1894-003
Nansemond Co. (Suffolk)

Chancery Causes: Frances E. Brooks vs Benjamin F. Brooks

$21 00/100

Received of Suffolk Va. Feb 22nd 1896

R. H. Rawles

Twenty one 00/100 Dollars.

in full of balance of John Ark Money

No.

Lucy A. Bailey

For R. H. Rawles

F

$5-00/100

Suffolk Va, Feb 20th 1896

Received of R. H. Rawles

Five x x/100 Dollars.

for Surveying Doe & Bailey Land

No.

John P. Cowling

R. H. Rawles. Merritt Briggs.

Rawles & Briggs,

Attorneys at Law and Notaries Public.

Suffolk, Va., Feb 11th 1896.

Amt collected of John H. Ark		$35.00
" " " Gilbert Holland		35.00
" " " Noah Corbin		97.00
		$167.00

Paid Rawles & Briggs for writing 6 deed, to Isaac Holmes, Emma Corbin, John Ark, Noah Corbin, Gilbert Holland and Rebecca Deed, at $2.50 each		$15.00
Recording Rebecca deed		1.75
Amt due Mrs Banks	73.86	90.61
		$76.39
Balance		
one half due B. F. Doe	$38.20	
" " " V. A. Bailey	38.19	76.39

Sent B. F. Doe check for amt to pay Mrs. A. E. Banks $73.86
and for his half of balance 38.20
$112.06

Rec'd the above $112.06 by R. H. Rawles
Marblehead Feb 13-1896 Benjamin F. Doe

1895 dec. 18th

Acct of purchase money recd of

Emma Coleman for land $76.00

Paid Rawle & Briggs for $25.00

" for recording 2 deeds .50 28.50

Bal. due B. F. Doe & U.A. Bailey $47.50

Cr. By Postal order this day $47.50

Rec'd the Dom $47.50 all rights.

Benjamin F. Doe

Marblehead Dec 20 1895

5 acres at $15- $75.00

Receipts in hand for on payments 58.50

$16.50

Interest to date 7.00

$23.50

Rec'd of R. H. Rawles the above. paid in by Isaac Holmes

Benjamin F Doc

R. A. Rawles. Merritt Briggs.

Rawles & Briggs,

Attorneys at Law and Notaries Public.

Suffolk, Va., Dec 24th 1895

Mr. B. F. Doe :—

Dear Sir :—

Enclosed find deed
from Isaac Holmes which you sent
me to have proven and return to you

Marblehead Dec 26 – 95

R H Rawles

Dear Sir

Deed received, will have signed and mailed to you on the 27th

Riceipt enclosed as requested If Mrs and Mr Bailey are willing to sell go right ahead. I am willing to sell the whole lot for cash at that rate

Mr B ought to know what is a fair cash price for land in that locality and I am willing to abide by his judgment.

If I am rightly informed B Miles has not paid enough on his land to pay the int – and if he is not prepared to come down heavy. I think we will have to sell it again. We will wait till you have the accounts all in before deciding. If you make the sale to Pierce after deducting your fees from gross amt pay 1/2 balance to Mrs Bailey and send 1/2 to me

I do not intend to pay any of it to Mrs Brooks unless Mrs Bailey should wish to do so. The agreement was to pay her from land already sold

Yours Truly

B F Doc

Marblehead Dec 20 1895

R 16 Rawles Esq

Dear Sir

P O order rec'd and I return receipt as requested. I have sent Mrs B $40 and reimbursed myself for the following amounts.

Paid to Attorney	3.00
Fares and expenses to	
Manchester and return	3.00
1/2 day time	1.00
Money order	20
Postage to date	30
	$7.50

It took me all day to go to N. H. and I had to get a man to take my place in the Factory. but as we close at noon on Sat I have put in only time actually lost to me

Yours Truly

B F. Rae.

R. H. Rawles. Merritt Briggs.

Rawles & Briggs,

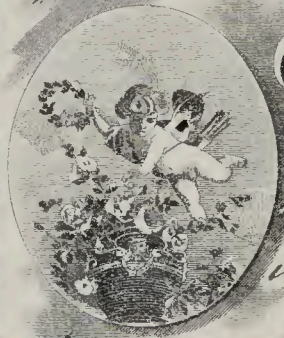
Attorneys at Law and Notaries Public.

Suffolk, Va., Feb 11 1896

Amt collected of John H. Ash		$35.00
" " " Gilbert Holland		35.00
" " " Noah Corten		97.00
		$167.00
Writing six deeds	$15.00	
Recording Release Deed	1.75	
Paid Mrs Banks	73.86	90.61
		76.39
½ due B F Dow	$38.20	
½ " V.A. Bailey	38.19	$76.39

Rec'd of R.H. Rawles the above
$38.19
for Atty A. Bailey
for R.T. Bailey

$121 25/100



Received of Suffolk Va. Jany 27th 1896

R. H. Rawles

One hundred & twenty one = 25/100 Dollars.

in full of Chas. Purina Feed sale.

No.

Wittly & Bailey

per

R. T. Bailey

RAWLES & BRIGGS.
Attorneys at Law and Notaries Public.

Suffolk, Va., Jany 27 1896.

Mr. B. F. Dove :-

Dear Sir :-

I closed the Chowan Peirce Land matter today and herewith enclose check for your share $121 25/100.

Mr. Bailey and I are doing our best to get the others up : have given notice to all to come up by Feb. 1st or vacate the premises. Expect Ash & Gilbert Holland (not Hobson as you write) to be in : do not expect others to do anything but give up land.

See statement on other side. Send me the receipt.

Yours truly R. H. Rawles.

Sold 20 acres of land to
Charles Rowe for $250,00
Fee for selling &c $5,00
" " deed 2,50 7,50
$242,50
One half due B. F. Doe $121,25

Recd of R. H Rowe one
hundred & twenty one dollars
and twenty five cents
in full of above. $121 25/100
Jany 27th 1896.
Benjamin F. Doe.

Marblehead Jan 29-1896

If they wish to hold on to their half then I want a fair division ~~made~~ of the land made, and I can sell mine without having to consult them and at such price as I am willing to accept. I would like to sell my part in a lump and close up the whole affair.

Will you please let me know what is a fair price for it?

Statement

Balance received from John Ash		$18.00
Paid John Cowling surveyor	5.00	
" 2 chain bearers 50 each	1.00	6.00
Amt for V A Bailey	$21.00	12.00
" " B F Doe	21.00	

Received the above $21.00 from R H Rawles on Feb 24 1896 in full of my account with John Ash

Benjamin F Doe

Marblehead Mass Feb 24-1896

I wished to retain your letter so have written a new receipt

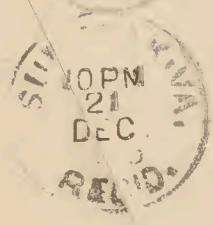
Recd from
R. H. Rawles

MARBLEHEAD
DEC
20
12 M
1890
MASS.

R. H. Rawles. Esq.,

Suffolk,

Va.,


10PM
21
DEC

R. H. Rawles, Esq.

Suffolk

Va.

John Cowling was making a Survey of the B Road at the time I was in Suffolk. He lived in the brick house on Chestnut St. - owes me over $25 now if you can find him easily and get what he has done. It may assist in making a deed. He was a absolute man - but was sure to be a good surveyor.

Yrs Truly

1883 Dec. 14th.

Received of Robinson Grant Three hundred and twnenty dollars on account of the purchase money for the Brook s land sold under decree of The Circuit Court of Nansemond County on Monday the 10th. day of Dec. 1883.

C. H. Causey, Specl. Commr.

Deeds (2) for $300. and interest. Alex. Kelly + David Reed

1884 Jan. 2.

Received of Holmes the sum of thirty dollars on account of the purchase ~~money~~ price of twenty acres of land this day agreed to be sold to said Isaac Holmes for the price of five hundred dollars. Said land being a portion of the Brooks land sold at the December term of the County Court of Nansemond County under a decree of the Circuit Court of said County at the October term 1883 in the Chancery cause of Brook v. Brook.

Robinson Grant, by C.H. Causey Attorney.

~~1884 xx Mxxx 20 xxxxxx Rxxdxxxfxxxxx~~

1884, Dec. 27th. Recd. of Isaac Holmes the sum of twenty-five dollars on account of land purcha sed from Robinson Grant being a part of the Brooks land sold by C. H. Causey Commr.

C. H. Causey, Commr.

1885, Sept. 16. Recd. of Robinson Grant fifty dollars on account of purchase price of the Brooks land,

C. H. Causey, Commr.

1886. March 9th. Recd. of R. Grant thirty dollars on account of the purchase price of the Brooks land.

C. H. Causey, Commr.

1886. Dec. 28th. Recd. of Robinson Grant the sum of forty dollars on account of the purchase money of the Brooks farm. C. H. Causey, Commr.

1887. July 23d. Recd. of Isaac Holmes the sum of eight dollars on account of the purchase price of a piece of land bought from R. Grant,

C. H. Causey, Atty. for R. Grant.

1888. January 2d. Recd. of Robinson Grant the sum of thirty-three dollars on account of the purchase price of the Brooks farm/ near Magnolia.

C. H. Causey, Commr.

1889. Jan. 2d. Recd. of Robinson Grant twenty dollars on account of the purchase price of the Brooks land.

C. H. Causey, Atty.

Copy of Receipts last W.J.B. Causey Co.

Recd. of Alex. Kelly $25. cash on land. Oct. 1886.
Also Recd. Cash March 9th. 1889. $5.00.

There are two more recipts which I will try & get as soon as possible. One from Isaac Holmes and the other from Gilbert Holland.

R. Grant

Robinson Gross

Brooks Cole

P.O. Box 44

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Benjamin F. Brooks,

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 February *next to answer a Bill in Chancery, exhibited against him in the said Court by* Frances E. Brooks, widow of B. G. Brooks, deceased; M. Addie Brooks and Jesse F. Brooks, the last two infants, who sue by the above named Frances E. Brooks, their mother and next friend

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 22nd *day of* January *1883, in the* 107th *year of the Commonwealth.*

Teste: Peter B. Prentis. *Clerk.*

Frances E. Brooks, widow
&c &al:

$\frac{\text{Ps}}{\text{Defts}}$ } Summons in Chy:

Benjamin F. Brooks.

To February Rules, 1883.

Pro: B. No: 1. Sange
Cir: Co:

VIRGINIA.—IN THE CLERK'S office of the Circuit court for Nansemond county, on Wednesday, the 24th day of January, 1883—in vacation:

Frances E. Brooks, widow of B. G. Brooks, deceased; M. Addie Brooks and Jesse F. Brooks, the last two infants, who sue by the above-named Frances E. Brooks, their mother and next friend.....Plaintiffs,

AGAINST

Benjamin F. Brooks.....Defendant.

IN CHANCERY.

The object of this suit is to obtain a decree to sell the tract of land, in Nansemond county, Virginia, belonging to the estate of Benjamin G. Brooks, deceased, containing one hundred and fifty (150) acres, and adjoining the Seaboard and Roanoke railroad, near Magnolia Springs.

Affidavit having been made that the defendant (Benjamin F. Brooks) is not a resident of the State of Virginia, he is hereby required to appear in the said Clerk's office within one month after due publication hereof and do what may be necessary to protect his interests.

A copy—Teste:

PETER B. PRENTIS, Clerk.

C. H. CAUSEY AND R. H. RAWLES, p. q. 31-4t

All Available Text Successfully Captured

This church at once started on a flood-tide of prosperity, and has been going upward ever since. The house of worship has been renovated and improved, and the membership

Office of the Suffolk Herald,

Suffolk, Va., Feby 28 1883

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 ~~CARROLL~~, *Eds. Herald.*

Pr J E Booker

Frances E. Brooks,

vs. Scotch & Sale

Benjamin F. Brooks

March 5th. 1883 Filed

Virginia:

In the Clerk's Office of the Circuit Court for Nansemond County, on Wednesday, the 24th day of January, 1883 — In Vacation.

Frances E. Brooks, widow of B. F. Brooks, deceased, M. Addie Brooks and Jesse F. Brooks: the last two, infants, who sue by the above named, Frances E. Brooks, their mother and next friend . . . . . Plaintiffs.

Against } In Chancery

Benjamin F. Brooks . . . . . Defendant.

The object of this suit is to obtain a Decree to sell the tract of land, in Nansemond County, Virginia, belonging to the Estate of Benjamin F. Brooks, deceased, Containing One hundred and fifty (150) acres, and adjoining the Seaboard and Roanoke Rail Road, near Magnolia Springs.

Affidavit having been made that the Defendant (Benjamin F. Brooks) is not a resident of the State of Virginia, he is hereby required to appear in the said Clerk's Office, within one month after due publication hereof, and do what may be necessary to protect his interests.

Teste:

Peter B. Prentis. Clerk.

C. H. Causey & R. H. Pawles, p. q.

Frances E. Brooks, widow &c. Del

$\frac{\text{Ex}}{\text{Ad}}$ Or: Pub: (in Vacation)

Benjamin F. Brooks

Jany: 24th: 1883

Frances E. Brooks, widow of B. G. Brooks, deceased: M. Addie Brooks and Jesse F. Brooks, the last two, infants, who sue by the above named Frances E. Brooks, their mother and next friend. . . . . Plaintiffs

Against } Chy: Suit pending in the Cir: Co: of Nansemond County, Virginia

Benjamin F. Brooks . . . . . Defendant

This day, C. H. Causey, one of the attorneys for the Plaintiffs in the above suit, being duly sworn, deposeth and saith, that, Benjamin F. Brooks, the Defendant in said suit, is a Non-resident of the State of Virginia.

Sworn to before me, this
22nd: day of June: 1883

(Signed) C. H. Causey

Peter B. Prentis. Clerk
of the Cir: Co: of Nansemond County, Va:

Frances E. Brooks, widow &c. &c.:

vs } Affidavit as to non-residence of the Defendant.

Benjamin F. Brooks

1883.
Jany: 22nd: Made & filed

Know All Men by These Presents,

THAT WE, C. H. Causey and James C. Causey

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 8th day of December, in the year one thousand eight hundred and eighty-three, and in the 108th 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 C. H. Causey, ~~~~~

who has, by ~~this day qualified before the~~ a Decree of the Circuit Court of Nansemond County, pronounced on the 13th day of October, 1883, in the Chancery Cause of Frances E. Brooks, widow &c, &al, Plaintiffs, against Benjamin F. Brooks Defendant, been appointed a Commissioner to sell certain Real Estate, in said Cause described, shall faithfully perform his duties, as such Commissioner ~~under~~ and make report to Court of his proceedings under said decree or any other decree 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.~~

C. H. Causey (SEAL.)
J. C. Causey (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

C. H. Causey, Comm'r

To

Bird

Commonwealth.

Dec'r 8th 1883. Received & filed.

At a Circuit Court continued and held for Hammond County on the 13th day of April 1883.

Frances E Brooks, widow of B G Brooks deceased, M. Addie Brooks, and Jesse F Brooks the last two, infants, who sue by the above named Frances E Brooks their Mother and Next friend. Plaintiffs

Against } In Chancery.

Benjamin F Brooks Defendant

This cause came on this day to be heard upon the bill taken for confessed, as to the defendant Benjamin F Brooks, he having been proceeded against in the mode prescribed by law, against absent defendants, and have failed to appear and plead, answer and demur thereto, on the exhibits filed, and was argued by Counsel.

On Consideration whereof the Court doth adjudge, order and decree that one of the Commissioners of this Court, take, state and report to Court the following account.

1st An account of the transactions of Frances E Brooks as the Administratrix of B G Brooks deceased,

2nd. An account of the real estate of which said B G. Brooks died seized and possessed, with the annual and fee simple Value thereof.

And said Commissioner is directed to investigate fully whether or not a sale of the real estate in the proceedings mentioned will be necessary for the support, Maintenance and proper education of the infant children of the decedent, together with any matter deemed pertinent by himself or which the parties

May request to be stated and report to Court such evidence as he may have taken

A Copy

Teste:

Peter B. Prentiss Clerk

To the Hon'l. Geo. Blow, Judge of the Circuit Court for the county of Nansemond

In the cause of

Frances E. Brooks &al

vs

Benjamin E. Brooks

now depending in the aforesaid Circuit Court, the undersigned one of the commissioners of this Court respectfully submits the following report in accordance with the decree entered at the last April Term of this Court, to wit on the 13th day of April, 1883

- Account No-1 -

An Account of the Transactions of Frances E. Brooks as the Executrix of B. E. Brooks, deceased

Your commissioner reports that he has examined the accounts of said Executrix and finds that there was but a small amount of ready money in her hands at the time of the settlement of the decedents estate, all of which has long since been used in the manner named in the last will and testament of the decedent to wit: in the maintenance and education of the younger children of the decedent,

-Account No. 2-

Being an Account of the real estate of which said B. F. Brooks died seized and possessed with the annual and fee simple values thereof-

Your Commr reports to Court that the real estate of the decedent, B. F. Brooks consisted of a tract of land of One hundred and fifty (150) acres - situated between Stevens Station and Magnolia Springs, adjoining the Seaboard and Roanoke Railroad and was worth at the time of the Testators death with the buildings on them about two thousand dollars - ($2000.) But since the institution of this suit the dwelling and one of the principal outhouses, to wit a large barn, have been destroyed by fire and the said property is not now worth more than One thousand dollars ($1000.00)

-Account No. 3-

Showing in accordance with the decree of the Court a full investigation of the question - "whether or not a sale of the real estate in the proceedings mentioned will be necessary for the support and maintenance and proper education of the

infant children of the decedent, and the evidence taken concerning the same"-

Under this head your Commr. reports that he first examined the will of the decedent and was forcibly impressed with the strong desire therein manifested to have his two young daughters properly educated, and your Honors attention is specially directed to the will, a duly certified copy of which is filed as an exhibit in the cause-

C.H. Causey being duly sworn deposes and says-

1. Q- State whether, or not, you were acquainted with the late B.F. Brooks, and if you were relate the nature of the acquaintance-

Ans. I was actually only professionally acquainted with Mr Brooks- He came to this state in the autumn of 1880, I think early in November, having previously purchased the tract of land in the county of Nansemond mentioned in these proceedings- I was called on by his son Benj. F. Brooks, on the 11th day of December 1880, to go to his home and write a will for said B.F. Brooks

accordingly I went there, and found him sitting up and dressed, but very feeble - He said he wished to make a will - and after a few minutes conversation in which he expressed the strongest desire to have his children properly educated - even though it took all the property he might leave to do that - he gave me directions to draw the will - and I fully identify the copy marked "Xbt" "A" as being a true copy of the paper prepared on that occasion - the next day he died -

22 What do you know of the family since that time, and do you think a sale of the land mentioned in the will would be promotive of the interests of the two children referred to.

Ans Mrs Brooks were left by Mr Brooks a widow and three children - one boy and two girls - the boy was nearly or quite grown the girls much younger - I think not more than Nine and Six years -
Mr Brooks said to me that his son was old enough to look out for and take care of his mother and young sisters - but a very short time after his father's death he ran off from

her mother. Taking with him nearly every cent of ready money she possessed - she was then forced to move to Suffolk and rent out the farm and she has not derived from that source fifty dollars a year since then - In order to educate her children she performed menial service at the Hammond Seminary for two years and now that her means are so small that she could no longer remain here with both of her children she has gone to Manchester New Hampshire, where she now holds a situation as one of the matrons in a charitable institution, taking with her the younger daughter and leaving the elder in Suffolk at school, hoping that this property may be sold and a part of the proceeds used in defraying the proper charges of her education and maintenance - The property is not now rented out and there being no dwelling upon it - no probability that it will be - and for lack of proper attention it is rapidly depreciating in value - I therefore have no hesitation

in saying that I consider a sale of the land necessary to carry out the known wish of the testator and to promote the general welfare of the widow and children. The children are both very bright and the elder in a short time will be able to earn her own living by teaching she being now nearly fourteen years of age—

And further this deponent saith not

C. P. Kearsey

Peter B. Pierce being duly sworn deposes and says

2) Do you know Frances E. Brooks and family, and if so what do you know of them, also state whether you know anything of the real estate of which B. G. Brooks died seized, and further whether or not a sale of said land will be promotive of the interests of the family?

Ans. I do know all the family — the mother and two daughters — all of whom were residents of Suffolk till a few months ago when Mrs Brooks and her younger daughter went to Manchester, New Hampshire, leaving the elder daughter at

the school of Mrs Dunning in Suffolk
I also knew the son, Benjamin F Brooks
slightly. He left this county soon after
his father's death in a very disreputable manner

The land owned by Mrs Brooks was
a part of the old "Bernard tract" and
contained one hundred and fifty acres
Early in the present year, the dwelling house and one of the principal
outhouses were destroyed by fire
and the land is now worth about
$1000. I consider, from the fact that
that is no dwelling on the place and
that Mrs Brooks is wholly unable to
carry on the farm by reason of her
sex and utter ignorance of agricultural pursuits, and that she is
possessed of no income with which
to support herself and to maintain
and educate her daughter, that a
sale of said land will promote
the material interests of all parties interested.

And further this deponent saith not.

Peter B. Peebles

Frances H. Rawles being duly sworn

says the foregoing deposition of Pelin B. Prentis having been read by me I fully concur in his statements.

And further this deponent saith not

J. H. Rawls Dy Sheff.

John L. Fulgham being duly sworn deposes and says

The deposition of Pelin B. Prentis, having been read to me I can corroborate the declarations and statements therein contained.

And further this deponent saith not

J. L. Fulgham

I, R H Rawles, a Notary Public do hereby certify that the foregoing depositions were duly taken and subscribed before me at the clerks office in the town of Suffolk on the 25th day of September 1883

Given under my hand this 25th day of September 1883

R H Rawles.

Notary Public.

Your Commissioner therefore has no hesitation in recommending a sale of said real estate in the

proceedings mentioned as the only means of carrying out the will of the testator in regard to the proper education of the two girls - and as promotive of the best interests of the children and their mother - Moreover, because of the fact that they have no visible means of support, it is absolutely necessary to dispose of said land

All of which is respectfully submitted

Peter B. Prentis

Fee $25-00

Comr in Chancery

Brook's
vs
Brooks

Report of Comm[r]

Fee $25-00

1883 Sept 29th Filed
CLK.

At a Circuit Court continued and held for the County on Saturday the 13th day of October 1883

Frances E Brooks, Widow &c &al Plaintiff

Against In Chancery

Benjamin F Brooks. Defendant.

This Cause came on this day to be again heard upon the papers formerly read, and on the report of Commissioner Peter B Pendleton duly made up and filed in the Cause, and was argued by Counsel.

On Consideration whereof the Court doth Confirm said report, to which no exceptions have been filed, and doth adjudge, order and decree, that since it clearly appears from the depositions of disinterested parties, filed as a part of the Commissioners report, that a sale of the land in the bill and proceedings mentioned, will be promotive of the material interests of the parties, and that the rights of no one will be violated, by said sale, that C A Causey, who is hereby appointed a Commissioner for that purpose. do proceed to sell said land, before the Court house door of Hanover County, on some County Court day, having however, first given notice of said sale, for at least twenty days prior to the day of sale by printed hand bills posted at the Court House door. of

this County, and in the vicinity of said land, and on the following Terms; One third Cash, the residue in two equal annual instalments with interest from the day of sale, at six per centum per annum till paid, and the title to be retained till the further order of the Court. Or if the purchaser elect so to do, he may pay the whole of the purchase money in Cash.

Out of the proceeds of said sale the aforesaid Commissioner shall first pay the costs and expenses of this suit, including a fee of $50. to the Attorneys instituting and Conducting this suit, and the remainder of the Cash payment shall be deposited to the credit of this Cause in the Farmers Bank of Hanover, and said Commissioner shall take from the purchaser bonds, for the Credit instalments, and make return in his report to Court, of the deposit in the Farmers Bank and of the filing of the bonds for the credit payments with the Clerk of this Court in the papers of this suit. But before said Commissioner L. A. Causey shall sell said land and collect the money thereon, he shall first execute bfore the Clerk of this Court in his Office, a bond in the Penalty of $2000. with good security payable to the Commonwealth of Virginia, Conditioned for the

faithful performance of his duties as Special Commissioner. And make report to Court of his proceedings under this decree or any other decree he may be required to execute in this Cause.

And the Cause is continued.

A Copy.

Teste:

Peter B. Prentiss. Clerk

Costs

Clerk	$15.00
Atto. Hay	31.50
Commrs	25.00
Printer	5.00
	$76.50

Frances E Brooks

In 3 Copy Letter, Oct. 13/83

Benjamin F. Brooks

Brooks et al
vs
Brooks

This cause came on this day to be again heard upon the papers formerly read, and on the report of Commr. P. B. Prentiss duly made up and filed in the cause and was argued by Counsel —
On consideration whereof the Court doth confirm said report to which no exceptions have been filed and doth decree, order and decree, that since it clearly appears from the description of disinterested parties filed as a part of the Commissioners report that a sale of the land in the Bill and proceedings mentioned will be promotive of the material interest of all the parties, and that the rights of no one will be violated by said sale, that C. H. Lemon, Jr. be & is hereby appointed a Commissioner for that purpose do proceed to sell said land before the Court house door of Hammond County or some County court day, having known first given

notice of said sale for at least twenty days prior to the day of sale by printed handbills posted at the Court house door of this County and in the vicinity of said land and on the following Terms - one third cash - the residue in two equal annual instalments with interest from the day of sale at six per centum per annum to be paid - and the title to be retained till the further order of the Court. Or if the purchaser elect so to do, he may pay the whole of the purchase money in cash

Out of the proceeds of said sale the aforesaid Commr shall first pay the costs and expenses of this suit - including a fee of $50, to the attorneys instituting and conducting this suit, and the remainder of the cash payment shall be deposited to the credit of this cause in the Farmers Bank of Hazlewood and said Commissioner shall take from the purchaser bonds for the credit instalments and make return in his report to Court of the deposit in the Farmers Bank and of the filing of

the bonds for the credit payments with the Clerk of this Court in the papers of the suit. But before said Commr G. H. Causey shall sell said land and collect the money therefor he shall first execute before the Clerk of this Court in his Office a bond in the penalty of $2000- with good security payable to the Commonwealth of Virginia conditioned for the faithful performance of his duties as Special Commr. And make report to Court of his proceedings under this decree or any other decree he may be required to execute in this Cause

And the Cause is continued

Brooks
vs
Brooks

1883. Oct 13

Rough draft
To be entered

Geo. Brown.

Copied

Entered 68 Vol 1 page 636

Brooks
vs
Brooks

This cause came on this day to be heard upon the bill taken for confessed, as to the defendant Benjamin F. Brooks, he having been proceeded against in the mode prescribed by law against absent defendants, and still failing to appear and plead, answer and demur thereto, on the exhibits filed and was argued by counsel; On consideration whereof the court doth adjudge, order and decree that one of the Commissioners of this Court take, state and report to Court the following accounts -

1st: An account of the transactions of Frances E. Brooks as the Executrix of B. F. Brooks deceased.

2nd An account of the real estate of said B. F. Brooks died seized and possessed which with the annual and fee-simple value thereof.

And said Commissioner is directed to investigate fully whether or not a sale of the real estate in the proceedings mentioned will be necessary for the support maintenance and proper education of the in

faint children of the deceased together with any matter deemed pertinent by himself or which the parties may request to be stated and reports to Court such evidence as he may have taken.

Brooks
vs
Brooks

Aff. Com. thereon

1883
April Term 18
Probate Court
Co. Litchfield
Geo. A. Bloss

Filed Aff. 3rd day Co 35

Mr R. H. Rawles,

Suffolk.

Va.

You do not say whether the fact that one of the girls will not be 21 till Jan next will make any difference about her signing the deed, ~~so not~~

P F Dee,

Marblehead Sept 16 - 95

Mr R H Rawles

Suffolk Va

Dear Sir

Yours of the 14 recd. I want to push the business as fast as I can but I want it all straight so all parties will be satisfied

As Mrs Brooks does not know how much has been paid — and says she has received only $600 or over and I feel confident that there is only about $300 due on the farm. I have requested Mrs Brooks to write to Mr R R Prentiss and ask him how much there has been paid - he has an acct of the whole and I think will tell Mrs Brooks

just as soon as I hear from her. I will write or see her and make my proposition accompanied by your letter of the 4th

There is more than enough to pay Mrs Brooks due from the Colored people and I suppose they are ready to pay — as they have made no payments for a no of years

I will write and act as promptly I can as I am anxious to have the matter settled.

If we succeed I shall want my part set off from (Mrs Bailey) Mrs Grants and it will be for sale on very good terms for cash

Yours Truly B F Dove

R. H. Rawles. Esqr.

Suffolk.

10AM

Marblehead Sept 5 95

Messrs Rawles & Briggs

Gentlemen

I rec'd your note of the 3rd inforning me that Mssrs Holmes and Ash had retained your firm to assist in getting them deeds. I will say that I did not expect to hear from you before I had heard from them again

I have located Mrs Brooks in Manchester N H — have had several letters from her — She is anxious for a settlement — and says she will give us a deed if we can agree as to terms of settlement. Mr Holmes wrote me — that Mr Prentiss told him that Capt Grant

paid for the farm to Mrs Brooks
had got the money — this
is a mistake. Capt Grant
had not paid all — as Capt
Canby died suddenly and no
new commissioner was appointed to receive the money
and complete the sale.

Mrs Brooks in her letter
does not state the exact amt
but says she has received over
($600) six hundred dollars.

I will write you a
full acct of the whole thing
in a few days when I have
more time than I have at
my disposal now

You can say to Messrs
Ash and Holmes that the way
seems clear now and I will
do all I can to have the
matter settled

Yours Truly
B F Dove

Mandalay, H.K.

Dec 9, 1915

Dear Sir

Several months ago
I had occasion to write you
that the check we obtained from
you was not then valid. Circumstances
have changed

Kindly favour us
with your
48 & Chatham St.
Montreal
P.Q.

Cost paid 1 cts

R. H. Rawles, Esq.

Suffolk

Va.

480 Chestnut St.

Manchester N.H.
December 18 - 95

Mr. B. H. Bowles,

Dear Sir.

Your letter of the 16th received with enclosed papers In regard to the draft you sent I do not understand why I should be asked to pay the cost of suit twice. By the copy enclosed you see that $76.50 have been already deducted for that purpose.

This is a copy of a list which Mr Robt. Prentis sent to me.

The first amount of $75.00 should not be

reckoned in as part of the farm money as Mr Causey received that from the West in regard to another matter before the farm was sold. Please explain at your earliest convenience

Yours truly

H. E. Brooks.
480 Chestnut St.

5.00
75.00
50.00
75.00
.50
30.00
35.00
7.00
2.20
25.00
45.00
70.00
7.00
30.00
4.10
76.50
11.50
36.00

$994.80

Poor Quality Original. Best Possible Capture

Marblehead Dec 13 1895

R H Rawles Esq

Dear Sir

Your note received I am satisfied as to the amt of your charges to date I thought more of the colored men were prepared to settle up and get their deeds

If you can get another to settle up and send on the deed with the deed of Mrs Coston it will make it more convenient for me as it is quite a jaunt for my wife to go to the Notary and no cars go in that direction. I want you to push them at this time as I am informed that this is the time of year when they sell their crops. I want to get enough out of them to pay you, Mrs Brooks and my own expenses. (Bro 6) to date as soon as I can. I was in hopes to take up that note and have the trust deed cancelled by the 1st of Jan 1896

I want you to make them all bring in their accounts and let you make a note of them, and when we find just how much each has paid. I will write you what I want done.

I want to have some more correspondence with Mrs Bailey and perhaps I can make some arangment with her by which they may get their duds without paying the whole amt down - but Mrs Brooks must be fully paid before I put the plan in operation, if Mrs Bailey should agree to it

You will oblige me much if you will send me a statement of the sevral accounts as soon as you get them They owe us nearly $400 and have not paid a cent for 5 years

Will write you again soon

Yours Respectfully

Benj F. Doc.

R. H. Rawles Esq

Suffolk

Va.

9PM
15
DEC

Isaac Holmes = 5 (6 or fish)
John H. Ash = 9
Noah Corlew = 10

Bent Miles = 10
Emma Corlew = 13½
Gilbert Holland = 10
~~Alex Kelly = 10~~
~~David Riddick = 10~~

~~Isaac Holmes~~ 23.50
Bent Miles 183.60
~~Emma Corlew~~ 8.00
Noah Corlew 102.24
John H. Ash 88.
Gilbert Holland 150.

Noah Corlew

15
10
150.

12
10
120
48
72
06
432
7
3024
72
10224

Nov. 15, 1895.

20
65
17
48

47.50
3.50
4.75
25
68

47.50
3.50
4.75
25
68

25-
6.35-
1.00
20.00
6.15-
58.50

1895-
1888
7

15-
5-
75-
58.50
16.50
.06
.9900

Jo
$16.50
7.00
$23.50

Isaac Holmes
Nov. 15- 1885

And _____ hereby authorize and appoint _____ true and lawful Attorney in fact, for _____ and in _____ name to appear in the Clerk's Office of the _____ Court of Nansemond County, in the State of Virginia, in an action of debt to be brought against _____ at the suit of the said _____ on the above bond at any time after the maturity thereof, and confess judgment thereon against _____ for the sum of _____ DOLLARS, with interest thereon from the _____ day of _____, 188 , till paid, and the costs of the suit. And _____ do hereby release all manner of error in the entering said judgment, or any process or proceedings therein.

100

Witness the following signature and seal , this _____ day of _____, 188 .

_____ SEAL

Witness: _____

_____ SEAL

Burt Miller

10.
5.
15-

$150.
15-
$135-
.02
8.10
6
48.60
135.
$183.60

Emma Corlew

6.79
30.
23.64
60.43
30.
28.
20
10
5-
153.43

15-
13½
45-
15- 7½
$202.50
153.43
49.07
.06
3.00
9
27
49.07
76.07

Marblehead Dec 8. 1895

R H Rawles Esq

I went up to Manchester on the 7th saw Mrs Brooks and had the deed completed and enclose the same to you for record I would have gone sooner but of course had to wait her appointment — I left the trust deed with her and she will at once transmit to you.

We went before a Notary in Manchester and he thought the trust deed may be defective as there was no date to the acknowledgement at Suffolk

But he was no Lawyer, we went up to a law firm in the same building and he said it could be made all right when the deed was returned to you. Mrs Brooks will call your attention to it

I have since arrived at the conclusion that the omission was intentional and that you intended to fill in the date to correspond with the date made here and in N H.

Please return the deed to me as soon as recorded. I found Mrs Brooks a nice, pleasant, and energetic lady.

She says she knows you - but has no acquaintance with you

Those colored people owe us something over Three hundred dollars and if they have made any where near as much saving & pay for their land during the last 4 or 5 years as they did during the first 4 or 5 years they were on it, they ought to be able to pay the whole very soon - and they certainly ought to be prepared to pay at once ~~to pay~~ enough to pay Mrs B $135 $\frac{20}{100}$ and the cost of legal papers to date. I will promptly do my part in giving them deeds, just as soon as they are prepared to make final payments

Please send the me the total of their indebtedness to us as appears from their papers when you return the deed

Respectfully Yours

Benjamin F Doe

2 Marblehead Mass

Marblehead Sept 9 – 1895

Wm R H Rawles

Dear Sid

As you are to be the attorney of the men on the B Farm – and I am as anxious to have the busines ~~and~~ settled right and as soon as it can be lawfully done – I will give you all the facts in the case as far as I know them

In 1883 or about that time the Brooks Farm was sold at Auction by order of the Court

My late Uncle Robinson Grant bid it off for ($975) Nine hundred and seventy five dollars

He was to have time to pay for it in Capt Causey was the commissioner who sold the land – and received the money which Grant paid him from time to time

Capt Causey died suddenly in 1886 or 87 I think – at that time I think all the money had been paid but about ($200) two hundred

Dollars. Capt Grant tryed to have another Commissioner appointed in his place but did not succeed. And there the matter stood at the time of Capt Grants death.

You know about the will - Previous to Capt Grants death he had given the matter to Mr R R Prentiss to see what could be done and when I called on Mr Prentice in March 1892 at the time I was in Suffolk he had type written copy of the account between Capt Grant and Capt Cansy - and he told me there was a balance due from Grant of about $200

He also told me where the hitch was - he said Mr Brooks had left a will that the place was not to be sold until his youngest child be came of age

This matter had escaped the notice of the Court and was not discovered till the sale had been made

Immediately after Grant bot the place he sold to a party whose name I cannot recall 20 or more Acres of the land for $320. I think and as the party paid cash down at the time Capt Cansey gave him a deed of it. So as I see the matter Capt Cansy had not only sold the whole place contrary to the will of Mr Brooks - but had also given a deed of a portion of it, before he found out the error. Capt Grant never knew of the provisions of that will. Capt Cansey never told him. Mr R R Prentiss told me. I suppose that to be the reason why another man was not appointed by the Court to carry out the previous order of the Court

Mr Prentiss told me he thought the youngest Brooks child would become of age in about a year or sometime in 1893 and if we kept quiet till that child was of age he did not think there would be any trouble in settling the whole business.

As my Uncle had put the business in his hands - and under those conditions nothing could be done then I left the matter in his charge - and supposed he would act when the time came - I was very much

4 surprised that he should tell Isaac Holmes that he had nothing to do with it as I had not been notified in any way whatever.

Before Capt Carey died My Uncle had sold to John Ash - 9 acres - to Isaac Holmes 6 acres, to Gilbert Holland 10 acres to Burt Miles 10 acres - to Noah Coston 10 acres and to Emma Coston 13½ acres of the land - and they have made payments on the same and have R Grants receipts for the several amounts -

They were to have deeds when the land they had bo^t was paid for. This land was all sold at $15 per acre - and the parties were to have 3 or 4 years to pay in.

Until I read the letter from Isaac Holmes. I could see no way to do a thing - I did not know Mrs Brook or where she or her children could be found and in fact as the place was sold by order of the Court by a Comr appointed to do so I did not know as Mrs Brooks could do anything if I did know where she was.

On the receipt of Holmes letter I sent a note of inquiry to the Mrs Brooks in Manchester N H and found she was the lady

5 Was the Lady I was seeking - that Manchester is her home - not more than 2 hours by rail from this place - She say she will be glad and willing to ~~to~~ helpin' any way she can. She writes that her husband bought the B Farm in 1880 of Mrs Colvin - and that the papers were made out in Oct of that year. She say Mrs Colvin is dead but that her two daughters Mrs Monday and Mrs Quimby keep a boarding school for young ladies at Suffolk.

Mr Josiah Mann done the business for Mr Brooks when the place was bot

Mrs Colvin owned about 1000 acres. Brooks bot 150 acres and buildings.

A few years after the Brooks purchase Mrs Colvin ~~sold~~ to a Dr Skiles. or else Dr Skiles negotiated a sale for her

Mrs Brooks says her husband went to the South for his health. lived but a few weeks after they had settled on the Farm - that he did leave a will with the provision that the place should not be sold till the youngest child - (a boy) should become of age - That boy died about 3 yrs

6 after his Father died

The buildings on the farm were burned in Mch 1883

She further says. finding I could not manage the farm myself and I needed the money to educate my girls I secured the right to sell from the Court.

So then it appears that ~~it~~ ~~it~~ ~~xxxxx~~ that the permission to sell was granted to Mrs Brooks and Capt Causy was only an agent in the matter

Mrs Brooks say her daughters are with her in Manchester - their names are Jessie Brooks and Adelaide Brooks and that the youngest was 20 years old last Jan.

She says she sees no obstacle to giving us a deed - if we can agree upon the terms. but as one daughter will not be 21 till Jan 1896 it seems to me we will have to waite till that time unless she is willing to have a guardian to act for her - I'm no lawyer you can tell about that - I do not know the "of Age" for girls in Va.

With such facts as I have given and what information you already have it does not seem to me to be a very difficult matter to get a sufficient Deed of the land Exclusive of the lot duded by Capt Causey

Mrs Grant (that was) has all the receipts given by Causey to Grant. I thought best to leave them with her as she was to share with me - and I supposed all the work would have to be done in Suffolk Mr Prentiss has a copy of the account — I do not know as you can see them as I am not familiar with the customs of the "Bar" in such cases, but I can imagine of no possible use they can be to him

As to the settlement we can make with Mrs Brooks ~~I do not~~ I think there is enough due from the colored men to more than pay her claim I have not the money to pay down and I do not think Mrs Grant has but I am willing to join with Mrs Grant and give her a Mortgage of the whole of the unsold portion 7½ acres I think and to turn over to her as money recd till

& her claim is satisfied. I will write her on the subject just as soon as I can find the amt due her.

I expect to hear from John Ash and Isaac Holmes in a few days Some information they are to get me.

I shall expect to pay my half of the cost of the conveyance to Mrs Grant and myself

I am a working man and get my living working on shoes.

I hold the deed of 206 acres of swamp timber land in the Cypress District

I will not write more I have been sick with a bowel trouble and daresay I have made lots of mistakes - which you will please overlook, and oblige

Yours Respectfully

Bryamin F. Doe

x 2 Marblehead

Mass

R H Rawles Esq.

Suffolk.

Va.

R. H. Raules. Esq.

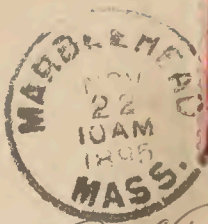
Suffolk

Va

10AM

Now Esq Holland if there is any thing
that happens to me I want you to get the Deed
for all that there has not Deeds been given
for to Mrs Virtley Grant My Wife and She
will pay you for all of it and also I want
you to Make out all of the Deeds for her that
there is Sold or you or She may Sell So
to be Sure to have it all Right For them
that helps the Widdo Lendick to the Ford
And there is 10 Acres Sold Gilbert Holland
and he has paid part on his which he has
got Receipts for from Capt Henry Causey and
all that has paid have got Receipts from Capt
Causey & the that they will Produce when they
Settle up for the Balance of thear Land
I want a Road 16 ft wide left along Side of the
Ditch that Runs Past Burtern Miles House to the
Wood Land that lays in back of his House out to
the Maine Road that runs down throug the Field
From the Rail Road. This is From Robinson
Of Suffolk Nansemond County Va Grant

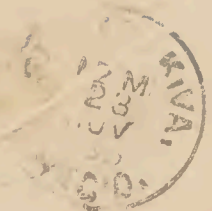
A Statement Of The Brooks Farme how it Stands
Now Dec 2/91 There is 20 Acres on the North Side of
the Sea Board Rail Road that is not Sold I ask $25,00
pr Acre for it with every thing there is on it, and
there is 10 Acres laying on the South Side and Joins
Davey Riddick and Land Sold Alexander Kelley then to
the West of it and on the South of the Rail Road there
is 6 Acres Sold to Dick Holms and he has paid
part on it then there is 10 Acres that I Agreed to Sell
John Ash and he has not Paid eny thing on it yet
Dec 2/91 then there is 14 Acres Sold Mrs Hosting
and She has paid part on hers and She has had it
Eight years and John Ash has had his Eight years
Dick Holms has had his 3 years then there is about
6 Acres lays on the East of Mrs Hosting that I Sold
Asher Hosting Brother for $15,00 pr Acre and he has paid
part on it he had it 4 years they all are to pay $15,00
pr Acre of the Land then there is 10 Acres that I
Agreed to Sell Burton Miles 2 years Ago for $15,00
pr Acre and he has paid me $5,00 then there is
10 Acres that lay betwen him and Gilbert Holland
that is not Sold then there is about 34 Acres that
Lays in Back of ~~Davy~~ Riddick & Burton Miles



Mrs. Virtley. A. Bailey.

Suffolk.

Va.



Marblehead Nov 21 - 1895

Mr R H Rawles

Dear Sir

I have come to an agreement with Mrs Brooks, and I see no reason why we cannot now go on and finish up the whole business of the Brooks Farm, and give the Colored men their deeds as soon as they are ready to pay the balance due on their land

Mrs Brooks writes me that she has received $839.80 of the $975.00 Capt Grant was to pay for the land and that will make the balance due her $135.20, and she is willing to settle as I proposed to in a former letter.

Mrs Bailey and I are to give her our joint Note for $135.20 secured by a mortgage on the undeeded land (130 acres) and she will give us a deed

deed – and all money collected from the colored men to be immediately paid to her until her claim is paid

So will you please write a deed of the place, a joint note and Mortgage – have Mrs Virtley A Bailey come before you and sign the note and mortgage and send them all to me and I will take them up to Mrs B at Manchester N H and complete the business

She writes me that she was appointed guardian of all her children at Suffolk at the time she was given permission to have the land sold, so there need be no trouble on that score

There is quite a sum due from the colored men and women who are on the land and as they have made no payments during the last five years there ought to be money enough ready for us to pay Mrs Brooks and all necessary expense – in a short time

3

After we get an incumbend title to the land I shall want my half set off from Mrs Baileys and it will be in the Market.

Please attend to this matter as soon as you can conveniently — as, if I have to go to Manchester I would prefer to go in a week or two from this time than later in the season

If you should see Mr Colmes or Mr Ash — tell them the contents of this letter

Please send you bill for Making Deed. Note and Mortgage. to me.

I want you to deduct it from the money received for the land at any time you may see fit to do so, then Mrs Bailey and I will pay each their share

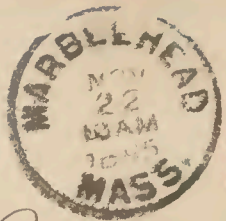
Yours Respectfully

Benjamin F. Doe

Marblehead

Mass

* 2



R. H.. Rawles.. Esq

Suffolk.

Va.

KIVA
RECD.

Manchester Sept 9-95

Mr R H Rawles

Dear Sir

Yours of the 3rd rec'd I have never understood that Mr Grant had paid the full amount when it has been paid I am willing to sign a deed. I have been corresponding with Mr. B. F. Doe in regard to the matter.

My son has passed away my two daughters are with me, are not married

Yours respectfully.

F. E. Brooks.

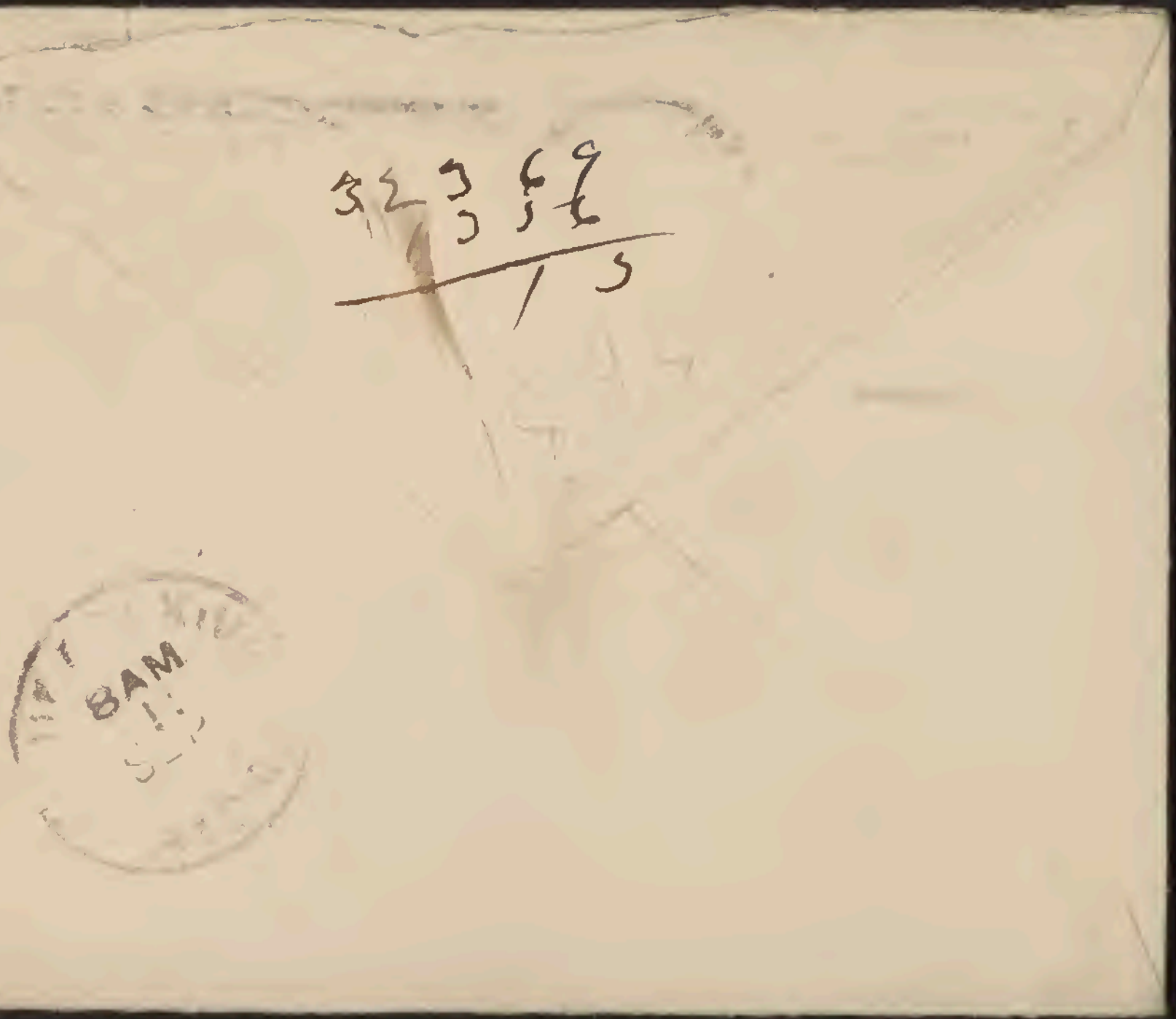
918 Lake Ave.

Manchester N.H.

Mr. R. H. Rawles

Suffolk

Va.


BAM

Francis E Brooks
vs
Benjamin F Brooks
It appearing that there has been no order or proceeding for five years in this cause, it is ordered that it be stricken from the docket, with leave to re-instate with good cause within one year from this date

18

Francis E Brooks
vs
Benja F Brooks

Oct 12th 94
Dismissed
CMH

Papers in hands of
R R Rents.
In hands of
Judge Rents

Entered in Chancery
Order Book No. 2
Page 590.

To the Hon: George Blow, Judge of the Circuit Court of Hanserond County —

The undersigned, Frances E. Brooks, the only adult ~~party~~ plaintiff to the cause respectfully represents that since the institution of the proceedings in this cause, the dwelling house and principal barn have been destroyed by fire and there is now no house of any sort in which she and her infant children can reside and that it is absolutely necessary for the ordinary maintenance of herself and children that the land in the proceedings mentioned should be sold and the proceeds thereof held subject to the order of this Court, or the Court, in which the personal representative of Benjamin F. Brooks. qualified, for the support of the infant children of said B. F. Brooks, their education and maintenance, and

Frances E. Brooks

Brooks
vs
Brooks

In the name of God, Amen.
I, Benjamin G. Brooks, late of the County of Middlesex, in the State of Massachusetts, but now of the County of Nansemond, in the State of Virginia, being of sound and disposing mind and memory, though at present in feeble health do make, ordain and publish this as and for my last will and Testament.
1st: I give and bequeath to my Son Benjamin F. Brooks my gold watch which I usually wear to be delivered to him at my decease by my personal representative hereinafter named—
I also give devise and bequeath to my said Son Benjamin F. Brooks a chest of Mill wrights tools now in my possession.
2nd: I give and bequeath to my beloved wife Frances E. Brooks the gold watch and chain which she usually wears.
3rd: Being desirous to provide for the maintenance and education of my younger children I desire that my estate both Real and Personal shall be kept together and that there shall be no division or sale of any portion of the same until the youngest child becomes twenty-one years of age or is married,
Said property consists of a tract of land in Nansemond County near Magnolia or Stevens Station containing One Hundred and fifty acres and

all the household and kitchen furniture and all
or chattels on said farm and all and every
other kind of property on hand at my decease.
4th: I hereby nominate and appoint my beloved
wife Frances E. Brooks to be the Executrix of this
my last will and testament and direct her to
hold my whole estate together as above men=
tioned, and when the youngest child shall
attain the age of twenty-one years or be mar-
ried then the estate to be equally divided a=
mong my children, share and share alike, to
them and their heirs forever, subject of course
during the life of my aforesaid wife to her right
of dower therein.
5th: I specially request that the Court in which
she shall qualify as the Executrix of this
my last will and testament shall require
no security of her as such.
In testimony whereof, I, the said Benjamin
G. Brooks have to this my last will and testa=
ment, subscribed my name and affixed my
seal this 11th: day of December, One Thousand
eight hundred and eighty.

Benj. G. Brooks (Seal)

Signed, sealed, published
and declared by the said
Benjamin G. Brooks as
and for his last will
and testament, in the

presence of us, who at his request and in his presence, and in the presence of each other, have subscribed our names as witnesses thereto.

Alice A. Cuddeback
J.R. Philhower
C.H. Causey

At a Monthly Court continued and held for Hunterdon County, the 17th. day of December, 1880. This Last Will and Testament of Benjamin G. Brooks, late of this County, deceased, was this day fully proved by the oaths of Alice A. Cuddeback, J.R. Philhower and C.H. Causey, subscribing witnesses thereto, and was thereupon ordered to be recorded. And on the motion of Frances E. Brooks, the Executrix named in the said will, who made oath as the law directs and entered into a bond in the penalty of Two Thousand Dollars, conditioned according to law (but without security, the will directing that none should be required of her, and which said bond being acknowledged by the obligor therein is ordered to be recorded) Certificate is granted the said Frances E. Brooks, for obtaining a probate of the

said will be due form.

Teste:

Peter B. Prentis. Clerk

A Copy,

Teste:

Peter B. Prentis. Clerk

Benj. L. Brooks's Will (a Copy)

Exhibit "A"

In the Circuit Court for the County of Nansemond.

In Chancery

Brooks. vs Brooks.

To the Hon.t George Blow, Judge of said Court.

Humbly complaining, sheweth unto your Honor, that Benjamin F. Brooks a resident of the county of Nansemond, in the State of Virginia, was in his lifetime seized and possessed in fee simple of a certain tract or parcel of land lying and being in the county aforesaid on both sides of the Seaboard and Roanoke Railroad between Steven's station and Magnolia Springs, and adjoining the lands of William P. Moore's estate, the lands of Lorymia Colvin, and others, containing about One hundred and fifty (150) acres, more or less, and the said Benjamin F. Brooks being so thereof seized and possessed some time in the month of November, 1880, departed this life, having however duly executed a last will and testament which was on the 17th: day of December, 1880, duly admitted to probate in the County Court for the County of Nansemond, an authenticated copy of said will being herewith filed, marked

"A", leaving a widow. Frances E. Brooks and three children, to wit Benjamin F. M. Addie and Jessie F. Brooks of whom the last two are still infants, and appointed the said Frances E, his widow, as the Executrix, with directions to hold the estate together for the education and maintenance of the children till the youngest should attain the age of twenty-one years or be married.

Your orator Frances E. Brooks says that at the time of her late husbands' death their only son, B. F. Brooks, then a youth of nineteen years was living at home and exercised a general supervision over their out-door affairs for some time previous to the death of his father, who was confined to his room because of his failing health - and continued for several months after his father's death to attend to and carry on the affairs of the farm on which they all lived, and your orator hoped to be able to carry out the wishes expressed in her husbands will and keep the family together, and the property as well, and educate her

infant daughter: but her only son, above referred to, having acted very badly and deserted her in the very midst of "pitching" a crop for the year 1881 and carried off with him what ready money she had at the time, she has struggled in vain to support herself and daughter and give them the customary educational advantages, being wholly unused to managing and directing the affairs of a farm; she has also endeavored to rent the farm but can obtain nothing like sufficient rent to support herself and children in the plainest manner. and therefore she is constrained to apply to this Court for relief and pray that the tract of land aforesaid, it being the only property belonging to her late husband's estate that remains, be sold, the proceeds put at interest, and the income arising therefrom be used for the support ~~and Educ~~ of herself and daughter, Mr. Adelia and Josie, aged respectively fourteen and eight years, and for their proper education, and

that this court may, if necessary, authorize from time to time the expenditure of such portion of the principal as may be needed for the proper execution of the well known and often expressed wishes of the decedent to have his young children properly educated

In tender consideration whereof and forasmuch as your complainants are remediless in the premises save by the aid of a court of equity where matters of the kind are alone and properly cognizable, your complainants pray that Benjamin F. Brooks be made party defendant to this bill, and be required to answer the allegations contained in this bill on oath according to the best of his knowledge, remembrance information and belief as fully and pertinently as if again herein repeated and he, the said defendant thereto specially interrogated that the said real estate may be sold and the proceeds disposed of under the order of this court, that proper process may issue, and that such other, further and general relief may be afforded your complainants as the nature of the

case may require or to equity shall seem meet

And your complainant will ever pray &c

Frances E. Brooks

By C. H. Causey

R. H. Rawles Solr.

Rawlins Esq.
County

Brooks
vs
Charleston
Brooks

Bill

Frances E. Brooks, widow &c, Cal.

vs & Chy: Notes

Benjamin F. Brooks.

1883. Jany: 22nd: Summ: in Chy: issued to February Rules, 1883.

" " " Affidavit made & filed, that defdt: is a Non-resident

" " 24th (in Vacation) Order & Publication award vs defendant

" Feby: 5th: Bill & Exhibit filed

" March 5th: Certif: of order of Pub: filed

" Apl: 2nd: Order of Pub: having been published and posted according to law, and no Appear: cause set for hearing on mo: of Pltffs: Counsel

" " 13th: Decree for accos:

" Septr: 29th: Report filed

" Octo: 13 Decree for Sale

" Comm's Bond (& sale) filed

Chy: Notes