

1915-003

Nonsenond Co (Suffolk) Chancery Causes: Jessie R. Copeland et al vs Admrs of Sarah C. Copeland et al

Felton, Langston, Goodman, Keeling, Savage, Gloss, Rogers, Fortune, Parker,
Trotman, Pope, Eason, Whitehead, Boone, Folk, Brown, Skeeter, Langston

Copy of Costs

Taxed in the Suit of:

Errett & Hutton p. q.

Jessie R. Copeland & Elizabeth Copeland
vs.

Jessie R. Copeland, Adm. & et als.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

Writ Tax

Clerk

Sheriff

Attorney

Commissioner

Printer, for Order of Publication, etc.

1 50
7 03
2 50
15 00

~~\$~~ 26 03

Date of Judgment or Final Decree

191

Paid

191

Clerk

Mr. S. E. Everett, Acty.

Everett & Hutton p. q.

Copy of Costs

Taxed in the Suit of:

Jesse R. & Elizabeth Copeland
vs.

Jesse R. Copeland, Adm'r. of Sarah Copeland, De'd

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

Writ Tax

1 50

Clerk

7 03

Sheriff

2 50

Attorney

1 50 00

Commissioner

Printer, for Order of Publication, etc.

~~\$~~ 26.03

Date of Judgment or Final Decree

191

Paid

191

Clerk

TO GEORGE E. BUNTING, ESQ., CLERK OF THE CIRCUIT COURT OF
THE COUNTY OF NANSEMOND, VIRGINIA.

Jessie R. Copeland and Elizabeth Copeland.....Complainants.

vs IN CHANCERY.

Jessie R. Copeland, Administratrix of Sarah
C. Copeland, deceased, Assariah Copeland,
Patrick H. Copeland and Mary J. Copeland, the
last two being non compos mentis.....Defendants.

Issue summons to Second (Third Monday) Rules in February, 1913.

Everett F. Hutton

Counsel.

CIRCUIT COURT

Second Monday in January, March, May
July and October

HON. JAMES L. McLEMORE, Judge
GEO. E. BUNTING, Clerk
J. U. BURGESS, Commonwealth's Attorney
ALEX. H. BAKER, Sheriff
C. R. FULGHAM, County Treasurer
LEE BRITT, Commissioner of Accounts

Nansemond County Clerk's Office

SUFFOLK, VA..

Clerk's Notes:

Jessie R. Copeland and Elizabeth Copeland

Plfts.

Vs.

Jessie R. Copeland, Administratrix of Sarah C. Copeland, deceased, Assariah
Copeland, Patrick H. Copeland and Mary J. Copeland, the last two being
non compos mentis

Defts.

1913

Process issued Feb. 12, 1913; Returnable to second Feb. Rules, third Monday
Feb. 17, 1913 process returned *executed & decree nisi.*

Mar. 3, 1913

Decree nisi confirmed & cause set for hearing

Clerk's Notes

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON—~~Jessie R. Copeland, Administratrix of Sarah C. Copeland, deceased, Assariah Copeland, Patrick H. Copeland and Mary J. Copeland,~~
the last two being non compos mentis, J. C. Felton, Trustee, and J. J. Langston.

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the
said Court, on the third Monday in February 1913, to answer a
Bill in Chancery, exhibited against them
in the said Court by Jessie R. Copeland and Elizabeth Copeland

and have then and there this summons.

WITNESS, G. E. BUNTING, Clerk of our said Court, at his office, this 12th, day of
February, 1913, in the 137th year of the Commonwealth.

A copy Teste:

Teste:

CLERK

CLERK.

Legal and sufficient service of the within process is hereby accepted:

Patience H. Copeland & Mary J. Copeland for J. P. Copeland & Co. Admrs.
The estate of Mrs. 15 - day of Feb 1913

Original
Everett & Hutton

Jessie R. Copeland
Elizabeth Copeland

VS.

In Chancery

Jessie R. Copeland, Administrator
of Sarah C. Copeland, dec'd.
Et al., \$0 11 p

191.3

February Rules,

Frid 8 Monday.

NANSEMOND CIRCUIT COURT.

Process Book No. 3

Page 110

Shuff Lee
3 or

[illegible]

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON Jessie R. Copeland, Administratrix of Sarah C. Copeland, deceased, Assariah Copeland, Patrick H. Copeland and Mary J. Copeland,
the last two being non compos mentis, J. C. Felton, Trustee, and J. J. Langston.

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the
said Court, on the third Monday in February 1913, to answer a
Bill in Chancery, exhibited against them
in the said Court by Jessie R. Copeland and Elizabeth Copeland

and have then and there this summons.

WITNESS, G. E. BUNTING, Clerk of our said Court, at his office, this 12th day of
February, 1913, in the 137th year of the Commonwealth.

A copy—Teste:

G. E. Bunting, CLERK.

Teste:

G. E. Bunting, CLERK.

A COPY
FOR

-p. q.

Assanah O'Connell

vs.

} In Chancery

191 3

February Rules,
Thurs Monday.

NANSEMOND CIRCUIT COURT.

Process Book No. 3

Page 110

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Nansemond County—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON... *Junius Eason, J.J.*...

Langston, and Joe Pope...

...
to appear before *me, at my office in Suffolk, Va.* ~~the Judge of the Circuit Court of Nansemond County, at the Courthouse of said County~~
on the *11th* day of *April*, 191*3*, at *10* o'clock A. M., to testify and the truth
to say on behalf of *Assariah Copeland*
in a certain matter of controversy in our said Court depending and undetermined between.....

.....
Jessie R. Copeland et al Plaintiff..
and

.....
Assariah Copeland et al Defendants.

And this the witness..... shall in no wise omit under the penalty of \$100 each. And have then and there
this summons.

Witness, *Bradford Kilby, Comr.*
~~G. E. BUNTING, Clerk of our said Court,~~ at his office, this... *7*... day of... *April*...
191*3*., in the 13..*7*..th year of the Commonwealth.

.....
Bradford Kilby....., Clerk
Comr in Chancery

Your attendance and mileage, under this summons, will not be entered unless you go to the Clerk's desk each and every day
you attend Court, under same, and, on your oath, have an entry made of the sum you are entitled to, etc., as required by law.

Deceased this 8th day of April
1893. I have not only found at
his usual place of abode I
delivered a true copy of the within
process to his wife Miss Joe Copeland a
female member of his family whom
I found there over the age of 18 years
to whom I explained the purpose
James Eason not being found
at his usual place of abode I
delivered a true copy of the within
process to his wife James Eason
a female member of the
family whom I found there
over the age of 18 years to whom
I explained the purpose
and of delivering a true copy of
the within process to
J. J. Taylor in person.

A. H. Baker Sheriff
By J. J. Taylor D. C.

A COPY FOR

Original

Jessie R. Copeland Adm^{or}
v.

^{Amicus}
Assarah Copeland et als

Nansemond
Circuit Court

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Nansemond County—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON *Mills, Notman, Anthony Boone, Henry Eason, McGuire Polk, Asariah Langston, Uniwell Parker, J. J. Langston, John Mizell, Henry Parker, Peter Fortune, Mrs. Gloss, Irwin Brown, Mrs. L. E. Whitehead, Wiley, Rawls*

to appear before ~~the Judge of the Circuit Court of Nansemond County, at the Courthouse of said County~~ *me, at my office, in Suffolk Va.*
on the *4th* day of *April*, 191*3*, at *10* o'clock A. M., to testify and the truth
to say on behalf of *Asariah Langston*
in a certain matter of controversy in our said Court depending and undetermined between.....

Jessie R. Copeland et al Plaintiff *S*
and
Asariah Copeland et al Defendant *S*

And this the witness.....shall in no wise omit under the penalty of \$100 each. And have then and there
this summons.

Witness, *Bradford Kilby Comm.*
G. E. BUNTINE, Clerk of our said Court, at his office, this *29* day of *March*
191*3*, in the 13th year of the Commonwealth.

Bradford Kilby, Clerk
Comm in Chancery

Your attendance and mileage, under this summons, will not be entered unless you go to the Clerk's desk each and every day
you attend Court, under same, and, on your oath, have an entry made of the sum you are entitled to, etc., as required by law.

Executed this 1st day of October 1913. by examining the within
named parties as Subscribed. Executed - Wiley Beards who cannot
read or write in my presence.

Attest: Walter Dalt
By J. J. Beards D.C.

A COPY FOR

Jessie R. Copeland et als
v.
Assarah Copeland et als

Original.

Nansemond
Circuit Court

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Nansemond County—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON *Wiley Rawls*

to appear before ~~the Judge of the Circuit Court of Nansemond County, at the Courthouse of said County~~ *me, at my office in Suffolk, Virginia*
on the *4th* day of *April*, 191*3*, at *10* o'clock A. M., to testify and the truth
to say on behalf of *Assariah Copeland*

in a certain matter of controversy in our said Court depending and undetermined between

Jessie R. Copeland et al Plaintiff^s

and *Assariah Copeland et als* Defendant^s

And this the witness shall in no wise omit under the penalty of \$100 each. And have then and there
this summons.

Witness, *Bradford Kilby, Comm. in Chancery*
G. E. BUNTING, Clerk of our said Court, at his office, this *29th* day of *March*
191*3*, in the *13.7*th year of the Commonwealth.

Bradford Kilby, Clerk
Comm. in Chancery

Your attendance and mileage, under this summons, will not be entered unless you go to the Clerk's desk each and every day
you attend Court, under same, and, on your oath, have an entry made of the sum you are entitled to, etc., as required by law.

A COPY FOR

Wiley Rawls

Orlando

*Nansemond
Circuit Court*

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON Jessie R. Copeland, Administratrix of Sarah
C. Copeland, deceased, Asariah Copeland, Patrick R. Copeland and Mary J. Copeland,
the last two being non compos mentis

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the
said Court, on the third Monday in February 1913, to answer a
Bill in Chancery, exhibited against them
in the said Court by Jessie R. Copeland and Elisabeth Copeland

and have then and there this summons.

WITNESS, G. E. BUNTING, Clerk of our said Court, at his office, this 12th day of
February, 1913, in the 137th year of the Commonwealth.

A copy—Teste:

Teste:

G. E. Bunting, CLERK.

G. E. Bunting, CLERK.

-----p. q.

A COPY
FOR

Jessie R. Copeland, Administratrix
of Sarah L. Copeland, deceased

vs.

} In Chancery

1913-----

February-----Rules,
Third-----Monday.

NANSEMOND CIRCUIT COURT.

Process Book No. *3*-----

Page *110*-----

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF NANSEMOND
COUNTY.

Jessie R. Copeland and Elizabeth Copeland.....Complainants.

vs.

Jessie R. Copeland, Administratrix of Sarah
C. Copeland, deceased, Assariah Copeland,
Patrick H. Copeland and Mary J. Copeland, the
last two being non compos mentis.....Defendants.

Jessie R. Copeland appeared in person before me and made oath
that Patrick H. Copeland and Mary J. Copeland are incompetent
to defend their interest in the above-styled cause, and it is
asked that a guardian ad litem be appointed to defend their
interests in court.

Sworn to before me the 8th. day of February, 1913.



Notary Public.

Virginia:

In the Clerk's Office of the Circuit Court of
Nansemond County, the 12th. day of February, 1913.

Jessie R. Copeland and Elizabeth

Copeland.....Complainants.

vs.

Jessie R. Copeland, Administratrix of

Sarah C. Copeland, deceased, Assariah Copeland,

Patrick H. Copeland, and Mary J. Copeland, the

last two being non compos mentis.....Defendants.

It appearing by affidavit of Jessie R. Copeland filed herein
that Patrick H. Copeland and Mary J. Copeland, two of the de-
fendants herein, are incompetent to defend their interests in
court, the Clerk doth appoint J. R. Saunders, a discreet and com-
petent attorney-at-law, as guardian ad litem to the said Patrick
H. Copeland and Mary J. Copeland.

Teste:

C. E. Burdette,
J. Clerk

2-12-13

1913

1. The first of the year.

2. The second of the year.

3. The third of the year.

4. The fourth of the year.

5. The fifth of the year.

6. The sixth of the year.

7. The seventh of the year.

8. The eighth of the year.

9. The ninth of the year.

10. The tenth of the year.

11. The eleventh of the year.

12.

13. The thirteenth of the year.

14. The fourteenth of the year.

15. The fifteenth of the year.

16. The sixteenth of the year.

17.

Commissioner's Office,

To Jessie R. Copeland and Elizabeth Copeland, Complainants.

and Jessie R. Copeland, Administratrix of Sarah C. Copeland, deceased,
Assariah Copeland, J. J. Langstun, J. C. Felton, Trustee, Patrick H. Copeland
and Mary J. Copeland, the last two being non compos mentis, and J. R.
Saunders, Guardian ad Litem of said Patrick H. Copeland and Mary J.
Copeland, Defendants.

You are hereby notified that on the 26th day of March 1913 ~~190~~,
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 Nansemond County,
Va., rendered the day of March 1913 ~~190~~, in the suit in chancery
pending in said Court to which you are parties plaintiff and defendant, to-wit:

- (1) An account of the transactions of Jessie R. Copeland, Administratrix of Sarah C. Copeland.
- (2) An account of the debts due by the decedent, Sarah C. Copeland.
- (3) An account of all liens on said property, including delinquent taxes, the fee-simple and annual value of said property, and the age of said Assariah Copeland.
- (4) Any matter specially stated deemed pertinent by said commissioner or required by any of the parties to be so stated.

Given under my hand, as Commissioner in Chancery of said Court, the 17th. day of
March 1913. ~~190~~

Bradford Kelby
Commissioner in Chancery.

Executed this 18th day of March 1883 by delivering a true copy of the within
process to the said Assarrah Copeland and J. Langston in person

Assarrah
J. Langston

Jessie R. Copeland et al

vs.

COMMISSIONER'S NOTICE.

Assarrah Copeland et als.

Legal notice is hereby
accepted
Maunders Quorson
as return for Patrick
H. Copeland and Mary
J. Copeland.

CRS 200
160
AMH

Sufficient and legal service of the within notice is hereby accepted
by us.

Jessie R. Copeland, Agent
Elizabeth Copeland
Jessie R. Copeland
by Stoburn
their atty.

TO THE HONORABLE JAMES L. MCLEMORE, JUDGE OF THE CIRCUIT
COURT FOR NANSEMOND COUNTY, VIRGINIA..

Jessie R. Copeland et als.....Complainants.

vs. Final Report of Special Commissioners.

Jessie R. Copeland, Administratrix, et als.....Defendants.

Your Commissioners, S. E. Everett and J. R. Saunders, appointed by your Honor, in the above-entitled suit, on the 25th. day of October, 1913, to make sale of the tract of land mentioned in the bill and proceedings in said suit, having made sale of said tract of land in accordance with said decretal order and having made report of the same to your Honor, then proceeded to convey said tract of land to Jessie R. Copeland, the purchaser thereof at said sale, for the sum of Four Hundred and Twenty-Five Dollars, in accordance with your Honor's decree entered January 1st, 1914, and your said Commissioners now submit this their final report:

The said tract of land was duly conveyed to said purchaser on receipt of said sum of Four Hundred and Twenty-Five Dollars as afore--
said, which said sum of Four Hundred and Twenty-Five Dollars has been disbursed as follows:

Received.....	\$425.00
Paid writ tax.....	\$ 1.50.
" Clerk.....	7.03.
" Sheriff.....	2.50.
" Attorneys' fee.....	15.00.
" Bradford Kilby, Comm'r in Chancery.....	25.00.
" Suffolk Herald.....	2.00.
" J. Walter Hosier, Auctioneer,.....	5.00.
" S.E.Everett and J.R.Saunders, Commissioners, ..	17.50.
Total Cost	\$ 75.53
Balance	\$349.47
Paid J. J. Langstun (Deed of Trust)	\$168.75

Brought Forward.....\$349.47

Brought Forward.....\$168.75

Paid Assariah Copeland(Curtesy right agreed upon) 50.00.

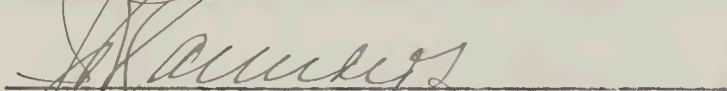
" Jessie R. Copeland(On account)..... 130.72

~~Balance~~

\$349.47

\$349.47

Respectfully Submitted:

Special Commissioners.

Jessie R. Copeland et als

vs. Final Report of Special
Commissioners.

Jessie R. Copeland, Adm'r'x,
et als.

1915 Jan 23. filed
J.R.M.

Jessie R. Copeland et als.....Complainants.

vs. Decree Confirming Sale.

Jessie R. Copeland, Administratrix, et als.....Defendants.

This cause came on again this day to be heard on the papers formerly read, and on the report of Special Commissioners, S. E. Everett and J. R. Saunders, filed January 1st, 1914, to which report there is no exception, and was argued by counsel.

On consideration whereof, the Court, approving and confirming said report, doth adjudge, order and decree that upon payment by Jessie R. Copeland of the full purchase money in the report mentioned for the said property, the said Commissioners, S. E. Everett and J. R. Saunders, do convey to the said Jessie R. Copeland, with special warranty, the said property in bill and proceedings mentioned for the sum of Four Hundred and Twenty-Five (\$425.00) Dollars, that being the amount for which said property was struck off, said property being described as follows:

FIRST: all that parcel of land in Holy Neck Magisterial District, Nansemond County, Virginia, containing fourteen acres, more or less, and bounded on the west by the Jackson Railroad Bed, on the north by the land of the late Doctor R. E. Parker, on the south by the land of Charles Poothe, and on the east by the land of Joseph Brown.

SECOND: another tract of land adjoining the above which was purchased by Henry Goodman from William Keeling and wife and others, on the 30th. day of November, 1896, and duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book 42, page 268, containing fourteen acres, more or less, and bounded as follows: beginning at a pine on Richen Butler's line in a branch, thence along said branch to the main line, thence southeast up a small run, making the said fourteen acres; which said tract of land was conveyed to Sarah C. Copeland by deed executed by William Crumpler, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book 56, page 493.

And it is further ordered that the Special Commissioners, after paying the costs of this suit, disburse the remainder of the said Four Hundred and Twenty-Five Dollars in accordance with the report of Bradford Kilby, Commissioner in Chancery duly filed. And it is further ordered that the said Special Commissioners make report of their proceedings hereunder to this Court.

Jessie R. Copeland et als.

vs. Decree Confirming Sale.

Jessie R. Copeland, Adm'r'x, et
als.

Enter 17 day of January,
1914.

W. S. McInnis

Entered in Chancery Order Book,

No 4, Page 608.

TO THE HONORABLE JAMES L. MCLEMORE, JUDGE OF THE CIRCUIT COURT
FOR NANSEMOND COUNTY, VIRGINIA.

Jessie R. Copeland et als.....Complainants.
vs. Report of Special Commissioners.

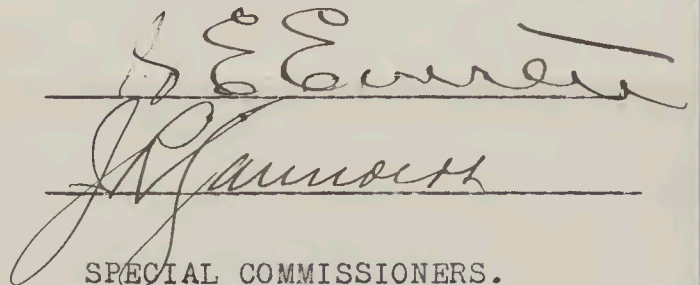
Jessie R. Copeland, Administratrix, et als.....Defendants.

Your Commissioners, S. E. Everett and J. R. Saunders, appointed
by your Honor, in the above-entitled suit, on the 25th. day of Octo-
ber, 1913, to make sale of the tract of land mentioned in the bill
and proceedings in said suit, respectfully submit the following re-
port:

After executing the required bond, your Commissioners advertised
the said property for sale to be sold on Saturday, November 15th,
1913, in front of the National Bank of Suffolk, Suffolk, Virginia,
at 12 o'clock M., at which time the said property was put up at
auction and struck off to Jessie R. Copeland, she being the highest
bidder, for Four Hundred and Twenty-five (\$425.00) Dollars.

The said purchaser, Jessie R. Copeland, desires to pay the whole
purchase price in cash as soon as the deed is ready to be delivered.
Your Commissioners ask your Honor to confirm the said sale, which was
a fair sale, and also this report, and direct your said Commissioners
to execute a deed conveying the said pro^Perty to the purchaser, Jessie
R. Copeland.

Respectfully submitted:


SPECIAL COMMISSIONERS.

Jessie R. Copeland et als

vs. Report of Special Comm'rs.

Jessie R. Copeland, Adm'x, et a

*Filed Jan. 1, 1914,
H. E. Montgomery,
Clerk*

Jessie B. Copeland et al.....Complainants.

vs. Decree ordering sale.

Jessie B. Copeland, Administratrix, et als.....Defendants.

This cause came on this day again to be heard on the papers formerly read, the report of Bradford Kilby, Commissioner in Chancery, to which report, filed October 1st., 1913, in the Clerk's Office of this Court, there is no exception, and on the ~~examination~~ ^{testimony} of witnesses returned with said report, and was argued by counsel.

On consideration whereof the court doth approve and confirm said report and doth adjudge, order and decree that S. E. Everett and J. E. Saunders, who are appointed special commissioners for the purpose do, after having advertised the time, place and terms of sale for fifteen days by posting notices in numerous public places in said county proceed to sell before the door of the National Bank of Suffolk, Suffolk, Virginia, the said land in the bill and proceedings mentioned on the following terms, to-wit: One-half cash and the residue payable one year from the day of sale with interest from day of sale, title to said property to be retained until purchase money is paid in full and conveyance directed by the Court or, if the purchaser or purchasers elect to do so, he or they may pay the whole of the purchase money in cash. The said commissioners are directed to make report of their proceedings to the Court taking purchaser's ^{bond} for credit installments carrying interest from day of sale and to return the bond taken for credit installments with this report to the court, but the said commissioners shall not proceed to act under this decree until they shall enter into bond with sufficient security in the Clerk's Office of this Court payable to the Commonwealth of Virginia in the amount of \$1000.00 and conditioned upon the faithful discharge of their duties hereunder and under any further decrees in this cause.

Jessie H. Copeland et als.

Vs. Decree ordering sale.

Jessie H. Copeland, Adm'x et al

Enter 25 day of Octo, 1913.

Jas. L. McInmore.

Entered in Chancery Order Book

No. 4, page 596.

To Jessie R. Copeland and Elizabeth Copeland, Complainants.
and

Jessie R. Copeland, Administratrix of Sarah C. Copeland, deceased,
Assariah Copeland, J.J. Langstun, J.C. Felton, Trustee, Patrick H. Copeland and Mary J. Copeland, the last two being non compos mentis,
and J.R. Saunders, Guardian ad Litem of said Patrick H. Copeland
and Mary J. Copeland. Defendants.

* You are hereby notified that on the 26th. day of March 1913, 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 Nansemond County, Va. rendered on the day of March 1913, in the suit in chancery pending in said court to which you are parties plaintiff and defendant, to-wit:

(1) An account of the transactions of Jessie R. Copeland, Administratrix of Sarah C. Copeland.

(2) An account of the debts due by the decedent, Sarah C. Copeland.

(3) An account of all liens on said property, including delinquent taxes, the fee-simple and annual value of said property and ⁶⁵ the age of said Assariah Copeland.

(4) Any matter specially stated deemed pertinent by said commissioner or required by any of the parties to be so stated.

Given under my hand as Commissioner in Chancery the 17th. day of March 1913.

Bradford Kilby
Commissioner in Chancery.

Virginia,

Circuit Court for the County of Nansemond, to-wit:

Jessie R. Copeland Admx. }

v. }

Assariah Copeland et als. }

In Chancery.

Commissioner's Office,

Suffolk, Va. June 30, 1913.

To Honorable James L. McLemore, Judge of the Circuit Court for the County of Nansemond:

In pursuance of the decree of the Circuit Court for the County of Nansemond, pronounced on the day of March 1913 in the suit in chancery pending in said court between Jessie R. Copeland Admx. Complainant, and Assariah Copeland et als, Defendants, the undersigned, Bradford Kilby, one of the Commissioners in Chancery of said court, respectfully reports as follows:

That on the 17th. day of March 1913, your commissioner gave notice to the parties to the said suit that he would proceed on the 26th. day of March 1913, at his office in Suffolk, Va., to make the several inquiries required by said decree to be made by one of the Commissioners in Chancery of said Court.

That sufficient and legal service of the notice was duly accepted by the parties to said suit as will appear by the endorsements on the said notice herewith returned.

That the taking of said accounts was duly adjourned from time to time, at which adjournments your commissioner took the testimony of Peter Fortune, Univele Parker, Henry Eason, Mrs. L. E. Whitehead, McGuire Folk, Jessie Copeland, Anthony Boone, Henry Parker, James Brown, Assariah Copeland, Lauder Skeeter, William Folk, Irving Brown, T. W. Savage, J. J. Langstun, J. G. Gloss, and E. G. Rodgers, which depositions are herewith returned and made a part of this report.

That from the testimony of said witnesses and from information otherwise obtained, your commissioner reports as follows:

(1)

Jessie R. Copeland qualified as Administratrix of the estate of Sarah C. Copeland before the Clerk of the Circuit Court for the County of Nansemond on the 8th. day of February 1913, and gave bond in the sum of \$1000. Prior to her qualification she had paid the debts of her mother Sarah C. Copeland, as listed in the next paragraph and has produced proper vouchers before your commissioner showing the said payments. Sarah C. Copeland died on the 16th. of February 1909, and left an estate consisting of a tract of land hereinafter described and some chattel property of small value. Jessie R. Copeland, who is now 38 years old, became the head of the family after her mother's death and supported her brother and two sisters who were younger than she, and two of them feeble-minded. Assariah Copeland, the father, ~~\$\$~~ turned over his contributions to the support of the family, in money, to Jessie R. Copeland who disbursed the same. The contributions of Assariah Copeland were not sufficient to support the family, and Jessie R. Copeland taught school to supplement the family income, and also sold some chickens and hogs which were part of the estate of her mother, Sarah C. Copeland. The proceeds of sale were small and were used in supporting the family of Assariah Copeland. The sale of these animals or their increase, during the course of three years since the death of Sarah C. Copeland, was apparently done with the consent of Assaraiah Copeland, the father, and had the effect of relieving him to that extent of the burden of supporting his two feeble-minded children who are now in the insane asylum. Your commissioner is of the opinion that the only charge to be off-set against the claims of Jessie R. Copeland against the estate of Sarah C. Copeland is the rent of the land for the year 1912, for the sum of \$35. Below is a list of the debts which were due by the estate of Sarah C. Copeland and paid by Jessie R. Copeland, out of her own earnings, and for which she has a just claim against the estate of Sarah C. Copeland.

(2)

A list of the debts of the estate of Sarah C. Copeland paid by Jessie R. Copeland.

1909 Feb. 16.	To W.H. Crocker for burial expenses	\$65.00
" June 19.	To E.L. Follett Co.	23.22
" March 4.	To Jordan and Lotzia (insurance)	5.13
" April 22	To J.W. Easter (repairs on residence)	60.00
" Oct. 29	To Suffolk Peanut Co. (seed peas)	16.91
" Dec. 30	To J.J. Langstun, interest on bond.	12.00
"	To Dr. John E. Phillips	14.00
1910 Feb. 5.	To John Z. Yates. (guano)	2.79
" Dec. 30.	To J.J. Langstun, interest on bond.	12.00
1911 Jan. 15.	To J.J. Langstun, on principal of bond.	35.00
" March 4.	To Dr. C.J. Riddick	3.00
" April 17.	To J.J. Langstun, on principal of bond	15.00
" Dec. 30.	To J.J. Langstun, interest on bond.	8.84
1909 Feb. 18.	To Lauder Skeeter for shroud	10.00
	To Tax receipts for 1909, '10-'11.	11.07
1913 Feb. 8.	To Geo. E. Bunting, Clerk. Fee on qualification.	2.50
	Total	\$296.46
	Less rent of farm for 1912.	35.00
	Amount due Jessie R. Copeland.	\$261.46

(3)

intestate

Sarah C. Copeland died, leaving the following real estate:

- (1) "All that parcel of land in Holy Neck Magisterial District, Nansemond County, Va. containing fourteen acres, more or less, and bounded on the West by the Jackson Railroad Bed, South by the land of Dr. R.E. Parker, North by Charles Boothe and on the East by Joseph Brown.
- (2) Another tract adjoining the above, containing fourteen acres, more or less, and bounded as follows: Beginning at a pine on Richen Butler's line in a Branch; thence along said Branch to the main run; thence up a small run Southeast, making said fourteen acres" and being same land which by deed dated 30th. of June 1904 was convey-

ed to said Sarah C. Copeland by William M. Crumpler, said deed being recorded in D.B. No. 56, page 493 in Nansemond County Clerk's office, Va.

The fee-simple value of said property is about \$500.

The annual value of said land is about \$35.

The age of Assariah Copeland is 65 years.

The following liens are on the said land:

(1) A deed of trust dated June 30, 1904 and recorded in Deed-book No. 57, page 197 in Nansemond County Clerk's office, executed by Sarah C. Copeland and Algeriah, her husband, to J.C. Felton, Trustee to secure to S.A. Crumpler a bond for \$150. of even date and payable on demand; also to secure to W.M. Crumpler a bond for \$125. of even date and payable on demand. These two bonds were assigned on Feb. 3, 1906 to J.J. Langstun, without recourse. The amount now due on them is \$150. with interest from Dec. 30, 1911. These bonds were executed by Sarah C. Copeland and Algeriah Copeland, her husband.

(2) A judgment against Algeriah Copeland in favor of E.E. Holland Executor of C.E. Sumner, for the sum of \$3.89 with interest thereon from Oct. 2, 1897 and \$1.45 costs. Rendered on October 2, 1897 and docketed April 13, 1898 in judgment docket No. 2, page 146 in Nansemond County Clerk's office.

There are no delinquent taxes on said land.

(4)

There is no other matter specially stated deemed pertinent by your commissioner or required by any of the parties to be so stated.

Respectfully submitted this 21st. day of August 1913.

Bradford Kilby

Commissioner In Chancery.

Commissioner's fee: \$25.

Jessie R. Copeland Admrx

m/

Assarah Copeland et als

Report of Bradford Kilby, Comr.

in Chancery under decree of March

1913.

Filed Oct. 1, 1913.

L. J. Parker, D.C.

Jessie R. Copeland and Elizabeth Copeland..... Compainants,
vs. In Chancery

Jessie R. Copeland, Administratrix of Sarah C. Copeland,
deceased, Assariah Copeland, J. J. Langstun, J. C. Felton ,
Trustee, Patrick H. Copeland, and Mary J. Copeland, the
last two being non compos mentis.....Defendants,

This cause in which process has been duly served on
Jessie R. Copeland, administratrix of Sarah C. Copeland, deceased,
Assariah Copeland, J. J. Langstun, J. C. Felton, Trustee, and
they failing to appear, plead, answer and demur, came on this day
to be heard on the bill, and the answer of Patrick H. Copeland
and Mary J. Copeland by J. R. Saunders, their guardian ad litem
appointed at Second February Rules, 1913, to defend them in this
suit, and on the answer of the said guardian ad litem to the said
Patrick H. Copeland and Mary J. Copeland, with general replications,
and was argued by counsel:

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 and that the administratrix, Jessie R. Copeland,
is required to render an account before said Commissioner producing
all necessary papers and vouchers and all which accounts the said
Commissioner will examine, state and settle, and report to the Court,
also an account of the debts due by the deceased Sarah C. Copeland dead
with any matter specially stated deemed pertinent by himself, or
which may be required by any of the parties to be so stated.

The said Commissioner is required to report all liens on
said property including delinquent taxes, the fee simple and annual
value of said property and the age of the said Assariah Copeland.

Jessie R. Copeland et als
vs
Jessie R. Copeland, Admx. et als
Referred to Comr.

Enter 15th March, 1913.

Amos L. McLenore

Entered in Chancery

Order Book 4 page 561

AUCTION SALE

of valuable REAL ESTATE

By virtue of a decree of the Circuit Court of Nansemond County, entered on the 25th day of October, 1913, in the Chancery cause therein pending under the name and style of Jessie R. Copeland et als. vs. Jessie R. Copeland, Administratrix, et als., the undersigned Special Commissioners will offer for sale at public auction, to the highest bidder, before the door of the National Bank of Suffolk, Suffolk, Virginia, at 12 o'clock M. on

Saturday, November 15th, 1913

the following real estate:

1st. All that parcel of land in Holy Neck Magisterial District, Nansemond County, Virginia, containing fourteen acres, more or less, and bounded on the West by the Jackson Railroad Bed, on the South by the land of Dr. R. E. Parker, on the North by Charles Boothe, and on the East by Joseph Brown.

2nd. Another tract of land adjoining the above which was purchased by Henry Goodman from William Keeling and wife and others, on the 30th day of November, 1896, and duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book 42, page 268, containing fourteen acres, more or less, and bounded as follows: Beginning at a pine on Richen Butler's line in a branch; thence along said branch to the main run, thence up a small run southeast, making said fourteen acres.

TERMS:—One-half cash, and the remainder payable one year from date of this sale, with interest from date of said sale until paid,, the title to said property to be retained until the purchase price is paid in full and conveyance directed by the Court. If the purchaser or purchasers so elect he or they may pay the whole purchase price in cash.

S. E. Everett,

J. R. Saunders,

SPECIAL COMMISSIONERS.

October 25, 1913.

I, George E. Bunting, Clerk of the Circuit Court of Nansemond County, do certify that S. E. Everett and J. R. Saunders, Special Commissioners in the above entitled cause, have given bond as required by the decree in said cause, with security deemed sufficient by me.

Given under my hand this 25th day of October, 1913.

G. E. BUNTING, Clerk.

$$\begin{array}{r} 425 - \\ 170 \\ \hline 255 \end{array}$$

$$255$$

$$7913$$

$$200$$

$$395650$$

$$15826$$

$$\begin{array}{r} 255 \\ 6 \\ \hline 1500 \end{array}$$

$$\begin{array}{r} 425 - \\ 2 \\ \hline 850 \end{array}$$

$$7913$$

$$13 -$$

$$395650$$

$$7913$$

$$114695$$

$$\begin{array}{r} 9 \\ 8 \\ \hline 1750 \end{array}$$

$$\begin{array}{r} 170 \\ 100 \\ \hline 270 \end{array}$$

$$\begin{array}{r} 425 - \\ 270 \\ \hline 155 \end{array}$$

OFFICE AND RESIDENCE
NURNEY BUILDING

PHONE 12451

SUFFOLK, VA.

Jan 19 - 1915

MR.

Sallie Copeland (Est.)

TO L. W. WHITE, M. D., DR.

FOR PROFESSIONAL SERVICES RENDERED

To Jan 25 / 05

\$24.50

Credits

14.00

Bal due

\$10.50

All credits were paid by Jessie Copeland
since Feb. 16

109
DeWitt

SUFFOLK, VA., Feb. 16 1909 191

Miss Jessie Copeland.

TO **W. H. CROCKER & CO., DR.**

FUNERAL DIRECTORS

BELL PHONE OFFICE, 234
RESIDENCE, 416-L

623 EAST WASHINGTON STREET

1909					
Feb.	16	To embalming & burial outfit for mother			\$65.00
Mar.	3	By cash	15.00		
"	29	" "	15.00		
Oct.	30	" "	20.00		
Nov.	5	" "	15.00		\$65.00
"	"	Recd. of Miss Jessie Copeland payment in full for above acct.			
		W. H. Crocker & Co.			
		By W. H. Crocker			

OFFICE OF E. L. FOLK CO. INC.

Dealers in Hardware, Mill Supplies, Stoves, Crockery, Glassware, Sporting Goods.
Coach Materials, Paint, Sash, Doors, Lime, Etc.

Nos. 917 and 919 Washington Street,

Suffolk, Va.,

June 19

1909

Received of

Jessie R. Capeland

Twenty Three & 27/100

Dollars

Bal in full of Sarah C. Capeland

Thanking you for same, and Soliciting your orders, we are yours truly,

AK

E. L. FOLK CO., INC.

Per

Elmer

\$

23 27/100

\$10.75

Suffolk, Va., Jan 4 1909

days after date promise to pay unto

Fifty
Jordan & Lafia

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

Ten 75

Dollars,

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

Witness Harry Bevers

Sarah ^{her} Copeland
mark

This note was
Laid by Jesse R. Shepard and
a fellow.

By Cash	\$ 5.13
P.B. on policy	5.62
	10.75

Jesse R. Shepard
Jesse R. Shepard
Jesse R. Shepard

December 30th 1911 ~~1911~~

Received from Jesse R. Copeland
Eight and $\frac{84}{100}$ Dollars

Interest on Bond of Trust to Sarah C. Copeland
in full to date

\$ 8. $\frac{84}{100}$

J. H. Langston

Recd" of Jesse R Copeland Twelve Dollars Interest
on Deed of Trust given by Sarah C and Algeriah
Copeland in full to date
December 30th 1910

J. J. Langston

1 year old

before paid

Received from

Sarah C Copeland

Two dollars and seventy
nine cents in full

for ~~garano~~ paid

by her Daughters

Gerrie R Copeland

Feb 5-1910

J S Gates

Received this 30th. day of January, 1914, of W. E. Everett and J. E. Saunders, Special Commissioners, in the Chancery suit under name and style of Jessie F. Copeland and others vs. Jessie F. Copeland, Administratrix, and others, the sum of \$ 25.00.

Bradford Kilby.

Bradford Kilby

~~to~~ Nov 7 191~~4~~

Received of Jessie Copeland

Two 00 ¹⁰⁰ Dollars

an acct for Patrick Copeland

\$ 2 00

L. W. White

#1
Received of Jessie Copeland

\$10⁰⁰ — for Shroud

for Sarah. E. Copeland

Feb, 18th 1911

Order B. Skutumpah & Mary, L. Boone

AFTER TEN DAYS RETURN TO
EVERETT & HUTTON,
ATTORNEYS AND COUNSELORS AT LAW.

S. E. EVERETT,
COMMONWEALTH'S ATTORNEY FOR NANSEMOND COUNTY,
SUFFOLK, VIRGINIA



Mr. Bradford Kieay,
Suffolk
Va.

Mr. Sarah C. Copeland

Dr.

1909.

To G. W. BUTTS, Treasurer of Nansemond County, Va.

No. 198	STATE TAXES.				County Levy, 25c. on \$100	County Road Tax 15c. on \$100	County School Tax, 15c. on \$100	District School Tax 15c. on \$100	Parish Levy 8c on \$100	TOTAL TAX
	State Tax Support Gov. 20c. on \$100. R. E. and P. P. Schedule B.	State Tax Support Gov. 25c. on \$100. P. P. Sched C	State School Tax 10c. on \$100. R. E. & P. P. Sched. B. & C	State Tax for Pensions 5c. on \$100. R. E. & P. P. Schedule B						
Real Estate, acres <u>28</u> valued \$ <u>280</u>	<u>56</u>		<u>28</u>	<u>14</u>	<u>70</u>	<u>42</u>	<u>42</u>	<u>42</u>	<u>23</u>	<u>317</u>
Personal Property, Schedule B, val. \$										
Personal property, Schedule C, val. \$										
Value. <u>8</u>										
Poll Tax for State and County										
Total										<u>150</u>
5 per cent penalty										<u>317</u>
Total										<u>333</u>

Received payment 2 day of Apr 1910

W. A. King Treasurer

Mr. Sarah C. Copeland Est.

Dr.

1910

To G. W. BUTTS, Treasurer of Nansemond County, Va.

No. <u>209</u>	STATE TAXES.				County Levy 27c on \$100	County Road Tax 15c on \$100	County School Tax 25c on \$100	District School Tax 15c on \$100	Parish Levy 8c on \$100	TOTAL TAX
	State Tax Support Gov. 20c on \$100 R. E. and P. P. Schedule B	State Tax Support Gov. 25c on \$100 P. P. Sched C	State School Tax 10c on \$100 R. E. & P. P. Sched. B. & C	State Tax for Pensions 5c. on \$100 R. E. & P. P. Schedule B						
Real Estate, acres <u>28</u> valued \$ <u>280</u>	<u>56</u>		<u>28</u>	<u>14</u>	<u>76</u>	<u>42</u>	<u>70</u>	<u>42</u>	<u>28</u>	<u>3 50</u>
Personal Property, Schedule B, val. \$										
Personal Property, Schedule C, val. \$										
Value \$										
Poll Tax for State and County										<u>1 50</u>
Total										<u>3 50</u>
5 Per Cent. Penalty										<u>19</u>
Total										<u>\$ 68</u>

Received payment 26 day of June 1911

M. A. King, Deputy Treasurer.

Mr. Sarah C. Opreland Est Dr.

1911

To ~~G. W. BUTTS~~, Treasurer of Nansemond County, Va.
C. R. FULGHAM.

No. 215	STATE TAXES.				County Levy 40c. on \$100	County Road Tax 15c. on \$100	County School Tax 20c. on \$100	District School Tax 20c. on \$100	Parish Levy 5c. on \$100	TOTAL TAX
	State Tax Support Gov. 20c. on \$100 R. E. and P. P. Schedule B.	State Tax Support Gov. 25c. on \$100 P. P. Sched C	State School Tax 10c. on \$100 R. E. & P. P. Sched. B. & C.	State Tax for Pensions 5c. on \$100 R. E. & P. P. Schedule B.						
Real Estate, acres 28 valued \$ 280	56		28	14	112	42	56	56	14	378
Personal Property, Schedule B, val. \$										
Personal Property, Schedule C, val. \$										
Value \$										
Poll Tax for State and County										150
Total										378
5 Per Cent. Penalty										28
Total										406

Received payment day of MAY 25 1912 191

M. M. Watkins Dep. Treasurer.

J. W. EASTER, D. D. G. L.

SIXTH AND SEVENTH MASONIC DISTRICTS

301 WELLONS STREET

Suffolk, Va., Apr. 22, 1909

Recd. of Miss Jessie Copeland
for Tinning the house \$ 45.00
for " " Porch 5.00
for board + lodging
for three men 10.00
\$ 60.00

Recd Payment.
Jno. W. Easter.

This work was done for Fannie
C. Copeland before her death
and paid by Jessie R. Copeland
in full. before Fannie C Copeland's death.
J. W. Easter

Recd of Jessie Copeland

Three⁰⁰ Dollars in

full account of

Sallie Copeland, Dec,

Mch 4—11 C. J. Riddick

Thorns

DR. C. J. RIDDICK,

OFFICE: WASHINGTON STREET. RESIDENCE: 305 PINNER STREET.

BOTH 'PHONES.

R

T. O. PALMER,
DRUGGIST,
916 Washington Street,
SUFFOLK, VA.

Received from Jesse R Copeland Fifteen Dollars
part payment on principal of a Dec of Trust
Against Sarah C. Copeland & Algernon Copeland
April 17th 1911.
J. J. Langston

\$35.00 .

Received from Jesse R. Copeland Thirty-five Dollars
in part of Deed of Trust given by Sarah C Copeland
and Algeriah Copeland

Jan 15th 1911

J. J. Langston

Mr Ling:-

Will you send me
my peas. I started to send
my daughter but it was
too rainy. I will send her
down tomorrow if it isn't
raining.

Sallie Copeland.

If you send the note I will
sign it and return it by
mail.

2 Bys Riving 178 6 1/2

1068

89

1157

1 Bag Riving 7 2

7

1165.34

116.91

169

Suffolk, Va., March 4, 1907

On Dec 1, 1906 days after date

The Suffolk Peanut Co. in order, nego

without offset, at the FARMERS BANK OF NANSEMOND

Twenty 20/100

for value received; and it is agreed upon by the parties that the interest on this Note
in advance; and we, principal and endorser, hereby waive the benefit of our Homestead

this debt.
Witness
Lem Jordan

Sarah C. Coker
By Jessie R. Coker

169.

Suffolk, Va. *May 4 1907*

On Dec 1, 1904 days after date promise to pay unto
The Suffolk Peanut Co. or order, negotiable and payable,
without offset, at the FARMERS BANK OF NANSEMOND Suffolk, Virginia,
Eighteen & 91/100 Dollars,

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

this debt.
Witness
Lem Jordan

Sarah E. Copeland
Bessie A. Copeland.

Paid
for

Lyon & Dennis

Manufacturers of

Virginia and North Carolina Pine

Suffolk, Va., Apr 10th

1913

Mr. E. L. Everett,

Suffolk Va.

Dear Sir,

as per your request of our Mr. C. J. Dennis
for information as to the time we moved our mill
equipment etc. from location on S. A. L. R. R.
we say to state that according to our file of R. L. D.
our mill equipment etc. was billed out on Nov 12th
1909 by the S. A. L. R. R. . Trusting this is the
information you desire

We are yours truly

Lyon & Dennis
per Lyon

• Veracity of price explained
E. G. Proctor
S. M. Wentchee

Jessie R Copeland

Cost & amt received

425.50

Writ. Tax

1.50 ✓

Alert 2

4.03 ✓

Sheriff

2.50 ✓

Attorney Letter fee

15.00 ✓

Bond for Kelly Court C

25.00 ✓

Supp. - Herald

2.00 ✓

Walter Horner Auctioneer

5.00

S E Everett J. R. Samson

17.50

Total cost

75.53

Balance

349.47

J. J. Langstein (debt of 2nd mt)

168.75

Boal

180.72

Assurance Copeland (agreed upon
Corking right)

50.00

Jessie R. Copeland (owned)

130.72

To His Excellency,

GOVERNOR WM. HODGES MANN,

Richmond, Virginia.

DEAR GOVERNOR:

We, the undersigned citizens of Suffolk and Nansemond County, without bias or prejudice, recommend to your mercy Samuel Hardy, who is under sentence of death by electrocution on May 20, 1910, and pray you to exercise your authority in his behalf and save him from death. While the perpetuity of our Government rests with the safe-guarding of life and property by a strict enforcement to the obedience of our laws, yet we believe that where doubt exists as to the guilt of the condemned, as in this case, Executive clemency is a sacred privilege as a last resort for fair, sober, unprejudiced, judicial, humanitarian consideration, hence we petition you, believing in your integrity and sense of fairness and justice, to interfere in Sam Hardy's behalf and commute his sentence, and to this end we invoke your kind offices.

Very respectfully,

425
2
8.50
9.00
17.50

349 47

Sarah O. Copeland to J. C. Deane, Trustee
for S. A. & W. M. Crumpton 57, 197

J. J. Bangs }
J. C. Deane Trustee } Add to income.

33-654

35-166

This Dad of first is satisfied
in full.

37-137

37-178

31, 290

31, 578

46, 557

57, 197

57, 197

30 June 1904

Sarah C. + Algeriah to J. C. Felton, Trustee
farm

In trust to secure S. A. Crumpler \$150.

W. M. Crumpler \$120;

made by Sarah + Algeriah Copeland, + payable
on demand

Both Assigned to J. J. Langston Feb. 3, 1906

2, 146

C. E. Holland, Executor of C. E. Sumner
v.

Algeriah Copeland

\$3.89 with int. from 2 Oct. 1897 + 1.45 costs.

Rendered Oct. 2, 1897

Docketed April 13, 1898.

26146

150.00

100.00

25.00

5-26.46

5-5.0

275-

275-

6

16.5-6

7.281

16.50

7

112

*Received for Court
these two by J. C. Felton
Secy of S. C. Co.
H. S. Co.*

\$125.00 on demand; with legal interest from date until paid,
we bind ourselves, our heirs, executors and administrators, jointly
and severally, to pay to William M. Crumpler of Nansemond County,
Virginia, his heirs or assigns, the sum of One Hundred and Twenty
Five Dollars. for value received; and we hereby waive the benefit
of our Homestead Exemption as to this debt, obligation and contract.

Secured by deed of trust on real estate in Nansemond
County, Virginia, J. C. Felton, Trustee.

Witness our hands and seals this 30th day of June 1904.

Witness.

W. M. Crumpler
W. M. Crumpler Seal.

Algenia X Copeland
Algenia X Copeland Seal.

17th - 04 Det. for.
30

6-10-'08!

For value recd
I hereby assign
this bond to S.A.
Benson without
recourse to me.

W. M. Coughlin

6-10-'08 Det. to.
30

17th - 05 - " "

180 Feb 3, 1906,

For value received
in the sum of \$201.58,
I hereby assign this
bond to J. J. Fausstine
without recourse to
me or my estate

S.A. Coughlin Assignee

per
W. M. Coughlin
att

Interest paid to Decth 30th 1906
Interest paid to Decth 30th 1908
Cr By Interest " " 1910
Cr By Interest " " 1911

\$150.00

On demand, with legal interest from date until paid,
we bind ourselves, our heirs, executors and administrators, jointly
and severally, to pay to S. A. Crumpler of Nansemond County, Virginia
her heirs or assigns, the sum of One Hundred and Fifty Dollars.
for value received; and we hereby waive the benefit of our
Homestead Exemption as to this debt, obligation and contract.
Secured by deed of trust on real estate in Nansemond
County, Virginia J. C. Felton, Trustee.

Witness our hands and seals this 30th day of June 1904.

Witness:

W. M. Beaton

Sarah C. Crumpler Seal.

A. L. Crumpler Seal.

Int pd. to Dec 30 '04
" " " June " '08
" " " Dec " '06

Paid on principal of
this bond \$75.00
S. A. Langston

Feb 3rd, 1906,
For value received
in the sum of \$201.58
I hereby release
this bond to J. J.
Langston, without
recourse to me on
my estate.

S. A. Langston

Per

M. M. Langston

att

Interest paid to Dec 30th 1906
Interest paid to Dec 30 1908
Cr By Interest Dec 30 1909
Int paid to Dec 30 1910

Paid on principal of
this bond \$35.00
Jan 14th 1911 J. J. Langston

April 15 1911

Paid on principal \$15.00
Interest paid to Dec 30 1911

Received this 30th. day of January, 1914, of H. B. Everett and J. F.
Launders, Special Commissioners in Chancery suit under name and style of
Jesir H. Copeland and others vs Jessie H. Copeland, Administratrix, and
others, the sum of \$ 200.

J. Wall Stearns.

J. Wall Stearns

Received this 30th. day of January, 1914, of A. E. Everett and J. W.
Saunders, Special Commissioners, in the Chancery suit under name and
style of Jessie F. Copeland and others vs. Jessie F. Copeland, Adminis-
tratrix, and others, the sum of 200.

Suffolk Herald

C. A. Dennis Manager
Per

Suffolk Herald.

\$ 130.72

Received of S. E. Everett and J. R. Saunders, Special Commissioners, this 30th. day of January, 1914, in the chancery suit in name and style of Jessie R. Copeland and others vs. Jessie R. Copeland, Administratrix, and others, the sum of \$130.72.

Jessie R. Copeland

Received this 30th. day of January, 1914, of E. E. Everett and J. F.
Haunder, Special Commissioners in Chancery suit under name and style of
Jesse W. Copeland and others vs Jessie W. Copeland, Administratrix, and
others, the sum of \$ 17.50.

Everett & Haunder

J. Haunder

S.E.E.
J.R. S.P. Comm.

Feb. 2 1914

Received of S. E. Everett & J. R. Saunders, Spl. Comrs

Twenty-five Dollars

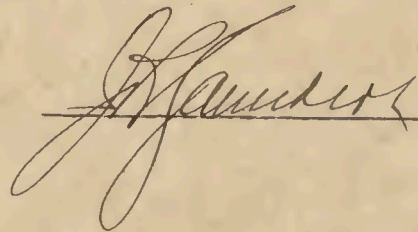
Comis. fee in Jessie R. Copeland v. Asariah Copeland

\$ 25. ⁰⁰

Bradford Kilby, Comr.

February 2, 1914.

Received this day of S. E. Everett and J. P. Saunders, Special Commissioners, the sum of fifty dollars, which is accepted by Assariah Copeland in full satisfaction of his curtesy rights in the matter of Jessie F. Copeland and others against Jessie R. Copeland, Administratrix, and others, it being also fully understood that judgment, ^{in favor of C.E. Saunders Decreed,} amounting with interest and cost to eight dollars shall be fully paid and satisfied by said Assariah Copeland out of the said sum of fifty dollars this day paid.



~~the~~ Jessie R. Copeland

TO G. E. BUNTING, CLERK CIRCUIT COURT
OF NANSEMOND COUNTY
SUFFOLK, VA.,

1913 - Feb. 8

vs.

TAX, \$1.00

TRANSFER, \$

FEE, \$1.50

\$2.50

Qualifying as Adminr of estate
of Sarah C. Copeland, dec'd.

Paid

191

Clerk

VIRGINIA:

In the CLERK'S OFFICE of the CIRCUIT COURT of the COUNTY OF NANSEMOND,
on the 8th day of February, 1913-

I, Q.E. Bunting, Clerk of the Circuit Court of the County of Nansemond, in the
State of Virginia, do certify that it appears from the records of the said Court, on file in my office,
that Jessie R. Copeland

duly qualified on the 8th day of February, 1913, as

Administratrix

of the estate of Sarah C. Copeland, deceased,

and that she executed and acknowledged a bond as prescribed by law, in the penalty
of \$ 1000.00, with S. E. Everett,

as surety

GIVEN UNDER MY HAND

the day and year first

herein above written.

Q.E. Bunting, CLERK,

By S. J. Parker, D. C.

Receipts
of
Jesse R. Copeland Adams

dated 8 Feb. 1913

\$1000.

This Deed, Made this 30th. day of June in the year

one thousand nine hundred and four between Sarah C. Copeland, and

Algernon Copeland, her husband,

of Nansemond County, Virginia., part ies of the first part, and

J. C. Felton, chosen as trustee for the purposes herein specified,

of the same County and State, part Y of the second part—

Witnesseth: That said part ies of the first part do grant unto the said part Y of the second part, with general warranty, the following property, to wit:

First, (1st.), All that parcel of land in Holy Neck Magisterial District, Nansemond County, Virginia, containing Fourteen (14) Acres, more or less, and bounded on the West by the Jackson Railroad Bed; South by the land of Dr. R. E. Parker; North by Charles Boothe; and on the East by Joseph Brown.

Second, (2nd.), Another tract of land adjoining the above which was purchased by Henry Goodman from William Keeling and wife and others, on the 30th., day of November 1896, and duly recorded in the Clerk's Office aforesaid in D. B. No. 42 Page 268, containing Fourteen (14) Acres, more or less, and bounded as follows.

Beginning at a Pine on Richen Butler's line in a Branch ; thence; along said Branch to the main run; thence, up a small run Southeast, making said Fourteen (14) Acres.

It being the same parcels of land this day and instant conveyed to the said Sarah C. Copeland by William M. Crumpler, the said deed being contemporaneous and one and a part of the same transaction, the money herein secured being the balance of the purchased price unpaid.

In Trust, to secure to S. A. Crumpler and William M. Crumpler,
both of Nansemond County, Virginia. the payment of the sum of

First, (1st.), to S. A. Crumpler the sum of One Hundred and Fifty (\$150.00) Dollars, and Secondly to William M. Crumpler the sum of One Hundred and Twenty Five (\$125.00) Dollars, evidenced by two certain bonds, for those amounts made by the said Sarah C. and Algeriah Copeland, Copeland and payable respectively to the said S. A. Crumpler and William M. Crumpler, ON DEMAND, with legal interest to the dates of the completing payments, which said interest is to be paid Semi-annually, and to secure any bond or bonds, note or notes given in renewal or curtail of either of the said bonds, in whole or in part, the Homestead Exemption of the said parties of the first part being waived in toto as to the operation of this deed of trust, or as to the collection of these debts herein secured.

In the event that default shall be made in the payment of the said debt, principal or any installment of interest, when due and payable, then the Trustee, on being required so to do by the beneficiaries, or either of them, their executors, administrators, or assigns, or those of them shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale the same shall be made after first advertising the time, place and terms thereof for ten days in such manner as the said Trustee may deem best and upon the following terms, to wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustee's commission of five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said debt; and if there be any residue of said purchase money the same shall be made payable at such time, and secured in such manner, as the said part in of the first part their executors, administrators or assigns shall prescribe and direct, or in case of their failure to give such direction, at such time and in such manner, as the said Trustee shall think fit.

The said part in of the first part covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed so long as they or their heirs or assigns shall hold the same; and further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of \$ 100.00 for the further protection of the said beneficiaries or assigns; and in the event of their failure to do so, then the Trustee, or the beneficiary under this deed may, effect or renew such insurance from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity by which the debt aforesaid may be recoverable.

If no default shall be made in the payment of the said debt or insurance premiums, then, upon the request of the part in of the first part, a good and sufficient deed of release shall be executed to them at their own proper cost and charges.

Witness the following signature and seal and

W. T. ...
W. M. Beaton

Sarah C. Copeland 
Algeriah Copeland 



STATE OF VIRGINIA,
County of Nansemond } To wit:

I, R. H. Rawler, a Notary Public
for the county aforesaid, in the State of Virginia, do certify that Sarah C. Copeland
and Algeriah Copeland
whose name and signed to the writing hereunto annexed, bearing date the 30th day of June, 1904, have acknowledged the same before me in my county aforesaid.

Given under my hand this 28 day of July, 1904
My term of office expires 28 day of Jan, 1907 R. H. Rawler

MEMO.—To be acknowledged before a Justice, Notary Public, or Commissioner in Chancery.

Deed of Trust.

Sarah C. Copeland and
To her husband.

J. C. Felton

Trustee for S. A. Crumpler and
William M. Crumpler

Admitted to Record this 2 day of

July, 1904

Recorded D. B. 57 Page 197
1904

Examined and verified.

M. Lawrence D. C. Clerk.

By _____, D. C.

Tax \$ 50

Fee \$ 1.25

Rec'd \$ 1.75

VIRGINIA:

In the Clerk's office of the Circuit Court of Nansemond County
the 2nd day of July 1904, this deed was presented, and, with the

certificate annexed, admitted to record.

Teste:

R. P. Smith, Clerk,
By M. Lawrence, D. C.

THIS DEED, Made this 30th., day of June in the year one thousand nine hundred and four between William M. Crumpler of Nansemond County, Virginia of the first part, and Sarah C. Copeland of the same County and State aforesaid of the second part- WITNESSETH: That in consideration of the sum of Four Hundred (\$400.00) Dollars, the said William M. Crumpler does grant unto the said Sarah C. Copeland with Special Warranty, all

First, (1st.,), All that parcel of land in Holy Neck Magisterial District, Nansemond County, Virginia, containing Fourteen (14) Acres, more or less, and bounded on the West by the Jackson Railroad Bed; South by the land of Dr. R. E. Parker; North by Charles Boothe; and on the East by Joseph Brown.

Second, (2nd.,), Another tract of land adjoining the above which was purchased by Henry Goodman from William Keeling and wife and others, on the 30th day of November 1896 and duly recorded in the Clerk's Office aforesaid in D. B. No. 42 Page 268, containing Fourteen (14) Acres, more or less, and bounded as follows:

Beginning at a pine on Richen Butler's line in a Branch; thence, along said Branch to the main run; thence, up a small run Southe ast, making said Fourteen (14) Acres.

But it is expressly understood and known that both pieces of this land is sold in gross and not by the acre, and likewise that only such title is conveyed to the said Sarah C. Copeland as the said William M. Crumpler obtained from G. F. Batten, Trustee of Henry C. Goodman, by the deed dated March 31, 1904, and duly recorded in D. B. No. 56 Page 413, and that the said William M. Crumpler does not warrant the title to the same.

Together with all and singular the buildings and appurtenances there on and there to belonging.

The said party of the first part covenants that he has the right to convey his title as aforesaid in the said land to the grantee; that he has done no act to encumber the said land; and that he, the said party of the first part, will execute such further assurance of the said land as may be requisite, to fully convey all his rights in the same, and which he obtained by the deed aforesaid.

Witness the following signature and seal.

William M. Crumpler (Seal)

STATE OF VIRGINIA.)

County of Nansemond)

To Wit:

I J. E. Green, a Notary Public
for the county aforesaid, in the State of Virginia, do
certify that William M. Crumpler
whose name W signed to the writing hereunto annexed
bearing date the 30th day of June, 1904,
has S acknowledged the same before me in my county aforesaid
Given under my hand this 2nd day of July, 1904
J. E. Green
My term of office expires 20 day of July, 1904

VIRGINIA:

In the Clerk's office of the Circuit Court of
Nansemond County, the 2nd day of
July, 1904:

This deed was presented, and, with the certificate
annexed, admitted to record.

Teste:

R. R. Smith, Clerk
By J. M. Lawrence, D. C.

¹⁵⁰
Deed of Bargain & Sale.

William M. Crumpton.

to

Sarah C. Copeland.

Admitted to Record
July 2. 1904.

Recorded in D.B. 56- Page 493-

1905 Dec. 4

Examined & verified,
McLawrence & Co.

Tax 1.00
Fee 1.25
Paid \$2.25

Jessie R. Copeland, being duly sworn deposes and says:

Q.- Give your name; age; residence; and occupation.

A.- Jessie R. Copeland; thirty-four years; Nansemond County; a house-keeper.

Q.-Are you the daughter of Sarah C. Copeland?

A.- I am.

Q.- When did your mother die?

A.- February 16, 1909.

Q.- After her death who took charge of her affairs, paid her indebtedness and so forth?

A.- I did myself.

Q.- Did you have charge of her farm after her death; and how many years?

A.- I did; for three years.

Q.- Did you have anyone dependent on you at the time?

A.- Yes Sir, two sisters and one brother.

Q.- Were they infants?

A.- No Sir, one of my sisters, Mary Jane was an invalid. She was insane, and the third year my youngest brother went crazy and is now. Both he and my sister, Mary Jane are now in the asylum.

Q.- Have you any other brothers and sisters?

A.- No Sir, not living.

Q.- Are they twenty-one years old?

A.- Yes Sir, both twenty-one years old.

Q.- Did you after your mother's death pay off her indebtedness?

A.- Yes Sir, I did.

Q.- Have you receipts for same?

A.- Yes Sir.

Q.- I will ask you to produce them at this time so that we may make them out now.

A.- Witness identifies and swears to the following accounts;

Feb. 16, 1909,	W. H. Crocker	
	for Burial Expenses.....	\$65.00
June 19, 1909,	E. L. Volk Co.....	23.22
_____, 1909,	Dr. John E. Phillips.....	17.00
March 4, 1909,	Jordan & Lotzia.....	5.13
Oct. 29, 1909,	Suffolk Peanut Co.....	16.91
Feb. 5, 1910,	John Z. Yates.....	2.79
April 22, 1909,	J. W. Easter, for work on house.....	60.00
	Tax Receipts for 1909, 1910, and 1911.....	17.50
Dec. 30, 1910,	J. J. Langston, interest.....	12.00
Jan. 15, 1911,	J. J. Langston, interest.....	35.00
Apr. 17, 1911,	J. J. Langston.....	15.00
Dec. 30, 1911,	J. J. Langston.....	8.34
Dec. 30, 1909,	J. J. Langston.....	12.00

290.39

Q.- Have you any more accounts?

A.- No, I have no more accounts, nor receipts for money paid out.

Q.- Have you paid all the indebtednesses of your mother so far as you know?

A.- I have, except the Deed of Trust held by Mr. Langston.

Q.- Did your mother leave any personal property?

A.- No Sir.

Q.- Have you sold any property that was there when your mother died?

A.- Yes Sir; one cow for \$28.00; and one cart and wheels for \$13.00 but I have not received the pay for the cart and wheels but have for the cow.

Q.- Did this property belong to your mother that you sold?

A.- The cart and wheels were my mother's. I paid \$9.00 repairs on them and then sold them for \$13.00 but have not received any pay for them yet.

Q.- Why do you claim the cow?

A.- My mother gave me the cow.

Q.- Was there any other property there when she died?

A.- Yes Sir, there was. My own property is there now.

Q.- Did you sell an organ after her death? Whose was that?

A.- Yes Sir. My own.

Q.- Did you pay for it yourself?

A.- Yes Sir, I bought it for \$40.00 from C. L. Lewis, myself and sold it to Thompson & Company for \$8.00 after my brother had broken it. I paid a grocery bill for the family with the money.

Q.- You had a horse. Who bought that? From whom?

A.- I did. From Preston Hill.

Q.- State what you did with the horse?

A.- Sold it.

Q.- What did you pay for the horse?

A.- \$135.00.

A.- Is there anything else you would like to tell?

A.- Yes Sir, I gave my entire work to the family for three years.

Q.- Were you the oldest?

A.- I was.

Q.- Did Asseriah Copeland stay at home and work?

A.- He worked away from home.

Q.- What is this farm worth?

A.- Five or Six hundred dollars.

Q.- What would it rent for?

A.- It rented in 1912 for \$35.00.

Cross Examination.

Q.- After your mother died you say you took charge, please state why you took charge and by what authority?

A.- Well, there was no one else to take charge, and because my mother told me.

Q.- Where was Asseriah Copeland?

A.- He was around home.

Q.- Is it not true that you rented the place out and collected the rent yourself? If so how much rent did you collect?

A.- Yes, I did. \$35.00.

Q.- What did you do with that money?

A.- My father objected to my staying at home and I had been looking out for my sisters. I supported myself and my sisters with that.

Q.- Who rented the farm after that year?

A.- John Mizelle.

Q.- Did you ever drive Asseriah Copeland out of the house?

A.- No Sir.

Q.- Did you ever nail the house up?

A.- No Sir, I locked the house but never nailed it.

Q.- Did Asseriah Copeland have a key to the house?

A.- No, he did not.

Q.- How long did it stay locked?

A.- I do not remember. Until he got the key.

Q.- Please state what authority you had to lock the house.

A.- I did it to save my furniture.

Q.- You stated that Asseriah Copeland objected to your staying there. Did you still stay there over his objections?

A.- No Sir, I left.

Q.- When did Asseriah Copeland object to your staying there?

A.- Last year, 1912.

Q.- You stated on your direct examination that you sold one cow, the property of yourself, and one cart and wheels, belonging to your mother. Please state whether or not that is all the property you sold.

A.- Yes Sir, that is all.

Q.- Then I understand you to say that all the property around your mother's house was owned by you except one cart and wheels?

A.- Yes Sir, that is all.

Q.- Now I will put you on your guard, as I expect to contradict some things you are going to say. How many pounds of bacon was

there at the time of your mother's death?

A.- I took no account.

Q.- Did you sell any bacon?

A.- I did not. It was used in the family, and not a piece sold.

Q.- How many cows were there?

A.- There were three cows. One owned by myself, one by my brother and one other that was given me.

Q.- From whom did you buy your cow?

A.- From W. P. Blow, a little yearling, for the sum of \$8.00.

Q.- You stated on your direct examination that you sold a cow for \$28.00, and that that cow was given you by your mother. Please state when the cow was given to you and who was present and heard the conversation between yourself and your mother?

A.- My brother and sister, Patrick H. Copeland and Elizabeth.

Q.- How many hogs were there at the time your mother died?

A.- There were two.

Q.- Whose hogs were they?

A.- One belonged to my sister and the other to me.

Q.- How did you come into possession of your hog?

A.- My mother gave it to me.

Q.- Did she give it to you at the same time she gave you the cow?

A.- No.

Q.- When did she give it to you?

A.- I don't know now but she gave it to me.

Q.- How many pigs were there?

A.- There were not any. She sold what she had.

Q.- Did you sell both hogs?

A.- No Sir, one was killed and the other was sold.

Q.- How much did you get for the hog you sold?

A.- I do not remember. About \$8.00.

Q.- Then you do not remember what you got?

A.- Not exactly.

Q.- You stated a few minutes ago that there were three cows, one be-

longing to your brother and the other to yourself, to whom did the third one belong?

A.- One to my brother and two to myself.

Q.- What did you do with the money you got from the sale of your brother's cow?

A.- He used it himself.

Q.- Is it true that your brother is in the asylum?

A.- He is.

Q.- By what authority did you sell your ~~crazy~~ brother's cow?

A.- He wasn't crazy then.

Q.- What furniture is now in the house?

A.- I have not been there and do not know but I can tell you what I left there. There was none worth mentioning. Five old chairs that were mine; three bedsteads; one my sister's and one my own; the other I do not know whom it belonged to only it was there; two trunks; one looking-glass; three bed-ticks; two or three old knives and forks and a half-dozen spoons; cook-stove; sewing-machine; one dining table; one of my trunks packed full of my own bed-clothing and one with a toilet set in it that was given to me.

Q.- Please state when it was that you moved from this house?

A.- I have not moved. I left and my things are there.

Q.- When did you leave?

A.- I think- in the Spring- in May, 1912.

Q.- Where have you been living since last May?

A.- I have been living with different people in Suffolk and Norfolk.

Q.- Why did you not move those things from that house if they belonged to you?

A.- I had no place to move them.

Q.- Did you not state on your direct examination that Asseriah Cope-land objected to your staying there and you moved?

A.- Yes Sir.

Q.- Please state whether or not there were ~~any~~ chickens there at the time your mother died?

A.- Yes Sir.

Q.-,How many were there?

A.- Three.

Q.- Are you prepared to swear that three were all the chickens that were there at the time your mother died?

A.- Yes Sir, three grown-up chickens.

Q.- You stated on your direct examination that you paid these bills for which receipts are filed. Is it not true that Asseriah Copeland worked for the money and turned it over to you to pay a great number of these bills and that you paid them and took the receipts in your own name?

A.- He did not. My father of course worked when he could but I worked the year through. In the summer I worked on the farm and in winter I taught.

Q.- Then you state positively that he turned over to you no money to pay these debts?

A.- No Sir, he gave me no money. He used his money in the family.

Q.- On what date did you qualify as the administer of your mother's estate?

A.-

T. W. Savage, being duly sworn deposes and says:

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

A.- T. W. Savage; sixty-five years of age; live in Suffolk and farm and run a saw-mill business in the County.

Q.- Mr. Savage, do you know Jessie Copeland?

A.- Yes Sir, I have known her all her life; lived in the same neighborhood.

Q.- Do you know her reputation for truth and veracity in your neighborhood?

A.- Well, I have never heard anything but that she has always been a true and honest and virtuous lady.

Q.- Would you believe her on her oath?

A.- Yes Sir.

CROSS EXAMINATION.

Q.- How long have you been living in the Town of Suffolk?

A.- Near seven years.

Q.- Since you have been living in the Town of Suffolk what opportunity have you had to know the reputation of Jessie R. Copeland?

A.- Well, I have been passing her house backward and forward for three or four years met her every day, saw her, and spoke to her. I don't mean that I spoke to her every day but I would see her. She was teaching school and she might have walked up to the store, where I got dinner.

Q.- Then, if I understand you correctly, the only opportunity you had of knowing anything about Jessie R. Copeland was the mere fact that you drove by her house on your way to and from your mill and that you may have seen her on the road?

A.- Well I knew her like anyone else did,-- And previous to seven years ago she worked for me, milking cows and working around the house-- just her general reputation. She lived not over a quarter of mile from me.

Q.- During that seven years, that you have been living in Suffolk, various things may have happened that you knew nothing about?

A.- Of course, but I am not here to talk about that.

RE-DIRECT EXAMINATION.

Q.- While your family is now in Suffolk is your business not in that community in which Jessie Copeland lives?

A.- I farm, and have a saw-mill out there. She has been away from her homestead for quite a little while now, and I haven't seen anything of her for the last twelve months.

Q.- Do you remember if Jessie Copeland paid you bills of her mother, after her mother died?

A.- Yes Sir.

RE-CROSS EXAMINATION

Q.- Do you know of your own knowledge where Jessie Copeland got the money to have paid those bills?

A.- Well, no, I do not.

J. G. Gloss, being duly sworn deposes and says:

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

A.- Twenty-two years; live in Nansemond County, am a farmer and know the parties to this suit.

Q.- Please state whether or not you bought any cattle from Jessie R. Copeland, if so how many did you buy, when did you buy them, and what price did you pay for them?

A.- I bought one cow; the latter part of February, 1911, and paid thirty-eight dollars for her.

Q.- To whom did you pay this money?

A.- To Jessie R. Copeland, in the presence of her sister, at the gate.

Q.- Did Jessie R. Copeland tell you whose cow it was that she was selling you?

A.- Yes Sir, she said it was her mother's cow.

Q.- Do you consider Assariah Copeland a hard working man?

A.- Yes Sir, just as hard working as anybody in the neighborhood.

Q.- Does Assariah Copeland make as much as the average working man of his class?

A.- Yes Sir, and I have heard that Assariah Copeland took his money home and gave it to Jessie to pay on his debts, little debts brought up against the family, just as he had done his wife in her life as it seems Jessie had a little more book knowledge than any the rest of the family.

Q.- Mr. Gloss, state to the Court the conversation that you had with Jessie R. Copeland at the time that you bought the cow?

A.- There was hardly any conversation, I went over there and she asked me if I had brought her \$40.00. I told her that I had not and she said she could take no less as she had wintered the cow, and used all her feed and that it was her mother's cow and she hated to get rid of her anyway because her mother had thought so much of it.

Q.- Did Assariah Copeland work any for you?

A.- Yes Sir.

Q.- How much did you pay him by the day?

A.- I did not pay him by the day. He cut logs for me and I paid him three cents apiece for the logs. I paid him up Saturday evening just before Christmas.

Q.- Did he work constantly?

A.- Yes Sir.

CROSS EXAMINATION.

Q.- Mr. Gloss how many were in the Assariah Copeland family after the death of the mother?

A.- Three girls and one boy besides Assariah Copeland, making five in all.

Q.- Assariah, as I understand from you, worked and took care of the family?

A.- Yes Sir.

Q.- Mr. Gloss, you seem to be very well acquainted as to the amount of work he did and so forth, after the death of his wife, and you know I suppose what it took for them to live on. What do you think Assariah Copeland, after taking care of his family, could save per year working as he worked?

(Objections were made to this question as witness was asked for mere opinion.)

A.- I do not know anything at all about that.

Q.- All you have said this afternoon is your mere opinion except that you say that you bought a cow from Jessie Copeland; that she stated that was her mother's cow; and that you paid thirty-eight dollars for that cow and that you bought her in the month of February, 1911.

A.- Yes Sir.

E. G. Rogers being duly sworn deposes and says:

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

A.- E. G. Rogers; age 47 years; live in Portsmouth; work in the Nayy Yard and know the parties to this suit.

Q.- Did you log the mill for Lyon & Dennis, near Frank Eley's place?

A.- Yes Sir.

Q.- Did Assariah Copeland work with you at this place?

A.- Yes Sir, He did the second year.

Q.- State when he commenced work?

A.- About the first week in March or the last week in February.

Q.- When did he stop?

A.- The first of September or the last of August and he made about six months work.

Q.- How much did he make a month?

A.- He averaged somewhere about \$20.00 a month.

Q.- Do you know how much you paid him?

A.- Well, as near as I can get at it, I paid him about SEVENTY-SEVEN (\$77.00) DOLLARS, and he paid me about TWENTY-EIGHT (\$28.00) DOLLARS, that he owed me, and some other for little accounts he took up in the commissary.

Q.- Some of the witnesses have stated here that Assariah Copeland worked with you up till Christmas, and that you paid him off the day before Christmas. Did you do this?

A.- No Sir, for at Christmas we were in Gates County.

Q.- Do you know when the mill was moved?

A.- No Sir, not exactly but we shut down in October and we tore down, packed up and got away in November.

Q.- Is there anything else you know about this matter or this case?

A.- I don't know much about the case anyway, all I know is what I know about Assariah and I knew who was head of the family, and who paid the bills and so forth.

CROSS EXAMINATION OF E. G. Rogers.

Q.- You stated, in answer to Mr. Everett's question that TWENTY-EIGHT (\$28.00) DOLLARS was owed to ^{you} by Assariah Copeland, please state what Assaraih Copeland owed you this \$28.00 for?

A.- Some seed peanuts and horse-feed—corn.

Q.- What horse did Assariah feed with this feed?

A.- There wasn't but one horse there and I don't know whom he belonged to.

Q.- How do you arrive at the fact that Assariah Copeland worked with you six months and that he made \$20.00 per month, and that you paid him \$77.00?

A.- He made generally about \$1.00 a day and why I averaged it, good working was about twenty days to the month and as rule he took up from five to six dollars (\$5.00 to \$6.00) a month in the commissary, and taking that from the total made about \$77.00. In June we made about half the time and the nearest I can get at it I gave him about \$77.00.

Q.- Then if I understand your answer you are not prepared to state on oath that \$77.00 is the exact amount that you paid him?

A.- I am so far as I know, I don't think I am \$5.00 nor five days out of the way, either.

Q.- Have you your time books here with you?

A.- No Sir. I might find a portion of it, but he cut logs by the piece at \$1.75 a hundred and consequently his name is not on my books.

Q.- Since you have been called to testify as a witness in this case, have you consulted your books and made out your account as to what Assariah made when he was at work with you?

A.- No Sir I haven't. There was no way I could do that. When he was working we would go through the woods and count the logs up. If he had been a day man I might have counted it up.

Q.- Then what Assariah Copeland made is a mere guess from your recollection?

A.- Well I have one or two old pay-rolls and I could judge from them and sometimes we would fall a little under these and I could average it up by them.

Q.- I will ask you to file these pay-rolls with the commissioner so that he may look over them and pass on them.

A.- I haven't them with me, I could only find two pay-days, just for two months pay so I threw them aside.

Q.- How many others did you have working with you at the time Assariah was working with you?

A.- Twenty or twenty-two was the working crew.

Q.- Please give the names of some of these men?

A.- Joe Pope, Dick Eason, Richard Rogers, William Freeman, John Davis, Eddie Smith, Brumsey Glowder, Norman Deanes, and Billie Coles; I don't remember all of them.

Q.- Please state how much money Brumsey Glowder made while he worked with you, how long he worked, how much he averaged per month, and how much you paid him?

A.- I guess he worked about three months. He was a team driver and got \$1.10 a day and averaged about twenty days a month.

Q.- Please state how long Joe Pope worked with you?

A.- I guess about nine months, not at that place but after we cut out that place we went to Whaleyville and worked. He made an average of about \$20.00 and generally averaged about twenty days. He aimed to make about a \$1.00 a day. Joe took up pretty heavy in the store, took up most all of his in the commissary.

Q.- As a matter of fact you don't recollect or remember how much you paid each of the men who worked with you?

A.- No sir I don't, I just average it up.

Q.- And that was the way you arrived at the amount Assariah Copeland made?

A.- Yes Sir.

Q.- Then he may have made something more than the amount you have stated?

A.- Yes Sir it may have been a little over.

JESSIE COPELAND resumes the stand.

Questioned by the Commissioner.

Q.- Jessie why did you not qualify as administratrix after your mother's death?

A.- Because I didn't think it was necessary. I consulted Mr. Lee Britt and he told me that it wasn't, so I let it go at that.

Q.- Have you made out and rendered to the Commissioner of Accounts any inventory and appraisements of your mother's estate?

A.- No Sir I haven't.

J.J.LANGSTON, being duly sworn deposes and says:

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

A.- Sixty-five years; live in Nansemond County; a farmer and know the parties to this suit.

Q.- The deed of trust you hold against the Sarah C. Copeland property is the Crumpler deed of trust assigned over to you, is it not?

A.- Yes Sir.

Q.- Give the amount?

A.- ONE HUNDRED AND FIFTY (\$150.00) DOLLARS now due with some interest.

Q.- Mr.Langston how long have you held this deed of trust?

A.- I don't know exactly, but I had it before Sarah C. Copeland died. Had it about five or six years for she has been dead about four or five years.

Q.- Have you kept pretty closely in touch with the property of Sarah C. Copeland since you had this deed of trust?

A.- Well, I lived near by and she had some property such as the small farmers would have.

Q.- Mr. Langston please state as best you can about what property you recollect Sarah C. Copeland having about the time of her death?

A.- Well, Jessie Copeland claimed the horse and and the organ. I never heard
her say anything about claiming anything else there. There were some cattle there; they generally kept about four or five cattle; there were some several hogs there; there were some chickens, I don't know how many. I saw some in the yard, about seven or eight was what I saw but there might have been others I don't say I saw them all, and don't know how many they had.

Q.- Did they usually put up their meat?

A.- Yes Sir.

Q.- Do you know of your own certain knowledge whether or not there was any meat left there at the time of Sarah C. Copeland's death?

A.- I never saw it but I heard there was some there.

Q.- Mr. Langston has Assariah Copeland been staying there?

A.- He stayed there nights and worked off in the day the principal part of the time; at odd times he worked there.

Q.- Please state whether or not you consider Assariah Copeland a reasonably good working hand?

A.- Yes Sir, for he worked some for me.

Q.- Please state whether or not Assariah Copeland worked constantly, and if he made as much money as the average man of his class to support a family on?

A.- He did. I do not know just what he got except when he was working for me.

Q.- Mr. Langston did I understand you to say that up to the time of Sarah C. Copeland's death that she claimed all the property there except one organ and a horse?

A.- That's all I know anything about Jessie Copeland claiming and the rest of it I thought Sarah C. Copeland claimed.

Q.- Did you ever hear Jessie Copeland say what she owned there?

A.- She may have owned some other property there but that is all I ever heard her say anything about.

Q.- At the time she was talking about what she owned there she only said she owned one horse and one organ?

A.- Yes Sir, that's all I heard.

Q.- And do you know that Sarah C. Copeland claimed the other property there during her lifetime?

A.- Yes Sir, and there was one thing that Jessie Copeland told me after her mother died; that her mother left a will and left everything to her, Jessie Copeland, that was there, and I asked her if the will had ever been admitted to probate and she said it had not. I then asked her if she wasn't afraid it would go out of date and she said that some lawyer had told her that it was good for twenty-five years.

Q.- Did Jessie Copeland show you any will?

A.- No Sir; I never asked her to show me anything.

Q.- Mr. Langston did Jessie Copeland ever write to you and ask you to sell this property in your deed of trust?

A.- Yes Sir.

Q.- Did she state any reason why she wanted you to sell?

A.- No Sir she gave no reason but she wrote me that she wanted me to sell it right away.

CROSS EXAMINATION.

Q.- Mr. Langston, how much was the deed of trust when it was assigned to you?

A.- TWO HUNDRED AND ONE (\$201.58) DOLLARS AND FIFTY-EIGHT CENTS

Q.- Did Sarah C. Copeland pay you anything on it?

A.- She kept the interest paid up and paid one (\$1.58) dollar and fifty-eight cents leaving a balance due of TWO HUNDRED (\$200.00) Dollars.

Q.- Who has been paying since that time?

A.- Jessie Copeland has paid the interest on it and FIFTY(\$50.00) DOLLARS on the principal.

Re-direct Examination.

Q.- You do not know where Jessie Copeland got this money, Assariah might have given it to her as far as you know?

A.- I thought she was acting as cashier while she was living there; I paid her some myself, on Assariah Copeland's wages. Assariah was working in the field at the time she came for it.. She came three times, and sent Lizzie once.

Re-Cross Examination.

Q.- How much did you pay to Jessie Copeland on Assariah Copeland's wages?

A.- I don't know exactly but she came over there three times and one time I over-paid his work, to her, but I told him about it and he said that he would work it out the next week and he did.

Q.- What was the amount you paid to Jessie Copeland on Assariah Copeland's wages?

A.- I don't know exactly but somewhere about and not to exceed \$10.00.

Re-direct Examination.

Q.- Mr. Langston, please state the conversation that was had between yourself and Assariah Copeland, in regard to your deed of trust, soon after you got the letter from Jessie Copeland asking you to sell the property?

A.- Jessie Copeland had left home at this time and was living in Norfolk. She wrote me to me to advertise and sell the farm immediately. I then

went to Assariah Copeland who was the person I considered owned the deed of trust, as it was in his name and not in Jessie R. Copeland's, and that is why I thought it proper to go to him and not her. Assariah then says to me, "Don't sell it for you will put me out in the road and I won't even have anywhere to stay nights." I asked him if the taxes were paid and he said they were, that he had paid them. Then he told me if I would wait on him that he would work it out and I agreed to wait though I told him that I did not know how long I would wait.

Peter Fortune, being duly sworn deposes as follows:

Q.- Did you buy a calf from Jessie R. Copeland and if so when did you buy it and how much did you pay for it?

A.- I bought a calf; in April, 1912; Paid \$5.50 or \$6.00 for it I don't remember which.

Mills Trotman being duly sworn deposes as follows:

Q.- Mills, do you live on the Sarah C. Copeland farm, and if so how long have you lived there?

A.- Yes Sir, moved there first of January.

Q.- Do you know anything about what property was left there at the death of Sarah C. Copeland?

A.- Yes Sir, I know what was left there.

Q.- Please state as best you can about what was left there, when she died.

A.- I know nothing about what was there when she died.

Q.- Please state what was there when you moved there or what you saw there before you had moved?

A.- Three tables, an old safe and three bedsteads.

Q.- Did you ever have any talk with Jessie R. Copeland as to who owned the land?

Mr. Everett objected to the question, as the records are the best evidence as to land, and it was withdrawn.

Q.- Then I understand you to say that you do not know who owns the property?

A.- No Sir, I do not. She said she owned it.

Q.- Owned it all, land and all?

A.- Yes Sir, all.

Q.- Did she make any threats against Assariah - ?

This question was objected to and withdrawn.

Joe Pope was then called, and being duly sworn deposes as follows:

Q.- Did you never work with Assariah Copeland and if so where did you work?

A.- Yes Sir, I did. I worked with Jede Rodgers at Lyon Dennis' mill.

Q.- What did you do?

A.- Sawed logs.

Q.- How much money was Assariah Copeland making at that time and how long did he work with you?

A.- He was making from Seven to Ten dollars a week and worked with me about ten months.

Q.- In what year was this?

A.- About four years ago.

Q.- Was that the year that Sarah C. Copeland died?

A.- I do not know, she was dead then.

Q.- What did Assariah Copeland do with this money?

A.- I don't know.

CROSS EXAMINATION OF JOE POPE.

Q.- Where were you from before you moved to Suffolk?

A.- I moved from Buckhorn.

Q.- You stated that Assariah Copeland worked about ten months. What season of the year was this?

A.- I commenced in April, and worked for ten months thereafter.

Q.- Did you make full time?

A.- Yes Sir.

Q.- Did he make full time?

A.- Worked every day that I did but one.

Unevelle Parker was now called and being duly sworn deposes as follows:

Q.- Please state your name, age, residence and occupation, and if you know the parties to this suit.

A.- I know the parties to this suit and live in Nansemond County.

Q.- Where was Assariah Copeland after the death of his wife, Sarah Copeland?

A.- I don't know; at first one place and then another.

Q.- Did he work any with you?

A.- He worked some with me.

Q.- Was the place he worked near his home?

A.- Some of the places were near.

Q.- Did he turn in his money to Jessie R. Copeland?

A.- Yes Sir, so far as I know what went with it.

Q.- Did Assariah work constantly?

A.- As far as I know.

Q.- How far was it he worked from home?

A.- A very short distance.

Q.- You saw Assariah frequently?

A.- I did.

CROSS EXAMINATION OF UNEVELLE PARKER.

Q.- Do you know whether Jessie Copeland worked or not?

A.- I know she taught school two sessions; outside of that I don't know how much more she did.

Q.- Did you not live close enough to know?

A.- No Sir, I had my work to look after.

Q.- Why is it you know what Assariah Copeland was doing and do not know what Jessie Copeland was doing?

A.- Because she told me.

Q.- What did she tell you?

A.- I couldn't tell everything she told me.

Q.- What did you mean when you said, "because she told me"?

A.- Well, I know when she taught but her other works I don't know.

Q.- Why is it you know all about Assariah Copeland's work and don't know about Jessie's work? Is it not because you are posted for this very case and did not know that you would be asked anything about Jessie Copeland?

A.- I do know that Jessie Copeland taught school.

Q.- Don't you know that she looked after her home duties?

A.- Yes she looked after her home duties.

Q.- Wasn't this family dependent almost on Jessie Copeland?

Question objected to, as we are not here to pass upon the sanity or insanity of anyone but to settle the account as Mr. Everett's objections will show, - this by counsel for Assariah Copeland.

Counsel for Jessie Copeland, "We are now on the question of work, as to what Jessie R. Copeland did and what Assariah Copeland did and Counsel for Assariah Copeland raised the question!"

A.- I can't say anything at all about that. I don't know.

Q.- Before Sarah C. Copeland died don't you know it to be a fact that

Jessie R. Copeland managed the home affairs?

A.- I don't know it.

Q.- I thought you started out by knowing everything about the Copeland's.
Did Jessie R. Copeland have a brother and sister with her that were
in 1912 sent to the Asylum?

A.- Yes Sir.

Q.- Could you tell us who was the head of the family, Jessie R. Copeland
or Sarah C. Copeland?

A.- I do not know.

Q.- Don't you know it to be a fact that Sallie C. Copeland managed and
directed how things should be done around there on account of the
weakness of her husband?

(Question objected to by Counsel for Assariah Copeland as Assariah
Copeland has never been pronounced insane and there is nothing here
to show that Assariah Copeland was not perfectly competent to man-
age and did manage,)

A.- I do not.

Re-direct Examination.

Q.-Has Assariah Copeland to your knowledge ever been pronounced insane?

A.- Not that I know of.

Q.- After the death of Sarah C. Copeland do you know of any long and
continued spell of sickness by either Jessie R. Copeland or Assariah
Copeland?

A.- No Sir.

Henry Eason was now called and being duly sworn deposes as follows:

Q.- State your name, age, residence and occupation and if you know the par-
ties to this suit.

A.- Fifty-six years old; live in Nansemond and know the parties to this
suit.

Q.- Were you ever present at Assariah Copeland's house during the time that
Assariah Copeland was paying her this money, and if so please state as
near as you can the conversation that you heard there?

A.- "I was there one Saturday about two years ago and she was dressed up to
go to town when I got there and we were sitting on the piazza and she

was abusing Jede Rodgers for not paying her the money; she wanted him to understand that that was her money. While we were sitting there talking Assariah Copeland came down the path and she said, "Yonder comes my dear old father, Bless his heart he is the best old father that ever was! He came in, ran his hand in his pocket and pulled out the money and laid it in her lap and I spoke and said that is more than most men will do. I don't do my wife like that. Jessie Copeland then spoke and said, 'This is what he does all the time. Every cent he makes he comes and gives it to me' That is all I know"

CROSS EXAMINATION

Q.- Eason do you know if Jessie Copeland worked?

A.- She worked like most women out there. None of them will kill themselves at work out there.

Q.- Aren't the men guilty too?

A.- Yes Sir, men guilty too.

Q.- Do you know that Jessie Copeland paid the bills?

A.- Yes Sir, but she told me herself that he helped her do it. There was no head to the family.

Q.- Wouldn't it appear to you that if the father worked and turned over the money to the oldest daughter that she was the head ?

(Objections made to this question by Counsel for Assariah Copeland on the ground that witness has not the right to state his opinion from the mere fact of seeing money paid.)

A.- I couldn't say that fairly, I will tell you why; because two or three times they had had some confusion and had been after me to settle matters. One wanted to go ahead and the other wanted to go ahead and so I said to them, 'Whoever has got the most sense go ahead!

Q.- Who did go ahead?

A.- There was no one went ahead.

Q.- Yet with that disturbance, under your oath you come here and say that you saw him turn over money to her and heard her say that he was the dearest old father in the world. And with these things going on there was always a disturbance going on?

Once or twice they came after me to settle some confusion.

Q.- Did you know of any disturbance before the money was passed?

A.- Yes Sir, there was one before then.

Q.- Do you know of any disturbance after the money was passed?

A.- Yes Sir.

Q.- How many times did you go there in all?

A.- About twice.

Q.- Do you know it was twice?

A.- Yes Sir.

Q.- One before the money was passed and one afterwards?

A.- Yes Sir.

Mrs. J. E. Whitehead was now called and being duly sworn deposes as follows:

Q.- Please state your name, age, residence and occupation and if you know the parties to this suit.

A.- Twenty-six years; live in Nansemond County and know the parties to this suit.

Q.- Did you ever buy any bacon from Jessie R. Copeland, if so please state what you bought as best you can, and when?

A.- I did; in 1912, the last and almost a year ago now. I can't say the amount for I did not think then that it would ever be brought up. It was about forty or forty-five pounds though.

CROSS EXAMINATION

Q.- Did Jessie Copeland do the trading; and whom were the bills paid to?

A.- Everything; she seemed to be head with me.

Re-direct Examination

Q.- I understand you to mean that all you knew then were the facts that she bought the groceries and paid for them herself?

A.- Yes Sir, She did that herself.

Re-Cross Examination

Q.- Wasn't it understood in the neighborhood that she was the head?

A.- It was.

Q. (This question was objected to by Counsel for Assariah Copeland on the ground that it was mere opinion but it was answered in the meanwhile.)

Q.- Was there any other person of the family that you would have trusted except Jessie Copeland?

(Question objected to on ground that we are not passing on the sanity or insanity of any person.)

A.- I do not know. I would not like to say that.

McGuire Folk was now called and being duly sworn deposes and says:

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

A.- Sixty-two years; in Nansemond County and am a farmer and know the parties to this suit.

Q.- How far did you live from Sarah C. Copeland at the time of her death?

A.- About two-hundred and fifty yards.

Q.- Do you know anything of what property was left there at the time of her death, if so please state as best you can what was there?

A.- Well, they had some hogs. I do not remember how many brood hogs were there at the time.

Q.- How many hogs?

A.- I do not remember.

Q.- How many brood hogs did you say were there?

A.- I do not remember, three or four sows though. (After a moment's thought) No I'll take that back I don't remember but there was one sow and nine pigs that Jessie Copeland claimed in fact she claimed all.

Q.- State what else they had.

A.- They had some cattle, three or four; fifteen or twenty chickens, I did not count them; plows and cultivators, hoes and shovels and a cart and wheels and household goods, what was left there was there between them.

Q.- Did Sarah C. Copeland claim these things before she died?

A.- Yes Sir, so far as I know she and her husband together. She seemed to manage the business though he worked. Sarah Copeland claimed the thing before she died and Assariah Copeland worked and gave her the money.

CROSS EXAMINATION

Q.- Didn't Jessie Copeland claim to look after things after her mother died?

A.- Yes Sir after her mother died.

RE-DIRECT EXAMINATION

Q.- Jessie Copeland, since you commenced to testify an answer has been filed by Assariah Copeland in which he charges you with the following things that you sold, in the year 1912: Four hundred pounds of bacon at fifteen cents.

A.- I sold forty pounds of bacon at fourteen cents cash and fourteen cents in trade.

Q.- I understand that you admit that you sold the cart and wheels and you say that you paid Twelve dollars on repairs for it.

A.- I did.

Q.- Did you charge that on your account?

A.- I did not.

Q.- The next charge is one cow. I understand that you said that you had sold one cow for \$28.00 was this the cow that you sold?

A.- It was the one I sold. It was my mother's cow and she gave it to me a little yearling.

Q.- How many cows were there at the time of her death?

A.- Three, one my brother sold to Mr. White and one I sold to Mr. Blow and one I have now.

Q.- What did you get for the one you sold?

A.- Twenty-eight Dollars.

Q.- Did you sell one to Peter Fortune?

A.- I did, it was a calf of my own cow.

Q.- Did you sell some chicken wire?

A.- I did, to Henry Parker and paid a bill.

Q.- Did you sell some chickens?

A.- Yes Sir, for the family.

Q.- Did you use the chickens to pay these claims brought in here?

A.- No Sir.

Q.- How many hogs were there when your mother died?

A.- Four or five. I sold some to help feed the others.

Q.- Did you ever sell either of the sows?

A.- Yes Sir, my sister's to Mr. Preston Hill.

Q.- Did you use or give this money to your sister?

A.- I made the last payment on the horse.

Q.- What did you do with the money?

A.- Paid a debt to Mr. Hill.

Q.- Your own debt?

A.- My own debt.

Q.- Decide on the debt that you owed Mr. Hill, did you use any of the money that you sold this for and did you disturb any of the farming implements?

A. I loaned out one plow but that can be replaced.

Q.- Have you any other things that you have paid for that you did not charge up to the estate?

(Question objected to on ground that it is immaterial)

Q.- I have the papers here showing that you paid out so much money for your mother while she was in Suffolk, did you do this?

A.- I did.

Q.- I think you paid \$10.00 for Doctor's bill for Patrick Copeland and you paid the burial expenses of your mother; all of these things you made no charge for?

A.- No Sir, I worked for the family besides this and seven months of teaching.

Q.- Did you realize anything out of the horse when you had to dispose of him?

A.- No Sir.

Q.- You admitted in your evidence before that you got \$35.00 rent.

A.- Yes Sir, used it in the family.

Q.- Assariah Copeland claims that he turned over to you \$150.00.

A.- Well my father worked when he felt like work and he would give his money to me to support the family.

Q.- Did he live with you and board in the family?

A.- He did.

Q.- Do you know how much he turned over to you?

A.- I do not think he ever gave me over \$60.00. Began in March and he did not give it to me at once, and it was used in the family's support.

Q.- Did you pay the bills that you paid for your mother out of that money?

A.- No Sir.

Q.- Did you teach school every year?

A. Yes Sir.

RE-CROSS EXAMINATION

Q.- How many chickens did you sell Mr. Wiley Rawles?

A.- Not over four or five, I don't remember.

Q.- Were there any chickens left at your place after you sold some to Mr. Wiley Rawles?

A.- No, not one.

Q.- Then if I understand you correctly, four or five were all that were left there by your mother?

A.- Not over a dozen in all; I took no account.

Q.- Then you from your best judgment say that there were about one dozen chickens.

A.- I do not remember just how many. May have been a dozen or about.

Q.- When you testified on your direct examination and when your answer was filed for testimony in this case you stated that there were only three chickens there. Please state whether or not this statement is true?

A.- That statement is true. My mother and I raised chickens together; I bought the eggs and she set the hens and the true fact is she only owned three chickens.

Q.- How many did you own?

A.- The others were mine.

Q.- What were you doing at this time?

A.- Teaching.

Q.- Were you at home?

A. Yes Sir.

Q.- And you stated on your direct examination and before the answer was filed for the defendant in this case that you had sold no bacon to anyone please state whether or not this statement is true?

A.- I sold none of the bacon that my mother raised, I sold it in 1912.

Q.- Then why did you state when first asked the question that you had sold no bacon?

A.- I understood you to say or to ask how much that was there when my mother died.

Q.- I now read you your question and answer on your former examination and ask you to please state why you gave such answer?

Question- Did you sell any bacon?

Answer- I did not. It was used in the family, and not a piece was sold.

Please explain.

A.- I sold no bacon that she had when she died and I thought that they were charging me with the things she had when she died.

Q.- On your direct examination and before the answer was filed for the defendant in this case, you stated that there were no pigs there, and that your mother sold what pigs she had herself, please explain that statement and whether or not that statement is true.

A.- She sold what pigs she possessed; sold them to my aunt. We had things as all families do.

Q.- Then what McGuire Folk said about this is not true?

A.- I do not contradict what McGuire Folk said for one minute.

Q.- I now read you your question and answer on your former examination and before your answer was filed for the defendant in this case.

Question- How many pigs were there?

Answer- There were not any. She sold what she had.

Please explain why you did not testify on your former examination that you had sold some pigs to feed some others?

A.- I did not because I was of age and things I owned were not my mothers.

Q.- I will ask you to please state again how many hogs were there at the time of your mother's death?

A.- There were two grown up hogs.

Q.- To whom did these hogs belong?

A.- One belonged to my sister, that is, she gave one to my sister and the other two were mine.

Q.- How many hogs were there?

A.- I don't know of any others. There might have been some others.

Q.- Were you not living there at the time and do you mean to state to the Court that you do not know how many hogs were there?

A.- There were two grown up hogs there.

Q.- Then if the witnesses say that there were other hogs there at the time of your mother's death you are not prepared to contradict it?

A.- I can by my own witnesses and some of yours today are false. Some of your best ones.

Q.- But you are not prepared to state yourself that there were no more there?

A.- I do not remember about that , there might have been a sow and pigs there but if there were that's alright. There were some hogs there, two grown-up hogs there.

Q.- THIS BY COMMISSIONER----- How many pigs were there when your mother died?

A.- I do not remember.

Q.- THIS ALSO----- Were there any small ones there?

A.- There were two grown up hogs and some pigs, I do not remember how many but it was not over five or six in all.

Q.- You stated on your direct cross examination and before the answer was filed for the defendant in this case the following:

Ques.-You stated on your direct examination that you paid these bills for which receipts are filed. Is it not true that Assariah Copeland worked for the money and turned it over to you to pay a great number of these bills and that you paid them and took the receipts in your own name?

Ans.- He did not. My father of course worked when he could but I worked the year through. In the summer I worked on the farm and in winter I taught.

Ques.- Then you state positively that he turned over to you no money to pay these debts?

Ans.- No Sir, he gave me no money. He used his money in the family.

" Please state why you did not testify that he gave you \$60.00 as you now say?

A.- I made a mistake if I said it and what he gave me I used in the family.

Q.- Then in your answers as to the number of pounds of bacon, the number of chickens that were there, the number of hogs and pigs that were there and the money that Assariah Copeland turned over to you are all mistakes and you did not intend to say what you said on your former examination?

A.- What money my father gave me I used in the family; I probably made a mistake about the chickens, but did not make mistakes about them all.

Q.- Did you make a mistake about the hogs?

A.- Yes, I did.

Q.- Did you make a mistake about the bacon?

A.- Yes Sir.

Re-direct Examination by Mr. Everett.

Q.- Didn't you say that you made a mistake about the bacon; that you thought he meant the bacon that was there when your mother died?

A.- Yes Sir.

ANTHONY BOONE was now called and being duly sworn deposes as follows:

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

A.- Seventy-two years; in Nansemond County,; farmer.

Q.- Anthony, how far do you live from the place on which Sarah C. Copeland lived at the time of her death; and about how often did you see her?

A.- Not far; sometimes I would see them two or three times a week or more when I was passing down that way.

Q.- Do you know anything about the property that was left there after the death of Sarah C. Copeland?

A.- No Sir.

Q.- Do you know anything about the property before Sarah C. Copeland died?

A.- She owned it. I heard her say that. She was head of everything. When you went to buy anything you bought it from her and when anything was sold, she sold it.

Q.- Did she ever say anything to you about the cow that was sold to Mr. Gloss?

(This question was objected to and withdrawn on the ground that it was testimony of a dead woman.)

Q.- Who claimed the property?

A.- She and the old man Assariah Copeland.

Q.- Did they claim it all?

A.- Yes Sir.

MCGUIRE FOLK recalled to witness stand. Re-direct Examination.

Q.- Folk who claimed the property there before Sarah C. Copeland died and about the time of her death?

A.- Sarah C. Copeland and her husband owned it until she died as far as I know.

Q.- How far did you live from there?

A.- About two hundred and fifty yards, as near as I can guess at it. I have never stepped it.

Q.- Did you know of Jessie R. Copeland owning any property over there?

A.-No Sir.

Q.- Do you consider yourself in a pretty good position to know whom this property was owned by?

A.- I am not in a position to judge but if I ever made a deal I went to Sarah C. Copeland.

Q.- Don't you think that if Jessie R. Copeland owned the property that she said she did that you are in a position to know.

(Objections were made to this but the question was answered.)

A.- No Sir, whenever I went to get anything, I had to get it from her.

HENRY PARKER was now called and being duly sworn deposes as follows:

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

A.- Thirty-five years; Nansemond County; farmer and I know the parties to this suit.

Q.- Do you know anything about who owned the property or who claimed the property at Sarah C. Copeland's house before she died and about the time she did die?

A.-Well, she claimed it so far as I know.

Q.- How far did you live from there?

A.- About three hundred yards away. Lands adjoined each other.

Q.- Did you ever hear anything or know anything about any property that

Jessie Copeland owned there?

A.- No Sir except she claimed an organ and a horse.

Q.- Then if I understand you correctly you thought as a neighbor that Sarah C. Copeland owned what property was there?

A.- Yes Sir I have dealt with her and have had some business with her and always had to go to her for everything.

Q.- Did Assariah Copeland work constantly?

A.- Yes Sir.

Q.- Did you consider Assariah Copeland a hard working man?

A.- Yes Sir.

Q.- Do you know of any money that Assariah Copeland has spent for himself?

A.- I don't. I have always heard him say that he gave his money to his daughter.

CROSS EXAMINATION.

Q.- The year that Sarah C. Copeland died did Assariah Copeland work on the farm?

A.- Yes Sir, he worked there a part of the time.

Q.- Didn't Patrick Copeland work there until he was not able?

A.- Yes Sir.

Q.- Did Irving Brown work there?

A.- Yes Sir I have seen him there.

Q.- From what you had heard Assariah Copeland say, you understood that he let her go ahead and look after things.

A.- Yes Sir.

ANTHONY BOONE called for the second time, for examination.

Q.- Anthony, did Assariah Copeland work constantly the year after Sarah C. Copeland's death and from that time until now?

A.- Yes Sir.

Q.- Did you consider Assariah Copeland a hard working man?

A.- Yes Sir ever since I have known anything about him he is a hard working man.

Q.- Did he make good money and as much as the average man of his class?

A.- He made as much as any poor man like him ought to, anyway he worked

in places to make it.

CROSS EXAMINATION.

Q.- Did he work better after his wife died than he did before?

A.- No he worked all he could do all the time.

Q.- Why was it that Aunt Sarah owed so much while she was living and that shortly after her death all her debts were paid?

A.- I don't know.

Q.- Wouldn't you be fair-minded enough now to give Jessie Copeland credit for being at least energetic and paying her mother's bills?

A.- I don't know. She might do it after somebody worked and gave her the money.

Q.- Who did give her this money?

A.- Her father.

Q.- How much money did her father give her?

A.- I do not know.

Q.- Do you know whether or not he gave her any at all?

A.- No Sir, I don't ~~but~~ I never saw him give her any but I heard him say he gave all his money to her.

Q.- Then why did you say 'if somebody worked and gave it to her she ought to'? She had a right to it, if it was given to her. You could not see anything in this case except the Assariah side.

A.- I am only telling what I know.

Q.- In the question I gave you just now, could you not have answered that if Jessie Copeland made the money to pay these debts that she was a smart woman just as well as saying that it was paid to her and that if somebody worked and gave it to her that she ought to?

A.-

JAMES BROWN, being duly sworn deposes as follows:

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

A.- Thirty-six years; in Nansemond County; a farmer and know the parties to this suit.

Q.- Do you know anything about who claimed the property at Sarah Copeland's

house before her death and about the time she died?

A.- She told me she claimed it.

Q.- Have you heard anything about any property there that belonged to Jessie R. Copeland before her mother's death and about the time her mother died?

A.- Well, I can't say. Jessie Copeland says that she owned an organ and the horse.

Q.- Is that all?

A.- She said she owned a cow.

Q.- Is that all?

A.- That is all I know.

Q.- **THIS BY MR. EVERETT.**- Did any of the other children claim anything?

A.- I don't know.

EXAMINATION RESUMED.

Q.- Did Assariah Copeland work constantly?

A.- Yes Sir worked just like any other poor man.

Q.- Did he make as much money as any other man that works of his class?

A.- He worked by the day and got as much as anybody like that.

CROSS EXAMINATION.

Q.- Where were you on the day that Sarah C. Copeland told you that she owned the property?

A.- She told me several times, days and nights too when I was there that she owned the property. I used to go over there nights and sit up till bed time some nights.

Q.- And she was always talking to you about the property that she owned was she not?

A.- I did not mean that she was always talking about it but she did often.

Q.- Why was it that she constantly told you both day and night that she owned all the property around there herself?

A.- I could not say positively but when visiting around like that but she would talk just like you or anyone else does and often speak about it.

Q.- Did she tell anybody else around there that you know of when they would go over there both night and day that all that property was hers?

A.- I wouldn't like to say but there were others in the house when she was talking to me.

Q.- Call the names of some of these persons that were there at either day or night when she said that the property was hers?

A.- Assariah Copeland, Jessie, Lizzie and all of them sitting there talking.

ASSARIAH COPELAND was now called to the stand and being duly sworn deposes as follows:

Q.- State your name, age, residence and occupation and if you are one of the parties to this suit?

A.- Sixty-five years; in Nassemond County; and I am one of the defendants in this suit.

Q.- Who owned the property at your house when your wife died?

A.- Well it stood just like she left it. She owned it.

Q.- Did she own it all with the exception of one organ and one horse at the time of her death?

A.- Yes Sir.

Q.- Are you the husband of Sarah C. Copeland?

A.- Yes Sir, lawfully married, in Georgia.

Q.- After your wife died did you work constantly, and if so what did you do with what money you got?

A.- I gave it to my daughter, Jessie R. Copeland.

Q.- What did you give it to Jessie Copeland for?

A.- To help pay the debts and keep up the family just as it was when my wife was living.

Q.- How much did you give Jessie R. Copeland?

A.- All I got and I worked for some of the very nicest white people and got seventy-five cents a day and my board.

Q.- You stated in your answer that you gave her one hundred and fifty dollars (\$150.00), to pay on the indebtedness of your wife. Please state whether or not this is true?

A.- That is the truth.

Q.- When did Jessie R. Copeland first begin to claim the property of Sarah C. Copeland?

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A.- After her death.

Q.- What did she do with the property of Sarah C. Copeland after her death?

A.- She took possession of everything herself and went ahead that way. She sold a fine hog that my wife and I worked and raised to Miss Dye Huter, she had five pigs; Lizzie sold Mr. Jack Riddick a sow which she owned herself; Jessie sold another sow and nine pigs to Mr. Preston Hill, this one belonged to my wife at her death; she sold a cow to Mr. Gloss and got thirty-five dollars for that; this cow belonged to my wife at her death; than she sold another cow that she claimed was hers; and she rented out the farm and collected the rent and took every cent of the money. She sold some chicken wire to Henry Parker. I don't know how much she got for that but she sold a calf that was given to Patrick before he went to Central Hospital; she sold this calf belonging to Patrick after he went to the hospital to Peter Fortune. There was a yard full of chickens there, which I pronounced to be about sixty in number, some of these she sold to Mr. Wiley Rawls; she sold a cart and wheels to Irving Brown, which belonged to my wife for she and I worked and paid for it; and she disposed of the farming implements.

Q.- Assariah, you have heard the statements made by Jessie R. Copeland on the witness stand, please state whether or not these statements are true?

A.- They are not true. I wouldn't believe her on her oath.

Q.- Then, if I understand you, all of the articles that were sold except what you have stated in your examination to belong to Jessie R. Copeland and the other two children, belonged to your wife at the time of her death?

A.- Yes Sir.

Q.- Were you ever told by Jessie R. Copeland to leave the house?

A.- I was told in this way: they nailed the house up; locked the doors up after they had nailed them and carried off all the cover so that I had nothing in the world to wrap up in except my old coat and hat.

Q.- Did Jessie R. Copeland ever threaten to put you out?

A.- No Sir, only in this way, I think that was enough.

Q.- Did she ever tell you that you did not own anything?

A.- Yes Sir, after I worked and put it there. All she thought about was feeding and dressing and letting her go to Norfolk and Suffolk and everywhere and have a good time.

Q.- Have you worked and done the best you could to raise these children and support them?

A.- I did my best; all the money that I worked for I gave it to her and did the best I could for her. I have worked just like a dog and tried to do my best. I wanted to keep the family together and to be something but this is the way she has done me.

CROSS EXAMINATION.

Q.- Start now and tell me what your wife had when she died?

A.- She had three sows when she died; there were no pigs. I think she had three cows but there were no calves; I think there were about sixty chickens when she died; and a cart and wheels.

Q.- Now on your examination when Mr. Saunders was asking you questions you stated she had one sow and fourteen pigs; namely, one sow and five pigs; one sow sold to Mr. Jack Riddick, which was Lizzie's and one sow and nine pigs to Preston Hill. When your wife died did any of these sows have pigs?

A.- No Sir.

Q.- What year was the sow and five pigs sold to Mrs. Huter?

A.- 1911, after her death.

Q.- What year was it that the sow and pigs were sold to Mr. Hill?

A.- Last year, 1912.

Q.- Did you or Jessie Copeland raise any hogs from these sows before they were sold?

A.- Yes Sir.

Q.- Did you raise any objections to the selling of the sow and five pigs to Mrs. Huter?

A.- No Sir, we were getting along alright then.

Q.- Did you raise any objections to the selling of the sow and nine pigs to Mr. Hill?

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A.- No Sir.

Q.- Did you authorize her to sell these things?

A.- No Sir, she took it into her own hands.

Q.- Anthony Brown, I think it was, stated that this cow was sold to Mrs. Gloss by Sarah C. Copeland herself?

A.- And it was, the cow belonged to us together.

Q.- You know that Sarah C. Copeland sold this cow herself?

A.- Yes Sir.

Q.- Was it not your place to look after the farming utensils?

A.- Yes Sir it was but how could I? When I was off at work could I see at home?

Q.- Has Jessie Copeland sold any farming utensils?

A.- I do not know but they are gone.

Q.- What have you missed?

A.- A plow, weeding hoes and some other things.

Q.- You do not know what became of them?

A.- No Sir.

Q.- When did you pay a hundred and fifty dollars?

A.- The year my wife died. I did it by my own muscle too, I didn't do it by scheming nor neither by skill.

Q.- How did you know that you turned over one hundred and fifty dollars to Jessie Copeland?

A.- Don't you suppose I could count what little bit of money I could make as fast as I could make it?

Q.- Was this all of the money that you made that year?

A.- No Sir that was the bulk of what I made but I kept on working just as I had done before.

Q.- How did you know that you paid that much?

A.- I kept an account of it.

Q.- Where is your account?

A.- I just remember it.

Q.- Please start in now and give it to us?

A.- Well, I worked about ten or eleven months; some weeks I would settle for \$10.00 and some for \$15.00 for every fortnight.

Q.- You turned it all over to her?

A.- Yes Sir, every copper, and had done my wife the same before her death.

Q.- What do you think would be the average for every two weeks?

A.- It would average about Twelve dollars for every two weeks.

Q.- This would be about Twenty-five dollars a month, now how many months did you work?

A.- I think it was about ten or eleven months.

Q.- At ^{this} rate it would be about Two Hundred and Seventy-five dollars, and now if you made all this Two Hundred and Seventy-five dollars and turned it over to Jessie R. Copeland why do you now say One hundred and Fifty dollars?

A.- I am satisfied that it is more than this but I wanted to be within bounds.

Q.- You didn't spend you money for a good time and look about for any spirits or anything like that?

A.- No Sir, kept my head to the ground and worked like a dog.

Q.- And when you were paid off you would go home and turn your money over to Jessie Copeland?

A.- Yes Sir.

Q.- You did not take any of your money to live on?

A.- Yes Sir, took some of it.

Q.- You felt that it was your duty to provide for these children?

A.- Yes Sir and I did the best I could to do it.

Q.- Did you not ask Jessie R. Copeland, your daughter, to take charge and carry on things just as her mother had done?

A.- No Sir.

Q.- Didn't you hear her say before William Folk, Lauder Skeeter and Jessie Copeland that she wanted her to take charge and didn't you agree that that was the proper thing to do?

A.- She said that she wanted the children kept together and she said now 'if all of you stay here together and work, you will have a little house and home'

Q.- You never heard her say anything about Jessie?

A.- No Sir.

Q.- Now Assariah, didn't you tell Lauder Skeeter and William Folk at Lauder's home in the latter part of the year 1909, of the year that your wife died that you had worked hard and helped them out and tried to take care of them as best you could and had paid to Jessie Copeland Sixty Dollars?

A.- No Sir, I never.

Q.- Why did you decide to raise it from One Hundred and Twenty-five Dollars?

A.- I never raised it from One Hundred and Twenty-five Dollars.

Q.- You say that you did not make this statement?

A.- No Sir, I did not.

RE-DIRECT EXAMINATION.

Q.- You do know that the property mentioned by you belonged to Sarah C. Copeland at her death, and that you did turn in to Jessie R. Copeland One Hundred and fifty Dollars to pay debts, and you turned in to her a great deal more than One Hundred and Fifty Dollars?

A.- Yes Sir, I know that.

RE-CROSS EXAMINATION.

Q.- Why did you not say something about this?

A.- I had to live on something.

Q.- You say now that you had to keep some for your own use, you stated before that you turned over everything that you made to Jessie R. Copeland.

A.- I did and she went and bought the grub.

Q.- If you did turn it all over to her, you did not keep any as you have just said?

A.- No Sir only just what I gave her.

Q.- You raised more cash money that year your wife died to pay debts with than you have before or since?

A.- Yes Sir because I had a great debt on me and this debt had to be paid.

Q.- Was not this debt on you before she died, it was not on the estate?

A.- Of course it was on the estate after she died but I had it to pay and I had to go out and go to work.

Q.- Did you stand for the burial expenses?

A.- No Sir, only what property was there, nobody stood for it.

Q.- Who employed Crocker?

A.- He came out there enough to know and he wanted the burial.

LAUDER SKREETER, being duly sworn deposes as follows:

Q.- Are you the sister of Sarah C. Copeland?

A. Yes Sir.

You have just heard what Assariah Copeland said about paying in money the very year Sarah C. Copeland died. He states that he paid over to Jessie R. Copeland about Two Hundred and Seventy-five Dollars in about eleven months time; did you ever have any conversation with Assariah Copeland about this, and if you have state what he said?

A.- No Sir, I never heard him say anything about it. It was some time in the summer because I remember it was when we were making cider and I was advising him what to do with the children and how to manage the family and carry on everything, and he told my brother Bill that he had given Jessie to the amount of about Sixty Dollars.

Q.- Did he say what he gave it to her for?

A.- He said he gave it to her to help run the house as what my sister had said he agreed to it too.

Q.- Were you there when your sister died?

A.- I was there when she died and the week before too.

Q.- Did you ever hear her make any remark before Assariah Copeland, and William Folk, and if so please state what you heard her say?

A.- I don't know but I don't think that Brother Assariah was in there at the time. My brother and Lizzie and Jessie were there when she said that she wanted Jessie to follow in her footsteps and carry on everything just as she had done in her life.

Q.- Do you know anything about what property was there when she died?

A.- No Sir, I only know that they had something and that Sallie claimed that she was the head and foot of everything when she was there.

Nobody ever bought anything from Brother Assariah, they went to her.

Q.- Did you ever hear Assariah Copeland ask Jessie R. Copeland to carry the matter on as before?

A.- I did.

CROSS EXAMINATION of Lauder Skeeter.

Q.- What time in the year in the year did Sarah C. Copeland die?

A.- I think it was about the 9th of February.

Q.- What time of the year was it when Assariah Copeland told you that he had given Jessie Copeland Sixty Dollars.

A.- It was in July or the first of August the same year that my sister died.

Q.- Then I understand you to say that about the first of July or the first of August the same year that your sister died that he told you he had already turned over to Jessie R. Copeland Sixty Dollars?

A.-Yes Sir,he did.

Q.- From February, including the month of February it was only six months until July, didn't he work for eleven months after his wife died and turn the money over to Jessie?

A.- I don't know Sir.

Q.- Then after July the 1st you are not positive what money Assariah Copeland turned over to Jessie R. Copeland?

A.- No Sir.

Q.- Did I understand you to say that at the time Sarah C. Copeland said that she wanted Jessie R. Copeland to take charge of things and keep them going that Assariah Copeland was not present?

A.- He was not at that time, but later she told him.

Q.- Did you hear Assariah Copeland agree to it?

A.- Yes Sir.

WILLIAM FOLK, being duly sworn, deposes and says:

Q.- Are you a brother of Sarah C. Copeland?

A.- Yes Sir.

Q.- Were you present at the time Lauder Skeeter and Assariah Copeland had a talk at Lauder's house about the money he had given to Jessie Copeland?

A.- Yes Sir.

Q.- What time was this?

A.- The latter part of August, because it was in making cider time and

my sister was advising him how to take care of his children and keep things like they were and he said then that he was going to try to manage and keep everything just as it was when his wife was living. I don't know that I have heard him say anything else.

Q.- Do you know whether or not Assariah Copeland was then working with the saw mill people?

A.-No Sir, I do not.

Q.- You know that he was not at work that day?

A.- Yes Sir, for he could not have been there if he was ~~at~~ work.

Q.- Do you know if Jessie Copeland was teaching at that time?

A.- Yes Sir.

Q.- Did she continue?

A. Yes Sir, the next winter.

CROSS EXAMINATION.

Q.- Did she teach that same year?

A.- Yes Sir, that winter

Q.- Then all you know about this case is that you heard Assariah Copeland say about the first of July that he had given Jessie R. Copeland Sixty Dollars?

A.- Yes Sir, about the latter part of August.

IRVING BROWN, was now called and being duly sworn deposes as follow

Q.- What time did Assariah Copeland stop work for Jede Rodgers the year his wife died?

A.- Some time in August, after it turned hot.

Q.- Did the hot weather stop him.

A.- I don't know he stopped then.

CROSS EXAMINATION.

Q.- Where were you at work at the time?

A.- At home.

Q.- Where is your home?

A.- About a half mile from him.

Q.- What day did Assariah Copeland stop work?

A.- I could not say but it was about August when I saw him.

Q.- How do you know so well that Assariah Copeland stopped work in August?

and what called your attention to the fact that Assariah Copeland did stop working with Mr. Jede Rodgers?

A.- I passed by his house almost every day.

Q.- Where has Assariah Copeland been working since that time?

A.- At Mr. Charlie Byrd's.

Q.- Mention all the places that Assariah Copeland has worked since the time he quit work with Mr. Jede Rodgers.

A.- I can't do it.

Q.- How long did he work there?

A.- About seven or eight days.

Q.- If you cannot tell where else Assariah Copeland worked, why is it that you know so well that Assariah stopped work with Mr. Jede Rodgers?

A.- Because I have seen him at home.

Q.- Well have you not seen him there since?

A.- Yes Sir.

Q.- Well can you not tell some places he worked since then? Is it not true that you do not know exactly when Assariah Copeland stopped working with Mr. Jede Rodgers?

A.- Yes Sir.

Q.- Who told you to come up here and say that Assariah Copeland stopped work with Mr. Jede Rodgers last fall?

A.- No one told me.

Q.- Who told you that you were going to be a witness in this case?

A.- I have the paper in my pocket.

Q.- Who have you talked with about this case?

A.- You asked me what was there?

ASSARIAH COPELAND was now called to the stand and asked;

Q.- When was it that you stopped work for Jede Rodgers?

A.- I'll tell the truth, I don't remember exactly but it was in the winter

HENRY EASON was recalled to stand;

Q.- Henry do you know what time of the year Assariah Copeland stopped work with Jede Rodgers, if so please state as best you can?

A.- Stopped in August, but he stopped on account of bugs cutting the timber and then put in again the last of August or the very first of Sep-

tember and the second time he stopped a day or two before Christmas.

RE-DIRECT EXAMINATION OF HENRY EASON.

Q.- Eason did you work in the log woods with Assariah Copeland?

A.- No Sir, but my son did.

Q.- Assariah Copeland stated that he did not stop at all?

A.- Yes Sir, they shut down in August.

Q.- And do you know that the very first day that the work started up again that Assariah turned up there to work too?

A.- Yes Sir because my son told me so himself.

Q.- That is all hearsay, what do you know about it? You came on the stand and took the oath that you would tell the truth now did you see him in the woods?

A.- Yes Sir.

Q.- When the mill started up on the first day of September how do you know that he started to work? If you know tell it?

A.- All I know is what I saw with my own eyes. I was hauling stuff from the woods and saw him there.

Q.- Why did you not say this in the beginning?

A.- Well I told you what others saw.

Q.- When did you see him in the woods?

A.- I do not say that I saw him the first day but I know that I saw him in a day or two which was some time the first of September.

Q.- He was working there, do you know that he worked right on through?

A.- Yes Sir, he was working every time I went down that way. I saw him.

Jessie R. Copeland Admrx.

v.

Assarah Copeland

Testimony taken
before Bradford Kilby
Commissioner in Chancery

Jessie R. Copeland et als.....Complainants.

vs.

Jessie R. Copeland, Administratrix, et als.....Defendants.

This cause came on this day to be finally heard on the papers formerly read and on the report of Special Commissioners, S. R. Everett and J. R. Saunders, filed on the 23rd day of January, 1915, to which report there is no exception, and was argued by counsel.

On consideration whereof the Court doth approve and confirm the said report, and it appearing to the Court that a proper conveyance has been made to Jessie R. Copeland, purchaser of the tract of land in said bill and proceedings mentioned, by the said Special Commissioners, that the proceeds of said sale have been properly disbursed, and there remaining nothing further to be done in this suit, the Court doth adjudge, order and decree that this cause be stricken from the docket.

Jessie R. Copeland et als

vs. Final Decree.

Jessie R. Copeland, Adm'x et
als.

Enter the 23rd day of

January, 1915.

J. S. Sullivan
→

Entered in Chancery Order Book

No. 4, Page 690.

Jessie R. Copeland and Elizabeth Copeland.....Complainants.
VS

Jessie R. Copeland, Administratrix of
Sarah C. Copeland, deceased, Assariah Copeland,
J. J. Langston, J. C. Felton, Trustee, Patrick H.
Copeland, and Mary J. Copeland, the last two being
non compos mentis.....Defendants.

The separate answer of Assariah Copeland, in proper person to a bill of complaint filed against Jessie R. Copeland, administratrix of Sarah C. Copeland, deceased, Assariah Copeland, J. J. Langston, J. C. Felton, Trustee, Patrick H. Copeland and Mary J. Copeland, in the Circuit Court of Nansemond County, Virginia, by Jessie R. Copeland, administratrix of Sarah C. Copeland.

This respondent reserving to himself the benefit of all just exceptions to the said bill of complaint for answer thereto, answers and says:

That while it is true that Jessie R. Copeland has paid certain debts for the estate of Sarah C. Copeland, deceased, it is not true that she has paid these debts out of her own funds, but that your respondent, Assariah Copeland, has worked and made the money and turned over to the said Jessie R. Copeland ONE HUNDRED AND FIFTY (\$150.00) DOLLARS in cash to pay said indebtedness of the estate of Sarah C. Copeland, deceased, and that Jessie R. Copeland has paid out this money and taken the receipts in her own name; that while it is true that practically no personal property came into the hands of Jessie R. Copeland as administratrix, except household furniture, yet it is true that Jessie R. Copeland sold and disposed of the personal property of Sarah C. Copeland before she, Jessie R. Copeland, qualified as administratrix and that the proceeds from the sale of the said personal property has not been accounted for by the said Jessie R. Copeland.

The following is an account of the property sold by the said Jessie R. Copeland before her qualification:

During the year 1912.

400 Lbs. Bacon @.15 per Lb.....	\$60.00
1 Cart and Wheels.....	20.00
1 Milk Cow.....	35.00
1 Calf.....	10.00
Some chicken wire.....	1.50
60 Chickens @.50 each.....	30.00
1 Sow and 10 pigs.....	25.00
1 Sow.....	10.00
Farming implements.....	5.00

All of the foregoing property was sold by the said Jessie R. Copeland before her qualification as administratrix;

That she rented the land during the year 1912 for ~~THIRTY-~~
FIVE (\$35.00) DOLLARS, for which she has not accounted.

Your respondent further states that he is the husband of Sarah C. Copeland, deceased, and that he owns the right of courtesy in Sarah C. Copeland's property; that the said Jessie R. Copeland has driven him away from the land and taken possession of it, and has used the rents and profits from the time of the death of the said Sarah C. Copeland until the end of the year 1912; that she locked the house up and nailed up the windows; that she has made repeated threats; that she intended to drive your respondent away from this property even if she had to poison him. And now having fully answered the complainant's bill this respondent prays to be hence dismissed with his reasonable cost by him in this behalf expended.

his
Cesariah X Copeland
Respondent.
mark

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, TO-WIT:-

Assariah Copeland, the respondent named in the foregoing answer, being duly sworn says: that the facts and allegations therein contained are true except so far as they are therein stated to be on information, and that so far as they are therein stated to be upon information that he believes them to be true.

his
Assariah X Copeland
Respondent.
neorh

Taken, sworn to and subscribed before me, S. E. Everett, a Notary Public of and for the county and state aforesaid, in my county aforesaid this the 4th day of April, 1913.

My commission expires on the 1st day of August, 1915.

Notary Public.

Answer

J. R. SAUNDERS
ATTORNEY AT LAW
SUFFOLK, VA.

Jessie R. Copeland and Elizabeth Copeland.....Complainants.

VS

Jessie R. Copeland, Administratrix of
Sarah C. Copeland, deceased, Assariah Copeland,
J.J. Langston, J. C. Felton, Trustee, Patrick H.
Copeland, and Mary J. Copeland, the last two being
non compos mentis.....Defendants .

The separate answer of J. R. Saunders, Guardian ad-litem,
appointed to defend Patrick H. Copeland and Mary J. Copeland, in
this suit in proper person to a bill of complaint filed against
Jessie R. Copeland, Administratrix of Sarah C. Copeland, deceased,
Assariah Copeland, J. J. Langston, J. C. Felton, Trustee, Patrick
H. Copeland, and Mary J. Copeland, in the Circuit Court of Nanse-
mond County, Virginia, by Jessie R. Copeland, Administratrix of
Sarah C. Copeland.

This respondent reserving to himself the benefit of all just
exceptions to the said bill of complaint for answer thereto, ans-
wers and says:

That he is the Guardian ad-litem appointed to defend Patrick
H. Copeland and Mary J. Copeland in this suit; that the said
Jessie R. Copeland qualified as the administratrix of Sarah C. Cope-
land, deceased, on the _____ day of _____, 19____,
the certificate of which is filed herewith; that he is informed
that some time prior to her qualification she disposed of certain
personal property belonging to the estate of Sarah C. Copeland, de-
ceased, for which she has not accounted; that he is informed that
she collected certain rents belonging to the said estate for which
she has not accounted; that he prays for the protection of the
Court for Patrick H. Copeland and Mary J. Copeland, the said
non compos mentis defendants.

And now having fully answered the complainant's bill, these respondents pray to be hence dismissed with their reasonable cost by them in this behalf expended.

J. R. Saunders
Counsel

J. R. Saunders Guardian ad Litem
for Patrick H. Copeland Mary J. Copeland
Respondents

STATE OF VIRGINIA,

COUNTY OF HANSEMOND, TO-WIT:-

J. R. Saunders, Guardian ad-litem for Patrick H. Copeland and Mary J. Copeland, the respondents' names in the foregoing answer, being duly sworn, says that the facts and allegations therein contained are true except so far as they are therein stated to be on information, and that so far as they are therein stated to be on information, he believes them to be true.

J. R. Saunders
Counsel

J. R. Saunders Guardian ad Litem
for Patrick H. Copeland Mary J. Copeland
Respondents

Taken, sworn to, and subscribed before me, S. E. Everett,
a Notary Public, of and for the County and State aforesaid, in
my County aforesaid this the 14th day of March, 1913.

S. E. Everett
Notary Public.

Filed Mar. 17, 1813
H. E. Burdett
Clerk

J. R. SAUNDERS
ATTORNEY AT LAW
SUFFOLK, VA.

TO THE HONORABLE JAMES L. MCLEMORE, JUDGE OF THE CIRCUIT COURT
OF THE COUNTY OF NANSEMOND.

Jessie R. Copeland and Elizabeth Copeland.....Complainants.

vs

Jessie R. Copeland, Administratrix of Sarah

C. Copeland, deceased, Assariah Copeland, J. J.

Langston, J. C. Felton, Trustee, Patrick H.

Copeland, and Mary J. Copeland, the last two

being non compos mentis.....Defendants.

Your ccomplainants, humbly complaining, show unto your honor
the following facts: That Sarah C. Copeland died on the 16th. day
of February, 1909, seized and possessed of a certain tract of land
described as follows:

"First, all that parcel of land in Holy Neck Magisterial District,
Nansemond County, Virginia, containing fourteen acres, more or less,
and bounded on the West by the Jackson Railroad Bed; on the North
by the land of the late Docotr R. E. Parker; on the North by Charles
Boothe; and on the East bty Joseph Brown.
Second, Another tract of land adjoining the above which was purchased
by Henry Goodman from William Keeling and wife and others, on the
30th. day of November, 1896, and duly recorded in the Clerk's Office
of the Circuit Court of Nansemond County, in D. B. 42, page 268,
containing fourteen acres, more or less, and bounded as follows:
Beginnigg at a pine on Richen Butler's line in a branch; thence
along said branch to the main line; thence up a small run southeast,
making said fourteen acres." Said tract of land was conveyed to
Sarah C. Copeland by deed executed by William M. Crumpler, and re-
corded in the clerk' Office of the Circuit Court of Nansemond County,
in D. B. 56, page 493, which deed, filed along with this bill, is
marked "Exhibit A" and asked to be read as a part of this bill.

The said Jessie R. Copeland qualified on the _____ day of _____, in the circuit Court of Nansemond County, as administratrix of Sarah C. Copeland, deceased, and your complainant, Jessie R. Copeland, says there is now a deed of trust on said property in favor of J. J. Langston and there were many other claims against the estate of the said Sarah C. Copeland, deceased, all of which your complainant paid, and all of which have been assigned to her. Your complainant, Jessie R. Copeland, affirms that no personal property has come into her hands with said claims could be paid and, therefore, she prays the court to have the land above mentioned sold and to pay: First, the lien of the said deed of trust; second, after commuting the curtesy interest of the said Assariah Copeland, husband of the said Sarah C. Copeland, deceased, then to pay the claim of your complainant, Jessie R. Copeland; third, the remainder to the heirs of the said Sarah C. Copeland, who are Jessie R. Copeland, Elizabeth Copeland, Patrick H. Copeland and Mary J. Copeland.

Your complainant, Jessie R. Copeland, files along with this bill a detailed account, marked "Exhibit B" and prayed to be read as a part of the same.

In tender consideration whereof, and for as much as your complainants are remediless save in a court of equity where such matters are alone and properly cognizable, your complainants pray that Jessie R. Copeland, Administratrix of Sarah C. Copeland, deceased, Assariah Copeland, J. J. Langston, J. C. Felton, Trustee, Patrick H. Copeland and Mary C. Copeland, the last two being non compos mentis, be made parties defendant to this bill; that a proper guardian ad litem be appointed to defend the interests of said Patrick H. Copeland and Mary J. Copeland, non compos mentis as aforesaid, and that the said Jessie R. Copeland, Administratrix, Assariah Copeland, J. J. Langston, J. J. Felton, Trustee, and said guardian ad litem for said defendants, who are non compos mentis, may be

required to answer the allegations contained in this bill on oath;
that a settlement of accounts may be made and debts proved; that
the real estate may be sold and proceeds distributed as above stated,
that it be referred to a Commissioner in Chancery for an accounting,
taking proof of debts, etc; ~~that~~ proper process issue; that all
proper orders and decrees may be made, and that all such other,
further and general relief may be afforded your complainants as
the nature of their case may require, or to equity shall seem meet.
And your complainants will ever pray, etc.

Jessie R. Leopelanne
Elizabeth Leopelanne

Everett F. Hutton

COUNSEL.

Everett Hutton

Jessie R Copeland et al

vs Bice

Jessie R Copeland
Admrs. et al

Dated Dec. 17, 1913

G. E. B. M. G.
Clerk

EVERETT & HUTTON

ATTORNEYS AT LAW

SUFFOLK, VA.

Everett & Hutton, p. 8.

Jessie R. Copeland et al,
vs. An Attorney

Jessie R. Copeland, Admin.
of Sarah C. Copeland et al

Final Decree entered
Jan 23 1878

Writ Tax	1.52
Clerk	703
Shrp.	250
~~Writ~~	1500
	2603

Paul,

Shrp. for Paul
by S.E. Everett.