

1927-001

Nansemond Co (Suffolk)

Chancery Causes: T.O. Williams vs William Ward

Branch, Deans, Claiborne, Day, Pugh, Dunhamant, Hotch

A. A. Bangel
Attorney at Law
NEW KIRN BLDG.
Hartsmouth, Va.

July 11, 1927.

Mr. Bunting,
Clerk Circuit Court of Nansemond County,
Suffolk, Va.

Dear Mr. Bunting:

RE: T. O. Williams v. William Ward.

Counsel representing the defendants in the above styled matter has asked that I get a statement of the costs as he intends to have his client liquidate this claim. Will you kindly give me a statement of your costs?

Yours very truly,

A. A. Bangel
201

AAB/W

FRANK L. WILSON
ATTORNEY AND COUNSELLOR-AT-LAW
TIDEWATER BUILDING
PORTSMOUTH, VIRGINIA

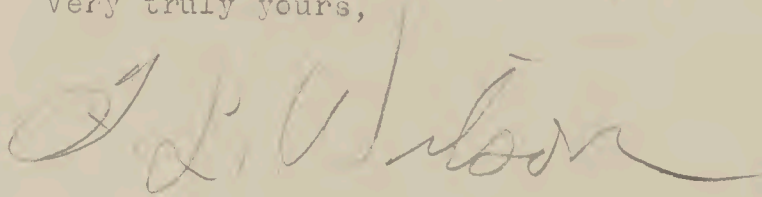
, Jan. 31st, 1927.

Mr. A.A. Bangel,
Attorney at Law,
Portsmouth, Virginia.

Dear Sir:

I am handing you herewith copies of papers which I shall ask the Court to allow me to file in the suit of Williams vs Ward, on the 1st day of February, 1927, the papers are as follows: decrees allowing to file amended plea on the part of William Ward and William Ward, jr., and the amended plea of William Ward and the plea of William Ward Jr.

Very truly yours,



seen
A.A. Bangel
Atty for complainant
1/31/27

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

T.O. Williams,

vs

William Ward.

(
)
)
(
)
(

The Clerk will please issue summons in Chancery
to 2nd May Rules, 1926.

Leo P. Blair

P. q.

*Process issued May 5, 1926, returned to
May Rules, 2nd Monday, 1926*

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

WE COMMAND YOU, That you summon William Ward

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 May, 1926,
to answer a bill in chancery, exhibited against him in our said Court by
T.O. Williams

And have then there this writ. Witness G.E. Bunting, Clerk of our said
Court, at the court-house, the 5th day of May, 1926, and in the
150th year of the Commonwealth.

G.E. Bunting

Clerk

No. 300

T.O. Williams

vs.

SUBPOENA IN CHANCERY

William Ward

Leo P. Blair

p. q.

To May Rules,

Nansemond County Circuit Court.

Executed on the 13th of
May 24 within the county of
Nansemond, by delivering a
true copy of the within return
in writing to Williams
Ward in person
E. B. Rawles
Sheriff of Nansemond County

304 PG
E. B. R.

VIRGINIA: In the Circuit Court of Hansemond County.

In re:

T.O. Williams, Plaintiff,

vs In Chancery

William Ward, Defendant,

This day came William Ward, Jr., by counsel, and asked leave of the Court to become a party to the above styled suit, now pending in this Court, which leave is hereby granted, and the said Willlaim Ward, Jr., is hereby ordered to file his plea or answer this day. And the said plea is filed.

VIRGINIA: In the Circuit
Court of Hansemond County.

T.O. Williams, Plaintiff,
vs In Chancery
William Ward, Defendant.

Decree Allowing William
Ward, Jr., to become A
Party to Suit.

VIRGINIA: In the Circuit Court of Nansemond County.

T.O. Williams, Plaintiff,

vs In Chancery

William Ward, Defendant.

This day came the defendant, by his attorney, and asked leave of the Court to file an amended plea, which leave is hereby granted, and the said plea is hereby ordered filed.

VIRGINIA: In the Circuit
Court of Nansemond County.

T.O. Williams, Plaintiff,
vs In Chancery
William Ward, Defendant.

Decree Granting Leave to
File Amended Plea

VIRGINIA:

IN THE CIRCUIT COURT OF NAINSEMOND COUNTY.

T. O. Williams,

Complainant.

V.

William Ward,

Defendant.

IN CHANCERY.

In obedience to a decree entered in this cause on the
22nd day of October, 1927, your Special Commissioner made
the payments therein required, as follows:

T. O. Williams, principal, interest and costs	\$292.68
Clerk of this Court, costs	25.90
John M. Hutton, Commissioner in Chancery	25.00
Evelyn V. Palmer, stenographer	2.50
Woodward & Elam, Surety Bond	10.00
A. A. Bangel, Special Commissioner's fee	22.05
Annie Williams, for Depositions	8.50
E. R. Pugh, Appraiser	2.50
E. C. Dunnavant, Appraiser	2.50
Suffolk News, Advertisement	27.50
Total -	\$419.13

Vouchers for the payment thereof are hereto
attached.

Respectfully submitted,



Special Commissioner.

RECEIVED of A. A. Bangel, Special Commissioner, in re
T. O. Williams v. William Ward, the sum of Three Hundred and
Seven Dollars and Sixty-eight Cents (\$307.68), in full payment of
judgment, interest and costs of T. O. Williams v. William Ward.

Dated at Portsmouth, Virginia, this 17th day of
October, 1927:

T. O. Williams

by Sarah Agent

RECEIVED of A. A. Bangel, Special Commissioner in
the matter of T. O. Williams v. William Ward, the sum of Twenty-
five Dollars and Ninety Cents (\$25.90).

Given under my hand this 12th day of November,
1927.

J. B. Runtz, Clerk

RECEIVED of A. A. Bangel, Special Commissioner in
the matter of T. O. Williams v. William Ward, the sum of Twenty-
five Dollars (\$25.00).

Given under my hand this 11th day of November,
1927.

John K. Hunter
By Carlton D. Palmer

"Thank you"

RECEIVED of A. A. Bangel, Special Commissioner in
the matter of T. O. Williams v. William Ward, the sum of Two
Dollars and Fifty Cents (\$2.50).

Given under my hand this 11th day of November,
1927.

Evelyn Palmer

"Thank you"

RECEIVED of A. A. Bangel, Special Commissioner in
the matter of T. O. Williams v. William Ward, the sum of Ten
Dollars (\$10.00).

Given under my hand this 12th day of November,
1927.

Wm. A. Bangel

RECEIVED of A. A. Bangel, Special Commissioner in
the matter of T. O. Williams v. William Ward, the sum of Twenty-
two Dollars and Five Cents (\$22.05).

Given under my hand this 10th day of November,
1927.

A. A. Bangel

RECEIVED of A. A. Bangel, Special Commissioner in
the matter of T. O. Williams v. William Ward, the sum of Eight
Dollars and Fifty Cents (\$8.50).

Given under my hand this 10th day of November,
1927.

Annie Williams

RECEIVED of A. A. Bangel, Special Commissioner in
the matter of T. O. Williams v. William Ward, the sum of Two Dollars
and Fifty Cents (\$2.50).

Given under my hand this 15 day of November,
1927.

E. Louis R. Pugh
By L. S. Van Zolman

RECEIVED of A. A. Bangel, Special Commissioner in
the matter of T. O. Williams v. William Ward, the sum of Two
Dollars and Fifty Cents (\$2.50).

Given under my hand this 17 day of November,
1927.

CE Sumnait

RECEIVED of A. A. Bangel, Special Commissioner in
the matter of T. O. Williams v. William Ward, the sum of Twenty-
seven Dollars and Fifty Cents (\$27.50).

Given under my hand this eleventh day of November,
1927.

Duffell News Co Inc.
Per C. J. Riddick, Jr.

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

T. O. WILLIAMS,
Plaintiff.

V.

WILLIAM WARD,
Defendant.

SPECIAL COMMISSIONER'S
FINAL REPORT.

*1927. Nov. 19. filed
J.L.M.*

A. A. BANGEL
ATTORNEY AT LAW
NEW KIRN BUILDING
PORTSMOUTH, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

T. O. Williams,

Complainant.

V.

William Ward,

Defendant.

IN CHANCERY.

This cause came on this day to be again heard upon the papers formerly read and upon the report of A. A. Bangel, Special Commissioner, filed on this date, in which said report said Special Commissioner reported that on the date of sale the defendant, William Ward, paid to said Special Commissioner, in United States Currency, the sum of Four Hundred and Nineteen Dollars and Thirteen Cents (\$419.13), which represented the principal, interest and costs of the judgment creditor, the complainant, T. O. Williams, and the accrued costs in these proceedings, and which said sum of money was accepted by said Special Commissioner in lieu of crying off the said property described in the Bill, as the purpose for which the sale was to be had was fully accomplished, and the Court doth confirm the action of said Special Commissioner and doth adjudge, order and decree that the said A. A. Bangel, Special Commissioner be, and he is hereby authorized and directed to pay out of the proceeds received by him the following:

T. O. Williams, principal, interest and costs	\$292.68
Clerk of this Court, costs	25.90
John K. Hutton, Commissioner in Chancery	25.00
Evelyn V. Palmer, stenographer	2.50

Woodward & Elam, Surety Bond	\$10.00
A. A. Bangel, Special Commissioner's fee	22.05
Annie Williams, for depositions	8.50
E. R. Pugh, Appraiser	2.50
E. C. Dunnavant, Appraiser	2.50
Suffolk News, Advertisement	27.50

Total - -	\$419.13
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And the said A. A. Bangel, Special Commissioner, shall report his action hereunder to the Court.

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

T. O. WILLIAMS,
Complainant.

V.

WILLIAM WARD,
Defendant.

DECREE.

1927. Octo. 22. Enter
J. L. McInnis

Chancery Order Book
No. 6 Page 104

A. A. BANGEL
ATTORNEY AT LAW
NEW KIRN BUILDING
PORTSMOUTH, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

T. O. Williams,

Complainant.

V.

William Ward,

Defendant.

IN CHANCERY.

In obedience to a decree entered in this cause on the 1st day of October, 1927, the undersigned, Special Commissioner, after having first given bond in the sum of One Thousand Dollars (\$1,000.00) before the Clerk of this Court, payable to the Commonwealth of Virginia, advertised the property described in said decree for sale at public auction, in front of the Clerk's Office of the Circuit Court of Nansemond County, in Suffolk, Virginia, on Monday, October 17, 1927, at Noon; that on said date the defendant, William Ward, paid to your Special Commissioner, in United States Currency, the sum of Four Hundred and Nineteen Dollars and Thirteen Cents (\$419.13), which represented the principal, interest and costs of the judgment creditor, the complainant, T. O. Williams, and the accrued costs in these proceedings, and requested your Special Commissioner not to cry said property for sale, as the purpose for which the sale was to be had was fully accomplished.

Your Special Commissioner, having received from the defendant the money aforesaid, did not cry off the aforesaid property, and prays that his action in this be confirmed.

Your Special Commissioner prays that he be directed to disburse said money by making the following payments:

T. O. Williams, principal,	
interest and costs	\$292.68
Clerk of this Court, costs	25.90

John K. Hutton, Commissioner in Chancery	\$25.00
Evelyn V. Palmer, stenographer	2.50
Woodward & Elam, Surety Bond	10.00
A. A. Bangel, Special Commissioner's fee	22.05
Annie Williams, for Depositions	8.50
E. R. Pugh, Appraiser	2.50
E. C. Dunnavant, Appraiser	2.50
Suffolk News, Advertisement	27.50

Total -	\$419.13
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Respectfully submitted,


Special Commissioner.

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

T. O. WILLIAMS,

Complainant.

V.

WILLIAM WARD,

Defendant.

REPORT OF SPECIAL
COMMISSIONER.

1927. Octo. 22. filed
JLm

A. A. BANGEL
ATTORNEY AT LAW
NEW KIRN BUILDING
PORTSMOUTH, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

T. O. Williams,	)	
V.	Plaintiff.	)
William Ward, Sr.,	)	DECREE.
	Defendant.	)

This cause came on this day to be heard upon the papers formerly read; the report of John K. Hutton, Commissioner in Chancery, made pursuant to a decree entered in the Clerk's Office of this Court on the day of February, 1927; the exceptions of the defendant; and was argued by counsel.

Upon consideration whereof the Court doth over-rule all the exceptions of the said defendant, and it appearing to the Court from the said report and the evidence filed therewith that the said William Ward, Sr. is the owner of the following real estate, situated in Nansemond County, Virginia, to-wit:

All that piece of land situated near Bellville in the County of Nansemond, S tate of Virginia, on the Southerly side of the road leading from Churchland to Bellville and bounded as follows:

Beginning at a point on the Southerly side of said road 20 feet Westerly from the North Westerly corner of the lot owned by the trustees of the public school, running thence South $36^{\circ} 20' E.$ parallel to and 20 feet distant from Western boundary of said school lot and the continuation thereof 392 feet; thence South 39° West 82 ft. and 6 inches; thence in a Northwesterly direction 410 feet to a point on the South-erly side of said road 134 feet from the beginning; and thence in a Northwesterly direction to along said road 134 feet to place of beginning, containing one acre, more or less.

That the said real estate is subject to the lien asserted in the complainant's Bill; that the rents, issues and profits of said real estate will not in five (5) years pay off and satisfy the said debt, the Court doth Approve and Confirm the said report and doth adjudge, order and decree that A. A. Bangel, who is hereby made Special Commissioner for that purpose, do proceed to sell all the said real estate at public auction, for cash, in front of the courthouse door in the City of Suffolk, in the County of Nansemond, Virginia, after having first given bond before the Clerk of this Court in his office, ^{with approval security} in the sum of \$1000- , payable to the Commonwealth of Virginia, and conditioned for the faithful performance of his duties under this or any other decree that may be entered in this cause, and after having advertised the time, place and terms of sale by publication thereof for ten days in the Suffolk News/ ^{Herald} a newspaper published in the City of Suffolk, Virginia, which said advertisement of sale shall also have appended thereto a certificate of the Clerk of this Court that the said bond has been given.

And the said Special Commissioner will make report of his proceedings under this decree to the Court.

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

T. O. WILLIAMS,

Plaintiff.

V.

WILLIAM WARD,

Defendant.

DECREE.

I have read -

*Frank L. Wilson, counsel for
defendant.*

Enter Octo. 1. 1927.

*J. L. McInnes
Chancery Order Book
No. 6 Page 101*

A. A. BANGEL
ATTORNEY AT LAW
NEW KIRN BUILDING
PORTSMOUTH, VA.

FRANK L. WILSON
ATTORNEY AND COUNSELLOR-AT-LAW
TIDEWATER BUILDING
PORTSMOUTH, VIRGINIA

, March 7th, 1937.

Mr. George H. Bunting,
Clerk Circuit Court of Nansemond County,
Dear Sir:

Please file the enclosed exceptions in the case of Williams vs Ward,
and oblige,

Yours truly

Frank L. Wilson,

VIRGINIA: In the Circuit Court of Nansemond County.

T.O. Williams, Plaintiff,

vs In Chancery

William Ward Sr., et als, Defendants.

The defendants except to the report of the Commissioner in this cause, and assign for cause:

First: The Commissioner's finding is not supported by the law in such cases as laid down by the Supreme Court of Appeals in Ransom vs Watson's Admrs., 134 S.E. 707, and in Straley vs Esser, 117 Va., 135; *these cases supporting the theory that a resulting trust arose in favor of Wm. Ward, Jr.*

Lee vs Elliott does not apply to the present case. Our contention is, that the payment of this money for this land was long in advance of the deed executed to William Ward, Jr. This was by no means a subsequent payment, as the evidence reveals.

Secondly: The Court, under the evidence, cannot enter a decree for the sale of the land in cases of this kind, when the rents and profits from the land will satisfy the judgment within five years. According to the plaintiff's evidence the land has an annual rental value of \$75.00, which in five years will bring \$375.00; according to the defendant's evidence, the land has an annual rental value of \$96.00, which in five years, will bring \$480.00. If we reconcile this conflict of evidence by averaging the rental income as testified to by the opposing sides, the rental value for five years will be \$427.50, more than enough to satisfy the judgment, and enough to preclude ^{clude} a sale of the property, as prayed for by the plaintiff.

Thirdly: The rights of purchasers for value without notice, as distinguished from judgment creditors, are very clearly set out in Lile's Notes on Equity jurisprudence, pages 50, 56 and 61.

Fourthly

~~Fifthly~~: The test of the question as to whether land shall be sold to satisfy a judgment, according to Code 6472, is not whether the rents and profits are sufficient to pay all judgments against the debtor, but whether they are sufficient to pay the particular judgment which gives rise to the suit, and we contend that the other liens of judgments have no place in determining whether this land shall be sold to satisfy the judgment of T.O. Williams vs William Ward, Sr.

Sixthly

~~Fifthly~~: The Commissioner lays stress on certain language used by William Ward, Jr., wherein he, on cross examination, attempts to explain why he allowed the land to remain in his father's name--"That he was a young man, and feared that he might get into a 'jam'". We think that this statement was immaterial. An examination of the whole evidence will disclose that at the time that William Ward, Jr., paid for this land he was a miner, and, therefore, the land necessarily ~~the land~~ had to remain in the name of a guardian, which in this instance, happened to be his father, as guardian by nature. Furthermore, it does not appear that William Ward, Jr. ever communicated his reasons to his father.

Frank L. Wilson,
Jr.

Virginia: In the Circuit Court of Hansemond County.

J. D. Williams

vs

William Ward, et al.

Exceptions to Commissioner's Report.

Filed Mar. 8, 1927

J. E. Smith
Clerk

T. O. Williams.....Plaintiff)
Vs.)
William Ward, Senior.....Defendant.)

REPORT OF COMMISSIONER

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

This cause was referred to the undersigned commissioner by a decree entered on the 10th day of January, 1927. Your commissioner gave notice to the parties that he would, on Tuesday, February 1st, 1927, at two (2:00) o'clock P. M., at the offices of Saunders and Hutton, Suffolk, Virginia, proceed to execute the said decree. Service of said notice was acknowledged by A. A. Bangel, counsel for T. O. Williams, and Frank Wilson, counsel for William Ward, Senior, as will appear by reference to said notice herewith returned. The hearing was had at the said time and place, at which time the depositions of William Ward, Junior, and others were taken. The said depositions are herewith returned.

The inquiries contained in said decree will be answered in their order.

(1) (a) The fee simple value of the real estate described in the suit is about \$1,500.00 and its annual value \$75.00.

(b) The said land is subject to the lien of the complainant's judgment.

MEMO: This land was conveyed to William Ward, Senior, by William J. Davenport and others for a consideration of \$130.00 by deed dated April 22, 1898, and recorded in Nansemond County Clerk's Office in Deed Book No. 40, page 468. At the same time a deed of trust was executed by Ward and wife to secure the grantors in the deed payment of the sum of \$100.00, representing a portion of the purchase price. This debt was paid "somewhere around fifteen years or ten years" ago by Ward's son, William Ward, Junior, and a deed of release dated September 27, 1915, was executed and recorded in the aforesaid Clerk's Office. William Ward, Junior, has lived on the property "around 12 to 14 years" and William Ward, Senior, has continued to reside there. The son testified that the father "promised me that after he couldn't pay for the place if I would take it up he would give me a deed for it" and also testified "the reason why it was in my father's name and we both got the same name and being a young man I was afraid I might get in a jam and lose everything, so I let it stay in my father's name and then when he got in this trouble with T. O. Williams I told

him I wanted him to give me my deed." It appears from the son's testimony that he has spent about \$2,000.00 in making improvements on the land. There is also some testimony to the effect that William Ward, Junior, has furnished money to William Ward, Senior, with which to pay taxes on the place. It appears from the record that William Ward, Senior, and wife conveyed this land to William Ward, Junior, by deed dated May 1st, 1926, which was after the institution of this suit.

It is contended by the defendants, through counsel, that Section 5192 of the Code providing that "Every contract not in writing, made in respect to real estate*****", shall be void, both at law and in equity, as to purchasers for value and without notice and creditors" has no application to this case on the theory of a resulting trust in favor of William Ward, Junior.

It has been held in *Straley v. Esser and others*, 117 Va., 135, that the provisions of 2463 (now 5192) of the Code have no application to resulting trusts arising from the payment of the purchase money by one party while the conveyance is to another.

In that case, however, the purchase money was paid by another at or before the conveyance of the land to the grantee. The court says on page 144: "But in this case before us, Esser never at any time was the beneficial owner of any interest whatever in the real estate which is now sought to be subjected to the lien of his judgment."

In *Lee v. Elliot & Co.*, 113 Va., on pages 620 and 621, it is said:

"A resulting trust must arise at the time of the execution of the conveyance. Payment in advance of the purchase money, before or at the time of the purchase, is indispensable. A subsequent payment will not, by relation, attach a trust to the original purchase, for the trust arises out of the circumstance that the moneys of the real, and not the nominal, purchaser formed at the time the consideration of that purchase, and became converted into land."

The doctrine of resulting trust, in the opinion of the Commissioner, has no application to this case.

(2) (a) The following are judgments duly docketed in the Clerk's Office of the Circuit Court of Nansemond County:

(1) Judgment in favor of J. W. Lawrence, administrator of E. T. Cross, against William Ward for \$26.18 with interest from September 8, 1888, and \$1.80 cost, docketed January 24th, 1891, bearing credit of \$3.86 as of February 15, 1898.

(No execution seems to have issued on this judgment since 1898, therefore, same is out of date).

(2) Judgment in favor of T. O. Williams against Matthew Ward and William Ward for \$257.43 with interest from December 9th, 1925, and \$6.25 cost, obtained January 1st, 1926, and docketed January 23rd, 1926.

(3) Judgment in favor of Morris Plan Bank against

William Ward and Rachel Ward for \$51.45 with interest from March 6th, 1926, and \$4.75 cost, obtained March 6th, 1926, and docketed March 9th, 1926.

(This judgment has been assigned to City Electric Company of Portsmouth and the amount now due on same is \$20.00)

(4) Judgment in favor of Morris Plan Bank against William Ward and Ophelia Ward for \$17.30 with interest from March 6th, 1926, and seventy-five (75) cents cost, obtained March 6th, 1926, and docketed March 9th, 1926.

The Commissioner is advised that this judgment is against William Ward, Junior, and that no part of same has been paid.

(b) The following are liens in the nature of taxes:

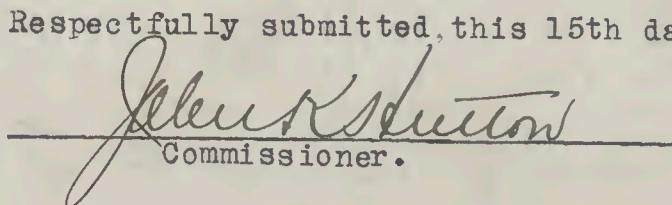
(1) The said property was sold to A. L. Harrell on June 2nd, 1905, for the sum of \$2.23 for taxes for the year 1903, as will appear on page 35 of the tax book showing lands purchased by others than the Commonwealth.

(2) Said land was sold to the Commonwealth for \$2.66 for taxes for the year 1911, as will appear from the tax book showing lands purchased by the Commonwealth.

(3) There are delinquent taxes for the year 1926 amounting to \$25.52.

THIRD: The rent and profits of said real estate for a period of five (5) years will not be sufficient to satisfy the liens thereon.

Respectfully submitted, this 15th day of February, 1927.


Commissioner.

Commissioner's fee: \$ 32 ⁵⁰

Stenographer's fee: \$ 2 ⁵⁰

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

T. O. Williams,.....Plaintiff

Vs.

William Ward, Senior.....Defendant.

(Extract from decree entered in above-styled cause on the 10th day of January, 1927):

"Upon consideration whereof, the court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this Court, who is directed to inquire into and report to the Court as follows:

1. The fee simple and annual value of the real estate described in this suit, and whether or not the same is subject to the lien of complainant's judgment?

2. All liens for taxes or otherwise on said real estate and their priorities.

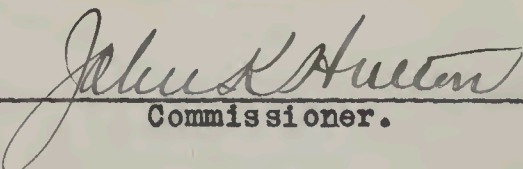
3. Whether the rents and profits of said real estate will be sufficient to satisfy the liens on the same in five (5) years.

4. Any matter not specifically stated deemed pertinent by the Commissioner or desired by any party to be stated.

Office of Commissioner,
Suffolk, Va., January 21st, 1927.

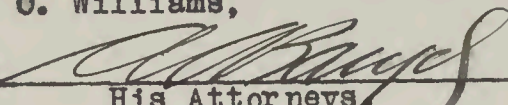
To T. O. Williams and
William Ward, Senior;-

You will please take notice that the undersigned Commissioner will on Tuesday, FEBRUARY 1st, 1927, at 2:00 o'clock, P. M., at the offices of Saunders & Hutton, Suffolk, Virginia, proceed to execute the foregoing decree. If the hearing is not commenced, or, if commenced, is not concluded, on said date, it will be adjourned and continued from time to time, at the same place, until completion.

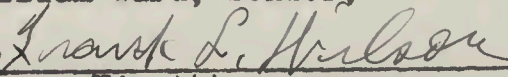

Commissioner.

Service of the within notice is hereby acknowledged:

T. O. Williams,

By 
His Attorneys,

William Ward, Senior,

By 
His Attorney.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

T. O. Williams,

Plaintiff.

v.

William Ward, Sr.,

Defendant.

DECREE.

This cause came on this day to be heard on the Bill of complainant, T. O. Williams, filed herein, and the answer of William Ward, Jr. heretofore filed in this cause, and upon the depositions of witnesses duly filed, and was argued by counsel.

Upon consideration whereof, the court ~~being of the opinion that the property described in the bill of complainant is the property of William Ward, Sr., the judgment debtor, doth so~~ decide.

doth
~~It is further adjudged, ordered and decreed~~ that this cause be referred to one of the Commissioners of this Court, who is directed to inquire into and report to the Court as follows:

1. The fee simple and annual value of the real estate described in this suit, *and whether or not the same is subject to the lien of complainant's judgment?*

2. All liens for taxes or otherwise on said real estate and their priorities.

3. Whether the rents and profits of said real estate will be sufficient to satisfy the liens on the same in five (5) years.

4. Any matter not specifically stated deemed pertinent by the Commissioner or desired by any party to be stated.

The Commissioner will return the testimony taken by him with his report.

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

T. O. WILLIAMS,

Plaintiff.

v.

WILLIAM WARD, SR.,

Defendant.

DECREE.

Enter July 10. 1927
J. D. McLaughlin

6 pg 57

A. A. BANGEL
ATTORNEY AT LAW
207 NEW KIRN BUILDING
PORTSMOUTH, VA.

To WILLIAM WARD:

Take notice that on the 22nd day of October, 1926, at the office of A. A. Bangel, 304-306 New Kirn Building, Portsmouth, Virginia, at three o'clock P. M., of that day, I shall proceed to take the depositions of T. O. Williams, and others, to be read as evidence in my behalf in a certain suit in equity, depending in the Circuit Court of Nansemond County, Virginia, wherein I am plaintiff, and you are defendant; and if from any cause the taking of the said depositions be not commenced, or, if commenced, be not concluded, on that day, the taking thereof will be adjourned from day to day, or from time to time, at the same place, and at the same hour, until the same shall be completed.

Given under my hand this 15th day of October, 1926:

T. O. WILLIAMS,

BY



Counsel.

William Ward Jr
Oct 18 1926

William Ward

Oct.

18th

26

Oct

26

18th

Ward, Jr.

William

William Ward

William Ward

E B Rawls

up.
This deed, made the twenty seventh
day of April in the year eighteen hun-
dred and ninety eight between William
J Davenport, attest here to Davenport &
Howard O Lente, all of the city and State
of New York, partners trading as and com-
prising the firm of W J Davenport of
said city of New York, parties of the first
part and William Ward, of the County
of Housemond, state of Virginia, party
of the second part. Witnesseth, that in
consideration of the sum of One hundred
and thirty dollars the said parties of the
first part do grant, with general warranty,
unto the said party of the second part, the
following property, to wit: All that piece of
land situate near Belleville, in the County
of Housemond, state of Virginia, on the south-
erly side of the road leading from Churchland
to Belleville, and bounded as follows: Begin-
ning at a point on the southerly side of said
road twenty (20) feet westerly from the north-
westerly corner of the lot owned by the trustees
of the public school, running thence S 36° 20' E.
parallel to and twenty (20) feet distant from the
western boundary of said school lot, and the
continuation thereof three hundred and ninety
two (392) feet; thence south 39° west eighty

two feet and six inches (82,6): Thence in a north-
westerly direction four hundred and ten (410)
feet to a point on the southerly side of said
road 134 feet from the beginning, and thence
in a northeasterly direction along said road
one hundred and thirty four (134) feet to the
place of beginning. Containing one acre
more or less.

411 2/3 yds.
13
The said grantors covenant that they
have the right to convey the said land to the
grantee: That the grantee shall have quiet
possession of said land free from all encum-
brances: That they, the said parties of the
first part, will execute such further assur-
ances of the said land as may be requisite:
that they have done no work to encumber
the said land

Witness the following signatures and seals-

John F. Otten

William Davenport (Seal)
Stephen Davenport (Seal)
Howard C. Lute (Seal)

~~County and City of New York, to wit:~~

I, John F. Otten a Notary Public
for the County aforesaid, in the State of
New York do certify that William J

Davenport, Stephen H. Davenport and
Howard O. Leite, partners composing the
firm of H. & S. Davenport of the city of New-
York, whose names are signed to the writing
above, bearing date the 27th day of April
1898, and known to me to be the individuals
described in and who executed the foregoing
instrument, have acknowledged the same
before me in my County aforesaid.

Given under my hand this
day of April 1898.

John F. Otter

State of New York, }
 County of New York, } ss.

I, WILLIAM SOHMER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, ~~DO HEREBY CERTIFY~~, That

has filed in the Clerk's Office of the County of New York, a certified copy of his appointment as Notary Public for the County of Kings with his autograph signature, and was at the time of taking the proof or acknowledgment of the annexed instrument, duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe the signature to the said certificate of proof or acknowledgment to be genuine.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of the said Court and County, the 24 day of April 189

Wm. Sohmer
 Clerk.

Notary Public Nye & Co
City & Co Nye

In the clerk's office of Nausemunt
County Court the 11th day of May 1898
This Deed was presented with
the certificate annexed and
admitted to record

Teste: B. R. Smith Clerk

Exhibit
"A"

This Deed made the 27th day of April in the year eighteen hundred and ninety eight between William Ward of the County of Nansemond of the of in the state of Virginia party of the first part and John S. Wright Jr. trustee of the county of Norfolk in said state of Virginia party of the second part. Witnesseth, That the party of the first part doth grant unto the said trustee the following property, to wit: All that piece of land situate near Belleville in the County of Nansemond state of Virginia on the southerly side of the road leading from Churchland to Belleville and bounded as follows. Beginning at a point on the southerly side of said road twenty (20) feet westerly from the north westerly corner of the lot owned by the trustees of the public School, running thence S. 36° 20' E. parallel to and twenty (20) feet distant from the western boundary of said school lot and the continuation thereof, three hundred and ninety two (392) feet, thence south 39° west eighty two feet and six inches (82.5) thence in a northwesterly direction four hundred and ten (410) feet to a point on the southerly side of said road 134 feet from the beginning and thence in northeasterly direction along said road one hundred and thirty four (134) feet to the place of beginning containing one acre more or less.

And being the same premises conveyed to the said party of the first part by W.J. & S.H. Davenport by deed of even date herewith.

In trust to secure to W.J. & S.H. Davenport of the City of New York the payment of a bond made by said William Ward of even date herewith in the sum of one hundred dollars payable on the first day of February in the year nineteen hundred with legal interest thereon from February 1st. 1898 payable semi-annually Privileged to pay off the same or fifty dollars thereof at any time on giving ten days prior notice Said bond is given for a portion of the purchase money of the above described land, and upon the further trust that the said grantor shall remain in quiet and peaceable possession of the above granted and described premises and take the profits thereof to h own use until default be made in the payment of the debt aforesaid in whole or in part or in default in the payment of the interest thereon and upon such default being made the said trustee shall so soon thereafter as he shall be requested by the said creditor herein secured or

h assignees so to do sell the above granted property at public auction at such time and place and upon such terms and conditions as he may deem expedient having first given notice of such time and place of sale for at least ten days by advertisements in one or more newspapers published in the County of Nansemond Virginia and out of the proceeds of such sale after paying all the expenses attending the execution of this trust including commissions on said proceeds of sale to the said trustee at the rate of five per cent shall pay to the said creditor secured or h assigns the debt aforesaid with interest thereon or so much thereof as may then remain unpaid and the balance if any to the said grantor or h assigns.

The said grantor covenant that he will during the continuance of this trust keep the buildings upon the aforesaid land insured against loss by fire in a sum not less than dollars and assign the policy of insurance to the said trustee as an additional security for the payment of the debt aforesaid and if h the said grantor fail to keep the said buildings insured as aforesaid the said trustee or the beneficiary hereunder may cause the same to be insured and the premium of such insurance shall be a charge upon the trust property aforesaid. The said grantor covenant that he will warrant generally the property hereby conveyed and will pay all taxes levies and assessments upon said property so long as h or h assigns shall hold the same and the said grantor hereby waive the benefit of h homestead exemption as to this obligation and agree that upon payment of this debt a release deed shall be executed at h expense.

Witness the following signatures and seals.

his
William x Ward (SEAL)
mark

her
Racheal A. x Ward (SEAL)
mark

State of Virginia,

County of Nansemond, to wit:

I, M.J. Kilby a Justice of the Peace for the county aforesaid in the state of Virginia do certify that William Ward and Racheal A. Ward his wife whose names are signed to the writing above bearing date on the 27th day of April in the year eighteen hundred and ninety eight have acknowledged the same before me in my County aforesaid.

Given under my hand this 4th day of May in the year 1898.

M.J. Kilby, J.P.

In the Clerk's Office of Nansemond County Court the 11th day of May 1898 This deed was presented and with the certificate annexed admitted to record.

Teste: R.R. Smith, Clerk.

A true copy made this the 17th. day of May, 1926.

Teste: G.E. Bunting, Clerk.

By, M.K. Gardner, D.C.

Exhibit "B"

Copy

William Ward
So (Deed of Trust)
John S. Wright
Lester.

Spelled "D."

Paid fee # 1.50

STATE OF VIRGINIA,

City of Portsmouth, To-Wit:

F. H. Day, being first duly sworn according to law,
deposes and says as follows:

That he is the proprietor of the City Electric Company
and that the judgments obtained by the Morris Plan Bank, of
Portsmouth, Virginia against William Ward and Ophelia Ward and
the same plaintiff against William Ward and Rachel Ward are his
property, he having paid to the Morris Plan Bank, of Portsmouth,
Virginia, the amounts due to it under said judgments by reason of
being an accommodation endorser on said papers; that the judgment
against William Ward and Rachel Ward has been reduced to Twenty-~~two~~
(\$20.00) Dollars; that the judgment against William Ward and
Ophelia Ward is unpaid, and no part thereof has been paid.

Have seen this
J. L. Wilson

F. H. Day Prop. of
City Electric Co.

Subscribed and sworn to before me this 11th day of
February, 1927.

My commission expires December 1, 1930.

S. D. Roberts
Notary Public.

The depositions of E. R. Pugh and others, taken on the 1st day of February, 1927, before John K. Hutton, a commissioner in chancery for the Circuit Court of Nansemond County, at the office of Saunders and Hutton, number 105 West Washington Street in the City of Suffolk, State of Virginia, to be read as evidence in a certain suit depending in the said court, under the general style of T. O. Williams vs. William Ward, Senior, and referred to the said commissioner for certain inquiries, accounts and report.

Present: Mr. A. A. Bangel, of Counsel for Plaintiff.

Frank Wilson, of Counsel for Defendant.

EXAMINED BY MR. BANGEL:

E. R. PUGH, a witness produced on behalf of the complainant, being first duly sworn, deposes and says:

Q.-1 State your name, age, residence and occupation.

A.-1 E. R. Pugh; 27; 1830 Queen Street, Portsmouth, Virginia; real estate salesman.

Q.-2 Are you familiar with the property described in the bill of complaint?

A.-2 Yes.

Q.-3 Have you gone there and examined it?

A.-3 I did.

Q.-4 Are you familiar with the surrounding property values?

A.-4 Yes, sir.

Q.-5 What would you say would be the fee simple value of the property described in the bill of complaint?

A.-5 \$1500.00.

Q.-6 What would you say would be the rental value of that property?

A.-6 \$1.50 per week.

Q.-7 What would you say would be the annual rental value of the property?

A.-7 About \$75.00.

CROSS EXAMINATION.

BY FRANK WILSON:

Q.-1. You say the annual rental value is \$75.00 per year?

A.-1 Well, I would say each house is worth \$1.50 per week.

And further this deponent saith not.

EXAMINED BY MR. BANGEL:

C. E. DUNNAVANT, a witness produced on behalf of the complainant in this cause, being first duly sworn, deposes and says:

Q.-1 State your name, age, residence and occupation.

A.-1 C. E. DUNNEVANT, 818 Dinwiddie Street, Portsmouth, Virginia; 52; building contractor.

Q.-2 You heard the questions propounded to Mr. Pugh. Are your answers the same as his?

A.-2 Yes, sir.

And further this deponent saith not.

EXAMINED BY FRANK WILSON:

Q.-1 What is your name, please?

A.-1 My name is William Ward.

Q.-2 Now, your father is named William Ward too, is he not?

A.-2 Yes, sir.

Q.-3 So you are really William Ward, Jr.?

A.-3 Yes, sir.

(I offer in evidence a deed dated April 27th, 1898, conveying the property described in the bill of complaint, from William J. Davenport and others to William Ward, which deed was admitted to record in the Clerk's Office of Nansemond County, marked "EXHIBIT A". The consideration is \$130.00).

(I offer in evidence copy of a deed dated April 27th, 1898, from William Ward to John S. Wright, Jr., Trustee, securing a debt made by William Ward of even date to W. J. and S. H. Davenport, which debt is payable on the first day of February, 1900. The deed of trust describes the same property and is given to secure the purchase price of the said property. This is marked EXHIBIT B).

Q.-4 Now, William, that is the property which you have now got, is it not?

A.-4 Yes, sir.

Q.-5 How much of that debt did you pay?

A.-5 I paid the whole amount of \$149.00. The interest he had run on the place was \$49.00 that my father failed to pay and I suggested to him that if he could not pay it I would pay it.

OBJECTION: BY MR. BANFEL: I object to any statement made by the father to the son as being hearsay.

Q.-6 Why did you pay this debt?

A.-6 After he said he could not pay for it this Mr. John S. Wright, Jr., he notified my father he was going to sell the piece of property and I was working for Mr. Bob Clayborne and I asked him to buy this property in for me and I would work it out, and at that time I was working on the farm for him and he goes down to John S. Wright and pays him \$50.00 and has the balance of the remaining money charged to his credit until it is paid.

OBJECTION: BY MR. BANFEL: I want to object and move to strike out that part of his answer which pertains to a conversation between he and his father, and between his father and Wright and Wright and the witness.

Q.-7 Was there or was there not an agreement between you and your father that if you paid for this land he would give you a deed for it?

A.-7 Yes, sir. He promised me that after he couldn't pay for the place if I would take it up he would give me a deed for it.

Q.-8 That is what he promised you?

A.-8 Yes, sir.

Q.-9 And that was the cause of your paying for it, was it not?

A.-9 Yes, sir.

Q.-10 How long ago has that been, about?

A.-10 Somewhere around fifteen years or ten years.

Q.-11 Have you made any improvements on that property?

A.-11 Yes, sir.

Q.-12 About how much money have you spent in improving it since you have had it?

A.-12 Near as I can get to that, about \$2,000.00 with all the fixtures.

Q.-13 What do you think that property would rent for?

A.-13 It would cost at least about \$8.00 per month.

And further this deponent saith not.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSE-
MOND COUNTY:

T. O. Williams, Plaintiff,

Vs.

William Ward, Senior,
Defendant.

[illegible]

REPORT OF COMMISSIONER IN
CHANCERY.

SAUNDERS & HUTTON
Attorneys at Law
Suffolk, Va.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

T. O. Williams,

Plaintiff.

vs.

William Ward, Sr.,

Defendant.

IN CHANCERY.

Depositions of J.J.S. Branch, W. R. Deans, S. A. Hotch, Robert Claiborne, William Ward, Sr., Rachel Ward, William Ward, Jr., taken before me, Annie Williams, a Notary Public in and for the City of Portsmouth, State of Virginia, at the office of A. A. Bangel, 306 New Kirn Building, Portsmouth, Virginia, on the 22nd day of October, 1926, at 3:00 P. M., pursuant to notice attached hereto, to be read as evidence on behalf of the complainant in the above entitled cause, now pending in the Circuit Court of Nansemond County.

PRESENT:

A. A. BANGEL, Esq.,
Atty. for Complainant.

FRANK WILSON,
Atty. for Defendant.

~~Defendant~~ in Person.

J. J. S. BRANCH, Being first duly sworn, testified
as follows:

Examined by Mr. Bangel:

Q Do you know William Ward, Sr.?

A Yes, Sir.

Q Do you know William Ward, Jr.?

A Yes, sir.

Q How long have you known them?

A I hardly know. Ever since I have been an officer of the county.

Q How many years is that?

A 27.

Q Do you know where they live?

A Yes.

Q Where do they live?

A In Nansemond County.

Q Are you tax collector of Nansemond County?

A Yes. - No I am not. I am the delinquent tax collector, they are turned over to me the latter part of June or the first of July to collect the taxes left over from the year before.

Q Did you ever have occasion to collect delinquent taxes from William Ward?

A Yes, for a good many years.

Q Who was that tax collection made from William Ward, Jr., or Sr.?

A From William Ward, Sr. He said he would see Dick and get

the boys together, and he paid me in partial payments.

Q That property then was assessed as and was recognized by you as being the property of William Ward, Sr.?

A Yes, the papers show that and the tax ticket will show the same thing.

Q Did you ever talk to William Ward, Sr. about the property?

A Yes.

Q Did he tell you whose it was - the property?

A After this judgment was gotten I went to him and - I think a lot of Bill Ward and all his boys - and I said Bill why don't you see these people and make arrangements, if you don't they're going to sell your land, and I also talked to the boys and told them the same thing, and they have never done anything that I know of.

Q Then the boy, when you spoke to him, you told him the property of his father would be sold to satisfy this judgment unless they made some arrangements about it?

A I said - the property, it seems that old man Bill Ward lives here in the center, one of the boys on this side and the other over here, on the same piece of land. I said you're going to lose your homes, you better make some arrangements about this judgment. I got the judgment and according to instructions put it on record in Nansemond County, that's all.

CROSS EXAMINATION.

By Frank Wilson.

Q Mr. Branch, how long has it been since you had to collect any delinquent taxes from the Wards?

A I think they paid the last of it along in September.

Q This year?

A 1926.

Q Who made you the payment then?

A I think Dick paid it.

Q Dick is William Ward, Jr?

A Yes. I saw his father and he said he would see the boys and we will fix it up all right.

Q Then so far as you could see William Ward, Jr. was really the man who put up the money for the taxes?

A I don't know who put it up. His father did say - I looked to his father for it.

Q But when you approached his father he said he would see William Ward, Jr?

A He said, Mr. Branch - Mr. Reed was down there in the spring and later in the summer and asked old man Bill for his taxes and he said No, and Mr. Reed reported to me and said you got right good many friends in Huntersville, said old man Bill Ward said he had the money byt Mr. Branch been collecting my taxes and I'm goint to wait until he comes. I never looked to anyone else. The only thing I collected was personal property tax out of the others.

Q Did I understand that you only collect personal property taxes?

A I said out of them, Dick and the boys.

Q What's the amount of this tax account?

A I cant tell you. I have this tax account for old Man Bill Ward for his land and personal property, I couldn't tell you the amount, the whole thing is somewheres around \$29.00, for William Ward, Sr.

JUSTICE W. R. DEANS, Being first duly sworn testified as follows:

By Mr. Bangel:

Q You are Justice of the Peace of Nansemond County?

A Yes.

Q State if you will whether you ever had conversation with William Ward, Sr. about the ownership of real estate located in Nansemond County and, if so what that conversation was?

A I haven't had any conversation about the ownership of the place with him. I gave judgment to the Credit Men's Association for T. O. Williams against him and I talked to him about it to see, after I have given judgment, if he could try to keep from selling the place. Buddy Ward has a house in one corner and Dick in the other and the old place in the back where Bill now lives. I have talked to Buddy more than Bill, I saw him more, he was working for me and I told him I would do all I can to help them keep from losing the property. I said your house will go, yours and Dick's both, and talked to him along that line. Pretty near the whole family has worked for me and I hate to see those boys and the old man lose the place and that's just my conversation with them. Buddy said one time some years back that I think then the boys got together and paid off one debt on the place themselves.

Q And that was whose debt?

A I don't know. He said they did pay off the debt and at the time Mr. Kilby said it would be all right in Bill's name just like it stood, that there wasn't any need to have it changed. I think

both of them have built houses since that was paid. The boys paid it off. I don't know whose debt it was.

Q They stated to you that Mr. Kilby told them it was all right to let the property remain in their father's name?

A Yes.

CROSS EXAMINATION.

By Frank Wilson:

Q Justice, you are well acquainted with the witness over there?

A Yes, I know all of them.

Q Well what, Justice, is their reputation for truth and veracity, is it good or bad?

A That's kind of hard to say. I never knew them to say anything wrong. They never told me an untruth.

Q Would you believe them under oath?

A Yes, I think I would.

S. A. HOTCH, being first duly sworn, testified as follows:

By Mr. Bangel:

Q Mr. Hotch, you are a member of the Credit Men's Association, of Portsmouth?

A Yes.

Q Are you handling a claim for T. O. Williams against William Ward?

A Yes.

Q Did you ever engage in conversation with him relative this claim?

A I talked to William Ward, Jr. after I got judgment and I suggested that he make arrangements for a settlement and get his father to give us a deed of trust on the property and he never denied the property belonged to his father and said he would try and get it.

Q He said he would try to get his father to execute it?

A Yes, and Mr. Kramer tried to negotiate the loan.

CROSS EXAMINATION.

By Frank Wilson:

Q Did you ask him at the time who was the owner of this property?

A We were talking about his father -

Q Did you ask him who was the owner?

A No. I asked him about making a settlement and giving us a deed of trust and he said he would try to get the old man to do it.

Q Did he say he would try to get the old man to do it?

A He said he would try to get the old man to give us a deed of trust.

Q Well, now, why did he say he would try to get the old man to give you a deed of trust, why didn't he give you a deed of trust himself?

A He had no deed of trust to give me and I couldn't talk to the old man, I had been there about a half dozen times and couldn't find him, so I was talking to him.

ROBERT CLAIBORNE, Being first duly sworn, testified as follows:

By Frank Wilson:

Q What is your name?

A Robert Claiborne?

Q Where do you live now?

A In Huntersville, Nansemond County.

Q How old are you now?

A I am about 56.

Q What kind of business have you followed all your life?

A Farmer, running a farm.

Q Where is that?

A Nansemond County.

Q Is that anywhere near that property we are now talking about?

A About a mile of it I reckon.

Q Well, have you ever had any dealings with this property?

A Yes, I bought it for them - I bought it for Dick.

Q Who is Dick?

A Dick Ward.

Q He is the son of William Ward?

A Yes.

Q When did you buy the property for him?

A Dick was working there for me and he come down there to me and told me his father had lost his farm and he wanted me to buy it for him. I go to Mr. Wright and give him a check for \$50.00 and told him to let Dick have it and to put it to my account and I bought it for him that way.

Q Did Dick pay you for buying that property?

A Yes, sir, he did.

- Q Why didn't he get a deed for it?
- A Didn't understand his business I suppose.
- Q How long has that been, as near as you can come?
- A I don't know exactly, I think about 16 or 17 years.
- Q Where has he been living ever since then?
- A Right there.
- Q Who has been exercising the right of ownership there?
- A He bought it and he owned it.
- Q Then your testimony is that he told you that property was to be sold by Mr. Wright and you bought it for William at his request, who paid you the money for it?
- A Yes.
- Q And he paid you in labor?
- A Yes, sir.

CROSS EXAMINATION.

By Mr. Bangel:

- Q You say you bought that property from Mr. Wright about sixteen or seventeen years ago?
- A Something like that.
- Q Where is Streeter Wright now living?
- A Churchland, Virginia, he runs a barrel factory there.
- Q What was the consideration for that property - how much did you pay for it?
- A I think \$190.00, something like that.
- Q Was it bought under contract, or how was it bought?
- A No, I just went to see Mr. Wright and he told me the property

was going to be sold and said he was going to buy it himself ~~if~~ and I give him a check for ₱50.00 and told him I wanted the property, he was going to sell it, and I bought it and he just put the rest of to my account.

Q This is the same farm, isn't it?

A Yes, Sir, the same place.

Q This property was originally bought by Bill Ward?

A Yes, Sir.

Q And he is William Ward, Sr.?

A Yes, Sir.

Q That property then had a deed of trust on it to Streeter Wright securing about ₱190.00?

A Yes, Sir, I paid what it was, the boys was afraid that the property would be sold.

Q It was going to be sold and he understood to get you to pay for it?

A I paid \$50.00 cash and the balance was to be paid later.

Q And you paid the balance of that money ?

A Yes, Sir.

Q And young Ward paid you the money that you paid to him?

A Yes, Sir.

Q And the deed of trust was, therefore, satisfied?

A Yes, Sir.

Q How long had William Ward, Sr. owned that piece of property?

A I think about eleven years, or longer than that.

Q He was living on there at that time?

A Yes, sir, the time I bought it his father was living right there.

Q William Ward, Sr. was living on this piece of property, the same piece of property and had been living there how many years before the boy came there to you?

A I don't know, he wasn't grown when he come there to work for me.

WILLIAM WARD, SR., Being first duly sworn, testified as follows:

By Frank Wilson:

Q What is your name?

A William Ward.

Q How old are you?

A I was born in Fifty-five.

Q Are you the father of William Ward, Jr?

A Yes, Sir.

Q Have you ever had any dealings whatever with Mr. T. O. Williams?

A I don't know him when I see him.

Q At the time he was suing one William Ward, you didn't go to the trial, did you?

MR. BANGEL: I object to that - it being a matter of record which cannot be attacked.

Q Did you appear at the trial of William Ward before Justice Deans?

A Yes, Sir.

Q Did you go to that trial?

A Yes, Sir.

Q You went there?

A Yes, Sir.

Q This property that they are now suing to have sold, does that property belong to you?

A To my son.

MR. BANGEL: I object to the witness testifying as to the ownership of the property because it is a matter of record. I ask for the best evidence, the production of the deed.

Q Do you own that property?

A No, Sir.

Q How long has your son been living on that property?

A About nineteen years, I reckon.

Q Did you at one time attempt to buy this property?

A Yes, Sir, I certainly did.

Q Why didn't you complete your deal?

A I couldn't make the money to pay for it.

Q And what happened.

A Sold it and he took it up.

Q Was there any understanding between you and him?

A I told him I would give him a deed for it.

Q Did you give him the deed?

A No, Sir, I neglected it and never give him a deed for it.

Q What is the present condition of your health?

MR. BANGEL: Objected to as being immaterial and irrelevant.

Q Are you in good health or not?

A Right bad, I'm getting old and sick.

MR. BANGEL: All of which questions and answers are objected to as being immaterial and irrelevant.

Q Who pays the taxes on this property?

A He pays it. He simply gives it to me to hand to Branch.

Q I want to ask you if you would tell a falsehood to save that property?

A No, that I wouldn't. I wouldn't tell it for nothing in the world. I belong to God and I'm trying to serve Him. I'm a Christian man.

MR. BANGEL: Questing and answer both objected to as being irrelevant and immaterial.

RACHEL WARD, Being first duly sworn, testified as follows:

By Mr. Bangel:

Q What is your name?

A Rachel Ward.

Q What kin are you to these two Wards?

A That's my son and that's my husband. (pointing to them).

Q Do you live on that property in question?

A Yes, sir, lived right there ever since my son was grown.

Q Now, I want you to tell what you know about the ownership of this property?

A It belongs to my son, Willie.

Q Why does it belong to him?

A His Papa got so he couldn't pay for it and he give it up and

my son took it up, I reckon its been about 17 or 18 years ago.

Q Who has been managing it and taking care of it and paying the taxes on it since then?

A He pays the taxes, he gives the money to his Papa to pay Mr. Branch. He was working with Mr. Claiborne when he bought it and he's been living right there ever since.

CROZZ EXAMINATION.

BY Mr. Bangel:

Q How long have you been living on the same piece of property?

A About, I reckon about 18 or 20 years. When he was a boy we carried him there and when he was a young man he worked for Mr. Claiborne and from then he married and lived to himself.

Q Are you still living on the same piece of property?

A Yes, sir.

Q Does your son live on this property too?

A Yes, Sir, never made no change, he is the head one over it all.

WILLIAM WARD, JR., Being first duly sworn, testified as follows:

By Frank Wilson:

Q What is your name?

A My name is Willie Ward. William Ward, I changed it myself to Willie,

Q Where do you live?

A I live in Huntersville, Nansemond County.

Q How long have you been living there?

A My father and mother carried me there and then I went to work for Mr. Claiborne and he said I would have to stay on his place to look out for the team and I had to leave home and stay on his farm.

Q This property now in question, whom does it belong to?

A It belongs to me.

Q Tell how it came to be your property?

A My father, he started to buy the piece of property and he got to the place where he couldn't pay for it and Mr. Hood wrote him to leave and I told him to give it to me and I would pay for it and he said all right and I went to see Mr. Claiborne and he said, well, Dick, I ain't got no money but I will see Mr. Wright and try to fix it up for you and he saw Mr. Wright and paid him \$50.00 and had the balance charged to him and Mr. Claiborne come back and told me he had everything fixed up.

MR. BANGEL: I object to the conversation between Willie Ward and Claiborne.

Q Did you pay Claiborne for this property?

A Yes, Sir, I worked on his farm and paid him back.

Q How much did you pay him?

A The bill was \$149.00.

Q And you paid him that?

A Yes.

Q Was there any understanding that you were paying him for this property in question?

A Yes, Sir.

Q How long have you been on this property?

A About - around 12 or 14 years, a little bit longer than that, I've been married around 13 or 14 years.

Q Who pays the taxes on this property.

A I been paying them myself.

Q Out of your own pocket?

A Yes, sir.

Q You heard Mr. Hotch say that he approached you about raising money to pay this judgment off in order to save this property and that you spoke as if the property belonged to your father, is that so or not?

A No, Sir, I never said that. I told him I would try to get the money.

Q You didn't say anything indicating whom the property belonged to?

A No, sir.

Q Has this property ever been released from the deed of trust?

A Yes, Sir.

FRANK WILSON: I want to introduce the released deed.

NOTE: RELEASED DEED IS MARKED "EXHIBIT A".

Q You know what this is, don't you?

A Yes, Sir, that's the release deed for the deed in the Clerk's Office.

Q The release deed for this property?

A Yes, sir.

Q Whose money paid for that release deed?

A Myself, I worked for that money.

Q William, why didn't you ever get a deed to this property?

A The reason why, it was in my father's name and we both got the same name and being a young man I was afraid I might get in a jam and lose everything, so I let it stay in my father's name and then when he got in this trouble with T. O. Williams I told him I wanted him to give me my deed.

Q Did you ever have any talk with Justice Kilby about this property?

MR. BANGEL: I object to that as being purely hearsay and inadmissible.

A The talk I had with Mr. Kilby, I was telling him about this property and ^{Mr. Deans} / asked Mr. Kilby, the Justice, who that property belonged to and Mr. Kilby said it belonged to that boy working in the yard and I went and got the deed and showed it to him and he -

Q Did you have any talk with Justice Kilby about a deed to your property, what did he say?

MR. BANGEL - I object to that as being hearsay and inadmissible.

A He said since this property - my name was William Ward and my father's name was William Ward, the deed stood all right.

MR. BANGEL: I move the answers to the last two questions be stricken out.

Q How long has Justice Kilby been dead now?

A He's been dead now around four or five months, something like that.

Q I ask you again and I want you to think, he's been dead longer than that?

A He died sometime during the summer.

CROSS EXAMINATION.

Mr. Bangel:

Q Your father bought this property in 1898, didn't he?

A No, Sir, he didn't buy it, I bought it.

Q You paid what was owing to John S. Wright?

A Yes, Sir.

ROBERT CLAIBORNE, Recalled, testified as follows:

BY Frank Wilson:

Q Claiborne, how long has Justice Kilby been dead?

A He died in February, I was there looking after his property for him?

Q February of this year?

A Yes.

Signatures waived by consent of counsel.

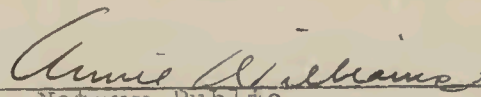
STATE OF VIRGINIA,

City of Portsmouth, To-Wit:

I, Annie Williams, a Notary Public, in and for the City aforesaid, in the State of Virginia, do certify that the foregoing depositions of J.J.S. Branch, W. R. Deans, S. A. Hotch, Robert Claiborne, William Ward, Sr., Rachel Ward, and William Ward, Jr., were duly taken and sworn to before me at the time and place and for the purpose in the caption mentioned.

Given under my hand this 13th day of November, 1926.

My commission expires February 5, 1930.



Notary Public.

TO: Annie Williams, Stenographer,
306 New Kirn Building,
Portsmouth, Va.

\$8.50

THIS DEED, made this twenty-seventh day of September, 1915, between John S. Wright, Trustee, party of the first part, William Ward, party of the second part, and W.J. & S.H. Davenport, a partnership doing business in the City of New York, party of the third part -

Witnesseth: That whereas, on the twenty-seventh day of April, 1898, the said party of the second part executed to the said party of the first part a deed of trust on that certain tract of land in Sleepy Hole Magisterial District of Nansemond County, Virginia, known as the Powell Farm, to secure to the said W.J. & S.H. Davenport payment of a bond dated April twenty-seventh 1898, for the sum of one hundred dollars, which said deed of trust is duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in D.B. 41, page 502; and:

Whereas, the said indebtedness has been fully paid and the said party of the second part having requested a release of the said deed of trust, now therefore, this deed:

Witnesseth, that in consideration of the premises and one dollar, and at the request and with the consent of the said party of the third part, testified to by its becoming a party to this deed, and signing and sealing the same, the said party of the first part does grant and release, with special warranty, unto the said party of the second part all of the said land which was conveyed by the deed of trust above mentioned.

Witness the following signatures and seals:

John S. Wright

Trustee

W.J. & S.H. Davenport
By *Howard O. Leete*

State of New York,

County of New York, to-wit:

I, Ward W. Smith, a Notary Public in and for the State and County aforesaid, in the State of New York, do certify that the firm name of W. J. & S. H. Davenport and the name of Howard O. Lente, signed to the foregoing writing bearing date the twenty-seventh day of September 1915, were duly signed and acknowledged before me, in my said capacity, by Howard O. Lente, who is known to me to be a member of the said firm. My commission expires the 30th day of March, 1917. Given under my hand and official seal this twenty-seventh day of September, 1915.

Ward W. Smith

NOTARY PUBLIC, N. Y. CO. AS
REGISTER N. Y. CO. 768

State of Virginia,

City of ~~Norfolk~~, to-wit:

I, *Jas F. Redd*, a Notary Public for the city aforesaid, in the State of Virginia, whose commission expires the *27 day of*
Feb 1918 do certify that John S. Wright Jr., Trustee, whose name is signed to the writing above, bearing date the twenty-seventh day of September, 1915, has acknowledged the same before me, in my city aforesaid. Given under my hand this *4 day of*
October 1915

Jas F. Redd
Notary Public

Virginia.

In the Clerk's Office of the Circuit Court of Nansemond County the *4th* day of *March* 192*6*

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

Teste:

S. E. Bunting, Clerk
By *M. K. Gardner*, D. C.

105

John S. Wright
Sol Deed of ~~Wright~~
William Ward and

Admitted to record
this 4th day of
March 1926
See Deed Book
No ~~110~~ Page 285
85

"Exhibit A"

Paid
 Sep .10
 Fee 150
 Transfer 1.60
 2.60

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

T. O. WILLIAMS,
Plaintiff.
v.

WILLIAM WARD, Sr.,
Defendant.

DEPOSITIONS.

VIRGINIA:

IN THE CIRCUIT COURT OF HANSEMOND COUNTY.

T. O. Williams,

Complainant.

v.

William Ward,

Defendant.

IN CHANCERY.

DECREE CONFIRMING SPECIAL COMMISSIONER'S
FINAL REPORT.

This cause came on this day to be again heard upon the papers formerly read and upon the report of A. A. Bangel, Special Commissioner, filed on this date, in which report said Special Commissioner made the following payments, as required by said decree and as set out in his last mentioned report, with the vouchers therefor filed with said report:

T. O. Williams, principal, interest and costs	\$292.68
Clerk of this Court, costs-	25.90
John H. Hutton, Commissioner in Chancery	25.00
Evelyn V. Palmer, stenographer	2.50
Woodward & Elam, Surety Bond	10.00
A. A. Bangel, Special Commissioner's fee	22.05
Annie Williams, for Depositions	8.50
E. R. Pugh, Appraiser	2.50
E. C. Dumnavant, Appraiser	2.50
Suffolk News, Advertisement	27.50

Total - - \$419.13

Upon consideration whereof the Court doth confirm
said report, and nothing further remaining to be done in this
cause it is ordered that the same be removed from the docket
of this court.

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

T. O. WILLIAMS,

Plaintiff.

V.

(IN CHANCERY)

WILLIAM WARD,

Defendant.

Final

DECREE CONFIRMING SPECIAL
COMMISSIONER'S FINAL
REPORT.

1927. Nov. 25. Intro
James L. McLean

Chancery Order Book
No. 6 Page 117

A. A. BANGEL
ATTORNEY AT LAW
NEW KIRN BUILDING
PORTSMOUTH, VA.

VIRGINIA: In the Circuit Court of Nansemond County.

T.O. Williams, Plaintiff,

vs In Chancery

William Ward, Defendant.

The amended plea of William Ward to a bill exhibited against him in the Circuit Court of Nansemond County, said plea being filed by leave of Court first obtained.

So much of the plea of the defendant, heretofore filed in this cause, as ^{denies} ~~denise~~ that T.O. Williams recovered a judgment against the defendant, is hereby withdrawn, as the said statement was inadvertently made thru the misunderstanding of counsel; but, nevertheless, the defendant insists and says that the property sought to be subject to the satisfaction of the said judgment is not liable for the said judgment, because this defendant is a mere trustees for William Ward, Jr., who is the beneficial owner of the said property.

Frank L. Wilson
Counsel

William Ward

Recd

Adm'd

Atty for T.O. Williams

Amended Plea of
William Harold

Copy to Mr. Bazel

VIRGINIA: In the Circuit Court of Nansemond County.

T.O. Williams, Plaintiff,

vs In Chancery

William Ward, Defendant.

The plea of William Ward to a bill of complaint exhibited against him in the Circuit court of Nansemond county by T.O. Williams.

The said defendant by protestation, not confessing or acknowledging all or any of the matters and things in the said bill of complaint contained to be true in manner and form as the same are therein set forth, for plea, nevertheless, to said bill, doth plead and aver: That T.O. Williams, the plaintiff in the said bill, has never recovered a judgment against the defendant, as alleged in the said bill, and therefore the property described in the said bill, which is the property of the defendant, is not liable for the satisfaction of the judgment aforesaid.

Wherefore the said defendant prays judgment, whether he shall be compelled to make any other or further answer to the said bill, and prays to be hence dismissed with his reasonable costs and charges in this behalf sustained.

Frank R. Wilson

By Counsel

P.D.

VIRGINIA: In the Circuit
Court of Nansemond County.

T.O. Williams, Plaintiff,
vs In Chancery
William Ward, Defendant

Plea of Defendant

Filed July 27, 1874

*H. B. Austin
Clerk.*

15-

VIRGINIA: In the Circuit Court of Nansemond County

T.O. Williams, Plaintiff,

vs In Chancery

William Ward et al., Defendants.

The plea of William Ward, Jr., to a bill of complaint exhibited against William Ward, by T.O. Williams, leave of Court having been first obtained by William Ward, Jr. to intervene in the suit.

This defendant by protestation, not confessing or acknowledging all or any of the matters and things in the said bill against William Ward to be true in the manner and form as the same are therein set forth, for plea, nevertheless, to said bill, doth plead and aver that the property which T.O. Williams seeks to subject to the lien of his judgment against William Ward is not liable for the satisfaction of the said judgment in whole or in part for the following reasons: The said William Ward, Jr., at the time that the ~~suit~~ ^{suit} ~~was~~ [^] ~~was~~ [^] filed was and is the beneficial owner of the land sought to be subjected; that more than ten years before the filing of the said suit, the said William Ward, Jr. redeemed the said land for himself, permitting his father, William Ward to live on same, and under the understanding from his said father that he would give him, William Ward, Jr., a deed for the property; that this was never done, but the said William Ward has lived in open, notorious and exclusive possession of the said land for at least the last ten years.

Wherefore the said William Ward, Jr., prays judgment whether he shall make any other other or further answer to the said bill, and prays to be dismissed hence with his reasonable costs.

William Ward, Jr.

Deen
Counsel

Frank L. Wilson,

Counsel

Virginia; In the
Circuit Court of
Hansmond Co

J. D. Holliman

vs

William Ward

Pled of

William Ward, Jr.

T.O.WILLIAMS

vs

WILLIAM WARD

BILL.

TO THE HONORABLE CIRCUIT COURT OF NANSEMOND
COUNTY.

Your complainant T.O.Williams, respectfully represents:

(First) That on the 21st day of January, 1925, he re-
covered before W.R.Deans, a justice of the peace for the said
County of Nansemond, a judgment against William Ward of the said
County, for the sum of \$257.43, with interest thereon from the
9th day of December, 1925, until paid, and \$6.25 costs, and the said
judgment was duly docketed in the Clerk's Office of said Court
on the 23rd day of January, 1926.

(Second) That a writ of fieri facias was issued upon
said judgment on the 21st day of January, 1926, directed to J.J.
Branch, Constable of said County to be executed, and was on the
3rd day of May, 1926, returned by the said Constable with the
following returned endorsed thereon, to-wit: No effects

(Third) That the said William ^{Ward} is seised and possessed
in fee-simple of a certain tract of land, lying and being in the
said County of Nansemond and described as follows:

All that certain piece of land situated near Bellville
in the County of Nansemond, State of Virginia, on the the southerly
side of the road leading from Churchland to Bellville and bounded
as follows: Beginning at a point on the Southerly side of said
road twenty (20) feet Westerly from the North Westerly corner of
the lot owned by the trustee's of the public school running
thence S 36 20 E parallel to and twenty (20) feet distant from
the Western boundry of said school lot and the continuation
thereof 392 feet, thence South 390 West 82'6" thence in a norther-
ly direction 410 feet to a point of the southerly side of said

of said road I34 from the beginning and thence in a
^{northerly} Northerly direction along said road I34 feet to the place of
beginning containing one acre more or less.

(Fourth) That the rents and profits of the said real estate
will not satisfy the said judgment in five years:

(Fifth) In consideration whereof, and forasmuch as your
complainant is remediless in the premises, save in a court of
equity, your complainant prays that the said William Ward may be
made a party defendant to this bill, and required, but not on oath,
to answer the same, the oath being hereby waived; that all proper
orders and decrees may be made, inquires directed, and accounts
taken; that, if it shall appear that the rents and profits of the
said real estate will not satisfy the said judgment in five years,
that the said real estate, or so much thereof as may be necessary,
be sold to satisfy the said judgment; that, if the rents and
profits of said real estate will satisfy the said judgment in
five years, the said land may be rented out, and the rents and
profits therefrom be applied to said judgment until the same is
fully satisfied; that your complainant may have such other and
further general relief in the premises as the nature of this case
may require, or to equity shall seem meet.

J. O. Sullivan
complainant.

Leo P. Davis
attorney.

IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

T.O. WILLIAMS
WILLIAMS WARD

BILL

Filed

May 17, 1834

G. E. Vinton, Clerk