

1884-012
Nansemond Co. (Suffolk)

Chancery Causes: George L. Neville et al vs Admx of Levi C. Thayer et al

Gard, Plain, Tucker, Sibley, Creveling, Twombly, Conger, Brady, Dunnville, Kenney,
Essex, Puffield, Cole, Pennett, Black, Moody, Hopkins,
Curran, Bailey, Cuthrell, Atkinson, Manchester

Folder 1 of 3

OVERSIZE
Box 2
- 4 broadsides

Cherville

vs.

Thayer's Admrx. Sal

This Cause came on this day to be again heard on the papers formerly read and on the Report of Special Commissioners, Wilbur J. Kilby and Wm H. Burroughs filed the 29th. day of December A.D. 1883, being a Report of the collection and distribution of money in pursuance of the decree entered in said Cause the 17th. day of October A.D. 1883 and was argued by counsel.

On consideration whereof the Court doth confirm the said report to which no exception has been filed and doth adjudge order and decree that the proceedings had in this Cause be final and binding between the parties and nothing more remaining to be done therein, doth order that this Cause be removed from the docket.

Beville

vs. } In Chy.
Thayer's Adm. Sale

Nauvoo County
Circuit Court

April 10 1884

Final decree

To be entered

Geo. Brown

Book 17 p. 652

Newville etc

Thayer et al

Exceptions of Laura P. Thayer adm^r of Levi C. Thayer & the Report of Robert Derritis filed Sept^r: 30th 1881.

The exceptants object to the allowance of the claim of Geo. L. Neville for rent amounting Principal \$309 interest \$33 $\frac{99}{100}$;

- 1st Because there is no evidence of a contract presenting at \$8 per month, except that of Geo. L. Neville himself, and of his books kept by him self as a private memoranda, and he is not a competent witness as to this ^{matter} because the other party, & the contract Levi C. Thayer is dead
- 2nd Because excluding the testimony of Geo. L. Neville, there is no evidence of use and occupation for any definite period, and no evidence at all of the value of that use and occupation, except that to be deduced from the facts, that it was a house of three rooms, and in miserable condition
- 3rd Because the testimony does not show any occupation beyond May 3. 1879, and the account is allowed for use and occupation

11/2 & the 31 Decr. 1879

Louisa P. Mayer admix. of
Levi. C. Mayer & Burroughs & Co
her atty.

Neville
Mayer & Co.

Exceptions of Louisa
P. Mayer admix. of L. C.
Mayer - & claim of
Geo. L. Neville

1883 Octo. 17th.
Considered and
sustained

Filed 3d. day of
May 1882 in vaca-
tion by leave of Court
but not considered nor
passed upon

Neville v-

Thayer et al.

The exceptions of J. N. Cole to the action of Commr. Robert R. Doeritis, disallowing his claim against the estate of Levi C. Thayer, dated 1. May. 1878 - as barred by the Statute of Limitations,

The exceptant, states, that while it is true that more than five years, elapsed between the period when his debt was due, and the decree for accounts rendered on the 14th of April 1881. Yet he states that soon after the death of Levi C. Thayer in May 1879, to wit about October 1879 he presented his claim to Laura P. Thayer, the administratrix of Levi C. Thayer, who acknowledged the debt and promised to pay it out of the assets of her intestate, and the evidence of the debt was left with the administratrix and by her presented to the Comptroller. At the time this claim was presented to the administratrix, it was not barred, and her acknowledgements & promise to pay were sufficient to prevent the running of the statute after that time.

The exceptant asks that he may be allowed to prove these facts before the Commissioners and that when their knowledge his claim may be

Neville &
vs
Thayer & Co.

Excitations of J. C. Cole
to the Report Comm.
Robert R. Prentiss

Considered
1883 Octo. 17th
and Over-ruled

Filed 3d. day of May, ¹⁸⁸²
in vacation by leave
of Court, but not con-
sidered or passed
upon

Allowed a garnish the estate of J. C. Cole by Burnough & Co.
his attorneys.
Being admitted & allowed's fees: 21 facts: 370
approximatively, Bishop & Harrison's estate, & Steghe 537.

Judicial Court of Nausemond County, S.S.
Geo. L. Kerville &c

vs.

Laura P. Thayer in her own right
and proper person and as Adminis-
tratrix of Levi C. Thayer deceased
and others.

The Replication of said Geo.
L. Kerville Complainant to the plea
of said Laura P. Thayer in her
own right and proper person and
as Administratrix of Levi C. Thayer
deceased, defendant

This Repliant saving and
reserving unto himself all and
all manner of advantage of
exception to the manifold insuffi-
ciencies of the said plea, for
replication thereto saith that he
will aver and prove his said Bill
to be true, certain and sufficient
in the law to be answered unto
and that the said plea of the said
defendant is uncertain, untrue,
and insufficient to be replied
unto by this Repliant; without this,
that any other matter or thing what-
soever in the said plea contained
material or effectual in the law

to be replied unto confessed and
avoided, traversed or denied, is
true; all which matters and
things this repliant is and will
be ready to aver and prove as this
Honorable Court shall direct and
humbly prays as in and by his
said Bill he hath already
prayed

Geo. L. Areville
By Wilbur J. Kilby and
A. S. Watts, his counsel.

Areville & Co.
vs. } In Chy.
Thayer & Co.

General Replica-
tion of Geo. L.
Areville, Plaintiff

Filed 16 Octo, 1880
by leave of Court

Exem't Court for Hausmond County, to wit:
March Rules 1880

Geo. L. Neville suing &c

vs.

Laura P. Thayer in her own right and
proper person and as Administratrix
of Levi C. Thayer deceased, and others.

And the said plaintiff, by his at-
torneys, comes and says, that notwith-
standing any thing by the said defend-
ant, Laura P. Thayer, in her own
right and as Administratrix of said
Levi C. Thayer, in her said plea al-
leged, this Court ought not to be pre-
cluded from taking further cognizance
of this ~~action~~^{suit}, because he says the
cause of said suit arose and
acrued to the said plaintiff within
the jurisdiction of this Court, to wit:
within the County of Hausmond afore-
said, And this the said plaintiff
prays may be inquired of by the Country.

Geo. L. Neville

By Wilbur J. Kilby and
A. S. Watts. p. q.

Aerville &c.

vs. } In Chy.
Thayer &c.

Replication to
Plea to the Jurisdic-
tion of the Court.

March 2nd 1880
Filed
clk.

Withdrawn under order
of 16 Octo. 1880 and
another replication filed

In the Circuit Court for the County
of Hansemond,
Geo. L. Neville, suing for the benefit
of himself and all other creditors of
Levi C. Thayer deceased Pltffs:

Against.

Louisa P. Thayer in her own right and
proper person, and as administrator of
Levi C. Thayer, Wilson Gard and Louisa
& his wife and others Defendants

The plea of Louisa P. Thayer in her
own right and as administrator of Levi
C. Thayer deceased to the Bill of complaint
of Geo. L. Neville

This defendant, by protestation not con-
fessing or acknowledging the matters and
things in and by said bill set forth and
alleged to be true, for plea to the whole
of the said bill, says,

That her intestate Levi C. Thayer
resided at the time of his death in
the County of Norfolk in this State,
that she administered of his estate in
the County Court of Norfolk County;
that she resides in the City of Ports-
mouth Virginia, and the process in
this suit summoning her answer

was served upon her by the Sheriff of the City of Portsmouth, in the said City where she then and now resides; that all of the defendants are heirs at law of Levi C. Thayer, that all of them except the defendant ^{Laura} ~~Louisa~~ P. Thayer are non-residents of the State of Virginia, and that none of the defendants reside in the County of Hansemond Virginia. That the plaintiff under laws of this State had no authority under this state of facts, to institute this suit in the County of Hansemond, or to have process issued from the Clerk's Office of the Circuit Court of said County, to be served in the City of Portsmouth.

All which matters and things this defendant doth aver to be true, and she pleads, to the jurisdiction of this Court, to entertain the said Bill, and prays Judgment of this honorable Court, whether she should be compelled to make any further answer to the said bill, and prays hence to be dismissed with her costs in that behalf, most wrongfully sustained.

Laura P. Thayer.

Burroughs & Co.

Subscribed and sworn to before me this 1st day of March,

R. L. Marshall
Clerk in Chancery,

Neville et al
VS
Thayer et al.

1880
March 2nd: Filed.
C.L.

The answer of Horatio A. Twombly one of the defendants to the Bill of Complaint exhibited against him and others in the Circuit Court of Nausemond County by Geo. L. Neville Complainant.

This defendant, reserving to himself all right of exception to the said Bill of Complaint, for answer thereto says,

That so far as he knows and is informed the facts and statements in said Bill contained and matters therein complained of, are true and ^{are} correctly stated and set forth in said Bill & he believes them to be true.

That it is certainly true, as stated in said Bill, that Levi C. Thayer in his lifetime executed his deed of trust on the first day of November 1873, which was recorded on the 25th day of November 1873 in the Clerk's Office of Nausemond County Court, conveying to Charles B. Duffield Trustee, in trust to secure to this defendant the payment of the sum of \$1300.⁰⁰ all that certain lot or parcel of land in the Town of

Suffolk in said County and on the West side of Main Street opposite the Clerk's Office and at the junction of First and Main Streets aforesaid; that said deed of trust is a valid and existing lien on said lot as security for said money, and that exhibit D. filed with said Bill is a correct copy of said deed of trust;

That no part of said sum of \$1300. has been paid either in the lifetime of said Levi C. Thayer by any one for him, or since his death by any one, except the interest for one year from the 1st. day of November 1873 to the first day of November 1874 and \$25. on the 3d. of December 1875 in part of another year's interest,

That there is now due this defendant of said claim, the said sum of \$1300. with interest thereon at the rate of seven per cent from the 1st. day of November 1874 till paid subject to a credit of \$25. as aforesaid as of 3d. December 1875, which said rate of interest was

lawful interest at the time said deed of trust was made.

And this defendant says that he desires to have said deed of trust foreclosed and prays that it may be and said lot of land sold and the proceeds paid to him on his claim secured thereby: That said lot is worth not more than \$400. or \$500. and will not see for enough to satisfy the claim of this defendant. who prays therefore, that any other estate, real or personal, of said Levi C. Thayer, may be ascertained and subjected to payment of the residue of this defendant's claim aforesaid, which may be left unsatisfied and unpaid after the foreclosure of said deed of trust for his benefit.

And now having fully answered the complainant's Bill, this respondent prays hence to be dismissed with his reasonable costs in this behalf expended and he will ever pray &c.

Horatio A. Twombly
By Wilbur J. Kilby. Atty.

Kaville

113 } In chy

Thayer sal.

Answer of
Horatio A. Twombly

1880
March 2nd. Filed
Clerk

In the Circuit Court for the County of
Hansemond;
George L. Neville suing for himself and others
creditors of Levi C. Thayer Plaintiff
Against
Laura P. Thayer administratrix of Levi C.
Thayer and others Defendants

The answer of Laura P. Thayer administratrix
of Levi C. Thayer, and the said Laura P. Thayer
in her own right to the bill filed against her
and others in the above entitled suit.

For, answer thereto, I, say as follows:

1. As administratrix I deny that my intestate
was indebted to Geo. L. Neville in the sum of \$
3090 interest for rent; Levi C. Thayer occupied
a house of Geo. L. Neville from the 1st day of March
1875 until the 11th day of May 1879, the date
of his death, and he owed Neville a reasonable
compensation for use and occupation of the
house, to be credited by various amounts paid
Neville and credited on his account. There
was no contract so I was & informed by my
brother in his lifetime to pay Neville at the
rate of \$8 per month for the house while he
occupied it. The house was in very bad
order and not worth more than \$6
per month -

2. I have read the answers of my co-defendant and brother David H. Hayer, and adopted its statements as to the purchase of the farm of 3535 acres situated in the County of Somerset. I knew of the prospecting trip of my brother to Virginia, and was present at the house of Samuel and Charles Hayer in the County of Wyoming — in the State of New York, when they agreed to purchase the farm jointly, and I saw the money counted out by each of the brothers to pay his one-fifth of the purchase money, and delivered to Levi C. Hayer to purchase the farm for them jointly. And when the farm was purchased I came with them to Virginia and lived with them in Suffolk, and know that the farm was conducted by them jointly each brother having the same interest and exercising the same authority over it. They always spoke of it and treated it as joint property, and all their contracts were made in the name of Hayer Brothers. My brother Levi C. Hayer never claimed a greater share in the farm than the other Brothers.

Laura P. Hayer.

Subscribed and sworn to before me

December 1882. John D. Burroughs

Noty Public

Niulle et al.
^{vs}
Hayes et al.

Answer of Laera
P. Hayes

Cause was heard on this
answer on 3d. May 1882
in vacation, but the
matters herein alleged
were not considered or
passed upon.

1883 Octo. 17th, Con-
sidered and passed
upon finally

1882. Feb. 24th. Filed.

In the Circuit Court for the County of
Warrenmond,
George L. Neville suing for himself and
others creditors of Levi C. Thayer, *Plffs.*
against -
Laura P. Thayer administratrix of Levi C.
Thayer and others *Defendants.*

The Answer of David Thayer, to the bill
of the plaintiff filed against him and
others in the above entitled suit:

For answer thereto I, David ~~Thayer~~ Thayer
do say, as follows:

1. I admit that Levi C. Thayer, died in
the County of Norfolk, in the State of Virginia
at the period stated in the bill, and that
he was seized of the real estate described
in the town of Suffolk, Virginia. I am
not advised whether he was indebted to the
plaintiff and others, or not.
2. I deny that Levi C. Thayer was at the
time of his death, or had been at any
previous period, seized of the tract of land
in the bill described as containing 555 ^{acres} ~~acres~~
situated in the County of Warrenmond
in Virginia, as the sole owner thereof.

This tract of land was owned jointly by five brothers, Levi C. Thayer, David M. Thayer, Samuel D. Thayer, Charles H. Thayer and James S. Thayer. These five brothers came to Virginia in the year 1855 and after examining many farms in Virginia, determined to buy this tract of land of H. L. Norfleeb. They returned to New York, and at the house of Samuel D. Thayer in Wyoming County in the State of New York, each of the brothers contributed his proportion or share of the purchase money, one-fifth equal part. And the whole purchase money thus contributed was placed in the hands of Levi C. Thayer, who as the agent of the other four brothers was to return to Virginia, complete the purchase, and procure a title to the land in the name of all the brothers jointly, who had thus contributed the purchase money of the land.

In the year of 1856, all of the brothers came to Virginia, and all of them resided in ^{the town of Suffolk} and cultivated this farm which had been purchased jointly by them. The land was charged on the books of the Commissioners of the Revenue for taxes in the name of Thayer Brothers, the tax bills were made out in the name of Thayer

Brothers, and all bills made for the farm were made in the name of Thayer Brothers, and every body in the community knew the property as that of the Thayer Brothers.

The brothers continued to cultivate the farm until the year 1871, at this time, only three of the brothers were living, David W. Thayer returned to New York and Levi C. Thayer remained in Virginia, and James Thayer went to Washington D.C. I claim that although the deed for this land may have been taken in the name of Levi C. Thayer, yet as the purchase money was contributed by the five brothers, to purchase the land for them jointly, the effect of the transaction would be to make him a trustee as to four-fifths of the land for the benefit of the four named, as to this four-fifths he held the bare legal title, the equitable title being in the other four brothers and their descendants.

I claim that only one-fifth of the said land is liable to the debts of the plaintiff and other creditors of Levi C. Thayer, that these creditors can claim no greater rights in this land than Levi C. Thayer himself could if alive.

David W. Thayer

State of New York
County of ~~Orange~~

David M. Hooper made
oath before me and my

Deputy

affirmed that the facts stated in the within
complaint are true. Given under my hand the 18th

day of January 1882

J. H. Cook

Justice of the Peace

Neville
vs
Hayward et al.

Answer of David M.
Hooper —

1883 Oct. 17th, con-
sidered and passed
upon finally

Cause was heard on this
answer on 3d, May 1882
in vacation, but the
matters herein alleged
were not considered or
passed upon

1882 Feb. 24th Filed

The joint and several answer of Annette Belle and Cornelia C. Leuger and Lizzy S. and ~~Charles~~ Charles B. Thayer infants under the age of twenty one years by Peter B. Prentiss their guardian ad litem assigned to defend them in this suit, to a Bill of Complaint exhibited against them and others in the Circuit Court of the County of Chaussemond by Geo. L. Kerville, Complainant.

These Respondents reserving to themselves the benefit of all just exceptions to the said Bill for answer thereto or to so much thereof as they are advised that it is material they should answer, by their said guardian ad litem, answer and say:—

That they are infants of tender years and by reason of their infancy are incapable of understanding, or taking care of their rights and interests. They, therefore, by their said guardian commend themselves and their rights and interests to the protection of the Court and pray that no decree may be pronounced which will tend to their prejudice. And having fully answered, these respondents pray to be hence dismissed with their reasonable costs in this behalf expended and they will ever pray &c.

Peter B. Prentiss.

Gdn: ad litem

Geo. L. Neville

vs.

Thayer's Admrx. & al.

Answer of
Infant defendants

This Deed, made the *first* day of *November* in the
year eighteen hundred and seventy-*Three* between *Levi C. Thayer*

of the *County* of *Nausemond* in the State of *Virginia*
of the one part, and *Charles B. Duffield, of the City of Norfolk, in the*
State of Virginia of the other part:

WITNESSETH, that the said *Levi C. Thayer*

^{he}
do grant unto the said

Charles B. Duffield, with general warranty,

the following property, to-wit: *a certain lot or parcel of land, that was conveyed*
to Horatio N. Twombly by Charles Sharp, Special Commissioner, by Deed,
bearing date on the 30th day of August, in the year, eighteen hundred and
sixty-nine, and is therein described as a lot of land, in the Town of
Suffolk, County of Nausemond, State of Virginia, situate at the North-West
junction of Main and First Cross streets, and is immediately opposite of the
Clerk's Office, on the West, & was purchased of Washington L. Riddick,
Trustee, for Amos R. Harrell" together with all the buildings and machinery
thereon: it being the same lot of land, buildings and machinery, that was
conveyed to the said Levi C. Thayer by the said Horatio N. Twombly, by Deed,
bearing date on the Thirtieth day of October, in the year eighteen hun-
dred and Seventy-Three.

In Trust, To secure the said Horatio N. Jewambly of the
City of New York the payment of the sum of
Thirteen Hundred Dollars, with interest thereon payable annually,
after the rate of Seven per Centum per annum, due by promissory
note of even date herewith, made by the said Levi C. Thayer, and payable
to the order of the said Horatio N. Jewambly, five years after date thereof;

and upon the further trust that the said

Levi C. Thayer

shall remain in quiet and peaceable possession of the

above granted and described premises, and take the profits thereof to his own use, until

default be made in the payment of the debt aforesaid, in whole or in part, or of the interest thereon
as the same shall annually accrue and become payable, and in case of failure to pay any one of the
instalments of said interest which shall annually accrue it is agreed by the said Levi C. Thayer
that the aforesaid principal sum of Thirteen hundred dollars shall become payable and
upon such default being made, the said

Charles B. Duffield

shall, so soon thereafter as he shall be requested by the said Horatio N. Jewambly or his

assigns, so to do, sell the above granted property at

public auction, at such time and place, and upon such terms and conditions, as he may deem expedient,

having first given notice of such time and place of sale for at least ten

days, by advertisements in one or more newspapers published in the Town of

Suffolk or in the City of ^{Norfolk} ~~New York~~ ^{place} or in both, and out of the proceeds of such sale, after paying

all the expenses attending the execution of this trust, including commissions on said proceeds of sale to

the said Charles B. Duffield, after the rate of five per centum,

shall pay to the said Horatio N. Jewambly

or his assigns, the debt aforesaid

with interest thereon, or so much thereof as may ^{then} remain unpaid, and the balance, if any, to the said

Levi C. Thayer

or his assigns.

And it is agreed that the said Levi C. Thayer shall be at liberty to pay the aforesaid
and to make payments in partial satisfaction and discharge of the principal of said debt at
any time or times before the maturity of said note provided that none of such payments
shall be less than One hundred dollars

The said Leri C. Mayer covenants that he will
~~warrant generally the property hereby conveyed, and will~~ pay all taxes, levies and assessments upon said
property so long as he, or his assigns shall hold the same. And the said grantor hereby waives the
benefit of his homestead exemption as to the aforesaid debt and obligation, and as to this contract.

WITNESS the following signatures and seals:

Leri C. Mayer [SEAL.]
L. Harrison [SEAL.]
C. B. Duffield [SEAL.]

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

I, Louise Harrison a Notary Public for the
Corporation aforesaid, in the State of Virginia, ^{hereby} certify that Leri C. Mayer
and C. B. Duffield

whose names me signed to the writing above, bearing
date on the first day of November in the year ^{one thousand} eight hundred
and seventy-three have acknowledged the same before me, in my Corporation
aforesaid.

Given under my hand, this 24th day of November, ad in the year 1873

Louise Harrison
Notary Public

In The Clerk's Office of Nansamund County Court 24th day Nov. 1873
The foregoing Deed of Trust was received, duly certified, and was
thereupon admitted to record.

Foster

Willis E. Ochoa Clerk

A Copy:

Foster

Peter B. Prentiss Clerk

Nansamund Office
Feb. 13th 1880

State of Virginia.

TO-WIT:

I, _____ a _____ for the
_____ of _____ in the state of Virginia, do
certify that _____ the wife
of _____ whose names
are signed to the writing above, bearing date on the _____ day of _____
in the year eighteen hundred and seventy- _____ personally appeared before
me, in the _____ aforesaid, and being examined by me
privily and apart from her husband, and having the writing aforesaid fully explained to her, she, the said
_____ 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 _____ day of _____ in the year 187

Xind

Levi C. Meyer
J. E. Reed of Trust
C. B. Duffield, Trustee for
Hon. W. D. Swombly

(a copy)

Exhibit D.

This Deed, made this 27th day of February A.D. 1866
between Hamlin L. Norfleet of Hanscom County
Virginia, of the first part, ^{and} Levi C. Thayer of the
State of New York, of the second part, Witnesseth,
that the said Hamlin L. Norfleet, in consideration
of the sum of Nineteen Hundred dollars, doth
grant unto the said Levi C. Thayer with general
warranty "a certain tract of land, lying and being
in Hanscom County Virginia, and bounded
as follows, to wit: Beginning at a pine, a corner tree
of Elisha Norfleet and Robert R. Smith's estate, thence
along said Smith's line to a pine in Thomas Grigg's
field. thence along said Grigg's line to a small
poplar at a corner of Grigg's back line: thence
N 60° W 34 poles to a persimmon tree, standing
on Somerton road and corner of Grigg's fence;
thence up Somerton road S. 30° W to a
persimmon, on the road and corner of Robert
R. Smith's estate, thence along Smith's line
to a division line established by John M. Caw-
ling, which runs N. 84° E to a small sweet
gum, the most westerly point of the Retreat
plantation: thence N 16° W to a small oak,
in fork of Bates' bottom; thence N. 51° W to
a large pine, the beginning, and estimated
to contain five hundred & fifty five acres, more
or less. The said Hamlin L. Norfleet, covenants
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 the said land, free from all encumbrances; and that he the said Hamlin & Norflut, will execute such further assurances of the said land as may be requisite.

Witness the following signature and seal.

Hamlin & Norflut Seal

State of Virginia

Hansemond County, to wit:

I, Wm D McClenny a Justice of the — for the County aforesaid in the State of Virginia; do certify that Hamlin & Norflut, whose name is signed to the writing hereto annexed, bearing date on the 27th day of February 1866, has acknowledged the same before me in my County aforesaid. Given under my hand, this 27th day of February 1866.

Wm D McClenny.

Justice of the Peace

In the Clerk's Office of Hansemond County Court the 7th day of March 1870.

This Deed, was received and with the certificate written thereon admitted to record (the requisite Stamps of \$2.00 having been affixed and cancelled.

Teste

Peter B. Prentiss D.C.

A Copy: Teste:

Peter B. Prentiss. Clerk

Aerville
vs. } In Chy
Thayer & Co

Exhibit 6.

Virginia,

Norfolk County, to wit:

At a County Court held in and for the County of Norfolk, at the Courthouse

thereof, on the *29th* day of *August* 1879.

ADMINISTRATION on the estate of

L. C. Thayer

late of

Norfolk County, deceased, is granted to

Laura C. Thayer

(*Edward Spalding the former administrator having this day resigned*),
who appeared in Court, made oath as the law directs, and together with

Geo. W. Black

^{her} surety (who testified on oath as to his

sufficiency) entered into, and acknowledged a bond in the penalty of

One

Hundred & Fifty

dollars, with condition according to law,

which bond is ordered to be recorded.

COPY.

Teste: *Alvah N. Martin, Clerk.*

Exhibit B.

Mr. L. C. Thayer To Geo. L. Neville Dr
 To rent of house from March 1st 1875
 to Decr. 31. 1879 - 4 years 10 mos. @ \$8⁰⁰ pr month \$464.

Cr.

1875	By	Cash	\$10.	
	"	"	10.	
Aug. 1877	"	"	10.	
Octr 1878	"	"	20.	
Octr. 26	"	"	30.	
Decr. 12 1879	"	"	25.	
March 10	"	"	20.	
May 3	"	"	30.	
			<u>155.</u>	
				<u>309.</u>

Int. from 1 Jan. ~~1879~~ 1880

Exhibit A.

Neville
vs.
Thayer & Co. } In chy.

Exhibits
A. B. C. & D.
filed with the Bill

To the Honorable George Blow, Circuit
Court Judge in and for the County of
Kauemond, State of Virginia.

Complaining respectfully represents
and shews unto Your Honor, Your Com-
plainant, Geo. L. Kerville, who sues for
the benefit of himself and all other
creditors of Levi C. Thayer deceased,

That said Levi C. Thayer departed
this life on or about the 11th. day of May
A.D. 1879 intestate, in the City of Ports-
mouth, Virginia, that no widow survives
him, and that his heirs and distributees
at law ^{are} his daughters, Louisa E. wife of
Wilson Gard residing at Rockwood, Randolph
County, Illinois, and Rosalie S. wife of
Francis B. Plain residing at 79 Broadway
Brooklyn E. D. New York, and ~~the~~ his grand-
children, children of his deceased daughter
Pauline A. who was first the wife of A. T.
Tucker, then of Chas. C. Conger and lastly
of John T. Essex deceased, - said grand-
children being William Tucker who is over
the age of twenty-one years and who was
in Kentucky when last heard from, and
Annette Belle and Cornelia C. Conger re-
spectively fifteen and Thirteen years of
age and residents of San Francisco, Cal-
ifornia. That said Pauline A. daughter

of said Levi L. Thayer departed this life before said Levi L. Thayer.

David Thayer, a brother of said Levi L. Thayer, is now living at Auburn, New York as are also at Buffalo, New York, Martha A. widow and Edward H. Lizyie S. and Chas. B. Thayer, the last two being infant children under twenty one years of age, of James H. Thayer, a brother of said Levi L. Thayer who died the 4th. of February 1875. Nancy B. Sibley (a widow)^{sister} of said Levi L. Thayer is living at Spencer, Worcester County, Mass. and Louisa B. another sister of said Levi L. Thayer and wife of Henry ~~B.~~ Creveling at Rockford, Illinois, and Laura P. Thayer another sister, at Portsmouth, Va. All these persons being relatives of said Levi L. Thayer deceased, are here mentioned and made parties to this suit that nothing may be done in this cause without their knowledge or prejudicial to their interests. if they have any, in the affairs of said Levi L. Thayer deceased. And out of abundant caution, your Complainant further states that Samuel Thayer, a brother of said Levi L. Thayer departed this life on the 30th. day of August 1866 intestate and leaving no father, no mother and no widow and no children

surviving him and Chas. H. Thayer, another brother, on the 27th. day of September 1869 intestate, leaving no widow, no father, no mother and no children surviving him; - the heirs and distributees of these two brothers, Samuel J. and Charles H. Thayer, being their brothers and sisters and nephews and nieces above-mentioned.

That said Levi L. Thayer died indebted to your Complainant in the sum of Three hundred and nine (309.) dollars, as will appear by his account filed herewith as part of this Bill and marked exhibit "A."

That on the 29th. day of August 1879 said Laura P. Thayer became the administratrix of said Levi L. Thayer deceased in due course of law by qualification in the County Court of Norfolk County, as will appear by a duly authenticated copy of her said qualification filed herewith as part of this Bill and marked exhibit B.

That said Levi L. Thayer died seised and possessed of a tract of land situated in Cypress Magisterial District in Nausemond County and containing 555 ~~acres~~ acres, more or less and bounded by the lands of Thos. Griggs, Wm R. Smith

and Elisha Norfleet's estate and others and worth not more than \$1900.⁰⁰ dollars.

That said Levi L. Thayer acquired title to said tract of land by deed dated the 27th day of February 1866 from Hamlin L. Norfleet ^{and recorded on the 17th day of March 1870} as will appear by a duly authenticated copy of said deed filed herewith as part of this Bill and marked exhibit "C." and that said Levi L. Thayer was, uninterruptedly, seized of said land all his life time from the date of said deed and died seized and possessed of the same.

That said Levi L. Thayer also died seized and possessed of a certain lot or parcel of land in the Town of Suffolk in said ^{Chausemond} County, situated at the North West junction of Main and First Streets of said Town and opposite the Clerk's office on the West, the same having been conveyed to said Levi L. Thayer by Horatio A. Twombly by deed dated the 13th day of October 1873, its fee-simple value being \$400. or \$500. dollars.

That by deed of trust dated the first day of November 1873 & recorded on the 25th day of November 1873 in the ^{Office} Clerk's of said Chausemond County, said last

named parcel or lot of land was conveyed by said Levi C. Thayer to Charles B. Duffield Trustee, in trust to secure to said Horatio A. Turnbly the payment of the sum of \$1300.⁰⁰ with interest at seven per cent thereon from the first day of November 1873, due by said Levi C. Thayer to said Turnbly, as will appear by a duly authenticated copy of said deed of trust filed herewith as part of this Bill and marked exhibit "D".

That your Complainant's claim of \$309.⁰⁰ aforesaid against said Levi C. Thayer was not paid in whole or in part by said Thayer in his lifetime nor has any part it been paid by any one for him since his death, and the same is now all due and unpaid and payable to said Complainant.

And your Complainant is informed and so charges that the interest only for one year, to the 1st. day of November 1874, has been paid on said claim of \$1300. due said Turnbly and \$25.⁰⁰ in part of another year's interest, and that with these exceptions, all of said sum of \$1300. is still due and unpaid, and that no part thereof, except as

aforesaid, has been paid either in the life time of said Levi C. Thayer, or since his death by any one.

And your complainant further states that there are other outstanding debts so he has been informed, against said Levi C. Thayer due and unpaid, which will be made known at the proper time.

That said Levi C. Thayer died possessed of no chattel estate whatever, and that, therefore, his creditors must look to his real estate aforesaid for satisfaction of ~~his~~ ~~&~~ their claims.

That the sum of \$373.59, money had by said Levi C. Thayer at the time of his death, has come into the hands of his Administratrix aforesaid for administration, of which after payment of charges of administration, taxes and funeral expenses, there will be only a small sum left in the hands of said Administratrix - a sum wholly insufficient to pay said Levi C. Thayer's debts.

That said deed of trust for said Dumbly benefit should be foreclosed and the lot of land thereby conveyed sold and the proceeds applied in payment of his claim.

secured thereby as far as said proceeds will go to satisfy said claim and the balance if any, of said claim ascertained and reported to be satisfied according to law out of the residue of said Levi C. Thayer's estate. And your Complainant charges that said Turnbly will not realize more than \$500. from the sale of said lot under said deed of trust to be credited on his claim aforesaid, and that, if this should be so, there will be left of said claim at least \$1400. or \$1500. due to said Turnbly to be satisfied with said Levi C. Thayer's other creditors out of said Thayer's other estate.

Your Complainant further states that it thus appears that it will be necessary to sell all said Levi C. Thayer's real estate aforesaid, including said tract of 555 acres, more or less, for the satisfaction of his debts aforesaid as well as his other debts not here mentioned, of which there are some.

In consideration whereof your Complainant being without remedy save in a Court of Equity, prays that Laura P. Thayer in her own right and proper person and as administratrix of said Levi C. Thayer deceased, Wilson

And said complainant here gives notice that he will ask the Court to allow his counsel such reasonable fees as may be proper in this suit, as the same is a general creditor's suit

Gard and Louisa E. his wife, Francis B. Plain and Rosalie S. his wife, William Tucker, David Thayer, Martha A. Thayer Edward H. Thayer, Nancy B. Sibley (widow) Henry Breveling and Louisa B. his wife and Horatio A. Trombly and C. B. Duffield Trustee, and Annette Belle Conger, Cornelia C. Conger, Lizzy S. Thayer and Charles B. Thayer, the last four being infants under the age of twenty one years, may be made parties defendant to this suit and be required to answer on oath all the allegations in this Bill contained, the adults in their proper persons and the infants by their guardian ad litem to be appointed for them; that an account of the transactions of said Laura P. Thayer as Administratrix of said Levi C. Thayer deceased may be taken and stated and reported to Court as well as an account of the outstanding debts including that of your Complainant, due by said Levi C. Thayer or his estate, and an account of the claim of said Horatio A. Trombly aforesaid and of the real estate of said Levi C. Thayer held by said Trombly as

security for his said claim, as well as of all other real estate of said Levi C. Thayer, showing its fee simple and annual value; and that said real estate may be sold & the proceeds applied in payment of the debts of said Levi C. Thayer according to the rights and equities of the parties and as the case may require and to the Court may seem right and proper. And that all further and adequate relief consistent with Equity may be granted and as in duty bound. Your Complainant will ever pray &c.

Geo. L. Kerille

By Wilbur J. Kilby and
A. S. Watts
Attorneys.

Kilby & Watts p. 9.

Geo. L. Areville

vs } In Chy.

Levi L. Thayer's Per. Rep.
+ al.

Bill

Geo: L. Neville &c

to Chy. Notes

Levi C. Hayer's Perl. Rep. Cal.

1880. Feby: 5th: Sum. in Chy. issued to March Rules 1880
" " " ^{Proper off. having been made & filed, on or: Pub: covered to all}
" " " ^{the 5th. depts. of the Court}
" March 1st: Bill &c filed - ~~and decree nisi.~~ and decree nisi. v
defts: C. B. Duffin, Trustee, & Laura P. Hayer, &c
" " 2^d: Plea of the Deft. Laura P. Hayer, in her own right & as
Perl. Rep: to the jurisdiction, filed
" " " Reple: to be filed
" " " Peter B. Prentiss, applied for and return to infant
defts, who filed their answer: to which there was
no seal: reple: & cause set for hearing, as to
them.
" " " answer of H. W. Donnelly filed & seal & return
" " 3^d: Continued for or: Repl:
" " 4th: Certif. of Pub: filed.
" April 5th: or: Pub: having been published & posted
according to law, & no other: as to non-resi-
dent defts: cause set for hearing
" " 13th: Consent order for cause to be heard in
Vacation
" Octo: 16th: Order allowing Reple: to be withdrawn, which was
accordingly done
" " " Paul: Reple: entered filed
1881. April 14th: Decree for Apes:
" Sept: 30th: Report of defts &c, filed
" Dec: 21st: Decree for sale of Personality
" " 27th: Cause's Bond executed & filed
1882. Feby: 14th: Report of sale of Saw-Mill property &c, filed
" " 24th: answer of Laura P & David M. Hayer, filed
" May 3^d: Decree in vacation.

1882. May 17th: Report of Collection & Payments

" Oct. 15th: Deem for Sale Lr

" " 25th: Commers' bond executed Hides

1883. Feb: 28th: Report of sale filed

" March 22nd: Disposition of 100 traps for Pelt: filed

" " 24th: 100th 10th 10th

" Apr: 4th: " " "

" " " " " Hef 15

" Oct. 17th: Deem

" Dec. 29th: Report of Collection, Sales & Distribution filed

"

Chy: Hides

The deposition of Benjamin B. Dumville taken before me, Edward E. Holland, a Notary Public in and for the County of Nausemond pursuant to notice hereto annexed at the office of Wilbur J. Kilby, Attorney at law in the Town of Suffolk on the 21st, day of March 1883 between the hours of 8 A.M. and 6 P.M. to be read as evidence on behalf of George L. Terwiller and the heirs of Levi C. Thayer deceased in a certain suit ~~of~~ ⁱⁿ Equity depending in the Circuit Court for the County of Nausemond, wherein said Geo. L. Terwiller is Plaintiff and said Levi C. Thayer's Administratrix and others ^{are} Defendants.

Present: Wilbur J. Kilby, atty. for the Plaintiff, and Wm. H. Burroughs atty. for the Defendants.

Benjamin B. Dumville being duly sworn on the Holy Evangelists of Almighty God deposes and says as follows:

1. Quest. What is your age, and occupation

and where do you reside and do you know the parties to this suit?
Ans. I am 44 years of age, and am a farmer, and reside in Suffolk Va. and I know Miss Laura P. Thayer and David M. Thayer parties to this suit and I knew Levi C. Thayer.

2. Quest. Please state when your acquaintance with Levi C. Thayer began and ~~when~~ it how long it continued and where and when and under what circumstances ~~you were~~ ^{you were} ~~you were~~ ^{you were} thrown with him and whether you were intimate with him?

Ans. My acquaintance with Levi began in 1869 or 1870 and continued to the time of his death and on a number of occasions during our acquaintance we were ^{together, especially} thrown in a political way, riding around through Chatham and County canvassing and ~~he~~ ^{we} frequently called at ~~his~~ ^{my} house and I was quite intimate with him.

3 Quest. Did you ever hear him say

any thing in his lifetime about
his owning a farm or tract of
land in Chaussemond County &
if so, please state what you may
have heard him say on that
subject;

Ans. Yes, sir, I heard him speak of
Culloden in Chaussemond County
as being his farm and of con-
templated improvements which
he proposed to make there, and
I heard him speak of it on
a number of occasions. On
one occasion he said he had
endorsed a note or gave secur-
ity for some one & had thus be-
come embarrassed, which pre-
vented him from putting up
some building or buildings ^{that he wished to put} on
the farm, ~~I don't recollect which,~~
and the impression that I always
had ^{was,} and in fact he told me,
that the property was his and
that the deed was in his name.
I am under the impression that
he told me this at my house
and on a number of ^{other} occasions.
~~He~~ ^{in fact always} spoke of it as his own property.

I knew nothing about it except what he told me, as I had no interest in the matter.

4 Quest. Did you ever hear him say that any one beside himself had an interest in the land, or did you ever hear either of his brothers say they had any interest in it or any one else say that they had any?

Ans. No. I never did.

5 Quest. Did Levi, so far as you knew, control the farm and manage it?

Ans. He did.

6 Quest. Did Levi with his brothers carry on farming operations on the place ~~under~~ under the name of Thayer Brothers.

Ans. I do not know.

Cross-examined by Counsel
for Defendants.

1st Quest. Who lived on the farm and conducted the farm during the period of which you have spoken Levi himself, or his brothers or all of them?

Ans. When I first made Levi's acquaintance, James lived there but did not farm any. He was a mail agent on the cars, on the A. M. & O. Road from Norfolk to Lynchburg. One of the Thayer family farmed on the place after I first knew them.

2. Quest. Do you know whether Levi owned any property in Suffolk & if so of what did it consist?

Ans. I recollect on one occasion, Levi told me he had traded some property he had in Buffalo N. Y. with Mr. Turnbly for the shoe factory lot opposite the clerk's office in Suffolk and the mill & machinery that were on it at the time.

3 Quest. You say that Levi never lived on the farm after you knew him, where did he live during that time?

Ans. A part of the time he was with his sister on the above-mentioned lot in Suffolk and the rest of the time he lived in Portsmouth.

4 Quest. Did you know the ~~old~~ the brothers

David and James or any of the other brothers?

Ans. I knew David & James, but not the others.

5 Quest. Did you ever have any conversation with David & James about the farm?

Ans. No Sir, ~~he~~ ^{not.} ~~were~~ I was intimate with them as we were opposed to each other in political views.

And further this deponent says not

Benjamin B Durnille

State of Virginia

Nansemond County } to wit:

I, Edward E. Holland, a Notary Public in and for the ~~city~~ County aforesaid in said State, do hereby certify that the foregoing deposition was duly taken, sworn to, and subscribed before me at the time and place mentioned therein.

Given under my hand This 21st, day of March 1883.

E. E. Holland.

See Rec.

N. S.

Geo. L. Atville &c

vs. } In Chy.

Levi C. Thayer's Admrx.
and others.

Deposition of
Benj. B. Sumville,
witness for the Plain-
tiff, taken 21st.
March 1883.

1883. March 22nd Filed
M.

To Laura P. Thayer Admrx. of Levi C. Thayer
deceased and David M. Thayer and others

TAKE NOTICE that, on the 21st day of March, 1883, next, at
the office of Wilbur J. Kilby, Atty. at Law, Suffolk Va.
between the hours of 8 A. M. and 6 P. M. of that day, I shall proceed to take the Depositions of
Benjamin B. Summille
and others, to be read as evidence in my behalf, in a certain suit in Equity
depending in the Circuit Court of chausemon 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,

Geo. L. Kerille By
Wilbur J. Kilby and
A. S. Watts, his attys.

To the Sheriff of }
county to execute.

10 March 1883.

1883 March 10th, Sufficient and legal
service of the within notice is hereby ac-
knowledged by us.

Becomingst for Laura
P. Hayer and Mrs. L. C.
Hayer David M. Hayer
and others

21 Mar.

The depositions of Geo. L. Berille,
Andrew J. Hopkins John^G Moody
and John J. Curran and others,
taken before me R. L. Marshall,
a Commissioner in Chancery for the
Court of Hustings for the City of Ports-
mouth pursuant to notice hereto an-
nexed at the office of A. S. Watts
attorney at law in the city of Ports-
mouth on the 7th day of March 1883
between the hours of 10 A. M. and 6
P. M. to be read as evidence on behalf
of the Plaintiff in the cause in
Chancery or a certain suit in
Equity pending in the Circuit
Court of Hantswood County, wherein
Geo. L. Berille is Plaintiff and
Laura P. Thayer Admx. &c and
others are Defendants

Present:

Watts, Gayle & Kilby attys. for Plaintiff
Wm H. Burroughs for defendants

John Moody being duly sworn on the
Holy Evangelists of Almighty God
deposes and says as follows:

1st. Quest. State your age, residence and occupation.

Ans I will be 46 on the 19th day of this month, reside in Portsmouth Va, and am a blacksmith

2. Quest. Did you know Levi C. Thayer during his lifetime and how long prior to his death did you know him

Ans I knew him for 5 or 6 years before he died

3 Quest. Do you know whether he owned any property in Chauceward County

Ans. From conversations I had with him at different times I took it for granted that he owned a farm or tract of land there.

4 Quest Did you ever hear him speak of this farm as being owned by himself or jointly with others.

Ans. I always understood it to be his alone. He spoke of it as being his farm about 2 or 3 miles from Suffolk on Somerset road and I understood always from conversations with him that he was the owner and that no one else

1
1
owned any interest in it with him
5 Quest. Were your conversations with him
about farming.

Ans. Only as to poultry raising. I recollect on one occasion we got into a talk about poultry raising & he said that he had a lot of poultry which he was going to send to his said farm. Mr. Thayer lived in Portsmouth on a lot adjoining the lot on which I lived for 12 months or more not exceeding 3 years

Cross-examined by counsel
for Defendants

15. Quest. How often did you visit him
at his house during this period?

Ans. I ~~was~~ don't suppose I was in
his house more than once.

Re-examined by counsel for
Plaintiffs

1 Quest. Notwithstanding the fact that you
did not visit him in his house,
did you not see him quite often
& have frequent conversations with
him?

Ans.

I did see him quite often
passing about his lot, and
once or while we would get
in conversation with each other.

And further this deponent
saith not John G. Boddy

John J. Curran being duly sworn
on the Holy Evangelists of Almighty
God deposes and says as follows:

1 Quest. What is your age, occupation
where do you reside

Ans I am 39 years of age, am a
painter I reside in Portsmouth

2. Quest Did you know Levi C. Thayer in
his life time & if so when did
the acquaintance begin and
how long did it continue

Ans I knew him, I made his ac-
quaintance about 6 years before
his death & it continued untill
he died.

3 Quest. Did you ever hear him in his
life time speak of being the owner
of a farm in Haverland ^{County} and
if so state what he said about it.

Ans. Yes, I heard him speak of his

2

farm in Houseman's County
At one time he wanted me
to purchase a part of the farm
but I did not purchase as I
did not wish to buy land in
that section. He spoke of it
being located about 3 miles from
Suffolk, I was on the farm in
attendance upon his funeral
when he was buried there.

4. Quest. Did he say that the farm was
his

Ans. I understood it so.

5. Quest. Did you talk frequently with
him as to the farm

Ans. Not very often.

6. Quest. Did you ever hear him say that
his brothers had any interest in
it.

Ans. No Sir, I heard him speak of his
brothers but never heard him say
that they had any interest in it.

Cross-examined by counsel
for Defendants.

1st. Quest. How long did he live in Portsmouth
or Norfolk County before his death?

Ans. As far as I know, during the five

or six years of my acquaintance with him.

And further this deponent saith not

John J. Flinn

Andrew J. Hopkins being duly sworn deposes and says as follows:

1st Quest. What is your age & occupation
Where do you reside,

Counsel for Defendants except to the witness as being incompetent.

Ans. I am 50 years of age, am a machinist and reside in Portsmouth Va.

2. Quest. Did you know Levi C. Thayer in his life time & if so when did the acquaintance begin & end

Ans. I knew him by sight & reputation before he came to Portsmouth I ~~had~~ knew ^{him} by acquaintance & introduction ~~from~~ for 5 or 6 years after he came to Portsmouth down

to the time of his death.

3 Quest. Did you ever hear him in his lifetime speak of being the owner of a farm in Chausemand County and if so, state what he said about it?

Ans. He told me that he owned a farm in Chausemand County and that if I would pay his fortune of a judgment in favor of the Commonwealth upon the official Bond of J. P. Hodges late Clerk of Norfolk County Court to which I myself and others were sec-
curities, he would ~~pay me~~ & secure me by a deed of trust on his farm in Chausemand County until he could pay me. And upon that assurance I paid his proportion of the judgment, which is correctly shown by my petition filed in this cause. After I had paid his part of the judgment I said to him Thayer I don't see that deed of trust coming yet & he said well I am ready to give it to you now, where can we go to prepare it, Well. says I here is Claud Mur-

daugh's office, we will go in
here & get ~~it~~ ^{him} to prepare it, & ~~he~~
we went in & the deed was parti-
ally prepared, when the question
arose as to the pay for it, & he re-
fused to pay for it saying that
he could write it himself, if
Murdaugh would dictate ^{it} or
post him or words to that effect
& ~~Murdaugh~~ & therefor Mur-
daugh refused to write it &
tore what he had written up
& got up & went out of his of-
fice ~~leaving Thayer there~~, I went
with him & Thayer followed.

4 Quest. Did you ever hear him (Thayer)
say on any other occasion that
this farm was his.

Ans. Oh yes. I have heard him say
frequently that the farm ~~was~~
his and that he had a mill
on it or something of that sort.

5 Quest. Did you ever hear him say whether
his brothers had any interest in it

Ans. I heard him talk about his brothers
but never heard him say that they
had any interest in it.

6 Quest. State any other facts or state-

ments you may have heard Thayer make as to the ownership of the farm.

Ans I do not know any others except that he always spoke of it as his farm, when he talked about it.

Cross-examined by Counsel
for Defendants

1. Quest. When he promised to give you the trust deed on the farm, did he state distinctly whether he would give it on the whole farm or only on his interest in the farm?

Ans He told me that he would give it on the farm in Chaussemond Co.

2. Quest. The farm sold for some \$2585.⁰⁰ would not a deed of trust on 1/5 of the farm have been ample to secure the amount you had paid for him.

Ans. I suppose it would had he mentioned it.

3. Quest. ~~Would~~ Were you not compelled to pay the amount you ~~had~~ paid for him, whether he gave you a trust deed or not.

Ans No, as there was no judgment for

the amount against us. Suit was only threatened and Levi came to me & told me if I would settle his fortune & the claim he would give me a deed of trust on the farm to secure me, as he did not want to ~~lose~~ put the farm in jeopardy, but before any thing should happen to me, he would let it all go.

And further this deponent sayeth not

A. J. Hopkins

Geo. L. Neville being duly sworn deposes and says as follows:

1 Quest. What is your age, occupation & where do you reside

Counsel for Defendants except to the witness as being incompetent.

Ans. I am 47 years of age, am a merchant & reside in Portsmouth Va.

2 Quest. Did you know Levi C. Thayer during his lifetime and how long prior to his death did you know him

Ans.

I knew him before his death & first became acquainted with him in Feby 1875 a short time before the first of March following.

3 Quest.

~~Sir~~ State how your acquaintance began & whether or not you ever heard him ~~speak~~ speak of being the owner of a farm in Chauce Co. & what he said about the farm.

Ans

Our acquaintance began as follows: Sometime in Feby 1875 he called at my residence & introduced himself as Levi E. Thayer. He then stated to me that he had been informed that I was the owner of a double house in Newtown, one end of which was in the corporate limits of Portsmouth & the other in the Co. of Norfolk, that he was somewhat of a politician & had an interest in having a residence in the Co. I wanted to rent that end of the said house which was in the Co. He then, said by way of explana-

time that he wanted to be ~~the~~ elected Chairman of the Republican Executive Committee of Norfolk Co. & to be elected he had to be a citizen of the Co., & yet he wanted to be as near the city of Portsmouth as possible. I had never seen him before but had seen his name in print as a politician & he said he was a lawyer. He then said he was the owner of a ~~large tract~~ ^{large tract} tract of land in Staines Co. which he had purchased of Elisha Ingleet. He also said he was the owner of a saw-mill which he had sold, and upon which he had a mortgage and was afraid he would have to ~~take it back~~ ^{take it back} ~~see~~ to get his money & proposed to see it to ^{me} afterwards & as well as I can recollect that there was a shuck factory connected with it & two or three times afterwards he proposed to see me the machinery. I sent him the house which he proposed to rent for \$8. per month. He was

slow in paying the rent, ~~of~~ in fact paid but little of it. I on two or three occasions, when I asked him about the rent. he gave as an excuse for his delinquency the fact that he had signed the Bond of Pat. Hodges Clerk of Norfolk Co. as one of his securities. I had been cramped in his affairs on account thereof. On one occasion he said to me you need not be uneasy about what I owe you. I own this large tract of land in Housewound Co. (referring to the land mentioned above) which was valuable both for saw mill timber & wood & you won't lose a cent whether I live or die.

On another occasion after the ~~the~~ rent had been standing for a long time, I said to him that if he would give me a deed of trust on the farm to secure what he owed me. I would make the time of payment to suit his own convenience. He replied that he was about to make arrangements for

cutting a large quantity of wood
from the farm I would prefer
not to encumber the property
by a deed of trust, & that I had
only to be a little patient I would
get all my money. I never
knew that he ~~had~~ had a
brother ~~or~~ or heard of it until
a long time after his death.
He ~~never~~ claimed that he owned
all the land & that he had bought
it & never in any conversation
I ~~ever~~ had with him, said any
thing about any one owning an in-
terest in it with him.

And further this deponent sayeth
not

Geo. L. Nevills

State of Virginia.

City of Portsmouth Town;

J. R. Marshall a Commissioner in Chancery
of the Court of Chancery for the City of Portsmouth in the
said State, do certify that the foregoing depositions
were duly taken sworn to and subscribed before
me at the time & place mentioned therein.
Given under my hand this 15th day of March
A.D. 1883.

R. Marshall
Comm. in Chan.

Commission 752

Chgo to Pitts. \$8.00

Exp of City of Portsmouth

Four Summers \$2.00

Geo. L. Neville & Co

25 St. James' Place London

Levi C. Thayer's Affidavit

1883 April 4th Filed
CLM

[CHANCERY SUMMONS.]

The Commonwealth of Virginia,

To the Sergeant of the City of Portsmouth, Greeting:

You are hereby commanded to summon Geo: L. Neville, Andrew
J. Hopkins, John^G Moody and
John J. Curran.

Office of A. S. Watts in
to appear at the ~~Clerk's Office of the Court of Hustings of~~ the City of Portsmouth, at the
~~Rules to be holden for the said Court, on the first Monday in~~ 7th day of March, 1883.
at 12. M. to ~~testify~~ testify and the truth to say on behalf Bill in Chancery, exhibited
~~against~~ of the plaintiff, in a certain matter in the said Court, by
of Controversy, depending and undetermined in the
Circuit Court of Nansemond County, wherein
Geo: L. Neville is plaintiff and Laura P. Thayer
Admiral and others are defendants

and have then and there this summons. in the penalty of \$300 each
R. C. Marshall, Commissioner in Chancery
Witness JAS. D. BRADY, Clerk of our said Court, at his Office, this day

This 5 day of March 1883, in this year of the Commonwealth.

R. C. Marshall
Clerk of Court.
Commissioner in Chancery.

Gen. Neville
-a. J. Hopkins

John Moody,
Jno. J. Curran

Neville
against

Thompson & Co.

~~Summons~~

Originals

1883

Executed by delivering
a copy of the within on
each of the within
person each in person

E. W. Maupin

Sgt.

To Laura P. Thayer Admrx. of Levi C. Thayer deceased, and David M. Thayer and others.

TAKE NOTICE that, on the 7th day of March, 1883, next, at the office of A. S. Watts, Attorney at Law, Portsmouth, Va. between the hours of 8 A. M. and 6 P. M. of that day, I shall proceed to take the Depositions of John G. Moody, John J. Curran, Andrew J. Hopkins and others, to be read as evidence in my behalf, in a certain suit in Equity depending in the Circuit Court of Staunton 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,

Geo. L. Aeville,

By Wilbur J. Kilby and
A. S. Watts, his attys.

To the Sheriff of _____ }
county to execute.

24 February 1883.

1883 Feby. 24th. Sufficient and legal service of the within notice is hereby acknowledged by us.

Burns & Abm for James D
Mayer admr of Levi C. Mayer.
David W. Mayer and others

The Librarian

In the Circuit Court of Chancery,
County Virginia

Geo. L. Neville, senior, Plaintiff,

vs in Chancery

Levi B. Thayer's Adm'r & al., Defendant,

The deposition of James D. Brady taken before me, W. R. McKenney, a Notary Public in and for the City of Petersburg in the State of Virginia, pursuant to notice hereto annexed, at the residence of the said James D. Brady, High Street, Petersburg Va., the taking of the same having been adjourned from the office of R. T. Wilson, named in said notice, on account of the sickness of said James D. Brady, on the 2nd day of March 1883, between the hours of 8 A.M. and 6 P.M., to be read as evidence on behalf of said Geo. L. Neville and the heirs of said Levi B. Thayer, deceased, in a certain suit in Equity depending in the Circuit Court of Chancery County Va., wherein said Geo. L. Neville is plaintiff and Laura P. Thayer, Administratrix of said Levi B. Thayer, deceased, & al., are defendants.

Present - No counsel for either plaintiff or defendant -

James D. Brady being duly sworn on the Holy Evangelist of Almighty God, deposes and says as follows:

1 Question - What is your age and occupation, and where do you reside?

Answer - I am forty - Collector of Internal Revenue 2nd District of Va - Reside in Petersburg Va

2 Question - Did you know Levi L. Thayer in his lifetime, and if so, when did that acquaintance begin, and how long did it continue; and state, please, whether, the acquaintance was intimate, and whether you were frequently in his company, and whether you had frequent conversation with him; and any facts or circumstances going to show familiar association and your part with him; and state also where you were known in company with him, or where both he and you lived when you knew him?

Answer - I knew Levi L. Thayer well in his life-time. My acquaintance began with him in 1866 and continued to the time of his death. I was quite intimate with him, frequently in his company and had many conversations with him upon various subjects. We were members of the same organization and have visited Washington as committee together. I frequently obtained employment

3

for him in the Houghlands; and during periods that I held the office of clerk of the Court of Portsmouth he was a frequent visitor at my office. Both of us lived in Portsmouth Va., during our acquaintance.

3. Question. Hearing your acquaintance and association with said Levi B. Thayer, did you at any time hear him say that whether he owned a farm or tract of land in Hessemond County, and if so, state, please, fully all that he ever said to you, or you ever heard him say on that subject - namely, as to the ownership of the land; and state also any fact or circumstance which he may have stated, or which you may have gathered of him, going to indicate to what land he referred. Where located. The name (if any) by which he called it, the number of acres &c. &c.?

Answer. I have frequently heard Levi B. Thayer say that he was the owner of a large tract of land, in Hessemond County, but I can not recall any facts or circumstances in connection with his ownership of said land. I remember distinctly that he said that the said land was located, in Hessemond County; but as

4

to where located, the particular name of the tract, and number of acres it contained, I do not now remember any conversation with him upon these details.

4 Question Did you then understand from Mr Levi B. Thayer himself and what he said to you, or you heard him say, that he alone was the sole owner of the lands in question?

Answer I understood distinctly from Mr Thayer that he was the sole owner of said tract of lands in Nausetown County, and he has frequently told me that he was the sole owner of said lands.

5 Question And so far as you know had he the exclusive control, possession and management of the lands?

Answer Yes Sir.

6 Question Did he ever approach you desiring to borrow money of you and offering to secure the payment of it by a mortgage on said lands? And if so, did you lend him the money, and did he give the mortgage? State where the loan, and all the facts in connection therewith; and whether, at that time, you made any inquiries of Levi B. Thayer himself, or otherwise, to satisfy you

that he alone owned, the land which
he proposed to give you as security,
and what was the result of your
inquiries, and whether you would
have loaned him the money if
you had understood that any other
person had an interest in the
land, or that his brother owned
4/5 of it?

Answer

Mr. Shayer did request me
to loan him some money, offering
to secure the payment thereof by a
Warrant of Trust on his said tract of
land in. Hants County - I
did lend him the money, and a
Warrant of Trust on said land was
executed by him to pay the bond.

I do not remember the exact date,
but that will appear of record, in
the Clerk's office of Hants County
Court, as I had but one transaction
of the kind with him. At the
time of the loan I not only made
inquiries of Shayer himself and
ascertained from him that he
was the owner of the land upon
which he executed the Warrant of Trust
to secure the payment of the debt,
but I also took the presentation
to correspond with Mr. John R.
Kilby, Attorney at Law at Suffolk,
with reference to the same.

loan, and before advancing the money to said Thayer, my recollection is that Mr. Kirby advised me that said Thayer's title to the land was good, that there were no other heirs upon it, and that it was amply sufficient to pay the debt. I understood, distinctly at the time ^{from} that Levi B. Thayer ^{was the} sole owner of the land, and so I supposed, that his brothers or any other person had a 4/5 interest in the land in question. I should never have loaned the money to Levi B. Thayer.

Q Question

Did you know any of Levi B. Thayer's brothers? and if so, state which and their names. And do you know his sister, Laura P. Thayer?

A Answer

I do not know any of Levi B. Thayer's brothers. I have, however, met his sister, Laura P. Thayer, several times.

Q Question

Did you ever hear either his said sister or any of his brothers lay claim to any interest in the land? Or did you ever hear, in any way, that they had any interest in it?

A Answer

I did not know any of his brothers, nor do I remember ever having heard his said sister

refer to said lands - And under the
institution of this suit I never heard
that they claimed to have any
interest in it.

9 Questions

And have you ever heard from any
other source or any other person that
Levi B. Thayer's brother or either of
them, or his sister, had any interest
in the land -

Answer

I never have -

10 Questions

Are there any other facts or
circumstances within your knowledge,
not stated above, going to show
whether said Levi B. Thayer was
the sole owner of the land or not?
If so, please state them?

Answer

I know of no other facts or
circumstances in connection
with the ownership of said
land -

And peritor this deponent
says not
James D. Brady

State of Virginia
City of Petersburg.  to wit:

I, Wm McKenney, a
Notary Public for the said City of Petersburg in
the State of Virginia, do hereby certify that the
foregoing disposition was duly taken, read
to and subscribed before me at the time
and place mentioned therein - Given under
my hand this 23rd day of March 1883 - Wm McKenney
Notary's fee \$10.00 Notary Public

Assent Court of Chancery

Geo L. Neville, Junr &
deposits of
James B. Brady -

Levi L. Thayer's duty
also

1883. March 24th. Filed.
clk: —

To Laura P. Thayer, Admrx. of Levi C. Thayer de-
ceased and David M. Thayer and others

TAKE NOTICE that, on the 23d day of March, 1883, next, at
the office of R. T. Wilson, Atts. at Law Petersburg Va.
between the hours of 8 A. M. and 6 P. M. of that day, I shall proceed to take the Depositions of
James L. Brady
and others, to be read as evidence in my behalf, in a certain suit in Equity
depending in the Circuit Court of Chaucesmond 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,

Geo. L. Kerille By
Wilbur J. Kilby and
A. S. Watts, his Attys.

To the Sheriff of _____ }
county to execute.

10 March 1883.

1883 March 10th, Sufficient and legal
service of the within notice is hereby ac-
knowledged by us.

Burrings O'Brien for Laura
O'Hayer adm of Levi O'Hayer
David M. Hayer and others

Proving

The deposition of Geo. L. Neville and
 others taken before me a Commissioner
 in Chancery of the Court of Hastings for the
 City of Portsmouth taken by Counsel at my
^{so far as relates}
 office in High Street in the City of Portsmouth
 on Friday the 27th day of May 1881 to be
 read as evidence in behalf of the plaintiffs

in a certain chancery suit depending in
 the Circuit-Court of Hants and County where
 Geo. L. Neville and others are plaintiffs and
 Laura P. Thayer and others are defendants

Present A. S. Watts Counsel for plaintiffs
 and Wm H Burroughs Counsel for defendants

1st Quest.

Please state your age, residence and
 occupation

Ans

My Age is 45 years, residence, the
 City of Portsmouth where I have always
 resided; Occupation, I am a merchant
 and trading business under the firm and style
 of Burth & Neville

2nd Quest

You have filed an account in the
 above suit, showing a balance due you
 of \$309⁰⁰ with interest from January
 1st 1880, please examine the ^{marked "A"} above account
 (the said account was here presented to the
 witness) and state whether the same is

is correct?

The question objected to because Mr Neville is not a competent witness to testify as to any contract or transaction with Levi C. Thayer who is dead.

Ans. I have examined it and the same is correct

Quest 3rd Please state if the same is a correct copy from your books

Ans. It is.

Quest 2th Please state whatever the amount of rent charged and whether the rent remained at the same figure during the whole time the house was occupied by Mr Thayer.

Ans. The rent charged was \$8⁰⁰ per month - the amount agreed upon with Mr Thayer sometime in February 1875, there has never been any agreement to any change in this amount.

And further this document saith - not.

Geo. L. Neville

Counsel for Plaintiffs here offers the Book of Geo L. Neville marked "Ledger", and asks

The Commissioner to make a true copy of the entries therein in accord with Thayer and certify the same as a true copy and appear the same to this deposition, it being introduced as evidence in this cause.

Counsel for Defendants objects to the introduction of these books as evidence because it has not been shown what are the nature of these books, for what purpose they are kept, by whom they were kept, when the entries were made or by whom they were made.

Thayer.

Rents Weekend of West Lane on Fayette Street from March 1, 1875 to 1878 7 months.

		1875.		By Cash	
To Dec 31/79				"	10.00
				"	10.
4 1/2 10 m-d 28.	464.	Aug 1877.	"	" in Market	10.
		Oct 1878	"	" to wife	20.
		Oct 26.	"	"	30.
		Dec 12 1879	"	"	25.
		Mar 10	"	"	20.
		May 3	"	"	30.
					150

I certify that the above is a true copy of the entries in the book marked "Ledger", offered in evidence by Counsel for plaintiffs.

R. E. Marshall
Commissioner in Chy.

The further taking of these depositions is adjourned
to 29th day of August 1881.

R. L. Marshall

Clerk in Chief.

August 29th 1881 -

Pursuant to adjournment the further taking of these
is continued.

Reuben A. S. Waters of Counsel for Plaintiffs
and Wm H. Burroughs Counsel for Defendants.

John G. Moody having been sick
gives some depositions as follows.

Quest 1. Please state your age residence and
occupation?

Ans. I am in my 45th year, I live on Jefferson
street in Portsmouth, and am a blocksmith
by trade, I lived in the adjoining lot to Mr. Thayer.

Quest 2. Did you know in his lifetime, ^{Levi.} ~~El~~ Thayer.

Ans. I knew the gentleman.

Quest 3. Please state if you knew him, the date of his
death.

Ans. I am not exactly positive as to the date of his

death, but was with him when he died, and to the best of my recollection he died sometime in the first part of May 1879.

Quest 4. Do you know when he was living at the time of his death and where house he occupied at the time of his death; if so state how you know.

Ans. At the time of his death he died in a house owned by Mr Geo L. Neville, at least he paid rent to Mr Neville, all that I know about is that I recollect hearing Mr Shayer say during his life time that he rented from Mr Neville.

Quest 5. How long prior to his death was he occupying the house of the said Geo L. Neville?

Ans. I am not positive as to the time, whether one year or two years or longer, but I know that he lived and died in the said house which is standing there now.

Ans examined by W. H. Burnough,
Counsel for Defendants.

Quest 1. What was the size of the house and its condition was it in good order or not.

Ans. I am not positive, but it is a double house
each end having two rooms down stairs and
one upstairs, and Mr Thayer occupied
the west end of said house, I am not
sure of the condition, for I was never
in it except the evening he died;

And further this deponent saith not.

John G. Moody

Chas J. Bailey having been first duly
sworn deposes and says as follows.

Quest 1. What is your age residence and occupation?

Ans. I am in my 41st I live corner of 4th and Han-
ninn Street Portsmouth, and Business my occupation.

Quest 2. Did you know Levi Thayer in his lifetime?

Ans. Yes Sir!

Quest 3. Do you know the date of his death?

Ans. I do not.

Quest 4. Do you know where he was living when he
died and whose house he occupied at that
time, if so state how you know.

Ans. Yes I know where he was living, on ~~Lo Fayette~~
Street I think, I heard him say that he
paid rent to Mrs Neville

Quest 5- How long prior to his death was he
occupying the house, the property of Mrs
Neville.

Ans. I could not say, I have no idea what was
the length of time he lived there, I do not
know positively but I should say he lived
there a year and upwards.

Cris examined by Wm H Burroughs Counsel
for Defendants.

Quest 1 What was the size of the house, its condi-
tion was it good or bad?

Ans. The house contained three rooms to each end
of the house, two down and one up, the condition
was miserable

And further this depends with you.

C. V. Bailey

The further taking of these depositions
is adjourned until Friday the 16th day of September

Friday Sept 16th 1881.

Pursuant to adjournments the further
taking of these depositions is resumed

Resent A. S. Coates of Counsel for Plaintiff

Saul D. Cuthrell having been first duly
sworn deposes and says as follows.

Quest 1. State your age, residence and occupation.

Ans. I am in my 26th year, by occupation a clerk,
and reside in the City of Portsmouth.

Quest 2. By whom are you now employed and how
long have you been so employed.

Ans. I am employed with James M. Butts and
George L. Neville I have been with them
just four years, ever since they have been
in business.

Quest 3. Are you acquainted with the handwriting
of Geo. L. Neville and do you know his
private account books.

Ans. I am and I do.

Quest 4. Counsel for plaintiff Geo L. Neville here presents to the witness the private account book of Geo L. Neville from which the account of Geo L. Neville, plaintiff for rent of house, against Levi Thayer is taken, and filed in the examination of said Geo L. Neville, and asks the witness to compare the account so filed with account in the book presented to him, and state if it is the same and correct.

Ans. I have examined them and find that they correspond and the account filed is correct according to the book presented to me.

Quest 5. Please state whether or not the book presented to you is the private account book of Geo L. Neville.

Ans. Yes Sir it is, being in the office with the business books I have known it always to be his private account book and it is used for nothing else.

Quest 6. Please state if you are acquainted with the handwriting of Geo L. Neville and if ^{yes if} the said account against the said Thayer for rent in the said book is in the handwriting of the said Geo L. Neville.

Ans. I am acquainted with it and the account is in his handwriting.

And further this defendant faith-fully
 David E. Lutherell

State of Virginia

City of Portsmouth, Tenn.!

I R. B. Marshall a Commissioner in Charge of the
Bank of Trustees for the City of Portsmouth in the
said State do hereby certify that the foregoing deposi-
tions were duly taken sworn to and subscribed

before me at the times and places mentioned therein
given under my hand this 17th day of September 1881.

R. B. Marshall
Commissioner in Charge.

Commissioners \$25000

COMMISSIONER'S OFFICE,
SUFFOLK, NANSEMOND COUNTY, VA., }
May 13, 1881.

TO GEORGE L. NEVILLE, WHO SUES
for the benefit of himself and all other creditors of Levi C. Thayer, deceased.....Plaintiff,
AND

Laura P. Thayer, in her own right and proper person and as administratrix* of Levi C. Thayer, deceased; Wilson Gard and Laura E., his wife; Francis B. Plain and Rosalie S., his wife; William Tucker, David Thayer, Martha A. Thayer, Edward H. Thayer, Nancy B. Sibley (widow), Henry Creveling and Louisa B., his wife; Horatio N. Twombly and C. B. Duffield, trustee; Annette Belle Conger, Cornelia C. Conger, Lizzie S. Thayer and Charles B. Thayer, the last four being infants under the age of twenty-one years.....Defendants.

You are hereby notified that I have fixed upon
WEDNESDAY, THE 15TH DAY OF JUNE (1881) NEXT,
to take and settle, at my office, the following accounts, to wit:

1. An account of the transactions of Laura P. Thayer, as administratrix of Levi C. Thayer, deceased.

2. An account of the real estate of which Levi C. Thayer died seised and possessed, giving a description of the same, with its fee simple and annual value.

3. An account of the outstanding debts due by the said Levi C. Thayer, deceased, or his estate, showing their dignity and priority; and

4. An account of any matters specially stated, deemed pertinent by myself or which may be required by any of the parties to be so stated, required to be taken by the decree of Nansemond Circuit court, rendered on the 14th day of April, 1881, in a suit in chancery depending in said court, in which you are parties, plaintiff 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.

ROBERT R. PRENTIS,
Commissioner.

KILBY AND A. S. WATTS, p. q. my18-4t

House would be wise and useful as an example, and would be approved by the habit as especially great in political was not sure. I regarded the danger of and official life. It seemed to me that to exclude liquors from the White

L. Thayer
To

Geo. L. Seville, Dr.

To Rent of house from March
1st, 1875 to Decr. 31, 1879 - 4y.
10 mos. @ \$8. per month.
Per.

\$ 464 00

1875	By Cash	\$ 10 00	
"	"	10 00	
Aug.	"	10 00	
1877 Oct.	"	20 00	
1878 Oct. 26	"	30 00	
Dec. 12	"	25 00	
1879 Mar. 10	"	20 00	
May 3	"	30 00	\$ 155 00
			\$ 309 00

Interest from 1 Jan. 1880

Wille Ochs
as
Hoyen Ochs

"
A"

Geo L. Neville & Co
vs. L. Lu Chay.
Laura Thayer & Co

Depositions from
Plaintiffs taken
before.

R. H. C. C. C.
C. H. C. C.

Filed with the Report
of Court. R. H. C. C.
30th. Sept. 1881

One dollar freight on One Well cut One Bag Seed
& One Plant & about March 30 1866

Wm D. Carpenter

James

Messrs Thayer Bros

To N & P R R Co

1868 Mar 18th To frt on

1 Bbl Pork

30^c

3 Bags Guano.

43.

1 Bag mds.

9.

82

Recd. payment

T. G. Elam
Ag't

OF

Tonnage,

EST,

Rail Road,

Station,

DING

Messrs Thayer Bros

Rock Hill R R Co Dros

1868 March. 19th

Per Briton

3 Bags oats.

25^c

Recd payment

G. G. Elam
Ag't

Wm Mayer Brothers
In N & P R R

To Freight on

4 Bbl. Potatoes 1 Bbl Beans \$ 1.00

3 Bbl. Hay 1.47

20 Bags Oats 5 Bags Corn 1.64

5 Bags Corn Seed 1 Bag Grass Seed

Paul

4.12
4.63

Apr 5. 1866

John C. Matheson

James

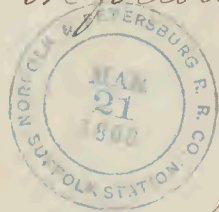
Mess Thayer Bros
To N & P R R

Mar 21, To Freight & Charges on following

1 Keg Butter & 3 Boxes

1 Bbl Nuts

Paid
McClellan's Ash



17.83

2.77

20.60

Samuel

Norfolk, Va., *April 7th* 1866.

My dear Thayer Breather



O. D. HUYCK, }
W. G. VEAZEY, } TERMS CASH.

Co HUYCK & VEAZEY, Dr.

METROPOLITAN

Livery, Sale and Exchange Stables,

WIDE WATER STREET, NEAR CHURCH.

*April 7th To 1 Sorrell Hall pair Horses
Fitted & guaranteed*

*Recd. pay to Saddle Brides
Huyck & Veazey*

*\$ 145.00
1000*

155 00



Wm Mayer & Co.

May 21. Freight on 10 Bags
Oats + 2 Bales Hay

1.55-

Prd
J. W. Martin

Samuel

Web Chayer Bros
1881 To W & R R R

June 8 To freight on
9 Bales Hay, 1136 lbs Beans }
& Plow Point 13 Bags Oats } 4.30

Receipt
J. M. C. W. T. H. in
ap

James



Importers & Dealers in

FINE AND HEAVY

HARDWARE,

CUTLERY

AND

EDGE TOOLS.

W. S. DONNAN.
JOHN ASHER.

Richmond, Va., Jan 29th 1868

Mess Thayer Bros

Bought of W. S. DONNAN & CO.,

AGENTS FOR FAIRBANK'S STANDARD
PLATFORM AND COUNTER SCALES. }

IRON FRONT BUILDING,

GOVERNOR STREET.

1 Set 3 1/2 x 11. Turnible Scales & Boxes
Box & L Dray

8.00

50, \$ 8.50

Recd payment Per Wm S. L. Donnan Jr

Constantly on hand, Corn Meal, Corn, White Beans, B. E. Peas, Black Peas, Mill Feed, Brown Stuff, Baled Hay and Straw.

Norfolk, Va., June 5 1866.
 Messrs Thayer & Bro Suffolk

Bought of G. W. CHILDS & CO.,

FLOUR, GRAIN AND FEED DEALERS,

No. 11 Roanoke Square.

GEO. W. CHILDS, }
 H. H. WHITING. }

2000 lb Hay 1 35 27 00
 40 12 1/2 bu Oats 10 1/2 42 00
 1 Mal on Chest 143 54 43

Per Payment
 W. H. Childs & Co



65
 200 0

54.43
1 50
53 93
2 20
55 93

June

TERMS CASH.

Norfolk, Va., June 5th 1866

Wm. Thayer Bros.

Bought of

WARREN & WOODHOUSE,

THOS. P. WARREN, }
J. J. WOODHOUSE. }

Manufacturers and Dealers in

AGRICULTURAL IMPLEMENTS,

IRON, STEEL, CARRIAGE SPRINGS AND AXLES, FIELD AND GARDEN SEEDS, &C.

RAY BUCK PR.

NO. 8 ROANOKE SQUARE.

1 No. 20 Point Cutter
1 " 20 Landside

60

90

1 50

Recd Payment
Warren & Woodhouse

Norfolk, Va July 12th 1866

Wm H Thayer Esq. —

Bought of C. BILLUPS,

MANUFACTURER AND DEALER IN

Plows, Harrows, Cultivators, and all Farming Tools and Machinery,

Bar and Bundle Iron, Cast Buggy and Wagon Axles, Boxes and Springs.

GARDEN SEEDS GUARANTEED FRESH AND GENUINE.

No. 11 Wide Water Street.

1 Grain Cradle

2 Wood Bakes

37 1/2 x

Gray —

Goods sent today —

\$5.50

.75

2.25

\$6.50

Mess Mayer Bros.

J. J. Watkinson & Co. R.R.B.

Jan 66. Freight on

1 Keg Lard 1 Bbl Potatoes

.50

1 Plow 2 points 1 Hoe attached

1 Cultivator 1 Bundle Forks & hay

.25

1 Bag Pea Nuts

.25

1 Grind Stone 1 point

.25

Paid
J. J. Watkinson
Agt.

1.25

James



State Constitutional Convention of Virginia,

Richmond, Va., Feb 27th 1868.

I wrote you a letter last evening, saying I would send you a bbl of flour and a bbl of pork, but the pork cannot be got in the city. The best family flour is worth \$14. in bbl. If you think I had better get the flour I will do so. I think you had better buy all you want at home or in Norfolk, if you conclude to buy at home, I will send you \$50. by express, and if you conclude to buy in Norfolk, I will send you a postal order, as soon as you get this let me know whether you will have to go to Norfolk or not.

I forgot to say in my last letter that I think Porter should either work our land or brake up new land, the Idea that he may

be allowed ~~to~~ simply to break up only enough for a garden for himself and getting his fire wood, is simply furnishing him a home for nothing. I think the object of letting him on the farm was, to get it put under cultivation, I hope you will call his attention to that fact, if he does not feel disposed to do any more work on the farm I think he ought to leave ^{it} ~~(the farm)~~

I think you told me he was going to work some land for Briggs, Is he breaking up any land this winter have you had any of the tops of the trees cut into fire wood? would it pay can you sell any such wood;

It is now mine Belk and I am alone and will tell you something more about my speech. The Attorney General of the State, stopped me on this street this morning, and congratulated

me on my success and said it was the Strongest Speech that had been made in the Convention and wished me to get it published as a campaign document. Judge Underwood congratulated me, on the said Speech, and said it was the only Speech that had fully vindicated the action of Congress, but in order to show the difference of opinion of people, I will send you a paper with a counter opinion, (see enquirer) you will see by the New Nation that the rules of the Convention were suspended to allow me more time a portion of which I allowed for resolutions to be offered which could not be done without my consent, The White mentioned in the paper, is Genl. White who was presiding Elder you heard me speak of, and

Levi C. Frazier

1865

who offered to establish a
church in Suffolk if he
could get a half dozen mem-
bers, but you can judge of
the speech when you see it.
I have written every thing I
can think of, I am glad you
are satisfied with the Memo.
how is the North Carolina Sted.
getting along, you say the conven-
tion is a good thing and you
hope it will last &c. I think it
will last nearly 2 months long-
er I think I can find some-
thing to do after the convention
has adjourned, answer all the
particulars in the other letter
the waggon boxes are expected
next Monday and will be
forwarded to you immediately
Love to all

L. C. Frazier

Culloden Glen 19th.

Dear,

Brother,

We recd notice
of your letter lost Friday.

In reply, as to whether we
had any trouble in getting the
money on the Post Office order
it remains yet to be seen.

I spent a half day yesterday
in trying to get the money on
it but could not. At last we
went to Cooper & he said he
had collected P. O. orders by
express. So I sent it by
express for collection, and endorsed
it as Thayers Brothers by David
Mc Thayer. You did not say
how it should be endorsed in
either of your letters. But I

Concluded that was the way you intended it. There will be no express from Norfolk until Tuesday morning.

If I have done different from the letter of advice sent to the Norfolk P. & O. You can rectify it there. Sawing wood is mighty slow business. & some hands make it worse still, & Barnes pounded his thumb mighty bad to day & I don't expect he will be able to do much if anything & I ain't much better off.

We think we had better put more men to work, for there are a good many cutting wood this winter (or are going to cut) & we are afraid wood will fail. We ain't discouraged about drawing wood. Charley drew 5 loads of not quite $4\frac{1}{2}$ chord each, and

got stuck with 3 of them & had to unload them. That is proving under difficulties ain't it.

Charley says every morning, do you think I had start after a load to day. J. H. says guess he had better try it. For $4\frac{1}{2}$ chord of wood will pay for more wood than we all & can saw. (So away he goes. & I swear a little when he comes home about the roads.)

The name of the boxes for the waggon are Pipe Boxes. They are 11 inches long & $3\frac{1}{2}$ inch in circumference at the large end, but they are knobbed so are some. They are probably all of a size for a turner waggon.

I see by the N. & E. Starter & Farmer B. That Guano is 70 dollars per ton & ground Starter is \$18 per ton in Richmond. Which do you think we had better use.

Dr. Hays
1858

and where had we better get it.
and also our seed. I expect we
could do as well in Norfolk if not
better. Two of the old hens have
laid out their litter & want
to set. & 3 or 4 of the pullets are
caying. (By the way) We have
got an addition to our stock of animals
a large black Cat came here the other
night. She is an old buster. She
has nearly cleaned the mice out
from the House & Barn.

She follows us around just like
a dog. There I believe I
have written pretty much all
I can think of. I don't feel much
like writing now a days, I get so
tired come night I can't read.
& I expect I shall have to answer
Louise's letter if it ever gets answered.
Write often & I will answer as many
of your letters as I can.

Your Brother David.

Clubburn Dec 14th 1873
and Jan 5, 1874

Dear Brother Levi:

Somewhat

I came up here I wrote to
you, but I have not rec'd any
from you. I suppose you have
seen Mr Black since he
returned from here so you
have heard all of the news.

I have been visiting all Summer
Had pretty steady work until about
a month ago 2,50 per day. Since
then I have only worked one day
Winter set in about 3 weeks ago
& for 4 weeks we had the fiercest
blowing I ever saw but for
the last week it has rained all of the
time until last night it began to
snow again & to day it is as

Greenland. One year ago to day
I arrived at Saratoga Falls.
It seems a long time since I
left Suffolk. & this cold weather
makes me think I would like
to be back South again, I have
bought a house here, I am to
pay \$1400 for it; & I think it
is a very cheap place Corner
lot & nearly $\frac{1}{4}$ of an acre, 2
months before I bought it I offered
\$1500 for it but they did not feel
disposed to take it, My house
contains a small parlor dining
room large bedroom Summer kitchen
& large pantry below, & 4 large
& 1 small bedroom above, 2 closets
presses one above & one below, Cellar
under the whole house Cistern
in the kitchen & good well ~~at~~ from
the house several fruit trees & a large
grape vine, I paid 100 & am to
pay at the rate of \$1.50 per month.

I have got my house pretty
well furnished, as far as comfort
is concerned, Good but not costly
I have got a No 492 Stewart
Cooking Stove, latest pattern, an
improvement on the old.
My house is on the corner of Maple
& Walnut St about a mile from
South St, up East Genesee St.
There is a wing on my house & a
bureau on the wing. It is in the pleasant
part of the City. We took possession
the 1st of Oct, 'Wales' Eliza &
Charlotte (Wales' sister) came up
& spent the afternoon & evening.
We enjoyed them, Charlotte was down
on a visit. I see Wales every few
days, & always enquires after you.
I suppose Wales will get about 20000
out of Uncle's property. Uncle had
a will. (It is a dark secret see to
write,) After supper, we had most

27th August 1873
Turkey for supper, Sarah's brother ~~sent~~
us out a box of apples, pears & a Turkey yesterday.
Uncle David willed his property £140,000
Equally between, Walter & Charlotte, Jonathan
Thames & two Nieces of his that lived home. I
a Mrs Collins & a Miss Hunt, Walter
gets the Farm extra 18 acres, but I think
that they won't get their shares for
18 months. Sarah is getting Lily
to sleep & I have begun writing again
it is impossible to write when she
is round, it only takes about 10 min
ute now to get her to sleep easily
for she don't sleep any in the day.
Lily talks everything, has been talking
about Uncle David's wishing her to
sleep down in old Virginia & it made
her feel better when she was sick.
She says, Papa & Ma Ma couldn't
Lily is as smart as the best of
them, & just as full of mischief as
she can be. She don't pretend to
down from the time she gets up in
until she goes to sleep except to
eat, & is perfectly healthy.

I wrote to Nancy 3 weeks ago to day
but I haven't heard from her yet.
I directed to Spencer, I don't
think she got it. Do you know whether
or not to her Post Office address or
not. I was in hopes you would
have sold Culloden before this at
some price. Don't you want to buy
my share, if you do you may have
it for whatever you think I ought
to have, & pay as I am to pay on my
share monthly payments, in any way
to suit you. If not have you any
money to lend me & take your
pay when Culloden is sold, or out of
it some day. The truth is I am out
of money except 3 dollars & out of work &
a long hard winter before me, & not any
prospect of much work. James is owing
me \$15 yet, & I have written to him
twice since last April but he does not
appear to have it to spare.
Nana has just commenced waiting

to Laura, & I suppose I have got
to write some to her. Jane
sends her love to you. I am in
hopes I shall be able to go into busi-
ness for myself in the spring. There
is a man in the shop where I worked
told me some time ago that he would
go into partnership with me. I hope
he will. He is a first class letter
graver, the best general workman
in all printing & papering I ever saw
& a good fellow besides. I wrote to
Louise about six weeks ago, no letter
as yet. I believe everybody in Laura
over here a - letter, & I am going to pay
her to night. My health is good & weigh
about 120 lbs. I find quite a number around
here that know Jimmy Dempsey, one
young man that worked in the shop with me
William Johnson & another young man in
the name of Knoll. Give my respects to
all I know. Let me know when you think
of my proposition as soon as you can. Ever your brother
J. M. Tupper

Toronto Jan 5th 1874,

Jan 5th 1874,

Dear Brother

Your letter was duly recd, And I should have answered the first on its receipt, but waited for the purpose of being able to write you some news, that might interest you, I have traded my Buffalo property, with Trowbridge for the Shook factory and all the appurtenances thereto both real and personal. I can rent the Engine, for \$200. per year, or the entire property for \$300.

Laura wishes me to rent the engine, and keep the rest of it.

I have had nothing to do since the 9th of Nov, The transfer of the property took all the money I.

road, and I am somewhat ⁱⁿ luck
with Mr. Cole. Mr. Aperson,
(the commander of our port) is
superintendent of yards and
docks, says he will set me to work
the opportunity. I am looking
for something ~~for something~~
better, with a fair prospect of
getting it. The Rev Mr Manning
offers me an interest in his business,
he is the person that is renting
the engine and the rest if I so
determine. Since I quit work in
the yard, I have painted the Union
Station M. C. Church on the inside
for nothing, after which we held
a fair in it, in which we cleared
\$300. I was chairman of the fair
committee, and the sole purch-
asing agent. I am also chairman
of the committee on music, and
have a first class choir and —

Singing school, I am also
one of the Trustees of the Church.
You see I have got myself into
business. The Members and friends
of the Church demanded of the
presiding Elder that he should
get me a prominent place, which
he promised to do. Geo Black
says the Elder has more influence
in Washington than Platte.
The Elder dislikes Platte even
worse than you do. The place I
am expecting is Stoukper of
Buoy \$75. per month, house and
fuel furnished. You seem to
think the republicans got bad-
ly whipped at the last election,
no worse than they deserved,
Since the Thayers lost the con-
troll of the party in the County,
it went to the D—l, and I am
glad of it. Platte is glad to

Dear Mary

July 6th 1871

Lama, since he found we would not crawl to him, he treats me graciously when we meet, I met him once officially as a representative of the painters of the Navy yard.

I do not know what price would be satisfactory for the farm, if you will ascertain the sum I will undertake to make some arrangement with the parties in interest. The fires have destroyed a great deal of the woods, the houses are destroyed, doors, floors, ^{windows} stairs, all gone, except in James house, and Eddie sold them, he also sold ~~the~~ rails in the fences, and what he did not sell have been burned, the Barn has caved in, and Luciloden is in a worse condition to day than ever before.

Portsmouth Feb^y 12th 1878

Dear brother David

I have just received
a telegraph from Eddie, that James
is dead, and wishes me to telegraph
to you the same. I saw Geo Black
about a week ago, and he satisfied
me your condition was such, that
you would not be able to go to Wash-
ington, hence I write to you instead
of telegraphing. I hope you may
be able to go on the receipt of this.
About three months ago, I went to
Washington to attend Pauline's
funeral, and one week ago last
Sunday, I attended the funeral
of her husband. And in doing so I
spent all the money I could raise.
I brought Pauline's two children,
Edna and Leah home with me

If I can possibly get moving to go
to Washington I shall go.
I am at a loss what to say to
Maathie in relation to her
future. Please advise me and
her if you can. If you can go to
Washington I hope you will, for
Maathie is sadly in need of your
advice. I have done nothing
since last October, but expect
to go in the spring in a few days.

My mind is so upset I cannot
write much business. I presume
you are aware of that Laura and
Mary are here, and have been
for the last 7 months.

Laura will probably finish this
letter to you and Sarah. If she
does not, I will finish by saying
that I have had a bone felon on
my right fore finger and it is
not well yet. (John R. Killey)

and others have run a rail
road across the farm on the
land lying on the decomposition
road and striking our land
about six rods west of the
east line of the fence running
west completely spoiling the
front of the farm, taking 35 ft
for the road, offering \$25 damages.
I decline to take it.

I presume Maathie will write
on selling Love to you all with
soon and oblige I & Thayer.

L. C. Mayer

July 4. 1875

Exhibits filed
with Dfts. Defendants
in Chas. Smith &
Nelson &
Thayer &

P. BAUER, Superintendent.

OF THE—

Gas Company,

th, Va., 188 .

This Deed made this 18th day of August 1876 Between
Leri C Thayer of Portsmouth, Virginia of the one part
and John R Kilby of Suffolk Va., trustee, of the other
part Witnesseth: that the said Leri C Thayer doth
grant unto the said John R Kilby, trustee, the
following property, to wit. viz: a certain tract, piece
or parcel of land lying and being in the County of
Nansemond, District of Cypress, in said County, State of
Virginia and bounded as follows. viz: Beginning at a pine,
a corner tree of Elisha Norfleet and Robert R Smith's
Estate, thence along said Smith's line to a pine in Thomas
Giggs's field; thence along said Gigg's line to a small
poplar at a corner of Gigg's back line, thence north
(60) degrees; west 34 poles to a Persimmon tree standing
on the Summertown Road and corner of Gigg's fence,
thence up Summertown Road South 30 degrees W. E. to a
Persimmon on the Road and corner of Robert R. Smith's
Estate; thence along Smith's line to a division line established
by John M Cowling which runs north 84th E. to a small
Sweet Gum, the most westerly point of the Retreat Plantation
thence N. 16. W. to a small oak in the fork of Bates's bottom

thence N. 51° W. to a large pine, the beginning ~ and estimated to contain five hundred and fifty five acres more or less, and is the same tract or parcel of land conveyed to the said Levi C. Thayer by H. L. Norfleet by deed bearing date 27th day of February 1866 and duly recorded in the Clerk's Office of Nansemond County - In trust, however, to secure the payment of a certain bond executed by the said Levi C. Thayer dated ^{with this deed} of even date, being for the sum of one hundred and fifty five dollars, payable to James D. Brody, or order, six months after date - and the said Levi C. Thayer hereby waives the benefit of his Homestead Exemption as to the debt secured by this deed.

Witness the following signatures and Seal
L. C. Thayer

State of Virginia.

City of Norfolk, Court: M. C. Percy, a Notary Public, for the Corporation aforesaid in the State of Virginia do certify that Levi C. Thayer whose name is signed to the writing above, bearing date on the 18th day of August, 1876, has acknowledged the same before me in my capacity aforesaid. Given under my

Hand this 18th day of August, 1876,

M. C. Percy
Notary Public

In the Clerk's Office of Nansemond County Court, the 19th day of August, 1876.

This Deed of Trust was received, and with the certificate written thereon, admitted to record.

Wesley
Peter B. Prentiss, Clerk

x-1104

Thayer Levi C
to Deed trust
Kilby Mrs R
trustee

1876
Aug. 19th. Received in the
Clerk's Office, certified, tax.

Exhibit P.

Wilbur J. Kilby substituted Trustee 14th.
April 1879 and
Release deed given
by him to Levi C.
Thayer.

Recorded Deed Book No. 3-
p. 455-

Tax recd. fee paid, \$2.²⁵
clk.

Post Office

H. B. NICHOLS,
Postmaster.

Norfolk, Va. Dec 28th 1878

Dear Sir

The note of Mr. Levi C. Thayer secured
by deed of trust to your father, Mr. Wm R. Killy as
trustee, in which I was interested, has been paid
and I request that a deed of release be executed
to Mr. Thayer.

Very Respectfully
W. D. Pringle

Wm R. Killy Esq
Suffolk Va

Whereas on the 18th day of August 1876 by his Deed of Trust bearing date as of that day and duly recorded in the 19th day of August 1876 in the Clerk's Office of the County Court of Cause-
sund County, Virginia, to secure to James D. Brady the payment of the sum of one hundred and fifty five (155) dollars evidenced by the Bond of ~~said~~ Levi C. Thayer as specified in said Deed of Trust, said Levi C. Thayer did convey unto John R. Kilby the trustee named in said deed of trust, a certain tract of land lying and being in the County of Causemud District of Cypress in said County and State of Virginia and bounded as follows: viz: Beginning at a pine, a corner tree of Elisha Infleet and Robert R. Smith's estate, thence along said Smith's line to a pine in Thomas Griggs' field thence along said Griggs' line to a small poplar at a corner of Griggs' back line, thence North (60) degrees, West 34 poles to ^a Persimmon tree standing in the Am~~er~~stern Road and corner of Griggs' fence, thence up Am~~er~~stern road South 30 degrees to a Persimmon ^{tree} on the road and corner

of Robert R. Smith's estate, thence along Smith's line to a division line established by John M. Cowling which runs North 84° E. to a small sweet gum, the most westerly point of the Retreat Plantation thence N. 16. W. to a small oak in the fork of Bates Bottom thence N. 51° W. to a large pine the beginning and estimated to contain five hundred and fifty five acres, more or less; And whereas said John R. Kilby trustee aforesaid departed this life on the 5th day of December 1878, and on the 14th day of April 1879, Wilbur J. Kilby was substituted and appointed Trustee in said deed of Trust in place of said John R. Kilby, deceased Trustee, by order of Chautauque County Court made at the April Term thereof 1879: And whereas said sum of one hundred and fifty five dollars has all been paid in full together with all interest due thereon to said James D. Brady, and said Levi C. Thayer is entitled to and desires to have a Release deed releasing and conveying said tract of land to him free of the lien of said deed of Trust;

This Deed, therefore, made this 14th day
of April 1879 between said Wilbur J. Kilby
as substituted Trustee aforesaid of the
one part and said Levi C. Thayer of the
other part, Witnesseth: That in consid-
eration of the premises and of the payment
of said sum of money & by the direction
of said James D. Brady, the said Wilbur
J. Kilby, as substituted Trustee aforesaid
doth remise, release, grant and convey
unto said Levi C. Thayer with special
warranty and unto his heirs and as-
signs forever the above-described parcel
a tract of land together with all and
singular the appurtenances belonging to the
same. Witness the following signature and seal.
Wilbur J. Kilby, substituted Trustee (seal)

In the Clerk's Office of Nantuxent County Court, the 15th day
of April, 1879.

This Deed of Release was acknowledged by Wilbur J. Kilby,
substituted Trustee; and thereupon admitted to record.

Teste,

Peter B. Prentiss, Clerk

xiii

Wilbur J. Kilby, substituted
Trustee,
To { Deed of Release
Levi C. Mayes

1879.
April 10th: Acknowledged in
the Clerk's Office, by Wilbur
J. Kilby, substituted Trustee,
HAR

Exhibit. 

Recorded Deed Book No. 7
p. 395-

Tax recording fee paid. \$2.25
Cek

Portsmouth, Va., 1883

The Commonwealth of Virginia

To the Sergeant of the City of Portsmouth

You are hereby commanded to summon S.
B. Kenney, J. W. Pennington, J. N. C. Cole and Laura
P. Thayer to appear at the Office of A. S. Watts
in the City of Portsmouth on the 28th day of February
1883. at 10 O'Clock A.M. to testify and the Truth to
pay on behalf of the defendants, Laura P. Thayer
^{in her own right} and as administratrix and others - - -

in a certain matter of controversy depending and
undetermined, in the Circuit Court of Nansemond
County, wherein George L. Neville is plaintiff &
Laura P. Thayer Adm'x and others are defendants.

And this the witness shall in no wise omit,
under the penalty of \$300 each

Witness R. C. Marshall Commissioner in
Chancery this 24th day of February 1883.

R. C. Marshall
Commissioner in Chancery

Original

2 copies

S. B. Rensselaer

N. Y.

L. H. Pennell

"

J. H. C. Cole

"

Laura P. Thayer

near the N. Y.

Geo. L. Cheville

vs. { Subpoenas for witnesses
to appear before Com.
of Marshall.

Laura P. Thayer, Adversary.

July 26. 1883

Executed by delivering
a copy of the within on
each of the within parties
each in person

Elomaufer

595

The depositions of S. B. Kenney and others,
taken before me, R. C. Marshall, a Com-
missioner in Chancery for the Court of
Hearings for the City of Portsmouth, pur-
suant to notice hereto annexed, at the
Office of J. W. Atts, atty at Law, in the
City of Portsmouth, on the 28th day of Feb-
ruary 1883, between the hours of 10 A.M.
and 6 P.M., to be read as evidence on
behalf of the defendants, in a certain suit
in Equity, depending in the Circuit Court
of Newsemond County, wherein Geo. L.
Neville, is plaintiff, and Laura P. Thayer
Adm^x &c. et al are defendants.

Present:

Kelby & Watts for plaintiff.

Judge W^m H. Burroughs, for defendants.

J. N. C. Cole, being duly sworn on the Holy
Evangelists of Almighty God, deposeth and
saith as follows:

1st Ques. By atty for Dfts. State if you were
acquainted with Levi C. Thayer, in his life
time, when you first became acquainted
with him and how long you knew him?

Ans. I think I first became acquainted with
him in 1872 or 73. and knew him from

that time until his death.

2nd Ques. Please look at letters ^{dated} Feby 29th 1868, Feby 4th 1875, and Jan'y 5th 1874, and state if you know in whose hand writing the body and signaturs of said ^{letters} are.

(Plaintiff by Counsel object to the introduction of said letters as Evidence).

Ans. I don't know that I ever saw any of his writing before. ^{When I saw} ~~At the time~~ his signature it was similar to this, though a little more shakley or falsey. The first recollection I have of seeing his signature was about 4 years ago.

3rd Ques. State if you ever had any conversation with Levi G. Thayer, in reference to a farm owned by him in the County of Mansimond, near Suffolk. and what was the conversation as well as you can recollect?

Ans. Well I have heard him say frequently that he had a place near Suffolk and I ~~have~~ likewise ^{say} ~~heard~~ state quite positively. that ^{he stated to me that} his brothers or brothers and sisters owned or held a joint interest with him. Yes I can say positively that I heard him say both ways that he owned it and that it was owned by himself and

brothers.

4th - Ques. In the statements which he made to you, that his brothers or brothers and sisters held an interest with him, where these statements made more than one?

Ans. Yes, quite frequently.

5th - Ques. Was Levi C. Thayer, indebted to you at the date of his death?

Ans. He was.

(The Plaintiff Excepts to the foregoing deposition, on account of the incompetency of the witness to testify and relevancy of the testimony. And without waiving any Exceptions proceed to Cross Examine the witness)

Cross Examination by
Atty for Plaintiff

1st - Ques. When was the first time that you saw Levi C. Thayer, sign his name?

Ans. I cant tell, the first time I saw him sign his name was when he signed the note to me in the record.

2nd - Ques. Did you ever see him sign his name upon any other occasion?

Ans. No, I have no recollection of any other time.

3rd Ques. Were you undertake to say, from having seen Thayer, sign his name upon this one occasion, that his signature to these letters are genuine?

Ans. I answer the same as before, I think they are his signatures both the pencil and ink to the best of my knowledge.

4th Ques. How many times did you hear Levi L. Thayer, say this property in Nausumond County was his.

Ans. I will have to answer this question in the same way - frequently.

5th Ques. When you credited him and accepted his note aforementioned was it not under the impression and belief that he owned this property?

Ans. Well I would have to say no. My inclination and knowledge ^{is} that he was not the sole owner of said land. He led me to believe that he was not the sole owner at that time.

6th Ques. If you had heard him say frequently as you have stated, that he was the sole owner, why should you think he was not?

Ans. I have heard him say frequently that he was the owner of that property and I've likewise heard him say

words to that Effect, ~~that~~ ^{that} his brothers and sisters were joint owners of the Suffolk Property, which would lead me to believe both at the time he gave me the note and at this present time that he was not the sole owner.

7th - Ques Did you not see the Estate of the said Thayer for the aforesaid note of \$100⁰⁰? That is to say, did you not attempt to prove it before the Commissioners in this Court and ~~that~~ ^{was} it not ~~was~~ rejected on account of being out of date?

Ans. Soon after it was known to me, through the papers and otherwise, that Mrs Thayer, was appointed Administratrix I presented the note with an unsettled account for nearly \$100⁰⁰. For some reason that I don't recollect Mrs Thayer, requested that I should withhold it for a time. That she would see that it would be put in proper shape for payment. After a time upon inquiry from Judge Burroughs, I learned it was not allowed. I gave the note to Judge Burroughs, and he sent it to the Commissioners.

8th - Ques Is there not an understanding and

and agreement now, between you and the brothers and sisters of the said Levi C. Thayer, who are claiming an interest in said land that your debt shall be paid if they succeed?

Ans. There is not. Never been proposed and not Expected.

9th Ques. Has not the Adm^x. of Levi C. Thayer, Expressed to you a desire and a willingness that your debt should be paid?

Ans. She has both, but under no promise or stipulation as to the result of the suit.

10th Ques. You know nothing of the purchase of this land by W. Thayer, or the taker of the deeds therefor?

Ans. No Sir.

11th Ques. Nor as to who paid the purchase money therefor.

Ans. I do not.

Re-Examined by Atty. for Defts.

1st Ques. When you presented your claim to Wif Thayer, for payment, and she promised to put it in proper shape for

3
payment, if no ^{such} promise had been made, would you not have taken steps to collect your debt before it was barred by the statute of limitations?

Ans. I would. Upon her promise I rested.

And further this deponent saith not.

J. N. C. Cole

S. B. Kenney, being first duly sworn deposes and saith as follows:

1st Ques. State if you were acquainted with Levi C. Thayer, in his lifetime, when you first became acquainted with him, and how long you knew him?

Ans. From 1867, until his death. I have resided for eighteen years at 418. 2nd St. Newtown.

2nd Ques. Please look at letters dated Feb'y 29th 1868, February 4th 1875 and January 5th 1874, and state if you know in whose hand writing the body and signatures of said letters are.

The same Exceptions are made by the Plaintiff by his atty in this case as in the case of J. N. C. Cole. as to the competency and relevancy of the testimony of the witnesses)

Ans. I would unhesitating say, Levi C. Thayer, wrote all three of them.

3rd Ques. Please state if you ever saw Levi C. Thayer, write, or if you ever had any correspondence with him and to what extent?

Ans. At the time this first letter was written, Thayer, was a member of the Constitutional Convention, and I was an Assistant Surgeon on duty at Richmond and roomed with him for a month and was familiar with his hand writing. I recognize the paper on which it was written as I often wrote upon it myself. I have had a good deal of correspondence with him. I recognize the handwriting in the letter of 1874, and account for the change in the penmanship to be ~~increased~~ ^{caused} by increased palsy. Later and before he died he wrote with a lead pencil, because he could write better with a pencil than he could

with a pen and ink.

4th Ques. During the period you knew Levi
C. Thayer, did you ever hear him
make any statements in reference
to the ownership of a tract of land
in Mansfield County, near Suffolk
whether he owned it solely or jointly
with others. If so repeat the statements
as near as you can -

Ans. I have often heard him speak of
property in Suffolk. He never
told me whether it belonged to him
alone or whether his brothers and sis-
ters owned it with him or not,
but always spoke of it as our
farm. And knowing that his brothers
and sisters lived there with him I
naturally suppose that they owned the
same jointly. I never had occasion
to inquire into his ^{private} business and
simply came to this conclusion from
his general conversation.

5th Ques. Do you know what County he
represented in the Constitutional
Conventions?

Ans. Pittsylvania County.

6th Ques. What is your age and occupation?

Ans. I am 45 years and at present
a clerk.

Cross Examination.

(Without waiving the benefit of the Exceptions taken above to the testimony of the witness, the counsel for the plaintiff, proceed to cross examine him.

Cross Examination.

1st Ques. During what years did L. C. Meyers' brothers live with him in Suffolk?

Ans. I know that they were living with him in the years 1867 & 1868. I know that was their home.

2nd Ques Was it during these years, that you heard him speak of "Our farm in Hansemond County"?

Ans. I think I have heard him speak of this property many times in each and every year from 1867 until his death as "Our farm". I never hear him speak of it in any other way that I remember. I am sure that if there was any loss of crops or property he spoke of it as our loss. I remember of his speaking about the loss of some valuable horses he brought from the north as a loss to the boys and his mistake in not buying them here.

3rd Ques. State some of the occasions, places and times when you heard him speak of the farm and the circumstances if you can now recall them?

Ans. I don't remember any particular time. I boarded at his Sisters ^{Miss Laura Thayer} about two years and I frequently met Mr. Thayer, at other places, at my house, office and the Navy Yard. I only remember this question of farm by General conversation.

4th Ques. When his references to the farm were not made to you in conversations directly about the farm but incidentally in ordinary conversation?

Ans. Yes Sir.

5th Ques. You know nothing as to the purchase of the farm by Mr. Thayer, or as to who paid the purchase money therefore?

Ans. No Sir.

6th Ques. Do you know, whether or not he ever mortgaged the property?

Ans. No Sir.

7th Ques. Do you know whether he owned any other property in Suffolk or Nassau - moud County - besides this farm?

Ans. No.

8th Ques. Do you know whether when he spoke about his property in Nance-
-mond County, he referred to his
land in the County or that which
he owned in Suffolk?

Ans. I knew no difference. He allways spoke
of it as our farm. I don't know that
he owned any property only from what
I heard him say.

9th Ques Did you know his brothers?

Ans. Not intimately.

10th Ques. State their names if you know them?

Ans. David and James are the only two
I knew. I have not seen them for a number
of years. I don't know where. I use to
meet James, occasionally here when he was
a mail agent.

11th Ques During the lifetime of Mr. Levi C.
Thayer, did you ever hear any one
of these brothers say that they claimed
an interest in said property or do
you know that they ever exercised any
management or control over it.

Ans. ^{No Sir.} ~~Ques~~ I never heard ~~as~~ them say
anything in relation to said property.

12th Ques. Then so far as you know the prop-
-erty was in the possession and
under the control of Levi C. Thayer.

Ans. Of my own personal Knowledge I don't know that he was or not.

And further this deponent saith not.

S. B. Kenney

J. D. Pennitt, being first duly sworn, deposeseth and saith as follows:

1st Ques. State your age, residence and occupation?

Ans. I live on 2nd St. Portsmouth, am 44 years of age and Employed in Equipment Department Navy Yard.

2nd Ques. Were you acquainted with David Mayer, and his brothers, if so, state their names and when the acquaintance began.

Ans. I knew his brothers only by sight, I knew him personally, ^{intimate} ~~our~~ acquaintance began after I came to Portsmouth in 1873.

3rd Ques. Do you know the names of his brothers if so, state them?

Ans. James and David.

4th Ques. Did you live in the County of

Nausmond between 1869 and 1873? And where did Levi C. Thayer and his brothers live during that period-

Ans. I believe that their home was on a farm in Nausmond County near Duffolk called Bulloden. I lived ^{three miles below Duffolk,} in Nausmond County, during that time.

5th - Ques. During this period did you ever hear Levi C. Thayer, make any statements as to his ownership of this farm solely or jointly with others.

Ans. I have after heard him speak of it as our place. I don't think I ever heard him speak of it in the Duffolk number. I heard him speak of his property, in reference to property he had in Duffolk. He had a Mill or something of that kind there.

6th - Ques. Did you ever hear him speak of the farm after he came to Portsmouth?

Ans. The conversations when he made those statements were after we came to Portsmouth. I was not intimately acquainted with him before he came there.

(The Plaintiff Excepts to foregoing deposition, on account of the incompetency of the witness to testify and relevancy of the testimony - And without waiving any Exceptions proceed to Cross Examine the witness).

Cross Examination

1st Ques. When Did you come to Portsmouth in 1873.

Ans. The 29th day Sept 1873.

2nd Ques. Was it before or after this date that you heard him speak of the property?

Ans. He came to my farm once in Nausemond a stranger while I was there and spoke then about he ^{and his brothers} buying a farm near Suffolk. Afterwards, when I came to Portsmouth to speak to me after in relation to it.

3rd Ques. Was it before or after you came to Portsmouth that you heard him speak of his property in Suffolk.

Ans. After.

4th Ques. How long after?

Ans. Well, it must have been two or three years.

5th Ques.

You know nothing about the purchase of said property or who paid the purchase for same?

Ans. No Sir.

6th Ques

So far as you know then Levi C. Thayer, had possession and control of said property and paid the money therefor.

Ans

Well so far as ~~personal~~ appearances went, it would look that he did not have as much control as his brothers as he was absent a great deal of the time, but so far as my personal knowledge goes I don't know who had control ~~or paid~~ it and who paid for the same.

7th Ques

When did David Thayer, leave Nancemond County?

Ans

I don't know. I think he was there when I left Nancemond in 1873.

And further this deponent saith not.

J. D. Perret
,,

5-

Laura P. Thayer, being first duly sworn deposes and saith as follows:

(The Counsel for the Plaintiff Except to the Competency of the witness as being an interested party in the subject matter in controversy in this cause - Levi C. Thayer, being dead.)

1st Ques Please state your age, and whether you are related to Levi C. Thayer, dec?

Ans I am 50 years of age, and am his sister. and I am Admin^x of his Estate.

2nd Ques Look at letters dated Feby 29th 1868 Jan'y 5th 1874 and Feby 4th 1875 and state how these letters came into your possession and in whose handwriting are said letters.

(Counsel for plaintiff here again objects to the introduction of these letters as Evidence in this cause on the ground that it has not been shown to whom they were addressed or that they were received by David Thayer or the person to whom they purport to be addressed.)

Ans. They came into my possession in the following way: by mail from my brother David in Auburn New York. They are in the handwriting of my brother Levi.

2
2nd. Ques Look at letters dated Sept 14th 1873, Feby 27th 1875 and Jan'y 19th — and state how these letters came into your possession, and in whose handwriting they are.

(The Plaintiffs Counsel Object to the introduction of these letters as incompetent evidence in this cause.)

Ans. Tho I found them among my brother Levi's papers after his decease. They are in the handwriting of my brother David.

3rd. Ques State if you know about what time the farm near Suffalk was purchased by your brother Levi and his brothers & state if you know who furnished the money for the purchase of the same.

To So much of the above questions as relates to purchase is objected to, the date of the deed for the land to Levi &c. Thayer being the best Evidence

upon that point.

Ans. It was purchased either in the month of November or December 1865. The five brothers furnished the money equally for the purchase of said farm. I here give the names: Sam^l. J., Levi G., Cha^s. H., James H. and David M.

4th Ques. When did the brothers take possession of the farm. State what brothers worked and managed it, and up to what date.

Ans. They together took possession of it March 15th 1866. We all lived together on the farm. myself and my mother lived with them. The first year we lived in Suffolk but cultivated the farm. We moved on the farm the next year. Brother Samuel died before we left Suffolk, leaving no children. He was never married and left no widow. All the brothers worked the farm except Samuel who died. Levi staid there until the Spring of 1867. Brother Cha^s. died there in the fall of 1869. being ^{being} unmarried and leaving no issue and ~~being~~

interstate. James remained there until 1874, David remained till Dec. 1873. The farm was after that date in my charge. I paying the taxes and running it out.

5th - Ques. You have read the answer of your Bro. David M. Thayer. State what you know about the circumstance mentioned therein about the contribution of each of the brothers of $\frac{1}{5}$ of the purchase-money for the farm at the house of Saml. & Chas Thayer in Wyoming Co. N. York?

Ans. They all agreed to pay an equal portion of the purchase money. I placed the money in the hands of S. & Chas. H. Thayer, who with Levi, came to purchase the farm. They gave \$1900. for the farm. Bargained with Elisha Chorfleet

6th. Quest. After the purchase of the farm I up to the death of your Bro. Levi, ~~have~~ ^{did} you ever hear ~~him~~ ^{him} speak of the farm and of the interest which he held in it, & which his brothers held in it I saw he treated, it whether as

his own or the joint property of himself & brothers?

Ans. I have. That he and his brothers owned it jointly. The agreement between them was that they should bear the Expenses Equally. and in Levi's absence he was to furnish money as an offset to their labor or management.

7th Ques. After the first year, did Levi take an active part in the management of the farm?

Ans. He did not. He was away from the farm the most of the time.

8th Ques. Do you know of any ~~any~~ agreement between them as to the joint management of the farm.

Ans. ~~Every~~ They agreed that the opinion of the majority should rule in the management of the farm.

9th Ques. State if you know how bills were made out - whether in the name of Levi G. Thayer or Thayer Bros.

Ans. In the name of Thayer Bros.

10th Ques. ~~Do you know~~ Please look at the bills shown you and state how they came into your possession.

The Counsel for the Plaintiff Objects to the introduction of bills mentioned in the above question as being irrelevant and incompetent evidence.

Ans. While we were all together at home I had possession of them and have had ever since.

11th Ques. Do you know of anything of the Exchange made by your brother Levi of property owned by him in Buffalo N. Y. with H. C. Doubly, for certain property in Suffolk used as a ~~Shack~~ factory.

A

(Above Question - Objected to)

Ans. I do. I done all of the corresponding ^{for my brother,} I made the proposition to him for an Exchange. The property had been in my possession some two or three years. I lived upon it.

12th Ques. Had your brother and H. C. Doubly ever met each other before the Exchange or did they ever meet as you know.

Ans They had not and have never met.

13th Ques. Do you know from Correspondence or otherwise whether H. N. Twombly, had any knowledge of any interest, ^{which} Levi Thayer, had in the farm near Suffolk.

Ans. I know that he had none whatever until after my brother's death when I wrote them.

Cross Examination

The plaintiffs Excepts to all the questions propounded to and the answers given by said witness as irrelevant but without waiving any Exception proceeds to Cross Examine the witness.

1st Ques. You have stated in ~~the~~ your answer to the 3rd Ques upon your direct Examination that your five brothers purchased the farm in Waiseminid in question each furnishing a like amount of money. Can you Explain

then, why the deed was taken
in the name of Levi C. Thayer
alone -

Ans. In the first place they paid \$1000
down to W^r. ^{Elisha} Norfleet. as he could
not give the deed in his own
name, having conveyed it to his son.
Hannin D. Norfleet who was absent, they
returned to New York State rights
and in the following July Levi
C. came to Suffolk when the
time had expired when they were
to pay the full amount when
Levi C. without any authority from
the others had the deed made in
his own name. Agreeing
subsequently that the land should
be either divided or a deed taken in
the name of all the brothers.

2nd. Ques Then I am to understand that
when Levi C. Thayer on the 27th
July 1866, took a deed from
Hannin D. Norfleet for the said
farm in his own name that
it was without the knowledge
or consent of his other brothers
Sam^l, Chas, David & James

Ans. You are to so understand that it was without their knowledge or consent.

3rd Ques When did they first find out that Levi C. Thayer, had taken the deed to the said farm in his own name instead of the names of all of them.

Ans. Not until their arrival in Virginia, they arrived there in Virginia 15th March 1866.

4th Ques As soon as they arrived here did they become aware of that fact or how soon thereafter?

Ans I can't say the exact time, but soon after they arrived they found it out and a survey was ordered in view of a division. And one brother James H. Thayer, entered a suit through Jos. R. Kilby, for a division of said farm.

5th Ques Were Sam^l, David, Jasper Cho^r, displeased when they found that their brother Levi, had taken the deed in his own name?

Ans They were not pleased.

6th Ques Then can you Explain why from Feb'y 1866 to May 1879, a period

of over 13 years, to the death of Levi, and thence until May 1882, none of these brothers ever asserted any claim to any part of said land?

Ans. Immediately after Mr. Bowling's survey three of five were taken sick, one died in Augt, another was an invalid until his death 3 years after, Levi, always promising that he would have a deed made out in the names of his other brothers. and they having confidence that he would act right.

7th Ques How many surveys did Mr. Bowling make of this land?

Ans. He made but one survey, but promised to come again to correct some errors.

8th Ques Can you Explain why since the death of Levi ^{and before} his brother David has taken no steps to assert his title to said land?

Ans. Mr. Brother Levi, was bondsman for Mr. Hodges, Clerk of the County Court, who defaulted and had to pay the amount due by said

Clerk. In order to raise the money he gave a trust deed on the farm. he did not get the release, I got it after his death that was one reason. He ^{also} repeatedly promised to buy the shares of his brothers.

9th Ques. Was not this property all the while in your brother Levi's life time and since his death assessed for taxation in his name and during his life did he not pay the taxes and since his death have you not as his Adm^x pay them -

Ans. I was not assessed in his name during his life or after. but in the name of Thayer Bros. Sometimes one would pay the taxes and then another. after his death I paid the taxes as his Adm^x, with the Exception of the last year.

10th Ques. Is it not true that after the institution of this suit in the Year 1880, your brother David preferred two claims against his brother Levi's Estate, which were rejected by the Court in 1881 and that it was not until 3^d of May 1882, that he filed his

his answer preferring a claim to said land-

Ans. The suit was instituted soon after I was appointed Executor of Levi's Estate. Don't know when ^{answer} the ~~the~~ was filed in court, but it was sent down here before that time.

11th Ques. Is it not true that your brother Levi in his life time mortgaged this property to secure his own individual debts, and that it was known to his brothers at the time or after.

Ans. I know that he mortgaged it to secure a debt due Col. Brady, but it was ~~not~~ without the knowledge of his brothers.

12th Ques. Do you know of your own knowledge that the brothers of Levi Thayer, contributed to the purchase of the farm in question.

Ans. They did. I saw the money paid.

13th Ques. When and Where was this, and how much did each contribute?

Ans. This was in Nov. ~~not~~ 1865, at

our home Perry, Wyoming Co. N.Y. They contributed an equal share. They contributed at that time over \$500-
a piece.

Re- Examination in Chief-

1st - Ques- When you consulted me in 1884 about this suit, did you not state to me at that time that your brother Levi only owned $\frac{1}{5}$ of the land and directed me to draw the answers if the parties to that effect?

Ans I did.

And further this deponent saith not.

Laura P. Hoeyer.

Geo. W. Black being duly sworn on the Holy Evangelists of Almighty God deposes and says as follows:

1st. Quest. By Counsel for ~~Plaintiff~~ Defendants, State your age, residence and occupation.

Ans. I am 45 years of age, reside in Norfolk, and am the City Collector.

2 Quest. State if you were acquainted with Levi C. Thayer and his Brothers, giving their names, and when that acquaintance began.

Ans. I knew Levi & all his brothers, except Samuel, Their names were Levi C. Chas. ~~X~~ James H. and David M. Thayer. My acquaintance began in 1868 or 1869. I think it was in 1869 but am not positive as to that.

3 Quest. Did you ever visit them when they lived on a farm near Suffolk and if so how often.

Ans. I did visit them at least 15 or 20 times while ^{they were} at the farm during a period of three or four years.

4 Quest. Did you ever hear Levi or any of his brothers have any conversations

with each other as to the interests which they owned in the farm & if so state the substance of the conversations:

Excepted to by counsel for the Plaintiff on the ground that the deed or record evidence showing the ownership of the farm is the best evidence on the point in question

Ans.

I have heard Levi in the house on the farm in the presence of his brothers say that he purchased the farm with the joint money of himself and his brothers including Samuel whom I never saw and that he got the deed in his own name with the intention of making a deed ~~to~~ to the brothers according to the interest for which the money of each had paid. I knew nothing as to the amount of money each had paid

5 Quest. Did you hear him speak of this interest of his brothers only one time or more than once, & if more than once, how many times?

Ans. I heard him speak of it on several occasions but can't say how many. On one occasion he entered very fully into all the details while in Norfolk several years after the first conversation.

6. Quest. At the conversations at his home in the presence of his brothers did the brothers assert a right or claim, ~~the same~~ ^{to the farm} with Levi's, ~~in the farm~~

Excepted to for reasons stated in exception taken above & for other reasons.

Ans. ~~They did~~. They did.

Cross-examined by counsel for the Plaintiff & al.

~~1st. Quest.~~

Without waiving all benefit of the exceptions taken above to the testimony of the witness, counsel for the Plaintiff & al. proceed to cross-examine the witness.

1st. Quest. Did you hear Levi C. Thayer say how much money was paid for the farm & how much was

contributed by each brother?

Ans.

I may have heard him say but have no recollection of the amount in either case.

2. Quest.

Was not Levi C. Thayer in a low condition of health for several years before his death?

Ans.

Not that I know of as I saw him but little ~~of him~~ for the last three or four years before his death.

3. Quest.

Do you know whether or not Levi C. Thayer during his life time mortgaged this property for his own debts?

Ans.

I do not know any thing about that.

And further this deponent sayeth not

Geo. W. Black

With the consent of parties, paper marked "O" is herewith filed as a part of the evidence in this cause, and also paper marked "P" is with the like consent also filed as part of the evidence in this cause.

State of Virginia -

City of Portsmouth Clerk

I, R. Marshall a Commissioner in Chancery of
the Court of Justices for the City of Port-
smouth in the said State do certify that the
following depositions were duly taken sworn
to and subscribed before me at the
times and place mentioned therein
Given under my hand this 15th day of
March A.D. 1883.

R. Marshall

Commissioner in Chancery

Commissioners fees

Chgo to dfts. \$15.00 }

Exp City of Portsmouth (E to Newport) }

Summoning four witnesses 2.00 }

Geo. L. Neville & Co

to { Depositions

Secy C. Mayers, Admrx: Adl

1883, April 4th. Filed.
clk.

Statement X made at the Bar of the Court—
October 17th 1883.

Levi C. Thayer died 11th May 1879
intestate, leaving no widow.

He left the following children

1. Louisa C. wife of Wilson Gard, both living
at Rockwood, Randolph Co., Ill.
2. Rosalie S. wife of Francis B. Plain, both liv-
ing at ~~79~~ 79 Broadway, Brooklyn, E. D. N.Y.

and the following grand-children

- 1 Annette Belle Conger, age 15 years on 7th Octo.
1879, living at San Francisco Cal.
- 2 Cornelia C. Conger, age 13 years on 29 June
1879 living at San Francisco, Cal.
- 3 W^m Tucker, over 21 years of age, was liv-
ing in Kentucky, when last heard from.

W^m Tucker and Annette Belle and Cor-
nelia C. Conger, the above-named grand-
children, are the children of Levi C.
Thayer's deceased daughter Pauline A.
who was first the wife of A. T. Tucker (who
is dead), and then the wife of Chas. C. Con-
ger (from whom she was divorced, he being
yet alive), and then the wife of John P. Essex,
who is dead.

Levi C. Thayer's Brothers were:

- 1 David M. Thayer of Auburn N.Y. living.
- 2 Saml. J. " dead
- 3 Chas. H. " dead
- 4 James H. " dead.

and his sisters:

- 1 Nancy B. Sibley, a widow, living at Spencer
Worcester Co., Mass.
- 2 Louisa B. wife of Henry Crevelling living at
Rockford, Ill.
- 3 Laura P. Thayer, spinster, Portsmouth, Va.

Samuel J. Thayer died intestate on 30 Aug. 1866, (before Levi C.) leaving no widow nor children, nor father, nor mother, his brothers and sisters including Levi C. being his heirs.

Charles H. Thayer died intestate on 27 Sept 1869, leaving no widow, nor children, nor father, nor mother, his brothers and sisters, including Levi C. being his heirs.

James H. Thayer died intestate on 4 Feby. 1875 and left a widow, Martha A. and the following children

1. Ed. H. Thayer
2. Lizzie S.
3. Chas. B.

who are his heirs, living at Buffalo, N. Y.

Levi C. Thayer died seized and possessed of 555 acres of land in Tausenmond County to which he acquired title by deed from Hamlin L. Norfleet dated 27 Feby. 1866 and recorded 7th. March 1870

Levi's brother David M. and sister Laura P. claim that the above land belonged to the five Thayer Brothers, namely, Levi C. David M. Samuel J. Chas. H. and James H. jointly, notwithstanding the deed is in the name of Levi C. alone.

If this be so, then Levi C. Thayer (as a brother) was heir of $\frac{1}{6}$ of the $\frac{2}{5}$ interest of his brothers, Samuel J. and Chas. H.; and David M. Thayer (as a brother), heir of $\frac{1}{6}$ of the same $\frac{2}{5}$ interest; and Chaney B. Sibley (as a sister) heir of $\frac{1}{6}$ of the same $\frac{2}{5}$

interest; and Louisa B. wife of Henry Creveling (as a sister) heir of $\frac{1}{6}$ of the same $\frac{2}{5}$ interest; and Laura P. Thayer (as a sister), heir of $\frac{1}{6}$ of $\frac{2}{5}$; and Edward H. Lizzie S. and Chas. B. (as children of the deceased brother, Jas. H. Thayer), heirs jointly of $\frac{1}{6}$ of the same $\frac{2}{5}$ interest, subject to the dower therein of their mother, Martha A.

So the interest of parties at present would be as follows:

Leri C. Thayer, owner of	$\frac{1}{5}$	}	$\frac{4}{15}$
" heir of	$\frac{1}{6}$ of $\frac{2}{5}$		
David M. Thayer owner of	$\frac{1}{5}$	}	$\frac{4}{15}$
" heir of	$\frac{1}{6}$ of $\frac{2}{5}$		

Ed. H. Lizzie S. and Chas. B. Thayer, heirs of their father's Jas. H. Thayer's interest, to wit $\frac{1}{5}$ and heirs, as children of their father, of $\frac{1}{6}$ of the $\frac{2}{5}$ interests of their uncles, Saml. J. and Charles H. Thayer, to wit $\frac{1}{6}$ of $\frac{2}{5}$	}	$\frac{4}{15}$

Nancy B. Sibley heir of	$\frac{1}{6}$ of $\frac{2}{5}$	$\frac{1}{15}$
Louisa B. Creveling " "	$\frac{1}{6}$ of $\frac{2}{5}$	$\frac{1}{15}$
Laura P. Thayer " "	$\frac{1}{6}$ of $\frac{2}{5}$	$\frac{1}{15}$
Total		$\frac{15}{15} = 1$

Heirs
Statement X made
at the Bar of the Court
October 17th 1883.

Aerville &^e
vs. } In Chy.
Thayer & Co

Considered 17 Octo.
1883 and adopted.

Costs up to & including
the dinner & City (I took the bus) viz
of the 13th Oct. 1882 -

Clerk. Mans. Co.	\$27.25-
Atto. Gen.	16.50
Sgt. Sgt. & Putnam (Sgt.)	50
Clerk of Supr. Ct. (Mans.)	95-
Commr. Ro. R. Prater	20.00
Prater (Solbr. Herald)	13.00
Supr. (R.C. Marshall)	10.00
	\$88.20

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Hand 10

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Hand 10

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1.00

Hand 10

Virginia:

At Rules, in The Clerk's Office of The Circuit
Court of Nausemond County, on ^{Tues.} ~~Thurs.~~ day, the
2nd: day of March, 1880.

Geo. L. Neville, suing for the benefit of himself
and all other creditors of Levi C. Thayer,
deceased Plaintiff.

Against { In Chy:

Laura P. Thayer, in her own right and
proper person, and as administratrix of
Levi C. Thayer, deceased, & others. Defendants

On The motion of The, ^{Plaintiff} ~~Defendant~~, by Counsel, Peter B.
Prentiss is appointed guardian ad litem, to the infants, in
this suit; and, it is ordered, that the said guardian, be notified
of his appointment, by serving upon him, a copy of this order.

Teste

Peter B. Prentiss, Clerk.

1880. March 2nd: I hereby acknowledge service of the forego-
ing order, and that I have received a copy thereof.

Peter B. Prentiss,
Gdn: ad litem

Geo: L. Neville

or $\frac{1}{2}$ in Clay

Mayer's Adm: Hal:

Or: apptg: gdn: as letom

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Sarah P. Thayer, in her own right and proper person, and as Administratrix of Levi C. Thayer, deceased; Wilson Gard, and Louisa E. his wife, Francis B. Plam, and Rosalie S. his wife, William Tucker David Thayer, Martha A Thayer, Edward H. Thayer, Nancy B. Sibley (widow), Henry Creveling and Louisa B. his wife, and Horatio N. Twombly, and C. B. Duffield, Trustee; and Annette Bell Conger, Cornelia C. Conger, Lizzie S. Thayer and Charles B. Thayer: the last four being infants, under the age of Twenty-one years,*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in *March* next to answer a

Bill in Chancery, exhibited against them in the said Court by Geo: L. Neville, suing for the benefit of himself and all other creditors of Levi C. Thayer, deceased.

and have then and there this Summons. Witness. PETER B. PRENTIS, Clerk of our said Court, at his office, this *5th* day of *February* 188*0*, in the *104th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Geo: L. Neville, suing &c

$\frac{25}{25}$ { sum. in Chy:

Laura P. Thayer, in her own
right &c &c

= To March Rules, 1880

Nauseum and Cir: Court

1880
Executed Feb 13th by
delivering a copy of
writin to Laura P
Thayer in person

C. Syer
Set

Pro: B. No: 1. Page 143.

Cir: Co:

CHANCERY SUMMONS.

The Commonwealth of Virginia,

Sergeant of the City of Norfolk
TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Laura P. Thayer* in her own right and proper person, and as Administratrix of *Levi C. Thayer*, deceased; *Wilson Gard* and *Louisa E.* his wife, *Francis B. Plain* and *Rosalie S.* his wife; *William Tucker*, *David Thayer*, *Martha A. Thayer*, *Edward H. Thayer*, *Nancy B. Sibley* (widow), *Henry Craveling* and *Louisa B.* his wife, and *Horatio N. Foombley* and *C. B. Duffield*, Trustee, and *Annette Belle Cager*, *Cassia C. Cager*, *Lizzie S. Thayer* and *Charles B. Thayer*. The last four being infants under the age of twenty-one years.

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in *March* next to answer a

Bill in Chancery, exhibited against them
in the said Court by *Geo. L. Neville*, suing for the benefit of himself, and all other Creditors of *Levi C. Thayer*, deceased.

and have then and there this Summons. Witness, *PETER B. PRENTIS*, Clerk of our said Court, at his office, this *5th* day of *February* 188*0*, in the *104th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

W. Kelly & A. S. Watts, p. 9

Geo: L. Neville, suing &c

vs { Sum. in C'ty.

Laura P. Mayer &c, tal.

To March Rules, 1880.

Wausau and Cir: Co.

I acknowledge service of the
within summons.
Feb. 6th. 1880 C. B. Duffield

Pro: B. No. 1. Page 143
Cir: Co:

VIRGINIA.—IN THE CLERK'S OFFICE OF
the Circuit court of Nansemond county, on
the 5th day of February, 1880, in vacation—
Geo. L. Neville, suing for the benefit of himself
and all other creditors of Levi C. Thayer, de-
ceased..... Plaintiff,
against

Laura P. Thayer, in her own right and proper
person, and as administratrix of Levi C. Thayer,
deceased; Wilson Gard and Laura E. his wife,
Francis B. Plain and Rosalie S. his wife, Wm.
Tucker, David Thayer, Martha A. Thayer,
Edward H. Thayer, Nancy B. Sibley (widow),
Henry Creveling and Louisa B. his wife, and
Horatio N. Twombly, and C. B. Duffield, trus-
tee, and Annette Belle Conger, Cornelia C.
Conger, Lizzie S. Thayer and Charles B.
Thayer, the last four being infants under the
age of twenty-one years.....Defendants.

IN CHANCERY.

The object of this suit is to subject the real and
personal estate of the said Levi C. Thayer; de-
ceased, to the payment of his debts. And affi-
davit having been filed that the defendants
Wilson Gard and Louisa E. his wife, Francis B.
Plain and Rosalie S. his wife, William Tucker,
David Thayer, Martha A. Thayer, Edward H.
Thayer, Nancy B. Sibley, Henry Creveling and
Louisa B. his wife, and Horatio N. Twombly
are not residents of the State of Virginia, it is
ordered that they do appear in said office within
one month after due publication hereof and do
what is necessary to protect their interest in
this suit.

A copy—Teste:

PETER B. PRENTIS, Clerk.

WILBUR J. KILBY and A. S. WATTS, p. q.

fell-4w

Office of the Suffolk Herald,

Suffolk, Va., *March 4* 1880

We hereby certify that the order, of which the an-
nexed is a copy, has been published in the SUFFOLK
HERALD in the manner prescribed by law, once a
week for four successive weeks. *prior to this date*

Thos. J. ELAM & ~~CAMPBELL~~, Eds. Herald.

Geo: L. Neville, suing &c

~~vs~~⁴ { Capt: of Pub

Lance P. Thayer & Co

1880

March 4th: Filed
clerk.

Suffolk, Va., Mar 4 1880

Mr Geo L Seville

TO SUFFOLK HERALD, Dr.

Book and Job Printing Neatly Executed.

THE HERALD, \$1.50 A YEAR.

Orders Solicited.

To Pubg order of Publication
in suit vs Lb Thayers Adm
& als in Herald & in 4th

600

Know all Men by these Presents,

THAT WE, *William H. Burroughs and John J. Burroughs*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA, in the just and full sum of *Two thousand (2000)* ————— 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 *25th* day of *October* in the year one thousand eight hundred and *eighty-two* and in the *107th* year of the Commonwealth. And we hereby waive our Homestead exemption, as to this obligation.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bound *William H. Burroughs* —————

who has, ~~this day qualified before the~~ by a Decree of the Circuit Court of Nansemond County pronounced on the *13th* day of *October, 1882*, in the *Chancery Cause of George L. Neville &c, Plaintiffs, against Levi C. Mayers Personal Representative & others, Defendants,* been appointed one of the Special Commissioners, to sell certain Real Estate in said Cause described, shall faithfully perform his duties, as such Commissioner under said Decree, and all other Decrees he may be required to execute 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 }
~~the Court.~~

W. H. Burroughs.
John J. Burroughs

(Seal.)

(Seal.)

(Seal.)

(Seal.)

(Seal.)

William H. Burroughs
Spl: Commr.

To { Bond

Commonwealth.

Octo: 25th: 1882

KNOW ALL MEN BY THESE PRESENTS, That we *J. P. Hodges*
J. J. Swaine, Jeremiah Butler, Euclid
B. Holloman, Levi C. Thayer, Andrew
J. Hopkins and S. T. Barnard

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the sum of

Ten Thousand _____

Dollars; for the payment thereof, 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, ~~and we and each of us, jointly and severally, hereby waive our Homestead exemption as to this obligation.~~

Sealed with our seals, and dated this *20*th day of *January* 18*78*, in the *97*th year of the Commonwealth.

The Condition of this Obligation is, That if the said *J. P. Hodges, Clerk*
of the County Court of Norfolk County
who was by an order entered in vacation by the Judge of said Court, the
10th day of January 1873, requiring him
to give a new bond this day, else
have his office as Clerk aforesaid
declared vacant; now if the said
J. P. Hodges

shall faithfully discharge the duties of *his* office of *Clerk of the County*
Court of Norfolk County aforesaid, then this Obligation to be void,
else to remain in full force.

Acknowledged in presence of

W. W. Harvey
D. C.
for *J. P. Hodges*,
cc.

J. P. Hodges [SEAL.]
J. J. Swaine [SEAL.]
Jeremiah Butler [SEAL.]
E. B. Holloman [SEAL.]
Levi C. Thayer [SEAL.]
A. J. Hopkins [SEAL.]
S. T. Barnard [SEAL.]
[SEAL.]
[SEAL.]

Justified on oath as to ~~their~~ sufficiency.

(Cover)

At a Court held for Norfolk County
on the 20th day of January 1873. This
bond was acknowledged in Court by
J. P. Hodges, J. J. Swaine, Jeremiah Butler
E. B. Hollomon, L. C. Thayer, A. J. Hopkins
and S. T. Barnard the obligors thereto
and ordered to be recorded.

Test: J. P. Hodges
Clerk.

We hereby waive the benefits of
our Homestead exemption as to this
obligation

J. J. Swaine	Deal
Jeremiah Butler	Deal
E. B. Hollomon	Deal
L. C. Thayer	Deal
A. J. Hopkins	Deal
S. T. Barnard	Deal

The waiver of Homestead exemption
by the parties acknowledged in open
Court in the presence of -

Alv. Harvey, D. C.

A copy

Test: Alvah H. Martiney,

Dec 9 1873

Sherrill
Swaine
Thayer
Barnard

Know all Men by these Presents,

THAT WE, *Wilbur J. Kilby and Wallace Kilby,*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA, in the just and full sum of *One thousand (1000)* 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, exeeutors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this *27th* day of *December* in the year one thousand eight hundred and *Eighty one* 1881 and in the *106th* year of the Commonwealth. And we hereby waive our Homestead exemption, as to this obligation.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bound *Wilbur J. Kilby,*

was, by a Decree of
who ~~has~~ *this day* qualified before the *Circuit* Court of Nansemond County pronounced, on the *21st* day of *December* 1881, in vacation, in the Chancery Cause of *Geo: L. Nevell* *Complainant* ~~Plaintiff~~ *against* *Laura P. Thayer* in her own right and proper person and as administratrix of *Levi C. Thayer* deceased & others Defendants, appointed a Commissioner to make sale of certain Personal Estate, in said Cause described, shall faithfully discharge his duties as such Commissioner under said Decree, and all other Decrees he may be required to execute in ~~the~~ 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
the Court.

Peter B. Prentiss

Clk.

Wilbur J. Kilby (Seal.)

Wallace Kilby (Seal.)

(Seal.)

(Seal.)

(Seal.)

Wilbur J. Kilby, Commr

To Z Bond

Commonwealth

1881
Decr. 27th. Executed *Hild*

Know all Men by these Presents,

THAT WE, *Wilbur J. Kilby and L. Clay Kilby*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA, in the just and full sum of *Two Thousand (2000)* 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 *25th* day of *October* in the year one thousand eight hundred and *eighty-two* and in the *107th* year of the Commonwealth. And we hereby waive our Homestead exemption, as to this obligation.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bound *Wilbur J. Kilby*

who has, ~~by this day qualified before the~~ a Decree of the Circuit Court of Nansemond County pronounced on the *13th* day of *October*, 1882, in the Chancery Cause of *George L. Neville &c, Plaintiff, against Levi C. Mayers' Personal Representative & others, Defendants,* been appointed one of the Special Commissioners to sell certain Real Estate, in said Cause described, shall faithfully perform his duties as such Commissioner, under said Decree, and all other Decrees he may be required to execute 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 }
the Court.

Wilbur J. Kilby (Seal.)

L. Clay Kilby (Seal.)

(Seal.)

(Seal.)

(Seal.)

Wilbur J. Kelley, Shl. Commr.

To } Bond

Commonwealth.

Octo: 25th: 1882

Estate of Levi C. Mayer dec'd
 to A. J. Hopkins & J. J. Swaine

1855

Mar 23

To bank due to them as
 co-sureties with them
 on the official Bond of
 J. B. Hodges, late clerk
 of the county court of
 English county, and
 back & balance by
 said Hodges to the state
 of Virginia, and said by
 said Hopkins and
 Swaine respectively

Bank for A. J. Hopkins	\$ 336 53
" " " Swaine	<u>362 03</u>

Due to Hopkins $\frac{1}{3}$	\$ 336 53	\$ 112 17
" " Swaine $\frac{2}{3}$	362 03	\$ 120 63

Mar from Mar 23 1855

Account of Monies paid out
by L. P. Thayer administrator of
L. C. Thayer

1879	Funeral Expenses	\$ 56.70	(1)
Aug 29 th	Tax on Administration Papers	1.00	(2)
	Administrators notice in Public Ledger	2 75	(3)
Aug 31 st	Expenses to Suffolk in business for the estate	3.00	4
Oct 1 st	" " " " " " " " " " " "	3.00	5
Oct 9 th	Deedholder & Collins note	50.00	(6)
	Taxes for 1878 (\$16.09 + \$27.33)	44.73	(7)
		5.83	(8)
	Taxes for 1879	27.33	(9)
		13.77	(10)
1880		9.10	(11)
Jan	Expenses to Suffolk in business	3.00	12
Feb 28 th	del. James Darrishes bill affidavit to answer	2.00	(13)
" "	Expenses in suit Killeb against Thayer (Circuit Ct. Thayer and Co)	1.00	(14)
May	Expenses to Suffolk in business	3.00	(15)
Oct 12 th	Dunnings & Bro for in suit Killeb against Thayer.	25.00	(16)
	Taxes for 1880	29.49	(17)
		17.07	(18)
Foreman	Expenses to Suffolk in business	2.00	19
1881	Taxes for 1881	9.43	(20)
Jan 10 th	Expenses to Suffolk in business connected with estate	3.00	(21)

assets

J. F. Manchester \$1100 with interest from 21st
day. 1878 secured by chattel mortgage, on record
in Mansfield —

Am't of Judgment vs. Becker & Co.

R. D. Kelly will give the amt of recovery

and amt. paid to the creditors \$ 373.59

Notes of J. F. Manchester, endorsed by L. P. Thayer
These notes are due to Batcheller & Allis, for a
Boxster put in the mill, secured in the Chattel
Mortgage — I suppose there is an assignment
or chattel mortgage on it, in Mansfield Co.

pd. 1st \$500 April 8th 1879 at 60 days paid
by the amt.

pd. 2^d \$100 April 8th 1879 due 1 yr from date

3^d \$150 " " 18 mos "

4th \$200 " " 2 yrs "

The cash these notes are said to have been paid by R.
W. Stiles of Dorset — whether they are liens on the
property in the chattel mortgage or not, depends on the
papers on record at Mansfield Clerk's Office —

Received of Laura P Thayer Administratrix of
Levi L Thayer deceased, the sum of \$33.00 in
full of all demands for burial expenses

his mark

Robert  Burr

Portsmouth Oct 22 1879.

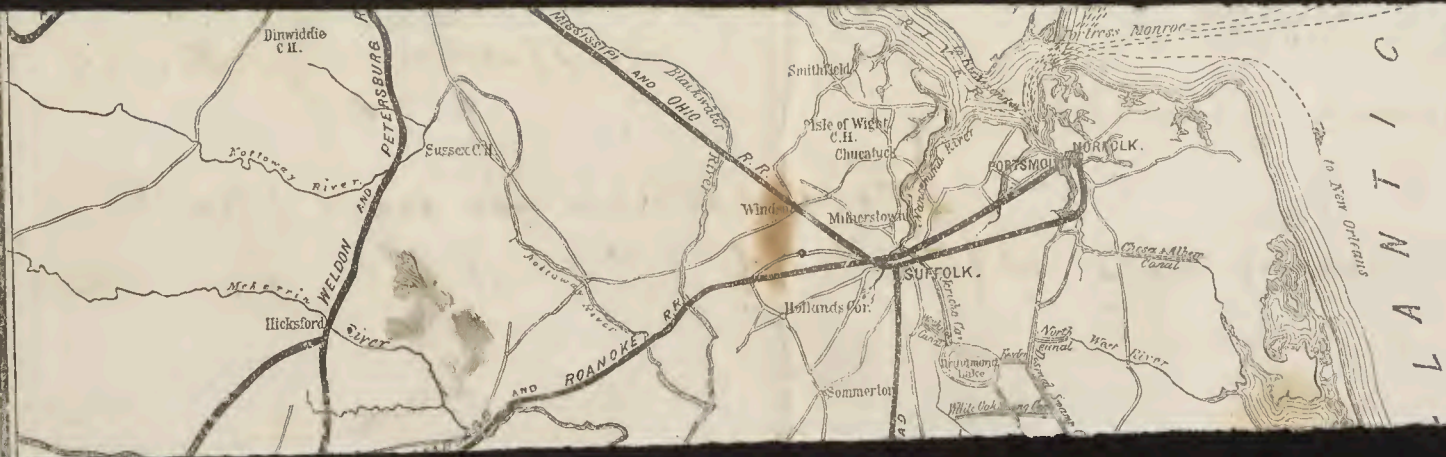
Witness Mary L. Thayer

Suffolk Co May 13th 1879

Received of Laura Le Thoyer

Five dollars for ~~haul~~ & Halt
for use of Horse at funeral of Levi C Thoyer from R Road
to grave yard

Burnville



Recd of Miss
Laura B. Thayer
4.00 for 5 tickets
to Portsmouth

May 13th 79 L. S. Baker
agt

Leni C. Thayer
 In acct.
 with W. J. Kilby

1879
 July 11

By ~~part~~ Amt. on acct. of
 claim of \$503.50 vs.
 Hackett Bros.

To fee for Chy. suit ^{Gay Her} \$ 75 00

" " for suit at law vs Hackett 5 00

" paid costs of latter suit. 10 50

" Cons. in \$488.50

\$488 50

75 00

5 00

10 50

2441 \$114 91

373 59

Oct 4 To paid Laura P. Thayer
 Admrx of Leni C. Thayer

373 59

2442.50

TELEGRAPH OFFICE

Seaboard & Roanoke Railroad Co

Portsmouth 1st May 1879.

Recd of Mrs Laura B
Thayer. Six $\frac{30}{100}$ dollars
for seven tickets, Portsmouth
to Suffolk.

W. H. Evans
Agent

\$6.30

(11)

M Laura P. Thayer Atm^y of L. C. Thayer

To Clerk of County Court of Norfolk County, Dr.

to pay on order of adms^y

1.00

1879.
Aug
29

Received Payment,

Rusha Demer

CLERK.

12

Norfolk, Va Oct 15th 1879!

M. Laura P. Thayer

To The Public Ledger, Dr.

J. Rich'd Sewellen & Co., Prop'rs.

No. 126 Main Street

J. RICH'D LEWELLEN,
WALTER A. EDWARDS,
JOS. G. FIVEASH.

Good Administratrix
Notes \$105

\$ 275

ADMINISTRATRIX'S NOTICE.—

All persons having claims against the estate of LEVI D. THAYER, deceased, will present the same without delay, and all persons indebted to the estate are requested to settle at once.

LAURA P. THAYER,
Administratrix.

PORTSMOUTH, VA., Oct. 15, 1879. oc15-10t.

Paid.

Wm. Sewellen & Co.

(3)

(3)



\$50 ⁰⁰/₁₀₀

Worfolk, Va., April 8th 1879

months after date, I promise to pay to
the Order of *Mr. L. J. Thayer*
Fifty X DOLLARS

At the Bank of *Worfolk* *160* Norfolk Va

without defalcation, for value received. And we, maker and endorser, do hereby waive the benefit of
our Homestead Exemption as to this debt. And it is agreed upon by the parties that the interest on
this Note be at the rate of *6* per centum per annum, from date.

J. L. Manchester

(6)

Pay to order of Balchelder
and Collins -

L. L. Thayer

Mr. Thayer & Bros. Secs. District No. 1.

1878. To WM. ELEY, Treasurer of Nansemond County.

	Dols.	Cts.
To State Tax on 335 acres Land, value \$ 2775 at 50c on \$100....	13	88
To State Tax on Personal Property, valued \$ at 50c on \$100.....		
Total State Tax on Land and Property.....	13	88
To County Levy, 50 per cent, on State Tax.....	6	94
To Parish Levy, 25 per cent on State Tax.....	3	47
To County and District School Tax on Property 6½ cts. on \$100.....	1	74
State Capitation \$1, County Capitation 50 cents.....		
Total Tax on all subjects.....	26	03
December 1st, five per cent. added.....	1	30

RECEIVED PAYMENT,

F. W. HUNTER, }
Assessor. }

L. L. L. Laura P. Thayer

Wm. Eley, Treasurer.
Deputy.

Thayer & Bros. Co., D.

\$ 26.03
1.30

27.33

(9)

Mr Levi C. Thayer Surg. C. District No. 1.
1878. To WM. ELEY, Treasurer of Nansemond County.

	Dols.	Cts.
To State Tax on 3 lots acres Land, value \$ 1750 at 50c on \$100.....	8	75-
To State Tax on Personal Property, valued \$ at 50c on \$100.....		
Total State Tax on Land and Property.....	8	75-
To County Levy, 50 per cent. on State Tax.....	4	38
To Parish Levy, 25 per cent. on State Tax.....	2	19
To County and District School Tax on Property 6½ cts. on \$100.		
State Capitation \$1, County Capitation 50 cents.....		
Total Tax on all subjects.....	15	32
December 1st, five per cent. added.....		77

RECEIVED PAYMENT,

F. W. HUNTER, }
Assessor.

WM. ELEY, Treasurer.
Deputy.

Levi C. Thayer

(Newfo. Co.)

\$13.32

77

1609

27.33

B. m.

43.42

1312

44.73

1/2

Laura P. Thayer

will pay

(D)



Mr. Levi C. Thayer

1878.

TO TOWN OF SUFFOLK, Dr.

1st Feb'y.—To Tax on .. <i>1750</i>	Real Estate, at $33\frac{1}{3}$ cts. per \$100 valuation.....	\$	<i>5</i>	<i>83</i>
“ “ “	Personal Estate, at $33\frac{1}{3}$ cts. per \$100 valuation..			
“ Capitation, at 50 cts. each				
5 per ct. on State License, \$.....				
			<i>5</i>	<i>83</i>

Received Payment.

R. M. Smith Sergeant.

Levi L. Thayer

583

(8)

Mrs Thayer Bro

Dr.

1879.

To H. E. SMITH, Treasurer of Nansemond County, Virginia.

No.	State Tax, 50 cents on the \$100.	County Levy 25 cents on the \$100.	Parish Levy, 12½c. on the \$100.	Co. School Tax, 3⅛c. on the \$100.	Dis. School Tax, 3⅛c. on the \$100.	TOTAL AMOUNT OF TAXES.
565 acres	13.88	6.94	3.47	87	87	26.03
To Real Estate, value \$2775.00						
" Personal Property, value \$.						
" Income, &c., value \$.						
" Poll Taxes.						
Total.						26.03
Five per cent. additional.						1.20
Total.						27.23

Received Payment.

H. E. Smith, Treasurer.
Per [Signature]

(9)

Mr. Levi C. Thayer

1879.

To H. E. SMITH, Treasurer of Nansemond County, Virginia.

No. <u>501</u> <u>3 Late</u>	State Tax, 50 cents on the \$100.	County Levy 25 cents on the \$100.	Parish Levy, 12½c. on the \$100.	Co. School Tax, 3¼c. on the \$100.	Dis. School Tax, 3¼c. on the \$100.	TOTAL AMOUNT OF TAXES.
To Real Estate, value \$ <u>1700⁰⁰</u>	<u>8.75</u>	<u>4.38</u>				<u>13.13</u>
" Personal Property, value \$.....						
" Income, &c., value \$.....						
" Poll Taxes.....						
Total.....						<u>13.13</u>
Five per cent. additional.....						<u>66</u>
Total.....						<u>13.79</u>

Received Payment.

H. E. Smith
22 03

Treasurer.

(10)

Mr. Levi C. Thayer

1879.

TO TOWN OF SUFFOLK, Dr.

1st Feb'y,—To Tax on <u>1750</u>Real Estate at 33½c. per \$100 value, for Town Purposes.....	\$	5	83
“ “ “ “ “ at 10c. “ “ “ for the Poor.....			
“ “ “ “ “ at 6c. “ “ “ for Schools.....			
“ “ “Personal Estate, at 33½c. per \$100 value, for Town Purposes.....			
“ “ “ “ “ at 10c. “ “ “ for the Poor.....		1	45
“ “ “ “ “ at 6c. “ “ “ for Schools.....		1	05
“ Capitation, at 50c. each.....			
5 per cent. on State License, \$.....			
CR.—By 2 per cent. deduction for payment before December 1st.....	\$	8	63
DR.—To 5 per cent. added after December 1st.....			47
	\$	2	10

Received Payment.

R. R. Smith

Sergeant.

Levi C. Thayer

\$8.63

(11)

Notes of L. C. Thayer Esq.,
to Dr. James Parich Dr-
Medic. Students,
May 10-11th 1879. \$ 2. 00

Received by
February 28th 1880

Recd. Paymt.
James Parich.

(13)

\$25⁰⁰ Received Oct: 12 1880
of Miss Laura P. Thayer adminis-
tratrix of Levi C. Thayer decd - for
services in the suit of Neville vs
Thayer and others in the Co's court
of Hampshire County the
sum of Twenty five dollars
J. W. Briggs & Bro.
Attys. at Law.

(15)

Mr. Thayer Bros

Dr.

1880.

To H. E. SMITH, Treasurer of Nansemond County, Virginia.

No.	State Tax, 50 cents on the \$100.	County Levy 37½c. on the \$100.	Parish Levy, 12½c. on the \$100.	Co. School Tax, 3¼c. on the \$100.	Dis. School Tax, 3¼c. on the \$100.	TOTAL AMOUNT OF TAXES.
826 333 a e e						
To Real Estate, value \$2773 ⁰⁰	13.87	10.41	3.47	8.7	8.72	29.49
" Personal Property, value \$						
" Income, &c., value \$						
" Poll Taxes						
Total						29.49
Five per cent. additional						
Total						

Received Payment.

H E Smith

, Treasurer.

WAB

(17)

Mr. Levi C. Shaver

Dr.

1880.

To H. E. SMITH, Treasurer of Nansemond County, Virginia.

No.	State Tax, 50 cents on the \$100.	County Levy 37½c. on the \$100.	Parish Levy, 12½c. on the \$100.	Co. School Tax, 3¼c. on the \$100.	Dis. School Tax, 3¼c. on the \$100.	TOTAL AMOUNT OF TAXES.
516 3 Lots						
To Real Estate, value \$ 1950 ⁰⁰	975	732				17.07
" Personal Property, value \$						
" Income, &c., value \$						
" Poll Taxes						
Total						17.07
Five per cent. additional						29.49
Total						46.56

Received Payment.

H E Smith
PKB

, Treasurer.

(18)

Recd of Mrs Laura P. Thayer Mini
dollars & sixty three cents in full
for Town Taxes for 1880-81.

R. N. Smith Sept 1-
P.W.

\$9.43

(20)

Received of Th. J. Hilkey \$383.69.

#91-

New York Nov 30th 1874

Received of Levi C. Thayer
the sum of Ninety One Dollars
being for interest due Nov 1st
1874 on his bonds dated Nov
3^d 1874, secured by trust deed
on property in Suffolk Va formerly
owned by me

H. W. Bromby

State of New York

CAYUGA COUNTY, ss:

David M Thayer

in said County, being duly sworn, deposes

and says that the items of the above account are correct, and that the disbursements and services charged therein have been in fact made, or rendered, and that no part thereof has been paid or satisfied.

Subscribed and sworn before me,

this 17 day of January 1880

} David M Thayer

S. J. Wesifall
Clerk of Cayuga Co. N.Y.

Mr Levi C. Thayer and Brothers

To David M. Thayer D^r on Farm Account

To Taxes for 1870 Paid by me (State Tax) 24.80

" " " 1871 " " State Tax 17.49

" " " 1871 " " ~~Township Tax~~ ~~2.13~~

March 16. 1870 To joint note paid by me to
Henry Breckinrig } 100.00

April 22. 1871 To Amount paid Sherman Butler 5.75

Oct 14 1872 " " Amount of judgment of
Amos Wilson against L. C. Thayer
paid by me }

147.67
\$ 297.94
223
\$ 295.71

Commonwealth of Virginia,

OFFICE OF THE AUDITOR OF PUBLIC ACCOUNTS,

Richmond, July 1, 1881.

The payment of Eight hundred and forty-four dollars and fifty-one cent, made March 23, 1875, to the credit of J. P. Hodges, Clerk of the County Court of Napaek County, Va., in amount of taxes on Law Proch. Co., from 20th Jan'y. 1873, to 25th July, 1873, was made by Claims against the state for \$145.96¢, and one draft of James J. Swaine for \$362¹²/₁₀₀ and one draft of A. J. Stephens for \$336⁵³/₁₀₀.

Given under my hand at the Auditor's Office the day and date above written.

William R. Smith

At Clerk's O. 2.

Norfolk June 4/88.

Robt R. Prentiss

Dear Sir,

Enclose you some vouchers and
Statement of Account of Laura P. Thayer widow of
Levi P. Thayer.

The items numbered and included in brackets
have vouchers corresponding - except the item
of Funeral Expenses, the vouchers here are not quite
equal to the item, some small amounts paid on this
account she has no vouchers for. But as to these
small items and the items of travelling expenses
she will make affidavit to their correctness if it is
necessary -

The personal assets consist of notes of D. H. Tucker
and the amt. of a Disbursement, paid her by M. D. Kilby, the
net amt. paid her was \$383.59, but from the gross
amt. was taken Kilby's fees, and grand debt due by
L. P. Thayer you can get the items from Kilby - I'm
making up the acct. you will of course charge her with
the gross amt. and credit her with the payment.

I send two accts: one David M. Thayer with
affidavits attached - the amt. of Cole's debt

I took from a memorandum from the note
itself to-day. Then debts are all admitted by
the administrators - If you wish to see the
note I will send it to you -

I send a receipt of H. N. Swinby \$91- credit this on
his debt - The four notes of J. H. Manchester & Battelle
& Collins endorsed by Thayer, will have to be charged
both as debts, and reported as assets - I understand
that they are sound, your records will show him that
is - The administrators has always been under the
impression that there was a prob. deed, your records
in Suffolk will show him that is -

Any information that you may need I will
furnish you & if necessary will come up to Suffolk.

Truly Yrs.

W. H. Burrage

98:00

(2)

99:71

(1)

David H. Thayer & accts. (1)

with interest from date -
on March 15 1878 \$30 -

note due J. H. B. Cole, \$100 - Jan'y 1878

Potomac, Va

Sept 22 1881

R. R. Prentice Esq
Sir

I enclose claims
of J. J. Swaine & A. J. Hopkins
against Estate of L. G. Mayer &
also as you will perceive these
claims are to remain as in
and by Mayer as co-defendants
with Swaine & Hopkins when
the official Board of J. P. Hodges
late clerk of St. Johns Co -

The other securities are totally
insolvent, a fact which I
will myself testify to, if you
desire to have such evidence
before you.

Yours Truly
Jno. H. Winkle

To Ro: R. Prentiss, Commr.

Dear Sir:

In our opinion the saw-mill of J. F. Manchester located on Shingle Creek about one mile East of Suffolk, Va. including engine, boiler belts and appurtenances, is worth about \$500.00 and that would be a fair cash price for it. It is an old mill and has been in use a long time but has a new boiler in it.

29 Sept. 1881

Respectfully

Geo M. Stever

State of New York

CAYUGA COUNTY, ss:

David M. Thayer in said County, being duly sworn, deposes
and says that the items of the above account are correct, and that the disbursements and services charged
therein have been in fact made, or rendered, and that no part thereof has been paid or satisfied.

Subscribed and sworn before me,

this 17th day of January 1880 }

David M. Thayer

S. J. Westfall
Clerk of Cayuga Co

The Estate of Levi C. Thayer
To David M. Thayer D^r

July 1. 1869	To Cash Balance d	\$ 25.00
Aug 1	" " " "	\$ 15.00
May 17 1870	" " " "	\$ 25.00
June 6	" " " "	\$ 25.00
		\$ 90.00

Holladay & Gayle and Judge Edward
~~Spalding~~ have claims against
Thayer.

Court will state specially as a matter
deemed pertinent and required by
parties to be stated, that Wilbur J. Kilby
~~was appointed~~ by order of Lawrence County
Court made the 13 Dec 1880, was appointed
trustee in the place of C. B. Duffield
named as trustee in the deed of trust
filed as Exhibit D. with the Complain-
ant's Bill, and dated 1 Apr. 1873 and
recorded 25 Apr 1873 in the Clerk's office
of said ~~Law~~ County Court, and executed
~~to~~ ~~conveying the~~ by said Gen. E. Thayer
conveying the land therein described in
trust to secure to Horatio A. Turnbly
the payment of the sum of \$1300. ⁰⁰,
~~as in his answer and the Bill of the~~
to which deed full reference is made
in the Bill of the Complainant and in
the answer of said Horatio A. Turnbly.

That on the 10 Jan 1881 said Wilbur J. Kilby
~~sold~~ as trustee sold at public auction all
the property conveyed by said deed for
the sum of \$715. ⁰⁰ and after paying
the expenses of the sale had ~~at~~ a balance
in his hands of \$631. 71 which he paid
to said H. A. Turnbly in full of his
claim secured by said deed, leaving the
balance due to said Turnbly of \$1208 ⁰⁰
referred above, for which said Thayer's
other property or his estate is liable

Dr. The Estate of Levi C. Thayer deceased
In account with Laura P. Thayer Admrx, for
1879

Aug 29 The Admrx. qualified
Oct. 4 By cash received of W. J. Kilby
Attorney collected on claim
against Hecker Hes. —

\$ 373 59

Laura P. Thayer (P.O. address: ~~Long~~ Maryland
Portsmouth Va. or care of Burroughs & Mrs. Atty
Infolk Va), can give acct. of other
matters in connection with her Admin-
istration.

Atty.
Kilby & Watts

Debts to L. C. Thayer

Acct. for rent due Geo. L.
Scrivee (see Exhibit A)
Int. from 1 Jan 1880

\$ 309 00

Kilby atty. Debt due Horatio N. Turnbly
as per note \$1300 00

Int. from 1 Apr 1874 to 3 Dec
1875 - 1y 1m. 3ds at 7 per
cent

\$ 99.34

Paid 3 Dec 1875

25.00

\$ 74 34

Balance

\$ 1374 34

Int @ 7 per cent on \$1300 from
3 Dec 1875 to 14 Jan 1881 - 5y.

1m. 11ds.

465 37

Total

\$ 1839 71

Paid by W. J. Kilby Trustee 14 Jan. 1881

631 71

Balance due

\$ 1208 00

with int. from 14 Jan 1881

The following claims ~~are reported~~ ^{are reported} against J. H. Manchester are reported as debts due by said Manchester for which Levi C. Thayer is bound as security to wit:

One ^{of said J. H. Manchester} note due R. W. Stires ~~at~~ ^{endorsed} ~~signature~~ of Batchelder & Collins without recourse to them, who were endorsees of Levi C. Thayer, the payee for

Int. from 8 Apl. 1879 to
Sept. 8 1881 - 2y. 5m

\$ 200 00

\$ 29 00

\$ 229 00

One other note of the same endorsed as the above note for \$150 00

Int. from 8 Apl. 1879 to

Sept 8 1881 - 2y. 5m.

\$ 21 75 \$ 171 75

Total

\$ 400 75

As ~~collateral~~ security for the ~~the~~ above indebtedness of said Manchester ~~for~~ \$400.75; ~~the~~ said R. W. Stires holds a note ~~for~~ of said J. H. Manchester for \$11 00 ^{dated} 21 Jan. 1879 ^{and} ~~payable to said Levi C. Thayer and~~ ^{and} this note for \$11 00. is secured by a ~~and~~ Bill of sale ~~from said~~ for a steam saw mill and appurtenances including a boiler, engine, shafting saw, pulleys &c. from said Manchester to said Thayer dated 21 Jan. 1879 & recorded 23 Jan. 1879 in the Clerk's office of Chausd Co. Ct.

By said Thayer pledged as the collateral security for the \$400.75

Saw mill &c. mentioned above is worth \$400 or \$500.
See Thomas Williams

Murille

N.

Thayer's Adm. V.

Vouchers V. filed

Comm. R. R. Prentiss'

Report Dated 30 Sept. 1881.

46
184
92
280
155
125

\$10.⁰⁰

Received of Wilbur J. Kilby and
Wm H. Burroughs, Couns. ten dollars
for taking the depositions of James
D. Brady on behalf of the Plaintiff
in the suit in Chancery pending in
the Circuit Court of Newsum
County, Va. between Geo. L. Kerille &
Plaintiff and Levi C. Thayer's Ad-
ministratrix and others Defendants

\$10.⁰⁰

Petersburg, Va.

Dec 6th 1883

Wm McKennett
Notary Public

Thanks!

* On the Report of Special Commissioners, Willer, Stiley and
Wm H. Burroughs giving an account of the sale of the estate of Levi L. Thayer
deceased, filed the 28th day of February, A.D. 1883, and on

At a Circuit Court convened and held for Hanson and
County the 17th day of October 1883.

George L. Neville, suing for ^{the benefit of} himself and
all other creditors of Levi L. Thayer, deceased

Plaintiff

Against } In Chancery

Laura P. Thayer, in her own right and
proper person and as administratrix of
Levi L. Thayer, deceased and others

Defendants.

This cause came on this day to be again heard upon
the papers formerly read, the Report of Commissioners Prentiss
so far as not heretofore confirmed, the exceptions of
A. I. Hopkins and J. J. Swaine to said Report, the exceptions
of Laura P. Thayer Administratrix of Levi L. Thayer, to
said Report, and the exceptions of J. A. Cole to said
Report, the answer of David M. Thayer, the answer
of Laura P. Thayer, Administratrix of Levi L. Thayer
and Laura P. Thayer, in her own right, the Petition of
Godwin and Crocker, the testimony of witnesses and
statement X made at the bar of the Court, showing
the respective interests of the estate of Levi L. Thayer,
David M. Thayer, the heirs of James H. Thayer, Samuel
J. Thayer, and Charles H. Thayer, in the proceeds of the
sale of the real estate in the bill mentioned, and was

argued by counsel. On consideration whereof the Court doth
confirm the said Report of Commissioners, Willer, Stiley and Wm H. Burroughs, filed the 28th
day of February, A.D. 1883, to which no exceptions have been filed, and doth
sustain the exceptions of A. I. Hopkins and J. J. Swaine

and it is decreed that the said A. I. Hopkins recover of
the personal representative of Levi L. Thayer, the sum
of \$112.⁴⁷ with interest from the 23rd of March 1875

and that J. I. Luaine recover of the said personal representative the sum of \$120 $\frac{67}{100}$ with interest from the 23^d day of March 1875; and the Court doth sustain the exceptions of Laura P. Thayer Administratrix of Levi L. Thayer as to the claim of George L. Neville, but it being admitted by the said personal representative that said George L. Neville is entitled to compensation for the use and occupation of the premises mentioned in his account at the rate of \$4. per month for 58 months subject to the payments credited in said account. - the balance after making said credits, being the sum of \$77. The Court doth order and decree that George L. Neville recover of the personal representative of Levi L. Thayer the sum of \$77. with interest from 1 January 1880. and the Court doth overrule the exceptions of J. I. Luaine.

And the debt of Godwin & Crocker in their petition being admitted, the Court doth decree that Godwin & Crocker recover of the personal representative of Levi L. Thayer the sum of \$10. with interest from April 15 1875-

And it appearing to the Court from the report of Sale of Miller & Kelly Special Commissioners of the 13th of May 1882. that the amount reported by Commissioners Prater as due to the Assembly as \$1275 $\frac{40}{100}$ has been reduced by payments made by the said Special Commissioners so as to reduce the said amount to \$968 $\frac{27}{100}$ as of the 13th of May 1882, the Court doth order and decree

7 per
cent

7 per
cent

that H. H. Livensly receiver of the fees and representative
of Levi & Thayer the sum of \$968 $\frac{27}{100}$ with interest
from the 13th of May 1882

And the Court being of opinion from the testimony
in the record that the brothers, Levi & Thayer, Samuel
J. Thayer, James H. Thayer, Charles H. Thayer and David
M. Thayer contributed equally towards the purchase
of the tract of land in the bill mentioned called "Culloden"
and conveyed to Levi & Thayer alone on 27th of February
1866. and there was a resulting trust in favor of the ^{held}
other brothers as against Levi & Thayer, who ~~holds~~
the legal title of the said land as to four fifths
thereof in trust for the other brothers who were
entitled to the beneficial interest in the said four
fifths, and being further of the opinion that the
creditors of Levi & Thayer are bound by the said
resulting trust, and can only subject to their claims
the one fifth share of Levi & Thayer in said land
and the one fifteenth which descended to him from
his brothers Samuel J. and Charles H. Thayer in said
land or its proceeds, the Court doth order and decree
that in accordance with statement X the estate of Levi
& Thayer is entitled to $\frac{4}{15}$ of the net proceeds ^{of sale} of the
land in the bill mentioned called "Culloden" to be applied
pro rata among the creditors of said Levi & Thayer
above mentioned; that David M. Thayer is entitled
to $\frac{4}{15}$ of said proceeds, Edward H., Lizzie J. and Charles
B. Thayer, the children of James H. Thayer are each

entitled to $\frac{4}{15}$ each of said proceeds, that ~~Louisa B. Haney~~
B. Sibley is entitled to $\frac{1}{15}$ of said proceeds that Louisa B.
Crevelling is entitled to $\frac{1}{15}$ of said proceeds and Laura
P. Thayer is entitled to $\frac{1}{15}$ of said proceeds, and the Court
doth order ^{that} W. J. Kelly and W. H. Burroughs do withdraw
the bonds of the purchaser and collect them as they fall
due, or before if he shall elect to anticipate, their
payment and when they are paid, said Commissioners
of Suffolk
are ordered to withdraw from the Commercial Bank,
the sum of \$648 $\frac{48}{100}$ and accrued interest, now on
deposit there to the credit of this Cause, and they are
directed to pay out of the said money the costs of
this suit unpaid, and they will distribute $\frac{4}{15}$ of
said residue among the aforesaid creditors of Levi
L. Thayer pro rata. And they will pay to David
M. Thayer, Edward W. Lizzie L. and Charles B. Thayer
Nancy B. Sibley, Louisa B. Crevelling and Laura
P. Thayer or Burroughs their attorneys, the
proportion of the said proceeds decreed to them in
this decree. And the special commissioners upon
the payment of the whole of said purchase money
by H. A. Morgan will convey the tract of land in
the bill mentioned called "Culloden" to the said
purchaser by deed with special warranty. The said
commissioners will report their proceedings under
this decree to the Court.

A Copy

Teste:

Peter B. Prentiss, Clerk.

Unpaid Costs, up to & including final decree

Clark	\$2.50
E. E. Holland (M. Pub)	5.00
W. R. M. Kenney do	10.00
R. C. Marshall (Com. in Ch)	8.00
Same	15.00
E. W. Mansson S. L. Port's	2.00
Same	<u>2.00</u>
	<u>\$44.50</u>

Aerville

vs. } In Chy

Thayer & al.

Copy of decree of
17 Octo. 1883

Statement of claims against Levi C. Thayer deceased allowed by the decree pronounced the 17th day of October 1883 in the Cause in Chancery pending in the Circuit Court of Harrison County Va. between George L. Kerille Plaintiff and said Levi C. Thayer's Admrx. and others, Defendants, to wit:

To A. J. Hopkins	\$ 112 17
" Interest from 23 March 1875 to 4 Dec. 1883 - 8 y. 8 m. 11 ds	58 53
	<u>\$ 170 70</u>

To J. J. Awaime	\$ 120 67
" Interest from 23 March 1875 to 4 Dec. 1883 - 8 y. 8 m. 11 ds.	62 97 = 183 64

To Geo. L. Kerille	\$ 77 00
" Interest from 1 Jan. 1880 to 4 Dec. 1883 - 3 y. 11 m. 3 ds.	18 14 95 14

To Godwin & Lenoeker	\$ 10 00
" Interest from 15 April 1875 to 4 Dec. 1883 - 8 y. 7 m. 19 ds.	5 18 15 18

To Horatio A. Drombly	\$ 968 27
" Interest at 7 percent from 13 May 1882 to 4 Dec. 1883 - 1 y. 6 m. 21 ds.	105 63 = 1073 90
Total	<u>\$ 1538 56</u>

To the Circuit Court of Hansemond
County, Va.

In pursuance of the decree of
said Court pronounced the 17th. day
of October A. D. 1883 in the Cause in
Chancery in said Court depending
between George L. Cherville, suing for the
benefit of himself and all other cred-
itors of Levi C. Thayer deceased, Plain-
tiff and Laura P. Thayer Administra-
trix of said Levi C. Thayer deceased
and others, Defendants, a copy of which
decree is hereto attached; the under-
signed, Wilbur F. Kilby and Wm. H.
Burroughs, the Special Commissioners
mentioned in said decree, respectfully
report to Court that, as directed by
the said decree, (having first received
of the Clerk of said Court and given
him a receipt for the same), they have
collected the money for the two Bonds
mentioned in said decree, to wit, the
two Bonds of Henry A. Morgan with
Thos. G. Elam security thereto, each for
the sum of \$861.⁶⁷ and dated the 11th.
day of December A. D. 1882 and paya-
ble respectively one year and two years
after their dates with interest from
their dates, the said Henry A. Morgan
offering and desiring to pay the same
as allowed to do by said decree before
their maturity together with the interest
due thereon to the day of the payment
of the same, and that, as also directed
by said decree, they ^{have} received of the

The Commercial Bank of Suffolk, Va. the sum of \$648.48 which was on deposit there to the credit of said Cause and all interest due thereon and having received of said Clerk and given him a receipt for the same, have returned and delivered to said Bank the certificate of Thos. G. Elam, its Cashier, dated the 21st. day of December A.D. 1882 which had been filed with the papers in said Cause in evidence of said deposit, and, having out of said money, paid all the unpaid costs of said Cause, have paid out and distributed all the balance thereof to and among the parties named in said decree, as therein specified, as by the statement hereto attached and the following Statement and receipts as well as the receipts hereto attached, will more fully appear, to wit:

Statement

By Amount of said Henry A. Morgan's said two Bonds, each for the sum of \$861.67. =	\$1723 34
" Interest on \$1723.34 from 11 Dec. 1882 to 4 Dec. 1883 - 11m. 23ds. =	101 95
" Amount received of said Bank as above-specified.	648 48
" Interest on \$648.48 from 21 Dec. 1882 to 15 Dec. 1883, - 11m. 24ds.	31 88
To paid costs of said Cause, heretofore unpaid, to wit:	
To Wm. R. McKenney, Notary Public, per rect.	\$ 10 00
" E. E. Holland ditto "	5 00
" Peter B. Prentiss, Clerk of Court "	2 50
carried on	17 50
	2505 65

brought on	\$ 17 50	2505 65
To R. L. Marshall, Comr. in Chan- cery \$8. and \$15. per rect.	23 00	
" E. W. Maupin, Sergeant of Ports- mouth City, \$2. and \$2. per rect.	4 00	
" Fee for writing deed conveying to said Henry A. Morgan, the land sold to him. per rect.	10 00	
To Amount to Balance	2451 15	
	2505 65	2505 65

By Balance brought on		2451 15
To paid David M. Thayer 4/15 of \$2451.15, per said decree & rect.	653 64	
" " Nancy B. Sibley 1/15 of \$2451.15 per said decree & rect.	163 41	
" " Louisa B. Leverling 1/15 of \$2451.15 per said decree & rect.	163 41	
" " Laura P. Thayer 1/15 of \$2451.15 per said decree & rect.	163 41	
" " Edward H. Thayer 4/45 of \$2451.15 per said decree & rect.	217 88	
" " Lizzie S. Thayer 4/45 of \$2451.15 per said decree & rect.	217 88	
" " Chas. B. Thayer 4/45 of \$2451.15 per said decree & rect.	217 88	
" 4/15 of \$2451.15 due Levi L. Thayer and retained for dis- tribution among his creditors as per said decree.	653 64	
	2451 15	2451 15

By Amount of said Levi L. Thayer's share of said sum of \$2451.15 brought on.		\$ 653 64
To paid Horatio C. Drombly 42 1/2 per cent of his claim of \$968.27 and interest added, to wit. of \$1073.20, per rect.	456 19	
carried on	456 19	653 64

brought on		\$ 456 19	\$ 653 64
To paid J. J. Swaine	42 1/2 per cent of his claim of \$120.67 and interest added, to wit, of \$183.64, per cent.	78 04	
" " A. J. Hopkins	42 1/2 per cent of his claim of \$112.17 and interest added, to wit of \$170.70 per cent	72 54	
" " Geo. L. Kerville	42 1/2 per cent of his claim of \$77. and interest added, to wit of \$95.14, per cent.	40 43	
" " Godwin & Crocker	42 1/2 per cent of their claim of \$10. and interest added, to wit of \$15.18 per cent.	6 44	
		\$ 653 64	\$ 653 64

And the said Commissioners further respectfully report to Court that, as directed by said decree, they have made to said Henry A. Morgan a deed with special warranty in the usual form conveying to him the real estate purchased by him under proceedings had in said Cause.

Respectfully submitted

Wilbur J. Kilby

W. H. Burroughs } Comrs.

15 Dec. 1883

Received of Wilbur J. Kilby and W^m H. Burroughs' Comrs. The respective sums of money charged in the above report as paid to us and set opposite our names as follows:

Wilbur J. Kilby, Atto. for E. E. Holland, A. P.	\$ 5 00
Peter B. Peetles. Clerk	\$ 2 50
Roll Marshall Comr in Chgo	\$ 23 00
E W Maupin Sgr. ju. Aswatts	4 00
Wilbur J. Kilby Atto. for writing deed	\$ 10 00
Burroughs & Bur. atts. for David M. Thayer	653 64
Burroughs & Bur. atts. for Nancy B. Sibley	163 41
Burroughs & Bur. atts. for Laura B. Crowding	163 41
Burroughs & Bur. atts. for Laura P. Thayer	163 44
Burroughs & Bur. atts. for Edward N. Thayer	217 88
Burroughs & Bur. atts. for Lizzie J. Thayer	217 88
Burroughs & Bur. atts. for Chas B. Thayer	217 88
Wilbur J. Kilby, Atto. for H. A. Dumbley	\$ 456 19
Holladay & Gayle attys for J. J. Swaine	78 04
Holladay & Gayle " " A. J. Hopkins	72 54
Wilbur J. Kilby, Atto. for Geo. L. Kerille	\$ 40 43
Godwin & Crocker & J. Crocker	6 44

Geo. L. Keville & Co

vs. } In lby

Thayer's Admrx. tal.

Report of collections
and
Distribution

15 Dec. 1883

1883. Decr: 29th. Filed
clk

Note: broadside now filed w/OVERSIZE

Mr. Thayer Bros
1882.

Dr.

To H. E. SMITH, Treasurer of Nansmond County, Virginia.

No. 886

555acs

	State Tax, 40 cents on the \$100.	County Levy 20c. on the \$100.	Parish Levy, 12 1/2 c. on the \$100.	Co. School Tax, 3 1/8 c. on the \$100.	Dis. School Tax, 3 1/8 c. on the \$100.	TOTAL AMOUNT OF TAXES.
To Real Estate, value \$ 2775	1110	555	347	87	87	2186
" Personal Property, value \$						109
" Income, &c., value \$						
" Poll Taxes						
Total						2295
Five per cent. additional						67
Total						2228

Received Payment.

22 Dec, 1882

W. R. Burroughs
of Wilbur Kelly & Co.
A. E. Smith
Dec 1882

Treasurer.

B

1882 Dec. 11th. Received of Wilbur
J. Kilby and W^m H. Burroughs Comrs.
Ten dollars being fee due me
for taking, as a Comr. in Chancery, dep-
ositions in proof of the claim of
the Plaintiffs in the Chancery suit
pending in Chautauque County
Circuit Court, between Geo. L. Neville
Plaintiff and Levi C. Thayer's Adm^r
& al. defendants
\$10.⁰⁰

R. Marshall
Circuit Clerk

Suffolk, Va., Dec 11 1882

Mr Geo L Neville

To The Suffolk Herald, Dr

Fine Book and Job Printing at Moderate Prices.

1880

Feb'y 11

To Publishing order of Publication
in Chancery Suit vs L & Hager's Adm^x
Et als in Hansemond Co. Cir Court
3 in H. Dimes

6.00

Received Payment of Wilbur Kilby & W B Burroughs Com^{rs}
J E Bookes
Manager

Suffolk, Va., Dec 11 1882

M R R Prentiss Comr

To The Suffolk Herald, D^r

Fine Book and Job Printing at Moderate Prices.

1881

May 18

To Publishing Notice for taking
acct of doct &c vs L & S Thayer's Estate
in Chancery Suit vs said Thayer's Adm^r
Et als in Hansemond Co Circuit Court

4 in 4 Times \$ 7.00
Received Payment of Wilbur Kilby and W H Burroughs Comrs
J E Booker
Manager

Suffolk, Va., Dec. 1 1882

Mr Wilbur Kilby and Mrs McBurroughs Comrs
To The Suffolk Herald, Dr

Fine Book and Job Printing at Moderate Prices.

1882

Nov	4	To 100 6 th Sheet Bills Sale of Thayers Land	1.75
Nov	22	To Advertising Sale of Lb Thayers Land in Herald - 6 inches 3 Times	7.00
			8.75

Received Payment
J E Booker
Manager

Received of Mr Kilby and Mr Barnoyles
Twelve dollars for crying and selling at
Public auction for the 11th Dec 1882
Before the Court house door of Mansfield
Co Va under a decree of Court a parcel
of Land of which Levi C. Thayer died
Deised and possessed in said County
\$12.00
Parker & Brinkley Cms

Milbur J. Kilby and }
Wm H. Burroughs } Comrs.
Do

Beverly P. Baker, Surveyor, Dr.

1882

Octo. 26 & 27 To Survey and plat of Levi
C. Thayer's land, includ-
ing calculations and two
days' labor

\$ 12 00

" paid chain-bearers and
choppers for labor.

9 25

\$ 21 25

1883 Jan. 2nd. Received twenty-one &
25/100 dollars of Milbur J. Kilby and
Wm H. Burroughs Comrs. in full of the
above bill

Beverly P. Baker cr sur.

24
1
1
for Nausemond County.
At a Circuit Court continued and held, the
13th day of October 1882.

George L. Saville &c. Plaintiffs
Against E. W. Chaney.

Levi C. Thayer's Personal Representatives. Defendants.

This cause came on this day to be again heard
on the papers formerly read therein and on the
Report of Special Commissioner Willbur J. Kelly made
under the decree in this cause of the 4th day of May
and filed the 17th day of May 1882.
1882, and was argued by Counsel.

On consideration whereof the Court doth con-
firm the above mentioned Report, to which no
exception has been filed and still reserving the
consideration of the answers of David M. Thayer
and Laura P. Thayer to the bill of the Plaintiff
and those parts of the Report of Commissioner
Robert R. Prentiss filed the 30th day of September
1881, and the examinations of witnesses filed therewith
as to which parts, said Report has not been confirmed
and also reserving the consideration of the exceptions
of S. J. Hopkins, and J. J. Lwaino, and J. M. Cole
and said Laura P. Thayer to said Report, and the
petition of Gorwin and Crocker filed in this cause
and the final determination and decision of all
issues made thereby and the matters arising out of
the same and all other issues in this cause not
heretofore decided, but being of opinion that it
is necessary to sell the real estate of which Levi C.

Thayer died seized and possessed for the payment of
his debts, which have been reported in this cause,
the rents and profits of said real estate not being
sufficient to pay them within five years, the
Court with the consent of Parties, doth adjudge
order and decree that William J. Kelly and William
H. Burroughs who are hereby appointed Special
Commissioners for that purpose, do proceed to sell
to the highest bidder by public Auction before
the Court House door of Hanswans County Va.
on some County Court day, the said real estate,
consisting of a tract of land situated in Cypress
Magisterial District in said County and contain-
ing four hundred and fifty five ⁽⁵⁵⁵⁾ acres more or
less, and bounded by the lands of Thomas Groves
William R. Smith, Elisha Norfleets estate, and others,
retaining the title to said land until the further
order of Court. After having first had a survey and
plat of said land made if they, said Commissioners
shall deem the same necessary or advantageous for
the purpose of the sale, and that they advertise
said land for sale for at least twenty days prior
to the day of sale by posting printed notices thereof
at various public places in said County and
by publication of said notices once a week for
three successive weeks in a Newspaper printed
in the Town of Suffolk Va. and that they sell said land
for one third cash, and as to the balance of the

purchase money, on a credit of one and two years and take of the purchaser separate bonds waiving the benefit of the homestead exemption for said balance in equal sums with good personal security payable to themselves according to the credit to be given as above specified and bearing interest from the day of sale, and that out of the money to be paid in cash they pay the costs of this said and expenses of the sale, and deposit the balance of said cash portion of said purchase money to the credit of this cause at the Commercial Bank of Suffolk Va, and take of the Cashier ^{of said Bank} a certificate ~~of~~ showing said deposit and file said certificate and said Bonds, subject to the future order of Court, with their report, which they will make to Court of their proceedings under this decree. But before proceeding to make said sale, said Commissioners will execute before the Clerk of this Court in his Office separate bonds, each in the penalty of two thousand dollars with good personal security payable to the Commonwealth of Virginia and conditioned for the faithful execution of this decree and all decrees they may be required to execute in this cause.

And with the consent of parties given in open Court and here entered of record

it is ordered that this suit may be submitted
to the judge of this Court for decision or
decree to be made thereon in vacation.

A Copy:

Teste:

Peter B. Prentiss, Clerk

Costs up to & including this decree

& copy of both the 2 bonds hereunder

Clerk (Hansel) . . . \$27.25- pd

" (Hanco: Co) . . . 95- pd

Atto: Hay . . . 16.50 pd

Sgt: of Portsmouth . . . 50 pd

Courier (R. R. Prentiss) . . . 20.00 pd

" R. C. Marshall for Depts . . . 10.00 pd

Printer (Suffo: Herald) . . . 13.00 pd

\$85.20

Xm?

Geo. L. Havenille &c

vs Co: Deane & Octo. 13/82

Levi C. Hays's Pet. Ref. Cal:

To the Circuit Court of Hansemond
County, Va.,

In pursuance of the decree
of said Court pronounced the 13th day
of October 1882, in the Cause in Chan-
cery in said Court depending between
Geo. L. Aeville, Plaintiff, and Levi L.
Thayer's Admrx. and others, Defendants,
a copy of which decree is hereto annex-
ed; the undersigned, Wilbur J. Kilby
and Wm^m H. Burroughs, appointed Spe-
cial Commissioners for the purposes named
in said decree, respectfully report to Court
that, after having first executed before the
Clerk of said Court in his office the sepa-
rate Bonds required of them as Commis-
sioners aforesaid under said decree, they
first had, as authorised by said decree,
a survey and plat made of the land
mentioned in said decree, of which said
Levi L. Thayer died seised and possessed,
deeming such survey and plat necessary
and advantageous for the purposes of a sale
of said land, and that then, on the first
day of November 1882, they advertised said
land for sale on the terms and conditions
named in said decree, by posting printed
notices of the sale at the courthouse door of
said County and at various public places
in said County and in the neighborhood of
the land and by publication of said notice
once a week for three successive weeks in
"The Suffolk Herald", a newspaper printed
in the Town of Suffolk, Va; and that, in
pursuance of said decree and notice, they
offered for sale and did sell the said land
on the 11th day of December 1882, (that being

County Court day of said County) by public auction before the Courthouse of said County, on the terms of payment by the purchaser of one-third of the purchase money in cash and the balance in two equal installments at the end of one and two years, the purchaser to give separate bonds waiving the benefit of the homestead exemption and with good personal security in evidence of the deferred payments bearing interest from the day of sale; and that at said sale, Dr. Henry A. Morgan as the highest bidder became the purchaser of said land, for the sum of \$2585.⁰⁰, the same being a fair and an adequate price, said land being a parcel of land, situated about three miles from Suffolk, Va. in Cypress Magisterial District in said County and containing 555 acres, more or less, by survey and bounded by the lands of Robt. R. Smith and Elisha Anfleets estate on the North, and on the East by the lands of Harrison Willis and John M. Galbraith, and on the South by the lands of said Elisha Anfleets estate and Wm. D. Rogers and others, and on the West by the County road leading from Suffolk to Somerton and by the lands of Wm. R. Smith and others; and that of said sum of \$2585.⁰⁰, the said Henry A. Morgan paid in cash the sum of \$861.⁶⁶ and for the balance executed ~~executed~~ his two bonds, according to the terms of the sale, each for the sum of \$861.⁶⁷; and that out of said sum of \$861.⁶⁶ paid in cash, the said Court, have paid, as directed by said decree, all the costs of said cause or suit and the

expenses of the sale and have deposited the balance of said cash, amounting to the sum of \$648.⁴⁸ to the credit of said Cause at The Commercial Bank of Suffolk, Va. subject to the order of Court, as directed by said decree and as will appear by the certificate of Thos. G. Elam, cashier of said bank herunto attached, — all of which facts stated above, will more fully appear by the copy of the notice of said sale, and the various receipts, and said bonds and said certificate of deposit herunto attached and the following statement, to wit:

Statement

By Cash of said Henry A. Morgan
on account of his purchase
as stated above. —

\$861 66

To 5 per cent Coms. on \$300.00	15 00
" 2 ditto on \$2285.00	45 70
" paid Geo. D. Parker, Crier at the sale, per rect.	12 00
" " B. P. Baker, Surveyor. "	21 25
" " Taxes for 1882 on the land sold. "	22 28
" " "The Suffolk Herald," three bills for printing notices, per bills & rect.	21 75
" " Peter B. Prentis, Clerk's fees, per rect.	27 25
" " Ro. R. Prentis, Comr. "	20 00
" " R. C. Marshall, Comr. "	10 00
" " Wilbur J. Kilby and A. S. Watts, Attys for Plaintiff, per rect.	16 50
" " C. Syer, Sergt. Portsmouth "	50
" " Clerk of Norfolk County "	95
" Amount to Balance	648 48

\$861 66 \$861 66

By Balance brought on.

\$648 48

To Cash deposited at said Commercial Bank, as per certificate hereto attached.

\$648 48

The Bonds taken as aforesaid of said

Henry A. Morgan with Thos. G. Elam, as security thereto, deemed sufficient, are as follows:

One Bond dated 11th. Dec. 1882 and payable one year after date with interest from date for \$ 861 67

And another Bond dated 11th. Dec. 1882 and payable one year after date with interest from date for. \$ 861 67

which said Bonds are herewith filed.

The title to said land was retained until the further order of Court.

Respectfully submitted this 21st. day of December 1882

Wilbur J. Kilby } Couns.
W. H. Burroughs. }

Received of Wilbur J. Kilby and Wm H. Burroughs, Couns. the respective sums of money charged in the foregoing Report as paid to us and set opposite our several names as follows:

Wilbur J. Kilby for himself and A. S. Watts, Attys. for the Plaintiff } \$ 16.50

Wilbur J. Kilby, Atty. for L. Ayer, Sergt. of Portsmouth \$ 50^c

Wilbur J. Kilby, Atty. for Clerk of Norfolk County. \$ 95^c

Reb. S. Prentiss Commissioner \$ 20.00

Peter B. Prentiss. Clerk \$ 27 25^c

By authority of the decree of the Circuit
Court of Hanover County Va entered
the 17th day of October A. D. 1883 in the
Cause in Chancery in said Court de-
pending between George L. Neville &
Plaintiff and Levi C. Thayer's Adm^r.
and others, Defendants, the under-
signed have this 29th day of Novem-
ber A. D. 1883 received of the clerk of
said Court the two Bonds of Henry
A. Morgan and the certificate of
Thos. G. Elam, Cashier of the Commer-
cial Bank of Suffolk Va. mentioned
and described in the above Report
Wilbur J. Kilby, }
W. H. Burroughs. } Couns.

Geo. L. Kerville &c

vs. } In lby

Thayer's Admrx, & al

Report of Sale of land

11th. Dec. 1882

Confirmed 17 Octo. 1883

1883. Feby. 28th. Filed.
clk:

In the Clerk's Office of the Circuit Court
of Hanover County the 4th day of May 1882
in Vacation.

George L. Neville suing for the
benefit of himself and all other
creditors of Levi C. Thayer deceased Complainant.

Against $\frac{2}{3}$ In Chancery.
Laura C. Thayer in her own
right and proper person, and as
Administratrix of Levi C. Thayer
deceased and others.

Defendants.

"The Court doth adjudge, order and decree
that said Wilbur J. Kelly, Commissioner as aforesaid,
do receive of the Clerk of this Court who will
deliver to him and take of him and file with
the papers in this cause a receipt for the certifi-
cate of Thos. G. Elam Cashier of The Commercial
Bank of Suffolk, Va. filed with said report of
said Special Commissioner Wilbur J. Kelly the
14th day of February AD 1882. showing the deposit
of said sum of \$754⁷⁵ at said bank to the credit
of this cause and that said Commissioner Wilbur
J. Kelly, surrender said certificate to said Bank
and receive of said Bank said sum of \$754⁷⁵ and
all interest due thereon and out of the same
pay first in full to R. H. Lewis or his attorney said
sum of \$403⁹² due him and interest on the sum
of \$350.⁰⁰ past thereof from the 1st day of November

AD 1881. till paid, and then to pay the residue to
said Horatio St Twombly or his attorney on account
of the said sum of \$1275⁴⁰ due to him and make
report to Court of his proceedings, filing with
his report proper receipts for the payments he
is directed to make under this decree.

Extract:

Teste:

Peter B. Prentiss. Clerk.

Beville

vs.

Thayer

Dr. J. Frank Manchester, maker, and
Leri C. Thayer, endorser.

To

R. W. Stires, endorsee of
Batchelder & Collins, without
recourse to them, who were
endorsees of said Leri C.
Thayer. payee.

To Amount of note	\$200 00
" Interest from 8 Apl. 1879 to 1 Nov. 1881 - 2y. 6m. 23 ds.	30 80
	<u>\$230 80</u>

To Amount of another note	\$150 00
" Interest from 8 Apl. 1879 to 1 Nov. 1881 - 2y. 6m. 23 ds.	23 10
	<u>\$173 10</u>
	<u>\$403 90</u>

To Interest from 1 Nov. 1881 to 13th. May 1882 - 6m. 12 ds. on \$200. and \$150. = \$350. =	11 20
	<u>\$415 10</u>

Norfolk Va. May 15th 1882

Received of Wilbur J. Kilby, Comr. in
the Chancery suit of Geo. L. Neville Plain-
tiff against Leri C. Thayer's Admrx. and
others, pending in the Circuit Court of Chause-
mond County, Va. and under the decree
of 4th. day of May 1882 in said suit, the
sum of Four hundred and fifteen and
10/100 dollars in full of two notes, - one
for \$200 and one for \$150 - and the interest
due, as per statement above, to R. W. Stires
by said Leri C. Thayer as endorser for J.
Frank Manchester.

\$415 ¹⁰/₁₀₀

Thanks &c.

Eduard Spalding
atly. for R. W. Stires

To the Circuit Court of Hansemond County, Va.,
 In pursuance of the decree of said Court
 pronounced the 11th day of May 1882 in the
 Cause in Chancery in said Court de-
 pending between George L. Sterville, Plaintiff
 and Levi C. Thayer's Admrx. and others. De-
 fendants, an extract from which decree is
 hereto attached: the undersigned respect-
 fully reports to Court that he has received of
 the Clerk of said Court and given him a receipt
 for the certificate of Thos. G. Elam Cashier of The
 Commercial Bank of Suffolk Va., mentioned
 in said decree showing the deposit of the sum of
 \$754.⁷⁵ at said Bank to the credit of said cause
 and that he has surrendered said certificate to
 said Bank and received of said Bank said
 sum of \$754.⁷⁵ and all interest due thereon
 and out of the same has paid in full to R. W.
 Stives, as directed by said decree, the sum
 of \$403.⁹⁰ and the interest on the sum of \$350.⁰⁰
 part thereof from the first day of November A.
 D. 1881 to the 13th day of May 1882 due to him by said
 Levi C. Thayer, and has paid the residue to wit
 the sum of \$352.²³ to Horatio A. Twombly on ac-
 count of the debt of \$1275.⁴⁰ due to him by
 said Levi C. Thayer as specified in said de-
 cree, and that all the foregoing facts will
 more clearly appear by the following state-
 ments and the receipts hereto attached:

Statement

By Cash received of said Bank
 as stated above.

" Interest of said Bank on
 said sum of \$754.75,
 Total

\$ 754 75

12 58

\$ 767 33

(over)

By Amount brought on.	\$ 767 33
Do paid R. W. Stires in full of amount due him as above-stated, as per statement and receipt hereto attached and per said decree.	\$ 415 10
" paid Horatio A. Twombly, as stated above, the balance of said sum of \$ 767 ³³ in part of his said claim of \$ 1275 ⁴⁰ as per said decree & recd.	352 23
	\$ 767 33 \$ 767 33

The following statement shows the balance now due of the above-mentioned claim of Horatio A. Twombly, since the payment of the above sum of \$ 352 ²³ on account thereof, to wit:

The Amount due said Horatio A. Twombly (principal and interest) on 1st. Nov. 1881 as per Report of Court, Robt. R. Prentiss filed in said cause the 30th day of September 1881, was —
 Now, add interest on \$ 1207.99 part of said sum of \$ 1275 ⁴⁰ at 7 per cent from 1 Nov. 1881 to 13th. May 1882 — 6m. 12 ds. to wit:

\$ 1275 40

45 10

\$ 1320 50

Paid as above 13 May 1882

352 23

Balance due 13 May 1882 =
 with interest thereon from that date at 7 per cent.

\$ 968 27

Respectfully submitted this 13th. day of May 1882,

Wilbur J. Kilby
 Court.

1882 May 13th. Received for Horatio A. Trombly the sum of \$352.²³ Charged in the above Report as paid to him.

Wilbur J. Kilby Atty.
for Horatio A. Trombly.

Geo. L. Atterville & Co

vs.

} In Chy

Thayer's Admrx. & al.

Report of collection
and payments

13 May 1882

confirmed 13 Oct 1882

1882. May 17th. Filed
at K

Note: broadside now filed w/OVERSIZE



Suffolk, Va., Jan 9th 1887
Mr Wilbur J Kilby Coun
TO SUFFOLK HERALD, DR
— Fine Book and Job Printing —

GOOD WORK AT MODERATE PRICES. SATISFACTION GUARANTEED.



Dec 27 '81	To 100 Cts Short Bills	Sale of	
1882	L. C. Thayer's Saw Mill Property		1 75
Jan 4	To Advertising in "Herald"	The	
	Sale of Above Property	J. T. Conchy	5 00
	Need Payment	J. G. Elam	6 75
		Booker	

STEAM SAW-MILL PROPERTY ~FOR SALE~

By authority of a decree of the Circuit court of Nansemond county, Va., pronounced, in vacation, the 21st day of December, A. D. 1881, in the cause in chancery in said court depending between Geo. L. Neville, plaintiff, and Levi C. Thayer's Administratrix and others, defendants, I shall offer for sale, in two separate parcels, by public auction, before the Courthouse of said county, on County court day

MONDAY, JANUARY 9TH, 1882,

the following Steam Saw-Mill Property, which is now in possession of J. F. Manchester (in daily use and good running order), and is located on Shingle creek, at the terminus of the Dismal Swamp Canal, about one mile east of Suffolk, Virginia, and only a short distance from the Seaboard and Roanoke railroad to wit:

First parcel, to be sold together as a whole: One steam saw-mill engine with good 40-horse-power boiler, 40 feet of good iron saw-mill shafting with four iron pulleys, two small saw tables, one frame and arbor for a large saw, with several cone-pulleys and feed-works attached to the frame; one saw-carriage, three head-blocks, one carriage-track, one good large 24 inch cut-off saw with frame, one large, one good anvil, and two grinding stones.

Second parcel, to be sold together as a whole. Twenty-five feet of iron shafting in good condition, two iron pulleys of 4 feet diameter and 6 inch face, three iron pulleys of 2 feet diameter and 8 inches face, three iron hangers (at Stever's Station), three pieces of counter shafting from 2 to 4 feet long, for use in pulleys; three sets of shaft coupling, five wooden pulleys of 2 feet diameter and 2, 4 and 6 inch face; one beveled iron gear, two wooden roller-heads, one large turning lathe, one set of cone-pulleys and hangers, one groover and edger, two large saw-tables and arbors, three small saw tables and arbors, one cut-off saw-frame with pulleys, one 26-inch saw, three 16-inch saws, two 12-inch saws, two 10 inch saws some old rubber and leather belting 2 and 3 inches wide, three iron vices, two chucks for rounding the ends of broom and mop-handles, one wire-bender, one wire-cutter, one set of zinc-crimpers, and one zinc-cutter.

Persons desiring to purchase are requested to examine the above property before the day of sale.

Wm Terms Cash.

WILBUR J. KILBY, Com'r.
GEO. T. PARKER, Crier. ja6-1t

Subscribe for the SUN.

—OF—

PLAIN AND FANCY

BOOK AND JOB

PRINTING;

NEATLY, CHEAPLY,

—AND—

PROMPTLY EXECUTED.

SUFFOLK, Va., Jan 9th 1882

Mr. Milburn J. Killey, Owner

CO. D. B. DUNBAR, DR.

PUBLISHER OF

THE CHRISTIAN SUN.

1882

Jan 6 To Sale of saw mill pro-
perty. 15

\$3 00

Received Payment
D. B. Dunbar

Received of W. P. Kilby Commissioner
Seven dollars for crying and selling
at public Auction this day the Saw
mill property of Levi G. Thayer under a
deed of Agent.

Geo. Parker
Crier.

January 9th 1882
\$7.00

Received of Wilbur J. Kilby Comr. in the Chan-
cery cause of Sterville & Co. vs. Thayer & Co.
in Naud. County Circuit Court, Seven
and $50/100$ dollars, being rent due me for six months ending
1st. Jan. 1882 for the premises on which the saw-mill of J.
P. Manchester was lately located on Shingle Creek

\$7.50

Susan Boothe

In the Clerk's Office of the Circuit Court
of Nassau and County on the 23rd day of
December 1881.

The following Decree, in the following cause,
has been by George Blow Esquire, ordered to be
entered in Vacation, to wit:

Evs L Noville, suing for the
benefit of himself and all
other Creditors of Levi C Thayer, deceased Complainant..

Against $\frac{1}{2}$ In Chancery,
Laura P Thayer in her own
right and proper person, and
as administratrix of Levi C
Thayer, deceased, & others

Defendants.

This Cause came on this day in vacation
in pursuance of a decree entered thereon the
22nd day of October AD 1881, to be again heard
on the papers formerly read, and was argued
by Counsel.

On consideration whereof the Court by consent
of parties doth over rule the plea to ^{the} jurisdiction
of this Court filed the second day of March
AD. 1880. by the defendant. Laura P Thayer in
her own right and proper person and as
Administratrix of Levi C Thayer deceased to
which plea, a general replication was filed
by the plaintiff the 16th day of October AD 1880.
and doth decide that this Court hath jurisdiction

of this Cause, and the right to take Cognizance
of and to hear and determine the same, and
it appearing to the Court that the debts against
the estate of said Levi C Thayer amount to
at least the sum of \$1375.⁴⁰ exclusive of
the debt due to R. W. Stiers, and that the only
personal assets of the estate are the sum of
\$36.²⁴ in ^{the} hands of the Administratrix afore-
said and the equity of redemption in a
certain steam saw mill property and its
appurtenances upon which there appear
to be several liens by deeds of trust or otherwise
to secure the payment of certain alleged debts,
the estimated value of which mill property
is from \$500. to \$600 and that there are no
rents and profits arising from the real estate
of said Levi C Thayer deceased, the Court
with the consent of parties doth adjudge, order
and decree that Wilbur J Kelly, who is hereby
appointed a special Commissioner for
that purpose, do proceed to sell by public
auction for cash before the Court house
door of Hansemond County, Virginia, on
some County Court day after due advertise-
ment of the time, place and terms of sale
to the highest bidder, all the above mentioned
steam saw mill property together with its
appurtenances including a boiler, engine

shafting; saws ~~puller~~ &c which is now
in the possession of J F Manchester and
belong to the estate of said Levi L Thayer
deceased and is at present located on Shingle
Creek about one mile East of the Town of
Suffolk in said County, and out of the proceeds
of the sale pay all the costs and expenses of
of the sale including to himself, said Com-
missioner a Commission of five per cent on
the gross proceeds of the sale and deposit the
residue ⁱⁿ ~~at~~ the Commercial Bank of Suffolk
as subject to the future order of Court, and
take of the Cashier of said Bank a Certificate
showing said deposit and file the same with
his report which he will make to Court
of his transactions under this decree.

But before proceeding to sell the said saw mill
property, the said Commissioner will execute
before the Clerk of this Court, in his office
a bond in the penalty of (\$1000) One thousand
dollars, with good personal security payable
to the Commonwealth of Virginia and con-
ditioned for the faithful execution of this
decree and all other decrees he may be required
to execute in this cause.

And on the motion of the defendants Laura
P Thayer, David Thayer and Rosalie I the wife
Francis B Plain by Counsel, leave is hereby

given said Laura P Thayer in her own right
and proper person and as administratrix
aforesaid and said David Thayer and
Rosalie I wife of said Francis B Plain in
their proper persons to file their answers
in this cause within sixty days from the
date of this decree.

A Copy:

Teste:

Peter B. Prentiss, Clerk.

Xm

Noville &

+ } Copy taken.

Decr: 1881 -

Thayer



The law requires under this
decree, if the Court of Probate
has been appointed.

Peter B. Prentiss, Clerk
1881. Decr. 27th.

To

The Circuit Court of Staunton County
Virginia:

In pursuance of a decree of said Court pronounced in vacation, the 21st. day of December A.D. 1881 in the cause in Chancery in said Court depending between Geo. L. Sterville, Plaintiff and Levi C. Thayer's Administratrix and others, Defendants, a copy of which decree is herewith attached; the undersigned, appointed Special Commissioner for the purposes named in said decree, respectfully reports to Court, that, as directed by said decree he proceeded to advertise and on the 24th. day of December A.D. 1881 did advertise the saw-mill property of said Levi C. Thayer, mentioned and described in said decree for sale on the terms and conditions named in said decree and having given due notice by printed notices of the time place and terms of sale, did sell on the 9th. day of January A.D. 1882, said saw mill property for cash by public auction before the Courthouse door of said County (the day of sale being County Court day), in two separate parcels as specified in the notice of the sale, a copy of which is herewith filed as a part of this Report; That at said sale P. D. Camp Sr. became the purchasers of said saw mill property as the highest bidders and paid for the same in separate parcels as

follows:

For the First Parcel as specified in said notice,
and for the second parcel.

Total

\$ 700 00
120 00
\$ 820 00

Out of which sum of \$820.
Your Court. has paid as follows:

To 5 per cent coms. allowed by said decree on. \$820. 00 =	41 00
" paid Geo. T. Parker, crier at sale, per rect.	7 00
" " Thos. G. Elam for printing advertisements of sale and publishing notice in "Suffolk Herald", per rect.	6 75
" " D. B. Dunbar for publishing notice of sale in the "Christian Sun" newspaper. per rect.	3 00
" " Susan Boothe one-half year's rent due for the year 1881 for the premises on which the property sold was located. per rect.	7 50
" Amount to Balance	\$ 754 75
	\$ 820 00

\$ 820 00

By Balance brought on.
To Cash deposited at The Commercial Bank of Suffolk, Va. to the credit of the said cause as per said decree & certificate of deposit hereto attached.

\$ 754 75

\$ 754 75

Respectfully submitted this 20th. day of January 1882.

Wilbur J. Kilby
Clerk.

Areville

Ms. } In Chy.
Thayer & al.

Report of Sale
of saw-mill
Property &c

Confirmed 3d. May 1882
by decree in vacation

1882. Feby. 14th. Filed
C.M.

1882 May 4th. Received under decree of 3d. day of
May 1882 in the Chancery cause of Geo. S. Areville
Plaintiff, against Levi C. Thayer's Per. Rep. & others
pending in the Circuit Court of Hansemond County
Va. and of the Clerk of said Court, the certificate
of deposit, which was filed with this Report
and is herein referred to, as showing the de-
posit of the sum of \$754.⁷⁵ at The Com-
mercial Bank of Suffolk, Va. to the
credit of said cause

Wilbur J. Kilby
Clerk.

COMMISSIONER'S OFFICE,
SUFFOLK, NANSEMOND COUNTY, VA., }
May 13, 1881.

TO GEORGE L. NEVILLE, WHO SUES
for the benefit of himself and all other creditors of Levi C. Thayer, deceased.....Plaintiff,
AND

Laura P. Thayer, in her own right and proper person and as administratrix of Levi C. Thayer, deceased; Wilson Gard and Laura E., his wife; Francis B. Plain and Rosalie S., his wife; William Tucker, David Thayer, Martha A. Thayer, Edward H. Thayer, Nancy B. Sibley (widow), Henry Creveling and Louisa B., his wife; Horatio N. Twombly and C. B. Duffield, trustee; Annette Belle Conger, Cornelia C. Conger, Lizzie S. Thayer and Charles B. Thayer, the last four being infants under the age of twenty-one years.....Defendants.

You are hereby notified that I have fixed upon
WEDNESDAY, THE 15TH DAY OF JUNE (1881) NEXT,
to take and settle, at my office, the following
accounts, to wit:

1. An account of the transactions of Laura P. Thayer, as administratrix of Levi C. Thayer, deceased.

2. An account of the real estate of which Levi C. Thayer died seised and possessed, giving a description of the same, with its fee simple and annual value.

3. An account of the outstanding debts due by the said Levi C. Thayer, deceased, or his estate, showing their dignity and priority; and

4. An account of any matters specially stated, deemed pertinent by myself or which may be required by any of the parties to be so stated, required to be taken by the decree of Nansemond Circuit court, rendered on the 14th day of April, 1881, in a suit in chancery depending in said court, in which you are parties, plaintiff 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.

ROBERT R. PRENTIS,
Commissioner.

KILBY AND A. S. WATTS, p. q. my18-4t

Office of the Suffolk Herald,

Suffolk, Va., Oct 1 1881

We 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. ELAM & ~~C. M. BELL~~, Eds Herald.
P. J. Booker

"A Haunted House."

A Newburyport woman, whose husband is at sea most of the time, occupies

3
42,00

942
28 26
28 00
8626

Suffolk, Va., _____ 18

Mr R R Prentiss Commissioner

TO SUFFOLK HERALD, Dr.

Book and Job Printing Neatly Executed.

1887 THE HERALD, \$1.50 A YEAR.

Orders Solicited.

May 18 To Pub Notice G L Neville et al
Vs Laura P Thayer Admrx of L C Thayer
4 inches 4 Times 7 00

At a Circuit Court, continuing held for Nausemond County
the 14th day of April, 1881.

Geo. L. Neville, suing for the benefit of
himself and all other creditors of Levi C
Thayer, deceased. Complainant.

against & In Chancery
Laura P. Thayer in her own right and
proper person, and as Administratrix of
Levi C. Thayer, deceased, & others. Defendants.

This cause in which the Complainant has proceeded
against the defendants, Wilson Gard and Louisa E, his wife,
Francis B. Plais and Rosalie S, his wife, Wm. Tucker,
David Thayer, Martha A. Thayer, Edward H. Thayer, Nancy
B. Sibley (widow) Henry Creveling and Louisa B, his wife,
and Horatio N. Twombly, who are not residents of this
Commonwealth, in the manner prescribed by law against
absent defendants, came on this day to be heard on the Bill
of the Complainant taken for confessed as to all the defendants,
all of
on whom except the said non-residents, and the infant defend-
ants process had been duly executed in this Commonwealth. They
all still failing to appear and demur, plead and answer,
except the defendants, ^{said} Horatio N. Twombly and Laura P. Thayer,
in her own right and proper person, and as Administratrix of
Levi C. Thayer, deceased, and the said infant defendants, and
on the answer of said Horatio N. Twombly and the answer
of said infant defendants, Annette Belle and Cornelia C.
Conger, and Lizzie S and Cha^s B. Thayer, by Peter B. Rensie,
their guardian ad litem, with general replication to said
answers, and on the Exhibits filed with ~~the~~ said Bill, and

on the plea to the jurisdiction of this Court, filed by said Laura P. Thayer, in her own right and proper person, and as administratrix aforesaid, and on general replication to said plea, and was argued by Counsel:

On consideration whereof, the Court, without overruling said plea to the jurisdiction ^{of this Court}, or at this time, considering the questions raised by said plea, but reserving the consideration thereof, by consent of parties, doth adjudge, order and decree, that the defendant, Laura P. Thayer, as Administratrix of Levi C. Thayer, deceased, render an account of her transactions before one of the Commissioners of this Court, and produce before said Commissioner all necessary papers and vouchers in her possession or under her control, relating to her transactions as said Administratrix, to enable the said Commissioner to state the said account, and that said Commissioner, state, settle and report said account to Court, together with an account of the Real Estate of which said Levi C. Thayer, died seized and possessed, giving a description of the same, and its fee-simple and annual value, and an account of the outstanding debts due by said Levi C. Thayer, deceased, or his Estate, showing their dignity and priority; and an account of any matters specially stated, deemed pertinent by himself or which may be required by any of the parties to be so stated.

A Notice of the time and place of taking the aforementioned accounts, to be published once a week for four successive weeks, in a newspaper printed in the Town of Suffolk, Va. shall be equivalent to personal

service of such notice, on the parties to this suit.

a Copy:

Teste:

Peter B. Prentiss. Clerk

Neville, sailing to

25th { Copy Decree, April Term,
1881

Thayer's Admox. to Lali

I.

The Estate of Levi C. Thayer, deceased,
In A/c. with Laura P. Thayer, Administratrix.

1879				
Aug 29		The Administratrix qualified.		
"		To Cash paid Funeral expenses of decedent	55.70	
"		" " " tax on qualif. as Adm ^r .	1.	
31		" " " Expense to Suffolk	3.	
Octo.	1	" " " " " "	3.	
4		By Cash collected on claim agst. W. J. Kilby, Atty. Heslett & Co. through W. J. Kilby, Atty.		488.50
		To fees paid W. J. Kilby Attorney & costs.	114.91	
9		" Cash paid Batchelder & Collins note	50.	
"		" " " taxes for 1878 Tutuio	44.73	
"		" " " " " 1878 Suffolk.	5.83	
"		" " " " " 1879	50.22	
1880	15	" " " Public Ledger advertising	2.75	
Jan.		" " " Expense to Suffolk	3.	
Feb'y	28	" " " Dr. Jas. Parish's bill	2.	
"		" " " affidavits in suit Mink v. Thayer.	1	
May		" " " Expense to Suffolk	3.	
Octo.	12	" " " Burroughs Bro. Attorneys fee	25.	
"		" " " taxes for 1880	46.56	
Nov		" " " Expense to Suffolk	2.	
1881		" " " " " "	3.	
Jan'y.	10	" " " taxes for 1881 Suffolk.	9.43	
		Amounts Carried Forward	\$427.13	\$488.50

1881

Jan

Amounts brought forward	427.13	488.50
To 5% Commissions on receipts	24.43	
" this sum to balance accounts	36.94	
	<u>488.50</u>	<u>488.50</u>

1881

Jan.

By this sum due Estate per contra. \$36.94

II.

An Account of the Real Estate of which Levi C. Thayer died seized and possessed with its fee simple and annual value.

1. A tract of land lying in Cypress Magisterial District in Gloucester County adjoining the lands of Thomas Griggs, William R. Smith and Elisha Norfleets estate, and others containing 555 acres more or less. for which Thayer paid \$1900. in 1866. Its assessed fee simple value is \$2775. Its annual value is nominal, there are no improvements on it of any value and it is not now rented out.
2. A lot of land in Suffolk situated at the Northwest junction of Main and First Streets opposite the Clerk's Office on the West.

Its assessed fee simple value is

\$1200. -

Its annual value is,

Your Commissioner states specially as a matter deemed pertinent that this lot in Suffolk, at the time of Levi C. Thayer's death was subject to the lien of a Deed of Trust executed to C. B. Duffield, Trustee in order to secure a debt due to Horatio N. Twombly; that Willbur J. Kilby by order of Mansfield County Court of 13. December 1880, was appointed Trustee in the place of the said C. B. Duffield the trustee named in the said Deed of Trust (filed as Exhibit D. with Complainant's Bill). - That on the 10. day of January 1881 the said Willbur J. Kilby as substituted Trustee sold at public auction all the property conveyed by the said deed of trust for the sum of \$715. - and after paying the expenses of the sale had a balance in his hands of \$531.⁷¹ which he paid to said H. N. Twombly in part payment of his claim secured by said deed, leaving a balance due to said H. N. Twombly hereinafter reported for which the residue of said Thayer's estate is liable. -

III.

An account of the outstanding debts due by ^{see} Levi C. Hayes, deceased, or his estate, showing their dignity and priority: -

Kelly & Hall

A debt due by open a/c for rent to the Complainant George L. Murrel -

Principal

309.

Int. from 1. Jan. 1880 to 1. Nov. 1881 ^{1 y. 10 m.}

33.99

Prin. & Int. due 1. Nov. 1881

342.99

Kelly

A debt due to Horatio A. Twombly as per ^{note} ~~dated~~.

Principal

1300.

Int. from Nov. 1874 to 3. Dec. 1875

1 y. 1 m. 63 d. at 7 per cents. - 99.34

Credit 3. Dec. 1875

25.

74.34

1374.34

Int. on \$1300. from 3. Dec. 1875 to 14. Jan. 1881

5 y. 1 m. 11 days at 7 p/c.

465.36

1839.70

Credit 14. Jan. 1881 Paid by W. J. Kelly, Trustee

631.71

1207.99

Int. from 14. Jan. 1881 to 1. Nov. 1881. 9 m. 17 d.

67.41

Prin. & Int. due 1. Nov. 1881.

1275.40

The bond bears date 1. Nov. 1873. but the interest is paid up to 1. Nov. 1874. -

Total -

\$1618.39

See Report of Comm.
William J. Kelly filed
17 May 1882

49507

See Report of Comm.
 William J. Kelly
 filed 17 May 1882

The following claims against J. F. Manchester are reported as debts due by said Manchester for which Levi C. Thayer is bound as security to wit:

One note of said J. F. Manchester due R. W. Stires endorsee of Batehew & Collins without recourse to them who were endorsees of Levi C. Thayer the payee for	200.
Int from 8 April 1879 to 1 Nov. 1881 - 29.6. m. 23	<u>30.80</u>
1881. Nov. 1. Prin & Int Due	230.80
One other note of same endorsed in like manner for	150.
Int from 8 April 1879 to 1 Nov. 1881 - 29.6. m. 23	<u>23.10</u>
1881. Nov. 1. Prin & Int Due -	173.10
Totals	paid \$403.90

As security for the above indebtedness of said Manchester the said R. W. Stires holds a note of said J. F. Manchester for \$1100. - dated 21 January 1879, and payable to said Levi C. Thayer and by said Thayer pledged as security for the payment of the said two notes, and this note for \$1100. - is secured by a Bill of Sale for a steam saw mill and appurtenances including a boiler, engine, shafting, saw, pulleys &c from said Manchester to said Thayer dated 21 January 1879 and duly recorded 23 January 1879 in the Clerk's Office of Newsemond County Court.

From the best information the Commissioners can gather the said Mill and fixtures are worth between \$500. and \$600. -

The following claims against Levi C. Thayer's estate were presented to the Commissioner, but no statement is made of them because in the Commissioner's opinion they are barred by the statute of limitations. - In each case more than five years have elapsed from the time the right of action accrued ~~and~~ to the date when the decree for accounts was entered in this cause:

Note due J. N. C. Cole \$100. 1. Jan'y. 1870

Up " David M. Thayer \$295.71. last item dated 14. Octo. 1872.

" " Same 90. - " " 6. June 1870

" " A. J. Hopkins & J. J. Sweeney 232.84 actions accrued 23 Mar. 1873

Commissioner's Office -
Suffolk Va. 30 September 1881 -

To the Circuit Court of Hansemond
County:

The undersigned one of the Commissioners in Chancery for your Honorable Court respectfully reports that in obedience to a decree pronounced on the 14th day of April 1881 in the Chancery cause of George L. Swille &c v. Levi C. Thayer's Administratrix &c he on the 13. day of May 1881 issued the notice required by the said decree fixing upon Wednesday, the 15. day of June 1881 as the time and ~~my~~ ^{his} office in Suffolk as the place for proceeding to execute the said decree. - On the

Day fixed the accounts were not completed, and the matter has been adjourned from time to time until today when the report is concluded.

The accounts may be found on the preceding pages and need no explanation.

Evidences of debt, vouchers etc. are herewith returned.

Given under my hand this 30. day of September 1881.

Robt. D. Prentiss.

Commissioner in Chf.

Fee \$20.

Ward

7.

\$27.

Geo. L. Swillo Jr.

3
3
3
N. 3
Comms Report
30. Sept. 1881

Thayer's Adm. Jr.

Confirmed 3d. day of
May 1882 in all re-
sheets except as to the
parts excepted to, by
exceptions filed the
same day.

1883 Octo. 17th. Some
exceptions sustained and
others over-ruled and this
Report confirmed

1881. Sept. 30th: Filed.
cek.

Neville and others

75

Mayer's personal representative and
others -

This cause came on this day to be again heard
upon the papers formerly read, the Report of
Commissioner Prentiss so far as not heretofore
confirmed, the exceptions of A. J. Hopkins

and J. D. Swaine & said Report, the exceptions
of Laura P. Mayer administratrix of Levi C.
Mayer & said Report, and the exceptions of
J. H. C. Cole & said Report, the answer of
David M. Mayer, the answer of Laura P.

Mayer administratrix of Levi C. Mayer and
Laura P. Mayer in her own right, the
Petition of Godwin and Crocker, the testimony
of witnesses and statements X made at the
bar of the Court shewing the respective
interests of the estate of Levi C. Mayer, David
M. Mayer, the heirs of James N. Mayer, Samuel
J. Mayer and Charles H. Mayer in the proceeds
of the sale of the real estate in the bill mentioned

and was argued by Counsel: On consideration
confirm the said Report of Commissioners Wilbur J. Kilby and Wm. H. Burr-
roughs filed the 28th day of February A. D. 1883, to which no exception has been filed
when the Court do the ~~sustain the exceptions of~~
and do not sustain the exceptions of

A. J. Hopkins and J. D. Swaine ~~are sustained~~
and it is decreed that the said A. J. Hopkins
recover of the & the personal representative of Levi C.
Mayer the sum of \$112 $\frac{17}{100}$ with interest from the

On the Report
of Special
Commission-
ers Wilbur J.
Kilby and
Wm. H. Burr-
roughs being
a Report of the
sale of the land
of Levi C. May-
er deceased
filed the 28th
day of Febru-
ary A. D. 1883
and on

23rd of March 1875, and that L. J. Swaine recover
of the said personal representative the sum of
\$120 ⁴⁰/₁₀₀ with interest from the 23rd of March
1875; and the Court doth sustain the excep-
-tions of Laura P. Mhayer administratrix of Levi C.
Mayer as to the claim of George L. Neville, but
it being admitted by the said personal repre-
-sentative that said ^{Geo. L. Neville} is entitled to compensation for
the use and occupation of the premises mentioned
in his account at the rate of \$4 per month for
58 months subject to the payments credited in
said account - the balance after making
said credits being the sum of \$77. The Court
doth order and decree that Geo. L. Neville recover
of the personal representative of Levi C. Mayer
the sum of \$77 with interest from 1 Jan'y. 1880;
And the Court doth overrule the exceptions
of L. H. C. Cole.

And the debt of Godwin and Crocker in their
petition being admitted, the Court doth decree
that Godwin & Crocker recover of the personal repre-
-sentative of Levi C. Mayer the sum of \$10 - with
interest from April 1. 1875

And it appearing to the Court from the report of
sale of Wilbur D. Kilby, ^{Special Commissioner} of the 15th of May 1882, that
the amount reported by Commissioners Duntiss
as due H. N. Twombly as \$1275 ⁴⁰/₁₀₀ has been
satisfied by payments made by the said

Special Commissioners so as to reduce the said amount to $\$968\frac{27}{100}$ as of the 13th of May 1882, the Court doth order and decree that H. W. Turnbly ~~owner~~ of the personal representative of Levi C. Hayer the sum of $\$968\frac{27}{100}$ with interest from the 13th of May 1882 -

And the Court being of opinion ~~that~~ from the testimony in the record that the brothers Levi C. Hayer, Samuel S. Hayer, ^{James H. Hayer} ~~Charles H. Hayer~~, Charles H. Hayer and David M. Hayer, contributed equally towards the purchase of the tract of land in the bill mentioned called "Culloden" and conveyed to Levi C. Hayer alone on 17th of February 1866, and there was a resulting Trust in favor of the other brothers as against Levi C. Hayer, who held the legal title of the said land as to four-fifths thereof in trust for the other brothers who were entitled to the beneficial interest in the said four-fifths, and being further of opinion that the creditors of Levi C. Hayer are bound by the said resulting Trust, and can only subject to their claims the one-fifth share of Levi C. Hayer in said land and the one-fifteenth of which descended to him from his brother Samuel S. and Charles H. Hayer in said land or its proceeds, the Court doth order and decree that in accordance with Statement X, the estate of Levi C. Hayer is entitled to $\frac{4}{5}$ of the net proceeds of sale of the

land in the bill mentioned called "Culloden" to be
applied pro rata among the creditors of said
Levi C. Thayer above mentioned; that David
M. Thayer is entitled to $\frac{4}{15}$ of said proceeds; Ed-
ward N. Lizzie S. and Charles B. Thayer; the
children of James N. Thayer are each entitled
to $\frac{4}{45}$ each of said proceeds; that Nancy B.
Sibly is entitled to $\frac{1}{15}$ of said proceeds; that Louisa
B. Breveling is entitled to $\frac{1}{15}$ of said proceeds and
Laura P. Thayer is entitled to $\frac{4}{15}$ of said proceeds.
And the Court doth order ^{that} H. D. Kilby and H. H.
Burrongs do withdraw the funds of the purchaser
and collect them as they fall due, or before if he
shall elect to anticipate their payment and
where they are paid, said commissions are ordered to with-
draw from the Commercial Bank of Suffolk the
sum of \$648 $\frac{48}{100}$ and accrued interest ^{now in effect there to the credit of this cause}; And they
are directed to pay out of the said moneys the costs
of this suit unpaid, and they will distribute $\frac{4}{15}$
of said residue among the aforesaid creditors
of Levi C. Thayer pro rata - And they will pay
to David M. Thayer, Edward N. Lizzie S. and
Charles B. Thayer, Nancy B. Sibly, Louisa B.
Breveling and Laura P. Thayer, or Burrongs
& Bro. their Attorneys, the proportion of the said
proceeds decreed them in this decree -
And the ^{special} Commissioners upon the payment
of the whole of said purchase ^{money} by H. A. -

Morgan will convey the tract of land in the
bill mentioned called "Culloden" to the
said purchaser by deed with special war-
-ranty. The said Commissioners will re-
-port their proceedings under this decree to
the Court -

Neville
vs
Mayer

To be entered
Oct 17. 1883.

Geo. M. W.

Copy

Entered 8th Mo 1 page 845-

Aerville

vs.

Thayer & al.

This cause came on this day to be again heard on the papers formerly read therein and on the Report of Special Commissioner, Wilbur J. Kilby made under the decree in this cause of the 4th day of May 1882 and filed the 17th day of May 1882 and was argued by Counsel.

On consideration whereof the Court doth confirm the above-mentioned Report to which no exception has been filed and still reserving the consideration of the answers of David M. Thayer and Laura P. Thayer to the Bill of the Plaintiff and those parts of the Report of Commissioner, Robt. R. Prentiss, filed the 30th day of September 1881, ^{and the examinations of witnesses filed therewith,} ~~which have not~~ as to which parts, said Report has not been confirmed, ^{and also reserving the consideration of} ~~and the ex~~ ^{and the exceptions} of A. J. Hopkins, and J. J. Swaine and J. N. C. Cole and said Laura P. Thayer to said Report and the petition of Godwin and Crocker filed in this cause and the final determination and de-

cession of all issues made thereby and the matters arising out of the same and all other issues in this cause not heretofore decided, but being of opinion that it is necessary to see the real estate of which Levi C. Thayer died seized and possessed for the payment of his debts, which have been reported in this cause, the rents and profits of said real estate not being sufficient to pay them within five years, the Court, with the consent of parties, doth adjudge order and decree that Wilbur J. Kilby and Wm H. Burroughs who are hereby appointed special Commissioners for that purpose, do proceed to sell ~~by public auction~~ to the highest bidder by public auction before the courthouse door of Chausseman County, Va, on some County Court day, the said real estate, consisting of a tract of land situated in Cypress Magisterial District in said County and containing five hundred and fifty five (555) acres, more or less and bounded by the lands of Thomas Griggs, Wm R. Smith, Elisha Burfleets estate and others, retaining the title to said land until the further order of Court

others, after having first had a survey
and plat of said land made if
they, said Commissioners shall deem
the same necessary or advantageous
for the purposes of the sale; and
that they advertise said land for
sale for at least twenty days prior
to the day of sale by posting printed
notices thereof at various public places
in said county and by publication
of said notice once a week for three
successive weeks in a newspaper
printed in the Town of Suffolk, Va.
and that they sell said land for
one-third cash and, as to the balance
of the purchase-money, on a credit
of ~~eight~~ ^{one and two years} ~~and sixteen months~~ and
take of the purchaser separate Bonds
^{wavering the benefit of the homestead exemption}
for said balance in equal sums
with good personal security payable
to themselves according to the credits
to be given as above-specified, and
bearing interest from the day of
sale, and that out of the money
to be paid in cash, they pay the costs
of this suit and expenses of the sale
~~including a fee of \$50.00 to each of~~
~~the counsel for the plaintiffs, Wilbur~~

~~J. Kilby and A. S. Watts and \$50~~
~~to Burroughs & Bro. Counsel for the~~
~~defendants~~ and deposit the bal-
ance of said cash portion of said pur-
chase-money to the credit of this cause
at the Commercial Bank of Suffolk
Va. and take of the cashier of said
Bank a certificate showing said
deposit and file ~~the~~ said certificate
and said Bonds, ~~as~~ subject to the
future order of Court, with their Re-
port, which they will make to Court
of their proceedings under this decree.

But, before proceeding to make said
sale, said Commissioners will execute
before the Clerk of this Court in his
office separate Bonds each in the
penalty of two thousand dollars
with good personal security payable
to the Commonwealth of Virginia and
conditioned for the faithful execution
of this decree and all decrees they
may be required to execute in this
cause.

And with the consent of parties given
in open Court and here entered of record
it is ordered that this suit may be
submitted to the judge of this Court

for decision or decree to be made
therein in vacation.

Aerville

vs.

Thayer & Co

Hauseman County
Circuit Court

Octo 13th, 1882

Decree

To be entered

Geo. T. Blom,

Copied

We consent to this
decree,

Kilby & Watts, Attys. for
Plaintiff and creditors,

Shilladey & Coyle
attorneys for defendants

Entered - Chancery Clerk
Book Vol. - Page 584

Witness,

Averille &c.

vs.

Thayer and al.

This cause came on this day in vacation in pursuance of a decree entered therein the 12th. day of October A.D. 1881 to be again heard on the papers formerly read and on the answers of David M. Thayer and Laura P. Thayer filed the 24th. day of February A.D. 1882 to the Bill of the Complainant and on general replications to said answers and on the Report of Commissioner, Robert R. Prentiss filed the 30th. day of September A.D. 1881 and the examinations of witnesses filed therewith, and on the joint and several exceptions of A. J. Hopkins and J. J. Swaine to the action of said Commissioner, Robert R. Prentiss in not allowing and reporting their claim of \$232.⁸⁴/₁₀₀ against the estate of ~~said~~ Levi C. Thayer and on the exceptions of J. A. C. Cole to the action of said Commissioner, Robt. R. Prentiss in not allowing and reporting in said Report, his claim of \$100.⁰⁰/₁₀₀ against said estate and on the exceptions of Laura P. Thayer Administratrix of said Levi C. Thayer

to the action of said Commissioner in allowing and reporting in his said Report, the claim of said Geo. L. Herille against said estate for rent, amounting to the sum of \$ 342.⁹⁹ of principal and interest, which said exceptions have this day been filed by leave of the Court, and on the Report of Special Commissioner, Wilbur J. Kilby, filed the 14th. day of February A.D. 1882 being a report of the sale of certain saw-mill property and appurtenances, and on the Petitions of Fred. G. Atkinson and Godwin and Crocker and was argued by counsel.

On consideration whereof the Court doth reserve the consideration of said answers and exceptions and the final determination and decision of all issues made thereby and the matters arising out of the same and not now undertaking to determine or decide the same, doth confirm the said Report of Commissioner, Robert R. Prentiss in all respects except as to the parts to which said exceptions have been filed and which may be involved in the issues raised by said answers, and doth confirm the said

Report of Special Commissioner
Wilbur J. Kilby filed the 14th day
of February A. D. 1882, to which no
exception has been filed, and re-
serving the consideration of the said
Petition of Godwin ~~&~~^{and} Crocker and be-
ing of opinion that the said Petitioner
Fred. G. Atkinson, has no valid
claim by lien or otherwise for the rent
alleged in his said Petition to be due
him by J. F. Manchester, upon the sum
of \$754.⁷⁵ which constitutes the net
proceeds of the sale of said saw-
mill property and appurtenances, sold
under proceedings had in this cause,
as appears by said Report of Spec-
ial Commissioner, Wilbur J. Kilby,
doth adjudge order and decree that
said claim of said Fred. G. At-
kinson be not allowed and the
same is hereby not allowed.
And being further of opinion that a suf-
ficient part of said sum of \$754.⁷⁵ is
liable for the satisfaction in full of the
claim of \$403.⁹⁰ and the interest due
thereon, reported by said Commissioner, Robt.
R. Prentiss in his said Report to be due to R.
W. Stires by virtue of the deed of trust, a

copy of which is filed with the papers in this cause, dated the 8th. day of April A.D. 1879 and recorded in the Clerk's office of Tausenoid County Court the 10th. day of April A.D. 1879. which said deed was executed by J. F. Manchester and Levi C. Thayer jointly and secures the payment of said sum of \$403 $\frac{70}{100}$ to said R. W. Stires, and being further of opinion that any balance of said sum of \$754 $\frac{75}{100}$ that may be left after the payment of said claim of said R. W. Stires in full, is liable for the satisfaction of the claim of \$1275 $\frac{40}{100}$ reported by said Commissioner, Robt. R. Prentiss in his said Report to be due to Horatio A. Turnbly and secured by a deed of trust executed by said Levi C. Thayer to C. B. Duffield Trustee and dated the first day of November A.D. 1873 and recorded in said Clerk's office, the 25th. day of November A.D. 1873, a copy of which, marked "Exhibit D" is filed with the papers in this cause which said sum of \$754 $\frac{75}{100}$ is the net proceeds of the sale of said saw-mill property, which was conveyed by said deeds of trust in parts and parcels, bound for the claims aforesaid respectively of said R. W. Stires and said Horatio A. Turnbly and sold as aforesaid for such sums of money included in said sum of \$754 $\frac{75}{100}$ as to make said sum of \$754 $\frac{75}{100}$ liable for the payment of said claims as

above specified, — ^x the Court doth
adjudge, order and decree that said
Wilbur J. Kilby, Commissioner, as afore-
said, do receive of the Clerk of this
Court who will deliver to him and take
of him and file with the papers in
this cause a receipt for the certificate
of Thos. G. Elam Cashier of The Commer-
cial Bank of Suffolk, Va, filed with
said Report of said Special Commis-
sioner Wilbur J. Kilby the 14th day of
February A. D. 1882, showing the deposit
of said sum of \$754.⁷⁵ at said bank
to the credit of this cause and that
said Commissioner, Wilbur J. Kilby, sur-
render said certificate to said Bank
and receive of said bank said
sum of \$754.⁷⁵ and all interest due
thereon and out of the same pay first
in full to said R. W. Mires, ^{or his attorney} said sum
of \$403.⁹⁰ ^{due him} and interest on the sum
of \$350.⁰⁰ ^{due him} part thereof, from the 1st day
of November A. D. 1881 till paid, and
then pay the residue to said Horation
A. Dornbly, ^{or his attorney} in account of the ^{said} sum
of \$1275.⁴⁰ due to him and make
report to Court of his proceedings ~~to~~
~~Court~~, filing with his report proper receipts for the
payments which he is directed to make under
this decree

The Clerk of the Circuit Court of House-
^{County Va}mond, will enter the above decree

Wm. J. R.

May 3, 1882.

In Vacation

Geo. B. R.

Aerville &c
vs. } In Chy.
Thayer & al

Hausmann & County
Circuit Court
In vacation

3d. May 1882

Decree

We consent to this decree

Burringtons & Bro. atty
for defendants and
creditors.

Wilbur J. Kilby & A. S.
Watts attys. for Plain-
tiffs and creditors

Entered C.B. page 572.

Averille & Co.

vs.

Thayer & al.

This cause came on this day in vacation in pursuance of a decree entered therein the 12th day of October A.D. 1881, to be again heard on the papers formerly read ~~therein~~ and was argued by counsel.

On consideration whereof the Court ^{parties} doth over-rule the plea to the jurisdiction of this Court filed the second day of March A.D. 1880 by the defendant Laura P. Thayer in her own right and proper person and as Administratrix of Levi C. Thayer deceased to which plea, a general replication was filed by the Plaintiff the 16th day of October A.D. 1880 and doth decide that this Court hath jurisdiction of this cause and the right to take cognizance of and to hear and determine the same, and ~~doth~~ ~~adjudge~~ ~~order and decree~~ that Wilbur J. Kilby ~~also~~ it appearing to the Court that the debts against the estate of said Levi C. Thayer amount to at least the sum of \$1375.⁴⁰ exclusive of the debt due to R. W.

stires, and that the only personal assets of the estate are the sum of \$36.⁹⁴ in the hands of the Administratrix aforesaid and the equity of redemption in a certain ^{steam} saw-mill property and its appurtenances, upon which there appear to be several liens by deeds of trust or otherwise to secure the payment of certain alleged debts, the estimated value of which mill property is from \$500. to \$600 and that there are no rents and profits arising from the real estate of said Levi C. Thayer deceased, the Court ^{using the contents of parcels} doth adjudge, order and decree that Wilbur J. Kilby, who is hereby appointed a Special Commissioner for that purpose, do proceed to sell ~~at~~ by public auction for cash before the Court house door of Chaussemond County Virginia on some County Court day ^{after due advertisement of the time, place and terms of sale,} to the highest bidder. all the above-mentioned ^{steam} saw-mill property together with its appurtenances including a boiler, engine, shafting, saws pulleys &c which is now in the possession of J. F. Manchester and belongs to the

estate of said Levi C. Thayer deceased and is at present located on Shingle Creek about one mile East of the Town of Suffolk in said County, and out of the proceeds of the sale pay all the Costs and expenses of the sale including to himself, said Commissioner, a commission of five per cent on the gross proceeds of the sale and deposit the residue to his credit as Commissioner in this cause ^{at} The Commercial Bank of Suffolk Va., ^{subject to the future order of Court} and take of the Cashier of said Bank a certificate showing said deposit and file the same with his report which he will make to Court of his transactions under this decree.

But before proceeding to see the said saw-mill property, the said Commissioner will execute before the Clerk of this Court in his office a bond in the penalty of (\$1,000), one thousand dollars ——— with good personal security, payable to the Commonwealth of Virginia and conditioned for the faithful execution of this decree and all other decrees

Service

vs.

Thayer

Circuit Court of
Haustrum County

In Vacations

December 21st 1881

Enter this order.

Geo. B. Lord.

Do the Clerk of the
Circuit Court of Haustrum County.

We consent to this decree

Kilby & Watts for

the Plaintiff & Creditors

E. Spalding atty for R. W. Stiles

Sumner

for the Plaintiff

L. A. Thayer

Chas

he may be required to execute in this
cause.

And on the motion of ^{the defendants,} Laura P. Thayer
David Thayer and ~~Francis B.~~ ^{Rosalie S.} the wife
Francis B. Plain by counsel, leave
is hereby given said Laura P. Thayer
~~to file her answer~~ in her own right and
proper person and as Administratrix
aforesaid and said David Thayer and
Rosalie S. wife of ^{said} Francis B. Plain in
their proper persons to file their answers
in this cause within sixty days from
the date of this decree

Averille

^{vs}
Thayer

With the consent of parties
given in open Court and here entered
of record, it is ordered that this
suit may be submitted to the
judge of this Court for decision
or decree to be made therein in
vacation; and of leave of the Court the
petition of Edwin Swetten is filed

Airville

As

Thayer

12 Oct. 1881

Order

To be entered

Geo. W. W.

We consent to this
order

Wilbur J. Kelly
Counsel for P.L.L.,
Holladay & Hunt
atty for evidence

Entered O.B. No 1 page 550.

Averille

vs.

Thayer & al

This cause in which the Complainant has proceeded against the defendants, Wilson Gard and Louisa E. his wife, Francis B. Plain and Rosalie S. his wife, W^m Tucker, David Thayer, Martha A. Thayer, Edward H. Thayer, Nancy B. Sibley (widow) Henry Creveling and Louisa B. his wife and Horatio A. Twombly who are not residents of this Commonwealth, in the manner prescribed by law against absent defendants, came on this day ~~in vacation~~ to be heard on the Bill of the Complainant taken for confessed as to all the defendants on all of whom except the said non-residents and the infant defendants process had been duly

executed in this Commonwealth
they are still failing to appear
and demur, plead and an-
swer, except the defendants
said Horatio A. Turnbly and
Laura P. Thayer in her own
right and proper person and
as Administratrix of Levi C.
Thayer deceased and the said
infant defendants and on
the answer of said Horatio A.
Turnbly and the answer of
said infant defendants
Annette Belle and Cornelia C.
Conger and Lizzie S. and
Chas. B. Thayer by Peter B.
Procutis, their guardian ad
litem with general replication
to said answers and on the ex-
hibits filed with said Bill and
on the plea to the ~~plea to the~~ juris-
diction of this Court filed by said Laura
P. Thayer in her ^{own} right and proper person
and as Administratrix aforesaid and
on general replication to said plea and
was argued by counsel

On consideration whereof
the Court ~~doth overrule~~ ^{without overruling} said plea to the juris-

or at this time considering the questions raised by said
pleas but reserving the consideration thereof by consent of parties,
diction of this Court, and doth
~~decide that this Court hath juris-~~
~~diction of this cause and the right~~
~~to take cognizance of and to hear~~
~~and determine the same, and~~
doth adjudge, order, and decree
that the defendant, Laura P
Thayer as Administratrix of Levi L
Thayer deceased render an account
of her transactions before one of the
Commissioners of this Court and pro-
duce before said Commissioner all
necessary papers and vouchers in her
possession or under her control rela-
ting to her transactions as said
Administratrix to enable the said
Commissioner to state the said ac-
count and that said Commissioner
state, settle, and report said ac-
count to Court together with an
account of the real estate of which
said Levi L Thayer died seized
and possessed giving a descrip-
tion of the same and its fee-
simple and annual value, and
an account of the outstanding debts
due by said Levi L Thayer de-
ceased or his estate, showing

their dignity and priority, and an account of any matters specially stated deemed pertinent by himself or which may be required by any of the parties to be so stated.

A notice of the time and place of taking the aforementioned accounts to be published once a week for four consecutive weeks in a newspaper printed in the Town of Suffolk, Va, shall be equivalent to personal service of such notice on the parties to this suit.

Aenville & Co.
vs. } In Chy.

Thayer's Admrx. tal

David. Co. Cir. Ct.

April Term 1881

Decree
Be entered

Geo. B. Stod.

✓

We consent to this.

Burroughs & Mrs.
attys for debs.

Kilby & Watts attys.
for Plaintiff &c

Entered Oct. 3, No 1

of 1881.

(Copied)

Neville J^c

N.
Hayer J^c

This day came the parties ~~by their~~
~~Attorneys~~ to this suit by their counsel
and by leave of the Court the Complainant
was allowed to withdraw his replication
filed on the second day of March A.D.
1880 to the plea of the Defendants Laura
P. Hayer in her own right and proper
person and as Administrator of
Levi C. Hayer deceased to the jurisdic-
tion of this Court and said replication
was accordingly withdrawn - And there-
upon by further leave of Court the said
Complainant filed his general replication
to said pleas. And the cause is
continued.)

Neville

N. 3 Decree
3 Oct 1880

Thayer 9th

Transd. Co. Cir. Ct.

October Term 1880

16th, Oct 1880

To be Entered Decree

Geo V. Davis

Entered O. B. No 1

p. 386.

.Copied

S. Neville et al.

vs

Thayer Adams et al.

By consent of parties given in open Court, by their Attorneys Hulbur & Kilby and Burroughs & Bro., and entered of record, this cause is to be submitted to the Judge of this Court, for decision or decree ~~therein~~ to be made therein in vacation.

Neville s.
vs
Hayer et al.

The court & this
decree.

Burrings & Co.
for the defendant.
Killy & Watts for
Plaintiff &c

To be entered
April term 1880.

Geo. B. Coe,

Entered O. B. No 1

p-482

See 2

Amells, suing for himself
& all the creditors of Levi C.
Thayer, decd—

Page 6

against—

Laura P. Thayer & alx

Oct 6

In Chancery

A. J. Hopkins and J. J. Evenden
creditors of the said Levi C. Thayer
did verify to the Referee of com-
missioner Robt R. Prentiss filed
in this cause on the 30th day of
Sept 1881, for this, to wit:—

That the said commissioner
has in his said report agreed
to allow their claims on the
ground that the same
are barred by the statute
of Limitations—

whereas it appears that
this cause of action against
said Levi C. Thayer accrued
on the 23rd day of March 1875, and
this suit was instituted on the
5th day of February 1880— so that
under no circumstances can
it be held that their claim

Seville &

to

Thayer's admn. ltr

Excellencies to
Lofkins Sumner
to Comm. Prntn
Report -

Filed 3d. day of May
1882 in vacation by
leave of Court, but
not considered or
passed upon.

1883 Acto. 17. Considered
and sustained and
claims allowed.

Ewing's admn. ltr
Herguson admn. ltr
33 Gratto. 689

is heard by the Statute =

A. J. Thompson
J. J. Sumner

by Statute ltr

Attorneys

Levi L. Thayer

To Godwin & Crocker

To depending suit brought by

Benj. F. Parker in Civ. Ct.

of Hancock -

\$10.00

This receipt was E. paid 12 1875

1875

Apr 18

Then the content
of Genl. Karaman's
L. C. Thurgood's per red

letter was brought to
5 days it so

G. L. Hewitt

N

Levi C. Thayer's fee of \$

The Petition of Godwin Hooker
respectfully represents that the said Levi
C. Thayer was indebted to them, in the
sum of ten dollars with interest thereon
from 15 April 1875 for legal services rendered
for him in the suit of Perry G. Parker against
him, which is still due and unpaid
and they ask that the same may be allowed
and paid out of the estate of the said
Thayer - and they will ever be

J. F. Hooker

for Godwin Hooker

J L. Hewell
v 3
Levi C. Thompson for def

Petition of
Gordon H. Crocker

Filed by leave of
Court under order
entered 12 Octo, 1881

Cause was heard on this
Petition 3d. day of May
1882 in vacation, but
the claim hereby set up
was not passed upon.

1883 Octo, 17th. Passed
upon and allowed.

W. H. BURROUGHS,
LATE CITY JUDGE.

J. J. BURROUGHS.

All Tax Questions, Municipal and Corporate
Bonds and Public Securities
a Specialty.

— COURTS —

Norfolk and Portsmouth Cities, and Sur-
rounding Counties;
U. S. District and Circuit Courts, Norfolk;
Court of Appeals, Richmond;
Supreme Court, U. S., Washington.

Burroughs & Brother,

Attorneys at Law,

— VIRGINIAN BUILDING, —

P. O. BOX 152.

Norfolk, Va. Oct. 11th 1881,

R. R. Prentiss

Dear Sir,

I would be glad if
you would inform me of the amount
of debts proved before you in Beville
vs Thayer. We wish to defend the
claim of Beville, and as to the claim of
Hopkins & Savaine for monies paid
as surety of Kodges clerk, we will
also defend and wish to submit
some evidence to you as soon as
we can get it in proper shape.

Yrs Int

W. H. Burroughs
Thayer's attorney & heir's

W. H. BURROUGHS,
LATE CITY JUDGE.

J. J. BURROUGHS.

All Tax Questions, Municipal and Corporate
Bonds and Public Securities
a Specialty.

— COURTS: —

Norfolk and Portsmouth Cities, and Sur-
rounding Counties;
U. S. District and Circuit Courts, Norfolk;
Court of Appeals, Richmond;
Supreme Court, U. S., Washington.

Burroughs & Brother,

Attorneys at Law,

P. O. BOX 152.

— VIRGINIAN BUILDING, —

Norfolk, Va. Oct. 11th 1881

Wilbur I Kilby
D. Sir

In the case of Neville
vs Thayer, as the accounts are not
fully taken — I propose for the
purpose of facilitating the progress
of the case, to have a decree entered
submitting the matter to the Judge
in vacation for decree to be
entered —

If you accede to this proposition
inform me, if not write what day
I shall come up. I can come any day
except Wednesday —

Send a note to Peritt's & please
hand to him
Yrs Truly
W. H. Burroughs

W. H. BURROUGHS,
LATE CITY JUDGE.

J. J. BURROUGHS.

All Tax Questions, Municipal and Corporate
Bonds and Public Securities
a Specialty.

---COURTS---

Norfolk and Portsmouth Cities, and Sur-
rounding Counties:

U. S. District and Circuit Courts, Norfolk:
Court of Appeals, Richmond;

Supreme Court, U. S., Washington.

Newell
Hayer

P. O. BOX 152.

Burroughs & Brother,

Attorneys at Law,

ACADEMY OF MUSIC—ROOMS 1 & 2.

Norfolk, Va. Oct 10th 1882

Wilbur D. Kilby
Dear Sir,

I had hoped to have the deposition
to sustain the answer of the Hayers taken
long ago, but have not succeeded.

Miss Hayer has been quite sick several times
this summer, at the time when it was considered
for me to attend to the taking of testimony.

I told her a few days ago, that we could not any
longer resist the sale of the land—I will call the
part of the Hayers, the heirs of Levi & the other brothers
consent to a sale at this term and you can obtain
a consent decree for the sale, reserving the
questions raised by the answers, as to the dis-
position of 4/5 of the proceeds of sale.

I will also agree to make the case a vacation
cause, so that we may dispose of the other questions
in the case at an early day.

I have made arrangements to take over

depositions on the 1 day of November, that is the
earliest day that I can devote to the matter.

If that suit you, I will take them in Portsmouth
on that day, you waving notice, or if you wish
it I will give the formal notice.

As I recollect the matter it was understood that you &
myself would be the Special Commissioners -

There would be no objection to a decree distributing
the fund in hand pro rata among all creditors, leaving
the amount due the creditors whose claims are excepted
& in bank ~~about~~ the exceptions are disposed of - or it
might stand until a sale, and then have the exceptions
disposed of in vacation, and a distribution made.

If it is absolutely necessary I will come up on
Saturday - Thursday & Friday I shall be en-
gaged in our Co-operation Board -

Very truly & Yours

W. H. Burroughs.

If you deemed it necessary
for me to enclose anything
to the decree send it down
& I will enclose & return
at once 10th Nov. 19

D. H. SHOWERS & CO.,
GENERAL MANAGERS,
N. E. Cor. 5th and Walnut Sts.,
PHILADELPHIA, PA.

OFFICE OF

National Law and Collection
Association.

Collections promptly and safely made
in any part of the world.

W. H. Burroughs
J. J. Burroughs.

BURROUGHS & BRO.,

Attorneys and Counselors at Law,

In Re
Neville

VIRGINIAN BUILDING,

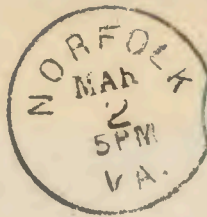
vs.
Thayer et al. } Norfolk, Va., March 2^d 1880.

Dear Sir,

Enclose a plea, which
I wish filed at the March Rules
1880 in the suit of Neville vs
Thayer et al.

Enter the appearance of
Burroughs & Bro for Laura P.
Thayer administratrix of Lev.
C. Thayer - and Laura P.
Thayer, at the March Rule 1880.
Send me a copy of the Bill,
charging to Laura P. Thayer adms.
Yours & yrs.
W. H. Burroughs.

If not delivered within 10 days, to be returned to



Peter B. Prentiss Esq.
Clerk of Nansemond Co.
Suffolk
Virginia.

To all whom these Presents shall come:
Know Ye, that J. G. Smith, Administrator of
the Estate of Suffolk, County of Gloucestershire
and State of Virginia, am indebted unto
Lewis C. Thayer of Western Branch Town-
ship, County of Suffolk, State of Virginia,
in the sum of three hundred dollars, being
for the value of the Steam & Mill Horse and the
Horseing Mill, and all the appurtenances
thereunto belonging, ^{for the sum of}
the Payment of a sum of Eleven Hundred Dollars, and the
Interest Thereon from the date hereof to
the said Lewis C. Thayer, & J. G. Smith Administrator
do hereby, Sell, Transfer and assign to the
said Lewis C. Thayer the property described
in the following

Schedule, to-wit:

All of the above mentioned Mill & property
with the exception of the Bins - One
40 Horse Power Boiler - One 36 inch Dia.
40 feet of Shafting - 10 feet of Counter
Shafting - Three sets of Gearing -
Three Iron Hangers - Two Iron Pulleys.

4 feet in diameter, 6 inches deep — One Iron
Pulley 1 1/2 feet in diameter, 8 inches deep —
Seven Wood Pulleys, 2 feet in diameter, 3 and 6
inches deep — One Set Iron Bars — One
Set Pulley Hooks and Gears — One Large
Turning Lathe — One Set of Cone Pulleys
and Gears — One Set of Turning Tools —
One Groover and Edger — Two Long Saw
Tables and Stands — Three Small Saw
Tables and Stands — One Cut-off Saw
and Frame — One Set of Pulleys for Lath
12 ft Saw — One 20 inch Saw — Three Hand
Saws — Four Hand Saws — Four Hand
Saws — 3 ft 6 inch of Beltting, 2-3- and 4
inches — Three Iron Vices — Two
Machinists' Chisels — One Wire & Bender
One Wire Cutter — One Fine Lathe —
One Fine Cutter —

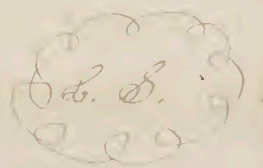
All of the said property to be placed in
the Bill as per Schedule, & provided
Always, and this Mortgage is on the
express conditions, that if the said
J. Frank & Manchester, shall pay to the

said Levi C. Thayer the sum of eleven hundred dollars, with interest thereon as follows - To be paid in four annual payments as follows - First year to pay the interest thereof - Second year three hundred dollars and interest - Third year four hundred dollars and interest - Fourth year four hundred dollars and interest - The above Principal and interest to be paid semi-annually at 6 per centum, which the said J. Frank Manchester hereby agrees to pay, then this transfer to be void and of no effect; but in case of non-payment of the said debt or any one of said installments or parts thereof as above agreed and specified, and interest, at the time above mentioned then the said Levi C. Thayer, shall have full power ^{thirty days after such non-payment} to enter upon the premises of the said party of the first part, or any other place or places where the goods and chattels aforesaid may be, to take possession of said property to sell the same and the proceeds to apply in payment of the above debt, and in case the said

Levi C. Thayer, shall at any time sell
the said property as aforesaid, it shall be
lawful for him to take possession of said
property, and to sell the same at public
or private sale, previous to the time
above mentioned for the payment of said
debt, applying the proceeds as aforesaid,
after deducting all expenses of the sale
and the keeping of said property. If
from any cause said property shall
fail to satisfy said debt, interest costs
and charges, I covenant and agree, to
pay the deficiency.

In Witness Whereof, I have hereunto set
my hand, and seal, this the Twenty first
day of January in the year of our Lord
one thousand eight hundred and twenty
nine.

J. F. Manchester



I hereby acknowledge to have received
of Levi L. Thayer the various pieces
and parcels of chattel estate spe-
cified and named in the fore-
going mortgage or Bill of sale,
said chattel estate being as spe-
cified above the property of said
Thayer, subject to the conditions
of said Bill of sale, he having
this day loaned the same to me
and left them in my possession
subject to his order.
Witness my hand and seal this 21st. day
of January 1879.
J. F. Manchester Seal

In The Clerk's Office of Nausemond County Court, The 23rd.
day of January, 1879.

This Mortgage together with the memorandum thereto appended
was acknowledged by J. F. Manchester, and thereupon admitted to
record.

Teste,

Peter B. Prentiss. Clerk.

^{xmd}
J. F. Manchester

To { Mortgage

Levi C. Thayer

1879
Jan. 23rd: Received in
the Clerk's Office, certified,
HAR

Received and Booked
R. 210 -

For & paid - - \$ 235
ck

Geo. L. Neville &c
vs } In Chancery -
Thayer's Adm.^r &c

The petition of Fred^k. G. Atkinson respectfully represents that J. F. Manchester, one of the parties to the above styled suit, was his tenant and is indebted to your petitioner for rent of the premises occupied by him from the 1st day of November 1880 to the time when the saw mill and appurtenances were sold under the Decree of Trust by Wilbur J. Kilby, as shown by his report filed in the cause, at the rate of \$15⁰⁰ per month, or a total sum due your petitioner for rent of \$215⁰⁰, as shown by certified copy of a judgment against the said J. F. Manchester, in favor of the said Fred^k. G. Atkinson, herewith filed; and your petitioner prays that the same may be allowed him and paid out of the proceeds of sale of the said J. F. Manchester's mill and appurtenances, no part of the said debt having been paid, and the said Manchester being utterly insolvent.

And your petitioner will ever pray &c.

Fred^k. G. Atkinson
By Geo. A. Wright, his Attorney.

Geo L. Neville &c
v
Shayer's Adm^{rs} &c

Petition of
Fred^{ck} G. Atkinson.

A judgement obtained in the Clerk's Office
of the Circuit Court of Hansemond County.
and confirmed at a Court held and closed
for the said County on Tuesday the 11th day
of April 1882.

J. G. Atkinson

Plaintiff

Against J. F. Manchester in the case in reumpset.

J. F. Manchester

Defendant.

The judgement obtained at Rules not having been
set aside and the plaintiff being now entitled
to a final judgement, it is therefore considered
that the plaintiff recover against the defendant
Two hundred and fifteen dollars, the sum
in the declaration mentioned, with interest
thereon, at the rate of six per centum per an-
num, from the 10th day of January 1882. till paid,
and his costs, by him, about his suit, in this
behalf expended.

and the said defendant in money or.

costs

A copy

Clerk. \$4.10

Fee:

Allos Tax 3.50

Peter B. Pentis. Clerk.

Stiff. 50
\$ 8.10^c

The following is a copy of the account upon which
the foregoing judgement was obtained
"J. F. Manchester to J. G. Atkinson
1882. Jan 10th To Rent of building, billing saw & axes from Nov 1st 1880
to Jan 10th 1882. being 143 days @ \$15.00 per mo \$2145.00
In 2. from 10th Jan 1882, till paid.
Fees:

Peter B. Pentis. Clerk.

^{Wm. H. Wright Esq}
J. G. Atkinson

vs { Copy Judgement in

J. F. Manchester

Cause heard on this
Petition 3d. day of
May 1882 in vaca-
tion and the claim
herely set up. not
allowed.

Suffolk Jan 21st 1879.

I. hereby agree to pay Levi C. Thayer
the sum of Eleven Hundred Dollars
with interest thereon as follows: To be
paid in four annual payments as
follows. First year, to pay the interest
thereon. Second year, Three Hundred Dollars
and interest. Third year, Four Hundred Dollars
and interest. Fourth year, Four Hundred Dollars
and interest. The above principal and interest
to be paid. Semiannually at 6 per centum
J. F. Manchester.

I hereby assign and transfer all my right title ^{and}
interest in this note to B. F. Batchelder Trustee
to secure the payment of four notes made by J. F.
Manchester to me and endorsed by me to Batchelder
& Collins; said notes bear date April 8/79 and are for
\$50⁰⁰/₁₀₀; \$100⁰⁰/₁₀₀; \$150⁰⁰/₁₀₀; + \$200⁰⁰/₁₀₀ respectively see
deed of trust dated April 8/79 signed by me and
J. F. Manchester to B. F. Batchelder Trustee.

~~L. L. Thompson~~

I hereby assign all my right as trustee
for Batchelder & Collins in this note to
R. H. Stiles he having purchased notes from
Batchelder & Collins
April 23rd 1881. B. F. Batchelder Trustee.

1882 Jan. 9th.

The sum of \$754.⁷⁵ is hereby credited on this
note in part payment of the same, being the
net proceeds of sale on 9th day of January 1882, of
the saw mill property conveyed by J. F. Manchester as
security for this note by his mortgage dated 21 Jan. 1879
and recorded 23d. Jan. 1879 in Wasenond County.



\$150 ⁰⁰/₁₀₀

Norfolk, Va., April 8th 1879

1350⁰⁰ Eighteen months days after date, I promise to pay to
the Order of Wm. C. Thayer

One thousand and fifty **DOLLARS**

At the Bank of Business Norfolk Va
without defalcation, for value received. And we, maker and endorser, do hereby waive the benefit of
our Homestead Exemption as to this debt. And it is agreed upon by the parties that the interest on
this Note be at the rate of 6 per centum per annum. from date

J. F. Manchester

1783
164-55
C
Pay to order of Batchelder
& Collin

Geo. Thayer
Pay to order of R. W. Stires
Batchelder & Collins
without recourse

This note has been paid
by Wilbur J. Kilby, Comr.
See his Report in the
Chancery suit of Geo. L.
Acrille against Levi C
Thayer's Per. Rep. & al in
Harrison County
Circuit Court
15 May 1882



\$200⁰⁰
24¹⁰

Norfolk, Va.,

April 8th 1879

Two years days after date, I promise to pay to
the Order of L. C. Thayer

Two Hundred

DOLLARS

At the Bank of Barne & Co Norfolk Va

without defalcation, for value received. And we, maker and endorser, do hereby waive the benefit of
our Homestead Exemption as to this debt. And it is agreed upon by the parties that the interest on
this Note be at the rate of 6 per centum per annum. from date

J. L. Manchester

225.57

C

Pay to order of Batchelder
& Collins.

L. C. Thayer
Pay to order of R & Stiles
Batchelder & Cooney
without recourse to us.

This note has been paid
by Wilbur J. Kilby, Comr.
See his Report in the
Chancery suit of Geo.
L. Beville against
Levi C. Thayer's Per. Rep.
& others in Hausmann
county circuit Court
15 May 1882

Municipal Office.
Portsmouth Va August 29th 1881.

City of Portsmouth Trust.

I Rellaarsbaer a Commissioner in Charge
of the Bank of Trustees of the City of Portsmouth
do certify that R. W. Ellis personally appeared
before me in the City aforesaid and made
oath before me that the three several notes
filed herewith are his property, and due
and payable according to the tenor of them
and their endorsements.

Given under my hand this 29th day
of August 1881.

Rellaarsbaer
Commissioner,
City of Portsmouth.

Willschals

no. } In Chay.

Thayen Chals

Notes of
R.W. Stiles

—

This Deed made this 8th. day of April in the year eighteen hundred and seventy nine, between J. F. Manchester and L. C. Thayer parties of the first part, and B. F. Batchelder (Trustee) party of the second part, and Batchelder Hollins of the third part.

Whereas by deed of Mortgage bearing date January 21st. AD, 1879 and duly recorded June 23rd. 1879, in the Clerk's Office of Nausaund County Court, the said J. F. Manchester did convey to said L. C. Thayer certain Mill property therein mentioned, including boiler Engine shafting, saw, pulleys, &c. in trust to secure to said L. C. Thayer the payment of the sum of Eleven hundred dollars (\$1100⁰⁰/₁₀₀) as evidenced by a Non negotiable Note made by said J. F. Manchester to said L. C. Thayer, bearing date June 21st. AD, 1879 and payable in installments, as follows: the first year the interest due thereon; the second year, three hundred dollars and interest; the third year four hundred dollars and interest; the fourth year, four hundred dollars and interest, and whereas since the making of said Note and deed of Mortgage, the said J. F. Manchester has purchased from said Batchelder Hollins, one forty horse boiler, which he desires to place into his Steam Mill in Nausaund Co. with the other property conveyed to said L. C. Thayer, and said J. F. Manchester desires to secure to said Batchelder Hollins the payment of the sum of five hundred dollars due on account of said purchase of boiler from them, and the said L. C. Thayer has offered to secure said Batchelder and Hollins the payment of said sum of money, by endorsing the said J. F. Manchester's notes for the said sum of five hundred dollars, and has further agreed to convey in trust, all his right, title and interest in said deed of Mortgage and note for eleven hundred dollars to secure the

payment of said notes amounting to five hundred dollars given by said J. F. Manchester to L. C. Thayer and endorsed by him to said Batchelder & Hollis in payment of said boiler furnished by them to said Manchester.

Now this deed witnesseth that in consideration of the premises, the said J. F. Manchester and L. C. Thayer do grant unto the said B. F. Batchelder (Trustee) the following property, to wit: all their right, title and interest in and to all the mill property conveyed to said L. C. Thayer, by said J. F. Manchester, by his Deed of Mortgage dated January 21st. AD, 1879, hereinbefore mentioned, also the boiler purchased of said Batchelder & Hollis to be hereafter placed into said Mill, near Suffolk, Hanseman Co, Va: and also all interest in said note of Eleven hundred dollars made by said J. F. Manchester to said L. C. Thayer, and which has been assigned as security with said deed of Mortgage by said Thayer.

In Trust to secure to said Batchelder and Collins, of the City of Norfolk, Va, the payment of the sum of Five Hundred dollars as evidenced by four promissory notes made by said J. F. Manchester, all of them bearing even date with this deed and being payable to the order of L. C. Thayer at the Bank of Burdett, Son & Co, Norfolk, Va. the first note being for fifty dollars and payable six months after date; the second being for One hundred dollars, payable one year after date; the third being for One hundred and fifty dollars, payable eighteen months after date, and the fourth being for two hundred dollars payable two years after date. all of the said notes bear interest from date, at the rate of Six percent per annum, and all of said notes have been endorsed by said L. C. Thayer to Batchelder

Collins.

In the event of the default in the payment of the said notes or either of them, at the period they shall fall due, sale may be made by the said Trustee, after having first given notice of the time, place and terms of said sale, by advertisement in one or more of the newspapers printed in the City of Norfolk, for at least ten days; and it is agreed that this trust shall be executed in compliance with the provisions of Chapter "113 Section 6". Code of Va: Edition of 1873.

Witness the following signatures and seals.

J. F. Manchester



L. C. Thayer

City of Norfolk to wit:

I, Edward Spalding, a Notary Public for the City aforesaid in the State of Virginia, do certify, that J. F. Manchester, whose name is signed to the above writing, bearing date on the 8th day of April, AD. 1879, has acknowledged the same before me in my City aforesaid. Given under my hand this 8th day of April AD. 1879.

Edward Spalding. N.P.

City of Norfolk to wit:

I, Edward Spalding, a Notary Public, for the City aforesaid, in the State of Virginia, do certify that L. C. Thayer, whose name is signed to the above writing, bearing date April 8th, 1879, has acknowledged the same before me in my City aforesaid. Given under my hand, this

8th day of April, 1879.

Edward Spalding.
N.P.

In The Clerk's Office of Nausemond County Court, the 10th.
day of April, 1879.

This Deed of Trust was received, duly certified, and
thereupon admitted to record.

Teste:

Peter B. Prentiss. Clerk

A Copy:

Teste:

Nausemond County Court
Clerk's Office, Jan'y: 5th: 1881

Peter B. Prentiss. Clerk.

X^{ms}

Manchester & Thayer

To { Irish Deed

Butcherholder and Collins

(A Copy)

R. W. Stines

clerk

The last two notes - one
of \$200. and one of
\$150. due under this
deed, have been paid
in full to R. W. Stines
the holder thereof, under
decree of 3d. May 1882
in vacation

VALUABLE
Land and Timber
Near Suffolk
FOR SALE!

By authority of a decree of the Circuit Court of Nansemond county, Va., pronounced the 13th day of October, 1882, in the cause in chancery in said court depending between Geo. L. Neville, plaintiff, and Levi C. Thayer's administratrix and others, defendants, the undersigned, appointed special commissioners for that purpose, will sell by public auction, to the highest bidder, on court day,

Monday, December 11th, 1882,

before the Courthouse of said county, in Suffolk, Va., all that certain parcel of land of which said Levi C. Thayer died seised and possessed, situated about three miles south of Suffolk, in Cypress Magisterial district, and immediately on the line of the railroad of the Suffolk Lumber Company, and on the west side of the county road leading to Somerton from Suffolk, and containing five hundred and fifty-five acres, more or less, by survey, and bounded on the north by the lands of Robert R. Smith and Elisha Norfleet's estate, on the east by the lands of Harrison Willis and John M. Galbraith, on the south by the lands of said Elisha Norfleet's estate and Wm. L. Rogers and others, and on the west by the said county road leading from Suffolk to Somerton and by the land of Wm. R. Smith, formerly the land of Thomas Griggs.

About 175 acres of the above land have excellent original growth of pine timber on them, from which 2,500 or 3,000 cords of first-class wood or a large quantity of excellent lumber may be cut for market. The balance of the land is open and cleared land suitable for farming purposes.

TERMS.—One-third of the purchase-money to be paid cash, and one-half of the balance in one year and the other half in two years, each installment bearing interest from the day of sale, and the purchaser to give separate bonds in evidence thereof, with good personal security, and waiving the benefit of the homestead exemption.

Possession of the land given at once, but the title will be retained until the further order of Court.

A plat of the land may be seen at the office of Wilbur J. Kilby, in Suffolk, Va.

WILBUR J. KILBY,
WM. H. BURROUGHS, } Commissioners.

PARKER & BRINKLEY, Criers.

November 1, 1882.

STEAM Saw-Mill Property FOR SALE!

By authority of a decree of the Circuit court of Nansemond county, Va., pronounced, in vacation, the 21st day of December, A. D. 1881, in the cause in chancery in said court depending between Geo. L. Neville, plaintiff, and Levi C. Thayer's Administratrix and others, defendants, I shall offer for sale, in two separate parcels, by public auction, before the Courthouse of said county, on County court day,

Monday, January 9th, 1882,

the following Steam Saw-Mill Property, which is now in possession of J. F. Manchester (in daily use and good running order), and is located on Shingle creek, at the terminus of the Dismal Swamp Canal, about one mile east of Suffolk, Virginia, and only a short distance from the Seaboard and Roanoke railroad—to wit:

First parcel, to be sold together as a whole: One steam saw-mill engine with good 40-horse-power boiler, 40 feet of good iron saw-mill shafting with four iron pulleys, two small saw-tables, one frame and arbor for a large saw, with several cone-pulleys and feed-works attached to the frame; one saw-carriage, three head-blocks, one carriage-track, one good large 24-inch cut-off saw with frame, one forge, one good anvil, and two grinding stones.

Second parcel, to be sold together as a whole: Twenty-five feet of iron shafting in good condition, two iron pulleys of 4 feet diameter and 6-inch face, three iron pulleys of 2 feet diameter and 8-inch face, three iron hangers (at Stever's Station), three pieces of counter shafting from 2 to 4 feet long, for use in pulleys; three sets of shaft coupling, five wooden pulleys of 2 feet diameter and 2, 4 and 6-inch face; one beveled iron gear, two wooden roller-heads, one large turning lathe, one set of cone-pulleys and hangers, one groover and edger, two large saw-tables and arbors, three small saw-tables and arbors, one cut-off saw-frame with pulleys, one 20-inch saw, three 16-inch saws, two 12-inch saws, two 10-inch saws, some old rubber and leather belting 2 and 3 inches wide, three iron vises, two chucks for rounding the ends of broom and mop-handles, one wire-bender, one wire-cutter, one set of zinc-crimpers, and one zinc-cutter.

Persons desiring to purchase are requested to examine the above property before the day of sale.

 TERMS CASH! 

WILBUR J. KILBY, Commissioner.

GEO. T. PARKER, CRIER.

December 24, 1881.

STEAM Saw-Mill Property FOR SALE!

By authority of a decree of the Circuit court of Nansemond county, Va., pronounced, in vacation, the 21st day of December, A. D. 1881, in the cause in chancery in said court depending between Geo. L. Neville, plaintiff, and Levi C. Thayer's Administratrix and others, defendants, I shall offer for sale, in two separate parcels, by public auction, before the Courthouse of said county, on County court day,

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A plat of the land may be seen at the office of Wilbur J. Kilby, in Suffolk, Va.

WILBUR J. KILBY,
WM. H. BURROUGHS, } Commissioners.

PARKER & BRINKLEY, Criers.

November 1, 1882.