1907-001
Nansemond Co (Suffolk) Chancery Causes: Baltimore Bargain House vs Admr of Frank Lorkin et al

Plat

Stewart, Cobb, Carmichael, Epstein, Crocker, Eley, McLemore, Morgan, Pope,
Woodward & Elam I, Farmers Bank of Nansemond I, Bank of Suffolk I,
Brewer, Winston, Dodson-Fearing-Miller Co I, E L Folk & Co I,
Harper & West I, Norfolk & Portsmouth Traction Co I, Norfleet & Bro I,
Smith Briscoe Shoe Co I, J Jacobs & Co I, P Levin & Co I,
Mercantile Tailoring Co I, J S Shields & Co I, Colonial Perfume & Toilet Co I,
Hall

Please Enter order
Publication.

JLM

INSURE WITH THE
Home Insurance Co. New York.
Cash Capital, - $3,000,000,00.

VIRGINIA:

At rules, held in the clerk's office of the Circuit Court for the County of Nansemond, on Monday, the first day of May, 1906.

Jacob Epstein, trading and doing business as Baltimore Bargain House, who sues for himself and such others, creditors of Frank Larkin, deceased, who shall come in, take part in and share the costs of this suit,.....Plaintiff.

v.) In Chancery.

W. H. Crocker, Administrator of the estate of Frank Larkin, deceased, Sarah Larkin (widow), A. W. Stewart, Nancy Cobb and Mary Carmichael.....Defendants.

The object of this suit is to have the accounts of W. H. Crocker, Administrator of Frank Larkin, deceased, settled before a commissioner of this Court; and account of the debts of the decedent taken, and after exhausting the personal estate of decedent, if it should become necessary, then to sell sufficient of the real-estate of which he died seized and possessed, to pay off and discharge such indebtedness as may be legally proved against his estate.

An affidavit having been made that the defendants, Nancy Cobb and Mary Carmichael, are non-residents of this state the said defendants are required to appear within fifteen days after the due publication of this order, in the Clerk's Office of our said Court, at rules to be holden therefor, and do what is necesaary to protect their interests. 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, and be posted at the front door of the Court House of said County on, or before the next rule day after the date of this order.

Teste: R R Smith Clerk

By A C Gomes Deputy Clerk

I A P Gomer Deputy Clerk for the Circuit Court of Nansemond County do hereby Certify that a Copy of the within Order of Publication was duly posted at the front door of the Court house for said County on Saturday the 5th day of May 1906.

A P Gomer D.C

VIRGINIA:

At rules, held in the clerk's office of the Circuit Court for the County of Nansemond, on Monday, the first day of May, 1906.

Jacob Epstein, trading and doing business as Baltimore Bargain House, who sues for himself and such others, creditors of Frank Larkin, deceased, who shall come in, take part in and share the costs of this suit,.....Plaintiff.

v.) In Chancery.

W. H. Crocker, Administrator of the estate of Frank Larkin, deceased, Sarah Larkin (widow), A. W. Stewart, Nancy Cobb and Mary Carmichael.....Defendants.

The object of this suit is to have the accounts of W. H. Crocker, Administrator of Frank Larkin, deceased, settled before a commissioner of this Court, and account of the debts of the decedent taken, and after exhausting the personal estate of decedent, if it should become necessary, then to sell sufficient of the real-estate of which he died seized and possessed to pay off and discharge such indebtedness as may be legally proved against his estate.

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Teste: _____

Date of Publication

TO THE CLERK OF THE CIRCUIT COURT OF NANSEMOND COUNTY:

Please issue process as follows:

Jacob Epstein, trading and doing business as Baltimore Bargain House, who sues for himself and such others, creditors of Frank Larkin, deceased, who shall come in, take part in and share the costs of this suit,

Plaintiffs

v.

W. H. Crocker, Administrator of the estate of Frank Larkin, deceased, Sarah Larkin (widow), A. W. Stewart, Nancy Cobb, Mary Carmichael, Summoned in Chancery First May Rules 1906.

Defendants.

Tax $1.50

W. Gilmore Corbitt. P.Q.

M Lemore Hoobler &c
Baltimore Bargain
House
vs
Chancery
W Hewes Admrx &c

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON W. N. Lewcker Administrator of the estate of Frank Larkin, deceased, Sarah Larkin (widow) A W Stewart- Nancy Cobb & Mary Carmichael

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 May 1906, to answer a Bill in Chancery, exhibited against them in the said Court by Jacob Epstein trading and doing business as Baltimore Bargain House, who sues for himself and such others, Creditors of Frank Larkin deceased, who shall come in take part in and share the costs of this suit

And have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this 1st day of May, 1906, in the 130th year of the Commonwealth.

A copy—Teste:
R. R. Smith, CLERK.
By A. L. Gomey Deputy Clerk

Teste:
R. R. Smith CLERK.
By A. L. Gomey Deputy Clerk

I acknowledge due & legal service of the within Summons this 12th day of May, 1906.

Northern
Saligman, Millhiser & Co

Wm Lemore Corbitt p. q.

A Copy for
Mary Carmichael

VS. } IN CHANCERY.

1906

May Rules.

First Monday.

NANSEMOND CIRCUIT COURT.

Process Book No. 3

Page 15

Dan'l Cameron
Mary T. Carmichael
Plaintiff

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON W N Crocker Administrator of the estate of Frank Larkin deceased, Sarah Larkin (widow) A W Stewart, Nancy Cobb & Mary Carmichael

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 May 1906, to answer a Bill in Chancery, exhibited against them in the said Court by Jacob Epstein, trading and doing Business as Baltimore Bargain House, who sues for himself and such others, Creditors of Frank Larkin, deceased, who shall come in, take part in and share the costs of this suit

And have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this 1st day of May, 1906, in the 130th year of the Commonwealth.

A copy—Teste:
R R Smith, CLERK.
By A W Jones Deputy Clerk

Teste:
R R Smith, CLERK.
By A W Jones Deputy Clerk

M. Lemore & Corbitt p. q.

A Copy for
Nancy Cobb

VS. } IN CHANCERY.

1906

May Rules.

First Monday.

NANSEMOND CIRCUIT COURT.

Process Book No. 3

Page 165

I acknowledge due legal service of the within Summons this 12th day of May 1906.

Witness:
J. A. Berry.
E. E. Pitt

Nancy Cobb
Defendant

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON W N Brocker Administrator of the estate of Frank Larkin, deceased, Sarah Larkin (widow) A W Stewart- Nancy Cobb & Mary Carmichael.

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 May 1906, to answer a Bill in Chancery, exhibited against them in the said Court by Jacob Epstein, trading and doing business as Baltimore Bargain House, who sues for himself and such others, Creditors of Frank Larkin, deceased, who shall come in, take part in and share the costs of this suit.

And have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this 1st day of May, 1906, in the 130th year of the Commonwealth.

A copy—Teste:

_____, CLERK.

Teste: R R Smith, CLERK.

By S B Jones Deputy Clerk

M. Lemore Corbitt, p. q.

Baltimore Bargain House

vs. } In Chancery.

W. H. Crocker Administrator &c.

1906

May Rules.

First Monday.

NANSEMOND CIRCUIT COURT.

Process Book No. 3

Page 15

Rule returnable 1st day of May 1906.
Executed by service upon the within defendant. This 1st day of May 1906.
Wiley H. Crocker
Holmes
A. W. Stewart
Sarah Tarkin

KNOW ALL MEN BY THESE PRESENTS, that I, Nancy Cobb, of the County of Orangeburg, in the State of South Carolina, hereby name, constitute and appoint James L. McLemore and James H. Corbitt, who may act jointly or severally, my true and lawful attorneys, in fact, for me and in my name, place and stead to represent, sue for and receive any interest in the Estate of the late Frank Larkin, deceased, which may have descended to me by reason of being his half-sister; and they are also authorized to acknowledge service of any process, notice, summons or other paper, and do whatsoever in their judgment or discretion may be necessary in order to facilitate the settling of the Estate of the said Frank Larkin, the payment of the debts due by him, and the conversion of any interest I may have therein, into cash. And I do hereby ratify and confirm whatsoever my said attorneys, or either of them, may do by virtue of these presents.

WITNESS my hand and seal this 19 day of May, 1906.

Witness:
J. A Barry

Nancy her Cobb mark (SEAL)

STATE OF SOUTH CAROLINA,
COUNTY OF Orangeburg to-wit:

I, J. A Barry, a Notary Public for the county aforesaid, in the State of South Carolina, do certify that Nancy Cobb, whose name is signed to the writing hereunto annexed bearing date the 19th day of May, 1906, has acknowledged the same before me in county aforesaid.

My term of office expires at pleasure of Governor
Given under my hand and official seal this 19th day of May, 1906.

J. A Barry
Notary Public.

Power attorney

Nancy Cable

KNOW ALL MEN BY THESE PRESENTS, that I, Mary Carmichael, of the County of Aiken, in the State of South Carolina, do hereby name, constitute and appoint James L. McLemore and W. H. Crocker, who may act jointly or severally, my true and lawful attorneys, in fact, for me and in my name, place and stead to represent, sue for and receive any interest in the Estate of the late Frank Larkin, deceased, which may have descended to me by reason of being his half sister; and they are also authorized to acknowledge service of any process, notice, summons or other paper, and do whatsoever in their judgment or discretion may be necessary in order to facilitate the settling of the Estate of the said Frank Larkin, the payment of the debts due by him, and the conversion of any interest I may have therein, into cash.
And I do hereby ratify and confirm whatsoever my said attorneys, or either of them, may do by virtue of these presents.

WITNESS my hand and seal this 13th day of June, 1906.

In the Presence of
Counsel Gueld, of
Aiken County S.C.

Mary her x mark Carmichael (SEAL)

STATE OF South Carolina,
COUNTY OF Aiken. To-wit:

I, Louis Schiller, a Notary Public for the county aforesaid, in the state of South Carolina, do certify that Mary Carmichael, whose name is signed to the writing hereunto annexed bearing date the 13th day of June, 1906, has acknowledged the same before me in county aforesaid.

My term of office expires at pleasure of Governor S. C.

Given under my hand and official seal this 13th day of June, 1906.

Louis Schiller (L.S.)
Notary public for S.C.

Power of attorney

Mary Carmichael

Received, July 1st, 1907, of James L. McLemore, Special Commissioner, the sum of Nine Hundred and Fifty & 14/100 Dollars ($950.14), the same being in full settlement of my distributive share in the Estate of Frank Larkin, deceased, in accordance with decree entered in the cause of Baltimore Bargain House v. Frank Larkin's Administrator et als, in the Circuit Court of Nansemond County, Virginia, on the 16th day of May, 1907.

N. W. Stewart

Received, July 1st, 1907, of James L. McLemore, Special Commissioner, the sum of Nine Hundred and Fifty & 14/100 Dollars ($950.14), the same being in full settlement of my distributive share in the Estate of Frank Larkin, deceased, in accordance with decree entered in the cause of Baltimore Bargain House v. Frank Larkin's Administrator et als, in the Circuit Court of Nansemond County, Virginia, on the 16th day of May, 1907.

Witness:
J. A. Berry

Nancy Ivy Hobbs
Mark

Received, July 1st, 1907, of James L. McLemore, Special Commissioner, the sum of Fourteen Hundred and Seven & 79/100 Dollars ($1407.79), the same being in full settlement of my distributive share in the Estate of Frank Larkin, deceased, in accordance with decree entered in the cause of Baltimore Bargain House v. Frank Larkin's Administrator et als, in the Circuit Court of Nansemond County, Virginia, on the 16th day of May, 1907.

Sarah Larkin

Received, July 1st, 1907, of James L. McLemore, Special Commissioner, the sum of Nine Hundred and Fifty & 14/100 Dollars ($950.14), the same being in full settlement of my distributive share in the Estate of Frank Larkin, deceased, in accordance with decree entered in the cause of Baltimore Bargain House v. Frank Larkin's Administrator et als, in the Circuit Court of Nansemond County, Virginia, on the 16th day of May, 1907.

Mary Carmichael

by W Lemore Corbitt attys

Baltimore Bargain House et als,

v. SPL. COMRS. REPORT.

Frank Larkin's Administrator et als.

The undersigned, Special Commissioner appointed by a previous decree herein, begs to report that in pursuance of decree entered in this cause on the _____day of _____, 1907, the undersigned Commissioner has paid to the several parties entitled thereto their distributive shares in the Estate of Frank Larkin, deceased, as shown by said last mentioned decree, in accordance with statement showing amount in hand to be distributed as $4258.21, and paid out as follows:

To Sarah Larkin, widow of Frank Larkin, deceased,	$1407.79
To A. W. Stewart, half-brother of Frank Larkin, deceased,	950.14
To Mary Carmichael, half-sister of Frank Larkin, deceased,	950.14
To Nancy Cobb, half-sister of Frank Larkin, deceased,	950.14
	$4258.21

This, in so far as your Commissioner is aware, disposes of all matters in these proceedings and settles the Estate in full of the late Frank Larkin, deceased.

All of which is respectfully submitted.

July 22, 1907.

James L. McLemore,

Special Commissioner.

Baltimore Bargain House et als

v. } Report Spl. Comr.

Frank Larkins Admr et als

Filed July 25. 1907.

J. F. L.

2

This Newspaper reserves the right to refuse to print advertisement which may in the opinion of the publisher in any way objectionable, or injurious to the Newspaper although payment may have been made in advance.

Norfolk, Va. Jan 4 1907

Robt. W. Wilson

To The Norfolk Landmark Publishing Company, Dr.

Dec 1x	To Advertising Comr's notice to creditors of Frank Larkin, deceased 1 wi 1 week	$	2 00
	of Robt. W. Wilson Exr		

Date Paid _____ Received Payment, _____

FOR NORFOLK LANDMARK

All Available Text Successfully Captured

McLEMORE & CORBITT, ATTORNEYS,
SUFFOLK, VIRGINIA.

$800.00 ..... On demand ....., we owe and promise to pay unto J. L. McLemore, Attorney, ..., his heirs or assigns, the sum of Eight Hundred and 00/100 - - - - - - - - - - - - - - - DOLLARS, Value received, and with interest from date, payable semi-annually.

We hereby waive the benefit of our Homestead Exemptions as to this debt.

Witness the following signatures and seals this 5th day of October, 1904.

Frank Larkin SEAL

Sarah Larkin SEAL

..... SEAL

This Bond is secured by Deed of Trust on Real Estate in Nansemond, County, Virginia.

Jas. H. Corbitt, Trustee.

Witness: Josiah Brinkley

Rec'd for Record Nov 5 1907

I hereby assign the within bond with its security to Mrs D. A. Morgan without recourse to me.

Nov. 14. 1904 Jas L. McLemore, attorney.

Interest paid to April 5th 1905.

" " " Oct. 5th 1905.

McLEMORE & CORBITT, ATTORNEYS,
SUFFOLK, VIRGINIA,

5422

$ 500. Mr. & Mrs. A. Morgan, we owe and promise to

pay unto Mr. & Mrs. A. Morgan, her heirs or assigns,

the sum of Five Hundred DOLLARS,

Value received, and with interest from date, payable Semi-annually,

we hereby waive the benefit of our Homestead Exemptions as to this debt.

Witness the following signature and seals this 11th day of March 1905

This Bond is secured by Deed of Trust on Frank Larkin SEAL

Real Estate in Suffolk Sarah Larkin SEAL

County, Va

Jas. H. Corbitt, Trustee. SEAL

Witness: Julia A. Brinkley

RICHMOND LAND OFFICE
CLERK'S OFFICE
PAID $1.65

Interest paid to Sept. 11th 1905.

McLEMORE & CORBITT, ATTORNEYS,
SUFFOLK, VIRGINIA,

$1200.00 ..... On demand ....., we owe and promise to pay unto J. L. McLemore, Special Commissioner in the chancery cause of Pretlow's heirs v. Pretlow's heirs & assigns, the sum of Twelve Hundred and 00/100 ..... DOLLARS, Value received, and with interest from date, payable semi-annually

We hereby waive the benefit of our Homestead Exemptions as to this debt.

Witness the following signatures and seals this 5th day of October, 1904.

This Bond is secured by Deed of Trust on Real Estate in Nansemond County, Virginia.

Jas. H. Corbitt, Trustee.

Frank Laskin SEAL

Sarah Laskin SEAL

SEAL

Witness: Julia R. Brinkley

1905. Apl. 5. By Int. for 6 mos. to date $36.00

MCLEMORE & CORBITT, ATTORNEYS,

SUFFOLK, VIRGINIA.

$600— On demand after date, with legal interest from date until paid, payable

We bind ourselves, our heirs, executors and administrators, jointly and severally, to pay to A. S. Eley, his heirs or assigns, the sum of Six Hundred xxxxxxxxxx 100 DOLLARS, for value received; and we hereby waive the benefit of our Homestead Exemption as to this debt, obligation and contract.

Secured by deed of trust on real estate in Louisa County, Va., R. H. Rayos, Trustee.

Witness our hands and seals this 13th day of March 1905.

WITNESS:

L. D. Jacobs

Frank Larkin SEAL

Sarah Larkin SEAL

SEAL

Frank Larkin
Sarah Larkin (his wife)

All Available Text Successfully Captured

Frank Larkin bond.
$600 — dated mch 13th. 1905
Dzd Trust recorded in Ded Book
no. page —

Sept 11/05 by part int 12.00

McLEMORE & CORBITT, ATTORNEYS,
SUFFOLK, VIRGINIA.

$350.00 On demand, we owe and promise to pay unto Miss. N. Lula Pope, of Newsoms, Va., her heirs or assigns, the sum of THREE HUNDRED AND FIFTY---------- DOLLARS, Value received, and with interest from date, payable semi-annually

We hereby waive the benefit of our Homestead Exemptions as to this debt.

Witness the following signatures and seals this 3rd. day of August 190 5

This Bond is secured by Deed of Trust on Real Estate in Suffolk, Va. County, Nansemond

James H. Corbitt, Trustee.

Frank Larkin SEAL

Sarah A. Larkin SEAL

SEAL

assigned to Jas. L. McKinney
for purpose of delivering Scene

A. Luba Pope

L. L.

I understand that Frank Larkin has recently died, & am sending you his bond for $3500 ~~00~~, & I sup-pose the estate will be settled up soon & you will want this paper.

M. L. P.

Jamestown Va
Feb. 28th/06

Dear Mr. Mickmore:-

Yours of some days ago received containing check for $5-9.41 - the amount furnished advanced to me. Many thanks for same,

Sincerely Yr. friend
E. Lufkin Pope

Check for $379.60-

(Over)

£7.9.01

$ 1600 On the 1st day of May 1907 we promise to pay unto

A. Andrews, his Heirs, Executors, Administrators or Assigns

the just and full sum of Sixteen DOLLARS and —— CENTS,

current money of the United States, for value received, with interest from date; for the payment of which we bind

our selves, our Heirs, Executors and Administrators firmly by these presents; and we hereby

waive the benefit of our exemption as to this debt, obligation or contract.

As witness our hands and seals this 1st day of August, in the

year of our Lord one thousand nine hundred and one

Gid X Perkins SEAL

WITNESS Wm. Withers Pearl D. Perkins SEAL

Original 2 Rel. -

Note and Mortgage
Assigned to
Bruce Phillips
May 15th 1907
for $1600.00
Wm. Withers

Aug. 1st 1901.

Credit by Cash

Four Dollars ($4.00)

Interest paid to Aug 1st 1902

" " " " " 1903.

" " " " " 1904.

" " " Aug 1st 1905

$ 16 00 On the 1st day of August 1907 we promise to pay unto H. A. Morgan, his Heirs, Executors, Administrators or Assigns the just and full sum of Sixteen ——— DOLLARS and ——— CENTS, current money of the United States, for value received, with interest from date; for the payment of which we bind ourselves, our Heirs, Executors and Administrators firmly by these presents; and we hereby waive the benefit of our exemption as to this debt, obligation or contract.

As witness our hands and seals this 1st day of August, in the year of our Lord one thousand nine hundred and one

WITNESS Robt. W. Withers

Gid X Perkins SEAL

Denie D. Perkins SEAL

Aug. 1st 1901

Credit by Cash

Four Dollars ($4.00)

Interest paid to Aug. 1st 1902

" " " " " 1903

" " " " " 1904.

" " " " " 1905.

$ 16.00

On the 1st day of August 1906 we promise to pay unto H. A. Thompson, his Heirs, Executors, Administrators or Assigns the just and full sum of Sixteen ——— DOLLARS and ——— CENTS, current money of the United States, for value received, with interest from date; for the payment of which we bind our selves, our Heirs, Executors and Administrators firmly by these presents; and we hereby waive the benefit of our exemption as to this debt, obligation or contract.

As witness our hands and seals this 1st day of August, in the year of our Lord one thousand nine hundred and one

Witness Robt. W. Withers

Sid Perkins SEAL

Denis B. Perkins SEAL

Aug. 1st 1901 -

Credit by Cash

Four Dollars ($4.00)

Interest paid to Aug 1st 1902

" " " " " 1903

" " " " " 1904.

" " " " " 1905

$ 16 00 On the 1st day of November 1906 we promise to pay unto H. A. Morgan, his Heirs, Executors, Administrators or Assigns the just and full sum of Sixteen DOLLARS and ——— CENTS, current money of the United States, for value received, with interest from date; for the payment of which we bind our selves, our Heirs, Executors and Administrators firmly by these presents; and we hereby waive the benefit of our exemption as to this debt, obligation or contract.

As witness our hands and seals this 1st day of August, in the year of our Lord one thousand nine hundred and one

Witness Robt. H Withers

Sid X Perkins SEAL

Parish D. Perkins SEAL

Aug. 1st 1901

Credit by Cash

Four Dollars ($4.00)

Interest paid to Aug 1st 1902

" " " " " 1903

" " " " " 1904.

" " " " " 1905

$ 16 00 On 1st day of May 1906 we promise to pay unto H. A. Morgan, his Heirs, Executors, Administrators or Assigns the just and full sum of Sixteen DOLLARS and —— CENTS, current money of the United States, for value received, with interest from date; for the payment of which we bind ourselves, our Heirs, Executors and Administrators firmly by these presents; and we hereby waive the benefit of our exemption as to this debt, obligation or contract.

As witness our hands and seals this 1st day of August, in the year of our Lord one thousand nine hundred and one

Witness Robt. H. Withers

Sid X Perkins SEAL

Pearl D. Perkins SEAL

Aug. 1st/901

Credit by Cash

Four Dollars ($4.00)

Interest paid to Aug 1st 1902.

" " " " 1903

" " " " 1904.

" " " " 1905.

"

$16.00 On the 1st day of February 1907 we promise to pay unto H. A. Morgan, his Heirs, Executors, Administrators or Assigns the just and full sum of Sixteen DOLLARS and ——— CENTS, current money of the United States, for value received, with interest from date; for the payment of which we bind ourselves, our Heirs, Executors and Administrators firmly by these presents; and we hereby waive the benefit of our exemption as to this debt, obligation or contract.

Paid 2/10/07

As witness our hands and seals this 1st day of August, in the year of our Lord one thousand nine hundred and one

Witness Robt. W. Watkins

Gid X Perkins SEAL

Emil D. Peters SEAL

Aug. 1st 1901

Credit by Cash

($4.00) Four Dollars

Interest paid to Aug 1st 1902

" " " " 1903

" " " " 1904.

" " " " 1905.

3870

FARMERS BANK OF NANSEMOND
SUFFOLK, VA.

Feb 28

$100.00

Suffolk, Va., Dec 30 1905

Sixty days after date I promise to pay unto

Woodward Elam

or order, negotiable and payable, without offset, at the FARMERS BANK OF NANSEMOND Suffolk, Virginia,

One Hundred Dollars,

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

Frank Lanier Jr

9-22-05-10m.

For removal
Woodsum Klaus

Apr 15

$175.00

Suffolk, Va., Jan 15 1906

Sixty days after date I promise to pay unto

J B Shelhouse & Son

without offset, at the FARMERS BANK OF NANSEMOND Suffolk, Virginia,

One Hundred & Seventy five Dollars,

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

Frank Larkin

9-22-05-10m.

J. B. Philhower & Son

50 00

68393

May 6

$250.00

Suffolk, Va., Feb. 5 1906

_____ days after date I promise to pay unto

_____, or order, negotiable and payable,

without offset, at the FARMERS BANK OF NANSEMOND Suffolk, Virginia,

_____ Dollars,

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

Frank Perkins

9-22-05-10111.

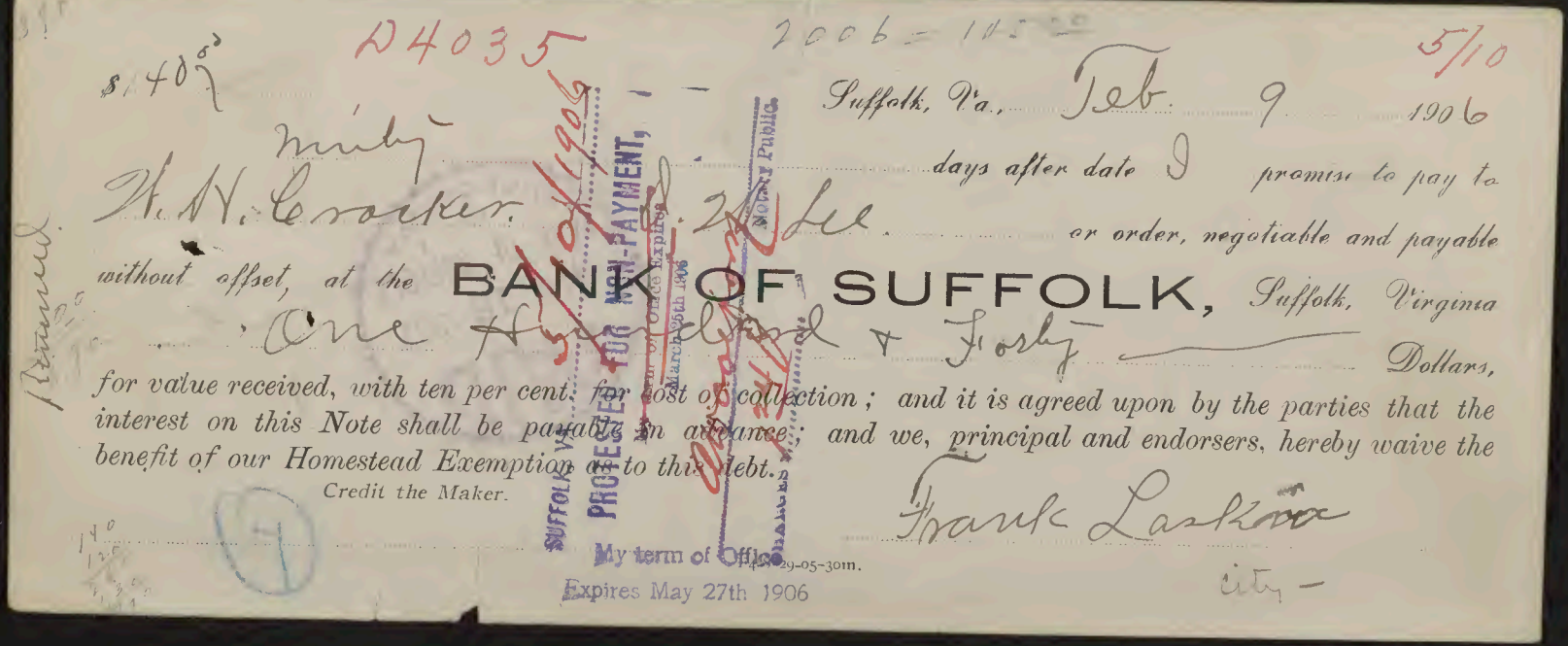
David his x White
mark

J. C. White witness.

Rev

W. J. Howard

Rev



D4035

2006 = 105.00

$ 1,400.00

Suffolk, Va., Feb. 9 1906

5/10

Mthly

H. N. Crocker days after date I promise to pay to

W. L. Lee or order, negotiable and payable

without offset, at the BANK OF SUFFOLK, Suffolk, Virginia

One Hundred & Forty Dollars,

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

Credit the Maker.

Frank Lankford

City

Renewed.

SUFFOLK VA. MAR 10 1906 PROTESTED FOR NON-PAYMENT, Notary Public

My term of Office Expires March 30th 1906

My term of Office Expires May 27th 1906

14-29-05-30m.

H. N. Crocker.

R. L. BREWER & SON,

DEALERS IN

Fine Watches, Diamonds and Rich Jewelry,

BICYCLES and BICYCLE SUPPLIES.

Fine Repairing Promptly Executed.

No. 946 WASHINGTON STREET.

SUFFOLK, VA.,

Received March 20th 1907, of W. H. Readers, administrator of Frank Rawlins, deceased, the sum of Fifty four and 07/100 dollars ($54.07) same being one half of bond due me by the said Frank Rawlins deceased and A. W. Stewart, as shown by the account of the debts taken by Master Commissioner Rob W. Williams, filed Dec 28th 1906, in the Chancery cause of R. R. Brewer Jr, Ex' als vs Frank Rawlins, administrator et als, and ordered to be paid by decree entered in the said cause on March 18th 1907,

R. R. Brewer Jr.

M. WINSTON, PRESIDENT.
H. W. WHICHARD, VICE PRES'T.
C. L. WHICHARD, SEC'Y & TREAS.

WINSTON-WHICHARD CO.

WHOLESALE

DRY GOODS & NOTIONS.

76-78-80-82-84 COMMERCE ST.
NORFOLK, VA.

BOTH 'PHONES. 877.

March 18th, 1907.

Received of W. H. Crocker, Administrator of Frank Larkin, Dec'd, the sum of One Hundred, Ten and 31/100 Dollars, ($110.31(, same being the amount of account without interest, allowed in our favor against the estate of Frank Larkin, Dec'd, as shown by the account of the debts taken by master Commissioner, Robt. W. Withers, filed december 28th, 1906, in the Cha ncery Cause of Baltimore Bargain House et als v. Frank Larkin's ~~XXXX XXXXX~~ Administrator et als and ordered to be paid by Decree entered in the said cause on March 15th, 1907.

Winston-Whichard Company.

By- C. L. Whichard

DODSON-FEARING-MILLAR COMPANY,

Importers and Jobbers

NOTIONS, TOYS, HOSIERY, UNDERWEAR, ETC.

149, 151 and 153 MAIN STREET.

Norfolk, Va. ..... *190*...

RECEIVED, March 18, 1907, of W. H. Crocker, Administrator of Frank Larkin, deceased, the sum of Sixty Five and 05/100 Dollars ($65.05), same being amount of account and interest allowed in favor of Dodson-Fearing-Millar Co., Norfolk, Va., against the estate of Frank Larkin, deceased, as shown by the account of the debts taken by Master Commissioner, Robt. H. Withers, filed December 28, 1906, in the Chancery cause of Baltimore Bargain House als Frank Larkin's Administrator et als, and ordered to be paid by decree entered in the said cause on March 15, 1907.

Dodson Fearing-Millar Co
WS Fearing Jr. as

RECIEVED, March 19th. 1907, of W. H. Crocker, ADministrator of Frank Larkin, DeceaseD, the sum of Five anD60/100 Dollars($5.60), same being amount of account anD interest alloweD in favor of E. L. FOlk & Co., of suffolk, Virginia, against the estate of Frank Larkin, DeceaseD, as shown by the account of the Debts taken by Master Commissioner, Robt. W. Withers fileD Deceaber 28.1906, in he Chancery cause of Baltimore Bargain House et als v. Frank LarkinssADministrator et als, anD orDereD to be paiD by Decree entereD in the saiD cause on March 15, 1907.

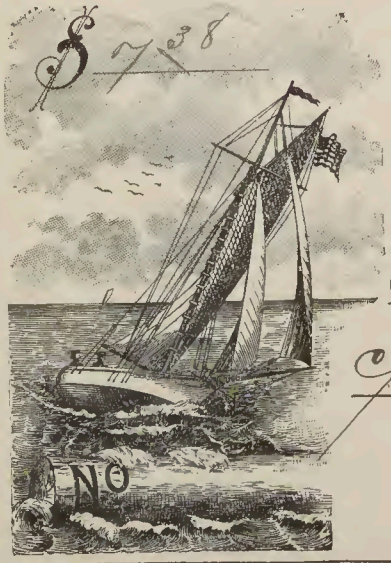
E. L. Folk & Co
Atty

Received March 19th, 1907, of W.H.Crocker, Administrator of Frank Larkin, Deceased, the sum of Twenty Six and 15/100 Dollars ($26.15), same being amount of account allowed in favor of Harper & West, of Suffolk, Virginia, against the estate of Frank Larkin, deceased, as shown by the account of he debts taken by Master Commisioner, Robt. W.Withers, filed December 28th, 1906, in the Chancery cause of Baltimore Bargain House et als v. Frank Larkin's Administrator et als, and ordered to be paid by decree entered in the said cause on March 15th, 1907.

Harper & West

B.

$ 7.38



Mar. 18th 1907

Received from W. H. Crocker, admr.

Seven 38/100 ——— 100 Dollars

C/c Fraud Larkin Feb. 1906 work entered.

Norfolk & Portsmouth Traction Co.

By R. J. Brunner
Supt.

110,2

NORFLEET & BRO.
Hardware, Paints, Oils, Stoves, Coach Material,
CROCKERY, HARNESS, ETC.
23 and 25 MAIN STREET.

SUFFOLK, VA., March 19 1907

Received of W. R. Crocker Admr.
Estate of Frank Lankin
One & 48/100 DOLLARS.
On Fuel

$1.48

Norfleet & Bro
L. B. Brown

$13|23

RECEIVED, March 21, 1907, of W. H. Crocker, Administrator of Frank Larkin, deceased, the sum of Thirteen and 23/100 DOLLARS ($13.23), same being amount of account and interest allowed in favor of Smith Brucoe Shoe Co of Lynchburg, Virginia against the Estate of Frank Larkin, deceased, as shown by the account of the debts taken by Master Commissioner, Robt. W. Withers, filed December 28, 1906, in the Chancery cause of Baltimore Bargain House et als v. Frank Larkin's Administrator et als, and ordered to be paid by decree entered in the said cause on March 15, 1907.

James R. Duffin.

Attys for Smith-Brucoe Shoe Co.

$391.43

RECEIVED, March 19, 1907, of W. H. Crocker, Administrator of Frank Larkin, deceased, the sum of THREE HUNDRED, NINETY-ONE AND 43/100 DOLLARS ($391.43, same being in part payment of account and interest allowed in favor of Baltimore Bargain House, Baltimore, Md.? (total of said claim being $582.48) against the Estate of Frank Larkin, deceased, as shown by the account of the debts taken by Master Commissioner, Robt. W. Withers, filed December 28, 1906, in the Chancery cause of Baltimore Bargain House et als v. Frank Larkin's Administrator et als, and ordered to be paid by decree entered in the said cause on March 15, 1907.

Remainder of amount due Baltimore Bargain House paid by J. McLemore Special Com to Atty.

McLemore Corbett Attys.

W. Lemore Corbett
Attys. for Baltimore Bargain House.

RECEIVED, March 19th, 1907, of W. H. Crocker, Administrator of Frank Larkin, deceased, the sum of FIFTY-SIX AND 32/100 DOLLARS ($56.32), same being amount of account and interest allowed in favor of Woodward & Elam, Suffolk, Virginia, against the estate of Frank Larkin, deceased, as shown by the account of the debts taken by Master Commissioner, Robt. W. Withers, filed December 28th, 1906, in the Chancery cause of Baltimore Bargain House et als vs. Frank Larkin's Administrator et als., and ordered to be paid by decree entered in the said cause on March 15th, 1907.

Woodward & Elam

RECEIVED, March 16, 1907, of W. H. Crocker, Administrator of Frank Larkin, deceased, the sum of EIGHTY THREE AND 03/100 DOLLARS ($83.03), same being amount of account and interest allowed in favor of J. Jacobs & Company, Philadelphia, Pa., against the estate of Frank Larkin, deceased, as shown by the account of th e debts taken by Master Commissioner, Robt. W. Withers, filed December 28, 1906, in the Chancery cause of Baltimore Bargain House et als v. Frank Larkin's Administrator et aks, and ordered to be paid by decree entered in the said cause on March 15, 1907.

W. Lenore Corbit

Attys. for J. Jacobs & Co.

RECEIVED, March 16, 1907, of W. H. Crocker, Administrator of Frank Larkin, deceased, the sum of THREE HUNDRED AND SIXTY-NINE AND 77/100 DOLLARS ($369.77), same being amount of account and interest allowed in favor of P. Levin & Company, of Baltimore, Maryland, against the estate of Frank Larkin, deceased, as shown by the account of the debts taken by Master Commissioner, Robt. W. Withers, filed December 28, 1906, in the Chancery cause of Baltimore Bargain House et als v. Frank Larkin's Administrator et als, and ordered to be paid by decree entered in the said cause on March 15, 1907.

W Lenore Corbitt
Attys. for P. Levin & Co.

Remainder of amount due

Received of W.A. Crocker, Administrator of the Estate of Frank Larkin deceased, the sum of one hundred and forty five and 88/100 Dollars in settlement of the claim in favor of Mercantile Tailoring Company against said said Estate for $143.68, with interest making $145.88.

Mch 22, 1907

Lee Britt
atty for
Mercantile Tailoring Co

$7.42.

RECEIVED, March 19, 1907, of W. H. Crocker, Administrator of Frank Larkin, deceased, the sum of Seven and 42/100 Dollars ($7.42), same being amount of account and interest allowed in favor of J. S. Shields & Company, Philadelphia, Pa., against the estate of Frank Larkin, deceased, as shown by the account of the debts taken by Master Commissioner, Robt. W. Withers, filed December 28, 1906, in the Chancery cause of Baltimore Bargain House et als v. Frank Larkin's Administrator et als, and ordered to be paid by decree entered in the said cause on March 15, 1907.

E. E. Hazard

Atty. for J. S. Shields & Co.

$ 43 07

RECEIVED, March 22, 1907, of W. H. Crocker, Administrator of Frank Larkin, deceased, the sum of Forty Three and 07/100 DOLLARS ($ 43.07), same being amount of account and interest allowed in favor of Colonial Perfume & Toilet Co of Detroit, Michigan against the Estate of Frank Larkin, deceased, as shown by the account of the debts taken by Master Commissioner, Robt. W. Withers, filed December 28, 1906, in the Chancery cause of Baltimore Bargain House et als v. Frank Larkin's Administrator et als, and ordered to be paid by decree entered in the said cause on March 15, 1907.

Attorneys Collection Agency

attys for Colonial Perfume & Toilet Co.

$45.00

Suffolk, Va., Jan. 9 1906.

W.T.G. Mar 1906

days after date I promise to pay to

or order, negotiable and payable

without offset, at the BANK OF SUFFOLK, Suffolk, Virginia

Forty-5 Dollars,

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

Credit the Maker.

Paid Mar 1906 W.T.G.

Frank Parker

F4-8-29-05-30m.

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE

OF THE CIRCUIT COURT OF NANSEMOND COUNTY:

- -

Baltimore Bargain House ----------Plaintiff,

v.

Frank Larkin's Administrator----------Defendant.

- -

The undersigned Special Commissioner, appointed by previous decree of this Court, and The Administrator of Frank Larkin, deceased, beg to report that they have paid off the entire indebtedness of the estate of Frank Larkin, deceased, as shown by Commissioner Robert W. Withers' account, the Administrator paying as far as his funds would go, and the Commissioner the remainder, all of which is sustained by vouchers covering the disbursements filed herewith as a part of this report, which is as follows:

S T A T E M E N T.

Total assets from personal property ----------		$2134.50
Total assets from sale of real-estate----------		8399.50
Paid A. S. Eley's Estate - bond and interest----------	$656.50	
Paid Mrs. S. A. Morgan--bond and interest----------	869.33	
Paid J. L. McLemore, Special Commissioner, Pretlow v. Pertlow----------	1331.00	
Paid Mrs. S. A. Morgan - Bond and interest----------	545.33	
Paid McLemore & Corbitt, Attys. for Miss N. Lula Pope----------	381.40	
Paid Mrs. S. A. Morgan - notes with interest----------	79.01	
Paid Woodward & Elam - note with interest----------	105.50	
Paid Farmer's Bank of Nansemond - note	184.43	
	4152.50	

Amount forwarded----------	$4152.50	$10534.00
Paid Farmer's Bank of Nansemond - note with interest and protest fees---	$262.62	
Paid Bank of Suffolk, note with interest-	147.32	
Paid Winston-Whichard Co.-open account----------	116.91	
Paid R. L. Brewer, Jr. - one-half of a bond and interest----------	54.07	
Paid Dodson Fearing Miller Co.- open account and interest----------	65.05	
Paid E. L. Folk & Co. - open account and interest ----------	5.60	
Paid Harper & West - open account and interest----------	26.15	
Paid Norfolk & Portsmouth Traction Co. open account and interest--------	7.38	
Paid Norfleet & Brother - open account and interest----------	1.48	
Paid Smith Briscoe Shoe Co.-open account and interest ----------	13.23	
Paid Baltimore Bargain House - open account and interest----------	582.48	
Paid Woodward & Elam - open account and interest----------	56.32	
Paid McLemore & Corbitt, Attys. for J. Jacobs & Co.-open account and interest-	83.03	
Paid McLemore & Corbitt, Attys. for P. Levin & Co.-open account and interest--	369.77	
Paid Lee Brit, Atty. for Mercantile Tailoring Co.open account and int.---	145.88	
Paid B. E. Holland, Atty. for J. S. Shields & Co.----------	7.42	
Paid Attorneys Collecting Agency for Colonial Perfume & Toilet Co. -notes-	43.07	
Paid Jos. P. Hall - open account-----	.63	
paid W. H. Crocker - note and interest--	47.25	
Taxes due for 1907----------	75.63	
Paid Norfolk Landmark for advertising ----	2.00	
Retained for future cost----------	10.00	
Balance to be distributed----------	4258.21	
	$10534.00	$10534.00

Amount in hands of Special Commissioner to be distributed among the heirs and distributees of Frank Larkin, deceased		$4258.21
To Sarah Larkin, wifow- ----------	$1407.79	
To A. W. Stewart, half brother 1/3 --	950.14	
" Mary Carmichael " sister 1/3----	950.14	
" Nancy Cobb " " 1/3----	950.14	
	$4258.21	$4258.21

So far as the Commissioner and Administrator are advised, there are no other debts or liabilities against Frank Larkin, deceased. From the Report of Master Commissioner, Robt. W. Withers, filed in this cause, it will be seen that Frank Larkin was secondarily liable for claims amounting to $290.45, but upon inquiry, it has been ascertained that these obligations have been discharged by the makers thereof.

Your Commissioner and Administrator further report that the only parties interested in the surplus of the Estate are the widow, Sarah Larkin, and one half-brother and two half-sisters, viz: A. W. Stewart, Mary Carmichael and Nancy Cobb.

Your Commissioner, in ascertaining the widow's dower interest in the property, commuted as of its present value, found the following to be the facts: The total net proceeds from the sale of the land were $8,399.50, the total lien debts against the land in which the widow had joined in the relinquishment of her dower, was $3,852.90, the total indebtedness being $6,177.49. When the personal estates were applied ratably to all of the indebtedness it reduced the liens on the land wherein the widow had relinquished her dower to $2,523.65, and this last amount taken from the total net proceeds from the sale of the land leaves $5,865.85 as the total fund out of which the widow should be endowed., and she being forty years of age, her

interest therein calculated according to the annuity tables, would amount to $1,407.79.

So far as your Commissioner and Administrator are concerned there is no reason why the remaining funds should not be distributed in accordance with the above account.

All of which is respectfully submitted this 6th day of May, 1907.

Vouchers annexed

Jas. L. McLemore
Special Commissioner.

Wiley H. Crocker
Administrator of Frank Larkin, deceased.

Baltimore Bargain House
vs. Frink's Report
Spicer Admr. &
Admr.
Frank Larkin Admr vs.

1907 May 15th. filed.

$3.00

Suffolk Va March 12 1907.

Received from Jas. L. McLemore, Spl Comr

Three and no/100 Dollars

For serving 6 notices of Commissioner to take account of debts of Franks Larkins Estate

A. H. Baker Jr.

$40.00

Suffolk Va March 12 1907

Received from Jas L McLemore Spl Comr

Forty and no/100 Dollars

as Special Commissioner

Premium on bond Baltimore Bargain House for etc v

Frank Larkin's Admr.

American Surety Company

by McLemore Corbitt

attys

SUFFOLK, VA., March 12, 1907.

Jas L McLemore, Special Commissioner
Baltimore Bargain House, Jovite.
V. Frank Larkins, Administrator

TO McLEMORE & CORBITT, DR.

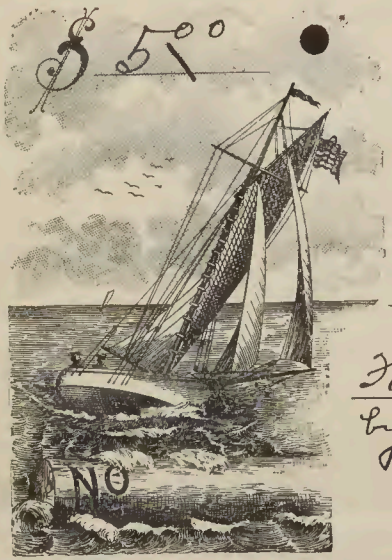
ATTORNEYS AND COUNSELORS AT LAW

To fee writing	Special Commissioner's		
deed to	Sarah Larkins	10	00
Do. to	Wiley H Crocker	10	00
Do to	L L Reid	10	00
Do. to	Mary W. McLemore	10	00
Do to	L L Reid	10	00
Do to	E S Jones	10	00
		$ 60	00

RECEIVED PAYMENT
3/12/07

McLemore & Corbitt

$5.00



Suffolk Va March 12 1907

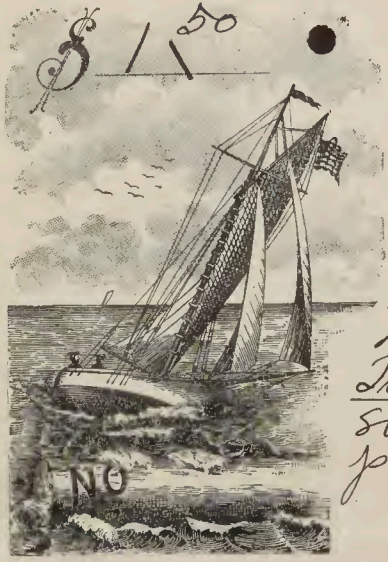
Received from Jas L McLemore Spl Comrs

Five and no/100 Dollars

For Crying property of Estate of Frank Larkin sold by public auction November 4, 1906 to E L Jones

J. Wade Harris

$1.50



Suffolk Va March 12 1907

Received from Jas L McLemore, Spl Comr

One and 50/100 Dollars

Furnishing Notices of sale of property Hawk Larkin Estate
Sold at public auction November 24, 1906 to E L Jones,
posting same etc

J. Val Darden

ESTABLISHED 1873.

Suffolk, Va., Nov 1 1906

Mr McLemore & Corbitt

To SUFFOLK HERALD, Dr.

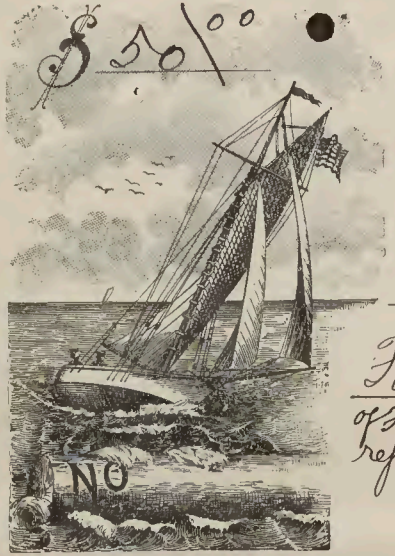
NEWSPAPER AND JOB PRINTING ESTABLISHMENT.

NO. 912 WASHINGTON STREET.

TERMS OF THIS BILL, NET CASH.

June	1	Pub 4 times Jacob Epstein vs W H Crocker		4	00

Paid Dec. 17/06.
Suffolk Herald
1c



Suffolk Va March 12 1907

Received from Jas. L. McLemore, Spl Comr

Fifty and no/100 Dollars

For services in making up report of real estate and debts of Frank Larkins Estate and aff of W.H. Crocker, Admr., as per my report filed Dec. 28, 1906

Robt. N. Withers, Comr. in Chy.

K.

Jas L McLemore Special Commissioner
Baltimore Bargain House for, etc
v. Frank Larkins Administrator

SUFFOLK, VA., March 12, 1907

To McLEMORE & CORBITT, Dr.

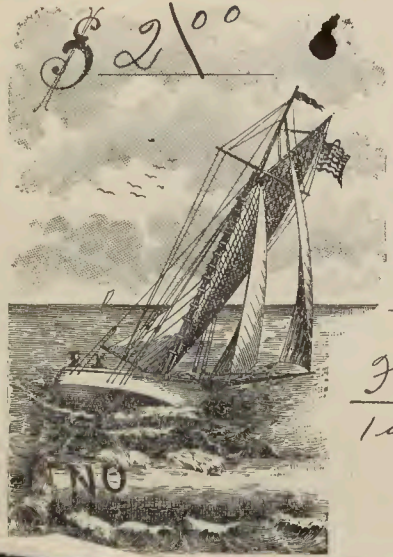
ATTORNEYS AND COUNSELORS AT LAW

To fee for legal services in re suit Baltimore Bargain House, for, etc v Frank Larkins Admr. etc	$ 300 00

RECEIVED PAYMENT
3/12/07

McLemore & Corbitt

$2.00



Suffolk Va March 12 1907.

Received from Jas. L. McLemore, Spl Comr

Two and ——— no/100 Dollars

For advertising for Creditors of Frank Larkins Estate
1 inch 6 times

Norfolk Landmark Publishing Co.

by Geo. P. Shannon

Suffolk Agent.

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE

CIRCUIT COURT OF NANSEMOND COUNTY.

Baltimore Bargain House, for, etc.	
v.	SPECIAL COMMISSIONER'S REPORT.
Frank Larkin's Administrator	

Your Commissioner, appointed by decree entered in the above entitled cause on the 2d day of August, 1906, to execute deeds to certain purchasers of real estate of which Frank Larkin died seized and possessed, as fully set forth in said decree, begs to report that he has executed deeds to the purchasers of the several lots or parcels of land described in the proceedings of the cause, as follows:

The two-story double brick store on the South side of Washington Street, Suffolk, having forty-five feet front, to Sarah Larkin, the purchase price being----------	$4500.00
The single-story brick store on the South side of Washington Street, Suffolk, having about seventeen feet front, to Wiley H. Crocker, the purchase price being----------	1200.00
The dwelling and lot lying in East Suffolk, on the South side of Railroad Avenue, the house being a two-story tenement, and the lot having about forty feet front, to L. L. Reid, the purchase price being----------	500.00
The double, two-story tenement house and lot on the corner of County and Union Streets, in Suffolk, said lot fronting on Union Street fifty feet and four inches, with a depth of sixty-nine feet, to Mary W. McLemore, Assignee of J. B. Philhower, the purchase price being-	600.00
The two single-story buildings and lot on Allen Street and Johnson Avenue (formerly known as Bruce Avenue), in Suffolk, bought by Frank Larkin from J. Walter Hosier by deed of September 29, 1903, to which deed reference is made for better description, to L. L. Reid, the purchase price being----------	300.00
The lot #3 in the bill and proceedings mentioned, agreed to be purchased by A. W. Stewart, had to be re-sold at public auction on account of the failure of said Stewart to make payment therefor, and the same was accord-	

ingly sold in pursuance of decree entered in the cause on the 7th day of November, 1906, and purchased by E. L. Jones, on November 24, 1906, after due and legal advertisement of the time, place and terms thereof, pursuant to directions in said decree, he having bid therefor the sum of TWO THOUSAND DOLLARS, which said sale was reported to the Court on December 14, 1906, by a decree entered on that date, the sale confirmed and your Commissioner directed to execute a deed to him upon receipt of the purchase money. The purchase money has been received and the deed executed to the said E. L. Jones for the property, the said purchase price being---------- $2000.00

Your Commissioner, therefore, has received and paid out sums, as per statement below:

By received from Sarah Larkin		$4500.00
By received from Wiley H. Crocker		1200.00
By received from L. L. Reid		500.00
By received from Mary W. McLemore		600.00
By received from L. L. Reid		300.00
By received from E. L. Jones		2000.00
To paid Sheriff's fees, 6 notices served	3.00	
To paid premium on Special Commissioner's bond----------	$ 40.00	
To commissions on sale of property other than the lot to E. L. Jones, being commissions on $7100.00----------	151.00	
To commissions on E. L. Jones lot	49.00	
To paid for writing Special Commissioner's deeds, 6 at $10.00 each----------	60.00	
To paid cryer for selling property to E. L. Jones	5.00	
To paid for notices of sale and posting	1.50	
To paid Suffolk Herald for publication of notice four times	4.00	
To paid R. W. Withers, Commissioner	50.00	
To Court costs (estimated)	30.00	
To retained for future Court costs	5.00	
To paid Attorney's fee	300.00	
To paid Norfolk Landmark for advertising	2.00	
TO BALANCE IN HANDS OF COMMISSIONER	8399.50	
	$9100.00	$9100.00

Amount in hands of W. H. Crocker, Administrator, to be applied to debts of the decedent, $2134.54

Amount in hands of James L. McLemore, Special Commissioner, to be applied to debts of decedent 8399.50

Total indebtedness as reported by Robert W. Withers, Commissioner as of February 1st, 1907,--- $6177.49

To balance in hands of Special Commissioner after paying debts	4356.55	
	$10534.04	10534.04

Your Commissioner also begs to report that the Master Commissioner has reported two debts as secondary liabilities upon the Estate of Frank Larkin, deceased, viz: One of $175.00 with interest and costs, made by Sarah Larkin, and one of $100.00, with interest and costs, made by A. W. Stewart, both of which notes were endorsed by Frank Larkin, deceased. Upon inquiry, your Commissioner finds that these notes have been paid by those primarily liable, and, therefore, are no charge upon the funds of the estate.

Your Commissioner also reports specially that Frank Larkin, the decedent, left surviving him a widow, Sarah Larkin, one half-brother, A. W. Stewart, and two half-sisters, Mary Carmichael and Nancy Cobb, to whom the balance in the hands of the Commissioner should be paid in accordance with the Statute in such cases made and provided.

All of which is respectfully submitted.

March 9th 1907.

Jas. L. McLemore
Special Commissioner.

Baltimore Bargain House

v. } Spl. Combs. Report

Frank Larkin's Admr

1907

March 12 Filed

R.R.A.

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

Your commissioner appointed by decree entered in said cause on the 7th day of November, 1906, to sell certain real-estate belonging to Frank Larkin, deceased, and more particularly described in his report of sale filed December 14th, 1906, begs to report that in pursuance of further decree entered therein on December 14th, 1906, he has collected from E. L. Jones, the purchaser, of the said real-estate, the $2,000.00 purchase money; and that after deducting the costs and expenses therefrom the remainder of said funds is in his hands, as per the following statement:

Amount purchase price received of E. L. Jones ---		$2000.00
To commission on same ----------	$49.00	
To paid for posters and posting advertisements of sale ----------	1.25	
To paid crier at sale----------	5.00	
To paid for writing Special Commissioner's deed----------	10.00	
Balance in hand----------	1934.75	
	$2000.00	$2000.00

Subject to the order of the Court, all of which is respectfully submitted.

_____,
Special Commissioner.

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

Your commissioner appointed by decree entered in said cause on the 7th day of November, 1906, tosell certain real-estate belonging to Frank Larkin, deceased, and more particularly described in his report of sale filed December 14th, 1906, begs to report that in pursuance of further decree entered therein on December 14th, 1906, he has collected from E. L. Jones, the purchaser, of the said real-estate, the $2,000.00 purchase money; and that after deducting the costs and expenses therefrom the remainder of said funds is in his hands, as per the following statement:

Amount purchase price received of E. L. Jones ---		$2000.00
To commission on same ----------	$49.00	
To paid for posters and posting advertisements of sale----------	1.25	
To paid cryer at sale----------	5.00	
To paid for writing Special Commissioner's deed----------	10.00	
Balance in hand----------	1934.75	
	$2000.00	$2000.00

Subject to the order of the Court, all of which is respectfully submitted.

_____,

Special Commissioner.

Commissioner's Office, Suffolk, Va., Dec. 12, 1906.

The parties in the suit of Jacob Epstein, trading and doing business as Baltimore Bargain House, who sues for himself and such others, creditors of Frank Larkin, deceased, who shall come in, take part in and share the costs of this suit vs. W. H. Crocker, Administrator of the estate of Frank Larkin, deceased, Sarah Larkin (widow), A. E. Stewart, Nancy Cobb and Mary Carmichael, will take notice, that on the 20th day of December, 1906, at my office, in the town of Suffolk, I will proceed to execute the decree rendered in said cause by the Circuit Court of Nansemond County on the 1st day of August, 1906, when and where they are required to attend with such books, papers, vouchers and evidence, as will enable me to comply with the said order of court.

Robt. W. Withers

Master Commissioner of the Circuit Court of Nansemond Co.

Suffolk Advertisements.

TO THE CREDITORS OF FRANK Larkin, deceased:—Take notice that all persons holding claims against the late Frank Larkin, who was a merchant in Suffolk, Va., are required to present their itemized claims, duly authenticated, by oath, to me, before Thursday, December 20th, 1906, so that they may be reported to court as claims against the estate. ROBT. W. WITHERS, Commissioner in Chancery of the Circuit Court of Nansemond County. de12-1w

I have executed the within notice by delivering a true copy thereof to W H Crocker admr, Sarah Lorkins, A.C. Stewart & Mary Carmichael in person & ~~by delivering a like copy~~ to in my county this 13 Th day of December 1906

A H Baker Sh'ff
By R E Norgle Dep'y

Executed the within notice by delivering a true copy to Neas McLemore & Cobbs attorneys for Jacob Epstein and Nancy Cobb, they being non residents and having made appearances in this case, in my county this 13th day of Dec. 1906.

A H Baker
Sheriff

Jacob Epstein et al
vs
W H Crocker Admr et
Sarah Lorkins Dec'd

Commissioner's Notice

Commissioner's Office, December 28th, 1906.

The undersigned in pursuance of a decree entered in the cause of Jacob Epstein, trading as Baltimore Bargain House, who sues etc. vs. W. H. Crocker, Administrator for Frank Larkin, deceased, Sarah Larkin, A. W. Stewart, Nancy Cobb and Mary Carmichael, entered by the Circuit Court of Nansemond County, on the 1st day of August, 1906, whereof the following is an extract.

"On consideration whereof, the Court doth adjudge, order and decree that one of the Commissioners of the Court take an account of the debts outstanding against the estate of Frank Larkin, deceased, with their dignities and priorities.

That he take an account of W. H. Crocker's administration on the estate of said decedent.

That he take an account of all the real estate of which decedent died seized, all of which he will report to court, together with any other matter deemed pertinent by him, or required to be stated by any other party in interest."

And having given due notice to all parties concerned, as will appear by the return of said notice hereto attached, and having given notice by publication to all creditors of the estate of Frank Larkin by advertisement in the Norfolk Landmark, a newspaper published in this State, for seven days, a copy of which notice is herewith filed, proceeded on the 20th day of December, 1906, to execute the said decree; and the proceedings having been thenceforward regularly adjourned from time to time, the undersigned Master Commissioner reports as follows.

AN ACCOUNT OF ALL THE REAL ESTATE ON WHICH FRANK LARKIN DIED, SEIZED AND POSSESSED .

Frank Larkin died, seized and possessed of six pieces of real-estate lying in or near the eastern boundry of the Town of Suffolk, in the County of Nansemond, and more particularly described as follows.

First,- A lot of land fronting forty-five and one-third (45 1/3) feet on the South side of East Washington Street, situated in the Town of Suffolk and running back between nearly parallel lines about one hundred and eighty (180) feet, being bounded by the lands of W. W. Cocke, W. H. Crocker, other lands of Frank Larkin and said East Washington Street. On this lot there is a certain two story, brick double store-house, which has been recently built and is of considerable value; it being the place of business of the said Frank Larkin before his death.

Second,- A certain other lot of land fronting about seventeen (17) feet on the South side of East Washington Street and running back between nearly parallel lines about one hundred and eighteen (118) feet. Bounded by the lot of land described above in paragraph one and an alley way and lot of W. T. Fuller and East Washington Street, it being the eastern half of a double building lot on which is situate a single story double brick store owned in part by W. T. Fuller and Frank Larkin. It being the property known as the "John Brown Store".

Third,- A lot of land on the North side of East Washington Street fronting thirty-five (35) feet thereon and running back between parallel lines one hundred and forty-three (143) feet to the lands of the Norfolk & Western Railway Company. Being bouded on the North by the Norfolk & Western Railway Company's right of way; on the West by the lands of the Norfolk & Western

Railway; on the East by the lands of Len Cross; on the South by East Washington Street. On this lot is a two story frame store and dwelling house now occupied by O. C. Brinkley as a tenant.

Fourth,- A certain lot of land in East Suffolk lying on the South side of Railroad Avenue measuring forty (40) by eighty (80) feet, upon which there is a two story tenement house occupied by John Smith.

Fifth,- A certain lot of land on the corner of County and Union Streets, in Suffolk, measuring fifty (50) by sixty-nine (69) feet on which there is a double two story tenement house now occupied by Easter Wilson and Will Jones as tenants.

Sixth,- A lot of land on the corner of Bruce Avenue and Allen Street in East Suffolk, having thereon two single story buildings, which property was bought from Woodward and Flam.

In reporting to Court the liens this land will be referred to by the numbers here attached to the above descriptions.

AN ACCOUNT OF THE OUTSTANDING DEBTS AGAINST THE ESTATE OF FRANK LARKIN, DECEASED, WITH THEIR DIGNITIES AND PRIORITIES.

Debts having priority being specific liens upon real estate.

A. S. ELEY'S ESTATE,

A bond dated March 13, 1905.....$600.00
Interest from March 13, 1905, to Feb. 1, 1907, 68.50
$668.50 Paid R&R Rawles atty. for mrs. A.S. Eley's
Subject to a credit as of Sept. 11,1905,.... 12.00
Balance due on bond as of Feb. 1, 1907..... $656.50

This debt is secured by a deed of trust on lot of land above described as lot # 3.

MRS. S. A. MORGAN ASSIGNEE OF J. L. MCLEMORE

Bond dated Oct. 5, 1904..... ....$800.00
Interest from Oct. 5, 1905, to Feb. 1, 1907.. 63.30
Amount due on bond as of Feb. 1, 1907.... $863.30 paid 3/15/07 $869.33
Interest to March 15, 1907 6.03
$869.33 L.A. Morgan.

This debt is a first lien by deed of trust together with the next succeeding debt on lots Nos. 1 & 2.

J. L. MCLEMORE, SPECIAL COMMISSIONER IN SUIT OF PRETLOW VS. PRETLOW.

Bond dated Oct. 5, 1904.....$1200.00
Interest from Apr. 5, 1905, to Feb.1, 1907.. 131.00
Amount due on bond as of Feb.,1907..... $1331.00 Paid. 3/15/07 J. L. McLemore Special Comr.

This debt together with the next preceding debt is a first lien by deed of trust on lots Nos. 1 & 2.

MRS. S. A. MORGAN,

Bond dated March 11, 1905..... $500.00

Interest from Sept. 11, 1905, to Feb. 1, 1907.. 42.22

Amount due on bond as of Feb. 1, 1907..... $542.22

Interest to March 15, 1907, 3.11

$545.33

paid 3/15/07 $545.33 S. A. Morgan

This debt is a second lien by deed of trust on lots Nos. 1 & 2.

MISS. N. LULA POPE,

Bond dated Aug. 3, 1905..... $350.00

Interest from Aug. 3, 1905, to Feb. 1, 1907,.. 31.40

Amount due on bond as of Feb. 1, 1907..... $381.40 pd

McLemore Hobbs Attys for

This debt is secured by deed of trust on lot No. 5.

MRS. S. A. MORGAN,

Notes of Gedd & Penny Perkins dated Aug. 1, 1901, $72.00

Interest from Aug. 1, 1905, to Feb. 1, 1907.. . 6.48

Amount due on notes as of Feb. 1, 1907..... $ 78.48

Interest to March 15, 1907 .53

$79.01

paid 3/15/07 $79.01 S. A. Morgan

This debt is secured by deed of trust on lot No. 4.

Total amount of debts under this class as of Feb. 1, 1907. $3852.90

These notes were given as a consideration for a lot of land on the South side of Railroad Street, near Suffolk, measuring forty by eighty-five feet. The notes were secured by a deed of trust on the property. On March 5, 1902, Gedd and Penny Perkins conveyed this ldt to Larkin subject to the lien of the deed of trust. The notes are payable in quarterly installments from August 1, 1901, and are for $12.00 each and payable the 1st day of November, February, May and August of each year with interest. Some of the notes are not yet due. Larkin in his lifetime paid all of the notes as they became due. His estate has been credited with the lot of land and has in fact sold said lot. Your Commissioner, therefore, reports this debt as a lien debt against the estate.

UNSECURED DEBTS.

WOODWARD & HLAM, SUFFOLK, VIRGINIA.

A note for $100.00 due Feb. 28, 1906.....$100.00
Interest from Feb. 28, 1906, to Feb. 1, 1907... 5.50
Amount due as of Feb. 1, 1907..... ✓ $105.50

FARMERS BANK OF NANSEMOND, SUFFOLK, VA.

Note dated Jany. 15, 1906, payable in 90 days..
endorsed by J. F. Philhower & Son..... $175.00
Protest fees..... 1.12
Interest from Apr. 16, 1906, to Feb. 1, 1907,.. 8.31
Amount due as of Feb. 1, 1907..... ✓ $184.43

FARMERS BANK OF NANSEMOND, SUFFOLK, VA.

Note dated Feb. 5, 1906, payable at 90 days endorsed by W. T. Howard, C. W. Jordan and David White.....$250.00

Protest fees..... 1.38

Interest from May 7, 1906, to Feb. 1, 1907..... 11.24

Amount due as of Feb. 1, 1907..... $262.62

BANK OF SUFFOLK, SUFFOLK, VA.

Note dated Feb. 9, 1906, payable at 90 days endorsed by D. W. Lee and W. H. Crocker..... $140.00

Protest fees..... ..... 1.24

Interest from May 10, 1906, to Feb. 1, 1907... 6.08

Amount due as of Feb. 1, 1907..... $147.32

R. L. BREWER, JR.

One-half of a bond, dated Oct. 16, 1905, payable on demand, made jointly with A. W. Stewart, for $125.00 subject to a credit of $25.00 as of Jan. 6, 1906; $101.65.. .....$50.82

Interest from Jan. 6, 1906, to Feb. 1, 1907... 3.25

Amount due as of Feb. 1, 1907..... $ 54.07

WINSTON- WHICHARD COMPANY, NORFOLK, VA.

Open account debt for merchandise.....$110.31

Interest from Feb. 1, 1906, to Feb. 1, 1907.....6.60

Amount due as of Feb . 1, 1907..... $116.91

DODSON-PRAYTON-MILLER CO., NORFOLK, VA.

Open account for merchandise.....$60.10

Interest from Oct. 11, 1905, to Feb. 1, 1907.. 4.95

Amount due as of Feb. 1, 1907..... ✓ $65.05

E. L. FOLK & COMPANY, SUFFOLK, VA.

Open account for merchandise.....$5.00

Interest from Feb. 1, 1905, to Feb. 1, 1907.. .60

Amount due as of Feb. 1, 1907..... ✓ $ 5.60

HARPER & WEST, SUFFOLK, VIRGINIA.

Open account for insurance..... $26.00

Interest from Feb. 1, 1906, to Feb. 1, 1907.... .15

Amount due as of Feb. 1, 1907..... ✓ $26.15

NORFOLK & PORTSMOUTH TRACTION CO., SUFFOLK, VA.

Open account for electric service.....$7.00

Interest from March 1, 1906, to Feb. 1, 1907... .38

Amount due as of Feb. 1, 1907..... ✓ $ 7.38

NORFLEET & BROTHER, SUFFOLK, VA.

Open account for merchandise..... $1.38

Int. from Nov. 1, 1905, to Feb. 1, 1907..... .10

Amount due as of Feb. 1, 1907..... ✓ $ 1.48

SMITH BRISCOE SHOE COMPANY, LYNCHBURG, VA.

Open account for merchandise.....$12.40

Interest from Dec. 13, 1905, to Feb. 1, 1907... .83

Amount due as of Feb. 1, 1907..... $13.23

Baltimore Bargain House, Baltimore, Md.

Mc. Lemore & Corbitt attorneys,

Open account for merchandise..... $544.43

Interest from Dec. 3, 1905 to Feb. 1, 1907.... 38.05

Amount due as of Feb. 1, 1907..... $582.48

WOODWARD & ELAM, SUFFOLK, VA.

Open account for insurance..... $53.14

Interest from Feb. 1, 1906 to Feb. 1, 1907.... 3.18

Amount due as of Feb. 1, 1907..... $ 56.32

J. JACOBS & COMPANY, PHILADELPHIA, PA.

McLemore & Corbitt attorneys

Open account ..... $$76.88

Interest from Oct. 3, 1905, to Feb. 1, 1907... 6.15

Amount due as of Feb. 1, 1907. ..... $ 83.03

P. TEVIS & COMPANY, BALTIMORE, MD.

(McLemore & Corbitt attorneys)

Open account for misc..... $346.88

Interest from Dec. 25, 1905, to Feb. 1, 1907 .. 22.89

Amount due as of Feb. 1, 1907..... $369.77

MERCHANTILE AILORING COMPANY,

(Lee Britt attorney)

Open account for merchandise..... $137.68

Interest from Feb. 1, 1906, to Feb. 1, 1907... 8.20

Amount due as of Feb. 1, 1907..... $145.88

J. S. SHIELDS & COMPANY,

(E. E. Holland attorney)

Open account for merchandise..... $7.00

Interest from Feb. 1, 1906, to Feb. 1, 1907.... .42

Amount due as of February 1, 1907..... $7.42

COLONIAL PERFUME & TOILET COMPANY, DETROIT, MICH.

)Attorneys collecting agency)

Note or acceptance due May 4, 1906.....$40.00

Protest fees..... 1.27

Interest from May 5, 1906 to Feb. 1, 1907.....1.80

Amount due as of Feb. 1, 1907..... $43.07

JOSEPH P. HALL, SUFFOLK, VA.

Open account.....$.60

Interest from Feb. 1, 1906 to Feb. 1, 1907.... .3

Amount due as of Feb. 1, 1907..... $ .63

W. H. CROCKER, SUFFOLK, VA.

Note dated Apr. 9, 1906.....	$45.00	
Interest for ten months.....	2.25	
Amount due as of Feb. 1, 1907.....		$47.25
Total amount of debts of this class as of Feb. 1, 1907		$2324.59

Debts for which Frank Larkin was secondary liable.

FARMERS BANK OF NANSEMOND, SUFFOLK, VA.

Note dated Jan. 15, 1906 payable at 90 days made by Sarah Larkin and endorsed by Dr. W. T. Fuller, David Roper and Frank Larkin.....	$175.00	
Protest fees.....	1.34	
Interest from Apr. 16, 1906, to Feb. 1, 1907..	8.31	
Amount due as of Feb. 1, 1907.....		$184.65

FARMERS BANK OF NANSEMOND, SUFFOLK, VA.

Note dated Jan. 26, 1906, payable at 90 days made by A. W. Stewart and endorsed by Frank Larkin and J. H. Parham.....	$100.00	
Protest fees.....	1.25	
Interest from April 26, 1906 to Feb. 1, 1907..	4.55	
Amount due as of Feb. 1, 1907.....		$105.80
Total amount of this class as of Feb. 1, 1907.....		$290.45

Recapitulation of Debts:

Secured debts.....	$3853.90
Unsecured debts.....	2324.59
	6178.49
Debts of secondary liability.....	290.45
Total outstanding indebtedness	$6467.94

An account of the transactions of W. H. Crocker, administrator of Frank Larkin, deceased.

Statements of receipts.

1906.		
Mch. 14	Received from Sarah Larkin & A. W. Stewart cash payment on sale of stock of Mdse. ...	$1000.00
Mch. 14	Received three notes from Sarah Larkin and A. W. Stewart payable in six, twelve and eighteen months, balance on stock of merchandise	$1394.66
Mch. 17	Balance in Bank of Suffolk.....	9.25
Mch 17	Gift of cash by Sarah Larkin.....	50.00
Dec. 1	Collected on open accounts.....	13.00
Dec. 22	Interest on notes of Larkin & Stwart for ten months to Jan. 14, 1907.....	70.00
	Total receipts	$2536.91

STATEMENT OF DISBURSEMENTS.

1906.		
Mch. 3	Fee and tax to Clerk for qualification of administrator.....	$5.00
Apr. 5	To Wm. Copeland for shaving deceased....	5.00
Apr. 16	To E. B. Elliot & Company, undertakers bill.....	172.00
Apr. 16	To Guide Publishing Company, advertising for creditors.....	.50
Apr. 17	To Dr. John H. Phillips, doctors bill	2.00
May 3	To Virginian-Pilot Publishing Company, advertising for creditors.....	7.28
Oct. 30	Harper & West, bond for administrator	15.00
Dec. 22	County and State taxes on realty and personalty.....	33.52
Dec. 22	Town of Suffolk taxes on realty and personalty.....	30.22
Dec. 22	Paid five appraisers for services.....	5.00
Dec. 22	To Commissions of administrator on $2536.91 at 5%.....	126.85
	Total amount of disbursements...../	$402.37
	Cash and notes on hand to balance	2134.54
		$2536.91

Respectfully submitted.

Robt. H. Scothes
Comr in Chy.

Cost of reference.

Commissioner.....	$50.00
A. H. Baker, Suf ...	3.00
Geo. T. Debnam.....	2.00
	$55.00

R. W. Williams, Comr

Suffolk Va Dec 4th 06

To Norfolk Landmark Pub. Co.

To advertising for creditors of Frank Parkins estate.

1 inch 6 times $2.00

Approved:

Robt. M. Whites Comr

Suffolk Va, 12/6 1906

M Estate of Frank Lankford

To A & H Baker Staff Dr.

Terms

		To serving 6 notices of Commissioner to take account of debts @ 50				3	00

Approved.
Robt. N. Nichols Comr.

Dec 28 1906

Estate of Frank Larkin

To Robt. M. Withers Dr.

Court in Chy

Terms

		To services for 3½ days in making up report				50	00

JACOB SPEIZER, ETC.

VS.

T. H. CROCKER, ADMR. ETC.

CONTRIBUTOR'S RECORD.

1906 Decr 28th Filed
A.P.G. D.C.

ROBT. W. WITHERS,

ATTORNEY AT LAW,

SUFFOLK, VA.

PRACTICING IN ALL COURTS IN
FIRST JUDICIAL CIRCUIT.

JEWELL & COMPANY, PHILADELPHIA.

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

Baltimore Bargain House,

v.

Frank Larkin's Administrator et als.

The undersigned, one of the Special Commissioners appointed by decree entered herein on the 2nd day of August, 1906, and who qualified by authority of said decree as sole commissioner, begs to report that one of the lots or parcels of land, namely the two story frame building on the North side of Washington Street, which was agreed to be purchased by A. W. Stewart for $2,300.00, has not been by him accepted and paid for, on the contrary he has advised your commissioner that he is unable to purchase the property, and unable to make any payment on the said property, and has simply requested your commissioner to dispose of the property in any other way possible.

Your commissioner begs to report that both he and W. H. Crocker, Administrator of the decedent, Frank Larkin, have been endeavoring to locate a purchaser for said property, but they have so far been unable to do so, and should most respectfully recommend that the said parcel or lot of land be advertised and sold at public auction.

Respectfully submitted,

Nov. 1st. 1906

Jas. L. W. Lemore,
Special Commissioner

Baltimore Bargain House

v. Report.

W. H. Crocker Admr. of

Frank Larkin dec'd

Jas. L. McSmoor, Special

Commissioner.

1906. Nov. 7th filed -

L. B. G. D. C.

Entered in Chancery

Order Book No. 4. Page 103.

SALE OF VALUABLE LAND IN SUFFOLK, VIRGINIA.

By authority of decree of the Circuit Court of Nansemond County entered on November 7th, 1906, in the Chancery Cause of Baltimore Bargain House et als. against, Frank Larkin's Administrator et als., the undersigned will sell at public auction in front of the Post Office on Saturday, the 24th. day of November, 1906, at 12 o'clock M., all of that certain two-story frame store house building situated on the East side of Washington Street between the Norfolk & Western Railroad and the Virginia & Carolina Coast Railroad, said lot having 35 feet front, and running back to the right of way of the Norfolk & Western Railway Company.

This is an exceptionally valuable lot having both frontage on the principal business street of the town and upon a railroad right of way.

TERMS: One-half cash, the remainder payable 12 months after date, the deferred payment to be secured by prior deed of trust on the property, to be drawn, executed and recorded at the cost of the purchaser, with the right on the part of the purchaser to anticipate the deferred payment and take a deed upon the confirmation of sale by the Court.

For further information apply to,

James L. McLemore,

Special Commissioner.

November 7th, 1906.

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

Baltimore Bargain House,

v.

Frank Larkin's Administrator.

Your Commissioner, appointed by decree of November 7th, 1906, to make sale of certain store-house property on the East side of Washington Street between the Norfolk & Western Railroad and the Virginia & Carolina Coast Railroad, said lot having thirty-five (35) feet front and running back to the right of way of the Norfolk & Western Railway Company, begs to report that after having advertised the same in accordance with the said decree he exposed said property to public sale in front of the Post Office, Suffolk, Virginia on Saturday, November 24th, 1906, at 12 o'clock M.; and at said sale E. L. Jones became the purchaser, by bidding therefor the sum of TWO THOUSAND DOLLARS, ($2,000.).

Your Commissioner thinks this sale a fair one and respectfully recommends that it be confirmed.

Respectfully submitted,

James S. McLemore

Special Commissioner.

November 24th, 1906.

Baltimore Bargain House
v Report of Sale
Lurkin Admr ods

1906 Nov. 14 filed -

Baltimore Bargain House	)	
	)	
v.	)	DECREE.
	)	
Frank Larkin's Administrator.	)	

This day this cause came on to be heard upon the papers formerly read and upon the joint report of Special Commissioner, James L. McLemore, and the Administrator of Frank Larkin, deceased, W. H. Crocker, filed May 15th. 1907 reporting disbursements of the funds coming into their hands from the sale of the real estate and personal property respectively, which disbursements are supported by proper vouchers filed with the report, and to which no exceptions have been taken, and was argued by counsel.

On consideration whereof the Court doth adjudge, order and decree that the said Report be and is hereby confirmed, and the Special Commissioner, James L. McLemore, ~~out~~ of the funds in his hands, viz: $4,258.21, is ordered to distribute same as follows:

To Sarah Larkin, widow of Frank Larkin, deceased,	$1407.79
To A. W. Stewart, half-brother of Frank Larkin, deceased, 1/3,	950.14
To Mary Carmichael, half-sister of Frank Larkin, deceased, 1/3,	950.14
To Nancy Cobb, half-sister of Frank Larkin, deceased, 1/3,	950.14
	$4258.21

All of which he will pay to them, or their Attorneys, taking their receipts therefor, and report to Court in order to a final decree.

Baltimore Bargain House
vol.

v. Darell

Frank Larkin's Admr
vol.

Enter
May 16, 1907

Robert R. Purnell

Entered in Chancery
Order Book No. 4.
Page 150

Baltimore Bargain House, for, etc.)
)
v.) DECREE.
)
Frank Larkin's Administrator.)

This day this cause came on again to be heard upon the papers formerly read, and upon the report of Robt. W. Withers, Master Commissioner, filed December 28, 1906, reporting an account of the real estate of the decedent, Frank Larkin, and also an account of the debts of said decedent, and an account of the transactions of Wiley H. Crocker, Administrator of the decedent, and also upon report of James L. McLemore, Special Commissioner, filed March 13 1907 ~~this day~~, showing collection of funds from sale of real estate of Frank Larkin, deceased, and certain disbursements as therein set forth, supported by proper vouchers, to neither of which reports have any exceptions been taken, and was argued by counsel.

On consideration whereof, the Court doth confirm both the report of Robt. W. Withers, Master Commissioner, and the report of James L. McLemore, Special Commissioner, and it appearing from the said reports that there is in the hands of Wiley H. Crocker, Administrator of Frank Larkin, deceased, the sum of $2134.54, and that the total indebtedness, as reported by the said Master Commissioner, aggregates $6177.49 as of February 1, 1907, and it further appearing from the report of James L. McLemore, Special Commissioner, that there are ample funds in the hands of said Administrator and Special Commissioner to pay off all of the indebtedness of the decedent, the Court doth adjudge, order and decree that the said Wiley H. Crocker, Administrator, pay out the $2134.54 towards extinguishment of the debts proved before the Master Commissioner and reported in his report, taking proper receipts therefor, and that James L. McLemore, Special Commissioner, out of the funds in his

hands from sale of the real estate, pay the remainder of the debts due by said decedent, and reported in the aforesaid account of debts by the Master Commissioner, taking receipts therefor, and reporting to Court in order for a final decree.

Baltimore Bargain House
v. Decree
Frank Larkin et al

1907 March 15,
Enter.
Robert C. Davis

Entered in Chancery
Order Book No. 4.
Page 131

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF
NANSEMOND COUNTY, December 14, 1906.

Baltimore Bargain House,

v.

Frank Larkin's Administrator.

This day this cause, which has by previous decree been regularly submitted to the judge of this Court for such decision and decrees therein in vacation as might be made in term, came on again to be heard upon the papers formerly read and upon the report of Special Commissioner James L. McLemore filed this day, reporting sale of that certain store-house property recently owned by Frank Larkin, deceased, situated on the East side of Washington Street, and more particularly described in the bill and proceedings of the cause, to E. L. Jones for the sum of TWO THOUSAND DOLLARS, ($2,000), and upon reasonable notice to the purchaser, E. L. Jones, of complainant's intention to apply for this decree in vacation, and as argued by counsel.

ON CONSIDERATION WHEREOF the Court doth adjudge, order and decree that said report of Commissioner James L. McLemore be confirmed, and the sale therein ~~made~~ reported made firm and binding, and the said Special Commissioner is directed upon the receipt of the purchase money to execute to the purchaser a deed, with special warranty, for the lot or parcel of land purchased, and more particularly described in the bill and proceedings of the cause, and said Special Commissioner will report to Court.

Robert R. Prentis

To the Clerk of the Circuit
Court of Nansemond County.

Baltimore Bargain House

v Decree

Larkin's Adm. &c.

Filed Dec. 14, 1906

Entered in Chancery
Order Book No 4
Page 108.

I consent to the decree

E. E. Jones.

by Wm. Lamb Corbett his atty.

In Vacation. Circuit Court of Nansemond County, November 7, 1906.

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

Baltimore Bargain House,

v.

W. H. Crocker, Administrator of Frank Larkin, deceased, et als.

This day this cause came on again to be heard upon the papers formerly read, and upon the report of James L. McLemore, Special Commissioner, filed this day ~~quoting~~ reciting ~~the~~ failure on the part of A. W. Stewart to accept and pay for that certain lot on the North side of Washington Street in the town of Suffolk, upon which there is a two story frame store building, to which report no exception has been taken and was argued by counsel; on consideration whereof, the Court doth adjudge, order and decree that the said report be and the same is confirmed, and the said James L. McLemore, Special Commissioner, is directed, after advertising the time, place and terms thereof for fifteen days, to expose said property to public auction in front of the Post Office in Suffolk, Virginia, upon terms of one-half cash, the remainder payable twelve months after date, and the deferred payment to be secured by prior deed of trust upon the property, to be drawn, executed and recorded at the cost of the purchaser, with the right on the part of the purchaser to anticipate the deferred payment, and to take a deed upon confirmation of the sale by the Court.

All of which is hereby certified to the Clerk of this Court to be entered in the chancery order book.

Robert R. Prentis

Baltimore Bargain House
v. Decree
W. H. Crocker Admr

Enter
Nov. 7 1906
Robert R. Perkins

Entered in Chancery
Order Book No. 46
Page 104

VIRGINIA, IN VACATION, IN THE CIRCUIT COURT OF NANSEMOND COUNTY, THIS ~~FIRST~~ 2nd DAY OF AUGUST, 1906.

Jacob Epstein, trading and doing business as Baltimore Bargain House, who sues for himself and such others, creditors of Frank Larkin, deceased, who shall come in, take part in and share the costs of this suit,

v.

W. H. Crocker, Administrator of the estate of Frank Larkin, deceased, Sarah Larkin (widow), A. W. Stewart, Nancy Cobb and Mary Carmichael.

which is by consent of parties submitted to the judge of this court for such decisions and decrees herein, in vacation, as might be made in term,

This day this cause came on to be heard, in vacation, by consent of all parties, upon the Bill and Exhibits filed, the answer of W. H. Crocker, Administrator of Frank Larkin, deceased, with general replication thereto, the Bill taken for confessed as to all the other defendants, and was argued by counsel.

On consideration whereof, the Court doth adjusge, order and decree that one of the Commissioners of the Court take an account of the debts outstanding against the estate of Frank Larkin, deceased, with their dignities and priorities.

That he take an account of W. H. Crocker's administration on the estate of said decedent.

That he take an account of all the real estate by which decedent died seized, all of which he will report to Court, together with any other matter deemed pertinent by him, or required to be stated by any other party in interest.

And it appearing to the Court from the agreement filed

with the answer of W. H. Crocker, Administrator, that he has found a purchaser for each parcel of land set forth in Complainant's Bill and belonging to decedent, at a price equal to, or greater, than the values assessed as shown by an appraisement made by R. L. Brewer, Jr., and S. S. Gwaltney;

And it further appearing from an agreement signed by all of the heirs of Frank Larkin, deceased, and filed with the said answer of W. H. Crocker, that the prices obtained and the purchasers are satisfactory to the parties in interest, the Court doth by consent of parties, approve and confirm the said sales as follows:

The two-story double brick store on South side of Washington Street to Sarah Larkin for	$4,500.00
The single-story brick store on the South side of Washington Street to W. H. Crocker for	1,200.00
The two-story frame building on the North side of Washington Street to A. W. Stewart for	2,300.00
The dwelling and lot on the South side of Railroad Avenue to L. L. Reid for	500.00
The two-story double tenement, corner Union and County Streets to Philhower for	600.00
A certain dwelling and lot on an alley leading East from Culloden Street and bought from Woodward & Elam to L. L. Reid for	300.00

And doth adjudge, order and decree that James L. McLemore and W. H. Crocker, either or both of whom may act, be and are hereby appointed Special Commissioners, and are directed to receive of and from the purchasers the amounts agreed by them to be paid for the lots or parcels of land as hereinabove set forth, and upon receipt of said purchase money to execute to them deeds with special warranty for the property purchased.

But before said Special Commissioners, or either of them

shall proceed to act hereunder, they shall enter into two separate bonds of $6,000.00 each, or, if only one should act, then in one bond of $12,000.00, with security to be approved by the Clerk of this Court, conditioned for the faithful performance of this or any future decree that may be entered herein.

All of which is hereby certified to the Clerk of this Court to be entered in the chancery order book.

Walter C. Reutis

Baltimore Bargain House
v. 1st Agnes
Frank Larkin adm
and als.

1906. August 2nd.

Enter -

Rule 18 Rules.

Entered in Chancery
Order Book No 4 Page 86.

We consent that the
within decree be entered -
Baltimore Bargain House
by McLemore & Labbitt attys.
H. N. Crocker
Sarah Larkin adm.
A. W. Stewart.
Mary Carmichael
By H. N. Crocker - Attorney apt.
Nancy Cobb by W. McLemore
her atty in fact.

Suffolk, Va., Feb. 4, 1907.

Baltimore Bargain House,

Baltimore, Md.

Gentlemen:

Re lying to your letter, we expect to be able to collect your money, and send same to you within thirty days. We have the papers already, and the funds available as soon as we can get an order of court directing its payment. Under the statute of Virginia you cannot get an order directing distribution of funds until twelve months after the qualification on the estate of the decedent. Frank Larkin's administrater qualified on March 3rd, 1906, so that it will be the 4th of March before we can egt the order, but we have the papers all ready, and the order can be entered immediately after the time has elapsed.

Very truly,

JLM/J

All Available Text Successfully Captured

TO W. H. CROCKER, ADMINISTRATOR OF FRANK LARKIN'S ESTATE:

We, the undersigned, beg to report that in pursuance of your request, we went upon the land or lots owned by the late Frank Larkin, with the view and purpose of ascertaining a fair cash value for same. After giving the matter careful consideration we are of the opinion and have fixed the values as follows:

The double two-story brick store on South side of Washington Street we value at----------$4000.00

The single-story brick store on the same side of said street, and a little nearer the Norfolk & Western Rail Road, which is about 18 feet front, we value at-------$1200.00

The two-story frame store building on the North side of said street, having about 30 feet front, we value at$2000.00

The dwelling lot on South side of Railroad Avenue, occupied by John Smith as tenant, with 40 feet front, we value at----------$ 500.00

The double, two-story tenement, corner Union and County Streets, occupied by Easter Wilson and Will Jones, tenants, we value at ----------$ 600.00

A certain tenement situated on an alley leading East from Culloden Street, bought from Woodward & Elam, (deed made by J.W. Hosier Sep. 29. 1903) occupied by Annie Holt, we value at----------$ 300.00

Given under our hands and seals this 29th day of June, 1906.

R. K. Brewer Jr. (SEAL)

S.S. Gwaltney (SEAL)

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

We the undersigned heirs of Frank Larkin, deceased, hereby signify our willingness to have the following pieces of real estate in Suffolk, Va belonging to said Larkin's Estate sold without advertising and sale confirmed by the court to the parties hereinafter named at the prices opposite, believing the sales at the said prices to be good ones:

The two-story double brick store on South side of Washington Street to Sarah Larkin for 4500.00

The single-story brick store on the South side of Washington Street to W. H. Groves for 1200.00

The two-story frame building on the North side of Washington Street to A. W. Stewart for 2300.00

The dwelling and lot on the South side of Railroad Avenue to L. L. Reid for 500.00

The two-story double tenement, corner Union and County streets to Pulliam for 600.00

A certain dwelling and lot on an alley leading East from Culloden Street and bought from Woodward & Elam (Deed from J. W. Hosier) Sep 29. 1903. to L. L. Reid for 300.00

Given under our hands this 5th day of July 1906.

Attest as to
Mary Carmichael
Julian F. Forby
N. P. N. Co. Va.

Witness A W Stewart

Sarah Larkin
her
Mary X Carmichael
mark

her
Nancy X Cobb
mark

A. W. Stewart

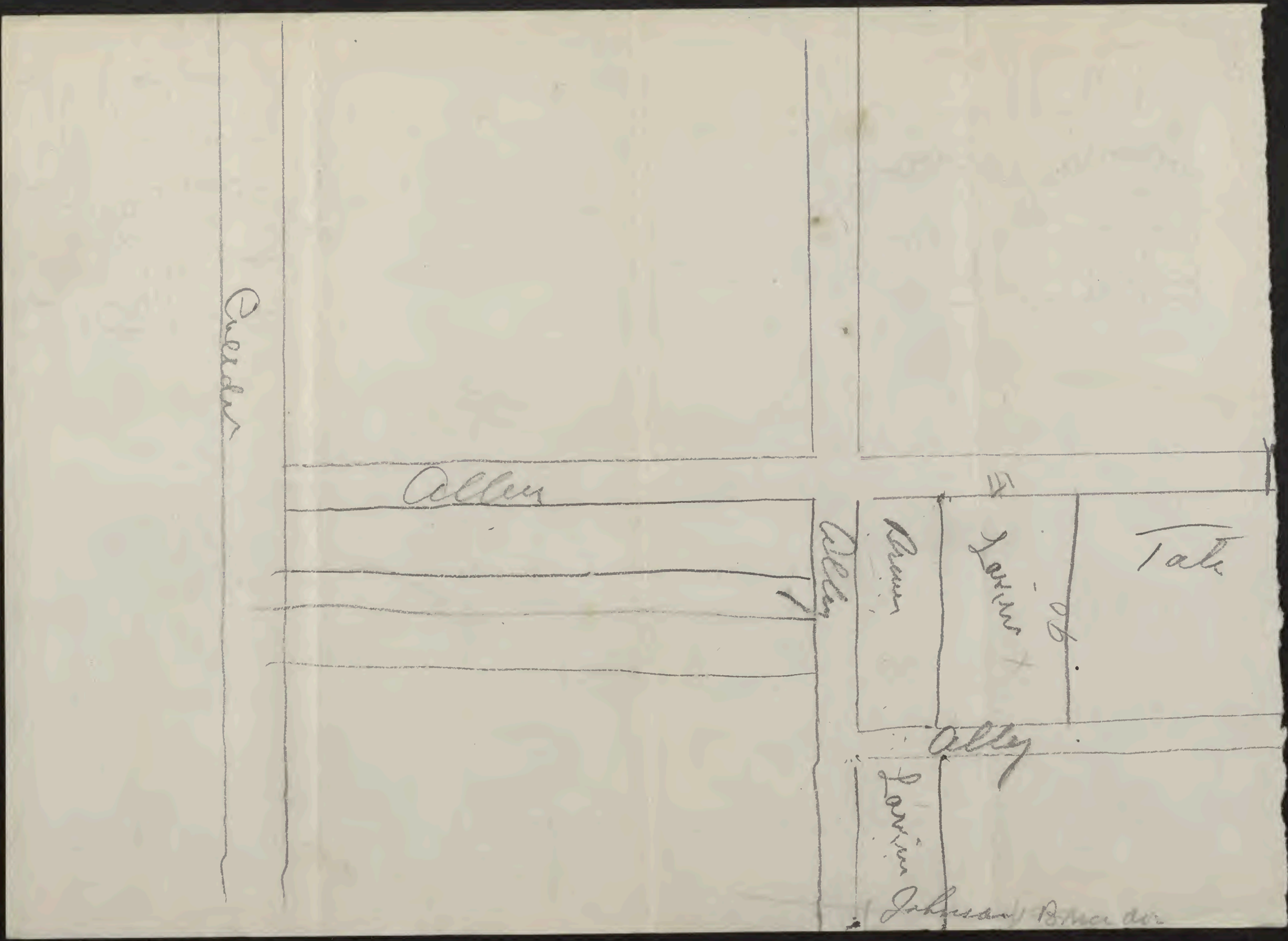
State of Virginia
County of Nansemond } To wit:

State of South Carolina } To wit:
County of Orangeburg personally appeared before
me Mary Cobbs and signed petition
giving her consent to sale of properties belonging
to the estate of the Frank Larkin
H. B. Thomas notary Public
(L S) July 7th AD 1906

State of Georgia } To wit:
County of

Estate of Frank
Larkin. died.

Agreement of
Heirs at Law


Creeden
Allen
Allen
Brown
Lavinia
Tate
Alley
Lavinia
Johnson
Brandon

Baltimore Bargain House et als,

v. DECREE.

Frank Larkin's Administrator et als.

This day this cause came on again to be heard upon the papers formerly read, and upon the report of James L. McLemore, Special Commissioner, filed July 25, 1907, reporting disbursement of funds in his hands in accordance with previous decree entered herein, which report is supported by ~~proper~~ satisfactory vouchers, to which no exceptions have been taken, and was argued by counsel.

On consideration whereof, the Court doth, adjudge, order and decree that said report be and the same is hereby confirmed.

And it appearing from the previous decree entered herein that W. H. Crocker, Administrator of the said Frank Larkin's Estate, and James L. McLemore, Special Commissioner, as aforesaid, have both disposed of the funds ~~xxxxxxx~~ coming into their hands as Administrator and Special Commissioner respectively, their actions in the premises are hereby approved and confirmed, and they are relieved of any further liability upon their separate bonds as Administrator and Special Commissioner given in settlement of the Estate and sale of the lands by virtue of these proceedings.

And nothing further remaining to be done in the cause, it is ordered that same be removed from the docket.

Baltimore Bargain House
v. Final Decree

Frank Larkin's Adm'x

1907 July 26th
Enter.

Enter this decree.
J. J. W.
July 26. 1907.

Entered in Chancery Order Book No. 4.
Page 168.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Baltimore Bargain House, , who sues for, etc.

vs.

W. H. Crocker, Administrator of Frank Larkins, deceased, et als.

This respondent for answer to so much of complainant's bill that he is advised that it necessary for him to answer, answering says:

That in so far as the debt claimed to be due by his decedent to complainant, he is unadvised and asks for proof.

Second: That the allegation in complainant's bill, setting forth the amount derived from the personal estate as Twenty-five Hundred Dollars ($2500), and a total indebtedness at Six Thousand Dollars ($6000), is subatantially true. However, this respondent believes that the indebtedness will go beyond this amount.

Third: It is also true as alleged in complainant's bill that said decedent was possessed of sundry tracts of land, the total of which your respondent believes will probably amount to Eight Thousand and Five Hundred Dollars ($8500 In fact, your respondent has had two well-informed, disinterested parties,; namely, R. L. Brewer, Jr. and S. S. Gwaltney, to estimate the value of said property, which was sumed up as Eight Thousand and Six Hundred Dollars ($8600), but this respondent by and with the consent of the heirs, as evidenced by an agreement herewith filed as a part of this answer, has effected private sales of all the said real estate, subject to the approval of the Court, aggregating Nine Thousand and Four Hundred Dollars ($9400), as follows:

The two story double brick store on South s de of Washington Street to Sarah Larkin for $4,500.00

The single story brick store on the South side of Washington Street to W. H. Crocker for $1,200.00

The two story frame building on the North side of Washington Street to A. W. Stewart for $2,300.00

The dwelling and lot on the South side of of Railroad Avenue to L. L. Reid for $500.00

The two story double tenement corner Union and County Streets to _____ Philhower for $600.00

A certain dwelling and lot on an alley leading East from Colloden Street and bought from Woodward & Elam to L. L. Reid for $300.00

which this respondent believes a very good price for the property, and which, if the sales thereof are confirmed by this Court, will enable the Administrator to close out the property promptly. See this report filed herewith as Exhibit "A." also the agreement of the parties -

This respondent avers that all of the parties in interest are of lawful age and are anxious that the Court will confirm the sales as above outlined.

Now, having answered fully, this respondent prays that he may be dismissed with his reasonable cost in this behalf expended.

W. H. Crocker
Admr.

Baltimore Bargain House
1.3 Aurora Ave vol
7.3 W. Fed. adm
Frankfort ave Admin
vol

1906. August 1st filed

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

Your orator, Jacob Epstein, trading and doing business as ~~Baltimore~~ Baltimore Bargain House, who sues for himself and such others, creditors of Frank Larkin, deceased, who shall come in, take part in and share the costs of this suit, humbly complaining sheweth unto your Honor that the said Frank Larkin departed this life on or about the _____ day of _____, 1906, and was in his life time and at the time of his death justly and truely indebted to your orator in the principal sum of $544.43, which said indebtedness is evidenced by an open account for that amount, bearing interest from the 3rd day of December, 1905 until payment, sworn copy of which is herewith filed as "Exhibit A". That there are sundry other creditors of decedent the number, names and amounts being unknown to your orator, but he is advised that the total personal assets of decedent will amount to about $2,500.00, whereas the indebtedness of decedent will probably reach the sum total of $6,000.00, so that there will not be sufficient personal assets to pay the indebtedness.

Your orator further states that the said Frank Larkin died seized and possessed of the following real-estate lying in the town of Suffolk and County of Nansemond, to-wit:

1. A certain two-story brick double store house, situated on the West side of Washington street, having 45 feet front and running back about 80 feet and was bought by the decedent from W. H. Crocker and others.

2. A certain other single-story brick store house, situated on the West side of Washington street and North of the last mentioned property, having about 18 feet front and running

back about 118 feet.

3. A certain lot with two-story frame building located thereon, having 35 feet front and running back about 143 feet, occupied by O. C. Brinkley as tenant, and situated on ~~the~~ North side of Washington St.

4. A certain lot in East Suffolk, lying on the South side of Railroad Avenue, upon which there is a two-story tenement occupied by John Smith, said lot having 40 feet front and running back about 80 feet.

5. One certain double two-story tenement on the corner of County and Union streets, having 58 feet front and running back 69 feet, occupied by Easter Wilson and Will Jones as tenants.

6. Two single-story buildings on Bruce Ave. ~~Alley~~ Allen St and in East Suffolk, bought from Woodward & Elam, deed made by J. W. Davis Sep. 29, 03, adjoining each other, one occupied by Annie Holt and the other by John Majette, said lot having _____ feet front and running back _____ feet.

That the said Frank Larkin being so seized and possessed departed this life, as aforesaid, intestate, and letters of administration were granted to W. H. Crocker on the 3rd day of March, 1906, a copy of the certificate granting the administration being herewith filed as "Exhibit B".

That the said decedent left at the time of his death a widow, Sarah Larkin, one half brother, A. W. Stewart, and two half sisters, Nancy Cobb and Mary Carmichael.

Your orator further states that the personal property being wholly insufficient to discharge the indebtedness of decedent, that it will become necessary to subject certain of his real-estate to the payment of his debts, and your orator further avers and charges that he is entitled to have sufficient of the real-estate sold under direction of this Court to meet, discharge and pay off entire indebtedness of said decedent, applying first the personal assets in the hand

of administrator towards the accomplishment of this end and making up any deficit from the sale of said real-estate.

In tender consideration whereof, and for as much as your orator is remediless in the premises, save by the aid of the Court of Equity, where matters of this nature are properly cognizable; to the end, therefore, that justice may be done in the premises, your orator prays that the said W. H. Crocker, administrator of the estate of the said Frank Larkin, deceased, Sarah Larkin (widow), A. W. Stewart, Nancy Cobb and Mary Carmichael may be made parties defendant to this bill, and required to answer the same. That the said assets of the estate of said decedent may be administered under direction of this Court and applied to the extinguishment of the debts of decedent, and if the same is found insufficient to accomplish this end, that the real-estate of said decedent, or sufficient thereof to pay the said indebtedness may be sold under direction of this Court and the proceeds so applied, that such inquiries may be made, accounts taken, and all such other further general and special relief may be granted as the nature of the case may require, or to equity shall seem meet.

Notice is hereby given that the Court will be asked to allow reasonable fees to complainant's counsel conducting this case.

And he will ever pray, etc.

Baltimore Bargain House

By McSmore & Corbett

its Attorneys

Ball Bargain House
vs
Bill
W H Crocker &c

McLemore & Corbett
Attorneys

Wm Lemon & Corbin pr.

vs

Baltimore Bargain House

vs

In Chancery

W. H. Crocker Admr.

1907.

July 26th.

Final Decree.

Comitoco

Costs

Clerk --	7.28
Tax -	1.50
Shff.	3.00
Dubnan	2.00
Comr.	50.00
Atty	15.00
	$78.78