

1920-002 Chancery Causes: Ruth Hedgepeth Taylor, John W. Taylor & al vs R. F. Hedgepeth
Isle of Wight County
Petition of Herman Hedgepeth, Atna Hedgepeth & Dillian Hedgepeth

305

Other Surnames: Johnson, Gray,
Powell, Berryman, Gwaltney,
Raby, Saunders, Hall, Davis,
Young, Judkins, Holland, Butler,
Holleman, Joyner, Harrison,
Pierce, Leathers

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE
OF WIGHT AUGUST 23RD. 1919.

Taylor et als.

vs. (Chancery. No. 305.

Hedgepeth et als.

The bond required of the Special Commissioners, Parke P.
Deans and Hugh L. Holland, in this suit, by decree entered thereon on
the 16th. day of August, 1919, has been duly executed.

Teste,

A. S. Johnson Clerk.

A. S. Johnson
Jst. Clerk

Taylor et al
v. Cy. 305
Hidgforth et al

Copy of cert of
quasi of the Court

Dated Aug 12/1919

No.

Know all Men by These Presents: That we Parke P. Deans and Hugh L. Holland,
principal ,
and R. F. Hedgepeth,
suret y ,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Nine Hundred Dol-
lars 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 Parke P. Deans and Hugh L. Holland principal s
and the said R. F. Hedgepeth suret y ,
have hereunto set their hands and affixed their seals this, the 23rd. day of
August A. D. 1919 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Parke P. Deans and Hugh L.
Holland, who have been appointed special commissioners in the suit of Taylor et als.
vs. Hedgepeth et als., depending in the Circuit Court of the County of Isle of Wight
on the Chancery side thereof, docket number 305, by decree entered therein on the
16th. day of August, 1919, shall faithfully, and according to law, discharge and
perform the duties imposed upon them by said decree, and 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.

A. D. 19 .

.....[SEAL]
.....[SEAL]
.....[SEAL]
.....Witnesses.....[SEAL]

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 23rd.
day of August 1919 , this bond was duly executed and acknowledged by the obligors to the same
and ordered to be recorded.

A copy, Teste, Johnson Clerk. A. S. Johnson Clerk.

Taylor et al
N^o Cy 305
Hedgepoth et al

Copy of bond
of
Spe Commisner

Filed Aug 13/1919

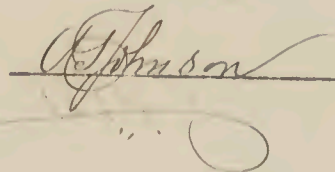
VIRGINIA: CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, JULY 3RD.1919.

Taylor et als.

vs) Chancery. No. 305.

Hedgepeth et als.

Upon motion of the complainants, by counsel, John K. Hutton, a discreet and competent attorney at law, practicing in this Court, is assigned as guardian ad litem for the infant defendant, herein, (Hertie Hedgepeth Powell)

 Clerk.

Taylor et als

vs) Chancery. No. 305

Hedgepeth, et als.

Copy or order appointing guardian adlitem. Entered July 3rd.
1919.

To A. S. Johnson, Clerk of the Circuit Court of Isle of
Wight County, Virginia:

Ruth Hedgepeth Taylor and John W. Taylor, her husband;
Whittie Hedgepeth Johnson and Adge Johnson, her husband;
Delia Hedgepeth, an infant over the age of 14 years, who
sues by Ruth Hedgepeth Taylor, her next friend; Dott
Hedgepeth, an infant over the age of 14 years, who sues
by Ruth Hedgepeth Taylor, her next friend

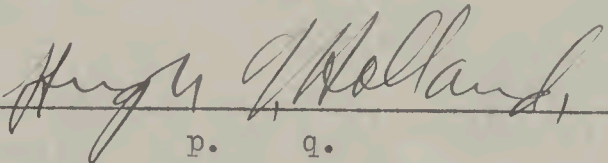
.....COMPLAINANTS.

VS. Memorandum

R. F. Hedgepeth; Herman Hedgepeth and Belle Hedgeneth, his
wife; Carrie Hedgepeth; Atna Hedgepeth and Mattie Hedge-
peth, his wife; Dillian Hedgepeth; Hertie Hedgepeth Powell,
an infant over the age of 14 years, and L. J. Powell,
her husband; W. W. Gray, Trustee; J. E. Gray; and J. M.
Raby

.....DEFENDANTS.

Please summon defendants for complainants, to
Second July (1919), Rules, in Chancery.


p. q.

Taylor et al
n^o 1 Cy 305
Hedgicott et al

Memo

Filed July 3rd 1919

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

Taylor et als.

v.

Hedgepeth et als.

This cause came on this day to be again heard upon the papers formerly read and ^{on} the report of Hugh L. Holland and Parke P. Deans, Special Commissioners, this day filed by leave of Court, to which there is no exception, and was argued by counsel:

~~On consideration thereof,~~ ^{and} it appearing to the court from said report that Herman Hedgepeth, Atna Hedgepeth and Dillian Hedgepeth have paid ~~into the hands of~~ Hugh L. Holland and Parke P. Deans, Special Commissioners, the sum of eight hundred and 63 dollars, being the six hundred dollars and the court cost, including fees of attorneys, and that they have executed and delivered the deed as ^{required} ~~required~~ and that they have disbursed the money as follows:

Amount received

819.63

Paid A. S. Johnson Court Cost	54.63
~~Paid H. L. Holland & Parke P. Deans Attorney's fee~~	~~15.00~~
Paid Hugh L. Holland, Attorney's fee	75.00
Paid Parke P. Deans, Attorney's fee	75.00
Paid Hertie Hedgepeth Powell, her interest	150.00
Paid Whittie Hedgepeth Johnson, her interest	150.00
Paid Delia Hedgepeth, her interest	150.00
Paid Dott Hedgepeth, her interest	150.00

~~On consideration whereof~~ 819.63 819.63
The Court doth confirm said report, and it further appearing that that there is nothing further to be done in this cause, it is ~~adjudged~~, ordered ~~and decreed~~ that this cause be stricken from the docket.

Taylor et als.

v.

Hedgepeth et als.

Decree.

enter this.

1920.
Sept. 20.
Enter this.
P.D.W.

6038/16-a

In the Circuit Court of Isle of Wight County, Virginia:

Ruth Hedgepeth Taylor et als.

v.

R. F. Hedgepeth et als.

This cause came on this day to be again heard on the papers formerly read, the report of A. S. Johnson, Commissioner

the time for the filing of said report being waived by all parties, by Counsel, and no exceptions are taken; the petition of Herman Hedgepeth, Atna

Hedgepeth and Dillian Hedgepeth and was argued by counsel:

And it appearing from said ~~It appearing from the~~ report of A. S. Johnson Commissioner in Chancery that Mattie Ivan Hedgepeth died intestate ~~and~~ *entitled to the* ~~seized and possessed of a certain tract of land described as~~ follows:

All that certain tract of land situate in Isle of Wight County, Virginia, beginning on the County Road leading from Coggin's Cross Road to Antioch Church, at the corner of the land of Jerry Pierce; thence along the said County Road to the land of Rebecca E. Griffin, thence along the lines of the lands of Rebecca E. Griffin, C. L. Griffin, J. C. Harrison, J. J. Heck, J. Linwood Edwards, W. H. Morris and Jerry Foote, to the County Road leading from Windsor to Isle of Wight Courthouse, thence along this last mentioned road to the land of Jerry ~~Foote~~ Pierce thence along the line of said Jerry Pierce to the starting point and which is estimated to contain about one hundred acres, more or less, and it further appearing from said report that there are several liens upon the real estate and are represented as follows, a bond for \$742.73 with interest made by Mattie I. Hedgepeth and R. F. Hedgepeth and held by the Bank of Windsor, Incorporated, a bond for \$29.48 with interest made by Mattie I. Hedgepeth and R. F. Hedgepeth and held by the Bank of Windsor, Incorporated, and a judgment in favor ^{of} C. F. Joyner for \$82.25

with interest thereon from January 25th, 1915 with cost \$2.25
against Mattie I. Hedgepeth and R. F. Hedgepeth; making a total
and debts
amount of indebtedness \$1679.30 (not including any interest on
~~the bonds~~); and it further appearing from said report that the
heirs at law of the said Mattie I. Hedgepeth are Ruth Hedgepeth
Taylor, Whittie Hedgepeth Johnson, Herman Hedgepeth, Atna Hedge-
peth, Dillian Hedgepeth and Carrie Hedgepeth, over the age of
twenty-one years, and Delia Hedgepeth, Dct Hedgepeth and Hertie
Hedgepeth Johnson, infants under the age of twenty-one years,
and each over the age of fourteen years; subject however to the
curtesy right therein of the said R. F. Hedgepeth, ^{who was 63 years old, April 16th, 1919}; and it further
appearing from said report that the annual value of the said
land is worth not to exceed \$125.00, and the fee-simple value
not to exceed the sum of \$3500.00 and that partition cannot be
conveniently made of the said property, and the only method
which can be employed is a sale thereof, and a division of the
proceeds therefrom, and it further appearing that the interest
of the parties will be promoted by a sale, ~~thereof~~ and a division
of the proceeds; and it appearing in the ~~evidence~~ ^{evidence} taken, that
three of the ~~heirs~~ ^{parties, to wit}, Herman Hedgepeth, Atna Hedgepeth and Dillian
Hedgepeth are willing to take the whole ^{of said property} and to pay the others
for their shares ~~at~~ a fair value, ~~and~~ the same to be paid in cash;

On consideration whereof, the Court doth confirm the
said report; and it ^{further} appearing from said report that a lien
created by a deed of trust dated December 7th, 1891, and of
record in Deed Book 56 page 420 ⁱⁿ of the Clerk's Office of Isle
of Wight County, ^{in which} with F. R. Berryman ^{is} as trustee, to secure an
indebtedness payable to P. D. Gwaltney, ^{and} ~~is from which it appears~~
that ^{more than} twenty years have elapsed since the said bond was due, ^{and the lien of said bond can not now be enforced}
the court doth adjudge, order and decree that the same shall not, ^{in now} be
considered a lien upon the said property ~~and is of no further~~
~~effect~~; and it further appearing from said report that the

and that there is a presumption that the report of said court is correct

the interest of ^{each of} the heirs at law ^{based} ~~valued by~~ ^{the} upon reported valuation of land ~~to be~~ ^{is} \$208.90, subject however to the liens ~~upon~~ ~~therein interest as~~ hereinbefore-named, and it further appearing from the petition of Herman Hedgepeth, Atna Hedgepeth and Dillian Hedgepeth herewith filed that they ^{have} ~~has~~ purchased the interest of Carrie Hedgepeth for the sum of one hundred and fifty dollars, and also acquired the interest of Ruth Hedgepeth Taylor for the sum of one hundred and fifty dollars and are willing to purchase the interest of Hertie Hedgepeth Powell, Whittie Hedgepeth Johnson, Delia Hedgepeth and Dot~~x~~ Hedgepeth the remaining interest in said estate for the sum of one hundred and fifty dollars ^{each} ~~and addition to~~ paying all court cost and attorney's fees, and it further appearing in said petition that they will assume whatever obligations and liens ^{may be} upon the real estate of Mattie I. Hedgepeth, which amounts to ^{at least} \$1679.30, and should Mattie I. Hedgepeth only owe one-half of same will be \$839.65 or ^{as} against each share the sum of \$93.29, making each share worth \$105.61, and which offer will be to the interest of the parties concerned, the Court doth adjudge, order and decree that the said offer of Herman Hedgepeth, Atna Hedgepeth and Dillian Hedgepeth be accepted and doth adjudge, order and decree that Hugh L. Holland and Parke P. Deans who are hereby appointed special commissioners for the purpose, shall upon the payment to ^{them} ~~them~~ by the said Herman Hedgepeth, Atna Hedgepeth and the court cost and counsels fees, of the sum of six hundred dollars, and convey to the said Herman Hedgepeth, Atna Hedgepeth and Dillian Hedgepeth by good and sufficient deed, with special warranty all the right, title and interest in and to the real estate ~~of which Mattie I. Hedgepeth died seized and possessed and~~ described herein; the court doth further adjudge, order and decree that the said Hugh L. Holland and Parke P. Deans, special

commissioners shall pay the sum of one hundred and fifty dollars ~~to~~ each, ^{to} Whittie Hedgepeth Johnson, Hertie Hegdepeth Powell, Delia Hedgepeth and Dott Hedgepeth and take receipts for same, and the Court doth allow to Hugh L. Holland the sum of \$ 75.00 for his services and to Parke P. Deans the sum of \$ 75.00 for his services. *said fees to be full of commission and all other fees*

And the said Hugh L. Holland and Parke P. Deans, special commissioners are directed to report their proceedings hereunder to the Court. But the said commissioners shall have no power to execute this decree until they shall enter into a bond with sufficient surety in the Clerk's Office of this Court, payable to the Commonwealth of Virginia in the penalty of One Nine Hundred - dollars and conditioned for the faithful discharge of their duties hereunder.

16

Ruth Hedgepeth Taylor et als.

v.

R. F. Hedgepeth et als.

Decree.

1919
16 August
Autesthis.
B.D.W.

60737 / 508-a

We consent to this decree
Ruth & Dean et al.
Hull. 1919.

VIRGINIA

In The Circuit Court of the County of Isle of Wight:

Ruth Hedgepeth Taylor Et ALS.....Complainants

VS.

Decree

R. F. Hedgepeth Et ALS.....Defendants

This cause, by consent of all the parties, came on this day to be heard upon the Complainant's Bill, filed by leave of court; and, *on motion of the complainants* —

and John K. Hutton, a discreet and competent Attorney-at-Law *who has been, by the Clerk of this Court.* is assigned as guardian ad litem to Mertie Hedgepeth Powell, an infant over the age of 14 years, to defend her interests and protect her rights, ~~and thereupon the said guardian ad litem filed~~

the answers of the said infant defendant and his own answers; and ~~the answers of the said infant defendant and his own answers~~ R. F. Hedgepeth, Herman Hedgepeth, Belle Hedgepeth, Carrie Hedgepeth, Atna Hedgepeth, Mattie Hedgepeth, Dillian Hedgepeth, L. J.

Powell, J. E. Gray and J. M. Raby, the adult defendants, filed their answers, ^{to said bill and on motion, and the leave of Court the said} to which several answers said Complainants replied generally; and thereupon, by consent of all parties ^{of Counsel} this cause is set for hearing and docketed, and by like consent came on this

day to be heard upon the Bill of Complaint, upon the answers of John K. Hutton guardian ad litem of ^{Hattie} ~~Carrie~~ Hedgepeth Powell, infant ^{son of said Hattie Hedgepeth Powell} ~~defendant~~, as well as upon the answers of the ^{said} adult defendants, ^{with} ~~with~~ general replications thereto and was argued by counsel.

On consideration whereof, the court doth ^{then} adjudge, and decree, that this cause be referred to one of the commissioners of the court is directed to inquire and report to court as follows:

FIRST

An account of the real estate of which Mattie Ivan Hedgepeth died seized and possessed, with an accurate description thereof, together with ^{its} ~~an~~ annual and fee simple values ~~of the same~~, and any liens of record binding said property, or the interest of any of the parties entitled thereto.

Justice Department, in favor of public use of space, West. Co. Supreme Court decision to award title,

SECOND

The heirs and distributees at law of the said Mattie Ivan Hedgepeth, deceased, together with their respective interests and shares in the decedent's estate, *how the same was acquired and their ages*

THIRD

Whether partition can be conveniently made of the said property, and if not, whether any party will accept the entire property and pay therefor to the others such sums of money as their interests shall entitle them to receive, and if partition cannot be conveniently made, and no party will accept the entire subject matter, whether the interest of the parties will be promoted by a sale of the entire subject matter, and a division of the proceeds of same, or whether it would be to the interest of the parties that there should be an allotment of a part and a sale of the residue.

FOURTH

Whether there are any delinquent taxes against the said real estate described in the bill of complaint.

FIFTH

Whether are the proper and necessary facts are properly presented to inquire and report to court whether all parties interested are properly before the court, and any other matters that he may deem pertinent, or what may be required to carry on the further.

13

Ruth Hedgepeth Taylor et als

vs-----Decree

R. F. Hedgepeth et als.

1919
July 17
Entered his.
B.D.W.

O. O. B. 1,

Page 507

WINDSOR, VA. *Sept 6th*

19 *19*

No. _____

BANK OF WINDSOR

INCORPORATED

⁵
68-457

PAY TO THE
ORDER OF

Dott Hedgcock

\$ *150⁰⁰*

One hundred and fifty

DOLLARS

High A. Holland,

Trustee

Spl Comrs Taylor et al v Hedgcock

FOR *In full settlement for interest*
in Mattie S Hedgcock Real Estate
as per decree

Dr. K. K. K. K. K.
Ruth E. Taylor

THE OFFICE OF THE
TREASURER OF THE
UNITED STATES DEPARTMENT OF THE INTERIOR
WASHINGTON, D. C.

SEP 29 1919
U. S. DEPT. OF THE INTERIOR
WASHINGTON, D. C.

AMERICAN EXPRESS CO.
NEW YORK, N. Y.

U. S. DEPT. OF THE INTERIOR
WASHINGTON, D. C.

SEP 30 1919
U. S. DEPT. OF THE INTERIOR
WASHINGTON, D. C.

AMERICAN EXPRESS CO.
NEW YORK, N. Y.

WINDSOR, VA. Sept 6th 19 19 No. _____

BANK OF WINDSOR

INCORPORATED

5
68-457

PAY TO THE
ORDER OF

Hetti Hedgepeth Lawrence \$ 150 ⁰⁰

One hundred and fifty ——— DOLLARS

FOR Full settlement for interest
William Hedgepeth's Real Estate
as per decree Wm. G. Holland,
Trustee Spencer Taylor et al v Hedgepeth et al

Hertie Hedgacoth
Powell.

Mrs. L. J. Powell.

R. S. MARSHALL, Cashier

PAY TO THE ORDER OF
RICHMOND COUNTRY CLEANSING ASS'N
AMERICAN NATIONAL BANK
1110 S. 10th St. RICHMOND, VA.
O. B. HILL, Cashier
JAN - 3 1920
PAY TO THE ORDER OF ANY BANK OR BANKER
FOR COLLECTION AND RETURNANCE
RICHMOND COUNTRY CLEANSING ASS'N
G. C. McWHIRTER, MANAGER

WINDSOR, VA.

Sept 6 19 *19*

No.

BANK OF WINDSOR

INCORPORATED

$\frac{5}{68-457}$

PAY TO THE
ORDER OF

Julia Lee Hedgepeth

\$ *150⁰⁰*

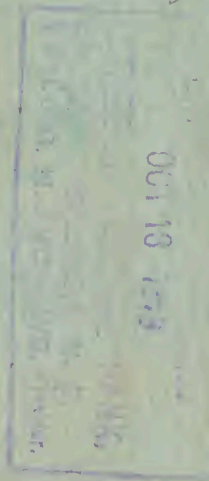
One hundred and fifty

DOLLARS

FOR *full settlement for interest*
in matter of Hedgepeth, Real
Estate as per decree

Wm. H. Holland,
Parke Brown
Spl. Com'r, Taylor et al v Hedgepeth et al

Delia Lee Hedgepeth



627 81100

RECEIVED
OCT 27 1915
CITIZENS BANK & TRUST CO.
60-644
440-644
RECEIVED
OCT 27 1915
CITIZENS BANK & TRUST CO.
60-644
440-644

5	PAY TO THE ORDER OF
	RICHMOND COUNTRY CLEARING ASS'N
NAT'L STATE & CITY BANK	
RICHMOND, VA.	
OCT 20 1915	
PAY TO THE ORDER OF ANY BANK OR BANKER	
FOR COLLECTION & REMITTANCE	
RICHMOND COUNTRY CLEARING ASS'N	
G. C. McWHIRTER, MGR.	

WINDSOR, VA.

Sept 6th 19 *19* No. _____

BANK OF WINDSOR

⁵
68-457

INCORPORATED

PAY TO THE
ORDER OF

Whittier Stedjebeck Johnson \$ *150⁰⁰*

One hundred and fifty DOLLARS

FOR

*In full settlement for
interest in Matter Stedjebeck's
Real Estate as per deces*

Hugh J. Holland,

Perce C. Deane,

Spillman Taylor et al. & Stedjebeck et al.

Whittier Hedgepeth Johnson

PAY ANY BANK, BANKERS TRUST CO.
C.R. ORDER, GUARANTEED
All Prior Endorsements Guaranteed
OCT 4 1911
MACHONIA BANK & TRUST CO.
Winston-Salem, N.C.
JAS. A. GRAY, Treas.
60-29

2
Pay to the order of A. H. McWhorter, Mayor
for collection of
RENEWED COUNTY, GEORGIA
WARRICK
Platton
19

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

Received of P. P. Deans and Hugh L. Holland,
Special Commissioners in the suit of Ruth Taylor Hedgepeth
et als vs. R. F. Hedgepeth et als payment of the sum of
FIFTEEN (\$15.00) DOLLARS in payment of taxed attorney's
fee in this suit.

Dated this 6th day of September, 1919.

Hugh L. Holland
BY J. E. Beale

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

Received of P. P. Deans and Hugh L. Holland Special Commissioners in the chancery suit of Ruth Taylor Hedgepeth et als vs. R. F. Hedgepeth et als payment of the sum of SEVENTY-FIVE (\$75.00) DOLLARS, in payment of my fee for service rendered in this suit, as allowed to me under the terms of a certain decree entered in this suit on the _____ day of August, 1919.

Dated this 6th day of September, 1919.

Hugh L. Holland
BY J. E. Beale

*Recd. of P. P. Deans & Hugh L. Holland Sp. Com.
Seventy five Dollars
For attorney's fees*

Sept 6, 1919, P. P. Deans

Received of Parke P. Deans check for \$54.63, account writ tax, Clerk fees,
and fee of commissioner in chancery in the suit of Taylor et als. vs. . . .

Hedgepeth et als.

Sep

P. Deans Clerk.

IN THE CIRCUIT COURT OF ISTH OR WIGHT COUNTY, VIRGINIA:

Taylor et als.

v.

Hedgepeth et als.

To the Honorable B. M. White, Judge of said Court:

Your, Special Commissioners, in accordance with a decree entered in this cause on the 16 day of August 1919, collected from Herman Hedgepeth, Atna Hedgepeth and Dillian Hedgepeth the sum of \$ 819.63 and we executed the deed and delivered same to them as directed.

We have paid out the funds as follows:

Amount received	<u>819.63</u>	
Paid A. S. Johnson Court Cost		<u>54.63</u>
<i>Paid</i>		15.00
Paid Hugh L. Holland Attorney's fee		<u>75.00</u>
Paid Parke P. Deans, Attorney's fee		<u>75.00</u>
Paid Hertie Hedgepeth Powell her interest		150.00
Paid Whittie Hedgepeth Johnson, her interest		150.00
Paid Delia Hedgepeth, her interest		150.00
Paid Dott Hedgepeth, her interest		150.00
	<u>819.63</u>	<u>819.63</u>

All that was to be done by your commissioners has been done and we ask that we be relieve of further obligations.

Respectfully submitted,

Parke P. Deans

H. L. Holland
Special Commissioners.

19

Taylor et als.

v.

Edgepoth et als.

Report of Spl. Com'rs.

1920.
Sept. 20
Filed 30th.

PARKE P. DEANS,
ATTORNEY AT LAW,
WINDSOR, VIRGINIA.

The Linden Printing Company, Hartford, Conn.

To:

Ruth Hedgepeth Taylor and John W. Taylor, her husband;
Whittie Hedgepeth Johnson and Adge Johnson, her husband;
Delia Hedgepeth, an infant over the age of 14 years, who
sues by Ruth Hedgepeth Taylor, her next friend; Dott Hedge-
peth, an infant over the age of 14 years, who sues by Ruth
Hedgepeth Taylor, her next friend

.....COMPLAINANTS

and-

R. F. Hedgepeth; Herman Hedgepeth and Belle Hedgepeth, his
wife; Carrie Hedgepeth; Atna Hedgepeth and Mattie Hedgepeth,
his wife; Dillian Hedgepeth; Hertie Hedgepeth Powell, an
infant over the age of 14 years, and L. J. Powell, her husband;
W. W. Gray, Trustee; J. E. Gray; J. M. Raby; and John K. Hutton,
guardian ad litem.

..... DEFENDANTS.

Take notice that I shall, at my office, at the Courthouse
of Isle of Wight County, on the 29th. day of July, 1919, at
two o'clock P.M., proceed to execute the decree entered in
the Chancery cause now pending in the said Circuit Court, Doc-
ket No. 305, in which you are, respectively, complainants
and defendants, on the 17th. day of July, 1919, which said
decree requires one of the Commissioners of said court to
inquire and report to court as follows:

1. An account of the real estate of which Mattie Ivan
Hedgepeth died, seized and possessed, with an accurate des-
cription thereof, together with its annual and fee simple
values, and any liens of record binding said property, or
the interest of any of the parties entitled thereto.

2. The heirs and distributees at law of the said Mattie
Ivan Hedgepeth, deceased, together with their respective in-
terests and shares in the decedent's estate, how the same was
acquired and their ages.

3. Whether partition can be conveniently made of the
said property, and if not, whether any party will accept the
entire property and pay therefor to the others such sums of
money as their interests shall entitle them to receive, and if
partition cannot be conveniently made, and no party will accept
the entire subject matter, whether the interest of the parties
will be promoted by a sale of the entire subject matter, and
a division of the proceeds of same, or whether it would be to
the interest of the parties that there should be an allotment
of a part and a sale of the residue.

4. Whether there are any delinquent taxes against the said
real estate described in the bill of complaint.

5. Whether all parties interested are properly before
the court and any other matters that he may deem pertinent
or that may be required by any of the parties.

Given under my hand this 24th. day of July, 1919.


Commissioner in Chancery.

We hereby, acknowledge due, legal, and sufficient service
of this notice.

For Adults Defendants
Tom M. Dean Attorney

all Complaints by
Hugh W. Holland their
attorney
Hertie Hedgpeth Powell

by Tom M. Dean
Guardian ad litem

5
VIRGINIA: CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

Taylor et als,

vs) Chancery - No. 305

Hedgepeth et als.

OoO

TO HONORABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT:

The undersigned, one of the Commissioner's in Chancery of your honor's Court, begs leave to report as follows:

That the papers in the above entitled cause have been referred to him for the execution of a decree entered therein, on the 17th. day of July, 1919, which requires one of the Commissioners of the said court to inquire and report to court as follows:

"FIRST: An account of the real estate of which Mattie Ivan Hedgepeth died, seized and possessed, with an accurate description thereof, together with its annual and fee simple values, and any liens of record binding said property, or the interest of any of the parties entitled thereto.

SECOND: The heirs and distributees at law of the said Mattie Ivan Hedgepeth, deceased, together with their respective interests and shares in the decedent's estate, how the same was acquired and their ages.

THIRD: Whether partition can be conveniently made of the said property, and if not, whether any party will accept the entire property and pay therefor to the others such sums of money as their interests shall entitle them to receive, and if partition cannot be conveniently made, and no party will accept the entire subject matter, whether the interest of the parties will be promoted by a sale of the entire subject matter, and a division of the proceeds of same, or whether it would be to the interest of the parties that there should be an allotment of a part and a sale of the residue.

FOURTH: Whether there are any delinquent taxes against the said real estate described in the bill of complaint.

FIFTH: Whether all parties interested are properly before the court, and any other matter that he may deem pertinent or that may be required by any of the parties. "

That on the 29th. day of July, 1919, after having given notice, which notice is attached hereto and made a part of this report, and which shows service thereof, he proceeded to execute said decree:

That from the records filed in the Clerk's Office of the said Court, and from the evidence taken by him, which evidence was reduced to writing, and is filed herewith, he is informed and reports as follows:

1. That Mrs. Mattie Iven Hedgepeth died, on the 16th. day of August, 1917, seized of a tract of land lying, situate, and being in the County of Isle of Wight, and State of Virginia, beginning on the County Road leading from Coggin's Cross Roads to Antioch Church, at the corner of the land of Jerry Pierce; thence along the said County Road to the land of Rebecca E. Griffin, thence along the lines of the lands of Rebecca E. Griffin, C. L. Griffin, J. C. Harrison, J. J. Heck, J. Linwood Edwards, W. H. Morris and Jerry Foote, to the county road leading from Windsor to Isle of Wight Courthouse, thence along this last mentioned road to the land of Jerry Pierce, thence along the line of said Jerry Pierce to the starting point; and which is estimated to contain about one hundred acres, more or less. The acreage seems to be, in the records, sometimes exaggerated, but the estimate placed upon it by the parties who testified at the Commissioner's hearing, is believed, by your Commissioner, to be as near accurate as can be had without an actual survey thereof by a competent surveyor, and for the purposes for which this suit is brought, sufficient. Upon the current Land Book, the acreage is given at one hundred, and the valuation at \$1200.00. This tract of land is a part of the Thomas Hall land, and was conveyed by N. P.

Young, Commissioner, to W. P. Davis and Ivan Davis (lately Mattie Ivan Hedgepeth) for one hundred and seventy eight acres, and from which has been conveyed sixty six and one half acres, twenty five acres, forty acres and four acres, aggregating one hundred and thirty five and one half acres, which, deducted from one hundred and seventy eight leaves only forty two and one half acres. There is a great discrepancy in the several estimations of the area. Your Commissioner believes, however, that the testimony of the witnesses, who testified at his hearing, and which is included in this report, is the best evidence now to be had, as to the area.

It will be noted that the bill states that Mrs. Hedgepeth was, at the time of her death, seized and possessed of two tracts of land, namely, a tract of one hundred and eighty three acres, and a tract of sixty six acres. This is not borne out by the record.

N. P. Young, Special Commissioner, in the suit of Saunders et als vs. Hall et als, and Joseph L. Judkins, by deed bearing date the 18th. day of March, 1881, of record in the Clerk's Office of this Court in Deed Book 47, page 162, conveyed to W. P. Davis and Ivan Davis the 178 acre tract of land, known as part of the "Coggin Place", herein mentioned.

Said W. P. Davis, by his deed bearing date October 5th., 1885, of record in the said Clerk's Office in D.B. 49, page 308, conveyed to Richard F. Hedgepeth, $66\frac{1}{2}$ acres of the said tract of land. Mattie L. Davis did not join in this conveyance and did not convey her interest therein, though, it seems as if this $66\frac{1}{2}$ acre piece, together with 25 acres, later conveyed to Wm. S. Holland, was intended as and for that part of said land which was to belong to said W. P. Davis, though no specific partition appears to have been made except through successive conveyances here and hereinafter noted.

W. P. Davis, Richard F. Hedgepeth, Mattie I. Hedgepeth, (who was Mattie I. Davis) and N. P. Young, trustee, by their deed bearing date November 4th., 1885, and of record in said Clerk's Office in D. B. 49, page 365, conveyed to Wm. S. Holland 25 acres of the said tract of land. This seems to have completed conveyance from W. P. Davis of all of his claims therein.

Richard F. Hedgepeth, by his deed bearing date January 5th., 1891, of record in the said Clerk's Office in D.B. 55, page 323, conveyed to Robert T. Hedgepeth this $66\frac{1}{2}$ acre tract of land. Mattie I. Hedgepeth did not join with her husband in this deed. This defect is cured by the following mentioned conveyance.

Robert T. Hedgepeth, by his deed bearing date Feb. 27th., 1891, D. B. 56, page 13, conveyed to Mattie I. Hedgepeth this $66\frac{1}{2}$ acre tract of land. If the said Robert T. Hedgepeth had a wife while he held this land, and she is now living, which is doubtful, she probably has a dower interest therein.

Mattie I. Hedgepeth and R. T. Hedgepeth, her husband, by their deed bearing date June 3rd., 1887, D. B. 61, page 545, conveyed to C. S. Butler, the $66\frac{1}{2}$ acre tract of land herein mentioned.

C. S. Butler, by his deed bearing date July 3rd., 1897, of record in D. B. 67, page 570, conveyed to R. F. Hedgepeth this same $66\frac{1}{2}$ acre tract of land. It is believed C. S. Butler was not married, but if he was, during the time that he held this land, and his wife is still living, she probably has a dower interest therein.

R. F. Hedgepeth seems not to have made any further conveyance of this tract of land, and, the fee simple title seems to be in him subject to the dower interests of the wives of R. T. Hedgepeth and C. S. Butler, if they had any during the periods in which they held the said tracts of land, and such wives are still living.

Mattie I. Hedgepeth and Richard F. Hedgepeth, her

husband, and others, (Deed of Trust lienors) by their deed bearing date 12th. of Jan. 1901, of record in D. B. 67, page 123, conveyed to Jerry Foote a tract of four acres, from that part of the said Coggin land which appears to have been taken by Mattie I. Hedgepeth, formerly Davis, as her share and portion thereof.

R. F. Hedgepeth and Mattie I. Hedgepeth, his wife, and in her own right, by their deed bearing date 3rd. of Jan. 1903, of record in D. B. 68, page 16, conveyed to Waverly Holleman 40 acres, taken from that share and portion of the land mentioned, which appears to have fallen to the said Mattie I. Hedgepeth. Richard F. Hedgepeth, the husband, is mentioned first in the deed, but since the caption shows that said Mattie I. Hedgepeth executed the same in her own right, it does not constitute an error which interferes with the title to the land.

This last mentioned piece of land seems to be held, in fee, by the heirs of said Mattie Ivan Hedgepeth, except for a possible defect placed thereon by the failure of R. F. Davis and said Mattie I. Hedgepeth to have had any agreement entered of record, clearly showing a division and partition of the said land between and among them.

2. The annual value of the Mattie Ivan Hedgepeth land appears, from the testimony, to be about \$100.00 or \$125.00. The fee simple value is estimated to be from \$2000.00 to \$3500.00. The former price is considered to be plenty low and the latter plenty high. The record of land sales, in the Clerk's Office of this Court will probably range between the two prices.

3. The following liens are of record and which do not appear to be released;

(a) A deed of trust from Mattie I. Hedgepeth and R. F. Hedgepeth dated Dec. 7th., 1891, of record in D. B. 56, page 420 in the said Clerk's Office, to F. R. Berryman,

trustee, securing to P. D. Gwaltney jr., \$400.00, evidenced by a bond, of even date with said deed of trust, payable on demand. It will be noted that more than 20 years have elapsed since the said bond was due, and this deed of trust does not now seem to be a lien upon the property mentioned therein which is the tract of land herein described as belonging to said Mattie I. Hedgepeth.

(b) R. F. Hedgepeth, on the 17th. day of February 1892 filed a Homestead Deed in which he set aside his curtesy right in the said land belonging to Mattie I. Hedgepeth.

(c) R. F. Hedgepeth and Mattie I. Hedgepeth, his wife, by their deed bearing date Jan. 17th., 1907, of record in D. B. 74, page 151, conveyed to Wellons W. Gray, trustee, in trust to secure to James E. Gray, the payment of the sum of \$742.73, evidenced by bond of even date with said deed, payable on demand, which said bond, is signed by both R. F. Hedgepeth and Mattie I. Hedgepeth, both of the tracts of land in this report mentioned, the one standing in the name of R. F. Hedgepeth as well as the tract standing in the name of Mattie I. Hedgepeth.

It is questionable as to whether or not this deed of trust is a lien against the land of Mattie I. Hedgepeth. In the caption of the deed it is shown that she is the maker as the wife of R. F. Hedgepeth, and not that she executes the same in her own right. It is believed that she merely conveys what was then her inchoate dower interest in the tract standing in the name of R. F. Hedgepeth. She is a joining maker upon the bond, which, as a personal obligation, may be out of date. Your Commissioner merely attempts to call the attention of the court to this situation. It will be noted that Mrs. Hedgepeth died on August 16th., 1917, and that if her personal obligation upon said bond expires within ten years from the due date thereof, the statute of limitation should have been applied by her before her death. A copy of the said bond is included in the testimony, herewith filed, of F. T. Leathers, Cashier of Bank of Windsor, Incorporated, which institution is the assignee thereof.

This deed of trust gives the acreage of the two tracts mentioned as 315, which seems much exaggerated. The fact that money was being borrowed may account therefor.

(d) R. F. Hedgepeth and Mattie I. Hedgepeth, by their deed bearing date Apr. 12th., 1907, of record in D. B. 74, page 330, conveyed to W. W. Gray, trustee, both of the tracts of land herein mentioned estimated in said deed as containing 300 acres, in trust to secure the payment of a bond for \$829.48. This deed of trust does not state who are the makers of the bond, but it has been assigned to said Bank of Windsor, a copy thereof appears in the testimony of F. T. Leathers, herewith filed and from which appears that it is a joint bond of R. F. Hedgepeth and Mattie I. Hedgepeth.

(e) In Judgment Lien Docket No. 4, on page 27 thereof, there appears a judgment against R. F. Hedgepeth, and Mattie I. Hedgepeth, in favor of C. F. Joyner for the sum of \$82.25, with interest thereon from Jan. 25th., 1915, till paid and \$2.25 cost, which is not satisfied.

R. F. Hedgepeth admits that he is solvent, and says that he is jointly liable upon the obligations mentioned with the said Mattie I. Hedgepeth, and that the liability is equal.

4. The heirs and distributees at law of the said Mattie I. Hedgepeth appear to be Ruth Hedgepeth Taylor, Whittie Hedgepeth Johnson, Delia Hedgepeth, Dot. Hedgepeth, Hertie Hedgepeth Powell, Herman Hedgepeth, Carrie Hedgepeth, Atna Hedgepeth, and Dillian Hedgepeth, the said Delia Hedgepeth, Dot Hedgepeth and Hertie Hedgepeth Powell, being infants, under the age of twenty one years, and all the others being over the age of twenty one years. These are the sons and daughters of said Richard F. Hedgepeth and the said Mattie Ivan Hedgepeth, and will take, equally, of said land, belonging to the said Mattie Ivan Hedgepeth, subject to the curtesy right therein of the said Richard F. Hedgepeth, after the debts of the said Mattie I. Hedgepeth have been fully paid, the said interest being acquired by inheritance.

5. Partition cannot be conveniently made of the said property, and the only method of division which can be employed is a sale thereof and a division of the proceeds therefrom.

It appears from the testimony that the interests of the parties will be promoted by a sale thereof, and a division of the proceeds. Taking into consideration the habits, occupations and age of the tenant by curtesy, and the likelihood that the property, under his care, will not be much increased in value by agricultural operations: and, that some of the interested parties, who live near or upon said property wish to purchase the shares of the others; and that it is likely that the price which can be obtained now, will exceed that which can be obtained later, considering, of course, the interest which might accrue thereupon, your Commissioner recommends that sale be made. It is evident that full price can be

obtained now, and there is some question as to whether or not such could be obtained later.

6. There do not appear any charges for delinquent taxes.

7. Your Commissioner has been requested to state the respective interests of the several parties entitled to share therein, which are as follows: based upon the sum of \$3500.00, which is the highest amount mentioned in connection therewith, the cash value of the curtesy is \$1619.94, and the balance of \$1880.16, would belong to the nine children, which would give to each \$208.90. These amounts will, of course, be materially reduced, by the payment of the debts of said Mattie I. Hedgepeth, and the costs of this proceeding. The correct amount being ascertainable only after these reductions have been properly made.

Respectfully submitted,

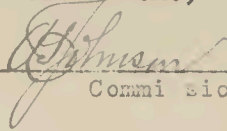


Commissioner in Chancery.

Commissioner's fee: \$ _____.

E.

The depositions of C. P. Holland, J. W. Harrison, George F. Pierce, F. T. Leathers and Herman Hedgepeth, taken before me, A. S. Johnson, a Commissioner in Chancery of the Circuit Court of the County of Isle of Wight, to be read as evidence in the suit in Chancery in the said Court now depending and undetermined, in which Ruth Hedgepeth Taylor and others are complainants, and R. F. Hedgepeth and others are defendants, Docket Number 305, on the 29th. day of July, 1919, beginning at two o'clock P.M., at Isle of Wight, Va.



Commissioner in Chancery.

C. P. Holland being duly sworn, deposes and says:

Q. Please state your name, age, residence and occupation? A. Carlile P. Holland, thirty two years of age, reside in Suffolk, Virginia, and dealer in real estate.

Q. Are you acquainted with the lands of which Mattie Ivan Hedge eth died seized and possessed, in the County of Isle of Wight, Virginia? A. Yes sir.

Q. Please describe the land? A. It is a tract of land, lying on the southeasterly side of the County Road leading from Coggins Cross Roads to Antich Church, about two miles from Windsor, and is bounded by the lands of Rebecca E. Griffin, C. L. Griffin, J. J. Heck and probably others, and the County Road mentioned. I think there is about forty acres cleared, and about sixty acres in wood land.

Q. What is the general condition of the whole tract? A. The land is of a kind that can be made good, but is now in a very low state of cultivation. The fences are poor, and the ditches have grown up. There are no buildings, on the land, to amount to anything. There is one small house, in fair condition, such as it is, with one room in it. The woodland is not worth very much. It is low and wet, and there is but little timber on it. There has been a saw mill on the land ever since I could remember and the timber has been cut off about as fast as it grew and sometimes a little faster.

Q. What is the fee simple value of this tract of land? A. I should judge about thirty five hundred dollars.

Q. What is the annual value of the land? A. In Normal times it would not rent for more than a hundred or a hundred and twenty five dollars. It might rent for a little more with prices so high, probably one hundred and fifty dollars.

Q. Paying such a rent would the tenant be likely to keep up the fences and keep the ditches in proper condition? A. No sir.

Q. Have you ever been offered this tract of land? A. Yes sir.

Q. When and for what price? A. In 1911, I was offered it for seventeen hundred dollars.

Q. Has it been improved any since that time? A. No sir. It has really gone back in productive value.

Q. Do you know who the parties entitled to the land are? A. I think I do—Mr. Hedgepeth, her husband, and nine children.

Q. In your opinion can partition be conveniently made of the land between the several parties entitled to share therein? A. No it could not be done.

Q. Will the parties entitled to the land have their interests best subserved by a sale thereof and a division of the proceeds or not? A. I should think so. Mr. Hedgepeth, is, I understand, the life tenant. He tries to farm some and to run his saw mill some. I think he appears to get more out of his milling than out of his farm. Labor is not easy to get, and I do not believe that it will be possible to any condition to arrive that will enhance the value of the land by improved cultivation. Land is selling very well now, and I think this piece would sell for as much or more now than probably later.

Q. Do you know any party in interest who will take the whole subject matter and pay the others for their shares? A. No sir.

Q. Will it be to the interest of the parties to allot a part and sell

the residue? A. No sir.

And further this deponent saith not.

C. P. Holland

J. C. Harrison being duly sworn, deposes and says:

Q. Please state your name, age, residence and occupation? A. J. C. Harrison, fifty five years of age, reside in Isle of Wight County, Virginia, and am a farmer and peanut buyer.

Q. Please state if you are acquainted with the tract of land of which Mattie I. Hedgepeth died siezed and possessed? A. Yes sir, I live in about a mile from it, have resided there about thirty seven years.

Q. How many acres in the piece of land, to the best of your judgment? A. I think about a hundred acres.

Q. Please give me a description of the land? A. It is bounded by the County Road leading from Coggins Cross Roads to Antioch, Rebecca E. Griffin, C. L. Griffin, J. C. Harrison, J. J. Heck, J. Linwood Edwards, W. H. Morris, Jerry Foote, the County road leading from Windsor to Isle of Wight Courthouse, and the lands of Jerry Pierce. I was present when Mr. Carlile Holland testified and paid good attention to what he had to say, and I accord with him, entirely, as to general description of the land and its value.

Q. Are you acquainted with the heirs of Mrs. Hedgepeth? A. Yes; They are, Ruth Hedgepeth Taylor, wife of John W. Taylor; Whittie Hedgepeth Johnson, wife of Adge Johnson; Delia Hedgepeth, Dot Hedgepeth, Hertie Hedgepeth Powell wife of L. J. Powell, Herman Hedgepeth, husband of Belle Hedgepeth; Carrie Hedgepeth; Atna Hedgepeth, husband of Mattie Hedgepeth; Dillian Hedgepeth, unmarried; Delia Hedgepeth, Dot Hedgepeth, and Hertie Hedgepeth, are all infants under the age of twenty one years. She left her surviving a husband, R. F. Hedgepeth.

Q. Can the land in question be partitioned among the several parties entitled to share therein, conveniently? A. No sir.

Q. Will it be to the interest of the parties to make sale of it, and to divide the proceeds of sale? I think so. Mr. Hedgepeth is the life tenant, and he depends partly upon his farming operations and partly upon a saw mill, mainly upon the saw mill. Because of the inability of any one to get labor, it is more than probable that the land will depreciate in value, so far as what cultivation, of the kind which is has been and will likely be put upon it is concerned.

And further this deponent saith not.

J. C. Harrison

George F. Pierce being duly sworn, deposes and says:

Q. Please state your name, age, residence and occupation? A. I am named George F. Pierce, am forty years of age, reside near Windsor, in Isle of Wight County, and am a farmer.

Q. Are you acquainted with the land of which Mattie I. Hedgepeth died

siezed and possessed? A. Yes sir.

Q. What do you think is the annual and what the fee simple value of the land? A. It would rent for probably a hundred and twenty five dollars, and would sell for two thousand dollars, not over twenty five hundred dollars, in the condition it is in now.

Q. How far do you live from the land mentioned? A. the road separates our land, and I have lived there about thirteen years.

Q. Do you think it would be to the interest of all the parties in interest to make division of the land? Yes sir, it cannot be divided except to sell it and to divide the proceeds.

And further this deponent saith not.

Geo F. Pierce

F. T. Leathers being duly sworn, deposes and says:

Q. Please state your name, age, residence and occupation? F. T. Leathers, forty three years of age, Cashier Bank of Windsor.

Q. Do you know anything of the liens against the land in these proceedings mentioned? A. Yes, they are held by Bank of Windsor, that is the liens of the deeds of trust to W. W. Gray, trustee for James E. Gray, dated the 17th. day of January, 1907, securing a bond for \$742.73, and one dated the 12th. day of April, 1907, securing the sum of \$829.48, both of said bonds having been assigned to Bank of Windsor by J. E. Gray.

(copies of the bonds in question are made by the Commissioner and are filed herewith, as a part of the evidence)

On demand, for value received, we promise to pay unto James E. Gray the just and full sum of seven hundred and forty two ~~and~~ 73/100 Dollars, with 6 per cent interest, per annum, thereon from the 17th. day of Jan. 1907 for the punctual payment whereof we bind ourselves our heirs, executors, administrators and assigns. We hereby waive the benefit of our Homestead Exemption as to this debt. Given under our hands and seals at Zuni, Va. this 17th. day of January, 1907.

R. F. Hedgepeth, (SEAL)
Mattie I. Hedgepeth, (SEAL)

\$44.56. Received the interest on the within ~~and~~ for twelve months from date. Dec. 24th. 1908.

Interest paid on the within and up to January 17th. 1911.

I hereby assign this bond unto the Bank of Windsor, Inc. without recourse to me. Dec. 21st. 1912. Amount \$828.14. J. E. Gray.

\$829.48. On demand we promise to pay unto James E. Gray his heirs, executors, administrators or assigns, the just and full sum of eight hundred and twenty nine dollars and forty eight cents, current money of the United States, for value received, with interest from date, for the payment of which we bind ourselves our heirs, executors, and administrators, firmly by these presents. And we hereby waive the benefit of our Homestead Exemption, as to this debt, obligation or contract. As witness our hands and seals this 12th. day of April, in the year of our Lord, one thousand nine hundred and seven.

R. F. Hedgepeth,
Mattie I. Hedgepeth,

(SEAL)
(SEAL)

\$49.76 Recd. interest on the within amount for twelve months from date.
Dec. 24th. 1908.

Interest paid on the within amount up to April 12th. 1911.

I hereby assign this bond unto the Bank of Windsor, Va. Inc. without recourse
to me. Dec. 21st. 1912. Amt. \$911.36. J. E. Gray.

Q. In dealing with your bank who did it, Mr. or Mrs. Hedgepeth? A. Mrs.
Hedgepeth did the most of it.

And further this deponent saith not.

J. E. Gray

Herman Hedgepeth being duly sworn deposes and says?

Q. Please state your name, age, residence and occupation? Herman Hedgepeth,
I am thirty six years of age, live in Isle of Wight County, I am a farmer
and saw miller.

Q. Was Mattie I. Hedgepeth your mother? A. Yes sir.

Q. When did she die? A. August 16th. 1917.

Q. Do you know the age of your father? Yes sir, I know what it is in as
recorded in an old testament which was his-it was given as being born on
April 6th. 1856.

Q. Do you know any party or parties who own an interest in the land in question
are willing to take the whole and to pay the others for their shares? A. Yes
sir- my brothers Atna and Dillian and myself are willing to pay a fair value
for it, in cash.

And further this deponent saith not.

H. C. Hedgepeth

14

Daylor et al

v l Cy - 305

Hidgipolh et al

Communitat
report

Filed July 29, 1919

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

Taylor et als
vs) Chancery, No. 305.
Hedgepeth et als.

COMMONWEALTH OF VIRGINIA.

TO THE, Sgt of the City of Norfolk:

We command you that you summon R. F. Hedgepeth; Herman Hedgepeth, and Belle Hedgepeth, his wife; Carrie Hedgepeth; Atna Hedgepeth and Mattie Hedgepeth, his wife; Dillian Hedgepeth; Mertie Hedgepeth Powell and infant over the age of fourteen years, and L. J. Powell, her husband; W. W. Gray, trustee; J. E. Gray, and J. M. Baby, to appear at the Clerk's Office of the Circuit for our County of Isle of Wight, at the rules to be holden therefor on the third Monday in July, 1919, to answer a bill in Chancery filed against them by Ruth Hedgepeth Taylor and John F. Taylor, her husband; Whittie Hedgepeth Johnson and Adge Johnson, her husband; Della Hedgepeth, an infant over the age of fourteen years, who sues by Ruth Hedgepeth Taylor, her next friend; Dett Hedgepeth, an infant over the age of fourteen years, who sues by Ruth Hedgepeth Taylor, her next friend. And have them and there this writ.

Witness, A. S. Johnson, Clerk of the said Court, at the Court-house. this 3rd. day of July, 1919.

Tense

Clerk.

Hugh L. Holland, p.q.
Suffolk,
Virginia.

Taylor et als.

vs) Chancery. No. 305.

Hedgepeth et als.

Subpoena.

Original

Carrie Hedgepeth

Presented to the City of Norfolk on
the 22 day of July 1919 by
serving a Copy hereto and

Carrie Hedgepeth

IN PERSON.

W. M. Hannan

Sergeant City of Norfolk, Va.

By W. M. Hannan Deputy

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

July 14 1919

Returned & Filed

Teste, W. M. Hannan Clerk.

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

Taylor et als
vs) Chancery, No. 305
Hedgepeth et als.

COMMONWEALTH OF VIRGINIA,

TO THE Sheriff of the County of Isle of Wight.

We command you that you summon R. F. Hedgepeth; Herman Hedgepeth, and Belle Hedgepeth, his wife; Carrie Hedgepeth; Atna Hedgepeth, and Mattie Hedgepeth, his wife; Dillian Hedgepeth; Hattie Hedgepeth Powell, an infant over the age of fourteen years, and L. J. Powell, her husband; W. W. Gray, trustee; J. E. Gray; and J. M. Raby; to appear at the Clerk's Office of the Circuit Court of this County of Isle of Wight, at the rules to be holden therefor on the third Monday in July, 1919, to answer a bill in chancery filed against them by Ruth Hedgepeth Taylor and John W. Taylor, her husband; Whittie Hedgepeth Johnson and Adge Johnson, her husband; Delia Hedgepeth, an infant over the age of fourteen years, who sues by Ruth Hedgepeth Taylor, her next friend; Dett Hedgepeth, an infant over the age of fourteen years, who sues by Ruth Hedgepeth Taylor, her next friend. And have then and there this writ.

Witness, A. S. Johnson, Clerk of said Court, at the Courthouse,
this 3rd. day of July, 1919.

Teste, A. S. Johnson Clerk.

Hughes, Holland. P.O.
Suffolk, Va.

THE SHERRIFF OF THE COUNTY OF ISLE OF WIGHT

RETURNED
TO THE
CLERK OF THE
COURT

217

The within named W. W. Gray being
now passed to the world beyond the
within process is hereby returned
"Not Executed.

R. A. Egan Shff.

VIRGINIA CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

July 10 1919
Returned Filed
Teste, A. Johnson Clerk

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

Taylor et als
vs) Chancery, No. 305
Hedgepeth et als.

COMMONWEALTH OF VIRGINIA,

TO THE Sheriff of the County of Isle of Wight:

We command you that you summon R. F. Hedgepeth; Herman^W Hedgepeth, and Belle Hedgepeth, his wife; Carrie Hedgepeth; Atna~~X~~ Hedgepeth, and Mattie~~X~~ Hedgepeth, his wife; Dillian Hedgepeth; Hertie Hedgepeth Powell, an infant over the age of fourteen years, and L. J. Powell, her husband; W. W. Gray, trustee; J. E. Gray; and J. M. Raby; to appear at the Clerk's Office of the Circuit Court of our County of Isle of Wight, at the rules to be holden therefor on the third Monday in July, 1919, to answer a bill in chancery filed against them by Ruth Hedgepeth Taylor and John W. Taylor, her husband; Whittie Hedgepeth Johnson and Adge Johnson, her husband; Delia Hedgepeth, an infant over the age of fourteen years, who sues by Ruth Hedgepeth Taylor, her next friend; Dott Hedgepeth, an infant over the age of fourteen years, who sues by Ruth Hedgepeth Taylor, her next friend. And have then and there this writ. Bead

Witness, A. S. Johnson, Clerk of said Court, at the Courthouse,
this 3rd. day of July, 1919.

Teste, A. S. Johnson Clerk.

Hugh L. Holland. p.q.
Suffolk, Va.

I executed the within process this the 10th day of July 1919, within the County of Isle Of Wight by serving a true copy of the same on R. F. Hedgbeth, Herman Hedgbeth, Belle Hedgbeth, Atna Hedgbeth, Mattie Hedgpeth, Dillian Hedgpeth, W. W. Gray, ~~XXXXXX~~ and J. M. Raby, in person within said County.

R. A. Edwards
Sheriff.

卷之四

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

Taylor et als

vs) Chancery, No. 305.

Hedgepeth et als.

COMMONWEALTH OF VIRGINIA,

TO THE Sheriff of Norfolk County:

We command you that you summon R. F. Hedgepeth; Herman Hedgepeth, and Belle Hedgepeth, his wife; Carrie Hedgepeth; Atna Hedgepeth, and Mattie Hedgepeth, his wife; Dillian Hedgepeth; Hattie Hedgepeth Powell, an infant over the age of fourteen years, and L. J. Powell, her husband; W. W. Gray, trustee; J. S. Gray; and J. M. Raby, to appear at the Clerk's Office of the Circuit Court for our County of Isle of Wight, at the rules to be holden therefor on the third Monday in July, 1919, to answer a bill in chancery filed against them by Ruth Hedgepeth Taylor and John W. Taylor, her husband; Whittie Hedgepeth Johnson and Adge Johnson, her husband; Della Hedgepeth, and infant over the age of fourteen years, who sues by Ruth Hedgepeth Taylor, her next friend; Dott Hedgepeth, an infant over the age of fourteen years, who sues by Ruth Hedgepeth Taylor, her next friend. And have then and there this writ.

Witness, A. S. Johnson, Clerk of the said Court, at the Courthouse, this 3rd. day of July, 1919.

Teste, A. S. Johnson Clerk.

Hugh L. Holland, P.Q.
Suffolk, Va.

Taylor et als.

vs) Chancery. No. 305

Hedgepeth et als.

Subpoena

Original

Not finding *R. J. Powell*
at ^{his} ~~her~~ usual place of abode I executed
the within in the County of Norfolk, Va.
this *8* day of *July* 191*9* by deliver-
ing a copy hereof to

Mrs. R. J. Powell
she being then there, a MEMBER OF
her ^{his} FAMILY and over the age of 16
years, and giving information of its
purport to ^{her} ~~him~~

R. C. Finkle
Sheriff County, of Norfolk, Va.

By *C. F. Price* Depty.

CLERK OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

July 9 19*19*

Returned & Subscribed

Teste, *A. Johnson* Clerk.

Virginia: Isle of Wight County:

Ruth H. Taylor and others

v.

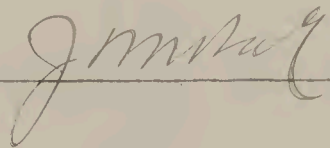
R. F. Hedgpeth and others.

The answer of J. M. Raby to a bill of complaint filed against him in the Circuit Court of the County of Isle of Wight by Ruth Hedgpeth Taylor and others as complainants.

This respondent reserving to himself the benefit of all just exceptions to the said bill of complaint, for answer thereto or to so much thereof as he is advised that it is material he should answer, answers and says:

That he holds no deed of trust against the real estate owned by Mattie I. Hedgpeth and R. F. Hedgpeth, nor does he own any bonds as described in the said bill and further that he has no lien upon any property owned by Mattie I. Hedgpeth and R. F. Hedgpeth.

And now, having fully answered the complainants' bill, this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.



Taylor et als.

v.

Hedgpeth et als

Answer of J. . . Raby.

1919
July 17.
Filed
T.D.W.

In the Circuit Court of Isle of Wight County, Virginia:

Taylor et als.

v.

Hedgpeth et als.

The separate answer of Hattie Hedgpeth Powell, an infant under the age of twenty-one years, but over the age of fourteen years, in proper person, to a bill of complaint filed against her and others in the Circuit Court of Isle of Wight County, Virginia by Ruth Taylor and others.

This respondent, reserving to herself the benefit of all just exceptions to the said bill of complaint, for answer thereto, answers and says:

That she will be nineteen years old the 30th day of August, 1919; that by reason of her tender years she knows nothing of the allegations of the said bill, that she believes it will be to the interest of all parties to sell their interest in the land of her mother, Mattie I. Hedgpeth, that she can use her part to a great advantage; that she sees no reason why the prayer of the bill should not be granted; that she accordingly concurs in the prayer of the said bill, but that she commends herself and her rights and interests to the protection of the Court, and prays that no decrees may be entered that will tend to her prejudice.

She further says that her husband's name is L. J. Powell.

And now, having fully answered the complainants' bill this respondent prays to be hence dismissed with her reasonable costs by him in this behalf expended.

Mrs. L. J. Powell Respondent.
Hattie H. Powell

Taylor et als.

v.

Hedgpeth et als.

Answer of Bertie H. Powell

Infant.

1919
July 17,
Filed
B. D. W.

In the Circuit Court of Isle of Wight County, Virginia:

Taylor et als.

v.

Hedgpeth et als.

The answer of J. E. Gray to a bill of complaint filed against him and others in the Circuit Court of Isle of Wight County by Ruth H. Taylor and others as complainant.

This respondent reserving to himself the benefit of all just exceptions to the said bill of complaint, for answer thereto, or to so much thereof as he is advised that it is material he should answer, answers and says:

It was true that Mattie I. Hedgpeth and R. F. Hedgpeth borrowed money from me and gave the two deeds of trust to secure same as mentioned in the bill of complaint, but I have assigned all evidences of debt as therein described to the Bank of Windsor Incorporated and therefore have no claim against them in any way.

The trustee, W. W. Gray therein named was a brother of mine and has been dead for many years.

And now, having fully answered the complainants' bill, this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.

J. E. Gray

Taylor et als.

v,

Hedgpath et als.

Answer of Jas. E. Gray.

1919
July 17
Hedgpath

In the Circuit Court of Isle of Wight County, Virginia:

Taylor et als.

v.

Hedgpeth et als.

The answer of L. J. Powell to a bill of complaint filed against him and others in the Circuit Court of Isle of Wight County and State of Virginia by Ruth H. Taylor and others.

This respondent reserving to himself the benefit to all just exceptions to the said bill of complaint, for answer thereto or to so much thereof as he is advised that it is material he should answer, answers and says:

That he is the husband of Hattie Hedgpeth Powell and she will be nineteen years old on the 30th day of August, 1919 and he believes that it is to the interest of all parties and more especially Hattie H. Powell to sell the interest in the farm of which Mattie I. Hedgpeth, died seized and possessed.

And now, having fully answered the complainants' bill, this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.

L. J. Powell Respondent.

9

Taylor et als.

v.

Hedgpeth et als.

Answer of L. J. Powell

1919
July 17.
Hedgpeth.

In the Circuit Court of Isle of Wight County, Virginia:

Taylor et als.

v.

Hedgpeth et als:

The answer of Carrie Hedgpeth to a bill of complaint filed against her and others by Ruth H. Taylor and others in the Circuit Court of Isle of Wight County.

This respondent reserving to herself the benefit of all just exceptions to said bill of complaint, for answer thereto answers and says:

That she has sold all her interest in the lands of Matt. I. Hedgpeth to Herman, Hedgpeth, Atua Hedgpeth and Dillian Hedgpeth and whatever interest she had now belongs to them.

And now having fully answered the complainants' bill this respondent prays to be hence dismissed with her reasonable costs by her in this behalf expended.

Carrie L. Hedgpeth Respondent.

Taylor et als.

v.

Hedgpeth et als.

Answer of Carrie Hedgpeth

1919
July 17
Hedgpeth.

In the Circuit Court of Isle of Wight County, Virginia:

Taylor et als.

v.

Hedgpeth et als.

The answer of Herman Hedgpeth, Belle Hedgpeth, Atna Hedgpeth, Mattie Hedgpeth and Dilligan Hedgpeth to a bill of complaint filed against them and others in the Circuit Court of Isle of Wight County by Ruth H. Taylor and others.

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

It is true that Mattie I. Hedgpeth died on the 16th day of August, 1917 and that she was seized of a piece of land, described in said bill as a tract containing 183 acres, more or less, that the second tract described in said bill, is not the property of Mattie I. Hedgpeth but is the property in fee simple of R. F. Hedgpeth and the records in the Clerk's Office of Isle of Wight County will show same.

It is true that the children mentioned in the bill are the heirs at law with R. F. Hedgpeth, our father and the husband of Mattie I. Hedgpeth.

We know that our father and mother borrowed money and that deeds of trust on their property to secure same. It was their joint debt and not the separate debt of R. F. Hedgpeth.

We do not believe that the real estate is susceptible of partition in kind, however we believe that it is to the interest of all parties to sell their interest should a purchaser be found.

And now, having fully answered the complainants' bill these respondents pray to be hence dismissed with their reasonable costs by them in this behalf expended.

*Herman Hedgpeth, Atna Hedgpeth, Dilligan Hedgpeth,
Belle Hedgpeth Mattie Hedgpeth.*

7
Taylor et als.

v.

Hedgcoth et als.

Answer of Herman Hedgcoth
and others.

1419
July 17
Filed B.D.C.

In the Circuit Court of Isle of Wight County, Virginia:

Taylor et als.

v.

Hedgpeth et als.

The answer of R. F. Hedgpeth to a bill of complaint filed against himself and others in the Circuit Court of Isle of Wight County by Ruth H. Taylor and others.

This respondent reserving to himself the benefit to all just exceptions to the said bill of complaint, for answer thereto or to so much thereof as the is advised that it is material he should answer, answers and says:

That he is the husband of Mattie I. Hedgpeth who died August 16th, 1917, leaving him, her husband and nine children. The names of the children appear in the bill.

It is true that at her death she was possessed of a tract of land described as 183 acres, but the other tract of land is not hers nor had she an interest in same. It is your respondent's in fee simple.

It is true that there are deeds of trust on all the property, but it was given for our joint indebtedness and she derived the benefit of same as much as your respondent did.

It is true that I have a curtesy interest in the lands of Mattie I. Hedgpeth and that I see no reason why I should surrender my rights to same. I desire nothing more than the law provide for a husband.

I am sixty three years old, my last birth day was April 6th, 1919.

And now, having fully answered the complainants' bill this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.

R. F. Hedgpeth Respondent.

Taylor et als.

v.

Hedgpath et als.

Answer of R. F. Hedgpath

1919
July 17
R. F. Hedgpath

In the Circuit Court of Isle of Wight County:

Ruth Hedgepeth Taylor et als

vs. Answer of John K. Hutton Guardian Ad Litem &c.

R. F. Hedgepeth et als.

The separate answer of Hertie Hedgepeth Powell, an infant under the age of twenty-one years, by John K. Hutton, her Guardian ad litem appointed to defend her in this suit to a bill of complaint filed against her and others in the Circuit Court of Isle of Wight County by Ruth Hedgepeth Taylor and others.

This respondent, reserving to herself the benefit of all just exceptions to the ~~said~~ said bill of complaint, for answer thereto, or to so much thereof as she is advised that it is material she should answer, by her said guardian ad litem, answers and says:

That she is an infant of tender years, and by reason of her infancy is incapable of understanding or of taking care of her rights and interests therein; and that she therefore commends herself and her rights and interests to the protection of the court, and prays that no decrees may be entered that will tend to her prejudice.

And now, having fully answered the complainants' bill, this respondent prays to be hence dismissed with her reasonable costs by her in this behalf expended.

John K. Hutton
Guardian ad litem for Hertie Hedgepeth Powell.

Respondent.

Hertie Hedgepeth Powell
by John K. Hutton

her Guardian ad litem

Counsel.

Ruth Hedgepeth Taylor et als

vs

R. F. Hedgepeth et als.

Answer of John K. Hutton
Guardian ad litem of Hertie
Hedgepeth Powell.

1919
July 17.
Filed
B.D.W.

In the Circuit Court of Isle of Wight County, Virginia:
Ruth Hedgepeth Taylor et als.

v.

R. F. Hedgepeth et als.

To the Honorable Circuit Court of said County:

Your petitioners, Herman Hedgepeth, Atna Hedgepeth and Dillian Hedgepeth, three of the heirs at law of the estate of Mattie I. Hedgepeth, deceased respectfully in this petition show:

That they own three-nineths of the estate of Mattie I. Hedgepeth subject to the curtesy of their father, Richard F. Hedgepeth,

That they have purchased the one-nineth interest of their sister, Carrie Hedgepeth and paid her for same the sum of one hundred and fifty dollars,

That they have purchased from J. R. Saunders the interest of Ruth Hedgepeth Taylor (who had sold her interest to said J. R. Saunders) for the sum of one hundred and fifty dollars,

That they do now offer to this Court the sum of one hundred and fifty dollars for the shares of each Whittie Hedgepeth Johnson, Hertie Hedgepeth Powell, Delia Hedgepeth and Dett Hedgepeth and will assume all liability of the late Mattie I. Hedgepeth, which according to the report of A. S. Johnson Commissioner amounts to ~~\$1~~ at least \$1679.30 and should Mattie I. Hedgepeth only owe one-half of same, will be \$839.65 or against each share the sum of \$93.29 and will pay such reasonable counsels' fees as allowed by this Court to Hugh L. Holland and Parke P. Deans.

While A. S. Johnson, Commissioner reports that each share is worth \$208.90 and deducting the \$93.65, making each share worth \$115.25 with the ~~addition~~ of court cost and counsel fees to be deducted.

We ask for a deed with special warranty.

Herman Hedgepeth
Atna Hedgepeth
Dillian Hedgepeth
and others

Taylor et al

v.

Shogren et al

Julius W

Kenneth Shogren et al

Filed July 24, 1919

Filed Johnson Co.

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT:

Ruth Hedgepeth Taylor and John W. Taylor, her husband;
Whittie Hedgepeth Johnson and Adge Johnson, her husband;
Delia Hedgepeth, an infant over the age of 14 years, who
sues by Ruth Hedgepeth Taylor, her next friend; Dott
Hedgepeth, an infant over the age of 14 years, who sues
by Ruth Hedgepeth Taylor, her next friend.....COMPLAINANTS.

vs. Bill.

R. F. Hedgepeth; Herman Hedgepeth and Belle Hedgepeth,
his wife; Carrie Hedgepeth; Atna Hedgepeth and Mattie Hedge-
peth, his wife; Dillian Hedgepeth; Hertie Hedgepeth Powell,
an infant over the age of 14 years, and L. J. Powell, her
husband; W. W. Gray, Trustee; J. E. Gray; and J. M. Raby
..... DEFENDANTS.

To the Honorable Circuit Court of
Isle of Wight County:

Your complainants respectfully represent:

(1) That Mrs. Mattie Ivan Hedgepeth died
August 16th, 1917 seized and possessed of two (2) certain
tracts of land in said County of Isle of Wight, in the
State of Virginia, as follows: First,- a certain tract of
land in said County of Isle of Wight, in the State of Vir-
ginia, area not mentioned in deed of conveyance but shown

on the land book as containing ONE HUNDRED AND EIGHTY-THREE (183) ACRES; Second,- a certain tract of land in said County of Isle of Wight, State of Virginia, containing by estimation SIXTY-SIX (66) ACRES, adjoining George Britt and others. Both of these said tracts of land, are adjoining, and are situate near Coggins' Cross Roads, near Windsor, Virginia, where the Court House Road crosses the Antioch-road Barbers Cross Roads, adjoining the lands of Pete Bradshaw, Willie Gray, Jerry and George Pierce and others. The acreage of said two tracts of land is only approximated herein, the exact acreage or an accurate description of said land being impossible from the records in the Clerk's Office. And while so seized and possessed, the said Mattie Ivan Hedgepeth on or about the 16th day of August, 1917, died intestate, leaving Ruth Hedgepeth Taylor (who was Hedgepeth), Whittie Hedgepeth Johnson (who was Hedgepeth), Delia Hedgepeth, Dott Hedgepeth, Herman Hedgepeth, Carrie Hedgepeth, Atna Hedgepeth, Dillian Hedgepeth and Hertie Hedgepeth Powell, (who was Hedgepeth) her only children and heirs at law, and R. F. Hedgepeth, her husband; and,

(2) That the said Delia Hedgepeth, Dott and Hertie Hedgepeth, Powell are infants over the age of fourteen (14) years; and,

(3) That there is a certain deed of trust dated December 7th, 1891 and recorded in the Clerk's Office

of Isle of Wight County, Virginia, in Deed Book number 56, page 426, from Mattie I. Hedgepeth and R. F. Hedpeth to F. R. Berryman, trustee, to secure to P. D. Gwaltney Jr. a debt therein described. This said deed of trust has not not been released but is barred by the statute of limitations, which is hereby asserted and claimed and pleaded and for that reason is not a lien on the said land or any part thereof.

(4) There is recorded in the Clerk's Office of Isle of Wight County, Virginia, a certain deed of trust from R. F. Hedgepeth and wife dated January 17th, 1907, to W. W. Gray, trustee to secure to J. E. Gray, payment of the sum of SEVEN HUNDRED FORTY-TWO (\$742.73) DOLLARS AND SEVENTY-THREE CENTS, due by bond, payable on demand. There is also a certain deed of trust from R. F. Hedgepeth and wife dated April 12th, 1907 to W. W. Gray to secure to J. E. Gray an additional sum of EIGHT HUNDRED TWENTY-NINE (\$829.48) DOLLARS AND FORTY-EIGHT CENTS due by bond. Your complainants have been informed that these said bonds have been assigned to and are now held by J. M. Raby of Windsor, Virginia. These said deeds of trust are not the deeds of Mattie Ivan Hedgepeth but are the deeds of R. F. Hedgepeth, who is not the owner of the land. These said deeds of trust are not liens on the property of Mattie Ivan Hedgepeth for the reasons just above set out.

(5) That the said real estate is, as they believe susceptible of partition among the parties entitled thereto; but should the property not be divisible in kind, complainants believe and here state, that the interest of those who are entitled to the said real estate, or its proceeds, will be promoted by a sale of the whole of the same, or by an allotment of a part and sale of the residue.

(6) That the said R. F. Hedgepeth, who was the husband of Mattie Ivan Hedgepeth is entitled to a right of curtesy in the said property subject to such liens as he may have given or may have been acquired against his said life right:

In consideration whereof and for as much your complainants are remediless in the premises save by the aid of a court of equity, they pray that the said R. F. Hedgepeth; Herman Hedgepeth and Belle Hedgepeth, his wife; Carrie Hedgepeth; Atna Hedgepeth and Mattie Hedgepeth, his wife; Dillian Hedgepeth; Hertie Hedgepeth Powell, an infant over the age of 14 years; and L. J. Powell, her husband; W. W. Gray, Trustee; J. E. Gray; and J. M. Raby may be made parties defendant to this bill and required, but not on their oaths, to answer the same, the oaths being hereby waived, the said adults in their own proper person, and the infant by guardian ad litem; that a proper

guardian ad litem be appointed in this cause for said infant, who shall also answer this bill; that proper process issue; that the said estate be divided between the parties entitled thereto, or else, if it cannot be so devised, that it may be sold and the proceeds divided among the adults and the infant part~~ly~~ according to their respective rights, the share of the infants to be held as directed by statute for such cases made and provided; that all proper orders and decrees may be made, accounts taken, and inquiries directed; that your complainants may have all such further and other and general relief in the premises as the nature of their case may require or to equity shall seem meet.

Ruth Hedgepeth Taylor and John W. Taylor, her husband; Whittie Hedgepeth Johnson, and Adge Johnson, her husband; Delia Hedgepeth, an infant over the age of 14 years, who sues by Ruth Hedgepeth Taylor, her next friend; Dott Hedgepeth, an infant over the age of 14 years, who sues by Ruth Hedgepeth Taylor, her next friend.

By Hugh Holland
Their attorney.

Hugh Holland
Counsel.

Burk H. Taylor
et al.

vs. J. B. Bell
R. F. Hedgepeth
et al.

RECORDED IN THE OFFICE OF THE
CLERK OF THE COURT OF THE COUNTY
OF SUFFOLK, VIRGINIA

July 15 1919
Filed
T. J. Johnson Clerk

HUGH J. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA