

1909-045
Nansemond Co (Suffolk)

Chancery Causes: M.L.T Daws & Co] etc vs Admr of Marmaduke Cartwright et al

Z & A.T. Hofheimer], Brewer, Thomas, Urquhart, Moore, Kilby, Wright, Folder 1 of 2
Gillet, Ayres, Blackstone, Gunter, Niemeyer, Etheredge & Brooks I,

Jordan, Maltby & Cory] Norfolk City Mills I, Grandy & Taylor I,
J H Bigbee & Co I, Halsey, White

VALUABLE

Land on Chesapeake Bay

❧ FOR SALE! ❧

By authority of the decree of the Circuit Court of Nansemond county, in the State of Virginia, pronounced the 18th day of April, 1887, in the suit in chancery in said court depending between M. L. T. Davis & Co., plaintiffs, and the Personal Representative of Marmaduke Cartwright, deceased, and others, defendants, we will sell by public auction, to the highest bidder, before the Courthouse door of Accomack county, on County Court day,

MONDAY, JUNE 27th, 1887,

all that certain tract or parcel of land of which said Marmaduke Cartwright died seised and possessed, situated in said Accomack county, containing 350 acres of high land, more or less, in addition to the marsh land thereto attached and belonging, and bounded on the north by the lands of Thomas Johnson; on the east by the land known as "Hodora Cottage" (lately the property of Eliza Maria Scarborough) and Occohannock creek; on the south by said creek, and on the west by Chesapeake Bay, and being the same land which, by deed dated the 15th day of September, 1874, and recorded in the Clerk's office of said Accomack county, was sold and conveyed by William P. Moore and wife to said Marmaduke Cartwright, together with the privileges and appurtenances thereto belonging.

TERMS OF SALE:

Enough of the purchase-money to cover the costs of said suit and the expenses of the sale will be required in cash and the balance in three equal sums at the end of six, twelve and eighteen months, respectively, with interest from the day of sale; the purchaser to execute separate bonds in evidence of the deferred payments, with good personal security, and the title to the land to be retained until the further order of Court.

WILBUR J. KILBY,

JOHN H. WRIGHT,

Special Commissioners.

25 MAY, 1887.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VA.

M. L. T. Davis & Co.....Complainants,

AGAINST

} In Chancery.

Marmaduke Cartwright's Personal Representative and others.....Defendants.

I, Peter B. Prentis, Clerk of said Court, do hereby certify that the bonds required of Wilbur J. Kilby and John H. Wright, Special Commissioners appointed by said Court by its decree on the 18th day of April, 1887, in the above entitled suit to sell the land in said decree mentioned, of which Marmaduke Cartwright died seised and possessed, have been executed with security deemed sufficient by me.

Given under my hand this 3d day of May, 1887.

PETER B. PRENTIS, CLERK.

Please read & return

Accomack Co. Md. Va.
Decr 28th 1887.

Mrs Nooly Esq;
Dear Sir,

Your note of yesterday
of the foot of Judge Kilby's letter, is just
received and I repl. at once.

I have collected for 1887 Rents of
the Farnall Farm, the following sums:

Of Revell Kellam	\$240.00
" Wm. J. Locant.	70.00
" West (Mason, for share	50.00
" Mrs. A. Bailey (Hogro)	<u>25.53</u>
Total	<u>\$385.53</u>

These are all the rents for the present
year, except what may be realized from
the share (one third) of Bailey's corn
and fodder crop, and probably a few
dollars for the load of his sweet potatoes.

I have paid
For 1887 Taxes \$40.03

" One year's term on
Buildings from
Feb. 22 1887. } 15.00

" Building Corn-Stack
for Torrey & Hollam. } 50.00
making \$105.03

And I have also authorized building
a Stalle for Torrey & Secale, but not
having received Bills I cannot
give Receipts. These repairs were
necessary, and were directed by me
where I supposed there would be no
question raised as to confirmation
of sale, and where I looked upon the
property ~~as~~ ^{as} really mine.

My wish for a confirmation
of sale at last term of Court arose
from the fact that the premises are in
bad condition, require very considerable
repairs to keep them in tenantable condi-

tion, and to preserve what there is in the
way of Buildings on the premises.
Had the sale been confirmed, as I ex-
pected it would, I contemplated com-
mencing repairs in the coming Spring.
The Corn-Stack and Stalle mentioned
had to be built afresh, and the main
place I had to rent at a reduced
price for 1888, and the part occupied
by Bayley I could not rent out.

At the next term of the Court,
I hope the sale will either be con-
firmed or set aside. This position
in which I am now placed, in which
I neither own the property nor can
let it go, and am not authorized to
make necessary repairs to keep it
from going to decay, is one from which
I must necessarily lose. The sales
are insufficient to pay my debt, and
whatever I am to lose I want to lose
and be done with it, and not be kept

disseminated between Heaven and
Earth for an indefinite period
of time.

Truly yours,
W. Lillie

In the Circuit Court for the County of Nansemond,
M. L. J. Davis & Co., Pliffs.

vs. In Chancery.

Marmaduke Cartwright "Per. Rep. & others, Defts.

Depositions of witnesses in behalf of
John W. Gillet, taken on the 4th day of April,
1888, at Accomack C. H., V^{ts}, to be used as
evidence before the Commissioner in Chancery
in executing the Reference made in the above
entitled cause by the decree pronounced
therein on the day of -

John W. Gillet, being first duly sworn,
deposes and says as follows:

On the 27th day of June, 1887, the same
being the first day of the June Term of
Accomack County Court, about 9
O'clock A. M., I met with Judge Kilby
& Capt. Wright, the Commissioners ap-
pointed to make sale of the lands of
Marmaduke Cartwright in Accomack,
and here known as the "George S. Power
Farm", & had a conversation with them
in which the sale to be made on that day
of this property was one of the subjects.
Most of the conversation was carried ^{on} between
Judge Kilby & myself, Capt. Wright
being present all the time & taking part
occasionally in the conversation. Among
other things, Judge Kilby inquired of
me how I thought the property would
sell. - My reply was, I thought it would

bring \$4,000.⁰⁰/₁₀₀; that I had heard of two gentlemen, who would bid for it; that both of them were good bidders, each of whom was able to purchase. - He then asked me at what hour it would be advisable to make the sale. - I replied about 10 o'clock, as at that time the Court usually took a recess for dinner. - I then said to Judge Kilby, I see from the decree for sale, [a copy of which I had previously obtained from the Clerk of Newsumont Circuit Court], in prescribing the terms for sale, nothing is said about the rents, & I suppose the purchaser will be entitled to all rents which accrue due, subsequently to the day of sale. - To this he assented.

Capt. Wright, though present & sufficiently near to hear what was said, neither assented to nor dissented from Judge Kilby's reply. - This was the only conversation that occurred between Judge Kilby & Capt. Wright, or either of them, and me at any time relative to the rents. At the time of this conversation I did not think I should be under the necessity of purchasing the farm. - I did not intend to do so, if the property brought enough to pay my

1 1

debts & the expenses of suit and sale; and I believe that the gentlemen to whom I referred as bidders, who were Mr. Geo. W. Mason & Mr. Joseph S. Bull, would bid the property up to a sum sufficient to save me. Between the hours of 1 & 2 o'clock P. M., the Commissioners proceeded to make sale of the property; and Judge Kilby read from the printed advertisement of sale, a copy of which I file herewith, the description of the farm & the terms of sale as therein stated; and I have no recollection nor do I believe anything was said relative to the rents of 1887. The property was then offered for sale by the auctioneer and I & Mr. Geo. W. Mason were the only bidders for it, - Mr. Bull not attending the sale; and I became the purchaser. I say positively & emphatically that at no time in any conversation between the Commissioners, or either of them, with me, or in any statement by them, or either of them, made in my presence was anything said about an apportionment of the rents between the purchaser and any other person. I further say that at no time did I ever ~~expressly~~ say that an apportionment would

be satisfactory to me. ~~My~~ Ever since
I knew of the decision by our Court
of Appeals of the Case of Taylor vs. Cooper,
reported in 10th Leigh, I have believed
& have advised that the purchaser at a
judicial sale of land that were rented
out for the year during which the sale
was made & the rent payable on the first
day of the succeeding year, and where the
decree directing the sale was silent as
to the disposition of the rents, was entitled
to all rents that accrued due after the
day of sale, upon confirmation by the
Court of his purchase. - In this opinion,
so far as any expression of opinion
upon the question of law has been made
by the bar of Accomack, I know that
that bar concurs, and I suppose ^{upon this point}
that there was no difference of opinion
amongst the legal profession in Virginia.
I know that I never would have assented
to any expression of a contrary construction
of the law. - From the time of the purchase
I always claimed that the rents of 1887
belonged to me, and upon a visit to the
farm in July after the sale I informed the
tenants that the rents were mine. - I
never knew or suspected that any ques-

tion existed as to my right to the rents until I received a letter from Judge Kilby in, I think, the month of August, 1887, setting up a claim to the one-half of them -

And further this deponent saith not -
 W. L. Lillie.

Henry C. Ayres, being first duly sworn, deposes & says as follows:

Ques. 1. Were you or not the auctioneer at the sale made on the first day of the June Term of Accomack County Court, 1887, of the farm in Accomack, known as the "George S. Powell farm" by Commissioners Judge Kilby & Capt. Wright?

Ans. I was, Sir -

Ques. 2. What was said by the Commissioners when they put up this farm for sale in announcing the terms about the rents of it for 1887?

Ans. They said nothing about the rents -

Ques. 3. Are you positive that the Commissioners said nothing at that time about who would be entitled to the rents for 1887 of that farm?

Ans. Yes, sir; I am positive that nothing was read or said by them about the rents of that farm for 1887. The smallest man of the two read the terms from the decree & then told me to go ~~ahead~~ ahead - I say then, you all hear the terms of sale & now give me a bid - And further this deponent saith not -

H W C Ayers

No other witnesses appearing, the further taking of these depositions is continued until tomorrow, at the same place, and between the same hours

L. Floyd Cook, C. P.

Thursday April 5th, 1888, 10 O'clock A. M.
Witness Jno. W. G. Blackstone, being duly sworn, deposes as follows:

Ques. 1. Were you or not, present at the sale made at Accomack C. H., on the first day of the June Term 1887 of Accomack County Court, by Commrs. Kilby and Wright under a decree of Hanseman Circuit Court, of the farm in Accomack known here as the "George S. Powell farm"?

Ans. - I was present from the time that the auctioneer announced that the sale was about to begin, until the land was knocked off to Mr. Gillet.

Quest 2. What was said, or done, by the Commissioners at the time of putting up the property for sale?

Ans. After the auctioneer had called up the crowd to listen at the terms of sale, the Commissioners read the terms from their printed advertisement, which had been posted here prior to that time, and made no variation therefrom nor addition thereto.

Quest 3. Was, or not, anything said by the Commissioners at that time as to who would be entitled to the rents of the premises for the year 1887 (1887)?

Ans. Nothing at all: nor was there any reference in their printed advertisements -

Quest 4. Please state whether, or not, just before the land was offered for sale, Mr. John W. Gillet, addressing the Commissioners, said in substance, "Gentlemen, who will be entitled to the rent, or where is the rent to go for this year" (meaning 1887), and Lemuel Kilby replied "that it would be apportioned in the usual way, - he (Gillet),

Taking one half and we (the Comyns) the other;" and to this Mr. Gillet replied, in substance, "that that was satisfactory?" Did ~~or~~ not such conversation, or a similar one, or any of like substance or meaning, occur; or was anything whatever said by the Comyns, or either of them, about an apportionment of rents; and if anything relative to the rents was stated, please give what was said, as near as you can repeat it?

Ans- No such conversation as the one stated, or similar in substance thereto, took place between Mr. Gillet & the Comyns, or either of them, just before or during the sale of said land; nor was anything publicly stated by the Comyns, or either of them, after the crowd had been called up or during the sale with reference to an apportionment of the rents or as to where the same would go. At the time of sale the rents were not mentioned by the Comyns, or either of them, by Mr. Gillet nor any one in the crowd. And further this deponent saith not.

J. W. G. Blackstone.

~~Ques 1.~~ John J. Guntis, being first duly sworn, deposes and says as follows:

Ques. 1. Were you, or not, present at the sale made at Accomack C. H., on the first day of the June Term 1887 of Accomack County Court, by Comrps Kilby and Wright under a decree of Hanseman Circuit Court, of the farm in Accomack known here as the "George S. Powell Farm"?

Ans. I was. When the auctioneer announced that the sale was to take place, I went to the steps leading to the Clerk's office yard & during the sale sat on the steps, but a few feet removed from Judge Kilby & the auctioneer; I remained there till the property was knocked off to Mr. Gillis & those present began to disperse.

Ques 2. What was said, or done, by the Commissioners at the time of putting up the property for sale?

Ans. After the auctioneer announced that the sale was to take place, Judge Kilby, who was standing on the steps near me, read from a printed poster, the description of

the property & the terms of sale, I remember he called the place "Hodora College", when its name is "Hedera" & I found that it was so printed on the poster & also that he had some trouble in pronouncing "Occahannock", named in the advertisement

2ues 3. Was, or not, anything said by the Compro at that time as to who would be entitled to the rents of the premises for the year 1887?

Ans. Judge Kilby, after reading the poster as described in the answer to question 2, told the auctioneer to put the property up & nothing further was said by him to the auctioneer or publicly to the crowd during the sale

Ques. 4. Please state whether, or not, just before the land was offered for sale, Mr. John W. Giller, addressing the Commissioners, said in substance, "Gentlemen, who will be entitled to the rent or where is the rent to go for this year" (meaning 1887), and Compro Kilby replied "that it would be apportioned in the usual way, - he (Giller) taking one half and we (the Compro) the other"; and to this Mr. Giller replied, in substance, "that that was satisfactory"? Did or not such conversation, or a similar one, or any of like substance or meaning, occur; or was anything whatever said by the Compro,

or either of them, about an apportionment of rents; and if any thing relative to the rents was said, please give what was said, as near as you can repeat it?

Ans. No such conversation occurred. Mr. Gillet, who was standing off about ten feet, bid for the property & no conversation during the sale occurred between him & the Comers, or either of them. Nothing ~~at all~~ whatever was said about ~~the~~ rents. And further this deponent saith not —

John J. Genter

Virginia,

County of Accomack, to wit:

L. L. Floyd Nock, a Notary Public for the County of Accomack, in the said State, do hereby certify that the foregoing depositions of John W. Gillet, Henry Cityre, John W. G. Blackstone & John J. Genter, were duly taken, sworn to, and subscribed before me, at the times and place, and for the purpose therein mentioned. Given under my hand this 5th day of April, 1888.

L. Floyd Nock, N. P.

M. L. T. Davis & Co.

vs. } In Chancery.

Marmaduke Castwrigg^s
Per. Rep. & als.

Depositions of
Jno. W. Gille & others.
filed with Report
of Comr. Ro. R.
Prentiss

1888. July 27th. Filed
ck

Suffolk, Va., 13 Augt. 1887

J. W. Gillet Esq.

Dear Sir:-

The late Mammaduke Cartwright by his will directed his land in Accomack County to be sold and the surplus paid his wife after the satisfaction of your claim.

The creditors of Mrs. Cartwright claim that from the time of the death of Mr. Cartwright, she, to the time of her death, and her estate, after her death to the time of the sale of the land, should be entitled to the rents from the land. In other words, all the rents from the land from the time of Mr. Cartwright's death to the time of the sale of the land belong to Mrs. Cartwright or her estate, and

therefore, should have been collected and applied to the payment of her debts, and not credited on your claim. While they would not now go back & call upon you to refund the rents which have been credited on your claim, they do claim that all uncollected rents due up to the time of the sale should be applied when collected in satisfaction of Mrs. Cartwright's debts which amount to some \$200. I suppose these uncollected rents will be sufficient to pay these debts. I represent these creditors now and will be glad to receive these rents when collected for their benefit, and will be glad to have you take such ^{steps} as may be necessary to secure them for us. Of course, we desire that you retain such compensation out of the rents, as your services may demand. See Hobson vs. Yarey & al. 2 Grat. p. 73 & 77 & seq.

Yours truly
Wilbur J. Kilby

Accomack Co. Md., Va.

Sept. 1st 1887.

Willbur J. Kilby Esq.

Dear Sir,

I have been endeavoring to get information relative to the rents of the Leastwight property, but have met with little success. Upon the receipt of your letter of the 13th of Aug. last, I wrote to the Adm. of Mr. M. E. Jacob, who acted as agent in renting out the premises until his death in 1886, to furnish me with all the information he could obtain from the books and papers of his intestate. Recently he exhibited to me the account kept by Mr. Jacob, with two Leastwights, for whom it appears he acted; but these accounts, though not very clear, seem to show that all the rents received by the agent were, after the payment of taxes, repairs, and \$210 to me in Oct. 85, turned over to J. C. The only uncollected rents during this agency, (not of any considerable amount,) are due from intestate tenants, one of whom died upon the premises, and one of whom nothing can be made. I have no information whatever as to 1886 rents, but presume they were received by Mr. M. E. Leastwight. It will be necessary to ascertain from him who were the tenants, and what, if anything, remains unpaid by them.

If you can get this information, I can then see what probability there is of collecting the arrears.

The only payments made to me on my debt, subsequent to the death of Marmaduke Leastwright, were the \$210 by Jacob in Oct. 85 and \$100 by Mrs. Leastwright on Dec. 1st 86. The payment by Jacob was undoubtedly one of the rents received by him; but from what source the \$100 paid by Leastwright was obtained I do not know. I only know that this sum was paid by ~~his personal~~ check of L. S. Roberts of Co. in Burroughs, Son of Geo. of Norfolk, and endorsed by Leastwright. The claim of Mrs. Leastwright's creditors to the rents from her husband's death to the date of the sale of the premises I must certainly resist. From your statement of the provision of Marmaduke Leastwright's will "he directs his land in Accomack County to be sold, and the surplus paid his wife after the satisfaction of your [my] claim." This was not a devise of the land to Mrs. Le.; but it was expressly made a fund in the hands of the Exor. for the payment of my debt, and Mrs. Le. had no interest whatever in the property except in so much of the proceeds of sale as might remain after my debt was satisfied. I conceive in this case it was the duty of the Exor., until he effected a sale, to apply the whole of the rents of the land to my debt, and a diversion of the rents to any other object was a dereliction on his

Just. [Chap. 127, Sec. 1. § 2, Code of 1873.] The case of *Webster*
vs. ~~James~~ *Graney* Jr., 2 Gral. 73, is not in my opinion, with all
due deference to you, a case in point. In that case the
testator did not charge his realty with the payment of
his debt, or any part of it with the payment of a specific
debt. On the contrary, from the statement of the case,
he directed his realty to be sold, leased or rented, at
the discretion of his Exor, for the benefit of his children.
This unquestionably only created a trust in the hands of
the Exor. for the benefit of the children; and in the execution
of the trust the Exor. was given the power to sell should he in
his discretion consider it to be to the interests of the estate
questioned. The extent to which Judge Stanard goes in
his opinion is that the Exor. holds the personal estate for
the payment of debt, and as to the rents and profits of the
real estate, though they might in equity have been charged
with debt, to the payment of which the personal estate
might prove inadequate, yet until the claim to charge
them should be asserted by suit of the creditors, the heirs
or devisees were entitled to them, without being accountable
therefor to the creditors; and the Exor. receiving them was
trustee of, and bound to account for them to, the heirs and
devisees. But in the case of *Leathright* the Accomack

John W. Gillet
1887

lands did not descend to his heirs, nor were they devised to his widow, nor was I, as a creditor, compelled to resort to a writ to charge them. By his will he had made it the duty of his Exor, without any action on my part, to sell these lands and pay my debt; and, as before stated, his widow was not a devisee of the lands, and had not in any way an interest in them as land.

I am in doubt from your^s of the 13th ult. whether the creditors of Mrs L. claim any interest in the rents for the present year. No doubt, you recollect in the conversation I had with you and Capt. Wright in the morning before the land was sold I stated that I supposed, as the decree under which you acted was silent as to the rents, the purchaser would take the current year's rents, or all rents that accrued due subsequent to the day of sale; and that was an opinion on the part of your gentlemen to this opinion. That this is the law of this State, see Taylor vs. Leeper, 10 Leigh 327.

Should Mrs L.'s creditors insist upon a claim for any payments made to me out of rents, or should anyone claim the rents of the present year, I will be obliged to you if you will inform me so that I may have an opportunity to contest the claim.

I am, truly yours,

W. C. Gillet

COURTS:
NANSEMOND, ISLE OF WIGHT AND
SOUTHAMPTON COUNTIES,
AND UNITED STATES COURTS
AT NORFOLK.

WILBUR J. KILBY,
ATTORNEY AT LAW
AND
NOTARY PUBLIC.

Suffolk, Va., 29 Octo 1887

J. W. Gillet Esq.

Dear Sir:-

Yours of 1 Sept. ulto, came to hand in due time, and I have been trying, but without success, ever since that time to ascertain from John Cartwright the names of the tenants of the Accomack land for 1886, the amount of rents they were to pay, how much has been paid and how much remains unpaid, Mr. C. has not been near me to give me any information on the subject, notwithstanding my calls upon him for it. If you can possibly find out who the tenants were for 1886 and get the information of them, please do so, and let me know the result, and, if any rent is due or unpaid for that year, please collect it, and I will call on Mr. C. for such as he has received according to the informa-

you may be able to obtain and give me on the subject.

As to the rent for the current year (1887), Mr. Wright & I agreed that ~~they~~ it should be apportioned between the estate of M. Cartwright and the purchaser of the land upon the principle specified in section 1 Chap. 136 Code 1873. See 2 Minor p. 46. In other words, you would take that part of the rents covering the period from 27 June to end of year, or say $\frac{1}{2}$ the rent, while the other half covering period from 1 Jan. to 27 June would be paid to the estate ^{or Mrs. C.}. This is what we understood you to mean on the day of sale and to it we consented. If you meant anything else, then, of course, our assent ~~was~~ meant nothing. The case of Taylor v. Cooper 10 Leigh p. 317 is in exact accord with our position. For on page 320 the Court in that case said the purchaser was entitled to the rent becoming due after day of sale, which gave the purchaser in that case all the rent for the year, as the rent began 1 Jan. ~~&~~ and the land was sold on 10 of same

Suffolk, Va., ... 1888

month, - so near one and the same time
as to entitle the purchaser to the entire
rent for the year. I can't see on what
principle you could claim the rent
for the Cartwright land for a period
of six months before you became the
owner of it. So both on principle &
according to our agreement as we un-
derstood it on day of sale, Cartwright's
are or his devisee, Mrs. C. is
heirs, ~~are~~ entitled to $1/2$ the rent for 1887.

On the question as to who is entitled
to the rents and profits from real estate
from the death of the owner, where he does
not dispose of them by his will. I have
no doubt whatever, Mr. Cartwright
left a will but said nothing in it
about the rents and profits from his
real estate. ~~Therefore~~ nor did he author-
ise his executor to receive them. But
if he had directed his executor to receive
them. And said nothing about what should

be done with them, the executor would have been bound to pay them to the persons entitled by law to them, Section 1 p. 942 of Code 1873 to which you refer applies only to cases where the executor is specially authorised to receive rents & profits & therefore does not cover Cartwright's case. Section 2 same page refers to a case where the executor has received rents having been ~~directed~~ authorised to receive them & simply directs him to pay ^{same} to those entitled, and therefore, does not cover Cartwright's case. Cartwright's will gives the surplus, if any, from the sale of his Accomack land to his wife and the deed of trust which you held on the land expressly provides that he should take the rents & profits until default in payment of your debt and sale of the land. The rents therefore, from the land from his death ^{in Act. 1884} to 27 June 1887 belong either to his heirs or his wife. Under no circumstances could you ~~claim~~ or any creditor of Mr C. or his wife claim them as assets of Mr. C. or his wife for satisfaction of your claims

Suffolk, Va., 1888

^{their}
as creditors. See 2 Leigh p. 30, 64; 2
Grat. 73. Mr. Cartwright's heirs and Mrs.
Cartwright's creditors both claim the
rents and will call for an account
of them, and leave the Court to decide
whether the former, or latter are enti-
tled to them. Of course, our Report
of the sale will not be confirmed
until this matter is settled. At
the late term of our Court which be-
gan 10 Octo. last, the case was not
reached on the docket & nothing was
done in it. A special term of the
Court will begin on 2 Apr. & last
three days. The case may then be
reached.

The exact language of Mr. Cartwright's
will bearing on the subject matter of this
letter is as follows: "It is my desire that
my real estate on the Eastern Shore of Va. be sold
and, after a lien on said property is satisfied

then the balance I give and bequeath to my wife, Martha Cartwright". No executor is named in the will. The land was, therefore, not ~~de-~~ ^{by the will} ~~vised~~, made assets for, or charged with, the payment of your debt. The will merely expresses a desire that that should be done which Mr. C. had, already, in his deed of trust to secure your debt, provided should be done. Therefore, so far as you are concerned, the will has no bearing on the case, for the terms of the deed must prevail, the deed being a contract made before the will which the will could not alter. The deed provides that the land shall be security for your debt, ~~until~~ to be sold whenever you might request after default in payment of the debt, the rents & profits to go to Cartwright until ~~a~~ sale default & sale. The deed excludes you from taking rents. Cartwright being dead those who stand in his shoes as heirs of the land are entitled to the rents until sale, unless by virtue of his will his wife or her estate, as devisee of the surplus from the sale, should be entitled to them. I have written this letter in a hurry I may not have expressed myself clearly, but I hope it is intelligible. Yours truly, Wilbur J. Kilby

The depositions of Wilbur J. Kilby and John H. Wright, taken before Rob. R. Dentis, a Commissioner in Chancery of the Circuit Court of Hansemond County, by consent to be read as evidence in behalf of Marmaduke Cartwrights heirs at law, in the chancery cause of M. L. J. Davis & Co v. M. Cartwrights Admors &c now depending in the Circuit Court of Hansemond County. -
1887 March 30th. -

Present:

W. J. Kilby & John H. Wright, Counsel for
Marmaduke Cartwrights heirs at law.
John Stealy, Counsel for John W. Gillet.

W. J. Kilby, being first duly sworn
deposes and says:

On 27 day of June 1887, Capt. John H. Wright and myself as co: commissioners appeared at Accomack C.H. to sell the land of M. Cartwright in that County under decree in this suit. Just before the land was offered for sale, Mr. John W. Gillet addressing us, said ~~that~~ in substance, "Gentlemen, who will be entitled to the rent, or where is the rent to go for this year" (meaning 1887). Calling

my co. commissioner's attention to the question I replied, with his assent, "That it would be apportioned in the usual way - He taking one half, and we the other". Mr. Gillet replied, in substance, "that that was satisfactory". - When I said that we would take one half of the rent, I meant the ^{of Dr. Carwright} theirs, who were represented by Capt. Wright and myself as attorneys. - The sale at once proceeded and Mr. Gillet purchased the land.

Cross: Examined:

1. Q.

State whether you can give the exact language of Mr. Gillet's question and your reply?

A. I cannot give the exact language of his question, but the point of it was, to ~~bring~~ elicit from us our views as to what disposition was to be made of the rent, and my reply was made accordingly. - My reply was pretty much in the language above.

given and was based upon my own
practice and custom here, for the past
fifteen years. -

2. Q.

Are you prepared to swear
that Mr. Gillet understood
at the time that the purchaser
would be entitled to only
a portion of the rent?

A.

I cannot say, but I thought so.
He may not have understood
me. -

3. Q.

Has he or not since that time
in writing appealed to that
conversation to show that
he had a totally different
understanding with you? If
so, please produce that letter?

A.

~~I will~~ Yes. - I will file the
letter. -

4. Q.

Please state whether ~~or not~~ there
may not have been some mutual
misunderstanding at the time
between you and Mr. Gillet
growing out of a difference
between you and him in the
construction of the words "rents
that accrued due"?

A.

I cannot say. I supposed that

Mr. Gillet understood me. -

5-Q.

If Mr. Gillet on that occasion had used the following language "The rents that accrue due subsequently to the day of sale" are to go to the purchaser" what would you have understood him to mean?

A. In this case, a proportional part of the rent from the 27. day of June to the end of the year. -

6-Q.

Is or not letter, which I now hand to the commissioner, one written by you to Mr. Gillet in reply to the one above referred to as received by you from him?

A. Yes. -
(Letter marked H.J.K. filed as evidence) -

7-Q.

Was there at any other time any other conversation or understanding between yourself and Mr. Gillet, except that to which you have already referred in previous answers?

2

a. No. -

Further this deponent saith not.
Wilbur J. Kilby

John H. Wright being first duly sworn in answer to questions deposes and says:

On the 27. day of June 1887 at Accomack Co. Va. about the time the sale of the land was about to be made some one, I did not then, and do not now know who, asked "What disposition would be made of the rents for that year" - Judge Kilby, who was standing by the auctioneer, turned to me, and after a very brief consultation, I think we directed the auctioneer to announce that the purchaser would receive the rents from the day of sale, and the rents up to that time would go to the heirs. - I do not recollect having any conversation on the subject with any one except Judge

Kilby - and did not know until he, Judge Kilby, informed me of the fact that there was any contention on that point. - I have had no correspondence with Mr. Gillet on the subject. -

Cross Examined:

1. Q. You say that you think such a direction was given to the auctioneer - Are you positive in your recollection that it was so given?

A. Yes. I feel very confident, that Judge Kilby and myself so directed, and that the auctioneer made such announcement, or that Judge Kilby made it. -

2. Q. Had you any authority in making said sale, other than that which you derived under the decree under which you acted?

A. We had not. I was governed by what has been my inviolable custom here under

similar circumstances. -

Re: Examined:

1. Q.

You were there also with myself representing and speaking for the heirs - were you not?

a.

Yes. I represented one of the heirs, and I think most of the creditors of Marmaduke Cartwright. -

Further this deponent saith not.
Jno. H. Wright

State of Virginia,

County of Hansemond, to wit:

I, Rob. R. Plentis, a Commissioner in Chancery of the Circuit Court of Hansemond County do certify that the foregoing depositions were taken, sworn to and subscribed before me at my office in Suffolk Va. on the 30th. day of March 1888. -
Given under my hand this 30 day of March 1888.

Rob. R. Plentis.
Commissioner in Chancery.

M. L. Davis & Co.

v. ~~Depositions~~

M. Cartwright's Adm.
&c.

The deposition of John H. Wright,
taken before ^{Robt. P. Davis, Commissioner of the Circuit Court} ~~me~~ in Suffolk, Virginia,
on Friday 27th. day of July 1888,
to be read as evidence in the
chancery cause now pending in
the Circuit Court of Nansemond
County wherein M. L. J. Davis & Co.
are complainants and Mar-
maduke Cartwrights, Administra-
tor and others are defendants.
Taken by consent, - notice being
waived by counsel. -

The witness, John H. Wright
being duly sworn deposes
and says:

Since reading over the dispositions in this cause, I find that I was in error in my former statement and desire to correct the same, as my recollection of what occurred at the time of sale has been refreshed by reading the record.

I was not present when Judge Kilby read the advertisement and terms of sale, but was standing some distance off conversing with a friend, and took no part in any explanation or answering any questions relative to terms of sale or disposition of rents, at that time. Judge Kilby and myself, as Co. Commissioners had agreed upon these matters and I left him to make the announcements which might be necessary and walked up to the steps on which the Auctioneer was standing, about the time he began crying the property. Previous to this however, Judge Kilby & myself had been asked by Mr Gillett, what disposition would be made of the rents. To this Judge Kilby replied that they would be apportioned between the Commissioners and the purchaser, one half to each, as the sale took place at the middle of the year. To this, I assented and, I think, added that such was the custom in our section at Commissioners' and Justices' sales unless expressly provided otherwise. I supposed that Mr Gillett assented to this, as I heard nothing to the contrary, and that the land was sold with the understanding that one half the rent of 1887 should

be paid to the Commissioners.

And further this deponent saith not.

John H. Wright.

State of Virginia

County of Hansemond, to wit:

I, Robt. T. Prentiss, a Commissioner
in Chancery of the Circuit Court for the
County of Hansemond in the State of
Virginia do certify that the foregoing
deposition of John H. Wright was taken
sworn to, and subscribed before me
at the time and place mentioned in
the caption hereto.

Given under my hand this 27. day of
July 1888.

Robt. T. Prentiss,
Commr. in Chancery.

W. L. J. Davis & Co.

v.  Depositions
Wright & Kilby

W. Cartwright's Admrs.
& others

Filed with Report
of Comr. Robt. R.
Prentiss

1888. July 27th. Filed
clk

Davis Hco.

vs.

Cartwright Sal.

This cause came on this day to be again heard on the papers formerly read and on the Report of Special Commissioners, Wilbur J. Kilby and John H. Wright filed the 5th day of September A.D. 1888 (the same being a Report of collections and disbursements in pursuance of the decree entered herein on the 9th day of August A.D. 1888), and was argued by Counsel.

On consideration whereof the Court doth confirm said Report to which no exception has been taken and doth order that this cause be continued.

Davis Heo.

vs. } In Chy

Cartwright Sal.

In the Circuit
Court of Chase-
mond County
10th October 1888

Decree

To be entered.

C. M. H. H.

entered Chy. S. B.
No 2 P. 213

M. L. J. Davis & Co

25.

Cartwright's Adm^r & als.

This cause came on this day to be again heard upon the papers formerly read, and it being suggested to the Court that Macmadrake Cartwright in his life time executed a Deed of Trust to Benj. J. Guntz Trustee for the benefit of Geo. W. Gillette, upon certain Real Estate in the County of Aconua, which Real Estate he bequeathed by Will to Martha Cartwright his widow, subject to the said Deed of Trust; and that said Martha Cartwright by her last Will & Testament bequeathed her interest in said Real Estate to Irene V. Cartwright and Willie A. Jackson, it is ordered that the said Benj. J. Guntz Trustee and Geo. W. Gillette, Irene V. Cartwright and Willie A. Jackson, (the last two being infants under the age of twenty one years) be made parties defendant to the complainant's Bill, and served with proper process, and the cause is continued.

M. L. J. Davis & Co
v { in chip
M. Cartwright's Adm^r & als.

Decree -

To be entered

C 188

Adm^r & als.

* And bring of opinion that the purchase of John W. Gillet, is entitled to the whole rent of the purchase premises for the year 1887, doth so decide.

* And on the report of Master Commissioners Robt. B. Gutter, filed July 27th 1888, and the depositions therewith filed.

Davis Hco.

vs.

Cartwright & al.

This cause came on this day, ^{vacatage} to be again heard on the papers formerly read and on the Report of Special Commissioners, Wilbur J. Kilby and John H. Wright, filed the 6th day of July 1887 (the same being a Report of the sale of the land ~~of~~ in Accomack County in this State of which Mamaduke Cartwright died seized and possessed in pursuance of the decree entered herein on the 18th day of April 1887), and was argued by counsel.

On consideration whereof, the Court doth approve and confirm said Reports to which ^{neither of} ^{has any} ~~no~~ exception ~~has~~ been taken; and doth adjudge order and decree that said Special Commissioners receive of the Clerk of this Court, the three Bonds of John W. Gillet filed with said Report with Benj. T. Gutter surety thereto two of them being each for the sum of one thousand one hundred and sixteen and $\frac{67}{100}$ dollars and

one of them for the sum of eleven hundred and sixteen and $\frac{66}{100}$ dollars, bearing interest from the 27th day of June 1887, and proceed to collect the money at the maturity of the Bonds, or receive the money before their maturity if the obligors should desire to pay the same before their maturity, and the said Clerk is directed to deliver said Bonds to said Commissioners and take of them a receipt for them and file the receipt with the papers in this cause.

And the said Commissioners are directed to pay first any unpaid Costs of this suit out of said money and then to pay the balance together with the sum of twenty four and $\frac{70}{100}$ ^{dollars} in their hands as specified in said Report, to said John W. Gillet on account of his claim against said Marmaduke Cartwright for the sum of thirty-nine hundred and ninety dollars, which was secured by a deed of trust ~~on~~ constituting a lien on said land

made by said Mamaduke Cartwright and his wife in their lifetime, constituting the first lien upon said land, as specified in the Report of Commissioner Wilbur J. Kilby filed in this suit on the 15th. day of September 1886.

And the Court doth further adjudge, order and decree that said Special Commissioners make to said John W. Gillet, after the payment of said Bonds and the interest thereon in full, a deed with special warranty in the usual form conveying to him the parcel of land mentioned above.

C. M. Stice

Davis Hco.

vs. } In Chy

Cartwright & al.

In the Circuit Court
of Chaussemond County
In vacation
August 9th, 1888

Decree

To be entered

C. W. Hill

Entered Chancery Order
Book No. 2 page 208.

Davis Heo.

vs.

Cartwright & al.

This cause came on this day to be again heard on the papers formerly read.

On consideration whereof the Court doth ^{adjudge} order and decree that the papers in this cause be referred to one of the Commissioners of this Court, who is directed to ascertain and report to Court, an account of the rents and profits from the real estate of which Marmaduke Cartwright died seised and possessed in Accomack County in this State, ^{and} mentioned and described in the papers in this cause, ~~by whom~~ ^{the amount thereof,} showing, ^{and who may be entitled thereto} by whom the same have been received and what disposition has been made thereof from the time of the death of said Marmaduke Cartwright in October 1884 to the time of the sale of said land on the 27th day June 1887.

Davis Hco.

vs. } In Chy.

Cartwright & al.

In the Circuit
Court of Hauselwood
County

2 Nov. 1887

Order

To be entered

C. White

Entered Chancery Order
Book No: 2 page 171

Davis Hco.

vs.

Cartwright & al.

This Cause came on this day to be again heard on the papers formerly read and on the Report of Commissioner, Wilbur J. Kilby, filed the 15th. day of September 1886 (the same being a Report of the debts due by Marmaduke Cartwright deceased or his estate and of the real estate of which he died seised and possessed in pursuance of the decree entered herein on the 28th. day of April 1885) and on the answer of John Cartwright filed the 8th. day of July 1886 by leave of the Court granted on the 15th. day of April 1886 and on the Exhibit filed with said answer, with general replication to said answer, and was argued by counsel.

And it appearing that ^{the} process whereby this suit was instituted, was duly served on all the defendants and that ~~the rents and profits of said real estate~~ for the satisfaction of said debts a sale of said real estate is necessary, the Court ^{by consent of parties} doth confirm said Report to which no exception has been filed and doth adjudge, order and decree that Wilbur J. Kilby and John H. Wright, who are hereby

appointed

Special Commissioners for that purpose, either of whom may act alone, do proceed to sell the parcel of land in said Report mentioned and described as lying and being ~~X~~ in the County of Accomack in this State. by public auction before the Courthouse door of said Accomack County on some County Court day on the terms of payment by the purchaser of enough of the purchase-money in cash to ^{cover} ~~meet~~ the costs of this suit and the expenses of the sale and the remainder in ^{three} equal installments at the end of six, twelve and eighteen months respectively with interest from the day of sale, - the purchaser to execute to said Special Commissioner or Commissioners separate Bonds in evidence of the deferred payments with good personal security and the title to the land to be retained until the further order of Court.

But before proceeding to sell said land said Special Commissioner or Commissioners will advertise the time place and terms of the sale by printed notices to be posted at least twenty days prior to the day of sale at the front door of the Court-

house of said County of Accomack
and at three or more public places
in the neighborhood of the sale and
premises and by publication of the
notice ~~once a week for three or~~ ^{once a week for three successive}
weeks in some convenient news-
paper, if one be convenient, and
~~will execute before the~~ each of said
Special Commissioners will execute
before the Clerk of this Court in his
office a separate Bond in the pen-
alty of Eight Thousand dollars
with good personal security, payable
to the Commonwealth of Virginia and
conditioned for the faithful discharge
of their duties under this decree
and any other decree they may be
required to execute in this suit,
and will obtain of said Clerk
a certificate that said Bond has
been executed and append ~~the~~
same or a copy thereof to the ad-
vertisement of the sale, and make
report to Court of their transactions
~~hereunder~~ and file with the report
the Bonds which may be taken
of the purchaser of said land.

Davis Heo ^{copied}

vs. } In Chy

Cartwright & al.

In the Circuit Court
of Hausenand County
April 18th. 1887

Decree

To be entered
C. M. Hill

Entered April 13th 1887

We consent to this decree &
represent all the parties.

Mo. H. Wright
W. J. Kilby also for
John Cartwright &
M. Cartwright's estate

M. L. J. Davis Esq.

vs.

Marmaduke Cartwright's
Admr. & al.

On the motion of the defendant, John Cartwright, it is ordered that he be allowed to file his answer to the bill in this cause within ninety days from the date hereof. And ~~this cause is continued etc~~ with the consent of parties given in open Court and hereby entered of record it is ordered that this cause may be submitted to the judge of this Court in vacation for decision or decree to be made therein in vacation. and this Cause is continued etc.

Dan's Hco.

vs. } In Chy

Cartwright & al.

In the Circuit Court
of Cass County
April 15th 1886

Order

To be entered

Geo. J. Scott

Grand Juror

M. L. J. Davis & Co

25

M. Cartwright's adm^r & als.

This cause came on this day to be heard upon the complainant's Bill and exhibits filed therewith, which was taken for confessed as to the ~~advers~~ defendants, who have failed to appear and plead, answer or demur, and was argued by Counsel.

On consideration whereof the Court doth adjudge, Order and decree that one of the Commissioners of this Court, after giving due notice to all the parties, do proceed to take, state and report to Court the following accounts:

- 1st An account of all debts due by Mannaduke Cartwright, Dec^d or by his Estate, with their dignities and priorities.
- 2^d An account of the transactions of Rev L. Fulgham, Sheriff and administrator of the Estate of Mannaduke Cartwright Dec^d, showing if any and what assets have come into his hands as such administrator, and what disposition has been made of the same.
- 3^d An account of all the Real Estate of which the said Mannaduke Cartwright Dec^d was seized with its fee simple and annual values
- 4th An account of all debts due to Mannaduke

Cautwright Dec^d, with the probable value of such
indebtedness, how evidenced and how secured.

5th An account of any advancements made by
said Mammaduke Cautwright during his life
time to any of his children, showing how the
same were made -

And make report to Court.

M. L. J. Davis & Co

20.

Cautwright's adv^{ts} & also -

Deeds for Acct^y

to be entered

Apr 28 1885.

Wm. B. Brown

M.

Wm. B. Brown & Co

Monthly Statement

Norfolk, Va.

188

Mr M. Cartwright

J. S. & A. T. Hofheimer, Dr
Wholesale Clothiers,

Terms

Corner Water and Commerce Streets.

To Mdse. as per Bills rendered.
Interest on
1/2 running since 81

113 80

2000

\$ 133 80

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

Your petitioners L. Hofheimer &
A. J. Hofheimer, merchants and partners in trade un-
der the name of L & A. J. Hofheimer, respectfully repre-
sent and shew to the Court, that Mannaduke Cart-
wright Dec? was at the time of his death indebted
to your petitioners, for goods, wares and merchandize
sold to said Cartwright, at his special instance and
request, in the sum of \$113⁸⁰ with interest thereon from
the day of 188 till paid, and that no part
of said account has ever been paid. An itemized ac-
count is herewith filed which your petitioners pray may
be taken as part of this petition.

That a Chancery suit has been instituted in this Court
by M. L. J. Davis &c against Geo. L. Fulgham, Shiff & Adm^r of
the Estate of Mannaduke Cartwright, Dec?, Saml Cartwright,
Margaret Megahoot & Geo. Cartwright, for a settlement of the
Estate of said Mannaduke Cartwright & the payment of all
debts due by him or his Estate. Your petitioners unite in all
the allegations of said Bill of Complaint, and pray to
be made parties Plaintiff to said suit, being willing
to contribute their proportion of the Expenses thereof,
and that their said account may be paid out of any
assets of said Mannaduke Cartwright's Estate, coming un-
der the Control of the Court in this Cause -

And your petitioners will ever pray &c

L & A. J. Hofheimer

By Geo. H. Wright Atty

Wright. p. 9.

McL. J. Davis & Co

v { In Chancery

Mc. Cartwrights adm^r & als.

Petition of
Z & A. T. Hoffheimer.

1885. March 12th. filed
col.

dear Mr

Eastwright & Co

The petition of Henry & Edward Brooks
respectfully represents that on the 27th of April 1885 of the
court of the County of Kent, they obtained a
judgment against John F. Fulham sheriff of Kent
County and committee of the estate of Harrold
Eastwright for £150.15 with interest from 27th April
1885 till paid, and £6.50 costs. as well
fully appearing copy of said judgment
herewith filed is part of this petition.

That no part of said judgment has been paid.

That your petitioners failed to present said
judgment before Comrs Kelly when taking
the account of the debts of the said Eastwright
, and they therefore are liable to have present
it, which they being may be allowed, &
that their debts may be paid out of the
estate of the said Harrold Eastwright deceased,
and they will ever pray &c

J. F. Brooks

Oct 11 '86

T. H.

Leaves 22

✓

M. Cortright's estate

Relation of
Mammy Sheridge's Book

JH
L. H.

1886 Oct. 11th. Filed
JH

Chowan Baptist Sem. Institute, Feb. 18, 1885.

Mr. Marmaduke Cartwright,
for Miss Maggie Urquhart (Grand-daughter)
1884 To J. B. Brewer Dr.

Feb. 15	To Board, Session 1883-4	\$108 00	
"	" " Literary Tuition	50 00	
"	" " Music	50 00	
"	" " Incidental Expenses	5 00	
Jun 1	" Books &c.	15 78	
"	" " Medicines	3 40	
	By Cash Oct. 2, 1883		\$90 00
		\$232 18	\$90 00
		\$142 18	

To Int. from July 1, '84

Affidavit to the above account.

Hartford County - ss

on this 18th day of February, 1885.

Before G. D. Parker a Notary Public for
the County of Hartford, and the aforesaid
personally appeared, and comes, J. B. Brewer
who being duly sworn, says, that
the above account as stated is just
and true, and that the sum of
one hundred and forty two dollars
and Eighteen Cents is still due
thereon.

I, J. B. Brewer
do hereby swear and subscribe
to before me, G. D. Parker
Notary Public for Hartford County, N.C.
and witness my hand and official seal
G. D. Parker Notary Public

To Hon Geo Blow, Judge of the Circuit Court of
Harrison County.

Your petitioner J.B.
Brewer, respectfully represents and shows to
the Court that Mamaduke Cantwright Dec^d
was, at the time of his death, indebted to your pe-
titioner in the sum of \$142¹⁸, \$ with interest from
the 1st day of July, 1884, for the board and tuition
of his grand-daughter, Maggie Mcgubert, and that
no part of said debt has ever been paid. An item-
ized account is herewith submitted, which your
petitioner prays may be taken as part of this
petition:

That a chancery suit has been institu-
ed in this Court by M. L. J. Davis & Co, against
Jno L. Fulghum Shff^r & Adm^r of the Estate of Mam-
aduke Cantwright, Dec^d, Sam^l Cantwright, Marg-
aret Mcgubert and Jno Cantwright, for a settlement
of the Estate of said Mamaduke Cantwright, Dec^d,
and payment of debts due by him or by his Estate.
Your petitioner joins in the all the allegations and
prayers contained in the said Bill of Complaint,
and prays to be made a party Plaintiff to the
said suit, being willing to contribute his propor-
tion of the Expenses thereof, and that his said ac-
count may be paid out of any assets of the said
Mamaduke Cantwright's Estate, which may come
under the control of the Court in this cause.

Wright, p. v.

McL. J. Davis & Co.

r { In Charge -

Mamuduke Cartwright's adm^r
+ als

Petition of
J. B. Brewer.

1885. March 12th Filed. cit.

And the petitioner will see that

J. B. Brewer

Wright, p. v.

Copy

This deed made this the 26th day of June A.D. one thousand eight hundred and eighty three between Marmaduke Cartwright and Martha his wife of the County of Housemond in the State of Virginia of the first part Benjamin T. Gunter of the County of Accomack in the State aforesaid of the second part and John W. Gillett of the last mentioned County of the third part :- Whereas the said Marmaduke Cartwright is indebted to the said John W. Gillett in the sum of three thousand and five hundred dollars (\$3500) for money loaned, which indebtedness is evidenced by the writing obligatory of said Marmaduke Cartwright bearing even date herewith made payable to the said John W. Gillett on demand and carrying interest after the rate of six per centum per annum from the date thereof till payment, - said interest to be paid semi-annually; and being so indebted the said Marmaduke Cartwright and Martha his wife are willing and desirous to secure to the said John W. Gillett or his assigns, the payment of said

sum of money and the interest which may accrue thereon according to the tenor and effect of the writing obligatory, aforesaid :-

Now, therefore, this Deed witnesseth: that the said Marmaduke Cartwright and Martha his wife for and in consideration of the premises and of one dollar to them paid by the said Benjamin J. Gunter, do grant, bargain sell and convey unto the said Benjamin J. Gunter, his heirs and assigns forever with general warranty of title, that certain tract or parcel of land situate, lying and being in said County of Accomack which formerly belonged to George S. Powee and which by deed bearing date on the 15th day of September 1874 and now of record in the Clerk's office of the last named County was conveyed to said Cartwright by William P. Moore and wife and which premises contain three hundred and fifty acres, of high land, more or less, besides the marsh land thereto attached and belonging and are bounded on the north by the lands

of Thomas Johnson, on the East by the tract of land known as Hedera Cottage, late the property of Eliza Maria Scarborough and by Ocohanock Creek, on the South by said Creek and on the West by the Chesapeake Bay, with the privileges and appurtenances to the said premises belonging or in any wise appertaining To have and to hold the hereinbefore conveyed premises with the appurtenances unto the said Benjamin P. Gunter, his heirs and assigns forever upon trust, nevertheless, that ~~the~~ said grantors shall be permitted to retain the possession of the said premises and to take the rents, issues and profits thereof until default shall be made in the payment of said sum of money or of any interest which may accrue thereon; and then upon the further trust that so soon after such default made in the payment of said sum of money, or of any one of the semi-annual installments of interest thereon, as the said Benjamin P. Gunter shall be requested by the said John W. Gillett or his assigns

the said Gunter shall proceed to make sale at public auction of the before described premises and to execute the trust hereby created, he being governed in the execution thereof by the statute law of Virginia now in force, except that said sale shall be made upon reasonable terms of credit to be fixed and determined by said trustee in his discretion and at least twenty days' previous public notice of the time, place and terms of said sale shall be given by advertisements posted at the front door of the County Courthouse of said County of Accomack and at three or more public places in the neighborhood of the sale and premises. And the said Marmaduke Cartwright covenants that he will, during the continuance of this trust and until the before mentioned sum of money is fully repaid to said Gillett, or his assigns, at his own cost, effect insurance in some good solvent fire insurance Company in Virginia for at least one thousand five hundred dollars

on the buildings located on said premises two thirds of which amount shall be taken on the main residence; and will assign the Policy of Insurance, having first obtained the consent of the Insurer to such assignment, to the said trustee as additional security for the payment of said sum of money and the interest thereon; and that if said Cartwright shall fail, neglect or refuse to keep said buildings insured as aforesaid, then the said trustee or the said John W. Gilett may cause such insurance to be taken at the expense of him the said Cartwright and the premiums and all charges paid or incurred in effecting such insurance, if not paid by said Cartwright upon request shall be a charge on the trust property herein conveyed in the same manner and to the same extent as the before mentioned sum of money and interest are.

And the grantors do further covenant that they will pay all taxes levies and assessments which may

Mamadukey ^{this} Cartwright seal
mark

Martha^{her} x Cartwright seal
mark

State of Virginia }
Accomack County } to wit:

I, Wilbur J. Kilby, a Notary Public in and for the said County in the said State of Virginia, do certify that Marmaduke Cartwright, whose name is signed to the writing above bearing date the 26th, day of June A.D. 1883, has acknowledged the same before me in the County aforesaid; and I, the said Notary Public, do also certify that Martha, the wife of said Marmaduke Cartwright, whose name is also signed to the said writing, personally appeared before me in said County and being duly examined by me privily and apart from her husband and having the said writing fully explained to her, she, the said Martha Cartwright acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it.

Given under my hand this 12th day of July A.D. 1883.

Wilbur J. Kilby
Notary Public
Accomack County Court Clerk's

office, August 21st, 1883. This deed
from Marmaduke Cartwright and
Martha his wife to Benjamin T.
Gunter, Trustee for John W. Gillett
was with the certificate of the ac-
knowledgment thereof, thereto annex-
ed, received by me in the Clerk's of-
fice this day and admitted to re-
cord.

Teste: M. Aldham Dy. for
Wm H. B. Custis, C. A. C.

Davis & Co.

N. J. } In Chy.

Cartwright's Per.
Rep. & als.

Exhibit-No. 1
filed with the
answer of
John Cartwright
8 July 1886

In the Circuit Court of Chause-
mond County, Va.

M. L. J. Davis Hco.

Against } In Chancery

Marmaduke Cartwright's Personal
Representative and others.

The Answer of John Cartwright
one of the defendants to the Bill
of Complaint exhibited against
him and others in the Circuit
Court of Chausemond County by
M. L. J. Davis and B. D. Thomas
merchants and partners in trade
under the name of M. L. J. Davis
and Company, who sue for them-
selves etc. Complainants:

This Respondent reserving to
himself the benefit of all just
exceptions to said Bill for an-
swer thereto, says. —

That it is true as stated in
said Bill that Marmaduke
Cartwright died testate in the
month of October A. D. 1884 pos-
sessed of but little personal

estate; that he was indebted to the Complainants to the extent claimed by them in their Bill; that he died seized and possessed of a valuable tract of land in the State of Texas and of another tract in Accomac County in the State of Virginia; that since his death his widow, Martha Cartwright has departed this life testate; that Exhibit B. filed with said Bill is a true copy of his will and Exhibit C. filed with the Bill is a true copy of her will; that the heirs and distributees of said Marmaduke Cartwright are his three adult children, namely, Samuel Cartwright, Margaret Urquhart, and this defendant; that the estate of said Marmaduke Cartwright was committed to the hands of the Sheriff of said County for administration as stated in said Bill, but no personal nor other assets have come into his hands for administration.

But this defendant denies

the right of the Complainants as claimed in their Bill to have said will of Marmaduke Cartwright set aside and annulled, and also denies that by his will the said Marmaduke Cartwright devised to his wife, said Martha, the said land in Accomac County, Virginia.

This defendant says that by a deed of Bargain and Sale dated the 29th. day of August 1883 and recorded the 31st. day of August 1883 on page 115 of deed book No. 12 in the office of the Clerk of the County Court of said Accomac County, the said Marmaduke Cartwright and wife sold and conveyed to this defendant for the sum of five thousand dollars, a parcel of land, known as Sleepy Hole farm in Sleepy Hole Magisterial District in said Accomac County, containing 100 acres, more or less, and bounded by the lands of John H. Wright and James Wagner and Accomac River.

This defendant denies that a large part of the purchase-money for this land remains unpaid and is liable for the debts of said Marmaduke Cartwright. On the contrary this defendant says that the full amount of the purchase-money was paid to said Marmaduke Cartwright and that no part of it remains unpaid and that neither this defendant nor his said land is in any manner liable for the debts of said Marmaduke Cartwright.

And this defendant also denies that he is otherwise or in any manner indebted to said Marmaduke Cartwright or his estate.

And this defendant says that said Marmaduke Cartwright has never sold and conveyed to him any land in said Claiborne County other than as above stated.

By reference to the will of said Marmaduke Cartwright it will be seen that he died

intestate as to said land in Texas and that instead of devising said land in Accomac County, Va. to his wife, he says, he desires that it be sold and ^{gives} the surplus, after the satisfaction of a lien upon it, to his wife, said Martha.

And by reference to the will of said Martha, it will be seen that she directs said surplus to be divided equally between her two grand-daughters, Willie Anna Jackson and Irene Vernon Cartwright after the payment of five dollars thereof to this defendant.

And this defendant says that the personal estate of said Marmaduke Cartwright consisted only of a few articles of household furniture, all exempt under the law from being taken for the satisfaction of his debts, for the benefit of his family.

That the lien mentioned in the will of said Marmaduke Cartwright as being upon said land in Accomac County Va.

was created by a deed of trust executed by said Mamaduke Cartwright and wife on the 26th. day of June 1883 and recorded in said Accomac County on the 21st. day of August 1883, whereby the land was conveyed to Benj. T. Gunter, Trustee, to secure the payment of the sum of \$3500. due by said Mamaduke Cartwright to John W. Gillet, as will appear by a copy of said deed herewith filed as part of this answer and marked "Exhibit C to 1".

That the said sum of \$3500. is still due and unpaid.

That, inasmuch as the said Mamaduke Cartwright left no estate, except said two parcels of land, for the satisfaction of his debts, that parcel of the land in Texas as to which the said Mamaduke Cartwright died intestate, must under the law, be first subjected to the satisfaction of said debts, and that the Complainants have no

right to proceed against the
land in Accomac County. Va.
until that in Texas shall have
first been subjected to the satis-
faction of their claim, ~~for other-~~
~~wise the specific devise of the~~
~~former would be defeated.~~

This defendant, therefore, prays
the judgment of the Court as
to whether the Bill of the Com-
plainants can or ought to be
maintained.

And having fully answered,
the said defendant prays to be
hence dismissed with his rea-
sonable costs in this behalf ex-
pended and he will ever pray
etc.

John Cartwright

Wilbur J. Kilby, p.d.
8 July 1886

State of Virginia }
Chaucesmond County } to wit,

This day personally ap-
peared before me, Wilbur J. Kilby
a Notary Public in and for the
County and State aforesaid, John

Cartwright whose answer is above written and made oath that the statements contained in said answer so far as made of his own knowledge are true, and so far as made from knowledge or information derived from others he believes to be true.

Given under my hand this 8th day of July A. D. 1886.

Wilbur J. Kilby
Notary Public.

M. L. T. Davis Hco.

vs. } In Chy.

M. Leartwright's Per.
Ref. and others

Answer of
John Leartwright

1886. July 8th Filed
clk

At a Monthly Court continued and held for
Nauvoo and County, the 28th day of February, 1885.

On the Motion of M. L. J. Davis Esq: it is ordered,
that The Estate of Marmaduke Cartwright, deceased, be com-
mitted to John L. Fulgham, Sheriff of this County, for admin-
istration, with his will annexed, according to law: it appearing
that the said Marmaduke Cartwright has been dead more
than three months, and no person having applied for adminis-
tration on his estate.

A Copy:

Teste:

Peter B. Prentiss, Clerk.

Copy order of Newsum and
Co. Co. Commission, Marma -
in the Carlwright's Estate
to Shaffer: hands:

Exhibit
(20")

My Last Will and Testament -

I am of sound mind, and make this Will with the fear of God,
before my eyes -

I die possessed of a piece of land devised to me by the late Man-
maduke Cartwright of Sleepy Hole township, Nausaunand County
Virginia - and known as the Eastern Shore farm - this property,
was formerly owned by William Moore of Suffolk Virginia,
and is situated in Accomac County Va - There is a deed of Trust
on it to the amount of Three Thousand five hundred dollars
(3500[#]) - I wish this property at my decease to be sold,
and first, the party, who holds this deed of Trust to be satisfied,
or in other words to be paid off, and the remainder or residue
to be divided equally between my two Granddaughters, Willie
Anna Jackson, of Magnolia, Nausaunand County Virginia, and
Irene ^{Virginia} Cartwright of Sleepy Hole, Nausaunand Co Virginia -
To my son John Cartwright, out of the proceeds, I bequeath
five (\$5) dollars.

Witnesses

Elias Parsons

Com: A. Robinson

Kate G. P. Woods

Martha ^{Her} Cartwright 
Mark

November 13, 1884 -

At a Monthly Court continued and held for Nausaunand County,
the 11th day of February, 1885.

This Last Will and Testament of Martha Cartwright, late of this County, deceased,
was this day fully proved by the oaths of Com: A. Robinson and Kate G. P. Woods,
two of the subscribing witnesses thereto and was thereupon ordered to be recorded.

Teste: Peter B. Prentiss, Clerk
A Copy: Teste: Peter B. Prentiss, Clerk.

Xmd

Martha Cartwright's

Will
(a copy)

Exhibit
("b")

In name of God, Amen, I, Marmaduke Cartwright, being
of sound and disposing mind and memory, ^{the uncertainty} & considering of
this mortal life, do make and declare this my last Will and
testament, in manner and form following -

Item I It is my desire that my real estate in the Eastern
Shore of Va. be sold, and after a lien on said property is
satisfied, then, the balance I give and bequeath to my wife,
Martha Cartwright.

Item II. I loan to my wife, during her life, all of my house
hold & kitchen furniture; and, at her death, I give & bequeath
the same to my grand daughter, Maggie Urquhart.

Witness my hand and seal, this, the 7th. day of
February, 1884.

Witnesses

Marmaduke ^{his} Cartwright Seal
mark

Wm: J. Jordan

E. L. Everett

F. Woodward

At a Monthly Court held for Nauseland County, the
8th. day of December, 1884.

This Last Will and Testament of Marmaduke Cartwright,
late of this County, deceased, was this day fully proved by the
Oaths of Wm: J. Jordan and F. Woodward, two of the subscribing
witnesses hereto, and was thereupon ordered to be recorded.

Teste:

Peter B. Prentiss. Clerk

A Copy:

Teste:

Peter B. Prentiss. Clerk

Xind

Marmaduke Cartwright's

Will
(a copy)

Exhibit
("B")

\$563⁶⁰ On demand with
interest from date at 6% per
annum we promise to pay to
M L T Davis ^{or order} Five hundred
and sixty three ^{60/100} Dollars for
value received in purchase of
Merchandise for use of M. Cartwright
of Nansemond County Va. without
defalcation. And we make
do hereby waive the benefit of
our Homestead exemption as to
this debt. Given under our
hands and seals this 13th May
1884

M Cartwright
or J. L.
John Cartwright

Seal
Seal

"a"

M. L. J. Davis

25 { 4 Xlts. files with
the bill

John L. Fulgham, Sheriff & Auditor

W. Marmaduke Cartwright died Feb 11.

To Hon Geo Blow, Judge of the Circuit Court of Kansas
several counties.

Complaining shew unto your
Honor, your Orators M. L. J. Davis and B. D. Thomas,
merchants and partners in trade under the name
of M. L. J. Davis & Co, who sue for themselves and such
other Creditors of Mamaduke Cartwright Decd as shall
come in and seek relief by, and contribute to the costs
of this suit; That the said Mamaduke Cartwright, was
during his life time and at the time of his death indebted
to your Orators in the sum of \$563⁶² with interest
thereon from the 13th day of May 1884, till paid, as
will appear by bond herewith duly filed, marked "A"
and prayed to be read as part of this bill; that on or
about the 9th day of October 1884, the said Mam-
aduke Cartwright, departed this life, leaving a will,
^{a copy of which is}
herewith filed marked "B" and prayed to be read as part
of this bill; that at the time of his death, the said
Mamaduke Cartwright was possessed of very little
personal Estate, certainly not enough to pay his in-
debtedness, but that some time previous to his
death, the said Mamaduke Cartwright had sold
and conveyed to his son Jos Cartwright, a valuable
farm in the said County, on which, as your Orators are
advised and believe, and therefore allege, a large part
of the purchase money remains unpaid, and is there-
fore liable for said debts; and your Orators are also ad-
vised and believe, and therefore allege, that the said

Isaiah Bartwright is otherwise indebted to the Estate of the said Mammaduke Bartwright, than for the purchase price of the said farm. Your Orators further allege that the said Mammaduke Bartwright, was at the time of his death seized and possessed, in fee simple of a large tract of valuable land in the State of Texas, on which there is no incumbrance; that by his said will he devised to his wife, Martha Bartwright, since deceased, in fee simple, a valuable farm in the County of Accomac, in the State of Virginia, subject to an incumbrance thereon, which your Orators believe to be much less than its real value, and which will your Orators pray to have set aside and annulled, if other assets shall prove insufficient to pay the debts due by said Mammaduke Bartwright. That since the death of the said Mammaduke Bartwright, his widow, Martha Bartwright, has also departed this life, having left a will, a copy of which is herewith filed, marked "C" and prayed to read as a part of this bill. That since the death of the said Martha Bartwright, his widow, the only distributees of the said Mammaduke Bartwright's Estate, are his three children, Samuel Bartwright, Margaret Mergant, and Isaac Bartwright; and that by an Order of the County Court of Lancaster County made on the 25th day of February, 1885 (a copy of said Order being herewith filed marked "D") the Estate of the said Mammaduke Bartwright Decd, was com-

mitted to the hands of Mrs L. Fulgham, Sheriff of the said County for administration, but so far as your Orators are advised and believe, no personal assets have come into his hands for administration, Now your Orators are advised and believe that in the absence of sufficient personal assets, all the Real Estate of which the said Mammaduke Cartwright died seized, is liable for the payment of his debts. But as your Orators are without remedy in the premises and can only have relief in Equity where matters of the kind are alone and properly cognizable and relievable, your Orators pray that the said Mrs. L. Fulgham, Sheriff and administrator of the Estate of Mammaduke Cartwright Decd., Samuel Cartwright, Margaret Miquelant and Mrs Cartwright be made parties Defendant to this bill, and required to answer the same on their oath, according to the best of their knowledge, information and belief, as fully and particularly as if the statements of this bill were here again repeated and the said Defendants were there to specially interrogated; that One of the Commissioners of this Court may take an account of the personal Estate which came to the hands of the said Administrator and the disposition thereof, and of all debts due to the said Mammaduke Cartwright Decd., from any parties whatsoever, and whether the same are solvent or otherwise; also an account of all debts due by said Mammaduke Cartwright, with their dignity and priority; and if the assets be insuff-

* And Your Orators give notice that during the progress of this suit, they shall ask for the allowance of proper Counsel's fees -

sufficient to pay the debts proven against the said Marmaduke Cartwright, that said Commissioner may take an account of all the Real Estate of which the said Marmaduke Cartwright died seized, together with its fee simple and annual value, and make report to the Court.* And that Your Orators may have such other and general relief as the nature of their case may require, or to Equity shall seem proper. And Your Orators will ever pray &c.

Jno. H. Wright J. C.

Verdemonand Camelf. to wit:

I Jno. H. Wright a Notary Public for the County aforesaid in the State of Virginia, do certify that M. L. J. Davis, a member of the firm of M. L. J. Davis & Co. has made oath before me, that the allegations of the foregoing bill of Complaint, so far as made of his own knowledge, are true, and so far as made upon knowledge or information received from others he believes them to be true.

Given under my hand this 26th day of Feb 1885
Jno. H. Wright N. T.

Ans. H. Wright. p. 8.

M. L. J. Davis & Co

v } In Chgo

Mamudake Castinight's Adm^r
+ ac

Dill + Exhibts

Nauseum and Civ: Ch

Chy. Notes

J. N. Wright Esq
W. L. S. Davis Esq
W. J. Ingham Esq
Fulham Sheriff
Cartwright & Co Esqs

1909
July 16th
Final Decree

W. L. S. Davis Esq

Inwardike Cartwright Bond, Dated June 26th 1883,
 on demand, carrying Int. from date, — \$3500.00
 Bond credited in the 2 years Int.
 Int. from June 26th 85 to June 27th 87 — \$420.58
 Loss paid Dec. 1st 86. 100.00 320.58
 Premium paid for Insurance, Feb. 22nd 87. 15.00
 \$3835.58

M. Cartwright
To John W. Gillet

To Amt. of Bond \$3500 00
" Int. from 26 June 1883 to
26 June 1885 - 2 y. 420 00

Paid 26 June 1885

3920 00

420 00

3500 00

" Int. from 26 June 1885 to 26
~~to~~ Dec. 1886 - 1 y. 6 m.
Paid 26 Dec. 1886

315 00

100 00 215 00

\$3715 00

Paid Prem. for Insurance
22 Feby 1887

15 00

3730 00

Int. on \$3500 from 26 Dec.
1886 to

CHANCERY SUMMONS.

The Commonwealth of Virginia

Sergeant of the City of Norfolk

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

YOU ARE HEREBY COMMANDED TO SUMMON

*John Neeley and
Upshur B. Quimby Trustee.*

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 *April* next to answer a

Bill in Chancery, exhibited against them and others
in the said Court by *M. L. J. Davis & B. D. Thomas,*

*merchants & partners in trade under the
name of M. L. J. Davis & Co., who sue
for themselves and such other cre-
ditors of Marmaduke Cartwright decd.
as shall come in and contribute to
the costs of this suit*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *6th* day of *March* 1886, in the *110th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

We accept service of the within writ.

John Kelly &
Ussher B. Quinlan, Trustees
of Holladay & Kelly, their
Attorneys —

Original

M. L. J. Davis, Clerk

vs. E. S. Davis, Chy.

John Kelly and

vs. Ussher B. Quinlan, 1886

Attorneys and Co: Co

Chy.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

Accomac

TO THE SHERIFF OF NANSEMOND COUNTY GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Benjamin J. Guither*

Trustee and John W. Gillett

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 *April* next to answer a

Bill in Chancery, exhibited against them and others
in the said Court by *M. L. J. Davis & B. D. Thomas,*

Merchants & partners in trade under the name of M. L. J. Davis & Co., who sue for themselves and such other creditors of Morimade Cartwright dead as shall come in and contribute to the costs of this suit

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *6th* day of *March* 188*6*, in the *110th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

We accept service of the within writ of Summons, and agree to
the taking of all necessary Accounts in the cause with the
understanding that the debt of Geo. McGill of heretofore reported
by George Hisby shall be embraced in any new Account of
debts, which may be taken and shall be given its proper priority
as a lien on the lands of the late Hammadike testator
located in the County of Accomack.

1886 March 10th

W. McGill.

Benjamin J. Hunter

W. L. J. Davis Esq.

at E. Smith's City.

Benjamin J. Hunter Esq.

Mason and Co.

File 16.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY - GREETING :
YOU ARE HEREBY COMMANDED TO SUMMON *John L. Fulgham, Sheriff*
and *Administrators of the Estate of Marmaduke Cartwright, deceased;*
Samuel Cartwright, Margaret Hegabart and John Cartwright

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the first Monday in *March* next to answer a
Bill in Chancery, exhibited against *them*
in the said Court by *M. L. J. Davis and B. W. Thomas, merchants*
and partners in trade, under the name of *M. L. J. Davis & Co.* who sue
for themselves and such other creditors of *Marmaduke Cartwright,*
deceased, as shall come in and contribute to the costs of this suit,

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *25th* day of *February* 188*5*, in the *109th*
year of the Commonwealth.

Teste :

Peter B. Prentis Clerk.

^{Wright p. 9}
M. L. J. Davis Ho: dr

[#]₂₅ { Sum. in Chy.

John L. Fulgham, Sheriff &
Adm^r: of Massena & the Cant-
onight, dec'd & al:

To March Rules, 1885.

Due and legal service
of this process is hereby
acknowledged by me.

Samuel Cartwright

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY - GREETING :
YOU ARE HEREBY COMMANDED TO SUMMON *John L. Fulgham, Sheriff and*
Administrator of the Estate of Mammaduke Cartwright, deceased,
Samuel Cartwright, Margaret Magahant and John Cartwright,

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the first Monday in *March* next to answer a
Bill in Chancery, exhibited against *them,*
in the said Court by *M. L. J. Davis and B. W. Thomas merchants*
and partners in trade under the name of M. L. J. Davis & Co. who sue
for themselves and such other Creditors of Mammaduke Cartwright,
deceased, as shall come in and contribute to the costs of this suit,

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *25th* day of *February* 188*5*, in the *109th*
year of the Commonwealth.

Teste :

Peter B. Prentis Clerk.

Executed Feb^y 27/1885 and a copy~~ies~~ delivered to
each of the within named defendants

J. W. West
J. L. Fulgham
Dept for
Shuff

1 Wright. b. 9
M. L. J. Davis Ho: Cu

20 { Same: in Chy: }

John L. Fulgham, Sheriff
& Adm^r: of Mammaduke
Court right, deid Sal:
To March Rules, 1885.

Pro: B. No: 1. page
Per: Co: ✓

Know All Men by These Presents, That we, *Wilbur J. Kilby,*
L. Clay Kilby and Martha J. L. Kilby

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Eight thousand (8000)* DOLLARS, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. ~~Sealed with our seals, and dated this~~ day of ~~in the year one thousand eight hundred and eighty~~, and in the ~~year of the Commonwealth~~. The obligors herein hereby waive all benefit of the homestead exemption as to the obligation of this bond, and also waive any claim, right or privilege to discharge any liability arising under said bond in any currency, funds, counter claims or offsets other than legal tender currency of the United States. *Sealed with our seals, and dated This 3rd day of May AD, 1887, and in the 11th year of the Commonwealth.*

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bound

Wilbur J. Kilby,

~~was by a Decree of~~ who ~~on this day qualified before the~~ *Circuit* Court of Nansemond County, ~~involvement on the 18th day of April, 1887, in the Chancery Cause of M. L. J Davis & Co. vs. the Defendants: against John L. Finkham, Sheriff, and Administrator of the Estate of Mary Ann Duke Cartwright, deceased, &c. are Defendants, appointed one of the~~ *Special* Commissioners to sell certain Real Estate, in said Cause described, shall faithfully discharge his duties as such Commissioner under said Decree, and any other Decree he may be required to execute in said Cause,

~~shall faithfully discharge the duties of his said trust,~~ then the above obligation to be void, or else to remain in full force and virtue.

Executed in presenee }
of the Court.

Peter B. Prentiss. Clerk

Wilbur J. Kilby
L. Clay Kilby

Martha J. L. Kilby



Wm J. Kelby. Secy.
Commiss

D. S. Bond

Commonwealth

May 3rd: 1887
H. J. Bond

Know All Men by These Presents, That we, *John H. Wright, Amos Wilson and Claudius W. Wright*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Eight thousand (8000)* DOLLARS,

to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. ~~Sealed with our seals, and dated this _____ day of _____~~
~~in the year one thousand eight hundred and eighty _____, and in the~~

~~year of the Commonwealth.~~ The obligors herein hereby waive all benefit of the homestead exemption as to the obligation of this bond, and also waive any claim, right or privilege to discharge any liability arising under said bond in any currency, funds, counter claims or offsets other than legal tender currency of the United States. *Sealed with our seals and dated the 3rd day of May, AD, 1887 and in the 11th year of the Commonwealth.*

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bound

John H. Wright,

~~was, by a Decree of~~
who ~~has~~ ^{was} ~~this day qualified before the~~ *Circuit* Court of Nansemond County, pronounced on the 18th day of April, 1887, in the Chancery Cause of *W. L. J. Davis & Co. who* ~~et al. vs. et al.~~ *are Plaintiffs,* against *John L. Polzhan, Sheriff and Administrator of the* ~~the~~ *Estate of Marmaduke Catmough, deceased, et al. are Defendants,* appointed one of the Special Commissioners to sell certain Real Estate in said Cause described, shall faithfully discharge his duties as such Commissioner, under said Decree, and any other Decree he may be required to execute in said Cause,

~~shall faithfully discharge the duties of his said trust,~~ then the above obligation to be void, or else to remain in full force and virtue.

Executed in presence }
of the Court }

Peter B. Prentiss, Clerk

*John H. Wright
Amos Wilson
C. Wright*



John H. Wright, Spl: Commr.

To S Bond

Commonwealth



1887.

May 3rd:

Estate of H. Cartmights dec^d.

1884 To W. L. Jordan Dr

Feb. 6.	To visit with medicine to M. Cartmights	\$2.00
" 7.	" " " " " " " "	2.00
" 8.	" " " " " " " "	2.00
" 9.	" " " " " " " "	2.00
" 10.	" " " " " " " "	1.75
" 12.	" " " " " " " "	1.75
" 14.	" " " " " " " "	1.75
" 17.	" " " " " " " "	2.00
July, 24.	To visit with medicine to Mrs Cartmights and prescription for Mr. Cartmights	2.25
Aug. 25.	To medicine for Mr. & Mrs. Cartmights	1.00
" 30.	To visit with medicine to Mr. " "	2.00
		<u>\$20.50</u>

Estate of
M. Cadmigh
\$2050⁰⁰

✓

Accomack Co. St. Va.

Sept. 25th 1885.

W. H. A. Kirby Esq.

Dear Sir,

Your^{rs} of the 23rd inst. was recd. to day. I enclose a copy of Mr. Marmaduke Cartwright's Bond to me and of the credit for the m^y payment made thereon; — also the original Deed of Bond given to secure payment of Bond. Please return the Deed to me when you are through with it.

The fee-simple value of the premises conveyed is from \$4000 to \$4500, — the annual value from \$300 to \$325. Mr. Le. Agard has represented the rental as being some \$400. The premises have been rented for a share of the crop, and of course fluctuate, as seasons or prices of produce vary. I believe the sum named by me is a full cash rent.

I concur with you in the opinion that
I should have been made a party to the
will, as holding a lien I have a direct
interest in the subject matter.

I am, truly yours,

W. L. Gillet

John W. Gillet
1885

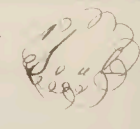
(Copy.)

On Demand, I, Mammadike Cartwright, bind myself
and my heirs to pay to Mrs. W. L. Lill of the sum of Three
thousand five hundred Dollars (\$3500), for money loaned, with
interest thereon after the rate of six per centum per
annum from the date hereof till payment, - said inter-
est to be paid semi-annually, that is to say, three per
centum on said principal sum at the termination of
each and every period of six months from the date hereof
till said principal sum is fully paid; - the sum of
money herein named and the interest thereon being the
same the payment whereof is secured by a Deed of Trust,
bearing even date herewith from me and Martha, my
wife, to Benjamin J. Luntor, trustee for the benefit of
said Lill. And I waive the benefit of my Home-
stead Exemption as to the debt named in this obligation.
Witness my hand and seal, this 26th day of June, A.D.,
one thousand eight hundred and eighty three.

Witness,

Willis A. Wilby.

John Cartwright.

Mammadike ^{his} Cartwright. 
mark

1884 Sept. 29th - Credit this Bond with one year's Interest
(\$210), paid through Mr. E. Jacob, to whom receipt was given
W. L. Lill.

Virginia;

Matheson County, Mich:

I John M. Wright, a
Notary Public for the State of County aforesaid
do ~~the~~ certify that A. J. Hoffmann, of the firm
of J & A. J. Hoffmann, has personally made oath before
me in my said County, that the annexed account
against M. Cartwright is correct and justly due
and that no part of the same has ever been paid.
Given under my hand this 19th day of Sept
1885

John M. Wright N. P.

Norfolk, Va.

188

M M Cartwright



Z. & A. T. HOFHEIMER,

Wholesale Clothiers,

Cor. Water & Commerce Streets.

Terms:

Dec 20/81	1	Suit		16		
	1	over coat		13		
	1/2	ooz Pants	1150	5 75		
	6	"	100	6		
	1	Boys suit		9 25		
		fst paid		10		50 10
Febr 21/82	1	Suit		11 50		
	1	"		13 50		25 00
Mch 22	1	Suit		9 00		9 00
May 17	1	Suit		12 50		
	1	" Boys		5 50		
	1	"		7 00		
	1	ooz shirts		4 25		
	1	" drawers		3 50		
	6	coats + Pants	225	13 50		
		Case way + freight		55		
				46 80		
		Crby one boys suit returned		5 50		41 30
June 5	1	Suit		16 00		
	1	" Boys		5 75		
				21 75		
		Crby cash		1 75		20 00
July 16	1	ooz shirts		4 50		
	1	" drawers		4 00		
	2	Pants	200	4 00		
	3	vests	100	3 00		15 50
Aug 9th	2	Suits	1250	25 00		25 00
" 16	1	Suit		10 00		
	1	"		15 00		
	1	Pants + vest		6 75		
		Freight		10		31 85
Sept 27	1	Pants		3 00		3 00
" 7	1	Pants		4 00		
		Fst Paid		10		4 10
		amt over				

1882		M Cartwright Continued			224.85	
oct 10		amt forward				
	2	Suits	675	13 50		
	1	"		12 00		
	1	"		8 00		
	1	"		6 50		
	1	"		6 50		
	4	"	350	14 00		
	1	"		5 50		
	2	"	6 00	12 00		
	2	"	12 50	25 00		
	2	"	10 00	20 00		
	4	Coats & Pants	350	14 00		
	6	"	175	10 50		
	2	Pants	125	2 50		
	4	"	125	5 00		
	6	"	100	6 00		
	1	soz drawers		4 00		
	Case storage 75 freight pd 65			<u>1 40</u>	166.40	d
nov 9	1	Boys Suit		<u>3 75</u>	3 75	
" 29	2	Coats & Pants	350	7 00		
	1	over coat		15 00		
	6	Pants	1 00	<u>6 00</u>	28.00	
dec 14	ft on ocoat Exchange			<u>10</u>	10	
" 21	1	soz Shirts 400 ft pd 10		<u>4 10</u>	4.10	
april 12/83	6	pants	1122	6 75		
	1	soz drawers		8 50		
	1	" Shirts		4 00		
	1	" overalls		6 00		
	Freight paid			<u>10</u>	20.35	
May 17/82	br by cash		40.00	447.55		
July 10.	"	"	57.00			
" 26	"	"	25.54			
aug 17	"	"	12.00			
mch 15/83	"	"	125.00			
aug 13	"	"	50.00			
Jan 14/84	"	"	<u>242.10</u>			
Interest						
				333.75		
				113.80		
				<u>20.00</u>		
				133.80		

M. L. J. Davis Ho.

vs. } In Chy.

Cartwright's Per. Rep.

Evidences
of
debts.

1888 August 20th Received of Wil-
bur J. Kilby and John H. Wright Spe-
cial Commrs. Three thousand five
hundred and seventy-five and
³⁰/₁₀₀ dollars on account of my
claim against Marmaduke Cart-
wright for the sum of \$3990.⁰⁰ as
specified in the Report of Commr. Wil-
bur J. Kilby filed on the 15th day of
September 1886 in the Chancery suit
depending in the Circuit Court of
Household County, Va, between
M. L. J. Davis & Co. Complainants and
Marmaduke Cartwright's Per. Rep.
and others, Defendants, - the pay-
ment of said sum of \$3575.³⁰ being
in pursuance of the decree entered
in said suit on the 9th day of
August 1888.

M. L. J. Davis

To the Circuit Court of Cham-
semond County, Va.

In pursuance of the de-
cree pronounced in vacation
on the 9th. day of August 1888 by
the Judge of the Circuit Court
of Chamsemond County in the
Cause or suit in Chancery in
said Court depending between
M. L. J. Davis & Co. Complainants
and Marmaduke Cartwright's
Per. Rep. and others, defendants,
the undersigned respectfully
report to Court that they have
received of the Clerk of said
Court, and given him a re-
ceipt which has been filed
with the papers in said Cause
for, the three Bonds of John W.
Gillet, mentioned in said de-
cree, with Benj. T. Gruter surety
thereon, two of them being each
for the sum of \$1116.⁶⁷ and one
of them for the sum of \$1116.⁶⁶ bear-
ing interest from the 27th. day
of June 1887 and that they have
collected the money for said
bonds together with the interest
due thereon and have disbursed

the money in the manner specified in said decree as will appear by the following statement and the vouchers hereto attached:

Statement

By Principal sum of said Bonds. $\$1116.\frac{66}{100} - \$1116.\frac{67}{100} = \$1116.\frac{67}{100} =$				\$3350 00
" Interest on \$3350. from 27. June 1887 to 20 August 1888 1 year. 1m. 23 ds.				230 60
				3580 60
By Cash in the hands of the undersigned as specified in said decree.				24 70
To paid R. R. Prentiss, Comr. his fee, per net.	\$20 00			
" " Fee for writing deed conveying to the purchaser, the land sold under proceedings in said cause.	10 00			
" " John W. Gillet on account of his claim against said Mamaduke Cartwright for $\$3990.\frac{00}{100}$, per said decree and his receipt.	3575 30			
	3605 30		3605 30	

A deed with special warranty
in the usual form has been
made, as directed by said de-
cree, to said John W. Gillet
conveying to him the parcel
of land mentioned in said
decree and sold to him un-
der proceedings in said suit.

Respectfully submitted this
20th day of August 1888.

Wilbur J. Kilby }
John H. Wright. } Cours.

Received of Wilbur J. Kilby
and John H. Wright, Cours, the
sum of twenty dollars charged
in the above Report as paid
to me.

Rob. R. Prentiss, Commr.

Davis Hco.

vs. } In Chy.

Cartwright & als.

Report of Collections
and disbursements
20th August 1888

1855. Sept. 6th. Filed
clk

Commissioner's Office,

SUFFOLK, NANSEMOND COUNTY, VA.

1. March 1888

To

M. L. J. Davis and B. D. Thomas, merchants
and partners in trade under the name of M.
L. J. Davis & Co., who sue for themselves etc.

Plaintiffs,

and

John L. Fulgham, Sheriff of Nansemond County
and Administrator of Marmaduke Cartwright dec'd,
Samuel Cartwright, Margaret Urquhart and
John Cartwright

Defendants.

You are hereby notified that I have fixed upon the 15th day of March 1888,
next, to take and settle, at my office, the following accounts, to-wit:

"An account of the rents and profits from
the real estate of which Marmaduke Cart-
wright died seised and possessed in Accomack
County in this State, and mentioned and
described in the papers in this cause,
showing the amount thereof, by whom
the same have been received, and what
disposition has been made thereof, and
who may be entitled thereto from the
time of the death of Marmaduke
Cartwright in October 1884 to the
time of the sale of said land on
the 2nd day of June 1887"

required to be taken by the decree of Nansemond Circuit Court, rendered on the
second day of November 1887 in a suit in Chancery depending in
said Court, in which you are parties, plaintiffs and defendants; at which time and place you
are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year
first aforesaid.

Rob. R. Prentiss,
Commissioner in Chancery.

We severally acknowledge legal and
sufficient service of the within notice.

Ino. H. Wright, p.c.

Milbur J. Kilby, Atty. for
John Cartwright and Mar-
garet Urquhart, and John
L. Fulgham Shff. & Admr.

Neely & Seidner, atty. for Andrew Grant
Ino. H. Wright for Saml. Cartwright,

Commissioner's Office
Suffolk, Va. 7. April 1888.
M. L. J. Davis & Co.

^{v.}
M. Cartwright's personal representative &c.

To the Circuit Court of Nausemond
County:

This cause having been referred to ~~me by decree entered~~ one of the Commissioners of this Court by decree pronounced in this cause on the 2nd. day of November 1888, - at the request of counsel, I have made the enquiries by the said decree directed. -

The notice was issued on the 1st. day of March 1888 and, with the acknowledgments endorsed thereon, is herewith returned. -

On the day fixed, - the 15th. day of March 1888, the enquiries were not concluded and the proceedings have been continued from day to day until this the 7th. day of April 1888. -

I report as follows:
First: That no evidence was produced from which any account of the rents and profits of the real estate in Accomack County, of which Marumaduke

Cartwright died seised and possessed could be made up, from the time of said Cartwright's death to the 1st. day of January 1887.

Secondly: That the rent for the whole of year 1887 was collected by John W. Gillet, who bought the said land from Special Commissioners Kirby and Wright at a public sale of the same made on the 27th. day of June 1887, pursuant to a decree heretofore pronounced in this cause. -

The land was occupied by tenants at the time of the sale, and the rent for the year 1887 became due on the 1st. day of January 1888. - The purchaser, Mr. Gillet, claims that the whole of the rent for 1887 passed with the reversion to himself, whereas the heirs of Marmaduke Cartwright claim that the same should be apportioned between themselves and the said purchaser. -

I am of opinion and therefore report, that in the absence of any reservation in the decree, and unless there was some contrary agreement, the whole of the

rent for 1887 passed with the reversion
to John W. Gillet and that the heirs
of Marmaduke Cartwright have no
legal right to any part thereof. -

Account

Rent for 1887 collected by Jno. W. Gillet.

1888 Jan. 1.	By Cash of Revell Kellum	\$240.
" " " " "	Mrs. J. Leato	70.
" " " " "	West & Mason	50.
" " " " "	Jno. T. Bayly	25.53
	To Cash paid taxes 1887	\$40.03
	" " " Insurance	15.
	" Net balance of rent	330.50
		<u>\$385.53</u> <u>\$385.53</u>

1888 Jan. 1. By net amount of rent 1887 \$330.50

If the Court should be of opinion that it
should be apportioned the share of Marmaduke
Cartwright's heirs at law would be One
Hundred and sixty-one $\frac{18}{100}$ Dollars
(\$161. $\frac{18}{100}$) with legal interest thereon
from the 1st day of January 1888. -

Thirdly: The heirs at law of Marmaduke
Cartwright claim that on the day
of sale there was an understanding
or agreement by virtue of which
they are entitled to an apportionment
of the said rent, and to establish
this claim have taken the depositions
of Wilbur J. Kilby and John S. Wright.
The purchaser denies the existence of
any such agreement and to sustain

his position has taken the depositions
of John M. Gillet, Henry C. Ayres, John
W. G. Blackstone and John J. Gutter. -
The said depositions are herewith
returned and the ~~pos~~ questions
thereby raised are submitted to
the Court. -

Given under my hand this 7th
day of April 1888. -

Rob. R. Prentiss
Commissioner in Chancery.

W. L. J. Davis & Co.

Report of

Rob. R. Prentiss
Comm. in Chancery

McCartwright's per. rep. 7th

Confirmed 9th.
August 1888

1888. July 27th. Filed
C.R.

To the Circuit Court of Accomack County:

In pursuance of the decree of the Circuit Court of said County pronounced the 18th. day of April 1887 in the suit in Chancery in said Court depending ^{between} M. L. J. Davis & Co. Complainants, and the Personal Representative of Marmaduke Cartwright deceased and others, Defendants, the undersigned respectfully report to Court,

That by authority of said decree, they sold by public auction before the Courthouse door of Accomack County on County Court day, Monday, the 27th. day of June 1887, the land in said decree mentioned, namely, All that certain tract or parcel of land of which said Marmaduke Cartwright died seised and possessed, situated in said Accomack County, containing 350 acres of high land, more or less, in addition to the marsh land thereto attached and belonging and bounded on the North by the lands of Thomas Johnson; on the East by the land known as "Hedera Cottage" (latey the

property of Eliza Maria Scarborough) and Occohannock creek; on the South by said Creek; and on the west by Chesapeake Bay together with all and singular the appurtenances belonging to the same;

That John W. Gillet became the purchaser of said land as the highest bidder for the sum of Three thousand and five hundred and fifty (3550) dollars;

That before proceeding to sell said land, the undersigned gave notice of the time, place and terms of the sale by printed notices posted more than twenty days prior to the day of sale at the front door of the Courthouse of said County of Accomack and at more than three public places in the neighborhood of the premises and place of sale and by publication of the notice once a week for three successive weeks in the "Eastern Virginian", a convenient newspaper published at Annapolis in said Accomack County, and executed before the

Clerk of said Court in his office the Bonds required of them by said decree, and obtained of said Clerk a certificate of the due execution of said bonds and appended a copy of the certificate to said notice.

That said Certificate and a copy of said notice are hereto attached.

That said land was sold on the terms and conditions specified in said decree and in compliance therewith the said John W. Gillet paid part of said sum of \$3550. namely, the sum of \$200. cash and executed his three bonds with Benj. T. Guiter surety thereto for the balance in three equal installments payable to the undersigned six, twelve and eighteen months after date with interest from the day of sale.

That the said three bonds are hereto attached and the title to said land was retained until the further order of Court.

That the said sum of two hundred (200) dollars has been disbursed by the undersigned

in payment of the costs of said suit and the expenses of said sale, (with the exception of the sum of \$24.70 left in the hands of the undersigned) as the following statement and the vouchers hereto attached will fully show, to wit:

Statement.

By Cash received as above stated,		\$ 200 00	
To 5 per cent coms. on \$300.-	\$15.00		
" 2 " " " \$3250 =	65.00	\$80 00	
" paid John H. Wright, Atto. for Plff. per acct.	16 50		
" " Peter B. Prentiss, Clerk's fees, "	18 00		
" " John L. Fulgham, Shff. "	2 00		
" " Wilbur J. Kilby, Cour. fee "	25 00		
" " J. E. Booker, Printer's Bill "	1 25		
" " Same, another Bill "	1 75		
" " Theo. A. Walker for publishing notice of sale in "Eastern Virginian", per acct.	5 00		
" " Henry C. Ayres, Crier at sale, "	5 00		
" " Traveling expenses of Cours. from Suffolk to Accomack Courthouse and back to Suffolk, each \$10.40 =	20 80		
" Balance in the hands of the Cours.	24 70		
		200 00	200 00

Respectfully submitted this 6th. day of July 1887,
 Wilbur J. Kilby }
 Geo H. Wright } Cours.

Received of Wilbur J. Kilby and John H. Wright, Special Comrs. the respective sums of money charged in the above Report as paid to us and set opposite our names as follows, to wit:

J. L. Lupton Sheriff \$2.00
Wilbur J. Kilby, Comr. $\frac{1}{2}$ of \$80. = \$40.00
Peter B. Prentiss. Clerk \$18.00
• Geo H. Wright Comr $\frac{1}{2}$ of \$50.00 \$25.00
• Geo H. Wright Atty's taxed fees &c. \$16.50
Wilbur J. Kilby, Comr. $\frac{1}{2}$ of \$20.80 = \$10.40
Geo H. Wright " $\frac{1}{2}$ of \$20.80 = \$10.40
Wilbur J. Kilby, Comr. 25.00

In pursuance of the decree of the Circuit Court of Chautauque County pronounced the 9th day of August 1888 in the Chancery suit depending in said Court between M. L. J. Davis & Co., Plaintiffs and Mamaduke Cartwright's Per. Rep. & als., defendants. The undersigned have received of the Clerk of said Court for collection the three Bonds of John W. Gillet with Benjamin J. Guter surety thereto mentioned in this Report, - one of said Bonds being for \$1116.⁶⁶ and two of them for \$1116.⁶⁷ each, all dated 27th day of June 1887 and bearing interest from date.

Wilbur J. Kilby }
Jno. H. Wright. } Cours.

20th. August 1888

\$ 5⁰⁰

Recd of H. J. Kelby & Jas. H. Wright, Special Commissioners, Five dollars, for Copying the "Powell" land, sold under decree of the Circuit Court of Hamsawood County in the Chancery Cause of M. L. J. Davis & Co vs M. Cartwright's Personal Representative & others.

June 27th - 1887.

Henry C. Ayres,
per W. C. Gifford.

Suffolk, Va.,

188

Mr W J Kilby Comr

TRANSIENT ADVERTISEMENTS and
SUBSCRIPTIONS Payable in Ad-
vance.

Annual Advertisers Required
to Settle Quarterly.

JOB WORK, CASH ON DELIVERY.

To Suffolk Herald, Dr.

Fine Job Work a Specialty

1885

Apr 25 To Publishing Notice to Creditors
of M Cartwright in the suit
of M L T Davis & Co versus
Cartwright & also -

2 in 1 week 1.25-

Recd Payment of H Knight & Co
Walter J Kilby Comr - Aug 6 1887

J E Brooker

Valuable Land ON THE CHESAPEAKE BAY FOR SALE.

By authority of the decree of the Circuit Court of Nansemond county, in the State of Virginia, pronounced the 18th day of April, 1887, in the suit in chancery in said court depending between M. L. T. Davis & Co., plaintiffs, and the Personal Representative of Marmaduke Cartwright, deceased, and others, defendants, we will sell by public auction, to the highest bidder, before the Courthouse door of Accomack county, on County Court day,

Monday, June 27th, 1887.

all that certain tract or parcel of land of which said Marmaduke Cartwright died seized and possessed, situated in Accomack county, containing 350 acres of high land, more or less; in addition to the marsh land thereto attached and belonging; and bounded on the north by the lands of Thomas Johnson; on the east by the land known as "Hodora Cottage" (lately the property of Eliza Maria Scarborough) and Occohannock creek on the south by said creek, and on the west by Chesapeake Bay and being the same land which, by deed dated the 15th day of September, 1871, and recorded in the Clerk's office of said Accomack county was sold and conveyed by William P. Moore and wife to said Marmaduke Cartwright, together with the privileges and appurtenances thereto belonging.

TERMS OF SALE:—Enough of the purchase money to cover the cost of said suit and the expenses of sale will be required in cash and the balance in three equal sums at the end of six, twelve and eighteen months, respectively, with interest from the day of sale; the purchaser to execute separate bonds in evidence of the deferred payments, with good personal security; and the title to the land to be retained until the further order of Court.

WILBUR J. KILBY,

JOHN H. WRIGHT,

May 25, 1887.

Special Com.

In the Circuit Court of Nansemond County, Virginia.

M. L. T. Davis & Co. Complainants.

AGAINST

Marmaduke Cartwright's Personal Representatives and others, Defendants.

IN CHANCERY.

I, Peter B. Prentiss, Clerk of said Court, do hereby certify that the bonds required of Wilbur J. Kilby and John H. Wright, Special Commissioners appointed by said Court by its decree on the 18th day of April, 1887, in the above entitled suit to sell the land in said decree mentioned, of which Marmaduke Cartwright died, seized and possessed, have been executed with security deemed sufficient by me. Given under my hand this 3rd day of May, 1887.

PETER B. PRENTISS, Clerk,

Office of

The Eastern Virginian.

Anancock, Va. June 24th 1887

J. Thos. A. Wacker, Editors and
Publishers of THE EASTERN VIRGINIAN, a Newspaper published at
Onancock, Accomack Co., Va., do hereby certify that the Advertisement
here to annexed has been published once a week for four successive weeks,
in said newspaper, commencing *June 3d, 1887*, and
ending *June 24th, 1887*.

Thos. A. Wacker
Editors and Publishers.

Cost of Publication, \$5.00

Paid, June 27, 1887.

J. H. Wacker Proprietor
Geo. L. Weaver Editor
Editors and Publishers.

VALUABLE

Land on Chesapeake Bay

❧ FOR SALE! ❧

By authority of the decree of the Circuit Court of Nansemond county, in the State of Virginia, pronounced the 18th day of April, 1887, in the suit in chancery in said court depending between M. L. T. Davis & Co., plaintiffs, and the Personal Representative of Marmaduke Cartwright, deceased, and others, defendants, we will sell by public auction, to the highest bidder, before the Courthouse door of Accomack county, on County Court day,

MONDAY, JUNE 27th, 1887,

all that certain tract or parcel of land of which said Marmaduke Cartwright died seised and possessed, situated in said Accomack county, containing 350 acres of high land, more or less, in addition to the marsh land thereto attached and belonging, and bounded on the north by the lands of Thomas Johnson: on the east by the land known as "^{Hedra}~~Hodora~~ Cottage" (lately the property of Eliza Maria Scarborough) and Occohannock creek; on the south by said creek, and on the west by Chesapeake Bay, and being the same land which, by deed dated the 15th day of September, 1874, and recorded in the Clerk's office of said Accomack county, was sold and conveyed by William P. Moore and wife to said Marmaduke Cartwright, together with the privileges and appurtenances thereto belonging.

TERMS OF SALE:

Enough of the purchase-money to cover the costs of said suit and the expenses of the sale will be required in cash and the balance in three equal sums at the end of six, twelve and eighteen months, respectively, with interest from the day of sale; the purchaser to execute separate bonds in evidence of the deferred payments, with good personal security, and the title to the land to be retained until the further order of Court.

**WILBUR J. KILBY,
JOHN H. WRIGHT,**

Special Commissioners.

25 MAY, 1887.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VA.

M. L. T. Davis & Co.....	Complainants,
AGAINST	}
	In Chancery.
Marmaduke Cartwright's Personal Representative and others.....	Defendants.

I, Peter B. Prentis, Clerk of said Court, do hereby certify that the bonds required of Wilbur J. Kilby and John H. Wright, Special Commissioners appointed by said Court by its decree on the 18th day of April, 1887, in the above entitled suit to sell the land in said decree mentioned, of which Marmaduke Cartwright died seised and possessed, have been executed with security deemed sufficient by me.

Given under my hand this 3d day of May, 1887.

PETER B. PRENTIS, CLERK.

In the Circuit Court of Cause=
mond County, Va.

M. L. T. Davis Heo. Complainants

Against } In Chancery

Marmaduke Cartwright's Per. Rep.
and others Defendants

I, Peter B. Prentiss, Clerk of said
Court, do hereby certify that the
Bonds required of Wilbur J. Kilby
^{and John H. Wright}
Special Commissioners, appointed by
said Court by its decree on the 18th
day of April 1887, in the above-en-
titled suit, to sell the land in said
decree mentioned, of which Marmaduke
Cartwright died seised and possessed,
have been executed with security deemed
sufficient by me.

Given under my hand this third
day of May 1887.

Peter B. Prentiss. Clerk

At a Circuit Court, continued and
held for the County of Vanuamond, on
the 18th day of April, 1887.

M. L. J. Davis & Co.

Plaintiffs.

against, In Chancery

John L. Fulgham, Sheriff & administrator
of Marmaduke Cartwright deceased & al. Defendants.

This Cause came
on this day to be again heard on the
papers formerly read and on the Report
of Commissioner Hilberp. Kilby, filed
the 15th day of September 1886, (the same
being a Report of the debts due by
Marmaduke Cartwright deceased
or his estate and of the real estate
of which he died seized and pos-
sessed in pursuance of the decree
entered herein on the 28th day of
April 1885) and on the answer of
John Cartwright filed the 8th day of
July 1886 by leave of the Court granted
on the 15th day of April 1886 and on
the Exhibit filed with said answer
with general replication to said
answer, and was argued by counsel.

And it appearing that the pro-
cess whereby this suit was instituted
was duly served on all the defen-
dants and that for the satisfaction
of said debts a sale of said real
estate is necessary, the Court, by
consent of parties doth confirm

said Report to which no exception
has been filed and doth adjudge,
order and decree that Wilbur Wilby
and John McBright, who are hereby
appointed Special Commissioners for
that purpose, either of whom may act
alone, do proceed to sell the parcel
of land in said Report mentioned and
described as lying and being in the
County of Accomac in this State
by public Auction before the
Court house door of said Accomac
County on some County Court
day on the terms of payment by
the purchaser enough of the pur-
chase money in cash to cover
the costs of this suit and the
expenses of the sale and the re-
mainder in three equal install-
ments at the end of six, twelve
and eighteen months respectively
with interest from the day of sale
the purchaser to execute to said
Special Commissioner or commis-
sioners separate Bonds in evi-
dence of the deferred payments
with good personal security
and the title to the land to be re-
tained until the further order
of Court.

But before proceeding to sell
said land said Special Commissioner or

Commissioners will advertise the time place and terms of the sale by printed notices to be posted at least twenty days prior to the day of sale at the front door of the Court-house of said County of Accomac and at three or more public places in the neighborhood of the sale and premises and by publication of the notice once a week for three successive weeks in some convenient newspaper, if one be convenient, and each of said Special Commissioners will execute before the Clerk of this Court in his office a separate Bond in the penalty of Eight Thousand dollars with good personal security, payable to the Commonwealth of Virginia and conditioned for the faithful discharge of their duties under this decree and any other decree they may be required to execute in this suit and will obtain of said Clerk a certificate that said Bond has been executed and append the same or a copy thereof to the advertisement of the sale, and make report to Court of their transactions and file with the report the Bonds which may be taken of the purchaser of said land.

a copy Decd:

Peter B. Pentis. Clerk

Davis & Co.
vs. } In Chy.
Cartwright & al.

Report of Sale
of land.

Confirmed 9th
August 1888

1887. July 6th. Filed
CH

\$ 77 ⁵⁰/₁₀₀



acceptance.

Suffolk, Va. April 29th 1884

Thirty days after date pay to
the order of John L. Loring

Seventy Seven ⁵⁰/₁₀₀ Dollars,

value received, and charge the same to account of

To Bostham & Pollard

Norfolk.

J. N. Wilcox

John Cartwright

July	4	To Animal kept over	42	99	
"	7	" 1 lb Butter 35cs, 2 lbs Lard 30cs		65	
"	"	" 30" Flour 1,20, 1/2 Powder 12cs	1	32	
"	"	" 4 1/2" Meat 59cs, 2 lbs Sugar 22cs		81	
"	"	" 2 qts vinegar 20cs, 2 qts Oil 10cs		30	
"	11	" 1 Bush Meal 88cs, 20 lbs Meat 2,50	3	38	
"	"	" 2 gals Molasses 1,40, 2 Meal Bags 20cs	1	60	
"	16	" 30 lbs Meat 3,75, 20 lbs Flour 80cs	4	55	
"	17	" Wash Tub Wash board & Suge for ^{Woman} Hunter	1	25	
"	"	" order in favor of Girl Hunter	1	00	
"	"	" " " " " Woman "		50	
"	25	" 1 Bush Meal 88cs		88	
"	"	" 20 lbs Meat 2,50, 30 lbs Flour 1,20	3	70	
"	"	" 24 Stamps & Envelopes		12	
"	31	" 1 lb Coffee for Hunter per order		18	
"	"	" 2" Sugar " " " "		20	
Aug	4	" 1 qt Coal Oil per Hunter		05	
"	7	" Tobacco " " "		10	
"	"	" gals Molasses 1,20, 10 lbs Flour 40cs	1	60	
"	10	" Order in favor of Boy		75	
"	14	" " " " " Beam	1	00	
"	17	" " " " " Hunter	1	00	
"	18	" " " " " Armistead		75	
"	"	" " " " " Hunter		25	
"	"	" 1 gal 1/2 Half ^{la} Mopres		90	
Oct	5	" order in favor of Girl Hunter	3	00	
Oct	11	" " " " " Beam	1	00	
"	16	" " " " " "	1	50	
"	19	" " " " " "		50	
"	"	" Amount of Store acct to date	\$	76	33
"	"	" " " Wharfage " "		14	10
"	"	" Store acct & " added	\$	90	43
"	"	By Credit ^{by Cash} ~~from Cash~~ ~~stores~~			25 00
"	"	To Bal on acct due to date	\$	65	43

Suffolk, Va., Oct. 1886

Mr W J Kilby Cour
To Suffolk Herald, Dr.

TERMS:

Transient Advertisements and
Subscriptions, Payable in
Advance.

Annual Advertisers are Re-
quired to Settle Quar-
terly.

Job Work, Cash on Delivery.

Fine Job Work a Specialty

1886

Sp 20	To Publishing Notice to Creditors of Marmaduke Cartwright 2 in 1 week	\$1.25
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To M. L. J. Davis and B. D. Thomas, merchants
and partners in trade under the name
of M. L. J. Davis & Co. who sue for themselves
etc. Plaintiffs

and John L. Fulgham, Sheriff and administrator
of the estate of Mammaduke Cartwright de-
ceased, Samuel Cartwright, Margaret
Urguhart and John Cartwright, De-
fendants

You are hereby notified that on the 30th day of September 1885
at my office, in Suffolk, Va., (at which time and place you are required to attend), I shall take, state and
settle the following accounts which are to be taken, stated and settled and reported to Court in pursuance of the
decree of the Circuit Court of Hansemond County, Va., rendered the 28th,
day of April 1885 in the suit in chancery pending in said Court to which you
are parties plaintiffs and defendants, to wit:

1. An Account of all debts due by Mammaduke Cartwright deceased, or by his estate with their equities and priorities
2. An Account of the transactions of John L. Fulgham Sheriff and administrator of the estate of Mammaduke Cartwright deceased showing if any, and what assets have come into his hands as such administrator and what disposition has been made of the same.
3. An Account of all the real estate of which the said Mammaduke Cartwright died seised with its fee simple and annual values.
4. An Account of all debts due to Mammaduke Cartwright deceased with the probable value of such indebtedness how evidenced and how secured
5. An Account of any advancements made by said Mammaduke Cartwright during his lifetime to any of his children showing how the same were made.

Given under my hand, as Commissioner in Chancery of said Court, this 16th day of
September 1885

WILBUR J. KILBY,
Commissioner in Chancery.

Sufficient and legal service of this
notice is hereby acknowledged by the
undersigned this 23^d day of September
1885

~~Samuel Castwright~~

Margaret Vignhart,

Witness L. M. Cobb

as to Samuel Castwright

Chas. D. Davis

D. S. Thomas,

Witness

Chronic P. Castwright.

as to Margaret Vignhart

Witness N. L. Brown

as to M. L. Davis

Witness, H. R. Burman,

as to D. S. Thomas.

To M. L. T. Davis and B. D. Thomas, merchants
and partners in trade, under the name
of M. L. T. Davis & Co., who sue for themselves
etc. Plaintiffs

and John L. Fulgham, Sheriff and Administrator
of the estate of Marmaduke Cartwright de-
ceased, Samuel Cartwright, Margaret Ur-
quhart and John Cartwright, Defendants

You are hereby notified that on the 30th. day of September 1885
at my office, in Suffolk, Va., (at which time and place you are required to attend), I shall take, state and
settle the following accounts which are to be taken, stated and settled and reported to Court in pursuance of the
decree of the Circuit Court of Hansemond County, Va., rendered the 28th.
day of April 1885 in the suit in chancery pending in said Court to which you
are parties plaintiffs and defendants, to wit:

1. An Account of all debts due by Marmaduke Cartwright deceased, or by his estate with their priorities and dignities.
2. An Account of the transactions of John L. Fulgham Sheriff and administrator of the estate of Marmaduke Cartwright deceased showing if any and what assets have come into his hands as such administrator and what disposition has been made of the same.
3. An Account of all the real estate of which the said Marmaduke Cartwright died seised with its fee simple and annual values.
4. An Account of all debts due to Marmaduke Cartwright deceased with the probable value of such indebtedness, how evidenced and how secured.
5. An Account of any advancements made by said Marmaduke Cartwright during his lifetime to any of his children showing how the same were made.

Given under my hand, as Commissioner in Chancery of said Court, this 16th. day of
September 1885

WILBUR J. KILBY,

Commissioner in Chancery.

Sufficient and legal service of this
notice is hereby acknowledged and
accepted by the undersigned this 18th
day of September 1885.

John Cantwight
J L Fulpham Shop

In the Circuit Court of Han-
semond County, Va.

M. L. J. Davis Hco.

Against } In Chancery

Marmaduke Cartwright's Personal
Representative and others

To the Circuit Court of Hanse-
mond County, Va.

In pursuance of the decree of
said Court pronounced the 28th. day
of April A. D. 1885 in the suit in
Chancery in said Court depending be-
tween M. L. J. Davis Hco. Plaintiffs
and the personal Representative of
Marmaduke Cartwright and others,
Defendants: the undersigned, Wil-
bur J. Kilby, ~~one of the~~ Commissioner
in Chancery of said Court to whom
the papers in said suit had been re-
ferred for the purposes stated in said
decree, respectfully reports to Court,
that after he had given notice to
the parties to said suit of the time
and place of the proceedings as will
appear from the notices hereto attached

and the endorsements thereon, he proceeded on the 30th. day of September 1885, (the day named in said notice), at his office in Suffolk, Va. to take and state the several accounts required by said decree to be taken and stated; that the proceedings were regularly continued and adjourned from day to day to this 15th. day of September 1886; and that the result of the proceedings, at length completed, is herewith respectfully submitted as follows;

Account No. 1.

An Account of the transactions of John L. Fulgham, Sheriff and as such Administrator of the estate of Marmaduke Cartwright deceased, showing what, if any, assets have come into his hands as such Administrator and what disposition has been made of the same;

The Administrator reports to the Commissioner that he has not received any assets whatever and has not made any disbursements on account of said

estate and that, therefore, he has no account of any transactions, on his part as Administrator aforesaid, to render. The personal estate of said Marmaduke Cartwright, with the exception of the several claims mentioned below in his favor, consisted of only a few articles of household furniture, of but little value, exempt for the benefit of his widow and family under the law from liability for his debts.

Account ch. 2

An Account of all debts due by said Marmaduke Cartwright deceased, or his estate with their priorities and dignities:

Atto.	1	A debt due to John W. Gillet as per the Bond of Marmaduke Cartwright for the sum of — Interest from 26 June 1884 to 26 Octo. 1886, — 2 y. 4 mos.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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Atto.	brought on			\$ 4,105 10
3	A judgment in favor of Kiemeyer, Eth- eridge & Brooks obtained on the 27th day of April 1885 in said Court against the said Administrator for —	\$ 150 15		
Crocker	Int. from 27 Apr. 1885 to 26 Oct. 1886.	13 51		
	Costs of suit	6 50	170 16	
4.	A debt due M. L. J. Davis & Co.	563 60		
Wright	Interest from 13 May 1884 to 26 Oct. 1886	82 95	646 55	
5.	A debt due J. B. Brewer for board and tuition of grand-daugh- ter, Maggie Urquhart —	142 18		
Wright	Interest from 1 July 1884 to 26 Oct. 1886. — 2 y. 3 m. 25 ds.	19 78	161 96	
6	A debt due J. & A. J. Hofheim- er as per open account.	113 80		
Wright	Interest to 26 Oct. 1886	25 00	138 80	
7	A debt due Dr. W ^m J. Jordan as per open account	20 50		
	Interest from 26 Oct. 1884 to 26 Oct. 1886. — 2 y.	2 46	22 96	
8	A debt due Mattby & Cory as per open account	8 08		
Kilby	Interest from 26 Oct. 1883 to 26 Oct. 1886. — 3 y.	1 46	9 54	
9	A debt due Norfolk City Mills as per open account.	222 68		
Prentiss	Interest to 26 Oct. 1886	35 72	258 40	
				\$ 5,513 47

Atto.	brought on				551347
10	A debt due Grandy & Taylor				
Prentiss	as per open account for -	38	35		
	Interest to 26 Octo. 1886	6	65	45	00
11	A debt due J. H. Bigbee & Co.				
Kilby	as per open account for -	43	77		
	Interest from 17 June 1883 to 26				
	Octo. 1886, - 3 y. 4 m. 9 ds.	8	83	52	60
	Total 26 Octo. 1886 =			\$	5,611 27

The payment of the above debt due to John W. Gillet was secured by said Marmaduke Cartwright before his death by a deed of trust made by him and his wife to Benj. T. Gunter, Trustee, on the 26th day of June 1883 and recorded in Accomac County, Virginia, on the 21st day of August 1883. This deed conveys as security for the debt the parcel of land mentioned below as being in Accomac County, Va. and as to this land, or the proceeds of the sale of it, this debt has priority over all the other debts above mentioned, and is to be paid first in full out of the proceeds of the sale.

All the other debts are of equal dignity, no one having any priority

over another, except the debt due to A. E. Hall Heo. The latter, being for funeral expenses, is to be paid before any other debt except that due John W. Gillet.

The Commissioner has no knowledge of any other debts. All of those reported are unsecured except that due to John W. Gillet.

Account No. 3

An Account of all the real estate of which the said Marmaduke Cartwright died seised with its fee-simple and annual values.

Under this head the Commissioner reports that said Marmaduke Cartwright died seised and possessed of -

1. A parcel of land situated in Accomac County, Va. containing 350 acres of high land more or less in addition to the Marsh land thereto attached and belonging, and bounded on the North by the lands of Thomas

Johnson, on the east by the land known as "Hedra Cottage," lately the property of Eliza M. Searborough and by Occohannock Creek, on the South by said Creek and on the West by Chesapeake Bay, and being the same land which by deed dated the 15th day of September 1874 and recorded in said Accomac County, was ^{by Wm. P. Moore and wife} conveyed to said Marmaduke Cartwright. Its fee-simple value is — \$ 4500 00 and its annual value — \$ 300 00

2. A parcel of land situated in Wise County in the State of Texas, containing 960 acres with boundaries unknown to the Commissioner, - being the same land which by deed dated the 23d. day of January 1873 and recorded the 14th. day of August 1873 on page 83 & seq. of Book A. Vol. 2 in the office of the Clerk of the District Court of said Wise County, was sold and conveyed by John H. Halsey and Geo. A. White and their wives unto said Marmaduke Cartwright for the sum of - \$ 2,400 00

The fee-simple and annual values of this last-mentioned parcel of land are unknown to the Commissioner, but its fee-simple value is supposed to be the price paid for it to wit: \$2,400. and its annual value nothing.

The land in Accomac County, Va. is subject to the above-mentioned deed of trust in favor of John W. Gillet. Mr. Cartwright by his will directs it to be sold and the debt due to Mr. Gillet paid and the surplus to be paid to Martha Cartwright, his widow, who afterwards died and by her will gave the surplus to her grandchildren, Willie Anna Jackson and Irene Vernon Cartwright.

Mr. Cartwright died intestate as to the land in Texas and there is no incumbrance upon it. This parcel in the opinion of the Commissioner, is first to be subjected to the satisfaction of Mr. Cartwright's debts.

Account chs. 4

An Account of all debts due to said Marmaduke Cartwright with the probable value of the same, how evidenced and how secured

Under this head the Commissioner reports as follows:

1.	A debt due by Thos. C. Wilroy as per his draft on Barkham & Pollard unpaid for -	\$ 77 50
2	A debt due by Jacob H. Kelly as per open account for -	65 43
3	A debt due by John C. Wilroy as per his negotiable note for -	76 33
4	A debt due by J. C. Pringle as per open account for about -	7 00
5	A debt due by J. T. Harrell as per his note for about -	35 00

These debts in favor of Marmaduke Cartwright constitute all of his personal assets of which the Commissioner has any knowledge. They are all worthless, the debtors being insolvent, and the debts unsecured.

Account No. 5

An Account of any advancements made by said Marmaduke Cartwright during his lifetime to any of his children showing how the same were made

Under this head the Commissioner reports that he has no knowledge of any advancements by Mr. Cartwright to any of his children, nor has he been able to ascertain any information with reference to any.

Account No. 6

Specially Stated

An Account of debts due by Martha Cartwright, or her estate.

Under this head at the special request of her creditors, the Commissioner reports the following debts due by Martha Cartwright:

1. A debt due to A. E. Hale Sec. for coffin for burial of said Martha Cartwright, as per open account for Interest to 26 Octo. 1886

Kilby

\$	80	00
	7	92
	<u>\$87.92</u>	

	brought on			\$ 87 92
Kilby	2 A debt due to St. Vincent Hos- pital, as per open account for-	\$ 55 00		
	Interest to 26 Octo. 1886 -	5 75	60 75	
Kilby	3 A debt due to James R. Ba- ker, as per open account for-	9 51		
	Interest to 26 Octo. 1886 -	1 14	10 65	
Kilby	4 A debt due to Mrs. Thomas P. Savage, as per open account for-	11 37		
	Interest to 26 Octo. 1886	1 15	12 52	
	Total 26 Octo. 1886 =		\$ 171 84	

The claim of A. E. Hall Ho., being for funeral expenses, is to be paid first in full before any other ~~other~~ of the above claims against said Martha Cartwright.

She died on or about the 2 day of February 1885

Respectfully submitted this
15th. day of September 1886

Wilbur J. Kilby
Comr. in Chy.

Comr's fee \$25.00
Printer's Bill \$ 1.25

Davis, M. L. T. Ho.

vs. } In Chy.

Cartwright & al.

Report of
Debts etc.
15 Sept. 1886

Confirmed 18th,
April 1887

1886. Sept. 15th. Filed.
cm