1901-001
Nansemond Co (Suffolk) Chancery Causes: A.T. Byrd vs Mildred A. Byrd et al

Holland

A T Byrd
vs
Chancery
Mildred A Byrd & others

1901
April 11th
Final Decree

Costs
Clerk 6.10
Shff 1.00
Jay 1.50
Atty 15.00
$23.60

IF NOT DELIVERED IN FIVE DAYS RETURN TO

R. H. RAWLES,

ATTORNEY AT LAW AND NOTARY PUBLIC,

SUFFOLK, VA.

Vouchers.
Han Riel, pair

$391;08 . Received of R.H. Rawles and W. S. Holland special commissioners in the chancery cause of A. T. Byrd vs Mildred A. Byrd and Z. T. Holland, now pending in the circuit court of Nansemond county the sum of three hundred and ninety one, and 08/100 dollars, by check which when paid is in full payment to me of the amount due and coming to me in said cause from the sale of the real estate mentioned in the bill and procedings, and which was sold by said commissioners; it being one half of the net amount realized from said sale of said real estate after paying the costs and expenses of said suit and sale and taxes for 1900. And I hereby release and discharge said commissioners from all further liability to me in said cause .

Nov. 24. 1900.

Wm S. Holland atty.
for M. A. Byrd

$391.08/100 Recd of R.H. Rawles and W.S. Holland Special Commissioners in the Chancery cause of A.J. Byrd vs Mildred A. Byrd et al now pending in the Circuit Court of Nansemond County three Hundred and Ninety one 08/100 dollars in full of the amount due me from sale of land in said cause, after paying costs of suit and sale. Nov. 22, 1900.

Witness:-

S.L. Saunders

A.J. Byrd

Mr. Mildred A. Byrd Dr.

1900. To S. T. ELLIS, Treasurer of Nansemond County, Va.

| No. 61 | State Tax, 30c. on $100. | State School Tax, 10c. on $100. | County Levy, 30c. on $100. | Parish Levy, 8c. on $100. | County School Tax, 5c. on $100. | District School Tax, 5c. on $100. | County Road Tax, 15c. on $100. | TOTAL TAX. |
|---|---|---|---|---|---|---|---|---|
| No. of Acres 79 | | | | | | | | |
| To Real Estate, value $563 | 1 69 | 56 | 1 69 | 45 | 28 | 28 | 85 | 5 80 |
| " Personal Property, value $ | | | | | | | | |
| , value $ | | | | | | | | |
| Poll Taxes | | 1 00 | | | | | 50 | |
| Total | | | | | | | | |
| 5 per cent. additional | | | | | | | | |
| Total | | | | | | | | |

Received payment 14 day of Nov 1900

per R. H. Rawles

W. A. King Dep. Treasurer.

Per

$I:00. Received of R. H. Rawles and W. S. Holland special commissioners one dollar for printing hand bills of sale in the case of Mildred A. Byrd et als ads A. T. Byrd in the Circuit court of Nansemond county. November 24th I900.

Suffolk Herald,
per Donald McLeod

POSTAL CARD - ONE CENT

UNITED STATES OF AMERICA.

THIS SIDE IS FOR THE ADDRESS ONLY.

Judge R. H. Rawles

Suffolk

Va.

$2;5o. Received of R. H. Rawles and W. S. Holland special commissioners in the chancery cause of A. T. Byrd vs Mildred A. Byrd et al two dollars and fifty cents for crying out land at public auction in said suit . November 24th 1900.

W. E. Whitfield
Cryer

$8;60. Received of R. H. Rawles and W. S. Holland the sum of eight dollars and sixty cents in full of clerk's fees writ tax and sheriff's fee in the case of A. T. Byrd vs Mildred A. Byrd et als in the Circuit court onf Nansemond county . this includes all decrees up to dismissal of case . November 24th 1906.

A. P. Gomey Clerk

Received November 26th, 1900, of Wm. S. Holland, my attorney, the sum of three hundred and fifty (350) dollars, it being in full of my share in the proceeds of sale of the land sold under a decree of the Circuit Court of Nansemond county, Va., in the suit of A. T. Byrd against myself and Z. T. Holland.

Witness.

W. H. Holland.

Mildred A. Byrd.

55.25-
4.50
---
50.75-
1.50
2297
---
75.22

Whaleyville Va.
11-8-1900

Mr. R. H. Rawles
Suffolk Va.

Dear Sir:-

It was so I could not go to Suffolk today so I send you money order for $10.50 to balance my acct. Please attend to it for me and send my notes to me.

Yours truly
J. George Joyner

600
5-11.17

| | |
|---|---|
| Bonus | 88.83 |
| H & R. | 45.54 |
| Stand | 1.00 |
| Clock-Shed | 7.10 |
| Ann. | 2.50 |
| Pens | 1.00 |
| H & R on T. | 1.50 |
| Tax | 5.60 |
| | 153.67 |
| M. A. B. | 391.08 |
| | 544.75 |
| R & R | 55.25 |
| | 600.00 |

| | |
|---|---|
| Com. | $ 25.94 |
| Clerk | 5.00 |
| Atty Gen | 15.00 |
| | 45.94 – |
| Tax on check | 1.00 – |
| Clerk | 6.10 – |
| Sheriff | 1.00 – |
| Auditor | 2.50 – |
| Printing | 1.00 |
| Int Tax | 1.50 – |
| Inc 1500 | 5.80 – |
| | 64.84 |

842.00
64.84

2 | 782.16

391.08 – M.A.B.
64.84 – Cost
53.00 – RMR

# 508.92
2.25 – Rod, check

# 511.17

| | |
|---|---|
| RTR fee | 75.00 |
| | 17.00 |
| Ded 5 + 12 | 5-8.00 |
| | 10.00 |
| Off | 48.00 |
| Mailing + recip ded | 5.00 |
| Trust | $ 5-3.00 |

Law Office of

R. H. RAWLES, ASSIGNEE OF S. A. BAKER.

SUFFOLK, VA., January 20, 1897.

Having been appointed assignee of Mr. S. A. BAKER, I am now proceeding to collect all accounts due him. I find on his books an account against you for $_____. This you must pay to me at once. The Deed requires me to proceed by action at law or suit to collect all not paid on demand. Therefore you will save trouble by paying at once.

Very respectfully,

R. H. RAWLES.

Bonum =

600
5.11.17
88.83
2.50
5.80
7.10
22.97
351.08
518.28

600.
5.18.28
81.72
6
75.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Mildred A Byrd and Z T Holland

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 September 1900, to answer A Bill in Chancery, exhibited against ~~Lott~~ Them in the said Court by A T Byrd

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 9th day of August, 1900, in the 125th year of the Commonwealth.

A copy—Teste:

_____, CLERK.

Teste: C. P. Gomer, CLERK.

R N Rawles p. q.

A P Byrd

vs. } In Chancery.

Mildred A Byrd & others

1900

September Rules.

First Monday.

Nansemond Circuit Court.

Process Book No. 21

Page 196

Executed this 15 day
of Sept 1900 on
the above named
A P Byrd by delivering
to him in person
a true copy
Teste
J W Collins Sh'ff

To the clerk of the Circuit
Court of Warren County.

A. J. Byrd — Plff

vs.

Mildred A. Byrd
L. T. Holland — Defts.

Issue summons in Chancery
for plaintiff against defendants
to 1st Sept. rules 1900 to
answer said plaintiff's
a bill in chancery.

Fee $1.50 paid

R. H. Raines J. P.

Lives near Bland Va.

A. T. Byod
vs. Memurandum
Mildred A Byod
Chancery

Know all Men by these Presents,

That I, J. T. Rawles of the County of Nansemond have made, constituted and appointed and by these presents do make, constitute and appoint and in my place and stead put and depute A. H. Rawles of the County of Nansemond my true and lawful attorney for me and in my name and place and stead to sign my name as surety to a Special Commissioners bond to be given by said A. H. Rawles and W. S. Holland as special commissioners in the chancery cause of A. T. Byrd vs Mildred A. Byrd et al now pending in the circuit court of Nansemond County, said bond to be in the penalty of $1000 giving and granting unto my said attorney, by these presents my full and whole power and authority in and about the premises to have, use and take all lawful ways and means in my name for the purposes aforesaid. And, generally, all and every other act or acts, thing or things, in the

law whatsoever needful and necessary to be done in and about the premises for me, and in my name, to do, execute and perform as fully, largely and amply, to all intents and purposes, as I might or could do, if personally present. Hereby ratifying, allowing and holding for firm and effectual, all and whatever my said attorney shall lawfully do in and about the premises, by virtue hereof.

In Witness Whereof, I have hereunto set my hand and seal this 18th day of October 1909.

J. D. Rawls. [L. S.]

A Copy
Teste:
L. P. Gurney Clerk

**Know All Men by These Presents,** That we, R. H. Rawles
Wm S. Holland and J. T Rawles

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of One Thousand DOLLARS, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this 25th day of October in the year of our Lord one thousand, ~~eight~~ nine hundred ~~and~~ (1900), and in the 125th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas by a decree of the Circuit Court of Nansemond County Virginia pronounced on the 18th day of October 1900 in the chancery cause pending in the said court between A. T. Byrd Complainant and Mildred A. Byrd and J. T. Holland defendants the above bound R. H. Rawles and Wm. S. Holland who were appointed Special Commissioners for the purposes specified in said decree. Now therefore if the said R. H. Rawles and Wm. S. Holland shall faithfully discharge their duties under said decree and all other decrees they may be required to execute in said cause, then the above obligation is to be void otherwise it is to remain in full force and effect.

Wm. S. Holland SEAL
R. H. Rawles SEAL
J. T. Rawles by SEAL
R. H. Rawles his attorney SEAL
in fact. SEAL

In the office of the Clerk of the Circuit Court of Nansemond County, on the 25th day of October 1900 ~~1805~~

The above bond was executed and acknowledged by the obligors (the suret-y justifying on oath as to his sufficiency) by his duly authorized attorney R. H. Rawles in fact and recorded.

Teste: A. L. Gomey CLERK.

A Copy Teste: A. L. Gomey Clerk

A. H. Rawlis and
Amy S. Holland.
To } Spec. Comrs. Bond.

The Commonwealth.

1900
October 25th
Recorded in Bond
Book No 1 Page 223

A copy.

A T Byrd
To
Mitland Byrd &
Z T Holland

To the Hon. R.R. Prentiss Judge of the Circuit Court of Rankin County:

The undersigned Special Commissioners duly appointed by a decree of this court on the 20th day of November 1900 in the Chancery Cause of "A.T. Byrd vs Mildred A. Byrd et al" to collect the purchase money for the land hereinafter sold in said cause, to make the purchaser a deed for said land, and to pay the costs of this suit and sale and the remainder to distribute according to the terms of said decree, beg leave to respectfully report, that we have collected the whole of the purchase money for said land from the purchaser Anastatia Byrd, that we have made her a deed for said land with the usual covenants of title in such case, that we have paid all the taxes on said land and all the costs of this suit and sale, and have divided the remainder of the purchase money, paying one half of the said remainder to A.T. Byrd

and the other half to Mildred A. Byrd, the itemized statement of our transactions being as follows, which being filed for all disbursements:-

Sold land in Bill and proceedings mentioned to Annstabia Byrd for $847.00

Paid out:

| | | |
|---|---|---|
| Commissions (reserved) | $25.94 | |
| deed to purchaser " | 5.00 | |
| Atty tax fee " | 15.00 | |
| Revenue Stamp on deed " | 1.00 | |
| A.P. Turner Clerk Co. | 6.10 | |
| Writ tax | 1.50 | |
| A.H. Baker Sheriff | 1.00 | |
| W.E. Whitfield Clerk | 2.50 | |
| Herald Printing | 1.00 | |
| S.T. Ellis Co. Treasurer taxes for 1906 | 5.80 | |
| | $64.84 | $64.84 |
| For distribution | | $782.16 |
| Paid A.T. Byrd | $391.08 | |
| " Mildred A. Byrd | 391.08 | |
| | $782.16 | |

All of which is respectfully submitted.

R.H. Rawles } Special Commrs
Wm S. Holland } spec. com.

Final Rept.

Byrd vs Byrd et al.

Filed March
28th 1901.

A B Gomey clerk

To the Honorable Robert R. Prentis, Judge of the Circuit Court of Nansemond County ;

The undersigned special commissioners, appointed by a decree of this court on the I8th day of October I900, in the chancery cause of A. T. Byrd, vs. Mildred A. Byrd et als, to sell the real estate in the bill and proceedings mentioned, of which the said Mildred A. Byrd was alleged to be seized and psssessed, bgg leave to report, that after having given bond as required by the said decree with security deemed sufficient by the clerk of this court, and after having duly advertised the said sale of the said real estate as required by the said decree, and having in all other respects complied with all the requirements and conditions of the said decree, we offered the said real estate for sale at public auction, to the highest bidder, on the terms named in the said decree, on Monday the I2th day of November I900, that being court day, before the court house door of this county, at which said sale the said property was struck off to Annstatia Byrd, she being the highest bidder for the same, at the price of $847 ; and the said bidder has elected to pay the whole of the purchase money in cash, and take a deed for the said property. Your commissioners think this is a very fair sale as the property brought much more than its appraised or assessed value. We therefore respectfully ask that your honor will confirm said sale, and decree that we collect the whole of the pirchase money in cash and make to the said purchasser a deed for the said real estate, with the usual covenants of title in such cases; that we pay the costs and expense of this suit and sale; and all taxes that may now be due on said property and pay the remainder of the purchase money as follows ; one half to the said Mildred A. Byrd and the other half to the said A. T. Byrd taking proper receipts for all disbursements.

All of which is repsectfully submitted .

R. H. Rawles

Wm S. Hackand

Special Commissioners

Report
of
Sale of Lands

# Auction Sale

OF A

# Valuable Farm

## NEAR ELWOOD, VA.

By virtue of a decree of the Circuit Court of Nansemond county, entered on the 18th day of October, 1900, in the chancery cause therein pending between A. T. Byrd, plaintiff, and Mildred A. Byrd and another, defendants, the undersigned special commissioners, duly named in said decree, will sell at public auction, to the highest bidder, before the Courthouse door of Nansemond county, at 12 o'clock M.

## ON MONDAY, NOVEMBER 12, 1900,

(that being court day), the following real estate, to wit:

"A certain tract of land situate in Holy Neck district, in Nansemond county, Virginia, and bounded by the lands of Moses Darden, Jessie Duck, John M. Saunders and others, and containing sixty-nine (69) acres, more or less (sale and conveyance in gross, and not by the acre), it being the same land on which the said Mildred A. Byrd now resides, and of which at one time Eldred Byrd was seized and possessed, and by him conveyed to Z. T. Holland, and by Z. T. Holland conveyed to Mildred A. Byrd, it being the land in the bill and proceedings of the said chancery cause mentioned and described."

TERMS.—One-third cash; the remainder in one and two years, the purchaser to give bond with good personal security for the deferred payments, with interest from date of sale till paid; but with the option to the purchaser to pay the whole in cash, if so desired. Possession given on January 1st, 1901.

R. H. RAWLES,
WM. S. HOLLAND,
SPECIAL COMMISSIONERS.

---

I, A. P. Gomer, Clerk of the Circuit Court of Nansemond county, do certify that the above named special commissioners have given the bond required of them by the decree in said cause with security deemed sufficient by me. A. P. GOMER, Clerk.

CARRSVILLE, VA.
NOV 14 1900

Judge R. H. Rawls
Dr Sir.

You will please make the deed for the Byrd farm to ~~Annastatia Byrd~~ instead to me & oblige. If you have already made it you can scratch the name & change accordingly.

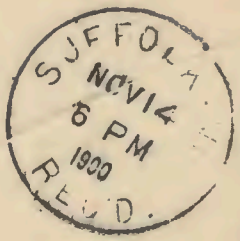
Yours
A. J. Byrd

After.....days, return to

.....

.....

Judge R. H. Rawls
Suffolk
Va


SUFFOLK
NOV 14
6 PM
1900
REC'D.

R. H. RAWLES,
Attorney at Law and Notary Public,
SUFFOLK, VA.

Southern Bell Telephone No. 88.

PRACTICES IN ALL STATE AND
FEDERAL COURTS.

Nov. 22, 1900.

Mr. A. T. Byrd:—

Dear Sir:— Come down Saturday if you can and bring this receipt, and I will explain anything you do not understand. If you cannot come then do not fail to sign & have witnessed the receipt and send it to me by Friday night mail. Yours truly

R. H. Rawles

I am busy indeed if in any thing that compels me to go - I conclude Saturday exactly & all night except for 5:00 for Evelyn Fair Recital - I will see you again as soon as I can get my Crop house.

Yours Truly

V. F. Byrd

Law Office
OF
W. S. HOLLAND,
COURTS: Isle of Wight, Nansemond and
Southampton.

WINDSOR STATION, VA., Oct 17th, 1900/~~1900~~

Judge R. H. Rawls,

Suffolk, Va

Dear Sir,-I have now the written consent of my client to compromise. I have drawn a compromise agreement, which I hope you will find correct, ~~and~~ send the same to A.T.Byrd, to be signed and acknowledged by him, and return the same to me and I will have my client to sign and acknowledge. I send you the answers which I wish you to file for me. Drop me a line.

Yours very truly,
Wm S. Holland.

Dic.to A.J.F.

THIS AGREEMENT, Made this I3th day of October I900 between A.T.Byrd party of the first part; and Mildred A. Byrd party of the second part, WITNESSETH: That in consideration of mutual agreements hereinafter contained it is agreed between the said A.T.Byrd and the said Mildred A. Byrd.

That the land in the bill and proceedings mentioned in the suit of A.T.Byrd against Mildred A. Byrd and Z.T.Holland, now pending in the Circuit Court of Nansemond county shall be sold under orders of the said court in said cause, that out of the proceeds of sale shall be paid first the taxable costs of the suit including all clerk fees for copying and the costs of said sale, and that the residue of the proceeds of said sale shall be paid one half to A.T.Byrd or his attorney, and the other half to Mildred A.Byrd or her attorney, that said Mildred A.Byrd claim no debt against the estate of Eldred Byrd deceased but she shall have all the personal property belonging to the said Eldred Byrd at the time of his death of every kind and description, and she, the said Mildred A. Byrd shall join with the commissioner or commissioners in a deed of conveyance to the purchaser, conveying any interest she may have in the said land.

It is further mutually agreed that for the consideration aforesaid that when siad land is paid for, and the money distributed under orders of the said court in said cause in accordance with this agreement then all claims, dues or demands of whatsoever kind in law and in equity on the part of the said A.T.Byrd, his heirs administrators or assigns against the estate of the said Eldred Byrd deceased and against the said Mildred A.Byrd snall be finally and forever settled. This compromise agreement shall be filed in the papers of the said cause after it is signed by R.H.Rawls and Wm.S.Holland attorneys for the plaintiff and defendants respectively, and also sign and acknowledged by A.T.Byrd and Mildred A.Byrd, and may be recorded in the Clerk's Office of the county Court of Nansemond county, and the costs of which recordation taxed as a part of costs in this suit.

Witness the signatures and seals of A.T.Byrd and Mildred A.Byrd, this 13th day of October 1900.

Wm S. Holland jr

I. A. Luck witness

A. T. Byrd (Seal)

Mildred A. Byrd (Seal)

State of Virginia,

Nansemond County, to-wit:

I, R. H. Rawles a Notary Public for the county aforesaid in the state of Virginia, do certify that A.T.Byrd ~~and Mildred A.Byrd~~ whose names is signed to the foregoing writing, bearing date on the 13th day of October 1900, has acknowledged the same before me in my county aforesaid.

Given under my hand this 18th day of October 1900.

R. H. Rawles N.P.

State of Virginia
County of Nansemond to wit—
I - I. A. Luck a Notary Public for the County and State aforesaid, do certify that Mildred A. Byrd whose name is signed to the writing hereto annexed bearing date the 13th day of octobr 1900 has acknowledged the same before me in my County aforesaid.
Given under my hand this 26th day of octobr 1900

I. A. Luck N.P.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

IN VACATION THIS ~~14~~ 20TH DAY OF NOVEMBER 1900.

A. T. BYRD

VS.

MILDRED A. BYRD & Z. T. HOLLAND.

This cause came on this day to be again heard on the papers formerly read, and on the report of R. H. Rawles and Wm. S. Holland, special commissioners, filed this day by leave of court, and to which there is no exceptions, and was argued by counsel. and on notice of the complainant's intention to apply for this decree by consent of parties

On consideration whereof the court doth adjudge, order and decree that said report be, and the same is, hereby confirmed; and that the sale of the land to ~~A. T.~~ Annstatia Byrd at the price and sum of eight hundred and forty seven (847) dollars as shown by said report be also confirmed.

And the court doth further adjudge, order and decree that said R. H. Rawles and Wm. S. Holland, who are hereby appointed special commissioners for that purpose make, execute and deliver to the said ~~A. T.~~ Annstatia Byrd a good and sufficient deed with special warranty, conveying to ~~him~~ her the said tract of land provided she shall first pay all said purchase price therefor, and out of the purchase price the said special commissioners shall pay the costs of this suit and said sale and any and all taxes and levies on said real estate, and shall pay the rest, one-half, to A. T. Byrd, and the other half to Mildred A. Byrd, and said special commissioners shall make report to court.

Robert H. Rawles

To the clerk of the Circuit Court of Nansemond County, Virginia:

A. T. BYRD

vs.

M.A.BYRD & Z.T.HOLLAND

Enter this decree Nov. ~~14th~~ 20 1900

Robert C. Davis

We consent to this decree.

R. K. Rawls Jr
Plaintiff

W. S. Holland for
defendants.

Entered in Chancery
Order Book No 3
Page 332

A.T.Byrd

vs.

Mildred A. Byrd & Z.T.Holland.

This cause came on this day to be ~~s~~ heard on the bill of complaint, the separate answers of the defendants, with general replication thereto, and a memorandum of agreement in writing between the parties compromising all matters in controversy, and was argued by counsel;

On consideration whereof, it appearing to the court by said memorandum and by the statement of counsel in open court that all matters and questions which have arisen or which might arise in this suit having been fully compromised out of court, ~~the~~ court in accordance with the said memorandum by consent of parties doth adjudge, order and decree that R.H.Rawls and Wm.S.Holland, who are herby appointed special commissioners for that purpose, proceed to sell the land in the bill and proceedings mentioned at public auction, at the court house door ~~of~~ Nansemond county, on some court day, to the highest bidder, for cash; one third, and the rest in one and two years from day of sale with the right , at the election of the purchaser, to pay the whole purchase price in cash; the purchaser to give bond with good personal security for the deferred payments, bearing interest from date of sale, purchaser not to have possession of the land until January Ist 1901, and ~~as to~~ after the payment of costs of this suit and said sale, then said special Commissioners shall pay any money in hand, after said sale is confirmed by the court, equally to said A.T.Byrd or his attorney and the said Mildred A.Byrd, or her attorney, but before said commissioners shall proceed to execute this decree they shall enter into a bond, before the clerk of this court in the penalty of $1000.00 payable as the law directs, and conditioned for the faithful performance of any duty under this, or any subsequent decree which may be entered in this cause. And the said special commissioners shall make report to court;

A. T. Byrd

vs.

Mildred A. Byrd et.als.

DECREE.

Enter Oct. 18, 1900

Robert T. Ellis

We consent to this decree

R. H. Rawles
p. q.
Wm. S. Holland p. d.

Entered in Chancery Order Book No 2 Page 324.

A. T. Byrd

vs

Mildred A. Byrd et al .

In Chancery .

This cause came on this day to be again heard on the papers formerly read, as well as on the report of R. H. Rawles and William S. Holland special commissioners, appointed by decree in said cause on the 20th of November I900, to ~~el~~ collect the purchase money, pay the costs and taxes, and distribute the remainder, which said report was filed on the 28th day of March I90I, and to which no exception has ben filed and was argued by counsel.

On consideration, whereof it appearing from the said report that the said special commissioners have collected the whole of the said purchase money for the real estate directed to be sold, that they ~~had~~ have made a deed for the same to the purchaser Annstatia Byrd with the usual covenants of title, that they have paid the taxes on the said land and all the costs and expenses of the said suit and sale and have paid the remainder of the said purchase money, one half to the said A. T. Byrd, and the other half to the said Mildred A. Byrd as directed by said decree, and that they have filed proper vouchers for all their disbursements, the court doth confirm the said report; and it appearing that nothing further remains to be done in this cause ~~it~~ the court doth order adjudge and decree that the same be stricken from the docket.

Final Decree,

Byrd vs Byrd etc.

Enter: April 11, 1901.

Entered in Chancery Order Book No 3 Page 349.

The separate answer of Z.T.Holland to a bill in chancery, exhibited against himself and others, in the Circuit Court of Nansemond county, by A.T.Byrd.

This respondent reserving to himself the benefit of all just exceptions to the many errors in the said bill contained, for answer thereto, or to so much thereof, as he is advised it is material for him to answer, answers and says.

That he denies that the deed mentioned in said bill as having been made by Eldred Byrd to him, was made to hinder, delay or to defraud A.T.Byrd or any creditor of the said Eldred Byrd, or that there was any fraudulent purpose on his part in said transaction, on the contrary he says that the deed was made for a valuable consideration and in good faith. He also positively denies that the deed in said bill mentioned as having been made by this respondent to Mildred A.Byrd was made to hinder, delay or defraud A.T.Byrd, or any creditor of the said Eldred Byrd or for any fraudulent purpose, on the contrary, he says it was a transaction in good faith, and for a valuable consideration. This respondent utterly denies that at the time of the said transaction he had any knowledge, or any cause to believe that the said Eldred Byrd owed his son A.T.Byrd a single penny, that at that time this respondent was in business at Holland's Corner, and that he knew something of the financial condition of the said Eldred Byrd and the said A.T.Byrd, that this respondent lived within three or four miles of the said Eldred Byrd, when said A.T.Byrd was borned that the said Eldred Byrd was his customer and neighbor, and that from all these facts and circumstances, he did not know, he had no cause to believe, and he did not believe for one moment that said Eldred Byrd ever owed his said son any money. This respondent says that he is not financially interested in this suit, and that he knows no reason why he should be made a party thereto.

This respondent does not admit any of the allegations in the said bill, but denies the same so far as they directly or indirectly charge him with any fraud or other wrong or with any knowledge of any

fraud or other wrongs just as fully and as completely as if categorically denied.

This respondent having fully answered and denying all fraud and unlawful combination, prays to be hence dismissed with his costs in this behalf so wrongfully expended.

And he will ever pray. Z. T. Holland

Virginia, Nansemond County, to-wit:

I, Elihu Joyner, Notary Public, a ~~Justic of the Peace~~ for the county aforesaid in the State of Virginia, do certify that Z.T.Holland, whose name is signed to the above answer has this day personally appeared before me in my said couhty, and after being duly sworn by me, made oath that all the statements contained in the said answer are true to the best of his knowledge and belief.

Given under my hand this 6th day of October 1900.

Elihu Joyner N.P.

The separate answer of Mildred A.Byrd to a bill in chancery exhibited against herself and others, in the Circuit Court of Nansemond county, by A.T.Byrd.

This respondent reserving to herself the benefit of all just exceptions to the many errors in the said bill contained, for answer thereto or to so much thereof as she is advised it is material for her to answer, answers and says.

That it is true that Eldred Byrd, the father of the plaintiff, died in the year I900, but she denies that the said Eldred Byrd on the I5th day of May I877 was justly indebted to the said plaintiff, in the just and full sum of $850.00 for full value received, or any part thereof, she denies that said father owed said son anything, on the contrary, she says that said A.T.Byrd was indebted to the said Eldred Byrd his father. She utterly denies that on the I5th day of May I877 the said Eldred Byrd executed and delivered to said plaintiff under his hand and seal and duly witnessed, any certain bond for the sum of $850.00, payable as alleged. This respondent does not believe there is any such bond in existance, and prays for an opportunity to see and inspect the same, or the paper referred to in said bill of complaint. This respondent says that Eldred Byrd was an illiterate man and could not neither read nor write, that if there is any such paper in existance, as the paper called a bond in said bill, then it was procured by fraud, and that the said Eldred Byrd did not know what he was doing when he acknowledged, if he did ever acknowledge, the said paper, that if he did acknowledge any such paper such acknowledgement was procured by the false representation of the said A.T.Byrd, and that the said Eldred Byrd was mislead and deceived by the said A.T. Byrd. This respondent says that for some fifteen years next preceeding the death of Eldred Byrd his said son, the said A.T.Byrd, did not speak to him, and was his father's bitterest enemy, that said Eldred Byrd had stated to this respondent that said A.T.Byrd owed him money instead of being indebted to the said A.T.Byrd. This respondent says that in the year I877 the said A.T.Byrd was a young man, about twenty five years old,

that he had made no money, and that his father was constantly aiding and assisting him in a financila way, and she says that there was no consideration whatever for any such bond.

This respondent absolutely and positively denies that she did any improper act, or used any influence or made any effort to induce her said husband to dispossess himself of his said property or to get it conveyed to herself. She absolutely denies making the life of her said husband unhappy or miserable, on the contrary, she was to him a true and faithful wife, endevering at all times to make his life a happy one. She says if the life of her husband was embittered, unhappy or miserable it was caused mainly by the fact that his only child, the said plaintiff, had become his father's bitterest enemy, and at all times, in season and out of season, the said son was abusing, vilifying and slandering the good name of his said father, the husband of this respondent.

As to the deed made to Z.T.Holland by said husband and father and the deed made by said Z.T.Holland to this respondent, she denies that they or either of them was made without valuable consideration or with any fraudulent intent whatever, and she says that they were both made in good faith and for a valuable consideration, she denies emphatically that the deed from said Eldred Byrd to this respondent, as alleged in said bill, was made to hinder, delay or defraud any creditor of said grantor or for any fraudulent purpose whatever, but on the contrary, was made in good faith. This respondent emphatically denies any knowledge of any fraudulent intent or purpose on the part of the said Eldred Byrd in making any conveyance at any time whatsoever. She denies that the said Eldred Byrd remained in possession of any property after he sold it as the owner thereof.

This respondent says that at the death of the said Eldred Byrd she was compelled to go to the expense of his funeral and burial and that said expense amounted to a large sum, to-wit: the sum of $50.00 which is now due to her and has never been paid, and there has been no administration on the estate of the Eldred Byrd deceased.

This respondent says that A.T.Byrd never listed for taxation the bond which in said bill, he alleges was executed, to him and has been and still is his property, and she is advised that no action, suit or ponceeding at law can be had to inforce the collection of the same, and earnestly insist upom all of her rights in this regard.

This respondent says she is informed and believes, and here charges that the said plaintiff, A.T.Byrd, has been for the last ten or fifteen years instraightened financial circumstances, at all times hard pressed for money, and that notwithstanding his financial condition and notwithstanding the bitter enmity and malice bore to his said father, the said Eldred Byrd, he refrained from attempting to collect his alleged debt till the voice of his said father was closed in death, and therefore, unable to deny and expose the outrageous fraud in attempting to deprive this respondent of her property. This respondent says that she is advised that no suit can be had by the said A.T.Byrd to set aside a deed or deeds, conveyance or conveyances on the ground that said deeds or conveyances were not upon consideration deemed valuable in law unless said suit was brought within five years from the time such right first accrued. She says this suit was not instituted within that time, and she prays that this answer may be treated as a plea of the statute of limitation as against the claims of the plaintiff in said bill of complaint set out.

This respondent does not admit any allegation in said bill contained, except as hereinbefore expressly admitted, and she denies each and every allegation in said bill contained, which tends to show that she has been guilty or had any knowledge of any fraud or wrongs on the part of her said husband, the said Eldred Byrd, or that the said Eldred Byrd was guilty of any fraud or wrongs, or that the said Eldred Byrd was indebted in any way to the said plaintiff, or that there ever has been any fraudulent intent on her part.

And having fully answered and denying all fraud and combination, this respondent, prays to be hence dismissed with her cost in this behalf expended.

And she will ever pray.

Wm L Hallett pid

Mildred A. Byrd
by her attorney

#4

Virginia, Nansemond County, to-wit:

I,.....,..... , a Justice of the Peace for the county aforesaid in the State of Virginia, do certify that Mildred A.Byrd, whose name is signed to the above answer has this day personally appeared before in my said county, and after being duly sworn by me made oath that all the statements contained in the said answer as coming of her own knowledged or information derived through others she believes to be trus.

Given under my hand this th day of October 1900

Byrd M. A. et als

abs

Byrd A 7

Answer of
M. A. Byrd

To the Honorable Robert R. Prentis, Judge of the Circuit Court of Nansemond County.

Humbly complaining, showeth unto your Honor, your orator, A. T. Byrd of Isle of Wight County, Virginia, the following case;

That Eldred Byrd, the father of your orator departed this life sometime in the year 1900; that during the life time of the said Eldred Byrd, to wit; on the 15th day of May, 1877, he the said Eldred Byrd was justly indebted to your orator in the just and full sum of $850 for full value received, and that being so indebted to your orator, the said Eldred Byrd did on the 15th day of May, 1877 execute and deliver to your orator under his hand and seal and duly witnessed, his certain bond for the sum of $850 payable to your orator 20 years after date, and your orator further says that he is still the owner and holder of the said bond of $850 of the said Eldred Byrd, and that no part of the same, either principal or interest has ever been paid to him, but that the same is now all fully and wholly due and payable to your orator.

Your orator further says that on the said 15th day of May, 1877, the said Eldred Byrd who was then an unmarried man, (your orator's mother being dead) was seized and possessed in fee simple of the following real-estate to wit:

A certain tract of land situated in Holy Neck District in Nansemond County, Virginia, and bounded by the lands of Moses Darden, Jessie Duck, John M. Saunders and others, and containing 69 acres, more or less; and that he also owned one horse, one top buggy, two carts and wheels, four head of cattle, some hogs, some house-hold furniture, some kitchen furniture, some corn and fodder and some meat and lard; that the said Eldred Byrd was at that time in possession of all the said personal propetty and was using and consuming the same, and that he was also in possession of, residing on and cultivating the said land..

That sometime during the said year the said Eldred Byrd married the defendant in this suit, Mildred A. Byrd; that some time after the said marriage, his said wife undertook and set about by her arts, wiles and

machinations to possess herself of the property of her said husband, the said Eldred Byrd, and to put thesame beyond the reach of your orator and other creditors of the said Eldred Byrd, and that she did by her over persuasion and arts and wiles as well as by her other conduct induce the said Eldred Byrd and drive him to make conveyances of all his said property; that by her conduct she made his life so unhappy and so unpleasant, that he at last yielded to her entreaties and did dispossess himself of all his said property in the following manner;

That is to say the said Eldred Byrd and Mildred A. Byrd his wife, on the 8th day of September, 1888 made a deed of Bargain & Sale to Z. T. Holland, conveying to the said Z. T. Holland the tract of land hereinbefore described in this bill, as well as all of the personal property hereinbefore mentioned for the pretended consideration of $800; which said deed is recorded in deed book # 20, page 483 in the Clerk's Office of Nansemond County Court. On the 16th day of January, 1889, the said Z. T. Holland by deed of Bargain & Sale re-conveyed all of the said property hereinbefore mentioned, both real and personal to the said Mildred A. Byrd for the pretended consideration of $900. Your orator is informed and believes, and therefore charges that the said deed of the 8th of September, 1888 made by the said Eldred Byrd and Mildred A. Byrd to the said Z. T. Holland was made with the intent to hinder, delay and defraud your orator as one of the creditors of the said Eldred Byrd; that the said deed was wholly without consideration, that the said sum of $800 the pretended consideration therein, nor any part thereof was never paid by the said Z. T. Holland to the said Eldred Byrd, nor did the said Z. T. Holland ever expect to pay the same or any part thereof, and he charges that the said deed was false and fraudulent and was wholly void and null; that the said EldredByrd remained all the time in full possession and absolute control of the said land therein conveyed, cultivated the same and took to himself all the profits thereof, consumed all the crops growing therein, never accounting in any manner to the said Z. T. Holland for the same or any part thereof; that he remained in possession of all the chattel property during the whole of the time between the making of the 2 deeds; that he used and worked the horse, used the said buggy and carts and house-hold furniture and used

and consumed all the meat and lard and corn and fodder without accounting in any manner to the said Z. T. Holland for the same or any part thereof.

Your orator is further informed and believes and therefore charges that the said deed of the 16th of January, 1889 made by the said Z. T. Holland to the said Mildred A. Byrd and re-conveying to her the same property real and personal, was also false and fraudulent, and wholly and utterly null and void as to your orator; that the pretended consideration of $900 was never paid nor any part thereof, nor did any of the said parties either expect to pay the said sum of $900 or to receive the same; that the said Z. T. Holland acquired no interest whatever in any of the said property either real or personal by said fraudulent deed of September 8th, 1888 from the said Eldred Byrd & wife and therefore had no interest in the same whatever that he could re-convey to the said Mildred A. Byrd by his said fraudulent and pretended deed of January 16th, 1889.

Your orator therefore charges that both the said deeds were false and fraudulent and wholly fictitious and null and void; that they were both made without consideration in persuance of an unlawful combination and conspiracy by and between the parties aforesaid with the intent to hinder, delay and defraud your orator out of his just rights as one of the creditors of the said Eldred Byrd and to prevent him from collecting his bond of $850 from the said Eldred Byrd.

Your orator further says that on the 18th of January, 1890, the said Eldred Byrd, probably forgetting that he had already pretended to dispossess himself of all his property and to put the same beyond the reach of his creditors, conveyed the said property directly to his wife, Mildred A. Byrd without consideration and with the intent to hinder and delay and defraud your orator as one of the creditor of the said Eldred Byrd and to prevent him from collecting the said just bond of $850 or any part thereof.

Your orator charges that the said deed of Eldred Byrd to his wife, Mildred A. Byrd of January 18th, 1890 was made in fraud of your orator's rights and that the same is wholly null and void as to your orator, or his rights.

Your orator further charges that the said Eldred Byrd during

his life time after the making of the said deeds, had no other property real or personal out of which his just debts could be paid, and that the estate of the said Eldred Byrd is wholly and totally insolvent so that there is no property out of which your orator can make his said just debt except the above named property real and personal of which the said Eldred Byrd unlawfully and fraudulently attempted to dispossess and to place the same beyond the reach of your orator and his creditors.

Your orator therefore charges that all of the said deeds are false and fraudulent, wholly fictitious and null and void, and that they were made with the intent to hinder, delay and defraud your orator as a creditor of the said Eldred Byrd, who prays therefore that they may be declared null and void and that the same may be set aside; and that the said Mildred A. Byrd had due notice and full knowledge of all said fraudulent transactions and especially of the fraudulent intent of the said Eldred Byrd in the deed executed by him to the said Mildred A. Byrd and that the said Mildred A. Byrd and Z. T. Holland had due notice and full knowledge of the fraudulent intent of the said Eldred Byrd in the deed executed by him to the said Z. T. Holland and that the said Z. T. Holland had due notice and full knowledge of the fraudulent intent of the said Eldred Byrd in the deed executed by him to the said Mildred A. Byrd.

In tender consideration whereof and for a much as your orator is remidless in the premises save by the aid of a Court of Equity, where matters of this kind are alone and properly cognizable, your orator prays that the said Mildred A. Byrd and Z. T. Holland may be made parties defendant to this bill and required to answer the same though an answer under oath is hereby waived; that proper process may issue; that all proper accounts may be taken, and that the said deed of Eldred Byrd and Mildred A. Byrd to Z. T. Holland dated the 8th day of September, 1888 and the said deed of Z. T. Holland to Mildred A. Byrd dated January 16th 1889, and the said deed of Eldred Byrd to Mildred A. Byrd dated January 18th 1890 may be all declared null and void and false and fraudulent so far as your orators debt is concerned, and that they all may be set aside; that the said real estate and personal property may be sold to satisfy your said orator's said debt of $850 with interest accrued thereon; that he may have judgment for his said debt; and notice is hereby given that the Court will be asked to allow plaintiff's Counsel a proper Counsel fee for services in this cause.

~~accrued thereon~~ and for all such other further and general relief as this case may require or which to equity may seem meet.

Your orator will ever pray &c.

A. T. Byrd

Virginia, Nansemond County, to wit:-

I, R. H. Rawles, a Notary Public for the County aforesaid in the State of Virginia, do certify that A. T. Byrd, whose name is signed to the above bill has this day personally appeared before me in my said County, and after being duly sworn by me, made oath that all the statements contained in the said bill as coming of his own knowledge are true, and that all the other facts stated in the said bill as coming from knowledge or information derived through others he believes to be true.

Given under my hand this 29th day of August, 1900.

R. H. Rawles

N. P

R. H. Rawles

N. P.

Bill.

Byrd vs. Byrd.

A. T. Byrd
vs. In Chancery
Mildred A Byrd & others

1900. Aug 9th. Process issued returnable to September Rules first Monday.

" Sept 3rd Process returned executed on defendants.
Bill filed and decree nisi against them

" " 17th Decree nisi confirmed and cause set for hearing.