

1926-019

Nonsemond Co (Suffolk)

Chancery Causes: Grace H. McCarty vs Randolph J. McCarty

Brinkley, Rooke, Hargrove, Jordan

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty

To George E. Bunting, Clerk of said Court:-

Kindly issue subpoena in chancery in the
above matter against Randolph J. McCarty, returnable to
Second April Rules.

Chas B Godwin Jr. p.q.

Rule Notes:

April 12, 1926, process issued returnable to April Rules, Third Monday, 1926

April 19, 1926, Process returned executed, bill filed and decree ni si

May 3, 1926 Decree ni si confirmed and cause set for hearing.

-----Clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond *, Greeting:*

WE COMMAND YOU, That you summon Randolph J. McCarty

to appear at the Clerk's office of the Circuit Court of the County of Nansemond
at the rules to be held for the said Court on the Third Monday in April, 19 26,
to answer a bill in chancery, exhibited against him in our said Court by
Grace H. McCarty

And have then there this writ. Witness G.E. Bunting, Clerk of our said
Court, at the court-house, the 12th day of April, 19 26, and in the
150th year of the Commonwealth.

G.E. Bunting, Clerk

Apr 13

No. 300

Grace H. McCarty

vs.

SUBPOENA IN CHANCERY

Randolph J. McCarty

C.B. Godwin, Jr.,

p. q.

To April Third Monday, 1926
Nansemond County Circuit Court.

Randolph J. McCarty could not be found at his usual place of abode April 13 1926. No any person on whom notice could be served. Therefore I executed the within notice April 13 1926 by posting a true copy thereof on front door of Randolph J. McCarty's usual place of abode in Nansemond County, Va.

E. K. Rawls Sheriff

Know All Men by These Presents, That we, *Chas. B. Godwin*
Jr. and W.M. Crumpler principals and the
National Surety Company

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Seven Thousand* (\$7000.00) Dollars to the payment whereof, well and truly to be made to the Commonwealth of Virginia, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

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

Sealed with our seals, and dated this *2* day of in the year of our Lord one thousand nine hundred and, and in the year of the Commonwealth.

In Testimony Whereof, the said *Chas. B. Godwin Jr. and W.M. Crumpler* have hereto set his hand and seals, and the said *The National Surety Company* has caused its corporate name to be hereto signed and its corporate seal to be hereto affixed, this *2nd* day of *July* in the year of our Lord one thousand nine hundred and *26*, and in the *1926* year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound *Chas. B. Godwin Jr. and W.M. Crumpler* who by order of the Circuit Court of Nansemond County, entered the 28th day of June 1926 were appointed Special Commissioners in the Suit of *Grace H. McCarty v. Randolph J. McCarty*, shall faithfully discharge the duties of said office post or trust, then the above obligation to be void otherwise to remain in full force and virtue.

Chas. B. Godwin Jr. (Seal)
W.M. Crumpler (Seal)
National Surety Company (Seal)
W.D. Seibert (Seal)
Attorney-in-fact (Seal)

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Nansemond, on the day of, 192.....

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

Teste:

..... Clerk

Wm C. Crompton
Attest

To {

The Commonwealth

W. B. Gordon, Jr. p. q.

Copy of Costs

Taxed in the Suit of:

Mc Carthy
vs.

Mc Carthy

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA

Writ Tax

Clerk

Sheriff

Attorney

Commissioner

Printer, for Order of Publication, etc.

Deposit

10.00

15.00

Date of Judgment or Final Decree *July* 192

Paid

Sept. 3,

1926

W. B. Gordon, Jr.

Clerk

25.00

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty

To the Honorable James L. McLemore, Judge:-

The undersigned Special Commissioners, respectfully represent that pursuant to order entered in this matter on the 30th day of August, 1926, your Commissioners have made the following disbursements and file herewith receipts showing payment of same-

✓ To G. E. Bunting, court costs, required deposit and tax attorneys fees	\$25.00
✓ To Virginian Pilot Publishing Company, advertising	29.00
✓ To Piland Printing Company, hand bills	7.00
✓ To Anne Jones, taking depositions	10.00
✓ To J. J. S. Branch, Auctioneer	25.00
✓ To Suffolk Insurance Company, bond premium	21.00
✓ To C. B. Godwin and W. M. Crumpler, writing deed	10.00
To taxes pro rated on real estate	36.00
✓ To W. M. Crumpler, Special Commissioner	139.79
✓ To C. B. Godwin, Jr., Special Commissioner	139.79
To American Bank & Trust Co., Assignee of Grace H. McCarty	2074.50
To American Bank & Trust Co., Assignee of Randolph J. McCarty	2074.50
Total	\$4,591.58

Respectfully submitted this 21st day of October, 1926.

William W. Crumpler

C. B. Godwin, Jr.
Special Commissioners.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

Grace H. McCarty

v. REPORT

Randolph J. McCarty

Filed _____

McCarty

**AUCTION SALE
OF
VALUABLE REAL AND PERSONAL
PROPERTY**

BY VIRTUE OF A CERTAIN DECREE entered on the 29th day of June, 1926, in the pending suit in the Circuit Court of Nansemond County, Virginia, entitled Grace H. McCarty against Randolph J. McCarty in his own right and as next friend of Norfleet McCarty and Stella McCarty, we shall, as Special Commissioners, sell for cash at public auction on the within described premises, near Driver, Virginia, on

SATURDAY, JULY 17th, 1926,

AT TWELVE (12) O'CLOCK M.,

the following real and personal property, to-wit:

FIRST: All of the chattel property of Randolph J. McCarty and Grace H. McCarty consisting of horses, mules, colts, cows and hogs, and all farming implements and personal property, including household and kitchen furniture.

SECOND (REAL ESTATE): All that certain piece, parcel or tract of land conveyed unto Grace H. McCarty and Randolph J. McCarty by Mary Hargrove Brinkley and W. H. Brinkley, her husband, by deed dated June 15th, 1925, and duly of record in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book 108, page 306, and bounded and described in said deed as follows: "All that certain tract, piece or parcel of land, with the buildings and improvements thereon, situated, lying and being in Sleepy Hole Magisterial District, Nansemond County, Virginia, on the North side of the Suffolk-Portsmouth Highway, and being bounded as follows, to-wit: On the North by Bennett's Creek, on the East, by the center of the land running from the Suffolk-Portsmouth Highway through the lands of the parties of the first part to Bennett's Creek, on the South by the Suffolk-Portsmouth Highway, and on the West by the "poor farm."

The said tract of land hereby conveyed is supposed to contain thirty-five (35) acres, more or less, but is sold and conveyed in gross and not by the acre, this deed being a contract of hazard as to the acreage.

Being a portion of the "W. W. Hargrove Estate," and a portion of the same land which was sold and conveyed unto the said Mary Hargrove Brinkley by Willis W. Hargrove, Trustee, by deed dated the 28th day of October, 1924, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book No. 106, page 140.

The said lane is to be kept open for the joint use of the parties to this deed and their respective heirs or assigns."

The above sale of real and personal property is to be made subject to confirmation by the Circuit Court of Nansemond County, Virginia.

WM. M. CRUMPLER,
CHAS. B. GODWIN, Jr.,
Special Commissioners.

I hereby certify that the bond required by the above mentioned decree has been duly given.

G. L. BUNTING, Clerk.
July 7th, 1926. jy11-6t

Folio

192

From

TO

July 11 -

Norfolk, Va.,

July 12 1926

M

Wm. Crumpler & C.B. Goddard Jr
Special Com.

To Virginian and Pilot Publishing Company, Dr.

ADVERTISING

The Auction Sale
Notice McCarty Prop.
9 in 6 ts

29 25

Received Payment, VIRGINIAN AND PILOT PUBLISHING CO.

Per

Missy Hurney

R. C. OWNIE PILAND

CHESTER A. RAGSDALE

McCarty file

PILAND PRINTING COMPANY

PRINTERS - PUBLISHERS - BINDERS

Loose Leaf Work A Specialty

125-127 South Main Street

PHONE 428

SUFFOLK, VA., Aug. 2, 1926

SOLD TO C. B. Godwin

July 8, --150, Bills (McCarty)

\$7.00

Paid 7/2 / 26

Rab. Ellis

Suffolk, Virginia,

August 18th, 1926.

Received of W. M. Crumpler and Chas. B. Godwin,
Jr., Special Commissioners, the sum of \$10.00 for taking
depositions.

Anne Jones.

Suffolk, Virginia,

August 18th, 1926.

Received of W. M. Crumpler and Chas. B. Godwin,
Jr., Special Commissioners, the sum of \$25.00 as services
for auctioneer.

John J. Brunch
Auctioneer

INVOICE

TO

Mr. C. B. Godwin

SUFFOLK, VA. DATE

July 8th., 1926

P. O. ADDRESS

City

SUFFOLK INSURANCE CORP.

INSURANCE OF ALL KINDS

HOTEL ELLIOTT BLDG. ☐ PHONE 323

729

YOUR ORDER

TERMS

EXPIRATION	OUR NO.	BROKER AND NO.	COMPANY	POLICY OR BOND NO.	COVER	LOCATION	AMOUNT	RATE	PREMIUM
7/7/27			Nat. Surety	R-820285	Bond				\$21.00

*Paid Sept 3, 1926
Mr. R. J. Saunders*

ABSTRACT

NEW OR RENEWAL <i>NEW</i>	KIND OF COVER <i>Bond</i>	DESCRIPTION	HOME ADDRESS
IN FAVOR OF	TITLE	TRUSTEE-MORTGAGEE	PREMIUM TO BE PAID BY <i>C. B. Godwin</i>
DATE OF DELIVERY	TO WHOM DELIVERED	BY WHOM DELIVERED	REMARKS



Suffolk, Virginia

August 18th, 1926.

Received of W. M. Crumpler and Chas. B. Godwin,
Jr., Special Commissioners, the sum of \$10.00 for writing
deed.

Thos. M. Crumpler
Chas. B. Godwin Jr.

OFFICE OF
J. P. DALTON, TREASURER
OF NANSEMOND COUNTY
VIRGINIA

Suffolk, Va.,

OCT. 12th 1926

19

Received of

C.B. Godwin Jr Atty (Grace M McGarty)

Thirty Six & 00/100-----

Dollars

100

On Account of Taxes for Year 192

6

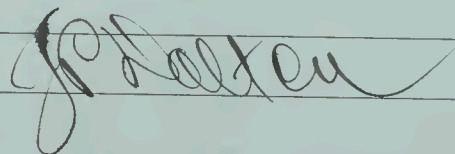
Part Payment land tax.

District

Sleepy Hole

No.

11621



Treasurer.

Suffolk, Virginia

August 18th, 1926.

Received of W. M. Crumpler and Chas. B. Godwin,
Jr., Special Commissioners, the sum of \$139.79, one half
of Special Commissioners fees for services as Special
Commissioner.

W. M. Crumpler.

Suffolk, Virginia

August 18th, 1926.

Received of W. M. Crumpler and Chas. B. Godwin,
Jr., Special Commissioners, the sum of \$139.79, one half
of Special Commissioners fees for services as Special
Commissioner.

Chas B Godwin

\$ 2874.50

141939

Suffolk, Va.,

Aug. 25th,

1926.

Five (5) - - - - -

days after date, FOR VALUE RECEIVED the undersigned jointly and severally promise to pay to the order of the

AMERICAN BANK & TRUST CO. OF SUFFOLK, VA., (hereinafter called the Bank), at its Banking Office in Suffolk, Va.,

Two Thousand, Seventy-four & 50/100 - - - - -

DOLLARS

in United States gold coin or its equivalent, having deposited with the Bank, as collateral security for the payment of this note, or any note given in extension or renewal thereof, as well as for the payment of any other obligation or liability direct or contingent of the undersigned, or any of them, to the Bank, due, or to become due, whether now existing or hereafter arising, the following property, viz.:

Assignment for like above amount of \$2074.50 in hands of Chas. B. Godwin, Jr. and William M. Crumpler, Special Commissioners, said assignment being hereto attached

and upon which is the acceptance of said Commissioners is endorsed and check

of said Commission in like amount hereto attached

of a market value estimated by the undersigned at \$2074.50; and the undersigned agree to deliver to the Bank additional securities, or to make payments on account to its satisfaction, should the market value of the said securities, as a whole, suffer any decline. The undersigned hereby give to the Bank a lien for the amount of all such obligations and liabilities upon all the property or securities now or at any time hereafter given unto or left in the possession of the Bank by the undersigned, whether for the express purpose of being used by the Bank as collateral security, or for any other or different purpose, and also upon any balance of the deposit account of the undersigned, or any of them, with the Bank.

On the non-performance of this promise, or upon the non-payment of any of the obligations or liabilities above mentioned, or upon the failure of the undersigned, forthwith, with or without notice, to furnish satisfactory additional securities, or to make payments on account, in case of decline, as aforesaid, or in case of insolvency, bankruptcy, or failure in business of the undersigned, or any of them, then and in any such case, this note and all other obligations and liabilities, direct or contingent, of the undersigned and each of them, shall forthwith become due and payable, without demand or notice; and full power and authority are hereby given to the Bank, to sell, assign, and deliver the whole of the said securities, or any part thereof, or any substitutes therefor, or any additions thereto, or any other securities or property given unto or left in the possession of the Bank by the undersigned, whether for the express purpose of being used by the Bank as collateral security, or for any other or different purpose, or in transit to or from the Bank, by mail or carrier, for any of the said purposes, at any broker's board, or at public or private sale, at the option of the Bank, without either demand, advertisement or notice of any kind, all of which are hereby expressly waived. At any such sale, the Bank may itself purchase the whole or any part of the property sold, free from any right of redemption on the part of the undersigned, which is hereby waived and released. In case of any sale or other disposition of any of the property aforesaid, after deducting all costs, or expenses of every kind for collection, sale or delivery, the Bank may apply the residue of the proceeds of the sale or sales so made, to pay one or more or all of the said obligations or liabilities to it, whether then due or not due, making proper rebate for interest on obligations or liabilities not then due, and returning the overplus, if any, to the undersigned, who agree to be and remain liable, jointly and severally, to the Bank for any deficiency arising upon such sale or sales. The undersigned do hereby authorize and empower the Bank, at its option, at any time, to appropriate and apply to the payment and extinguishment of any of the obligations or liabilities, hereinbefore referred to, whether now existing or hereafter contracted and whether then due or not due, any and all moneys now or hereafter in the hands of the Bank, on deposit or otherwise, to the credit of or belonging to the undersigned, or any of them.

The Bank may transfer this note and may deliver the said collateral security or any part thereof to the transferee or transferees, who shall thereupon become vested with all the powers and rights above given to the Bank in respect thereto; and the Bank shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter. No delay on the part of the holder hereof, in exercising any rights hereunder, shall operate as a waiver of such rights. The undersigned hereby waive the benefit of Homestead Exemption as to this debt and contract, and agree to pay cost of collection hereof, including any attorney's fees, if incurred, in case payment shall not be made at maturity.

Randolph G. Mc Garity

In consideration of one dollar paid to the undersigned, and of the making, at the request of the undersigned, of the loan evidenced by the within note, the undersigned hereby jointly and severally guarantee to the AMERICAN BANK & TRUST COMPANY of Suffolk, Va., its successors, endorsees, or assigns, the punctual payment, at maturity, of the said loan, and hereby assent to all the terms and conditions of the said note, all of which shall apply with like force and effect to the undersigned as to the makers, and consent that the securities for the said loan may be exchanged or surrendered from time to time, or the time of payment of the said loan extended, without notice to or further assent from the undersigned, who will remain bound upon this guarantee, notwithstanding such changes, surrender or extension.

And in the event of the non-payment of said note, as therein provided, agree to pay the same at once, and further agree that suit may at once be brought against the undersigned, and that in any such suit the maker may be joined with any one or more of the undersigned, at the option of the holder, and the undersigned hereby waive the benefit of their Homestead Exemption as to this debt, and also hereby waive all presentment, protest, and notice of dishonor.

.....

American Bank & Trust Co,
I hereby assign unto the ~~National Bank of Suffolk,~~
Suffolk, Va.
~~Virginia,~~ the sum of TWO THOUSAND SEVENTY FOUR DOLLARS AND FIFTY
CENTS (\$2,074.50), payable out of the proceeds from the sale of
real estate and personal property owned by me and Grace H. McCarty
jointly. The said \$2,074.50 being my distributive share from the
sale of said property, and hereby direct Chas. B. Godwin, Jr.,
and W. M. Crumpler, Special Commissioners in the suit now pending
in the Circuit Court of Nansemond County entitled Grace H. McCarty
against Randolph J. McCarty, to pay this amount to the ~~National~~
American Bank & Trust Company
~~Bank of Suffolk, Virginia.~~

I have under my hand and seal this 25th day
of August 1926-

Randolph J. McCarty *Seal*

WITNESS:

Anne Jones
H. M. Johnson
C. B. Godwin Jr

Accepted - this 25th of August 1926.
Chas. B. Godwin Jr
W. M. Crumpler
Spec Comm.

\$2074.50

141933

Suffolk, Va.,

Aug. 25th,

1926.

Five (5)

days after date, FOR VALUE RECEIVED the undersigned jointly and severally promise to pay to the order of the

AMERICAN BANK & TRUST CO. OF SUFFOLK, VA., (hereinafter called the Bank), at its Banking Office in Suffolk, Va.,

Two Thousand, Seventy-four & 50/100

DOLLARS

in United States gold coin or its equivalent, having deposited with the Bank, as collateral security for the payment of this note, or any note given in extension or renewal thereof, as well as for the payment of any other obligation or liability direct or contingent, of the undersigned, or any of them, to the Bank, due, or to become due, whether now existing or hereafter arising, the following property, viz.:

Assignment for like above amount of \$2074.50 in hands of Chas. B. Godwin, Jr. and

William M. Crumpler, Special Commissioners, said assignment being hereto attached

and upon which is the acceptance of said Commissioners is endorsed and check

of said Commissioners in like amount hereto attached

of a market value estimated by the undersigned at \$2074.50 and the undersigned agree to deliver to the Bank additional securities, or to make payments on account to its satisfaction, should the market value of the said securities, as a whole, suffer any decline. The undersigned hereby give to the Bank a lien for the amount of all such obligations and liabilities upon all the property or securities now or at any time hereafter given unto or left in the possession of the Bank by the undersigned, whether for the express purpose of being used by the Bank as collateral security, or for any other or different purpose, and also upon any balance of the deposit account of the undersigned, or any of them, with the Bank.

On the non-performance of this promise, or upon the non-payment of any of the obligations or liabilities above mentioned, or upon the failure of the undersigned, forthwith, with or without notice, to furnish satisfactory additional securities, or to make payments on account, in case of decline, as aforesaid, or in case of insolvency, bankruptcy, or failure in business of the undersigned, or any of them, then and in any such case, this note and all other obligations and liabilities, direct or contingent, of the undersigned and each of them, shall forthwith become due and payable, without demand or notice; and full power and authority are hereby given to the Bank, to sell, assign, and deliver the whole of the said securities, or any part thereof, or any substitutes therefor, or any additions thereto, or any other securities or property given unto or left in the possession of the Bank by the undersigned, whether for the express purpose of being used by the Bank as collateral security, or for any other or different purpose, or in transit to or from the Bank, by mail or carrier, for any of the said purposes, at any broker's board, or at public or private sale, at the option of the Bank, without either demand, advertisement or notice of any kind, all of which are hereby expressly waived. At any such sale, the Bank may itself purchase the whole or any part of the property sold, free from any right of redemption on the part of the undersigned, which is hereby waived and released. In case of any sale or other disposition of any of the property aforesaid, after deducting all costs, or expenses of every kind for collection, sale or delivery, the Bank may apply the residue of the proceeds of the sale or sales so made, to pay one or more or all of the said obligations or liabilities to it, whether then due or not due, making proper rebate for interest on obligations or liabilities not then due, and returning the overplus, if any, to the undersigned, who agree to be and remain liable, jointly and severally, to the Bank for any deficiency arising upon such sale or sales. The undersigned do hereby authorize and empower the Bank, at its option, at any time, to appropriate and apply to the payment and extinguishment of any of the obligations or liabilities, hereinbefore referred to, whether now existing or hereafter contracted and whether then due or not due, any and all moneys now or hereafter in the hands of the Bank, on deposit or otherwise, to the credit of or belonging to the undersigned, or any of them.

The Bank may transfer this note and may deliver the said collateral security or any part thereof to the transferee or transferees, who shall thereupon become vested with all the powers and rights above given to the Bank in respect thereto; and the Bank shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter. No delay on the part of the holder hereof, in exercising any rights hereunder, shall operate as a waiver of such rights. The undersigned hereby waive the benefit of Homestead Exemption as to this debt and contract, and agree to pay cost of collection hereof, including any attorney's fees, if incurred, in case payment shall not be made at maturity.

Grace H. McCarty

In consideration of one dollar paid to the undersigned, and of the making, at the request of the undersigned, of the loan evidenced by the within note, the undersigned hereby jointly and severally guarantee to the AMERICAN BANK & TRUST COMPANY of Suffolk, Va., its successors, endorsees, or assigns, the punctual payment, at maturity, of the said loan, and hereby assent to all the terms and conditions of the said note, all of which shall apply with like force and effect to the undersigned as to the makers, and consent that the securities for the said loan may be exchanged or surrendered from time to time, or the time of payment of the said loan extended, without notice to or further assent from the undersigned, who will remain bound upon this guarantee, notwithstanding such changes, surrender or extension.

And in the event of the non-payment of said note, as therein provided, agree to pay the same at once, and further agree that suit may at once be brought against the undersigned, and that in any such suit the maker may be joined with any one or more of the undersigned, at the option of the holder, and the undersigned hereby waive the benefit of their Homestead Exemption as to this debt, and also hereby waive all presentment, protest, and notice of dishonor.

.....

Commercial Bank & Trust Co. of
I hereby assign unto the ~~National Bank of Suffolk,~~
Suffolk, Va.
~~Virginia,~~ the sum of TWO THOUSAND SEVENTY FOUR DOLLARS AND FIFTY
CENTS (\$2,074.50), payable out of the proceeds from the sale of
real estate and personal property owned by me and Randolph J.
McCarty, jointly. The said \$2,074.50 being my distributive
share from the sale of said property, and hereby direct Chas.
B. Godwin, Jr., and W. M. Crumpler, Special Commissioners, in
the suit now pending in the Circuit Court of Nansemond County
entitled Grace H. McCarty against Randolph J. McCarty, to pay
Commercial Bank & Trust Co. of Suffolk, Va.
this amount to the ~~National Bank of Suffolk, Virginia.~~ Given under my
hand ^{and seal} the 25th day of August 1926.

Grace H. McCarty (seal)

WITNESS:

Anne Jones.
W. M. Crumpler.
C. B. Godwin Jr.

accepted the 25th day of August 1926.

Chas. B. Godwin Jr.
W. M. Crumpler.
Special Commissioners

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty

R E P O R T

1926. Octo 21. filed
J.L.M.

CHARLES B. GODWIN, Jr.

ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty.

This cause came on this day by consent, to be again heard upon the papers formerly read ~~herein~~, upon the orders and decrees made and entered herein, and upon the report of W. M. Crumpler and Chas. B. Godwin, Jr., Special Commissioners, dated the 23rd day of August, 1926, to which report there is no exception, and was argued by counsel.

And it appearing from the said report that the said W. M. Crumpler and Chas. B. Godwin, Jr., Special Commissioners, have, pursuant and in accordance to an order entered in this cause on the 7th day of August, 1926, duly advertised and sold at public auction to the Southern Furniture Company, the highest bidder, for cash, the household and kitchen furniture of Grace H. McCarty and Randolph J. McCarty, for the sum of NINETY (\$90.00) DOLLARS, and have delivered unto Johnnie W. Nelms a deed with covenants of Special Warranty, conveying unto the said Johnnie W. Nelms the premises described in complainant's bill, and have collected the sum of FOUR THOUSAND (\$4,000.00) DOLLARS upon the purchase price of same, and the said Johnnie W. Nelms has executed and delivered unto Grace H. McCarty and Randolph J. McCarty, each, one bond in the amount of FIVE HUNDRED (\$500.00) DOLLARS, secured by second deed of trust on the aforesaid property.

It is therefore adjudged, ordered and decreed that the said report of the said Special Commissioners be, and the same is hereby confirmed.

And it further appearing to the court that the said Special Commissioners have deposited to the credit of the said Special Commissioners in this cause the sum of FOUR THOUSAND FIVE HUNDRED NINETY ONE DOLLARS AND FIFTY EIGHT CENTS (\$4,591.58), made up of the following items:

Sales of real property, less \$1,000.00 loaned by Grace H. McCarty and Randolph J. McCarty	\$4,000.00
Sale of chattel property	501.58
Sale of household and kitchen furniture	<u>90.00</u>
Total	\$4,591.58

And it further appearing that the following expenses have been incurred in this suit:

To G. E. Bunting, court costs, required deposit and tax attorney's fees	\$25.00
To Virginian Pilot Publishing Company, advertising ...	29.00
To Piland Printing Company, hand bills	7.00
To Anne Jones, taking depositions	10.00
To J. J. S. Branch, Auctioneer	25.00
To Suffolk Insurance Company, bond premium	21.00
To C. B. Godwin and W. M. Crumpler, writing deed	10.00
To taxes pro rated on real estate	36.00
To W. M. Crumpler, Special Commissioner	139.79
To C. B. Godwin, Jr., Special Commissioner	<u>139.79</u>
Total	\$442.58

Leaving the sum of FOUR THOUSAND ONE HUNDRED FORTY NINE (\$4,149.00) DOLLARS in the hands of the said Special Commissioners, after the payment of the aforesaid expenses, of which amount Grace H. McCarty is entitled to the sum of TWO THOUSAND SEVENTY FOUR DOLLARS AND FIFTY CENTS (\$2,074.50), and Randolph J. McCarty is entitled to the sum of TWO THOUSAND SEVENTY FOUR DOLLARS AND FIFTY CENTS (\$2,074.50).

And it appearing further that the said Grace H. McCarty and Randolph J. McCarty have assigned unto the ^{*The American Bank & Trust Company*} ~~National Bank~~ of Suffolk all of their right, title and interest in and to the proceeds from the sale of the real estate described in the complainant's bill and in the proceedings herein mentioned, it is hereby ordered, adjudged and decreed that the aforesaid expenditures incurred in this suit be paid by the said Special Commissioners and that receipts be taken for same, and that the balance in the hands of said Special Commissioners, after the payment of the aforesaid expenses, be paid unto the ^{*The American Bank & Trust Company*} ~~National Bank~~ of Suffolk, the assignee of Grace H. McCarty and Randolph J. McCarty, and that the said Commissioners report their proceedings hereunder.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

Grace H. McCarty

v. ORDER

Randolph J. McCarty

Entered

Aug. 30. 1926
Earl L. Moore

The consent to the
within decree.

Randolph J. McCarty
By W. H. Simpson
Counsel.

Grace H. McCarty
By C. B. Sullivan
Counsel.

#6, Page 30

DEPOSITED IN

AMERICAN BANK & TRUST CO.

SUFFOLK, VA.

BY *Wm. G. Adams*
J. L. Cochran

8/25 192*6*

PLEASE LIST EACH CHECK SEPARATELY

	DOLLARS	CENTS
CURRENCY		
SILVER		
GOLD		

CHECKS AS FOLLOWS

The depositor using this ticket hereby agrees that all items payable outside of Suffolk, Va., shall be forwarded by this bank at the depositor's risk and that it assumes no responsibility beyond the exercise of due care; that all items are credited subject to final payment in cash or solvent credits; that this bank is not liable for default or negligence of its duly selected correspondents nor for losses in transit; and that each correspondent so selected shall not be liable except for its own negligence; that this bank or its correspondents may send items, directly or indirectly, to any bank, including the payor, and accept its draft or credit as conditional payment in lieu of cash; that it may charge back any item at any time before actual payment, whether returned or not, and also any item drawn on this bank not good at close of business on day deposited, and that items on Suffolk, Va., are credited subject to actual payment through the next day's clearings.

Triplicate
OK
J. L. Cochran

TOTAL \$

4121 00

SEE THAT ALL CHECKS AND DRAFTS ARE ENDORSED

AMERICAN BANK & TRUST CO.

BY Wm. C. Godwin & Special Agents

BY

192

	DOLLARS	CENTS
CURRENCY _____		
SILVER _____		
GOLD _____		

CURRENCY

SILVER

GOLD

CHECKS AS FOLLOWS

The depositor using this ticket hereby agrees that all items payable outside of Suffolk, Va., shall be forwarded by this bank at the depositor's risk and that it assumes no responsibility beyond the exercise of due care; that all items are credited subject to final payment in cash or solvent tender for losses in transit, and that each correspondent so selected shall not be liable except for its own negligence; that this bank or its correspondents may send items, directly or indirectly, to any bank, including the payor, and accept its draft or credit as conditional payment in lieu of cash; that it may charge back any item at any time before actual payment, whether returned or not, and also any item drawn on this bank not good at close of business on day deposited, and that all items on Suffolk, Va., are credited subject to actual payment through the next day's clearings.

TOTAL \$

SEE THAT ALL CHECKS AND DRAFTS ARE ENDORSED

AMERICAN BANK & TRUST CO.

SUFFOLK, VA.

BY

SUFFOLK, VA.
613 Godwin T
Wm Brumple Special
Comm. July 23 1926

PLEASE LIST EACH CHECK SEPARATELY

DOLLARS

CENTS

CURRENCY

SILVER

GOLD

CHECKS AS FOLLOWS

The depositor using this ticket hereby agrees that all items payable outside of Suffolk, Va., shall be forwarded by this bank at the depositor's risk and that it assumes no responsibility beyond the exercise of due care; that all items are credited subject to final payment in cash or solvent credits; that this bank is not liable for default or negligence of its duly selected correspondents nor for losses in transit, and that each correspondent so selected shall not be liable except for its own negligence; that this bank or its correspondents may send items, directly or indirectly, to any bank, including the payor, and accept its draft or credit as conditional payment in lieu of cash; that it may charge back any item at any time before actual payment, whether returned or not, and also any item drawn on this bank not good at close of business on day deposited, and that items on Suffolk, Va., are credited subject to actual payment through the next day's clearings.

TOTAL \$

SEE THAT ALL CHECKS AND DRAFTS ARE ENDORSED

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Grace H. McCarty

v.

REPORT

Randolph J. McCarty

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

We, the undersigned Special Commissioners respectfully represent unto your Honor that by virtue of a decree of the Circuit Court of Nansemond County in the chancery cause of Grace H. McCarty against Randolph J. McCarty, entered on the 7th day of August, 1926, after having advertised the time and place of sale, we offered and exposed for sale on the premises on Tuesday, August 17th, 1926, the household and kitchen furniture of Grace H. McCarty and Randolph J. McCarty, and that the whole lot of household and kitchen furniture was sold to the Southern Furniture Company for the sum of NINETY (\$90.00) DOLLARS, which sale your Commissioners recommend be confirmed, as the parties to this suit consent to the confirmation of same. That your Commissioners have executed and delivered unto Johnnie W. Nelms a deed to the real estate described in the bill and proceedings, and have collected the sum of FOUR THOUSAND (\$4,000.00) DOLLARS on the purchase price of same, Grace H. McCarty and Randolph J. McCarty agreeing between themselves to loan to Johnnie W. Nelms the sum of ONE THOUSAND (\$1,000.00) DOLLARS, secured by second deed of trust on the property sold by your Commissioners, and your Commissioners file herewith a certificate of deposit showing the sum of FOUR THOUSAND FIVE HUNDRED NINETY ONE DOLLARS AND FIFTY EIGHT CENTS (\$4,591.58) deposited to the credit of the Special Commissioners in this cause and made up of the following items:

Sale of real property, less \$1,000.00 loaned by Grace H. McCarty and Randolph J. McCarty	\$4,000.00
Sale of chattel property	501.58
Sale of household and kitchen furniture	<u>90.00</u>
Total	\$4,591.58

Your commissioners further report that the following expenses have been incurred in this suit:

To G. E. Bunting, court costs, required deposit and tax attorney's fees	\$25.00
To Virginian Pilot Publishing Company, advertising	29.00
To Filand Printing Company, hand bills	7.00
To Anne Jones, taking depositions	10.00
To J. J. S. Branch, Auctioneer	25.00
To Suffolk Insurance Company, bond premium	21.00
To C. B. Godwin and W. M. Crumpler, writing deed	10.00
To taxes pro rated on real estate	36.00
To W. M. Crumpler, Special Commissioner	139.79
To C. B. Godwin, Jr., Special Commissioner	<u>139.79</u>
Total	\$442.58

Your Commissioners will have in hand the sum of FOUR THOUSAND ONE HUNDRED FORTY NINE DOLLARS (\$4,149.00) after the payment of the aforesaid expenses, which should be divided equally between Grace H. McCarty and Randolph J. McCarty. Randolph J. McCarty and Grace H. McCarty have assigned unto the ~~National Bank~~ *American Bank and Trust Company* of Suffolk, Virginia, their entire interest in the proceeds to be derived from the sale of this property and held by your Commissioners, as will be shown by assignments hereunto attached and marked Exhibit A and Exhibit B. Therefore, your Commissioners ask leave to pay out the aforesaid expenses and the balance in hand to the ~~National~~ *American Bank and Trust Co.*

~~Bank~~ of Suffolk, assignee of Grace H. McCarty and Randolph J.
McCarty.

Respectuflly submitted
August 23rd, 1926.

Chas B Godwin Jr
William H. L. [unclear]
Special Commissioners.

I hereby assign unto the ~~National Bank of Suffolk~~, ^{American Bank & Trust Co., of Suffolk} Virginia, the sum of TWO THOUSAND SEVENTY FOUR DOLLARS AND FIFTY CENTS (\$2,074.50), payable out of the proceeds from the sale of real estate and personal property owned by me and Grace H. McCarty jointly. The said \$2,074.50 being my distributive share from the sale of said property, and hereby direct Chas. B. Godwin, Jr., and W. M. Crumpler, Special Commissioners in the suit now pending in the Circuit Court of Hansemond County entitled Grace H. McCarty against Randolph J. McCarty, to pay this amount to the ~~National~~ ^{American Bank & Trust Company} of Suffolk, Virginia.

GIVEN under my hand & seal this 25th day of August 1926 -

Randolph J. McCarty Seal

WITNESS:

Anne Jones
Chas. B. Godwin, Jr.
W. M. Crumpler.

Accepted this 25th of August 1926 -

W. M. Crumpler
Chas. B. Godwin, Jr.

Spec. Comm.

I hereby assign unto the ~~National Bank of Suffolk~~ ^{American Bank and Trust Co. of},
Virginia, the sum of TWO THOUSAND SEVENTY FOUR DOLLARS AND FIFTY
CENTS (\$2,074.50), payable out of the proceeds from the sale of
real estate and personal property owned by me and Randolph J.
McCarty, jointly. The said \$2,074.50 being my distributive
share from the sale of said property, and hereby direct Chas.
B. Godwin, Jr., and W. M. Crumpler, Special Commissioners, in
the suit now pending in the Circuit Court of Hansemond County
entitled Grace H. McCarty against Randolph J. McCarty, to pay
this amount to the ~~National Bank of Suffolk~~ ^{American Bank and Trust Co.}, Virginia. Given under my
^{and seal} hand this 21st day of August 1926.

Grace H. McCarty (Seal)

WITNESSES:

Anne Jones
Chas. B. Godwin Jr.
W. M. Crumpler

accepted this 21st day of August 1926,

Chas. B. Godwin Jr.
W. M. Crumpler
Special Commissioners.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty

R E P O R T

1926 Aug. 30. filed.
J.G.M.

CHARLES B. GODWIN, Jr.
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF HANSELAND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty.

This cause came on this day to be again heard upon the papers formerly read herein; upon the orders and decrees made and entered herein; upon the report of W. M. Crumpler and Chas. B. Godwin, Jr., Special Commissioners, dated the 4th day of August, 1926, to which report there is no exception, and was argued by counsel.

And it appearing from said report that W. M. Crumpler and Chas. B. Godwin, Jr., Special Commissioners, have, pursuant to and in accordance with an order entered in this cause on the 29th day of June, 1926, duly advertised and sold at public auction to the highest bidders for cash the personal property and real estate in the bill and proceedings herein mentioned, save and except the household and kitchen furniture.

It is therefore adjudged, ordered and decreed that the said report of the said Special Commissioners be, and the same is hereby confirmed in so far as it relates to the several sales of personal property; that the sale of the real estate described in the complainant's bill to Johnnie W. Nelms for the sum of FOUR THOUSAND TWO HUNDRED (\$4,200.00) DOLLARS be, and the same is hereby rejected, and the court doth refuse to confirm same; that the offer of Johnnie W. Nelms of FIVE THOUSAND (\$5,000.00) DOLLARS cash for the said real estate be, and the same is hereby accepted and confirmed, and that the said W. M. Crumpler and Chas. B. Godwin, Jr.,

Special Commissioners, execute and deliver unto the said Johnnie W. Nelms a good and sufficient deed with covenants of Special Warranty conveying unto the said Johnnie W. Nelms the following described real estate:

All that certain piece or parcel of land conveyed unto Grace H. McCarty and Randolph J. McCarty by Mary Hargrove Brinkley and W. H. Brinkley, her husband, by deed dated the 15th day of June, 1925, and duly of record in the Clerk's Office of the Circuit Court of Nansemond County in Deed Book 108, page 306, and bounded and described in said deed as follows:

"All that certain tract, piece or parcel of land, with the buildings and improvements thereon, situated, lying and being in Sleepy Hole Magisterial District, Nansemond County, Virginia, on the North side of the Suffolk-Portsmouth Highway, and being bounded as follows, to-wit: On the North by Bennetts Creek, on the East by the center of the land running from the Suffolk-Portsmouth Highway through the lands of the parties of the first part to Bennetts Creek, on the South by the Suffolk-Portsmouth Highway, and on the West by the "poor Farm".

The said tract of land hereby conveyed is supposed to contain thirty-five (35) acres, more or less, but is sold and conveyed in gross and not by the acre, this deed being a contract of hazard as to the acreage.

Being a portion of the "W. W. Hargrove Estate", and a portion of the same land which was sold and conveyed unto the said Mary Hargrove Brinkley by Willis W. Hargrove, Trustee, by deed dated the 28th day of October, 1924, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book No. 106, page 140.

The said lane is to be kept open for the joint use of the parties to this deed and their respective heirs or assigns."

That the said Special Commissioners collect the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, the purchase price of said real estate and deposit same in bank, along with the sum of \$501.58 received from the sale of the aforesaid personal property, to the credit of the court in this cause, and report their proceedings therein to the court, returning therewith a certificate of such deposit.

It is hereby further ordered that the said W. M. Crumpler and Chas. B. Godwin, Jr., Special Commissioners, re-advertise for sale the household and kitchen furniture described in complainant's bill in such manner as the said Commissioners shall deem best, and that the said household and kitchen furniture be sold at public auction to the highest bidder for cash.

VIRGINIA:
IN THE CIRCUIT COURT OF
HANSEMOND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty

Entered

Aug. 24 1926

Jas. S. McGinnis

Subject to confirmation
by Client whose signature
follows over, and con-
sents to this decree -

William W. Campbell
Counsel for Randolph J.
McCarty -

Chas. B. Johnson Counsel for
Grace H. McCarty.

Randolph J. McCarty
Grace H. McCarty

#6, Page 29

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty.

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

We, the undersigned, Special Commissioners, respectfully represent unto your Honor that by virtue of a decree of the Circuit Court of Nansemond County in the chancery cause of Grace H. McCarty against Randolph J. McCarty, entered on the 29th day of June, 1926, after having advertised the time, term and place of sale in the Virginian Pilot, a newspaper having general circulation in Nansemond County, Virginia, for five (5) successive times, we, the said Commissioners, offered and exposed for sale on the premises on the 17th day of July, 1926, the personal property and real estate in the bill and proceedings in said cause mentioned, except the household and kitchen furniture. On account of the small crowd, your Commissioners deemed it inadvisable to sell the household and kitchen furniture. At which sale the following articles of personal property were sold to the following parties, they being the highest bidders for the following amounts:

To Blue Jones	Grey Horse	\$76.00
To R. J. McCarty	Spotted Grey Mare	16.00
To Harry Carney	Black Mare	11.00
To J. E. Jordan	Colt	21.00
To E. L. Everett	Jersey Cow	40.00
To Joe Pete Holland	Gurnsey & Jersey heifer (named Bessie)	26.00
To Jackson Trotter	Jersey & Holstein heifer (named Daisy)	21.00
To Joe Pete Holland	Jersey Cow (named Mollie)	16.00
To Joe Pete Holland	Boer Hog	21.00
To E. L. Everett	2 Homeshire Hogs	25.00
To Joe Pete Holland	6 Shoats	41.00
To Ray Jones	1 Set of Plow Harness	3.00

To R. J. McCarty	1 Set of Plow Harness	\$3.75
To Flue Jones	1 Set of Cart Harness	5.50
To James Hargrove	1 Set of Buggy Harness	10.50
To Flue Jones	1 Cart and Wheels	15.00
To J. E. Jordan	1 Buggy	11.00
To R. J. McCarty	1 Ladder	5.00
To Ray Jones	1 New Double Dray	12.00
To Ray Jones	1 Reding Disc Harrow	25.00
To G. I. Jones	1 Cultivator	3.75
To R. J. McCarty	1 Single Plow	2.25
To Walter Hurf	1 Single Champion A	2.00
To John Nelms	1 Double Plow McCormick	2.00
To Harry Carney	4 Baskets	0.25
To J. E. Jordan	4 Creosote Poles	0.50
To Harry Carney	1 Pile of Stable Manure	6.00
To Harry Carney	Manure in Stables	8.75
To W. T. Davis	Pile #1 hoes & shovels, pitch-forks and cans	2.00
To J. E. Jordan	Wheel Hoe	3.25
To Norfleet McCarty	1 Lot of pipe	.03
To E. F. Oliver	Roofing and Cement	3.00
To E. F. Oliver	Lot No. 2 Bottles, etc.	.25
To G. I. Jones	1 Corn Planter	7.50
To J. W. Nelms	1 Pair of scales	1.00
To Mr. Pruden	Coffee Grinder and axe	4.00
To Mr. Carney	Hog Kettle	6.50
To Kenney Brinkley	Gasoline Barrell	1.00
To Jackson Trotter	1 Roll of Wire	2.50
To E. L. Everett	Bags and Covers	3.00
To Ray Jones	3 Pitch forks, Grass Blade	1.50
To G. I. Jones	1 Lot of Chickens	.90 each
To Mrs. Milteer	1 Kettle	2.00
To Mrs. Milteer	1 Sideboard	10.00

The total amount received by your Special Commissioners from the sale of the aforesaid personal property aggregating the sum of FIVE HUNDRED ONE DOLLARS AND FIFTY EIGHT CENTS (\$501.58).

The real estate in the bill and proceedings in this cause mentioned was offered for sale, and Johnnie W. Nelms became the purchaser thereof for the sum of FOUR THOUSAND TWO HUNDRED (\$4,200.00) DOLLARS, he being the highest bidder therefor.

Your Commissioners recommend that all of the foregoing sales of personal property be confirmed, as the prices obtained for the aforesaid articles of personal property are a fair price for same, and that the sale of said articles met with the approval of the parties to this suit. Your Commissioners, however, recommend that

your Honor refuse to confirm the aforesaid sale of real estate, as the price for which it sold is inadequate.

Your Commissioners further report that after the aforesaid sale of real estate, they received a private bid for same for the sum of FOUR THOUSAND SEVEN HUNDRED NINETY FIVE (\$4,795.00) DOLLARS, that after said bid was received, your Commissioners received another bid from Johnnie W. Nelms, the purchaser at the auction sale, offering the sum of FIVE THOUSAND (\$5,000.00) DOLLARS for the said real estate, which your Commissioners believe to be a fair price for said real estate, and hereby recommend that your Honor confirm the bid of Johnnie W. Nelms for the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, and that your Commissioners may be ordered to execute a deed of Johnnie W. Nelms for said premises; that the parties to this suit concur in asking that the sale to Johnnie W. Nelms for the sum of FIVE THOUSAND (\$5,000.00) DOLLARS be confirmed by your Honor, and waive all exceptions to this report. The bid and offer of Johnnie W. Nelms being filed herewith marked Exhibit A and made a part of this report.

Respectfully submitted, this
4th day of August, 1926

William M. Langston
Special Commissioners.

McCoy file

BROTHERS-PRUDEN COMPANY

INCORPORATED

Hardware and Agricultural Implements

SUFFOLK, VIRGINIA

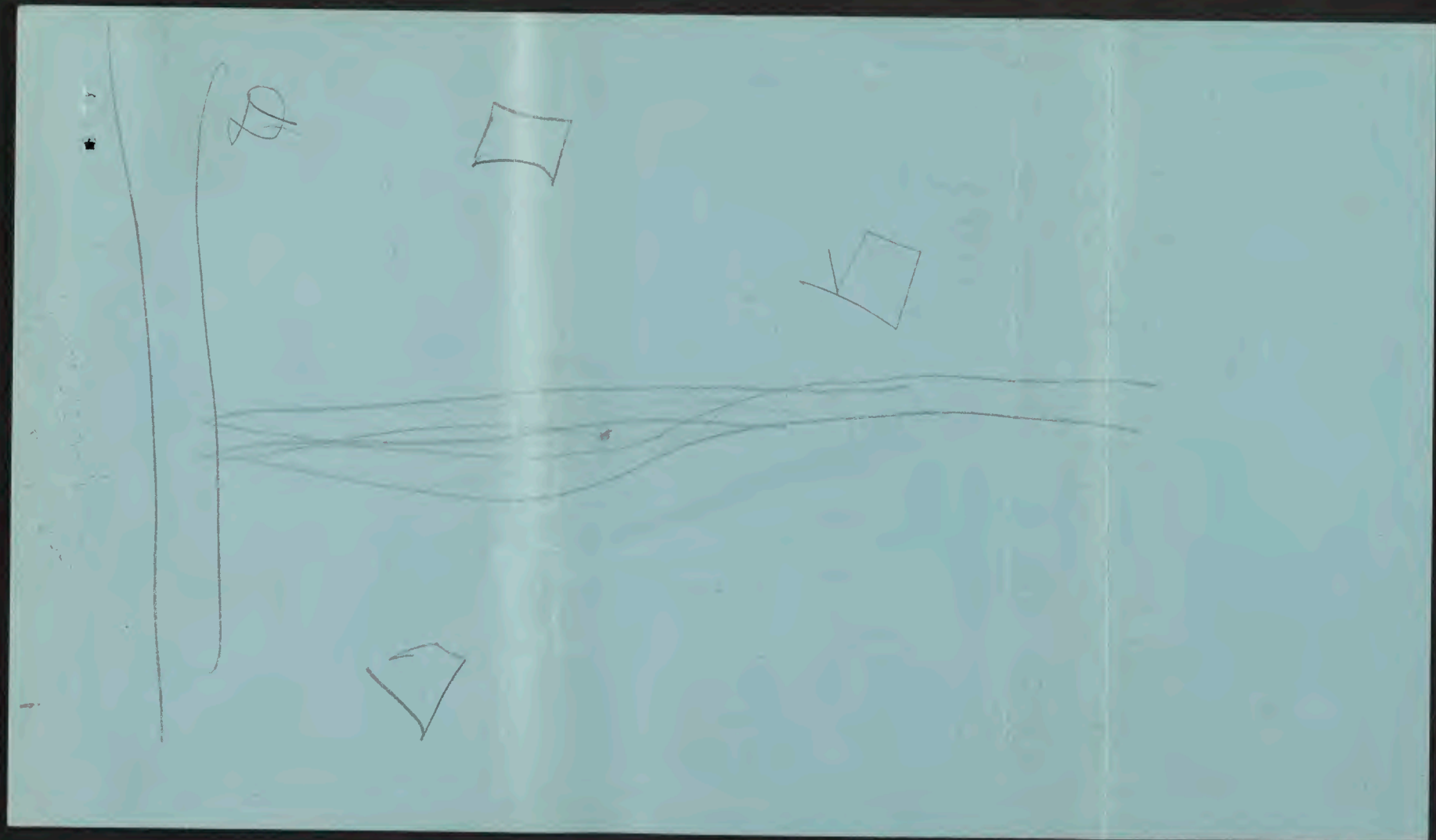
192

7-24-26

Mr C D Hyden Jr
Suffolk Va
Dear Sir,

My offer of
\$4795⁰⁰ for parcel was
lower than it would
have been had I found
the house in as good
condition as the outside
indicated - Should you
decide to accept the
offer let me know
by Aug 1st

Yours truly
C D Pruden



To Chas. B. Godwin, Jr., and W. M. Crumpler,

. Special Commissioners-

I hereby submit to you an offer of the sum of

Five Thousand (\$5000.00) Dollars

Dollars, to be paid in cash for the McCarty place,
situated near Driver in Nansmond County, Virginia.

Johnie W. Helms
Johnie W. Helms.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty

COMMISSIONERS' REPORT.

1926. Aug. 7th filed
8th

CHARLES B. GODWIN, Jr.
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty.

This day came Randolph J. McCarty as next friend of Stella McCarty and Norfleet McCarty, and asked leave to file his petition in the above suit now pending in the said court.

Leave is hereby granted said petitioner to file said petition, and it is hereby ordered that the said Randolph J. McCarty, as next friend of Stella McCarty and Norfleet McCarty, be made party defendant to this suit.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

Grace H. McCarty

v. ORDER

Randolph J. McCarty.

Enter June 14 14-6
J. M. Y. Moore
6 Page 16

VIRGINIA:

IN THE CIRCUIT COURT OF HANSMOND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty

This cause came on this day, by consent of counsel, upon the complainant's bill, proof of legal service of proper process on the respondent, Randolph J. McCarty, in person, the answer of Randolph J. McCarty, and the general replication to said answer by the complainant, the petition of Randolph J. McCarty as next friend of Stella McCarty and Norfleet McCarty, and the depositions of witnesses taken before M. Anderson Maxey, Commissioner in Chancery, and filed on behalf of the complainant and respondent, and by consent of all parties by counsel, this cause is docketed and was argued by counsel.

On consideration whereof, it being shown from the pleadings and the testimony of witnesses, that Grace H. McCarty and Randolph J. McCarty are the joint and equal owners of all of the personal property situated on the premises described in the complainant's bill, except one piano and mahogany table, which belong to the complainant, one pig that belongs to Norfleet McCarty and one Ford truck that belongs to the respondent, and that Grace H. McCarty and Randolph J. McCarty are the joint and equal owners of the real estate described in the complainant's bill, and that partition in kind of said parcel of real estate cannot possibly be made to an advantage among the parties entitled thereto, the court is, therefore, of the opinion, and it doth

decide that it is necessary and to the advantage of said parties to decree a sale of the said parcel of real estate as a whole in order to affect a partition thereof, and to divide the proceeds of said sale amongst the parties according to their respective rights, and it doth so adjudge, order and decree, and doth adjudge, order and decree that W. M. Crumpler and Charles B. Godwin, Jr., who are hereby appointed Special Commissioners for the purpose, do, after having advertised the time, place and terms of sale for five successive times in some newspaper published in the City of Suffolk, or having general circulation in Nansemond County, Virginia, proceed to sell at public auction the personal property of Grace H. McCarty and Randolph J. McCarty and the real estate in the bill and proceedings mentioned, to-wit:

"All that certain tract, piece or parcel of land, with buildings and improvements thereon, situated, lying and being in Sleepy Hole Magisterial District, Nansemond County, Virginia, on the North side of the Suffolk-Portsmouth Highway, and being bounded as follows: to-wit: On the North by Bennetts Creek, on the East by the center of the land running from the Suffolk-Portsmouth Highway through the lands of the parties of the first part to Bennetts Creek, on the South by the Suffolk-Portsmouth Highway, and on the West by the "poor farm".

The said tract of land hereby conveyed is supposed to contain thirty-five (35) acres, more or less, but is sold and conveyed in gross and not by the acre, this deed being a contract of hazard as to the acreage.

Being a portion of the "W. W. Hargroves Estate", and a portion of the same land which was sold and conveyed unto the said Mary Hargroves Brinkley by Willis W. Hargroves, Trustee, by deed dated the 28th day of October, 1924, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book No. 106, page 140.

The said lane is to be kept open for the joint use of the parties to this deed and their respective heirs or assigns."

Upon the terms of cash, and to report their proceedings hereunder to the Court.

But the said Commissioners shall have no power to execute this decree until they shall enter into bond with sufficient security in the Clerk's Office of the Court, payable to the Commonwealth of Virginia, in the penalty of Seven Thousand (\$7,000.00) Dollars, and conditioned for the faithful discharge of their duties hereunder.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

Grace H. McCarty

v. D E C R E E

Randolph J. McCarty.

Entered June , 1926.

We consent to the entry of the
within decree.

Chas B Godwin
Attorney for Complainant

William W. Lunsford
Attorney for defendant.

Entered June 29 1926
J. L. W. Lunsford

#6, page 23.

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Grace H. McCarty)

vs.)

Randolph J. McCarty)

PETITION - IN EQUITY.

The petition of Randolph J. McCarty appearing independently for the purposes hereinafter setforth and as the next friend of Stella McCarty and Norfleet McCarty.

Your petitioner respectfully shows unto the Court that the piano mentioned in the bill of complaint belongs to his daughter, Stella McCarty, and that one of the hogs mentioned in the bill of complaint belongs to his son, Norfleet McCarty. However, to the end that the matters and differences involved in this cause may be promptly adjusted and settled, he says that his children individually as well as he, acting as their next friend, are willing that these articles shall be sold promptly by the Court, a separate account being kept of the proceeds derived from them so that his said children may have like and similar rights in the proceeds of sale as in the articles themselves, to be later determined by the Court.

And this petitioner respectfully prays that in order to avoid delay that the said articles or personalty enumerated be dealt with in the manner above suggested.

Respectfully submitted,

Randolph J. McCarty
Next Friend.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

Grace H. McCarty

v. PETITION - IN EQUITY

Randolph J. McCarty.

1926 June 10. Filed
J.L.M.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

GRACE H. McCARTY

V.

DEPOSITIONS

RANDOLPH J. McCARTY

The depositions of Grace H. McCarty and Randolph J. McCarty and others, taken on the 11th day of June, 1926, before M. Anderson Maxey, Commissioner in Chancery of the Circuit Court of the County of Nansemond, at his office in the National Bank building, Suffolk, Virginia, pursuant to notice hereto annexed, to be read as evidence in a certain suit depending in said court under the general style of Grace H. McCarty against Randolph J. McCarty.

PRESENT: W. M. Crumpler, counsel for defendant: C. B. Godwin, Jr., counsel for complainant.

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND.

Grace H. McCarty

v.

Randolph J. McCarty, and Randolph J.
McCarty as next friend to Stella
McCarty and Norfleet McCarty.

TO RANDOLPH J. MCCARTY IN HIS OWN RIGHT AND AS NEXT
FRIEND TO STELLA MCCARTY AND NORFLEET MCCARTY:-

TAKE NOTICE, That on the 14th day of June, 1926,
at the office of M. Anderson Mahey, Commissioner in Chancery,
National Bank Building, in the City of Suffolk, County of
Nansemond, and State of Virginia, between the hours of nine
o'clock A. M., and six o'clock P. M., of that day, I shall
proceed to take the depositions of Grace H. McCarty, Hinton
Hargraves and others, to be read as evidence in my behalf
in a certain suit in equity, pending in the Circuit Court of
the City of Suffolk, Suffolk, Virginia, in which I am the
complainant and you are the defendant; and, if from any cause,
the taking of said depositions be not commenced on that day,
or if commenced, if they be not completed on that day, the
taking of the said depositions will be adjourned from day to
day at the same place and between the same hours until they
are completed.

GRACE H. MCCARTY

By

Chas. B. Godwin Jr.
Counsel.

Due, sufficient and legal
service of the within notice
is hereby accepted by me.

R. G. Orr Garty

No. 5

CERTIFIED

Philadelphia,

Apr 27 1925

THE **West Philadelphia Title and Trust Co.** 3-49

The West Philadelphia
Title & Trust Co.

ASST. TREASURER

Pay to the
order of

Grace H. McCarty

\$500.00

Five hundred

Dollars

Get exhibit
B

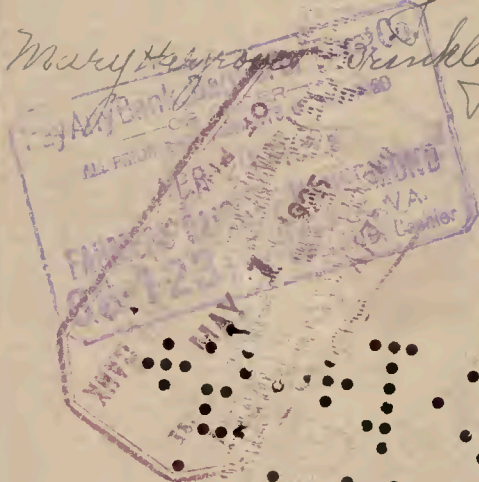
Randolph J. McCarty

Grace H. McCarty

MEMBER
FEDERAL RESERVE
SYSTEM

Pay to the order of
Mary Hargrove Brinkley
Chas. H. McEarty

Mary Hargrove Brinkley



SUFFOLK, VA.

June 15

1925

No.

1

$\frac{5}{68-123}$

THE FARMERS BANK OF NANSEMOND

$\frac{5}{68-123}$

SUFFOLK, VA.

PAY TO THE
ORDER OF

Mary Hargrove Brinkley \$6500.⁰⁰/₁₀₀

Sixty-five Hundred DOLLARS

at libt.
C.

Randolph G. W. Carty
Grace F. W. Carty

Mary Hargraves Brinkley

L B O M
+ O T E S E
B V I O

THIS DEED, Made this 15th day of June, in the year one thousand nine hundred twenty-five, between Mary Hargroves Brinkley and W. H. Brinkley, her husband, of Nansemond County, Virginia, of the first part, and Randolph J. McCarty and Grace H. McCarty, of said County and State, of the second part—

WITNESSETH: That in consideration of the sum of Ten (10) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged,

the said parties of the first part

do grant unto the said parties of the second part,

with GENERAL WARRANTY, all that certain tract, piece or parcel of land, with the buildings and improvements thereon, situated, lying and being in Sleepy Hole Magisterial District, Nansemond County, Virginia, on the North side of the Suffolk-Portsmouth Highway, and being bounded as follows, to-wit:

"Exhibit A"

On the North by Bennett's Creek; on the East by the center of the lane running from the Suffolk-Portsmouth Highway, through the land of the parties of the first part, to Bennett's Creek; on the South by the Suffolk-Portsmouth Highway; and on the West by the "Poor Farm".

The said tract of land hereby conveyed is supposed to contain thirty-five (35) acres, more or less, but is sold and conveyed in gross and not by the acre, this deed being a contract of hazard as to the acreage.

Being a portion of the "W.W.Hargroves Estate", and a portion of the same land which was sold and conveyed unto the said Mary Hargroves Brinkley by Willis W. Hargroves, Trustee, by deed dated the 28th day of October, 1924, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book No. 106, page 140.

The said lane is to be kept open for the joint use of the parties to this deed and their respective heirs and assigns.

The said parties of the first part
covenant___ that they have the right to convey the said land to the grantees;
that they have done no act to encumber the said land; that the grantees 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 signatures and seals:



Mary Hargroves Brinkley [SEAL]
W. H. Brinkley [SEAL]
_____, [SEAL]

State of Virginia,

_____ City _____ of _____ Suffolk _____ to-wit:

I, Minnie Lavine, a Notary Public

_____ for the City _____ aforesaid, in the State of Virginia, do
certify that Mary Hargroves Brinkley and W. H. Brinkley,

whose names are signed to the foregoing writing, bearing date on the 15th
day of June _____, 1925____, have acknowledged the same before me in my
City _____ aforesaid.

Given under my hand this 15th day of June _____, 19 25

My commission expires October 2, 1926. Minnie Lavine
Notary Public.
MEMO.—To be acknowledged before any officer authorized to take acknowledgments.

Virginia.

In the Clerk's Office of the Circuit Court of Nansemond
County the 15 day of June _____ 1925..

This deed was presented, and, with the certificate.....annexed,
admitted to record; the requisite amount of \$ 7.50 in Revenue
stamps affixed and cancelled.

Teste:

..... G. E. Brinkley _____, Clerk
By M. K. Gardner D. C.

_____, 19____. This deed was presented and with the certificates
annexed, admitted to record at_____o'clock_____M.

Teste: _____, Clerk.

580

Mary Hargroves Brinkley et vir

DEED OF BARGAIN AND SALE

to

Grace H. McCarty et vir.

June 15th 1925

Presented in office, and with
certificate, admitted to record at
o'clock M.

Clerk.

Recorded Deed Book 108

Page 306 and

G. A. HARRIS

ATTORNEY AND COUNSELLOR AT LAW
NATIONAL BANK BUILDING
SUFFOLK, VIRGINIA

Tax \$ 840

Clk. \$ 175

Comr. \$ 100

1115

\$

Mrs. Grace H. McCarty, being duly sworn, deposes as follows:

Examined by Mr. Godwin:-

Q. Mrs. McCarty, you have alleged in your bill that you and Randolph J. McCarty are the owners of the real estate described therein?

A. Yes.

Q. From whom did you and Mr. McCarty purchase this property?

A. Mary Hargroves Brinkley and Wade H. Brinkley, her husband.

Q. What was the price paid for the said real estate?

A. The price in full was \$7,000.00. \$500.00 down at time of agreement, \$6,500.00 at settlement.

Q. Mrs. McCarty, I hand you herewith a deed. Please state whether or not that is the original deed between Mary H. Brinkley and Wade H. Brinkley, her husband, and Grace H. McCarty and Randolph J. McCarty?

A. Yes.

(I wish to offer this deed as Exhibit A)

Q. I hand you herewith a check, payable to Grace H. McCarty for \$500.00, signed by Randolph J. McCarty and Grace H. McCarty. Please state what that check was given for?

A. On April 27th I paid \$500.00 down. I brought a certified check for \$500.00 from Philadelphia with me that I paid down at the time of the agreement, and made it payable to the order of Mary Hargroves Brinkley.

(I wish to offer this check as Exhibit B)

Q. Mrs. McCarty, I hand you herewith a check in the amount of \$6,500.00, signed by Randolph J. McCarty and Grace H. McCarty, payable to Mary Hargroves Brinkley. Please state what that check is for?

A. On June 15th we had settlement in full, and we gave this check of \$6,500.00, the balance due on the property.

(I wish to offer this check as Exhibit C)

- Q. Please state whether or not you believe this real estate is divisible in kind without seriously impairing the value of same?
- A. It wouldn't be worth anything divided, because when I bought the property, the way they wanted to divide it up it would not have been any good at all to me and it would not be any good to me to own the front part with the building on it and then to have somebody else own the back part, because it would be no living there for me.
- Q. Mrs. McCarty how many acres are in that property?
- A. Mr. Wade Brinkley told me that it would be around about thirty five acres, judging from a blue print that they showed me and where they had it staked off, and according to my own knowledge.
- Q. Under the present conditions and situation of the buildings, could you practically make two farms of this property?
- A. No sir.
- Q. Would it impair the value of this property if divided and sold off into divided portions?
- A. I would think so.
- Q. Mrs. McCarty, you have also alleged that all of the growing crops and all of the animals and all of the farming implements and all of the household and kitchen furniture and personal property situated on said farm belonged to you and Mr. McCarty. Is that true?
- A. All of it belongs to both of us with the exception of the runt pig, which belongs to Norfleet McCarty, the automobile truck, which belongs to Mr. McCarty, and the piano and the mahogany table, which belongs to me. Otherwise all of the property belongs to Mr. McCarty and myself.
- Q. Do you wish this personal property sold and the proceeds divided between you and Mr. McCarty?
- A. Yes, all except those pieces which I have stated belonged to each of us separately.
- Q. Are there any liens on this property?
- A. There are no liens on this property, except the 1926 taxes have not been paid.

And further this deponent saith not.

Randolph J. McCarty, being duly sworn, deposes as follows:

Examined by Mr. Cumppler:-

Q. Mr. McCarty, you have heard the testimony of Mrs. McCarty to the effect that the farm belongs to you jointly, and that the Ford truck belongs to you individually and one hog to your son; that the piano and mahogany table belong to her individually, and that all of the remainder of the personal property belongs to each of you jointly. Is that correct?

A. Yes.

Q. Do you think it would be advisable to attempt to divide this property, or to sell it as a whole?

A. I think it would be better to sell it as a whole.

Q. You do not think it would be practicable or advantageous to divide it?

A. No, I don't think so.

Q. You gave, as I understand it, \$7,000.00 for this property?

A. Yes.

Q. Is it or not your desire that the personal property should be sold and the proceeds divided between you?

A. Yes, I believe in having it sold.

Q. You mean, of course, subject to the articles which I have mentioned, and which belong to you individually?

A. Yes. They are not to be sold.

Q. Mr. McCarty, what do you regard this farm worth today being guided by its market value?

A. I think the farm today with the market prices of farms around here, is not worth more than five or six thousand dollars, and that is my candid opinion.

And further this deponent saith not.

J. B. Rooke, being duly sworn, deposes as follows:

Examined by Mr. Godwin:-

Q. State your name and occupation?

A. J. B. Rooke, Realtor.

Q. Mr. Rooke, are you familiar with the general prices of farm lands in Nansemond County?

A. I think I am.

Q. Are you familiar with the property upon which Mr. and Mrs. McCarty now reside?

A. Yes I am. I got the contract from Mr. Hargrove and we cut the property up. I have a map of it in my office, and sold it at auction, and this piece was bought in by Mrs. Brinkley.

Q. What would you say is a fair value for this piece of property at auction?

A. From five to seven thousand dollars.

Examined by Mr. Crumpler:-

Q. You say that this property in your judgment, at auction would bring from \$5,000.00 to \$7,000.00, do you recall what Mrs. Brinkley paid for it?

A. I think this property was bought for \$150.00 an acre.

Q. Will you please state whether you know what the records in the County Clerk's Office show as to the sale of this property when sold at public auction to which you have referred?

A. The records show 68.63 acres bought a total of \$10,294.50, which equals \$150.00 an acre. This 35 acres being a portion of the 68.63 acres above referred to.

And further this deponent saith not.

Counsel waives signatures of witnesses.

No other witnesses appearing, the further taking of these depositions is continued until Friday, June 18th, 1926, at the same place and between the same hours.

M. Anderson Massey
Commissioner in Chancery.

Office of M. Anderson Maxey, Commissioner in
Chancery, in the City of Suffolk, Virginia, this 18th day of
June, 1926.

PRESENT: W. M. Crumpler, counsel for defendant: C. B.
Godwin, Jr., counsel for complainant.

Mr. A. S. Hargrove, being duly sworn, deposes as follows:

Examined by Mr. Crumpler:-

Q. Mr. Hargrove, you live in the neighborhood of this McCarty property do you not?

A. Yes.

Q. I suppose you know that it consists of thirty five acres of land?

A. That is what I understand.

Q. What is your idea of its market value at the present time?

A. The only thing that I could base that on was when it was sold at public auction it was bid in for \$150.00 an acre, but this property is the part of it that had more woods and marshland than the other part, and I hardly think it would bring as much as that now.

Q. Then in dollars and cents, do you mind expressing your opinion as to what its market value is?

A. You know its an awfully hard thing to put an estimate on that property, because if it was put up and sold it would probably sell for a good deal less than it would if you would find a buyer who wanted a place of that kind. The fact is that there is hardly enough land for a man to make a living on farming, and if you find a person who wanted it as a home and who had a business in the city it would bring a great deal more. My estimate at public auction is that it would bring between \$3,500.00 and \$4,000.00.

And further this deponent saith not.

Mr. J. E. Jordan being duly sworn, deposes as follows:

Examined by Mr. Godwin:-

Q. Please state your name, residence and occupation?

A. J. E. Jordan, Driver, Va., farmer.

Q. Are you familiar with the real property owned by Mr. and Mrs. Randolph J. McCarty?

A. I am. It is a part of the old Willis Hargrove tract and known as Hargrove Tavern.

Q. Is that property susceptible of division in kind between the parties?

A. The land is divisible. You can divide any tract of land, yet it is not practicable to divide this tract, and to divide it into two small tracts would impair the value of both pieces, besides the party getting the tract with the house would get practically no tillable soil and the party getting the remainder would have only a small place with no buildings whatsoever, provided the land was divided according to value.

Q. What is a fair value for this piece of real estate?

A. I should say around \$5,000.00.

STATE OF VIRGINIA,

CITY OF SUFFOLK, to-wit:

I, M. Anderson Maxey, Commissioner in Chancery for the County of Nansemond, State of Virginia, do hereby certify that the foregoing depositions were duly taken, and reduced to writing at the place and time therein mentioned pursuant to the annexed notice. The signature of witnesses being waived by counsel.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal at Suffolk, this 24th day of June, 1926.

M. Anderson Maxey
Commissioner in Chancery.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty

D E P O S I T I O N S

CHARLES B. GODWIN, Jr.
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty.

This cause came on this day to be again heard upon the report of W. H. Crumpler and Chas. B. Godwin, Jr., Special Commissioners, dated the 21st day of October, 1926.

And it appearing to the Court that the said Special Commissioners have disbursed all of said funds in their hands pursuant to an order entered in this matter on the 30th day of August, 1926, and have filed receipts showing payment of same, and there being nothing further remaining to be done in this suit, it is hereby ordered that the said Special Commissioners be discharged and that this suit be stricken from the docket.

VIRGINIA:
IN THE CIRCUIT COURT OF
HANSMOND COUNTY.

Grace H. McCarty

v.

Randolph J. McCarty

Entered Octo. 21. 1926.

For L. M. Moore.

Has consent to
the within decree
Randolph J. McCarty
By Th. H. Cannon -
attly.

Given in court
of Chancery J. atty.

#6, Page 42

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Grace H. McCarty

vs.

Answer - In Equity.

Randolph J. McCarty

This respondent reserving to himself the advantage of all errors, uncertainties and insufficiencies contained in the bill of complaint, for answer thereto or so much thereof as is material and necessary that he should answer, comes and says:

F I R S T

That the disclosures setforth in paragraph one of the bill of complaint are in substance correct but he neither admits or denies them, calling upon the complainant for proof thereof.

S E C O N D

That the disclosures contained in paragraph two of said bill of complaint are partly correct and partly incorrect. Incorrect in that one of the ten hogs mentioned does not belong to either the complainant or the defendant but to their son; that the piano does not belong to either the complainant or the defendant but to their daughter, Stella; that the mahogany table belongs to this respondent; that the oak sideboard belongs to this respondent, as does also the oak table and oak sewing table, and crops.

Otherwise than expressly denied, the allegations setforth in this sub-division of the bill of complaint are neither admitted nor denied but strict proof thereof is called for.

T H I R D

This respondent concurs in the third sub-division of the bill of complaint.

F O U R T H

This respondent concurs in the fourth sub-division of the bill of complaint so far as it relates to goods and chattels

owned jointly by the complainant and defendant.

F I F T H

Save and except so far as sub-division five of the complainant's bill of complaint is inconsistent with the disclosures herein above setforth, sub-division five is concurred in.

S I X T H

This respondent says that the interest of the complainant in all of the foregoing property, for the purpose of domestic harmony and at the insistent request and demand of the complainant, was given her by the defendant as and for and in lieu of her entire marital rights in his estate, all of the property, real and personal, herein mentioned and described, unless it be some one or two small items of personalty having been purchased from funds owned and earned by this defendant, the complainant not having had at the time of her marriage to this defendant or since acquired an independent estate.

And this respondent having now answered the said bill of complaint as fully and effectually as he is advised it is necessary that he should answer the same, prays hence to be dismissed with his reasonable cost in this behalf expended, annexing and affixing hereto his oath in accordance with the oath annexed to the bill of complaint.

And this respondent will every pray, etc.

Randolph J. Mc. Garty
Thos. J. Mc. Garty
Counsel.

STATE OF VIRGINIA,

CITY OF SUFFOLK, to-wit:

Randolph J. McCarty, the complainant named in the foregoing bill, being duly sworn, says that the facts and allegations contained therein are true to the best of his knowledge and belief.

Randolph J. McCarty

Taken, sworn and subscribed to before me this 10th day of May, 1926.

My commission expires March 28th, 1928.

Maris January
Notary Public.

Grace H. McCarty

vs.

Randolph J. McCarty

— Answer —

Filed May 3, 1936

G. E. Crumpler
Clerk

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Grace H. McCarty

v. BILL

Randolph J. McCarty.

To the Honorable James L. McLemore, Judge:-

Your complainant, Grace H. McCarty, respectfully represents:

(1) That by deed dated June 15th, 1925, and duly of record in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book 108, page 306, Mary Hargrove Brinkley and W. H. Brinkley, her husband, conveyed unto Grace H. McCarty and Randolph J. McCarty the following described property:

"All that certain tract, piece or parcel of land, with the buildings and improvements thereon, situated, lying and being in Sleepy Hole Magisterial District, Nansemond County, Virginia, on the North side of the Suffolk-Portsmouth Highway, and being bounded as follows; to-wit: On the North by Bennetts Creek, on the East by the center of the land running from the Suffolk-Portsmouth Highway through the lands of the parties of the first part to Bennetts Creek, on the South by the Suffolk-Portsmouth Highway, and on the West by the "poor farm".

The said tract of land hereby conveyed is supposed to contain thirty-five (35) acres, more or less, but is sold and conveyed in gross and not by the acre, this deed being a contract of hazard as to the acreage.

Being a portion of the "W. W. Hargroves Estate", and a portion of the same land which was sold and conveyed unto the said Mary Hargroves Brinkley by Willis W. Hargroves, Trustee, by deed dated the 28th day of October, 1924, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book No. 106, page 140.

The said lane is to be kept open for the joint use of the parties to this deed and their respective heirs or assigns."

(2) That your complainant, Grace H. McCarty, and Randolph J. McCarty own the following property situated upon the aforesaid property described under Paragraph (1):

"All of the growing crops consisting of approximately thirteen (13) barrells of planted potatoes, eight thousand (80000) cabbage plants, and approximately one-half ($\frac{1}{2}$) an acre of peas, and a growing crop of spinach; three (3) horses, one colt, two (2) milk cows, one heifer and one calf, ten ⁹10 ^{hogs} hogs, seventy (70) chickens and biddies, one buggy, one disc harrow, one drag, two (2) one-horse plows, one two-horse plows, one seed drill, one set of carriage harness, two (2) sets of work harness, one cultivator, one spinach cultivator, one pair cotton scales, and all other farming implements situated on said property, and all household and kitchen furniture situated in the mansion house upon said farm, except the following property, which belongs to your complainant; one ^{Heater} piano, one ^{map} mahogany table, one ^{rock} rocking chair, one ^{bed} brass bed, one ^{no} oak sideboard, one ^{no} oak table, one ^{no} oak serving table and one ^{no} commode."

All of the above personal property owned by your complainant, Grace H. McCarty, and Randolph J. McCarty having an aggregate value in excess of the sum of Three Hundred (\$300.00) Dollars.

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

(4) That an equal division of the goods and chattels hereinbefore described belonging to your complainant, Grace H. McCarty, and Randolph J. McCarty cannot be made in kind among those in title.

(5) That your complainant, Grace H. McCarty, and Randolph J. McCarty are the owners of all of the aforesaid property, except such property as is herein set out belonging to your complainant, Grace H. McCarty, and that there are no liens upon any of the aforesaid property belonging to your complainant and Randolph J. McCarty.

In consideration whereof, and for as much as your complainant is remediless in the premises save by the aid of a court of equity, she prays that the said Randolph J. McCarty may be made a party defendant to this bill and required, but not under his oath, to answer the same, the oath being hereby waived; that proper processes issue; that the aforesaid goods, chattels and personal property belonging to your complainant and Randolph J. McCarty be sold and the proceeds derived from the sale of same be distributed according to the rights of the parties; that the said real 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 between your complainant and Randolph J. McCarty according to their respective rights; that all proper orders and decrees may be made, accounts taken, and inquiries directed; that all proper allowances and counsel fees may be made in this suit; and that your complainant may have all such further and other and general relief in the premises as the nature of her case may require, or to equity shall seem meet.

Grace L. McCarty

Chas. B. Godwin
Counsel.

STATE OF VIRGINIA,
CITY OF SUFFOLK, to-wit:

Grace H. McCarty, the complainant named in the foregoing bill, being duly sworn, says that the facts and allegations contained therein are true to the best of her knowledge and belief.

Grace H. McCarty

Taken, sworn and subscribed to before me this 9th day of April, 1926.

My Commission expires the 22nd day of November, 1928.

Anne Jones.
Notary Public.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

Grace H. McCarty

v. BILL

Randolph J. McCarty.

Filed April 13, 1829

Wm. F. Carr

CHARLES B. GODWIN, Jr.
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

Report Form

831011

W. B. Adams, Dr. N. Y.

Wm. H. McCarty

vs.

Wm. H. McCarty

1926