

1933-006 Chancery Causes: Mamie L. Bradshaw, D.
Dale of Wright County John Peter Holland, ux, & al
Petition of John Peter Holland

C. Bradshaw & al vs

Folder 1

117

Other surnames: Clements, Duck, Hill,
Lawrence, Fraser, Ballard, Butler,
Rawles, Vaughan, Barnes

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

MAMIE I. BRADSHAW and J. C. BRADSHAW, her
husband, E. LULIAN BRADSHAW and W. V.
BRADSHAW, her husband, ANNIE MAUD
CLEMENTS and E. A. CLEMENTS, her
husband, and IRENE A. DUCK, Plaintiffs,

vs.

J. PETER HOLLAND and ANNIE M. HOLLAND,
his wife, NANNIE V. BRADSHAW and JACOB
T. BRADSHAW, her husband, MOLLIE A.
LAWRENCE and T. LIVY LAWRENCE, her
husband, Defendants.

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

Humbly complaining show unto your Honor, your complainants, Mamie I. Bradshaw and J. C. Bradshaw, her husband, E. Lulian Bradshaw and W. V. Bradshaw, her husband, Annie Maud Clements and E. A. Clements, her husband, and Irene A. Duck, that Joseph H. Duck was in his lifetime seized of certain real estate in the County of Isle of Wight, State of Virginia, bounded and described as will appear by an abstract of title herewith filed as Exhibit "A", and prayed to be taken and read as a part of this bill; that the interest of the said Joseph H. Duck in said property is shown in said abstract;

That on the _____ day of _____, 1911, the said Joseph H. Duck departed this life, leaving a will, a copy of which is herewith filed as Exhibit "B" and prayed to be taken as a part of this bill, which said will makes no provision as to the said real estate and as to it the said Joseph H. Duck died intestate;

That your said complainants Mamie I. Bradshaw, E. Lulian Bradshaw, Annie Maud Clements, Thos. W. Hill, Nannie V. Bradshaw,

and Mollie A. Lawrence are the heirs at law of the said Joseph H. Duck, the said Thos. W. Hill has conveyed all his interest therein to J. Peter Holland, who is entitled to one-third ($1/3$) of the interest of said Joseph H. Duck, Nannie V. Bradshaw being entitled to one-third ($1/3$) of said interest, Irene A. Duck being entitled to dower in one-third ($1/3$) of said interest, and Mamie I. Bradshaw, E. Lulian Bradshaw, Annie Maud Clements and Mollie A. Lawrence together entitled to one-third ($1/3$) of the interest of the said Joseph H. Duck, subject to the dower rights of Irene A. Duck; that is to say, one-twelfth ($1/12$) each, subject to said dower rights;

That J. J. Duck was in his lifetime seized and possessed jointly with the said Joseph H. Duck in certain parts of the said real estate as appears from the said abstract, and that the said J. J. Duck has departed this life, leaving a widow, Irene A. Duck, and the said Mamie I. Bradshaw, E. Lulian Bradshaw, Mollie A. Lawrence, and Annie Maud Clements, as his heirs at law;

That E. Lulian Bradshaw and Mollie A. Lawrence have conveyed their interest in said land to Joseph H. Duck;

That as to said land in addition to the one-twelfth ($1/12$) part of the interest of Joseph H. Duck, the said Annie Maud Clements and Mamie I. Bradshaw are entitled to an one-eighth ($1/8$) interest each in the said lands.

Your complainants aver that the said land is ~~not~~ susceptible of partition in kind, and that ^{if it is not then} it will be to the interest of the parties that the same be sold and the proceeds divided as provided by law, but if it can be divided in kind among the parties entitled, they desire that it shall be done; the complainant Irene A. Duck hereby agrees to take her dower interest in money to be computed by the statute in such case made and provided.

IN TENDER CONSIDERATION WHEREOF, and inasmuch as your complainants are without remedy save in a court of equity where all such matters are alone and properly cognizable, they pray that the said J. Peter Holland, Annie M. Holland, Nannie

V. Bradshaw, Jacob T. Bradshaw, Mollie A. Lawrence and T. Livy Lawrence, may be made parties defendant to this bill and be required to answer the same, answer under oath being hereby expressly waived; that proper process issue; that all proper orders be entered and inquiries and accounts directed and taken; that the said real estate may be divided in kind if practicable, and if not, that it may be sold and the proceeds divided among the parties entitled thereto; that if necessary a survey be made thereof; that all such other further, general and special relief may be granted your complainants as the nature of their case may require or to equity shall seem meet.

Notice is hereby given that the court will be asked to allow reasonable attorney's fee to John N. Sebrell, Jr., attorney for complainants, for his services in this suit, out of any funds which may come under the control of the court in this cause.

And your complainants will ever pray, etc.

Mamie I. Bradshaw
J. C. Bradshaw
E. Lillian Bradshaw
H. V. Bradshaw
Aunie Maud Clement
E. A. Clement, and
Irene a duck
By J. N. Sebrell, Jr.
their Counsel

J. N. Sebrell, Jr.

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

MAMIE I. BRADSHAW ET ALS,
vs.
J. PETER HOLLAND ET ALS.

BILL.

1st March rules 1912
Process returned executed
on all papers. Cont for Bill

2nd March rules 1912
Bill filed. No nisi.

3rd March rules 1912
Case set down for hearing

JOHN N. SEBRELL, JR.
Attorney and Counsellor at Law
NORFOLK, VIRGINIA
525-527 SEABOARD BANK BUILDING

Bradshaw et als.

VS.

Holland et als.

Petition of J. Peter Holland:

Your petitioner J. Peter Holland, represents that he is a party in interest in the above styled cause, and that he is the purchaser of the land in the bill and proceedings mentioned; that T. Livy Lawrence; the husband of Molly A. Lawrence, was made a party defendant in this suit at the time of its institution and was compos mentis; that after the institution of the suit the said T. Livy Lawrence was adjudged insane and committed to an insane asylum; that no committee has been appointed for him; that he is still insane and in an insane asylum; that his wife, Molly A. Lawrence, on the 25th., day of January 1913, during the pendency of this suit, conveyed all her interest in the land in the bill and proceedings mentioned to Irene A. Duck and J. Clinton Bradshaw, but T. Livy Lawrence, her husband, being insane, did not join in the Deed with her; that the said T. Livy Lawrence has no interest in the property in the bill and proceedings mentioned except as the husband of Molly A. Lawrence; that this state of facts, has caused some doubt to exist as to the title to the property:

Therefore, your petitioner respectfully petitions the court to appoint a guardian ad litem for the said T. Livy Lawrence, who shall be required to answer the bill of complaint and to answer this petition and to do what may be necessary to protect the interest of the said T. Livy Lawrence, if he has any; and that the court adjudge and determine what, if any,

interest the said T. Livy Lawrence may have in the land in the bill and proceedings mentioned or in the proceeds thereof, and that the court make such order as in its opinion may be proper to secure to the said insane husband, T. Livy Lawrence, the same interest in the purchase money and the income thereof that he would have had in the real estate and income thereof if it had not been sold, or to secure to him, out of the purchase money, such sum in gross as in the court's opinion may be sufficient to compensate him for his right of curtesy, if any he has; and to adjudge whether the said T. Livy Lawrence has any right of curtesy in the real estate in the bill and proceedings mentioned or not.

Respectfully submitted.

J. Peter Holland,
by Hugh J. Holland,
his atty

Bradshaw et als.

Vs. } 117

Holland et als.

Petition pf J. Peter Holland.

1914
Dec. 12
Filed J. P. W.

The joint and separate answer of J. Peter Holland, and Annie M. Holland his wife, Nannie V. Bradshaw and Jacob T. Bradshaw her husband, to a bill in chancery filed against them and others in the Circuit Court of Isle of Wight County, by Mamie I. Bradshaw and others.

For answer to the said bill or to so much thereof as these defendants are advised it is necessary that they should answer, these defendants claiming the right of all just exceptions to the many errors, uncertainties and imperfections in said bill, for answer to the same, answer and say:

It is true that Joseph H. Duck, of Isle of Wight County, was in his life time seized and possessed of a certain real estate in the County of Isle of Wight, and State of Virginia, and bounded and described as will appear from an abstract of title filed with the bill in this cause, and marked Exhibit "A"; it is also true that on the -----day of -----1911 the said Joseph H. Duck departed this life, leaving a paper which purported to be his last will and testament a copy of which is filed with the bill in this cause and marked Exhibit "B", but as to whether the said paper writing was indeed and in fact the last will of the said Joseph H. Duck is a question now pending unsettled and to be determined by the Court of Appeals of this state; the said paper however whether it be his will or not makes no provision as to the real estate of said Joseph H. Duck, and as to it he died intestate.

It is also true that the parties stated in the bill as being the heirs-at-law of the said Joseph H. Duck ~~xxx~~ or those ~~extending~~ claiming under said heirs-at-law are all correctly stated in said bill so far as these defendants are informed. As to whether the real estate of which Joseph H. Duck died seized and possessed is susceptible of a division and partition in kind without a sacrifice of interest is an open question; but these defendants are of opinion that it is susceptible of a partition in kind, without a sacrifice of interest, and if it be so susceptible then these defendants desire that it be divided and their part allotted to them. These defendants further say that if it be not susceptible of such partition in kind, then they believe that some of the heirs are willing to take the whole of said real estate and pay to the other heirs a fair cash value for the same, and they therefore desire that an account

be taken showing the fee simple value of the real estate, showing further what the value of each heir would be, and showing further whether any person in interest is willing to take the whole and pay a fair cash value for same. These defendants however are informed and believe and therefore say that said Joseph H. Duck in his life time conveyed all the real estate of which he was seized and possessed by way of advancement to his brother I. W. Duck, and his nephew J. J. Duck, and that they received same by way of advancement. They further say that during the life time of the said Joseph H. Duck, the said I. W. Duck, his brother, being unwilling to receive anything from said Joseph H. Duck by way of advancement reconveyed to said Joseph H. Duck, during the life time of the said I. W. Duck all the interest of the said I. W. Duck in the real estate aforementioned, and they further say that after the death of the nephew J. J. Duck, two of the heirs of said J. J. Duck, to-wit: Mollie A. Lawrence and her husband, and Etta Lulian Lawrence and her husband, being unwilling to receive any part of the estate of Joseph H. Duck as an advancement, did during the lifetime of the said Joseph H. Duck reconvey all their interest in said real estate, which had been conveyed by Joseph H. Duck to J. J. Duck, but these defendants further say that even if it should be held that the conveyance made by Joseph H. Duck by his deed of the 19th day of October, 1885 to I. W. Duck and J. J. Duck, was not an advancement, then the said deed shows that ^{the} consideration was the sum of six thousand, five hundred and sixty-five (\$6,565.00) dollars, and they say that no part of said consideration was ever paid to the said Joseph H. Duck in his life time, not to any one else for him since his death, and therefore they say that Mamie I. Bradshaw and Annie Maud Clements still owe their part of said consideration for said real estate, if they still insist on holding and claiming the same under said deed to their father, and they pray that they shall be compelled to ^{account} ~~pay~~ for the same, or to pay a just consideration for what they received under said deed. These defendants further say that they are informed and believe and therefore charge that their respective interest in said real estate is a larger and greater proportion of same than is set forth in said bill. And having fully answered these defendants pray to be hence dismissed with ^{by them} their reasonable cost in this behalf expended, and they will ever pray, et

J. Peter Holland
Annie M. Holland
Hannie V. Bradshaw.
Jacob T. Bradshaw
By R. H. Rawler,
att. Hugh Holland
their Counsel.

MARIE I. BRADSHAW, ET AL.

VS.

J. PETER HOLLAND, ET AL.

Answer of Defendants.

Filed Sept 16/1913
Per Asphum Co.

In the Circuit Court of Isle of Wight County.

Bradshaw et als.

VS.

Holland et als.

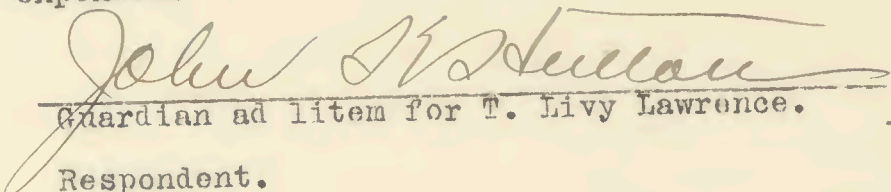
The separate answer of John K. Hutton, Guardian ad litem appointed to defend T. Livy Lawrence in this suit in proper person, to a bill of complaint filed against J. Peter Holland, and Annie M. Holland, his wife, Nannie V. Bradshaw and Jacob T. Bradshaw, her husband, Molly A. Lawrence and T. Livy Lawrence, her husband in the Circuit Court of Isle of Wight County by Mamie I. Bradshaw and J. C. Bradshaw her husband, E. Lulian Bradshaw and W. V. Bradshaw, her husband, Annie Maud Clements and E. A. Clements, her husband and Irene A. Duck, and to a petition filed in this cause by leave of court of J. Peter Holland,

This respondent, reserving to himself the benefit of all just exceptions to the said bill of complaint and to the said petition, for answer thereto, answers and says:

That he is the guardian ad litem appointed to defend T. Livy Lawrence, in this suit; that T. Livy Lawrence is the husband of Molly A. Lawrence and that he was committed to an insane asylum after this suit was instituted; that the said Molly A. Lawrence conveyed her interest in the real estate in the bill and proceedings mentioned on January 25th., 1913 to Irene A. Duck and J. Clinton Bradshaw, but T. Livy Lawrence, her husband, being insane did not join in the Deed with her; that this is a partition suit for sale of certain real estate of which a certain interest was inherited by Molly A. Lawrence from Joseph H. Duck, deceased; that the said

T. Livy Lawrence has absolutely no interest in the real estate in the bill and proceedings mentioned ~~or~~ in the proceeds arising from the sale thereof and no interest for him in said land or proceeds is claimed.

And now, having fully answered the complainant's bill and the said petition, this respondent prays to be hence dismissed with his reasonable cost by him in this behalf expended.


Guardian ad litem for T. Livy Lawrence.

Respondent.

State of Virginia:

County of Hansemond, to-wit:

John K. Hutton, a guardian ad litem for T. Livy Lawrence, the respondent named in the foregoing answer, being duly sworn, says that the facts and allegations therein contained are true, ^{upon his best information & belief.} ~~except so far as they are~~ ~~therein stated to be on information, and that so far as~~ ~~they are therein stated to be upon information he believes~~ ~~them to be true.~~

John K. Hutton
Guardian ad litem for T. Livy Lawrence.
Respondent.

Taken, sworn to and subscribed to before me
Susie F. Harrell a Notary Public of and for the State
aforesaid in my County aforesaid, this 12th., day of
December 1914.

Susie F. Harrell.
Notary Public.

*My commissions expire on the 2nd day
of October 1917.*

Bradshaw et als.

Vs.

Holland et als.

Answer of John K. Hutton,

Guardian ad litem.

1914
Dec. 10
Filed J.K.H.

COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting;

We command you that you summon J. Peter Holland and Annie M. Holland,
his wife, Nannie V. Bradshaw and Jacob T. Bradshaw, her husband; Mol-
lie A. Lawrence and T. Livy Lawrence, her husband,

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
1st. Monday in March, 1912, to answer a bill in
chancery exhibited against them in our said Court by Mamie I.

Bradshaw and J. C. Bradshaw, her husband: E. Lulian Bradshaw and
W. V. Bradshaw, her husband: Annie M. Clements and E. A. Clements,
her husband: and Irene A. Duck

And have then and there this writ.

Witness, A. S. JOHNSON, Clerk of our said Court, at the Court-
house, this 29th day of February, 1912, and in the
year of the Commonwealth.

Teste, *A. S. Johnson* Clerk.

1
Executed the within process
by delivering a true copy
thereof to J. Peter Holland
on the 2d day of March, 1912,
and a true copy to Annie M.
Holland on the 4th day of
March, 1912, both in the
County of Southampton, Va.,
wherein said parties reside.

W A Beedley
for John I Leno^{Jun} Sheriff
of Southampton County

COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting;

We command you that you summon

J. Peter Holland and Annie M. Holland, his wife:

Nannie V. Bradshaw and Jacob T. Bradshaw, her husband:

Mollie A. Lawrence and T. Livy Lawrence, her husband.

to appear at the Clerk's Office of the Circuit Court of the County of
Isle of Wight at the rules to be holden for the said Court on the
1st. Monday in March, 1912, , 191 , to answer a bill in
chancery exhibited against them in our said Court by

Mamie I. Bradshaw and J. C. Bradshaw, her husband;

E. Lulian Bradshaw and W. V. Bradshaw, her husband:

Annie Maud Clements and E. A. Clements, her husband:

and Irene A. Duck.

And have then and there this writ.

Witness, A. S. JOHNSON, Clerk of our said Court, at the Court-
house, this 29th. day of February, 1912, , 191 , and in the
136th. year of the Commonwealth.

Teste, *A. S. Johnson* Clerk.

Original

Bradshaw et als

vs) Subpoena in chancery

Holland et als.

Jacob T. Edwards Jr

*Returned filed
March 1912.*

Executed the with-in summons this the 4th, day of March 1912 by ser-

ving true copy of the same on Daniel V. & Jacob T. Bradshaw and on
Mollie A. & T. Livey Lawrence in person with-in the County of Isle Of
County.

R. Augustus Edwards Sheriff.

By *J. H. Jordan* — D.S.

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

2
3 -----#
4 MAMIE I. BRADSHAW et als #
5 v #
6 J. PETER HOLLAND et als #
7 -----#

In Chancery.

8
9 The depositions of witnesses taken before A. S. Johnson,
10 Commissioner in Chancery for the Circuit Court of the Isle of
11 Wight County, Virginia, pursuant to notice, at Walters, Isle of
12 Wight County, Virginia, December 5th, 1912, to be read as evi-
13 dence in the above entitled cause pending in the Circuit Court
14 of Isle of Wight County, Virginia.

15
16 -----oOo-----

17
18 PRESENT: Mr. John N. Sebrell for the plaintiff.
19 Messrs R. H. Rawles, W. S. Holland and P.
20 L. Deans for the defendant.

21 -----oOo-----

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24 D. S. Phlegar,
25 Shorthand Reporter,
26 Norfolk, Virginia.

1 NOTE: It is agreed that the home place is of the fee simple
2 value of \$12,000.00, and the Elijah place of the value of
3 \$4,000.00, making a total of \$16,000.00 for the two.

4 It is agreed that the record shows that Irene A. Duck,
5 widow of J. J. Duck, is entitled to a dower interest in one-
6 half of the home farm; subject to this dower interest Mamie
7 I. Bradshaw is entitled to one-eighth, Annie Maud Clements to
8 one-eighth and Joseph H. Duck's estate to three-fourths.

9 It is agreed that the record shows that Joseph H. Duck
10 died seized and possessed in fee simple of the tract of land
11 known as the Elijah place, and this descends to his heirs at
12 law.

13 It is agreed that the land of which Joseph H. Duck died
14 seized and possessed is not divisible in kind among the par-
15 ties, and that it would be to the interest of all parties that
16 the same should be sold, and the proceeds divided - all parties
17 being represented by counsel.

18 It is also agreed that neither party will take the entire
19 subject, and pay to the other such part as their interest would
20 entitle them to.

21 The following are the heirs at law and distributees of
22 Joseph H. Duck, deceased: Thomas W. Hill, the grandson of
23 Martha Duck, sister of Joseph H. Duck; Mamie I. Bradshaw, E.
24 Lulian Bradshaw, Mollie A. Lawrence and Annie Maud Clements,
25 daughters of J. J. Duck, the son of I. W. Duck, who was the
26 only brother of Joseph H. Duck; Annie V. Bradshaw, the daughter

BT

1 of I. W. Duck, the only brother of Joseph H. Duck; Thomas W.
2 Hill, has assigned and conveyed all his interest, both real
3 and personal, in said estate to J. P. Holland; that since
4 the institution of this suit, and the entering of the decree
5 of reference, Mrs. Annie V. Bradshaw has conveyed all her in-
6 terest, both real and personal, to J. Peter Holland, in which
7 conveyance her husband, Jacob T. Bradshaw, joined.

8
9 JUDGE RAWLES: John Peter Holland, the assignee of Thomas W.
10 Hill and Annie V. Bradshaw and others, offers in evidence a
11 certified copy of a deed from Joseph H. Duck, dated October
12 19th, 1885, and recorded in Deed Book 49, page 345, in the
13 Clerk's Office of Isle of Wight County, conveying certain real
14 and personal property to I. W. Duck and J. J. Duck.

15 We also offer in evidence a certified copy of a deed from
16 Irvin W. Duck, dated July 9th, 1900, and recorded in Deed Book
17 65, page 531, by which the said I. W. Duck conveyed to Joseph
18 H. Duck all his interest in the land and chattel property, con-
19 veyed to the said I. W. Duck and J. J. Duck by deed bearing
20 date October 19th, 1885, and of record in Deed Book 49, page
21 345, above referred to.

22 We also offer in evidence copy of deed made by Mollie A.
23 Lawrence and T. Livey Lawrence, her husband, and Etta Lulian
24 Lawrence and John Lawrence, her husband, dated May 5th, 1903,
25 recorded in Deed Book 68, page 282, in the said Clerk's Office.

26 Since the conveyance last aforesaid, John L. Lawrence,
the husband of Etta Lulian Lawrence, has departed this life,

BT

D. S. PHLEGAR
SHORTHAND REPORTER
532-536 LAW BLDG.
NORFOLK, VA.

4

1 and the said Etta Lulian Lawrence has married Wilbur V. Brad-
2 shaw.

3 J. Peter Holland contends that the deed from Joseph H.
4 Duck, dated October 19th, 1885, and recorded in Deed Book 49,
5 page 345 to I. W. Duck and J. J. Duck was voluntary; that no
6 consideration whatever passed, although a consideration is named
7 in the deed, and also contends that none of the grantees in
8 said deed ever took possession of any of the property purported
9 to be conveyed, or claimed any right therein, during the life-
10 time of Joseph H. Duck.

11 The said J. Peter Holland, assignee as aforesaid, claims
12 that the one-fourth interest in the said real estate of J. J.
13 Duck, now held by Mamie I. Bradshaw and Annie Maud Clements,
14 must be treated as an advancement to them as a part of what
15 they would be entitled to as distributees of the estate of
16 Joseph H. Duck, deceased.

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18 -----000-----
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1 R. T. FRASER, being duly sworn, testified as follows:

2 Examined by Judge Rawles:

3 Q. How old are you?

4 A. Seventy-three.

5 Q. Your residence? A. Isle of Wight County.

6 Q. Your occupation?

7 A. Doing nothing now, because I have not been able to do
8 anything for the last two or three years.

9 Q. Do you know all the parties to this suit - Peter Holland
10 and the Duck heirs?

11 A. Yes, sir.

12 Q. Will you state whether you were well acquainted with the
13 late Dr. J. J. Duck, in his lifetime?

14 A. Yes, sir, I lived there awhile.

15 Q. How long did you live with him?

16 A. I reckon about fifteen months. I used to go there a good
17 deal, though; I used to go to the Doctor's a great deal.

18 Q. Will you please state whether you ever heard Dr. Duck,
19 in his lifetime, say that he wished to make a reconveyance of
20 the land and property which he received from Joseph H. Duck
21 by a certain deed of record in the Clerk's Office of Isle of
22 Wight County, and that the reason that he wished to reconvey
23 it back to him was that he claimed no interest in the same, and
24 knew that it didn't belong to him?

25 MR. SEBRELL: The question is objected to on the
26 ground that it is immaterial, that it is leading,

1 and is a statement of a person deceased, and not a
2 party to this suit.

3 A. All I know, I heard the doctor say that he wished Uncle
4 Joe would come and fix up the business in regard to the deed.
5 I didn't hear him say that he didn't own it or had nothing to
6 do with it. I didn't hear him say so, but I heard him say
7 that he wanted it fixed before he died - before the doctor
8 died. I thought, and the fact of the business, he said that it
9 was not his - I don't know whether he ever paid a dollar for it.

10 By Judge Rawles:

11 Q. Do you mean fixed by a deed for the land which old man Joseph
12 H. Duck had conveyed to him?

13 A. Yes, he said fix up the papers before he died. Dr. Duck
14 had a very bad place on him here (indicating), and I waited on
15 him, and he said it while he had that bad place on him.

16 Q. You say you heard Dr. Duck say that the property was not
17 his; what did he mean by that?

18 A. The Joe Duck property. He was talking about the Joe Duck
19 property when he said that he wished he would fix the papers
20 up while he was living, that he didn't own the property any way.
21 Dr. Duck was a man who didn't talk so much any way, but about
22 the deed I don't know about that.

23 Q. You mean when he said that he didn't own the property, that
24 Dr. Duck didn't own the property?

25 MR. SEBRELL: Objected to as leading.

26 A. Dr. Duck said that he didn't own the property, and wished

1 he would come and fix up the papers in regard to the property.
2 He didn't tell me he ever paid a cent for it, or a thousand
3 dollars, or one dollar. He didn't tell me that. That is all
4 I know about it.

6 CROSS EXAMINATION

7 By Mr. Sebrell: Without waiving the objection.

8 Q. You were attending Dr. Duck by reason of some ailment that
9 he had?

10 A. Yes, sir, and I lived there afterwards, too. He didn't
11 die at that time.

12 Q. Whatever was the arrangement between Dr. Duck and old man
13 Joe Duck, as to what they were going to fix up, you don't know?

14 A. No. I didn't know Joe Duck had come there for settlement.

15 Q. You don't know what they were talking about except some
16 arrangement of the land?

17 A. Yes, he said that it was not his. I recollect that the
18 doctor said that it was not his, but I don't know that I heard
19 doctor say anything about any money being passed at all. He said
20 it was not his.

21 -----oOo-----
22

23 The further taking of depositions in this case adjourned
24 until December 18th, 1912, at Suffolk, Virginia.
25
26

Suffolk, Virginia,

December 18th, 1912.

Met pursuant to adjournment.

PRESENT: Same parties as heretofore.

-----oOo-----

MRS. IRENE A. DUCK, being duly sworn, testified as follows:

Examined by Judge Rawles:

Q. Will you please state your name?

A. Mrs. Irene A. Duck.

Q. Mrs. Duck, are you the widow of the late Dr. J. J. Duck?

A. I am.

Q. Will you please state when Dr. Duck died?

A. February, 1900.

Q. Do you know whether he owned or was possessed of any real estate, or not, at the time of his death?

A. I don't know, I know that there were deeds passed between him and his Uncle Joe Duck, which were recorded in the Clerk's Office.

Q. Outside of the land conveyed by that deed, did Dr. Duck own any other real estate of his own?

MR. SEBRELL: Objected to on the ground that the record is the best evidence.

A. None I know of.

1 By Judge Rawles:

2 Q. On whose land did he live at the time of his death?

3 A. I. W. Duck's.

4 Q. Have you lived on that since his death?

5 A. No, sir, only one year.

6 Q. On the 19th day of October, 1885, Joseph H. Duck, by a
7 certain deed, conveyed to I. W. Duck and J.J.Duck, for a consider-
8 ation named in said deed, or an alleged consideration, certain
9 real estate and also a lot of personal property consisting of a
10 saw mill, mules, oxen, etc., and household and kitchen furniture.
11 Did you know anything about the execution of that deed at the
12 time it was made?

13 A. No, sir.

14 Q. Where were you living at that time?

15 A. Living at the same place, Mr. Duck's farm.

16 Q. Do you know whether Dr. Duck, in his lifetime, ever took
17 possession of the saw mill and fixtures and the two pair of
18 mules, and two yoke of oxen mentioned in that deed as being
19 conveyed to him and Irvin Duck?

20 A. No, sir.

21 Q. Do you know that he did not take possession of them?

22 A. I don't know anything about it.

23 Q. Have you ever seen them, in your life, at your house, or in
24 his possession?

25 A. No, sir.

26 Q. By that deed it was alleged that he also conveyed to I. W.

D. S. PHLEGAR
SHORTHAND REPORTER
532-536 LAW BLDG.
NORFOLK, VA.

BT

Mrs I A Duck

10

1 and J. J. Duck certain household and kitchen furniture; have
2 you any recollection whether that furniture was ever brought
3 and delivered to you or Dr. Duck?

4 A. No, sir.

5 Q. Did you ever see any of it brought to your house?

6 A. No, sir.

7 Q. He also conveyed a wagon and carts; do you know whether
8 they were delivered?

9 A. They were not that I know of.

10 Q. And also 40,000.00 feet of pine weatherboarding; do you
11 know whether that was delivered to the party named in the deed
12 to whom it was to be delivered?

13 A. No, sir.

14 Q. You do not know anything about it?

15 A. No, sir.

16 Q. If your husband, Dr. Duck, ever received any of this
17 property, he kept it a profound secret from you?

18 A. Yes, sir.

19 Q. Is it not likely that if these mules and horses and wagons
20 and oxen had been brought to your house you would have known it?

21 A. I should have thought so.

22 Q. Do you know whether Dr. Duck, in his lifetime, ever took
23 possession of the land, or any part of the land, that was con-
24 veyed to him by the deed I have mentioned of Joseph H. Duck?

25 A. I do not.

26 Q. He never moved on it with his family, did he?

1 A. No, sir.

2 Q. Do you know where that land was situated - the Joe Duck
3 land?

4 A. It is near Beaver Dam Church.

5 Q. In Isle of Wight County?

6 A. Yes, sir.

7 Q. How far did you live at that time from the Joe Duck land
8 that was conveyed by this deed?

9 A. I don't know exactly.

10 Q. Tell us as near as you can guess?

11 A/ About five or six miles, I reckon.

12 Q. You say you never moved on this land during Dr. Duck's
13 lifetime?

14 A. No, sir.

15 Q. Do you know whether Dr. Duck took any other possession of
16 it - rented it out, or cultivated it, or anything of that kind?

17 A. No, sir.

18 Q. After Dr. Duck's death who qualified as administratrix
19 or executrix of his estate?

20 A. I, myself.

21 Q. About when did you qualify after his death?

22 A. I don't remember exactly what time.

23 Q. More than a year after his death?

24 A. It was about a year, I reckon, or during that year that
25 he died.

26 Q. Have you made a settlement of the estate, so far as you are

1 concerned?

2 A. I have.

3 Q. Did you ever, at any time, while you were acting as his
4 administratrix, seek to claim any of the rents or profits of the
5 land of Joseph H. Duck, which was conveyed in this deed?

6 A. No, sir.

7 Q. Why did you not do so, Mrs. Duck?

8 A. Well, I didn't think it was my business, or I had anything
9 to do with it. I didn't know anything about the deed.

10 Q. It was your business to administer the whole personal es-
11 tate of Dr. Duck, was it not?

12 A. I don't know.

13 MR. SEBRELL: Objected to on the ground that the
14 attorney is asking questions of law of the witness.

15 By Judge Rawles:

16 Q. Did you, after Dr. Duck's death, as his administratrix,
17 ever seek to take possession of the personal property conveyed
18 by this deed?

19 A. No, sir.

20 Q. Why did you not?

21 A. I don't see why you should ask that question. I adminis-
22 tered on Dr. Duck's estate.

23 Q. After Dr. Duck's death, Joseph H. Duck lived many years,
24 didn't he?

25 A. Yes, sir.

26 Q. Did he not retain possession of this land conveyed in this

BT

Mrs I A Duck

13

1 deed during all his lifetime?

2 A. I suppose that he kept it as he did before.

3 Q. Do you not know, as a matter of fact, that he did live
4 there and exercise control over it just as he did before?

5 A. Yes, sir.

6 Q. So far as you know, he rented out the land, and collected
7 the rents himself, did he not?

8 A. He did.

9 Q. Did he not use and treat that land just exactly as his own,
10 and just exactly as if he had never made the deed that we have
11 spoken of that he made to I. W. and J. J. Duck?

12 A. Yes, sir.

13 Q. By deed dated the 5th day of May, 1903, and duly record-
14 ed in the Clerk's Office of Isle of Wight County, it appears
15 that Mollie A. Lawrence and T. Livey Lawrence, her husband,
16 Etta Lawrence and John L. Lawrence, her husband, undertook to
17 reconvey all their interest which they received by virtue of
18 the deed made to J. J. Duck and I. W. Duck back to Joseph H.
19 Duck for the consideration of \$500.00 each; do you know any-
20 thing about that deal?

21 A. I don't remember the time, but I know that he bought the
22 interest back.

23 Q. Is it not a fact Mollie A. Lawrence and Ed Lulian Lawrence
24 are your daughters?

25 A. It is.

26 Q. And the daughters of Dr. J. J. Duck?

- 1 A. Yes.
- 2 Q. Two of them, it seems, undertook to convey their interest
- 3 back; you have two other daughters?
- 4 A. Yes.
- 5 Q. Mamie I. and Maud L ?
- 6 A. Yes.
- 7 Q. About the time that they undertook to convey their inter-
- 8 est back, do you know whether Dr. Duck gave Mamie I. and Maud
- 9 L. money to attend school?
- 10 A. I think that he sent them to school one year.
- 11 Q. Do you know about how much the outlay cost him?
- 12 A. I don't know exactly.
- 13 Q. He made that as a present to them, didn't he?
- 14 A. Yes, sir.
- 15 Q. Mrs. Duck, do you claim now the right to dower in any part
- 16 of this land of Joseph H. Duck, or the land that he conveyed
- 17 to I. W. Duck and J. J. Duck?
- 18 A. Yes, I suppose if the deed is good I ought to claim dower.
- 19 It is recorded in the Clerk's Office.
- 20 Q. If you are entitled to dower now, you were certainly en-
- 21 titled to dower at the time of Dr. Duck's death?
- 22 A. Yes.
- 23 Q. Why is it, during all these years, since Dr. Duck's death
- 24 you did not claim dower in that land if it blonged to Dr. Duck?
- 25 A. I didn't know anything about it much, and I don't care to
- 26 answer. Dr. Duck didn't bother him while he lived - his uncle.

1 Q. Is it not a fact that you did not interfere with it be-
2 cause you knew that the land didn't belong to Dr. Duck?

3 MR. SEBRELL: The question is objected to on the
4 ground that the defendants in this suit cannot attack
5 the validity of the deed in question as being voluntary,
6 or fraudulent, or without consideration, for the rea-
7 son that they claim through Joseph H. Duck, and are
8 in no better position to take advantage of his own
9 wrong than he was himself, if wrong it be. In addition,
10 the question is immaterial because no action has been
11 brought within five years, or any period allowed by
12 law, to set aside said conveyance.

13 NOTE: It is agreed between counsel for the plaintiffs
14 and defendants that this objection shall be consider-
15 ed as being made to every question which bears upon
16 the matter of the conveyance being voluntary or being
17 fraudulently made to I. W. Duck and J. J. Duck, just
18 as if the said objection were fully set out when
19 each question shall be asked.

20 JUDGE RAWLES: To which counsel for the defendant re-
21 plies that the witness on the stand is one of the
22 plaintiffs in the suit, and that it is the plaintiff
23 and not the defendant that is claiming the advantage
24 of the wrong, if any, that was committed by J. J.
25 Duck, and that there is very great difference between
26 the plaintiff seeking to take advantage of a wrong

1 committed by J. J. Duck and the defendant taking ad-
2 vantage of such wrong, and for this reason he thinks
3 the question asked and all similar questions are rele-
4 vant to this issue.

5 A. I do not know.

6 By Judge Rawles:

7 Q. All you do know about the matter is that although this
8 deed was made at the date alleged, that your husband, Dr. J.
9 J. Duck, in his lifetime, never asserted any rights under it,
10 and that you, after his death, never asserted any rights under
11 it until the date of this suit; is that true?

12 A. Yes, sir.

13 Q. Can you explain why this delay?

14 A. No, sir.

15 JUDGE RAWLES: Counsel wishes to say here what he
16 should have said in the beginning, that he is examin-
17 ing this witness as an adverse witness, and subject
18 to the rules of cross examination.

19 By Judge Rawles:

20 Q. Mrs. Duck, have you not heard Dr. Duck say, in his lifetime,
21 that he knew he had no right to that land by virtue of the
22 deed I have mentioned?

23 A. No.

24 Q. Have you ever heard him discuss the matter at all?

25 A. No, sir.

26 Q. Have you not heard him say that he made no claim to the

1 Joe Duck land by virtue of that deed?

2 A. All I heard him say was that the deed passed between him
3 and his uncle.

4 Q. Did you not say, at the home of Mr. J. T. Bradshaw, in
5 Isle of Wight County, about one year before Dr. Duck died, that
6 you and Dr. Duck wished that Joseph H. Duck would have the deed
7 prepared, and take the land back, as neither of you had paid a
8 penny for it?

9 A. No, sir.

10 Q. Do you deny saying that, in the presence of J. T. Bradshaw?

11 A. I do deny it.

12 Q. Did you not, at the same place, and in the presence of
13 Mr. J. T. Bradshaw, about six months after the death of Dr.
14 Duck, say you were sorry the land had not been conveyed back
15 to him in his lifetime?

16 A. I did not.

17 Q. Did you not say that you thought it was a pity for your
18 uncle, and that you were afraid it would give him trouble on
19 account of the deed standing there?

20 A. No, sir.

21 Q. You don't remember saying that?

22 A. No, sir.

23 Q. Mrs. Duck, is there any agreement between you and any of
24 your children that if they would all unite their interests with
25 yours in this suit, that in case of your success you would
26 divide up with them?

1 MR. SEBRELL: The question is objected to on the ground
2 that it is immaterial.

3 JUDGE RAWLES: I will explain the question.

4 Q. (Judge Rawles) Of your four children, two of them had recon-
5 veyed their interest back to Joseph H. Duck, and two of them
6 had not reconveyed their interest back. Have you not promised
7 two of them that if they would unite their interests with yours,
8 that you would divide with them?

9 A. I have not.

10 Q. Have you had any kind of deal with them along that line?

11 A. No, sir, I have not.

12 Q. By a deed dated the 9th day of July, 1900, and duly recorded
13 in the Clerk's Office of Isle of Wight County, I. W. Duck, who
14 was one of the grantees in the deed made by Joseph H. Duck to
15 I. W. Duck and J. J. Duck, above referred to, reconveyed his
16 interest in said land and other property back to Joseph H. Duck,
17 and in said deed, which I now file as an exhibit in this case,
18 and with this evidence marked Exhibit No.1, he used this language:
19 "Whereas, in fact and in truth, no consideration passed from I.
20 W. Duck to Joseph H. Duck except natural love and affection,
21 and so far as I, I. W. Duck, is concerned, the said deed was a
22 deed of gift." Do you know anything about that?

23 A. No, sir.

24 Q. I. W. Duck was your husband's father?

25 A. Yes, sir.

26 Q. Didn't you spend a good deal of time at his house?

1

A. Yes, sir, sometimes I would spend a week there.

2

Q. Haven't you often heard him refer to this matter?

3

A. No, sir.

4

Q. Never heard him allude to it in your life?

5

A. No, sir.

6

7

CROSS EXAMINATION

8

By Mr. Sebrell:

9

Q. Mrs. Duck, I want to get your age in the record; about what
10 is your age?

11

A. Sixty-four years old the 23rd day of August.

12

Q. Major I. W. Duck, the father of J. J. Duck, your husband,
13 was one of the grantees in this deed from Joseph H. Duck. Will
14 you please say whether or not at that time Major I. W. Duck was
15 the owner of much real estate?

16

A. Yes, sir, he was the owner of right smart. I can't tell
17 exactly how much.

18

Q. He was not in any state of poverty at that time, was he?

19

A. No, sir.

20

Q. Very wealthy, wasn't he - very well fixed?

21

A. Yes, sir.

22

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26

1 JOHN M. BALLARD, being duly sworn, testified as follows:

2 Examined by Judge Rawles:

3 Q. What is your age?

4 A. A little over fifty-eight.

5 Q. Where do you reside?

6 A. Isle of Wight.

7 Q. Do you reside anywhere in the neighborhood of Joseph H.
8 Duck?

9 A. Not far from him.

10 Q. How long have you been living there?

11 A. About forty years.

12 Q. Did you not for many years act as kind of business manager
13 for Mr Joseph H. Duck?

14 A. I used to help him out sometimes.

15 Q. He called on you frequently for assistance in his
16 business matters during his lifetime?

17 A. Yes, sir.

18 Q. You were finally appointed a committee for him after his
19 mind had given away, were you not?

20 A. Yes, sir.

21 Q. How many years did you act for him in either capacity, or
22 both capacities?

23 A. I reckon twelve years or more helping about his farm.

24 Q. Did you rent out land for him?

25 A. I looked after some of the tenants, after I was appointed
26 a committee, and he didn't live very long after that he lost

1 mind.

2 Q. When I speak of land, I refer to the land conveyed by
3 I. W. and J. J. Duck?

4 A. He usually attended to it.

5 Q. Who collected the rents from all that land during the
6 lifetime of J. J. Duck?

7 A. He looked after the crops, but he paid the money over to
8 me.

9 JUDGE RAWLES: I also examine this witness as adverse.

10 MR. SEBRELL: He has no interest in this case, and
11 we deny your right to examine him as adverse.

12 By Judge Rawles:

13 Q. State in your knowledge whether Dr. J. J. Duck received
14 any rents and profits from this land during his lifetime?

15 A. No, sir, I don't think he did.

16 Q. Do you know, Mr. Ballard, whether Dr. J. J. Duck ever
17 took possession of that land, or any part of that land, and
18 treated it as his own, during his lifetime?

19 A. No, sir, he never bothered with it. He let him have all
20 that he made.

21 Q. Do you know anything about the deed which we have referred
22 to in this examination today, made by Joseph H. Duck to I. W.
23 Duck and J. J. Duck, conveying certain real estate and personal
24 property?

25 A. I don't know anything about that first one. I only know
26 what has been told me.

1 Q. Have you ever heard Dr. Duck, in his lifetime, say anything
2 about that?

3 A. Once, I think.

4 Q. State what that was?

5 A. Several years ago Dr. Duck, - I used to kill Mr. Duck's
6 hogs, and he come in to help, and one day come up there and
7 told me that Uncle Joe wanted me to kill his hogs, and he was
8 in bad health. He said I told Uncle Joe we had better get
9 together some day and fix up our matters, that some day it
10 might give him trouble.

11 Q. Did you not understand that he referred to a reconveyance
12 of that land?

13 A. That is what I thought, to fix up the land between them.
14 I don't know what it was.

15 Q. Did Dr. Duck ever tell you that he never paid a cent for
16 that land?

17 A. No, sir.

18 Q. It has been stated here by an exhibit filed, that two of
19 Dr. Duck's heirs reconveyed their interest in this land back for
20 a consideration of \$500.00 each?

21 A. Yes, sir, he told me about that himself.

22 Q. Did you ever hear Joe Duck say that he got nothing for his
23 money when he bought them out?

24 MR. SEBRELL: Objected to on the ground that it would
25 be a self serving statement, in addition to the objec-
26 tion which has been agreed to be admitted as being made

BT

J M Ballard

23

1 to the question asked of each witness bearing on this
2 subject.

3 A. No, sir, he never told me nothing like that.

4 By Judge Rawles:

5 Q. He never told you that?

6 A. No, sir.

7

8 CROSS EXAMINATION

9 By Mr. Sebrell:

10 Q. The very fact, Mr. Ballard, that Mr. Joseph H. Duck bought
11 an interest of Mrs. Mollie Lawrence and Mrs. Lulian Bradshaw
12 showed that he regarded the land as being in them, did it not?

13 A. Yes, sir.

14

15 RE DIRECT EXAMINATION

16 By Judge Rawles:

17 Q. They conveyed their joint interest in that land for \$1,000.00.
18 If they had any interest whatever in said land, do you not know,
19 as a matter of fact, that it must have been vastly worth more
20 than \$1,000.00?

21 A. Of course it was worth more than that, but they didn't
22 know how long Mr. Joe Duck would live, and they might have died
23 before he did, and he didn't like the boys, and he bought them
24 out.

25 Q. It was not dependent on their death at all - it was all
26 their land, wasn't it?

1 A. No, sir.

2 Q. If their other two sisters, who had joint interest, suc-
3 ceeded in this suit, their interest in the Joe Duck land will
4 be worth five or six times \$500.00, won't it?

5 A. It depends on how much they get.

6 Q. Supposing the land to be worth the amount agreed on,
7 \$16,000.00?

8 A. You can't always tell what land will bring.

9 MR. SEBRELL: That was just a matter of calculation.
10 By Mr. Sebrell:

11 Q. Mr. Ballard, did you ever hear Mr. Joe Duck, in his life-
12 time, say that Mrs. Clements and Mrs. Mamie I. Bradshaw still
13 retained their interest in the land?

14 A. No, sir.

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A. R. Butler, being duly sworn, testified as follows:
Examined by Judge Rawles:
Q. State your name, age, residence and occupation, and if you know the parties to this suit?
A. A. R. Butler; thirty-four; Carrsville, Virginia; occupation farmer; I know the parties to this suit.
Q. Mr. Butler, will you please state whether you knew Mr. Joseph H. Duck in his lifetime?
A. Yes, sir, I have been knowing him all my life.
Q. Did you know, and if so how long did you know, Dr. J. J. Duck?
A. I have been knowing him all my life about, off and on.
Q. Are you acquainted with the land of which Joseph H. Duck died seized and possessed, and which it is alleged by a certain deed mentioned in this testimony he conveyed to J. J. Duck and Major I. W. Duck?
A. Yes, sir.
Q. How far do you live from that tract of land?
A. About half a mile - just across the farm.
Q. How long have you been living that near?
A. All my life.
Q. Can you state, as a matter of fact, if it be in your knowledge, whether or not Dr. J. J. Duck ever took any possession of any kind of that land under and by virtue of that deed?
A. Not to my knowledge; I never knew anything.

1 Q. Is not it a fact that Joseph H. Duck, during the whole of
2 his life, lived on that land, cultivated it, rented it out,
3 or a part of it, and treated it exactly as his own?

4 A. Yes, sir.

5 Q. Is it not a fact that you, at one time, rented a part of
6 that land?

7 A. Yes, sir, I have been renting some of it for five years
8 now.

9 Q. Who did you deal with in making your rental bargains?

10 A. Mr. Joseph Duck.

11 Q. To whom did you pay the rent?

12 A. I paid the rent to Mr. Duck, and he gave me a receipt
13 in his name.

14 Q. Do you mean Mr. Joseph H. Duck?

15 A. Yes, sir, Mr. Joseph H. Duck.

16
17 CROSS EXAMINATION

18 By Mr. Sebrell:

19 Q. You do not know what arrangement he had with the owners
20 of the land, upon what terms you were to have it?

21 A. No, sir, I don't know anything at all about his arrangements.

22 -----oOo-----
23
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26

REPORTER'S TRANSCRIPT

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

MAMIE I. BRADSHAW et als

v

J. PETER HOLLAND et als

Before

A. S. Johnson, Commissioner.

In Chancery.

Walters, Isle of Wight Co., Va., 191
December 5th, 1912.

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Mrs Irene A Duck	8	19	--	--
John M Ballard	20	23	23	--
A R Butler	25	26	--	--

EUGENE L. GRAVES, INC. NORFOLK, VA.

D. S. PHLEGAR,
SHORTHAND REPORTER
532-533 LAW BUILDING., NORFOLK, VA.
BELL PHONE 504

Ruddhaw et al

n 3

Holland et al

Deposition

Tues Sept 10/1913

Wm. A. Johnson Cert.

REPORTER'S TRANSCRIPT

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

E. LULIAN BRADSHAW, et al

v

J. PETER HOLLAND, et al

Before

A. S. Johnson, Commissioner.

Depositions.

Carrsville, Va., July 24th, 1913.

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J. A. Vaughan	12	14	--	--
J. M. Ballard	13	22	--	--
A. R. Butler	25	23	30	--
J. C. Bradshaw	30	--	--	--

EUGENE L. GRAVES, INC. NORFOLK, VA.

MPD

D. S. PHLEGAR
SHORTHAND REPORTER
532-536 LAW BLDG.
NORFOLK, VA.

1

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

2

3 - - - - - #

4 E. LULIAN BRADSHAW, et al #

5 v # Depositions.

6 J. PETER HOLLAND, et al #

7 - - - - - #

8

9 The depositions of Dr. Gavin Rawles, J. A. Vaughan, J. M.
10 Ballard, A. R. Butler and J. C. Bradshaw taken before me, A. S.
11 Johnson, Commissioner, at Carrsville, Virginia, on July 24th,
12 1913, by consent of parties for the plaintiffs and defendants
13 to be read as evidence in connection with report to made by
14 Commissioner A. S. Johnson in obedience to a decree of refer-
15 ence in the chancery suit of E. Lulian Bradshaw et al v J. Peter
16 Holland et al, pending in the Circuit Court of the Isle of
17 Wight County, Virginia.

18

19 PRESENT: Mr. John N. Sebrell, Jr., for the plaintiffs.

20 Mr. Hugh L. Holland, for the defendants.

21

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23

24

25 D. S. Phlegar,
Shorthand Reporter,
26 Norfolk, Virginia.

1 DR. GAVIN RAWLES, being duly sworn, on behalf of the plain-
2 tiffs, testified as follows:

3 Examined by Mr. Sebrell:

4 Q. You are a practicing physician in the County of Isle of
5 Wight, and reside at Carrsville, do you not?

6 A. Yes, sir.

7 Q. How far do you live from the farm on which Joseph H. Duck
8 lived during his life time?

9 A. I suppose about two and a half miles, between two and two
10 and a half miles, not over three - I don't think as much as
11 three.

12 Q. How long have you been living there?

13 A. Here you mean?

14 Q. Yes. A. 56 years; about that length
15 of time, as far as my record goes.

16 Q. You were one of the executors of the last will and testa-
17 ment of Mr. Duck, were you not?

18 A. Yes, sir.

19 Q. Are you familiar with his real estate?

20 A. Not entirely familiar with the way the land lies, you under-
21 stand. The boundaries, and things of that kind, I have never
22 gone over it, and know comparatively little about the location
23 of the lines, and things of that kind.

24 Q. You are familiar with it, from its general location and
25 general outline?
26

1 A. Yes.

2 Q. Do you think it would sell to better advantage, if sold as
3 a whole, or if divided into small tracts?

4 A. That is the land without any other consideration, you are
5 asking about, is it?

6 Q. My idea is to get your judgment about selling the timber
7 and land separate from the timber?

8 A. I would think to sell the timber first.

9 Q. What do you think of selling the land and timber separately?

10 A. I judge the timber would bring more sold separately, as a
11 whole. That would be my idea. It would depend very largely
12 upon the buyers.

13 Q. You mean by that it would be better to sell the timber
14 separate from the land?

15 A. Yes, sir, and all the timber on the whole tract, not divide
16 up the tract. That would be my idea.

17 Q. What do you think would be the most advantageous, so far
18 as the price is concerned, in the sale of the land?

19 A. Now, that would depend on circumstances. It would depend
20 upon your buyers and bidders. If you had a man who wanted to
21 speculate, and could handle it, the whole thing, it would sell
22 to better advantage as a whole, but if a neighborhood purchaser,
23 who would want it as a farm, it seems to me it could be separated
24 into two or three farms, and a division would have to be made
25 to make one farm sell the other.

26 Q. If the land was put up at public auction, say at Carrs-

1 ville, with the bidders such as you would expect to be here,
2 attending such a sale, what, in your judgment, would be the best
3 way to sell it?

4 A. I think a division of the farm into certainly two, and pro-
5 bably three divisions. I believe there is a portion of that
6 land, that unused pocoson place, if put up and sold without
7 some land that could be attached to it to be cultivated it would
8 bring nothing.

9 Q. My general questions were with reference to the home place,
10 containing all the land, except the Elijah place?

11 A. I have never gotten clear what the Elijah place covers.
12 I don't know whether it includes the field that lies on the right
13 on which Mr. Turner, I think, lives now, or does not. If it
14 does not include that field, I don't believe that landin there
15 would sell for much.

16 Q. What would be the propriety, in your judgment, of having
17 at the sale a large number of persons who would be able to
18 buy the entire tract, if sold as a whole?

19 A. If they wanted it, it certainly ought to make it bring
20 more. If they were there simply as a speculation I don't think
21 it would amount to anything.

22 Q. Do you think the competition would be as great as if sold
23 in small parcels?

24 A. That would depend largely upon your purchasers, as I said
25 awhile ago. If what you want is a mere matter of opinion, I
26 will say that I have seen sales where there were few people,

1 and things sold for more.

2 Q. What would be the propriety in a sale at Carrsville of this
3 property?

4 A. I would prefer it being sold at the home place.

5 Q. What do you think would be the best way - or here, with
6 such buyers as you would expect to come here - you think it would
7 be better to sell in parcels?

8 A. Yes, that is my opinion.

9 Q. Does it lie so it could be separated, or cut up into par-
10 cels for sale?

11 A. Two, certainly.

12 Q. In that connection I would ask if it would be practical,
13 you think, to cut it up into parcels, so that all the parties
14 might have a piece on this side, some having a twelfth and some
15 more?

16 A. I could not answer that question. I don't know. Some of
17 that land is right valuable, and some of it I don't regard as
18 very valuable. I don't know how you would make the division.

19 Q. What do you think of the expediency of having a survey of
20 the land before sale?

21 A. I think it would be advisable under any circumstance. It
22 is a matter with the purchaser, I presume, after sale.

23 Q. What the court wants is to ascertain the best method and
24 getting the best purchaser?

25 A. Yes. I don't know that I am in a position to suggest any-
26

1 thing to the court in that line. It is one of the things that
2 circumstances at the time determine, very frequently determine,
3 the sale and price of a thing. I am simply giving you an off-
4 hand opinion that after thinking over it for a while it comes
5 to me.

6 Q. If it was sold in a lump would it not practically restrict
7 the sale to such persons as were dealing in real estate?

8 MR. HOLLAND: I object to that question on
9 the ground that it is leading.

10 A. It would, in my judgment.

11 Q. If the general class of farmers, or persons who are dealing
12 in buying real estate for their own use, were to constitute
13 the buyers, would it not sell better than if sold to small
14 buyers?

15 MR. HOLLAND: I make the same objection.

16 A. That would be my opinion.

17 By Mr. Sebrell:

18 Q. Have you any idea what the home place is worth exclusive
19 of the Elijah place?

20 A. I would not like to give an opinion. It would be a matter
21 of opinion and nothing else.
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CROSS EXAMINATION

By Mr. Holland:

Q. What kind of division would you suggest; where would you run the line to divide the home place into two pieces?

A. It seems to me - I don't know that I can describe it to you without being there. If you are familiar with the land, you would have to run across - you mean just the home place?

Q. Yes, the home place?

A. The side the house is on?

Q. Don't you know what is known as the Joseph H. Duck home place?

A. Mr. Duck added to that place once or twice, and I don't know just what you mean. The home place, if you mean all the land on the lefthand side of the road from here, the house side.

Q. You know, in a general way the Joseph H. Duck land?

A. Yes, sir.

Q. What division would you suggest?

A. Into two farms.

Q. I understood you to answer it would probably be better to divide it into two places?

A. Two farms, which would cut out the Elijah place, as I understand it, as it is on the other side of the road.

By Mr. Sebrell: Leave the Elijah place out.

By Mr. Holland: Don't interrupt, Mr. Sebrell. I would like to examine the witness my way.

1 A. My idea would be to give a division with ample land to
2 run across the county road below the house that the darky is
3 living in there, Solomon Neely, straight back to the swamp on
4 the other side, and through on the eastern side to the land
5 where the darky is, and all on one side into a farm, and the
6 other on the other side of the road.

7 Q. That division would divide the Elijah place?

8 A. I think it would, so far as I know it.

9 Q. Don't you think it would be almost as good division, if not
10 as good division, to sell the Elijah place separate from the
11 home place?

12 A. If the Elijah place means only the land in the woods, if
13 it does not mean that farm that Turner lives on it seems to me
14 the Elijah place sold as land would bring nothing at all.

15 Q. Suppose the Elijah place contains two acres of arable
16 land, enough to make a good farm, don't you think that would be
17 a good division?

18 A. As I said before it would depend upon the purchasers. If
19 a man would go into a thing like that, it would take a long
20 time. It is mighty near a life time work.

21 Q. From all you know of the place, the division you suggest,
22 would divide the Elijah place and the home place?

23 A. That is my idea. I might be mistaken. It might be through
24 the place down to Mrs. Pruden's. It might put the Elijah place
25 in one, and the other in the other.

26 Q. Have you any idea how many acres in the whole place?

1 A. I have not.

2 Q. Have you any idea of the cost of survey of the Joseph
3 Duck land?

4 A. No. I know what they would probably charge for it.

5 Q. Do you think the survey would prevent the sale there?

6 A. I don't think it would cost over \$40.00 or \$50.00. I real-
7 ly don't know, but I would not suppose it would cost over that.

8 Q. Suppose the place is divided according to your plan, and
9 sold separately, and finally sold as a whole, which place do
10 you think would sell for the most?

11 A. I really don't think about that. I don't have any idea,
12 as it depends upon your purchaser. It depends upon who wants
13 it, and how bad he wants it, would place the degree of value on
14 that land.

15 Q. What did you take into consideration when you suggested a
16 division?

17 A. I figured that if it was purchased by the neighborhood bid-
18 ders that they would more likely be able to handle half of it
19 than the whole of it.

20 Q. Suppose the farm contains 1800 acres, don't you think it
21 would cost more than \$40.00 or \$50.00 to survey it and divide
22 it according to the plan you suggest?

23 A. What does a surveyor charge? \$5.00 a day?

24 Q. Most of them charge \$10.00 and expenses?

25 A. My experience with them has been \$5.00.
26

MPD

Dr Rawles

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1 Q. Do you think that \$5.00 would cover it, \$40.00 or \$50.00?

2 A. If \$5.00 a day, it ought not to take more than ten days
3 to survey it. It seems to me that he could survey the Isle of
4 Wight County in that time.

5 Q. Would there be a residence on one of the places fit for
6 any one to live in?

7 A. There would be the residence the darky lives in, and one
8 Mr. Turner lives in, and a little residence up in the place where
9 the Bradshaws lived, and that would be three small residences.

10 Q. You are not willing to venture an opinion as to how it
11 would sell as a whole?

12 A. It would depend upon who wanted it, and how badly he wants
13 it.

14
15 RE DIRECT EXAMINATION

16 By Mr. Sebrell:

17 Q. The road going by Mr. Duck's residence runs directly in
18 which course?

19 A. North and south.

20 Q. The house is on the west side?

21 A. Yes, sir, the dwelling house.

22 Q. Suppose that the Elijah place is, as I understand it, on
23 the east side of the road?

24 A. Yes, sir.

25 Q. Could the land on the west side of the road be divided
26

1 in two to better advantage?

2 A. It would leave two fairly good sized farms.

3 Q. Could that be done and have arable land and good land?

4 MR. HOLLAND: Objected to as leading.

5 A. I think the line could come to the county line, and stop
6 there.

7 By Mr. Sebrell:

8 Q. Would that be just as advantageous as the sale of it all,
9 if it extended all the way through?

10 A. I think so; it would make three instead of two.

11 Q. If the Elijah place, or the land on the east side of the
12 road was sold as a parcel, and the other sold in two pieces,
13 that would be a practical way to put it?

14 MR. HOLLAND: Objected to on the ground that
15 it is a leading question.

16 MR. SEBRELL: It is agreed that Mr. Holland's
17 objections may apply to all these questions.

18 By Mr. Sebrell:

19 Q. Do I understand, or not, that the part of Mr. Duck's farm
20 on the west side of the road is made up of several tracts that
21 he bought and put together?

22 A. The larger part of that land was the original home tract,
23 but there is a piece lying further back that he bought some
24 twenty-five years ago. I judge that is included in the home
25 tract. That is my idea.
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RE CROSS EXAMINATION

By Mr. Holland:

Q. Suppose the land is put up as a whole, what would be your opinion as to what it would bring?

A. I have not any opinion.

Q. What, in your opinion, would it bring if put up separately?

A. To be frank, if the law allows two places, it would be perfectly right for them to separate it, and sell it as a whole, and that it would be better for both parties. I don't know about the law, but it seems to me that it would be a reasonable thing to do, to divide it and sell it, and put it up as a whole. That is the way it looks to me.

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J. A. VAUGHAN, being duly sworn, testified as follows:

Examined by Mr. Sebrell:

Q. What is your age, residence and occupation?

A. 56 years old; Carrsville, I call it, about a mile from here. I reckon I am a farmer.

Q. How far do you live from the Joseph H. Duck farm?

A. About two miles.

Q. How long have you been knowing that farm?

- 1 A. Ever since I have been big enough to know.
- 2 Q. Do you know the general lay of the land and the location
- 3 of the farm?
- 4 A. About. I have never been over it.
- 5 Q. You have been along the county road?
- 6 A. I have learned by going by the Joe Duck land.
- 7 Q. You know the general outline of it?
- 8 A. Yes, sir.
- 9 Q. Do you know which is the Elijah place?
- 10 A. I know about where the Elijah place is.
- 11 Q. It is on the east side of the county road, isn't it?
- 12 A. Yes, sir.
- 13 Q. What, in your opinion, would be the best method to sell the
- 14 home place, that is all of the other land, except the Elijah
- 15 place, as to the timber and land separately; what do you think
- 16 about that?
- 17 A. I think the timber would be best sold by itself; sold in
- 18 bulk.
- 19 Q. About selling the land, what do you think is the best plan
- 20 to get the best price possible, at public auction, or to sell
- 21 in this location of the home place?
- 22 A. I think if it was cut up into two or three little farms
- 23 it would sell better. I feel that way about it.
- 24 Q. Could it be conveniently cut up into two or three farms?
- 25 A. I think so.
- 26 Q. You have been living in about two miles of it?

1 A. I don't know the back line. I have never been over it.

2 Q. Could those lines be cut to give woodland and arable land
3 too?

4 A. I think so.

5

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CROSS EXAMINATION

7

By Mr. Holland:

8

Q. All you know about this land is what you know from riding
9 along there?

10

A. Yes, sir, that is all.

11

Q. You have never been over it?

12

A. Yes, sir, I have never been over it.

13

Q. How much do you think it would sell for as a whole?

14

A. I haven't any idea. I have had the feeling it would

15

sell for a good price. I don't know how much it would bring.

16

Q. How would you suggest that it be divided?

17

A. They could take all the land on the east side of the road
18 and make a fairly good little farm.

19

Q. That is where the Elijah place is?

20

A. The Elijah place don't join the Joe Duck land.

21

Q. You mean take part of the Joe Duck land, and part of the
22 Elijah place, and put them together, and make a farm?

23

A. You could make a right good farm without, but they would
24 join where that old colored man's house is at, there at the
25 corner of the house would be an opening, and they could run a
26 line there, and that would make a big farm.

MPU

- 1 Q. That would divide the Elijah place?
- 2 A. No.
- 3 Q. Would any of the land of Joseph H. Duck go with the Elijah
- 4 place?
- 5 A. There ain't none of the Elijah place on the west side.
- 6 Q. Does the part on the east side go with the Elijah place?
- 7 A. Yes, sir, on the east side they could run the line back
- 8 to the - they could go down the road; there is another little
- 9 opening, it ain't much of a farm, but it could be made into
- 10 three or four little farms, or one big farm.
- 11 Q. Suppose they should go up there and sell the timber off of
- 12 the whole place, and then sell it in three or four different
- 13 parcels, or sell the whole thing as a whole, which do you think
- 14 would bring the most money?
- 15 A. It depends upon how much the man that buys the timber wants
- 16 the land. If he bought the land he could sell the standing
- 17 timber.
- 18 Q. Suppose that farm was yours, and you were going to sell
- 19 it to bring the most money, would you be willing to spend as
- 20 much as \$500.00 or \$600.00 to have it separated, or would you
- 21 sell it as it is?
- 22 A. I should sell it as it is. I would not get it surveyed.
- 23 In a case of this kind a survey does give better satisfaction.
- 24 Q. Don't a dollar to these parties who own it mean as much
- 25 as a dollar to you?
- 26

- 1 A. This is going through the process of court.
- 2 Q. Don't you think that it would be a useless expense?
- 3 A. I think it would be good for this land, because the buyer
- 4 would know how much land he was getting.
- 5 Q. You would not do it yourself?
- 6 A. I would go and chop these lines myself.
- 7 Q. You said that you did not know which way it would sell for
- 8 most, whether divided or separated?
- 9 A. Yes, sir.
- 10 Q. You don't know how much it would sell for as a whole?
- 11 A. No, sir.
- 12 Q. Why do you think it would be better to divide it then?
- 13 A. Somebody might want a piece, and could pay for two hundred
- 14 or three hundred acres, that could not pay for 1200 acres.
- 15 There might two or three fellows that would want to own and man-
- 16 age that much, but not the whole of it.
- 17 Q. Suppose you separate the cost from the survey, do you think
- 18 it advisable for the purchaser himself to have it surveyed?
- 19 A. I think so.
- 20 Q. You have been living in two miles of this place for about
- 21 56 years?
- 22 A. Yes, sir.
- 23 Q. Do you know how many acres are in it?
- 24 A. No, sir.
- 25 Q. Would you know how to find the lines?
- 26

- 1 A. No, sir. I have never been on the line, as I know of.
- 2 By Mr. Holland:
- 3 Q. Sometime ago did not you have a farm beyond there for sale,
- 4 and the road divided it?
- 5 A. I sold it all together.
- 6 Q. You did not chop it out in lines?
- 7 A. No, sir.
- 8 Q. You thought it was needless to do it?
- 9 A. The man give me all I asked, and I did not think nothing
- 10 about it.
- 11 By Mr. Sebrell:
- 12 Q. Did you sell at public auction?
- 13 A. No, sir. I said that I would sell for so much.
- 14 By Mr. Holland:
- 15 Q. Have you ever heard of a farm being chopped up after you
- 16 had the sale?
- 17 A. Not at public sale, but privately.
- 18 By the Commissioner:
- 19 Q. Do you know any other farm in the neighborhood of the size
- 20 of the Joe Duck place that has been sold in the last ten or fif-
- 21 teen years?
- 22 A. No, sir, I do not.
- 23 By Mr. Holland:
- 24 Q. How many acres of open land?
- 25 A. I have no idea. I don't have no idea.
- 26 Q. Have not you known farms of as many acres of open land sold

1 around there?

2 A. Old man Irvine Duck sold his that was as big as this.

3 Q. How do you tell whether any other farm was sold that was as
4 big as this, when you don't know how much there is in it?

5 A. I don't know. I said that was the biggest sold around here,
6 and I reckon that this was near about that size.

7 Q. Do you know Dr. J. J. Duck?

8 A. That was the place I was speaking of, instead of Irvine
9 Duck.

10 Q. The Joe Duck home place has not that got as many acres?

11 A. That is the place I was speaking of, the Dr. Duck place.

12 Q. That was sold at public auction, and sold as a whole?

13 A. It was sold as a whole.

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18 J. M. BALLARD, being duly sworn, testified as follows:

19 Examined by Mr. Sebrell:

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

21 A. J. M. Ballard; 58; farmer; four miles from Carrsville.

22 Q. How far do you live from the Joe Duck farm?

23 A. About three miles.

24 Q. How long have you been knowing that farm?

25 A. Well, I don't know as I could tell you, but a pretty good
26 long time.

- 1 Q. Have you been living there near it that long time?
- 2 A. Ever since I was about 12 years old.
- 3 Q. You are one of the executors of his last will and testa-
- 4 ment, are you not?
- 5 A. Yes, sir.
- 6 Q. Were you not also his ^{Commissioner} commission before his death?
- 7 A. Yes, sir.
- 8 Q. And you had charge of the farm at the time you were?
- 9 A. Yes, sir.
- 10 Q. You are familiar with the general location and general out-
- 11 line of his farm, are you not?
- 12 A. Most of it.
- 13 Q. Do you know where the Elijah place is?
- 14 A. No, sir. It was changed some few years ago, and I don't
- 15 know where the line runs across there.
- 16 Q. You know which piece of land is the Elijah place?
- 17 A. Yes, sir.
- 18 Q. On the east side of the road?
- 19 A. Yes, sir.
- 20 Q. Do you think the land on the west side of the road, known
- 21 as the home place, would sell to better advantage if sold sepa-
- 22 rately from the timber, or if the timber and land were sold -
- 23 or if you sell the timber, and then the land, and to take the
- 24 home place, not including the Elijah place - that must be sold
- 25 separately, and the other cannot be joined with it - what is
- 26 your opinion as to the best method of selling the home place,

1 whether a division, or all in a lump?

2 A. A division.

3 Q. How much division would you make of it?

4 A. About four.

5 Q. Do you think it could be divided into four parcels in such
6 manner as to make the whole thing practical?

7 A. I do.

8 Q. Where would you run the lines?

9 A. I would run the lines from the road between the house where
10 old Solomon lived, down to the branch back of the Duck place,
11 and down to the lane, and over towards the rear end.

12 Q. On the west side?

13 A. Yes, sir.

14 Q. How many pieces would you cut it into on the west side of
15 the road?

16 A. I think about three.

17 Q. And then the piece of the home place on the east side can
18 be sold separately, and the Elijah place into another one?

19 A. Yes, sir.

20 Q. What do you think of the feasibility of having a surveyor
21 to survey, or make a survey of the property, and run the lines,
22 and having the sale in a parcel, or in a whole?

23 A. I think that is a good plan.

24 Q. Suppose it were your property, and you were going to sell
25 it at public auction, would you have it cut up, ^{or} and sell it as
26 a whole?

1 A. I should have it cut up, and I think I could get more out
2 of it.

3 Q. Would not the sale of the farm, if sold as a whole, be re-
4 stricted to very few bidders?

5 MR. HOLLAND: Objected to as leading.

6 A. Yes, sir.

7 By Mr. Sebrell:

8 Q. Do you know how many acres in the place?

9 A. No, sir, I do not, but it is a pretty good sized tract of
10 land.

11 Q. Do you think it would sell better if the survey was made,
12 and the number of acres ascertained, or without the survey?

13 A. I should want it surveyed, showing what I was getting.

14 Q. Do you have any idea what a survey would cost?

15 A. I think it ought to be surveyed for about \$50.00.

16 Q. Do you know anything about the survey of the Dr. J. J.
17 Duck place?

18 A. Yes, sir.

19 Q. Do you know about what that cost?

20 A. No, sir.

21 Q. You do not?

22 A. No, sir.

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1 CROSS EXAMINATION

2 By Mr. Holland:

3 Q. You said how many parcels?

4 A. Four or five.

5 Q. How would you bound this four or five places?

6 A. I should commence on the road, and go back to where Solo-
7 mon lived, the home place, and straight across the branch over
8 there down to the fence, the piece over towards Bradshaws,
9 don't go clear to the lane, but is pretty close to the road.

10 Q. That would run a line across the Elijah place?

11 A. I don't think the Elijah place is on that side.

12 Q. Is not there some of the Joseph H. Duck land on the east
13 side, as well as the Elijah place?

14 A. Yes, sir, there is some of it there, more on the front.

15 Q. What would you do with the Joseph H. Duck land on the east
16 side of the road, outside of the Elijah place, sell it sepa-
17 rately?

18 A. I would sell that with the spring branch there, which would
19 make it a right good farm.

20 Q. Would not it be better to sell that part of the Joe Duck
21 land on the east side of the road and the Elijah place, and
22 make it one place?

23 A. It would be a right good way from the Elijah place, I
24 think a mile.

25 Q. How much do you think the whole thing would sell for?

26 A. I have never been over it all, but I have cut right smart

1 timber off of it, and worked on the house for Mr. Duck.

2 Q. You don't know how much it would sell for as a whole?

3 A. No, sir.

4 Q. Have you any idea how much separately?

5 A. Well, if all would buy like some parties, I judge it would
6 go way up. I don't know how it would be.

7 Q. Have you any idea how much separately?

8 A. Well, if all would bid like some parties do, I judge it
9 would go way up. I don't know how about it.

10 By Mr. Sebrell: We don't want to know what other people say.

11 By Mr. Holland:

12 Q. If you don't know how it would sell as a whole, or how it
13 would sell separately, how can you tell anything about it?

14 A. Some parties would give a good price for some land that
15 would not be able to take the whole, and a man don't want any
16 more than he can take care of. There are some people I be-
17 lieve would give a good price for it, and would offer a good
18 price for it, but they would not want the whole.

19 Q. Do you know anybody that would like to buy some of these
20 places?

21 A. That I have been told.

22 Q. Who told you?

23 A. Mr. Bradshaw, John Bradshaw. The land runs right close
24 up to him.

25 Q. Do you know how much he would give for it?

26 A. It is best not to tell, but to leave that alone.

- 1 Q. Do you know how much anybody would give for it?
- 2 A. No.
- 3 Q. It looks to me like you are here giving expert testimony
- 4 how the land ought to be sold, it looks like that you might give
- 5 the purchaser?
- 6 A. I just heard that.
- 7 Q. You are basing all your testimony as to what people would
- 8 like to have it in small pieces, why cannot you tell what they
- 9 would give for it?
- 10 A. Don't you know, as well as I do that there are a number
- 11 of people might say what they would give, but they would not
- 12 want it to be put into words.
- 13 Q. Do you know what Dr. Duck's place sold for?
- 14 A. Yes, sir.
- 15 Q. How was it sold, as a whole, or separately?
- 16 A. As a whole.
- 17 Q. Did not you think that brought what it was worth?
- 18 A. A little bit more than I would like to give.
- 19 Q. You think more than it was worth?
- 20 A. Yes, sir.
- 21 By Mr. Sebrell:
- 22 Q. Who bought Dr. Duck's farm?
- 23 A. Mrs. Nancy Bradshaw.
- 24 By Mr. Holland:
- 25 Q. Do you remember who the bidders were for that?
- 26

1 A. I was not there.

2 By Mr. Sebrell:

3 Q. She was interested, one of the parties interested?

4 A. No, that went to Dr. Duck's child.

5 Q. Did not she have an interest in it at all?

6 A. Not that I know of. Joe Duck made her pay more than she
7 would have to pay.

8 By Mr. Holland:

9 Q. As a matter of fact she did not have any interest at all?

10 A. No.

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15 A. R. BUTLER, being duly sworn, testified as follows:

16 Examined by Mr. Sebrell:

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

18 A. A. R. Butler; 45; farmer; Carrsville.

19 Q. How far do you live from the Joseph H. Duck farm?

20 A. One mile.

21 Q. How long have you been knowing the Duck farm?

22 A. All my life.

23 Q. Do you think it would sell better if the land and timber
24 were sold separately or together?

25 A. I think it would sell better if the timber was sold sepa-
26 rately from the land.

1 Q. What do you think would be the best way, so far as getting
2 the best price is concerned, to sell the land on the west side
3 of the county road; that is to say whether it would be better
4 to have it divided, or sold as a whole?

5 A. I don't know about that. It might be better to divide it
6 into two pieces. I don't think it would be well to divide it
7 into three or four.

8 Q. Where would you run the line?

9 A. I would run the line down that branch down what is known
10 as the home field, and the place known as the Peg place.

11 Q. The home farm is made up of farms, isn't it?

12 A. Yes, sir.

13 Q. How many, do you know?

14 A. Two little fields besides the home field.

15 Q. What are they called?

16 A. One is called the third place, old M Place, and this branch
17 divides them from the home field.

18 Q. What do you think of the plan of cutting it up, as you have
19 suggested, and offering it for sale that way, and then as a
20 whole, and taking the best price?

21 A. I think that would be advisable.

22 Q. Do you know how many acres in it?

23 A. In the Duck home place, no, sir.

24 Q. You know how the whole thing lays?

25 A. Yes, sir, pretty much.
26

1 Q. Do you know how many acres are in it, have you any idea?

2 A. I should judge 1200 would take it all.

3 Q. Take the home place?

4 A. Yes, sir.

5 Q. Do you include in that 1200 acres the piece on the east
6 side of the road?

7 A. There is not much of the home place on the east side, not
8 more than 25 acres.

9 Q. What do you think of the advisability of having a survey
10 made if the cost is reasonable?

11 A. I don't know about that.

12 Q. Would it sell to better or less advantage if a survey was
13 made, and the number of acres actually determined?

14 A. According to the acres it is being testified about, I think
15 it would be better not to survey it. I think the survey would
16 show that it is not as much as they claim.

17 Q. Then, if a person bought it according to the way they have
18 been testifying, you think he would get stuck in the number of
19 acres he bought?

20 A. I do.

21 Q. How would be the fairest way to sell; would it not be
22 fairest to let the man know what he was buying, or not to let
23 him know what he was buying?

24 A. It would be fairer to the man buying it to know.

25 Q. Would it not be fairer on the part of the man selling -
26 ought he to sell to get more for the property that he did not have?

1 A. I think not.

2

CROSS EXAMINATION

3

4 By Mr. Holland:

5 Q. Do you cultivate part of this land?

6 A. Yes, sir.

7 Q. How long have you been cultivating it?

8 A. Five years.

9 Q. You don't think, from the standpoint of selling it, to get
10 the best price, it would be a wise idea to survey it?

11 A. No, sir.

12 Q. Mr. Butler, in making your suggestion as to the division
13 just now, Mr. Sebrell asked you about a division of the land
14 on the west side of the road, and you say that there are about
15 some 25 acres of the home place on the east side of the road?

16 A. Yes, sir.

17 Q. What would become of that, in your division?

18 A. I would let that remain.

19 Q. With the Elijah place?

20 A. Without the little strip.

21 Q. It would go with the Duck home field?

22 A. Yes, sir.

23 Q. If you were going to divide it in that way would it not
24 be better to have that 25 acres in the Elijah place?

25 A. Yes, sir, it might be.

26 Q. It all lays there together, don't it?

1 A. Yes, sir.

2 Q. Mr. Butler, in the beginning of your deposition, Mr. Se-
3 brell asked you for the best division - the best way to get a
4 good price for this farm, and you answered it would be best to
5 divide it into two pieces, and later on you said you thought
6 it would sell better if not surveyed, and later on in your
7 deposition he asked you if that would not be unfair. The point
8 we want to get at is he is trying to make it show you have given
9 one opinion as to the way to get the best price for it, and
10 then he has continued by asking you if this would not be un-
11 fair not to have it surveyed, and I want to ask you would not
12 a prospective purchaser have the right to go and examine it,
13 and see if he thought there were as many acres as claimed?

14 A. Certainly.

15 Q. While the open lines are there, do you think that would
16 be treating anybody unfairly or unjustly, when they have thirty
17 days to examine it?

18 A. Not if they are going to buy according to the way it sold.
19 If it is not surveyed they would have the right to examine it.

20 Q. You would not consider it unfair to a party to sell it
21 in that way, would you?

22 A. I should think not.
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RE DIRECT EXAMINATION

By Mr. Sebrell:

Q. You have been living near this place, and cultivating a part of it - do you think it could be cut up between these various parties who are interested in it, so as to give each one a piece with any practicability?

A. I should say not.

Q. Would it not ruin the whole piece to have it done?

A. I think it would.

-----000-----

J. C. BRADSHAW, being duly sworn, testified as follows:

Examined by Mr. Sebrell:

Q. What is your age?

A. Twenty-eight.

Q. What is your occupation?

A. Farmer.

Q. Where do you live?

A. Near Carrsville.

By the Commissioner:

Q. Do you know who are the ^{own-ers of} parties in this Duck farm?

A. Yes, sir.

Q. Name the heirs?

A. Mrd. Nannie B. Bradshaw, a daughter of Maj. Irvine W.

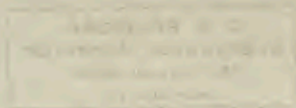
Duck; a brother; Mrs. Irene Duck, widow of J. J. Duck; a

1 nephew and who was the son of I. W. Duck, and E. Lillian Brad-
2 shaw, wife of W. F. Bradshaw, Mamie I. Bradshaw, my wife.
3 Annie ^{and} ~~Moore~~ Clements, ^{the} ~~widow~~ of E. A. Clements, Mollie A.
4 Lawrence, wife of T. Livy Lawrence.

5 Q. Are the husbands of all these parties you have given as
6 the heirs of Dr. J. C. Duck living?

7 A. Yes, sir.

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Reported by E. L. H.
Transcribed by M. P. D.
Compared by E. L. H.

11

Madhaw et al.

"

Holland et al.

Depositions

Filed 9/16/913

Int. W. J. H. C.

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

Mamie I. Bradshaw, and others

vs) Chancery

J. Peter Holland and others.

TO HONORABLE B. D. WHITE,

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

The undersigned, one of the Commissioners in
Chancery of the Circuit Court of the County of Isle of Wight,
to whom has been referred the papers in the above entitled
cause in the said court now depending, for the execution
of a decree entered therein on the 21st. day of June, 1912,
which requires the following inquiries and accounts to be
taken, stated and reported to the Court:

1st. What real estate Joseph H. Duck died seized and possess-
of, with a description.

2nd. What parties are entitled thereto with their respective
interest therein.

3rd. Whether the said land is susceptible of partition
among the parties entitled thereto in the manner provided by
law, and if not would the interest of the parties be promoted
by sale of the entire subject and division of the proceeds,
and would the rights of any party be violated thereby.

4th. Whether there are any taxes due thereon, with amounts.

5th. Whether there are any liens upon the same, with dignities
and priorities.

6th. Whether all the parties in interest are before the court.

7th. Any other matter specially stated, deemed pertinent by
the Commissioner or required by any party interested to be
so stated.

Upon the agreement of all parties to this suit,
by counsel, your Commissioner attended at Mt. Carmel on the

5th. day of December, 1912, for the purpose of taking testimony to be read in the execution of the said decree, but because of the failure of witnesses to appear, did not then complete the taking of such testimony; that again, on the 18th. day of December, 1912, further testimony was taken, pursuant to adjournment, in the City of Suffolk, at the office of Judge R. H. Rawles, by agreement of counsel. Taking of testimony not being yet completed, upon the request of counsel for both sides to the said suit, all parties being represented by counsel, your Commissioner here and now reports as follows:

That Joseph H. Duck died seized and possessed of two tracts of land in the County of Isle of Wight, one tract known as the Home Tract and containing some six hundred acres, more or less, and another tract known as the John Carr Tract of one hundred and fifty acres, more or less, or an interest in said two tracts of land yet to be determined, the estate of Jacob J. Duck or the heirs of said Jacob J. Duck claiming interest in said lands.

It is agreed by counsel, as aforesaid, that the question of who are interested in the said land or its proceeds, shall be looked into and reported upon at a later date yet to be determined upon.

It is also agreed by the parties to the said suit, both complainant and defendant, that the said land is not susceptible of division among the several parties entitled to share therein, and that it would be to the interest of all parties so entitled to share therein to have the land sold under the direction of the court, and a division of the proceeds of sale as is provided by law in such cases.

Your Commissioner is not advised of the amount of taxes due thereupon, for the year 1912, not being able to get in touch with the tax collector for the District in which this land is situated, and, as this is information that will afford no dif-

difficulty to ascertain it is not now ascertained and reported, there appearing no special need for such information.

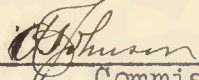
The taxes on the said land for the year 1911 have not been paid, and the said land has been sold to the Commonwealth for non-payment of taxes thereupon for that year, and this is now a lien upon the said property.

Your commissioner finds no other liens upon the said property than the lien for delinquent taxes mentioned above.

Your Commissioner specially states that the suit of J. Peter Holland and others against the executors of Joseph H. Duck, deceased, which was brought for the purpose of testing the validity of the writing admitted to probate as the last will and testament of Joseph H. Duck, deceased, and to ascertain other questions of law and fact, since the elimination of the question of the validity of the will, it having been determined that the said paper writing, and all of same, is the true last will and testament of the said Joseph H. Duck, as appears of record, now seems to involve only the questions involved in this suit, and the two causes, to save expense, may be, if in the opinion of the Court it seems advisable and proper, combined and merged.

It also appears of record that T. Livy Lawrence, one of the defendants in this cause, has been, since the institution of same, committed to the Eastern State Hospital for treatment, having been adjudged by a Commission of Lunacy, an insane person.

All of which is respectfully submitted,


Commissioner.

April 23rd. 1913.

Dowers fee \$10.00

5

Report of Court.

Wm. I. Bradshaw et al.

"

J. P. Holland et al.

"

Filed

In the Clerk's Office of the
CIRCUIT COURT,
OF THE

COUNTY OF ISLE OF WIGHT

this 23 day of Apr. 1893

Frederick W. Johnson, Clerk

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

MAMIE I. BRADSHAW ET ALS.,

VS) CHANCERY.

J. PETER HOLLAND ET ALS.

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REPORT OF COMMISSIONER.

TO HONORABLE B. D. WHITE,

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

The undersigned, one of the Commissioners in Chancery of Your Honor's Court, to whom has been referred the papers in the above entitled cause now pending in said court, for the execution of several decrees entered therein, to-wit: one entered on the 21st. day of June, 1913, and one entered on the 18th. day of July, 1913, respectfully reports as follows: that upon agreement of all parties to the said suit, your Commissioner attended at Walters, in Isle of Wight County, Virginia, that being convenient for witnesses, on the Fifth day of December, 1912, for the purpose of taking testimony to be read as evidence in the execution of the decree entered herein on said 21st. day of June, 1913; that the taking of testimony not being completed on that date the further taking of evidence was adjourned till the 18th. day of December, 1912, as the time, and the place at the office of Judge R. H. Rawles, in Suffolk, Virginia, that being most convenient for the witnesses who were to testify.

Upon the request of counsel for all parties in said suit your Commissioner made up and filed a report herein on the 23rd. day of April, 1913, upon a statement of facts agreed upon by counsel for all parties, which said report the Court did not consider responsive to the inquiries made in the decree of June

21st. 1912; upon which said report the decree was entered on the 18th. day of July, 1913, recommitting the said inquiries to said Commissioner for answers responsive to the said inquiries; and which said decree, also, contained further inquiries; upon all of which your Commissioner finds and reports as follows:

REAL ESTATE OWNED BY JOSEPH H. DUCK:

Upon the Land Book for the year 1913, your Commissioner finds charged to Jos H. Duck and J. J. Duck "Home Place" containing 756 acres, assessed at \$7000.00; and to J. H. Duck a tract of 180 acres, "Elijah Place", assessed at \$2000.00.

In the testimony taken at Walters, Virginia, on the 5th. day of December, 1912, it appears that it is agreed that the "Home Place" is worth the sum of twelve thousand dollars, and the "Elijah Place" the sum of four thousand dollars. Your Commissioner is not satisfied that these facts are true after hearing the testimony taken at Carrsville on the 24th. day of July, 1913, in response to the decree entered herein on the 18th. day of July, 1913, the area of the land being problematical, as well as its value.

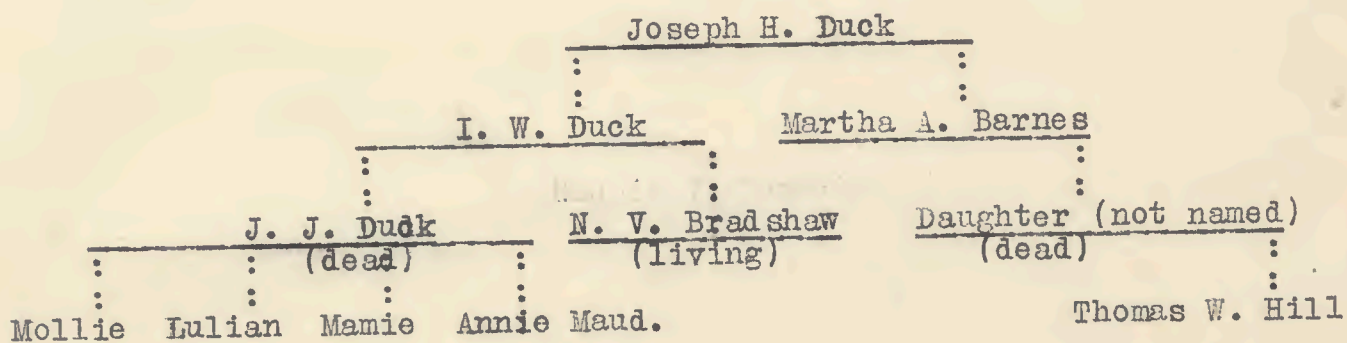
It will be noted that testimony taken at Carrsville, on the 24th. day of July, 1913, was taken upon agreement of counsel for both complainants and defendants, at which time and place your Commissioner also attended, and which, as well as the testimony taken at Walters and at Suffolk, hereinbefore mentioned, is filed herewith.

PARTIES IN INTEREST:

It appears that Joseph H. Duck died unmarried, never having married, and intestate, so far as the distribution of his real estate is concerned, having left a will which provided for a portion of his personal estate to be distributed: He had a brother and sister who predeceased him, both leaving heirs, one of whom was Major I. W. Duck, formerly a resident of this County; and the other who was Mrs. Martha A. Barnes:

Major I. W. Duck left him surviving a daughter, Mrs. Jacob T. Bradshaw; and four grand-daughters, to-wit: E. Lulian Bradshaw, Mollie

L. Lawrence, Mamie I. Bradshaw, and Annie Maud Duck, who are the daughters of J. J. Duck, deceased, who died before Major I. W. Duck, leaving a widow, Mrs. Irene A. Duck, the said children, all of them, of the said Dr. J. J. Duck, surviving the said Joseph H. Duck. Martha A. Barnes left her surviving Thomas W. Hill, a grandson, son of a daughter, and who survived the said Joseph H. Duck. These parties, namely: Mrs. Nannie V. Bradshaw, Thomas W. Hill, Mollie L. Lawrence, Etta Lulian Bradshaw, Mamie I. Bradshaw and Annie Maud Clements, are the heirs of the said Joseph H. Duck; and, following the provisions of Section 2550 of the Code of Virginia (1904), and the rule laid down in Davis vs. Rowe, 6 Rand. 355, it appears that the estate of the said Joseph H. Duck should be equally divided in three parts, one part descending to Nannie V. Bradshaw, one part descending to Thomas W. Hill, and one part descending to the children of Dr. J. J. Duck, namely, Mollie A. Lawrence, Etta Lulian Bradshaw, Mamie I. Bradshaw, and Annie Maud Clements, thus:



This gives to Nannie V. Bradshaw one third: To Thomas W. Hill one third; and to Mollie L. Lawrence, Etta Lulian Bradshaw, Mamie I. Bradshaw and Annie Maud Clements, together, one third, or separately one twelfth.

There is a question as to the ownership of the land known as the "Home Place", or what part of same really belonged to Joseph H. Duck at the time of his death.

On the 19th. day of October, 1885, Joseph H. Duck was seized and possessed of two tracts of land, one the "Home Place", made up of several tracts, and one, the "John Carr Place", and cer-

tain personal estate, which he, the said Joseph H. Duck, by his deed bearing that date, conveyed, for the "sum of six thousand five hundred dollars" to I. W. Duck and J. J. Duck. On the 20th. day of August, 1889, J. J. Duck, Irene A. Duck and Irvin Duck reconveyed to the said Joseph H. Duck, for and "in consideration of the sum of four hundred dollars" the "John Carr Place". July 9th. 1900, Irvin W. Duck. for "natural love and affection" reconveyed to Joseph H. Duck all the property conveyed to him by the deed of 19th. October, 1885, first above mentioned, stating in said deed that no consideration, in fact, passed for the property conveyed in said deed of the 19th. of October, 1885, and was, so far as said I. W. Duck is concerned, was a deed of gift. Counsel for the defentant, J. Peter Holland, who is the most interested in the property, as defendant, herein, contends that this is a voluntary conveyance; and, further that any part of same which was conveyed to said J. J. Duck was by way of an advancement and should now be so considered. Your Commissioner does not believe that there is sufficient evidence to support this contention, and whatever there may be seems to be controverted by the consideration in the deed from J. J. Duck, Irene A. Duck and I. W. Duck, reconveying the "John Carr Place" to said Joseph H. Duck. It will be further noted that on the 5th. day of May, 1903, by deed of that date, the said Mollie A. Lawrence, and her husband, and the said Etta Lillian Bradshaw, (who was then Lawrence) and her husband, reconveyed, for five hundred dollars each, their interest in said land to the said Joseph H. Duck. There is as much inference to the effect that this conveyance from Joseph H. Duck to I. W. Duck and J. J. Duck was for the purpose of perpetrating a fraud as that it was a voluntary conveyance, or one to be treated as an advancement, most probably. Your commissioner does not consider that it is his duty, and it is not his purpose to argue this case, leaving that for able counsel, as both sides of the contention are represented by able counsel, but he believes it pertinent for him to say that the position as to

voluntary conveyance and advancements, put forward by the defendant's counsel, is without sufficient support to be so considered. As to the voluntary conveyance: If such was the intent, why was it that it appears from the deed from I. W. Duck and J. H. Duck and wife, reconveying to Joseph H. Duck the "John Carr Place" there was a consideration; and, why did not they then reconvey to him, the said Joseph H. Duck all the property, if they so intended? As to advancements: Why was it that Mollie A. Lawrence and Etta Lillian Lawrence (now Bradshaw) reconveyed their interest for a valuable money consideration, which is not denied? In 1889 Joseph H. Duck was in the prime of his life and possessed of full vigor of that age, so far as is shown by the evidence, and there was no motive or consideration then moving him, so far as is shown by the evidence, to convey to J. J. Duck and I. W. Duck his property without a consideration or some purpose to protect himself. He could not have then foreseen and could not have known that he would not have other heirs before his death. Both contentions seem to your Commissioner to be without merit and sufficient evidence to support them and he so reports.

Joseph H. Duck and I. W. Duck, on the 10th. day of July 1900, executed a deed or partition in which the "John Carr Place" was conveyed to I. W. Duck, and the "Elijah Place" was conveyed to Joseph H. Duck. There are no conveyances since that time affecting the property of which Joseph H. Duck died seized and possessed. This seems to leave Joseph H. Duck seized with the whole of the "Elijah Place" in fee simple, and a one half interest in the "Home Place" conveyed to him by I. W. Duck, and a one fourth interest, subject to the dower of Mrs. Irene A. Duck, widow of J. J. Duck, who is now living, in same, conveyed to him by Mollie A. Lawrence and Etta Lillian Lawrence (now Bradshaw). It is also true, which your Commissioner failed to state in connection therewith, that the said Irene A. Duck has a dower interest in the property passing and descending to the heirs of J. J. Duck, deceased, from said Joseph H. Duck, mentioned first above, which is a one third interest in the Joseph H. Duck real estate.

Your Commissioner reports that the evidence as to the susceptibility of the land for partition among the parties is conflicting. In fact the witnesses who testified at the hearing in Carrsville did not seem to know very much about the property. The inference is that the "Home Place" contains much more land than it is estimated to contain in the records. It is doubtful, from the evidence taken, the weight of which seems to be in favor of a sale of the property, and a division of the proceeds, could be advantageously divided among the parties entitled to receive the same with convenience and with satisfaction? It is agreed, in the evidence taken at Walters on the Fifth day of December, 1912, page 2, that the property is not dividible in kind among the parties entitled to share therein. All of the parties are, as they were then, adults, and it is presumed that this agreement is sufficient evidence for your Commissioner to recommend that the land be sold and the proceeds divided. It appears, on the same page, that no party in interest will take the entire subject matter and pay the others for their share therein. The decree entered herein on the 18th. day of July, 1913, directs your Commissioner to make inquiry as to the advisability of selling the timber separate and apart from the land, and then cutting the land up in farms and selling it first in lots or parcels and then selling as a whole. It appears from the evidence that it would probably be to the better advantage to sell the timber, the quality of which does not seem to be known by the witnesses; and then cut the land up in farms of a size usually owned in that community and selling them off in parcels, and then put the whole of the land up and sell it as a whole, and whichever way it brings the most money then let it go at that. It does not seem that it could work any wrong to any one to adopt this method of disposing of the property, and it is recommended by your Commissioner.

There is a question raised in the testimony as to the method of dividing the land off in parcels, the defendant, J. Peter

Holland seeming to object to a survey of the land, it being considered too expensive. It is probable that some of the neighborhood people could divide the land in parcels, practically, but it would be in parcels and the acreage thereof would be estimated, which, in woodland, is very unsatisfactory, your Commissioner believes; but it is more probable that a surveyor could make a more satisfactory division of the land and would give the correct area of each parcel and as a whole. In fact your Commissioner believes that it would be to the interest of all parties to have the land surveyed in view of the fact that the area seems, from the testimony, by inference, to be underestimated, and it is a matter of experience that large tracts of land are usually underestimated.

In the decree of June 21st: 1912, inquiry No. 8 directs your Commissioner to ascertain whether or not any party in interest has received any of his or her share in the nature of an advancement. This has already been answered above.

An advancement seems to be founded upon the intent of the party making such, and, in some measure, upon the party receiving it, though the latter is hardly a necessary element. There does not appear in the testimony anything that could have moved the said Joseph H. Duck in that direction. No intent is ascribed to him directly or inferentially. There seems to have been some effort on his part to get J. J. Duck to reconvey his interest in the land back to him, or it was wished for. This would lead your Commissioner ^{to presume} that the conveyance was for some ^{other} purpose than a Gift, probably a fraud upon some supposed creditor, in which event such could not be taken advantage of by any of the heirs of J. H. Duck, they being in no higher position than he, himself, occupied, and could no more profit by his wrong than he could himself. Your Commissioner believes that no advancement was intended and so reports.

On January 17th: 1912, Thomas W. Hill and wife, by deed of that date, conveyed his interest in said estate to J. Peter Holland. On the 9th. day of September, 1912, by deed of that date, Nannie V. Bradshaw and husband conveyed their interest in said es-

tate to the said J. Peter Holland.

On January 25th. 1913, Mollie A. Lawrence conveyed all her interest in said estate to Irene A. Duck and J. Clinton Bradshaw.

This leaves J. Peter Holland the owner of a two thirds interest in said estate: Irene A. Duck and J. Clinton Bradshaw, jointly, the owners of a one twelfth interest in said estate, subject to the dower therein of Irene A. Duck; and Mamie I. Bradshaw, Etta Lullian Bradshaw and Annie Maud Clements, each, an owner of a one twelfth interest in said estate, subject to the dower therein of said Irene A. Duck

The land of said Joseph H. Duck consists of a fee simple interest in the whole of the "Elijah Place", and in a one half interest, in fee simple, in the "Home Place, conveyed to him by I. W. Duck, as aforesaid, and a one fourth interest in the "Home Place", subject to the dower therein of Irene A. Duck, widow of J. J. Duck, deceased, conveyed to him as aforesaid, by Mollie A. Lawrence and Etta Lullian Lawrence and their husbands.

All of the conveyances herein mentioned are attached hereto for the convenient reference of the Court, in the order in which they are first mentioned.

The evidence is filed with the papers, not being in such shape, mechanically, as to admit of attaching hereton, having been bound by the stenographer.

Respectfully submitted,

R. H. Johnson Commissioner.

Commissioner's fee, \$ 40.00

Stenographer's fee, \$

*Don't show to
just anyone
if you will
be so good*

tate to said J. Peter Holland.

On September 9th. 1912,

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Bradshaw et als
vs { Chancery
Holland et als

Commissioner's report

Filed Septem 16/1913
Wm. Johnson. Clerk

This deed made this 19th day Octr. 1885, between Jos. H. Duck of the first part and I. W. Duck and J. J. Duck of the second part, all of the County of Isle of Wight, State Virginia, Witnesseth: that in consideration of the sum of Six thousand five hundred and Sixty five dollars paid in hand to Jos. H. Duck by I. W. Duck & J. J. Duck the said Jos. H. Duck doth grant, bargain & sell to I. W. Duck & J. J. Duck, all of my land in the County of Isle of Wight the place whereon I live and all the lands adjoining the same, containing by estimation Six hundred acres more or less, also a piece of land on Black Water called John Carr land of One hundred and fifty acres, a piece land near Windsor of six acres to them and their heirs forever together with all of my personal and chattel estate, Mules Cattle, Hogs, sheep & crops of all kinds growing or housed or interest in any therein or any on said lands which I have sold, also all of my household and kitchen furniture to the same parties, and I also sell and bargain to the aforesaid I. W. Duck & J. J. Duck one saw mill and all its fixtures with two pairs of mules, two yokes oxen and all hoggies, cars attached to it, with wagons and carts belonging to same, also forty thousand feet of No. 1. quality of pine weather boarding timber to be delivered at Zuni Station on cars by A. L. Nelms and subject to inspection all of this mill and property attached to it is in the County of Southampton in the use of A. L. Nelms which shall be delivered when called for by the parties. And the said Jos. H. Duck do covenant with and warrent generally all right, title and interest to the aforesaid property both real and personal to all the aforesaid property and chattel also to I. W. Duck & J. J. Duck and their heirs forever. Given under our hands and seals the day and date above written.

Witnesses:

Joseph H. Duck, (SEAL)

Mills Britt.

V. W. Stephenson.

In the Clerk's Office of the County Court of Isle of Wight County,
the 19th day of October 1885, This Deed from Joseph H. Duck to
I. W. Duck and J. J. Duck, was proved by the oaths of Mills Britt
and V. W. Stephenson the subscribing witnesses thereto, and ad-
mitted to record.

Teste, N. P. Young, Clk.

A copy,

Teste, *N. P. Young* Clerk.

THIS DEED, made this 20th. day of August, 1889, between J. J. Duck and Irvin Duck and Irene A. Duck the of J. J. Duck, of the first part, and Joseph H. Duck, of the second part, all of Isle of Wight County and State of Virginia,

WITNESSETH: That in consideration of the sum of four hundred dollars paid in hand, the parties of the first part doth bargain, grant and sell to Jos. H. Duck the land known as the John Carr tract on Blackwater containing one hundred and thirty four acres, more or less, bounded North by the land of Thomas J. Carr, East by the land of Joseph English, West by the land of Mary Esther Carr and Blackwater River, South by the land of Solomon Carr.

The parties of the first part doth covenant generally that they have the right to convey their all right, title and interest to the aforesaid land to Jos. H. Duck, and his heirs forever.

Given under our hands and seals this day and date above mentioned.

J. J. Duck, (SEAL)

Irene A. Duck, (SEAL)

I. W. Duck, (SEAL)

State of Virginia,

County of Isle of Wight, to-wit:

I, George W. Turner, a Justice of the Peace for the County of Isle of Wight, State of Virginia, do certify that J. J. Duck and I. W. Duck and Irene A. Duck, whose names are signed to the foregoing writing bearing date the 20th. day of August, 1889, have acknowledged the same before me in my County aforesaid.

Given under my hand this 20th. day of December, 1889.

Geo. W. Turner, J. P.

In the Clerk's Office of the County Court of Isle of Wight County Dec. 20th. 1889, this deed was received and with the certificate annexed, admitted to record.

Teste, N. F. Young, Dep. Clerk,
for N. P. Young, Clk.

A copy,

Teste, *W. J. Hurm* Clerk.

Whereas Jos. H. Duck, by his deed dated on the 19th day of October, 1885, and duly recorded in the Clerk's Office of the County Court of Isle of Wight County, in Deed Book No. 49, page 345, on the said 19th day of October, 1885, did grant and convey to his brother I. W. Duck and his Nephew, J. J. Duck, certain real and personal property in the said deed named, described and included, reference to which deed is hereby made for a better description of the property conveyed.

And whereas infact and in truth no consideration passed from said I. W. Duck to said Jos. H. Duck except natural love and affection, and that so far as said I. W. Duck was, or is concerned the said deed was, and is a Deed of Gift.

And whereas the said J. J. Duck has departed this life, and some complications have arrisen, the said Jos. H. Duck wishes to have the said I. W. Duck reconvey to him the property, the interest, right or title in and to the property which the said Jos. H. Duck conveyed to the said I. W. Duck.

Now Therefore, this deed made this 9th day of July, 1900, between I. W. Duck, party of the first part; and Jos. H. Duck, party of the second part: both of the County of Isle of Wight, and State of Virginia:

Witnesseth: That for and in consideration of natural love and affection which the said I. W. Duck bears to his brother Jos. H. Duck, and in consideration of five (5) dollars cash in hand paid, the receipt whereof is hereby acknowledged the said I. W. Duck doth grant, bargain, sell and reconvey unto the said Jos. H. Duck all of the property to him conveyed by the said Jos. H. Duck by the Deed first above mentioned, with the following reservation, namely: that if any of the property therein conveyed has heretofore been conveyed sold or returned to the said Jos. H. Duck, or if any of the personal property has never been in the actual possession of the said I. W. Duck, then it is not intended that the

same shall be hereby granted or sold, but by this deed it is meant to grant, bargain, sell and give to the said Jos. H. Duck all the property of every kind and description now remaining in kind and in the possession of the said Joseph H. Duck or I. W. Duck, which he, the said Joseph H. Duck granted, bargained and sold, by the deed first above mentioned to the said I. W. Duck, It is hereby expressly understood that the said I. W. Duck cannot and does not undertake to grant sell, give or reconvey to the said Joseph H. Duck any property or any right in and to any of the property which he, the said Joseph H. Duck by the deed aforesaid sold, gave or conveyed to the said J. J. Duck.

The said I. W. Duck warrants the title to the property hereby conveyed against the claims of himself and those claiming under him.

Witness the following signature and seal:

Witness

I. W. Duck, (SEAL)

J. M. Ballard.

State of Virginia,

County of Isle of Wight,

I, Wm. S. Holland a Commissioner in Chancery of the Circuit Court in and for the said County of Isle of Wight in the said State of Virginia, do certify that I. W. Duck, whose name is signed to the foregoing writing, bearing date July 9th. 1900, has signed and acknowledged the same before me in my County aforesaid.

Given under my hand this 10th day of July, 1900.

Wm. S. Holland,
Commissioner in Chancery of the Circuit Court Isle of Wight County Virginia.

In the Clerk's Office of ~~the Circuit Court of~~ Isle of Wight County Court 13th day of July 1900 this deed was received and with

the certificate annexed admitted to record.

Teste, N. F. Young U. C.

By J. R. Latimer D. C.

A copy,

Teste, *Edinson* Clerk.

THIS DEED, made this 10th. day of July, 1900, between Jos. H. Duck, party of the first part and I. W. Duck, party of the second part:

WITNESSETH: that for and in consideration of the mutual conveyances herein made, the said Joseph H. Duck doth grant unto the said I. W. Duck the following tract of land situate in Isle of Wight County in the State of Virginia containing 150 acres, more or less, conveyance in gross and not by the acre, and which adjoins the lands of Robert Bland, J. E.T. Joyner and others, and adjoins Blackwater River, known as the "John Carr" Place.

And the said I. W. Duck in consideration of the above named conveyance to him by ~~said~~ Jos. H. Duck doth grant unto the said Jos. H. Duck the following tract of land, situate in said Isle of Wight County in the State of Virginia, containing 200 acres, more or less, sale in gross and not by the acre and which is bounded by the County road leading from Suffolk to Courtland on the North; on the East by the lands of John Presson & wife, colored, Joe Mitchell, colored, Sterling Jones, colored, Bob Chapman, colored, & Henry Pruden; on the South by Henry Pruden; and by the Home Place on which said Jos. H. Duck now lives; and on the West by the County Road leading from Smithfield to South Quay Church, it being a part of the "Elijah Place", and all of the lands of I. W. Duck on the South side of the said County Road leading from Suffolk to Courtland.

Each party mutually warrants the title to the respective tracts of land hereby conveyed.

Witness the following signatures and seals:

	Joseph H. Duck,	(SEAL)
Witness, J. M. Ballard,	I. W. Duck,	(SEAL)

(Revenue Stamps for \$1.00 here attached)

State of Virginia,

County of Isle of Wight, to-wit:

I, Wm. S. Holland, a Commissioner in Chancery of the Circuit Court for the County aforesaid, in the State of Virginia, do certify that Joseph H. Duck and I. W. Duck, whose names are signed to the within writing, bearing date on the 10th. day of July, 1900, have acknowledged the same before me in my County aforesaid.

Given under my hand this 10th. day of July, 1900.

Wm. S. Holland, Com. in Chancery.

In the Clerk's Office of Isle of Wight County Court 13th. day of July, 1900, this deed was received and with the certificate annexed, admitted to record.

Teste, N. F. Young, Clerk,

By J. R. Latimer, D. C.

a copy,

Teste, *N. F. Young* Clerk.

THIS DEED, made this 5th. day of May, 1903, between Mollie A. Lawrence, who was Duck, and T. Livy Lawrence, her husband, Etta Lulian Lawrence, who was Duck and Jno. L. Lawrence, her husband, parties of the first part, and Jos. H. Duck, party of the second part.

WITNEESETH: That in consideration of one thousand (1000) dollars cash in hand paid, five hundred (500) dollars to Mary A. Lawrence and five hundred (500) dollars to Etta Lulian Lawrence, the receipt whereof is hereby acknowledged, the said parties of the first part do grant with General Warranty unto the said Jos. H. Duck, the following property, to-wit: all their right, title and interest in and to all the property of every kind and description included and embraced in a certain deed from the said Jos. H. Duck to I. W. Duck and J. J. Duck, which deed is duly recorded in the Clerk's Office of the County Court of Isle of Wight County in D. B. No. 49, beginning at page 345, reference to which deed is hereby made for a description of the property therein conveyed. Some of the property included in this deed is as follows:

"All my land (meaning the land of the said Jos. H. Duck) in the County of Isle of Wight and State of Virginia the place where I (meaning Jos. H. Duck) now live, and all the land adjoining the same, containing by estimation six hundred acres, more or less, a piece of land on Blackwater called Jno. Carr land, of one hundred and fifty acres, to them (meaning to the said I. W. Duck and J. J. Duck) and their heirs forever.

In the said deed, certain personal property is mentioned and is intended to be herein included, the said property was and is situate in the County of Isle of Wight and State of Virginia.

The said Mary A. Lawrence and Etta Lulian Lawrence are two of the four children of the said J. J. Duck who died intestate, leaving the said Mary A. Lawrence, Etta Lulian Lawrence, Mamie I. Duck and Annie M. Duck as his only heirs at law. The interest of

the said J. J. Duck was one half as by the said deed conveyed, and the interest of the said parties of the first part in the said property is one half of one half, or one fourth of the whole.

And the said parties of the first part covenant that they have the right to convey the said interest in the said property to the said grantee; that they have done no act to encumber the same, and that he shall have quiet possession thereof, free from all encumbrances, and that they, the said parties of the first part will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

Mollie A. Lawrence, (SEAL)

T. Livy Lawrence, (SEAL)

Etta Lulian Lawrence, (SEAL)

John L. Lawrence, (SEAL)

State of Virginia,

County of Isle of Wight, to-wit:

I, M. E. W. Crumpler, a Notary Public for the County of Isle of Wight and State of Virginia, do certify that Mollie A Lawrence, *T. Livy Lawrence*, Etta Lulian Lawrence and Jno. L. Lawrence whose names are signed to the foregoing writing bearing date on the 5th. day of May, 1903, have acknowledged the same before me in my county aforesaid.

Given under my hand this 11th. day of May, 1903.

M. E. W. Crumpler, N. P.
My commission expires Nov. 29th. 1906.

In the Clerk's Office of Isle of Wight County Court this 12th. day of May, 1903, at one o'clock P. M. this deed was received and with the certificate annexed, admitted to record.

Teste, N. F. Young, Clerk.

By Albert S. Johnson, Deputy.

A copy, Teste, *Albert S. Johnson* Clerk.

THIS DEED, made this 17th. day of January, in the year 1912, by and between Thomas W. Hill and M. V. Hill, his wife, formerly of Murfreesboro, North Carolina, but now residing in Isle of Wight County, Virginia, parties of the first part, and J. Peter Holland, of Southampton County, Virginia, party of the second part.

WITNESSETH: That for and in consideration of the sum of eight thousand dollars, the said parties of the first part have bargained, granted, sold, assigned, transferred and conveyed, and by these presents do hereby bargain, sell, grant, assign, transfer and convey unto the said party of the second part, with general warranty, all their right, title and interest in and to the estate, real, personal and mixed, of every kind and description, wheresoever located of which Joseph H. Duck died siezed and possessed, said estate consisting in part of the following property:

1st. All that certain tract or parcel of land located in Windsor Magisterial District of Isle of Wight County, Virginia, known as the "Elijah Place" and containing one hundred and eighty six acres, and a certain other tract^{of land} known as the "Home Place" ~~on~~ which the said Joseph H. Duck formerly resided, containing about seven hundred and fifty six acres, as well as any other land or interest therein owned by said Joseph H. Duck ~~in~~ the County of Isle of Wight, Virginia.

2nd. All their right, title and interest of every kind and description in the personal estate of which said Joseph H. Duck died siezed and possessed, said personal estate consisting in part of accounts, notes, bonds, stocks, choses in action, chattel estate and life insurance.

The purpose of this deed being to convey all the right, title and interest of the said parties of the first part in the estate of Joseph H. Duck to J. Peter Holland, so that the said J. Peter Holland may be substituted in their places and subrogated to all their rights in said estate howsoever required.

And the said parties of the first part do hereby authorize and empower the said party of the second part to execute such re-

ceipts, releases, and acquittances for them and in their names as may be necessary to collect all their right, title and interest in said personal estate; and to do and perform all and every act or acts, thing or things in law needful and necessary to be done in order to collect for the use and benefit of said party of the second part all the right, title and interest of said ^{first} parties ~~of the first part~~ in said estate.

Said parties of the first part covenant that they have the right to convey their right, title and interest in said estate; that they have done no act to encumber the same; that the said party of the second part shall have quiet possession of same in fee simple, free from all encumbrances; and that they, the said parties of the first part, will execute such further assurances of the same as may be necessary.

Witness the following signatures and seals:

Thomas W. Hill, (SEAL)

M. V. Hill, (SEAL)

State of Virginia,

Isle of Wight County, to-wit:

I, J. F. Duke, a Justice of the Peace for the County aforesaid in the State of Virginia, do certify that Thomas W. Hill and M. V. Hill, whose names are signed to the writing hereto annexed, bearing date on the 17th. day of January, 1912, have acknowledged the same before me in my County aforesaid.

Given under my hand this 2nd. day of February, 1912.

J. F. Duke, Justice of the Peace.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight February 5th. 1912, at three thirty o'clock P.M. this deed was received and with the certificate annexed, admitted to record.

Teste, A. S. Johnson, Clerk.

A copy,

Teste, A. S. Johnson Clerk.

THIS DEED, made this 9th. day of September, in the year 1912, by and between N. V. Bradshaw and J. T. Bradshaw, her husband, of Isle of Wight County, Virginia, parties of the first part, and J. Peter Holland, of the City of Norfolk, Virginia, party of the second part:

WITNESSETH: That for and in consideration of the sum of five thousand dollars, the said parties of the first part have bargained, granted, sold, assigned, transferred and conveyed, and by these presents do hereby bargain, sell, grant, assign, transfer and convey unto the said party of the second part with general warranty, all their right, title and interest in and to the estate, real, personal and mixed, of every kind and description wheresoever located of which Joseph H. Duck died siezed and possessed, said estate consisting in part of the following property:

1st. All of that certain tract or parcek of land located in Windsor Magisterial District of Isle of Wight County, Virginia, known as the "Elijah Place", and containing one hundred and eighty six acres, more or less, and a certain other tract of land known as the "Home place" on which the said Joseph H. Duck formerly resided, containing about seven hundred and fifty six acres, as well as any other land or interest therein owned by Joseph H. Duck in the County of Isle of Wight, Virginia.

2nd . All their right, title and interest of every kind and description in the personal estate of which ^{said} Joseph H. Duck died siezed and possessed, said personal estate consisting in part of accounts, notes, bonds, stocks, choses in action, chattel estate and life insurance, money in bank, notes, bonds and all other personal property in possession of Gavin Rawls and John M. Ballard, Executors of Joseph H. Duck, deceased.

The purpose of this deed being to convey all the right, title and interest of the said parties of the first part in the estate of Joseph H. Duck to J. Peter Holland, so that said J. Peter Holland may be substituted in their places and subrogated to all their rights in said estate ^{do} however acquired.

And the said parties of the first part do hereby authorize and empower the said party of the second part to execute such receipts, releases and acquittances for them and in their names as may be necessary, to collect all their right, title and interest in said personal estate; and to do and perform all and every act or acts, thing or things in law needful and necessary to be done in order to collect for the use and benefit of said party of the second part all the right, title and interest of said parties in said estate.

Said parties of the first part covenant that they have the right to convey their right, title and interest in said estate; that they have done no act to encumber the same; that the said party of the second part shall have quiet possession of same in fee simple, free from all encumbrances, and that they, the said parties of the first part, will execute such further assurances of the same as may be necessary.

Witness the following signatures and seals:

N. V. Bradshaw, (SEAL)

J. T. Bradshaw, (SEAL)

State of Virginia,

Isle of Wight County, to-wit:

I, Ida V. Magee, a Notary Public for the County aforesaid in the State of Virginia, do certify that N. V. Bradshaw and J. T. Bradshaw, whose names are signed to the writing hereto annexed, bearing date on the 9th. day of September, 1912, have acknowledged the same before me in my County aforesaid.

Given under my hand this 10th. day of October, 1912.

My commission expires on the 6th. day of June, 1912.

Ida V. Magee, Notary Public.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight November 1st. 1912, at nine o'clock A. M. this deed was received and with the certificate annexed, admitted to record.

Teste, A. S. Johnson, Clerk.

A copy, Test. *A. S. Johnson*

THIS DEED, Made this 25th. day of January, in the year 1913, between MOLLIE A. LAWRENCE, of the County of Isle of Wight, Virginia, of the one part, and IRENE A. DUCK AND J. CLINTON BRADSHAW, both of the County of Isle of Wight, Virginia, parties of the second part,

WITNESSETH: That for and in consideration of the sum of eleven hundred (\$1100.00) dollars, cash in hand paid, the receipt of which is hereby acknowledged, the said Mollie A. Lawrence, party of the first part, doth bargain, sell, transfer, assign, deliver, grant and convey unto the said Irene A. Duck and J. Clinton Bradshaw, parties of the second part, all her right, title and interest in and to the real estate of which Joseph H. Duck died seized and possessed, consisting of two tracts of land situate in Isle of Wight County, Virginia, one known as the "Home Place", containing about six hundred (600) acres, and the other known as the "Elijah Place", together with all the interest of the said Mollie A. Lawrence of every kind in and to said estate, personal as well as real.

There being now pending in the Circuit Court of Isle of Wight County, Virginia, two certain Chancery suits for the settlement of the estate of the said Joseph H. Duck and the partition of the said lands, it is hereby covenanted and agreed that all monies or property of any kind which may be coming to the said Mollie A. Lawrence under or by virtue of said suits, shall be paid to the said grantees herein.

T. Livy Lawrence, the husband of the said Mollie A. Lawrence, being now confined in the Eastern State Hospital, and mentally incapable of joining in this deed, it is hereby covenanted and agreed that should the said Mollie A. Lawrence depart this life during the lifetime of the said T. Livy Lawrence, before the said interest herein conveyed shall vest

absolutely in the said grantees, or be paid to them, then and in that event the said sum of \$1100.00, the consideration herein, shall be deemed a charge upon the estate of the said Mollie A. Lawrence and shall be and there is hereby constituted a lien upon the interest of the said Mollie A. Lawrence in favor of the said grantees to the amount of the said purchase price.

Witness the following signatures and seals:

Mollie A. Lawrence, (SEAL)

Irene A. Duck, (SEAL)

J. Clinton Bradshaw, (SEAL)

STATE OF VIRGINIA,

County of Isle of Wight, to-wit:

I, Parke P. Deans, a Commissioner in Chancery for the Circuit Court of the County of Isle of Wight, in the State aforesaid, do hereby certify that Mollie A. Lawrence, Irene A. Duck and J. Clinton Bradshaw, whose names are signed to the writing above bearing date on the 25th day of January, 1913, have acknowledged the same before me in my County aforesaid.

Given under my hand this 4th day of February, 1913.

Parke P. Deans,
Commissioner in Chancery.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight February 14th. 1913 at one thirty o'clock P. M. this deed was received and with the certificate annexed, admitted to record.

Teste, A. S. Johnson, Clerk.

A copy,

Teste, , Clerk.

Mamie I. Bradshaw et als.

VS.

J. Peter Holland et als.

Report of Special Commissioners.

The undersigned, R. H. Rales, John N. Sebrell, Jr., and Hugh L. Holland, Special Commissioner, respectfully report to Court:

That pursuant to a decree entered on the above styled cause on the 3rd., day of April 1914, your commissioners executed the bond required by said decree and, after having duly advertised the time terms and place of sale in accordance with terms of said decree, as shown by copy of advertisement hereto attached, exposed to sale, at public auction in front of the Post Office in Carrsville, Virginia, on the 5th., day of May 1914, the land in the bill and proceedings mentioned.

The following bids were ^{the highest} received under the various sales as were directed by said decree.

First: The timber on the tract known as the Home Place was offered as directed by said decree, under the terms given in said decree, the highest bid for the same being made by P. D. Camp, Trustee, for \$8300.

Second: The timber on the Home Place tract was offered under the terms mentioned in said decree, with the exception that the condition as to the diameter of the stump at the time of cutting was changed to exclude the bark. This offer was made ^{upon request} ~~with the consent of J. P. Holland,~~

~~Estate of Clements, Wilbur Bradshaw and Clinton Bradshaw~~

~~and subject to the Court's approval.~~ The highest bid under this sale was made by J. Peter Holland for \$8310.

Third: a. That ~~pro~~portion of the Home Place situate on the East side of the County road leading from Carrsville to Isle of Wight Court House containing 94.2 acres, known as tract number one of the Home Place was then offered the highest bid being made by R. E. L. Watkins for \$350.
b. Tract number two of the Home Place, containing 335.6 acres, the highest bidder being John D. Abbitt for \$1000.
c. Tract number three of the Home Place, lying South of the last above described tract containing 220 acres, highest bidder being John D. Abbitt for \$1700.

The aggregate amount of the highest bids for the lands and timber on the Home Place, sold separately, under the conditions concerning the timber as directed in said decree, is \$11,350. The aggregate amount of the highest bids for the land and timber of the Home Place sold separately with the measurement of ten inches across the stump at the time of cutting changed to exclude the bark, is \$11,360.

Fourth: The Home Place both land and timber, was then offered as a whole, and was knocked down to P. D. Camp for \$14,080. Immediately after this was done it was reported to your commissioners by J. Peter Holland that he thought this bid was his, and that he would have made a higher bid but for his impression that this was his bid. The auctioneer, R. A. Edwards, agreed that there was a misunderstanding as to the party making this bid. It was then

unanimously agreed among your commissioners to put up the Home Place as a whole both land and timber again, which was done, J. Peter Holland becoming the highest bidder for the same at the price of \$16,005.

Fifth: W. R. Kilby became the highest bidder for the timber on the Elijah Place at the price of \$1700.

Sixth: The Elijah Place without the timber was bid off for \$200.

Seventh: J. Peter Holland became the highest bidder for the Elijah Place both land and timber at the price of \$4,099.

Your commissioners would report that the highest bid for the Home Place, including the timber, under any of the above methods, is \$16,005 by J. Peter Holland.

Your commissioners would further report that the highest bid received for the Elijah Place including the timber under any of the above methods, is \$4,099. Your commissioners would further report that both of these said sales to J. Peter Holland, the Home Place for \$16,005 and the Elijah Place for \$4,099, are ^{fair values} ~~most excellent ones~~, and would, ^{they} therefore, recommend the confirmation of the same.

Your commissioner also report that the said purchaser desires to pay one third (1/3) of the purchase price on each of the said tract in cash and to give his bonds for the remainder payable in one and two years in equal installments, said bonds to bear even date with day of sale and to bear interest at the rate of six (6%) per centum per annum from date of sale until paid. Your commissioners therefore request that they be authorized to receive one third (1/3) of the purchase money in cash and to receive

bonds as aforesaid for the remainder, upon the conditions mentioned
in the decree of April 3rd 1914
Respectfully submitted.

R. H. Rowley
John J. Jones
W. H. Holland
Special Commissioners.

161

THE CITY OF NEW YORK

[Faint, illegible handwritten text]

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[Faint, illegible handwritten text]

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VIRGINIA: IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

Mamie I. Bradshaw et als.

VS.

IN CHANCERY

J. Peter Holland et als.

Exceptions to report of Commissioner in Chancery
A. S. Johnson, filed in this cause on the _____ day of
_____ 1913.

First The conveyance from Joseph H. Duck to J. J. Duck
was volutarilly and without consideration to support it.

Second It is most advisable and to the interst of the
parties in this suit to sell the standing timber on the
"Home Place", the timber, ^{and then the land:} and then both the land and the timber
of the "Home Place"; and the "Elijah Place" should be sold
the land and timber separately and then sold together.

Third No survey of the property is necessary or
advisable, and would cause a useless expense and delay.

Fourth Irene A. Duck is not entitled to dower in the share
of real estate inherited by the heirs of J. J. Duck from
Joseph H. Duck.

Fifth Even should the deed from Joseph H. Duck to
J. J. Duck be held valid, Irene A. Duck is not entitled
to dower in that share of the real estate that would pass to
J. J. Duck, being barred by the statute of limitations.

x The defendants claim that the report of Commissioner
A. S. Johnson so far as it is in conflict with the above
conclusions is erroneous by the evidence and should not
be confirmed.

Respectfully submitted.

J. Peter Holland
by H. H. [unclear] atty.
R. H. [unclear]

Exceptions to Report of Commissioner in Chancery A.S.
Johnson in the suit of Mamie I. Bradshaw et. als. v.
J. Peter Holland et. als. Continued.

Sixth: The report of said commissioner says that no party in interest will take the whole and pay therefor a cash value to the other parties in interest. J. Peter holland, one of the defendants and one of the parties in interest, hereby offers to take the whole of the real estate in the bill and proceedings mentioned and to pay therefor the sum of \$16,000.00, which is the amount agreed on to be a fair cash value for the whole of said real estate.

Respectfully submitted,

J. Peter Holland
by H. J. Holland atty
R. A. Newby

12



No. 1

Jan. 2 1915

TO W. E. Laine &

FOR Taxes

BALANCE FOR D. \$ 12000.00

DEPOSITED, \$ _____

TOTAL, \$ _____

THIS CHECK, \$ 958.82

BALANCE, \$ 11041.18

All Available Text Successfully Captured

No.

2

1 - 8

1915

TO E. Lillian Brithand

OR

ALANCE FOR D. \$

DEPOSITED,

\$

TOTAL,

\$

HIS CHECK,

\$ 1089.61

ALANCE,

\$

All Available Text Successfully Captured

No. 3-

1-8 1915-

TO Mamie J. Brindle

FOR _____

BALANCE FOR D. \$ _____

DEPOSITED, \$ _____

TOTAL, \$ _____

THIS CHECK, \$ 2522.16

BALANCE, \$ _____

No. 4

1-8

1915

TO A. M. Clements -

FOR _____

BALANCE FOR D. \$ _____

DEPOSITED, \$ _____

TOTAL, \$ _____

THIS CHECK, \$ 2522.¹⁶

BALANCE, \$ _____

No. 5

1-8

1915

TO

John A. Duck

FOR _____

BALANCE FOR D. \$ _____

DEPOSITED, \$ _____

TOTAL, \$ _____

THIS CHECK, \$

951.²⁰

BALANCE, \$ _____

No. 6

1-8 1910

To

J. C. Brashers
J. A. Buck, Assg

FOR

BALANCE FOR D. \$

DEPOSITED,

\$

TOTAL,

\$

THIS CHECK,

\$ 1089.60

BALANCE,

\$

No. ✓ 17

1-8 1914

TO

G. W. Munny Jr.

FOR

BALANCE FOR D. \$

DEPOSITED,

\$

TOTAL,

\$

THIS CHECK,

\$ 360.00

BALANCE,

\$

No. 8

Jan. 8 1915

TO A. S. Johnson Clerk

FOR Taxes

BALANCE FOR D. \$

DEPOSITED, \$

TOTAL, \$

THIS CHECK, \$ 227. ²⁸

BALANCE, \$

No. 9

1-8 1915

TO Vth Palat.

FOR Adv.

BALANCE FOR D. \$

DEPOSITED, \$

TOTAL, \$

THIS CHECK, \$ 5. ²⁵ -

BALANCE, \$

No. 10

1-8 1915

TO Hugh L. Hallam

FOR Supper N.Y. 24

BALANCE FOR D. \$ _____

DEPOSITED, \$ _____

TOTAL, \$ _____

THIS CHECK, \$ 6.50

BALANCE, \$ _____

No. 11

Jan. 8 1915

To

G. S. Johnson

FOR

BALANCE FOR D. \$

DEPOSITED,

\$

TOTAL,

\$

THIS CHECK,

\$

82.⁵⁰

BALANCE,

\$

✓
No.

12

1-8

191

5-

To

W. S. Phlegor

For

BALANCE FOR D. \$

DEPOSITED,

\$

TOTAL,

\$

THIS CHECK,

\$

55. 60

BALANCE,

\$

No. 13

1-8 1915

TO R. A. Edwards

FOR _____

BALANCE FOR D. \$ _____

DEPOSITED, \$ _____

TOTAL, \$ _____

THIS CHECK, \$ 25. ⁰⁰

BALANCE, \$ _____

No.

✓
14

1-8

1915-

TO

Woodward & Llan

FOR

Print for names

BALANCE FOR D. \$

DEPOSITED, \$

TOTAL, \$

THIS CHECK, \$

40.⁰⁰

BALANCE, \$

No. 15

1-8 1915

TO B. A. Edwards

FOR shff-

BALANCE FOR D. \$ _____

DEPOSITED, \$ _____

TOTAL, \$ _____

THIS CHECK, \$ 1. 00

BALANCE, \$ _____

All Available Text Successfully Captured

No. 16

1-8

1915

TO

R. H. Rawls

FOR

BALANCE FOR D. \$

DEPOSITED,

\$

TOTAL,

\$

THIS CHECK,

\$

370.54

BALANCE,

\$

All Available Text Successfully Captured

No. 17

1-8

1916

TO

H. L. Hallam

FOR

BALANCE FOR D. \$

DEPOSITED,

\$

TOTAL,

\$

THIS CHECK,

\$

371.54

BALANCE,

\$

No. 18

1-8

1915-

TO

J. W. N. Schaefer.

FOR

BALANCE FOR D. \$

DEPOSITED, \$

TOTAL, \$

THIS CHECK, \$ 723.⁰⁷

BALANCE, \$

All Available Text Successfully Captured

No. 19-

1-8

1915

TO

Jno. H. Schaefer

OR

Writ Temp

BALANCE FOR D. \$

DEPOSITED, \$

TOTAL, \$

THIS CHECK, \$ 1.50

BALANCE, \$

All Available Text Successfully Captured

No. _____

Sept. 14 1917

TO

Cassius M. A. Lamer

FOR _____

BALANCE FOR D. \$ _____

DEPOSITED, \$ _____

TOTAL, \$ _____

THIS CHECK, \$

38.40

BALANCE, \$ _____

All Available Text Successfully Captured

No. _____

Sept 14 1917

TO C. Lubow Bros

OR _____

BALANCE FOR D. \$ _____

DEPOSITED, \$ _____

TOTAL, \$ _____

HIS CHECK, \$ 38.40

BALANCE, \$ _____

All Available Text Successfully Captured

No. _____

Sept. 14 191*7*

TO *Marie J. Bradshaw*

OR _____

BALANCE FOR D. \$ _____

DEPOSITED, \$ _____

TOTAL, \$ *ST*

HIS CHECK, \$ *89.*

BALANCE, \$ _____

All Available Text Successfully Captured

No. _____
Sept. 14 1917
TO Am. Clements
FOR _____
BALANCE FOR D. \$ _____
DEPOSITED, \$ _____
TOTAL, \$ _____
THIS CHECK, \$ 89.⁵⁷
BALANCE, \$ _____

All Available Text Successfully Captured

No. Sept 14 1917
O From A. Duck
OR _____
BALANCE FOR D. \$ _____
DEPOSITED, \$ _____
TOTAL, \$ _____
THIS CHECK, \$ 97⁵¹ _____
BALANCE, \$ _____

All Available Text Successfully Captured

No. _____

Sept. 14 1917

O. W. WOODSTOCK

OR _____

ALANCE FOR D. \$ _____

DEPOSITED, \$ _____

TOTAL, \$ 66-

THIS CHECK, \$ 26.

ALANCE, \$ _____

All Available Text Successfully Captured

No. _____

Sept. 14 191*7*

to *A. S. Johnson*

OR _____

BALANCE FOR O. \$ _____

DEPOSITED, \$ _____

TOTAL, \$ _____

HIS CHECK, \$ *20.⁰⁰*

BALANCE, \$ _____

All Available Text Successfully Captured

No. _____

Sept. 14 1917

W. E. Lavis Jr.

OR _____

ALANCE FOR D. \$ _____

DEPOSITED, \$ _____

TOTAL, \$ _____

THIS CHECK, \$ 1.00

ALANCE, \$ _____

All Available Text Successfully Captured

No. _____

Sept. 14 1917

To J. Schuyler

OR _____

ALANCE FOR D. \$ _____

DEPOSITED, \$ _____

TOTAL, \$ _____

HIS CHECK, \$ 5.00

ALANCE, \$ _____

All Available Text Successfully Captured



SCHEDULE "A".

Receipts from sale of Property.

Purchase price of Elijah Place, ...	\$ 4099.00
Interest from May 5th to Dec. 20th, 1914, ...	<u>153.70</u>
	\$ 4252.70

Purchase price of Home Place, ...	\$16005.00
Interest from May 5th to Dec. 20th, 1914, ...	<u>600.18</u>
	\$16605.18

4252.70
16605.18
20857.88

SCHEDULE "B".

DISBURSEMENTS.

Costs.

Paid Geo. W. Nurney for survey and plat, ...	\$ 360.05
Taxes paid W. E. Laine, collateral tax, ...	729.15
" " " " " 1914, estate 38.59, ...	90.04
" " " " " 1914, Holland 77.18, ..	25.73
" " " " " 1913, ...	88.45
" " " " " 1913, ...	25.45
" " Clerk, 1911- 1912, ...	227.28
Paid advertisement in Virginian-Pilot, ...	5.25
" Suffolk Herald for posters, ...	5.00
" Clerk's costs, ...	32.50
" Commissioner in chancery, ...	50.00
" Writ tax and fee, ...	16.50
" D. S. Phlegar for depositions, ...	55.60
" R. A. Edwards, auctioneer, ...	25.00
" Premium on Commissioners' bond, ...	40.00
" Sheriff's fees, ...	1.00
" Commissions on \$20857.88, ...	426.15
" Commissioners' deed, ...	25.00
" Fees to R. H. Rawles and H. L. Holland, ...	500.00
" " John N. Sebrall, Jr., ...	500.00
" " clerk for exhibits, ...	1.50
	\$ 3229.65
Less part taxes charged to Holland, ...	77.18
	\$ 3152.47

SCHEDULE "C".

DISTRIBUTIONS:

Amount received from Elijah Place to be distributed,	\$4099.00	
Less proportion of costs, ...	<u>630.49</u>	
		\$3468.51
To J. P. Holland, 2/3, ...	\$2312.34	
" Mollie A. Lawrence, 1/12, ...	289.04	
" E. Lulian Bradshaw, 1/12, ...	289.05	
" Mamie I. Bradshaw, 1/12, ...	289.04	
" Annie M. Clements, 1/12, ...	<u>289.04</u>	\$3468.51

=====

SCHEDULE "D"

Distribution of Home Place,	
Amount of purchase, ...	\$16005.00
Less proportionate part of costs, ...	<u>2521.98</u>
	\$13483.02

Distribution of 1/2:

Dower of Irene A. Duck, ...	\$ 1011.21	
J. P. Holland, ...	6404.45	
Mollie A. Lawrence, ...	800.56	
E. Lulian Bradshaw, ...	800.56	
Mamie I. Bradshaw, ...	2233.12	
A. M. Clements, ...	<u>2233.12</u>	\$13483.02

SCHEDULE "E"

TOTALS.

Costs, ...	\$ 3152.47
Irene A. Duck, ...	1011.21
J. P. Holland, ...	8716.79
Mollie A. Lawrence, ...	1089.60
E. Lulian Bradshaw, ...	1089.61
Mamie I. Bradshaw, ...	2522.16
Annie M. Clements, ...	<u>2522.16</u>
	\$20104.00

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

BRADSHAW,

v.

HOLLAND AND OTHERS.

The undersigned, your Special Commissioners, would respectfully report as follows:

1. That pursuant to decree entered in this cause on the _____ day of _____, 191____, they have collected from J. Peter Holland the purchase price of the land sold in this cause, the total sum being \$20,857.90, of which \$20,104.00 is the original purchase price of the said property and \$753.90 is interest thereon from the 5th day of May, 1914, until the 20th day of December, 1914, all of which will more specifically appear from Schedule "A" attached hereto and made a part of this report.

Your Commissioners would especially report that in the collection of the interest that J. Peter Holland, the purchaser, objected to the payment of the interest because the sale was not confirmed to him on May 5, 1914, but not until sometime later, the question, however, having been taken up before the court and the Commissioners ^{were} instructed by the court to collect the interest as a part of the purchase price. No order, however, was entered by the court at the time.

2. That they have paid the costs of this suit and sale, and the taxes upon the property, amounting in the total to \$3229.65, excepting \$1.00 sheriff's fees, the exact owner of which has not yet been determined, as will be seen by itemized statement marked Schedule "B" and filed herewith as a part of this report. In this connection your Commissioners call attention to the fact that they

paid the taxes for the entire year of 1914, and that that part of the taxes from May 5th to the end of the year should have been borne by J. P. Holland, such proportionate part amounting to the sum of \$78.18, which the said Holland has agreed to account for in the final distribution of the proceeds.

3. That in the distribution of the balance of the said purchase price, upon objection by J. Peter Holland, two of your Commissioners, namely, R. H. Rawles and H. L. Holland, declined to make distribution of the interest, agreeing only to distribute the principal, and insisting on holding the interest in the bank until specifically directed by this court as to its distribution. Your Commissioners, therefore, have distributed the balance of the principal received from the purchase price, according to the account of distribution appearing in Schedules "C", "D", and "E" filed herewith as a part of this report, except the amount stated therein as due to Irene A. Duck in commutation of her dower interest in the said land, and excepting the amount stated therein due to J. P. Holland.

The calculation of the dower interest of Mrs. Duck was objected to by the said J. Peter Holland, who insisted that the calculation should have been at the age of 66 rather than at 64, it appearing that she was born on the 15th day of August, 1848, and that the Commissioners had calculated dower at the age of 64, her age when she appeared as a witness and testified to her age, and as to which time the question was asked for the purpose of calculating dower, the said Holland insisting that it should be calculated as of the time of the distribution. As to the determination of this question, the Commissioners beg the direction of this Honorable Court. In consequence of the said objection, the said Mrs. Irene A. Duck was only paid the sum of \$951.20, the balance being reserved for future adjustment according to the direction of this court.

4. From Schedule "E" it appears that the distributive share of J. Peter Holland in the purchase price, exclusive of interest,

is \$8716.79. The Commissioners, in collecting the purchase price paid to J. Peter Holland the sum of \$8857.90 so that the said Holland has been paid \$141.11 in excess of his share of the purchase price, exclusive of interest, which together with the taxes of \$77.18 above referred to, make a total of \$218.29 to be accounted for by the said J. Peter Holland when the matter of interest has been settled, the deposit covering same now being in the National Bank of Suffolk.

5. Your Commissioners would further report that pursuant to the said decree, upon the receipt of the purchase price they executed to the said J. Peter Holland a deed conveying the said property, with special warranty of title. That the said Special Commissioners did not affix to said deed any stamps of the U. S. Government, but that the said J. Peter Holland did affix at his own expense stamps amounting to \$43.00, which he claims should be paid out of the funds in the hands of the court in this cause.

6. Your Commissioners beg leave to report that they are advised that during the pendency of this suit, and before the sale of the said property, that ~~J. Peter Holland~~ some of the parties of this suit, have collected rent from the premises amounting to at least \$500.00, which might be adjusted in this suit.

7. That since the distribution above contained in the Schedules attached thereto, your Commissioners have paid to Woodard & Elam the sum of \$26.65 for ~~one~~ ^{second} years premium on bond of Special Commissioners, and that there now remains of the amount collected by your Commissioners and not distributed, the sum of \$569.97, which amount is now on deposit in the National Bank of Suffolk, Suffolk, Virginia, to the credit of John N. Sebrell, Jr., R. H. Rawles, and H. L. Holland, Special Commissioners, as will appear by a statement of said bank filed herewith.

All of which, together with the vouchers showing the
distributions above mentioned is

Respectfully submitted

Wm. C. Bruce
R. H. Raab
Hugh Holland

Special
Com'r's.

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

BRADSHAW,
v. *5/11/16*
HOLLAND AND OTHERS.

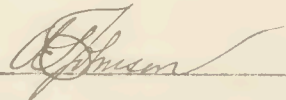
Report of
Special Commissioners.

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

July 4 19*16*
Filed
Teste, *Johnson* Clerk.

JOHN N. SEBRELL, JR.
ATTORNEY AND COUNSELLOR AT LAW
SEABOARD BANK BUILDING
NORFOLK, VIRGINIA

Received of John M. Sebrell, Jr., Hugh L. Holland and R.H.Rawles
\$82.50 to cover Clerk and Commissioners fees in the suit of Bradshaw
et als., vs. Holland et als.


Clerk.

Edmund Clerk

WOODWARD & ELAM
INSURANCE OF ALL KINDS

Suffolk, Va., May 6 1915

Received of Sebel, Hallam & Rowe, Spl Com
Twenty Six & 65/100 ————— Dollars.

and for premium on bond as Spl Com.
Bradshaw et al vs Hallam & Elam,

Woodward & Elam

\$26 65

Per W

Received

Jan 8th 1915

from J. N. Schell & H. L. Holland & R. H. Auler
Spcl Commrs in Case of Bradshaw & Co
Holland

Three Hundred & Seventy one ⁵⁴/₁₀₀ Dollars

in full payment of fee of \$250. allowed me by
Court in said Case. \$1215.4 my share of
Commissions & expenses &c in said action
now pending in Isl of Wight Circuit Court.

\$ 371.54

R. H. Auler Atty

Mr.

J. & J. Duck's Est.

Dr.

WINDSOR DISTRICT

To W. E. LAINE, Treasurer of Isle of Wight County, Va.

No. 272

Form 1

1914

State Taxes

3½c. on \$100. Support
Government, Schools
and Pensions and In-
come, 1%

County Levies

Gen'l Co. 25 c. on \$100
Co. Schools 15 c. on \$100
Poor 7½c. on \$100
Co. Roads 5 c. on \$100
Total 52½c.

District Levies

Dis. Schools 20c. on \$100
Dis. Roads 15c. on \$100
Total 35c.TOTAL TAXES
AND LEVIES

236 Acres, valued 7000	24 50	36 75	24 50	
Acres, valued				
Acres, valued				
Acres, valued				
Per. Prop., Sched. B, val.				
Per. Prop., Sched. C, val.				
Stock Merchandise, val.				
Money on Deposit, 20c. on \$100				
Income, Sched. D, 1%				
Total valuation				
Capitation				1 50 X
Total				85 75
5% Penalty added Dec. 1, 1914				4 20
Total Taxes and Penalty				90 04

Received payment _____ day of _____ 1914

EVERETT WADDEY CO. RICHMOND, VA.

Treasurer, per _____

Mr.

Joseph V. Duck's Est.

Dr.

WINDSOR DISTRICT

To W. E. LAINE, Treasurer of Isle of Wight County, Va.

No. 273

Form 1

1914

State Taxes

35c. on \$100. Support
Government, Schools
and Pensions and In-
come, 1%

County Levies

Gen'l Co. 25 c. on \$100
Co. Schools 15 c. on \$100
Poor 7 1/2 c. on \$100
Co. Roads 5 c. on \$100
Total 52 1/2 c.

District Levies

Dis. Schools 20c. on \$100
Dis. Roads 15c. on \$100
Total 35c.TOTAL TAXES
AND LEVIES

180 Acres, valued 2000

7 00

10 50

7 00

Acres, valued

Acres, valued

Acres, valued

Per. Prop., Sched. B, val.

Per. Prop., Sched. C, val.

Stock Merchandise, val.

Money on Deposit, 20c. on \$100

Income, Sched. D, 1%

Total valuation

Capitation

Total

5% Penalty added Dec. 1, 1914

Total Taxes and Penalty

1 50 X

24 50

1 23

25 73

Received payment day of 191

Treasurer, per

BERNARD WADDEY CO. RICHMOND, VA.

Receipt to be given by County or City Treasurer when Delinquent Land Taxes are paid before sale.)

\$ 88⁴⁵ Office of the Treasurer of the County of Sale of Right

Jan 4, 1905

RECEIVED OF Jno. N. Schell, C. H. Pawls & N. L. Halland Spec. Comm.
Eighty Eight Dollars and 45 Cents,

in payment of Delinquent Taxes due on 756 acres of Land for the year 1913,
as follows:

State Taxes . . . 105.00 of J. J. Ducks Est.
County Levies for all purposes
Interest
Proportionate Expenses of advertising
Total 88.45

W. E. Laine
Treasurer.

(Receipt to be given by County or City Treasurer when Delinquent Land Taxes are paid before sale.)

\$ 25⁴⁵

Office of the Treasurer of the County of Isle of Wight

Jan 4, 1915

RECEIVED OF Mrs. N. Seabell, P. O. Box 1, E. S. L. Holland Sec. Comm.

Twenty five Dollars and 45 Cents,

in payment of Delinquent Taxes due on 180 acres of Land for the year

as follows:

State Taxes . . . for H. Ducks Est.

County Levies for all purposes

Interest

Proportionate Expenses of advertising

Total 25.45

W. E. Lane
Treasurer.

SMITHFIELD, VA.,

July 31 1915

Mrs. Harland Selmer & Rauls

Get Out in Dock St

To **R. AUGUSTUS EDWARDS**

SHERIFF OF ISLE OF WIGHT COUNTY, DR.

TEN PER CENT. COMMISSION CHARGED ON ALL ACCOUNTS
UNDER \$100 UNLESS OTHERWISE AGREED UPON.

To a/c rend. Auctioneer's fee 25.00

"
Hanks"
"

Jan Paid
12-15
W. C. Edwards.
Shipt

STATEMENT

Suffolk, Va.,

10/20 1915

Cr. *J. M. Debrill Jr. R. H. Rawles* IN ACCOUNT WITH **National Bank of Suffolk Dr.**
 PLEASE REPORT ANY ERRORS AT ONCE *H. L. Holland Spec. Com.*

Rec vs *Depth* 1200000
 1260000

Checks 1143003
Balance 56997
 1200000

Code return Vouchers

BAL. TO YOUR CR.

D. S. PHLEGAR,
SHORTHAND REPORTER AND NOTARY PUBLIC,
COMMISSIONER IN CHANCERY,
532-533 LAW BUILDING,
BELL PHONE 504.
NORFOLK, VA.

January 5, 1915.

Mr A S Johnson, Comr.,

	To	D	S	PHLEGAR	Dr.
-	-	-	-	-	-
1912					
Dec 6/18:	To fee for depositions in Bradshaw v Holland, at Walters and Suffolk,	-	-	-	\$33.10
1913					
July 24:	" depositions at Carrsville, in above,				22.50
					<u>\$55.60</u>

Accept thanks for
payment Jan 12/15
[Signature]

Received Jan. 18, 1915, of R. H. Rawles, Hugh L. Holland and John N. Sebrell, Jr., Special Commissioners in the chancery suit styled Mamie I. Bradshaw and others v. J. Peter Holland et al. pending in the Circuit Court of Isle of Wight County, Virginia, the sum of \$360.05 in full for survey and plat made in the above styled suit

Geo. W. Murrey Jr.

Received Jan. 8, 1915, of R. H. Rawles, Hugh L. Holland, and John M. Sebrell, Jr., Special Commissioners in the chancery suit styled Mamie I. Bradshaw and others v. J. Peter Holland et al. pending in the Circuit Court of Isle of Wight County, Virginia, the sum of \$1089.60, the same being part of the proceeds of the sale of the property sold under said suit by said Commissioners, less costs of suit and sale, and being the part that was directed to be paid to Mollie A. Lawrence or assignees.

J. E. Bradshaw
Laura A. Muck.

Received Jan. 8, 1915, of R. H. Rawles, Hugh L. Holland and John N. Sebrell, Jr., Special Commissioners in the chancery suit styled Mamie I. Bradshaw and others v. J. Peter Holland et als. pending in the Circuit Court of Isle of Wight County, Virginia, the sum of \$1089.61, the same being my part of the proceeds of the sale of the property sold under said suit by said Commissioners, less costs of suit and sale, as per statement rendered.

L. William Bradshaw

Received Jan. 8, 1915, of R. H. Rawles, Hugh L. Holland, and John
N. Sebrell, Jr., Special Commissioners in the chancery suit styled
Mamie I. Bradshaw and others v. J. Peter Holland et al. pending in the
Circuit Court of Isle of Wight County, Virginia, the sum of \$2522.16
the same being my part of the proceeds of the sale of the property sold
under said suit by said Commissioners, less costs of suit and sale, as
per statement rendered.

Mamie I. Bradshaw

Received Jan. 8, 1915, of R. H. Rawles, Hugh L. Holland and John N. Sebrell, Jr., Special Commissioners in the chancery suit styled Mamie I. Bradshaw and others v. J. Peter Holland et als. pending in the Circuit Court of Isle of Wight County, Virginia, the sum of \$2522.16, the same being my part of the proceeds of the sale of the property sold under said suit by said Commissioners, less costs of suit and sale, as per statement rendered.

Annie M. Clements

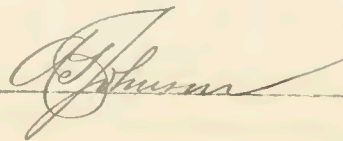
HUGH L. HOLLAND

ATTORNEY AT LAW

BARBEE BUILDING

SUFFOLK, VIRGINIA.

Received June 30, 1913 from Hugh L. Holland, attorney for J. Peter Holland, the sum of \$1.50, for certified copies of three deeds to be filed in the suit of E. Lulian Bradshaw, et. als. vs. J. Peter Holland, et. als.



Received Jan. 8, 1915, of R. H. Rawles, Hugh L. Holland and John M. Sebrell, Jr., Special Commissioners in the chancery suit styled Mamie I. Bradshaw and others v. J. Peter Holland et al. pending in the Circuit Court of Isle of Wight County, Virginia, the sum of \$40.00 for premium on bond of above named Commissioners in said suit.

W. W. W. W. W.

Received December 23, 1914, of R.H.Rawles, Hugh L. Holland,
and John N. Sebrell, Jr., Special Commissioners in the ~~XXXXX~~
chancery suit styled Mamie I. Bradshaw et. als. vs. J.
Peter Holland et. als. pending in the circuit Court of Isle
of Wight County, Virginia, the sum of Eight Thousand Eight
Hundred and Fifty-seven Dollars and Ninety Cents, as part
of my distributive share of the proceeds of sale of the land
in said suit, the said amount being the difference between
Twelve Thousand Dollars this day paid said Commissioners
by my check and the sum of Twenty Thousand Eight Hundred
and Fifty-seven Dollars and Ninety Cents, the purchase
price of said property (\$20004 being the original purchase
price and \$753.90 being the interest thereon from May 5, 1914
till December 20, 1914).

It is agreed that the figures and calculations upon
which this settlement is based are subject to such revision
or correction as the rights of the parties may require
and are not binding as a final settlement upon the said
Commissioners or either of them, *or the parties at interest*

J. Peter Holland

E. Frank Story, who represents the Merchants and
Farmers Bank, of Franklin, Va., which holds certain bonds
secured by deed of trust on the interest of J. Peter Holland
in the above mentioned land, hereby agrees and promises to
release the lien thereof, and hereby releases said Commission
ers from the application of above mentioned proceeds from
said debt.

December 23, 1914.

E. Frank Story
Attorney for Merchants and Farmers Bank
of Franklin, Va.

Folio

191 4

From

TO

Norfolk, Va.,

June 6

1914

At R. H. Rawles, John N. Sebrell, H. L. Holland
Special Com'rs

To Virginian and Pilot Publishing Company, Dr.

April 17-19-21

ADVERTISING

Auction sale of
Jas. H. Duck Property
3 in 375 acres

525

Auction Sale of Valuable Real Estate and Timber.

By order of the Circuit Court of Isle of Wight County, we shall sell at public auction at Carrsville, Virginia, on TUESDAY, MAY 5, 1914, at 11 o'clock a. m., that real estate situate in Isle of Wight County, Virginia, near Carrsville, Virginia, known as the JOSEPH H. DUCK PROPERTY, consisting of the "Home Place" and "Elijah Tract." The Home place will be sold in three sub-divisions, and the land and timber will be sold separately and as a whole. The Elijah Place will be sold land and timber separately and as a whole. The highest bid under each sale will be reported to court.

This property is one of the finest farms in Isle of Wight County, and contains a large amount of high-grade standing timber.

For a circular describing the sale of this property in detail, apply to any one of the undersigned.

R. H. RAWLES, Suffolk, Va.
JOHN N. SEBRELL, Jr., Norfolk Va.
HUGH L. HOLLAND, Suffolk, Va.
ap17,19,21 Special Commissioners.

Received Payment, VIRGINIAN AND PILOT PUBLISHING CO.

Per

Wesley Murrey

Local man. Virginian Pilot

All Available Text Successfully Captured

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

Bradshaw, et als.,

vs) Chancery, No.117.

Holland, et als.

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

The undersigned, one of the Commissioners in Chancery
of the Circuit Court of the County of Isle of Wight, to whom has
been referred the papers in the above entitled cause for the exe-
cution of a part of a decree entered therein on the 4th day of
January, 1916, respectfully reports:

That on the 14th day of August, 1916, by agreement of
all of the parties to said suit, and who were present, either in
person, or by counsel, at the office of John N. Sebrell, Jr.,
Attorney at Law, Norfolk, Virginia, made inquiry as to rents re-
ceived for the premises involved in this suit since the commence-
ment thereof, and before the confirmation of sale of said premises;
and ascertained that John M. Ballard has in his hands, as rent due
for the year, nineteen hundred and thirteen, ^{for the Elyah Place} or is responsible
therefor, the sum of Ninety-seven Dollars;

That J. Peter Holland received from John M. Ballard,
rent for the year, nineteen hundred and twelve, ^{for the Elyah Place} the sum of ninety-
three dollars;

That J. Peter Holland received from A. R. Butler, rent
for the year, nineteen hundred and twelve, the sum of four hundred

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

dollars; *rent for the Keene Place*

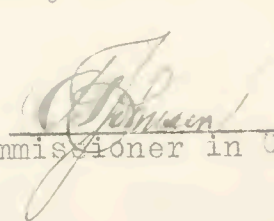
And, that said J. Peter Holland received from said A. R. Butler, rent for the year, nineteen hundred and thirteen, the sum of four hundred dollars, *rent for the Keene Place*

The amounts received by said J. Peter Holland, from the said John M. Ballard and A. R. Butler, covering rents for the year nineteen hundred and twelve, were received on the 22nd day of January, 1913. The said J. Peter Holland received from the said A. R. Butler, the rent for the year, nineteen hundred and thirteen, on January 1st, 1914.

J. Peter Holland stated to your Commissioner that during the time he was an occupant, or a part owner of said property, that no one seemed to be looking after the rental thereof, and that he took upon himself the authority to take care of same, and did so; and furnished a roll of wire, which cost him the sum of fifteen dollars, and for which he has not received any reimbursement.

The said J. Peter Holland requested your Commissioner to report a claim of one hundred dollars due to himself, for looking after, and renting the said land for the years nineteen hundred and twelve and nineteen hundred and thirteen.

All of which is respectfully submitted.


Commissioner in Chancery.

August 14th, 1916.

Covers fee \$36.00

70.

Bradshaw et al

vs C. No 117

Holland et al

Commissioners report

Filed Aug 14, 1916

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

BRADSHAW ET ALS,

v.

HOLLAND ET ALS.

The undersigned, your Special Commissioners, would respectfully report as follows:

That since the entering of the decree in this cause on the 30th day of April, 1917, John M. Ballard has departed this life, and your Special Commissioners have not as yet collected the amount which he had in his hands as rent for the Elijah place.

Your Special Commissioners have made a distribution of the balance of the funds remaining in their hands derived from the interest on the purchase price, and which was directed to be distributed by a decree entered in this cause on the 4th day of January, 1916. In making said distribution they have collected from J. Peter Holland the sum of \$78.18 which was his proportionate part of the taxes for the year 1914, and they have paid to J. Peter Holland the sum of \$43.00, being the amount which he had paid on account of revenue stamp upon Commissioners' deed, all of which will fully appear in detail by Schedule A filed herewith as a part of this report.

This will dispose of all the matters involved in this suit, and is a final distribution of all the funds arising thereunder

except the rent collected by John M. Ballard and J. Peter Holland.

All of which is respectfully reported.

Wm. J. G. G. G.
John M. Ballard,
R. H. Rawls

Special Commissioners.

SCHEDULE "A"

C O S T S .

Paid Premium on Commissioners' bond 2d year, ...	\$ 26.65
" " " " " 3d "	26.65
" " " " " 4th "	26.65
" J. Peter Holland for stamp on deed, ...	43.00
" A. S. Johnson, Commissioner, ...	20.00
" Clerk's fees and incidentals, ...	5.00
" Taxes, ...	77.18
Reserved for taxes for 1917, ...	1.00
	<u>\$226.13</u>

= = = = =

SCHEDULE "B"

Distribution of Interest from Elijah Place.

Interest received, ...	\$ 153.70
Proportion tax paid by J. Peter Holland, ...	<u>15.43</u>
	\$ 169.13
Less proportion of costs, ...	<u>45.43</u>
	\$ 123.70
J. Peter Holland, \$ 82.46	
Mollie A. Lawrence, 10.31	
E. Lulian Bradshaw, 10.31	
Mamie I. Bradshaw, 10.31	
Annie Maud Clements, 10.31	
	<u>\$123.70</u>
	\$ 123.70

SCHEDULE "C"

Distribution of Interest from Home Place.

Interest received, .c.	\$600.20
Proportion of taxes paid by J. Peter Holland, ...	61.75
	661.95
Less proportion of costs, ...	180.70
	\$481.25

Irene A. Duck, ...	37.50
J. Peter Holland, ...	228.95
Mollie A. Lawrence, ...	28.14
E. Lulian Bradshaw, .c.	28.14
Mamie I. Bradshaw, ...	79.26
Annie Maud Clements, ...	79.26

\$ 481.25

\$481.25

=====

SCHEDULE "D"

T O T A L S.

Amount received from Interest, ...	\$753.90	
" " " Holland taxes, ...	78.18	Enter
	831.08	
Costs, ...	226.13	
	\$604.95	
Balance to be distributed, ...		

J. PETER HOLLAND:

Elijah Place,	82.46	
Home Place,	<u>228.95</u>	\$ 311.41

MOLLIE A. LAWRENCE:

Elijah Place,	10.31	
Home Place,	<u>28.14</u>	38.45

E. LULIAN BRADSHAW:

Elijah Place,	10.31	
Home Place,	<u>28.14</u>	38.45

MAMIE I. BRADSHAW:

Elijah Place,	10.31	
Home Place,	<u>79.26</u>	89.57

ANNIE MAUD CLEMENTS:

Elijah Place,	10.31	
Home Place,	<u>79.26</u>	89.57

IRENE A. DUCK:

37.50

\$604.95

\$604.95

SCHEDULE "E"

FINAL ACCOUNT AND DISTRIBUTION.

Received from Purchase Price, ...	\$20,104.00
" account interest, ...	753.90
	<u>20,857.90</u>
Costs paid in full, ...	<u>3,301.42</u>
Amount to be distributed, ...	\$17,556.48

J. Peter Holland, ...	\$9028.20	
Mollie A. Lawrence, ...	1128.05	
E. Lulian Bradshaw, ...	1128.06	
Mamie I. Bradshaw, ...	2611.73	
Annie Maud Clements, ...	2611.73	
Irene A. Duck, ...	<u>1048.71</u>	
	\$17556.48	\$17,556.48

J. PETER HOLLAND:

Amt. as per above,	\$ 9028.20
" paid stamp for deed,	43.00
	<u>9071.20</u>
Less taxes paid,	77.18
	<u>8994.02</u>
Amt. paid in first report,	<u>8857.90</u>
Balance due J.P.Holland,	\$ 136.12

MOLLIE A. LAWRENCE:

Total amt. from estate,	\$ 1128.05
Paid as per last report,	<u>1089.60</u>
Balance due Mollie A. Lawrence,	\$ 38.45

E. LULIAN BRADSHAW:

Total amt. from estate,	\$ 1128.06
Paid as per last report,	<u>1089.61</u>
Balance due, ...	\$ 38.45

MAMIE I. BRADSHAW:

Total amt. from estate,	\$ 2611.73
Paid as per last report,	<u>2522.16</u>
Balance due, ...	\$ 89.57

ANNIE MAUD CLEMENTS:

Total amt. from estate,	\$ 2611.73
Paid as per last report,	<u>2522.16</u>
Balance due, ...	\$ 89.57

SCHEDULE "E" (con.)

IRENE A. DUCK:

Total amt. from estate,	\$ 1048.71
Paid as per last report,	<u>951.20</u>
Balance due, ...	\$ 97.51

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SCHEDULE "F"

Amount in Bank last report, ...	\$ 569.97
Premium on bond April 17, 1916, ...	\$ 26.65
" " " 1917, ...	26.65
Taxes for 1917, ...	1.00
Commissioner in Chancery fee, ...	20.00
Clerk and incidentals, ...	5.00
Sheriff (unpaid)	1.00
J. Peter Holland, ...	136.12
Assignees of Mollie A. Lawrence, ...	38.45
El Lulian Bradshaw, ...	38.45
Mamie I. Bradshaw, ...	89.57
Annie Maud Clements, ...	89.57
Irene A. Duck, ...	97.51
	\$569.97 \$ 569.97

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22

VIRGINIA: IN THE CIRCUIT
COURT OF SOUTHAMPTON
COUNTY.

BRADSHAW ET ALS,

v.

HOLLAND ET ALS.

Report of
Special Commissioners.

JOHN N. SEBRELL, JR.
ATTORNEY AND COUNSELLOR AT LAW
SEABOARD BANK BUILDING
NORFOLK, VIRGINIA

No.

Know all Men by These Presents: That we R. H. Rawles, Hugh L. Holland and John N. Sebrell, Jr., principals,

and The United States Fidelity and Guaranty Company, surety,

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

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

In TESTIMONY WHEREOF, the said R. H. Rawles, Hugh L. Holland and John N. Sebrell, principals, Junior, have hereunto set their hands and seals, and the said The United States Fidelity and Guaranty Company, surety, by Wm. G. Elam, its duly authorized

agent and attorney in fact, has caused its corporate name and seal to be hereunto affixed, the said seal to be attested by the signature of the said Wm. G. Elam, its said agent and attorney

in fact, this, the 7th. day of April A. D. 1914.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound R. H. Rawles, Hugh L. Holland, and John N. Sebrell, Jr., who have been, by a decree entered by the Judge of the Circuit Court of the County of Isle of Wight, in vacation, on the 3rd. day of April, 1914, in the suit of Bradshaw et als. vs. Holland, et als.

shall faithfully discharge the duties of his office or trust as such Special Commissioners, under that, or any future decree entered in said cause. then the above obligation to be void, or else to remain in full force and virtue.

Hugh L. Holland, (SEAL) Jno. N. Sebrell, Jr., [SEAL]

R. H. Rawles, (SEAL) The United States Fidelity and Guaranty Company,

By Wm. G. Elam,

(SEAL)

Its duly authorized agent and attorney in fact.

Attest: W. G. Elam,

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 7th. day of April 1914, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

A. S. Johnson Clerk.

A copy, Teste, A. S. Johnson, Clerk.

Bradshaw et al
 v { Chancery 117
 Duck et al

Copy of Bond of Spe
 Cents

Filed

In the Clerk's Office of the
 CIRCUIT COURT,
 OF THE

COUNTY OF ISLE OF WIGHT

this 7 day of April 1914

Test *R. J. Harris* Clerk

Exhibit "A."

An abstract of land in Isle of Wight County, and State of Virginia, charged on the Land Books to the estate of Joseph H. Duck.

A. R. Butler and wife, by their deed bearing date December 7th. 1867, and of record in the Clerk's Office of the County of Isle of Wight in Deed Book No. 41, page 103, conveyed to Joseph H. Duck:

"A certain piece or parcel of land lying and being in the aforesaid County of Isle of Wight, and bounded as follows: On N.E. by the lands of Wm. & John Beal, S.E. by the lands of Sarah Beal, S.W. by John M. Ballard, West by the Beaver Dam Swamp, North by the County road and Church lot, containing one hundred and thirty seven acres by recent survey."

The survey here mentioned is not of record with the deed, and also it will be noted that the tract of land was listed on the land book in 1869 as 137½ acres.

At the April Rules, 1866, of the Circuit Court of the County of Isle of Wight, Joseph H. Duck, Martha A. Barnes and James Barnes, her husband, filed their Bill in Chancery, and in which Irvin W. Duck and Nancy B. Duck were made parties defendant, praying for partition of the lands of Jacob H. Duck. The said Joseph H. Duck, Martha A. Barnes and Irvin W. Duck appears as the children of the late Jacob H. Duck, and Nancy B. Duck as widow. During the conduct of this suit an agreement was reached between the parties as to the partition of the said lands, and under said agreement, which was confirmed by the Court, Joseph H. Duck took the "Home Place" (subject to the dower of Nancy B. Duck already assigned her by Commissioners), which is described in said agreement as:

"containing about 400 acres, lying adjacent to the lands of Geo. W. Council, Alfred R. Butler, the "Carr Place" and the "Bradshaw & Corbitt" or "Fowler & Bradshaw Tract". It will be noted that this "Home Place" is, and has been, for many years, charged on the Land Books as 298 acres.

Joel P. Holland, by his deed bearing date October 6th. 1873, and of record in the said Clerk's Office in D.B. No. 43, page 58, conveyed to William B. Hatfield his one fifth interest in four hundred acres of land of which John Carr died seized and possessed.

William B. Hatfield, in turn, conveyed the same land to James M. Vaughan, in trust to secure to Jacob H. Duck the payment of a certain sum of money. It appears that default was made in the payment of the debt, and that James M. Vaughan, as trustee, sold the land at which sale Joseph H. Duck was the purchaser.

James M. Vaughan, trustee, by his deed bearing date October 20th. 1874, and of record in the said Clerk's Office in Deed Book No. 43, page 350, conveyed the one fifth interest in the John Carr land, mentioned above, to Joseph H. Duck.

This tract of land came on the land book in 1876, charged to Joseph H. Duck as eighty acres. No partition of the lands of John Carr appears of record and it is presumed that the parties made partition thereof between and among themselves.

Joseph H. Duck, by his deed bearing date December 5th. 1874, and of record in D.B. No. 43, page 377, conveyed to the Trustees of Beaver Dam Baptist Church:

"A small piece of land containing by estimation three quarters of an acre, be the same more or less, lying on the South Front of said church grounds, and between said grounds and the County road, and construed to embrace all the land of the said Joseph H. Duck lying South

of said Church Grounds and the County road."

Joseph H. Duck, by his deed bearing date December 23rd. 1879, and of record in the said Clerk's Office in D.B. No. 45, page 303, conveyed to James Council:

"All right, title and interest, with all its appurtenances, in a certain tract or parcel of land lying in the County of Isle of Wight and State of Virginia, and containing fifty acres, more or less, and bounded on the North by the County Road, on the East by Wm. O. Daughtrey, on the South by Axum Beale, deceased, on the West by John M. Holland, deceased."

On the Land Book for 1879 the 137 $\frac{1}{2}$ acre tract is reduced to 26 acres, and it appears from this that the tract conveyed to Council, last above mentioned, was a part of this tract.

John R. Clements and wife, by their deed bearing date on the 25th. day of July, 1879, and of record in the said Clerk's Office in D.B. No. 45, page 95, conveyed to Jos H. Duck:

"A certain piece or parcel of land containing six acres, being same land on which Isaac Jones now resides, and bounded as follows: Commencing at a hewn pine post, where the old original marked oak once stood, on the road leading from Blackwater to Windsor between John M. Gay and the said John R. Clements, running Southeasterly, a line of marked trees to a black gum, thence a Northerly course by a line of marked trees to a chopped pine on the aforesaid road; thence up said road to the starting point."

This tract of land is not adjoining the other lands heretofore described, being many miles away, and is not now a part of the land charged on the land book to the estate of Jos. H. Duck, as it has been conveyed by Joseph H. Duck to Isaac Jones as will be hereafter noted.

Joseph H. Duck, by his deed bearing date February 20th. 1883, and of record in D.B. No. 47, page 49, conveyed to E. D. Daughtrey:

"All his right, title and interest in a certain piece of land lying at Beaver Dam Church, in the County of Isle of Wight and State of Virginia, and bounded as follows: On the East by the lands of William T. Daughtrey, on the North by Beaver Dam Swamp, on the West by said swamp and Gravel Branch, and on the South by the lands of James Council. And containing, by estimation, one hundred acres, more or less."

This deed does not state from which tract of land this conveyance was made, though the Land Book of 1884 notes it as going from the "Home Tract".

Joseph H. Duck, by his deed bearing date October 19th. 1885, and of record in the said Clerk's Office in D.B. No. 49, page 345, conveyed to I. W. Duck and J. J. Duck:

"All of my land in the County of Isle of Wight the place whereon I live and all the lands adjoining the same, containing by estimation six hundred acres more or less, also a piece of land on Black Water called John Carr land of one hundred and fifty acres, a piece of land near Windsor of six acres to them and their heirs forever, together with all my personal estate".

In this deed it appears that every piece of property of every kind, character and description owned by Jos. H. Duck is conveyed. It will be noted that the acreage mentioned herein is far in excess of the acreage mentioned on the records heretofore, and it is presumed that the estimated acreage is very deficient.

On the Land Book of 1886, the four tracts here mentioned are all transferred to I. W. & J. J. Duck.

I. J. Duck and wife, and Irvin W. Duck, by their deed bearing date on the 20th. day of August, 1889, and of record in the said Clerk's Office in D.B. No. 54, page 231, conveyed to Joseph H. Duck:

"The land known as the John Carr tract on Blackwater River containing one hundred and thirty four acres, more or less, bounded North by the lands of Thomas I. Carr, East by the land of Joseph English, West by the land of Mary Esther Carr, and Blackwater River, South by the land of Solomon Carr."

On the 10th. day of July, 1900, Jos. H. Duck and I. W. Duck executed a deed of exchange, which is of record in the said Clerk's Office in D.B. No. 65, page 529, and in which Jos. H. Duck conveyed to I. W. Duck the following tract of land:

"containing 150 acres more or less, and which adjoins the lands of Robert Bland, J. E. T. Joyner and others, and adjoins Blackwater River, known as the "John Carr place".

I. W. Duck conveys to Jos. H. Duck:

"tract of land situate in said Isle of Wight County in the State of Virginia, containing 200 acres, more or less, and which is bounded by the County road leading from Suffolk to Courtland, on the North, on the East by the lands of John Presson and wife, colored, Joe Mitchell, colored, Sterling Jones, colored, Bob. Chapman, colored, and Henry Pruden, on the South by Henry Pruden and by the Home Place, on which said Jos. H. Duck now lives, and on the West by the County leading from Smithfield to South Quay Church, it being a part of the "Elijah Place", and all of the lands of I. W. Duck on the South side of said County road leading from Suffolk to Courtland."

Irvin W. Duck, by his deed bearing date July 9th. 1900, and of rec-

ord in the said Clerk's Office in D.B. No. 65, page 531, conveyed to Jos. H. Duck all of his interest in the land and chattel property conveyed to the said I. W. Duck and J. J. Duck by deed bearing date Oct. 19th. 1885 and of record in D.B. No. 49, page 345, above referred to.

Mollie A. Lawrence and T. Livy Lawrence, her husband, and Etta Lillian Lawrence and John L. Lawrence, her husband, by their deed bearing date May 5th. 1903, and of record in the said Clerk's Office in D.B. No. 68, page 282, conveyed to Joseph H. Duck:

"all their right, title and interest in and to all the property of every kind and description included and embraced in a certain deed from the said Jos H. Duck to I. W. Duck and J. J. Duck, which deed is duly recorded in the Clerk's Office of the County Court of Isle of Wight County in D.B. No. 49, beginning at page 345,"

Joseph H. Duck, by his deed bearing date December 24th. 1900, and of record in D.B. No. 68, page 187, conveyed to B. P. Gay:

"All that certain tract of land whereon Isaac Jones, colored, now lives, situate in Windsor Magisterial District in the County of Isle of Wight and State of Virginia, containing six acres, more or less, and which is bounded on the North by the County road leading from Windsor to Blackwater Bridge, and on the other side by the lands of the said Benj. P. Gay."

NOTE: It does not appear that the interest of all the heirs of J. J. Duck in this tract of land last above mentioned has been vested in Jos. H. Duck, and, therefore, B. P. Gay does not appear to have good title through this deed.

Joseph H. Duck, B. P. Gay and wife, by their deed bearing date February 4th. 1902, and of record in the said Clerk's Office in D.B. No. 68, page 357, conveyed to Isaac Jones the tract of land last above mentioned.

NOTE: Issa Jones does not take the interest of J. J. Duck's heirs in this tract, save that of Mollie A. and Etta Lullian Lawrence.

Joseph H. Dyck, by his deed bearing date October 11th. 1905, and of record in the said Clerk's Office in D.B. No. 73, page 174, conveyed to Davy Daughtrey, colored:

"All that parcel of land situate in Windsor Magisterial District in the County of Isle of Wight in the State of Virginia, containing fourteen acres, more or less, and which adjoins the lands of John Pressy on the North, Sterling Halliday on the South, Joseph Mitchell on the East and on the West by the lands of J. H. Duck, the grantor, along a line of made by chopped trees when measured or surveyed."

NOTE: From the lay of this land it appears that same should come of the "Elijah Place".

This deed made this 19th. day Octr. 1885, between Jos. H. Duck of the first part and I. W. Duck and J. J. Duck of the second part, all of the County of Isle of Wight, State Virginia, Witnesseth: that in consideration of the sum of Six thousand five hundred and Sixty five dollars paid in hand to Jos. H. Duck by I. W. Duck & J. J. Duck the said Jos. H. Duck doth grant bargain & sell to I. W. Duck & J. J. Duck, all of my land in the County of Isle of Wight the place whereon I live and all the lands adjoining the same, containing by estimation Six hundred acres more or less, also a piece of land on Blackwater called John Carr land of One hundred and fifty acres, a piece land near Windsor of six acres to them and their heirs forever together with all of my personal and chattel estate, Horses, Mules, Cattle, Hogs, sheep & crops of all kinds growing or housed or interest in any therein or any on said lands which I have sold, also all of my household and kitchen furniture to the same parties, and I also sell and bargain to the aforesaid I. W. Duck & J. J. Duck one saw mill and all its fixtures with two pairs of mules, two yokes oxen and all bogies, cars attached to it, with wagons and carts belonging to same, also forty thousand feet of No. 1 quality of pine weather boarding timber to be delivered ay Zuni Station on cars by A. L. Nelms and subject to inspection all of this mill and property attached to it is in the County of Southampton in the use of A. L. Nelms which shall be delivered when called for by the parties. And the said Jos. H. Duck do covenant with and warrant generally all right, title and interest to the aforesaid property both real and personal to all the aforesaid property and chattel also to I. W. Duck & J. J. Duck and their heirs forever. Given under our hands and seals the day and date above written.

Witnesses:

Joseph H. Duck, (SEAL)

Mills, Britt.

V. W. Stephenson.

In the Clerk's Office of the County Court of Isle of Wight County, the 19th. day of October 1885, This Deed from Joseph H. Duck to I. W. Duck and J. J. Duck, was proved by the oaths of Mills Britt and V. W. Stephenson the subscribing witnesses thereto, and admitted to record.

Teste, N. P. Young, Clk.

A copy,

Teste, _____ Clerk.

D. B. 49, page 345.

Whereas Jos. H. Duck, by his deed dated on the 19th. day of October, 1885, and duly recorded in the Clerk's Office of the County Court of Isle of Wight County, in Deed Book No. 49, page 345, on the said 19th. day of October, 1885, did grant and convey to his brother I. W. Duck and his nephew, J. J. Duck, certain real and personal property in the said deed named, described and included, reference to which deed is hereby made for a better description of the property conveyed.

And whereas in fact and in truth no consideration passed from I. W. Duck to said Jos. H. Duck except natural love and affection and that so far as said I. W. Duck was, or is concerned the said deed was, and is a Deed of Gift.

And whereas the said J. J. Duck has departed this life, and some complications have arisen, the said Jos. H. Duck wishes to have the said I. W. Duck reconvey to him the property, the interest, right or title in and to the property which the said Jos. H. Duck conveyed to the said I. W. Duck.

Now Therefore, this deed made this 9th. day of July, 1900, between I. W. Duck, party of the first part, and Jos. H. Duck, party of the second part: both of the County of Isle of Wight, and State of Virginia:

Witnesseth: That for and in consideration of natural love and affection which the said I. W. Duck bears to his brother Jos. H. Duck, and in consideration of five (5) dollars cash in hand paid, the receipt whereof is hereby acknowledged, the said I. W. Duck doth grant, bargain, sell and reconvey unto the said Jos. H. Duck all of the property to him conveyed by the said Jos. H. Duck by the Deed first above mentioned, with the following reservations, namely; that if any of the property therein conveyed has heretofore been conveyed sold or returned to the said Jos. H. Duck, or if any of the personal property has never been in the actual pos-

session of the said I. W. Duck, then it is not intended that the same shall be hereby granted or sold, but by this deed it is meant to grant, bargain, sell and give to the said Jos. H. Duck all the property of every kind and description now remaining in kind and in possession of the said Joseph H. Duck or I. W. Duck, which he, the said Joseph H. Duck granted, bargained and sold the deed first above mentioned to the said I. W. Duck. It is hereby expressly understood that the said I. W. Duck cannot and does not undertake to grant sell, give or reconvey to the said Joseph H. Duck any property or any right in and to any of the property which he,, the said Joseph H. Duck by the deed aforesaid sold, gave or conveyed to the said J. J. Duck.

The said E. W. Duck warrants the title to the property hereby conveyed against the claims of himself and those claiming under him.

Witness the following signature and seal.

Witness

I. W. Duck, (SEAL)

J. M. Ballard

State of Virginia,

County of Isle of Wight

I, Wm. S. Holland a Commissioner in Chancery of the Circuit Court in and for the said County of Isle of Wight in the said State of Virginia, do certify that I. W. Duck, whose name is signed to the foregoing writing, bearing date July 9th. 1900, has signed and acknowledged the same before me in my County aforesaid.

Given under my hand this 10th. day of July, 1900.

Wm. S. Holland
Commissioner in Chancery of the Circuit
Court Isle of Wight County Virginia.

In the Clerk's Office of Isle of Wight County Court 13th. day of
July 1900 this deed was received and with the certificate annexed
admitted to record.

Teste, N. F. Young C. C.

By J. R. Latimer, D. C.

A copy,

Teste, _____ Clerk.

D. B. 65, page 531.

THIS DEED, made this 5th. day of May, 1903, between Mollie A. Lawrence, who was Duck, and T. Livy Lawrence, her husband, Etta Lulian Lawrence, who was Duck and Jno. L. Lawrence, her husband, parties of the first part, and Jos. J. Duck, party of the second part.

WITNESSETH; That in consideration of one thousand (1000) dollars cash in hand paid, five hundred (500) dollars Mary A. Lawrence, and five hundred (500) dollars to Etta Lulian Lawrence, the receipt whereof is hereby acknowledged, the said parties of the first part do grant with General Warranty unto the said Jos. H. Duck, the following property, to-wit: all their right, title and interest in and to all the property of every kind and description included and embraced in a certain deed from the said Jos. H. Duck to I. W. Duck and J. J. Duck, which deed is duly recorded in the Clerk's Office of the County Court of Isle of Wight County in D. B. No. 49, beginning at page 345, reference to which deed is hereby made for a description of the property therein conveyed. Some of the property included in this deed is as follows:

"All my land (meaning the land of the said Jos. H. Duck) in the County of Isle of Wight and State of Virginia the place where I (meaning Jos. H. Duck) now live, and all the land adjoining the same, containing by estimation six hundred acres, more or less, a piece of land on Blackwater called Jno. Carr land, of one hundred and fifty acres, to them (meaning to the said I. W. Duck and J. J. Duck) and their heirs forever.

In the said deed, certain personal property is mentioned and is intended to be herein included, the said property was and is situate in the County of Isle of Wight and State of Virginia.

The said Mary A Lawrence and Etta Lulian Lawrence are

two of the four children of the said J. J. Duck who died intestate, leaving the said Mary A. Lawrence, Etta Lulian Lawrence, Mamie I. Duck and Annie M. Duck as his only heirs at law. The interest of the said J. J. Duck was one half as by the said deed conveyed, and the interest of the said parties of the first part in the said property is one half of one half, or one fourth of the whole.

And the said parties of the first part covenant that they have the right to convey the said interest in the said property to the said grantee; that they have done no act to encumber the same, and that he shall have quiet possession thereof, free from all encumbrances, and that they, the said parties of the first part will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

Mollie A. Lawrence, (SEAL)

T. Livy Lawrence, (SEAL)

Etta Lulian Lawrence, (SEAL)

John L. Lawrence, (SEAL)

State of Virginia,

County of Isle of Wight, to-wit:

I, M. E. W. Crumpler, a Notary Public for the County of Isle of Wight and State of Virginia, do certify that Mollie A. Lawrence, T. Livy Lawrence, Etta Lulian Lawrence and Jno. L. Lawrence whose names are signed to the foregoing writing bearing date on the 5th. day of May, 1903, have acknowledged the same before me in my county aforesaid.

Given under my hand this 11th. day of May, 1903.

M. E. W. Crumpler, N. P.
My commission expires Nov. 29th. 1906.

In the Clerk's Office of Isle of Wight County Court this 12th.
day of May, 1903, at one o'clock P. M. this deed was received
and with the certificate annexed, admitted to record.

Teste, N. F. Young, Clerk.

By Albert S. Johnson, Deputy.

A copy,

Teste, _____ Clerk.

D. B. 68, page 282

In the Circuit Court of Isle of Wight County.

Bradshaw et als.

VS Order.

Holland et als.

It appearing to the Court that T. Livy Lawrence,
one of the defendants therein, is an insane person,
on motion of J. Peter Holland, the court doth appoint
John K. Hutton, a discreet and competent attorney-at-law,
as guardian ad litem to such insane defendant.

Bradshaw et als.

Vs. § 117

Holland et als.

Order appoint guardian ad litem.

1914

Dec. 10

Enter this.

B.D.W.

CB 7 Page 271

In the Circuit Court of Isle of Wight County

Prattland et als.

vs. $\frac{3}{5}$ In Chancery.

Holland et als.

This cause came on this day to be again heard upon the papers formerly read and upon the report of Hugh L. Holland, Special Commissioner, the day filed, and without confirming said report, the Court doth remove this cause from the docket.

Marshall et al

vs. 3 Meeky
Holland et al
#117

Dennis

1433.

May 30

Enter this
P.D.W.

Chan. O. Book #9

Page 104

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

Bradshaw et als-----

vs: # 117

Holland et als-----

It appearing that by the decree entered herein on
the 30th day of March, 1921, that John N.
Sebrell and Hugh L. Holland, Special Commissioner
herein was directed to report his proceedings in this cause;
and it further appearing that no report has been filed as
directed,

IT IS THEREFORE ORDERED that the said John M.
Sebrell and Hugh L. Holland, Special Commissioner be summon-
ed to appear before this Court at half past ten o'clock A. M.
on Tuesday, ^{may 30} ~~April 25~~, 1933, to show cause, if any he can, why
he should not be proceeded against for his failure to report
his proceedings as required by said decree.

Bradshaw & als

" # 117

Bradshaw & als

C. O. B. # 9

Page 72

✓

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

BRADSHAW AND OTHERS,

v.

HOLLAND AND OTHERS.

This day this cause came on to be heard on the papers formerly read, and was argued by counsel.

It appearing to the court that there is a small balance in the National Bank of Suffolk, Virginia, to the credit of this cause, which was an unpaid balance due J. Peter Holland, and which was retained to be applied in part to the re-payment of the rent collected by said J. Peter Holland, the court doth adjudge, order and decree that John W. Sebrell, Jr., and Hugh L. Holland, Special Commissioners, withdraw from the National Bank of Suffolk the balance remaining in said bank to their credit in this cause, and after the payment of any costs which may remain unpaid, they shall distribute the balance pro rata among Irene A. Duck; J. Clinton Bradshaw and Irene A. Duck, assignees and grantees of Mollie A. Lawrence; E. Julian Bradshaw; Mamie I. Bradshaw; and Annie Maud Clements, in proportion to the amount decreed to be paid them respectively by said J. Peter Holland by decree entered in this cause on the 30th day of April, 1917. And said Special Commissioners shall return their proceedings hereunder by the next term of Court.

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

BRADSHAW AND OTHERS,

v.

HOLLAND AND OTHERS.

DECREE.

Enter this: Mar. 30 1921.

R. W.

Judge.

*Ch. O. Book 8
Page 57.*

JOHN N. SEBRELL, JR.
ATTORNEY AND COUNSELLOR AT LAW
SEABOARD BANK BUILDING
NORFOLK, VIRGINIA

VIRGINIA:

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

BRADSHAW ET ALS.

v.

HOLLAND ET ALS.

This day this cause came on to be heard on the papers formerly read, and on the report of A. S. Johnson, Commissioner in Chancery, filed on the 14th day of August, 1916, and on the exceptions filed thereto by J. Peter Holland, and also the exceptions of complainants, and was argued by counsel.

On consideration whereof, it appearing that John M. Ballard now has in his hands as rent due for 1913 from the Elijah Place, the sum of \$97.00, and that J. Peter Holland has received as rent for the Elijah Place for the year 1912 the sum of \$93.00, and as rent from the Home Place for the years 1912 and 1913 the sum of \$800.00, making a total collected by him of \$893.00, of which amount \$493.00 was collected on the 22d day of January, 1913, and the balance of \$400.00 was collected on the first day of January, 1914; and it further appearing that J. Peter Holland has furnished fencing wire to the amount of \$15.00, and that he has rendered service in attending to the rental and collecting the rent from said Home Place, the Court doth adjudge, order and decree that R. H. Rawles; Hugh L. Holland and John N. Sebrell, Jr., Special Commissioners in this cause, collect from John M. Ballard the amount which he has in his hands as rent for the said Elijah Place, and after collecting same will distribute it as follows: To J. Peter Holland two-thirds; to the assignees of Mollie A. Lawrence one-twelfth; to E. Lulian Bradshaw one-twelfth; to Mamie I. Bradshaw one-twelfth; and to Annie Maud Clements one-twelfth.

The Court doth further adjudge, order and decree that J. Peter Holland be allowed \$15.00 amount expended by him for wire and the sum of \$80.00 as compensation for his services in attending to the rental of the said Home Place during the years 1912 and 1913, and collecting the rent therefor, being 10% of the amount collected, making a total of \$95.00 to be deducted from the amount of rent collected by him and now in his hands. Out of said balance, the Court doth further adjudge, order and decree that the said J. Peter Holland pay to Irene A. Duck the sum of \$105.80, with interest of \$52.90, part thereof, from the 22d day of January, 1913, till paid, and on \$52.90, residue thereof, from the first day of January, 1914, till paid; that the said J. Peter Holland shall pay to Irene A. Duck and J. Clinton Bradshaw, assignees and grantees of Mollie A. Lawrence, the sum of \$45.20, with interest on \$26.47, parcel thereof, from the 22d day of January, 1913, till paid, and on \$18.73, residue thereof, from the first day of January, 1914, till paid; that J. Peter Holland pay to E. Lulian Bradshaw the sum of \$45.20, with interest on \$26.47, parcel thereof, from the 22d day of January, 1913, till paid, and on \$18.73, residue thereof, from the first day of January, 1914, till paid; that J. Peter Holland pay to Mamie I. Bradshaw the sum of \$120.10, with interest on \$63.92, parcel thereof, from the 22d day of January, 1913, till paid, and on \$56.18, residue thereof, from the first day of January, 1914, till paid; that J. Peter Holland pay to Annie Maud Clements the sum of \$120.10, with interest on \$63.92, parcel thereof, from the 22d day of January, 1913, till paid, and on \$56.18, residue thereof, from the first day of January, 1914. x

And the said Commissioners will report their proceedings ^{here} under to Court.

21.
VIRGINIA: IN THE CIRCUIT
COURT OF ISLE OF WIGHT
COUNTY.

BRADSHAW ET ALS.,

v.

HOLLAND ET ALS.

DECREE.

1917
~~Apr 30~~
Enter this: *3 Dec.*

COB 7 / 412

JOHN N. SEBRELL, JR.
ATTORNEY AND COUNSELLOR AT LAW
SEABOARD BANK BUILDING
NORFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

BRADSHAW,

v.

HOLLAND AND OTHERS.

This day this cause came on to be further heard on the report of John N. Sebrell, Jr. and R. H. Rawles, two of the Special Commissioners in this cause, this day filed by leave of court, and a separate report of Hugh L. Holland, the other Special Commissioner in this cause, this day also filed by leave of court, to which reports no exceptions have been filed.

On consideration whereof, the court doth confirm the said reports insofar as they show the receipts and disbursements, and the execution of the deed to J. Peter Holland as purchaser of the property sold under this suit.

The court, being of opinion that the purchaser, J. Peter Holland, should pay interest from the date of sale according to the terms thereof, doth adjudge, order and decree that the said Special Commissioners shall retain the amount collected by them from said Holland as interest on the purchase price, and that they will proceed to distribute the same, together with balance in their hands in this suit, to the parties entitled thereto in the proportions as shown by the report of Commissioners making former distribution in this cause, after first paying all taxes and costs which may be a charge upon the funds coming under the control of the court in this cause, and after paying to J. Peter Holland the sum of \$43.00, amount paid by him on account of revenue stamps affixed to deed from Special Commissioners to him.

The court doth further adjudge, order and decree that the dower interest of Irene A. Duck shall be calculated as of the age of _____ years, and ~~that~~ *that* ~~the~~ *the* ~~same~~ *same* ~~be~~ *be* ~~paid~~ *paid* ~~to~~ *to* ~~her~~ *her* ~~as~~ *as* ~~per~~ *per* ~~the~~ *the* ~~will~~ *will* ~~of~~ *of* ~~the~~ *the* ~~court~~ *the* ~~in~~ *in* ~~this~~ *this* ~~cause~~ *cause*

It being suggested in the report of John N. Sebrell, Jr. and R. H. Rawles, Special Commissioners, that some of the parties to this suit have received rents for the premises involved in this suit since the commencement of the suit, and before the confirmation of the sale thereof, the court doth further adjudge, order and decree that it be referred to one of the commissioners of this court to ascertain and report what amount of rent, if any, has been collected or received by any of the parties to this suit from the property which is and was the subject matter of this suit, at any time after the institution thereof and before the confirmation of the sale of the property to J. P. Holland, and also an account of any other rents or profits received from the said property by any person during said period of time.

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

BRADSHAW,

v.

HOLLAND AND OTHERS.

DECREE.

*I have seen
this
H. Holland*

JOHN N. SEBRELL, JR.
ATTORNEY AND COUNSELLOR AT LAW
SEABOARD BANK BUILDING
NORFOLK, VIRGINIA

117
VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

BRADSHAW,

v.

HOLLAND AND OTHERS.

This day this cause came on to be further heard on the report of John N. Sebrell, Jr., R. H. Rawles, and Hugh L. Holland, Special Commissioners in this cause, this day filed by leave of court, to which report no exceptions have been filed, which said report shows that the said Commissioners have collected from J. Peter Holland the total sum of \$20,857.90, of which \$20,104.00 is the original purchase price of the said property and \$753.90 is interest thereon from the 5th day of May, 1914, (the date of sale) until the 20th day of December, 1914, the date of payment; ~~that the defendant J. Peter Holland, who was the purchaser of the said property, objected to the payment of the interest between the date of sale and the time of payment;~~ that said Commissioners have paid the costs of this suit and sale and the taxes upon the property, amounting in the total to \$3229.65, each item thereof being supported by proper voucher, in which was included the payment of the taxes for the entire year of 1914, of which \$78.18 should have been paid by J. Peter Holland, being the proportionate part from May 5th to the end of the year; that in the distribution of the purchase price after the payment of the costs, ~~etc.~~, the interest collected was reserved until this court could direct its payment, and showing a distribution of the balance of the fund except such interest; that the dower interest of Irene A. Duck was calculated ^{at the age of 64, being her age} ~~at the time of~~ the taking of the depositions, ~~and that one of the defendants contended that it should be calculated at the age of 66, the time of~~

~~the distribution, in consequence of which~~ ^{that} the said Irene A. Duck was paid the sum of \$951.20, the balance being reserved for future adjustment according to direction of this court; that in collecting from said purchaser they allowed him credit for his supposed interest therein, which allowance was \$141.11 in excess of his share, exclusive of interest; that there is now a balance in the National Bank of Suffolk to the credit of the Commissioners in this cause the sum of \$569.97; the receipts of all the parties for amounts paid out under said report being filed with said report: ~~That upon receipt~~ ^{that} of the purchase price ^a deed was executed to J. Peter Holland conveying said property, with special warranty of title, but that the said J. Peter Holland at his own expense affixed the necessary U. S. Government revenue stamps amounting to \$43.00, which he claims should be paid out of the funds: ~~That~~ ^{that said} Commissioners were advised that some of the parties to the proceedings had collected rent from the premises during the pendency of this suit, which rent has not been accounted for.

On consideration whereof, the court doth confirm the said report insofar as it shows the receipts and disbursements thus far made, ~~and the execution of deed to the purchaser.~~ ^{And} The court being of opinion that the purchaser, J. Peter Holland, should pay interest from the date of sale according to the terms thereof, doth adjudge, order and decree that the said Special Commissioners shall retain the amount collected by them from said Holland as interest on the purchase price, and that they will proceed to distribute the same, together with ^{the} balance in their hands ~~in this suit~~, to the parties entitled thereto in the proportions as shown by the report of ^{the} Commissioners making ^{the} former distribution in this cause, after first paying all taxes and costs which may be a charge upon the funds coming under the control of the court in this cause, and after paying to J. Peter Holland the sum of \$43.00, ^{the} amount paid by him on account of revenue stamps affixed to ~~the~~ deed from Special Commissioners to him. The court doth further

adjudge, order and decree that the dower interest of Irene A. Duck shall be calculated as of the age of 64 years, and payment made to her accordingly.

It being suggested in the report of ~~John N. Sebrell, Jr., R. H. Rawles and Hugh L. Holland,~~ ^{Said} Special Commissioners, that some of the parties to this suit have received rents for the premises involved in this suit since the commencement of the suit, and before the confirmation of the sale thereof, the court doth further adjudge, order and decree that ^{the parties in this cause} ~~it~~ be referred to one of the commissioners of this court, to ascertain and report what amount of rent, if any, ^{which} has been collected or received by any of the parties to this suit from the property ~~which is and was the subject matter of this suit,~~ at any time after the institution thereof, and before the confirmation of the sale of the property to J. P. Holland, and also an account of any other rents or profits received from the said property by any person during said period of time.

19.

Bradshaw
to 3/11/4
Holland, etc.

Trever
1915.

Jan. 4,

Enter this.

B.D.W.

We have seen

this decree

H. W. Mallory,
R. W. Mearns,

6013 7/31/16

In the Circuit Court of Isle of Wight County.

Bradshaw et als.

VS.

Holland et als.

This cause came on this day to be ^{again} heard in the papers formerly read, on the petition of J. Peter Holland, filed by leave of court and on the answer of John K. Hutton, guardian ad litem of T. Livy Lawrence, and was argued by counsel.

On consideration whereof, it appearing to the court that John K. Hutton has been duly appointed guardian ad litem of T. Livy Lawrence an insane defendant, who was

And after he had been cleared with finesse while comports mentis,
committed to an insane asylum after the institution of this suit and who is the husband of Molly A. Lawrence,

and it further appearing to the court that Molly A. Lawrence sold her interest in the real estate in the bill and proceedings mentioned and conveyed same by Deed dated January 25th., 1913, to Irene a Duck and J. Clinton Bradshaw, and it further appearing to the Court that this is a partition suit for the sale of certain real estate in which Molly A. Lawrence had a certain interest ^{that} in she inherited from Joseph H. Duck, deceased, and that T. Livy Lawrence is her husband, it is ~~hereby~~ adjudged, ordered and decreed that the said T. Livy Lawrence has no interest whatever in the real estate in the bill and proceedings mentioned or in the proceeds arising from the sale thereof.

Bradshaw et als.

Vs. 5117

Holland et als.

DECREE.

1414

Dec. 10.

Enter his.

P. B. D. W.

6012 7 page 273

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

MAMIE I. BRADSHAW ET ALS,

v.

J. PETER HOLLAND ET ALS.

This day this cause came on to be further heard on the papers formerly read and on the report of Special Commissioners R. H. Rawles, John N. Sebrell, Jr., and Hugh L. Holland, this day filed by leave of court, to which report there is no exception, and was argued by counsel.

On consideration whereof, the court doth confirm the said report, and it appearing that the bid of Four Thousand and ninety-nine (\$4099.00) dollars for the Elijah Place, including timber, and the bid of Sixteen Thousand and Five (\$16,005.00) dollars for the Home Place, including timber, both of said bids being made by J. Peter Holland, are fair values for the said properties, the court doth adjudge, order and decree that the same be confirmed.

The court doth further adjudge, order and decree that the said Special Commissioners, R. H. Rawles, John N. Sebrell, Jr., and Hugh L. Holland, collect from the said J. Peter Holland one-third ($1/3$) of the purchase price of each of said tracts in cash, and to receive from said J. Peter Holland bonds for the remainder of the purchase price payable in one and two years, in equal installments, said bonds to bear interest from the 5th day of May, 1914, at the rate of six per centum (6%) per annum, and to be made payable to said Special Commissioners, subject to the orders of the court in this cause.

And the court doth further adjudge, order and decree that upon

receipt of one-third ($1/3$) in cash and the execution and delivery of the bonds as hereinbefore provided, the said Special Commissioners shall execute to the said J. Peter Holland a deed, with special warranty of title, conveying the said property, reserving a lien thereon, including the timber, until the full purchase price is paid.

The court doth further adjudge, order and decree that out of the one-third cash to be paid the said Special Commissioners as hereinbefore directed, the said Special Commissioners will pay,

1st. The costs of this suit, the costs of sale of said property, including the commission of the Commissioners, auctioneer's fees, advertising, deeds to purchaser, and such other expense as was properly incurred by said Commissioners in the execution of the decree of sale, and a fee of Five hundred (\$500.00) dollars to John N. Sebrell, Jr., counsel for the plaintiffs, and a like fee of Five Hundred (\$500.00) dollars to R. H. Rawles and Hugh L. Holland, counsel for the defendants, for services performed in this suit.

2d. All taxes due and owing upon said property up to the 5th day of May, 1914.

The funds coming into the hands of the Commissioners from the Elijah Place and Home Place shall be kept separate and distinct, and one-fifth ($1/5$) of the amounts hereinbefore decreed to be paid shall be paid from the fund derived from the Elijah Place, and four-fifths ($4/5$) from the fund derived from the Home Place. Out of the balance remaining out of the fund coming from the Elijah Place, the said Commissioners will pay two-thirds ($2/3$) to J. Peter Holland, and one-twelfth ($1/12$) to Mamie I. Bradshaw, one-twelfth ($1/12$) to E. Lillian Bradshaw, one-twelfth ($1/12$) to Annie Maud Clements, and one-twelfth ($1/12$) to assignees and grantees of Mollie A. Lawrence; and out of the amount remaining from the funds collected from the Home Place, the said Commissioners will pay to Irene A. Duck such amount as shall be due her as the widow of J. J. Duck, whose interest was one-half ($1/2$) thereof, ~~as computed~~ ^{to be computed as is} by the statute in such case made and provided;

and of the balance remaining of the funds from the Home Place, after the payment of said dower, the said Commissioners will pay ~~one-half~~ $(\frac{1}{2})$ to J. Peter Holland, ~~three-sixteenths~~ $(\frac{3}{16})$ to Mamie I. Bradshaw, ~~three-sixteenths~~ $(\frac{3}{16})$ to Annie Maud Clements, ~~one-sixteenth~~ $(\frac{1}{16})$ to E. Lillian Bradshaw, and ~~one-sixteenth~~ $(\frac{1}{16})$ to the assignees of ~~William A. Lawrence.~~ *the same according to the interest to the parties as shown in report of Comm. A. S. Johnson, filed on the 6th day of Sept 1912*

The said Commissioners will take receipts of the parties and return the same, together with their report, to court.

17.
VIRGINIA: IN THE CIRCUIT
COURT OF ISLE OF WIGHT CO.

MAMIE I. BRADSHAW ET ALS,

v.

J. PETER HOLLAND ET ALS.

Decree.

Enter this: June 16 1914

B. D. C.

6037 p 236

JOHN N. SEBRELL, JR.
ATTORNEY AND COUNSELLOR AT LAW
SEABOARD BANK BUILDING
NORFOLK, VIRGINIA

VIRGINIA:

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

In Vacation the 3rd day of April 1914

E. LULIAN BRADSHAW, ET ALS,)

vs.)

J. PETER HOLLAND, ET ALS.)

In Chancery.

which has been regularly submitted to the Judge for decree in
This day this cause came on to be further heard on *the*
the papers formerly read, and on the report^s of Commissioner
A. S. Johnson filed on the 23rd., day of April, 1913, and the
16th., day of September, 1913, respectively, the exceptions
of J. Peter Holland to the said report, the depositions of
witnesses returned with the said report, and report of
G. W. Nurney, Jr., a Civil Engineer, accompanied by survey,
plat and descriptive notes, and was argued by counsel.

On consideration whereof the court doth over-rule
the exceptions to the Commissioner's report^s and it
appearing from the said report^s that the real estate in the bill
and proceedings mentioned is ~~is~~ not susceptible of partition
~~in kind~~ in any of the modes prescribed by law, and that it
will be to the interest of all the parties to sell the said
real estate and to divide the proceeds arising therefrom
among the several parties in such proportion as their interest
therein entitle ~~to~~ them, to, the court doth adjudge, order
and decree that R. H. Rawles, Hugh L. Holland, and John N.
Sebrell, Jr., who are hereby appointed Special Commissioners
for that purpose, shall, after having given advertisement of
the time, terms, and place of sale for at least twenty (20)
days by printed posters posted in at least ten (10) public
places in the County of Isle of Wight, and with such adver-
tisement in the newspapers as shall be deemed expedient by the

said Commissioners, proceed to sell the real estate in the bill and proceedings mentioned, subject to the requirements and conditions and in the manner hereinafter specifically stated, at public auction, to the highest bidder, before the ^{Post Office} P. O. at Carrsville, in the County of Isle of Wight, Virginia, upon the following terms, to-wit: one-third (1/3) cash, and the remainder on a credit of one and two years in equal installments, the purchaser to give bonds for the deferred payments, said bonds to bear even date with the day of sale, and to bear interest at the rate of six per centum (6%) per annum from date of sale until paid, and the title to the said real estate to be retained until the further order of the Court, but with the option to the purchaser to pay the whole of the purchase money in cash, and take a deed for the property upon confirmation of the sale by the court.

The court doth further adjudge, order and decree that in making sale of the said property, the said Special Commissioners shall sell that part of the said real estate in the bill and proceedings mentioned known as the "Elijah Place", separate and distinct from other real estate, and in making sale of the said "Elijah Place" shall first offer the timber and land separately, the timber to be offered upon the terms and conditions herein later more specifically stated, and after offering the land and timber separately they shall offer the same as a whole and shall report to court the highest bid obtained under such sale.

The court doth further adjudge, order and decree that in making sale of the other part of the property mentioned in the bill and proceedings known as the "Home Place", they shall first offer the timber on the whole tract separately and apart from the land upon conditions and in the manner

hereinafter mentioned, and after offering the timber as a whole separately from the land, the said Commissioners shall then offer for sale that part of the "Home Place" tract lying and situate on the East side of the County Road leading from Carrsville to Isle of Wight Court House, and containing ninety-four and two-tenths (94.2) acres, as shown by plat and survey of George W. Nurney, Jr., filed in this cause. The said Commissioners will then offer for sale that portion of said land containing three hundred and thirty-five and six tenths (335.6) acres, beginning at a pine on the road leading from Courtland to Suffolk at a point marked on the map of H. W. Nurney, Jr., filed in this cause, as station 0; thence South $5^{\circ} 50''$ East 216.5 ft. to a pine; thence South $10^{\circ} 45''$ East 87.6 ft. to a pine; thence South $4^{\circ} 30''$ East 276.1 ft. to a pine; thence South $1^{\circ} 45''$ East 168.6 feet to a pine; thence South $2^{\circ} 50''$ West 321.4 ft. to the head of a ditch; thence along the center line of said ditch in a southerly direction to station 21, a corner of M. B. Carr, Johnson, and Jos. H. Duck; thence along the run of the ditch to station 24, on a branch a corner for Johnson ^{and} Duck; thence Northwestwardly along the line of the run of the said branch to a pine at station 39 on said map; thence along the several courses shown upon said map in a nearly northerly direction to station 44, a corner on line in R. M. Crumpler's field; thence in a southwestwardly direction through courses and stations marked on said map to station 49, corner of John Bradshaw, Elihu Lankford, R. M. Crumpler, and Jos. H. Duck; thence South $37^{\circ} 45''$ East 199.3 ft. to a pine; thence along a line of marked pines in a southerly direction to station 53, the head of the run of a branch; thence along the run of the said branch to station 59 a corner of John Bradshaw's, Lankford and Jos. H.

H. Duck; thence along the run of the branch southwardly to station 67; thence eastwardly up the run of a small branch to station 72 on said map; thence in a southeastwardly direction through certain courses and marked trees shown on said map to station 81; thence North 78° 5' East 3690 ft. to the county road leading from Carrsville to Isle of Wight Court House; thence northwardly along the course of said public road to its intersection with the county road leading from Courtland to Suffolk; thence westerly along said last named county road to the point of beginning.

The Commissioners shall then sell that part of the said land lying South of the parcel next above described, containing 220 acres, beginning at the center line of a branch at station 81 on said map; thence southwestwardly along the branch station ^{to} 91, a corner of John Beale, Frank Butler, and Jos. H. Duck on Beaver Dam Swamp; thence along the center run of Beaver Dam Swamp to its intersection with the county road leading from Carrsville to Isle of Wight Court House, and being indicated on said map as station 104; thence northwardly along the said Carrsville and Isle of Wight C. H. road 3102 ft. to a corner; thence South 78° 5' West 3690 ft. to the point of beginning.

The said Commissioners, after offering for sale the three (3) subdivisions of tracts of land made up of what is known as the "Home Place", separately, as hereinbefore described and set out shall then offer for sale the entire "Home Place", as shown by the plat and survey of George W. Nurney, Jr., filed in this cause, as a whole, both land and timber; the highest bid received in any of the foregoing sales shall be reported to court.

The conditions upon which the timber shall be sold shall be as follows: The timber shall include all the timber of every kind, class and description upon the said premises measuring ten (10) inches in diameter and upwards across the stump at the time of cutting, including bark, twelve (12) inches from the ground; the purchaser to have the right to cut and remove the same within five years from confirmation of the sale by the Court. In no case shall the purchaser of the timber cut or remove the same until the entire purchase price is paid. The said purchaser or purchasers of the said timber, their successors and assigns, shall have the right at their pleasure to enter upon said land to cut the said trees, and a right of way across the said lands for the purpose of removing the timber ~~cut~~ therefrom, and the timber cut from any other tract of land, and for the purpose of operating and constructing a railway, provided that the said right of way shall not interfere with the crops of the owner of the said land without proper compensation therefor. *

But before the said Special Commissioners shall act under this decree they shall enter into a bond in the penalty of \$10,000.00 with security deemed sufficient by the Clerk of this Court conditioned for the faithful discharge of all their duties under this and all other decrees which may hereafter be entered in this cause. And the said Special Commissioners are directed to report all their actions under this decree to this court, and as to all other matters and issues raised by the bill and answers, this cause is continued.

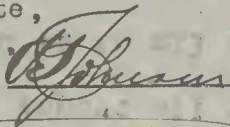
All of which is certified to the Clerk of the Circuit Court of Isle of Wight County, Virginia, to be entered in the Chancery Order Book.

P. D. White

* But no bid shall be accepted unless the purchaser shall, at the time the property shall be knocked down, shall deposit at least fifteen per cent of his bid, which amount shall be forfeited should he fail to comply with the terms of sale, which amount shall be confirmed to the court, and the purchaser shall also insure the buildings upon said lands for at least thirty months of the value of the same, to back the policy of insurance to be assigned to said Special Commissioners as a condition precedent for the payment of the same.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight April 4th. 1914, the foregoing vacation decree was received and entered of record.

Teste,



Clerk.

14
VIRGINIA: IN THE CIRCUIT
COURT OF ISLE OF WIGHT
COUNTY.

E. LULIAN BRADSHAW, ET ALS

V.

J. PETER HOLLAND, ET ALS.

In Chancery.

DECREE.

Enter this: April 1914.

COB 77 224

JOHN N. SEBRELL, JR.
ATTORNEY AND COUNSELLOR AT LAW
SEABOARD BANK BUILDING
NORFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

In facies.
On the 12 day of November 1913.
E. LULIAN BRADSHAW, et als,

v.

J. PETER HOLLAND, et als.

This day this cause came on to be further heard on the papers formerly read and on the report of Commissioner A. S. Johnson, filed on the 16th day of September, 1913, and the exceptions thereto of the defendants in this case, which exceptions upon consideration are over-ruled, and was argued by counsel.

On consideration whereof. the court approving and confirming the said report of said Commissioner Johnson, as aforesaid, and being of opinion that it would be proper and expedient that amsurvey of the lands set forth in a bill of complaint should be made previous to further proceedings in this case, doth adjudge, order and decree that George W. Nurney, Jr., a Civil Engineer of the City of Suffolk, Virginia, be employed and do forthwith proceed to make a survey of the land of which Joseph H. Duck died seized and possessed. as set forth in complainants' bill, making a separate survey of the "Elijah Place" from the tract known as the Home Tract, and should the said George W. Nurney be so situated as to be unable to make said survey forthwith, then such other Civil Engineer as shall be agreed on by the parties shall make the survey herein required.

The said surveyor shall have the right to employ such assistants as shall be necessary, and shall report to this court his proceedings under this decree, including a plat of his survey and copy of his notes therewith as promptly as is practicable under the circumstances. *Let it which is certified to the Clerk of the Court that the same is correct and true.*

Thasany was told
J. L. White.

13

Bradshaw et al.
x { Chancery # 117
Holland et al.

Noti for Dece

Enter Nov 12/1913

copy of 199
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VIRGINIA:

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

In vacation, on the 27th day of June 1913.
E. LULIAN BRADSHAW ET. ALS.

VS.

IN CHANCERY.

J. PETER HOLLAND ET. ALS.

~~IN VACATION.~~

This day this cause came on to be further heard on the papers formerly read, and upon the report of Commissioner A.S. Johnson filed on the 23rd. day of April, 1913, and was argued by counsel.

On consideration whereof, it appearing to the court that the said report is not ~~fall enough to justify~~ *Refusion of the former decree hence*

And that no
can be entered
decree for the sale of the property in the bill and proceedings mentioned, it is adjudged ordered and decreed that the said

report be, and the same hereby is, recommitted to the said Commissioner; and it is further adjudged, ordered and decreed

that the said commissioner shall ~~make~~ *fully* a report to court that is responsive to the decree of reference entered in this

cause on the 21st. day of June, 1912; and ~~it is further adjudged~~
~~ordered and decreed that the said commissioner, in addition~~

to the inquiries and accounts required by the aforesaid

decree, shall inquire and report to court the amount of

cleared land and its nature; the amount of timber land and

its quality and ~~where the same lies~~ with reference to

the cleared land; the nature *Condition* and location of the improvements;

whether the land should be sold as a whole or in parcels, and

the location of the parcels; ~~the interest of each of the~~

~~parties of the suit,~~ and any other matters the Commissioner

may deem proper the Court should know; which several inquiries

together with the inquiries required by the above mentioned

decree, the said commissioner will *within fifteen days from this date* ~~make~~ and report to ^{the} Court,

together with the evidence taken by the said Commissioner, ~~all of~~

which is to be filed with the Clerk of this Court to be entered in vacation, in the Chancery Office Book.
B. White

E. LULIAN BRADSHAW ET. ALS.

VS.

J. PETER HOLLAND ET. ALS.

DECREE.

1913

July 18

Curry

B.D.W.

Let court to this decree
 Judge proceed for counsel
 for Plaintiff
 Judge a Holland
 counsel for defendants.

C.D.B. #7, p 192

VIRGINIA:

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

In vacation, on the 27th day of June, 1893
E. JULIAN BRADSHAW ET ALIS.

VS.

J. PETER HOLLAND ET. ALIS.

By Counsel, entered heron

By consent of all parties, it is adjudged,

ordered ~~and decreed~~ that this cause ~~and all matters in controversy~~
~~herein, or to be passed upon herein, may~~ be submitted to the
Judge of this Court for such decision or decree in vacation
as might be entered in term time.

~~All of which is certified to the Clerk of~~
~~the Circuit Court of Isle of Wight County, Virginia,~~
in vacation
to be entered in the Chancery Order Book.

J. D. White

7
E. LULIAN BRADSHAW ET. ALS.

VS.

J. PETER HOLLAND ET. ALS.

DECREE.

1913
July 25
Entered for
J. W.

Her consent to this
deed -

Proctor & Chief Counsel
for the plaintiffs

Hugh Holland
Counsel for
defendants

COR. #7, p. 192

Mamie J. Bradshaw, J. C. Bradshaw
E. Lulian Bradshaw, W. V. Bradshaw,
Mimi Maud Clements, E. A. Clements
and Irene A. Dicks

vs.

J. Peter Holland, Annie M. Holland
Nancy V. Bradshaw, Jacob J.
Bradshaw, Mollie A. Lawrence
and Lily Lawrence -

This day this cause came on to
be heard on the complainants bill
and exhibits filed therewith, taken
for confessed as to the defendant, ^{and} whom
have been duly served with process, and
still fails to appear, answer, plead
or demur to the said bill, and
was argued by counsel.

On consideration whereof the
Court doth adjudge order and decree
that it be referred to one of the
commissioners of this court to
inquire and report to Court,

1st What real estate Joseph H. Dicks
did ~~seize~~ ^{seize} and possessed of, with a description
thereof

2nd What parties are entitled thereto
and their respective interests therein

3rd Whether the said land is sus-
ceptible of partition ~~is~~ ^{is} ~~being~~ ^{being} among

The parties entitled thereto in the manner provided by law, and if not would the interest of the parties ~~and~~ ~~the same persons and the~~ be promoted by sale of the entire subject and division of the proceeds, and would the rights of any party be violated thereby.

4th Whether there are any taxes

due thereon with amounts,
5th Whether there are any ^{delinquent taxes or other} ~~taxes~~ ^{levies}
upon the same, with dignities and priorities.

6th Whether all the parties in interest are before the court.

7th Any other matter specially stated deemed pertinent by the Commissioners or required by any interested party to be so stated.

8 Whether any of the parties in interest have received anything from said Duck in way of advancements.

9 The fee simple and annuity value of said ~~real estate~~ ^{estate}.
Which several inquiries the said Commissioner will make and report to court together with the expense taken by said Commissioner.

⁴
Brasshadt sh as

or.

Holland sh as

Entered this June 2nd 1912

P.H.S.

C.B. #7 Page 128

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

Bradshaw et als.

vs.

Holland et als.

To the Honorable Circuit Court of Isle of Wight County:

The undersigned, Hugh L. Holland respectfully reports to Court and represents that he was one of the Special Commissioners in the above styled suit, in which the last decree was entered on the 30th. day of March, 1921, and John N. Sebrell, Jr. was also Special Commissioner; that all of the funds in the hands of said Special Commissioners have been paid out to the parties entitled thereto, and no money remains in the hands of said Special Commissioners whatever; that all matters in said suit have been fully and finally settled and disposed of and said suit should be dismissed and stricken from the docket.

Respectfully submitted this 30th. day of May, 1933.

Hugh L. Holland
Special Commissioner.

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

I, Hugh L. Holland, do state upon my oath that I verily believe the statements contained in the foregoing report are true.

Hugh L. Holland
Subscribed and sworn to before me this 30th. day of May, 1933.

Quah E. Holland
Notary Public.

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

Bradshaw et als.

vs. No. 117.

Holland et. als.

Report of Hugh L. Holland
Special Commissioner.

THE COMMONWEALTH OF VIRGINIA:

TO THE ~~Sheriff~~ of the County of Norfolk
Sergeant City

GREETING:

WE COMMAND YOU, That you summon John N. Sebrell

to appear before the Judge of our Circuit Court of the County of Isle
of Wight, at the Court House thereof on the 30th day of May, 1933,
at 10:30 o'clock A. M. to show cause if any ^{he} ~~they~~ can why ^{he} ~~they~~ should
not be proceeded against for ^{his} ~~their~~ failure to report ^{his} ~~their~~ proceed-
ings as required by certain decrees entered in the hereinafter named
causes, to-wit:

Number of Suit.	Style of Suit	Date of last decree
<u>117</u>	<u>Bradshaw vs Holland</u>	<u>March 30 1921</u>

And have then and there this writ.

WITNESS, R. A. Edwards, Clerk of our said Court at the Court
House the 13th day of April, 1933, and in the 157th year of our Com-
monwealth.

R. A. Edwards
Clerk.

Bradshaw
vs) 117
Holland

RULE.

Service accepted
May 22, 1933
Judith Threl

THE COMMONWEALTH OF VIRGINIA:

TO THE Sheriff of the County of Suffolk
Sergeant City

GREETING:

WE COMMAND YOU, That you summon H. L. Holland

to appear before the Judge of our Circuit Court of the County of Isle
of Wight, at the Court House, thereof on the 30th day of May, 1933,
at 10:30 o'clock A. M. to show cause if any ~~they~~ ^{he} can why ~~they~~ ^{he} should
not be proceeded against for ~~their~~ ^{his} failure to report ~~their~~ ^{his} proceed-
ings as required by certain decrees entered in the hereinafter named
causes, to-wit:

Number of Suit.	Style of Suit	Date of last decree
117	Bradshaw vs Holland	Mar 30 1921

And have then and there this writ.

WITNESS, R. A. Edwards, Clerk of our said Court at the Court
House the 13th day of April, 1933, and in the 157th year of our Com-
monwealth.

R. A. Edwards
Clerk.

Bradshaw
vs # 117
Holland.

RULE

I hereby accept
due legal and
sufficient
service of the
within summons
Hugh L. Holland
May 20-1933