1876-016
Nansemond Co. (Suffolk)

Chancery Causes: David Smith vs Truman B. Smith, Samuel L. Smith, George A. Hadley, Abbott & Howard

Norsworthy, Vesey, Hudgins

28

Kirby Dec.

David Smith

No 3 chy.

Truman B. Smith Sol.

Costs

Clk	$12.40
Sheff	
Atty	15.00
Tax	1.00
Ord. Pub.	3.00
	$33.40

To Sept Term 1874.

Decree. Confirming Sale

Cir. Ct. Dan?

To the Hon: Geo. Blow, Judge of the Circuit Court of Nansemond County, Va.

Complaining shew unto the Court your Complainant David Smith.

Your Complainant says, That on the 10th day of April 1869, his Brothers, Truman B. Smith, Samuel L. Smith & himself purchased of Joseph C. Norsworthy & M. W. Norsworthy, his wife, I. W. Vesey & W. R. Hudgins & L. M. Hudgins his wife, a tract or parcel of Land lying and situated in the County of Nansemond, and State of Virginia, known as the Vesey Homestead, and containing by estimation two hundred and Ninety acres, more or less and adjoining the Lands of David Corbell, Peter McGowan and others & bounded by Courses & distances as set forth in said Deed — all of which will appear by a duly certified copy of said Deed filed herewith & marked "A", & prayed to be taken as part of this Bill —

That by the purchase aforesaid your Complainant became the owner in fee of one undivided third of said farm —

That on the 15th day of July 1869, your Complainant purchased out the Interest (one third) of Samuel L. Smith, for $1000, as will be seen by paper filed herewith & marked "B" — & that Truman B. Smith had full knowledge of said last named purchase —

That notwithstanding the said Samuel L.

Smith had on the said 15th Oct 1869 relinquished unto his Interest in said Land to your Complainant as aforesaid (tho. no deed had been executed) yet he the said Saml. L. Smith died on the 4th day of March 1872 (over three years after the sale by said Samuel L. Smith to your Complainant as aforesaid), executed a "Quit Claim" deed to said Truman B. Smith, for his the said Saml. L. Smith's Interest in said Land, as will be seen by a copy of said deed filed herewith & marked "C"— That the said "Quit Claim" deed conveyed no Interest in said Land to said Truman B. Smith, & only relinquished such claim as he the said Samuel L. Smith had therein, which was nothing, he having as afore stated sold his Interest to your Complainant, as was well known to said Truman B. Smith at the time he took said Quit Claim deed—

That there were unsettled accounts between your Complainant & Truman B. Smith, growing out of matters connected with said Land, and they were so nearly balanced that it was agreed between him & your Complt. that each one should own one half of said Land; and by Letter dated the 9th Dec 1871, from said Truman B. Smith to your Complainant, he distinctly recognizes your Complainants right to one half of said Land, & did not claim but one half "himself"— which Letter is filed herewith as part of this Bill & is marked "D"

That notwithstanding he, the said Truman B. Smith had title by original purchase only to one third of said Land, ~~[illegible]~~ yet he, on the 26th day 1872, conveyed by deed to one Geo A. Hadley of Brooklyn, New York, two undivided thirds of said Land — as will be seen by a copy of said deed filed herewith & marked 'E'.

That on the 27th of aug 1872, about seven months after the said sale or pretended sale by said Truman B. Smith to said Geo A. Hadley he the said Truman B. Smith wrote to your Complainant that he had sold his interest in said farm, but that your Complainants interest, would of course be the same as before such sale — which letter is filed herewith & marked 'F." — thus again recognizing your Complainants right & title in said Land —

That notwithstanding the said Truman B. Smith owned but one third of said Land by original purchase, but by agreement with your Complainant one half of said Land, yet he, the said Truman B. Smith & Julia A. his wife, & said Geo A. Hadley & Sallie A. his wife by their Deed dated the 26th July 1872 (before the above last named letter of 27th aug 1872) by their Deed, undertook to convey the whole of said tract of land, to Lewis Abbott & Frederick A. Howard of New York, doing business under the name & style of Abbott & Howard — a copy of

which said last named deed is filed herewith & marked "L", & asked to be taken as part of this Bill,

That your Complainant files herewith an account shewing in part, his transactions about said "Very farm", originally purchased by him & his Brother, Samuel L. & Truman B. Smith — & is marked "N"

Your complainant says he is entitled to one third of said farm, by purchase of Norsworthy & others as aforesaid: & to one other third by purchase from Saml. L. Smith as aforesaid — But by agreement with said Truman B. Smith he is willing to accept one half of said Land, & considers all accounts between himself & said Truman B. & Saml. L. Smith as settled — That the said Truman B Smith, said George A. Hadley & Abbott & Howard, purchased what rights they may have in said Land with the knowledge of your Complainants original joint purchase with Truman B. & Saml. L. Smith, & of the purchase of said Saml. L. Smiths Interest in the same.

Your Complainant further says that the quit claim deed from Saml. L. Smith to Truman B. Smith as aforesaid conveyed no title to any part of said Land, as said Saml L. Smith had none then to convey —

That the Deed aforesaid from

Truman B. Smith to Geo. A. Hadley only conveyed, one third of said land, — all that said Truman B. Smith owned —

That the deed from Truman B. Smith wife, & Geo. A. Hadley wife to Abbott & Howard, conveyed only one third & no more being all that Truman B. Smith sold to Hadley —

Your Complainant says. That this Court has power & jurisdiction to grant all adequate Relief, To the end therefore your complainant pray That Truman B. Smith, Samuel L. Smith, George A. Hadley, Jeremiah Abbott & Frederick A. Howard, the last two doing business under the name Style of Abbott & Howard, may be made defendants hereto & compelled to answer the allegations herein, on oath. That partition of said land may be made between your Complainant David Smith & Abbott Howard aforesaid, if it can be conveniently done: or that the same may be allotted to such of the parties as will take the same at its value & pay to the other parties their share of the proceeds, or if neither can be conveniently done & a sale be best for the interests of all parties, that then a sale of said land may be made & the proceeds divided, one half to your Complainant & the other half to said Abbott Howard, and that such other and further relief may be granted

consistent with equity &c

And your Complainant ever &c

David Smith

by John R Kilby Jun

P. Q.

Kirby Jr.

David Smith

H. } Rice

Truman B. Smith Sol.

Nam. C. Ct.

Virginia, In the Circuit Court of Nansemond County.

David Smith — Pltff

v

Truman B. Smith, Sam'l L. Smith Geo A Nadle, Jeremiah Abbott and Frederick A Howard the last two doing business under the firm and style of Abbott & Howard — Defts

} Chancery

Notes of Proceedings

1874 March 25, Affidavit filed and ord: pub: 4 weeks &c &c

1874 April Rules Cont'd for pub: "

1874 May Rules " " "

" June Rules Ord: pub executed & cause set for hearing

1874 Sept Term Decree to sell land

" Dec 31. Report of sale filed

1875 Oct to: 13th " Decree to collect, make Deed &c

1876 Nov. 10th. Final Decree

Ecce nobis

David Smith

vs

Truman B. Smith et al

8 Exhibits

filed with Bill

The Vessey Farm To

David Smith. Cr.

1867	By Cash paid on Via Farm	500	00
Nov	" Expenses for collecting wood		
1868	" Horses, Cable Boats Provisions &c	2358	48
	" 6 Months time.	600	00
1868	" Cash paid to S L Smith	200	00
June	" Cash paid to J B Smith.	200	00
July	" Expenses for shipping wood.		
1869	" Stock, Tools, &c	642	71
"	" Cash paid to J B Smith to		
April 5	pay Note of S L Smith wife.	300	00
"	" Cash paid to S L Smith.	500	00
June	" Expenses to Via and Hair	55	00
1870	" 6 weeks time.	150	00
"	" Cash paid to J B Smith	200	00
May 28	" Expense to Via, board, lays		
1871	" & Cash to J B Smith.	162	12
"	" 7 Months time	400	00
"		6714	01

David Smith Cr.

1868	To Cash received of J B Smith	500	00
Feb	" " " "	200	00
April	" " " "	300	00
June	" Cash received of Batchelder		
May	" & Collins for wood	394	00
June 12	" Cash received for wood	200	00
1869	" " " " "	350	00
April 7	" " " for horse	99	00
Mar 6	" Cash received of Mcdowler		
" 23	" for Horse and lines	130	00
1871	" Cash received for mut		
Mar	and Cattle horse furniture &c	600	00
1871	" Cash received Timber	750	00
		3723	00
	Bal due David Smith	2991	01
		#6719	01

This Deed, made the twenty sixth day of July in the year
1872 between Truman B Smith and Julia A. husband and
wife, Geo. A. and Lottie A Hadley husband and wife and all
of the town of Derby state of Connecticut of the one part and
Jno Abbott and Frederick A Howard of the City of New York
in business under the firm, & name of Abbott and Howard:
witnesseth: That in Consideration of the Sum of Four thousand
dollars the said Truman B. & Julia A. Smith, Geo. A and
Lottie A Hadley do grant unto the said Jno Abbott and
Frederick A Howard with special warranty the following
property to wit. One certain piece or parcel of land situated in
the State of Virginia County of Nansemond and known as the
Vesey Homestead. Containing by estimation two hundred
and ninety acres more or less. and adjoining the lands of David
Corbell and Peter McGowan and others, and bounded
and described as follows Commencing on the main road
from Churchland to Bennets Point at a large pine tree
in front of Wilkinsons gate and running along said
Wilkinsons land S. 23° W 120 poles and 15 L. to corner with
Wilsons; thence along Wilsons line N 57 3/4 W 67 P to main
road thence to Swamp and down Swamp to dividing line
with Corbell N 68 W 28 1/2 P. S. 88 1/2 W 26. S 76 W 31 P N 79 1/2 W 26
N 61 1/4 W 28 1/2 P N 30 3/4 28 P N 7 1/2 E 42 P. N 21. E 67 P N 4 1/2 W 28 P
N 85 1/2 W 65 to Junction of Cove with Churchland Creek, thence
running down said N 30 1/2 E 28 P N 16 1/2 E 45 P N 6 3/4
E 66 P N 31 E 15 P to Junction of Cove & dividing line with
Meacham and the Creek thence up the Cove S 46. E 49 P. S. 62 1/2
E 10 P N 86 1/2 E 28 P S. 75 E 18 P N 64 E 28 P S 58 E 11 P S 60 E 9 P
S 8 1/2 W 7 P to a holly on corner. S 48 1/4 E 63 P the corner

of Innsdall and Beechams line, thence along Innsdale
line S. 47 1/4 E 13 P S 46 3/4 E 23 P S 48 3/4 E 17 P to a corner
with Innsdall, thence up road S 37 1/2 W 28 P S 20 L. S 29 1/2 W
32 P S 67 1/2 W 21 P to first Station
Witness the following signatures and seals. Signed sealed
and delivered in presence
Veeremis Morgan
Sylvester Barbour

Truman B Smith
Julia A Smith
Geo. A Hadley
Lottie A Hadley

State of Connecticut
New Haven County ss Sid } To wit

I Veeremis Morgan a Justice of the
Peace for the County aforesaid in the State of Connecticut do certify
that Geo. A Hadley and Truman B Smith whose names are
signed to the writing above bearing date the 26th day of July 1872
have acknowledged the same before me in my capacity aforesaid.
Given under my hand this 26th day of July 1872

Veeremis Morgan.
Justice of the Peace

State of Connecticut
New Haven County ss

We Veeremis Morgan and Sylvester Barbour
Justices of the Peace for the County of New Haven aforesaid in the
State of Connecticut, do certify that Lottie A Hadley the wife of
Geo. A Hadley and Julia A Smith the wife of ~~Truman B~~
Smith whose names are signed to the writing above bearing
date the 26th day of July 1872 personally appeared before
us in the Town of Derby in said County of New Haven
and being examined by us privily and apart
from their husbands, and having the writing
aforesaid fully explained to them, they the said Lottie
A Hadley and the said Julia A Smith acknowledged the
said writing to be their act and deed and that they had
willingly executed the same and do not wish to rehead
it

Given under our hands this 26th day of July 1872

Veeremis Morgan
Sylvester Barbour
Justices of the Peace for said
New Haven County

In the Clerks Office of Fairfield County Sept August 1st
1872

This deed was rec'd duly entered and thereupon
admitted to rec'd (The requisite Internal Revenue stamps
of $4 being affixed and duly cancelled

Test

Willis E Cohen clk

Copy

Test

Willis E Cohen clk

"G" 266

J B Smith & al.

to

Deed

Abbott & Howard

G.

Ansonia Aug 27th 1872

Brother David

Yours of the 26th is just Recd - As I wrote you Some months ago what the Party in N York Offerd to do for my interest in the Va farm - After Consulting friends here & in N.Y. - gave them a Deed of my interest in the farm Of Course your interest is the Same as befor - I have not Seen the Parties Since - as I have been Sick with Billious fever Some Six weeks - Sorry to hear you all have the Ague & fever I Know what it is and do not wish to have it again

Yours in Haste
T. B. Smith

"F."

No 4

This Deed made this 24th day of January in the year of our Lord one thousand eight hundred and seventy two between Truman B Smith of ansonia New Haven County State of Connecticut of the first part, and Geo. A. Hadley of Brooklyn State of New York of the second part. Witnesseth. that in consideration of the sum of Four thousand ~~dollars~~ five hundred dollars ($4500), the said Truman B Smith doth grant unto the said Geo A Hadley with general warranty all his right title and interest being two thirds 2/3rds undivided of in and to all that certain tract or parcel of land lying and being situated in the County of Rockingham and State of Virginia Known as the Vesey Homestead, and containing by estimation two hundred and ninety (290) acres more or less adjoining the lands of David Cabell, Peter McGowan and others, and bounded as follows, commencing on the main Road from Shacklands to Bardis point at a large pine tree in point of Wilkinsons gate and running along Wilkinsons line S 23. W 120 poles and 15 links to corner with Wilson thence along Wilsons line N 54 3/4 W 6 1/2 to main Road thence to Swamp and down swamp to dividing line with Mr Cabell N 65 W 25 1/2 p S 88 1/2 W 26 P S. 76 W 31 P N. 79 1/2 W 26 P. N 61 3/4 W 28 1/2 p. N 30 3/4 W 23 p. N 7 1/2 E 42 P N 21 E 69 p N 42. W 28 p. N 86 1/2 W 65 p to Junction of Cove with Shacklands creek, thence running down Cove N 30 1/2 E 28 p N. 16 1/4. 45 P N 63 1/2 E 66 P N 34 E 15 to Junction of Cove a dividing line with Meacham with the creek, thence up the Cove S 46 E 49 P S 62 1/2 E 10 p N 85 1/2 E 28 P S 75 1/2 E 48 p S 66 E 28 S 58 E 11 1/3 P S. 6 E 9 P. S 37 1/2 W 7 p to a holly on corner, thence S 48 1/2 E 13 P to the corner of Insdall & Meacham along Insdalls line S 47 3/4 E 13 P S 46 3/4 E 23 P S 48 1/2 E 17 P to gum a corner with Insdall, thence up the road S 37 1/2 W 23 P S 20 E. S 29 1/2 W 32 P S 67 1/2 W 21 p to first station. The property intended to be hereby conveyed being two thirds of that which was conveyed by Jos C Arsenault & others to said T.B. Smith David Smith and Samuel L Smith by Deed of the 10th April 1869 & duly recorded The said Truman B Smith covenants that

That he has the right to convey the said land to the grantee that he has done no act to encumber the said land, that the grantee shall have quiet possession of said land free from all encumbrances and that he the said Truman B Smith party of the first part, will execute such further assurances of the said land as may be requisite.

Witness with the following signature and seal

Truman B Smith. (Seal)

State of Virginia
County of Tazewell To wit.

I Peter B Purdis a Notary Public for the County aforesaid in the State of Virginia do certify that Truman B Smith whose name is signed to the writing above bearing date on the 24th day of January 1872. has acknowledged the same before me in my County aforesaid Given under my hand this 25th day of January 1872

Peter B Purdis Notary Public

In the Clerks Office of Tazewell County Court January the 25th 1872

This deed was neatly duly certified (the requisite Internal Revenue Stamps of $4.50 being affixed and duly cancelled.) was thereupon admitted to record

Teste

Willis E Johnson Clk

City

Teste

Willis E Johnson Clk

"E"

Truman B Smith

to &c Deed

Geo A Gadley

Ansonia Dec 9th 1871

Brother David

Will you Send me by return mail the Boundreys Own Farm — Mr Schneller has Sold my halfs and wants to know by whom it is Bounded — Pleas Send By return mail & Oblige

Yours in Haste

T. B. Smith

To all to whom these presents shall come greeting.
Know ye that I Samuel L. Smith of the town of Litchfield
for and in consideration of the sum of Two ~~thousand~~ hundred
dollars lawfull money of the United States of America to
me in hand paid by Truman B. Smith of aforesd.
this Comm. at or before the ensealing and delivery of these
presents, the receipt whereof is hereby acknowledged, have
remised, released and forever quit claimed, and by
these presents do remise, release and forever quit claim
unto said Truman B Smith and to his heirs and
assigns forever all that certain tract, or parcel of land lying and
situated in the county of Jefferson and state of Virginia,
known as the Vesey Homestead, and containing by estimation
two hundred and twenty acres more or less, and adjoining, the
lands of said Cabell Peter McGavan and others, and bounded
as follows, commencing on the main Road from Shepherdstown
to Barretts Point at a large pine tree in front of Williamsons
gate and running along Williamsons line S. 23° E 170 poles
and 15 links to corner with Williamson thence along Williamsons
line E 37 1/4. E 6 1/2 p to main road, thence to Swamp and
down Swamp to dividing line with Mrs Cabell E 65. W 25 1/2 P.
P. 88 1/2 W 26 P. S 76 E 31 p E 79 1/2 W 26 E 61 3/4 E 28 1/2 p. E 30 3/4 W
28 p E 7 1/2 E 42 1/2 p E 21 E 67 P. E 42 W 28 p E 85 1/2 W 66 P to junction
of cave with Shepherdstown Ditch, thence running down Ditch E
30 1/2 E 28 P. E 10 3/4 E 45 P E 68 1/2 E 66 P. E 34 E 18 p to junction with
Ditch, thence up the cave S. 46 E 49 p S 62 1/2 E 10 P E 85 1/2 E 280
S 75 3/4 E 48 P S 64 E 28 P S. 58 E 11 S. 60 E 9 P P. 37 1/2 E 7 P to a holly
on corner, thence S. 48 3/4 E 13 P to the corner of Tindall and
Packham thence along Tindalls line 47 3/4 E 13 P S. 46 3/4 E 23 P
S 48 1/2 E 17 to Stone a corner with Tindall thence with

road S. 57½ W 28 P S. 20 E. S 29½ W 32 P S 67½ W 21 P to
first station. To have and to hold the said released
premises unto the said Simeon B Smith, his heirs and
assigns to his own proper use and behoof for ever
In testimony whereof the said Samuel L Smith hath
hereunto set his hand and seal this 4th day of March
in the year of our Lord one thousand eight hundred
and seventy two
Sealed and delivered in the presence of } Samuel L Smith [seal]
Hiram Peirce. Sarah E Peirce

State of Connecticut }
Litchfield County } ss.

Plymouth March 8th 1872

I certify that on the eighth day of March 1872 before me
appeared Samuel L Smith to me personally known to
be the person described in and who executed the within
deed and acknowledged the execution thereof as his
free act and deed.

Hiram Peirce
Notary Public

In the Clerks Office of Jansenmond County Conn the 7th
day of October 1872
This deed was recorded duly certified and thereupon
together with the certificate admitted to record. The
requisite Internal Revenue Stamps of 50c being affixed
and duly cancelled

Teste
Willis E Cohen Clk

Copy
Teste Willis E Cohen Clk

"C"

S L Smith

vs Deed

T. B. Smith

Chuckatuck Va Feb 15th 1869

This certifies that Samuel L. Smith & his Wife Caroline J. Smith relinquish all claim or right to the property known as the Veazy Farm ~~for the of one th~~ to J. B. Smith & David Smith for the Consideration of one thousand Dollars

Samuel L Smith
Caroline J. Smith

"B"

This Deed, made the 10th day of April in the year of our Lord One thousand eight hundred Sixty nine, between Joseph C Norsworthy and M W. Norsworthy (his wife) and J. W. Vesey and W. R Hudgens and L M Hudgens (his wife) all of the City of Norfolk and State of Virginia of the one part and J. B. Smith David Smith and Samuel L Smith, of the other part Witnesseth, that for and in Consideration of the Sum of Five thousand Dollars, good and lawful money of the United States, to them in hand paid, and the receipt whereof is hereby acknowledged, the said Jos C. Norsworthy and M. W. Norsworthy (his wife) J. W. Vesey and W. R Hudgins and L. M Hudgins (his wife) do grant unto the said J. B. Smith, David Smith and Samuel L. Smith, and to their heirs and assigns forever, with general warranty, all that certain tract or parcel of land lying and situated in the County of Nansemond, and State of Virginia Known as the Vesey Homestead, and containing by estimation Two hundred and Ninety acres more or less, and adjoining the lands of David Corbell, Peter McGowan and others, and bounded as follows. Commencing on the main road from Churchland to Bartlets Point, at a large pine tree, in front of Wilkinsons gate, and running along Wilkinsons line S 23° W 120 p and 15 L to corner, with Wilson, thence along Wilsons line N 54¾ W 6½ p to main Road, thence to Swamp and down Swamp to dividing line with Mr Corbell N 65 W. 25½ p, S 88½ W 26 P. S 76 W 31 P. N 79½ W 26 P, N 61¾ W 28½ P. N 30¾ W 23 P, N 7½ E 42 P

N 21. E 67 P, N 42 W 28 P N 85½ W 65 P to Junction of Cove with Chestnut Creek, thence Running down Creek N 30½ E 28 P, N 16¼ E 45 P, N 63½ E 66 P. N 34 E 15 P to Junction of Cove a dividing line with Meechum - with the Creek, thence up the Cove S 46 E 49 P. S 62½ E 10 P. N 85½ E 28 P S 75¼ E 48 P S 64 E 28 P S 58 E 11 P S 6° E 69 P S 37½ W 7 P to a Holly on corner. Thence S 48¼ E 13 P to the corner of Tendall & Meechum, thence along Tendall's line S 47¾ E 13 P. S 46¾ E 23 P S 48½ E 17 P to Gum a corner with Tindall, thence up the road S 37½ W 23 P 20 L. S 29½ W 32 P S 67½ W 21 P to first Station.

Witness the following signatures and seals, the day & year first above written

Jos C Answorthy (Seal)
M W. Answorthy (Seal)
L M. Hudgins (Seal)
W R. Hudgins (Seal)
I W Vesey (Seal)

Corporation of the
City of Norfolk } To wit:

I. John W Bumngh a Notary Public for the Corporation aforesaid in the State of Virginia, do certify that Joseph C Answorthy, W R & Hudgins and I W Vesey whose names are signed to the writing hereto annexed bearing date the 10th day of of April 1869 acknowledged the same before me in my Corporation aforesaid.

Given under my hand this 10th day of December 1869

Jno J Bumngh

Notary Public

State of Virginia
Corporation of the City of Norfolk } to wit

The Com'th Burroughs & Jno J Burroughs Jr Notaries Public for the Corporation aforesaid in the State of Virginia, do certify that M. E. Ansenitty and L. M. Hudgins, the wives of Jas. C Ansenitty and Col R Hudgins whose names are signed to the writing hereto annexed, bearing date on the 10th day of April 1869 personally appeared before us in the Corporation aforesaid, and being examined by us privily and apart from their husbands and having the writing aforesaid fully explained to them, they the said M E Ansenitty, and L. M Hudgins acknowledged the said writing to be their act and deed and that they had willingly executed the same and do not wish to retract it. Given under our hands this 10th day of December Anno Domini 1869

W H Burroughs Notary Public
Jno J. Burroughs Jr. Notary Public

In the Clerks Office of Nansemond County Court the 11th day of February 1870
This Deed was rec'd and with the Certificates annexed admitted to record (the requisite Stamps of $1.50 having been affixed and cancelled

Test

Peter B. Parris D.C.

Copy

Test Willis E. Cohoon Clerk

"A"

Jos C Ansenuity & als

To of Deed

J. B. Smith & als.

Mrs. Smith & Brothers CHUCKATUCK TOWNSHIP,

1871. **To NANSEMOND COUNTY TREASURER, Dr.**

To Revenue Tax on 290 Acres land, value $4350 at 50 cents on $100	21	75	
" " " on property, bonds, &c., value $ at 50 cents on $100			
" Capitation Tax on persons at $1 each			21 75
Total State Tax			
" County Levy, 25 per cent on State Tax	5	44	
" Township " 25 " " " "			
" Capitation Tax for County on persons at 50 cents each			5 44
Total County and Township Tax			27 19
Total			1 36
September 1st, 5 per cent added			28 55

Received Payment.

Treasurer

Geo. M. Brittain Collector.

1 Smith & Bro

2533
320
2213

Mr. John B Very Esq.

1868. **To WM. ELEY, Sheriff of Nansemond Co., Dr.**

To	Capitation Tax, 60 cents		
" 335	Acres of Land, value $ 4875	20	42
"	Ditto for county 2 38	2	58
"	County Levies at $2 50, Parish do., 60 cents		
"	Rev. on personal property, bonds, &c.		
"	Do. for county		
"	Clerk's Fees		
"	Commissioner's Fees		
	Received Payment	$ 23	00

W. A. Phelps D *Sheriff.*

Est—
Jno. Bussey
$2340

Norfolk January 3rd 1871. Rec'd
of Mr David Smith Thirty Two
dollars amount of Tax bills on
the Farm I sold him for the
years 1868 & 1869.

Jos C Norsworthy

Mr. Samuel G. Smith

1868. To WM. ELEY, Sheriff of Nansemond Co., Dr.

To	Capitation Tax, 60 cents		60
"	Acres of Land, value $		
"	Ditto for county		
"	County Levies at $2 50, Parish do., 60 cents		2 30
"	Rev. on personal property, bonds, &c. 1 23		3 7
"	Ditto for county		5
"	Clerk's Fees		
"	Commissioner's Fees		
	Received Payment,	$	3 52

Wm. A. Eley D ..... *Sheriff.*

All Available Text Successfully Captured

Sam'l L Smith

$3,3-2

$100, Chuckatuck Feb 15-/69

Received of David one Hundred Dollars towards the Veazy Farm

Caroline D. Smith

$100. Chuckatuck Feb 15/69

Received of David Smith one
Hundred Dollars towards the
Veasy Farm

Samuel L Smith

Mr. ~~John H. B. Exley~~ (Est)
~~T B~~ David Smith

1870. To A. S. ELEY, Sheriff of Nansemond Co., Dr.

To ~~435~~ 290 Acres Land, value $ ~~8875~~ 3917.90 at 50 cts. on $100 value,	29	38
" Ditto for county, 50 per cent. on revenue tax.....	14	69
" Ditto for Parish, 12½ " " " " "	19	58
" Revenue on Personal Property, Bonds, &c., at 50 cts. on $100 value,	9	79
" Ditto for county, 50 per cent. on revenue tax.....	29	37
" Ditto for Parish, 12½ " " " " "		
" Clerk's Fees.....		
" Commissioner's Fees.....		
" Sheri_ s Fees.....		
RECEIVED PAYMENT,	$	~~44 07~~

30
29-37
.63

W H Eley
.....
For A. S. ELEY, Sheriff.

Jno. H. B. Vesey's
Esq
£44:04

Mr. Smith & Bro.

To CHUCKATUCK TOWNSHIP BOARD, Dr.

187/

Aug 16 To Township Levy on 290 acres of land, valued at $ 4350. $ 4.35

To Township Levy on $ 40. worth Personal Property..... $ .05

4.40

RECEIVED PAYMENT.

Geo. O. Britton Collector.

Norfolk January 11th 1868

Rec from Mess. J. B. & S. L. Smith Four Hundred dollars for the ballance of the 2nd payment as by contract of 27th of Nov 1867

Jo C Norsworthy

$400.

Norfolk, Va. Jany. 7. 1868

Received from Messrs.
T. B. D. & S. L. Smith
four hundred Dollars
on account of the second
payment due, upon the
Contract Signed by the
said Parties, of date
November 29. 1867.

Jos. C. Norsworthy

Plymouth

June 2 1862

Brother Fewick

I send three Tax
Receipts on Deacy Jan.

I leave to day
with Elder Lo for
Monroeville
Hoping to improve
his health I Remain

Tax credit Answer form

THE COMMONWEALTH OF VIRGINIA,

To any Commissioner appointed by the Governor of said Commonwealth for, or any Justice or Notary Public of the State of Massachusetts *Gentlemen, Greeting:*

KNOW YOU, that we, trusting to your fidelity and provident circumspection in diligently examining S. L. Smith and others

witnesses on behalf of Abbott A. Howard,

in a certain matter of controversy depending in our Circuit Court for the County of ~~Hanover~~ Nansemond, in the said State of Virginia, between David Smith

plaintiff, and T. B. Smith, S. L. Smith, Geo. A. Hadley, & Abbott A. Howard under firm style of Abbott & Howard

defendants, request you that on such day or days, and at such place or places, as you shall appoint, the witness aforesaid, before you, you call and cause to come and diligently examine on the Holy Evangelists of Almighty God, and their examination into our said Court distinctly and plainly, without delay, you send and certify enclosed, returning also this writ. Witness, ~~ROBERT O. DOSWELL~~, W. E. Cohoon Clerk of our said Court, at ~~Hallover~~ Suffolk, in Virginia, aforesaid, the 17 day of December 1879, and in the 99 year of our Foundation.

Test W. E. Cohoon c.c.

Commonwealth of Massachusetts

Berkshire ss.

Samuel L. Smith named in the annexed deposition personally appeared before me and being sworn to testify the truth, the whole truth and nothing but the truth relating to the cause for which the deposition is taken was examined by me the Justice and by the Parties on all the points they deemed material either party also proposing such interrogatories as the case may require the deposition being wholly written by me the said Justice and was carefully read to and by said deponent and then was subscribed by him. The said deposition is taken at the request of Abbott & Howard and is to be used in a cause now pending in the Circuit Court for the County of Vanderburgh in the State of Virginia wherein Oliver Smith is Plaintiff and J. B. Smith et al are defendants - he the said Oliver Smith being present at the taking of said Deposition

Witness my hand and the seal of the District Court of Southern Berkshire this thirteenth day of January A. D. 1875 -

Amos Bradford
Justice of the Dist. Ct. of So. Berkshire

Exhibit H. presented to deponent - Do you know of any account that Oliver Smith had or now has against the farm? As regards item 2 of the account I have no knowledge -

Did you know that Daniel had a charge against the Estate of $600. for Six months time? I did not
Did he present an account of the farm to you while he was there? Nothing like Exhibit "H".
Did he ever claim that he had a charge against you for personal services or against the farm?
He did not -
Did you know of any agreement or understanding by which Daniel was to have any pay for his services upon the farm? I do not - never heard of any such agreement -
Did you ever sell your individual interest to Daniel Smith? I did not to my knowledge -
Did Daniel Smith ever pay you $1000 for your interest in the farm? He did not -
Had he done so would you remember the fact?
I should assuredly

Crop Ex. How long was you on the farm? About one year
How much wood was cut that year?
A little over 1000 cords -
Who paid for the cutting? Daniel Smith the year past
Did you know that Daniel Smith stocked the farm?
He furnished three horses, tools and boats -
Did you sell your interest in Feby 1869 & to whom?
I sold at that time to Daniel & Truman B. jointly
At the time you gave a joint claim Deed to Truman B. Smith was he not aware that you had previously signed a relinquishment of your interest in the Ivey farm to T. B. & Daniel Smith jointly?
I do not know - T. B. Smith was not present at the time of the negotiation when the relinquishment was given and I never had any conversation

with Truman B. in regard to the sale —

Why did you give a quit claim Deed to T. B. Smith instead of one to Daniel & T. B. jointly?

Objected

Because I supposed T. B. had bought out Daniel Smith - having never conveyed my interest in said farm I supposed I must give a deed

Objected

Did you receive any money in consideration of said Deed? I did not — Previously when I signed the relinquishment I received $300 paid by Truman B. and $700 paid by Daniel Smith —

Direct

At the time you signed the Deed conveying your interest to T. B. individually did you read it Deed? I did - a portion of it - sufficient to know that I conveyed my interest in the Orig. farm to T. B. Smith

At the time you signed the Deed did you have any personal knowledge that Daniel had sold his interest in said farm to Truman B.?

I had no personal knowledge - but supposed he had -

At or before the deed was signed had you any conversation with Daniel or Truman B. as regards the transfer of Daniels interest to Truman B.? I had not After the Deed was signed I received a letter from Daniel stating that he had not transferred his interest - But the Deed had been gone from my possession —

Fees Magistrate $5.00

Witness 2 days at 1.00

Fare .08

$6.08

Samuel L. Smith

David Smith

vs } Depositions

T. B. Smith & al

Received under seal
and filed Jany 19
1875
W E Chowdh

Smith

v.

Smith Sal.

This cause came on this Day to be again heard on the papers formerly read & on the report of Thos R. Kelly & Richd H. Baker, Special Comrs. made pursuant to the Decree of this Court, made in this cause at the October Term 1875 — to which report there is no exception, and was argued by Counsel; On Consideration whereof the Court doth confirm the said Report, and including the acts of said Comrs. in making the deed for the real estate sold under proceedings had in this cause, to Jere. Ablett Trustee for Thos. Pitts Sons, as set forth in said report — and nothing further remaining to be done in the premises it is ordered that this cause be removed from the docket.

Smith

v.

Smith &c

1876

Affe ct.

Final decree

to be entered.

Geo. Blow.

Entered. OB. No 1 L-298

The answer of Jere Abbatt and F. A. Howard, merchants and partners in trade under the firm and style of Abbatt and Howard, to a bill of complaint exhibited against them and others, in the Circuit Court of Rammond County, by David Smith.-

These respondents saving and reserving all exceptions to the said bill, for answer thereto, or to so much thereof as they are advised it is necessary and proper for them to make answer to, answering say, that they know nothing in regard to the purchase by the complainant and his two brothers, of the land in the Bill and proceedings mentioned, now owned by these respondents, except what they learn from the deed itself, and from information given them by Truman B. Smith and others -

They are informed and believe, and therefore charge, that the said David Smith never acquired or owned one undivided third of the said farm, that he paid a very small part, if any, of the original purchase money and that his original interest therein,

if any, was less than one third, and that Truman B. Smith in fact paid for the same and was owner thereof. It is not true that on the 15th day of February 1869 the said complainant purchased out the interest of Samuel L. Smith, and that T. B. Smith had full knowledge thereof.

On the contrary those allegations, as these respondents are informed and believe, are positively false, and if such a paper as the paper "B" was ever executed, these respondents are advised that it conveyed nothing, and never having been recorded and being wholly unknown to these respondents, their interests and rights are not to be affected thereby.

It is not true that Samuel L. Smith on the 15th February 1869 relinquished all his interest in said land to said David Smith. The paper "C" on which he founds his claims, shows no such state of facts. In truth the said paper "C" never had any legal validity or effect; so far from it, on the 4th of March 1872, the said Samuel L. Smith conveyed to said Truman B. Smith

all his interest in the said land being one third thereof, by a deed of that day duly recorded, which deed the plaintiff chooses to call a "quit claim" deed, and which he alleges conveys no estate - These respondents deny that the legal effect of that deed is only that which the plaintiff gives it, and they allege that its effect was to convey to said J. B. Smith all the said Samuel's interest in the said land, that it was represented to these respondents, when they purchased, as having that effect, and that they bought the said land with that understanding, without any knowledge of any other or previous contract between the said Smiths on the subject -

In regard to the unsettled accounts between the Complainant and J. B. Smith referred to in the bill, these respondents know nothing, and never heard of them until the said bill was filed; they are informed that said accounts are untrue or fictitious and in any event they do not affect the rights of these respondents.

It is not true, as they are informed and therefore charge, that T. B. Smith ever conceded the Complainants title to one half of the said farm, and paper "D" is not susceptible of any such construction.

It is true that on the 24th Jan: 72 the said T. B. Smith conveyed to Hadley 2/3ds of said farm, (Exhibit E) but on the 4th March following he bought another one third from Samuel L. Smith (Exhibit C) and on the 26 July 1872 T. B. Smith & wife and Hadley and wife sold and conveyed the whole farm to these respondents (Exhibit G) who thereupon took possession of the same and are now holding the same by their tenants thereon.

What the history of the paper "F" is, these respondents do not know and never heard of it before - They insist that it is no evidence against them, and can not affect their previously acquired title, and deny that it has any legal effect to impair it. The said David Smith never knew of the previous sale of the whole to these respondents as they are informed and believe.

as he was a party to a previous suit then and still pending in this Court, the object of which was to subject the whole of the said land to the payment of a debt due by said T. B. Smith to these respondents which, having no title, he did not see fit to defend. In regard to account "C." these respondents deny that it in any way affects their title; they are informed that it is grossly erroneous in not crediting the rents and profits of the said farm and in charging many matters therein not proper to be charged.

It is not true that said David Smith ever owned one third of said land and not true that he ever purchased one third from Samuel, and not true that any agreement was made, so far as these respondents are advised, between T. B. Smith and said plaintiff, that they owned own the land in equal moieties. And it is grossly untrue and false that these respondents at the time of their purchase had any knowledge whatever of the complainants claim of title thereto. The deed from Sam-

uel L. Smith to T. B. Smith conveyed one third of said land, the deed from T. B. Smith to Hadley conveyed two thirds of said land, and the deed from Smith & wife and Hadley and wife to these respondents, conveyed the whole; These respondents deny that a Court of Equity has any jurisdiction of this case. They are in full and undisputed possession of the whole place, under claim and color of title, by virtue of their deed aforesaid, and they insist that the said Complainant should resort to his remedy at law, if any he has.
And having fully answered, these respondents pray to be hence dismissed with their costs &c.

Baker & Walker
Counsel for
Abbott & Howard

Abbott & Howard

Commonwealth of Massachusetts
Suffolk ss
City of Boston to wit, F. A. Howard

one of the firm of Abbott & Howard this day personally appeared before me and made oath that the matters and things set forth in the foregoing answer, are true to the best of his knowledge and belief.
Given under my hand this 8th day of September 1874.

Wm B. S. Gay
Notary Public

Smith

Ans

Smith Letter

of

Abbott & Howard

Filed 19 Sept 1870

Baker & Hoadley

N.D

To Truman B. Smith, Saml. Smith, Geo. A. Hadly,
Jno. Atkins & Jno. A. Howard

Take notice that I shall on the 13th day of November 1874, next, at the Office of John R. Kilby Son in Suffolk Virginia between the hours of 8 a. m. and 6 p. m. of that day, proceed to take the Depositions of David Smith and others, to be read as evidence in my behalf, in a certain suit in Chancery, depending in the Circuit Court of Nansemond County, wherein I am plaintiff, and you are defendants; and if from any cause the taking of the said Depositions be not commenced on that day, or if commenced be not concluded on that day, the taking of the same will be adjourned and continued from day to day or from time to time, at the same place and between the same hours, until the same shall be completed.

Respectfully,

David Smith

by John R. Kilby Son atty.

To the Sheriff of County to execute.

We acknowledge Receipt
of the Notice for Messrs
Abbott & Hancock.

Octo. 24. 74 Baker & Walker

The Deposition of David Smith, Taken at the office of John R. Kilby Esqr in Suffolk, Virginia on the 13th day of November 1874, between the hours of 8 a. m & 6 p. m. of that day, to be read as evidence on behalf of the plaintiff in the Chancery suit now pending in the Circuit Court of Nansemond County Virginia, wherein the said David Smith is plaintiff, and Truman B. Smith, Saml. L. Smith, Geo. A. Hadley Jas. Abbott & Fredk. A. Howard are Defendants,

Taken pursuant to the annexed notice

Present John R. Kilby Plts. atty
" Richd. H. Baker Defts. atty

The said David Smith being duly sworn says as is set forth in the answers to the questions following.

1. Question by Plts. attorney

How old are you? where do you reside? are you the plaintiff in the above case & do you know all the parties to the said suit?

Answer: I am 53 years old, West Meriden Connecticut, is where I reside I am the plaintiff in this case, and I know all the parties to this suit.

2. Question by same:

Examine paper (exhibit B.) filed with the Bill and say whether that paper was executed by said Saml. L. Smith and wife and what

were the circumstances and consideration and whether Truman B. Smith knew of its execution s. (This question is objected to by ~~Answer~~ Counsel for Abbott & Howard because if said paper "B" ever had any legal validity not having been recorded according to law, it can have no effect against them. As against them it is not competent to the plaintiff to prove any title in himself otherwise than by a previously recorded conveyance)

Answer of deponent: I have examined the paper "B" referred to, and I say it was executed by Saml. L. Smith & his wife Caroline F., The circumstances attending its execution were these: I bought them out allowing them $1000. He had been sick, things were getting behind, he offered to sell out to me, and he wished to return South and proposed to me to buy him out, which I did and took the said paper "B", My Bro. Truman ~~3. Question~~ B. Smith was aware of the purchase and advised me to buy him out, and said that the way things were being managed money was being lost

3. Question by same:

Examine paper (Exhibit "D" dated 9th. Dec. 1871) and say whether that is Truman B. Smith's signature and hand-writing and

whether you and Truman B. Smith had agreed to divide the land referred to in the proceedings and in what proportion?

(This question is objected to by the counsel for Abbott & Howard upon the ground that the paper referred to, can have no legal effect to impair the title of said defendants and it is not competent for the plaintiff to give in evidence parol agreement between him and Truman B. Smith in regard to the matter),

Answer: I have examined the paper "D." It is in the hand-writing of my Bro. Truman B. Smith, as is also the signature, I did not see him sign it, but am familiar with his hand-writing, having received a number of letters from him, and having seen him write, He, my Bro. Truman B. Smith did agree to divide the land referred to in the proceedings, by running from the county road down a east path to the creek thus dividing the land into two nearly equal parts. The fact that he chose had the most acres, I think, also the peach orchard and all the old buildings except the dwelling on it, In summing up our accounts in a settlement which we had, his account exceeded mine about $30, and I therefore gave him his choice in the division of the land and he took the west side or that next to Mr. Lee,

D. Corbett and I the other part.

4 Question by same:

When you and your Bro. Truman B. Smith thus divided the land as stated above, explain the circumstances which led to the division?

(This question is objected to, by counsel for defendants).

Answer: He proposed, previous to the division, to sell out, because he had failed in business and I suggested that it would be better to divide, I not wishing to put any more money in the place, and therefore he agreed to the division, which took place as above stated,

5. Question by same.

Examine Exhibit "F" filed in this cause & say whether the same is signed by your Bro., the said Truman B. Smith ~~& whether~~ ~~by him~~ written by him, and whether the said Truman B. Smith explained to you what understanding he (said Truman B. Smith) had with Geo. A. Hadley to whom he had undertaken to convey two thirds of said land by his deed of 24 January 1872 (Exhibit E.)?

(This question objected to by defendants counsel)

Answer: I have examined the said paper

"F." It was written by him and signed by him. He said nothing to me of the deed ~~of~~ to said Hadley referred to above before it was executed, nor did said Hadley say anything to me about it. I was ignorant of it, until some time after its execution.

6 Question by same.

Who had charge of the farm referred to in the proceedings and managed the same? Answer: My Bro. S. L. Smith after the purchase had charge of it by consent of myself and Bro. Truman B. Smith. I came down in the winter of 1868-9 and as I before, a week ~~or~~ or two before I bought S. L. Smith out, and skidded a part of the wood that had been cut the year before, I had been down the winter before superintending the cutting of the wood & remained until June. My Bro. S. L. Smith left soon after I bought him out, and I rented one half the place to a man named Newton left my Bro. Truman B. Smith's son in charge of the other half with a horse stock & tools to carry on farming. The next season after this, or third year after the purchase I rented the whole place to two men named respectively Butler & Steeples. The next year after this I rented the whole

place to said Steeples alone, with the consent of my Bro. Truman B. Smith, who left me to come down here and do the best I could with the place. After this the agreement for the divison was made & I left My half in the hands of Mr. Leighton Wilson to manage for me.

7. Question by the same.

In the original purchase of the very land as referred to, in the proceedings who paid the purchase money & in what proportion & how did you pay your share?

(Objected to counsel for defendants)

Answer: I paid $500 at the time of the purchase, A. L. Smith & wife, paid when they came down what is shown by the paper, ~~what~~ they had in there, At another time when Truman B. Smith came down to make a payment, I let him have $200 to make payment with, The balance of what I put in is shown in the account of stock & Tools, See Exhibit "H." filed in this cause.

8. Question by same.

Examine exhibit "H." filed in this cause & say whether you or your Bro. Truman B. Smith had a final settlement of all accounts, when you divided the

land as alone stated and whether the account (H) was included in the settlement

(Objected to by defendants counsel)

A.— I have examined the exhibit H. I considered that we did have a final settlement of all accounts, when the land was divided and the said account (H) was included in the settlement.

9 Question by same.

Did you ever have notice of any suit having been brought by said Abbott & Howard in the Circuit Court of Albemarle County, Va. against Truman B. Smith & others to seek the said Keyland.

Answer: I ~~do not~~ did not have notice of any such suit.

Cross-examined by defendants' counsel

1. What is account "H"?

A. It is an account of expenses on the place I was put to for stock, tools, time spent, cutting wood etc.

2. You say then do you that it is an account between you and the place or farm?

A. Yes.

3 Did you make it up?

A. Yes, because I kept the account, my son drew it up on this paper.

4. What is the original account,

It is in ~~small items~~ in several

small private memorandum books, in different items kept in pencil and the books are at home, in Conn,

5. Q. When was this account made up?
A. About the time the division was made

6. Has it been in possession ever since?
No, I left it with Mr. Kelby when this suit was brought.

7. It shews a balance of $2991.01 does it not, due to you?
A. Yes,

8. Who owed you that $2991.01 when the account was made up?
A. The place

9. Does that account shew all the items of money received by you from the place?
A. All the items, I think, are not there in detail, but the aggregate is there,

10. Has that balance been paid or settled?
A. I supposed it was settled when we agreed to the division of the farm

11. Has T. B. Smith never disputed the accuracy of this account?
A. No Sir, the same having been examined by him when we divided the land,

12. You have said, have you not, that all the money you ever paid on the purchase of

the land, was $500 & $200 afterwards
paid to T. B. Smith ;
A: That was all at the first purchase,
until I bought out S. L. Smith the
year after.
13, Who made the first purchase ;
A: I closed the bargain with Mr. dos-
worthy myself
14, Did you not say in your examina-
tion in chief that S. L. Smith made
the purchase first to T. B. Smith & went
to him to help him ;
A: No Sir
15, What did you say or commence to
say on that subject ;
A: I commenced to say that S. L. Smith
had been down here seen the place
was anxious to buy the place but did
not have the means, He went to see T. B.
Smith to get him to assist him, T. B.
Smith sent him to me to see if I would
help him too, He pictured the farm to
me in glowing colors. I said if we would
help him to buy the place, he thought he
could make enough to pay for it very
soon or within a year or two, he being
anxious to get on the place, I said if
T. B. Smith chose to go down to look at it
I would go with him & S. L. Smith

and we all three did go down to look at the place. T. B. Smith could not remain long, but we examined the place & after some negotiations I went to Norfolk and purchased the place for $500, in the name of all three of us.

16 Q. What is the third item of $600 in account "H." for?

A. For six months of my time spent attending to the cutting of the wood.

17. Q Was that after or before S. L. Smith went home.

A. It was before he went home. i.e. before I bought him out.

18. What is the next item for?

A. For money that I let him have to get help with from the farm with, cutting shifting wood &c.

19 Q What are the items of $300 & $500 Apl. 8, 1869 for?

A. They were amounts paid by me to S. L. Smith & his wife for my purchase of his interest,

20. Q Who sold the timber and wood cut? I contracted for 200 cords & T. B. Smith for the balance to the same parties

21. Q Have you any deed of conveyance from S. L. Smith?

A. None but safer "B." Receipts for money

feciel Memn.

22. Q Where are the receipts referred to?
A. I left them with Mr. Wilson, I think,

23 Q. Has Dorsworthy been paid in full?
A. Yes, I understand so,

24. Q. Did you see T. B Smith sign the two papers "D" & "F"
A. No,

25. When did you first make the acquaintance of Abbott & Howard?
A: Last winter, First and only time I ever saw them,

26. Q. State what period of time you spent in Virginia upon this place from the time it was purchased until the time you went away Name the months & years?

A: I can't state the exact number of months I was here, being first here & then away, but the account will show as I charged all time I was here, except a few days or weeks probably during which I made no charge.

27. Q Did you make with T. B. Smith at the time of your alleged partition of the land or at any other time, any deed or other writing in regard thereto & signed by you & him?
A: No deed was made, but a pencil memorandum was made of an agreement, to part

by both of us, and drawn up by Mr. Schneller

28. Where is that pencil ~~memorandum~~ memorandums?

A. I don't think it was presented, I did not get hold of it.

29. Q. Who is where is Mr. Schneller?

A. I don't know where he is, He lived at that time at Ansonia in Conn, I think he had an office & attended to business of this kind

30. Q. Are you & T. B. Smith on good terms?

A. yes, I suppose so,

31, Q Have you always been so?

A. yes Sir

32. Q Do you say that you have never had any difference with him in regard to this property?

A. I do, except that I never was satisfied with the quit-claim deed from D. D. Smith to T. B. Smith when it ought to have been made to both.

And further than this, this defendant saith not.

David Smith

State of Virginia
Nansemond County, to wit:

I, Wilbur J. Kilby, a Notary Public

in and for the county in the State aforesaid, do certify that the foregoing deposition of David Smith was taken before me at the time and place mentioned in the caption thereto and in pursuance of the notice annexed.

Given under my hand this 13th. day of November 1874.

Wilbur J. Kilby
Notary Public

Fee $5.

David Smith
v. } chy.
Truman B. Smith & als.

Deposition of
David Smith

J. Smith

v

Smith et al.

On the 10 April 1869. Nonsuit et al., sold to J. B. Smith, David Smith & Same L. Smith, certain Land in Harris Co (see deed Ex. "A"

Then each became owner of 1/3

The Land was occupied a while hand cut &

On 15 Oct 1869. Same L. Smith quite claimed their right to said land to J. B. Smith & David Smith, see paper Ex. "B" — This paper not recorded, but J. B. Smith knew it

J B. Smith also acknowledges that he & David Smith were each owner of 1/2 see paper Ex "D" see David Smiths deposition, see paper "H", written after sale by J. B. Smith to Hadley — since acknowledging David Smiths interest

The Quit claim deed (Ex. C") from Same L. Smith to J. B. Smith was therefore taken by J. B. Smith with full knowledge that said S. L. Smith had sold out to said J. B. & David Smith, and a Quit claim deed subsequent to an unrecorded deed, conveys no title, see Marshall v. Roberts. 11 American Reports p. 201. and a Quit claim deed is not regarded as a

Bona fide purchaser without notice
May v. Le Claire, 11 Wallace p. 217

So that J. B. Smith in taking a Quit claim Deed — took it with notice of a prior sale (tho, unrecorded) by Saml. L. Smith to said J. B. Smith & David Smith,

and taking with notice, took nothing as. 2 vol: Leading cases in Equity
53 side
p ~~135 (30p)~~
2 Rob. Prac (old) p. 26 &c.

J. B. Smith on 24 Jan 1872, undertakes to convey 2/3 of the Land to Hadly (see Ex. "E"), when he only owned 1/3 and that he got from Nunnally, & 1/2 of a 1/3 from S. L. Smith — he acknowledges he own 1/2.

On 26 July 1872, The same Saml. L. Smith & & Nunnan B. Smith & Hadly sube sees to Abbott & Nunnan the Whole tract, notwithstanding Saml. L. knew he had released his 1/3 to Nunnan & David — and Nunnan notwithstanding he knew he had recognized David's claim as above, & knew he had no deed for but 1/3 of Nunnally & 1/3 of 1/3 of Saml. L.

Some accounts are referred to, but I do not consider them as important — only as assigned by Nunnan B. & David, shows

have determined to call all open accounts
as closed & divided the Land — see
Deed Smith, dep —

Samuel Smith in his dep. taken
by the Defts says he over his interest
on — fel 1869 Deed'd Truman B. Smith
and he states as a reason why he gave
Truman a Quit claim Deed, he thought
Truman had bought out Reed.
and he proves that Truman paid
him only $300 & Deed $700.

We agree to accept 1/2 as stated in
the Bill.

John R Kelly
Sol

22 Mar. 1875

Smith
4

Smith vs

Suit
by J. R Kelly
Atty. also.

Smith
vs:
Smith & als -

This suit was brought by David Smith plaintiff against Truman B. Smith, Samuel L. Smith, Geo: A. Hadley, Jeremiah Abbott and Frederick A. Howard the last two doing business under the name and style of Abbott & Howard as defendants, claiming two thirds of the tract of land in the proceedings mentioned, praying for Partition, or a sale and division of the proceeds, and declaring his willingness to receive one half of said proceeds for his share.

He founds his claim to 2/3rds or 1/2 of the ~~land~~ on the following several grounds.

1st The purchase from Norsworthy 10th April 1869 see deed, exhibit "A"

2d Upon an alleged purchase of 1/3 from Saml L Smith evidenced by Exhibit "B" dated 15th Feb: 1869. two months before the property was purchased from Norsworthy.

3 Upon an alleged verbal agreement between himself and T. B. Smith, under which it was understood that they would divide the land equally - and

4th Upon an account of his transactions about said farm showing the payments of purchase money and expenditures on account of it. These are the grounds on which he bases his pretended title to 2/3ds of the land.

Let us examine the claim on his own grounds -

1st The Purchase from Norsworthy of 10th of April 1869.

Under this deed the plaintiff can by no pretense of reason claim to own anything more than 1/3 of the land as joint Tenant, and only that provided he had paid 1/3 of the purchase money. viz 1/3 of $5000 = $1.666,66⅔.

By his own sworn admission (see his deposition answer to Cross interrogatory No. 12) he paid only $700 of it.

Abbott & Howard purchased the whole property (see Exhibit D of T. B. Smith and others by deed of general warranty for full value, in entire ignorance of the dealings between the Smith Brothers, T. B. Smith being in fact the owner of the whole and owner by recorded deeds of 2/3ds. Now it hardly needs either argument or authority to show that T. B. Smith's deed (Ex D) conveyed all his interest and title in the land, and in a Court of Equity if T. B. Smith, as the record shows, paid all of David Smith's share of the original purchase money except $700, T. B. Smith became entitled to that one third as well as his own, to the extent to which he paid the purchase money thereof. In other words T. B. Smith by the payment of $966.66 for David Smith, in the purchase of the property, became entitled to an interest in the land to that extent, which he conveyed to Abbott & Howard and which in a court of Equity as between them and the Smith, they are entitled to insist shall be so declared. Under the deed from Norsworthy then we say David Smith had an interest in the land of 700/5,000 or about 1/7 instead of 1/3. not more.

2° The next ground upon which the plaintiff bases his claim is an alleged purchase of 1/3 from Samuel L. Smith as evidenced (by Exhibit B) In answer to this it would seem to be sufficient to say that Exhibit B purports to have been written about two months before the property was actually bought, and before Samuel L. Smith had any interest in or title to it —

But be that as it may, it is clear that Exhibit B under the laws of Va conveyed no title and is a mere nullity for all purposes, except perhaps as the basis of a suit for damages by David Smith vs S. L. Smith Certainly it cannot operate to effect or impair the title of Abbott and Howard who are innocent purchasers for full

value without notice, see Code of Ta 1873 p 887
8-7-

3 The third ground on which David Smith bases his claim to 1/2 of the property viz: his verbal agreement with T.B. Smith, (proved only by his own deposition) to divide the land equally between them, is equally untenable; it was a verbal agreement utterly void under the Statute of Frauds, and incapable of being made the ground of an action or suit, even between himself and T.B. Smith and "a fortiori" can it not be used to defeat the just claims of an innocent purchase for value.

4 His fourth ground, to wit his so-called account against the farm (Ex A) is also more untenable. No account he could make would give him any claim upon the land, and the account fund, on its face is without foundation in fact or Justice, and all its principle items are repudiated by T.B. Smith in his deposition, so that the balance would be largely against the plaintiff upon a fair statement. We challenge any adjustment founded on a proper and honest statement of his transactions in the matter, and believe we are prepared to show that he is largely indebted for timber and wood over & above all disbursement really made by him.

So much for the Plaintiffs case as stated by himself - We submit that it is neither sustained by any legal principle, nor warranted by any equities known to us -

The case of Abbott & Howard is briefly this - They were large creditors of T.B. Smith. T.B. Smith represented himself as the sole owner of this property. They filed their Bill in this court (see Record in suit of "Abbott & Howard" vs Smiths" herewith) which suit is still pending, in which they attached this land as T.B. Smiths, and to which David Smith was a party -

He filed no answer and did nothing to protect his alleged rights -

Whilst that suit was pending T.B. Smith and Hadley & Wife (to whom T.B. Smith had sold 2/3 of the land) united in a deed to Abbott & Howard (see Ex "G") of the whole property for full value paid by them -

They immediately took possession and rented out the property and were in possession when the sale of the property (by consent) took place.

We ~~claim~~ T.B. Smith was sole owner of the property - He paid all the purchase money, with the exception perhaps of the $700 paid by David on account of his original 1/3, and the

present effort of the Smiths is by a combination among themselves, to beat Abbott & Howard out of it—

Under the laws of Virginia no technical language is necessary to constitute a valid deed - S. L. Smith's deed to T. B. Smith is not, as the plaintiffs counsel chooses to call it, a mere "quick claim" deed; It conveys his whole interest as shown by the records; all that is necessary to constitute a valid conveyance is an "intention to convey and sufficient matter to support it", Rob vs Tranmad 2d Smiths Leading cases Ed 1873 p 472 & cases cited.

The cases cited by the plaintiffs Counsel are not in point, - Marshall vs. Roberts 10 Am. Reports is not, because in the case at bar S. L. Smith never made any deed to David Smith of any sort, and S. L. Smith had therefore the legal right to sell to T. B. Smith all his interest in the land.

We concede that David Smith has an interest equal to the proportion that $700. bears to $5.000, subject however to an account of the rents and profits received by him, and no more.

Baker & Walker
for Abbott & Howard.

Note — It will be observed that S. L. Smith Conveyed 2/3ds to Gen. A. Hadley 24 June 1872, viz his own original 1/3 and the 1/3 he bought of David, or acquired by reason of his buying for David, and by reason of David's receipts for wood and timber, &c and it will be also noted that T. B. Smith did not acquire S. L. Smith's 1/3 until March 4. 1872. See Exhibit "C"

Smith vs Smithvals.

Note of Argument
for Abbott & Howard

Baltimore

Smith

vs

Smith &al:.

This cause came on to be heard on the papers formerly read & on the Report of Sale made by John R. Kelly & Richd. H. Baker, Comrs. under the decree of this Court, made in this cause, at the September Term 1874 of ~~this Court~~, and was argued by Counsel:

On consideration whereof, the Court doth confirm the said Report, to which there is no exception, and doth adjudge, order and decree that the said John R. Kelly & Richd. H. Baker Comrs. as aforesaid, receive of the Clerk of this Court (on their taking a receipt for the same) the Certificate of Deposite of the Commercial Bank of Suffolk Va. for $342.15. filed with the said Report, and collect the same with all interest that may be due thereon; and that the said Comrs. also receive of Abbott Howard, the purchaser of the real estate, sold under proceedings herein, the sum of $1086.66⅔, with interest thereon from the 9th. day of November 1874, and make to said Abbott Howard a deed with special warranty for the real estate sold as aforesaid, and out of the said ~~proceeds~~ money, pay any costs that may remain unpaid, and then pay one half of the residue to the plaintiff David Smith:, and the other half

David Smith

vs

T. B. Smith dec.

1875

Ord. Ct.

Decree

To be entered.

Geo. B Lord
J

Entered O. B No 1 p. 293

Decree of Jay Probate Abbott thereon, and made part of Court.

Atlantic, Mississippi & Ohio R. R. Co.'s

Telegraph Line

TO POINTS NORTH, SOUTH, EAST AND WEST.

Norfolk Office, under People's Bank.

TERMS AND CONDITIONS.—The rules of this Company require that all messages received for transmission shall be written on the message blanks of the Company, under and subject to the conditions printed thereon.

EGE'S PRINT.

Received from Norfolk. oct 1st 1874.

Addressed to Jno. R. Kirby Suffolk

We Consent to the decree.
in Smith against Smith

Baker & Wallace

Paid 25c

ANSWER BY THIS LINE!

Consent to
Decree.

Smith

vs,

Smith & others —

This cause came on this day to be heard upon the Bill of the Complainant regularly taken for confessed as to the defendants I. B. Smith, Geo. A. Hadley and Samuel L. Smith, who have been proceeded against in the manner prescribed by law against absent defendants; upon the Answer of the defendants Abbott & Howard and replication to the said Answer and Exhibits filed, and upon argument by Counsel —

On consideration whereof the Court without deciding any principle or question involved in the cause, by consent of parties doth adjudge and decree that the lands in the Bill and proceedings mentioned, known as the "Wisley Homestead" be sold out and out and that Jno. R. Kelly and R. A. Baker, be the Commissioners to make the said sale, who shall sell

the same at public auction
to the highest bidder, before the
Court House door of Nansemond
County or some County Court
day after having first advertised
the time terms and place of
sale for ten days in a newspaper
published in the town of Suffolk,
and on the following terms to wit,
One third Cash, the balance on a
credit of six and twelve
months, taking from the purchaser
bonds in even amounts, bearing
interest from the day of sale and
retaining the title until the purchase
are of the County and out of
the proceeds of such sale the
said Commissioners are directed
to pay the expenses thereof, and
the costs of suit, and to de-
posit the residue thereof in
the Farmers Bank of Nansemond
to the credit of this Cause and
make report thereof to the Court.

But this decree is to be sus-
pended until the said Jno R.
Kilby and R H. Baker shall ex-
ecute in the Clerks office and
before the Clerk of this Court a

bond in the penalty of three
thousand dollars payable to
the Commonwealth of Virginia
and conditioned for the faith-
ful performance by them of
the duties of their said offices
as trust under this or any
future decree that may
be pronounced in this cause

Smith
vs E Dean
Smith Log

Sept 29. 74
Tobe entered

At a Circuit Court continued and held for the County of Nansemond on Wednesday the 13th: day of October 1875:

Daniel Smith . . . Plaintiff.

Against } In Chancery

Truman B. Smith, Samuel L. Smith, George A. Hendly, Jeremiah Abbott and Frederick A. Howard, the last two doing business under the name of Abbott & Howard. . . Defendants.

This cause came on to be heard on the papers formerly read and on the report of sale made by John R. Kirby and Richard H. Baker, Commissioners under the decree of this Court, made in this cause, at the September Term 1874. and was argued by Counsel.

On consideration whereof, the Court doth confirm the said report, to which there is no exception, and doth adjudge, order and decree, that the said John R. Kirby and Richd H. Baker, Commissioners as aforesaid, receive of the Clerk of this Court, (on their leaving a receipt for the same) the certificate of Deposite of the ~~Farmers~~ Commercial Bank of Suffolk Va. for Three hundred and forty two dollars and fifteen cents filed with the said report, and collect the same with all interest that may be due thereon: and that the said Commissioners also receive of Abbot & Howard, the purchasers of the Real Estate, sold under proceedings herein the sum of One thousand and eighty-six dollars and Sixty-six and two thirds cents, with interest thereon from the 9th: day of November 1874, and make to said Abbott & Howard

a Deed with special warranty for the real Estate sold as aforesaid, and out of the said money pay any costs that may remain unpaid, and then pay one half of the residue to the plaintiff Daniel Smith and the other half thereof pay to said Abbott & Howard. and make report to Court

A Copy,

Teste,

Peter B. Prentiss. Clerk

Unpaid Costs

Clk (P.B.P) . . $4.55

W.J. Vol. N.P.
for Taking Depo: } 5.00

Jas. Bradford Justice
Mileage - - - do. } 1.08

$10.55

Daniel Smith
vs
D.B. Smith et al.
Copy of Decree

Smith
vs.
Smith & als

To Messrs. Jno R. Kilby and Ceiland H. Baker
Commissioners of Sale in the above
entitled Cause

The "Grey Homestead"
which was purchased by me on the 9th day
of November 1874, at the sale made by
you as Special Commissioners in this suit,
was purchased for Messrs Thos. Firth & Sons
of Sheffield England, and has been
paid for with their means, and you
are to make the Conveyance for
the said property to "Thos Abbott Trustee
for Thos. Firth & Sons"

Yours respectfully
Abbott H Howard

Received
Charles Cates Colley

Smith

Mr. Smith Hall

Statement.

Amo: on deposit in the Commercial Bank	$ 242.15
Int to 1. Dec. 1875.	25.00
Amo: of Unpaid purchase money.	1086.66
Int: from 9. Nov. 74 to 1. Dec 75 - 1 - 21	68.96
	1.522.77
Costs yet to be paid & Dec.	25.63
	1.497.14

A & H. 1/2	$ 748.57
D. Smith "	748.57
	1,497.14

D. Smith to be found there.
He is entitled to — $ 748.57

Amt: in Bank to his credit	$ 367.15
by cash — the yet to be paid.	25.63
	341.52
Amt of Draft on A. & H.	407.05
	$ 748.57

At a Circuit Court continued and held for Nansemond County, the 13th. day of October 1875.

David Smith. . . . . Plaintiff.

Against } In Chancery

Truman B. Smith, Samuel L. Smith, George A. Hadley, Jeremiah Abbot and Frederick A. Howard, the last two doing business under the name of Abbot & Howard. . . . . Defendants.

This Cause came on to be heard on the papers formerly read and on the Report of sale made by John R. Kilby and Richard H. Baker, Commissioners, under the Decree of this Court, made in this Cause, at the September Term, 1874, and was argued by Counsel. On Consideration whereof the Court doth confirm the said Report, to which there is no exception, and doth adjudge, order and decree that the said John R. Kilby and Richard H. Baker, Commissioners as aforesaid receive of the Clerk of this Court (on their leaving a receipt for the same) the Certificate of Deposite of the Commercial Bank of Suffolk Va. for three hundred and forty-two dollars and fifteen cents, filed with the said Report and collect the same with all interest that may be due thereon: and that the said Commissioners, also receive of Abbott & Howard, the purchaser of the Real Estate sold under proceedings herein, the sum of One Thousand and eighty-Six dollars and Sixty-Six and Two third cents, with interest thereon from the 9th. day of November 1874. and make to said Abbott & Howard, a Deed with Special warranty for the Real Estate sold as aforesaid, and out of the

said Money, pay any costs that may remain unpaid, and then pay one half of the residue to the Plaintiff, David Smith, and the other half thereof, pay to said Abbott & Howard; and make report to Court.

A Copy:

Teste,

Peter B. Prentis. Clerk

David Smith

vs } Co: Decree
Octo: Term 1875

Truman B. Smith Ld.

Penn Bank Natl

In the Circuit Court of Nansemond County Va.

We Undersigned, report to the Court, that they have executed the decree of the 13th Oct. 1875, made by said Court in the cause of David Smith against Truman B. Smith and others defendants, as follows — we received of the Clerk of said Court the Certificate of deposite of the Commercial Bank of Suffolk ardered, amounting to $342.15

and collected the same, with the Interest
on the same 4th Dec 1875 of 25.00

$367.15

and we collected of Abbott & Howard as
directed by said decree of $1086.6673
with Int. from the 9th Nov. 1874
to 25 Nov 1875 68.96 — $1155.62

$1522.77

To paid Balance of costs 25.63

$1497.14

To paid David Smith Jr per said
decree & per ret. $748.57
To paid Abbott & Howard Jr
per decree ret $748.57 = $1497.14

We deed was made by us for the Real estate sold under proceedings had herein, to Jer. Abbott Trustee for Mrs. Ruth Sims" as required by Abbott & Howard the purchasers, as required by them by writing annexed, which we ask the Court to confirm

Respectfully submitted
John R. Kelly
R. H. Baker Comrs

Dec 1st 1875.

1875 Dec 1. Rec'd of John R. Kelly and Rich'd D. Baker, Commissioners, the sum of seven hundred forty eight dollars & fifty seven cents, amount to which David Smith is entitled to, of the fund in said Commissioners hands.

John R. Kelly Atty.

for David Smith $748.57

1875 Dec 1. Rec'd of John R. Kelly and Rich'd H. Baker Commissioners, the sum of seven hundred & forty eight dollars & fifty seven cents, amount to which Abbott & Howard are entitled to, of the fund in said Commissioners hands, by allowing them a credit of that amount upon the purchase price of the land.

Baker & Walker

Atty's for A & H.

In the Circuit Court of Nansemond County
September Term 1874.

David Smith

Truman B. Smith Samuel L. Smith Geo. A. Hadley
Jeremiah Abbott and Frederick A Howard the last two
doing busing under the name of Abbott & Howard

This cause came on this day to be heard upon
the Bill of the complainant regularly taken for
confessed as to the defendants T. B. Smith
Geo A Hadley and Samuel L Smith who have been
proceeded against in the manner prescribed by
law against absent defendants, upon the
answer of the defendants Abbott & Howard
general replication to said answer and
exhibits filed and was argued by Counsel
On Consideration whereof the Court without deciding
any principal or questions involved in this cause
& by consent of parties doth adjudge order and
decree that the lands in the Bill and proceedings
mentioned, known as as the "Riddy Homestead"
be sold out and out and that John R Riddy and
R H Baker be the Commissioners to make the
said sale, who shall sell the same at public
auction to the highest bidder, before the Court House
door of Nansemond County on some County Court day,
after having first advertised the time time and
place of sale for ten days in a Newspaper published
in the Town of Suffolk, and on the following
terms to wit. One third Cash; the balance in a

credit of six and twelve months, taking
from the purchaser bonds in even amounts,
bearing interest from the day of sale, and
retaining the title until the further order of
the Court, and out of the proceeds of such sale
the said Commissioners are directed to pay the
expenses thereof and the costs of this suit,
and to deposit the residue thereof in the
Farmers Bank of Nansemond to the credit of
this cause, and make report thereof to the
Court. But this decree is to be suspended
until the said Jno R Riddy and R H Baker shall
execute in the Clerks Office and before the Clerk of
this Court a bond in the penalty of three
thousand dollars payable to the Commonwealth
of Virginia and conditioned on the faithful
performance by them of the duties of their
said Office or trust under this or any ~~other~~
further decree that may be pronounced in this
cause

A Copy

Teste

W E Everett Clk

Smith

vs

Smith

Sept Term 1874

(Deft)

David Smith
v.
Truman B. Smith &al: } In Chancery.
In Nansemond Cir. Ct. Va

The Undersigned, respectfully report to the Court, That pursuant to the decree of said Court, made at the September Term 1874, in the above case, they proceeded to advertise the Land therein referred to, & known as the "Vesey Homestead", containing 290 acres, more or less, and did on Monday the 9th day of November 1874 (being Court day) sell at auction before the Court House door of said County the said on the Terms named in said decree, when the same was purchased by Abbott Howard

for $1630.00

By one third cash $543.33 1/3

The only Expenses were received in cash

to wit: 5 per cent Com: on $300 = $15.00
To 2 per cent Do: on $1330. 26.60
" paid Geo. D. Parker, Crier 10.00
" " Suffolk Herald, advs 6.00
" " Norfolk Virginian Do: 6.75
" " Clerks fee, to date 12.40
" " Writ Sap: 1.00. Ord. pub. $5. 6.00
" " plaintiffs atty. 30.00
" " Defendts: Do. 30.00 = $142.75

Balance in hand, in cash $400.58

[illegible]

over

By cash in hand bro. in $400.58

Paid Taxes per rects 58.43

~~Paid Costs~~ ——— $342.15

To amo. deposited in Commercial $ 342.15
Bank Suffolk as per certificate of deposite
annexed.

No Bond was taken of Abbott Howard for the
remainder of the purchase money, ~~as is assigned~~
~~they are entitled to retain~~ as the Land is still
bound for the same.,

one half due at 6 mos. from 9 Nov
1874 with Int. from date $ 543.33 1/3
and same due at 12 months
Credit with like Interest $ 543.33 1/3
Total $ 1086.66 2/3

Respectfully submitted
John R. Kelly Comrs.
R. H. Baker

David Smith

vs

Truman B. Smith Sal:

Report of sale
by
Baker & Kelly Comrs

1874 Dec 31. Filed for exceptions

1875 Nov 28th Rec'd of the Clerk of the Court the certificate of deposit in the Commercial Bank of $342.15. as directed by Decree of Oct. Term 1875. Edwd R. Kelly for Kelly & Baker Comrs

Mr. John H B Virey Est, Chuckatuck Township.

1872. To WM. ELEY, Treasurer of Nansemond County.

	Dols.	Cts.
To State Tax on 323 acres land, ~~value $~~ at Ints ~~at 50 cts. on $100~~	17	09
To State Tax on Personal Property, ~~value $~~ School & Int ~~at 50 cts. on $100~~	3	24
Total State Tax & School Tax	20	33
~~To County Levy, 50 per cent. on State Tax~~ 15 p.c. et 14 p.c.	2	34
To Parish Levy, 10 per cent. on State Tax		
To County and District School Tax on Property, 6 cts. on $100		
State and County Capitation Tax	~~1~~	~~50~~
Clerk's Fees		
Commissioner's Fees		
Sheriff's Fees		
Total Tax on all subjects	22	49
December 1st, five per cent. added		

RECEIVED PAYMENT, of

J R Kilby & R H Baker Com'rs Wm Eley

Treasurer.

Collector.

Mr. Abbot Smith & Howard, Chuckatuck Township,

1874. To WM. ELEY, Treasurer of Nansemond County.

	Dols.	Cts.
To State Tax on 290 acres land, value $ 4350 at 50 cts. on $100...	21	75
To State Tax on Personal Property, value $ at 50 cts. on $100...		
Total State Tax.....	21	75
To County Levy, 50 per cent. on State Tax.....	10	88
To Parish Levy, 10 per cent. on State Tax.....		
To County and District School Tax on Property, 6 cts. on $100..... 4350	2	61
State and County Capitation Tax.....		
Clerk's Fees.....		
Commissioner's Fees.....		
Sheriff's Fees.....		
Total Tax on all subjects.....	35	24
December 1st, five per cent. added.....		

RECEIVED PAYMENT, Oct 7th Baker Com'r per Ely

John R Kelly & R

Treasurer.

Collector.

Abbott Smith & Howard

36.74
22.69
$58.43
held by Comy

Glennan & Adkisson, Proprietors.

Virginian Newspaper and Job Printing Office.

Norfolk, Va., October 19th 187/

Messrs John R Kilby & Son

To NORFOLK VIRGINIAN, Dr.

For Advertising Sale Land in Nansemond $16.50

Do Copy 1 a w 5 Times

Received Payment, Glennan & Adkisson

Accept Thanks,
and Compliments of Season

Glennan & Adkisson, Proprietors.

Virginian Newspaper and Job Printing Office.

Norfolk, Va., Oct 14 1874.

Messrs Thos R Kelly & R H Baker Comrs.

To NORFOLK VIRGINIAN, DR.

For Ad & Sale of Navy Homestead $

3 Square Whey 4 Arabs. 6.75

Received Payment, Glennan & Adkisson

Virginian

Vessy

VALUABLE LAND

In Barrett's Neck, Nansemond Co.,

FOR SALE.

By virtue of a decree of the Circuit Court of Nansemond county, Va., we will sell before the court-house door of said county, on

MONDAY, 9TH OF NOV., 1874,

(being court day) the land known as the "Vesey Homestead," containing

290 ACRES MORE OR LESS,

adjoining the lands of David Corbell, Peter McGowan and others. The place has on it a small Dwelling snd outhouses, and is convenient to navigation by Nansemond river and Chuckatuck creek, and to oysters and fish. A church is near the premises.

TERMS.—One-third cash, and the residue on six and twelve months credit, with interest from date, the purchaser to give bond and good security, waiving homestead exemption, and the title retained till the further order.

R. H. BAKER,
JOHN R. KILBY,
Commissioners.

oct14-ts

Suffolk. Va., Nov. 7th 1874

Mr Jno. R Kilby

To Suffolk Herald, Dr.

NEWSPAPER AND JOB PRINTING OFFICE,

WASHINGTON SQUARE, OVER COMMERCIAL BANK.

Oct.	14	To Pub: Dray Homestead for Sale	
		3 Inches 4 times	4 00
		50 Hand Bills	2 00
			$ 6 00

Paid P. G. Elam

All Available Text Successfully Captured

Cars -

Costs

Clk: (Coleman) .. $12.40

Atto: Atty Gen'l & Court } 61.00

Printer (or: Pub) 5.00

$78.40

Clk: P.B.P. 4.55

W.J.K. N.P. (for Sts) 5.00

Jas: Bradford 4.08

Justices Mags: (do) $94.03

Legal Notice.

COUNTY OF NANSEMOND—TO-wit:—In the Clerk's Office of the County Court for the said county, on Monday, the 20th day of April, 1874, in vacation:

David Smith.....Plaintiff,
against
Truman B. Smith, Samuel L. Smith, Geo. A. Hadley, Jeremiah Abbott and Frederick A. Howard, the last two doing business under the name of Abbott & Howard.....Defendants.

IN CHANCERY.

The object of this suit is for the partition or sale of a certain farm lying in Barrett's Neck, in the county of Nansemond, Virginia, and known as the "Vesey Farm," belonging to the said defendants.

Affidavit having been made that defendants are not residents of the State of Virginia, they are hereby required to appear in the said Clerk's office, within one month after due publication hereof, and do what may be necessary to protect their interest. A copy—Teste:

WILLIS E. COHOON, Clerk.

J. R. KILBY & SON, p. q. ap22-4t

Office of the Suffolk Herald,

Suffolk, Va., May 23th 1874

I hereby certify that the order, of which the annexed is a copy, has been published in the SUFFOLK HERALD in the manner prescribed by law, once a week for four successive weeks.

Thos. G. Edwards *Editor Herald.*

pr P

ad. Pleb.

The Commonwealth of Virginia,

To the Sheriff of Nansemond County--Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON Truman B. Smith Samuel L Smith George A Hadley, Jeremiah Abbott and Frederick A Howard the last two doing busineſs under the name of Abbott & Howard

to appear at the Clerk's office of the Circuit Court of Nansemond county, at Rules to be holden for the said Court, on the first Monday in April next, to answer a Bill in Chancery, exhibited against them in the said Court, by

David Smith

and have then and there this Summons. Witness, WILLIS E. COHOON, Clerk of our said Court, at his office, this 25 day of March 1874, in the 98 year of the Commonwealth.

Test W E Cohoon

Clerk of the Court.

Ulster Co Cir Ct

David Smith

v

Spa Cly

Truman B Smith et al

To April Rules 1874

PB 63

All of the witnesses defendants are residents of the State of New York

Bond & Hughes Att'ys

(CHANCERY SUMMONS.)

THE COMMONWEALTH OF VIRGINIA,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

Henry Austin

to appear at the Clerk's office of the County COURT OF NANSEMOND COUNTY, at the Rules to be holden for the said Court, on the first Monday in February next, to answer a Bill in Chancery, exhibited against him in the said Court, by Thos W. Laurence admr. of Wm R. Laurence and Thomas N. Crisp, John B. Jenkins guardian for the heirs of Wilson H. Darden decd, who sue for themselves and all other Judgment Creditors of Henry Austin

and have then and there this Summons. Witness, WILLIS E. COHOON, Clerk of our said Court, at his office, this 29th of day January 1872, in the 95th year of the Commonwealth.

Willis E Cohoon — *Clerk of the Court.*

Jonas W. Lawrence
admr. &c.
vs
Henry Austin

Executed Feby 1st 1872 and a copy delivered to Henry Austin
Wm. H. Kelly Sheriff

Jonas W. Lawrence
admr. &c.
vs
Henry Austin
Fi. Fac. July 1872
Co. Ct. Kelly p. s.

Pro. Book p. (82)

David Smith

v.

Truman B. Smith, Samuel L. Smith, George A. Hadley & Jeremiah Abbott & Frederick A. Howard, the last two doing business under the name of Abbott & Howard

In Chy Nam'd Cir. Ct.

"I, John R. Kilby, atty. for the plt. being duly sworn say, That I learn and verily believe that all the above defendants are non residents of the Commonwealth of Virginia

John R Kilby

16 Apl 1874

Sworn to before me

16 Apl 1874

W E Cochran

David Smith

vs

Truman B. Smith et al.

a/Indmt

Know all Men by these Presents, That we John R. Kelly and R H Baker principal and

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA, in the sum of ~~~~~ Three Thousand ~~~~~~~~~~ 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 9th day of November one thousand eight hundred and seventy four

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the said ~~~ John R. Kelly and R H Baker ~~~~~ who ~~has this day qualified before the County Court of Nansemond County as~~ were on the 2nd day of October 1874 appointed by a decree of the Circuit Court of Nansemond County, Commissioners in the case of David Smith against Truman B. Smith and others, to sell certain real estate in the bill and proceedings in said case mentioned

shall faithfully discharge the duties of his said office, then this obligation is to be void or else to remain in full force.

Signed, Sealed, acknowledged and delivered in the presence of

John R. Kelly {SEAL.}

R. H. Baker {SEAL.}

{SEAL.}

Jos. P. Webb {SEAL.}

County of Nansemond, To-wit : At a Court held for the said County, at the Court-house, the day of 18 , this bond was acknowledged by the obligors therein, and ordered to be recorded.

Teste ;

David Smith

vs } Commissioners Bond

Truman B. Smith et als
=
Executed 9 November 1874