has the
right to convey the above property and will

and do warrant generally the title to
the same. Witness the following signa-
tures and seal the day, month and year
above written.

A. H. Ashburn *Seal*

In the Clerk's office of the County Court
of Shelby County the 19th day of
October 1883; This deed from A. H.
Ashburn to P. L. Ashburn, was ack-
nowledged by said A. H. Ashburn to be
his act and admitted to record.

Testo: A. P. Young *Clk.*

Copy, Testo: A. P. Young
by G. M. Cook D.C.

Deed

v. { In Ashby

Ashburn & Co

Ashburn A. H.

To { Copy Dec'd to

Ashburn R. L.

Ex. H. No. filed

with the Recd

This deed made this 18th day of Oct. 1886
between Franklin Price of the first part
& R. L. Ashburn Chosen Trustee of the other
part, both parties of the County of Isle of Wight & State
of Virginia, Witnesseth, That the said Franklin
Price doth grant unto the said R. L. Ashburn
Trustee the following property to wit, one undivided
half of the lot in Windsor known as the Windsor
Male & Female Academy lot, In Boundaries
& description see deed from A. H. Ashburn &
wife to Geo. F. Leavis, who owns one half of the
lot, also a lot of land between the said ~~Academy~~
house lot and the Baptist Church bound-
ed on the South by the County road leading
from Windsor to Barbours Roads, on the West
by the said Academy lot, on the north by
the lands belonging to the estate of the late
W. S. Chapman, and on the east by the
lands of Henry H. Paul, and the Baptist
Church lot, and contains about one
third of an acre more or less, In Trust
To secure the payment of a certain
Bond executed by the said Franklin
Price and payable to A. H. Ashburn or his
assigns bearing date & on demand Oct 18th
1886, the amt of which is seven hundred
dollars now if the said Franklin Price shall
pay off the said bond when called on to do so

and no default is made then this writing becomes null & void, but in the event of failure to do, and default is made, and the said A. H. Ashburn or his assigns shall complain and so direct, the said R. S. Ashburn Trustee, shall after giving lawful notice proceed to sell the property at public Auction for cash, and after first paying lawful charges, proceed to pay off the said bond in full with the accrued interest if the amount be sufficient, and in case there should be a surplus, pay the same over to the said Franklin Price - Witness the following signature & seal, the day, month and year first above written -

Franklin Price *Seal*

State of Virginia -

County of Isle of Wight (to wit)
J. B. Roberts a Notary Public in and for the County aforesaid do certify that Franklin Price whose name is subscribed to the annexed deed bearing date 8th day of October 1886, came personally before me in my said county and

acknowledged the same -

Given under my hand this 18th
day of October 1886 -

Benj - C. Roberts - N. S.

In the Clerk's Office of the County
Court of Sale of Wright County, the 19th
day of Octo: 1886 - This deed of Trust
from Franklin Tuice to R. V. Ashburn
Trustee was admitted to record on
the annexed certificate of B. C.
Roberts, a Notary Public -

Teste - A. O. Young Clk.

acopy:

Teste - A. O. Young cc.

by G. M. Coak DE

Quack et. al. '15

v. } In chancery

Shelburne et. al.

Barre Franklin

To } Copy deed of Trust

Shelburne A. L. Trustee

Exh. "H" filed with
the Bill.

This deed made this 12th day of Oct. 1886 -
between W. W. Bittle of the first part, and
R. S. Ashburn Chosen Trustee of the other
part both parties of the County of Isle of
Thight and State of Virginia -
Witnesseth, That the Said W. W. Bittle party
of the first part, doth grant unto R. S.
Ashburn, Chosen Trustee party of the second
part, a certain tract, piece or parcel of
land in the County of Isle of Thight, contain-
ing by estimation fifty acres more or less
bounded and described as follows, on the
north by the lands of Edwin Jenkins, on the
east by the lands of Geo. S. Marshall & on
the south & west by the lands of S. F. Johnson
and maybe better known as the Mills
Garden place, and is the same tract of
land purchased of R. S. Ashburn this
day and date.

In Trust. To secure the payment of a
certain bond executed by the Said W. W.
Bittle payable to R. S. Ashburn or his assigns
for five hundred dollars, dated and on
demand Oct. 12th 1886 - Now if the Said W. W.
Bittle shall pay off the said bond when called
on to do so by the Said R. S. Ashburn or his
assigns, so no default is made, then this in-
strument is null & void & of no effect -

but in case of failure do to do, and com-
plaint is made by the said A. S. Ashburn
or his assigns, and shall do direct the
said R. V. Ashburn, shall after giving
lawful notice, at sundry public places,
proceed to sell the aforesaid tract of
land on the premises for cash - and
proceed to pay off the said bond in full
with the accrued interest, if the amount
be sufficient, after taking out legal
charges. and if there should be a surplus
pay the same over to the said W. H.
Bittle party of the first part -

Witness the following signature & seal
the day, month and year first
above written

W. H. ^{his} Bittle 
mark

In the Clerk's Office of the County
Court of Isle of Wight County,
the 14th day of October 1886 - This
deed of Trust from W. H. Bittle to
A. S. Ashburn master, was acknowl-
edged by the said W. H. Bittle to be
his act and deed & thereupon ad-
mitted to record -

Teste

N. P. Young clk -

acopy:

Test: A. P. Young cell.

by G. M. Coburn D.D.

Quote it as 15

v. } In clay:

Ashburn it as

Little W. A.

To } Copy Deed of Trust.

Ashburn R. L. Trustee

Exbt. " & " given with
the Rice

This deed made this 15th day of Octo-
ber 1886 between R. H. Ashburn of the first
part and S. J. Carr chosen Trustee of
the other part both parties of the
County of Isle of Wright and State
of Virginia Witnesses: That the
said R. H. Ashburn party of the
first part doth grant unto the
said S. J. Carr Trustee all the right
title and interest he has in and
to a certain lot piece or parcel
of land in the village of Windsor
bounded and described as follows,
Commencing at the North West corner
of the lot known as the Christian
Church lot and running along
the line of the said Christian
Church lot in an easterly direc-
tion to the lands of R. L. Roberts,
thence along the said R. L. Roberts
line in a northerly direction a
distance of about twenty five feet
thence a line parallel with the
first line to the line of the N. & W.
R. R. thence along the said Rail
Road in an easterly direction to
the starting point and is the
same lot or which L. R. P. Affitt

now resides, and is the same lot which
the said R. H. Ashburn wife deeded
to W. S. Holland as Trustee sometime
ago. To secure the payment of a
note or bond executed by the said
R. H. Ashburn payable to J. C. Sas-
siter or Brockwell & Sassiter, it
is not remembered to which, nor
the date of the said bond or note
the amt. of which was \$200. on
which note there has since been
paid \$135⁰⁰. So this deed is intended
as a second deed of trust. To secure
C. R. P. Abbott as security for a cer-
tain bond executed by the said R.
H. Ashburn payable to R. F. Ashburn
or his assigns bearing date Octo. 11th
1886, and payable on demand, the
amount of which is five hundred
and eighty seven dollars and fifty
cents. Now if the said R. H. Ash-
burn shall pay off the said note
with the accrued interest so no
default is made when requested
to do so, then this writing becomes
null and void - but in case of
failure so to do and the holder

of the said bond shall complain
and so direct the said Trustee shall
after advertising as the law directs
the aforesaid property, and proceed
to sell the same for cash at public
auction, and after taking out law-
ful charges, proceed to settle the
said bond in full if the amt. be
sufficient. In the event of failure
to pay off the amount still due
on the note or bond held by J. L. Fessie
or Brockwell & Fessie and
they should complain and the said
W. S. Holland Trustee to the next
term should sell the property, the said
S. J. Call Trustee in this meeting shall
receive the surplus and apply the
same to the payment of the said
note endorsed by the said L. R. P. Rob-
bitt. Witness the following signa-
tures and seals the day month
and year first above written.
R. W. Rehman Seal

State of Virginia
County of Isle of Wight (to wit)
J. B. L. Roberts a Notary Public in
and for the County aforesaid, do

certify that R. A. Ashmun whose
 name is signed to the annexed
 deed bearing date 18th day of Oc-
 tober 1886 came personally before
 me in my county aforesaid and
 acknowledged the same.
 Given under my hand this 18th
 day of October 1886.

Benj. C. Roberts H. P.

In the Clerk's office of the County Court of Is. of High-
 land, the 19th day of October 1886, This Deed of Trust
 from A. W. Ashmun to J. J. Cook Trustee, was admitted
 to record on the annexed Certificate of Benj. C.
 Roberts, a Notary Public.

Inte. A. P. Young & Co

Ashmun et al
 v. J. J. Cook

Ashmun et al

Ashmun, A. W.

vs. Deed of Trust

Lease J. J. Trustee

Exh. "F" filed with
 the Rec.

v

copy

Inte. A. P. Young & Co

by G. W. Cook DC

This deed made this 18th day of Oct-
1886, between D. H. Ashburn of the
first part, and Franklin Price
of the second part, both parties being of
the County of Isle of Wight and State
of Virginia, Witnesseth that for and
in consideration of the sum of Seven
Hundred Dollars, the party of the first
part doth grant bargain and sell
to the party of the second part all
of his right title and interest in
and to the following property to wit:
One undivided half of the lot in the
Village of Windsor known as the
Windsor Male and Female Acad-
emy lot, for boundary and descrip-
tion see deed from D. H. Ashburn
to Joseph F. Adams, who owns one half
of the lot also a lot between the
said school house lot and the
Baptist Church bounded on the
South by the County road leading
from Windsor to Barbours Road,
on the West by the said Academy
lot on the North by the lands belong-
ing to the Est of ^{the late} S. Chapman
and on the East by the lands of
Henry D. Peel and the Baptist

Church lot contain about one third
of an acre more or less - Witness
the following signatures & seal
the day month and year first
above written -

R. H. Ashburn - Seal.

State of Virginia

County of Isle of Wight (to wit)
J. B. L. Roberts, a Notary Public in
and for the said County do certify
that R. H. Ashburn whose name
is signed to the annexed deed
bearing date 18th day of October
1886 came personally before me in
my said County and acknowledged
the same. Given under my
hand this 18th day of October 1886.
Benj. L. Roberts N. P.

In the Clerk's Office of the County
Court of Isle of Wight County, the
19th day of October 1886. This deed
from R. H. Ashburn to Franklin
Pierce, was admitted to record
on the annexed certificate of J. B. L.
Roberts a Notary Public.

Isle - J. P. Young att.

copy.

Teste: - W. P. Youngall
by G. W. Cochrane DC

Duck at as 13

v. { In chap.

Album at as

Album A. H.

10 { Copy Decd of b. & s.

Prince Franklin

Wht. "8" find with
the Rec.

Whereas, A. W. Ashburn did sometime during the year, 1883, execute his deed to Irvin H. Duck, as trustee, or agent for Thomas S. White for a certain Tract of land or parcel of land in the County of Islip, N.Y., containing by estimation sixty acres, more or less, and bounded and described as follows, on the North by the land of Irvin Jewell, on the East by the land of Jno. L. Marshall and on the South and West by the lands of S. F. Johnson and others, and may be better known as the "Mills Darden place" to secure the payment to the said Thos. S. White the sum of Thirty one dollars and twenty five cents every six months of his life, commencing on the first day of July 1886, at his death the writing to become null and void, the said A. W. Ashburn to have the quiet possession of the said property as long as he properly pays, the aforesaid sum of \$31.²⁵ as above indicated, in case of failure to make a payment, the provision of the writing is such that the said I. H. Duck, Trustee, or agent as aforesaid has the right to sell the property, and out of the proceeds make the said payments, as they may severally

Come due, now H. N. Pitts having
been made acquainted with the ar
above set forth desires to purchase
all the right title and interest the said
A. H. Ashburn has in property, which
he the said A. H. Ashburn is willing
to sell. Therefore, this deed made this
12th day of October 1886, between A. H.
Ashburn of the first part, and H. N. Pitts
of the second part, both parties be-
ing of the County of Isle of Wight and
State of Virginia: Witness: That
for and in consideration of the sum
of Five Hundred dollars the party of
the first part hath granted, conveyed
and sold to the party of the second part
all the right title and interest he
has in and to the property above de-
scribed, containing by Estimation
Sixty acres be the same more or less.
Witness the following signatures and
seal the day month and year first
above written

A. H. Ashburn Seal

In the Clerk's Office of the County
Court of Isle of Wight County,
the 14th day of October 1886. This

Deed from A. H. Ashburn to W.
H. Pitts, was acknowledged by the
said A. H. Ashburn to be his act
and deed, and admitted to record
Teste

A. P. Young cell.

Copy

Teste. G. Mason DC
for A. P. Young cell

Quack it as 12

v. 3 In Chap.

Ashburn it as

Copy Dec 1844

Ashburn A.H.

To }

Bill W.A.

Exhib. "I" filed with
the Bill.

The Commonwealth of Virginia,

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

WE COMMAND YOU that of the goods and chattels of A. H. Ashburn

late in your bailiwick, you cause to be made the sum of Two thousand Eight
Hundred and Seven dollars and Fifty cents,
with interest thereon from the 14th day of May
1886, till payment, which J. J. Duck

lately in our Circuit Court of the County of Isle of Wight recovered against him for debt; also,
the sum of Two Dollars and — Cents,
which to the said J. J. Duck in the same Court were adjudged
for his damages, as well by reason of detaining the said debt as for his cost in that suit
expended, whereof said Ashburn convicted, as appears to us of record; and that
you have the said debt and damages before the Judge of our Circuit Court, at the Courthouse, on the first
Monday in January next, to render unto the said J. J. Duck
of the debt and damages aforesaid. And have then there this writ.

WITNESS, NATHANIEL P. YOUNG, Clerk of our said Court, this 33^d day of October
A. D. 1886, and in the 11th year of the Commonwealth.

N. P. Young

a copy Teste, N. P. Young

Duck

no. $\frac{3}{4}$ In chip.

Ashburn et al.

Exh. B filed with
the Bill.

The Commonwealth of Virginia,

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

WE COMMAND YOU that of the goods and chattels of M. L. Watkins and
A. H. Ashburn

late in your bailiwick, you cause to be made the sum of three hundred dollars
with interest thereon from the 9th day of November
1874, till payment, which Joseph H. Duck

lately in our Circuit Court of the County of Isle of Wight recovered against them for debt; also,
the sum of Eight Dollars and Twenty Cents,
which to the said Jos. H. Duck in the same Court were adjudged
for his damages, as well by reason of detaining the said debt as for his cost in that suit
expended, whereof they are convicted, as appears to us of record; and that
you have the said debt and damages before the Judge of our Circuit Court, at the Courthouse, on the first
Monday in January next, to render unto the said Jos. H. Duck
of the debt and damages aforesaid. And have then there this writ.

WITNESS, NATHANIEL P. YOUNG, Clerk of our said Court, this 23^d day of October
A. D. 1886, and in the 111th year of the Commonwealth.

N. P. Young Clerk

a copy. True, N. P. Young

Dec 25. 11

3 1/2 In. deep.

Ashburn et al.

//

Exbt. 6 filed with
the Bill.

Virginia: In the Circuit Court of the County of Isle of Wight
the 21st day of October 1886.

Joseph H. Bush

Plaintiff

Against

M. L. Watkin and A. H. Ashburn

Defendants

Judgment in favor of the plaintiff against the defendant, for the sum of Three hundred
dollars and _____ cents,
with interest thereon, to be computed after the rate of six per centum per annum, from the 9th day
of November, 1874,

till payment, and the costs. Plaintiff's costs \$ 8.20

An extract—Teste.

H. S. Holland

Plaintiff's Attorney.

A. P. Vance

Clerk.

EXTRACT
JUDGMENT.

vs.

p. q.

Duck Ketches,
n. $\frac{2}{3}$ inch,
Ashburn et al
/
Exht. B. filed
with Bill.

Virginia: In the Circuit Court of the County of Sale of High
the 21st day of October 1886.

J. J. Duck

Plaintiff

Against

A. A. Ashburn

Defendant

Judgment in favor of the plaintiff against the defendant for the sum of Two Thousand
Eight hundred and Seven dollars and Fifty cents,
with interest thereon, to be computed after the rate of six per centum per annum, from the 14th day
of May, 1886,

till payment, and the costs. Plaintiff's costs \$ 10 00.

An extract—Teste.

W. S. Halland

Plaintiff's Attorney.

A. O. Young

Clerk.

EXTRACT
JUDGMENT.

vs.

p. q.

13

This deed made this 14th day
of May 1886 between A. H. Ashburn
and Sarah C. Ashburn his wife of
the County of Ide of wight in the state of
Virginia parties of the one part and
W. S. Holland chosen a trustee party of
the other part, witnesseth:

That for and in consider-
ation of one dollar in hand paid. And the
trust herein declared the said A. H. Ashburn
and Sarah C. Ashburn his wife do grant
with general warranty unto said W. S. Hol-
land trustee the following property to wit:
one lot, piece or parcel of land lying and
being in the village of Windsor in the County
of Ide of wight, supposed to contain four acres
and bounded as follows: Commencing at
the South West corner of the yard fence of
of the lot on which J. R. Blount now resides,
thence a straight line along the West side
of said Blount lot fence to B. C. Roberts land,
thence along the line of said B. C. Roberts in
a Northerly direction to the land so for-
merly owned by M. L. Watkins; Thence in
a Southerly direction along said Watkins
line to the lot now owned by Mrs. A. B.
Holland, Thence along the lines of said
Holland and the lot now occupied by
James Griffin on the back and end on

the East sides to the N & W. Railroad Com-
pany's land, thence along said railroad
to the beginning; and on other lot in
said village of Windsor supposed to contain
less than one acre and bounded as follows:
by the land of said Railroad Company, Mrs.
Ludlow Lawrence, Mrs. Esther Jones, John
M. Carr, and the blacksmith lot now
occupied by W. H. Russell and J. C. Griffin
the land of S. James Carr - store lot now
occupied by said Carr as a store house; and
a certain tract of land called The Morris
Spring land lying and being in said State of
Virginia - supposed to contain three hun-
dred acres - it being the same land
conveyed to said W. H. Russell by Wright
and Thomas Special Commissioners
excepting that part lying on the west side
of the Court house road which I have
sold to James M. Turner of Em. Manual,
and another tract called the Pope land
lying and being in said County of State of
Virginia supposed to contain sixty acres
and bounded by the land of A. J.
Turner and others; and all
my fee simple remainder in and to that
tract of land known as The Col. M. H.
Watkins place on which Mrs Watkins

now resides - she holding this tract for life
as ~~down~~ land, together with and and
singular the appurtenances, ways, means,
and fixtures to the land aforesaid belonging
In Trust to secure and indemnify
J. W. Buck and J. J. Buck by reason of their
endorsing the following note - a note for
two thousand ~~and~~ forty dollars
dated on the 14th day of May 1886 and
payable ninety days after date, made
by A. H. Ashburn and J. H. Buck and en-
dorsed by J. W. Buck and J. J. Buck - negotiable
and payable at the Farmers Bank of
Lawrence and to secure said J. W. Buck and
J. J. Buck by reason of their endorsing any other
note or notes, given in renewal, in extenua-
tion and in substitution of the foregoing
note or any part thereof, and also to
secure said J. W. Buck and J. J. Buck the pay-
ment of the following bond, to wit: a bond
for two thousand eight hundred and seven
(2807) dollars and fifty (50) cents, made
and executed by said A. H. Ashburn and
payable on demand to J. W. Buck and J. J. Buck,
dated on the 14th day of May 1886.

It is fully known understood and agreed
that said A. H. Ashburn ^{and J. H. Buck} owe jointly and jointly
by the negotiable note aforesaid, and
that if said A. H. Ashburn or his trustee

shall be called upon to pay more than one
half of the said negotiable note, then said
bond due to J. W. Buck and J. J. Buck shall
be credited with a sum equal the excess of
said one half of said negotiable note paid by
A. H. Ashburn or his trustee - that is to say,
it is understood and agreed that said A. H.
Ashburn owes the sum of three thousand
and eight hundred and ~~Twenty~~ ^{Seven} (3827)
dollars and fifty cents on the indebtedness
mentioned in this deed and no more - that
said negotiable note is preferred to the
bond - the negotiable to be paid in full
with all costs and interests first and before
any thing is paid on said bond -

It is understood and agreed that said
negotiable note is to be renewed and continued
from time to time according to the pleasure
of the Farmers Bank of Kansas City and
when said Bank refuses longer to renew or
continue said note, then said W. S. Holland
trustee, on being requested by any party inter-
ested shall after advertising for thirty
days proceed to sell all the property owned
at public auction for cash to the highest
bidder, and out of the proceeds, pay first
the ~~costs~~ and expenses of sale including
five per cent commissions on the goods

Amount of sales to said trustee, and secondly shall pay said negotiable note, or so much thereof as remains unpaid with all costs and interest; and thirdly shall pay so much of said bond as shall then remain unpaid receipting or crediting the same as ofresaid with the excess of ~~time~~ ^{time} ~~half~~ said negotiable note paid by said Ashburn; And shall pay the balance if any to said A. H. Ashburn his attorney or personal representation.

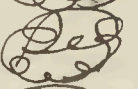
It is also agreed that said A. H. Ashburn shall have possession of said property till a sale is made and that he shall pay all taxes assessed against said property while in his possession. It is also agreed that said A. H. Ashburn shall have the right at any time to sell ~~for~~ ~~at~~ any of the property mentioned provided the purchase money is paid on the debts herein before mentioned. And the said parties of the first part warrant generally the title to the said land, and covenant that they have done no act to encumber the same except a small judgment or balance on judgment in favor of the Windsor Bank or A. P. Jamney Trustee for said Bank.

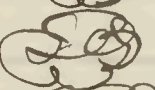
In case of a release deed, it shall be at the cost of the parties of this ^{first} party. And in all

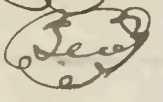
respects except as herein expressly provided
this trust shall be governed by the laws
of Virginia in such case made and provid-
ed.

Witness the following signatures and
seals this 14th day of May 1886

A. H. Ashburn 
S. C. Ashburn. 

Joseph H. Duck 

J. M. Duck 

J. J. Duck 

STATE OF VIRGINIA,

County of *Isle of George* - , To wit:

I, *Bury C Roberts* , a Notary Public in and for the county

aforesaid, in the State of Virginia, do certify that

S C Ashburn

the wife of *A H Ashburn* , whose names are

signed to the writing above, bearing date the *14th* day of *May* , 188*6*,

personally appeared before me, in the county aforesaid, and being examined by me privily and apart

from her husband, and having the writing aforesaid fully explained to her, she, the said

S C Ashburn

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 *15th* day of *May* , A. D. 188*6*.

Bury C Roberts

NOTARY PUBLIC.

Bury C Roberts Notary Public

STATE OF VIRGINIA,

County of *Isle of Wight* - , To wit:

I, *Bury C Roberts* , a Notary Public in and for the said

county, in the State of Virginia, do certify that

A H Ashburn

whose name *is* signed to the writing above, bearing date the *14th* day of *May*

188*6* , has acknowledged the same before me in the county aforesaid.

Given under my hand this *15th* day of *May* , A. D. 188*6*.

Bury C Roberts

NOTARY PUBLIC.

Ashburn A. H.
and wife
To B. C. Roberts
Trust

Hill and Co. S. Trustees

May 20th - 1886, Recd.
with cert. of B. C. Roberts
N. P. as to acknowledgment of
A. H. Ashburn & wife &
children.

June 7th 1886
Adm. are att. N. P.

Received & verified
according to law.

Received Ashburn
No. 50 page 184.

May - - - 4.9"
Feb - - - 2.11"

Adm. to W. S. Hill and
by Rogers
CC

In the Clerk's Office of the County Court
of Isle of Wight County, the 7th day of
June 1886 This Deed of Trust from
A. H. Ashburn and wife to W. S.
Hill and Trust, was admitted
to record on the annexed certifi-
cate of B. C. Roberts, a Notary Public.

Teste

A. S. Young clk.

Decoll et al, 7

v. } In clay

Aschurstals

Aschurst A. H. Stur

To } In clay

Hall and W. S. Stur

Edit. "W" find
with the Bill.

Duck et. als.

vs

Docket No. 19

Ashburn et als.

On motion of the complainant it is ordered
that this suit be stricken from the docket.

Duck et als.

vs

Ashburn et als.

D E C R E E

To be entered.

April 22, 1901.

Duck et. als. }
vs. }
Ashburn et. als.)

This cause came on this day to be again heard on the papers formerly read and on the report of sale, collection &c. by Spe. Comr. W.S.Holland pursuant to a former decree herein and was argued by counsel on consideration whereof the court doth adjudge, order and decree, that said report of W.S.Holland Spe. Comr. be, ~~and~~ the same is hereby ratified and confirmed, it appearing to the court that each and every item in said report is sustained by a voucher, and the court doth further adjudge, order and decree that the sale of the lots and lands in said report named sold to J.H. Duck, be, and the same is hereby ratified and confirmed, that said J.H.Duck pay the unpaid costs of this suit and said sale and file his receipt as assignee of I.W. & J.J.Duck for the balance of said purchase price of said property as in said report stated and when that is done then the said W.S.Holland who is hereby appointed a Spe. Comr. for that purpose execute and deliver to said J.H.Duck a good and sufficient deed for the lots and lands reported sold to him and that said Spe. Comr. W.S.Holland report to court.

The court doth further adjudge, order and decree that W.S.Holland Spe. Comr. appointed by a former decree herein, after first having advertised the same, proceed to sell the interest of ⁱⁿ A.H.Ashburn the vacant lot in the rear of the Abbitt and Christian Church lots at Windsor on the same terms as the sale herein before ordered and make report to Court.

Duck et. als. }

vs. }

Ashburn et. als.

.....

DE C R E E .

To be entered.

*Cont
April 1893*

*Contin #33
r
copied*

Duck et, al.

vs.

Atkins et, al.

This cause came on this day
to be again heard on the papers formerly
read and on the report of R. A. Edwards
~~of~~ ^{with proper vouchers} Receiver, and was argued by counsel
on consideration whereof the court doth
adjudge order and decree that said report
of Receiver Edwards be and the same is
hereby ratified and confirmed and
the court doth further adjudge order
and decree that said R. A. Edwards receive
by the sum of \$173.03 balance in hand
as per his report to W. S. Hall and
the Special Commissioner in this cause
taking his receipt therefor and file
the same in the papers in this cause
and when said sum is paid in full
and said receipt ^{is} filed said receiver
R. A. Edwards shall be deemed of
all further liability and responsibility

• Duck et al,

• rs,

Ashken et al,

De cin

To be entered

CMS

Jan 20, 1891

Entered,

Duck et al,

vs

Ashburn et al.

This cause came on this day in vacation in the city of New York by count of parties and pursuant to an order herein entered at the October term 1887 upon the papers formerly read, the bill of Complaint taken for confessed as to the defendants C. A. P. Abbott and Dr. Franklin Pierce on the answer of A. H. Ashburn, R. L. Ashburn, in his own right and as trustee, S. J. Carr trustee, E. J. Chapman, R. A. Chapman and W. N. Butler with general replication thereto, on the depositions of witnesses, on exhibits filed, on the report of S. P. Jany to which no exceptions are filed and was argued by counsel on consideration whereof the Court doth adjudge order and decree that said report of S. P. Jany be and the same is hereby ratified and confirmed, that the deed of Trust from A. H. Ashburn to S. J. Carr for the benefit of R. L. Ashburn and C. A. P. Abbott, the deed from A. H. Ashburn to said R. L. Ashburn dated Oct. 19th 1885 conveying the Chapman land, the deeds from said A. H. Ashburn to H. Pierce and W. N. Butler, and the deeds of Trust from said Butler & Pierce for the benefit of said A. H. Ashburn be and

the said deeds are hereby set aside as fraudulent and void as charged in the bill of complaint, and that W.S. Hallam who is hereby appointed a special Commissioner for that purpose proceed to sell the lands in the deeds mentioned and the lands in the report of said A.P. Gary as not being conveyed to any one after advertising the same for 30 days by hand bills posted at different public places at the Court house door of Isle of Wight County on some day next day for Cook to pay costs of this suit including a fee of \$250 to W.S. Hallam Counsel for plaintiffs and expenses of sale and the balance on a credit of ~~two~~ ^{one} and ~~four~~ ^{two} years, lands and security required of purchasers and title retained till further order of this Court, but the said W.S. Hallam shall not enter upon the discharge of his duties herein as special Commissioner until he shall first enter into a bond with security deemed sufficient by the Clerk of the Circuit Court of Isle of Wight County in the penalty of four thousand dollars for the faithful performance of his duties under this and all subsequent decrees in this cause and the said W.S. Hallam shall make report to Court of his doings under this decree

and said W.S. Hall and trustee in a deed
from A.H. Ashlin & wife for benefit of
~~Trust~~ and Honor Bank of Kansas
and J.H. Dusk shall also make report
of amount of sales already made by
him as trustee and to whom paid.

It is further ordered that the injunction
herein awarded by the Hon. Sec. Blaw in
October 1886 be and the same is hereby
made perpetual

And it is also ordered that
said W.S. Hall and counr. after he has
given his bond before the clerk as jurors
shall collect from R.A. Edwards Sheriff
any amount or sum of money less his
commissions on same collected by said
Sheriff on account of rent or any of
the lands in this Court mentioned and
said W.S. Hall and shall make report to
Court of the amounts so collected, and
it is also ordered that said W.S. Hall and
commissions after having given said bond
of four thousand dollars shall proceed
to collect by distress, by suit or
other wise any amounts ^{and interest} due by parties
who have occupied any of the lands in
the bill mentioned on account of rent or
on account of use and occupation and make
report to Court.

Duck et al.

vs

Asburn et al.

1888 Jan'y 27th.

In vacation.

To the clerk of the
Circuit Court of Isle
of Wight County, Va

To be entered.

X

Duck H et al

vs

Ashburn et al

This cause come on
this day on the motion of the defendants
to set the cause for hearing in vacation
and upon argument of counsel for com-
plainants and for defendants where-
upon the court doth adjudge order
and decree that R. A. Edwards
sheriff of the county do proceed to
collect the rents and profits
on and for the lands and tenements
in the bill and proceedings mentioned
from the parties in possession of
the said lands and tenements and
the said sheriff told what money
he collects under this decree
till the further order of court and
make report to court, and it is
ordered that this cause be made
a vacation cause to be heard
in vacation after legal and proper
notice to the opposite party.

Rock 7
" 1/2 Clay
Ashburn

Oct. 22, 1857
Eaton Chi
Oct. 22, 1887
C. Moore

Eaton
no. 21.

Duck et als

vs {

Ashburn et als

This cause came on this day to be heard in vacation by consent of parties on the papers formerly read and on the report of A.P. Young Commissioner to which no exceptions were filed and was argued by counsel on consideration whereupon the court doth order ad judge and decree, that ^{said} W. S. Hall and trustee in the certain deed of trust from A. H. Ashburn and wife for the benefit of Duck and others dated on the 14th day of ^{May} ~~July~~ 1886 proceed to sell the lands in said deed mentioned and included on the terms, conditions and notice in said deed mentioned, that ~~all~~ other matters of law or fact are reserved for future consideration

To the clerk of the Circuit Court of
Idaho County:

Duck it als

77

Asylum it als

In vacatun

To be intenc

May Term 1887

Chas. H. H. H.

Received in the
clerk's office 9th of
May 1884 and
entered, 1884.

Teste, A. J. Young etc

Duck and als
vs
Ashburn & als } In Chancery

In the Circuit Court of
Isle of Wight County, the 22^d day of Aprl
1887.

This Cause came on this day, and
on motion of the defendants A. H. Ashburn,
R. L. Ashburn, J. H. Can Trustee Franklin
Pierce, C. A. P. Abbitt, and M. A. ^{2d} Butts, leave
is given them to file their answers to the
Bill of Complainants, within Sixty days.

Duck and als ⁴
75 } In Charge.

Ashburn & als

April 22^d 1887

Deere
To be Entered.
C. M. Hill

Entered 41

Duck et. als.

vs M Chaney

Ashburn et. als.

This cause came on this day to be heard in vacation at the office of Hon. G. W. Hill in the city of Norfolk by consent of parties endorsed on the back of this decree and was argued by counsel, where upon the Court doth order, adjudge and decree that a Master Commissioners of the Circuit Court of Isle of Wight County take and report to Court an account of the liens by judgment or otherwise on the lands in the bill and proceedings mentioned conveyed to W. S. Hall and trustee by Ashburn and wife for the benefit of Duck et als by deed of trust dated on the 14th day of May 1886 and filed as exhibit in this cause. Also the annual & fees in fee value of the lands in this bill and the ceilings returned.

To the Clerk of the Circuit Court for Isle of Wight County, Virginia:

Feby. 25th 1887

C. W. Hill
Judge

Duck et. als. 1
vs { De cree

Ashburn et. als

To be entered —

Feb 27, 1887

Entered O.B. 5/6/58

We consent to the within
decrees and waive all
notice of an application
for its entry.

~~A. Ashburn~~

R. L. Ashburn

C. J. Chapman

C. H. P. Hobitt

R. A. Chapman

Franklin Pierce

Severus Carr

Trustee

Duck et al,

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

Ashburn et al,

This cause came on this day to be again heard on the papers formerly read, on the bill and answer with general replication thereto and on exhibits filed with bill and answer and on the depositions of witnesses taken and read and was argued by Counsel ~~for~~ for plaintiffs and defendants, on consideration whereof the court upon mature deliberation is of opinion from the evidence that the deeds from A. H. Ashburn to Franklin Pierce dated on the 18th day of October 1886 and recorded in the clerk's office of the county court of Isle of Wight county, the deed of trust from said Franklin Pierce to R. L. Ashburn trustee bearing even date with said deed to said Pierce and recorded likewise, and the deed from said A. H. Ashburn to R. L. Ashburn bearing date on the 19th day of October 1886 and duly recorded as aforesaid, and the deed ^{of trust} from said A. H. Ashburn to J. James Coar trustee dated on the 18th day of October 1886 and duly recorded as aforesaid, are fraudulent, being ^{made} ~~made~~ to hinder delay or defraud the said plaintiffs of and from an impending judgment as alleged in the bill of complaint and being of that opinion doth adjudge order and decree that the ~~said~~ deeds ~~and~~ and deeds of trust aforesaid and each of them be and they

He will be
C. Moore
Exhibit # 2

one hereby set aside and annulled as fraudulent
and void, and the Court doth further adjudge, order
and decree that W.S. Hall and who is hereby
appointed a special Commissioner for that purpose
proceed to sell the lands in the said several deeds
included and described at Sale of weight
Court house on some Court day at public
auction to the highest bidder after first
having advertised said sale for thirty days
by printed handbills posted at the C. H. door
and at other public places on the following
terms, cash one third, one third upon a credit
of twelve months, and the other third upon
a credit of two years taking from the
purchaser a bond with ^{good} personal security and
retainers, till the further order of
Court and that said Commissioner report to
Court, but before said Commissioner shall
enter upon his duties hereunder he or
some one for him shall enter into a bond
in the penalty of \$2500 - before the clerk
of this Court with surety by said clerk con-
sidered sufficient payable to the Commonwealth
of Virginia and conditioned for the faithful
performance of duty under this and all
subsequent decrees hereon

But the execution of this decree is suspended for ninety days, to all and the
defendants to apply for a writ of error or supersedeas to one of the Judges of the
Court appeals upon their, or some ^{one} for them entering into a bond in a pen-
alty of \$300⁰⁰ with security approved by the Clerk of this Court & condi-
tioned according to law

R.A.Edwards sheriff on a fifa against Dr. F.Pierce the sum of
\$69.20, making in all collected from all parties as above stated
~~295.91~~ *295.91*

Paid taxed costs as per vouchers	\$ 87.30
" crier " " "	7.50
" bills " " "	1.00
" commissions on land sales \$516	~~19.32~~ ~~25.50~~
" J.H.Duck lien creditor as per vouchers	70.00
" W.S.Holland attorney for J.H.Duck	~~100.10~~ ~~110.79~~
	\$295.91 \$295.91

This leaves nothing at all in hand.

Your commissioner recommends ^{the} sale of said land. None of the property has a clear title. Mrs. A.H.Ashburn has a contingent right of dower in two pieces and there is a dispute concerning the title to the other piece of land, this your commissioner does not think will amount to anything except the costs of litigation, but under all these circumstances he thinks the sale a good one. He knows the property was fully advertised and that the sale was fair in every way.

Your commissioner believes that by mistake a small bit of land at Windsor in the rear of the Abbitt and Christian Church lots belonging to A.H.Ashburn and not conveyed to any one is still unsold and not included in any conveyance made in these proceedings. The land is unimproved and only worth a small sum but one of the plaintiffs want it sold. It has no rental value at all. Your commissioner asks leave to sell it.

Respectfully submitted,

W. S. Holland

Spe. Comr.

Duck et. als.

vs.

Ashburn et. als.

The undersigned your special commissioner begs to report that pursuant to a decree herein of November 27th 1889 a copy of which is herewith filed, begs to report that he did not sel the lot in Windsor mentioned in the deed from A.H.Ashburn to S.J. Carr trustee, under date of October 18th 1886 for the reason that said lot was conveyed in a deed of trust long prior to the one last aforesaid by said A.H.Ashburn and wife to W.S.Holland trustee, to secure a certain debt due to Lassiter and Brockwell and the said beneficiary having directed a sale of said property, it was sold under said prior deed of trust and the debt therein secured was paid off leaving a balance of fifty-three (\$53) ~~dollars~~ and sixty-eight (68) cents which was paid over by said trustee to your commissioner. He begs to report that on the 1st day of December 1890 at the Court House in Isle of Wight County, it being County Court day he did sell the property in the other deeds set aside by said decree at public auction to the highest bidder in three parcels at which sale J.H.Duck became the highest bidder and purchaser at the price and sum of \$271 for the half interest in the Academy lot, \$90 for vacant lot near Baptist Churchm in Windsor and \$205 for Chapman farm near Zuni Va. making in all \$516 for lands. Mr. Duck has not paid me one cent on this property, but in as much as he is a lien creditor and desires to pay all at once and have the purchase price applied as a credit your commissioner can see no reason why his wishes may not be granted and therefore submits the proposition to the court. Your commissioner has collected from R.A.Edwards, Receiver, the sum of \$173.03 and from

No. *W. S. Holland & Co.*

Dend et al.

VS.

Askleum et al.

1891
Oct. term.

Report of Sole & Co.

by W. S. H. Spec. Com.

Filed in the cause

Octo. 24th 1891,

A. P. Young

Recd. August 1891 of Robert Prerson by the hand
of his son B. F. Prerson in part on bond
for horse, the sum of forty dollars,
this amount is credited on the bond
under date of Aug. 12th

53.68 Bal. Abill Lot
 173.03 " { wanted }
 50.00 { R. A. Sanders }

 276.71

53.68 W. S. H. Luster Abill Lot
 173.03 R. A. Sanders, recd.
 Dr. F. Pierce paid

Paid out
 36.48 J. F. Ely
 1.80 Britt
 70.00
 7.50 Cline

 115.78
 28.30 Cash

 144.08
 16.50 with tax fee

 160.58