1904-020
Nansemond Co(Suffolk) Chancery Causes: B.L Saunders & Co VS Sarah C. Nurney et al

Jones, McCoy, Boone, Butler, Hosier

Docketed

131	B L S & Co	$56.90	1857. aug.	21
"	Hayner M. Co	14.65	"	31
"	United Copper Co	16.50	"	Sept 7
"	Williams Bros	56.50	"	" "
"	Chas Read	20.00	"	" "
"	B L Saunders & Co	235.00	"	" 8
132	H. J. Heinz Co	27.60	"	" 23
"	W. H. Barnes	85.00	"	Oct 7
133	B F Stevens & Co	23.50	"	" 19
"	B D. Baines	76.14	"	" 22

1 Reg

Recorded

Sarah E. McCoy to 40-659. Sept 15: 1858

D J Jones to 40-660- " " "

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

Southern States Telephone.

PRACTICES IN ALL STATES AND
FEDERAL COURTS.

1st Market a Pirie $100—

2 Kelly a Chestnut $ 25.—

3 1/2 East side Chestnut

Jacents lot $250—
with buildings on it now put them by
Jones ; buildings worth $2000—

Amount value in controversy

3! will not work for anyone in 5—
years.

$12 11/100

Jan. 25. 1904.

Received of W. M. Rambo Spd Commr

Twelve 11/100 Dollars

Clerk's and Sheriff's Costs & writ tax in

case of B. L. Saunders Co vs S. C. Nunney et al.

A. P. Gomer Clerk

No

$ 7 50

2 Dec. 1903

Received of W. H. Rawls Special Commr

Seven 50/100 Dollars

In fee re: chancery cause of B. L. Saunders

Heirs vs. S. C. Nunnery et als for making up accounts.

C. H. Causey Jr.

Comr in Chy

No

$2 50

January 27. 1904

Received of R. H. Rawles & Co Commission

Two 50/100 Dollars

for for Crying out real estate at auction

in B. L. Saunders & Co in S. C. Attorneys Row.

No

J. Walter Scies

Agent

$98 64/100

Feb. 6th 1904

No.

Receive of R. A. Rawles special Commissioner Ninety Eight x x x 64/100 Dollars in full of such due us in chancery cause of B. L. Saunders & Co vs Sarah C. Nunnery et als.

B. L. Saunders & Co.

By McLemore & Corbitt, attys.

ESTABLISHED 1873.
CIRCULATION 2,200.

SUFFOLK, VA., Jan. 15th 1904.

M McLemore & Corbitt
City

To SUFFOLK HERALD, Dr.

NEWSPAPER AND JOB PRINTING ESTABLISHMENT.

NO. 9 WASHINGTON SQUARE.

1902 ALL BILLS PAYABLE ON FIRST OF MONTH.

May	8	Publ. ad 4 times in the case of B. L. Saunders &c vs S. C. Nurney	$7 00
		Paid by R St Rawls Spc. Comr.	
		1/25/02	
		Suffolk Herald.	

VIRGINIA, NANSEMOND COUNTY, To-wit:

This day B. L. Saunders appeared in person before me Julia A. Brinkley, a Notary Public in and for the County and State aforesaid, and made oath that he and R. M. Butler, partners trading as B. L. Saunders & Company, have lately instituted a suit in equity in the Circuit Court for the County of Nansemond against Sarah C. Nurney, D. S. Jones, Donna E. McCoy, now Boone, and Lawrence Boone, her husband, Cora W. McCoy, and Ruth V. McCoy, and that said Sarah C. Nurney, Donna E. McCoy, now Boone, Lawrence Boone, and Ruth V. McCoy are non-residents of this Commonwealth, and that diligence has been used by and on behalf of the plaintiffs to ascertain in what county, or corporation, Cora W. McCoy now is, without effect.

Given under my hand this 7th. day of April, 1903.

Julia A. Brinkley
Notary Public.

My commission expires 28 day of July, 1906.

JAMES L. McLEMORE. JAMES M. CORBITT.
McLEMORE & CORBITT,
ATTORNEYS AT LAW,
SUFFOLK, VA.

March 31, 1903.

Judge R. H. Rawles,

Suffolk, Virginia.

Dear Judge:-

In re B. L. Saunders & Company v. Sarah C. Nurney & Others.

I herewith enclose summonses in the above matter for Sarah C. Nurney, Lawrence Boone, Donna E. McCoy (now Boone), Cora W. McCoy and Ruth V. McCoy.

I have written on each acknowledgement of service, and have put in pencil the manner in which the acknowledgement should be signed. I would be glad to have you get the signatures as early as possible.

Mr. R. L. Woodward can give you the addresses of all except Mrs. Nurney. Mrs. Nurney is now living at Elon College.

Yours very truly,

James H. Corbitt

Dic. J.H.C.

Enclosures.

Dear Mr Corbitt; I regret to say I cannot get the addresses of all the defendants. So I presume you had better proceed regularly by order publication.

R H Rawles

Mr. Jones will soon be here and we will look over the ground.

B. L. Saunders, and R. M. Butler, partners trading as B. L. Saunders & Company v. Sarah C. Nunney, D. S. Jones, Donna E. McCoy, now Bone, and Lawrence Bone, her husband, Cora H. McCoy and Ruth V. McCoy.
Summons in Chancery to Rules third Monday in March 1903

Paid 1,50

McLemore & Corbitt p. q.

Dear Capt. Gomer,

Please issue summons for D. S. Jones directed to Sheriff Limiddie County & send to me by bearer. I am anxious to get this suit matured as to him.

Very truly,
J. H. Corbitt,

send also summons for Sarah C. Nunney. Will let you know about others later.

B L Saunders Esq
Memorandum
in Chancery
Sarah C Nunney & others

March 11 L 1902

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Sarah E. Nurney, D. S. Jones, Donna E. McCoy, now Boone, and Lawrence Boone her husband, Cora W. McCoy and Ruth V. McCoy.

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 Third Monday in March 1903, to answer a Bill in Chancery, exhibited against them, in the said Court by B. L. Saunders and R. M. Butler partners Trading as B. L. Saunders Company

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 11th day of March, 1903, in the 127th year of the Commonwealth.

A copy—Teste:

_____, CLERK.

Teste: A. P. Gomer, CLERK.

Sarah C Nancy E Sloan
Donna E McCoy now Boone and
Lawrence Boone her husband
Cora M McCoy and Ruth V
McCoy not found in my
County March 16 1903.

A M Bagley
Sheriff

Mc[illegible] Memorandum ... p. q.

---

10 Dollars Fee

---

vs. | In Chancery.

Sarah C Nancy

1903

March ... Rules.

Filed ... Monday.

Nansemond Circuit Court

Process Book No. ------

Page ------

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Sarah E. Nunney, D. S. Jones, Donna E. McCoy, now Boone and Lawrence Boone her husband, Cora W. McCoy and Ruth V. McCoy,

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 Third Monday in March 1903, to answer a Bill in Chancery exhibited against them in the said Court by B. L. Saunders and R. M. Butler partners trading as B. L. Saunders & Company

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 11th day of March, 1903, in the 127th year of the Commonwealth.

A copy—Teste:
A. P. Gomer, CLERK.

Teste:
A. P. Gomer, CLERK.

McLemore v Corbitt p. q.

A Copy for
Sarah C. Nurney

vs | *In Chancery.*

1903

March *Rules.*

Third *Monday.*

Nansemond Circuit Court.

*Process Book No.*_____

*Page*_____

I acknowledge due, sufficient and legal service of the within summons, this 11th day of March 1903.

(Same Co. Pd.)

CHANCERY SUMMONS.

The Commonwealth of Virginia, Dinwiddie

TO THE SHERIFF OF ~~NANSEMOND~~ COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Sarah C. Nunney, D. S. Jones, Donna E. McCoy, now Boone, and Laurence Boone her husband, Cora W. McCoy and Ruth V. McCoy

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 Third Monday in March 1903, to answer a Bill in Chancery, exhibited against them in the said Court by B. L. Saunders, and R. M. Butler partners trading as B. L. Saunders Company

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 11th day of March, 1903, in the 127th year of the Commonwealth.

A copy—Teste: _____, CLERK.

Teste: A. P. Gomer, CLERK.

Endorsed March 14th 1903
The within Chancery Summons To
E. H. Borkeano Dft
of Attachment Specially
Endorsed

M. Lemore Corbitt p. q.

B. L. Saunders & Co

vs | In Chancery.

Sarah L. Nurney
and others

1903

March Rules.

Third Monday.

Nansemond Circuit Court

Process Book No._____

Page_____

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Sarah L Nunney D S Jones Donna E McCoy now Boone and Laurence Boone her husband Cora W McCoy and Ruth V McCoy

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 Third Monday in March 1903, to answer a Bill in Chancery, exhibited against them in the said Court by B L Saunders and R M Butler partners Trading as B L Saunders Company

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this _____ day of March, 1903, in the 127th year of the Commonwealth.

A copy. Teste: H. L. Gomer, CLERK.

Teste: H. L. Gomer, CLERK.

McLemore & Corbitt p. q.

c A Copy Sur
Donna E. M Coy nee Boone

vs. | In Chancery.

1903

March Rules.

Third Monday.

Nansemond Circuit Court.

Process Book No._____

Page_____

I acknowledge, myself in receipt and legal service of the within summons, this 11th day of March 1903.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Sarah E Nunney D S Jones Donna E M Coy now Boone and Laurence Boone her husband Cora W M Coy and Ruth V M Coy,

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 Third Monday in March 1903, to answer a Bill in Chancery exhibited against them in the said Court by B L Saunders and R M Butler partners trading as B L Saunders Company

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this ____ day of March, 1903, in the 127th year of the Commonwealth.

A copy—Teste: A P Gomer, CLERK.

Teste: A P Gomer, CLERK.

M. Lemon v. Corbett p. q.

A copy for
Ruth V. McCoy

vs. | *In Chancery.*

1903

March *Rules.*

Third *Monday.*

Nansemond Circuit Court.

*Process Book No.*_____

*Page*_____

I acknowledge due, and legal service of the within Summons, this 11th day of March 1903.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Sarah C Nunney D S Jones Donna E McCoy now Boone and Laurence Boone her husband Cora M McCoy and Ruth V McCoy

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 Third Monday in March 1903, to answer a Bill in Chancery, exhibited against them in the said Court by B L Saunders and R M Butler partners trading as B L Saunders Company.

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this _____ day of March, 1903, in the 127th year of the Commonwealth.

A copy—Teste: A P Gomer, CLERK. } Teste: A P Gomer, CLERK.

M. Lemore v Corbett p. q.

A Copy for
Laurence Boone

vs. | In Chancery.

1903

March Rules.

Third Monday.

Nansemond Circuit Court

Process Book No.------

Page-------

I acknowledge due, and receipt and legal service of the within summons, this 11th day of March 1903.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Sarah L Nunney D S Jones Donna E M Coy now Boone and Laurence Boone her husband Cora W McCoy and Ruth V McCoy

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 Third Monday in March 1903, to answer a Bill in Chancery, exhibited against them in the said Court by B L Saunders and R M Butler partners trading as B L Saunders Company

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this _____ day of March, 1903, in the 127th year of the Commonwealth.

A copy—Teste:
A. P. Gomer, CLERK.

Teste:
A. P. Gomer, CLERK.

W. Lemon Corbitt p. q.

A Copy for
Cora W. McCoy

vs. | *In Chancery.*

1903

March ---- *Rules.*

Third ---- *Monday.*

Nansemond Circuit Court

Process Book No.------

Page--------

I acknowledge due, and legal service of the within summons, this 11th day of March 1903.

Know All Men by These Presents, That we, Richard H. Rawles and Richard L. Woodward

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of Three Hundred 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 4th day of December in the year of our Lord one thousand ~~eight~~ nine hundred and three, and in the 128th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas by a decree of the Circuit Court of Nansemond County pronounced by Hon. Robert A. Prentis Judge thereof in Vacation on the 21st day of November 1903 in the Chancery Cause of B. L. Saunders & others complainants against Sarah E. Nurney and others defendants it was adjudged ordered and decreed that the two lots situated on the corner of Kilby and Chestnut Sts. and half interest of lot on the corner of Market and Pine Streets in the town of Suffolk in the bill mentioned be sold and that R. H. Rawles was appointed Special Commissioner for that purpose. Now therefore if the said R. H. Rawles shall faithfully discharge his duties under said decree and all other decrees he 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.

~~SEAL~~

Richard H Rawles SEAL

Richard L Woodward SEAL

SEAL

SEAL

In the office of the Clerk of the Circuit Court of Nansemond County, on the 4th day of December 1903 ~~89~~

The above bond was executed and acknowledged by the obligors (the surety justifying on oath as to his sufficiency) and recorded.

Teste: A. P. Gomer CLERK.

A Copy Teste: A. P. Gomey Clerk

R N Rawles
Ex Spec Comr's
Bond

The Commonwealth

1903
Dec 4th

Recorded in Official
Bond Book No 1 Page 314
Circuit Court.

A Copy

Recorded Oct Murray

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

The undersigned special commissioner in the cause of B. L. Saunders & Co. and Sarah C. Nurney and others, who was directed by a decree in said court, entered on the ---6th---day of --February------, 1904, to collect the purchase money from the sales of the real estate which had been made in said cause, and to make to the purchasers deeds for the same, respectfully asks leave to make the following report:

Your commissioner reports that he has collected the whole of the purchase money, and has made to the purchasers deeds for the real estate sold by him; that he has paid all the costs and expenses of this suit and sale, and has paid over the remainder of the purchase money to B. L. Saunders & Co., the judgment creditors, who are entitled to the same.

Your commissioner herewith files an account showing his transactions and encloses vouchers for all his disbursements.

Amount received from H. H. Butler for ½ interest in lot on corner of Pine & Market Streets in Suffolk Va.		$95.00
Amount received from Misses Mathias for lot on corner of Kelly & Chestnut streets in Suffolk Va.		50.00
		$145.00
Paid out;		
A. P. Symons, Clerk Court	$12.11	
Suffolk Herald, Printing notices of Sale &c	7.00	
C. H. Causey, Commissioner	7.50	
J. W. Horton, Crier	2.50	
R. H. Rawles writing 2 deeds	10.00	
R. H. Rawles Commissions	7.25	
	$46.36	
Paid B. L. Saunders & Co, on Judgment	98.64	
	$145.00	

All of which is respectfully submitted.

R. H. Rawles
Special Commissioner.

Report of
Disbursements &c.

Filed Feb. 20th 1904

To the Hon. Robert R. Prentis,

Judge of the Circuit Court of Nansemond County.

The undersigned special commissioner, in the chancery cause of B. L. Saunders & Co. vs. Sarah C. Nurney et als now pending in said court, respectfully reports, that, pursuant to a decree rendered in said cause on the 21st day of November, 1903, your special commissioner exposed to sale at public auction in front of the post office in Suffolk, Virginia, on Saturday the 23rd day of January, 1903, after having first advertised the time, place and terms of sale for twelve days, by hand bills publicly posted in the usual manner, and after having himself given bond, with security deemed sufficient by the clerk of this court, in a sum required by said decree, and having in all other respects fully complied with all the requirements and conditions of said decree, the following real estate, to-wit:

First. The lot situated on the corner of Kilby and Chestnut Streets, in Suffolk, Virginia, and secondly, one-half (1/2) interest in the lot situated on the corner of Market and Pine Streets in said Town and State; said sale being on the terms prescribed in said decree, at which said sale the lot on the corner of Kilby and Chestnut Streets was struck off to Mary H. Emily S. & Clara Mathias, for the sum of Fifty Dollars, ($50), they being the highest bidders therefor, and the half interest in the lot on the corner of Market and Pine Streets was struck off to H. H. Butler in the sum of Ninety-five Dollars, ($95),, he being the highest bidder therefor.

Your special commissioner further reports that both of the purchasers elected after the sale to pay the whole of the purchase money in cash, and have accordingly done so.

Your commissioner is of opinion that the lots brought a fairly good price, in fact, about all they were worth, and he recommends that the sale be confirmed. All of which is respectfully submitted.

W. R. Rawles
Special Commissioner

Report of Sale.

Filed January 23rd 1884.
A. P. Gomez clerk

Virginia, At rules held in the Clerk's Office of the Circuit Court for the County of Nansemond on Monday April 6th 1903.

B L Saunders and R M Butler partners trading as B L Saunders & Company } Plaintiffs

V. } In Equity

Sarah E Nunney D S Jones Donna E McCoy now Boone Laurence Boone Cora W McCoy and Ruth V McCoy } Defendants

The object of this suit is to subject three small lots of land in the Town of Suffolk, Virginia, to the liens of two judgments recovered by the plaintiffs B L Saunders and R M Butler partners trading as B L Saunders Company against Sarah E Nunney trading as J T Nunney & Company one of said judgments being for Ninety-six and 90/100 ($96.90 Dollars with interest from the 16th day of August 1897 and $1.45 Costs and the other for two Hundred and Thirty-five ($235.00) Dollars with interest from the 4th day of September 1897 and $5.97 Costs one of which lots is situated on the Northwest Corner of Kirby and Chestnut Streets and another on the South-west Corner of Market and Pine Streets both of which are now owned by Sarah E Nunney; the third of said lots being situated on the West side of Chestnut Street and having been conveyed by Sarah E Nunney and others to D S Jones and by D S Jones to Donna E McCoy, Cora W McCoy and Ruth V McCoy, deeds for which said lots the plaintiffs seek by this suit, to set aside as being void as to the liens of their judgments. And affidavit having been made that the said defendants

Sarah L Nunney Donna E McCoy now
Boone Laurence Boone and Ruth V McCoy
are now residents of this State, and that
diligence has been used by and on behalf
of the plaintiffs to ascertain in what County
or Corporation the said defendant Cora W
McCoy now is, without effect, the said de-
fendants Sarah L Nunney Donna E McCoy
now Boone Laurence Boone, Cora W McCoy
and Ruth V McCoy are required to appear
within fifteen days after due publication
of this order in the Clerk's Office of our
said Court at Rules to be holden therefor
and do what is necessary to protect their
interest. And it is ordered that a Copy
of this Order be forthwith published once a
week for four successive weeks in The
Suffolk Herald, a Newspaper printed in
the Town of Suffolk a Newspaper printed
in the Town of Suffolk in the County of
Nansemond Virginia, and be posted at
the front door of the Court-House of
said County on the first day of the
County Court for the said County after
the date of this order.

A Copy

Teste: L L Gomey Clerk

W Lemore Corbitt p.q.

In the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in vacation, on this 6th day of February, I904.

B. L. Saunders & Co.

vs. In Chancery.

Sarah C. Nurney, et als.

This cause came on this day by the consent of parties, to be heard on the papers formerly read, as well as, on the report of R. H. Rawles, special commissioner, who was appointed as such by the decree entered on the 2Ist day of November, I903, in said cause, which said report, was filed on the 23rd day of January, I904, and to which said report no exception has been taken, and was argued by counsel.

On consideration whereof, it appearing that the defendants have had notice of the intention of the plaintiffs to apply for this decree, the court doth confirm the said report and the sales, therein mentioned, of the real estate therein described, and it appearing from said report that the purchasers of said real estate have paid the whole of the purchase money in cash, the court doth order, adjudge and decree that the said R. H. Rawles, special commissioner, shall make to the purchasers of said real estate deeds for the same with the usual covenants of title, and out of the purchase money in his hands, he shall first pay off all the costs and expenses of this suit and sale, and the remainder of the said money in his hands, he shall pay over to the said B. L. Saunders & Co. to be credited by them on their judgments.

And the said special commissioner shall take and file vouchers for all his disbursements under this decree, and shall report all his actions under this decree to this court, and this cause is continued. all of which is certified to the clerk of this court to be entered in the chancery order book.—

Robt R. Rawles

To the Clerk of the
Circuit Court of Nansemond County.

Decree
Confirming Sale &c.
Enter:
July 6, 1904
Robert Stevens

We consent to this decree.
McLennon & Corbett, attys.
for plaintiffs.
R H Rawles atty for
defendants.

In the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in vacation, on this 2Ist day of November, I903.

B. L. Saunders & Co.

vs

Sarah C. Nurney, et als. } In Chancery.

by consent of parties

This cause came on this day, to be heard on the papers formerly read, as well as, on the report of C. H. Causey, one of the commissioners of this court to whom said cause had been referred, which said report was filed on the 9th day of November, I903, and to which said report no exception has been taken and was argued by counsel.

(1) whereon it appearing that the defendants have had notice of the intention of the plaintiffs to apply for this decree

On consideration, the court doth confirm the report, except that clause of it marked number — "4" — which relates to the real estate situated on the west side of Chestnut Street in the town of Suffolk, and described in the bill, and known as "McCoy lot;" and on this part of the report the court, at this time, does not render any opinion or decision, but the court doth order, adjudge and decree that R. H. Rawles, who is hereby appointed a special commissioner for that purpose, shall proceed, after having first duly advertised the time, place and terms, thereof, for ten days by hand-bills publicly posted, in the usual manner, to sell at public auction to the highest bidder, before th post office door in Suffolk, Virginia, the two lots, or parcels of real estate mentioned in the bill and described as the lot situated on the corner of Kilby and Chestnut Streets; and one-half interest in the lot situated on the corner of Market and Pine Streets in the town of Suffolk, Virginia. Said sale to be on the following terms, to-wit:

One-half cash and the balance in equal installments of six and twelve months, from day of sale, deferred payments to bear interest at six per-cent, from date of sale until paid, and the title to the same to be with-held until the further order of the court. But with the option to the pur-chaser to pay the whole of the purchase money in cash, should he desire to do so. But before the said R. H. Rawles, special commissioner, shall act

under this decree, he shall first enter into a bond before the clerk of this court in the penalty of $300.-, with security deemed sufficient by said clerk, conditioned for the faithful performance of his duties under this and all other decrees, whixh may be rendered in this cause.

And the said commissioner is hereby directed to report all his actions under this decree to this court, and this cause is hereby continued.

Robt R Prentis

To the Clerk of the Circuit Court of Nansemond County:

To Sarah C. Nurney, D. S. Jones, Donna E. Boone, Lawrence Boone, Cora N. McCoy and Ruth V. McCoy.

Please take notice, that we shall appear before the Judge of the Circuit Court of Nansemond County, at his office in Suffolk, Virginia, on the 21st day of November, 1903, and move the said court to make and enter the foregoing decree, in the chancery cause now pending in said court, under the style of "B. L. Saunders & Co. vs Sarah C. Nurney et als," in which we are plaintiffs and you are defendants; and if, from any cause, the said motion be not heard and determined on that day, then the same shall be renewed and ~~determined~~ Continued, from day to day, until the same shall have been heard and determined.

Yours respectfully,
B. L. Saunders & Co
By McLemore & Corbett Pltfs

We hereby accept sufficient and legal service of the above notice and consent that the decree therein mentioned may be entered.

R A Crawley Counsel for the defendants.

Decree
For Sale

Entered:
Nov. 21, 1903
Robert R. Hanna

Entered in Chancery
Order Book No 3
Page 547

B. L. Saunders & Co.

vs

S. C. Nurney et. als.

Entered nunc pro tunc as of all parties

This cause came on this day to be heard on the bill and exhibits filed the answers of D. S. Jones, Sarah C. Nurney, Donna E. Boone, Cora W. McCoy and Ruth V. McCoy, with general replication thereto, and was argued by counsel.

On consideration whereof, the court doth order, adjudge and decree that one of the commissioners of this court proceed to take and state the following accounts:

First: An account of the real estate mentioned in the bill, together with its annual and fee simple values.

Second: The liens thereon, together with their amounts, dignities and priorities, and especially, whether any of said real estate has ever been sold for delinquent taxes.

Third: Whether the said real estate will rent for enough in five years to pay off and discharge the liens thereon.

Fourth: Whether the third lot mentioned in the bill and situated on the west side of Chestnut Street, in Suffolk, Virginia, and now owned by Donna E. McCoy and others, is subject to the lien of the judgments as stated in the bill.

Fifth: Any other matter deemed pertinent by the commissioner or which shall be required to be stated by any party in the interest.

And by consent of parties, plaintiffs and defendants, given in open court, it is ordered that this cause may be submitted to the judge of this court for such decisions and decrees therein in vacation as might be made in term.

Decree for Accounts.

Entered, Oct 13, 1903.

Entered in Chancery
Order Book No 3
Page 536.

We consent to the
decree-

M Zimmerman Corbett.
attys for Plaintiffs-

R H Rawles Jr
defendants

VIRGINIA, AT RULES HELD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF NANSEMOND ON MONDAY APRIL 6th., 1903.

B. L. Saunders and R. M. Butler, partners trading as B. L. Saunders & Company,----------Plaintiffs

v. IN EQUITY

Sarah C. Nurney, D. S. Jones, Donna E. McCoy, now Boone, Lawrence Boone, Cora W. McCoy and Ruth V. McCoy----------Defendants.

----------O----------

The object of this suit is to subject three small lots of land in the town of Suffolk, Virginia, to the liens of two judgments recovered by the plaintiffs, B. L. Saunders and R. M. Butler, partners trading as B. L. Saunders & Company, against Sarah C. Nurney, trading as J. T. Nurney & Company, one of said judgments being for Ninety-six and 90/100 ($96.9 Dollars, with interest from the 16th. day of August, 1897, and $1.45 costs, and the other for Two Hundred and Thirty-five ($235.00) Dollars, with interest from the 4th. day of September, 1897, and $5.97 costs, one of which lots is situated on the Northwest corner of Kilby and Chestnut streets and another on the Southwest corner of Market and Pine streets both of which are now owned by Sarah C. Nurney; the third of said lots being situated on the West side of Chestnut street, and having been conveyed by Sarah C. Nurney and others to D. S. Jones, and by D. S. Jones to Donna E. McCoy, Cora W. McCoy and Ruth V. McCoy, deeds for which said lots the plaintiffs seek, by this suit, to set aside as being void as to the liens of their judgments.. And affidavit having been made that the said defendants Sarah C. Nurney, Donna E. McCoy, now Boone, Lawrence Boone and Ruth V. McCoy are non-residents of this State, and that diligence has been used by and on behalf

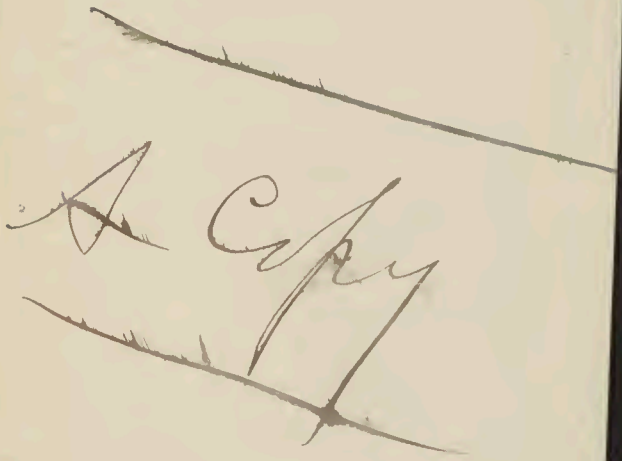
of the plaintiffs to ascertain in what county, or corporation, the said defendant Cora W. McCoy now is, without effect, the said defendants, Sarah C. Nurney, Donna E. McCoy, now Boone, Lawrence Boone, Cora W. McCoy and Ruth V. McCoy, are required to appear within fifteen days after due publication of this order in the Clerk's Office of our said court, at Rules to be holden therefor, and do what is necessary to protect their interest. And it is ordered that a copy of this order be forthwith published once a week for four successive weeks in The Suffolk Herald, a newspaper printed in the Town of Suffolk, in the County of Nansemond, Virginia, and be posted at the front door of the Court-house of said County on the first day of the next county court for the said county after the date of this order.

Teste: A. P. Gomes, Clerk.

$145.00 Feb. 6. 1904. Recd of R H Rawles Special Commr one hundred and forty five dollars the whole amount of the gross proceeds of the sale of the real estate sold by him as such in the chancery cause of B L Saunders &c v Sarah C. Nining &c.

B. L. Saunders &c
By Williamson & Corbett Solrs

Original rec'd
by R H Rawles



MEMORANDUM OF AGREEMENT, made and entered into this 28th day of October, I903, by and between B. L. Saunders & Company, of the one part, and D. S. Jones, of the other part,

WITNESSETH: That in consideration of One Hundred ($I00.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and in further consideration that D. S. Jones, party of the second part, will carry forward to completion the chancery suit now pending styled B. L. Saunders & Company v. Sarah C. Nurney et als and have subjected thereunder a strip of land on Chestnut street, and an interest in a lot on Pine street, and any other land that may be ascertained to belong to the said Sarah C. Nurney, in the progress of the chancery cause aforesaid, paying over to the said B. L. Saunders & Company the entire gross proceeds from said sales, and relieving the said B. L. Saunders & Co. from all costs and expenses growing out of the prosecution of the said chancery cause, together with the court costs attending same, the said B. L. Saunders & Co. agrees to assign to the said D. S. Jones, without recourse to them, the judgment in their favor for the principal sum of $96.90 docketed August 2Ist, I897, the judgment against Hayner Mfg. Co. for the sum of $I4.65, docketed August 3Ist, I897, the judgment of the World's Cigar Co., of $I6.50; Williams Bros. of $56.50, and Chas. Reid of $20.00, all docketed September 7th, I897.

It is also agreed that the judgment in favor of B. L. Saunders & Co. for $235.00 as of September 8th, I897, is to be held by the said B. L. Saunders & Co. with this express understanding: that D. S. Jones, Donna E. Booneand Lawrence Boone, her husband, Cora W. McCoy and Ruth V. McCoy, shall never be molested, either directly or indirectly, in the enjoyment of the lot of land on the East side of Chestnut street, bought by Donna E. Boone, Cora W. McCoy and Ruth V. McCoy from D. S. Jones, (it being the lot upon which the said D. S. Jones formerly lived), on account of said judgments, or any other judgment now held or controlled by the said B. L. Saunders & Co., nor shall the said property ever be held responsible or liable

for said judgments so far as t e said B. L. Saunders & Co. are concerned. In case any other judgment creditor of J. T. Nurney & Co. shall ever seek to enforce their judgment against the property of the defendants, on Chestnut street, as aforesaid, then, and in that event, the said judgment of B. L. Saunders & Co. for $235.00, with interest and costs, or so much thereof as may remain unpaid at that time, may, for the purpose of protecting the lot aforesaid, be asserted with its priorities against the said property for the benefit of the said D. S. Jones or his assigns, and any funds arising from the sale of said lot shall, to the extent of said judgment and interest, or so much thereof as may remain unpaid, from other sources, be paid over to the said D. S. Jones, or such person as he may designate, but it is expressly understood and agreed that the proceeds from any other property which may be subjected to the lien of the said $235.00 judgment, and which may be subjected thereunder, shall be paid to the said B. L. Saunders & Company until their indebtedness is fully paid off and discharged. The intention of this contract being that while B. L. Saunders & Co. are not to assign the said judgment of $235.00, yet they relinquish all right or claim which they may by any possibility have by reason of said judgment against the lot of land belonging to the said defendants in the chancery suit, and lying on the East side of Chestnut street, aforesaid, in consideration of the $100.00 this day paid to them; and if any subsequent judgment creditor shall hereafter undertake to enforce the lien of his judgment against this pr perty, and by reason of such proceedings, and by reason also of the fact that the $235.00 judgment has priority over all other creditors outstanding, any money should be paid to the said B. L. Saunders & Co. which arises from sale of this lot of land on Chestnut street aforesaid, then it is understood and agreed that such amount as may be thus paid to them shall be turned over to D. S. Jones or to such person as he may designate.

It is also distinctly understood and agreed that nothing contained in this agreement shall prevent the said B. L. Saunders

& Co. from hereafter asserting the lien of their $235.00 judgment, or any portion thereof, against any property of J. T. Nurney & Co. which may be liable thereto, other than the lot aforesaid, with the exception and subject to the restrictions in the following clause.

And the said B. L. Saunders & Company further covenant and agree that neither the said D. S. Jones nor any of his grantees nor assignees, nor any person claiming by, through or under him or them, shall ever be molested on account of said judgment of $235.00 and that they will save them harmless from all injury damage or loss which may result from the enforcement of said judgment of $235.00.

Witness the following signatures.

B. L. Saunders & Co.

D. S. Jones by R. H. Rawles, Atty.

D. S. Jones

In his own proper person.

(COPY)

Original filed in safe of R H Rawles

Copy of
Agreement
R. L. Saunders &
D. S. Jones

This Deed, Made this 29th day of October in the year one thousand eight hundred and ninety five, between Sarah C.Nurney and Jno.T.Nurney,her husband,of Nansemond County,Virginia of the first part, and D.S.Jones,of said County and State of the second part—

Witnesseth: That in consideration of the sum of Two Hundred and Fifty Dollars, the said Sarah C.Nurney and Jno.T.Nurney,her husband do grant unto the said D.S.Jones with GENERAL WARRANTY, all

That certain lot of land on the West side of Chestnut Street in the Town of Suffolk,in the County of Nansemond,Virginia, bounded and described as follows,towit:Beginning at the North-east corner of the lot known as the Grant lot,and running thence North fifty one (5I) feet to other lands of said Sarah C.Nurney,thence West along said grantors line ninety five (95) feet to the lot of Robt.R.Chapman,thence South along the line of said Chapman and Brothers fifty one (5I) feet to the said Grant lot,and thence East ninety (90) feet to said Cheatnut Street,and bounded on the East by said Chestnut street,on the North by the lands of Sarah C?Nurney, on the South by the Grant lot of land and on the West by the lands of R. R.Chapman and others.

And whereas there is now a deed of trust on said lot of land,along with others,in favor of the Farmers Bank of Nansemond,in which W.H.Jones,Jr,is named as trustee,the said Farmers Bank of Nansemond and W.H.Jones Jr, trustee become parties to this deed for the purpose only of releasing the lot hereby conveyed from the lien of said deed of trust,and for no other purpose,

The said Sarah C.Nurney and Jno.T.Nurney,her husband covenant--that they--have--the right to convey the said land to the grantee--; that they--have--done no act to encumber the said land; that the grantee--shall have quiet possession of the said land, free from all encumbrances, and that they------, the said parties of the first part, will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals

Sarah. C. Nurney SEAL

John T. Nurney SEAL

Wm H. Jones Jr Trustee SEAL

Farmers Bank of Nansemond

By E. E. Howard, President.

STATE OF VIRGINIA,
County of Nansemond } To wit:

I, J. Waller Hosier, a Notary Public for the county aforesaid, in the State of Virginia, do certify that Sarah C. Nurney & Jno T. Nurney her husband, Wm Jones Jr Trustee E E Howard President Farmers Bank of Nansemond whose name s are signed to the writing hereto annexed, bearing date the 29th day of October, 1895, has acknowledged the same before me in my county aforesaid.

Given under my hand this ~~29th~~ 1st day of ~~October~~ November, 1895

J. Waller Hosier N P.

MEMO.—To be acknowledged before any officer authorized to take acknowledgments.

COUNTY OF Nansemond (, TO WIT:

In the office of the Clerk of the County Court for the County of Nansemond the ~~22nd~~ 23rd day of January 1903, ~~18~~--, this deed was presented, and, with the certificate---annexed, admitted to record.

Teste:

R. B. Smith, Clerk.

37

Deed of Bargain and Sale.

Sarah C. Nurney thus.

(J. T. Nurney) ~~+ Others~~

To

D. S. Jones

Admitted to Record this 22nd *day of*

Jany 1903, ~~A.D.~~

Recorded D. B. 54, *Page* 215

1903 Mch. 17.

Examined and verified.

S. N. Lawrence D.C. ~~Clerk.~~

$

Tax, - - - - - $ 50

Fee, - - - - - 1 25

Paid $

Printed and for sale at Herald Office, Suffolk, Va.

THIS DEED,MADE this the I5th day of February,I898,between W.H.Jones,Jr, Trustee,of the County of Nansemond,Virginia,of the first part, and Peter J.Kernodle,of said County and State,of the second part,WITNESSETH:-

Whereas Sarah C.Nurney and Jno.T.Nurney,her husband,and P.J.Kernodle and Lula W.Kernodle,his wife,by deed bearing date the I6th day of May, I895,and duly recorded in the Clerks Office of Nansemond County Court in D.B.No.35,page 279,did convey to the said W.H.Jones,Jr,trustee,in trust to secure to the Farmers Bank of Nansemond,in Suffolk,Virginia,the payment of a certain sum of money therein specified,along with other real estate described in said deed and to which reference is here made for a description of same,the following real estate,towit:

"All that certain lot,piece or parcel of land situated on the North side of Market Street in the Town of Suffolk,Virginia,lying on both sides of Chestnut Street extended,and bounded and described as follows:Commencing at the South-west corner of a lot of land belonging to G.W.Nurney,and running thence North along said Nurney's line nine hundred feet to the right of way of the Seabord & Roanoke Railroad,thence West along said Railroad three hundred and seventy five feet to the colored cemetery, thence South eight hundred feet to the lands of B.F.Doe,thence East along the lands of said Doe ninety feet,thence South sixty six feet to said Market Street,and thence East along said Market Street one hundred and fifty feet to the beginning,together with all the structures,improvements,buildings,engines,boilers,brick-machines,brick-machinery,racks and all other fixtures and appurtenances attached to or on said premises,save and except, a certain lot of land on the North-east corner of Market and Chestnut Streets extended heretofore sold and conveyed to Sarah C.Bains by deed duly recorded in Nansemond County Court Clerks Office,reference to which is here made for a description of same".

"Also all those certain lots of land on what is known as South Street in the said Town,County and State,in the rear of the lots belonging to R.H. Norfleet and others,and described as follows:Commencing at a point on said South Street at the line of Amos Harrell's estate,and running thence West along the line of said Harrell's estate two hundred and twenty feet to the lot formerly owned by Sarah L.Wellons,now owned by Lula W.Kernodle,thence North one hundred feet to the lot of of said Lula W.Kerno-

d le,thence East two hundred feet to,said South Street,and thence South o ne hundred and fourteen feet to the beginning".

And whereas the debt secured by said deed of trust was afterwards assign- e d and transferred for value to said P.J.Kernodle.

B y which deed of trust the said W.H.Jones,Jr,trustee was empowered on the failure of the said grantors in said deed of trust to pay the sum of money therein mentioned,or any part thereof,when the same should become d ue and payable to sell the above described property,for the purposes of s aid trust.And whereas default having been made in the payment of the sum of Two thousand dollars,with interest from the I3th day of November, I 897,a part of the said sum of money secured in said deed,the said trus- t ee,in execution of the trust aforesaid,being thereto required by P.J. K ernodle,the beneficiary thereunder,did on the I4th day of February,I898, a fter giving twenty days notice of the time,place and terms of sale,by h and-bills duly posted,expose to sale,by public auction,to the highest b idder,the property above described,SAVE AND EXCEPT,the following parts o r parcels of said property which had heretofore been sold and conveyed b y said grantors with the consent of the beneficiary under said deed of t rust at the time of said sales:

"All that certain lot of land on the West side of said Chestnut Street s old and conveyed to Henry E.Green by deed duly recorded in Nansemond C ounty Clerks Office and described as follows:Commencing at a point on t he West side of said Street I97 I/2 feet from Market street at the s outh-east corner of another lot of land belonging to said grantors,and r unning thence along the line of said Chestnut Street forty feet,thence W est one hundred feet to the lot of Geo.Johnson,thence South along the l ine of said Johnson and George Powell forty feet to other lands of gran- t ors,and thence East one hundred and one feet to the beginning.

" Also a lot of land likewise sold and conveyed to Louisa M.Moore by deed also duly recorded in aforesaid Clerks Office,and bounded and described a s follows:All that certain lot of land on the East side of Chestnut S treet extended,commencing on said street at the North-west corner of a l ot of land belonging to Sarah C.Bains,and running thence North along s aid Chestnut Street forty feet,thence East ninety nine feet to the lands of Jacob Corbell,thence along said Corbell's line forty feet to the said

to the said Baines' land,and thence West ninety six and one half feet to s aid Chestnut Street at the beginning".

And for more particular descriptions of said land so excepted and not sold reference is hereby made to the deeds to said parties duly recorded as aforesaid.

At which sale,made in front of the Court-house of Nansemond County,in Suf f olk,Virginia,the said Peter J.Kernodle,having made the highest bids t herefor,became the purchaser of the property sold as aforesaid at the a ggreggte price of Twenty one hundred and fifty dollars,and having com- p lied with the terms of sale,has requested that the same be now conveyed t o him.

THIS DEED THEREFORE WITNESSETH,That the said W.H.Jones,Jr,Trustee,in the p erformance of his duties as trustee,and in consideration of the sum of T wenty one hundred and fifty dollars,which has been paid,doth grant,with SPECIAL WARRANTY,unto the said Peter J.Kernodle,the said property herein- before referred to and described,SAVE AND EXCEPT,the lots or parcels of l and sold and conveyed to H.E.Green,Sarah C.Baines and Louisa M.Moore as hereinbefore referred to and described,which are not embraced in,nor i ntended to be conveyed by, this deed.

W itness the following signature and seal:

Wm H. Jones Jr Trustee (Seal)

S tate of Virginia,County of Nansemond,towit:

I,H.Woodward,a Notary Public,for the county aforesaid,in the State of V irginia,do certify that W.H.Jones,Jr,trustee,whose name is signed to the f oregoing writing,bearing date the I5th day of February,I898,has acknowl e dged the same before me in my county aforesaid.Given under my hand this t he 16 day of February,I898.

H. Woodward
Notary Public

In the Clerk's Office of Nansemond County
Court the 28th day of February 1898
This Deed was presented with the Certificate
annexed and admitted to record.

Teste: A L Gomey Deputy
for R R Smith Clerk

37.

W. A. Jones Jr. Trustee

To } Deed

Peter J. Kernodle

Admitted to record
the 28th day of
February 1898.

Recorded in
DB 40 Page 328
1903 Apl 13th Examined
verified and delivered
A. P. Stoner DC

$2150

Tax 220
Fee 125
Paid $ 3.45

"Exhibit C."

THIS DEED, Made this 19th. day of February, in the year one thousand eight hundred and ninety six, 1896, between D.S.. Jones, of Suffolk, Nansemond County, Virginia, of the first part and Donna E. McCoy, Cora W. McCoy and Ruth V. McCoy, of said county and state of the second part-

WITNESSETH: That in consideration of the sum of Three Hundred ($300) Dollars, the said D.S.Jones doth grant unto the said Donna E. McCoy, Cora W. McCoy and Ruth V. McCoy with General Warranty, and share and share alike all the following real estate to wit: a certain lot of land with the buildings thereon situated on the West side of Chestnut street, in Suffolk, Nansemond County, Virginia, and bounded as follows: Beginning at the North-east corner of the lot known as the Grant lot and running thence North fifty one (51) feet to the lot of D.S.Jones; thence West along said D. S. Jones line ninety five (95) feet more or less to the R. R. Chapman lot; thence South along said lot fifty one (51) feet to the said Grant lot; thence East along said Grant lot ninety (90) feet to the beginning at Chestnut street; it being the same lot that was conveyed to the said D. S. Jones by Sarah C. Nurney & husband by deed dated October 29th, 1895 and recorded in the clerk's office of said County Court.

The said D. S. Jones covenants that he has the right to convey the said land to the grantee; that he has done no act to encumber the said land; that the grantee shall have quiet possession of the said land, free from all encumbrances, and that he, the said party of the first part, will execute such further assurances of the said land as may be requisite.

Witness the following signature and seal:

D. S. Jones (seal)

STATE OF VIRGINIA,

County of Nansemond, To wit:

I, R. H. Rawles a Notary Public, for the county aforesaid, in the State of Virginia, do certify that D. S. Jones, whose name is signed to the writing hereto annexed, bearing date the 19th day of February, 1896, has acknowledged the same before me in my county aforesaid.

Given under my hand this 19th day of February, 1896.

R. H. Rawles, N. P.

COUNTY OF NANSEMOND, TO WIT:

In the office of the Clerk of the County Court for the County of Nansemond the 24th day of December, 1902, this deed was presented, and, with the certificate annexed, admitted to record.

Teste: A. P. Gomer Deputy,

for R. R. Smith Clerk.

A copy
Teste: A. P. Gomer D. C

D. L. Jones
To } Deed of Bar-
gain & Sale
Donna E. McLoney et als

Recorded in Deed
Book 54. Page 130.

"Exhibit B."

THIS DEED, Made this 29th day of October, in the year one thousand eight hundred and ninety five, between Sarah C. Nurney and Jno. T. Nurney, her husband, of Nansemond County, Virginia, of the first part, and D. S. Jones, of said County and State, of the second part-

WITNESSETH: That in consideration of the sum of Two Hundred and Fifty Dollars, the said Sarah C. Nurney and Jno. T. Nurney, her husband do grant unto the said D. S. Jones with General Warranty, all That certain lot of land on the West side of Chestnut Street in the Town of Suffolk, in the County of Nansemond, Virginia, bounded and described as follows, to wit: Beginning at the North-east corner of the lot known as the Grant lot, and running thence North fifty one (51) feet to other lands of said Sarah C. Nurney, thence West along said grantor's line ninety five (95) feet to the lot of Robt. r. Chapman, thance South along the line of said Chapman and Brothers fifty one (51) feet to the said Grant lot, and thence East ninety (90) feet to said Chestnut Street, and bounded on the East by said Chestnut street, on the North by the lands of Sarah C. Nurney, on the South by the Grant lot of land and on the West by the lands of R. R. Chapman and others.

And whereas there is now a deed of trust on said lot of land, along with others, in favor of the Farmers Bank of Nansemond, in which W. H. Jones, Jr., is named as trustee, the said Farmers Bank of Nansemond and W. H. Jones, Jr., trustee become parties to this deed for the purpose only of releasing the lot hereby conveyed from the lien of said deed of trust, and for no other purpose.

The said Sarah C. Nurney and Jno. T. Nurney, her husband

covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land; that the grantee shall have quiet possession of the said land, free from all encumbrances, and that they, the said parties of the first part, will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

Sarah C. Nurney (seal)

John T. Nurney (seal)

Wm. H. Jones Jr,. Trustee (seal)

Farmers Bank of Nansemond

By E. E. Holland President.

FARMERS BANK OF NANSEMOND Incorporated Nov. 30th 1869. SUFFOLK, VA.

STATE OF VIRGINIA,

County of Nansemond, To wit:

I, J. Walter Hosier, a Notary Public for the county aforesaid, in the State of Virginia, do certify that Sarah C. Nurney &Jno. T. Nurney, her husband, W. H. Jones Jr, Trustee, &E. E. Holland, President, Farmers Bank of Nansemond whose names are signed to the writing hereto annexed, bearing date the 29th day of October, 1895, have acknowledged the same before me in my county aforesaid.

Given under my hand this 1st day of November, 1895.

J. Walter Hosier N. P.

County of Nansemond, To wit:

In the office of the Clerk of the County Court for the County of Nansemond, the 22nd day of Jany, 1903, this deed was presented, and, with the certificate annexed, admitted to record.

Teste: R. R. Smith, Clerk.

A copy
Teste.
A P Gomey DC.

Laugh & Surney & Bro.
to
J. Surney Deed of Bar-
gain & Sale
D. D. Joyner.

Recorded in Deed
Book No. 54. Page 215

75¢

Virginia---Clerk's Office of the ~~Circuit~~ County Court of Nansemond County.

~~In the Circuit Court of the County of Nansemond, at the~~ Before R L Brewer J Mayor August 21st Term, 1897

B L Saunders & R M Butler
partners trading as
B L Saunders & Co Plaintiffs

AGAINST

Mrs Sarah L Nurney
trading as
J T Nurney & Co Defendant

Action of

Judgment in favor of the Plaintiffs against the Defendant for the sum of
Ninety Six dollars
and Ninety Cents
$96.90

With interest after the rate of six per centum per annum from
the 16th day of
August-1897
until paid.

Charges of Protest, $

And the cost of suit, $1,45

A FIERI FACIAS issued from ~~the Clerk's~~ Office of said ~~Circuit~~ Court on the 21st day of August-1897, ~~19~~, ~~returnable to the~~ Said Mayor's
directed to ~~the Sheriff of the County of Nansemond,~~ John W Ames Jr Sergeant of the town of Suffolk who hath made return thereon in the words and figures following, to wit: I can find nothing to satisfy this judgment or any part thereof

Teste:
, p. q. Jno W Ames Jr Sergt, ~~CLERK~~

This Judgment was duly docketed in the Clerk's Office of the County Court of the County of Nansemond on the 21st day of August 1897, ~~19~~
Judgment Docket No. 2, Page 131

A R Smith, CLERK.

"Exhibit A."

B L Saunders & Co

vs. } Abstract of Judgment.

J T Nunney & Co

~~Nansemond Circuit Court~~.

Process Book No....., Page.....

Order Book No....., Page.....

..... *Term, 190*.....

Execution Book No....., Page.....

Judgment Docket No. 2....., Page 131.....

County Court.

Virginia---Clerk's Office of the Circuit Court of Nansemond County.

Office of the Clerk of the
In the ~~Circuit~~ Court of the County of Nansemond, ~~at the~~ Sept 6th 1897 ~~Term, 189~~

B L Saunders & R M Butler
Merchants and partners
trading under the firm
name and Style of
B L Saunders & Co ..... Plaintiff's

Action of

AGAINST

Sarah L Nunney
late Merchant-trading
under the firm
name of
I T Nunney & Co ..... Defendant

Judgment in favor of the Plaintiff's against the Defendant for the sum of
Two hundred and thirty
five dollars ..... $ 235.00

With interest after the rate of six per centum per annum from
the 4th day of
September 1897 ..... until paid.

Charges of Protest, $.....

And the cost of suit, $ 5.97

A FIERI FACIAS issued from the Clerk's Office of said Circuit Court on the 6th day of September 1897, ~~1897~~, returnable to the 3rd Monday in October 1897 directed to the Sheriff of the County of Nansemond, who hath made return thereon in the words and figures following, to wit: I can find no property to satisfy the within judgment or any part thereof.

A H Baker Sheriff

Teste:

....., p. q. A L Gurney, CLERK.

This Judgment was duly docketed in the Clerk's Office of the County Court of the County of Nansemond on the 8th day of September 1897, ~~1897~~

Judgment Docket No. 2, Page 131

R A Smith, CLERK.

"Exhibit A."

B L Saunders & Co

vs. } Abstract of Judgment.

J T Nunney & Co.

Nansemond Circuit Court.

Process Book No....., Page.....

Order Book No. 2, Page 315

Sept 6th ~~Term~~, 1897

Execution Book No. 1, Page 206,

Judgment Docket No. 2, Page 131

County Court.

Commissioner's Office, Suffolk, Va.
October 30, I903.

To B. L. Saunders & Co. plaintiffs, and Sarah C. Nurney, D. S. Jones, Donna E. Boone, Lawrence Boone, Cora M. McCoy and Ruth V. McCoy defendants.

You are hereby notified, that I have fixed upon Saturday, the 7th day of November, I903, if fair, and if not fair, then the first day thereafter, Sunday excepted, to take, state and settle the following accounts, required to be taken by a decree of the Circuit Court of Nansemond County, dated October I5, I903, in a suit therein depending between you, at which time and place you are required to attend.

First: An account of the real estate mentioned in the bill, together with its annual and fee simple values.

Second: The liens thereon, together with their amounts, dignities and priorities, and especially, whether any of said real estate has ever been sold for delinquent taxes.

Third: Whether the said real estate will rent for enough in five years to pay off and discharge the liens thereon.

Fourth: Whether the third lot mentioned in the bill and situated on the west side of Chestnut Street, in Suffolk, Virginia, and now owned by Donna E. McCoy and others, is subject to the liens of the judgments as stated in the bill.

Fifth: Any other matter deemed pertinent by the commissioner, or which shall be required to be stated by any party in interest.

Given under my hand this 30th day of October, I903.

W. H. Causey Jr.
Commissioner in Chancery.

We hereby accept sufficient and legal service of the above notice. Lemmon & Corbitt attys for plaintiffs
R. H. Rawles atty for defendants.

Commissioner's Office, Suffolk, Va.
October 20, 1903.

To R. L. Saunders & Co. plaintiffs, and Sarah C. Murray, D. S. Jones, Emma S. Clarke, Lawrence Boone, Cora F. McCoy and Ruth V. McCoy defendants.

You are hereby notified, that I have fixed upon Saturday, the 7th day of November, 1903, if fair, and if not fair, then the first day thereafter, to take, state and settle the following accounts, required to be taken by a decree of the Circuit Court of Nansemond County, dated October 15, 1903, in a suit therein depending between you, at which time and place you are required to attend.

First: An account of the real estate mentioned in the bill, together with its annual and fee simple values.

Second: The liens thereon, according with their amounts, priorities, and especially, whether any of said real estate has ever been sold for delinquent taxes.

Third: Whether the said real estate will rent for enough in five years to pay off and discharge the liens thereon.

Fourth: Whether the third lot mentioned in the bill and situated on the west side of Chestnut Street, in Suffolk, Virginia, and now owned by Emma S. McCoy and others, is subject to the liens of the judgments as stated in the bill.

Fifth: Any other matter deemed pertinent by the commissioner, or which shall be required to be stated by any party in interest.

Given under my hand this 20th day of October, 1903.

Notice to take accounts

Commissioner's Office,
Suffolk, Va., Nov. 7, I9

B. L. Saunders & Co. plaintiffs,

vs In Chancery.

Sarah C. Nurney, D. S. Jones, Donna E. Boone, Lawrence Boone, Cora N. McCoy and Ruth V. McCoy, defendants.

To the Circuit Court of Nansemond County.

Persuant to the decree of this court, pronounced in the above entitled cause, on October I5, I903, the undersigned one of the commissioners in chancery for the said court, proceeded on the above date to take and settle the following accounts: In accordance with the notice herewith returned, duly executed. The result of your commissioner's work is as follows:

I.

An account of the real estate, mentioned in the bill, together with its annual and fee simple values. The real estate in the bill mentioned and described, consists of three parcels of land in Suffolk, Virginia, one of said parcels is located on Pine Street, in Suffolk, Virginia, another of said parcels of land located on Kilby Street in Suffolk, Virginia, and the third parcel is located on the west side of Chestnut Street in Suffolk, Virginia. The parcel, first above mentioned, has no annual value, it being a vacant lot, the fee simple value of the same, is estimated to be $I00, the second lot, above mentioned, has no annual value, it being a vacant strip of land only a few feet wide, fronting on Kilby Street and running back in a northwardly direction, along Chestnut Street. The fee simple value of this lot is estimated to be $50. The third lot, above mentioned, has been improved since its purchase by D. S. Jones ~~and~~ from John T. Nurney et als, and its fee simple value is estimated to be $750, the annual value of the same, estimated to be $84. The value of the lot exclusive of the improvements thereon is estimated to be $250.

2.

The liens thereon together with their amounts, dignities and priorities, and especially whether any of said real estate has ever been sold for de-

linquent taxes.

None of the said real estate has been sold for delinquent taxes. The liens, as of record in Nansemond County Clerk's Office, upon lots one and two, above mentioned, are as follows:

B. L. Saunders & Co.

see J. D. No. 2. P. I3I-

amount	96.90	
cost	I.45	
total	98.35	98.35

Interest on same from Aug. I6, I897 till paid.

The Haynor M'f'g. Co.

see J. D. No. 2 P. I3I-

amt.	I4.65	
cost	I.45	
total	I6.I0	I6.I0

Interest on same from Aug. 23, I897, till paid.

The World Cigar Co.

see J. D. No. 2 P. I3I-

amt.	I6.50	
cost	I.45	
total	I7.95	I7.95

Interest on same from Aug. 5, I897 till paid.

William Bros.

see J. D. No. 2 P. I3I-

amt.	56.50	
cost	- I.45	
total	57.95	57.95

Interest on same from June I4, I897 till paid.

Chas. Read, trading as C. Read & Co.

see J. D. No. 2 P. I3I-

amt.	20.00

amt.	20.00	
cost	I.45	
total	2I.45	2I.45

Interest on same from January 2, I897 till paid.

B. L. Saunders & Co.

see J. D. No. 2 P. I3I-

amt.	$235.00	
cost	- 5.97	
total	240.97	240.97

Interest on same from Sept. 4, I897 till paid.

H. J. Heinz & Co.

see J. D. No. 2 P. I32-

amt.	27.60	
cost	I.45	
total	29.05	29.05

Interest on same from June 9, I897 till paid.

W. H. Barnes

see J. D. No. 2 P. I32-

amt.	85.00	
cost	I.45	
total	86.45	86.45

Interest on same from Aug. 26, I897 till paid.

B. F. Stenson & Co.

see J. D. No. 2 P. I33-

amt.	23.50	
cost	I.45	
total	24.95	24.95

Interest on same from May 23, I897 till paid.

B. D. Baines

see J. D. No. 2 P. I33

amt.	76.I4	
cost	I.45	
total	77.59	77.59

Interest on same from Aug. I4, I897, till paid.

M. P. Hubbard & Co.

see J. D. No. 2 P. I34-

amt.	375.	
cost	6.87	
total	38I.87	38I.87

Interest on same from June 25, I897,($200) July I8, I897, ($I75)

Virginia-Carolina Chem. Co.

See J. D. No. 2 P. I37-

amt.	20.32	
cost	I.45	
total	2I.77	2I.77

Interest on same from May 3, I897 till paid.

Jacob Lawshe

see J. D. No. 2 P. I3-

amt.	3I.I2	
cost	I.45	
total	32.57	32.57

Interest on same from Oct. 2, I897, till paid.

B. D. Baines

see J. D. No. 2 P. I37-

amt.	86.25	
cost	I.45	
total	87.70	87.70

Interest on same from Sept. 24, I897, till paid.

Virginia M'f'g. co.

see J. D. No. 2 P. I38-

amt.	32.40	
cost	I.45	
total	33.85	33.85

Interest on same from November I3, I897 till paid.

W. B. Ferguson & Co.

See J. D. No. 2 P. I39-

amt.	87.98	
cost	I.45	
total	89.43	89.43

Interest on same from Aug. 9, I897 on $30. July I, I897 on bal.

W. V. H. Williams

see J. D. No. 2 P. I39-

amt.	50.	
cost	I.45	
total	5I.45	5I.45

Interest on same from, net, June I2, I897, till paid.

R. G. Chase & Co.

see J. D. No. 2 P. I39-

amt.	40.55	
cost	I.45	
total	42.00	42.00

Interest on same from May 2I, I896 till paid.

J. D. Blackburn & J. W. DeJannett

see J. D. No. 2 P. I42-

amt.	4I.77	
cost	I.45	
total	43.22	43.22

Interest on same from Dec. I0, I896 till paid.

The Heath-Smith Co.

see J. D. No. 2 P. I36-

amt.	II5.84	
cost	7.45	
total	I23.39	I23.39

Interest on same from Aug. 6, I896.

Total amount due, exclusive of Interest $1,578.26.

3.

Whether the said real estate will rent for enough in five years to pay off and discharge the liens thereon. The said real estate will not rent for enough in five years to pay off and discharge the liens thereon.

4.

Whether the third lot, mentioned in the bill, which is situated on the west side of Chestnut Street in Suffolk, Virginia, and now owned by McCoy et als, is subject to the liens of the judgments, as stated in the bill.

The lot situated on the west side of Chestnut Street in Suffolk, Virginia and now owned by McCoy et als, is not, in the opinion of your commissioner, subject to the liens of the judgments stated in the bill, for the reason that before any of said judgments were obtained or docketed, this lot was subject to a prior deed of trust to W. H. Jones, Jr., trustee for the Farmer's Bank of Nansemond, and was subsequently sold by said trustee by virtue of said deed of trust, at public auction and purchased by P. J. Kernodle, who afterwards conveyed it to D. S. Jones, who in turn, conveyed it to Donna E. McCoy and others.

5.

Any other matter deemed pertinent by the commissioners, or which shall be required to be stated by any party in interest.

Your commissioner begs leave to report, under this head, that when D. S. Jones purchased the lot on the west side of Chestnut Street, and named in the bill, from Sarah C. Nurney and others, there were no liens on it. These judgments had not been rendered until about three years thereafter. D. S.

Jones paid a valuable consideration of $250 in good faith for said ~~vacated~~ vacant lot and failed and neglected to have his deed recorded until after the judgments were rendered. In the meantime D. S. Jones had put buildings and improvements on the same to the value of say $500, and that, in no event, would the judgment creditors have a lien on more than the value of the vacant lot, but would have to account to D. S. Jones, or his grantees, for all improvements made by him or them.

The attention of the Court is directed to the depositions of J. Walter Hosier and Rev. H. H. Butler and the same are requested to be taken as a part of this Report.

Respectfully submitted,

C. H. Causey Jr.

Commissioner in Chancery

Fee. $7.50

B. L. Saunders & Co.

Vs.

Sarah C. Nurney, et als

In Chancery.

J. W. Hosier being duly sworn deposes and says as follows:

Q. State your name, age, residence, occupation and if you know the parties to this suit?

A. J. W. Hosier, age 40 years, residence Suffolk, Virginia, occupation real estate agent, and I know the parties in the suit.

Q. Please state if you know anything of the lot on the corner of Market and Pine Streets, one-half interest of which is said to belong to Sarah C. Nurney, and if so, what in your opinion is its annual and fee simple value?

A. Yes, I know the lot well, it is a vacant lot, it has no annual value, and the fee simple value would be, in my opinion, not to exceed $100; the other half interest has recently been sold at private sale for $75.

Q. Are you acquainted with the narrow strip of vacant land, situated on the corner of Kilby and Chestnut Street, in Suffolk, and said to belong to Sarah C. Nurney, and if so, please state in your opinion its annual and fee simple value?

A. I know the lot quite well, it is a narrow strip of land, being vacant, and has no annual value, whatever. The fee simple value, I think, of this piece of land, is $50.

Q. Are you acquainted with the lot situated on the west side of Chestnut Street, extended, next to the Grant lot now belonging to Ruth V. McCoy and others, and, if so please state what you would consider the vacant lot itself worth, and what would you consider the buildings and improvements on it worth?

A. I am also acquainted with this lot. At the time of the purchase, I should think it was worth the amount paid for it, $250. I would assess the buildings and improvements on the same, made since the purchase, at

$500. This lot ~~is~~ vacant ~~as~~ as it was when purchased, would have no annual value; as it now stands, with the buildings on it, I would place its annual value at $85 per year.

And further this deponent saith not.

J. Wallace Davis

Rev. H. H. Butler being duly sworn, deposes and says as follows:

Q. State your name, age, residence, occupation and if you know the parties to this suit?

A. H. H. Butler, age 52, residence Suffolk, Virginia, Minister of the Gospel, I know the plaintiffs and I know some of the defendants; not all of them.

Q. Are you acquainted with the lot situated on the corner of Pine and Market Street in Suffolk, Virginia, named in the bill? And, if so, will you please state its annual and fee simple value?

A. Yes, I am well acquainted with the lot, I am the owner of the other half interest in the same. It is a vacant lot it, therefore, has no annual value. I have purchased my half interest in the same within the last six months, as the records will show, for $75 cash. I should think this was about a fair price, therefore, for the other half interest.

Q. Are you acquainted with the narrow strip of land, situated on the corner of Kilby and Chestnut Streets, in Suffolk, Virginia, named in the bill?

A. I am.

Q. What would you consider its annual and fee simple value?

A. Being a very narrow strip, and only a vacant lot, it has no annual value, in my opinion, and its fee simple value would not exceed $50. It is too narrow to build on, and is only worth this sum, as a privilege.

Q. Are you acquainted with the lot situated on the west side of Chestnut Street, extended, and next to the Grant lot named in the bill?

A. I am.

Q. What would you consider its value as a vacant lot?

A. Its fee simple value, if vacant, I would not consider worth over $250, and as a vacant lot, it would have no annual value, but it is now built on, and I would consider the buildings and improvements worth about $500; and I should think the annual value of the whole thing, as it now stands, would be about $85.

And further this deponent saith not.

Reed N. N. Butler

Depositions

of

J. W. Hozier et al.

B. L. Saunders &c

vs.

Sarah C. Nurney et al

Report

of

C. H. Causey

Commissioner.

1903 Nov 9th Filed

A. P. Gomer clk

B. L. Saunders & Co.

vs.

Sarah C. Nurney, et als. } 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, special commissioner, which said report was filed on the 20th. day of February, I904, and to which no exception has been filed, and was argued by counsel.

On consideration whereof, the court doth confirm the said report, and it appearing therefrom that the said R. H. Rawles, special commissioner, has collected the whole of the purchase money from the sale of the real estate, in the bill and proceedings mentioned, and he has made to the purchasers deeds for the same, with the usual covenants of title; that he has paid all the costs and expenses of this suit and sale; and has paid over the remainder of the purchase money to B. L. Saunders & Co. the judgment creditors entitled to the same; and has filed vouchers in said cause for all of said disbursements; and nothing further remaining to be done in this cause, it is ordered that the same be stricken from the docket.

Final Decree.

Enter:

March 14, 1904

Robert R. Stevens

Entered in Chancery
Order Book No. 3.
Page 564

The answer of D. S. Jones, to a bill in Chancery exhibited against him and others, in the Circuit Court of Nansemond County, at the October term, I903, by B. L. Saunders & Company.

For answers to the said bill, or to so much thereof as it is necessary that this defendant should answer, this defendant answering saith:

That he knows nothing, whatever, of the judgments mentioned in the complainant's bill. He further says that he purchased from Sarah C. Nurney, and others, the third lot mentioned in the said bill, situated on the west side of Chestnut Street, in Suffolk, Virginia, by deed dated the 29th day of October, I895; long before any of the said judgments were rendered; that he made the said purchase in good faith and paid therefor the sum of $250, as stated in said bill, the lot, aforesaid, being at that time a vacant lot without any improvements, whatever, thereon; and he further says that by an oversight, on his part, he laid away his said deed from said Nurney and others and neglected to have the same recorded until the 22nd day of January, I903; he says further, that it is true, he afterwards sold and conveyed the said lot to Donna E. McCoy and others, by deed dated the I9th day of February, I896, as stated in said bill, but the said deed, for the same reason, was not recorded until the 24th day of December, I902. This defendant further says, that since he purchased the said lot, valuable improvements have been made on the same, at the cost of about $2500; and he further says, that he ~~was~~ informed and believes that in any event the complainants will not be entitled to more than the value of the vacant lot, and would have to account for any and all improvements which have been made thereon, since the sale by the defendants. But, this defendant furrther says, that the said lot is not subject to the lien of the judgments, aforesaid, for the reason that it, with many other lots belonging to the said Nurney & Company, was subject to a deed of trust dated the I6th day of May, I895, and recorded in D. B. No. 35, page 279, in the clerk's office of Nansemond county court, said deed being made to W. H. Jones, Jr., Trustee, in order to secure the payment of certain debts therein mentioned. Now your defendant says that the third lot, mentioned in the bill in this case, was

afterwards sold at public auction, by the said Trustee, W. H. Jones, Jr., on the 15th day of February, 1898, and that at said sale, Peter J. Kernodle became the purchaser thereof, at the auction sale, and received a deed for the same on the 15th day of February, 1898, from W. H. Jones, Jr., Trustee, as aforesaid; now this defendant says, while it is true the said deed of trust had been releasrd by a releasing clause in the deed, conveying the same to him on the 29th day of ~~March~~ October, 1895, yet the said deed never having been recorded and there being nothing on the record to show that it had been released, the said Peter J. Kernodle had no notice, whatever, of its release, and therefore, took a good title at the said auction sale, from the said W. H. Jones, Jr., and the said property passed and became the property of the said Peter J. Kernodle; and he further says that afterwards, to-wit; on the 15th day of April, 1903, the said Peter J. Kernodle made a deed conveying the said property to this defendant, said deed being herewith filed marked exhibt "F." and prayed to be taken as a part of this answer, and this defendant afterwards, to-wit; on the day of 1903, sold and again conveyed all his interest, right and title in said property to the said Donna E. Boone, Cora W. McCoy and Ruth V. McCoy; for these reasons, therefore, the defendant says that the complainants have no lien, whatever, on the said third lot mentioned in their bill of complaint; this defendant further says that he knows nothing of the other two small lots of land, first mentioned in the complainant's bill, and having fully answered, he prays to be hence dismissed, with his reasonable cost in this behalf expended. & he will ever pray &c.

D. S. Jones

Virginia
Nansemond County to wit: I R. H. Reeder a Notary Public in the County aforesaid in the State of Virginia do certify that D. S. Jones whose name is signed to the above answer has this day personally appeared before me in my said county and made oath that the statements in said answer made as coming of his own knowledge are true: and all other statements therein contained obtained from information derived from others he believes to be true. Given under my hand this 30 day of October 1903. My term of office expires Jan 22. 1907. R. H. Reeder N.P.

Allevon.

D. S. Jones.

The answer of Sarah C. Nurney, to a bill in Chancery filed against her and others in the Circuit Court of Nansemond County, by B. L. Saunders & Co.

For answer to the said bill, or so much thereof as it is necessary that this defendant should answer, this defendnat answering says: it may be true that the judgments were ~~required~~ rendered against Nurney & Co. as alleged in said bill; it is also true that on the 29th day of October, 1895, this defendant and her husband, John T. Nurney, sold and conveyed to the defendant D. S. Jones, the third lot or tract of land mentioned in the said bill in consideration of the sum of Two Hundred and Fifty Dollars ($250) which was paid down in cash: That the lot thus conveyed was at that time a vacant lot and had no improvements whatever on it. That the said transaction was open, fair, just, honest and absolutely made in good faith, but that for some reason unknown to this defendant, the said D. S. Jones failed to have the said deed recorded until the 22nd of January, 1903, and that in the meantime the firm of J. T. Nurney & Co. had failed, and said judgments had been rendered against them and docketed. But for the reason stated in the answer of D. S. Jones, filed with the papers in this cause, this defendant does not believe that the said lot of land is subject to the lien of the said judgments.

And having fully answered, this defendant prays to be dismissed with her reasonable cost in this behalf expended, and she will ever pray, etc.

S. C. Nurney by
W. H. Rawles Counsel

Answer of
Sarah C. Shurmy

The joint and separate answers of Donna E. Boone, (formerly McCoy), Lawrence Boone, Cora N. McCoy and Ruth V. McCoy, to a bill in Chancery exhibited against them and others, in the Circuit Court of Nansemond County by B. L. Saunders & Co.

For answer to the said bill, or so much thereof as it is necessary that these defendants should answer, these defendants answering say: that they know nothing, whatever, of the judgments mentioned in the said bill; they say that it is true the said D. S. Jones sold and conveyed to them the third lot of land mentioned in the said bill, by deed dated the 19th day of February, 1896, as stated in said bill. That the said conveyance was open, honest, fair and was made in perfect good faith, and the consideration named therein was fully paid by them for said land; they further say that the lot, when first conveyed, by the said S. C. Murney and others to the said D. S. Jones, was a vacant lot which had on it no improvements or buildings of any kind, whatever, and that in any event, the lot would only be subject to the lien of the said judgments according to its value as a vacant lot, at the time of the conveyance, but these defendants further say that the said lot is not subject to the lien of the said judgments mentioned in the bill, for the reason fully set forth in the answer of defendant, D. S. Jones, filed in this case, which said answer they adopt as their answe and pray that the court may read it as a part of their answer.

Having answered fully, these defendants pray to be dismissed with their reasonable cost by them expended in this behalf, and they will ever pray etc.

Donna E. Boone
Lawrence Boone
Cora W. McCoy
Ruth V. McCoy
by R. A. Rendleman Counsel

Answer of
Donna E. Boone et al

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY.

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Complaining showeth unto the court your complainants B. L. Saunders and R. M. Butler, partners trading as B. L. Saunders & Company, that they recovered two judgments, one for Ninety-six and 90/100 ($96.90) Dollars, with interest from the 16th. day of August, 1897, and $ costs, and the other for Two Hundred and Thirty-five ($235.00) Dollars, with interest from the 4th. day of September, 1897, and $ costs, against Sarah C. Nurney, trading as J. T. Nurney & Company: the first of said judgments being obtained before R.L.Brewer, Mayor of the Town of Suffolk, in the county of Nansemond, and duly docketed in the Clerk's Office of said county: and the second of said judgments being obtained in the Clerk's Office of the Circuit Court of the County of Nansemond, extracts of which judgments, marked Exhibit "A", are herewith filed as a part of this bill. Of these judgments no part has been paid.

Your complainants aver that there are three small lots of land in the town of Suffolk, Virginia, that are subject to the liens of your complainants' judgments, one of which lots is situated on the Northwest corner of Kilby and Chestnut streets, and another on the Southwest corner of Market and Pine streets, and both are now owned by Sarah C. Nurney; the third of said lots is situated on the West side of Chestnut street, and was conveyed by Sarah C. Nurney and John T. Nurney, her husband, W. H. Jones, Jr., Trustee, and the Farmers Bank of Nansemond, to D. S. Jones, by deed dated the 29th day of October, 1895, and recorded 22nd. day of January, 1903, in D.B.No. 54 , page 215 , for a more accurate description of which lot reference is made to a copy of said deed marked

Exhibit "B", which is filed herewith as a part of this bill.

Your complainants aver, as will be seen from copy of said deed, that W. H. Jones, Jr., Trustee, and the Farmers Bank of Nansemond were parties for the purpose only of releasing the lot thereby conveyed from the lien of a deed of trust in favor of the Farmers Bank of Nansemond, and that inasmuch as said deed to D. S. Jones was not admitted to record until sometime subsequent to the docketing of your complainants' judgments, the said deed is void as to your complainants.

Your complainants also showeth to the court that the said third lot of land above mentioned was conveyed by D. S. Jones to Donna E. McCoy, Cora W. McCoy and Ruth V. McCoy by deed dated the 19th. day of February, 1896, and recorded the 24th. day of December, 1902, in D.B.No. 54, page 131, of Nansemond County Court Clerk's Office, a copy of which, marked Exhibit "C", is herewith filed as a part of this bill.

Your complainants aver and charge that both of said deeds marked Exhibits "B" and "C", are void as to your complainants: that the rents and profits of these three lots will not in five years satisfy your complainants' judgments, and that they are entitled to enforce the liens of the same by sales of the said property.

In tender consideration whereof your complainants pray that the said Sarah C. Nurney, D. S. Jones, Donna E. McCoy, now Boone, and Lawrence Boone, her husband, Cora W. McCoy and Ruth V. McCoy may be made parties defendants to this bill, and required to answer the same, but not under oath, same being expressly waived: that proper process issue: that all proper orders and decrees may be made, and inquiries directed; that the said deeds above mentioned filed herewith as Exhibits "B" abd "C", be declared void as to your complainants: that if it shall appear that the said rents and profits of the

said real estate will not, in five years, satisfy your complainants' judgments, that the said real estate be sold and the proceeds thereof be applied in satisfaction of your complainants' judgments; that if such rents and profits will so suffice, that the said lots of land be rented out and the rents and profits be applied to the said judgments until the same are fully satisfied; that all such other, further, general and special relief may be granted your complainants as the nature of their case may require, or to equity shall seem meet. And your complainants will ever pray,&c.

McLaurie & Corbitt, S.S.

B. L. Saunders & Co.

v. } Bill

Sarah C. Nunney et als

McLemore & Corbitt, p.q.

B L Saunders Adm
vs } In Chancery
S E Nunney & others.

1903 March 11th		Process issued returnable to March Rules third Monday
"	" 16th	Process returned executed on D S Jones and service acknowledged by Donna E McCoy nee Boone Bill filed and Decree nisi Vs D S Jones & Donna E McCoy nee Boon
" April 6th.		Decree nisi confirmed and Cause set for hearing as to D S Jones & Donna E McCoy nee Boon.
"	" 6th	Order of Publication as to Sarah B Nunney Laurence Boone Cora W McCoy and Ruth D McCoy

Chancery
Notes