

1868-013

WILLIAM MURRAY ETC BY EDWARD PEARCE VS EDWARD PEARCE ET UX ETALS

NANSEMOND COUNTY
(SUFFOLK)

1868
CHANCERY CAUSES

SURNAMES: KILBY, CHIEVES, CHAVIS,

Know all Men by these Presents, that we, Edward
Pearce and James Phelps
are held and firmly bound unto the Commonwealth of Virginia,
in the sum of Five Hundred Dollars, to the payment whereof,
well and truly to be made to the said Commonwealth of Virginia, we
bind ourselves and each of us, our and each of our heirs, executors and
administrators, jointly and severally, firmly by these presents. Sealed
with our seals and dated this 14th day of January One Thousand
eight hundred and sixty-seven.

The Condition of the above obligation is such, that whereas
William Murray, Estelle Murray and Mary E. Murray, infants under the
age of Twenty-one years, suing by Edward Pearce, their next friend on their
bill in Chancery against Edward Pearce and Mary J. his wife; Thomas J.
Kelby, Trustee, John R. Kelby, James Cheeves and R. O. Whitehead, ad-
ministrators of Eliska Murray deceased, addressed to the Honorable
Richard N. Baker, Judge of the Circuit Court for the County of Nansemond,
have obtained from the said Judge an injunction to enjoin and restrain the
defendant, James Cheeves, his agents, attorneys and all others concerned from suing
out or from executing if already sued out, any writ of Habeas Corpus or other legal
process under the verdict and judgment rendered at the October Term 1866
of said Court, against Edward Pearce at the suit of said James Cheeves.

And Whereas it is provided by the order of the said Judge, awarding the said injunction,
that the plaintiffs shall not have the benefit thereof until they, by a next friend or some
other person, shall give bond with sufficient security, in the Clerk's Office of the said
Court, in the penalty of Five Hundred Dollars, payable to the Commonwealth
of Virginia, conditioned to pay all such costs and damages as may be awarded ^{against} the said plain-
tiffs, in case the said injunction be dissolved: Now therefore, if the said Edward Pearce
shall pay all such costs as may be awarded against them, the said plaintiffs, and all such damages
as shall be incurred, in case the said injunction be dissolved, then this obligation to be void or else to remain
in full force and virtue.

Executed in the presence of {
Peter B. Proulx

Edward Pearce
James Phelps

The Commonwealth of Virginia,

Sergeant of the City of Petersburg
To the Sheriff of Nansemond County---Greeting.

YOU ARE HEREBY COMMANDED TO SUMMON Edward Pearce and Mary J.
his wife; Thomas J. Kilby, Trustee; John R. Kilby, James Cheever
and R. O. Whitehead, Administrators of Eliza Murray de-
ceased, _____

to appear at the Clerk's Office of our Circuit Court for the County of Nansemond, on the
first Monday in February _____ next, 1867, being rule day, to answer a bill in
chancery, exhibited against them _____ by
William Murray, Estelle Murray and Mary E. Murray,
infants, under the age of Twenty-one years, suing by Edward
Pearce, their next friend, _____

and unless they _____ shall answer the said bill by the next rule day
thereafter, the Court will take said bill for confessed, and decree accordingly.

And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court, at his
Office, this 15th day of January _____ 1867, and in the 91st year of
the Commonwealth.

Peter B. Prentis Clerk.

For The Sheriff will, in his return, note the day on which this process is executed on each Defendant.

Whideach & Barker & Co

William Murray & Co.

in fact & Co.

Wm. & Co. & Co. & Co.

Edward & Co. & Co.

& Co.

to February 1867

Wm. & Co. & Co.

January 1867

Presented by delivering
a copy of the within
sums to the within.

Wm. & Co. & Co.
& Co. & Co.

Pro: G. No: 1. Aug 18

Co: Co

Memo:

The object of this suit is to enjoin and restrain the defendant, James Cheever, his agents, attorneys and all others concerned, from suing out or from executing if already sued out, any writ of possession or other legal process, under the verdict and judgment rendered at the October Term 1866, of the Circuit Court of Waukesha and County, against Edward Pearce at the suit of said James Cheever, until the further order of said Court.

Teste, Peter B. Prentiss, Clerk

The Commonwealth of Virginia,

To the Sheriff of Nansemond County---Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON *Edward Pearce and Mary J. his wife; Thomas J. Kilby, Trustee; John R. Kilby, James Chaves, and R. O. Whitehead, Administrator of Elisha Murray deceased,*

to appear at the Clerk's Office of our *Circuit* Court, for the County of Nansemond, on the first Monday in *February* next, 1867, being rule day, to answer a bill in chancery, exhibited against *Them* by

William Murray, Estelle Murray and Mary E. Murray, infants, under the age of twenty-one years, suing by Edward Pearce, their next friend

and unless *They* shall answer the said bill by the next rule day thereafter, the Court will take said bill for confessed, and decree accordingly.

And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court, at his Office, this *15th* day of *January* 1867, and in the *91st* year of the Commonwealth.

Peter B. Prentis, Clerk.

Recd The Sheriff will, in his return, note the day on which this process is executed on each Defendant.

Executed January 24th 1847. & a true copy hereof delivered
to Edward Pierce May J. his wife, Thos. J. Kilby Jun. R. Kilby
& Richd. C. Whitehead, James Cheever is not a resident
of my County

Wm. May Hoff

Whitehead & Parker P. P.

William Manning del.
infantry, &c.

2nd Jun. 1847: Adjourn:

Edward Pearce & wife
del.

To February - March 1847
Huntsworth & Co:

For D. No: 1. Page 18

Ex: Co

Memorandum:

The object of this writ is to enjoin and restrain the defendant,
James Cheever, his agents, Attorneys and all others concerned, from
suing out or from executing, if already sued out, any writ of possession
or other legal process, under the verdict and judgment rendered
at the October Term 1846, of the Circuit Court of Kansas and County,
against Edward Pearce at the suit of said James Cheever, until
the further order of said Court.

Teste

Peber B. Pontus. Clerk

10 Exhibits filed
with
John R. Kelly's
Am. in Murray
v

Quare &
Hansd Cir. Ct.

October 25th. 1863

Mr. Kilby,

Dear Sir,

As it is out of my power to see you at present in consequence of not being able to go to Suffolk, I am compelled to write. I endeavored to obtain a permit a few days since for this purpose but could not.

As regards the sale of the Farm, I can only say you must act according to the best of your own judgment. I wish you may be able to sell it on terms satisfactory to each of us, as I have lost much in consequence of the war and have three children to maintain. You doubtless must be as able as myself to form a correct idea of the worth of the place, therefore I leave it with you to do the best you can.

As to the money I would like to get what we call the old Bank money for it. You perhaps would not be able to get more than half as much for it but I would prefer Bank Money and would not sell it for Confederate Money.

I would like to sell it as soon as possible so I may know how to make arrangements for next year.

Very respectfully

J. E. Murray for
Mary J. Murray

Mr
Mrs Munoy's Account

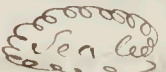
(9281)

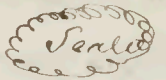
Whereas Elisha Murray and Mary J. his wife, by their Deed of Trust, dated the 12th day of December, One thousand Eight Hundred and fifty-seven, and duly recorded; And, the said Elisha Murray, by a subsequent deed of trust, dated the 8th day of January 1859, and duly recorded, did convey, among other things, unto Thomas J. Kelly, the Trustee therein named, the following real estate, to wit: a certain tract or parcel of land, situate in the Lower Parish of Nonsense and County, on the South side of Nonsense River, called and known as the "Sleepy Hole farm", and is bounded by the said River on the North and West; by the lands of Jackson Powell's Estate, on the East; and on the South and West, by the lands of Nathaniel Beamon, containing by estimation, Two Hundred and thirty-nine acres, more or less. Together with all and singular the rights and privileges connected with the said farm in the Cress Swamp Lands nearby. And Whereas under and by authority of said Deeds, the said Thomas J. Kelly, Trustee as aforesaid, did make sale, on the 7th day of November 1863 of said real estate and appurtenances, unto James Cheever of Petersburg, for fifteen thousand dollars, in Confederate money, but which, by understanding and consent of parties was to be converted into Bank money, to pay the debts due under said deed, and which was done, as the following statement will show—thus purchase money \$15,000:00 in Confederate money, and of which, the sum of \$9,391.67 was used at the rates of 2/3 for one, to buy \$3756.67 in Bank money—the amount of the debts remaining due, and the Commissions and expenses of sale in Confederate money, to wit: \$394 being deducted, left \$5214.33 out of which \$1250 was used to buy \$500 in Bank money for said Mary J. on account of her Dower in said remainder:

And whereas now the said Mary J. has become the wife of Edward Pierce, and it is agreed to accept One Hundred and fifty dollars, in present United States Currency, as an equivalent for said \$500 in Bank Money, and which sum thus returned has this day been paid over to said Edward Pierce & Mary J. his wife (the Balance of said purchase money of \$3964.33, in Confederate money, being on Deposit, in Bank, at Petersburg) - Now Therefore, this Writing, made this 6th: day of July, 1866, between Edward Pierce and Mary J. his wife, aforesaid, of the one part, and the said James Cheever, of the other part, Witnesseth, that the parties of the first part, in consideration of the payment of said One Hundred & fifty Dollars, in United States Currency as aforesaid, do relinquish all right they have in said remainder of said Sales of the land aforesaid, and do ratify and confirm the title of said Cheever, to the same, so far as they have any right in said remainder, and do grant and convey the same unto him and his heirs forever.

Witness the following Signatures & Seals.

Witnesses

Edward Pierce 

Mary J. Pierce 

Nansemond County, to wit:

I, Richard O. Whitehead, a Notary Public, in and for said County, and State of Virginia, do certify, that Edward Pierce, whose name is signed to the foregoing writing, bearing date, July 6th: 1866, has acknowledged the same before me, in said County; and, I further certify, that Mary J. Pierce, the wife of said Edward Pierce, personally appeared before me



in said County, and being examined by me, privily and apart
from her said husband & having the writing aforesaid fully
explained to her, she, the said Mary J. Peice acknowledged
the same to be her act and deed and declared that she
had willingly executed the same & that she does not wish
to retract it. Given under my hand, this 24th: day of
October 1866.

Richard O. Whitehead

Notary Public

1866. Octo: 24th: Received of John R. Kilby, the sum of
One Hundred and fifty dollars referred to within.

Rich^d O. Whitehead

Attorney for the Parties

In The Clerk's Office of Mansfield County Court, the 1st:
day of November 1866.

This Deed was received, and with the certificate and receipt
hereto annexed, admitted to record (the requisite stamps
of 5[¢] having been affixed and cancelled)

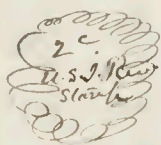
Teste,

Peter B. Peurbis: Clerk.

A. Copy:

Teste,

Peter B. Peurbis: Clerk



(2) ^{xms}
Edward Price & wife

To { Copy Book of Con-
firmation Sale

James Cheever

Statement of Debts due by Elisha Munay
to John R. Kilby

To one Bond due 1 st Jan'y. 1858 for	\$1625. 00
" Int. from 1. Jan 1858 to 18 June 1858	45 57
	<u>\$1670 57</u>
Cr. Then paid by E. Munay (out of Wordhouse's Bond)	570 50
	<u>\$1160 01</u>
" Int. from 1 June 1858 to 26 July 1858	7 35
	<u>\$1167. 36</u>
Cr. Then paid by E. Munay	69 00
	<u>1098. 36</u>
" Int. from 26 July 1858 to 4 Aug. 1858.	1 65
	<u>\$1100 01</u>
Cr. Then paid by E. Munay	115. 00
	<u>\$985. 01</u>
" Int. from 4 Aug 1858 to 3 Dec 1859	78 75
	<u>\$1063 76</u>

To one other Bond due 12 th Dec 1857	\$1625 00
" Int. from 12 Dec 1857 to 3 Dec 1859 191.56	194. 25
	<u>\$1819. 25</u>

To one other Bond due 12 Dec 1860 (Int. as above)	\$1625. 00
" Int. from 12 Dec 1857 to 3 Dec 1859 191.56	194. 25
	<u>\$1819. 25</u>

To one Bond for	\$641. 04
" Int from 8 Jan 1859 to 10 Feb 1859	4 26
	<u>\$645 30</u>
Cr. Then p ^d by E. Munay	70 19
Int from 10 Feb 1859 to 3 Dec 1859	28 00
	<u>\$603 11</u>

To one Bond due 4 Aug 1859 for	\$75 00
Cr. Same day	53 25
Int. from 4 Aug 1858 to 3 Dec 1859	21. 75
	<u>1 62</u>
That am ^t . due 3 rd Dec 1859	<u>\$5328. 74</u>
(over)	

1859	amv. but. on		\$5328.74
Dec. 3	By amv. of Amos R. Hance		
	for negro girl sold him by E. Mung	\$	925.00
			\$4393.74
	" but. from 3 Dec 1859 to 1 Jan 1860.		20.49
			\$4414.23
1860	Jan. 1. \$ Cr. By G. W. Jant's Bond & Int.		560.00
			\$3854.23
	" but. from 1 Jan 1860 to 10 Feb 1860 on \$3854.23		26.06
			\$3880.29
1860	Feb 10 \$ Cr. By N. B. Woodhouse bond & Int.		1235.85
1861 Jan. 1	but. from 10 Feb 1860		\$2614.34
	to 1 Jan. 1861 }		141.02
			\$2785.36
	To one Bond due J. R. Kelly	\$590.51	
	" but. from 10 Nov. 1860 to 1 Jan. 1861	3.86	\$594.37
			\$3379.73
	" Cr. By Henry Jant's Bond & Int.		590.00
1861 Jan 20	Cr. By amv. of		\$2789.73
	N. B. Woodhouse's Bond & Int }		1298.00
			\$11,91.73
	but. on \$2789.73 for 20 days from Jan. 1861.		9.27
			\$1510.00
	but from 21 Jan 1861 to 21 Jan 1862		90.00
			\$1590.00
	" but. on \$1500.00 from 21 Jan 1861 to 7 Nov 1863		161.25
			\$1751.25
	To one other Bond for	\$1625.00	
	" but from 12 Dec 1859 to 7 Nov. 1863	380.42	\$2005.42
	Total amv. now due under		\$3756.67
	serv of Trust.		

(K)

Statement of Debts

\$590.51

On Demand I promise to pay
to John R Kilby, or order Five hundred
and ninety dollars and fifty one
cents, for value rec^d For the payment
of which I bind myself, heirs &c.

Witness my hand & seal this 10th
Nov. 1860.

Elisha Mudge

(2)

Elisha Murry

#590: 51

(In 3^d seed) . . .

\$75.

On demand I promise to pay
John R. Kilby or order, seventy five
dollars, for value rec^d for the
payment of which I bind
myself, my heirs, &c. - Witness my
hand & seal this 4th day of August
1858.

Elisha Muzzey

(H)
Elisha Murray
\$75.

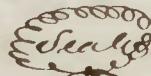
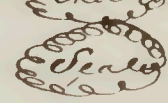
received by deed
of Trust.

1858 Aug. 5.
cr. By Cash \$53.23

(Deed of Trust
burnt.)

This Deed made this 8th: day of January. One thousand eight hundred and fifty-nine, between Elisha Murray of Nansmond County, of the one part, and Thomas J. Kelly, trustee, of the other part, Witnesseth, that the said Elisha Murray doth grant with general warranty, unto the said Thomas J. Kelly, Trustee, the following property, to wit: The "Sleepy Hole Farm" on Nansmond River, and all interest belonging to the same in the Cross Swamp (and which land is now subject to a Deed of Trust from Elisha Murray and wife to Tho: J. Kelly, Trustee for Geo: R. Kelly, dated 12th: Decr: 1857); also the said Murray doth grant unto the said Thomas J. Kelly, Trustee, negroes, men Jim and Lewis; boys Jim, Henry & John: girls Martha & Eliza, woman Charlotte, & the increase of said females: also all the Chattel estate, now belonging to said E. Murray (which said slaves & Chattel estate are now subject to a Deed of Trust, dated 4th: August 1858, to Thomas J. Kelly, Trustee for said John R. Kelly - In Trust to secure the payment of Six Hundred and forty-one dollars and four cents, due by bond, dated this day & payable on demand to the said John R. Kelly - and also to indemnify the said John R. Kelly, as security to a bond for said Murray of \$139 to H. H. Kelly and David J. Godwin, Admors: of Geo: W. Keeling dec'd due 1st: of January 1860, and also as security to a bond for about \$140 to Willis E. Cohoon, for negro hire 1859.

Witness the following signatures and seals.

Elisha Murray 
John R. Kelly 

In The Clerk's Office of Nansmond County Court, the 8th:

day of January 1859.

This Deed of Trust was acknowledged by Elisha Munnay and John R. Kelly, and thereupon admitted to record.

Teste,

Peter B. Prentiss. Clerk

In the Clerk's Office of Nantuxent County Court, the 22nd: day of March 1866.

The foregoing Deed with the original Certificate thereon, was produced by John R. Kelly to the Clerk of said Court, and on the application of said Kelly is recorded anew: the book in which the same was originally recorded, having been destroyed by the burning of the Clerk's Office and records on the 7th: day of February 1866.

Teste,

Peter B. Prentiss. Clerk

A. Copy:

Teste,

Peter B. Prentiss. Clerk

4. 1 xmd
Elisha Murray ~~trustee~~

To Copy Need of Trust

Thomas J. Kilby, Trustee
for John R. Kilby.

" Elisha Murray

1838 In acct. with Mo. R Kilby Dr

Jan 8. By amo. left with me to pay claims

in McQuire's hands

\$200.00

" Paid McQuire

per recd. "

129.81

Bal. due Murray for Bond // 70.19

1859

E. Murray
acc^t

Elisha Murray

to Mr. R. Kilby

Dr

1859
Jan. 4 To paid Sheriff of Mansfield an Exp
in favor of Letitia Wilkins probt } 36 77
" " same do. do. } 36 27
" " same do. in favor of Jas. Herrick } 7 31
" " same in favor of Bradford Hb. } 227 57
" " same do. " M. B. Halstead for
W. B. Miller } 259 21
" " Parker Mitchell's bill } 2 50
" " Atty & Clerk's fees } 18 00
" " Mr. W. Hodges, a debt as security
for Geo. E. Turner } 114 43
" cash to pay Wm. McQuinn, claims } 200 00
\$899 10

By Cash of E. Murray heretofore 200 00
" amo. of Mr. A. McCloud's bond 33 06
" Cash (to day 8 Jan. 1859) 25 00
By Bal. due Mr. R. Kilby 641. 04
\$899 10

1859
Jan 8 } To Balance due Mr. R. Kilby \$641 04
By new Bond secured by Deed of Trust \$641 04

\$641.04

On Demand I promise to pay John R.
Kilby order six hundred (and forty one dollars
(and four cents, for value received - for the
payment of which I bind myself, my
heirs, executors and admors. firmly by these presents.
as witness my hand and seal this 8th Jan'y 1859.

Witness

Peter B. Prentiss

Elisha Murray Seal

(F.)
Elisha Murray's
Bond
641:04

Secured by deed of
Trust - Mr. J. Kelly
Trustee

1889 July 10 Ogdensburg N.Y.

\$1625

Two years after date with interest
from date, we promise to pay to John R. Kilby
Trustee for Wm A. Patton, or order the
sum of sixteen hundred and twenty
five dollars for value received - for
the payment of which we bind ourselves,
our and each of our heirs, executors &c
jointly and severally; firmly by these
presents - as witness our hands & seals
this 12th day of December 1857.

Witness

Elisha Murray 
Isaac C. Murray 

E.

E. Murray &c.

\$1625.

Dec 12 Dec 1859

To
Jno. R. Kilby

1858 July 28. Pay to Jno. R. Kilby
without recourse to me.

John R Kilby
Trustee

Jan'y 7. 1860 Recd. of E. Murray through Jno R Kilby
one hundred and ninety five dollars, for interest
to 12th December 1859. \$195.00
per Recd. given. Jno. R Kilby

\$1625.

Three years after date, with interest from date, we promise to pay to John R. Kilby Trustee for Wm. A. Battin, or order the sum of sixteen hundred and twenty five dollars for value received — for the payment of which we bind ourselves, our heirs &c.

Witness our hands and seals this 12th day of December 1839

Witness

Elisha Murray Secy
Isaac C. Murray Secy
Secy

D
E. Murry &
\$1625

due 12 Dec 1860

amou. due up to 1. June 1861
is \$1961. 38

#1625.

Twelve months after date, with Interest
from date, we or either of us promise to pay
to John R. Kilby, trustee for Wm. A. Batten
the sum of sixteen hundred and twenty
five dollars, for value received - for the
payment of which we bind ourselves
our and each of our heirs, executors &
jointly severally, firmly by these
presents - as witness our hands &
seals this 12th day of December 1837

Witness

Elisha Murray *(seal)*

Isaac C. Murray *(seal)*
(seal)

(c)

E. Murry &
#1625.

Due 12 Dec 1838

#1625.

on the first day of January next
we promise to pay to John R. Hilby trustee
for W. A. Patton, sixteen hundred &
twenty five dollars for value rec^d
for the payment of which we bind
ourselves, our heirs & assigns
our hands & seals this 12th Dec 1837

Elisha Murray *Eear*

Isaac C. Murray *Eear*

	amv. of Bond	\$1625.00
Int fr 1. Jan. 1858 to 18 June 1858		45.51
		<u>\$1670.51</u>
cr. Then Paid		570.50
		<u>\$1160.01</u>
Int. fr 18 June 1858 to 26 July 1858		7.35
		<u>\$1167.36</u>
cr. Then paid		69.00
		<u>\$1098.36</u>
Int fr 26 July 1858 to 4 Aug 1858		1.65
		<u>\$1100.01</u>
cr. Then paid		115.00
		<u>\$985.01</u>
Int fr 4 Aug. 1858 to 3 Dec 1859		78.75
		<u>\$1063.76</u>
cr. By amv. of E. Munsell,		
of negro to A. R. Harner	\$	925.00
amv. 3 ^d Dec 1859		<u>\$138.76</u>
Int fr 3 Dec 1859 to		
7 Nov. 1863	\$	28.24
		<u>\$1670.00</u>

(B)

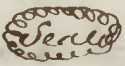
E. Munsell

\$1625

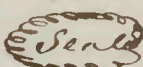
Nov. 1. Jan 1858

1858 June 18. By cash \$570.50.
 1858 July 26th do. do. 69.00
 1858 Aug: 4th do. do. 115.00
 1859 Dec. 3. By amv. of amv R. Harner
 of negro to him made by
 Elsie Munsell \$925.00

This Deed made this 12th day of December One thousand eight hundred and fifty-seven, between Elisha Murray and Mary J. his wife, of the one part and Thomas J. Kilby, chosen as Trustee, of the other part, Witnesseth, that the parties of the first part do grant unto the said Thomas J. Kilby, Trustee as aforesaid, and his heirs and assigns forever, the following real estate, and with general warranty, to wit: a certain tract or parcel of land situate in the Lower Parish of Nausemound County, on the South side of Nausemound River, called and known as the "Sleepy Hole farm", and is bounded by the said River, on the North and West; by the lands of Jackson Powell's estate, on the East; and on the South and West, by the lands of Nathl. Beaman, containing by estimation, Two hundred and thirty-nine acres, more or less; together with all and singular the rights & privileges connected with the said farm, in the Cross Swamp lands near by. - All which lands were this day bought of John R. Kilby, Trustee &c. In Trust to secure the payment of the following sums of money, to wit: four thousand eight hundred and seventy-five dollars, due as follows - \$1625. payable twelve months after date, ^{with interest from date} to John R. Kilby, Trustee for W. W. Batten - \$1625, payable two years after date, with interest from date & \$1625 payable three years after date, with interest from date, each bond payable as aforesaid & each payment secured by bond, with personal security - With power to execute this trust as the law directs, except that a sale may be made on such reasonable credit as the Trustee may deem best. Witness the following signatures and seals.

Elisha Murray. 

Mary Jane Murray. 

Thos. J. Kilby. 

State of Virginia. Nausemond County. To Wit:

I, William D. Wood, a Notary Public, in and for said County, in the State of Virginia, do certify, that Mary Jane Murray, the wife of Elisha Murray, whose names are signed to the writing hereto annexed, bearing date on the 12th: day of December 1857, personally appeared before me, in the County aforesaid, and being examined by me, privily and apart from her husband, and having the writing aforesaid fully explained to her, she, the said Mary Jane Murray, acknowledged the said writing to be her act, and declared that she had willingly executed the same and does not wish to retract it. Given under my hand, This, the 12th: day of December 1857.

William D. Wood. N.P.

State of Virginia. Nausemond County. To Wit:

I, William D. Wood, a Notary Public for the County aforesaid, in the State of Virginia, do certify, that Elisha Murray and Thomas J. Kelby, whose names are signed to the annexed writing, bearing date on the 12th: day of December 1857, have acknowledged the same before me, in my County aforesaid.

Given under my hand, This, the 12th: day of December 1857.

William D. Wood N.P.

In The Clerk's Office of Nausemond County Court, the 6th: day of February 1858.

This Deed of Trust was received, certified by William D. Wood, a Notary Public, in and for the County of Nausemond, in the State of Virginia, as to its acknowledgment before him

by Elisha Murray and Thomas J. Kelly, Trustee; and with the certificate of the jury examination of the same covenant annexed, was thereupon admitted to record.

Teste,

Peter B. Prentiss. Clerk

In The Clerk's Office of Naudsemond County Court, the 22nd: day of March 1866.

The foregoing deed with the original certificates thereon, was produced by John R. Kelly to the Clerk of said Court, and on the application of said Kelly is recorded anew: the book in which the same was originally recorded, having been destroyed by the burning of the Clerk's Office and records on the 7th: day of February 1866.

Teste,

Peter B. Prentiss. Clerk

A Copy:

Teste,

Peter B. Prentiss. Clerk

(A)

X^{ind}

Elisha Murray & wife

To { Copy Deed of Trust

Thomas J. Kilby, Trustee
for John R. Kilby &c.

At a Circuit Court held for Nausemond County,
on the 18th day of April, 1867:

William Murray, Estelle Murray, and
Mary E. Murray, infants under the age
of twenty one years, suing by Edward
Pearce, their next friend Complainants:

against $\frac{2}{3}$ In Chancery
Edward Pearce and Mary J., his wife,
Thomas J. Kilby, John R. Kilby, James Cheevers
and R. O. Whitehead, administrator of Elisha
Murray deceased Defendants:

The Bill of the Complainants having been regularly taken
for confessed at the Rules, as to the defendants Edward Pearce
and Mary J., his wife, and R. O. Whitehead, administrator of
Elisha Murray deceased, and they still failing to appear and an-
swer, this cause came on this day to be heard, upon the Bill, the
answers of the Defendants Thos. J. Kilby, John R. Kilby and
James Cheevers, this day filed by leave of the Court, general rep-
lication to the said answers, and Exhibits filed, and was argued
by Counsel: On consideration whereof, the Court, without affect-
ing the injunction awarded in this cause on the twenty fifth
day of December 1866, and being of opinion that the sale made
by the Defendant Thos. J. Kilby as Trustee, of the "Sleepy Hole
Farm" and the interest in the Crofs Swamp attached, in the
Bill and proceedings mentioned, on the — day of November
1863, was illegal, doth adjudge, order and decree, that the
said sale be, and the same is, hereby set aside, and declared
to be null and void; And the Court being satisfied that the
interest of the parties will be promoted thereby, (and all the adult
parties consenting thereto) doth further adjudge order and
decree, that Thomas J. Kilby, who is hereby appointed Special
Commissioner for the purpose, do proceed to sell the tract of
land in the Bill and proceedings mentioned, known as "Sleepy
Hole Farm" and interest in Crofs Swamp, with the rights privi-
leges and appurtenances thereto belonging, at public Auction to
the highest bidder, after first giving at least twenty days notice
of the time and place of said sale, by publication in the "Chris-
tian Sem", a newspaper published at the town of Suffolk
Virginia, and in the "Norfolk Journal" published at Norfolk
City, and by notices posted in the neighborhood, upon the fol-
lowing terms, to wit: One fourth Cash, the balance upon a

credit of six, twelve, eighteen months, and two years, Taking from the purchaser, bonds with sufficient security for the deferred payments, payable to himself as such Commissioner bearing interest from the day of sale from which time the purchaser will be entitled to the possession of the premises, or to the rent thereof until the first day of January, 1868, at which time possession will be given, and retaining the title until the further order of the Court: And the said Thomas J. Kilby is directed to report his proceedings under this decree to the Court, filing therewith the vouchers therefor, and the bonds of the purchaser of the said land.

And the Court doth further adjudge, order and decree that a Commissioner of this Court take the following accounts: to wit:

First: An Account of the debts due to the defendant John R. Kilby under the Deeds of Trust in the proceedings mentioned, shewing in separate columns the principal and the interest of the said debts, excluding however in the computation of interest, the time that elapsed from the date of the sale of the seventh day of November 1863, up to the tenth day of April, 1865: Also an Account shewing the whole debt and interest during the whole period.

Second: An Account shewing the character, kind and amount of money paid by the Defendant Cheeves, and of any expenses incurred by him under his alleged purchase of the premises in November 1863, and the value of such money, as at the time of such payment.

Third: An Account showing to whom the surplus proceeds of the sales of said lands, if any, after the payment of the said Trust debts, belongs, and in what proportions.

Which accounts the said Commissioner is directed to state, settle and to the Court report, together with any matters specially stated, deemed pertinent by himself, or which may be required by either party to be so stated.

But this decree, as to the said sale is to be suspended until the said Thomas J. Kilby shall give Bond in the Clerk's Office and before the Clerk of this Court, in the penalty of Five Thousand dollars, with sufficient security, payable to the Commonwealth of Virginia, and conditioned faithfully to perform the duties of his Office as Commissioner aforesaid, under this or any future decree that may be pronounced in this cause.

A Copy:

Teste:

Peter B. Prentiss. Clerk

^{xnd}
William Murray & al.

vsth J^{no} Co: Moore

Edward Pearce & wife & al.

3 copies

Tuesday

July 16th

Commissioner's Office.

Suffolk, Va, May 30th 1867

To

William Murray, Estelle Murray and
Mary E. Murray, infants under the age
of twenty one years, suing by Edward
Pearce, their next friend Complainants:

and In Chancery

Edward Pearce and Mary J., his wife,
Thomas J. Kilby, John R. Kilby, James
Cheeves, and R. O. Whitehead, adminis-
trators of Eliska Murray deceased. . . Defendants.

You are hereby notified that I have fixed upon
Tuesday, the 16th day of July, next, if fair, if not, the
next fair day thereafter, (Sunday excepted) to take and
settle, at my office, the following accounts required
to be taken by the decree of Nausemond Circuit
Court, rendered on the 18th day of April, 1867, in
a suit in Chancery depending in said Court, and
in which you are parties, Complainants and Defend-
ants, to wit:

First: An Account of the debts due to the defendant
John R. Kilby, under the Deeds of Trust in the
proceedings mentioned, shewing in separate columns
the principal and the interest of the said debts,
excluding however in the computation of interest,
the time that elapsed from the date of the sale of
the seventh day of November, 1863, up to the tenth
day of April, 1865; Also an Account shewing the
whole debt and interest during the whole period.

Second: An Account shewing the character, kind
and amount of money paid by the Defendant
Cheeves, and of any expenses incurred by him under

his alleged purchase of the premises in November 1863, and the value of such money, as at the time of such payment.

Third: An Account showing to whom the surplus proceeds of the sales of ~~said~~ lands, if any, after the payment of the said Trust debts, belongs, and in what proportions.

At which above mentioned time and place you are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year first aforesaid.

W. L. Riddick
Commr.

2.

Murray &c.

vs. { Com. Notice.

Pearce &c & al.

the acknowledged service of this notice.

John R. Kelly. J. P.

Wm. W. Nichols & Co.

Deeds as shown at Chancery

Record and for the same

and file -

Wm. W. Nichols

Trustee.

Commissioner's Office
Suffolk Co., May 30th 1867

To

William Murray, Estelle Murray and
Mary E. Murray, infants under the age
of twenty one years, suing by Edward
Pearce, their next friend. Complainants
and In Chancery
Edward Pearce and Mary his wife,
Thomas J. Kilby, John R. Kilby, James
Cheeves, and R. C. Whitehead Adminis-
trators of Elisha Murray deceased . . . Defendants

You are hereby notified that I have fixed upon
Tuesday, the 16th day of July, next, if fair, if not, the
next fair day thereafter, (Sunday excepted) to take and
settle, at my office, the following accounts required
to be taken by the decree of Standard Circuit
Court, rendered on the 18th day of April 1867. in
a suit in Chancery depending in said Court; and
in which you are parties, Complainants and
Defendants, to wit:

- First: An Account of the debts due to the defendant
John R. Kilby, under the Deeds of Trust in the
proceedings mentioned, shewing in separate columns
the principal and the interest of said debts,
excluding however in the computation of interest,
the time that elapsed from the date of the sale
of the seventh day of November, 1863, up to the tenth
day of April, 1865. Also an account shewing the
whole debt and interest during the whole period.
- Second: An Account shewing the character, kind and
amount of money paid by the Defendant
Cheeves, and of any expenses incurred by him

under his alleged purchase of the premises in November 1863, and the value of such money, as at the time of such payment.

Third: An Account showing to whom the surplus proceeds of the sales of said lands, if any, after the payment of the said Trust debts, belongs, and in what proportions.

At which above mentioned time and place you are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year first aforesaid.

M. L. Readick
Comm.

Murray & Co.

vs. Exor. Notice

Pearce & Co. & al.

1867 June 5th Executed by
depositing a Copy of the within
Notice to James Cheever

W. F. Scott D. S.
J. H. Patterson Sgt
CP

(A. 1) No. 1.

An Account of the Debts due to John R. Kilby,
under the Deeds of Trust in the proceedings men-
tioned.

1863: Nov: 7	Amo. of debts due this day on Bonds Executed by E. Murray & al. to John R. Kilby, and secured by Deeds of Trust on "Sleepy Hole" farm &c. of 12 th Dec. 1857, & 8 th Jan. 1859.				\$3756. 67
1867: Octo: 12	Int on \$3756. 67 from Apl. 10 th 1865-10 th Octo: 12 th 1867.				\$564. 73

No. 2:

1863: Nov: 7	Amo of Debts due this day on Bonds Ex-ecuted by E. Murray & al. to John R. Kilby and secured by Deeds of Trust on "Sleepy Hole" farm &c. of 12 th Dec. 1857, & 8 th of Jan. 1859.				\$3756. 67
1867: Octo: 12:	Int. on \$3756. 67 from Nov: 7 th 1863. 60 th Octo: 12 th 1867 added				885. 95
	Total Prin. & Int.				\$4642. 62

(B.)

An Account shewing the Character, kind, and amount of money paid by the defendant Cheever, and expenses incurred by him under his alleged purchase of the premises in November 1863, and the value of such money at the time of payment.

1863: Nov: 7	Amo. of Purchase money paid by James Cheever in C. S. Treasury notes for "Sleepy Hole" farm &c. from Thomas J. Kilby, Trustee for John R. Kilby			\$15000. 00
" "	Value of said \$15000. C. S. Treasury notes in <u>gold</u> , at the time of said purchase	\$967. 75		
" "	Value of said \$15000. C. S. Treas'y Notes in U. S. Currency at the time of said purchase	\$1548. 40		
" "	Value of said \$15000. C. S. Treas'y notes in Va. & N. C. Bank money at the time of said purchase	\$6000. 00		
1863: Nov: 7	Amo. of specie Value of said \$15000. C. S. Treas'y. notes, as above	\$967. 75		
1867: Oct: 12	Int. on \$967. 75 - 3 yrs. 11 mos. & 5 days. Added.		228. 24	
" "	Amo. Expended by Jas. Cheever in Traveling Expenses, Clerk's tickets, Atty's fees & U. S. ^{& State} Tax & Rev. Stamp		339. 82	
	Average of Int. on \$339. 82. for 2 yrs & 6 mos.		50. 97	
				\$1586. 78

(C.)

"An Account shewing to whom any surplus proceeds of the sales of said lands, if any, after the payment of the said Trust debts belongs, and in what proportions".

1867: Octo 12	Supposed or Estimated amount for which "Sleepy Hollow" farm &c. will sell upon the terms prescribed in said decree				\$6000. 00
" "	Amo. of debts due Jno. R. Kelly & secured by Deeds of Trust. Nov: 7 th 1863, and Int. thereon from Nov: 7 th 1863, to Octo 12 1867 ~			\$4142. 62	
	Surplus to balance			1357. 38	
				\$6000. 00	\$6000. 00
1867: Octo: 12	Supposed Surplus, brot: down, & to be distributed in the following proportions: 1/3 of this amo. as dower to Mary S. Pearce late widow of E. Munay decd, and now the wife of Ed. Pearce; ^{for life} the same conveyed by Deed from the said Ed. Pearce & Mary S. his wife, to James Cheever, dated July 6 th 1866.)			\$1357. 38	
				452. 46	
				\$904. 92	
	1/3 of this Bal. of \$904. 92. (if not required to pay debts) to Wm. Munay, distributed			\$301. 64	
	1/3 do. do. to Estelle Munay do.			301. 64	
	1/3 do. do. to Mary E. Munay do.			301. 64	
				\$904. 92	\$904. 92

Commissaries Office.

Suffolk, Va. Sep 11th 1867

To the Circuit Court of Nansemond County:

Pursuant to a decree of the Circuit Court of Nansemond County, rendered on the 18th day of April, 1867, in a suit in Chancery depending in the said Court between William Munay, Estelle Munay & Mary E. Munay, infants suing by Edward Pearce, their next friend, Complainants, and the said Edward Pearce and Mary J. his wife, Thomas J. Kilby, John R. Kilby, James Cheever and R. O. Whitehead, administrators of E. Munay, deceased, Defendants — the undersigned, one of the Commissaries of the said Court, to whom was referred for settlement, by said decree, the following accounts: viz:

First: An Account of the debts due to the defendant John R. Kilby under the deeds of Trust in the proceedings mentioned, shewing in separate columns the principal and the interest of the said debts, excluding however in the computation of interest the time that elapsed from the date of the sale of the 7th day of November, 1863, up to the 10th day of April, 1865: Also an account shewing the whole debt and interest.

Second: An Account shewing the character, kind and amount of money paid by the defendant Cheever, and of any expenses incurred by him under his alleged purchase of the premises in November, 1863, and the value of such money as at the time of such payment.

Third: An Account shewing to whom the surplus pro-

ceds of the sales of said lands, if any, after the payment of the said Trust debts, belings, and in what proportions — Reports to the Court that on the 30th day of May, 1867, he issued notices against the several parties aforesaid, requiring them to attend the settlement of the said accounts before him, at his said office, on the 16th day of July, next thereafter, which were returned to your Commissioner duly executed or acknowledged. That the parties aforesaid by their attorneys appeared before your Commissioner in obedience to the said notices, and he thereupon began the stating and settlement of said accounts, and which was continued from time to time until concluded. That in reference to the Trust account directed to be taken, viz: An account of the debts due the defendant John R. Kilby under the deeds of Trust in the proceedings mentioned &c.; he has stated the same (A. No. 1) with interest only computed from the 10th day of April, 1865, to the 12th day of October, 1867 amounting to — Principal \$3756.67 — Int. \$564.73 — And by same account (A No. 2) he has stated the same with Interest computed from the 7th day of November, 1863 to the 12th day of October, 1867 — Principal \$3756.67 — Int. \$88.95 — Total \$4642.62.

Your Commissioner has adopted the statement of this debt filed with the answer of the defendant John R. Kilby, Marked (K.) as substantially correct, and reports the same as the basis of the aforesaid accounts (A No. 1 & No. 2.) In the second account required: viz:

An account shewing the character, kind and amount

of money paid by the defendant Cheever, and expenses incurred by him, &c.

Your Commissioner has stated the account, and reduced the value of the \$15000. in Confederate States Treasury notes paid by the defendant Cheever, to a gold value, a U. S. Currency value, and a Bank note value, as at the time such money was paid. By the former the amount is \$967.75, which with interest thereon from November 7th 1863, to Octo: 12th 1867, \$228.24; and expenses incurred \$39.82, with an average of interest thereon of 2 yrs. & 6 mos. \$50.97 - making a total of \$1586.78.

In the third account required: viz:

An account shewing to whom any surplus proceeds of the sales of said lands, if any, belongs &c.

Your Commissioner has estimated for the sake of the figures alone, that the land may sell for \$6000. & that after paying the said Trust debts and interest, there will be a surplus of \$1357.38 - to be distributed $\frac{1}{3}$ to James Cheever, (who is now the owner of the Dower right of Mary J. Pearce, late widow of E. Murray, deceased, by purchase from the said Mary J. Pearce and her husband Edward Pearce. by deed of 6th day of July, 1866, and duly recorded) for life - amounting to \$452.46 - leaving a balance according to these estimated figures, of \$904.92 to be distributed - $\frac{1}{3}$ to William^{Murray}, $\frac{1}{3}$ to Estelle Murray & $\frac{1}{3}$ to Mary E. Murray Children and distributees of the said Elisha Murray dead. provided the said balance is not required to pay debts.

Your Commissioner deems it pertinent to report specially the following facts, which are established, and upon which he has formed his conclusions: That the debts and interest secured by the deeds of trust to the defendant John R. Kilby, on the 7th day of November, 1863, amounted to \$3756.67: That on the 7th day of November, 1863, by direction of the Creditor and with the concurrence of the widow Mary J. Murray, (now Pearce), the Trustee Thomas J. Kilby sold the lands conveyed by said deeds of trust, to James Cheever for \$15000. paid in U. S. Treasury notes - worth at the time \$6000 - in Bank money, and that the said Trustee made a deed to said Cheever for said lands with special warranty, and that the said deed was duly stamped and recorded, but was afterwards destroyed by the burning of the Clerk's Office of Vansemead County, with the books and papers therein on the 7th day of February 1866 - and that on the 22 day of March following the said Thos. J. Kilby, Trustee, executed another deed declaring and confirming the said former conveyance of said lands made by him to James Cheever, which was also recorded and a copy filed with the papers in this cause: That with \$9391.67 part of the money (\$15000. in U. S. Treas. notes) paid by said defendant Cheever, the said Trustee, in pursuance of an arrangement made with the defendant John R. Kilby, and the widow - then, Mary J. Murray - purchased Bank notes to the amount of \$3756.67, which was paid over to the defendant John R. Kilby in full satisfaction and discharge of the debts secured to him by the aforesaid

Deeds of Trust; and that \$1250 of the remainder of the \$15000. in C. S. Ready, notes, was used to buy \$500 in Bank money, which the said Mary J. Murray had agreed to accept as a full commutation for the value of her dower interest in said balance of the purchase money; That the ^{said} widow did not then receive the said \$500 in Bank Money, but that she and her husband Edward Pearce - since married - have agreed to accept, and have accepted \$150. in U. S. Currency for and in full satisfaction of said dower interest - which has been conveyed as before mentioned, to James Cheever: And that the remainder of the purchase money, after paying Commissions and expenses, was placed on Deposit in one of the Banks at Petersburg, by said Trustee, but which is now worthless.

In all these transactions your Commissioner can see no traces of bad faith, but on the contrary every disposition upon the part of those interested, to deal fairly and to the best advantage, for all parties, under the circumstances of the case. The defendant John R. Kilby does not claim anything more than he has received \$3786.67 in Bank money, on the 7th day of November, 1863. - and it seems to your Commissioner, that in equity, the defendant James Cheever is substituted for the defendant John R. Kilby, as it was the former's money that paid the debt due to the latter, and for which, as the former sale has been set aside, the said lands are still bound under the aforesaid deeds of Trust - and that he should receive back this amount

of \$3756.67, and with interest thereon from the said 7th day of November, 1863. It is very clear to your Commissioner that this interest should be allowed the defendant Cheever, who has been substituted by these transactions for the defendant John R. Kilby, as he has never enjoyed the benefit of the land, neither in use or rent. The Complainants, with the defendants Edward Pearce & Mary J. his wife - the latter which a widow, and since with her said husband, having occupied the said land, ever since the said 7th day of November 1863, and without paying rent, or in any other way for the use of the same. There is no doubt that if the sale to Cheever had not been made, and the sale as now made ^{was} by the direction of the Court at the suit of the defendant John R. Kilby, that the latter would be clearly entitled to the accumulated interest upon the debts due him - but which are now really due to the defendant Cheever. No circumstances of the case in question would justify an abatement of interest, in the opinion of your Commissioner.

The Commissioner further reports to the Court that after the completion of the said accounts, he retained the same for ten days for the examination of parties, during which time no exceptions were filed thereto; and now, the said accounts with the evidence, and the decree and notices relating thereto, are herewith returned.

Given under my hand, as Commissioner aforesaid,
said, the day and year first aforesaid.

H. L. Piddick
Comm.

Costs:

Commissioner's fee \$30.00

Sergt. City of Petersburg.

J. H. Patterson

} .50
\$30.50

Wm Munday sal. infant
by next friend.

17: Z. Commins Rept. to.

Ed. Pearce et ux sal.

1867. Sept. 11th. CLK

Manay & Notes
Pearson & wife &c.

The plaintiff insists that the defendant Cheever, if entitled at all, to the amount found due to the defendant Geo A Kelly, to wit the sum of \$3756.67, is not entitled to any interest thereon, for the reason that Kelly having been, as he admits, paid the aggregate of his debts or claims, to wit the sum of \$3756.67, that he has now acquired all interest thereon; that if Cheever claims to be substituted to Kelly, he has no greater or better claim than Kelly, and is not entitled to interest except from the time of the recent re-sale of the land, and that therefore the plaintiff are entitled to all the proceeds of that re-sale, over and above the principal sum of \$3756.67, due to Kelly, that is to say to the difference between that sum, and the sum of \$4661.30 the net proceeds of said re-sale. The whole amount paid by Cheever originally (See Comr Riddies report) reduced to present value was \$1548.40, and since he can not complain if he get \$3756.67.

The Plaintiff, although believing that Cheever is only entitled to \$1548.40, in justice, would be content to accept the disposition of the case as tentatively above by decreeing to Cheever the \$3756.67,

4900

3756.67
1548.40
\$5305.07

Munay son

by B. Noth

Penner & wife das

Bikha & Bhabhi
behave kg.

From. Bhabhi's report is
expected to be the
same between and for
the reason given in
the note

4420.68. B. Noth
kg.

with us in house as before and -

At Bhabhi's for
the Plaintiff

KNOW ALL MEN BY THESE PRESENTS, That we *Thomas J. Kilby*
and *John R. Kilby*.

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA, in the just and full sum of
Five thousand dollars, to the payment
whereof well and truly to be made to the said Commonwealth, we bind ourselves, and each of us,
our, and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents. Sealed with our seals, and dated this *17th* day of *September* in the
year one thousand eight hundred and *septy-seven*, and in the *92nd* year
of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound
Thomas J. Kilby, who was, by a decree of the Circuit Court of *Harrison*
County, pronounced on the *18th* day of *April* *1867*, in the cause of *William*
Murray & *rel: infants* ^{*Plaintiffs*} against *Edward Leroy Kemp* & *rel: Defendants*, appointed
a *Special Commissioner*, to make sale of *Arthur Rice* Estate, in said cause described
under said decree or any future decree that may be pronounced in said cause
shall faithfully discharge the duties of his said trust, then the above obligation to be void, or else
to remain in full force and virtue.

Executed in presence)
of *P.B. Prater*)



Thos. J. Kilby
John R. Kilby

SEAL.

SEAL.

SEAL.

SEAL.

SEAL.

Thomas J. Kelby, Commth

To \$ Bond

Commenced Th.

Sept^r: 17th 1867

Statement X.

Gross amount of sales of Land, \$4,900.00

Costs of Plaintiffs, estimated, \$248.10

" " Defendant, bidders, " 24.50

Item of Expenses, &c., in No.

2, Mc. B. 390.79

Rent for the year 1867, from
the 14th day of October, A.D. 1867, 52.09

Debt due defendant bidders, per
Mc. A, No. 2, 4642.62

Bal: due defendant, bidders, 458.10
\$358.10 - \$358.10

To the above bal: due def., bidders, \$ 458.10.

Wm. Murray Del.

Ed: ^{V.} Pierce Del.

Statement X.

At a Circuit Court. held for Hanson on do County, on the
18th day of April 1867.

William Murray, Estelle Murray and Mary E. Mur-
ray, infants under the age of twenty one year, suing
by Edward Peace, their next friend. Complainants
against } In Chancery.

Edward Peace and Mary J. his wife, Thomas J. Kelly, John
R. Kelly, James Cheever and R. O. Whitehead administrators
of Elsie Murray deceased. Defendants

The Bill of the Complainants, having been regularly taken for confessed at the Rules
as to the defendants Edward Peace and Mary J. his wife and R. O. Whitehead adm-
inistrators of Elsie Murray deceased, and they still failing to appear and answer,
this cause, came on this day to be heard upon the Bill, the answers of the Defendants
Thos. J. Kelly, John R. Kelly and James Cheever this day filed by leave of the Court, general
replication to the said answers and exhibits filed, and was argued by Counsel: On
consideration whereof the Court without affecting the injunction awarded in this
cause, on the twenty fifth day of December 1866, and being of opinion that the sale
made by the Defendant Thos. J. Kelly as Trustee of the "Sleepy Hole Farm" and the inter-
est in the Crofs Swamp attached in the Bill and proceedings mentioned on the day
of November 1863, was illegal, doth adjudge, order and decree that the said sale be
and the same is hereby set aside and declared to be null and void. and the Court,
being satisfied that the interest of the parties will be promoted thereby and all the
adversaries consenting thereto doth further adjudge, order and decree that Thomas J.
Kelly, who is hereby appointed special Commissioner for the purpose, do proceed to sell
the tract of land, in the Bill and proceedings mentioned known as "Sleepy Hole Farm"
and interest in Crofs Swamp with the rights, privileges and appurtenances thereto belong-
ing at public auction, to the highest bidder, after first giving at least twenty
days notice of the time and place of said sale, by publication in the Christian-
Sun, a newspaper published at the Town of Suffolk Virginia, and in the "Herald
Journal" published at Norfolk City, and by notices posted in the neighborhood, upon
the following terms, to wit: One fourth cash, the balance upon a credit of six, twelve
eighteen months and two years, taking from the purchaser, bonds, with sufficient
security. For the deferred payments, payable to himself as such Commissioner, bearing
interest from the day of sale, from which time, the purchaser will be entitled to the profits
of the premises, or to the rent thereof until the first day of January 1868, at which
time possession will be given and retaining the title until the further order of the Court,
and the said Thomas J. Kelly, is directed to report his proceedings under this decree,
to the Court, filing therewith the vouchers therefor, and the bonds of the purchaser of the said
land. And the Court, doth further adjudge order and decree, that a Commissioner of this Court
take the following accounts, to wit:

First, an account of the debts, due to the defendant John R. Kelly under the Bonds of Trust
in the proceedings mentioned, showing in separate columns, the principal and the interest
of the said debt, excluding however in the computation of interest, the time that elapsed
from the date of the sale, of the seventh day of November 1863, up to the tenth day-

of April 1865. also an account shewing the whole debt and interest, during the whole period.

Second. An account shewing the character kind and amount of money paid by the Defendant Cheever, and of any expenses incurred by him under his alleged purchase of the premises in November 1863 and the balance of such money as at the time of such payment.

Third. An account, showing to whom the surplus proceeds of the sales of said lands of any, after the payment of the said Trust debts belong and in what proportion. Which accounts the said Commissioner is directed to state, settle and to the Court report, together with any matters specially stated, deemed pertinent by himself, or which may be required by either party to be so stated. But this decree as to the said sale, is to be suspended, until the said Thomas S. Kelly shall give Bond in the Clerk's Office, and before the Clerk of this Court, in the penalty of Five Thousand Dollars, with sufficient security, payable to the Commonwealth of Virginia and conditioned faithfully to perform the duties of his office as Commissioner aforesaid, under this or any future decree that may be pronounced in this cause.

A Copy:

Teste,

Peter B. Prentiss. Clerk

Edmund Pearce Clerk

or J. Geo. Moore

William Murray Jr.

X

To the Circuit Court of Hansemond
County.

The undersigned respectfully
reports to Court, that pursuant to the decree
of the said Court pronounced on the 18th
day of April 1867, in the Cause therein
pending wherein ^{plamteff} ~~defendants~~ Munday & others
^{defendants} and Edward Pearce & others
he proceeded to advertise the "Sleepy
Hole farm" & Interest in the Cisp
swamp Land, attached thereto, in
the mode directed by said decree, and
did on the 14th day of October 1867
sell at auction before the Court house
door of Hansemond County, (being County
Court day) the said Land on the terms
set forth in said decree, when
the same was purchased by James
Chivers, at the price of forty nine
hundred dollars (thus) \$4900.00

The costs & expenses being as
follows - 5 per cent. Com^d.

on \$300 -	\$15.00
\$2 per cent on \$4600 bal ^y	92.00
" Sheriff	3.00
" attorney &	16.00
" Clerk's fees	25.00
" Crier	5.00

Car^d. on \$156.00 \$4900.00

and. but on	\$156:00	\$4900:00
" Comrs. fee	30:50	
" advertising	41:60	
" retained for deed stamps	10:00	\$238:10
Balance		\$4661:90

which the purchaser will provide for
and a further report will be made
by the undersigned hereafter.

14th October 1867 } *Thos J. Kelly*
Covr.

Further report rendered unnecessary by subsequent
proceedings in the case. Comr

Murray &
vs. } Com
Report
of Sale

Pearce &

1867

~~Not a Deed~~

filed 15 Oct. 1867

At a Circuit Court held for Hanson and County the 15th:
day of October 1867.

William Murray, Estelle Murray and Mary E. Murray }
infants under the age of twenty one years suing by Edward }
Peace, their next friend. } Complainants

against } In Chancery.

Edward Peace and Mary J. his wife Thomas J. }
Killy John R. Killy, James Cheever and R. O. White- }
head, administrators of Elsie Murray deceased. Defendants }
This day the Special Commissioner Killy appointed by the
decree of the 18th day of April A D 1867. made her
report, which is ordered to be filed: then this cause
came on to be heard on the papers formerly read, the
said report, and the report of Commissioner Reddick
which has been returned more than thirty days
and to neither of which reports, has any exception been filed
and was argued by Counsel: On Consideration whereof the
Court, not now confirming either of the said reports, doth-
ly and with the consent of the defendant John R. Killy.
made in Court, and now here entered of record, ad-
judge order and decree that the defendant James
Cheever, he and he heirs is substituted to all the rights
of the said John R. Killy in and to the Court debt on
the proceedings mentioned due by the deceased Elsie
Murray, in the pleadings named in his lifetime to
the said John R. Killy, and the interest accrued and to
accrue due thereon, and it being manifest from the
said reports, that the larger portion of the said proceeds

of the Sale, made by the said Commissioner Kelly, will probably
be required for the payment of the said debt and interest
and it being conceded in the pleadings, that the said
defendant James Cheever the reported purchaser is entitled
to the dower rights formerly of the defendant Mary I Pearce, in
whatever except there may be of the said proceeds of Sale over and
above the said debt and interest, the Court doth further adju-
dicate, order and decree that the said James Cheever the said
reported purchaser, instead of the one fourth part of the pur-
chase money of the real estate sold by the said Commissioner
Kelly as by him reported as aforesaid, pay down in cash
the sum of Two Hundred and Thirty eight dollars and Ten
cents; That as to the residue thereof and the deferred payments
of the said purchase money, the said James Cheever be relieved
from giving bonds until the further order of this Court. That the
defendant Edward Pearce do deliver the possession of the said tract
of land called "Sleepy Hollow Farm" and other the premises sold
in his possession to the said James Cheever on the 1st day of Janu-
ary AD 1868, and in default thereof that the injunction heretofore
to wit: on the 25th day of December AD 1868. awarded to stand
and be dissolved as an act of this day, and that if he refused
to the said Commissioner Reddock to take an account of what
may be a proper rent for the said premises for the year 1867, and in so doing
to estimate how much thereof shall be paid up to the 14th day of October
instant, and how much thereof shall be paid from the said 14th day of
October instant, till the first day of January next, and it is ordered
that the further consideration of this cause be adjourned and any of the
parties are to be at liberty to apply to the Court, as they may be advised.

Attest: Peter B. Prentiss. Clerk

Commissioner's Office

Suffolk, Va. Nov: 1867

600/100

To

William Murray, Estelle Murray and
Mary E. Murray, infants under the
age of twenty-one years suing by Edward
Pearce, their next friend Complainants

and 3 in Chancery

Edward Pearce and Mary J. his wife
Thomas J. Kilby, John R. Kilby, James
Cheers and R. C. Whitehead, adminis-
trator of Eliza Murray deceased. Defendants

You are hereby notified that I have ^{fixed} upon the 23rd
day of January, 1868, (Thursday) if fair, if not
the next fair day thereafter (Sunday excepted) to
take and settle, at my office, the following account:
"An Account of what may be a proper Rent for
the said premises" (in the proceedings mentioned) - "for the
year 1867, and in so doing to estimate how much thereof
shall be paid up to the 14th day of October, instant.
and how much thereof shall be paid from the said 14th
day of October-instant, till the first day of January
next - (1868) - required to be taken by the decree of ^{Nauvoo and} ~~the~~
Circuit Court, rendered on the 15th day of October, 1867, in
a suit in Chancery depending in said Court, and in which
you are parties, Complainants and defendants; at which time
and place you are required to attend.

Given under my hand, as Commissioner in Chancery of the said Court,
the day and year first aforesaid.

M. L. Radcliff
Comm.

1867 Nov. 28. Service acknowledged

John R. Kelly brook

At Bala for Mr.

S. D. Hays ^{any} for Chever

State of Virginia

Nauvewind County, to wit:

Personally appeared before me,
H. L. Riddick, a Notary Public in & for said
County and State, Richard A. Channell
of said County, who being sworn, deposes and
saith that he ~~was~~ well acquainted with the farm
or known as "Sleepy Hole" at the beginning of
the year 1867 - that he had occasion to visit and
examine said farm at the beginning of that year,
~~and found it in bad order~~ with a view to renting
said place for that year. That he found the
said farm in bad condition from want of ^{proper} fences &c.
but that if he could have got quiet and peace-
able possession of said place and could have
commanded the necessary capital and teams for
the working of said farm, he would have been
willing to have paid Two Hundred & fifty dollars
a rent for said farm and wharf attached
thereto, for the year 1867, and thinks said sum
would have been a fair rent for the same.

Sworn to this 26th day of August
1868.

H. L. Riddick,
N. P.

Commissioner's Office
Suffolk, Va. August 27th. 1868
To the Circuit Court of Hanseman County:

Pursuant to a decree of Hanseman Circuit Court, rendered on the 15th day of October 1867 in a suit in Chancery depending in the said Court between William Murray & others, infants suing by Edward Pearce, their next friend Complainants, and Edward Pearce and others defendants. The undersigned, one of the Commissioners of the said Court, to whom was referred for settlement, by said decree "an Account of what may be a proper rent for the said premises for the year 1867, and in so doing to estimate how much thereof shall be paid up to the 14th day of October instant, and how much thereof shall be paid from the said 14th day of October instant, till the first day of January next" reports to the Court that in obedience to said decree he issued notices to the several parties requiring them to attend the settlement of the said account, before him, at his said Office, on the 23rd day of January, 1868, which were returned to your Commissioner duly acknowledged.

That on the day aforesaid, the parties did not appear and the taking of the said account was adjourned and continued, from day to day, till now when completed

That he finds and reports that the Rent of the premises in the proceedings mentioned, known

as the "Sleepy Hole Farm" and its appurtenances, for the year 1867, to have been worth Two Hundred and fifty dollars; that the rent of said premises up to the 14th day of October, of that year, at the above rate is One Hundred and ninety seven dollars and ninety one cents (\$197.91) and from the said 14th day of October, to the first of January following, is Fifty two dollars and nine cents (\$52.09)

Your Commissioner herewith returns copy of Decree and Notices, with the evidence relating thereto.

Given under my hand ~~the~~ Commissioner aforesaid ~~the~~ day and year first aforesaid.

W. L. Radick
Comm.

Commissioner's fee \$10-

William Munay & al:
vs { Com. Rep. (2nd)
Edward, Paine & wife & al:

1868 Sept. 8th Fil. 5
clh:

Commissioner's Office

Suffolk, Va. August 27th. 1868.

To the Circuit Court of Nansemond County:

Pursuant to a Decree of Nansemond Circuit Court rendered on the 15th. day of October 1867. in a suit in Chancery depending in the said Court, between William Murray & others, infants, suing by Edward Pease, their next friend, Complainants, and Edward Pease and others, Defendants. The undersigned, one of the Commissioners of the said Court to whom was referred for settlement, by said decree "An account of what may be a proper rent for the said premises for the year 1867, and in so doing to estimate how much thereof shall be paid up to the 14th. day of October instant: and how much thereof shall be paid from the said 14th. day of October instant till the first day of January next," reports to the Court, that in obedience to said decree, he issued notices to the several parties, requiring them to attend the settlement of said account before him, at his said Office, on the 23rd. day of January 1868, which were returned to your Commissioner duly acknowledged: That on the day aforesaid, the parties did not appear and the taking of said account was adjourned and continued from day to day, till now when completed. That he finds and reports that the rent of the premises, in the proceedings mentioned, known as the "Sleepy Hole Farm" and its appurtenances for the year 1867, to have been worth Two Hundred and fifty dollars: that the rent of said premises up to the 14th. day of October of that year, at the above rate, is One Hundred and ninety-seven dollars and ninety-one cents

715.48

5358.00
4900.00
458.00

(197:91) Due from the said 14th day of October to the first of January following, is Fifty-two dollars and nine cents (\$52.09).

Your Commissioner herewith returns copy of Record and notices, with the evidence relating thereto.

Given under my hand as Commissioner aforesaid, the day and year first aforesaid.

W. L. Riddick
Comr

Commissioner's fee \$10.-

A. Copy

Teste,

Peter B. Prentiss, Clerk.

Wm. Murray Del.

Ed: Pearce Del.

Copy of Comr's Rep.

Wm. Murray & al: pr: frd
 vs J Chy: suit pending in Cir: Co: Mansfield Co:
 Edward Pearce & al: dal:

Plaintiffs Costs

Clerk . . . \$25.00
 Attor: fe . . . 16.00
 Shff. . . 2.50
 Spt. Petersburg . . . 50
 Commr: in chg . . . 30.50
 \$74.50

Deft: Chievers Costs \$9.50
 \$3.50 paid by M. Kelly & \$6
 paid James Chievers (see betterly sent out
 which will show)

There is a 2^d Report which was filed by Commr: W. L. Reddick
 on the 8th Sept: 1868 - the fee for which, as noted is \$10 - this
 fee, I presume has not been paid -

4661.90
 24.50
 4637.49

The land was sold by the Commr: for \$4900.00

The following are the items of Charge in the
 report of Commr: of Sale

5 pr: ct: Commr: on \$300 . . \$15.00
 2. " " " \$4600. . . 92.00
 (or above) . . . 74.50
 Crier . . . 5.00
 advertising . . . 41.60
 returned for beer & stamps. 10.00 = 238.10
 Balance — \$4661.90

Sullo. Va. Octo: 1/68

Genl:

Please find on the other side of this for the same, cards to be sent, by Mr. J. H. Murray, Esq. Pearce & Co. sent, as usual, to express - contained in your letter of yesterday.

Very respectfully

Wm. S. D. & H. H. H. H.

Peter B. Pearce

Wm. S. D. & H. H. H. H.

Wm. Murray Esq.

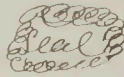
Ed. Pearce Esq.

Bill of Costs.

Whereas Elisha Murray and wife by their deed of Trust dated the 12th day of December 1857 & the said Elisha Murray by a subsequent deed of Trust dated the 8th day of January 1857 and both deeds duly recorded in the Clerk's Office of Henremon County, did convey unto Thomas J. Kelly, the Trustee therein named, a tract of Land in Henremon County, & on the East Side of Henremon River, called and known as the "Sleepy Hole farm", & containing Two hundred and thirty-nine acres, more or less; also the right and privilege attached & belonging to said farm, in the Cross Swamp Lands adjoining the said Lands, in order to secure to John R. Kelly, &c. certain debts set forth & named in said deeds: And whereas by authority of said John R. Kelly, and the consent of Mary J. Murray (widow of said Elisha Murray, he being dead) the said Lands were, on the 7th day of November 1863, duly sold, after extensive circulation of advertisements, and was purchased by James Cheeves, of the City of Petersburg, for fifteen thousand dollars: And whereas a deed in the usual form with special warranty, was duly executed by the said Thomas J. Kelly, as Trustee aforesaid to the said James Cheeves, for said Lands and privileges & appurtenances & which was duly recorded in the Clerk's Office of Henremon County Court: And whereas by fire on the 7th day of February 1866, the Clerk's Office of said County & the records therein, including the said original deed to the said James Cheeves, were destroyed: Therefore this writing is now signed and executed to make a record of the said facts and to assure the title to the said property to the said Cheeves. Now therefore this writing made this

22^d day of March 1866. between the said Thomas J. Kilby, as Trustee aforesaid of the one part, and the said James Cheeves of the other part, Witnesseth, that the said Thomas J. Kilby, as Trustee aforesaid, doth in consideration of the premises, quit all claim he may in any manner, as Trustee aforesaid, or otherwise, have to the said Lands, unto the said James Cheeves and to his heirs and assigns forever. and does hereby declare that the said Lands were sold and purchased as aforesaid

Witness the following Signature and Seal.

Thos. J. Kilby Trustee 

In the Clerk's Office of Newremond County Court, the 17th day of April 1866.

This Writing was acknowledged by Thomas J. Kilby, Trustee, and thereupon admitted to record.

Teste,

Peter B. Prentiss. Clerk.

A Copy,

Teste,

Peter B. Prentiss. Clerk



Thomas J. Kilby, Trustee

To Copy Clerk

James Cheeves

"A."

Wm Murray & al. infants, by next friend, Plaintiffs,

Edward Pearce & al.

Defendants

This cause came on this day, to be again heard on the papers formerly, and the report of commissioner W. L. Riddick, returned on the 8th day of Sept. A.D. 1868, to which no exception has been filed, and was argued by counsel: On consideration whereof the court doth adjudge, order and decree, that so much of the said commissioner's first report as is embraced by No. 2, of Account (A), therein mentioned, and the item in said No. 2, Account (B), stated as follows: "Amo. Expended by Jas. Chieves in Travelling Expenses, to be paid etc, Atty's fees & U. S. & State tax and Revenue Stamps, \$339.82, Average interest on \$339.82 for 2 yrs & 6 mos. \$50.97", making \$390.79, and the said second report of the said commissioner, W. L. Riddick, be confirmed, and that the report of special commissioner ^{Thomas J.} Kirby, and the sale therein mentioned be confirmed; and it appearing to the court, that the amount due the defendant, James Chieves, together with the costs of this suit, as well plaintiff's as the ^{said} defendant, James Chieves's, ~~which have been paid by the said defendant~~ ~~as to James Chieves, and which still remain due of the said land~~ ^{paid}, exceeds the amount of the said purchase money, as per statement X, ~~adopted~~ ^{prepared} at the bar and adopted by the court, the court doth further adjudge, order and decree, that the said defendant,

Chieves, be not required to give bond and security for the balance of the said purchase money, after deducting therefrom the sum of two hundred and thirty eight ¹⁰/₁₀₀ directed to be paid by him by the decree of the October term of this court, AD. 1867, and that the said balance be retained by the said defendant, Chieves, and applied to the said debt, interest and costs. And, by and with the consent of the said defendant, James the Chieves, the court doth adjudge, order and decree, that the said special commissioner ^{Thomas J. Hilby}, do, by deed, with special warranty, convey the land by him sold and mentioned in his report aforesaid, to John H. Machlin, in fee. And the court doth further adjudge, order and decree, ^{payment of the costs} that the ~~said~~ commissioner, ^{Thomas J.} Hilby, ~~do apply the said sum~~ ^{do} ~~pay~~ ^{pay} ~~use~~ ^{use} of ~~\$238.10~~ ¹⁰/₁₀₀, made by the said defendant, Chieves, to the payment of the said costs, according to the statement made by him, ^{Thomas J.} the said Hilby, in his said report, ^{as approved} and the cause is ordered to be removed from the docket.

off \$238.10
as made by

Wm. Munay Del.

Ed. Pearce Del.

Done.

Oct. Court 1868

To be entered.

Rich. G. Baker

Enter

Murray et als. by Orest Friend

vs



1st Dence

Pearce and Wife et. als.

The Bill of the Complainants having been regularly taken for confessed as the Rules, as to the Defendants. Edward Pearce and Mary J. his wife, and W. D. Whitman Amintors. If Eliza Murray deceased, as they still failing to appear and answer, this Cause came on this day to be heard, upon the Bill, the answers of the Defendants Thos J. Kelly, John R. Kelly, and James Cheever, this day filed by leave of Court. general replication to the said answers, and exhibits filed, and was argued by Counsel: On consideration whereof, the Court without affecting the injunction awarded in this Cause on the 25th of December 1846, and being of Opinion, that the sale made by the Defendants Thomas J. Kelly as Trustee, of the "Sleepy Hole Farm" ^{& the interest in the crop thereof} ~~in~~ ^{"attached"} the Bill and proceedings mentioned, on the - day of Nov 1843, was illegal, doth adjudge order, and decree, that the said sale be, and the same is, hereby set aside, and declared to be null and void; And the Court being satisfied, that the interest of the parties will be promoted thereby, (and all the adult parties consenting thereto) doth further adjudge order and decree, that Thomas J. Kelly, who is hereby appointed special Commissioner for the purpose, as provided to sell the

tract of Land in the Bill and proceedings men-
tioned, known as "Sleepy Hole Farm", ^{& interest in crop and} with the
rights, privileges and appurtenances thereto belong-
ing, at public auction to the highest bidder,
after ~~the~~ first giving at least twenty days notice,
of the time and place, of said sale, by publi-
cation in the "Christian Sun", a news paper
published at the town of Suffolk V.^a, and in
the "Norfolk Journal" published at Norfolk City,
and by notices posted in the neighborhood,
upon the following terms to wit: One fourth
Cash, the balance upon a credit of six, twelve,
eighteen months, and two years, taking from the
purchaser, bonds with sufficient security, for the
deferred payments, payable to himself as such
Commissioner, bearing interest from the day of
sale, from which time the purchaser will be answer-
able ^{or to the rent thereof until the 1st day of January 1868, at which time possession} to the possession of the premises, ^{will be given} and re-
taining the title until the further order of the
Court, And the said Thomas J. Kelly is di-
rected to report his proceedings under this decree
to the Court, filing therewith the vouchers therefor,
and the bonds of the purchasers of the said
land. ~~xxxx~~ ~~the~~

And the Court doth further adjudge order
and decree, that a Commissioner of this Court,
take the following accounts to wit:

^{1st} First, an account of the debts due to the

Defendant John R. Kilg, under the head of Trust in the proceedings mentioned, showing in separate columns, the principal and the interest, of the said debts, excluding however in the computation of interest, the time that elapsed from the date of the sale of the 7th day of November 1843.

up to the 10th of April 1845. also an account showing the whole debt & interest during the whole period.

2^d. An account showing the Character kind and amount of money paid by the Defendant Chivers and of any Expenses incurred by him in the ~~purchase~~ under his alleged purchase of the premises in Nov 1843, and the value of such money, as at the time of such payment

3^d. An account showing to whom, the surplus proceeds of the sales of said ^{lands} if any, after the payment of the said Trust debts, belong, and in what proportions:

Which accounts ^{the} said Commissioner is directed to state, settle, and to the Court ~~report~~, together with any matters specially stated, deemed pertinent by himself, or which may be required by either party, to be so stated.

But this decree as to the said Sale, is to be suspended, until the said Thomas J Kilg, shall give Bonds, in the Clerk's office before the Clerk of this Court, in the penalty of Five Thousand Dollars, with sufficient security, payable to the

X
Almay to next pica
M. ~~W~~ Deere
Pence & H.

To be on hand
P. H. B.

Entered

We consent to this
deem
Whitehead &
apc. 16. } Deere & H.
1867. }
B

Commenced by Virginia, and continued forth-
with to perform the duties of his office, as Commissioner
aforesaid, under this, or any future decree that
may be pronounced in this cause:

W^m Murray & al.

v.

Edward Pearce & wife & al. Kilby.

This, ^{day} the special commissioner, appointed by the decree of the 18th day of April, A.D. 1867, made his report, which is ordered to be filed. Then this cause came on to be heard on the papers formerly read, the said report and the report of commissioner, Riddick, which has been returned more than thirty days, and to neither of which reports has any exception been filed; and was argued by counsel: On consideration whereof the court, not now confirming either of the said reports, doth, by and with the consent of the defendant, John R. Kilby, made in court and now here entered of record, ~~as judge, order and decree,~~ that the defendant, James Bieves, he and he hereby is substituted to all the rights of the said John R. Kilby in and to the trust debt in the proceedings mentioned due by the decedent, Elisha Murray, in the pleadings named, in his lifetime, to the said John R. Kilby, and the interest accrued and to accrue due thereon; and, ~~the court~~ it being manifest from the said reports that the larger portion of the said ~~proceeds~~ proceeds of the sale made by the said commissioner, Kilby, will probably be required for the payment of this said debt and interest, and it being conceded in the pleadings that the said defendant, James Bieves, the reported purchaser is entitled to the dower rights formerly of the defendant, Mary J. Pearce, in whatever excess there may be of the said proceeds of sale over and above the said debt and interest, the court doth further ^{as judge, order and decree} that ~~with~~ the said James ^{Bieves} ~~Pearce~~, ^{the said reported purchaser} instead of the one fourth part of the purchase money of the

real estate sold by the said commissioner, Kilby, as by him re-
ported as aforesaid, pay down in cash the sum of Two Hundred
and Thirty Eight ¹⁰/₁₀₀ Dollars, ; that as to the
residue thereof and the deferred payments of the said
purchase money, the said James Chieves be relieved
from giving bonds until the farther order of this court;
that the defendant, Edward Pearce, do deliver the pos-
session of the said tract of land, called "Sleepy Hole
Farm" and other the premises sold in his possession,
to the said James ~~Pearce~~ Chieves, on the 1st day of
January, A.D. 1868, and in default thereof that
the injunction heretofore, to wit, on the 25th day
of December, A.D. 1866, ^{awarded} do stand and be dissolved
as an act of this day; and that it be referred
to the said Commissioner, Riddick, to take an
account of what may be a proper rent for the
said premises for the year 1867, and in so
doing to estimate how much thereof shall
be paid up to the 14th day of October instant
and how much thereof shall be paid from the
said 14th day of October instant till the first
day of January next. and it is ordered that the further
consideration of this cause be adjourned; and any of the ^{are} parties to be at
liberty to apply ~~to the court~~ as they may be advised.

I consent to so much of the foregoing
decree as affects me or my interests.

John R. Kilby

Wm Murray Del.

^{r.}
~~Edw~~ Pearce Dep. Del.

1867

Oct Ch. Deere

To be entered.

R. H. Baker

Entered

The answer of James Chivers to a Bill in Chancery exhibited in the Circuit Court of Stanswold County by W^m Murray Sal. against Edward Peace Sal.

This Respondent saving &c. says, That on the 7th Nov. 1863 he purchased the premises referred to in the Bill of Thomas J. Kilby trustee for fifteen thousand dollars, and paid him therefor in Confederate treasury notes, and received of him a deed in the usual form for said premises; which deed he retained till after the surrender of Gen. Lee in April 1865 and then had the same recorded in the Clerk's office of Stanswold County Court, after duly stamping the same - That when the Clerk's office of said County was burnt on the 7th day of February 1866, the original of said deed and the Book wherein the same was recorded were destroyed by fire, and that thereafter the said Thomas J. Kilby, trustee as aforesaid executed the writing referred to in the Bill, which this Respondent is advised & charges to be ample to convey the title to said premises to this Respondent.

That after the purchase aforesaid he appointed John R. Kilby his agent to look after and superintend the same, with directions to allow Mrs. Murray & children to remain on the premises subject to the orders of this Respondent - That the

was now then going on, and as they had no place
to go to, he allowed them to remain free of
charge; That for two years this Respondent
allowed said Mr. Murray & children to
remain, and intending to make some ar-
rangement to have the place cultivated, he, early
in the spring of 1866, visited the place with
said John R. Kilby, and found the said Mrs.
Murray had recently been married, and
in conversation with her, then husband, Edward
Pearce, soon found him disposed ~~leave~~ not to
leave the premises, - Finding he could do
nothing, he left, with directions to said John
R. Kilby to take the necessary steps to dispossess
said Pearce, should it become necessary to
do - That a warrant of unlawful detainer
was finally brought against said Pearce &
a verdict rendered against him, which
has been enjoined by the Bill in this case

This Respondent is advised and says
that his title is good, that he is entitled to the
possession of the premises and damages
for its detention - That any 'stay Law' on
which the plaintiffs may rely to keep this
Respondent out of possession, or to defeat his
title under such sale, is unconstitutional
null and void - This Respondent refers
to the answer of John R. Kilby filed in

the cause and adopts the same as part of
his own, and prays that the said sale
may be ratified and confirmed, and
he placed in possession of the said premises, —
signed James Chieves

City of Petersburg to wit:

I Rich^d. G. Dykman a Notary
Public in and for said City do certify that
James Chieves whose name is signed to the
foregoing answer, personally appeared before
me in said City & made oath that the foregoing
answer contains the truth to the best of
his knowledge & belief

Given under my hand this 26th
day of March 1867

Rich^d. G. Dykman
Notary Public

Murray &c

7

Pearce &c

Answer of
Jas. Chivers

Statement of sale of the "Sleepy Hole farm" on Kanawha
river, Kanawha County Va. belonging to Elisha Murray
made by authority of two deeds of Trust executed by said
Murray wife, respectively, on the 12th day of Dec 1857 & on the 8th
day of Jan'y 1859 to Thomas J. Kilby, trustee for John R. Kilby
— sale made 7th Nov. 1863 to James Cherry esp. of Petersburg
for the sum of

\$15,000 00

in Confederate money — which by agreement
with the said John R. Kilby & Mrs. Murray acting
for herself & children (her said husband
being dead) was converted into Bank
money sufficient to pay the debt remaining
due of \$3756.67 — Taking 2 1/2 of
Confederate money for one of Bank
money — making

\$9391. 67

\$5608. 33

To expenses of Trustee in travelling &c.

to effect such sale

\$85. 00

To 5 per cent Com? on \$300.

15 00

" 2 " on \$14,700 Balan

294. 00 \$ 394. 00

\$5214. 33

Out of which sum I purchased for
Mrs Murray on acct. of the claim of
Dover in said Balance \$500 in
Bank money at the reserve C 2 1/2 for one making

1250 00

Leaving \$3964. 33

in the Trustee's hands in Confederate money
and deposited in Bank at Petersburg.

1863 Nov. 7 Rec^d of Thos. J. Kilby Trustee as above
Three thousand seven hundred fifty six dollars & 67
in Bank money, purchased as above with \$9391.67
Confederate money in full payment & discharge of all
amount due me on the claims referred to in the
said deeds.

John R. Kilby

x
Mr J J Kelly
Genl

(Copy statement
I Recd.)

(Recd with Thomas
J. Kelly's answer)

The answer of Thomas J. Kilby, to a Bill in Chancery exhibited in the Circuit Court of Hanseman County by Wm. Murray & al., against Edward Pearce & al.

This Respondent. says, in answer to so much of said Bill as he is advised, it is material for him to answer, that sometime about September or October 1863, he was present at the office of John R. Kilby in Suffolk, when the said Mary Jane (then the widow of Elisha Munay) was present, and when the subject of the sale of the "Sleepy Hole farm" referred to in the proceedings was the subject of conversation & consideration - that he arrived after the other parties, but the whole subject was fully considered and reviewed, and all the parties, to wit. John R. Kilby, the said Mary J. acting for herself & as this Respondent, understood John children also, and this Respondent, finally concluded that it would be best to see the said Land, & pay the debt, and the mode of sale & the kind of money to be taken and how paid were all agreed on and are set forth in the answer of said John R. Kilby. That this Respondent proceeded to advertise & sold as is also set forth in said John R. Kilby's answer, and the proceeds of sale disposed of as therein set forth.

and as the statement and Receipt filed herewith
and marked (+) will shew — That in the
said statement made soon after the sale, it
is stated that the said Mary J. was acting
for herself & children, and thus refreshes the
memory of this Respondent.

This Respondent says that he acted in
perfectly good faith, and after the lapse
of two years or more, during which time
he never heard of any Complaint, he was
surprised to learn that any difficulty had
been made by said Mary J. or any one
else.

This Respondent refers to the
answer of John R. Kilby, which he adopts as
his own, so far as relates to his acts in the
premises —

and having answered to

Thos. J. Kilby

The said Thomas J. Kilby being duly sworn says
that the foregoing answer contains the truth
so far as he knows or believes.

signed

Thos. J. Kilby

Sworn to before me this

8th day of April 1867

Peter B. Prentiss. Clerk.

Murray &c

h

Pearce &c

Answer
of Thomas J. Kilby

✓

The answer of John R. Kilby, to a Bill in Chancery Exhibited in the Circuit Court of Nausumond County, by W^m Murray & others against Edward Pearce & others.

This Respondent saving & says in answer to the said Bill and in explanation of his acts in relation to the matters referred to therein —

That on the 12th day of December 1857 ^{as the trustee} he sold, at auction under a deed of Trust from one W^m A. Batten the Land "called Sleepy Hole" referred to in said Bill & the Interest in the Croft Swamp Land connected therewith, & also sold the Chattel estate of said Batten: That at the said sale ~~One~~ Elisha Murray, a stranger in Nausumond County, & who then resided in Norfolk or Prince Anne County, became the purchaser of said Land at the price of six thousand five hundred dollars (\$6,500), and also of Chattel estate amounting to \$445.98 & at a previous sale of said Batten's effects for \$75.00, besides other things: That by the terms of said sale as to the Land purchase, the said Murray was to pay by the first of January next ensuing, one fourth of the purchase money of said Land amounting to \$1625, which was considered the cash part of said sale, and was to execute three other Bonds each for \$1625, payable one, two & three years after date with Interest from date, to be secured by deed of Trust on said Land — For the Chattel estate purchased he executed his Bonds to be paid for in a short time. That accordingly the said Murray, with

Mary J. his wife, executed a deed of Trust dated the 12th day of December 1857 to Thomas J. Kilby a Trustee for John R. Kilby Trustee for said Batten, conveying said Land to secure the said three deferred payments (a copy of which deed is filed herewith & marked (A), and which deed was duly recorded in the Clerk's office of Saunders County. -

That when the cash payment of \$1625. fell due on 1st of January 1858 (Eighteen days after the purchase) the said Murray, instead of paying the same promptly as he had agreed to ^{do} was unable to pay anything; thus the matter remained till the 6th of February following (over one month) when the said Murray placed in the hands of your respondents three Bonds executed to him by H. B. Woodhouse & H. J. Woodhouse each for \$1100. & due respectively on 20 Jan'y 1859, 1860 & 1860 as further security to pay the said purchase money of said Land: That on the 18th June 1858, the said Murray still being unable to pay the said cash payment of \$1625, on said Land, divided (& to which this respondent agreed) that the first Bond of \$1100. due by said Woodhouse should be applied to pay the sum of \$445.98 & interest \$13.02, making \$459.00 & of \$75. for chattel estate purchased as aforesaid and that the Balance of said \$1100, should be applied in part payment of the said \$1625, then overdue, & accordingly \$510.50 was so applied being the Balance of said \$1100. left a small amount applied to other purposes by said

Munay — which said Bond of \$1625. is filed herewith & marked (B), and the other three Bonds of same amount the deferred payments on said land are also filed herewith & marked C. D. & E.

That immediately after the purchase by said Munay of said land he moved on it, & immediately various persons to whom he was indebted in Norfolk & elsewhere who had sued & warranted him, pressed him for payment & were about to break him up, and being amongst strangers this Respondent sympathized with him & advanced to him the money, without charge for trouble or otherwise and paid off the said demands, amounting to (after partial payments by said Munay) to \$641.02, for which said Munay executed his Bond, which is filed herewith & marked (F) & is dated the 8th Jan'y 1859.

That the said Munay, stranger as aforesaid and greatly embarrassed before his said heavy purchase, was also unable to hire any negroes to work his farm (those of his own being insufficient), when this Respondent became his security to Godwin & Kelly admors. of Mrs. W. Keeling dec'd for negro hire amounting to \$139. & to Willis E. Cochran for negro hire for \$140, & to secure which sums of \$641.02, & of \$139 & of \$140, the said Munay executed a Deed of Trust on the same lands, and on several negroes & Chattel estate — a copy of which Deed is filed herewith & marked (G.)

That on the 26th July 1858 the said Munay paid the small sum of \$69. & on the 4th of August 1858 the

further sum of \$115. and on the 3rd of December 1859 the further sum of \$925. from the sales of a negro girl sold by him to Amos R. Starnes - all of which sums are credited on said Bond (Exhibit B).

That still the creditors of said Murray continued to press him, and he invariably came to this Respondent to aid him, as the only friend he & his family had, and accordingly various amounts were paid for said Murray, making on the 4th of August 1858 \$75. and on the 10th of Nov. 1860 \$590.51. as will be seen by Bonds filed herewith & marked (W) & (J.) - on the Bond for \$75. is a credit endorsed of \$53.23. on the 5th of August 1858, which two Bonds this Respondent is under the impression were secured by further Trust -

That in order to finish paying off the Balance on the said first named Bond of \$1625, which ought to have been long previously paid, and to cancel the last named Bonds of \$590.51 & \$75. The said Eliza Murray transferred to this Respondent two Bonds of G. W. Faunt, which were ^{credited} ~~endorsed~~ as follows - one on the 1st Jan. 1860 for \$560. & one on the 1st January 1861 for \$590 -

That the second Bond of said Woodhouse was credited on the 10th Feb. 1860 & then amounted to \$1235.85. and the other last Bond of said Woodhouse was credited on the 20th Jan. 1861 & amounted to \$1298 -

That the whole Balance due on said purchase of said Land by said Murray on the 7th November

3

1863, when the said Land, were sold to James Cheever, per #3756: 67 - a statement in detail of said several debts and payments, is filed herewith marked (K) .

That these matters remained till the late war commenced, when the said Elisha Murray entered the military service of the Confederate States, and soon thereafter the Federal troops occupied this portion of the country, and extended their lines to Suffolk, leaving the said Land within the Federal lines, until in 1863 for a short time the said Federal troops removed back towards Norfolk and leaving the said premises out side of their lines, but soon ~~was~~ again the said Federal troops extended their lines ^{to Bernard's mill}, and took the premises, aforesaid within the same, leaving Suffolk and the Court house accessible to persons within the Confederate lines -

That whilst the lines of the Federal troops were withdrawn from their advanced position west of the said premises, Mrs. Mary J. Murray the widow of said Elisha Murray now wife of said Edward Pearu, came to see this Respondent (the said Elisha Murray having ~~been~~ died in August 1863 in said Confederate service) - That after a full free & friendly conversation of at least an hour's duration in the presence of her husband's brother Mr. ¹ Murray, and a part of the time in the presence of Thomas J. Kilby, it was at

last considered by the said Mary J. Murray, and by
this Respondent & by Thomas J. Kilby (tho: rather
reluctantly by him), that under all the circum-
stances the Land had better be sold, as the
Federal troops might burn the house, as they were
then doing, and greatly lessen the value of the place,
that there was no one to keep the place up; the debt
getting larger, and that by a sale then, the small
Chattel estate might be saved, & happily some regret
(for it was not then known that the negroes would certainly
be freed). The money due was, of course equal when
the debts were created to silver & gold, and had been,
to accommodate the said Elisha Murray, & to pre-
vent the same from being paid over to Wm A. Batten's
creditors, retained by said Thos. J. Kilby & the amou-
nt advanced for Murray to Batten's creditors - and for
which great favor no charge was ever made - but
was done to prevent said Murray & family from
being broken up - That notwithstanding all this
this Respondent agreed to accept Bank notes, in
payment of the debt, tho: greatly depreciated, and
as Confederate Treasury notes were then nearly all
the currency in circulation, it was finally
agreed to and fully understood, that Thomas J.
Kilby the Trustee in said deed of Trust should
proceed to advertise the said Land, and sell for
Confederate Treasury notes, and that enough of such
notes should be used to purchase Bank notes, to pay

the Debt due under ~~the~~ said Trusts and then
unpaid, and as a surplus, would likely
remain, and as the said Mary J. Murray
would be entitled to a part of, Dower, and as
the Court were not in session to arrange her
share, that a sum about equal to her Interest
therein should be taken & Bank money purchased
for her — That shortly after this agreement
— an agreement made as this Respondent then
understood by said Mary J. Murray for herself
and children, the plaintiffs in this suit — The
said Mary J. Murray addressed to this Respondent
a letter signed by her self by her said Brother and
which she took the pains to send by a Federal
soldier (the military lines then being between
Suffolk the residence of this Respondent and the
said premises) reiterating the same directions
and understanding, ^{filed herewith, marked (M)} substantially, — This Res-
pondent not doubting that the arrangement had
been made in good faith, and not for his benefit,
requested the said Thomas J. Kilby the Trustee
in the said Deeds of Trusts to proceed to carry
out said agreement and sell the premises, and
accordingly he proceeded to advertise the
sale in the Petersburg paper, by ^{other} notice, and
after receiving a number of bids he accepted one
made by the said James Cheary for fifteen
thousand dollars, and closed the bargain with

him on the 7th day of November 1863, and received the money and executed & delivered to him a deed in due form with special warranty for the said premises -

That in accordance with the foregoing agreement the said Thomas J. Kilby the Trustee purchased \$3756.67 of Bank notes, with \$9391.67 of the Confederate money, being about 2 1/2 for 1); and then purchased for said Mrs. Murray as agreed on \$500 of Bank money with \$1250, of Confederate money & paid his Commissions \$309. & for advertising &c. \$85., and leaving \$5214.33 remaining in Confederate money which the said Thomas J. Kilby placed on deposit in Bank at Petersburg Virginia.

That the value of the Bank money which your Respondent agreed to receive was worth at the day of sale (7th Nov. 1863) but \$565. in specie, so that by the above arrangement this Respondent lost nearly his whole debt, to advance the convenience & promote the welfare of said Mrs. Murray and her children, in addition to having befriended her husband and saved him & his family from being broken up & ruined for several years, and without any profit or charge for the same, and as now met with the Bill in this case, to obtain still more -

That by this arrangement, the debt hanging

over the estate was paid⁹ and the little Chatter
estate saved - That the sum of \$3756.67
thus paid was the value of the land in its
then Condition; and as this Respondent believes,
the land would ^{not} now more than pay the debt and
interest on the same - No one of the plaintiffs
or the said Mrs. Murray, has been in any
wise injured by the sale, but this Respondent
and the said Thomas J. Kelly -

That after the purchase by said Cheires
of the said place, he directed this Respondent as
his agent to look after the same & superintend
it, and as the war was not then ended this
Respondent directed the said Mrs. Murray to
remain on the place with her family without rent
till Mr Cheires should want it, and accordingly
she continued on the place, apparently perfectly
satisfied, so far as this Respondent knows or
ever heard for about two years, and never ex-
pressed to this Respondent any dissatisfaction in
regard to the matter, but seemed gratified that Mr.
Cheires ^{has} allowed her to remain so long on the
premises without charge.

That early in ^{the spring of} 1866, whilst making arrange-
ments for the management of the farm, this
Respondent heard of the marriage of said
Mary J. Murray with the said Edward Pearce
and this Respondent with Mr Cheires went to the

premises to make some arrangements concerning the same, and soon found that the said Pearce had no intention of doing anything but to hold on to the premises as long as he could - after conversation with him on the subject time may now find him to decide whether he would remove or not and after weeks of delay he refused to do, and hence the warrant of Unlawful Detainer referred to in said Bill, which was decided in favor of the said Chimes, and which this Court has prevented the execution of by the Injunction in this case,

That the said \$500 in Bank money purchased for said Mary J. was not ^{paid} in consequence of paying not being allowed, from Suffolk to the premises paid over to her, tho. and had been sent to her that the same was in hand - For some time after her marriage she & her said husband Pearce refused to receive the same, but after this Respondent had determined never again to offer it to them, as they had refused to receive it, tho. purchased at the special request of said Mary J., ^{they did} to wit. on the 24th day of October 1866, agree to accept the same or its equivalent in present United States Currency, and accordingly the same was paid over to them, and they voluntarily executed a

writing ratifying and confirming said sale & setting forth among other things that the sale had been made by the consent of said Mary J. (as trustee), and releasing to said Chiers, all right, title and interest they might have in said premises - a copy of said deed is filed herewith marked (L)

This Respondent says That the sale was then made as agreed on and in the manner agreed on by advertisement, and bids made in response thereto; that it was not made before the Court house door literally because the other plan was deemed best, as no doubt it was, and as all the parties had agreed to, that is to say said Mary J. acting for herself & children and the said Thomas J. Kilby & this Respondent.

This Respondent says That the deed made by Thomas J. Kilby as trustee aforesaid did convey the legal and proper title to the said premises to said Chiers, and which deed was delivered to said Chiers, and by him retained till after the Surrender of Land See and was duly stamped & recorded in the Clerk's office of Nassau and County, and which was on the 7th day of February 1866 burnt & destroyed together with the Book wherein it was recorded, on the burning of the Clerk's office of said

County on that day, and that in order to make a Record of said sale & title the writing filed with said Bill was, on the 22^d. day of March 1866 executed by said Thomas, J. Kelly, as Trustee aforesaid ratifying and confirming the first deed & conveying by said claim all title to the said Trustee had in the premises, being a deed ample to convey all the title held by said Trustee therein - the objections set forth in the Complainant's bill to the contrary notwithstanding -

This Respondent denies, that any "Stay Law" prevented the sale of said premises - That when this sale was made to wit: on the 7th day of November 1863 there was no such Law in existence under the present restored Government of Virginia - That the Legislature of said state sitting at Alexandria on the 20th. of December 1862 passed such a Law which expired on the 1st day of February 1863, and did not re-enact another such Law till the 12th day of January 1864, and that in the mean time, to wit: on the 7th Nov. 1863, the sale was made -

That if the Laws passed by the Legislature of the present state organization sitting at Alexandria are not to control, but that the Laws passed by the Legislature of the Late State Government at Richmond are to control, then this

13

^{Respondent}
Denies that any such Legislature thus sitting
at Richmond had any such power, and
that every such exercise or attempted exercise
of power was, and is unconstitutional, null
and void — That By the terms of said two
Deeds of Trust herein before referred to, the said
Thomas J. Kilby, the Trustee was required to
sell the property therein conveyed according
to Law, and that the Law (Code of 1849 page
502,) declares that "whenever required by any creditor
secured &c. after the debt, shall have become payable and
default shall have been made in the payment thereof
or of any part thereof, by the grantor, sell the property
conveyed by the Deed, or so much thereof as may be
necessary for cash, having first given reasonable
notice &c." — That these provisions of Law
were a part of the Contract entered into by the said
Elisha Munson, trustee, when the said Deeds of
Trust were executed, and to refuse to allow a
sale under them, after default in the payment of
the debt due, is impairing the obligation of
the Contract, alike forbidden by the State and
Federal Constitutions —

That the setting aside said sale or the
refusal to allow a sale to be made under and
by authority of said Deed, is therefore as before
said Unconstitutional, and is nothing more
than giving to the Debtor the property of the Creditor

without compensation and contrary to Law, and should not be sanctioned by a Court of Equity.

That under the plea that the Infants plaintiffs were not parties to said sale & have therefore the right to remain on the premises, and if they have the right to remain, some one else has the right to remain with them & therefore the said Edward Pearce has the right to remain, — if sustained by this Court — these parties, ~~to wit~~ Edward Pearce & wife who have by deed voluntarily relinquished all right in the premises, ~~and~~ virtually have the use of the said premises, without paying any rent, and will use and are now so using the premises as greatly to damage them — they have no permanent interest and therefore care not how much damage is done to the place, and are now renting the same out to free negroes and others, greatly to the injury of the premises —

This Respondent feels compelled, in conclusion to say, that if he believed any unlawful act had been done by his consent to the injury of the said Infants or any one else he would be one of the first to aid in repairing the wrong, and he thinks he can safely rely on the many and great favors done to said Murray this family without charge, by which they have a home for several

years saved to them and were enabled to be fed
and clothed, as a sufficient answer to any
statement made in the Bill —

This Respondent therefore prays
that this Court will dismiss the said Bill, and
not interfere its aid to sustain the said
Pearce and others (the said Pearce being the
real party seeking the aid of the Court) in
their attempt to set aside the sale of the
premises as made aforesaid, and now
having answered &c.

Signed

John R. Kilby

The said John R. Kilby being duly sworn
says that the statements set forth in the
foregoing answer are true to the best of his
knowledge and belief.

John R. Kilby

Sworn to before me

This 8th. day of

April — 1867.

Peter B. Prentiss. Clerk

Munday Sal.

17.

Pearce Sal.

Answer of
John R. Kilby

✓

To a copy of a paper
to be sent to the Librarian

John R. Kilby

To the honorable Richard H. Baker, Judge
of the Circuit Court for the County
of Hants, here by complaining
sheweth unto your honor.

Your orator and oratrix
is William Murray, Estlin Murray,
and Mary E. Murray of said County,
infants under the age of twenty
one years, suing by Edward Pearce
their father in law, grandfather, and next
friend, that Eliza Murray the father
of your orator and oratrix, during
his life time, and at the time of
his death, was seized and possessed
of certain real Estate, upon Hants
River in said County known as "Slip
Hole farm", containing two hundred
and thirty nine acres more or less, and
bounded by Hants River on the North
and West, by the lands of Jackson Powell's
Estate on the East, and on the South and
West by Nathaniel Beaumont's heirs.

Your orator and oratrix further
show, that the said Eliza Murray &
Mary Jane his wife, did, as they have
been informed, execute two deeds of
trust, to Thomas J. Kelly, trustee for
Jno R. Kelly & others, conveying the said
farm and other property, belonging to
said Eliza Murray, in trust to se-
cure the payment of certain debts,
due by him to said Jno R. Kelly and
others - And your orator & oratrix
is further shown, as they have been
informed, that on the 7th day of

November 1863, the said Thomas J. Kirby as trustee as aforesaid, did pretend to sell the said "Sleepy Hollow" farm, to James Cheever of Petersburg Virginia, for the sum of Fifteen thousand dollars in Confederate States money, or treasury notes, in evidence of which alleged sale, the copy of a deed marked "A" is herewith filed -

Your orator and oratrices allege, that such sale was without their assent, or the consent of any one authorized or empowered to act for them, and is wholly void and illegal, and they are advised that the said paper marked "A", is of no legal validity, inasmuch as in law, it amounts to nothing more than the mere written declaration, of what the said Trustee in that case, alleges that he did, and was authorized to do, under a deed or deeds, which had once existed, as your orator and oratrices are informed; but which had been destroyed; And further your orator and oratrices are advised, that the said supposed deed marked "A", is not only void upon the general principles of law, but also because at the time the said alleged sale was made, the statute or statutes of Virginia, called the "Star Law", expressly prohibited such sale, or any sale under similar circumstances; and your orator and oratrices further say

that the said paper marked "A", is not to be regarded as a legal substitute, for the deed thereby stated to have been executed by the said Trustee, but that the said deed, so first made, as alleged by the said Trustee, to the said Cheever, should have been re-established in some legal form;

Your orator and oratrices represent that they are infants of tender years, the oldest of them being only eleven years of age; that they now reside upon the said "Sleepy Hollow" farm, the only home and shelter they have, that they are advised that they have such an interest in the said farm, as entitles them to remain upon the said farm, until their title thereto is tried and determined by the proper legal tribunals of the land, and such rights in the premises, as cannot be lawfully interfered with, or impaired by suits, or proceedings between other parties.

Your orator and oratrices state that Eliza Murray their father died in the military service of the Confederate States, on the 16th day of July 1863, long prior to the date of the said alleged sale, by the said Thomas J. Kirby Trustee, as the said Trustee well knew, and that said sale was made, long prior to the qualification of any personal representation of the said Murray:

Then mother the said Mary Jane, married
Edward Pease on the 21. December 1865,
and R. O. Whitehead qualified as
administrator of Elizabeth's estate
deceased, on the day of
1866, and under such circumstances,
they are advised that no legal sale
of the said farm, ~~could be made~~
apart from other difficulties
above enumerated, could be
made, but if other wise, the facts
and circumstances herein before
stated, tend so strongly to inflict
wrong and injury upon your orator
and oratrix, as to require
the relief of a court of Equity -
And your orator and oratrix further
show, in addition to the facts
above stated, it does not appear upon
the face of the paper marked "A",
at what place the said alleged sale
was made, nor whether the same
was made according to the terms
of the said deed of trust, and
the requirements of the law in
such cases, And therefore your orator
and oratrix say, that the
said alleged sale, was not made
according to the terms of the said
deed, and the requirements of
the law, and call for proof
thereof.

Your orator and oratrix further
show that the said Samuel
Cheever did on the day of

1866, institute a proceeding by unlawful entry and detainer, in the Circuit Court of Harrison County, against Edward Pearce, to recover the possession of the said farm, and the dwelling house and buildings thereon, and did at the last October term of said Court, obtain a verdict and judgment therefor, against the said Pearce, upon which he has already issued out his writ of possession, and placed the same in the hands of the Sheriff of said County, who has appointed the 30th day of December instant, as the day on which he will proceed to execute the said writ, and forcibly oust and dispossess the said Edward Pearce, and wife, the effect of which, if not prevented by the intervention of the Court, ^{will} be to compel your orator and oratrix, by reason of their being of age, also to leave the premises, and follow their said mother and step-father, their only protectors, without having their rights to remain upon the said farm, noted upon and determined by a competent Tribunal:

Your orator and oratrix further state, that they are informed that after selling all the debts provided for by the said deeds of trust, a large surplus remained in the hands of the said Thomas

J. Kelly Trustee, from the proceeds of his alleged sale, to what surplus your orator and oratrix, and their said mother, would be entitled if the said sale was valid and binding upon them, but they again charge, as they are informed and advised that the said sale, and the due to the said Cheever, are both illegal, invalid, and void, and will be so declared by a Court of Equity.

In Tender consideration of which, and for as much as your orator and oratrix are without remedy in the premises, save by the intervention of a Court of Equity, when matters of this sort are properly cognizable, and alone relievable, To the End therefore they pray, that Edward Pearce and allay for his wife, who was Mary Jane Murray, then J. Kelly Trustee, Geo. R. Kelly, James Cheever, and R. O. White head adminis-
istrator of Eliza Murray deceased, may be made parties defendant to this bill, and required to answer all and singular the allegations made upon oath; that the said James Cheever, his agents, attorneys, and all others concerned may be restrained and enjoined from doing or, or from executing if already sent out, any writ of possession, or other legal process under the

Writ and judgment aforesaid, or from in any manner disturbing your orator and oratrix, in their possession of the premises aforesaid, until the further order of the Court; that the said pretended sale by the said Trustee and the Commission of the said Cheever may be declared illegal and void, and as such may be set aside; that the said Trustee may be required to render an account of his transactions as such; that the said Slaby Hole farm, and other property, may be declared to be still the property of the Estate of Eliza Murray deceased, and of his heirs at law, subject however to the payment of such debt, as the same may be bound for, under the laws of this Commonwealth; that all other relief, both general and special, may be granted in the premises, which the nature of the case requires, and Equity and good Conscience demand. Allay a summons upon, and your orator, and oratrix will ever pray &c.

Witness

Baker. Esq.

C. G. of Norfolk to wit.

This day personally appeared before me Edward Pearce and made oath that the matters and things set forth in the

The foregoing Bill are true to the best
of his knowledge and belief.

Given under my hand this 25th day
of December 1866.

Richd. St. Baker J. C.

To the Clerk of the circuit court
of Stanswold county:

An injunction awarded according
to the prayer of the complainants bill, but pre-
vious to the issuing thereof, the complainants
being infants, are required, by a next friend, or
some other person, to give bond, with sufficient
security in the clerks office of the said court, in the
penalty of five hundred dollars, payable to
the Com. of Virginia, conditioned to pay
all such costs & damages as may be awarded
against them in case the injun be dissolved.
December 25. 1866

Richd. St. Baker

Robert St. Baker
next friend

25.
all
this
may be paid

Chy: Jones

Murray & al: infants &c
25th } Chy: Notes
Peace & al:

1867. Jan: 14th Byer: bond executed filed

" " 15th: Sum. in ch: King in yrd

" Feb: 4th Bill & Exhibit filed

" " Conditional decree in ch: & al:

" March 4. Conditional decree confirmed & cause set

" " for hearing, & re: of M^{rs}: Counsel.

" Apr: 18th: Decree setting aside sale, & ordering re-sale, &c

" " for answer &c

" Sept: 10th: Commis: Report filed

" " 17th: Commis: Bond filed

" Octo: 15th: Decree &c

" " Report of Socy. filed

1868. Apr: 22nd: Continued.

" Sept: 8th: Report filed

" Octo: 13th: Final Decree &c

Costs

Clk: estimate & final. each	\$25.00
att: te	16.00
shff	2.50
lgt: Peterburg	.50
Contract: in Clk	30.50
	<u>\$74.50</u>

Lt. Chas:

\$9.50