1930-003 Chancery Cause: Walter Guy Betts VS Cora Lee Betts et al
Petition of Mary E. Betts
Petition of Grace Cofer Betts
Petition of Ruth C. Betts

Isle of Wight County

292

other surnames: Cofer Gwaltney Chapman, [D. W Chapman & Company], Rogers, Bell, Nurney, Holt

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Betts

vs) Chancery No. 292.

Betts et als.

Copy of bond of Special Commissioner.

Filed February 8th. 1919.

Teste, _____ Clerk.

No.

Know all Men by These Presents: That we George F. Whitley

principal ,

and American Surety Company of New York

surety ,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of thirty five thousand dollars to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

IN TESTIMONY WHEREOF, the said George F. Whitley principal ,
has hereto set his hand and seal
and the said American Surety Company of New York suret ,
by A. S. Barrett (countersigned by A. S. Johnson) , its duly authorized agent and attorney in fact, has caused its corporate name and seal to be hereunto affixed, the said seal to be attested by the signature of the said A. S. Barrett , its said agent and attorney in fact, this, the 8th. day of February A. D. 19 19.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound George F. Whitley, who has been appointed Special Commissioner in the chancery suit of Betts vs. Betts et als, Docket Number 292, pending in the Circuit Court of the County of Isle of Wight, Virginia, by decree entered therein on the 3rd. day of February, 1919,

Countersigned

shall faithfully discharge the duties of his office or trust as such Special Commissioner, , then the above obligation to be void, or else to remain in full force and virtue.

Geo. F. Whitley [SEAL]

American Surety Company of New York

(SEAL)

By A. S. Barrett

Its duly authorized agent and attorney in fact.

Attest: A. S. Barrett

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 8th. day of February, 19 19, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

A Copy, Teste, _____ Clerk.

A. S. Johnson Clerk.

No. 2406429

INCORPORATED 1873

CASH CAPITAL ONE MILLION DOLLARS

Boston Insurance Company

BOSTON, MASSACHUSETTS

STOCK COMPANY

Amount,$ 5000 Rate 64-1.27 & 1.73 Premium,$ 150.10

In Consideration of the Stipulations herein named and of

---- ONE HUNDRED & FIFTY -----10/100-------- **Dollars Premium**

Does Insure W.Guy Betts

for the term of THREE YEARS

from the 12th day of August 19 22 at noon

to the 12th day of August 19 25 at noon

against all direct loss or damage by fire, except as hereinafter provided,

To an amount not exceeding ----- FIVE THOUSAND ------ **Dollars.**

to the following described property while located and contained as described herein and not elsewhere, to wit:

W.Guy Betts,

$2000. Upon two story, frame, metal roof building and additions, including foundations, plumbing, steam, gas and water pipes and fixtures and all fixed heating and lighting apparatus, occupied by assured as dwelling,
$1000. On fframe, metal roof barn and stables,
$800. On frame, shingle roof building known as peanut house,
$500. On frame, shingle roof barn,
$200. On frame, shingle roof smoke-house, all of the above situate in rear of above described dwelling, and
$500. On frame, shingle roof barn with sheds attached situate in field.
All of the above described property being situate on assured's farm about 12 miles from Smithfield, in Isle of Wight County, Va.
$2000 Other insurance permitted on dwelling.
Brick on edge flue warranty attached.
Loss, if any, payable to C.S.Betts, trustee as his interest may appear

$.....total concurrent insurance permitted.

Three-Fourths Value Clause—It is understood and agreed to be a condition of this insurance, that in the event of loss or damage by fire to the property insured under this policy, this Company shall not be liable for an amount greater than three-fourths of the actual cash value of each item of property insured by this policy (not exceeding the amount insured on each such item), at the time immediately preceding such loss or damage; and in the event of additional insurance—if any is permitted hereon—then this Company shall be liable for its proportion only of three-fourths such cash value of each item insured at the time of the fire, not exceeding the amount insured on each such item.

Lightning Clause—This policy shall cover any direct loss or damage caused by Lightning (meaning thereby the commonly accepted use of the term Lightning, and in no case to include loss or damage by cyclone, tornado or windstorm), not exceeding the sum insured, nor the interest of the insured in the property, and subject in all other respects to the terms and conditions of this policy. Provided, however, if there shall be any other insurance on said property, this Company shall be liable only *pro rata* with such other insurance for any direct loss by Lightning, whether such other insurance be against direct loss by lightning or not.

Electric Light and Power Permit.—Privilege is hereby granted to use Electric Lights and Power in the premises mentioned herein when the electric equipment is in full compliance with the National Electrical Code. If dynamos, exciters, lamps, switches or motors are insured by this policy, this insurance excludes any loss or damage to them such as may be caused by electric currents, whether artificial or natural, and will be liable only for such loss or damage to them which may occur in consequence of fire in the building herein described, and originating outside of the machines themselves.

Attached to and made a part of Policy No. 2406429

Boston Insurance Company of Boston, Mass.

WOODWARD & ELAM
INSURANCE
SUFFOLK, - VA.

Woodward & Elam Agents

No. 200.

BRICK-ON-EDGE, TILE, CEMENT OR METAL FLUE WARRANTY.

In consideration of the reduced rate at which this policy is issued, it is warranted by the assured that the building and additions thereto described in this policy contains no brick-on-edge, tile, cement or metal flue; and it is further warranted that no such flue shall be erected during the term of this policy. If this warranty is violated in any particular, this policy shall be null and void.

Attached to and forming part of Policy No 2406419 of the Boston

Insurance Company, of Boston Mass

Woodward & Elam Agent.

Note—For use when flues are of brick laid flat. Without this warranty, rate to be advanced 25 cents per $100 per annum.

Note—Agents will sign and paste one on Policy, one on Daily Report, and one on Register.

This Policy is made and accepted subject to the foregoing stipulations and conditions, and to the following stipulations and conditions printed on back hereof, which are hereby specially referred to and made a part of this Policy, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive any provision or condition of this Policy except such as by the terms of this Policy may be the subject of agreement endorsed hereon or added hereto; and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the insured unless so written or attached.

PROVISIONS REQUIRED BY LAW TO BE STATED IN THIS POLICY.—This Policy is in a stock corporation.

In Witness Whereof, this Company has executed and attested these presents; but this Policy shall not be valid until countersigned by the duly authorized Agent of the Company at SMITHFIELD, VA.

Freeman Nickerson — SECRETARY. William R. Hedge — PRESIDENT.

Countersigned at SMITHFIELD, - VA.

this 8th *day of* Aug 192[illegible]

Woodward & Elam *Agent.*

All Available Text Successfully Captured

This company shall not hc liahle heyond the actual cash value of the property at the timc any loss or damage occurs, and the loss or damage shall hc ascertained or estimated according to such actual cash value, with proper deduction for dcpreciation however caused, and shall in no event exceed what it would then cost the insured to rcpair or replace the same with material of like kind and quality; said ascertainment or estimate shall he made hy the insured and this company, or, if they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined, the sum for which this company is liahle pursuant to this policy shall he payable sixty days aftcr due notice, ascertainment, estimate, and satisfactory proof of the loss have heen received hy this company in accordance with the terms of this policy. It shall he optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value, and also to repair, rehuild, or replace the property lost or damaged with other of like kind and quality within a reasonahle time on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; hut there can he no ahandonment to this company of the property described.

This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material fact or circumstance concerning this insurance or the suhject thereof; or if the interest of the insured in the property be not truly stated herein; or in case of any fraud or false swearing hy the insured touching any matter relating to this insurance or the subject thereof, whcther heforc or after a loss.

This entire policy, unless otherwise provided hy agreement indorsed hereon or added hereto, shall he void if the insured now has or shall hereafter makc or procure any other contract of insurance, whether valid or not, on property covered in whole or in part by this policy; or if the subject of insurance be a manufacturing establishment and it be operated in whole or in part at night later than ten o'clock, or if it cease to be operated for more than ten consecutive days; or if the hazard be increascd by any means within the control or knowledge of the insured; or if mechanics he employed in building, altering or repairing the within described premises for more than fifteen days at any one time; or if the interest of the insured be other than unconditional and sole ownership; or if the subject of insurance be a building on ground not owned by the insured in fee-simple, or if thc suhject of insurance be personal property and be or become incumbered by a chattel mortgage; or if, with thc knowledge of the insured, foreclosure proceedings he commenced or notice given of sale of any property covered by this policy by virtue of any mortgage or trust deed; or if any change, other than hy the death of an insured, take place in the interest, title, or possession of the subject of insurance (except change of occupants without increase of hazard) whether hy legal process or judgment or hy voluntary act of the insured, or otherwise; or if this policy he assigned before a loss; or if illuminating gas or vapor be generated in the described huilding (or adjacent thereto) for use therein; or if (any usage or custom of trade or manufacture to the contrary notwithstanding) there be kept, used, or allowed on the above described premises, henzine, benzole, dynamite, ether, fireworks, gasolene, greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine or other explosives, phosphorus, or petroleum or any of its products of greater inflammability than kerosene oil of the United States standard, (which last may he used for lights and kept for sale according to law but in quantities not exceeding five barrels, provided it he drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for ten days.

This company shall not he liable for loss caused directly or indirectly hy invasion, insurrection, riot, civil war or commotion, or military or usurped power, or by order of any civil authority; or hy theft; or by neglect of the insured to use all reasonahle means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring premises; or (unless fire ensues, and, in that event, for the damage hy fire only) hy explosion of any kind, or lightning; but liability for direct damage by lightning may he assumed hy specific agreement hereon.

If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its contents shall immediately ceasc.

This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of deht, money, notes, or securities; nor, unless liahility is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements, jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture, tools, or property held on storage or for repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise; nor for any greater proportion of the value of plate glass, frescoes, and decorations than that which this policy shall hear to the whole insurance on the huilding described.

If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract and a warranty hy the insured.

In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this company.

This policy may by a rencwal be continued under the original stipulations, in consideration of premium for the renewed term, provided that any increase of hazard must hc made known to this company at the time of renewal or this policy shall he void.

This policy shall he cancelled at any time at the request of the insured; or by the company by giving five days notice of such cancellation. If this policy shall he cancelled as hereinhefore provided, or become void or cease, the premium having heen actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the customary short rate; except that when this policy is cancelled by this company hy giving notice it shall retain only the *pro rata* premium.

If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or corporation having an interest in the suhject of insurance other than the interest of the insured as described herein, the conditions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such interest as shall be written upon, attached, or appended hereto.

If property covered hy this policy is so endangered by fire as to require removal to a place of safety, and is so removed, that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, shall, for the ensuing five days only, cover the property so removed in the new location; if removed to more than one location, such excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears to the value in all such new locations; hut this company shall not, in any case of removal, whether to one or more locations, be liable heyond the proportion that the amount hereby insured shall hear to the total insurance on the whole property at the time of firc, whether the same cover in new location or not.

If fire occur the insured shall give immediate notice of any loss therehy in writing to this company, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the hest possible order, make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and, within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this company, signed and sworn to by said insured, stating the knowledge and helief of the insured as to the time and origin of the fire; the interest of the insured and of all others in the property; the cash value of each item thereof and the amount of loss thereon; all incumhrances thereon; all other insurance, whether valid or not, covering any of said property; and a copy of all the descriptions and schedules in all policies; any changes in the title, use, occupation, location, possession, or exposures of said property since the issuing of this policy; by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of fire; and shall furnish, if required, verified plans and specifications of any building, fixtures, or machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not interested in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary public shall certify.

The insured, as often as required, shall exhihit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named hy this company, and subscrihe the same; and, as often as required, shall produce for examination all books of accounts, bills, invoices, and other vouchers, or certified copies thereof if originals he lost, at such reasonable place as may be designated by this company or its representative, and shall permit extracts and copies thereof to he made.

In the event of disagreement as to the amount of loss the same shall, as above provided, be ascertained hy two competent and disinterested appraiscrs, the insured and this company each selecting one, and the two so chosen shall first sclect a competent and disinterestcd umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and damage, and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the expenses of the appraisal and umpire.

This company shall not he held to have waived any provision or condition of this policy or any forfeiture thereof hy any requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for; and the loss shall not become payable until sixty days after the notice, ascertainment, estimate, and satisfactory proof of the loss herein required have been received by this company, including an award hy appraisers when appraisal has heen required.

This company shall not he liable under this policy for a greater proportion of any loss on the described property, or for loss by and expcnsc of removal from premises endangered hy fire, than the amount herehy insured shall bear to the whole insurance, whether valid, or not, or hy solvent or insolvent insurers, covering such property, and the extent of the application of the insurancc under this policy or of the contribution to be made by this company in case of loss, may he provided for by agreement or condition written hercon or attached or appended hereto. Liability for re-insurance shall be as specifically agreed hereon.

If this company shall claim that the fire was caused hy the act or neglect of any person or corporation, private or municipal, this company shall, on payment of the loss, he subrogated to the extent of such payment to all right of recovery hy the insured for the loss resulting therefrom, and such right shall he assigned to this company hy the insured on receiving such payment.

No suit or action on this policy, for the recovcry of any claim, shall he sustainable in any court of law or equity until after full compliance hy the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire.

Wherever in this policy the word "insured" occurs, it shall he held to include the legal representative of the insured, and wherever thc word "loss" occurs, it shall be deemed the equivalent of "loss or damage."

If this policy he madc hy a mutual or other company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may be written or printed upon, attached, or appended hereto.

Assignment of Interest by Insured.

All Available Text Successfully Captured

The interest of.....*as owner of property*

covered by this Policy is hereby assigned to.....

subject to the consent of the **Boston Insurance Company,** *of Boston, Massachusetts.*

.....
(Signature of the insured)

Dated.....

NOTE.—To secure Mortgagees, if desired, the Policy should be made payable on its face to such Mortgagee, as follows: Loss, if any, payable to ***John Doe,*** Mortgagee.

Consent by Company to Assignment of Interest.

The **Boston Insurance Company,** *of Boston, Massachusetts, hereby consents that the interest*

of.....*as owner of the property*

covered by this Policy be assigned to.....

.....
(Signature for Company)

Dated.....

Form for Removal.

Permission is hereby granted to remove the property insured in this Policy to the.....

.....*situate*.....

.....

.....

and this Policy is hereby made to cover the same property in new locality, all liability in former locality to cease from this date.

Rate increased to.....% *Additional Premium* $.....

Rate reduced to.....% *Return Premium* $.....

.....*Agent.*

Dated.....*192*

SHEET.....BLOCK.....No. .....

Standard Fire Insurance Policy of the States of New Jersey, Connecticut and Rhode Island

Expires Aug 12th 1925

Property Dwg. Barns etc

Amount, - - - $ 5000.00

Premium, - - - $ 150.00

W Guy Betts

No. 2406423

Boston Insurance Company

BOSTON, MASSACHUSETTS

CASH CAPITAL, $1,000,000

WOODWARD & ELAM,
INSURANCE
OF ALL KINDS.
SUFFOLK, VA.

SMITHFIELD, - VA.

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

☞ If this Policy is cancelled the following receipt is to be filled up and signed by the Insured.

.....192

In Consideration of.....*Dollars*,

Return Premium, the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to the

Boston Insurance Company, *of Boston, Massachusetts.*

.....Assured.

On and after Aug 12th 1919 the assured under this policy is
W.Guy Betts.
Loss if any under this policy shall be held payable to C.S.Betts,
trustee as his interest may appear.
$4000 Total concurrent insurance permitted.
Attached to and made a part of policy No.147242 Georgia Home
Insurance Co. of Columbus, Ga.
Smithfield, Va. Aug 12th 1919

Woodward & Elam
Agents.

INCORPORATED 1873

No. 1823456

CASH CAPITAL ONE MILLION DOLLARS

Boston Insurance Company

BOSTON, MASSACHUSETTS.

STOCK COMPANY

Amount,$ 5000 Rate 7o, $1.40 & 1.90 Premium,$ 165.00

In Consideration *of the Stipulations herein named and of*

One Hundred and Sixty Five ------No/100------- **Dollars Premium**

Does Insure W.Guy Betts,

for the term of three years

from the 12th *day of* August 191 9 *at noon*

to the 12th *day of* August 191 22 *at noon*

against all direct loss or damage by fire except as hereinafter provided,

To an amount not exceeding --- FIVE THOUSAND --------- **Dollars,**

to the following described property while located and contained as described herein and not elsewhere, to wit:

W.Guy Betts,

$2000.Upon two story,frame,metal roof building and additions,including foundations,plumbing,steam,gas and water pipes and fixtures and all fixed heating and lighting apparatus,occupied by assured as family dwelling,

$1000.On frame,metal roof barn and stables,

~~$~~x

$ 800.On frame shingle roof building known as peanut house,

$ 500. On frame shingle roof barn,

$ 200. On frame shingle roof smoke-house, all of the above situate in rear of above described dwelling, and

$ 500.On frame shingle roof barn with sheds attached situate in field.

All of the above described property being situate on assured's farm about 12 miles from Smithfield, in Isle of Wight County, Va.

$2000 Other insurance permitted on dwelling.

Loss, if any, payable to C.S.Betts, trustee as his interest may appear.

Brick on edge flue warranty attached.

$_____total concurrent insurance permitted.

THREE-FOURTHS VALUE CLAUSE.—It is understood and agreed to be a condition of this insurance, that, in the event of loss or damage by fire to the property insured under this policy, this Company shall not be liable for an amount greater than three-fourths of the actual cash value of each item of property insured by this policy (not exceeding the amount insured on each such item), at the time immediately preceding such loss or damage; and in the event of additional insurance—if any is permitted hereon—then this Company shall be liable for its proportion only of three-fourths such cash value of each item insured at the time of the fire, not exceeding the amount insured on each such item.

LIGHTNING CLAUSE.—This policy shall cover any direct loss or damage caused by lightning (meaning thereby the commonly accepted use of the term Lightning, and in no case to include loss or damage by cyclone, tornado, or wind-storm), not exceeding the sum insured, nor the interest of the insured in the property and subject in all other respects to the terms and conditions of this policy. Provided, however, if there shall be any other insurance on said property this Company shall be liable only *pro rata* with such other insurance for any direct loss by Lightning, whether such other insurance be against direct loss by Lightning or not.

ELECTRIC LIGHT AND POWER PERMIT.—Privilege is hereby granted to use Electric Lights and Power in the premises mentioned herein when the electric equipment is in full compliance with the National Electrical Code. If dynamoes, exciters, lamps, switches or motors are insured by this policy, this insurance excludes any loss or damage to them such as may be caused by electric currents, whether artificial or natural, and will be liable only for such loss or damage to them, which may occur in consequence of fire in the building herein described, and originating outside of the machines themselves.

Attached to and made a part of Policy No. 1823456

Boston Insurance Company of Boston, Mass

Woodward & Elam Agent.

WOODWARD & ELAM
INSURANCE
Suffolk, Va.

No. 200.

BRICK-ON-EDGE, TILE, CEMENT OR METAL FLUE WARRANTY.

In consideration of the reduced rate at which this policy is issued, it is warranted by the assured that the building and additions thereto described in this policy contains no brick-on-edge, tile, cement or metal flue; and it is further warranted that no such flue shall be erected during the term of this policy. If this warranty is violated in any particular, this policy shall be null and void.

Attached to and forming part of Policy No. 182345 of the Boston

Insurance Company, of Boston Mass

Woodward & Elam Agent.

Note—For use when flues are of brick laid flat. Without this warranty, rate to be advanced 25 cents per $100 per annum.

Note—Agents will sign and paste one on Policy, one on Daily Report, and one on Register.

This company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or, if they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined, the sum for which this company is liable pursuant to this policy shall be payable sixty days after due notice, ascertainment, estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy. It shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value, and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be no abandonment to this company of the property described.

This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material fact or circumstance concerning this insurance or the subject thereof; or if the interest of the insured in the property be not truly stated herein; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

This entire policy, unless otherwise provided by agreement indorsed hereon or added hereto, shall be void if the insured now has or shall hereafter make or procure any other contract of insurance, whether valid or not, on property covered in whole or in part by this policy; or if the subject of insurance be a manufacturing establishment and it be operated in whole or in part at night later than ten o'clock, or if it cease to be operated for more than ten consecutive days; or if the hazard be increased by any means within the control or knowledge of the insured; or if mechanics be employed in building, altering or repairing the within described premises for more than fifteen days at any one time; or if the interest of the insured be other than unconditional and sole ownership; or if the subject of insurance be a building on ground not owned by the insured in fee-simple, or if the subject of insurance be personal property and be or become incumbered by a chattel mortgage; or if, with the knowledge of the insured, foreclosure proceedings be commenced or notice given of sale of any property covered by this policy by virtue of any mortgage or trust deed; or if any change, other than by the death of an insured, take place in the interest, title, or possession of the subject of insurance (except change of occupants without increase of hazard) whether by legal process or judgment or by voluntary act of the insured, or otherwise; or if this policy be assigned before a loss; or if illuminating gas or vapor be generated in the described building (or adjacent thereto) for use therein; or if (any usage or custom of trade or manufacture to the contrary notwithstanding) there be kept, used, or allowed on the above described premises, benzine, benzole, dynamite, ether, fireworks, gasolene, greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine or other explosives, phosphorus, or petroleum or any of its products of greater inflammability than kerosene oil of the United States standard, (which last may be used for lights and kept for sale according to law but in quantities not exceeding five barrels, provided it be drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for ten days.

This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commotion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all reasonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but liability for direct damage by lightning may be assumed by specific agreement hereon.

If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its contents shall immediately cease.

This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of debt, money, notes, or securities; nor, unless liability is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements, jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture tools, or property held on storage or for repairs: nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise; nor for any greater proportion of the value of plate glass, frescoes, and decorations than that which this policy shall bear to the whole insurance on the building described.

If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract and a warranty by the insured.

In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this company.

This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed term, provided that any increase of hazard must be made known to this company at the time of renewal or this policy shall be void.

This policy shall be cancelled at any time at the request of the insured; or by the company by giving five days notice of such cancellation. If this policy shall be cancelled as hereinbefore provided, or become void or cease, the premium having been actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the customary short rate; except that when this policy is cancelled by this company by giving notice it shall retain only the *pro rata* premium.

If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the conditions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such interest as shall be written upon, attached, or appended hereto.

If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed, that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, shall, for the ensuing five days only, cover the property so removed in the new location; if removed to more than one location, such excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears to the value in all such new locations; but this company shall not, in any case of removal, whether to one or more locations, be liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the time of fire, whether the same cover in new location or not.

If fire occur the insured shall give immediate notice of any loss thereby in writing to this company, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and, within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this company, signed and sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire; the interest of the insured and of all others in the property; the cash value of each item thereof and the amount of loss thereon; all incumbrances thereon; all other insurance, whether valid or not, covering any of said property; and a copy of all the descriptions and schedules in all policies; any changes in the title, use, occupation, location, possession, or exposures of said property since the issuing of this policy; by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of fire; and shall furnish, if required, verified plans and specifications of any building, fixtures, or machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not interested in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary public shall certify.

The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies thereof if originals be lost, at such reasonable place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made.

In the event of disagreement as to the amount of loss the same shall, as above provided, be ascertained by two competent and disinterested appraisers, the insured and this company each selecting one, and the two so chosen shall first select a competent and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and damage, and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the expenses of the appraisal and umpire.

This company shall not be held to have waived any provision or condition of this policy or any forfeiture thereof by any requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for; and the loss shall not become payable until sixty days after the notice, ascertainment, estimate, and satisfactory proof of the loss herein required have been received by this company, including an award by appraisers when appraisal has been required.

This company shall not be liable under this policy for a greater proportion of any loss on the described property, or for loss by and expense of removal from premises endangered by fire, than the amount hereby insured shall bear to the whole insurance, whether valid or not, or by solvent or insolvent insurers, covering such property, and the extent of the application of the insurance under this policy or of the contribution to be made by this company in case of loss, may be provided for by agreement or condition written hereon or attached or appended hereto. Liability for re-insurance shall be as specifically agreed hereon.

If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or municipal, this company shall, on payment of the loss, be subrogated to the extent of such payment to all right of recovery by the insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such payment.

No suit or action on this policy, for the recovery of any claim, shall be sustainable in any court of law or equity until after full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire.

Wherever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage."

If this policy be made by a mutual or other company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may be written or printed upon, attached, or appended hereto.

This Policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive any provision or condition of this Policy except such as by the terms of this Policy may be the subject of agreement endorsed hereon or added hereto; and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the insured unless so written or attached.

PROVISIONS REQUIRED BY LAW TO BE STATED IN THIS POLICY.—This Policy is in a stock corporation.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid until countersigned by the duly authorized Agent of the Company at SMITHFIELD, VA.

Freeman Nickerson — SECRETARY

William R. Hedge — PRESIDENT.

Countersigned at SMITHFIELD, - VA.

this 12th *day of* August *1919*

Woodward & Elam — AGENT.

☞ If this Policy is cancelled the following receipt is to be filled up and signed by the insured.

.....191

In Consideration *of*.....*Dollars,*

Return Premium, the Receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to the Boston Insurance Company *of Boston, Mass*

.....Assured.

Standard Fire Insurance Policy of the States of New York New Jersey, Connecticut and Rhode Island.

Expires Aug 12th 1922

Property Dwg and barns

Amount, - - - $ 5000

Premium, - - - $ 165.00

W. Guy Betts

No. 1823456

Boston Insurance Company

BOSTON, MASS.

CASH CAPITAL, $1,000,000

WOODWARD & ELAM, INSURANCE SUFFOLK, OF ALL KINDS. VA.

SMITHFIELD, - VA.

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

(105317)

Assignment of Interest by Insured.

The interest of.....*as owner of property covered by this Policy is hereby assigned to*.....

subject to the consent of the Boston Insurance Company *of Boston, Mass.*

.....

[Signature of the Insured.]

Dated.....

NOTE. — To secure Mortgagees, if desired, the Policy should be made payable on its face to such Mortgagee, as follows: Loss, if any, payable to ***John Doe,*** Mortgagee.

Consent by Company to Assignment of Interest.

The Boston Insurance Company *of Boston, Mass. hereby consents that the interest of*.....*as owner of the property covered by this Policy be assigned to*.....

.....

[Signature for Company.]

Dated.....

Virginia; Clerk's Office of the Circuit Court of the County of Isle of Wight February 8th. 1919.

I, A. S. Johnson, Clerk of the Circuit Court for the County of Isle of Wight, in the State of Virginia, do hereby certify that George F. Whitley, who was appointed Special Commissioner in the chancery suit of Betts vs. Betts et als., Docket No. 292, by decree entered therein on the 3rd. day of February, 1919, has executed the bond, required therein, according to law.

Teste, A. S. Johnson Clerk.

4½

Betts
vs } Cy. No 292
Betts et ux

Copy of ord. of
grade of Spl Comr

Filed July 8-1919

VIRGINIA:

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

Betts et als	)	
	)	
vs.	)	DECREE
	)	
Betts et als	)	

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

And it appearing from said report that the said Special Commissioner has paid to Ruth C. Betts the sum of four thousand, six hundred fifty dollars and sixty-seven cents ($4,650.67), the amount of her distributive share in the proceeds from the sale of the property made in these proceedings, the receipt of the said Ruth C. Betts for said amount being filed with said report; that all of the infant defendants in the said suit have been paid their distributive shares in said proceedings; and that the said Special Commissioner has no further funds in hand, on consideration whereof, the Court doth confirm the said report.

And there appearing nothing further to be done in this suit, it is ordered that the same be stricken from the docket.

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

Betts et als

vs. # 292

Betts et als

1920
Aug 18.
Entered

DECREE

8-559

VIRGINIA,

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

- - - - - - - -

Betts et als)
)
vs.)
)
Betts et als)

- - - - - - - -

This cause came on this day to be again heard on the papers formerly read, and on the report of Geo. F. Whitley, Special Commissioner, this day by leave of Court filed, and upon the petition of Ruth C. Betts praying that her distributive share of the proceeds derived from the sale of the land in the bill and proceedings mentioned be paid to her, to which report there are no exceptions and was argued by counsel:

And it appearing from said report and petition, that the said Ruth C. Betts became twenty-one years of age on the 30th day of May, 1930; that the said Ruth C. Betts desires her distributive share in the proceeds derived from the sale of the property herein be paid to her; and, that the amount of said distributive share is four thousand, six hundred fifty dollars and sixty-seven cents ($4,650.67), on consideration whereof, the Court doth confirm the said report, and doth adjudge, order and decree that the said Special Commissioner pay to the said Ruth C. Betts her distributive share in the proceeds of the sale of the property sold in these proceedings.

And the said Special Commissioner is ordered to report to Court his proceedings hereunder. And this cause is continued.

22

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

Betts et als

vs.

Betts et als

1930.
July 7.
Entered this
B.N.V.

DECREE

8-554

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

- - - - -

W. Guy Betts,

v.

Cora Lee Betts et als.

- -

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

It appearing from said report, together with receipt of Grace Cofer Betts filed herewith, that the said Special Commissioner has paid to the said Grace Cofer Betts the sum of Four Thousand Six Hundred and fifty dollars and sixty seven cents ($4650.67); on consideration whereof the Court doth confirm the said report.

And it is ordered that the said Special Commissioner's bond be reduced to Five Thousand Dollars ($5,000.00).

And this cause is continued.

19

Beltz
vs
Beltz et als

Decree

1927
Jan 24th
Entered
D.W.

Book 8
page 362

VIRGINIA,

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

- - - - - - - - -

W. Guy Betts

v.

Cora Lee Betts, et als.

- - - - - - - - - -

This cause came on this day to be again heard on the papers formerly read and on the report of George F. Whitley, Special Commissioner, this day by leave of Court filed, to which report there are no exceptions, and upon the petition of Grace Cofer Betts praying that the portion of the proceeds of the sale belonging to her be paid to her, and was argued by Counsel.

And it appearing from said report that the distributive share of the said Grace Cofer Betts in the proceeds derived from the sale of the land in the bill and proceedings mentioned is Four Thousand Six Hundred Fifty Dollars and sixty seven cents ($4650.67); that the said infant defendant became twenty one years of age on the 26th day of May, 1926; and it appearing from the petition of the said Grace Cofer Betts that the statements made in the said Special Commissioner's report are true, and that the said petitioner desires that the amount of her distributive share be paid to her, on consideration whereof the Court doth confirm the said report and doth adjudge, order and decree that the said Special Commissioner do pay to Grace Cofer Betts the said sum of Four Thousand Six Hundred Fifty Dollars and sixty seven cents ($4650.67), the same being the amount of her distributive share in the proceeds derived from the sale of the property in these proceedings, taking from her a receipt therefor.

And the said Special Commissioner is directed to report to Court his proceedings hereunder.

And this cause is continued.

17

Betts
vs
Betts et als.

Decree.

1927.
Jan 5.
Entered this
B.D.W.

Book 8
page 359

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

W. Guy Betts,

v.

Cora Lee Betts et als.

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

It appearing from said report, together with receipt of Myrtle Betts Holt filed therewith, that the said Special Commissioner has paid to the said Myrtle Betts Holt the sum of Four Thousand Six Hundred and fifty dollars and sixty seven cents ($4650.67); on consideration whereof the Court doth confirm the said report:

And it is ordered that the said Special Commissioner's bond be reduced to Ten Thousand dollars ($10,000.00).

And this cause is continued.

15

W. Guy Betts

vs.

Cora Lee Betts et als

D E C R E E.

1926
May 27.
Entered this
B.G.W.

D.B#8
page 203
E&V

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

W. Guy Betts,

VS.

Cora Lee Betts, et als.

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

And it appearing from said report that Myrtle Betts one of the infant defendants in this cause was married to Oscar Lee Holt on the 14th day of September 1923; that the distributive share of the said Myrtle Betts Holt in the proceeds derived from the sale of the land in the bill and proceedings mentioned is $4,650.67; that the said infant defendant became twenty-one years of age on the 13th day of September 1923; and it appearing from the petition of the said Myrtle Betts Holt that the statements made in the said Special Commissioner's report are true, and that the said petitioner desires that the amount of her distributive share be paid to her, on consideration whereof the court doth confirm the said report and doth adjudge, order and decree; that henceforth the said Myrtle Betts shall be proceeded against in this cause under the name of Myrtle Betts Holt, and the court doth further adjudge, order and decree that the said Special Commissioner do pay to Myrtle Betts Holt the said sum of $4,650.67, the same being the amount of her distributive share in the proceeds derived from the sale of the property in these proceedings, taking from her a receipt therefor.

And the said Special Commissioner is directed to report to Court his proceedings hereunder.

13

W. Guy Betts,

Vs.

Cora Lee Betts, et als.

DECREE

1922
Mar. 3
Betts Lee
Bond.

Book 8
Page 184

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

Walter G. Betts, Plaintiff

Vs.

Cora Lee Betts, et als Defendants

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

And it appearing from said report that the said Special Commissioner has paid to Cora Lee Betts, guardian for Gracie, Ruth, Myrtle, and Eleanor Betts, all interest due on the bond of Walter G. Betts to January 1st, 1923, and that he has paid to Mary E. Betts, who became 21 years of age on the 31st day of January 1920, the sum of $4,650.67, it being her pro-rata share of the proceeds derived from the sale of the land in the bill and proceedings mentioned, on consideration whereof the court doth confirm the said report, and doth adjudge, order and decree that the bond of the said Special Commissioner be reduced to $15,000.00.

And this cause is continued.

12

Walter G. Betts,

Vs.

Cora Lee Betts, et als,

DECREE.

1923
Sept. 17.
Entered this.
B.D.W.

C.O.B 8

Page 160

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

VIRGINIA.

Walter G. Betts)
)
vs) VqV)
)
Cora Lee Betts, et als.)

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

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

And it appearing from said report, that the said Special Commissioner has payed to Walter G. Betts the sum of $4650.67, and has loaned to the said Walter G. Betts the sum of $18602.68, it being the amount due Mary E. Betts, Myrtle J. Betts, Gracie C. Betts, and Ruth O. Betts, from the proceeds derived from the sale of the property in the bill and proceedings mentioned, taking from the said Walter G. Betts his bond for said amount dated on the 17th day of July, 1919, payable one year after date, with interest from date, to the said Special Commissioner, and being secured by a deed of trust on the entire property in the bill and proceedings mentioned, on consideration whereof the Court doth confirm the said report and doth ajudge, order and decree that the said Special Commissioner collect the interest upon the said amount loaned, when the same shall become due and payable and after the payment of such taxes as may become due and payable, the premium on the bond of the said Special Commissioner, and all court costs hereafter accruing, to pay the balance of said interest money to Cora Lee Betts, Guardian for Mary E. Betts, Myrtle J. Betts, Gracie C. Betts, and Ruth O. Betts.

The Court doth further ajudge, order and decree that the amount of the said Special Commissioner's bond be reduced to $20,000.00.

And the said Special Commissioner is ordered to report to the Court his transactions under this decree.

And this cause is continued.

10

Walter G. Betts.

vs) Cy. No. 292

Cora Lee Betts. et als.

DECREE

1919.
Dec. 1.
Enter this.
P. D. C.

6. OB 7, page 522

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

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

Walter G. Betts,)
vs) 792)
Cora Lee Betts, et als.)

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

And,it appearing from said report, that the said Special Commissioner, has collected from Walter G. Betts, the sum of Thirty.One Thousand ($31000.00)Dollars, and has executed a deed conveying the property in the bill and proceedings to the said Walter G. Betts; that he has paid the cost in this suit/and Attorney's fee as follows:

A. S. Johnson, Clerk's Fees	$ 14.50
A. S. Johnson, Commissioner in Chancery	30.00
Taxed Attorneys fee	15.00
C. H. Nurny, witness fee	2.50
J. F. Bell, " "	2.50
J. W. Rodgers, " "	2.50
A. S. Barrett, Agent, Premium on bond	105.00
Geo. F. Whitley, drawing deed	10.00
Revinue Stamps for deed	31.00
Geo. F. Whitley, Attorney's fee	465.00
Notary fee for taking acknowledgement	.50

that he has paid to Cora Lee Betts, the sum of/$7078.15, it being the amount of her commuted dower interest; that he has taken her receipt therefor; that there is now a balance of $23253.35, of the purchase money to be divided among Walter G. Betts, Mary E. Betts, Myrtle J. Betts, Gracie C. Betts,

and Ruth O. Betts, the last named four being under the age of 21 years; that the said Walter G. Betts, desires to borrow the total amount due the said infants, ~~the said amount being~~ but the sum of ~~of even date herewith~~ $18602.68, executing his bond therefor and securing the same by a deed of trust covering the entire property in the bill and proceedings mentioned; On consideration whereof the court doth confirm the said report, and doth adjudge, order and decree that the said Special Commissioner pay to the said Walter G. Betts, the sum of $4650.67, it being his share of the proceeds derived from the sale of the property in the bill and proceedings mentioned. And the Court doth further order that the said Special Commissioner, forthwith lend to the said Walter G. Betts, the said sum of $18602.68, taking from the said Walter G. Betts, his bond for the said amount, said bond to bear interest from date at the rate of six per cent per annum, and to be secured by a deed of trust on the entire property in the bill and and proceedings, and the improvements on the said property to be insured for three fourths of their value in some good and solvent insurance company, and the said insurance policy to be assigned to the trustee in said deed of trust as further security for the payment of the said sum: ~~The payable in one year and the~~ ~~of twenty years~~ payable semi-annually, Said bond to be payable to Geo. E. Whitley, Special in this cause, ~~and~~ or to his successor,

And the said Special Commissioner is ordered to make report to Court of all his transactions hereunder.

And this cause is continued.

8.

Walter E Bell

vs.} Decree confirming Report of Special Commissioner

Cora Lee Bell et al.

1919
July 17.
Enter this.
P.D.W.

COB 7 page 571

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

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

Walter G. Betts,)
)
vs))
)
Cora Lee Betts, et als.)

This cause came on this day to be again heard on the papers formerly read and on a report of A. S. Johnson, Commissioner in Chancery , filed on the 18th day of January, 1919, to which report there are no exceptions and was argued by counsel.

And it appearing from said Report, together with the depositions of witnesses therewith filed, that J. W. E. Betts died, seized and possessed of two farms, one farm being known as the Johnson-Cofer farm and described as follows; bounded on the North by the lands of John F. Bell and Nannie J . Cofer, on the East by the lands of J. J. Holleman , on the South by the lands of J. J. Holleman and John A. Ramsey and on the West by the lands of John A. Ramsey and Blackwater River, containing 419 acres, and being the same land conveyed to the said J.W.E.Betts by J. Cofer et als, by their deed dated on the 16th day of April, 1912, and recorded in the Clerk's Office of this Court in D. B. Deed Book Number 79, page 530; and one farm known as W. D. Gwaltney farm, containing 118 1/6 acres and adjoining the lands of John F. Ramsey, Helen Webb and others, and the County Road leading ~~from what is known as~~ McClellands, to Fernsville, and being the same land conveyed to the said J. W. E. Betts by W. D. Gwaltney and wife by their deed, dated on the 27th day of August, 1910, and of record in the said Clerk's Office ~~for the County of Isle of Wight~~ in Deed Book No 77, page 618; that the fee-simple value of the Johnson-Cofer farm is twenty-five thousand dollars, and the annual value thereof from one thousand to fifteen hundred dollars; and that the fee simple value of the Gwaltney farm is six thousand dollars and the annual value thereof is from three hundred to three hundred-fifty dollars; that the said land cannot be conviemtly divided among the parties

entitled thereto; that Walter G. Betts, the Complainant herein, is willing to purchase the entire property at the fee simple values as above named and pay the others for their shares therein; that all of the proper and necessary parties are properly before the court; that ~~all~~ the interest of each of the parties to this cause, ~~with their ages and dates~~ as of their last birthdays are as follows:

Cora Lee Betts, widow of J.W.E.Betts, forty-three years of age November 14th, 1918:

Walter G. Betts, son of said J.W.E.Betts, ~~who is~~ twenty-three years of age in April, 1918:

Mary E. Betts, daughter of said J. W. E. Betts, nineteen years of age January 31st, 1918:

Myrtle J. Betts, daughter of said J.W.E.Betts, sixteen years of age September 13th, 1918:

Gracie C. Betts, daughter of said J.W.E. Betts, thirteen years of age, May 26th, 1918:

Ruth O. Betts, daughter of said J.W.E. Betts, nine years of age May 30th, 1918.

En consideration whereof the Court doth confirm the said report. And it appearing to the Court from the answer of Cora Lee Betts, heretofore filed, that she does not desire her dower set aside, but that the same may be commuted ~~and it is ascertainable the same be commuted at its cash value~~ and paid to her in cash; the Court doth adjudge, order and decree that George F. Whitley, who is hereby appointed Special Commissioner, for the purpose, ~~to~~ execute to Walter G. Betts a good and sufficient deed, with Special Warranty, conveying the said property to him, the said Walter G. Betts and to deliver to him the said deed upon receipt of the sum of thirty-one thousand dollars ($31,000.00). And the Court doth further adjudge, order and decree that the said George F. Whitley, Special Commissioner as aforesaid, ~~to pay the cost in this suit~~. shall pay to said Cora Lee Betts, out of the amount collected by him for said land, her ~~commuted~~ dower interest in cash, as provided by law, and take and file her receipt therefor with the papers in this cause and pay the costs of this suit.

~~But~~ the said Special Commissioner shall do no act under this decree until he shall have entered before the clerk of this court into a bond with ~~sufficient surity~~ surety thereon, ~~in the~~ by said Clerk's ~~Office of this Court~~, ~~and to be approved by the Clerk,~~ and payable ~~to the Commonwealth of Virginia~~, in a penalty of $ 5000.00 and conditioned and ~~conditioned~~ as the law directs, ~~upon~~ for the faithful discharge of his duty under this or any ~~other~~ subsequent decree ~~which may be~~ entered in this cause.

And this cause is continued.

6

Walter G. Betts,

I N
VS) CH NCERY No 292

Cora Lee Betts,

DECREE confirming report of Commissioner in Chancery.

1919
Feb. 7.
Enter this.
P.D.W.

Co. B. 7
page 489.

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

V I R G I N I A,

IN THE CIRCUIT CCURT FCR THE CCUNTY CF ISLE CF WIGHT.

WALTER G. BETTS, - - - - - - - - - - - - - - -PLAINTIFF.

VS) IN CHANCERY,

CCRA LEE BETTS, MARY E. BETTS,

MYRTLE J. BETTS, GRACIE C. BETTS,

RUTH C. BETTS, the last named
four being infants under the
age of 21 years, - - - - - - - - - - - - - - -DEFENDANTS.

:----------:----------:---------:----------:----------:

This day, came the complainant, Walter G. Betts, and by leave of Court filed his bill of complaint against Cora Lee Betts, Mary E. Betts, Myrtle J. Betts, Gracie C. Betts, and Ruth C. Betts, the last named four being infants under the age of 21 years. and upon motion of the said complainant, it is adjudged, ordered and decreed, that E. H. Williams a discreet and competent attorney at law, practicing in this Court be, and he is, hereby, appointed guardian ad litem for the infant defendants to defend their interests herein; and, on motion of the said guardian ad litem, he is hereby given leave to file his own answer, and the answers of the said infant defendants to the said bill of complaint, which are accordingly filed; to which said answers, the complainant replied generally; and, on motion of the defendants, Cora Lee Betts, she is hereby given leave to file her answer to the said bill of complaint, which is accordingly filed, to which said answer the complainant replied generally; and, on motion of said complainant, this cause is placed upon docket. Whereupon, this cause came on to be heard upon the bill of complaint, and upon the answer of the

guardian ad litem and the infant defendants by said guardian ad litem, and upon the answer of the said defendant, Cora Lee Betts, and upon the general replications to said answers.

On considerationwhereof, the Court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this Court, who will inquire into and report to Court, the following inquiries:

1- Whether the real estate in the bill and proceedings mentioned can be conveniently divided among the several parties entitled thereto;

2- If the same can not be conveniently divided, whether any party will take the entire property and pay therefor to the other parties such sum of money as their interest may entitle them to;

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

4- The annual and fee-simple values of the real estate in the bill and proceedings mentioned, and the respective interests of the parties entitled thereto, and how the same were acquired;

5- Whether ot not there are any liens on the said land for delinquent taxes or otherwise, and whether or not there are any liens on the interest of any party in the said land;

6- Whether all the proper and necessary parties are properly before the Court; ~~together with the proper date since defendants~~ The ages of the defendants, upon their last birth day, and date of same

8- A description of said land, and where located.

Which several inquiries the said Commissioner shall make and report to Court, together with any matter specially stated, deemed pertinent by himself, or required by any party in interest to be stated. ~~and together with the testimony taken by him.~~ And on motion of the complainant by Counsel, and by consent of the parties, by Counsel, It is ordered that this cause be made a vacation cause and that such process be extended herein in vacation as might be extended in term time.

And any testimony taken by said Commissioner shall be reduced to writing and, and returned with his report by

4

Walter G. Betts,

VS) In Chancery No 792

Cora Lee Betts, et als.

Decree of Referance,

1918
Dec. 12.
Enter this.
B.D.W.

C. o. B. 7-
page 486.

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

RECEIVED OF Geo. F. Whitley, Special Commissioner in the suit of Betts et als vs. Betts et als., the sum of four thousand, six hundred fifty dollars and sixty seven cents ($4,650.67), the same being my pro rata share derived from the sale of the property in the above suit.

Given under my hand this 12th day of July, 1930.

Ruth O. Betts

Beltz
vs
Beltz et ux.

Receipt
Ruth C. Beltz.

VIRGINIA:

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

Betts et als	)	
	)	
vs.	)	REPORT
	)	
Betts et als	)	

TO THE HON. JUDGE OF THE SAID COURT:

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

That pursuant to a decree entered in this cause on the 7th day of July, 1930, your Commissioner has paid to Ruth C. Betts, one of the infant defendants in this suit, the sum of four thousand, six hundred fifty dollars and sixty-seven cents ($4,650.67), the same being her distributive share in the proceeds from the sale of the property made in these proceedings, as will be shown by the receipt of the said Ruth C. Betts herewith filed.

Your Commissioner here states that he has now settled with all of the infant defendants in this suit, and that he has no further funds in hand, and that there is nothing further to be done in this suit.

Respectfully submitted,

Geo. F. Whitley.

Special Commissioner

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

Betts. et als

vs.

Betts et als

SPEC'L COMR'S REPORT

VIRGINIA,

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

Betts et als

vs.

Betts et als

TO THE HONORABLE JUDGE OF SAID COURT:

The undersigned Geo. F. Whitley, Special Commissioner, begs leave to make the following report:

That on the 30th day of May, 1930, Ruth C. Betts, one of the infant defendants in this suit, became twenty-one years of age; that the said infant defendant has filed her petition herein, praying that her distributive share in the proceeds derived from the sale of the land in the bill and proceedings mentioned be paid to her.

Your Commissioner here states that the amount of the said distributive share of the said Ruth C. Betts is four thousand, six hundred fifty dollars and sixty-seven cents ($4,650.67).

Your Commissioner respectfully requests that an order be entered directing him to pay to the said Ruth C. Betts the above amount.

Respectfully submitted,

Geo. F. Whitley,

Special Commissioner.

F/

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

Betts et als

vs

Betts et als

Special Commissioner's

Report

1930
July 7.
Filed

Received of George F. Whitley, Special Commissioner in the suit of Betts et als v. Betts, et als, the sum of $4650.67, settlement in full for my distributive share in the proceeds derived from the sale of the land mentioned in the bill and proceedings in said suit.

Given under my hand this 22nd day of January 1927

Grace C. Betts

Betts
vs.
Betts et als.

Receipt & Grace of Jas Betts

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

- - - - - - - - -

W. Guy Betts

v.

Cora Lee Betts et als.

- - - - - - - - - - - - - - - - -

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

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

That pursuant to a decree heretofore entered in this cause your Commissioner has paid to Grace Cofer Betts the sum of Four Thousand Six Hundred and fifty dollars and sixty seven cents ($4650.67), settlement in full for her distributive share in the proceeds derived from the sale of the land in the bill and proceedings mentioned, as will be shown by her receipt filed herewith.

Your Commissioner respectfully asks that the Special Commissioner's bond be reduced to the amount of Five Thousand Dollars, ($5,000.00) .

Respectfully submitted-

W. Guy Whitley

Special Commissioner.

Bell
v
Bell et al

Appeal from Probate

VIRGINIA,

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

W. Guy Betts,

v.

Cora Lee Betts, et als.

- - - - - - - -

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

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

That on the 21st day of May, 1926, Grace Cofer Betts, one of the infant defendants in this suit, became twenty one years of age; that the said infant defendant has filed her petition herein, praying that her distributive share in the proceeds derived from the sale of land in the bill and proceedings mentioned be paid to her; that the amount of her distributive share is Four Thousand Six Hundred and Fifty Dollars and sixty seven cents ($4650.67).

Your Commissioner respectfully requests that an order be entered, directing him to pay to the said Grace Cofer Betts the above amount.

Respectfully submitted-

Geo. L. Whitley.
Special Commissioner.

Betts

vs

Betts et als

Special Com Report

1927.

June 5.

Filed.

B.D.W.

Received of George F. Whitley, Special Commissioner in the suit of Betts et als vs. Betts, et als, the sum of $4,650.67, settlement in full for my distributive share in the proceeds derived from the sale of the land mentioned in the bill and proceedings in said suit.

Myrtle Betts Holt

Betts

vs.

Betts et als.

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

W. Guy Betts,

v.

Cora Lee Betts et als.

----oOo----

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

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

That pursuant to a decree heretofore entered in this cause your Commissioner has paid to Myrtle Betts Holt the sum of Four Thousand Six Hundred and fifty dollars and sixty seven cents ($4650.67), settlement in full for her distributive share in the proceeds derived from the sale of the land in the bill and proceedings mentioned, as will be shown by her receipt filed herewith.

Your Commissioner respectfully asks that the Special Commissioner's bond be reduced to the amount of Ten Thousand Dollars.($10,000.00).

Respectfully submitted.

Special Commissioner.

14

W. Guy Betts

vs.

Cora Lee Betts et als.

REPORT.

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

Walter G. Betts, Plaintiff

Vs.

Cora Lee Betts, et als Defendants.

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

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

That he has paid to Cora Lee Betts, guardian for Gracie, Ruth, Myrtle and Eleanor Betts, all interest due on the bond of Walter G. Betts to January 1st, 1923, as is shown by the receipt of Cora Lee Betts, guardian as aforesaid, filed herewith; your Commissioner reports that he has collected from the said Walter G. Betts the sum of $4,650.67, the same being the pro-rata share of Mary E. Betts in the proceeds derived from the sale of the land in the bill and proceedings mentioned, and has paid to Mary E. Betts, who became 21 years of age on the 31st day of January, 1920, the said sum of $4,650.67, as is shown by the receipt of the said Mary E. Betts filed herewith. Your Commissioner respectfully requests that the Special Commissioner's bond be reduced to $15,000.00.

Respectfully submitted.

Geo. E. Whitley
Special Commissioner.

//

Walter G. Betts,

Vs.

Cora Lee Betts, et als,

REPORT.

Smithfield, Virginia.

August 29, 1923.

Received of George F. Whitley, Special Commissioner, in the suit of Betts vs. Betts et als, all interest due on the bond of W. G. Betts, to January 1st, 1923.

Cora L. Betts

Guardian for Gracie, Ruth, Myrtle and Eleanor Betts.

RECEIVED of George F. Whitley, Special Commissioner in the suit of Betts vs. Betts et als, the sum of FOUR THOUSAND, SIX HUNDRED AND FIFTY AND 67.100 ($4650.67) DOLLARS, it being in full for my share in the proceeds derived from the sale of the land sold in the above styled suit.

Given under my hand this 1st day of January, 1923.

Mary E. Betts

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

Walter G. Betts)
)
vs))
)
Cora Lee Betts, et als.)

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

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

That persuant to a decree entered in this cause on the _____day of _____, 1919, he has payed to Walter G. Betts the sum of $4650.67, it being his pro-rata share in the proceeds derived from the sale of the property in the bill and proceedings mentioned; that he has loaned to Walter G. Betts the sum of $18602.68, it being the amount due Mary E. Betts, Myrtle J. Betts, Gracie C. Betts, and Ruth O. Betts, out of the proceeds derived from the sale of the property in the bill and proceedings mentioned, taking from the said Walter G. Betts his bond for the said amount, dated on July 17th. 1919, payable one year after date, bearing interest from date, to the said Special Commissioner, said bond being secured by a deed of trust on the entire property in the bill and proceedings mentioned.

Respectfully submitted.

Geo. P. Whitley

Special Commissioner

9

Walter G. Betts

VS)

Cora Lee Betts, et als.

Special Commissioner's

Report

1919
Dec. 1
Filed & D'k'd.

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

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

Walter G. Betts,)
)
vs))
)
Cora Lee Betts, et als.)

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

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

That persuant to a decree entered in this cause on the 2nd, day of February 1919, he has collected from Walter G. Betts, the sum of $31000.00, and has executed a deed conveying the property in the bill and proceedings mentioned to Walter G.Betts; that he has paid the cost in this suit as followes:

A. S. Johnson, Clerk's fees	$ 14.50
A. S. Johnson, Commissioner in Chancery	30.00
Taxed Attorney's fee	15.00
C. H. Nurny, witness fee	2.50
J. F. Bell, " "	2.50
J. W. Rodgers, " "	2.50
A. S. Barrett, Agent Premium on bond	105.00
Geo. F. Whitley, drawing Spcl. Comm.deed.	10.00
Revenue Stamps on deed	31.00
Geo. F. Whitley, Attorney fee	465.00
Notary fee for taking acknowledgement	.50
Total----------	$ 668.50

Your Commissioner further reports that he has paid to Cora Lee Betts, the sum of $7078.15, it being her commuted dower dower interest and that he now has in hand $23253.35, to be equally divided among Walter G. Betts, Mary E. Betts, Myrtle J. Betts, Gracie C. Betts, and Ruth O. Betts, the last named four being infants under 21 years of age.

Your Commissioner here states that the said Walter G. Betts, desires to borrow the total amount due the above named

infants, the said amount being $18602.68, executing his bond therefor and securing same by a deed of trust covering the entire property in the bill and proceedings mentioned. Your Commissioner recommend the said loan.

Respectfully submitted.

Special Commissioner.

7

Walter G Bettis

Val Report of
Federal Commissioner

Cora Lee Bettis

Filed July 17, 1919.

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

J. W. ROGERS, being duly sworn deposes and says as follows:

Q. Please state your name, age, resident and occupation.

A. J. W. Rogers, 64, Live in Surry County, about 8 miles from Waverly, merchant and farmer.

Q. Mr. Rogers did you know Mr. J. W. Betts,

A. I did sir. Have known him practically all of his life. He died sometime during the year 1917.

Q. Did Mr. Betts own any real estate at the time of his death? And if so, are you familiar with same?

A. Yes fairly so. He owned two farms, one situate at McClellands in the County of Isle of Wight, and one about two miles South from McClellands. The first farm mentioned is known as the Johnson or Cofer farm, and the latter is the Gwaltney farm.

Q. Have you been on the above farms recently and for what purpose?

A. Yes sir, during Mr. Cofer's life I was on the farm very often and on yesterday I, together with J. F. Bell and C. H. Nurney went over both of the farms for the purpose of estimating their value, learning their general condition and to see whether or not they could be divided between the heirs of Mr. Betts'.

Q. Do you know, Mr. Rogers, the wife and children of Mr. J. W. Betts, if so state their names?

A. Yes I know them. His wife's name is Cora L. his children are Guy Betts, Eliner, Betts, Gracie Betts, Ruth Betts, Myrtle Betts.

Q. How many acres of land in the Johnson-Cofer tract?

A. I think there is about 418 acres, with not to exceed 200 acres of open land. There is a little timber on the place but not of much value, only enough to keep it up, or for plantation use.

Q. Are there any buildings on the Cofer-Johnson tract, and if so what is their condition.

A. There are buildings and/in respectable condition.

Q. How many acres of land in the Gwaltney tract and are there any buildings on this tract and their condition.

A. About 115 or 120 acres , with about 65 acres of open ground. Very little timber on this tract. The buildings on this place are in very poor condition.

Q. Mr. Rogers, do these two farms adjoin each other?

A. No sir. They are about two miles apart.

Q. Will you please state whether or not the above farms can be conveniently divided among the several parties entitled thereto?

A. I do not think they can be. There are five children and the widow interested and it would be impracticable and inconvenient to divide the land between them, and impossible to do justice to all parties.

Q. Mr. Rogers, do you own any real estate?

A. I do. I have been owning real estate about 40 years. I sold one farm last year of about three hundred acres and have several other places.

Q. If the farms cannot be conveniently divided among the parties entitled thereto, how would you suggest the best way to make a partition of, or dispose of the property.

A. The only way to make a division, if it has got to be divided, is to sell the property and divide the proceeds, Certainly it would be to the interest of all the parties to sell the property and divide the proceeds.

Q. State whether or not you think the interest of the parties would be promoted by a sale of the entire property, or by allotment of part and sale of the residue?

A. I do not think any part of it could be alloted to advantage, as stated before I believe the interest of all would be promoted by sale of all the property. In fact, knowing the

property as I do, it is the only way to make a division.

Q. What do you think, Mr. Rogers, a fair value for the Johnson-Cofer tract of land, which contains some 400 acres of land?

A. I think twenty thousand dollars a fair fee simple value for the land, and I think five thousand dollars a fair value for the buildings on this place. In other words, the whole property according to my idea is worth twenty-five thousand dollars.

Q. What do you think a fair annual value of this piece of property?

A. I think a thousand dollars would be a minimum rental value per year and fifteen hundred the maximum.

Q. Mr. Rogers do you know whether or not any of the parties in interest will take the entire property and will pay therefor to the others, such sums of money as their interest may entitle them to.

A. I have learned since I got here this morning that Guy Betts will take the entire property. Whether he would be willing to pay as much as we have assessed it, I do not know. I just understand he wants it.

Q. Are you related in any way to Mrs. Betts or the children?

A. No, except Mrs. Betts is a half sister of my wife.

Q. Mr. Rogers I intended to ask you a few moments ago the fee simple and annual values of the Gwaltney farm, will you please give me these values now.

A. The Gwaltney farm in my opinion is worth six thousand dollars, its annual value from three hundred to three hundred and fifty dollars.

And further this deponent sayeth not.

J W Rogers

J. F. BELL, being duly sworn deposes and says as follows:

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

A. J. F. Bell 67, farmer, reside in Surry County right on the line between Surry and Isle of Wight.

Q. Did you know Mr. J. W. Betts during his life time?

A. Yes sir, I did.

Q. Did Mr. Betts own any real estate at the time of his death?

A. He did, two farms, known as the Johnson-Cofer farm, and the Gwaltney farm.

Q. How far do you live from this property?

A. One mile and one half from the Johnson-Cofer place, three and one half from the Gwaltney place. I have been living near this property 38 years.

Q. Will you please state about how many acres of land in the Cofer-Johnson tract and in the Gwaltney tract?

A. 415 to 420 acres in the Johnson-Cofer tract and 115 to 120 acres in the Gwaltney tract. There is not more than two hundred acres of land in the Johnson-Cofer tract, and about 65 acres of open land in the Gwaltney tract.

Q. Is there any timber on these two farms?

A. Only sufficient for farm uses. The Shaw Land and Timber Company cut the timber off the Johnson-Cofer tract about three years ago.

Q. Mr. Bell, you heard Mr. Rogers testify as to the condition of the houses on the property, do you concur in his statements?

A. Yes sir, I would make Mr. Rogers' testimony my own.

Q. What is the state of the cultivation of the open land on these two farms.

A. Fair to mediumly good.

Q. Mr. Bell do you know th e ~~widow~~ heirs of Mr. J. W. Betts?

A. I do, he has a widow and five children.

Q. Do you think that the property of which J. W. Betts, died seized and possessed, could be conveniently divided among the several parties thereto?

A. Only by sale and divide the money. In fact you could not divide the land up in a way which would give each party their share. It is impracticable to do so.

Q. If the property cannot be conveniently divided will it be to the interest of all parties entitled to the property or its proceeds to sell the entire property, or to allot part and sell the residue?

A. In my opinion it would be to the interest of each to sell it as a whole.

Q. You heard Mr. Rogers when he estimated the fee simple value of the Johnson-Cofer tract to be twenty-five thousand, its annual value between one thousand and fifteen hundred dollars, the value of the Gwaltney farm to be six thousand dollars, and its annual value to be from three hundred to three hundred and fifty dollars, are these values correct?

A. In my judgement they are.

Q. Mr. Bell will you please give me a description of the Johnson-Cofer tract, and Gwaltney tract.

A. The Johnson-Cofer tract lies on the County road leading from what is known as McClellands to Smithfield, the lands of J. A. Ramsey, Mrs. A. E. Cofer, J. J. Holleman. The Gwaltney farm lies on the road leading from what is known as McClellands to Fernswell; the lands belonging to the estate of J. F. Ramsey, the Webb farm, known as the Robert Binford land. Both of the tract are located in the County of Isle of Wight.

Q. Mr. Bell, do you own any farm land?

A. Yes sir, I own two farms, one in Surry County and one in Isle of Wight County.

Q. Have you been on this property lately?

A. Yes sir, I went over it yesterday with a view of testifying in this case, and I went over the property just before Mr. Betts died, and am perfectly familiar with it.

And further this deponent sayeth not.

J. F. Bell.

C. H. NURNEY, being duly sworn deposes and says as follows:

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

A. C. H. Nurney, 49, farmer, reside in Isle of Wight County.

Q. Did you know Mr. J. W. Betts during his life time?

A. Yes sir, I did.

Q. Did Mr. Betts own any real estate at the time of his death?

A. He did, two farms, known as the Johnson-Cofer farm, and the Gwaltney farm.

Q. How far do you live from this property?

A. About two and one half miles.

Q. Have you been over the property recently?

A. Yes I went over it with Mr. Bell and Mr. Rogers on yesterday.

Q. Do you know the heirs of Mr. J. W. Betts?

A. Yes, I know all of them, he has a widow and five children.

Q. Do you think thetwo farms can be conveniently divided among them?

A. It would be impossible to do so, and give each one their share.

Q. How would be the best way to divide the property then?

A. The only way I see would be to sell it all and divide the money.

Q. Do you think the interest to all concerned would be promotedby sale of the entire property, or by allotment of part and sale of the residue.

A. Under the circumstances to try to cut it up in equal shares or to allot a part would, I think, go against the interest of the parties. I think they would be better off, in fact would get more out of the property if it was all sold and

the money divided between them. To cut the land up with the buildings situated like they are, would be impracticable to do so.

Q. You heard Mr. Bell and Mr. Rogers testify to the fee simple values of the property. What do you think of the values placed by them on this property?

A. I think that they have valued the Gwaltney place at least one thousand dollars too much, and I think they have valued the Johnson-Cofer farm at the top notch, and I think the rental values are certainly a plenty, in fact I would not pay as much rent as they have assessed .

And further this deponent sayeth not.

S. H. Williams

WALTER GUY BETTS , deposes and says as follows:

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

A. Walter Guy Betts, 23 years old last April, farmer, living in Isle of Wight County.

Q. What is your farthers name? and is he living?

A. My fathers name was J. W. Betts, and he died, September, 1917.

Q. Did he leave a widow, and children, other than yourself. if so give me their names, their ages, and their last birthday.

A. His widow's name is Cora Lee, she is 43. Her last birth day was Nov. 14/1918; the children are as follows: Myself, whose age and birthday, I have just given, Mary Elinor Betts , 19 years of age, her last birthday was Jan. 3/1918; Myrtle J. Betts, age 16, her last birth day was Sept. 13/1918 ; Gracie C. Betts, age 13, her last birthday was May 26/1918 ; Ruth O. Betts, age 9, her last birth day was May 30th 1918 ;

Q. Mr. Betts, are you willing to take the entire property and pay therefor to the other parties such sums of money as their interests may entitle them to?

A. Yes sir.

Q. Mr. Betts, the witnesses who have tesfified have estimated the value of the Johnson-Cofer tract to be twenty-five thousand dollars, and the value of the Gwaltney to be six thousand. Are you willing to pay the value as assessed by them for the property?

A. I think that they have assessed the value too high, but I am willing to take the property at those values.

And further this deponent sayeth not.

Walter Guy Betts

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

Walter G. Betts

vs) Chancery. No. 291.

Cora Lee Betts:
Mary E. Betts:)
Myrtle J. Betts:) Infants
Gracie C. Betts:)
Ruth C. Betts:)
E. H. Williams, guardian ad litem for the infant defendants.

Take notice that the undersigned, one of the Commissioners in Chancery of the Circuit Court of the County of Isle of Wight, to whom has been referred the papers in the above entitled cause therein depending, for the execution of the decree entered the ein on the 12th. day of December, 1918, a copy of which immediately follows this notice, that I shall, on the 18th. day of January, 1919, at the office of George F. Whitley, Attorney at Law, in the town of Smithfield, County of Isle of Wight, and State of Virginia, at eleven o'clock A.M., proceed with the execution of said decree, and at which time and place you are notified to attend.

Given under my hand this 13th. day of January, 1919.

O. Johnson
Commissibner in Chancery.

We hereby accept due, legal and sufficiant service to the within notice:

Sign here X Cora Lee Betts

E. H. Williams
Guardian ad litem.

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

WALTER G. BETTS

VS) CHANCERY. NO. 291.

CORA LEE BETTS ET ALS.

REPORT OF COMMISSIONER IN CHANCERY.

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

Walter G. Betts

vs) Chancery. No. 291.

Cora Lee Betts,et als.

TO HONORABLE B. D. WHITE,

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

The undersigned, one of the Commissioner's in Chancery of the Circuit Court of the County of Isle of Wight, respectfully reports:

That the papers in the above entitled cause have been referred to him for the execution of a decree entered therein, on the 12th. day of December, 1918, a copy of which is attached hereto, (immediately preceeding this report):

That on the 13th. day of January, 1919, notice was issued, addressed to the parties to this cause, which said notice stated that,on the 18th. day of January, 1919, the said Commissioner, would, at the office of George F. Whitley, Attorney at Law, in the town of Smithfield, County of Isle of Wight, and State of Virginia, he would proceed with the execution of said decree, at eleven o'clock A.M., the original of said notice being hereto attached, being the first filed under the cover sheet hereto, which notice shows service upon the parties to this cause:

That the Commissioner attended at the time stated in said notice, and there took the testi ony of John W. Rogers, John F. Bell, and C. H. Nurney, and W. G. Betts competent witnesses, all being men of some affairs and unusually good judgment, their testimony being reduced to writing, and filed herewith, immediately following this report, and from which, together with the records filed in the Clerk's Office of this Court, is informed, and reports as follows:

1. That the real estate mentioned in the bill and proceedings of this suit, consists of two tracts of land, one of 419 acres, of the assessed value of $6000 on the Land Book for 1918; and one of 111 1/6 acres, of the assessed value of $2400 on said land book. The former is the Johnson or Cofer place, and the latter the Gwaltney place.

These two tract of land came to J. W. E. Betts by deed, as follows:

A. J. Cofer and wife and Eliza J. Cofer, by their deed bearing date the 16th. day of April, 1912, for the sum of $8000, conveyed to J. W. E. Betts, with General Warranty, the Johnson or Cofer place, containing, according to said deed, 419 acres, more or less, bounded on the North by the lands of

John F. Bell and Nanny J. Cofer; on the East by the lands of J. J. Holleman; on the South by the lands of J. J. Holleman and John A. Ramsey; and on the West by the lands of John A. Ramsey and Blackwater River. This deed is entered of record, in the said Clerk's Office, as of the 19th. day of April, 1912, in Deed Book No. 79, page 530.

W. D. Gwaltney and wife, by their deed bearing date the 27th. day of August, 1910, conveyed to said J. W. E. Betts, with General Warranty, for the sum of $5000, a tract of land of 118 1/6 acres, adjoining the lands of John F. Ramsey, Helen Webb, et als., subject to the dower interest therein of W. O. P. Gwaltney, deceased.

It is understood that said widow of W. O. P. Gwaltney has departed this life and the dower interest extinguished.

Said J. W. E. Betts has conveyed seven acres of this tract of land, leaving remaining 111 1/6 acres.

This latter described tract of land lies to the South of the first mentioned tract some two miles, and is known as the Home place of W. O. P. Gwaltney.

The land here mentioned, from the testimony filed herewith, cannot be conveniently divided among the parties in interest.

2. It appears from the testimony of Walter G. Betts, one of the parties to this suit, is willing to take the whole subject matter and pay the others for their shares.

3. It appears that the only practical way to make a division of the said property is to sell it and divide the proceeds, in accordance with the direction of the Court.

4. The fee simple value of the Cofer or Johnson tract of land is given as twenty five thousand dollars, with its annual value at from one thousand dollars to fifteen hundred dollars.

The fee simple value of the Gwaltney tract is given as six thousand dollars, with an annual value of three hundred and fifty dollars.

The values here given are from two of the witnesses who testified, namely, Mr. Rogers and Mr. Bell, but Mr. Nurney thinks that the Gwaltney place has been valued one thousand dollars too much and the Cofer place at all it is worth, to use his language, at "top notch".

The respective interests of the parties to this cause, in the property herein mentioned, are, to said Walter G. Betts, Mary E. Betts, Myrtle J. Betts, Gracie C. Betts and Ruth C. Betts, one fifth each, subject to the dower therein of said Cora Lee Betts, which interests were acquired by inheritance from the father, J. W. E. Betts, the dower interest going to Cora Lee Betts, widow.

5. There appear of record no liens against the said property, for delinquent taxes or otherwise, save and except s judgment, in favor of D. W. Chapman, against A. J. Cofer, for the sum of $52.80, with interest thereon from the 22nd. day of June, 1911, till paid, and $2.50 costs, pronounced by M. F. Jordan, J.P. of Isle of Wight County, and docketed in Docket No. 3, page 134, September 20th. 1911.

6. All the proper and necessary parties appear to be before the Court.

The proper parties to this cause, with their ages, and dates of their birth day, are as follows:

Cora Lee Betts, widow of J. W. E. Betts, forty three years of age November 14th. 1918:
Walter G. Betts, son of said J. W. E. Betts, who was twenty three years of age in April, 1918:
Mary E. Betts, daughter of said J. W. E. Betts, nineteen years of age January 31st. 1918:
Myrtle J. Betts, daughter of said J. W. E. Betts, sixteen years of age September 13th. 1918:
Gracie C. Betts, daughter of said J. W. E. Betts, thirteen years of age, May 26th. 1918:
Ruth C. Betts, daughter of said J. W. E. Betts, nine years of age May 30th. 1918.

8. Description of the land mentioned in the Bill is fully given in the answer to the 1st. inquiry, noted herein.

9. The commissioner notices, that in the testimony of Walter G. Betts, he gives the name of the youngest child of J. W. E. Betts as Ruth O. Betts, while her name, in the Bill and other pleadings, herein, is given as Ruth C. Betts. The imprint in the Bill, which is the first pleading, as well as in the answers, is not at all clear, and now it appears that it is possible, even probable, that it is "O", and if so the matter should be fully established, and her name properly entered in the further pleadings herein.

Your Commissioner, also, wishes to call attention of the Court to the differences between the valuations of the two tracts of land herein mentioned, and the assessed valuations. In making the last assessment of lands, in this County, the Local Board of Review endeavored to put a valuation upon the real estate at sixty per cent of its market value, but in many instances failed to realize the full value, and to make proper assessment. There is nothing that can now be done, in this case, as the assessment cannot now be changed by law. There is no discrepancy in the acreage. The condition is intended to be noted, only. If this property is transferred to the prospective purchaser, at the price estimated in the evidence, and submitted in this report, the Commissioner of the Revenue can do nothing with it for the coming year, but the Land Assessor can, and should, and, also, should raise the adjacent property in proportion thereto, as well as all the rest in the County, which should be raised. This comment is hardly pertinent to this matter, but your commissioner believes that it is a live subject and should be, constantly, kept before the Court, and the attorneys practising at this bar, who, if they wish, can be the most potent force to bring about proper reforms upon any subject, that we have in the County, and their aid to a correct and proper assessment of real estate would produce wonderful results.

Respectfully submitted,

Commissioner.

Commissioner's fee, $30.00

5

Betts
vs / Cy. No 292
Betts et als

Report of Commissioner
in Chancery

Filed January
18th. 1918

Test. R. D. Inman
Clerk

A. S. JOHNSON
ISLE OF WIGHT C.H. VA.

VIRGINIA,

IN THE CIRCUIT CCURT FCR THE CCUNTY CF ISLE CF WIGHT.

WALTER G. BETTS, - - - - - - Plaintiff.

VS) In Chancery.

Cora Lee Betts, Mary E. Betts,
Myrtle J. Betts, Gracie C.Betts,
Ruth C. Betts, thé last named
four, being infants under the
age of 21 years, - - - Defendants.

:----------:----------:----------:----------:----------:

The answer of Mary E. Betts, Myrtle Betts, Gracie C. Betts and Ruth C. Betts, infants, under the age of 21 years, by E. H. Williams, guardian ad litem, a discreet and competent attorney at law, assigned to defend them in this suit, and the answer of the said E. H. Williams, guardian ad litem of the said infant defendants, to a bill of complaint exhibited against the said infants and others by Walter G. Betts, in the Circuit Court of the County of Isle of Wight, Virginia..

For answer to the said bill, the said infant defendants, by their said guardian ad litem, answer and say that being of tender years, they do not know what their true interests are in relation to the subject-matter of the said bill, nor do they know whether the statements therein contained are true or not. They confide the protection of their interests therein to the care of the Court.

And now, the said guardian ad litem of the said infant defendants for answer to thesaid bill answers and says that he knows nothing asto the truth or falsity of the statements in the bill contained. He prays full protectionfor the

infant defendants. And, now, having fully answered, these defendants pray to be hence dismissed with their costs, etc.

E. H. Williams
Guardian ad litem.

Mary E. Betts, Myrtle Betts,
Gracie Betts and Ruth C.Betts.

E. H. Williams, guardian ad litem of the said infants.

STATE OF VIRGINIA,

County of Isle of Wight, to-wit:

Subscribed and sworn to before me in my County and State aforesaid, by E. H. Williams, guardian ad litem as aforesaid, this 12 day of Decem, 1918.

Given under my hand this _____ day of _____, 19 .

A. Johnson Comr in Chy
Notary Public.

My commission expires,

_____.

3

Walter G. Betts.

VS) In Chancery No 392

Cora Lee Betts, et als.

Answer of Guardian ad litem.

Filed Decem 12th 1918

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

V I R G I N I A,

IN THE CIRCUIT CCURT FCR THE CCUNTY CF ISLE CF WIGHT.

WALTER G. BETTS, - - - - - - - - -Plaintiff.

VS) In Chancery.

Cora Lee Betts, Mary E. Betts,
Myrtle J. Betts, Gracie C. Betts,
Ruth C.Betts, the last named
four, being infants under the
age of 21 years, - - - - - - - - - Defendants.

:---------:----------:----------:---------:--------:

The answer of Cora Lee Betts, widow of J. W. Betts, deceased, to a bill of equity exhibited against her and Mary E. Betts, Myrtle J. Betts, Gracie C. Betts and Ruth C. Betts, the last named four, being infants under the age of 21 years by Walter G. Betts, in the Circuit Court of the County of Isle of Wight, Virginia.

The respondant, saving and reserving, etc., for answer to the said bill, says that she believes the statements therein made are true, and, that she concurrs in the prayers of the said bill.

Your respondant here states, that should the property of which J. W. Betts died, seized and possessed be not susceptible of partition among the parties entitled thereto, that she does not desire that her dower interest be set aside, but that the entire property be sold and her dower interest be commuted and paid to her in cash.

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

Cora Lee Betts

Sign here X Cora Lee Betts.

2

Walter G. Betts.

VS) In Chancery No 1792

Cora Lee Betts, et als.

Answer of Cora Lee Betts.

Filed Nov 12-1918

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

VIRGINIA:

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

Betts et als,

vs.

Betts et als.

TO THE HONORABLE JUDGE OF SAID COURT:

Your Petitioner, Ruth C. Betts, respectfully represents the following:

That she was one of the infant defendants in the above styled suit; that she became twenty-one years of age on the 30th day of May, 1930; that she is informed that the amount due her out of the proceeds derived from the sale of the property in the bill and proceedings mentioned is four thousand, six hundred fifty dollars and sixty seven cents ($4,650.67).

Your petitioner prays that George F. Whitley, Special Commissioner in the above suit, be directed to pay to her the above amount.

And your petitioner will ever pray, etc.

Ruth C. Betts

70

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

Betts et als

vs.

Betts et als

1930
July 7.
Filed

PETITION

VIRGINIA,

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

Betts et als,

v.

Betts et als.

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

Your petitioner, Grace Cofer Betts, respectfully represents the following:

That she was one of the infant defendants in the above styled suit; that she became twenty one years of age on the 26th day of May, 1926; that she is informed that the amount due her out of the proceeds derived from the sale of the property in the bill and proceedings mentioned is Four Thousand Six Hundred and Fifty Dollars and sixty seven cents ($4650.67).

Your petitioner prays that George F. Whitley, Special Commissioner, in the above suit be directed to pay to her the above amount.

And your petitioner will ever pray, etc.

Gracie C. Betts

16

Beltz
v
Beltz et al.

Petition
Grace B. per Beltz,

1927
Jan 5.
Filed B.K.C.W.

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

Betts

vs.

Betts et als

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

Your petitioner, Mary E. Betts, respectfully represents the following:

That she was one of the infant defendants in the above styled suit at the time it was instituted; that on the 31st day of January, 1920, she became twenty-one years of age; that she is informed that her share of the proceeds derived from the sale of the land in the bill and proceedings mentioned, is FOUR THOUSAND, SIX HUNDRED AND FIFTY AND 67/100 ($4650.67) DOLLARS; that the interest on said amount has been paid to her guardian, Cora Lee Betts.

Your petitioner prays that George F. Whitley, Special Commissioner, be directed to pay the above amount to your petitioner.

And your petitioner will ever pray etc.

Mary E. Betts.

STATE OF VIRGINIA,
County of Isle of Wight, to-wit:-

This day appeared Mary E. Betts before me, Segar J. Cofer, a Notary Public in and for the County of Isle of Wight, in my County aforesaid, and made oath that the statements contained in the above petition are true to the best of her knowledge and belief.

Given under my hand this 16th day of August, 1922.

Segar J. Cofer
Notary Public

My Commission Expires April 29th, 1925

10 1/2

Pct. of
Mary E Berts.

Aug. 16-22

Sun 11

VIRGINIA,

IN THE CIRCUIT CCURT FCR THE CCUNTY CF ISLE CF WIGHT.

WALTER. G. BETTS - - - - - - - - - - - -Plaintiff.

VS) In Chancery.

Cora Lee Betts, Mary E. Betts,
Myrtle Betts, Gracie C. Betts,
Ruth C. Betts, the last named
four, being infants under the
age of 21 years, - - - - - Defendants.

:---------:---------:---------:----------:---------:

TC THE HCNCRABLE B. D. WHITE, JUDGE, FCR THE CIRCUIT CCURT FCR THE CCUNTY CF ISLE CF WIGHT, VIRGINIA:

Your complainant, Walter G. Betts, humbleycomplains and showeth unto your honor the following case:

(1) That during the month of September, 1917, J. W. Betts departed this life intestate, seized and possessed of twocertain tracts of land in the County of Isle of Wight, Virginia, bounded and described as follows:

(a) "All that certain piece or parcel of land, lying, situate and being, on the North by the lands of John F. Bell and Nannie W. Cofer; on the East by the lands of J. J. Holleman; on the South by the lands of J. J. Holleman and John A. Ramsey; on the West by the lands of John A. Ramsey and the Blackwater River. It being the same piece or parcel of land conveyed to the said J. W. Betts by Allie J. Cofer and E. Corine Cofer and Eliza J. Cofer, by deed dated on the 16th day of April, 1912, and recorded in the Clerk's Cffice for the County of Isle of Wight in D. B. 79, page 530".

(b) "All that certain piece or parcel of land, lying, situate and being in the County of Isle of Wight, and adjoining the lands formerly owned by John F. Ramsey, Mrs. Helen Webb and others. It being the same piece or parcel

of land conveyd to the J. W. Betts by W. Dudley Gwaltney and Sarah E. Gwaltney, by deed dated on the 27th day of August, 1910 and recorded in the Clerk's Office for the County of Isle of Wight, in D. B. 77, page 618".

(2) That the said J. W. Betts left surviving him, as his only heirs at law, Cora Lee Betts, his wife of the age of 42 years, and the following children; your complainant, Walter G. Betts, of the age of 23 years; Mary E. Betts, of the age of 19 years; Myrtle J. Betts, of the age of 16 years; Gracie C. Betts, of the age of 13 years and Ruth C. Betts of the age of 9 years.

(3) That your complainant believes that the real estate of which J. W. Betts died, seized and possessed is susceptible of partition among the parties entitled thereto; but, if not, your complainant desires the same to be sold, and the proceeds divided among your complainant and the respondents, according to their respective rights; the shares of the infants to be disposed of according to law. Should the said real estate be not divisible, then your complainant believes and here states that the interest of those who are entitled to the said real estate, or its proceeds, will be promoted by a sale of the entire real estate, or, by an allotment of part, and sale of the residue.

In consideration whereof, and for as much as your complainant is remediless save in a Court of equity, where alone such matters are cognizable, he prays that Cora Lee Betts, Mary E. Betts, Myrtle J. Betts, Gracie C. Betts, and Ruth C. Betts, the last named four being infants under the age of 21 years, may be made parties defendants to this suit; that a proper guardian ad litem be appointed to defend the rights of the said infant defendants; that the said adult defendant be required to answer this bill, though answer under oath is hereby waived; that the said

guardian ad litem of the said infant defendants, be required to answer this bill under oath; that the said real estate be partitioned among the several parties entitled thereto, and your complainant's portion thereof be alloted to him; and in case the said real estate to be partitioned cannot be partitioned and divided among the parties entitled thereto, that the whole of same be exposed to sale, and the proceeds derived from said sale be divided among the parties in interest; or, that a part of the real estate be alloted, and sale be made of the residue, and the proceeds derived from the sale of such residue be divided among the parties entitled thereto; that all proper orders and decrees may be made and proper inquiries be directed; and, that all such other, further and general relief may be afforded your compainant as the nature of his case may require, or, to equity shall seem meet. And notice is hereby given that proper counsel fees will be asked for during the progress of this suit.

And your complainant will ever pray, etc.

Watler G . Betts,

By Wm. F. Whitley.
Counsel.

Wm. F. Whitley p.q.

Walter G. Betts,

VS) In Chancery No 292

Cora Lee Betts et als.

B I L L.

Filed Dec 12th 1918

December 12th. 1918: Bill, an answer of adult defendant, an answers of infant defendants, and guardian ad litem filed. Suit docketed in open court, without application of Rules.

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