

1933-005 Chancery Causes: William M. Crumpler, for & c vs Stanley Brown, Senior
Isle of Wight County & ex & al

folder 1
435

other SURNAMES: Whitley, Gilliam,
Holloway, Gwaltney, Coker, Luter,
Johnson, [P. D. Gwaltney, Junior &
Company], Pierce, Moseley, Guy,
[J. W. Holloway & Company], Owen,
[C. S. Betts & Company], Betts, Delk,
[D. W. Chapman & Company], Chapman,
Williams, Downes, Edwards, Bohannon,
[Battery Park Lumber Company],
[Bank of Surry, Incorporated], Rife,
Shewmake, Berryman, [Smithfield
Hay & Grain Feed Company], [Bank
of Smithfield], Maxey, [Federal
Land Bank of Baltimore], Bailey,
Whitney, Norworthy, Chanell,
Daniel

Apr. 23. Second April Rules, 1924;

Process returned showing process upon Staverty Brown, Sr; Maggie Brown; Gus. M. Brown; Elivie Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Frank L. Brown; Elsie Brown; Staverty Brown, Jr; Bank of Smithfield, a banking corporation; John I. Cofer, trustee; J. W. Luter, trustee; P. D. Gwaltney, Jr; Geo. N. Guy; C. S. Betts; O. S. Owens; Geo. W. Delk; Geo. F. Whitley; trustee; E. H. Williams; D. W. Chapman; J. W. Holloway; R. A. Edwards, trustee; M. Anderson Maxey, trustee; A. S. Johnson, trustee; W. F. Rife; Goddman Brown; W. T. Brown; O. L. Shewmake, trustee; Lucille W. Edwards, administrator of the estate of A. S. Edwards, trustee; Smithfield, Hay and Grain Feed Co.

Decree nisi as to them.

April 29. Third April Rules, 1924.

Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvie Brown; Herbery H. Brown; Henreitta Brown; Willie W. Brown; Frank L. Brown; Elsie Brown; Staverty Brown, Jr; Bank of Smithfield, a banking corporation; John I. Cofer, trustee; J. W. Luter, trustee; P. D. Gwaltney, Jr; Geo. N. Guy; C. S. Betts; O. S. Owens; Geo. W. Delk; Geo. F. Whitley, trustee; E. H. Williams; D. W. Chapman; J. W. Holloway; R. A. Edwards, trustee; M. Anderson Maxey, trustee; A. S. Johnson, trustee; W. F. Rife; Goodman Brown; W. T. Brown; O. L. Shewmake, trustee; Lucille W. Edwards, administratrix of the estate of A. S. Edwards, trustee; Smithfield Hay and Grain Feed Co., not appearing to plead, demur or answer bill taken for confessed and, this cause set down for hearing as to them. Bill of Complaint filed.

May 5th. 1924. Order of publication executed upon Minnie L. Pierce, Louis L. Pierce, Stella M. Brown and Susie L. Brown, and cause set down for hearing as to them.

May 21. Second May Rules, 1924, Continued.

June 4th. First June Rules, Continued.

June 18th. Second June Rules, 1924, Continued.

June 30th. Third June Rules, 1924, Continued.

July 23rd. Second July Rules, 1924, Continued.

August 6th. First August Rules, 1924, Continued.

August 20th. Second August Rules, 1924, Continued.

August 27th. Third August Rules, 1924, Continued.

September 17th. Second September Rules, 1924, Continued.

1924
October 8th. ¹ First October Rules, 1924, Continued.

2nd. October Rules, 1924.
October 22nd. Proces returned executed upon A. W. Bohannon,
trustee; Bank of Surry County; Federal Land Bank of Baltimore;
B. C. Berryman and Basil Bailey.

Decree nisi as to them.

October 29th. Third October Rules, 1924, defendants A. W. Bohannon, trustee; Bank of Surry County; Federal Land Bank of Baltimore; B. C. Berryman and Basil Bailey still failing to appear, plead, demur or answer, cause set down for hearing as to them.
All defendants having beenserved with process, and the suit matured as to all parties, goes to court docket for hearing.

VIRGINIA,

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

William M. Crumpler, who sues on behalf of himself and all other lien creditors of either, any or all of the hereinafter named ~~showing section one hereof~~ debtors, who shall come in and contribute to the costs of this suit:

v) Chancery. No. 435

Staverty Brown, Sr., and Maggie Brown, his wife; Gus M. Brown and Elvey Brown, his wife; Herbert H. Brown and Henrietta Brown, his wife; Willie W. Brown and Susie L. Brown, his wife, Staverty Brown, Jr., and Elise Brown, his wife, Minnie L. Pierce and Louis L. Pierce, her husband; W. T. Brown; Goodman Brown; Stella M. Brown; Frank L. Brown; J. W. Holloway; O. S. Owen; D. W. Chapman; Geo. W. Delk; P. D. Gwaltney, Jr; E. H. Williams; Geo. N. Guy; Bank of Smithfield, a banking corporation; R. A. Edwards, trustee; Geo. F. Whitley, trustee; M. Anderson Maxey, trustee; J. W. Luter, trustee; John I. Cofer, trustee; C. S. Betts; A. S. Johnson, trustee; ~~Agnes L. Turner; Isabel Rison; O. H. Ball; trading as O. H. Ball & Co;~~ Bank of Surry; B. C. Berryman; A. W. Bohannon, trustee; ~~A. S. Edwards, trustee; O. L. Shewmake, trustee; W. F. Rife; Smithfield Hay & Grain Feed Co; Federal Land Bank of Baltimore; Basil Bailey and H. E. Man.~~

TO THE HONORABLE B. D. WHITE, Judge of the said Court:

Your complainant complaining sheweth unto the court the following cause, to-wit:

1. That on the 10th day of May, 1922, your complainant obtained, by confession before the Clerk of the Circuit Court of the County of Isle of Wight, State of Virginia, a judgment against Staverty Brown, Sr., Herbert H. Brown, Willie W. Brown, Gussie M. Brown, Henrietta Brown, Maggie Brown, Elvey Brown, H. E. Brown and Frank Brown of the County and State aforesaid, and W. T. Brown and Goodman Brown, of the County of Surry, State of Virginia, all of whom are parties defendant to this cause, for the sum of eight hundred fifteen dollars and thirty five cents, with interest thereon from May 10th, 1922, until paid, with six dollars and ninety five cents, and 10% of principal for attorneys fees, same being of record in the Clerk's Office aforesaid in J. D. #4, page 116, and of

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record in the Clerk's Office of the County of Surry, State of Virginia, in J. D. #4, page 63.

2. That from the date of the rendition of the said judgments, up and until the date of the institution of this suit, your complainant has caused three separate executions to be issued thereon, directed to the Sheriff of both the County of Isle of Wight and the County of Surry, all of which have been returned marked "No Effects;"

3. That by deed dated January 6, 1896, and duly recorded in the Clerk's Office of Isle of Wight County, Virginia, in D. B. 61, page 238, Staverty Brown, Sr., and Minnie Brown, sometimes called Maggie Brown, the latter being the wife of the former, obtained by deed from J. T. Whitley, the following property:

"All of that certain tract or parcel of land lying and being in the Newport District, in the County of Isle of Wight and State of Virginia, known as the Carroll or Whitney farm, bounded as follows, on the North by the lands of J. W. Jordan, on the East by the lands of Joel Johnson, on the South by the lands of J. F. Whitney, and on the West by the lands of Arobella Bunkley Estate, containing by estimation 112 $\frac{1}{2}$ acres."

4. That by deed dated October 18, 1901, and duly recorded in the Clerk's Office of Isle of Wight County, Virginia, on January 5, 1903, in D. B. 68, page 11, Staverty Brown, Sr., (as grantee in said deed, his name being spelled Stafferny instead of Staverty) obtained by deed from John R. Gilliam, et als, the following property:

"All that certain tract or parcel of land lying and situated in the County of Isle of Wight and State of Virginia, containing seventy six acres, more or less, and bounded as follows, to-wit: On the North by the Roscoe Neck Public Road and J. F. Whitney, on the West by the lands of T. Q. Gilliam, dec'd., on the South by the lands of J. W. Jordan, and on the East by the lands of the said T. Q. Gilliam, dec'd."

5. That by deed of trust dated July 9, 1910, duly recorded in the Clerk's Office of Isle of Wight County, Virginia, July 13, 1910, in D. B. 78, page 300, the said Staverty Brown, Sr., and Minnie Brown (sometimes called Maggie Brown) conveyed each of the two foregoing tracts of land to George E. Whitley, trustee for J.

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W. Holloway, to secure a bond for \$2354.00, of even date therewith and payable one year after date and which said bond has been assigned to and is now held by P. D. Gwaltney, Jr.,

6. That by deed dated March 10, 1919, and duly recorded in the Clerk's Office of Isle of Wight County, Virginia, on March 13, 1919, in D. B. 89, page 138, Staverly Brown, Sr., and Maggie M. Brown, so styling herself in this deed rather than as Minnie Brown, conveyed unto Willie W. Brown thirty (30) acres from one of the two foregoing tracts of land but the records do not disclose from which of the said two tracts this thirty (30) acres was taken so that this fact will have to be ascertained by the commissioner to whom this cause is referred, said thirty (30) acres in said deed being described as follows:

"All that certain track or parcel of land lying and being in the County of Isle of Wight, State of Virginia, containing thirty acres (30) together with the appurtenances thereto belonging and bounded as follows: on the West by the Matthews estate; on the North by the lands of the O. P. Jordan estate; on the East by the land of Staverly Brown; on the South by the County road from Carrollton to Isle of Wight Wharf."

While it is not so stated in this deed, the conveyance aforesaid was made subject to the foregoing deed of trust.

By deed of trust dated March 10, 1919, recorded March 13, 1919, in the Clerk's Office of Isle of Wight County, Virginia, in D. B. 88, page 412, the said Willie W. Brown further encumbered this particular thirty (30) acres of land by deed of trust to John I. Cofer, trustee, in trust to secure to Staverly Brown, Sr., the sum of \$600.00, which note, it is understood is held by the Bank of Smithfield and has been curtailed but to what extent your complainant has not been informed.

That by deed of trust dated December 5, 1920, recorded December 7, 1920, in the Clerk's Office of the County aforesaid, in D. B. 90, page 335, the said Willie W. Brown and Susie Brown, his wife, conveyed to A. S. Johnson, trustee, this parcel of land, securing to P. D. Gwaltney, Jr., trading as P. D. Gwaltney, Jr. & Co., the sum of \$276.75, your complainant not knowing to what ex-

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tent this indebtedness has been curtailed.

7. That by deed dated March 10, 1919, and duly recorded in the Clerk's Office of Isle of Wight County, Virginia, on March 13, 1919, in D. B. 89, page 137, Staverty Brown, Sr., and Maggie M. Brown, so styling herself in this deed rather than as Minnie Brown, conveyed unto Herbert H. Brown thirty (30) acres from one of the two foregoing tracts of land but the records do not disclose from which of the said two tracts this thirty acres was taken so that this fact will have to be ascertained by the commissioner to whom this cause is referred, said thirty (30) acres in said deed being described as follows:

"All that certain track or parcel of land lying and being in the County of Isle of Wight, State of Virginia, containing thirty (30) acres together with the appurtenances thereto belonging, and bounded as follows: on the West by the land of W. H. Gale; on the North by the County road from Carrollton to Isle of Wight County Wharf; on the East by the land of Staverty Brown; on the South by the land of W. H. Gale."

While it is not so stated in this deed, the conveyance aforesaid was made subject to the deed of trust setforth in subdivision 5 of this bill.

By deed of trust dated March 10, 1919, recorded March 13, 1919, in the Clerk's Office of Isle of Wight County, Virginia, in Deed Book 88, page 411, the said Herbert H. Brown and Henrietta Brown, sometimes known as H. E. Brown, his wife, further encumbered this particular thirty acres of land by deed of trust to John I. Cofer, trustee, in trust to secure to Staverty Brown, Sr., the sum of \$600.00 which note, it is understood, is held by P. D. Gwaltney, Jr., and has been curtailed but to what extent your complainant has not been informed.

That by deed of trust dated May 28, 1921, recorded September 20, 1921, in the Clerk's Office of the County aforesaid, in D. B. 92, page 237, the said Herbert H. Brown and Henrietta Brown, his wife, sometimes known as H. E. Brown, conveyed to J. W. Luter, Trustee, this parcel of land, securing to P. D. Gwaltney, Jr., trading as P. D. Gwaltney, Jr., & Co., the sum of ~~\$425.64~~ ^{412.64},

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your complainant not knowing to what extent this indebtedness has been curtailed.

That by deed of trust dated September 19, 1921, recorded September 20, 1921, in the Clerk's Office of the County aforesaid, in D. B. 92, page 258, the said Herbert H. Brown conveyed to J. W. Luter, trustee, this parcel of land securing to P. D. Gwaltney Jr., & Co., two notes, one dated July 30, 1920, payable December 1, 1920, for \$550.00, and the other dated September 19, 1921, and payable on demand in the sum of \$300.00.

8. That by deed dated March 10, 1919, and duly recorded in the Clerk's Office of Isle of Wight County, Virginia, on March 15, 1919, in D. B. 89, page 140, Staverty Brown, Sr., and Maggie M. Brown, so styling herself in this deed rather than as Minnie Brown, conveyed unto Gussie M. Brown, being the same party mentioned as a defendant under the name of Gus M. Brown, thirty (30) acres from one of the two foregoing tracts of land but the records do not disclose from which of the said two tracts this thirty acres was taken so that this fact will have to be ascertained by the commissioner to whom this cause is referred, said thirty (30) acres in said deed being described as follows:

"All that certain tract or parcel of land lying and being in the County of Isle of Wight, State of Virginia, containing thirty (30) acres together with the appurtenances thereto belonging, and bounded as follows: On the North by the lands of O. P. Jordan estate; on the East by the lands of W. H. Gale; on the West by the land of Staverty Brown and on the South by the County road from Carrollton to the Isle of Wight County Wharf."

While it is not so stated in this deed, the conveyance aforesaid was made subject to the deed of trust set forth in subdivision 5 of this bill.

By deed of trust dated March 10, 1919, recorded March 13, 1919, in the Clerk's Office of Isle of Wight County, Virginia, in D. B. 88, page 414, the said Gus M. Brown and Elvia Brown, his wife, further encumbered this particular thirty (30) acres of land by deed of trust to John I. Cofer, trustee, in trust to secure to Staverty Brown, Sr., the sum of \$600.00, which note, it

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is understood, is held by Bank of Smithfield, and has been curtailed but to what extent your complainant has not been informed.

9. That by deed dated March 15, 1919, and duly recorded in the Clerk's Office aforesaid March 29, 1919, in D. B. 89, page 152, the said Staverty Brown, Sr., and Maggie M. Brown, reserving to themselves a life right thereto, conveyed to Minnie L. Brown, Staverty Brown, Jr., Stella M. Brown and Frank L. Brown, which is supposed to include all the rest and residue of the above two tracts of land mentioned and described in subdivision 3 and 4 respectively, the following property:

"All that certain parcel or tract of land, being and lying in County of Isle of Wight, State of Virginia, containing one hundred and ten acres, be the same more or less, with appertenances thereto belonging, and bounded as follows, on the East by the lands of Gussie M. Brown; on the South by the lands of W. H. Gale; on the West by the lands of the Whitney estate; on the North by the lands of Herbert Brown."

This conveyance, while it did not so specify, was likewise made subject to the deed of trust described in subdivision 5 of this bill.

That by deed of trust dated May 28, 1921, and duly recorded in the Clerk's Office aforesaid on August 2, 1921, in D. B. 90, page 599, Staverty Brown, Sr., and Maggie M. Brown, his wife, together with the grantees named in the conveyance set forth in this subdivision of this bill, with the exception of Frank L. Brown, conveyed this parcel of land to J. W. Luter, trustee, securing P. D. Gwaltney, Jr., the sum of \$1365.85, the balance due on which to your complainant is unknown.

This deed seems later to have been executed by Frank L. Brown and re-recorded as of September 5, 1921, in D. B. 90, page 617.

10. That on the 10th day of May, 1922, the said Staverty Brown, Sr., Maggie, his wife, Willie W. Brown and Susie, his wife, Herbert H. Brown and Henrietta, his wife, Gus M. Brown and Elvey, his wife, Staverty Brown, Jr., and Elise, his wife, Frank Brown, Minnie L. Pierce and Louis L. Pierce, her husband, conveyed to M.

7.

Anderson Maxey, in trust to secure to your complainant the payment of the sum eight hundred fifteen dollars and thirty five cents, evidenced by their bond of even date with said deed, payable on demand with interest from date until paid, said deed being of record in the Clerk's Office of the County of Isle of Wight, State of Virginia, in D. B. 92, page 276, the following described real property, to-wit:

"FIRST: All of that certain tract or parcel of land lying and being in the County of Isle of Wight, State of Virginia, containing thirty acres, and bounded as follows: on the North by the lands of O. P. Jordan's estate; on the East by the lands of Staverty Brown, and on the South by the County road leading from Carrollton to the County wharf.

SECOND: All that certain tract or parcel of land lying and being as aforesaid, containing thirty acres, and bounded as follows: on the West by the lands of W. H. Gale; on the North by the County road leading from Carrollton to the County Wharf; on the East by the lands of Staverty Brown, and on the South by the lands of W. H. Gale.

THIRD: All that certain tract or parcel of land lying and being as aforesaid, containing thirty acres, and bounded as follows: On the South and East by the lands of W. H. Gale; on the West by the lands of Staverty Brown, and on the South by the County road leading from Carrollton to the County Wharf.

FOURTH: All that certain piece or parcel of land lying and being as aforesaid, containing one hundred and ten acres, and bounded as follows: on the East by the lands of Gus Brown; on the South by the lands of W. H. Gale; on the West by the lands of Whitney's estate, and on the North by the lands of Herbert Brown.

That the aforesaid deed of trust contains a recital of the fact that it was given to further secure your complainant's bond upon which his confessed judgment herein described was obtained and that a release of the said deed of trust shall operate as a satisfaction of the said judgment, and, that, the satisfaction of the said judgment shall likewise operate as a release of the said deed of trust.

11. That Staverty Brown, Sr., and Maggie Brown, his wife, Herbert H. Brown and Henrietta Brown, his wife, Staverty Brown, Jr., and Elsie Brown, his wife, Frank L. Brown and Willie Brown, by deed of trust dated the 29th day of June, 1922, recorded in the Clerk's

8.

Office aforesaid, in D. B. 92, page 279, conveyed to R. A. Edwards, trustee, in trust to secure to E. H. Williams, the payment of the sum of \$500.00, upon the property bounded and described as follows:

"The said Herbert H. Brown and Henrietta Brown, his wife, do grant and convey, unto the said trustee, all that certain tract of land lying and being in the County of Isle of Wight, State of Virginia, containing thirty acres, and bounded by the lands of Frank L. Brown et als.

The said Staverty Brown, Jr., and Elise Brown, his wife, and Frank L. Brown convey, unto the said trustee, all of that certain tract of land lying and being in the County of Isle of Wight, State of Virginia, containing one hundred acres, and bounded by the lands of W. H. Gale et als.

The said Willie Brown conveyed, unto the said trustee, all that certain tract of land, situated as aforesaid, containing thirty acres, and bounded by the lands of Frank L. Brown et als.

The said Staverty Brown Sr., and Maggie Brown, his wife, convey all of their interests, of whatsoever nature, in and to all of that certain tract of land lying and being in the County of Isle of Wight, State of Virginia, containing two hundred and twenty acres, more or less, and bounded by the lands of Floyd Batten et als."

This deed of trust seems to constitute a lien upon the thirty acre tract above described in subdivision 7 as belonging to Herbert H. Brown, and upon the thirty acre tract as described in subdivision 6 as belonging to Willie Brown, and appears further to constitute a lien upon the interest of Staverty Brown, Jr., and Frank L. Brown in the tract of land described in subdivision 11 above, specified as 100 acres, together with the life right of Staverty Brown, Sr., and Maggie Brown. therein.

The last paragraph of the description in this deed of trust, your complainant is unable to reconcile with any of the property owned by any of the parties to this suit.

12. That by deed dated the 15th day of January, 1920, and recorded in the Clerk's Office of Isle of Wight County, Virginia, in D. B. 91, page 268, Josephine Moseley, et als, conveyed to Cussie M. Brown, the following real estate:

"All of that certain piece or parcel of land lying being and situate in the County of Isle of Wight, State of Virginia, containing five acres, be the same more or less, and bounded as follows: on the North by the County Road from Carrollton to Isle of

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Wight wharf; on the West by the land of George C. Hill; on the South by the lands of Thomas Q. Gilliam; on the East by the lands of Solomon Foster, dec'd."

That so far as the records show, this piece of property is free from encumbrance.

13. That from the records in the Clerk's Office of the Circuit Court of the County of Isle of Wight, State of Virginia, in addition to your complainant's above judgment, the following judgments appear against the property of the above parties, all of whom are defendants to this cause, to-wit:

a. A judgment in favor of Geo. N. Guy against Herbert Brown and Gus Brown, obtained before M. F. Jordan, a Justice of the Peace for the County aforesaid, on the 5th day of November, 1913, for the sum of seventeen dollars and fifteen cents, with interest thereon from Dec. 1st, 1911, until paid, with two dollars and fifty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 3, page 172;

b. A judgment in favor of J. W. Holloway & Co., against Herbert Brown, obtained before J. W. Stott, a Justice of the Peace for the County aforesaid, on the 5th day of January, 1922, for the sum of seventy six dollars and fifteen cents, with interest thereon from January 5th, 1922, until paid, with three dollars and thirty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 92;

c. A judgment in favor of O. S. Owen against Herbert Brown, obtained before J. W. Stott, a Justice of the Peace for the County aforesaid, on the ____ day of February, 1922, for the sum of forty ~~four~~ dollars and seventy eight cents, with interest thereon from December 10th, 1921, until paid with three dollars and eighty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 100;

d. A judgment in favor of O. S. Betts & Co., against Willie W. Brown, obtained before J. W. Stott, a Justice of the Peace for the County aforesaid, on the 18th day of February, 1922,

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for the sum of thirty six dollars and twenty five cents, with interest thereon from January 1st, 1920, until paid, with three dollars and eighty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 106;

e. A judgment in favor of D. W. Chapman & Co., against Herbert Brown and Henrietta Brown, obtained before J. W. Stott, a Justice of the Peace for the County aforesaid, on the ____ day of _____, 19 __, for the sum of forty two dollars and eighty two cents, with interest thereon from March 6th, 1922, until paid, with four dollars and thirty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 114.

f. A judgment in favor of Geo. W. Delk against Herbert Brown obtained before J. W. Stott, a Justice of the Peace for the County aforesaid, on the 19th day of August, 1922, for the sum of eleven dollars and seventy eight cents with interest thereon from August 1, 1920, until paid, with three dollars and thirty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 129;

g. A judgment in favor of Geo. W. Delk against Willie W. Brown, obtained before J. W. Stott, a Justice of the Peace for the County aforesaid, on the 19th day of August, 1922, for the sum of twenty nine dollars and forty nine cents with interest thereon from December 1st, 1920, until paid, with three dollars and thirty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 129;

h. A judgment in favor of P. D. Gwaltney, Jr., against Willie W. Brown and Gussie Brown, obtained before J. W. Stott, a Justice of the Peace for the County aforesaid, on the 10th day of March, 1923, for the sum of one hundred and fifty dollars with interest thereon from December 1st, 1922, until paid, with three dollars and eighty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 163.

11.

i. A judgment in favor of P. D. Gwaltney, Jr., against Willie Brown, Staverty Brown, Herbert Brown and G. M. Brown, obtained before J. W. Stott, a Justice of the Peace for the County aforesaid, on the 10th day of March, 1923, for the sum of eighty dollars with interest thereon from December 1st, 1922, until paid, with four dollars and eighty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 163;

j. A judgment in favor of E. H. Williams against Herbert Brown, Henrietta Brown, Staverty Brown, St., Henry Pretlow and Maggie Brown, obtained before J. W. Stott, a Justice of the Peace for the County aforesaid, on the 18th day of April, 1923, for the sum of eighty dollars with interest thereon from November 30, 1923, until paid, with five dollars and thirty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 163;

k. A judgment in favor of E. H. Williams against Herbery Brown, Henrietta Brown, G. M. Brown, Staverty Brown, Jr., Frank Brown, Willie Brown, Staverty Brown, Sr., and Maggie Brown, obtained before J. W. Stott, a Justice of the Peace for the County aforesaid, on the 18th day of April, 1923, for the sum of two hundred dollars with interest thereon from June 17th., 1922, with six dollars eighty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 163;

l. A judgment in favor of E. H. Williams against Maggie Brown and Henrietta Brown, obtained before J. W. Stott, a Justice of the Peace for the County aforesaid, on the 18th day of April, 1923, for the sum of one hundred dollars with interest thereon from September 26th, 1922, until paid, with three dollars and eighty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 163;

m. A judgment in favor of C. S. Betts & Co., against Herbert H. Brown and Gussie M. Brown, obtained before J. W. Stott, a Justice of the Peace for the County aforesaid, on the 12th day of

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May, 1923, for the sum of nineteen dollars with interest thereon from December 1st, 1921, until paid, with three dollars and eighty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 168;

n. A judgment in favor of C. S. Betts & Co., against Herbert Brown and Henrietta Brown, obtained before J. W. Stott, a Justice of the Peace for the County aforesaid, on the 12th, day of May, 1923, for the sum of thirty seven dollars and fifty cents with interest thereon from November 24th, 1922, until paid, with three dollars and eighty cents costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 169.

14. That by deed dated January 20, 1915, and duly recorded on the 28th day of January, 1915, in the Clerk's Office of Surry County, Virginia, in D. B. 34, page 785, the following real estate was conveyed by Joseph and Hattie Lue Brown to W. T. Brown and is now owned by him:

"All of a tract of 45 acres of land, in Surry County, Virginia, part of Mill Farm" bounded in the North by the lands of Nathan Brown; East by the lands of Blair Pegram; South by the lands of _____ Barlow; and, West by the lands of Goodman Brown."

So far as your complainant is able to ascertain there is no deed of trust against this piece of property.

15. That by deed dated November 23, 1886, recorded January 27, 1887, in the Clerk's Office of Surry County, Virginia, in D. B. 21, page 675, R. C. Downes, trustee, conveyed to Goodman Brown and Herbert Brown, jointly (this Herbert Brown, however, being a different party to the Herbert H. Brown above named) the following real estate:

"All of that certain tract of land lying and being in the County of Surry, Virginia, adjacent to the lands of _____, et als, containing 195 acres, except 12 $\frac{1}{2}$ acres which was properly released to Sallie Watkins."

Jointly with the said Herbert Brown it now seems that the said Goodman Brown owns a one-half undivided interest in 105 acres and though the records are not definite and certain a deed of trust appears of record in said Clerk's Office in T. D. B. 5, page 372,

13.

dated March 19, 1913, and recorded December 20, 1913, to A. S. Edwards, trustee, securing the Battery Park Lumber Company the sum of \$99.88 which appears to have been a lien against this property though Goodman Brown has informed your complainant that this deed of trust has been paid.

A proper description of the 105 acres jointly owned by Goodman Brown and Herbert Brown will have to be obtained by the commissioner of the Court, it not appearing of record.

16. That by deed of partition between Herbert Brown, in which his wife, Frances Brown, joined, and Goodman Brown, dated February 22, 1921, and duly recorded in the Clerk's Office of Surry County, Va., February 29, 1921, in D. B. 32, page 724, Goodman Brown appears to own the following property:

"All of that certain lot, tract or parcel of land lying, being and situate in Cobham Magisterial District, Surry County, Va., bounded on the North by the lands of Herbert Brown, W. R. Banks and K. H. Banks; on the East by the land occupied by Monroe Harris; on the South by the land of K. H. Banks and the road bed of Surry, Sussex & Southampton Co. Lumber R. R.; and, on the West by the land of Herbert Brown containing 48 acres, more or less, being a portion of the land which was granted and conveyed to the said Goodman Brown and Herbert Brown by R. O. Downes."

That by deed of trust dated February 17, 1921, and recorded in the Clerk's Office of said Surry County, in T. D. B. 7, page 773, the said Goodman Brown and his wife appear to have conveyed this parcel of property to A. W. Bohannon, trustee, in trust to secure the sum of \$534.51 to the holder of "the following described note" and your complainant believes the Bank of Surry, Inc., Surry, Virginia, now holds this claim, the balance due on which is unknown.

Your complainant believes that this tract of land is the same referred to on the land books of Surry County as 49 $\frac{1}{2}$ acres owned by Goodman Brown.

17. By deed of partition between Josephine Brown and Goodman Brown, dated February 21, 1881, recorded February 29, 1881, in D. B. 16, page 269, in the Clerk's Office of Surry, Virginia, Goodman Brown received the following property:

"All of a tract of 111.91 acres in Surry County, Virginia,

14.

part of 'New Hope Farm', lying on the left side of the public road leading from Alliance to Cobham Wharf, and bounded and described in a plat thereof, made by W. M. Morrison, as follows: Beginning at a cedar post on the said road and running S. 56° E. by a holly, a pine, a gum, etc., to a cedar post in the _____ Creek; thence by the said Creek, in an easterly direction to where a small creek empties into the same; thence by the said smaller Creek in an easterly direction between the said land and the land of Younglove, to a cypress; thence by a line marked trees running parallel to the line last mentioned above to a cedar post on the public road aforesaid; thence along the said road in a southerly direction to the point of beginning."

The land book charges Goodman Brown with 111 9/10 acres which your complainant presumes alludes to this tract though he is not certain.

By deed of trust dated February 11, 1914, recorded February 13, 1914, in T. D. B. 5, page 424, Goodman Brown appears to have given a deed of trust to Oscar L. Shewmake, securing \$2000.00 to C. H. Gwaltney, of Surry, Virginia, covering a description, first, - upon 90 acres of land, and, second, upon 10 acres, described as separate tracts, being adjacent to each other and your complainant assumes but does not know that the description in this deed of trust covers the parcel of land described above in this subdivision of his bill.

By deed dated February 24, 1919, recorded February 25, 1919, in T. D. B. 7, page 214, Goodman Brown and Mary Brown conveyed this tract in trust to secure to B. C. Berryman the sum of \$2000.00 evidenced by 5 bonds of even date herewith being each for \$400.00, payable to B. C. Berryman one, two, three, four and five years respectively after date.

A deed appears of record in the Clerk's Office of Surry County, dated ____ day of _____, _____, from Goodman Brown and wife to Chester A. Brown conveying to the said Chester A. Brown 40 acres of land therein described which your complainant presumes constitutes a part of this tract of land but that fact cannot be definitely ascertained except by inquiry which can only be appropriately done through a commissioner of the Court.

The said Chester A. Brown and wife, by deed of trust

15.

dated January 1, 1920, recorded January 27, 1920, in said Clerk's Office in D. B. 7, page 741, conveyed this property so sold and conveyed to him by Goodman Brown and wife, to A. S. Edwards, trustee, in trust to secure Goodman Brown the sum of \$2650.00 which sum of money your complainant believes has been applied to the foregoing deeds of trust of the aforesaid Goodman Brown thereby curtailing them to that extent.

18. That affecting the property above alluded to as having been conveyed by Goodman Brown and wife to Chester A. Brown, the significance of which your complainant does not understand, C. H. Gwaltney, Goodman Brown and Mary T. Brown, his wife, by a writing purporting to be a release deed dated February 21, 1924, and recorded in the Clerk's Office of said Surry County, Virginia, on the 3rd of March, 1924, in R. D. B. 1, page 495, which was quite a while after an abstract of your complainant's judgment had been docketed in said Surry County, attempted to release liens held by them and to effectuate a first lien in favor of the Federal Land Bank of Baltimore, though the Federal Land Bank of Baltimore appears to have no lien against said property. This transaction is not understood by your complainant and all parties in interest have been and are being made defendants hereto for the purpose of inquiry and to the end that this Court may have jurisdiction of them for the purpose of entering any decree which may become necessary to the protection of your complainant's rights.

19. That from the records in the Clerk's Office of the Circuit Court of Surry County, Virginia, in addition to your complainant's above judgment the following judgment liens appear against the property of the above parties, all of whom are defendants to this cause, to-wit:

~~a. A judgment in favor of Agnes L. Turner and Isabel Risen against Goodman Brown, R. T. Brown and W. T. Brown, on the 15th day of July, 1904, for the sum of \$276.55, with interest~~

16.

thereon from December 1, 1901, until paid, with \$8.60 costs, same being of record in the Clerk's Office aforesaid in J. D. 3, page 15.

~~b. A judgment in favor of C. H. Bell, trading as C. H. Bell & Co., against Goodman Brown, Simon Smith, J. R. Allen, and W. T. Brown, partners in business under the name and style of Goodman Brown & Co., on June 13, 1905, for the sum of \$184.86, with interest thereon from October 10, 1904, until paid, with \$8.83 costs, same being of record in the Clerk's Office aforesaid in J. D. 3, page 17, the following notation appears on record: "Satisfied as far as this judgment affects the land or property of Goodman Brown."~~

c. A judgment in favor of W. M. Crumpler against Staverty Brown, Sr., Herbert H. Brown, Willie W. Brown, Susie M. Brown, W. T. Brown, Goodman Brown, Henrietta Brown, Maggie Brown, Elvey Brown, H. Elise Brown and Frank Brown, on the 6th day of July, 1922, for the sum of \$815.35, with interest thereon from May 10, 1922, until paid, with \$6.95 costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 63.

d. A judgment in favor of Geo. W. Delk against W. T. Brown and Robert Smith, obtained before J. R. Barham, a Justice of the Peace for the County aforesaid, on the May 17, 1922, for the sum of \$33.03, with interest thereon from May 17, 1922, until paid, with \$3.05 costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 78.

e. A judgment in favor of W. F. Rife against Goodman Brown, Jr., obtained before J. R. Barham, a Justice of the Peace for the County aforesaid, on November 13, 1922, for the sum of \$15.50, with interest thereon from October 1, 1922, until paid, with \$3.05 costs, same being of record in the Clerk's Office aforesaid in J. D. 4, page 76.

f. A judgment in favor of Smithfield Hay & Grain Feed Co., against W. T. Brown, obtained before J. R. Barham, a Justice of the Peace for the County aforesaid, on February 28, 1923, for the

17.

sum of \$30.00, with interest thereon from February 28, 1923, until paid, with \$4.10 costs, same being of record in the Clerk's Office aforesaid in J. D. _____, page _____.

g. A judgment of Geo. W. Delk against W. T. Brown and Herbert Smith, obtained before J. R. Barham, a Justice of the Peace for the County aforesaid, on May 17, 1922, for the sum of \$33.03, with interest thereon from May 17, 1922, until paid, and \$3.05 costs, same being of record in the Clerk's Office aforesaid in J. D. _____, page _____; dated February 24, 1923.

20. That your complainant believes and so alleges that a great many of the liens foregoing have been paid and should be released while a great many, if not all of the others, have been curtailed to a considerable extent.

21. That Maggie Brown and Minnie Brown herein frequently referred to is the same individual, and that the names Staverty Brown, Stavity Brown and Stafferny Brown all allude to the same individual, Staverty Brown, Sr.

In tender consideration whereof and forasmuch as your complainant is remediless in the premises, save by the aid of a Court of equity where matters of this and particularly the enforcement of judgments against real estate are alone and properly cognizable, your complainant prays that Staverty Brown, Sr., and Maggie Brown, his wife; Gus M. Brown and Elvey Brown, his wife; Herbert H. Brown and Henrietta Brown, his wife; Willie W. Brown and Susie L. Brown, his wife; Staverty Brown, Jr., and Elise Brown, his wife, Minnie L. Pierce and Louis L. Pierce, her husband; W. T. Brown; Goodman Brown; Stella M. Brown; Frank L. Brown; J. W. Holloway; O. S. Owen; D. W. Chapman; Geo. W. Delk; P. D. Gwaltney, Jr; E. H. Williams; Geo. N. Guy; Bank of Smithfield, a banking corporation; R. A. Edwards, trustee; Geo. F. Whitley, trustee; M. Anderson Maxey, trustee; J. W. Luter, trustee; John I. Cofer, trustee; C. S. Betts; A. S. Johnson, trustee; ~~Agnes L. Turner;~~ ~~Isabel nison;~~ ~~C. H. Bell, trading as C. H. Bell & Co.,~~ Bank of

18.

Surry; B. C. Berryman; A. W. Bohannon, trustee; A. S. Edwards, trustee; O. L. Showmake, trustee; W. F. Rife; Smithfield Hay & Grain Feed Co; Federal Land Bank of Baltimore; Basil Bailey and R. H. Mann may be made parties defendant to this bill and required to answer the same but answers under oath are waived; ~~that process be now issued against the defendants Agnes L. Turner; Isabel Rison; C. H. Bell, trading as C. H. Bell & Co.; Bank of Surry; B. C. Berryman; A. W. Bohannon, trustee; A. S. Edwards, trustee; O. L. Showmake, trustee; W. F. Rife; Smithfield Hay & Grain Feed Co.; Federal Land Bank of Baltimore; Basil Bailey and R. H. Mann so that this cause may be matured as to them, they not having been made defendants in the memorandum for this suit and therefore not having heretofore been served with process;~~ that an order of publication be had against any of the foregoing defendants upon whom service of process cannot be obtained and whom now or later may appear to be non-residents of the State of Virginia; that the liens whether by deed of trust or judgment against any of the parties responsible to the complainant and the amounts thereof be ascertained and determined; that the assets of all defendants responsible to your complainant be marshalled and the dignity and priority of all liens against all assets be established and determined; that all of the defendants who shall appear have liens against any of the assets of any of the parties so responsible to your complainant be required to render an accounting of the amount due and owing to them as of this date and that all of the defendants hereto be required to respond to and answer any interrogatories which may be propounded to them either in Court, before a Commissioner, or otherwise by inquiry; that the validity of all such liens aforesaid be determined and established; that all of said defendants so responsible to your complainant be required to disclose under oath all other assets, if any, they own which might be subjected to the end of satisfying your complainant's judgment aforesaid; that the real estate hereinabove described and any other assets which may

19.

be, through the conduct of this cause, discovered as belonging to those defendants so responsible to your complainant may be sold and the proceeds of sale applied in satisfaction of the liens against said assets in their correct order of priority and that all or sufficient of said assets so disclosed herein or which may be discovered in the conduct of this cause may be applied to said liens until the lien of your complainant has been satisfied and further until the lien of any other creditor who may come in and share his proportion of the cost of conducting this suit has been satisfied; that particularly Goodman Brown be required to account for, exhibit to the Court, or deliver specifically that certain deed of trust mentioned in Section 17 above, given by Goodman Brown to Oscar L. Shewmake, securing to C. H. Gwaltney the sum of \$2000.00 be declared void for insufficient description of the real estate mentioned therein and that the cloud occasioned by said deed of trust be removed from the said real estate of the said Goodman Brown; that the Court require all parties whose duty it is to do so to release of record any lien affecting any of the assets above or later herein discovered which it may appear in the conduct of this cause has been paid or satisfied but which has not, in fact, been so released; that all proper orders and decrees may be made and proper inquiries may be directed inclusive of ascertaining which of the liens aforesaid waive the homestead exemption; and that all such other, further and general relief may be afforded your complainant and those who may come in as additional creditors as his or their case may require or as to equity shall seem meet.

And your complainant will ever pray, etc.

William M. Crumpler.

Johnson & Stephens, P. G.

Virginia: Circuit Court of the
County of Isle of Wight.

William M. Crumpler etc.,
v). Chancery No. 435.
Staverty Brown, Sr., et als.

Bill of Complaint.

*See
Bill indorsment
within.*

JOHNSON AND STEPHENS
ATTORNEYS AT LAW
ISLE OF WIGHT C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

Commonwealth of Virginia:

To the Sheriff of Surry County- Greeting:

We command you that you summon

~~G. H. Bell trading as G. H. Bell & Co.~~ Bank of Surry County; B. C. Berryman; A. W. Bonhannan, trustee; Mrs. A. S. Edwards, administrator of the estate of A. S. Edwards, trustee; W. F. Rife; Federal Land Bank of Baltimore; and, Basil Bailey.

to appear at the clerk's office of the circuit court of the county of Isle of Wight at the Rules to be holden for the said court on the Third Monday in October 1924, to answer a bill in chancery exhibited against them et als in our said court by

***** Wm. M. Crumpler *****

And have then and there this writ.

Witness, R. A. Edwards, clerk of our said court, at the courthouse, this 27th day of March 1924, and in the 149th year of the Commonwealth.

R. A. Edwards Clerk.

Wm. M. Crumpler

v,
C. H. Bell et als

2nd Oct. Rules 1924

Ret. entered & filed.

Na Exam or. alty.

Original

October 11th 1924.

Executed by delivering a
true copy of the within
summons to A. W. Bohannon
President of Bank of Surry County,
E. E. West, President of Federal
Land Bank in Surry County;
B. C. Berryman and A. W.
Bohannon, Trustees.

C. H. Bell, Mrs. A. S. Edwards
W. F. Rife and Basil Bailey
have not been found in
any county of Surry.

D. D. Edwards,
Sheriff of Surry County.

A. S. Johnson

Isle Wight C. H.

Attorney At Law.

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon

Lucile W.
Mrs. ~~A. S.~~ Edwards, administrator of the
estate of ~~A. S.~~ Edwards, trustee.

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

***** Wm. M. Crumpler *****

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this 27th. day of April, 1924, and in
the 149th. year of the Commonwealth.

R. A. Edwards Clerk.

I hereby accept legal and
sufficient service of the
within process.

~~(Mrs)~~ Sucile W. Edwards,
Administratrix.

2nd Apr. Rules.
Ret. sent & filed.

A. A. Spencer.
clerk.

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon

O. L. Shewmake, trustee.

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

***** Wm. M. Crumpler *****

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this 27th., day of March, ..., 1924., and in
the 149th., year of the Commonwealth.

R. A. Edwards Clerk.

here and legal service
of the within summons is
hereby acknowledged and
accepted.

Oliver S. Shumaker, Trustee

2nd Apr. 1924
Ret. sent & filed

N. A. Shumaker.
clerk

I hereby accept legal
and sufficient service of
the within process.

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ^{Surry} ~~ISLE OF WIGHT~~ COUNTY—Greeting:

We command you that you summon Staverly Brown Sr, Maggie Brown, Gus M. Brown, Elvie Brown, Herbert H. Brown, Henrietta Brown, Willie W. Brown, Susie L. Brown, Staverly Brown Jr, Elise Brown, Minnie L. Pierce, Louis L. Pierce, W. T. Brown, Goodman Brown, Stella M. Brown, Frank L. Brown, J.W. Holloway, O. S. Owens, D. W. Chapman, George W. Delk, P. D. Gwaltney Jr, E. H. Williams, George N. Guy, Bank Of Smithfield, ~~R. A. Edwards~~, R. A. Edwards, Trustee, George F. Whitley, Trustee, M. Anderson Maxie, Trustee, J. W. Luter, Trustee, John I. Cofer, Trustee,

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

;;;;;;;;;W. M. Crumpler;;;;;;;;;

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-house, this 27th day of March, 192~~4~~, and in the 148th year of the Commonwealth.

R. A. Edwards Clerk.

70.00
14.75
5.25
1.25
73.25

Sunny day
2

W. M. Crumpler,

Virginia Chancery No.

Staverty Brown et als.,

ORIGINAL SUBPOENA.

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

(2nd Apr Rules 1924

Returned, entered and filed.

Teste:

N. C. Eames Clerk

To Second April Rules.

Johnson & Stevens...p.q.

Executed by serving a copy
of the within Subpoena on
Woodman Brown and
W. F. Brown.

W. L. West, Deputy Shff.

O. H. Edwards, Shff

April 2nd 1924.

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon Staverty Brown Sr, Maggie Brown,
Gus M. Brown, Elvie Brown, Herbert H. Brown, Henrietta Brown, Willie
W. Brown, Susie L.^x Brown, Staverty Brown Jr, Elise Brown, Minnie^x L.
Pierce, Louis L.^x Pierce, W. T.^x Brown, Goodman^x Brown, Stella^x M. Brown,
Frank L. Brown, J.W. Holloway, O. S. Owens, D. W. Chapman, George W.
Delk, P. D. Gwaltney Jr, E. H. Williams, George N. Guy, Bank Of Smith-
field, ~~R. A. Edwards~~, R. A. Edwards, Trustee, George F. Whitley, Trustee,
M. Anderson Maxie, Trustee, J. W. Luter, Trustee, John I. Cofer, Trustee,
C. S. Betts, A. S. Johnson

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
____Third____Monday in____April____, 1924____, to answer a bill
in chancery exhibited against____them____in our said Court by

;;;;;;;;;;W. M. Crumpler;;;;;;;;;;

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this____27th____day of____March____, 1924____, and in
the____148th____year of the Commonwealth.

R. A. Edwards Clerk.

I received the within Subpoena on the 5th day of April 1924
 by arriving a true copy of same on & County Brown in
 Maggie Brown, her Mr. Brown, Eliza Brown, Herbert H
 Brown, (Married) Brown, William Brown, Frank & Brown
 + Eliza Brown in Person in the County of Isle of Wight
 at the residence of the said Eliza Brown in the County of Isle of Wight
 & executed the within Subpoena in the 8th day of April 1924
 by arriving a true copy of same on her grade Eliza Brown
 in Person in the County of Isle of Wight at the residence of the said Eliza Brown
 by arriving a true copy of same on her grade Eliza Brown
 in Person in the County of Isle of Wight at the residence of the said Eliza Brown

W. M. Crumpler.,
 Virginia Chancery No.
 Staverly Brown et al.
 ORIGINAL SUBPOENA.
 VIRGINIA, Clerk's office of the Circuit
 Court of the County of Isle of Wight:
 (2nd. Apr Rule 92 4
 Returned, entered and filed.
 Teste:
 R. H. Edwin D. Clerk
 To Second April Rules.
 Johnson & Stevens P.O.

We, the undersigned, hereby acknowledge good, sufficient and legal service on the within process:

1. Wm. D. Sample
2. John D. Sample
3. J. W. Luter, trustee.
4. Geo. N. Guy
5. G. J. Betty
6. O. H. Owen
7. John Dell
8. Geo. D. Betty, Trustee.
9. Est. Williams
10. Geo. Chapman by Est. Williams aty
11. J. W. Holloway by Johnson Stephens, aty.
12. W. F. Rife, by " "
13. P. D. Gwaltney, Jr. " "
14. M. Anderson, Trustee
15. A. D. Johnson, Trustee
- 16.

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon Basil Bailey,

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
____Fourth____Monday in____October____, 1924____, to answer a bill
in chancery exhibited against ~~him et als~~ in our said Court by

W. M. Crumpler-----

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this____21st____day of____October____, 1924____, and in
the____149th____year of the Commonwealth.

R. A. Edwards Clerk.

W. M. Crumpler

vs } Chancery.

Basie Bailey et al.

3rd Oct 1924

Att. int & filed

1924

Basie Bailey
vs
W. M. Crumpler
D. C.

D. C. for Chg to Thomas & Co.

VIRGINIA:

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

William M. Crumpler

vs.

Goodman Brown et als.

The answer of B. C. Berryman to a bill of complaint filed against him and others in the Circuit Court of Isle of Wight County by William M. Crumpler complainant.

This respondent reserving to himself the benefit of all just exceptions, to the said bill of complaint, for answer thereto, or to so much thereof as he is advised that it is material he should answer, answers and says: 1st. That Goodman Brown and Mary T. Brown his wife by a Deed of Trust dated the 24th day of February 1919, for the consideration of Five (\$5.00) Dollars, conveyed to A. S. Edwards Trustee with general warranty all of the tract of One Hundred Eleven (111.91) and ninety one one hundredths acres of land in Surry County Virginia, part of "New Hope Farm", lying on the left side of the public road leading from Alliamce to Cobham Wharf and bounded and described in a plat thereof made by W. W. Morrison Surveyor, on September the 18th, 1912, which Trust Deed is recorded in the Clerk's office of the Circuit Court of Surry County Virginia in Trust Deed Book No. 7 at page 214, to which deed reference may be had for a further description.

2nd. That said property was conveyed in Trust to secure in the first place all costs and expenses attending the execution of this trust inclusive of a commission of five per cent on the gross proceeds of sale to the Trustee, should sale be made under this Deed and then to secure B. C. Berryman, payment of the sum of \$2000.00 evidenced by five bonds of even date herewith, executed by the said Goodman Brown, and each being for the payment of the sum of \$400.00, to said B. C. Berryman or order, one, two, three, four and five years after date with interest from date, the interest payable annually on February the 24th, and containing a waiver of the homestead exemption.

3rd. That the said Deed of Trust was recorded in said office on the 25th day of February 1919, and that the said amounts secured thereby remain unpaid, and that the above described property, is subject to the lien thereon, and above described, before it can be subjected to the payment of any other liens.

And now having fully answered the complainants bill this respondent prays to be hence dismissed with reasonable costs by him in this behalf expended.

B. C. Benjamin
By Counsel.

T. N. Crymes, counsel.

William M. Crumpler
vs. Answer.
Goodman Brown et als.

3rd Oct - Nov 1924.
Fair

T. N. Crymes,
Attorney At Law,
Surry, Virginia.

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

William M. Crumpler, who sues, etc.,

v) Chancery. No. _____

Minnie L. Pierce, Louis L. Pierce,
Stella M. Brown and Susie L. Brown,
and others.

The object of the above styled suit is to have a report of the liens against the real estate of Staverty Brown, Sr., Herbert Brown, W. W. Brown, G. M. Brown, W. T. Brown, Goodman Brown, Henrietta Brown, Maggie Brown, Elvey Brown, H. E. Brown and Frank Brown, and to enforce the lien of a certain judgment obtained, by confession, in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Virginia, on the 10th. day of May, 1922, by William M. Crumpler against the said Staverty Brown, Sr., Herbert Brown, W. W. Brown, G. M. Brown, W. T. Brown, Goodman Brown, Henrietta Brown, Maggie Brown, Elvey Brown, H. E. Brown and Frank Brown.

And the said Minnie L. Pierce, Louis L. Pierce, Stella M. Brown and Susie L. Brown appearing to have an interest in the real estate of the said parties, or some of them, it is ordered that they do appear in the Clerk's Office of the Circuit Court of the said County of Isle of Wight, Virginia, within ten days after due publication hereof, and do what is necessary to protect their interests.

A copy,

Teste, R. A. Edens Clerk.

Johnson & Stephens, p.q.

(over)

Virginia; Clerks Office Of The Circuit Court of the County of Isle Of Wight
Of Wight. March 27th, 1924.

The attached order was this day filed in this office, a copy of same posted at the Court House door of said County, a copy mailed to each of the non-resident defendants as shown by said affidavit, and a copy mailed to the Smithfield Times, a news paper having general circulation in the county, for publication as the law directs.

R. H. Edwards Clerk.

1
Virginia: Circuit Court of
Isle of Wight County.

William M. Crumpler

v) Chancery. No. 432

Staverty Brown et als.

*Memorandum, and affi-
davit for Order Public
Cation.*

Filed Mar. 27th 1924

*John R. Edwards
cl*

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT, C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

William M. Crumpler, on behalf of himself
and all other lien creditors of Staverty
Brown, Sr., Herbert Brown, W. W. Brown,
G. M. Brown, W. T. Brown, Goodman Brown,
Henrietta Brown, Maggie Brown, Elvey Brown,
H. E. Brown, and Frank Brown, who shall
come in and contribute to the costs of
this suit:

v) Chancery. No. 435

Staverty Brown, Sr. and Maggie Brown, his wife:
Gus M. Brown and Elvey Brown, his wife:
Herbert H. Brown and Henrietta Brown, his wife:
Willie W. Brown and Susie L. Brown, his wife:
Staverty Brown, Jr. and Elise Brown, his wife:
Minnie L. Pierce and Louis L. Pierce, her husband:
W. T. Brown:
Goodman Brown:
Stella M. Brown:
Frank L. Brown:
J. W. Holloway:
O. S. Owen:
D. W. Chapman:
Geo. W. Delk:
P. D. Gwaltney, Jr:
E. H. Williams:
Geo. N. Guy:
Bank of Smithfield, a banking corporation:
R. A. Edwards, trustee:
Geo. F. Whitley, trustee:
M. Anderson Maxey, trustee:
J. W. Luter, trustee:
Jno. I. Cofer, trustee:

C. S. Brills

G. S. Johnson, M. S. Lu

Issue summons for the defendants to answer a bill in
chancery to be filed against them at Second April Rules, 1924.

Susie L. Brown, Minnie L. Pierce, Louis L. Pierce,
and Stella M. Brown are non residents. Affidavit for order
of publication as to them, is filed herewith.

All of the other defendants are residents of the
County of Isle of Wight except W. T. Brown and Goodman Brown,
who are residents of Surry County.

Johnson & Stephens, p.q.

Have processes sent to us, please.

J. & S.

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

William M. Crumpler

v) Chancery. No. _____

Staverty Brown, Sr: Maggie Brown: Gus M. Brown: Elvira Brown:
Herbert H. Brown: Henrietta Brown: Willie W. Brown: Susie L.
Brown: Staverty Brown, Jr: Elise Brown: Minnie L. Pierce: Louis
L. Pierce: Stella M. Brown: Frank L. Brown: J. W. Holloway & Co.
O. S. Owen: D. W. Chapman & Co: Geo. W. Delk: P. D. Gwaltney, Jr:
E. H. Williams: Geo. N. Guy: Bank of Smithfield: R. A. Edwards,
trustee: Geo. F. Whitley, Trustee: M. Anderson Maxey, trustee:
J. W. Luter, trustee: Jno. I. Cofer, trustee:

This day personally appeared before me, A. S. Johnson,
a Commissioner in Chancery for the Circuit Court of the County
of Isle of Wight, State of Virginia, Wm. M. Crumpler, and made
oath that Minnie L. Pierce, Louis L. Pierce, Susie L. Brown and
Stella M. Brown are not residents of the State of Virginia. The
last known address of the said Minnie L. Pierce, Louis L. Pierce
and Stella M. Brown was 71 Englewood Avenue, Englewood, N.J.; and
that of Susie L. Brown was Blue Ridge Summit, Penna.



Commissioner in Chancery.

Virginia; Clerks office of the circuit court of the County of ISLE OF
WIGHT: MARCH 27th 1924.

The foregoing order was this filed in this office, a copy thereof
posted at the door of the Court House of this County, a copy mailed to
each of the within named non-resident defendants at the addresses given
and a copy mailed to the Smithfield Times, a newspaper having general cir-
culation in this County, for publication as the law directs.



Clerk.

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

William M. Crumpler, who sues, etc.

V) Chancery. No _____

Minnie L. Pierce, Louis L. Pierce,
Stella M. Brown and Susie L. Brown,
and others.

The object of the above styled suit is to have a report of the liens against the real estate of Staverty Brown, Sr., Herbert Brown. W. W. Brown, G.M. Brown, W. T. Brown, Goodman Brown, Henrietta Brown, Maggie Brown, Elvey Brown, H. E. Brown and Frank Brown, and to enforce the lien of a certain judgment obtained, by confession, in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Virginia, on the 10th day of May, 1922, by William M. Crumpler against the said Staverty Brown, Sr, Herbert Brown, W.W.Brown, G.M. Brown, W.T. Brown, Goodman Brown, Henrietta Brown, Maggie Brown, Elvey Brown, H. E. Brown and Frank Brown.

. And the said Minnie L. Pierce, Louis L. Pierce, Stella M. Brown and Susie L. Brown, appearing to have an interest in the real estate of the said parties, or some of them, it is ordered that they do appear in the Clerk's Office of the Circuit Court of the said County of Isle of Wight, Virginia, within ten days after due publication hereof, and do what is necessary to protect their interests.

A Copy,

R. A. Eason Clerk

Johnson and Stephens. p. q.

4
Virginia: Circuit Court
of Isle of Wight County,

Wm. M. Crumpler, etc.

v) Chancery. No. 435

Staverty Brown, et als.

Copy of Order of Publication.

A. S. JOHNSON
ATTORNEY AT LAW
ISLE OF WIGHT, C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

4 1/2

W^m M. Loxton et al
n of Chancery 435
Sturges & Paine. In et al

Certificate of printer in
order of publication

The Smithfield Times

W. F. BENNETT, Editor and Publisher

Devoted to the Interests of Isle of Wight County

SMITHFIELD, VA., April 29, 1924

Virginia: In The Clerk's Office
Of The Circuit Court Of The
County Of Isle Of Wight.

William M. Crumpler, who
sues, etc.

V) Chancery.

Minnie L. Pierce, Louis L.
Pierce, Stella M. Brown
and Susie L. Brown and
others.

The object of the above styled
suit is to have a report of the
liens against the real estate of
Staverty Brown, Sr., Herbert
Brown, W. W. Brown, G. M.
Brown, W. T. Brown, Goodmar
Brown, Henrietta Brown, Mag-
gie Brown, Elvcy Brown, H. E.
Brown, and Frank Brown, and
to enforce the lien of a certain
judgment obtained, by confes-
sion, in the Clerk's Office of the
Circuit Court of the County of
Isle of Wight, Virginia, on the
10th day of May, 1922, by William
M. Crumpler against the said
Staverty Brown, Sr., Herber
Brown, W. W. Brown, G. M.
Brown, W. T. Brown, Goodmar
Brown, Henrietta Brown, Mag-
gie Brown, Elvcy Brown, H. E.
Brown and Frank Brown.

And the said Minnie L. Pierce,
Louis L. Pierce, Stella M. Brown,
and Susie L. Brown appearing
to have an interest in the rea-
estate of the said parties, or
some of them, it is ordered that
they do appear in the Clerk's
Office of the Circuit Court of
the said County of Isle of Wight
Virginia, within ten days after
due publication hereof, and do
what is necessary to protect
their interests.

A Copy,

R. A. EDWARDS, Clerk

Johnson and Stephens, p. q.

I, W. F. Bennett, editor of
the Smithfield Times, do hereby
certify that the order of which
the annexed is a copy, has been
duly published in The Smithfield Times
as proscribed by law for four issues,
beginning April 4, 1924 and ending April
25, 1924.

W. F. Bennett
Editor

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

William M. Crumpler, etc .

v) Chancery. No. 435. Report of Commissioner in Chancery.

Staverty Brown, Sr., et als.

To Honorable Benjamin Dey White,

Judge of the Circuit Court of the County of Isle of
Wight, State of Virginia.

The undersigned, one of the Commissioners in Chancery of the Circuit Court of the County of Isle of Wight, State of Virginia, to whom has been referred the papers in the above entitled cause, now pending in said court, for the execution of a decree entered therein on the 3rd. day of November, 1924, respectfully reports to the court:

That on the 18th. day of November, 1924, he issued notices to all the parties to this cause that he would, on the 14th. day of November, 1924, proceed to execute the said decree, which notices have been served upon the said parties and are herewith returned.

That at the time and place named in said notices he attended, and then and there took the evidence of W. R. Norsworthy, A. O. Chanell and W. J. Daniel, which evidence was reduced to writing and is herewith returned as a part of this report.

That from the evidence so taken, from the records filed in the Clerk's Office of this court, and from the pleadings in this cause, the commissioner is informed and reports as follows, to-wit:

That the said Staverty Brown, Sr. is now dead. That

at the time of the institution of this suit, he was seized and possessed of a life estate in a certain tract, piece or parcel of land, situate, lying and being in the County of Isle of Wight, State of Virginia, containing, according to the Land Book of said County, one hundred and twelve and a half acres, and according to certain deeds of record in said Clerk's Office, one hundred and ten acres, bounded North by the land of Herbert H. Brown, East by the land of Gus M. Brown, South by the land of W. H. Gale, and West by the land of the Whitney estate. The said life estate is now terminated. The remainder in this tract of land is in Minnie L. Pierce, Staverty Brown, Jr., Stella M. Brown, and Frank L. Brown, subject to the life estate therein of Maggie L. Brown.

That J. F. Whitney, by his deed bearing date January 6th., 1896, of record in said Clerk's Office in Deed Book No. 61, page 238, conveyed to Staverty Brown and Minnie Brown, (sometimes called Maggie Brown, and the wife of Staverty Brown, as appears from numerous records filed in said Clerk's Office) all that certain tract or parcel of land lying and being in Newport District, County of Isle of Wight, State of Virginia, known as the Carrollor Whitney farm, bounded as follows: On the North by the lands of J. W. Jordan; on the East by the land of Joel Johnson; on the South by the land of J. F. Whitney; and on the West by the lands of Arabella Bunkley's estate; containing, by estimation, one hundred and twelve and one half acres.

That by their deed bearing date October 18th. 1901, and of record in said Clerk's Office in Deed Book No. 68, page 11, John R. Gilliam and others conveyed to said Staverty Brown, sometimes called Stafeny Brown, and so called in said deed, all that certain tract or parcel of land, situate, lying and being in the County of Isle of Wight, State of Virginia, containing seventy

six acres, more or less, bounded as follows: On the North by the Rascoe Neck public road; and J. F. Whitney; on the East by the lands of T. Q. Gilliam's estate; on the South by the lands of J. W. Jordan; on the West by the lands of T. G. Gilliam's estate.

This gives to Staverty Brown, according to the estimation contained in the said deeds, an aggregate of one hundred and eighty eight and a half acres.

(Lien No. 1). Staverty Brown and Minnie Brown, his wife, sometimes called Maggie Brown, on the 9th. day of July, 1910, ^{by deed} entered of record in the Clerk's Office of said County, on the 13th. day of July, 1910, in Deed Book No. 78, page 300, conveyed to George F. Whitley, trustee, in trust to secure to J. W. Holloway the payment of the sum of twenty three hundred and fifty four dollars, evidenced by bond of same date as the said deed, payable one year after date, the two tracts of land above mentioned. Your Commissioner is advised that this bond is now held by P. D. Gwaltney, Jr., of the town of Smithfield, Virginia. The amount now due upon said bond is about eighteen hundred dollars.

Staverty Brown and Maggie Brown, his wife, by their deed bearing date March 10th., 1919, and which is entered of record in said Clerk's Office in Deed Book No. 89, page 138, on the 13th. day of March, 1919, conveyed to Willie W. Brown "all that certain tract or parcel of land lying and being in the County of Isle of Wight and State of Virginia, containing thirty acres, together with the appurtenances thereto belonging, and bounded as follows: On the North by the land of O. P. Jordan's estate; on the East by Staverty Brown; on the South by the County Road leading from Carrollton to Isle of Wight Wharf; on the West by the Matthews estate.

Staverty Brown and wife, Maggie Brown, by their deed bearing date the 10th. day of March, 1919, and which is entered of record in the said Clerk's Office in Deed Book No. 89, page 137, on the 13th. day of March, 1919, conveyed to Herbert H.

Brown, all that certain tract or parcel of land lying and being in the County of Isle of Wight, State of Virginia, containing thirty acres, together with the appurtenances thereto belonging, bounded as follows: on the North by the county road from Carrollton to Isle of Wight County Wharf; on the East by the lands of Staverty Brown; on the South by the lands of W. H. Gale, and on the West by the lands of W. H. Gale:

Staverty Brown and Maggie Brown, his wife, by their deed bearing date March 10th. 1919, and which is entered of record of the Clerk's Office aforesaid in Deed Book 89, page 140, on the 13th. day of March, 1919, conveyed to Gussie M. Brown (he being the same party named as a defendant in this suit as Gus M. Brown) all that certain tract or parcel of land, containing thirty acres, together with the appurtenances thereto belonging, and bounded as follows: On the North by the land of O. P. Jordan's estate; on the East by the land of W. H. Gale; on the South by the county road from Carrollton to Isle of Wight County Wharf; on the West by the land of Staverty Brown.

The three tracts immediately preceeding are taken from the land of Staverty Brown, but there is no indication in the deeds, any of them, whether these several tracts are taken from the 112 $\frac{1}{2}$ acre tract or the 76 acre tract, or both. All of them are conveyed subject to the deed of trust against Staverty Brown, aforesaid, though no mention of that deed of trust appears in any of the deeds for the several tracts to said Willie W. Brown, Herbert H. Brown and Gus M. Brown.

Staverty Brown and Maggie Brown, his wife, by their deed bearing date the 15th. day of March, ¹⁹¹⁹~~1924~~, and entered of record in said Clerk's Office in Deed Book No. 89, page 152, as of the 29th. day of March, 1919, conveyed to Staverty Brown, Jr., Minnie L. Pierce, Stella M. Brown, and Frank L. Brown, all that certain parcel or tract of land being and lying in Isle of Wight County, State of Virginia, containing one hundred and ten acres, be the

same more or less, and the appurtenances ther to belonging, and bounded as follows: On the North by the land of Herbert Brown; on the East by the lands of Gussie M. Brown; on the South by the lands of W. H. Gale; and the West by the land of the Whitney estate, reserving a life estate therein to said Staverty Brown and Margie Brown, his wife.

It will be noted that the conveyances to Willie, Herbert and Gus aggregate ninety acres, and that Staverty and wife, subject to their several life estates, convey to other children named, one hundred and ten acres. It would appear from this that the tract or tracts originally in the name of Staverty Brown and Minnie Brown or Maggie Brown, his wife, contained two hundred acres, while the aggregate of the conveyances to him is only one hundred and eighty eight and a half acres. It is probable that there are two hundred acres, but the record does not show such to be the case.

Josephine Moseley and others, by their deed bearing date January 15th. 1920, of record in said Clerk's Office in Deed Book No. 91, page 268. conveyed to Gussie M. Brown all that certain piece or parcel of land, lying, being and situate in the County of Isle of Wight, State of Virginia, containing five acres, be the same more or less, and bounded as follows: on the North by the county road from Carrollton to Isle of Wight Wharf; on the East by the lands of Solomon Foster, deceased; on the South by the lands of Thomas Q. Gilliam; on the West by the lands of George C. Hill.

Elvey Brown, Henrietta Brown, Susie L. Brown, Elise Brown, Louis L. Pierce have no property so far as the records disclose, in this County.

The property, or interest therein, of Maggie Brown, Gus M. Brown, Herbert H. Brown, Willie W. Brown, Staverty Brown, Jr., Minnie L. Pierce, Stella M. Brown and Frank L. Brown, will not rent for enough, in five years, for sufficient to pay the lien indebtedness thereon.

Staverty Brown, Sr. is dead and had no fee simple interest in any property at the time of his death. He only held a

life estate in the one hundred and ten acre tract of land hereinbefore mentioned.

Maggie Brown has a life estate in the hundred and ten acre tract herein mentioned, subject to the liens hereinafter mentioned.

The liens against the several tracts of land herein mentioned are as follows, to-wit:

LIENS BY DEED OF TRUST:

- ✓ 1. Staverty Brown and Minnie Brown, sometimes called Maggie Brown, by their deed bearing date the 9th. day of July, 1910, of record in the said Clerk's Office in Deed Book No. 78, page 300, as of the 13th. day of July, 1910, conveyed to George F. Whitley, trustee, the two tracts of land herein mentioned, in trust to secure to J. W. Holloway the payment of the sum of twenty three hundred and fifty four dollars, evidenced by a bond bearing same date as deed of trust, payable one years after date. This bond has, by successive assignments, fallen into the hands of P. D. Gwaltney, Jr., and there is about eighteen hundred dollars now due thereon. This is the same deed of trust mentioned herein on page 3 of this report.
- ✓ 2. Willie W. Brown, by his deed bearing date the 10th. day of March, 1919, and entered of record as of the 13th. day of March, 1919, in said Clerk's Office, in deed book No. 88, page 412, conveyed to John I. Cofer, trustee, the thirty acre tract of land conveyed to him, as hereinbefore mentioned, by Staverty Brown and wife, in trust to secure to Staverty Brown Sr. the payment of the sum of \$600, evidenced by a certain note, bearing date the same as the said deed of trust, payable ninety days after date. This note is now held by P. D. Gwaltney Jr. and there is due thereupon \$575.00 with interest from September 25th. 1922, and a protest fee of \$1.25.
- ✓ 3. Willie W. Brown, and Susie Brown, his wife, by their deed bearing date the December 3rd. 1920, of record in the said Clerk's Office as of the 7th day of December, 1920, in Deed Book No. 90, page 325, conveyed the said tract of land to A. S. Johnson, in trust to secure to P. D. Gwaltney, trading as P. D. Gwaltney, Jr. & Co., the payment of the sum of \$276.75, evidenced by a bond of even date with said deed of trust, payable on demand. There are no credits on this bond.
- ✓ 4. Herbert H. Brown and Henrietta Brown, his wife, by their deed bearing date the 10th. day of March, 1919, entered of record as of the 13th. day of March, 1919, in the said Clerk's Office in Deed Book No. 88, page 411, conveyed the thirty acre tract of land conveyed to him by Staverty Brown and wife, hereinbefore mentioned, to John I. Cofer, in trust to secure to Staverty Brown, Sr. the payment of the sum of \$600, evidenced by a note, payable ninety days after date, bearing date same as the deed, and upon which there has been a credit of ten dollars. There is now due thereon \$590.00 with interest thereon from October 19th. 1923 till paid, and \$1.25 protest fee.

✓ 5. Herbert H. Brown and Henrietta Brown, his wife, by their deed bearing date the 28th. day of May, 1921, entered of record as of the 20th. day of September, 1921, in said Clerk's Office, in Deed Book No. 92, page 237, conveyed the thirty acre tract of land, conveyed to him by Staverty Brown and wife as aforesaid, to J. W. Luter, in trust to secure to P. D. Gwaltney, Jr. trading as P. D. Gwaltney, Jr. & Co., the payment of the sum of \$412.54, evidenced by a note bearing date same as said deed of trust, payable December 1st. 1921, There is no credit on this note.

✓ 6. Gus M. Brown and Elvey Brown, his wife, by their deed bearing date the 10th. day of March, 1919, and entered of record as of the 13th. day of March, 1919, in the said Clerk's Office, in Deed Book No. 89, page 139, conveyed the thirty acre tract conveyed to him by Staverty Brown and wife, as aforesaid, to John I. Cofer, in trust to secure to Staverty Brown, Sr. the payment of the sum \$600, evidenced by a note of even date therewith, payable ninety days after date. This debt has been curtailed and there is now due thereupon \$367.50 with interest thereon from February 18th. 1923 till paid and \$1.25 costs of protest. This note is held by Bank of Smithfield.

✓ 7. Staverty Brown, Sr., Maggie Brown, his wife; Staverty Brown, Jr. and Elsie Brown, his wife; Minnie L. Pierce and Louis L. Pierce, her husband; and Stella M. Brown, by their deed bearing date May 28th. 1921, entered of record as of the 2nd. day of August, 1921, in the said Clerk's Office in Deed Book No. 90, page 599, conveyed to J. W. Luter, trustee, in trust to secure to P. D. Gwaltney, Jr. the payment of the sum of \$1365.85, evidenced by a certain negotiable note bearing even date with said deed, payable January 1st. 1922, the tract of land herein mentioned as the one hundred and ten acre tract, which Staverty Sr. and his wife conveyed to their children, as aforesaid, reserving a life estate therein.

Frank L. Brown executed this deed, and it was re-entered of record as to him on the 5th. day of September 1921, in Deed Book No. 90, page 617.

✓ 8. Staverty Brown, Sr. and Maggie Brown, his wife; Willie W. Brown and Susie, his wife; Herbert H. Brown and Henrietta, his wife; Gus M. Brown and Elvy, his wife; Staverty Brown, Jr. and Elise, his wife; Frank Brown; Minnie L. Pierce and Louis L. Pierce, her husband, by their deed bearing date the 10th. day of May, 1922, of record in the Clerk's Office aforesaid, in Deed Book No. 92, page 276, conveyed to M. Anderson Maxey, trustee, to secure Wm. M. Crumpler the payment of the sum of \$815.35, evidenced by their bond of even date with said deed, payable on demand, with interest from date till paid, four tracts of land, to-wit:

1. The thirty acre tract of land, herein mentioned, conveyed to Willie W. Brown by Staverty Brown and wife.

2. The Thirty acre tract of land herein mentioned, conveyed to Herbert H. Brown by Staverty Brown and wife.

3. The thirty acre tract of land conveyed to Gus M. Brown by Staverty Brown and wife, herein mentioned.

4. The one hundred and ten acre tract

of land conveyed to Minnie L. Pierce, Staverty Brown, Jr., Stella M. Brown and Frank L. Brown, and in which the said Staverty Brown, Sr. reserved to himself and to his wife, Maggie Brown, a life estate.

It will be noted that Stella M. Brown did not join in this deed of trust.

It will be further noted that this deed of trust covers the same debt for which judgment is confessed by Staverty Brown, Sr., Herbert H. Brown, Willie W. Brown, Gussie M. Brown, Henrietta Brown, Maggie Brown, Elvey Brown, H. E. Brown and Frank Brown, in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Virginia, on the 10th. day of May, 1922, and hereinafter noted.

9. Staverty Brown, Sr. and Maggie Brown, his wife, Herbert H. Brown and Henrietta Brown, his wife, Staverty Brown, Jr. and Elise, his wife, Frank L. Brown and Willie Brown, by their deed bearing date the 29th. day of June, 1922, and of record in said Clerk's Office in Deed Book No. 92, page 279, conveyed to R. A. Edwards, trustee, in trust to secure to E. H. Williams the payment of the sum of five hundred dollars, evidenced by two certain notes of even date with said deed, one for \$200 and the other for \$300, the first payable on demand, with interest from date till paid, and the second payable December 1st., 1922, the following parcels of land, to-wit:

1. The tree thirty acre tracts of land standing in the names of Herbert, Willie and Gus, hereinbefore mentioned, and then the interests of Staverty, Jr. and Frank L. Brown in the 110 acre tract herein mentioned. The said Staverty Brown Sr. and Maggie his wife, conveyed their interest in a 220 acre tract of land. This is, evidently, an error, as the said Staverty Sr. and Maggie had, at the time, only a life estate in the 110 acre tract of land herein mentioned.

This deed of trust is, according to the statement of Mr. E. H. Williams, the beneficiary in this deed of trust, given to cover the same debt as is evidenced by the judgments in his favor, hereinafter mentioned.

LIENS BY JUDGMENTS:

1. George N. Guy, on the 5th. day of November, 1913, recovered a judgment against Herbert Brown and Gus Brown, for the sum of \$17.50, which bears interest from December 1st. 1911 till paid, and costs amounting to \$2.50. This judgment was given by M. F. Jordan, J.P. and is entered of record in said Clerk's Office in Judgment docket No. 3, page 172, Oct. 17th. 1914.

2. J. W. Holloway and Company, in the Court of J. W. Stott, a Justice of the Peace, on the 5th. day of January, 1922, recovered a judgment against Herbert Brown for the sum of \$76.15 with interest thereon from Jan. 5th. 1922 till paid and \$3.30 costs. This judgment is entered in said Clerk's Office in Judgment Docket No. 4, page 92, on the 28th. day of January, 1922.

3. O. S. Owen, before J. W. Stott, a Justice of said County, on the ____ day of February, 1922, recovered a judgment against Herbert Brown for the sum of \$40.78, with interest thereon from December 10th. 1921 till paid and \$3.80 costs. This judgment is docketed in said Clerk's Office in J.D.No. 4, page 100 on the 3rd. day of March, 1922.

4. C. S. Betts & Co., before J. W. Stott, a Justice of the Peace for said County, on the 18th. day of February, 1922, recovered a judgment against Willie W. Brown for the sum of \$36.25, with interest thereon from January 1st. 1920 till paid and \$3.80 costs. This judgment is docketed as of the 28th. day of March, 1922, in said Clerk's Office in J.D.No.4, page 106.

5. D. W. Chapman and Co., on the 20th. day of May, 1922, before J. W. Stott, Justice of the Peace, recovered a judgment against Herbert Brown and Henrietta Brown, for the sum of \$42.82 with interest thereon from March 6th. 1922 till paid and \$4.30 costs. This judgment was docketed June 15th. 1922, in J.D. No. 4, page 114.

6. Staverty Brown, Sr., Herbert H. Brown, Willie W. Brown, Gussie M. Brown, Henrietta Brown, Maggie Brown, Elvey Brown, H. E. Brown (Elise) and Frank Brown, on 10th. day of May, 1922, before the Clerk of the Circuit Court of the County of Isle of Wight, confessed a judgment in favor of Wm. M. Crumpler for \$815.35, with interest thereon from May 10th. 1922 till paid and \$6.95 costs. Ten per cent of principal is included for attorney's fees. This judgment is entered on the 6th. day of July, 1922, in Judgement Docket No. 4, page 115.

7. George W. Delk, before J. W. Stott, a Justice of the Peace, on the 19th. day of August, 1922, recovered a judgment against Willie W. Brown for \$28.49 with interest thereon from December 1st. 1920 till paid, and \$3.30 costs. This judgment is docketed in the said Clerk's Office in Judgment Docket No. 4, page 129, on the 26th. day of September, 1922.

8. P. D. Gwaltney, trading as P. D. Gwaltney, Jr. & Co., on the 10th. day of March, 1923, recovered a judgment against Willie W. Brown and Gussie Brown, before J. W. Stott, Justice of the Peace, for the sum of \$150.00 with interest thereon from December 1st. 1922 till paid and \$3.80 costs. This judgment docketed in Judgment Docket No. 4, page 163, on the 1st. day of May, 1923.

9. P. D. Gwaltney, Jr. trading as P. D. Gwaltney, Jr. & Company, on the 10th. day of March, 1923, recovered, before J. W. Stott, Justice of the Peace, a judgment for \$80.00 with interest thereon from December 1st. 1922 till paid and \$4.80 costs, against Willie Brown, Staverty Brown, Herbert Brown, and G. M. Brown (Gus). This judgment is docketed in Judgment Docket No. 4, page 163, on the 1st. day of May, 1923. In said Clerk's Office.

10. E. H. Williams, before J. W. Stott, Justice of the Peace, on the 18th. day of April, 1923, recovered a judgment against Herbert Brown, Henrietta Brown, Staverty Brown, Sr., Henry Pretlow and Maggie Brown, for the sum of \$80.00 with interest thereon from November 30th. 1923 till paid and \$5.30 costs. This judgment is docketed

in said Clerk's Office in Judgment Docket No. 4, page 163, on the 4th day of May, 1923.

11. E. H. Williams, before J. W. Stott, Justice of the Peace, on the 18th. day of April, 1923, recovered a judgment against Herbert Brown, Henrietta Brown, G. M. Brown, Staverty Brown, Jr., Frank Brown, Willie Brown, Staverty Brown, Sr., and Maggie Brown, for the sum of \$200, with interest thereon from the 17th. day of June, 1922 till paid, and \$ 6.80 costs. This judgment is docketed in the said Clerk's Office in J.D.No. 4, page 163, on the 4th day of May, 1923.

12. E. H. Williams, on the 18th. day of April, 1923, before J. W. Stott, J.P., recovered a judgment against Maggie Brown and Henrietta Brown, for the sum of \$100.00 with interest thereon from September 26th. 1922 till paid, and \$3.80 costs. This judgment is docketed in said Clerk's Office in Judgment Docket No. 4, page 163, on the 4th day of May, 1923.

13. C. S. Betts & Company, before J. W. Stott, J.P., on the 12th. day of May, 1923, recovered a judgment against Herbert H. Brown and Gussie M. Brown, for the sum of \$19.00 with interest thereon from December 1st. 1921 till paid, and \$3.80 costs. This judgment is docketed in said Clerk's Office in Judgment Docket No. 4, page 168, on the 12th day of June, 1923.

14. C. S. Betts & Company, on the 12th. day of May, 1923, before J. W. Stott, J.P., recovered a judgment against Herbert Brown and Henrietta Brown, for the sum of \$37.50 with interest thereon from November 24th. 1922 till paid and \$3.80 costs. This judgment is docketed in the said Clerk's Office in Judgment Docket 4, page 169 on the 12th day of May, 1923.

The annual and fee simple values of the real estate above mentioned are, as follows:

The 110 acre tract; the fee simple value is, according to the testimony before the Commissioner, the sum of twenty five hundred dollars, or probably a little more. The annual value is one hundred and seventy five dollars to two hundred dollars.

The 30 acre tract standing in the name of Willie W. Brown: The fee simple value is between five and six hundred dollars, and the annual value is seventy five dollars, about.

The 30 acre tract standing in the name of Gus M. Brown: The fee simple value is six or seven hundred dollars, and the annual value is seventy five dollars.

The 30 acre tract of land standing in the name of Herbert H. Brown: The fee simple value is \$600 or \$700, and the annual value is between \$60 and \$75.

Gus M. Brown is the owner of a small tract of land, mentioned in the Bill of Complaint, conveyed to him by Josephine Moseley and others, as aforesaid, and upon which there is no encumbrance by deed of trust. The fee simple value of this tract of land is given as about a hundred dollars and the annual value at about twenty dollars.

There are liens against the following tracts, for delinquent taxes:

Willie Brown, 30 acre tract:

1922,..... \$11.55, interest and cost.

1923,..... 11.45, interest and cost.

Staverty Brown et als. 112 $\frac{1}{2}$ acre tract:

1922,..... 32.80, interest and cost.

1923,..... 32.51, interest and cost.

Herbert H. Brown, 30 acre tract:

1923,..... 11.45, interest and cost.

All the proper parties to this cause are before the court.

Basil Bailey, one of the defendants named, is not a property party and the suit can and should be dismissed as to him. The reason why he was made a party is as follows: Staverty Brown, by his deed bearing date the 14th. day of February, 1922, and entered of record in said Clerk's Office on the 17th. day of April, 1922, conveyed to Basil Bailey, a small tract of land of two acres. This deed shows the grantor as Staverty Brown, but the record discloses the fact that it was Staverty Brown, Jr. and his wife, and from land conveyed to him. This conveyance and record was before any judgment was obtained against the said Staverty Brown, Jr. and hence the property, at the time of its conveyance to Basil Bailey, had no lien of record against it.

R. A. Edmunds
Commissioner in Chancery.

Commissioner's fee, \$ 75⁰⁰

Witnesses: A. O. Chanell, \$5.00
W. R. Norsworthy, 5.00
W. J. Daniel, 5.00

W. R. Norsworthy being duly sworn, deposes and says:

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

W. R. Norsworthy, fifty three years of age, am a resident of Isle of Wight County, Virginia, and am a farmer.

Q Are you acquainted with the tract of land upon which Staverty Brown resided ~~upon~~ at the time of his death, containing one hundred and ten acres, and in which Maggie Brown now has a life estate? A. Yes sir, I am.

Q How far do you live from it and how well acquainted with it are you? Ans. I live about three quarters of a mile from it, and have lived at the same place for twenty two years, and lived in the immediate neighborhood thirty years. I have known the tract of land all that time.

Q Please give a description of the property, and just where located? Ans. It lies on the road leading from Carrollton to Isle of Wight Wharf, and adjoins the lands of Bank of Smithfield, Agnes M. Batten, J. Q. Adams, and J. B. Gayle. It is about two and a half miles from Isle of Wight Wharf, and about seven and a half miles from Smithfield. About forty acres of it is open, and it is good land if properly cultivated. The balance is in woodland with very little timber. There is plenty of timber for farm use.

Q. What should this piece of land rent for, what is its annual value? Ans. One hundred and seventy five dollars, may be two hundred dollars.

Q. What is its fee simple value? Ans. It is worth twenty five hundred dollars or a little more.

Q. Do you know the children of Staverty Brown? Ans. Yes know them all. They are Willie, Gus, Herbert, Staverty Jr., Frank, Minnie and Stella.

- Q. Are you acquainted with the tract standing in the name of Willie Brown? Ans. Yes, it is a part of the same tract.
- Q. How much of it is open and how much in woodland, and its condition, and a description, please? Ans. About fifteen acres is open, the balance in woodland. There is not much timber in the woods, but enough to take care of the place. The open land in fairly good shape. The dwelling house is ordinary but there is a good barn.
- Q. What is its annual and its fee simple value? Ans. It should rent for about seventy five dollars ~~an acre~~, and I think the whole tract is worth about five or six hundred dollars.
- Q. Who is the land bounded by? Ans. It is bounded on the South by the same road as the other tract, by the land of Bank of Smithfield, and by the first tract mentioned.
- Q. Are you acquainted with the Gus Brown tract? Ans. Yes sir, it lies on the same road, and is bounded by the lands of J. Q. Adams, Agnes M. Batten and the first tract mentioned herein. Fifteen acres is open and fifteen in woods. There is a fair dwelling house and fairly good outhouses.
- Q. What is its annual and its fee simple value? Ans. It would rent for about seventy five dollars ~~an acre~~, and it is worth six or seven hundred dollars.
- Q. Is this all the land Gus Brown has? Ans. No sir, he owns the "Moseley" tract, of five acres, four cleared and one in woods. It lies on the same road and is bounded by the lands of George Hill, Solomon Foster and probably others.
- Q. What is its annual and its fee simple value? Ans. There is no house on it, It may rent for about twenty dollars a year and it is worth about a hundred dollars.
- Q. Are you acquainted with the land of Herbert Brown? Ans. Yes sir, it lies on the same road, and adjoins the lands of J. Q. Adams, J. B. Gayle and the first tract mentioned.
- Q. How much of it is open and how much in wood land, and its condition? Ans. Twelve acres of it open and eighteen in woods.

The wood land has little timber, but enough to take care of the place. There are fairly good buildings, both the dwelling house and the outbuildings. The open land is good land.

- Q. What is its annual and what its fee simple value? Ans. It should rent for about sixty or seventy five dollars, and it should sell for six or seven hundred dollars.

And further this deponent saith not.

W. R. N. *W. R. N. Norsworthy*

- . A. O. Chanell being duly sworn, deposes and says:
- Q. Please state your name, age, residence and occupation? Ans. A. O. Chanell, I am fifty six years of age, am a resident of Isle of Wight County, Virginia, and am a farmer.
- Q. Are you acquainted with the several tracts of land, the first of 110 acres, more or less, occupied by Staverty Brown, Sr., and one of thirty acres, occupied by Willie W. Brown, and one of thirty acres, occupied by Gus Brown, and one of five acres, occupied by Gus Brown, and the remaining tract of thirty acres, occupied by Herhert H. Brown, lying in Rescoe Neck, in Isle of Wight County, Virginia. Ans. Yes sir, I am acquainted with it. I have resided within two miles of it all my life.
- Q. You have been hererepresent when Mr. W. R. Norsworthy testified as the location, the conditon and the values of these several tracts of land--do you, or do you not, agree with Mr. Norsworthy as to the location and conditon? Ans. I do. Mr. Norsworthy, Mr. W. J. Daniel, and myself, all well acquainted with the land, have, this morning been upon the premises and viewd them for the purpose of giving an estimate of the values of the several tracts.
- Q. Do you or do you not agree with Mr. Norsworthy as to the values places upon the several tracts of land, both the annual value

and the fee simple values? Ans. Yes sir, we have conferred about the values and all questions asked, and we have agreed upon the values. Those given by Mr. Norsworthy are concurred in by me.

And further this deponent saith not.

A. O. C.

A. O. Chanell

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

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

W. J. Daniel, I am fifty one years of age, am a resident of Isle of Wight County, Virginia, and am a farmer.

Q. Are you acquainted with the land upon which Staverty Brown, Sr. lived? Ans. Yes sir, I live within two miles of it and have resided at the same place all my life.

Q. Is Staverty Brown dead or living? Ans. Dead.

Q. When did he die? Ans. About a month ago.

Q. Is his wife, Maggie Brown still living? Ans. Yes sir, and she is occupying the one hundred and ten acre tract that Staverty lived upon.

Q. You have heard the description of the 110 acre tract, given by Mr. Norsworthy--did he properly describe it? Ans. Yes sir.

Q. Did he properly describe the tracts belonging to Willie, Gus (two tracts) and Herbert? Ans. Yes sir, he properly described them.

Q. The values given by him of the several tracts, are they or or they not, according to your estimates? Ans. We all, Mr. Norsworthy, Mr. Chanell and myself, all well know the property, and we met there this morning for the purpose of putting upon the land a proper estimate so that we could testify in this case.

And further this deponent saith not.

Q. Please state the condition of the buildings on the first tract mentioned, the one hundred and ten acre tract of land?

Ans. The dwelling house is fair. The outbuildings need covering. With good covering they would be fair.

And further this deponent saith not.

W. J. D.

W. J. Daniel

6
Virginia: Circuit Court
Isle of Wight County.

Wm. M. Crumpler, etc.
v) Chancery. No. 435.
Staverty Brown, et als.

Commissioner's report.
Filed November 28th. 1924.

155

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

VIRGINIA STATIONERY CO., RICHMOND

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ISLE OF
WIGHT COUNTY.

William M. Crumpler, who sues on behalf of
himself and all other lien creditors of either,
any, or all of the hereinafter named debtors,
shown in section one of the bill of complaint,
who may come in and contribute to the costs
of this suit.

v). Chancery. No. 435.

Staverty Brown, Sr., et als.

You will please take notice that I will on the 14th.,
day of November, 1924, at the Clerk's Office of the Circuit Court
of the County of Isle of Wight, State of Virginia, at ten o'clock
A. M. proceed to execute a certain decree entered in the above
entitled cause on the 3rd., day of November, 1924, which said
decree requires one of the Commissioners in Chancery of the Cir-
cuit Court of the said County of Isle of Wight, to inquire and
report to the Court:

1. Of what real estate, or interest therein, the
said Staverty Brown, Sr.; Maggie Brown; Gus M. Brown; Elvey Brown;
Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown;
Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce;
Stella M. Brown; and, Frank L. Brown, are seized and possessed of,
and where such real estate is situated.

2. Whether or not the real estate of the said Staverty
Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H.
Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Staverty
Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce;
Stella M. Brown; and Frank L. Brown, are seized and possessed of,
or have any interest in, whatsoever, will be sufficient, if rented
out for a term of five years, to satisfy the lien indebtedness
thereon.

3. An account of all the lien indebtedness against the
real estate of which the said Staverty Brown, Sr; Maggie Brown;

Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed, or have any interest in, as well as against the interest of any party therein, whether created by the party in interest or otherwise, together with their amounts and priorities.

5. The annual and fee simple value of the real estate of which the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Susie L. Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, or have any interest in.

6. Whether or not all the proper parties are properly before the Court.

6. Any other matter specially stated, deemed pertinent by the commissioner, or required to be stated by any party in interest.

R. A. Edwards
Commissioner in Chancery.

4 HIGGINS
each in person
of the name to Geo. A. Bell
executed the within notice this the 11th day of Nov.

Executed the within notice this the 11th day of Nov.,
1924, in Isle of Wight Co., by delivering a true copy
of the same to Geo. W. Delk, E. H. Williams, C. S. Betts,
D. W. Chapman, J. W. Holloway, G. N. Guy, Geo. F. Whitley,
each in person.

H. H. Chapman, Sheriff.

Copy for

~~*Wm. M. Crumpler*~~

Wm. M. Crumpler,

U.S. Chan. cry. no. —

Seventy Seven & 1/2 Sts.

Original.

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

William M. Crumpler, who sues on behalf of himself and all other lien creditors of the hereinafter named debtors, shown in section one of the bill of complaint, who may come in and contribute to the costs of this suit.

v). Chancery. No. 435.

Staverty Brown, Sr., et als.

You will please take notice that I will on the 14th., day of November, 1924, at the Clerk's Office of the Circuit Court of the County of Isle of Wight, State of Virginia, ^{at 10 a.m} proceed to execute a certain decreed entered in the above entitled cause on the 3rd., day of October, 1924, which said decree requires one of the Commissioners in Chancery of the Circuit Court of the said County of Isle of Wight, to inquire and report to the court, as follows, to-wit:

1. Of what real estate, or interes therein, the said Staverty Brown, Sr; Maggie Brown; Herbert H. Brown; Henreitta Brown; Gus M. Brown; Elvey Brown; Willie W. Brown; Susie L. Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, and where such real estate is situated.

2. Whether or not the real estate of which the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; S taverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, or have any interest in, whatsoever, will be sufficient, if rented out for a term of five years, to satisfy the lien indebtedness thereon.

3. An account of all the lien indebtedness against the real estate of which the said Staverty Brown;Sr; Maggie Brown;

Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, or have any interest in, as well as against the interest of any party therein, whether created by the party in interest, or otherwise, together with their amounts and priorities.

4. The annual and fee simple of the real estate of which the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, or have any interest in.

5. Whether or not all the proper parties are properly before the Court.

6. Any other matter specially stated, deemed pertinent by the commissioner, or required to be stated by any party in interest.

Commissioner in Chancery.

Wm. M. Crumple.
U. S. Circuit. No. 435.

Staverty Brown & Co.

We, the undersigned,
hereby accept legal &
sufficient ~~and~~ service
of the within notice:
Smithfield Hay & Grain Trade.

P. D. Gwaltney, Jr.

J. W. Luter, trustee.

Bank of Smithfield.

John F. Coker, trustee.

W. F. Rife.

O. L. Shumaker, trustee.

By John W. Stephens,

attorney.

~~John W. Stephens~~ Trustee.

M. Chas. May, trustee.

Lucille W. Edwards, Adminr.

estate of G. S. Edwards, trustee.

R. A. Edwards, trustee.

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

William M. Crumpler, who sues on behalf of himself and all other lien creditors of the hereinafter named debtors, shown in section one of the bill of complaint, who may come in and contribute to the costs of this suit.

v). Chancery. No. 435.

Staverty Brown, Sr., et als.

You will please take notice that I will on the 14th., day of November, 1924, at the Clerk's Office of the Circuit Court of the County of Isle of Wight, State of Virginia, at ten o'clock A. M. proceed to execute a certain decree entered in the above entitled cause on the 3rd., day of November, 1924, which said decree requires one of the Commissioners in Chancery of the Circuit Court of the said County of Isle of Wight, to inquire and report to the Court:

1. Of what real estate, or interest therein, the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Susie L. Brown; Willie W. Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, and where such real estate is located.

2. Whether or not the real estate of which the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; ~~Susie L.~~ Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. ~~Brown~~; and, Frank L. Brown, are seized and possessed, or have any interest in, whatsoever, will be sufficient, if rented out for a term of five years, to satisfy the lien indebtedness thereon.

3. An account of all the lien indebtedness against the real estate of the said Staverty Brown, Sr; Maggie Brown;

Gus M. Brown; Elevey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed, or have any interest in, as well as against the interest of any party therein, whether created by the party in interest, or otherwise, together with their amounts and priorities.

4. The annual and fee simple value of the real estate of which the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, or have any interest in.

5. Whether or not all the proper parties are properly before the Court.

6. Any other matter specially stated, or deemed pertinent by the commissioner, or required to be stated by any party in interest.

R. A. Edwards
Commissioner in Chancery.

Issue November 8th., 1924.

U.S. Circuit Court 1st of Wight Co.

Wm M. Cumpster et al.
vs. Chaucery, No 485.
Stewart Brown, Jr.

Notice of taking deposition.

Original

Executed by serving a true copy
of the within notice on A. W.
Bohannon, President of the Bank
of Surry County, A. W. Bohannon,
C. W. Yancey Secy and Treasurer of
Federal Loan Bank, D. C. Berryman,
Goodman Brown & W. T. Brown
in my County of Surry, Virginia
on this 11th day of November, 1924.

B. C. Edwards,
Sheriff of Surry County,
Nov. 11th, 1924.

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

William M. Crumpler, who sues on behalf of himself and other lien creditors of either, any, or all of the hereinafter named debtors, named in section one of the bill of complaint, who shall come in and contribute to the costs of this suit.

v). Chancery. No. 435.

Staverty Brown, Sr. et als.

You will please take notice that I will on the 14th., day of November, 1924, at the Clerk's Office of the Circuit Court of the County of Isle of Wight, State of Virginia, at ten o'clock A. M., proceed to execute a certain decree entered in the above entitled cause on the 3rd., day of November, 1924, which said decree requires that one of the Commissioners in Chancery of the Circuit Court of the said County of Isle of Wight, to inquire and report to the Court:

1. Of what real estate, or interest therein, the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Susie L. Brown; Willie W. Brown; Herbert H. Brown; Henreitta Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, and where such real estate is situated.

2. Whether or not the real estate of the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, of which they are seized and possessed of, or have any interest in, whatsoever, will be sufficient, if rented out for a term of five years, to satisfy the lien indebtedness thereon.

3. An account of all the lien indebtedness against the real estate of which the said Staverty Brown, Sr; Maggie Brown;

Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, or have any interest in, ~~whether~~ as well as against the interest of any party therein, whether created by the party in interest or not, together with their amounts and priorities.

4. The annual and fee simple value of the real estate of which the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, or have any interest in.

5. Whether or not all the proper parties are properly before the Court.

6. Any other matter specially stated, or deemed pertinent by the commissioner, or required to be stated by any party in interest.

[Handwritten signature: R. E. Brown]
IN TESTE OF MY HAND AND SEAL OF OFFICE, this 1st day of March, 1904, at the City of New York.
R. E. BROWN, Commissioner in Charge.
IN TESTE OF MY HAND AND SEAL OF OFFICE, this 1st day of March, 1904, at the City of New York.
J. J. H. [illegible], Deputy Commissioner.

Executed the within notice, this the 11th, day of Nov. 1924, in Isle of Wight Co., by delivering a true copy of the same to Elvey Brown, Willie W. Brown, Henrietta Brown, Staverty Brown Jr., Elsie Brown, Frank Brown, & O.S. Owens, each in person. Not finding Maggie Brown at her usual place of abode, I executed the within notice, this the 11th day of Nov. 1924, by delivering a true copy of the same to Staverty Brown, Jr., for the said Maggie Brown, and explained to him the purport of the same, he being a member of the family of the said Maggie Brown, and over the age of 16 yrs. Not finding Gus M. Brown, at his usual place of abode, I executed the within notice, this the 11th day of Nov. 1924, by delivering a true copy of the same to Elvey Brown, for the said Gus M. Brown, and explained to her the purport of the same, she being a member of the family of the said Gus M. Brown, and over the age of 16 yrs. Not finding Herbert H. Brown at his usual place of abode, I executed the within notice this the 11th day of Nov. 1924, by delivering a true copy of the same to Henrietta Brown, for the said Herbert H. Brown, and explained to her the purport of the same, she being a member of the family of the said Herbert H. Brown, and over the age of 16 yrs. Not finding Basil Bailey at his usual place of abode, I executed the within notice, this the 11th day of Nov. 1924, by delivering a true copy of the same to Daisy Bailey, for the said Basil Bailey, and explained to her the purport of the same, she being a member of the family of the said Basil Bailey, and over the age of 16 yrs. Staverty Brown Sr. having recently died, copy for him is herewith attached, unserved. In Isle of Wight County.

H. H. Chapman, Sheriff.

Original.

Wm. H. Cunningham, etc.

V. J. Chanary, Jr. 435

Staverty Brown, Sr. & als

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

William M. Crumpler, who sues on behalf of himself and other lien creditors of either, any, or all of the hereinafter named debtors, named in section one of the bill of complaint, who shall come in and contribute to the costs of this suit.

v). Chancery. No. 435.

Staverty Brown, Sr. et als.

You will please take notice that I will on the 14th., day of November, 1924, at the Clerk's Office of the Circuit Court of the County of Isle of Wight, State of Virginia, at ten o'clock A. M., proceed to execute a certain decree entered in the above entitled cause on the 3rd., day of November, 1924, which said decree requires that one of the Commissioners in Chancery of the Circuit Court of the said County of Isle of Wight, to inquire and report to the Court:

1. Of what real estate, or interest therein, the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Susie L. Brown; Willie W. Brown; Herbert H. Brown; Henreitta Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, and where such real estate is situated.

2. Whether or not the real estate of the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, of which they are seized and possessed of, or have any interest in, whatsoever, will be sufficient, if rented out for a term of five years, to satisfy the lien indebtedness thereon.

3. An account of all the lien indebtedness against the real estate of which the said Staverty Brown, Sr; Maggie Brown;

Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank.L. Brown, are seized and possessed, or have any interest in, as well as against the interest of any party therein, whether created by the party in interest or otherwise, together with their amounts and priorities.

5. The annual and fee simple value of the real estate of which the said Staverty Brown, Sr; Maggie Brown; GusM. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Susie L. Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, or have any interest in.

6. Whether or not all the proper parties are properly before the Court.

7. Any other matter specially stated, deemed pertinent by the commissioner, or required to be stated by any party in interest.

R. A. Edwards
Commissioner in Chancery.

Virginia: In the Circuit Court
of the County of Isle of Wight.

W. M. Crumpler who sues etc.

v). Chancery. No. 435.

Staverty Brown, Sr., et als.

Report of Spec~~ia~~a; Commissioner

Filed Jan 5 - 1925

JOHNSON AND STEPHENS
ATTORNEYS AT LAW
ISLE OF WIGHT C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

Wm. M. Crumpler, etc.

v) Chancery. No. 435. Special Commissioner's report:

Staverty Brown et als.

To Honorable Benjamin Dey White,

Judge of the Circuit Court of the County of Isle of
Wight, State of Virginia.

The undersigned, appointed special commissioner in this cause by decree entered therein on the 13th. day of December, 1924, respectfully reports that as directed therein, after executing the bond required of him by said decree, furnishing as his surety Fidelity and Deposit Company of Maryland, and receiving the certificate of the Clerk of this court as to such execution, advertized the property in the bill and proceedings of this suit mentioned, and at which sale, held on the 26th. day of December, 1924, as advertized, begun at Carrollton, in the County of Isle of Wight, State of Virginia, in front of the United States Post Office, and which sale was adjourned to the one hundred and ten acre tract of land in the bill and proceedings mentioned, and which tract adjoins the three thirty acre tracts in this proceeding mentioned, at which place the sale was continued. The said sale was fairly attended, and the several tracts of land in the bill and proceedings mentioned were bid off and knocked down to the following parties, to-wit:

1. The thirty acre tract, bounded West by the Matthews estate, North by the O. P. Jordan estate, East by the lands of Staverty Brown, and South by the County road, the property of

Willie W. Brown, was sold to A. F. Thomas, for the sum of six hundred and eighty five dollars (\$685.00)

2. The one hundred and ten acre tract, bounded East by the lands of Gussie M. Brown, South by the lands of W. H. Gale, West by the lands of the Whitney estate, and North by the lands of Herbert Brown, the property of Staverty Brown, Jr. et als., was sold to said A. F. Thomas for the sum of thirty four hundred dollars (\$3400.00)

3. The thirty acre tract, bounded North by the county road leading from Carrollton to Isle of Wight Wharf, East by the land of Staverty Brown, South by the land of W. H. Gale, the property of Herbert H. Brown, was sold to said A. F. Thomas for the sum of nine hundred and twenty five dollars (\$925.00)

4. The thirty acre tract, bounded North by the lands of O. P. Jordan's estate, East by W. H. Gale, West by Staverty Brown, and South by the County Road leading from Carrollton to Isle of Wight Wharf, the property of Gussie M. Brown, was sold to E. H. Williams for the sum of eight hundred and twenty two dollars and fifty cents (\$822.50)

5. The five acre tract of land, bounded North by the County Road leading from Carrollton to Isle of Wight Wharf, West by the land of George C. Hill, South by the land of Thomas Q. Gilliam, and East by the land of Solomon Foster, deceased, the property of said Gussie M. Brown, was sold to said E. H. Williams for the sum of two hundred and eighty dollars (\$280.00)

All of the tracts of land sold for more than the value placed thereon by the witnesses who appeared before the Commissioner in Chancery, directed to make inquiry of the values thereof, and the said sales are believed to be for very good prices, and it is recommended that they be confirmed.

A notice of the said sale, showing the certificate of the Clerk thereupon as to the execution of the bond by the said special commissioner, and also showing the sales made, and signed

by the crier is hereto attached, and to be read as a part of
this report.

Resceptfully submitted,

Johnson
Special Commissioner.

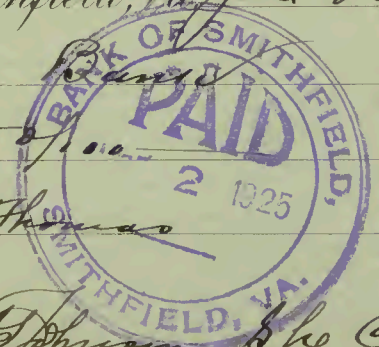
B of S

No. _____

Smithfield, Va Jan 20 1925

Pay to the order of Schmutz Natmas Bank
Five 50.00 \$5.50 Dollars

For War tax on Johnson. B C to Thomas



To the Bank of Smithfield,
Smithfield, Va. }

5
68 233

Johnson. B C to
Crumpler & Brown

CASHED



pay Federal Reserve Bank of Richmond
or Order. Prior Endorsements Guaranteed

SCHMELZ NATIONAL BANK
NEWPORT NEWS, VA.

68-83 JAN 29 1925 68-89

PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO
Prior Endorsements Guaranteed

Federal Reserve Bank of Richmond
99-2

BoS

Pay to the
order of

R. A. Edwards, Agent

Smithfield, Va. Feb 25 1925

\$15⁰⁰

Fifteen

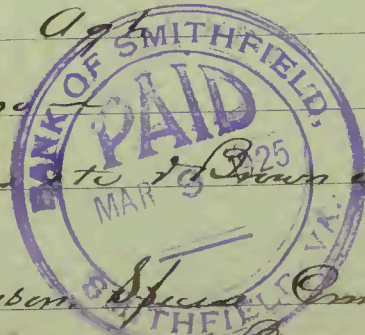
Dollars

For Premium on S. Bond in Receipt of \$25

To the Bank of Smithfield,
Smithfield, Va.

5
68 233

John B. Edwards, Cashier
Dwight H. Brown et al



Pay to the Order of
BANK OF SMITHFIELD
Smithfield, Va.
E. A. EDWARDS,

No. _____

Smithfield, Va. July 13

1925

BoS

Pay to the
order of

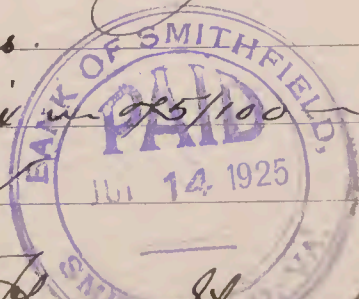
Johnson & Stephens.

\$176 ⁷⁵/₁₀₀

One hundred & seventy six ⁷⁵/₁₀₀

Dollars

For fees re Crump & Brown



To the *Bank of Smithfield,*
Smithfield, Va.

⁵/₆₈₋₂₃₃

Johnson, Special Comr
Crump & Brown

Pay to the Order of
BANK OF SMITHFIELD
Smithfield, Va.
JOHNSON & STEPHENS

No. _____

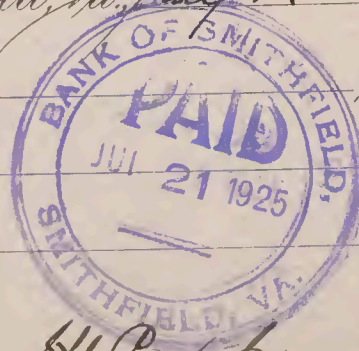
Smithfield, Va. July 13 1925

BoS

Pay to the
order of

W.R. Kraworthy

Five — 00 —



\$5.00

Dollars

For payment to Granger & Brown

To the Bank of Smithfield,
Smithfield, Va.

5
68-233

Johnson, Sp/ Cash Granger & Brown

W R Hornworth



No. _____

Smithfield, Va., July 13 1925

\$ 5.00

Dollars

Pay to the order of

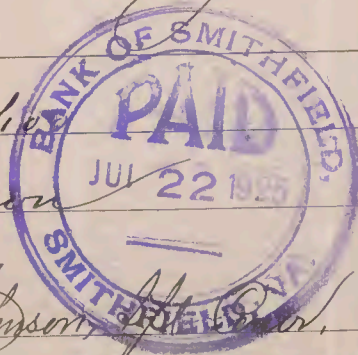
A. J. Chamell

Five and no/100

For witness see Crumpler & Brown

To the Bank of Smithfield,
Smithfield, Va.

5
68-233



Johnson, Attn. Secy. Crumpler &
Brown

R. D. Chauncy

Ref S

Pay to the
order of

H. L. Daniel

Five — 00 —

Smithfield, Va. July 13 1925

No. _____

\$ 5.00

Dollars



For witness see in Exemplar of Brown

To the Bank of Smithfield,

5
68-233

Smithfield, Va.

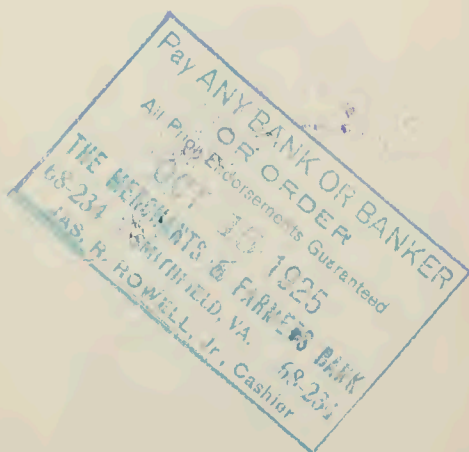
Johnson, Esq. Over Exemplar of
Brown

W. L. Curran

PAY ANY BANK OR BANKER
BY ORDER
JUL 16 1925
THE RESTAURANTS & FARMERS BANK
JAN. R. HOWELL, Jr. Cashier

W. L. Curran

N. H. Egan



COUNTER CHECK

Smithfield, Va., Sept. 18th, 1925, No. _____

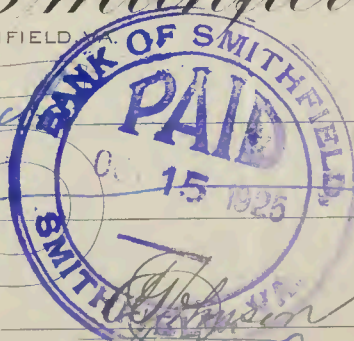
Bank of Smithfield 68-233
SMITHFIELD, VA.

Pay to the order of R. A. Edwards \$ 50.00

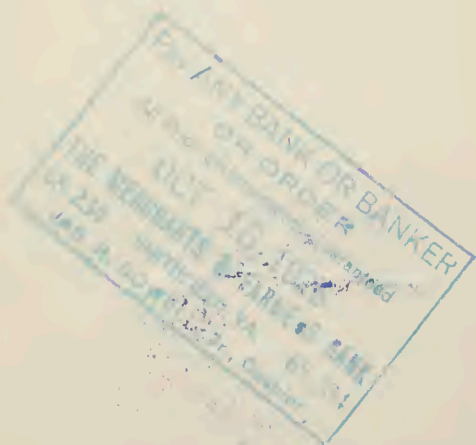
Fifty & no _____ Dollars
100

Commissioners fee.

Sgt. Tom. Campbell v. Brown.



A. G. Eason



COUNTER CHECK

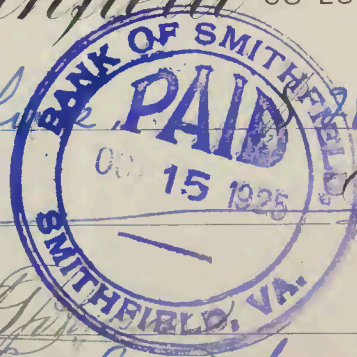
Smithfield, Va., Sept., 18th., 1925. No. _____

Bank of Smithfield 68-233
SMITHFIELD, VA.

Pay to the order of R. G. Edwards. Check, 85

Twenty eight 85
100 Dollars

Wint Tax and Clerk's
Fees.
Spt. Com. Cumpson v. Brown.



Pay to Cash of Sumner.
or order
Johnson & Stephens

COUNTER CHECK

Smithfield, Va., Sept. 18th.. 1922 No.

Bank of Smithfield 68-233
SMITHFIELD, VA.

Pay to the order of Johnson & Stephens,

\$ 32.⁵⁰

Thirty two & ⁵⁰/₁₀₀

Dollars

Shps. Ins. pd. 15.00, Order Book. 17.50
Sale notices 5.00

Johnson
Spl. Com. Crumpler v. Brown.

Pay to Bank of Liverpool,
or order.

Johnson Stephens

Pay

Smithfield, Va., Sept. 18th., 1925. No.

SMITHFIELD, VA

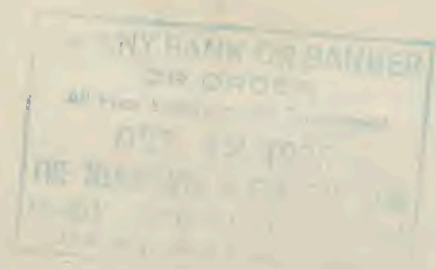
\$21.50

Twenty one 9.⁵⁰/₁₀₀

Wgt. cluds (2) and
revenue stamps.

Gibson
Sp. Com. v. Cunniff v. Brown.

H. H. Chapman



COUNTER CHECK

Smithfield, Va., Sept. 18, 1925. No. _____

Bank of Smithfield 68-233
SMITHFIELD, VA.

Pay to the order of W. H. Chapman

\$ 10.⁰⁰

Ten & no
100

Dollars

Giving Brown
property.

Chapman
Spl. Amr. "Crumph v. Brown."

Pay Bank of Smithfield,
Smithfield, Va. or Order
W. E. Laine, Treasurer.

COUNTER CHECK

Smithfield, Va., Sept. 18th., 1925. No.

Bank of Smithfield 68-233
SMITHFIELD, VA.

Pay to the order of W. E. Laine, Treas. \$11.³²

Eleven + $\frac{32}{100}$ Dollars

1924 Taxes, Gus M. Brown.

[Signature]
Spl. Comr. v. Cumpher v. Brown.

Pay Bank of Smithfield,
Smithfield, Va. or Order
W. E. Laine, Treasurer.

COUNTER CHECK

Smithfield, Va., Sept. 18 th., 1925. No. _____

Bank of Smithfield 68-233
SMITHFIELD, VA.

Pay to the order of W. E. Laine, Treas. \$ 12.59

Twelve & 59/100 Dollars

1924 taps & int., Willie
W. Brown.

Edw. J. Brown
Spl. Comr., Cumplu v. Brown.

Pay Bank of Smithfield,
Smithfield, Va. or Order
W. E. Laine, Treasurer.

COUNTER CHECK

Smithfield, Va., Sept. 18th., 1925. No.

Bank of Smithfield 68-233
SMITHFIELD, VA.

Pay to the order of W. E. Laine, Lucas \$35.74

Thirty five $\frac{74}{100}$ Dollars

1924 taxes & int. Stella
M. Brown.
Sp. Com. Campbell v. Brown.



5

Pay Bank of Smithfield,
Smithfield, Va. or Order
W. E. Laine, Treasurer.

COUNTER CHECK

Smithfield, Va., Sept. 18th., 1925. No. _____

Bank of Smithfield 68-233
SMITHFIELD, VA.

Pay to the order of W. E. Laine, Treas. \$ 12.⁵⁹

Twelve 4.⁵⁹
100 Dollars

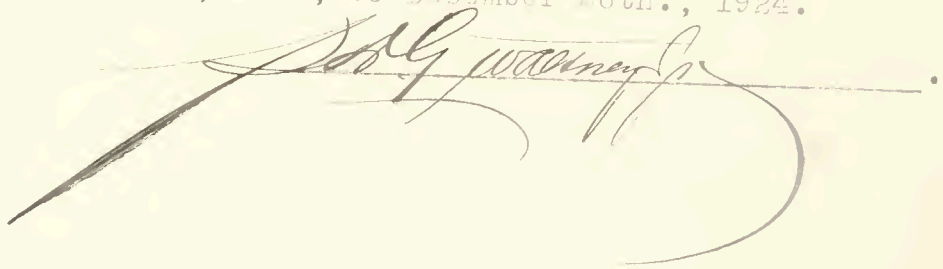
1924 tax & int.

Hubert Brown.

Edman
Spl. Comr. Cumber v. Brown.

Smithfield, Va., October 1st., 1925.

Received of A. B. Johnson, Special Commissioner in the Chancery cause of Wm. H. Crumpler, who sues etc., v. Staverty Brown Sr., et als., the sum of seventy four dollars and twenty cents (\$74.20) forty five dollars and twenty cents (\$45.20), of which being for taxes paid 1st., July, 1922, on the 110 acre tract of land standing in the name of Stella M. Brown et als., and six dollars and seventy two cents (\$6.72), being the interest thereon from date of payment to December 26th., 1924; eighteen dollars and sixty eight cents (18.68) of which being for taxes paid on the 50 acre tract of land standing in the name of Willie W. Brown et als., and three dollars and sixty (\$3.60) cents being the interest thereon from the date of payment, December 4th., 1920, to December 26th., 1924.

A handwritten signature in dark ink, appearing to read "A. B. Johnson", with a long, sweeping horizontal line extending to the right.

Isle of Wight, va., Sept., 18th., 1925.

Received of A. S. Johnson, Special Commissioner in the Chancery cause of Wm. M. Crumpler who sues etc., v. Staverty Brown Sr., et als., the total sum of one hundred thirteen dollars and three (\$113.03) cents, to cover the following to-wit: thirty five dollars and seventy three cents (\$35.73) to cover the taxes, principal, interest and costs, for 1923, against the tract of land standing in the name of Stella M. Brown et als; the sum, of thirty seven dollars and eighty nine cents (\$37.89), to cover the taxes for 1922, principal, interest and cost, against the afore-said tract of land; the sum of twelve dollars and eighty seven cents, (\$12.87) to cover the taxes, principal, interest and costs, for 1923 taxes against the thirty acre tract of land standing in the name of Herbert H. Brown; the sum of thirteen dollars and sixty seven cents (\$13.67) to cover the taxes for the year 1922, principal, interest and costs, against the tract of land standing in the name of Willie W. Brown; the sum of twelve dollars and eighty seven cents (\$12.87), to cover the taxes, principal, interest and costs, for the year 1923, against the thirty acre tract of land standing in the name of Willie W. Brown.

R. A. Edwards
Clerk Circuit Court.

Septemb r 18th., 1925.

Received of A. S. Johnson, Special Commissioner in the Chancery cause entitled Wm. M. Crumpler, who sues etc., v. Staverty Brown, Sr., et als., the sum of fifteen dollars (\$15.00), to cover the amount of the bond premium on the bond of the said Special Commissioner in this cause.

R. A. Edwards
Agent.

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

Wm. M. Crumpler, whos sues etc., -----Complainant.

v). Chancery. No. _____

Staverty Brown, Sr., et als., -----Respondents.

To the Judge of the Circuit Court of the County of Isle of Wight,
State of Virginia:

Ist. Your commissioner, A. S. Johnson, appointed
by a certain decree entered in this matter, begs leave to report
to your honor that pursuant to a certain decree entered in this
matter on the ⁵16th., day of January, 1925, he has made and exe-
cuted to A. F. Thomas, the purchaser of three of the tractso of
land in the bill and proceedings mentioned, a deed conveying to
him, with covenants of Special Warranty, the three said tracts
of land, after collecting from the said A. F. Thomas the total sum
of five thousand and ten dollars, it being the full amount of the
purchase price of the said three tracts of land, and he has, also,
made and executed to E. H. Williams, the purchaser of the two re-
maining tracts of land in the said bill and proceedings mentioned,
a deed, with covenants of Special Warranty, conveying to him the
last two said tracts of land after having collected from the said
E. H. Williams the sum of eleven hundred and two dollars and fifty
cents, in full payment of the total amount of the purchase price
of the two tracts of land as aforesaid.

And your commissioner reports, further, that out of
the funds in his hands arising from the sale of the said five tracts
of land in the bill and proceedings mentioned he has paid the
costs of this suit, up to and including the entry of a final de-
cree, which said costs aggregate the sum total of three hundred
fifty four dollars and sixty cents, the items of which are as
follows, to-wit:

Writ tax,	\$1.50
Taxed attorney fee,	15.00
Clerk's Fees,	27.35

Bond premium on S. C. bond,	15.00
Smithfield Times, Order Publication,	12.50
Witness fees paid,	15.00
Sheriff's fees paid,	15.00
Special Commissioner's fees,	131.25
Revenue stamps on deeds to purchasers,	7.00
Draft of deeds to purchasers,	50.00
W. H. Chapman, Crying Property,	10.00
Sale notices,	5.00
Commissioner's fee making report,	50.00
Total amount of costs paid,	<u>354.60</u>

That your commissioner has pro-rated the total costs of this suit, as set out above, among and between the five tracts of land in the said bill and proceedings mentioned according to their respective selling prices, so that the one hundred and ten acre tract standing in the name of Stella M. Brown et als., which said tract sold for the sum of thirty four hundred (\$3400) dollars, is subject to the payment of costs in the total amount of one hundred and ninety seven dollars and twenty three (\$197.23) cents; the thirty acre tract standing in the name of Willie W. Brown, which said tract sold for the sum of six hundred and eighty five dollars, bears costs in the sum of thirty nine dollars and seventy four (\$39.74), cents; the thirty acre tract standing in the name of Herbert H. Brown, which said tract sold for the sum of nine hundred twenty five (\$925.00) dollars, bears costs in the amount of fifty three dollars and sixty six (\$53.66), cents; the thirty acre tract standing in the name of Gus M. Brown, which said tract sold for the sum of eight hundred and twenty two dollars and fifty (\$822.50), cents, bears costs in the amount of forty seven dollars and seventy two (\$47.72), cents; and, the five acre tract standing in the name of Gus M. Brown, which said tract sold for the sum of two hundred and eighty (\$280.00) dollars, bears costs in the amount of sixteen dollars and twenty five (\$16.25), cents.

That your commissioner from the funds in his hands arising from the sale of the one hundred and ten acre tract to

A. F. Thomas, as aforesaid, which said tract sold for the sum of thirty four hundred dollars, has paid the following sums for taxes due and delinquent on the said tracts, to-wit: for the year 1921, principal, interest and costs, thirty seven dollars and eighty nine (\$37.89), cents; 1923, principal, interest and costs, thirty five dollars and seventy three (\$35.73), cents; 1924, principal and interest, thirty five dollars and seventy four (\$35.74), cents, which said sums, so paid for delinquent and taxes due, as shown by the report of the Commissioner in Chancery, together with the sum of one hundred and ninety seven dollars and twenty three (\$197.23), cents, the pro-rata share of costs chargeable against this tract of land, aggregate the total sum of three hundred and fifty eight dollars and fifty one (\$358.51), cents, which said sum subtracted from the said sum of thirty four hundred dollars (\$3400.00), the sale price of this said tract of land, leaves a balance of three thousand forty one dollars and forty nine (\$3041.49), cents in the hands of your commissioner to be applied in the satisfaction of the various liens that exist against this sum according to their respective priorities.

That your commissioner from the sum of eight hundred and twenty two dollars and fifty (\$822.50), cents, arising from the sale of the thirty acre tract standing in the name of Gus. M. Brown, has paid the sum of eight dollars and eighty five (\$8.85), cents for taxes due on this said tract of land for the year 1924, which said sum together with the sum of forty seven dollars and seventy two (\$47.72), cents, the pro-rata share of costs chargeable against this tract of land, aggregate the sum of fifty six dollars and fifty seven cents (\$56.57) cents, which said sum subtracted from the sum of eight hundred and twenty two dollars and fifty (\$822.50) cents, the amount of the sale price of this tract of land, leaves a balance of seven hundred sixty five dollars and ninety three (\$765.93), cents, in the hands of your commissioner to be applied in the satisfaction of the existing liens against this sum according to their respective priorities.

That your commissioner out of the sum of two hundred and eighty (\$280.00), dollars, arising from the sale of the five acre tract standing in the name of Gus. M. Brown, has paid the sum of two dollars and forty seven (\$2.47), cents, for the taxes due thereon for the year 1924, which said sum, together with the sum of sixteen dollars and twenty five (\$16.25) cents, the pro-rata share of costs chargeable against this tract of land, aggregate the total sum of eighteen dollars and seventy two (\$18.72), cents, which said sum subtracted from the sum of two hundred and eighty (\$280.00), dollars, the sale price of this tract of land as aforesaid, leaves a net balance of two hundred sixty one dollars and twenty eight (\$261.28) cents, to be applied in the satisfaction of the existing liens against this sum according to their respective priorities.

That your commissioner out of the sum of nine hundred twenty five (\$925.00) dollars in his hands arising from the sale of the thirty acre tract standing in the name of Herbert H. Brown, has paid the taxes due thereon for the year 1924, principal and interest, twelve dollars and fifty nine (\$12.59) cents, and the year 1923, principal, interest and costs, twelve dollars and eighty seven (\$12.87) cents, which said sum, together with the sum of fifty three dollars and sixty six cents, paid as the pro-rata share of the costs chargeable against this tract of land, aggregate the total sum of seventy nine dollars and twelve (\$79.12) cents, which said sum subtracted from the said sum of nine hundred and twenty five (\$925.00) dollars, the sale price of this said tract of land, leaves in the hands of your commissioner a net balance of eight hundred forty five dollars and eighty eight (\$845.88), cents, to be applied in payment of the existing against this said sum according to their respective priorities.

That your commissioner, out of the sum of six hundred eighty five (\$685.00) dollars arising from the sale of the thirty acre tract of land standing in the name of Willie W. Brown, has paid the following sums for delinquent and taxes due on said

tract, to-wit: 1924. principal and interest, twelve dollars and forty nine (\$12.59), cents; 1923, principal, interest and costs, twelve dollars and eighty seven (\$12.87) cents; 1922, principal, interest and costs, thirteen dollars and sixty seven (\$13.67) cents; 1921, principal, interest and costs, twenty two dollars and twenty eight (\$22.28), cents, which said sums, together with the sum of thirty nine dollars and seventy four (\$39.74), the pro-rata share of costs chargeable against this tract of land, total the sum of one hundred one dollars and fifteen (\$101.15) cents, which said sum subtracted from the sum of six hundred eighty five (\$685) dollars, the sale price of this said tract of land, leaves in the hands of your commissioner a net balance of five hundred eighty three dollars and eighty five (\$583.85) cents, to be applied in the satisfaction of the liens existing against this said sum according to their respective priorities.

2nd. And now your commissioner begs leave to further report that as stated hereinbefore he has now in his hands the net sum of three thousand forty one dollars and forty nine (\$3041.49) cents, it being the balance remaining from the sale price of the one hundred and ten acre tract standing in the name of Stella M. Brown et als., after the payment of the taxes due thereon and the pro-rata share of costs chargeable to this tract, which said sum is subject to a certain prior lien held by P. D. Gwaltney, Jr., in the amount of nineteen hundred forty three dollars and twenty three cents (\$1943.23), the priority of which will be shown by reference to the report of the Commissioner in this cause. That after the satisfaction of the aforesaid lien your commissioner would have in his hands a balance of one thousand ninety eight dollars and twenty six cents (\$1098.26), which said sum is subject to another lien held by the said P. D. Gwaltney, Jr., for the total sum of sixteen hundred ten dollars and sixty (\$1610.60), cents, That after the application to the payment of this said second lien of the balance in the hands of your commissioner with which to satisfy same there would then remain a balance of five hundred twelve dollars and thirty

four (\$512.54) cents, for the satisfaction your commissioner does not have any funds in hand.

That your commissioner now has in his hands a net balance of seven hundred sixty five dollars and ninety three (\$765.93) cents, which said sum represents the balance in hand after payment of the taxes due thereon and the pro-rata share of costs chargeable against this tract of land, it being the thirty acre tract of land standing in the name of Gus M. Brown. This sum, as aforesaid, is subject, first, to a lien of sixteen dollars and seventy six (\$16.76) cents, it being one half of the sum due George H. Guy under and by virtue of a certain judgement he obtained against Gus. M. Brown and Herbert H. Brown, jointly, on December, 1st., 1921, the total sum due thereunder being thirty three dollars and fifty two cents (\$33.52). After payment of this said sum your commissioner will have in his hands a balance of seven hundred forty nine dollars and seventeen (\$749.17) cents which is subject to a line held by the Bank of Smithfield, of the sum of four hundred and fourteen dollars and sixty four (\$414.64) cents, the priority of which said lien is shown by the report of the said Commissioner in Chancery in this cause, and after the payment of which there will then remain in the hands of your commissioner a balance of three hundred thirty four dollars and fifty three cents, (\$334.53), which should be applied as a credit on the judgement of Wm. M. Crumpler, your complainant, obtained by him against Gus. M. Brown et als., which said judgement is more specifically set out in the report of the Commissioner in Chancery in this cause, the amount due under said judgement being a total of one thousand thirty two dollars and twenty two cents (\$1032.22), which represents the principal, interest, attorney fee, and costs up to December 26th., 1924, the date on which the property in litigation herein was sold.

That your commissioner has in hand the net sum of two hundred sixty one dollars and twenty eight cents (\$261.28), it being the balance remaining after the payment of the taxes due

and the pro-rata share of costs chargeable against the five acre tract standing in the name of Gus M. Brown, which said balance should, also, be credited on the aforesaid judgement of the complainant in this suit, the said Wm. M. Crumpler. This said sum, together with the sum set out as a credit on this judgement in the paragraph next preceding this, will total the sum of five hundred ninety five dollars and eighty one cents (\$595.81), to be applied to the line of the said Wm. M. Crumpler, and this said amount subtracted from the sum of one thousand thirty two dollars and twenty two cents (\$1032.22), the total amount due on the judgement of the said Wm. M. Crumpler, would leave a balance of four hundred thirty six dollars and forty one cents (\$436.41), with interest thereon from the 26th., day of December, 1924, due the said Wm. M. Crumpler, for the satisfaction of which your commissioner has no funds in hand.

And your commissioner begs leave to report further that he has in hand a net balance of eight hundred ~~forty five~~ ^{eighty eight} dollars and ~~five~~ ^{eighty eight} cents (\$845.88), after payment of the taxes due and the pro-rata share of costs chargeable against the thirty acre tract of land standing in the name Herbert H. Brown, which said sum is subject to a prior lien of George N. Guy of sixteen dollars and seventy six (\$16.76) cents, it being one half of the sum due the said George N. Guy under and by virtue of a certain judgement obtained by him against Gus. M. Brown and Herbert H. Brown, jointly, on the 1st., day of December, 1911, after the payment of which there remains in the hands of your commissioner a net balance of eight hundred twenty nine dollars and twelve (\$829.12) cents. This last said sum is subject to a prio lien held by the Bank of Smithfield, which is more fully set out in the report of the Commissioner hereinbefore referred to, which totals the sum of six hundred thirty eight dollars and thirty three (\$638.33), cents. and after the payment of which there would then remain a balance of one hundred ninety dollars and seventy nine (\$190.79) cents, in the hands of your commissioner which should be applied in satisfaction,

as far as it will, of a certain lien held by the said P. D. Gwaltney, Jr., for the total sum of four hundred and four (\$404.00) dollars, said line being more specifically set out in the said Commissioners report, which then will leave a balance of two hundred thirteen dollars and twenty one (\$213.21) cents due the said P. D. Gwaltney, Jr., by virtue of said line and for the complete satisfaction of which your commissioner has no funds in hand.

And, 1 stly, your commissioner reports that he has in his hands a net balance of five hundred and eighty three dollars and eighty five (\$583.85) cents arising from the sale of the thirty acre tract of land standing in the name of Willie W. Brown after payment of the taxes due and delinquent thereon and the pro-rata share of costs chargeable against this said tract, which said sum is subject to a line held by P. D. Gwaltney, Jr., for the full sum of six hundred fifty six dollars and seventy five cents, and that after application of the first sum above set out to the satisfaction of this line there will then remain a balance due the said P. D. Gwaltney, Jr., seventy two dollars and ninety (\$72.90) cents, thereon, and your commissioner has not further funds in hands to satisfy same.

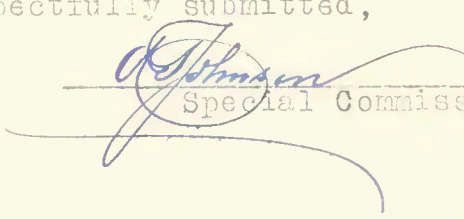
And for the purpose of clarity your commissioner begs to offer the following brief account of his transactions to date in this matter, and the contemplated division of the remaining funds now in his hands, to-wit:

To total amount of sale prices of all five tracts,	\$6112.50
By taxes and costs on 110 acre tract paid,	358.51
By " " " " 30 acres, Gus M. Brown, paid,	56.57
By taxes and costs five acres Gus. M. Brown, paid,	18.72
By taxes and costs 30 acres, Herbert H. Brown, paid,	79.12
By taxes and costs 30 acres Willie W. Brown, paid,	101.15.
By total amount expenditures,	614.07
Balance in hands S. C.,	<u>\$5498.43</u>

By amount to be paid P. D. Gwaltney, Jr., on 1st., lien on 110 acre tract,	\$1943.23
--	-----------

To amount forward by way of credit,		\$5498.43
By amount to be paid P. D. Gwaltney, Jr., on second lien on 110 acre tract,	\$1098.26	
By amount to be paid George H. Guy, on judgement v. Gus M. Brown,	16.76	
By amount to be paid Bank of Smithfield, on second lien on Gus M. Brown,	414.64	
By amount to be paid Wm. M. Crumpler, on account judgement v. Gus M. Brown,	595.81	
By amount to be paid Geo. H. Guy, on judgement v. Herbert H. Brown et al.,	16.76	
By amount to be paid Bank of Smithfield, on account 1st., lien vs. Herbert H. Brown,	638.33	
By amount to be paid P. D. Gwaltney, Jr., account 2nd., lien Herbert H. Brown,	190.79	
By amount to be paid P. D. Gwaltney, Jr., on account 1st., line vs. Willie W. Brown,	583.85	\$5498.43
Bal., in hands Special Commissioner after payment of the aforesaid liens,		.00

Respectfully submitted,



Special Commissioner.

10
Virginia: Circuit Court County
of Isle of Wight.

Wm. M. Crumpler, who sues etc.

v). Chancery. No. _____

Staverty Brown, Sr., et als.

Report of Special Comm-
issioner.

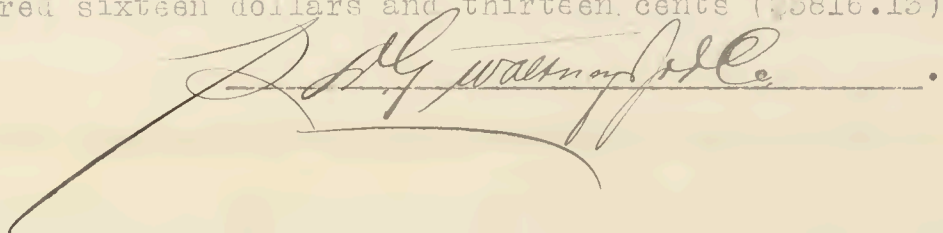
Filed Nov 2 - 1925

JOHNSON AND STEPHENS
ATTORNEYS AT LAW
ISLE OF WIGHT, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

November 10th., 1925.

Received of A. S. Johnson, Special Commissioner in the Chancery cause entitled Wm. M. Crumpler, who sues etc., v. Staverly Brown, Sr., et als., the sum of nineteen hundred forty three dollars and twenty three cents (\$1943.23), in full satisfaction of the first lien held by me against the property of Staverly Brown, Sr.; the sum of one thousand ninety eight dollars and twenty six cents (\$1098.26), to be applied as a credit on the second lien upon the property of the said Staverly Brown, Sr.; the sum of one hundred ninety dollars and seventy nine cents (\$190.79), to be applied as a credit on the second lien held by me against the property of Herbert H. Brown; and, the sum of five hundred eighty three dollars and eighty five cents (\$583.85), to be applied as a credit on the lien held by me against the property of Willie W. Brown. All of the above aggregating a total of thirty eight hundred sixteen dollars and thirteen cents (\$3816.13).

A. S. Johnson

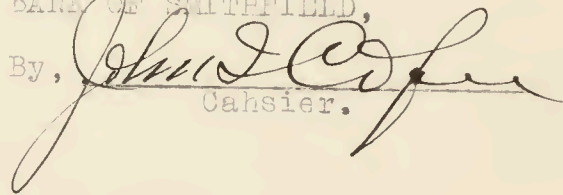
November 10th., 1925.

Received of A. S. Johnson, Special Commissioner in the Chancery cause entitled Wm. M. Crumpler, who sues etc., v. Staverty Brown, Sr., et als., the sum of four hundred fourteen dollars and sixty four cents (\$414.64), in full satisfaction of the lien we held against the property of Gus M. Brown; and, the sum of six hundred thirtyeight dollars and thirty three cents (\$638.33), in full satisfaction of the ~~liability~~ ^{lien} we held against the property of Herbert H. Brown. The two said sums aggregating a total of one thousand fifty two dollars and ninety seven cents (\$1052.97), received by us as aforesaid.

BANK OF SMITHFIELD,

By,

Cashier.



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

William M. Crumpler, who sues etc.,

v). Chancery. No. 435

Staverty Brown, Sre, et als.

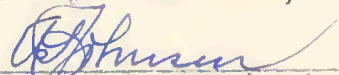
To the Honorable B. D. White, Judge of the Circuit Court of the County of Isle of Wight, State of Virginia:

Your commissioner, A. S. Johnson, begs leave to report that pursuant to a certain decree entered in the above entitled cause on the 2nd., day of November, 1925, out of the remainder of the funds in his hands arising from the sale of the subject matter of this cause, he has paid to P. D. Gwaltney, Jr., the sum of nineteen hundred and forty three dollars and twenty three cents (\$1943.23), in full satisfaction of the ^{first} lien held by him against the tract of land containing one hundred and ten acres, in the bill and proceedings mentioned, standing in the name of Stella M. Brown, et als.; to P. D. Gwaltney, Jr., the sum of one thousand ninety eight dollars and twenty six cents (\$1098.26), on account of the second lien held by him against the aforesaid tract of land; to P. D. Gwaltney, Jr., the sum of one hundred ninety dollars and seventy nine cents (\$190.79), on account of the second lien held by him against the thirty acre tract of land standing in the name of Herbert M. Brown, in the bill and proceedings mentioned; to P. D. Gwaltney, Jr., the sum of five hundred eighty three dollars and eighty five cents (\$583.85), on account of the lien held by him against the thirty acre tract of land in the bill and proceedings mentioned standing in the name of Willie W. Brown; to the Bank of Smithfield, Smithfield, Virginia, the sum of four hundred fourteen dollars and sixty four cents (\$414.64), in full satisfaction of the lien held by it against the thirty acre tract of land in the bill and proceedings mentioned standing in the name of Gus M. Brown; to the said Bank of Smithfield the sum of six hundred thirty eight dollars and thirty three cents (\$638.33), in full

satisfaction of the lien held by it against the said tract of land standing in the name of Herbert H. Brown; to George H. Guy, the sum of thirty three dollars and fifty two cents (\$33.52), in full satisfaction of the judgement obtained by him against Herbert H. and Gus M. Brown; to William M. Crumpler, the complainant, the sum of five hundred ninety five dollars and eighty one cents (\$595.81), on account of the judgement obtained by him against Staverty Brown, Sr., et als; that your commissioner has taken receipts from all of the aforesaid parties for the amounts so paid them, which said receipts are attached hereto and made a part of this report; that your commissioner has no further funds in his hands.

Your commissioner begs leave to report further that there yet remains a balance of four hundred thirty six dollars and forty cents (\$436.40), with interest thereon from the 16th., day of December, 1934, until paid, due upon the judgement of William M. Crumpler, the complainant, and the defendants under the said judgement have no other property in Isle of Wight County out of which satisfaction may be had; however, Goodman Brown and W. T. Brown, two of the defendants under the aforesaid judgement, and who reside in Surry County, Virginia, own sufficient real estate in the last named county to complete satisfaction of the said judgement, but it appears at this time that settlement of the balance remaining on the aforesaid judgement will ^{probably} be made by the two last named defendants without further prosecution of this cause.

Respectfully submitted,


Special Commissioner.

Virginia; Circuit Court Isle
of Wight County.

Wm. M. Crump, Jr., who sues etc.,

v). Chancery. No. 435

Staverty Brown, Sr., et als.

Report Special Commissioner.

Filed December 15 1925

JOHNSON AND STEPHENS
ATTORNEYS AT LAW
ISLE OF WIGHT, VIRGINIA

November 14th., 1925.

Received of A. S. Johnson, Special Commissioner in the Chancery cause entitled Wm. M. Crumpler, who sues etc., v. Staverty Brown, Sr., et als., the full sum of five hundred ninety five dollars and eighty one cents (\$595.81), to be applied as a credit on the judgement I have against Staverty Brown, Sr., et als. The said sum being the surplus derived from the sale of the land standing in the name of Gus M. Brown, there being no surplus remaining from the sale of the property of the other defendants to this cause, ^{226 7/8} ~~together with certain Levy County~~ ^{together with certain Levy County residents} and against whom I hold my said judgement.

William M. Crumpler.

\$33.52

Received of A. S. Johnson, Special Commissioner in the suit of Crumpler etc. v. Brown et als. the sum of thirty three dollars and fifty two cents, it being the amount of judgment which I recovered against Herbert Brown and Gus Brown, and settled in the above suit.

Geo. N. George

Grantor: Goodman & Mary T. Brown

grantee: A.W. Bohannon Trust

Date: 2/17/21 : 3/1/21. DTB. 7-273.

In trust to secure to holder of note \$534.30,
non date note - payable at Bank of Surrey,
Dec. 1st, 1921.

A tract of land in Woburn Dist.
bounded on the North by the lands of
Hubert Brown, W.R. & R.H. Banks; on the
East by the land occupied by Monroe Harris;
on the South by the land of R.H. Banks
and road bed of S.S.D. Ferry Co., on the West
by Hubert Brown, containing 48 acres, more
or less.

Assigned to Goodman & Hubert by R.C.
Brown Trust, DTB. 21-625, assigned to
Goodman by Hubert in deed of partition,
2-12-21.

See deed of trust from Clinton A.
Brown to A. S. Edwards, Trustee, to
secure Goodman Brown the payment
of \$2000.

Deed dated 1/1/20. DTB, 7-241.

Grantor: Goodman & Mary T. Brown.

Grantee: A. S. Edwards, Trustee

Date: 2/24/19 : Rec: 2/25/19 : DTB, 7-214.

In trust to secure B. C. Brynman the payment of the sum of \$2000.00, evidenced by 5 bonds, ~~in date~~ with int., ~~in date~~ date.

111.91 acres land in Surry Co., part of "New Hope" farm, lying on the left side of the public road leading from Abbeville to Cobham Wharf. Assigned to Brown in deed of partition with Josephine Brown, & recorded in DB, 36-269.

Grantor: Goodman & Mary T. Brown.

Grantee: A. S. Edwards, Trustee.

Date: 3/2/13 : Rec: 12/20/13 DB, 5-372.

Bathing Park Lumber Corp., \$99.88, with int. note payable in Dec. 15, 1913.

All right, title & int., in 175⁺ acres assigned to Goodman & Robert Brown by R. C. Douns, trustee.

Grantor: Joseph & Nellie Lou Brown

Grantee: W. J. Brown.

Date: 1/20/15. Rec: 1/28/15. DTB. 34-285-

Amortization: 1000.00

Warranty: General.

45 acres, a part of the "Mill Farm",
bounded by Blair Pegrum, Nathan Brown,
Lee Barlow & Goodman Brown.

Also, the assumption of a deed
of trust for 709.41, dated 2/16/98, and

on 6th day Feb. 1918. the life
of this deed of trust was extended
20 years,

Deed of Partition:

Goodman & Mary T. Brown
and
Josephine & Andrew Brown.

Date: 10/18/12: Rec: 5/31/18.

Assignment: Mutual Benjits exchange of
land.

To Goodman - 111.91 acres, +
lying on left side of road leading from
Albany to the Cobham Wharf.

$$\begin{array}{r} 115' \\ 87' \\ \hline 46\frac{1}{2}' \\ \hline 41\frac{1}{2}' \end{array}$$

$$\begin{array}{r} 175' \\ 46\frac{1}{2}' \\ \hline 128\frac{4}{5}' \\ \hline 64\frac{2}{5}' \end{array}$$

Grantor: Goodman Thany T. Brown.

Grantees: James B. Brown, Julia C. Brown, &
Kennie Kelly.

Date: 3/15/26: Rec: 4/12/26 - 39-61.

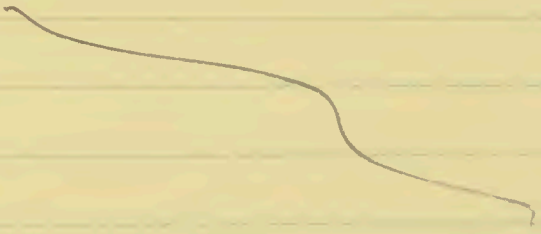
all of his right title & interest in
and to 11.90 acres land being the
remainder of 111.91 acres. the
40 acres to be conveyed to Bessie
Brown -

Amortization: \$1000.00 assumption
of the Brownman debt of trust
totaling \$2500.

Goodman Brown, Mary T.
and
Hubert & Ely, Brown
and
Aunt and Nanny Brown
and
Mervitt & Berie Sprattley.

Date: 4/20/81 Rec: 4/21/81. DTS. 17-740

Goodman acquired by this
died 90 acres of a tract known as Mill
Farm.



Goodman Brown.

28-765	31-381	7-214	Christie
28-766	2-648	37-221 ⁺ 40 acres to Hubert	
28-766	31-584	7-741	
28-766	3-14	37-259 ⁺ 48 acres H & J Pauline	
28-766	32-74	7-773	
28-766	3-95	37-696	
1-99	32-569	38-351	
29-84	3-543	1-496	
1-102	3-583	39-61 X	
1-187	32-653	9-401	
1-246	32-655		
1-280	3-660		
29-486	3-679		
1-351-02 357	33-89 ± 46 acres to S. Zumber Co.		
29-555	4-81		
1-381	33-736		
29-598	33-255		
29-599	4-81		
1-425	33-524		
1-426	34-243 - 520 acres jointly from Pauline		
29-623	34-329		
29-671	5-328		
1-525	5-372		
30-262	5-225		
30-263	5-447		
30-271	34-601	Deed of partition of 520 acres	
30-272	6-281		
1-725	6-445		
1-727	6-498		
30-538	36-150 conveyed 1 acre.		
30-572	6-759		
1-338	36-269		
	7-73		

W. J. Brown -

1-102, ✓ 36-641. ✓
1-129 ✓ 7-435,
29-598
1-425 ✓ 34-785.
1-427 ✓
31-15 ✓
3-419 ✓
33-528 ✓
4-510 ✓

Goodman - New Hoge - 111 9/10
" - Mill Farm - 39 1/4

Herbert & Goodman - California - 105

Wm. J. Brown - Part Mill Farm - 45

~~148~~

~~149~~

~~150~~

~~151~~

80 ✓

81 ✓

82 ✓

83 ✓

84

85

86

87

88

89

List of D.D. made by W. J. Brown on Index #1.

16-560 - 17-679 - 17-753 - (18-321 B15)

18-292

20-523

23-529 - 24-260 - 24-266

25-36 - 25-51 - 25-725

Slyther notes.

4
19-
63-✓

G.B.

23 - 586 ✓

A.D.

63-✓

Judgments to Goodman Brown.

135✓

142✓

W.M. Crumpler

156✓

73

77✓

S. Br - Sr - H. H. B. - H. H. B. - Sum. M. B. A. J. B. -

78✓

Goodman B. - Kenneth B. - Maggie B. - Ely B. - H. Elie
Brown & Frank Brown -

79

Received July 6 - 1922. Docketed July 15 - 22.

15✓

815.35 amt. recd - from May 10 - 22. T 690-

17✓

Certs -

17✓

24✓

R. S. Edgerton & Co.
73

Chas. A. Brown & Goodman Brown.

Date Aug 12 - 25 J.P. Ct.

Docketed Aug 13 - 1925. \$300.00 mt - from

Nov. 3 - 1924 - + 10% costs - \$3.55

N. J. Bell.

75.

Goodman Brown:

Date Feb 20 - 1926. G. C. B. J.P. -

Docketed - Feb. 23 - 4 P.M. \$250.00 mt - from 9/1/21 -
\$2.05 Costs.

C. J. Hamlin

73

Goodman & M. J. Brown

Dated Nov. 10 - 26. H. C. L. J.P. Docketed Nov.

11th 1926 - \$200.00 Int from Nov. 10 - 26.

Costs 2.55 (no fee returned)

Judgments vs H. G. Brown.

Geo W Dask

vs

John T H. G. Brown -

Date Nov. 13-22. J.R. B. J.P.

Docketed Feb. Feb. 24-1923.

\$51.00 Debt int- from 15 of Aug. 1922.

+ costs \$3.05

No Effects.

=

Geo W Dask

vs

H. G. Brown & Port Smith.

Date May 17-22- J.R.B. J.P. 7

Docketed Feb 24-23.

\$33.03 int- from May 17-1922

+ cost- \$ 3.05 Costs. N. E.

=

S. Hay & Son Co.

vs

H. G. Brown

Date Feb. 28-23.

Docketed Mar. 10-23.

\$30.00 Debt from Feb. 28-1923. 1410

Costs. No Effects.

Edwards -
notes.

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

Wm. M. Crumpler, who sues etc.

v) Chancery. 435.

Staverty Brown, Sr. et als.

TO HONORABLE BENJAMIN DEY WHITE, JUDGE OF THE CIRCUIT COURT OF THE
COUNTY OF ISLE OF WIGHT, STATE OF VIRGINIA.

The undersigned, special commissioner in this cause, respectfully reports to the Court that no further settlement has been made upon the judgment of the complainant than reported in the report filed herein on the 15th. day of December, 1925; and, that the complainant is asking for payment, in full thereof; that, as stated in the bill of complaint, the judgment makes no distinction between the liability of the parties defendant thereto, although it is a fact that Goodman Brown and W. T. Brown were sureties; that all of the property of the other defendants, within the jurisdiction of this Court, has been subjected to the payment of the liens thereupon, prior to the lien of the complainant's judgment, leaving a balance due thereon, as of the 26th. day of December, 1924, of \$436.41, *that the judgment has been doctored in the clerk's office of Surry County, Virginia,* with interest thereon from that date; that the defendants, Goodman Brown own real estate in the County of Surry, in the State of Virginia; that executions have been issued, directing the Sheriff of the County of Surry, to levy upon the goods and chattels of the said Goodman Brown and W. T. Brown, which has been returned nulla bona; that the settlement, in full, of complainants judgment, as was anticipated when the report of your commissioner was filed herein on the 15th. day of December, 1925, has not been effected.

It is, therefore, recommended that one of the commissioners in Chancery of this court be directed to ascertain and report to the Court:

1. What amount yet remains unpaid upon the judgment of the

complainant.

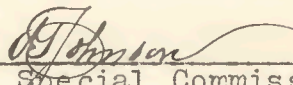
2. Of what real estate the said Goodman Brown and W. T. Brown are seized and possessed, in the County of Surry, in the State of Virginia, or elsewhere, within the jurisdiction of this court, subject to the payment of the lien of complainant's judgment, and if the same, within five years, will rent for a sufficient amount to pay the costs of this proceeding, properly assessable against the same, and the liens thereon.

3. Where said real estate is situate, what liens there are of record against the same, with their priorities and dignities, and the annual and fee simple values of said land.

4. A description of said land owned by said Goodman Brown and W. T. Brown, within the jurisdiction of this Court.

5. Any other matter specially stated, deemed pertinent by the Commissioner, or which may be required by any party in interest to be inquired into and reported to the Court.

Respectfully submitted,


Special Commissioner.

Virginia: In the Circuit
Court of the County of
Isle of Wight.

Wm. M. Crumpler, who sues etc.

v) Chancery. 435.

Staverty Brown et als.

Report of Special Commiss-
ioner.

Filed May 3rd. 1926.

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

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

William M. Crumpler, who sues on behalf of himself and all other lien creditors of either, any, or all of the hereinafter named debtors, shown in section one of the bill of complaint, who shall come in and contribute to the costs of this suit.

V). Chancery. No. 435.

Staverty Brown, Sr., and Maggie Brown, his wife; Gus M. Brown and Elvey Brown, his wife; Herbert H. Brown and Henreitta Brown, his wife; Willie W. Brown and Susie L. Brown, his wife; Staverty Brown, Jr., and Elise Brown, his wife; Minnie L. Pierce and Louis L. Pierce, her husband; W. T. Brown; Goodman Brown; Stella M. Brown; Frank L. Brown; J. W. Holloway; O. S. Owen; D. W. Chapman; Geo. W. Delk; P. D. Gwaltney, Jr; E. H. Williams; Geo. N. Guy; Bank of Smithfield, a banking corporation; R. A. Edwards, trustee; Geo. F. Whitley, trustee; M. Anderson Maxey, trustee; J. W. Luter, trustee; John I. Cofer, trustee; C. S. Betts; A. S. Johnson, trustee; Bank of Surry County; B. C. Berryman; A. W. Bohannon, trustee; Lucille W. Edwards, administratrix of the estate of R. A. Edwards, trustee; O. L. Shewmake, trustee; W. F. Rife; Smithfield Hay and Grain Feed Co; Federal Land Bank of Baltimore, and Basil Bailey.

This cause, in which William M. Crumpler is the complainant, and Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; W. T. Brown; Goodman Brown; Stella M. Brown; Frank L. Brown; J. W. Holloway; O. S. Owen; D. W. Chapman; Geo. W. Delk; P. D. Gwaltney, Jr; E. H. Williams; Geo. N. Guy; Bank of Smithfield, a banking corporation; R. A. Edwards, trustee; Geo. F. Whitley, trustee; John I. Cofer, trustee; M. Anderson Maxey, trustee; C. S. Betts; A. S. Johnson, trustee; Bank of Surry County; B. C. Berryman; A. W. Bohannon, trustee; Lucille W. Edwards, administratrix of the estate of R. A. Edwards, trustee; O. L. Shewmake, trustee; Smithfield Hay and Grain Feed Co; W. F. Rife; Federal Land Bank of Baltimore, and Basil Bailey are the defendants, came on this day to be heard upon the bill of complaint, personal service of process having been made upon the defendants, Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvie Brown; Herbert H. Brown; Henreitta Brown;

Willie W. Brown; Frank L. Brown; ⁱⁿ Elsie Brown; Staverty Brown, Sr; Basil Bailey; Bank of Surry County; A. W. Bohannon, trustee; Federal Land Bank of Baltimore; Goodman Brown; W. T. Brown; B. C. Berryman; Bank of Smithfield, a banking corporation; John I. Cofer, trustee; J. W. Luter, trustee; Geo. N. Guy; C. S. Betts; O. S. Owens; D. W. Chapman; Geo. F. Whitley, trustee; E. H. Williams; J. W. Holloway; M. Anderson Maxey, trustee; P. D. Gwaltney, Jr; A. S. Johnson, trustee; R. A. Edwards, trustee; O. L. Shewmake, trustee; and, Lucille W. Edwards, administratrix of the estate of A. S. Edwards, trustee; Minnie L. Pierce, Louis L. Pierce, Stella M. Brown and Susie L. Brown, having been proceeded against by order of publication, as is provided in the case of non-resident defendants; and, all of the defendants have failed to appear, plead, answer or demur to the said bill of complaint, the same is taken for confessed, and was argued by counsel:

On consideration whereof it is adjudged, ordered and decreed that this cause be referred to one of the commissioners of the court, who will inquire into and report to the court:

1. Of what real estate, or interest therein, the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Staverty Brown, Jr; ⁱⁿ Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, and where such real estate is situated.

2. Whether or not the real estate of which the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Staverty Brown, Jr; ⁱⁿ Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, or have any interest, whasoever, in, will be sufficient, if rented out for a term of five eyars, be sufficient to satisfy the lien indebtedness thereon.

3. An account of all the lien indebtedness against the real estate of which the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown are seized and possessed, or have any interest in, as well as against the interest of any party therein, whether created by the party in interest, or otherwise, together with their amounts and priorities.

4. The annual and fee simple values of the real estate of which the said Staverty Brown, Sr; Maggie Brown; Gus M. Brown; Elvey Brown; Herbert H. Brown; Henreitta Brown; Willie W. Brown; Susie L. Brown; Staverty Brown, Jr; Elsie Brown; Minnie L. Pierce; Louis L. Pierce; Stella M. Brown; and, Frank L. Brown, are seized and possessed of, or have any interest in.

5. Whether or not all the proper parties are properly before the court.

6. Any other matter specially stated, deemed pertinent by the commissioner, or required to be stated by any party in interest.

And this cause is continued.

5
Virginia: In the Circuit Court
of the County of Isle of Wight.

William M. Crumpler,

v). Chancery. No. 435.

Staverty Brown, Sr., et als.

Note for decree:

Enter this:

ABW
Nov., ~~3-2~~, 1924.

*Book 8
page 238*
JOHNSON AND STEPHENS
ATTORNEYS AT LAW
ISLE OF WIGHT C. H., VA.

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

William M. Crumpler etc.

v) Chancery. No. 435.

Staverty Brown et als.

This cause came on this day to be again heard upon the papers formerly read, and upon the report of R. A. Edwards, Commissioner in Chancery, filed herein on the 28th. day of November, 1924, and to which there is no exception, which report is responsive to a decree entered herein on the 3rd. day of November, 1924, and was argued by counsel:

And it appearing from said report that Staverty Brown, Sr. has, since the institution of this suit, departed this life; and that he left no real estate; that prior to his death he, and his wife Maggie Brown, sometimes called Minnie Brown, owned a tract of land of one hundred and twelve and a half acres, conveyed to them by J. F. Whitney by his deed bearing date the 6th. day of January, 1896, and which is entered of record in the Clerk's Office of this court in Deed Book ~~No.~~ 61, page 238, and described therein as being bounded North by the lands of J. W. Jordan; on the East by the land of Joel Johnson; on the South by the land of J. F. Whitney; and on the West by the lands of Arabella Bunkley's estate; that the said Staverty Brown, prior to his death, owned a tract of land containing seventy six acres, more or less, conveyed to him by John R. Gilliam and others by their deed bearing date the 18th. day of October, 1901, and entered of record in said Clerk's Office in Deed Book ~~No.~~ 68, page 11, and described therein as being bounded on the North by the Rascoe Neck public

road, and J. F. Whitney; on the East by the lands of T. Q. Gilliam's estate; on the South by the lands of J. W. Jordan, and on the West by the lands of T. Q. Gilliam's estate; that the said Staverty Brown and Maggie Brown, his wife, by their deed bearing date the 10th. day of March, 1919, entered of record in said Clerk's Office in Deed Book No. 89, page 138, on the 13th. day of March, 1919, conveyed to Willie W. Brown a tract of thirty acres, more or less, and therein described as being bounded on the North by the land of O. P. Jordan's estate; on the East by Staverty Brown; on the South by the county road leading from Carrollton to Isle of Wight Wharf; and on the West by the Matthews estate; that the said Staverty Brown and Maggie Brown, his wife, by their deed bearing date the 10th. day of March, 1919, and entered of record in the said Clerk's Office as of the 13th. day of March, 1919 in Deed Book No. 89, page 137, conveyed to Herbert H. Brown, a tract of thirty acres of land, more or less, and therein described as being bounded on the North by the county road leading from Carrollton to Isle of Wight Wharf; on the East by the lands of Staverty Brown; on the South by the lands of W. H. Gale; and on the West by the lands of W. H. Gale; that the said Staverty Brown and Maggie Brown, his wife, by their deed bearing date the 10th. day of March, 1919, and entered of record in said Clerk's Office as of the 13th. day of November, 1924, in Deed Book No. 89, page 140, conveyed to Gus M. Brown, sometimes called Gus M. Brown, a tract of land of thirty acres, more or less, described therein as being bounded on the North by the land of the estate of O. P. Jordan; on the East by the land of W. H. Gale; on the South by the county road leading from Carrollton to Isle of Wight Wharf; and on the West by the land of Staverty Brown; that there is nothing in the said deeds to the said Willie W. Brown, Herbert H. Brown and Gus M. Brown to indicate from which of said tracts of land conveyed to said Sta-

verty Brown and Maggie Brown, and to said Staverty Brown, as aforesaid, ^{whether} ~~whether~~ from one or both; that the said Staverty Brown and Maggie Brown, his wife, by their deed bearing date the 15th. day of March, 1919, entered of record in said Clerk's Office in Deed Book No. 89, page 152, as of the 29th. day of March, 1919, conveyed to Minnie L. Pierce, Stella M. Brown and Frank L. Brown one hundred and ten acres of land, be the same more or less, and therein described as bounded North by the land of Herbert Brown; East by the land of Gus M. Brown; South by the land of W. H. Gale; and West by the land of the Whitney estate, reserving, however, a life estate therein to the said Staverty Brown, Sr. and Maggie Brown; that Josephine Moseley and others, by their deed bearing date the 15th. day of January, 1920, entered of record in said Clerk's Office in Deed Book No. 91, page 268, conveyed to Gus M. Brown a tract of land containing five acres, more or less, and therein described as being bounded as follows: on the North by the county road leading from Carrollton to Isle of Wight Wharf; on the East by the land of Solomon Foster, deceased; on the South by the land of Thomas Q. Gilliam; and on the West by the land of George C. Hill; that said Staverty Brown, Sr.. nor his estate, owns any real estate; that said Maggie Brown owns a life interest in the 110 acre tract conveyed to Minnie L. Pierce and others, as aforesaid; that said Willie W. Brown owns a tract of thirty acres, conveyed to him by Staverty Brown and wife as aforesaid; that Herbert H. Brown owns a tract of thirty acres, conveyed to him by Staverty Brown and wife, as aforesaid; that Gus M. Brown owns a tract of thirty acres, conveyed to him by Staverty Brown and wife, as aforesaid; and a tract of five acres, conveyed to him by Josephine Mosely and others, as aforesaid; that Elvey Brown, Henrietta Brown, Susie L. Brown, Elise Brown, sometimes called Elsie Brown, and Louis L. Pierce own no property; that the real estate owned by the several parties aforesaid will not, in five years, rent for enough to pay off the liens of record against them; that the following liens appear of record against the said several tracts of land, to-wit:

That the two tracts first herein mentioned were, before the conveyances by said Staverty Brown and Maggie Brown to Willie W. Brown, Gus M. Brown, Minnie L. Pierce, Staverty Brown, Jr., Stella M. Brown and Frank L. Brown, was conveyed to Geo. F. Whitley, trustee, by said Staverty Brown and Maggie Brown, by their deed bearing date the 9th day of July, 1910, and entered of record in said Clerk's Office in Deed Book No. 78, page 300, in trust to secure to J. W. Holloway the payment of the sum of \$2354.00, evidenced by a bond of even date with said deed, and which said bond is now the property of P. D. Gwaltney, Jr., and upon which there is about eighteen hundred dollars due, and which is a lien upon all of the tracts of land herein mentioned except the five acre tract of land conveyed to Gus M. Brown by Josephine Moseley and others, as aforesaid, and the first lien thereon:

That the said Staverty Brown, Sr., Maggie Brown, his wife, Staverty Brown, Jr. Elise Brown, his wife, Minnie L. Pierce and Louis L. Pierce, her husband, and Stella M. Brown, by their deed bearing date the 28th day of May, 1921, and entered of record in said Clerk's Office in Deed Book No. 90, page 599, as of the 2nd day of August, 1921, conveyed their interest in the hundred and ten acre tract herein mentioned, in which Staverty Brown, Sr. and Maggie Brown owned a life estate, the remainder being in the said Staverty Brown, Jr., Minnie L. Pierce, Stella M. Brown and Frank L. Brown, to J. W. Luter, in trust to secure to P. D. Gwaltney, Jr. the payment of the sum of \$1365.85, evidenced by a certain note bearing even date with said deed, payable January 1st. 1922, and which said deed the said Frank L. Brown signed and acknowledged and it went to record as to him on the 5th day of September, 1921, in Deed Book No. 90, page 617:

That Willie W. Brown and wife conveyed the thirty acre tract of land conveyed to them by Staverty Brown and wife as aforesaid, by their deed bearing date the 10th day of March, 1919, entered of record on the 13th day of March, 1919, in said Clerk's

office in Deed Book No. 88, page 412, to John I. Cofer, in trust to secure to Staverty Brown, Sr. \$600 evidenced by a note of even date with said deed of trust, payable ninety days after date, and which said note is now the property of said P. D. Gwaltney, Jr., and upon which there is due \$575.00, with interest thereon from September 25th. 1922 till paid and a protest fee of \$1.25.

That said Willie W. Brown and wife, by their deed bearing date the 3rd. day of December, 1920, and entered of record in said Clerk's Office as of the 7th. day of December, 1920, conveyed the tract of land last aforesaid to A. S. Johnson, in trust to secure to said P. D. Gwaltney, Jr. \$276.75, evidenced by bond of even date with said deed, payable on demand.

That said Herbert H. Brown and wife, by their deed bearing date the 10th. day of March, 1919, and entered of record as of the 13th. day of March, 1919 in the said Clerk's Office in Deed Book No. 88, page 411, conveyed the thirty acre tract of land conveyed to him by Staverty Brown and Maggie Brown, as aforesaid, to John I. Cofer, in trust to secure to said Staverty Brown \$600 evidenced by a note of even date with said deed, payable ninety days after date, and upon which there is now due \$590, with interest thereon from October 19th. 1923 till paid and \$1.25 protest fee, and which is now the property of the Bank of Smithfield.

That said Herbert H. Brown and wife, by their deed bearing date the 28th. day of May, 1921, entered of record in said Clerk's Office as of the 20th. day of September, 1921, in Deed Book No. 92, page 237, conveyed the tract of land last aforesaid to J. W. Luter, in trust to secure to P. D. Gwaltney, Jr. \$412.54, evidenced by a note of even date with said deed, payable December 1st. 1921.

That Gus M. Brown and wife, by their deed bearing date March 10th. 1919, entered of record in said Clerk's Office as of the 13th. day of March, 1919, in Deed Book No. 89, page 139, conveyed the tract of land of thirty acres, conveyed to him by

Staverty Brown and wife, as aforesaid, to John I. Cofer, in trust to secure to Staverty Brown \$600 evidenced by a note of even date with said deed of trust, payable ninety days after date, and upon which there is now due \$367.50 with interest thereon from February 18th. 1923 till paid and a protest fee of \$1.25, and which said not is now the property of Bank of Smithfield.

That Staverty Brown, Sr. Maggie Brown, his wife, Willie W. Brown and Susie, his wife, Herbert H. Brown and Henrietta Brown, his wife, Gus M. Brown and Elvey Brown, his wife; Staverty Brown, Jr. and Elise Brown, his wife; Frank Brown, Minnie L. Pierce and Louis L. Pierce, her husband, by their deed bearing date the 10th. day of May, 1922, entered of record in said Clerk's Office in Deed Book No. 92, page 276, conveyed the several tracts of land herein mentioned except the five acre tract conveyed to Gus M. Brown by said Josephine Moseley and others, to M. Anderson Maxey, in trust to secure to Wm. M. Crumpler the payment of the sum of \$815.35, evidenced by a negotiable note of even date with said deed, payable on demand.

That said Staverty Brown and Maggie Brown, his wife, Herbert H. Brown and Henrietta Brown, his wife, Staverty Brown, Jr, and Elise Brown, his wife, Frank L. Brown and Willie Brown, by their deed bearing date the 29th. day of June, 1922, of record in said Clerk's Office in Deed Book No. 92, page 279, conveyed to R. A. Edwards, in trust to secure to E. H. Williams \$500⁰⁰ evidenced by two notes, one for \$200 and the second for \$300⁰⁰, both bearing interest from date till paid, the first payable on demand and the second payable December 1st. 1922, the three thirty acres tracts of land herein mentioned, a tract of 110 acres and a tract of 220 acres, and which, as to acreage, is in error, as no such tract as a 220 acre tract was owned by the said parties, it being the manifest intention to convey the said three thirty acre tracts and the 110 acre tract only.

That the following judgments appear of record in the said

A judgment in favor of George W. Delk, dated August 19th. 1922, docketed September 26th. 1922 in docket No. 4, page 129, against Willie W. Brown, for \$28.49 with interest thereon from December 1st. 1920 till paid, and \$3.30 costs.

A judgment in favor of P. D. Gwaltney, trading as P. D. Gwaltney, Jr. ^{and Company} & Co., against Willie W. Brown and Gussie Brown, dated March 10th. 1923, docketed May 1st. 1923 in docket No. 4, page 163, for \$150.00 with interest thereon from December 1st. 1922 till paid and \$3.80 costs.

A judgment in favor of P. D. Gwaltney, Jr., trading as P. D. Gwaltney, Jr. ^{and Company} & Co. against Willie Brown, Staverty Brown, Herbert Brown and G. M. (Gus) Brown, dated the 10th. day of March, 1923, and docketed May 1st. 1923 in docket No. 4, page 163, for \$80.00 with interest thereon from December 1st. 1922 till paid and \$4.80 costs.

A judgment in favor of E. H. Williams, against Herbert Brown, Henrietta Brown, Staverty Brown, Sr., Henry Pretlow, and Maggie Brown, dated April 18th. 1923, docketed May 4th. 1923 in docket No. 4, page 163, for \$80.00 with interest from November 30th. 1923 till paid and \$5.30 costs.

A judgment in favor of E. H. Williams against Herbert Brown, Henrietta Brown, G. M. Brown, Staverty Brown, Jr., Frank Brown, Willie Brown, Staverty Brown, Sr., and Maggie Brown, dated April 18th. 1923, docketed May 4th. 1923, in docket No. 4, page 163, for \$200, with interest thereon from June 17th. 1922 till paid, and \$6.80 costs.

A judgment in favor of E. H. Williams against Maggie Brown and Henrietta Brown, dated April 18th. 1923, docketed May 4th. 1923 in docket No. 4, page 163, for \$100, with interest thereon from September 26th. 1922 till paid and \$3.80 costs.

A judgment in favor of C. S. Betts ^{and Company} & Co. against Herbert H. Brown and Gussie M. Brown, dated May 12th. 1923, docketed June 12th. 1923 in docket No. 4, page 168, for \$19.00, with

interest thereon from December 1st. 1921, till paid, and \$3.80 costs.

A judgment in favor of C. S. Betts ^{and Company} ~~2.00~~ against Herbert Brown and Henrietta Brown, dated May 12th. 1923, docketed May 12th. 1923, in docket ~~No.~~ 4, page 169, for \$37.50 with interest thereon from November 24th. 1922 till paid and \$3.80 costs.

That the several judgments in favor of the said E. H. Williams, according to the statement of said Williams, aforesaid, are in aid of the deed of trust securing him, as aforesaid.

That there are delinquent taxes against Willie Brown's 30 acre tract, aforesaid, for the year 1922, of \$11.55, interest and cost; and for the year 1923, \$11.45, interest and costs:

That there are delinquent taxes against the 112 $\frac{1}{2}$ acre tract of land standing in the name of Staverty Brown et als (this is the 110 acre tract herein referred to), \$32.80, interests and costs for the year 1922; and \$32.51, interest and costs for the year 1923.

That there are delinquent taxes against the thirty acre tract standing in the name of Herbert H. Brown, \$11.45 interest and costs for the year 1923.

That all of the parties necessary to this suit are properly before the court.

That the annual value of the 110 acre tract herein mentioned is from one hundred and sevty five dollars to two hundred dollars, and the fee simple value thereof is twenty five hundred dollars or a probably more.

That the annual value of the thirty acre~~s~~ tract herein mentioned, standing in the name of Willie W. Brown, is seventy five dollars or about that amount, and its fee simple value is between five and six hundred dollars.

That the annual value of the thirty acre tract of land herein mentioned standing in the name of Gus M. Brown is seventy five dollars and its fee simple value is six or seven hundred

dollars.

That the annual value of the five acre tract herein mentioned, standing in the name of Gus M. Brown, is about twenty dollars, and its fee simple value is about a hundred dollars.

That the annual value of the thirty acre tract, herein mentioned, standing in the name of Herbert H. Brown, is between sixty and seventy five dollars and its fee simple value is six or seven hundred dollars.

That the rents and profits from neither piece of said land, will, within five years, pay off the lien indebtedness thereon.

That Basil Bailey is not a necessary party to this suit.

That Staverty Brown, Sr., nor his personal representative, is now a necessary party to this suit, as he died leaving no interest in the real estate herein mentioned.

It is adjudged, ordered and decreed that the said report be, and is, hereby, confirmed:

And it is further adjudged, ordered and decreed that A. S. Johnson, who is hereby appointed a special commissioner for the purpose, do, after advertising the several tracts of land herein mentioned for sale, by printed posted posted in five or more public places in the neighborhood of the said property, for at least ten days, expose the same, in separate parcels, for sale, by public auction, the sales to be for cash.

But the said special commissioner shall do no act under this decree till he shall have entered into a bond in the penalty of \$ 5000⁰⁰, before the Clerk of this court, to be made payable and conditioned as the law directs in such cases, with security to be approved by said clerk.

And the said special commissioner shall make report to the court of his doings hereunder.

17
Virginia: Circuit Court of
Isle of Wight County.

Wm. M. Crumpler, etc.

v) Chancery. No. 435.

Staverty Brown et als.

Note for decree.

Enter this Dec 15th 1924

*Index Book 87
page 247*

JOHNSON AND STEPHENS
ATTORNEYS AT LAW
ISLE OF WIGHT C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

Wm. M. Crumpler, etc.

v) Chancery. No. 435.

Note for decree.

Staverty Brown, et als.

This cause came on this day to be again heard upon the papers formerly read, and upon the report of A. S. Johnson, special commissioner, this day, by leave of court filed, and to which there is no exception, and was argued by counsel:

And it appearing from said report that the said special commissioner, in obedience to the decretal order entered herein on the 13th. day of December, 1924, after having executed the bond required of him therein, and having received the certificate of the clerk of this court as to such execution, and after having advertised the real estate in the bill and proceedings of this suit mentioned, as required by said decree, on the 26th. day of December, 1924, in front of the United States Post Office at Carrollton, in the County of Isle of Wight, State of Virginia begun the sale of said property, and which sale was adjourned to the one hundred and ten acre tract of land mentioned, and at which sale the several parcels of land, in the bill and proceedings of this suit mentioned were sold to the following named persons, to-wit:

1. The thirty acre tract standing in the name of Willie W. Brown, to A. F. Thomas, for the sum of six hundred and eighty five dollars, (\$685.00).

2. The one hundred and ten acre tract, standing in the name of Staverty Brown and others, to said A. F. Thomas for the sum of thirty four hundred dollars (\$3400.00).

3. The thirty acre tract, standing in the name of Herbert H. Brown, to said A. F. Thomas, for the sum of nine hundred

and twenty five dollars (\$925.00).

4. The thirty acre tract of land standing in the name of Gussie M. Brown, to E. H. Williams, for the sum of eight hundred and twenty two dollars and fifty cents (\$822.50).

5. The five acre tract of land, standing in the name of Gussie M. Brown, to said E. H. Williams, for the sum of two hundred and eighty dollars (\$280.00).

That the said tracts of land, all of them, sold for more than the estimated values thereof, as shown by the report of Commissioner in Chancery, R. A. Edwards, filed herein on the 28th. day of November, 1924.

That the said sale was fairly attended.

That conveyance of the several tracts to the said purchasers is recommended by said special commissioner.

The Court doth adjudge, order and decree that the said several sales herein mentioned, and reported by said special commissioner, be, and they are, hereby confirmed.

And it is further adjudged, ordered and decreed that the said special commissioner, A. S. Johnson, collect from the said purchasers the sums bid by them for the several tracts of land herein mentioned, and make and deliver to them deeds of conveyance therefor, with covenant of special warranty upon the payment to him of the several sums bid by them as aforesaid.

And the said special commissioner shall make further report to the court.

And this cause is continued.

9
Virginia: Circuit Court
of Isle of Wight County.

Wm. M. Crumpler etc.

v) Chancery. No. 435.

Staverty Brown et als.

Note for decree.

1945
Jan. 5.
Enter this R.W.

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page 256.
JOHNSON AND STEPHENS
ATTORNEYS AT LAW
ISLE OF WIGHT C. H., VA.

The Linden Printing Company, Hartford, Connecticut, U.S.A.

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

Wm. M. Crumpler, who sues etc.,

v). Chancery. No. _____

Staverty Brown, Sr., et als.

This cause came on this day to be again heard upon the papers formerly read, and upon the report of A. S. Johnson, Special Commissioner, this day, by leave of the court, filed, to which there was no exception, and was argued by counsel:

And it appearing to the court, from the said report, that the said A. S. Johnson, Special Commissioner as aforesaid, after collecting from A. P. Thomas the total sum of five thousand and ten dollars (\$5010.00), conveying^{ed} to him, by deed with covenant of Special Warranty, three of the tracts of land in the bill and proceedings mentioned, and that the said Special Commissioner, after having collected from E. H. Williams the total sum of eleven hundred and two dollars and fifty cents (\$1102.50). conveyed to him, the said E. H. Williams, by deed with covenant of Special Warranty, the two remaining tracts of land in the bill and proceedings mentioned; that out of the funds coming into the hands of the said special commissioner from the sale price of the subject matter of this cause he has paid the costs of this cause, up to and including the entry of a final decree, which costs are as follows, to-wit:

Write tax,	\$1.50
Taxed attorney fee,	15.00
Clerk's fees,	27.35
Premium on Special Commissioners bond,	15.00
Smithfield Times, Order of Publication,	12.50
Witness fees paid,	15.00
Sheriff's fees paid,	15.00
Special Commissioner's fees,	131.25
Revenue stamps on deeds to purchasers,	7.00

Draft of deeds to purchasers,	\$50.00
W. H. Chapman, Crying property,	10.00
Sale notices,	5.00
Commissioner's fee making report,	<u>50.00</u>
Total amount of costs,	\$354.60

And it further appearing to the court, from the said report, that the said special commissioner has pro-rated the costs of this cause among and between the five tracts of land which constitute the subject matter of this cause in accordance with their respective selling prices, so that the one hundred and ten acre tract standing in the name of Stella M. Brown et als., which sold for the sum of thirty four hundred (\$3400) dollars, bears costs in the amount of one hundred and ninety seven dollars and twenty three (\$197.23) cents; the thirty acre tract standing in the name of Willie W. Brown, which said tract sold for six hundred and eighty five (\$685) dollars, bears costs in the sum of thirty nine dollars and seventy four cents (\$39.74); the thirty acre tract standing in the name of Herbert H. Brown, which said tract sold for nine hundred and twenty five (\$925) dollars, bears costs in the sum of fifty three dollars and sixty six (\$53.66) cents; the thirty acre tract standing in the name of Gus M. Brown, which said tract sold for eight hundred twenty two dollars and fifty (\$822.50) cents, bears costs in the amount of forty seven dollars and seventy two cents, (\$47.72); and, the five acre tract standing in the name of Gus M. Brown, which said tract sold for the sum of two hundred and eighty (\$280) dollars, bears costs in the amount of sixteen dollars and twenty five cents; that after the payment of the costs and taxes chargeable and due against the said one hundred and ten acre tract standing in the name of Stella M. Brown et als., which totaled the sum of three hundred fifty eight dollars and fifty one (\$358.51) cents, the said special commissioner now has in hand a net balance of three thousand forty one dollars and forty nine (\$3041.49) cents, to be applied in the satisfaction of the liens existing against this said sum; that this said sum is, first, subject to a certain lien due P. D. Gwaltney, Jr., totaling the sum, principal and interest,

of nineteen hundred forty three dollars and twenty three (\$1943.23) cents; that the remainder, one thousand and ninety eight dollars and twenty six cents (\$1098.26), is subject to a certain other lien held by the said P. D. Gwaltney, Jr., for the sum of sixteen hundred and ten dollars and sixty cents (\$1610.60), principal and interest; that after payment of the taxes due and costs chargeable against the thirty acre tract of land standing in the name of Gus M. Brown, which totaled the sum of fifty six dollars and fifty seven (\$56.57) cents, there is now a net balance of seven hundred sixty five dollars and ninety three (\$765.93) cents; that this sum is subject to a certain first lien held by George M. Guy for the total sum of sixteen dollars and seventy two cents (\$16.72); a second ~~lien~~ of four hundred and fourteen dollars and sixty four (\$414.64) cents, held by the Bank of Smithfield, and the remainder, three hundred and thirty four dollars and fifty two (\$334.52) cents, should be applied as a credit on the lien of Wm. M. Crumpler, the complainant, whose claim aggregates a total of one thousand thirty two dollars and twenty two (\$1032.22) cents; that after the payment of the ~~taxes due~~ and the costs chargeable against the tract of land containing five acres standing in the name of Gus M. Brown, which said payments totaled the sum of eighteen dollars and seventy two (\$18.72) cents, there is a balance of two hundred sixty one dollars and twenty eight (\$261.28) cents, which should be applied as a credit on the ~~lien~~ of the said Wm. M. Crumpler, making a total credit of five hundred ninety five dollars and eighty one cents (\$595.81), on his said ~~lein~~ of one thousand thirty two dollars and twenty two (\$1032.22) cents, leaving a balance yet due of four hundred and ~~thirty~~ six dollars and forty one cents (\$436.41) with interest thereon from the 26th., day of December, 1924, until paid; that after the payment of the taxes due and the costs chargeable against the thirty acre tract of land standing in the name of Willie W. Brown, which said payment totaled the sum of the sum of one hundred and one dollars and fifteen cents (\$101.15), there is remaining a net balance of five hundred eighty three dollars and

eighty five (\$583.85) cents; that this said sum is subject, first, to a lien of six hundred and fifty six dollars and seventy five cents (\$656.75) held by P. D. Gwaltney, Jr., which said net balance is insufficient, by the sum of seventy two dollars and ninety (\$72.90) cents, to satisfy the aforesaid lien; that after the payment of the taxes due and costs chargeable against the thirty acre tract of land standing in the name of Herbert H. Brown, which said payments totaled the sum of seventy nine dollars and twelve cents (\$79.12) there is a net balance in hand of eight hundred forty five dollars and eighty eight (\$845.88) cents; that this said sum is first subject to a certain lien held by Geo. M. Guy for the total sum of sixteen dollars and seventy six (\$16.76) cents; that the remainder of this sum is then subject to a lien of six hundred and thirty eight dollars and thirty three cents (\$638.33) due to the Bank of Smithfield; and, that the remainder is subject to a lien held by P. D. Gwaltney, Jr., for the total sum of four hundred and four (\$404) dollars, which said remainder is insufficient to pay same by two hundred thirteen dollars and twenty one cents (\$213.21).

Upon consideration whereof the court doth adjudge, order and decree that the said report be, and the same is, hereby, confirmed; and, the court doth further adjudge, order and decree that the said A. S. Johnson, special commissioner as aforesaid, out of the sum of three thousand forty one dollars and forty nine cents (\$3041.49), thenet balance arising from the sale of the one hundred and ten acre tract of land standing in the name of Stella M. Brown et als., pay to P. D. Gwaltney, Jr., the sum of nineteen hundred forty three dollars and twenty three (\$1943.23) cents; and, out of the remaining sum of one thousand and ninety eight dollars and twenty six cents (\$1098.26), he, the said special commissioner apply same to the payment of the second lien due the said P. D. Gwaltney, Jr., of sixteen hundred and ten dollars and sixty cents (\$1610.60), or apply same to the payment thereof as far as it will go, and take the receipt of the said P. D. Gwaltney,

Jr., for both payments as aforesaid; that out of the sum of seven hundred sixty five dollars and ninety three cents (\$765.93) the net balance arising from the sale of the thirty acre tract of land standing in the name of Gus M. Brown, he, the said special commissioner, pay George N. Guy, first, the sum of sixteen dollars and seventy two cents (\$16.72); that out of the remainder, seven hundred forty nine dollars and seventeen cents (\$749.17), pay to the bank of Smithfield, the sum of four hundred fourteen dollars and sixty four cents (\$414.64) in satisfaction of the lien it holds against this said sum, and the remainder of three hundred and thirty four dollars and fifty three cents (\$334.53), he shall pay to Wm. M. Crumpler to be applied as a credit on the lien of the said Wm. M. Crumpler, which said lien amounts to one thousand thirty two dollars and twenty two cents, as of the 26th., day of December, 1924; that he pay to the said Wm. M. Crumpler, to be applied as another credit on the lien of the said Wm. M. Crumpler, the sum of two hundred sixty one dollars and twenty eight cents (\$261.28), which said sum is the net balance arising from the sale of the five acre tract of land standing in the name of Gus M. Brown; That out of the sum of eight hundred forty five dollars and eighty six cents arising from the sale of the tract of land standing in the name of Herbert H. Brown, he, the said special commissioner, pay, first, to George N. Guy the sum of sixteen dollars and seventy six cents (\$16.76); that out of the remainder of eight hundred and twenty nine dollars and twelve cents (\$829.12), pay to the bank of Smithfield, the sum of six hundred thirty eight dollars and thirty three cents (\$639.33), in payment of their lien against this sum, and that he, the said special commissioner apply the balance of one hundred and ninety dollars and seventy nine cents (\$190.79) to payment of the lien held by P. D. Gwaltney, Jr., which said lien is for the sum four hundred four dollars (\$404); that out of the sum of five hundred eighty three dollars and eighty five cents (\$585.85), the net balance arising from the sale of the thirty acre tract standing in the name Willie W. Brown, he apply the same to the lien held by P. D. Gwaltney, Jr., against

this sum, which said lien is for the sum of six hundred fifty six dollars and seventy five cents (\$656.75); and, that the said special commissioner take receipts from all of the aforesaid parties for the total amounts paid them, and reports his acts hereunder to this court.

And this cause is continued.

17
Virginia: Circuit Court County
Isle of Wight.

M. M. Crumpler, who sues etc.,
v). Chancery. No. _____

Staverty Brown, Sr., et als.

Note for decree.

Enter this:

1925

Nov., 2nd., 1925.

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page 298
JOHNSON AND STEPHENS
ATTORNEYS AT LAW
ISLE OF WIGHT, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

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

William M. Crumpler, who sues etc.,

v). Chancery. No. 435

Staverty Brown, Sr., et als.

This cause came on this day to be again heard upon the papers formerly read, and upon the report of A. S. Johnson, Special Commissioner, this day, by leave of the court, filed, to which there was no exception, and was argued by counsel:

And it appearing to the court, from the said report, that A. S. Johnson, special commissioner, out of the remainder of the funds coming into his hands from the sale of the subject matter of this cause has made the following distribution, to-wit: to P. D. Gwaltney, Jr., the sum of nineteen hundred forty three dollars and twenty three cents (\$1943.23), in full satisfaction of the ^{first} lien held by him against the one hundred and ten acre tract standing in the name of Stella M. Brown, et als; to P. D. Gwaltney, Jr., the sum of one thousand ninety eight dollars and twenty six cents (\$1098.26), on account of the second lien held by him against the afore-said tract of land; to P. D. Gwaltney, Jr., the sum of one hundred ninety dollars and seventy nine cents (\$190.79), on account of the ~~lien~~ held by him against the thirty acre tract of land standing in the name of Herbert H. Brown; to P. D. Gwaltney, Jr., the sum of five hundred eighty three dollars and eighty five cents (\$583.85), on account of the lien held by him against the thirty acre tract of land standing in the name of Willie W. Brown; to the Bank of Smithfield, Smithfield, Virginia, the sum of four hundred fourteen dollars and sixty four cents (\$414.64), in full satisfaction of the lien held by it against the thirty acre tract of land standing in the name of Gus M. Brown; to the said Bank of Smithfield, the sum of six hundred thirty eight dollars and thirty three cents (\$638.33), in full ~~satisf~~ ^{sat}isfaction of the lien held by it against the said thirty acre tract of land standing in the name of Herbert

H. Brown; to George N. Guy the sum of thirty three dollars and fifty two cents (\$33.52) in full satisfaction of the judgement obtained by him against Herbert H. and Gus M. Brown; to William M. Crumpler, the sum of five hundred ninety five dollars and eighty one cents (\$595.81), on account of the judgement obtained by him against Staverly Brown, Sr., et als; that the said Special Commissioner has taken receipts for all of the sum^{so} distributed by him and returned same with his said report; that there are no further funds in the hands of the said Special Commissioner:

Upon consideration whereof the court doth adjudge, order and decree that the said report be, and the same is, hereby, confirmed; and, it is further adjudged, ordered and decreed that the said special commissioner be relieved from the penalty of his bond until the further order of the court.

And this cause is continued.

Virginia: In the Circuit Court
of the County of Isle of Wight.

Wm. M. Grump, Jr., who sues et al.,

vs. Chancery. No. 435

Staverty Brown, Sr., et alis.

Note for decree.

Enter this: Settled

*Book 8
page 309*

JOHNSON AND STEPHENS
ATTORNEYS AT LAW
ISLE OF WIGHT, VIRGINIA

No.

Know all Men by These Presents: That we A. S. Johnson,

principal ,

and

The Fidelity And Deposit Company Of Maryland surety ,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of 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 A. S. Johnson, principal ,

has hereto set his hand and affixed his seal;

and the said Fidelity And Deposit Company Of Maryland surety ,

by R. A. Edwards, , its duly authorized

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

by the signature of the said R. A. Edwards , its said agent and attorney

in fact, this, the 15th day of December A. D. 1924

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound A. S. Johnson, who was appointed Special Commissioner in the Chancery Suit Of William M. Crumpler et als Vs. Staverty Brown et als, by decree entered in said cause on the 15th day of December 1924, then pending in said Court.,

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.

A. S. Johnson [SEAL]
Fidelity and Deposit Company of Maryland
By R. A. Edwards, Jr.
Attorney-in-fact

By _____

Its duly authorized agent and attorney in fact.

Attest: R. A. Edwards, Jr.

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 15th day of December 1924 this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

R. A. Edwards, Jr. Clerk.

^{4 1/2}
H. M. M. Ampleforth
78 cy. #435
Stony Brown et al.
Filed.

12/15/24

John R. A. Edwards.
UW.

Copy of Lond.

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

APRIL 26th 1933

Crumpler et als

VS: #435

Brown et als

It appearing that the decree herein of the 6th day
of March, 1933, was improperly entered, it is ordered that the
same be set aside.

Crumpler et als

Vs No. 435

Brown et als.

Chancery Order Book 9

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Entered 4/26/33
See Judge's memo

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT
MARCH 6th 1933.

Crumpler et als

vs: #435

Brown et als

IT APPEARING that this cause has been on the docket of this Court for more than two years, and that no order has within said period been entered herein, it is therefore ordered, pursuant to the provisions of Section 6172 of the Code of Virginia, as amended, the Clerk of this Court be directed to notify the parties to this cause, if known, or their counsel of record, at his or their last known address, in writing, at least fifteen days before the 25th day of April, 1933, so that on said day all parties named have an opportunity to be heard, and that, except for good cause to then be shown, this cause will be removed from the docket for failure to prosecute the same to a final decree.

Crumpler et al.
vs # 435

Brown et al.

C.O.B # 9

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

Wm. M. Crumpler who sues etc.

v) Chancery. 435.

Staverty Brown, Sr. et als.

This cause came on this day to be again heard upon the papers formerly read, and upon the report of A. S. Johnson, Special Commissioner, this day, by leave of Court, filed, and to which there is no exception, and was argued by counsel: And it appearing from said report that the judgment of complainant has not been settled; that the defendants, Goodman Brown and W. T. Brown are the owners of real estate, situate, lying and being in the County of Surry, in the State of Virginia, which is subject to the lien of the said judgment; that there is a balance due upon said judgment; that execution has issued upon the said judgment, directed to the Sheriff of the County of Surry, State of Virginia, and which has been returned with the endorsement "no effects": Upon consideration whereof it is adjudged, ordered and decreed that this cause be, again, referred to one of the Commissioners in Chancery of this Court, who shall inquire into and report to the Court:

1. What amount yet remains unpaid upon the judgment of the complainant:

2. Of what real estate the defendants, Goodman Brown and W. T. Brown are seized and possessed, in the County of Surry, in this State, or elsewhere within the jurisdiction of this Court, subject to the lien of said judgment, and if the same, within five years, will rent for a sufficient amount to pay the liens of records thereon, prior to the lien of the complainant's judgment, and the judgment of complainant, together with the costs properly assessable against it incurred in the prosecution of this suit:

3. Where said real estate is situated, a description thereof;

what liens there are of record against the same, with their priorities and dignities, and the annual and fee simple values of said real estate.

Any other matter specially stated, deemed pertinent by the Commissioner, or which may be required by any party in interest to be inquired into and stated to the Court.

And this cause is continued.

Virginia: Circuit Court of
Isle of Wight County.

Wm. M. Crumpler, who sues et c

v) Chancery. 435.

Staverty Brown et als.

Note for decree

Enter this May 3rd. 1926.

Book 8301
page

LAW OFFICES
JOHNSON AND STEPHENS
SMITHFIELD, VIRGINIA

The Linden Printing Company, Hartford, Connecticut

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

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

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

AGAINST

William M. Crumpler etc., Plaintiff , {

Staverty Brown et als., Defendant , }

I, R. A. Edwards, Clerk of the said Court, do certify that the
bond required of the Special Commissioner by the decree rendered in said cause on the 15th day
of December 1924, has been duly given.

Given under my hand as Clerk of the said Court, this 15th day of December 19024

R. A. Edwards. clk.

AFTER FIVE DAYS RETURN TO
CLERK'S OFFICE
OF ISLE OF WIGHT COUNTY
ISLE OF WIGHT, VA.



Handwritten:
vs
Brown & Co.
unknown

~~Susie L. Brown,~~

~~Blue Ridge Summit,~~

~~Pennsylvania.~~



THIS SIDE OF CARD IS FOR ADDRESS



Hon. R. A. Edwards
Isle of Wight Courthouse
Isle of Wight, Virginia

January 16, 1940

Dear Mr. Clerk:

I have found the papers of Staverty Brown and others and they are now in my possession. I will bring them there the first time I come. Thanking you for the interest you have taken in the matter, I am

435

By 74

Yours very truly

S. E. Everett