

1927-005

Chancery Causes, Alma D. Marshall, gen of John S. Marshall, Junior & Julius
Darden Marshall vs Alma D. Marshall, widow of John S. Marshall &
al

Jble of Wight County

Folder 1
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Petition of John S. Marshall, Junior
Petition of Julius Darden Marshall

other sURNAMES: Chandler
Taylor, Davis, Pruden, Chapman,
Joyner, Holloway

Commissioner's Office,

Isle of Wight, Virginia,

January 16th. 1911.

To Alma D. Marshall, Guardian of John S. Marshall Jr. and Julius Barden Marshall, infant children of Mr. John S. Marshall, deceased, Plaintiff in a certain suit now pending in the Circuit Court of the County of Isle of Wight, on the Chancery side thereof, and:

Alma D. Marshall: Columbian Anne Chandler and William Thomas Chandler, her husband: Josephine E. Taylor and John M. Taylor, her husband: Pol-
lie V. Davis and William P. Davis, her husband: Lelia M. Pruden: John
S. Marshall, Junior, and Julius Barden Marshall, the last two being
infants under the age of twenty one years, and E. H. Williams, Guardian
ad litem of the said infant defendants.

Take notice that I shall, on the 2nd. day of February, 1911, at the of-
fice of George F. Whitley, Attorney at Law, in the town of Smithfield,
in the County of Isle of Wight and State of Virginia, at eleven o'clock
A.M., proceed to execute the decree entered in the said cause above men-
tioned, which directs one of the commissioners of the said court to:

First: to inquire of what estate, real and personal, the infant defend-
ants, John S. Marshall, Jr., and Julius Barden Marshall, are possessed
or entitled, and what are their respective shares or interests therein,
and what are the respective interests of all other parties to this cause
in said property, where such estate is situated, and what is its fee
simple and annual values:

Second: Whether or not there are any liens for delinquent taxes, or oth-
erwise, on the real estate in the bill and proceedings mentioned.

Third: An account of all lien debts against said real estate, with their
priorities, and all other debts due by said decedent.

Fourth: Whether or not the interest of the infant defendants will be pro-
moted by a sale of the real estate, or any part thereof, in the bill and
proceedings mentioned, and an investment of the proceeds of sale in oth-
er property.

Fifth: Whether or not the rights of any person will be violated by such
sale and investment.

Sixth: Who would be the heirs at law, or distributees of the said in-
fant defendants if they were dead, and whether all such persons are
properly before the Court in this cause.

Seventh: Any matter specially stated, deemed pertinent by the Commis-
sioner, or required to be so stated by any party in interest.

Eighth: Whether or not all the parties proper and necessary to this
cause are properly before the Court.

Given under my hand on the 16th. day of January, 1911.

W. Johnson

Commissioner.

We hereby accept legal
service of the within
notice.

X Polly V Davis
Y of Pasadena

Commissioner's Office,

Isle of Wight, Virginia,

January 16th. 1911.

To Alma P. Marshall, Guardian of John S. Marshall, Jr. and Julius Larden Marshall, infant children of Mr. John S. Marshall, deceased, Plaintiff in a certain suit now pending in the Circuit Court of the County of Isle of Wight, on the Chancery side thereof, and:

Alma P. Marshall: Columbian Anne Chandler and William Thomas Chandler, her husband: Josephine E. Taylor and John M. Taylor, her husband: Pol-
lie V. Davis and William P. Davis, her husband: Lelia M. Pruden: John
S. Marshall, Junior, and Julius Larden Marshall, the last two being
infants under the age of twenty one years, and W. R. Williams, Guardian
ad litem of the said infant defendants.

Take notice that I shall, on the 2nd. day of February, 1911, at the of-
fice of George F. Whitley, Attorney at Law, in the town of Smithfield,
in the County of Isle of Wight and State of Virginia, at eleven o'clock
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or entitled, and what are their respective shares or interests therein,
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erwise, on the real estate in the bill and proceedings mentioned.

Third: An account of all lien debts against said real estate, with their
priorities, and all other debts due by said decedent.

Fourth: Whether or not the interest of the infant defendants will be pro-
moted by a sale of the real estate, or any part thereof, in the bill and
proceedings mentioned, and an investment of the proceeds of sale in oth-
er property.

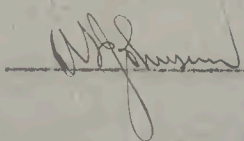
Fifth: Whether or not the rights of any person will be violated by such
sale and investment.

Sixth: Who would be the heirs at law, or distributees of the said in-
fant defendants if they were dead, and whether all such persons are
properly before the Court in this cause.

Seventh: Any matter specially stated, deemed pertinent by the Commis-
sioner, or required to be so stated by any party in interest.

Eighth: Whether or not all the parties proper and necessary to this
cause are properly before the Court.

Given under my hand on the 16th. day of January, 1911.



Commissioner.

I hereby accept legal
service of the within
notice.

X Mrs Lelia M Pinder

Commissioner's Office,

Isle of Wight, Virginia,

January 16th. 1911.

To Alma D. Marshall, Guardian of John S. Marshall Jr. and Julius Barden Marshall, infant children of Dr. John S. Marshall, deceased, Plaintiff in a certain suit now pending in the Circuit Court of the County of Isle of Wight, on the Chancery side thereof, and:
Alma D. Marshall: Columbian Anne Chandler and William Thomas Chandler, her husband: Josephine E. Taylor and John M. Taylor, her husband: Pol-
lie V. Davis and William P. Davis, her husband: Lelia E. Pruden: John S. Marshall, Junior, and Julius Barden Marshall, the last two being infants under the age of twenty one years, and E. M. Williams, Guardian of the said infant defendants.

Notice that I shall, on the 2nd. day of February, 1911, at the office of George F. Whitley, Attorney at Law, in the town of Smithfield, in the County of Isle of Wight and State of Virginia, at eleven o'clock A.M., proceed to execute the decree entered in the said cause above mentioned, which directs one of the commissioners of the said court to:

First: to inquire of what estate, real and personal, the infant defendants, John S. Marshall, Jr., and Julius Barden Marshall, are possessed or entitled, and what are their respective shares or interests therein, and what are the respective interests of all other parties to this cause in said property, where such estate is situated, and what is its fee simple and annual values:

Second: Whether or not there are any liens for delinquent taxes, or otherwise, on the real estate in the bill and proceedings mentioned.

Third: An account of all lien debts against said real estate, with their priorities, and all other debts due by said decedent.

Fourth: Whether or not the interest of the infant defendants will be promoted by a sale of the real estate, or any part thereof, in the bill and proceedings mentioned, and an investment of the proceeds of sale in other property.

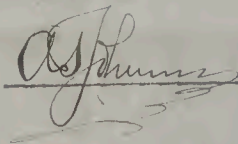
Fifth: Whether or not the rights of any person will be violated by such sale and investment.

Sixth: Who would be the heirs at law, or distributees of the said infant defendants if they were dead, and whether all such persons are properly before the Court in this cause.

Seventh: Any matter specially stated, deemed pertinent by the Commissioner, or required to be so stated by any party in interest.

Eighth: Whether or not all the parties proper and necessary to this cause are properly before the Court.

Given under my hand on the 16th. day of January, 1911.



Commissioner.

We hereby accept legal
service of the within
notice.

Mrs. C. Josephine Taylor.

a John M Taylor - 6

Commissioner's Office,

Isle of Wight, Virginia,

January 16th. 1911.

To Alma D. Marshall, Guardian of John S. Marshall Jr. and Julius Larden Marshall, infant children of Dr. John S. Marshall, deceased, Plaintiff in a certain suit now pending in the Circuit Court of the County of Isle of Wight, on the Chancery side thereof, and:

Alma D. Marshall: Columbian Anne Chandler and William Thomas Chandler, her husband: Josephine E. Taylor and John M. Taylor, her husband: Pol-
lie V. Davis and William P. Davis, her husband: Lelia M. Pruden: John S. Marshall, Junior, and Julius Larden Marshall, the last two being infants under the age of twenty one years, and E. H. Williams, Guardian ad litem of the said infant defendants.

Take notice that I shall, on the 2nd. day of February, 1911, at the of-
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in the County of Isle of Wight and State of Virginia, at eleven o'clock
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ants, John S. Marshall, Jr., and Julius Larden Marshall, are possessed
or entitled, and what are their respective shares or interests therein,
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in said property, where such estate is situated, and what is its fee
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priorities, and all other debts due by said decedent.

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proceedings mentioned, and an investment of the proceeds of sale in oth-
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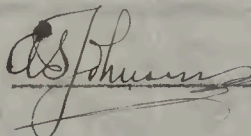
Fifth: Whether or not the rights of any person will be violated by such
sale and investment.

Sixth: Who would be the heirs at law, or distributees of the said in-
fant defendants if they were dead, and whether all such persons are
properly before the Court in this cause.

Seventh: Any matter specially stated, deemed pertinent by the Commis-
sioner, or required to be so stated by any party in interest.

Eighth: Whether or not all the parties proper and necessary to this
cause are properly before the Court.

Given under my hand on the 16th. day of January, 1911.



Commissioner.

We hereby accept legal
service of the within
notice.

X Columbia Chandler

X H. Chandler

Commissioner's Office,

Isle of Wight, Virginia,

January 16th. 1911.

To Alma B. Marshall, Guardian of John S. Marshall Jr. and Julius Barden Marshall, infant children of Dr. John S. Marshall, deceased, Plaintiff in a certain suit now pending in the Circuit Court of the County of Isle of Wight, on the Chancery side thereof, and:
Alma B. Marshall: Columbian Anne Chandler and William Thomas Chandler, her husband: Josephine E. Taylor and John M. Taylor, her husband: Pol-
lie V. Davis and William P. Davis, her husband: Lelia M. Pruden: John S. Marshall, Junior, and Julius Barden Marshall, the last two being infants under the age of twenty one years, and H. M. Williams, Guardian and attorney of the said infant defendants.

Take notice that I shall, on the 2nd. day of February, 1911, at the of-
fice of George F. Whitley, Attorney at Law, in the town of Smithfield,
in the County of Isle of Wight and State of Virginia, at eleven o'clock
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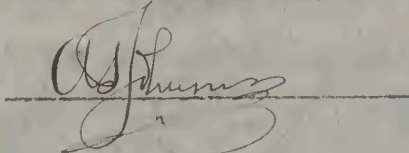
Fifth: Whether or not the rights of any person will be violated by such
sale and investment.

Sixth: Who would be the heirs at law, or distributees of the said in-
fant defendants if they were dead, and whether all such persons are
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sioner, or required to be so stated by any party in interest.

Eighth: Whether or not all the parties proper and necessary to this
cause are properly before the Court.

Given under my hand on the 16th. day of January, 1911.

 Commissioner.

We hereby accept legal
service of the within
notice.

Anna D. Marshall

E. H. Willious
Guardian & filiter for
infant,

Alma D. Marshall,

Being duly sworn, deposes and says:

Q-1. What is your name, age and residence?

A. Alma D. Marshall, Smithfield, Virginia, age 37.

Q-2. Are you the widow of Dr. John S. Marshall, deceased?

A. I am.

Q-3. Did Dr. John S. Marshall leave any children at his death, if so, how many - their names and ages?

A. He left two children: John S. Marshall, age 8 years, and Julius Darden Marshall, age 4 years.

Q-4. Who are the nearest relatives of the infants John S. Marshall and Julius Darden Marshall, and what relationship do the relatives bear to the said infants?

A. ~~Alma D. Marshall, mother of the said infants, and Columbia~~
Anne Chandler, E. Josephine Taylor, Pollie V. Davis and Lelia M. Pruden; the last named four being aunts of the said infants and sisters of whole blood of Dr. John S. Marshall, deceased.

Q-5. Have any of the sisters or brothers of Dr. John S. Marshall died leaving heirs of their body and I mean by heirs of their body, did they leave any children?

A. No, none have died leaving children.

And further this deponent saith not.

Alma D. Marshall.

The depositions of Trent C. Chapman and others, taken before me, A. S. Johnson, a Commissioner in Chancery for the Circuit Court of the County of Isle of Wight, State of Virginia, at the Office of George F. Whitley, Esq., Attorney at Law, of the town of Smithfield, County and State aforesaid, on Thursday, the 2nd. day of February, 1911, pursuant to notice, to be read as ^{evidence} ~~afterwards~~ in the ~~depending~~ cause in Chancery now pending in the said Court, in which Alma D. Marshall, Guardian of the infants of Dr. John S. Marshall, Deceased, is the Plaintiff, and Alma D. Marshall, the widow of the said Dr. John S. Marshall, Deceased, and others, are the defendants.

PRESENT: Mr/ George F. Whitley, Attorney for the Plaintiff, and Mr. E. H. Williams, Guardian Ad Litem for the infant defendants.

Mr. Trent C. Chapman, being duly sworn, deposes and says:

Examination by Mr. Whitley,

Q-1. What is your name, age, residence and occupation?

A. Trent C. Chapman, age 35; a farmer at Magnet, Isle of Wight County, Virginia.

Q-2. Are you familiar with a certain tract of land of which Dr. John S. Marshall died, seized and possessed, containing about 105 acres, and adjoining the lands of Isaac Newton Jones, the lands belonging to the Estate of C. C. Scott, and the lands of C. H. Hart and others?

A. I am.

Q-3. How long have you known this property and how near ^{to it} do you reside?

A. About two miles. I have known it about twenty-five years.

Q-4. Have you been there recently?

A. I have.

Q-5. For what purpose?

A. To look at it and to see what condition it was in.

Q-6. In what condition did you find the buildings?

A. In a poor condition. The houses were put up of poor stuff and in the course of four or five years it will have to be repaired; that is about all I know about it.

Q-7. What would be the cost, in your opinion, to repair these houses?

A. It would cost at least \$500.00 to put the houses and buildings in fair shape within the next five years.

Q-8. Are the fences in good shape?

A. About two-third's of it is under a good wire fence but the rest needs a new fence entirely.

Q-9. What kind of soil is the farm?

A. Low, wet, stiff land.

Q-10. Do you know whether or not the farm is properly ditched?

A. The land is about as well ditched as any land in the Community with open ditches. The character of this soil, however, requires blind ditches to last for any length of time, as open ditches will fill in very rapidly from the action of frost and from the turning of hogs in the field, and it would only be ^avery short time before the ditches would have to be cleaned out, and that at a considerable cost, as it requires so much to drain the land.

Q-11. What do you consider the average productive value of this land?

A. Not to exceed 3 barrels of corn per acre and not over 40 bushels of peanuts per acre, unless a great deal is done to it and it will take some years to do what is necessary. I hardly think that but little of it would bring as much as forty bushels of peanuts per acre; twenty-five would probably be a better average estimate.

Q-12. How far would you say this farm is from the nearest market?

A. About six miles from Smithfield--which is the nearest market.

Q-13. What do you think is a fair annual value of the land?

A. \$60.00 would be a fair price for it.

Q-14. What do you think a fair cash value of the farm?

A. I think the condition that it is in now, \$1200.00 would be all that I would like to put in it.

Q-15. Are you familiar with the other farm mentioned in the bill and proceedings known as the "Bergan" tract, if so, how long have you known it?

A. I am familiar with it and have known it for twenty-five years at least.

Q-16. Have you been on the place recently?

A. Have not. I have been around the road but most all of it is in a full view of the road and I know the lay of the land.

Q-17. What do you mean by the lay of the land?

A. I mean that the most of it is roly and inclined to wash.

Q-18. What is the nature of the soil of this farm?

A. Light land.

Q-19. Is this farm in a high state of cultivation at the present time?

A. It is; the farm is in good shape.

Q-20. How far from the town of Smithfield is this farm?

A. About two miles.

Q-21. If this farm should be rented out to the usual tenant, would it be likely to retain its present state of cultivation?

A. It would not.

Q-22. Why?

A. Because the usual tenant gets as much as he can from the land without improving the same, and that any rented land will reduce in its richness and its productiveness, unless close attention is paid by the owner. This farm being roly as it is, of course, will naturally wash and unless close attention is paid, in the course of five or six years, with the planting of corn and peanuts, the land would reduce greatly in its rental value as well as in its cash value, as both would run hand in hand.

Q-23. What do you think a fair rental value of this farm in its present state of cultivation?

A. In its present state of cultivation I would say it should rent for about \$250.00 a year.

Q-24. What do you think a fair cash value?

A. The way land is now selling and the farm being in a high state of cultivation as it is now, I should say that it would bring about \$4,000.00.

Q-25. If this farm should be rented out now do you think, that in the course of five or six years, it would bring \$4,000.00?

A. I do not.

Q-26. Why?

A. Because rented land usually, as I have stated before, depreciates in value, and especially would this land depreciate, because it is rolly and the tenant will not go to the expense of stopping the land from washing, and when it once starts washing it washes very rapidly.

Q-27. State whether or not, in your opinion, the interests of the infant owners would be promoted by a sale of the two farms and an investment of the proceeds in other property?

A. I do think it would.

Q-28. Why do you think so?

A. I think it would be to the interest of the infants and the others interested, to sell the farm first referred to-because the land is in a low state of cultivation and it will be necessary, as I have stated before, to spend a great deal of money to put the buildings in good shape. If she could get several hundred dollars rent for the place in the course of five or six years and then have to put it right back on the place, there would be no income at all and the infants would be no better off. I think the interests of all parties would be promoted by a sale of the second farm referred to, because I do not think in the course of five years that farm will be worth anything like as much as it is now, because rented land usually depreciates in value, and it would be better to invest the money received from the sale of the property in some other property

that would not depreciate in value so rapidly.

By Commissioner:

Q-29. Mr. Chapman/ I understand from the answers that you have given to Mr. Whitley's questions, that you think that it would be to the interest of all parties interested in the property mentioned and especially the infants, that the said property should be sold and the proceeds to be re-invested in other property which will bring more income--is it your opinion that this property, even if well managed, and I mean by well managed, such management as a person of experience ⁱⁿ ~~of~~ such matters would give to it--do you **believe** that under this condition that it would be better to sell the property and re-invest the proceeds for the reason of what you term its depreciation in value?

A. No, she would have to be constantly spending about as much as she could probably get from it for its up-keep. I believe that if the property was converted into cash and the money loaned out upon proper security at 6% interest, that the income would be more than could possibly come from the rental of the land under the best sort of management.

Q-30. Mr. Chapman, you stated that you had been upon one tract of land herein mentioned and the other you knew very well, frequently passing it, if the land is directed to be sold by the Court are you a probable bidder?

A. No, Sir:

Q-31. Do you speculate in land?

A. No, sir:

And further this deponent saith not.

Trent Chapman

Mr. V. W. Joyner, being duly sworn, deposes and says:

Examination by Mr. Whitley

Q-1. What is your name, age, residence and occupation?

A. V. W. Joyner, Age 48; a Merchant, Curer of the "SMITHFIELD Ham" and a farmer, Smithfield, Virginia.

Q-2. Are you familiar with a certain tract of land of which Dr. John S. Marshall died, seized and possessed, containing about 105 acres, and adjoining the lands of Isaac Newton Jones, the lands belonging to the estate of C. C. Scott, deceased, and the lands of C. H. Hart and others?

A. Yes, sir; I have been all over the wood-land fox hunting, and all over the open land and examined the buildings yesterday.

Q-3. For what purpose did you examine the buildings?

A. To see the condition of them.

Q-4. In what condition did you find the buildings?

A. The dwelling was in a very poor condition; it needed porches and underpinning, as some of them were gone and the house had settled considerably; the window frames were all rotten so it would not hold the panes.

Q-5. Did you find any barns and outbuildings?

A. I found one barn built of very cheap common lumber and the roofing of paper, which showed signs of rotting for lack of paint, which will soon blow off; 1 log crib which was no good; that is about all the buildings that are there.

Q-6. What kind of fencing did you find around the farm?

A. I found no line fence between this property and the estate of C. C. Scott, deceased; the distance about three-fourth's of a mile. I found the open land fenced in, with the exception ~~above-mentioned~~, by wire fencing.

Q-7. You say that you found no line fence between this property and the estate of C. C. Scott, deceased,-- well, what would be the costs of putting up this line fence?

A. It would take about three rolls of wire, which would cost \$15.00 per roll, besides the posts, labor and necessary expense.

Q-8. What is the nature of the soil?

A. Low, boggy, stiff and several bogs in it and difficult to drain.

Q-9. What do you think it would cost to put the buildings in good shape for a tenant?

A. It would cost at least \$400.00 to repair the house and about \$75.00 to repair the barn and crib.

Q-10. What do you think a fair rental value?

A. A fair rental value I would say, would be from \$65.00 to \$75.00.

Q-11. What do you think a fair cash value of the property?

A. About \$900.00.

Q-12. Does the land require much ditching to drain it?

A. It requires more than any piece of land I ever saw for the size of it.

Q-13. What do you think the average productive value of the farm?

A. About two barrels of corn to the acre and about twenty-five bushels of peanuts to the acre; some of it ~~won't make that much~~.

Q-14. How far would you say this farm is from the nearest shipping point?

A. About four (4) miles.

Q-15. Then, if I understand you correctly, you would say that the land is in a very poor state of cultivation--is this correct?

A. It is.

Q-16. Are you familiar with the other farm mentioned in the bill and proceedings known as the "Bergan" tract, if so, how long have you known it?

A. I have known that tract of land for thirty years.

Q-17. What is the comparison between the state of cultivation now and when you first knew it?

A. The condition is about five times better now than it was when I first knew it.

Q-18. How do you count for the improvement which has been made?

A. Dr. Marshall, while he was living, sowed the hilly and washy places and kept it in grass and alfalfa to keep it from washing in the Creek, and manured the balance very heavy; and in other words- it was his "Pet"; he spent more money in improving it than he received from it.

Q-19. Then, if I understand you, the land is very rolly and inclined to wash--is this correct?

A. It is very rolly, and has several ravines that leads to "Pagan" Creek, that runs through the property.

Q-20. What is the nature of the soil of this land?

A. The majority of it is light.

Q-21. I further understand from your answer to a former question, that the farm is in a high state of cultivation--is this true or not?

A. It is true.

Q-22. How much corn per acre do you think it would produce?

A. From ten to twelve barrels if it is heavily fertilized.

Q-23. How many bushels of peanuts do you think it would produce per acre?

A. In its present condition it would produce from 60 to 75 bushels per acre, but renting it to majority of renters that farm land is rented to, in the course of three years it would not bring over 25 to 30 bushels.

Q-24. How do you account for such a decrease in such a short length of time in the productiveness of the farm?

A. Because the land is very easy to wash if it is not properly cared for, and when people in this section rent a farm, they rent it to get all they can get out of it.

Q-25. How far is this farm from the town of Smithfield?

A. About two (2) miles.

Q-26. What is a fair rental value of this farm?

A. A fair rental value now would be about \$200.00, but in a few years I don't think it would bring over \$100.00, if rented.

Q-27. What do you think would be a fair cash value of this farm?

A. I would say from \$3500.00 to \$4,000.00.

Q-28. State whether or not, in your opinion, the interest of the infant owners and others interested, would be promoted by a sale of the two (2) farms and an investment of the proceeds in other property?

A. Yes, I think their interest would be promoted by a sale.

Q-29. Why do you think so?

A. The first farm mentioned has about the worst soil and in the worst condition of any farm I know in this section; it takes more fencing and more ditching of any piece of land the same size I know, and it needs repairing and take it in consideration, that the Widow is not situated so that she can look after it; she has no children old enough to look after it and it would be at least ten (10) or fifteen (15) years before they will be large enough, and by that time I should judge the property will almost be worthless; and further, it would not pay her to put the proper improvements on the place, necessary, to rent it out to any advantage. I think it would be to the interests of all parties to sell the "Bergan" tract because it is in a high state of cultivation and will bring twice as much now as it ever will again, especially if rented out to tenants for a few years. I think the money derived from the sale of the farm would, within five years, earn great deal more at 6% interest than the property would if rented out to tenants for the same length of time. Further, that the money derived from the sale of both of the farms could be re-invested in other property which would not depreciate as rapidly in value as the farm and which would bring in a great deal more in the way of rent in the course of five or ten years, than the farm would bring if rented.

Q-30. Dr. John S. Marshall died, seized and possessed of a certain lot of land situated in the town of Smithfield on the road known as the "New Road" and referred to in the bill and proceedings. Do you know anything about this property?

A. Yes, sir:

Q-31. Are the houses in good condition?

A. In fairly good condition.

Q-32. Is the property on the "New Road" adjoining this property-advancing in values or is it at a standstill?

A. It is at a standstill.

Q-33. Have the houses in that section of the town been in demand for rent to any great extent?

A. The majority of these particular houses mentioned were not rented last year.

Q-34. How many houses are erected on this piece of property?

A. Four (4).

Q-35. What do you think a fair rental value each?

A. About \$9.00 per month.

Q-36. What do you think a fair cash value for the whole piece of property?

A. About \$3200.00.

Q-37. Will the interests of any person be violated by the sale of this property and the money reinvested in other property?

A. As to the farms I think that the interests of all, instead of being violated would be promoted, as I have stated before. As to the lots on the New Road I don't think that the interest of any person will be violated by a sale and a good investment of the proceeds made in other property, I think the proceeds could be invested in better rental property.

Q-38. Are you a land speculator?

A. I buy some land.

Q-39. Are you a prospective bidder for the farms and houses?

A. No, sir.

And further this deponent saith not.

D. W. Layner

Mr. B. P. Chapman, being duly sworn, deposes and says:

Examination by Mr. Whitley:

Q-1. What is your name, age, residence and occupation?

A. B. P. Chapman, Smithfield, Virginia, age 62; a Merchant, Ham Curer and a farmer?

Q-2. Are you familiar with a certain tract of land of which Dr. John S. Marshall died, seized and possessed, containing 105 acres, adjoining the lands of Isaac Newton Jones, the lands belonging to the estate of C. C. Scott, deceased, and the lands of C. H. Hart and others?

A. I am;

Q-3. How long have you know this piece of property?

A. For good many years.

Q-4. Do you own any property near this tract?

A. Yes, sir; I own property that adjoins it.

Q-5. How far is this piece of property from Smithfield?

A. Something like five (5) miles.

Q-6. Have you been on this piece of property lately?

A. No, sir; I have been along the road.

Q-7. Are there any buildings on this property?

A. There is a barn and dwelling.

Q-8. Do you know in what condition these houses are in?

A. No I do not.

Q-9. What is the nature of the soil?

A. The land looks to be very heavy.

Q-10. What do you think a fair cash value of the property?

A. \$1,000.00.

Q-11. Are you familiar with the other farm known in the bill and proceedings as the "Bergan" tract, if so, how long have you known it?

A. Have known it all of my life.

Q-12. What is the nature of the soil?

A. The nature of the soil is not very light nor very heavy, but medium.

Q-13. Do you know whether or not the land is now in a high state of cultivation?

A. Yes, the land is in a good condition.

Q-14. Did you see the crops growing on this place?

A. Yes, sir;

Q-15. Was it a very good crop?

A. Yes, sir;

Q-16. How many barrels of corn would you judge it would produce per acre?

A. Something like 8 or 10 barrels.

Q-17. How many bushels of peanuts would you judge it would produce per acre?

A. About 75 or 80 bushels per acre; in fact, it will bring a good crop of most any crop that should be planted.

Q-18. What is the lay of the land--I mean is it rolly or level?

A. Awfully rolly.

Q-19. How far from the town of Smithfield is this farm?

A. About 1-1/2 miles.

Q-20. If this farm should be rented out to the usual tenant--would it likely retain its present state of cultivation for the course of five years?

A. I think not.

Q-21. Why?

A. Why the best reason in the world is unless it is very heavy fertilized it would go back, and the renters don't generally do that; you would have to be very careful in cultivating on account of it being hilly and rolly, to keep it from washing .

Q-22. How much do you think the land would reduce in its cash value, in the course of five years, renting it out to the usual tenant?

A. It would reduce as much as it would rent for in value per year.

Q-23. What do you think a fair rental value of the property?

A. I think \$250.00 is a big rent for it.

Q-24. What do you think a fair cash value of the property?

A. \$2500.00.

Q-25. Are you familiar with a certain lot located in the town of Smithfield of which Dr. John S. Marshall died, seized and possessed?

A. Yes/ sir;

Q-26. Where are they located?

A. On Cary Street which was once known as the "New Road."

Q-27. How many houses on this lot?

A. I think it is four.

Q-28. Is the property in this section of the town enhancing in value?

A. I don't think so.

Q-29. Would you say that it is declining in value?

A. I think so.

Q-30. What do you think a fair rental value per month for each house?

A. About \$8.00.

Q-31. What do you think a fair cash value for the property as a whole?

A. About \$5,000.00.

Q-32. State whether or not, in your opinion, the interests of the infant owners will be promoted by a sale of the property and an investment of the proceeds in other property?

A. Yes, I think it would be a good investment.

Q-33. Why do you think that the interests of the infants would be promoted in selling the tract of land first referred to?

A. Because this piece of land is in a low state of cultivation at the present time, and I think that the money derived from the sale of this tract could be invested in property which would bring in a great deal more in the way of rent.

Q-34. Why do you think by the sale of the "Bergan" tract that the interests of the infants would be promoted?

A. I think that it would be better to sell that tract while it is in a good condition, that renting it out from year to year it would

soon become nothing, and that the money derived from the sale could be invested in property which would not decrease as quickly and in such a short length of time and would bring in more revenue; further, that the property would soon go to pieces if rented out.

Q-35. Why do you think that by a sale of the houses and lots above referred to and the money reinvested, would promote the interests of the infant owners?

A. Because the property has been lying idle a great deal and if the money was invested in other property, which was in a greater demand for rental purposes, it would be of more benefit to the infants.

Q-36. Will the interests of any person be violated by a sale and an investment of the proceeds in other property?

A. I don't think so. In other words I think the interests of all parties would be promoted by a sale.

And further this deponent saith not.

B. McChalsman

Mr. J. W. Holloway, being duly sworn, deposes and says:

Examination by Mr. Whitley:

Q-1. What is your name, age, residence and occupation?

A. J. W. Holloway, Smithfield, Virginia, 43 years; a Merchant.

Q-2. Are you familiar with a certain tract of land of which Dr. John S. Marshall died, seized and possessed, containing about 105 acres and adjoining the lands of Isaac Newton Jones, the lands belonging to the estate of C. C. Scott, deceased, and the lands of C. H. Hart and others?

A. I am.

Q-3. How long have you known this property?

A. About twenty-five (25) years.

Q-4. Are there any buildings on this property?

A. Yes, there is a dwelling house rather ordinary built; some out houses of ordinary character.

Q-5. When were you last there?

A. About eighteen (18) months ago.

Q-6. In what condition were the buildings at that time?

A. They were in very ordinary condition and needed repairs at that time; the house having been built of very ordinary material.

Q-7. What state of cultivation is the land in now?

A. It is very ordinary land; the land will perhaps produce 3 or 4 barrels of corn per acre under favorable weather condition.

Q-8. What is the nature of the soil?

A. Wet and flat.

Q-9. Is it a desirable rental property?

A. I should'nt think so.

Q-10. What do you think a fair rental value of this property?

A. I think \$75.00 would be a fair rent.

Q-11. If the buildings on this property needs repairing and the land is in a poor state of cultivation, and as you say not good rental property, do you think that the interests of the infant owners would

be promoted by a sale of this property and the proceeds invested in other property?

A. I do.

Q-12. Why?

A. For the reason that the ~~own~~^{er} of such property for rental purposes is not a profitable investment; the farm being small and the land being in a low state of cultivation, makes it unattractive to very reliable tenants; and further, it will be an injudicious expenditure of money to make the necessary repairs on such tract of land for rental purposes.

Q-13. What do you think a fair cash value of this property?

A. About \$1200.00.

Q-14. Do you think that the interests of any person would be violated by a sale of the property and an investment of the proceeds?

A. No, I do not; in fact, for the reasons stated I think that the interests of all parties would be promoted.

Q-15. Are you familiar with the tract of land referred to in the bill and proceedings known as the "Bergan" tract?

A. I am.

Q-16. How long have you known this property?

A. About twenty-five years.

Q-17. What is the nature of the soil?

A. It is a medium soil; rather inclined to be light.

Q-18. What is the lay of the land?

A. It is very rolly and very little table land.

Q-19. What is the state of cultivation of this tract of land?

A. It is in a very good state.

Q-20. What was the state of cultivation when you first knew it?

A. Very poor.

Q-21. Why ~~such~~ a difference in its former state of cultivation and now?

A. Because Dr. Marshall used a high grade of fertilize there and cultivated the land with a great deal of care; sowing grasses and etc., ~~preventing~~ washes and great several ravines making up in the land.

Q-22. Would the land wash very much if the usual crops were cultivated?

A. If the usual crops were cultivated with not very much care the land would wash badly.

Q-23. What do you think the annual value of this property?

A. The rental value now is worth \$250.00 to \$300.00, but if tenanted for five (5) years it wouldn't be worth not to exceed \$150.00.

Q-24. Why do you think that it would reduce in its rental value in so short a length of time?

A. On the account of the lay of the land. I don't believe that you could get a tenant that would begin to use the care of preventing washing and leaching of land as Dr. Marshall did.

Q-25. What do you think a fair cash value of this farm?

A. At this time I think the farm would bring from \$4,000.00 to \$4500.00.

Q-26. Do you think the farm would reduce in its cash value if rented out to the usual tenant?

A. I do.

Q-27. If rented out to the usual tenant for the term of five (5) years--what do you think would be the reduction in its cash value?

A. I think it would be equal to the reduction in the rental value.

Q-28. State whether or not, in your opinion, the interests of the infant owners will be promoted by a sale of the property and an investment of the proceeds in other property?

A. I believe it would.

Q-29. Why?

A. For the reason given, that the depreciation of value of property by tenanting it out would far exceed the depreciation in the value of other property which could be purchased by the money derived from the sale. I also believe that the money derived from the sale of the farm could be invested in other rental property that would be more profitable for an extended term.

Q-30. Would the interests of any person be violated by a sale and an investment of the proceeds?

A. I don't think so but on the other hand I think that the interests of all parties would be subserved and promoted.

Q-31. Do you think that the money derived from the sale of this property would bring in more revenue if loaned out on good security at the rate of 6% per annum for the term of ten (10) years than would be received from the rent of the farm for like term?

A. I do, because of the depreciation of the rental value of the farm.

Q-32. Are you familiar with the lot of land located in the town of Smithfield on the road known as the "New Road" of which Dr. John S. Marshall died, seized and possessed?

A. I am.

Q-33. Are there any houses on this lot of land?

A. Four (4).

Q-35. What do you think a fair rental value for these houses per month?

A. \$8.00.

Q-36. What do you think a fair cash value for the lot of land including the houses?

A. I should say about \$3500.00.

Q-37. Is the property enhancing in value?

A. I don't think so I think it is at high water mark.

Q-38. Is the property good rental property?

A. No, I should think not; I don't think it is a very desirable rental property.

Q-39. Why?

A. For the reason the houses are too close together, having been built four houses on two lots; the lots being 60 ft. front.

Q-40. Do you think that the money derived from the sale of this piece of property could be invested in other rental property which would produce a greater revenue?

A. I think the sale of that property and the purchase of more desirable rental property, would produce more benefit or income to the parties interested in the course of a term of ten years than it now

receives, for the reasons that that property has been hard to rent and often vacant in the last five years.

Q-41. Will the interests of any person be violated by a sale of the property and reinvestment of the proceeds?

A. I don't think so, as I think a better investment could be made of the money.

And further this deponent saith not.

John DeLong

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

MARSHALL'S GUARDIAN

VS) CHANCERY

MARSHALL ET AL'S.

REPORT OF REFERENCE.

Commissioner's Office,

Isle of Wight, Virginia,

March 15th. 1911.

TO HONORABLE E. D. FRITH,

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

The undersigned, one of the Commissioners in Chancery of the Circuit Court of the County of Isle of Wight, to whom has been referred the papers in the above entitled cause for the execution of a decree entered therein on the 5th. day of December, 1911, respectfully reports that on the 16th. day of January, 1911, he gave notice to all the interested parties mentioned in the Bill and proceedings of the said suit, that he would, on the 2nd. day of February, 1911, at the office of George F. Whitley, Esquire, Attorney at Law, in the Town of Smithfield, County of Isle of Wight and State of Virginia, at eleven o'clock A.M. of that day, proceed with the execution of the said decree, an extract of which was copied in said notice, the said notices being herewith returned, and on which service appears.

That on the said 2nd. day of February, 1911, at the time and place mentioned in the said notice, your Commissioner attended and proceeded with the execution of the said decree and then and there took the testimony of Trent C. Chapman and others, all of whom are considered by your Commissioner men of affairs and good sound judgment in such matters,

and upon such testimony so taken as aforesaid, and upon the written pleadings in this cause, your Commissioner is informed and reports as follows:

FIRST: That Dr. John S. Marshall died seized and possessed of of personal estate of the appraised value of \$2648.50, according to an exhibit filed with the Bill in this cause, and in a further amount of \$4294.75, according to the representations of the plaintiff in her bill of complaint filed in this cause.

That the said John S. Marshall also died seized and possessed of real estate, according to the Land Book for the year 1910, of this County, as follows:

(a) A tract of 105 acres, adjoining the lands of I. M. Jones, of the assessed value of \$800.00.

(b) A tract of 80 acres, adjoining A. L. Little et als. of the assessed value of \$1500.00.

(c) A lot of land in the Town of Smithfield, on Cary Street, of the assessed value of \$2800.00.

(d) A lot of land in the Town of Smithfield, on Church (Home of said Dr. Marshall) of the assessed value of \$5500.00:

The said property here mentioned passes to and descends to John S. Marshall, Jr., and Julius Darden Marshall, the only children of the said Dr. John S. Marshall, deceased, subject, however, to the dower interest therein of their mother, Alma Darden Marshall, widow of the said Dr. John S. Marshall.

The annual values of the said pieces of realty appear to be, from the testimony filed herewith, as follows:

- (a).....\$60.00 to \$75.
- (b)..... 250.00 to \$300.00 (\$250.00 appearing fairer)
- (c).....\$16.00 to \$18.00 per month.
- (d)..... Not valued (Home place)

The fee simple value of the said pieces of realty appear to be, from the testimony filed herewith, as follows:

- (a).....\$900.00 to \$1200.00.
- (b)..... 2500.00 to 4000.00
(\$3500.00 a very fair valuation in the opinion
of the Commissioner)
- (c)..... About \$3200.00.

The said property is located as follows:

- (a).....About six miles from Smithfield,
in Hardy Magisterial District.
- (b).....About two miles from Smithfield, or
a little less, in Hardy Magisterial
District.
- (c).....In the Town of Smithfield, on Cary
Street.

The respective shares of the infant defendants in the said property is one half each less the interest of the widow in the same.

SECOND: Your commissioner finds no liens for delinquent taxes, or otherwise, upon any of the said property.

THIRD. No lien debts are of record against any of the said property.

FOURTH: From the testimony taken as aforesaid, and filed herewith, it is manifestly to the interest of the infant defendants, as well as the widow, for sale to be speedily made of the property noted herein as (a), (b) and (c), and the investment of the proceeds derived from said sale in other property that will bring more revenue for the benefit of the interested parties.

FIFTH: It appears that the rights of no interested party will be violated by a sale of the said property above mentioned. On the other hand it appears that the rights of the several parties will be promoted.

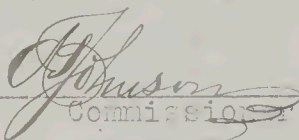
SIXTH: The heirs at law of the infant defendants, if they were dead, both of them, would be ~~their mother~~, Columbia Anne Chandler, E. Josephine Taylor, Follie V. Davis and Lelia M. Pruden, all aunts of the said infant defendants, being daughters of their paternal grandfather, and whole sisters to the said John S. Marshall, deceased.

SEVENTH: Your commissioner is informed and believes, and so reports, that tract of land (b) seems to have been a pet of Dr. Marshall, he having spent a good deal of money experimenting and demonstrating

what could be done with such a tract of land, and, in the course of his operations increased the productiveness of the land many times more than what it was at the time he purchased it. In consequence thereof, the land is now at a very high state of cultivation, and can only be kept so by some one who is willing to spend a great deal more than is usually spent in this community in agriculture, save in experiments, and could not be considered in producing revenue, ordinarily.

EIGHTH: It appears that all of the necessary parties are properly before the Court.

Respectfully submitted,


Commissioner in Chancery.

Commissioner's fee,.....\$25.00
Stenographer,..... 2.50.

14

ALMA D. MARSHALL, Guardian etc.,

VS.) REPORT OF
COMMISSIONER IN CHANCERY

ALMA D. MARSHALL, et als.

*Filed on the 15th
day of March 1911.*

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

COMMONWEALTH OF VIRGINIA.

Sgt of the City of Portsmouth
TO THE ~~SHERIFF OF ISLE OF WIGHT COUNTY~~---Greeting;

We command you that you summon Alma D. Marshall; Columbia Anna Chandler and William Thomas Chandler, her husband: Josephine E. Taylor and John M. Taylor, her husband: Pollie V. Davis and William P. Davis, her husband: Lelia M. Pruden: John S. Marshall, Jr., and Julius Darden Marshall, the last named two being infants under the age of twenty one years,

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 3rd. Monday in September, 1910, 1911, to answer a bill in chancery exhibited against them in our said Court by Alma D. Marshall, guardian of John S. Marshall, Jr., and Julius Darden Marshall, infants children of John S. Marshall, deceased,

And have then and there this writ.

Witness, A. S. JOHNSON, Clerk of our said Court, at the Court-house, this 14th. day of September, 1910, 1911, and in the 135th. year of the Commonwealth.

Teste, *A. S. Johnson* Clerk.

4th

Marshall's Guardian
vs { Subpoena re Chancery
Marshall et al

Port,

We hereby accept legal ser-
vice of the within summons.

John Davis
Folio of Davis
W D Davis

COMMONWEALTH OF VIRGINIA.

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

We command you that you summon Alma D. Marshall, Columbia Anna Chandler, and William Thomas Chandler, her husband: Josephine E. Taylor and John M. Taylor, her husband: Pollie V. Davis and William F. Davis, her husband: Lelia M. Pruden: John S. Marshall, Jr., and Julius Darden Marshall, the last named two being infants under the age of twenty one years,

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 3rd. Monday in September, 1910, 191, to answer a bill in chancery exhibited against them in our said Court by Alma D. Marshall, guardian of John S. Marshall, Jr., and Julius Darden Marshall, infant children of John S. Marshall, deceased,

And have then and there this writ.

Witness, A. S. JOHNSON, Clerk of our said Court, at the Court-house, this 14th. day of September, 1910, 191, and in the 135th. year of the Commonwealth.

A. S. Johnson Clerk.

4

Marshall's Guardian
vs \$ Subpoena in Chancery
Marshall et al

ntw

We hereby accept legal
service of the within sum-
mons.

E. Josephine Taylor

John W. Taylor

COMMONWEALTH OF VIRGINIA.

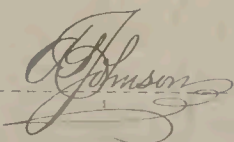
TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting;

We command you that you summon Alma D. Marshall, Columbia Anna
Chandler and William Thomas Chandler, her husband; Josephine E.
Taylor and John M. Taylor, her husband; Pollie V. Davis and William P.
Davis, her husband; Lelia M. Pruden, John S. Marshall, Jr: and Julius
Darden Marshall, the last named two being infants under the age of
twenty one years,

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 3rd.
Monday in September, 1910, , 191 , to answer a bill in
chancery exhibited against them in our said Court by
Alma D. Marshall, Guardian of John S. Marshall, Jr., and Julius Darden
Marshall, infant children of John S. Marshall, deceased,

And have then and there this writ.

Witness, A. S. JOHNSON, Clerk of our said Court, at the Court-
house, this 14th. day of September, 1910 , 191 , and in the
135th. year of the Commonwealth.

 Clerk.

3

Marshall's Guardian
vs { Subpoena in Quorum
Marshall et al. D

Sof H.

We hereby accept legal
service of the within summons.

Columbia Anna Chandler

W. F. L. Miller

COMMONWEALTH OF VIRGINIA.

Sgt of the City of Portsmouth
TO THE ~~SHERIFF OF ISLE OF WIGHT COUNTY~~ Greeting;

We command you that you summon **Alma D. Marshall; Columbia Anna Chandler and William Thomas Chandler, her husband: Josephine E. Taylor and John M. Taylor, her husband: Pollie B. Davis and William T. Davis, her husband: Lelia M. Pruden: John S. Marshall, Jr., and Julius Darden Marshall, the last named two being infants under the age of twenty one years,**

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

3rd. Monday in **September, 1910**, 191, to answer a bill in chancery exhibited against ~~them~~ in our said Court by **Alma D. Marshall, guardian of John S. Marshall, Jr., and Julius Darden Marshall, infants children of John S. Marshall, deceased,**

And have then and there this writ.

Witness, A. S. JOHNSON, Clerk of our said Court, at the Court-house, this **14th.** day of **September, 1910**, 191, and in the **135th.** year of the Commonwealth.

Teste,

A. S. Johnson
Clerk.

*Copy
J. S. Johnson
Clerk*

2

We hereby accept legal
service of the within summons.

Follie V. Harris

W. P. Harris

Alma D. Marshall

COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF ISLE OF WIGHT COUNTY--Greeting;

We command you that you summon Alma D. Marshall, Columbia Anna Chandler and William Thomas Chandler, her husband: Josephine E. Taylor and John M. Taylor, her husband: Follie V. Davis and William P. Davis, her husband: Lelia M. Pruden: John S. Marshall, Jr. and Julius Darden Marshall, the last named two being infants under the age of twenty one years,

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 3rd. Monday in September, 1910, , 1910, to answer a bill in chancery exhibited against them in our said Court by Alma D. Marshall, guardian of John S. Marshall, Jr., and Julius Darden Marshall, infant children of John S. Marshall, deceased,

And have then and there this writ.

Witness, A. S. JOHNSON, Clerk of our said Court, at the Court-house, this 14th. day of September, 1910, and in the 135th. year of the Commonwealth.

Teste,



Clerk.

7
Marshall Guardian
vs Subpoena in Chy
Marshall et al

Return

I hereby accept legal ser-
vice of the within sum ons.

Lelia M. Prudden

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

STATE OF VIRGINIA:

Alma D. Marshall, Guardian of John S. Marshall, Jr.,
and Julius Darden Marshall, infant
children of John S. Marshall, De-
ceased.....Plaintiff.

Vs.) In Chancery

Alma D. Marshall, Columbia Anne Chandler and William
Thomas Chandler, her husband, Jose-
phine E. Taylor and John M. Taylor,
her husband, Pollie V. Davis and
William P. Davis, her husband,
Lelia M. Pruden, John S. Marshall;
Jr., and Julius Darden Marshall;
the last named two being infants
under the age of twenty-one years...Defendants.

-----oOo-----

The joint and separate answer of Pollie V. Davis and
William P. Davis, her husband, to a bill in equity exhibited
against them and others in the Circuit Court of the County of
Isle of Wight by Alma D. Marshall, Guardian of John S. Marshall,
Jr., and Julius Darden Marshall, infant children of John S. Mar-
shall, deceased.

These respondents saving and reserving, etc., for answer
to the said bill say that they believe the statements therein made
are true. These respondents do not object to the sale of the land
as prayed for in the said bill; they concur in the prayer of the
said bill.

And now having fully answered, they pray to be hence dis-
missed with their costs, etc.

Pollie V. Davis

William P. Davis

STATE OF VIRGINIA,

City. of Portsmouth. to-wit:

Subscribed and sworn to before me in my City.
aforesaid, by Pollie V. Davis and William P. Davis, this, the 2nd.
day of November, 1910.

My commission expires on the 20th day of Feb.

19 12.

F. M. Elder
Notary Public.

James of Virginia

Alma D. ^{'12'} Marshall Guardian

12 } Answer of adults

Alma D. Marshall et al.

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

STATE OF VIRGINIA:

Alma D. Marshall, Guardian of John S. Marshall, Jr.,
and Julius Darden Marshall, infant
children of John S. Marshall, De-
ceased.....Plaintiff.

Vs.) In Chancery

Alma D. Marshall, Columbia Anne Chandler and William
Thomas Chandler, her husband, Jose-
phine E. Taylor and John M. Taylor,
her husband, Pollie V. Davis and
William P. Davis, her husband,
Lelia M. Pruden, John S. Marshall,
Jr., and Julius Darden Marshall;
the last named two being infants
under the age of twenty-one years..Defendants.

-----oOo-----

The joint and separate answer of Columbia Anne Chandler
and William Thomas Chandler, her husband, to a bill in equity ex-
hibited against them and others in the Circuit Court of the County
of Isle of Wight, by Alma D. Marshall, Guardian of John S. Marshall,
Jr., and Julius Darden Marshall, infant children of John S. Marshall,
Deceased.

These respondents saving and reserving, etc., for answer
to the said bill say that they believe the statements therein made
are true. These respondents do not object to the sale of the land
as prayed for in the said bill; they concur in the prayer of the
said bill.

And now having fully answered, they pray to be hence dis-
missed with their costs, etc.

Columbia a chandler

W. T. Chandler

STATE OF VIRGINIA,)

) To-WIT:

COUNTY OF ISLE OF WIGHT.)

Subscribed and sworn to before me in my county afore-
said, by Columbia Anne Chandler and William Thomas Chandler, this,
the 5th day of November, 1910.

My commission expires on the 11th day of September,
19 14.

Hugh F. Holland

Notary Public.

Alma D. Marshall ¹¹¹⁴ Guardian

172 } Answer of Adult.

Alma D. Marshall et al

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

STATE OF VIRGINIA:

Alma D. Marshall, Guardian of John S. Marshall, Jr.,
and Julius Darden Marshall, infant
children of John S. Marshall, de-
ceased.....Plaintiff.

Vs.) In Chancery

Alma D. Marshall, Columbia Anne Chandler and William
Thomas Chandler, her husband, Jose-
phine E. Taylor and John M. Taylor,
her husband, Pollie V. Davis and
William P. Davis, her husband,
Lelia M. Pruden, John S. Marshall,
Jr. and Julius Darden Marshall;
the last named two being infants
under the age of twenty-one years. Defendants.

-----oOo-----

The answer of Lelia M. Pruden to a bill in equity ex-
hibited against her and others in the Circuit Court of the County
of Isle of Wight by Alma D. Marshall, Guardian of John S. Marshall,
Jr., and Julius Darden Marshall, infant children of John S. Mar-
shall, deceased.

This respondent saving and reserving, etc., for answer
to the said bill says that she believes the statements therein
made are true. This respondent does not object to the sale of
the land as prayed for in the said bill; she concurs in the prayer
of the said bill.

And now having fully answered, she prays to be hence
dismissed with her cost, etc.

Mrs Lelia M Pruden

STATE OF NORTH CAROLINA,

County of Guilford to-wit:

Subscribed and sworn to before me in my office
aforesaid, by Lelia M. Pruden this, the 5th day of November,
1910.

My commission expires on the 1st day of April,
1912.

Garrett B. King
Notary Public.

Alma D. Marshall, ¹⁰Guardian

12.) Answer of adults.

Alma D. Marshall et al.

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

STATE OF VIRGINIA:

Alma D. Marshall, Guardian of John S. Marshall, Jr.,
and Julius Darden Marshall, infant
children of John S. Marshall, De-
ceased.....Plaintiff.

Vs.) In Chancery

Alma D. Marshall, Columbia Anne Chandler and William
Thomas Chandler, her husband, Jose-
phine E. Taylor and John M. Taylor,
her husband, Pollie V. Davis and
William P. Davis, her husband,
Lelia M. Pruden, John S. Marshall,
Jr., and Julius Darden Marshall;
the last named two being infants
under the age of twenty-one years..Defendants.

-----oOo-----

The joint and separate answer of Josephine E. Taylor
and John M. Taylor, her husband, to a bill in equity exhibited
against them and others in the Circuit Court of the County of
Isle of Wight by Alma D. Marshall, Guardian of John S. Marshall,
Jr. and Julius Darden Marshall, infant children of John S. Marshall,
Deceased.

These respondents saving and reserving, etc., for answer
to the said bill say that they believe the statements therein made
are true. These respondents do not object to the sale of the land
as prayed for in the said bill; they concur in the prayer of the
said bill.

And now having fully answered, they pray to be hence dis-
missed with their costs, etc.

Mrs. E. Josephine Taylor.
John M. Taylor

STATE OF VIRGINIA,

City of Norfolk to-wit:

Subscribed and sworn to before me in my City
aforesaid, by Josephine E. Taylor and John M. Taylor, this, the
22 day of December, 1910.

My commission expires on the 9th day of Feb.,
1913.

Isaac A. Bolison

Notary Public.

⁴⁹⁴
Alma D. Marshall ~~Senior~~

v2 } answer

Alma D. Marshall
et al

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

STATE OF VIRGINIA.

Alma D. Marshall, Guardian of John S. Marshall, Jr.,
and Julius Darden Marshall, infant
children of John S. Marshall, De-
ceased.....Plaintiff.

Vs.) In Chancery

Alma D. Marshall, Columbia Anne Chandler and William
Thomas Chandler, her husband, Jose-
phine E. Taylor and John M. Taylor,
her husband, Pollie V. Davis and
William F. Davis, her husband,
Lelia M. Pruden, John S. Marshall,
Jr., Julius Darden Marshall, the
last named two being infants under
the age of Twenty-one years, and
E. H. Williams, Guardian Ad Litem..Defendants.

The answer of John S. Marshall, Jr., and Julius Darden
Marshall, infants under the age of Twenty-one years, by E. H.
Williams, a discreet and competent Attorney at law, their Guardian
Ad Litem assigned to defend them in this suit, and the answer of
the said E. H. Williams, Guardian Ad Litem of the said infant de-
fendants, to a bill of complaint exhibited against the said in-
fants and others by Alma D. Marshall, Guardian of John S. Marshall,
Jr., and Julius Darden Marshall, in the Circuit Court of the County
of Isle of Wight, State of Virginia.

For answer to the said bill the said infant defendants
by their said Guardian Ad Litem answer and say that being of ten-
der years they do not know what their true interests are in re-
lation to the subject-matter of the said bill, nor do they know
whether the statements therein contained are true or not. They
confide the protection of their interests therein to the care of
the Court. And the said Guardian Ad Litem of the said infant
defendants for answer to the said bill answers and says that he

knows nothing as to the truth or falsity of the statements in the bill contained. He prays full protection for the infant defendants. And now, having fully answered, these defendants pray to be hence dismissed, with their costs, etc.

By E. H. Williams
Guardian Ad Litem.

John S. Marshall, Jr.,
and Julius Darden Marshall,

E. H. Williams, Guardian Ad Litem of the said infants.

STATE OF VIRGINIA,)
) TO-WIT:
COUNTY OF ISLE OF WIGHT.)

Sworn to before me in my County and State aforesaid, by
E. H. Williams, Guardian Ad Litem as aforesaid, this the 5th
day of October, 1910.

My Commission expires on the 17th day of May
1912.

Given under my hand this 5th day of October,
1910.

L. C. McCall and
Notary Public.

Alma D. Marshall,

Guardian & etc.

75. { Answer of Infant
Legendants by
Guardian Ad Litem
& Guardian Ad Litem

Alma D. Marshall, et al.

GEO. F. WHITLEY

ATTORNEY-AT-LAW

SMITHFIELD, VA.

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

STATE OF VIRGINIA:

Alma D. Marshall, Guardian of John S. Marshall, Jr.
and Julius Darden Marshall, infant
children of John S. Marshall, De-
ceased.....Plaintiff.

Vs.) In chancery

Alma D. Marshall, Columbia Anne Chandler and William
Thomas Chandler, her husband, Jose-
phine E. Taylor and John M. Taylor,
her husband, Pollie V. Davis and
William P. Davis, her husband,
Lelia M. Pruden, John S. Marshall,
Jr., and Julius Darden Marshall;
the last named two being infants
under the age of twenty-one years...Defendants.

The answer of Alma D. Marshall, widow of John S. Marshall,
Deceased, one of the above named defendants, to a bill in equity, ex-
hibited against her and others in the Chancery Court of the County
of Isle of Wight, by Alma D. Marshall, Guardian &c.

7 This respondent, now and at all times hereafter, saving
and reserving to herself all benefit and advantage of exception
which can or may be had or taken to the many errors, uncertainties
and in-sufficiencies in the said bill contained, for answer thereto,
or to so much thereof as she is advised it is material or necessary
for her to answer, this respondent answer and says:

That true it is John S. Marshall, Jr., and Julius Darden
Marshall, Infants, are the owners in fee-simple, subject to the dower
therein of your respondent, of the real estate mentioned and described
in the said bill; and that your respondent is the widow of the said
John S. Marshall, Deceased:

This respondent here states that she does not require her dower interest to be assigned her, but on the other hand hereby request that her said dower interest in the said land be commuted and paid to her in lieu of said dower. *12 P. 1 + 2*

Your respondent further states that she believes the best interests of all parties will be promoted by a sale of the whole of the said real estate.

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

And she will ever pray &c.

Alma D. Marshall.

STATE OF VIRGINIA,)

) TO-WIT:

COUNTY OF ISLE OF WIGHT.)

Subscribed and sworn to before me in my County and State aforesaid, by Alma D. Marshall, widow of John S. Marshall, Deceased, this the 5th day of October, 1910.

L. C. McCalland N. P.

¹⁷
Alvina D. Marshall

Guardian & etc.

J.S. { answer of
Alvina D. Marshall

Alvina D. Marshall, et al.

GEO. F. WHITLEY

ATTORNEY-AT-LAW

SMITHFIELD, VA.

VIRGINIA,

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

Alma D. Marshall, Guardian etc.

VS:

Alma D. Marshall, et als.

TO THE HONORABLE JUDGE OF THE SAID COURT:

The undersigned petitioner, Julius Darden Marshall, respectfully represents the following:

That he was one of the infant defendants in the above styled suit; that he became twenty-one years of age on the 23d day of March 1927; that he is advised that the amount due him out of the proceeds derived from the sale of the property in the bill and prodeedings mentioned is (\$ 3,530.45).

Your petitioner prays that the Special Commissioner in this suit be directed to pay to him his distributive share in the proceeds derived from the sale of the property in this suit.

And your petitioner will ever pray.

Julius Darden Marshall
Petitioner

97

Marshall, Guardian etc.

VS:

Marshall et als.

Petition

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.
ALMA D. MARSHALL, Guardian,
VS.

ALMA D. MARSHALL, ET ALS.

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

Your Petitioner, John S. Marshall Jr. respectfully
represents the following:

That he was one of the infant defendants in the above
style suit; that he became twenty-one (21) years of age on
the 29 day of August 1923; that he is in-
formed that the amount due him out of the proceeds derived
from the sale of the property in the bill and proceedings
mentioned is \$3,530.45.

Your Petitioner prays that Alma D. Marshall, Special
Commissioner in the above suit be directed to pay to him the
above amount.

And your Petitioner will ever pray, etc.

^{for}
^{sign} / John S. Marshall Jr

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY,

VIRGINIA:

Alma D. Marshall, Guardian of John S. Marshall, Jr.,
and Julius Darden Marshall, infant
children of John S. Marshall, De-
ceased.....Plaintiff.

Vs.) In Chancery

Alma D. Marshall, Columbia Anne Chandler and
William Thomas Chandler, her
husband, Josephine E. Taylor
and John M. Taylor, her husband,
Pollie V. Davis and William P.
Davis, her husband, Lelia M.
Pruden, John S. Marshall, Jr.,
and Julius Darden Marshall;
the last named two being in-
fants under the age of twenty-
one years.....Defendants.

TO THE HONORABLE B. D. WHITE,

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

Humbly complaining, sheweth unto your honor your complain-
ant, Alma D. Marshall, Guardian of John S. Marshall, Jr., and Julius
Darden Marshall, infant children of John S. Marshall, deceased, that
she was appointed and qualified as guardian of the said infants be-
fore your honor, in vacation, on the _____ day of September, 1910,
as will appear from a certified copy of the order of appointment and
qualification showing the same and herewith filed, marked "Exhibit A"
and prayed to be taken and read as a part of this bill.

That the said infants are aged as follows: John S. Marshall,
Jr., eight years, and Julius Darden Marshall, four years.

That the said infants are the owners in fee-simple, subject
to the dower therein of Alma D. Marshall, the widow of the said John S.

Marshall, Deceased, of the following real estate bounded and described as follows:

1. "All that certain piece or parcel of land lying and being in the County of Isle of Wight, Virginia, part of the farm known as the "Bergan" farm on the left-side of the Main Road leading from Smithfield to the Store of the late I. N. Jones; extending in width from the said road to the little Creek running up to the site of the Old Blair Mill, which beginning at the Bridge across an arm of Pagan Creek, which is called the New Bridge, extending along the said County road and now runs beyond the front gate of the Bergan Farm to a Locust post, located and planted by J. L. Bergan and J. S. Marshall; thence across the field in a straight line in a Southerly direction to a pine Bush; thence in a straight line and in a Southerly direction to a pine tree on the edge of the aforesaid little Creek; thence back in an Easterly direction along the meandering of the said creek to the aforesaid New Bridge, the point of beginning." The said tract of land containing by estimation eighty (80) acres, more or less.
2. "All that certain tract, piece or parcel of land lying, being and situate in the County of Isle of Wight, State of Virginia, containing by estimation One hundred and (105) five acres, be the same more or less, and bounded and described as follows: On the South by the lands of Isaac Newton Jones; on the East by the lands of Isaac Newton Jones; on the North by the lands of the estate of C. C. Scott' deceased; and on the West by the lands of C. H. Hart et als."
3. "That certain lot or parcel of land situate in the Town of Smithfield, Virginia, and bounded as follows: Beginning at the inter-section of the Road which leads from the Town of Smithfield through the lands formerly owned by George W. Stringfield but now owned by the Bergans, sometimes called at this place Cary Street with a street opened by Owighten G. Delk, on his land and called West End Avenue; thence down said West End Avenue a distance of ninety-eight feet to the land of Sarah A. Eley's land; thence along the said Sarah A. Eley's land a distance of one hundred and twenty-six feet and four inches; thence one hundred and ten feet and six inches to Cary Street; thence along the said Cary Street one hundred and seventeen feet and two inches, to the beginning."

That the said real estate was derived by said infants from their father, who died intestate.

That the property above described is all of the real property which the said infants own, except a certain house and

lot in the Town of Smithfield, Virginia, situate on Church Street, and now used and occupied by them and their mother, Alma D. Marshall, as their residence and home.

That the personal estate owned by the said John S. Marshall, at the time of his death, consisted (1) of \$580.00 on deposit in THE BANK OF SMITHFIELD, Smithfield, Virginia; (2) of Bank Stocks, Telephone Stock and money loaned, secured by Deeds of Trusts, amounting to \$4,294.75; (3) Chattel Estate valued at \$2,648.50, which valuation is taken from an inventory and appraisement of the chattel estate of John S. Marshall, deceased, made on the 22nd. day of March, 1910, by R. M. Jordan, George K. Nelms and V. W. Joyner, Appraisers duly appointed for that purpose; a copy of said inventory and appraisement is hereunto annexed.

That the said personal estate is now under the control of Alma D. Marshall, Administratrix of the estate of John S. Marshall, deceased, to be distributed according to law; and that the same is subject to the distributive share of Alma D. Marshall, the widow of John S. Marshall, deceased, and consists of all the personal estate owned by the said infants.

Your complainant states that John S. Marshall died, owing but few debts, all of which have been paid.

In the event of death of the said infants the following named persons would be their heirs or distributees: Mrs. Columbia Anne Chandler, Mrs. Josephine E. Taylor, Mrs. Pollie V. Davis and Mrs. Lelia M. Pruden.

Your complainant believes and thinks that the interest of her wards will be greatly promoted by a sale of the real estate first above-mentioned in sections 1, 2 and 3, and the dower interest of the said Alma D. Marshall, the widow of the said John S. Marshall, deceased, therein be paid to her as provided by Section-2281 of the Code of Virginia, and the residue of the proceeds invested and disposed of by the direction of the Court, under the statute in such cases made and provided.

Your complainant thinks the following facts are calcu-

lated to show the propriety of such a sale, viz: That the land mentioned and described in section one, is a farm located about two (2) miles from Smithfield, which is now in a high state of cultivation and if sold now will bring a high price, but if rented out to tenants, which of course will have to be done, in the course of a few years the richness of the soil would greatly reduce on account of the natural lay of land, it being rolly and hilly; and for the general reason, that land cultivated by tenants reduces in strength and becomes poorer each year that it is thus cultivated. That the money to be derived from the sale of the farm, if loaned at 6% interest, would amount to at least the rental value of the farm in the course of five years; at the end of which time, however, the cash valuation of the farm, after having been rented out, would be much less than it now is.

That the property mentioned and described in section two, is a farm located about five (5) miles from Smithfield and is in a low state of cultivation, with few buildings on the property ~~and~~ all of which ~~are~~ now old and needing immediate repairs; that it would be much more advantageous to the infants to sell the property and invest the money than to make improvements on the said farm.

That the lot or parcel of land mentioned and described in section three, is a piece of land on which is erected four (4) tenant houses, which bring in a very small revenue on account of the houses remaining vacant so much. That the money derived from the sale of the houses could be invested much more advantageously.

Your complainant believes that the rights of no person would be violated by such a sale and disposition of the proceeds. On the other hand it is her firm belief that the interest of all the infants and the said widow, would be greatly promoted thereby.

In tender consideration of the premises, and for as much as your complainant is remediless therein, save in a court of equity, wherein such matters are alone cognizable and relievable, your complainant therefore prays that the said Alma D. Marshall, the widow of the said John S. Marshall, deceased, and in her own right, Columbia

Anne Chandler and William Thomas Chandler, her husband, Josephine E. Taylor and John M. Taylor, her husband, Pollie V. Davis and William P. Davis, her husband, Lelia M. Pruden , John S. Marshall, Jr., and Julius Darden Marshall, (the said John S. Marshall, Jr. and Julius Darden Marshall, being infants under the age of twenty-one years), may be made parties defendant to this bill; that a suitable person be appointed Guardian Ad Litem for the said infants; that the said parties and the said Guardian Ad Litem, be required to answer this bill; that the said tracts of land be sold and that out of the proceeds of sale, the said Alma D. Marshall, the widow of John S. Marshall, Deceased, be paid her commuted dower interest and the residue to be invested for the benefit of the said infants as the Court may direct; and that all proper orders and decrees may be made and accounts and inquiries directed and taken; and that all such other, further, general and special relief, may be granted your complainant as the nature of her case may require, or to equity shall seem meet; and notice is hereby given that proper counsel fees will be asked for in the progress of this suit.

And your complainant will ever pray &c.

Alma D. Marshall.

STATE OF VIRGINIA,

)

) TO-WIT:

COUNTY OF ISLE OF WIGHT.)

I, L. C. McCalland, a Notary Public in and for the County of Isle of Wight, State of Virginia, do certify that Alma D. Marshall, Guardian of John S. Marshall, Jr., and Julius Darden Marshall, infant children of John S. Marshall, deceased, the complainant in the above suit, this day personally came before me in my County and State aforesaid, and made oath that she believes the several statements made in the foregoing bill to be true.

My commission expires on the 17th day of May,
19 12.

Given under my hand this 3rd day of October,
1910.

L. C. McCalland
Notary Public.

Alma D. Marshall,

Gardner etc,

75. } Bill

Alma D. Marshall et al,

GEO. F. WHITLEY

ATTORNEY-AT-LAW

SMITHFIELD, VA.

VIRGINIA,

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

Alma D. Marshall, Guardian,

VS:

Alma D. Marshall et als

TO THE HONORABLE JUDGE OF THE SAID COURT:

The undersigned Special Commissioner begs leave to make the following report:

That she has paid to Julius Darden Marshall the sum of (\$ 3, 419.82), as will be shown by his receipt filed herewith, it being the amount of his distributive share in the proceeds derived from the sale of the property, in the bill and proceedings mentioned.

Respectfully submitted,

Alma D. Marshall
Special Commissioner

Marshall, Guardian,

VS:

Marshall et als

Special Commissioner's
Report

VIRGINIA,

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

Alma D. Marshall, Guardian etc.

VS:

Alma D. Marshall, et als.

TO THE HONORABLE JUDGE OF THE SAID COURT:

The undersigned Special Commissioner begs leave to make the following report:

That Julius Darden Marshall, one of the infant defendants in this suit became 21 years of age on the 23d day of March 1927; that the share of the said Julius Darden Marshall in the proceeds derived from the sale of the property, in the bill and proceedings mentioned, is (\$ 3, 419.82).

Your petitioner respectfully requests that she be directed to pay to the said Julius Darden Marshall, the above amount.

Respectfully submitted,

Alma D. Marshall
Special Commissioner

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Marshall, Guardian etc.,

VS:

Marshall et als.

Special Commissioner's
report.

927

Received of Alma D. Marshall, Special Commissioner,
in the suit of Alma D. Marshall Guardian vs. Alma D.
Marshall et als, the sum of \$3,530.45, it being my share
of the proceeds derived from the sale of the property
in the bill and proceedings mentioned in the above suit.

my own
X John S. Marshall Jr

COMMONWEALTH ATTORNEY
FOR ISLE OF WIGHT COUNTY

GEORGE F. WHITLEY
Attorney at Law
SMITHFIELD, VIRGINIA

RECEIVED OF Alma D. Marshall, Special Commissioner, the
sum of \$ 3, 419.82, my distributive share in the proceeds
derived from the sale of the land in the above suit.

Given under my hand this 27th day of April 1927.

Julius Darden Marshall

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

Alma D. Marshall, Guardian etc.

Vs.

Alma D. Marshall, et als.

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

The undersigned Special Commissioner begs leave to make the following report:

That John S. Marshall Jr. one of the infant defendants in the above style suit became 21 years of age on the 29th day of August, 1923, that the amount due him out of the proceeds derived from the sale of the property in the bill and proceedings mentioned is \$3,530.45.

Your Special Commissioner respectfully asks that an order be entered directing him to pay to the said John S. Marshall Jr. the above amount.

Respectfully submitted.

Alma D. Marshall,
Special Commissioner.

Alma D. Marshall, Guardian et

Vs.

Alma D. Marshall, et als.

REPORT.

1923

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

ALMA D. MARSHALL, GUARDIAN

PLAINTIFF

VS)

ALMA D. MARSHALL, ET ALS

DEFENDANTS

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

The undersigned Special Commissioner begs leave to make the following report:

That the sum of \$7060.90 was the total amount paid to her at the time she qualified as Special Commissioner in this cause, and that the entire amount is now loaned out as follows: to Martha W. Reynolds \$1500.00, Z. Turner \$1000.00, J. R. Jordan \$3000.00, S. A. Whitley \$560.90, and W. C. Whitley \$1000.00; that the said parties have executed bonds for the respective amounts loaned to them, which said bonds are secured by deeds of trust on real estate owned by the said parties.

Your Commissioner further reports that she has paid to the Guardian of John S. Marshall and Julius Darden Marshall all the interest due to said Guardian on the above amount, as will be shown by the receipt of said Guardian herewith filed.

Respectfully submitted.

x Alma D. Marshall
Special Commissioner

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ALMA D. MARSHALL, GUARDIAN

vs)

ALMA D. MARSHALL ET ALs

Special Commissioner's

Report

1921
Mar 7.
Fred B. W.

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

Alma D. Marshall, Guardian,.....Plaintiff

vs.

Alma D. Marshall, et als.,.....Defendants.

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

The undersigned Special Commissioner begs leave to make
the following report:

That the sum of \$7060.90 is the total amount payed to her
at the time she qualified as Special Commissioner in this cause,
and that the entire amount is now loaned out to the parties
herein after mentioned, who have executed deeds of trust on
real estate owned by them, secured by bonds evidencing the am-
ounts loaned.

The undersigned Special Commissioner reports that she has
loaned to W. D. Gwaltney, \$1500.00; to Z. Turner, \$500.00; to
J. R. Jordan, \$3000.00; to S.A. Whitley, \$560.90.

Your Commissioner further reports that she has payed to
the Guardian of John S. Marshall and Julius Darden Marshall
all the interest due to said Guardian on the above money, as
will be shown by the receipt of the said Guardian herewith
filed.

Respectfully submitted.

Alma D. Marshall

Special Commissioner

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Alma D. Marshall, Guardian

VS) *Chancery # 97*

Alma D. Marshall, et als.

Special Commissioner's
Report

*1414
Mr. S.
Fledgling*

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

Received of Alma D. Marshall, Special Commissioner,
all interest due on the sum of \$7060.90, the amount
in the hands of the said Special Commissioner, be-
longing to my wards, John S. Marshall, and Julius
Darden Marshall.

Signed January 4th, 1917.

Alma D. Marshall.
Guardian for John S.
Marshall and Julius
Darden Marshall.

Received of Alma D. Marshall, Special Commissioner,
all interest due on the sum of \$7060.90, the amount
in the hands of the said Special Commissioner, be-
longing to my wards, John S. Marshall and Julius
Darden Marshall.

Signed 24th day of October, 1919.

Alma D. Marshall

Guardian for John S.
Marshall and Julius
Darden Marshall.

VIRGINIA:

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

Alma D. Marshall, Guardian,.....Plaintiff,

vs. CHANCERY NO.97,

Alma D. Marshall, et als.,.....Defendants.

TO THE HONORABLE B. D. WHITE, JUDGE OF THE SAIDCOURT:

The under signed Special Commissioner begs leave to make the following report:

That George F. Whitley, the former Special Commissioner in this cause, did, in pursuance to a former decree entered herein, assign to the under signed Special Commissioner, certain bonds mentioned therein, and did pay to her certain cash money, by said decree directed to be paid, aggregating the amount of \$7060.90; that the entire amount is now loaned out to the parties hereinafter mentioned, who have executed deeds of trust on real estate owned by them, securing the bonds evidencing the amounts loaned.

The under signed Special Commissioner begs leave to report that she has loaned to Roxie D. Gay, \$1500.00; to Z. Turner, \$500.00; to Susan Edwards, \$500.00; to J. R. Jordan, \$3000.00; to George W. Delk, \$1000.00, to S. A. Whitley, \$560.90.

Your Commissioner further reports that she has paid to the guardian of John S. Marshall and Julius Darden Marshall, all interest due to them on the above amount, as will be shown by a receipt of the said guardian hereto attached.

Respectfully submitted.

Alma D. Marshall
Special Commissioner.

26

ALMA D. MARSHALL, GUARDIAN,

VS)

CHANCERY NO. 97,

ALMA D. MARSHALL, ET ALS.

REPORT OF
SPECIAL COMMISSIONER.

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

Received of George F. Whitley, Special Commissioner
in the suit of Marshall, Guardian etc. versus Marshall, et als, the
following bonds, and certificate of deposit:

One bond executed by J. R. Jordan, for the sum of,	\$ 3,000.00
" " " " Roxie D. Gay, " " " "	1,500.00
" " " " O. L. Batten, " " " "	2,000.00
" " " " Z. Turner, " " " "	500.00
" Certificate of deposit issued by the Bank of Smithfield, for the amount of,	60.90

Alma D. Marshall.
Special Commissioner in the suit of
Marshall, Guardian etc. versus Marshall, et als.

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

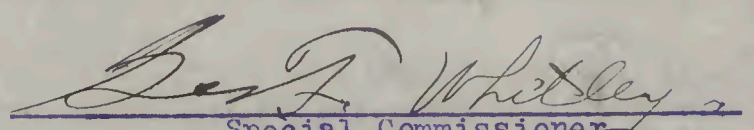
Alma D. Marshall, Guardian, etc.....Plaintiff,
- VS -
Alma D. Marshall, et als,.....Defendants.

-----oOo-----

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

The undersigned, George F. Whitley, Special Commissioner, begs leave to report that, pursuant to a decree entered in this cause on the 18th day of July, 1913, he has delivered to Alma D. Marshall, Special Commissioner, the bonds and money mentioned in said decree, the said Alma D. Marshall, Special Commissioner, having executed the bond required by the said decree, a copy of which is herewith filed, and has taken from the said Alma D. Marshall her receipt as Special Commissioner, for the said bonds and money, which is hereto attached.

Respectfully submitted,


Special Commissioner.

26

Alma D. Marshall, Guardian, etc

VS) REPORT OF
SPECIAL COMMISSIONER:

Alma D. Marshall, et als.

*Filed Jan 5/1914
T. Est. Johnson Clerk*

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

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

Alma D. Marshall, Guardian, etc.....Plaintiff,
- VS -
Alma D. Marshall, et als,.....Defendants.

-----oOo-----

TO THE HONERABLE B. D. WHITE,

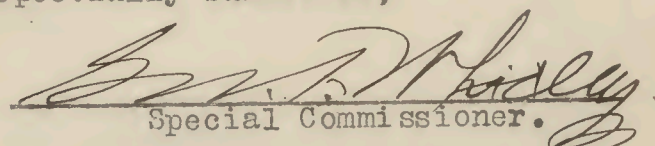
JUDGE OF THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

As directed by a decree entered in this cause on the
17th day of July, 1913, the undersigned Special Commissioner respect-
fully reports that he now has in hand in this cause, the following
bonds, and money:

One bond executed by J. R. Jordan, for the sum of	\$ 3,000.00
One bond executed by Roxie D. Gay, for the sum of	1,500.00
One bond executed by C. L. Batten, for the sum of	2,000.00
Amount deposited in the Bank of Smithfield to the credit of the Special Commissioner,	<u>560.90</u>
Total amount of bonds and money in hand,	\$ 7,060.90

Your Commissioner respectfully tenders his resigna-
tion as Special Commissioner in this cause, and would suggest that
Alma D. Marshall be appointed in his stead.

Respectfully submitted,


Special Commissioner.

24

Marshall, Guardian, etc.,

VS) REPORT OF
SPECIAL COMMISSIONER:

Marshall, et als.

1913
July 18
Filed (GFW)

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

Geo. F. Whitley, attorney,

To, L. C. McClelland, Notary Public.

1910.

Octo.

To taking two acknowledgments in the
Chancery suit of Marshall's,
Admr. vs. Marshall's infants,
et als.

\$1.00

Paid.

L. C. McClelland

June — 1913

Received of George F. Whitley, Special Commissioner
in the suit of Marshall, Guardian, vs Marshall, et als, the sum
of Fifty (50¢) cents for taking acknowledgment.

J. Waverly Thomas
Notary Public.

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

11/22/1911

Geo. F. WHITLEY, Commissioner,

in ACCOUNT with

Jas. R. ROWELL, Jr.

To taking acknowledgment to
Commissioner's deed to R. A.
Scott:

.50¢

paid
Jas. R. Rowell Jr.
June 12 1912

Received of George F. Whitley, Special Commissioner
in the suit of Marshall, Guardian, vs Marshall, et als, the sum of
Twenty-two Hundred and Eighty-eight and 56/100 (\$2,288.56) Dollars,
the full amount of my commuted dower interest.

Alma D. Marshall.

This is to certify that the house and lot located
near the Town of Smithfield, and owned by Roxie D. Gay, would, in
my judgment, sell at public auction for the amount of \$ 35⁰⁰ ⁰⁰/₁₀₀

V. W. Loyner

This is to certify that the house and lot located
near the Town of Smithfield, and owned by Roxie D. Gay, would, in
my judgment, sell at public auction for the amount of \$ 3750.00

R. H. Gay

Received of George F. Whitley, Special Commissioner
in the suit of Marshall, Guardian, etc. vs Marshall, et als, the
sum of Twenty-six and 67/100 (\$26.67) Dollars, premium on bond.

Wert Withers

Tr Jones

Thanks

Received of George F. Whitley, Special Commissioner
in the suit of Marshall, Guardian, etc. vs Marshall, et als, the
sum of Three Hundred and Thirty-five and 83/100 (\$335.83) Dollars,
to be used for the maintenance, support and education of John S.
Marshall and Julius Darden Marshall.

Alma D. Marshall.

Guardian for John S. Marshall
and Julius Darden Marshall.

P. L. Pruden

PAY TO ANY BANK OR BANKER
OR ORDER

Prior Endorsements Guaranteed

AUG 2 1911

FARMERS BANK OF HANSEMAN
SUFFOLK, VA.

W. H. JONES, Cashier

7 Smithfield, Va. July 31, 1911 No. 1

The Bank of Smithfield

SMITHFIELD, VA.

Pay to the
order of

P. L. Pruden

\$2 70

Two

70 Dollars

For advertising land in U.S. Pilot.

Geo. F. Whitley

Special Commissioner in Marshall or Marshall St.

Received of George F. Whitley, Special Commissioner
in the suit of Marshall, Guardian, vs Marshall, et als, the sum of
Five (\$5.00) Dollars, crier's fee.

R. A. Edwards.
86ff.

SMITHFIELD, VA. Aug 1st 1911

Mr. Geo. F. Whitey - Sec. & Treas. in Suit Marshall v. Marshall
644

IN ACCOUNT WITH

R. AUGUSTUS EDWARDS
SHERIFF OF ISLE OF WIGHT COUNTY
SPECIAL ATTENTION PAID TO COLLECTING ACCOUNTS

July 28 To Auctioning Property

10.00

Recd. Payment -

Aug 1st 1911.

R. Augustus Edwards, Jr.
Cliff

Folio.....
Terms--Cash.

Smithfield, Va., Oct. 23rd 1911.

Mr. Geo. F. Whitley, M. com. to Bell land,
marsh property, Smithfield Va.

TO WEST & WITHERS, Inc., Dr.

GEO. K. NELMS, Sec'y & Treas.

Fire, Life, Marine, Accident, Health, Employers' Liability

AND STEAM BOILER INSURANCE AND SURETY BONDS.

P. O. Box 394.

No. 1, OVER MERCHANTS & FARMERS BANK.

Both Phones

Date	Policy No.	Company	Property Insured	Amount	Premium
6/27/11	191610	Fidelity & Deposit ^{Co.}	Bond	\$10000.	\$40 00
Recd. Payment					
Geo. K. Nelms,					

CLERK'S OFFICE
OF
ISLE OF WIGHT COUNTY
ALBERT S. JOHNSON, CLERK
ISLE OF WIGHT, VA.

Mr. George F. Whitley, Attorney,
Smithfield, Va.

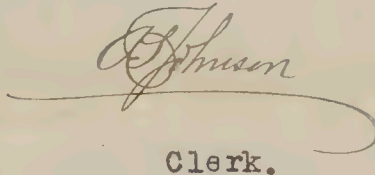
Dear Sir:

I beg to acknowledge receipt of your check for the court costs
taxed in the chancery suit now pending styled Marshall's Guardian vs.
Marshall et als., taxed as follows:

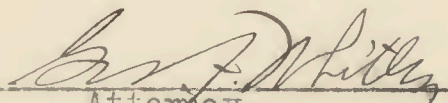
Writ tax,.....	\$ 1.50
Clerk fees,.....	14.07
Attorney,.....	15.00
Commissioner,.....	25.00
Stenographer,.....	2.50

I have made distribution of all of the costs in the manner prescribed
by law.

Yours very truly,


Clerk.

Received of George F. Whitley, Special Commissioner
in the suit of Marshall, Guardian, etc. vs Marshall, et als, the
sum of Two Hundred (\$200.00) Dollars, attorney's fee.



Attorney.

Received of George F. Whitley, Special Commissioner
in the suit of Marshall, Guardian, etc. vs Marshall, et als, the
sum of Ten (\$10.00) Dollars, for drawing Special Commissioner's
deed.

George F. Whitley

Received

Suffolk Va July 20th 1912

from Mr Geo. F. Whiting atty

Twenty Six 67/00 ~~00~~ Dollars

Special Coms. Mr Alva D Marshall & his Alva D Marshall
et al

\$ 26⁶⁷

Wm D Whithers
B.

Received of George F. Whitley, Special Commissioner
in the suit of Marshall, Guardian, vs Marshall, et als, the sum of
Twenty (\$20.00) Dollars, for drawing Jordan and Marshall Special
Commissioner deeds.

George F. Whitley

Received of George F. Whitley, Special Commissioner
in the suit of Marshall, Gusrdian, vs Marshall, et als, the sum
of One (\$1.00) Dollar, for taking acknowledgment to Jordan and
Marshall, Special Commissioner deeds.

J. E. Pilgrum

Notary Public.

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

MR. Geo. F. WHITLEY

In ACCOUNT with

THE SUFFOLK HERALD.

June 26th.	250 Bills Marshall -VS- Marshall:	\$4.50
July 30th.	12 Lines in Herald:	<u>.60</u>
		\$5.10

PAID
Sept 8-1911
THE SUFFOLK HERALD CORPORATION

By.....

Dennis

Thanks

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

* * * * *
Alma D. Marshall, Guardian, etc.,,,,,,,Plaintiff,
- VS -
Alma D. Marshall, et als.,,,,,,,Defendants.
* * * * *

-----oOo-----

TO THE HONERABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

The undersigned Special Commissioner begs leave to report, that pursuant to a decree entered in this cause on the 3rd day of November, 1911, he has paid out of the money received for the real estate sold, the cost of this suit; the attorney's fee, and the commuted dower interest of Alma D. Marshall, as follows:

To amount of purchase price for real estate sold,	\$ 9,730.00	\$
By amount paid P. L. Pruden for advertising in Virginia-Pilot, per voucher,	2.70	
By amount paid R. Augustus Edwards, cirers fee, per voucher,	15.00	
By amount paid Geo. K. Nelms, premium on bond, per voucher,	40.00	
By amount paid A. S. Johnson, Clerk, Court cost, per voucher,	58.07	
By amount paid George F. Whitley, attpr-ney fee, per voucher,	200.00	
By amount paid Geo. F. Whitley for drawing deed, per voucher,	10.00	

By amount paid West & Wathers, premium on bond, per voucher,	26.67
By amount paid Geo. F. Whitley for drawing Jordan, and Marshall Special Commissioner deeds, per voucher,	20.00
By amount paid I. E. Pitman, Notary Public, for taking acknowledgment to Jordan, and Marshall Special Commissioner deeds, per voucher,	1.00
By amount paid Suffolk Herald for advertising, per voucher,	5.10
By amount paid L. C. McClelland, Notary Public, for taking acknowledgments, per voucher,	1.00
By amount paid J. Waverly Thomas, Notary Public, for taking acknowledgment, per voucher,	.50
By amount paid Jas. R. Rowell, Jr. Notary Public, for taking acknowledgment to Scott, Commissioner's deed, per voucher,	.50
By amount paid Alma D. Marshall, commuted dower interest at the age of thirty-eight, per voucher,	2,288.56
Balance,	7,060.90
	<u>\$ 9,730.00</u> <u>\$ 9,730.00</u>

Your Commissioner states that pursuant to the above mentioned decree, he has collected from Alma D. Marshall the sum of Thirty-five Hundred (\$3,500.00) Dollars, in cash, and has executed a good and sufficient deed, with Special Warranty, conveying to the said Alma D. Marshall the real estate purchased by her, as mentioned and described in the said decree.

That pursuant to two decrees entered in this cause, as follows: on the 30th day of December, 1912, and on the 17th day of March, 1913, your Commissioner accepted the bid of Forty-five Hundred (\$4,500.00) Dollars, as made by J. R. Jordan; that he has executed a good and sufficient deed, of Special Warranty, conveying to the said J. R. Jordan the property as mentioned and described in the decree entered in this cause on the 30th day of December, 1912; that contemporaneously with the execution of the said deed,

your Commissioner accepted the bond of J. R. Jordan for the sum of Three Thousand (\$3,000.00) Dollars, which bond was made payable to the said Special Commissioner, three (3) years from date, with interest from date payable annually; that he took from the said J. R. Jordan a deed of trust on the said property conveyed by the said deed, securing the said bond; that the improvements on the said property are now insured for two-thirds of their value in a solvent Insurance Company, for the benefit of the said Special Commissioner as his interest might appear.

Your Commissioner further reports that on the 4th day of January, 1913, he made a loan of Fifteen Hundred (\$1,500.00) Dollars to Roxie D. Gay, taking from the said Roxie D. Gay her bond for the said amount of \$1,500.00, dated on the 4th day of January, 1913, payable one (1) year from date, with legal interest from date, to the said Special Commissioner; that the said bond is secured by a deed of trust executed by the said Roxie D. Gay, and husband, on real estate, the value of which is ample security for the said bond, as is shown by the certificates of G. W. Cofer and V. W. Joyner, filed herewith; that the improvements on the property are insured for the amount of \$2,800.00 in solvent Insurance Companies, for the benefit of your Special Commissioner as his interest might appear.

Your Commissioner states that after having made the above mentioned loans amounting to \$4,500.00, he had in hand the sum of \$2,560.90; that with \$2,000.00 of this amount he purchased from Alma D. Marshall a bond for the said amount of \$2,000.00, dated on the 1st day of February, 1913, payable one (1) year after date, with interest from date, to Alma D. Marshall, her heirs or assigns, and signed by O. L. Batten, said bond being secured by deed of trust on real estate valued at \$8,250.00; that your Commissioner now has in hand out of the principal amount, the sum of

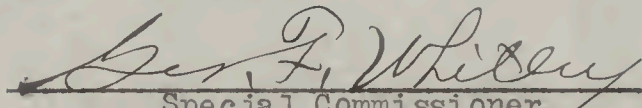
\$560.90.

Your Commissioner further reports that he has collected the amount of \$362.50 interest, and that, as is shown by receipts filed herewith, he has paid out of said interest, as follows:

To West & Withers the sum of \$26.67, premium on Special Commissioner's bond; as is shown by receipt filed herewith.

To Alma D. Marshall, Guardian of John S. Marshall and Julius Darden Marshall, the sum of \$335.83, to be used for the maintenance, support and education of the said John S. Marshall and Julius Darden Marshall, as is shown by receipt filed herewith.

Respectfully submitted,


Special Commissioner.

22

Marshall, Guardian, etc.,

VS) REPORT OF
SPECIAL COMMISSIONER:

Marshall, et als.

1913
July 17
Filed B.W.

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

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA,
DECEMBER TERM, 1912:

* * * * *
Alma D. Marshall, Guardian, etc,....Plaintiff,
- VS -
Alma D. Marshall, et als,.....Defendants.
* * * * *

-----oOo-----

TO THE HONORABLE D. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

The undersigned Special Commissioner, George F. Whit-
ley, respectfully reports that pursuant to a decree entered in
this cause on the 3rd day of November, 1911, he conveyed by a good
and sufficient deed, with Special Warranty, to R. A. Scott, the
piece of property in the bill and proceedings mentioned, and de-
scribed in the said decree, *and directed to be conveyed to him*. The undersigned commissioner further
reports that pursuant to the said decree, he accepted the bid of
FOURTY FIVE HUNDRED (\$4,500.00) DOLLARS in cash, as made by R. M.
Jordan for the piece of property as mentioned and described in the
said decree; that he drafted a deed conveying the said property,
to be executed and delivered to the said R. M. Jordan, but that
on account of the sickness of the said R. M. Jordan, and finally
his death, the said amount of \$4,500.00 was never paid by the said
R. M. Jordan, and, therefore, the deed was never executed and de-
livered as directed by the said decree.

Your commissioner reports that he has received a
written bid of ~~FOURTY~~ FIVE HUNDRED (\$4,500.00) DOLLARS from J. E.

Jordan for the piece of property which was, by the said decree, directed to be deeded to the said R. R. Jordan; that the said J.R. Jordan has deposited with your commissioner, as part payment on the purchase price, a certified check for FIFTEEN HUNDRED (\$1,500.) that the said J. R. Jordan desires to execute his bond for the remainder of the said purchase price, said bond to be made payable not more than five (5) years from date, and secured by a deed of trust on the said property. Your commissioner would advise an acceptance of the said bid, and of making the said loan as applied for by the said J. R. Jordan.

Respectfully submitted,

Sam J. Little
Special Commissioner

19

Alma D. Marshall, Guardian de

VS) REPORT OF
SPECIAL COMMISSIONER:

Alma D. Marshall, et als.

*Filed Henry 30/1912
Dist. Johnson Clk.*

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

To Geo. F. Whitley, Special Commissioner in the suit of Alam D. Marshall, Guardian, etc., -VS- Alma D. Marshall, et als.

I hereby make a cash offer of \$4500.00 for the piece of property in the Bill and proceedings, described as follows:

"All that certain piece or parcel of land lying and being in the County of Isle of Wight, Virginia, part of the farm known as the "Bergan" farm on the left-side of the Main Road leading from Smithfield to the store of the late I. N. Jones; extending in width from the said road to the little Creek running up to the site of the Old Blair Mill, which beginning at the Bridge across an arm of Pagan Creek, which is called the New Bridge, extending along the said county road and now runs beyond the front gate of the Bergan Farm to a Locust post, located and planted by J. L. Bergan and J. S. Marshall; thence across the field in a straight line in a Southerly direction to a pine bush; thence in a straight line and in a Southerly direction to a pine tree on the edge of the aforesaid little Creek; thence back in an Easterly direction along the meandering of the said Creek to the aforesaid New Bridge, the point of beginning." The said tract of land containing by estimation eighty (80) acres, more or less.

Given under my hand this 26 day of October
1911.

R M Jordan

Witness:
Louis Little

To Geo. F. WHITLEY, Special Commissioner in the suit of Alma D. Marshall, Guardian, etc., +VS- Alma D. Marshall, et als.

I hereby make a cash offer of THIRTY FIVE HUNDRED (\$3500) DOLLARS for the piece of property in the Bill and proceedings mentioned and described as follows:

"That certain lot or parcel of land situate in the town of Smithfield, Virginia, and bounded as follows: Beginning at the inter-section of the Road which leads from the town of Smithfield through the lands formerly owned by George W. Stringfield but now owned by the Bergans, sometimes called at this place "Cary Street" with a street opened by Owighten G. Delk, on his land and called West End Avenue; thence down said West End Avenue a distance of ninety-eight feet to the land of Sarah A. Eley's land; thence along the said Sarah A. Eley's land a distance of one hundred and twenty-six feet and four inches; thence one hundred and ten feet and six inches to Cary Street; thence along the said Cary Street one hundred and seventeen feet and two inches, to the beginning."

Given under my hand this 26 day of October 1911.

Witness:
Louis Little.

Alma D. Marshall

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

* * * * *

ALMA D. MARSHALL, Guardian, etc.,

--VS--

ALMA D. MARSHALL, et als.

* * * * *

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

The undersigned Commissioner, George F. Whitley, appointed by a decree entered in the above styled cause on the 3rd. day of April, 1911, to sell the real estate in the bill and proceedings mentioned, respectfully reports that pursuant to the said decree, and after having given bond therein required and advertised the sale of said real estate for twenty (20) days by hand bills conspicuously posted in ten or more public places in the County of Isle of Wight, offered for sale the said real estate, at public auction, in front of the United States Post-Office in the town of Smithfield, Virginia, on Friday, the 28th. day of July, 1911, at eleven o'clock, on the terms mentioned in the said decree, at which sale the farm in the bill and proceedings mentioned described as follows:

"All that certain tract, piece or parcel of land lying, being and situate in the County of Isle of Wight, State of Virginia, containing by estimation One hundred and (105) five acres, be the same more or less, and bounded and described as follows: On the South by the lands of Isaac Newton Jones; on the East by the lands of Isaac Newton Jones; on the North by the lands of the estate of C. C. Scott deceased, and on the West by the lands of C. H. Hart, et als."

was struck off to R. A. Scott, he being the highest bidder there-
for, at the price of \$1730.00; that a second farm in the bill and
proceedings mentioned described as follows:

"All that certain piece or parcel of land lying
and being in the County of Isle of Wight, Virginia,
part of the farm known as the "Bergan" farm on the
left-side of the Main Road leading from Smithfield
to the Store of the late I. N. Jones; extending in
width from the said road to the little Creek running
up to the site of the Old Blair Mill, which beginning
at the Bridge across an arm of Pagan Creek, which is
called the New Bridge, extending along the said County
Road and now runs beyond the front gate of the Bergan
Farm to a Locust post, located and planted by J. L.
Bergan and J. S. Marshall; thence across the field
in a straight line in a Southerly direction to a pine
bush; thence in a straight line and in a Southerly
direction to a pine tree on the edge of the aforesaid
little Creek; thence back in an Easterly direction
along the meandering of the said creek to the afore-
said New Bridge, the point of beginning." The said
tract of land containing by estimation eighty (80)
acres, more or less.

was struck off to R. M. Jordan, he being the highest ^{only} bidder there-
for, at the price of \$3,000.00; that a third piece of land mention-
ed in the bill and proceedings described as follows:

"That certain lot or parcel of land situate in the
town of Smithfield, Virginia, and bounded as follows:
Beginning at the inter-section of the Road which
leads from the town of Smithfield through the lands
formerly owned by George W. Stringfield but now owned
by the Bergans, sometimes called at this place "Cary
Street" with a street opened by Owighen G. Delk, on
his land and called West End Avenue; thence down said
West End Avenue a distance of ninety-eight feet to the
land of Sarah A. Eley's land; thence along the said
Sarah A. Eley's land a distance of one hundred and
twenty-six feet and four inches; thence one hundred
and ten feet and six inches to Cary Street; thence
along the said Cary Street one hundred and seventeen
feet and two inches, to the beginning."

was struck off to B. P. Chapman, he being the highest ^{only} bidder there-
for, at the price of \$3,000.00.

Your commissioner respectfully reports that the said
R. A. Scott has paid to your commissioner the sum of \$1730.00,
which has been deposited in THE BANK OF SMITHFIELD, Smithfield,
Virginia, to the credit of the said commissioner, and would ad-
vise a confirmation of the said sale as the said farm brought a

good deal more than the evidence shows it fee-simple value to be.

Your commissioner further reports that the farm second above mentioned did not bring its assessed value, and that having stated to the purchaser, R. M. Jordan, that your commissioner would ask the Court in his report not to confirm the sale as the property had not brought what your commissioner thought it to be worth, the said R. M. Jordan refused to comply with the terms of the sale but afterwards gave a written bid of \$4500.00, which is returned herewith.

Your commissioner would recommend that the said bid of R. M. Jordan be accepted.

Your commissioner further reports that the said B. P. Chapman, on learning that your commissioner expected to report that the property which was struck off to him at the said sale did not bring its value, refused to comply with the terms of the sale. But your commissioner would report that he has received a private bid of \$3500.00 from Alma D. Marshall, a party in interest, for the said piece of property third above mentioned and described, which bid is herewith returned.

Your commissioner would recommend that the said bid of Alma D. Marshall be accepted.

Respectfully submitted,


Special Commissioner.

17
ALMA D. MARSHALL, Guardian,

REPORT OF
VS)SPECIAL COMMISSIONER:

ALMA D. MARSHALL, et als.

Filed Nov 2nd 1911

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

No.

Know all Men by These Presents: That we Alma D. Marshall,

principal

and

The United States Fidelity and Guaranty Company,

surety

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Ten 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 Alma D. Marshall

principal

has hereto set her hand and seal,

and the said The United States Fidelity and Guaranty Company,

surety

by W. G. Elam

, 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 W. G. Elam

, its said agent and attorney

in fact, this, the 7th. day of November, A. D. 1913.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Alma D. Marshall, appointed Special Commissioner in the suit of Alma D. Marshall, guardian, vs. Alma D. Marshall et als, pending in the Circuit Court of the County of Isle of Wight, on the Chancery side thereof, by decree entered therein on the 18th. day of July, 1913,

shall faithfully discharge the duties of his office or trust as such Special Commissioner imposed by said decree or any further decree entered therein,
, then the above obligation to be void, or else to remain in full force and virtue.

Alma D. Marshall [SEAL]

The United States Fidelity Guaranty Co

By W. G. Elam

Its duly authorized agent and attorney in fact.

Attest: W. G. Elam

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 7th.

day of November 19, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

4 copy
The Johnson Clerk

Johnson Clerk.

Alma D. Marshall, Guardian

vs) Chancery

Alma D. Marshall et als.

Copy of bond of Alma D. Marshall
as Special Commissioner.

Filed Nov. 7th. 1913.

Teste, John Clerk.

Know all Men by These Presents: That we George F. Whitley, principal, and The Fidelity and Deposit Company, of Maryland, surety, are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Ten Thousand Dollars, to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

IN TESTIMONY WHEREOF, the said George F. Whitley, principal, and the said Fidelity and Deposit Company of Maryland, surety, by George K. Nelms, 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 George K. Nelms, its said agent and attorney in fact, this, the 27th. day of June, A. D. 1911.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound George F. Whitley, who has been appointed a Special Commissioner in the suit in chancery in the Circuit Court of the County of Isle of Wight now pending, styled, Marshall, guardian, etc. vs. Alma D. Marshall et als, shall faithfully discharge and perform the duties imposed by said decree and all future decrees entered in said cause, then the above obligation to be void, or else to remain in full force and virtue.

Geo. F. Whitley, (SEAL)

Fidelity and Deposit Company of Maryland.

(SEAL)

By Geo. K. Nelms, Its duly authorized
agent and attorney in fact.

Attest:

Geo. K. Nelms,
Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 27th. day of June, 1911, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

A. S. Johnson, Clerk.

A Copy,

Teste, A. S. Johnson Clerk.

¹⁶
Marshall. Gdn

Marshall it als

Copy of bond of
Specimen Contr

Filed June 27th 1911

VIRGINIA: CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT,
SEPTEMBER 14TH. 1910.

MARSHALL'S GUARDIAN

VS) CHANCERY.

MARSHALL ET ALS.

Upon motion of counsel for the complainants, it is ordered
that E. H. Williams, a discreet and competent attorney at law,
practising in this Court, be assigned as guardian ad litem
to the infant defendants, John S. Marshall and Julius Darden
Marshall, to defend their interest in this suit.

Teste, *E. H. Williams* Clerk.

5

Marshall's Guardian

vs) Chancery.

Marshall et als.

Appointment of guardian ad
litem.

In the CLERK'S OFFICE OF THE
CIRCUIT COURT,

OF THE
COUNTY OF DELE OF MIGHT

this 14 day of September 1910

Filed
Test, Johnson Clerk

An Inventory and Appraisement of the Chattel Estate of J. S. Marshall,

deceased, made on the 22nd day of March 1910.

B71923

ARTICLES		VALUE
3	Mules	400.00
1	Cow & Calf	25.00
54	Hogs	299.00
3	Horses	425.00
30	Chickens	9.00
1	Automobile	500.00
1	Harrow	5.00
1	Hay Rake	10.00
1	Peanut Weeder	2.00
1	Dragg	2.50
1	Mowing Machine	20.00
1	Double Plows	8.00
3	Cultivators	1.50
1	Guano Sower	5.00
3	Single Plows	3.00
	Hoes, Forks & Etc	2.00
	Plow & Cart Harness	5.00
2	Wire Stretcher	1.00
	Corn Sheller & Seed Sower	1.50
3	Saws	1.50
3000	lbs Blade Fodder	27.00
135	Bbls Corn	468.00
1	Two Horse wagon	20.00
2	Carts	20.00
1	Hill of seed sweet potatoes	2.50
10	Tons Hay	100.00
2	tacks top Fodder	5.00
1	Jumper & Harness	40.00
	Furniture in Room # 1	20.00
	" " " # 2	40.00
	" " Hall	40.00
	" " Dining room	50.00
	" " Cook room	25.00
	" " Room # 3	15.00
		<u>2578.50</u>

Appraisement of the Personal Estate of

_____ deceased

An Inventory and Appraisement of the Chattel Estate of J. S. Marshall

deceased, made on the 22nd day of March 1910

B 71928

ARTICLES

VALUE

To Amounts brought forward

2578.50

Furniture in room # 4

50.00

" " " # 5

20.00

2648.50

(copy)

Appraisement of the Personal Estate of

_____ deceased

VIRGINIA,

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

Alma D. Marshall, Guardian,

VS:

Alma D. Marshall, et als.

This cause came on this day to be heard on the papers formerly read and on the report of Alma D. Marshall, Special Commissioner, 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 redeipt filed therewith, that the said Special Commissioner, has paid to Julius Darden Marshall the sum of(\$ 3,419.82), it being the distributive share of the said Julius Darden Marshall, in the proceeds derived from the sale of the property, in the bill and proceedings mentioned, on consideration whereof the court doth confirm the said report.

And there remaining nothing further to be done in this cause, the same is ordered to be stricken from the docket.

97

Marshall, Guardian,

VS:

Marshall et als

Decree

1927.
May 2.
Enter this
D. B. C.

Box 8
page 387

VIRGINIA,

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

Alma D. Marshall, Guardian etc.

VS:

Alma D. Marshall, et als.

This cause came on this day to be again heard on the papers formerly read and on the report of Alma D. Marshall, Special Commissioner, this day by leave of court filed, to which report there are no exceptions, and upon the petition of Julius Darden Marshall and was argued by counsel.

And it appearing from said report that Julius Darden Marshall, one of the infant defendants in this cause, became twenty-one years of age on the 23d day of March 1927; that the distributive share of the said Julius Darden Marshall in the proceeds derived from the sale of the land in these proceedings is \$ 3, 419.82; and it further appearing from the petition of the said Julius Darden Marshall that he became twenty-one years of age on the above date, and that he desires that the above amount be paid to him, on consideration whereof the Court doth confirm the said report, and doth adjudge, order and decree that the said Special Commissioner do pay to the said Julius Darden Marshall the said amount of \$3,419.82, the same being the distributive share of the said Julius Darden Marshall in the proceeds derived from the sale of the land in these proceedings, taking his receipt therefor, and the said Special Commissioner is directed to report ~~to court~~ his proceedings hereunder.

And this cause is continued.

97

Marshall, Guardian etc.

VS?

Marshall et als.

Decree.

1927

Apr 13

Enter this

PNW

Book 8
Page 380

VIRGINIA, IN THE CIRCUIT COURT FOR THE COUNTY OF

ISLE OF WIGHT:

---oOo---

Alma D. Marshall, Guardian etc.,

v.

Alma D. Marshall et als.

This cause came on this day to be again heard on the papers formerly read and on the report of Alma A. Marshall, 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 receipt of John S. Marshall, ^(which is now before the Court) that the said Special Commissioner, has paid to the said John S. Marshall the sum of Three Thousand Five Hundred and thirty dollars and forty five cents (\$3530. 45), it being the amount of his distributive share in the proceeds derived from the sale of the property in the bill and proceedings mentioned. On

consideration whereof the Court doth confirm the said report: ^{and it appearing that the bond of said Special Commissioner should be reduced,}

And it is ordered that the Special Commissioner's bond be reduced to Four Thousand Dollars (\$4000.00).

And this cause is continued.

Alma D. Marshall
Guardian etc.

vs.

Alma D. Marshall et als

DECREE.

1924
May 27
Euler
B.H.W.

V.B.#8
page 202

246

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

Alma D. Marshall, Guardian etc.

VS.

Alma D. Marshall, et als.

This cause came on this day to be again heard on the papers formerly read and on the report of Alma D. Marshall, Special Commissioner, this day by leave of court filed, to which report there are no exceptions, and upon the petition of John S. Marshall Jr. and was argued by counsel.

And it appearing from said report that John S. Marshall Jr. one of the infant defendants in this cause became twenty-one years of age on the 29th day of August 1923; that the distributive share of the said John S. Marshall Jr. in the proceeds derived from the sale of the land in these proceedings is \$3,419.82; and it further appearing from the petition of the said John S. Marshall Jr. that he became twenty-one years of age on the above date and that he desires that the above amount be paid to him, on consideration whereof the court doth confirm the said report, and doth adjudge, order and decree that the said Special Commissioner do pay to the said John S. Marshall Jr. the said amount of \$3,419.82 the same being the distributive share of the said John S. Marshall Jr. in the proceeds derived from the sale of the land in these proceedings, taking his receipt therefor, and the said Special Commissioner is directed to report to court his proceedings hereunder.

And this cause is continued.

97

Alma D. Marshall, Guardian etc.

Vs.

Alma D. Marshall, et als.

DECREE.

14th
Mar 31
Ente. this
B.D.W.

Book 8
page 183

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

ALMA D. MARSHALL, GUARDIAN

VS)

ALMA D. MARSHALL ET ALS

This cause came on this day to be again heard on the papers formerly read and on the report of Alma D. Marshall, Special Commissioner, 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 that the total amount coming into the hands of the said Special Commissioner at the time of her qualification, was \$7060.90; that the entire amount is ^{now} loaned out as follows: to Martha W. Reynolds \$1500.00, Z. Turner \$1000.00, J. R. Jordan \$3000.00, S. A. Whitley \$560.90, and W. C. Whitley \$1000.00; that the amounts so loaned are evidenced by bonds of the said parties, secured by deeds of trust on real estate owned by them, and that the said Special Commissioner has paid to the Guardian of John S. Marshall and Julius Darden Marshall all interest due on said bonds, on consideration whereof the Court doth confirm the said report.

And this cause is continued.

21

ALMA D. MARSHALL, GUARDIAN

VS) *Chancery # 94*

ALMA D. MARSHALL ET ALS

DECREE

1421

Mar. 7.

Enter this

B.D.W.

Chancery Order Book 8

Page 50.

EXAMINED & CERTIFIED

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

Alma D. Marshall, Guardian, ...Plaintiff
vs)

Alma D. Marshall, et als., ...Defendants.

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

This cause came this day to be again heard on the papers formerly read and on the report of Alma D. Marshall, Special Commissioner, 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 that the total amount coming into the hands of the said Special Commissioner at the time of her qualification, was \$7060.90; that the entire amount is loaned out as follows: to W. D. Gwaltney, \$1500.00; to Z. Turner, \$500.00; to J. R. Jordan, \$3000.00; to S. A. Whitley, \$560.90; that the amounts so loaned are evidenced by bonds of the said parties, secured by deeds of trust on real estate owned by them, and that the said Special Commissioner has paid to the Guardian of John S. Marshall and Julius Darden Marshall all interest due on said bonds, on consideration whereof the Court doth confirm the said report.

And this cause is continued.

29

Alma D. Marshall, Guardian

vs) *Chancery # 94*

Alma D. Marshall, et als.

DECREE

*1919
Mrs.
Enter this.
B.D.W.*

C O B 7/517

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

VIRGINIA:

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

ALMA D. MARSHALL, GUARDIAN,..... PLAINTIFF,

VS) CHANCERY NO.97,

ALMA D. MARSHALL, ET ALS.,..... DEFENDANTS.

This cause came on this day to be again heard on the papers formerly read, and the report of Alma D. Marshall, Special Commissioner, this day, by leave of Court filed, to which report there are no exceptions, and was argued by counsel.

And
~~On consideration whereof,~~ it appearing from the said report, together with receipt returned therewith, that the said Special Commissioner did receive from George F. Whitley, the former Special Commissioner, in this cause, certain bonds, properly assigned to the said Alma D. Marshall, Special Commissioner, and did receive the sum of \$560.90 in cash from the said former Special Commissioner; that the said bonds and money so received aggregated the amount of \$7060.90; that the entire amount is now loaned out to the following parties: to Roxie D. Gay, \$1500.00; to E. Turner, \$500.00; to Susan Edwards \$500.00; to J. R. Jordan, \$3000.00; to George W. Delk, \$1000.00; to S. A. Whitley, \$560.90; that the said loans are secured by real estate owned by the said parties; that the said former Special Commissioner has paid to Alma D. Marshall, the guardian of John S. Marshall and Julius Darden Marshall, all interest on the

On consideration whereof
above amount which is now due; the Court doth confirm the said report, and doth adjudge, order and decree that the bond of the said Special Commissioner heretofore executed be reduced to
And doth adjudge, order and decree that the bond of the said Special Commissioner heretofore executed be reduced to

nine thousand dollar

~~Ten thousand dollars to eight thousand dollars,~~ and doth
adjudge, order and decree that the said Special Commissioner
report to this court at ^{its} ~~the~~ *June and December* ^{of each year.} ~~terms thereof,~~
~~1917,~~ all of her proceedings in this cause.

And, this cause is continued.

27

ALMA D. MARSHALL, GUARDIAN,

VS)

CHANCERY NO. 97,

ALMA D. MARSHALL, ET ALS.

DE C R E E

1917
Jan 4.
Enter this.
B.W.

COB7 p 394

GEORGE F. WHITLEY

ATTORNEY-AT-LAW
SMITHFIELD, VA.

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

* * * * *
Alma D. Marshall, Guardian, etc.....Plaintiff,
- VS -
Alma D. Marshall, et als,.....Defendants.
* * * * *

-----oOo-----

This cause came on this day to be again heard on the papers formerly read and on the report of George F. Whitley, Special Commissioner, this day filed, to which there are no exceptions, and was argued by counsel.

On consideration whereof, it appearing from said report that Alma D. Marshall has executed, as Special Commissioner, the bond required by a former decree entered herein, and that George F. Whitley, Special Commissioner, has delivered to the said Alma D. Marshall the bonds and money as mentioned in the said former decree entered herein, the Court doth confirm the said report, and doth adjudge, order and decree that the said Alma D. Marshall, Special Commissioner, shall, out of the interest received from the money loaned in this cause, pay all taxes charged against the said fund, as well as the cost for the premium on the Commissioner's bond; any cost that may be taxed by the Clerk in this cause, and the remainder of the said interest she shall pay to the guardian of John S. Marshall and Julius Darden Marshall, to be

used for the maintenance, support and education of the said John S. Marshall and Julius Darden Marshall.

And the Court doth further adjudge, order and decree that the said Alma D. Marshall, Special Commissioner, shall make report to this Court at the December term thereof, 1914, all of her proceedings under this decree. *and at said term in each succeeding year.*

27
Alma D. Marshall, Guardian, etc.

VS) DECREE: 97

Alma D. Marshall, et als.

1914
Jan 6.
Enter this.
B.D.W.

6037 p 209

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

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

*** * * * *
Alma D. Marshall, Guardian, etc.....Plaintiff, *
- VS - *
Alma D. Marshall, et als,.....Defendants. *
*** * * * *

-----oOo-----

This cause came on this day to be again heard on the papers formerly read and on the report of George F. Whitley, Special Commissioner, this day filed, to which there are no exceptions, and was argued by counsel.

On consideration whereof, it appearing from said report that the said Special Commissioner has in hand the following bonds, and money:

One bond executed by J. R. Jordan, for the sum of	\$ 3,000.00
One bond executed by Roxie D. Gay, for the sum of	1,500.00
One bond executed by O. L. Batten, for the sum of	2,000.00
Amount deposited in the Bank of Smithfield to the credit of the Special Commissioner,	560.90
Total amount of bonds and money in hand,	\$ 7,060.90

And that said bonds and money are all the funds ^{now} in the hands of said Commissioner and

And it further appearing from said report that the
Lankers
said George F. Whitley ~~has~~ tendered his resignation as Special Commissioner in this cause, the Court doth confirm the said report, and doth adjudge, order and decree that Alma D. Marshall be, and

she is hereby appointed Special Commissioner in this cause, to succeed the said George F. Whitley, ^{and ~~Whitley~~ shall deliver the above named bonds and money.} But the said George F. Whitley

shall not be discharged as Special Commissioner, nor shall the said Alma D. Marshall enter upon her duties as said Special Commissioner, ^{nor receive said funds and money,} until she, the said Alma D. Marshall, shall have entered into a bond, with sufficient surety, in the Clerk's Office of this County, to be approved by the Clerk, payable to the Commonwealth, ^{of Virginia} in the penalty of Ten Thousand Dollars, and conditioned upon the faithful discharge of her duties as said Special Commissioner, ~~and as prescribed in any decree which has been entered, or may hereafter be entered, in this cause;~~ and further, not until the said George F. Whitley, Special Commissioner, shall have reported to Court the execution of said bond, for the Court's approval.

And the said George F. Whitley, Special Commissioner, is directed to report to Court all of the proceedings under this decree.

25

Marshall, Guardian, etc.,

VS) DECREE:

Marshall, et als.

1913.
July 18.
Enter this.
B.D.W.

C.O.B. #7, \$190

GEORGE F. WHITLEY

ATTORNEY-AT-LAW
SMITHFIELD, VA.

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

JUNE TERM, 1913.

* * * * *
Alma D. Marshall, Guardian, etc.,,,,,,,Plaintiff, *
- VS - *
Alma D. Marshall, et als,,,,,,,,,,,,Defendants.*
* * * * *

-----oOo-----

This cause came on this day to be again heard on the papers formerly read, and on the report of George F. Whitley, Special Commissioner, this day filed, to which there are no exceptions, and was argued by counsel.

On consideration whereof, it appearing from said report and the receipts filed therewith, that the said Special Commissioner has paid out of the proceeds derived from the sale of the real estate, the cost of this suit, the attorney's fee, and the commuted dower interest of Alma D. Marshall, as follows:

To amount of purchase price for real estate sold,	\$ 9,730.00 \$
By amount paid P. L. Pruden for advertising in Virginia-Pilot,	2.70
By amount paid R. Augustus Edwards, crier's fee,	15.00
By amount paid Geo. K. Nelms, premium on bond,	40.00
By amount paid A. S. Johnson, Clerk, Court cost,	58.07
By amount paid George F. Whitley, attorney fee,	200.00
By amount paid George F. Whitley for drawing deed,	10.00

By amount paid West & Withers, premium on bond,	26.67
By amount paid George F. Whitley for drawing Jordan, and Marshall Special commissioner deeds,	20.00
By amount paid I. E. Pitman, Notary Public, for taking acknowledgment to Jordan, and Marshall, Special Commissioner deeds,	1.00
By amount paid Suffolk Herald for advertising,	5.10
By amount paid L. C. McClelland, Notary Public, for taking acknowledgments,	1.00
By amount paid J. Waverly Thomas, Notary Public, for taking acknowledgment,	.50
By amount paid Jas. R. Rowell, Jr., Notary Public, for taking acknowledgment to Scott, Commissioner's deed,	.50
By amount paid Alma D. Marshall, commuted dower interest at the age of thirty-eight,	2,288.56
Balance,	7,060.90
	<u>\$ 9,730.00</u> <u>\$ 9,730.00</u>

That the said Special Commissioner has collected from Alma D. Marshall the sum of \$3,500.00, and has executed to her a good and sufficient deed, with Special Warranty, conveying to the said Alma D. Marshall the real estate purchased by her, as mentioned and described in a former decree entered herein; that he accepted the bid of \$4,500.00 as made by J. R. Jordan, for the real estate purchased by the said J. R. Jordan, as mentioned in a former decree entered herein; that he has executed a good and sufficient deed conveying to the said J. R. Jordan the said property; that contemporaneously with the execution of the said deed, he took from the said J. R. Jordan one (1) bond for the sum of \$3,000.00, payable three (3) years after the date thereof, with interest from date payable annually, to the said Special Commissioner, secured by a deed of trust on the property conveyed in the said deed; that the improvements on the said property are insured for two-thirds of their value in a solvent insurance company for the benefit of the said Special Commissioner, as his interest might appear; that the

said Special Commissioner did, on the 4th day of January, 1913, make a loan of \$1,500.00 to Roxie D. Gay, taking from the said Roxie D. Gay her bond for the said amount of \$1500.00 and dated on the 4th day of January, 1913, payable one (1) year from date, with legal interest from date, to the said Special Commissioner, said bond being secured by a deed of trust on real estate ample in value to secure the payment of the said bond, as was shown by certificates of V. W. Joyner and G. W. Cofer, filed with said report; that the improvements on the said property are insured for the amount of \$2,800.00 in solvent insurance companies, for the benefit of the said Special Commissioner, as his interest might appear; that the said Special Commissioner has purchased from Alma D. Marshall a bond for the sum of \$2,000.00, dated on the 1st day of February, 1913, payable one (1) year after date, with interest from date, to Alma D. Marshall, her heirs or assigns, and signed by O. L. Batten, said bond being secured by a deed of trust on real estate valued at \$8,250.00; that the said Special Commissioner has collected as interest, the sum of \$362.50, and that out of the said amount of \$362.50 he has paid to West & Withers the sum of \$26.67, premium on Special Commissioner's bond, and the remainder of \$335.83 he has paid to Alma D. Marshall, Guardian of John S. Marshall and Julius Darden Marshall, to be used for the maintenance, support and education of the said John S. Marshall and Julius Darden Marshall; that the said Special Commissioner now has in hand the sum of \$560.90, the Court doth confirm the said report, and doth adjudge, order and decree that the said Special Commissioner shall loan out the said \$560.90 to be secured by deed of trust on real estate, but no deed of trust upon real estate shall be accepted as security until the title to the said real estate given as security shall have been certified to by a practicing attorney at law, *and reported to the Court.*
The Court doth further adjudge, order and decree that the said Special Commissioner shall, out of the interest received from the money loaned in this cause, pay all taxes charged against

the said money, as well as the cost for the premium on the Commissioner's bond, and the remainder of the said interest he shall pay to the guardian of John S. Marshall and Julius Darden Marshall, to be used for the maintenance, support and education of the said John S. Marshall and Julius Darden Marshall.

The Court doth further adjudge, order and decree that Alma D. Marshall shall be substituted as Special Commissioner in this cause, in the place and stead of George F. Whitley, and that she shall enter into a bond, with sufficient surety, in the penalty of _____ Thousand Dollars, for the faithful performance of her duty as said Special Commissioner, and that upon the proper execution of the said bond, the said George F. Whitley is ordered and directed to assign all bonds which he has in hand for money loaned in this cause, to Alma D. Marshall, Special Commissioner, and that he shall further pay over to the said Alma D. Marshall, Special Commissioner, all money in this cause which he has in hand, and ^{said} the said Alma D. Marshall, Special Commissioner, shall report to Court all of the proceedings under this decree, *and the notes and bonds and cash now in his hands, and so on*

23

Marshall, Guardian, etc.

VS)

DECREE:

Marshall, et als.

1913
July 17
Enter this.
BDW

C.D. B. #7, p. 187

GEORGE F. WHITLEY

ATTORNEY-AT-LAW

SMITHFIELD, VA.

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

Alma D. Marshall, Guardian, etc.....Plaintiff,
- VS -
Alma D. Marshall, et als,.....Defendants.

-----oOo-----

It appearing to the Court that the decree entered in this cause on the 30th day of December, 1912, did not direct George F. Whitley, the Special Commissioner mentioned therein, to convey the property described therein to J. R. Jordan, the purchaser of the said property, on consideration whereof, the Court doth adjudge, order and decree that the said Special Commissioner execute a good and sufficient deed, with Special Warranty, conveying the property described in the said decree to the said J. R. Jordan.

And the said Special Commissioner shall report to Court his proceedings under this decree.

21

Alma D. Marshall, Guardian &c.

VS)

DECREE:

Alma D. Marshall, et als.

1913
March 17th
Entered this
B.D.W.

GEORGE F. WHITLEY

ATTORNEY-AT-LAW

SMITHFIELD, VA.

*Audit also appearing that R. M. Jordan died before having complied with the terms of sale for the tract purchased by him and

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT, VIRGINIA,
DECEMBER TERM, 1912:

Alma D. Marshall, Guardian, etc,.....Plaintiff,

- VS -

Alma D. Marshall, et als,.....Defendants.

-----oOo-----

This cause came on this day to be again heard on the papers formerly read and on the report of Commissioner, George F. Whitley, this day filed, and to which no exception has been taken, and was argued by counsel.

On consideration whereof, it appearing from the said report that the said commissioner has, as directed by a decree entered in this cause on the 3rd day of November, 1911, executed a good and sufficient deed, with Special Warranty, conveying the property mentioned and described in the said decree, to R. A. Scott;

~~and directed to be conveyed to R. A. Scott~~
~~as directed~~
~~that on account of the death of R. M. Jordan, the said~~
Special Commissioner was unable to collect from the said R. M. Jordan the amount of his bid for the property mentioned in the said decree; ~~therefore, did not execute a deed for same;~~ that since the death of the said R. M. Jordan, the said Special Commissioner has received a bid of \$4,500.00 from J. E. Jordan for the piece of property as mentioned in the bill and proceedings, and described as follows:

"All that certain piece or parcel of land lying
and being in the County of Isle of Wight, Virginia,
part of the farm known as the "Bergan" farm, on the

left-side of the Main Road leading from Smithfield to the Store of the late I. W. Jones; extending in width from the said road to the little Creek running up to the site of the Old Blair Mill, which beginning at the Bridge across an arm of Pagan Creek, which is called the New Bridge, extending along the said County road and now runs beyond the front gate of the Bergan Farm to a Locust post, located and planted by J. L. Bergan and J. S. Marshall; thence across the field in a straight line in a Southerly direction to a pine Bush; thence in a straight line and in a Southerly direction to a pine tree on the edge of the aforesaid little Creek; thence back in an Easterly direction along the meandering of the said creek to the aforesaid New Bridge, the point of beginning". The said tract of land containing by estimation eighty (80) acres, more or less;

that the said J. R. Jordan has deposited with the said commissioner a certified check for FIFTEEN HUNDEED (\$1,500.00) DOLLARS, as part payment on the purchase price, that the said J. R. Jordan desires to borrow the remainder of the purchase price, executing his bond for same, and giving a deed of trust on the said property securing said bond: *On consideration whereof* The Court doth confirm the said report and doth adjudge, order and decree that the said Special Commissioner accept the bid of \$4,500.00 as made by the said J. R. Jordan; *And* that he deposit to his credit in the Bank of Smithfield, the certified check as given by the said J. R. Jordan for part of the purchase price; that he accept from the said J. R. Jordan his bond for the sum of \$3,000.00, *the* balance of the purchase price, said bond to be payable to the said Special Commissioner *Three* years from date, with interest *the first day of October 1912* payable annually, and to take from the said J. R. Jordan a deed of trust on the said property, *and* securing the said bond, requiring the said J. R. Jordan to have

the improvements on the said property insured for two-thirds of their value in some solvent insurance company, for the benefit of the said Special Commissioner as his interest might appear.

And the said Special Commissioner shall report to Court all of his proceedings under this decree.

20

Alma D. Marshall, Guardian Ad.

VS) DECEASED.

Alma D. Marshall, et als.

1912

Dec. 30

Enter this

P. D. W.

Send to Clerk

Co. B. 7 P 161

GEO. F. WHITLEY

ATTORNEY-AT-LAW

SMITHFIELD, VA.

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

OCTOBER TERM, 1911.

* * * * *

ALMA D. MARSHALL, Guardian, etc.,

--VS--

ALMA D. MARSHALL, et als.

* * * * *

-----oOo-----

This cause came on this day to be again heard on the papers formerly read, and on the report of George F. Whitley, Special Commissioner, appointed ~~as such~~ by a decree entered in this cause on the 3rd. day of April, 1911, directing said commissioner to make sale of the real estate in the bill and proceedings mentioned, which report is this day filed and to which no exception has been taken, and was argued by counsel.

On consideration whereof it appearing from the said report of ~~said commissioner~~ that ~~he has sold to R. A. Scott~~ the property in the bill and proceedings mentioned and described as follows: *was struck off to R. A. Scott,*

"All that certain tract, piece or parcel of land lying, being and situate in the County of Isle of Wight, State of Virginia, containing by estimation One hundred and (105) five acres, be the same more or less, and bounded and described as follows: On the South by the lands of Isaac Newton Jones; on the East by the lands of Isaac Newton Jones; on the North by the lands of the estate of C. C. Scott, deceased, and on the West by the lands of C. H. Hart, et als."

was struck off to R. M. Jordan
for the sum of \$1730.00; that he has ~~collected~~ ^{paid} the said amount from
~~the said R. A. Scott~~ ^{*the said Special Commissioner who*} and has deposited the same to his credit in
THE BANK OF SMITHFIELD Smithfield, Virginia.

And it further appearing from the said report that the piece of property in the bill and proceedings mentioned and described as follows:

"All that certain piece or parcel of land lying and being in the County of Isle of Wight, Virginia, part of the farm known as the "Bergan" farm on the left-side of the Main Road leading from Smithfield to the Store of the late I. N. Jones; extending in width from the said road to the little Creek running up to the site of the Old Blair Mill, which beginning at the Bridge across an arm of Pagan Creek, which is called the New Bridge, extending along the said County Road and now runs beyond the front gate of the Bergan Farm to a Locust post, located and planted by J. L. Bergan and J. S. Marshall; thence across the field in a straight line in a Southerly direction to a pine bush; thence in a straight line and in a Southerly direction to a pine tree on the edge of the aforesaid little Creek; thence back in an Easterly direction along the meandering of the said Creek to the aforesaid New Bridge, the point of beginning." The said tract of land containing by estimation eighty (80) acres, more or less.

was struck off to R. M. Jordan for the sum of \$3,000.00, he being the highest ~~bidder~~ ^{*bid*} therefor; ~~that~~ ^{*and*} the said R. M. Jordan failed to comply with the terms of the sale but afterwards ~~made~~ ^{*made*} a written bid of \$4500.00 *in cash for the same.*

And it further appearing from the said report that the piece of property in the bill and proceedings mentioned and described as follows:

"That certain lot or parcel of land situate in the town of Smithfield, Virginia, and bounded as follows: Beginning at the inter-section of the Road which leads from the town of Smithfield through the lands formerly owned by George W. Stringfield but now owned by the Bergans, sometimes called at this place "Cary Street" with a street opened by Owighten G. Delk, on his land and called West End Avenue; thence down said West End Avenue a distance of ninety-eight feet to the land of Sarah A. Eley's land; thence along the said Sarah A. Eley's land a distance of one hundred and twenty-six feet and four inches; thence one hundred and ten feet and six inches to Cary Street; thence along the said Cary Street one hundred and seventeen feet and two inches, to the beginning."

was struck off to B. P. Chapman for the sum of \$3,000.00, who failed to comply with the terms of sale, and that a private bid for the ^{last mentioned} said piece of property was received by the said Special Commissioner from Alma D. Marshall, a party in interest, for the sum of \$3500.00, the Court doth confirm the said report; and doth adjudge, order and decree that the said Special Commissioner, by a good and sufficient deed, with Special Warranty, convey to R. A. Scott the piece of property first above described, ^{and etc}

^{for \$3000.00 for the second bid,}
The Court doth refuse to confirm the sale as made to R. M. Jordan, and doth adjudge, order and decree that the bid of \$4500.00, ^{in cash,} as made by the said R. M. Jordan be accepted, and doth direct the said Special Commissioner to collect from the said R. M. Jordan the sum of \$4500.00, ^{and} after which to convey, by a good and sufficient deed, with Special Warranty, the property second above mentioned and described, to the said R. M. Jordan.

The Court doth further refuse to confirm the sale of the property third above mentioned and described and ^{bid in} purchased by B. P. Chapman, and doth adjudge, order and decree that the said Special Commissioner accept the private bid as made by Alma D. Marshall for the sum of \$3500.00, ^{in cash,} and doth direct the said Special Commissioner to collect the said amount of \$3500.00 from the said Alma D. Marshall, ^{and} after which to convey, by a good and sufficient deed, with Special Warranty, the piece of property third above mentioned and described, to the said Alma D. Marshall. ^{Said Special Commissioner shall submit all of said sums to his credit in this cause}

The Court doth further adjudge, order and decree that the said Special Commissioner pay out of the said purchase money all of the costs of this suit, ^{but with no commissions to said Special Commissioner} and expenses of sale, including an attorney's fee of \$200.00 to the said Geo. F. Whitley, and to

Alma D. Marshall her commuted dower interest, ^{the same to be} and to deposit the ^{Commuted and based on the age of 38} remainder of the purchase money in THE BANK OF SMITHFIELD Smithfield, Virginia, to the credit of said Special Commissioner.

And the said Special Commissioner is directed to report to Court all of his proceedings under this decree.

18

ALMA D. MARSHALL. Guardian.

VS) D E C R E E:

ALMA D. MARSHALL, et als.

1911
Nov. 3.
Entered this
P.D.W.
C.C.B. 7 Page 83

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

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

* * * * *
Alma D. Marshall, Guardian, etc.,
VS.
Alma D. Marshall, et als.
* * * * *

-----oOo-----

This cause came on this day again to be heard on the papers formerly read and on the report of Commissioner, A. S. Johnson, filed on the 15th. day of March, 1911, to which report there are no exceptions and was argued by counsel:

On consideration whereof, it being clearly shown from said report and the evidence returned therewith, independently of any admissions in the answers, that the interests of the infant defendants will be promoted by a sale of the real estate hereinafter mentioned and a reinvestment of the proceeds thereof in other property, and the court being of opinion that the rights of no person will be violated thereby, *and that all the proper parties to this cause are properly before the Court,* the court doth approve and confirm said report; and doth adjudge, order and decree that George F. Whitley, who is hereby appointed special commissioner for that purpose, after having advertised the time, place and terms of sale for twenty (20) days by hand bills conspicuously posted in ten (10) or more public places in the County of Isle of Wight, Virginia, or by advertising the same in some newspaper having general circulation in the county aforesaid, proceed to sell at public auction at Isle of Wight Courthouse, or on the premises, or in front of the United States Post Office in the town of Smithfield, the following pieces or parcels of land in

the bill and proceedings mentioned, and bounded and described as follows, to-wit:

1. "All that certain piece or parcel of land lying and being in the County of Isle of Wight, Virginia, part of the farm known as the "Bergan" farm on the left-side of the Main Road leading from Smithfield to the Store of the late I. W. Jones; extending in width from the said road to the little Creek running up to the site of the Old Blair Mill, which beginning at the Bridge across an arm of Pagan Creek, which is called the New Bridge, extending along the said County road and now runs beyond the front gate of the Bergan Farm to a Locust post, located and planted by J. L. Bergan and J. S. Marshall; thence across the field in a straight line in a Southerly direction to a pine Bush; thence in a straight line and in a Southerly direction to a pine tree on the edge of the aforesaid little Creek; thence back in an Easterly direction along the meandering of the said creek to the aforesaid New Bridge, the point of beginning." The said tract of land containing by estimation eighty (80) acres, more or less.
2. "All that certain tract, piece or parcel of land lying, being and situate in the County of Isle of Wight, State of Virginia, containing by estimation One hundred and (105) five acres, be the same more or less, and bounded and described as follows: On the South by the lands of Isaac Newton Jones; on the East by the lands of Isaac Newton Jones; on the North by the lands of the estate of C. C. Scott, deceased; and on the West by the lands of C. H. Hart, et als."
3. "That certain lot or parcel of land situate in the Town of Smithfield, Virginia, and bounded as follows: Beginning at the inter-section of the Road which leads from the Town of Smithfield through the lands formerly owned by George W. Stringfield but now owned by the Bergans, sometimes called at this place Cary Street with a street opened by Owighten G. Delk, on his land and called West End Avenue; thence down said West End Avenue a distance of ninety-eight feet to the land of Sarah A. Eley's land; thence along the said Sarah A. Eley's land a distance of one hundred and twenty-six feet and four inches; thence one hundred and ten feet and six inches to Cary Street; thence along the said Cary Street one hundred and seventeen feet and two inches, to the beginning."

The same to be sold on the following terms,

~~That the terms of said sale shall be as follows, to~~
~~wit:~~ One-third cash and the residue on a credit of ~~six and~~
~~and forty four~~ *eighteen*
twelve months from the date of sale; ~~the~~ *and* credit installments
to bear interest from the date of sale, ^{and} taking from the purchaser
a bond for the deferred payments; ~~the~~ title to the said property
to be retained until the ^{entire} ~~said~~ purchase money is paid, and a con-
veyance directed by the Court. But the purchaser shall have the
option, if so desired, of paying the entire purchase price in
cash. ~~Not~~ ^{7/2} bid shall be accepted until the bidder shall
deposit with the said Special Commissioner at least ten per cent
of the total amount of said bid. And in the event the purchaser
shall not pay ~~in~~ cash, then the improvements on said property
shall be insured in some good solvent insurance company for at
least three-fourth's of their value; the said insurance policy
to be made payable to said Special Commissioner as his interest
may appear.

The said Commissioner is directed to report his pro-
ceedings hereunder to court. But the said commissioner shall
do no act under this decree until he shall have entered into a
bond with sufficient ~~security~~ ^{surety}, in the Clerk's Office of this
court, to be approved by the Clerk, payable to the Commonwealth
of Virginia, in the penalty of **TEN THOUSAND (\$10,000.) DOLLARS**
and conditioned upon the faithful discharge of his duties under
this or any other decree in this cause.

15

ALMA D. MARSHALL, Guardian etc.,

VS.) D E C R E E:

ALMA D. MARSHALL, et als.

1911
Apr. 3.
Entered this.
B.D.W.

Co. B. 7 Page 66

GEO. F. WHITLEY

ATTORNEY-AT-LAW
SMITHFIELD, VA.

CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT,

VIRGINIA:

Alma D. Marshall, Guardian of John S. Marshall, Jr.,
and Julius Darden Marshall, infant
children of John S. Marshall, de-
ceased.....Plaintiff.

Vs.) In Chancery

Alma D. Marshall, Columbia Anne Chandler and William
Thomas Chandler, her husband, Jose-
phine E. Taylor and John M. Taylor,
her husband, Pollie V. Davis and
William P. Davis, her husband,
Lelia M. Pruden, John S. Marshall,
Jr., and Julius Darden Marshall, the
last named two being infants under
the age of twenty-one years, and
E. H. Williams, Guardian Ad Litem...Defendants.

-----oOo-----

This day came the Complainant and by leave of Court filed
her bill, and on motion of the said complainant E. H. Williams, an
Attorney practicing in this court, is assigned as Guardian Ad Litem
to defend the interests of the infant defendants, John S. Marshall
and Julius Darden Marshall, and on motion of the defendants, Colum-
bia Anne Chandler, William Thomas Chandler, Josephine E. Taylor,
John M. Taylor, Pollie V. Davis, W. P. Davis, Lelia M. Pruden, (all
of whom have ^{also} accepted legal service of process in this cause), leave
is granted them to file their joint and separate answers to said bill,
and the same are accordingly filed, and on motion of the complainant,
leave is granted the said Guardian Ad Litem to file his own and the
answers of the said infants to said bill, and the same is accordingly
filed, and on like motion, this cause is placed upon the docket of
the court, and thereupon this cause by consent of all parties, came

on this day to be heard upon the bill of the complainant and upon the joint and separate answer^s of Columbia Anne Chandler and William Thomas Chandler,^{And upon the joint and separate answer of} Josephine E. Taylor and John M. Taylor,^{and upon the joint and separate answer of} Pollie V. Davis and William P. Davis,^{upon the separate answer of} and Lelia M. Pruden,^{and} upon the answer of Alma D. Marshall and upon the answers of the said infant defendants, by their Guardian Ad Litem, and the answer of said Guardian Ad Litem, and upon the general replications to said answers.

On consideration whereof, the Court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this court,, who will inquire into and report to court.

FIRST: Of what estate, real and personal, the infant defendants, John S. Marshall, Jr., and Julius Darden Marshall, are possessed or entitled, and what are their respective shares or interests therein,^{And what are the respective interests of all the other parties to this cause in} where such estate is situated, and what is its fee-simple and annual values.

SECOND: Whether or not there are any liens for delinquent taxes, or otherwise, on the real estate in the bill and proceedings mentioned.

THIRD: An Account of all lien debts against said real estate, with their priorities, and all other debts due by said decedent.

FOURTH: Whether or not the interest of the infant defendants will be promoted by the sale of the real estate, or any part thereof, in the bill and proceedings mentioned, and an investment of the proceeds of sale in other property.

FIFTH: Whether or not the rights of any person will be violated by such sale and investment.

SIXTH: Who would be the heirs at law, or distributees of the said infant defendants if they were dead, and whether all such persons are properly before the Court in this cause.

SEVENTH: Any matter specially stated deemed pertinent by the Commissioner, or required to be so stated by any party in interest.

EIGHTH: Whether or not all the parties proper and necessary to this cause are properly before the Court.

13

Alma D. Marshall, Guardian

W/ Decree

Alma D. Marshall et al.

1910
Dec. 5.
Enter this.
B.D.W.

Vol. 7 page 50

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