1885-003
Nansemond Co. (Suffolk) Chancery Causes: John Vermillion etc vs Admx of Jesse Parker et al

Poyner, Gray, Williams, Eley, Butler

Virginia:

At Rules in the Clerk's Office of the Circuit Court of Nansemond County, on Monday the 3rd: day of March, 1884

John Vermillion, suing for the benefit of himself and all other persons, Creditors of Jesse Parker, Junior, deceased, who may make themselves parties, on the usual terms. Complainant.

Against } In Chancery

Mary Parker, Caroline Parker, Martha V. Parker, John J. Parker, James Parker, Joseph E. Payner, John T. Payner, Jr., James L. Grey and Addie E. his wife (late widow of said Jesse Parker, Jr: deceased) in her own right, and as Administratrix of said Jesse Parker, Jr: deceased; John R. Copeland, Trustee, and Hugh C. Parker and Birdie L. Parker the last two being infants under the age of twenty-one years. Defendants.

On the Motion of the Complainant, by Counsel, Peter B. Prentis is appointed guardian ad litem, to defend the infant defendants in this suit: And, it is ordered, that the said guardian be notified of his appointment, by serving on him a copy of this order.

Teste:

Peter B. Prentis: Clerk.

1884. March 3rd: I hereby acknowledge service of the foregoing order, and that I have received a copy thereof.

Peter B. Prentis.
Gdn: ad litem

John Vermilion &c

Wm Z Jn Chauncey

Jesse Parker Jr's Admx:
&c:

Order upon Q: granted
Citem

Know All Men by These Presents,

THAT WE, R. H. Rawles and Hersey Woodward,

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of Fifteen hundred (1500) 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 18th day of October, in the year one thousand eight hundred and eighty-four, and in the 109th year of the Commonwealth. And we hereby waive our homestead exemption as to this obligation.

THE CONDITION OF THIS OBLIGATON IS SUCH, That if the above bound R. H. Rawles,

who has ~~this day qualified before the~~ by a Decree of the Circuit Court of Nansemond County, pronounced on the 10th day of October, 1884, in the Chancery Cause of John Vermillion &c. (Plaintiffs) against Jesse Parker's Admr. & others, Defendants, been appointed Special Commissioner to sell certain Real Estate in said Cause described, shall faithfully discharge his duties as such Commissioner under said Decree and all other Decrees which may hereafter be rendered 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~~.
Peter B. Scales,
Clerk of said Court

R. H. Rawles (SEAL.)
Hersey Woodward (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

R. 76 - Rawles, J. & C. Commr.

To

Bond

Commonwealth.

1884.

Octo: 18th: Executed & filed

CHANCERY SUMMONS.

The Commonwealth of Virginia,

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

YOU ARE HEREBY COMMANDED TO SUMMON Mary Parker Caroline Parker Martha V Parker, John J Parker, James Parker grandson of Joseph John J Poyner jr James L Gray, and Adelie E his wife (late widow of said Jesse Parker jr deceased) in her own right and as Administratrix of said Jesse Parker jr, deceased, John R Copeland Trustee and Hugh C Parker and Birkie L Parker, the last two 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 John Vannicleon, suing for the benefit of himself, and all other persons, creditors of Jesse Parker junior, deceased, who may make themselves parties on the usual terms etc.

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 25 day of February 1884, in the 108th year of the Commonwealth.

Teste: Peter B. Prentis Clerk.

Kilby pro

John Vermillion
suing &c

Vs } Levied in Chy

Mary Parker and others

In March Rules 1884

Executed this 26th day
of February A.D. 1884
by serving a copy here
of on Martha V Parker.

C.L. Quinn Deputy
for F.L. Slade Sergt
of the City of Norfolk

Fee of 50 cents paid by
Wilbur J. Kilby

Ro: B. Not. Sergt
Cor C

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY - GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Mary Parker, Caroline Parker Martha E Parker, John J Parker, James Parker, Joseph E Poyner, John T Poyner jr, James L Gidley and Addie E his wife (late widow of said Jesse Parker jr deceased) in her own right and as Administratrix of said Jesse Parker jr. deceased John R Copeland Trustee, and Dwight E Parker and Birdie L Parker, the last two 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* John Vermillion suing for the benefit of himself and all other persons creditors of Jesse Parker junior deceased, who may make themselves parties on the usual terms &c

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 25 *day of* February *1884, in the* 108th *year of the Commonwealth.*

Teste: Peter B. Prentis *Clerk.*

Filed Feby 5. 9

John Carmichael, Sheriff &c

to

Mary Parker &al:

To Bench Writs, 1884

Exd: 13. M. 1. Feb 2

Executed Feby: 27th: 1884, and a true Copy hereof delivered to Mary Parker, Caroline Parker, Martha V. Parker, John J. Parker, James Parker, Josephine E. Poyner, John J. Poyner, Jr:, James L. Gray and Adelia E. his wife (late wife of Jesse Parker, Jr: deceased) (in her own right, and as administratrix of the said Jesse Parker, Jr: deceased, and John R. Copeland, Trustee, each.

Jno. T. Cox Dy: for John L. Folsom, Sheriff of Nansemond County.

Recd of R. H Rawles Special Commissioner in the case of John Vermilion et als vs Jesse Parker Admx et als Fifteen dollars clerks fees and one dollar and half writ tax, full costs including dismissal

$15.00
1.50
16.50

Peter B. Prendis. Clerk

1

$5.00

Recd of R H. Rawles Five Dollars in full
for services in ~~Compton v Abbott~~
Vermilion vs Jesse Parker's Admx et als
Dec 1 1882

J. T. Cox Dept Sheff

Recd of R. H Rawles Special Commissioner in the case of John Vermilion vs Jesse Parker Admr etals the sum of Twenty five dollars as Commissioners fee approved by the Court.

$25.00 Nov 14th 1884

Robt R Prentis
Comm'r in Chancery

STATEMENT.

THOS. G. ELAM, PROP'R. J. E. BOOKER, MANAGER.

Suffolk, Va., Nov 11 188 4

Mr R H Rawles

To SUFFOLK HERALD, Dr.

FINE * BOOK * AND * JOB * PRINTING

188 4

May 28	To Pub Comrs Notice Vermillion Vs Parker	9 00
Oct 24	54 Bills Sale of Parker Lot in Suffolk	1 25
		10 25

Nov 14 '82 Rec'd Payment

J E Booker

Manager

Suffolk Va. Nov 10th 1884 Recd of ~~John T Cox~~
R H Rawles Special Commissioner in the case
of Vermillion vs Jesse Parker Admx for one Track of Land
Five dollars for Crier's services.
$5-00 "

J. T. Cox
Crier

Suffolk Va. Nov 10th 1884. Recd of R H Rawles.
Special Commissioner in the case of Vermillion vs
Jesse Parker Admx for other Tract of Land
Five dollars for Crier services.
$5 00 "

J. T. Cox
Crier

COURTS:
Nansemond, Isle of Wight and Southampton Counties, and United States District Court at Norfolk, Va.

OFFICE OF C. H. CAUSEY,

Attorney at Law.

Suffolk, Va., ... 188

Recd of R H. Rawles Special Commissioner
Forty two dollars and twenty seven cents
amt due me in the case of Vermilion et al
Jesse Parker's Admx et als as ascertained
by the special commissioners report.
Dec 11 1884
$42 27/100

Addie E. Ivey
per J. L. Ivey her Husband

_____ after date

_____ or order,

_____ DOLLARS,
100

And _____ hereby waive the benefit of _____ Homestead

_____ day of _____, 188

_____ SEAL

_____ SEAL

_____ true and lawful

_____ name to appear in the Clerk's Office of the _____

of Virginia, in an action of debt to be brought against _____

_____ on the above bond

confess judgment thereon against _____ for the sum of

_____ DOLLARS,
100

ay of _____, 188 , till paid, and the costs

release all manner of error in the entering said judgment, or any

, this _____ day of _____, 188 .

_____ SEAL

_____ SEAL

Recd of R.H. Rawles special Commissioner
One dollar + Eight cents in full
of the amt coming to me in the
case of John Vermelin et als vs
Jesse Parker Admx et als $1.08. March
17 1884.

A. S. Eley
C. C.

4

Recd of R. H. Rauber Special
Commissioner forty five cents
in full of amt due to and
coming to me in the case of
John Kermillion et als vs Jesse
Parker admx et als. March
17 1884.

J. M. Butler

cents
45 "

If not called for in 10 days, return to

C. H. CAUSEY,

ATTORNEY AT LAW,

SUFFOLK, VA.

19429 17/20 Acres

Sun Print, Suffolk, Va.

$1300 00/100

SUFFOLK, Va., September 18th 1880

Sixty — Days after date I promise to pay unto

The Farmers Bank of Nansemond — or order,

negotiable and payable at the Office of Discount and Deposit of the

FARMERS BANK OF NANSEMOND, in Suffolk, without offset

Thirteen Hundred — 100 Dollars,

for value received; and it is agreed upon by the parties that the interest on this Note shall be payable in advance; and we, principal and endorsers hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the Maker.

Jesse Parker Jr.

$\$ 2000 \frac{00}{100}$

On demand I _____ promise to pay unto A. S. Eley _____ his Heirs, Executors, Administrators or Assigns, the just and full sum of Twenty Two _____ DOLLARS and _____ CENTS, current money of the United States. for value received, and it is agreed upon by the parties that interest on this Note shall be at the rate of _____ per cent. per annum; for the payment of which I bind my self, my Heirs, Executors and Administrators firmly by these presents; and I hereby waive the benefit of my Homestead Exemption as to this debt, obligation or contract.

As witness my hand and seal this 29th day of April in the year of our Lord one thousand eight hundred and seventy-Nine

Postoffice Address:

Jesse Parker Jr (Seal)

(Seal)

Lisse Parker Jr.
Bond $32.00

Commercial Bank

$ 50 00/100 Suffolk, Va., Sept 27th 1880.

Sixty Days after date I promise to pay unto

James A Butler or Order, negotiable and

payable at the **Commercial Bank of Suffolk,** in Suffolk, Va.,

without offset, Fifty 00/100 DOLLARS,

for value received; and we, maker and endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the maker.

Jesse Parker Jr.

October 13th 1870

Paid on the within note
$12.50 Paid by R. E. Cammack
for Jane Parker
To J. M. Butler agt

Mr Jas M Kuthen

1880 To Jesse Parker, Jr

Dec To goods for Wife . 27.80

Received of Mrs Addie Parker administratrix of Jesse Parker Jr the sum of Twenty dollars for enclosing lot in Cedar Hill Cemetary

January 1st 1881 R. A. Channell

Recd of Addie E. Hunt
one hundred and twenty
five dollars for Lumber
and Building house &c
Jany 31st 1884

I. T. Hunt

Suffolk Va. June. 10th 1881

Received of Addie Parker the sum
of forty five dollars ($45.00) in full
for burial expenses of husband.

Hellen Holt

Received from Mrs Jesse Parker
forty nine dollars ($49.00) for
defending her husband, Jesse Parker.
W. B. Baker Atty

SUFFOLK, VA., March 16th 1881

Mr Jesse Parker

Bought of James R. Baker,

[SUCCESSOR TO BOOTHE & BAKER.]

DEALER IN

Dry Goods, Notions, Ready-Made Clothing, Boots, Shoes, Hats, Groceries, &c.

TERMS

1880

Sept	30	Bal on Tail		$ 4 65	
Oct	2	1 Bbl Flour		7 00	
	13	1 Pair Child Shoes		1 50	
	27	3 Lbs Salt		09	
Nov 1880	26	Bal. on Flour		3 00	
Feb	9	1 Wht. Counterpane		2 00	
	21	1 pr. shoes		1 75	
	22	5 yds. Calico	8	40	
		1 pa. Las. shoes		2 00	
		1 " " "		2 25	
		1 " Child's "		1 50	
	23	1 " Shoes		2 25	
			Cr.	28 39	
	23	By 1 pr. shoes		2 00	$26 39
June	10	" Error in bill		1 50	
		" Cash		24 89	$26 39

Rec'd of Mrs Addie E. Parker
Payment in full of above acct
J. R. Baker
Jr

Mr. Jesse Parker
$26.39

Suffolk July 16th/81

Mr Jesse Parker Dr to

To C. W. Williams agt

To Whisky	2.00	
" Cash	35.00	
" "	9.70	
" Whiskey	3.00	
" Cash	3.00	
" "	20	
" "	5	
" Whiskey	50	
" Wood	60	
" Whisky	50	
" one Stove	5.00	
	$59.55	
By Cash		6.00
	$53.55	6.00
Received payment	6.00	
	47.55	

H 5-0
I 5-0
6.00
C W Williams 00

on full from Noble & Parker in full.

April 17/20

COMMERCIAL BANK.

#14049

$45— SUFFOLK, VA. July 16th, 1881.

Sixty Days after date I promise to pay unto V Bracey or Order, negotiable and payable at the COMMERCIAL BANK OF SUFFOLK, in Suffolk, Va., without offset, Forty five 100 DOLLARS, for value received; and we, maker and endorsers, hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the maker.

Jesse Parker. Addie Parker

12805 Pleas

This note was paid in full by mrs addie Parker after the death of Jesse Parker

Thos J Allen
Executor

Virginius Dabney

Suffolk Stove Depot.

MONTHLY STATEMENT.

Suffolk, Va., June 17th 1881.

Mr. Jessey Parker Jr edgl

To GEO. W. MATHEWS, Dr.

Dealer in Stoves & Tinware,

WASHINGTON SQUARE.

1880 May 22	To Repaire on Stove pipe	35
	putting on tin Roof	
	14½ X 12 at 7¢ per foot	12.25
	To putting on old piece	25
	taking off old Roof	25
	To 1 fire Back for Stove	1.10
	To 1 Brace	25
	To 1 Rod	10
	1 top oven plate	1.50
	1 Rounde eye	25
	1 Long Ends Bar	75
	1 night Lamp	35
		$17.30
	Cash to Mr Parker	5.00
		$12.30
	To Six weeks Board for Palmer at 11 per month	16.50
		$ 5.80

Mrs Addie Parker

Please favor me with a remittance, and oblige,

Yours truly,

GEO. W. MATHEWS.

All Available Text Successfully Captured

Suffolk, Va., June 8th 1881

Mrs Jesse Parker.

To HENRY R. CULLEY, Dr.

PRACTICAL BRICKLAYER AND CONTRACTOR.

☞ *LIME Kept Constantly on Hand for Sale.*

1881	To digging Grave	$2,00
Suffo:	Oct. 22, " Rec'd Payment	
	H. R. Culley	

Mrs Parker
A/c
$2,00

Book & Job Work Neatly Executed. | Established 1844. | Subscription, $2.00 Per Year.

SUFFOLK, VA., Dec 28, 1880.

Mrs Jesse Parker Jr

To D. B. DUNBAR, Dr

PUBLISHER OF

THE CHRISTIAN SUN.

D. B. DUNBAR, Proprietor. | Rev. J. Pressley Barrett, Editor.

1880

Oct 1	To advertisement in Sun 3 months		$5 00
	Received Paid D B Dunbar by E. E. Wrenn		

Asher Parker Jr
$85.00
1880

A. S. DARDEN, President. THOS. G. ELAM, Cashier.

The Commercial Bank

OF SUFFOLK.

Suffolk, Va. June 10 1881

Rec'd of Mrs addie Parker sixty two 14/100 Dollars in full for a note of Jesse Parker Jr for $62.00 Dollars dated Dec 22 1880 & due Feb 23 1881 & int to same to date

Thos G Elam
Cash

In pursuance of the decrees of the Circuit Court of Nansemond County, Virginia, pronounced respectively the 12th. day of October A. D. 1878 and the 10th. day of April 1878 in the Chancery cause in said Court depending between Jesse Parker and others, Plaintiffs and Joseph Poyner and others, defendants, the said Jesse Parker was directed to pay to the following named persons the following sums of money as the proceedings had in said cause will show, to wit:

By said decree of 12th. day of October 1878

To Mary Parker, his mother.	$ 22 04
" Jas. Parker, his brother	24 41
" John J. Parker, his brother.	24 41
" Caroline Parker, his sister	24 41
" Martha V. Parker his sister	24 41
" Jos. & John Poyner, his nephews then under now over 21 years of age, jointly	24 41
Total	$ 144 09

And by said decree of 10th. day of April 1878,

To Caroline Parker, his sister,	66 67
" Peter B. Prentis, Clerk of Court his fees.	10 00
Total	$ 220 76

1882 March 13th. Received of Mrs. Addie Parker Two hundred and twenty and 76/100 dollars in full of the amounts due according to the above statement to the persons named above

Wilbur J. Kilby
Atty.

Received in full of all demands to date of C W Williams for Mrs Addie Parke for building two houses three hundred twenty five dollars.

May 20th 92 Walters & Jones

19904

20296 23/26 Mch

$1250.00

SUFFOLK, Va., Jan 22d 1881

Sixty Days after date promise to pay unto

The Farmers Bank of Nansemond or order,

negotiable and payable at the Office of Discount and Deposit of the

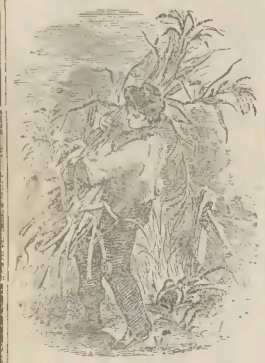
FARMERS BANK OF NANSEMOND, in Suffolk, without offset

Twelve hundred & fifty ——— 00/100 Dollars,

for value received, and it is agreed upon by the parties that the interest on this Note shall be payable in advance; and we, principal and endorsers hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the Maker.

Jesse Parker Jr



Sun Print, Suffolk, Va.

I assign to Mrs Addie E. Parker
the within note together with
the security there for without
recourse to the Farmers'
Bank of Nansemond
John A. Chelton Cas.

Amt of Principal & Interest on the 6th of March
1884, $1475.00 of which
there is this day paid
$1410 cts

Costs

Clk.	$15.00
Atto. Hoyt	16.50
Sheff: Hours?	5.00
Sgt. City & Marshal's fees & Bailiff	50
Comm. in Ch.	25.00
Printer	9.00
	$71.00

t a Court held for Nansemond County, the day of
188 , this bond was executed and acknowledged in open Court by the
to the same, the securit justifying, and ordered to be recorded.

Teste:

$ 963.75
250
1213.75

1/3

500
.06
12/800

1.50
1.00
2.50

363.75
250
866.25

92

5-31.47
-5
-45

668.39

Tax	15.00
Ann	5.00
Meals	10.00
Repair	10.00
Cams	19.62
	$59.62
Balance	$0.25
	$149.87

$65.25
25.00
$0.25

Excuse typoch

A CARD FROM JUDGE RAWLES.

SUFFOLK, VA., February 15th., 1884.

It having been published in the *Portsmouth Times* that a petition would be presented to the Legislature asking for my removal. I respectfully call the attention to the testimonials below, coming from the best Democrats of this county, and if necessary the number can be increased to any extent desired. I do not know what the charges are to be, nor who signed the petition, but I am reliably informed that *not a single member of my bar* signed it. I have been told that the party most prominent in getting it up is a man whom the Democrats of Nansemond have always refused to support for any office, though like Barkis "he has always been willin." I know that although he was a Democrat, he was made a justice of peace by me, *on his own motion.*

Respectfully,

R. H. RAWLES.

CLERK'S OFFICE OF
NANSEMOND COUNTY COURTS,
Suffolk, Va., February 14th., 1884.

To the Honorable, the General Assembly of Virginia:

Having learned that an effort, on the part of a few of the citizens of this county, has been or is about to be made, having for its object, the removal from office, by your Honorable body, of the Hon. Richard H. Rawles, our county Judge, I trust that you will pardon me for the liberty I now take, in thus addressing you in connection with that effort, hoping that you will give no heed to such a proceeding. I am now and have been Clerk of the Courts of this County for more than *thirty years* and from my opportunities of judging. I hesitate not, to declare that Judge Rawles is fully qualified and fitted for his office—that he has always presided with dignity, and has ever manifested and maintained a courteous hearing to all the members of the bar as well as to the officers of the court; that since his promotion to the bench he has never failed to hold a regular term of his court, that his docket is generally cleared, *that not one of his rulings or decisions has ever been reversed*; in a word that his duties have been discharged, according to my judgement, faithfully and promptly. I will here state that while I have never taken an active or demonstrative part in the political affairs of our State or Nation, I am known as a *Pronounced Democrat*, having voted that ticket all my life, say for more than forty (40) years.

I shall be most happy to learn that Judge Rawles is not to be removed.

With consideration of high regard and respect.

Yours Very Respectfully,
PETER B. PRENTIS,
Clerk of the Circuit and County Courts.

SUFFOLK, VA., February 15th., 1884.

To the General Assembly of Virginia:

I am a Democrat and have been Sheriff of Nansemond County for ten years. Judge Rawles has conducted his court with promptness, dignity and ability. He has always been courteous to the bar and the officers of the court, and I know of no reason why he should be removed.

J. L. FULGHAM,
Sheriff of Nansemond County.

From the acknowledged political leader of the Democratic party in Nansemond County.

SUFFOLK, VA., Feb. 13th., 1884.

Dr. John Lawson:

Dear Sir: I understand that Mr. John M. Cowling is in Richmond for the purpose of prefering charges against Judge R. H. Rawles, of our county. If so it is a mistake, and the matter should be dropped at once. I have had a long interview with Judge Rawles in reference to county affairs, and find him very fair in his views. * * * * * I think that any attempt to remove him would do more harm than good to us and our cause. A majority of the bar are opposed to any action of the Legislature, and you will find but few that will testify except with reluctance. My own impression is after a full survey of the whole matter that if there is any movement on foot it should be stopped. Judge Rawles, if let alone will make us a good judge. Very Truly Yours,

E. B. BRITT.

SUFFOLK, VA., Feb. 14th., 1884.

Hon. John W. Lawson, House of Delegate.

Dear Sir: There is a rumor circulating about this place that a move has been made to apply to the Legislature to remove Judge R. H. Rawles from the bench of this County. I was sorry to hear this, because I think that he makes as good a judge as any we should get, and I further believe that *his removal would injure the Democratic party in this county;* it would certainly do it no good. Judge Rawles has been an attorney for the "Farmers Bank of Nansemond" for some years, and he has always discharged the duties of an attorney for the Bank, promptly, faithfully and with ability. I know of no just cause for his removal. The writer of this has always deem a *Democrat* and is a Democrat now, and has never acted with any other party.

Very Respectfully,
JOHN R. COPELAND,
President of the Farmers Bank of Nansemond.

SUFFOLK, VA., Feb. 14th., 1884.

To the General Assembly of Virginia:

Having heard it rumored that charges were to be preferred against Judge R. H. Rawles, I desire to state that he has for several years been a Director of our Bank, and also attorney for same. As such he has discharged his duties faithfully, and to our entire satisfaction, so much so that the Bank has never lost a penny by or through his counsel, or by his neglect. It is generally conceded that he has been a good judge and I know of no cause for his removal. I am and always have been a Democrat.

Respectfully,
W. H. JONES, JR.
Cashier Farmers Bank of Nansemond.

SUFFOLK, VA., Feb 14th., 1884.

To the General Assembly of Virginia:

I am and have always been a Democrat. I have known Judge Rawles intimately for a long time. He is a gentleman of high character and good deportment. I have always thought he was an honest and upright judge, and have never known anything to the contrary. He has acted as my attorney for some time, and always to my satisfaction. I believe it would be a mistake for the Legislature to proceed against him, and know it would injure the Democratic party to remove him.

Very Respectfully,
W. H. GAY,
President Suffolk and Carolina Railroad Company.

Clerk	$ 15.00
Attorney	16.50
Sheriff Drummond	5.00
Sgt. Serpell	5.00
Commissioners	25.00
Premier	9.00
"	1.25
Auditor	10.00
Reeds	10.00
Report	10.00
Commission	19.62
	120.62
	364.75
	$ 484.37

230
301
531
15 000
462
$ 19.62
201
6.62

5.81
487
44

15.00
5.00
10.00
10.00
19.62
81.75
$ 150.87

115
15.0
$ 2.65

29.20
.037/10
8760
2044
$ 1.0804

12.40
.037/10
3720
868
.4588

1143
.037/10
3429
7145
$ 42.27

292
7
2044

$ 1143.15
29.20
12.40
1184.75

1184) 14.0000 (.3.70
3552
8480
8288

1184
.037/10
3552
825
43.77

42.27
.45
1.08
43.80

118
7
825

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ~~SOUTHAMPTON~~ Nansemond COUNTY—Greeting:

WE COMMAND YOU TO SUMMON R. H. Rawles

to appear before the Judge of our Circuit Court of Southampton County, at the Courthouse thereof, on the first day of November Term, 1884, to testify and the truth to speak on behalf of Mary R. Barrett in a certain matter of controversy in our said Court depending and undetermined between Jno. H. Bogart & others plaintiffs and Mary R. Barrett defendant, and this the shall in no wise omit, under penalty of law. And have then there this writ.

WITNESS, J. B. PRINCE, Clerk of our said Court, at the Courthouse, this 24th day of Oct 1884 in the 109th year of the Commonwealth.

TESTE: J. B. Prince C.C.

R. H. Rawlex

Alfred Gray
Esqr J.s- inclosed
in all your Profes-
sional Charges:—
The Parts are Roof-
of the Mill & Office
now situated on
the Road
by the Main Spring
Crank by Shaft & Gray.

Addie E. Parker Admx of Jesse Parker Jr.
To his Estate.
To amount of chattel property found in
his possession at his death:-
1 Bed
½ doz chairs
4 Pictures (Family).
1 Cook Stove
1 Desk
1 Safe
about $5.00 of Crockery ware.
1 Table
all of which I had been informed
that I his widow and his two
infant children were entitled to,
and I kept.
His only other personal property was
the few things in stock in his
Millinery Store, which I sold at
public auction for $42 28/100.
This is all that ever came into
my hands & and did not
begin to pay his Burial expenses.
If his life had not been insured
for a large amount for my benefit
and the benefit of his infant
children we would have been penniless
at the public charge.
Sworn to Addie E. Parker Addie E. Gray.

Sworn to before me this 20th day
of June 1884

R H Rankin Notary Public

The Estate of Jesse Parker Jr decd
In Account with Addie E. Gray
formerly the widow Addie E. Parker.

To Amt Paid	Hall & Hoke Burial Expenses	$ 45.00
" " "	Dr. P. B. Baker Medical Bill	49.00
" " "	J. R. Baker Store Bill	24.89
" " "	C. W. Williams "	47.55
" " "	Commercial Bank	45.00
" " "	G. W. Matthews agt	5.80
" " "	H. R. Culley, Grave	2.00
" " "	D. B Dunbar Advt	5.00
" " "	Commercial Bank	62.14
" " "	W. J. Kirby for Jesse Parker	220.76
" " "	Walker & Jones for Building 2 Horses on Jesse Parker's land	325.00
" " "	J. T. Hunt for building one Stove on said Parker's land	125.00
" " "	R. A. Channel for lot &c	20.00
" " "	Bal. due on note formerly held by Farmers Bank of N-	65.00
		$ 1042.14

Sworn to before me by Addie E. Gray this 20th day of June 1884

R. H. Rawls
N. P.
"

1884 10 10
1882 5 20
2. 4. 20

1042.14
42.28
999.86

We ask that you report that
Jesse Parker Jr died seized and
possessed of
1st " His interest, being one sixth part,
in the land assigned to his
mother as her Dower, but which
will or not come into his
Absolute possession until her death.

2nd " The lot in the rear of the "Home
Place." But this is subject to the
Expenses of three buildings put on
same by Mrs Addie E. Gray (formerly
Parker) since her husbands death
and out of her own Private funds
said Expenses for said three buildings
being $450.

3rd " Jesse Parker Jr was seized and possessed
of the "Home Place" — But he had in
his life time created a lien thereon
for $ 300 ~~00~~ in favor of Farmers
Bank of Drakesmond, by note and
deed of trust, which he never paid —
But which after his death was ~~paid~~
purchased from said Bank by
Addie E. Parker out of her own funds
together with the security (deed of trust)
for same.

And this Court was afterward sold at public auction after having first been duly advertised according to terms mentioned in said deed, by Jno R. Copeland Trustee at the instance and request of Addie E. Gray (formerly Parker) who was then the beneficiary. The said sale was open fair and bona fide, and was made without any notice that this particular property was the subject of this pendency; the said property sold well and was purchased by the said Addie E. Gray (formerly Parker) Your Commissioner is of the opinion that this property is not subject to the ~~debts~~ debts of Jesse Parker Jr. In the terms above set forth.

Vermilion &c

v.

Parcais Admx &c

Vouchers in support of administration account, and evidences of debts proved returned with the Report of Rob. R. Reeves Commr. in Chancery dated the 25. June 1884. –

To the Hon. Geo. Blow Judge of the Circuit Court of Barrenbund County:-

The undersigned a special commissioner appointed by a decree of the said Court made on the 10th of October 1884 in the case of John Vermillion et als vs Jesse Parker's Admx et als respectfully reports his proceedings under said decree as follows:- that after having given the bond required by the said decree, and having fully complied with all the other requirements of the said decree he proceeded on Monday the 10th day of November 1884, that being Court day, before the Court house door of said County to sell the two parcels of land in the Bill and proceedings mentioned and which he was ordered to sell by the said decree; that he sold them on the terms stated by said decree and at public auction: that the parcel of land marked No 1 in the said decree, and consisting of "one undivided one sixth interest in the land assigned to the widow of Jesse Parker Jr dec'd, to wit, Mrs Mary Parker

subject to the life estate or dower interest of the said Mary Parker; it being the lot situated on East Washington Street, on which it fronts 61 feet and runs back 286 feet & 10 inches," was sold to Thos W. Smith for $230; that the parcel of land marked No 2 in the decree, when it is fully described, was sold to Mrs. Eddie E. Gray for $301. That both these purchasers elected after sale to pay cash for the same and take their deeds; that this commissioner received the whole of the purchase money from both of the said purchasers and has distributed it as follows, paying all the costs in the cause first:— & that he has made both purchasers deeds

Sale of Land marked no 1		$230.00
" " " " " 2		301.00
		$531.00
Paid P.B. Prentis clerk	$15.00	
" auto tax	16.80	
" Shff Nansemond	5.00	
" " Norfolk City	.50	
" R.R. Prentis Comr in chy	25.00	
" Printer for Commrs notice	9.00	
" " " Posters	1.25	
" Auctioneer for Lot no 1	5.00	
" " " " " 2	5.00	
" deed to J.W. Smith	5.00	
" " " Addie E. Gray	5.00	
" Report to Court	10.00	
" Commissions on sale	19.62	
	$121.87	
John Vermillion	366.25	
Addie E. Gray	41.35	
A. S. Eley	1.08	
J. M. Butler	40	
	$531.00	$531.00

Vouchers all here shown to the Court.
All of which is respectfully submitted.

R H Rawles
Special Commissioner

Report of Commission

R H Rawle

COMMISSIONER'S OFFICE,
SUFFOLK, NANSEMOND COUNTY, VA.,
May 27, 1884.

TO JOHN VERMILLION, SUING for the benefit of himself and all other persons creditors of Jesse Parker, Jr., deceased, who may make themselves parties on the usual terms, etc.....Plaintiffs,

AND

Mary Parker, Caroline Parker, Martha V. Parker, John J. Parker, James Parker, Joseph E. Poyner, John T. Poyner, Jr., James L. Gray and Addie E., his wife (late widow of said Jesse Parker, Jr., deceased), in her own right and as administratrix of said Jesse Parker, deceased; John R. Copeland, trustee; Hugh C. Parker and Birdie L. Parker, the last two being infants under the age of twenty-one years.....Defendants.

You are hereby notified that I have fixed upon the 25th day of June next, to take and settle, at my office, the following accounts, to wit:

1. An account of the real estate of which the said Jesse Parker died seised and possessed, together with its fee simple and annual value.

2. An account of all the debts due by the said Jesse Parker, Jr., or his estate, including that of the complainant, specifying their priorities, if any, and which of them waive the benefit of the homestead exemption, and which, if any, are secured by liens upon the said real estate.

3. An account of the transactions of Addie E. Gray as administratrix of Jesse Parker, Jr., deceased, and an account of all his chattel estate which did or ought to have come into her hands for administration.

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.

Which are required to be taken by the decree of Nansemond Circuit Court, rendered on the 11th day of April, 1884, in a suit in chancery depending in said court, in which you are parties, plaintiffs 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.

ROB. R. PRENTIS.
Commissioner in Chancery.

KILBY, p. q.—my28-4w.

Bill for Adv $9.00

Office of the Suffolk Herald,

Suffolk, Va., June 25th 1884

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 ~~& CAMPBELL,~~ Eds Herald.
Pr J E Booker Manager

All Available Text Successfully Captured

At a Circuit Court continued and held for the County of Accomack on the 11th day of April 1844.

John Commodore &c. Plaintiff

against

Sarah Parker &c. Defendants

This Cause came on this day to be heard on the Bill of the Complainant, a Guardian ad litem for certified to all the adult defendants upon whom process had been duly executed, the said defendants to appear, demur, plead and answer, to the exhibits filed with said Bill and upon the Answer of the infant defendants by their Guardian ad litem with general Replication thereto, and was argued by Counsel.

On consideration whereof the Court doth adjudge order and decree that the defendant Isabella E. Parker render an account of her transactions as administratrix of Jesse Parker, deceased, and also an account of all the Estate which did or ought to have come into her hands for administration before one of the Commissioners of this Court, who is directed to examine, state and settle the same and make report thereof to Court, and that the said administratrix produce before the said Commissioner all Receipts, papers and vouchers in her possession or under her control relative to her transactions as administratrix as required by the said Commissioner to state the said account.

And the Court doth further adjudge, order and decree that the said Commissioner do also state and settle the following accounts, and make report thereof to Court, to wit:

1. An account of the real estate of which the said Jesse Parker died seized and possessed, together with it

the Examiner and Record in the Cause

2nd The Account of all the debts due to the said Estate

Particularly to be stated distinguishing ~~what~~ which of the Debts are Desperate, specifying their Amounts, if any and which of them are for the benefit of the Infants examined and reported upon, and Secured by liens upon the said Real Estate, and

3rd An Account of any further Special Matter deemed pertinent by himself or which may be required by any of the Parties to be so stated

And the Court does direct that the Notice of the time and place of taking said Accounts, be published once a week for four successive weeks in "The Suffield Herald" a Newspaper printed and published in the Town of Suffield in said County and that said publication shall be equivalent to personal service of said Notice on the Parties to this Cause. And on the Petition of James E. Gray and Adalie E his wife of their Counsel leave is granted them to file their answers in this Cause within thirty days next after the date hereof.

A Copy

Test:

Peter B. Pentis. Clerk

Vermillion

vs. } In Chy.

Parker's Admx. &c

I.

The Estate of Jesse Parker Jr.
In a/c. with Addie E. Parker (now Gray)
his Administratrix.

1881			
April 11	The Administratrix qualified.		
	By Cash proceeds of sale of stock of Millinery &c		$42.28
June 10	To Cash paid Hall & Hott funeral expense	$45.	
	" " " P.B. Baker M.D. Medical bill	49.	
July 16	" " " C.W. Williams account.	47.55	
June 10	" " " Jas. R. Baker "	24.89	
	" " " Commercial Bank note	45.	
	" " " G.W. Matthews Agent account	5.80	
	" " " H.N. Culley for grave.	2.	
	" " " D.B. Dunbar account	5.	
	" " " Commercial Bank note	62.14	
1882 March 13	" " " W.J. Killey Atty. ownety of partition in chancery cause Parker v. Payne &c	220.76	
May 20	" " " Mathias & Jones for building two houses on decedents land.	325.	
	" " " J.T. Hunt for building house on decedents land.	125.	
	" " " N.A. Channell enclosing burial lot	20.	
	" " " balance due on note formerly held by Farmers Bank Staunton	65.	
	By Balance due the Administratrix		999.86
		$1042.14	$1042.14

1882 May 20	To balance due Admx. per contra	$999.86
1884 Octo 10	" interest 2 yrs. 4 mos. 20 days	143.29
" " "	" Principal & interest due Admx	$1143.15

II.-

The Administratrix reports that no other chattel estate came to her hands for administration.- And no evidence that her statement is untrue has been adduced before the Commissioner.- The articles exempt under the 14 section of chapter 126 Code of 1873 (Poor Debtor's Exemption) were claimed by the widow for herself and her infant children and of course no account has been rendered as to these articles.-

III.-

Real Estate of which Jesse Parker Jr. died seised and possessed, with its annual and fee simple value.-

1. One undivided one-sixth interest in the land assigned to his mother Mrs. Mary Parker.- This lot fronts 51 feet on Washington Street in Suffolk Va. and runs back from said street two hundred and eighty-six feet and ten inches.- There is an old frame dwelling house on it.-
Present value of Jesse Parker's interest subject to his mother's life estate is roughly estimated to be $300.00
It annual value is nominal.-

2. A lot of land in Suffolk fronting on the Suffolk Lumber Company's Railroad about 165 feet, bounded on the East by said Company's land, on the South by the land of the Norfolk & Western Railroad Company's land, 73 feet more or less, on the West by the lands of Willis S. Riddick's Estate and the lands of Mrs. Cowling, and on the North by the land of said Jesse Parker dec'd hereinafter described.

Upon this property the said Addie E. Gray has erected since Jesse Parker's death three frame ~~houses~~ at a cost of $450. as charged in her administration account.

Present fee simple value, estimated, $600.±
Annual value 60.±

3. The "Home Place" of Jesse Parker dec'd upon which he resided at the time of his death fronting on Washington Street, Suffolk, bounded on the North by Washington Street, ~~West~~ East by the land assigned to Mary Parker as and for her dower, on the South by the land of said Jesse Parker last described and West by

Present value, estimated $1700.±
Annual value 150.±

At the date of Jesse Parker's death this last named real estate was ~~under~~ subject to.

the lien of a Deed of Trust to John R. Copeland Trustee, to secure to the Farmer's Bank of Nansemond the sum of $1250.00. The note evidencing the debt was paid off by his widow (now Addie E. Gray) and assigned to her.

Since the institution of this suit the said real estate has been sold under the said Deed of Trust by John R. Copeland Trustee and conveyed by him to the said Addie E. Gray (formerly Parker). The proceeds of the sale were not quite sufficient to pay off the debt secured by the said deed of trust. The balance due, $65.- is charged to the Estate of Jesse Parker Jr. by the said Addie E. Gray in her administration account.

If this sale and conveyance is sustained (and no evidence has been adduced before the Commissioner impeaching it) then the title to this last named "Home Place" is no longer in Jesse Parker's heirs at law, but is vested in Addie E. Gray (formerly Parker).

IV.

Debts drawn before the Commissioner, still due by the Estate of Jesse Parker Jr. decd. - All of equal dignity. -

1. Debt due to John Vermillion. -

Nego. note. Principal $300.-

Int. to 10. Octo. 84. 3 yrs. 6 mos. 14 Days 63.75

1884 Octo. 10. Prin. & int due $363.75-

2. Debt due to Addie E. Gray. -

Balance due on her administration account as shown in Account "I" of this Report. -

Prin. & interest due 10. Octo. 1884. - 1143.15-

3. Debt due to A.S. Clay. -

Bond dated 29. April 1879 Principal 22.

Int. to 10. Octo. '84. 5 yrs. 5 mos. & 11 days 7.20

1884 Octo 10. Prin. & interest due 29.20

4. Debt due to James M. Butler.

Nego. note due 29. Nov. 1880 Principal 50.

Credits $12.50 and $27.50 40.

10

Interest to 10. Octo. 1884 Say 4 years. 2.40

1884 Octo. 10. Prin & Int. due 12.40

" " " Total debts due = $1548.50

Commissioner's Office
Suffolk Va. 25 June 1884.

Vermillion &c
v.
Parker's Admr &c

To the Honorable George Blow, Judge of the Circuit Court of Nansemond County:

In pursuance of the decree pronounced on the 11. day of April 1884 in the above entitled Chancery cause (a copy of which is hereto attached) the undersigned proceeded to execute the said decree.
On the ~~[illegible]~~ 27. May 1884, the notice prescribed by the said decree was issued, fixing upon this day as the time and my office in Suffolk as the place for taking the accounts thereby directed, which notice was published once a week for four successive weeks in the "Suffolk Herald" (a copy of the said notice is hereto attached).
On the five preceding pages will be found the results of your Commissioner's enquiries.
The administration account is supported by legal vouchers, which are herewith returned.

Respectfully submitted,

Fee $25.00

Rob't. D. Pearce
Commissioner in Chancery.

Vermillion V.

Comm'rs

V. Report

Jesse Parker's Adm'x &c.

Dated 25 June 1884

1884. July 10th Filed
Clk.

John Vermillion

vs.

Jesse Parker's Admx. &c.

This Cause came on this day to be heard on the Bill of the Complainant, taken for confessed as to all the adult defendants, upon whom process had been duly executed, they still failing to appear, demur, plead and answer, and upon the exhibits filed with said Bill and upon the answer of the infant defendants by their guardian ad litem with general replication thereto and was argued by counsel.

On consideration whereof the Court doth adjudge order and decree that the defendant, Addie E. Gray, render an account of her transactions as administratrix of Jesse Parker Jr. deceased and also an account of all his chattel estate which did, or ought to have, come into her hands for administration, before one of the Commissioners of this Court who is directed to examine, state and settle the same and make report thereof to Court, and that the said Administratrix produce before the said Commissioner all necessary papers and vouchers in her possession or under her control, relating to her transactions

as administratrix aforesaid to enable the said Commissioner to state the said accounts.

And the Court doth further adjudge order and decree that the said Commissioner do also state and settle and make report thereof to Court.
the following accounts, to wit:

1. An Account of the real estate of which the said Jesse Parker died seised and possessed together with its fee-simple and annual value;

2 An Account of all the debts due by the said Jesse Parker Jr. or his estate, including that of the Complainant, specifying their priorities, if any, and which of them waive the benefit of the homestead exemption and which, if any, are secured by liens upon the said real estate; and

3. 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.

And the Court doth direct that notice of the time and place of taking said accounts, be published once a week for four successive weeks in "The Suffolk Herald" a convenient newspaper, published in the Town of Suffolk in Nansemond County and that said publication shall be equivalent to personal service of said notice on the parties to this cause.

And on the motion of James L. Gray and Addie E. his wife by counsel, leave is granted them to file their answers in this cause within ninety days next after the date hereof.

John Vermillion &c.

vs. } In Chy

Jesse Parker's Admx. &al

Nansemond County
Circuit Court
April 11th 1884

Decree

To be entered

Geo. P. Blow.

Ended Ch. Book [illegible] 657
Copied

Vermillion &c

vs

Parker's Admx et als.

This cause came on this day to be again heard upon the papers formerly read as well as upon the report of Robert R. Prentis a Commissioner of this Court, to which report there is no exception, and was argued by Counsel. On Consideration whereof, the Court doth by consent of parties, endorsed on the back of the decree Confirm the said report, and doth order adjudge and decree that R.H. Rawles who is hereby appointed a special Commissioner for that purpose do proceed, after having first entered into a bond of $1500 with good security approved by the Clerk of this Court for the faithful performance of his duties under this and all other decrees which may hereafter be rendered in this cause, and also after having first advertised the time place and terms of sale for at least twenty days by printed posters which shall be posted up at the Court-house door, on the premises, and at least five other places, & before the Court-house door of this County on some Court

at public auction to the highest bidder
day to sell, the following real estate
belonging to the estate of Jesse Parker Jr
dec'd, to wit:

1" One undivided one sixth interest in
the land assigned to the mother of
Jesse Parker Jr. dec'd, to wit, Mrs Mary
Parker, subject to the life estate or
dower interest of the said Mary Parker;
it being the lot situated on East Work-
ington Street, on which it fronts 51 feet
and runs back 286 feet and 10 inches.

2" A lot of land in Suffolk fronting on
the Suffolk Lumber Co's railroad about
165 feet, bounded on the East by the
said company's land; on the South by
the Norfolk & Western Railroad Co's
land 73 feet more or less; on the
West by the lands of Willis S. Riddick's
estate, and the lands of Mrs Cowling
and on the North by the lands of
Jesse Parker dec'd.

upon the following terms to wit:-
one half cash and the remainder
on a credit of six months, with the
option to the purchaser after the sale
to pay the whole in cash if the
purchaser should so desire, in which

event the said Commissioner is authorized to make to the said purchaser a deed for the said land with the usual covenants of title: otherwise the purchaser is to give bond with good personal security for the deferred payments and the title is to be retained until further order of the Court: Out of the proceeds of such sale the said Commissioner shall pay, first the expenses of this suit, secondly the claim of John Vermillion of $300 with interest from March 26th 1881, in full, and thirdly the remainder of the debts as reported by the Commissioner pro rata until the whole balance of the purchase money is exhausted: but in the event there should be enough of the purchase money arising from such sales to pay the entire indebtedness of the estate as reported by the Commissioner and there be a balance left, such balance shall be paid to the guardian of the ~~et~~ children of Jesse Parker Jr decd.

The said Commissioner is required to report all his proceedings under this decree to this Court.

The Court doth also confirm the sale

of the "Home Place", made by John R. Copeland Trustee at which the widow of the late Jesse Parker become the purchaser, it appearing that it was sold under a deed of Trust made by the said Jesse Parker Jr and his wife in his life time, to secure to the said Farmers Bank of Mocksville the sum of $1300, that the sale was fair and bona fide and the price paid reasonable and proper: and that no exceptions have been taken to the said sale.

Vermillion
vs
Parker & Ors

Decree for Sale

Oct Ter 1884

To be entered

Geo. F. Reeves.

Be entered to this decree.

Wilbur J. Kelly
Atty. for Plaintiff

R. N. Rawls for
defendants

Vermillion et als

vs

Parker's Admrx et als.

This cause came on this day to be again heard on the papers formerly read and upon the report of special Commissioner R.H. Rawles, to which report there was no exception and was argued by counsel. On Consideration whereof the court confirm the said report, it showing that the said Commissioner had sold the lots mentioned in a former decree of this court by which he was directed to sell the same, that he has collected and properly disbursed the purchase money for the same and has made the purchasers deeds as ordered by said last decree; and it further appearing that nothing further remains to be done in this cause it is ordered that it be removed from the docket.

Vermilion et al vs
Porter's adm'x et al

Final Decree

John entered.

April 28th Term 1886.

Geo. Below, J.

The Answer of Addie E. Gray (formerly Parker) to a bill exhibited in the Circuit Court of Natchez County against her, as the late administratrix of Jesse Parker Jr dec'd, and others.

This defendant answering says, that many of the allegations contained in the said Bill of Complaint are true.
That so far as she knows the debt of $300 due to John Vermillion is just and correct; that Jesse Parker died seized and possessed of the lands as stated.
But she further denies the allegations as to the debt ~~of~~ due the Farmers Bank of Natchez. The debt was $1300 – was a just one – was for money borrowed from said Bank by her husband Jesse Parker in his life time to erect ~~on~~ the building now on the "Home Place", said money being secured in its payment to said Bank by a deed of Trust of on the "Home Place" made by her said husband and herself to Col. John R. Copeland Trustee.
That when her said husband Jesse Parker Jr died, she received from an insurance policy on his life the sum of $1666.66 in her own right; the policy being for

$5000 but the other two thirds of the
sum was given to her two children.
That with this money of her own, she
purchased from the Farmers Bank of
Drummond, the note which she it held
a joint her husband's estate, and
had the said note assigned to her
by the said Bank, together with the se-
curity therefor to wit, the deed of trust
securing the same. That she afterwards
as the holder of the said note, ordered
a sale of the "Home Place" - which
was sold by the Trustee Col. Copeland
after due notice: at this sale she
being the highest bidder became the
purchaser, paying for the home
place the sum of $1500 cash.
Hence she claims that as to this property she
was a preferred creditor.
This defendant further says that she has
made a full exhibit of her transaction
as admx which are upon record to this
court by the Commissioner R.R. Prentis.
She claims no dower in the "dower tract"
of Mrs Mary Parker the mother of her late
husband. It is for as she knows this
interest, and the other Tract mentioned
in the bill, not the "Home Place", on

subject to the debts of her late husband.
She further states that she hereby pays
many of her husbands debts out of her
own private funds, that she has made
no charge and claims them as
debts due to her by the estate.
And having fully answered the
prays to be hence dismissed.

Addie E Gray
by Counsel

Sworn to before me by Addie E Gray this
day of 1884

R H Dawley
N.P.

Answer of

Addie E. Gray

In the Circuit Court of Nausemond County, Va.

John Vermillion, Plaintiff

Against } In Chancery

Jesse Parker's Admr. and others, Defendants.

The joint and several answer of Hugh C. Parker and Birdie L. Parker, infants under the age of twenty-one years, by Peter B. Prentis their guardian ad litem, assigned to defend them in this suit, and the answer of said ~~said~~ Peter B. Prentis, said guardian ad litem, to the Bill of Complaint, exhibited against the said Hugh C. Parker and Birdie L. Parker and others, in the Circuit Court for the County of Nausemond by John Vermillion, suing for the benefit of himself and all other creditors of Jesse Parker Jr. deceased.

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, answer and say:

That the said Hugh C. Parker and Birdie L. Parker are infants of tender years and by reason of their infancy, are incapable of understanding, or of 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 the said Respondents pray to be hence dismissed with their reasonable costs in this behalf expended and they will ever pray etc.

(Signed) Peter B. Gentis, Atty at Litem

John Vermillion &c.

vs. } In Chy.

Jesse Parker's Admx. &al.

Answer of the in=
fant defendants

$ 5 7 0.

Norfolk, Va., Jan. 22d 1881

_____ days after date, I promise

to pay to the order of John Vermillion

Five Hundred _____ Dollars,

at the MARINE BANK, OF NORFOLK, VA., without offset, for value received. And we, maker and endorser, hereby waive the benefit of the Homestead Exemption as to this contract.

No. _____ Due 2/26

Jesse Parker Jr

Due in full date 1884. Jesse Parker Jr

John Vermillion &c.

vs. } In Chy.

Jesse Parker's Admx. &c.

"Exhibit E"

Pay to the order of
R. H. Reardon Michael
Jr. comm to me

At a monthly Court held for Nansemond County
the 11th day of April A.D 1881
On the Motion of Addie E Parker, who made oath
as the law directs, and entered into a bond, in the
penalty of Five hundred dollars conditioned according
to law, with Hugh K Williams her surety therein
(who qualified on oath as to his sufficiency) which
said bond being acknowledged by the obligors therein
is ordered to be recorded) Letters of administration on the
estate of Jesse Parker Jr, deceased, in due form are
granted her.

A Copy
Teste:
Peter B. Reuter. Clerk

John Vermillion

vs. } In Chy.

Jesse Parker's Admx.
&al.

"Exhibit D"
filed with the
Bill

This Deed, Made the 18th day of September, one thousand eight hundred and ~~seventy~~ eighty, between Jesse Parker, Jr and Addie E. Parker, his wife, of the county of Nansemond and State of Virginia, of the one part, and John R. Copeland, of the said County and State, chosen as trustee for the purposes herein named, of the other part, Witnesseth: That the said Jesse Parker Jr and Addie E. Parker his wife, do grant, with general warranty, unto the said John R. Copeland, trustee as aforesaid, the following property, to wit: All that tract, piece or parcel of land situate, lying and being in the County of Nansemond in the State of Virginia, and bounded and described as follows: ~~Not situated in the Town of Suffolk on~~ East Washington Street, and bounded as follows: Beginning at a point about 8 feet from the Eastern Corner of a House on said Street, belonging to the Estate of John Parker, deceased, and running East along said Street, about 55 feet: then running South, 210 feet to a post the corner of this lot and another lot fronting on the Narrow Gauge rail road: Then running West along said lot, about 48 feet to the lot first herein mentioned as belonging to the Estate of John Parker, deceased; and then running North, along said lot to the point of beginning, on Washington Street: said lot being part of the real estate which the said Jesse Parker derived title to, as one of the heirs at law and distributees of his father, the late John Parker, deceased,

together with all and singular the appurtenances belonging to the same.

In Trust, to secure to The Farmers Bank of Nansemond of the County of Nansemond in the State of Virginia, the payment of the sum of Thirteen hundred dollars evidenced by a note of even date with this Deed, and payable to the said Bank, Sixty days after date and it is covenanted and agreed between the parties aforesaid, that in case of a sale the same shall be made after first advertising the time, place and terms thereof for ten days, and upon such terms as the said Trustee shall direct, and after paying the expenses of executing this trust, if then unpaid, including a commission of five per cent to the said Trustee, then to discharge the amount of money, principal and interest, then due and unpaid of the said debt; and the residue, if any, pay as the law directs. It is also covenanted and agreed this Deed of Trust shall secure any Note or Notes given in renewal or curtail of the aforementioned Note.

In all other respects this Deed shall be executed according to the law governing trust sales.

The said party of the first part covenants to Keep the said premises fully insured and to pay all taxes and assessments thereon so long as he or his heirs or assigns shall hold the same. In case of default, sale shall be made, and when the said debt shall have been fully paid, the said Jesse Parker can have a Deed of Release, at his own cost and expense.

Witness the following signatures and seals:

Jesse Parker, Jr: (SEAL.)

Addie Parker (SEAL.)

State of Virginia, } To wit:
County of Nansemond

I, R. H. Rawles, a Notary Public in and for the county aforesaid, in the State of Virginia, do certify that Addie E. Parker the wife of Jesse Parker, Jr whose names are signed to the writing above, bearing date the 18th: day of September 1880, personally appeared before me, in the county aforesaid, and being duly examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said Addie E. Parker 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 18th: day of September eighteen hundred and ~~seventy~~ eighty.

R. H. Rawles
Notary Public.

Virginia: } To wit:
County of Nansemond

I, R. H. Rawles, a Notary Public, in and for the said county, in the State of Virginia, do certify that Jesse Parker, Jr: whose name is signed to the writing above, bearing date the 18th: day of September, 1880, has acknowledged the same before me in the county aforesaid.

Given under my hand this 18th: day of September, 1880.

R. H. Rawles
Notary Public

In the Clerk's Office of Nansemond County Court, the 20th: day of September, 1880.

This Deed of Trust was received, duly certified, and thereupon admitted to record.

Teste: Peter B. Prentis. Clerk.

A Copy: Teste: Peter B. Prentis. Clerk.

(Copy)

Xmd

DEED of TRUST.

Jesse Parker, Jr. Dec'd.

To

John R. Copeland Trustee
for
The Farmers Bank of Rappahannock.

"Exhibit C"

Single Deed of Bargain and Sale. H. Anstice & Co., Stationers, 23 Nassau Street, N. Y

This Deed,

made the 2nd day of January in the year of our Lord one thousand eight hundred and ~~seventy~~ eighty-three between Marmaduke Jones of the county of Nansemond and State of Virginia, of the one part, and Addie E. Gray of the said County and State, of the other part, witnesseth: That ~~the said~~ in consideration of the sum of Two Thousand dollars ($2000) in hand paid the said Marmaduke Jones doth grant, with general warranty, unto the said Addie E. Gray, as and for her sole and separate estate and ~~her~~ heirs and assigns, forever, the following real estate, to wit: all that tract, piece or parcel of land situate, lying and being in the County of Nansemond in the State of Virginia, and bounded and described ~~as~~ as follows: a lot or parcel of land, situated, in the Town of Suffolk, on East Washington Street, bounded on the North, by said Street, on which it fronts sixty-three and one half feet (63½) commencing at a point on said Street on the lot on which Addie E. Gray now resides, and running Easterly 63½ feet to the boundary of the Narrow Gauge Rail Road: and then running South along the line of the said Road, one hundred and ninety five and a half feet (195½) to the land formerly belonging to Jesse Parker, Jr: deceased: thence West, fifty-five and one half feet (55½) to a point on the lot on which the said Addie E. Parker now resides, and then North, to the beginning it being the same lot that was conveyed to the said Marmaduke Jones by Jesse Parker Jr: and wife, by deed dated the 15th day of October, 1880, and duly recorded — the said property is hereby conveyed to the said Addie E. Gray, as and for her sole and separate estate, with power to her, to dispose of the same as if she were a feme sole

together with all and singular the appurtenances belonging to the same.

And the said Nunnadukke Jones ~~~~~ covenants that he has the right to convey the said land to the said grantee; that the said grantee shall have quiet possession of said land; that he has done no act to encumber the said land; and that he will ~~execute~~ make such further assurances of the said land as may be requisite.

Witness the following signature and seal.

Nunnadukke Jones [SEAL.]

Witnesses;

Virginia;

County of Nansemond } **To wit:**

I, C. H. Causey, a Notary Public ~~~~~

in and for the said county in the State of Virginia, do certify that Nunnadukke Jones, ~~~~~ whose name is signed to the writing above, bearing date the 2nd ~~~~ day of January 1883 has acknowledged the same before me in the county aforesaid.

Given under my hand this 2nd ~~~~ day of January 1883

C. H. Causey
Notary Public

In the Clerk's Office of Nansemond County Court, the 2nd: day of January, 1883.

This Deed was received, and with the certificate annexed, admitted to record.

Teste: Peter B. Prentis. Clerk

A Copy: Teste:

Peter B. Prentis. Clerk

xmd

(Copy)

Deed of Bargain and Sale.

Mamadutte Jones

TO

Addie E. Gray

John Vermillion &c.

vs. } In Chy.

Jesse Parker's Admx. &al

"Exhibit B"

This Deed,

made the 1st day of October, in the year of our Lord one thousand eight hundred and eighty, between Jesse Parker, Jr. and Addie E. Parker, his wife of the County of Nansemond and ~~in the~~ State of Virginia of the one part, and Nannadeke Jones of said County & State of the other part, **Witnesseth:** That in consideration of the sum of Three hundred dollars, in hand paid, the said Jesse Parker Jr. and Addie E. Parker his wife, do grant with general warranty, unto the said Nannadeke Jones and to his heirs and assigns, forever, the following real estate, to wit: All that tract, piece or parcel of land, situate, lying and being in the County of Nansemond, in the State of Virginia, and bounded and described as follows: a lot or parcel of land, situated in the Town of Suffolk, on East Washington Street, bounded on the North by said Street, on which it fronts Sixty-three and one half feet (63½), commencing at a point on said Street, on the lot on which the said Jesse Parker Jr. now resides, and running East the said 63½ feet to the boundary of the Narrow Guage rail road, and thence running South along the line of said rail road one hundred and ninety-five and one half feet (195½) to the land of Jesse Parker, Jr: thence West fifty-five and one half feet (55½) to a point on the lot on which said Jesse Parker now resides, and thence North to the beginning: with the privilege reserved to the said Jesse Parker, Jr. to have a passage-way on the Eastern side of said lot, on the line of the said rail road wide enough for any ordinary cart or wagon to pass, kept open,

together with all and singular the appurtenances belonging to the same.

And the said Jesse Parker, Jr. ——— covenants that he has the right to convey the said land to the said grantee; that the said grantee shall have quiet possession of the said land; that he has done no act to encumber the said land; and that he will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

Jesse Parker Jr. [SEAL.]

Witnesses:

Addie Parker [SEAL.]

State of Virginia,
County of Nansemond **} To wit:**

I, R. H. Rawles, a Notary Public, in and for the county aforesaid in the State of Virginia, do certify that Addie Parker, ——— the wife of Jesse Parker Jr. ——— whose names are signed to the writing above, bearing date the 1st —— day of October —— 1880, personally appeared before me in the county aforesaid, and being duly examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said Addie Parker ——— 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 1st —— day of October eighteen hundred and eighty.

R. H. Rawls
Notary Public.

Virginia,
County of Nansemond **} To wit:**

I, R. H. Rawles, a Notary Public in and for the said county, in the State of Virginia, do certify that Jesse Parker, Jr. whose name is signed to the writing above, bearing date the 1st day of October, 1880, has acknowledged the same before me in the county aforesaid.

Given under my hand this 1st day of October, 1880

R. H. Rawls
Notary Public

In the Clerk's Office of Nansemond County Court, the 1st day of October, 1880.

This Deed was received, duly certified, and thereupon admitted to record

Teste: Peter B. Prentis. Clerk

A Copy: Teste:
Peter B. Prentis. Clerk

(Copy) X'ind

Deed of Bargain and Sale.

Jesse Parker Jr: & wife

TO

Marmaduke Jones.

John Vermillion & al

vs. } In Chy

Jesse Parker's Admx. & al

"Exhibit A."

John Vermillion &c.

vs

5 Exhibits filed

with the Bill

Jesse Parker's Admr: &c:

In the Circuit Court of Nansemond County, Virginia

John Vermillion, suing for the benefit of himself and all other persons, creditors of Jesse Parker, Junior, deceased, who may make themselves parties on the usual terms etc. Complainant

Against } In Chancery.

Mary Parker, Caroline Parker, Martha V. Parker, John J. Parker, James Parker, Joseph E. Poyner, John T. Poyner Jr. James L. Gray and Addie E. his wife (late widow of said Jesse Parker Jr. deceased) in her own right and as Administratrix of said Jesse Parker Jr. deceased, John R. Copeland, Trustee, and Hugh C. Parker and Birdie L. Parker, the last two being infants under the age of twenty-one years, Defendants.

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

Humbly complaining respectfully represents and shows unto Your Honor, Your Complainant, John Vermillion, suing for the benefit of himself and all persons, creditors

of Jesse Parker, Junior, deceased, who may make themselves parties on the usual terms etc.

That some-time in the year 1850 John Parker of the Town of Suffolk in said County departed this life intestate, seised and possessed of a large lot or parcel of land situated on the South side of, and fronting upon, Washington Street of said Town and bounded on the North by said Street on the East by the land now owned by Exum White, on the South by the Railroad now known as the Norfolk and Western Railroad and on the West by the parcels of land now belonging severally to Thomas W. Smith, Hiram T. Artman, James M. Butler, Geo. W. Wilson and the Estate of Willis S. Riddick deceased.

That the estate of said John Parker deceased was solvent, or he owed no debts for payment of which the said land was necessary.

That the said land, therefore, descended to the heirs of said John Parker, who survived him, namely, to his children, Emeline, Caroline, Martha N. Jesse, John J. and James Parker, subject to the dower therein of Mary Parker, the widow of said John Parker, who still survives him.

That after the death of said John

Parker, his said daughter. Emeline married John P. Poyner, Senior, and afterwards herself departed this life leaving two sons, her only children and heirs, who as such heirs became entitled to her interest in said land.

The names of said two sons of Emeline Poyner are Joseph E. Poyner and John P. Poyner Junior, who are both now living and are over the age of twenty-one years.

The said John P. Poyner, Senior, has lately departed this life.

On the 30th. day of August 1866 the said Jesse Parker married Addie E. the daughter of Hugh K. Williams.

On the 28th. day of August 1877 a suit in Chancery was instituted in said Court by the said Jesse, Caroline, Martha W. John J., James and Mary Parker as Plaintiffs, against the said Joseph E. Poyner and John P. Poyner Jr. as defendants, having for its object the assignment of a portion of the above-described land to said Mary Parker as and for the dower therein to which she was entitled as the widow of said John Parker deceased and also having for its object the partition and division of the remainder of said land among the other

parties to the suit, who alone were interested therein.

Under proceedings had in said suit, the following part of said land was assigned to said Mary Parker as her dower, to wit:

1. All that certain parcel of land situated on the South side of, and fronting fifty-one (51) feet on, said Washington Street, and running backward therefrom Southwardly two hundred and eighty-six feet and ten inches in parallel lines and bounded on the North by said Street, on the East by the lot which was assigned to said Martha V. Parker, but which she has since sold to said Caroline and John J. Parker, on the South by the land of Willis S. Riddick's Estate and on the West by the lots of James M. Butler, Hiram T. Artman and Thomas W. Smith.

And under the same proceedings in said suit, in making partition of the remainder of said land among the parties entitled thereto, there was assigned to the said Jesse Parker as his share the following part thereof, to wit:

2. All that certain parcel of land situated on the South side of, and fronting one hundred and fourteen feet and five inches on, said Washington Street and running back there-

from Southwardly along the Rail-
road of Suffolk Lumber Company
three hundred and sixty (360)
feet to the Northern boundary line
of the said Norfolk and Western
Railroad along which it fronts
seventy-three (73) feet, and bound-
ed on the North by said Street, on
the east by said Suffolk Lumber
Company's Railroad, on the South by
said Norfolk and Western Railroad
and on the West by the lots of said
Willis S. Riddick's estate, and of
Geo. W. Wilson and John J. and Caro-
line Parker (the lot of said John J.
and Caroline Parker being that which
was assigned to said Martha V.
Parker and which she has since
sold to them).

The said suit is yet pend-
ing in said Court and is now
upon its docket and Your Com-
plainant prays that it and
the record therein may be con-
sidered in connection with
this Bill and the allegations
herein made.

By a deed of Bargain and sale dat-
ed the first day of October 1880 and
recorded the same day in the Clerk's
office of the County Court of said County
in deed book No 8 page 528. as will
appear by a duly authenticated copy

thereof filed herewith as part of this Bill and marked "Exhibit A", the said Jesse Parker and Addie E. his wife sold to Marmaduke Jones, the following part of the above-described lot which had been assigned to him as aforesaid on the first day of April 1878, to wit:

3. A lot or parcel of land on the South side of, and fronting on, said Washington Street 63½ feet and running back Southward therefrom along the said Suffolk Lumber Company's Railroad 195½ feet and being 55½ feet wide in the rear, and bounded on the North by said Street, on the East by the said Suffolk Lumber Company's Railroad and on the South and West by the remainder of the lot or land which had been assigned as aforesaid to said Jesse Parker as his part of the land first above-described.

The parcel of land sold as aforesaid to said Marmaduke Jones was afterwards sold by him to said Addie E. as and for her sole and separate estate; (she, as the widow of said Jesse Parker, who had previously departed this life, having married and being then the wife of James L. Gray), as will appear by a duly authenticated copy of the deed from said Jones to her filed herewith as part of this Bill and mark-

ed "Exhibit B".

On the 18th. day of September 1880 the said Jesse Parker borrowed the sum of $1300. from the Farmers Bank of Nansemond and executed his note to said Bank for the same payable sixty days after its date and with his wife, said Addie E. executed a deed of trust to John R. Copeland Trustee, conveying the following part of the remainder of the above-described parcel of land which had been assigned to him, the said Jesse Parker as aforesaid, in trust to secure the payment of said note and said sum of $1300, to wit:

4. A lot of land fronting 55 (it should have been 51) feet on the South side of said Washington Street and running back Southward therefrom 210 feet only and being 48 feet wide, more or less in the rear and bounded on the North by said Street, on the East by the lot sold as aforesaid by said Jones to said Addie E. Gray, on the South by the remainder of the lot of said Jesse Parker which had been assigned to him as aforesaid, and on the West by the said lot of said Caroline and John J. Parker, as will appear by a duly authenticated copy of said deed of trust herewith filed as a part of this

Bill and marked "Exhibit C"

The remainder of said lot which was assigned to said Jesse Parker as aforesaid, not sold nor otherwise disposed of, nor conveyed by said deed of trust made by him, consists of

5. A lot of land fronting upon said Suffolk Lumber Company's Railroad about 165 feet and on said Norfolk and Western Railroad about 73 feet and bounded on the North by the above land of said Jesse Parker subject to said deed of trust and said lot of said Addie E. Gray sold to her by said Jones, on the East by said Suffolk Lumber Company's Railroad, on the South by said Norfolk and Western Railroad and on the West by said lots of said Geo. W. Wilson and Willis S. Riddick's estate and partly by said lot of said Caroline and John J. Parker.

Your Complainant says, therefore, that the said Jesse Parker, when he departed this life in March or April 1881, was seised and possessed of the above-described parcel of land subject to said deed of trust and also to the last above-described parcel of land in the rear of, and adjoining that subject to said deed

of trust and also entitled to a one-sixth undivided interest in the parcel of land above-described, which had been assigned as aforesaid to his mother, said Mary Parker, as her said dower.

Your Complainant also says that when the said note became due, as it did on the 22nd. day of January 1881, the said Jesse Parker paid a curtail upon it of $50, and gave a new note for the balance, to wit, the sum of $1250.00 payable sixty days after its date to said Bank.

That the said note for the sum of $1250.00 became due in the latter part of March 1881 either during the last illness of said Jesse Parker, or soon after his death and was, therefore not paid at its maturity. It remained unpaid until the 10th. day of June 1881 when, with the sum of $15.42 interest due thereon, it was paid in full by the said Addie E. then the widow of said Jesse Parker, out of her own private funds.

Your Complainant charges that when the said Addie E. paid said note for said sum of $1250.00 and interest thereon as aforesaid she did so as a volunteer, there being no obligation upon her whatever, or liability for the debt

and that she thereby satisfied the debt, and cancelled the said deed of trust and the lien thereof as security for the money and entirely relieved and released the estate of said Jesse Parker from any and all further liability for or obligation to pay said debt.

That if said Addie E. has any claim against said Jesse Parker's estate by reason of her having paid said sum of $1250, and interest thereon, her claim is simply that of a simple contract creditor, having no security for her claim nor priority over any other unsecured creditor of said Jesse Parker; for when she paid said sum of $1250.00 she cancelled said deed of trust which secured the debt and the lien thereby given, and can, therefore, claim no advantage nor benefit under or by virtue of said deed of trust.

Your Complainant says that the said Jesse Parker departed this life in March or April 1881 intestate leaving a widow, the said Addie E. and two infant children Hugh C. and Birdie L. Parker, as his only heirs at law and distributees.

That on the 11th. day of April 1881 the said Addie E. became the Administratrix of the estate of said Jesse

Parker by due qualification as such in the County Court of said County as will appear by a duly authenticated copy of the order of Court granting letters of administration to her, filed herewith as part of this Bill and marked "Exhibit D."

That in so far as your Complainant is informed, the said Jesse Parker left but little chattel estate liable for his debts, but such as he did leave, went into the hands of his said Administratrix for administration.

That no appraisement of said chattel estate has ever been made or, if made, it has never been returned to any Court, nor has the said Administratrix ever rendered any account thereof, nor any account of her transactions as said Administratrix.

That the said Jesse Parker departed this life indebted to your Complainant in the sum of $300. as will appear by the note of said Jesse Parker for that sum of money given by him in his lifetime to your Complainant, and herewith filed as a part of this Bill and marked "Exhibit E."

Your Complainant believes and is so informed that there are other

claims besides his own, against said Jesse Parker, amounting to large sums, which have never been paid: and that the chattel estate of said Jesse Parker, if there be any, is wholly insufficient to pay the same.

Your Complainant, therefore, says that it will be necessary to subject the real estate of which said Jesse Parker died seised and possessed to the payment of his debts.

Your Complainant further says that the said Jesse Parker died seised and possessed of the two parcels of land above-described numbered respectively 4 and 5; (the parcel numbered 4 alone being subject to said deed of trust at the time of his death), and also entitled to a one-sixth undivided interest in the above-described parcel of land numbered 1, at present in the possession of his mother, said Mary Parker as her dower aforesaid.

Your Complainant says that upon the principle of the maxim, "Dos de dote, peti non debet", the said Addie E. as the widow of said Jesse Parker is not and will not be entitled to dower in his one-sixth

interest in said parcel of land number 1 as the said Jesse Parker was never seised of the immediate freehold thereof in possession.

The said Addie E. was married to James L. Gray on the 12th. day of December 1882.

In consideration whereof Your Complainant being without remedy save in a Court of Equity, prays that the said Mary Parker, Caroline Parker, Martha V. Parker, John J. Parker, James Parker, Joseph E. Poyner, John T. Poyner Jr. James L. Gray and Addie E. his wife (late widow of said Jesse Parker deceased) in her own right and as Administratrix of said Jesse Parker deceased, John R. Copeland, Trustee, and Hugh C. Parker and Birdie L. Parker, the last two being infants under the age of twenty-one years, may be made parties defendant to this Bill and be required severally to answer the same on ~~oath~~, fully and particularly, the adults in their own proper persons and the infants by their guardian ad litem to be appointed to defend their interests in this suit; that all the debts due by the said Jesse Parker or his estate, may be ascertained and his real and personal estate subjected to the payment or satis-

faction of the same including that of your Complainant due him as stated in this Bill; and to that end Your Complainant further prays that an account of the real estate of which said Jesse Parker died seised and possessed may be taken and reported to Court together with its fee-simple and annual value, and also an account of said debts, and that the said Addie E. may be required to render before one of the Commissioners of this Court a full, true and perfect account of her transactions as Administratrix of said Jesse Parker deceased and of all his chattel estate which did, or ought to have, come into her hands as administratrix aforesaid; that the Court or Your Honor will determine whether the said Addie E. having voluntarily paid the said debt of $1250.00 due by said Jesse Parker to said Bank, has any claim either as a creditor or otherwise, against his estate, or account thereof, and if she has any such claim, whether by paying said debt of $1250. she did not cancel said deed of trust as security therefor, and whether she can claim any benefit or advantage under said

deed of trust, and whether her said claim is any thing more than an unsecured simple contract claim against said Jesse Parker's estate having no priority over the claim of any one of his other creditors, and whether the said Addie E. is now or will after the death of said Mary ~~M.~~ Parker be, entitled to dower in the one-sixth undivided interest of said Jesse Parker in the parcel of land above-described, assigned to the said Mary Parker as her dower aforesaid; and that all such further and adequate relief may be granted to your Complainant as the nature of his case may require or to Equity may seem proper.

And as in duty bound Your Complainant will ever pray &c.

John Vermillion
By Wilbur J. Kilby. his
Counsel.

25 Feby. 1884

John Vermillion &c.

vs. } In Chy.

Jesse Parker's Admx. &al.

Bill

John Vermillion Sen^r
vs } Chy. Udes
Jesse Parker. Jr's admr: &al:

1884. Feby. 25th: Sum^s in Chy: issued to March Rules, 1884.
" March 3rd. Bill & Exhs: filed — Decree nisi vs all the adult defendants.
" " " Peter B. Routes. appointed guar: ad litem to the infant defendants. who filed their answer to which there was a guar: replication. and cause set for hearing, as to them, on motion of Complainants' Counsel.
" Apl: 11th. Decree for account
" July 10th: Report filed
" Octo: 10th: Decree for sale
" " 18th: Comm^r of Sales Bond executed & filed

Chy: Notes.