

1924-010 Chancery Causes: John T. English & al vs D. J. English & al
Isle of Wight County

372

other surnames: FRASER,
GILMORE, HOWELL, BRADSHAW,
BLAND, CARR, DUCK, GOODRICH
[B. F. Goodrich Company],
JOYNER, FRASIER

No.

Know all Men by These Presents: That we Parke P. Deans

principal ,

and

Joseph H. English, Jr.

surety ,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Twelve Hundred 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

Parke P. Deans

principal ,

and the said

Joseph H. English, Jr.

surety ,

have hereunto set their hands and affixed their seals this, the

19th

day of

November

A. D. 19²¹.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Parke P. Deans who was by a decree of the Circuit Court of the County of Isle of Wight, entered on October 12th. 1921, in the suit of English et als Vs English et als, No 372, appointed a Special Commissioner and who on the above date qualified as such by entering into the above bond in the penalty as required by said decree

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

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

A. D. 19

Parke P. Deans

[SEAL]

J. H. English Jr.

[SEAL]

[SEAL]

_____ Witnesses

[SEAL]

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 19th

day of November

1921 this bond was duly executed and acknowledged by the obligors to the same

and ordered to be recorded.

R. A. Edwards

Clerk.

A Copy,

Teste,

R. A. Edwards Clerk.

7
English
No 4 No-372
English

Fila
Nov 14th 1921.

Teale.

R. A. Edwards.
eck

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

English et als.

v.

English et als

This cause came on this day to be again heard upon the papers formerly read, the report of Parke P. Deans, special commissioner and was argued by counsel:

On consideration whereof it appearing from the report of Parke P. Deans, special commissioner that the funds were disbursed as follows:

The vouchers therefor being filed with said report.

Amount received from John Bradshaw Jr.	1005.00	
Paid R. A. Edwards, commissioner in chancery		25.00
Paid R. A. Edwards, writ tax and court cost		23.55
Paid P. P. Deans preparing deed		10.50
Paid P. P. Deans , fee allowed		50.00
Paid P. P. Deans commission on sale		29.00
Paid Smithfield Times, advertisements		3.75
Paid John Bradshaw Jr., revenue stamp		1.50
Paid W. J. Bailey crier at sale		2.50
Paid J. H. English Jr., burial expenses		150.00
Paid J. H. English Jr., loan		100.00
Paid J. G. Duck merchandise of English Sr.,		61.85
Paid Linwood Howell care of English Sr.		100.00
Paid John T. English heir		49.70
Paid Mattie S. Fraser, heir		49.70
Paid J. H. English Jr., heir		49.70
Paid W. N. English, heir		49.70
Paid Lillie Gilmore, heir		49.70
Paid Daisy V. Howell, heir		49.70
Paid Lelia Bradshaw, heir		49.70
Paid B. F. Goodrich Company share of S. J. English		49.70
Paid Leon Carr, heir		5.53
Paid Ethel Carr, heir		5.53
Paid Doris Carr, heir		5.53
Paid George Carr, heir		5.53
Paid Mildred Carr, heir		5.53
Paid Raymond Carr, heir		5.53
Paid Hattie Duck, heir		5.53
Paid Mattie J. Howell, heir		5.52
Paid Willie Carr, heir		1005.52
	1005.00	1005.00

The Court doth confirm the said report and doth adjudge order and decree that Parke P. Deans and his surety be relieved from further obligation under bond executed in this cause and that this cause be stricken from the docket.

372

English et al

r.

English et al

Decree

Enter this

1924
July 7.
Enter this
B.D.W.

Order Book 8
page 214

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

English et als.

v.

English et als.

This day filed which no exception has been taken
This cause came on this day to be again heard upon the papers formerly read, the report of Parke P. Deans, special commissioner and was argued by counsel:

And it appearing from said report that the real estate described in the bill and proceedings was exposed for sale at public auction on the 10th day of December, 1921 according to a former decree, at which sale John Bradshaw Jr., *was the highest bidder* ~~became the purchaser~~ at the sum of one thousand and five dollars; *that he has paid* ~~of which sum one hundred dollars and fifty cents, was paid and~~ *On consideration* the balance upon the execution and delivery of a deed, the Court doth confirm said sale and report and doth adjudge, order and decree that the said Parke P. Deans, special commissioner execute and deliver unto the said John Bradshaw Jr., a deed, with the covenants of special warranty, upon the payment of nine hundred and four dollars and fifty cents, for the real estate described in the bill and proceedings heretofore.

The special commissioner is directed to pay the court cost of this suit, including a fee of *Fifty* dollars to Parke P. Deans, counsel, then pay unto J. H. English Jr., the sum of one hundred and fifty dollars for burial expenses, *J. H. English Sr.* one hundred dollars to J. H. English, for a loan, sixty one dollars and eighty five cents to J. G. Duck for merchandise and one hundred dollars to Linwood Howell for care of Joseph H. English, and the balance shall be divided among the parties as follows: one-ninth to each of the following heirs: John T. English, Mattie S. Fraser, J. H. English Jr., W. H. English, Lillie Gilmore, Daisy V. Howell, Lelia Bradshaw,

and the one-ninth of S. I. English shall be paid to the The B. F.
Goodrich Company as a credit upon ~~the~~ ^{of said Company} judgment, and the other

one-ninth shall be divided into nine equal parts and paid ^{to}
each of the ~~following~~ ^{infants}: Leon Carr, Ethel Carr, Doris Carr, George Carr, Mildred
Carr, Raymond Carr; Hattie Duck, Hattie J. Howell and Willie
Carr; *the Court being of opinion that the amounts going
to said infants should be fairly and evenly divided.*

English et als.

v.

English et als.

Decree

Enter this,

1921

Dec. 12.

Enter this
B.D.W.

8-97.

EXAMINED AND VERIFIED

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

English et als.

v. 372

English et als.

This cause came on this day to be again heard, upon the papers formerly read, and upon the report of R. A. Edwards, Commissioner in Chancery, filed on the 15th day of September, 1921, to which there is no exception, and was argued by counsel;

And it appearing from said report that the real estate in the bill mentioned cannot be conveniently divided among the several parties entitled to share therein; that no party in interest will take the entire property and pay the others for their shares such sums of money as their interest may entitle them to; that the interests of those entitled to the said property will be promoted by a sale of the whole, at public auction; that the real estate mentioned herein is described as follows:

A tract of land located in Windsor Magisterial District, Isle of Wight County, Virginia, containing twenty five acres, more or less and bounded as follows: on the south by the Virginian Railway Company, on the west by L. H. Carr, on the north by Annie Bradshaw, and on the east by L. H. Carr, it being a portion of the land conveyed to Joseph H. and M. J. English by Robert Bland and wife by deed dated April 27th, 1895 and recorded in Deed Book 59 page 475 of the Clerk's Office of said County;

and it further appearing that Joseph H. English who died April 9, 1921 and Martha J. English who died December 12th, 1913 owned this property jointly and that their heirs who share in the division are: John T. English, Mattie S. Fraser, J. H. English Jr., W. H. English, Lillie Gilmore, Daisy V. Howell, each Melia Bradshaw and S. J. English/who have ~~a~~ one ninth interest in same, and Hattie Duck, Mattie J. Howell, Willie Carr, Leon Carr, Raymond Carr, Ethel Carr, Doris Carr, George Carr and Mildred Carr, the children of Indiana V. Carr have the remaining one ninth;

and that the annual value of the real estate appears to be from forty to fifty dollars and the fee simple value about eight hundred dollars; that there are no liens for delinquent taxes or otherwise of record against this real estate ^{other} than a deed of trust signed by Joseph H. Englisha and Matha J. English to _____ trustee, dated April 27, 1895 and recorded May 6, 1895 in Deed Book 59 page 476 to secure to I. W. Duck the payment of the sum of \$365.76, which said lien is barred by the statute of limitations, and a judgment against S. J. English one of the heirs for the sum of \$156.94 in favor of The B. F. Goodrich Company, with interest thereon from February _____ 1921 until paid and \$3.30 court cost; that all the proper parties necessary to this cause are properly before the Court; that the ages and residences of the infant defendants are, respectfully: (1) Leon Carr in Nansemond County, ^{who} will be twenty one years of age on February _____ 1922, (2) Ethel Carr, Isle of Wight County, was nineteen years of age May _____ 1921, (3) Doris Carr, Nansennd County, is seventeen years of age, (4) George Carr, Isle of Wight County, ^{who} and is fifteen years of age, (5) Mildred Carr, Nansemond County, ^{who} and is thirteen years of age and (6) Raymond Carr, Isle of Wight County, ^{who} and is seven years of age; ~~and~~ that the indebedness of the estate of Joseph H. English is as follows: one hundred and fifty dollars to J. H. English Jr., for burial expenses, one hundred dollars to J. H. English Jr., for a loan, sixty one dollars and eighty five cents to J. G. Duck for merchandise, and one hundredd dollars to Linwood Howell for care of Jospeh H. English; it is adjudged ordered and decreed that the said report be, and the same is, hereby, confirmed:

And it is ~~furthor~~ adjudged, ordered and decreed that Parke P. Deans, who is hereby appointed a special commissioner for the purpose, after at least fifteen days notice, by printed posters posted in five or more public places in said County, ~~do~~ sell the real estate herein mentioned, at public auction, to the

highest bidder at Walters in Windsor Magisterial District, Isle of Wight County, Virginia, or upon the premises, as to him shall seem more advisable, upon the following terms, to-wit: one third cash, within ten days from the date of sale and the balance to be payable in one and two years from the date of sale, the deferred payments to be evidenced by the bonds or notes of the purchaser bearing date as of the day of sale, and carrying interest from said date till paid, payable annually, and to be secured by a deed of trust, which shall be a first lien upon the said property, and the buildings thereon to be insured for three-fourths of their value, in some good and solvent insurance company, and the policy of insurance to be made payable to the trustee in said deed of trust as his interest may appear; the purchaser shall deposit ten per cent of the purchase price of said property, at the time of sale, which shall, in addition to any other remedy be forfeited, in the event he fails to comply with the terms of ~~the~~ sale, and should the highest bidder fail to make said deposit at the time of sale, then said special commissioner shall forthwith proceed, at the same time and place, to again sell said property, ^{And} ~~if~~ the purchaser ~~may~~ pay all cash for said property, or he ~~may~~ pay the one third cash ~~payment~~ and the title to the property be retained until the further order of the court, the insurance to be procured as herein provided.

But the said special commissioner shall do no act under this decree until he shall have executed a bond before the clerk of this court in the penalty of twelve hundred dollars, with surety deemed sufficient by the said clerk, and conditioned for the faithful execution of his duties hereunder or any future decree herein. All other matters are reserved and this cause is continued for the report of said special commissioner of his proceedings under this decree.

6

English et als

v. 572

English et als

Decree

Enter this

1921
Oct 12.
Enter this
B.H.W.

Books 8.

page 89.

C & J.

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

John T. English, Mattie S. Fraser, J. H. English Jr.,
W. N. English, Lillie Gilmore, Daisy V. Howell and
Lelia Bradshaw
COMPLAINANTS

versus

S. J. English, Hattie Duck, Mattie J. Howell,
Willie Carr, (Leon Carr, Raymond Carr, Ethel Carr,
Doris Carr, George Carr and Mildred Carr, the last
six being infants,
DEFENDANTS.

This day came, John T. English, Mattie S. Fraser,
J. H. English Jr., W. N. English, Lillie Gilmore, Daisy V.
Howell and Lelia Bradshaw, the above-named complainants and by
leave of Court filed their bill of complaint and on their mo-
tion, the Court doth appoint George F. Whitley a discreet and com-
petent attorney at law, practicing in this Court, as guardian ad
litem for the infant defendants, Leon Carr, Raymond Carr, Ethel
Carr, Doris Carr, George Carr and Mildred Carr; and on motion
of the complainants, leave is granted said guardian ad litem
to file the answer of said infants and his own answer to said
bill, and thereupon said answer is filed; and on like motion,
leave is granted to S. J. English, Hattie Duck, Mattie J. Howell
and Willie Carr, to file their answers to said bill and the same
are accordingly filed; and to all of which answers the com-
plainants replied generally; and upon like motion this cause is
placed upon the docket and thereupon this cause came on to be heard
heard upon the bill of the complainants, and upon all of said
several answers, and upon the general replication thereto, and
was argued by counsel.

On consideration whereof, the Court doth adjudge,
order and decree that the papers in this cause be referred to
one of the commissioners of this Court, who is directed to
inquire into and report to the Court:

1 Whether the real estate in the bill mentioned can be conveniently divided among the several parties entitled to share therein.

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

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

4 What real estate the parties to this suit are entitled, the location and description thereof, how their title was acquired, and their respective interest therein, and the annual and fee simple value of said real estate.

5 Whether there are any liens against the real estate on account of delinquent taxes or otherwise or any indebtedness against the estate/

6 Whether all the proper parties to this cause, are properly before the Court, the ages and residences of the infant defendants.

7 When J. H. English and Martha J. English died and whether or not all their debts have been paid and by whom.

Which several inquiries, the said commissioner shall make, and to the Court report, together with any matter specially stated, deemed pertinent by himself or required by any party to be so stated and return to the Court with his report the evidence taken by him.

By consent of all parties, by counsel here entered of record, it is ordered that this cause be made a vacation cause and that all such orders and decrees may be entered in vacation as in term time.

#372

4

English et als.

v.

English et als.

English et als.
7/2/21

DECREE

Enter this

Book 8.

Page 77.

We consent to this decree

John Deans Attorney
Plaintiff & Adult Deft.

Guardian ad Litem

1921

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

The Linden Printing Company, Hartford, Conn.

IN THE CIRCUIT COURT OF MISLE OF WIGHT:

ENGLISH ET ALS.

V.

ENGLISH ET ALS.

Honorable B. D. White,

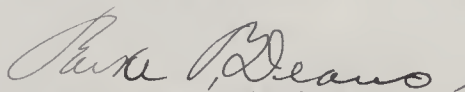
Judge of the said Circuit Court:

In obedience to the decree entered in this cause,
your undersigned special commissioner has disbursed the money in
his hands as follows:

Amount received from John Bradshaw Jr.	1005.00	
Paid R. A. Edwards Commissioner in Chancery		25.00
Paid R. A. Edwards writ tax and court cost		23.55
Paid P. P. Deans preparing deed		10.50
Paid P. P. Deans fee allowed		50.00
Paid P. P. Deans commission on sale		29.00
Paid Smithfield Times advertisements		3.75
Paid John Bradshaw Jr., revenue stamp		1.50
Paid W. J. Bailey, crier at sale		2.50
Paid J. H. English Jr., burial expenses		150.00
Paid J. H. English loan		100.00
Paid J. G. Duck merchandise of English Sr.,		61.85
Paid Linwood Howell care of English Sr.,		100.00
Paid John T. English heir		49/70
Paid Mattie S. Fraser heir		49.70
Paid J. H. English Jr., heir		49.70
Paid W. N. English, heir		49.70
Paid Lillie Gilmore, heir		49.70
Paid Daisy V. Howell, heir		49.70
Paid Lelia Bradshaw, heir		49.70
Paid B. F. Goodrich Company share of S. J. English		49.70
Paid Leon Carr heir		5.53
Paid Ethel Carr, heir		5.53
Paid Doris Carr, heir		5.53
Paid George Carr, heir		5.53
Paid Mildred Carr, heir		5.53
Paid Raymond Carr, heir		5.53
Paid Hattie Duck, heir		5.53
Paid Mattie J. Howell heir		5.52
Paid Willie Carr, heir		5.52
	1005.00	1005.00

Having done all that is required, I desire to be relieved of
further obligation.

Respectfully submitted


Special Commissioner.

English etals
B-3 Jacky
English etals

Refab.

Nº 29

WALTERS, VA. Dec 20 1921

PAY TO THE
ORDER OF

The B. F. Goodrich Company

\$ 49 ⁷⁰/₁₀₀

Forty nine and ⁷⁰/₁₀₀

DOLLARS

FOR

Share of English made English Property

TO

THE BANK OF WALTERS,

68-563

WALTERS, VA.

James Deane & Co
English et al & English et al

The B.R. Gardner &
Sons, White,

Pay Federal Reserve Bank of Richmond
or Order, Prior Endorsements Guaranteed
Norfolk National Bank
Norfolk, Va.
JH 23 1922
68-37
PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO.
Prior Endorsements Guaranteed
Federal Reserve Bank of Richmond
68-37

Nº 28

WALTERS, VA.

Dec 20 1921

PAY TO THE
ORDER OF

Mellie Carr

\$ 552
100

Five and 52
100

DOLLARS

FOR

Mrs. Mary Elizabeth Cooper

TO

THE BANK OF WALTERS,

68-563

WALTERS, VA.

Five Dollars and 52 Cents
Five and 52/100

Pay to the Order of
Farmers Bank, Inc.
68-567 Windsor, Va.

W. H. JOHNSON
W. H. JOHNSON

PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO.
FARMERS BANK
WINDSOR, VA.
68-567 S. T. HOLLAND, Cashier.

Pay Federal Reserve Bank of Ric
Or Order, Prior Endorsements Gu
National Bank of Comm
Norfolk, Va.

68-36 JAN 3 1927

PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO.
Prior Endorsements Guaranteed

Nº 27

WALTERS, VA. Feb 20 1921

PAY TO THE
ORDER OF

Mattie J. Harrell

\$ 5.52
500

Five and 52/100

DOLLARS

FOR

Share in English Company

TO **THE BANK OF WALTERS,**

WALTERS, VA.

John D. Cunningham
English et al v English et al

68-563

powells

JAN 10 1922

68-3

RECEIVED
FOR THUS
GUARANTEED

PAY TO THE ORDER
OF THE
BANK OF SMITHFIELD,
SMITHFIELD, VA.
COFER HARDWARE CO.

No. 26

WALTERS, VA. Dec 20 1921

PAY TO THE
ORDER OF

Walter Duck

\$ 5⁵³/₁₀₀

Five and 53
100

DOLLARS

FOR

Marion English Property

TO

THE BANK OF WALTERS,

68-563

WALTERS, VA.

James Ransom Sp. Can
English Property

Hattie Duck.

Pay to the Order of
Farmers Bank Inc.
68-587
W. H. OLSON

FOR TO THE ORDER OF
ANY BANK, BANKERS TRUST CO.,
FARMERS BANK
68-587 S. T. ROLLAND, Cashier.
WINDSOR, VA.

No. 25

WALTERS, VA. Dec 20 1921

PAY TO THE
ORDER OF

Raymond Dean

\$ 5.53

Five and 53/100

DOLLARS

FOR

Share in English Property

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

PAYED
JAN 21 1922
BANK OF WALTERS

Raymond Dean
English et al v English et al

Raymond Carr

PAID

Nº sep

JAN 24 1922

WALTERS, VA. see 50 1921

PAY TO THE
ORDER OF

Mildred Carr

\$ 5⁵³/₁₀₀

Five and 53
100

DOLLARS

FOR

House in England

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

John O. Danner, Jr.
English Road, England

S. G. Moore

Nº 43

WALTERS, VA. Dec 21 1921

PAY TO THE
ORDER OF

George Carr
Five and 53/100

\$ 5 ⁵³/₁₀₀

DOLLARS

FOR

Murren English Property

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

PAID
JAN 21 1922
BANK OF WALTERS

Geo. Murren English Prop
English Property

George Carr.

No. 22

WALTERS, VA. Dec 20 1921

PAY TO THE
ORDER OF

James Lear

\$ 5.53
100

Five and 53
100

DOLLARS

FOR

Share in English Property

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

James Lear
English Property (English Ltd)

Doris Carr
M. O. Carr

No. 27

WALTERS, VA. Dec 8 1921

PAY TO THE
ORDER OF

John Carr

\$ 5.53
5.00

Five and 53/100

DOLLARS

FOR

Share in English of property

TO

THE BANK OF WALTERS,

68-563

WALTERS, VA.

John Carr
English road & English street

Ethel Carr

M. O. Lane

Nº 20

WALTERS, VA.

Dec 20 1921

PAY TO THE
ORDER OF

Leon Carter

\$ 5 ⁵³/₁₀₀

Five and 53/100

JAN 1 1922

DOLLARS

FOR

Share in English Property

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

John Thomas Fother
English et al & English et al

Leon Carter
S.G. Moore

FOR DEPOSIT IN
MERCHANTS BANK,
BALTIMORE, MD.
11/11/22
PAY TO THE ORDER OF
ANY BANK OR BANKER
BALTIMORE, MD.
MERCHANTS BANK COMPANY

68-3
JAN 10 1922
PAY TO THE ORDER OF ANY
BANK, BANKER OR TRUST COMPANY
Prior to January 10, 1922
68-3
FEDERAL RESERVE BANK OF BALTIMORE

No. 19

WALTERS, VA. Dec 20 1921

PAY TO THE
ORDER OF

Lelo Brackley \$ 49⁷⁰

Forty nine and 00/100 DOLLARS

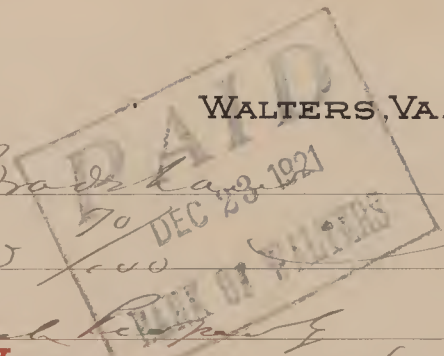
FOR Share in English

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

John Deamaph
English et al



Selia Bradshaw.

Nº 18

WALTERS, VA. Dec 30 1921

PAY TO THE
ORDER OF

Larry Howell

\$ 49²⁰

DOLLARS

FOR

TO

Share in English Property
THE BANK OF WALTERS,

68-563

WALTERS, VA.

Larry Harrell

Nº 19

WALTERS, VA. Dec 20 1921

PAY TO THE
ORDER OF

Lellie Johnson

\$ 49⁷⁰

Forty nine and 70/100 DOLLARS.

FOR

Share in English Property

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

Per the Deed of John
W. Hutch et al. - English et al.

Lillie Gilmore!

PAY TO THE ORDER OF
THE CITIZENS BANK
NORFOLK, VA.
NORFOLK COAL & ICE CO., Inc.

Pay Federal Reserve Bank of Richmond
or D-45, Prior Endorsements Guaranteed
CITIZENS BANK
NORFOLK, VA.
DEC 28 1921 68-34
PAY TO THE ORDER OF
TRUST CO.
BANK, INC. (INCORPORATED IN VA.)
Federal Reserve Bank of Richmond
68-3

No. 16

WALTERS, VA.

Dec 20

1921

JAN 9 - 1922

PAY TO THE
ORDER OF

M. N. Campbell

\$49⁷⁰/₁₀₀

Fort mine and 75

PAID BY BANK OF WALTERS, VA.

DOLLARS

FOR

Share in Capital of

TO THE BANK OF WALTERS,

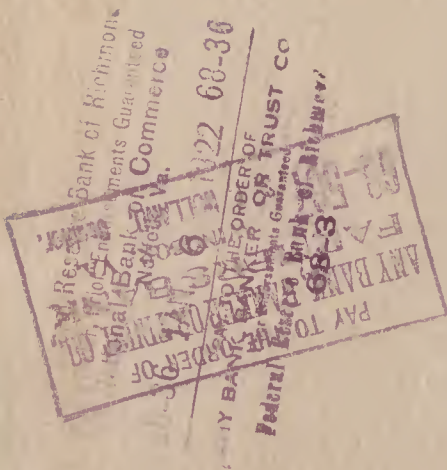
68-563

WALTERS, VA.

John D. Deane, Jr. Secy
Campbell, Campbell

Dr A. English

J. H. Galtrey



Nº W

WALTERS, VA.

Dec 20 1921

PAY TO THE
ORDER OF

\$ 49⁷⁰

DOLLARS

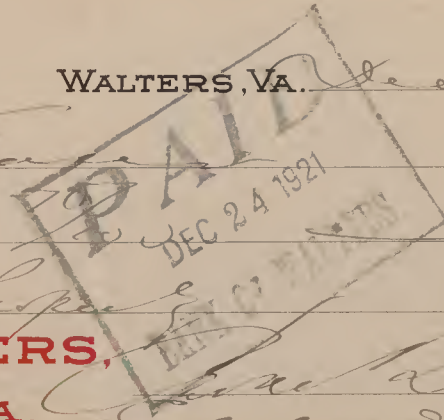
FOR

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

THE FAUCONIER COMPANY BALTIMORE



James A. Lang Spt Com
and Cashier

Mallie D. Fraser

Nº 14

WALTERS VA.

Dec 20 1921

PAY TO THE
ORDER OF

John I English

\$ 49.70

Fortnum and 70/100

DOLLARS

FOR

Sharon English

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

Chas Admndg
Engl 10/20/21 Engl 10/20/21

PAID
DEC 23 1921
BANK OF WALTERS

~~John~~ ^{his} English
Morn

~~Winters~~
Winters

Nº 13

WALTERS, VA. Dec 20 192 1

PAY TO THE
ORDER OF

J. V. English Jr.

DEC 24 1921
DATA OF WALTERS

\$ 49.70

Forty nine and 70/100

DOLLARS

FOR

Share in English Property

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

*Thos W. Drury Spl Secy
English & Co. & English & Co.*

J. H. English, Jr.,

No. 12

WALTERS, VA. Dec 30 1921

PAY TO THE
ORDER OF

Carroll B. ...

\$ 50.00

DOLLARS

FOR

the account of

TO **THE BANK OF WALTERS,**

WALTERS, VA.

John Deane ...

68-563

Burne W. Dean

Pay to the order of
BANK OF WINDSOR
K. T. LEATHERS, Cashier
Windsor, VA.

Pay Federal Reserve Bank of Richmond
Or Order, Prior Endorsements Guaranteed
CITIZENS BANK
NORFOLK, VA.
DEC 23 1921 68-34
PAY TO THE ORDER OF
THE BANK OF WINDSOR
FEDERAL RESERVE BANK OF RICHMOND

No. 11

WALTERS, VA. Dec 20 1921

PAY TO THE
ORDER OF

Ben & Dean
Ten and 50/100 \$ 10.50
DOLLARS

FOR

Seed & Notary Certificate DEC 28 1921

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

Sam Deane

Pay Federal Reserve Bank of Richmond
(in order, Prior Endorsements Required)
CITIZENS BANK
NORFOLK, VA.
DEC 23 1971 68-34
PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO.
Federal Reserve Bank of Richmond
First Endorsement Guaranteed
68-3
Pay The Citizens Bank of Norfolk
Norfolk, Va. 8 1/4
ALL PRIOR ENDORSEMENTS GUARANTEED
BANK OF WINDSOH
Windsor, Va. 8 1/4
E. T. LEATHERS, Cashier

Nº 10

WALTERS, VA. Dec 20 1921

PAY TO THE
ORDER OF

Frank D. Deane

\$ 29.00

Twenty nine and 00/100 DOLLARS

FOR

Commissionary Sale

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

*Frank D. Deane, Sp. Com.
by check of 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100*

Ben. B. B. B.

Pay The Citizens Bank of Norfolk
Norfolk, Va. or order
ALL PRIOR ENDORSEMENTS GUARANTEED
BANK OF WINDSOR
Windsor, Va. - Cashier
F. T. LEATHERS

Pay Federal Reserve Bank of Richmond
Or Order, Prior Endorsements Guaranteed
CITIZENS BANK
Norfolk, Va.
DEC 23 1921 68-34
Pay to the order of
CITIZENS BANK OF NORFOLK
NORFOLK, VA.
68-34

Nº 9

WALTERS, VA. Dec 20 1921

PAY TO THE
ORDER OF

\$ 3⁷⁵

Three and 75/100 DOLLARS

FOR

Ad. of Sunbreeze Times

TO **THE BANK OF WALTERS,**

WALTERS, VA.

68-563

Perke R. Duncanson
Cashier

Bank of America

Pay The Citizens Bank of Norfolk
ALL HIGH ENDORSEMENTS GUARANTEED
NORFOLK, VA. or Order
C. F. LEACH, JR., Cashier
BANK OF WINDSOR, VA.
68-34
FEDERAL RESERVE BANK OF RICHMOND
PAY TO THE ORDER OF
CITIZENS BANK
NORFOLK, VA.
DEC 23 1921
68-34
Or Under, Prior Endorsements Guaranteed

Nº 8

WALTERS, VA. Dec 20 1921

PAY TO THE
ORDER OF

R. H. Edwards

\$ 25⁰⁰

Twenty five

PAID
DEC 29 1921

DOLLARS

FOR

Commission in Charge

TO **THE BANK OF WALTERS.**

68-563

WALTERS, VA.

*Charles B. Dunspey Com
English (std) / English (std)*

PAY FEDERAL RESERVE BANK OF WASHINGTON
 ORDER PRIOR ENDORSEMENTS GUARANTEED
 68-5 NATIONAL STATE & CITY BANK
 68-3 JANY BANK, BAYKERSBURGH, N.Y.
 FEDERAL RESERVE BANK OF RICHMOND

BY THE ORDER
 OF THE
 BANK OF SMITHFIELD,
 SMITHFIELD, N.Y.
 COFER HARDWARE CO.

PAY TO THE ORDER OF
 JANY BANK, BAYKERSBURGH, N.Y.
 68-3 JANY BANK, BAYKERSBURGH, N.Y.
 FEDERAL RESERVE BANK OF RICHMOND

Nº 7

WALTERS, VA. Dec 20 1921

PAY TO THE
ORDER OF

R. H. Edwards Jr.

\$ 23 ⁵⁵/₁₀₀

Twenty three and 55/100

JAN 3 - 1922

DOLLARS

FOR *Next Day & Court Cost -*

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

*Chas. B. Dean Splice
Englewood & Englewood*

PAY FEDERAL RESERVE BANK OF RICHMOND
OR GRUBER PRIOR ENDORSEMENTS GUARANTEED
68-5 NATIONAL STATE & CITY BANK
RICHMOND, VA. 68-5

DEC 20 1921

68-3 PAY TO THE ORDER OF
FEDERAL RESERVE BANK OF RICHMOND
68-3
PRIOR ENDORSEMENTS GUARANTEED
FEDERAL RESERVE BANK OF RICHMOND

PAY TO THE ORDER OF
ANY BANK
AT RICHMOND, VA.
DEC 28 1921
BANK OF RICHMOND
RICHMOND, VA.

Nº 6

WALTERS, VA. Dec 20 1921

PAY TO THE
ORDER OF

Lenwood Howell
One hundred

\$ 100 00

DOLLARS

FOR

Care of J. H. English & Co.
TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

J. H. English & Co.
English et al & English et al

L H Howell

Nº 5

WALTERS, VA. Dec 20 1921

PAY TO THE ORDER OF J. H. D. Wick \$ 61.85

Eighty one and 85/100 DOLLARS

FOR Merchandise of J. H. English & Co
TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

John H. English & Co
English road & English road

Pay to order of
BANK OF WALTERS
Walters, Va.
J. G. DUCK

Nº 4

PAY TO THE
ORDER OF

WALTERS, VA. Dec 20 1921

\$ 100⁰⁰

One hundred

DOLLARS

FOR

Loonoff & Company Co

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

THE FAIRBANK COMPANY, BALTIMORE

Charles A. Deane
Englebert & Co. Englebert

J. H. English

Pay to order of
BANK OF WALTERS
Walters, Va.
CHAS. K. BARRETT

Nº 3

WALTERS, VA. Dec 20 1921

PAY TO THE
ORDER OF

\$ 150⁰⁰

W. English
One hundred and fifty DOLLARS

FOR

Burial expenses of W. English

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

Charles R. Adams Spt Com
English apt & English apt

J. H. English Jr.

Nº

2

WALTERS, VA.

Dec 20 1921

PAY TO THE
ORDER OF

W. J. Bailey

PAID
DEC 20 1921

\$

2.50

Two and 50/100

DOLLARS

FOR

Cash at Sale

TO **THE BANK OF WALTERS,**

68-563

WALTERS, VA.

James Duncan Spiller
English Hotel & English Hotel

W. J. Bailey

Nº 1

WALTERS, VA.

192

PAY TO THE
ORDER OF

John Bradshaw Jr
One and 50/100

\$1 50

DOLLARS

FOR *Revenue Stamp*

TO **THE BANK OF WALTERS**

68-563

WALTERS, VA.

John Bradshaw Speer Com
English et al & English et al

James Bradshaw Jr.

COMMISSIONER'S SALE

Real Estate in Isle of Wight Co., Va.

By authority of a decree of the Circuit Court of Isle of Wight County, Va., entered on October 12, 1921, in a chancery cause of John T. English and others, complainants, against S. J. English and others, defendants, pending therein, I shall proceed to sell as Special Commissioner, at public auction, in front of the post office at Walters, Virginia,

Saturday, Dec. 10, 1921

BEGINNING AT 11.00 A. M.

A tract of land located in Windsor Magisterial district, Isle of Wight county, Virginia, containing twenty-five (25) acres more or less, and bounded as follows: On the south side by the Virginian Railway Company, on the west by L. H. Carr, on the north by Annie Bradshaw and on the east by L. H. Carr, it being a portion of the land conveyed to Joseph H. and M. J. English by Robert H. Bland and his wife by deed dated April 27, 1895, and recorded in deed book 59, page 475, of the Clerk's office of said county.

TERMS—One-third cash within ten days from date of sale, and the balance to be payable in one and two years from date of sale, the deferred payments to be evidenced by the bonds or notes of the purchaser bearing date as of the day of sale and carrying interest from said date till paid, payable annually, and to be secured by a deed of trust which shall be a first lien upon the said property, and the buildings thereon to be insured for three-fourths their value in some good and solvent insurance company, and the policy of insurance to be made payable to the trustee in the said deed of trust as his interest may appear; the purchaser shall deposit ten per cent. of the purchase price of said property at the time of sale which shall in addition to any other remedy be forfeited, in the event he fails to comply with the terms of sale, and should the highest bidder fail to make said deposit at the time of sale, then said special commissioner shall forthwith proceed, at the same time and place, to again sell said property, but the purchaser may pay all cash for said property or he may pay the one-third cash and the title to the property be retained until the further order of court, the insurance to be procured as herein provided.

November 21, 1921

PARKE P. DEANS, Special Commissioner

VIRGINIA. CLERK'S OFFICE OF THE CIRCUIT COURT OF ISLE OF WIGHT.

English et als Plaintiffs, vs. English et als Defendants.

I, R. A. Edwards Clerk of the said Court, do hereby certify that the bond required of the Special Commissioner by the decree rendered in said cause on the 12th day of October, 1921 has been duly given.

Given under my hand as Clerk of the said Court, this 19th day of November, 1921.

R. A. EDWARDS, Clerk.

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

English et als.

v.

English et als.

Judge B. D. White, Judge of said Court:

The undersigned, special commissioner, in accordance with a decree entered on the 12th day of October, 1921 (having executed the proper bond on the 19th day of November 1921) exposed to sale by public auction the real estate in the bill and proceedings described on December 10th, 1921 in front of the post office at Walters, Virginia, and John Bradshaw Jr., became the highest bidder at the sum of one thousand and five dollars. He paid the special commissioner one hundred dollars and fifty cents and indicated that he would pay cash for the property within the ten days from that date, if the sale be confirmed.

Your commissioner asks that he be directed to execute a deed with special warranty unto John Bradshaw Jr., to be delivered upon the payment of the full amount, and further asks that he be directed to pay the claims as reported by Commissioner in Chancery H. A. Edwards and court cost and then disburse the balance unto the heirs.

Copy of advertisement is hereto attached and marked Exhibit Z.

Respectfully submitted,

Frank H. Adams
Special Commissioner

December 10th 1921

English et als.

v.

English et ls.

Report of Sol. Coun'r.

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

The Linden Printing Company, Hartford, Conn.

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

JOHN T. ENGLISH ET ALS.

vs) CHANCERY NO. 372.

S. J. English ET ALS.

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

THE UNDERSIGNED, one of the Commissioners in Chancery of this Court, to whom has been referred the papers in the above entitled cause for the execution of a decree entered therein on the 5th day of July 1921, respectfully reports that on the 1st day of September, 1921, in the presence of Parke P. Deans, Counsel for all of the adult parties herein, both the complainants and defendants, that he took the testimony of J. E. T. Joyner, J. G. Duck, J. H. English Jr., and Mattie S. Fraser, competent witnesses, reduced the same to writing, and which is returned, herewith, to be read as a part of this report, and from which, coupled with the records on file in the Clerks office of this Court, your commissioner is informed and reports as follows-;

1. Whether the real estate in the bill mentioned can be conveniently divided among the several parties entitled to share therein.

Ans. The real estate mentioned in the bill, cannot be conveniently divided among the several parties entitled to share therein.

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

Ans. It does not appear that any party will take the entire property and pay therefor to the other parties such sums of money as their interest therein entitles them too.

3. And if the same cannot be conveniently divided, and if no party will take the entire property and pay the others for their

shares, whether the interest of those who are entitled too the said property or it's proceeds will be promoted by a sale of the entire property, or by an allotment of part and sale of the residue.

Ans. The interest of those who are entitled to the said property or it's proceeds, will be promoted by a sale of the entire property at Public Auction and a division of the proceeds as provided by law. An allotment of part and a sale of the residue will not promote the interest of any party mentioned.

4. What real estate the parties to this suit are entitled, and location and description thereof, how title was acquired, and their respective interest therein, and the annual and fee simple value of said real estate.

Ans. The real estate to which the parties to this suit are entitled appears to be a tract of land located in Windsor Magisterial District, in the County of Isle Of Wight, State Of Virginia, containing twenty five acres more or less as shown by the 1920 land book of said County, and bounded as follows, on the south by the Virginian Railway Company, on the west by L. H. Carr, on the north by Annie Bradshaw, and on the east by L. H. Carr, and is about one half of a mile from the villiage of Walters, Va, it being a portion of the land conveyed to Joseph H. and M. J. English by Robert Bland et wife by their deed bearing date of April 27th 1895, and recorded May 6th 1895, in deed book 59 at page 475 in the Clerks

office of this Court. the respective interests to which the parties to this suit appear to be entitled are as follows, to the children of Jos. H. and Martha J. English one ninth and to the grandchildren one ninth of a

As will appear from the evidence herewith submitted Joseph H. and Martha J. English husband and wife and joint owners of the real estate herein before mentioned are both dead, the said Joseph H. English having died on the 9th day of April 1921, while Martha J. English died on the 12th day of December 1913, they leaving as their children who are parties to this suit as follows-, John T. English, Mattie S. Fraser, J. H. English Jr., W. N. English, Lillie Gilmore, Dasy V. Howell, Lelia Bradshaw,

with 5 said heirs.

S. J. English, all living and Indianna V. Carr who died August 16th, 1915. The said Indianna V. Carr's husband who was George . Carr also died on the 13th September 1916, and leaving the following named children who are heirs and parties to this suit, viz-, Hattie who married Duck, Mattie J. who has married Howell, Willie Carr, Leon Carr, Raymond Carr, Ethel Carr, Doris Carr, George Carr, and Mildred Carr.

The annual value of the real estate mentioned in the bill herein appears to be from forty to fifty dollars while it's fee simple value appears to be about eight hundred dollars.

5. Whether or not there are any liens against the real estate on account of delinquent taxes or otherwise.

Ans. There does not appear to be any liens against said real estate on account of delinquent taxes, however your Commissioner begs leave to report that there appears of record in the Clerks Office of this Court a certain un-satisfied deed of trust signed by Joseph H. English et wife Martha J. English, dated April 27th 1895 and payable to I. W. Duck for the sum of 365.76, said deed of trust being recorded ^{May the 6th 1895,} in deed book 59 at page 476, however as will be noticed from the date of said deed of trust the same has long since passed out of date and would not operate as any thing more than a mere cloud upon the title of said property,. Your Commissioner begs leave to further report that there appears upon the judgment record in said office in J. L. D. 4 at page 66 a certain judgment in favor of The B. F. Goodrich Company against S. J. English one of the parties hereto, amounting to \$156.94 with interest from February 1921 until paid and \$3.80 costs.

6. Whether all the proper parties to this cause are properly before the Court, the ages and residences of the infant defendants.

Ans. Your commissioner begs leave to report that all proper parties to this suit are properly before the Court, and the ages and residences of the infant defendants are as follows-, Leon Carr who will be of age in February 1922 and is now living near Chuckatuck in Nansemond County,

Ethel Carr, who was 19 years of age May 1921, and lives at Colosse, Isle Of Wight Co., Virginia, Doris Carr who is 17 years of age, and lives at Chuckatuck, in Nansemond County, Virginia, George Carr, who is 15 years of age and lives at Colosse, Isle Of Wight County, Virginia, Mildred Carr who is 13 years of age and lives at Chuckatuck in Nansemond County, Virginia, Raymond Carr who was 7 years of age last March 1921, and lives with his sister at Colosse, Isle Of Wight County, Virginia,

7. When Joseph H. English and Martha J. English died and whether or not all of their debts have been paid and by whom.

Ans. As before stated the said Martha J. English and her husband Joseph H. English are both dead, the dates of their respective deaths having been previously given in this report, however it appears from the evidence given before your Commissioner that since the death of Joseph H. English no person has qualified upon his estate, and from the best evidence obtainable by your said Commissioner the following debts are due and owing by the said Joseph H. English's Estate,-

first the burial expenses of the said Joseph H. English amounting to \$150.00 which have been paid by his son Joseph H. English Jr, and is now due to the said Joseph H. English Jr.,

Second, from the statement of Joseph H. English^{Jr} as well as other members of the family of the said Joseph H. English, deceased, a loan of One Hundred Dollars was made to the said Joseph H. English during his life time by his son Joseph H. English Jr., and said amount of One Hundred Dollars is now due and owing to the said Joseph H. English Jr., by the said Estate, and in this connection your Commissioner wishes to report that it appears to be the desire of the entire number of children of the said Joseph H. English that this said debt be allowed to the said Joseph H. English Jr.

Third, there also appears to be due J. G. Duck, a merchant at Walters, Va as per an account hereto attached the sum of Sixty One Dollars and

eighty five cents for roofing,wire,staples and nails.which
your commissioner finds to be approved by the children of Joseph
H.English,deceased, as a just account against said Estate.
Fourth: As will be noticed from the testimony of Joseph H.
English Jr as well as that of Mattis S. Fraser,two of the chil-
dren of the said Joseph H. English deceased,an agreement has
heretofore been entered into by and between the children of the
said Joseph H. English deceased,and one Linwood ~~How~~well,who by
the way married one of the English heirs,in which it was under-
stood that for certain care and attention rendered to the said
Joseph H. English deceased,during his latter years,that the said
Linwood ~~Haw~~well was to receive for his services the sum of One Hun-
dred Dollars from said Estate,this was however in addition to other-
considerations,however from information in the possession of your
commissioner he believes this to be a just and reasonable account
against said Estate and one worthy of allowance.

Your Commissioner further begs leave to report that he is in pos-
session of information that for as much as two years before the
death of the said Joseph H. English that his son Joseph H. English
Jr., was in possession of all of the affairs of the said Joseph H.
English and transacted all of his business for him,such as contract-
ing debts etc.,that the said Joseph H. English shortly before his
death had to be transferred to the Eastern State Hospital for the
Insane where he died,therefore as testified too by the said Joseph
H. English Jr.,your Commissioner is satisfied that all debts that
exist against said Estate are properly reported herein.

Respectfully Submitted.

R. A. Edmonds
Commissioner In Chancery.

Commissioner's Fee 25⁰⁰.

I, George F. Whitley, Guardian Ad Litem for the infant defen-
dants named herein,have agreed to the propoundings to the ques-
tions made in this enquiry,and upon examination of the Commissioners
report see no objection to it's confirmation. Geo. F. Whitley, Guardian Ad Litem

J. E. T. Joyner being duly sworn, deposes as follows;

Mr. Joyner, please state your name, age, residence and occupation.

J. E. T. Joyner, I am sixty eight years old, live in Walters in Isle of Wight County, Virginia and I am a farmer.

Did you know J. H. English and Martha J. English and the real estate they own?

Yes.

Where is the real estate located?

It is on the north side of the Virginian Railway about a half a mile from Walters and is in Windsor Magisterial District, Isle of Wight County Virginia.

How many acres and who does it adjoins?

It is a small piece of land and is about twenty five acres, more or less and adjoins the Virginian Railway on the south, L. H. Carr on the west, Annie Bradshaw on the north and L. H. Carr on the east

Do you know the heirs at law of Mr. and Mrs. English?

Yes sir, there were nine children, eight of them are living and one dead has several children living.

Can the real estate be conveniently divided among the several heirs?

It is a matter of impossibility to divide it so many one could get any thing to be of any benefit.

Will any of the heirs take the property and pay the balance of the heirs for their shares in it?

No, as I have heard the heirs say they would not.

What would you advise to be done with the property?

Well my advice to the children is to have it sold and divide the money, that comes nearer getting justice than any other way.

Will their interest be promoted by a sale? of the entire property or by the allotment of a part and the sale of the residue?

It is to the best interest of all parties to sell the real estate, and divide the money, it would be hard to keep up for the benefit of all the parties and in fact there is no way to get at it except by sale.

What is the fee simple and annual value of this tract of land?

I would say that the land is worth about eight hundred dollars and it would rent for about fifty dollars a year.

And further this deponent saith not further.

J. E. T. Joyner

John G. Duck being duly sworn, saith as follows:

Mr. Duck, please state your name, age, residence and occupation?

My name is J. G. Duck, am fifty four years old, live at Walters in Isle of Wight County, Virginia and am a merchant.

Did you know J. H. English and Martha J. English and the real estate they owned?

Yes sir.

You have heard Mr. Joyner give the location and description of this property do you consider his statements correct?

Correct.

Do you know the heirs at law of Mr. and Mr. J. H. English?

Yes sir. They are nine children, eight are living and the one dead has nine children living.

Can the real estate be conveniently divided among the heirs?

I do not think it can, I would hate to have the job dividing it.

Would any of the heirs take the property and pay the balance of the heirs for their shares.

No sir.

What would you advise to be done with this property?

It should be sold and divide the money and all of the heirs would be better off than by any other way.

What is the fee simple and annual value of the real estate?

I do not think it is worth over eight hundred dollars and that is all I would want to put into it if I want to buy, but I have no desire or intention to buy. It will rent for about forty or fifty dollars a year.

And further this deponent saith not.

J. G. Duck

Joseph H. English Jr., being duly sworn, deposeth as follows:

Mr. English, please state your name, age, residence and occupation.

J. H. English, Walters, carpenter and am forty one in this September.

Who were your mother and father?

J. H. English and Martha J. English

Are they living and if they are dead, when did they die?

They are dead, mother died December 12th, 1913 and father died April the ninth, 1921.

Who owned the real estate?

Mother owned one half and father the other half.

Who are the heirs at law of your mother and father?

The heirs of my mother are the same as the heirs of my father. They had nine children all living but one, Indianna V. Carr who died August 16th, 1915, the other eight children are: John T. English, Mattie S. Frasier, J. H. English Jr., W. N. English, Lillie Gilmore, Daisy V. Howell, Lelia Bradshaw, S. J. English.

Is the husband of Indianna V. Carr living, if not when did he died and what children did they leave?

Her husband, Geo. W. Carr died September 13th, 1916 and they left nine children who are as follows: Hattie who has married Duck, Mattie J. who has married Howell, Willie Carr, Leon Carr, Raymond Carr, Ethel Carr, Doris Carr, George Carr and Mildred Carr.

How many of the heirs are minors, stating their names, ages and residences?

There are six children of my sister who are not of age, they are; Leon Carr who will be of age this coming February and he lives near Chuckatuck in Nansemond County, Ethel Carr who was nineteen this past May and she lives at Collosse In Isle of Wight ~~Wight~~ County, Doris is the next and she is seventeen and she lives at Chuckatuck in Nansemond County, George Carr is next and he is fifteen years and lives at Colosse in this county and Mildred is the next and she is thirteen years and lives at Chuckatuck and Raymond is seven years last March and lives with his sister at Colosse.

Did any one qualify as administrator on the estate of your father or mother, and did your mother owe any money or did your father?

No one has qualified on either's estate and my mother owed on one. There is owing by my father's estate the following: his burial espenses which brother Sam and myself became responsible for amounting to one hundred and fifty dollars, the bills were made against me and I have paid and the estate owes me; and my father owed me one hundred dollars which I loaned him in his life time, and the bill of J. G. Duck for wire and roofing amounting to ~~61.85~~ 61.85.

It was understood among the children and that Linwood Howell who married our youngest sister, ~~one hundred~~ was to have one hundred dollars for the care and board of our father during his last days, and we consider this to be a debt of the estate. Other than the above there is no indebtedness.

With whom are the infant children living?

Mildred is with her sister, Mrs. Mattie J. Howell; Leon and Doris are with my brother W. N. English and Ethel, George and Raymond are with their sister Mrs. Hattie Duck.

And further this deponent saith not.

J. H. English Jr.

Mrs. Mattie S. Frasier being duly sworn, saith as follows:

Mrs. Frasier state your name, age, residence and occupation.

Mattie S. Frasier am forty three years old, live at Walters and keep boarding house.

You were present when your brother, J. H. English testified, do you know any thing as to the correctness of same.

I know it to be correct.

Do you know any thing about the money loaned your father by your brother?

Yes, I do, my father told me that he borrowed from Joe and I know it was never paid back. All of the children know of the loan.

And further this deponent saith not.

Mattie S. Frasier

Walters, Va.,

Sept 5 - 1921

M:

J. H. English

TO J. G. DUCK, DR.,

DEALER IN

Hardware, Tinware, Harness, Wire Fencing,

PAINTS AND AUTOMOBILE SUPPLIES

1921

Feb	16	To	Roll Roofing	2	50
"	11	"	2 # " Nails 1 1/2	2	5
Mar	2	"	2 Rolls Wire	5	800
"	"	"	5 # Staples	8	40
"	"	"	5 # Nails	6	30
"	11	"	5 # Staples	8	40
				61	85

John T. English et als.

Vs. { Chancery No 372

S. J. English et als.

COMMISSIONERS REPORT.

Filed Sept. 15-1921

Teste. R. A. Edmunds
Clerk

\$ 100.00

Suffolk, Va., Jan 1 1901.

On demand days after date I promise to pay unto
J. H. English Jr., or order, negotiable and payable,

without offset, at the ~~FARMERS BANK OF NANSEMOND~~ Suffolk, Virginia.

The sum of one hundred dollars. \$ 100.00 Dollars,

for value received; and it is agreed upon by the parties that the interest on this Note shall be payable
in advance; and we, principal and endorsers, hereby waive the benefit of our Homestead Exemption as to
this debt.

J. H. English

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

English et als.

v.

English et als.

The answer of S. J. English, Hattie Duck, Mattie J. Howell and Willie Carr to a bill of complaint filed against them in the Circuit Court of Isle of Wight County, Virginia by John T. English and others.

These defendants reserving to themselves the benefit of 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:

That they heirs at law of the late J^s H. English and Martha J. English, and they believe it to the best interest of all parties concerned to sell the real estate of which they died seized and possessed.

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.

S. J. English
Hattie Duck
Mattie Howell
Willie Carr
Adult Defendants

Robert Deane
Counsel

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English et als.

v.

English et als

Answer of Adult Defendants

Filed July 5-1921

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

The Linden Printing Company, Hartford, Conn.

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

ENGLISH ET ALS.

V.

ENGLISH ET ALS.

The separate answer of Leon Carr, Raymond Carr, Ethel Carr, Doris Carr, George Carr and Mildred Carr, infants under the age of twenty one years by George F. Whitley, their guardian ad litem appointed to defend them in this suit, to a bill of complaint filed against them and others in the Circuit Court of Isle of Wight County by John T. English and others complainants.

These respondents, reserving to themselves the benefit of 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, by their said guardian ad litem, answer and say:

That they are infants of tender years, and by reason of their infancy are incapable of understanding or of taking care of their rights and interests herein; and that they therefore commend themselves and their rights and interests to the protection of this court and pray that no decrees may be entered that will tend to their prejudice.

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.

Leon Carr, Raymond Carr, Ethel Carr, Doris Carr, George Carr, Mildred Carr
Geo F Whitley
Guardian ad Litem for *Leon Carr, Raymond Carr, Ethel Carr, Doris Carr, George Carr, Mildred Carr*
By *Geo F Whitley*
Guardian ad Litem.

Subscribed and sworn to before me, Parke P. Deans a Commissioner in Chancery for the Circuit Court of Isle of Wight County, Virginia, in said County, this 5th day of July, 1921

Parke P. Deans
Commissioner in Chancery.

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English et als.

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English et als.

Answer of Guardian ad Litem

Filed July 5-1921.

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

The Linden Printing Company, Hartford, Conn.

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

John T. English, Mattie S. Fraser, J. H. English Jr.,
W. N. English, Lillie Gilmore, Daisy V. Howell and
Lelia Bradshaw
COMPLAINANTS

VERSUS

S. J. English, Hattie Duck, Mattie J. Howell,
Willie Carr, Leon Carr, Raymond Carr, Ethel Carr,
Doris Carr, George Carr and Mildred Carr, the last
six being infants
DEFENDANTS

To the Honorable B. D. White, Judge of the Circuit Court
of Isle of Wight County, Virginia:

Your complainants, John T. English, Mattie S. Fraser
J. H. English Jr., W. N. English, Lillie Gilmore, Daisy V. Howell
and Lelia Bradshaw, respectfully represent as follows:

That your complainants' father and mother, J. H.
English and Martha J. English, were in their life time seized
and possessed of certain real estate in Windsor Magisterial
District, Isle of Wight County, Virginia, containing 25 acres,
more or less, near Walters. It being a part of a tract of land
conveyed to them by Robert Bland and wife, dated April 27th, 1895
and recorded in the Clerk's Office of Isle of Wight County in
Deed Book 59 page 475;

That while so seized and possessed, the said Martha
J. English died on the ___ day of December, 1913 and the said J. H.
English died on the 9th day of April, 1921, intestate, leaving
your complainants and S. J. English, a son and the following
children of of Indianna V. Carr, a daughter, who died on the
16th day of August, 1915 (her husband, Geo. W. Carr died Septem-
ber 13th, 1916): Hattie Duck, Mattie J. Howell, Willie Carr
who are of age, and Leon Carr, Raymond Carr, Ethel Carr, Doris
Carr, George Carr and Mildred Carr who are infants;

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 part and the sale of the residue:

In consideration whereof, and forasmuch as your complainants are remediless in the premises save by the aid of a court of equity, they pray that the said S. J. English, Hattie Duck, Mattie J. Howell, Willie Carr, Leon Carr, Raymond Carr, Ethel Carr, Doris Carr, George Carr and Mildred Carr, 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 infants by guardian ad litem; that a proper guardian ad litem be appointed in this cause for said infants, 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 divided, that it may be sold and the proceeds divided among the adult and infants parties according to their respective rights, the shares 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; and 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.

Notice is hereby given that the Court will be asked to allow reasonable attorney's fee to Parke P. Deans, counsel for the complainants, for services rendered and to be rendered

in this suit, out of any funds coming under the control of the Court in this cause.

And they ever pray etc.,

John English
Mathie Strawn
W English Jr.
W English
Lillian Gilman
Daisy Howell
Lillian Bradburn
} Counsel

Complainants,

Charles Deane
Counsel

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English et als

v.

English et als.

Bi l of Complaint

Filed July 5-1921.

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

The Linden Printing Company, Hartford, Conn.