1922-007
Nansemond Co (Suffolk) Chancery Causes: C.W Brinkley & wife vs Bertha B Ashworth et al

$ 855 00 Twelve Months after date, with legal interest from date until paid, ~~payable~~

I bind my self, my heirs, executors and administrators, jointly and severally, to pay to the Circuit Court of Hammond County or assigns, the sum of Eight hundred and fifty-five + no/100 DOLLARS, for value received; and I hereby waive the benefit of my Homestead Exemption as to this debt, obligation and contract.

Secured by deed of trust on real estate in Hammond County, Va.

John K Hutton, Trustee.

Witness my hand and seal this 9th day of December, 1920.

Witness:

Paid by C.W. Ashley
C.W. principal and int
12 years in full 14, 1921
John K Hutton
Special Comm

C. W. Ashley. (SEAL.)

(SEAL.)

(SEAL.)

Copy of Costs
Taxed in the Suit of: G. W. Brinkley et als

vs.

Bertha B. Ashworth et als

Jno. H. Hilton ..... p. q.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA

Writ Tax	1	50
Clerk	14	03
Sheriff		0
Attorney	15	00
Commissioner		
Printer, for Order of Publication, etc.		
	30	53

Date of Judgment or Final Decree 191

Paid Oct. 4 1921 G. E. Britton Clerk

VIRGINIA:

In the CLERK'S OFFICE of the CIRCUIT COURT of the COUNTY OF NANSEMOND, on the 20th day of November, 1922.

I, G. E. BUNTING, Clerk of the Circuit Court of the County of Nansemond, in the State of Virginia, do certify that it appears from the records of the said Court, on file in my office that George A. Babb

duly qualified on the 20th day of November, 1922, as Administrator of the estate of Julia E. Binkley deceased, and that he executed and acknowledged a bond as prescribed by law, in the penalty of $ 900.00, with New Amsterdam Casualty Co. as surety.

GIVEN UNDER MY HAND the day and year first herein above written.

G. E. Bunting CLERK,

By D. C.

VIRGINIA:

In the CLERK'S OFFICE of the CIRCUIT COURT of the COUNTY OF NANSEMOND, on the 20th day of December, 1921

I, G. E. BUNTING, Clerk of the Circuit Court of the County of Nansemond, in the State of Virginia, do certify that it appears from the records of the said Court, on file in my office, that George C. Babb

duly qualified on the 20th day of December, 1921, as Guardian of Sidney R. Brinkley, Lyman E. Brinkley and ~~of the estate of~~ Julia B. Brinkley, ~~deceased~~, and that He executed and acknowledged a bond as prescribed by law, in the penalty of $1200.00, with H. H. Babb as surety.

GIVEN UNDER MY HAND and the day and year first herein above written.

G. E. Bunting, CLERK,

By ____, D. C.

J.R. SAUNDERS JOHN K. HUTTON

SAUNDERS & HUTTON
Attorneys at Law
Suffolk, Va.

November 20, 1922.

Mr. John K. Hutton,
Attorney at Law,
Suffolk, Va.

Dear Sir:

I understand that you are special commissioner in the chancery suit of C. W. Brinley et al v. Bertha B. Ashworth et als pending in the Circuit Court of Nansemond County, and that as such special commissioner you caused to be deposited in the National Bank of Suffolk on savings account the sum of $970.42 bearing interest from February 1, 1922, which amount belongs to the infants, Lyman Brinkley and Julia E. Brinkley. Since this amount was deposited in the bank aforesaid, Julia E. Brinkley died owing certain debts. I have qualified as her administrator and desire to have the amount in bank belonging to her paid to me as such administrator. I am also the duly qualified guardian of Lyman Brinkley and desire to have the amount in the bank belonging to him paid to me as such guardian. The said Julia Brinkley was approximately eighteen years of age at the time of her death and the said Lyman Brinkley is now approximately twenty years of age.

Yours truly,

geoge W Bale

November 25, 1922.

$3.68

Received of John K. Hutton, Special Commissioner in the chancery suit of C. W. Brinkley et al. v. Bertha B. Ashworth et als, the sum of THREE and 68/100 Dollars, taxes for the year 1920, the same having been paid by C. W. Brinkley as administrator of John W. Brinkley, deceased.

C. W. Brinkley

Administrator of John W. Brinkley

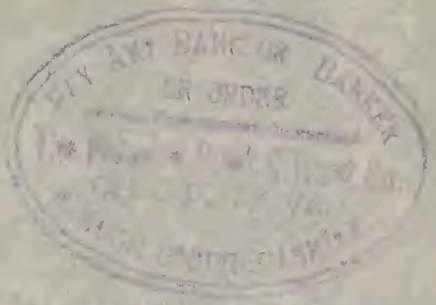
Deceased

Saunders & Hutton, Attorneys

April 25, 1922.

Received of John K. Hutton, Special Commissioner in the Chancery suit of C. W. Brinkley v. Bertha B. Ashworth, et als., the sum of FOUR HUNDRED EIGHTY-FIVE and 21/100 ($485.21) DOLLARS, that being the share to which I am entitled out of the proceeds of the sale of the land in these proceedings.

Bertha B. Ashworth


CITY AND BANK OR BANKER
OR JUDGE

F5-10M-3-1-18

$481 97/100

Suffolk, Va., April 19th 1922

Six eight

Pay to the order of Bertha B. Ashworth

Four hundred eighty one 97/100 Dollars

This is a CASH ITEM
Please do not hold but return at once if not paid on presentation

NAT'L BANK OF SUFFOLK PAID

Value received, and charge same to yours truly.

We, the drawer, endorsers, and accehtor, hereby waive our Homestead Exemption as to this debt.

To John K. Hutton
Suffolk, Va

Bertha B. Ashworth

R Bashworth

Will Report

March 22, 1922.

Received of John K. Hutton, Special Commissioner in the chancery suit styled C. W. Brinkley v. Bertha B. Ashworth et als pending in the Circuit Court of Nansemond County, Virginia, the sum of Four hundred and eighty-five ($485.21) Dollars, that being my share of the proceeds of the sale of the land in said suit.

C. W. Brinkley

Received of John K. Hutton, Special Commissioner, in the chancery suit of C. W. Brinkley v. Bertha B. Ashworth the sum of FOUR HUNDRED EIGHTY-FIVE and 21/100 ($485.21) DOLLARS, this 16th day of March, 1922, that being full settlement of the amount to which I am entitled in said suit.

C. W. Brinkley.

C. W. Brinkley et al.....Complainants

vs. REPORT:

Bertha B. Ashworth.et als.....Defendants.

TO THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

The underdersigned, John K. Hutton, Special Commissioner, submits the following report of his proceedings under the decree entered in this cause on the 31st day of January, 1922.

Your commissioner proceeded to disburse the sum of TWENTY-FOUR HUNDRED FORTY-SEVEN and 50/100 ($2447.50) DOLLARS, that being the amount in his hands for disbursement, as directed by said decree, and herewith exhibits vouchers for the several items paid by him.

The respective amounts to which the infants, Lyman Brinkley and Julia Brinkley, were entitled, amounting in the aggregate to NINE HUNDRED SEVENTY and 42/100 ($970.42) DOLLARS, were deposited in the National Bank of Suffolk, Suffolk, Virginia, on savings account and same bear interest from February 1, 1922, as shown by the certificate of deposit herewith exhibited.

Your Commissioner reports that Julia Brinkley, one of said infants, died on the 25th day of August, 1922, and that George A. Babb has qualified before the Clerk of the Circuit Court of Nansemond County as her administrator as shown by certificate of said Clerk herewith filed; and the said George A. Babb is also the duly qualified guardian of the infant, Lyman Brinkley.

Your Commissioner further reports that it is the desire of said George A. Babb that the respective amounts due Julia and Lyman Brinkley be paid to him as administrator and guardian respectively.

Respectfully submitted,

John K Hutton

Special Commissioner.

C. W. Brinkley et al

vs. Report

Bertha B. Ashworth et als.

1912 Nov. 25th filed.
J.L.m

SAUNDERS & HUTTON
Attorneys at Law
Suffolk, Va.

C. W. Brinkley et al.....Complainants

vs. DECREE.

Bertha B. Ashworth et als.....Defendants.

This cause came on this day to be again heard on the papers formerly read, the petition of Sidney R. Brinkley, and the report of John K. Hutton, Special Commissioner, filed on the 31st day of January, 1922, to which report there is no exception, and was argued by counsel.

On consideration whereof, it appearing from said report that said Special Commissioner, upon payment to him by Thad Tyndale of the sum of THREE HUNDRED AND FIFTY-ONE ($351.00) DOLLARS, conveyed to said Thad Tyndale, with Special Warranty of title, the tract of land purchased by him at the sale heretofore reported in these proceedings, and upon payment of the sum of SIX HUNDRED ($600.00) DOLLARS, the said Special Commissioner conveyed, with Special Warranty of title, to G. A. Babb the tract of land purchased by him at said sale, and upon payment of the sum of EIGHT HUNDRED AND FIFTY-FIVE ($855.00) DOLLARS, and the execution and delivery to the said Special Commissioner by C. M. Ashley of his bond for the sum of EIGHT HUNDRED AND FIFTY-FIVE ($855.00) DOLLARS, payable to the order of the court in this cause, bearing date December 9, 1920, and payable one year from date, secured by a deed of trust on the land purchased by him at said sale, the said Special Commissioner conveyed said land to said C. M. Ashley, with Special Warranty of title; and it appearing that the said Special Commissioner collected in cash the sum of EIGHTEEN HUNDRED AND SIX ($1806.00) DOLLARS and has since collected the amount of said Ashley bond, with interest for one year, to-wit: NINE HUNDRED SIX and 30/100 ($906.30) DOLLARS, which makes the total sum coming into the hands of the said Special Commissioner TWENTY-SEVEN HUNDRED TWELVE and 30/100 ($2712.30) DOLLARS, and it further appearing that said

On & Fee

Special Commissioner has the sum of TWENTY-FOUR HUNDRED FORTY- SEVEN and 50/100 ($2447.40) DOLLARS in his hands for disbursement after payment the cost of this suit amounting to TWO HUNDRED SIXTY-FOUR and 80/100 ($264.80) DOLLARS and itemized as follows:

G. E. Bunting, Clerk of Circuit Court of Nansemond County	$30.55
C. R. Wallace & Company, hand bills	13.55
West & Withers, premium on bond	10.00
J. Walter Hosier, Auctioneer	10.00
Bradford Kilby, Commissioner in Chancery	30.00
Saunders & Hutton, writing three deeds	30.00
Revenue Stamps on deeds	3.50
Saunders & Hutton, dee allowed by court	75.00
John K. Hutton, Special Commissioner	62.22
	$264.80

the court doth approve and confirm said report and doth adjudge, order and decree that the said amount now in the hands of the said Special Commissioner be disbursed in accordance with the following statement;

Remainder to be disbursed among the parties entitled thereto		$2447.50
Taxes for year 1920	$ 3.68	
Taxes for year 1921 and 1922	17.77	21.45
Remainder to be disbursed		$ 2426.05
C. W. Brinkley for his one-fifth interest	$485.21	
Bertha R. Ashworth for her one-fifth interest	485.21	
Sidney R. Brinkley, infant, for his one-fifth interest	485.21	
Lyman Brinkley, infant, for his one-fifth interest	485.21	
Julia Brinkley, infant, for her one-fifth interest	485.21	
	$2426.05	$ 2426.05

And it appearing from the petition of Sidney R. Brinkley and affidavit thereto attached that the said Sidney R. Brinkley is now twenty-one years of age and desires that the amount to which he is entitled be paid to him, it is ordered that the said Special Commissioner pay the sum to which the said Sidney R. Brinkley is entitled to him and place the amount to which said infants, Lyman Brinkley and Julia Brinkley, are entitled on savings deposit in one of the banks of the City of Suffolk, and it also appearing that the bond aforesaid, with interest as aforesaid, has been paid by the said C. W. Ashley to the said Special Commissioner, it is ordered that the said Special Commissioner make marginal entry of the satisfaction of the lien of the said deed of trust securing said bond upon the proper record in the Clerk's Office of the Circuit Court of Nansemond County.

And the said Special Commissioner shall report his proceedings hereunder to the court.

C. W. Brinkley et al

v. DECREE

Bertha B. Ashworth

Enter the 31st. day of January, 1922.

Jas. L. McLemore.

Entered in Chancery Order Book 5, page 369.

February 4, 1922.

$105.00

Received of John K. Sutton, Special Commissioner in the chancery suit of C, W. Brinkley et al v. Bertha B. Ashworth et als, the sum of ONE HUNDRED AND FIVE ($105.00) DOLLARS, THIRTY ($30.00) DOLLARS of which is for writing three deeds and SEVENTY-FIVE ($75.00) DOLLARS of which represents the fee allowed by court.

Saunders & Hutton

February 4, 1922.

$62.22

Received of John K. Sutton, Special Commissioner in the chancery suit of C. W. Brinkley et al v. Bertha B. Ashworth et als, the sum of SIXTY-TWO and 22/100 ($62.22) DOLLARS, that being the amount of commissions of Special Commissioner.

John K Sutton

Suffolk, Va., Jan 13th 1921

Received of Mr. John H. Hutton Special Commissioner in Chancery Suit of C.H. Brinkley vs Bertha Ashwath et als Ten and 00/100 Dollars

100

Premium on Bond

$10 00

Stamps

WEST & WITHERS

Per Mac Cleaney

PILAND PRINT

January 14, 1921.

$10.00

Received of John K.Hutton, Special Commissioner in the chancery cause of C. W. Brinkley et al. v. Bertha B. Ashworth et als., the sum of Ten ($10.00) Dollars for my services in auctioneering the property at sale.

Jno. A. Brinkley
Auct.

December 22, 1920.

$13.55

Received of John K. Hutton, Special Commissioner, the sum of Thirteen and 55/100 Dollars in full for printing hand bills in the chancery cause of C. W. Brinkley et al v. Bertha B. Ashworth et als.

H. Wallace

Received of John K. Hutton, Special Commissioner in the Chancery suit of C. W. Brinkley et als v. Bertha B. Ashworth et als thirty ($30.) dollars to cover fee for report made in said suit by me as Commissioner in Chancery,

1920 Dec. 18.

Bradford Kirby
Comm. in Chancery

DEPOSITED IN THE

FARMERS BANK OF NANSEMOND

SUFFOLK, VA.

BY

_____

_____ 191__

CHECKS AND DRAFTS CREDITED SUBJECT TO FINAL PAYMENT

Currency		
Gold		
Silver		
CHECKS		
Total $		

C. W. Brinkley et als.....Complainant

v. REPORT OF SPECIAL COMMISSIONER

Bertha B. Ashworth et als.....Defendants

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

The undersigned, John K. Hutton, Special Commissioner, submits the following report of his proceedings under the decree entered in this cause on the 13th day of December, 1920.

Your commissioner, as directed by said decree, upon payment to him by Thad Tyndale, of the sum of THREE HUNDRED AND FIFTY-ONE ($351.00) DOLLARS, conveyed to said Thad Tyndale, with Special Warranty of title, the tract of land purchased by him at the sale heretofore reported in these proceedings and upon payment of the sum of SIX HUNDRED ($600.00) DOLLARS, your commissioner conveyed, with Special Warranty of title, to G. A. Babb the tract of land purchased by him at said sale, and upon payment of the sum of EIGHT HUNDRED AND FIFTY-FIVE ($855.00) DOLLARS, and the execution and delivery to your commissioner by C. M. Ashley of his bond for the sum of EIGHT HUNDRED AND FIFTY-FIVE ($855.00) DOLLARS, payable to the order of the court in this cause, bearing date December 9, 1920, and payable one year from date, secured by a deed of trust on the land purchased by him at said sale, your commissioner conveyed said land to said C. M. Ashley, with Special Warranty of title.

Your commissioner collected in cash the sum of EIGHTEEN HUNDRED AND SIX ($1806.00) DOLLARS and has since collected the amount of said Ashley bond, with interest for one year, to-wit NINE HUNDRED SIX and 30/100 ($906.30) DOLLARS, which makes the total sum coming into the hands of your commissioner TWENTY-SEVEN HUNDRED TWELVE and 30/100 ($2712.30) DOLLARS.

As directed by said decree, your commissioner has paid the cost of this suit, for which vouchers are herewith exhibited, as follows:

Amount in the hands of the commissioner.....		$2712.30
G. E. Bunting, Clerk of Circuit Court of Nansemond County.....	$30.53	
C. R. Wallace & Company, hand bills.....	13.55.	
West & Withers, premium on bond.....	10.00.	
J. Walter Hosier, Auctioneer.....	10.00.	
Bradford Kilby, Commissioner in Chancery.....	30.00.	
Saunders & Hutton, writing three deeds.....	30.00	
Revenue Stamps on deeds.....	3.50	
Saunders & Hutton, fee allowed by court.....	75.00	
John M. Hutton, Special Commissioner.....	62.22	264.80
Remainder in hands of Special Commissioner.....		$2447.50

Your commissioner reports that such remainder should be disbursed in accordance with the report of Bradford Kilby, Commissioner in Chancery, as follows:

Amount to be disbursed.....		$2447.50
Taxes for year 1920.....	$ 3.68	
Taxes for year 1921 and 1922.....	17.77	21.45
Remainder to be disbursed.....		$2426.05
C. W. Brinkley for his one-fifth interest....	$485.21	
Bertha B. Ashworth for her one-fifth interest	485.21	
Sidney R. Brinkley, infant, for his one-fifth interest.....	485.21	
Lyman Brinkley, infant, for his one-fifth interest.....	485.21	
Julia Brinkley, infant, for her one-fifth interest.....	485.21	
	$2426.05	$2426.05

Respectfully submitted,

John M. Hutton
Special Commissioner.

C. W. BRINKLEY ET ALS

v. REPORT OF SPEC. COM'R.

BERTHA B. ASHWORTH ET ALS.

1922 Jany 31. filed.
J.H.m

SAUNDERS & HUTTON
Attorneys at Law
Suffolk, Va.

C. W. Brinkley et als.....Complainant

v. DECREE

Bertha B. Ashworth et als.....Defendants.

This cause came on this day to be again heard on the papers formerly read and on the report of John V. Hutton Special Commissioner, filed on the 11th day of December, 1920, to which report there is no exception, and was argued by counsel.

On consideration whereof, the court doth confirm said report, and doth adjudge, order and decree that upon payment to the said John V. Hutton, Special Commissioner, of the sum of Three Hundred and Fifty-One Dollars by Thad Tyndale, the purchaser of the land hereinafter next described at the sale reported by the said commissioner in his report filed on the 11th. day of December, 1920, the said commissioner convey with Special Warranty to the said Thad Tyndale the following parcel of land, to-wit: All that certain piece or parcel of land situated, lying and being in Cypress Magisterial District, in Nansemond County, Virginia, bounded and described as follows: Known as the James R. Saunders, Jr., land and bounded on the North by the lands of Lauder R. Shester, formerly known as the Jason Shester land, on the South and East by the land of Emma Riddick, and on the West by the land of Emorly Jones or the land known as the Barnes land, said tract of land containing thirty-four and one-half acres, be the same more or less, sold in gross and not by the acre, together with all and singular the appurtenances belonging to the same; it being the same land conveyed to John W. Brinkley by Jethro Byrd and wife by deed dated March 25, 1909, and duly recorded on March 25, 1909, in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book No. 66, page 498; and,

That, upon payment to the said commissioner of the sum of Six Hundred Dollars by C. A. Babb, the purchaser of the land

hereinafter next described at said sale, the said commissioner convey with Special Warranty to the said G. A. Babb the following parcel of land, to-wit: All that certain tract of land in Cypress Magisterial District, in Nansemond County, Virginia, bounded and described as follows: Beginning at a stob on the "Meadow Road" at the place known as Nurney's Station on the N. & C. R. R., at the bounds of said road and running along the bounds of said N. & C. R. R. S. 46' W. 81 feet to a stob on Benjamin DeFord's land, starting on the bounds of the N. & C. R. R., thence along said DeFord's line N. 77 W. 238 feet to a cedar, thence N. 78-1/2 W. 230 feet to a dead pine, thence N. 63-3/4 W. 249 feet to a dead pine, thence N. 64-3/4 W. 121 feet to a black gum, a corner on Henry Morgan or Augustus Morgan, thence along Morgan's line N. 20 E. 16 feet to a corner with Robert D. Boothe, thence N. 85' E. 968 feet along a new chopped line to a stob on the "Meadow Road", a corner with the said Boothe, thence along the Road S. 12-1/2 E. 418 feet to the point of beginning and containing six acres, together with all and singular the appurtenances belonging to the same; it being the same land conveyed to John W. Brinkley by George W. Parker, by deed dated the 28th day of July, 1903, and duly recorded on July 28, 1903, in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book 54, page 667; and,

That, upon payment of the sum of One Thousand Seven Hundred and Ten Dollars by C. M. Ashley, the purchaser of the land hereinafter next described at said sale, that being the full purchase price, or, at the option of the said C. M. Ashley, upon the payment of the sum of Eight Hundred and Fifty-Five Dollars, one-half of said purchase price, to the said commissioner, and the execution and delivery to the said commissioner by the said C. M. Ashley of his bond for the sum of Eight Hundred and Fifty-Five Dollars, payable to the order of the court in this cause, bearing date on the 9th day of December, 1920, and payable twelve months

from date, with interest at the rate of six per cent per annum from date until paid, and a deed of trust on said property, constituting the first lien thereon, securing the said bond, the said commissioner convey with Special Warranty to the said C. M. Ashley the following parcel of land, to-wit: All that certain lot of land, with buildings thereon and appurtenances thereto, containing about one acre, more or less, situated in Cypress Magisterial District, Nansemond County, Virginia, at Murney's Siding, and bounded on the North by the land of C. M. Ashley, on the East by the land of A. L. Brinkley, on the South by the land of Thad Tyndale, and on the West by the land of G. A. Babb. The said property was devised to the said John W. Brinkley by his father, Henry Brinkley, by will duly recorded in said Clerk's Office of the Circuit Court of Nansemond County.

And it is further ordered that the said Special Commissioner pay the costs of this suit, including a fee of Seventy five Dollars to Saunders and Hutton, the attorneys instutiting the same. And the said Special Commissioner shall make report of his proceedings hereunder to the court.

C. W. Brinkley et als

v. DECREE

Bertha B. Ashworth et als.

Enter the ~~11th~~ 13th day of

December, 1920.

Jas L. McLemore

Entered in Chancery Order
Book 5, page 315.

C. W. Brinkley et als.....Complainants

v. IN CHANCERY

Bertha B. Ashworth et als.....Defendants.

TO THE HONORABLE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

The undersigned, John K. Hutton, Special Commissioner, duly appointed by the decree entered in this cause on the 13th day of November, 1920, for the purpose of selling the real estate described in the bill in this cause, submits the following report:

Your commissioner, in accordance with said decree, executed a bond in the sum of THREE THOUSAND DOLLARS, and thereupon proceeded to advertise the time, place and terms of sale of the real estate described in said bill for fifteen days by posting notices of sale in numerous public places in Nansemond County and the City of Suffolk, and did proceed to sell the same at public auction on the 9th day of December, 1920, at twelve o'clock M., in front of the National Bank of Suffolk, Suffolk, Virginia, the same being sold in separate parcels and struck off to the highest bidders as follows: the first described parcel of land in said bill to C. M. Ashley for ONE THOUSAND SEVEN HUNDRED AND TEN DOLLARS; the second described parcel of land in said bill to C. A. Babb for SIX HUNDRED DOLLARS and the third described parcel of land in said bill to Thad Tyndale for THREE HUNDRED AND FIFTY-ONE DOLLARS.

Your commissioner reports that the said sale was well advertised and, in his opinion, was a good sale. Your commissioner, therefore, recommends that the sale be confirmed.

Respectfully submitted,

John K Hutton
Special Commissioner.

December 9th, 1920.

C. W. Brinkley et als

v. REPORT OF SPECIAL COMMISSIONER

Bertha B. Ashworth, et als

1920 Dec. 11. Filed JSM

SAUNDERS & HUTTON
Attorneys at Law
Suffolk, Va.

C. W. Brinkley and Mary A. Brinkley, his wife.....Complainants

v. DECREE

Martha A. Ashworth and R. B. Ashworth, her husband, Sidney R. Brinkley, Lyman Brinkley and Julia Brinkley, the last three being infants under the age of twenty-one years.....Defendants.

This day came C. W. Brinkley and Mary A. Brinkley, his wife, and by leave of court filed their bill; and on their motion, G. A. Harris, a discreet and competent attorney at law, is assigned as guardian ad litem to the infants, Sidney R. Brinkley, Lyman Brinkley and Julia Brinkley, to defend their interests in this suit; and thereupon the said guardian ad litem filed the answer of the said infant defendants, and his own answer ~~xx xxxx~~, to the bill of the complainants; and the said Martha A. Ashworth and R. B. Ashworth, her husband, the adult defendants, filed their answers to the said bill; to which several answers the complainants replied generally; and thereupon by consent of all parties, by counsel, this cause is set for hearing and docketed; and by like consent came on this day to be heard on the bill of complaint, the several answers of the defendants to said bill as above set out, and the general replication of the complainants to every one of said answers, and was argued by counsel.

On consideration whereof, the court doth adjudge, order and decree that this cause be referred to one of the commissioners of this court, who is directed to enquire and report to the court as follows:

(1) Whether the real property in the bill mentioned can be conveniently divided in kind between the several parties entitled to share therein.

(2) If the same can not be conveniently divided in kind, whether any party will take the entire property and pay

therefor to the other parties such sums of money as their interest therein may entitle them to.

(3) And, if the same can not be conveniently divided in kind and if no party will take the entire property and pay the others for their shares, whether the interest of those who are entitled to the said property or its proceeds will be promoted by a sale of the entire property or by the allotment of part and sale of the residue.

(4) The fee simple and annual value of said land.

(5) Whether or not there are any delinquent taxes or other liens against the said land.

(6) Whether all the proper parties in interest are before the court.

(7) And any other matter deemed pertinent by the Commissioner or required to be stated by any party in interest.

By consent in writing of all parties to this suit, by counsel, it is further ordered, adjudged and decreed that this cause be submitted to the Judge of this Court for such decrees therein in vacation as might be made in term.

C. W. Brinkley et als.
v. DECREE
Martha B. Ashworth et als

Enter the 7th day of
Sept. 1920.
Jas. L. McSwain

Entered in Chancery Order Book 5, page 192

We consent:

C. W. Brinkley
Mary A. Brinkley
Martha B. Ashworth
R. B. Ashworth
By Saunders & Hutton
Counsel

Sidney R. Brinkley
Lyman Brinkley
Julia Brinkley
by C. A. Harris
Guardian ad litem

FOLIO_____ TERMS---CASH

Suffolk, Virginia December 17th 1920

M C. W. Brinkley et als

Roduco, N. C.

TO WEST & WITHERS, DR.

Fire, Life, Marine, Accident, Health, Employers' Liability and Steam Boiler Insurance and Surety Bonds

P. O. BOX 103 OFFICE NO. 522 MAIN STREET PHONE NO. 10

DATE 1920	POLICY NO.	COMPANY	PROPERTY INSURED	AMOUNT	PREMIUM
12/17	144531	Va. Fire & Marine	premium from June 10th to December 17th, 1920		9.73

Received of Mr. John M Hutton Special Commn.
$9.73 Oct 18th, 1921.
West & Withers
Per

Suffolk, Va., December 17, 1920

On and after this date, the assured under this policy is C. M. Ashley, with Loss, if any, payable to John K. Hutton, Trustee, as Per Mortgagee Clause attached.

Attached to and made a part of policy No. 144531, Virginia Fire & Marine Insurance Company.

Agents.

No. 220.

MORTGAGEE CLAUSE WITH FULL CONTRIBUTION.
(N. Y. Standard.)

Loss or damage, if any, under this policy, shall be payable to John K. Hutton, Trustee as his mortgagee (or trustee), as interest may appear, and this insurance, as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; **Provided,** That in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same.

Provided also, That the mortgagee (or trustee) shall notify this company of any change of ownership or ncy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and, unless per- by this policy, it shall be noted thereon, and the mortgagee (or trustee) shall, on demand, pay the premium ch increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This company reserves the right to cancel this policy at any time as provided by its terms, but, in such case olicy shall continue in force for the benefit only of the mortgagee (or trustee) for ten days after notice to the agee (or trustee) of such cancellation, and shall then cease, and this company shall have the right, on like to cancel this agreement.

In case of any other insurance upon the within described property, this company shall not be liable under olicy for a greater proportion of any loss or damage sustained than the sum hereby insured bears to the whole t of insurance on said property, issued to or held by any party or parties having an insurable interest therein, er as owner, mortgagee or otherwise.

Whenever this company shall pay the mortgagee (or trustee) any sum for loss or damage under this policy all claim that, as to the mortgagor or owners, no liability therefor existed, this company shall, to the extent h payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, all securities held as collateral to the mortgage debt, or may at its option pay to the mortgagee (or trustee) hole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment ansfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mort-

(or trustee) to recover the full amount of his claim.

Attached to and forming part of Policy No. 144531 of the Virginia Fire & Marine Insurance Company of

Agent.

Note—Agents will sign and paste one on Policy, one on Daily Report, and one on Register.

All Available Text Successfully Captured

No. 209.

BRICK ON EDGE, TILE, CEMENT OR METAL FLUE WARRANTY.

In consideration of the reduced rate at which this policy is issued, it is warranted by the assured that the building and additions thereto described in this policy contains no brick-on-edge, tile, cement or metal flue; and it is further warranted that no such flue shall be erected during the term of this policy. If this warranty is violated in any particular, this policy shall be null and void.

Attached to and forming part of Policy No. 144551 of the Virginia Fire & Marine

Insurance Company, of

Agent.

Note—For use when flues are of brick laid flat. Without this warranty, rate to be advanced 25 cents per $100 per annum.

Note—Agents will sign and paste one on Policy, one on Daily Report, and one on Register.

All Available Text Successfully Captured

No. 144531

STOCK POLICY

CHARTERED 1832

VIRGINIA FIRE & MARINE INSURANCE COMPANY

RICHMOND, VIRGINIA.

Amount $ 900.00 Rate 3.09 & 1% Premium $ 19.45

In Consideration of the Stipulations herein named and of

Nineteen and 45/100 Dollars Premium File #1026

Does Insure C. W. Brinkley, Bertha B. Ashworth, Sydney R. Brinkley, Lyman Brinkley and Julia R. Brinkley for the term of One year

from the 10th day of June 19 20 at noon

to the 10th day of June 19 21 at noon

against all direct loss or damage by fire, except as hereinafter provided, to an amount not exceeding

NINE HUNDRED Dollars,

to the following described property while located and contained as described herein, and not elsewhere, to-wit:

C. W. Brinkley, Bertha B. Ashworth, Sydney R. Brinkley, Lyman Brinkley & Julia R. Brinkley, ASSURED.

$ 500. On one story shingle roof frame Building and Additions, including Foundations, Plate Glass, Wall Decorations, Plumbing, Steam, Gas and Water Pipes and Fixtures, Electric Wiring, Fixed Lighting and Heating Apparatus and equipment, Counters, Shelving and Drawers, Awning. and all Permanent Fixtures, as a part of the Building, occupied by tenant as a store and situate at Nurnsville, about six miles from Suffolk, Virginia.

$100. On the two story frame, shingle roof building and additions, including foundations and all permanent fixtures as a part of the building, occupied by assured as a dwelling, and situate at Nurnsville, about six miles from Suffolk, Va.

Flue Warranty attached.

Loss, if any, payable to as per Mortgagee Clause attached.

$ no other concurrent insurance permitted.

This insurance is effected subject to the conditions of the Three-Fourths Value, Lightning and Standard Time Clauses and Kerosene Oil Stove, Kerosene Oil and Powder, Electric Light and Power Permits.

Three-Fourths Value Clause—It is understood and agreed to be a condition of this insurance, that in the event of loss or damage by fire to the property insured under this policy, this Company shall not be liable for an amount greater than three-fourths of the actual cash value of each item of property insured by this policy (not exceeding the amount insured on each such item). at the time immediately preceding such loss or damage; and in the event of additional insurance—if any is permitted hereon--then this Company shall be liable for its proportion only of three-fourths such cash value of each item insured at the time of the fire, not exceeding the amount insured on each such item.

Lightning Clause—This policy also covers direct loss or damage to the property insured, by lightning (meaning thereby the commonly accepted use of the term "lightning," and in no case to include loss or damage by cyclone, tornado or windstorm) whether fire ensues or not; it being made a condition of this contract that if dynamos, exciters. lamps, motors, switches or other electrical appliances or devices are covered under this policy, this Company shall not be liable for any electrical injury or disturbance, whether from artificial or natural causes, unless fire ensues, and then only for the fire damage. It is also a condition of this contract that if there is other insurance upon the property damaged, this Company shall be liable only for such proportion of any direct loss or damage by lightning (except as above stated) as the amount hereby insured bears to the whole amount insured thereon, whether such other insurance contains a similar clause or not.

Standard Time Clause—It is understood and agreed that the word "noon" as used herein, in designating the beginning and ending of the term of insurance, refers to Standard Time at the place where the property is located.

Kerosene Oil Stove Permit—Permission is hereby granted to use two kerosene oil stoves, oil to be of not less than U. S. Standard, to be filled and trimmed by daylight only.

Kerosene Oil and Powder Permit—Permission granted to keep for sale not to exceed fifty pounds of powder and five barrels of kerosene or illuminating oil, the latter to be of not less than the United States standard, to be drawn and lamps filled by daylight, or at a distance of not less than 10 feet from artificial light.

Electric Light and Power Permit---Privilege is hereby granted to use electric lights, heat and power in the premises mentioned herein and to generate electricity, the apparatus and equipment being in full compliance with the National Electrical Code.

Attached to and made a part of Policy No 144531, Virginia Fire & Marine

Insurance Company

Agents

All Available Text Successfully Captured

This policy is made and accepted subject to the foregoing stipulations and conditions and to the following stipulations and conditions printed on the back hereof, which are hereby specially referred to and made a part of this policy, together with such other provisions, agreements, or conditions as may be indorsed hereon or added hereto, and no officer, agent, or other representative of this Company shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement indorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured unless so written or attached.

In Witness Whereof, this Company has executed and attested these presents, but this policy shall not be valid until countersigned, by the duly authorized manager or agent of the Company

at Suffolk, Virginia.

H. Lewis Jr. Secretary.

W. T. Palmer
President.

Countersigned at Suffolk, Va. this 10th day of June, 19 20

W. Wallace Williams Agent.

All Available Text Successfully Captured

CONDITIONS REFERRED TO IN BODY OF CONTRACT.

This company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or, if they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined, the sum for which this company is liable pursuant to this policy shall be payable sixty days after due notice, ascertainment, estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy. It shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value, and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be no abandonment to this company of the property described.

This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material fact or circumstance concerning this insurance or the subject thereof; or if the interest of the insured in the property be not truly stated herein; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

This entire policy, unless otherwise provided by agreement indorsed hereon or added hereto, shall be void if the insured now has or shall hereafter make or procure any other contract of insurance, whether valid or not, on property covered in whole or in part by this policy; or if the subject of insurance be a manufacturing establishment and it be operated in whole or in part at night later than ten o'clock, or if it cease to be operated for more than ten consecutive days; or if the hazard be increased by any means within the control or knowledge of the insured; or if mechanics be employed in building, altering or repairing the within described premises for more than fifteen days at any one time; or if the interest of the insured be other than unconditional and sole ownership; or if the subject of insurance be a building on ground not owned by the insured in fee simple; or if the subject of insurance be personal property and be or become incumbered by a chattel mortgage; or if, with the knowledge of the insured, foreclosure proceedings be commenced or notice given of sale of any property covered by this policy by virtue of any mortgage or trust deed; or if any change, other than by the death of an insured, take place in the interest, title, or possession of the subject of insurance (except change of occupants without increase of hazard) whether by legal process or judgment or by voluntary act of the insured, or otherwise; or if this policy be assigned before a loss; or if illuminating gas or vapor be generated in the described building (or adjacent thereto) for use therein; or if (any usage or custom of trade or manufacture to the contrary notwithstanding) there be kept, used, or allowed on the above described premises, benzine, benzole, dynamite, ether, fireworks, gasoline, greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine or other explosives, phosphorus, or petroleum or any of its products of greater inflammability than kerosene oil of the United States standard (which last may be used for lights and kept for sale according to law but in quantities not exceeding five barrels, provided it be drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for ten days.

This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commotion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all reasonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but liability for direct damage by lightning may be assumed by specific agreement hereon.

If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its contents shall immediately cease.

This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of debt, money, notes, or securities; nor, unless liability is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements, jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture, tools, or property held on storage or for repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise; nor for any greater proportion of the value of plate glass, frescoes, and decorations than that which this policy shall bear to the whole insurance on the building described.

If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract and a warranty by the insured.

In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this company.

This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed term, provided that any increase of hazard must be made known to this company at the time of renewal or this policy shall be void.

This policy shall be canceled at any time at the request of the insured; or by the company by giving five days' notice of such cancellation. If this policy shall be canceled as hereinbefore provided, or become void or cease, the premium having been actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the customary short rate; except that when this policy is canceled by this company by giving notice it shall retain only the *pro rata* premium.

If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the conditions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such interest as shall be written upon, attached, or appended hereto.

If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed, that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, shall, for the ensuing five days only, cover the property so removed in the new location; if removed to more than one location, such excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears to the value in all such new locations; but this company shall not, in any case of removal, whether to one or more locations, be liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the time of fire, whether the same cover in new location or not.

If fire occur the insured shall give immediate notice of any loss thereby in writing to this company, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and, within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this company, signed and sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire; the interest of the insured and of all others in the property; the cash value of each item thereof and the amount of loss thereon; all incumbrances thereon; all other insurance, whether valid or not, covering any of said property; and a copy of all the descriptions and schedules in all policies; any changes in the title, use, occupation, location, possession, or exposures of said property since the issuing of this policy; by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of fire; and shall furnish, if required, verified plans and specifications of any building, fixtures, or machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not interested in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary public shall certify.

The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies thereof if originals be lost, at such reasonable place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made.

In the event of disagreement as to the amount of loss the same shall, as above provided, be ascertained by two competent and disinterested appraisers, the insured and this company each selecting one, and the two so chosen shall first select a competent and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and damage, and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the expenses of the appraisal and umpire.

This company shall not be held to have waived any provision or condition of this policy or any forfeiture thereof by any requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for; and the loss shall not become payable until sixty days after the notice, ascertainment, estimate, and satisfactory proof of the loss herein required have been received by this company, including an award by appraisers when appraisal has been required.

This company shall not be liable under this policy for a greater proportion of any loss on the described property, or for loss by and expense of removal from premises endangered by fire, than the amount hereby insured shall bear to the whole insurance, whether valid or not, or by solvent or insolvent insurers, covering such property, and the extent of the application of the insurance under this policy or of the contribution to be made by this company in case of loss, may be provided for by agreement or condition written hereon or attached or appended hereto. Liability for re-insurance shall be as specifically agreed hereon.

If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or municipal, this company shall, on payment of the loss, be subrogated to the extent of such payment to all right of recovery by the insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such payment.

No suit or action on this policy, for the recovery of any claim, shall be sustainable in any court of law or equity until after full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire.

Wherever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage."

If this policy be made by a mutual or other company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may be written or printed upon, attached, or appended hereto.

ASSIGNMENT OF INTEREST BY INSURED.

*The interest of*_____*as owner of property covered by this Policy is hereby assigned to*_____

subject to the consent of **VIRGINIA FIRE & MARINE INSURANCE COMPANY, Richmond, Va.**

_____

(Signature of the Insured)

*Dated,*_____

NOTE,—To secure Mortgagees, if desired, the Policy should be made payable on its face to such Mortgagee, as follows: Any loss that may be ascertained and proven to be due *John Doe*, the assured under this Policy, shall be payable to *Richard Jones*, as interest may appear, subject nevertheless, to all conditions of the Policy.

CONSENT BY COMPANY TO ASSIGNMENT OF INTEREST.

VIRGINIA FIRE & MARINE INSURANCE COMPANY, Richmond, Va. *hereby consents that the interest of*_____*as owner of the property covered by this Policy be assigned to*_____

_____

(Signature for Company.)

*Dated,*_____

LOSS RECEIPT.

$_____ _____ 19____

Received of **Virginia Fire and Marine Insurance Company** by the hands of _____ the sum of _____ DOLLARS, in full satisfaction for all claims and demands whatsoever, for **Loss and Damage by Fire,** to property insured by said Company under this Policy, and which property was destroyed by fire on the_____day of_____19____, and in consideration whereof, this Policy is hereby_____

_____

☞The receipt must be for the **adjusted amount,** without deduction for discount.

HOME OFFICE,
No. 1015 Main Street,
RICHMOND, VA.

OFFICERS:

WM. H. PALMER, President.
E. B. ADDISON, Vice-President.
B. C. LEWIS, Jr., Secretary.
J. C. WATSON, Treasurer.
J. M. LEAKE, General Agent.

DIRECTORS:

WM. H. PALMER, FRED E. NOLTING,
E. B. ADDISON, WM. H. PALMER, Jr.
J. JORDAN LEAKE, H. L. CABELL,
O. H. FUNSTEN

STANDARD FIRE INSURANCE POLICY

READ YOUR POLICY

Expiration June 10th, 1911

Property Dwelling and store

Location Nurseryville, Va.

Am't, $ 900.00 **Premium, $** 12.15

Assured J. W. Brinkley et als

Poduco, N. C.

No. 144531

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once.

Va. F. & M. #144531

File #1,026

Received _____ 19 ___

from VIRGINIA FIRE AND MARINE INSURANCE COMPANY,

_____ Dollars,

being in full for return premium under this Policy, which is hereby cancelled and surrendered.

	Day	Mo.	Year
Date of Cancellation			
" Policy			
Time in Force			

Premium Paid - - - $ _____

" Earned - - $ _____

" ret'd to Assured $ _____

Cancelled at _____ Rate. _____

This Deed made this 28th day of July 1903 between George W Parker of the County of Nansemond and State of Virginia of the first part and John W Brinkley of said County and State of the second part.

Witnesseth: That for and in the Consideration of One hundred and twenty ($120.) Dollars the said party of the first part doth grant unto the said party of the second part with General Warranty all the following described tract of land in Cypress Magesterial District of said County bounded and described as follows:

Beginning at a stob on the "meadow Road" at the place known as Nurney's Station on the N & C R R at the bounds of said road and running along the bounds of said N & C R R S 46' W 81 feet to a stob in Benjamin De Ford's land standing on the bounds of said N & C R R. thence along said De Ford's line N 77 W 238 feet to a Cedar thence N 78½ W. 230 feet to a dead pine thence N 63¾ W 249 feet to a dead pine thence N 64¾ W 131 feet to a black gum a Corner in Henry Morgan or Augustus Morgan. thence along Morgan's line N 29 E 16 feet to a Corner with Robert D Boothe. thence N 85' E 968 feet along a new chopped line to a stob

on the "Meadow Road" a Corner with the said Boothe, thence along the road S 12½ E 418 feet to the point of beginning and containing six (6) acres.

Together with all and singular the appurtenances belonging to the same.

It being the same land Conveyed by Richard Talbert to George W Parker by deed dated Jany 1st 1903 See DB No 54 Page 141.

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

Witness the following signature and seal;

George W. Parker {Seal}

In the Clerk's Office of Nansemond County Court the 28th day of July 1903

This Deed was presented and acknowledged by the said George W Parker and thereupon admitted to record.

Teste:

L L Cooper Deputy
for R R Smith Clerk

George W Parker
To Deed of B & Sale
John W Brinkley

Admitted to record the
28th day of July 1903

Recorded in D. B. 54
Page 667.

1909- May 19.
Examined & verified
M. M. Watkins D.C.

Tax 50
Fee 125
Paid $1.75

This Deed, Made this 25th day of March in the year one thousand nine hundred and Nine between Jethro Byrd and Annie B. Byrd his wife of the County of Nansemond and State of Virginia of the first part, and John H Brinkley of the County of Nansemond and State of Virginia of the second part—

Witnesseth: That in consideration of the sum of Fifty five ($55.00) Dollars, the said Jethro Byrd and Annie B. Byrd his wife do grant unto the said John H Brinkley and to his heirs and Assigns Forever with GENERAL WARRANTY, all that Certain piece or parcel of land Situate lying and being in Chuckatuck Magisterial District County of Nansemond and State of Virginia Bounded and discribed as follows: Known as the James R Saunders Jr land and bounded on the West by the land of Emerly Jones or the land known as the Barnes land on the North by the lands of Landa B Skeeter formerly known as the Jason Skeeter land and on the South and East by the land of Emma Riddick said tract of land containing thirty four and one half (34½) acres be the same more or less. Sold in gross and not by the acre. Said land being the same land that Jethro Byrd purchased of Mrs Ida F Saunders by Deed and recorded in the Clerks Office of Nansemond County.

Together with all and singular the appurtenances belonging to the same.

The said Jethro Byrd and Annie B Byrd his wife covenant that they ha[ve] the right to convey the said land to the grantee; that they ha[ve] done no act to encumber the said land; that the grantee shall have quiet possession of the said land, free from all encumberances, and that they, the said part[ies] of the first part, will execute such further assurances of the said land as may be requisite.

Witness the following signature[s] and seal[s]

Witness
W B Harrell
J. B. Harrell

Jethro his X mark Byrd SEAL

Annie B Byrd SEAL

SEAL

STATE OF VIRGINIA,
County of Nansemond } To wit:

I, J B Harrell a Justice of the Peace for the county aforesaid, in the State of Virginia, do certify that Jethro Byrd and Annie B Byrd his wife whose name[s] are signed to the writing hereunto annexed, bearing date the 25th day of March, 1909, ha[ve] acknowledged the same before me in my county aforesaid.

Given under my hand this 25th day of March, 1909

J. B. Harrell J.P.

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

My ~~term~~ of office expires ..... day of ..... 190....

VIRGINIA:

In the Clerk's office of the Circuit Court of Nansemond County, the 25th day of March 1909:

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

Teste:

R R Smith, Clerk,

By A D Gomer, D. C.

50

Deed of Bargain and Sale.

Jethro Boyd Hufe

To

John W Brinkley

Admitted to Record this 25th *day of*
March, 1909

Recorded D. B. 66 *Page* 498

1909
May 19 *Examined and verified.*

M M Watkins D.C., *Clerk.*

By....., *D. C.*

$.....

Tax ..... $ 50

Fee ..... $ 125

Paid $ 175

PRINTED AND FOR SALE AT HERALD OFFICE, SUFFOLK, VA.

C. W. Brinkley et als.....Complainants

v. DECREE

Bertha B. Ashworth et als.....Defendants.

This cause came on this day to be again heard on the papers formerly read and on the report of Bradford Kilby, Commissioner in Chancery, filed on the 13th day of November, 1920, and it appearing from said report that the real estate described in the bill can not be conveniently divided in kind among the parties entitled to the same; that no party in interest will take the entire property and pay to the others such sums as their interest will entitle them to receive; that there can not be an allotment of part and sale of the residue, but that it will be to the interest of all parties that the said real estate be sold and the proceeds divided:

On consideration whereof, and by consent of parties, the court doth approve and confirm the said report and doth adjudge, order and decree that the said real estate be sold, and for that purpose doth appoint John K. Hutton as special commissioner, who, after advertising the time, place and terms of said sale for fifteen days by posting notices of the sale in numerous public places in the County of Nansemond and the City of Suffolk, shall proceed to sell at public auction, in front of the National Bank of Suffolk, Suffolk, Virginia, the parcels of land mentioned in the bill and proceedings in this suit, separately, for cash, except the parcel of land described in the bill as the store-house lot, situated at Nurney's Siding, Nansemond County, Virginia, which said lot shall be sold upon the following terms, to-wit: one-half cash and the residue upon the credit of twelve months, with interest from the date of sale, the deferred payment to be evidenced by the purchaser's note payable to the order of the court in this cause, and the title to the property to be retained until the whole purchase money is paid, and a conveyance directed, or the purchaser may pay the whole purchase money in cash.

The said special commissioner, however, shall not proceed to act ~~receive no money~~ under this decree until he shall enter into bond with sufficient surety in the Clerk's Office of this court, payable to the Commonwealth of Virginia, in the penalty of Three thousand Dollars, and conditioned for the faithful discharge of his duties hereunder, and such as any future decree that may be herein entered.

The said special commissioner shall report his proceedings hereunder to the court.

C. W. Brinkley et als

v. DECREE

Bertha B. Ashworth et als.

Enter the 13 day of
Nov. , 1920.

Jas. L. McLemore

Entered in Chancery
Order Book 5,
page 320

We consent:
C. W. Brinkley,
Mary H. Brinkley
Bertha B. Ashworth
R. B. Ashworth
by Saunders & Heaton, their attorneys

G. A. Jones, Guardian
ad Litem for infant
defendants

To C. W. Brinkley and Mary A. Brinkley,

and

Martha A. Ashworth,R.B.Ashworth,Sidney R. Brinkley,Lyman Brinkley, and Julia Brinkley,the last three being infants under the age of twenty-ne years,and G.A.Harris,Guardian ad Litem of said infants.

You are hereby notified that on the 2nd. day of October 1920,at the office of Saunders and Hutton in the City of Suffolk,Virginia,between the hours of 10 A.M. and 5 P.M.,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,Virginia,rendered on the 7th.day of September 1920 in the suit in Chancery pending in said court to which you are parties,plaintiff and defendant,to-wit:

(1) Whether the real property in the bill mentioned can be conveniently divided in kind between the several parties entitled to share therein.
(2) If the same can not be conveniently divided in kind,whether any party will take the entire property and pay therefor to the other parties such sums of money as their interest may entitle them to.
(3) And if the same can not be conveniently divided in kind and if no party will take the entire property and pay the others for their shares,whether the interest of those who are entitled to the said property or its proceeds will be promoted by a sale of the entire property or by the allotment of part and sale of the residue.
(4) The fee-simple and annual value of the said land.
(5) Whether or not there are any delinquent taxes or other liens against the said land.
(6) Whether all the proper parties in interest are before the Court.
(7) Any other matter deemed pertinent by the Commissioner or required to be stated by any party in interest.

Given under my hand as Commissioner in Chancery of said Court this 8th.day of September 1920.

Bradford Kilby

Commissioner in Chancery.

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

C. W Brinkley, Mary A Brinkley
Bertha B Ashworth and R Ashworth
by Summers & Hutton, their attorneys

G A Harris Guardian
ad Litem for infant
dependents.

Virginia,

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

C. W. Brinkley et al.)
)
v.) In Chancery.
)
Martha A. Ashworth et als.)

Commissioner's Office,

Suffolk, Va. November 5th. 1920.

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

In pursuance of the decree of the Circuit Court for the County of Nansemond pronounced on the 7th. day of September 1920, in the suit in chancery pending in said court between C. W. Brinkley et al., Complainants, and Martha A. Ashworth et als., Defendants, the undersigned, Bradford Kilby, one of the Commissioners in Chancery of said Court respectfully reports as follows:

That on the 8th. day of September 1920, your commissioner gave notice to the parties to said suit that he would proceed on the 2nd. day of October 1920, at the office of Saunders and Hutton in the City of Suffolk, Virginia, between the hours of 10 A.M. and 5 P.M. to make the several inquiries required by said decree to be made by one of the Commissioners in Chancery of said Court.

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

That on the said 2nd. day of October 1920, at the office of Saunders and Hutton in said city, between the hours of 10 A.M. and 5 P.M., your commissioner took the depositions of C.W.Brinkley, A.L. Brinkley, G.E.Babb and J.H.Brinkley touching said inquiries which depositions are herewith returned as part of this report.

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

(1)

The real property in the bill mentioned can not be conveniently divided in kind between the several parties entitled to share therein.

(2)

No party will take the entire property and pay therefor to the other parties such sums of money as their interest therein may entitle them to.

(3)

The interest of those who are entitled to said property or its proceeds will be promoted by a sale of the entire property rather than by an allotment of part and sale of the residue.

(4)

The fee-simple and annual value of the said land is as follows:

(1) The store-house lot at Nurney's Siding in Nansemond County, has a fee-simple value of about $1.500. Its annual value is about $120.

(2) The thirty-four acre tract in Nansemond County near Saunders Station has a fee-simple value of about $150. It has no annual value.

(3) The six acre tract in Nansemond County near Nurney's Siding has a fee-simple value of about $250. Its annual value is about $10.

(5)

All proper parties in interest are before the Court in this cause.

(6)

(6)

There are no delinquent taxes nor other liens against said land, except the taxes for the year 1920 which are now due and payable and amount to the sum of $3.68.

(7)

There is no other matter deemed pertinent by your commissioner or required to be stated by any party in interest, except that G. A. Harris, Guardian ad Litem, was present during taking of depositions herewith returned.

Respectfully submitted this 5th. day of November 1920.

Bradford Kilby

Commissioner in Chancery.

Comr's fee $ 30.

C. W. BRINKLEY, being dulysworn, deposes as follows:

Q. State your name, age, residence and occupation.

A. C. W. Brinkley, 28 years old, Roduco, N. C., track forman.

Q. Mr. Brinkley, you are the son of John W. Brinkley, deceased, are you not?

A. Yes, sir.

Q. When did your father die?

A. The 29th day of October, 1912.

Q. Did he leave any real estate, and if so, state what parcels of real estate he left.

A. He left two pieces of land, one piece contains six acres and the other thirty-four and a half, I think, in Nansemond County, Virginia. He also left one acre of land, the store lot, at Nurneys Siding, Nansemond County, Virginia, known as the store lot.

Q. What in your opinion is the value of the store lot?

A. I should think about think about twelve or fifteen hundred dollars, between that.

Q. What in your opinion is the value of the parcel of land near Saunders Station?

A. I should think it would be worth some where around a hundred and forty or fifty dollars.

Q. How many acres in that parcel of land?

A. Thirty-four and a half.

Q. Why do you value that land at such a small sum.

A. Because it is out of reach where it would be to any value to any public place. It is back woods property and low ground.

Q. Is there any land in cultivation?

A. No, sir.

Q. Is there any timber on the land?

A. Very little bit.

Q. You think then, that $150.00 would be a fair price for that piece of land?

A. Yes, sir, something like it.

Q. How about the six acre tract at Nurneys Siding?

A. Somewhere between two and three hundred dollars.

Q. Are there any buildings on the six acre tract?

A. No, sir.

Q. Is there any portion of the six acre tract in cultivation?

A. I think there is somewhere about three acres or half of it I know is in cultivation.

A. Are there any buildings on the thirty-four and a half acre tract?

A. No, sir.

Q. How about the lot known as the store house lot?

A. There is a store there and a dwelling, outbuildings, stables and barns.

Q. What do you think the store lot would rent for?

A. I guess ir would rent for about $10.00 a month, ten or twelve dollars.

Q. The thirty-four and a half acre tract?

A. I don't know whether it would rent for anything.

Q. What would the six acre tract rent for?

A. I reckon about $10.00 a year.

Q. Do you think, Mr. Brinkley, that this real estate can be properly and fairly divided in kind among the parties interested in the same.

A. No, sir, I do not.

Q. As a matter of fact, the store house lot is worth considerably more than all the rest of it put together; is that true?

A. Yes, sir.

Q. State whether in your opinion the interest of those who are entitled to the said property, or its proceeds, would be promoted by a sale of the entire property or by an allotment of part and sale of the residue.

A. I would be best to sell it all.

Q. Will you please name the heirs at law of your father, Mr. Brinkley?

A. Bertha B. Ashworth, Sidney R. Brinkley, Lyman Brinkley, Julia Brinkley and myself, C. W. Brinkley.

Q. Are any of these parties infants?

A. Three, Sidney R. Brinkley, Lyman Brinkley and Julia Brinkley.

Q. Who is R. B. Ashworth?

A. My sister, Bertha Ashworth's, husband.

Q. Who is Mary A. Brinkley?

A. She is my wife, wife of C. W. Brinkley.

Q. Is your mothing living or dead?

A. Dead.

Q; Are any of the infant parties married?

A. No.

Q. Will any one of these parties take the entire property and pay the rest for their shares?

A. No, sir, I don't think so.

Q. The following are made parties to this suit; C. W. Brinkley, Mary A. Brinkley, Martha A. Ashworth, R. B. Ashworth, Sidney R. Brinkley, Lyman Brinkley and Julia Brinkley. Please state whether or not these are all of the parties who have any interest in the real estate which is the subject of this suit.

A. Yes.

And further this deponent saith not.

C. W. Brinkley.

A. L. BRINKLEY, being duly sworn, deposes as follows:

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

A. A. L. Brinkley, 46 years old, Nansemond County, Virginia, section master.

Q. What relation were you to John W. Brinkley, deceased, who was the father of Mr. C. W. Brinkley, who has just testified?

A. His brother.

Q. Are you familiar with the real estate of which Mr. John W. Brinkley died seized and possessed?

A. Yes, sir.

Q. You have just heard Mr. C. W. Brinkley testify, have you not?

A. Yes, sir.

Q. Are the parcels of land that he mentioned all the real estate owned by Mr. Brinkley at the time of his death?

A. Yes, sir, all that I know.

Q. Please state the value of the lot known as the store house lot in your opinion.

A. Well, it is worth about twelve or fifteen hundred dollars in my opinion.

Q. What would it rent for?

A. About $10.00 a month.

Q. State the value of the thirty-four acre tract near Saunders Station.

A. About $150.00.

Q. What would it rent for?

A. It would not rent for anything.

Q. State the reason for your valuation of the thirty-four acre tract.

A. Well, for the simple reason it is in the woods - coposon. I has not got any timber on it no more than bushes. It is some distance from any road.

Q. What is the value of the six acre tract?

A. About $250. or $350.

Q. Would it be convenient to divide this land in kind among the parties interested in it?

A. A. No, sir.

Q. State some reason why you think so?

A. Some pieces of the land are woth a good more than the other. I would not pay to chop it up and of course the store house lot could not be divided anyway.

A. Do you know whether any party in interest will take this entire property and pay the others for their shares?

A. No, sir.

Q. Do you think it would be to the interest of all parties interest to sell the entire land rather than an allotment of part and sale of the residue?

A. Yes, sir. I would be better to sell it all, the whole land, I think. It would be best any way to sell it as a whole and give more satisfaction to all parties.

Q. State the rental value of the thirty-four acre tract and the six acre tract?

A. The thirty-four acre tract would not rent for anything, and the six acre tract would rent for about $10.00 a year.

Q. Do you know the heirs at law of John W. Brinkley?

A. Yes, sir.

Q. These are the parties to this suit. C. W. Brinkley, Mary A. Brinkley, Martha A. Ashworth and R. B. Ashworth, Sidney R. Brinkley, Lyman Brinkley and Julia Brinkley. Are they all the people who have any interest in this land?

A. Yes, sir.

And further this deponent saith not.

A L Brinkley

G. E. BABB, being duly sworn, deposes as follows:

Q. Please state your name, age, residence and occupation.

A. J. E. Babb, 49 years old, been living for twenty years within three hundred yards of the place until last Christmas. I mean Nurneys Siding, this land that you are speaking about.

Q. You have heard all the witnesses testify so far, have you not?

A. Yes, sir.

Q. What do you think about the value of these three tracts of land?

A. I think $1200.00 or $1500.00 for the store house lot is a fair value and the six acre tract I think $40.00 an acre or $240.00 or $250.00, and for the thirty-four acre tract $150.00 I would call a good value. It is an out of the way place, out in the woods to itself and very little value and won't bring anything.

And further this deponent saith not.

G E Babb

J. H. BRINKLEY, being duly sworn, deposes as follows:

Q. State your name, age, residence and occupation.

A. J. H. Brinkley, 50 years of age, Nansemond County, Va., farmer.

Q. Are you familiar with the real estate that Mr. John W. Brinkley left at the time of his death?

A. Yes, I suppose so.

Q. You live in the neighborhood, do you not?

A. I live about a quarter of a mile from the station - Nurneys Siding.

Q. What in your judgment is the value of the store house lot and its fee simple value?

A. About $1200.00 fee simple value and annual value about $10.00 I reckon.

Q. What is the value of the thirty-four and a half acre tract?

A. About $150.00 is enough for it.

Q. What would it rent for.

A. I don't think it would rent for anything?

Q. What is the value of the six acre tract of land at Nurneys Siding?

A. About $250.00, about $40.00 an acre.

Q. What would that rent for?

A. I rented it a year or two after my brother died for $10.00 a year.

Q. What relation are you to John W. Brinkley, deceased?

A. Brother.

Q. You have heard the testimony of Mr. C. W. Brinkley and Mr. A. I. Brinkley, have you not?

A. Yes.

Q. State whether or not the parties named by them are all the parties who have any interest in this real estate?

A. Nobody has any interest except those that were named by the other witnesses.

Q. Please state whether ot not this property could be conveniently divided in kind among the parties.

A. I don't see how they could do it and give satisfaction.

Q. State whether ot not it would be to the best interest of the parties to sell the entire property and divide the proceeds or an allotment of part and sale of the residue?

A. It looks to me that it would be best to sell it all.

Q: Will any party take all the property and pay the others for their shares?

A. Nobody wants it.

And further this deponent saith not.

Witness: Fay Irving J. H. Brinsley his mark

REPORT.

C. W. Brinkley et al.

v.

Bertha B.Ashworth et als.

1920 Nov. 13. Filed
In Chancery. J.L.M.

Report of Bradford Kilby,
Commissioner in Chancery,
under decree of Sept.7th.
1920.

Filed November _____1920.

_____

Clerk.

BRADFORD KILBY
Attorney at Law
SUFFOLK, VIRGINIA.

Baltimore Office Supply Company, Baltimore, Md.

C. W. Brinkley et al.....Complainants

vs. PETITION OF SIDNEY R. BRINKLEY

Bertha B. Ashworth.....Defendants.

TO THE HONORABLE CIRCUIT COURT OF NANSEMOND COUNTY:

Your petitioner, Sidney R Brinkley, represents to the court that he is one of the five heirs at law of John W. Brinkley, deceased, and as such, entitled, as shown by the report of the Special Commissioner, duly filed in this cause, to the sum of FOUR HUNDRED EIGHTY-FIVE and 21/100 ($485.21) DOLLARS; that your petitioner, who was an infant at the time this suit was brought, has become twenty-one years of age since the last decree was entered in this cause. Your petitioner respectfully asks that the said sum of FOUR HUNDRED EIGHTY-FIVE and 21/100 ($485.21) DOLLARS be paid to him. And your petitioner will ever pray,

Summers & Martin
counsel.

Sidney R. Brinkley
by counsel

STATE OF VIRGINIA,

City of Suffolk, to-wit:

This day personally appeared before me, Ray Lavine, a Notary Public for the City aforesaid, in the State of Virginia, C. W. Brinkley, and made oath before me in my City aforesaid that Sidney R. Brinkley, who is one of the parties to the suit now pending in the Circuit Court of Nansemond County under the style of C. W. Brinkley et al v. Bertha B. Ashworth et als, is the brother of the affiant and is now twenty-one years of age.

Given under my hand this 22nd day of December, 1921.

Ray Lavine
Notary Public.

C. W. Brinkley et al

v. PETITION OF SIDNEY R. BRINKLEY.

Bertha B. Ashworth et als.

1922 January 31. Filed
J.L.M.

60790

SAUNDERS & HUTTON
Attorneys at Law
Suffolk, Va.

C. W. Brinkley et al.....Complainants

vs. DECREE.

Bertha B. Ashworth et als.....Defendants.

This cause came on again this day to be heard on the papers formerly read and the report of John K. Hutton, Special Commissioner, with exhibits, this day filed, to which report there is no exception, and was argued by counsel.

On consideration whereof, it appearing from said report and exhibits that the said John K. Hutton, Special Commissioner, has properly disbursed the sum of TWENTY-FOUR HUNDRED FORTY-SEVEN and 50/100 ($2447.50) DOLLARS, that being the amount in his hands for disbursement, as shown by the decree entered in this cause on the 31st day of January, 1922, and that the said Special Commissioner, as directed by said decree, deposited to the credit of the Court in the National Bank of Suffolk, Suffolk, Virginia, the sum of NINE HUNDRED SEVENTY and 42/100 ($970.42) DOLLARS on savings account, one half of which sum belongs to Julia Brinkley and one half to Lyman Brinkley; and it further appearing from said report and exhibits therewith filed that Julia Brinkley died since the last decree was entered in this cause and that George A. Babb is the duly qualified administrator of said Julia Brinkley, deceased, and is also the duly qualified guardian of Lyman Brinkley, an infant, and desires to have the said sums of money deposited in the bank as aforesaid paid to him respectively as such administrator and guardian: the court doth adjudge, order and decree that the said George A. Babb as such administrator and guardian do check on the said National Bank on an attested extract of this decree, for the respective sums due Julia Brinkley and Lyman Brinkley as aforesaid, together with the accumulated interest thereon. And there remaining nothing further to be done in this cause, the same is ordered stricken from the docket.

C. W. Brinkley et al

vs. DECREE

Bertha B. Ashworth et als.

Enter the 25th day of

November, 1922.

Jas L McLemore,

Entered in Chancery Order
Book 31, page 403

145

C, W. Brinkley and Mary A. Brinkley, his wife.....Complainants

v.

Martha A. Ashworth and R. B. Ashworth, her husband, Sidney R. Brinkley, Lyman Brinkley, and Julia Brinkley, the last three being infants under the age of twenty-one years.....Defendants.

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND.

The answer of Sidney R. Brinkley, Lyman Brinkley and Julia Brinkley, infants under the age of twenty-one years, by G. A. Harris (a discreet and competent attorney at law), their guardian ad litem assigned to defend them in this suit, and the answer of the said G. A. Harris, guardian ad litem of the said infant defendants, to a bill of complaint exhibited against the said infants and others by C. W. Brinkley and Mary A. Brinkley, his wife, in the Circuit Court of the County of Nansemond.

For answer to the said bill the said infant defendants by their said guardian ad litem answer and say that being of tender years they do not know what their true interests are in relation to the subject-matter of the said bill, nor do they know whether the statements therein contained are true or not. They confide the protection of their interest therein to the care of the court. And the said guardian ad litem of the said infant defendants for answer to the said bill answers and says that he known nothing as to the truth or falsity of the statements in the bill contained. He prays full protection for the infant defendants. And now, having fully answered, these defendants pray to be hence dismissed, with their costs by them in this behalf expended.

By G A Harris
Guardian ad Litem

Sidney R. Brinkley
Lyman Brinkley
Julia Brinkley

G A Harris Jr Guardian ad Litem of the said infants.

C. W. Brinkley et als

v. Answer of Guardian ad Litem for Infant Defendants.

Bertha B
~~Martha A.~~ Ashworth et als.

1920 Sept 7. filed
J. L.M

C. W. Brinkley and Mary A. Brinkley, his wife,.....Complainants

v.

Martha A. Ashworth and R. B. Ashworth, her husband, Sidney R. Brinkley, Lyman Brinkley and Julia Brinkley, the last three being infants under the age of twenty-one years.....Defendants.

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND.

The joint and separate answer of Martha A. Ashworth and R. B. Ashworth to a bill in equity exhibited against them and others in the Circuit Court of the County of Nansemond by C. W. Brinkley and Mary A. Brinkley, his wife.

These respondents saving and reserving to themselves the benefit of all just exceptions to the said bill of complaint, for answer to the said bill say that they believe the statements therein made are true. These respondents do not object to the sale of the land as prayed for in the said bill. These respondents do not believe that the land mentioned in the bill can be conveniently divided in kind, and believe it to be to the best interest of all concerned that the said land be sold and the proceeds divided among the parties entitled thereto.

And now having fully answered, they pray to be hence dismissed with their reasonable costs by them in this behalf expended.

Martha A Ashworth
R. B. Ashworth
by Saunders & Hunter
Counsel

C. W. Brinkley et als

v. Answer of Martha A. Ashworth and R. B. Ashworth

~~Martha A.~~ Burhard Ashworth et als.

1920 Sept. 7. filed J.L.M.

C. W. Brinkley and Mary A. Brinkley, his wife.....Complainants

v. BILL

Bertha B. Ashworth and R. B. Ashworth, her husband, Sidney R. Brinkley, Lyman Brinkley and Julia Brinkley, the last three being infants under the age of twenty-one years.....Defendants.

TO THE HONORABLE CIRCUIT COURT OF NANSEMOND COUNTY.

Your complainants, C. W. Brinkley and Mary A. Brinkley, his wife, respectfully represent:

1. That John W. Brinkley, the father of C. W. Brinkley, one of the complainants, was in his life time seized and possessed of certain real estate situated in Nansemond County, Virginia, and described as follows:

First: All that certain lot of land, with buildings thereon and appurtenances thereto, containing about one (1) acre, more or less, situated in Cypress Magisterial District, Nansemond County, Virginia, at Nurney's Siding, and bounded on the North by the land of C. M. Ashley, on the East by the land of A. L. Brinkley, on the South by the land of Thad Tyndale, and on the West by the land of G. A. Babb. The said property was devised to the said John W. Brinkley by his father, Henry Brinkley, by will duly recorded in said Clerk's Office of the Circuit Court of Nansemond County.

Second: All that certain tract of land in Cypress Magisterial District, in Nansemond County, Virginia, bounded and described as follows: Beginning at a stob on the "Meadow Road" at the place known as Nurney's Station on the N. & C. R. R., at the bounds of said road and running along the bounds of said N. & C. R. R. S. 46' W. 81 feet to a stob on Benjamin DeFord's land, starting on the bounds of said N. & C. R. R. thence along

said DeFord's line N. 77 W. 238 feet to a cedar, thence N. 78-1/2 W. 230 feet to a dead pine, thence N. 63-3/4 W. 249 feet to a dead pine, thence N. 64-3/4 W. 121 feet to a black gum, a corner on Henry Morgan or Augustus Morgan, thence along Morgan's line N. 20 E. 16 feet to a corner with Robert D. Boothe, thence N. 85' E. 968 feet along a new chopped line to a stob on the "Meadow Road" a corner with the said Boothe, thence along the road S. 12-1/2 E. 418 feet to the point of beginning and containing six (6) acres, together with all and singular the appurtenances belonging to the same; it being the same land conveyed to John W. Brinkley by George W. Parker, by deed dated the 28th day of July, 1903, and duly recorded on July 28, 1903, in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book 54, page 667.

Third: All that certain piece or parcel of land situated, lying and being in Cypress Magisterial District, in Nansemond County, Virginia, bounded and described as follows: Known as the James R. Saunders, Jr., land and bounded on the North by the lands of Lauder B. Skeeter, formerly known as the Jason Skeeter land, on the South and East by the land of Emma Riddick, and on the West by the land of Emorly Jones or the land known as the Barnes land, said tract of land containing thirty-four and one half (34-1/2) acres, be the same more or less, sold in gross and not by the acre, together with all and singular the appurtenances belonging to the same; it being the same land conveyed to John W. Brinkley by Jethro Byrd and wife, by deed dated March 24, 1909, and duly recorded on March 25, 1909, in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book No. 66, at page 498.

2. That the said John W. Brinkley, while so seized and possessed of said land, on or about the 21st day of Oct, 1912, died intestate, leaving five children as his sole heirs

at law, namely, C. W. Brinkley, Bertha B. Ashworth, Sidney R. Brinkley, Lyman Brinkley and Julia Brinkley. That Mary A. Brinkley is the wife of C. W. Brinkley and R. B. Ashworth is the husband of Bertha B. Ashworth.

3. That the real estate is, as the complainants believe, susceptible of partition among the parties entitled thereto; but should the property not be divisible in kind, the complainants believe, and here state, that the interest of those who are entitled to the said real estate, or its proceeds, will be promoted by a sale of the whole or by an allotment of part and sale of the residue.

In consideration whereof, and forasmuch as your complainants are remediless in the premises, save by the aid of a court of equity, they pray that the same Bertha B. Ashworth and R. B. Ashworth, her husband, Sidney R. Brinkley, Lyman Brinkley and Julia Brinkley may be made parties defendant to this bill, and required, but not on their oaths, to answer the same, the oaths being hereby waived, the said adults in their own proper person and the infants by a guardian ad litem, that a proper guardian ad litem be appointed in this cause for said infants, who shall also answer this bill; that proper process issue, that the estate be divided between the parties entitled thereto, or else, if it can not be so divided, that it may be sold and the proceeds divided among the adult and infant parties according to their respective rights, the shares of the infants to be held as directed by the statute for such cases made and provided, that all proper orders and decrees may be made, accounts taken and inquiries directed; and that your complainants may have all such further and other and general relief in the premises as the nature of their case may require or to equity shall seem meet.

C. W. Brinkley
Mary A Brinkley
Complainants.

Saunders & Hutson
Counsel

C. W. Brinkley et als

v. B I L L

Bertha B. Ashworth et als.

1920 Sept. 7. filed Jam

SAUNDERS & HUTTON
Attorneys at Law
Suffolk, Va.

Steam Car Theatre

Gift Sketches

Architectural

WOODWARD & ELAM,
INSURANCE
OF ALL KINDS.
SUFFOLK, VA.

Hand Drawn

Nov. 25 - 1920

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