

1918-019
Nansemond Co (Suffolk)

Chancery Causes: Walter B. Holmes, gdn vs Anna E. Holmes, widow et al

Brinkley, Doughtie, Griffin, Armistead

Plat

Folder 1 of 2

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOUD COUNTY,

.....
Walter B. Holmes, in his own right &c. :

v. :

Anna L. Holmes and others. :
.....

To the Honorable James L. McDemore,

Judge of the Circuit Court of Nansemond County.

As Special Commissioner in the above mentioned cause, I beg leave to report that in accordance with a decree entered on December , 1918, I endorsed without recourse and transferred to Hannah Grace Holmes the note of Abe M. Legum for \$2000.00, dated October 22nd, 1912, and hereto attach her receipt therefor.

Respectfully submitted,



Special Commissioner.

December 6th 1918.

Received, this day, of Wm. W. Old, Jr. Special Commissioner in the suit of Holmes v. Holmes, pending in the Circuit Court of Hansemond County, Virginia, a note of Abe M. Legum for \$2000.00 dated October 22nd, 1911, which note was directed to be delivered to me by a decree entered in the above mentioned cause.

Hannah Grace Holmes.

VIRGINIA,
In the Circuit Court of
Hansemond County.

Walter L. Holmes, in his own
right &c.

v.
Anna L. Holmes and others.

REPORT OF
SPECIAL COMMISSIONER.

VIRGINIA

IN THE CIRCUIT COURT OF HANSEMOND COUNTY.

.....
Walter B. Holmes, in his own right &c. :

v. :

Anna E. Holmes and others. .
.....

This cause came on this day to be again heard upon the papers formerly read, and upon the report of Wm. W. Old, Jr., Special Commissioner, filed on February 12th, 1914, and upon his report, this day filed, to which reports no exceptions have been filed, and was argued by counsel.

And it appearing from said last mentioned report that Hannah Grace Holmes became of age on June 8th, 1918, it is ordered that this suit henceforth proceed against her as an adult defendant.

And the Court doth confirm both of said reports, and doth adjudge, order and decree that the said Wm. W. Old, Jr., Special Commissioner, do endorse without recourse and transfer to said Hannah Grace Holmes the note of Abe M. Legum for \$2000.00, dated October 22nd, 1912, secured by deed of trust, and take and file her receipt therefor.

VIRGINIA,
In the Circuit Court of
Hansemond County.

Walter B. Holmes, in his own
right &c.

v.

Anna E. Holmes and others.

DECRETE.

1918
Enter December 23^d
Jas. S. McIsaac

Chancery Office
Book No 5 Page 180

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

.....
Walter B. Holmes, in his own right &c. :

v. :

Anna E. Holmes and others. :
.....

To the Hon. James L. McLemore, Judge of the Circuit Court
of Nansemond County:—

As Special Commissioner in the above mentioned cause,
I beg leave to render a report of my transactions since the filing
of my last report on February 12th, 1914, I have paid the taxes
for 1913 on the fund in my hands as Special Commissioner, said
amount having been reserved, and herewith attach the receipt
therefor.

By amount received of Abe M. Legum, interest on \$2000.00 loan from October 22nd, 1913, to October 22nd, 1918	\$600.00
To paid taxes for 1914 on funds in hand	26.00
To paid taxes for 1915 on funds in hand	19.00
To paid taxes for 1916 on funds in hand	19.00
To paid taxes for 1917 on funds in hand	19.00
To paid taxes for 1918 on fund in hand	20.60
To commissions to Special Commissioner	12.00
To paid balance of Court costs including costs of final decree	8.50
To paid W. B. Holmes, Guardian of Hannah Grace Holmes	475.90
	600.00
	600.00

Receipts for said disbursements are attached hereto.

On June 8th, 1918, the said Hannah Grace Holmes became of age, as shown by letters hereto attached.

I, therefore, request that the note for \$2000.00, be endorsed by me, as Special Commissioner to her, that being the amount now due her, and the suit dismissed.

Respectfully submitted.

Carroll Jr.,

Special Commissioner.

SLEEPY HOLE DISTRICT

M

*M. W. Old Jr.**J. Holmes Holmes*No. **6234**To C. R. FULGHAM, Treasurer of Nansemond County, Va. *4/24/14***FOR YEAR 1913****REAL ESTATE****STATE TAXES**35c on \$100, Support
Government,
Schools & Pensions**COUNTY LEVIES**Co. Levy .40
Co. School Tax .20
Dis. School Tax .20
Road Tax .15

TOTAL - .95

On the \$100

TOTAL TAXES

Acres ----- Val. \$ -----

Personal { Schedule B, Val. \$ -----

Property { Schedule C, Val. \$ *2000**700**1900**2600*

State Capitation Tax -----

1 50

Credit \$ -----

Total Tax ----- \$ *26 00*5 PER CENT. PENALTY ----- \$ *1 30*Total Tax and Penalty ----- \$ *27 30*PAID **MAY 2 1914** ----- 191*C. R. Fulgham*

Treasurer

DEPUTY

This is to certify that Wm. W. Old, Jr.,
Special Commissioner in the suit of Holmes v. Holmes,
paid the taxes on personal property of \$2000.00,
namely, \$26.00 on November 24th, 1914.; for year 1914.

T. H. Artman, Supty. Treas.
Treasurer of Nansemond County.

M *W. H. Old spec. Com. Holmes vs. Holmes.*

To C. R. FULGHAM, Treasurer of Nansemond County, Va., Dr.

SLEEPY HOLE DIST.

1915

Taxes and Levies

No. **6518**

SUBJECTS OF TAXATION	Valuation	Rate of State Tax Per \$100	Amount of State Tax	COUNTY AND DISTRICT LEVIES		TOTAL
				Real Estate and Tangible Property	Intangible Property Classes 1, 2, 3, 4, 5, 7, & 8	
				Co. Purposes - .50	Dist. Roads - 30	
				Co. Schools - .15		
				Dist. Schools - .35		
				Dist. Roads - .20		
				TOTAL - \$1.20	TOTAL - - 30	
Real Estate.....	Acres	\$.10				
	Acres	.10				
Personal Property—Tangible (Sched. B) - -		.10				
Personal Property—Intangible (Classes 1, 2, 3, 4, and 7)		.65				
Personal Property—Intangible (Class 5) Fiduciary -	2000	.65	13 00		6 00	19 00
Personal Property—Intangible (Class 8) - - -		.35				
Personal Property—Intangible (Class 6) Money - -		.20				
Income - - - - -		1%				
Capitation Tax - - - - -			1 50			
TOTAL - - - - -						19 00

Credit.....\$
\$
\$

Five Per Cent. Penalty - - - - -

TOTAL - - - - -

Paid.....191

Received payment:

J. W. Antman

Treasurer

DEPUTY

M H. H. Old Jr. Sp Comr Holmes Vs Holmes
 To C. R. FULGHAM, Treasurer of Nansemond County, Va., Dr.

11/4

No **7021**

SLEEPY HOLE DIST. 1916 Taxes and Levies	Valuation	Rate of State Tax Per \$100	Amount of State Tax	COUNTY AND DISTRICT LEVIES				TOTAL
				Real Estate and Tangible Property	Intangible Property Classes 1, 2, 5 and 6	Co. Purposes -	Dist. Roads -	
SUBJECTS OF TAXATION				Co. Purposes -	Dist. Roads -	Co. Schools -	Dist. Schools -	
Real Estate.....	Acres	\$.10						
	Acres	.10						
Personal Property—Tangible (Sched. B) - -	<u>2000</u>	.10	<u>1</u>					
Personal Property—Intangible (Classes 1 and 5)	<u>2000</u>	.65	<u>1300</u>				<u>600</u>	<u>1900</u>
Personal Property—Intangible (Class 2) - - -		.70						
Personal Property—Intangible (Class 6) - - -		.35						
Personal Property—Intangible (Class 4) Money - -		.20						
Income - - - - -		1%						
Capitation Tax - - - - -			<u>150</u>					
TOTAL - - - - -								<u>1900</u>
Credit.....	\$							
	\$							
	\$							

Five Per Cent. Penalty - - - - -

TOTAL - - - - -

Paid NOV 21 1916, 191

Received payment:

C. R. Fulgham

Treasurer.

M *H. H. Old, Jr. Spec. Com. Holmes vs Holmes* 10/16
 To C. R. FULGHAM, Treasurer of Nansemond County, Va., Dr.

No. 7043

SLEEPY HOLE DIST.

1917
 Taxes and Levies

COUNTY AND DISTRICT LEVIES

SUBJECTS OF TAXATION	Valuation	Rate of State Tax Per \$100	Amount of State Tax	Real Estate and Tangible Property		Intangible Property Classes 1, 2, 5 and 6		TOTAL
				Co. Purposes -	.50	Co. Schools -	.25	
				Dist. Schools -	.30	Dist. Roads -	.20	
				TOTAL -	\$1.25	TOTAL -	- 30	
Real Estate.....	Acres	\$.10						
	Acres	.10						
Personal Property—Tangible (Sched. B) - -		.10						
Personal Property—Intangible (Classes 1 and 5)	2000	.65	1300			600		1900
Personal Property—Intangible (Class 2) - - -		.70						
Personal Property—Intangible (Class 5) - - -		.35						
Personal Property—Intangible (Class 4) Money - -		.20						
Income - - - - -		1%						
Capitation Tax - - - - -			1 50					
TOTAL - - - - -								1900

Credit..... \$
 \$
 \$

Five Per Cent. Penalty - - - - -

TOTAL - - - - -

Paid....., 191

Received payment:.....

Treasurer

M *W. W. Old Jr. Spe Comr. Holmes Vs Holmes*
 To C. R. FULGHAM, Treasurer of Nansemond County, Va., Dr.

No. *7025*

**SLEEPY HOLE DIST.
 1918
 Taxes and Levies**

SUBJECTS OF TAXATION

Valuation

Rate of
 State
 Tax
 Per \$100

Amount of
 State Tax

COUNTY AND DISTRICT LEVIES

Real Estate and
 Tangible Property

Intangible Property
 Classes 1, 2, 5 and 6

Co. Purposes - .50
 Co. Schools - .25
 Dist. Schools - .30
 Dist. Roads - .20
TOTAL - \$1.25

Dist. Roads - 30

TOTAL - - 30

TOTAL

Real Estate	Acres	\$.18							
	Acres	.18							
Personal Property—Tangible (Sched. B)	-	.18							
Personal Property—Intangible (Classes 1 and 5)	<i>2000</i>	.73	<i>14 60</i>				<i>6 00</i>	<i>20 60</i>	
Personal Property—Intangible (Class 2) - - -		.78							
Personal Property—Intangible (Class 6) - - -		.35							
Personal Property—Intangible (Class 4) Money - -		.20							
Income - - - - -		1%							
Capitation Tax - - - - -			<i>1 50</i>						
TOTAL - - - - -								<i>20 60</i>	

Credit \$

Five Per Cent. Penalty

TOTAL

Paid *Nov 12* 191*8*

Received payment: *C R Fulgham* Treasurer

Copy of Costs

Taxed in the Suit of:

Old & Brokenbrough p. q.

Walter B. Holmes et al.

vs.

Annie E. Holmes et al.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA

Writ Tax

Clerk

Sheriff

Attorney

Commissioner

Printer, for Order of Publication, etc.

*Balance including 1. dollars,
to be added.*

8 50

~~Date of Judgment or Final Decree~~

191

Paid *11-25-* 191 *8*

C. E. P. [Signature]

Clerk

November 22nd, 1918.

This is to certify that I have received of Wm. W. Old, Jr., Special Commissioner in the suit of Walter B. Holmes, in his own right &c. v. Anna B. Holmes and others, pending in the Circuit Court of Nansemond County, Virginia, the sum of FOUR HUNDRED AND SEVENTY-FIVE & 90/100 DOLLARS as set forth in the report of said Special Commissioner, being interest due on the Abe M. Legum note of \$2000.00, after deducting taxes, and costs &c. as follows:

By amount received of Abe M. Legum, interest on \$2000.00 loan from October 22nd, 1913 to October 22nd, 1918	600.00
To paid taxes for 1914 on funds in hand	26.00
To paid taxes for 1915 on funds in hand	19.00
To paid taxes for 1916 on funds in hand	19.00
To paid taxes for 1917 on funds in hand	19.00
To paid taxes for 1918 on funds in hand	20.60
To commissions to Special Commissioner	12.00
To paid balance of Court costs including costs of final decree	8.50
To paid W. B. Holmes, Guardian of Hannah Grace Holmes	475.90

W B Holmes
Guardian of Hannah Grace Holmes.

VIRGINIA,
In the Circuit Court of
Hansemond County.

Walter B. Holmes, in his own
right &c.

v.

Anna M. Holmes and others

REPORT OF
SPECIAL COMMISSIONER.

1918 d. *filed Jm*

SLEEPY HOLE DISTRICT

M

*H-H-Old to Sp. Comm.**Holmes & Holmes*

No.

6107

To C. R. FULGHAM, Treasurer of Nansemond County, Va.

FOR YEAR 1912**REAL ESTATE****STATE TAXES**35c on \$100, Support
Government,
Schools & Pensions**COUNTY LEVIES**Co. Levy .40
Co. School Tax .20
Dis. School Tax .20
Road Tax .15

TOTAL - .95

On the \$100

TOTAL TAXES

Acres.....Val. \$.....

Personal { Schedule B, Val. \$.....

Property { Schedule C, Val. \$ *21000⁰⁰**700**1900**2600*

State Capitation Tax.....

1 50

Credit\$.....

Total Tax.....\$ *2600*

.....\$.....

5 PER CENT. PENALTY.....\$.....

.....\$.....

Total Tax and Penalty.....\$.....

PAID.....*NOV 4 1912*.....191.....

Treasurer

Mr. *H. H. Old Jr* Spec. Comm *Holmes V. Holmes* DE.

1911

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

No. <i>227</i>	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 valued \$										
Personal Property, Schedule B, val. \$										
Personal Property, Schedule C, val. \$ <i>2000</i>		<i>500</i>	<i>200</i>		<i>800</i>	<i>300</i>	<i>400</i>	<i>400</i>		<i>2600</i>
Value.....\$										
Poll Tax for State and County										<i>1.50</i>
Total.....										<i>2600</i>
5 Per Cent. Penalty.....										
Total.....										

Received payment

11th day of *November* 191*1*

G. W. Butts
Treasurer

Holmes

V I R G I N I A,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

.....

WALTER B. HOLMES, in his own right &c.:

v. : IN CHANCERY.

ANNA E. HOLMES and others. :

.....

As Special Commissioner in the above entitled cause, I respectfully report that I have received of W. J. Doughtie interest on his note for \$2000.00, from October 28th, 1910, date of note, to October 28th, 1912, making a total of \$240.00.

On October 22nd, 1912, the said W. J. Doughtie paid his said note for \$2000.00, so, by deed of that date, I loaned said amount to Abe M. Legum, secured by deed of trust on a house and lot on Fauquier Street, Berkley Ward, Norfolk, Va., worth, at a reasonable estimate, \$3200.00, and herewith file said note for \$2000.00, and the deed of trust securing same with this report. I respectfully ask the Court to confirm my actions in this respect.

I have received interest from Abe M. Legum from October 22nd, 1912, to October 22nd, 1913, making a total of \$120.00:

I herewith render a full report as follows:

By interest of W. J. Doughtie from October 28th, 1910 to October 28th, 1912:	\$240.00
By interest of Abe M. Legum from October 22nd, 1912 to October 22nd, 1913	120.00
To paid taxes for 1911 on funds in hand	\$26.00
To paid taxes for 1912 on funds in hand	26.00
To paid taxes for 1913 on funds in hand, <i>Amount allowed for</i> <i>A no assessment having been made for 1913! -</i>	26.00
To amount paid Walter B. Holmes, Guardian of Hannah Grace Holmes	282.00
	<u>\$360.00</u> <u>\$360.00</u>

I herewith return vouchers for said payments.

Respectfully submitted,

Norfolk, Virginia.

December 6th, 1913

A handwritten signature in cursive script, appearing to read "C. M. Wood", is written above a horizontal line.

Special Commissioner.

WM. W. OLD, JR.
EDWARD BROCKENBROUGH
CHARLES WEBSTER

OLD, BROCKENBROUGH & WEBSTER

Attorneys and Counsellors at Law

ROOMS 511-515
LAW BUILDING
NORFOLK, VA.

October 28-1913

\$282.00

This is to certify that I have received of Wm. W. Old, Jr., Special Commissioner in the suit of Holmes v. Holmes, pending in the Circuit Court of Nansemond County, Virginia, the sum of TWO HUNDRED AND EIGHTY-TWO DOLLARS amount received by him for interest on the note for \$2000.00 held by him as Special Commissioner in said suit for the benefit of Hannah Grace Holmes.

Walter B Holmes

Guardian of Hannah Grace Holmes.

WM. W. OLD, JR.
EDWARD BROCKENBROUGH
CHARLES WEBSTER

OLD, BROCKENBROUGH & WEBSTER

Attorneys and Counsellors at Law

ROOMS 511-515
LAW BUILDING
NORFOLK, VA.

Dec. 6 - 1912 -

This is to certify that we have in hand \$26⁰⁰,- taxes for
1913 or fund in hands of Chas. W. Old, Jr., Special Comm'r in
Suit Holmes v. Holmes, - Said fund having failed to be
assessed for that year; - but to be assessed in 1914 for
1913

Old, Brockenbrough
& Webster, City
Attorneys
Sp. Comm'r.

VIRGINIA,
In the Circuit Court of Nanse-
mond County.

Walter B. Holmes, in his own
right &c.

v.

Anna E. Holmes and others.

R E P O R T
of
SPECIAL COMMISSIONER.

Filed Dec. 12, 1914.
H. E. Boring,
Clk.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

W. B. Holmes, suing &c.,)
 (
)
 (
Anna E. Holmes and others.)

This cause came on this day to be again heard upon the papers formerly read, and upon the report of Wm. W. Old, Jr., Special Commissioner, this day filed, to which report there are no exceptions, and was argued by counsel;

On consideration whereof the Court doth adjudge, order and decree that the said report of Wm. W. Old, Jr., Special Commissioner, be, and the same is hereby confirmed, and the said Wm. W. Old, Jr., Special Commissioner, is authorized to receive the interest on the bond of W. J. Doughtie for \$2000.00, filed with the said report, as it shall fall due, and to pay the same to the legal guardian of Grace Holmes, after deducting therefrom the taxes which may be assessed against the said bond from year to year.

Holmes, A.

A

Holmes chals.

Dienee.

1911 Jan. 9th.

Enter,

James McInmore

Entered in Chancery Order
Book No. 4. Page 451.

C.

\$2099.00.

Received November 4, 1910, of Wm. W. Old, trustee, the sum of two thousand and ninety-nine dollars, being \$2000.00, my part of the bond of W. H. Brinkley and W. J. Doughtie for \$5000.00 in the suit of Holmes vs Holmes et als, pending in the Circuit Court of Mansfield County, payable to Wm. W. Old, Jr., Special Commissioner, and the interest thereon from January 2, 1910, to October 28, 1910, secured by deed of trust to the said Wm. W. Old, trustee, the date of the sale of the Beech Grove property conveyed to secure said bond.

Dr. Herbert H. Holmes.

Mr. W. W. Old Jr. Special Com Dr. Holmes v.s. Holmes.

1910

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

No. <u>206</u> <u>F</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 _____ valued \$ _____										
Personal Property, Schedule B, val. \$ _____										
Personal Property, Schedule C, val. \$ <u>4000</u>		<u>10 00</u>	<u>4 00</u>		<u>10 80</u>	<u>6 00</u>	<u>10 00</u>	<u>6 00</u>		<u>46 80</u>
Value _____										
Poll Tax for State and County _____										<u>1 50</u>
Total _____										<u>46 80</u>
5 Per Cent. Penalty _____										
Total _____										

Received payment

1st day of November 1910

W. A. King Deputy Treasurer.

Thames

Mr. H. H. Old, Jr.

TO R. R. SMITH, CLERK CIRCUIT COURT
OF NANSEMOND COUNTY
SUFFOLK, VA.

1910

vs.

7

Oct.

17

~~TRANSFER FEE FOR COMB~~

~~STATE TAX,~~

CLERK'S FEES, entering & certifying decree
entered Oct. 12/10. in suit of Holmes vs.
Holmes.

125

Paid

11/4

1910

A. L. Tritty, De.

Clerk.

\$75.60.

F.

Received November 14, 1910, of Wm. W. Old, Jr., Special Commissioner, the sum of Seventy five 60/100 Dollars, being the amount of interest from January 2, 1910, to October 28, 1910, on the \$2000.00, part of the bond of \$5000.00 in the suit of Holmes vs Holmes and others, pending in the Circuit Court of Hansemond County, Va., to which Grace Holmes is entitled, the interest received by the said Special Commissioner being \$99.00, out of which the taxes for 1910, \$23.40, were paid.

W. T. Holmes

Guardian of Grace Holmes.

Trustee's S A L E OF Valuable Real Estate

By virtue of a certain deed of trust from W. H. Brinkley and W. J. Doughtie to me as trustee, dated June 1st, 1905, duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in D. B. 59, page 69, and at the request of the holders of the bonds therein mentioned remaining unpaid, default having been made in the payment of certain of the bonds at maturity, and in the payment of interest on all the bonds remaining unpaid, I shall sell on the premises, near Driver, in the County of Nansemond, Virginia,

AT 10:30 A. M. ON

FRIDAY, OCTOBER 28, 1910,

The Following Property To-Wit:

Three certain parcels of land, in Nansemond County, Virginia, known as the Beech Grove Farm, containing in the aggregate 317.7 acres, which were conveyed to Burdett W. Holmes, now deceased, by two deeds, one from C. W. Coleman, Special Commissioner, dated January 28th, 1903, and the other from Sarah A. Peake, dated July 1st, 1903, the said property as a whole, as shown on the plat filed with the deed from C. W. Coleman, Special Commissioner, above mentioned, though conveyed by the two deeds aforesaid, may be described generally as situated in Bennett's Pasture, Sleepy Hole Magisterial District, Nansemond County, Virginia, and as bounded on the north by the land formerly belonging to Richard B. Ames, and by a road leading from Drivers to Cartwright's Wharf; on the east by the Bennett's Pasture Road and the land of Dr. Wm. T. Jordan; on the south by the Cross Swamp Tract; and on the west by the lands belonging to Jackson Powells Estate, (now belonging to James Wagner,) the lands of Elisha Everett and Joseph Griffin, and the Nansemond River; with the exception, however, of certain lots for which Mary Jackson and others hold contracts, the said lots being fully described in the bill filed in the suit pending in the Circuit Court of Nansemond County, Virginia, entitled "Walter B. Holmes, in his own right, etc., vs. Anna E. Holmes and others;" the property above being the same conveyed to the said W. H. Brinkley and W. J. Doughtie by Wm. W. Old, Jr., Special Commissioner, by deed dated June 1st, 1905, duly recorded.

Possession of premises to be given on January 1st, 1911, and all crops at present, planted, are reserved, with right of removal by present tenant up to that date.

Wm. W. OLD,
TERMS CASH, Trustee.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Walter B. Holmes, in his own right &c.,)
vs)
Anna E. Holmes and others.)

To the Hon. James L. McLemore, Judge of said Court:

As Special Commissioner in the above entitled cause, I respectfully report that in accordance with the terms of the decree entered in this cause on the 12th day of October, 1910, (a copy of which was served on Herbert N. Holmes, as required, as shown by the copy herewith filed, marked A), I assigned to the said Herbert N. Holmes \$2000.00 of the bond for \$5000.00 therein mentioned, and joined with the other holders of the bonds secured by the deed of trust to Wm. W. Old, trustee, filed in this suit, remaining unpaid, in having foreclosed the said deed of trust. The said Wm. W. Old, trustee, made sale of the said real estate conveyed by said deed on October 28, 1910, when the said real estate, after excepting certain half acre lots which had been sold and conveyed by W. H. Brinkley and W. J. Doughtie, was sold for \$17,450.00, to the said W. J. Doughtie, a sum far in excess of the amount necessary to pay the bonds secured by said deed remaining unpaid, and all interest thereon. As will appear by the deeds made by the said Wm. W. Old, trustee, the tract No. 1, as shown on the plat filed with the deed from C. W. Coleman, Special Commissioner to B. W. Holmes, Exhibit No. 5, filed with the bill in this cause, was conveyed to Vivian S. Lawrence, for \$8725.00, one half of the purchase money, and the remaining tracts Nos. 2 and 3 on said plat were conveyed to W. J. Doughtie for the other half of the purchase money, \$8725.00. In complying with the terms of said sale, however, I agreed, with Mrs. Anna E. Holmes and Edna E. Holmes to lend the said W. J. Doughtie \$4500.00, to be secured by a deed of trust on the said tracts Nos. 2 and 3, after excluding certain lots for which contracts of sale had been made, and the said W. J. Doughtie and wife conveyed the said tracts of land to Charles Webster, trustee, to secure Edna E. Holmes a bond of \$500, payable one

year after its date; Anna F. Holmes two bonds of \$1000.00 each, payable two and three years respectively after their date, and me as Special Commissioner one bond for \$2000.00, payable five years after its date, all dated October 28, 1910, with interest thereon from date payable semi-annually. I did this so as to invest the \$2000.00, the principal part of the bond of \$5000.00 to which Grace Holmes was entitled, and withdrew from the papers in this cause the said bond of \$5000.00; to \$1000.00 of which Edna F. Holmes was entitled, to \$2000.00 of which Herbert N. Holmes was entitled, and to \$2000.00 of which Grace Holmes was entitled. I herewith file the deed of trust to Charles Webster, trustee, marked B, and the bond for \$2000.00, payable to me as Special Commissioner. As it will be more than five years before Grace Holmes is of age, I considered this a good investment of the \$2000.00, to which she is entitled, and ask the approval of my action in the premises.

Through Wm. W. Old, trustee, Edna F. Holmes received the \$1000.00 of the bond of \$5000.00, which had been assigned her by the decree of January 11, 1909 and interest thereon and Herbert N. Holmes received the \$2000.00 of the said bond, which had been assigned him by the decree of October 12, 1910, and interest thereon, and the receipt of the said Herbert N. Holmes is herewith filed, marked C, while the receipt of the said Edna F. Holmes appears on the said bond of \$5000.00, in the hands of the said Wm. W. Old, trustee, held by him as his voucher in the settlement of his account of sale before the Commissioner of Accounts.

In this settlement Herbert N. Holmes received \$99, interest on the \$2000.00 from January 2, 1910, to October 28, 1910, remaining unpaid, and out of this he paid me \$23.40, his part of the taxes for 1910, assessed against the fund of \$4000.00, and he also paid the Clerk's costs, \$1.25, for the decree of October 12, 1910, the receipt for which is herewith filed, marked D, and in the said settlement I received the same amount of interest, \$99.00, for Grace Holmes, out of which I paid \$23.40, her part of the taxes for 1910, and the balance thereof, \$75.60, I paid to Walter B. Holmes, her guardian, and herewith file receipts for all the same,

marked E and F, respectively, the receipt E being for the taxes on the \$4000.00, for one half of which the said Herbert N. Holmes was liable.

Norfolk, Va.,

Nov. 25. 1910. }

Respectfully submitted,

Conwell Jr.

Special Commissioner.

A.

Walter B. Holmes, in his own right and as Guardian &c.,

v.

Anna E. Holmes and others.

It appearing to the court that since the last decree entered in this cause the infant defendant Herbert Nash Holmes has reached the age of twenty one years, it is ordered on the motion of the plaintiff that this suit do henceforth proceed against him as an adult defendant.

This cause then came on this day to be again heard upon the papers formerly read, and the report of Wm. W. Old, Jr., Special Commissioner, this day filed, to which report there are no exceptions, and was argued by counsel:

On consideration whereof the court, confirming the said report of Wm. W. Old, Jr., Special Commissioner, doth adjudge, order and decree that of the bond of W. H. Brinkley and W. J. Doughtie for \$5,000.00, payable six years after its date, mentioned and described in the deed of trust to Wm. W. Old, Trustee, filed in this suit, the sum of \$2,000.00, part thereof, with the unpaid interest thereon from January 1st, 1910, but subject to the taxes thereon for 1910, be assigned to the said Herbert Nash Holmes, as his interest in the Beech Grove property sold in this suit, and that the said Wm. W. Old, Jr., Special Commissioner as aforesaid, do join with the other holders of the bonds secured by the deed of trust aforesaid remaining unpaid, in directing a sale of the property conveyed to the said Wm. W. Old, Trustee, and be authorized to do what may be necessary to protect the interest of the infant defendant

Grace Holmes in the sale of said property. And the said Special Commissioner will report his action under this decree to the Court.

It is further ordered that a copy of this decree be served on the defendant Herbert Nash Holmes, prior to the sale of the property above herein described.

A Copy,-

Teste: *R. R. Smith, Clerk*
By A. L. Ivette, De.

Walter B. Holmes, re.

vs.

Anna E. Holmes rather

Copy.

Service accepted. This

Oct. 21st - 1910.

Herbert H. Holmes

HOLMES & C.

VS.

HOLMES and others.

Report of Wm. W. Old, Jr.,
Special Commissioner.

1911 Jan'y 9th. filed
J.L.M.

In the Circuit Court of Nansemond County.

Walter B. Holmes, in his own right and as Guardian &c.,

v.

Anna E. Holmes and others.

It appearing to the court that since the last decree entered in this cause the infant defendant Herbert Nash Holmes has reached the age of twenty one years, it is ordered on the motion of the plaintiff that this suit do henceforth proceed against him as an adult defendant.

This cause then came on this day to be again heard upon the papers formerly read, and the report of Wm. W. Old, Jr., Special Commissioner, this day filed, to which report there are no exceptions, and was argued by counsel:

On consideration whereof the court, confirming the said report of Wm. W. Old, Jr., Special Commissioner, doth adjudge order and decree that of the bond of W. H. Brinkley and W. J. Doughtie for \$5,000.00, payable six years after its date, mentioned and described in the deed of trust to Wm. W. Old, Trustee, filed in this suit, the sum of \$2,000.00, part thereof, with the unpaid interest thereon from January 1st, 1910, but subject to the taxes thereon for 1910, be assigned to the said Herbert Nash Holmes, as his interest in the Beech Grove property sold in this suit, and that the said Wm. W. Old, Jr., Special Commissioner as aforesaid, do join with the other holders of the bonds secured by the deed of trust aforesaid remaining unpaid, in directing a sale of the property conveyed to the said Wm. W. Old, Trustee, and be authorized to do what may be necessary to protect the interest of the infant defendant Grace Holmes in the sale of said property. And the said Special Commissioner will report his action under this decree to the Court.

It is further ordered that a copy of this decree be served on the defendant Herbert Nash Holmes, prior to the sale of the property above herein described.

In the Circuit Court
of Franklin Co

Holmes &c

v.

Holmes &c -

Decree.

Enter Octo. 12. 1910.

James L. Moore

Entered in Chancery
Order Book No. 4. Page 434

In the Circuit Court of Hansemond County.

Walter B. Holmes, in his own right and as Guardian &c.,

v.

Anna E. Holmes and others.

To the Honorable James L. McLeMore, Judge of the said Court:-

As Special Commissioner in the above entitled cause, I respectfully report that since my last report in said cause, dated January 11th, 1909, and the decree of that date confirming the same, I have withdrawn the bond of W.H. Brinkley and W. J. Doughtie for \$1000., payable five years after date, mentioned in said decree, and assigned the same, without recourse, to Edna E. Holmes, as shown by the receipt hereto attached.

Messrs Brinkley and Doughtie paid the interest due on January 1, 1909, and on January 11, 1909, I paid to W. B. Holmes, Guardian, the \$120., interest on the \$4,000. to which Herbert N. Holmes and Grace Holmes are entitled, as shown by the receipt hereto attached.

On July 17th, 1909, Messrs Brinkley and Doughtie paid the interest, \$120., due on July 1st, 1909, on said \$4,000., and after reserving \$42., the taxes on said fund, I paid the balance \$78., to W. B. Holmes, Guardian of Herbert N. and Grace Holmes, as shown by the receipt hereto attached; and on November 6th, 1909, I paid the taxes, \$42.00, for 1909, as shown by the receipt hereto attached.

The interest due by Messrs Brinkley and Doughtie on January 1st, 1910, was paid by them to Mrs Anne E. Holmes, who accounted to the said Walter B. Holmes, Guardian, for \$120. due to Herbert N. and Grace Holmes, as shown by his receipt hereto attached.

The interest which fell due on July 1st, 1910, has not been paid, and by deed dated September , 1910, W. H. Brinkley and his wife made a general assignment to James U. Burgess of all his property, real and personal, including his interest in the Beech Grove property, which was conveyed by the deed of trust to Wm. W. Old, Trustee, filed in these proceedings. A copy of the said deed, which has been recorded in the Clerk's Office of Hansemond

County Circuit Court is herewith filed.

The deed of trust aforesaid to Wm. W. Old, Trustee, secured the payment of several bonds of the said W. H. Brinkley and W. J. Doughtie, aggregating \$10,500.. of which \$2500. has been paid, leaving unpaid bonds aggregating \$8000., with interest thereon from January 1st, 1910, as follows:

Bond at two years, held by Mrs Anna E. Homes, <i>Subject to credit of 2500.00 on Feb 1, 1910:-</i>	<i># 1250.00</i>	\$1000.00	
Bond at four years, assigned to Harry G Holmes, and now held by Mrs Anna E. Holmes,		1000.00	
Bond at five years assigned to Edna E. Holmes,		1000.00	
Bond at six years, of which \$1000. is to be paid to Edna E. Holmes, and \$2,000. to Herbert N. Holmes, and \$2,000. to Grace Holmes,		5000.00	<i># 8000.00</i> # 3400.00

The said Herbert N. Holmes reached the age of 21 years on October 8th, 1910, as shown by the certificate of his mother herewith filed.

Under the circumstances I ask the Court for authority to join with the holders of the other bonds in directing the trustee in the deed of trust to Wm. W. Old, Trustee, aforesaid, to make sale of the real estate conveyed to secure the said bonds, so remaining unpaid, including the bond of \$5,000. aforesaid, as by the terms of the said deed such sale may now be made, and that I be authorized to do what may be necessary to protect the interest of Grace Holmes, who is still an infant, at said sale.

Respectfully submitted,

October
September 10th, 1910.

W. W. Old
Special Commissioner.

Received January 11th, 1909, of Wm. W. Old, Jr., Special Commissioner, \$120.00, the interest for six months to January 1st, 1909, on the bond of Brinkley and Doughtie, filed in the suit of Holmes v. Holmes, to which my wards, Herbert N. Holmes and Grace Holmes are entitled.

W. T. Holmes,
Guardian.

\$78.00.

Received July 22, 1909, of Wm. W. Old, Jr., Special Commissioner, the sum of Seventy-eight Dollars, in full of six months interest to July 1st, 1909, \$120.00, paid by Brinkley and Doughtie on their bond filed in the suit of Holmes vs. Holmes, to which my wards, Herbert N. Holmes and Grace Holmes, are entitled, after deducting therefrom the taxes for 1909 on said fund, \$42.00, paid by said Special Commissioner.

Walter B. Holmes, Guardian
of Herbert N. & Grace Holmes,
by Wm W. Old Jr
attys.

\$120.00

October ^{5th} 1910.

This is to acknowledge the receipt of Wm. W. Old, Jr., Special Commissioner in Holmes v. Holmes et als, of ONE HUNDRED AND TWENTY DOLLARS, being six months interest to January 1st, 1910, paid by W. H. Brinkley and W. J. Doughtie on \$4,000. of funds in said suit belonging to Herbert Nash Holmes and Hannah Grace Holmes, my wards, paid to my mother ~~Anna~~ E. Holmes, and accounted for by her to me.

Walter B. Holmes
Guardian.

Haemes & Haemes
Mr. W. W. Old for Special Com. Dr.

1909.

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

No. <u>208</u>	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 _____ valued \$ _____										
Personal Property, Schedule B, val. \$ _____										
Personal property, Schedule C, val. \$ <u>4000</u>		<u>10 00</u>	<u>4 00</u>		<u>10 00</u>	<u>6 00</u>	<u>6 00</u>	<u>6 00</u>		<u>42 00</u>
Value _____ \$ _____										
Poll Tax for State and County _____										<u>1 50</u>
Total _____										<u>43 50</u>
5 p _____ nt. penalty _____										
Total _____										

Received payment 6th day of November 1909 Phant's W. A. King Dep Treasurer.

Received of Wm. W. Old, Jr., Special Commissioner, the bond of W.H. Brinkley and W. J. Doughtie, dated January 2, 1905, and payable five years after date to the order of Wm. W. Old, Jr., Special Commissioner, for one thousand dollars, assigned by him, without recourse, to my order, as directed by the decree entered on January 11th, 1909.

Edna F Holmes
by Anna F Holmes

Norfolk, Virginia, October ~~10~~th 1910.

To Wm. W. Old, Jr., Special Commissioner in Holmes v. Holmes et als:-

This is to certify that Herbert Nash Holmes, my son, will be twenty one years of age on the ~~10~~th day of October, 1910.

Anna F Holmes

In the Circuit Court of
Hansemond County.

Walter B. Holmes, in his own
right &c.,

v.

Anna E. Holmes and others.

Report of Wm. W. Old, Jr.,
Special Commissioner.

*1910. Octo. 12th filed
JSM*

In the Circuit Court of Nansemond County,

Walter B. Holmes in his own right, and as Guardian &c.,

vs

(
)

Anna E. Holmes and others

It appearing to the court that since the last decree entered in this cause the defendant, Edna Holmes, whose full name is Edna E. Holmes, has reached the age of 21 years, on the motion of the plaintiff it is ordered that this cause do henceforth proceed against the said Edna E. Holmes, as an adult defendant.

This cause then came on this day to be again heard upon the papers formerly read and the report of Wm. W. Old, Jr., Special Commissioner, this day filed, to which report there are no exceptions, and was argued by counsel.

On consideration whereof, the court, confirming the report of the said Special Commissioner, doth adjudge, order and decree that the said Wm. W. Old, Jr., Special Commissioner in this cause, do, upon leaving his receipt therefor with the Clerk of this court, withdraw from the papers in this cause the bond of W. H. Brinkley and W. J. Doughtie for \$1000. payable five years after its date, and assign the same, without recourse, to the defendant Edna E. Holmes, in part settlement of her interest in the real estate known as the Beech Grove farm, sold in this suit: and that the said Edna E. Holmes shall be entitled to receive the sum of one thousand dollars, with the interest thereon from the 2d day of July, 1908, part of the bond of the said W. H. Brinkley and W. J. Doughtie for \$5000., payable six months after its date, in full of her interest in the said real estate, and the said Wm. W. Old, Jr., Special Commissioner, is hereby authorized to pay the said Edna E. Holmes, the interest on the said \$1000. as he shall receive the same, and also the said sum of \$1000. upon the payment of the said bond in whole or in part, by the said W. H. Brinkley and W. J. Doughtie, for any or all which payments the said Special Commissioner will take proper receipts and return the same to be filed among the papers in this cause.

Mr. W. W. Oedg. Special (8m?) Dr.

1908.

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

No. 212	STATE TAXES.					County Levy, 20c. 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.....valued \$.....																	
Personal Property, Schedule B, val. \$.....																	
Personal Property, Schedule C, val. \$ <u>6000</u>		<u>15.00</u>	<u>6.00</u>			<u>12.00</u>	<u>9.00</u>	<u>9.00</u>	<u>9.00</u>							<u>60.00</u>	
Value.....\$.....																	
Pol Tax for State and County.....																<u>1.50</u>	
Total.....																<u>60.00</u>	
5 per cent. penalty.....																	
Total.....																	

Received payment 28 day of Nov 1908

W. A. King Sep Treasurer.

Mr. W. H. Old for Lewis for Holmes & Holmes Norfolk Va

1907.

To S. T. ELLIS, Treasurer of Nansemond County, Virginia.

No. 195	STATE TAXES.				County Levy, 18c. on \$100.	County Road Tax 15c. on \$100	County School Tax, 15c. on \$100	District School Tax. 15c. on \$100	Parish Levy 8c. ou \$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.....valued \$.....										
Personal Property, Schedule B, val. \$.....										
Personal Property, Schedule C, val. \$8000.....		20.00	8.00		14.40	12.00	12.00	12.00	7	78.40
Value.....\$.....										
Poll Tax for State and County.....										1.50
Total.....										78.40
5 per cent. penalty.....										
Total.....										

Received payment

20

day of

November

190

J. Hanks

W. A. King

Treasurer.

In the Circuit Court of Nansemond County,

Walter B. Holmes in his own right, and as Guardian &c.,

vs

(
)

Anna E. Holmes and others

To the Hon. James L. McLemore, Judge of the said Court -

As Special Commissioner in the above entitled cause, I respectfully report, that since my last report in this cause, dated Nov. 5, 1907, and the decree confirming the same, I have, in obedience to the said decree, withdrawn from the papers in this cause the two bonds of W. H. Brinkley and W. J. Doughtie, of \$1000. each, dated Jan. 2, 1905, and payable three and four years respectively after their date, and turned the same over to Harry G. ~~B~~^Holmes, in full of his interest in the proceeds of sale of the lands sold in this suit, and herewith file his receipt therefor.

I paid the taxes for 1907, on the funds in this suit, \$8000.00, including the \$2000. turned over as aforesaid to Harry G. ~~Brinkley~~^{Holmes}, for which I had reserved \$80. as shown by my report, but the taxes amounted to \$78.40, and the receipt therefor is herewith filed. The difference \$1.60 I subsequently accounted for with W. B. Holmes, Guardian.

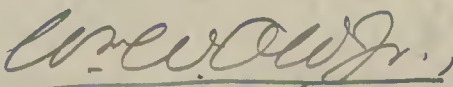
On January 4, 1908, Messrs. Brinkley & Doughtie paid me the interest for six months, due on Jan. 2, 1908, on the \$6000. to which Edna E., Herbert N. and Grace Holmes, the wards of W. B. Holmes were entitled, and this sum I paid to the said W. B. Holmes, their Guardian, and his receipt therefor is herewith filed. I also accounted for the \$1.60 above mentioned as shown by said receipt.

On July 24, 1908, Messrs. Brinkley & Doughtie paid me the interest due on July 1, 1908, on the \$6000. to which the said wards are entitled and after retaining \$60. the taxes thereon for 1908, I paid the same, \$120., to W. B. Holmes, their guardian, and his receipt therefor is herewith filed; and subsequently I paid the taxes for 1908, \$60., and the receipt therefor is herewith filed.

Edna E. Holmes, as I am informed, reached the age of 21 years, on the day of June 1908, and is entitled to have assigned her \$2000. of the bonds still remaining in my hands. I am also informed that Messrs. Brinkley & Doughtie have paid one, if not two of the bonds which have fallen due, in addition to the bond of \$1250. mentioned in my last report.

December 5. 1908.

Respectfully,


Special Commissioner.

Recd. Nov. 8. 1907, of Com. W. O. O'Connell, Special
Commr. in Holmes vs Holmes and others, the two
bonds of W. H. Brinkley and W. J. Doughtie,
for \$1000. each, dated Jan'y 2. 1905, and pay-
able three and four years respectively after date,
in full of my interest in the proceeds of sale of
the Beach Grove lands, mentioned and described in
said suit.

E. C. O'Connell

Received March 3, 1908, of Wm. W. Old, Jr., Special Commissioner, in Holmes vs Holmes, the sum of one hundred and ~~eighty~~ ^{sixty} dollars, being six months interest on bonds of \$6000. in said suit to which my wards Edna E., Herbert and Grace Holmes are entitled, also the sum of \$1.60, being the difference between the amount reserved for taxes in 1907, \$80.00, and the amount actually paid \$78.40, the taxes so reserved being \$60. for my wards and \$20. on the bonds afterwards turned over to Henry G. Holmes.

W. J. Holmes, Guardian of

Edna Holmes
Herbert Holmes
Grace Holmes.

The above receipt was typed one hundred and sixty dollars by mistake, but the same has been corrected, as suggested by Mr. Holmes - the error was really explained by the language of the receipt itself -

Wm. W. Old

Dec. 5, 1908.

Mr. Old, Should not the above read \$180⁰⁰ instead of \$160⁰⁰?

W. J. H.

12/2/08

\$120.00

Norfolk, Va., July 24, 1908.

Received of Wm. W. Old, Jr., Special Commissioner, in the suit of Holmes &c. vs Holmes and others, the sum of One Hundred and Twenty Dollars, being six months interest to July 1, 1908, on \$6000. of bonds of W. H. Brinkley and W. J. Doughtie, \$180. less, \$60. reserved to pay taxes on the said \$6000. for the year 1908.

W B Holmes,

Guardian.

Holmes &c.

vs

Holmes et al.

Report of W^m W. Old, Jr.

Special Commr.

1909. January 11th.

filed J.L.M.

Walter B. Holmes in his own right and Guardian
Annie E. Holmes mother.

^{from the report this day filed}
It appearing to the Court that ~~since~~ the last decree entered in this cause, the defendant, Harry G. Holmes, has reached the age of 21 years, on the motion of the plaintiff it is ordered that this cause do henceforth proceed against the said Harry G. Holmes as an adult defendant.

This cause then came on this day to be again heard upon the papers formerly read and the report of Wm. W. Old, Jr., Special Commissioner, ^{filed November 4th 1917} to which report there are no exceptions, and was argued by counsel.

On consideration whereof the Court, confirming the report of the said Special Commissioner, doth adjudge, order and decree that the said Wm. W. Old, Jr., Special Commissioner in this cause, do upon leaving his receipt therefor with the Clerk of this Court, withdraw from the papers in this cause the two bonds of W. H. Brinkley and W. J. Doughtie for \$1000.00 each, payable three and four years respectively after their date, and assign the same, without recourse, to the defendant, Harry G. Holmes, in full settlement of his interest in the real estate known as the Beech Grove Farm, sold in this suit, take his receipt for the same and return it to the Court to be filed among the papers in this cause.

known in this course.

except for the sum the amount is to be paid to be filed along with the application for the record of the land. The sum is to be paid in full at the time the application is made, and the receipt for the same, signed by the clerk, is to be filed with the application for the record of the land.

The amount of the sum is to be paid in full at the time the application is made, and the receipt for the same, signed by the clerk, is to be filed with the application for the record of the land.

The amount of the sum is to be paid in full at the time the application is made, and the receipt for the same, signed by the clerk, is to be filed with the application for the record of the land.

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The amount of the sum is to be paid in full at the time the application is made, and the receipt for the same, signed by the clerk, is to be filed with the application for the record of the land.

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The amount of the sum is to be paid in full at the time the application is made, and the receipt for the same, signed by the clerk, is to be filed with the application for the record of the land.

Holmes &

Holmes &

Deere

Enter No. 415
1907
H. C. Holmes

Entered in Chancery
Order Book No. 4.
Page 194.

In the Circuit Court of Nansemond County,
Walter B. Holmes in his own right, and as Guardian &c.,

vs

(
)

Anna E. Holmes and others

To the Hon. James L. McLemore, Judge of the said Court -

As Special Commissioner in the above entitled cause I respectfully report, that since my last report in this cause, I have made the following collections of interest on the bonds of Brinkley & Doughtie, under the control of the Court:

On or about January 15, 1906, Messrs. Brinkley & Doughtie, paid the interest \$240.00 due on January 1, 1906, and I paid the same over to Walter B. Holmes, Guardian of Harry G., Edna, Herbert N. and Grace Holmes, as shown by his receipt herewith filed marked No. 1.

On or about July 7, 1906, Messrs. Brinkley & Doughtie paid the interest \$240.00 due on July 1, 1906, and I paid the same less \$86.40 reserved for taxes for that year, to Walter B. Holmes, Guardian, as shown by his receipt herewith filed marked No. 2.

I subsequently paid the taxes for 1906, and they amounted to \$80.00 instead of \$86.40, as shown by the ~~tax~~ receipt herewith filed marked No. 3 - and the sum of \$6.40 was subsequently paid to Walter B. Holmes, Guardian, as shown by his receipt hereinafter filed marked No. 6.

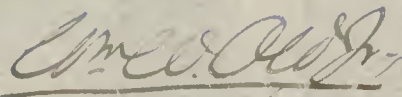
On or about January 3, 1907, Messrs. Brinkley & Doughtie paid the interest \$240.00 due on January 1, 1907, and of this I paid \$180.00 to Walter B. Holmes, Guardian of Edna, Herbert N. and Grace Holmes and \$60.00 to Harry G. Holmes, who had attained his majority, as shown by their receipts herewith filed marked Nos. 4 and 5 respectively, and on or about July 20, 1907, Messrs. Brinkley & Doughtie paid me the interest, \$240.00, due on July 1, 1907, and I paid the same \$180.00 to Walter B. Holmes, as Guardian of Edna, Herbert N. and Grace Holmes,

after reserving his part of the taxes for 1907, \$60.00, and \$60.00 to Harry G. Holmes, after reserving his part of the taxes for 1907, \$20.00. These taxes will be paid and hereafter accounted for. The receipts for these payments are herewith filed marked Nos. 6 and 7 respectively. As shown by his receipt No. 6, I also paid Walter B. Holmes the \$6.40 above mentioned.

Harry G. Holmes became of age in 1906, and is entitled to two of the bonds of Brinkley & Doughtie. I may mention that Messrs. Brinkley & Doughtie have paid to Mrs. Anna E. Holmes the bond for \$1250.00 which fell due on January 1, 1906.

Nov. 14, 1907.

Respectfully,

A handwritten signature in cursive script, appearing to read "J. M. O'Connell", written over a horizontal line.

Special Commissioner.

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law,

ROOMS: 7, 8 AND 9,

VAN WYCK'S ACADEMY OF MUSIC BUILDING.

NORFOLK, VA.

January 15th, 1906.

No. 1.

\$240.

Received of Wm. W. Old, Special Commissioner in the suit of Walter B. Holmes, in his own right &c. v. Anna E. Holmes et als, the sum of TWO HUNDRED AND FORTY DOLLARS, being six months interest to January 1st, 1906, on the bonds of W. H. Brinkley and W. J. Doughtie aggregating \$8000., under the control of the Circuit Court of Nansemond County in the above mentioned suit.

Walter B. Holmes

Guardian of Harry G. Holmes, Edna Holmes,
Herbert Nash Holmes and Grace Holmes.

2
No. 2.

July 7th, 1906.

Received of William W. Old, Jr., Special Commissioner in Holmes v. Holmes, pending in the Circuit Court of Mansenond County, the sum of ONE HUNDRED AND FIFTY THREE DOLLARS AND SIXTY CENTS, being the interest for six months to July 1, 1906, on the fund of \$8,000. in the said suit from Brinkley and Doughtie, \$240.00, less amount re served for taxes for the year 1906 on the said fund of \$8,000., \$86.40.

Walter B. Holmes Guardian.

Mr. W. W. Old Jr. Court Holmes Dr. vs Holmes & others

1906.

To S. T. ELLIS, Treasurer of Nansemond County, Virginia.

No. **202**

No. 3

STATE TAXES.

	State Tax Support Gov. 20c. on \$100. R. E. & P. P. Schedule B.	State Tax Sup. 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.	County Levy, 20c. 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
Real Estate, acres.....valued \$										
Personal Property, Schedule B, val. \$										
Personal Property, Schedule C, val. \$										
Value.....\$										
Poll Tax for State and County										
Total										
5 per cent. penalty										
Total										

Real Estate, acres.....valued \$

Personal Property, Schedule B, val. \$ 8000

Personal Property, Schedule C, val. \$ 2000

Value.....\$ 8000

Poll Tax for State and County

Total 8000

5 per cent. penalty

Total

Received payment 30 day of November 1906 Thank R. A. King Treasurer.

3

4

No. 4.

\$180.00

January 3rd, 1907.

Received of Wm. W. Old Jr., Special Commissioner in the suit of Walter B. Holmes in his own right &c v. Anna E. Holmes et als, the sum of ONE HUNDRED AND EIGHTY DOLLARS, being six months interest to January 1st, 1907, on the bonds of W. H. Brinkley and W. J. Doughtie to the amount of \$6,000., under the control of the court in the said suit, and which he was directed to collect and turn over to me.

Walter B. Holmes.

Guardian of Edna, Herbert Nash and
Grace Holmes.

5
\$60.00

No. 47

January 3rd, 1907.

Received of Wm. W. Old Jr., Special Commissioner in the suit of Walter B. Holmes in his own right &c v. Anna E. Holmes et als, the sum of SIXTY DOLLARS, being six months interest to January 1st, 1907, on bonds of W.H.Brinkley and W.J.Doughtie to the amount of \$2,000., under the control of the court in the said suit, and which he was directed to collect and turn over to my guardian, but which I am entitled to receive now having reached the age of twenty one years.

W. C. Holmes

6.
No. 6.

Norfolk, Va., July 20, 1907.

Received of Wm. W. Old Jr., Special Commissioner in Holmes v. Holmes et als, the sum of ONE HUNDRED AND TWENTY DOLLARS, being interest for six months to July 1st, 1907, paid by Brinkley and Doughtie on their bonds for \$6000., less \$60., amount reserved for taxes for 1907.

Received also the sum of SIX & 40/100 DOLLARS, the amount left in the hands of the said Wm. W. Old Jr., for taxes for 1906, in excess of said taxes on \$8000., of which amount my wards are entitled to \$4.80, and Harry G. Holmes (who was my ward) is entitled to \$1.60, and I am to account to him for it.

W B Holmes Secy. of
Edna, Herbert Nash, & Grace Holmes

7

No. 7.

Norfolk, Va., July 20, 1907.

Received of Wm. W. Old Jr., Special Commissioner in Holmes v. Holmes et als, the sum of FORTY DOLLARS, being interest for six months to July 1st, 1907, paid by Brinkley and Doughtie on their bonds for \$2000 less \$20., amount reserved for taxes for 1907.

H. G. Holmes,
Per W.B. Holmes

In the Circuit Court of
Nansemond County.

Walter B. Holmes in his own
right &c.,

v.

Anna E. Holmes and others.

Report of Wm. W. Old Jr.,
Special Commissioner.

Filed Nov 4th 1907 WWS DC

WM. W. OLD & SON,
ATTORNEYS AT LAW
NORFOLK, VIRGINIA.

BOND

In the Circuit Court of Nansemond County, Virginia.

Walter B. Holmes, in his own right &c.

v.

IN CHANCERY.

Anna E. Holmes and others.

In accordance with the terms of a decree entered on October 10th, 1905, in the above mentioned cause, I withdrew from the papers in said cause, having first left my receipt therefor with the Clerk of this Court, the two bonds of W.H. Brinkley and W.J. Doughtie for \$1250.00 each, payable respectively one and two years after their date, and endorsed the same, without recourse, to the defendant, Anna E. Holmes, in full settlement of her dower interest in the real estate known as the Beech Grove Farm, sold in this suit; and herewith return to the Court her receipt for the same, to be filed among the papers in this cause.

BOND

Wm. C. Cledford

Special Commissioner.

F

December 7th, 1905.

RECEIVED, this day, of Wm. W. Old, Jr., Special Commissioner, two certain bonds for \$1250.00 each, made by W.H. Brinkley and W.J. Doughtie, dated January 2nd, 1905, payable in one and two years after date to the order of said Wm. W. Old, Jr., Special Commissioner, in accordance with a decree entered on October 10th, 1905, in the suit of W.B. Holmes, in his own right vs. v. Anna E. Holmes and als, pending in the Circuit Court of Nansemond County, Virginia; said notes having been endorsed to my order by said Wm. W. Old, Jr., Special Commissioner, and being in full of my dower interest in property in Nansemond County, known as the "Beech Grove Farm", conveyed to said Brinkley and Doughtie by Wm. W. Old, Jr., Special Commissioner; and the same of which Burdett W. Holmes died seised and possessed.

Mrs Anna E Holmes

In the Circuit Court of Hanse-
mand County, Va.

=

Walter B. Holmes, in his own
right &c.

v. } In Chancery.

Anna E. Holmes and others.

=

Report of Wm W. Old, Jr.,
Special Commissioner

=

1905 Dec 27th Received
and filed.

No other paper came
but this.

In the Circuit Court of Nansemond County, Virginia.

Walter B. Holmes, in his own right &c.,
v.
Anna E. Holmes and others.

This cause came on this day to be again heard upon the papers formerly read, the report of Wm. W. Old Jr., Special Commissioner, filed on the 19th day of September, 1905, and the report of W. J. Kilby, Commissioner, filed on the 27th day of July, 1905, to each of which reports no exceptions have been filed, and was argued by counsel:

On consideration whereof the court confirming both of the said reports, doth adjudge order and decree that the said Wm. W. Old Jr., Special Commissioner in this cause, do upon leaving his receipt therefor with the clerk of this court, withdraw from the papers in this cause the two bonds of W. H. Brinkley and W. J. Doughtie for \$1250. each, payable one and two years respectively after their date, and assign the same without recourse, to the defendant Anna E. Holmes, in full settlement of her dower interest in the real estate known as the Beech Grove farm, sold in this suit, take her receipt for the same and return it to the court to be filed among the papers in this cause.

And it appearing to the court that the plaintiff Walter B. Holmes has been paid \$2,000. in full of his interest in the proceeds of sale of the said Beech Grove farm, and that the remaining bonds of the said W. H. Brinkley and W. J. Doughtie returned with the report of the said Wm. W. Old Jr., Special Commissioner, that is to say, the three bonds of \$1000. each, payable three, four and five years after their date, and the bond of \$5,000. payable six years after its date, aggregating \$8,000. represent the interest of the infant defendants Harry G. Holmes, Edna Holmes, Herbert Nash Holmes, and Grace Holmes, of whom the said Walter B. Holmes is guardian, the court doth further adjudge, order and decree that the said Wm. W. Old Jr., Special Commissioner as aforesaid, do collect the semi-annual interest on the said bonds, as it shall fall due, and pay the same over to the said Walter B. Holmes, guardian as aforesaid, take his receipt or receipts therefor and return the same to the court to be filed among the papers in this cause.

And the further consideration of this cause is adjourned &c.

And the further consideration of this cause is adjourned to.
papers in this cause.

the said Walter B. Holmes, Guardian as aforesaid, take his receipt or interest on the said bonds, as it shall fit one, and pay the same over to Old Tr. Special Commissioner as aforesaid, do collect the semi-annual tax, the court doth further adjudge, order and decree that the said Mr. W. B. Holmes, and George Holmes, of whom the said Walter B. Holmes is Guardian the interest of the infant defendants Harry C. Holmes, Edna Holmes, Herbert C. Holmes, payable after its date, representing \$8,000. representing each, payable three, four and five years after their decease, and the bond of Old Tr. Special Commissioner, first is to say, the three bonds of \$1000. Brinkley and W. J. Dougherty returned with the report of the said Mr. W. B. the said Beech Grove farm, and that the remaining bonds of the said W. B. have been paid \$2,000. in full of his interest in the proceeds of sale of

And it appearing to the court that the Plaintiff Walter B. Holmes filed among the papers in this cause.

the said take her receipt for the same and return it to the court to be docket interest in the real estate known as the Beech Grove farm, and in out proceeds, to the defendant James B. Holmes, in full settlement of her one and two years respectively after which, she assign the said two bonds of W. B. Brinkley and W. J. Dougherty for \$1850 each, with the clerk of this court, with which the papers for this cause the Special Commissioner in this cause, and on receiving the receipt of the referee, both adjudge order and decree that the said Mr. W. B. Holmes, On consideration whereof, the court confirming both of the said before the exceptions have been filed, and was argued by counsel:

on the 10th day of September, 1905, and the report of W. J. Brinkley, filed in the report of Mr. W. B. Old Tr. Special Commissioner, filed This cause came on this day to be again heard upon the papers

Anna B. Holmes and others.
Walter B. Holmes, in his own right &c.,
In the Circuit Court of Henric County, Virginia.

Entered Oct 10 1905
Public Records
Book No. 4 Page 2

WILBUR J. KILBY,
ATTORNEY AT LAW,
SUFFOLK, VIRGINIA.

1905 July 26th, Received of William W. Old Jr., Special Commissioner, the sum of ten dollars in settlement of my fee for the report made by me in pursuance of the decree entered on the 22nd, day of May, 1905, in the Chancery Cause pending in the Circuit Court for the County of Nansemond between Holmes etc. Complainant, and Holmes and others, Defendants.

Wilbur J. Kilby

Commissioner in Chancery.

In the Circuit Court of Nansemond County, Virginia.

Walter B. Holmes, in his own right &c.,

v.

Anna E. Holmes and others.

To the Honorable R. R. Prentis,

Judge of the Circuit Court of Nansemond County.

As special commissioner in the above entitled cause, I respectfully report that pursuant to the decree entered in said cause on May 22, 1905, and after having given bond as required by said decree, I conveyed to W. H. Brinkley and W. J. Doughtie, the three parcels of land known as the Beech Grove Farm, containing 317.7 acres, as therein described, subject to the contracts with Mary Jackson and others therein mentioned, upon the execution by the said purchasers of a deed of trust securing the bonds aggregating \$10,500., as therein prescribed, and also the receipt of the cash payment of \$2500., which in fact had already been paid to the said Walter B. Holmes, as representing himself and the other parties in interest. The said deed of trust and six bonds, dated January 2, 1905, (January 1st being Sunday) two for \$1250. each, payable one and two years respectively after date, three for \$1000. each, payable three, four and five years respectively after date, and one for \$5,000., payable six ~~months~~ years after date, all bearing interest from date, payable semi-annually, are herewith returned with this report.

The said purchasers also paid me the semi-annual interest, \$315., which was due on said bonds on July 2, 1905, and I have credited this payment on said bonds.

Of the \$2500. in cash paid by the purchasers, which, as before stated and as shown by the bill, had already been paid to the said Walter B. Holmes, I paid with his consent, as representing himself and all the parties in interest, \$500. to Wm. W. Old & Son, for their fees in and the Court costs of this suit and expenses of sale, that being the amount agreed upon, and the balance thereof paid to the said Walter B. Holmes,

to be charged against him in the distribution of the proceeds of sale, that being the amount, as then estimated, to which he would be entitled, and as shown by the report of W. J. Kilby, Commissioner in this cause, the exact amount to which he is entitled. I felt safe in doing this, as it left the balance of the purchase money on interest, for distribution among the widow and other heirs at law.

I also paid to the said Walter B. Holmes the \$315. of interest received by me, and he has included that in his account as administrator of the late Burdett W. Holmes, and distributed the same, as shown by his account.

I herewith file the receipt of the said Walter B. Holmes showing these payments.

Respectfully submitted,

Sept. 7, 1905.

Wm. C. Old Jr.,

Special Commissioner.

For acknowledgment the receipt of the \$500, above mentioned in full of all fees, costs and expenses of this suit, and out of the same have paid the costs as follows:

R. R. Smith-Claude, writ. lap, \$1.50 Costs, \$9.21. \$10.71.

W. J. Kelley, Commr.

*10.00.
\$20.71.*

As shown by receipts herewith filed.

*Wm. C. Old Jr.,
attorney.*

*Recd. Sept. 19th 1905, of Wm. C. Old Jr., \$20.71 dollars,
in full of writ. lap \$1.50 and \$9.21. Claude Costs in the
above entitled suit.*

W. J. Kelley, D.C.

Received of Wm. W. Old Jr., Special Commissioner in the suit of Holmes v. Holmes and others, pending in the Circuit Court of Nansemond County, the sum of two thousand dollars, to be charged against me in the distribution of the proceeds of sale in said suit.

The sum of \$2500. was paid me as administrator of B. W. Holmes, deceased, by Holmes and Doughtie when the contract was made, and out of this sum I paid Wm. W. Old & Son the sum of five hundred dollars for fees and costs in said suit, leaving the said sum of two thousand dollars still in my hands, which I am to be charged with as above.

I also received the interest on the notes for \$10,500., due July 1, 1905, \$315., and have accounted for this interest in my administration account rendered for the year ending July 7, 1905.

N. B. Holmes,

Wm. W. Old & Son

Attorneys at Law

Norfolk, Va.

W. B. Holmes, in his own right
&c.,

v.

Anna E. Holmes and others.

Report of Wm. W. Old Jr.,
Special Commissioner.

1905 Sept 19th Filed

In the Circuit Court of Nansemond County, Virginia.

Walter B. Holmes, in his own right and as Guardian of
Harry G. Holmes, Edna Holmes, Herbert Nash Holmes and
Grace Holmes, infants under twenty-one years of age,

v.

IN CHANCERY.

Anna E. Holmes, and the said Harry G. Holmes, Edna
Holmes, Herbert Nash Holmes and Grace Holmes, infants
under twenty-one years of age, W.H. Brinkley and W.J.
Doughtie.

This cause, which has been regularly matured at rules, and
set for hearing, came on this day to be heard upon the bill of the plain-
tiff and the exhibits filed therewith, the answer of Anna E. Holmes, the
joint and several answer of Harry G. Holmes, Edna Holmes, Herbert Nash
Holmes and Grace Holmes, infants under twenty-one years of age, by C.W.
Coleman, their Guardian ad litem, and the answer of the said C.W. Coleman,
Guardian ad litem for said infant defendants, Harry G. Holmes, Edna Holmes,
Herbert Nash Holmes and Grace Holmes, the joint and several answer of
Harry G. Holmes, Edna Holmes and Herbert Nash Holmes, infants over four-
teen years of age, the joint and several answer of W.H. Brinkley and W.J.
Doughtie, the general replication to each of said answers, and the depo-
sitions of John T. Griffin and M.W. Armistead; and was argued by counsel.

On consideration whereof, it being clearly shown from the said
bill and exhibits, answers and depositions that the sale of the said
Beech Grove Farm is necessary for the partition of the same, and that it
is to the best interest of all concerned that the offer of the said W.H.
Brinkley and W.J. Doughtie for the same should be accepted upon the terms
mentioned in the said bill; and the Court, being of opinion that the
rights of no person will be violated thereby, doth approve the said sale
in every detail, and doth adjudge, order and decree that Wm. W. Old, Jr.,
who is hereby appointed a special commissioner for that purpose, do, upon
receiving the said sum of \$2500.00 in cash, and six certain bonds, all
dated January 2, 1905, all made by the said W.H. Brinkley and W.J. Dough-

tie, same being for the following amounts: one for \$1250.00, payable one year after date; one for \$1250.00, payable two years after date; one for \$1000.00, payable three years after date; one for \$1000.00, payable four years after date; one for \$1000.00, payable five years after date; and one for \$5000.00, payable six years after date, all of said bonds to be made payable to Wm. W. Old, Jr., Special Commissioner, and to bear interest from date, namely, January 2, 1905, at the rate of six per cent. per annum, payable semi-annually, and secured by a deed of trust on the property conveyed to be executed and delivered coterminously with the deed to the said purchasers, execute a deed, with special warranty, conveying to the said W.H. Brinkley and W.J. Doughtie, the said three parcels of land in Nansemond County, Virginia, known as the Beech Grove Farm, containing in the aggregate 317.7 acres, which was conveyed to Burdett W. Holmes, now deceased, by two deeds, one from C.W. Coleman, Special Commissioner, dated January 28, 1903; and the other from Sarah A. Peake, Dated July 1, 1903, the said two deeds being filed respectively as Exhibits 5 and 6 with the bill in this cause; and the said property, as a whole, as shown on the plat filed with the deed from C.W. Coleman, Special Commissioner, Exhibit 5, though conveyed by the two deeds aforesaid, may be described generally as situated in Bennett's Pasture, Sleepy Hole Magisterial District, Nansemond County, and as bounded on the North by the land formerly belonging to Richard B. Ames and by a road leading from Drivers to Cartwright's Wharf; on the East, by the Bennett's Pasture Road and the land of Dr. Wm. T. Jordan; on the South, by the Cross Swamp tract; and on the West by the lands belonging to Jackson Powell's estate (Now belonging to James Wagner), ~~and~~ the lands of Elisha Everett and Joseph Griffin, and the Nansemond River.

The said sale, however, is to be made subject to the contracts with Mary Jackson and others for certain lots mentioned in the said bill, the said W.H. Brinkley and W.J. Doughtie having agreed to assume same; and, in the deed of trust securing the bonds of the purchasers aforesaid, it is to be provided that the said lots for which the said Mary Jackson and others hold contracts are to be so excepted from the terms of the

said deed of trust, that, upon a compliance with the terms of their said contracts, the said purchasers respectively may receive deeds therefor, free from the said deed of trust; and also that the said purchasers, W.H. Brinkley and W.J. Doughtie, upon paying the bond for \$1250.00, payable one year after ^{its} date, shall have the right to cut and dispose of any growing timber on said lands, without being chargeable with waste.

And the Court doth further adjudge, order and decree that it be referred to one of the Commissioners of this Court to ascertain and report:

1. What is the present value of the dower interest of the said Anna E. Holmes in the said lands, and whether it will be for the interest of the infant defendants to commute the said dower interest and pay the same to the said Anna E. Holmes.

2. What is the interest of each of the said parties in said proceeds of sale, after deducting the costs and expenses thereof, including reasonable counsel fees.

3. Whether there are any liens or encumbrances on said property.

4. Any other matters which any party to this cause may require, or which to the said Commissioner shall seem pertinent under his inquiry under this decree.

But before the said Special Commissioner shall act or receive any money under this decree, he shall, before the Clerk of this Court, give bond, with security deemed sufficient by the said Clerk, in the penalty of at least \$15,000. , payable to the Commonwealth, and, after reciting this decree, conditioned for the faithful performance by him of his duties under this or any future decree in this cause.

WM. W. OLD & SON
ATTORNEYS AT LAW
NORFOLK, VA.

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

Walter B. Holmes, in his own right
and as Guardian of Harry G. Holmes,
Edna Holmes, Herbert Nash Holmes,
and Grace Holmes, infants &c.

v. } In Chancery.
Anna E. Holmes, and the said Harry G.
Holmes, Edna Holmes, Herbert Nash Holmes
and Grace Holmes, infants &c., - et al.
Bennely and W. J. Douglas.

Decree.

Enter May 22, 1905
Robt. R. Smith

Entered in Chy. Order
Book No. 3. Page 654

To Walter B. Holmes, in his own right and as guardian of Harry G. Holmes, Edna Holmes, Herbert Nash Holmes, and Grace Holmes, infants under twenty-one years of age, Complainant, and Anna E. Holmes, and the said Harry G. Holmes, Edna Holmes, Herbert Nash Holmes, and Grace Holmes, infants under twenty-one years of age, W. H. Brinkley and W. J. Doughtie, and C. W. Coleman, Guardian ad litem for said infants, Defendants.

You are hereby notified that on the 15th day of July 1905, 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 22nd day of May, 1905, in the suit in chancery pending in said Court to which you are parties, plaintiff and defendant, to-wit:

1. What is the present value of the dower interest of the said Anna E. Holmes in the lands mentioned in said decree, and whether it will be for the interest of the infant defendants to commute the said dower interest and pay the same to the said Anna E. ~~Holmes~~ Holmes.
2. What is the interest of each of the said parties in the proceeds of the sale of said lands after deducting the costs and expenses thereof, including reasonable counsel fees.
3. Whether there are any liens or encumbrances on said property.
4. Any other matters which any party to said suit may require, or which to the Commissioner shall seem pertinent under his inquiry under said decree.

Given under my hand, as Commissioner in Chancery of said Court, the 7th day of July, 1905

Wilbur J. Kilby
Commissioner in Chancery.

Sufficient and legal service of this notice is hereby accepted
by us severally.

Mrs Anna E Holmes

Walter B. Holmes, in my own
right and as Guardian of
Harry G. Holmes,
Edna Holmes
Herbert Nash Holmes, &
Grace Holmes.

W. H. Brinsley
W. J. Pangbore

Form No. 400.

COMMISSIONER'S NOTICE.

vs.

Service of this notice
accepted -
L. W. Coleman Guardian
as item of Harry G.
Holmes Edna Holmes
Herbert Nash Holmes, and
Grace Holmes as infant
defendants.

Service Accepted: -

In the Circuit Court of Nansemond County.

Walter B. Holmes, in his own right &c.,

v.

Anna E. Holmes and others.

It having been ascertained upon an estimate that my dower interest in the proceeds of sale of the lands sold in the above entitled suit to Brinkley and Doughtie for the sum of \$13,000. if commuted, will be the sum of \$2605.50: This is to express my willingness that the sum of \$2500. shall be paid me as the commuted value of my said dower interest in said lands; and I am also willing to accept the two notes of \$1250. each, payable one and two years after their date, upon which the semi-annual interest due on July 1, 1905, has been paid, I to receive the interest on said notes from July 1, 1905, so as to facilitate the distribution of the cash and other notes received among my children.

And W. J. Kilby, Commissioner, to whom has been referred the decree herein of May 22nd, 1905, for report, is authorized to so report.

May 15, 1905.

Mrs Anna E Holmes

Commissioner's Office,
Suffolk, Va. 15th, July, 1905.

Walter B. Holmes, in his own right, etc. Complainant.

vs.

In Chancery

Anna E. Holmes and others.

Defendants.

To Honorable Robert R. Prentiss, 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 22nd day of May, 1905,
in the suit in Chancery pending in said Court between Walter
B. Holmes in his own right and as Guardian of Harry G. Holmes,
Edna Holmes, Herbert Nash Holmes and Grace Holmes, Infants,
Complainant, and Anna E. Holmes and others, Defendants, the
under-signed, Wilbur J. Kilby, one of the Commissioners in
Chancery of said Court, respectfully reports as follows:

That, on the 7th day of July 1905, after the papers
in said cause had been placed in his hands with the request
that he proceed to execute the said decree, he gave notice
to the parties to said cause that he would proceed on the
15th day of July, 1905, at his office in Suffolk, Virginia,
to take, state, settle and report to Court the several
accounts required by said decree to be taken, stated and
settled by one of the Commissioners in Chancery of said
Court.

That sufficient and legal service of said notice
was duly accepted by the parties to said cause, severally,
as will appear by the indorsations on the notice which is
herewith returned.

That your Commissioner has taken, stated and settled
the said accounts and submits the result as follows:

ACCOUNT NO 1

An account of the present value of the Dower interest

of the said Anna E. Holmes in the lands mentioned in said decree and whether it will be for the interest of the infant Defendants to commute the said Dower interest and pay the same to the said Anna E. Holmes.

Under this head your Commissioner reports that it appears from the papers in said cause that said lands have been sold by William W. Old, Jr. special Commissioner, to W. H. Brinkley and W. J. Doughtie for the sum of \$13000 and that they have paid to said special Commissioner the sum of \$2500, and for the remainder have executed their several bonds payable to said special Commissioner and bearing interest from the 2nd day of Jan. 1905, as follows;

- One bond for \$1250 payable one year after date,
- One bond for \$1250 payable two years after date,
- One bond for \$1000 payable three years after date,
- One bond for \$1000 payable four years after date,
- One bond for \$1000 payable five years after date,
- One bond for \$5000 payable six years after date,

The said Anna E. Holmes is now fifty-one years of age, and agrees, as appears by her writing herewith returned, to the commutation of her dower interest in said lands, and to receive in lieu thereof a gross sum of money out of the *net* proceeds of said sale. Estimating that the costs of said cause, the expenses of said sale, and reasonable fees for counsel will amount to \$500, there is left of the proceeds of said sale the sum of \$12500 out of which the dower interest of said Anna E. Holmes should be paid. By use of the annuity table contained in section 2281 of the Code of Virginia, the value of such interest has been ascertained to be \$2605.50 by calculating the interest on one-third of said sum of \$12500 and multiplying the result thereof by the sum of \$10.42 $\frac{1}{5}$; but the said Anna E. Holmes by her said writing has agreed to accept the sum of \$2500 in full satisfaction of her said dower interest, and it is manifest that it will be to the interest of said infant Defendants to do as she desires. She will accept the first two bonds each for \$1250, mentioned above, in settlement of said dower interest, as appears by her said writing.

ACCOUNT NO 2.

An account showing what is the interest of each of the parties to said cause in the proceeds of the sale^{of} said lands after deducting the costs, and expenses of the sale including reasonable counsel fees.

As stated above, said lands have been sold for \$13000 from which there should be deducted for costs, expenses of sale, and reasonable counsel fees, the sum of 500 and there is left for distribution the sum of 12500 as follows:

To Anna E. Holmes, her dower interest,	\$2500	
To Walter B. Holmes, an adult	2000	
To Harry G. Holmes, an infant	2000	
To Edna Holmes, " "	2000	
To Herbert Nash Holmes, "	2000	
To Grace Holmes, " "	2000	
	12500	12500

ACCOUNT NO 3.

An account showing whether there are any liens or encumbrances on said property.

Under this head your Commissioner reports that there are no liens or encumbrances on said property.

ACCOUNT NO 4.

An account of any other matters which any party to said suit may require, or which to the commissioner shall seem pertinent under his inquiry under said decree.

Under this head your commissioner reports that no matters, other than those already reported, have been brought to his attention by any party to said suit, and he does not know of any such other matters pertinent to the inquiries directed to be made by said decree.

Respectfully submitted this 15th day of July 1905.

Fee of Court \$10. *Wilbur J. Kilby*
Commissioner in Chancery.

Holmes etc.

vs. } In Chy.

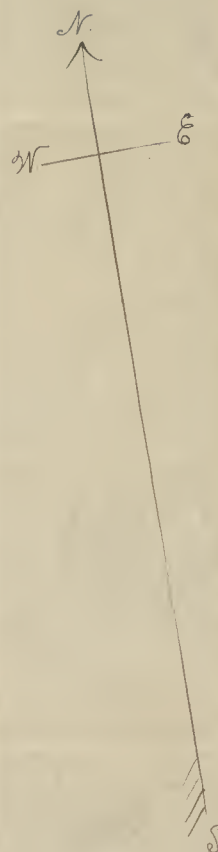
Holmes &als.

Report of Comr.
Wilbur J. Kilby
under decree of
22 May 1905

1905 July 27th Filed
APG d.b

COUNTY ROAD

Ditch - Western boundary.	Joe Harris cancelled 1 <u>Mary Jackson</u>	5 <u>Richard Turner.</u>	9 <u>Peter Green</u>	Mary Jackson cancelled 13	John Law. cancelled 17
	Charity Pugh. cancelled 2	6 <u>James Redman.</u>	James Broadnax. John Southall. 10 cancelled	Walter London Sarah F. Artis. 14 cancelled	18
	3 <u>Isaac Wilsen.</u>	7 <u>Isaac Wilsen</u>	Daniel P. Gray. cancelled 11	15 <u>Daniel Brown.</u>	Charles W. Gary. cancelled 19
	4 <u>Lola Jones.</u>	Amelia Warker cancelled 8 <u>Lola Jones.</u>	Silvia World. cancelled 12	Amelia Warker cancelled 16	20
	Street No. 1	Street No. 2	Street No. 3	Street No. 4	Street No. 5



The above rough diagram is believed to be approximately correct, but there is some confusion as to some of the lots by reason of the fact that on a book in which some of these contracts were copied it appears the same lot in some instances was sold to two different parties, and also by the contracts taken in this appears; but is a matter of no importance as all such contracts have been cancelled, and only those are outstanding which are so stated to be in the bill. But if any such contract not named in the bill is still outstanding, such contract is to be recognized, though not named in the bill.

Walter B. Holmes

Holmes

a

Holmes

}

Exhibit No. 7.

In the Circuit Court of Nansemond County, Va.

Walter B. Holmes, in his own right and as Guardian of
Harry G. Holmes, Edna Holmes, Herbert Nash Holmes and
Grace Holmes, infants under twenty-one years of age,

v.

IN CHANCERY.

Anna E. Holmes, and the said Harry G. Holmes, Edna
Holmes, Herbert Nash Holmes and Grace Holmes, infants
under twenty one years of age, W.H. Brinkley and W.J.
Doughtie.

To

Anna E. Holmes, Harry G. Holmes, Edna Holmes, Herbert
Nash Holmes, Grace Holmes, C.W. Coleman, Guardian ad
litem for Harry G. Holmes, Edna Holmes, Herbert Nash
Holmes and Grace Holmes, infants under twenty one
years of age, W.H. Brinkley and W.J. Doughtie:

TAKE NOTICE, That I shall proceed on Wednesday, the 10th day
of May, 1905, and between the rising and setting of the sun, at the of-
fice of C. W. Coleman, Kern Building, City of Portsmouth, Va., to
take the depositions of John T. Griffin and others, to be read as evi-
dence on behalf of the Plaintiff in the Chancery suit above mentioned, now
depending in the Circuit Court of Nansemond County, Virginia, in which
I am the plaintiff and you are the defendants.

And if, from any cause, the said depositions should not be com-
menced on that day; or, if commenced, be not concluded on that day, the
taking of the same will be adjourned and continued from day to day, or
from time to time, at the same place and between the same hours until
the same shall be completed.

Walter B. Holmes, in my own right and as Guardian
of Harry G. Holmes, Edna Holmes, Herbert Nash Holmes,
and Grace Holmes, infants under twenty-one years of
age.

By C. W. Coleman,
Att'y.

Service accepted - May 9th,
1905.

W. W. Brinley

W. J. Douglas

Com. Rev. Ed. W. W.

for Mrs. Anna E. Holmes.

W. W. Coleman.

Guardian ad Litem

for Harry G. Holmes

Edna Holmes, Habet Nash

Holmes and Grace

Holmes

And Harry G. Holmes,

Edna Holmes, Habet Nash

Holmes and Grace Holmes

by W. W. Coleman Jm

ad Litem.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

Walter B. Holmes, in his own right
and as Guardian of Harry G. Holmes,
Edna Holmes, Herbert Nash Holmes and
Grace Holmes, infants under twenty-one
years of age,

vs

)
)
) In Chancery.
)

Anna E. Holmes and the said Harry G. Holmes,
Edna Holmes, Herbert Nash Holmes and
Grace Holmes, infants under twenty-one
years of age, W. H. Brinkley and W. J.
Doughtie.

The depositions of John T. Griffin and others,
taken before me, Eva M. Rogers, a Notary Public for the City
of Portsmouth, Virginia, pursuant to the notice hereto affixed,
at the office of C. W. Coleman, Kirm Building, City of Ports-
mouth, Virginia, on the 10th day of May, 1905, to be read
as evidence on behalf of the plaintiff in a certain suit in
Chancery depending in the Circuit Court of Nansemond County,
Virginia, wherein Walter B. Holmes, in his own right and as
Guardian of Harry G. Holmes, Edna Holmes, Herbert Nash Holmes
and Grace Holmes, infants under twenty-one years of age, is
plaintiff, and Anna E. Holmes, and the said Harry G. Holmes,
Edna Holmes, Herbert Nash Holmes and Grace Holmes, infants
under twenty-one years of age, W. H. Brinkley and W. J.
Doughtie, are defendants.

Present: Wm. W. Old, Jr., of Wm. W. Old & Son,
Counsel for Plaintiff.

C. W. Coleman, Guardian ad litem for the
said infants, Harry G. Holmes, Edna Holmes,
Herbert Nash Holmes and Grace Holmes.

By Wm. W. Old, Jr:

John T. Griffin, a witness of lawful age, being
first duly sworn, deposeth and saith:-

Q. Mr. Griffin, give your name, age, residence and occupation?

- A. John T. Griffin, Churchland, Norfolk County, Virginia, Farmer, 67 years of age.
- Q. How long have you been in the trucking business?
- A. Since 1867.
- Q. Do you know the farm in Nansemond County, Virginia, known as the "Beech Grove" farm, containing in the aggregate 317 7/10 acres, owned by Burdett W. Holmes at the time of his death?
- A. I have known the farm in a general way for a long time, from the time that Mr. John G. Peake, deceased, purchased the same.
- Q. An offer of \$13,000 has been made for the said farm by W. H. Brinkley and W. J. Doughtie, of which \$2500 is to be paid in cash and the balance thereof in six years, the deferred payments to bear interest from January 2, 1905, and to be secured by a deed of trust upon the said property. What do you think of this offer and the acceptance of the same?
- A. I think it a very fair price for the farm; and if I owned the land and wanted to sell it would not hesitate to take that price.
- Q. Would you recommend the acceptance of this offer?
- A. I would.
- Q. Can you give the reasons why you think this price a very fair one?
- A. I will say that I was present when this property was sold by C. W. Coleman, Special Commissioner, and advised with the Peake heirs as to the price for which they would permit the property to be sold; and after the sale, I stated to them that I thought the property had brought its full value and congratulated them on the sale. At that

A. sale the property brought less than is now offered for it.

Q. Mr. Griffin, is this property susceptible of partition between the widow and five children?

A. I think not advantageously and without injury to the owners.

Q. Do you think, therefore, that a sale is necessary for the partition of said land?

A. Yes.

And further this deponent saith not.

James Griffin

M. W. Armistead, a witness of lawful age, being duly sworn, deposeth and saith:-

By W. W. Old, Jr.,

Q. Give your name, age, residence and occupation?

A. M. W. Armistead, 45 years of age, Nansemond County, Virginia, farmer.

Q. Where is your farm located.

A. In Nansemond County, Virginia.

Q. How long have you been in the trucking business?

A. About 18 years.

Q. Are you well acquainted with the farms in the vicinity of your farms and farms generally in that portion of Nansemond County?

A. Yes sir.

Q. Do you know the farm in Nansemond County, Virginia, known as the "Beech Grove" farm, containing in the aggregate 317 7/10 acres, owned by Burdett W. Holmes, at the time of his death?

A. Yes.

Q. An offer of \$13,000 has been made for the same by W. H. Brinkley and W. J. Doughtie, of which \$2500 is to be paid in cash and the balance thereof in six years, the deferred payments to bear interest from January 2, 1905. What do you think of this offer and the acceptance of the same?

A. I think the price is a good one.

Q. Would you recommend the acceptance of this price?

A. I would, Mr. Old.

Q. Is this farm, so far as you know, susceptible of partition considering the fact that there are five heirs and the widow of the said Burdett W. Holmes alive?

A. I think not.

Q. You can then state Mr. Armistead that you recommend an acceptance of \$13000 for the farm.

A. Yes, I think it is a very good price.
And further this deponent saith not.

Mr. Armistead

STATE OF VIRGINIA,
CITY OF PORTSMOUTH, To-wit:

I, Eva M. Rogers, a Notary Public for the City aforesaid, in the State of Virginia, do hereby certify that the foregoing depositions were duly taken under oath, after notice, and subscribed before me, and at the time and place as above mentioned.

Given under my hand this 10th day of May, 1905.
My term of office expires on the 22nd day of April, 1908.

Fee \$2⁵⁰.

Eva M. Rogers
Notary Public.

VIRGINIA,

IN THE CIRCUIT COURT OF HANSEMAN COUNTY.

.....

Walter B. Holmes, in his own right &c., :

v. :

Anna E. Holmes and others. :

.....

This cause came on this day to be again heard upon the papers formerly read, and upon the report of J. M. W. Old, Jr., Special Commissioner, this day filed, to which report no exceptions have been filed, and was argued by counsel.

Upon consideration whereof the Court doth confirm said report.

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

In the Circuit Court
of Howard County,
Md.

Walter B. Holmes
vs. his own right
et al.

v.
Anna E. Holmes, et al.

Final Decree

Enter Dec. 28th 1918.

Jas. L. McPherson

Chancery Judge

Book No. 5

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In the Circuit Court of Nansemond County, Virginia.

Walter B. Holmes, in his own right and as guardian of
Harry G. Holmes, Edna Holmes, Herbert Nash Holmes and
Grace Holmes, infants under twenty one years of age,

Plaintiff,

v.
Anna E. Holmes, and the said Harry G. Holmes, Edna
Holmes, Herbert Nash Holmes and Grace Holmes, infants
under twenty one years of age, ~~William~~ H. Brinkley and
W. J. Doughtie,

Defendants.

joint and several ~~W.~~
The answer of ~~William~~ H. Brinkley and W. J. Doughtie to the bill of complaint
filed against them and others by the above named plaintiff in the above
entitled court.

The facts stated in the bill, so far as they relate to these de-
fendants and their offer to purchase the Beech Grove property, are true,
and they are ready and willing to comply with the terms of their said of-
fer upon its confirmation by this court and upon receiving a proper title
to the said real estate. They desire, however, that the several lots
contracted to be sold to Mary Jackson and others shall not be included in
the deed of trust to be given to secure the deferred payments, so that
they may be free to make the said purchasers a perfect title to the said
lots upon the compliance by them respectively with the terms of their
several contracts.

These defendants also call attention to the fact that tract No.
3 on the plat of the Beech Grove property is woodland, and while these
defendants do not now contemplate the sale of the growing timber thereon,
yet if they should desire to sell the same, they do not wish to be charged
with waste, or have any question as to their right to do so raised, not-
withstanding the deed of trust to be given to secure the deferred pay-
ments under the terms of sale. These defendants submitted this question
to the plaintiff, and it was proposed that after these defendants had paid
their first note for \$1250. to be given, payable one year after date, they
shall be allowed to cut or sell the timber on said tract of land, without
any question as to their right to do so, and the plaintiff acceded to this
proposition, but it was not embodied in the offer to purchase, as it was
made after the said offer to purchase had been made. These defendants
desire that some provision to this effect be embodied in the decree con-
firming said sale, as fair to them.

And now having fully answered, these defendants pray to be dismissed with their reasonable costs.

W. N. Brinsley

W. J. Dughré

WM. W. OLD & SON
ATTORNEYS AT LAW
NORFOLK, VA.

Holmes.

u

Holmes et al.

Business of

W. H. Buckley

H. W. J. Doughtie.

In the Circuit Court of Nansemond County, Virginia.

Walter B. Holmes, in his own right and as guardian of
Harry G. Holmes, Edna Holmes, Herbert Nash Holmes and
Grace Holmes, infants under twenty one years of age,

Plaintiff,

v.

Anna E. Holmes, and the said Harry G. Holmes, Edna
Holmes, Herbert Nash Holmes and Grace Holmes, infants
under twenty one years of age, ~~William~~ H. Brinkley and
W. J. Doughtie.

Defendants.

The answer of Anna E. Holmes to the bill of complaint filed against her
and others by the above named plaintiff in the above entitled court.

This defendant now and at all times saving and reserving unto
herself all benefit or advantage of exception to the said bill on account
of its many errors and uncertainties, for answer thereto, or unto so much
and such parts as she is advised it is either necessary or material for
her to make answer unto, answering saith:

That she believes the facts stated and set forth in the said
bill are true, and that the sale of the Beech Grove property, therein
described, at the price and upon the terms proposed is for the best
interest of all concerned, and so believing signed the contract for said
sale. This defendant is now fifty one years of age, and is willing
either that her dower interest in the said land shall be commuted, or
that one third of the proceeds shall be invested so that she shall receive
the interest thereon during her life-time, as may, in the judgment of
the court, be most conducive to the interest of her children.

And now having fully answered, she prays to be dismissed with
her reasonable costs.

Anna E. Holmes

WM. W. OLD & SON
ATTORNEYS AT LAW
NORFOLK, VA.

Holmes

"

Holmes et al.

Prison &

Mrs. Anna E. Holmes.

In the Circuit Court of Nansemond County, Virginia.

Walter B. Holmes, in his own right and as guardian of
Harry G. Holmes, Edna Holmes, Herbert Nash Holmes and
Grace Holmes, infants under twenty one years of age,

v.

Anna E. Holmes, and the said Harry G. Holmes, Edna
Holmes, Herbert Nash Holmes and Grace Holmes, infants
under twenty one years of age, W. H. Brinkley and W.J.
Doughtie.

The joint and several answer of Harry G. Holmes, Edna Holmes, Herbert Nash
Holmes and Grace Holmes, infants under twenty one years of age, by C. W.
Coleman, their guardian ad litem, and the answer of the said C. W. Cole-
man, guardian ad litem for said infants, to the bill of complaint exhibit-
ed against them and others by the above named plaintiff in the above
entitled court.

These defendants now and at all times saving and reserving unto
themselves all benefit or advantage of exception to the said bill on ac-
count of its many errors and uncertainties, for answer thereto, or unto
so much and such parts as they are advised it is either necessary or mate-
rial for them to make answer unto, answering say:

That the said Harry G. Holmes, Edna Holmes, Herbert Nash Holmes
and Grace Holmes, answering by their said guardian ad litem, say they are
all infants under twenty one years of age, and can neither admit or deny
the allegations of the bill, and therefore submit their interest to the
protection of the court.

And the said C. W. Coleman, guardian ad litem for the said
infant defendants, answering for himself, says that he has some knowledge
of the said Beech Grove property, having been the special commissioner

who conveyed two of the tracts composing said property to the said Burdett W. Holmes, and from his knowledge of the value of said lands, he believes the price of \$13,000. to be a fair price for the same. The said lands could not be advantageously partitioned in kind among the parties entitled thereto, either alone, or in connection with the other real estate whereof the late Burdett W. Holmes died seized and possessed, in the opinion of this respondent.

And now having fully answered, these defendants pray to be dismissed with their reasonable costs.

Harry G. Holmes, Edna Holmes, Herbert Nash
Holmes and Grace Holmes, infants &c.,

by

C. W. Coleman

their guardian ad litem,

C. W. Coleman

guardian ad litem for Harry G. Holmes, Edna
Holmes, Herbert Nash Holmes and Grace Holmes
infants &c.

State of Virginia,

City of Portsmouth, Towit:-

This day personally appeared C. W. Coleman, who being duly sworn, makes oath and says, ~~xxxx~~ that the facts stated in the foregoing answer signed by him as guardian ad litem &c., where stated of his own knowledge are true, and where stated on knowledge or information derived from others he believes them to be true.

Given under my hand ~~and official~~ seal this 5th day of April, in the year 1905, in the City of Portsmouth, Virginia.

My Comm. Expires June 4-1907

W. P. Claude Notary Public

WM. W. OLD & SON
ATTORNEYS AT LAW
NORFOLK, VA.

In the Circuit Court of Nan-
semond County, Virginia.

Walter B. Holmes, in his own
right &c.,

v.

Anna E. Holmes and others.

Joint and several answer of
infant defendants by guardian
ad litem and guardian ad
litem for infant defendants.

In the Circuit Court of Nansemond County, Virginia.

Walter B. Holmes, in his own right and as guardian of
Harry G. Holmes, Edna Holmes, Herbert Nash Holmes and
Grace Holmes, infants under twenty one years of age, Plaintiff,

v.

Anna E. Holmes, and the said Harry G. Holmes, Edna
Holmes, Herbert Nash Holmes and Grace Holmes, infants
under twenty one years of age, ^{W.}~~William~~ H. Brinkley and
W. J. Doughtie, Defendants.

joint and several
The answer of Harry G. Holmes, Edna Holmes and Herbert Nash Holmes, in-
fants over fourteen years of age, to the bill of complaint filed against
them and others by the above named plaintiff in the above entitled court.

These defendants now and at all times saving and reserving unto
themselves all benefit or advantage of exception to the said bill on
account of its many errors and uncertainties, for answer thereto, or unto
so much and such parts as ^{are} they advised it is either necessary or mate-
rial for them to make answer unto, answering say:

They believe the facts set forth in the bill are true, and
while they are all infants, though over fourteen years of age, so far as
they are able to form any judgment in regard to the propriety of the sale
of the Beech Grove farm, for the price and upon the terms set forth in
the said bill, they believe it will be for the interest of all concerned
to make said sale.

These defendants, however, submit their interest in the premises
to the protection of this court, as they are incapable of acting for
themselves.

Harry G. Holmes
Edna H. Holmes
Herbert Nash Holmes

State of Virginia,
County of Bedford, Towit:-

This day personally appeared Herbert Nash Holmes, and being duly sworn, makes oath and says, that the facts stated in the foregoing answer signed by him, where stated on his own knowledge are true, and where stated on information derived from others, he believes them to be true.

Given under my hand this 30th day of March 1905-

W B Stump
Justice of the Peace

State of Virginia,
City of Norfolk, Towit:-

This day personally appeared Harry G. Holmes and Edna Holmes, who being duly sworn, make oath and say, that the facts stated in the foregoing answer signed by them, where stated on their own knowledge are true, and where stated on information derived from others they believe them to be true.

Given under my hand this 5th day of April, 1905. My commission expires on February 6, 1909.

Wm C. Old Jr.

Notary Public for City of Norfolk, Va.

WM. W. OLD & SON
ATTORNEYS AT LAW
NORFOLK, VA.

In the Circuit Court of
Nansemond County.

Walter B. Holmes, in his own
right &c.,

v.

Anna E. Holmes and others.

Joint and several answer
of Harry G. Holmes, Edna
Holmes and Herbert Nash
Holmes, infants &c.

In the Circuit Court of Nansemond County, Virginia.

Walter B. Holmes, in his own right and as guardian of
Harry G. Holmes, Edna Holmes, Herbert Nash Holmes, and
Grace Holmes, infants under twenty one years of age,

v.

Anna E. Holmes, and the said Harry G. Holmes, Edna
Holmes, Herbert Nash Holmes and Grace Holmes, infants
under twenty one years of age, ~~William~~ H. Brinkley and
W. J. Doughtie.

To the Honorable R. R. Prentiss,

Judge of the Circuit Court of Nansemond County:-

Humbly complaining sheweth unto your Honor, your
orator Walter B. Holmes, in his own right and as guardian of Harry G.
Holmes, Edna Holmes, Herbert Nash Holmes, and Grace Holmes, infants under
twenty one years of age, the following case:

The late Burdett W. Holmes, of the County of Norfolk, Virginia,
departed this life intestate on July 2, 1904, leaving surviving him a
widow, the defendant Anna E. Holmes, and five children, your orator Walter
B. Holmes, and the defendants Harry G. Holmes, aged nineteen, Edna Holmes,
aged seventeen, Herbert Nash Holmes, aged fifteen, and Grace Holmes, aged
eight years, the last four being infants of the ages stated, his sole
heirs at law.

The said Burdett W. Holmes left a large personal estate, amount-
ing to forty thousand dollars or more, and some debts, inconsiderable in
comparison with his personal estate, and your orator on July 7, 1904,
qualified as the administrator of the said estate before the Circuit
Court of Norfolk County, and has paid off all of said debts so far as he
has been advised of the same.

Your orator also on July 7, 1904, qualified before the said Circuit Court of Norfolk County as guardian of the infant defendants Harry G. Holmes, Edna Holmes, Herbert Nash Holmes and Grace Holmes, and gave bond in each case in the penalty of \$12,000. Copies of the orders of said qualification are herewith filed as parts of this bill marked 1, 2, 3 and 4 respectively.

The said Burdett W. Holmes died seized also of valuable real estate consisting of a farm in Norfolk County, upon which he resided at the time of his death, some lots ~~in Norfolk County~~ and three parcels of land in the County of Nansemond, known as the Beech Grove farm, containing in the aggregate 317.7 acres, which were conveyed to him by two deeds, one from C.W. Coleman, Special Commissioner, dated January 28, 1903, and the other from Sarah A. Peake, dated July 1, 1903, herewith filed as parts of this bill, marked 5 and 6 respectively.

The boundaries of the said Beech Grove farm are shown on the plat filed with the deed from C.W. Coleman, Special Commissioner, Exhibit 5, though conveyed by the two deeds aforesaid, and may be described generally as situated in Bennett's Pasture, Sleepy Hole Magisterial District, Nansemond County, and as bounded on the north by the land formerly belonging to Richard B. Ames and by a road leading from Drivers to Cartwright's Wharf, on the east by the Bennett's Pasture road and the land of Dr. Wm. T. Jordan, on the south by the Cross Swamp tract, and on the west by the lands belonging to Jackson Powell's estate (now belonging to James Wagner), the lands of Elisha Everett and Joseph Griffin, and the Nansemond River.

The said Burdett W. Holmes, in his life time, made contracts of sale with certain negroes for small portions, generally half acres lots, of the tract designated as No. 3 on the plat aforesaid. These contracts were signed by Holmes & Doughtie, a copartnership consisting of the said Burdett W. Holmes and W. J. Doughtie, who were at the time of the death of the said Burdett W. Holmes farming said lands. Your orator here files a rough diagram, marked 7, which shows the location of said lots for which contracts were made, and reference to this diagram will enable your Honor to understand what follows in reference thereto. These contracts were

with Mary Jackson and others, whose names appear on the lots on said diagram, and their general terms will appear by reference to the contracts hereafter filed

After the death of the said Burdett W. Holmes, your crator, as administrator of his estate, and also as the only heir at law who was of age, and as guardian of his minor brothers and sisters, found these contracts in existence, and that certain small payments had been made upon some of them, but not considering it desirable to continue the partnership business of Holmes & Doughtie, by mutual consent that copartnership was dissolved, and the personal property on said farm belonging to the said copartnership was sold, with the consent of the said W. J. Doughtie, to W. H. Brinkley, all the partnership liabilities of the said concern were settled up, and the two tracts Nos. 1 and 2 on the plat aforesaid, filed with Exhibit 5, ~~xxxxxxxxxxxxxxxxxxxx~~ were leased to the said W. H. Brinkley and W. J. Doughtie, for the term of five years from August 1st, 1904, at the annual rent of \$700. The main purpose of entering into the said contracts of sale on the part of the said Burdett W. Holmes, as shown by the said contracts, having therefore ceased, and the difficulty of carrying them out, such as giving title or enforcing the payments thereunder, having been considered, your crator under the advice of his counsel refunded to as many of the parties as would accept the same, the small sums which had been paid thereon and took in most of the said contracts, and cancelled them: and in some cases, where the purchasers desired to hold on to their contracts, and change the lots for which they had contracted for others, your crator made such changes, his purpose being to confine the lots to that portion of the tract nearest the western boundary thereof. Some of the parties, however, had made some improvements on the lots for which they had contracted, and could not make either any surrender or such changes in their lots as would accomplish this purpose. Your crator here files the original contract with Mary Jackson for the purchase of a half acre lot (No. 13 on the diagram), and her agreement to substitute this lot for the lot which Joe Harris had agreed to purchase, marked 8 and 9, and also the contract with Joe Harris, which

had been surrendered and cancelled, marked 10, as showing one of these transactions.

The result of these transactions and negotiations was that all of the said contracts were surrendered to your crator and cancelled, except that of Mary Jackson, who has agreed to accept lot No. 1 on the diagram as aforesaid, Lola Jones, who holds a contract for two lots, Isaac Wilson, who holds a contract for two lots, and Jim Redman, Dick Turner, Peter Green and Dan Brown, who each **held** contract for one lot.

Your crator does not deem it necessary to file all of these contracts, both those which have been surrendered and cancelled, and those which are still in force, because the purchasers hereinafter named understand them fully, and have agreed to assume such as are still in force.

Your crator acting for himself and for an on behalf of his wards deems it best for the interest of all concerned to make sale of the said several tracts of land known as the Beach Grove farm, as in his opinion the same could not be advantageously partitioned in kind among those entitled thereto, nor could such partition be accomplished in connection with the other real estate whereof the said Burdett W. Holmes died seized and possessed, and recently an offer having been made to purchase the same by W. H. Brinkley, at the price of \$13,000., of which \$2500. is to be paid in cash, and the balance thereof in six years, \$1250. per annum for two years, \$1000. per annum for three years, and \$5,000. at the end of the **sixth** year, the deferred payments to be evidenced by bonds dated January 2, 1905, and to bear interest from that date payable semi-annually, and to be secured by a deed of trust upon the said property. The said W. H. Brinkley in his said offer agrees to give Mary Jackson and others, still holding contracts for half acre lots as aforesaid, deeds for the lots contracted to be sold them respectively upon the payment in full of the amounts due thereunder and the surrender of said contracts; in other words he is to assume all liability for the said contracts and to receive the benefits thereof. In his offer he also stipulated that the sale should be subject to the lease of himself and the said W. J. Doughtie, and he was to receive the rent under said lease from January 2, 1905, but as

will be seen by reference to the said contract, hereafter filed, he also agrees that the said W. J. Doughtie shall be joint purchaser with himself, and the result is that the rent would cease as of that day, as the purchase money is to bear interest from that date.

The said offer was submitted by the said W. H. Brinkley, and has been agreed to by your crator, acting for himself, and also by the said Anna E. Holmes, the mother of your crator and of his wards.

This contract was made upon condition that proper steps be taken to convey a good title, through the proper court, and the \$2500. in cash has been paid your crator, with the understanding that if such title should not be made, the said sum is to be returned to the said W.H.Brinkley.

Your crator here files the said contract, including the agreement that W.J.Doughtie should be joint purchaser, marked 11, as a part of this bill.

Your crator, who is entitled to one fifth of the said land in fee, subject to the dower interest of his mother, and as representing his brothers and sisters as their guardian, believes it to be to the interest of all concerned that this sale should be made, and in this his mother fully concurs with him. His father, as shown by the deeds, shortly before his death, paid the sum of \$12,750. for these lands, and doubtless if he had lived and continued to farm them, they would have been profitable to him under his management, as he was an industrious and skillful farmer and trucker. He had made some improvements thereon, but not very extensive or expensive, but upon his death the value of these lands for cultivation under his management ceased, and they became valuable to his estate only for the rent which might be received from them and the possible prospective increase in value generally, a value which may be termed a neighborhood value only, always problematical, and especially so when under control of even the most faithful and conscientious tenants. The interest on the purchase money invested, after making a liberal allowance for the costs and expenses of sale and of this suit, will amount to more than the rent received under the present lease.

Your crator on behalf of his wards asks the court to authorize and confirm this sale, as for their best interest in the premises, under the statute in that case made and provided. The real estate owned by your crator's said wards is, their interest, one fifth each, subject to the dower of their mother, in:

(1) The tract of land in Western Branch Magisterial District, Norfolk County, situated on Craney Island Creek and the Elizabeth River, whereon the late Burdett W. Holmes resided at the time of his death. This tract of land is considered valuable, and, on account of its location, will increase rather than decrease in value, and has been leased to a tenant for the term of five years from January 1, 1905, at \$1000. per annum;

(2) Fourteen vacant lots in Tanners Creek Magisterial District, Norfolk County, near the City of Norfolk, situated on the Broad Creek road, Snipp Street and Marshall Avenue. These lots, though they produce no income, are increasing in value sufficiently to justify their being still held, as any income therefrom is not necessary at this time for the support of the said infants;

(3) One vacant lot in Washington Magisterial District, Norfolk County, situated on Jackson Street, in South Norfolk; and

(4) The real estate which is the subject of this suit.

The personal estate to which each of your crator's said wards is entitled, is, including the interest of each in the personal estate of their father upon a settlement and distribution thereof, about the sum of \$6,000. or \$7,000., an accurate statement thereof not being possible at this time.

Your crator, however, is not asking that the proposed sale be confirmed for the purpose of producing more income for his said wards support, although as before stated the result will be to increase said income; but he urges its propriety for the reasons hereinbefore stated, and also because such sale is necessary for the partition of said lands, and the distribution of the proceeds among those entitled thereto, of that much of their father's estate.

Those who would be the heirs at law of the said infants in case of the death of any one or all of them are as follows: If any one of said infants died before reaching the age of twenty one years, his ^{or her} brothers and sisters would be his or her heirs at law, and if all died under the age of twenty one years, your crator would then be their sole surviving heir at law, and these are all the parties interested in said estate, except the said Anna E. Holmes, who holds her dower interest therein, and has agreed to said sale.

Your crator is advised that his mother, the said Anna E. Holmes, is willing that either her dower interest in said land should be commuted and paid to her, or that one third of the net proceeds of sale shall be set apart and invested and the annual interest thereon be paid her during her life time, just as may seem to the court most conducive to the interest of her children.

Your crator asks that a proper fee may be allowed his counsel in this case out of the said proceeds of sale.

Forasmuch therefore as your crator is remediless save in a court of equity, he prays as follows:

1. That the said Anna E. Holmes, and the said Harry G. Holmes, Edna J. Holmes, Herbert Nash Holmes and Grace Holmes, infants under twenty one years of age, ~~W. J. Doughtie~~ H. Brinkley and W. J. Doughtie may be made parties defendant to this bill, and, including the infants over fourteen years of age, be required to answer the same as fully and particularly as if the allegations thereof were here repeated and they and each of them were thereto specially interrogated in reference thereto, an answer under oath being waived as to the adult defendants;

2. That a guardian ad litem be appointed for the infant defendants who shall be required also to answer the allegations of the said bill;

3. That the sale of the said Beach Grove farm property, as set forth in the said bill, may be made upon the terms and conditions therein set forth, as for the best interest of all concerned, and such orders or decrees in the premises as may be necessary may be entered;

4. That all proper accounts may be taken; and

5. That your crator may have such other and further general relief in the premises as he may be entitled to.

And your crator will ever pray &c.

May a summons issue &c.

Walter B. Holmes.

in his own right and as gaurdian of Harry G. Holmes, Edna Holmes, Herbert Wash Holmes, and Grace Holmes, infants under twenty one years of age.

*Com. Let. Dec. Nov.,
v.g.*

State of Ohio,

County of Seneca, towit:-

This day personally appeared WALTER B. HOLMES, and being duly sworn, makes oath and says:

The facts stated in the foregoing bill signed by me, where stated of my own knowledge, are true, and where stated on knowledge and information derived from others, I believe them to be true.

Walter B. Holmes.

Subscribed and sworn to before me, a Notary Public in and for the County of Seneca, in the State of Ohio, this 27th day of March, 1905.

In witness whereof I have here unto signed my name and attached my official seal the day and year aforesaid.

A. W. Aylsworth

Notary Public.

*Seal
here*

WM. W. OLD & SON
ATTORNEYS AT LAW
NORFOLK, VA.

In the Circuit Court of
Nansemond County.

Walter B. Holmes, in his own
right &c.,

v.

Anna E. Holmes and others.

BILL.

Walter B Holmes & others
against } In Chancery
Anna E Holmes and others

1905 March 24th Process issued returnable
to April Rules first Monday.

" April 3rd Process Returned services
accepted by all adult depts
Bill filed and decree nisi
against them.

" " 5 C W Coleman appointed
guardian ad litem for
infant defendants.

" " 5. Joint answers of infant
defendants by C W Coleman
guardian ad litem filed.

" " 17 Decree nisi confirmed and
cause set for hearing as
to all defendants,

Chaucer Notes

25
26
26

|||||

Summons 25- 7 Copies 91	Atty 10 c	1,26
Docketing 18, Rule 50	Filing fees 15 c	83
11 Exhibits 165	Rule 50 c, Rep. 15 c	3,20
Filed Dep. 15- 4 Answers 60		75
Report of Cm 15- Atty 15- Bond 50		80
Copy 25- Rec 25- Doc. 36		86
2 Reports 30, Decen 36,		86
July 20, Copy 20 July papers 25-		65
		9,21
		1,50
		15,00
		\$ 25.71

Law
Atty

Costa

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law,

OFFICES: 56-58 BANK STREET,

NORFOLK, VA.

May 24th, 1905.

Mr. R. R. Smith,
Suffolk, Va. }

Dear Sir:-

We received a postal from Judge Prentiss, this morning, informing us that he had entered the decree in the suit of "Holmes v. Holmes". So we wish you would let us know the amount of bond; also have the bond prepared so that the same can be signed by Mr. W. Old, Jr., Special Commissioner, and Mr. W. Old, Surety. The favor will be appreciated.

Yours very truly,

Wm. W. Old & Son.

After 10 days, return to
WM. W. OLD & SON,
NORFOLK, VA.

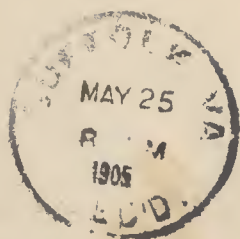


Mr. R. R. Smith,

Clerk of Circuit Court of Transylvania Co.,

Suffolk,

va



WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON.

Attorneys and Counsellors at Law.

OFFICES: 56-58 BANK STREET,
NORFOLK, VA.

May 15th, 1905.

Mr. R. R. Smith,
Suffolk, Va.

Dear Sir:

The depositions in the suit of "Walter B. Holman, in his own right v. Anna E. Holman & al.;" were mailed to you on the 13th inst., and we trust you received same.

Judge Prentiss informed us, over the phone, on Friday that ~~the~~ the term of Court had been adjourned to the 22nd inst.; that is, we understood him to state this date. We presume we are correct as to this.

Yours very truly,

WM. W. Old & Son.

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law,

OFFICES: 56-58 BANK STREET,

NORFOLK, VA.

December 2nd, 1905.

Received of R.R. Smith, Clerk of the Circuit Court of Nansemond County, Virginia, two certain bonds, made by W.H. Brinkley and W.J. Doughtie, for \$1250.00 each, payable one and two years after their date to my order as Special Commissioner, authority having been given me by a decree entered in ^{October 10th} September 1905, in the Chancery suit of "Walter B. Holmes, in his own right &c. v. Anna E. Holmes and als", to withdraw said bonds and assign same to Anna E. Holmes in full settlement of her dower interest, as shown by said decree.

Decr 4th 1905
The two bonds above
mentioned were
mailed this day to
Wm W Old Jr
A.P.G.

WM. W. OLD, JR.
Special Commissioner.

In the Circuit Court of Nansemond County,
Holmes v. Holmes and others.

Received December 11th, 1909, of R. R. Smith, Clerk, the bond
of W. H. Brinkley and W. J. Doughtie for \$1000.00, payable five years
after date, directed to be turned over to me for Edna E. Holmes by the
decree entered in said suit on the 11th day of *January*, 1909.

Wm. W. O'Leary

Special Commissioner

Deoted entered in aid out on the day of , 19 .
After, against suggested to be turned over to be for Mrs H. Holman in the
of H. H. Brinkley and W. J. Dougherty for \$1000.00, payable five years
Received December 11th, 1903, of H. H. Brinkley, Clerk, the sum of
\$1000.00
Receipt for
James V. Holman and others.
In the Circuit Court of Maryland County.

WM. W. OLD & SON,
Attorneys and Counsellors at Law,
ROOMS = 7, 8 AND 9,
VAN WYCK'S ACADEMY OF MUSIC BUILDING,
NORFOLK, VA.

January 11th, 1909.

Mr. R. R. Smith,

Suffolk, Va.

Dear Sir:-

Some days ago, we sent to Judge McLemore a decree in the case of Holmes v. Holmes now pending in the Circuit Court of Nansemond County, which we presume the Judge has entered. Under this decree, Wm. W. Old, Jr., Special Commissioner, was authorized to withdraw the bond for \$1000., payable five years after date, upon leaving with the Clerk a receipt therefor. We enclose you a receipt from the Special Commissioner for this bond, and would be glad if you would send it to us.

Yours very truly,

Wm. W. Old Jr.

(Enc.)

Dic. WWO/G

*Bond mailed
as requested
Jan'y 12th 1909*

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law,

OFFICES: 56-58 BANK STREET,
NORFOLK, VA.

September 27, 1905.

R. R. Smith Esq.,

Suffolk, Virginia.

Dear Sir:

Your letter of the 21st inst was received in due course.

Your failure to tax the notary fee in the costs of Holmes v. Holmes, and also Judge Kilby's fee, did no harm, as we had paid the latter, and have also paid the former since the receipt of your letter, and we enclose you Miss Rogers receipt, and would be glad if you would file it with the report of the special commissioner, so that the evidence of its payment may be with that report. Miss Rogers has been out of the City, and we had really overlooked it.

Yours very truly,

Wm. W. Old & Son,

September 22nd, 1905.

\$2.50.

Received, this day, of Wm. W. Old & Son, Attorneys, the sum of TWO 50/100 Dollars, fee for taking depositions in the Chancery suit of Walter B. Holmes, in his own right &c. v. Anna E. Holmes and others, pending in the Circuit Court of Nansemond County, Va.

Eva M. Rogers.

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law,

OFFICES: 56-58 BANK STREET,

NORFOLK, VA.

December 2nd, 1905.

Mr. R.R. Smith,

Clerk of Circuit Court,

Suffolk, Va.

Dear Sir:-

By a decree entered ^{October 10th} ~~in September~~, 1905, in the Chancery suit of "Walter B. Holmes, in his own right &c. v. Anna E. Holmes and als", I, as Special Commissioner, was authorized to withdraw "the two bonds of W.H. Brinkley and W.J. Doughtie for \$1250.00 each, payable one and two years respectively after this date &c", upon leaving my receipt with you.

The above being the case, enclosed I send you my receipt for the two bonds; so wish you would send same to me by return mail, if possible.

Yours very truly,

(Enclosure).

Wm. W. Old, Jr.

*The two bonds were mailed
to W.W. Old and Son Dec 4/5 1905*

W.O.

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law,

OFFICES: 56-58 BANK STREET,
NORFOLK VA.

May 20th, 1905.

Mr. R. R. Smith,
Suffolk, Va. }

Dear Sir:-

On the 16th inst., we mailed to Judge Prentiss a decree to be entered on the 22nd inst. in the suit of "Walter B. Holmes, Adm'r. v. Anna E. Holmes & als"; so we wish you would let us know whether said decree is entered or not. Neither member of our firm will be able to be present; so this favor will be appreciated.

Yours very truly,

Wm. W. Old & Son.

WM.W.OLD. EDWARD BROCKENBROUGH. WM.W.OLD,JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law.

ROOMS = 7, 8 AND 9,

VAN WYCK'S ACADEMY OF MUSIC BUILDING,

NORFOLK, VA.

December 5th, 1908.

Hon. James L. McLemore,

Suffolk, Virginia.

Dear Judge:-

We send you, enclosed, a report of Wm. W. Old, Jr., Special Commissioner *m* Holmes v. Holmes, and also a decree to be entered confirming the same, and directing the payment to Miss Edna E. Holmes of her interest in the said fund, under the control of the court in said suit. The papers show that she is entitled to \$2000. of the \$6000. represented by the bonds of the purchasers. We would be obliged, if, after examining these papers, you would order the decree to be entered, and hand them to the Clerk.

Yours very truly,

Wm. W. Old, Jr.

Enclosures.

Dic. WWO/C

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law,

OFFICES: 56-58 BANK STREET,

NORFOLK, VA.

April 5, 1905.

Mr. R. B. Smith,

Suffolk, Virginia.

Dear Sir:

We send you enclosed herewith the answer of the infant defendants over 14 years of age, the answer of all the infant defendants by their guardian ad litem and the guardian ad litem for the infants, and a copy of the summons with service thereof acknowledged thereon by Harry G. and Edna Holmes, in the suit of Holmes v. Holmes. We will be glad if you will file these papers at the first April Rules in making up your rules.

Yours very truly,

Wm. W. Old & Son,

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law.

OFFICES: 56-58 BANK STREET,

NORFOLK, VA.

March 23, 1905.

E. R. Smith Esq.,

Suffolk, Virginia.

Dear Sir:

We send you enclosed a memorandum of a suit which we desire you to enter. We would be glad if you would send us the summonses in the case, and we will have them served upon the parties.

We enclose you our check for \$150. for state tax, and if you require a deposit for costs please advise us.

Yours very truly,

Wm. W. Old, Jr.

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law,

OFFICES: 56-58 BANK STREET,
NORFOLK, VA.

December 5th, 1905.

Mr. R.R. Smith,

Suffolk, Va.

Dear Sir:-

We received, this morning, your letter of the 4th inst., enclosing the two bonds for \$1250.00 each, payable to Wm. W. Old, Jr., Special Commissioner, and are much obliged to you for your favor.

Yours very truly,

Wm W Old & Son

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law,

OFFICES: 56-58 BANK STREET,

NORFOLK, VA.

September 9, 1905.

Mr. R. R. Smith,

Suffolk, Virginia.

Dear Sir:

We wish you would send us a statement of your costs to date in the suit of Holmes v. Holmes and others, after allowing for the filing of a report by the special commissioner and the entry of a decree confirming that report and the report of Judge Kilby at the next term of the court. The decree will be about one page of type written matter.

Yours very truly,

Wm. W. Old & Son

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law,

OFFICES: 56-58 BANK STREET,

NORFOLK, VA.

December 26th, 1905.

Mr. R.R. Smith,

Clerk of Circuit Court,

Suffolk, Va.

Dear Sir:-

Enclosed we send you the report of Wm. W. Old, Jr., Special commissioner in the suit of W.B. Holmes, in his own right &c. v. Anna E. Holmes and others, to be filed in said suit; also the receipt of Mrs. Anna E. Holmes attached thereto.

Yours very truly,

(Enclosure).

Wm W Old & Son

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law,

OFFICES: 56-58 BANK STREET,

NORFOLK, VA.

June 19th, 1905.

Mr. R. R. Smith,
Clerk of Circuit Court,
Suffolk, Va. }

Dear Sir:-

I will arrive in Suffolk on next Wednesday morning, the 21st inst., at 10 A. M., to sign the bond in the suit of "Holmes v. Holmes," I having been appointed Special Commissioner by decree of May 23^d, 1905. - Kindly prepare bond so that I can sign same. I will bring power of attorney from my father, who will be my security.

Yours very truly,

Wm. W. Old, Jr.

Walter B. Holmes, in his own right.

v.

Anna E. Holmes + others-

Received this 13th day of December, 1907-
the two bonds for \$1000⁰⁰ each, made by W.
H. Brunsley and W. J. Douglas, payable three
and four years after date, in accordance with
terms of decree of Nov. 4th, 1907

Wm. C. Smith.

Special Commissioner.

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON.

Attorneys and Counsellors at Law,

OFFICES: 56-58 BANK STREET,

NORFOLK, VA.

September 18, 1905.

R. R. Smith Esq.,

Suffolk, Virginia.

Dear Sir:

We send you enclosed a check for \$9.21, in full of your costs in the suit of Holmes &c v. Holmes et als, as stated in your bill sent us on the 16th inst.

We also send you the report of Wm. W. Old Jr., Special Commissioner in said cause, and the deed of trust and bonds therein mentioned, which are to be filed with the report.

We wish you would sign the receipt for costs appended to the report, and then mark the report filed.

Yours very truly,

Wm. W. Old Jr.

The Company's charge is based upon the value of the property, which must be declared by the shipper.

Form 180

ADAMS EXPRESS COMPANY.

(NON-NEGOTIABLE BILL OF LADING.)

Received from

W. A. Smith *Sept 24* 190*0*

Marked

Wm W. Old & Son
may old

Valued at \$

50.00

Which the Company agrees to carry upon the following terms and conditions, to which the shipper agrees, and as evidence thereof, accepts this bill of lading.

1. In consideration of the rate charged for carrying said property, which is regulated by the value thereof and is based upon a valuation of not exceeding fifty dollars unless a greater value is declared, the shipper agrees that the value of said property is not more than fifty dollars, unless a greater value is stated herein, and that the Company shall not be liable in any event for more than the value so stated, nor for more than fifty dollars if no value is stated herein.

2. If the Express Company has not an agency at the point of destination, it shall carry the property to its agency nearest or most convenient thereto, and there notify the consignee, or deliver the property to some other carrier to continue the transportation. The Adams Express Company shall not be liable for loss or damage occurring after such delivery, nor for detention after having tendered the property to a connecting carrier.

3. The Express Company shall not be required to make free delivery at points where it maintains no free delivery service, nor at any point beyond its established delivery limits.

4. The Express Company, unless negligent, shall not be liable for loss, damage or detention of said property caused by civil or military authority, piracy, insurrection, strike or riot, or by the act of any person acting as an officer of the law, whether with or without lawful process, warrant or authority, or by the dangers of railroad transportation, the perils of navigation, changes of temperature, heat, cold, wet or decay, nor for the death, injury or escape of live freight, the Company not being a carrier thereof except at owner's risk.

5. Said property is accepted as merchandise only, and the Express Company shall not be liable in any event for the loss of money, specie, bonds, coupons, or other negotiable paper, which the Company does not receive or carry except through its money department provided for that purpose.

6. The Express Company shall not be liable for loss, damage or detention of said property unless a claim therefor shall be presented to it in writing at this office within ninety days from this date with this contract or a copy thereof annexed; nor shall the Company be liable in any suit to recover for the loss, damage or detention of said property unless the same shall be commenced within one year after such loss, damage or detention shall have occurred, and not afterwards.

7. Articles of GLASS, articles contained in glass and fragile articles are accepted at OWNER'S RISK.

8. If any C. O. D. is not paid within thirty days the shipper agrees that the Express Company may return the property, and that he will pay the charges for transportation both ways.

9. The terms and conditions of this contract shall apply to any forwarding or return of said property, and shall inure to the benefit of every carrier to whom the same may be entrusted to complete the transportation.

CHARGES

For the Company,

NUMBER OF
PIECES
RECEIVED

Liability limited to \$50 unless a greater value is declared.

SHIPMENTS FORWARDED BY FASTEST PASSENGER TRAINS IN CHARGE OF MESSENGERS.

ADAMS EXPRESS COMPANY,

FORWARDERS BY EXPRESS TO ALL PARTS OF THE UNITED STATES.

Connections made, and rates given, to

CANADA,

MEXICO,

AUSTRALIA,

and all parts of

EUROPE,

ASIA and

AFRICA.

MONEY ORDERS.

On Sale, payable at nearly every Express Office in
the United States.

The only system of sending money through the mails furnishing
a receipt which, in case orders are lost, delayed, stolen or destroyed,
insures the purchaser against loss.

The rates are less than for any other method of sending money
where absolute security is afforded.

Express Money Orders can be purchased during any hour of the
day and no written application is required.

RATES.

Not over	\$2.50.....	3	cts.
"	5.00.....	5	"
"	10.00.....	8	"
"	20.00.....	10	"
"	30.00.....	12	"
"	40.00.....	15	"
"	50.00.....	18	"
"	60.00.....	20	"
"	75.00.....	25	"
"	100.00.....	30	"

Over \$100 at above rates.

This Company has about 6,000 Agencies and operates nearly 40,000 Miles of Railroads.

Rates as Low as by any Responsible Express Co.

Special Rates on Printed Matter.

WM.W.OLD. EDWARD BROCKENBROUGH. WM.W.OLD,JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law,

ROOMS 7, 8 AND 9,

VAN WYCK'S ACADEMY OF MUSIC BUILDING,

NORFOLK, VA.

September 28, 1910.

Mr. R. R. Smith,

Clerk of Circuit Court,

Suffolk, Virginia.

Dear Sir:-

We wish you would send us the papers in the suit of Walter B. Holmes et als vs Anna E. Holmes et als, now pending in the Circuit Court of Nansenond County, in which suit we are the counsel. We would prefer them to be sent by Adams Express, and we will remit to you the charges thereon. We write for these papers as we wish to draw a decree.

An immediate compliance with our request will be appreciated.

Yours very truly,

WVO, Jr/T.

Wm. W. Old

Holmes

vs

Holmes

—————→

AFTER FIVE DAYS RETURN TO

JOHN P. COWLING
SURVEYOR AND CONTRACTOR
SUFFOLK, VA.

WM. W. OLD.

WM. W. OLD, JR.

WM. W. OLD & SON,

Attorneys and Counsellors at Law,

OFFICES: 56-58 BANK STREET,
NORFOLK, VA.

April 4, 1905.

Mr. R. R. Smith,

Clerk of the Circuit Court of Nansemond County,
Suffolk, Virginia.

Dear Sir:

I herewith enclose you the papers in the suit of Walter B. Holmes, in his own right &c, v. Anna E. Holmes and others, consisting of the bill and eleven exhibits, the answer of W.H. Brinkley and W.J. Doughtie, the answer of Anna E. Holmes, and a copy of the process with service accepted on the back thereof by Anna E. Holmes, W. H. Brinkley and W. J. Doughtie.

We expect to send you tomorrow the answer of the infant defendants who are over fourteen years of age, and also a copy of the process with an acknowledgement of service on them. Mrs Holmes has already accepted service for two of the infant defendants. We will be glad, however, if you will keep your rule book open, so that you may enter these pleadings at April Rules. The papers will probably reach you Thursday morning. We wish also you would appoint Mr C. W. Coleman as guardian ad litem for the infants.

If you will look at the process and the letter attached thereto you will see that we made a mistake in the name of Mr Brinkley. We wish you would correct the process and memorandum. We have corrected the name in all the other pleadings.

Yours very truly,

Wm. W. Old.

Letter from
Wm W Blake atty.

4-4-05

WM.W.OLD.

WM.W.OLD,JR.

WM.W.OLD & SON,

Attorneys and Counsellors at Law,

OFFICES: 56-58 BANK STREET,

NORFOLK, VA.

In the Circuit Court of Nansemond County, Virginia.

Walter B. Holmes, in his own right and as Guardian of
Harry G. Holmes, Edna Holmes, Herbert Nash Holmes, and
Grace Holmes, infants under twenty-one years of age,

v.

Anna E. Holmes, and the said Harry G. Holmes, Edna
Holmes, Herbert Nash Holmes and Grace Holmes, infants
under twenty-one years of age, William H. Brinkley and
W.J. Doughtie.

SUMMONS IN CHANCERY TO FIRST APRIL RULES, 1905.

Pay \$1.50 pd

Com. W. Old Nov.

P.Q.

Wrool 1/2

Walter Holmes
and others
vs } Du Chancery
Anna E Holmes & others

W. H. BRINKLEY,
— DEALER IN —
General Merchandise

Driver, Va., Mar 31 1908

Mr W. H. Old
Norfolk Va

Dear Sir:

Enclose your papers
signed as you requested.

I Notice you have my name
written William H Brinkley.
it should be Wade H. Brinkley. so
many people make the same mistake
because my initials are W-H-B.

Yours Rept
W H Brinkley

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*Anna E Holmes, and
the said Harry G Holmes, Edna
Holmes, Herbert Nash Holmes and
Grace Holmes, infants under twenty-
one years of age William N
Brunkley and W J Doughtie*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the *First* Monday in *April 1905*, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *Waller B Holmes in his
own right and as Guardian of
Harry G Holmes, Edna Holmes,
Herbert Nash Holmes and Grace
Holmes, infants under twenty-one
years of age.*

and have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this *24th* day of
March, 190*5*, in the *129*th year of the Commonwealth.

A copy—Teste;

Teste:

CLERK.

CLERK.

Wm W Old & Son p. q.

Walter B Holmes
and others

vs.

In Chancery.

Anna E Holmes
and others

1905

April

Rules.

First

Monday.

Nansemond Circuit Court

Process Book No. 2

Page 265

Service accepted -

March 25, 1905.

I hereby acknowledge service of a copy of this summons
on myself, also a copy for my infant daughter Grace
Holmes. March 29, 1905.

I also acknowledge service of said summons on me
for my son Robert Nash Holmes, who is now off at
boarding school and not at his usual place of resi-
dence.

Anna E Holmes

We acknowledge service of this summons.

W. N. Brinsley

W. J. Laughtie

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Anna E. Holmes and the said Harry G.

Holmes, Edna Holmes, Herbery Nash Holmes and Grace Holmes, infants
under twenty-one years of age, William H. Brinkley and W. J. Doughtie

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the First Monday in April, 1905, to answer
a Bill in Chancery, exhibited against them
in the said Court by Walter B. Holmes in his own right and as Guardian of
Harry G. Holmes, Edna Holmes, Herbert Nash Holmes and Grace Holmes,
infants under twenty-one years of age

and have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this 24th day of
March, 1905, in the 129th year of the Commonwealth.

A copy—Teste:

Teste:

R. R. Smith
CLERK.

R. R. Smith
CLERK.

Wm W Old & Son p. q.

A Copy for
Harry G Holmes

vs.

In Chancery.

Infant-

1905

April

Rules.

First

Monday.

Nansemond Circuit Court

Process Book No. 1

Page 265

Let hereby accept service of the within
summons -

Harry G. Holmes

Edna Holmes

At Rules held in the Clerk's
Office of the Circuit Court of
Hansemond County on Wednesday
the 5th day of April 1905.

Walter B Holmes in his own right
and as Guardian of Harry G Holmes
Edna Holmes, Herbert Nash Holmes
and Grace Holmes infants under ~~the~~
twenty-one years of age. Complainants
vs In Chancery

Anna E Holmes and the said Harry
G Holmes Edna Holmes, Herbert Nash
Holmes and Grace Holmes, infants
under twenty one years of age vs
Brinkley and W J Doughtie Defendants

On motion of the Complainant by
Counsel C W Coleman an Attorney at
law is assigned guardian ad litem
to the infant defendants Harry G
Holmes Edna Holmes, Herbert Nash
Holmes and Grace Holmes who are in-
fants under the age of twenty one
years, to defend their interest in this
suit

L P Gomer D, C

Holmes
vs
Holmes

Appointment
of Gar ad litem

Know All Men by These Presents, That we, *William W Old Jr as principal and William W Old Surety*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Fifteen Thousand* DOLLARS,

to the payment whereof, well and truly to be made to the Commonwealth of Virginia, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

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

Sealed with our seals, and dated this *21st* day of *June* in the year of our Lord one thousand nine hundred and *five*, and in the *129th* year of the Commonwealth.

In Testimony Whereof, the said ~~has~~ hereto set his hand and seal, and the said

~~has caused its corporate name to be hereto signed, and its corporate seal to be hereto affixed, this~~ day of ~~in the year of our Lord, one thousand nine hundred and~~, and in the ~~year of the Commonwealth.~~

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That ~~if the above bond~~ *whereas by a* decree of the Circuit Court for the County of Nansemond pronounced on the *22nd* day of May 1905 in the Chancery cause pending in said Court between *Walter B Holmes and others Complainants and Annie E Holmes and others defendants* it was adjudged ordered and decreed that the sale of the tract piece or parcel of land mentioned and described in the bill and proceedings in said cause known as the *Beech Grove Farm* containing three hundred and seventeen and seven tenths (317.7) acres is necessary for the partition of the same and that and that it is to the best interest of all concerned that the offer of *W H Bunkley and W J Dougherty* should be accepted upon the terms mentioned and described in said decree and by said decree *Wm W Old Jr* is appointed Special Commissioner for that purpose but before proceeding to receive said money and execute said deed he shall enter into a bond before the Clerk of this Court in the penalty of fifteen thousand dollars with good security payable to the Commonwealth of Virginia and conditioned for the faithful discharge of his duties as special Commissioner under said decree and all other decrees he may be required to execute in said cause. Now therefore if the said *Wm W Old Jr* Special Commissioner aforesaid shall faithfully discharge and perform the duty of his office post or trust as Special Commissioner under this and all other decrees he may be required to execute in said cause then the above obligation is to be void; otherwise to remain in full force and virtue.

SEAL

SEAL

SEAL

SEAL

SEAL

SEAL

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County, on the *21st* day of *June*, 190*5*:

The above bond was executed and acknowledged before me by the obligors to the same (the ~~semit~~ justifying), and ordered to be recorded.

A copy of
Teste: *A. B. Gomez, C.*

Teste:

R. R. Smith Clerk

Wm W Ald Jr
To { Spec. Commr.
Bond
The Commonwealth.

1905
June 21st

Recorded in Official
Bond Book No 1 Page
432 Circuit Court

A copy

Trustee's S A L E OF Valuable Real Estate

By virtue of a certain deed of trust from W. H. Brinkley and W. J. Doughtie to me as trustee, dated June 1st, 1905, duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in D. B. 59, page 69, and at the request of the holders of the bonds therein mentioned remaining unpaid, default having been made in the payment of certain of the bonds at maturity, and in the payment of interest on all the bonds remaining unpaid, I shall sell on the premises, near Driver, in the County of Nansemond, Virginia,

AT 10:30 A. M. ON

FRIDAY, OCTOBER 28, 1910,

The Following Property To-Wit:

Three certain parcels of land, in Nansemond County, Virginia, known as the Beech Grove Farm, containing in the aggregate 317.7 acres, which were conveyed to Burdett W. Holmes, now deceased, by two deeds, one from C. W. Coleman, Special Commissioner, dated January 28th, 1903, and the other from Sarah A. Peake, dated July 1st, 1903, the said property as a whole, as shown on the plat filed with the deed from C. W. Coleman, Special Commissioner, above mentioned, though conveyed by the two deeds aforesaid, may be described generally as situated in Bennett's Pasture, Sleepy Hole Magisterial District, Nansemond County, Virginia, and as bounded on the north by the land formerly belonging to Richard B. Ames, and by a road leading from Drivers to Cartwright's Wharf; on the east by the Bennett's Pasture Road and the land of Dr. Wm. T. Jordan; on the south by the Cross Swamp Tract; and on the west by the lands belonging to Jackson Powells Estate, (now belonging to James Wagner,) the lands of Elisha Everett and Joseph Griffin, and the Nansemond River; with the exception, however, of certain lots for which Mary Jackson and others hold contracts, the said lots being fully described in the bill filed in the suit pending in the Circuit Court of Nansemond County, Virginia, entitled "Walter B. Holmes, in his own right. etc., vs. Anna E. Holmes and others;" the property above being the same conveyed to the said W. H. Brinkley and W. J. Doughtie by Wm. W. Old, Jr., Special Commissioner, by deed dated June 1st, 1905, duly recorded.

Possession of premises to be given on January 1st, 1911, and all crops at present, planted, are reserved, with right of removal by present tenant up to that date.

Wm. W. OLD,
TERMS CASH, **Trustee.**

In the Circuit Court of Transylvania Co., Va.

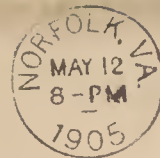
William B. Holmes, in his own right vs.

v. J. R. Clancy.

Anna E. Holmes & al.

— Deposits —

W. COLEMAN
Attorney at Law
PORTSMOUTH, VA.

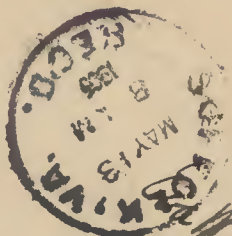


Mr. R. R. Smith,

Clerk of Circuit Court of Transylvania Co.

Suffolk,

Va.



*Wm. Rogers -
Nashua, N.H.*

THIS DEED, made this 22nd day of September, in the year 1910, by and between W. H. Brinkley and Mary H. Brinkley, his wife, of Nansemond County, Virginia, parties of the first part, and James U. Burges, chosen as trustee for the purposes herein set forth, party of the second part,

WITNESSETH:

THAT WHEREAS, W. H. Brinkley is justly indebted to various creditors in sundry and considerable sums of money and is unable to promptly pay and discharge the same and is desirous of securing the payment of all of his debts as far as possible and to avoid the costs of litigation, NOW, THEREFORE, THIS DEED WITNESSETH that the said parties of the first part for and in consideration of the premises, the provisions of this deed, and five dollars cash in hand paid by the said party of the second part before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, have bargained, sold, assigned, transferred, granted, and conveyed, and do by these presents bargain, sell, assign, transfer, grant and convey unto the said party of the second part the following property to-wit:

1st. All their right, title and interest in and to those two certain farms located in Sleepy Hole Magisterial District, of Nansemond County, Virginia, which are bounded and described as follows:

(a) The "Holmes farm" which was conveyed by Wm. W. Old, Jr., Special Commissioner, to W. H. Brinkley and W. J. Doughtie by deed duly recorded in the Clerk's Office of Nansemond County in D. B. No. 58, page 429, except several small lots in what is known as "Griffintown" which have been sold by said Brinkley and Doughtie. Said farm contains three hundred and five acres and is bounded as follows: On the North by the road leading from Driver to Cartwright's Wharf; on the East by Bennett's Pasture road and the land of Dr. W. T. Jordan; on the South by the Cross Swamp; and on the West by the land of James Wagner's estate and the land formerly belonging to Elisha L. Everett and Joseph Griffin. Reference to which deed is hereby made for a more complete description of the said farm.

The interest of the grantors in the above described land is a one-half interest subject to the lien of a deed of trust for nine thousand dollars.

(b) All their right, title and interest in and to the "James Hargrove farm" which was conveyed by Col. Alexander Savage to W. H. Brinkley and A. S. Hargrove by deed duly recorded in the Clerk's Office of Nansemond County in D. B. No. 66, page 291. Said farm contains two hundred and fifty acres and is bounded by the lands of Alice Hargrove and others. Reference to which deed is hereby made for a more complete description of said land.

2nd. All that certain lot of land with store house and blacksmith shop located thereon situated about one mile from Cartwright's Wharf and three miles from Drivers at what is known as "Piney Grove", which said land was conveyed to said W. H. Brinkley by Mrs. Emily S. Barrett and husband by deed duly recorded in the Clerk's Office of Nansemond County in D. B. No. 60, page 378, and is cut off from the land of Mrs. Emily S. Barrett by posts. Said land is conveyed subject to the conditions and restrictions set forth in the deed to W. H. Brinkley above mentioned, to which reference is hereby made.

3rd. All the stocks of goods, wares, merchandise, fixtures, appurtenances, appliances, and all articles kept for sale now in those certain stores now occupied by said W. H. Brinkley, which are located and described as follows:

(a) That certain store house located in the village of Drivers, in the County of Nansemond, and State of Virginia, which is owned by Dr. W. F. Driver and occupied as a store house by said W. H. Brinkley.

(b) That certain store house at "Piney Grove", which is located on the

lot of land purchased from Mrs. Emily S. Barrett and husband, which is hereinabove conveyed.

(c) That certain store house which is located in the said District, County and State, at what was formerly known as "Wilroy's store" on the land of Jeffrey Jordan. Said store house being the property of said W. H. Brinkley.

Said stocks of goods hereinabove conveyed consist in part of groceries, notions, dry goods and articles of general merchandise.

4th. A one-half interest in a certain cotton-gin at Drivers, in said County and State, together with all the appliances, appurtenances, and fixtures appertaining thereto, which is owned jointly with Mrs. Alice Hargrove.

5th. All crops growing or harvested as well as all chattel and personal property owned by said W. H. Brinkley. Said property being further described as follows:

(a) Eight mules and horses, a certain lot of hogs as well as all crops growing or harvested on what is known as the "Hargrove farm" located near Drivers, in said County and State, except a one-half interest in the crop of seed Irish Potatoes, which is owned jointly with Williams Bros. of Norfolk, Virginia.

(b) Six mules and horses and all crops growing or harvested on what is known as the "Home farm" which is owned by the Trustees of the Poor of Lower Parish District, except a one-half interest in a crop of seed Irish Potatoes, which is owned jointly with Williams Bros. of Norfolk, Virginia.

(c) Six mules and horses and all crops growing or harvested on what is known as the "Wagner farm" which is located in Sleepy Hole Magisterial District of Nansemond County, Virginia, which is owned by Mrs. Lelia Wagner.

(d) A one-half interest in twelve horses and mules and a certain lot of hogs as well as a one-half interest in all crops growing or harvested on what is known as the "Holmes farm".

6th. All open accounts, notes, bonds and other evidences of indebtedness due or payable to the said W. H. Brinkley as well as his interest in any other choses in action of which he may be possessed in whole or in part.

7th. All other personal property of every kind and description owned by said W. H. Brinkley, which is not exempt by law whether herein specifically mentioned or not.

IN TRUST TO SECURE the costs and expenses of this trust, including a commission for the trustee of five per centum on the amount of sales or other monies which shall come into his hands from sales or otherwise, and the fee for counsel in and about the preparation and execution of this deed, as well as the recording fees, if then unpaid, and after the payment thereof to secure

First, any wages, if any, that may be due the workmen, clerks, or servants of said W. H. Brinkley, and

Second, all other creditors pro rata, who shall, within sixty days after this deed is recorded, file with said trustee a certified account of such debt or debts as may be due them, it being incumbent upon and is hereby declared to be the duty of the said trustee to mail to all of the creditors a notice of the trust herein granted at their usual address.

And the said trustee, for the purpose of executing this trust, shall at once take charge of the property and effects hereby conveyed;

take an inventory of the crops, personal property and merchandise on hand and all other property hereby conveyed which said inventory shall at all times be subject to inspection by the creditors; proceed to collect the choses in action, and all evidences of indebtedness and convert the real and personal property into cash as promptly as possible so as to obtain the best results from such sales.

The personal property shall be disposed of either at private sale or public auction in parcels or as a whole as the trustee may deem most beneficial to the interest of the creditors. The real estate to be sold at public auction on the premises at such time or times and after advertising the same for fifteen days in some newspaper having general circulation in the County of Nansemond and in such other manner as the trustee may deem best. Should any of the personal property be sold at public auction the same shall be advertised in the manner herein set forth for the sale of the real estate and sold at such place in Nansemond County as the Trustee may think best.

Should there be any liens by deed of trust, judgment or otherwise upon the said property, which in the opinion of the said Trustee it would be beneficial to the interest of the creditors to pay off and discharge before making sale of said property he is hereby authorized out of such funds as may come into his hands as trustee to do so.

And to enable the said trustee to wind up the business and dispose of the property hereby conveyed to the best advantage he is hereby authorized and empowered from time to time, for a period not exceeding four months, to replenish the stocks of goods or any portion thereof, if in his judgment, it is necessary or advisable to do so for the proper disposition of the goods on hand. And in order that this trust may be executed with the least possible expense the said trustee is hereby authorized and empowered to close up such store or stores as he may deem best and remove the goods in said store or stores to such other store or stores herein described as may appear more suitable for a prompt and economical disposition of the merchandise therein contained.

And the said trustee is hereby authorized, empowered and directed to employ such agents, clerks, attorneys and assistants as may be necessary for the prompt and advantageous execution of the trust hereby conferred upon him and to institute such actions at law or suits in equity as in his judgment may be necessary to collect the debts due the said W. H. Brinkley, and hereby assigned to said trustee, and out of the funds coming into his hands to pay reasonable compensation to such persons as may be employed by him as such agents, clerks, attorneys and assistants. And prior to the sale of the real estate and personal property the said trustee is authorized and empowered to expend such sums and employ such assistants as may be necessary for the preservation, protection and handling of the property hereby conveyed and the cultivation and marketing of the crops growing thereon and to make such arrangements contracts for the cultivation of such crops until harvested and sold as shall seem best, the costs, charges and expenses of all of which shall be charged as a part of the expenses of this trust. But should the said trustee deem it to the best interest of the creditors to abandon the cultivation of any crops or to dispose of the same as it then stands he is hereby empowered to do so. And as soon as the property hereby conveyed is converted into money the said trustee shall from time to time distribute the same among such creditors as shall have filed their claims as hereinabove set forth, and, if after the payment of the costs of this trust and all of the debts which shall be filed with him as aforesaid there should be a balance left the same shall be paid over to the said W. H. Brinkley.

WITNESS the following signatures and seals.

_____(SEAL)

_____(SEAL)

STATE OF Virginia,
To-wit:
County of Nansemond.

I, _____, a _____
_____ in and for the County and State aforesaid, do
certify that W. H. Brinkley and Mary H. Brinkley, his wife, whose names
are signed to the writing hereto annexed, bearing date on the _____ day
of September, 1910, have acknowledged the same before me in my County and
State aforesaid.

Given under my hand this _____ day of September, 1910.

THIS DEED, Made the First day of June, 1905, between W.H. BRINKLEY and W.J. DOUGHTIE, of the County of Nansemond, in the State of Virginia, parties of the first part, and WM. W. OLD, TRUSTEE, of the City of Norfolk, Virginia, party of the second part:

WITNESSETH, That the said W.H. Brinkley and W.J. Doughtie do grant unto the said Wm. W. Old, Trustee, the following property, to-wit: Three certain parcels of land in Nansemond County, Virginia, known as the Beech Grove Farm, containing in the aggregate 317.7 acres, which were conveyed to Burdett W. Holmes, now deceased, by two deeds, one from C.W. Coleman, Special Commissioner, dated January 28th, 1903; and the other from Sarah A. Peake, dated July 1, 1903; the said property, as a whole, as shown on the plat filed with the deed from C.W. Coleman, Special Commissioner, above mentioned, though conveyed by the two deeds aforesaid, may be described generally as situated in Bennett's Pasture, Sleepy Hole Magisterial District, Nansemond County, Virginia, and as bounded on the North by the land formerly belonging to Richard B. Ames, and by a road leading from Drivers to Cartwright's Wharf; on the East, by the Bennett's Pasture Road and the land of Dr. Wm. T. Jordan; on the South, by the Cross Swamp Tract; and on the West by the lands belonging to Jackson Powell's estate (now belonging to James Wagner), the lands of Elisha Everett and Joseph Griffin, and the Nansemond River; with the exception, however, of certain lots for which Mary Jackson and others hold contracts, the said lots being fully described in the bill filed in the hereinafter mentioned suit, to which reference is hereby made; being the same property conveyed to the said W.H. Brinkley and W.J. Doughtie by Wm. W. Old, Jr., Special Commissioner, by deed of even date herewith, the said two deeds forming one and the same transaction, and to be recorded simultaneously;

IN TRUST, To secure to Wm. W. OLD, JR., SPECIAL COMMISSIONER, of the City of Norfolk, Va., the payment of six certain bonds, all dated January 2, 1905; all made by the said W.H. Brinkley and W.J. Doughtie, all payable to William W. Old, Jr., Special Commissioner appointed by the Circuit Court of Nansemond County, Virginia, in the suit in chancery therein pending, entitled Walter B. Holmes, in his own right &c., v. Anna E. Holmes and others; each one containing on its face a waiver of the

homestead exemption and being countersigned for identification by the Trustee named in this deed, and being for the following amounts: one for \$1250.00, payable one year after date, with interest from date at the rate of six per centum per annum, payable semi-annually; one for \$1250.00, payable two years after date, with interest from date at the rate of six per centum per annum, payable semi-annually; one for \$1000.00, payable three years after date, with interest from date at the rate of six per centum per annum, payable semi-annually; one for \$1000.00, payable four years after date, with interest from date at the rate of six per centum per annum, payable semi-annually; one for \$1000.00, payable five years after date, with interest from date at the rate of six per centum per annum, payable semi-annually; and one for \$5000.00, payable six years after date, with interest from date at the rate of six per centum per annum, payable semi-annually; the above mentioned bonds being for balance of the purchase-price of the property hereinbefore mentioned; and also to secure the payment of any note or notes, bond or bonds, given in renewal, in whole or in part, of the above described debt; and upon the further trust that the said parties of the first part may remain in quiet and peaceable possession of the above granted and described premises, and take the profits thereof to their own use, until default be made in the payment of any of the bonds aforesaid at maturity as they severally fall due, or in the payment of interest on the same, it being understood and agreed that, in case default is made in the payment of any of the bonds aforesaid at maturity, or of interest on the same, and a sale is had in accordance with the terms of this deed, all of the bonds falling due after said bond shall, at once, ^{become} ~~fall~~ due and payable, with interest to the time of payment, or in the observance of any covenant respecting the keeping up of insurance, the payment of taxes and assessments, or any other matter in this deed contained; and, upon such default being made, the said Wm. W. Old, Trustee, shall, so soon thereafter as he shall be requested by the said William W. Old, Jr., Special Commissioner, or his assigns, so to do, sell the above granted property at public auction, at such time and place, and upon such terms and conditions as he may deem expedient, having first

given notice of such time and place of sale for at least ten days by advertisement in one or more newspapers published in the City of Norfolk, Va., or in the County of Nansemond, Virginia, and out of the proceeds of such sale, after paying all the expenses attending the execution of this trust, including commissions on said proceeds of sale to the said Trustee at the rate of five per cent., shall pay to the said William W. Old, Jr., Special Commissioner, or his assigns, the debt aforesaid, with interest thereon, or so much thereof as may remain unpaid; and the balance, if any, to the said parties of the first part or their assigns.

And it is understood and agreed that the said parties of the first part, upon paying the ^{said} bond for \$1250.00, payable one year after date, shall have the right to cut and dispose of any growing timber on said lands, without being chargeable with waste.

And the said parties of the first part covenant that they will during the continuance of this trust, and at their own proper costs and charges, keep insured the buildings upon the aforesaid property against casualties by fire, in some good insurance company, in a sum not less than *one Thousand* Dollars, and assign the policy of insurance thereof to the said Trustee, who shall hold the same as additional security for the payment of the debt aforesaid; and that if they, the said parties of the first part, shall fail to keep the said buildings insured as aforesaid, then the said William W. Old, Jr., Special Commissioner, may, in addition to the right to require a sale for breach of covenant as above provided, cause the same to be insured at the expense of the said parties of the first part; and the premium of such insurance shall, if not paid by the said grantors upon the request of the said William W. Old, Jr., Special Commissioner, or his assigns, be a charge upon the trust property aforesaid; and, in case any money becomes payable under such insurance policy, the said Trustee may collect the same; and, if so directed by the said William W. Old, Jr., Special Commissioner, or his assigns, shall distribute the amount so collected as if it were the proceeds of a sale had under this deed.

It is further understood and agreed that, in the event of the payment of the debt secured hereby, these presents shall, at the option of the party secured hereby, be released by a deed of release to be prepared and recorded at the cost and expense of the parties of the first part.

The said W.H. Brinkley and W.J. Doughtie covenant that they will warrant generally the property hereby conveyed, and will pay all taxes, levies and assessments upon said property so long as this trust shall last. And the said grantors hereby waive the benefit of their homestead exemption as to the aforesaid debt and obligation, and as to this contract.

WITNESS the following signatures and seals.

W.H. Brinkley (SEAL).
W.J. Doughtie (SEAL).

STATE OF VIRGINIA,

City of Norfolk, to-wit:-

I, Edward Brockenbrough, a Notary Public for the City aforesaid, in the State of Virginia, do certify that W.H. Brinkley and W.J. Doughtie, whose names are signed to the writing above, bearing date on the first day of June, 1905, have acknowledged the same before me in my City aforesaid.

Given under my hand this 29th day of June, 1905. My term of office expires on the 1st day of October, 1906.

Edward Brockenbrough,
Notary Public.

Virginia:

In the Clerk's Office of the
Circuit Court of Nansemond County
the 30th day of June, 1905:
This Deed was presented, and,
with the certificate annexed,
admitted to record.

Teste: R.R. Smith Clerk
By M. Lawrence, D.C.

WM. W. OLD & SON
ATTORNEYS AT LAW
NORFOLK, VA.

213

W. H. Brinkley and W.
J. Daughtie,

to } Deed of Trust :

Wm W. Old, Trustee.
for W. W. Old & Son
Admitted to record
June 30th 1905.

Recorded in D. B. 59.
Page 69.

1905 July 14
Examined, verified &
warranted
McLawrence & Co.

Fax 10.50

Fee 2.00

Paid \$12.50

WM. W. OLD & SON,
ATTORNEYS AT LAW,
NORFOLK, VA.

THIS DEED, Made the 1st day of July, in the year 1903, between Sarah A. Peake (widow) of Norfolk County, Virginia, party of the first part, and B. W. Holmes of said County and State party of the second part:

WITNESSETH, That in consideration of the sum of four thousand dollars (\$4,000.) of which the sum of one thousand dollars (\$1,000.) has been paid in cash, and the sum of three thousand dollars (\$3,000.) the balance thereof, is secured on the property hereby conveyed, the said Sarah A. Peake doth grant and convey with general warranty unto the said B. W. Holmes the following property to-wit: That certain tract, piece or parcel of land situate in Bennett's Pasture in Sleepy Hole Magisterial District, in Nansemond County, Virginia, and being tract No. two (2) as shown on a plat filed with the papers in a certain chancery suit in the Court of Hustings for the City of Portsmouth, wherein W. T. Peake and others were plaintiffs, and Sarah A. Peake and others were defendants, said land being bounded on the North by a line beginning at a large cedar stump on a hedge and running thence North sixty-five degrees and twenty minutes ($65^{\circ}-20'$) West one thousand eight hundred and eighty-eight feet to a stake in the centre of a marsh, on the East by the Bennett's Pasture Road; on the South by the road leading from Driver's to Cartwright's Wharf; and on the West by the land formerly belonging to Jackson Powell's Estate (now belonging to James Wagner) containing one hundred and fourteen and four-tenths (114.4) acres, more or less, but the land is sold in gross and not by the acre, together with all the rights and appurtenances belonging to said land, it being the same land that was conveyed to Sarah A. Peake by C. W. Coleman special commissioner, by deed dated January 28th, in the year 1903, and being duly recorded in the Clerk's office of the County Court of Nansemond County in deed book 54 page 326.

The said Sarah A. Peake covenants that she has the right to convey the said land to the grantee; that the grantee shall have

quiet possession of the said land, free from all encumbrances; that she the said party of the first part, will execute such further assurances of the said land as may be requisite; that she has done no act to encumber the said land.

WITNESS the following signature and seal:

Sarah A. Peake (SEAL)

State of Virginia,

County of Norfolk, to-wit:

I E. W. Coleman, a Notary Public for the County aforesaid, in the State of Virginia, do certify, that Sarah A. Peake whose name is signed to the writing above, bearing date on the 1st day of July in the year 1903, has acknowledged the same before me in my County aforesaid.

Given under my hand this 9th day of July, in the year 1903.
My commission expires December 20, 1903.

E. W. Coleman
Notary Public.

Virginia :
In the Clerk's Office of the Circuit Court of Nansemond County the 8th 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.

Holmes 155.
Holmes. Exhibit. No. 6.

DEED OF BARGAIN & SALE.

Sarah A. Peake

To

B. W. Holmes.

Admitted to record
July 8. 1904.

Recorded in D. B. 56- Page 495-

1904 July 12.
Examined and verified,
M. Lawrence, DC.

Tax 4.00
Fee 1.25
Paid \$5.25

THIS DEED Made the 28th day of October, in the year 1910, between W. J. Doughtie and Ollie D. Doughtie, his wife, of the County of Nansemond, in the State of Virginia, parties of the first part, and Charles Webster, Trustee, of the City of Norfolk, in the State of Virginia, party of the second part,

WITNESSETH, That the said W. J. Doughtie and Ollie D. ----- Doughtie, his wife, do grant under the said Charles Webster, Trustee, the following property, to wit:

Those two certain tracts of parcels of land situate in Bennett's Pasture in Sleepy Hole Magisterial District, in Nansemond County, Virginia, designated as tract "No.2" and tract "No.3" on a plat filed with the deed from W. C. Coleman, Special Commissioner, to B. W. Holmes, and recorded in Deed Book 54, page 323, in the office of the Clerk of the Circuit Court of Nansemond County, Virginia, together with all the rights, ways, privileges and appurtenances to the said land belonging, and bounded and described as follows:

(1) The said tract "No.2" beginning at a large cedar stump on a hedge and running thence N. 65° 20' W. one thousand eight hundred and eighty eight (1888) feet to a stake in the centre of a marsh, and is bounded on the North by the land of Vivian S. Lawrence this day conveyed to him by Wm. W. Old, Trustee, and designated on said plat as tract "No.1", on the East by the Bennett's pasture road, on the South by the road leading from Drivers to Cartwright's Wharf, and on the West by the land formerly belonging to Jackson Powell's estate, and afterwards to James Wagner; containing one hundred and fourteen and four tenths (114.4) acres, more or less;

(2) The said tract "No 3" is bounded on the North by the road leading from Drivers to Cartwright's Wharf, on the East by the land of Dr. William T. Jordan, on the South by the Cross Swamp tract, and on the West by the lands of Elisha Everett and Joseph Griffin; containing ninety five (95) acres, more or less; excepting, however, from this tract certain lots for which deed have been made by W. H. Brinkley and W. J. Doughtie, and also certain lots of one half acre each for which contracts of sale have been made by the said parties; and also excepting a right-of-way from the said land of Vivian

S. Lawrence over tract No. 2 to the railroad track running through the said last named tract, as shown by deed of even date with this deed;

being the same property conveyed to the said W. J. Doughtie by Wm. W. Old, Trustee, by deed of even date herewith, and to be recorded;

IN TRUST, To secure the payment of four certain bonds made by the said W. J. Doughtie, of even date with this deed, without any preference the one over the other, one being for the sum of five hundred dollars and payable one year after date to Edna E. Holmes, another being for the sum of one thousand dollars and payable two years after date to Anna E. Holmes, another being for the sum of ~~one~~ one thousand dollars and payable three years after date to Anna E. Holmes, and the fourth of said bonds being for the sum of two thousand dollars and payable five years after date to William W. Old, Jr., Special Commissioner in the suit in chancery pending in the Circuit Court of Nansemond County entitled Walter B. Holmes in his own right &c v. Anna E. Holmes and others, each of the said bonds being payable with interest thereon from date at the rate of six per centum per annum, payable semi-annually, and each containing on the face thereof a waiver of the homestead exemption, and each being countersigned for further identification by the trustee herein-named; and upon the further trust that the said W. J. Doughtie shall remain in quiet and peaceable possession of the above granted and described premises, and take the profits thereof to his own use, until default be made in the payment of any one of the said bonds, in whole or in part, or of any installment of the semi-annual interest on any one of the said bonds as the same shall fall due, in whole or in part, or in the observance of any covenant respecting the keeping up of insurance, the payment of taxes and assessments, or any other matter in this deed contained; and upon such default being made, the said Charles Webster, Trustee, shall, so soon thereafter as he shall be requested by the said obligees in the said bonds, or any one of them, or their assigns, so to do, sell the above granted property at public auction, at such time and place, and upon such terms and conditions as he may deem expedient, having first given notice of such time and place of sale for at least ten days by advertisement in one or more newspapers published in the City of Norfolk, Virginia, and out of the proceeds of such sale, after paying all the expenses attending the execution of this trust, including commissions on said proceeds of sale to the said trustee at the rate of five per cent., shall pay

to the said obligees in the said bonds, or their assigns, the debts aforesaid, with interest thereon, or so much thereof as may then remain unpaid, and the balance, if any, to the said W. J. Doughtie, or his assigns.

The said W. J. Doughtie covenants that he will during the continuance of this trust, and at his own proper costs and charges, keep insured the buildings upon the said land against casualties by fire in some good insurance company or companies, in a sum not less than one thousand dollars, and assign the policy or policies of insurance thereon to the said trustee, who shall hold the same as additional security for the payment of the debt aforesaid; and that if he shall fail to keep the said buildings insured as aforesaid, then the said trustee or any creditor herein secured, or assigns, may, in addition to the right to require a sale for breach of covenant, as above provided, cause the same to be insured at the expense of the said grantor, and the premium of such insurance, if not paid by the said grantor upon request of either the the said trustee or of any creditor herein secured, or assigns, shall be a charge upon the trust property aforesaid; and in case any money becomes payable under such insurance policy or policies, the said trustee may collect the same, and, if so directed by the said creditors herein secured, or their assigns, shall distribute the amount so collected as if it were the proceeds of a sale had under this deed.

It is further understood and agree, that in the event of the payment of the debt hereby secured, these presents shall be released by a deed of release to be prepared and recorded at the cost and expense of the parties of the first part.

The said grantors covenant that they will warrant generally the property hereby conveyed, and will pay all taxes, levies and assessments upon said property so long as this trust shall last. And the said grantors hereby waive the benefit of their homestead exemption as to the aforesaid debt and obligation, and as to this contract.

Witness the following signatures and seals:

W. J. Doughtie (seal)
Ollie D. Doughtie (seal)

State of Virginia,

Corporation of the City of Norfolk, Towit:

I, Edward Brockenbrough, a Notary Public for the Corporation of the City of Norfolk, in the State of Virginia, do certify that W. J. Doughtie and Ollie D. Doughtie, his wife, whose names are signed to the writing hereto annexed, bearing date on the 28th day of October, in the year 1910, have acknowledged the same before me in my corporation aforesaid. My term of office expires on the 4th day of October, 1914.

Given under my hand this 2nd day of November, in the year 1910.

Edward Brockenbrough

Notary Public.

Virginia:

In the Clerk's Office of the Circuit Court of Nansemond County, the *4th* day of *November* 1910.

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

Teste:

A. R. Smith Clerk,
By *A. L. Smith* D. C.

indapad

54

B.

W. J. Doughtie and
Ollie D. Doughtie, his wife,

To TRUST -

Charles Webster, Trustee.

Admitted to record
November 4, 1910.

Recorded in W. B 69-

Page 228.

1910. Nov. 4.
Examined & verified.

A. L. Truitt, De.

Fee	2.00
Tax	4.50
Paid	<u>6.50</u>

KNOW ALL MEN BY THESE PRESENTS , That I, Wm. W. Old, of the City of Norfolk, Va., do hereby make, constitute and appoint A. P. Gomer, of the Town of Suffolk, Va., my true and lawful attorney in fact, for me and in my name to appear in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, and execute in my behalf as Surety by signing my name as attorney in fact, under his seal, a certain bond for the sum of \$15,000.00, decreed to be given by Wm. W. Old, Jr., Special Commissioner, by a decree entered on May 23, 1905, in the suit of "Walter B. Holmes, in his own right and as Guardian of Harry G. Holmes, Edna Holmes, Herbert Nash Holmes and Grace Holmes, infants under twenty-one years of age, v. Anna E. Holmes, and the said Harry G. Holmes, Edna Holmes, Herbert Nash Holmes and Grace Holmes, infants under twenty-one years of age, W.H. Brinkley and W.J. Doughtie", now pending in the said Circuit Court of ^{Nansemond} ~~Norfolk~~ County, Va.,; and to do all lawful acts and things whatsoever concerning the premises, as fully in every respect as I myself might or could do if I were personally present; hereby ratifying, allowing and confirming all and whatsoever my said attorney shall, in my name, lawfully do, or cause to be done in and about the premises by virtue of these presents.

WITNESS my hand and seal this 20th day of June, 1905.

Wm. W. Old (SEAL).

STATE OF VIRGINIA,

City of Norfolk, to-wit:-

I, Edward Brockenbrough, a Notary Public for the City aforesaid, in the State of Virginia, whose term of office expires on the 1st day of October, 1906, do certify that Wm. W. Old, whose name is signed to the writing above, bearing date on the 20th day of June, 1905, has acknowledged the same before me in my City aforesaid.

Given under my hand this 20th day of June, 1905.

Edward Brockenbrough

Notary Public.

I, Junius A. Coleman, Deputy Clerk of the Corporation Court of the City of Norfolk, Va., do certify that Wm. W. Old, of the City of Norfolk, Va., to the best of my knowledge and belief, is fully able and sufficient to execute as Surety a bond for the sum of \$15,000.00; that he owns real estate in the City of Norfolk, Va., assessed for the sum of \$23,140.00, as shown by the Re-assessment for 1905; and that, to my knowledge, the said real estate is free from encumbrances of every kind whatsoever.

Given under ~~de~~ my hand this 20th day of June, 1905.

Junius A. Coleman.

Deputy Clerk of the Corporation Court of
the City of Norfolk, Va.

STATE OF VIRGINIA,

City of Norfolk, to-wit' -

I, Edward Brockenbrough, a Notary Public for the City aforesaid, in the State of Virginia, whose term of office expires on the 1st day of October, 1906, do certify that Junius A. Coleman, Deputy Clerk of the Corporation Court of the City of Norfolk, Va., whose name is signed to the writing above, bearing date on the 20th day of June, 1905, has acknowledged the same before me in my City aforesaid.

Given under my hand this 20th day of June, 1905.

Edward Brockenbrough.

Notary Public.

WM. W. OLD & SON
ATTORNEYS AT LAW
NORFOLK, VA.

Wm. W. Old

to

A. P. Grimes -

Power of Attorney to
Execute bond.

Norfolk Va., Jan. 2, 1905.

I agree to purchase of Walter B. Holmes and others, the widow and heirs at law, of the late B. W. Holmes the three tracts of land known as the "Beach Grove Farm", situated in Nansemond Co., Va. Said tracts Nos. 1 and 2 now under lease to myself and W.J. Doughtie, and tract No. 3, a piece of woodland said to contain 95 acres more or less, including such parts of last named tract as have been contracted to be sold to Mary Jackson and others, about four or five acres, for the sum of thirteen thousand dollars (\$13,000.00), five hundred (\$2500.00) of which Two thousand is to be paid in cash and the balance thereof, to be paid in six years, twelve hundred and fifty (\$1250.) per annum for two years and one thousand (\$1000.00) per annum for three years, and five thousand (\$5000.) at the end of the sixth year. Said bonds to be dated Jan. 2nd, 1905, said deferred payments to bear interest at 6% per annum from Jan. 2, 1905, payable semi annually and to be represented by bonds secured by deed of trust upon said property. I also agree to give Mary Jackson and others holding contracts for half acre lots, signed by Holmes and Doughtie, after payment in full for same and surrender of contract, a deed and clear title to lot as described in contract. It being understood that after date all deferred payments on said lots shall be made payable to me, W. H. Brinkley.

The said sale is subject to the lease to myself and W.J. Doughtie and I am to receive the rent under said lease from Jan. 2, 1905.

This offer is also made with the understanding that the proper steps are at once to be taken to convey me a good title, as there are infants, and if such title should not be made, then the two thousand five hundred dollars in cash (\$2500.) is to be returned to me and this contract is to be void.

(Signed) W. H. Brinkley

We the undersigned accept the above contract.

(Signed) Walter B. Holmes

(Signed) Mrs Anna E Holmes

\$5.00

Received of Col. Harris
five dollars first
payment on his lot
Chr 2. 904

H J Doughtie

Contract Between -
Holmes & Doughtie & Joe Harrase

In regards to the purchase of $\frac{1}{2}$ acre of land on farm of said B. W. Holmes, near Griffin - Cowi Hansermond co Va. Said $\frac{1}{2}$ acre is to cost \$60. Payment as follows,

\$5 cash down when contract is signed, & \$10 annually for five years, & \$5 the sixth year, total \$60. Deed for the same to be retained until the \$60 is paid.

It is not advisable for Joe Harrase to try & pay the annual payment of \$10 at one payment, but Holmes & Doughtie thinks best & easier for Joe Harris if he pays \$2.50 each month during the four months - April May June & July, of each year. B. W. Holmes further agrees to give deed of the $\frac{1}{2}$ acre when final payment is made, if it should be less than five years.

B. W. Holmes further agrees not to charge said Joe Harris interest on said purchase price \$60 or any part thereof for the full period of six years.

B. W. Holmes further agrees that if said Joe Harris is sick & under the Doctors care, or his family, to such an extent that said Joe Harris cannot pay out in six years, then B. W. Holmes will extend the time of payment, until in judgement of said B. W. Holmes.

- Joe Harris is able to work support his family
should make payments.

Holmes & Doughtie further agrees to arrange
their crops in such a way as to be able to
supply Joe Harris & family with steady work.
during the four months named, but are
not responsible if from any cause crops
fail & work should be short.

Joe Harris & family agrees to work for Holmes &
Doughtie during the months of April May June & July,
when said Holmes & Doughtie have work for them,
during the period of this indebtedness.

+ further After payments are all made,
+ papers for the $\frac{1}{2}$ acre are surrendered to said
- Joe Harris. Said Joe Harris & family agree
to continue offer their services to said
Holmes, & Doughtie during the four months
above named for period unlimited.
Prices to be paid to said-Joe Harris for his
& his family services are as follows.

What the most of the community pay
for day labor or the picking of truck,
shall be the prices allowed by said-
Holmes & Doughtie.

~~Holmes & Doughtie~~
~~Joe Harris~~ X

Surrendered & Cancelled.

Nov. 5 1904 W.B.H.

Joe Harris lot, first corner
lot, 35 yds on County road
70 1/2 - down main line
between Holmes & Griffin
towns 35 yds founding Charity
Bunch on South side
70 yds on St No 1, west side

Holmes
" "
Holmes.
Exhibit No. 10.

10
Joe Harris

Copy of contract filed by Mary Jackson

Nov. 18, 1904

Whereas the late Burdett W. Holmes, under the name and style of Holmes & Doughtie, made a contract, without date, with *Joe Harris* for the sale of a lot containing one half of an acre, near Griffintown, which contract has been surrendered and cancelled; and whereas the said late Burdett W. Holmes, under the said name and style of Holmes & Doughtie made a contract, without date, with *Mary Jackson* for the sale of a certain other lot containing one half of an acre near Griffintown, which also has been surrendered and cancelled, in consideration of the substitution of the lot first mentioned:

Now therefore Walter B. Holmes, in his own right and as guardian of Harry G., Edna, Herbert N. and Grace Holmes, and Anna E. Holmes, the widow of the said Burdett W. Holmes, hereby agree to substitute the said lot so agreed to be sold to *Joe Harris* as aforesaid, for the lot so sold to *Mary Jackson* as aforesaid, and upon the payment of the balance of the purchase money therefor to make a proper deed for the said lot.

The lot so substituted under this agreement is the *first corner lot, 35 yds on County Road, 70 yds along main line between Holmes and Griffintown, thence 35 yards along south line, adjoining lot #2 and 70 yds on street #1*

And the balance due on it to be paid by the said *Mary Jackson* is as follows:

without interest, the said payments to be made, or the right to a deed to be forfeited as provided in the original contract.

Walter B. Holmes (seal)
in his own right and as guardian of Harry G.,
Edna, Herbert N., and Grace Holmes.

Mrs Anna E Holmes (seal)

Holmes
" Holmes

Exhibit no. 9.

Handwritten notes or list, possibly a ledger or inventory, with multiple columns of text.

Handwritten notes or signatures at the bottom of the page.

April 9 1904.
Contract Between Holmes
& Doughtie & Mary Jackson.

In regards to the purchase of $\frac{1}{2}$ acre of land on farm of said B H Holmes near Griffin Town Harrison Co Va. Said $\frac{1}{2}$ acre is to cost \$60. Payment as follows \$5 cash down when contract is signed & \$18 annually for five years & \$5 the sixth year, total \$60. Deed for the same to be retained until the \$60 is paid. It is not advisable for Mary Jackson to try & pay the annual payment of \$18 at one payment. But Holmes & Doughtie thinks best & easier for Mary Jackson if she pays \$25.00 each month during the months of April, May, June, & July of each year. B H Holmes further agrees to give deed for the $\frac{1}{2}$ acre when final payment is made, if it should be less than 6 years. B H Holmes further agrees not to charge said Mary Jackson, interest on said purchase price \$60 or any part thereof for the full period of six years.

B H Holmes further agrees that if Mary Jackson is sick & under Dr care or her family to such an extent that said Mary Jackson can not pay out in 6 years, then B H Holmes will extend the time of payment until B H Holmes judgement says Mary Jackson is able to work support her family & should make payments. Holmes & Doughtie agrees to arrange their crops in such

a manner as to be able to supply
Mary Jackson & family with steady work
during the months named, but are
not responsible if from any cause
crops fail & work should be short.
Mary Jackson & family agree to work
for Holmes & Doughtie during the
months of April May June & July,
when said Holmes & Doughtie have work
for them during the period of this indebtedness
& further after payments are all made
& papers for the $\frac{1}{2}$ acre are surrendered
to said Mary Jackson. Said Mary Jackson
& family agree to continue to offer their
services to said Holmes & Doughtie.
during the four months above named
for period unlimited. Prices to be paid
to said Mary Jackson for her & her
family services are as follows.
That the most of the community pay
for day labor or for the hiring of truck
shall be the prices allowed by
said Holmes & Doughtie.

Mary Jackson's lot runs corner
Road 35 Yds, on west side of Rth
No 4. 70 " joins Isaac Curtis
on ~~back~~^{east} side, 70 Yds.
joins Walter Linder on North 35 Yds
(Holmes & Doughtie.
(Mary Jackson

Holmes
or
Holmes.
Sublot No. 8.

Mary Jackson

VIRGINIA:-

In the Circuit Court of Norfolk County, on the
7th day of July, 1904.

The Court doth appoint Walter B. Holmes
guardian of Grace Holmes, orphan of Burdett W. Holmes,
under fourteen years of age. Whereupon the said Walter B.
Holmes appeared in Court, made oath, and together with The
United States Fidelity and Guaranty Co., which appeared
by Theodorick A. Williams, its attorney in fact, his
surety, entered into and acknowledged a bond in the penalty
of Twelve Thousand Dollars, conditioned according to law,
which bond is ordered to be recorded.

A Copy,

Teste: *Alvah H. Martin*, Clerk.

VIRGINIA:-

VIRGINIA:-

In the Circuit Court of Norfolk County, on the
7th day of July, 1904.

The Court doth appoint Walter B. Holmes
guardian of Herbert Nash Holmes, orphan of Burdett W.
Holmes, over fourteen years of age; the said Herbert Nash
Holmes having personally appeared in Court and selected
the said Walter B. Holmes as his guardian. Whereupon
the said Walter B. Holmes appeared in Court, made oath,
and together with The United States Fidelity and Guaranty
Co., which appeared by Theodorick A. Williams, its attorney
in fact, his surety, entered into and acknowledged a bond
in the penalty of Twelve Thousand Dollars, conditioned
according to law, which bond is ordered to be recorded.

A Copy,

Teste: *Allen H. Martin*, Clerk.

Holmes

"

Holmes.

Exhibit No. 3.

ALBUQUERQUE:-

4th day of July, 1904.

In the Circuit Court of the Territory of New Mexico, in and for the County of Santa Fe.

The Court doth return that Walter H. Holmes

was born at Hartford Conn Holmes' album of pictures N.

Holmes' over fourteen years of age; the said Herbert Samp

Holmes having previously appeared in Court and received

the said Walter H. Holmes as his kinsman. Whereupon

the said Walter H. Holmes appeared in Court and received

the said Herbert Samp Holmes as his kinsman. And the Court

doth return that the said Walter H. Holmes and Herbert

Samp Holmes are the same person and the said Herbert

Samp Holmes is the same person as the said Walter H.

Holmes and the said Walter H. Holmes is the same person

as the said Herbert Samp Holmes and the said Herbert

Samp Holmes is the same person as the said Walter H.

ALBUQ.

Teste:

Direct.

VIRGINIA:-

In the Circuit Court of Norfolk County on the
7th day of July, 1904.

The Court doth appoint Walter B. Holmes guardian
of Edna Holmes, orphan of Burdett W. Holmes, over fourteen
years of age; the said Edna Holmes having personally ap-
peared in Court and selected the said Walter B. Holmes as
her guardian. Whereupon the said Walter B. Holmes ap-
peared in Court, made oath, and together with The United
States Fidelity and Guaranty Co., which appeared by Theod-
orick A. Williams, its attorney in fact, his surety, en-
tered into and acknowledged a bond in the penalty of
Twelve Thousand Dollars, conditioned according to law,
which bond is ordered to be recorded.

A Copy,

Teste: *Alvah H. Martin*, Clerk.

~~Holmes~~

u

Holmes.

Exhibit No. 2.

27th day of July, 1904.

ALBANY:-

In the Circuit Court for Rensselaer County in the

Case:

Of the

A. G. C.

after pay is ordered to be recorded.

Justice of the Peace, Rensselaer County, New York.

being this day acknowledged & paid in the presence of

John A. Williams, its attorney in law, his clerk, and

James Williams and Charles Co., clerk appearing by Albert

being in and of the said, and Justice of the Peace

for Rensselaer County, New York, his clerk, and

being in and of the said, and Justice of the Peace

being in and of the said, and Justice of the Peace

of Rensselaer County, New York, his clerk, and

The Court clerk appearing before J. A. Williams, clerk

VIRGINIA:-

In the Circuit Court of Norfolk County, on the
7th day of July, 1904.

The Court doth appoint Walter B. Holmes
guardian of Harry G. Holmes, orphan of Burdett W. Holmes,
over fourteen years of age; the said Harry G. Holmes hav-
ing personally appeared in Court and selected the said
Walter B. Holmes as his guardian. Whereupon the said
Walter B. Holmes appeared in Court, and together with The
United States Fidelity and Guaranty Co., which appeared by
Theodorick A. Williams, its attorney in fact, his surety,
entered into and acknowledged a bond in the penalty of
Twelve Thousand Dollars, conditioned according to law,
which bond is ordered to be recorded.

A Copy,

Teste: *Alvah H. Martin*, Clerk.

