1928-005 Chancery Causes. William M. Crumpler, admr of Mahala Diggs. vs. Edwin Morrison Folder 1
Isle of Wight County + al + D. W. Holloway, extor of Henry Diggs 461
Petition of Charles Deggs + Mollie Diggs Jorgner

other SURNAMES: Hayden
Wilson, Hayes, Elliott
[B. B. Elliott + Company],
Pierce, Whitley

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

COMMISSIONERS NOTICE.

W.E. Crumpler, administrator, etc

v) Chancery # 461

J.W. Holloway et als.

Whereas by a decree entered in the Circuit Court of the County of Isle of Wight on June 15th, 1926, in the above entitled cause therein pending, the same was referred to the undersigned Commissioner in Chancery for the purpose of ascertaining and reporting the following matters:

1. An account of the real estate and personal property of which Mahala Diggs died seized and possessed.

2. An account of the just debts against the said estate and the value thereof after payment of just debts,

3. Whether or not Mahala Diggs died testate, and if so, who are her devisees and legatees.

4. Any other matter deemed pertinent by the Commissioner or any other party in interest.

And it appearing to the Court that there are or may be unknown heirs of Mahala Diggs deceased, the Court doth adjudge, order and decree that the said Commissioner before proceeding to execute this decree shall publish in the Smithfield Times, for four consecutive weeks, the notice of the time and place of the execution of this decree.

THEREFORE, Notice is hereby given to all parties concerned that I, the undersigned, have set upon Tuesday, July 20th, 1926, at 2 o'clock P.M. at the office of E.M. Williams, in the town of Smithfield, Virginia, to proceed to execute the aforesaid decree at which time and place all persons in interest may appear and state the nature of their claim.

Given under my hand this 17th day of June, 1926.

a Copy of Order of publication.

R. A. Edwards
Comr. in Chancery

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

- - - - - - - - - - -

W. M. Crumpler, Administrator of Mahala Diggs, Plaintiff.

VS. IN CHANCERY

J. W. Holloway, et als,.....Defendants.

- - - - - - - - - - -

The testimony of Howard Hayes, J. W. Holloway, Charlie Diggs, Mollie Diggs Joyner, Daniel Diggs, and George F. Whitley, taken at the office of E. H. Williams, in the town of Smithfield, Virginia, on July 20th, 1926, at 2 o'clock, P. M., in pursuance of the next Order of Publication, to be read in behalf of the petitioners in the above named suit.

Present: R. A. Edwards, Commissioner.

E. H. Williams, Attorney for the petitioners.

W. M. Crumpler, Attorney for the plaintiffs.

HOWARD HAYES, being duly sworn, deposes and saiths as follows:

Examined by Mr. Williams.

Q. Howard, how old are you, where do you live, and what is your occupation?

A. Working in Smithfield, will be 59 years old this month, live in Smithfield.

Q. Are you any relation to either Henry or Mahala Diggs?

A. No Sir.

Q. Will you tell the Court just what you know about the Will of Mahala Diggs?

A. I have been reared up with the family from eight years old. But I wasn't any relation. The first of me knowing about the will, and they made the will at the same time, Uncle Henry made a will and Aunt Mahala made a will, Mr. Whitley made the will and Mr. Barrett witnessed it. Charlie, Mollie and Daniel would fair the same at their death, he gave me $100.00; and when he died, she owned the farm until last of November or December, then she moved to my home; she brought both Wills with her. Mr. Holloway took one and give her the other one back. She kept it home and before she went away I gave it to her, she carried it away with her.

Q. You feel absolutely certain, and know absolutely that that Will left you $100.00, and left the rest of property to Charlie, Mollie and Daniel Diggs?

A. Yes Sir.

Q. Did anything ever occur between you or either of the Diggs to cause her to tear up this Will?

A. No Sir. I've never known her to quarrel with anyone.

Q. How old was she when she left your house?

A. 75 or 80 years old.

Q. How old was she when she died?

A. About 80 years old.

Q. Has she any relatives that you know anything about?

A. I don't know of any.

Q. Have you ever heard of her having kin folks?

A. No Sir.

Q. Did she ever make any remarks how she wanted her property to go?

A. No Sir. The only reference I ever heard her make was to carry out her husband's wishes.

And further this deponent saith not.

MR. HOLLOWAY, being duly sworn, deposes and saiths:

Examined by Mr. Williams.

Q. Colonel, what is your name, age and occupation?

A. J. W. Holloway, 60 years old, live in Smithfield, occupation Peanut Buyer.

Q. Did you know Mahala Diggs, and if so, please state what you know about her Will, which was supposed to be lost.

A. I have known both Uncle Henry and Aunt Mahala for 35 years. They traded with me some good while before Uncle Henry died, or before he made his Will, he talked with me about making the Will. He was concerned about taking care of Aunt Mahala while she lived. They went to Mr. Whitley to draw the Will. Uncle Henry died, as I understood it all along, that the property was to be used to take care of Aunt Mahala as a home for her. While I can't say positively, there were two Wills, the conditions of the Wills. They gave both papers to me. Uncle Henry asked me to look out for Aunt Mahala. I went to Court Housem and had Will probated. Along later in the year, she had some property I assisted her in selling the chattel property and crops. I turned the money over to her and she paid the debts Uncle Henry owed. She put the rest of the money in Bank. About December she discussed the question of leaving the farm with me. It was hard for her to undertake the crops, and Howard Hayes wanted her to live with him. I rented farm out at $125.00, to a Johnson from Carrollton. Sometime in December, Colonel Morrison came to

me and said he bought the property at a fixed price, The consideration was $1600.00, and he demanded the property be turned over to him. That was the first of my knowing the property had been sold or conditioned. Eddie Morrison executed note for $1600.00. I talked with Aunt Mahala and she agreed that the income was about the same. As she would want money I would send it to her. In the later years she drew the money all at once. Long after she had been in Suffolk, Mr. Crumpler wrote me that they wanted the property turned over to Aunt Mahala, I was so sure, and heres where I think I could almost swear, I understood the terms of the Will, both carrying the same, must have been or else I couldn't have taken the position I did with Mr. Crumpler. I engaged Mr. Johnson to look into it and he reported to me that Aunt Mahala had the right to take the note and do what she pleased with it. And I was so certain that Sidney misread it, I still declared it wasn't so, and when Aunt Mahala died, he requested me to turn over the property and not until then I got you to get me a copy of that Will. Sidney said something had been liking in that Will. But anyhow Mr. Crumpler brought suit to have this property turned over to him. I got someone to get copy of that Will. That was the first time I noticed the Will was fee-simple.

Q. In the meantime you understood from Mahala this was going to Nieces and nephews?

A. Yes Sir.

Q. Do you remember giving back to Aunt Mahala some papers?

A. I can't say positive. I knew the terms of the Will. I couldn't have been as foolish. The Will was perfectly clear.

Further this deponent saith not.

CHARLIE DIGGS, being duly sworn, deposes and saiths:

Examined by Mr. Williams.

Q. State your name and age.

A. Charlie Diggs, 35 years old.

Q. What relation are you to Mahala Diggs?

A. No relation. Her husband is my uncle.

Q. Did you use to live with her?

A. About six years.

Q. Did you see Aunt Mahala very often in later years of her life?

A. Yes Sir.

Q. Do you know anything about her Will?

A. I remember seeing it.

Q. What was in it, as to who would receive the property?

A. Howard Hayes $100.00, and the rest to us.

Q. Where was this Will the last time you saw it?

A. Last time I saw it was at Hayes, when she was staying there.

Q. Did you hear her say anything about how she wanted her property taken care of after her death?

A. Yes Sir. She wanted her husband's wishes carried out.

Q. Did anything ever occur between you and Aunt Mahala?

A. No Sir.

Q. Did anybody look after the beneficiary?

A. No, I never heard of any.

Q. Do you know of any relative of Mahala Diggs?

A. No Sir, I don't.

Q. When was the last time you talked with her about this Will?

A. Well I haven't talked with her before she went to Suffolk before she died.

Q. Was she in Suffolk sometime?

A. Three or four years.

Q. Do you know where she kept her Will?

A. In her trunk.

Q. Did she have any special way of wrapping it up?

A. With a rag or with paper of some kind.

Q. Do you know who she was before she married Diggs?

A. A Butler.

Q. Where was she raised?

A. In this County.

Q. Never knew of her having any brothers or sisters?

A. No Sir.

Further this deponent saith not.

MOLLIE DIGGS JOYNER, being duly sworn, deposes and saiths:

Examined by Mr. Williams.

Q. Mollie, did you ever see Aunt Mahala's Will?

A. Once.

Q. How long was that before she died?

A. Three or four months.

Q. Did you have any conversation about the Will?

A. She said $100.00 to Howard Hayes, the rest to us.

Q. Did she say why she did that?

A. Because we stayed with her more.

Q. Where was the Will?

A. She had it while she was here with Howard Hayes on a visit.

Further this deponent saith not.

DANIEL DIGGS, being duly sworn, deposes and saiths?

Examined by Mr. Williams.

Q. You're one of the Beneficiaries in the Will, aren't you?

A. Yes Sir.

Q. How old are you?

A. 55.

Q. You lived a long time with Aunt Mahala?

A. Yes Sir.

Q. Charlie and Mollie also lived with them?

A. Yes Sir.

Q. They had no children?

A. No Sir.

Q. Did you have any conversation with her about her Will and about her property, how it should go?

A. No Sir. She said she wanted it to go as her husband desired. I read both of the Wills, and I haven't seen them since.

Q. And both of them said they left $100.00 to Hayes and the balance to Mollie and Charlie?

A. Yes Sir.

Q. Have you made a through search for it since she died?

A. Yes Sir.

Q. Would she refere to it at different times?

A. Yes Sir. She said it was just like Uncle Henry's only different signature.

Further this deponent saith not.

GEORGE F. WHITLEY, being duly sworn, deposes and saiths as follows:

Examined by Mr. Williams.

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

A. George F. Whitley, Smithfield, Virginia, age 46, Attorney-at-Law.

Q. Will you state your recollection?

A. Yes.

Q. Do you know Henry Diggs and Mahala Diggs?

Yes. I knew them before their death.

Q. Do you remember whether these wills of both Henry Diggs and Mahala Diggs were written sometime in July, 1915?

A. I do not remember the year or the month, but I do remember that several years ago that Henry Diggs and his wife, Mahala Diggs, came to my office for the purpose of getting me to write their Wills. It is my recollection that the Wills were prepared and executed.

Q. Have you any recollection of the purpose that these parties had in making two Wills at the same time?

A. My recollection is that Henry Diggs was in very feeble health also his wife, and he wanted to leave his property to his wife and at the same time he wanted to arrange for it to go to some other parties after his death, yet he wanted her to be in a position that if it was necessary for her support to use the entire estate. As I remember Henry Diggs requested in his Will how he wanted his property disposed of after his wife's death. Then as I remember it I drew up the Will for Mahala Diggs carrying out the wishes of Henry Diggs. I can't remember all of the wishes of Henry Diggs as to the disposition of his property, I do remember distinctly, however, that he left a special legacy to Howard Hayes, the amount of this legacy I am not so sure whether it was a hundred or a hundred and fifty dollars. It appeared that Howard Hayes had been looking after these people for sometime and was closely related to them in some way.

Q. Are your recollections certain as to whether or not Mahala Diggs actually signed the Will which was wrote for her?

A. It is my recollection that both of them came in my office together and that I wrote a will for both of them and both of them executed it.

Q. Being an Attorney with some considerable business, how is it you happen to remember so well the making of this Will by these two parties?

A. I had known these parties for sometime before I wrote their wills, seeing them come in town by my house driving an old horse and cart. I remember I would see them in town often Saturday afternoons. They were colored people of the old style, and very neat for colored people. The old man, especially, was very feeble at this time, physically, and I remember the effort he had in coming up the steps getting to my office. And another thing I want to say is that for several years this matter has been spoken of. These Wills have been mentioned and the matter had more or less been kept fresh in my mind.

Further this deponent saith not.

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

Wm. M. Crumpler, Administrator
of the estate of Mahala Diggs
deceased,.....Complainant

v) In Chancery

Edwin Morrison, Annie P. Morrison,
and J. W. Holloway, individually and
as supposed executor of the last
will and testament of Henry Diggs,
deceased. .....Defendants

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

The undersigned, one of the Commissioners of Your Honor's Court, to whom has been referred the papers in the above entitled cause for the execution of a decree entered therein on the 15th day of June, 1926 respectfully reports that after having given notice of the same by notice published in The Smithfield Times for four consecutive weeks as required by said decree, did, on the 30th day of July, 1936, at 2 o'clock P.M. at the office of E.H. Williams, in the town of Smithfield, Virginia, in the presence of E.H. Williams, attorney for the petitioners, and W.M. Crumpler, attorney for the plaintiffs, take the evidence of Howard Hayes, J.W. Holloway, Charlie Diggs, Mollie Diggs Joyner, Daniel Diggs and Geo. F. Whitley, and that the same was reduced to writing and is herewith returned as a part of this report.

Q. An account of the real estate and personal property of which Mahala Diggs died seized and possessed.

A. Your Commissioner begs to report that the said

Mahala Diggs was not possessed of any real estate or personal property at the time of her death so far as your commissioner is informed,save and except a bond for sixteen hundred ($1600.00) dollars with some interest due thereon, and the sum of seventy three dollars and six y cents ($73.60) in cash, which was in the hands of J. W. Holloway, all totaling about seventeen hundred and forty dollars ($1740.00) which Your Commissioner is informed has been collected by W.M. Crumpler, the administrator of Mahala Diggs, however, as to the amount,Your Commissioner hasn't the exact figures .

Q. An account of the just debts against the estate of Mahala Diggs and the value of the said estate after the payment of the debts against it.

A. Your Commissioner is advised and herewith reports that there is an account due B.B. Elliott and Co, of Suffolk, Virginia, of $300.50, for burial expenses of the said Mahala Diggs, that there is also due Dr. J. W. Pierce, of Suffolk, Virginia, the sum of $34.00 for medical attention to the said Mahala Diggs, that these bills together with the administrators cost of qualification, commissions and other charges with which the estate of Mahala Diggs was legally chargeable leaves the said estate at the present time of the value of $1740.00.

Q. Whether or not the said Mahala Diggs died testate and if she died testate, who are her devisees and legatees.

A. Your Commissioner begs leave to report that from evidence submitted before him, that he believes and herewith

reports that although the will of Mahala Diggs has never been presented in the Clerk's Office for probate, that the said Mahala Diggs died testate, and Your Commissioner respectfully refers Your Honor to the testimony of Geo. F. Whitley, Attorney who drafted the will, to Howard T. Hayes,to Charlie Diggs, and others whose testimony is herewith attached, which said testimony shows that Henry Diggs and his wife Mahala Diggs, both made and executed their last wills at the same time and in the presence of the same witnesses,and that both wills provided for disposition of the property along the same line, therefore, assuming that Mahala Diggs did have a will which fact is undisputed so far as the testimony before Your Commissioner is concerned, and that the will of Mahala Diggs undertook to dispose of the property in question as directed by the last will of Henry Diggs, her husband, from whom she received the property after the payment of a legacy of one hundred dollars to Howard T. Hayes as set forth in the will of Henry Diggs , the remainder of the property would be the property of Charles Diggs , Mollie Diggs(nee Mollie Diggs Joyner) and Daniel Diggs, share and share alike.

Q. Any other matter deemed petinent by the Commissioner or required to be taken by any party in interest.

A.Your Commissioner begs leave to report that after due publication of notice to the heirs of Mahala Diggs,none having appeared save and except those mentioned herein, and

from the evidence submitted before Your Commissioner he believes and reports that there ~~are not~~ are no unknown heirs of Mahala Diggs, deceased.

Respectfully Submitted,

R. A. Edwards Jr.
Commissioner in Chancery

Comm fee $30.00

Wm M. Crumpler -
Admstr - et als

vs. Chancery # 461

Edwin Morrison
Et- als.

Com. In Chancery's
Report.

Filed - Sept. 15 - 1926.

R. A. Edwards
Clerk

R. A. EDWARDS
COMMISSIONER IN CHANCERY
CIRCUIT COURT
ISLE OF WIGHT COUNTY
ISLE OF WIGHT, VIRGINIA

VIRGINIA STATIONERY CO.--RICHMOND

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

COMMISSIONERS NOTICE

W. M. Crumpler, Administrator
v) Chancery No. 461
J. W. Holloway et als.

Whereas, by a edcree entered in the Circuit Court of the County of Isle of Wight on June 15th, 1926, in the above entitled cause therein pending, the same was referred to the undersigned Commissioner in Chancery for the purpose of ascertaining and reporting the following matters:

1. An account of the real estate and personal property of which Mahala Diggs died seized and possessed.

2. An account of the just debts against the said estate and the value thereof after payment of just debts.

3. Whether or not Mahala Diggs died testate, and if so, who are her devisees and legatees.

4. Any other matter deemed pertinent by the Commissioner or any other party in interest.

And it appears ti the Court that there are or may be unknown heirs of Mahala Diggs deceased, the Court doth adjudge, order and decree that the said Commissioner before proceedings to execute this decree shall publish in the Smithfield Times, for four consecutive weeks, the notice of the time and place of the execution of this decree.

THEREFORE, Notice is hereby given to all parties concerned that I, the undersigned, have set upon Tuesday, July 20th, 1926, at 2 o'clock P. M., at the office of E. H. Williams, in the town of Smithfield, Virginia, to proceed to execute the aforesaid decree at which time and place all persons in interest may appear and state the nature of their claim.

Given under my hand this 17th day of June, 1926

R. A. Edwards
Commissioner in Chancery

TO WHOM IT MAY CONCERN:

Smithfield, Va.,

Aug. 7, 1926.

I, Percy N. Bristow, editor of the Smithfield Times, a newspaper published at Smithfield, in the County of Isle of Wight, State of Virginia, do hereby certify that the order of publication of W. M. Crumpler, Administrator Vs. J. W. Holloway, appeared for four consecutive times in the above named paper in its issues of June 18, 25, July 2, and 9th.

Signed:

Percy N. Bristow

Editor.

Crumpler, Adonis

75 #461

Marion et al

Printers certificates

Trial.

R A Edwards

clk

INVENTORY AND APPRAISEMENT

OF THE ESTATE OF

.....DECEASED.

STATE OF VIRGINIA,
City of Suffolk, To-wit:

This day personally appeared before me,....., a

.....

.....

....., and made oath that they would appraise such goods and chattels of....., deceased, as may be produced to them, and also any real estate in said city which the personal representative is authorized to sell, or of which he is authorized to receive the rents and profits, and a true Inventory of the same, and the value thereof, make and return according to law.

Given under my hand this.....day of.....191....

.....

THIS IS TO CERTIFY, That the following Inventory embraces all of the estate, real and personal, which has come to.....knowledge or possession, or which is under.....management, or subject to.....authority, in.....fiduciary capacity as.....

.....of the ..... of

.....deceased.

.....

.....

WE, THE UNDERSIGNED,.....

.....

who were appointed by the Clerk of the Circuit Court of the City of Suffolk, on the.....day of.....19..., to appraise the personal estate of....., deceased, having first been duly sworn, have appraised such of said personal estate as was produced to us, and herewith return an Inventory thereof as follows:

Inspected, found to be in proper form and approved this.....day of .....19.....

.....
Commissioner of Accounts of the Circuit Court
of the City of Suffolk, Virginia.

VIRGINIA:

In the Clerk's office of the Circuit Court of the City of Suffolk, on the..... day of.....19.....

The foregoing Inventory and Appraisement of the estate of..... .....deceased was this day received and admitted to record.

....., Clerk.

By....., D. C.

INVENTORY AND APPRAISEMENT

OF THE ESTATE OF

.....

DECEASED.

Received by the Commissioner of Accounts.....19...

Delivered to the Clerk

.....19....

Recorded:

Book.....Page.....

May-23rd1924

MR. Wm.M.Crumpler, Administrator of the estate Mahala Diggs,deceased

TO CHARLES L. HUTCHINS, DR.

CLERK OF THE CIRCUIT COURT OF THE CITY OF SUFFOLK, VA.

No writing will be admitted to record until tax and fees shall have been paid.

VS.

State tax,.....1.60

Qualification,.....3.50 $5.10

Form Adm. 1.

COMMONWEALTH OF VIRGINIA:

In the Clerk's Office of the Circuit Court for the City of Suffolk.

I, Charles L.Hutchins, , Clerk of the Circuit Court aforesaid, do hereby certify that on the 23rd day of May , 19 24, Wm.M.Crumpler, duly qualified in the said Circuit Court as Administrator of the estate of Mahala Diggs, and gave bond as such according to law

Given under my hand this 23rd day of May , 19 24.

Chas. L. Hutchins , Clerk.

Form Adm. 1.

COMMONWEALTH OF VIRGINIA:

In the Clerk's Office of the Circuit Court for the City of Suffolk.

I, Charles L.Hutchins, , Clerk of the Circuit Court aforesaid, do hereby certify that on the [illegible] day of May , 19 24 , Wm.M.Crumpler, duly qualified in the said Circuit Court as Administrator of the estate of Mahala Diggs, and gave bond as such according to law

Given under my hand this [illegible] day of May , 19 24 .

Chas. L. Hutchins , Clerk.

Form Adm. 2

VIRGINIA:

In the Clerk's Office of the Circuit Court of the City of Suffolk, on the 23rd day of May, 1914:

On the motion of Wm.M.Crumpler, Administrator of Mahala Diggs, deceased,

it is ordered that S.M.Lawrence, W.P.Winslow, Harry Gray, Hugh L.Holland, and M.K.Kendrick,

(any three of whom may act), being first duly sworn, do appraise the estate of said Mahala Diggs, deceased, and make report thereof according to Law.

A copy—Teste: Thos. L. Shuttleworth, Clerk.

The Commonwealth of Virginia,

To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND YOU to summon J. W. Holloway,

to appear before the Judge of our Circuit Court of the County of Isle of Wight, at the court-house thereof, on the 7th day of July 1925 @ 10:30 A.M. to testify and the truth to say in behalf of the Complainants in a certain controversy in our said court, before the said Judge depending and undetermined, between W. M. Crumpler Admstr., , Plaintiff , and Edwin Morrison et als., , Defendants , And have then there this writ. Witness R. A. Edwards ~~A. S. JOHNSON~~ Clerk of our said court, at the court-house, the 26th day of June 1925, and in the 149 year of the Commonwealth.

R. a Edwards. Clk

NOTE.—Appear before the Clerk and claim your attendance.

CONTROVERSY.

W. M. Crumpler Admstr.,

Vs. { SUBPOENA FOR WITNESS

Edwin Morrison, et als

Circuit Court
of
Isle of Wight County

the 7th *day of* July 1925.

Sheriff of Isle of Wight Co.

I executed the within ... this the 21st day of ... 1925 by delivering a true copy of the same to the within named ... person in the County of Isle of Wight.

Sheriff of the City of Suffolk

Commonwealth of Virginia,

To the Sheriff of Isle of Wight County — Greeting:

WE COMMAND YOU, That you summon Edwin Morrison, and Annie P. Morrison, and J. W. Holloway, individually, and as supposed Executor of the last Will and testament of Henry Diggs, deceased.

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight at the rules to be holden for the said Court on the third Monday in May, 1925, to answer a bill in chancery, exhibited against them in our said Court by William M. Crumpler, Administrator of the estate of Mahala Diggs, deceased.

And have then and there this writ.

Witness, R. A. EDWARDS, Clerk of our said Court, at the Courthouse, this 8th day of May, 1925, and in the 149th year of the Commonwealth.

R. A. Edwards Clerk.

William M. Crumpler, Adm'r.

vs. } CHANCERY NO.....

Edwin Morrison et als

ORIGINAL SUBPOENA

Virginia, Clerk's office of the Circuit Court of the County of Isle of Wight.

May 18th, 1925.

Returned, entered and filed.

Teste:

R a Edwards *Clerk*

To Second May Rules
1925.

*19*25

William M. Crumpler p. q.

I executed the within Subpoena this the 11 day of May 1925 by delivering a true copy of the same to Edwin Morrison in person in the County of Isle of Wight.

I executed the within Subpoena this the 11 day of May 1925 by delivering a true copy of the same to Edwin Morrison in person in the County of Isle of Wight.

I executed the within Subpoena this the 9 day of May 1925 by delivering a true copy of the same to A. D. Peebles in person in the County of Isle of Wight.

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

W. M. Crumpler, Administrator of Mahala Diggs, Plaintiff.

VS. IN CHANCERY.

J. W. Holloway, et als,.....Defendants.

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TO THE HONORABLE JUDGE OF SAID COURT:

Your petitioners, Charles Diggs and Mollie Diggs Joyner, who was Mollie Diggs, respectfully request the leave of the Court to file this, their supplemental petition, in the nature of a cross bill in the above names chancery suit, in which the said W. M. Crumpler, Administrator of said Mahala Diggs, deceased, is seeking the aid of the Court in making distribution of the estate of the said Mahala Diggs;

Your petitioners state that there are, or may be, unknown heirs of the said Mahala Diggs, deceased.

Your petitioners therefore pray, that the unknown heirs, if any, of Mahala Diggs, deceased, may be made parties defendant to this supplemental petition in the nature of a cross bill; that proper process may be issued against them; that if such unknown parties are found, that they may be required to answer the original and supplemental petition in the nature of a cross bill of the said petitioners; and answer under oath being hereby expressly waived; that the original petition may be taken and treated as a part of this supplemental petition in the nature of a cross bill; and that your petitioners may be granted such further, other and general relief as the nature of their case may require,

or to equity shall seem meet.

And your petitioners will ever pray, etc.

Chas. Dick

Mattie Dick Joyner

By Counsel

E. T. Williams by

W.M. Crumpler, Adm'r of
Mahala Diggs, Plaintiff.

Vs. In Chancery.

J. W. Holloway, et als,
Defendants.

SUPPLEMENTAL PETITION.

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

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

-----oOo-----

W. M. Crumpler, Administrator of Mahala Diggs, Plaintiff.

VS. IN CHANCERY.

J. W. Holloway, et als,.....Defendants.

-----oOo-----

TO THE HONORABLE JUDGE OF SAID COURT:

Your petitioners, Charles Diggs and Mollie Diggs Joyner, who was Mollie Diggs, respectfully represent unto the Court that there is now pending in the Circuit Court of Isle of Wight County, Virginia, the above named Chancery Suit, in which the said W. M. Crumpler, Administrator, of the said Mahala Diggs, deceased, is seeking the aid of the Court in making distribution of the estate of the said Mahala Diggs;

Your petitioners state that after the payment of the debts, costs of administration and the payment of the specific legacy of One Hundred ($100.00) Dollars, to one Howard T. Hayes, that your petitioners and one Daniel Diggs are entitled to the entire residue of the said estate for the following reasons, to-wit: That the said Mahala Diggs did on the 17th, day of July, 1915, in the town of Smithfield, Virginia, in the office of George F. Whitley, Attorney-at-Law, [illegible] make and properly execute her last will and testament, in which, in pursuance of a request contained in the will of Henry Diggs, deceased, she did give, devise and bequeath all of her estate, both real and personal as follows: a special legacy of One Hundred ($100.00) Dollars, to Howard T. Hayes, and the remainder to Charles Diggs, Mollie Diggs, now Mollie Diggs Joyner and Daniel Diggs to be equally divided among them; that the said will and testament of the said Mahala Diggs, deceased, has been lost; but your petitioners are prepared to furnish clear and convincing proof of the execution of the same and the contents thereof;

That the said Henry Diggs, deceased, made his last will

and testament at the same time and place that the said Mahala Diggs made and executed her said last will and testament.

That the said will and testament of the said Henry Diggs is in words and figures as follows:

> IN THE NAME OF GOD, AMEN. I, Henry Diggs being of sound and disposing mind, do make this my last will and testament, as follows:
>
> First. I desire that my body be decently buried without needless expenses in a manner corresponding to my estate in life.
>
> Second. I direct all my just debts paid as soon after my decease as conveniently may be, and to that end charge my whole estate, both real and personal with the same.
>
> Third. I give, devise and bequeath all of the remainder of my estate, both real and personal, to my wife, Mahala Diggs, in fee simple. It is my desire, although it is not my intention to further devise or bequeath my estate, that my wife, Mahala Diggs shall bequeath to Howard T. Hayes the sum of one hundred dollars ($100.00) as a special legacy to be paid out of the estate which she may leave at her death, and the remainder to Charles Diggs, Mollie Diggs and Daniel Diggs, to be equally divided among them.
>
> Fourth. I appoint J. W. Holloway Executor of this my will.
>
> In witness whereof I have to this my will set my hand this 17th day of July, 1916.
>
> his
> Henry X Diggs
> mark
>
> Witness to mark.
> Geo. F. Whitley
> A. S. Barrett.
>
> Signed, published and declared and acknowledged by the testator, Henry Diggs, as his last will and testament, in the presence of us, both being present at the same time, who in his presence and in the presence of each other have hereto subscribed our names as witnesses.
>
> Geo. F. Whitley
> A. S. Barrett.

That the said Henry Diggs departed this life sometime prior to the death of his wife, the said Mahala Diggs.

Your petitioners, therefore pray, that the Court may make your said petitioners parties defendant to the above named suit; that the estate of the said Mahala Diggs deceased, may be distributed in accordance with the terms of her said last will and testament; that the Court may take evidence of the due execution of the said last will and testament of the said Mahala Diggs, deceased, and of the contents thereof; and that your petitioners may be

granted such further, other and general relief as the nature of their case may require, or to equity shall seem meet.

And your Petitioners will ever pray, etc.

Charles Diggs

Marion Diggs Joyner

E. H. Williams, Jr.

Crumpler, Administrator.

VS. IN CHANCERY

Hollowey et als.

PETITION

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

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

William H. Crumpler, Administrator, etc. ..... Complainant

vs. In Chancery. Amended Bill of Complaint.

Edwin Morrison, et ux., et al. ..... Defendants.

To his honor, Benjamin D. White, Judge:

Humbly complaining, shows unto your honor, your orator, William H. Crumpler, of the City of Suffolk, Virginia, that on the 25th day of May, 1924, your orator was duly appointed by the clerk of the circuit court of the city of Suffolk, Virginia, administrator of all the estate of Mahala Diggs, late of the said city of Suffolk, and that thereupon he qualified as such and gave bond according to law; that the said Mahala Diggs departed this life on or about the 22d day of April, 1924, and was, at the time of her death a resident of the said city.

And your orator further shows that Henry Diggs and Mahala Diggs, his wife, on or about the 21st day of March, 1914, sold and conveyed to one Edwin Morrison with general warranty, a certain tract of land situate, lying and being in Newport Magisterial District, in the County of Isle of Wight, Virginia, containing by estimation sixty-two and one half (62½) acres, and bounded and described as follows: Commencing at a ravine on L.B.Holloway; thence along the said ravine and a line of marked trees to Moon Creek; thence along said Moon Creek to a gut, a corner on E.H.Morrison; thence along the said gut to J.F.Andrews' line; thence along the said line of J.F.Andrews, to the point of beginning. It being a portion of the land conveyed to Henry Diggs by C.B.Hayden, Special Commissioner in the sale of Willis Wilson's land. Which deed provided by its terms and conditions that possession of twenty-three (23) acres thereof should be delivered to the said Edwin Morrison in presenti, which said twenty-three (23) acres were in said deed set forth with metes and bounds, and then said deed further sets forth, "the said Henry Diggs shall have the right to retain the possession of the remainder of the said property herein conveyed, so long as he shall live and have the

right to a free and uninterrupted use of the same, as well as the right to all of the benefits to be derived from the use of same, so long as the said Henry Diggs shall live and at the death of the said Henry Diggs, and upon the payment of the said $1600.00 by the said Edwin Morrison, his heirs or assigns, to the heirs, executors or administrators of the said Henry Diggs, the said party of the second part, his heirs or assigns, shall have the right to take possession of all the said property herein conveyed and to enjoy the fee simple rights thereto." And the said Henry Diggs in and by said deed further reserved unto himself, his heirs, executors or administrator, a vendor's lien to secure the payment of the said sum of $1600.00, being the balance of the purchase price of said sixty-three (63) acres of land; that the state tax of $2.50 was paid on said deed, and the same was duly admitted to record in the office of the clerk of the circuit court of Isle of Wight county, on the 15th day of June, 1914, and recorded in deed book No. 83, page 178, in said office, as will appear by a copy thereof hereunto annexed, marked Exhibit "A" which your orator prays may be taken and read as part of this bill of complaint.

And your orator further shows that since the death of the said Henry Diggs, the said Edwin Morrison, notwithstanding that he has not paid the said sum of sixteen hundred dollars, or any part thereof as by the terms of said deed he should have done, entered into the occupancy of the said reserved portion of said lands, without any right thereto, and has had the use, and enjoyed the benefits thereof from thence until the time he abandoned the same, to-wit, until the spring of the year nineteen hundred and twenty-four.

And your orator further shows that the said defendant, Edwin Morrison is married to _____ Morrison, and that by reason thereof she, the said _____ Morrison claims to have some interest in and to the said lands and estate, but your orator charges and insists that if any such she have, that the same is subject to the lien of your orator's vendor's lien on said premises as aforesaid.

And your orator further shows that in the latter part of April

or the first part of May, 1917, the said Henry Diggs departed this life, he having first made and executed his last will and testament, a copy of which is hereunto annexed, marked Exhibit "B", which your orator prays may be taken and read as part of this bill of complaint; which said last will and testament of said Henry Diggs was duly proven before the clerk of this honorable court on the 5th day of May, 1917, and duly recorded in his office in Will Book No. 35, page 24, and that on or about said day J.W.Holloway who was named as the executor thereof, took upon himself the burthen of the due administration of the estate of him, the said Henry Diggs; but there appears nothing of record in said clerk's office to show that the said J.W.Holloway, ever qualified as such executor, as he should have done before intermeddling in the estate of him, the said Henry Diggs, deceased.

And your orator further shows that by the terms of said last will and testament of him, the said Henry Diggs, Mahala Diggs, his wife, became the sole and absolute owner of all the estate of him, the said Henry Diggs, as in and by his said last will and testament will more fully and at large appear.

And your orator further shows that under and by virtue of said deed so conveying the said lands to the said Edwin Morrison aforesaid, and the vendor's lien therein expressly reserved and retained, the balance of said purchase price, to-wit, the sum of sixteen hundred ($1600.00) dollars, became and was due and payable to the said J.W.Holloway, as the executor of the said last will and testament of the said Henry Diggs, or to the said Mahala Diggs, as his sole devisee, upon the said death of him, the said Henry Diggs, but notwithstanding same, he, the said Edwin Morrison has wholly failed and neglected to pay same or any part thereof, although often since that time requested so to do, wherefore, your orator charges and insists that a right has accrued to him by reason of his appointment as the legal representative of the said Mahala Diggs to have the same foreclosed and sold to satisfy such vendor's lien and the proceeds of such sale paid over to him as such legal representative of said

Mahala Diggs, deceased.

And your orator further shows that during her lifetime the said Mahala Diggs applied to the said J.W.Holloway, the supposed executor of said last will and testament of Henry Diggs, her late husband, but that notwithstanding same, the said J.W.Holloway wholly failed and neglected to turn over said estate or property as according to law and good conscience he should have done; that since your orator's appointment as the legal representative of the said Mahala Diggs, deceased, he has in like manner called upon the said J.W.Holloway for an accounting and surrender of said estate, but notwithstanding same, he has wholly failed, neglected and refused so to do.

And your orator further shows that the said Edwin Morrison has abandoned the said land, and his purchase thereof, and alleges that whoever has the right to sell the land, has perfect liberty to do so.

And your orator further shows that by the provisions of the said last will and testament of Henry Diggs, deceased, it is provided, "It is my desire, although it is not my intention to further devise or bequeath my estate, that my wife Mahala Diggs, shall bequeath to Howard T. Hayes the sum of one hundred dollars ($100.00) as a special legacy, to be paid out of the estate which she may leave at her death, and the remainder to Charlas Diggs, Hollie Diggs and Daniel Diggs to be equally divided among them"; that since the time of his appointment and qualification as the administrator of the estate of her, the said Mahala Diggs, deceased, your orator has made a diligent and exhaustive search among the papers and effects of his intestate for a will, or other testamentary writing to guide him, or any designated executor, in the disposition of the funds in his hands or that may come to him in this estate, and has been wholly unable to find any such writing of such nature whatsoever, and therefore is and will be unable to make proper disposition of said estate without the aid and advice of this honorable court, because he shows that there were no children born to the said Mahala Diggs of her said marriage with the said Henry Diggs, and she failed to make proper appointment and disposition of her said estate.

In tender consideration whereof, and forasmuch as your orator is remediless in the premises save by the aid of a court of equity, where matters of this kind are alone an properly cognizable, to the end that justice be done, your orator prays that the said Edwin Morrison, and _____ Morrison, his wife, J.W.Holloway, personally, and as the supposed executor of the last will and testament of Henry Diggs, deceased, may be made parties defendant to this amended bill and required to make full answer to the several allegations hereof as fully as if the same were here repeated, but without oath, answer under oath being hereby expressly waived; and that a decree be entered herein foreclosing the said vendor's lien as reserved in the said deed from Henry Diggs and wife to the said Edwin Morrison, and directing the sale of said lands to satisfy and pay the same, and permitting your orator and the said defendant, Edwin Morrison, to join in selling said lands at private sale, or that in default thereof the said lands may be sold at public auction to that end, and appointing a Special Commissioner for that purpose if need be, first to satisfy and pay off such vendor's lien with all arrearages of interest, and the balance thereof, if any, as this honorable court shall order and direct, and as shall be agreeable to equity and good conscience; and that a decree may be made herein directing and commanding the said defendant, J.W.Holloway, to account in this cause of how he has administered the estate of the said Henry Diggs, deceased, and that should it appear upon said accounting that there is or should be any sum or sums of money due and owing to the estate of said Mahala Diggs, deceased, from him, the said J.W.Holloway, by reason of his acting as such supposed executor as aforesaid, that unless he shall pay over any sum or sums found to be due by him as such supposed executor, etc., that then in such event a personal judgment be rendered against him, the said J.W.Holloway, for such amount as may be found to be due and owing to your orator's decedent's estate from him, said defendant; that in the event that the said above described premises when so sold

shall not bring sufficient to pay the said vendor's lien, together with all arrearages of interest thereon and all costs incident to enforcing same, and any sum that may be found due and owing from the said Edwin Morrison for the occupancy of the reserved forty (40) acres of said tract so reserved as aforesaid, that a personal judgment be entered herein for any such deficiency against them, the said Edwin Morrison and _____ Morrison, his wife; that this matter be referred to one of the Commissioners in Chancery of this court to take evidence, and report to this court as to who are the rightful heirs at law of Mahala Diggs, deceased, and in what degree they are related to her, and what proportion they should share in her estate, if any, and your orator prays that he may have the advice and protection of the court in making proper disposition and distribution of such funds as shall come to his hands as the administrator of the goods, chattels, and estate of her, the said Mahala Diggs, deceased; that he may have a decree entered in this cause adjudicating and settling who are the heirs at law of Mahala Diggs, or her appointees under the provisions of the will of her late husband, Henry Diggs, deceased, and determining their relative rights, interests and estates in and to the goods and chattels, moneys and effects of her, the said Mahala Diggs, deceased, and directing your orator in what manner he shall carry out and perform his duties as such administrator, so that he may execute the same properly and with safety to himself; that proper process may issue; that all proper orders and decrees may be made, and that all such other, further and general relief may be afforded your orator as the nature of his case may require, or as shall be agreeable to equity and good conscience.

And your orator will ever pray, etc.

William W. Campbell

Administrator of the estate of
Mahala Diggs, deceased.

Thos. H. Campbell p. q.

5

In the Circuit Court of the City of Suffolk.

William M. Crumpler,
Administrator, etc.
Complt.

vs.

Edwin Morrison, etc. et.,
et al.
Defts.

Amended Bill of Complaint.

William M. Crumpler,
Atty. pro se.

7/28/24.

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

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

Second May Rules, 1925.

To his Honor, Benjamin D. White, Judge:

Humbly complaining, shows unto your honor, your orator, William M. Crumpler, of the City of Suffolk, Virginia, that on the 23d day of May, 1924, your orator was duly appointed by the clerk of the Circuit Court of the City of Suffolk, Virginia, administrator of all the estate of Mahala Diggs, late of the said City of Suffolk, and that thereupon he qualified as such and gave bond according to law; that the said Mahala Diggs departed this life on or about the 22nd day of April, 1924, and was, at the time of her death a resident of the said city.

And your orator further shows that Henry Diggs and Mahala Diggs, his wife, on or about the 31st day of March, 1914, sold and conveyed to one Edwin Morrison with general warranty, a certain tract of land situate, lying and being in Newport Magisterial District, in the County of Isle of Wight, Virginia, containing by estimation sixty-two and one-half (62-1/2) acres, and bounded and described as follows: Commencing at a ravine on L. S. Holloway; thence along the said ravine and a line of marked trees to Moon Creek; thence along said Moon Creek to a gut, a corner on E. M. Morrison; thence along the said gut to J. P. Andrews' line; thence along the said line of J. P. Andrews, to the point of beginning. It being a portion of the land conveyed to Henry Diggs by C. B. Hayden, Special Commissioner in the sale of Willis Wilson's land. Which deed provided by its terms and conditions that possession of twenty-three (23) acres thereof should be delivered to the said Edwin Morrison in presenti, which said twenty-three (23) acres were in said deed setforth with metes and bounds, and then said deed further sets forth, "the said Henry Diggs shall have the right to retain the possession of the remainder of the said property herein

conveyed, so long as he shall live and have the right to a free and uninterrupted use of the same, as well as the right to all of the benefits to be derived from the use of same, so long as the said Henry Diggs shall live and at the death of the said Henry Diggs, and upon the payment of the said $1600.00 by the said Edwin Morrison, his heirs or assigns, to the heirs, executors or administrators of the said Henry Diggs, the said party of the second part, his heirs or assigns, shall have the right to take possession of all the said property herein conveyed and to enjoy the fee simple rights thereto." And the said Henry Diggs in and by said deed further reserved unto himself, his heirs, executor or administrator, a vendor's lien to secure the payment of the said sum of $1600.00, being the balance of the purchase price of said sixty-three (63) acres of land; that the state tax of $2.50 was paid on said deed, and the same was duly admitted to record in the office of the Clerk of the Circuit Court of Isle of Wight County, on the 15th day of June, 1914, and recorded in deed book no. 83, page 178, in said office, as will appear by a copy thereof hereunto annexed, marked Exhibit "A" which your orator prays may be taken as part of this bill of complaint, and read as a part hereof.

And your orator further shows that since the death of the said Henry Diggs, the said Edwin Morrison, notwithstanding that he has not paid the said sum of sixteen hundred dollars, or any part thereof as by said deed he should have done, entered into the occupancy of the said reserved portion of said lands, without any right thereto, and has had the use, and enjoyed the benefits thereof from thence until the time he abandoned the same, to-wit, until the spring of the year nineteen hundred and twenty-four.

And your orator further shows that the said defendant, Edwin Morrison is married to Annie Morrison, and that by reason thereof she, the said Annie Morrison claims to have some interest in and to the said lands and estate, but your orator

charges and insists that if any such she have, that the same is subject to the lien of your orator's vendor's lien on said premises as aforesaid.

And your orator further shows that in the latter part of April or first part of May, 1917, the said Henry Diggs departed this life, he having first made and executed his last will and testament, a copy of which last will and testament is hereunto annexed, marked Exhibit "B" which your orator prays may be taken as part of this bill of complaint, and read as a part hereof; which said last will and testament of said Henry Diggs was duly proven before the clerk of this honorable court of the 5th day of May, 1917, and duly recorded in his office in Will Book No. 35, page 24, and that on or about said day J. W. Holloway who was named as the executor thereof, took upon himself the burthen of the due administration of the estate of him, the said Henry Diggs; but there appears nothing of record in said Clerk's Office to show that the said J. W. Holloway, ever qualified as such executor, as he should have done before intermeddling in the estate of him, the said Henry Diggs, deceased.

And your orator further shows that by the terms of said last will and testament of him, the said Henry Diggs, Mahala Diggs, his wife, became the sole and absolute owner of all the estate of him, the said Henry Diggs, as in and by his said last will and testament will more fully and at large appear.

And your orator further shows that under and by virtue of said deed so conveying the said lands to the said Edwin Morrison as aforesaid, and the vendor's lien therein expressly reserved and retained, the balance of said purchase price, to-wit, the sum of sixteen hundred ($1600.00) dollars, became and was due and payable to the said J. W. Holloway, as the executor of the said last will and testament of the said Henry Diggs, or to the said Mahala Diggs, as his sole devisee, upon the said death of him, the said Henry Diggs, but notwithstanding same, he, the said Edwin Morrison has

wholly failed and neglected to pay same or any part thereof, although often since that time requested so to do, wherefore, your orator charges and insists that a right has accrued to him by reason of his appointment as the legal representative of the said Mahala Diggs to have the same foreclosed and sold to satisfy such vendor's lien and the proceeds of such sale paid over to him as such legal representative of said Mahala Diggs, deceased.

And your orator further shows that during her lifetime the said Mahala Diggs applied to the said J. W. Holloway, the supposed executor of said last will and testament of Henry Diggs, her late husband, but that notwithstanding same, the said J. W. Holloway wholly failed and neglected to turn over said estate or property as according to law and good conscience he should have done; that since your orator's appointment as the legal representative of the said Mahala Diggs, deceased, he has in like manner called upon the said J. W. Holloway for an accounting and surrender of said estate, but notwithstanding same, he has wholly failed, neglected and refused so to do.

And your orator further shows that the said Edwin Morrison has abandoned the said land, and his purchase thereof, and alleges that whoever has the right to sell the land, has perfect liberty to do so.

In tender consideration whereof, and forasmuch as your orator is remediless in the premises save by the aid of a court of equity, where matters of this kind are alone and properly cognizable, to the end that justice be done, your orator prays that the said Edwin Morrison and Annie Morrison, his wife, and J. W. Holloway, personally, and as the supposed executor of the last will and testament of Henry Diggs, deceased, may be made parties defendant to this bill and required to make full answer to the several allegations hereof as fully as if the same were here repeated, but without oath, answer under oath being hereby expressly waived; and that a decree be entered herein foreclosing the said

vendor's lien so reserved in the said deed from Henry Diggs and wife to the said Edwin Morrison, and directing the sale of said lands to satisfy and pay the same, and permitting your orator and the said defendant, Edwin Morrison, to join in selling said lands at private sale, or that in default thereof the said lands may be sold at public sale to that end appointing a Special Commissioner for that purpose if need be, first to satisfy and pay off such vendor's lien with all arrearages of interest, and the balance thereof if any, as this honorable court shall direct and as shall be agreeable to equity and good conscience; and that a decree may be made herein directing and commanding the said defendant, J. W. Holloway, to account in this cause of how he has administered the estate of the said Henry Diggs, deceased, and should it appear upon said accounting that there is or should be any sum or sums of money due and owing to the estate of said Mahala Diggs, deceased, from him, the said J. W. Holloway, by reason of his acting as such supposed executor as aforesaid, that unless he shall pay over any sum or sums found to be so due by him as such supposed executor, etc., that then in such event a personal judgment be rendered against him, the said J. W. Holloway, for such amount as may so be found to be due and owing to your orator's decedent's estate from said defendant; that in the event that the said above premises when so sold shall not bring sufficient to pay the said vendor's lien, and all costs incident to enforcing same and any sum that may be found due and owing from the said Edwin Morrison for the occupancy of the reserved forty (40) acres of said tract so reserved as aforesaid, that a personal judgment be entered herein for any such deficiency against them, the said Edwin Morrison and Annie Morrison, his wife; that proper process may issue; that all proper orders and decrees may be made, and that all such other, further and general relief may be afforded your orator as the nature of his case may require, or shall be agreeable to equity and good conscience. And your orator will ever pray, etc.

Lum McLemore
p.q.

William McLemore
Administrator of the estate of
Mahala Diggs, deceased.

Circuit Court of the County of Isle of Wight.

William M. Crumpler, Admr., etc. Compl't
vs.
Edwin Morrison, et ux., et al. Def'ts

In Chancery.
Bill.

Wm. M. Crumpler
atty pro se.

Filed.
Dep 7 50
1923

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

PERCY N. BRISTOW, Editor PHONE NUMBER, 9-4

THE SMITHFIELD TIMES

"One of Virginia's Leading Weeklies in the Circulation Field"

Smithfield, Virginia

Crumpler
vs
Hocaday

Sept. 27, 1926

To Whom It May Concern:-

I, Percy N. Bristow, editor of The Smithfield Times, a newspaper published at Smithfield, in the County of Isle of Wight, State of Virginia, do hereby certify that the notice pasted hereon appeared for four successive times in the above named paper in its issues of June 18, 25; July 2nd, and 9th.

Signed:-
Percy N. Bristow, Editor

[redacted]ed, Editor.

All Available Text Successfully Captured

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

COMMISSIONERS NOTICE

W. M. Crumpler, Administrator
v) Chancery No. 461
J. W. Holloway et als.

Whereas, by a edcree entered in the Circuit Court of the County of Isle of Wight on June 15th, 1926, in the above entitled cause therein pending, the same was referred to the undersigned Commissioner in Chancery for the purpose of ascertaining and reporting the following matters:

1. An account of the real estate and personal property of which Mahala Diggs died seized and possessed.

2. An account of the just debts against the said estate and the value thereof after payment of just debts.

3. Whether or not Mahala Diggs died testate, and if so, who are her devisees and legatees.

4. Any other matter deemed pertinent by the Commissioner or any other party in interest.

And it appears ti the Court that there are or may be unknown heirs of Mahala Diggs deceased, the Court doth adjudge, order and decree that the said Commissioner before proceedings to execute this decree shall publish in the Smithfield Times, for four consecutive weeks, the notice of the time and place of the execution of this decree.

THEREFORE, Notice is hereby given to all parties concerned that I, the undersigned, have set upon Tuesday, July 20th, 1926, at 2 o'clock P. M., at the office of E. H. Williams, in the town of Smithfield, Virginia, to proceed to execute the aforesaid decree at which time and place all persons in interest may appear and state the nature of their claim.

Given under my hand this 17th day of June, 1926

R. A. Edwards
Commissioner in Chancery

4-t

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

May 6, 1925.

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

Dear Gus:-

I herewith enclose to you memorandum and bill in chancery, styled William M. Crumpler, Administrator of the Estate of Mahala Diggs, deceased, vs. Edwin Morrison, et als. Please observe that Mr. Morrison's wife's name is not inserted as a defendant on the memorandum because I did not know it and at several places in the bill I have failed to insert her name for the same reason. You evidently know or can easily ascertain her name and as a personal favor to me, I beg that you insert it both on the memorandum and at each place on the bill.

With very kindest regards, I am,

Cordially yours,
William M. Crumpler

WMC: J

73.60 B

1600.00

1673.60

60

1736.60

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

June 24, 1925.

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

Dear Gus:-

Judge White has set the chancery cause of myself, administrator vs. Holloway, et als, for hearing on the 7th day of July. I presume that Mr. and Mrs. Morrison will voluntarily appear but if they will not please have them summonsed and also have a summons issued against J. W. Holloway to be present.

Very truly yours,

William M. Crumpler

WMC:J

COMMISSIONER IN CHANCERY

COMMISSIONER OF ACCOUNTS
NOTARY IN OFFICE

E. H. WILLIAMS
Attorney-at-Law
SMITHFIELD - VIRGINIA

March 30, 1927.

Mr. W. M. Crumpler,

Suffolk, Virginia.

Dear Crumpler:

I beg to herewith enclose decree, re yourself, Administrator, vs. Edwin Morrison, et als.

I am,

Very truly yours,

EHW:G

E. H. Williams

"EXHIBIT A."

State Tax $2.50

Henry Diggs et ux

TO) Bargain and Sale 62½ acres.

Edwin Morrison

THIS DEED, Made this 31st day of March, 1914, between Henry Diggs and Mahala Diggs, his wife, of the County of Isle of Wight, State of Virginia, parties of the first part, and Edwin Morrison, of the County and State, aforesaid, party of the second part.

WITNESSETH: That for and in consideration of the sum of Twenty-five Hundred and 00/100 ($2500.00) Dollars, $900.00 of which is hereby acknowledged to have been received in cash, the remaining $1600.00 to be paid as hereinafter directed, the said parties of the first part do grant, bargain, sell and convey, subject, however, to the conditions, rights, privileges, requirements and benefits hereinafter mentioned, with General Warranty, the following property, to-wit: All that certain piece or parcel of land situate, lying and being in Newport Magisterial District, of the County of Isle of Wight, State of Virginia, containing by estimation sixty two and one half (62½) acres, and bounded and described as follows: Commencing at a ravine on L. S. Holloway; thence along the said ravine and a line of marked trees to Moon Creek; thence along said Moon Creek to a gut, a corner on E. M. Morrison, thence along the said gut to J. P. Andrew's line; thence along the said line of J. P. Andrews, to the point of beginning. It being a portion of the land conveyed to Henry Diggs by C. B. Hayden, Special Commissioner in the sale of Willis Wilsons' land.

The land herein conveyed is conveyed subject to the following conditions, rights, privileges and benefits:

1. That the possession of twenty-three (23) adres of the above described property shall be delivered to the said party of the second part immediately upon the execution of this deed, which twenty-three acres is bounded and described, as follows: Commencing at a corner on the lands of J. H. Massenburg; running thence N.25°

E. 604 feet, running thence N. 26½° E. 427 feet to a stob, a corner on the lands herein conveyed, running thence N. 61° W. 665 feet to a Hickory tree, running thence in the same direction to Moon Creek; running thence in a Westerly direction up the center of the said Moon Creek to south fork of Moon Creek, running thence up center of said south fork of Moon Creek to a corner on the said J. H. Massenburg; running thence in a Northeasterly direction to a Holly tree on the line of the said J. H. Massenburg, running thence in the same direction to a pine a corner on the line of J. H. Massenburg; running thence S. 67¼° E. 335 feet to a ravine on L. S. Holloway, the point of beginning.

2. That the said Henry Diggs shall have the right to retain the possession of the remainder of the said property herein conveyed, so long as he shall live and shall have the right to a free and uninterrupted use of the same, as well as the right to all of the benefits to be derived from the use of same, so long as the said Henry Diggs shall live and at the death of the said Henry Diggs, and upon the payment of the said $1600.00 by the said Edwin Morrison, his heirs or assigns, to the heirs, executors or administrator of the said Henry Diggs, the said party of the second part, his heirs or assigns, shall have the right to take possession of all of the said property herein conveyed and to enjoy the fee simple rights thereto.

The said Henry Diggs doth hereby expressly reserve unto himself, his heirs, executor or administrator, the vendor's lien to secure the payment of the said $1600.00, balance of the unpaid purchase price of said land, as by the statute in such cases made and provided.

The said parties of the first part covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land, that the grantee shall have quiet possession of the said land, free from all encumberances, except as herein before mentioned, and that they, the said parties of the first part, will execute such further assurances of the said

land as may be requisite subject to the conditions as hereinbefore mentioned.

Witness the following signatures and seals:

his
HENRY X DIGGS (SEAL)
mark

her
MAHALA X DIGGS (SEAL)
mark

Geo. F. Whitley,
Witness to mark.

State of Virginia,
County of Isle of Wight, to-wit:

I, George F. Whitley, a Commissioner in Chancery for the Circuit Court for the County of Isle of Wight, in the State of Virginia, do hereby certify that Henry Diggs and Mahala Diggs, his wife, whose names are signed to the writing above, bearing date on the 31st day of March, 1914, have acknowledged the same before me in my county aforesaid.

Given under my hand this 31st day of March, 1914.

Geo. F. Whitley
Commissioner in Chancery.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight, June 15th, 1914, at nine o'clock A. M. This deed was received and with the certificate annexed, admitted to record.

Teste: A. S. Johnson, Clerk.

A Copy,
Teste, R. A. Edwards, Clerk,
D. B. 83, page 178.

"EXHIBIT B"

Will of Henry Diggs.

IN THE NAME OF GOD, AMEN: I, Henry Diggs, being of sound and disposing mind, do make this my last will and testament, as follows:

FIRST: I desire that my body be decently buried without needless expense, in a manner corresponding to my estate in life.

SECOND: I direct all my judt debts paid as soon after my decease as conveniently may be, and to that end charge my whole estate, both real and personal, with the same.

THIRD: I give, devise and bequeath all of the remainder of my estate both real and personal, to my wife, Mahala Diggs, in fee-simple. It is my desire, although it is not my intention to further devise or bequeath my estate, that my wife, Mahala Diggs, shall bequeath to Howard T. Hayes the sum of ONE HUNDRED DOLLARS ($100.00) as a special legacy, to be paid out of the estate which she may leave at her death, and the remainder to Charles Diggs, Mollie Diggs and Daniel Diggs to be equally divided among them.

FOURTH: I appoint J. W. Holloway, Executor of this, my will.

In witness whereof I have to this, my will, set my hand this 17th day of July, 1915.

his
Henry X Diggs
mark

Witness to mark:
Geo, F. Whitley
A. S. Barrett

Signed, published, declared and acknowledged by the testator, Henry Diggs, as his last will and testament, in the presence of us, both being present at the same time, who in his presence and in the presence of each other, have hereto subscribed our names as witnesses.

Geo. F. Whitley

A. S. Barrett

VIRGINIA: Clerk's Office of the Circuit Court of the County of Isle of Wight, May 5th, 1917.

A paper writing purporting to be the last will and testament of Henry Diggs, deceased, was presented for probate by J. W. Holloway, the executor therein named, and proved by the oaths of G. F. Whitley and A. S. Barrett, the subscribing witnesses thereto, and ordered to be recorded as the true last will and testament of the said Henry Diggs, deceased.

Teste, A. S. Johnson, Clerk.

A Copy,

Teste, R. A. Edwards, Clerk.

By_____D. C.

Will Book 35, page 24

"Exhibit A".

Henry Diggs et ux State Tax $2.50

TO) Bargain and Sale 62½ acres.

Edwin Morrison

THIS DEED, Made this 31st day of March, 1914, between Henry Diggs and Mamhala Diggs, his wife, of the County of Isle of Wight, State of Virginia, parties of the first part, and Edwin Morrison, of the County and State, aforesaid, party of the second part.

WITNESSETH: That for and in consideration of the sum of Twenty-five Hundred and 00/100 ($2500.00) Dollars, $900.00 of which is hereby acknowledged to have been received in cash, the remaining $1600.00 to be paid as hereinafter directed, the said parties of the first part do grant, bargain, sell and convey, subject, however, to the conditions, rights, privileges, requirements and benefits hereinafter mentioned, with General Warranty, the following property, to-wit: All that certain piece or parcel of land situate, lying and being in Newport Magisterial District, of the County of Isle of Wight, State of Virginia, containing by estimation sixty two and one half (62½) acres, and bounded and described as follows: Commencing at a ravine on L,S.Holloway; thence along the said ravine and a line of marked trees to Moon Creek; thence along said Moon Creek to a gut, a corner on E.M.Morrison, thence along the said gut to J.F.Andrew's line; thence along the said line of J.F.Andrews, to the point of beginning. It being a portion of the land conveyed to Henry Diggs by C.B.Hayden, Special Commissioner in the sale of Willis Wilsons' land.

The land herein conveyed is conveyed subject to the following conditions, rights, privileges and benefits:

1. That the possession of twenty three (23) acres of the above described property shall be delivered to the said party of the second part immediately upon the execution of this deed, which twenty-three acres is bounded and described, as follows: Commencing at

a corner on the lands of J.H.Massenburg; running thence N. 25° E. 60½ feet, running thence N. 26½° E. 427 feet to a stob, a corner on the lands herein conveyed, running thence N. 61° W. 665 feet to a Hickory tree, running thence in the same direction to Moon Creek; running thence in a Westerly direction up the center of the said Moon Creek to south fork of Moon Creek, running thence up center of said south fork of Moon Creek to a corner on the said J.H.Massenburg; running thence in a Northeasterly direction to a Holly tree on the line of the said J.H.Massenburg, running thence in the same direction to a pine a corner on the line of J.H.Massenburg; running thence S. 67¼° E. 335 feet to a ravine on L. S. Holloway, the point of beginning.

2. That the said Henry Diggs shall have the right to retain the possession of the remainder of the said property herein conveyed, so long as he shall live and shall have the right to a free and uninterrupted use of the same, as well as the right to all of the benefits to be derived from the use of same, so long as the said Henry Diggs shall live and at the death of the said Henry Diggs, and upon the payment of the said $1600.00 by said Edwin Morrison, his heirs or assigns, to the heirs, executors or administrators of the said Henry Diggs, the said party of the second part, his heirs or assigns, shall have the right to take possession of all of the said property herein conveyed and to enjoy the fee simple rights thereto.

The said Henry Diggs doth hereby expressly reserve unto himself, his heirs, executor or administrator, the vendor's lien to secure the payment of the said $1600.00, balance of the unpaid purchase price of said land, as by the statute in such cases made and provided.

The said parties of the first part covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land, that the grantee shall have quiet possession of the said land, free from all encumbrances,

except as herein before mentioned, and that they, the said parties of the first part, will execute such further assurances of the said land as may be requisite subject to the conditions as hereinbefore mentioned.

Witness the following signatures and seals:

his
Henry x Diggs (SEAL)
mark

Geo. F. Whitley,
Witness to mark.

her
Mahala x Diggs (SEAL)
mark

State of Virginia,

County of Isle of Wight, to-wit:

I, George F. Whitley, a Commissioner in Chancery for the Circuit Court for the County of Isle of Wight, in the State of Virginia, do hereby certify that Henry Diggs and Mahala Diggs, his wife, whose names are signed to the writing above, bearing date on the 31st day of March, 1914, have acknowledged the same before me in my county aforesaid.

Given under my hand this 31st day of March, 1914.

Geo. F. Whitley
Commissioner in Chancery.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight June 15th. 1914, at nine o'clock A.M. This deed was received and with the certificate annexed, admitted to record.

Teste, A.S.Johnson, Clerk.

"Exhibit B."

IN THE NAME OF GOD, AMEN: I, Henry Diggs, being of sound and disposing mind, do make this my last will and testament, as follows:

FIRST: I desire that my body be decently buried without needless expense, in a manner corresponding to my estate in life.

SECOND: I direct all my just debts paid as soon after my decease as conveniently may be, and to that end charge my whole estate, both real and personal, with the same.

THIRD: I give, devise and bequeath all of the remainder of my estate both real and personal, to my wife, Mahala Diggs, in fee-

simple. It is my desire, although it is not my intention to further devise or bequeath my estate, that my wife, Mahala Diggs, shall bequeath to Howard T. Hayes the sum of ONE HUNDRED DOLLARS ($100.00) as a special legacy, to be paid out of the estate which she may leave at her death, and the remainder to Charles Diggs, Mollie Diggs and Daniel Diggs to be equally divided among them.

FOURTH: I appoint J.W.Holloway, Executor of this, my will.

In Witness Whereof I have to this, my will, set my hand this 17th day of July, 1915.

his
Henry x Diggs
mark

Witness to Mark:

Geo. P. Whitley
A. S. Barrett

Signed, published, declared and acknowledged by the testator, Henry Diggs, as his last will and testament, in the presence of us, both being present at the same time, who in his presence and in the presence of each other, have ~~xxxxxxx~~ hereto subscribed our names as witnesses.

Geo. P. Whitley

A. S. Barrett

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight, May 5th 1917.

A paper writing purporting to be the last will and testament of Henry Diggs, deceased, was presented for probate by J.W.Holloway, the executor therein named, and proved by the oaths of G.P.Whitley and A.S.Barrett, the subscribing witnesses thereto, and ordered to be recorded as the true last will and testament of the said Henry Diggs, deceased.

Teste, A. S. Johnson Clerk.

VIRGINIA:

Circuit Court of the County of Isle of Wight.

William M. Crumpler, Administrator of the estate of Mahala Diggs, deceased .....Complainant

vs. In Chancery.

Edwin Morrison, Annie P. Morrison, and J.W.Holloway, individually and as supposed executor of the Last Will and Testament of Henry Diggs, deceased. .....Defendants.

To the Clerk of the Circuit Court of the County of Isle of Wight, Virginia:

Sir:

You will please issue summons in the above entitled cause directed to the sheriff of your county requiring him to summon the said defendants to answer ~~said~~ the complainant's bill of complaint herein, returnable to second May Rules, 1925.

Dated: May 1, A.D. 1925.

William M. Crumpler Admr. of the estate of Mahala Diggs, deceased.
William M. Crumpler

p. q.

/

Circuit Court of the County of
Isle of Wight.
****

William M. Crumpler, Admt.,
etc. ..... Compl't

vs. In Chancery.

Edwin Morrison, et ux.,
et al. ..... Defts.
****

On Bill for Relief.

P R A E C I P E.
****

Wm. M. Crumpler,
Atty. pro se.

5/8/25 Issd
Note for Dfts

VIRGINIA,

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Wm. M. Crumpler, Administrator
of the estate of Mahala Diggs,
deceased, ... Complainant

VS) In Chancery

Edwin Morrison, Annie P. Morrison,
and J. W. Holloway, individually and
as supposed executor of the last
will and testament of Henry Diggs,
deceased, ... Defendant

This cause came on this day to be again heard on the papers formerly read and ~~especially~~ upon the report of William M. Crumpler, Administrator, filed herein pursuant to a previous decree ~~in this~~ cause, ~~dated October 22, 1926, and duly recorded in the Clerk's Office of this Court~~, entered in Chancery Order Book 8, page 348, ~~which~~ said report ~~discloses~~ shows the entire fund in the hand of the administrator ~~to have~~ has been disbursed in accordance with the direction of the said decree; on consideration whereof, no exceptions having been filed to the said report, ~~and it appearing regular in all respects and to be supported by proper vouchers,~~ it is ordered that the same be and it is hereby approved and confirmed and the clerk of this Court is directed to record the said report in his office ~~in the customary record book~~ and he is further directed to furnish the said William M. Crumpler, Administrator as aforesaid, a certified copy of said report for the purpose of recordation in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia, where said administrator qualified and within which jurisdiction the decedent resided at the time of her death, as directed by Section 5411 of the Code of Virginia.

William M. Crumpler, Admr.,
of the estate of Mahala Diggs,
deceased.

Vs)In Chancery

Edwin Morrison, et als.

DECREE.

1938
Oct 2.
Entered
B.R.C.

We Consent
E. Harrison Atty
for H. T. Hayes, Master
Byron Diggs X
Cherie Diggs

Daniel Diggs
By Jr. M. Dameron
his atty.

8-4676

VIRGINIA,

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Wm. M. Crumpler, Administrator
of the estate of Mahala Diggs,
deceased, ... Complainant

VS) In Chancery.

Edwin Morrison, Annie P. Morrison,
and J. W. Holloway, individually and
as supposed executor of the last
will and testament of Henry Diggs,
deceased, ... Defendants

This cause came on this day to be again heard on the papers formerly read and especially upon the report of William M. Crumpler, Administrator, filed herein pursuant to a previous decree in this cause, dated October 22, 1926, and duly recorded in the Clerk's Office of this Court, in Chancery Order Book 8, page 348, which said report discloses the entire fund in the hand of the administrator to have been disbursed in accordance with the direction of the said decree; on consideration whereof, no exceptions having been filed to the said report and it appearing regular in all respects and to be supported by proper vouchers, it is ordered that the same be and it is hereby approved and confirmed and the clerk of this Court is directed to record the said report in his office in the customary record book and he is further directed to furnish the said William M. Crumpler, Administrator as aforesaid, a certified copy of said report for the purpose of recordation in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia, where said administrator qualified and within which jurisdiction the decedent resided at the time of her death, as directed by Section 5411 of the Code of Virginia.

~~Order~~ Decree

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Wm. M. Crumpler, Administrator
of the estate of Mahala Diggs
deceased,.....Complainant.

VS) In Chancery.

Edwin Morrison, Annie P. Morrison,
and J. W. Holloway, individually and
as supposed executor of the last
will and testament of Henry Diggs,
deceased,.....Defendants.

This cause came on this day to be again heard upon the papers formerly read, upon the report filed September 15th, 1926, of R. A. Edwards, Commissioner in Chancery, together with the testimony of witnesses returned with the said report to which no exceptions have been taken, and was argued by Counsel:

And it appearing from said report and the evidence herewith returned, that Mahala Diggs, in her life time made and executed according to law a valid will, whereby she bequeathed to Howard T. Hayes, the sum of One Hundred ($100.00) Dollars, and bequeathed and devised the remainder of her estate, real and personal, to Charles Diggs, Mollie Diggs Joyner, (who was Diggs), and Daniel Diggs, in equal shares, and it also appearing that said will has never been revoked, and has been lost and that the same should now be established and declared, as and for the last will and testament of said Mahala Diggs, on consideration whereof, the Court doth so decide, and doth declare the above as and for the last will and testament of said Mahala Diggs, and the Court confirming the said report doth adjudge, order and decree that Wm. M. Crumpler, who has heretofore qualified as Administrator of the estate of Mahala Diggs, deceased, do

pay first the cost of this suit, and then after the payment of the debts of Mahala Diggs, deceased, including the account of B. B. Elliott and Company of two hundred dollars and fifty ($200.50) cents, for burial expenses, and the account of twenty-four ($24.00) dollars; of Dr. J. W. Pierce, for medical services, and the payment of the special legacy of one hundred ($100.00) dollars, to Howard T. Hayes, shall then pay the residue of the sum of Seventeen Hundred Forty ($1740.00) dollars, reported by the said Commissioner as being in the hands of the said W. M. Crumpler, administrator as aforesaid, in equal proportions to the said Charles Diggs, Mollie Diggs Joyner, (who was Diggs), and Daniel Diggs, or their Attorney.

And the said W. M. Crumpler, Administrator as aforesaid, shall make report to Court how he has executed this decree.

Wm. M. Crumpler, Adm'r, et als.

Vs: In Chancery.

Edwin Morrison, et als.

DECREE.

1876
Oct 24.

C. O. B H 8
Page 348

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

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

W. M. Crumpler, Administrator of Mahala Diggs, Plaintiff.

VS: IN CHANCERY.

J. W. Holloway, et als,..... .....Defendants.

- - - - - - - - -

This cause came on this day, ~~by consent~~, to be heard upon the Complainant's bill and exhibits filed therewith; the petition and supplemental petition in the nature of a cross bill of Charles Diggs and Mollie Diggs Joyner, to which said cross bill there has been no answer or demurrer, and was argued by Counsel:

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

First: An account of the real estate and personal property of which Mahala Diggs died, seized and possessed.

Second: An account of the just debts against the estate of Mahala Diggs, and the value of the said estate after the payment of the debts against it.

Third: Whether or not the said Mahala Diggs, died, testate, and if she died testate, who are her devisees and legatees.

Fourth: Any other matter deemed pertinent by the Commissioner, or required to be taken by any party in interest.

And it appearing to the Court from the said supplemental petition in the nature of a cross bill of the said petitioners, that there are, or may be, unknown heirs of the said Mahala Diggs, deceased, the Court doth adjudge,

order and decree, that the said Commissioner, before proceeding to execute this decree, shall publish in the Smithfield Times, for four consecutive weeks, the notice of the time and place of the execution of this decree.

And the said Commissioner shall make report to Court.

9 461

W.M. Crumpler, Adm'r of
Mahala Diggs, Plaintiff.

Vs: In Chancery.

J.W. Holloway, et als,
Defendants.

DECREE.

1926
January 5
Entered
Bk 8.

Book 8
Page 334

Reference

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

VIRGINIA:

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

-----oOo-----

William Crumpler, Administrator of Mahala Diggs, Plaintiff.

VS. IN CHANCERY.

J. W. Holloway, et als,.....Defendants.

-----oOo-----

This day, came the petitioners, Charles Diggs and Mollie Diggs Joyner, and asked leave of the Court to file their petition in this cause, and the Court granting such leave, doth accordingly order that the said petition be, and the same is herewith filed in this cause.

_____

JUDGE.

7 461

William Crumpler, Administrator.

VS. IN CHANCERY.

Holloway, et als.

1925.
Dec 2
Testatur
Book 8
page 298

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

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

Oct. 19, 1928.

Mr. R. A. Edwards, Clerk,
Isle of Wight C. H., Va.

Dear Gus:-

Charlie Hutchins has recorded the copy of my account as administrator of Mehala Diggs, charging therefore $2.30 which I have paid him. This leaves a balance of 70¢ in my hands and I am therefore going to ask that you accept it. I am enclosing a check payable to you for that amount. If you feel that there is anything else due you, following my letter of a day or two ago, then deduct that from the $15.00 tax attorney's fee due me by you.

With very kind personal regards, I am,

Cordially yours,

W. M. Crumpler.

WMC:J

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

Oct. 15, 1928.

Mr. R. A. Edwards, Clerk,
Isle of Wight C. H., Va.

Dear 'Gus:-

I beg leave to acknowledge receipt of your letter of October 12th and the certified copy of my report in the chancery cause of William M. Crumpler, Administrator of the Estate of Mehala Diggs, deceased, vs. Edwin Morrison, et als.

I note your reference to the $3.00 reserved in my report which you are under the impression I had retained for you for the recordation of my recent report and for the certified copy which you have furnished me. If you will refer to my respective letters of March 8, 1927, and March 9, 1927, to you and then refer to your reply to me, that is, combined reply to the two letters dated March 15, 1927, you will see that you have received $2.00 on account of this service. I have contemplated retaining the $3.00 to pay Hutchins for recording the certified copy here. All of this is setforth in the three letters to which I have alluded. The $2.00 in question which you received, in the event you cannot locate the letters, you may remember was $2.00 charged on your bill for the sheriff when, in fact, I discovered that the sheriff had already been paid this $2.00. You then wrote me and told me that you were applying the $2.00 in accordance with my instructions.

In connection with the above, I find that you have never remitted to

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

R. A. E. . 2.

me the tax attorney's fee in this case which was paid you in the combined cost of $70.30. Please let me have your check to cover this, deducting from it if you feel that the original $2.00 which I have alluded to is not sufficient to pay you for the service which you have rendered in recording the original report and furnishing the certified copy. Your books will disclose that the $70.30 cost paid you, included as the second item listed ~~as~~ the tax attorney's fee of $15.00, which, of course, should be sent to me.

With very kindest personal regards, I am,

Cordially yours,

W. M. Crumpler.

P. S. I suppose, since the Judge has approved my account in this matter, that I am entitled to have the vouchers returned. I would appreciate your sending these to me for my files, - including the check book and the bank book.

WMC:J

Vouchers Taken
Out and Sent
to W M Brumpler
after Above had
been Approved

VIRGINIA,

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Wm. M. Crumpler, Administrator
of the estate of Mahala Diggs,
deceased,.....Complainant

VS) In Chancery

Edwin Morrison, Annie P. Morrison,
and J. W. Holloway, individually and
as supposed executor of the last
will and testament of Henry Diggs,
deceased,.....Defendants

The undersigned, William M. Crumpler, Administrator of the estate of Mahala Diggs, whose qualification was in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia, that being the residence of the deceased at the time of her death, pursuant to a decree entered in this cause on October 22, 1926, in chancery order book 8, page 348, hereby respectfully reports to the Court the following receipts and disbursements:

1 9 2 5			
Nov. 5	By cash received from Edwin Morrison in settlement of vendor's lien on real estate	$1662.94	
Dec. 31	By cash, interest earned at Bank to date	10.34	
1 9 2 6			
June 30	By cash, " " " " " date	33.46	
Dec. 31	By cash, " " " " " date	34.12	
1 9 2 7			
Jan. 18	By cash received from E. E. Holloway pursuant to adjustment of his account with the Court and with the administrator	73.60	
Mar. 3	By cash, interest earned at Bank to date	11.96	
	TOTAL RECEIPTS	$1826.42	

COST OF ADMINISTRATION

Mar. 5	To cash paid William M. Crumpler reimbursement for cost of qualification, certificate thereof, per voucher	5.10
	To cash paid William M. Crumpler reimbursement for cash paid R. A. Edwards, Clerk, for copy of deed and	

		and lien, per voucher	1.25
Mar.	5	To cash paid William M. Crumpler re-imbursement for "Phone calls incident to administration and suit, per voucher	2.55
"	"	To 5% commissions retained	91.30
"	"	To cash paid H. C. Eley, Treasurer of The City of Suffolk, 1926, tax on fund deposited in Bank, per voucher	3.49
"	"	To cash reserved for 1927 tax on fund in Bank	3.66
"	"	To cash reserved pursuant to Section 5411 of Code, for obtaining from Clerk of Isle of Wight Circuit Court and for recording in Clerk's Office of City of Suffolk (where this fiduciary qualified) copy of this account	3.00
			$110.35

COST OF SUIT

"	"	To cash paid William M. Crumpler, re-imbursement for indemnity deposit with R. A. Edwards, Clerk, per voucher	7.50
"	"	To cash paid R. A. Edwards, Clerk, balance of cost (less $7.50 deposit) including order of publication, $18.00, and commissioner's fee, $30.00, per voucher	70.30
"	"	To cash paid William M. Crumpler, Atty., for legal services in instituting and conducting this cause, per voucher	250.00
"	"	To cash paid W. H. Chapman for services as Sheriff, per voucher	2.00
			$329.80

INDEBTEDNESS OF DECEASED.

"	"	To cash paid Dr. J.W. Pierce, for services to the deceased in her last illness, per voucher	24.00
"	"	To cash paid Bradford Kilby, Attorney for Purdie Taylor, funeral expenses of the deceased due B. B. Elliott & Co., of Suffolk, Virginia, per voucher, and per authorization of B. B. Elliott & Co., dated Sept. 28, 1926, and filed by the payee with the undersigned	200.50
"	"	To cash paid William M. Crumpler for services to the deceased during her life time, beginning in 1921, and extending to the date of qualification, May 23, 1924, in an effort during the	

decedent's life time to collect the fund finally realized, per voucher $100.00

$324.50

SPECIFIC LEGACY.

Mar. 5 To cash paid Howard T. Hayes, Specific Legacy under last Will, pursuant to decree of October 22, 1926, (C.O.B.8, page 348) and per voucher $100.00

DISTRIBUTION OF RESIDUE.

" " To cash, one-third of remainder paid E. H. Williams, Attorney for Charles Diggs, pursuant to decree of October 22, 1926, (C.O.B. 8, page 348), and per voucher 320.59

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" " To cash, one-third of remainder paid William M. Crumpler, Attorney for Daniel Diggs, pursuant to decree of October 22, 1926, (C.O.B. 8, page 348), and per voucher 320.59

$961.77

RECAPITULATION

Receipts	$1826.42	
Cost of Administration		$110.35
Cost of Suit		329.80
Indebtedness of Deceased		324.50
Specific Legacy		100.00
Distribution of Residue		961.77
	$1826.42	$1826.42

Respectfully submitted this 5th day of March, 1927.

William M. Crumpler

I, R. A. Edwards, Clerk of the Circuit Court of the County of Isle of Wight do certify that a final decree in the Chancery cause styled: "W. M. Crumpler, Administrator of Mahala Diggs' Estate vs. Edwin Morrison et als," was entered in the Clerk's Office of the County of Isle of Wight on the 2 day of October, 1928, and that a copy of this report has likewise been entered of record in the Clerk's Office aforesaid.

Given under my hand this 2" day of October, 1928.

R. A. Edwards

Clerk.

20 Oct 1825

March 15th, 1927.

Mr. W. M. Crumpler, Atty.,

Suffolk, Va.

Dear Mr Crumpler,

I have yours of the 8th & 9th, togather with check enclosed for $ 70.30 in settlement of costs in Re Crumpler Admstr Vs. Morrison et als, as stated in your letter, and I herewith return receipt signed by me.

I note what you have to say concerning Sheriff's fee of $2.00 and instead of paying that over to the Sheriff have placed it to your credit to be applied to cost of making certified copy of final decree as well as recording your account as Administrator, however since I have not seen either of these papers it is impossible for me to say what the charges would amount to on either, therefore will advise you further upon receipt of the papers to be entered.

Very Truly Yours,

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

March 9, 1927.

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

Dear Sir:-

After dictating and completing my report in the matter of myself, administrator, vs. Edwin Morrison, et als, I find that I have drawn a check and mailed to Sheriff Chapman for $2.00, covering his fees, and then find on your statement that there is an item for apparently the same thing. Please, therefore, correct your statement where it reads,- "Sheriff's fee, $2.00", and let this $2.00 cover for recording report which the decree will direct you to do in your office and then the decree likewise directs that a certified copy of the report be furnished me to be filed in the Clerk's Office of the City of Suffolk where I qualified.

In my report I reserved $3.00 for obtaining this certified copy and for recording it here but I doubt that that is more than sufficient to file the certified copy after you furnish it to me and, if it meets with your approval, I will pay Hutchins this $3.00 for filing the copy which you furnish me or if the $2.00 is not sufficient for filing the report in your office and furnishing the certified copy I will make such division as you suggest. It occurred to me that Hutchins would expect slightly the larger division because the cost, as a whole, has been incurred in your office rather than his. Any plan that you suggest will be satisfactory to me and I will attempt to make it satisfactory with Hutchins.

Very truly yours, William M. Crumpler

WMC:J

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

March 8, 1927.

Mr. R. A. Edwards, Clerk,

Isle of Wight C. H., Va.

Dear Sir:- In re: Wm. M. Crumpler, Admr. V.
Edwin Morrison, et als.

I herewith enclose to you my check for $70.30. Please sign the enclosed voucher and do not change the date since I have prepared my report and prefer to have all checks, vouchers and entries in my report correspond. Kindly let me have your receipt by return mail.

Very truly yours,

William M. Crumpler

WMC:J
ENC:1

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VIRGINIA,

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Wm. M. Crumpler, Administrator
of the estate of Mahala Diggs,
deceased, ...Complainant

VS) In Chancery.

Edwin Morrison, Annie P. Morrison,
and J. W. Holloway, individually and
as supposed executor of the last
will and testament of Henry Diggs,
deceased, ...Defendants

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1 9 2 6		
June 30	By cash, " " " " " date	53.46
Dec. 31	By cash, " " " " " date	34.12
1 9 2 7		
Jan. 18	By cash received from E. K. Holloway pursuant to adjustment of his account with the Court and with the administrator	73.60
Mar. 3	By cash, interest earned at Bank to date	11.96
	TOTAL RECEIPTS	$1826.42

COST OF ADMINISTRATION

Mar. 5	To cash paid William M. Crumpler reimbursement for cost of qualification, certificate thereof, per voucher	5.10
	To cash paid William M. Crumpler reimbursement for cash paid R. A. Edwards, Clerk, for copy of deed and	

		and lien, per voucher	1.25
Mar.	5	To cash paid William M. Crumpler reimbursement for 'Phone calls incident to administration and suit, per voucher	2.55
"	"	To 5% commissions retained	91.30
"	"	To cash paid H. S. Riley, Treasurer of the City of Suffolk, 1926, tax on fund deposited in Bank, per voucher	3.49
"	"	To cash reserved for 1927 tax on fund in Bank	3.66
"	"	To cash reserved pursuant to Section 5411 of Code, for obtaining from Clerk of Isle of Wight Circuit Court and for recording in Clerk's Office of City of Suffolk (where this fiduciary qualified) copy of this account	3.00
			$110.35

COST OF SUIT

"	"	To cash paid William M. Crumpler, reimbursement for indemnity deposit with R. A. Edwards, Clerk, per voucher	7.50
"	"	To cash paid R. A. Edwards, Clerk, balance of cost (less $7.50 deposit) including order of publication, $18.00, and commissioner's fee, $30.00, per voucher	70.30
"	"	To cash paid William M. Crumpler, Atty., for legal services in instituting and conducting this cause, per voucher	250.00
"	"	To cash paid W. H. Chapman for services as Sheriff, per voucher	2.00
			$329.80

INDEBTEDNESS OF DECEASED.

"	"	To cash paid Dr. J. W. Pierce, for services to the deceased in her last illness, per voucher	24.00
"	"	To cash paid Bradford Kilby, Attorney for Purdie Taylor, funeral expenses of the deceased due B. B. Elliott & Co., of Suffolk, Virginia, per voucher, and per authorization of B. B. Elliott & Co., dated Sept. 28, 1926, and filed by the payee with the undersigned	200.50
"	"	To cash paid William M. Crumpler for services to the deceased during her life time, beginning in 1921, and extending to the date of qualification, May 23, 1924, in an effort during the	

		decedent's life time to collect the fund finally realized, per voucher	$100.00
			$324.50

SPECIFIC LEGACY.

Mar.	5	To cash paid Howard T. Hayes, Specific Legacy under last Will, pursuant to decree of October 22, 1926, (C.O.B.8, page 348) and per voucher	$100.00

DISTRIBUTION OF RESIDUE.

"	"	To cash, one-third of remainder paid E. H. Williams, Attorney for Charles Diggs, pursuant to decree of October 22, 1926, (C.O.B. 8, page 348), and per voucher	320.59
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RECAPITULATION

Receipts	$1826.42	
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Respectfully submitted this 5th day of March, 1927.

Refort.

Wm. M. Cumpler, Admr.
of the Estate of Mahala
Diggs, deceased
V.
Elwin Morrison, et als-

VIRGINIA,

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Wm. M. Crumpler, Administrator
of the estate of Mahala Diggs,
deceased, ...Complainant

VS) In Chancery.

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Jan. 18	By cash received from E. E. Holloway pursuant to adjustment of his account with the Court and with the administrator	73.60
Mar. 3	By cash, interest earned at Bank to date	11.96
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"	"	To cash reserved for 1927 tax on fund in Bank	3.66
"	"	To cash reserved pursuant to Section 5411 of Code, for obtaining from Clerk of Isle of Wight Circuit Court and for recording in Clerk's Office of City of Suffolk (where this fiduciary qualified) copy of this account	3.00
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COST OF SUIT

"	"	To cash paid William M. Crumpler, reimbursement for indemnity deposit with R. A. Edwards, Clerk, per voucher	7.50
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Refort

Wm. M. Cumpler, Admr.
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V.
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VIRGINIA,

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Report

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William M. Crumpler

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of the Estates of Mahala
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V.
Edwin Morrison, et als

5 Mar 1927

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

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