

1924-022 Chancery Causes, Sarah A. White v Joseph A. White vs Olive N. Hoyt, by v c
Isle of Wight County

Folder 1
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other surnames: Scott,
English, Whitley, Williams,
Rowell, [Merchants & Farmers
Bank, Incorporated], Chapman,
Adelstein, Libby, Lennon,
Thomas, Langhorne, Womble,
Rodgers

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

SARAH A. WHITE and J. A.
WHITE, Plaintiffs,

v.

OLIVE N. HOKIT, Defendant.

Bill in Chancery.

*in Open Court
Filed and Docketed
March 17-1913
Jst. C. H. Johnson, Clk.*

JOHN N. SEBRELL, JR.
Attorney and Counsellor at Law
NORFOLK, VIRGINIA
525-527 SEABOARD BANK BUILDING

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 said real estate or by an allotment of part and sale of the residue.

Your complainants further state that the value of the real estate herein mentioned consists mostly of the buildings thereon located; that the said buildings are now very much in need of repairs and are rapidly decreasing in value in that it would undoubtedly be to the best interest of the said infant that the said real estate should be sold and the proceeds divided according to the interest of the said parties.

IN TENDER CONSIDERATION WHEREOF, and for as much as your complainants are remediless in the premises save by the aid of a court of equity, where matters of this kind are alone and properly cognizable, your complainants pray that the said Olive N. Hoxit may be made a party defendant to this bill, and required to answer same, but answer under oath being hereby waived; that a proper guardian ad litem be assigned the infant defendant to defend her interest in this suit, who shall also answer this bill; that the proper process issue; that the said real estate be divided between the several parties entitled thereto, and your complainant's portion thereof be allotted to her, and in case the said real estate cannot be partitioned and divided in kind, that the same be exposed to sale, and the proceeds of such sale be divided among the parties entitled thereto; that all proper orders and decrees may be made, and proper inquiries be directed; that a reasonable fee be paid your complainant's attorney for his services in this cause, and that all such other, further and general relief may be afforded your complainant as the nature of her case may require, or to equity shall seem meet.

And your complainant will ever pray.

[Signature]
P. Q.

[Signature]
[Signature]

part of this bill;

2. All of that certain house and lot with its store and tenements in the town of Smithfield on the West side of the Main Street of the said town adjoining the lots on which he now resides, adjoining the lot of A. J. Cofer. Margaret Marshall, and the land of O. G. Delk, and now known as the Joseph A. White lot; a copy of the said deed being hereto attached and prayed to be read as a part of this bill.

That the said Emma J. White left surviving her a husband J. A. White, and two children, namely: Ercelle M. White, who afterwards intermarried with Floyd Scott, and after his death with Edgar English, and the said Olive N. Hoxit (nee White), who is now an infant over the age of fourteen years;

That since the death of the said Emma J. White her said daughter, Ercelle M. English, and her husband conveyed to the said Sarah A. White all her right, interest and title in and to the above mentioned and described lands, the said interest being an one-half interest, subject to the curtesy estate of the said J. A. White, as will appear by copies of two deeds of the said Ercelle M. English et vir. to the said Sarah A. White, which are hereto attached and prayed to be read as a part of this bill;

That the said J. A. White is entitled to an estate by the curtesy in the entire lands above mentioned and described, and that the said Olive N. Hoxit is entitled to one-half of the said land, subject to the estate by the curtesy of the said J. A. White, and your orators further state that the said real estate is, as they believe, susceptible of partition among the parties entitled thereto, but if it be not, then your complainants desire the same to be sold and the proceeds divided among the adult and infant parties according to their respective rights, the share of the said infant to be held as directed by the statutes in such cases made and provided. Should the property not be divisible in kind, your complainants believe

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

SARAH A. WHITE AND J. A. WHITE.

Plaintiffs,

)
v. (
)

IN CHANCERY.

OLIVE N. HOXIT, Nee White,

An infant,

Defendant.

TO THE HONORABLE B. D. WHITE, Judge of the Circuit Court of
Isle of Wight County:

Humbly complaining sheweth unto the Court your complainants. Sarah A. White and J. A. White, that Emma J. White departed this life intestate during the month of June, in the year 1900, seized and possessed of the following real estate, in the Town of Smithfield, County and State aforesaid:

1. All that certain tract, piece or parcel of land lying, being and situate in the Town, County and State aforesaid, known as the "Gun House lot", bounded as follows: Beginning at the junction of the line between J. O. Thomas and the said Gun House lot, on Main Street of the said town a culvert which is the corporate limits of the said town, thence running up between the said Street and the said Gun House lot, a distance of about Seventy Eight feet to an oak tree, thence back through the said Gun House Lot in a straight line about (187) One hundred and Eighty Seven feet to a cherry tree, thence in a straight line parallel with said street to the line above mentioned, between the said Gun House Lot, and J. O. Thomas line, thence up said line to the point of beginning; a copy of the said deed being hereto attached and prayed to be read as a

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Sarah A. White,

ANSWER OF
VS)
GUARDIAN AD LITEM:

Olive M. Hoxitt.

Filed 3/17/1913
Test. Johnson. C.M.

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

with their costs, etc.

Olive N. Kovett

By W L Folk
Guardian ad Litem

W L Folk, Guardian ad Litem of said infant.

STATE OF VIRGINIA,

County of Isle of Wight, to-wit:

Sworn to before me in my County aforesaid by W. L. Folk, Guardian
ad Litem as aforesaid, this 17th day of March, 1913.

J. E. Pelham, N. P.
My commission expires January 14th, 1917.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA,
FEBRUARY TERM, 1913:

* * * * *
Sarah A. White,.....Plaintiff,
- VS -
Olive M. Hoxitt,.....;...Defendant.
* * * * *

-----oOo-----

The answer of Olive M. Hoxitt, an infant under the age of fourteen years, by ^{W. L. Foch} George P. Whitley, a discreet and competent Attorney at law, her Guardian ad Litem assigned to defend her in this suit, and the answer of the said ^{W. L. Foch} George P. Whitley, Guardian ad Litem of the said infant defendant, to a bill of complaint exhibited against the said infant, by Sarah A. White, in the Circuit Court for the County of Isle of Wight.

For answer to the said bill the said infant defendant, by her Guardian ad Litem answers and says that being of tender years, she does not know what her true interest is in relation to the subject matter of the said bill, nor does she know whether the statements therein contained are true or not. She confides the protection of her interest therein to the care of the Court. And the said guardian ad litem of the said infant defendant for answer to the said bill answers and says that he knows nothing as to the truth or falsity of the statements in the bill contained. He prays full protection for the infant defendant. And now, having fully answered, these defendants pray to be hence dismissed

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Sarah A. White,

ANSWER OF
VS)
OLIVE N. HOKITT:

Olive N. Hokitt.

*Filed 3/17/1913
Jst. Abraham
Cea*

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

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA,
FEBRUARY TERM, 1913:

* * * * *
Sarah A. White,.....Plaintiff,
- VS -
Olive N. Hoxitt,.....Defendant.
* * * * *

-----OOO-----

The answer under oath of Olive N. Hoxitt, an infant under the age of twenty-one but over the age of fourteen, to a bill of complaint exhibited against her by Sarah A. White, in the Circuit Court for the County of Isle of Wight.

For answer to the said bill this defendant says that she is sixteen years of age; that she, by reason of her tender years, knows but little of the allegations of the said bill; so far as she does know, she believes the same to be true; and that she sees no reason why the prayer of the bill should not be granted, and accordingly she concurs therein, but she relies upon the Court to protect her interest. And now, having fully answered, she prays to be hence dismissed with her costs.

And she will ever pray, etc.

Olive N. Hoxitt.

STATE OF VIRGINIA,

County of Isle of Wight, to-wit,

Sworn to before me in my County aforesaid by Olive N. Hoxitt, this
17th day of March, 1913.

J. E. Pelman Notary Public.
My commission expires Jan 14th, 1917.

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Report on dec of
research

White et al

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Hay is

Filed April 11-1913

Wm. Johnson et al

White?

A. Yes, sir.

Q. Where did you obtain the money to do this work?

A. My wife, Emma J. White, owned a piece of land located over the bridge from Smithfield, which was sold by direction of the Court, and the proceeds were spent in making these repairs and doing the building, by direction of the Court.

And further this deponent saith not.

Jos A White

Q. How much rent do you receive from that?

A. \$6.00.

Q. What do you consider the fee simple value of the "Gun House" lot?

A. Well, when in good condition, it is worth \$1,000.00, but today with things in such bad shape, \$800.00.

Q. What could you rent the store and dwelling house, which are practically under the same roof, for?

A. Well, I could'nt tell you. I have tried for two years to rent the store house out for \$12.00 per month, but it is in such bad shape I could'nt rent it at all. I suppose the two together would rent for \$15.00 per month.

Q. What is the present condition of the dwelling house?

A. Well, the dwelling house is in bad shape. The rear part of it needs repairing right much; all of it leaks; it needs painting and overhauling.

Q. How long has your first wife been dead?

A. About twelve years.

Q. Have you put any repairs on this property since her death?

A. O yes; put right much repairs on it; built the store house since her death.

Q. Did your first wife leave a will?

A. No, sir.

Q. How did your present wife, Sarah A. White, acquire an interest in this property?

A. By purchase from my daughter, Erscell M. English.

Q. Are these two children, Erscell English and Olive Hoxitt, all of the children of your first wife?

A. Yes, sir.

Q. Mr. White, you state that you built the store house on this lot and made repairs since the death of your first wife, Emma J.

Q. Was he ever taken up by the authorities on a charge of bigamy?

A. Yes, sir.

Q. Was he ever tried?

A. No, sir; he paid his bail, I believe.

Q. By paying his bail do you mean that he was let out on bail and has left, and defaulted in his bail bond?

A. Yes, sir.

Q. How long has he been away?

A. A month or more, I reckon.

Q. Have you heard from him since he has been gone?

A. No, sir.

Q. Do you know whether or not your daughter has heard from him?

A. I don't think she has.

Q. Mr. White, are you now living in any part of this property?

A. Yes, sir; I occupy the dwelling house, and store, which is adjoining the dwelling house.

Q. Do you rent the "Gun House" lot?

A. Yes; I rent it out sometime, when I can get anybody to rent it.

Q. How much do you get as rent for it?

A. I am getting \$8.00 for it now.

Q. Are you able to keep this place rented out all the time?

A. No, sir; not half the time.

Q. What is the present condition of the "Gun House" lot?

A. Bad shape.

Q. How many buildings on the "Gun House" lot?

A. Not but two; a shop and a little tenant house by the side of it.

Q. Is the tenant house now rented?

A. It is right now, but it don't stay rented half of the time.

Joseph A. White, being first duly sworn, deposeth and saith
in answer to interrogatories, as follows:

EXAMINATION BY MR. WILLIAMS:

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

A. Joseph A. White; sixty-nine years old; Smithfield, Virginia;
merchant.

Q. Mr. White, are you the life tenant in the property mentioned in the bill in this suit?

A. Yes, sir.

Q. Who is Sarah A. White, one of the plaintiffs in this suit?

A. My wife.

Q. How old is she?

A. 32 years.

Q. Who is Olive N. Hoxit?

A. My daughter by my first wife, Emma J. White.

Q. How old is she?

A. She is now about sixteen.

Q. Is your daughter married?

A. Yes, she is supposed to be.

Q. When was she married?

A. Why, I think it was in December, last.

Q. Where?

A. At Windsor, Virginia.

Q. Is she now living with her husband?

A. No, sir; she is living in Smithfield.

Q. Where is her husband?

A. Unknown.

Q. Has he left her?

A. I think he has.

Q. Why did he leave her?

A. He has another wife, I believe.

assessed against her?

A. I do not know, but I think not.

Q. What is the present condition of the "Gun House" lot, now occupied as a blacksmith shop?

A. About as bad as could possibly be.

Q. What is the risk from fire?

A. Well, I don't know. The risk is no worse there than any where else in town, and it is very seldom a blacksmith shop ever burns up.

Q. What is the condition of the home lot, which is occupied for a dwelling house and store combined?

A. Well, I don't know about the inside, but the outside and back of the house and porch and the buildings in the back yard, and store, are in about as bad condition as they could be.

Q. What is your opinion as to the likelihood of property advancing in the Town of Smithfield, in value?

A. I don't see any.

Q. Do you know of any party in interest who will take the property at a fair price and pay the other for their interest therein?

A. I do not.

Q. Mr. Libby, do you think it would be to the interest of the parties in this suit, and especially to the infant defendant, to allot a part of the property to any party in interest and to make sale of the residue?

A. I don't know how it could be divided except to sell it as a whole and divide the proceeds.

And further this deponent saith not.

J A Libby

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

EXAMINATION BY MR. WILLIAMS:

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

A. J. A. Libby; fifty-six years old; Smithfield, Virginia,
meat business.

Q. Mr. Libby, are you acquainted with the property in the
Town of Smithfield of which Joseph A. White is now the life tenant?

A. Yes.

Q. Please state what you consider is the fee simple value of
this property?

A. There are two lots; one on one side of the street and one
on the other. The lot on the South side, known as the "Gun House"
lot, which is now occupied as a blacksmith shop, \$800.00, and the
home lot and store lot combined, \$1,700.00.

Q. Mr. Libby, the remainder of this estate, one-half goes to
Sarah A. White and one-half to Olive M. Hoxitt, who is an infant.
Can this property be conveniently divided in kind among these sev-
eral parties?

A. I don't see how it could.

Q. Would it be to the advantage to the infant defendant to
make sale of this property and divide the proceeds, the share of the
infant to be invested as the Court shall direct?

A. I should think so.

Q. Do you think that this would be the only way to make a pro-
per division of this property?

A. I don't see how they could divide it any other way, without
one party paying the other one some money.

Q. Do you know whether or not the infant would be able to take
any part of the property and pay any amount of money that might be

ties, and especially the infant defendant, to sell the whole of the property by public sale and divide the proceeds?

A. Yes, sir.

Q. Mr. Adelstein, what is the present condition of this property at this time, and I wish you to state the condition of each lot separately?

A. Well, so far as I can see, the South side lot - the "Gun House" lot - is in very bad shape; needs repairs. The other lot, as far as I can see, I hav'nt been on the inside of the house, but right back of it is in pretty bad shape.

Q. Mr. Adelstein, is property in Smithfield enhancing in value?

A. No, sir.

Q. Is it decreasing in value?

A. Yes; I think so. It has decreased from 25 to 40% in the last five years.

Q. Can you conceive of any condition that is likely to take place in the near future which would cause property in Smithfield to again raise in value?

A. I could'nt tell you that; ~~I am no mind reader~~, but I don't see any prospects now.

And further this deponent saith not.

Ed Adelstein

E. Adelstein, being first duly sworn, deposeseth and saith
in answer to interrogatories, as follows:

EXAMINATION BY MR. WILLIAMS:

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

A. E. Adelstein; thirty-eight years old; Smithfield, Virginia;
jeweler.

Q. Mr. Adelstein, are you acquainted with the property in the
Town of Smithfield, now owned by Joseph A. White for life?

A. Yes.

Q. Please state what you think the annual valuation of this
property, and the fee simple value?

A. The "Gun House" lot would rent for 5 to \$8.00 per month,
and the store house and dwelling house lot, in the condition it is
now, I think \$20.00 would be a fair price for it.

Q. Mr. Adelstein, the bill states that Joseph A. White is a
life tenant of this property, with the remainder in Sarah A. White
and Olive M. Hoxitt, who is an infant; do you think that a conve-
nient division of this property in kind can be made between the
parties who are interested?

A. I think it would be best to sell it by public sale, and
divide the proceeds.

Q. Do you know whether any party in interest will take the share
of the other party and pay to that party such sum of money as his
or her interest may entitle them to?

A. No, sir.

Q. Do you think that a part of this property could be allotted
in kind, and the balance sold and a convenient division of the pro-
ceeds be made?

A. I think not.

Q. Do you think that it would be to the interest of all par-

A. I hardly think so.

And further this deponent saith not.

J. M. Chapman

divided equally among the separate parties entitled to share therein at this time?

A. I know of no reason why it couldn't.

Q. Do you mean by that, a physical division of the property or a division of the proceeds from a sale?

A. Either.

Q. Which method of dividing the property do you consider would be to the interest of the infant defendant?

A. By a sale.

Q. Mr. Chapman, you have stated that this property can be divided physically, or the proceeds from a sale thereof; and you have also stated that in your opinion a division of the proceeds from a sale thereof would be more advantageous to the infant defendant. Please state why you think that the infant's interest would be promoted by a sale and a division of the proceeds?

A. Because the property is decreasing in value.

Q. What protection has this property from fire?

A. Not any more than any other property in town.

Q. Do you consider that the risk of fire at that point is as great, or greater than in any other part of the town?

A. I don't know about that. That blacksmith shop is a right bad risk I should think.

Q. Can you make such a division of this property as will be practical without one of the parties in interest paying to the other party a sum of money in addition to the lot which he might take?

A. I don't think you could.

Q. Do you consider, Mr. Chapman, though you say it is possible to make a physical division of this property, that it would be convenient and practical to do so.

Q. Do you think that it would be to the interest of the infant defendant to have a division of this property at this time, or do you think that her interest in the property will be worth more at some later period of time?

A. I think now is as good time as any.

Q. Is property in the Town of Smithfield and in its vicinity, and I mean lots and not farm land, enhancing in value to any great extent at this time?

A. I consider they have decreased in value 25% in the last five years.

Q. Do you think that this decrease is apt to continue to any length of time?

A. I think it is about at a level now.

Q. Can you conceive of any condition that is likely to occur that will cause any material increase in the near future, or reasonably near future?

A. None that I can think of.

Q. If this property is sold, would you recommend a sale of the entire property as a whole, or would you recommend a sale of each alone?

A. I would recommend it to be sold separately.

Q. By each alone, I mean each lot on either side of the street. Now do you think that it would be more advantageous to sell the home lot, - the dwelling house and store - separate, or as a whole?

A. I think it should be sold as a whole.

Q. Is the store house and dwelling house in separate buildings or under one roof practically?

A. Practically under one roof.

Q. Mr. Chapman, this property is now owned for life by Joseph A. White, who is now sixty-nine years of age, and one-half of the remainder owned by Sarah A. White and one-half owned by Olive M. Hoxitt, the infant defendant in this cause: Can this property be

A. J. M. Chapman; thirty-five years old; Smithfield, Virginia; merchant.

Q. Are you familiar with the property of which Emma J. White died seized and possessed, familiarly known as "Joe White's Bottom"?

A. Have been knowing it all my life.

Q. What is the fee simple value of that property?

A. To the best of my judgment, about \$2,500.00.

Q. What value do you place on the lot known as the "Gun House" lot, on the South side of Main Street?

A. About \$800.00.

Q. That would leave the balance of the property on the other side of the street, on the home lot, about \$1,700.00, is that correct?

A. Yes.

Q. What is the general condition of the buildings on both of these lots?

A. In very bad shape.

Q. What is the annual value of this property? By that I mean, what would it rent for a year?

A. I believe he says he gets \$12.00 per month for the "Gun House" lot.

Q. What is a fair rental value of the home lot, including the store and residence?

A. They will rent for twice as much, alright; \$25.00 per month I guess - I don't know whether it would now or not, because it is in pretty bad shape.

Q. In the present condition, how long do you think it would be before these houses will not be fit for occupancy, unless further repairs are placed on them.

A. Practically so right now.

QUESTIONS BY THE COMMISSIONER:

The depositions of J. W. Chapman, and others, taken before me, A. S. Johnson, a Commissioner in Chancery of the Circuit Court of the County of Isle of Wight, State of Virginia, to be read as evidence in the suit of Sarah A. White et al. vs. Olive H. Hoxit, an infant, in the office of George F. Whitley, attorney at Law, in the Town of Smithfield, County of Isle of Wight and State of Virginia, on the 11th. day of April, 1913, in the presence of E. H. Williams, counsel for the complainants, and George F. Whitley, guardian ad litem for the infant defendant, and also counsel for said infant defendant,

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

EXAMINATION BY MR. WILLIAMS:

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

not, as appears of record, been redeemed up to this time.

Your Commissioner also finds two deeds of trust, unsatisfied, against the interest of Sarah A. White, to-wit:

1st. one bearing date on the 18th. day of January, 1911, to George F. Whitley, Trustee, to secure to E. H. Williams, Attorney, the payment of the sum of \$150.00

2nd. The other bearing date on the 24th. day of October, 1911, to James R. Rowell, junior, Trustee, to secure to The Merchants and Farmers Bank, Inc. and to George F. Whitley, Committee, the payment of the sum of \$750.00.

Carpenter
v.
Garrett,
75-Va.129.

The parties to this cause are, Sarah A. White, Joseph A. White and the said Olive N. Hoxit. Olive N. Hoxit, as appears of record, was, on the 7th. day of December, 1912, in the County of Isle of Wight, married to one Wilk Hoxit, who, so far as your Commissioner is informed, is now living. From the evidence it appears that the said Wilk Hoxit is ~~no~~ charged, before a Justice of the Peace of this County, with Bigamy, and has defaulted in his recognizance to stand trial for said offense, and is now a fugitive from justice. As no estate of inheritance is in the defendant herein, the said Olive N. Hoxit, your commissioner believes that the said Wilk Hoxit is not a necessary party to this suit. No issue has been born of the said marriage, and the property in question passes to the said defendant by descent.

It appears from the testimony that property in Smithfield is not enhancing in value, and it is probably true, from the advice of such testimony, that the sooner this property is partitioned among the parties, the better, and considering, also, the ruinous condition of the buildings, and the fact that the property is not increasing in value, that the interest of the said infant defendant would be promoted by a sale of the property as soon as reasonably can be had.

Respectfully submitted,

Pass fee \$1750

[Signature]
Comr

That the property in the Bill mentioned cannot be conveniently and advantageously divided in kind among the several parties entitled thereto. This property consists of two lots in the Town of Smithfield, in this County, on opposite sides of the Main Street, one known as the Gun House lot and the other the Home lot or dwelling house and store, which are practically under the same roof, being combined as one building. The one which composes the storehouse and dwelling house is much more valuable than the other lot.

It does not appear in evidence that any of the parties in interest are willing to take the entire property and pay for the other shares.

It appears from the evidence that a sale of the whole property, selling the two lots separately, that is to say, sell the Gun House lot alone and then sell the dwelling house and store lot, which is combined, as one lot, making two lots, is the most advantageous way, and also the most convenient way, to make a division of the said property.

Emma J. White, a former wife of Joseph A. White, died seized and possessed of the two lots herein before mentioned, and which are fully described in the Bill and exhibits filed therewith, the fee simple value of which, in the aggregate, \$2500.00, the Gun House lot being estimated to be worth the sum of eight hundred dollars, and the lot on the opposite side of the Street, the sum of seventeen hundred dollars; and the annual value is estimated to be from five to twelve dollars, and twenty to twenty five dollars, respectively. It appears, however, from the evidence, that the Gun House lot is not always easily rented.

Joseph A. White is the life tenant of this property, with remainder, at his death, to Sarah A. White, (one half interest) and Olive M. Hoxit, the infant defendant herein, (one half interest).

Your Commissioner finds that this property (both lots) were sold to the Commonwealth for taxes for the year 1910 and have

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

SARAH A. WHITE ET AL,.....COMPLAINANT

vs) CHANCERY.

OLIVE N. HOXIT, AN INFANT,.....DEFENDANT.

E. H. Williams,p.d.
Geo. F. Whitley,p.d.
✓ Geo. F. Whitley, guardian ad litem.

TO HONORABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

The undersigned, one of the Commissioners of the Circuit Court of the County of Isle of Wight, to whom has been referred the papers in the above entitled cause for a decree entered therein on the 17th. day of March, 1913, requiring certain inquiries to be made, accounts to be taken, and reported to court, respectfully reports to the Court that on the 11th. day of April, 1913, at the request and upon the agreement, of the attorneys representing all parties to this suit, bot plaintiff and defendant, and also the guardian ad litem for the infant defendant, no notice being required,, by law, to be issued and served, at the office of George F. Whitley, Attorney at Law, in the Town of Smithfield, in this County, he attended and took the depositions of J. M. Chapman, E. Adelstein, J. A. Libby and Joseph A. White, which are returned herewith, being reduced to writing, to be read as a part of this report, upon which depositions and upon reference to the records in the Clerk's Office of this Court, your Commissioner is informed and reports as follows:

\$200.00

Three (3) years after date, with interest from date payable annually on the 17th day of July of each year, we bind ourselves, our heirs, administrators and executors to pay to George F. Whitley and E. H. Williams, Special Commissioners in the suit of ~~of~~ Sarah A. White and J. A. White versus Olive N. Hoxit, nee White, or successors, the sum of Two Hundred Dollars, for value received; and we hereby waive the benefit of our Homestead Exemption as to this debt, obligation and contract.

Given under our hands and seals this 17th day of July, 1913.

Virginia: Clerk's Office of Isle of Wight County
The debt herein mentioned having been fully paid,
the Deed of Trust securing same has been
cancelled in this office.

Teste

Sarah A. White (Seal)

Joseph A. White (Seal)

\$200.00

Two (2) years after date, with interest from date payable annually on the 17th day of July of each year, we bind ourselves, our heirs, administrators and executors to pay to George F. Whitley and E. H. Williams, Special Commissioners in the suit of Sarah A. White and J. A. White versus Olive N. Hoxit, nee White, or successors, the sum of Two Hundred Dollars, for value received; and we hereby waive the benefit of our Homestead Exemption as to this debt, obligation and contract.

Given under our hands and seals this 17th day of July, 1913.

Sarah A. White (Seal)

J. A. White (Seal)

Virginia: Clerk's Office of Isle of Albemarle County.
The debt herein mentioned having been fully paid,
the Deed of Trust securing same has this day been
cancelled in this office.
Teste R. G. Edwards Clerk.
17th July 1913

\$200.00

Four (4) years after date, with interest from date payable annually on the 17th day of July, of each year, we bind ourselves, our heirs, administrators and executors to pay to George F. Whitley and E. H. Williams, Special Commissioners in the suit of Sarah A. White and J. A. White versus Olive N. Hoxit, nee White, or successors, the sum of Two Hundred Dollars, for value received; and we hereby waive the benefit of our Homestead Exemption as to this debt, obligation and contract.

Given under our hands and seals this 17th day of July, 1913.

Sarah A. White (Seal)

Joseph A. White (Seal)

Virginia: Clerk of Isle of Wight County,
The debt herein mentioned having been fully paid,
the Deed of Trust securing same has this day been
cancelled in this office.
Teste D. M. Williams
Nov 1-26

\$200.00

One (1) year after date, with interest from date, we bind ourselves, our heirs, administrators and executors to pay to George F. Whitley and E. H. Williams, Special Commissioners in the suit of Sarah A. White and J. A. White versus Olive M. Hoxit, nee White, or successors, the sum of Two Hundred Dollars, for value received; and we hereby waive the benefit of our Homestead Exemption as to this debt, obligation and contract.

Given under our hands and seals this 17th day of July, 1913.

Virginia, Clerk's Office of Isle of Wight County.
The debt herein mentioned having been fully paid,
the Deed of Trust securing same has this day been
cancelled in this office.
Teste N. G. Eames Clerk
Nov 1 - 1926

Sarah A. White (Seal)

Joseph A. White (Seal)

Received of Sarah A. White the sum of Two Hundred
(\$200.00) Dollars, cash payment as required by a decree entered in
the suit of White, et al, versus Hoxit, for the real estate men-
tioned in the bill and proceedings.

Special Commissioner.

Special Commissioner.

_____, 1913.

Draw petition
asking that the ~~the~~ allowed
that \$200.00 also Guardian
petition asking the permission
to pay salary. Anthony & to pay
the \$200.00. Date the petition
back - July 17, 1913.



COMPANY'S OFFICE BUILDING
100 BROADWAY, N. Y.

191

STAMP OF OFFICE ADDRESS

To American Surety Company of New York, Dr.

For Premium on Bonds as follows: (Smithfield, Va.)

W.

PERIOD	NAME OR TITLE	BOND No.	PREMIUM		TOTAL
Nov.12,1914 to Nov.12,1915	Geo. F. Whitley & Ano. Recvr. in re Sarah E. & Jos. A. White, vs. Olive N.Hoxit	21515/0217120	10	00	

If this bill should not be paid please return, stating the reason therefor.
It is understood when this bill is receipted that the premium is paid for the period stated, unless otherwise specified

Geo. H. Deek
1105-cc

P. E. Camp.
an hour

Sale of Valuable Real Estate in the Town of Smithfield, Virginia

By virtue of the authority vested in us by a power of attorney dated Oct. 25th, 1916, and executed by J. A. White and S. A. White, conveying to E. H. Williams and G. F. Whitley the property hereinafter described, we shall offer for sale at public auction to the highest bidder, on the premises, ~~for sale on~~

Wednesday, Nov. 15, 1916

AT 11.00 O'CLOCK A. M.

The following property, to-wit :

All that certain piece of land situate in the town of Smithfield, Isle of Wight county, known as the "Gun House Lot", bounded as follows : Beginning at the junction of the line between J. O. Thomas and the said Gun House Lot on Main street of the said town, thence running running up between the corporate limits of the said town, thence running up between the said street and the said Gun House Lot a distance of about seventy-eight feet to an oak tree, thence back through the said Gun House Lot in a straight line about one hundred eighty-seven (187) feet to a cherry tree, thence in a straight line parallel with said street to the line above mentioned between the said Gun House lot and J. O. Thomas's line, thence up said line to the point of beginning.

TERMS CASH.

E. H. WILLIAMS

G. F. WHITLEY

~~Special Commissioners~~

Attorneys in Fact

Note, \$400.00, 150.00, 250.00, secured by deeds of trust.

One note endorsed by L. L. Vellines, \$75.00.

One note endorsed by G. F. Whitley, \$75.00

One note endorsed by G.F.Whitley and E. H. Williams, \$40.00.

Total of notes,\$990.00.

S. A. WHITE, ET ALS.,
VS) CHANCERY NO. 142,
OLIVE W. HOKIT.

REPORT OF
SPECIAL COMMISSIONERS.

ERNEST H. WILLIAMS
Attorney-at-Law
SMITHFIELD, VIRGINIA

attached, and to be taken as a part of this report; that the said Special Commissioners have paid over to Joseph A. White, guardian for Olive N. Hoxit, the said amount of interest and principal, so collected, as will appear from the receipts signed by the said guardian, which said receipts are filed with this report, and, made a part thereof.

Respectfully submitted.

E. H. Williams
Special Commissioner
Wm. D. Little
Special Commissioner.

VIRGINIA:

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

SARAH A. WHITE, ET ALS.,.....Complainants,

VS) CHANCERY NO.142,

OLIVE N. HOXIT, an infant,....Defendant.

TO THE HONORABLE B. D. WHITE, JUDGE OF THE SAID COURT:

The undersigned Special Commissioners, beg leave to make the following report:

That pursuant to a decree entered in this cause on the 17th day of July, 1913, the said Special Commissioners did collect from Sarah A. White, the sum of two hundred dollars; and, did take from the said Sarah A. White, her four bonds for the sum of two hundred dollars each, dated on the 17th day of July, 1913, and payable one, two, three and four years from date, respectively; said bonds bearing interest from date: and, did collect from the said Sarah A. White, the costs and expenses of this suit, including counsel fees; and, did execute and deliver to the said Sarah A. White, a good and sufficient deed with covenants of special warranty, taking from the said Sarah A. White, a deed of trust on the property mentioned in the said decree securing the said bonds; that the said Special Commissioners have collected from the said Sarah A. White, the said bonds, together with the interest thereon, as will be shown by an account of the receipts and payments, which account is hereto

GEORGE F. WHITLEY AND E. H. WILLIAMS, SPECIAL COMMISSIONERS, IN
ACCOUNT WITH THE SUIT OF

S.A. WHITE, ET ALS.,

VS)

OLIVE N. HOXIT.

1913,
July 17,

To amt. received from
Sarah A. White, cash
payment as required by
a decree entered in
said suit on the 17th
day of July, 1913, 200.00

"

By amt. paid Jos. A.
White, guardian for
Olive N. Hoxit, as will
appear by voucher mar-
ked No. 1, hereto attached, 200.00

1914,
July 17,

To amt. received from
Sarah A. White, for
bond due on this date
on the deferred pay-
ment of the purchase
price of the property
sold in this suit, 200.00

"

To amt. of interest re-
ceived on said bond
from the said Sarah A.
White, 12.00

"

By amt. paid Joseph A.
White, guardian for
Olive N. Hoxit, as
will appear by voucher
marked No. 2, hereto at-
tached, 212.00

1915,
July 17,

To amt. received from
Sarah A. White, for
bond due on this date
on the deferred pay-
ment of the purchase
price of the property
sold in this suit, 200.00

page 2.

1915,
July 17,

To amt. of interest re-
ceived on said bond from
the said Sarah A. White,..... 24.00

"

By amt. paid to Joseph A.
White, guardian for
Olive N. Hoxit, as will
appear by voucher marked
No.3, hereto attached,..... 224.00

1916,
July 17,

To amt. received from
Sarah A. White, for
bond due on this date
on the deferred payment
of the purchase price
of the property sold
in this suit,..... 200.00

"

To amt. of interest re-
ceived on said bond from
the said Sarah A. White,..... 36.00

"

By amt. paid to Joseph A.
White, guardian for
Olive N. Hoxit, as will
appear by voucher marked
No. 4, hereto attached,..... 236.00

1917,
Jany. 1,

To amt. received from
Sarah A. White, for,
bond due on this date
on the deferred payment
of the purchase price
of the property sold
in this suit,..... 200.00

"

To amt. of interest re-
ceived on said bond from
the said Sarah A. White,..... 41.43

"

By amt. paid to Joseph A.
White, guardian for
Olive N. Hoxit, as will
appear by voucher marked
No. 5, hereto attached,..... 241.43

1113.43 1113.43

Received of George F. Whitley and E. H. Williams,
Special Commissioners in the suit of White, et al, versus Hoxit,
the sum of Two Hundred (\$200.00) Dollars, amount due Olive N. Hoxit,
it being the cash payment as made by Sarah A. White in accordance
with a decree entered in the above mentioned suit on the 17th day
of July, 1913.

Joseph A. White
Guardian for Olive N. Hoxit.

July 17th, 1913.

VOUCHER NO. 2,

\$212.00-

RECEIVED of George F. Whitley, and E. H. Williams, Special Commissioners in the suit of Sarah A. White, et als., vs. Olive N. Hoxit, the sum of two hundred and twelve dollars; the same being the amount due to me as guardian of Olive N. Hoxit, on account of the first deferred payment upon the purchase price of the land sold in the said suit.

S. A. White,
Guardian for Olive N. Hoxit.

July 17th, 1914.

VOUCHER NO. 3,

\$224.00-

RECEIVED of George F. Whitley, and E. H. Williams, Special Commissioners in the suit of Sarah A. White, et als., vs. Olive N. Hoxit, the sum of two hundred and twenty-four dollars; the same being the amount due to me as guardian of Olive Hoxit, on account of the second deferred payment upon the purchase price of the land sold in the said suit.

S. A. White

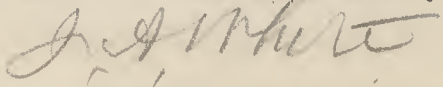
Guardian for Olive N. Hoxit.

July 17th, 1915.

VOUCHER NO. 4-

\$236.00

RECEIVED OF George F. Whitley, and E. H. Williams, Special Commissioners in the suit of Sarah A. White, et als., vs. Olive N. Hoxit, the sum of two hundred and thirty-six dollars; the same being the amount due to me as guardian of Olive N. Hoxit, on account of the third deferred payment upon the purchase price of the land sold in the said suit.



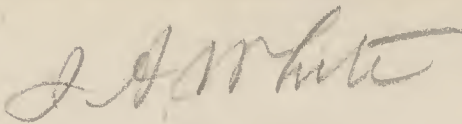
Guardian for Olive N. Hoxit.

July 17th, 1916.

VOUCHER NO. 5.

\$241.43

RECEIVED of George F. Whitley, and E. H. Williams, Special Commissioners in the suit of Sarah A. White, et als., vs. Olive N. Hoxit, the sum of two hundred forty-one dollars and forty-three cents; the same being the amount due to me as guardian of Olive N. Hoxit, on account of the fourthth deferred payment upon the purchase price of the land sold in the said suit.



Guardian for Olive N. Hoxit.

January 1st, 1917.

Received of George F. Whitley and E. H. Williams, Special
Commissioners in the suit of S. A. White, et al, vs Olive N.

Hoxit the sum of Eight Hundred & No/100 Dollars,
~~an accrued interest~~
in full settlement for my interest in the land in the bill and
proceedings of said cause mentioned and described.

Given under my hand this 33^d day of Dec. 1917.

~~Olive N. Hoxit nee Lennon nee White.~~

Olive N. Lennon nee Hoxit nee White.

Wm. Johnson

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

S.A.WHITE ET AL _____ PLAINTIFF.

V. IN CHANCERY.

OLIVE N. HOXIT _____ DEFENDANT.

TO THE HON. B.D.WHITE; JUDGE OF THE SAID COURT:

Your petitioner, the undersigned, states that she is now of the age of twenty-one years, that she became of age the 31st. day of July, 1917, that the sum due to her from the sale of her interest in the land mentioned and described in the bill of complaint in the above styled suit is EIGHT HUNDRED DOLLARS, with interest thereon from the date of ~~said~~ sale of her said interest in the said land; and therefore, your petitioner, the undersigned, prays that the said sum of money may be paid direct to her by the Special Commissioners appointed in the said cause and that her receipt to the said Commissioners shall discharge the said Commissioners and their sureties from further liability on the bond of the said Commissioners.

And your petitioner will ever pray, etc.

Olive N. Lennon nee Hoxit nee White

STATE OF VIRGINIA,

COUNTY OF ISLE OF WIGHT, TO-WIT:

I? *Johnson* _____? A COMMISSIONER IN CHANCERY OF THE CIRCUIT COURT of the County aforesaid, in the State of Virginia, do hereby certify that Olive N. Lennon, nee Hoxit, nee White, this day personally appeared before me in my said County and made oath that she is twenty-one years of age and that she became twenty-one on the 31st. day of July, 1917.

Given under my hand this 3rd. day of December, 1917.

Johnson

COMMISSIONER IN CHANCERY.

Mr. W. S. Carter

Alexander Candy Co
G. J. H. -

Bank of Trust Co.
ORDER
DEC 5
NORFOLK, VA
Tide Water
Bank

Smithfield, Va., Dec 3 1913 No. _____

The Merchants & Farmers Bank 68-234
Smithfield, Va.

PAY TO THE
ORDER OF

Chas W. S. Barr

\$ 4.50

Dollars

for J. Barr
alone

J. H. White
J. H. White

Mrs W. S. Law
Mrs J. K. Jones.
Radford Buford

Pay to the order of
The National Bank of Commerce
New York
\$15.00
151
68-36

Smithfield, Va. Dec 12 1913 No. _____

The Merchants & Farmers Bank 68-234

Smithfield, Va.

PAY TO THE
ORDER OF

Geo W. S. Cook

\$ 44.00

Dollars



PAY ANY BANK, BANKER OR TRUST CO.
OR ORDER
DEC 30 1913
National State and City Bank,
68-5 RICHMOND, VA. 68-5
JULIEN H. HILL, Cashier.



Smithfield, Va., Dec 24 1918 No. _____

The Merchants & Farmers Bank 68-234

Smithfield, Va.

PAY TO THE
ORDER OF

Mr R. S. Gantt

\$

4

Dollars

James J. White

James J. White

Mrs M. S. Carr.

Kirk Korner Pharmacy, Inc.

PR

PAY TO THE ORDER OF
ANY BANK OR BANKER
ALL PAYMENTS GUARANTEED
MERCHANTS & FARMERS BANK
PORTSMOUTH, VA 68-66
W. G. MAUPIN, JR., Cashier

Smithfield, Va. Jan 2 - 1917 No. 145

The Merchants & Farmers Bank 68-234

Smithfield, Va.

PAY TO THE
ORDER OF

Mr W. B. Carter

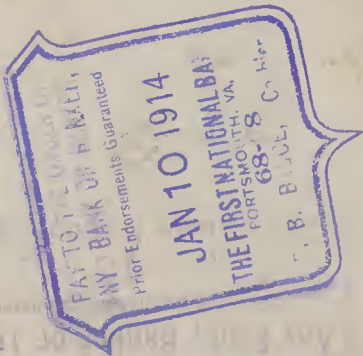
\$

145

Dollars

Mrs W. S. Carr

Misseline White
408 County St.
Portsmouth
Va





S. A. WHITE
General Merchandise

No. 11

SMITHFIELD, VA.

1914

Pay to the
order of

Mrs W. S. Casper

\$ 85.00

Eighty

DOLLARS

For Mrs Casper

TO THE MERCHANTS & FARMERS BANK.

68-234

SMITHFIELD, VA.

S. A. White

Mrs. S. W. Law.

Kirn Korner Pharmacy, Inc.

PRE

ANY TO THE OWNER OF
ANY BANK OR BANKER
MERCHANTS & FARMERS BANK
M. C. MAULIN, JR., - Cashier



S. A. WHITE
General Merchandise

No. 27

SMITHFIELD, VA.

Pay to the
order of

Ans \$25 to 25 1914

\$

100

DOLLARS

For

To THE MERCHANTS & FARMERS BANK

68-234

SMITHFIELD, VA.

THE MERCHANTS & FARMERS BANK

FEB 2 1914

Smithfield, Va.

Mrs. S. W. Carr -

gas: Alexander.
R. H. Burton
318 H. 65 to Carr

PAY TO THE ORDER OF
ANY BANK OR BANKER
PRICE ENDORSEMENTS GUARANTEED
SCHMEIDT BROS. 1914
INCORPORATED
NEWPORT NEWS, VA.
N. D. L. ON. - - Cashier.

PAY TO THE ORDER OF
ANY BANK OR BANKER
Pay to any Bank or Banker
or Order
FEB 19 1914
The Norfolk National Bank
NEWPORT NEWS, VA.
Cashier

W



S. A. WHITE
General Merchandise

No. 50

SMITHFIELD, VA.

Pay to the
order of

S. W. Carr

1914

\$ 800

DOLLARS

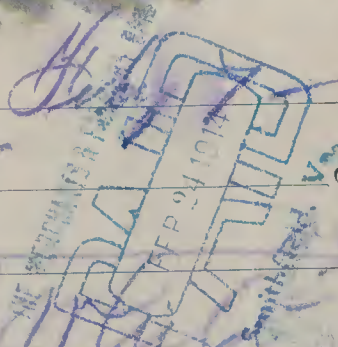
For

clean hands

TO THE MERCHANTS & FARMERS BANK.

68-234

SMITHFIELD, VA.



S. A. White

—OR—
MAR 3 1914
NATIONAL BANK OF M.

Mrs H. S. Carr

Kirn Korner Pharmacy, Inc.

PAY TO THE ORDER OF
ANY BANK OR BANKER,
WITH EXCHANGE (if desired)
MAR 1 - 1914

MERCHANTS & FARMERS BANK
68-66
Wm. G. MAUPIN, JR., Cashier.



S. A. WHITE
General Merchandise

No. 60

SMITHFIELD, VA.

July 25 - 1914

Pay to the
order of

Mr W S Galt

\$84.00

DOLLARS

For *Oliver*
TO THE MERCHANTS & FARMERS BANK

68-234

SMITHFIELD, VA.

Banker or Cashier
—OR ORDER—

17 1914

National Bank of
Norfolk, Va.
18-36

THE MONROE PHARMACY,
A. & TRANT, Prop
Successor to
TRANT & PIERCE

Mrs H. S. Can

THE MONROE PHARMACY,
A. & TRANT, Prop
Successor to
TRANT & PIERCE

18-36



S. A. WHITE
General Merchandise

No. 85-

SMITHFIELD, VA.

March 10 1914

Pay to the
order of

Mr W. S. Carr

\$ 8.00

Eight -

DOLLARS

For

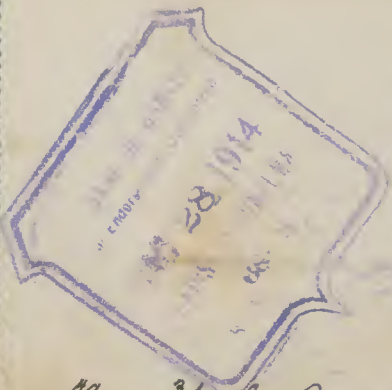
Oliver Barrett

TO THE MERCHANTS & FARMERS BANK

S. A. White
S. A. White

68-234

SMITHFIELD, VA.



Mrs H. S. Carr.

H. S. Carr

307 Effingham St.

PAID
28
The National Bank of Commerce
68-36
Cashier



S. A. WHITE
General Merchandise

No. 97

SMITHFIELD, VA.

Pay to the
order of

A. K. S. Coan

Cash

\$ 800.00

DOLLARS

For *Oliver Brown*
TO THE MERCHANTS & FARMERS BANK.

68-234

SMITHFIELD, VA.

SA White
SA White

Pay Any Bank or Cashier of the United States

OR ORDER

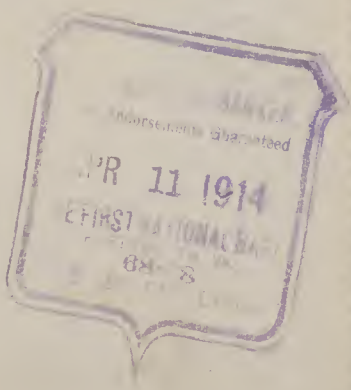
AT THE

The National Bank of Commerce

315

11

Wm. Carr
W.S. Carr.





S. A. WHITE
General Merchandise

No. 115

SMITHFIELD, VA.

1914

Pay to the
order of

\$ 8 ⁰⁰/₁₀₀

DOLLARS

For *John B. Bland*
TO THE MERCHANTS & FARMERS BANK

68-234

SMITHFIELD, VA.

PAY TO THE ORDER OF
ANY BANK OR BANKER
(All Prior Endorsements Guaranteed)

APR 27 1914

Pay Any Bank or Banker
MERCHANTS & FARMERS BANK
68-66, PORTSMOUTH, VA. 68-66
WM. G. MAUPIN, JR., Cashier.

The National Bank of Commerce
68-36 OF NORFOLK, VA. 68-36

Mrs W. J. Carr

PAY TO THE ORDER OF
MERCHANTS & FARMERS BANK
PORTSMOUTH, VA.
THE FRIEDLIN CO. Inc.

Pay Any Bank, Banker or Trust Co.
or Cashier

APR 22 1914

The National Bank of Commerce
68-36



S. A. WHITE
General Merchandise

No. 134

SMITHFIELD, VA.

20 1914

Pay to the
order of

Mr. W. S. G.

\$ 800

DOLLARS

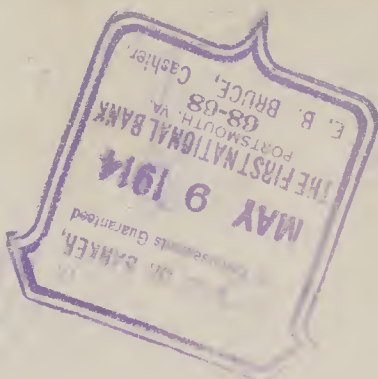
For Cash
To THE MERCHANTS & FARMERS BANK.

68-234

SMITHFIELD, VA.



S. A. White
S. A. White



Mrs. W. S. Carr.
W. S. Carr,

Pay Any Bank, Banker or Trust Co.
— OR ORDER —
MAY 9 1914
The First National Bank of Commerce
68-34 of Norfolk, Va. 68-36
W. B. BRUCE, Cashier



S. A. WHITE
General Merchandise

No. 149

SMITHFIELD, VA.

Pay to the
order of

May 6 - 1914
Mrs W. S. Gentry \$ 800 ⁰⁰/₁₀₀

DOLLARS

For Oliver B. Gentry to date S. A. White
TO THE MERCHANTS & FARMERS BANK.

68-234

SMITHFIELD, VA.

C. S. Beebe

\$ 743
700

Smithfield, Va., May 18 1914

days after date, 4 promise to pay to the

Order of L. J. Burtis, negotiable and payable, without offset, at

THE MERCHANTS AND FARMERS BANK, Inc., of Smithfield, Virginia,

for value received, with costs of collection or any attorney's fees, if incurred, in case payment shall not be made at maturity; and we, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

Seven 43 Dollars.

No. Oliver Haxit

Due Bill July 17
Century

Amable
De la Huerta

To Oliver Haxit

Pay Any Bank, Banker or Trust Co.
on order

MAY 26 1914

The National Bank of Commerce
68-66 OF NORFOLK, VA. 68-36
H. M. KERR, Cashier

Mrs H. S. Carr

Kirn Korner Pharmacy, Inc.

PRES

PAY TO THE ORDER OF
ANY BANK OR BANKER,

(All Prior Endorsements Guaranteed)

MAY 25 1914

MERCHANTS & FARMERS BANK

68-66 FORTSMOUTH, VA. 68-66

WM. G. MAUPIN, JR., Cashier.



S. A. WHITE
General Merchandise

No. 169

SMITHFIELD, VA.

Pay to the
order of

Geo. W. S. Gamm

May 22 1914

\$ 8 ⁵⁰/₁₀₀

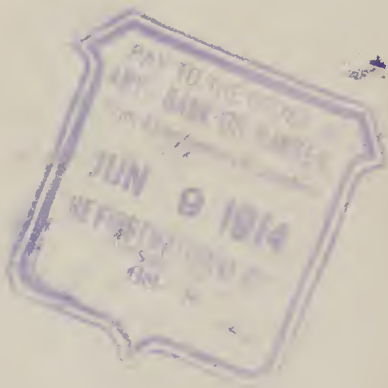
DOLLARS

For *Oliver Bond*
TO THE MERCHANTS & FARMERS BANK.

SA White
SA White

68-234

SMITHFIELD, VA.



Pay Any Bank, Banker or Order
JUN 9 1914
The National Bank of Commerce
68-30 CE NORFOLK ST.
N. H. A.

W. J. Davis
Mr. W. J. Davis



S. A. WHITE
General Merchandise

No. 186

SMITHFIELD, VA.

Pay to the
order of

Mr. W. S. [unclear]
Eight

5 1914
\$800
00

DOLLARS

For

Sliver Bonds
TO THE MERCHANTS & FARMERS BANK

68-234

SMITHFIELD, VA.



PAY TO THE ORDER OF
ANY BANK OR BANKER

(All Prior Endorsements Guaranteed)

JUN 29 1914

MERCHANTS & FARMERS BANK

68-66 PORTSMOUTH, VA 68-66

W. G. MAPPIN, JR., Cashier.

MERCHANTS & FARMERS BANK

PAY TO THE ORDER OF

Wm N. J. Cam



S. A. WHITE
General Merchandise

No. 215

Pay to the
order of

Smithfield, Va.
SMITHFIELD VA

From 24 1914
\$12.50
100

DOLLARS

For 20 and 10 cents
To THE MERCHANTS & FARMERS BANK.

68-234

SMITHFIELD, VA.

Wm. G. MAUPIN, JR., Cashier
68-66 PORTSMOUTH, VA. 68-66
MERCHANTS & FARMERS BANK
JUL 13 1914
(All Prior Endorsements Guaranteed)
PAY TO THE ORDER OF
ANY BANK OR BANKER,

Mr W D Carr

PAY TO THE ORDER OF
Merchants & Farmers Bank
PORTSMOUTH, VA.
THE FRIEDLIN CO. Inc.

Pay Any Bank, Banker or Trust Co.
OR ORDER
JUL 24 1914
The National Bank of Commerce
68-36 WASHINGTON, D.C.
J. H. KERR, Cashier
68-36



S. A. WHITE
General Merchandise

No. 240

SMITHFIELD, VA.

Pay to the
order of

Mrs W. S. Carr

July 9 1914

\$ 800

DOLLARS

For *in full for Adams Bond*
To THE MERCHANTS & FARMERS BANK.

68-234

SMITHFIELD, VA.

PAY TO THE ORDER OF
ANY BANK OR BANKER,

(All Prior Endorsements Guaranteed)

AUG 3-1914

MERCHANTS & FARMERS BANK

68-66 PORTSMOUTH, VA. NO. 66

WM. G. MAUPIN, JR. Cashier

THE MERCHANTS & FARMERS BANK
PORTSMOUTH, VA.
PAY TO THE ORDER OF
MERCHANTS & FARMERS BANK

Mrs. Carr

AUG 4 1914
The National Bank of Commerce
of Norfolk, Va.
68-36
to the Cash

68-36
 The National Bank of Commerce
 of Norfolk, Va.
 AUG 18 1914
 OR ORDER
 AUG 20 1914
 The National Bank of Commerce
 of Norfolk, Va.
 68-36
 M. M. KERR, Jr.

Mrs Carr

PAY TO THE ORDER OF
 Merchants & Farmers Bank,
 PORTSMOUTH, VA.
 THE FRIEDLIN CO. Inc.

AUG 17 1914
 MERCHANTS & FARMERS BANK
 PORTSMOUTH, VA. 68-66
 W. G. MAUPIN, JR., Cashier.

ALL Prior Endorsements Null and Void
 BANK OF BANKERS

Not Good Today



S. A. WHITE
General Merchandise

No. 287

SMITHFIELD, VA.

Pay to the
order of



\$82.00
DOLLARS

For

To THE MERCHANTS & FARMERS BANK

68-234

SMITHFIELD, VA.

Mrs. Carr.
W. C. Knight.

BY NAT'L BANK OF COMMERCE
NORFOLK, VA. or Order
SEP 1 1890
MERCHANTS & PLANTERS BANK
NORFOLK, VA.
J. L. FARRINGTON



S. A. WHITE
General Merchandise

No. 304

SMITHFIELD, VA.

Pay to the
order of



27 1914
\$ 80.00

DOLLARS

For Oliver Board
TO THE MERCHANTS & FARMERS BANK

68-234

SMITHFIELD, VA.

Pay Any Bank, Banker or Trust Co.
OR ORDER

SEP 15 1914

The National Bank of Commerce
58-36 OF NORFOLK, VA. 68-36
H. M. KERR, Cashier

Mrs W. S. Carr.

THE MONROE PHARMACY

A. S. TRANT, Prop.

Successor to

THOMAS & PERRE

SEP 14 1914

City of Tidewater, Inc.

Richmond, Va.

W. S. Carr



S. A. WHITE
General Merchandise

No. 325

SMITHFIELD, VA.

Pay to the
order of

Miss W. S. Wright



1914
\$ 8 ⁰⁰/₁₀₀
DOLLARS

For *Shiner Biscuits*
To THE MERCHANTS & FARMERS BANK.
68-234
SMITHFIELD, VA.

S. A. White
Ed. W. Lee

Mr W. D. Carr.
Business

R. M. Haylett
W. C. Haylett

SEP 28 1894
The National Bank of Commerce
OF NORFOLK, VA. 63-36
M. D. BARK, Cashier
FOR THE BANK OF COMMERCE
OF NORFOLK, VA. 63-36
RECEIVED



S. A. WHITE
General Merchandise

No. 347

SMITHFIELD, VA.



Pay to the
order of

Mrs. W. S. Lee

1914
\$87.50
DOLLARS

For
To THE MERCHANTS & FARMERS BANK

68-234

SMITHFIELD, VA.

Mrs. Carr.

M. Gaskins.

Bank of Commerce
OCT 19 1914
ORDER
Bank of Trust Co.

PAY TO THE ORDER OF
ANY BANK OR BANKER.
Endorsements Guaranteed
OCT 17 1914
FARMERS BANK
68-66
Cashier.



S. A. WHITE
General Merchandise

No. 367

Pay to the
order of



\$

16 1914
800
DOLLARS

For *in full of S. A. White*
To THE MERCHANTS & FARMERS BANK

68-234

SMITHFIELD, VA.

Wm. L. Lusk.

FIRST NATIONAL BANK
OF PORTSMOUTH

A. B. JARVIS

8.00
5.00

Pay Any Bank, Banker or Trust Co.

—ON ORDER—

NOV 4 1914

The National Bank of Commerce
68-36 of Norfolk, Va. 68-36





S. A. WHITE
General Merchandise

No. 384

SMITHFIELD, VA.

Oct 28 1914

Pay to the
order of

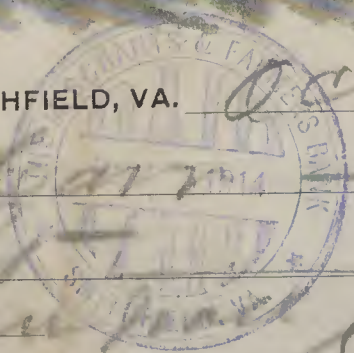
\$ 5

DOLLARS

For Eight
To THE MERCHANTS & FARMERS BANK.

68-234

SMITHFIELD VA.



Sig. White
S. A. White

Tuesday Dec. 12 - 1916.
Received of my Father
and Pardon S.A. White

1913 Oct 25 Cash \$276.

1914 Oct 25 Cash \$211.

1915 Oct 25 Cash \$217.

1916 May 30 Cash \$110.

Total amt - \$754.

Seven Hundred and
fifty four dollars.

Signed Mrs M. J. Lenn
or Olive White.

ERNEST H. WILLIAMS

Attorney-at-Law

ROOMS 6 AND 7

MITCHELL BUILDING

SMITHFIELD, - VIRGINIA

Judge B. L. White
Norfolk Va.

Dear Sir:-

twenty one (21) years of age I became
first of July last. I am now in Smithfield
Va. And my father J. A. White, has
settled in full with me. For the money
due to me for the sale of my interest
in my mother's property. I have also
signed a decree dismissing the suit
from the doct. Also receipts in full
to Mr. Williams & Mr. Whitley as
commissioners and my father as
guardian. I hope you will fix it so
my father can sell the property.

I am Very Truly Yours
Mrs M. J. Lennor Nell.
Hoxit.

ERNEST H. WILLIAMS

Attorney-at-Law

ROOMS 6 AND 7

MITCHELL BUILDING

SMITHFIELD, - VIRGINIA

Recd of My Guardian, J. A. White Eleven Hundred
and thirteen & 43/100 Dollars in full settle-
ment of all amounts due to me from
my said Guardian - the said sum
being the amount received from the sale
of my interest in the property of which
my mother died, seized and possessed -
Given under my hand this 13th day of August,
1917 -

Mrs M. J. Lennon
nee
Haxit.

4
S. A. White, et al.

Vs.) Decree.

Olive N. Hoxit.

1913
3/17/1913
Enter this.
B.D.W.

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

of a part and a sale of the residue.

FOURTH:-An account and description of all the real estate of which Emma J. White died seised and possessed, the annual and fee simple value of the said land and the respective interest of the parties to this cause in said real estate.

FIFTH:-Whether or not there are any liens on the said land for delinquent taxes, otherwise, and whether or not there are any liens on the interest of any of the parties in the said land.

SIXTH:-Whether all of the parties necessary to this cause are properly before the Court together with their age.

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

IN THE CIRCUIT COURT OF ISLE OF WIGHT,VIRGINIA.

S.A.WHITE,AND J.A.WHITE?.....PLAINTIFFS.

VS.) CHANCERY.

OLIVE N.HOXIT,NEE WHITE,AN INFANT,.....DEFENDANT.

This day came the compliants,S.A.WHITE,and J.A.White,
and by leave of Court filed their bill of Complaint and exhib-
its therewith^{and} upon motion of compliants,the Court appointed
W.L.Folk,an attorney practicing in this Court as guardian ad
litem for the infant defendant,Olive N.Hoxit,and on like motion
the said guardian ad litem filed his own answer and the answer of
the said infant to said bill,and on like motion,the said infant
(being over fourteen years of age) filed her seprate answer to
said bill,to which said answer,the compliants,by leave of Court,
replied generally,and on motion of the compliants,this cause
is placed upon the docket,and thereupon this cause came on this
day to be heard upon the bill of compliant and exhibits there-
with the answer of W.L.Folk,guardian ad litem to the infant de-
fendant and the answer of the said infant defendant by said
guardian ad litem,and upon the seprate answer of said infant
defendant and upon the general replivations to said answers.

On consideration whereof the Vourt doth adjudge,order and
decree that this cause be referred to A.S.Johnson,one of the
Commissioners of the Court,who is directed to inquire into
and report as follows:

FIRST:-Whether or not the real property in the bill
mentioned and described aan be conveniently divided between
the parties entitled to share therein.

SECOND:-If the same cannot be conveniently divided whether
any party in interest will take the entire property and pay
therefor to the other parties such sum or sums of money as
thier interest may entitle them to.

THIRD:-If the same cannot be conveniently divided and
neither of the parties in interest will take the entire
property,whether or not the interest of all parties will b e-
promoted by a sale of the entire property,or by an allotment

b

Sarah A. White, et al,

VS) DECREE:

Olive N.. Hoxit.

1913
July 17
Entered
B.D.W.

C.O.B. #7, page 185

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

cherry tree; thence in a straight line parallel with said street to the line above mentioned, between the said Gun House lot, and J. O. Thomas' line; thence up said line to the point of beginning:"

SECOND:"All of that certain house and lot with its store and tenements, in the Town of Smithfield, on the West side of the Main Street of the said town, adjoining the lots on which he now resides, adjoining the lot of A. J. Cofer, Margaret Marshall, and the land of O. G. Delk, and now known as the Joseph A. White lot:"

taking from the said Sarah A. White a deed of trust on the interest conveyed to secure the said deferred payments, or the title will be retained until the further order of the Court.

And the said Special Commissioners shall, before entering upon any of their duties under this decree, execute before the Clerk of this Court, a bond in the penalty of \$1,500.00, with good security, conditioned for their faithful performance of their duties under this, or any further decree in this suit.

And the said Special Commissioners shall make report to Court of their proceedings under this decree.

subject to the courtesy right of Joseph A. White, the husband of Emma J. White 9the Mother of said Olive N. Hoxit), and that all the necessary parties are properly before the Court, the Court being of opinion that W. N. Hoxit, the husband of said Olive N. Hoxit, is not a necessary party; and it also appearing that the taxes for the year 1910 have not been paid, and that there are two deeds of trust upon the interest of said Sarah A. White:

On consideration whereof, the Court doth confirm and approve the said report, and it appearing to the Court that the agreement above set-forth, is to the best interest of the said infant defendant, the Court doth adjudge, order and decree that George F. Whitley and E. H. Williams, who are hereby appointed Special Commissioners for the purpose, do, upon the payment of Two Hundred Dollars in cash, and the execution and delivery by the said Sarah A. White of her four bonds for Two Hundred Dollars each, payable in one, two, three and four years, respectively, from the entry of this decree, said bonds bearing interest at the rate of six per centum, payable annually, and the payment of the costs and expenses of this suit, including counsel fees, execute and deliver to the said Sarah A. White a good and sufficient deed, with covenant of Special Warranty, for the interest of the said infant defendant in the land in the bill and proceedings of this cause mentioned and described, as follows:

FIRST: All that certain tract, piece or parcel of land lying, being and situate in the Town, County and State aforesaid, known as the "Gun House lot", bounded as follows: Beginning at the junction of the line between J. O. Thomas and the said Gun House lot, on Main Street of the said town, a culvert which is the corporate limits of the said town; thence running up between the said Street and the said Gun House lot, a distance of about Seventy-eight feet to an oak tree; thence back through the said Gun House lot in a straight line about One hundred and Eighty-seven (187) feet to a

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

* * * * *
Sarah A. White and J. A. White,.....Plaintiffs,
- VS -
Olive N. Hoxit, nee White, an
infant,.....Defendant.
* * * * *

IN CHANCERY:

-----oOo-----

This cause came on this day to be again heard on the papers formerly read, and on the report of Commissioner, A. S. Johnson, filed herein on April 11th, 1913, to which report there are no exceptions, and on examinations of witnesses returned with the said report, and upon the statement of counsel representing all the parties in interest, that an agreement has been entered into subsequent to the filing of the said report, whereby it is agreed that the said Sarah A. White shall take the interest of the said Olive N. Hoxit (nee White), in the land mentioned in the bill and proceedings of this cause, paying therefor the sum of One Thousand (\$1,000.00) Dollars, payable Two Hundred (\$200.00) Dollars in cash, and the residue in four equal credit installments of one, two, three and four years, respectively, and the costs and expenses of this suit, including the counsel fees of the said plaintiffs and defendant, and was argued by counsel.

And it appearing to the Court from said report, that the said property cannot be conveniently divided among the parties, and that it would be to the best interest of all parties that the said property be sold, and the proceeds divided among the parties,

142-6460

Small white seal
to
Oliver N. Haggin

Acree —

1914

Apr. 7th
Entered
J. H. W.

C. O. B. No — p —

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Sarah A. White, et al - - - - - Plaintiffs

vs) In Chancery

Olive N. Hoxit, nee White, - - - - - Defendant.

This cause came on this day to be heard ^{again} on the papers
formerly read, ^{upon} and the statement ^{made at bar} of the Special Commis-
sioner appointed by a decree entered in this cause on
the 17th day of July, 1913, that the said Sarah A.
White has failed to comply with the terms of sale as
mentioned in the said decree.

It is therefore, adjudge, ordered and decreed that
the said Sarah A. White appear at the Courthouse of ~~Isle~~ ^{this}
~~of Wight County~~ ^{the fifth day of} on May ~~5th~~ 1914, at 11 o'clock A. M., and
~~show cause, why she should not be adjudged in contempt of~~
~~Court.~~ ^{If any, she can, why the same mentioned}
^{in said decree, and purchased by her,}
^{should not be resold to pay the money}
^{now due by her, and the interest thereon.}
^{And it is further ordered that the}
^{clerk of this Court deliver copies}
^{hereof to the Sheriff of this County to be}
^{served upon the said Sarah A. White}

S. A. WHITE ET ALS.,

VS) CHANCERY NO. 142,

OLIVE N. HOXIT,

DECREET

*I hereby Consent to
the within decree--
Mrs M J Senmore
Hoxit*

ERNEST H. WILLIAMS

Attorney-at-Law

SMITHFIELD, VIRGINIA

1917,
Jany. 11,

To amt. received from
Sarah A. White, for
bond due on this date
on the deferred payment
of the purchase-price
of the property sold
in this suit,..... 200.00

" To amt. of interest re-
ceived on said bond from
the said Sarah A. White,..... 41.43

" By amt. paid to Joseph A.
White, guardian for
Olive N. Hoxit, as will
appear by voucher marked
No. 5, hereto attached,..... 241.43

1113.43 1113.43

And, the court confirming the said report, and, no-
thing further remaining to be done in this suit, the court
doth adjudge, order and decree that this cause be stricken
from the docket.

1914,
July 17,

To amt. received from
Sarah A. White, for
bond due on this date
on the deferred pay-
ment of the purchase-
price of the property
sold in this suit,..... 200.00

" To amt. of interest re-
ceived on said bond
from the said Sarah
A. White,..... 12.00

" By amt. paid Joseph A.
White, guardian for
Olive N. Hoxit, as
will appear by voucher
Marked No.2, hereto at-
tached,..... 212.00

1915,
July 17,

To amt. received from
Sarah A. White, for
bond due on this date
on the deferred pay-
ment of the purchase-
price of the property
sold in this suit,..... 200.00

" To amt. of interest re-
ceived on said bond from
the said Sarah A. White,... 24.00

" By amt. paid to Joseph A.
White, guardian for
Olive N. Hoxit, as will
appear by voucher marked
No.3, hereto attached,..... 224.00

1916,
July 17,

To amt. received from
Sarah A. White, for
bond due on this date
on the deferred payment
of the purchase-price
of the property sold
in this suit,..... 200.00

" To amt. of interest re-
ceived on said bond from
the said Sarah A. White,... 36.00

" By amt. paid Joseph A.
White, guardian for
Olive N. Hoxit, as will
appear by voucher marked
No. 4, hereto attached,.... 236.00

VIRGINIA:

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

S. A. WHITE, ET ALS,.....COMPLAINANTS,

VS) IN CHANCERY NO. 142,

OLIVE N. HOXIT, AN INFANT,.....DEFENDANT.

-----ooOoo-----

This cause came on this day to be again heard upon the papers formerly read, and on the report of George F. Whitley, and E. H. Williams, Special Commissioners, and was argued by counsel:

And, it appearing from the said report that the said Special Commissioners have disbursed the funds in this suit as follows, as per their statement of receipts and disbursements filed with their said report, together with vouchers therefor, to-wit:

1913,
July 17,

To amt. received from
Sarah A. White, cash
Payment as required by
a decree entered in
said suit on the 17th
day of July, 1913,..... 200.00

"

By amt. paid Jos. A.
White, guardian for
Olive N. Hoxit, as will
appear by voucher marked
No.1, hereto attached,..... 200.00

White Star
13
Habit.

2
Dress
1417-73
W. 7.2
Enter this
P.D.W.

C.O.B. 7

page 431

In the Circuit Court of the County of
Lee County, Virginia -

Ed. White et al - Plaintiff
vs. The Shavers,
Oliver D. Shaver et al - Defendant.

This cause came on this day
to be again heard upon the
statement of the parties, and the
Special Commissioners that S. A.
White has agreed to meet the de-
ferred payments on the said
deed in the sum, for which a
trust was given, and a deed
is to be given to secure the pay-
ment of the said deed and was argued
by counsel.

On consideration thereof the Court
said judge, order and decree
that A. S. Johnson, Master
in the said deed, do imme-
diately proceed to see the said
deed, and the said Master
to secure the said deferred pay-
ments and upon the terms
mentioned in said deed, and
the said Master shall report to
Court how he has executed
this decree -

White slabs

146

Hoyt

March 3, 1924

Enter.

Book 8 - page 182.

White et als

V) Chancery. No. 142

Hoxit

It appearing that the term of five years having elapsed since the entry of any decree or the filing of any report herein, it is the order of this Court that the same be stricken from the docket, with the right to re-instate as provided by law.

White

White

Executed the within notice this the 30th day of April 1914 in the County
of Isle Of Wight by serving a true copy of the same on Sarah A. White
in person.

R. Augustine Edwards. Sheriff.

VIRGINIA: CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT APRIL
SEVENTH, 1914.

Sarah A. White, et al - - - - - Plaintiffs
vs) In Chancery

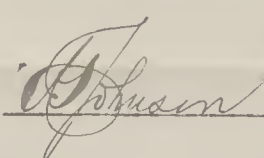
Olive N. Hoxit, nee White, - - - - - Defendant.

This cause came on this day to be again heard on the papers
formerly read, and upon the statement, made at bar, of the
Special Commissioners appointed by a decree entered in this
cause on the 17th. day of July, 1913, that the said Sarah A.
White has failed to comply with the terms of sale as men-
tioned in the said decree.

It is therefore, adjudge, ordered and decreed that
the said Sarah A. White appear at the Courthouse of this
County, on the fifth day of May, 1914, at 11 o'clock A. M.,
and show cause, if any she can, why the land mentioned in
said decree, and purchased by her, should not be resold to
pay the money now due by her, and the interest thereon.

And it is further ordered that the Clerk of this
Court deliver copies hereof to the Sheriff of this County
to be served upon the said Sarah A. White.

A copy,

Teste, , Clerk.

Whereas, J. A. White and Emma J. his wife did upon the 22nd day of April 1889, grant and convey unto K. K. Chapman Trustee all that certain piece or parcel of land lying and being in the town of Smithfield, County of Isle of Wight, and State of Virginia being that part of the "Gun House lot" which beginning at the junction of the line between J. O. Thomas and the said Gun House lot, on Main Street of the said town a culvert which is the corporate limits of the said town, thence running up between the said Street and the said Gun House lot, a distance of about Seventy Eight feet to an oak tree, thence back through the said Gun House Lot in a straight line about (187) One Hundred and Eighty Seven feet to a cherry tree, thence in a straight line parallel with said street to the line above mentioned, between the said Gun House Lot, and J. O. Thomas line, thence up said line to the point of beginning, in trust to secure to John G. Womble the payment of the bond of the said J. A. White to him for (\$324.00) Three Hundred and Twenty Four Dollars bearing even date with the said bond and payable twelve months from date with interest from date as will be seen by the Deed of the said J. A. White and wife duly recorded in the clerks office of the County Court of Isle of Wight County in Deed Book 53 page 304; and whereas it was provided in the said Deed that in the event of default in the payment of the said bond sale might be made of the said property after advertising the time terms and place of sale for thirty days prior to the day of sale.

And whereas, after the making and recording of the said Deed of Trust, the said John G. Womble intermarried with Pauline J. Jordan and afterwards departed this life leaving her his sole legatee and devisee, as will be seen by his will duly probated in the County Court of Isle of Wight County, in Will Book No. _____ page_____, who has since the death of the said John G. Womble, married Earl M. Rodgers.

And whereas after the making of the said Deed of Trust, K. K. Chapman, the trustee mentioned therein departed this life on the ____ day of ____ A. D. 18__ and M. F. Langhorne was on the motion of Pauline J. Rodgers appointed and substituted, by the County Court of Isle of Wight County at its session on the 14th day of September 1896, trustee in the aforesaid Deed of Trust, in the name place and stead of the said K. K. Chapman deceased.

And whereas, the said M. F. Langhorne substituted trustee as aforesaid under the aforesaid Deed of April 22nd 1896, default having been made in the payment of the aforesaid bond to the said Pauline J. Rodgers, did at the instance and request of the said Pauline J. Rodgers, the holder thereof advertise the sale of the aforesaid lot of land to occur on the premises in Smithfield for cash, on Thursday November 19th 1896, for more than thirty days prior to the day of sale, by printed hand bills posted conspicuously on and near the premises and at various other places in the town of Smithfield and elsewhere in the County of Isle of Wight. And Whereas, the said property after due advertisement, was on Thursday November 19th 1896, exposed to sale on the premises in the town of Smithfield as aforesaid at public auction to the highest bidder, and whereas at the said sale it was bid off by and knocked down to Emma J. White the highest bidder for the sum and price of Eleven Hundred Dollars (\$1100.00) who has paid the same.

Now Therefore This Deed made this 19th day of November between M. F. Langhorne Substituted Trustee of the town of Smithfield and County of Isle of Wight, party of the first part, and Emma J. White, of the said Town and County party of the second part,

Witnesseth, That in consideration of the sum of Eleven Hundred Dollars (\$1100.00) cash in hand paid before the signing and de-

livery of this deed, the receipt of which is hereby acknowledged, the said M. F. Langhorne the substituted trustee aforesaid doth grant with Special Warranty unto the said Emma J. White, all of that certain piece and lot of land lying and being in the town of Smithfield County of Isle of Wight and State of Virginia being a part of the Gun House Lot, which beginning at the junction of the line between J. O. Thomas and the said Gun House Lot, on Main Street of the said town at a culvert which is the corporate limits of the said town thence running up between said street and the Gun House lot a distance of a bout 78 Seventy Eight feet to an oak tree thence back through the said Gun House Lot in a straight line about one hundred and eighty seven feet (187) to a cherry tree, thence in a straight line parallel with said street to the line above mentioned, between the said Gun House Lot and J. O. Thomas line, thence up said line to the point of beginning, being the same tract of land that was conveyed by the said J. A. White and Emma J. White his wife to said K. K. Chapman Trustee recorded as aforesaid in Deed Book No. 53, page 304.

Witness the following signature and seal this 19th day of November A. D. 1896.

M. F. Langhorne, (SEAL)

Virginia,

Isle of Wight County, to-wit:

I, R. S. Thomas, a Notary Public for the County aforesaid in the State of Virginia, do certify that M. F. Langhorne, whose name is signed to the writing above bearing date on the 19th day of November A. D. 1896, has acknowledged the same before me in my County aforesaid. Given under my hand this 19th day of November A. D. 1896.

R. S. Thomas
Notary Public.

In the Clerks office of the County Court of Isle of Wight County
November 23rd 1896, this deed was presented and with the cer-
tificate annexed admitted to record.

Teste, N. F. Young Clk.

by Sam'l. H. Edwards, Deputy.

A copy,

B. H. Hinson Clerk.

-2-

Whereas, Joseph A. White and Emma J. White his wife did upon the 23d. day of November 1893, grant and convey to J. O. Thomas Trustee, all of that certain house and lot with its store and tenements in the town of Smithfield on the West side of the Main Street of the said town adjoining the lots on which he now resides, adjoining the lot of A. J. Cofer Margaret Marshall, and the land of O. G. Delk, and now known as the Joseph A. White lot, being the same lot which was conveyed to the said Joseph A. White, by Mary C. Edwards by her deed bearing date on the 30th day of December 1882, and duly recorded in the Clerks office of the County Court of Isle of Wight County, in trust to secure the sum of Five Hundred Dollars due to R. S. Thomas and evidenced by the bond of the said J. A. White to the said R. S. Thomas bearing date the 23d. day of November 1893, payable on demand with interest from date with the provisions and condition that if default should be made in the payment of the said sum of money when demanded that then the Trustee should sell the said property on the premises for cash after he had first advertised the time terms and place of sale for thirty days prior to the day of sale.

And whereas, the County Court of Isle of Wight County did upon the 14th day of September A. D. 1896, substitute M. F. Langhorne as Trustee in the aforesaid deed of Joseph A. White, and Emma J. his wife bearing date as aforesaid on the 23d. of November 1893, and duly recorded in the clerks office of the County Court of Isle of Wight County in Deed Book 58, page 339, in the name place and stead of the said J. O. Thomas trustee as aforesaid.

And Whereas, default has been made by the said Joseph A. White in the payment of the aforesaid sum of Five Hundred Dollars (\$500.00) to the said R. S. Thomas who ordered and directed the sale of the aforesaid lot of land to pay to the said

R. S. Thomas the said sum of Five Hundred Dollars and interest thereon from the 1st day of January 1895, until paid.

And Whereas the said M. F. Langhorne the Substituted Trustee as aforesaid did by printed hand bills posted conspicuously at and on the property and in the immediate neighborhood of the said property, also at many and various other public places in the town of Smithfield and in the County of Isle of Wight for more than thirty days, prior to day of sale, advertise that he would on Monday the 30th day of November 1896, in Smithfield on the premises and at public auction make sale of the aforesaid lot of land for cash.

And whereas, he did after the due and proper advertisement of the said lot of land expose the same to public auction for cash on the premises in the said town of Smithfield on the said 30th day of November A. D. 1896, when it was bid off by and knocked down to Emma J. White the highest bidder at and for the sum and price of Fifteen Hundred Dollars (\$1500.00)

Now Therefore This Deed, made this 30th day of November A. D. 1896, by and between the said M. F. Langhorne the Substituted Trustee of the town of Smithfield and County of Isle of Wight Virginia of the first part and Emma J. White of the said County, town and State of the second part. Witnesseth, that in consideration of the premises and in consideration of the payment of the sum of Fifteen Hundred Dollars, (\$1500.00) cash in hand received before the signing and delivery of this deed, the receipt of which is hereby acknowledged, the said M. F. Langhorne the substituted trustee as aforesaid, the party of the first part doth grant with Special Warranty unto Emma J. White the party of the second part the following property to-wit: all of that certain house and lot with its store and tenements in the town of Smithfield on the West side of Main Street of the said town ad-

joining the lots on which he now resides adjoining the lot of A. J. Cofer Margaret Marshall, and the land of O. G. Delk and now known as the Joseph A. White lot, being the same lot which was conveyed to the said Joseph A. White, by Mary E. Edwards by her deed bearing date on the 30th day of December 1882, and duly recorded in the clerks office of the County Court of Isle of Wight County, and is the same that was conveyed by the said Joseph A. White and wife to J. O. Thomas, Trustee by their deed of November 23rd. and duly recorded as aforesaid in Deed Book 58, page 339.

Witness the following signature and seal this 30th day of November A. D. 1896.

M. F. Langhorne, (SEAL)

Virginia,

Isle of Wight County, to-wit:

I, W. L. Folk, a Notary Public for the County aforesaid in the State of Virginia do certify that M. F. Langhorne whose name is signed to the writing above bearing date on the 30th day of November A. D. 1896, has acknowledged the same before me in my County aforesaid. Given under my hand this 4th day of December A. D. 1896.

W. L. Folk,
Notary Public.

In the clerks office of the County Court of Isle of Wight County December 14th 1896, this deed was presented and with the certificate annexed admitted to record.

Teste N. F. Young Clk.

by Sam'l. H. Edwards, Deputy.

A copy,

Teste, Johnson Clerk.

THIS DEED, Made this 16th. day of July nineteen hundred and nine, by and between Ercelle M. English, and Edgar English, her husband, of the County of Isle of Wight, Virginia, parties of the first part, and Sarah Ada White of the County and State aforesaid, party of the second part:

WITNESSETH: That for and in consideration of the sum of Six Hundred (\$600.00) Dollars, cash in hand paid, the receipt whereof is hereby acknowledged, the said parties of the first part do grant unto the said party of the second part, with general warranty, all that right, title, and interest in, and to all that certain tract, piece or parcel of land lying, being, and situate in the Town of Smithfield, in the County and State aforesaid, and bounded as follows: On the North by the lands of O. G. Dolk, deceased; on the East by the A. J. Cofer lot; on the South by Main Street, and on the west by Margaret Merriweather, it being the same lot upon which is now located the residence in which the said party of the second part lives, and also a store-house now occupied by the said party of the second part. The interest herein conveyed being the one-half interest of the said Ercelle M. English who was White, in the land herein conveyed, subject to the life-right of J. A. White.

The said parties of the first part covenant that they have the right to convey the said interest in the said land; that the same is free and clear of all incumbrances; that the said party of the second part shall have quiet and peaceful possession of said interest in said land herein conveyed; and that they, the said parties of the first part, will execute such further and other assurances of the said interest in the said land as may be requisite to make the title thereto, sure and complete forever.

Witness the following signatures and seals:

Ercell M. English, (SEAL)

Edgar English, (SEAL)

State of Virginia,

County of Isle of Wight, to-wit:

I, E. H. Williams, a Commissioner in Chancery for the Circuit Court of the County aforesaid, in the State of Virginia, do hereby certify that Ercelle M. English and Edgar English whose names are signed to the above deed, dated the 16th. day of July, nineteen hundred and nine, have acknowledged the same before me in my County aforesaid.

Given under my hand this 16th. day of July, nineteen hundred and nine.

E. H. Williams,
Commissioner in Chancery.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight July 26th. 1909, at ten o'clock A. M. this deed was received, and, with the certificate annexed, admitted to record.

Teste, A. S. Johnson C. C.

A copy,

A. S. Johnson Clerk.

THIS DEED, Made this 19th. day of December, 1910, between Ercell M. English and Walter E. English, her husband, of the County of Isle of Wight, State of Virginia, parties of the first part, and Sarah A. White, of the town of Smithfield, State aforesaid, party of the second part:

WITNESSETH: That for and in consideration of the sum of FOUR HUNDRED (\$400.00) DOLLARS, the receipt whereof is hereby acknowledged, the said Ercell M. English and Walter E. English, her husband, parties of the first part, do grant unto the said Sarah A. White, party of the second part, with General Warranty, all of their right, title and interest in the following real estate situate, lying and being in the town of Smithfield, Virginia, bounded and described as follows: On the North by the Street known as Main Street of the town of Smithfield, Virginia; on the East by the lands now owned by J. L. Underwood; on the South by the lot on which R. M. Jordan now lives and owned by the said R. M. Jordan; on the West by the Corporation line of the town of Smithfield, Virginia. It being a part of the W. A. Womble property sold and conveyed to Emma J. White, deceased; which deed of conveyance is of record in the Clerk's Office for the County of Isle of Wight.

The said Ercell M. English and Walter E. English, parties of the first part, covenant that they have the right to convey their right, title and interest in the said land to the grantee; that they have done no act to encumber their right, title and interest in the said land; that the grantee shall have quiet possession of their right, title and interest in the said land, free from all encumbrances, and that they, the said parties of the first part, will execute such further assurances of their right, title and interest in the said land, as may be requisite.

WITNESS the following signatures and seals:

Ercell M. English, (SEAL)

Walter E. English, (SEAL)

STATE OF VIRGINIA,

COUNTY OF ISLE OF WIGHT, TO-WIT:

I, George F. Whitley, a Commissioner in Chancery in and for the Circuit Court of the County aforesaid, in the State of Virginia, do hereby certify that Ercell M. English and Walter E. English, whose names are signed to the writing hereunto annexed, bearing date on the 19th. day of December, 1910, have acknowledged the same before me in my County aforesaid.

Given under my hand this 10th. day of December, 1910.

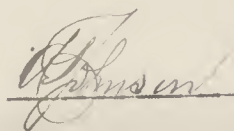
George F. Whitley,
Commissioner in Chancery.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight January 4th. 1911 at one thirty o'clock P. M. this deed was received and with the certificate annexed, admitted to record.

Teste, A. S. Johnson, Clerk.

A copy,

Teste,



Clerk.

5 1/2

Sarah A White et al
vs Chumsey
Otho N. Hax et
Copy of the Court Record

Filed

In the Clerk's Office of the
CIRCUIT COURT,

COUNTY OF ISLE OF WIGHT

this 12th day of Nov 1913

Test. Edmund Clatter

No.

Know all Men by These Presents: That we, George F. Whitley and E. H. Williams,
principal s,

and

American Surety Company of New York

surety ,

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

-----FIFTEEN 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 George F. Whitley and E. H. Williams,
have hereunto set their hands and seals,
and the said American Surety Company of New York

principal s,

surety ,

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

, its duly authorized

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

by the signature of the said A. S. Barrett

, its said agent and attorney

in fact, this, the 12th.

day of November,

A. D. 1913.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound George F. Whitley and E. H.
Williams, appointed Special Commissioners in the Chancery suit in the Circuit Court
of the County of Isle of Wight, pending, in which Sarah E. White and Joseph A.
White are plaintiffs, and Clive H. Morit, an infant, is defendant, by decree en-
tered therein on the 17th. day of July, 1913, shall, according to law, discharge
and perform the duties imposed upon them by said decree, or 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.

E. H. Williams

[SEAL]

Geo. F. Whitley,

(SEAL)

American Surety Company of New York

(Seal)

By A. S. Barrett

Its duly authorized agent and attorney in fact.

Attest: A. S. Barrett

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 12
day of November 19 13, this bond was duly executed and acknowledged by the obligors to the same
and ordered to be recorded.

A. S. Johnson

Clerk.

A copy

Countersigned: C. E. Wilson.