

1914-009 Chancery Causes: C.
Isle of Wight County

S. Belts vs Charles Crawley Scott

143

other surnames: Cox,
Seward, Stringfield,
Williams, Whitley, Wilson,
Johnson, Gwaltney, Midyette
[P. D. Gwaltney, Junior & Company]
[Bank of Smithfield], Marshall

- No 3 -

C. S. Betts,

VS) BILL:

C. C. Scott.

2nd May rules 1913
Process returned execu-
ted. Bill filed. Dece-
mber

3rd May rules 1913
Defendants not appearing
Case set down for hearing

GEORGE F. WHITLEY .

ATTORNEY-AT-LAW

SMITHFIELD, VA.

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

* * * * *
C. S. Betts,.....Plaintiff,
- VS -
C. C. Scott,.....Defendant.
* * * * *

-----oOo-----

TO THE HONERABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

Complaining sheweth unto the Court, your complainant,
C. S. Betts, that he, on the 17th day of February, 1913, before
M. F. Jordan, a Justice of the Peace in and for the County of Isle
of Wight, recovered a judgment against C. C. Scott for the sum of
Seventy-three and 92/100 (\$73/92) Dollars, with interest thereon
from the 30th day of December, 1912, till paid, and \$2.50 for his
cost expended in obtaining the said judgment; that the said judg-
ment was docketed in the Clerk's Office for the County of Isle of
Wight on the 19th day of February, 1913, an abstract of which,
marked "Exhibit A" is herewith filed. Of this judgment no part has
been paid.

That the said C. C. Scott owns a tract or parcel of
land situate in the County of Isle of Wight and bounded and describ-
ed, as follows: "A tract or parcel of land lying, situate, and be-
ing in the County of Isle of Wight, containing Seventy-two (72)
acres, and being the whole tract of land of which Christopher C.
Scott died seized and possessed, and bounded and described as fol-

lows, to-wit: on the North by the land of Credmore Cox, dec'd; on the East, South and West by the land of R. H. Williford". A certified copy of the deed of conveyance for the said property, to the said C. C. Scott, being herewith filed, marked "Exhibit B", and prayed to be read as a part of this bill.

Your complainant avers and charges that the rents and profits from the said land will not within five years satisfy your complainant's judgment, and that he is entitled to enforce a lien of the same by sale of the said real estate.

In tender consideration whereof, and for as much as your complainant is remediless in the premises save by the aid of a Court of equity, where matters of this kind are properly cognizable, your complainant prays that the said C. C. Scott may be made a party defendant to this bill, and required to answer the same, but answer under oath is hereby expressly waived; that proper process issue; that all proper orders and decrees may be made, and proper inquiries be directed; that if it shall appear that the said rents and profits of said real estate will not within five years satisfy your complainant's judgment, that the said real estate be sold, and the proceeds thereof be applied to the said judgment until the same is fully satisfied; that all such other, farther and general relief may be given your complainant as the nature of his 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, etc.

C. S. Bellis

By W. R. Whitley
Counsel.

COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting;

We command you that you summon C. C. Scott

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
~~2nd~~ 3rd. Monday in May, _____, 1913, to answer a bill in
chancery exhibited against him _____ in our said Court by C. S. Betts,

And have then and there this writ.

Witness, A. S. JOHNSON, Clerk of our said Court, at the Court-
house, this 12th. day of May, _____, 1913, and in the
137th. year of the Commonwealth.

Teste,



Clerk.

No 2

C. S. Betts
vs) Chancery
C. C. Scott

Subpoena

Issued May 12th. 1913.
Return day. 2nd. Mar Rules.

May 15

In

COUNTY OF ISLE OF WIGHT

this 17 day of May 1913

Attest

Robt. Robinson, Clerk

Executed the within summons this the 15th, day of May 1913 in the County
of Isle Of Wight by serving a true copy of same on C. C. Scott in person

R. A. Edwards Sheriff.

By Dr. D. J. Jordan D. S.

- 5 -

C. D. Betts
ns of Chancery
L. C. Scott

Report on injuries
Filed Sept 18th 1913
Wm. Johnson Clerk

Commissioner's Office,

Isle of Wight, Virginia,

September 8th. 1913.

C. S. BETTS

VS) CHANCERY

C. C. SCOTT.

To C. S. Betts and C. C. Scott:

Take notice that I shall, 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 three o'clock P.M., on Thursday the 18th. day of September, 1913, proceed to execute a decree entered in the suit in Chancery in the Circuit Court of Isle of Wight County now pending in which C. S. Betts is the complainant, and C. C. Scott is the defendant, entered on the 18th. day of July, 1913, and 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, as follows:

FIRST: The annual and fee simple value of the real estate now owned by C. C. Scott, together with a full description of same.

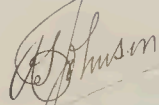
SECOND: An account of all lien debts against said real estate with their priorities, together with all delinquent taxes due thereon.

THIRD: Whether all the proper parties are properly before the Court.

FOURTH: Whether or not the rents and profits of the land mentioned in the bill and proceedings will, within five years, satisfy the costs of this suit, the complainant's judgment, and other lien debts should there be any.

FIFTH: Any other matters specially stated, deemed pertinent by the Commissioner, or required to be stated by any party in interest.

Respectfully,



Commissioner in Chancery.

Executed the within notice this, the 16th, day of September 1913
in the County of Isle Of Wight by delivering a true copy of same
to C. S. Betts and C. C. Scott each in person.

R Augustus Edwards Shff.

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

C. S. BETTS.

vs[†] Chancery.

C. C. SCOTT.

The depositions of H. L. Cox and others, taken before me, A. S. Johnson, a Commissioner in Chancery for the Circuit Court of the County of Isle of Wight, at the office of George F. Whitley, Attorney at Law, in the Town of Smithfield, County of Isle of Wight and State of Virginia, pursuant to notice, on Thursday the 18th. day of September, 1913, at three o'clock P.M. , to be read as evidence in the above entitled cause in the said court depending and undetermined.

H. L. Cox being duly sworn deposes and says:

Q. State your name, age, occupation and residence?

A. H. L. Cox, 30, farmer, Isle of Wight County of Isle of Wight.

Q. Does C. C. Scott own any land in Isle of Wight County and if so are you familiar with it?

A. Yes he owns some land, I live about two and a half miles from it.

Q. How many acres would you say there is in the tract ?

A. About 75 or 80 acres .

Q. How many acres of open land ?

A. About 30 acres.

Q. Have you seen the property lately?

A. Yes, I was there yesterday afternoon for the purpose of estimating its value and seeing its condition.

Q. What are the conditions of the land and houses. A. The dwelling house is a tolerably fair house. The other houses are nothing to brag about. All of them are worth from eight hundred to a thousand dollars, probably. The land is worth some fifteen hundred or two thousand dollars.

Q. What ought the property to rent for a year. A. For money it might rent for one hundred and fifty or one hundred and seventy five dollars. Should it be rented for a third and the land well cultivated it might bring two hundred or two hundred and fifty dollars.

Q. What is the general condition of the premises? A. It is fairly good land. The fences are in no extra condition. probably one third of the fence is wire and the balance rail, and the rail fence is not in good repair.

And further this deponent saith not.

H. L. Cox

T. J. Seward being duly sworn, deposes and says:

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

J. Seward, I am thirty two years of age, live in Isle of Wight County and am a farmer.

Q. Are you familiar with the land belonging to C. C. Scott? A. I am. I live in about two miles and a half of it.

Q. Have you been upon it lately, and if so for what purpose? A. I went upon it yesterday for the purpose of looking at its condition.

Q. What is the land worth? Land and buildings together is worth twenty five hundred dollars. The dwelling house is in good repair, but the outhouses are in bad condition. The buildings, I estimate to be worth about a thousand dollars and the land fifteen hundred dollars.

Q. What will the land rent for per year? It ought to rent for about one hundred and seventy five dollars money rent. Rented for a third it ought to bring about two hundred and fifty dollars.
BY THE COMMISSIONER.

Q. In the ordinary method of cultivation, and taking chances on tenants would it bring this much. I do not. It would have to be a good tenant to bring that much.

Q. Do you think that it would have to be an extraordinarily good tenant to bring that much money. I reckon it would. To take anyone that might come along two hundred or two hundred and twenty five dollars would be all that it would bring for the third.

And further this deponent saith not.

Thor. Seward

J. N. Stringfield being duly sworn, deposes and says:

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

A. J. N. Stringfield. I am thirty six years of age. live in Isle of Wight County and am a farmer.

Q. Are you acquainted with the land in this County owned by C. C. Scott? Yes sir.

Q. Have you been upon it of late? A. Yesterday, I went there to look it over and estimate its value.

Q. ~~What~~ What is your estimate of its annual and fee simple value? A. It should rent for one hundred and seventy five dollars in money. With a fairly good tenant a third ought to bring two hundred or two hundred and twenty five dollars. The land ought to be worth some twenty five hundred or three thousand dollars.

Q. What is the general condition of the premises? A. The dwelling house is in good condition- the outhouses are nothing extra. About one third of the fence is wire and good, and the balance is rail and will need constant repair.

And further this deponent saith not.

J. N. Stringfield

J. A. Scott being duly sworn deposes and says:

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

J. A. Scott, live in Isle of Wight County, am sixty two years of age, and am a farmer.

Q. Are you acquainted with the property of C. C. Scott in Isle of Wight County? Yes sir.

Q. What do you think a fair annual and fee simple value of the property? A. I would think about a hundred and fifty dollars would be a fair rent-money rent. I should twenty five or twenty six hundred dollars would be a fair price for it.

Q. Have you been upon the land recently? A. No sir, that I have not. I have not been on the land in some four or five years.

And further this deponent saith not.

J. A. Scott

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

C. S. BETTS

VS) CHANCERY.

C. C. SCOTT.

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REPORT OF COMMISSIONER.

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

The undersigned, a Commissioner in Chancery of the Circuit Court
of the County of Isle of Wight, and to whom has been referred the
papers in the Chancery cause in the said court now depending and
undetermined in which C. S. Betts is the complainant, and C. C.
Scott is the defendant, for the execution of a decree entered
therein on the 18th. day of July, 1913, respectfully reports as
follows:

That on the 8th. day of September, 1913, your Commissioner issued
notice, as required by law, directed to the parties in the said
suit, stating that at the office of George W. Whitley, Attorney at
Law, in the Town of Smithfield, County of Isle of Wight and State
of Virginia, at three o'clock P. M. on Thursday the 18th. day of
September, 1913, he would proceed to execute the said decree; that
at the time and place mentioned in the said notice he attended and
there took the evidence of H. L. Cox, T. J. Seward, J. M. String-
field and Joseph A. Scott, all competent witnesses, to be read as
evidence as a part of the report here submitted, and to aid in the
execution of the said decree, the said evidence being reduced to
writing and is hereto attached and submitted to the Court to be
read as a part of this report.

That from the evidence so taken and filed herewith, as
aforesaid, and by reference to the records in the Clerk's Office

of this Court, your Commissioner finds and submits herewith, the following facts:

FIRST INQUIRY: The annual and fee simple values of the real estate now owned by C. C. Scott, together with a full description of same.

Your Commissioner finds that on the 15th. day of June, 1910, (Deed Book No. 79, page 21) E. H. Williams Special Commissioner, and Mary F. Scott, conveyed to said C. C. Scott, the tract of land known as the Home Place of Christopher C. Scott, and of which he died seized and possessed, containing seventy two acres, more or less, adjoining the lands of the estate of Predmore Cox, deceased, and R. H. Williford. That from the evidence taken by your Commissioner it appears that the land is worth from twenty five hundred to three thousand dollars, the buildings being worth something like a thousand dollars. The conditions of the buildings seems to be bad except as to the dwelling house, and the fences, for the most part, are needing repairs and will constantly need repairs. This is especially true as to the rail fence which constitutes the most part thereof.

SECOND INQUIRY: An account of all the lien debts against the said real estate, with their priorities, together with all delinquent taxes due thereon.

The record in the Clerk's Office of this Court discloses the following liens:

DEEDS OF TRUST:

A deed of trust bearing date December 18th. 1911 (D.B. 80, page 83) to George F. Whitley, Trustee for Jno. G. Wilson, for the sum of \$1200.00 evidenced by a note of even date with said deed, payable one year after date.

A deed of trust bearing date December 18th. 1912 (D.B. 80, page 506) to A. S. Johnson, Trustee for P. D. Gwaltney Jr. & Company, for \$2359.69 evidenced by a bond of even date therewith,

payable on demand, bearing interest after the rate of six per centum per annum, payable annually.

A deed of trust bearing date January 13th. 1913 (D.B. 80, page 542) to A. S. Johnson, Trustee, for Bank of Smithfield, for the sum of \$350.00, evidenced by a negotiable promissory note of even date, payable ninety days after date, and secures all renewals, curtails or extenuations thereof.

A deed of trust to A. S. Johnson, Trustee, (D.B. No. 80, page 585) for the sum of \$300.00, evidenced by a note of even date, payable December 5th. 1913, to P. D. Gwaltney Jr. & Co.

All of the aforementioned deeds of trust are executed by C. C. Scott and wife save the last one mentioned, which is executed by said C. C. Scott alone.

JUDGMENTS:

P. D. Gwaltney, trading as P. D. Gwaltney Jr. & Co., in the Circuit Court of the County of Isle of Wight, on the 2nd. day of October, 1911, obtained a judgment against the said C. C. Scott for the sum of \$200.00, less a credit of \$1.85, with interest thereon from the 11th. day of January, 1909 till paid, and \$8.07 costs. Docketed Nov. 20th. 1911.

P. D. Gwaltney Jr., trading as P. D. Gwaltney Jr. & Co., in the same court, on the 2nd. day of October, 1911, obtained a judgment against the said C. C. Scott et als, for the sum of \$325.00 with interest thereon from the 13th. day of January, 1910, till paid, and \$7.45 costs. Docketed November 20th. 1911.

P. D. Gwaltney Jr., trading as P. D. Gwaltney Jr. & Co., in the same court, on the 1st. day of April, 1912, obtained a judgment against the said C. C. Scott et als. for the sum of \$195.22 with interest thereon from the 6th. day of November, 1911, till paid, and \$1.15 costs of protest, and \$6.33 court costs. Docketed May 10th. 1912.

C. S. Betts, before M. P. Jordan, J. P. of the said County, on the 17th. day of February, 1913, obtained a judgment against the said C. C. Scott for the sum of \$73.92, with interest thereon from December 30th. 1912 till paid, and \$2.50 costs. Docketed February 19th. 1913.

D. R. Midyette, Jr., before the said M. P. Jordan, J.P., on the 18th. day of October, 1912, obtained a judgment against the said C. C. Scott for the sum of \$35.58 with interest thereon from the 18th. day of October, 1912 till paid and \$2.50 costs. Docketed March 17th. 1913.

Thomas J. Seward, Sec., in the Circuit Court of the said County of Isle of Wight, on the 3rd. day of March, 1913, obtained a judgment against the said C. C. Scott for the sum of \$105.94, with interest thereon from the 15th. day of December, 1912, till paid, and \$ 6.91 costs. Docketed March 24th. 1913.

None of the above mentioned deeds of trust or judgments have been marked satisfied, but your Commissioner is satisfied that some of them have been paid off and discharged, though it is not in evidence that it is true, he having learned since the taking of the testimony herewith filed, that such was true, but not under oath. He, therefore, recommends that further testimony be taken to ascertain just what of the liens here mentioned should have been marked satisfied.

There appears to be no taxes delinquent upon the said land.

THIRD INQUIRY:

All of the proper parties to this suit are before the Court.

FOURTH INQUIRY: Your commissioner believes that the rents and profits from the land herein mentioned will not, in five years,

pay off the liens against the said land, and the costs of this suit.

Your commissioner failed, in answering the first inquiry herein, to state the annual value of this tract of land. This is variously estimated. It is stated that should it be rented for money then it would bring some one hundred and fifty to one hundred and seventy five dollars, but if rented for a third, which is customary in these parts, it would probably, if cultivated by a first class tenant, bring something like two hundred and fifty dollars. It appears from the evidence that it would have to be an exceptionally good tenant to cause it to go up this high. Two hundred dollars would be, it is beleived by your Commissioner, a very fair rental value for the tract of land.

All of which is respectfully submitted.

Johnson Commissioner.

Commissioner's fee,.....	\$ 15.00
Sheriff's fee,.....	1.00
Witnesses: Jos. A. Scott,.....	.50
T. J. Seward,.....	.50
H. L. Cox,.....	.50
J. N. Stringfield,.....	.50

Supplemental Report
of Commissioners on
Highways

C. S. Bell

x { Chancery

C. C. Scott

Filed
In the Clerk's Office of the
CIRCUIT COURT
OF THE
COUNTY OF WIGHT

this 11th day of Nov. 1913

File of Johnson, et al.

11/11/9 am

VIRGINIA; CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, NOVEMBER
11th. 1913.

C. S. Betts,
vs) Chancery
C. C. Scott.

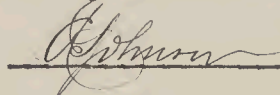
TO HONORABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT:
Your Commissioner respectfully reports that since the filing of
the report herein on the 18th. day of September, 1913, he has,
as suggested in said report, been informed that certain liens re-
ported therein, are not, in fact, liens, upon the property in the
proceedings mentioned, to-wit:

The deed of trust bearing date December 18th. 1911, and of rec-
ord in the Clerk's Office of this Court in D. B. No. 80, page 83,
has been released by release duly executed, acknowledged and fil-
ed for record on this date.

The judgments of P. D. Gwaltney Jr. & Company, for \$200, Docket-
ed November 20th. 1911; for \$ 325.00, docketed November 20th. 1911;
and for \$195.22, docketed May 10th. 1912, are not liens against the
land in the proceedings mentioned, as will appear by the affidavit
of P. D. Gwaltney, Jr. filed herewith, the said amounts having been
paid to the plaintiff by the defendant, C. C. Scott, and who de-
sires that the same be not marked satisfied at this time, but held
so that the said C. C. Scott may enforce the same against the other
defendants.

Respectfully submitted,

 Commissioner.

Commissioner's fee, \$ 2.00

STATE OF VIRGINIA,

County of Isle of Wight, to-wit:

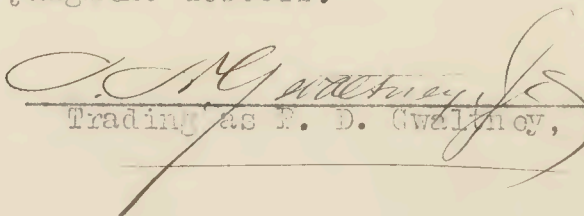
This day personally appeared P. D. Gwaltney, Jr., trading as P. D. Gwaltney, Jr. & Company, before me, I. E. Pitman, a Notary Public in and for the County of Isle of Wight, State of Virginia, in my County aforesaid, and made oath that the judgments, as follows:

"P. D. Gwaltney, trading as P. D. Gwaltney, Jr. & Co., in the Circuit Court of the County of Isle of Wight, on the 2nd day of October, 1911, obtained a judgment against the said C. C. Scott for the sum of \$200.00, less a credit of \$1.85, with interest thereon from the 11th day of January, 1909, till paid, and \$8.07 costs. Docketed November 20th, 1911.

P. D. Gwaltney, Jr., trading as P. D. Gwaltney, Jr. & Co., in the same court, on the 2nd day of October, 1911, obtained a judgment against the said C. C. Scott, et als, for the sum of \$325.00, with interest thereon from the 13th day of January, 1910, till paid, and \$7.45 costs. Docketed November 20th, 1911.

P. D. Gwaltney, Jr., trading as P. D. Gwaltney, Jr. & Co., in the same court, on the 1st day of April, 1912, obtained a judgment against the said C. C. Scott, et als, for the sum of \$195.22 with interest thereon from the 6th day of November, 1911, till paid, and \$1.15 costs of protest, and \$6.03 court costs. Docketed May 10th, 1912":

have been satisfied by C. C. Scott, one of the judgment debtors, and that his failure to mark the judgments satisfied is at the request of the said C. C. Scott, who desires to keep the judgments alive as against the other judgment debtors.


Trading as P. D. Gwaltney, Jr. & Co.

STATE OF VIRGINIA,

County of Isle of Wight, to-wit:

Subscribed and sworn to before me, I.E.Pitman, in my County afore-

said this 29th day of September, 1913.

J. E. Pilman Notary Public.
My commission expires on the 14th day of January, 1917.

9

C. S. BETTS,

REPORT OF
VS) SPECIAL COMMISSIONER:

C. C. SCOTT.

1914
May 5
Filed
B. H. W.

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

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA,
APRIL TERM, 1914.

* * * * *
C. S. BETTS,Plaintiff, *
--VS-- *
C. C. SCOTT,Defendant. *
* * * * *

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

-----oOo-----

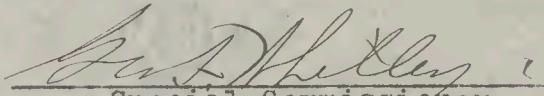
The undersigned Special Commissioner, George F. Whitley, appointed by a decree entered in the above-style cause on the 6th. day of January, 1914, to offer for sale the real estate mentioned and described in said decree, respectfully reports that pursuant to the said decree, and after having given bond therein required and advertised the sale of the said real estate for fifteen 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 Wednesday, April 15th, 1914, 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 B. P. Chapman, he being the highest bidder therefor, at the price of THIRTY TWO HUNDRED and 00/100 (\$3200.00) DOLLARS.

Your commissioner respectfully reports that the said B. P. Chapman has delivered to him a certified check for the amount of \$320.00, it being 10% of his bid, drawn on the BANK OF SMITHFIELD, Smithfield, Virginia, and desires to pay the full amount of

his bid for the said property upon receipt of a deed conveying same to him.

Your commissioner would recommend a confirmation of this sale as the amount of said bid is more than the evidence shows the property to be worth.

Respectfully submitted,


Special Commissioner.

Checks

NO. 11 1914
 Pay TO Barrow even
 \$
 BALANCE \$
 DEPOSIT \$
 TOTAL \$
 THIS CHECK \$ 1125.00
 BALANCE \$

NO.

Jan 3, 1914
J. J. Barlow
TO J. J. Barlow
Marshall Co

\$ 4 06

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

406	

NO. June 13, 1914
W. E. Laine
TO Treasurer
\$ 19.32

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

19	32

NO.

1914

TO

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS CHECK \$

BALANCE \$

10	00

\$ 10 00

NO. Aug 12, 1914
Wm. B. Whitley
TO Pay to the order of
\$ 72.00

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

72	00

NO. 131 1914
Joseph A. Darr
 TO William for 50
 \$ 4

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

	50
	4

NO. Aug 15 1914
50
 TO T. J. Forward
within per
50
OK
 \$ 50.00

BALANCE \$
 DEPOSIT \$
 TOTAL \$
 THIS CHECK \$
 BALANCE \$

	50
	00

NO. Aug 12, 1914
TO H. L. Carter
with per
\$ 50.00

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

NO. Aug. 12, 1914
TO J. M. Stringfield
Witness Fee
\$ 5.00

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

	50

NO. 12 1914
 TO Edwards
Shirley
\$1.60

BALANCE

DEPOSIT

TOTAL

THIS
CHECK

BALANCE

/	60

NO. Aug 12 1914
 TO Jan. R. Powell Jr
acknowledgment
 \$ 50
00

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

	50

NO. Aug 12, 1914
TO Ben. R. Whiteley,
Grown seed
\$ 10

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

10	0 ✓

NO. Aug 12, 1914
Geo. Whitely,
 TO paid Aug fee
 \$ 15 00

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

15	00

NO. Aug 12 1914
TO for Dr. Dubbs
amount for
\$ 60.00

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

60	

NO. August 12, 1914
TO J. G. M. W. d.
Print Bill
\$ 2.50

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

	50
2	50

NO. Aug 12, 1914
 TO Wm Edwards
 Order for
 \$ 10 00

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

10	00 ✓

NO. 124 191 4
 TO Wm. S. Johnson
Salisbury Conn per
 \$ 17 00

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

<u>17</u>	<u>00</u>

NO. Aug 12, 1914 clerk
 TO A. S. Johnson
cash
 \$ 11.50

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS CHECK \$

BALANCE \$

#	
11	50

NO. August 13, 1914
TO Bear H. Smith
Pay to order
\$ 379⁷⁵/₁₀₀

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

379	75

NO. Aug. 14, 1914
 TO Alma & Marshall
 Cash note
 \$ 969²⁴/₁₀₀

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

969	24

NO. 14 1914

TO Mr F. Whitley,
Wadsworth
Marshall

\$ 87.59

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS CHECK \$

BALANCE \$

87	59

6

7

				*	
1,125.00	✓				
406.00	✓				
19.32	✓				
10.00	✓				
73.00	✓				
50	✓				
50	✓				
50	✓				
50	✓				
160	✓				
50	✓				
10.00	✓				
15.00	✓				
60.00	✓				
2.50	✓				
10.00	✓				
17.00	✓				
11.50	✓				
379.75	✓				
969.24	✓				
87.59	✓				

3,200.00*

NO. _____ 191 _____
 TO _____ \$ _____

BALANCE \$		
DEPOSIT \$		
TOTAL \$		
THIS CHECK \$		
BALANCE \$		



SMITHFIELD, VA. _____ 191 _____ No. _____

Bank of Smithfield 68-233

PAY TO THE ORDER OF _____ \$ _____

DOLLARS

FOR _____

NO. _____ 191 _____
TO _____ \$ _____

BALANCE \$		
DEPOSIT \$		
TOTAL \$		
THIS CHECK \$		
BALANCE \$		



SMITHFIELD, VA. _____ 191 _____ No. _____

Bank of Smithfield 68-233

PAY TO THE ORDER OF _____ \$ _____

_____ DOLLARS

FOR _____

NO. _____ 191 _____
TO _____ \$ _____

BALANCE \$
DEPOSIT \$
TOTAL \$
THIS
CHECK \$
BALANCE \$

NO.

191

TO

\$

BALANCE \$

DEPOSIT \$

TOTAL \$

THIS
CHECK \$

BALANCE \$

11

C. S. BETTS,

REPORT OF
VS) SPECIAL COMMISSIONER.

C. C. SCOTT.

1914 0245
Filed B.W.

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

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

* * * * *
C. S. Betts,.....Plaintiff *
VS. *
C. C. Scott,.....Defendant *
* * * * *

TO THE HONORABLE B. D. WHITE, JUDGE
OF THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

-----oOo-----

The undersigned Special Commissioner begs leave to report that pursuant to a decree entered in this cause on the 5th day of May, 1914, he has collected from B. P. Chapman the sum of Thirty-Two Hundred Dollars (\$3,200.00), it being the full amount of the purchase price for the property mentioned in the bill and proceedings, and has conveyed to B. P. Chapman by a good and sufficient deed with covenants of Special Warranty the property described in the said decree; that he has paid out of the said purchase money the cost of this suit, the attorneys fee, all taxes due, and applied the remainder to the payment of the lien debts as follows:

TO	Amount received from sale of land	\$3,200.00	
	By cash paid A. S. Johnson, Clerk, per voucher,		11.50
	By cash paid A. S. Johnson, Commissioner, Commissioner's fee, per voucher.		17.00
	By cash paid R. A. Edwards, Crier's fee, per voucher,		10.00
	By cash paid D. J. Mood, printing hand-bills, per voucher,		2.50
	By cash paid Geo. F. Whitley, Counsel fee, per voucher,		60.00
	By cash paid Geo. F. Whitley, taxed Attorneys fee, per voucher,		15.00

By cash paid W. L. Laine, Treas. Taxes 1913.	19.32
By cash paid Geo. F. Whitley, Drawing deed, per voucher,	10.00
By cash paid J. R. Rowell, Jr. taking acknowledgment, per voucher,	.50
By cash paid R. A. Edwards for serving summons and notices.	1.60
By cash paid Jos. A. Scott, Witness fee, per voucher.	.50
By cash paid T. J. Seward, Witness fee, per voucher,	.50
By cash paid H. L. Cox, Witness fee, per voucher,	.50
By cash paid Jas. M. Stringfield, Witness fee, per voucher,	.50
By cash paid Geo. F. Whitley, Special Com. Commissioner's fee, per voucher.	73.00
By cash paid A. S. Barrett, Agt. premium on bond.	10.00
By cash paid Alma D. Marshall, assignee of P. D. Gwaltney, Jr's note, per voucher,	2,359.69
By cash paid Alma D. Marshall, Assignee of P. D. Gwaltney, Jr's note secured by Deed of Trust, interest on note from Dec. 18, 1912, to June 11, 1914.	209.61
By cash paid Bank of Smithfield on note secured by Deed of Trust, per voucher,	350.00
By cash paid Bank of Smithfield, interest on note secured by Deed of Trust from January 13, 1913, to June 11, 1914.	29.75
By cash paid C. S. Betts, on judgment docketed February 19, 1913.	18.53
	\$ 3,200.00 3,200.00

Respectfully submitted,

Geo. F. Whitley
Special Commissioner.

GEORGE F. WHITLEY

ATTORNEY AT LAW

MERCHANTS AND FARMERS BANK BLDG.

SMITHFIELD, VA.

AUGUST 7, 1914.

Received of Geo. F. Whitley, Special Commissioner
in the suit of Betts vs. Scott, the sum of \$11.50 in full
settlement for Clerk's fee.

John Obits

GEORGE F. WHITLEY

ATTORNEY AT LAW

MERCHANTS AND FARMERS BANK BLDG.

SMITHFIELD, VA.

August 7, 1914.

Received of Geo. F. Whitley, Special Commissioner in
the suit of Betts vs. Scott, the sum of \$17.00 in full
settlement for Commissioner's fee.

Johnson. Cash

GEORGE F. WHITLEY
ATTORNEY AT LAW
MERCHANTS AND FARMERS BANK BLDG.
SMITHFIELD, VA.

August 7, 1914.

Received of Geo. F. Whitley, Special Commissioner in the
suit of Betts VS. Scott, the sum of \$10.00 in full settlement for
Crier's fee.

R. Aug Edwards

GEORGE F. WHITLEY

ATTORNEY AT LAW

MERCHANTS AND FARMERS BANK BLDG.

SMITHFIELD, VA.

August 7, 1914.

Received of Geo. F. Whitley, Special Commissioner in
the suit of Betts vs. Scott, the sum of \$2.50 in full settlement
for printing hand-bills.

A. L. Moore

GEORGE F. WHITLEY

ATTORNEY AT LAW

MERCHANTS AND FARMERS BANK BLDG.

SMITHFIELD, VA.

August 7, 1914.

Received of Geo. F. Whitley, Special Commissioner
in the suit of Betts vs. Scott, the sum of \$60.00 in full
settlement of Counsel fee.

Geo. F. Whitley
Counsel

GEORGE F. WHITLEY
ATTORNEY AT LAW
MERCHANTS AND FARMERS BANK BLDG.
SMITHFIELD, VA.

August 7, 1914.

Received of Geo. F. Whitley, Special Commissioner
in the suit of Betts VS. Scott, the sum of \$15.00 in full
settlement of taxed Attorney's fee.

Geo. F. Whitley,
Atty.

Mr. *Chas. O. Scott*

Dr.

HARDY DISTRICT

To W. L. LAINE, Treasurer of Isle of Wight County, Va.

No. *707*

Form 1

1913

State Taxes

33c. 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*72* Acres, valued *900*

Acres, valued

Acres, valued

Acres, valued

Per. Prop., Sched. B, val. *378*

Per. Prop. Sched. C, val.

Stock Merchandise, val.

Income, Sched. D, 1%

Total valuation *1728*

Capitation

Total

5% Penalty added Dec. 1, 1913.

Total Taxes and Penalty

Received payment *11* day of *June* 191*4*

EVERETT WADDEY CO RICHMOND, VA

Treasurer, per. *W. L. Laine**June - 13 - 1914**Received payment from
E. F. Whitley Spec. Comm.
W. L. Laine Jr.**150**1840**92**1932*

GEORGE F. WHITLEY
ATTORNEY AT LAW
MERCHANTS AND FARMERS BANK BLDG.
SMITHFIELD, VA.

August 7, 1914.

Received of Geo. F. Whitley, Special Commissioner
in the suit of Betts Vs. Scott, the sum of \$10.00 in full
settlement for drawing Deed.

Geo. F. Whitley

GEORGE F. WHITLEY
ATTORNEY AT LAW
MERCHANTS AND FARMERS BANK BLDG.
SMITHFIELD, VA.

August 7, 1914.

Received of Geo. F. Whitley, Special Commissioner
in the suit of Betts VS. Scott, the sum of 50¢ in full
settlement of taking acknowledgement.

J. P. Leverage

GEORGE F. WHITLEY

ATTORNEY AT LAW

MERCHANTS AND FARMERS BANK BLDG.

SMITHFIELD, VA.

August 7, 1914.

Received of Geo. F. Whitley, Special Commissioner in
the suit of Betts VS. Scott, the sum of \$1.60 in full
settlement for serving summons and notices.

R. Aug. Edwards.

GEORGE F. WHITLEY
ATTORNEY AT LAW
MERCHANTS AND FARMERS BANK BLDG.
SMITHFIELD, VA.

August 7, 1914.

Received of Geo. F. Whitley, Special Commissioner in
the suit of Betts VS. Scott, the sum of 50¢ in full settlement
of Witness fee.

J. R. Beatt

Thank you

*Sign and
return*

GEORGE F. WHITLEY

ATTORNEY AT LAW

MERCHANTS AND FARMERS BANK BLDG.

SMITHFIELD, VA.

August 7, 1914.

Received of Geo. F. Whitley, Special Commissioner in
the suit of Betts VS. Scott, the sum of 50¢ in full settlement
of Witness fee.

H. L. Cox

*Sign and
Return*



SMITHFIELD, VA. Aug 12 1914 No. _____

Bank of Smithfield

68-233

PAY TO THE
ORDER OF

T. J. Duward

\$ 20

Fifty

~~DOLLARS~~

FOR

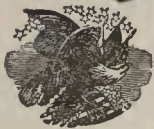
Wetmore fee

Per F. M. Helly
Acid Comm

Beth or Lott

J. Seward

PAY TO THE ORDER OF
ANY BANK OR BANKER
THE MERCHANTS & FARMERS BANK
68-234 SMITHFIELD, VA.
JAMES B. ROWELL, Jr., Cashier



SMITHFIELD, VA.

SMITHFIELD, VA. Aug 12, 1914 No. _____

No.

Bank of Smithfield

68-233

PAY TO THE
ORDER OF

\$

DOLLARS

FOR

PARAGON PTG. WKS BEAVER DAM, KY

Spiced Comm. Great Whitley
Belts & Scott.

J. A. Thompson

Pay Bank of Smithfield,
Smithfield, Va. or Order
W. E. Laine, Treasurer.

GEORGE F. WHITLEY
ATTORNEY AT LAW
MERCHANTS AND FARMERS BANK BLDG.
SMITHFIELD, VA.

August 7, 1914.

Received of Geo. F. Whitley, Special Commissioner in
the suit of Betts VS. Scott, the sum of \$73.00 in full
settlement of Commissioner's fee.



Commissioner

GEORGE F. WHITLEY
ATTORNEY AT LAW
MERCHANTS AND FARMERS BANK BLDG.
SMITHFIELD, VA.

August 7, 1914.

Received of Geo. F. Whitley, Special Commissioner
in the suit of Betts VS. Scott, the sum of \$10.00 in full
settlement of premium on bond.

A. S. Perrett

#1 Original Note Secured by D-87

700

\$ 350.00

Smithfield, Va.,

1913

Ninety (90)

days after date,

promise to pay to

the order of

Bank of Smithfield

Three hundred

Dollars,

100

Payable and negotiable at **BANK OF SMITHFIELD**, Smithfield, Va., value received, without offset. The maker and endorser each hereby waive the benefit of the homestead exemption as to this debt evidenced by this note.

No.

29065

Due

4/14

P. O.

Witness L. C. McChelland

L. C. Scott
Laura H. Scott

mark

Clerk's Office
of Isle of Wight County
Isle of Wight, Va.

Alma D. Marshall Assignee

\$2359.69

On demand we promise to

pay unto P. D. Gwaltney, junior, the just and full sum of _____

Two thousand and three hundred & fifty-nine & 69/100 Dollars

in current money of the United States of America, for value received, bearing interest from date at the rate of six per centum per annum, interest to be paid annually, for which we hereby bind ourselves, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

And we hereby waive the benefit of our Homestead Exemption as to this obligation.

In witness whereof we have hereunto set our hands and affixed our seals on this the 18th. day of December, 1912.

John Scott (SEAL)
Laura H. Scott (SEAL)
Mark

Witness,

[Signature]

Secured by deed of trust on real estate of even date with this bond.

*Paid
Aug 10, 1914*

C. C. Scott
note secured by L. G. T.

For value rec'd I hereby
assign this note with
the deed securing same
to Mrs Anna D. D. D. D.
without recourse to me

J. M. D. D. D.
July 10th 1873

GEORGE F. WHITLEY

ATTORNEY AT LAW

MERCHANTS AND FARMERS BANK BUILDING

SMITHFIELD, VIRGINIA

September 25, 1914.

Received of Geo. F. Whitley, Special Commissioner
in the suit of Betts vs. Scott, the sum of \$18.53, part
payment on Scott Judgment docketed February 19th, 1913.

B. S. Bees

I thank you

4

C. S. Betts,

VS) DECREE:

C. C. Scott.

1913
July 18
Entered
B.D.S.

C.D.B. #7, \$ 191

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

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

* * * * *
C. S. Betts,.....Plaintiff,
- VS -
C. C. Scott,.....;.....Defendant.
* * * * *

-----oOo-----

This cause came on this day to be heard on the bill of the complainant taken for confessed as to the defendant, C. C. Scott, upon whom ^{still} process has been duly served, he failing to appear and plead, answer or demur to the said bill, and was argued by counsel:

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 enquire into and report to Court, as follows:

FIRST: The annual and fee-simple values of the real estate now owned by C. C. Scott, together with a full description of same.

SECOND: An account of all lien debts against the said real estate with their priorities, together with all delinquent taxes due thereon.

THIRD: Whether all the proper parties are properly before the Court.

FOURTH: Whether or not the rents and profits of the land mentioned in the bill and proceedings will, within five years, satisfy the cost of this suit, the complainant's judgment, and other lien debts, should there be any.

FIFTH: Any other matters specially stated deemed pertinent by the Commissioner, or required to be stated by any party in interest.

7
O. S. Botts.

VS) DECREE:

O. C. Scott.

1914
Jan. Bk.
Enter his.
B.D.W.

60137 p 212

GEORGE F. WHITLEY

ATTORNEY-AT-LAW
SMITHFIELD, VA.

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

* * * * *

C. S. Betts,.....Plaintiff,

- VS -

C. C. Scott,.....Defendant.

* * * * *

-----oOo-----

This cause came on this day to be again heard on the papers formerly read, and on the reports of A. S. Johnson, Commissioner in Chancery, filed on the dates, as follows: September 18th, 1913, and November 11th, 1913, to which reports there are no exceptions, and was argued by counsel.

On consideration whereof, it appearing from said reports, and the evidence returned therewith, that C. C. Scott owns the tract of land mentioned in the bill and proceedings, known as the "Home Place" of Christopher C. Scott, and of which the said Christopher C. Scott died seized and possessed, containing Seventy-two (72) acres, more or less, and adjoining the lands of the estate of Fredmore Cox, dec'd, and R. E. Williford; that the fee-simple value of the said land is from Twenty-five Hundred to Three Thousand Dollars; that the annual value of the said land is from One Hundred and Fifty to Two Hundred Dollars; that the lien debts are, as follows:

A deed of trust bearing date on the 18th day of December, 1912, to secure the payment of \$2,359.69, evidenced by a bond of even date therewith, payable to F. B. Swalmey, Jr.

A deed of trust bearing date on the 13th day of January, 1913, to secure the payment of \$350.00, evidenced by a negotiable promissory note of even date therewith, payable to the Bank of Smithfield:

A deed of trust to secure the payment of \$300.00, evidenced by a note payable to P. D. Gwaltney, Jr. & Company:

A judgment in favor of C. S. Betts, against C. C. Scott, for the sum of \$73.92, with interest from the 30th day of December, 1912, and \$2.50 cost:

A judgment in favor of D. H. Widyette, Jr., against C. C. Scott, for the sum of \$35.58, with interest from the 18th day of October, 1912, and \$2.50 cost:

A judgment in favor of Thomas J. Soward, Secretary, against C. C. Scott, for the sum of \$105.94, with interest from the 15th day of December, 1912, and \$6.91 cost:

that there are no delinquent taxes upon the said land; that all the parties necessary to this cause are properly before the Court; that ~~the said Commissioner believes that~~ the rents and profits from the land mentioned in the bill and proceedings, will not in five years pay off the liens against the said land and costs of this suit, the Court doth confirm the said report, and doth adjudge, order and decree that George M. Whitley, who is hereby appointed Special Commissioner for that purpose, after having advertised the time, place and terms of sale for fifteen days, by hand-bills conspicuously posted in ten or more public places in the County of Isle of Wight, State of Virginia, shall 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, State of Virginia, the piece of property mentioned in the bill and proceedings, as follows:

* That certain piece or parcel of land situate in Hardy Magisterial District, in the County of Isle of Wight, State of Virginia, and bounded and described, as follows: On the North by the lands of

Fredmore Cox, dec'd; on the East, South and West by the lands of E. H. Williford, containing by estimation Seventy-two (72) acres, and being what is known as the "Home Place" of Christopher C.

Scott: X

~~and~~ upon the following terms: One-third of the purchase price to be paid in cash, and the residue on a credit of Twelve and Twenty-four months from the date of sale, the credit installments to bear interest from the date of sale; the purchaser to execute bonds for the deferred payments, ^{and} 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 to 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 10% of the total amount of said bid: And in the event the purchaser shall not pay cash, 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 the said Special Commissioner as his interest may appear.

The said Special Commissioner may report to Court private written bids for the said property *and*

~~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 County, to be approved by the Clerk, payable to the Commonwealth of Virginia, in the penalty of Three Thousand Dollars, and conditioned upon the faithful discharge of his duties under this, or any other decree entered in this cause.

10

C. S. BETTS,

VS) DECREE:

C.C. Scott.

1915
May 5
Entry 2nd
H. P. L.

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

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA,
APRIL TERM, 1914.

* * * * *
C. S. BETTS,Plaintiff.
--VS--
C. C. SCOTT,Defendant.
* * * * *

-----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 appointed by a decree entered in this cause on the 6th. day of January, 1914, ^{and} directing said commissioner to offer for sale the real estate described in said decree, which report is this day filed and to which no exception has been taken, and was argued by counsel.

On consideration whereof, it appearing from said report that the property in the bill and proceedings mentioned and described, as follows:

"That certain piece or parcel of land situate in Hardy Magisterial District, in the County of Isle of Wight, State of Virginia, and bounded and described, as follows: On the North by the lands of Predmore Cox, dec'd; on the East, South and West by the lands of R. H. Williford, containing by estimation Seventy-two (72) acres, and being what is known as the "Home Place" of Christopher C. Scott."

was properly offered for sale, and that the same was struck off to B. P. Chapman for the sum of \$3200.00, he being the highest bidder therefor.

And it further appearing from said report that the said B. P. Chapman has deposited with the said Special Commissioner a certified check for the amount of \$320.00, payable to said

Special Commissioner and drawn on the BANK OF SMITHFIELD, Smithfield, Virginia; and, further, that the said B. P. Chapman desires to pay cash for the said property, the Court doth confirm the said sale and report; and doth adjudge, order and decree that the said Special Commissioner collect from the said B. P. Chapman the said sum of \$3200.00, and convey by a good and sufficient deed, with Special Warranty, the property above mentioned and described to the said B. P. Chapman.

And the Court doth adjudge, order and decree that the said Special Commissioner pay out of the said purchase money all of the costs of this suit, including an attorney's fee of \$60.00 to the said George F. Whitley; also all taxes due and chargeable against the said property, and that he pay out of the remainder the lien debts as reported according to their priorities.

And the said Special Commissioner is ordered to report to Court all of his proceedings under this decree. *And this case is continued*

12

C. S. BETTS,

VS) DECREE:

C. C. SCOTT.

1914
Oct. 5.
Entered this.
B.D.W.

C.O.B. #7, p 252

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

ABSTRACT OF A JUDGMENT OBTAINED BEFORE A JUSTICE OF THE
PEACE FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA.

"Exhibit A"

C. J. Bell

Plaintiff.

vs. { DEBT

C. C. Scott

Defendant.

Smithfield

, Virginia

Feb 17

1913

Judgment that the plaintiff recover of the defendant Seventy three 792/100

with interest

thereon from the 30 day of December, 1912, till paid, and

\$ 2.50 for his costs expended in obtaining this judgment.

M. J. Jordan

J. P. (SEAL)

COSTS TAXED:

Justice.....\$ 25

Constable.....\$ 50

Witnesses.....\$

Clerk Circuit Court.....\$ 75

A copy
int. Johnson
can

vs. { Abstract of Judgment.

Clerk's Office of the Circuit Court of the
County of Isle of Wight
19....., this abstract of judgment was
received, docketed and filed.

Teste:
Clerk.

Docketed in

J. L. D. No. p

TO THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF NEB. OF RIGHT:

* * * * *
C. S. Betts, Plaintiff,
- VS -
C. C. Scott, Defendant.
* * * * *

IN CHANCERY:

-----oCo-----

Issue summons in Chancery to 2nd May Rules, 1913.

Geo. F. Whitley. P.C.

No. 1
C. S. Betts
3/2 } Memorandum
C. C. Betts

Filed
In the Office of the
Circuit Court,
COUNTY OF BEE OF MIGHT
this 12 day of May 1913
J. L. Johnson, Clerk

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

* * * * *
 C. S. Betts,.....Plaintiff, *
 --VS-- *
 C. C. Scott,.....Defendant. *
 * * * * *

-----oOo-----

This cause came on this day to be again heard on the papers formerly read, and ^{on the} report of Geo. F. Whitley, Special Commissioner, this day filed, to which report 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 B. P. Chapman the sum of Thirty Two Hundred Dollars (\$3,200.00), the full amount of the purchase price for the property mentioned in the bill and proceedings, and has conveyed to the said B. P. Chapman by good and sufficient deed, with covenants of Special Warranty, the said property; and it further appearing from said report, together with the vouchers returned therewith, that the said Commissioner has paid out of the purchase money for the said property the cost of this suit, the attorneys fee, all taxes due and applied the remainder to the payment of the lien debts, as follows:

TO	Amount received from sale of land	\$3,200.00
	By cash paid A. S. Johnson, Clerk, per voucher,	11.50
	By cash paid A. S. Johnson, Commissioner, Commissioner's fee,	17.00
	By cash paid R. A. Edwards, Crier's fee,	10.00
	By cash paid D. J. Hood, printing hand-bills.	2.50

By cash paid W. E. Laine, Treas. Taxes 1913.	19.32
By cash paid Geo. F. Whitley, Counsel fee,	60.00
By cash paid Geo. F. Whitley, taxed Attorney's fee.	15.00
By cash paid Geo. F. Whitley, drawing Deed.	10.00
By cash paid J. R. Rowell, Jr. taking acknowledgment.	.50
By cash paid R. A. Edwards for serving summons and notices.	1.60
By cash paid Jos. A. Scott, Witness fee.	.50
By cash paid T. J. Seward, Witness fee,	.50
By cash paid H. L. Cox, Witness fee,	.50
By cash paid Jas. H. Stringfield, Witness fee,	.50
By cash paid Geo. F. Whitley, Special Com. Commissioner's fee.	73.00
By cash paid A. S. Barrett, Agt, premium on bond.	10.00
By cash paid Alma D. Marshall, Assignee of P. D. Gwaltney, Jr's note.	2,359.69
By cash paid Alma F. Marshall, Assignee of P. D. Gwaltney, Jr's note secured by Deed of Trust, interest on note from Dec. 18, 1912, to June 11, 1914.	209.61
By cash paid Bank of Smithfield on note secured by Deed of Trust.	350.00
By cash paid Bank of Smithfield, interest on note secured by Deed of Trust from January 13, 1913, to June 11, 1914.	29.75
By cash paid C. S. Betts, on judgment docketed February 19, 1913.	18.53

\$ 3,200.00 3,200.00

The vouchers for said payments being filed with said report.
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.

Chas. C. Scott, et ux,

To) Trust Deed.

A.S. Johnson, trustee for
F.D. Gwaltney, Jr. & Co.,

Virginia: Clerk's Office of the Circuit Court of
the County of Isle of Wight

Decem 24 1912
Recorded in D. B. No. 80 page 506

State Tax,	-	-	-	\$	240	
Clerk,	-	-	-	\$	15	
Comr. Revenue,	-	-	-	\$		
Total,	-	-	-	\$	390	

Witness: *A.S. Johnson* Clerk

EXAMINED AND VERIFIED

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

THIS DEED, Made this 18th. day of December, 1912, between Charles Crawley Scott, and Laura H. Scott, his wife, of the County of Isle of Wight, State of Virginia, parties of the first part, and Albert E. Johnson, chosen trustee, of the County and State aforesaid, party of the second part,

WITNESSETH: That the said parties of the first part, do grant unto the said party of the second part, the following property, to-wit:- All of that certain tract, piece or parcel of land, lying, situate and being in the County of Isle of Wight and State of Virginia, and bounded by the Bergen Farm, the Williford land, and being the same land conveyed to the said Chas. C. Scott by E. H. Williams, Special Commissioner, by his deed bearing date of the 15th. day of June, 1910, and of record in the Clerk's Office of the Circuit Court of the said County, in L. S. No. 79, page 21, reference to which may be had for a more particular description of said land, and contains, by estimation, seventy-two acres, be the same more or less.

Also Fifty (50) Bbls. corn, 10 bbls. in crib and 40 bbls. on stalks in field. Forty (40) bags peanuts in the barn, 2000 pounds blade fodder, two (2) stacks top fodder standing in the lot around buildings, two shoats, 2 sows and 6 pigs in pen in the lot around buildings, one open buggy and one top buggy. All of the above described personal property being on the above described farm.

IN TRUST, to secure to F. D. Gwaltney, Jr. trading as F. D. Gwaltney, Jr. & Co., of the town of Smithfield, County of Isle of Wight, and State aforesaid, the payment of the sum of Two Thousand Three Hundred and Fifty Nine Dollars and Sixty Nine Cents (\$2359.69), evidenced by a bond of even date herewith, for the sum of \$2359.69, payable on demand, with interest from date, at the rate of six per centum per annum, payable annually, to F. D. Gwaltney, Jr. & Co. executed by Chas. C. Scott and Laura H. Scott, his wife, and containing a waiver of the Homestead Exemption.

Said parties of the first part hereby covenant that they are

seised of the said property in fee simple and have the right to convey same; that they have done no act to encumber it and that same is free from all encumbrances; and that they will execute such other and further assurances of title as may be necessary.

And it is covenanted that in case of default in the payment of the bond aforesaid, then sale shall be made at the request of the beneficiary, or his representative, and that said sale shall be made after advertising the time, terms and place thereof for ten days, for cash, and out of the proceeds of sale pay first the cost of sale, including a commission of five per cent of gross amount to the trustee and pay the fees for drawing and recording this deed, if then unpaid, and then pay off said bond with all accrued interest and legal charges, and pay the balance if any, as the law directs.

It is also covenanted that this deed of trust shall secure any bond given in renewal, or extenuation, or curtail of the aforementioned bond.

The said parties of the first part, covenants to pay all taxes, assessments, dues and charges upon the said property hereby conveyed so long as they or their heirs or assigns shall hold the same; and further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of \$1000.00 for the further protection of the said P. D. Gwaltney, Jr. or assigns, and in the event of their failure to do so, then the Trustee, or the beneficiary under this deed, may effect or renew such insurance from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property if sold, or to be recoverable by all the remedies in law or equity, by which the debt aforesaid may be recoverable.

If no default shall be made in the payment of the above-mentioned bond or insurance premiums, then, upon the request of the parties of the first part, a good and sufficient deed of release shall be exe-

cuted to them at their own proper cost and charges.

Witness the following signatures and seals:

Witness L. C. McClelland

Chas. C. Scott. (SEAL)
Laura H. Scott (SEAL)
mark

State of Virginia,

County of Isle of Wight, to-wit:

I, L. C. McClelland, a Notary Public, for the County and State aforesaid, do hereby certify that Chas. C. Scott, and Laura H. Scott, his wife, whose names are signed to the foregoing writing, bearing date December 18th. 1912, have this day acknowledged the same before me in my County and State aforesaid.

Given under my hand this 19th. day of December, 1912.

L. C. McClelland N. P.
My commission expires May 1st. 1916.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight December 21st. 1912 at nine o'clock A.M. this deed was received and with the certificate annexed, admitted to record.

Teste,

Johnson

Clerk.

Trust Deed

Chas. Cawley Scott et ux
to
Albert Johnson Trustee

Witness: Clerk's Office of the Circuit Court of
the County of Isle of Wight

..... *July 14* *1813*
Recorded in D. B. No. *80* page *542*
11 am

State Tax,	-	-	-	\$	1.00
Clerk,	-	-	-	\$	1.50
Comm. Revenue,	-	-	-	\$	
Total,	-	-	-	\$	2.50

Wrote, *As Johnson* Clerk

EXAMINED AND VERIFIED

THIS DEED, made this 13th. day of January, 1913, between Charles Crawley Scott and Laura H. Scott, his wife, of the County of Isle of Wight and State of Virginia, of the first part: and Albert S. Johnson, of the said County and State, of the second part:

WITNESSETH: That for and in consideration of the sum of one dollar to him in hand paid, the receipt of which is hereby acknowledged, and the premises herein, the said parties of the first part do her by grant, bargain, sell and convey, with General Warranty, unto the said party of the second part, all that certain tract, piece or parcel of land, situate, lying and being in the County of Isle of Wight and State of Virginia, bounded by the lands of Bergen, Williford and others, now or lately occupied by them, and being the same tract of land, no more and no less, that was conveyed to the said Chas. Crawley Scott by E. H. Williams, Special Commissioner, by his deed bearing date on the 15th. day of June, 1910, and of record in the Clerk's Office of the said County in D. B. No. 79, page 21, reference to which may be had for a more particular description of the said tract of land, containing, by estimation, seventy two acres, be the same more or less.

IN TRUST, to secure to Bank of Smithfield, a corporation, of the Town of Smithfield, State of Virginia, the payment of the sum of THREE HUNDRED AND FIFTY DOLLARS, (\$350.00), evidenced by one negotiable promissory note of even date herewith, made by the said parties of the first part, payable ninety days after date, for the said sum of three hundred and fifty dollars, payable and negotiable at the Bank of Smithfield, Smithfield, Virginia, for value received, without offset, and containing a waiver of the Homestead Exemption. And also to secure the payment of any renewal, extension or curtail of the said note.

IN THE EVENT THAT DEFAULT SHALL BE MADE IN THE PAYMENT OF THE SAID NOTE, or in the payment of any renewal, extension or curtail thereof, when and as the same shall become due and payable, then the said

trustee, upon being required so to do, shall sell the property hereby conveyed, after advertising the time, place and terms thereof in such manner as the said trustee shall think proper, said sale to be in front of the banking house of the said Bank, in said Town of Smithfield, for cash, and out of the proceeds of sale pay the expenses of executing this trust, including a commission to the said trustee of five per cent on the gross amount of sales, the fees for drawing and recording this deed, if then unpaid, and then pay off said debt, with all accrued interest and legal charges, and the balance, if any, he shall pay as the law directs.

The said parties of the first part hereby covenant and agree to pay all taxes, assessments, levies and charges upon the said property hereby conveyed so long as they or their heirs or assigns shall hold the same.

In the event that no default shall be made in the payment of the debt hereby secured, then upon the request of the said parties of the first part, a good and sufficient deed of release shall be executed to them at their own proper costs and charges.

Witness the following signatures and seals:

Charles C. Scott (SEAL)
Laura H. Scott (SEAL)
mark

State of Virginia,

County of Isle of Wight, to-wit:

I, L. C. McCalland, a Notary Public whose commission expires on the 1st day of May, 1916, do hereby certify that Charles Crawley Scott and Laura H. Scott, his wife, whose names are signed to the writing hereto annexed, bearing date the 13th. day of January, 1911, have acknowledged the same before me in my said County.

Given under my hand this 13th day of January, 1913.
L. C. McCalland N.P.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of
Wight January 14th. 1913 at eleven o'clock A. M. this deed was received
and with the certificate annexed, admitted to record.

Teste,

Edmund

Clerk.

8
C. S. Bates
n { Chancery 143
C. C. Scott

Copy of Census bond

Filed
In the CLERK'S OFFICE of the
CIRCUIT COURT,
OF THE
COUNTY OF ISLE OF WIGHT
this 16 day of March 1914
J. H. Johnson, Clerk

No.

Know all Men by These Presents: That we **George F. Whitley**

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

~~Three Thousand 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 **George F. Whitley**

principal

and the said **American Surety Company of New York,**

surety

by **A. S. Barrett (countersigned by C. E. Wilson)**

, its duly authorized

agent and attorney in fact, has caused its corporate name and seal to be hereunto affixed, the said seal to be attested

by the signature of the said **A. S. Barrett**

, its said agent and attorney

in fact, this, the **16th.**

day of **March,**

A. D. **1914.**

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound **George F. Whitley, appointed Special Commissioner in the suit of C. S. Betts vs. C. C. Scott, et al, pending in the Circuit Court of the County of Isle of Wight, on the chancery side thereof, by decree entered in said suit on the 6th. day of January, 1914, shall faithfully discharge and perform the duties required of him by said decree, or by any future decree entered in said cause,**

~~shall faithfully discharge the duties of his office or trust as such~~

, then the above obligation to be void, or else to remain in full force and virtue.

Geo F Whitley [SEAL]

American Surety Co. of New York

By **A. S. Barrett**

Its duly authorized agent and attorney in fact.

(Seal)

Attest: **A. S. Barrett**

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the **16** day of **March** 1914, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

W. C. Johnson

Johnson Clerk.