

1914-008 Chancery Causes: Missouri Anthony vs William Anthony, Jesse Clinton
Isle of Wight County Butler + Ethel Rosaline Butler, by v c

128

other SURNAMES: Holland,
Saunders, Crumpler, Laine,
Hall, Spivey

ag. of Anthony
Lindley.

Missouri Anthony.

vs) Bill

William Anthony et als.

June 21, 1912
Bill filed in Open
Court. Ans of Wm
Anthony and gdn and
letters filed. Deeds for
accounts entered and
case ordered to docket

GEO. F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA:

JUNE TERM, 1912.

Missouri Anthony.....Plaintiff,

VS.) In Chancery

William Anthony, and Jesse Clinton Butler and Ethel
Rosaline Butler (the last named two
being Infants under the age of
twenty-one years), and W. L. Folk,
Guardian ad Litem for the infants,
Jesse Clinton Butler and Ethel Rosa-
line Butler.....Defendants.

TO THE HONORABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF
WHITE:

-----e0o-----

Complaining, sheweth unto the Court, your complainant
Missouri Anthony, that she was, sometime during the year 1898,
married to Henry Butler; that the said Henry Butler was, during
his lifetime, seized and possessed of certain real estate lying
and being in Newport Magisterial District, in the County of Isle
of Wight, State of Virginia, containing SEVENTY (70) ACRES, more
or less, and bounded and described as follows: By the lands now,
or late of P. J. Edwards, Hardy Brothers, or the estate of John
M. Gay, and J. L. White. It being the same land conveyed to the
said Henry Butler by William S. Holland, Special Commissioner, by
deed dated on the 11th day of May, 1904, and recorded in the
Clerk's Office for the County of Isle of Wight, in D.B. 69, page
503.

And being so seized and possessed of the said real
estate, during the year 1909, the said Henry Butler departed this

life testate, devising by his last will and testament, which said will was probated in the Circuit Court for the County of Isle of Wight, on the 5th day of April, 1909, a copy of which is filed herewith, marked exhibit "A", and prayed to be read as a part of this bill, all of his land to Missouri Butler, your complainant, and his two (2) children, named in said will as follows: Jesse Clinton Butler and Ethel Rosaline Butler, the said Jesse Clinton Butler being now of the age of thirteen (13) years and Ethel Rosaline Butler being of the age of seven (7) years.

Your complainant here states that since the death of her husband, Henry Butler, she has married William Anthony, one of the defendants to this suit.

And your complainant further states that the said real estate is, as she believes, susceptible of partition among the parties thereto; but if it be not, then your complainant desires the same to be sold, and the proceeds divided among your complainant and the defendants, according to their respective rights; the shares of the said infant defendants to be held as directed by the statute in such case made and provided. Should the property not be divisible in kind, your complainant believes, and here states, that the interests of those who are entitled to the said real estate, or its proceeds, will be promoted by a sale of the whole of the said real estate, or by an allotment of part and sale of the residue.

In tender consideration whereof, and for as much as your complainant is demediless in the premises save by the aid of a court of equity, where matters of this kind are alone and properly cognizable, your complainant prays that the said Anthony Butler, Jesse Clinton Butler and Ethel Rosaline Butler be made parties defendant to this bill, and required to answer the same; that a proper guardian ad litem be assigned the infant defendants to defend their interests in this suit, who shall also

answer this bill; that proper process issue; that the said real estate be divided between the several parties entitled thereto, and your complainant's portion thereof be allotted to her, and in case the said real estate to be partitioned cannot be partitioned and divided in kind, that the same be exposed to sale, and the proceeds be divided among the parties entitled thereto; that all proper orders and decrees may be made and that proper inquiries may be directed, and that all such other, farther and general releif may be afforded your complainant as the nature of her case may require, or to equity shall seem meet. And notice is hereby given that proper counsel fees will be asked for in the progress of this suit. And your complainant will ever pray, &c.

Missouri Anthony.

By _____ Counsel.

Subscribed and sworn to before me in the
County of Sale of Wright, Virginia this
1st day of June 1912.

Geo. D. Whitley,
Commissioner in Chancery.

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Missouri Anthony,

ANSWER OF

VS) William Anthony

William Anthony, et als.

Filed June 21/1912

GEO. F. WHITLEY

ATTORNEY-AT-LAW

SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA:

JUNE TERM, 1912.

* * * * *
Missouri Anthony,
- VS -
William Anthony, et als.
* * * * *

-----oOo-----

The answer of William Anthony to a bill in equity exhibited against him and others in the Circuit Court for the County of Isle of Wight, by Missouri Anthony.

This respondent saving and reserving and so forth, for answer to the said bill says that he believes the statements therein made are true. This respondent does not object to the sale of the land as prayed for in the said bill; he concurs in the prayer of the said bill.

And now, having fully answered, he prays to be hence dismissed with his costs, &c.

*Witness
Ben. Whitley.*

William Anthony
mark

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Missouri Anthony

ANSWER OF
VS) Guardian ad Litem

William Anthony, et als.

Filed June 21/1912
[Signature]

GEO. F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA:
JUNE TERM, 1912.

* * * * *
Missouri Anthony,
- VS -
William Anthony, et als.
* * * * *

-----oOo-----

The answer of Jesse Clinton Butler and Ethel Rosaline Butler, infants under the age of twenty-one years, by W. L. Folk (a discreet and competent attorney at law), their Guardian ad Litem, assigned to defend them in this suit, and the answer of the said W. L. Folk, Guardian ad Litem of the said infant defendants, to a bill of complaint exhibited against the said infants and others, by Missouri Anthony in the Circuit Court for the County of Isle of Wight.

For answer to the said bill the said infant defendants by thier guardian ad litem answer and say that being of tender years they do not know what their true interests are in relation to the subject-matter of the said bill, nor do they know whether the statements therein contained are true or not. They confide the protection of their interests therein to the care of the Court. And the said Guardian ad Litem of the said infant defendants, for answer to the said bill, answers and says that he known nothing as to the truth or falsity of the statements in the bill contained. He prays full protection for the infant defendants. And now, having fully answered, these defendants

pray to be hence dismissed, with their costs, &c.

Jesse Clinton Butler

Ethel Roseline Butler

By

W. L. Folk,
Guardian ad Litem.

W. L. Folk

, Guardian ad Litem of the said infants.

State of Virginia,

County of Isle of Wight, to-wit:

Sworn to before me in my County aforesaid by W. L. Folk, Guardian ad Litem as aforesaid, this 1st day of June, 1912.

John D. Hedger Notary Public.
My Commission expires Oct 6 "1914"

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Missouri Anthony.

REPORT OF
VS) COMMISSIONER IN CHANCERY

William Anthony, et als.

Filed Sept 23/1912

GEO. F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

* * * * *
 Missouri Anthony.....Plaintiff,
 -VS-
 William Anthony, et als,.....Defendants.
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DEPOSITIONS of E.L.Laine, et als, witnesses, taken
 before me, A. S. Johnson, a Commissioner in Chancery for the Cir-
 cuit Court for the County of Isle of Wight, in the State of Virgi-
 nia, on the 25th day of September, 1912, in pursuance of the annex-
 ed notice, at the Office of George F. Whitley, Attorney-at-Law, in
 the Town of Smithfield, Virginia, between the hours of 11:00 a.m.
 and 6:00 p.m., to be read in evidence in a suit in which Missouri
 Anthony is plaintiff, and William Anthony, and others, are defen-
 dants, pending in the Circuit Court for the County of Isle of
 Wight, State of Virginia.

PRESENT: George F. Whitley, Counsel for Plaintiff,
 and W. L. Folk, Guardian ad Litem.

E. L. Laine being first duly sworn, deposeth and saith
 in answer to interrogatories as follows:

EXAMINATION BY MR. WHITLEY.

Q. Please state your name, age, residence and occupation.

A^C₄ E. L. Laine; thirty-three years; Isle of Wight County, Virginia; farmer.

Q. Mr. Laine, you have just heard read the description of the land mentioned in the bill filed in this suit, which was owned by Henry Butler, dec'd. Are you acquainted with this piece of property, and if so, how long have you known it?

A. Yes, I am acquainted with it, and have known it; have lived close to it about twenty some years.

Q. Have you been on the property lately?

A. Have been there twice this year, and have passed by quite a number of times.

Q. The bill states that there is about seventy (70) acres in this piece of property. Do you know whether of not this is correct?

A. I think that's about correct. I have always understood that there was seventy acres in the piece of land.

Q. Is there any open land? If so, how many acres would you say?

A. There is some open land, and I would judge about eight or ten acres.

Q. Is the open land in a good state of cultivation?

A. Naturally the land is not especially good for growing of crops, and the soil is poor at the present time. The field is rolly and cut up by bogs.

Q. Are there any buildings on this property, and if so, what would you estimate the value of them?

A. There is a dwelling and a kitchen and a small crib or barn. I should'nt think they are worth over 100 or 150 dollars.

Q. Is there a fence around the property? If so, in what condition is it?

A. There is a fence around the property. but the condition of same is very bad. Strictly speaking I would not call it a fence, as it would not turn stock.

Q. According to your statement, there is about sixty acres of wood land. What is this mostly set with, pine, oak, or what kind of trees?

A. There are lots of very small pine trees. The larger trees consist of oak and gum.

Q. What is the nature of the soil?

A. The larger part of the land according to my idea, is a poquosin.

Q. Henry Butler died testate and by his will directed that this property be divided equally among his wife and his two children. Do you think that this property could be conveniently divided among the several parties entitled thereto?

A. I do not. To divide the property among the parties entitled to it would destroy the value of it to a great extent. In other words, to sell it as a whole, it would bring a great deal more, and too, it would be impractical to attempt to make a proper division of the property.

Q. Do you know whether or not any of the parties in interest will take the entire property and pay therefor to the other parties such sums of money as their interest may entitle them to?

A. I do not. In fact, I do not think that any of the parties interested are financially able to purchase the others interest.

Q. Do you think that the interest of those entitled to the property or its proceeds, will be promoted by a sale of the entire property, or by an allotment of part and sale of the residue?

A. I think that a sale of the entire property would be to the interest of all parties. An allotment of part and sale of the residue would be a disadvantage to the interest of those entitled to the property.

Q. What do you think the fee simple value of this land?

A. I should say not more than Five Hundred (\$500.00) Dollars.

Q. What do you think a fair annual value?

A. Rental value?

Q. Yes; that is what I mean.

A. As it now stands with no fence around it, it would'nt be worth but very little, but with a fence around it, it would be worth about \$30.00.

QUESTIONS BY THE COMMISSIONER.

Q. Mr. Laine; are you acquainted with all of the parties to this suit - they are, Missuori Anthony, William Anthony, Ethel Rosaline Butler and Jesse Clinton Butler?

A. Yes, sir.

Q. When Henry Butler died there were only two (2) children?

A. Yes, sir; only two.

Q. And the parties named in the bill as Jesse Clinton Butler and Ethel Rosaline Butler, a boy and a girl, are the children of Henry Butler?

A. Yes, sir.

Q. The ages of these two children mentioned in the bill are thirteen (13) and seven(7) years. Do you understand that these ages are correct to the best of your knowledge?

A. I think so.

Q. When Henry Butler died, did he leave any personal estate?

A. He left some, the value of which was small.

Q. About how much would you say?

A. Not over \$75.00.

Q. Mr. Laine, you are familiar with the provisions of what is known as the 'poor law'. Do you think the poor law would cover this entire personal property?

A. I think it would, as the property left consisted of one blind horse, a cart and wheels and household and kitchen furniture, a few

tools and farming implements.

Q. Do you know whether or not Henry Butler was sick for a long time next preceeding his death?

A. I think about three or four months, or more.

Q. During his illness did he remain at home, and was he under the care of a physician?

A. He was under the care of Dr. Seward for a while, and then he was carried to Richmond to a hospital.

Q. Do you know to what expense he was put during this illness?

A. Considering the length of time he was sick, I should say it was considerable.

Q. Do you think that the value of his personal estate and whatever money he might have had was probably consumed by attention during this illness?

A. I think the majority of it probably was consumed.

Q. Henry Butler left a will, so the bill states. Have you ever seen this will?

A. Yes, sir; I wrote the will myself.

Q. How long before his death was this will written?

A. I think may be some couple of weeks.

Q. Do you know when the will was admitted to probate?

A. I don't remember the date, but it was a very short while after his death, some thirty days or more.

And further this deponent saith not.

E. Litchman Laine

S. T. Butler being first duly sworn, deposeth and saith
in answer to interrogatories as follows:

EXAMINATION BY MR WHITLEY.

Q. Please state your name, age, residence and occupation?

X A. S. T. Butler; forty-eight years; Isle of Wight County,
Virginia; a farmer.

Q. Mr. Butler, are you acquainted with the land of which Henry
Butler died seized and possessed?

A. Yes, sir.

Q. How far do you live from it?

A. I suppose about one mile.

Q. About how many acres does this piece of land contain?

A. Seventy (70), I think, more or less.

Q. How many acres of open ground is there, if any?

A. In my estimation, fifteen (15).

Q. What is the nature of the soil, and how does the open land
lay?

A. It is washy and full of bogs.

Q. Do you know the parties to this suit who are named in the
bill as Missouri Anthony, William Anthony, Jesse Clinton Butler and
Ethel Rosaline Butler?

A. Yes, sir.

Q. Mr. Butler, Henry Butler left a will by which the property
mentioned in the bill was to be equally divided among the above
named parties. Do you think that the property could be convenient-
ly divided in kind among them?

A. No; I do not.

Q. Then how do you think the matter could be handled so as to
promote the best interest of all of the parties entitled to share
in this land?

A. By selling the whole tract and dividing the money.

QUESTIONS BY THE COMMISSIONER.

Q. Mr. Butler, you say this land could not be conveniently divided. Would it be possible to divide it in three parts having regard to quantity and quality?

A. Yes, sir; it is possible, but I am satisfied that more, and a great deal more compared to the value of the land, would be obtained by the sale of the entire property and a division of the money.

Q. Having regard to the interest of the infants, is this true?

A. Yes; I think it would be to the interest of the infants to sell the land and divide the proceeds.

Q. Mr. Butler, if this land were not sold now, or divided among the parties entitled in kind, but held intact and cultivated as you think it probably would be; do you believe that the infants would derive more benefit from it when they attained to their majority, than they will now if it is sold and the money divided?

A. I understand that there is a deed of trust on this property, and with interest accumulating all the time, I am satisfied that the interest of everybody would be best served by a sale of the property now, and a division of the proceeds by the Court.

QUESTIONS BY MR WHITLEY.

Q. Do you know whether or not any of the parties to this suit would take the entire property and pay the others for their shares?

A. I don't think they would.

Q. Do you think it would be convenient and profitable to allot a part of the land to any of the parties, and to sell the remainder?

A. No; I think not.

QUESTION BY THE COMMISSIONER.

Q. The two children mentioned in the bill are the only children of Henry Butler, so far as you know?

A. Yes, sir.

And further this deponent saith not.

J. W. Hall
+ *S. J. Rutles*

J. W. Hall, being first duly sworn, deposeth and saith
in answer to interrogatories as follows:

EXAMINATION BY MR. WHITLEY.

Q. Please state your name, age, residence and occupation?

A. J. W. Hall; thirty-eight years; Isle of Wight County, Virginia; a farmer.

Q. Are you acquainted with the land Henry Butler owned at the time of his death?

A. Yes.

Q. How far do you live from it?

A. About three-quarters of a mile.

Q. Do you know Henry Butler's family?

A. Yes, sir; there is a widow and two children, a boy and a girl.

Q. Mr. Hall, do you believe that the land of Henry Butlers can be conveniently divided among the wife and two children, as provided in the will of Henry Butler?

A. No, sir; not to the best interest of the parties.

Q. Then how could it be handled to the best interest of the parties?

A. I think the best way would be to sell the whole business

and divide the money.

Q. You of course, consider the infant children when you say this.

A. Yes, sir.

Q. Do you know whether any party in interest will take the entire property and pay to the other parties such sums of money as their interest may entitle them to?

A. No, sir; I don't think any of them can do it.

Q. Do you think that a part of this land could be allotted to any one or more of the parties, and a sale of the residue be made to advantage?

A. No, sir.

Q. How large a tract of land is this?

A. I think about seventy acres, more or less.

Q. What is the character of the land?

A. It is very poor.

Q. How many acres clear?

A. About ten (10) acres of it is clear, and the rest in wood land.

Q. What is the character of the wood land?

A. Full of scrub pine, gall bushes, gum and oak; no trash and no merchantable timber.

Q. What is a fair market value of this land?

A. I think \$500.00 is all it is worth.

Q. How much will it rent for a year?

A. I don't think it would rent for over \$30.00.

Q. What is the condition of the fence and buildings?

A. The buildings are very poor, and the fence - there is comparatively none.

And further this deponent saith not.

X J. M. Hall

S. T. Spivey, being first duly sworn, deposeth and saith
in answer to interrogatories as follows:

EXAMINATION BY MR. WHITLEY.

Q. Please state your name, age, residence and occupation?

A. S. T. Spivey; thirty-nine years; Isle of Wight County,
Virginia; farmer.

Q. Were you acquainted with Henry Butler?

A. Yes, sir.

Q. Do you know the land owned by him at the time of his death?

A. Yes, sir.

Q. What do you think is a fair cash market value for that land?

A. Not over \$500.00.

Q. What will it rent for a year?

A. About twenty-five or thirty dollars, maybe.

Q. Do you know whether any one has a deed of trust on it or not?

A. I have heard so.

Q. What size piece of land is it?

A. I think the deed says about seventy (70) acres, more or less.

Q. How much of it is clear?

A. About ten (10) acres.

Q. What is the character of the cleared land?

A. Very poor. Washy and divided up in little branchy places.

Q. Are the fences around it in good condition?

A. No, sir; very poor.

Q. What is the condition of the buildings?

A. They are very poor; not worth over \$40.00.

Q. You intend to include the out buildings in this answer?

A. Yes, sir.

Q. Mr. Spivey, having regard to the shares of all the parties,
the widow and the two children, to whom it was left; do you think

this property could be divided in kind, conveniently, among them?

A. No, sir; I do not.

Q. If you were to divide it in kind, would it, or would it not lose any of its value?

A. It would lose its value.

Q. Then Mr. Spivey, how would you dispose of this property to meet the best interest of all of the parties?

A. By a sale of the whole property and division of the proceeds.

Q. Do you know whether or not any of the interested parties will take the entire property and pay the others for their shares?

A. No, sir; I don't think any of them could do it.

Q. Do you think that a part of this land could be allotted to any one, or two of the parties, and the other sold to advantage?

A. No, sir; I do not.

Q. Would such a disposition of the property cause it to lose any of its value?

A. I think so.

Q. How far do you live from this land?

A. About a mile.

Q. You are well acquainted with it, are you not?

A. Yes, sir.

Q. What is the lay of this land?

A. It is poquosin, wet, branchy and washy, and would be expensive to drain.

And further this deponent saith not.

S T S Spivey

Commissioner's Office,
Isle of Wight, Virginia,
September 18th. 1912.

To Missouri Anthony, William Anthony, Jesse Clinton Butler, Ethel Rosaline Butler (the last two named being infants under the age of twenty one years) and W. L. Folk, guardian ad litem for said infants.

Take notice that I shall, at the office of George F. Whitley, Attorney at Law, in the Town of Smithfield, State of Virginia, in the County of Isle of Wight, on the 25th. day of September, 1912, at eleven o'clock A.M. proceed to execute the decree entered by the Circuit Court of the County of Isle of Wight on the 21st. day of June, 1912, in the suit in the said court depending styled Missouri Anthony vs. William Anthony and others, of which the following is an extract:

On consideration whereof the Court doth adjudge, order and decree that this cause be referred to one of the commissioners of this court who will inquire into and report to court the following queries:

1st. Whether or not the real estate in the bill and proceedings mentioned can be conveniently divided among the several parties entitled thereto:

2nd. If the same cannot be conveniently divided, ~~xx~~ whether or not any party will take the entire property and pay therefor to the other parties such sums of money as their interest may entitle them to:

3rd? And if the same cannot be conveniently divided, and no party will take the entire property and pay the others for their shares, whether the interests of those entitled to said property, or its proceeds, will be promoted by a sale of the entire property, or by allotment of part and sale of the residue:

4th. An account of the real estate, with a description thereof, of which Henry Butler died seized and possessed, with annual and fee simple values of the said land, and the respective interests of the parties entitled thereto:

5th. Whether or not there are any liens on the said land for delinquent taxes, or otherwise, and whether or not there are any liens on the interest of any party in the said land:

6th. Whether all the proper and necessary parties are properly before the Court.

Which several inquiries the said commissioner shall make and to the court report, together with any matter specially stated, deemed pertinent by him self, or required by any party in interest to be so stated.

At which time and place you are required to attend.

In witness whereof I have hereunto set my hand this the 18th. day of September, 1912.



Commissioner in Chancery.

We hereby accept
legal service of the
within notice;

Missouri Anthony
By Geo. P. Whitely atty.
William Anthony
By Geo. P. Whitely atty.

10/ Jack

Guardian ad litem

William M. Crumpler
Attorney at Law
Suffolk, Va.

Mr. A. S. Johnson,

Isle of Wight C. H., Va.

Dear Sir:

The amount due upon the Butler deed of trust formerly held by me figured to November 19th, presuming that there will be some delay in settlement, would be \$293.45. Of course, the commissioner will understand that legal interest should be added in the event settlement is not made by November 19th, 1912.

Yours very truly,

Wm. M. Crumpler

VIRGINIA: CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

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Missouri Anthony,.....Complainant

-VS-

William Anthony, et als,.....Defendants.

OFFICE OF A. S. JOHNSON,

COMMISSIONER IN CHANCERY,

SEPTEMBER 25TH. 1912.

TO HONORABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF
WIGHT, STATE OF VIRGINIA.

The undersigned, one of the Commissioners in Chancery
of Your Honor's Court, to whom has been referred the papers
in the above entitled cause in chancery therein depending for
the execution of a decree entered herein on the 21st. day of
June, 1912, respectfully reports:

That on the 18th. day of September, 1912, he issued notice
es to all the parties in the said cause, both complainant and
defendant, that he would, at the office of George F. Whitley,
Attorney at Law, in the Town of Smithfield, County of Isle of
Wight and State of Virginia, at eleven o'clock A.M. of the
25th. day of September, 1912, proceed to execute the said de-
cree, which said notice is hereto annexed and made a part of this
report, showing proper service thereof.

That your commissioner attended at the time and place mentioned in said notice, and no objection being offered to the execution of the said decree at that time, proceeded with the ~~execution thereof~~ ^{taking testimony of General Williams, which is filed herewith}, and is advised from the inquiries then and there taken, and from an examination of the records in the Clerk's Office of said court, and reports as follows:

1. That the real estate in the bill and proceedings mentioned cannot be conveniently divided among the several parties entitled thereto.

The reasons for this conclusion are given in the testimony and are mainly: That a very small portion of the land mentioned is open and in shape for cultivation; that it is under no fence; that the buildings are going down and are in practically a worthless condition at this time; that there is no timber upon the wood land; that it is swampy and boggy and full of branches; that a division of so small a tract of land would leave the several quantities worth less than the tract as a whole.

2. It does not appear that any party in interest will take the entire property and pay therefor to the other parties such sums of money as their interests may entitle them to.

From the evidence it appears that no one of the parties are really able to make a purchase of the whole or any part of the tract of land in the proceedings of this suit mentioned.

3. The evidence submitted herewith, in the opinion of your Commissioner, is conclusive that the interests of all concerned, having due reference to the infant defendants and their interest, will be promoted by a sale of the entire tract, as a unit, and a division of the proceeds under the direction of the court. A part of the property cannot be allotted to advantage and the residue disposed of and the proceeds divided.

4. From the evidence it appears that the real estate

mentioned is not worth over the sum of five hundred dollars. It is assessed at three hundred and fifty dollars for the land and the buildings at one hundred, making a total assessment of \$450.00, for the year 1912, on the land book. This assessment is considered in excess of the usual ratio. The land was purchased at the sale of the estate of Solomon Butler, the father of the said Henry C. Butler, mentioned in the Bill and proceedings of this suit, for the sum of \$501.00, the same being conveyed to the said Henry C. Butler by William S. Holland, Special Commissioner, by deed bearing date on the 11th. day of May, 1904, and which is of record in the Clerk's Office of this Court in Deed Book No. 69, page 503, the said land being described in said deed as seventy (70) acres, more or less, adjoining the lands of R. J. Edwards, Hardy Brothers, John M. Gay and J. E. White. The buildings have decreased in value since the date of the afore mentioned deed, in all probability, and the place is not as well kept up now as it was during the life time of the said Henry C. Butler.

The annual value of the said land, it appears, is not to exceed thirty dollars; and, according to the testimony of one of the witnesses, the expense of putting the fence in proper repair ought to come out of this for the first year, at least.

From the provisions of the will of Henry C. Butler it appears that his wife, Missouri Anthony (formerly Missouri Butler who has, since the death of Henry Butler, married one William Anthony) and his two children, Ethel Rosaline Butler, of the age of seven--- years, or about that, and Jesse Clinton Butler, aged thirteen years, or about that, are entitled to equal shares in the said property and the whole of it, they being the only devisees of the said Henry C. Butler, and to whom he devised all his land.

5. Your commissioner finds no liens by taxes delinquent,

against the said tract of land.

The following liens are found of record, upon which special inquiries have been made, and the following information adduced, with the sources of information:

Solomon Butler, by his deed bearing date on the 8th. day of June, 1894, conveyed the tract of land herein mentioned to F. R. Berryman, in trust to secure to P. D. Gwaltney Jr. & Company the payment of the sum of \$25.00, evidenced by one bond of even date with the said deed of trust, for the said sum of twenty five dollars, payable on December 1st. 1894. No satisfaction appears to this deed, of record, upon the margin of the page of the deed book where it is recorded, nor does any release deed appear. At the 1st. February rules, 1899, a Bill in Chancery was filed in the said court by M. F. Hall, praying that the land of which Solomon Butler died seized and possessed might be subjected to the payment of a judgment of the said M. F. Hall, of record, for the sum of \$21.46, dated Feb. 15th. 1897 in favor of the said M. F. Hall against the said Solomon Butler, together with costs amounting to \$1.35, said judgment being docketed in Judgment Docket No. 2, page 220, and which is also unsatisfied as appears on the said judgment docket, and where it should properly appear. Filed in the papers of the said suit is the bond afore mentioned, payable to the said P. D. Gwaltney, Jr. & Co. for the sum of \$25.00 as aforesaid, with assignment thereon, for value, and which seems to be in due form, to the said Henry C. Butler, which clears the land of the lien of this deed of trust in fact, but not of record. The amount of the judgment in favor of the said M. F. Hall, appears to have been paid from the proceeds of sale of the said land, which was sold to satisfy the debts due by said estate, to Samuel H. Edwards, attorney for the said M. F. Hall. This being true, all of which appears from an inspection of the papers in the said suit, the liens here mentioned should be satisfied of record, and your Commissioner Recommends that the Court

direct said liens to be properly cleared of record.

Missouri Anthony, the complainant herein, before her marriage with the said William Anthony, as Missourian Butler, by her deed bearing date on the 19th. day of April, 1909, conveyed her interest in the said tract of land to B. L. Saunders in trust to secure to S. A. Crumpler the payment of the sum of *the sum of \$193.45 being due on this debt November 19, 1912, as will* \$300.00. There are other parties to this deed and other property conveyed thereby, this being a part of the security for the payment of the loan, covered by said deed, the other parties thereto, your Commissioner believes, being relatives of the said Missouri Anthony and either assisted her in securing this loan, or secured a loan for all of them. Your Commissioner is not advised whether or not the said Missouri Anthony owes all the money secured by this deed of trust, but it is a lien, the whole amount, upon her estate, so far as shown by the record. This deed of trust is of record in Deed Book No. 78, page 691.

appears from letter of Wm Crumpler. City filed herewith

6th. All of the proper parties to this suit appear to be before the Court.

Respectfully submitted,

W. Johnson

Commissioner in Chancery.

Commissioner's fee,.....\$ 12.50

8

Missouri Anthony,

REPORT OF
SPECIAL COMMISSIONER.

William Anthony, et als.

*Filed Dec
16/1912
JMS [Signature] CC*

GEO. F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT,
VIRGINIA:

* * * * *
Missouri Anthony,.....Complainant,
- VS -
William Anthony, et als,....Defendants.
* * * * *

-----oOo-----

TO THE HONORABLE F. D. WHITE,

JUDGE OF THE CIRCUIT COURT FOR ISLE OF WIGHT COUNTY:

The undersigned, George F. Whitley, Special Commissioner, appointed as such by a decree entered in this cause on the 23rd day of October, 1912, to sell the real estate in the bill and proceedings mentioned, respectfully reports that pursuant to the said decree, after having given bond therein required, and advertised the sale of said real estate for twenty (20) days by hand-bills conspicuously posted in ten or more public places in the County of Isle of Wight, State of Virginia, offered for sale the said real estate, at public auction, in front of the United States Post Office in the Town of Smithfield, Virginia, on Friday, the 29th day of November, 1912, at 11:00 o'clock, a.m., on the terms mentioned in the said decree, at which sale the said real estate was struck off to R. J. Edwards, he being the highest bidder therefor, at the price of ONE THOUSAND AND FORTY (\$1,040.00) DOLLARS; that the said R. J. Edwards has paid to your commissioner the sum of THREE HUNDRED AND FORTY SIX and 66/100 (\$346.66) DOLLARS, one-third of the purchase price, which said amount is now deposited

in The Merchants & Farmers Bank, Incorporated, at Smithfield, Virginia; that on the date of sale, the said R. J. Edwards executed and delivered to your commissioner his two (2) bonds, for the sum of THREE HUNDRED AND FORTY SIX and 67/100 (\$346.67) DOLLARS, each, said bonds being payable to your commissioner twelve (12) and twenty-four (24) months from date, with interest from date.

Your Commissioner would recommend that the said sale be confirmed, the amount of the bid received for same being about twice as much as the evidence taken in this cause, shows the property to be worth.

Respectfully submitted,



Special Commissioner.

Missouri Anthony.

VS) REPORT OF
SPECIAL COMMISSIONER:

William Anthony, et als.

1413
July 17
Filed J.D.W.

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT,
VIRGINIA:

* * * * *
Missouri Anthony,.....Complainant,
- VS -
William Anthony, et als,....Defendants.
* * * * *

-----oOo-----

TO THE HONERABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

The undersigned Special Commissioner begs leave to report as follows: that pursuant to a decree entered in this cause on the 16th day of December, 1912, he has collected from R. J. Edwards, the purchaser of the property mentioned in the bill and proceedings, the sum of Six Hundred and Ninety-three and 34/100 (\$693.34) Dollars, it being the balance of the purchase price, and that he has also collected from the said R. J. Edwards the sum of Twenty-two and 53/100 (\$22.53) Dollars, it being the amount of the interest due on the said \$693.34 calculated from the 29th day of Novemver, 1912, to the 14th day of June, 1913; that he has deposited the said amounts to the credit of the said Special Commissioner in The Merchants & Farmers Bank, Inc., of Smithfield, Virginia, and that he has executed a good and sufficient deed of Special Warraty, to the said R. J. Edwards, for the property mentioned and described in the said decree; *and that there is now ^{deposited} in the Merchants and Farmers Bank Incorporated, of Smithfield Virginia the sum of \$7346.66.*

Respectfully submitted,

B. D. White
Special Commissioner

Missouri Anthony,

VS)

Report
~~DECEASED~~:

William Anthony, et als.

*1913
July 18.
Filed -*

GEORGE F. WHITLEY

ATTORNEY-AT-LAW
SMITHFIELD, VA.

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

* * * * *
Missouri Anthony,.....Plaintiff,
- VS -
William Anthony, et als,.....Defenfants.
* * * * *

-----oOo-----

TO THE HONERABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

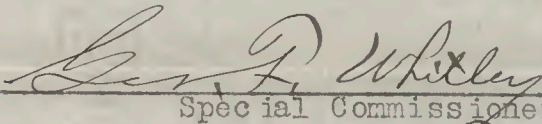
Pursuant to a decree entered in this cause on the 17th day of July, 1913, the undersigned Special Commissioner reports the cost of this suit, his commissions, and attorney fee, as follows:

To amount received from sale of land,	\$ 1,040.00	\$
To " interest received,	22.53	
By amount due D. J. Mood for printing hand bills,	2.50	
By amount due R. A. Edwards, crier's fee,	8.00	
By amount of Clerk's fee,	10.50	
By amount due R. A. Edwards, Sheriff, for serving summons,	1.50	
By amount taxed attorney fee,	15.00	
By amount due Geo. F. Whitley for drawing Commissioner's deed,	10.00	
By amount due I. E. Pitman, Notary Public, taking acknowledgment to Commissioner's deed,	.50	
By writ tax,	1.50	
By Commissioner in Chancery's fee,	12.50	
By amount taxes due for 1912,	6.51	

By amount due A. S. Barrett, premium on bond,	9.50
By amount of Special Commissioner's commissions,	30.25
By attorney's fee,	75.00
By amount to be reserved for taxes for 1913, figured on \$1,062.53 at the rate of .0197 $\frac{1}{2}$	20.98
Balance,	858.29
	<u>\$ 1,062.53 \$ 1,062.53</u>

The undersigned Commissioner further reports, that the amount of the principal of the debt due S. A. Crumpler is \$293.45; that the amount of interest due on the above amount, as figured from the 19th day of November, 1912, to the 18th day of July, 1913, is \$11.68.

Respectfully submitted,


Special Commissioner.

Missouri Anthony,

VS) REPORT OF
SPECIAL COMMISSIONER:

William Anthony, et als.

Filed Jan 5th 1914
Trst. Anthony & Co.

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA,
DECEMBER TERM, 1913.

* * * * *
Missouri Anthony,.....Plaintiff,
- VS -
William Anthony, et als,.....Defendants.
* * * * *

-----oOo-----

TO THE HONERABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

The undersigned Special Commissioner respectfully reports that pursuant to a decree entered in this cause on the 18th day of July, 1913, he has paid out of the proceeds derived from the sale of the real estate in the bill and proceedings mentioned, the cost of the suit, the attorney's fee, and disbursed the remainder, as follows:

To amount received from sale of land,	\$ 1,040.00	\$
To amount of interest received,	22.53	
By amount paid D. J. Mood for printing hand-bills, per voucher,	2.50	✓
By amount paid R. A. Edwards, crier's fee, per voucher,	8.00	✓
By amount paid A. S. Johnson, Clerk's fee, per voucher,	10.50	✓
By amount paid R. A. Edwards, Sheriff, for serving summons, per voucher,	1.50	✓
By amount paid George F. Whitley, taxed attorney fee, per voucher,	15.00	✓

By amount paid George F. Whitley for drawing Commissioner's deed, per voucher,	10.00
By amount paid I. E. Pitman, Notary Public, for taking acknowledgment to Commissioner's deed, per voucher,	.50
By amount paid A. S. Johnson, writ tax, per voucher,	1.50
By amount paid A. S. Johnson, Commissioner's fee, per voucher,	19.18
By amount paid W. E. Laine, Treasurer, 1912 taxes, per voucher,	6.51
By amount paid George F. Whitley, Special Commissioner's commissions, per voucher,	30.25
By amount paid George F. Whitley, Attorney's fee, per voucher,	50.00
By amount paid W. E. Laine, Treasurer, 1913 taxes, per voucher,	14.30
By amount paid S. A. Crumpler for deed of trust on Missouri Anthony's interest, per voucher,	294.43
By amount paid Missouri Anthony, mother of Ethel Roseline Butler and Jesse Clinton Butler, per voucher,	588.86
By amount paid A. S. Barrett, premium on bond, per voucher,	9.50
	<u>\$ 1,062.53 \$ 1,062.53</u>

Respectfully submitted,


Special Commissioner.

5/14.30
4.73
9.46

Received of George F. Whitley, Special Commissioner
in the suit of Anthony vs Anthony, the sum of Two and 50/100 (\$2.50)
Dollars, for printing hand-bills.

Smithwick
Aug 18, 1913

D. F. Wood

Received of George F. Whitley, Special Commissioner
in the suit of Anthony vs Anthony, the sum of Eight (\$8.00) Dol-
lars, crier's fee.

R. A. Edwards
Crier.

Received of George F. Whitley, Special Commissioner
in the suit of Anthony vs Anthony, the sum of Ten and 50/100
(\$10.50) Dollars, Clerk's fee.



Clerk.

Received of George F. Whitley, Special Commissioner
in the suit of Anthony vs Anthony, the sum of One and 50/100
(\$1.50) Dollars, for serving summons.

R. H. Edwards S. H. P.
Sheriff.

Received of George F. Whitley, Special Commissioner
in the suit of Anthony vs Anthony, the sum of Fifteen (\$15.00)
Dollars, taxed attorney fee.

Geo. F. Whitley.

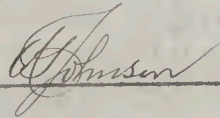
Received of George F. Whitley, Special Commissioner
in the suit of Anthony va Anthony, the sum of Ten (\$10.00) Dollars,
for drawing Special Commissioner's deed.

George F. Whitley
B

Received of George F. Whitley, Special Commissioner
in the suit of Anthony vs Anthony, the sum of fifty (50¢) cents,
for taking acknowledgment to Special Commissioner's deed.

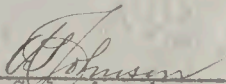
J. E. Palmer
Notary Public.

Received of George F. Whitley, Special Commissioner
in the suit of Anthony vs Anthony, the sum of One and 50/100
(\$1.50) Dollars, writ tax.



1918

Received of George F. Whitley, Special Commissioner
in the suit of Anthony vs Anthony, the sum of Nineteen and 18/100
(\$19.18) Dollars, Commissioner in Chancery's fee.



Commissioner in Chancery.

Received of George F. Whitley, Special Commissioner
in the suit of Anthony vs Anthony, the sum of Six and 51/100
(\$6.51) Dollars, 1912 taxes.

W. S. Saine
Treasurer.

Received of George F. Whitley, Special Commissioner
in the suit of Anthony vs Anthony the sum of Thirty and 25/100
(\$30.25) Dollars, Special Commissioner's commissions.

Geo. F. Whitley
Special Commissioner.

Received of George F. Whitley, Special Commissioner
in the suit of Anthony vs Anthony, the sum of Fifty (\$50.00) Dol-
lars, attorney fee.

Geo. F. Whitley.
Attorney.

Mr. *Geo. F. Whitley Spec. Comm. Anthony et als vs. Anthony et als*
To **W. E. LAINE**, Treasurer of Isle of Wight County, Va.

HARDY DISTRICT

No. **913**

Form 1

1913

State Taxes

35c. on \$100. Support
Government, Schools
and Pensions and In-
come, 1%

County Levies

Gen'l Co. 25 c. on \$100
Co. Schools 15 c. on \$100
Poor 7½c. on \$100
Co. Roads 5 c. on \$100
Total 52½c.

District Levies

Dis. Schools 30c. on \$100
Dis. Roads 20c. on \$100
Total 50c.

TOTAL TAXES
AND LEVIES

Acres, valued

Acres, valued

Acres, valued

Acres, valued

Per. Prop., Sched. B, val.

Per. Prop., Sched. C, val. *1046*

Stock Merchandise, val.

Income, Sched. D, 1%

Total valuation

Capitation

Total

5% Penalty added Dec. 1, 1913

Total Taxes and Penalty

W. E. LAINE, Treas.
PAID
NOV 28 1913

546

520

~~150~~

1430

Received payment day of 191

EVERETT WADDEY CO. RICHMOND, VA.

Treasurer, per

Received of George F. Whitley, Special Commissioner
in the suit of Missouri Anthony versus William Anthony, et als, the
sum of Two Hundred and Ninety-four and 43/100 (\$294.43) Dollars, it
the sum of Missouri Anthony in estate of Mrs. Anthony and in suit of
being in full settlement of the lien of the deed of trust executed
by Missouri Butler (who married Anthony), on the said Missouri But-
ler's interest in the real estate mentioned in the bill and pro-
ceedings in said suit.

Witness:

J. A. Cunningham by
Frank M. Cunningham her
att'y.

Received of George F. Whitley, Special Commissioner
in the suit of Missouri Anthony versus William Anthony, et als, the
sum of Five Hundred and Eighty-eight and 86/100 (\$588.86) Dollars,
it being the amount due Ethel Roseline Butler and Jesse Clinton
Butler out of the money derived from the sale of real estate men-
tioned in the bill and proceedings in said suit.

Hubert

James Jackson

Missouri Anthony
Mother of Ethel Roseline Butler
and Jesse Clinton Butler.

Received of George F. Whitley, Special Commissioner
in the suit of Anthony vs Anthony the sum of Nine and 50/100
(\$9.50) Dollars, premium on Special Commissioner's bond.

A. S. Barrett, agt.,

AMERICAN SURETY COMPANY OF NEW YORK,

Missouri Anthony

vs)

Diaree

William Anthony

1912
June 21
Enter this.
B.D.W.

C.O.B. #7 - Page 129

GEO. F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA:

JUNE TERM, 1912.

Missouri Anthony.....Plaintiff,

VS.) In Chancery

William Anthony, and Jesse Clinton Butler and Ethel
Rosaline Butler (the last named two
being infants under the age of
twenty-one years), and W. L. Folk,
Guardian ad Litem for the infants,
Jesse Clinton Butler and Ethel Rosa-
line Butler.....Defendants.

-----oCo-----

This day came the Complainant and by leave of Court
filed her bill, and on motion of the said complainant, W. L. Folk,
an attorney practicing in this court, is assigned as Guardian ad
Litem to defend the interests of the infant defendants, Jesse
Clinton Butler and Ethel Rosaline Butler, and on motion of the
defendant, William Anthony, leave is granted him to file his an-
swer to said bill, and the same is accordingly filed, and on
motion of the complainant, leave is granted the said Guardian ad
Litem to file his own and the answers of the said infants to
said bill, and the same is accordingly filed, and on like motion,
this cause is placed upon the docket of the Court, and thereupon
this cause, by consent of all parties, came on this day to be
heard upon the bill of the complainant and upon the answer of
William Anthony, and upon the answers of the said infant defen-
dants by their guardian ad litem, and the answer of the said
Guardian ad Litem, and upon the general replications to said
answers.

On consideration whereof, the Court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this Court, who will inquire into and report to Court the following queries:

1st: Whether or not the real estate in the bill and proceedings mentioned can be conveniently divided among the several parties entitled thereto:

2nd: If the same cannot be conveniently divided, whether or not any party will take the entire property and pay therefor to the other parties such sums of money as their interests may entitle them to:

3rd: And if the same cannot be conveniently divided, and no party will take the entire property and pay the others for their share, whether the interests of those entitled to the said property, or its proceeds, will be promoted by a sale of the entire property, or by allotment of part and sale of the residue:

4th: An account of the real estate with a description thereof, of which Henry Butler died seized and possessed, with annual and fee-simple values of the said land, and the respective interests of the parties entitled thereto:

5th: Whether or not there are any liens on the said land for delinquent taxes, or otherwise, and whether or not there are any liens on the interest of any party in the said land:

6th: Whether all the proper and necessary parties are properly before the Court.

Which several inquiries the said Commissioner shall make and to the Court report, together with any matter specially stated, deemed pertinent by himself, or required by any party in interest to be so stated.

6

Missouri Anthony

VS) DECREE.

William Anthony, et als.

1412
Vol. 23.
Entered this
P.D.W.

Copy page 149

GEO. F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA:

OCTOBER TERM, 1912:

* * * * *
Missouri Anthony,.....Complainant,
- VS -
William Anthony, et als,...Defendants.
* * * * *

-----oOo-----

This cause came on this day to be again heard on the papers formerly read and on the report of the Commissioner, A. S. Johnson, filed on the 25th day of September, 1912, to which report there are no exceptions, and was argued by counsel.

On consideration whereof, it being clearly shown from said report and evidence returned therewith, that the interests of the parties entitled to the property in the bill and proceedings mentioned, will be promoted by a sale of the whole property; that the said property cannot be conveniently divided ~~in kind~~ among the several parties entitled thereto; that no party in interest will take the entire property and pay the others entitled to share therein, their proportionate share; and that all the proper parties to this cause are properly before the Court, the Court doth approve and confirm said report, and doth adjudge, order and decree that George F. Whitley, who is hereby appointed Special Commissioner for that purpose, after having advertised the time, place and terms of sale, for fifteen (15) days, by hand-bills conspicuously posted at ten (10) or more public places in the County of Isle of Wight, State of Virginia, proceed to offer for sale, at Public Auction, on the premises, or in front of the United States Post Office, in the Town of Smithfield, Virginia, the following piece or parcel of

land, in the bill and proceedings mentioned as lying and being in Newport Magisterial District, in the County of Isle of Wight, State of Virginia, containing seventy (70) acres, more or less, and bounded and described as follows: "By the land now, or late of R. J. Edwards, Hardy Brothers, or the estate of John M. Gay, and J. E. White, and being the same land conveyed to Henry Butler by William S. Holland, Special Commissioner, by deed dated on the 11th day of May, 1904, and recorded in the Clerk's Office for the County of Isle of Wight in D.B. 69, page 503", the same to be sold on the following terms: one-third ($1/3$) cash, and the residue on a credit of twelve (12) and ~~eighteen (18)~~ ^{twenty four} months from the date of sale; the credit installments to bear interest from date of sale, and to take from the purchaser bonds for the deferred payments, the title to the said property to be retained until the entire purchase money is paid and a conveyance directed by the Court. But the purchaser shall have the option, if so desired, of paying the entire purchase price in cash. No bid shall be accepted until the bidder shall deposit with the said Special Commissioner at least ten per cent of the total amount of said bid. And in the event the purchaser shall not pay cash, then the improvements on said property shall be insured in some good, solvent insurance company for at least three-fourths of their value; the said insurance policy to be made payable to said Special Commissioner as his interest may appear.

The said Special Commissioner is directed to report his proceedings hereunder to Court. But the said Special Commissioner shall do no act under this decree until he shall have entered into a bond with sufficient surety, in the Clerk's Office of this Court, to be approved by the Clerk, payable to the Commonwealth of Virginia, in the penalty of One Hundred and fifty (\$ 150.00) DOLLARS, and conditioned upon the faithful discharge of his duties under this or any other decree in this cause.

9

Missouri Anthony.

VS) DECREE.

William Anthony, et als.

1912
Dec. 16
Entered
B.D.W.

C.B. 7 Page 156

GEO. F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT,
VIRGINIA:

* * * * *
Missouri Anthony,.....Complainant,
- VS -
William Anthony, et als,...Defendants.
* * * * *

-----oOo-----

This cause came on this day to be again heard on the papers formerly read and on the report of George F. Whitley, Special Commissioner, this day filed, ~~and~~ to which there are no exceptions and was argued by counsel.

On consideration whereof, it appearing from said report that the said Special Commissioner did offer for sale the real estate in the bill and proceedings mentioned, as directed by a decree entered in this cause on the 25rd day of October, 1912, at which sale the said real estate was struck off to R. J. Edwards, he being the highest bidder therefor, at the price of ONE THOUSAND AND FORTY (\$1,040.00) DOLLARS; that the said R. J. Edwards has paid to the said Commissioner the sum of THREE HUNDRED AND FORTY SIX and 66/100 (\$346.66) DOLLARS, one-third of the purchase price; that the said sum of \$346.66 is now deposited in The Merchants ^{and} Farmers Bank, Inc., ^{of Smithfield} at Smithfield, Virginia; that the said R. J. Edwards has executed and delivered to the said Commissioner his two bonds for the sum of THREE HUNDRED AND FORTY SIX and 67/100 (\$346.67) DOLLARS, each, payable to the said Commissioner twelve and twenty-four months from date, ^{the} ^{of sale} with interest

from date, the court doth confirm the said sale and report, and doth adjudge, order and decree that the said Special Commissioner collect the said bonds when the same shall become due and payable, and to execute a good and sufficient deed of SPECIAL WARRANTY for the property described in the bill and proceedings, as follows;

"That certain piece or parcel of land lying and being in Newport Magisterial District, in the County of Isle of Wight, State of Virginia, containing 70 acres more or less, and bounded and described as follows: By the lands now, or late, of R. J. Edwards, Hardy Brothers or the estate of John M. Gay, and J. E. White. And being the same land conveyed to Henry Butler by William S. Holland, Special Commissioner, by deed dated on the 11th day of May, 1904, and recorded in the Clerk's Office for the County of Isle of Wight in D.B. 69, page 503".

And the said Special Commissioner shall report to court his proceedings under this decree.

Missouri Anthony,

VS) DECREE:

William Anthony, et als.

1913
July 17
Enter this.
B. D. W.

C. O. B. #7, p. 186

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT,
VIRGINIA:

* * * * *
Missouri Anthony,.....Plaintiff,
- VS -
William Anthony, et als,.....Defendants.
* * * * *

-----oOo-----

This cause came on this day to be again heard on the papers formerly read and on the report of George F. Whitley, Special Commissioner, this day filed, to which there are no exceptions, and was argued by counsel.

On consideration whereof, it appearing from said report that the said Special Commissioner has collected from R. J. Edwards, ~~the balance of~~ the purchaser of the property mentioned in the bill and proceedings, ~~the~~ the sum of Six Hundred and Ninety-three and 34/100 (\$693.34) Dollars, it being the remainder of the purchase price for the said property; that he has also collected from the said R. J. Edwards the sum of Twenty-two and 53/100 (\$22.53) Dollars, it being for interest as calculated on the said sum of \$693.34 from the 29th day of November, 1912, to the 14th day of June, 1913; that he has deposited the said amounts to the credit of the said Spscial

Commissioner in The Merchants & Farmers Bank, Inc., of Smithfield, *in which bank there is also to the credit of this cause the sum of \$346.66,* Virginia, and that he has executed a good and sufficient deed, with Special Warranty, conveying the property as mentioned in the bill and proceedings, to the said R. J. Edwards, the Court doth confirm the said report, ~~and doth adjudge, order and decree that the said~~

~~Special Commissioner shall pay out of the purchase price, all of the cost of this suit, including an attorney's fee of _____~~

~~_____ Dollars, to be paid to George F. Whitley; that he shall divide the remainder into three (3) equal shares, two of which shares to be paid to the Guardian of the infant defendants, Ethel Roseline Butler, and Jesse Clinton Butler; the remaining one-third to be applied to the payment of the debt due by Missouri Anthony to S.A. Crumpler, secured by a deed of trust executed by Missouri Butler (who married Anthony), on her interest in the land mentioned in the bill and proceedings, the amount of said debt being Two Hundred and Ninety-three and 45/100 (\$293.45) Dollars, with interest thereon from the 19th day of November, 1912.~~

And the said Special Commissioner is directed to report to Court ~~all of his proceedings hereunder.~~ *the costs of this suit, including his commission and fees and all other cost, together with the amount of principal and interest of the debt due S.A. Crumpler.*

Missouri Anthony,

Drew
VS) ~~REPORT OF~~

~~SPECIAL COMMISSIONER:~~

William Anthony, et, als,

1913
July 18
Enter this.
B.D.W.

C.O.B. #7, p. 189

GEORGE F. WHITLEY

ATTORNEY-AT-LAW
SMITHFIELD, VA.

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

* * * * *
Missouri Anthony,.....Plaintiff,
- VS -
William Anthony, et als,.....Defendants.
* * * * *

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This cause came on this day to be again heard on the papers formerly read, and on the report of George F. Whitley, Special Commissioner, this day filed, to which there are no exceptions, and was argued by counsel.

On consideration whereof, it appearing from said report that the cost of this suit is, as follows:

To amount received from sale of land,	\$ 1,040.00	\$
To amount of interest received,	22.53	
By amount due D. J. Mood for printing handbills,	2.50	
By amount due R. A. Edwards, crier's fee,	8.00	
By amount of Clerk's fee,	10.50	
By amount due R. A. Edwards, Sheriff, for serving summons,	1.50	
By amount taxed attorney fee,	15.00	
By amount due Geo. F. Whitley for drawing Commissioner's deed,	10.00	
By amount due I.E.Pitman, Notary Public, taking acknowledgment to Commissioner's deed,	.50	
By writ tax,	1.50	

By Commissioner in Chancery's fee,	12.50
By amount taxes due for 1912,	6.51
By amount due A. S. Barrett, premium on bond,	9.50
By amount of Special Commissioner's commissions,	30.25
By attorney's fee,	75.00
By amount to be reserved for taxes for 1913, figured on \$1,062.53 at the rate of .0197½,	20.98
Balance,	858.29
	<u>\$ 1,062.53 \$ 1,062.53</u>

that the amount of the principal of the debt due S. A. Crumpler is \$293.45, and that the amount of interest due on said principal is \$11.68, the Court doth confirm the said report, and doth adjudge, order and decree that the said Special Commissioner shall pay out of the proceeds derived from the sale of the real estate in the

bill and proceedings mentioned, the cost of this suit as above stated, *except the attorney's fee which shall be fifty dollars* and that the said Special Commissioner shall divide the remainder, ^{883.29} which remainder amounts to ~~\$858.29~~, into three (3) equal shares, one of which shares shall be applied to the payment of the debt due by Missouri Anthony to S. A. Crumpler, which debt is secured by a deed of trust executed by Missouri Butler (who married Anthony), on her interest in the real estate mentioned in the bill and proceedings, the amount so paid to be in full settlement of the lien of the said deed of trust on the said real estate. And it appearing to the Court that the shares due the infant defendants, Ethel Rose-line Butler and Jesse Clinton Butler, do not amount to the sum of \$300.00 each; and it further appearing to the Court that the said infant defendants are of such tender years that they are incompetent to handle the funds due them, the Court doth adjudge, order and decree that the said Special Commissioner shall pay the amount of the shares of the said infant defendants to Missouri Anthony, the Mother of the said infant defendants, to be used for the education, maintenance and support of said infants.

And the said Special Commissioner is directed to re-

port to Court all of his proceedings under this decree.

Missouri Anthony.

VS) DECREE:

William Anthony, et als.

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B.D.W.

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GEORGE F. WHITLEY

ATTORNEY-AT-LAW

SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA,
DECEMBER TERM, 1913.

Missouri Anthony,.....Plaintiff,
- VS -
William Anthony, et als,.....Defendants.

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This cause came on this day to be again heard on the papers formerly read and on the report of George R. Whitley, Special Commissioner, this day filed, to which there are no exceptions, and was argued by counsel.

On considration whereof, it appearing from said report that the said Special Commissioner has ^{Received and} paid out of the proceeds derived from the sale of the real estate in the bill and proceedings mentioned, the cost of this suit, the attorney's fee, and disbursed the remainder to the parties entitled thereto, as follows:

To amount received from sale of land,	\$ 1,040.00	\$
To amount of interest received,	22.53	
By amount paid D. J. Mood for printing hand-bills,		2.50
By amount paid R. A. Edwards, crier's fee,		8.00
By amount paid A. S. Johnson, Clerk's fee,		10.50
By amount paid R. A. Edwards, Sheriff, for serving summons,		1.50
By amount paid George R. Whitley, taxed attorney fee,		15.00

By amount paid George F. Whitley for drawing Commissioner's deed,	10.00
By amount paid I. E. Pitman, Notary Public, for taking acknowledgment to Commissioner's deed,	.50
By amount paid A. S. Johnson, writ tax,	1.50
By amount paid A. S. Johnson, Commissioner's fee,	19.18
By amount paid W. E. Laine, Treasurer, 1912 taxes, per voucher,	6.51
By amount paid George F. Whitley, Special Commissioner's commissions,	30.25
By amount paid George F. Whitley, attorney's fee,	50.00
By amount paid W. E. Laine, Treasurer, 1913 taxes,	14.30
By amount paid S. A. Crumpler for deed of trust on Missouri Anthony's interest,	294.43
By amount paid Missouri Anthony, mother of Ethel Roseline Butler and Jesse Clinton Butler, <i>husband</i>	588.86
<i>to a firm on order of this court.</i> By amount paid A. S. Barrett, premium on bond,	9.50

\$ 1,062.53 \$ 1,062.53

the Court doth confirm the said report.

And there remaining nothing further to be done in this cause, the same is ordered to be stricken from the docket.

Anthony

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Anthony et al

Copy of Bond of
Special Agent

Filed October
23rd 1912

KNOW ALL MEN BY THESE PRESENTS, That we, Geo F Whelan, principal, and American Surety Company of New York surety, are held and firmly bound unto the Commonwealth of Virginia in the

just and full sum of nine hundred and fifty dollars, to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

And as to this bond we hereby severally waive the benefit of our Homestead Exemption, and also any right, claim or privilege to discharge any liability arising hereunder to the said Commonwealth, or by virtue of the said office or trust for which this bond is given, with coupons detached from the bonds of this State.

In testimony whereof the said Geo F Whelan, principal, has hereto set his hand and seal, and the said American Surety Company of New York, surety, by As Barrett (Counter-signed by Chas E Warren), its duly authorized agent and attorney, in fact, has caused its corporate name to be hereunto affixed, and seal, and has caused its corporate seal to be attested by the signature of the said As Barrett, its said agent and attorney in fact, this the 23rd. day of October, 1912.

The condition of the above obligation is such that if the above bound Geo F Whelan, who has been appointed a Special Commissioner in the suit in chancery in the Circuit Court of the County of Isle of Wight now pending, by decree entered thereon on the 23 day of October, 1912, in which ~~XXXXXXXXXXXX~~ Mumma, Arthur ~~is~~ are the complainants, and William Arthur ~~is~~ are the defendants, shall, according to law, faithfully discharge and perform his duties as such special commissioner under said decree and any future decree entered in said cause, then the above obligation to be void or else to remain in full force and virtue.

Geo F Whelan (SEAL)

American Surety Company of New York

(SEAL)

By As Barrett
Its duly authorized agent and attorney in fact.

Attest, As Barrett
Agent and attorney in fact.

Virginia: In the Circuit Court of the County of Isle of Wight the 23rd. day of October, 1912, this bond was duly executed and acknowledged by the obligors thereto and ordered to be recorded.

Teste, As Johnson Clerk.

A copy,