

1931-002
Nansemond Co (Suffolk)

Chancery Causes: A.D. Jordan et al vs J.E. Jordan et al

Williams, Jones, Piedmont-Mt Airy Guano Co], Brinkley, Darden, Taylor, Harrell

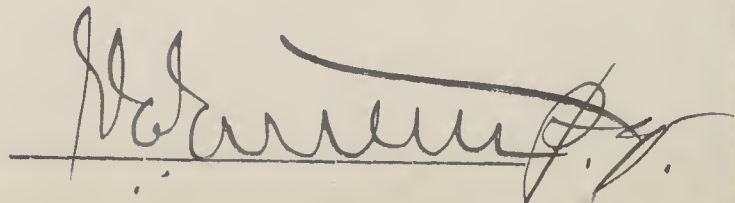
TO THE HONORABLE GEORGE E. BUNTING, CLERK OF THE
CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

A. D. Jordan, Rhoda A. Williams and
Martha G. Jones.....Complainants

vs. IN CHANCERY

J. E. Jordan, Elliott Driver Jordan, an
infant under the age of twenty-one years,
and Piedmont-Mt. Airy Guano Company.....Defendants

Please issue summons to First Monday (First
Rules) in July, 1924.

A handwritten signature in dark ink, appearing to read 'George E. Bunting', is written over a horizontal line. The signature is stylized with a large initial 'G' and a long, sweeping underline.

Virginia: In the Clerk's Office of the Circuit Court of the County
of Hamden

W. H. Jordan et al

Plaintiff ,

AGAINST

J. E. Jordan et al

Defendant ,

I, H. B. Embury

Clerk of the said Court, do certify that
the bond required of the Special Commissioner by the decree rendered in said cause on the
3rd day of August, 1927, has been duly given.

Given under my hand as Clerk of the said Court, this 4th day
of August, 1927.

H. B. Embury, Clerk

MR. S. E. Caerest Atty.
TO G. E. BUNTING, CLERK CIRCUIT COURT
OF NANSEMOND COUNTY
SUFFOLK. VA.

1924 July 26th

Copy of deed -
J. E. Jordan to M. D. Jordan \$1.50

Paid

192

Clerk

A. D. Jordan et als

vs.

J. E. Jordan et als

\$1868.58

Received of S. E. Everett, Special Commissioner
in the above-styled case, the sum of \$ 1868.58
for my share in the above suit

Martha E. Jones.

A. D. Jordan et als

vs.

J. E. Jordan et als

\$1868.57

Received of S. E. Everett, Special Commissioner
in the above-styled case, the sum of \$ 1868.57

for my share in the above suit

Arthur D. Jordan

A. D. Jordan et als

vs.

J. E. Jordan et als

\$1868.58

Received of S. E. Everett, Special Commissioner
in the above-styled case, the sum of \$ 1868.58
for my share in the above suit

Rhoda A. Williams

A. D. Jordan et als vs. J. E. Jordan et als

\$ 48.00

Received of S. E. Everett, Special Commissioner
in the above styled case, the sum of \$ 48.00

FOR premium on bonds

UNION INDEMNITY COMPANY

By 



NATIONAL BANK OF SUFFOLK

68 124
5

SUFFOLK, VA.

July 30, 1930

No. _____

PAY TO THE
ORDER OF

S. E. Everett, Attorney for Union Indemnity Company \$48.00

FORTY-EIGHT

DOLLARS

FOR

A. D. Jordan et als

VS.

J. E. Jordan et als, Circuit Court of Nansemond County, Virginia

EVERETT HADLEY CO. RICHMOND

McMullen

City for
Native American
Unity Co

McMullen



NATIONAL BANK OF SUFFOLK

68 124
5

SUFFOLK, VA. July 28, 1930 No.

JUL 1930

PAY TO THE
ORDER OF

Crumpler & Crumpler

\$100.00

ONE HUNDRED-----00/100-----DOLLARS

FOR A. D. Jordan et als

VS

EVERETT WADDEY CO. RICHMOND VA

J. E. Jordan et als, Circuit Court of Nansemond County, Virginia

[Handwritten signature]

-Campbell and Campbell-
William W. Campbell, Jr.

A. D. Jordan et als vs. J. E. Jordan et als

\$29.70 + \$8.00 Stamp

Received of S. E. Everett, Special Commissioner

in the above styled case, the sum of \$ 37.70
thirty seven + 70 37.70

FOR

Cost & Stamp

L. E. Bunting

U1

\$48.00

Received of S. E. Everett, Special Commissioner in
the case of A. D. Jordan et als vs. J. E. Jordan et als, the
following premiums on bond:

Renewal.....August 4th, 1926.....\$24.00

" August 4th, 1927,..... 24.00

Total..... \$48.00

UNION INDEMNITY COMPANY

BY

L. Woodward

(2)

\$48.00

Received of S. E. Everett, Special Commissioner in the
case of A. D. Jordan et als vs. J. E. Jordan et als, the following
premiums on bond:

	August 4th, 1924.....	\$24.00
Renewal,	" " 1925.....	<u>\$24.00</u>
	Total.....	\$48.00

UNION INDEMNITY COMPANY

By

J. E. Jordan

(2)

A. D. Jordan et als vs. J. E. Jordan et als

\$ 35.⁰⁰

Received of S. E. Everett, Special Commissioner
in the above styled case, the sum of \$ 35.⁰⁰

FOR report made therein as Commissioner in
Chancery

Bradford Tieby

3

A. D. Jordan et als vs. J. E. Jordan et als

\$ 169⁰⁰

Received of S. E. Everett, Special Commissioner
in the above styled case, the sum of \$ 169⁰⁰

FOR Commission of Special Commissioner

By consent only S. E. Everett acted as Comm.

S. E. Everett

Check attached shows that Wm. M. Crompton received his half
of Commissions and writing deed.

4

68-124



NATIONAL BANK OF SUFFOLK

SUFFOLK, VA. Aug. 13, 1924. No. _____

Wm. M. Crampler, Atty. \$ 89. ⁵⁰/_{xx}

Eighty-nine & ⁵⁰/₁₀₀ DOLLARS

FOR _____

H. B. Brown Treas Com
Jordan & Co & Jordan & Co

Pay William M. Crumpler, Attorney,
Suffolk, Va. or Order
WILLIAM M. CRUMPLER

PAY TO THE ORDER OF
AMERICAN BANK OF SUFFOLK, INC.
353 SUFFOLK, VA. 253
W. M. CRUMPLER, ATT'Y

\$ 1169
845.0
5.
895.0

PAY TO THE ORDER OF
MY BANK, CASHIER OR TRUST CO.
All Free Endorsements Guaranteed
AUG 26 1924
AMERICAN BANK & TRUST CO.
SUFFOLK, VA.
88-1259 E. JONES, Cashier

A. D. Jordan et als vs. J. E. Jordan et als

\$ 10⁰⁰

Received of S. E. Everett, Special Commissioner
in the above styled case, the sum of \$ 10⁰⁰

FOR Writing Deed

666

S. E. Everett

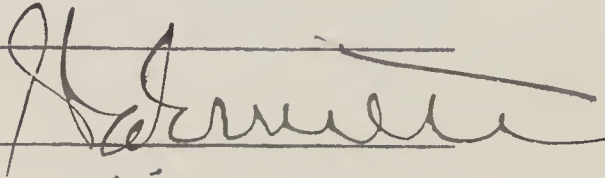
(5.)

A.D. Jordan et als vs. J. E. Jordan et als

\$ 250⁰⁰

Received of S. E. Everett, Special Commissioner
in the above styled case, the sum of \$ 250⁰⁰

FOR Fee allowed by Court



56

Jordan

vs - Chauncy

Jordan

PAUL J. POWELL
CLERK OF CIRCUIT COURT OF
NANSEMOND COUNTY
SUFFOLK, VA.

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. D. Jordan, et als, Complainants,	)	
v.	)	Petition.
J. E. Jordan, et als, Defendants.	)	

To the Honorable James L. McLeMore, Judge:

Your undersigned petitioner respectfully comes and states to the Court that since the last decree entered in this cause which was in fact entered on the 13th of January, 1931, he, your petitioner, has become twenty-one years of age, in fact, reached that age on the 22 day of April, 1931; as of the 20th of May, 1931, the balance remaining to the credit of this cause and belonging to your undersigned petitioner is, principal and interest, the sum of \$1129.91 ; and that by reason of having reached his majority your petitioner is entitled to have said sum of money paid to him.

As proof of the fact that your petitioner was twenty-one years of age on the date above setforth your petitioner hereto attaches his oath and also hereto attaches, marked exhibit "A", the oath or affidavit of his father, James E. Jordan. That your petitioner therefore prays that an order be entered by this Court directing the National Bank of Suffolk, the depository where the money herein setforth is on deposit, to pay the said amount of money to him, both principal and interest.

Respectfully submitted,

Elliott Driver Jordan

Virginia,
City of Suffolk, to-wit:

I, Elliott Driver Jordan, upon my oath do state and say that I was twenty-one years of age on the 22nd day of April, 1931.

Elliott Driver Jordan

Subscribed and sworn to by the above named Elliott
Driver Jordan before me, the undersigned notary public, within
my city of Suffolk, Virginia.

John Melvin Lovelock
Notary Public.

I, S. E. Everett, Counsel for the complainants in the
above styled cause, do certify to the Court that there is nothing
further remaining to be done herein and do therefore respectfully
recommend that the cause be dismissed from the docket.

S. E. Everett

Ex. A.

Virginia
City of Suffolk, Va.

I James E. Jordan, father of Elliott Driver
Jordan, upon my oath do state and say
that Elliott Driver Jordan, my son, was 21
years (twenty-one yrs) of age on the 8th
day of April 1931.

J. E. Jordan

Subscribed and sworn to by the above
named Elliott Driver Jordan and by James E.
Jordan before me, the undersigned Notary Public,
within my city of Suffolk, Virginia.

John Melvin Lovelock
Notary Public.

VIRGINIA,
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

A. D. Jordan, et als,
Complainants,

v.

J. E. Jordan, et als,
Defendants.

- 0 -

Petition.

1931 May 21. filed
J. H. M.

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. D. Jordan, et als, Complainants,	)	
v.	)	DECREE.
J. E. Jordan, et al, Defendants.	)	

This cause came on again to be heard upon the papers formerly read and on the further petition of Elliott Driver Jordan, asking that he be allowed to draw a check upon the fund in this cause for an additional sum of \$40.00 to cover text books and incidentals. On consideration whereof, it appearing to the Court from the said petition filed of even date herewith, that the said Elliott Driver Jordan should be provided with said additional \$40.00, it is therefore ordered that the National Bank of Suffolk honor a check of the said Elliott Driver Jordan, payable to himself for such additional amount, and as provided by those two previous decrees entered, respectively, on September 15, 1930, and on October 31, 1930, the following checks and no others, in the absence of a further decree herein, shall be honored by the said National Bank of Suffolk, during the remainder of this school session, namely:

1st. On or after January 15, 1931, a check drawn by Elliott Driver Jordan for the sum of \$100.00, payable to Atlantic University.

2nd. A check for \$50.00 on the first day of each month, payable to himself, beginning on February 1st, 1931, and continuing to and including June 1st, 1931.

It being the purpose of this decree in the foregoing summary or schedule of checks to supersede all previous decrees herein as to further checks or withdrawals for the current school session, the said National Bank of Suffolk is ordered to follow

this decree and to disregard the provisions of all previous decrees as to further undrawn checks.

And nothing further remaining to be done at this time it is ordered that this cause be continued.

VIRGINIA,
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

A. D. Jordan, et als,
Complainants,

v.

J. E. Jordan, et al,
Defendants.

- 0 -

Decree. *Jan'y 13. 1931.*

Enterd J. J. W. Moore

*Chancery Order Book
No. 6 Page 376*

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. D. Jordan, et als, Complainants,	)	
v.	)	Petition.
J. E. Jordan, et al, Defendants.	)	

To the Honorable James L. McLemore, Judge:

Your undersigned petitioner respectively comes and states to the Court that pursuant to that certain decree of your Honor in this cause, entered on the 31st of October, 1930, he is, in accordance with the terms of the said decree, drawing the stated monthly amount therein provided; that the said decree of October 31, 1930, was entered pursuant to a petition of the undersigned filed of even date therewith, in which petition it is stated that the check of \$100.00 directed to be drawn to the Atlantic University by a previous decree in this cause, entered on September 30, 1930, had been drawn, which was erroneously so stated in said petition, the \$100.00 actually paid to the Atlantic University for the first half session's tuition having been included in the check for \$246.00 provided for in said decree of September 15, 1930, and by which the undersigned was directed to draw a check for that sum (\$246.00), payable to himself so that the \$100.00 check directed by the said decree of September 15, 1930, to be drawn "on the 15th of January, 1931, payable to the Atlantic University", has not been drawn but is now due to be drawn. But your petitioner now comes to the Court and says that in addition to the \$50.00 per month provided for in the decree of this Court, dated October 31, 1930, it will be further necessary for him to have \$40.00 to cover text books and incidentals for the remainder of the session and he therefore prays that a decree be entered authorizing the depository, the National Bank of Suffolk, to honor the check of the undersigned for the further sum of \$40.00, payable to the

VIRGINIA,
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

A. D. Jordan, et als,
Complainants,

v.

J. E. Jordan, et al,
Defendants.

- 0 -

Petition.

undersigned, for the purchase of such books and such incidentals.

Respectfully submitted,

Eliza Driver Jordan.

VIRGINIA,
IN THE CIRCUIT COURT OF
HANSMOND COUNTY.

A. D. Jordan, et als,
Complainants,

v.

J. E. Jordan, et al,
Defendants.

- 0 -

Petition.

1931. Jan'y 13. filed.
J. E. Jordan

VIRGINIA,

IN THE CIRCUIT COURT OF HANSENWOOD COUNTY.

A. D. Jordan, et als, Complainants,	)	
	)	
v.	)	Decree.
	)	
J. E. Jordan, et al, Defendants,	)	

This cause came on again on this day to be heard on the papers formerly read and on the petition of Elliott Driver Jordan, ^{asking that} ~~to the end of having~~ the checks of \$45.00 per month, provided for in a previous decree of this Court, dated the 15th day of September, 1930, and duly entered in the Clerk's Office of this Court in Chancery Order Book 6, page 346, increased beginning on the first day of November, 1930.

On consideration whereof it appearing to the Court from the said petition aforesaid that of the nine checks in the foregoing decree, which the said Elliott Driver Jordan was directed, (beginning $\Leftarrow$ the first day of October, 1930), to draw payable to himself, only one has been drawn by him, namely, covering the first of October, 1930, it is ordered that the eight remaining checks in said foregoing decree provided for, beginning on the first day of November, 1930, be increased and that the National Bank of Suffolk, where the fund in this cause is deposited, beginning on the first day of November, 1930, and continuing thereafter on the first day of each month until eight further checks have been drawn, honor the respective checks of the said Elliott Driver Jordan, payable to himself for the sum of \$50.00 each.

And nothing further remaining to be done at this time, it is ordered that this cause be continued.

Virginia,
In the Circuit Court of
Harrison County.

C. D. Jordan et al.,
v. Decree
J. E. Jordan, et al.

Enter Octo. 31. 1930
J. L. W. Lumsden

Chancery Order Book
No. 6 Page 359

VIRGINIA,

IN THE CIRCUIT COURT OF HANSEMOND COUNTY.

A. D. Jordan, et als, Complainants,	)	
v.	)	Petition.
J. E. Jordan, et al, Defendants.	)	

To the Honorable James L. McLemore, Judge:

Your undersigned petitioner respectfully comes and states to the Court that pursuant to that certain decree of your Honor in this cause, entered on the 15th day of September, 1930, in Chancery Order Book 6, page 346, he has drawn, payable to himself, the check of \$246.00, and the check of \$100.00 directed therein to be drawn, payable to the Atlantic University; and that of the nine further checks in said decree of \$45.00 each, payable to himself, he has drawn but one thereof. And your petitioner now comes and to the Court ~~and~~ says that in order to meet his further obligations he has satisfied himself that it will be necessary that the eight further monthly payments to himself be increased from \$45.00 each, on the first day of each month, to \$50.00 each, on the first day of each month, and he respectfully prays that an order be entered authorizing him to draw \$50.00 per month, beginning on the first day of November, 1930, covering eight checks for that amount instead of eight checks for \$45.00 per month.

Respectfully submitted,

Elliott Dime Jordan

Virginia,
In the Circuit Court of
Harrison County,

C. D. Jordan, et al
V. } Petition of Ecclesiastical
} Jordan.

J. E. Jordan, et al -

1930 Octo. 21. filed
J. H.

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. D. Jordan, et als, Complainants,

v.

DECREE.

J. E. Jordan, et al, Defendants.

This cause came on again this day to be heard on the papers formerly read and on the motion of Elliott Driver Jordan, through his attorney, to the end of obtaining the following enumerated amounts for the purpose of the said Elliott Driver Jordan attending college during the ensuing session, and was argued by counsel. On consideration whereof it is ordered that this cause be reinstated upon the docket of this Court and that the clerk of this Court do surrender to the National Bank of Suffolk the certificate of deposit filed in this cause for ONE THOUSAND - EIGHT HUNDRED - SIXTY-SEVEN and 99/100 (\$1867.99) DOLLARS, that the National Bank of Suffolk cancel the same and place the said fund, with accrued interest, on interest bearing deposit to the credit of this cause, and that the said bank thence honor the check of Elliott Driver Jordan, payable to himself, for \$246.00 cash, that they further honor his check on the 15th day of January, 1931, payable to the Atlantic University, for the sum of \$100.00, constituting the second half of his tuition for the ensuing session, and that they honor nine further checks of the said Elliott Driver Jordan, beginning on the 1st of October, 1930, and continuing thereafter on the first day of each month, respectively, for the sum of \$45.00, each payable to himself.

And nothing further remaining to be done at this time it is ordered that this cause be continued.

VIRGINIA,
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

A. D. Jordan, et als,

v.

J. E. Jordan, et al.

- 0 -

Decree.

1930 Sept 15. Enter
J. L. McQuinn

Clausing Order Book
No. 6 Page 346

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. D. Jordan et als.....Complainants

vs. DECREE

J. E. Jordan et als.....Defendants

 This cause came on again this day to be heard on the papers formerly read and on the report of S. E. Everett, Special Commissioner, this day filed, to which report there is no exception, and was argued by counsel.

 On consideration whereof, it appearing from said report and vouchers filed therewith, that S. E. Everett, said Special Commissioner, has made a full distribution of the funds coming into his hands and that in accordance with a decree entered in this cause on the 28th day of July, 1930, the said Special Commissioner withdrew from the papers in this cause a certificate of the National Bank of Suffolk, Suffolk, Virginia, for \$1868.58 and surrendered it to the said National Bank of Suffolk and the said National Bank of Suffolk honored the checks of S. E. Everett, Special Commissioner, authorized to be given by the said decree entered the 28th day of July, 1930, one check to Crumpler and Crumpler, Attorneys, for \$100.00, one check for \$48.00 due for premiums on bonds for the Special Commissioner and thereupon issued a new interest bearing certificate payable to the order of the Court in this cause for the sum of \$1867.99 and the said new certificate having been filed with the said report, it is ordered that the said report be confirmed and it appearing from the papers in this cause and from the report of the said Special Commissioner that the funds represented by this certificate belong to Elliott Driver Jordan, an infant over the age of eighteen years, the said National Bank of Suffolk is directed to pay the interest annually to the said Elliott Driver Jordan without further

order of the Court and there remaining nothing further to
be done in this cause it is ordered that the same be stricken
from the docket, with leave to be reinstated on the
docket for such further proceedings as may be
necessary upon the arrival of the said infant at his majority.

A. D. Jordan et als.....
Complainants

vs. DECREE

J. E. Jordan et als.....
Defendants

Enter the 31st day of July 1930.

Jas. J. McInane

Entered in Chancery Order Book,
No 6, page 340.

A. D. Jordan et als.....Complainants

vs. REPORT

J. E. Jordan et als.....Defendants

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

Your Special Commissioner, S. E. Everett, in the
Above styled case, respectfully submits unto your Honor a
full report as follows:

From sale of farm to Roy Jones, on
delivery of Deed \$8000.00

Paid costs as follows:

Geo. E. Bunting, Clerk Circuit Court.	\$ 29.70	
Bond, 1924-1925, Union Indemnity Co.	24.00	
Bradford Kilby, Commissioner in Chancery	35.00	
S. E. Everett, Special Commissioner	169.00	
S. E. Everett, Attorney for writing deed	10.00	
Stamp on Deed	8.00	
S. E. Everett, Attorney	250.00	
Total Cost	525.70	525.70

Balance in hands of Commissioner \$7474.30

Paid the adult heirs as follows:

Martha G. Jones	\$1868.58	
Arthur D. Jordan	1868.57	
Rhoda A. Williams	1868.58	
	\$5605.73	\$5605.73

Balance on hand belonging to Elliott
Driver Jordan, infant, deposited in
the National Bank of Suffolk and an
interest bearing certificate issued by
said Bank payable to the Court in this
cause \$1868.57

Accumulated interest to July 30, 1930 147.47

To the credit of the Court in this cause \$2015.99

In accordance with a decree entered the 28th day of July, 1930, your Commissioner surrendered certificate for \$1868.57 to the National Bank of Suffolk and said Bank issued a new interest bearing certificate payable to the order of the Court in this cause and herewith filed for

\$1867.99

Said Bank paid the following checks of your Special Commissioner as directed by said decree entered July, 28, 1930:

Check payable to Crumpler and Crumpler, (voucher filed)

100.00

Check payable to S. E. Everett, Attorney for the Union Indemnity Company, (voucher filed)

48.00

Balanced

\$2015.99

\$2015.99

Your Special Commissioner asked that this report be confirmed and that the said Bank be directed to pay the interest on said certificate to the said Elliott Driver Jordan, an infant of eighteen years, annually without further order of the Court and that this cause be stricken from docket.

Respectfully submitted:



Special Commissioner

July

A. D. Jordan et als
Complainants
vs. REPORT
J. E. Jordan et als.....
Defendants

Filed the 31st day of July -
1930.
J. L. M.

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. D. Jordan et als

vs. DECREE

J. E. Jordan et als

This cause came on again this day to be heard, upon the petition of the Peidmont-Mt. Airy Guano Company filed herein, on the 3rd of September, 1929, and upon the respective briefs of counsel filed herein, on consideration whereof it appearing to the Court that J. E. Jordan is entitled to no part of the fund now to the credit of this court in this cause which is represented by an interest bearing certificate of the National Bank of Suffolk, Suffolk, Virginia, for the sum of \$1868.58 payable to the order of the Court in this cause, it is accordingly decreed that the prayer of the said petition be and the same is hereby denied.

And it further appearing to the Court that suitable allowance should be made from the foregoing fund as compensation to Crumpler & Crumpler, counsel for Elliott Driver Jordan, infant, it is further ordered that S. E. Everett, Special Commissioner, withdraw from said cause the interest bearing certificate for \$1868.58 of the National Bank of Suffolk and surrender same to the said Bank with a certified copy of this decree, and the said Commissioner is directed further to deliver a check to Crumpler & Crumpler for \$100.00 for their services rendered Elliott Driver Jordan, infant in this cause, and also pay by check the premium due on the bond of Special Commissioner amounting to \$48.00, and the said Bank is directed to honor said checks of said Special Commissioner for the said \$100.00 and the \$48.00 and then issue a new interest bearing certificate for the remainder of the \$1868.58 including the interest to date made payable to the order

of the Court in this cause, and it is further ordered that the said S. E. Everett, Special Commissioner, make a report to this Court filing with said report the interest bearing certificate of said Bank and vouchers for \$100.00 and \$48.00 above referred to and make a full report of his transactions in this cause.

A. D. Jordan et als

vs. DECREE

J. E. Jordan

Enter the 28th day of July, 1930.

Jas. L. McNamee

Entered in Chancery Order Book
No. 6, page 338.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. D. Jordan, et als.)

v.)

J. E. Jordan, et als.)

DECREE.

This day came the Piedmont-Mt. Airy Guano Company, by counsel, and prayed leave to file its petition in this cause, and the said petition is this day filed, and it appearing to the Court that S. E. Everett, Special Commissioner in this cause, on the 4th day of August, 1924, received the sum of \$1,868.57 which he was directed by decree of this Court to deposit in one of the banks of the City of Suffolk, to be held for the further order of the Court, that J. E. Jordan, one of the defendants in this cause, owns a life interest in the said sum of \$1,868.57, subject to be divested by his re-marriage, that Elliott Driver Jordan, an infant, one of the defendants in this cause, owns the remainder in the said sum in fee simple, and that Piedmont-Mt. Airy Guano Company, a corporation, claims a lien upon the interest on the said sum of \$1,868.57 at four per centum per annum from August 4, 1924, by virtue of a judgment against the said J. E. Jordan for the sum of \$2,037.44, with interest thereon from December 30, 1921, until paid, and court costs, docketed in the Clerk's Office of this Court in Judgment Docket No. 4, at page 185, and a writ of fieri facias issued thereon on the 15th day of August, 1929, returnable to the said Court on the first Monday in November, 1929, delivered in the hands of the Sheriff of Nansemond County, Virginia, on the 19th day of August, 1929, and a notice of

the lien by reason of the said writ of fieri facias served upon S. E. Everett, Special Commissioner in this cause, on the 20th day of August, 1929; IT IS HEREBY ORDERED that the said S. E. Everett, Special Commissioner, J. E. Jordan, and Elliott Driver Jordan appear before this Court on the 14th day of September, 1929, and show cause, if any they can, why the said S. E. Everett, Special Commissioner, should not pay unto Piedmont-Mt. Airy Guano Company a sum of money representing the interest on the said \$1,868.57 at four per centum per annum from August 4, 1924.

IT IS FURTHER ORDERED that a copy of this order be served upon the said S. E. Everett, Special Commissioner, J. E. Jordan, and William M. Crumpler, guardian ad litem for Elliott Driver Jordan, an infant.

VIRGINIA:
IN THE CIRCUIT COURT
OF NANSEMOND COUNTY.

A. D. Jordan, et als.

v. ..

J. E. Jordan, et als.

DECREE

Enter Sept 3. 1929.
J. L. W. Knorr

Chancery Order Bk.
No. 6 Page 270

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. D. Jordan, et als.	)	
	)	
v.	)	PETITION OF PIEDMONT-MT. AIRY
	)	GUANO COMPANY.
J. E. Jordan, et als.	)	

Your petitioner, Piedmont-Mt. Airy Guano Company,
a corporation, represents:

1. That, as appears from the report of Bradford Kilby, Commissioner in Chancery filed in this cause the 12th day of July, 1924, it obtained a judgment in the Circuit Court of Nansemond County, Virginia, on the 8th day of January, 1923, against J. E. Jordan, one of the defendants in this cause, for the sum of Two Thousand, Thirty-seven Dollars and Forty-four Cents (\$2,037.44), with interest thereon from December 30, 1921, until paid, and court costs, which said judgment was docketed in the said Clerk's Office on January 25, 1923, in Judgment Docket No. 4, at page 185; that a writ of fieri facias was duly issued on the said judgment on the 25th day of January, 1923, and returned marked "No effects"; that a writ of fieri facias was issued on the said judgment on the 15th day of August, 1929, returnable to the said Court on the first Monday in November, 1929, and was delivered in the hands of the Sheriff of Nansemond County, Virginia, on the 19th day of August, 1929; that a notice of the lien by virtue of the said writ of fieri facias dated the 15th day of August, 1929, was served upon S. E. Everett, Special Commissioner in this cause, on the 20th day of August, 1929, as will appear by the said notice of lien,

with the return of the Sergeant of the City of Suffolk, Virginia, filed herewith and marked "Exhibit A".

2. That the said report of Bradford Kilby, the Commissioner in Chancery of this Court to whom this matter was referred, filed July 12, 1924, shows that a one-fourth undivided interest in the land mentioned and described in the bill in this cause was owned by J. E. Jordan and Elliott Driver Jordan, the said J. E. Jordan owning a life interest in the said land, or the proceeds derived from the sale thereof, which life interest is subject to be divested by the re-marriage of the said J. E. Jordan, and the said Elliott Driver Jordan owning the remainder in the said one-fourth undivided interest in the said land or the said proceeds in fee simple.

3. That by a decree entered in this cause on the 2nd day of August, 1924, it was adjudged, ordered and decreed that the land mentioned and described in the bill be sold and conveyed to Martha G. Jones for the sum of Eight Thousand Dollars (\$8,000.00), and the said S. E. Everett, Special Commissioner, was directed by the said decree to deposit the share of J. E. Jordan and Elliott Driver Jordan in the proceeds of the sale of the said land in one of the banks of the City of Suffolk, to be held for the further order of the Court; and that the share of J. E. Jordan and Elliott Driver Jordan in the proceeds of the said sale amounted to One Thousand, Eight Hundred, Sixty-eight Dollars and Fifty-seven Cents (\$1,868.57).

4. That the said sum of \$1,868.57 should have been deposited at interest in one of the banks of the City of Suffolk, Virginia, on the 4th day of August, 1924, when the \$8,000.00 was received by S. E. Everett, Special Commissioner,

that your petitioner has a lien on the income from the said sum of \$1,868.57 since August 4th, 1924, by virtue of the judgment, writ of fieri facias, and notice of lien, as set forth above.

Wherefore your petitioner prays that the said S. E. Everett, Special Commissioner, be ordered to pay unto it a sum of money representing interest on \$1,868.57 at four per centum per annum from August 4, 1924.

PIEDMONT-MT. AIRY GUANO COMPANY,

By James H. Corbitt
Counsel

James H. Corbitt p.q.

To S. E. Everett, Special Commissioner in the matter
of A. D. Jordan, et als. v. J. E. Jordan, et als.:

YOU ARE HEREBY NOTIFIED, That Piedmont-Mt. Airy Guano Company, a corporation, obtained a judgment in the Circuit Court of Nansemond County, Virginia, on the 8th day of January, 1923, against J. E. Jordan for the sum of Two Thousand, Thirty-seven Dollars and Forty-four Cents (\$2,037.44), with interest thereon from December 30, 1921, until paid, and court costs; that the said judgment was docketed in the said Clerk's Office on January 25, 1923; that a writ of fieri facias was issued on the said judgment on the 25th day of January, 1923, and returned marked "No effects"; that a writ of fieri facias was issued on the said judgment on the 15th day of August, 1929, returnable to the said Court on the first Monday in November, 1929, and was delivered in the hands of the Sheriff of Nansemond County, Virginia, on the 19th day of August, 1929;

That such a writ of fieri facias is a lien from the time it was delivered into the hands of the said officer to be executed upon all the personal estate of or to which the said J. E. Jordan is now, or may hereafter and before the return day of said writ (the said first Monday in November, 1929), become possessed or entitled;

That all persons who are now, or may hereafter become, indebted to the said J. E. Jordan in any way whatsoever, or who have, or shall hereafter have, in their possession or under their control any personal estate to which the said J. E. Jordan is now, or may hereafter become, entitled, are hereby given notice of said writ of fieri facias and of the fact that under the laws of the State of Virginia in such cases made and provided they will be affected by

such notice and held personally responsible accordingly for any payments or deliveries of personal estate made by them or their agents to the said J. E. Jordan, or to any person for him, after receipt of this notice.

Dated this 19th day of August, 1929.

PIEDMONT-MT. AIRY GUANO COMPANY,

By James H. Corbitt
Attorney.

Exhibit "A"

Exhibit ~~100~~ 100-20-1949
By ~~attaching~~ ^{attaching} a true copy
of the ~~original~~ ^{original} ~~document~~ ^{document}
Special Commission
in the ~~case of~~ ^{case of} ~~the~~ ^{the} ~~State of~~ ^{State of} ~~Virginia~~ ^{Virginia}
E. M. Hurst.
Sergeant
Bureau of Investigation

VIRGINIA:
IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

A. D. JORDAN, ET ALS.

V.

J. E. JORDAN, ET ALS.

PETITION OF
PIEDMONT-MT. AIRY GUANO
COMPANY.

1929 Sept 3. Filed
J.H.C.

LAW OFFICES OF
JAMES H. CORBITT
SUFFOLK, VIRGINIA

A. D. Jordan et alsComplainants
vs.

J. E. Jordan et alDefendants

W. H. BRINKLEY,

being duly sworn, deposes as follows:

Q. Give your name, age, residence, and occupation _____

A. W. H. Brinkley, Driver, Virginia, merchant.

Q. Can the real estate in the bill mentioned be conveniently divided
in kind among the parties entitled to share therein?

A. I think it could be if they desired to have it so done but I understand that they do not wish it divided in that way. The heirs are of the opinion that it would injure the value of the property.

Q. If it cannot be divided, do you know whether any party will take the entire property and pay therefore to the other parties such sums of money as their interest therein will entitle them to?

A. I do not know but have heard possible that Martha G. Jones will take the property.

Q. Do you think that if no heir would take the property that their interest would be promoted by a sale of the property or by the allotment of a part and a sale of the residue?

A. I think that if they cannot agree upon a division that it would be to the interest of all to sell it as a whole. Each heir will realize more for his part.

Q. What is the fee simple and annual value of said land?

A. It would rent around \$ 300⁰⁰ and its fee simple value is from \$ 7000 to \$ 8000.

Q. Are all of the parties interested before the Court?

A. Yes.

Further this deponent saith not.

W. H. Brinkley

A. D. Jordan et al Complainants
vs.

J. E. Jordan et al Defendants

A. G. DARDEN,

being duly sworn, deposes as follows:

Q. Give your name, age, residence, and occupation _____

A. A. G. Darden, Driver, Virginia, Farmer, _____

Q. Can the real estate in the bill mentioned be conveniently divided
in kind among the parties entitled to share therein?

A. I think it could be if they desired to have it so done but I under-
stand that they do not wish it divided in that way. The heirs are
of the opinion that it would injure the value of the property.

Q. If it cannot be divided, do you know whether any party will take
the entire property and pay therefore to the other parties such
sums of money as their interest therein will entitle them to?

A. I do not know but have heard possible that Martha G. Jones will
take the property.

Q. Do you think that if no heir would take the property that their
interest would be promoted by a sale of the property or by the
allotment of a part and a sale of the residue?

A. I think that if they cannot agree upon a division that it would
be to the interest of all to sell it as a whole. Each heir will
realize more for his part.

Q. What is the fee simple and annual value of said land?

A. It would rent around \$ 300⁰⁰/₁₀₀ and its fee simple value is
from \$ 7000⁰⁰/₁₀₀ to \$ 8000⁰⁰/₁₀₀.

Q. Are all of the parties interested before the Court?

A. Yes.

Further this deponent saith not.

A. G. Darden

A. D. Jordan et alsComplainants
vs.

J. E. Jordan et alDefendants

E. Jordan Taylor,

being duly sworn, deposes as follows:

Q. Give your name, age, residence, and occupation _____

A. E. Jordan Taylor, Driver, Virginia, Farmer

Q. Can the real estate in the bill mentioned be conveniently divided
in kind among the parties entitled to share therein?

A. I think it could be if they desired to have it so done but I understand that they do not wish it divided in that way. The heirs are of the opinion that it would injure the value of the property.

Q. If it cannot be divided, do you know whether any party will take the entire property and pay therefore to the other parties such sums of money as their interest therein will entitle them to?

A. I do not know but have heard possible that Martha G. Jones will take the property.

Q. Do you think that if no heir would take the property that their interest would be promoted by a sale of the property or by the allotment of a part and a sale of the residue?

A. I think that if they cannot agree upon a division that it would be to the interest of all to sell it as a whole. Each heir will realize more for his part.

Q. What is the fee simple and annual value of said land?

A. It would rent around \$ 375⁰⁰ and its fee simple value is from \$ 6000⁰⁰ to \$ 7500⁰⁰.

Q. Are all of the parties interested before the Court?

A. Yes.

Further this deponent saith not.

E. Jordan Taylor

A. D. Jordan et alsComplainants
vs.

J. E. Jordan et alDefendants

H. P. HARRELL,

being duly sworn, deposes as follows:

Q. Give your name, age, residence, and occupation _____

A. H. P. Harrell, Driver, Virginia, Farmer

Q. Can the real estate in the bill mentioned be conveniently divided
in kind among the parties entitled to share therein?

A. I think it could be if they desired to have it so done but I under-
stand that they do not wish it divided in that way. The heirs are
of the opinion that it would injure the value of the property.

Q. If it cannot be divided, do you know whether any party will take
the entire property and pay therefore to the other parties such
sums of money as their interest therein will entitle them to?

A. I do not know but have heard possible that Martha G. Jones will
take the property.

Q. Do you think that if no heir would take the property that their
interest would be promoted by a sale of the property or by the
allotment of a part and a sale of the residue?

A. I think that if they cannot agree upon a division that it would
be to the interest of all to sell it as a whole. Each heir will
realize more for his part.

Q. What is the fee simple and annual value of said land?

A. It would rent around \$ 350⁰⁰ and its fee simple value is
from \$ 6000 to \$ 8000.

Q. Are all of the parties interested before the Court?

A. Yes.

Further this deponent saith not.

H. P. Harrell

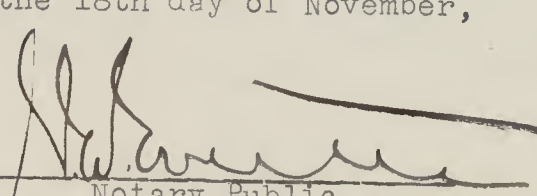
STATE OF VIRGINIA,

COUNTY OF NANSEMOND, To-wit:

I, S. E. Everett, a Notary Public, for the
County of Nansemond, Virginia, do hereby certify that
the foregoing interrogatories were duly executed and
sworn to before me by W. H. Brinkley, A. G. Darden,
E. Jordan Taylor and H. P. Harrell.

Given under my hand this 11th day of July, 1924.

My commission expires the 18th day of November,
1927.


Notary Public.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

A. D. Jordan et als.....Complainants

vs. DECREE

J. E. Jordan et als.....Defendants

This cause came on again this day to be heard on the papers formerly read and on the report of Bradford Kilby, Commissioner in Chancery, filed the 12th day of July, 1924, to which report there is no exception, and also on the petition of Martha G. Jones, ^{filed this day} who according to the report of ^{the} Commissioner in Chancery, agreed to take the entire property at \$8,000.00, asking the Court to direct a Special Commissioner to convey the said property to Roy Jones, a son of the said Martha G. Jones, and was argued by Counsel.

On consideration whereof, the Court doth approve and confirm said report, and it appearing from said report that partition of the real estate mentioned in the bill and hereinafter described cannot conveniently be made; that the said Martha G. Jones, one of the parties to this suit, agreed to take the entire property and pay therefor to the other parties such sums of money as their interests therein would entitle them to, and that the said Martha G. Jones agreed to pay the sum of \$8,000.00 for the said property, which from the report of the Commissioner in Chancery and from depositions filed with said report, appears to be an adequate price, and that the said Martha G. Jones, from said petition, desires that the said property be conveyed to Roy Jones, the Court doth ADJUDGE, ORDER and DECREE that S. E. Everett, who is appointed Special Commissioner for the purpose, upon payment to him by the said Roy Jones of the said sum of \$8,000.00, convey with Special

Warranty to the said Roy Jones the said real estate,
described as follows:

All that certain piece, or parcel of land lying,
situate and being in the District of Sleepy Hole, County
of Nansemond, State of Virginia, near Driver, containing
One Hundred (100) acres, more or less, and bounded on the
North by the S. F. Warrington Estate and the land of Jerry
Jones; on the East by the land of L. F. Ames; on the South
by the land of L. F. Ames and the land of A. G. Darden, and
on the West by the land known as Cross Swamp Land.

It is further ordered that said Special Commissioner
after paying the cost of this suit, including a fee of
\$250 to S. E. Everett for instituting and con-
ducting the same, disburse the remainder of the said money
coming into his hands among the adult parties entitled
thereto and that the share of J. E. Jordan and Elliott
Driver Jordan be deposited in one of the banks of the City
of Suffolk, to be held for the further order of the Court,
but said Special Commissioner shall have no power to execute
this decree until he shall enter into bond with sufficient
security in the Clerk's Office of this Court, payable to the
Commonwealth of Virginia, in the penalty of \$8000,
conditioned upon the faithful discharge of his duties under
this decree, or any further decrees that may be entered
herein.

In the Circuit Court of
Nansemond County, Virginia.

A. D. Jordan et als

vs. DECREE

J. E. Jordan et als

Enter the 2 day of August,
1924.

James L. McInnis

Entered August 2, 1924.

Chancery Order Book

No. 5, page 489.

A. D. Jordan et als.....Complainant
vs. PETITION
J. E. Jordan et als.....Defendant

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

Your petitioner, Martha G. Jones, respectfully
represents to your Honor the following facts:

That your petitioner, the said Martha G. Jones,
is one of the parties to the above-styled suit and gave
testimony before the Commissioner in Chancery in said
suit, and in your petitioner's deposition stated that
your said petitioner was willing to pay the sum of Eight
Thousand (\$8,000.00) Dollars for the said property and
have the said property conveyed to your said petitioner.

That your said petitioner, Martha G. Jones, was
buying the said property for her son, Roy Jones, and
Roy Jones was to pay the sum of Eight Thousand (\$8,000.00)
Dollars for the said property.

Your petitioner, the said Martha G. Jones, therefore
asks your Honor to direct the Special Commissioner in this
suit to convey the said property to Roy Jones, direct, in-
stead of to your petitioner, Martha G. Jones.

And your petitioner will ever pray etc.

Martha G. Jones

By

Counsel.

Martha G. Jones

witness:
A. D. Jordan

IN THE CIRCUIT COURT OF
NANSEMOND COUNTY, VIRGINIA

A. D. Jordan et als

vs. PETITION

J. E. Jordan et als

1924 Aug. 2 filed
J. E. M.

To A. D. Jordan, Rhoda A. Williams, and Martha G. Jones,

and

J. E. Jordan, Piedmont-Mt. Airy Guano Company, Elliott Driver Jordan an infant under the age of 21 years, and W. M. Crumpler, Guardian ad Litem of said infant defendant.

You are hereby notified that on the 12th. day of July 1924, at the office of S.E. Everett in the City of Suffolk, Virginia, between the hours of 10 A.M. and 5 P.M., at which time and place you are required to attend, I shall take, state and settle the following accounts which are to be taken, stated, settled and reported to Court in pursuance of the decree of the Circuit Court of Nansemond County Virginia, rendered on the 28th. day of June 1924, in the suit in chancery pending in said court to which you are parties, plaintiff and defendant; to-wit:

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

(2) If the same can not be conveniently divided, whether any party will take the entire property and pay therefor to the other parties such sums of money as their interests therein may entitle them to.

(3) And if the same can not be conveniently divided and if no party will take the entire property and pay the others for their interests, whether the interests of those entitled to the said property or its proceeds will be promoted by the sale of the property or by the allotments of part and sale of the residue.

(4) Whether there are any delinquent taxes due on said land or any other liens.

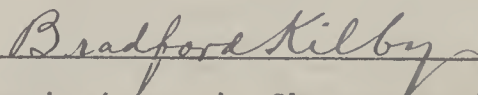
(5) The fee-simple and annual value of said land.

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

(7) What are the interests of the said J.E. Jordan and the said Elliott Driver Jordan in said property.

(8) Any other matter deemed pertinent to said Commissioner or required to be stated by any party interested.

Given under my hand as Commissioner in Chancery of said Court this 1st. day of July 1924.


Commissioner in Chancery.

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

A. D. Jordan, Rhoda A. Williams, Martha G. Jones and

J. E. Jordan

By

Hebrew
Their Attorney

Piedmont-Mt. Airy Guano Company

By

L. P. Holland
Its Attorney

Elliott Driver Jordan

By

William McCombs
Guardian ad Litem

Virginia;

In the Circuit Court for the County of Nansemond:

A. D. Jordan et als.	)	
	)	
v.	)	In Chancery.
	)	
J. E. Jordan et als.	)	

Commissioner's Office,
Suffolk, Va. July th12 1924.

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

In pursuance of the decree of the Circuit Court for the County
of Nansemond pronounced on the 28th. day of June 1924 in the suit
in chancery pending in said court between A. D. Jordan and others,
Complainants and J.E. Jordan and others, Defendants, the undersigned
Bradford Kilby, one of the Commissioners in Chancery of said Court
respectfully reports as follows:

That on the 1st. day of July 1924, your commissioner gave notice
to the parties to said suit that he would proceed on the 12th. day
of July 1924, at the office of S.E. Everett in the City of Suffolk,
Virginia, between the hours of 10 A.M. and 5 P.M. to make the sev-
eral inquiries required by said decree to be made by one of the
Commissioners in Chancery of said Court.

That sufficient and legal service of said notice was duly ac-
cepted by the parties to said suit as will appear by the endorsa-
tions on said notice herewith returned.

That on said 12th. day of July 1924 at the office of said S.E.
Everett between the hours of 10 A.M. and 5 P.M., your commissioner
took the depositions of Martha G. Jones, and Walter Jordan which
depositions are herewith returned.

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

(1)

The real estate in the bill mentioned can not be conveniently divided in kind among the parties entitled to share therein.

(2)

Mrs. Martha G. Jones, at present owner of an undivided one-fourth fee-simple interest in said land, as one of the four heirs-at-law of Amanda T. Jordan, her mother, who died intestate, seised and possessed of said land in the bill mentioned, will take the entire property and pay therefor to the other parties such sums of money as their interests will entitle them to on the basis of eight thousand (\$8,000.) dollars as a value for the entire property.

(3)

The interests of those entitled to the said property or its proceeds will not be promoted by an allotment of part and sale of the residue. This method of disposition would not bring to the parties interested its full and real value. A sale of the entire property would be to the best advantage of all parties interested, and from the testimony returned with this report, your commissioner is of the opinion that the offer of Mrs. Martha G. Jones is as good and probably better than could be secured from the sale of said property at public auction to some one not interested therein.

(4)

There are no delinquent taxes due on said land and there is the following judgment of record in Nansemond County Circuit Court Clerk's office against the interest of J. E. Jordan in said land.

A judgment against J. E. Jordan in favor of the Piedmont-Mt. Airy Guano Company for the sum of \$2,037.44 with interest thereon from Dec. 30, 1921 till paid and \$9.75 costs, on an instrument waiving the homestead exemption. Judgment rendered January 8, 1923 and docketed January 25, 1923 in Judgment Docket No. 4 at page 185.

There is a judgment against J.E. Jordan and J. S. Arthur in favor of the Bank of Portsmouth, Va. for the sum of \$121.02 with interest thereon at 6% from June 28th. 1893 till paid and \$7.80 costs. This judgment was rendered October 1894 and docketed in November 1894 and on Sept. 14th. 1912 was assigned for value to John G. Eberwine. See Judgment Docket No. 2 at page 72 in said Nansemond County Circuit Court Clerk's office. It has not been kept alive by executions and is now barred by the Statute of Limitations.

(5)

The fee-simple value of the said land is about \$8.000. and its annual value \$300.

(6)

All proper parties in interest are before the Court.

(7)

J. E. Jordan is one of the four heirs-at-law of his mother, Amanda T. Jordan, and as such inherited an undivided one-fourth fee-simple interest in said land in the bill mentioned. By his deed dated July 15, 1916 and recorded in Deed-book No. 84 at page 324 in Nansemond County Circuit Clerk's office, J.E. Jordan conveyed all his interest in said land to his wife, Mary Driver Jordan, in consideration of the sum of \$2.000. A copy of said deed is herewith filed marked Exhibit "A". Mary Driver Jordan died in 1919, leaving a will in which she leaves to her husband, J.E. Jordan, a life-right in her real estate, subject to be defeated by his re-marriage, and to be curtailed partially by her son, Elliott Driver Jordan, becoming "old enough to go off to school", and further curtailed when said son becomes 21 years of age. A copy of said will is herewith filed marked exhibit "B". Elliott Driver Jordan is the remainder-man in fee-simple under said will of his mother, Mary Jordan Driver,

(8)

There is no other matter deemed pertinent by your commissioner or required to be stated by any ~~party~~ ^{party} interested. W. M. Crumpler,

Guardian ad Litem of the infant defendant, Elliott Driver Jordan, was present during the taking of the depositions herewith returned.

Respectfully submitted this 12th. day of July 1924.

Bradford Kilby
Commissioner in Chancery.

Comr's fee: \$ 35.¹⁰

Mrs. Martha G. Jones, being duly sworn, deposes as follows:

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

A. Martha G. Jones, 58, Driver, Virginia.

Q. Are you one of the parties to this suit.

A. I am.

Q. Are all the persons interested been made parties.

A. Yes, there are four and all have been made parties in this case. Of course J. E. Jordan's child has been made a party also on account of the wife of J. E. Jordan dying seized and possessed of his right in this property.

Q. Mrs. Jones, the maximum amount anybody has said the property is worth is \$8,000.00. I have understood that you are willing to take this property at a reasonable price and pay those who are interested their share. As I have said \$8,000.00 is the maximum fixed as value of the property. Are you willing to take it at such a price.

A. I am.

Q. Is this satisfactory to the other heirs.

A. Yes, it was an agreement between us that I was to take it at its best price.

Q. Then you are ready today to take it and settle with the other heirs for their three-fourths.

A. Yes, I am prepared to take it as soon as the papers are ready.

Q. Do you think \$8,000.00 is a good price for the property.

A. I certainly do.

Q. Do you feel it is more than it would bring at public auction.

A. I think it is as well as it would do.

And further this deponent saith not.

Mr. Walter Jordan, being duly sworn, deposes as follows:

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

A. Walter Jordan, 70 and one-half years old, I live in Suffolk and write insurance.

Q. Mr. Jordan, are you familiar with what is known as the Doctor Jordan property, belonging to Dr. Jordan's heirs.

A. Yes, sir, I am.

Q. You have known it almost all your life.

A. I have known it all my life.

Q. You have heard the testimony of Mrs. Martha G. Jordan. State what you think about the price of this property, as to whether it would be better to sell it at public auction or let her take it, as one of the heirs, at \$8,000.00.

A. I think it would be better for her to take it, especially as it is to be sold this year. If it was sold

this year it would bring very little.

Q. You think it is doubtful whether it would bring \$8,000.00 if it was put up at public auction.

A. I do.

Q. How do you think \$8,000.00 compares with prices last year.

A. I don't know. I think it is a fair price for the property.

Q. Well as a rule, say an average time, what is a good price.

A. I think \$8,000.00 is a fair price at any time.

Questions by Bradford Kilby, Commissioner in Chancery:

Q. Mr. Jordan, do you think the real estate in the bill mentioned can be conveniently divided in kind among the parties entitled therein.

A. No, sir, I don't believe it could. It would be very hard to divide it. I don't know how you would go about to divide it. It would be a hard matter to get the value of the buildings, they are very old. The farm is divided by the County Road and I don't know how they could get at it. There are possibly sixty (60) acres of cleared land, thirty (30) acres in woodland that has been cut over and probably ten (10) acres in branch land.

Q. Mr. Jordan, what is your opinion as to the fee simple value of this farm.

A. I think they are figuring at a good price, \$8,000.00.

Q. What is the annual value of it.

A. Rent? I don't know, rent has gone up so. Mr. Jones, who rents it now, pays \$300.00 for it and that is a good rent for it.

And further this deponent saith not.

Driver, Virginia.
March 30, 1915.

To my beloved husband
James E. Jordan

I, write this letter asking that my wishes herein recorded be fulfilled should you be the longest liver.

1st. Pay all my debts.

2nd. Place \$100.00 in bank the interest I wish paid each year by you or bank to keeper of the cemetery to care for Elliott Jefferson Driver's, Mary Ann Driver's and my resting places in Cedar Hill Cemetery, Suffolk, Va.

3rd. The remainder real estate and personal property I leave you the use of so long as you remain single, and until my son Elliott Driver Jordan is old enough to go off to school then I wish the store rent and as much of other rent as necessary used to educate him.

4th. When my son is twenty-one I wish to give him my brick store.

At your death or marriage all my property real and personal goes to my son.

Mary Driver Jordan (SEAL)

Witness , Josiah Leake,
W.H.Brinkley.

VIRGINIA; In the Clerk's Office of the Circuit Court of Nansemond County on the 10th day of September, 1919.

The last will and testament of Mary Driver Jordan, (late of this County) deceased, was this day produced before the Clerk of the Circuit Court of Nansemond County and proved according to law, by the oaths of Josiah Leake and W.H.Brinkley, the two subscribing witnesses thereto and is ordered to be recorded.

Teste; G.E.Bunting, Clerk.

By, Ruby V. Benton, D.C.

A true copy made this 25th day of July, 1924.

Teste; G.E. Bunting Clerk.

By, M. K. Lardner D.C.

COPY

Will of Mary Driver Jordan

Fee 1.00

THIS DEED, Made this 15th day of July, in the year one thousand nine hundred and sixteen, between James E. Jordan, of Nansemond County, Virginia, party of the first part, and Mary D. Jordan his wife, party of the second part-

WITNESSETH: That in consideration of the sum of two thousand (\$2000) Dollars, the said party of the first part doth grant unto the said party of the first part doth grant unto the said party of the second part, with General Warranty, all his right, title and interest, including interest in remainder, in that certain tract or parcel of land situated in Sleepy Hole District in Nansemond County, Virginia, near Driver, said interest being one-fourth interest in said tract of land after the death of W.T. Jordan father of said James E. Jordan; said tract of land is bounded on the North by the lands of S.F. Warrington and Jerry Jones; East by the lands of L.F. Ames; South by the lands of L.F. Ames and A.G. Darden; and on the West by the land known as the Cross Swamp. The whole tract of land contains about one hundred (100) acres, more or less.

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

Witness the following signature and seal;

J.E. Jordan (Seal)

STATE OF VIRGINIA,

City of Suffolk, to-wit;

I, Mary V. Andrews a notary public for the city aforesaid, in the State of Virginia, do certify that James E. Jordan whose name is signed to the writing hereto annexed, bearing date the 15th day of July, 1916, has acknowledged the same before me in my City aforesaid.

Given under my hand this 15th day of July 1916.

Mary V. Andrews, N.P.

My term of office expires on the 8th day of March, 1919.

VIRGINIA;

In the Clerk's Office of the Circuit Court of Nansemond County the 15th day of July 1916, This Deed was presented, and, with the certificate annexed, admitted to record. The requisite amount of \$2.00 in Revenue Stamps affixed and cancelled.

Teste; G.E. Bunting, Clerk.

By, Kate P. Bell D.C.

A true copy made this 25th day of July 1924.

Teste; G.E. Bunting Clerk.

By, M.K. Leiden D.C.

Copy
J. E. Jordan
2010 of B & S
M. D. Jordan

Free Deed
Book 84, Page 324

Free #1.50

In the Circuit Court of
Nansemond County, Virginia.

A. D. Jordan et als.

v.

J. E. Jordan et als.

Commissioner's Report.

Report of Bradford Kilby,
Commissioner in Chancery,
under decree of June 28th.
1924.

Filed July 12th. 1924.

A. E. Bunting
Clerk.

BRADFORD KILBY
ATTORNEY AT LAW
SUFFOLK, VA.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

A. D. Jordan, Rhoda A. Williams
and Martha G. Jones.....Complainants

vs. DECREE

J. E. Jordan, Elliott Driver Jordan, an
infant under the age of twenty-one years,
and Piedmont-Mt. Airy Guano Company.....Defendants

This day came the complainants and filed their bill of complaint and W. M. Crumpler, assigned as Guardian ad litem of the infant defendant, Elliott Driver Jordan, to defend his interest in this suit, and the said W. M. Crumpler as such Guardian ad litem filed the answer of said infant defendant, as well as his own answer as Guardian ad litem of said infant, to the bill of complaint and the said adult defendants filed their ^{separate} answers, to which several answers the complainants replied generally and this cause is docketed by consent, and coming on to be heard by like consent on the bill, answers and replication, and was argued by counsel;

On consideration whereof the Court doth adjudge, order and decree that the papers in this cause be referred to one of the Commissioners of this Court, who is directed to enquire into and report:

1. Whether the real estate in the bill mentioned can be conveniently divided in kind among the parties entitled to share therein.

2. If the same cannot be conveniently divided, whether any party will take the entire property and pay therefor to the other parties such sums of money as their interest therein may entitle them to.

3. And, if the same cannot be conveniently divided, and if no party will take the entire property and pay the others for their interest, whether the interest of those who are entitled to the said property or its proceeds will be promoted by the sale of the property or by the allotments of part and the sale of the residue.

4. Whether there are any delinquent taxes due on said land or any other liens.

5. The fee simple and annual value of said land.

6. Whether all the proper parties in interest are before the Court.

7. Especially what are the interests of the said J. E. Jordan and the said Elliott Driver Jordan, in the said property.

8. Any other matter deemed pertinent to said Commissioner, or required to be stated by any party interested.

IN THE CIRCUIT COURT OF
NANSEMOND COUNTY, VIRGINIA

A. D. Jordan et als

vs. DECREE

J. E. Jordan et als

Enter 28 day of June, 1924.

Wm. H. McLean

Entered June 28, 1924,

Chancery Order Book

No. 6, page 482

June 27, 1924
No. 6, Chancery Order Book
vs. J. E. Jordan et als
by R. P. Hallowell
J. E. Jordan et als by R. P. Hallowell
Hon. Wm. H. McLean
for Wm. H. McLean

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

A. D. Jordan, et als, Complainants,	)	
v.	)	Decree.
J. E. Jordan, et als, Defendants.	)	

This cause having come on this day to be heard upon the papers formerly read and especially the further petition of Elliott Driver Jordan, supported by his oath and the affidavit attached thereto of James E. Jordan to the effect that the said Elliott Driver Jordan was twenty-one years of age on the 8th day of April, 1931, and praying that the fund, principal and interest, on deposit in the National Bank of Suffolk, equalling as of this day the sum of \$1129.91, be paid to him, it is therefore ordered, adjudged and decreed that the said National Bank of Suffolk honor the check of the said Elliott Driver Jordan for the said sum of money and thereby close the account.

And it further appearing from the endorsement of S. E. Everett, counsel for the complainants in this cause, which endorsement is affixed at the bottom of the foregoing petition, that nothing further remains to be done herein, it is therefore ordered that this cause be and the same is hereby removed from the docket.

VIRGINIA,
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

A. D. Jordan, et als,
Complainants,

v.

J. E. Jordan, et als,
Defendants.

- 0 -

Decree.

Enter May 21. 1931.

J. L. McIlmore

Chancery Order
Book 6 : Page 414

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

A. D. Jordan et als.....Complainants

vs. ANSWER OF ELLIOTT DRIVER JORDAN

J. E. Jordan et als.....Defendants

The separate answer of Elliott Driver Jordan, an infant under the age of twenty-one years, but over the age of fourteen years, in proper person, to a bill of complaint filed against him and others in the Circuit Court of Nansemond County, by A. D. Jordan and others, complainants.

This respondent, reserving to himself the benefit of all just exceptions to the said bill of complaint, for answer thereto, answers and says:

That he is over fourteen years of age; that he has been advised that his father, J. E. Jordan has no interest in the said property and that he, your respondent, has a one-fourth interest in the same; that he commends himself and his rights and interests to the protection of the Court and prays that no decrees may be entered that will tend to his prejudice.

And now, having fully answered the complainants' bill, this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.

Elliott Driver Jordan

1924 June 28, filed.
Mm

A. D. Jordan et als.....Complainants
vs. ANSWER OF J. E. JORDAN
J. E. Jordan et al.....Defendants

The answer of J. E. Jordan to a bill of complaint filed against him and others in the Circuit Court of the County of Nansemond, Virginia, by A. D. Jordan and others, complainants.

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

That the facts stated in the bill are true, and that your respondent has no objection to the property being divided or sold, whichever becomes necessary to be done.

And, now, having fully answered the complainants' bill, this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.

J. E. Jordan

1954 June 28. Filed.
John

A. D. Jordan et als.....Complainants
vs. ANSWER OF PIEDMONT, MT. AIRY GUANO COMPANY
J. E. Jordan et als.....Defendants

The answer of Piedmont-Mt. Airy Guano Company, a Corporation, to a bill of complaint filed against it and others in the Circuit Court of the County of Nansemond, Virginia, by A. D. Jordan and others, complainants.

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

That your respondent, the Piedmont-Mt. Airy Guano Company, a Corporation, secured a judgment against J. E. Jordan, one of the defendants in this cause, on the 8th day of January, 1923, for the sum of \$2,037.44, with interest from the 30th day of December, 1921, costs \$9.75, which said judgment was docketed on the 25th day of January, 1923, in Judgment Lien Docket No. 4, page 185, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, and which said judgment is a lien on the life interest of J. E. Jordan in the said property.

And now, having fully answered the complainants' bill, this respondent prays to be hence dismissed with its reasonable costs by it in this behalf expended.

*Piedmont Mt. Airy Guano Co.
by L. P. [unclear] atty*

In the Circuit Court of
Nansemond County, Virginia

A. D. Jordan et als

vs. ANSWER OF PIEDMONT-
MT. AIRY GUANO CO.

J. E. Jordan et als

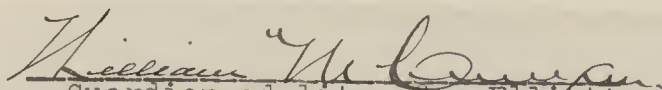
1924 June 28 Filed
JEM

A. D. Jordan et als.....Complainants
vs. ANSWER OF ELLIOTT DRIVER JORDAN BY GUARDIAN AD LITEM
J. E. Jordan et als.....Defendants

The answer of Elliott Driver Jordan, infant under the age of twenty-one years, by W. M. Crumpler, his Guardian ad litem, appointed to represent him in this suit, to a bill of complaint filed against him and others in the Circuit Court of Nansemond County, Virginia, by A. D. Jordan and others, complainants.

This respondent, reserving to himself the benefit of all just exceptions to this bill of complaint, for answer thereto, or to so much thereof as he is advised that it is material he should answer, by his said Guardian ad litem answers and says he is an infant of tender years and by reason of infancy is incapable of understanding or of taking care of his rights and interest herein; and that he therefore commends himself and his rights and interests to the protection of the Court, and prays that no decrees may be entered that will tend to his prejudice.

And, now having fully answered the complainants' bill, this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.


Guardian ad litem for Elliott
Driver Jordan.

In the Circuit Court of
Nansemond County, Virginia

A. D. Jordan et als

vs. ANSWER OF ELLIOTT
DRIVER JORDAN BY
GUARDIAN AD LITEM

J. E. Jordan et als

1924 June 28. filed
J.E.

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

A. D. Jordan, Rhoda A. Williams
and Martha G. Jones.....Complainants
vs. IN CHANCERY

J. E. Jordan, Elliott Driver Jordan, an
infant under the age of twenty-one years,
and Piedmont-Mt. Airy Guano Company.....Defendants

Your complainants, A. D. Jordan, Rhoda A.
Williams and Martha G. Jones, respectfully represent:

(1.) That Amanda T. Jordan was in her life-
time, seized and possessed of certain real estate lying in
the District of Sleepy Hole, County of Nansemond, State of
Virginia, near Driver, containing One Hundred (100) acres,
more or less, and bounded on the North by the S. F. Warring-
ton Estate and the land of Jerry Jones; on the East by the
land of L. F. Ames; on the South by the land of L. F. Ames
and the land of A. G. Darden, and on the West by the land
known as Cross Swamp Land, and while so seized and possessed,
the said Amanda T. Jordan died intestate, leaving her husband,
Dr. W. T. Jordan, who has since died, and A. D. Jordan, Rhoda
A. Williams, Martha G. Jones and J. E. Jordan, her children
and sole heirs at law; and

(2.) That the said J. E. Jordan conveyed his
interest in the said property to his wife, Mary Driver Jordan,
by deed recorded in the Clerk's Office of the Circuit Court of
Nansemond County, Virginia, in Deed Book 84, page 324, on the
15th day of July, 1916, and in 1919 the said Mary Driver Jordan
died, leaving a will recorded in the said Clerk's Office in

Will Book 7, page 288, a copy of which will is hereto attached, marked "Exhibit A" and made a part of this bill, and the said Mary Driver Jordan gave to the said J. E. Jordan, using the language of the will: "I leave to the use of (J. E. Jordan) so long as he remains single", all her estate, both personal and real, and after the death of the said J. E. Jordan the said estate isto go to Elliott Driver Jordan, the sole heir and only son of Mary Driver Jordan, by J. E. Jordan, and up to the present time the said J. E. Jordan has never married again; and

(3.) That the said Elliott Driver Jordan is an infant under the age of twenty-one years, being now fourteen (14) years of age, and the said infant, Elliott Driver Jordan has been advised that his father, J. E. Jordan, has no courtesy right in the above-described property on account of his conveyance of the same to his wife, Mary Driver Jordan, the mother of the said Elliott Driver Jordan, ^{by} ~~which~~ conveyance ^{he} ~~relinquished~~ any rights the said J. E. Jordan might have in case of the death of the said Mary Driver Jordan; and

(4.) That Piedmont-Mt. Airy Guano Company, having judgment docketed against the said J. E. Jordan, the said company is made a party defendant to this suit; and

(5) That said real estate is, as your complainants believe, susceptible of partition among the parties entitled thereto; but should the property not be divisible in kind, complainants believe, and here state, that the interests 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 the sale of the residue:

In consideration whereof, and forasmuch as your

Arthur Jordan
Rhoda A. Williams
Margaret E. Jones by
D. C. Owen, atty.
Complainants.

McLennan
Counsel.

In the Circuit Court
of Nauset County:

A. D. Jordan et al
vs. In Chancery
J. E. Jordan et al

1920 June 28, 1921
J. E. Jordan