

1925-002 Chancery Causes - C. S. Betts, for & c vs Mary A. Daniel W. A. Daniel & al
Isle of Wight County Petition of Mary A. Daniel & Myrtle W. Everett Folder 1
440

other surnames: [C. S. Betts &
Company], Corran, Ashby, Mayo,
Lawrence, Nelms, Thomas, Chapman,
Larmer, Mood, Owens, Delk,
Parker, Minton, Branch, Whitley,
Adams, Simpson, Bunkley, Priddy,
[Home Telephone Company], Godwin,
[Bank of Smithfield], [Smithfield
Farmer]

Commissioner's Office,

Isle of Wight Va

July 9th.

1924.

To Mary A. Daniel, W. A. Daniel, Myrtle W. Everette, W. B. Everette, James C. Ashby, and Mary E. Ashby, Grace Ashby Thomas, A. F. Thomas, and D. J. Mood, Administrator of the Estate of James A. Ashby, Deceased.,

You are hereby notified that I have fixed upon the 18 day of July next, @ 3: P. M. the office of G. F. Whitley, Smithfield, Va. if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the account of James A. Ashby, deceased.,

required to be taken by a decree of the Circuit Court of the County of Isle Of Wight rendered on the 7th day of July 1924 in a suit in chancery depending in said Court between C. S. Betts & Company et als., plaintiffs.,

and

Mary A. Daniel et als., defendants.,

at which time and place you are required to attend.

Given under my hand, as Commissioner in chancery of the said court, the day and year first aforesaid.

R. A. Evans

Commissioner In Chancery.

C. S. Belth & Co.

7/11/24
7/22/24
vs.

COMMISSIONER'S NOTICE.

Mary G. Daniloff

W. E. Leuby accept
due and legal
service of the
within notice.

James C. Ashby
Mary C. Ashby

I Leuby accept
for C. S. Belth and
all other general
credit due
and legal service
of the within notice

Wm. A. Whitley
Counsel

Commissioner's Office,

Isle Of Wight County.

July 9th 1924

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To Mary A. Daniel, W. A. Daniel, Myrtle W. Everette, W.B. Everett,
James C. Ashby, Mary B. Ashby, Grace Ashby Thomas, A.P. Thomas,
and D.J. Mood, Administrator of the estate of James A. Ashby, deceased

You are hereby notified that I have fixed upon the 18th day of July next,
@ 3;P.M.
the office of Geo.F. Whitley, Smithfield
if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the account
of James A. Ashby, deceased.

required to be taken by a decree of the Circuit Court of the County of Isle of Wight
rendered on the 7th day of July, 1924 189, in a suit in chancery depending in said
Court between C. S. Betts and Company et al, plaintiffs
v)
Mary A. Daniel et al, Defendants

at which time and place you are required to attend.

Given under my hand, as Commissioner in chancery of the said court, the day and year first aforesaid.

R. Appaun D.
Com. in Chancery.

Beets et al.

vs. }

COMMISSIONER'S NOTICE.

Donnel et al.

Legal service of the
within is hereby ac-
cepted.
May A. Daniel, W.A.
Daniel Myrtle W.
Everett W. J. G. G. G.
it by W. J. G. G.
thereafter

Due and legal
service of the within
notice is hereby
accepted

D. J. M. J. G. G.
By Geo. D. H. H.
Counsel,

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

.....
C. S. Betts, trading as
C. S. Betts & Company, etc.

Vs.

Mary A. Daniel et als.

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

The undersigned, one of the Commissioners in Chancery of this Court, to whom has been referred the papers in this cause for the execution of a decree, entered therein on the 7th day of July, 1924, respectfully reports that on the 9th day of July, 1924, he issued notices to all parties to these proceedings, stating that he would on the 18th day of July, 1924, at 3 P. M., in the office of Geo. F. Whitley, Attorney at Law, in the town of Smithfield, Virginia, in this County, proceed with the execution of this decree, the said notice was duly served upon all the parties, or accepted for same, as will appear by return of the Sheriff thereon and the acceptance of said services, and are attached to this report to be read as a part thereof.

Your Commissioner attended at the time and place mentioned in said notice and then and there took the evidence of J. C. Ashby, W. J. Daniel,
and M. R. Finton,
and upon request of counsel for both plaintiffs and defendants continued the execution of the said decree and adjourned the taking of further testimony to the 21st day

of July, 1924.

Later on the 21 day of July 1924, the testimony of J. M. Branch, -and _____ was taken, all of the said testimony is herewith returned to be read as a part of this report. From the testimony taken by your Commissioner and from the examination of records your Commissioner reports as follows:

First Inquiry: When did J. A. Ashby die, whether not he died intestate?

A. J. A. Ashby departed this life at his residence in Isle of Wight County, Virginia, on the _____ day of November, 1922; he died intestate, never having made a will.

Second Inquiry: Who are the heirs of J. A. Ashby, deceased, and what interest each of said heirs has in the estate of said J. A. Ashby.

A. J. A. Ashby was twice married, first to Laura Corran, by this marriage there were four children, namely, James C. Ashby, Mary A. Ashby, who married W. A. Daniel, Myrtle W. Ashby, who married W. B. Everett and Paul L. Ashby, by his second wife who was born Josephine Parker there was one child, Grace, who intermarried with W. V. Larmer and from whom she was divorced in this Court and subsequently married A. F. Thomas, her present husband; Paul L. Ashby departed this life after having arrived at his majority on or about the ____ day of _____, 19____, unmarried, and intestate, leaving surviving him as follows: James A. Ashby, father, as his only heir at law. Therefore the said J. C. Ashby, Mary A. Daniel, Myrtle W. Everett, Grace A. Thomas would each be entitled to a one fourth undivided interest in the estate of their deceased father, James A. Ashby, subject to the payment of his debts.

Third Inquiry: Of what property James A. Ashby died,

seized and possessed, both real and personal; how he came in possession of same.

A. (a) The said James A. Ashby, by reason of the death of his son, Paul L. Ashby, became seized and possessed of the interest of the said Paul L. Ashby, the same being a one fourth interest in the Eighty eight (88) acre parcel of land known as the Easterly one half of the Gibbs tract, which said eighty eight acres of land was inherited by the said James C. Ashby, Mary A. Daniel, Myrtle W. Everett, and Paul L. Ashby, from their mother Laura Ashby. (b) Also a one fourth interest, same being the interest of the said Paul L. Ashby in thirty (30) acres of land known as one half of the Lawrence tract, which came or descended to him from his son, Paul L. Ashby. (c) Thirty (30) acres of land, the same being a one half of the Lawrence tract, which he purchased from Joseph Mayo and wife, by deed dated August 24, 1880, recorded in the County Clerk's Office of Isle of Wight County in D.B. 45, page 442, a partition suit was instituted in the Circuit Court of Isle of Wight County, under the style of J. A. Ashby vs. Ashby Infants, for the purpose of dividing the land and a deed of partition was made to the Ashby infants and J. A. Ashby by J. H. Nelms, Special Commissioner of the Court, recorded in D.B. 47, page 129. (d) ^(in part) A tract of land which he purchases from Mary Etta Nocks, conveyed to him by her deed dated December 28, 1878, recorded in the Clerk's Office of Isle of Wight County in D. B. 44, page 722, this tract is variously estimated as fifteen, eighteen and twenty five acres. (e) Attached hereto is the account of the personal property which came into the hands of the Administrator, Mr. D. J. Mood, as Administrator of the said J. A. Ashby, as reported by him to me and is to be read as a part of this report.

Fourth Inquiry: The annual and fee simple value of

the real estate belonging to the said J. A. Ashby at the time of his death, and the present fee simple and annual value thereof.

A(a) Eighty eight acres, known as the Easterly one half of the Gibbs tract and the thirty acre tract known as part of the Lawrence tract, has a fee simple value of FIVE THOUSAND dollars (\$5000.00); and an annual value of Three Hundred to Three Hundred & Fifty dollars (~~\$350.00~~ ^{\$390.00}); the said James A. Ashby died, seized and possessed of a one fourth interest in these two parcels of land, he having inherited same from his son, Paul L. Ashby.

(b) The thirty acres owned by the said James A. Ashby in fee and the fifteen acres tract (sometimes called eighteen and twenty five) known as the Nocks' tract has a fee simple value of Fifteen to Eighteen Hundred dollars (~~\$1500.00~~ ^{\$1800.00}) and an annual value of from Fifty to Seventy Five dollars (~~\$75.00~~ ^{\$50.00}).

Fifth Inquiry: The liens on said real estate or interest in real estate of said J. A. Ashby, their dignities and priorities and to whom due?

A. (a) A lien of Four Hundred twenty eight dollars and thirty cents (\$428.30) with interest from the first day of February, 1890, this item is due to the children of the said J. A. Ashby, the same having been secured by deed of trust from said J. A. Ashby to R. S. Thomas, Trustee, recorded in the said Clerk's Office in D. B. 54, page 402 in which is conveyed the property described as follows: "A tract of land situate in Roscoe Neck, in the said County containing by estimation thirty eight (38) acres, be the same more or less, adjoining the eighty eight acre tract owned by the said J. A. Ashby, R. C. Gilliam, Nat Cutchins,

it being the same tract purchased by said J. A. Ashby from Joseph Mayo and wife. A tract situate in the said Neck and County containing eighteen acres, more or less, adjoining the Avenue of R. Q. Gilliam, the thirty eight acre tract and Nat Cutchins, conveyed to the said J. A. Ashby by Mary Etta Nocks. Your Commissioner reports that the Statute of limitations has long since run and become effective as to this debt and the same is no longer a debt of the said J.A. Ashby, or an existing lien against said property.

(b) A lien of Six Hundred and fifty dollars (\$650;) evidenced by bond bearing date of January 18, 1910, payable two years after date, with interest from date, and secured by a deed of trust from said J. A. Ashby and J. C. Ashby, deed bearing date of January 18, 1910, and recorded in the said Clerk's Office in D. B. ____ page _____. The deed being made to J. T. Chapman as Trustee, and conveyed the following property: "All the right, title and interest, whatsoever might be, in certain tracts or parcels of land in said County and State, containing seventy seven and three fourths ($77\frac{3}{4}$) acres and sixty (60) acres in another tract and both known as the Old _____ tract and eighteen acres in another tract, known as the Old Nocks' tract and bounded as follows: On the North East by the road leading to Gilliam's farm; on the South west by the main road leading to Nelson Hall's old farm; on the West by J. C. Ashby. This indebtedness is due to B. F. Chapman, the interest on same paid up to 1st day of January, 1923, there is therefore due under this deed of trust the sum of Six Hundred and fifty dollars (\$650.00) , with interest from the 1st day of January 1923 until paid. While the descriptions here are vague your Commissioner reports that the same is a lien upon all of the above mentioned property, of which

J. A. Ashby died, seized and possessed and constitutes first lien upon the property after the payment of taxes and cost of this suit.

(c) The taxes on the said property for the years _____
_____ 1923 _____, amounting to this time Thirty
Five & 99/100 dollars (\$ 35.99).

Sixth Inquiry: What debts owed by the said J. A. Ashby at the time of his death, their dignities and priorities.

A. Taxes for the years _____ 1923 _____ as
aforesaid Thirty five & 99/100 dollars (\$ 35.99);
lien of B. P. Chapman, as mentioned above Six Hundred and
Fifty dollars (\$ 650.00) with
interest from the 1st day of January 1923; sundry
creditors, a list of which is hereto attached, marked
Exhibit "B", aggregating the sum of Seventeen Hundred
99/100
Fifty three & dollars (\$ 1753.99).

Seventh Inquiry: An account of the transactions of the Administrator of J. A. Ashby, deceased.

A. The account of D. J. Mood, as Administrator of J. A. Ashby, is hereto attached as a part of this report and marked Exhibit "C", which shows after the payment of certain preferred debts and cost of administration the
sum of One Hundred fifty two & 22/100 dollars (\$ 152.22) in
hand due the estate.

Eighth Inquiry: Whether not any taxes due and unpaid against the said property?

A. Taxes for the years _____ 1923 _____
due and unpaid amounting to Thirty Five & 99/100 dollars
(\$ 35.99).

Ninth Inquiry: If the real estate of interest in real estate owned by the said J. A. Ashby at his death was owned jointly by the said J. A. Ashby and others; and whether not a partition of the entire subject matter or any distinct or independent part thereof can be conveniently made to advantage among the parties entitled thereto?

A. The one fourth interest owned by the said J. A. Ashby in the 88 acre Gibbs tract and one half of the Lawrence tract containing thirty (3) acres, was owned jointly by the said J. A. Ashby and his three children, J. C. Ashby, Mary Daniel and Myrtle W. Everett, he owning one fourth and each of said children one fourth; the residue, the thirty (30) acres of Lawrence tract and the fifteen acre Nocks' tract was owned by him in fee simple. The said real estate is not susceptible of partition and partition cannot conveniently be made to the advantage among the parties participating in the subject matter and it will be to the interest of all parties to sell the entire subject matter and divide the proceeds.

Your Commissioner therefore recommends that a sale be made of the entire subject matter, to-wit: All property above mentioned and the proceeds divided among the parties thereto, after the payment of the debts due by the said J. A. Ashby, as aforesaid.

Your Commissioner gave five days notice of the time and place of the taking of this account as required by said decree.

Your Commissioner further reports that in order to pay the debts of the said J. A. Ashby it will be necessary to sell the real estate mentioned and described in the complainants' bill.

R. A. Edwards
Commissioner in Chancery.

Mr. J. C. Ashby being duly sworn deposes and saith as follows:

Q. By Mr. Whitley:

Please state your name, age, residence and occupation?

A. J. C. Ashby, age forty six, going in forty seven,
Roscoe Neck, Isle of Wight County, Virginia.

Q. By Mr. Nelms:

Are you the son of the late Mr. J. A. Ashby?

A. Yes.

Q. When did he die?

A. Died last November a year ago.

Q. 1922?

A. I think it was, November or December.

Q. Leave any will?

A. No sir, that I know of.

Q. Did you ever hear of a will?

A. No.

Q. Were you living at the time of his death next to him?

A. Yes.

Q. Your relationship with your father entirely friendly
at the time of his death?

A. Yes.

Q. Visiting each other frequently?

A. Yes.

Q. Was your mother Laura Ashby?

A. That's what they said, yes Laura Corran maiden name and
married my father.

Q. How many children by your father, give names.

A. I'll start at the oldest, Maimie- Mary Daniel, Laura is
the next one-

Q. Did she die?

A. When fourteen, died before my father died; Paul Levy is
the next one, who died when twenty eight or nine years

years old, before my father, unmarried and without children; and then a boy who died, I don't remember his name.

Q. How old?

A. Six months or eighteen months old something like that before my father died, this was told to me. Then I was born; then Myrtle Everett; then Grace, (she is my half sister), was born. Daughter of my father by another wife, who was not my mother.

Q. Then as I understand it at the time of your father's death there were three children living, Mary A. Daniel, Myrtle W. Everett, and your only brother who after reaching the age of twenty one years died, or when about twenty eight? Is that right?

A. Yes.

Q. And Grace married Mr. Thomas, now Grace Thomas.

A. Yes.

Q. Daughter of your father?

A. J. A. Ashby.

Q. Who was her mother?

A. Widow, -Parker, widow of Lightfoot, and Papa married her, you know that.

Q. Mrs. Thomas is more than twenty one years of age?

A. Yes sir.

Q. I believe your father died, seized and possessed of the following real estate: first a one fourth interest in the Easterly one half of the Gibbs tract, which he obtained by reason of inheritance from his son Paul L. this tract of land is said to contain about eighty eight acres?

A. Yes.

Q. Second: a one fourth interest in thirty acres, same being one half of the Lawrence tract, which said one

fourth interest he inherited from his son Paul?

A. Yes.

Q. Third: one half of the Lawrence tract, which he obtained by purchase from Mr. and Mrs. Mayo; fourth, a fifteen acre tract which he obtained by purchase from Mrs. Mary Etta Nocks, all situate in Roscoe Neck, Isle of Wight County, Virginia, is that correct?

A. Yes, far as I know

Q. Will you please describe this eighty eight acre parcel of land known as the Easterly one half of the Gibbs tract, answering the following questions: Whose land bounds this Easterly one half of the Gibbs tract on North?

A. County road leading from Owens Store to Carrollton on North East side.

Q. Who bounds on the East?

A. East by the Mary Etta Nocks tract, mentioned above and the Lawrence tract; on the South, Corran's Creek; on the West by my land.

Q. Now bound the Nocks fifteen acres. North by what?

A. Bounds on the North East by the County road.

Q. On the East?

A. County road again.

Q. South by the Lawrence tract?

A. Yes.

Q. West by the Easterly one half of Gibbs tract?

A. Near as I can get at it, each piece separate.

Q. The thirty acre tract, which belongs to J. A. Ashby's children, the same being one half of the Lawrence tract, how is it bounded on the North?

A. On the North by the Nocks tract, above mentioned?

Q. East- by the Mary Etta Nocks tract and the other one

half of the Lawrence tract.

Q. South by the creek?

A. Yes sir, Corran's creek.

Q. On the West by the Easterly one half of the Gibbs tract?

A. Yes.

Q. We come now to the thirty acre parcel which belonged to J. A. Ashby, the same being the other one half of the Lawrence tract, please describe that, bounded on the North by what?

A. North east by Nocks' tract.

Q. East?

A. County road leading to the Creek, Corran's creek.

Q. South?

A. By the creek.

Q. West?

A. Other part of Lawrence tract.

Q. These four parcels of land constitute one large tract?

A. Yes.

Q. Please describe the entire parcel by boundaries, first on the North?

A. County road leading from Carrollton to Owens store.

Q. East?

A. County road leading to John Shepherd's farm.

Q. South?

A. Corran's creek.

Q. West?

A. J. C. Ashby, the same being the westerly one half of the Gibbs tract.

Q. There was at the time of the death of your father a deed of trust on your father property to secure to B. F. Chapman the sum of Six Hundred and fifty dollars, it appears from that record that you signed the note and perhaps the deed of trust, broad enough to cover your

land, as well as your father's, as a matter of fact is this any part of your debt or your father's?

A. Store account, want none of mine.

Q. Not your debt?

A. No.

Q. Entirely your father's?

A. Yes.

Q. Did you go on as security?

A. That's all.

Q. Debt is no part yours?

A. None whatever.

Q. All your father's?

A. Yes all my father's.

And further this deponent saith not-

J. C. Ashby

M. R. Minton, being duly sworn deposes and saith as follows:

Q. By Mr. Whitley:

Please state your name, age, residence and occupation?

A. M.R. Minton, full name, M. Rawls Minton, Isle of Wight, Virginia, fifty two years old, farmer.

Q. Mr. Minton are you familiar with the property of which J. A. Ashby died, seized and possessed?

A. Comparitively so.

Q. You heard the testimony of J. C. Ashby, as given a few moments ago, in describing the property of J. A. Ashby, was that description correct?

A. I think so, sir.

Q. Have you been upon this property recently and if so for what purpose?

A. Yesterday, by your summons or direction and for the

purpose of putting a valuation or purchase price and rental value and to see its general condition. I went there with Mr. J. H. Branch and W. J. Daniel.

- Q. Mr. Ashby at the time of his death owned a fee simple interest in a tract of land containing fifteen or eighteen acres of land known as the Mocks' tract, also a fee simple interest in a thirty acre tract of land known as a part of the Lawrence tract and as I understand you went upon this property on yesterday with a view of assessing its annual and fee simple value, therefore I am asking what in your opinion would be a fair fee simple value?
- A. We estimated at from fifteen to two thousand dollars if you want to be exact I would say the lesser sum fifteen hundred, I mean if you didn't want to have that much margin from fifteen hundred to two thousand I would put it at fifteen.
- Q. By Mr. Nelms:
- Q. Is that for both tracts?
- A. Forty five acres. Yes.
- Q. By Mr. Whitley:
- What do you consider a fair annual value on the forty five acres of land?
- A. Fifty to Seventy five dollars?
- Q. Do you mean rent?
- A. I mean rental value.
- Q. Are there any houses on this property?
- A. Could hardly say so.
- Q. How many acres of open ground?
- A. We estimated from fifteen to twenty, not under fifteen and not over twenty.
- Q. Do you think this property, as to fee simple and annual value, is worth more at this time than it was at the time

of the death of Mr. Ashby?

A. No, I don't think it is worth any more.

Q. By Mr. Nelms:

About the same?

A. Well, if anything I should say less, it is a bad time to look at farm land now in that section on account of such weather, we have had this season.

Q. How much less would you say?

A. I don't know, it would be hard, my general impression, I saw the land soon after the death of Jim Ashby, got me to go there, not any land in that section looks like it is worth as much now as it was a year ago.

Q. Do you mean on account of the intense rain?

A. Yes, condition of the crops, the same soil is there.

Q. Mr. Whitley:

Mr. J. A. Ashby owned a one fourth interest in a tract of land containing eighty eight acres, known as the Easterly one half of the Gibbs tract as well as one fourth interest in a thirty acre tract known as a part of the Lawrence tract, both of which tracts of land adjoin each other, what would you say would be a fair fee simple value for these two tracts of land?

A. About five thousand dollars.

Q. What would be a fair annual value?

A. Three hundred of three hundred and fifty.

Q. By Mr. Nelms:

Do you mean by annual value, rental value?

A. Rental value, not having any expense of land at all, taxes and other charges come out.

Q. By Mr. Whitley:

Are the fee simple and annual values as you have just given of this property about the same as they were at the time of the death of J. A. Ashby?

A. I think they were more at the time of the death of J. A. Ashby, I don't know enough to mention the amount, the buildings have depreciated and the land gone down, don't show up as well as it did then.

Q. For reasons above mentioned?

A. Yes.

Q. By Mr. Helms:

There is on the Gibbs tract, part of the land above mentioned a dwelling, and the necessary out buildings are they not?

A. Yes, the out buildings are in very good shape.

Q. Residence a frame building?

A. Yes, fairly good shape, I never examined this particularly.

Q. By Mr. Whitley:

Mr. Minton the eighty eight acre tract of land and the thirty acre tract known as a part of the Lawrence tract is owned by Mary A. Daniel, Myrtle W. Everett, J. C. Ashby and Mrs. Grace Thomas, subject to the debts of J. A. Ashby, the said J. A. Ashby owning a one fourth interest at the time of his death, please state whether not you think this property can be partitioned to an advantage.

A. No sir, I do not, could be partitioned but I think it would decrease the value of both parts.

Q. Then how would you suggest a division of this property?

A. Well the whole and divide the money, if I had any interest It should be that way, I would want it done.

And further this deponent saith note

M. R. Minton

Mr. W. J. Daniel being duly sworn deposes and saith as follows:

Q. By Mr. Whitley:

Please state your name, age, residence and occupation?

A. W. J. Daniel, farmer, fifty two years old, Isle of Wight County.

Q. Are you familiar with the property which J. A. Ashby died seized and possessed?

A. Yes, I live right in the community.

Q. Have you been on the property recently, if so for what purpose?

A. Yesterday, for the purpose of seeing the condition and assessing value.

Q. What would you say would be a fair fee simple value of the forty five acres of land, which is composed of the Nocks tract and one half of the Lawrence tract owned by J. A. Ashby at the time of his death.

A. Fifteen hundred I think.

Q. What would you think a fair annual value?

A. Seventy five.

Q. By Mr. Welms:

Does that mean rental value?

A. Yes.

Q. Does that take in the taxes?

A. No.

Q. Owner pay the taxes?

A. Sure.

Q. By Mr. Whitley:

Is there any or would you say that there was a difference in the annual and fee simple values of this tract of land now and at the time of the death of Mr. Ashby?

A. Well, I don't think the condition is quite as good looking, course like Mr. Minton said.

Q. What would you say would be a fair fee simple value of the eighty eight acre tract known as the Easterly one half of the Gibbs tract together with the thirty acre tract known as one half of the Lawrence tract?

A. I guess five thousand.

Q. What would you think a fair annual value?

A. From three hundred to three fifty.

Q. By Mr. Kelms:

That exclusive of insurance, etc?

A. Yes.

Q. Land lord pays taxes etc?

A. Yes.

Q. By Mr. Whitley:

Would you say there was any difference in property at this time and at the time of the death of Mr. Ashby,

A. I would a little, yes.

Q. What difference?

A. Well--

Q. Not worth as much?

A. I don't think it would be, it don't look as good, property is coming down.

Q. By Mr. Kelms:

Rain conditions cause this?

A. Some, conditions don't look good to a farmer.

Q. By Mr. Whitley:

State whether not you think the eighty eight acre tract and the thirty acre tract taken together and which is owned by J. C. Ashby, Mary A. Daniel, Myrtle W. Everett, and Grace A. Thomas, subject to the debts of J. A. Ashby who owned a one fourth interest in same, can be partitioned among the parties in interest to an advantage?

A. That is hard for me to say, can't tell which would be best.

Q. Think you could get more for it sold as a whole or cut in pieces?

A. I don't know, I don't know I reckon it would bring more put up at a sale together, right hard to decide.

Q. Then if I understand you to put the property at and sell it as a whole would be to the best advantage to all parties concerned.

A. Yes.

Q. By Mr. Helms:

How far do you live from this property?

A. From this land, the County road is between us at some portion of it.

And further this deponent saith not.

W. J. Daniel

J. M. Branch, being duly sworn, deposes and saith as follows:

Q. By Mr. Whitley: Please state your name, age, residence and occupation?

A. J. M. Branch, Sixty, and then some, farmer, live in Isle of Wight County.

Q. Are you familiar with the property of which J. A. Ashby died, seized and possessed?

A. Yes, we went upon the property and viewed it on the 18th of this month.

Q. For the purpose of valuing and seeing its general condition?

A. Yes.

Q. How long have you known this property?

A. I reckon forty years.

Q. Mr. Branch, at the time of Mr. Ashby's death, he owned a fee simple interest in a tract of fifteen or eighteen acres known as the Mock's tract, also a fee simple interest in a thirty acre tract of land known as part of the Lawrence tract. As I understand it you went upon this property on the 18th for the purpose of viewing it and assessing its annual and fee simple values. Will you please state what you think would be a fair fee simple value for these two tracts of land and state whether not they adjoin each other.

A. They adjoin each other; worth I would imagine between Fifteen and Eighteen Hundred.

Q. Is that for the 45 acres?

A. Yes, the Lawrence and Mock's tract.

Q. What would you consider a fair rental value per year for this 45 acres of land.

A. No houses on it, I would say Fifty to Seventy five dollars, as there is only about fifteen to eighteen acres of open ground.

Q. Do you think this property is worth any more nor than at the time of Mr. Ashby's death?

A. No sir, I do not, don't think it is worth as much, I went upon it to appraise it last year, or soon after Mr. Ashby's death.

Q. Mr. Branch, Mr. J. A. Ashby owned a one fourth interest in a tract of land containing 88 acres, known as the Easterly one half of the Gibbs tract, as well as a one fourth interest in a thirty acre tract known as part of the Lawrence tract, both of which adjoin each other; what would you say would be a fair fee simple value for these two tracts, taken together?

A. The house is on there, and the other half of the Lawrence tract; I would say Five Thousand (\$5000.00).

Q. What would you say would be a fair rental value?

A. Around three hundred and fifty dollars (\$350.00). I should say.

Q. Is this land worth more or less now than at the time of Mr. Ashby's death?

A. I think it is worth less, because the houses have depreciated a good deal and the land don't look like cultivating, like it did during Mr. Ashby's life.

Q. Mr. Branch, the 88 acre tract of land and thirty acre tract known as the Lawrence tract owned by Mary A. Daniel, Myrtle Everett, J. C. Ashby and Mrs. Gracie A. Thomas, subject to the debts of J. A. Ashby, the said J. A. Ashby owning a one fourth interest in this at the time of his death. Please state whether not you think this property can be conveniently partitioned to advantage among the parties thereto.

A. I would not think so, because if you cut it up you destroy the value for farm purposes and that is the only purposes it could be used for.

Q. How would you suggest dividing this property?

A. Sell it and divide the money.

Q. Then as I understand it, that this property cannot be conveniently partitioned among the parties entitled thereto to advantage?

A. It don't look that way to me.

And further this deponent saith not-

Jim Branch

"Exhibit B"

List of Asundry Creditors of J. A. Ashby,
Together with Amounts due each:

Open Accounts:

D. W. Chapman-----	\$11.32 ✓
C. S. Owens---	110.47 ✓ ?
B. F. Chapman---	169.77 ✓
J. Q. Adams----	54.35 ✓
G. W. Delk---	167.27 ✓ ?
F. B. Simpson----	5.41 ✓
C. S. Betts----	271.32 ✓ ?
L. Q. Bunkley----	7.25 ✓
Home Telephone Co.--	17.66 ✓

Notes:

C. S. Betts---	267.20 ✓
C. B. Godwin----	128.75 ✓
Chas. W. Iriddy--	221.45 ✓
Bank of Smithfield-	230.32 ✓
Smithfield Farmers Inc.	90.95 ✓

\$1752.99

Secured Creditors

B. F. Chapman, note, secured by deed of trust, and interest from Jan. 1, 1923.---	\$650.00
--	----------

"Exhibit C"

D. J. MOOD, ADMINISTRATOR, IN ACCOUNT WITH THE
ESTATE OF J. A. ASHBY, DECEASED.

1922

Dec. 2.	To amt. rec'd from sale of chattel estate-----	\$471.98	
" "	By pd. J. C. Ashby-----		\$6.00 ✓
" 13	By pd. R. A. Edwards, Clerk, qualification -----		4.50 ✓
" 15	By pd. W. N. Daniel, crier's fee at sale-----		2.50 ✓
" "	By pd. Smithfield Times, advertisement-----		4.00 ✓

1923

Feb. 1.	By pd. D. J. Mood, printing hand bills-----		2.00 ✓
" 14	By pd. W. T. Seward funeral expenses-----		145.00 ✓
June 9.	By pd. W. E. Laine, Treas. taxes-----	$\frac{46.63}{34.63}$	61.28 ✓

1924

July 24.	By pd. G. F. Whitley, Attorney fee-----		15.00 ✓
" "	By pd. D. J. Mood, Adminis- trator, commissions-----		23.59 ✓
" "	By pd. W. E. Lains, Treas.-- taxes -----		35.99 ✓
	By balance in hand-----		152.22
		<u>\$471.98</u>	<u>\$471.98</u>
	To balance in hand		152.22

5
C. S. Betts & als.

1925

Mary A. Daniel et als.

Report of Ben
In chancery.

Filed July 22-1924.

Wm. R. A. Edwards.
clh

COMMONWEALTH OF VIRGINIA:

TO THE ~~SHERIFF OF ISLE OF WIGHT COUNTY~~ Sergeant of the City of Newport News, Va. Greeting:

We command you that you summon Mary A. Daniel and W. A. Daniel, her husband, Grace Ashby Thomas and A. F. Thomas, her husband

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight at the rules to be holden for the said Court on the Third Monday in June, 1924, to answer a bill in chancery exhibited against ~~them et al~~ in our said Court by C. S. Betts, trading as C. S. Betts and Co, who ~~sues~~ sues on behalf of himself and such other creditors of J.A. Ashby, dec'd, who may come in and contribute to the cost of this suit.

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-house, this 14th day of June, 1924, and in the 148 year of the Commonwealth.

R. A. Edwards Clerk.

By E. R. Wills
D.C.

C. S. Betto, et al

Virginia Chancery No.

Mary A. Daniel

ORIGINAL SUBPOENA.

VIRGINIA, Clerk's office of the Circuit
Court of the County of Isle of Wight:

192

Returned, entered and filed.

Teste:

Clerk

To 2 June

Rules.

See Sergeant's
return inside

Dgt fee \$1.00

Executed this the 16th day of June 1924, in the city of Newport News,
Virginia by delivering a true copy of the within summons to Grace
Ashby Thomas, and A. F. Thomas, her husband, each in person.

City Sergeant, for the city of Newport
News, Virginia.

By

Deputy Sergeant.

C. C. Carter

J. H. Stated

COMMONWEALTH OF VIRGINIA:

Sergeant of the City of ~~Roanoke~~ Roanoke
TO THE ~~SHERIFF OF ISLE OF WIGHT COUNTY~~—Greeting:

We command you that you summon **Myrtle W. Everett and W. B. Everett**

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
-----**Third**-----Monday in-----**June**-----, 192**4**-----, to answer a bill
in chancery exhibited against ~~them et als~~ in our said Court by

**C. S. Betts, trading as C. S. Betts and Co, who sues on behalf of
himself and such other creditors of J. A. Ashby, dec'd, who may
come in and contribute to the cost of this suit.**

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this-----**14th**-----day of-----**June**-----, 192**4**-----, and in
the-----**148**-----year of the Commonwealth.

R. A. Edwards Clerk.

*By E. Ray Wills
D.S.*

C. S. Betts et al

Virginia Chancery No.

Mary A. Daniel et al

ORIGINAL SUBPOENA.

VIRGINIA, Clerk's office of the Circuit
Court of the County of Isle of Wight:

192

Returned, entered and filed.

Teste:

..... Clerk

To 2nd June

..... Rules.

Legal service of
the within sum-
mons is hereby
acknowledged
this 16th day of
June 1924
x Myrtle H. Everett.
x W. B. Everett

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon Jas. A. Ashby and Mary E. Ashby,
his wife. D. J. Mood, Admr.

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
.....Third.....Monday in.....June....., 1924....., to answer a bill
in chancery exhibited against ~~them et als~~ in our said Court by

C. S. Betts, trading as C. S. Betts and Co, who sues on behalf of
himself and such other creditors of J. A. Ashby, deceased, who may
come in and contribute to the cost of this suit.

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this.....13th.....day of.....June....., 1924....., and in
the.....148.....year of the Commonwealth.

.....R. A. Edwards.....Clerk.
By E. R. Diles
D. S.

C. S. Betts et al

Virginia Chancery No.

Mary A. Daniel et al

ORIGINAL SUBPOENA.

VIRGINIA, Clerk's office of the Circuit
Court of the County of Isle of Wight:

192

Returned, entered and filed.

Teste:

Clerk

To 2nd June Rules.

I executed the within subpoena this 1st day of June 1924 by Henry C. Cobbley a true copy of the same in the County of Isle of Wight. N. H. Chapman Sheriff of Isle of Wight Co.

I executed the within subpoena this 1st day of June 1924 by Henry C. Cobbley a true copy of the same in the County of Isle of Wight. N. H. Chapman Sheriff of Isle of Wight Co.

Not finding R. J. Moss, admin. of the family of the said of above nor any member of the family of the said R. J. Moss, admin. over the age of sixteen years, I executed the within subpoena by posting a true copy of same on the front door of the residence of the said R. J. Moss, admin. in the County of Isle of Wight this 1st day of June 1924. N. H. Chapman Sheriff. D. S.

Shirley's two abeg. to Geo. F. H. H. H.

COMMONWEALTH OF VIRGINIA:

TO THE ~~Sheriff of the City of Norfolk~~ SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon

Myrtle W. Everett and W. B. Everett

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
~~third~~ Monday in ~~June~~, 1924, to answer a bill
in chancery exhibited against ~~Shawet and~~ in our said Court by

O. B. Betts, trading as O. B. Betts and Co, who sues on behalf of
himself and such other creditors of J. A. Ashby, dec'd, who may
come in and contribute to the cost of this suit.

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this ~~14th~~ day of ~~June~~, 1924, and in
the ~~14th~~ year of the Commonwealth.

R. A. Edwards Clerk.

By E. Ray Wiles
W. R.

Legal services
of the within
summons is
hereby acknowledged
this 16th day of
June 1924
Myrtle H. Everett &
W. B. Everett by
D. J. Nelson their
attorneys

COMMONWEALTH OF VIRGINIA:

Sergeant of the City of Newport News,
TO THE ~~SHERIFF OF ISLE OF WIGHT COUNTY~~ Greeting:

We command you that you summon ~~Mary A. Daniel~~, W. A. Daniel,
~~Grace Ashby Thomas and A. P. Thomas.~~

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
Third Monday in June, 1924, to answer a bill
in chancery exhibited against them et als in our said Court by
C. S. Betts, trading as C. S. Betts and Co, who sues on behalf of
himself and such other creditors of J. A. Ashby, dec'd, who may come
in and contribute to the cost of this suit.

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this 14th day of June, 1924, and in
the 148 year of the Commonwealth.

R. A. Edwards Clerk.
By E. Ray Wills
D.S.

W. A. Daniel

Legal service
of the within,
summons is
herby acknowledged
this 10th day of January

W. A. Daniel
by W. J. Steers his
attorney

COMMONWEALTH OF VIRGINIA:

TO THE ~~SHERIFF OF ISLE OF WIGHT COUNTY~~ ^{Sergeant of the City of Newport News,} Greeting:

We command you that you summon ~~Grace Abby Thomas and A. E. Thomas,~~ Mary A. Daniel, W. A. Daniel,

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight at the rules to be holden for the said Court on the ~~Third~~ Monday in ~~June~~, 1924, to answer a bill in chancery exhibited against ~~them~~ ^{us} again our said Court by

C. S. Betts, trading as C. S. Betts and Co, who sues on behalf of himself and such other creditors of J. A. Ashby, dec'd, who may come in and contribute to the cost of this suit.

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-house, this ~~14th~~ day of ~~June~~, 1924, and in the ~~148~~ year of the Commonwealth.

R. A. Edwards Clerk.

By E. Ray, Will
W.S.

Mary A. Daniel

Legal services of
the writer
seemingly is
hereby acknowledged.
this 6th day of June
1927.

Mary A. Daniel

VIRGINIA,

In the Circuit Court for the County of Isle of Wight.

C. S. Betts, trading as C. S. Betts and Co.

vs.

Mary A. Daniel and others.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR SAID
COUNTY OF ISLE OF WIGHT, VIRGINIA:

Your petitioners, Mary A. Daniel and Myrtle W. Everett, respectfully represent that, prior to the institution of this suit, they, through their Attorney, W. J. Nelms, conferred with the Attorney for all the creditors of the late J. A. Ashby (Mr. George W. Whitley) in regard to the settlement of the estate of the said J. A. Ashby.

That it was discovered that there was a Deed of Trust upon the real estate of the said J. A. Ashby, bearing date February 10th, 1890, made by the said J. A. Ashby to R. S. Thomas, Trustee, to secure the payment of \$428.38 ^{benefit of the} ~~for~~ the children of the said J. A. Ashby by his first wife, which said Deed of Trust was recorded in the County Clerk's Office of Isle of Wight County, in Deed Book 54, page 402; all of which fully appears by the bill filed in this cause.

That the said indebtedness, together with interest thereon, amounted to something over \$1300.00. That this sum, together with the other indebtedness due by the said J. A. Ashby, and the costs of these proceedings, would aggregate something like \$4300.00;

That from the best information obtainable, it was believed that this was a sum far in excess of the value of the estate of the said J. A. Ashby.

That in a discussion of the matter, it was the contention of your petitioners that an item of \$167.27 brought

against the estate by G. W. Delk, and an item of \$271.32 brought against the estate by C. S. Betts, were not obligations due by the estate, but were for articles purchased by Mrs. Grace Ashby Thomas, and were not chargeable to the estate of J. A. Ashby whatsoever. This contention of your petitioners was controverted by the said Betts and the said Delk, and it was also contended by the creditors by their attorney, that the Deed of Trust given by the said J. A. Ashby to secure the Commissioner of the Court, who was to hold the same for the benefit of the children of Mr. J. A. Ashby, as set out above, was now barred by the statute of limitations.

In this state of the consideration of the matter, a compromise agreement was entered into, whereby it was agreed that your petitioners would take the entire estate of the said J. A. Ashby and pay over to the creditors the sum of \$2100.00, and the amount of money in the Administrator's hands, from which the creditors were to pay the costs of these proceedings, and divide the residue among the creditors, and your petitioners would waive all right to their claim under the said Deed of Trust.

Your petitioners' father, J. A. Ashby, left surviving him four children; J. C. Ashby, Mrytle W. Everett, Mary A. Daniel, and Grace Ashby Thomas, the first three being children by his first wife, who was Laura Mayo before her marriage, and the last, Grace Ashby Thomas, by his second wife, who was Josephine Lightfoot before her marriage.

Your petitioners purchased the interest of J. A. Ashby in their father's estate.

In view of the fact that it was apparent that Grace Ashby Thomas would have nothing from the estate of their father as the amount to be received by the creditors would only pay the creditors about 80%, the said Grace Ashby Thomas was informed of the said arrangements, and she made no objection to the said

procedure. The suit was then begun to carry out the above mentioned arrangement and agreement, and evidence was taken, showing that the value of the said J. A. Ashby's estate appeared to be, according to the witnesses, about \$2750.00.

That at the hearing before the Commissioner, in the office of Mr. Geo. W. Whitley, in Smithfield, Va., Mrs. Grace Ashby Thomas and her husband were present. It was again stated in their presence that the above arrangement was planned to be consummated by these proceedings, and she was asked if there was any objection on her part. She made no objection, retained no counsel, and permitted the proceedings to progress until the Commissioner made up his report and the same was filed and confirmed, and the decrees were prepared and were about to be presented to the Judge of this Court, to be entered, confirming the above arrangement and directing the necessary papers to be executed to carry the same into force and effect. At this time, Mrs. Thomas appeared in person, and by a friend, Mr. O. S. Owens, and stated that she would purchase the property and give \$7500.00 for the same, instead of \$6500.00, as appraised, and perhaps would give more, and that she would so inform the Court, and ask that the arrangement be not confirmed. Having been thus informed, the Commissioners well knew that the Court would not confirm the arrangement, so there was nothing left to be done, but to expose the property to sale, at public auction, and it was then arranged that your petitioners should petition the Court to set aside so much of the decree as confirmed the said report of Commissioner R. A. Edwards, declaring the Deed of Trust not, at this time, a lien, and reporting the above mentioned claims of said Betts and said Delk claims to be paid by the estate; and that these matters should be again referred to a Commissioner, to ascertain whether or not they are claims against the estate of the said J. A. Ashby.

#4.

Your petitioners, therefore, pray that so much of the said decree, entered in this cause on the 2^d day of Sept ember, 1924, confirming the said report of the said R. A. Edwards, as to the above mentioned claims of the said Betts and the said Delk, and the said Deed of Trust be set aside and annulled, and that this cause be referred to one of the Commissioners of this Court, to re-take and re-state the said account as to these items.

And your petitioners further pray that the said claims of the said Betts and the said Delk may be declared not to be claims against the estate of the said J. A. Ashby, and that the said Deed of Trust may be declared to be a valid lien against the land of the said J. A. Ashby, as set forth in the said Deed of Trust to said R. S. Thomas, Trustee.

And your petitioners will ever pray &c.

Mary A. Ashby and
Myrtle H. Everett
by Counsel

John O. Bloomer & W. M. Murren
attys for petitioners.

7a

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

C. S. Betts, trading as C. S.
Betts and Company

vs.

Mary A. Daniel and others.

PETITION OF
MARY A. DANIEL and MYRTLE W. EVERETT.

1924
Mr. nf.
H. B. B. V.

LAW OFFICE OF
NELMS, COLONNA & McMURRAN
LAW BUILDING
NEWPORT NEWS, VA.

VIRGINIA,

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

C. S. Betts, trading as C. S. Betts and Co., who sues on behalf of himself and such other creditors of J. A. Ashby, deceased, who may come in and contribute to the costs of this suit.

vs.

Mary A. Daniel (who was Mary A. Ashby before her marriage with W. A. Daniel) W. A. Daniel, her husband, Myrtle W. Everett (who was Myrtle W. Ashby before her marriage with W. B. Everett, and W. B. Everett, her husband, James C. Ashby and Mary E. Ashby, his wife, Grace Ashby Thomas, (who was Grace Ashby before her marriage) and A. F. Thomas, her husband, and D. G. Mood, Administrator of J. A. Ashby, deceased.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:-

Your complainant, C. S. Betts, trading as C. S. Betts and Company, who sues on behalf of himself and such other creditors of J. A. Ashby, deceased, who may come in and contribute to the costs of this suit, complaining, sheweth to your Honor:

1. That one J. T. Corran was during his life time seized of a tract of land situate and being in Rascoe Neck, Isle of Wight County, Virginia, containing about 180 acres.

2. That Sarah Lawrence, who intermarried with the said J. T. Corran, was seized and possessed, during her life time, of a tract of land, situate in Rascoe Neck, Isle of Wight County, Virginia, containing about 60 acres of land, which tract joined the tract of 180 acres, above mentioned, and was known as the "Lawrence" tract. This tract upon the death of the said Sarah Lawrence, who married the said J. T. Corran, descended to Adelia Corran and Laura Corran, daughters of the said J. T. Corran and Sarah Lawrence Corran, his wife.

3. The said Adelia Corran intermarried with Joseph Mayo, of Isle of Wight County, and Laura Corran intermarried with James A. Ashby, of Isle of Wight County.

4. J. T. Corran departed this life, in Berkeley, Virginia, about the year 1880, leaving surviving him his two said daughters, Adelia Mayo and Laura Ashby, as his only devisees, and heirs at law, his wife, Sarah Lawrence Corran, having pre-deceased him.

5. The said J. T. Corran made his last will and testament which was duly admitted to probate and recorded in the County Clerk's Office of Isle of Wight County, and by his will, divided the said tract containing about 180 acres, which was known as the "Gibbs" tract, into two parcels, and in such division used the following language:

"Establishing a division line, commencing on the south side of Rascoe Neck road at the edge, and running south to a large pine that leans over a spring in the gully, and separates the "Knoll" from the "Mansion House", then following the said gully to the cow bridge cove, thence as the stream meanders to the creek, this as a permanent line to divide the Gibbs land. Now, I give and bequeath to my daughter, Adelia Mayo, the western part of the Gibbs tract of land, from the above mentioned division line, to her and her heirs forever. I give and bequeath to my daughter, Laura Ashby, the Eastern part of the Gibbs tract of land, from the said line; also the tract called "Gastor", which is annexed to likewise an oblong piece of wood land on the north side of the road opposite, to her and her heirs forever."

6. The said Adelia Mayo and the said Laura Ashby also inherited from their said mother, Sarah Corran, certain lands situated in Berkeley, Norfolk County, Virginia.

7. About the year 1887, Laura Ashby having departed this life, Paul L. Ashby and others, infant children of Laura Ashby and J.A. Ashby, suing by George K. Nelms, their next friend, instituted a suit in the Circuit Court of Norfolk County, Virginia, against Adelia Mayo, for partition of the lands in Berkeley, Norfolk County, Virginia, and the interest of the children of Laura Ashby was sold and the net proceeds thereof, to-wit, the sum of \$428.38, was directed in said proceedings to be loaned to J. A. Ashby, and the same was loaned to the said J. A. Ashby, on the 10th day of February, 1890, and a Deed of Trust was executed by the said J. A. Ashby to R. S. Thomas, Trustee (who has long since departed this life) which said Deed of Trust was recorded in the County Clerk's Office of

Isle of Wight County, in Deed Book 54, page 402. This deed conveyed two tracts of land, owned by J. A. Ashby, lying adjacent to each other on Brewers Creek, in Isle of Wight County, one of which tracts was purchased by the said Ashby from Jos. Mayo and wife, and contains 30 acres, more or less, and the other was purchased by the said J. A. Ashby from Marietta Nock, and contains 15 acres more or less, but more definitely described as follows:

1. A tract of land situated in Pascoe Neck, in said County, containing by estimation 38 acres (above mentioned as containing 30 acres) be the same more or less, adjoining the 80 acre tract owned by said J. A. Ashby, T. Q. Gilliam and Nat Cutchins, being the same tract of land which was purchased by the said J. A. Ashby from Joseph Mayo and wife.

2. A tract of land situated in said Neck and County, containing 18 acres (above mentioned as containing 15 acres) more or less, adjoining the Avenue of T. Q. Gilliam, the 38 acre tract and Nat Cutchins, conveyed to the said J. A. Ashby by Marietta Nock.

8. The said J. A. Ashby, by deed bearing date December 28th, 1878, and recorded in said Isle of Wight County Clerk's Office, in Deed Book 44, page 722, purchased from Marietta Nock, 25 acres of land, more or less, situated in Pascoe Neck, Isle of Wight County, Va., lying on the west side of the road leading from the main road to "Neck" farm, bounded by the lands of T. Q. Gilliam, Thomas Corran and Robert Daniel. The said J. A. Ashby also purchased from Joseph Mayo and Adelia, his wife, and they conveyed to him by their deed, bearing date August 24th, 1880, and recorded in said County Clerk's Office of Isle of Wight County, Virginia, in Deed Book 45, page 442,

"Half (30 acres) of the tract of land situated in Isle of Wight County, known as "Lawrence" tract, containing 60 acres, which was the maiden property of Sarah Lawrence, deceased, 30 acres, or half of the said 60 acres having been conveyed to Adelia Mayo, as above stated by will of J. T. Corran, dated September 20, 1876, the said Lawrence tract being bounded as follows:- Beginning at a certain Creek, thence running north-east to Nock's thicket; thence east on the line of the said Nock's thicket, to a certain gum standing at the head of a bottom, thence southwest binding on the "Hall" land to the above mentioned creek; thence running up said creek to the point of beginning."

9. J. A. Ashby instituted in the Circuit Court of Isle of Wight County, on or about the _____ day of _____, 19____, a

partition suit against his children, who were infants, under the style of J. A. Ashby vs. Ashby's infants, for the purpose of dividing said 60 acre tract known as the "Lawrence" tract, and by the deed of J. H. Nelms, acting under a decree in that cause, dated April 18th, 1883, and recorded in said County Clerk's Office of Isle of Wight County, Virginia, in Deed Book 47, page 129, conveyed half of the said "Lawrence" tract to Paul L. Ashby, Mary A. Ashby, James C. Ashby and Myrtle W. Ashby, all infant children of the said James A. Ashby. The James A. Ashby's portion being described as follows:

"All of that portion of the lands in these proceedings mentioned (known as the Lawrence Tract) within the lines there described, commencing at a cove or prong of the Brewer Creek, running northeast up Big Ditch to a marked mulberry tree on said ditch, thence along said ditch to marked oak on the land of James A. Ashby, throwing all of the land thus conveyed to the said James A. Ashby on the southeast side of the said ditch and to the said Paul L. Ashby, Mary A. Ashby, James C. Ashby and Myrtle W. Ashby, all of the remainder of the said land, or that part on the northwest side of said ditch."

10. That on or about the _____ day of _____, 19____, Paul L. Ashby, who had arrived at his majority, departed this life, unmarried and intestate, leaving surviving him his father, James A. Ashby, as his sole heir at law.

11. That the said James A. Ashby and James C. Ashby, did, by their deed bearing date January 18, 1910, and duly recorded in the County Clerk's Office of Isle of Wight County, convey to James T. Chapman, Trustee, the following property, to-wit:

"All of their right, title and interest, whatsoever it might be in the certain tracts or parcels of land in the said County and State, containing $77\frac{3}{4}$ acres in one piece, and 60 acres in another piece, and both better known as the Old _____ Tract, and 18 acres in another tract, better known as the old "Knot" tract, and bounded as follows:- On the North-east by the main road that leads to the Gilliam Farm; southwest by the main road that leads to Nelson Hall, Old Farm; west by J. C. Ashby,

to secure \$650.00, evidenced by one bond, bearing even date with said deed and payable in two years from date, with interest. That the said debt so secured was in fact the debt of the said

J.A.Ashby and not the debt of the said J. C. Ashby. This indebtedness has not been paid and is now due to B. P. Chapman, of Smithfield, Virginia.

12. James A.Ashby departed this life, intestate, on or about the _____ day of _____, 1922, leaving surviving him his children, James C. Ashby, Mary A. Daniel and Myrtle W. Everett, children of his said wife, Laura, who was Laura Corran, his son Paul L. Ashby having pre-deceased him, and Grace Ashby, daughter of his second wife, Josephine Parker Ashby, which said daughter intermarried with W. V. Larmer, from whom she was divorced in the County of Isle of Wight, and has since intermarried with one A. F. Thomas.

13. That on the _____ day of _____, 1923, the said D. J. Mood qualified in the County Clerk's Office of Isle of Wight County, as Administrator of the said James A. Ashby.

14. That the said D. J. Mood has not yet settled his accounts as said Administrator, but your complainant is advised that he is ready so to do, and to pay over to those who may be entitled to any funds which may be in his hands.

15. Your complainant further alleges that the said J. A. Ashby at the time of his death, was largely indebted to your complainant, and your complainant is advised that he was largely indebted to sundry other parties, the names of all of whom he does not know.

16. Your complainant further alleges that subject to the deeds of trust, hereinabove mentioned, the said J. A.Ashby, died seized and possessed of the 30 acre parcel of land, which he purchased from Joseph Mayo and wife, and 15 acres of land which he purchased from Marietta Nock, above mentioned; also the interest of the said Paul L. Ashby, his son, who had departed this life, in 30 acres of land adjoining the 30 acres which he purchase from said Mayo and wife, and the interest of the said Paul L. Ashby in the Easterly half of the Gibbs Tract, the said parcel containing about 90 acres.

17. That by deed bearing date March 26th, 1923, and duly recorded in the County Clerk's Office of Isle of Wight County, Vir-

ginia, between Mary A. Daniel and W. A. Daniel, her husband, Myrtle W. Everett and W. B. Everett, her husband, parties of the first part, and James C. Ashby and Mary E. Ashby, his wife, parties of the second part, Mary A. Daniel and W. A. Daniel, her husband and Myrtle W. Everett and W. B. Everett, her husband, conveyed to the said James C. Ashby, all of their right, title, interest and estate in the following property, to-wit:

All of that certain part of the Easterly half of said "Gibbs" tract, which was devised to the said Laura C. Ashby as above stated, lying west of the new division line last above mentioned, and beginning on Rascoe Neck road at a iron stob in the center of the ditch, and ending at another iron stob in the center of the stream, the said tract hereby conveyed to the said J. C. Ashby being a strip of land of variable dimensions, and is bounded on the north by Rascoe Neck road, on the east by the remaining portion of the Easterly half of the "Gibbs" tract, on the south by the stream and on the west by J. C. Ashby, formerly the westerly half of the Gibbs tract".

Said division line begins on the south side of Rascoe Neck road at an iron stob in the center of a ditch, about 80 yards easterly from the main gate of the said J. C. Ashby, leading from Rascoe Neck road to his residence, thence southerly along the center of said ditch in a straight line as far as the ditch runs in a straight line to another iron stob set in the center of said ditch, thence continuing in a southerly direction along a fence to a leaning pine, leaning over the stream which was at that time marked as a new line tree; thence continuing in a straight line to another iron stob in the center of the stream, thence continuing along the meandering of the stream to the creek.

And the said James C. Ashby and Mary E. Ashby, his wife, by said deed conveyed to Mary A. Daniel and Myrtle W. Everett all of their right, title, interest and estate in the following property:

1st. All of that part of the easterly half of the "Gibbs" tract lying east of the new division line above mentioned as beginning on Rascoe Neck road at an iron stob in the center of the ditch and running to an iron stob in the stream; thence along the stream as the same meanders to the Creek, the said parcel being bounded on the north by the Rascoe Neck road, on the east by the J. A. Ashby estate and the Lawrence tract, on the south by the Lawrence tract and Corran's Creek, and on the west by Corran's Creek and the part of the easterly half of the "Gibbs" tract conveyed by this deed to the said J. C. Ashby.

2nd. All of their right, title, interest and estate in and to the Thirty (30) acres of the "Lawrence" tract, which was conveyed to Paul L. Ashby, Mary A. Ashby (now Mary A. Daniel) James C. Ashby and Myrtle W. Ashby (now Myrtle W. Everett) by

J. H. Nelms, Special Commissioner, by deed bearing date the 18th day of April, 1883, and recorded in the County Clerk's Office of Isle of Wight County, Virginia, in Deed Book 47, page 129, to which special reference is here made.

3rd. All of their right, title, interest and estate in and to the estate of the late James Ashby, the father of the said James C. Ashby, Mary A. Daniel and Myrtle W. Everett, of every kind, character and description, whether the same be real or personal estate, or interest in either, special reference being here made to thirty acres of the Lawrence tract conveyed to the said James A. Ashby by J. H. Nelms, Special Commissioner by the said deed from J. H. Nelms to J. C. Ashby and others, above mentioned, attention to which is hereby invited; and also the 15 acre parcel of land purchased by the said J. A. Ashby from Marietta Nock, adjoining the said "Lawrence" tract; also all moneys arising from the sale of the personal estate of the said J. A. Ashby, as well as any other personal estate belonging to the said J. A. Ashby; also a certain note in the sum of FOUR HUNDRED AND TWENTY-EIGHT DOLLARS AND THIRTY-EIGHT CENTS (\$428.38) with interest, secured by a Deed of Trust as hereinabove mentioned.

It being the intention of the said J. C. Ashby and wife to convey to the said Mary A. Daniel and Myrtle W. Everett all interest of every character and kind which they may have in the estate of their late father, James A. Ashby.

18. That the said J. A. Ashby left but little personal property, nothing like sufficient to pay off his indebtedness, and it will be necessary in order to pay his indebtedness to sell all of his real estate and interest in real estate.

In tender consideration whereof, and your complainant being remediless in the premises, save by this Honorable Court, your complainant prays that the said Mary A. Daniel, and W. A. Danile her husband, Myrtle W. Everett and W. B. Everett, her husband, James C. Ashby and Myrtle E. Ashby, his wife, Grace Ashby Thomas and A. F. Thomas, her husband, and D. J. Mood, Administrator of J. A. Ashby, deceased, may be made parties defendant to this bill and required to answer the same, but not on oath, the said answer under oath being hereby waived; that an account may be taken of the transactions of the said D. J. Mood, as Administrator of the estate of the said J. A. Ashby, that the real estate and interest in real estate of which the said J. A. Ashby died seized

and possessed, may be sold to pay the debt of your complainant, and all others who may come in and contribute to the costs of this suit; that all proper accounts may be ordered and taken, and that all such other and further relief may be granted to your complainant as is adapted to the nature of his case and agreeable to equity and good conscience. And may a summons issue against the several defendants hereinabove named.

And your complainant will ever pray &c.

C. S. Betts, Trading as
S. S. Betts & Co who sues etc.
By Counsel.

Geo. F. Whitley, p. J.

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

C. S. BETTS

VS.

MARY A. DANIEL AND OTHERS.

B I L L.

6/18/25
LAW OFFICE OF
NELMS, COLONNA & McMURRAN
LAW BUILDING
NEWPORT NEWS, VA.

W. J. NELMS
WM. BRIGGS COLONNA
L. A. McMURRAN

NELMS, COLONNA & McMURRAN
ATTORNEYS AT LAW
LAW BUILDING
NEWPORT NEWS, VIRGINIA

June 24th, 1924.

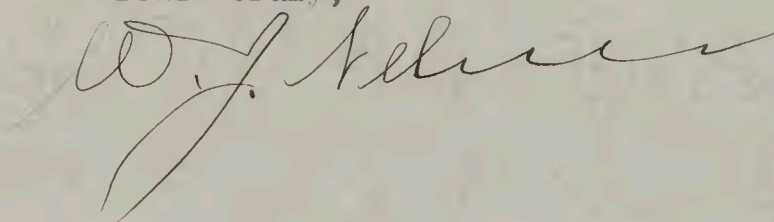
Mr. R. A. Edwards,
Isle of Wight, Va.

In re: Betts v. Daniel.

Dear Mr. Edwards:-

Please file the enclosed accepted service
of Mr. W. B. Everett and Mrs. Mrytle W. Everett with the papers
in this cause, and oblige,

Yours truly,

A handwritten signature in cursive script, appearing to read "W. J. Nelms", written in dark ink.

N/M

W. J. NELMS
WM. BRIGGS COLONNA
L. A. McMURRAN

NELMS, COLONNA & McMURRAN
ATTORNEYS AT LAW
LAW BUILDING
NEWPORT NEWS, VIRGINIA

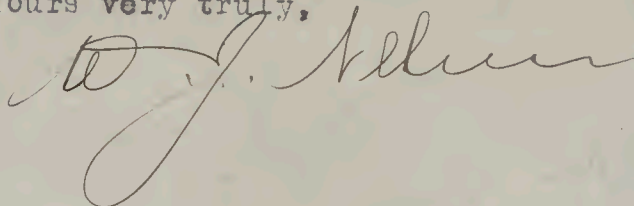
June 16th, 1924.

Clerk of the Court,
Isle of Wight, Va.

Dear Sir:-

I beg to herewith hand you summons with service accepted in the matter of Betts v. Daniel, for Mr. and Mrs. Daniel, Mr. and Mrs. Everett. Also process, with officer's return, for Mr. and Mrs. Thomas.

Yours very truly,



I find the Thomas process was ret'd. by officer *W. J. N.*

I also enclose bill. If you get one from Whitley Wednes-
day, use Whitley's copy & return my copy please,
N/M I am sending this out of abundant precaution,
W. J.

Everett Waddey Co.,
Stationers and Printers,
Richmond, Va.

Form No. 310.—Clerk's Certificate that Commissioner has given bond.

In the Clerk's Office of the _____ Court of the _____
of Isle of Wight Circuit County

C. S. Betts, Trading as, C. S. Betts & Co. etc. Plaintiff ,
AGAINST
Mary A. Daniel et als. Defendant ,

I, N. A. Edwards, Clerk of the said Court, do certify that the
bond required of the Special Commissioner by the decree rendered in said cause on the 2nd day
of September 1924 has been duly given.

Given under my hand as Clerk of the said Court, this 15 day of Sept. 1924

N. A. Edwards

ccw

A Copy.

Teste.

R. A. Eames

No.

Know all Men by These Presents: That we W.J. Nelms and George F. Whitley

principal s,

and

The Fidelity and Deposit Company of Md surety ,

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

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

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

IN TESTIMONY WHEREOF, the said W.J. Nelms and George F. Whitley

principal s,

has hereto set ^{their} ~~his~~ hand and affixed ^{their} ~~his~~ seal;

and the said The Fidelity and Deposit Company of Maryland

surety ,

by R. A. Edwards

, 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

R.A. Edwards

, its said agent and attorney

in fact, this, the 15th

day of September

A. D. 19 24

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound W.J. Nelms and George

B. Whitley, who were by the Circuit Court of the County of Isle of Wight, on the

2nd day of September, 1924, appointed Spacial Commissioners by a decree entered on

that day in the Chancery suit of C. S. Betts trading as C. S. Betts and Company,

etc, vs, Mary A. Daniel et als, No. 440.

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.

.....W.J. Nelms.....[SEAL]

.....Geo. F. Whitley.....

Fidelity and Deposit Co, of Md.

By.....R. A. Edwards.....

Its duly authorized agent and attorney in fact.

SEAL

Attest:.....R. A. Edwards.....

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 15th

day of September 19 24 this bond was duly executed and acknowledged by the obligors to the same

and ordered to be recorded.

.....R. A. Edwards.....Clerk.

C.S. Betts et al.

#448

vs

Mary A. Daniel et al

Special Commr.
Bond

Filed.

By
A. E. Edwards et al

Commissioner's Office,

Isle Of Wight, Va.
July 9th, 1924

~~189x~~

To Mary A. Daniel, W. A. Daniel, Myrtle W. Everett, W.B. Everett, James C.
Ashby, Mary E. Ashby, Grace Ashby Thomas, A.F. Thomas, and D.J. Mood,
administrator of the estate of James A. Ashby, deceased.

You are hereby notified that I have fixed upon the 18th day of July, 1924 next,
if fair; if not, on the next fair day thereafter (Sunday excepted), to take and settle, at ^{@ 3 P.M.} the office of Geo. F. Whitley, Smithfield, Va, ~~my office~~, the account
of James A. Ashby, deceased

required to be taken by a decree of the Circuit Court of the County of Isle of Wight
rendered on the 7th day of July, 1924 ~~189x~~, in a suit in chancery depending in said
Court between C. S. Betts and Company et als, plaintiffs
V)
Mary A. Daniel et als, defendants

at which time and place you are required to attend.

Given under my hand, as Commissioner in chancery of the said court, the day and year first aforesaid.

R. A. Edgar
Comm. In Chancery

Executed this the 10th day of July 1924, in the city of Newport News,
Virginia, by delivering a true copy of the within notice to Grace
Ashby Thomas, and A. F. Thomas, each in person.

C. C. Curtis

City Sergeant, for the city of Newport
News, Virginia.

B. Hall

By _____
Deputy Sergeant.

44 FORM No. 400. 11-9-08

Betts et al.

US. } COMMISSIONER'S NOTICE.

Jones et al.

Dep't Sec 100 Pa.

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

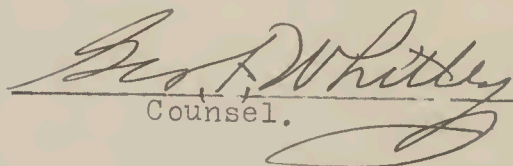
C. S. Betts, Trading as C. S. Bett, and Co.,
who sues on behalf of himself and such other
creditors of J. A. Ashby, deceased, who may
come in and contribute to the cost of this
suit -----Plaintiff

VS)

Mary A. Daniel, and W. A. Daniel her husband,
Mrytle W. Everett, and W. B. Everett, her husband,
James A. Ashby, and Mary E. Ashby, his wife,
Grace Ashby Thomas, and A. F. Thomas, her husband,
and D. J. Mood, Administrator.-----Defendants

To the Clerk of the Circuit Court for the County of
Isle of Wight:

Issue summons in Chancery to 2nd June Rules 1924.


Counsel. p.c.

Filed 6/14/24, 10 A.M.

Issue 6/14/24

C. S. Betts etc.

vs

May A. Daniels etc.

Memorandum

Filed:

6/14/24

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

.....

C. S. Betts, trading as
C. S. Betts & Company, etc.

vs.

Mary A. Daniel et als.

.....

This cause came on this day to be again heard on the papers formerly read and on the report of W. J. Helms and Geo. F. Whitley, Special Commissioners, this day by leave of Court filed, to which report there are no exceptions and was argued by counsel;

And it appearing from said report, together with the receipts returned therewith, that the said Special Commissioners have collected from Mary A. Daniel and Myrtle W. Everett, Two Thousand Eight Hundred and Thirty Six Dollars and ten cents (\$2836.10); that they have collected from A. J. Mood, the Administrator of J. A. Ashby the sum of One Hundred fifty two dollars and twenty two cents; that they have distributed the funds in hand as directed by a certain decree entered in this cause on the 24th day of November, 1924. On consideration whereof the Court doth confirm the said report.

And there remaining nothing further to be done in this cause, it is adjudged, ordered and decreed that this suit be stricken from the docket.

C. S. Betts, trading as
C. S. Betts & Co. etc.

vs.

Mary A. Daniel et als.

D E C R E E.

1925-

Apr 1

Entered for
Bonds

Book 8
p. 269

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

.....

C. S. Betts, trading as C. S. Betts & Co.,

vs.

Mary A. Daniel et als.

.....

TO THE HONORABLE JUDGE OF

THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

The undersigned Special Commissioners beg leave to make the following report: That pursuant to a decree entered in this cause on the 24th day of November, 1924, they collected from Mary A. Daniel and Myrtle W. Everett Two Thousand Eight Hundred and thirty six Dollars and ten cents (\$2836.10); that they have executed a deed conveying the property in the bill and proceedings mentioned to Mary A. Daniel and Myrtle W. Everett; that they have collected the sum of One Hundred Fifty-two dollars and twenty two cents from D. J. Hood, the Administrator of J. A. Ashby; that they have distributed the funds in hand as ordered by the said decree; and, that the receipts showing said distribution are returned herewith.

Respectfully submitted.

W. J. Silver
Margaret Ann Jones
Bert W. Whitley
Special Commissioners.

Sign return

C. S. Betts, trading as
C. S. Betts & Co. etc.

vs.

Mary A. Daniel et als.

R E P O R T.

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

C. S. Betts, trading as C. S. Betts and Co.

vs.

Mary A. Daniel et al.

This day came W. J. Nelms and G. F. Whitley, Special Commissioners, appointed by decree entered in this cause on September 2nd, 1924, to make sale of certain lands mentioned and described in the said decree, and in the bill and proceedings in this cause, and asked leave to make a report of their proceedings, hereunder, which said leave is granted and the said report is accordingly filed.

And also came Mary A. Daniel and Myrtle W. Everett, and asked leave to file their petition in this cause, claiming certain rights under the deed of trust from J. A. Ashby to R. S. Thomas, set out in the complainant's bill, and that the items charged by C. S. Betts and G. W. Delk against the estate should be charged to Grace Ashby Thomas and not to J. A. Ashby, which said leave is granted and the same is accordingly filed.

Then this cause came on this day to be again heard on the papers formerly read, and on the report of W. J. Nelms and G. F. Whitley, this day filed by leave of Court, to which said report no exceptions have been filed or taken, and on the petition of the said Mary A. Daniel and Myrtle W. Everett, this day filed by leave of Court, and on a letter bearing date November 10th, 1924, signed by Grace Ashby Thomas, addressed to the Honorable Judge of the Circuit Court of Isle of Wight County, which is this day filed with the papers in this cause, and on Statement marked "A", made at Bar this day, and was argued by Counsel.

On consideration whereof, and it appearing from said report of said Special Commissioners that the real estate in the

bill and proceedings mentioned was offered for sale according to decree heretofore entered in this cause, and was knocked out to Mary A. Daniel and Myrtle W. Everett for \$8325.00, they being the highest bidders therefor, the Court doth confirm the said report of sale of the said lands, made by the said W. J. Nelms and G.F. Whitley, on the 11th day of October, 1924, to the said Mary A. Daniel and Myrtle W. Everett for \$8,325.00, and doth adjudge, order and decree that the said W. J. Nelms and G. F. Whitley, who are hereby appointed Special Commissioners for that purpose, do, upon the payment ~~to~~ them by the said Mary A. Daniel and Myrtle W. Everett of \$ 2836.40 . make, execute, acknowledge, stamp and deliver to the said Mary A. Daniel and Myrtle W. Everett, a deed conveying to them the property mentioned and described in the bill and proceedings, and in the decree entered in this cause on September 2nd, 1924.

And it appearing to the Court from statement made at Bar by Counsel representing all of the parties to the proceedings, except Grace Ashby Thomas and her husband, A.F.Thomas, and from the said letter addressed to the Court by said Grace Ashby Thomas, dated November 10th, 1924, that the matters set out in the petition of the said Mary A. Daniel and Myrtle W. Everett have been adjusted and compromised between the parties in interest, and that the said A. F. Thomas has no interest in the distribution of the assets, according to said compromise and settlement, and that said Grace Ashby Thomas has released all her interest in any funds in this suit, and that the distribution of the assets arising from the sale of the lands in these proceedings should be made according to Statement "A", this day made at Bar, and filed in these proceedings.

And it further appearing that there is in the hands of D.J.Mood, Administrator of J.A.Ashby, the sum of \$152.22, the Court doth adjudge, order and decree that the said D. J. Mood, Administrator of the estate of J.A.Ashby, do pay to the said G.F. Whitley and W. J. Nelms, Special Commissioners, the said sum of

\$152.22, being the amount in his hands; and the Court doth further adjudge, order and decree that upon receipt of the said sum of \$2836.12 from the said Mary A. Daniel and Myrtle W. Everett, said Commissioners do distribute the said sum according to Statement "A" as follows:

1. Costs of this suit, to be taxed by the Clerk of this Court	263.00 ✓
2. Attorney's fee to G.F. Whitley and W.J. Nelms, for conducting this suit	\$ 150.00 ✓
3. To W.J. Nelms and G.F. Whitley, commissions on the selling price of said property	175.00 ✓
4. To D. J. Mood, for posters advertising the sale	\$ 7.00 ✓
5. To W. H. Chapman, fee for crying the said property	12.50 ✓
6. To R.A. Edmunds, Commissioner in Chancery, for making report	20.00
7. To G.F. Whitley and W.J. Nelms, fee for preparing Deed to the purchaser	10.00
8. To Notary Public, for acknowledgments	1.00
9. To G. F. Whitley and W. J. Nelms, for stamps on Deed	8.50
10. To Clerk of this Court for attesting signature in releasing the B. P. Chapman Deed of Trust	.50
11. To the Treasurer of Isle of Wight County - Taxes for the year 1924 on the property	72.08 ✓
12. To D. W. Chapman or G. F. Whitley, his Attorney, in full of his account against the estate of J. A. Ashby	81.28 ✓
13. To B. P. Chapman, or G. F. Whitley, his Attorney, in full of his Deed of Trust With interest thereon from January 1st, 1923, until paid	11.22
14. To O. S. Owens, or G. F. Whitley, his Attorney, in full of his account against the estate of J. A. Ashby	650.00
15. To B. P. Chapman or G. F. Whitley, his Attorney, in full of his account against the estate of J. A. Ashby	74.75 ✓
16. To J. & Adams, or G. F. Whitley, his Attorney, in full of his account against the estate of J. A. Ashby	110.47 ✓
17. To F. B. Simpson or G. F. Whitley, his Attorney, in full of his account against the estate of J. A. Ashby	169.77 ✓
18. To S. Q. Bunkley, or G. F. Whitley, his Attorney, in full of his account against the estate of J. A. Ashby	54.35 ✓
19. To Home Telephone Company, or G. F. Whitley, Atty.	5.41 ✓
20. To C. S. Betts, or G. F. Whitley, his Attorney, for note	7.85 ✓
21. To C. S. Betts or G. F. Whitley, his Attorney, for open account, in full of his account against J. A. Ashby, and any claim of said Grace Ashby Thomas	17.66 ✓
	267.20 ✓
	271.32 ✓

- ✓ 22. To C.B. Godwin, or G.F. Whitley, his attorney, in full of his account against the estate of J.A. Ashby \$ 128.75 ✓
- ✓ 23. To Chas. W. Priddy, or G.F. Whitley, his Attorney, in full of his account against the estate of J.A. Ashby 221.45 ✓
- ✓ 24. To Bank of Smithfield, or G.W. Whitley, its Attorney, in full of its account against the estate of J.A. Ashby 230.32 ✓
- ✓ 25. To Smithfield Farmer, or G.F. Whitley, its Attorney, in full of its account against the estate of J. A. Ashby 90.95 ✓
- ✓ 26. To G.W. Delk, or G.F. Whitley, his Attorney, in full of his account against the estate of J. A. Ashby and the said Grace Ashby Thomas 167.27 ✓
- 27. To R. A. Edwards, for premium on bond for Special Commissioners 18.00

And the said Commissioners will make a report of their proceedings hereunder to this Court.

And this cause is continued.

8
IN THE CIRCUIT COURT OF ISLE OF
WIGHT COUNTY, VIRGINIA.

C.S.BETTS, TRADING AS C.S.BETTS
AND CO.

VS.

MARY A. DANIEL ET AL

D E C R E E.

19-11
Nov 24
Entered
1894

Book 8
page 240

LAW OFFICE OF
NELMS, COLONNA & McMURRAN
LAW BUILDING
NEWPORT NEWS, VA.

VIRGINIA, IN THE CIRCUIT COURT FOR THE COUNTY OF

ISLE OF WIGHT:

-----oOo-----

C. S. Betts, trading as
C. S. Betts & Company, etc.

vs.

Mary A. Daniel et als.

-----oOo-----

This cause came on this day to be again heard on the papers formerly read, and on the report of R. A. Edwards, Commissioner in Chancery, filed in this cause on the _____ day of July, 1924, to which said report no exceptions having been filed and was argued by Counsel;

It appearing to the Court from the report of said Commissioner and the depositions of witnesses, filed therewith that the said J. A. Ashby died during the month of November, 1922, intestate; that the heirs of J. A. Ashby are as follows: Mary A. Daniel, Myrtle W. Everett, J. C. Ashby, and Grace Ashby Thomas, all of whom are his children; that each of the said children have a one fourth interest in the estate of J. A. Ashby; that J. A. Ashby died, seized and possessed of the following real estate: one tract of land known as the Nocks' tract containing fifteen acres, bounded by the County road leading from Owens Store to Carrollton; the County road leading from Owens Store to Shepherd's place; the tract of land known as the Lawrence tract and the tract of land known as the Gibbs tract. Second: The tract of land containing thirty acres of land adjoining the Nocks' tract, the County road leading from Owens store to Shep-

herd's place, Corran's Creek and the other one half of
Conveyed to him by deed from J. A. Ashby
the Lawrence tract; Third: And a one fourth interest in a
belonging to him from his son Paul Ashby
thirty acre tract being one half of the Lawrence tract,
and a thirty acre tract being bounded by the Nocks' tract
the other one half of the Lawrence tract, Corran's creek
and the Gibbs tract; and a one fourth interest in the Easter-
ly one half of the Gibbs tract containing eighty eight
acres, which said Gibbs tract is bounded by the County road
leading from Owens Store to Carrollton, the Nocks' tract and
the Lawrence tract, Corran's Creek and the lands of J. C.
inherited by him from his son Paul Ashby
Ashby, which is the western one half of the Gibbs tract.
That all of said tracts of land constitute one tract of
land and is described as follows: Bounded on the Northerly
by the County road leading from Owens Store to Carrollton;
Easterly by the County road leading from Owens Store to
Shepherd's place; southly by Corran's Creek and Westly by
the lands of J. C. Ashby, known as the westerly one half of
the Gibbs tract. That the annual value of the Nocks tract
and one half of the Lawrence tract containing forty five
(45) acres, more or less, the fee simple interest in which
was owned by J. A. Ashby, is Fifteen Hundred Dollars and
the annual value, meaning the rental value, is Fifty to
Seventy five Dollars; that the fee simple value of the
Gibbs tract containing eighty eight acres, together with
the one half of the Lawrence tract containing thirty acres,
lying adjacent thereto is Five Thousand Dollars and the
annual value meaning rental value is from Three Hundred to
Three hundred and fifty dollars per year; that the liens on
said real estate are as follows: (1). a Deed of Trust
executed by J. A. Ashby and to J. T. Chapman, Trustee, to
secure to B. F. Chapman the payment of Six Hundred and fifty
dollars, interest thereon running from the *1st* day of *January*

1923 until paid; that the taxes for the years 1923 amount to \$ 35.99. (2) The debts due the said B. F. Chapman of Six Hundred and fifty dollars with interest from the 1st. day of January 1923, which said debt is a debt primarily of J. A. Ashby, J. C. Ashby being his security. (3) The sum of \$ 1753.99, due to sundry creditors, all of equal dignities and priorities as set forth in Commissioner R. A. Edwards' report, filed in this cause on the _____ day of July, 1924; that D. J. Wood, Administrator of J. A. Ashby, deceased, has filed before said Commissioner his report which is made a part of said report of said R. A. Edwards, showing that after paying the preferred claims due by the estate of J. A. Ashby there is a balance in his hands of \$ 152.92, subject to the order of this Court; that the said lands of which said J. A. Ashby died seized and possessed or in which he had an interest cannot be partitioned to an advantage among the parties entitled thereto and that it is to the best interest of all parties in interest that the same be sold as a whole, the debts paid and any residue be divided among the heirs of said J. A. Ashby.

It further appearing to the Court that the personal property of the said J. A. Ashby is not sufficient to pay the debts of the said J. A. Ashby and that the said property does not rent out for sufficient in five years to pay the said indebtedness. The Court doth confirm the said report of the said R. A. Edwards, Commissioner as aforesaid, and doth
" adjudge, order and decree that Geo. F. Whitley and W. J. Nelms be and they are hereby appointed as Special Commissioners for the purpose of making sale of the real estate herein and in the bill and proceedings mentioned, at public auction, before the U. S. Post Office in the town of Smithfield, Virginia, after having advertised the time, place and terms

of sale, for fifteen days, by hand bills posted in ten or more public places in the said County, for one third ($1/3$) cash and the balance in two equal installments, payable in twelve and twenty four months after date, evidenced by bonds of the purchaser, bearing six percent interest from date of sale, payable annually and the title to the property to be retained until the whole of the purchase money be paid and a conveyance directed by the Court; and the purchaser shall deposit ten percent (10%) of the purchase price with the Special Commissioners at the sale, which deposit, in addition to any other remedy, shall be forfeited to this cause in the event the said purchaser shall not, within ten days from the date of sale, fully comply with the terms thereof, and unless the purchaser shall make said deposit at the time of sale then the said Special Commissioner, shall, forthwith, at the same time and place, proceed again to sell the said property upon the said terms. The said purchaser shall have the buildings upon the said property insured for three fourths of their value and assign the policy of Insurance to the said Special Commissioners as additional security for the deferred payments. But the said purchaser shall have the right to pay the said purchase price in cash, if he so desires. *He must give bonds for the cash in case he shall be equally unable to pay the balance of the purchase price.* And the said Special Commissioners are directed to deposit the said bonds with the papers in this cause and the cash installment in the Merchants & Farmers Bank, of Smithfield, Virginia, to the credit of this cause. And to report their proceedings hereunder, returning therewith a receipt of such deposit.

But the said Special Commissioners may receive private written bids for the said property, which shall be submitted to the Court for further direction.

The said Special Commissioners shall do no act under this decree until they shall have entered into a bond, payable and conditioned as directed by law in the penalty of One Thousand dollars (\$1000), approved by the Clerk of this Court.

And this cause is continued-

6

C. S. Betts, Et als.

vs.

Mary A. Daniel et als.

.....

D E C R E E

1892
Sept 2

under Book 8
page 223

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

C.S. Betts, trading as C. S. Betts and Co., who sues on behalf of himself and such other creditors of J.A. Ashby, deceased, who may come in and contribute to the costs of this suit.

vs.

Mary A. Daniel (who was Mary A. Ashby before her marriage with W. A. Daniel, W. A. Daniel, her husband, Myrtle W. Everett (who was Myrtle W. Ashby before her marriage with W.B. Everett, and W.B. Everett her husband, James C. Ashby and Mary E. Ashby, his wife, Grace Ashby Thomas (who was Grace Ashby before her marriage) and A. F. Thomas, her husband, and D.G. Mood, Administrator of J. A. Ashby, deceased.

This cause, which has been regularly proceeded on at rules and set for hearing as to all of the defendants, came on this day to be heard on the complainant's bill, regularly filed and proceeded on at rules, and taken for confessed as to all of said defendants, they having failed to appear, plead, demur or answer the said bill, and was argued by Counsel.

On consideration whereof, the Court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this Court to take and state the following account:

1. When did J.A. Ashby die, and whether or not he died intestate.

2. Who are the heirs of James A. Ashby, deceased, and what interest each of said heirs has in the estate of said James A. Ashby.

3. Of what property James A. Ashby died seized and possessed, both real and personal, and how he came into possession of the same.

4. The annual and fee simple values of the real estate belonging to the said James A. Ashby at the time of his death, and the present fee simple and annual value thereof.

5. The liens on said real estate, or interest in real estate of the said James A. Ashby; their dignities and priorities, and to whom due.

6. What debts were owing by the said James A. Ashby at the time of his death, their dignities and priorities.

7. An account of the transactions of the Administrator of James A. Ashby, deceased.

8. Whether or not there are any taxes due and unpaid against the said property.

9. If the real estate or interest in real estate owned by said James A. Ashby at his death, was owned jointly by the said Jas. A. Ashby and others, whether ~~or not the said real estate is susceptible of partition, and is not susceptible of partition, whether or not any of the parties to these proceedings will take the interest of the said James A. Ashby in said property and pay for the same.~~

The said Commissioner, before making said report, will give five days' notice of the time and place of taking said account.

And the said Commissioner will make his report to this Court.

* partition. If the entire subject, or any distinct or independent part thereof can be conveniently made *habeas corpus*.

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

C. S. Betts and others

vs.

Mary A. Daniel and others.

DECREE.

We consent to this
decree.
Belus Colonna & McMurran
attorneys for
Mary A. Daniel, W. A. Daniel
Myrtle W. Everett & G. Everett

1921
July 7
Entered
U. B. #8

LAW OFFICE OF
NELMS, COLONNA & McMURRAN
LAW BUILDING
NEWPORT NEWS, VA.

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

R. A. EDWARDS, CLERK

December 24th, 1924.

Received of George F. Whitley and T. J. Nelms, the sum of /Twenty
Dollars \$20.00 it being in settlement of my charges as Commissioner
In Chancery for making report in the suit of Betts et als Vs. Daniel
et als.,. Given under my hand this the day and date above written.

R. A. Edwards
Commissioner In Chancery.

ESTABLISHED IN 1910

Smithfield, Va.

Dec 4 1921

Mr G F Whitley & Sons

TO D. J. MOOD, DR.

THE PRINTER

SPECIALIST IN JOB PRINTING

Subd w Ashby Cox Sunc

Received
12/11/21

\$7.00



Dec. 31 . 1924

Received from Geo. F. Whalley
Three Dollars

Ex. papers Bitto vs Daniell
W. H. Chapman, Sheriff

3.00



12/31

1924

Received from Geo F. H. Little

Twelve and 50/100

Dollars

Primo fee, Asher property.

1250

H. H. Chapman, Clerk

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

R. A. EDWARDS, CLERK

December 24th, 1924.

Received of George F. Whitley and W. J. Helms Special Commissioners
the sum of Eighteen Dollars, \$18.00, it being in settlement of first years
premium on bond in the suit of Betts et als Vs. Daniel et als.

Fidelity & Deposit Company Of Md.,

By R. A. Edwards Agt.

C. S. BETTS, trading as C. S. Betts and Co.

vs.

Mary A. Daniel et al.

Statement "A", made at Bar this 24th day of November,
1924.

Amount in hands of D. J. Mood, Adminis-
trator of J. A. Ashby

\$ 152.22

Amount to be paid into the cause by Mary
A. Daniel and Myrtle W. Everett, being
amount of the purchase of the land sold
in these proceedings, after deducting
their respective interests, and after
allowing for the compromise settlement

Scheme of the distribution of the above sums:

1. Costs of this suit, to be taxed by the Clerk
of thi Court
2. Attorney's fee to G.F. Whitley and W. J. Nelms,
for conducting this suit
3. To W.J. Nelms and G.F. Whitley, commissions on
the selling price of said property
4. To D.J. Mood, for posters advertising the sale
5. To W. H. Chapman, fee for crying the said
property
6. To R.A. Edmunds, Commissioner in Chancery,
for making report
7. To G.F. Whitley and W.J. Nelms, fee for pre-
paring Deed to the purchaser
8. To Notary Public, for acknowledgments
9. To G.F. Whitley and W.J. Nelms, for stamps
on Deed
10. To Clerk of this Court for attesting signa-
ture in releasing the B.P. Chapman Deed
of Trust
11. To the Treasurer of Isle of Wight County -
Taxes for the year 1924 on the property
12. To D. W. Chapman or G. F. Whitley, his Attor-
ney, in full of his account against the
estate of J. A. Ashby
13. To B. P. Chapman, or G. F. Whitley, his Attor-
ney, in full of his Deed of Trust
With interest thereon from January 1st,
1923, until paid
14. To O. S. Owens, or G.F. Whitley, his Attorney,
in full of his account against the es-
tate of J. A. Ashby
15. To B.P. Chapman or G.F. Whitley, his Attorney,
in full of his account against the es-
tate of J. A. Ashby
16. To J. Adams, or G. F. Whitley, his Attorney,
in full of his account against the es-
tate of J. A. Ashby

54.35

3
4
24

17.	To F. B. Simpson or G.F.Whitley, his Attorney, in full of his account against the estate of J. A.Ashby	\$ 5.41
18.	To S. Q. Bunkley, or G.F.Whitley, his Attorney, in full of his account against the estate of J. A. Ashby	7.85
19.	To Home Telephone Company, or G.F.Whitley, its Attorney	17.66
20.	To C.S.Betts, or G.F.Whitley, his Attorney, for note	267.20
21.	To C.S.Betts or G.F.Whitley, his Attorney, for open account, in full of his account against the estate of J. A. Ashby, and any claim of said Grace Ashby Thomas	271.32
22.	To C. B. Godwin, or G. F. Whitley, his Attorney, in full of his account against the estate of J. A.Ashby	128.75
23.	To Chas. W. Priddy, or G. F. Whitley, his Attorney, in full of his account against the estate of J. A. Ashby	221.45
24.	To Bank of Smithfield, or G. F. Whitley, its Attorney, in full of its account against the estate of J. A. Ashby	230.32
25.	To Smithfield Farmer, or G.F.Whitley, its Attorney, in full of its account against the estate of J. A.Ashby	90.95
26.	To G. W. Delk or G. F. Whitley, his Attorney, in full of his account against the estate of J. A. Ashby, and the said Grace Ashby Thomas	167.27
27.	To R. A. Edwards, for premium on bond for Special Commissioners	18.00

2018 32

7c

C. S. Betts, Trading as C. S.
Betts and Co.

vs.

Mary A. Daniel et al.

STATEMENT "A"

14m
Mr. Mc
Filed J.W.

LAW OFFICE OF
NELMS, COLONNA & McMURRAN
LAW BUILDING
NEWPORT NEWS, VA.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF ISLE
OF WIGHT COUNTY, VIRGINIA:

In the case of C. B. Betts, trading as C. B. Betts and Company against Mary A. Daniel and others, pending in your Honor's Court, some controversy has arisen between Mary A. Daniel and Myrtle W. Everett and the undersigned, Grace Ashby Thomas, in regard to certain items filed by George W. Delk in the sum of \$167.27, and C. B. Betts, in the sum of \$271.32, filed before the Commissioner in the above entitled suit, against the estate of the late J. A. Ashby, the said Daniel and the said Everett contending that these two items are not chargeable against the estate of J. A. Ashby, but are chargeable against the undersigned, Grace Ashby Thomas.

I desire to inform the Court that the said Mary A. Daniel and Myrtle W. Everett and the undersigned have compromised their differences in connection with this matter, and I hereby waive all interest which I have in the estate of the late J. A. Ashby, as shown by the proceedings in said suit to this date, conditioned however that the said items of \$167.27 and \$271.32 in favor of the said Delk and the said Betts shall be satisfied in full, so that no claim shall be made against me on account of the said claims; and I hereby consent to any decree carrying into effect this arrangement. The amount which would have otherwise come to me from the said estate, in the above mentioned proceedings, it is agreed between the said Daniel, Everett and me, shall be paid to the said Daniel and the said Everett.

Very respectfully,

Newport News, Virginia,
November 10th, 1924.

Grace Ashby Thomas

I hereby consent to the entry of decrees, in vacation as well as in term time, to carry into effect the above arrangement.

Witness: *G. M. McManan*

Grace Ashby Thomas

76
5 Pett's TCo

Mary & Daniel

Letter of Grace Ashby
Thomas

1424

Mr. W

Fred & H.W.

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

C. S. Betts, trading as C. S. Betts and Co.

vs.

Mary A. Daniel et al.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF ISLE OF
WIGHT COUNTY, VIRGINIA:

The undersigned, your Commissioners, appointed by decree entered in this cause on the 2nd day of September, 1924, to make sale of certain real estate mentioned and described in the said decree, respectfully represent that in obedience to said decree, after executing the bond required thereby, they did expose to sale the said real estate mentioned in said decree and in the bill and proceedings, in front of the United States Post Office, in Smithfield, Virginia, on October 11th, 1924, after having advertised the property in accordance with the terms of the said decree. A good number of people attended the sale, the bidding was spirited and the property was finally knocked out to Mary A. Daniel and Myrtle W. Everett, for the sum of \$8,325.00, agreeably to the terms prescribed by the said decree

The said purchasers own a three-fourths interest in the Easterly half of the Gibbs tract, and a three-fourths interest in a half of the Lawrence tract, having acquired two-fourths from their mother, Laura Ashby, and one-fourth by purchasing the interest of J. C. Ashby, and would be entitled to three-fourths of any residue from the estate of J. A. Ashby after paying his debts. The purchasers express the desire to pay into the Court such amount in cash as would be necessary to satisfy the terms of the sale, after deducting the amount to which they would be entitled.

Under these circumstances, your Commissioners did not require the purchasers to pay the 10% of the purchase price at the time of the sale, as the purchasers are ready to pay into the Court

the full amount of the purchase price, less the amount to which they are entitled.

Your Commissioners therefore recommend that the sale be confirmed to the said Mary A. Daniel and Myrtle W. Everett, and that they be directed to convey the said property to the said Mary A. Daniel and Myrtle W. Everett, upon the payment to your Commissioners of the sum of \$ _____, that being the amount which they should pay to your Commissioners after deducting the amount to which the said Mary A. Daniel and Myrtle W. Everett are entitled in the distribution.

All of which is respectfully submitted.

W. J. Burns
J. F. Whitney

Special
Commissioner

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

T. S. Betts, trading as T. S.
Betts and Company

vs.

Mary A. Daniel et al.

COMMISSIONERS' REPORT.

1924
Mr. W.
Filed 1/1/24

LAW OFFICE OF
NELMS, COLONNA & McMURRAN
LAW BUILDING
NEWPORT NEWS, VA.

Public Sale

Special Sale of Farm Land Located Near Carrollton, Isle of Wight County, Virginia

By virtue of the authority vested in the undersigned special commissioners, by a decree entered on September 2, 1924, in a certain cause now pending in the Circuit Court for Isle of Wight County, on the Chancery side of the docket, under the general style of "C. S. Betts, trading as C. S. Betts & Co., etc., vs. Mary A. Daniel," we will offer for sale at public auction in front of the U. S. Postoffice in Smithfield, Va., on

Saturday, Oct. 11, 1924

BEGINNING AT 12.30 P. M.

The following tracts of land located in Newport Magisterial District, Isle of Wight County, Va., described as follows:

1. A tract of land known as Nocks' tract, containing 15 acres, more or less, bounded by the county road leading from Owens' store to Carrollton, the county road leading from Owens' store to Shepherd's place, the tract of land known as the Lawrence tract, and the tract of land known as the Gibbs' tract. It being the same tract of land conveyed to J. A. Ashby by deed recorded in the Clerk's office for Isle of Wight County, in D. B. 44, page 722.
2. A tract of land containing 30 acres, more or less, adjoining what is known as the Nocks' tract and bounded by the county road leading from Owens' store to Shepherd's place, Coran's creek, and one-half of what is known as the Lawrence tract. It being the same tract of land conveyed to the said J. A. Ashby by deed recorded in the Clerk's office for Isle of Wight, in D. B. 45, page 442.
3. A certain tract of land known as one-half of the Lawrence tract, containing 30 acres, more or less, bounded by what is known as Nocks' tract, Coran creek and what is known as the Gibbs' tract of land.
4. A certain tract of land containing 80 acres, more or less, known as the easterly half of the Gibbs' tract, bounded by the County road leading from Owens' store to Carrollton, a tract of land known as Nocks' tract, a tract of land known as the Lawrence tract, Coran's creek, and the lands of J. C. Ashby.

The above property constitutes one tract of land which is described as follows: Bounded on the northerly side by the County road leading from Owens' store to Carrollton, easterly by the County road leading from Owens' store to Shepherd's place, southerly by Coran's creek, and westerly by the lands of J. C. Ashby.

TERMS OF SALE: — One-third cash and the balance in two equal installments, payable 12 and 24 months from date of sale, evidenced by bonds of the purchaser bearing 6% interest from date of sale, payable annually, the title to the property to be retained until the whole of the purchase money be paid and a conveyance directed by the Court; the purchaser to deposit 10% of the purchase price with the Special Commissioners at the time of sale, which deposit shall be forfeited in the event that the said purchaser shall not within ten days from date of sale fully comply with the terms of the sale. The purchaser to have the buildings upon the said property insured for three-fourths of their value and assign the policy of insurance to the said Special Commissioners as additional security for the deferred payments. The purchaser shall have the right to pay the purchase price in cash if so desired. The rent and taxes for the year 1924 shall be equally divided between the parties hereto and the purchaser.

Crier: W. H. CHAPMAN

W. J. NELMS

G. F. WHITLEY

Special Commissioners

In the Clerk's Office of the Circuit Court for Isle of Wight County, Va.

C. S. Betts, trading as C. S. Betts & Co., etc., Plaintiff, against Mary A. Daniel et als, Defendant.

I, R. A. Edwards, Clerk of the said Court, do certify that the bond required of the said Special Commissioners, by the decree rendered in the said cause on September 2, 1924, has been duly given.

Given under my hand as Clerk of the said Court this 15th day of September, 1924.

R. A. EDWARDS, Clerk

Said to Mary a. Danville and
 Myrtle H. Everett @ \$83.28.00
 H. H. Chapman, Orie.

Notice of Sale
 In
 Anshuners
 Return
 H. H. Chapman
 Sec

Ally Lusk

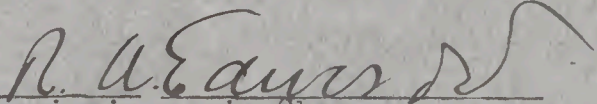
COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF THE COUNTY OF ISLE OF WIGHT, to-wit:

You are hereby commanded to summons J. M. Branch,
M. R. Minton and W. J. Daniel to appear before the under-
signed Commissioner at the office of Geo. F. Whitley, in

the town of Smithfield, on Friday, July 18th, 1924, at
three o'clock, P. M., to testify and the truth to say
touching the valuation of the real estate whereof James
A. Ashby died, seized and possessed, which said evidence is
required to be taken by a decree entered by the Circuit
Court of Isle of Wight County on the 7th day of July, 1924,
in a Chancery suit therein depending in said Court wherein
C. S. Betts & Company et als are plaintiffs and Mary A.
Daniel et als, are defendants.

Given under my hand this 15th day of July, 1924.


Commissioner in Chancery,
of the Circuit Court of Isle of Wight
County.

Also to be served by the Sheriff of the County of Isle of Wight, Virginia, on the 15th day of July, 1924.

ZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZ

ORIGINAL

Received the within
 sum of \$17.00
 day of July 1944 by
 receiving a true copy
 of the same H. J. Parker
 J. M. Francis Agent
 Mr. P. M. Parker and
 in person.
 D. C. of High Co.
 W. H. Chapman, Sheriff

MAGNET, VA., July 17 1924

M. Geo. F. Whitley atty.

IN ACCOUNT WITH W. H. CHAPMAN

Sheriff of the County of Isle of Wight, Va.

10% Commissions Charged on all Collections unless otherwise agreed upon

1924

July 17	To ex. 3 notices to take dep. C. S. Betts & Co et al. vs Mary A. Howell et al.	50
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