

1926-018
Nansemond Co (Suffolk) Chancery Causes: Mertie N. Copeland, gdn vs Frances Lee Copeland, infant et al

Gray, Darden, Godwin, Moore

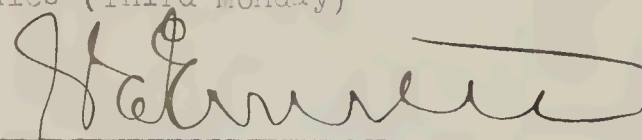
TO THE HONORABLE GEORGE E. BUNTING, CLERK OF THE
CIRCUIT COURT OF NANSEMOND COUNTY:

Mertie N. Copeland in her own right and
Mertie N. Copeland, Guardian of Frances Lee
Copeland.....Complainants

vs.

Frances Lee Copeland, Sarah Eudora Copeland,
Wesley G. Copeland, Richard H. Copeland,
Maggie C. Gray, Emma N. Darden, Ruth V. Cope-
land, Horace L. Copeland, John S. Copeland,
Emma E. Copeland and Thomas J. Copeland, the first
named and the last five named being infants under
the age of twenty-one years.....Defendants

Issue summons to Second Rules (Third Monday)
in September, 1922.


p. q.

Rule Notes:

*Sept. 18, 1922 Process in I return of 2d Oct. Rule 3rd Monday
Guardian ad litem appointed C. B. Godwin Jr.
Bill filed Sept. 18, 1922, & decur nisi.
Oct. Rules 1st Monday, 1922, decur nisi
Confirmation & decree set for hearing.*

Mertie N. Copeland etc.

vs. MEMORANDUM

Frances Lee Copeland et
als

*Memo. & Rules
Notes,*

No deposit made

VIRGINIA:

In the CLERK'S OFFICE of the CIRCUIT COURT of the COUNTY OF NANSEMOND,
on the 18th day of Sept, 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 Mattie W. Copeland

duly qualified on the 18th day of Sept, 1922, as
Guardian of Estates for Copeland, an infant
of the estate of her under the age of fourteen years deceased,
and that she executed and acknowledged a bond as prescribed by law, in the penalty
of \$ 100.00, with J. E. Smith
as suret

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

G. E. Bunting CLERK,
By ✓ D. C.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Mertie M. Copeland, in her own right, and
Mertie M. Copeland, Guardian of Frances Lee
Copeland.....Complainants.

vs.

Frances Lee Copeland et als.....Defendants.

On motion of Bertha V. Gray, formerly Bertha V. Copeland, by counsel, leave is granted her to file her answer to the bill filed in this cause, and said answer is accordingly this day filed.

IN THE CIRCUIT COURT OF NAN-
SECOND COUNTY, VIRGINIA.

()

Mertie M. Copeland, in her
own right, etc.,

vs.

Frances Lee Copeland et als.

DECREE.

Enter: February 1st, 1926.

J. L. McMore

578 590

Suffolk, Va.,

BY

Suffolk, Va.,
BY Mertie N. Copeland
Oct. 20th 1924

192 4

CONCERNING JOURNAL LITERATURE CONCERNING

PLEASE LIST EACH CHECK SEPARATELY

CURRENCY

DOLLARS

CENTS

GOLD

SILVER

CHECKS Name of Paying Bank

The Depositor using this ticket hereby agrees that all iter is payable outside of Suffolk, Va., shall be forwarded by this bank as agent for the depositor at the depositor's risk; that this bank shall not be responsible for negligence, default or failure of sub-agents, nor for losses in the mails; that this bank shall have the right to charge back to the depositor's account any item for which actual payment is not received; that items may be sent direct to the bank on which drawn without waiving any of the above conditions, and that items on Suffolk, Va., are credited subject to actual payment through the next day's clearings; that checks on this bank not good at close of business on day deposited may be charged back to the depositor's account.

Ch D 12/19	\$368.53
Debt	9.34
	<u>\$377.87</u>

Depleate

TOTAL

ALWAYS BRING YOUR BANK BOOK WITH YOU

Mertie N. Copeland etc.
vs.
Frances Lee Copeland et als

October 20, 1924.

Placed to my credit in the National Bank of Suffolk,
Virginia, the sum of Three Hundred Seventy-seven dollars (\$377.⁸⁷/_{xx}),
and eighty-seven cents.

Mrs. M. N. Copeland.

Principle = \$368. 53
Interest = 9. 34

Total = \$377. 87

TO THE HONORABLE JAMES L. McLEMORE, JUDGE OF THE
CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

Mertie N. Copeland etc.....Complainant
vs. FINAL REPORT OF COMMISSIONER
Frances Lee Copeland et als.....Defendants

Your Special Commissioner, S. E. Everett, appointed
on the 25th day of November, 1922, in the above-styled suit,
respectfully submits the following report:

That under a decree entered November, 25th, 1922,
your said Special Commissioner, S. E. Everett, executed and
delivered deed for the land mentioned in these proceedings to
the purchaser, Z. H. Powell, for the sum of.....\$600.00

That the said sum of \$600.00 was paid
to the Circuit Court of Nansemond County and
disbursed by the said Court in accordance with the
following statement:

In accordance with decree dated
November 25th, 1922, paid to Mertie N. Copeland,
voucher, the sum of.....\$100.00

Deposited in National Bank of Suffolk,
Suffolk, Virginia, certificate, the sum of.....\$500.00
Balanced.....\$600.00 \$600.00

Amount in the National Bank of Suffolk,
with interest, on July 14th, 1923.....\$511.67

In accordance with decree dated
July 14th, 1923, the said National Bank of
Suffolk paid to Mertie N. Copeland, voucher,
the sum of.....\$100.00

Certificate of said bank filed for..... 411.67
Balanced.....\$511.67 \$511.67

Amount in the National Bank of Suffolk
with interest, on January 9th, 1924.....\$418.53

In accordance with decree dated
January 9th, 1924, the said bank paid to
Mertie N. Copeland, voucher, the sum of.....\$ 50.00

Certificate of said bank filed
for the sum of..... 368.53
Balanced.....\$418.53 \$418.53

In the National Bank of Suffolk,
with interest, on October 18th, 1924,.....\$377.87

In accordance with decree dated
October 18th, 1924, the said bank withdrew
its said certificate of \$368.53, and placed
to the account of Mertie N. Copeland in said
bank, the said sum of.....\$377.87
vouchers filed herewith.

Balanced.....\$377.87 \$377.87

That the entire purchase price of the said land
mentioned in these proceedings has been paid out to the said
Mertie N. Copeland from time to time, for the maintenance,
education and support of the said infant, Frances Lee Copeland,
and vouchers filed with the reports of the said Special Com-
missioner, S. E. Everett, in these proceedings.

And there remaining nothing further to be done in
this cause your said Special Commissioner, S. E. Everett, asks
that the said report be confirmed and the said cause stricken
from the docket.

Respectfully submitted:


Special Commissioner.

February 1-1926

IN THE CIRCUIT COURT OF
NANSEMOND COUNTY, VIRGINIA

Mertie N. Copeland etc.

vs. FINAL REPORT OF
SPECIAL COMMISSIONER

Frances Lee Copeland et als

Filed the 1st day of

February, 1926.

J. M.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

Mertie N. Copeland etc.....Complainant

vs. DECREE

Frances Lee Copeland et als.....Defendants

This cause came on this day to be heard on the papers formerly read and on the report of S. E. Everett, Special Commissioner, this day filed, which report shows that on the 9th day of January, 1924, there was in the National Bank of Suffolk, Suffolk, Virginia, to the credit of the Court in this suit, the sum of \$411.67, that the said bank issued a new certificate of deposit, dated the 9th day of January, 1924, for the sum of \$368.53 and deposited in the said bank, to the credit of Mertie N. Copeland, mother of Frances Lee Copeland, the sum of \$50.00, to which report there is no exception and was argued by counsel.

On consideration whereof, the Court doth ADJUDGE, ORDER and DECREE that the said report be confirmed.

And it further appearing to the Court from the said report that the said Mertie N. Copeland, mother of Frances Lee Copeland, is in need of funds for the maintenance, education and support of the said Frances Lee Copeland, the Court doth direct the said National Bank of Suffolk, Suffolk, Virginia, to withdraw the certificate for \$368.53, filed in this suit, and deposit this said amount, with interest to date, to the credit of Mertie N. Copeland in the said bank.

And the said S. E. Everett, Special Commissioner is required to report his transactions under this said decree to the said Court, filing with said report deposit slip of the said National Bank of Suffolk, Suffolk, Virginia, show-

2.

ing that the said bank has deposited the sum of \$368.53,
with interest to the date of this decree at three per cent
to the credit of the said Mertie N. Copeland.

IN THE CIRCUIT COURT OF
NANSEMOND COUNTY, VIRGINIA

Mertie N. Copeland etc.

vs. DECREE

Frances Lee Copeland et als

Enter 18th day of October, 1924.

Jas. S. McIlmoe

Entered October 18, 1924,

Chancery Order Book

No. 3, page 497

DEPOSITED IN
National Bank of Suffolk
Suffolk, Va.,

Suffolk, Va.,
BY *Mertie N. Copeland*
Jan. 9- 1924
CLARENCE J. HARRIS, LITH. (COMBILLE)

		DOLLARS	CENTS
CURRENCY			
GOLD			
SILVER			
CHECKS	Name of Paying Bank		
The Depositor using this ticket hereby agrees that all iter is payable outside of Suffolk, Va., shall be forwarded by this bank as agent for the depositor at the depositor's risk; that this bank shall not be responsible for negligence, default or failure of sub-agents, nor for losses in the mails; that this bank shall have the right to charge back to the depositor's account any item for which actual payment is not received; that items may be sent direct to the bank on which drawn without waiving any of the above conditions, and that items on Suffolk, Va., are credited subject to actual payment through the next day's clearings; that checks on this bank not good at close of business on day deposited may be charged back to the depositor's account.		Oct 10 - \$50 00 Nov. 3 - Cash Order -	
TOTAL			

ALWAYS BRING YOUR BANK BOOK WITH YOU

TO THE HONORABLE JAMES L. McLEMORE, JUDGE OF THE
CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

Mertie N. Copeland etc.....Complainant
vs. REPORT OF COMMISSIONER
Frances Lee Copeland et als.....Defendants

Your Commissioner, S. E. Everett, appointed the
25th day of November, 1922, in the above-styled suit,
respectfully submits the following report:

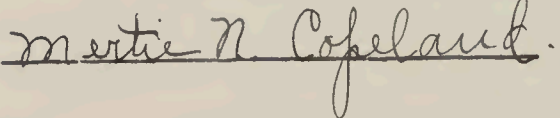
Under decree entered the 9th day of January, 1924,
the National Bank of Suffolk, Suffolk, Virginia, withdrew
certificate of the said bank, dated July 14th, 1923, for
the sum of \$411.67, filed in this suit, and deposited to
the credit of Mertie N. Copeland the sum of \$50.00 in the
said bank, and issued a new certificate to the credit of
the Court in this cause for the sum of \$368.53, dated the
9th day of January, 1924, bearing 3% interest, which said
certificate is filed with this report.

Your Commissioner further states that the said
Mertie N. Copeland, mother of Frances Lee Copeland, says
she is greatly in need of funds for the maintenance, educa-
tion and support of the said Frances Lee Copeland; that the
amount now to the credit of the Court in this cause is
small, being under \$500.00, and your Commissioner asks, at
the request of the said Mertie N. Copeland, that the said
National Bank of Suffolk, Suffolk, Virginia, be directed
to deposit the entire sum in the said bank to the credit
of the said Mertie N. Copeland.

Your Commissioner states that the said Mertie N. Copeland really has a dower right in these said funds, which said dower right she was willing to waive for the benefit of her daughter, the said Frances Lee Copeland, and therefore an amount around the sum of \$160.00 really belongs to the said Mertie N. Copeland as the widow of Wallace S. Copeland and the mother of Frances Lee Copeland.

Your Commissioner further asks that this report be confirmed and that a decree be entered directing the National Bank of Suffolk, Suffolk, Virginia, to withdraw its certificate, dated the 9th day of January, 1924, for the sum of \$368.53, and place to the credit of the said Mertie N. Copeland the entire amount in the said bank, including principal and interest.

Respectfully submitted:


Special Commissioner

Mertie N. Copeland.

IN THE CIRCUIT COURT OF
NANSEMOND COUNTY, VIRGINIA

Mertie N. Copeland etc.

vs. REPORT OF
COMMISSIONER

Frances Lee Copeland et als

Filed 18th day of October,
1924.

James S. McManis

In the Circuit Court of Nansemond County, Virginia.

Mertie N. Copeland etc.....Complainant

vs. DECREE

Frances Lee Copeland et als.....Defendants

This cause came on this day to be heard on the papers formerly read and on the report of S. E. Everett, Special Commissioner, this day filed, which report shows that the said S. E. Everett, Special Commissioner, paid to Mertie N. Copeland the sum of One Hundred (\$100.00) Dollars, and deposited in the National Bank of Suffolk, Suffolk, Virginia, to the credit of the Court in this cause the sum of Five Hundred (\$500.00) Dollars on interest, filing vouchers with the said report, all of which money was received from Z. H. Powell, to which report there is no exception and was argued by counsel.

On consideration whereof the Court doth adjudge, order and decree that the said report be confirmed, and it further appearing to the Court from the said report, that the said Mertie N. Copeland, mother of Frances Lee Copeland, is in need of funds for the maintenance, education and support of the said Frances Lee Copeland, the Court doth direct the said National Bank of Suffolk, Suffolk, Virginia, to withdraw the certificate for Five Hundred (\$500.00) Dollars, filed in this suit, and transfer One Hundred (\$100.00) Dollars of the amount to Mertie N. Copeland, issuing a new certificate for the remainder of the said Five Hundred (\$500.00) Dollars and interest, payable to the Circuit Court of the County of Nansemond, Virginia, in this cause.

And the said S. E. Everett, Special Commissioner, is required to report the said transaction to the said Court, filing

with the said report the voucher of the said National Bank of Suffolk, Suffolk, Virginia, showing a deposit of One Hundred (\$100.00) Dollars to the credit of Mertie N. Copeland, and also certificate of the said bank for the funds remaining in the said bank to the credit of the Court in this cause.

Mertie N. Copeland etc.

vs. DECREE

Frances Lee Copeland et als

Enter 14 day of July, 1923.

J.M.

~~#5~~ Page 430

Entered July____, 1923,

Chancery Order Book

No.____, page____.

\$100.00

November , 1922.

Received of Z. H. Powell the sum of One Hundred (\$100.00) Dollars, the amount directed to be paid to me in the suit of Mertie N. Copeland etc. vs. Frances Lee Copeland et als, to be spent for the education, maintenance and support of the said Frances Lee Copeland, my daughter,

Mertie N. Copeland.

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

Mertie N. Copeland.etc.....Complainant

vs.

Frances Lee Copeland et als.....Defendants

Your Commissioner, S. E. Everett, appointed the 25th
day of November, 1922, in the above-styled suit, respectfully
submits the following report:

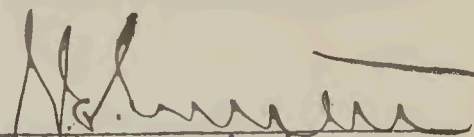
In accordance with the said decree, entered the 25th
day of November, 1922, your Commissioner received from Z. H.
Powell the sum of Six Hundred (\$600.00) Dollars, and disposed
of the same as follows:

Paid to Mertie N. Copeland, November 29th, 1922, \$100.00,
voucher for same filed herewith;

Deposited in the National Bank of Suffolk, Suffolk,
Virginia, November 29th, 1922, \$500.00, with interest, certificate
of the same bank filed herewith.

Your Commissioner further states that the said Mertie
N. Copeland, mother of Frances Lee Copeland, says she is greatly
in need of funds for the maintenance, education and support of
the said Frances Lee Copeland, and asks the Court to allow her
the sum of One Hundred (\$100.00) Dollars out of these funds, for
such purposes, deposited in the said National Bank of Suffolk,
Suffolk, Virginia, to the credit of the Court in this cause.

Respectfully submitted:


Special Commissioner.

Mertie N. Copeland etc.

vs. REPORT

Frances Lee Copeland et als

Filed 14 day of July, 1923.
JLM.

In the Circuit Court of Nansemond County, Virginia.

Mertie N. Copeland etc.....Complainant

vs. DECREE

Frances Lee Copeland et als.....Defendants

This cause came on this day to be heard on the papers formerly read and on the report of S. E. Everett, Special Commissioner, this day filed, which report shows that on the 14th day of July, 1923, there was in the National Bank of Suffolk, Suffolk, Virginia, to the credit of the Court in this suit, the sum of \$511.67, that the said bank issued a new certificate of deposit, dated the 14th day of July, 1923, for the sum of \$411.67 and deposited in the said bank, to the credit of Mertie N. Copeland, mother of Frances Lee Copeland, the sum of \$100.00, deposit-slip filed therewith, to which report there is no exception and was argued by counsel.

On consideration whereof, the Court doth adjudge, order and decree that the said report be confirmed.

And it further appearing to the Court from the said report, that the said Mertie N. Copeland, mother of Frances Lee Copeland, is in need of funds for the maintenance, - education and support of the said Frances Lee Copeland, the Court doth direct the said National Bank of Suffolk, Suffolk, Virginia, to withdraw the certificate for \$411.67, filed in this suit, and transfer \$50.00 to the account of Mertie N. Copeland, issuing a new certificate for the remainder of the said \$411.67 and interest, payable to the Circuit Court of Nansemond County, Virginia, in this cause.

And the said S. E. Everett, Special Commissioner, is

required to report the said transaction to the said Court, filing with the said report the voucher of the said National Bank of Suffolk, Suffolk, Virginia, showing a deposit of Fifty (\$50.00) Dollars to the credit of Mertie N. Copeland, and also certificate of the said bank for the funds remaining in the said bank to the credit of the Court in this cause.

In the Circuit Court of
Nansemond County, Virginia.

Mertie N. Copeland etc.

vs. DECREE

Frances Lee Copeland et als

Enter 9th day of January, 1924.

James M. Moore

Entered January 9, 1924,

Chancery Order Book

No. 5, page 450

This is to certify that the National Bank of Suffolk,
Suffolk, Virginia, placed to my credit in the said bank,
on the 14th day of July, 1923, the sum of One Hundred
(\$100.00) Dollars, to be checked upon by me.

Myrtle N. Copeland.

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

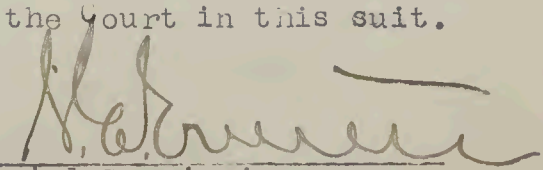
Mertie N. Copeland etc.....Complainant
vs. Commissioner's Report
Frances Lee Copeland et als.....Defendants

Your Commissioner, S. E. Everett, appointed the 25th
day of November, 1922, in the above-styled suit, respect-
fully submits the following report:

On the 14th day of July, 1923, there was to the credit
of the Court in this suit, in the National Bank of Suffolk,
Suffolk, Virginia, including interest, the sum of \$511.67,
and in accordance with a decree entered on the said 14th day
of July, 1923, the said National Bank of Suffolk, Suffolk,
Virginia, deposited in the said bank, to the credit of Mertie
N. Copeland, the sum of One Hundred (\$100.00) Dollars and
issued a new certificate to the credit of the Court in this
suit, bearing 3% interest, for \$411.67, which certificate of
the said bank is herewith filed with this report, to be with-
drawn by the said bank in accordance with order of the Court.

Your Commissioner further states that the said Mertie N.
Copeland, mother of Frances Lee Copeland, says she is greatly
in need of funds for the maintenance, education and support
of the said Frances Lee Copeland, and asks the Court to allow
her the sum of Fifty (\$50.00) Dollars, out of these funds for
such purposes, deposited in the said National Bank of Suffolk,
Suffolk, Virginia, to the credit of the Court in this suit.

Respectfully submitted: /


Special Commissioner.

In the Circuit Court of
Nansemond County, Virginia.

Mertie N. Copeland etc.

vs. REPORT

Frances Lee Copeland et als

Filed 9 day of January, 1924

J. L. M.

IN THE CIRCUIT COURT OF NANCEMOND COUNTY, VIRGINIA.

Mertie N. Copeland in her own right and
Mertie N. Copeland, Guardian of
Frances Lee Copeland.....Complainants

vs.

Frances Lee Copeland, Sarah Eudora Copeland,
Wesley G. Copeland, Richard H. Copeland,
Maggie C. Gray, Emma N. Darden, Ruth V. Cope-
land, Horace L. Copeland, John S. Copeland,
Elmer E. Copeland and Thomas J. Copeland, the first
named and the last five named being infants under
the age of twenty-one years.....Defendants

This cause, which has regularly matured at Rules,
came on this day to be heard upon the complainants' bill and
the answer of C. B. Godwin, Jr., Guardian ad litem of the said
infants, Frances Lee Copeland, Ruth V. Copeland, Horace L.
Copeland, John S. Copeland, Elmer E. Copeland and Thomas J.
Copeland, who was duly appointed at Rules; the answers of Sarah
Eudora Copeland, Wesley G. Copeland, Richard H. Copeland, Maggie
C. Gray and Emma N. Darden to the said bill, to which answers
the complainants replied generally and on exhibit and depositions
of C. B. Godwin, Sr. and W. C. Moore, and was argued by counsel:

On consideration whereof, it being clearly shown
from the evidence and depositions taken in this cause that the
interest of the said infant, Frances Lee Copeland, will be promo-
ted by a sale of the interest of the said infant in the said tract
of land mentioned in the bill and proceedings, for the sum of Six
Hundred (\$600.00) Dollars, and the said purchaser, Z. H. Powell
paying the cost of these proceedings, and the Court being of the
opinion that the rights of no person will be violated thereby,
the Court doth adjudge, order and decree that S. E. Everett, who is
hereby appointed Special Commissioner for the purpose, to execute

a deed conveying the said interest of the said infant, Frances Lee Copeland, in the following described property as set out in the bill, to Z. H. Powell:

All that certain tract of land near Chuckatuck, Nansemond County, Virginia, known as the Rogers Farm, containing Three Hundred Ten (310) acres, more or less, including highland and marsh and bounded by what is known as the Crocker Farm, the Pembroke Farm and the road leading from the Chuckatuck County Road to the Pembroke Farm. It being the same land of which J. Samuel Copeland died seized and possessed and also being the said land conveyed to the said J. Samuel Copeland by C. B. Godwin and wife, by deed dated the 18th day of December, 1903, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 56, page 153.

The said Commissioner, S. E. Everett, is directed to deposit the sum of \$500.00 in one of the banks of the City of Suffolk, Virginia, to the credit of the Court in this cause, for the benefit of the infant, Frances Lee Copeland, the said Mertie N. Copeland waiving any rights she may have as the widow of the said Wallace S. Copeland, deceased, and to pay the sum of \$100.00 to the said Mertie N. Copeland, mother of the said infant, Frances Lee Copeland, to be used for the maintenance, education and support of the said infant, Frances Lee Copeland, and report his proceedings hereunder to the Court and return therewith the certificate of said deposit and the voucher of the said Mertie N. Copeland for the said \$100.00; and the said S. E. Everett, Special Commissioner, shall have no power to execute this decree until he shall enter into bond with sufficient security in the Clerk's Office of this Court, payable to the Commonwealth of Virginia, in the penalty of \$1,000.00, conditioned upon the faithful discharge of his duties hereunder or of any further decrees to be entered herein.

Mertie N. Copeland etc.

vs. DECREE

Frances Lee Copeland et als

Enter the 25 day of Nov.,
1922.

Jack M. Lumsden

Entered the 31 ^{Nov.} ~~October~~, 1922.

Chancery Order Book

No. 57, page 468

IN THE NAME OF GOD, AMEN:

I, J. Samuel Copeland, of Nansemond County, Virginia, being of sound mind and memory, do hereby make, publish and declare this my last will and testament, as follows, to-wit:

1st. After my death I wish my body given a decent christian burial.

2nd. I desire that out of any property I may leave all my just debts if any I owe at that time, and charges of administration be paid.

3rd. I give, devise and bequeath unto my beloved wife, Sarah E. Copeland, all my estate of every kind, character and description real, personal and mixed. of which I may die, seized or possessed, to be hers until my youngest child shall reach the age of twenty-one (21) years; after that and when my said youngest child shall have attained the age of twenty-one (21) years, then it is my will and desire and I direct that all of my said property shall pass and descend to my wife and children according to the law of descents in the State of Virginia, my wife taking her share as my widow and the other remaining part being divided among all of my said children according to such law.

I nominate and appoint my wife Sarah E. Copeland to be the Executrix of this my last will and testament, and respectfully request the court or officer before whom she may qualify not to exact any security of her as such, as I have full faith and confidence in her integrity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of October, 1913.

J. Samuel Copeland, (SEAL)

Signed, sealed, published and declared by the said J. Samuel Copeland, as and for his last will and testament, in the presence of us, who at his request, and in his presence, and in the presence of each other, have subscribed our names and witnesses hereto.

M. W. Crumpler, Witness

A. L. Beale "

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County on Friday the 12th day of February, 1915.

The last will and testament of J.Samuel Copeland,(late of this County) deceased, was this day produced before the undersigned Clerk, of said Court, by Sarah E. Copeland, Executrix, therein named, and fully proved according to law by the oath of M.W.Crumpler, one of the subscribing witnesses thereto, and ordered to be recorded.

On motion of the said Sarah E.Copeland, executrix as aforesaid, having taken the oath required by law, entered into and acknowledged a bond in the penalty of One Thousand Dollare,(but without security) the said will directing that none be required of her), conditioned and payable according to law, certificate is granted the said Sarah E.Copeland, for obtaining letters of administration of the estate of J.Samuel Copeland in due form.

And it is ordered that said bond be recorded.

Teste: G.E.Bunting, Clerk.

By, Kate Parker, D.C.

A true copy made this 28th day of October, 1922.

Attest: G. E. Bunting, Clerk.

By, Ruby V. Benton D.C.

Bill

Mertie N. Copeland, Guardian of Frances Lee Copeland,
infant under twenty-one years of age.

Mertie N. Copeland etc. calls upon C. B. Godwin, Sr.,
to answer upon oath the following interrogatories to be used
in evidence on behalf of the said Mertie N. Copeland at the
hearing of this case, which interrogatories are agreed upon
by C. B. Godwin, Jr., Guardian ad litem of the said Frances
Lee Copeland, infant under twenty-one years of age, to-wit
seven years: *and Ruth V. Copeland, Horace L. Copeland, John A. Copeland,
Clara E. Copeland and Arthur J. Copeland as joint defendants*

1. Q. Are you familiar with the tract of land known
as the Rogers Farm, of which J. Samuel Copeland died
seized and possessed.

A. Yes.

2. Q. Are you familiar with the will that J. Samuel
Copeland left.

A. No, I am not, but I have heard that the property
was left to his widow until his youngest child was twenty-
one years of age and then it was to be sold and divided.

3. Q. How old is the youngest child now.

A. I don't know but I know there are several small
children going to school now.

4. Q. How many children did J. Samuel Copeland have.

A. I have heard there were ten of them.

5. Q. Is his wife living.

A. Yes.

6. Q. Did you know Wallace Copeland.

A. Yes, he has been dead about four or five years.

7. Q. Was he the husband of Mertie N. Copeland and the father of the child, Frances Lee Copeland.

A. Yes, he was the husband of Mertie Copeland and I know they had a child but I do not know the name of the child.

8. Q. The child, Frances Lee Copeland, is about seven years old and has started school and has no support except a small amount that the mother, Mertie N. Copeland, who works for a very small salary, can give her. Mr. Z. H. Powell, while he does not care one way or another for this interest in the property, has agreed to give for this interest of Frances Lee Copeland and her mother the sum of \$600. and pay the cost of obtaining an order for the sale of the said property. If the child needs the money for her support, maintenance and education, would you think it advisable to sell the same, and if so, do you think \$600.00 would be a good price for the same.

A. It is more than I would give for it and I certainly think \$600. would be a good price for her interest in the land at the present value. I don't know anything about her necessities or the necessities of the child and do not know whether it would be advisable or not but if it was for reinvestment I think it would be advisable to take the price offered. Money compounded at 6% doubles itself in about twelve years. When I sold this same farm, more than ten years ago, I sold it for \$7,000. and it was in better condition then than it is in now. It has depreciated and the timber has been cut off since then, but while it is not in as good condition it would possibly bring more to-day than

3.

when I sold it as there has been some inflation of values, however, I don't think it would bring over \$10,000.00. The buildings have depreciated and considering everything I should think it would be wise to accept this offer and re-invest the funds, I think the child, or its mother, or both, would be benefited by a re-investment. As I stated before I do not know anything about the child's needs.

C B Godwin

Subscribed and sworn to by C. B. Godwin, Sr., before me this 21st day of October, 1922.

W. H. Riddick

Notary Public.

Sue W. Riddick

Notary Public for
City of Suffolk.

These interrogatories agreed upon and I was present when answered.

C B Godwin Jr

Guardian ad litem of Frances
Lee Copeland, infant under the
age of twenty-one.

Ruth V. Copeland
Horse Lee Copeland, John D Copeland
Ellen Elbridge Copeland, and
Thomas J. Copeland. infans Defendants.

Mertie N. Copeland, Guardian of Frances Lee Copeland,
infant under twenty-one years of age.

Mertie N. Copeland calls upon W. C. Moore to
answer upon oath the following interrogatories to be used
in evidence on behalf of the said Mertie N. Copeland at the
hearing of this case, which interrogatories are agreed upon
by C. B. Godwin, Jr., Guardian ad litem of the said Frances
Lee Copeland, infant under twenty-one years of age, to-wit
seven years;

1. Q. Are you familiar with the tract of land known
as the Rogers Farm, of which J. Samuel Copeland died seized and
possessed.

A. I am. I live within one mile of it and own
land near it.

2. Q. Are you familiar with the will that J. Samuel
Copeland left.

A. Only what I have been told, that is that he
left all of his property to his wife until his youngest child
became 21 years old, then it is to be divided, as I understand it,
as the law provides.

3. Q. How old is the youngest child now.

A. a small boy eight or nine years old.

4. Q. How many children did J. Samuel Copeland leave.

A. Ten.

5.Q.Is his wife living.

A. Yes.

6. Q. Did you know Wallace Copeland.

A. Yes, he has been dead three or four years.

7. Q. Was he the husband of Mertie N. Copeland and father of the child Frances Lee Copeland.

A. Yes.

8. Q. The child Frances Lee Copeland is about seven years old and has started school and has no support except a small amount that her mother, Mertie . . Copeland, who works for a very small salary, can give her. Mr. Z. H. Powell, while he does not care one way or another for this interest in the property, has agreed to give for this interest of Frances Lee Copeland and her mother the sum of \$600.00 and pay the cost of obtaining an order for the sale of the said property. If the child needs the money for her support, maintenance and education, would you think it advisable to sell the same, and if so, do you think \$600.00 would be a good price for the same.

A. I would certainly think so on account of the property being tied up as it is and I base my answer on the following reasons: This farm has gone down since the death of Mr. J. Samuel Copeland rapidly, and it will be about twelve or thirteen years before the infant will get any

income from the same and whether the \$600. is spent on the education and maintenance of the child or not if the \$600. was put out at interest for thirteen years it would be more than the interest in the property would amount to if the property was sold when the youngest child of J. Samuel Copeland becomes 21 years of age. After the child becomes 21 years old Mrs. Copeland, as I understand it, still gets her life interest. Of course I don't know how long she is going to live but anyway if it was sold subject to her rights if she was then living, would have a great deal to do with what the farm sold for, but if she were to die before or at the end of the thirteen years the farm would not bring as much as the \$600. would amount to at interest up to that time.

9. Q. Is there anything else you can say that would throw any light on this subject.

A. Nothing specially except I might express my opinion. There are several children and they are of course scattered around and I should ^{think} something would be done with this farm before the youngest child becomes 21 years of age. I feel like some certain one or several of them will finally get together and see what they can do with the property and keep it from going down as much as possible. When a farm belongs to so many people, certainly as many as ten, it is seldom improved.

W. C. Moore

Subscribed and sworn to by W. C. Moore before me this 21
day of October, 1922.

Present and agreed upon
CBG
Gordon ad Litem

Sue W. Riddick
Notary Public

H. C. Moore
Notary Public.

Murtho H. Copeland
etc -
OR Deposition
Sarah E. Copeland
et al

Filed Oct. 21 - 1922
H. B. Ambrose
Clerk

Present: _____
H. B. Ambrose, Counsel
for all adults -

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

Mertie N. Copeland etc.....Complainant

vs. FINAL DECREE

Frances Lee Copeland et als.....Defendants

This cause came on this day ^{to be} ^{heard} again on the papers formerly read and on the answers, under oath, of Horace L. Copeland, John S. Copeland and Elmer E. Copeland, infant defendants under the age of twenty-one years but over the age of fourteen years, ^{and on the answer of Bertha V. Way filed this day} this day ^{filed} and on the report of S. E. Everett, Special Commissioner, dated the first day of February, 1926, and exhibits filed therewith, this day filed, to which report there are no exceptions and was argued by counsel.

On consideration whereof, it appearing to the Court from said report, that in pursuance of a decree entered in this cause on the 25th day of November, 1922, the said Special Commissioner, S. E. Everett, delivered deed for the said property to the said purchaser, Z. H. Powell; that the said Z. H. Powell paid the sum of One Hundred (\$100.00) dollars to the said Mertie N. Copeland and placed the sum of \$500.00 in the National Bank of Suffolk, Suffolk, Virginia, to the credit of the Court in this cause, voucher of Mertie N. Copeland and certificate of the National Bank of Suffolk, Suffolk, Virginia, being duly filed with report of S. E. Everett, Special Commissioner, dated the 14th day of July, 1923.

And it further appearing to the Court that the said sum of \$500.00 has been properly disbursed in accordance with decrees entered in this cause and vouchers for the same filed with the reports of the said Special Commissioner, S. E. Everett, ^{by and with the consent of all parties the guardian ad litem consulting for the infants} the Court doth ^{ADJUDGE}, ORDER and DECREE that the said report of S. E. Everett, Special Commissioner be, and the same hereby is approved and confirmed. And there remaining nothing further to be done in this cause it is ordered stricken from the docket.

(21)
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY, VIRGINIA

Mertie N. Copeland etc

vs. FINAL DECREE

Frances Lee Copeland et als

Enter the 1st day of February,
1926.

Jas. S. McEmore

We hereby consent to this decree

*J. E. Everette ally
for court parties*

*Chas. B. Gordon
Guardian ad Litem*

ENTERED THE _____ DAY OF
FEBRUARY, 1926,

CHANCERY ORDER BOOK

NO 5, PAGE 590

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Mertie N. Copeland, in her own right, and
Mertie N. Copeland, Guardian of Frances Lee
Copeland.....Complainants.

vs.

Frances Lee Copeland et als.....Defendants.

THE SEPARATE ANSWER OF BERTHA V. GRAY TO A BILL OF
COMPLAINT EXHIBITED AGAINST HER AND OTHERS IN THE
CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA, BY MER-
TIE N. COPELAND, IN HER OWN RIGHT, AND MERTIE N. COPE-
LAND, GUARDIAN OF FRANCES LEE COPELAND.

This respondent, reserving to herself the benefit of
all just exceptions to the said bill, for answer thereto, or to
so much thereof as she is advised that it is material she should
answer, answers and says:

That she is one of the daughters of John Samuel Cope-
land, deceased; that her maiden name was Bertha V. Copeland;
that she was made a party defendant to said bill as Ruth V.
Copeland; that at the time of the filing of said bill she was
an infant under the age of twenty-one years, but over the age
of fourteen years; that she failed to file her answer, under
oath, to said bill; and that she is now an adult.

This respondent does not object to the sale of the in-
terest of Frances Lee Copeland in the real estate described in
the bill, and she concurs in and consents to all that has been
done in this suit.

And now having fully answered, she prays to be hence
dismissed with her reasonable costs, in this behalf expended, and
she will ever pray, etc.

Bertha V. Gray

Virginia:

In the Circuit Court of
Hansemond County.

Mertie N. Copeland, in her
own right, etc.,

vs.

Frances Lee Copeland et als.

Answer of Bertha V. Gray.

Filed: February 1, 1926.

J.L.M.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

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Mertie N. Copeland, in her own right, and
Mertie N. Copeland, Guardian of Frances Lee
Copeland.....Complainants.

vs.

Frances Lee Copeland et als.....Defendants.

THE ANSWER, UNDER OATH, OF HORACE L. COPELAND, JOHN S. COPELAND, AND ELMER E. COPELAND, INFANTS UNDER THE AGE OF TWENTY-ONE, BUT OVER THE AGE OF FOURTEEN, TO A BILL OF COMPLAINT EXHIBITED AGAINST THEM AND OTHERS BY MERTIE N. COPELAND, IN HER OWN RIGHT, AND MERTIE N. COPELAND, GUARDIAN OF FRANCES LEE COPELAND, IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

For answer to the said bill these defendants say that they are, respectively, twenty, eighteen, and seventeen years of age; that said bill of complaint was filed in the Clerk's Office of said Court on the 18th day of September, 1922; that they, by reason of their tender years, know but little of the allegations of the said bill, but so far as they do know they believe the same to be true, and they see no reason why the prayer of the bill should not be granted; that they are advised that they were made parties defendant to said bill by reason of the fact that, if the said Frances Lee Copeland were dead, they would be some of her heirs and distributees; accordingly they concur in the prayer of the bill and consent to what has been done in this suit, but they rely upon the Court to protect their interests. And now, having fully answered, they pray to be hence dismissed, with their costs. And they will ever pray, etc.

x Horace L. Copeland
x John S. Copeland
x Elmer E. Copeland

State of Virginia;

County _____ of Nansemond _____; To-wit:-

Sworn to before me in my _____ county aforesaid, by
Horace L. Copeland, John S. Copeland, and Elmer E. Copeland, this
28th day of January, 1926.

M. W. Crumpler
Notary Public.

*My Commissioner expires
Dec 29th 1927*

VIRGINIA

IN THE CIRCUIT COURT OF
HANSEMOND COUNTY:

MERTIE N. COPELAND, IN HER
OWN RIGHT, AND MERTIE N.
COPELAND, GUARDIAN OF
FRANCES LEE COPELAND,

vs.

FRANCES LEE COPELAND ET
ALS.

ANSWER UNDER OATH OF IN-
FANT DEFENDANTS OVER FOUR-
TEEN YEARS OF AGE.

Filed: *February* ~~January~~ *1st*, 1926.

J. L. M.

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

Mertie N. Copeland etc.....Complainants

vs. IN CHANCERY

Frances Lee Copeland et als.....Defendants

The answer of Frances Lee Copeland, infant .
under the age of twenty-one years, to-wit: seven years of age,
by C. B. Godwin, Jr., a discreet and competent attorney at law,
her Guardian ad litem assigned to defend her in this suit, and
the answer of the said C. B. Godwin, Jr., Guardian ad litem of
the said infant defendant to a bill of complaint exhibited
against the said infant and others by Mertie N. Copeland et al
in the Circuit Court of the County of Nansemond, Virginia,

For answer to the said bill, the said infant
defendant, by her said Guardian ad litem, answers and says that
being of tender years she does not know what her true interest
is in relation to the subject matter of the said bill, nor does
she know whether the statements contained therein are true or
not. She confides the protection of her interest therein to the
said Court. And the said Guardian ad litem of the said infant
defendant for answer to the said bill answers and says that he is
familiar with the facts as set out in the said bill and is famil-
iar with the said property and its value etc. and is confident
that the consideration offered by the said Z. H. Powell is a good
price for the said property and that it would be to the advantage

2.

of the said infant to have the same sold at this time and the funds placed in the care of the Court.

And, now, having fully answered, they pray hence to be dismissed with their costs, etc.

Chas B. Godwin Jr.
Guardian ad litem.

Leaves Lee Copeland

By Chas B. Godwin Jr.
Guardian ad litem of said
infant.

STATE OF VIRGINIA,

CITY OF SUFFOLK, To-wit:

Sworn to before me in my City aforesaid by
C. B. Godwin, Guardian ad litem as aforesaid, this, the 2nd
day of October, 1922.

H. C. [Signature]
Notary Public.

Mertie N. Copeland, etc.

vs. ANSWER OF FRANCES
LEE COPELAND

Frances Lee Copeland et als

Filed the 2nd day of

October, 1922.

J. E. Bentley,
Clerk

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

Mertie N. Copeland etc.....Complainants

vs. IN CHANCERY

Frances Lee Copeland et als.....Defendants

The joint and several answers of Sarah Eudora Copeland, Wesley G. Copeland, Richard H. Copeland, Maggie C. Gray and Emma N. Darden to a bill in equity exhibited against them and others in the Circuit Court of the County of Nansemond, Virginia, by Mertie N. Copeland et al.

Your respondents state that they have been advised that they are necessary parties to this suit, being the mother, brothers and sisters of Wallace S. Copeland, deceased. Your respondents further state that they feel they have no interest in the matter whatever except through being interested in the welfare of the child and its mother. Your respondents have no objection to the sale and they believe the offer of \$600.00 for the interest of the said infant, Frances Lee Copeland is a fair price for the same as this infant has no income from the same and in a sense it is worthless to the said infant, certainly until Thomas J. Copeland comes to the age of twenty-one, which will be twelve or thirteen years from date.

And, now, having fully answered, they pray to be hence dismissed with their costs, etc.

[Signature]
Counsel

Sarah Eudora Copeland
Wesley H. Copeland
Richard H. Copeland
Maggie C. Gray
Emma N. Darden

Mertie N. Copeland et c.

vs. ANSWER OF ADULTS

Frances Lee Copeland et als

Filed the 2nd day of

October, 1922.

J. E. Dwyer,
Clerk

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

Mertie N. Copeland etc.....Complainants

vs. IN CHANCERY

Frances Lee Copeland et als.....Defendants

The answers of Ruth V. Copeland, Horace L. Copeland, John S. Copeland, Elmer E. Copeland and Thomas J. Copeland, infants under the age of twenty-one years, by C. B. Godwin, Jr., a discreet and competent attorney at law, their Guardian ad litem assigned to defend them in this suit, and the answer of the said C. B. Godwin, Jr., Guardian ad litem of the said infant defendants, to a bill of complaint exhibited against the said infants and others by Mertie N. Copeland et al in the Circuit Court of the County of Nansemond, Virginia.

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 contained therein are true or not. They confide the protection of their interests 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 is familiar with the facts as set out in the said bill

and is familiar with the said property and its values etc.
and is confident that a sale of the property would in no way
interfere with the interests of the said infants in this answer.

And now having fully answered, they pray hence
to be dismissed with their costs, etc.

Chas B. Godwin Jr
Guardian ad litem.

Ruth O. Copeland
Horace L. Copeland
John D. Copeland
Elemer E. Copeland
Thomas J. Copeland

By Chas B. Godwin Jr
Guardian ad litem of said
infants.

STATE OF VIRGINIA,
CITY OF SUFFOLK, To-wit;

Sworn to before me in City aforesaid by C. B.
Godwin, Jr., Guardian ad litem, as aforesaid, this 2nd day of
October, 1922.

H. H. H. H. H.
Notary Public.

Mertie N. Copeland etc.

vs. ANSWER OF INFANT
DEFENDANTS

Frances Lee Copeland et als

Filed the 2nd day of October,
1922.

H. B. Dinty,
Clerk

Mertie N. Copeland in her own right
and Mertie N. Copeland, Guardian of
Frances Lee Copeland.....Complainants

vs. IN CHANCERY

Frances Lee Copeland, Sarah Eudora Copeland,
Wesley G. Copeland, Richard H. Copeland,
Maggie C. Gray, Emma N. Darden, Ruth V.
Copeland, Horace L. Copeland, John S. Cope-
land, Elmer E. Copeland and Thomas J. Cope-
land, the first named and the last five named
being infants under the age of twenty-one years....Defendants

TO THE HONORABLE JAMES L. McLEMORE, JUDGE OF THE CIRCUIT
COURT OF HANSEMOND COUNTY, VIRGINIA:

Your Complainants, Mertie N. Copeland in her
own right and Mertie N. Copeland, Guardian of Frances Lee
Copeland, respectfully represent to your Honor the follow-
ing facts:

1. That your Complainant, Mertie N. Copeland,
is the Guardian of Frances Lee Copeland, infant child of your
Complainant and Wallace S. Copeland, deceased, husband of your
Complainant, who died in 1918. Your Complainant qualified as
Guardian of the said infant, Frances Lee Copeland, in the
Circuit Court of Hansemond County, Virginia, on the 18 day of
September, 1922.

2. That the said infant, Frances Lee Copeland,
is seven (7) years of age and is the grand-daughter of J.
Samuel Copeland, deceased, and the said Frances Lee Copeland
has the same interest in the estate of J. Samuel Copeland as
her father, Wallace S. Copeland, had at his death, subject,
however, to the rights of Mertie N. Copeland, widow of Wallace
S. Copeland, deceased, and mother of Frances Lee Copeland.

3. That the said J. Samuel Copeland died in 1915, leaving a will, a copy of which is filed with this bill and prayed to be read as a part of the same. The third clause of said will reads as follows:

"I give, devise and bequeath unto my beloved wife, Sarah E. Copeland, all my estate of every kind and description, real, personal and mixed, to be hers until my youngest child shall reach the age of twenty-one (21) years, then it is my will and desire and I direct that all of my property shall pass and descend to my wife and children according to the law of descents in the State of Virginia, my wife taking her share as my widow and the other remaining parts being divided among all of my said children according to the law."

The real estate of which the said Samuel Copeland died seized and possessed was conveyed to the said John Samuel Copeland by C. B. Godwin and wife, by deed dated the 18th day of December, 1903, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 56, page 153, and is described as follows:

All that certain tract of land near Chuckatuck, Nansemond County, Virginia, known as the Rogers Farm, containing Three Hundred Ten (310) acres, more or less, including highland and marsh and bounded by what is known as the Crocker Farm, the Pembroke Farm and the road leading from the Chuckatuck County Road to the Pembroke Farm.

Without raising the question as to whether your Complainant, Mertie N. Copeland, has a dower right in the said land, she waives the same, if she does have the same in the said property, and desires that the funds from the sale of the same be held as the property of the said infant, Frances Lee Copeland. The interest of Frances Lee Copeland in the above-described property is the only property that the said Frances Lee Copeland owns, either personal or real.

3.

4. That the said infant, Frances Lee Copeland, is now old enough to go to school and her mother, Mertie N. Copeland, has no property and no one to assist her and is working on a very small salary and it is the desire of the said Mertie N. Copeland, Guardian of the said infant, to have the rights of the said infant in the said property above-described sold, and the proceeds thereof used for the maintenance and education of the said infant, Frances Lee Copeland. Z. H. Powell, knowing the condition of the said complainant, Mertie N. Copeland and the said infant, has agreed to pay the sum of Six Hundred (\$600.00) Dollars for the said interest in the said property and pay the costs of the Court in these proceedings. The said Z. H. Powell is in no way interested in the said property except to aid and assist the said mother and infant and before the offer is approved by the Court is willing for anyone to make a better offer.

5. That the following facts, in addition to what has been set out above, are calculated to show the propriety of the said sale. The above-described property, since the death of J. Samuel Copeland in 1915, has gone down and is in bad condition, not only the buildings but the land itself. There are so many interested in the said property and the time of division of the same is so far off that none are interested enough to keep the property up as it should be and when the youngest child becomes of age, twelve or thirteen years from this date, the infant's rights in the said farm would be worth no more, and possibly not quite as much as they are to-day.

6. That the heirs and distributees of the said infant, Frances Lee Copeland, if she were dead, would be Wesley G. Copeland, Richard H. Copeland, Maggie C. Gray, Emma N. Darden, Ruth V. Copeland, Horace L. Copeland, John S. Copeland, Emma E. Copeland and Thomas J. Copeland. These are all the persons who are, or can, in any way, be interested in this suit.

7. In consideration whereof, and for as much as your complainants are remediless in the premises, save in a court of equity, your complainants pray that the said Frances Lee Copeland, Sarah Eudora Copeland, Wesley G. Copeland, Richard H. Copeland, Maggie C. Gray, Emma N. Darden, Ruth V. Copeland, Horace L. Copeland, John S. Copeland, Elmer E. Copeland and Thomas J. Copeland, the first named and the last five named being infants under the age of twenty-one years, may be made parties defendant to this bill; that a Guardian ad litem be appointed to defend the rights of the said infants, Frances Lee Copeland, Ruth V. Copeland, Horace L. Copeland, John S. Copeland, Elmer E. Copeland and Thomas J. Copeland, and the said Guardian ad litem be required to answer the allegations herein contained; that the said infants may answer by their said Guardian ad litem to be assigned to them, who shall answer the said bill under oath in proper person; that the said Sarah Eudora Copeland, Wesley G. Copeland, Richard H. Copeland, Maggie C. Gray and Emma N. Darden be required to answer in proper person, but not on oath, the oath being hereby waived as to them; that the aforesaid interests of the said infant, Frances Lee Copeland, in the said property, may be decreed to the said and the

proceeds invested as the Court shall direct, or used for the maintenance and education of the said infant; that all proper allowances and counsel fees may be made in this suit; that all proper inquiries be directed and orders entered; and that your complainants may have all such further and other and general relief in the premises as the nature of this case may require, or to equity shall seem meet.

Mertie N. Copeland.

Mertie N. Copeland.
Guardian of Frances Lee Copeland.
Complainants.

J. E. G. G. G.
Counsel.

STATE OF VIRGINIA,

CITY OF SUFFOLK, To-wit:

Mertie N. Copeland, and Mertie N. Copeland, Guardian of Frances Lee Copeland, the complainants named in the foregoing bill, being duly sworn, say that the facts and allegations therein contained are true, except so far as they are therein stated to be upon information, and so far as they are therein stated to be upon information, they believe them to be true.

Mertie N. Copeland.

Mertie N. Copeland.
Guardian of Frances Lee Copeland.

Taken, sworn and subscribed to before me, Sue W. Riddick, a Notary Public of and for the City and State aforesaid, in my City aforesaid, this 18 day of September, 1922.

Sue W. Riddick
Notary Public.

My commission expires March 10, 1922.

Mertie W. Copeland etc.

vs. IN CHANCERY

Frances Lee Copeland et als

Rec'd 9-18-22

H. B. Smith
Clerk