

1909-004 Chancery Causes, Excell M. Scott, by v c vs William Floyd Scott v d
Dale of Wright County

Other surnames: Stagg,
White, Randolph, Thomas,
Gay, Gray, Rouse,
Johnson, Chapman

Scott, Erceel M ①
vs W. J. Stage
v

Scott, Wm F. Long et al

Bill of Complaint -

1st June rules 1903. Bill
and exhibits filed, sum. admitted
vs. all adults & or. misc as to them.
J. W. Thomas appointed guardian
ad litem for infant defts

2d June rules 1903. Bill
taken for confession, and
case set for hearing.

June term 1904 de la Paro aut de

proper orders and inquiries may be made
and that they may have all such other, fur-
ther and general relief that the nature
of their case may require or to Equity shall
seem meet, & your Complainant will
ever pray

Ernest M. Scott &
W. Joe Stagg

R. S. Thomas

L. S.

Virginia

County of Wright County, A. M.

J. R. S. Thomas

a Notary Public for the County aforesaid in the
State of Virginia do hereby that W. Joe Stagg

— the plaintiff
in the foregoing bill personally appeared before
me in my said County and made oath
the statements contained in the said bill
are true and correct to the very best of his
Knowledge, information and belief,
Given under my hand this 1st day of June
A. D. 1903

R. S. Thomas

J. A. White her father, as an individ-
ual and as administrator of the said Emma
J. White, and Sarah Ada White his
present wife, ^{and F. W. Randolph} he made parties defen-
-dant to this bill and he required to an-
-swer the same. The answer under oath
being hereby waived: That a proper
guardian ad litem be appointed
to defend the rights of the said Olive
A. White - an infant under the age of
twenty one years: That a special
commissioner be appointed to receive
of and from the said F. W. Randolph
the said sum of \$73.56 and on the
payment of the same by him to make to
him a good and sufficient deed in fee
-simple with specie warranty for the
tract or parcel of land bought by him under
his agreement with the said Emma J. White
and Jos. A. White of the 19th of January
1900 as aforesaid: That the unsold por-
-tion of the 4 acre tract herein above and
before spoken of in paragraph 12 of this bill
may be sold in two parts or parcels
as therein mentioned ^{or as much thereof as necessary} and the proceeds ap-
-plied to the repairs ~~needed~~ on the dwelling
house and store so urgently required by them:
That proper process may issue: That all

F. W. Randolph as aforesaid, or so much thereof as may be necessary ought to be appropriated to the repairs needed in the two story addition to the house in which your Complainant, her sister her father & his family live, and to the repairs needed in the store adjoining to their residence as aforesaid.

13 In the event of the Death of your Complainant - under the age of twenty one years without issue, her sister Olive A. and her father the said J. A. White would be her sole heirs and Distributors.

14 R. S. Thomas, attorney at Law hereby gives notice to all parties connected or concerned in this suit - that he shall ask the honorable Circuit Court of this county for a proper fee for his services in this suit -

16 In under consideration whereof, and for as much as your Complainant is without remedy at law, and can only be relieved by the aid of this honorable Court of Chancery where matters of this kind are alone and properly cognizable, & relievable to the end that justice may be done in the premises, your Complainant prays that Wm. Floyd Scott her husband, Olive W. White her sister aged 6 or 7 years of age

rain to descend ^{upon} ~~into~~ the floors of the house.

The rear end of the stone house attached to the dwelling needs a new roof, new timbering, lathing and plastering and has needed it for a long time past; and the stone, as well as the annex to the house sorely needs immediate repairs, and there is no money in the hands of the said J. A. White, administrator as aforesaid to pay for these urgent repairs.

11 12

The sale made by the said Emma J. White ^{and J. A. White} to the said F. W. Randolph on the 19th of January 1900 of a part of the 4 acre tract of land as herein above and before stated leaves about one half of that land unsold and it has been roughly and without any survey land off into two parts, viz part 1 fronting on the said road leading from Smithfield to Burwell Bay and bounded by it on the East and by the part, or parcel sold to Randolph on the West: Part 2, fronting on the aforesaid road and bounded by it on the East & by Pagum Brook on the West. This property is unimproved, without a tenement house of any kind or character, & is ^{only} an expense to the Complainant and others. This property ought to be sold, and the proceeds, ~~added~~ together with the \$73.56 cents due by the said

the said sum of \$73.56 - the balance due on the purchase price of the ~~house~~ tract of land as aforesaid under the agreement of the 19th of January 1900 as aforesaid to any one legally entitled to the same who could make him a good and sufficient deed for the said ~~house~~ tract of land so bought by him as aforesaid, but there was no one who could legally receive the said balance of the purchase money and make him a good and sufficient deed for the same.

10. There was no failure or refusal by the said F. W. Randolph to cut ^{or back} any logs under the agreement aforesaid, and there was no notice given him ~~that~~ by the said Emma J. White, or by any one else representing her, that she did not desire any more logs to be cut under the said agreement.

11. The rear portion of the house and home of your complainant, of her sister Olive A. White, and of her father J. A. White and his family, a two-story annex of some 16 x 42 ^{ms. and for a long time past has been} is in ^{an} exceedingly bad condition, ^{needing} ~~needs~~ a new roof, new tinning, new sheathing, plank, new lathing and plastering, and leaks so badly that buckets and pans have to be set about in the house to catch the rain. The leaks in the roof for a long time past have caused the lathing & sheathing & the plastering to rot, and the

thousand feet of all logs cut under and by
virtue of this agreement", as will be seen
by the agreement here with filed as Exhibit
"D" and prayed to be taken as a part of this
bill.

7 That the said F. W. Randolph paid on the
said deferred payment of \$ 566.62
on February 16th 1900, the sum of 87.98
on April 2nd " " " 103.55
" May 5th " " " 101.87
" to July 2nd " " " 90.45
" August 25th " " " 109.21 493.03
as will be seen by his receipts 73.56
here with filed as Exhibits 1. 2.

3. 4 & 5 and prayed to be taken as a part of
this bill leaving a balance of \$73.56 on the purchase
of the ~~4~~ tract of land above mentioned.
8 That the said Emma J. White died on the
said 26th day of July 1900, and so: A.
Where her husband qualified as admin-
istrator upon her estate as the County
Court of Issa of Wright County on the
6th day of August 1900 as may be seen
by a copy of the order of the said Court
here with filed as Exhibit "E" and prayed to
be taken as a part of this bill

9 That the said F. W. Randolph is ^{now} and always
has been ever since the death of the said Em-
ma J. White as aforesaid ^{willing and prepared} ready to pay over

Thousand feet, - board measure, until such rate and price for logs sawed as aforesaid, shall equal and amount to the said sum of \$ 566.62, the balance of the agreed purchase price of the said property as aforesaid."

It was mutually covenanted and agreed between the parties aforesaid [the said Emma J. White, Jos. A. White and F. W. Randolph] that, in the event of the failure, or refusal of the said F. W. Randolph to cut the said logs, according to his covenant in that behalf, or to complete

the cutting as aforesaid, or in the event the said Emma J. White should not deliver to be cut sufficient logs, the cutting of which under this agreement would amount to the sum of \$ 566.62, the balance of the purchase price as aforesaid, which is optional with her, then, and in that event, the said F. W. Randolph, shall within six months from his failure, or refusal to cut logs as aforesaid, or within six months from the time the said Emma J. White shall notify

him she desires no more logs to be cut under this agreement, pay to the said Emma J. White, the balance which then may be due on the purchase price of the said property with interest on such balance from the date of this agreement, first crediting the said purchase price with the agreed price per

to Survey Court-House: Thence N. $86\frac{1}{2}$ W
 fifty seven feet to ordinary low water mark
 on Pagan Creek: thence along ordinary
 low water mark of Pagan Creek to the point
 of beginning with its appurtenances, together
 with a right of way, so long as the said F. W.
 Randolph may own the above described land
 but no longer over and across the land of
 the said Emma J. White lying between
 the land hereby agreed to be conveyed and the
 said County road, as now located, over the
 said land of the said Emma J. White to
 the land hereby agreed to be conveyed to the
 point designated by an iron stake twelve
 feet from the gate post aforesaid of the
 said gate. And, "one 45 horse power
 saw mill, built by Ettinger and Edmonds
 and one engine and boiler, all of which are
 now on the land agreed to be conveyed, together
 with each and every article pertaining or
 belonging thereto" for the sum and price
 of Three Hundred and thirty Three
 Dollars and thirty eight cents cash and
 Five Hundred and sixty six Dollars and sixty
 two cents "to be paid by sawing for the said E.
 J. White at the said saw-mill such logs as E.
 she may deliver, at the chute of the said mill
 at the rate and price of Three Dollars per

333.38

566.62

900.00

from Smithfield to Burwell Bay, the land of Isaac Thomas and this formerly occupied as a mill seat by Bergen & Wrenn containing by estimation four acres be the same more or less" which was added in acres and not by the acre:

5 The Deeds for the purchase price and conveyance of the three said several tracts of land are herewith filed as exhibits "A" "B" & "C" and prayed to be taken as a part of the bill.

6 That on the 19th day of January 1900 the said ~~Isaac Thomas~~ Emma J. White and J. A. White her husband sold to F. W. Remondolph "all of that certain tract and parcel of land situate, lying and being in the County of Isley Wright in the State of Virginia, near the town of Smithfield, bounded as follows: Commencing on Pagan Creek at the corner of the lands of Isaac Thomas thence N. $10\frac{1}{2}$ E. one hundred feet to a cedar stub; thence S 81 E. one hundred and fifty three feet to a pine in run tree; thence N. $62\frac{1}{2}$ E. Eighty three feet to an iron stake corner on the lands of the said Emma J. White and V. Wrenn; thence S 22 E three hundred and forty three feet to an iron stake, twelve feet from the gate post on the County road leading from Smithfield

J. A. White now resides, adjoining the lot of J. A. Gager, Margaret-Marshall and the land of O. G. Deek and now known as the J. A. White Lot" which was the dwelling house of the family with a store house adjoining. (2) "if "all that certain other piece and parcel of land lying and being in the ^{town} ~~county~~ of Smithfield, county of Isler of Wight and State of Virginia being a part of The Gum House Lot which begins at the junction of the line between J. O. Thomas and The Gum House Lot in Main Street of the said town at a culvert which is the corporate limits of the said town, runs thence up between the said street and The Gum House Lot a distance of about - (78) Seventy Eight feet - to an oak tree thence back through the said Gum House Lot in a straight line about - (187) One hundred and Eighty Seven feet - to a Cherry tree, thence in a straight line parallel with the ^{said} ~~street~~ ^{to the} ~~street~~ ^{line above} mentioned between the Gum House Lot and J. O. Thomas' line, thence up the said line to the point of beginning: and (3) "That certain other piece and parcel of land situate, lying and ~~being~~ being in the county of Isler of Wight and State of Virginia adjoining the town of Smithfield and bounded by Pagan Creek, the public road leading

line above

To the Honorable Robert-R. Poentis

Judge of the Circuit-Court of the County
of Loudon - in Chancery sitting

Humbly complaining sheweth unto
the court, your complainant - Excell

M. Scott, the wife of Wm. Floyd Scott

by W. Joe Slagg, her next friend,

1 That Emma J. White, ^{the wife of J. A. White} died in the town of
Smithfield, Va. on the 26th of July 1900

intestate, and left surviving her, her
husband the said J. A. White, your

complainant - ^{Excell M. White} ~~husband~~ ^{husband} ~~her~~, then between

sixteen and seventeen years of age, and

Olive M. ^{then} ~~then~~ between three and four
years of age.

2 That the said ~~to~~ Excell was married to
the said Wm. Floyd Scott on the 20th of
February 1901, and is now nearly twenty
years of age.

3 That on the said day ^{the said 20th of February 1901} the said J. A. White
married Sarah Ada Scott.

4 That the said Emma J. White, the
wife of the said J. A. White, died as afore-
said on the said 26th day of July 1900

seised and possessed of the following real estate
viz. " All of that certain house and lot-
with its store and leanments in the town
of Smithfield on the West-Side of Main
Street of the said town in which he, the said

ments in the bill contained. He prays full justice
- him for the said infant Defendant. And now
having fully answered these Defendants pray
hence to be dismissed with their costs &c.

Olive N. White by
J. Haverley Thomas her
guardian ad litem
and J. Haverley Thomas
guardian ad litem to the
said Olive N. White

Virginia

Isle of Wright-County to-wit-

I R. S. Thomas

a Notary public for the County of Isle of Wright-in
the State aforesaid do certify that J. Haverley Thomas
guardian ad litem to the infant Defendant
Olive N. White personally appeared before me in my
County aforesaid and made oath that the statements
contained in the said answer are true
Given under my hand this 3 day of July
A.D. 1903

R. S. Thomas

Notary Public.

Scott Execut m²
in W. for Slugg
V. In Chancery

Scott, Wm. F. L. J. Del.

Answer of Infant
Defendant by Guardian
-me ad litem

Erceel M. Scott wife of Wm. Floyd Scott by Wm. Joe
Slagg, her next friend plainiff
against -

Wm. Floyd Scott, Olive A. White, Jos. A. White
as an individual, and as administrators of Emma
J. White, Sarah Ada White and F. W. Remondph. Dft

The answer of Olive A. White, an infant - under
the age of twenty one years by J. Waverly Thomas
her guardian ad litem appointed to defend her in
this suit - , and the answer of J. Waverly Thomas
guardian ad litem to the said infant Olive A. White
to a bill in Equity exhibited against the said Olive
A. White and others in the Circuit Court of Isle of
Wight County by Erceel M. Scott, wife of Wm.
Floyd Scott by Wm. Joe Slagg, her next friend.

For answer to the said bill the said infant Defendant
by J. Waverly Thomas her guardian ad
litem says answers and says that being of tender
years she does not know what her true interests
are in relation to the subject matter of the bill
nor does she know whether the statements
therein contained are true or not. She confides
the protection of her interests to the protection
of the Court. And the said guardian ad litem
to the said infant Defendant for answer to
the said bill answers and says that he knows
nothing as to the truth or falsity of the State -

Scott, Excel m ⁽³⁾
per class

v

Scott, Wm Fly 1 et al

The answer of
F. W. Randolph.

to receive the money, who could make him
a Deed to, and for the said land, He asks that
he may pay over the said balance to a special
commissioner of this Court, who, on receiving
the same, may make him a good and suf-
ficient Deed to, & for the said tract of land bought
by him as shown by the agreement aforesaid.

This Defendant - performed his ^{said} contract - and
agreements with the said Emma J. White &
Jrs: A. White fully and completely, & never recei-
-ved any notice from her, or from anyone repre-
-senting her that she did not desire any more
logs to be cut under her said Agreement.

And now having answered the Com-
-plainant's bill in all matters essential for
him to answer this respondent prays hereto
be dismissed with his reasonable costs in this
behalf expended. And he will swear &c.

F. W. Randolph

Excell M. Scott, the wife of Wm. Floyd Scott
by Wm. Joe Slagg her next friend
Against-

Wm. Floyd Scott, Olive A. White, Jos. A.
White as an individual and as administrators
of Emma J. White, Sarah A. White and F.
W. Randolph.

The answer of F. W. Randolph to the Bill of
Complaint exhibited against him and others
in the Circuit Court of Isley Wright County
by Excell M. Scott the wife of Wm. Floyd Scott
by W. Joe Slagg her next friend

This defendant in answer to the said bill of com-
plaint, or to so much thereof as it is material
for him to answer, answering says,

That he purchased of Emma J. White and Jos
A. White her husband on the 19th day of
January 1900 the tract ^{as mentioned and described} or parcel of land in
their agreement with him of that date duly
admitted to record in the County Court of Isley
Wright County in D. B. 65/page 58 and
filed with the Complainant's bill so exhibit-
will shew: That he made the pay-
-ments ^{on that purchase} as shewn by that said bill and owes the
balance of \$73.56 as stated which he is now, and
ever since the same has been due, has been ready
willing and anxious to pay to ~~any~~ ^{any} one enti-

Scott, Ernell M. (D)
her class

v

Scott, Wm. Floyd et al

Answer 2

Jos. A. White

as alleged, who made the payments as set forth in the Complainant's bill, owes the balance due as stated, and in payment of the same ought to receive a deed for the parcel of land bought by him.

The remainder of the said four acre tract ought to be sold for it is without a tenement house of any kind, is vacant, and incured, has to pay taxes, and brings in no rent, or income of any character. The balance due from F. W.

Randolph, and the net sales of the remainder of the four acre tract which cost ^{sell} my wife

Emma J. White, only seventy five dollars is will be required to make the absolutely necessary repairs in the Store-House, and on the Dwelling house, which we use, and occupy.

I have laid out the balance of this four acre tract into two parts, ^{as I have in the Complainant's bill} as I believe it ought to be sold, and I recommend and suggest that in the two parts, or parcels, as mentioned.

to be sold

And now having fully answered the Complainant's bill this respondent prays hence to be dismissed with his reasonable costs in this behalf expended: And he will ever pray &c

Jos. A. White
as an Individual
& administrator of
E. J. White

Excell M. Scott, the wife of Wm. Floyd
Scott by Wm. Joe Slagg her next-
friend Plaintiff

against -

Wm. F. J. Scott, Chas. A. White, Jos. A. White
as an individual, and as administrators of
Emma J. White. Sarah Ada White and F. W.
Randolph Defendants.

The answer of Jos: A. White as an individual
- al, and as administrator of Emma J. White
to the Bill of Complaint - exhibited against - her
and others in the Circuit Court of Sale of
Wright - by ~~to~~ Evell M. Scott, the wife of Wm
Flynn Scott by William Joe Stagg, her next friend

This Defendant answering says, that it is true as stated in the Complaint and Bill, that his wife died on the 26th of July 1900, ^{leaving the children and} seized and possessed of a small amount of personal estate and of the real estate in the bill mentioned: that he qualified as administrator on her estate in the County Court of Isle of Wight on the day named and has no money in hand to make the repairs in the store house, and in the addition to the dwelling house as mentioned which are urgently required and occasioning daily & great losses for the need of them: that the sale of a part of the 4 acre tract was made by F. W. Randolph.

Executed on W^m Scott & Son N White
J. A. White and on J. A. White & Son
Sarah A. White and J. W. Ranolph by ad-
ding a copy to each Aug. 29th 1903.

Lo A. Edwards Shiff

Scott per fund

SUBPOENA
IN
CHANCERY.

vs.

Scott, White & Son

O. S. Thomas p. 9

To First June Rules,
Second Court.

✓ 1903

B3119

The Commonwealth of Virginia,

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

WE COMMAND YOU that you summon *Wm Lloyd Scott, Chas M. White* an infant under the age of twenty one years, *J. A. White* as an individual and as administrator of *Emma J White and Sarah A. White* his wife and *F. W. Randolph*

to appear at the Clerk's office of the *Circuit* Court of the *County* of *Isle of Wight* at the rules to be held for the said Court, on the *First* Monday in *June* 1903, to answer a bill in chancery, exhibited against *them* in our said court. ~~for~~ by *Orrell M. Scott, the wife of Wm Lloyd Scott* by *W. Joe Stagg* her next friend

And have then there this writ. Witness NATHANIEL F. YOUNG, Clerk of our said court, at the court-house, the *23^d* day of *May* 1903, and in the 127 year of the Commonwealth.

N. F. Young cl.

Executed by delivery to each of the within
named. Jos A White as an individual and
as agent of E J White 10 F Street. Sarah Ada
White F W Randolph and J Weaver Thomas
Grand. and return of Oliver H White a true copy
of the within notice July 21st ad 1903
R. A. Edwards

Ernest W. Scott

My dear Mr. Scott
your letter has just
been received

Wm. Henry Scott

To William F. J. Scott, J. A. White as an individual, and as administrators
of E. J. White, Sarah Ada White, his wife, F. W. Randolph, and Olive P.
White, by J. Waverly Thomas, her guardian ad litem

Take notice that I shall on the 29 day of July 1903 ~~187~~, next, at
the Office of R. S. Thomas in the town of

Smithfield between the hours of 8 a. m. and 8 p. m. of that day, proceed

to take the Depositions of B. P. Gay, J. W. Gray, & others

and others, to be read as evidence in my behalf, in a certain suit in
Chancery, depending in the Circuit Court of DeKalb County,

wherein Ernie M. Scott, by W. Joe Stagg, her next friend is
complainant, and J. C. are

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

Respectfully.

To the Sheriff of
County to execute.

} Ernie M. Scott, by W. Joe Stagg
her next friend
R. S. Thomas
their Counsel

July 20th 1903,

Scott per ⁹forward

at } Depositions

Scott White et al

Filed August 13th 1903

State of Virginia,
County of Isle of Wight, to-wit:

I, W. L. Folk a Notary Public in and for the county aforesaid
do certify that the foregoing depositions were duly taken, sworn to and
subscribed to before me at the time and place mentioned in the caption
thereto and pursuant to the annexed notice.

Given under my hand this 29th day of July 1903

W. L. Folk Notary Public
My Commission expires Oct., 19., 1903

Notary Fee \$5.00

William L. Folk,
Attorney and Counsellor,
Smithfield, Va.

so badly that it has rotted the sheathing, and the laths and is rotting the second floor. The plastering is broken and is still further breaking down and the annex ought to be repaired at once for it is practically uninhabitable, the water coming in is rotting the ground floor. The rear end of the store is in an exceedingly bad condition and needs a new roof new floor and new sheathing and ought to be entirely rebuilt. The roofs of all of the building need painting badly.

3rd. In answer to the third interrogatory the witness says,

I know the land spoken of in the bill as lately the Bergen & Wrenn Mill site, the part sold to F. W. Randolph and the part laid off into two lots all very well indeed. The land is vacant and worthless as it stands, not occupied not bringing in any revenue at all. I advise the sale of the two lots or parcels ~~xxx~~ as laid off by J. A. White and the investment of the proceeds of the sale in the greatly needed repairs and rebuilding of the annex and the stores as before mentioned.

4th. In answer to the fourth interrogatory the witness says,

If the proceeds of sale of these two lots or tracts of land above spoken of are not enough to complete the repairs and rebuilding above spoken of the I urgently advise the appropriation of the sum of \$73.56 spoken of in the bill which has been read to me to the said repairs and rebuilding. They are urgently needed and ought to be done just as early as possible.

And further this deponent saith not,

B. P. Gay.

William L. Folk,
Attorney and Counsellor,
Smithfield, Va.

house mentioned is in very bad condition indeed, it needs a new roof, lath and plastering and a new floor, it leaks so badly that the use of it has been abandoned entirely. The rear of the store is in exceedingly bad condition, it needs a new foundation, roof and floor, it leaks very badly and you can see clear through the roof in a great many places. It is practically useless and needs rebuilding at once.

3rd. To the third interrogatory the witness says,

I know the piece of land in the bill mentioned as lately the Bergen & Wrenn Mill site, and have known it for twenty years or more. I know the part sold to F. W. Randolph and I know the other two parts of the tract of land as laid off by Mr J. A. White. These two parts are unoccupied, not paying taxes and bringing in no revenue whatever. I advise the sale of them and the appropriation of the proceeds of sale to the repair and rebuilding of the annex to the dwelling and the rear part of the store.

4th. To the fourth interrogatory the witness says.

If the proceeds of the sale of the two tracts or parcels of land just mentioned are not sufficient to complete the repairs to the annex and to the rebuilding of the rear of the store, Then I urgently advise the appropriation of whatever Mr Randolph owes to the purposes and objects mentioned. All of the Houses on the Joe White lot, the dwelling lot, needs painting badly.

And further this deponent saith noT.

A. P. Gay

B. P. Gay a witness of lawful age after being duly sworn deposeth and saith as follows;

1st. In answer to the first interrogatory the witness says,

I have known the parties to this suit, some of them all of my life and the others for five or six years.

2nd. To the second interrogatory the witness says,

I know the House and lot on which Mrs Erzell Scott, her husband, her Father and wife and his daughter lives and have known it for ten years. The annex of some 20 x 40 is in very bad condition indeed, the tin on the roof has rusted terribly, *William L. Folk,* and has leaked so ~~badly~~ *Attorney and Counsellor* ~~much~~ *Smithfield, Va.*

or more. The annex to the building in the bill and proceedings mentioned a building of some 20 x 40 is in very bad condition. It needs a new top and repairs generally. The plastering has nearly all fallen down caused by leaks in the roof. The laths are all rotten, it is not habitable. The rear part of the store is in bad if not worse condition than the annex and needs repairs at once, it is useless as it is with roof and floors all rotten. The roofs of all of the houses on the lot needs painting badly.

3rd. To the third interrogatory the witness answers as follows.

3rd. I know the Bergen & Wrenn Mill site very well indeed. I know the part sold to F. W. Randolph and the part that remains and that has been laid off in two parts as is mentioned in the bill that has been read to me. They ought to be sold as laid off and the proceeds of sale ought to be devoted to the repairs of the annex and on the store that are so badly in need of them. These two tracts of land are unoccupied and bring in no revenue whatever.

4th. In answer to the fourth interrogatory the witness says,

If the proceeds of sale of the two tracts of land just mentioned are not sufficient to complete the repairs on the annex and the store before mentioned then I advise that whatever is due by F. W. Randolph be so applied to those urgently needed repairs.

And further this deponent saith not. *Wm G Rouse*

A. P. Johnson a witness of lawful age after being duly sworn deposeth and saith as follows,

1st. To the first interrogatory the witness says,

I know all of the parties to this suit and have known them for several years,

2nd. To the second interrogatory the witness says,

I know the House and lot occupied by Mr White and his family very well indeed and live opposite it and have lived there for some six or seven months. I am a wheelwright by occupation. I examined the house and store mentioned last winter and also yesterday with Mr Rouse, The annex of the

William L. Folk.
Attorney and Counsellor,
Smithfield, Va.

on the roof. It leaks dreadfully, it needs more lathing and plastering and a new floor. In every rain they have to set buckets on the floor to catch the water. The rear part of the store, some 20 feet by 24 feet needs rebuilding entirely, it is very rotten indeed and I dont see how it can be repaired without being taken down entirely and largely rebuilt.

3rd. To the third interrogatroy the witness answers as follows,

I know the land spoken of as the Bergen & Wrenn Mill site very well indeed and have known it a long time, I know the part that was sold to F. W. Randolph, and the balance of the tract that was laid off in two parts, as mentioned in the Bill which has been read to me. It is unoccupied piece of land bringing in no revenue at all, paying no taxes, of no profit to the owners and I advise and urge a sale of this land and the appropriation of the proceeds of such sale to the repairs of the dwelling house and store heretofore mentioned in these depositions.

4th. To the fourth interrogatory the witness answers as follows,

The proceeds of sale of the tract of land just mentioned , if not sufficient to complete the repairson the annex and the store so urgently needed, I would cordially advise the appropriation of the \$73.56 due by F. W. Randolph as mentioned in the complainants bill to the completion of those repairs needed so badly. All of the buildings on the premises needs painting badly.

And further this depoant saith not.

W. G. Rouse

W. G. Rouse a witness of lawful age being duly sworn deposeth and saith as follows,

1st. To the first interrogatory the witness answers as follows,

I have known J. A. White some thirty years or more and I have known all of the other parties from their infancy up.

2nd. To the second interrogatory the witness answers as follows,

I know the House and lot on which Mrs Scott, her husband and sister and her Father and his wife resides and have known it for twenty years or

William L. Folk,
Attorney and Counsellor,
Smithfield, Va.

which has been laid off since by J. A. White in two parts for the purpose of sale of them, if so, state state what you may know of them and if you would advise a sale of these and the investment of the proceeds of sale in the repairs of the store, and the dwelling house in the bill and proceedings mentioned.

4th ., If the proceeds of the sale of those two pieces of of land were not sufficient to complete the said repairs, would you advise the balance due by F. W. Randolph on his purchase to be also appropriated to those repairs.

It is agreed that the foregoing interrogatories may be propounded to the witnesses in the above mentioned case by the Commissioner or Notary Public who may take the depositions in the above entitled cause

R. S. Thomas Counsel for the Adult
parties

J. Waverly Thomas

Guardin ad Litem for Olive N. White

1st. To the first inerrogatory the witness answered as follows;

I am Seventy years old and have known J. A. White ever since he was a child and have known all of the other parties ever since they were born.

2nd. To the second interrogatory the witness answers as follows,

I know the House and lot very well indeed and have known it ever since the parties owning it have lived there and long before, I have known it ever since the Houses on it were built, The rear potion of the dwelling house, the annex mentioned in the Bill and proceedings about 40 x 20 needs repairs at once, I examined it some months ago and examined it again this morning to be more accurate and certain. It needs new tinning

William L. Folk.
Attorney and Counsellor.
Smithfield, Va.

The depositions of B. P. Gay, John W. Gray and others taken before me
W. L. Folk a Notary Public for the County of Isle of Wight pursuant to
notice hereto attached at the Office of R. S. Thomas in the town of
Smithfield on the 29th., day of July 1903, between the hours of 6 A. M.
and 8 P. M., to be read as evidence in behalf of Ercell M. Scott, by
W. Joe Stagg her next friend, in a certain suit in Equity depending in
the Circuit Court of Isle of Wight County, wherein the said Ercell M.
Scott, the wife of W. Floyd Scott Scott is palintiff and the said W.
Floyd Scott, J. A. White as an individual and as Administrator of Emma
J. White, Sarah Ada White and F. W. Randolph and Olive N. White, an in-
fant under the age of twenty one years are defendants.
Present R. S. Thomas Attorney for the Plaintiffs and all of the adult
parties

John W. Gray being duly sworn deposeth and
saith as follows in answer to the annexed interrogatories which are as
follows, etc

Interrogatories to be propounded to the witness in,

Scott, Ercell M., by W. Joe Stagg her next friend, Plaintiff

Vs In Chancery

Scott, WM., Floyd, White, J. A. et als Defendants

1st. Do you know the parties to this suit and if so how long have you
known them.

2ond. Do you know the House and Lot on which Mrs Ercell M. Scott, her hus-
band and Sister Olive N. and her Father reside?, If so, state how long
you have known it, and its present condition;

Do you know the piece of land in the Bill and proceedings mentioned spok
spoken of lately as the Bergen & Wrenn Mill seat, a part of which was
sold to F. W. Randolph on the 19th of January 1900 and the other part of

William L. Folk,
Attorney and Counsellor,
Smithfield, Va.

J. A. White
Receipts

1. 2. 3. 4. + 5. 7.

F. W. Randolph

E. J. WHITE,

DEALER IN

GENERAL * MERCHANDISE.

Tobacco, Cigars and Liquors—Specialties.

No. 125 MAIN STREET.

Smithfield, Va. Aug 17 1900

Recd of H W Randolph
for Sawing Lumber
for June to July 2
Ninty dollars $\frac{45}{100}$ &
on account

E. J. White
or L. A. White

(2)

E. J. WHITE,

DEALER IN

GENERAL * MERCHANDISE.

Tobacco, Cigars and Liquors—Specialties.

No. 125 MAIN STREET.

Smithfield, Va. ¹⁹⁰⁰ ~~189~~ M 2

Recd of F. W. Randolph
Sawing to the acct of
34547 but for the month of
March @ 34 ¹⁰⁰ ~~100~~
Dollars for ¹⁰³⁵³ ~~10353~~
one hundred and three ⁵³ ~~53~~
on account

Emma J. White
per

34,517
3
10 3 5 5 7

3

E. J. WHITE,

DEALER IN

GENERAL * MERCHANDISE.

Tobacco, Cigars and Liquors—Specialties.

No. 125 MAIN STREET.

Smithfield, Va. May 5¹⁹¹⁰
~~189~~

Recd of F. W. Randolph
one Standard and one
Dollar ~~870~~ for cutting
Lumber for the month
of April and to date
May 5¹⁹¹⁰

E. J. White
W



Received

from

Feb 16 1900
H H Randolph

for Sawing Lumber
to date Eighty Seven ⁹⁸/₁₀₀ Dollars

and to be credited on his
account

\$ ⁸⁷/₁₀₀ ⁹⁸/₁₀₀

E. J. White

57 Recd of H. W. Randolph
for Sawing Lumber
Aug 25 - 1900 am Hand
to 9 pine poles 24.00
an account

E. J. White
or J. L. White

1092 ¹/₁₀₀

still run

(1) The Gun House lot

(2) The J.A. White lot
where he live -

Dwelling
store House &
Tenement Houses

(3) The Berget & Wren

about 4 acres more or less
Part of this, about half sold
to F. W. Randolph about

1897 as the Contract recorded
The balance, about 2 acres divided
into two parts (1) The land
factory ^{next house} piece, & (2) The Planing

mill piece - up the Hill -

a 2 story house of 16x42
The rear portion of the house
is in bad condition - needs
a new top - new lin, new
sheathing, ^{boards & joists} lathing
& plastering & floor -
The rear of the store needs
the same thing - has now
a gutter on this inside to turn
the water out.

Needs painting now - I must
see them - - Call 5, or 600
to do necessary repair

1 Barrel factory - hay and

J. A. White gives up

the Canterbury right

An Card from the House

W. G. Rouse

W. J. Edwards

Jos Bill Gray

Ben P. Gray -

J. A. White

1900
1842
58

1900 1903
54.22 19
1842 - 1884

1903
19
1884

1903
1897
6

1903
21
8.2

1903
6
1897

Emma J. White. Died July 26-1903 Age 43 yrs.
Jrs. A White Husband of Emma J. White
age 58 yrs - 2 months

Ernell M. Scott oldest daughter age 19 yrs - 9 mos
Hon Floyd Scott Husband of Ernell M. Scott
age 24 yrs - 3 months.

Olive N. White youngest daughter age
6 yrs - 9 months.

Sarah Ada White present wife of Joe.
A. White age 21 yrs - 9 mos.

Who is guardian of Olive N. W

W. Joe Slaff next friend of
Ernell M. was married July 20th 1901 (1900)

Smithfield, Va., Nov. 9th 1903

Mr. R. S. Thomas, Special Commissioner against Wm. F. Scott

Bought of J. W. JOHNSON, JR.,

—DEALER IN—

••• Groceries, Tinware, Notions, Stationery, Confectionery, Fruits, •••
CIGARS, CIGARETTES, TOBACCO, PIPES.

© FINE © PRINTING © A © SPECIALTY. ©

To	250 Sale Notices	\$1.75
----	------------------	--------

Paid
J. W. Johnson, Jr.

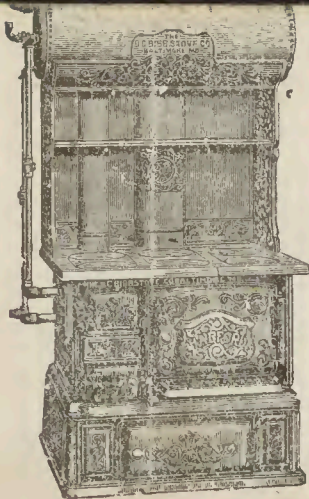
R. A. Edwards
At

R. S. Thomas Special Commissioner
In Lieu of Excel na Scott for friend
or wife of Scott et al
To Ro A Edwards Crer
To Selling 2 lots of Simas white
land over the bridge 5.00

Ro, A. Edwards Crer
July 20th 1904

Received of R. S. Thomas special Commissioner
- amount in Scott v. Scott the separate
sums mentioned in statement - "A" other than
those mentioned as received by J. W. Johnson,
R. A. Edwards & W. A. Falk

R. S. Thomas



Smithfield, Va. April 2 1904.

Mr. J. P. White ~~Admitted~~

IN ACCOUNT WITH R. W. SILLING,

—DEALER IN—

—TIN-ROOFING.—

GAS FITTING, PLUMBING AND STOVE REPAIRING.

1306 ft Roofing	#5.00	65.30
140 ft Sutter and Spoutings	12 1/2	17.50
12 Elbow 16 ft e.		1.80
		<u>84.60</u>

This is on the Rear End of the Dwelling
House Rear End

Mr R. S. Thomas
Please Pay this amt to Mr
Silling

Received Payment of J. P. White
R. W. Silling
per Reed C. K. W. F. Scott

Excels Mr. Seall
r her friend

Wm F. Seall et al

Report of R. S. Thomas
the Com^r
under Decree of Alster
26th Feb & November 27
1903

and that he comes have brought the tin
and have done the work for one third less
than the bill rendered.

He says he can take his hands, and others,
and do all of the ~~summaries~~ of the work
on the house and store, or have it done
under his supervision for at least
one third less than he can have it done
by any contract with contractors.

I therefore suggest to the Court - the propri-
ety of allowing me to pay over to the said
J. A. White and to his co-own-ers, Wm.
Floyd Scott the said \$1032.46, less the
taxes ^{due thereon} and the unpaid costs of this suit -
under such terms and conditions as may
seem judicious and advisable to the Court.

Respectfully submitted.

R. S. Thomas

JH Com^r

May 30th, 1904

Amount brought forward \$56.75 #1217.56
 No 25 Paid commission on sale 33.35-
 " Paid to P. D. Gwathney 5.00
 " for Paid to C. F. Day 5.00
 " Notary for acknowledge
 merit 1.00

1204, April 2. Paid R. W. Selling for
 burning rear end of travelling
 home as per bill approved
 by J. A. White & F. W. Scott 84.60
 making \$185.70 185.70
 which taken from the \$1217.56
 leaves a balance of ^{84.60} ~~1217.56~~ \$1031.86
 Deposited in bank to my credit as com-
 -missioner in this suit.

This balance has been in bank ever
 since the 2^d of April last.

J. A. White, the father of the complain-
 -ant- is an experienced Carpenter, Tin-
 -ner, wheelwright- and blacksmith, and
 a good workman in many trades.

He wanted to use the whole money aris-
 -ing from the sale of the lots in the bill
 and proceedings mentioned, and he said
 when the bill for the burning of \$84.60
 was presented to him, he was astonished

Wm. Scott, wife of Wm. Flynn Scott by
W. Joe Slagher next friend
against.

Wm. Flynn Scott, Oliver T. Scott an infant
under the age of 21 years, J. A. White as an
individual and as administrator of Estate of
White deceased and F. W. Randolph

The undersigned has the honor to report - that
he did under and by virtue of the Decree here
- in ^{of November 2nd 1903} make to C. F. Day, and to P. D. Gwallney
the deeds the deeds for the several tracts of
land bought by each as the said Decree ordered
and directed.

The undersigned has the honor further
to report - that after he had received of
C. F. Day, and P. D. Gwallney the sum of
Eleven Hundred and forty four Dollars \$1144.00
and of F. W. Randolph the sum of 22.56
making the sum of 1272.56

he deposited the same to his credit - as
commissioner in this cause in the Bank of
Smithfield, and that he has paid out of the same

1903

Nov 6

To J. W. Johnson 1.75

R. A. Edwards, Clerk 5.00

For to R. S. Johnson as

per Decree

50.00

" 25

Ernest M. Scott
his friend

v

Wm. F. Scott et al

Report of Sale of
R. S. Thomas & Co^{rs}
per 23^d 1903

Filed Dec. 12 1903

SALE OF
The Bridge on the South "as will be seen by
a copy of the said advertisement herewith
filed as Exhibit "B", and prayed to be taken
as a part of this Report.

2 That he did on the said 20th day of November
at 12 m, on the premises above the said
lots of land to public sale for cash when
Lot No 1 was bid off by and knocked down
to C. F. Day for the sum and being \$544.00
Five Hundred and forty four dollars:

And Lot No 2 was bid off by and knocked down
to P. D. Gwaltney for the sum of \$600.00
Six hundred dollars, both of whom, on that
^{day} have paid the sum due by each respectively
and the \$1144, and the \$73.56 paid by F. W.
Randolph has been placed on deposit in
The Bank of Smithfield to the credit of the
undersigned as Special Commissioner in
this case.

3 That the said sale of the said lots was made
in the presence of J. A. White & Wm F.
Scott who are delighted with the sale as it
brought (\$350.⁰⁰/₁₀₀) Three Hundred and fifty dollars
more than the sale of the said lots made by the said
J. A. White in May last. Respectfully submitted,
R. S. Thomas

November 20th 1903.

Special Commissioner

for more than ten days
he advertised, by printed hand-bills, posted
conspicuously in the town of Smithfield
in the neighborhood of the property, and at many
public places in the County of Essex Wright-
that he would on the 20th day of November
1903 at 12 m on that day that he would
offer for sale at public auction for cash on
the premises, "all of that certain lot or
parcel of land in the bill and proceedings
mentioned and described as that part and
parcel of the former Mill-Site of Bergen
& Woern which was now sold to F. W. Ran-
dolph which was roughly and without
any actual survey laid off by J. A. White
in two parts, or parcels, viz.

Lot No 1 fronting on the main road leading
from Smithfield to Burwell Bay and
bounded by it on the East, and by the part-
and parcel of land sold to F. W. Randolph
on the West; by the land of V. Woern on
the North and by part No 2 on the South.

Lot No 2 which fronts on the same main
road leading from Smithfield to Burwell
Bay as aforesaid, and bounded by it on
the East; by Pagan Creek on the West, by
Part No 1 on the North, and by the Greeny

Ernest M. Scott per friend Plaintiff
v In Chancery
Wm. F. Scott et al Defendants

To the Hon Robert R. Prentiss
Judge of The Circuit Court of The County
of Schuyler in Chancery sitting.

The undersigned R. S. Thomas Special Commissioner under the Decree herein of October 26th 1903 most respectfully begs to Report that after he had given the bond required by the aforesaid Decree he received of and from F. W. Randolph the seventy three dollars and fifty six cents (\$73.56) mentioned in the said Decree, and made to him "the good and sufficient deed in fee simple with special warranty for the said tract of land bought by him of Emma J. White and L. A. White on the 19th day of January fully mentioned and described in the bill and proceedings and in Exhibit "D" filed with the said bill."

The undersigned begs also further to report, that after he had given the bond required by the said Decree of October 26th 1903

Exhibit - "B"

SALE OF The White Land, just over the Bridge.

Under and by virtue of the decree of the Circuit Court of Isle of Wight County rendered on the 26th day of October, 1903, in the suit of Ercell M. Scott, the wife of Wm. Floyd Scott, by W. Joe Stagg, her next friend against Wm. Floyd Scott and others, I will, as Special Commissioner,

On the 20th day of November, 1903,

AT 12 O'CLOCK M., ON THAT DAY,

offer for sale at public auction for cash, on the premises, "all of that certain lot or parcel of land in the bill and proceedings, mentioned and described as that part and parcel of the former Mill Seat of Bergen & Wrenn which was not sold to F. W. Randolph, which was roughly and without any actual survey laid off by J. A. White in two parts or parcels, viz.: Lot No. 1 fronting on the main road leading from Smithfield to Burwell's Bay and bounded by it on the East, and by the part and parcel of land sold to F. W. Randolph on the West, by the land of V. Wrenn on the North and by part No. 2 on the South. Lot No. 2 which fronts on the same main road leading from Smithfield to Burwell's Bay as aforesaid and bounded by it on the East, by Pagan Creek on the West, by part No. 1 on the North and by the County Bridge on South.

TERMS CASH—subject to the order and approval of the Court.

R. S. THOMAS,

Nov. 5th, 1903.

SPECIAL COMMISSIONER.

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT.

Ercell M. Scott, per friend, . . . Plaintiff }
 AGAINST
Wm. F. Scott, et als , . . . Defendant }

I, N. F. Young, Clerk of the said court, do certify that the bond required of the Special Commissioner by the decree rendered in said cause on the 26th day of October, 1903, has been duly given.

Given under my hand as Clerk of said court this 2d day of Nov., 1903.

N. F. YOUNG, C. C.

Scott for ~~from~~

r

Scott

Rept - Dec^r 12th 1904.

of R. S. Thomas
the Com.

of Payment - to
L. A. White
the Com.

charges him from all further liability
herein.

All of which is respectfully submitted

R. S. Thomas

Shelburne

December 12th 1904

H 103186
 8526
996.20

said J. A. White has executed and Deliv-
 ed the bond required, and that the cost as
 taxed on a copy of the said Decree was \$35.66
 After paying this cost & after reserving \$50.00
 to meet any taxes that might be
 due, your Commissioner paid over
 to J. A. White the sum of \$946.20
 as his receipt- hereto attached
 will show.

Subsequently your Commissioner
 phoned to the clerk relative to this same
 suit, and after paying

Phone message 20

B. L. Roberts, Taxes for 1903 3.17

Some Taxes due by the undersigned
 as Com^r on amount on deposit- in
 Bank 10.52

Making 13.89

he paid over to the said J. A. White
 as Special Commissioner herein
 the sum of 36.41

Making being the balance of 50.00

and took his receipt- for the
 same which is hereto attached

which completes the payment he was
 ordered and directed to make, and dis-

Ernest M. Scott, wife of Wm. J. Scott per
Wm. Joe Slagg, her next friend
against:

Wm. Floyd Scott, Olive K. White an in-
fant under the age of twenty one years
J. A. White as an individual, and as ad-
ministrator of Emma J. White & F.
W. Randolph

To the Hon Robert R. Poenter

Judge of the Circuit Court of Sale of Wright-
County in Chancery sitting

The undersigned as Special Commissioner
has the honor to report - that he was under
the Decree herein of June 6th 1904 (a copy
of which is hereto attached) ordered and
directed out of the sum of \$1031.86
in his hands to pay first the
taxes and unpaid costs of this suit -
and then pay the balance over to J. A. White
as Special Commissioner after he has
executed and delivered to the Clerk of this
Court - The bond required by the said decree
On the 14th of June 1904 the undersigned
was informed by the said Clerk, that the

R. S. Thomas

In etc with

J. A. White Special Commissioner in
Scott v. Scott

under the Decree of June Term 1904

1904

June 14

Retained to pay any taxes, and un-
paid costs

30.00

June 15

Phone to Mr. F. Boring to know if
bond required by the Decree had been given 20

July 9^R

Paid B. L. Roberts Taxes on land 3.17

Nov: 26^R

1904 Paid Same Taxes on money
in bank as before

10.52 13.89

Balance due

\$36.11

Balance paid in check

36.11

Received, December 12th 1904 of R. S.

Thomas who was Special Commissioner
in the above suit - in equity of Scott v. Scott
the sum of Thirty Six Dollars and Eleven
cents. the balance of the (\$1031.86) One
Thousand and thirty one dollars and eighty
six cents which he was directed by the Decree
of June 6th 1904 to pay over to me & which he has
paid over to me in an account rendered

J. A. White Special Commissioner
in Scott against Scott

Mr.

1904.

HARDY DISTRICT.

Dr.

No. 866.....

To B. L. ROBERTS, Treasurer of Isle of Wight County, Virginia.

STATE TAXES.

	State Tax Support Gov. 20c. on \$100. R E and P P Schedule B	State Tax Sup. Gov 25c. on \$100 PP Sched. C	State School Tax 10c. on \$100 R E & P P Sched. B & C	State Tax, for Pens'ns 5c. on \$100 R E & P P Schedule B	County Levy, 30c. on \$100	General County Road Tax 5c. on \$100	District Road Tax, 5c. on \$100	Poor Tax, 7½c. on \$100	General County School Tax, 10c. on \$100	District School Tax, 7½c.	TOTAL TAX.
To..... acres, value \$.....											
To..... acres, value \$.....											
To..... acres, value \$.....											
To..... acres, value \$.....											
Personal property, schedule B val \$ 1050	218		105	53	53	53	53	79	105	79	
Personal property, schedule C val. \$											
Value..... \$											
Income, 1 per cent.....											
Capitation..... 150											
Total.....											150
5 per cent. penalty added Dec 1, 1904.....											1050
Total.....											
Interest after June 15th. from Dec. 15th, 1904, 6 per cent											

Received payment day of 190

Treasurer

Per.....

Mr. Emma J. White

1903

HARDY DISTRICT.

No. 804

Dr.

To B. L. ROBERTS, Treasurer Isle of Wight County, Virginia.

STATE TAXES.

	State Tax Support Gov. 20c. on \$100 R. E. and P. P. Schedule B.	State Tax Sup. Gov. 25c. on \$100. P.P.Sched C.	State School Tax, 10c. on \$100. R. E. & P. P. Sched. B.&C.	State Tax, for Pensions 5c. on \$100. R. E. & P. P. Schedule B.	County Levy, 30c. on \$100.	County Road Tax, 10c. on \$100.	County Poor Tax, 10c. on \$100.	County School Tax, 10c. on \$100.	District School Tax, 5c. on \$100.	TOTAL TAX.
To 4 acres, value \$ 292	68		29	15	88	29	29	29	15	
" acres, value \$										
" acres, value \$										
" acres, value \$										
Personal Property, schedule B. val. \$										
Personal Property, schedule C val. \$										
Value \$										
Capitation 1 50										
Total										
5 per cent. penalty added Dec. 1, 1903.										
Total										

Received payment 9 day of July 1904

B. L. Roberts

Treasurer.

Per.

3.10

Scott v. Scott

Receipt of
J. A. White

Received June 14th 1904 of R. S.
Thomas special Commissioner in
the suit of Erroll M. Scott, per W.
Joe Slagg v. Wm. Floyd Scott and
others the sum of Nine Hundred
and Forty Six Dollars and Twenty
Cents as per statement rendered
the Fifty Dollars retained to pay
taxes that may be due for the years
1903 and 1904 to be hereafter
accounted for - as soon as they can
be ascertained & paid over to the
Treasurer of the County

J. A. White
Special Commissioner in the
suit of Scott for Amount against
of others Scott & others

Letter for Friend - Miss

V. M. Gossens

Letter rec. 187.

Report of boy man

Expenditures of
J. L. White, J. L. Gossens

E. H. WILLIAMS
ATTORNEY-AT-LAW
SMITHFIELD, VA.

Report of receipts and disbursements in Scott per friend vs. Scott
and others.

June 14th, 1904.

To amount received from R.S.Thomas, Special commissioner, \$946.20

Dec. 12th, 1904,

To amount received from R.S.Thomas, Special Commissioner, 36.11

\$982.31

"Cr"

By amount paid for rebuilding store house \$630.00

By amount paid for repairs on dwelling house 75.00

By amount paid for building cook room and dining room 100.00

By amount paid for tining porches and painting house 120.00

By amount paid for repairing and painting tenant house 45.00

By amount paid for part of expenses in being said on tenant house 12.31

\$982.31

State of Virginia, do hereby certify that J.A.White Special Commissioner, this day personally appeared before me in my County aforesaid and made a oath that the statements contain in this report are true.

Given under my hand this 26th day of July, 1909.

E. Merriam
Commissioner in Chancery.

TO THE HONORABLE B. D. WHITE, JUDGE OF THE CIRCUIT COURT OF ISLE OF WIGHT CO:

Ercell M. Scott, Wife of Wm. Floyd Scott, per W. Joe Stagg her next friend.

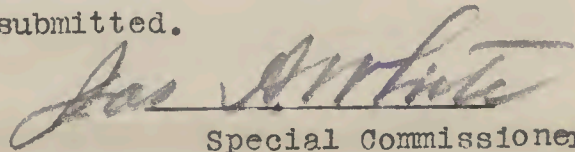
Against.

Wm. Floyd Scott, Olive N. ^{White}~~Scott~~, an Infant under the age of twenty one years, J. A. White as an individual and as Administrator of Emma J. White, deceased and F.W.Randolph.

The undersigned, J.A.White, Special Commissioner under a decree herein of June 6th, 1904, begs leave to report that in pursuance of the said decree he received from R.S.Thomas, former Special Commissioner herein the sums of \$946.20 and \$36.11, making a total of \$982.31, as will appear from the papers in this cause; that in pursuance of the direction in the said ^{de}cre^e contain^{ed}, and with the consent of all parties in interest, he has expended the said sum \$982.31, building and repairing the dwelling house, store house and other houses belonging to your undersigns family; a statement of which expenditure is herewith appended, and hereby made a part of this report

As will be noticed from the appended statement, your Commissioner claims no commission or pay for his services in superintending and assisting in the building and repairing of the said houses, nor does he claim and reimbursement for money paid for taxes and other purposes, and nothing further remaining to be done in this cause. Your Commissioner ask that it be stricken from the docket.

All of which is respectfully submitted.


Special Commissioner

STATE OF VIRGINIA)

) To Wit:

COUNTY OF ISLE OF WIGHT.)

I, E.H.Williams, a Commissioner
in Chancery for the Circuit Court of the County aforesaid, in the

Ernest M. Scott
Perfected

V. Deen in Vacation

Wm. F. Scott et al

Enter this

Mar 27 1903
Entered Sept. 27, 1903
Robert R. Hunt

Dec. 1st 1903 this vacation
deed was renewed and
enter of record
Jesse N. D. Gunning et al.

60136- P 317

In the Clerk's Office of the Circuit Court of Isle of
Wight County this 1st. day of December, 1903. This vaca-
tion decree was received and entered of record.

Teste, N. F. Young, C.C.

By



Deputy.

report of sale as "fronting on the main road
leading from Smithfield to Burwells Bay and
bounded by it on the East, and by the part-
and parcel of land sold to F. W. Randolph
on the West, by the land of V. Wren on the
North and by part No 2 on the South";
and that he ~~also~~^{do} also as such special com-
missioner make to P. D. Gwalney a
good and sufficient deed in fee simple
with special warranty for lot No 2
mentioned and described in his said ad-
vertisement, and report of sale, as "front-
ing on the same main road leading from
Smithfield to Burwells Bay as aforesaid and
bounded by it on the East, by Pagan Creek
on the West, by Part No 1 on the North
and by The County Bridge on the South".
And make report to Court of his proceedings
under this Decree.

All of which is hereby certified
to the Clerk of this Court to
be entered in the Chancery
order book.

Robert H. Dennis
To the Clerk of the
Circuit Court of
Isle of Wight County: -

Circuit Court of Isle of
Wight County, in vacation
on the 2th day of November
1903.

Excell M. Scott, the wife of W^m Floyd Scott
by W. Joe Slagg her next friend

Plaintiffs

against- }

~~In Vacation~~

W^m Floyd Scott, Olive A. Scott an infant
under the age of 21 years, J. A. White as an in-
dividual, and as administrator of Emma J.
White and F. W. Randolph Defendants

This cause came on this day to be again
heard on the papers formerly read, on the
consent-deed herein of October 26th 1903
on the Report of Sale made ~~here~~ by R.
S. Thomas, Special Commissioner bear-
ing date on November 20th 1903, and exhibit-
"B" filed with the said report, and was ar-
gued by counsel: On consideration where-
of, the Court confirming the said report-
noted adjudge, order, and decree, that
R. S. Thomas, Special Commissioner as
aforesaid, ~~do~~ as such special commis-
sioner as aforesaid make a good and suffi-
cient deed in full compliance with special war-
rants to G. F. Day for Lot No 1 mention-
ed and described in his advertisement, and

Scott, ¹⁰Ernie M
N

Scott, Wm. Flynn & Co

Deane

October Term 1903

Enter this
Oct 26, 1903

Robert R. Deane

We consent to this Deane
R. S. Thomas, atty-
for all parties

J. Mervyn Thomas

Guardian ad litem of Oliver
W. White, an infant Defendant

C O D 6 / 91 311

house, and if the store house ^{and J. A. White} may be repaired or rebuilt - as he may deem most-advisable and for the best-interest of himself and family.

And the said R. S. Thomas, Special Commissioner as aforesaid is directed to report his proceedings hereunder to a future term of this Court.

By consent of parties it is ordered that this cause may be submitted to the judge of this court for such decisions and decrees herein in vacation as might be made in term.

dollars and fifty six cents - the balance
due on his purchase of the tract of land
and J. A. White on the 19th day of
January 1900 in the bill and proceedings
and exhibit "D" fully mentioned and
described, and in the payment of the said
sum of \$73.56 to make to him the said
F. W. Randolph a good and sufficient
Deed in full compliance with special warrant
- by for the said tract of land bought of
him of the said Emma J. White and
A. White on the 19th day of January 1900
fully mentioned and described as aforesaid
in the said bill and proceedings and in the
said exhibit D, as aforesaid.

And the Court doth further
adjudge, order, and decree that the said R.
S. Thomas, special commissioner as
aforesaid shall, after he has paid off
and discharged all the costs and expenses
of this suit, including a fee of fifty
dollars to himself as attorney for his
services in this suit pay over the net
balance in his hands to ~~the said Emma J. White~~ ^{if necessary}
~~for that purpose in improvement~~
~~the further of the complainant in this~~
title so that the rear end of the dwelling

part conspicuously in the town of
Somethfield, and in the neighborhood
of the property to be sold, and ^{make report} ~~on the~~
~~to court~~ receipts of the first purchase money to
make to the purchaser, or purchasers
of either, or both of the two tracts of land
just above described a good and suffi-
cient deed in fee simple with special
warranty for the tract, or tracts of land
bought by them, or either of them.

And, But the said R. S. Thomas, speci-
al Commissioner as aforesaid shall not
receive from the purchaser, or purchasers
at the said sale, or J. F. W. Randolph, or
under this decree from any one who he
shall enter into land with sufficient se-
-curety in the clerk's office of this court
payable to the commonwealth of Virgin-
-ia in the penalty of twelve
hundred dollars and condition for the
faithful discharge of his duties as such
commissioner under this or any future
agrees in this cause
And the Court doth further adjudge and
decree that R. S. Thomas, who is hereby
appointed a special Commissioner for that
purpose receive of, and from the said J. F. W.
Randolph the sum of (\$ 73.66) seventy three

and was argued by counsel. On consideration whereof, the court doth adjudge order and decree that R. S. Thomas who is hereby appointed a special commissioner for that purpose do expose to sale at public auction to the highest bidder, on the premises ^{proposed} all of that certain certain part and parcel of land in the title and proceedings mentioned and described as that part and parcel of the former mill-seat of Benson and Wrenn which was not-sold to F. W. Randolph and which was rightly and without any actual survey laid off by J. A. White in two parts, or parcels, viz No 1 fronting on the main road leading from Smithfield to Benwells Bay, and bounded by it on the East and by the part and parcel sold to F. W. Randolph on the West; ^{and by Part No 2 on the South} No 2, fronting on the said main road leading from Smithfield to Benwells Bay and bounded by it on the East and by Pagan Creek on the West and by Part No 1 on the North, for Cash, after first advertising the time, terms, and place of sale for ten days by printed hand bills

In the Circuit Court of the District of Columbia -
Excell m. Scate, the wife of Wm. Floyd
Scott by W. Joe Scagg her next
friend Plaintiff
against - 3 In Chancery.

Wm. Floyd Scott; Olive N. White, an
infant - under the age of 21 years. J. A.
White, as an individual, and as admin-
istrator of Emma J. White, Sarah Ada
White and F. W. Randolph.

Defendants -

This cause came on this day to be heard
on the bill taken for confessed by Sarah
Ada White ^{whom} in process has been duly served
she still failing to appear, plead, answer or
demur to the said bill, on the answer of the
defendants Wm. Floyd Scott, J. A. White
as an individual, and as administrator
of Emma J. White, F. W. Randolph
and on the answer of the infant defendant
Olive N. White by her guardian ad litem
J. W. W. Jones, ^{July} assigned ^{at rules} to defend herein
this suit, and on the answer of of the said
guardian ad litem to the infant defendant, with
several replications to the said answer,
exhibits filed, depositions of the witnesses

into a bond, with sufficient security in the Clerk's Office of this Court, payable to the Commonwealth of Virginia, in the penalty of twelve hundred dollars, and conditioned for the faithful discharge of his duties as such commissioner under this or any future decree, in this cause. And the Court doth further adjudge order and decree that R. S. Thomas, who is hereby appointed a Special Commissioner for that purpose, receive of and from the said F. W. Randolph the sum of (\$73.56) seventy three dollars and fifty six cents, the balance due on his purchase of the tract of land of Emma J. White and J. A. White on the 19th. day of January, 1900, in the bill and proceedings and exhibit "D" fully mentioned and described, and on the payment of the sum of \$73.56 to make to him, the said F. W. Randolph, a good and sufficient deed in fee simple, with special warranty, for the said tract of land bought by him of the said Emma J. White and J. A. White on the 19th. day of January, 1900, fully mentioned and described as aforesaid in the said bill and proceedings and in the said exhibit "D" as aforesaid.

And the Court doth further adjudge, order and decree that the said R. S. Thomas, Special Commissioner as aforesaid shall, after he has paid off and discharged all the costs and expenses of this suit, including a fee of fifty dollars to himself as attorney for his services in this suit, pay over the net balance in his hands, if necessary for that purpose in improvements and repairs so that the rear ^{end} of the dwelling house and of the storehouse may be repaired or rebuilt as he and the said J. A. White may deem most advisable for the best interests of himself and family.

And the said R. S. Thomas, Special Commissioner as aforesaid, is directed to report his proceedings hereunder to a further term of this Court.

By consent of parties, it is ordered that this cause may be submitted to the Judge of this Court for such decisions and decrees herein, in vacation, as might be made in term.

A Copy,

Teste, *A. J. Young* C.C.

In the Circuit Court of Isle of Wight County, October 26th. 1903.
Ercell M. Scott, the wife of Wm. Floyd Scott, by W. Joe Stagg, her
next friend,

vs.

Wm. Floyd Scott, Olive N. White, an infant under the age of twenty one
years, J. A. White, as an individual and as administrator of Emma J.
White, deceased, Sarah Ada White and F. W. Randolph.

This cause came on this day to be heard on the bill taken for
confessed by Sarah Ada White, on whom process has been duly served, she
still failing to appear, plead, answer or demur to the said bill, on the
answers of the defendants, Wm. Floyd Scott, J. A. White as an individ-
ual, and as administrator of Emma J. White, F. W. Randolph, on the answer
of the infant defendant, Olive N. White, by her guardian ad litem, J. Wa-
werly Thomas, duly assigned at rules to defend her in this suit, and on
the answer of the guardian ad litem to the infant defendant, with gen-
eral replication to the said answers exhibits filed, deposition of wit-
nesses, and was argued by counsel. On consideration whereof, the Court
doth adjudge, order and decree, that R. S. Thomas, who is hereby appoint-
ed a Special Commissioner for that purpose, do expose to sale at public
auction to the highest bidder, on the premises, all of that certain
lot or parcel of land in the bill and proceedings mentioned and described
as that part and parcel of the former mill seat of Bergen & Wrenn which
was not sold to F. W. Randolph and which was roughly and without any ac-
tual survey laid off by J. A. White in two parts, or parcels, viz: No. 1
fronting on main road leading from Smithfield to Burwells Bay and bounded
by it on the East and by the part and parcel sold to F. W. Randolph on
the West, and by part No. 2 on the South. No. 2 fronting on the said
main road leading from Smithfield to Burwells Bay and bounded by it on
the East and by Pagan Creek on the West, and by part No. 1 on the North.
for cash, after first advertising the time, terms and place of sale, for
ten days, by printed hand bills posted conspicuously in the town of
Smithfield, and in the neighborhood of the property to be sold, and make
report.

But the said R. S. Thomas, Special commissioner as aforesaid,
shall not receive from the purchaser or purchasers at the said sale, or
of F. W. Randolph, or under this decree from any one until he shall enter

Excell Mr. Scott
happy

7 Decr :

W. F. Scott et al

June Term 1904

Enter this.

Enter June 6 1904

Robert R. Mottis

Recorded in C. O. B

6, page 340

And the Court doth further adjudge, order
and decree that the said J. A. White
special commissioner as aforesaid
make a report of his proceedings under
this decree as special commissioner
herein.

the State and town of Smithfield after they
saw J. A. White shall have executed
a bond as special commissioner in
this cause in the clerk's office of this
~~State~~ County in the penalty of \$1200-00
Twelve Hundred Dollars with good secu-
rity approved of by the clerk of this Court
conditioned for the faithful performance
of his duties as such special commis-
sioner under this, and any future de-
-cree ~~in~~ in this suit.

And the Court forthwith adjudge, order, and de-
-cree that the said J. A. White, special
commissioner in this cause as aforesaid
may expend the said sum of \$1031. 86
One thousand and thirty one dollars and
86 Eighty six cents, less the unpaid costs
and taxes as aforesaid, or so much thereof
as may be necessary " ~~in improvements and~~
~~repairs~~ ^{so that} of the rear end of the dwelling house
and of the slave house may be repaired or
rebuilt as he the said J. A. White, and
W. F. Scott, the husband of Erceel M. Scott
(formerly Erceel M. White) the complainant in
this suit, may deem most advisable for
the best-interest of the family of the said J. A.
White.

Will M. Scott, wife of Wm. Floyd Scott
per W. Joe Slaggen not friend

against-

Wm. Floyd Scott, Olive M. Scott an infant
under the age of twenty one years, J. A.
White as an individual and as Administrator
of Emma J. White Decedent and F. W. Ram-
-dolph

This cause came on this day to be again
heard on the papers formerly read, and on the
report of R. S. Thomas as under the decree
herein of November 27th 1903, bearing
date on the 30th of May 1904, to which no
exceptions are filed, and the Court, confirm-
ing the same with adjudge, order, and
decree that J. A. White be appointed
a special Commissioner in this cause
and that the R. S. Thomas, heretofore ^{appointed} spe-
cial Commissioner in this cause pay
over to the said J. A. White special Com-
missioner under this decree the sum of
One Thousand and thirty one dollars and
Eighty six cents \$1031.86 shown by the report
of the said R. S. Thomas, of May 30th 1904 to
be in his hands less the unpaid costs of
this suit, and of any and all taxes due the

that the said J.A.White Special Commissioner as aforesaid make a report of his proceedings under this decree as Special Commissioner herein.

A COPY

TESTE:

W. J. Young clerk

BILL OF COSTS TO OCTOBER TERM 1904

W. J. Young
Paid to A. E. Caswell

Paid to L. J. Fox

Attorney fee and tax 16.50

Clerk 11.66

Sheriff 2.50

Notary Public 5.00

\$35.66

Ercell M.Scott,Wife of Wm.Floyd Scott,per.W.Joe Stagg her next friend.

Against.

Wm.Floyd Scott,Olive N.Scott an Infant under the age of twenty one years,J.A.White as an individual and as Administrator of Emma J.White,deceased and F.W.Randolph.

This cause came on this day to be again heard on the papers formerly read,and on the report of R.S.Thomas under the decree herein of November 27th,1903;bearing date on the 30th, of May 1904,to which no exception are filed,and the court confirming the same,doth adjudge,order and decree,that J.A.White be appointed a Special Commissioner in this cause and that R.S. Thomas,heretofore appointed Special Commissioner in this cause pay over to said J.A.White Special Commissioner under this decree the sum of One Thousand and Thirty One Dollars and Eighty Six Cents(\$1031.86) shown by the report of the said R.S.Thomas of May 30th,1904 to be in his hands less the unpaid costs of this suit,and of any and all taxes due the State and town of Smithfield after the said J.A.White shall have executed a bond as Special Commissioner in this cause in the Clerk's office of this County in the penalty of \$1200.00 Twelve Hundred Dollars with good security approved of by the Clerk of this court,conditioned for the faithful preformance of his duties as such Special Commissioner under this, and ^{any} future decree in this suit.

And the court doth further adjudge,order and decree that the said J.A.White,Special Commissioner in this cause as aforesaid may expend the said sum of \$1031.86 One Thousand and Thirty One Dollars and Eighty Six Cents,less the unpaid costs and taxes as aforesaid,or so much thereof as may be necessary so that the rear end of the dwelling house and of the store house may be repaired or rebuilt as he the said F.A.White,and W.F.Scott,the husband of Ercell M.Scott(formerly Ercell M.White) the Complanant in this suit may deem most advisable for the best interest of the family of the said J.A.White.

And the court doth further adjudge,order and decree

Scott, per friend,

vs) Chancery

Scott, and others.

Final decree.

To be entered.

C. O. B. No. 6, page 623.

1909
July 26
Entered
P. D. W.

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA.

Scott, per friend,.....Plaintiffs.

vs)

Scott and others,.....Defendants.

This cause came on this day to be heard on the papers formerly read, and on the report of expenditures of J. A. White, Special Commissioner, under former decree herein, to which no exceptions are filed, and the Court confirming the same doth adjudge, order and decree that the rule entered against the said J. A. White, Special Commissioner, at the June Term of this Court, be dismissed and that this cause be stricken from the docket.

Langhorne M. F.
Trustee

To 3 Deeds of B. & S.

Emma J. White

Admitted to record

Nov. 23^d 1896

Recorded in D. B.
61. Page 120

Pay 1.10

Fee 1.25

2.35

Paid

In the Clerk's Office of the County
Court of State of Wayne County - November
23rd 1894 This deed was presented
and with the Certificate annexed
admitted to record

Teste

N. J. Young Clerk
by Saml H. Edwards Do
Deputy

-ing signature and seal this 19th day
of November A.D. 1896
W F Langhorn Seal

Virginia

Shenandoah County W-rit-

L.

R. S. Thomas a notary
public in the county aforesaid in the
State of Virginia do certify that Mr.
F. Langhorn — whose
name is signed to the writing above
bearing date on the 19th day of November
A.D. 1896 has acknowledged the same
before me in my county aforesaid.
Given under my hand this 19th day
of November A.D. 1896

R. S. Thomas
Notary Public

was conveyed unto the said Emma
J. White "all of
that certain piece and lot of land ly-
-ing and being in the town of Smith-
-field, County of Lee of West- and
State of Virginia being a part of the
Gun House Lot, which beganning
at the junction of the line between
J. O. Thomas and the said Gun House
Lot in Main Street of the said town
at a Culvert which is the corporate
limits of the said town, thence running
up between said street and the "Gun
House Lot" a distance of about (78)
Seventy Eight feet to an oak tree, thence
back through the said Gun House Lot
in a straight line about one hundred and
Eighty seven (187) feet to a cherry tree
thence in a straight line parallel with
~~said street~~ to the line above mentioned
between the said Gun House Lot and J. O.
Thomas' line, thence up said line
to the point of beginning: being
the same tract of land that was conveyed
by the said J. A. White and Emma J.
his wife to the said R. K. Chapman
Trustee recorded as aforesaid in Deed Book 2
no 53 page 304.

Witness the follow-

and Whereas the said property after
due advertisement - was on Thurs-
day, November 19th, 1896, exposed
to sale on the premises in the town
of Smithfield as aforesaid at pub-
-lic auction to the highest bidder;
And Whereas at the said sale it
was bid off by and knocked down to
Emma J. White the high-
-est bidder for the sum and price of
Eleven hundred ~~thirteen~~ Dollars (\$1100⁰⁰/₁₀₀)
who has paid the same:

Now, therefore this Deed
made on this 19th day of Novem-
-ber between M. F. Langhorne Rich-
-elated Trustee of the town of Smith-
-field, and county of Deer Wright ^{partly} of
the first-part, and Emma J.
White of the said town and county ^{partly} of the 2^d part
Witnesseth, That in consideration
of the sum of Eleven Hundred
Dollars (\$1100⁰⁰/₁₀₀)

Cash in hand paid
before the signing and delivery of this
Deed, the receipt of which is hereby
acknowledged the said M. F. Lang-
-horne the substituted trustee afore-
-said doth grant with special

passed this life on the day of
A.D. 18 and M. F. Lang-
home was on the motion of Pauline
J. Rogers, ^{and substituted} appointed by the County
Court of Isle of Wight County at
its session on the 14th of Septem-
ber 1896, Trustee in the aforesaid
Deed of Trust in the name, place
and stead of the said R. R. Chapman
Deceased:

And Whereas the said M. F. Langhome
substituted Trustee as aforesaid under
the aforesaid Deed of April 22^d 1896,
Default having been made in the
payment of the aforesaid bond to the
said Pauline J. Rogers and in the
instance and request of the said
Pauline J. Rogers the holder thereof
of advertise the sale of the afore-
said lot of land to occur on the
premises in Smithfield for cash
for same on Thursday, November
19th 1896 for more than thirty
days prior to the day of sale by print-
ed hand bill, posted conspicu-
ously on, and near the premises
and at various other places in
the town of Smithfield and elsewhere
in the County of Isle of Wight.

Hundred and Twenty Five Dollars

bearing even date with the said date bond and payable twelve months from date with interest - from date as will be seen by the Deed of the said J. R. White and wife duly recorded in the County clerk's office of the County Court - of the County of Wright - County in Deed Book 53 page 304 : and whereas it was provided in the said Deed that in the event of default in the payment of the said bond sale might be made of the said property after advertising the time, terms, and place of sale for thirty days prior to the day of sale:

And whereas, after the making and recording of the said Deed of Trust - the said John H. Wamble intermarried with Pauline J. Gordon and after wards departed this life leaving her his sole legatee and devisee as will be seen by his will duly probated in the County Court of the County of Wright - County in Will Book No. 1 of Wamble, married Earl M. Rogers page, who has since the death of the said Jno. H.

And whereas after the making of the said Deed of Trust - R. K. Chapman the Trustee mentioned therein de-

Whereas J. A. White and Emma J.
his wife did upon the 22^d day of
April 1889 grant and convey unto
K. K. Chapman Trustee "all of
that certain piece and parcel of land
lying and being in the town of Smith-
field, County of Isley Wright, and State
of Virginia being that part of "The
Gun House Lot" which be beginning
at the junction of the line between J. O.
Thomas and the said "Gun House Lot"
on Main Street of the said town at a cul-
vert which is the corporate limits of the
said town, thence running up between
said street and the said Gun House Lot
a distance of about Seventy Eight feet
to an oak tree, thence back through
the said Gun House Lot in a straight
line about (187) One Hundred and
Eighty seven feet to a cherry tree,
thence in a straight line parallel
with said street to the line above mention-
ed between the said Gun House Lot
and J. O. Thomas' line, thence up said
line to the point of beginning" in
witness whereof John E. Wamble
the payment of the bond of the said J.
A. White to him for \$324.00 There

In the Clerk's office of the County Court
of Isle of Wight County December 14th
1896. This deed was presented and with
the certificate annexed admitted to Record

Teste

W. F. Young Clerk
by Samuel W. Edwards.
Deputy

Isle of Wight County
Langhorne M. F.

Trustee

To B
Emma J. White

Admitted to record

Dec. 14 1896

Examined Verified
and delivered according
to Law

Teste

Samuel W. Edwards
D.C.

Recorded in D.C.

Vol. 197

Jan 1897

1
Duly recorded in the clerks office of the County Court
of Isle of Wight - County and is the same that was
conveyed by the said Joseph A. White and wife
to J. O. Thomas Trustee by their deed of Novem-
ber 23rd 1893 and is duly recorded as afore-
said in Deed Book 5-8 page 339

Witness the following signature and seal
this 30th day of November A. D. 1896
M F Loughorn (Seal)

Virginia

Isle of Wight - County to-wit-

J. O. L. Dock

a Notary Public in

for the County aforesaid in the State of Virginia
do hereby certify that Mr. J. Loughorn

whose name is signed to the writing above
bearing date on the 30th day of November A. D.
1896 has acknowledged the same before me
in my County aforesaid. Given under
my hand this 4th day of December A. D. 1896

J. O. L. Dock

Notary Public

field and county of Lee of West-Virginia of the first part - and Emma J. White of the said county, town and state of the second part -

Witnesseth that in consideration of the premises and in consideration of the payment of the sum of Fifteen Hundred Dollars (\$1500⁰⁰/₁₀₀) cash in hand received before the signing and delivery of this deed, the receipt of which is hereby acknowledged, the said M. F.

Leung have the substituted Trustee as aforesaid, the party of the first part doth grant - with special warranty unto Emma J. White

the party of the second part the following property, to-wit: "all of that certain house and lot with its store and tenements in the town of Smithfield in the West-Side of Main Street of the said town adjoining the lots in which he now resides adjoining the lot of A. J. Coffey, Margaret Marshall, and the land of O. G. Deek and now known as the Joseph A. White lot. Being the same lot which was conveyed to the said Joseph A. White by Mary E. Edwards by her deed bearing date on the 30th day of December 1882, and

the substituted trustee as aforesaid
Did by printed hand bills posted con-
spicuously at and on the property
and in the immediate neighborhood
of the said property, also at many
and various other public places in
the town of Smithfield and in the County
of Isle of Wight for more than
thirty days prior to the day of Sale
advertise that he would on Monday
the 20th day of November 1896 in
Smithfield, in the premises, and at
public auction make sale of the
aforesaid lot of land for cash:

And whereas he did, after the due and
proper advertisement of the said lot
of land expose the same to public
auction for cash in the premises in the said
town of Smithfield on the said 30th of
November A. D. 1896 when it was
bid off by and knocked down to
Ernest J. White the
highest bidder at and for the sum and
price of Fifteen Hundred dollars
(£1500⁰⁰/₁₀₀)

And therefore this Deed made this
30th day of November A. D. 1896 by
and between the said M. F. Lang home
the substituted trustee of the town of Smith

Deed that when the Trustee should
sell the said property on the premises
for Cash after he had first advertised
the time, terms & place of sale for
thirty days prior to the day of sale:

And whereas the County Clerk
of Islet of Wright-County did upon
the 14th day of September A.D. 1896
Substitute Mr. F. Lang home as Trust-
ee in the aforesaid Deed of Joseph A.
Whell and Emma J. his wife bear-
ing date as aforesaid on the 23^d of Novem-
ber 1893 and duly recorded in the Clerk's
office of the County Clerk of Islet of Wright-
County in Deed Book 58 page 339 in
the name place and stead of the said
J. O. Thomas Trustee as aforesaid:

And whereas default has been made
by the said Joseph A. Whell in the pay-
ment of the aforesaid sum of Five Hun-
dred Dollars (\$500-00) to the said R. S.
Thomas who ordered and directed
the sale of the aforesaid lot of land to
pay to the said R. S. Thomas the said sum
of Five Hundred Dollars and interest
thereon from the 1st day of January
1895 until paid:

And whereas, the said Mr. F. Lang home

Whereas Joseph A. White and Emma
of his wife did upon the 23^d day of Novem-
ber 1893 grant and convey to R. S.
Thomas, Trustee all of that certain house

and lot with its store and improvements in
the town of Smithfield on the West-Side
of the Main Street of the said town ad-
joining the lots on which he now resides
adjoining the lot of A. J. Cofer, Margaret
Marshall and the land of O. G. Deek
and now known as the Joseph A. White
lot: being the same lot which was
conveyed to the said Joseph A. White by
Mary E. Edwards by her last bearing
date on the 30th day of December 1882
and duly recorded in the clerk's office
of the County Court of DeKalb County
Ga. in Trust to secure the sum of

Five Hundred Dollars due and owing
- as by the bond of the to R. S. Thomas
and evidenced by the bond of the said J.
A. White to the said R. S. Thomas bear-
ing date on the 23^d day of November
1893 payable in demand with inter-
est from date with the provision
and condition that if default
should be made in the payment
of the said sum of money when demand

The Original Warrant of *Co*

U. S. DEPARTMENT OF JUSTICE

TO THE DISTRICT ATTORNEY

OF THE DISTRICT OF COLUMBIA

Admitted to
Record June
22nd 1897.

Recorded in Book
Book # 61. p 579

Pay Fee \$1.75

Witness the following signature and seal.

W F Langhorne

(Seal)

Tale of Wight County, to wit.

I, R. E. Boykin, a Commissioner in Chancery for the Circuit Court for the County aforesaid, in the State of Virginia, do certify, that W. F. Langhorne, whose name is signed to the writing hereto annexed, bearing date Feb'y 27th 1897, has acknowledged in the same before me in my said county.

Given under my hand this 27th day of February 1897.

R. E. Boykin

Commissioner in Chancery.

In the Clerk's Office of the County Court
of the County of Isle of Wight the ~~12~~
22nd day of June 1897. This deed
was presented and with the Certificate
annexed admitted to record.

Teste: *W. F. Young* Clk
By *Sam'l. H. Edwards*
Deputy

the said deed, the said M.F. Langhorne, being requested so to do by the said H.P. Chapman, in execution of the trusts in the said deed declared, having duly advertised the time, place and terms of sale, did, on the 30th day of January, 1900, in the town of Smithfield, expose to sale, at public auction, the tract of land aforesaid, for cash, at which sale, Emma J. White, being the highest bidder, became the purchaser, at the sum and price of Seventy Five Dollars, and whereas the said Emma J. White has paid to the said M.F. Langhorne the sum of Seventy Five Dollars, the purchase price of the said land as aforesaid.

NOW WHEREFORE, THIS DEED WITNESSETH, that the said M.F. Langhorne, trustee as aforesaid, for and in consideration of the premises, and for the further consideration of the sum of Seventy Five Dollars, to him cash in hand paid, before the signing, sealing and delivery of this deed the receipt whereof is hereby acknowledged, which said sum is to be appropriated and applied as by said deed directed, doth grant, with special warranty, unto the said Emma J. White, all of that certain lot, piece or parcel of land, situate, lying and being in the County of Isle of Wight, and State of Virginia, adjoining the town of Smithfield, and bounded by Pagan Creek, the public road leading from Smithfield to Burwell's Bay, lands of Isaac Thomas and others, formerly occupied as a mill site by Bergen and Wren, containing by estimation FOUR acres, be the same more or less, but it is expressly understood and agreed that the said land was sold, and is conveyed, in gross as the parcel and not per acre, it being the same land which was conveyed to the said M.F. Langhorne, trustee, as aforesaid, by the deed of trust aforesaid, to which deed reference is hereby had for a more particular description of the land hereby conveyed.

This Deed, made this 27th day of February 1897, between M.F. Langhorne, of the County of Isle of Wight and State of Virginia, of the first part, and Emma J. White, of the County and State of Virginia, of the second part. Whereas Jos A. White and Emma J. White, by their deed, bearing date May the 5th 1894, and duly recorded in the Clerk's Office of the County Court of the County of Isle of Wight in Deed Book 56, page 77, did convey in trust to the said M.F. Langhorne, all of that certain piece or parcel of land, situate, lying and being in the County of Isle of Wight, and State of Virginia, adjoining the town of Smithfield, and bounded by Pagan Creek, the public road leading from Smithfield to Burwell's Bay, the lands of Isaac Thomas, and others, formerly occupied, as a mill site, by Bergen and Wrenn, containing by estimation FOUR acres, be the same more or less, but it is expressly understood and agreed that the said land is conveyed in gross, and by the parcel, and not per acre, to which deed reference is hereby had for a more particular description of the land therein conveyed, to indemnify and save harmless B.P. Chapman, as endorser of the note in said deed mentioned; and whereas the said Jos A. White failed to indemnify and save harmless the said B.P. Chapman, the endorser of the said note as aforesaid; and whereas the said B.P. Chapman, by virtue of his endorsement aforesaid, has been compelled to pay of an discharge the said note to the holder thereof; and whereas by the said deed the said M.F. Langhorne was empowered, on the failure of the said Jos A. White to indemnify and save harmless the said B.P. Chapman by reason of his endorsement aforesaid, to sell the said tract or parcel of land for the purposes of the trusts in the said deed declared; and whereas the said Jos A. White, having failed to perform the requirements contained in

5 1811
Emma J. White & Jos. A. White.

And. AGREEMENT.

F. W. Randolph.

Admitted to Record
January 25th 1900

Recorded

U. B. 65 Page 18

Exam - Verfd.

Fay & Co \$2.00

Paid

Isle of Wight County, to wit.

I, R.E. Boykin, a Commissioner in Chancery for the Circuit Court for the County aforesaid, in the State of Virginia, do certify that Emma J. White, Jos. A. White and F.W. Randolph, whose names are signed to the writing hereto annexed, bearing date January 19th 1900, have acknowledged the same before me in my said county Given under my hand this 26th day of January 1900.

R. E. Boykin
Comr in Chcy.

In the Clerks Office of the County Court of Isle of Wight County, the 25th day of January 1900. This agreement was received and with the annexed certificate admitted to record.

Teste N. J. Young &c.

pense, and to be removed by the said Emma J. White, when requested so to do by the said ~~Emma J. White~~ ^{F.W. Randolph}, within thirty days after the same shall have sufficiently dried. The said logs to be cut by the said F.W. Randolph, with all reasonable dispatch, as and when the same are delivered as aforesaid.

It is mutually covenanted and agreed between the parties aforesaid, that, in the event of the failure or refusal of the said F.W. Randolph to cut the said logs, according to his covenant in that behalf, or to complete the cutting as aforesaid, or in the event the said Emma J. White should not deliver to be cut sufficient logs, the cutting of which under this agreement would amount to the sum of ~~Five Hundred and Sixty Six~~ ^{Dollars and Sixty Two Cents} the balance of the purchase price as aforesaid, which is optional with her, then and in that event, the said F.W. Randolph, shall, within six months from his failure or refusal to cut logs as aforesaid, or within six months from the time the said Emma J. White shall notify him she desires no more logs to be cut under this agreement, pay to the said Emma J. White, the balance which may be then due on the purchase price of the said property, with interest on such balance from the date of this agreement, first crediting the said ~~purchase~~ ^{purchase} price with the agreed price per thousand feet of all logs cut under and by virtue of this agreement.

Witness the following signatures and seals.

Emma J. White. (Seal)
Law A. White (Seal)
Fred W. Randolph (Seal)

to Surry Court House; thence N: 86 1/2 W. Fifty Seven (57) feet to ordinary low water mark on Pagan Creek; thence along ordinary low water mark of Pagan Creek to the point of beginning, with its appurtenances, together with a right of way over and across the land of the said Emma J. White lying between the land hereby agreed to be conveyed and the said County road, which right of way is through the gate on the said county road, as now located, over the said land of the said Emma J. White to the land hereby agreed to be conveyed, to the point designated by an iron stob twelve feet from the gate post aforesaid of the said gate.

Second. One 45 horse power saw-mill, built by Ettinger & Edmunds, one Engine and Boiler, all of which are now on the land hereby agreed to be conveyed, together with each and every article pertaining or belong thereto.

The said F.W. Randolph, for and in consideration of the covenant and agreement hereinbefore, on the part of the said Emma J. White and Jos. A. White, covenanted and agreed to be done and performed, doth covenant and agree to and with the said Emma J.

White that, in addition to the said sum of *Three Hundred and Thirty Three Dollars and Thirty Eight Cents* Dollars, so paid to her in cash, as aforesaid, he the said F.W.

Randolph will pay to her, the said Emma J. White, the further sum of *Five Hundred and Sixty Six* *and Sixty Two Cents* Dollars, to be paid by

sawing for the said Emma J. White, at the said saw-mill such logs as she may deliver, at the chute of the said mill, at the rate and price of Three Dollars per thousand feet, board measure, until

such rate and price for logs sawed as aforesaid, shall equal and amount to the said sum of *Five Hundred and Sixty Six Dollars and Sixty Two Cents*.

the balance of the agreed purchase price of the said property as aforesaid. The said lumber, when cut, to be hacked or racked on the yard of the said mill by the said F.W. Randolph at his ex-

but no longer

T H I A G R E E M E N T ,made and entered into this 19th day
of January 1900,between Emma J.White,and Jos.A.White,her husband
of the County of Isle of Wight,and State of Virginia,of the
first part,and F.W.Randolph,of the County and State aforesaid,
of the second part: W I T N E S S E T H,that the said Emma J.
White and Jos.A.White,her husband,for and in consideration of
the sum of *Three Hundred and Thirty Three Dollars and ^{Thirty Eight Cents}* to the
said Emma J.White,cash in hand paid,before the signing and seal-
ing of this agreement,the receipt whereof is hereby acknowledged
and for the further consideration of the covenant and agreement
of the said F.W.Randolph to pay to her,the said Emma J.White,the
further sum of *Five Hundred and Sixty Six ^{Dollars and Sixty Two Cents}* as hereinafter
covenanted and agreed,and his covenants and agreements in that
behalf,upon the performance of the said covenants and agreements
according to the true intent and meaning thereof,to sell and con-
vey unto the said F.W.Randolph,in fee simple and of absolute
right,with general warranty,with the usual covenants of title,,
the following property,to wit:

First. All of that certain tract or parcel of land,situate,lying
and being in the County of Isle of Wight,in the State of Virgini-
a,near the town of Smithfield,and bounded as follows. Commen-
cing on Pagan Creek,at the corner of the lands of Isaac Thomas,
thence N.10 1/2 E.One Hundred ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~(100)feet to a cedar stob; thence S.
81 E.One Hundred and Fifty Three(153)feet to a persimmon tree;
thence N.62 1/2 E.Eighty Three(83)feet to an iron stob,a corner
on the lands of the said Emma J.White and V.Wrenn; thence S.22
E.Three Hundred and Forty Three feet(343)to an iron stob,twelve
feet from a gate post on the County road leading from Smithfield

In the County Court of Iowa of Wagon County August 23rd, 1900.

On motion of Joseph A. White, who made oath and together with W. Joe Edwards, his security, appeared into and acknowledged a bond to the people of twenty two hundred (\$200) dollars, with condition according to law, a certificate of said condition is granted him on the estate of Ezra J. White, deceased. Ordered that the said bond be recorded.

And it is ordered that W. Joe Edwards, W. G. Reese, J. D. Gray, George Dale and Jas. A. Wilson, or any three of them, being first duly sworn for the purpose, do truly and justly appraise such of the goods and chattels of Ezra J. White, deceased, as may be produced to them, and return their appraisement under their hands at the law office.

A Copy,

Taken,

A. J. Young

C.C.

8/23/1900.

Exhibit 4211

Exhibit 4211

Exhibit 4211

Exhibit 4211

Exhibit 4211

John W. Gray
Mrs. Julia Bell
Mr. A. J. Carroll
J. B. Washington
Miss Virginia
Miss Marnie Owen

173-6.41(11.28)
14

DB 66 p 9.

Convey to J. & W. S. & Co. rights to
Carrage Lane along the road

Stately Bridge & Co.

2/1 J. & W. S. & Co.

J. & W. S. & Co. Master for Cawling &
Hark

Dated Oct 24th 1902, recorded in
DB No 67, page 551, admitted
to record Nov 20th 1902. Conveys
Crops of Rovers -

Stately Brown & Co.

2/1 J. & W. S. & Co.

J. & W. S. & Co. Master for J. & W. S. & Co.
Jan 6th 1896, DB 61 page

252. Conveys Carrage & Whitney
from in mass to Sec. Hoover

Note this deed of trust is marked
Satisfied in full -

J. & W. S. & Co.

2/1 J. & W. S. & Co.

Stately & Minnie Brown

Deed Dated Jan 6th 1896, recorded
in DB No 61, page 238, admitted
to record Jan 4th 1897, Conveys with
General Warranty - the Carrage &
Whitney from containing 11 1/2 acres
more or less, bounded by the land of J. & W. S. & Co.
Done at New York - J. & W. S. & Co.

S & M Brand for New Canaan
 11 1/2 acres, value land \$900, value
 of Buildings 300 - total - \$1,200

Storrey Brown, Mabree Runney, land
 76 acres, value of land \$1000

S Brown et al from J. F. White,
 18.75 64.230
 Some to S. J. Crumpler. T.D. 61, 352

S. Brown to J. W. Jordan	65	64.71	✓
" " " " "	65	273	✓
" " " " "	66	9	✓
" " " " "	67	38	✓
" " " " "	68	3	✓
" " " " "	68	6	✓
" " " " "	68	11	✓
" " " " "	70	466	✓

Total Currents & Debt of Sale
 Cash 258.78
 Currents - 149.71

Legatee of L. A. Washington
 Mrs. Wm. Gay, Mrs. Indiana Bell, Mrs. D. O.
 Carrall, & B. Washington, Miss
 Virginia T. Miss Nellie Ford
 One share

#2

Storey Brown et al
 of that said
 J. P. Gordon trustee for J. P. Gordon
 dated Jan. 1st 1903, recorded in D.O.
 No. 68 at page 6, admitted to record
 Jan. 5th 1903, conveys the 76 acs
 more or less of land of J. P. Gordon
 the payment of \$550.00 evidenced
 by two bonds of even date herewith
 and payable as follows: \$55.00 Jan
 1st 1904, \$55.00 Jan 1st 1905, \$55.00
 Jan 1st 1906, \$55.00 Jan 1st 1907, \$55.00
 Jan 1st 1908, \$55.00 Jan 1st 1909,
 \$55.00 Jan 1st 1910, \$55.00 Jan 1st
 1911, \$55.00 Jan 1st 1912, \$55.00 Jan 1st
 1913.

J. C. Williams et al
 of Oregon & Ore
 Storey Brown et al
 Dated Oct 18th 1904, recorded
 in D.O. No. 68 page 11, ad
 mitted to record Jan 5th 1905.
 And executed by J. C. Williams
 Geo. D. Williams, R. C. Green, Anne
 L. Williams, Frank M. Parker, Mary
 M. Parker & Sarah M. Parker
 Conveys 76 acs more or less and
 is bounded by the lands of J. F. Whitney
 J. Q. Williams, J. P. Gordon, land
 belonged to Abigail Buckley and
 consideration \$400.00

B. F. P. [unclear]
 T. C. [unclear]
 Secy. [unclear]

\$2500.00

\$2500.00

\$431708.00

Receivable 100

231.75

12.50

\$194.25

and the bond of H. Geo. Burkley
Consideration \$1000 00

B. P. Chapman Judge

¹⁵
Storrs, Baur, Maggie Baur

Nov 6th 1903

#66⁰⁸ with interest from Oct 22nd
1903, until paid \$1 00 costs.

Shirley Brauer at
of Trust Deed
Robert W. Wether, Trustee for Beverly
Ponath.

Deed made 27th Dec 1904, recorded
in D.B. No. 70 page 466, admitted
to record Dec 29th 1904, conveyed
over of land of 76 acres bought
of the Union & Beverly, Boston
a Deed, the payment of the
sum of \$4000, evidenced
by two notes of \$200 each, payable
in one & two years from date.

Shirley Brauer at
of Trust Deed

James D. Jordan, Trustee for J. D. Jordan
Deed Jan. 1st 1903, recorded in
D.B. No. 68 at page 3, admitted to
record Jan. 5th 1903, conveyed 11 ac.
cons. more less, the whole lying in trust
to James D. Jordan, \$1000
evidenced by ten bonds of even date, pay-
able as follows: One bond for \$100 payable
Jan. 1st 1904, \$100 Jan. 1st 1905, \$100 payable Jan.
1st 1906, \$100 payable Jan. 1st 1907, \$100 Jan.
1st 1908, \$100 Jan. 1st 1909, \$100 Jan. 1st 1910,
\$100 Jan. 1st 1911, \$100 Jan. 1st 1912, \$100
Jan. 1st 1913.