1923-008
Nansemond Co (Suffolk) Chancery Causes: Frank Brown & wife et al vs Beatrice Brown, infant et al

Jordon, Goode, Pinner, Turner, Reid, Smith, Hosier, Norfleet

Folder 1 of 2

This Deed, Made this....24thday of.....June.....in the year one thousand nine hundred and..ten (1910).....between.....John B.Pinner and Willie G.Pinner his wife.,of the County of Nansemond,State of Virginia.,parties .....of the first part, and Verona Goode,of the same County and State,party .....of the second part—

WITNESSETH: That in consideration of the sum of.....Eighty .....Dollars the said ...John B.Pinner and Willie G.Pinner,his wife .....do.....grant unto the said Verona Goode ..... with GENERAL WARRANTY,all that certain piece,parcel or lot of land situated on that plat of building lots in the Eastern suburbs of the town of Suffolk,County and State aforesaid, known as "West Jericho" and described as follows.Beginning at a certain point on the West side of Third Street in said West Jericho four hundred and eighty (480) feet North of and distant from the Northwest corner of said Third Street and Railroad Avenue and running from said point Northwardly along and fronting on the said Third Street forty (40) feet,thence running Westwardly at a right angle to the said Third Street one hundred and twenty(120) feet,thence running Southwardly in a line parallel with the said Third Street forty (40) feet and thence running Eastwardly in a straight line one hundred and twenty (120) feet to the point of beginning,said land sonstituting and being lot number Sixty-one (61) as will appear by reference to a map of said "West Jericho" duly recorded in the Clerk's Office of Nansemond County,in Deed Book No.22,page 304.

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

The said John B. Pinner and Willie G. Pinner, his wife covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land, that the grantee shall have quiet possession of the said land, free from all encumbrances, and that they the said parties 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..

John B. Pinner (SEAL)

Willie G. Pinner (SEAL)

(SEAL)

STATE OF VIRGINIA

County of Nansemond } **to-wit:**

I, H. Woodward a Notary Public for the County aforesaid, in the State of Virginia, do certify that John B. Pinner and Willie G. Pinner, his wife

Whose names are signed to the writing hereunto annexed, bearing date the 24th day of June, 1910., have acknowledged the same before me in my County aforesaid.

Given under my hand this 25th day of June 1910

H. Woodward, N. P.

My term of office expires on the 28th day of November 1912

MEMO—To be acknowledged before any officer authorized to take acknowledgements.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the 4th day of August 1910

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

TESTE:

R. R. Smith, Clerk

A true copy:

Teste:----------Clerk By.. A. L. Twitty, D. C.

COPY

Deed of Bargain and Sale

John B. Pinner and wife

To

Verona Goode

Admitted to record this day of 4th

August 1910 ~~1912~~

Recorded D. B. 70 Page 68

Examined and verified.

_____, Clerk

By _____, D. C.

$_____

Tax _____ $_____

Fee _____ $_____

$_____

C. R. Wallace & Co., Print, Suffolk, Va.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Frank Brown et als Complainants vs Beatrice Brown et als Defendants	Petition

We, Frank Brown, Romie Brown, James Brown and Alice Jordan respectfully represent that James Turner Sr. was the husband of Frances Turner; that Frances Turner died July 26, 1921; that Verona Goode from whom the property in this suit was inherited and who was the sister of Frances Turner, died January 14, 1921; that James Turner Jr. an infant, is the child of James Turner Sr. and Frances Turner, deceased; that said James Turner Sr. wilfully abandoned and deserted his wife Frances Turner in September 1915 without cause; and that such desertion and abandonment continued until the death of Frances Turner on July 26, 1921.

In consideration whereof your petitioners pray that the curtesy right of James Turner Sr. in the share of his wife Frances Turner be declared to be barred.

Frank Brown

Romie Brown

James Brown

alice Jordan

Petitioners

by Counsel

STATE OF VIRGINIA

CITY OF SUFFOLK.....TO-WIT:

I, [illegible] a Notary Public for the City aforesaid for the State of Virginia do certify that Frank Brown, Romie Brown, James Brown and Alice Jordan have this day personally appeared before me in my said City and made oath before me that the statements contained in said petition are true.

Given under my hand this 12 day of February 1923.

[illegible]
Notary Public

FRANK BROWN ET ALS*.*.COMPLAINANTS

VS PETITION

BEATRICE BROWN ET ALS

DEFENDANTS

Filed 2-24-23

G. E. Dunbar Clerk

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA

IN THE CIRCUIT COURT OF NAN EMOND COUNTY:

Frank Brown et als Complainants	:	
Vs	:	Petition
Beatrice Brown et als Defendants	:	

TO THE HONORABLE JAMES L. MCLEMORE, JUDGE OF SAID COURT:

Your petitioners, Romie Brown and Frank Brown respectfully represent:

That the said Romie Brown is the uncle of Beatrice Brown, being the brother of Mason Brown, deceased, who was the mother of said Beatrice Brown; that the said Beatrice Brown has been living with said Romie Brown, her uncle and his family ever since the death of her mother, and he stands in the place of a parent of said Beatrice Brown; that he has been supporting,maintaining and educating said Beatrice Brown ever since the death of her mother Mason Brown; that the amount due said Beatrice Brown in this suit will be far less than FIVE HUNDRED ($500.00) DOLLARS:

In consideration whereof your petitioner, Romie Brown prays that Hugh L. Holland Special Commissioner in this suit be authorized to pay over to him, the said Romie Brown, uncle of said Beatrice Brown, the share due to the said Beatrice Brown in this suit, for her education,maintenance and support.

Your petitioner, Frank Brown respectfully represents that he is the uncle of Lillian Brown, and infant, and also the uncle of James Turner Jr, an infant; that he is the brother of Mason Brown, deceased, who was the mother of said Lillian Brown, and that he is the brother of Frances Turner, deceased, who was

the mother of James Turner Jr; that both said infants are living with him and his family; that he has been educating maintaining and supporting both of them ever since the deaths of their mothers respectively.

In consideration whereof, your petitioner, Frank Brown, respectfully prays that Hugh L. Holland Special Commissioner in this suit be authorized to pay over to him, Frank Brown, the shares of Lillian Brown and James Turner Jr. in this suit, for their education, maintenance and support, the shares of said infants respectively being far less than FIVE HUNDRED ($500.00) DOLLARS each.

Romie Brown

Frank Brown

By Counsel

Petitioners

Hugh L. Holland

Counsel

STATE OF VIRGINIA

CITY OF SUFFOLK.....TO-WIT:

I, Hugh L. Holland, a Notary Public for the City aforesaid for the State of Virginia do certify that Romie Brown and Frank Brown whose names are signed to the foregoing petition, have this day personally appeared before me in my said City and made oath before me that the statements contained in said petition are true.

Given under my hand this 12 day of February 1923.

Hugh L. Holland

Notary Public

FRANK BROWN ET ALS

COMPLAINANTS

VS PETITION

BEATRICE BROWN ET ALS

DEFENDANTS

Pltf's 8-24-33

G. B. Amory Jr.
Clerk

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA.

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND.

FRANK BROWN, and others

.....COMPLAINANT.

Vs: Petition of James Turner, Jr.

BEATRICE BROWN, and others

.....DEFENDANTS.

The undersigned, James Turner, Sr, respectfully represents that he is the husband of Frances Turner, deceased, who died July 26th, 1921, and he is the father of James Turner Jr, one of the infant defendants in this suit, that his deceased wife, Frances Turner was the sister of the Verona Goode, who died seized and possessed of the real estate in the bill of proceedings, mentioned, that the said Verona Goode died after the death of his wife Frances Turner, that he is therefore, entitled to a curtesy right in the interest of his deceased wife, Frances Turner, that his name was inadvertently omitted at the time of the institution of this suit, and he therefore, asks to be made one of the parties complainant in this suit.

Respectfully submitted,

James Turner Sr

by Hugh D Wallace

his atty

FRANK BROWN, and others

Vs: Petition of James Turner, Jr.

Beatrice Brown, and others

Octo. 31. 1922 filed
J. L.M

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Frank Brown and Amy Brown, his wife; Romie Brown and Lucy Brown, his wife; James Brown and Celesten Brown, his wife; Alice Jordan and Richard Jordan, her husband, Complainants.	
v.	PETITION
Beatrice Brown, Lillian Brown and James Turner (all three of the said defendants being infants under the age of fourteen (14) years.) Defendants.	

To the Honorable James L. McLemore, Judge:

Your petitioners, Jessie Goode, in her own right, and as next friend of Julia Reid and William Reid, infants, respectfully represent:

1. That Luther Goode and Tempie Goode were married in the year 1884 in the State of North Carolina, and the following named parties were the issue of the marriage: Dora Goode, who departed this life in the month of January, 1922, leaving as her heirs two children, Julia Reid, age six years, and William Reid, age four years; Jessie Goode, now Smith; Eva Goode, who departed this life in the year 1921, and Eddie Goode, who left Suffolk about the year 1905 and believed to be dead.

2. That on the 16th day of January, 1897, Luther Goode and Tempie Goode negotiated with John B. Pinner for the purchase of Lot No. 61, West Jericho, which is fully described in the Bill filed in this cause, reference to which is hereby made. That after negotiating for purchase of said property as aforesaid, and the payment of the first payment upon same, Luther Goode abandoned all idea of jointly purchasing said property, wilfully

deserted Tempie Goode and went to Newport News to live. That Tempie Goode and her said children periodically made payments upon said property until the year 1905 when Tempie Goode departed this life, leaving unpaid a small balance on the purchase price of said property. That after the death of said Tempie Goode the said Luther Goode married Verona Brown on the 16th day of June, 1906, and learning that all payments, save and except one, had been made on said property, the said Luther Goode craftily, fraudulently and deceitfully and in derogation and fraud of the rights of the said children and heirs of Tempie Goode and with the intent to hinder, delay and defraud his creditors, procured a deed to said property in the name of Verona Goode, who had no interest in this property or right to have the same conveyed to her as grantee. Reference is here made to the cause of Richard Henry Harris v. Verona Goode and others in the Circuit Court of Nansemond County, Virginia.

3. That the said children of Tempie Goode were infants of tender years and incapable of protecting their rights at date of deed conveying said property to said Verona Goode, and had no knowledge of the fraud until shortly before the death of Luther Goode in the month of January, 1921, and they are entitled to the legal title to the said premises or the funds derived from sale of same.

4. That on the 31st day of October, 1922, a decree was entered in this cause appointing special commissioner for the purpose of selling the said property. That the said property has been advertised for sale on the 16th day of November, 1922. That your petitioners desire to be heard concerning the matter involved in the above-entitled suit and to become parties defendant thereto, that the said intervenors do hereby file this appearance and intervention and respectfully pray this honorable

court to allow your petitioners to become parties defendant to said suit. That the rights of the said infants will be protected and that the court will not enter a decree of distribution and that the funds derived from sale of said property be held until all interests are determined and rights fully adjudicated.

Jessie Goode
in her own right

Chas. B. Godwin Jr.
Thos. L. Woodward
Solicitors for Complainants

Jessie Goode
as next friend of
Julia Reid & William Reid
infants under the age
of 21 years

VIRGINIA:
IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

Frank Brown, et als,

v.

Beatrice Brown, et als.

P E T I T I O N

1922 Nov. 16. filed
J.H.M.

Law Offices of
JAMES H. CORBITT
SUFFOLK, VIRGINIA

The Linden Printing Company, Hartford, Connecticut, U.S.A.

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND, VIRGINIA.

MARCH 1st. 1923

FRANK BROWN ET ALS.....COMPLAINANTS

VS

BEATRICE BROWN ET ALS.....DEFENDANTS

This cause came on this day to be finally heard on the papers formerly read and on the report of Special Commissioner Hugh L. Holland, this day filed by leave of Court, to which report there is no exception, and was argued by Counsel.

On consideration whereof, it appearing to the Court that the said Special Commissioner Hugh L. Holland, has collected the purchase price of the land mentioned and described in the bill and proceedings; has conveyed said land to the purchaser thereof by deed with special warranty; has paid the costs of this suit and the expenses of sale; and has distributed the proceeds arising from said sale in accordance with decrees entered herein on November 18th 1922 and February 24th 1923, all of which disbursements are accompanied by proper vouchers, the Court doth ratify, approve and confirm the said report of Hugh L. Holland, Special Commissioner, and there be nothing remaining to be done in this suit, it is ordered that the same be stricken from the docket.

FRANK BROWN ET ALS

COMPLAINANTS

VS DECREE

BEATRICE BROWN

DEFENDANTS

Enter Dec 21. 1923.

J. L. W Squire,

#5- Fg 417

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Frank Brown and others

Vs: Demurrer and Answer

Beatrice Brown and others

To the Honorable James L. McLemore, Judge:

The undersigned Frank Brown and Amy Brown his wife; Romie Brown and Lucy Brown his wife; James Brown and Celesten Brown his wife; Alice Jordan and Richard Jordan her husband; James Turner Sr, Beatrice Brown, Lillian Brown and James Turner Jr, the last three of whom are infants under the age of fourteen years and represented by John K. Hutton their guardian ad litem respectfully state that they were the original parties to this suit; that they are the heirs at law of Verona Goode, deceased, as shown by the report of Commissioner Bradford Kilby in this suit; and they further respectfully represented as follows:

1. That they deny each and every allegation set forth in the petition of Jessie Goode, in her own right and as next friend of Julia Reid and William Reid, infants, filed in this cause.

2. That the said petitioners have no right title or interest whatsoever in the real estate mentioned in the bill of complaint in this suit, and that Tempie Goode has never had any right title or interest in said property.

3. That Luther Goode alone negotiated with John B. Pinner for the purchase of Lot Number 61, West Jericho, in 1897, said property being vacant at that time, for the sum of One Hundred ($100.00) Dollars. That Tempie Goode had no connection whatsoever with the original contract with John B. Pinner for

the purchase of this vacant lot, nor did she or any of her heirs or any of the said petitioners ever have any connection whatsoever with the purchase of said lot.

4. That in the year 1905, in which year it is alleged that Tempie Goode died, Luther Goode was still paying small installments on said property, the balance due on the said purchase price of said vacant lot on January 25, 1905 being $81.02. That immediately after the marriage of Verona Brown to Luther Goode in 1906, Verona Brown, who then became Verona Goode went to see John B. Pinner and undertook with him to pay the balance due which was still due $80.00 on said lot. At that time namely in 1906 the said Luther Goode had in fact and in law forfeited all his rights under said contract with John B. Pinner on account of his failure to pay his installments as agreed. The payment on the principal amount of said One hundred ($100.00) Dollars while Luther Goode was paying on it from 1897 to 1906 amounted to only approximately $20.00. that the said Verona Goode continued to pay on said lot to John B. Pinner until June 24, 1910, at which time the said John B. Pinner with the consent of Luther Goode executed a general warranty deed for said property, which was still vacant, to the said Verona Goode. That thereafter, namely on September 30, 1910 the said Verona Goode borrowed from J.M. Darden the sum of Eight Hundred ($800.00) Dollars, secured by a deed of trust on said property for the purpose for erecting a dwelling house thereon; that the said Verona Goode out of her earnings and out of said Eight hundred ($800.00) Dollars erected a house that now stands on said property and later on fully paid back the said Eight hundred ($800.00) Dollars with interest to the said J.M. Darden who released said deed of trust in the Clerk's Office.

5. That Jessie Goode is now twenty six years of age;

That she has known all of the above set out facts from the respective dates of their occurrences as above set out; that therefore she has now waited more than five years since she attained the age of twenty one years fully cognizant of all of the rights and claims of Verona Goode; that Dora Goode the mother of Julia Reid and William Reid, who died in January 1922 was thirty three years old at the time of her death, so that she waited more than ten years after she attained the age of twenty one years before asserting or attempting to assert any claims to this property; that neither the said Jessie Goode or Dora Goode have ever claimed this property, but have constantly known that the property belonged to Verona Goode and have constantly recognized the title of Verona Goode.

6. That Verona Goode has never been a party to any fraud or had she ever had any knowledge of any fraud in connection with said property.

7. That the fraud alleged in said petition against Luther Goode cannot in any way affect Verona Goode, as the said petitioners do not claim under Luther Goode at all, but claim under Tempie Goode, the first wife of Verona Goode, who has never had any interest in said property either legal or equitable.

8. That the undersigned, your respondents, demur to the said petition and say that the same is not sufficient in law. That the said petition does not give the date of the deed from John B. Pinner to Verona Goode, but merely alleges that Luther Goode procured a deed to said property in the name of Verona Goode; that said petition should be required to be amended to show the said date of the deed from John B. Pinner and wife to Verona Goode, which said date is shown in the bill of complaint and other proceedings in this suit, as being June 24, 1910; which has now been more than twelve years ago; that Verona Goode has held a deed to the said property since

June 24, 1910, has occupied and possessed it, paid all taxes on it, constructed and paid for a house on it all with the full knowledge of Jessie Goode and Dora Goode, which facts should be stated in said petition in order to properly set out a case, and which facts, or even the facts actually set out in said petition ~~so~~ show that the petitioners above mentioned are barred by law from filing a petition or claiming any right in said property at this time. For these reasons, the undersigned respectfully state that said petition should be dismissed ~~at~~ the ~~costs~~ of the petitioners, as not being sufficient in law, and further because ~~they~~ such rights as ~~they~~ set out in said petition are barred by law from being claimed at this time.

The undersigned, your respondents, respectfully ask that this be regarded as a demurrer to said petitions, a motion to dismiss said petition on the ground that no right exists for the filing of same at this time, and also as a answer to said petition.

Respectfully submitted.

Frank Brown and Amy Brown

Romie Brown and Lucy Brown

James Brown and Celestan Brown

Alice Jordan and Richard Jordan

James Turner Sr

By Angus A Holland

Their Attorney.

Beatrice Brown

Lillian Brown

James Turner Jr

By John K Sullivan

Their guardian ad litem

Frank Brown et als

vs Demurrer and answer

Beatrice Brown et als

Filed December 11, 1922

W. E. Britton, Clerk

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA.

IN THE CIRCUIT COURT OF THE CITY OF SUFFOLK

Frank Brown and Amy Brown, his wife; Romie Brown and Lucy Brown, his wife; James Brown and Celesten Brown, his wife; Alice Jordan and Richard Jordan, her husband.

.....COMPLAINANTS.

Vs: ANSWER

Beatrice Brown, Liilian Brown and James Turner, (all three of the said defendants being infants under the age of fourteen (14) years.

.....DEFENDANTS.

The joint and separate answers of Beatrice Brown, Liilian Brown and James Turner, infants under the age of fourteen (14) years, by John K. Hutton their guardian ad litem appointed to defend them in this suit, and a bill of complaint filed against them in the Circuit Court of the County fo Nansemond, by Frank Brown and Amy Brown, his wife; Romie Brown and Lucy Brown, his wife; James Brown and Celesten Brown, his wife; Alice Jordan and Richard Jordan, her husband, complainants.

These respondents reserving to themselves the benefit of all just exceptions of the said bill of complaint, for answer thereto, or to so much thereof as they are advised that it is material that should answer, by her said guardian ad litem answers and says.

That they are infants of tender years and that they are incapable of understanding or of taking care of their rights and interests herein; and that they therefore commend themselves and their rights and interests to the protection of the court, and pray that no decrees may be

entered that may tend to their prejudice.

And now, having fully answered the Complainant's Bill, this respondent prays to be hence dismissed with their reasonable costs by them behalf expended.

John K Sullivan

Guardian ad litem for Beatrice Brown, Lillian Brown and James Turner.

Frank Brown, and others

Vs: Answer

Beatrice Brown, and others

1922. Sept 18. Filed

IN THE CIRCUIT COURT OF NANSEMOND COUNTY
VIRGINIA:

Frank Brown and Amy Brown, his wife; Romie Brown and Lucy Brown, his wife; James Brown and Celesten Brown, his wife; Alice Jordan and Richard Jordan, her husband.

.....Complainants

vs. Bill of Complaint.

Beatrice Brown, Lillian Brown and James Turner (all three of the said defendants being infants under the age of fourteen (14) years)

.....Defendants

TO THE HONORABLE JAMES L. McLEMORE, Judge of the said Court.

Your complainants, Frank Brown and Amy Brown, his wife; Romie Brown and Lucy Brown, his wife; [illegible], James Brown and Celesten Brown, his wife; Alice Jordan and Richard Jordan, her husband, respectfully represent:

1. That Verona Goode was, in her lifetime seized and possessed of certain real estate described and bounded as follows, to-wit: "All that certain piece, parcel or lot of land situated on that plat of building lots in the Eastern suburbs of the town of Suffolk, County and State aforesaid, known as "West Jericho" and described as follows: Beginning at a certain point on the West side of Third Street in the said "West Jericho" four hundred and eighty (480) feet North of and distant from the Northwest corner of the said Third Street and Railroad Avenue, and running from the said point Northwardly along and fronting on the said Third Street forty (40) feet, thence running Westwardly at a

right angle to the said Third Street one hundred and twenty (120) feet, thence running Southwardly in a line parallel with the said Third Street forty (40) feet, and thence running Eastwardly in a straight line one hundred and twenty (120) feet to the point of beginning, said land constituting and being lot number sixty-one (61) as will appear by reference to a map of the said "West Jericho" duly recorded in the Clerk's Office of Nansemond County, in Deed Book No.22 page 304. Together with all and singular the appurtenances belonging to the same. This being the same lot of land conveyed to Verona Goode by John B. Pinner and Willie G.Pinner, his wife, by their deed dated June 24,1910, and duly recorded August 4,1910, in Deed Book No. 70,page 68, in the Clerk's Office of the Circuit Court of the County of Nansemond,/a certified copy of said deed being herewith filed marked exhibit "A" and prayed to be read as a part of this bill. And while so seized and possessed, the said Verona Goode, on or about the ____ day of ____,19____ died intestate, leaving as her sole and only heirs at law, her brothers and sisters and their decendants as follows:(1). Frank Brown ,(2.) Romie Brown , (3.) James Brown ,(4.) Alice Jordan, who was Brown ,(5.) Beatrice Brown aged eight (8) years , Lillian Brown aged eleven (11) years (the last two named being the children of Mason Brown deceased, who was a sister of the said Verona Goode); (6.), James Turner aged eight (8) years (child of Frances Turner deceased, who was a sister of the said Verona Goode deceased).

3. That the said real estate is,as your complainants believe, susceptible of partition among the parties entitled thereto; but should the property not be divisible

in kind, your complainants believe, and here state, that the interests of those entitled to the said real estate, or its proceeds, will be promoted by a sale of the whole of the same, or by allotment of part and the 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 said Beatrice Brown, Lillian Brown and James Turner, infants under the age fourteen years (14), may be made defendants to this bill and required, but not on their oaths, to answer the same, the oaths being hereby waived, that a proper guardian ad litem be appointed in this cause for said infants, who shall also answer this bill, but not under oath; that proper process issue; that the said estate be divided between the parties entitled thereto, or else, if it cannot be so devised, that it may be sold and the proceeds divided among the parties according to their respective rights; 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.

Frank Brown
By Counsel.

Amy Brown
By Counsel.

Ronnie Brown
By Counsel.

Gray Brown
By Counsel.

James Brown
By Counsel.

Celeste Brown
By Counsel.

Hugh A. Ballard
p. q.

Alice Jordan
by Counsel

Richard Jordan
by Counsel

1.7
1922
#12.60

In the Circuit Court of
the County Of Nansemond

Frank Brown and others

vs. Bill

Beatrice Brown and others

1922 Sept 18. filed
J.L.M

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

1919	Jany - 27	15.00
"	Feb 6 - 24	15.00
"	Mar. 3	15.00
"	apr. 28	15.00
"	May 24	15.00
"	June 30	15.00
"	July 30	15.00
	Sept 29	15.00
"	Oct 2	15.00
"	Dec 10	20
"	" 30 July	15.00
1920	Feb. 2nd	15.00
"	Mar 12	15.00
"	" 30	15.00
"	May 3	15.00
"	June 14	15.00
"	July 19	15.00
"	Aug 30	15.00
"	Sept 29	15.00
"	Nov. 29	

May	29	"	10.00
July	9	"	16.00
June	31	"	15.00
Sept	29	"	12.00
Nov	26	"	15.00
1918 June	26	"	15.00
" Feb	25	"	14.00
" Mar	2	"	15.00
" April	29	"	15.00
" June	2		15.00
June	30		15.00
Aug	6		15.00
Sept	23		15.00
Oct	30		15.00
	26		15.00
	3		

McLEMORE & CORBITT, ATTORNEYS,
SUFFOLK, VIRGINIA,

69-153

$ 300.00 On demand after date, We owe and promise to pay unto J. M. Darden, his heirs or assigns, the sum of eight hundred DOLLARS, Value received, and with interest from date, payable monthly

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

Witness the following signatures and seal this 30th day of September, 1921.

This Bond is secured by Deed of Trust on Real Estate in West Jericho County, Nansemond

J. H. Corbitt, Trustee.

Witness: Fannie Kyle.

her
Veronia + Goode SEAL
mark

his
Luther + Goode SEAL
mark

SEAL

NANSEMOND COUNTY
CLERK'S OFFICE
PAID IN FULL

All Available Text Successfully Captured

Nov 14th 1910	Paid	$15.00
Dec 19 1910	"	10.00
Jany 30 1911	"	10.00
Mch 27 1911	"	10.00
Apr 29 1911	"	10.00
May 29 1911	"	6.00
June 26 1911	"	5.00
Sept 30 1911	"	10.00
Oct 30 1911	"	8.00
Jany 29 1912		8.00
Feby 26 1912		
Nov 25	"	10.00
Dec 16	Paid	10.00
1913.		[redacted]
~~Jany 27~~	Paid	7.00
Feb 24	"	7.00
Mch 31	"	8.00
Apr 28	"	10.00
May 31	"	10.00
June 30	"	10.00
July 30.		
Oct 27	"	10.00
Jan. 24 1914	—	10.00
Mar. 24	—	10.00
May 4.		10.00
July 29		10.00
Aug. 31		7.00
Oct 31		10.00
Dec. 12		
Jan. 30 —	1915 —	10.00
Feb. 27 —	1915 —	5.00
Mch. 4 —	" —	10.00

All Available Text Successfully Captured

1915
May 21-1915 $ 8.00
Sept 27-1915 " 1000
Oct 30 " 10,00
Nov. 29- 10.00
Dec 20 10,00
Credited on receipt
book on 1911 & 1912. $98.00

1916-Jan. 29-Cash $15.00
" Feb. 26 " 10.00
" Mar. 25 " 15.00
" April 29 " 15.00
" May 29 " 13.00
" June 30 " 14.00
" July 29 " 15.00
" Sept 30 " 15.00
" Nov 18 15.00
" Dec 30 " 14.00
1917 Jan. 29 " 15.00
Feb 21 " 15.00

Luther Perone
Goode

J. M. DARDEN
SUFFOLK, VA.

December 6th, 1920.

[redacted] Verona Goode,

Suffolk, Virginia.

In calculating your bond and all payments to-date I find that you have over-paid me $8.68, for which I herewith enclose my check. I have been to the Clerk's Office to-day and marked the deed of trust satisfied and herewith enclose you the deed of trust and the bond signed by you all for $800.00, dated Sept. 30th, 1910, marked paid.

Your house and lot is now clear from all money borrowed from me. I am certainly glad that you have succeeded in paying for same.

You can keep these papers and this letter as receipts.

Yours truly,

J. M. Darden

JMD-M
Enclosure.

Lis
Pendens

70,104
R. H. Harris, plaintiff
v.
Verona Goode, Luther Goode, John B. Penner &
Willie G. Penner, Defendants.

Object of suit to have Lot No 61, to be declared property of Luther Goode & subjected to a judgment of $25. in favor of R. H. Harris, Judgment Docket No. 3, f. 44. Int from 19 June 1907 & $1. Cost.
Dated Aug. 27. 1910.
Admitted to Record Sept. 1. 1910

This suit was dismissed on motion of plaintiff, the matter being amicably settled.

To Frank Brown and Amy Brown,his wife,Romie Brown and Lucy Brown, his wife,James Brown and Celesten Brown,his wife,Alice Jordan and Richard Jordan,her husband,

and

Beatrice Brown,Lillian Brown and James Turner,all infants under the age of 14 years,and John K. Hutton,Guardian ad Litem of said infants.

You are hereby notified that on the 12th.day of October 1922 at the office of Bradford Kilby,in the City of Suffolk,Va. at 10 A. 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 18th.day of September 1922 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 interests therein may entitle them to.

(3)

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

(4)

Whether ther are any delinquent taxes due upon the said land or not.

(5)

What is its fee-simple and annual value.

(6)

Any matter especially stated deemed pertinent by the commissioner or required by any party to be so stated,especially stating whether all parties are properly before the Court or not.

Given under my hand as Commissioner in Chancery of said Court the 2nd. day of October 1922.

_____

Commissioner in Chancery.

VIRGINIA:

IN THE CIRCUIT COURT FOR NANSEMOND COUNTY.

Frank Brown and others,	
v.	EXCEPTIONS TO COMMISSIONER'S REPORT.
Beatrice Brown and others.	

Exceptions of petitioners, Jessie Goode in her own right and as next friend of Julia Reid and William Reid, to the report of Bradford Kilby, Commissioner in Chancery, filed in this cause on the 27th day of January, 1923.

The petitioners except to the said report of said Commissioner, and state the following grounds of exception:

1st. That the conclusions reached by said Commissioner in determining the rights of the parties to this suit are based upon the facts that John B. Pinner, the seller, did not consider the contract between him, the said Pinner, and Luther Goode broken or forfeited, and accepted payments made irregularly and by various parties, all of whom he considered as agents of Luther Goode, which facts are immaterial to a correct determination of the rights of the parties to this suit under the principles of equity and good conscience.

2nd. That the report of the said Commissioner is not based upon equitable principles.

3rd. That the petitioners have an equitable right to the proceeds of sale enuring to them by way of resulting trust.

VIRGINIA:

IN THE CIRCUIT COURT FOR NANSEMOND COUNTY.

Frank Brown and others.	
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The petitioners except to the said report of said Commissioner, and state the following grounds of exception:

1st. That the conclusions reached by said Commissioner in determining the rights of the parties to this suit are based upon the facts that John B. Pinner, the seller, did not consider the contract between him, the said Pinner, and Luther Goode broken or forfeited, and accepted payments made irregularly and by various parties, all of whom he considered as agents of Luther Goode, which facts are immaterial to a correct determination of the rights of the parties to this suit under the principles of equity and good conscience.

2nd. That the report of the said Commissioner is not based upon equitable principles.

3rd. That the petitioners have an equitable right to the proceeds of sale enuring to them by way of resulting trust.

Aktes Stevens 15,
1853

To Frank Brown and Amy Brown,his wife,Romie Brown and Lucy Brown, his wife,James Brown and Celesten Brown,his wife,Alice Jordan and Richard Jordan,her husband,

and

Beatrice Brown,Lillian Brown and James Turner,all infants under the age of 14 years and John K. Hutton,Guardian ad Litem of said infants, and Jessie Goode in her own right and as next friend of Julia Reid and William Reid,infants.

You are hereby notified that on the 19th. day of December 1922 at the office of Hugh L. Holland in the American Bank and Trust Company Building in the City of Suffolk,Virginia,at 10 A.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 settled and reported to Court in pursuance of the decree of the Circuit Court of Nansemond County,Virginia,rendered on the 18th. day of November 1922 in the suit in chancery pending in said Court to which you are parties plaintiff and defendant,to-wit:

(1) Whether said petition (of Jessie Goode in her own right and as next friend of Julia Reid and William Reid),should be allowed to be filed and heard on its merits at this time by the Court.

(2) Whether the parties mentioned in said petition have any interest in said property and whether they have any right to share in the proceeds of said sale,and, if so, what their rights and interests are.

Given under my hand as Commissioner in Chancery of said Court this 8th. day of December 1922.

Bradford Kilby

Commissioner in Chancery.

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

Thos. L. Woodward
attorney for petitioners.
Jessie Goode as in her own
right and as next friend
of Julia Reid and Ann Reid

Hugh A Holland atty
for complainants and
James Turner Jr

John K Hutton
Guardian ad litem for the
infant defendants

Virginia,

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

Frank Brown and others)
)
v.) In Chancery.
)
Beatrice Brown and others)

Commissioner's Office,

Suffolk, Va. Jan. 27.1923.

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 18th. day of November 1922 in the suit in chancery pending in said court between Frank Brown and others, Complainants, and Beatrice Brown and others, Defendants, the undersigned, Bradford Kilby, one of the Commissioners in Chancery of said Court, respectfully reports as follows:

That on the 8th. day of December 1922, your commissioner gave notice to the original parties to this suit, and to Jessie Goode in her own right and as next friend of Julia Reid and William Reid, infants, who became parties by the order of this court entered on November 15th. 1922, and to John K. Hutton Guardian ad Litem of said infants, that he would proceed on the 19th. day of December 1922 at the office of Hugh L. Holland in the American Bank and Trust Company Building 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 him as a Commissioner 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 endorsation on the notice herewith returned.

That on the 19th. day of December 1922,at the office of Hugh L. Holland in the American Bank and Trust Company Building in Suffolk, Va. between the hours of 10 A. M. and 5 P.M.,your commissioner took the depositions of P. A. Jordan, John Crute,Mollie Rainey,R. H. Harris, Freeman Cook,Jessie Goode,and on December _____1922,at the same place and between the same hours,to which adjourment was taken by agreement,your commissioner took the depositions of John Merritt,Sarah Merritt,Alice Jordan,Frank Brown, Richard Jordan and James Brown,and John B. Pinner,all of which depositions are herewith returned as part of this report.

That from the depositions of said witnesses,your commissioner reports as follows:

(1)

The petition referred to in the decree of November 18th.1922, should be allowed to be filed and the merits of the same heard by the Court at this time.

(2)

The parties mentioned in said petition have no interest in said property mentioned in the Bill filed in this cause,and consequently have no right to share in the proceeds of the sale of said property. It appears from the depositions,and especially from the deposition of John B. Pinner,that the contract for the sale of said land in the Bill mentioned was made by said John B. Pinner with Luther Goode; that altho' Luther Goode did not nomply strictly with the terms of sale,John B. Pinner did not consider the contract broken or forfeited,and accepted payments made irregularly and by various parties,all of whom he considered as agents of Luther Goode,after the said Luther Goode had failed to fulfil the strict terms of sale. That said irregular payments were made between Jan.16,1897,the date of the contract and June 11,1910,as will appear from a copy of the statement of

said payments, taken from the ledger of said John B. Pinner, filed as an exhibit and made a part of this report. That during this period of over thirteen years between Jan. 16, 1897, the date of said contract, and June 11, 1910, the date of the last payment on said land, Luther Goode apparently deserted and abandoned his first wife, Tempe Goode, and that the said Tempe Goode died in 1905. Luther Goode married a second time and this second wife, Verona Goode, was living at the time the last payment was made to John B. Pinner on said land, and Luther Goode, for reasons best known to himself, directed that a deed for said land be made to his then wife, namely Verona Goode, and in accordance with said direction, John B. Pinner and wife, conveyed to said Verona Goode the said land. Verona Goode died intestate, leaving as her heirs, her brothers and sisters, who are the original parties to this suit.

The above facts convince your commissioner that the heirs of Tempe Goode, the first wife, of Luther Goode, have no interest whatever in the said land or in the proceeds of the sale of the same.

(3)

Your commissioner deems it pertinent to say that John K. Hutton, Guardian ad Litem of the infant defendants was present during the taking of the depositions herewith returned, as was also Jessie Goode, next friend of the infant petitioners.

Respectfully submitted this 27th. day of January 1923.

Bradford Kilby

Commissioner in Chancery.

Comr's fee: $25.

Luther Goode
Statement of payments and interest on lot
No. 61 W. Jericho.

1897			
Jan.16,	To purchase price of lot no. 61 W. J.		$100.00
Jan.16,	By cash		4.00
			96.00
Jan.26,	To interest 10 days		.16
			96.16
Jan.26	By cash		2.00
		N.P	94.16
Aug. 2,	To interest 6 mos. 6 days		2.91
			97.07
Aug. 2,	By cash		1.50
		N.P	95.57
Oct.16,	To interest on $94.16 2 mos. & 14 days		1.15
			96.72
Oct.16,	By cash		2.00
		N.P	94.72
Nov. 3,	To interest on $94.16 17 days		.26
			94.98
Nov. 3,	By cash		2.00
		N.P	92.98
1898			
Jan.22,	To interest 2 mos. &19 days		1.21
			94.19
Jan.22,	By cash		1.50
		N.P	92.69
Feb. 7,	To interest 15 days		.23
			92.92
Feb. 7,	By cash		2.00
		N.P	90.92
Mar.25,	To interest 1 mo. & 18 days		.72
			91.64
Mar.25,	By cash		1.00
		N.P	90.64
May 12,	To interest 1 mo. & 17 days		.71
			91.35
May 12,	By cash		1.50
		N.P	89.85
July 2,	To interest 1 mo. & 20 days		.75
			90.60
July 2,	By cash		1.50
		N.P	89.10
July28,	To interest 26 days		.38
			89.48
July28,	By cash		2.50
		N.P	86.98
Aug. 4,	To interest 6 days		.09
			87.07
Aug. 4,	By cash		2.50
		N.P	84.57
Oct.31,	To interest 2 mos. & 27 days		1.22
			85.79
Oct. 31,	By cash		2.00
		N.P	83.79
1899			
Jan. 19,	To interest 2 mos. & 19 days		1.10
			84.89
Jan. 19,	By cash		1.50
		N.P	83.39
Feb. 9,	To interest 20 days		.27
			83.66
Feb. 9,	By cash		2.00
		N.P	81.66
July 11,	To interest 5 mos. & 2 days		2.06
			83.72
July 11,	By cash		2.00
		N.P	81.72

Luther Goode
Statement of payments & interest on lot
no. 16 W. Jericho

1899			
July 11,	To amount brought forward		$ 81.72
Oct. 4,	To interest 2 mos. & 23 days		1.13
			82.85
Oct. 4,	By cash		1.50
		N.P.	81.35
1900			
Jan. 24.	To interest 3 mos. & 20 days		1.49
			82.84
Jan. 24,	By cash		1.50
		N.P.	81.34
Sept. 25,	To interest 8 months		3.25
			84.59
Sept. 25,	By cash		2.00
		N.P.	82.59
Oct. 22,	To interest 27 days		.36
			82.95
Oct. 22,	By cash		1.50
		N.P.	81. 45
1901			
Feb. 11.	To interest 3 mos. 20 days		1.49
			82.94
Feb. 11.	By cash		2.00
		N.P.	80.94
Mar. 25.	To interest 1 mo. 14 days		.58
			81.52
Mar. 25.	By cash		2.00
		N.P.	79.52
June 3rd.	To interest 2 mos. 8 days		.90
			80.42
June 3rd.	By cash		3.00
		N.P.	77.42
1902.			
Sept. 22	To interest 1 yr. 3 mos. 19 days		6.05
			83.47
Sept. 22.	By cash		2.00
		N.P.	81.47
1903.			
Apr. 14.	To Int. on $77.42 6 mos. 22 days		2.60
			84.07
Apr. 14.	By cash		2.00
		N.P.	82.07
June 25	To interest On $77.42 2 mos. 11 days		.92
			82.99
June 25.	By cash		2.00
		N.P.	80.99
1904.			
June 13.	To interest on $77.42 11 mos. 18 days		4.49
			85.48
June 13.	By cash		3.00
		N.P.	82.48
July 25.	To interest on $77.42 1 mo. 12 days		.54
			83.0 2
July 25	By cash		2.00
		N.P.	81.02
1905			
Jan. 24.	To interest on $77.42 6 mos.		2.32
			83.34
Jan. 24.	By cash		2.00
		N.P	81.34
1906.			
June 30,	To interest on $77.42 1 yr. 5 mos. 6 days		6.65
			87.99
June 30,	By cash		3.00
		N.P	84.99
July 14,	To interest on $77.42 14 days		.18
			85.17

Luther Goode
Statement of payments & interest on lot
no. 16 W. Jericho.

1906			
July 14,	To amount brought forward		$85.17
July 14,	By cash		2.00
		N.P	83.17
Sept. 1,	To interest on $77.42 1 mo. 16 days		.59
			83.76
Sept. 1,	By cash		4.00
		N.P	79.76
Sept.15,	To interest on $77.42 15 days		.19
			79.95
Sept.15,	By cash		2.00
			77.95
Oct. 1,	To interest on $77.42 15 days		.19
			78.14
Oct. 1,	By cash		4.00
		N.P	74.14
Nov. 10,	To interest 1 mo. 10 days		.49
			74.63
Nov. 10,	By cash		5.00
		N.P	69.63
1907			
Mar. 16,	To interest 4 mos. 6 days		1.46
			71.09
Mar. 16,	By cash		3.00
		N.P	68.09
Apr. 10,	To interest 24 days		.27
			68.36
Apr. 10,	By cash		5.00
		N.P	63.36
May 25,	To interest 1 mo. 15 days		.47
			63.83
May 25,	By cash		5.00
		N.P	58.83
Aug. 5,	To interest 2 mos. & 10 days		.68
			59.51
Aug. 5,	By cash		4.00
		N.P	55.51
Oct.28,	To interest 2 mos & 23 days		.76
			56.27
Oct.28,	By cash		5.00
		N.P	51.27
1908			
Feb. 15,	To interest 3 mos. & 17 days		.90
			52.27
Feb. 15,	By cash		2.00
		N.P	50.17
Feb. 22,	To interest 7 days		.06
			50.23
Feb. 22,	By cash		2.50
		N.P	47.73
Mar. 7,	To interest 15 days		.12
			47.85
Mar. 7,	By cash		2.00
		N.P	45.85
Mar. 14,	To interest 7 days		.05
			45.90
Mar. 14,	By cash		2.00
		N.P	43.90
Apr. 11,	To interest 27 days		.19
			44.09
Apr. 11,	By cash		3.00
		N.P	41.09
Apr. 18,	To interest 7 days		.05
			41.14
Apr. 18,	By cash		2.00
		N.P	39.14

Luther Goode
Statement of payments and interest on lot
no. 16 W. Jericho.

Apr. 18,	To amount brought forward		$39.14
June 6,	To interest on $39.14 1 mo. 18 days		.30
			39.44
June 6,	By cash		2.00
		N.P	37.44
June 27,	To interest on $37. 44 21 days		.13
			37.57
June 27,	By cash		2.00
		N.P	35.57
1909			
Jan. 31	To interest on $35.57- 7 mos.		1.24
			36.81
Feb. 6,	To interest on $35.57- 6 days		.03
			36.84
Feb. 6,	By cash		2.00
			34.84
Feb 20,	To interest 14 days		.09
			34.93
Feb.20,	By cash		2.00
			32.93
Mar. 6,	To interest 16 days		.08
			33.01
Mar. 6,	By cash		2.00
			31.01
Mar.22,	To interest 16 days		.08
			31.09
Mar.22,	By cash		2.00
			29.09
Apr.10,	To interest 18 days		.08
			29.17
Apr.10,	By cash		2.00
			27.17
July 10,	To interest 3 mos.		.41
			27.58
July 10,	By cash		1.00
			26.58
July 31,	To interest 20 days		.09
			26.67
July 31,	By cash		3.00
			23.67
Oct. 9,	To interest on $23.67		.27
			23.94
Oct. 9,	By cash		2.00
			21.94
1910			
Feb. 19,	To interest to Feb. 19-1910		.45
			22.39
Feb. 19,	By cash		5.00
			17.39
May 9,	To interest to May 9-1910		.23
			17.62
May 9,	By cash		5.00
			12.62
May 28,	To interest to May 28, 19 days		.03
			12.65
May 28,	By cash		4.00
			8.65
June 11,	By cash		8.65
			0000

Commissioner's Report.

Frank Brown and others,

v.

Beatrice Brown and others,

In Chancery.

Report of Bradford Kilby, Commissioner in Chancery, under decree of November 18th.1922.

Filed Jan 27 1923

G. K. Bunton

Clerk.

BRADFORD KILBY
ATTORNEY AT LAW
SUFFOLK, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Frank Brown and Amy Brown, his wife; Romie Brown and Lucy Brown, his wife; James Brown and Celesten Brown, his wife; Alice Jordan and Richard Jordan, her husband, Complainants.	
v.	ORDER
Beatrice Brown, Lillian Brown and James Turner (all three of the said defendants being infants under the age of fourteen (14) years.) Defendants.	

Upon the petition of Jessie Goode, in her own right, and as next friend of William Reid and Julia Reid, infants, to become parties to the above-entitled suit filed September 18th, 1922, ~~it appearing that they are parties interested and~~ who have not heretofore been made parties and who desire to become parties to said suit, it is ordered that the said Jessie Goode, in her own right, and as next friend of William Reid and Julia Reid, infants, have leave to become parties to said suit, but without waiving the right of plaintiffs or others in interest to make any defense by exceptive motions, pleas or demurrer, they may be advised are necessary

Judge of the Circuit Court of the County of Nansemond, Virginia.

Frank Brown, et al

vs

Beatrice Brown et al

Canton Nov. 15. 1922

Jack L. McLendon

#6-Pg. 388

VIRGINIA

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

FRANK BROWN and others,

V DECREE

BEATRICE BROWN and others

This cause came on this day to be further heard on the papers formerly read, and the report of sale made by Hugh L. Holland, Special Commissioner, pursuant to a decree of this Court entered on the 31st day of October, 1922, which report is this day filed and to which there is no exception, and was argued by counsel.

On consideration whereof, the Court approving and confirming said report, doth adjudge order and decree that, on payment by S.Y. Johnson of the sum of $1050.00, the purchase price of the land and premises directed to be sold by the said decree, as follows, to-wit:

"All that certain piece, parcel or lot of land situated in that plat of building lots in the Eastern suburbs of the City of Suffolk, County and State aforesaid, known as "West Jericho" and described as follows: Beginning at a certain point on the West Side of Third Street in the said "West Jericho" four hundred and eighty (480) feet North of and distant from the Northwest corner of the said Third Street and Railroad Avenue, and running from the said point Northwardly along and fronting on the said Third Street forty (40) feet; thence running Westwardly at a right angle to the said Third Street one hundred and twenty (120) feet; thence running Southwardly in a line parallel with the said Third Street forty (40) feet; and thence running Eastwardly in a straight line one hundred and twenty (120) feet to the point of beginning, said land constituting and being lot number sixty-one (61) as will appear by reference to a map of the said "West Jericho" duly recorded in the Clerk's Office of Nansemond County, in Deed Book No. 22, page 304. Together with all and singular the appurtenances belonging to the same. This being the same lot of land conveyed to Verona Goode by John B. Pinner and Willie G. Pinner, his wife, by their deed dated June 24th 1910, and duly recorded August 4th, 1910 in Deed Book No. 70, page 68, in the Clerk's Office of the Circuit Court of the County of Nansemond.

That the said Commissioner convey to the said S.Y.

Johnson with special warranty, the land above described, and it is further ordered that when the said commissioner shall have received payment of the said purchase price, he shall after paying the taxes & costs up to this time hold the remainder ~~same~~ subject to the further order of this Court.

It appearing to the Court that subsequent to said decree entered on October 31st 1922, that Jessie Good and Jessie Goode as next friend of Julia Reid and William Reid filed a certain petition in this suit on November 16th 1922, and that said parties by order entered by this Court on November 15th 1922, have been made parties of this suit, under the terms of said order just referred to, the Court doth adjudge order and decree ~~with~~ that the papers in this cause be again referred to Bradford Kilby, one of the Commissioners of this Court, who is directed to inquire unto and report to Court:

1. Whether said petition should be allowed to be filed and heard on its merits at this time by the Court.

2. Whether the parties mentioned in said petition have any interest in said property and whether they have any right to share in the proceeds of said sale; and, if so, what their rights and interest are.

The Court doth further adjudge order and decree that nothing in this decree referring this cause back to said Commissioner, Bradford Kilby shall not be construed as prejudicing any of the rights of the original parties in this suit, but that this order referring said cause again to said Commissioner, as above set out shall not waive the right of the plaintiffs or others in interest to make any defense by exceptions, motions, pleas or demurrers they may be advised are necessary

And this cause is continued.

FRANK BROWN and others

vs Decree

BEATRICE BROWN and others.

Entd Nov. 18. 1922
J. L. McLemore,
#6-Pg. 400

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

SALE OF REAL ESTATE

-- AT --

PUBLIC AUCTION

By virtue of authority vested in me by a certain decree entered in the chancery suit of Frank Brown and others against Beatrice Brown and others in the Circuit Court of Nansemond County, Virginia, on October 31st. 1922, I shall sell at public auction in front of the National Bank of Suffolk Building, Corner Main and Washington Streets in the City of Suffolk Virginia

At 12 o'clock M., on

Thursday, November 16th. 1922

The following real estate, lying and being in the County of Nansemond, State of Virginia and described as follows:

"All that certain piece, parcel or lot of land situated in that plat of building lots in the Eastern suburbs of the City of Suffolk, County and State aforesaid, known as "West Jericho" and described as follows: Beginning at a certain point on the West Side of Third Street in the said "West Jericho" four hundred and eighty (480) feet North of and distant from the Northwest corner of the said Third Street and Railroad Avenue, and running from the said point Northwardly along and fronting on the said Third Street forty (40) feet; thence running Westwardly at a right angle to the said Third Street one hundred and twenty (120) feet; thence running Southwardly in a line parallel with the said Third Street forty (40) feet; and thence running Eastwardly in a straight line one hundred and twenty (120) feet to the point of beginning, said land constituting and being lot number sixty-one (61) as will appear by reference to a map of the said "West Jericho" duly recorded in the Clerk's Office of Nansemond County, in Deed Book No. 22, page 304. Together with all and singular the appurtenances belonging to the same. This being the same lot of land conveyed to Verona Goode by John B. Pinner and Willie G. Pinner, his wife, by their deed dated June 24th, 1910, and duly recorded August 4th, 1910 in Deed Book No. 70, page 68, in the Clerk's Office of the Circuit Court of the County of Nansemond.

TERMS OF SALE: One-Third Cash, remainder in six and twelve months, with option to purchaser to pay cash and take a deed upon confirmation of the sale.

Suffolk, Virginia
November 3rd. 1922

HUGH L. HOLLAND
Special Commissioner

I, George E, Bunting, Clerk of the Circuit Court of Nansemond County, Virginia, do hereby certify that Hugh L. Holland, Special Commissioner in the suit of Frank Brown and others vs. Beatrice Brown and others has executed the bond required by above mentioned decree entered on October 31st. 1922, in said suit with security approved by me.

Given under my hand, this third day of November 1922.

GEORGE E. BUNTING, Clerk

Thos.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Frank Brown and others,

Vs. Report of Hugh L. Holland,
Special Commissioner.

Beatrice Brown and others.

To the Honorable Circuit Court of Nansemond County.

The undersigned, in pursuance of a decree of the Circuit Court of the County of Nansemond, entered on the 31st day of October, 1922, in this said cause in said Court depending, after having given due notice and after having advertised the sale in accordance with said decree offered for sale at public auction on the 16th day of November, 1922, at 12 o'clock M. in front of the National Bank of Suffolk Building, the parcel or lot of land, with the appurtenances thereto belonging and described in the bill in the proceedings above mentioned, at which sale S.Y. Johnson bid the sum of $1050.00 for said property, and, his bid being the highest and best bid made for said property, it was struck off to the said S.Y. Johnson, subject to the confirmation of this Court. The said purchaser desires to pay the purchase price in cash and to receive a deed therefor.

The undersigned respectfully recommends that this sale be confirmed.

Respectfully submitted this 16th day of November, 1922.

Hugh L. Holland.
Special Commissioner.

Frank Brown and others

Vs Report of Hugh L. Holland,

Special Commissioner

Beatrice Brown and others.

Filed Nov. 18, 1922
W. C. Bunting
Clerk

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

IN THE CIRCUIT COURT OF THE NANSEMOND COUNTY VIRGINIA.

MARCH 1st. 1923.

FRANK BROWN ET ALS.....COMPLAINANTS

VS REPORT OF HUGH L. HOLLAND, SPECIAL COMMISSIONER

BEATRICE BROWN ET ALS.....DEFENDANTS

TO THE HONORABLE CIRCUIT COURT OF NANSEMOND COUNTY VIRGINIA:

The undersigned, Hugh L. Holland, Special Commissioner in the above styled cause reports that, as directed by decrees entered herein on the 18th day of November 1922 and the 24th day of February 1923, he has collected from the purchaser of the lot of land in the bill and proceedings mentioned the sum of one thousand and fifty dollars ($1050.00) and has distributed the proceeds arising from said sale as follows:

By paid by S.Y. Johnson for land		$1050.00
To George E. Bunting Clerk for writ tax and clerk's fee, per voucher	$10.30	
To S.Y. Johnson for war stamp on deed, per voucher	1.50	
To Piland Printing Company for printing hand bills, per voucher	7.00	
To Woodward & Elam premium on Special Commissions bond, per voucher	10.00	
To Bradford Kilby Commissioner in Chancery for first report , per voucher	25.00	
To J. Walter Hosier, Auctioneer, per vchr.	10.00	
To C.R. Fulgham, Treas. 1922 taxes to November 16th 1922, per vchr.	11.58	
To George E. Bunting for balance taxes for the years 1912 and 1915 per first report of Bradford Kilby Commissioner per voucher	14.39	
To Jessie Goode in her own right and as next friend of Julia Reid and William Reid infants for their full joint share in this fund per decree of February 24th 1923, per voucher	81.26	
To Phlegar & Tilghman Court stenographers for taking and writing out testimony per voucher	44.20	
To Miss Sue W. Riddick for taking and writing out testimony, per vchr.	15.00	
To Hugh L. Holland, Attorney for taxed Attorneys fee, per voucher	15.00	
To Hugh L. Holland, Attorney for drawing Special Commissioners deed, per vch.	10.00	
To Hugh L. Holland, Attorney for attorneys fee per decree of Febru ary 24th 1923, per voucher	60.00	

To Bradford Kilby for 2nd. report, per voucher	25.00	
To Hugh L. Holland Attorney for commsions as Special Commissioner on $1050.00, per vchr.	$30.00	
To Frank Brown for 1/6 interest in balance, per voucher	113.29	
To Romie Brown for 1/6 interest in balance, per voucher	113.29	
To Alice Jordan for the 1/6 interest in balance, per voucher	113.29	
To Romie Brown for the 1/12 interest of Beatrice Brown, an infant, for her maintenance, support and education	56.65	
To Frank Brown for the 1/12 interest of Lillian Brown an infant for her maintenance support and education, per voucher	56.65	
To Frank Brown for the 1/6 interest of James Turner Jr. for his maintenance support and education	113.30	
To Frank Brown for the 1/6 inter in balance, per voucher	113.30	
	$1050.00	$1050.00

Respectfully submitted
Hugh L Holland
Special Comr.

#1

Copy of Costs
Taxed in the Suit of: Aug 4 Holland Ske Comm ..... p. q.

Frank Brown et als

vs.

Beatrice Brown et als

IN THE CICRUIT COURT OF NANSEMOND COUNTY, VIRGINIA

Writ Tax	1.50
Clerk	8.80
Sheriff	0
Attorney	15.00
Commissioner	
Printer, for Order of Publication, etc.	
Deposit	1.50 8.80 10.00

Date of Judgement or Final Decree Jan. Term 192 3

Paid 3-1 192 0

G E Bunting Clerk

#2

Received of Hugh L. Holland, Special Commissioner, in suit of Frank Brown and others ve Beatrice Brown and others payment of the sum of $1.50 for war tax on deed.

F. M. Johnson
by W. Holland Winslett

R. TOWNIE PILAND

CHESTER A. RAGSDALE

#3

PILAND PRINTING COMPANY

PRINTERS - PUBLISHERS - BINDERS

LOOSE LEAF WORK A SPECIALTY

125-127 SOUTH MAIN STREET

PHONE 428

SUFFOLK, VA. November 4,, 1922

SOLD TO Hugh L. Holland

150 Sale Bills (Frank Brown) $7.00

Received Payment of
Thanks Hugh L. Holland Agent Town
Orland City Co
~~Boyd Roland~~
Please receipt & Return 11/24/22

R. L. WOODWARD
W. G. ELAM

Suffolk, Va., Nov 2 1922

M/s H. L. Hollins, Spl Cmr, Brown v. Brown
Suffolk, Va. Folder
#4

To **WOODWARD & ELAM,** Dr.

Life, Fire, Accident,
Auto Liability, Steam Boiler
Workmen's Compensation
and Surety Bonds

Insurance

OFFICE—No. 113 MAIN STREET

DATE	POLICY NO.	COMPANY	PROPERTY INSURED	Term	AMOUNT	PREMIUM
Nov 2	631803-22	U.S.F.&G. Co	Brown vs Brown Spl Cmr.	1yr	1500	10
11/24/22			Received Payment of Hugh Hollins Special Commr Loaned to Elam			
			Please Receipt & return			

#5

Received of Hugh L. Holland, Special Commissioner, in suit of Frank Brown and others vs Beatrice Brown and others payment of the sum of twenty five ($25.00) Dollars for my fee as Commissioner in the above styled suit to this date. First Report.

Dated this 5th day of December, 1922.

Bradford Kirby Jr.

Brown v Brown Folder

#16

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

Received of Hugh L. Holland, Special Commissioner in the suit of Frank Brown and others vs Beatrice Brown and others $10.00 for my fees for holding sale.

This 21st day of November 1922.

J. Hugh Holland.

#7

M Verona Goode (Est) Brown & Gorham Forbes

TAXES AND LEVIES, 1922

CYPRESS DISTRICT

Land.....Page 81 Line 20

Personal Property...Page 5 Line

Income.....Page Line

To C. R. FULGHAM, Treasurer of NANSEMOND COUNTY, VIRGINIA, Dr.

No. 1247

61-3rd St, Jericho 1 Lot

LOCAL RATES — REAL ESTATE AND TANGIBLE PROPERTY

County and District

County Levy	.50
County School Levy	.35
District School Levy	.35
District Road Levy	.30
Parish or Poor Levy	.05
Total	1.55

	Local Rates on Intangibles (Class 1).....for Roads 20¢ on $100 (Classes 6, 5, 2)....for Roads 30¢ on $100	Valuation	Rate of State Tax on $100	State Tax	Rate of Local Levies on $100	Local Levies	Total Tax and Levies
Real Estate	Acres	$ 700 —	$ .25	$ 1 75	$ 1 55	$ 10 85	$ 12 60
Real Estate	Acres		.25		1 55		
Real Estate	Acres		.25		1 55		
Tangible Property			.25		1 55		
Class 4 (Money)			.20		NO NE	NO NE	
Class 6 (Bonds of Counties, Cities and Towns of this State)			.35		30		
Class 1 (Bonds, Notes and other evidences of debt)	Value $		.35		20		
Class 5 (Shares of Stock)	Value $		.80		30		
Class 2 (Capital)			.85		30		
Income			1% up to $3,000; 2% on excess		NO NE	NO NE	
Merchandise			NONE	NO NE			
Banks			NONE	NO NE			
State Poll (or Capitation) Tax				1 50	NO NE		

CREDITS

Date	Account	Amount
		$

Total Taxes and Levies..... $ Leigh Holland Brown $ 12 60

Five per cent. Penalty..... 63

Total Taxes, Levies and Penalty..... $ 13 23

Received payment JAN 6- 1923

Paid by Leigh Holland Brown

per H. H. Urman Depty, Treasurer.

#8

Received of Hugh L. Holland, Special Commissioner in suit of Frank Brown and others vs Beatrice Brown and others payment of the sum of $14.39 for balance taxes for the years 1912 and 1915 per first report of Bradford Kilby, Commissioner.

Please sign & return

Charged against Verona Gordon Lot 61 Jericho 1912 & 1915.

CIRCUIT COURT

SECOND MONDAY IN JANUARY, MAY, JULY, AND OCTOBER

HON. JAMES L. McLEMORE, JUDGE
GEO. E. BUNTING, CLERK
S. E. EVERETT, COMMONWEALTHS' ATT'Y.
E. B RAWLES, SHERIFF
C. R. FULGHAM, COUNTY TREASURER
LEE BRITT, COMMISSIONER OF ACCOUNTS

Nansemond County Clerk's Office

SUFFOLK, VA. March 17, 1923

Special Com. Brown v. Brown

Received of Hugh L. Holland, xxxy., Fourteen & 39/100 Dollars, on delinquent tax of Verona Goode

G. E. Bunting, Clerk

#9

Received of Hugh L. Holland, Special Commissioner in suit of Frank Brown and others vs Beatrice Brown and others payment of the sum of $81.26 for Julia Reid and William Reid, infants, and Jessie Goode in her own right and as next friend of for their full joint share in this fund per decree of February 24th 1923.

Thos L. Woodward

Atty

Please sign & return

D. S. PHLEGAR
F. C. TILGHMAN

H. H. CHALKLEY

COMMISSIONER IN CHANCERY
NOTARIES PUBLIC

#10

Norfolk, Virginia Dec. 29, 1922.

Mr. Thomas B. Woodward

To PHLEGAR & TILGHMAN, Dr.
SHORTHAND REPORTERS

P. O. BOX 785
532-536 LAW BUILDING

Dec. 19:	To fee for taking depositions in Frank Brown et als v Beatrice Brown et als, pending in the Circuit Court of Nansemond County, Virginia - - -	$15.00
	To transcript - - - -	29.20
		$ 44.20

Please receipt and return

Received payment of above $44.20 from Hugh A. Holladay, Special Comm. Frank Brown et al v Beatrice Brown et als Mar. 3-1923

Phlegar & Tilghman

#11

Received of Hugh L. Holland, Special Commissione in suit of Frank Brown and others vs Beatrice Brown and others payment of the sum of $15.00 for taking and writing out testimony.

Sue W. Riddick.

Please sign & return

12-13-14 & 16

Received of Hugh L. Holland, Special Commissioner in suit of Frank Brown et als vs Beatrice Brown et als payment of the sum of the following items:

Taxed Attorney fee	$15.00	
Fee for drawing Special Commissioners deed	10.00	
Fee allowed by Court	60.00	
Commissions as Special Commissioner	30.00	$115.00

Hugh L Holland

#15

Received of Hugh L. Holland, Specila Commissioner,
in suit of Frank Brown et als vs Beatrice Brown et als pgyment
of the sum of $25.00 for second report.

Bradford Kilby
Comm in Chancery

Please sign & return

Frank Brown

#17

Received of Hugh L. Holland, Special Commissioner, in suit of Frank Brown and others vs Beatrice Brown and others payment of the sum of $113.29 for 1/6 interest in balance.

Frank Brown

Robie Brown

#18

Received of Hugh L. Holland, Special Commissioner, in suit of Frank Brown and others vs Beatrice Brown and others payment of the sum of $113.29 for 1/6 interest in balance.

Robie Brown

#19 Alice Jordan

Received of Hugh L. Holland, Special Commissioner, in suit of Frank Brown and others vs Beatrice Brown and others payment of the sum of $113.29 for 1/6 interest in balance.

Alice Jordan

Ronnie Brown

20
#20

Received of Hugh L. Holland, Special Commissioner, in suit of Frank Brown and others vs Beatrice Brown and others payment of the sum of $56.65 for the 1/12 interest of Beatrice Brown an infant for her maintenance, support and education.

Ronnie Brown

Frank Brown

2/
~~#16~~

Received of Hugh L. Holland, Special Commissioner, insuit of Frank Brown and others vs Beatrice Brown and other payment of the sun of $56.65 for the 1/12 interest of Lillian Brown an infant for her maintenance, support and education.

Frank Brown

Frank Brown

#18

Received of Hugh L. Holland, Special Commissioner in suit of Frank Brown and others vs Beatrice Brown and others payment of the sum of $113.29 for the 1/6 interest of James Turner Jr. for his mainteneance support and education.

X Frank Brown X

#18

~~Received of Hugh L. Holland, Special Commissioner in suit of~~

P
#18

Received of Hugh L. Holland, Special Commissioner in suit of Frank Brown and others vs Beatrice Brown and others payment of the sum2of $115.29 for the 1/6 interest in balance.

Jo m B Brown

FRANK BROWN ET ALS

COMPLAINANTS

VS

BEATRICE BROWN ET ALS

DEFENDANTS

1923. March 21. Filed.
L.L.m

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Frank Brown and Amy Brown, his wife;
Romie Brown and Lucy Brown, his wife;
James Brown and Celesten Brown, his wife;
Alice Jordan and Richard Jordan, her husband;
and James Turner, Sr. husband of Frances
Turner, deceased.

Complainants

vs

DECREE

Beatrice Brown, Lillian Brown and James
Turner (all infants under the age of
fourteen years) and John L. Hutton guardian
ad litem of said infants, and Jesse Goode
in her own right and as next friend of Julia
Reid and William Reid, infants,

Defendants

This cause came on this day to be again heard on the papers formerly read and the report of Commissioner Bradford Kilby dated January 27th 1923, and filed January 27th 1923, and the Exhibits and evidence filed therewith, which said report was excepted to by Jessie Goode in her own right and as next friend of Julia Reid and William Reid infants, and was argued by counsel.

On consideration whereof, the Court doth approve and confirm said report of Commissioner Bradford Kilby with the exception that Jessie Goode in her own right and as next friend of Julia Reid and William Reid infants is allowed to participate in the proceeds of the sale of the property in the bill and proceeding mentioned to the extent of $46.50 with interst thereon of six per cent per annum from September 30th 1910 until paid, and Hugh L. Holland Special Commissioner in this suit is hereby directed to pay said sum with interest

as aforesaid to said Jessie Goode in her own right and as next friend of Julia Reid and William Reid infants. The said Hugh L. Holland Special Commissioner is also directed to pay the court costs occasioned by the filing and hearing of the petition of Jessie Goode in her own right and as next friend of Julia Reid and William Reid infants, including the cost of taking the depositions on the said petition.

It appearing to the Court that James Turner Sr. wilfully deserted and abandoned his wife Frances Turner, and that such desertion and abandonment continued until her death, it is adjudged ordered and decreed that said James Turner Sr, husband of Frances Turner, deceased, has no right in said fund, his right of curtesy having been barred.

The Court doth further adjudge order and decree that Hugh L. Holland, Special Commissioner, pay out the court costs of this suit, that he pay the deliquent taxes on said land as set forth in the original report of Bradford Kilby, Commissioner and pay the taxes on said land for the year 1922 up to November 16th 1922, that he pay to Hugh L. Holland Attorney the sum of $60.00 for his services as Attorney in instituting and conducting this suit and also for defending the interest of the original parties herein against the petition brought against them, and that he pay the balance as follows: one sixth (1/6) to Frank Brown; one sixth (1/6) to Romie Brown; one sixth (1/6) to Alice Jordan; the one twelfth (1/12) of Beatrice Brown, and infant to be paid to Romie Brown for her maintenance, support and education; the one twelfth (1/12) to Lilliah Brown, an infant, to be paid to Frank Brown for her maintenance support and education; the one sixth (1/6) of James Turner Jr. to be paid to Frank Brown for his maintenance support and education.

FRANK BROWN ET ALS...COMPLAINANTS

VS DECREE

BEATRICE BROWN ET ALS...DEFENDANTS

Entrd. March 12 ~~Feby 24~~ 1923.

Jas L. McInnis

51 Pg. 409

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

IN THE CIRCUIT COURT OF NANSEMOND COUNTY VIRGINIA:

FRANK BROWN and others

.....Complainants.

Vs. Decree.

BEATRICE BROWN and others

.....Defendants.

This cause came on this day to be again heard on the papers formerly read and the report of the commissioner, Bradford Kilby, dated on the 2nd day of October, 1922, with the exhibits filed therewith, which report has been returned and filed more than ten days from the date of this decree, and to which no exception has been taken, and on the petition of James Turner Sr, this day filed by consent of all parties, and was argued by counsel.

On consideration whereof, the Court doth adjudge, order and decree that James Turner Sr, who is the father of James Turner, Jr, and the husband of Frances Turner, deceased, be and he is hereby made a party complainant in this suit.

The Court doth approve and confirm the said report of commissioner Bradford Kilby, and doth adjudge order and decree that Hugh L. Holland, who is hereby appointed Special Commissioner for that purpose do proceed, after having advertised the time, place and terms of sale by hand bills conspicuously posted in the County of Nansemond, and in the City of Suffolk for at least ten days prior to the day of sale, to sell the real estate in the bill and proceedings mentioned, of ~~which~~ which ~~the~~ Verona Goode died seized and possessed, lying and being in the County of Nansemond, State of Virginia and described as follows: "All that certain piece, parcel or lot of land situated in that plat of building lots in the Eastern suburbs of the City of Suffolk

County and state aforesaid, known as"West Jericho" and described as follows: Beginning at a certain point on the West Side of Third Street in the said "West Jericho" four hundred and eighty (480) feet North of and distant from the Northwest corner of the said Third Street and Railroad Avenue, and running from the said point Northwardly along and fronting on the said Third Street forty (40) feet; thence running Westwardly at a right angle to the said Third Street one hundred and twenty feet; thence running Southwardly in a line parallel with the said Third Street forty (40) feet; and thence running Eastwardly in a straight line one hundred and twenty (120) feet to the point of beginning, said land constituting and being lot number sixty-one(61) as will appear by reference to a map of the said "West Jericho" duly recorded in the Clerk's Office of Nansemond County, in Deed Book No. 22, page 304. Together with all and singular the appurtenances belonging to the same. This being the same lot of land conveyed to Verona Goode by John B. Pinner and Willie G. Pinner, his wife, by their deed dated June 24th, 1910, and duly recorded August 4th, 1910, in Deed Book No. 70, page 68m in the Clerk's Office of the Circuit Court of the County of Nansemond.

Terms of Sale 1/3 Cash, remainder in six & twelve month with option to purchaser to pay cash and take a deed upon confirmation of the sale
But the said Special Commissioner Hugh L. Holland shall have no power to execute this decree until he shall enter into a bond with sufficient security to be approved by the Clerk of this Court, payable to the Commonwealth of Virginia, in the penalty of $ 1500— and conditioned for the faithful discharge of his duties hereunder.

And the said Commissioner shall report to court.

H.L.

FRANK BRWON, and others

Vs: Decree

BEATRICE BRWN, and others

Entered Oct. 31. 1922
J. L. McLemore.

#5-79, 388

We consent to
this decree
Hugh L. Holland atty
for Complainants
John L. Tyler
Atty ad litem for
infant defendants

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

$1.00

To Frank Brown and Amy Brown,his wife,Romie Brown and Lucy Brown, his wife,James Brown and Celesten Brown,his wife,Alice Jordan and Richard Jordan,her husband,

and

Beatrice Brown,Lillian Brown and James Turner,all infants under the age of 14 years,and John K. Hutton,Guardian ad Litem of said infants.

You are hereby notified that on the 12th.day of October 1922 at the office of Bradford Kilby,in the City of Suffolk,Va. at 10 A. 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 18th.day of September 1922 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 interests therein may entitle them to.

(3)

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

(4)

Whether ther are any delinquent taxes due upon the said land or not.

(5)

What is its fee-simple and annual value.

(6)

Any matter especially stated deemed pertinent by the commissioner or required by any party to be so stated,especially stating whether all parties are properly before the Court or not.

Given under my hand as Commissioner in Chancery of said Court the 2nd. day of October 1922.

Bradford Kilby

Commissioner in Chancery.

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

Balnie Brown
Lillian Brown
James Turner
E. John K Stanton
their guardian ad Litem
Frank Brown, Andy Brown,
Ronnie Brown, Lucy Brown,
James Brown, Celester Brown
Alice Jordan, Richard Jordan
by A Willard their attorney

Virginia,

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

Frank Brown and others,)
)
v.) In Chancery.
)
Beatrice Brown and others)

Commissioner's Office,

Suffolk,Va. Oct. 12th.1922.

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 18th.day of September 1922 in the suit in chancery pending in said court between Frank Brown and others,Complainants,and Beatrice Brown and others ,Defendants,the undersigned,Bradford Kilby,one of the Commissioners in Chancery of said Court,respectfully reports as follows:

That on the 2nd.day of October 1922,your commissioner gave notice to the parties to said suit that he would proceed on the 12th. day of October 1922,at his office,in 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 endorsation on the notice herewith returned.

That on the 12th.day of October 1922,at his said office in Suffolk,Va. between the hours of 10 A.M. and 5 P.M.,your commissioner took the depositions of R.J.Norfleet,J. Walter Hosier,Frank Brown and James Brown,touching said inquiries,which depositions are herewith returned as part of this report.

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

(1)

That the real property in the bill mentioned can not be conveniently divided in kind between the several parties entitled to share therein. It is too small,being a lot only 40 by 120 feet in size,and the parties being numerous.

(2)

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

(3)

The interests of those who are netitled to the 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 taxes for the year 1912 are delinquent on said land,also for the year 1915. The respective amounts are:

For the year 1912.	$7.02
For the year 1915.	$7.37
Total	$14.39

The taxes for the year 1922 amount to $12.60,and have not been paid.

There are no other liens on said land by way of record.

(5)

The fee-simple value of said land is about $1.000. and the annual value about $100.

(6)

Your commissioner deems it pertinent to say that James Turner,Sr. father of James Turner Jr.,is living and has not been made a party to this suit. That the correct name of the wife of Frank Brown is Annie instead of Amy,and that John K. Hutton,Guardian ad Litem of the infant defendants,in this suit,was present during the taking of the depositions ~~herewith~~ returned with this report.

Respectfully submitted this 12th.day of October 1922.

Bradford Kilby

Commissioner in Chancery.

Comr's fee: $25.00

J. Walter Hosier,being duly sworn,deposes as follows:

What is your name,age,residence,occupation and do you know the land mentioned in the bill in this casue?

A. J. Walter Hosier, 59 years old,residence,Suffolk, Va.,occupation,real estate and insurance business. I know the land well.

Q. Can the said land be conveniently divided among those entitled to share therein?

A. No. It is too small a lot,only 40 by 120 in size,

Q. Would the interests of those entitled to the property or its proceeds be promoted by an allotment of part and sale of the residue rather than a sale of the entire property?

A. A sale of the entire property would be better. An allotment of part would make the balance unsalable. The property is in bad repair,house leaks,and needs paint. Plastering has fallen in some rooms and the fences are in bad condition. Unless the owners are able to keep it in good condition,a sale of the whole property would be best for all parties.It will soon become untenantable unless repairs are made.

Q. What is the fee-simple and annual value of the property?

A. The fee-simple value is about $1.000. and the annual value about $100.

And further this deponent saith not.

J. Walter Hosier

R. J. Norfleet,being duly sworn,deposes as follows:

Q. What is your name,age,residence,occupation and are you acquainted with the land mentioned in the bill in this cause?

A. R. J. Norfleet,55 years old,residence Suffolk, Va. and occupation real estate and insurance business. I know the land well.

Q. Can the real property in the bill mentioned be conveniently divided in kind between the several parties entitled to share therein?

A. No. It is a small lot 40 by 120 feet in size,and it would be impossible to didvie this conveniently among six people who have interests therein.

Q. Whether the interests of those entitled to said property or its proceeds would be promoted by a sale of the entire property or by a sale of part and allotment of the residue?

A. By a sale of the entire property.Alloting a part would make the remainder practically worthless.

Q. What is the fee-simple and annual value of this property?

A. The fee-simple value about $1.000. and the annual value about $100. The property is located on the North side of the Norfolk and Western Railway,is not as accessible as other property on the South side of said road,and is not increasing in value like that on the South side of said railroad. The house needs painting and plastering in several rooms. The fences need repair,and the roof leaks

And further this deponent saith not.

R. J. Norfleet

James Brown,being duly sworn,deposes as follows:

Q. What is your name,age,residence,occupation and are you one of the parties to this suit?

A. James Brown, 24 years old,live in Suffolk,Va.,I work at Truitt-Cramer's Mill. I am one of the parties to this suit. I am a brother of Verona Goode.

Q. The following people have been made parties to this suit: Frank Brown,Amy Brown,Romie Brown,Lucy Brown,James Brown,Celesten Brown, Alice Jordan,Richard Jordan,Beatrice Brown,Lillian Brown,and James Turner. Are they all who have any interest in the land of which Verona Goode died seised and possessed?

A. The father of James Turner,the infant,is not a party. His name is James Turner Sr. My brother Frank's wife is named Annie and not Amy. Beatrice Brown and Lillian Brown are the illegitimate childrer of my deceased sister,Mason Brown.

Q. Will any of the parties take the entire property and pay the others such sums of money as their interests may entitle them to?

A. None that I know of. All want the property sold,but none want to buy it.

And further this deponent saith not.

James Brown

Frank Brown,being duly sworn,deposes as follows:

Q. What is your name,age,residence,occupation and are you one of the parties to this suit?

A. Frank Brown,27 years ald,live in Suffolk,Va. I work at Truitt-Cramer saw mill. I am a brother of Verona Goods and one of the parties to this suit.

Q. The following people have been made parties to this suit: Frank Brown,Amy ~~Brown~~ Brown, Romie Brown,and Lucy Brown, James Brown,and Celesten Brown,Alice Jordan and Richard Jordan,Beatrice Brown,Lillian Brown and James Turner. Are they all who have any interest in the land of which Verona Goode died seised and possesed?

A. James Turner Sr.,father of James Turner,the infant,is living and is not made a party.Verona Goods died before Francis Turner,the mother of James Turner. Verona Goode died in January 1921 and Francis Turner died on July 26th.1921. My wife is named Annie Brown instead of Amy Brown.

Q. Will any of the parties take the entire property and pay therefor to the other parties such sums of money as their interests may entitle them to?

A. Nobody in the family will buy the others out,so far as I know.

And further this deponent saith not.

Frank Brown

Commissioner's Report.

Frank Brown and others,

v.

Beatrice Brown and others

In Chancery.

Report of Bradford Kilby, Commissioner in Chancery, under decree of Sept.18, 1922.

Filed 10-2-1922

G E Bruce

Clerk.

BRADFORD KILBY
ATTORNEY AT LAW
SUFFOLK, VA.

VIRGINIA.

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND.

Frank Brown and Amy Brown, his wife; Romie Brown and Lucy Brown, his wife; James Brown and Celesten Brown, his wife; Alice Jordan and Richard Jordan, her husband.

.....COMPLAINANTS.

Vs: DECREE

Beatrice Brown, Liilian Brown and James Turner (all three of the said defendants being infants under the age of fourteen (14) years).

.....DEFENDANTS.

This cause came this day to be heard upon the complainants bill and exhibits filed therewith, by consent of all parties, and John K. Hutton, a discreet and competent Attorney at Law, is appointed guardian ad litem to defend the interests of the said infant defendants, Beatrice Brown, Liilian Brown and James Turner, all of whom are under the age of fourteen (14) years, and thereupon the said guardian ad litem filed his answer to the said bill, with general replication thereto,and was argued by counsel.

On consideration whereof the court doth adjudge, order and decree, that all the papers in this cause be referred to one of the commissioners of this court, who is directed to enquire into and report to the court.

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 cannot 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 cannot 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. Whether there are any delinquent taxes due upon the said land or not.

5. What is its fee simple and annual value?

Which several inquiries the said commissioner shall make and to the court report, together with any matter especially stated, deemed pertinent by himself, or required by any party to be so stated, specially stating whether or not all parties are properly before the Court.?

By consent of all parties endorsed hereon, it is ordered that this cause be made a vacation cause, and that all papers may be submitted to the judge of this court, for such decrees and ~~and~~ decrees to be entered in vacation as might be submitted and entered in term time.

FRANK BROWN, and others

Vs: Decree

BEATRICE BROWN, and others

Entered Sept 18, 1922
J. L. McLemore,
Chy. Order Book # 5
Pg. 393

We hereby consent to
this decree.
Complainants by
Holland & Holland
p.q.
John K. Knauss Guardian
ad litem for Infant Defendants.

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

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