

1933-003
Nansemond Co (Suffolk)

Chancery Causes: C.H. Bull & Co] vs Cornelia V. Felton et al

6

Pretlow, Parker, Holland, Puke, Riddick, Holleday, Lee,, Crumpler
PLAT

Folder 1 of 2

Virginia--Clerk's Office of the Circuit Court of Nansemond County.

In the Circuit Court of the County of Nansemond, ~~at the~~ July 16th 1909

C. H. Bull, trading as C. H. Bull & Company

Plaintiff

Action of

Debt

AGAINST

C. F. Feltan and J. E. Feltan

Defendant

Judgment in favor of the Plaintiff against the Defendant for the sum of

Sixteen hundred dollars

\$ 1600.—

With interest after the rate of six per centum per annum from the 24th day of October, 1907, till paid and \$8.46 costs.

Homestead Exemption waived.

until paid.

Charges of Protest, \$

And the cost of suit, \$

A FIERI FACIAS issued from the Clerk's Office of said Circuit Court on the 3rd day of

August

, 1909, returnable to the October Rules, 3rd Monday, 1909,

directed to the Sheriff of the County of Nansemond, who hath made return thereon in the words and figures

following, to wit: "I can find no property to satisfy the within judgment or any part thereof. Oct. 15, 1910."

A. H. Baker, Sheriff

Teste:

, p. q.

R. B. Smith

CLERK.

By A. L. Mitty, Jr.
Circuit

This Judgment was duly docketed in the Clerk's Office of the County Court of the County of Nansemond on the 3rd day of August, 1909.

Judgment Docket No. 3, Page 124.

R. B. Smith
By A. L. Mitty, Jr.

CLERK.

Exhibit "A"

C. H. Bull trading as
C. H. Bull & Co.

vs.

} Abstract of Judgment.

C. V. Felton & J. E. Felton

Nansemond Circuit Court.

Process Book No....., Page.....

Order Book No. 4, Page 167

July 29 Term, 1909

Execution Book No. 2, Page 55

Judgment Docket No. 3, Page 124

Circuit
County Court.

THIS DEED, Made this the 4th day of September, one thousand nine hundred and seven (1907), between Mrs. K. B. H. Pretlow and R. H. Pretlow, her husband, John C. Holladay and Jennie P. L. Holladay, his wife, Frank A. Holladay and Elise U. Holladay, his wife, Joseph E. B. Holladay and Margaret Breeden Holladay, his wife, legal heirs of Mrs. J. B. H. Holladay, deceased, as will be seen by referring to will book number 6, page 543, in the Clerk's office of Nansemond County, all of Suffolk, Virginia, and County of Nansemond, parties of the first part, and Cornelia V. Felton and T. E. Felton of Suffolk, Virginia, parties of the second part-

WITNESSETH: That in consideration of the sum of Six Thousand (\$6000) Dollars, cash in hand paid, the receipt whereof is hereby acknowledged, the said parties of the first part do grant unto the said parties of the second part with general warranty, all those certain tracts of land and buildings in Holy Neck District, said tracts are situated on the south side of the county road, said land is about five miles west of Suffolk, Virginia. It is understood that the possession of the timber land is to begin at once but the possession of the cleared, or that which is in state of cultivation, and buildings on said land, possession is not to be had until January 1st, 1908. The said parties of the first part agree to allow the said parties of the second part, interest at 6% on the land that is now in state of cultivation to January 1st, 1908, that is allow interest on One Hundred and Fifty (\$150) Dollars from the 4th day of September 1907 to January 4th, 1908. The said tracts are Bounded and described as follows:

FIRST: The annexed plat of the John R. Copeland, deceased, land containing two hundred and forty acres (240), more or less, is attached to and made a part of this deed and is to be followed according to the plat with the exception of when the line comes to the Beaver Dam Swamp then the line is as follows: Along the line of chopped trees in the center of the said swamp from the South Key County road and running S. 40 degrees E. to a sweet gum 10 feet from the said county road and on to a black gum then S. 37 degrees E. to a forked black gum S. 35 degrees E. to a black gum S. 25 degrees E. to a Cypress S. 34 degrees E. to a black gum S. 61 degrees E. to a Cypress S. 6 degrees E. to a black gum S. 48 degrees E. to a black gum S. 40 degrees W. to a black gum. Due South to a Cypress S. 5 degrees E. to a sweet gum S. 10 degrees E. to a Cypress S. 5 degrees W. to a black gum S. 5 degrees W. to a Cypress S. 3 degrees E. to a cotton wood or willow S. 18 degrees E. to a small Cypress on run of swamp when the divided line between the land of the heirs of Mrs. J. B. H. Holladay, deceased, and land of Frank Holland, thence down the line as per the attached plat.

SECOND: That annexed survey of tract of land belongs to the heirs of Mrs. J. B. H. Holladay, deceased is also made a part of this deed said land containing 184 acres more or less. It is understood and agreed that the 240 acres more or less the 184 acres more or less are sold in gross and not by acreage.

This is a part of the same land that was left to Mrs. J. B. H. Holladay, deceased, by her father, Col. John R. Copeland, as will be seen by referring to will book number 6, page 543, in the Clerk's Office of Nansemond

Exhibit "D"

The above map or plat of land represents 240 acres marked and bounded as follows, viz: Beginning in the main run of the Beaver Dam Swamp at the place where the road crosses said swamp, that leads from South Quay to Suffolk in John R. Copeland's line, thence down the main run of said swamp bounded by said Copeland S. 35 E. 50 poles, S. 8 E. 12 poles Jas. G. Greene's line thence along said Greene's line S. 48 W. 42 poles to a ros-marry pine S. 40 W. 70 poles to Ros-marry pine, S. 10 W. 7 poles to Ros-marry pine S. 10 E. 20 poles to a pine Due South 37 poles to a pine S. 30 W. 53 poles to a white oak corner Jas. G. Greene, Jno. R. Copeland & Nelson H. Hodges thence along said Hodges' line N. 60 W. 80 poles to a pine N. 70 W. 24 poles to a pine N. 75 W. 56 poles to a pine N. 70 W. 26 poles to a pine corner of John Copeland thence along said Copeland's line N. 55 W. 28 poles to a black gum N. 45 W. 44 poles to a water oak near the shop fence Nelson H. Hodges' line thence said Hodges' line N. 50 E. 14-6/10 poles to a sweet gum N. 38 W. 30 poles to the aforesaid South Quay Road then along said road towards Suffolk N. 73 E. 60 poles N. 67 E. 100 poles N. 73 E. 68 poles N. 37 E. 10 poles to the beginning- The foregoing is the dimensions of all that same tract or parcel of land, lying on the East side of the aforesaid road which Doctor Lemuel C. Holland at present resides; which he held according to law on the death of father Harrison Holland. Surveyed this 14th day of March A. D. 1839 by Jno. R. Copeland.

The annexed Plat represents a tract of land belonging to and surveyed for Mrs. A. F. Holady lying in Nansemond County, Virginia, marked and bounded as follows: beginning at a pine in a small branch a corner of Elisha Duke, thence down said branch 74-1/2 poles to a gum a corner on said Duke, thence S. 36-1/4° W. 14-1/2 poles to a white oak thence S. 25° W. 12 poles to a red oak, thence S. 26° W. 18 poles, thence S. 15° W. 8 poles to a white oak, thence S. 4-1/2° E. 16 poles to a gum, thence S. 2-1/2° E. 10-1/2 poles to a pine thence S. 1-1/2° E. 22 poles to a holly, thence S. 14-3/4° W. 11 poles, thence S. 7-1/2° W. 4-1/2 poles to a sweet gum in a small branch a corner on the Burwell Copeland land and said Elisha Duke, thence N. 48-1/4° W. 11-1/4 poles to a sweet gum at a ditch, thence up said ditch S. 74° W. 8 poles, thence S. 76° W. 14 poles, thence S. 88-1/2° W. 4 poles, thence N. 81-1/2° W. 9 poles, thence N. 70-1/2° W. 9 poles, thence S. 79-1/2° W. 11 poles, thence S. 65-1/2° W. 8 poles, thence S. 78-1/2° W. 11 poles, thence N. 88-1/2° W. 29-1/2 poles to a gum a corner in said Burwell Copeland line, thence N. 10-1/2° W. 20 poles, thence N. 48-3/4° W. 9 poles to a pine, thence N. 60° W. 11-1/4 poles to a pine, thence N. 9-1/4° E. 23 poles to a pine thence N. 21-1/2° E. 12 poles, thence N. 30-1/2° E. 6 poles to a pine stump and small gum a corner of John Byrd and said Burwell Copeland land, thence N. 30-1/2° E. 67 poles to a pine a corner of the Holland land and said John Byrd thence N. 30-1/2° E. 53 poles to a pine, at a path, thence N. 8-1/4° W. 7 poles, thence N. 1° E. 7 poles, thence N. 2-1/2° W. 19 poles, thence N. 5° W. 8 poles to the center of the A & D R. R. thence N. 3° E. 36 poles, thence N. 7° W. 20 poles, thence N. 13° E. 7 poles, thence N. 43° E. 70 poles, thence N. 51° E. 42 poles to an ash in Beaver Dam Swamp thence down the run of said swamp to the Spring branch thence up said branch the various courses to the center of said A & D R. R. thence S. 4-3/4° W. 16 poles, thence S. 9-1/2° W. 6 poles, thence S. 1-1/2° E. 4 poles, thence S. 16-3/4° W. 4 poles to a pine Elisha Duke's and Frank Holland's corner thence S. 41° W. 5 poles, thence S. 45° W. 6 poles thence S. 66-1/4° W. 9 poles, thence S. 54° W. 8 poles to the head of said spring branch thence S. 4° W. 16 poles, thence S. 11° W. 13 poles to a pine, thence S. 25° W. 12 poles to a pine, thence S. 12-1/2° W. 21 poles to a pine, thence S. 31° W. 3

poles to the beginning and containing 184 acres.
October 28th, 1897.

J. H. Williams, Syor.

Recd. of Mrs. A. F. Holady, Ten Dollars and fifty cents in
full, for surveying and Plat.
Oct. 29th, 1897.

J. H. Williams.

County, Virginia.

The said Mrs. K. B. H. Pretlow and R. H. Pretlow, her
husband, John C. Holladay and Jennie P. L. Holladay, his wife,
Frank A. Holladay and Elise U. Holladay, his wife, Joseph E.
B. Holladay and Margaret B. Holladay his wife, parties
of the first part, covenant that they have the right to con-
vey the said land to the grantees; that they have done no act
to encumber said land; that the grantees shall have quiet
possession of said land, free from all encumbrances and that
they the said parties of the first part, will execute such
further assurances of said land that may be requisite.

Witness the following signatures and seals:

Katharine B. H. Pretlow.	(SEAL).
R. H. Pretlow	(SEAL).
John C. Holladay	(SEAL).
Jenny P. L. Holladay	(SEAL).
Frank A. Holladay	(SEAL).
Elise U. Holladay	(SEAL).
J. E. B. Holladay	(SEAL).
Margaret B. Holladay	(SEAL).

STATE OF VIRGINIA,

County of Nansemond, to-wit:

I, J. P. Lee, a Notary Public, for the county aforesaid,
in the State of Virginia, do certify that Mrs. K. B. H. Pretlow,
and R. H. Pretlow, her husband, John C. Holladay and Jennie P.
L. Holladay, his wife, Frank A. Holladay and Elise U. Holladay,
his wife and Joseph E. B. Holladay, Margaret B. Holladay, his
wife whose names are signed to the writing hereto annexed,
bearing date the 4th day of September, 1907, have acknowledged
the same before me in my county aforesaid.

Given under my hand this the 21st day of Sept., 1907.

My commission expires May 19, 1909.

J. P. Lee, N. P.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond
County the 19th day of May, 1909: This deed was presented,
and, with the certificate annexed, admitted to record.

Teste:

R. R. Smith, Clerk.
By M. M. Watkins, D. C.

A Copy,

Teste:

Mrs. J. B. H. Holladay's
heirs

To { Heed of
B. & Sale

Cornelia V. Felton &
J. E. Felton

(Copy)

Recorded in R. B. 66,
Page 589.

Part Copy - Plat omitted

C. H. Bull, trading as
C. H. Bull & Company,

v.

DECREE:

T. E. Felton et als.

It being suggested to the Court that the plaintiff C. H. Bull died on the 24th day of October, 1912, and that Ellen M. Bull, his widow, has duly qualified as his Administratrix; upon the motion of the said Ellen M. Bull, Administratrix, that this suit proceed in her name, and no sufficient cause being shown against it, it is ordered, adjudged and decreed that this suit proceed according to such motion in the name of Ellen M. Bull, Administratrix of C. H. Bull, deceased, plaintiff.

And by consent of all the parties to this cause, by their counsel, in term time entered of record, it is ordered, adjudged and decreed that this cause be submitted to the Judge of this Court for such decision and decree, judgment, or order, therein in vacation as might be made in term.

C. R. Bull, trading as
C. R. Bull & Company,

v.

E. E. Felton et als.

D E C R E E:

We consent to the within
decree.

Ellen M. Bull, Administratrix
By James H. Corbitt, Atty.

R. H. Rauls
L. P. Holland
Atty. for all the
defendants.

Enter May 31. 1913.
James M. Lemore.

Entered in Chancery
Order Book No. 4-
Page 582

"Exhibit R"

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

Sergeant of the City of Suffolk,
TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON C. V. Felton, T. E. Felton ,
J. T. Duke, Dusila E. Duke, M. C. Riddick, J. E. B. Holladay, Trustee,
J. P. Lee, Trustee, Katharine B. H. Pretlow, F. A. Holladay, J. C. Holladay,
J. E. B. Holladay, W. M. Crumpler, Trustee and Sallie A. Crumpler

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the First Monday in June, 1911, to answer

a Bill in Chancery, exhibited against them
in the said Court by C. H. Bull trading as C. H. Bull & Company

And have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this 25th day of
May, 19 11, in the 13 5th year of the Commonwealth.

~~A copy~~ Teste:

Teste:

Clerk.

Clerk.

J. A. Corbett p. q.

Copy for
vs. } IN CHANCERY.

Mr. W. C. Crampton,
Trustee

1911.....

June Rules.
First Monday.

NANSEMOND CIRCUIT COURT.

PROCESS BOOK, No. *2*

PAGE *98*

C. H. Bull & Co.,

Vs.

C. V. Felton and others.

In Chancery.

This respondent reserving to himself the benefit of all just exceptions to the said bill for answer thereto or to so much thereof as he is advised that it is material he should answer answers and says that he knows nothing whatsoever of the controversy between the said C. H. Bull & Co., and the other defendants to this suit, excepting himself and Sallie A. Crumpler, but this respondent answers and says that on May 30th, 1908 by Deed of Trust duly recorded on the 25th day of June, 1908, in D. B. No. 65, page 14, in the Clerk's Office of Nansemond County, which HAS NOT BEEN SATISFIED and which this respondent alleges has priority to the rights of all other parties to this suit, Cornelia V. Felton and T. E. Felton, her husband, conveyed to this respondent in trust to secure to Sallie A. Crumpler the sum of Two hundred and fifty (\$250.00) Dollars, the following described property:

All that certain tract or parcel of land, situate, lying and being in Holy Neck Magisterial District, of Nansemond County, Virginia, containing Twenty-one and one-half (21 1/2) acres and bounded as follows: On the North by the lands of Kilby Knight; on the Southeast by the land of John R. Copeland; and on the West by the lands of John Walton, it being the same property conveyed to the said Cornelia V. Felton by deed from B. L. Saunders, trustee, by deed duly recorded in the Clerk's Office of Nansemond County.

This respondent invokes the protection of the Court of his and the said S. A. Crumpler's every right, title, and interest under the said foregoing Deed of Trust and requests that he be permitted, pursuant to the direction of the said S. A. Crumpler to sell the said property under the terms of the said trust deed and thereby satisfy the indebtedness due her and denies all fraud, unlawful combination, and confederacy; and having fully answered the complainant's bill, prays to be hence dismissed with his reasonable cost in this behalf expended. And he will ever pray etc.

William M. Crumpler
Trustee

Virginia
City of Southampton
County of Hammond, to-wit:

This day personally appeared before me _____
John F. Pinner, a Notary Public in and for the
County and State aforesaid, William M. Crumpler, whose answer is
above written and made oath that the statements contained in
the said answer so far as made of his own knowledge are true,
and so far as made from knowledge or information derived from
others he believes to be true.

Given under my hand this 7th day of July 1911.
My term of office expires on the 27 day of Sept 1914.

John F. Pinner
Notary Public.

C. H. Bull & Co.,

22.

C. V. Felton & others.

Answer of Wm. M.
Loring.

1911-July 8. Filed
M. M. Watkins D.C.

"Exhibit 2".

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

Sergeant of the City of Suffolk,
TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON C. V. Felton, T. E. Felton ,
J. T. Duke, Dusila F. Duke, M. C. Riddick, J.E.B. Holladay, Trustee,
J. P. Lee, Trustee, Katharine B. H. Pretlow, F. A. Holladay, J.C. Holladay,
J. E. B. Holladay, W. M. Crumpler, Trustee and Sallie A. Crumpler

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the First Monday in June, 1911, to answer

a Bill in Chancery, exhibited against them
in the said Court by C. H. Bull trading as C. H. Bull & Company

And have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this 25th day of
May, 1911, in the 135th year of the Commonwealth.

A copy Teste:

Teste:

~~CLERK~~

CLERK.

R. R. Smith
By A. L. Smith, Sec.

J. H. Corbitt p. q.

Copy for
vs. } IN CHANCERY.

Lillian A. Crumpler

1911
June Rules.
First Monday.

NANSEMOND CIRCUIT COURT.

PROCESS BOOK, No. *3*

PAGE *98*

C. H. Bull & Co.,

vs.

In Chancery.

T. E. Felton, et als.

The joint and separate answer of T. E. Felton and Cornelia V. Felton, to a bill in chancery exhibited against them and others in the Circuit Court of Nansemond County, by C. H. Bull trading as C. H. Bull & Co.; the said defendants saving and reserving unto themselves the benefit of all exceptions which can or may be made, had, or taken to all the errors and uncertainties in the said bill contained, for answer to the said bill, or to so much thereof as it is necessary they should answer, these defendants answering say:

That it is true that the said C. H. Bull trading as C. H. Bull & Co., recovered a judgment against them on a certain bond for the sum of sixteen hundred (\$1600.00) dollars, with interest thereon from the 24th day of October, 1907, in the said Circuit Court of said County, on the 16th day of July, 1909; but they further say that the said judgment was obtained under circumstances which render it absolutely null and void, and which in the cause of justice and equity demand that it should be reopened; because they say that the said bond together with all interest on the same has long since been fully paid and should have been surrendered to them; the said T. E. Felton says that the said judgment was obtained against him and his wife the said Cornelia V. Felton under circumstances which showed such a gross disregard of their rights in the matter, as in contemplation of law amounted to fraud upon their rights, because they say whatever may have been the intention of the said plaintiff, the said taking of said judgment as was said in the case of Evans vs. Spurgeon 11 Grattan 623, worked all the mischief of fraud; the said T. E. Felton says that during the term of the Circuit Court of Nansemond County of July, 1909, he was sick and entirely incapable of attending court, or of securing the services of an attorney to represent

Cornelia V. Felton

him and his said wife in said matter; that notwithstanding said sickness he did by great physical exertion manage to get to the office for a few moments of J. H. Corbitt, the attorney for the plaintiff; that he did have a conversation with said J. H. Corbitt as aforesaid, and did tell him of his sickness and inability to attend court; that he did tell him he desired the said cause deferred as he had a defense there to, and that he did ask the said Corbitt not to take judgment without giving him special notice of the time on which it would be asked for; he further says that the said J. H. Corbitt attorney as aforesaid, did then and there promise that he would not call the case, and ask for a judgment on said bond without giving them the said T. E. Felton and Cornelia V. Felton an opportunity to be present and be heard in their defense; the said T. E. Felton further says that he had no counsel in said case, not having had the opportunity of employing one: He further says that notwithstanding the promise on the part of J. H. Corbitt said attorney as aforesaid, that the said J. H. Corbitt either forgetting or disregarding his said promise called the case up for a hearing at said term of said court, and in the absence of the defendants took the judgment by default on the said bond. He further says that he was absolutely and completely misled by the representations and promises of the said attorney and kept from using greater exertions for the employment of counsel to represent him. They therefore ask that the said judgment be set aside as having been obtained under circumstances which render it null and void.

These defendants moreover say that they do not owe the said amount of sixteen hundred (\$1600.00) dollars as alleged or any part thereof, because they say that the said bond for sixteen hundred (\$1600.00) dollars was given by them for a cash loan or advancement to be made to them by said C. H. Bull & Co., that when they made and delivered said bond to said C. H. Bull & Co., the said C. H. Bull & Co., instead of advancing them the cash therefor, as promised, gave them a ninety day acceptance,

on the bank, that this acceptance was ^{endorsed} ~~signed~~ by Mrs. Kate Pretlow F. A. J. C. and J. E. B. Holliday, and was placed in the Farmer's Bank of Nansmond; that by an agreement between these respondents and the said C. H. Bull & Co., the said T. E. Felton was to cut and ship timber from the lands described in said bill to said Bull & Co., who were by special contract to use the proceeds thereof in paying said acceptance of \$1600.00; that said acceptance of \$1600.00 did represent the said bond of \$1600.00; that according to contract which these respondents carried out in good faith on their part, the said T. E. Felton did go upon said land and cut and ship timber from time to time, to the said C. H. Bull & Co., that the said C. H. Bull & Co., did curtail said acceptance from time to time with the money obtained from the sale of said timber or lumber, until the amount was entirely and finally paid out in full, and by contract the said bond of \$1600.00 having been paid by the said T. E. Felton should have been surrendered to these respondents, but these respondents say that the said C. H. Bull & Co., utterly disregarded their promise and their said special contract, and used said money for some other purpose and diverted it entirely from the purpose for which it was intended and failed and refused to surrender said bond of \$1600.00 which had been at that time fully paid. These respondents further say that the said bond of \$1600.00 was secured to the said C. H. Bull & Co., by a deed of trust given on the timber standing on the two certain tracts of land mentioned in the bill in this cause, that it was at all times understood and specially contracted and agreed that this timber or lumber should be used in paying said bond of \$1600.00 and that the said timber was cut and delivered by said T. E. Felton to said C. H. Bull & Co., for said purpose.

These respondents further say that they nor either of them at any time, had any beneficial interest in the said tract of land, mentioned in said bill and known as the J. T. Duke tract, with the exception of the timber standing thereon, because they

they say that the said tract of land had been bargained to be sold by the said Holliday heirs to the said J. T. Duke by oral contract long before it was in fact conveyed to these respondents; that it was a bargain, contract and agreement all along that this tract of land should be conveyed to said J. T. Duke, and that he, having already agreed to purchase the same from said Holliday heirs, should have the same. These respondents further say that the deed from the Holliday heirs, to J. T. Duke, and the deed of trust from J. T. Duke and wife to a trustee to secure a certain debt mentioned in said bill was all part and parcel of one transaction, that the said Holliday heirs conveyed the said tract of land directly to T. E. Felton and wife, with the distinct understanding and promise ^{and upon the special trust} that the said Felton and wife should immediately convey the same to said J. T. Duke, reserving unto themselves the timber standing on the said tract of land, that the conveyance was made in this ^{way} only and solely for the purpose of permitting them to get the timber on said land, and it was further understood, contracted, promised and agreed between the said Holliday heirs, the said T. E. Felton and wife, and the said J. T. Duke and wife, that the said J. T. Duke should immediately convey the said tract of land to a certain trustee to secure the bond for the purchase price thereof, which should be paid over to the Holliday heirs, as a part of the purchase price of said land, ~~(which said T. E. Felton and wife owed to the said Holliday heirs);~~ that as aforesaid these deeds and bargains were all part and parcel of one transaction; that the bond secured by the deed of trust given by the said J. T. Duke and wife is in reality part of the purchase price of said land, ~~(due by said T. E. Felton and wife to the said Holliday heirs).~~ These respondents say that they never considered that the said Duke land or any part thereof, except the timber standing on the same, was ever theirs for one

single moment; that it was conveyed to them upon an oral agree-
ment ^{and special trust} that they should immediately convey it to the said J. T.

Duke, who should in turn then give a bond for the purchase price secured by a deed of trust on said land, and they therefore have not had, nor have they now any beneficial interest in said land which was ever at any time subject to said judgment even if said judgment be a legal and valid one.

These respondents further say that the said C. H. Bull & Co., have never at any time accounted to them for the timber sold by these respondents and delivered from said tracts of land to said C. H. Bull & Co., and which it was contracted and agreed should be used in paying this particular bond of \$1600.00. What the said C. H. Bull & Co., have done with said money derived from the proceeds of sale of said timber these respondents do not know, and they therefore pray that the said C. H. Bull & Co., may be required to exhibit an account showing what disposition they have made of said money. They pray the court that the said judgment of \$1600.00 may be annulled and set aside. That the said Bull & Co., shall be compelled to account for the timber delivered to them as aforesaid, that the deed made by them to the said J. T. Duke shall be declared to be a deed executed by them in fulfillment of a trust imposed upon them by verbal contract, that it may be decreed to be not subject to any judgment of said C. H. Bull & Co., but entirely free from the lien of the same. These respondents further say that they have read the answers of M. C. Riddick, J. E. B. Holliday, Trustee, K. B. H. Pretlow, F.A. Holliday, J. C. Holliday, J. E. B. Holliday, J. P. Lee, Trustee John T. Duke, and Drusila F. Duke, filed in this cause, that the facts stated in said answer these respondents believe to be true and that these respondents adopt the said answer as a part of this their answer, so far as it is applicable to their case, and their ^{Contract} ~~contract~~, and respectfully ask the court to read it as a part of their answer, and having fully answered these respondents pray to be hence dismissed with their legal cost in this behalf expended.

Cornelia V. Tilton
L. E. Tilton

Virginia: Naamand County to wit:
I, R. H. Reauley, a Notary Public
for the County aforesaid in the State of Virginia do
Certify that L. E. Tilton when named is signed to
the above Deed has this day personally appeared before
me in my said County and made oath that the
statements contained in said Deed are or coming
of his own knowledge and true and that all other
statements therein contained are coming from
knowledge or information derived from others he believes
to be true. Given under my hand this 24th day
of July 1911. My term of office expires Feb 3, 1915.
R. H. Reauley N. A.

Answer of
Fellows

Recd Apr. 21, 1913.
G. E. Rumbold,
Care.

In the Circuit Court of Nansemond County.

C. H. Bull & Co.,

Vs.

C. V. Felton and others.

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)
)

In Chancery.

The separate answer of Gollie A. Crumpler, one of the defendants, pursuant to summons hereto annexed and marked "exhibit Q" to a bill of complaint exhibited against herself and others in the Circuit Court of Nansemond County, by C. H. Bull trading as C. H. Bull & Co.

This respondent reserving to herself the benefit of all just exceptions to said bill for answer thereto or to so much thereof as she is advised that it is material she should answer answers and says, that she knows nothing whatsoever of the controversy between the said C. H. Bull & Co., and the other defendants to the said suit, excepting herself and Wm. M. Crumpler, trustee, but this respondent answers and says that on May 30th, 1908, by Deed of Trust duly recorded on the 25th day of June, 1908 in D. B. No. 65, page 14 in the Clerk's Office of Nansemond County, which HAS NOT BEEN SATISFIED and which this respondent alleges has priority to the rights of all other parties to this suit, Cornelia V. Felton and T. E. Felton, her husband, conveyed to Wm. M. Crumpler, trustee, in trust to secure to this respondent the sum of Two hundred and fifty (\$250.00) dollars the following described property

All that certain tract or parcel of land, situate, lying, and being in Holy Neck Magisterial District, of Nansemond County, Virginia, containing Twenty-one and one half (21 1/2) acres and bounded as follows: On the North by the lands of Kilby Knight; on the Southeast by the land of John R. Copeland; and on the West by the lands of John Walton, it being the same property conveyed to the said Cornelia V. Felton by deed from B. L. Saunders, trustee, by deed duly recorded in the Clerk's Office of Nansemond County.

This respondent invokes the protection of the Court of her every right and interest under the terms of the said foregoing Deed of Trust, requests that her trustee be permitted to sell the said property under the terms of the said trust deed, and thereby satisfy the indebtedness due her, and denies all fraud, unlawful combination, and confederacy; and having fully answered the complainant's bill, prays to be hence dismissed with her reasonable cost by her in this behalf expended. And she will ever pray etc.

Lawrence H. Hume
P. q.

Sallie A. Crumpler
Defendant.

Virginia,
City of Suffolk
County of Nansemond, to-wit:

This day personally appeared before me John F. Pinner, a Notary Public in and for the County and State aforesaid, Sallie A. Crumpler, whose answer is above written and made oath that the statements contained in the said answer so far as made of her own knowledge are true, and so far as made from knowledge or information derived from others she believes to be true.

Given under my hand this 10th day of July 1911.

My term of office expires on the 27th day of Sept 1914

John F. Pinner
Notary Public.

C. H. Bull & Co.

C. V. Felton & others.

Answer of Sallie
A. Brimmer.

1911-July 10- Filed
M. M. Watkins & Co.

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

C. H. Bull, trading as C. H. Bull & Company,

vs.

Cornelia V. Felton and others.

The joint and separate answers of M. C. Riddick, J. E. B. Holladay, trustee, K. B. H. Pretlow, F. A. Holladay, J. C. Holladay, J. E. B. Holladay, J. P. Lee, trustee, and John T. Duke and Drusila F. Duke, his wife, to a bill in chancery exhibited against them and others in the Circuit Court of Nansemond County by C. H. Bull, trading as C. H. Bull & Company.

These respondents, reserving to themselves, jointly and severally, the benefit of all just exceptions to said bill, for answer thereto, or to so much thereof as they are advised that it is material for them to answer, answer and say:

On June 9, 1906, Mrs. J. B. H. Holladay departed this life seized and possessed of the two tracts of land referred to in complainant's bill.

By deed dated the 4th day of September, 1907, K. B. H. Pretlow and others, the children and heirs at law of the said J. B. H. Holladay, conveyed the said two tracts of land referred to in complainant's bill to C. V. Felton and T. E. Felton.

The said deed as aforesaid was made to the said C. V. Felton and T. E. Felton in order that the said C. V. Felton and T. E. Felton might be in a position to reserve the standing timber on both tracts of land, and thereafter make a deed of trust on said standing timber so that they might be able to secure and pay for said standing timber and the purchase price of one of the said tracts of land. When the deed for both tracts was made by the Holladay heirs to the said Felton, it was with the distinct understanding and upon the trust that one of

the same should be conveyed to John T. Duke.

On the said 4th day of September, 1907, the said T. E. Felton and Cornelia V. Felton gave the deed or trust to J. P. Lee, trustee, mentioned in complainant's bill, to secure a part of the purchase price of said land. On the same date, and as part and parcel of one and the same transaction, the said Cornelia V. Felton and T. E. Felton conveyed to John T. Duke, in accordance with the agreement as aforesaid, and in execution of the trust as aforesaid, the tract of one hundred and eighty-four (184) acres, mentioned in said bill and described in the deed therein referred to. This particular tract of land was conveyed to the said John T. Duke in accordance with an agreement made between the said John T. Duke and the said Holladay heirs, and the purchase price therefor, which had been agreed upon between the said John T. Duke and the said Holladay heirs, was paid by the said John T. Duke to the said Holladay heirs. In order to secure the money with which to pay the purchase price of said tract of land, the said John T. Duke and wife made a deed of trust to J. E. B. Holladay, trustee for M. C. Riddick, and the amount secured by the said deed of trust was paid to the said Holladay heirs on account of the purchase price of the tract of land conveyed as aforesaid to the said John T. Duke. The said John T. Duke had made an agreement to buy this land of the Holladay heirs before the said deed to T. E. Felton and C. V. Felton was ever made and executed, and had arranged for the payment of the purchase price thereof as aforesaid, and while both of said tracts of land were conveyed to the said T. E. Felton and C. V. Felton, it was with the distinct understanding and upon the trust that, as a part of one

and the same transaction, the said T. E. Felton and Cornelia V. Felton would make the deed to the said John T. Duke as aforesaid.

The said T. E. Felton and Cornelia V. Felton, in order to secure the balance of the purchase price due and owing to the Holladay heirs, after part of same had been paid by the said John T. Duke as aforesaid, made a deed of trust to J. E. B. Holladay, trustee for C. H. Bull, trading as C. H. Bull & Company, for Sixteen Hundred Dollars (\$1600). This deed of trust covered the standing timber, reserved as aforesaid, on the Duke tract of land and also on the tract of land retained by the said Felton. At the time this deed of trust was given, the said T. E. Felton and wife gave the said C. H. Bull, trading as C. H. Bull & Company, a bond for Sixteen Hundred Dollars (\$1600), the very same bond on which the judgment referred to in complainant's bill was obtained. At the same time the said C. H. Bull, trading as C. H. Bull & Company, gave the Holladay heirs his acceptance for Sixteen Hundred Dollars (\$1600). This acceptance was reduced and curtailed from time to time until the full amount thereof had been paid to the said Holladay heirs. A copy of said deed of trust to the said J. E. B. Holladay, trustee for C. H. Bull & Company, is filed herewith and asked to be read as a part hereof.

These respondents, therefore, are advised and believe that said bond on which judgment was obtained by said complainant has been paid in full. But if the same has not been paid, then, as said bond on which said judgment was obtained, was secured by a lien on said standing timber, and as the said standing timber has been disposed of by and with the consent of the said C. H. Bull & Company, these respondents are entitled to an account from the said C. H. Bull, trading as C. H. Bull & Company, showing the value of the proceeds of sale of said timber, and are entitled to have said judgment credited with the proceeds of sale thereof.

It is true that the deed from Cornelia V. Felton and T. E. Felton, her husband, to John T. Duke and wife, dated September 4, 1907, was admitted to record November 13, 1909, and that the deed of trust from John T. Duke and Drusila F. Duke, his wife, to J. E. B. Holladay, trustee, to secure a debt due Mrs. M. C. Riddick, dated Sept. 4, 1907, was admitted to record October 16, 1907, and that the complainant's judgment was entered and docketed on August 3, 1909; but it is not true that said judgment is a lien upon the one hundred and eighty-four acre tract of land, as alleged in said complainant's bill, and for the following reasons:

1st. Because Cornelia V. Felton and T. E. Felton were neither possessed of nor entitled to the said 184-acre tract of land, as alleged in complainant's bill, when the judgment sought to be enforced was recovered. They had neither the possession of nor any beneficial interest in same at said time. The said tract of land was conveyed as aforesaid to said T. E. Felton and Cornelia V. Felton, but the said T. E. Felton and Cornelia V. Felton never paid any part of the purchase price for the said 184-acre tract of land, and were not expected to pay any part thereof, the same being conveyed to them upon the trust that they should immediately re-convey the same to the said John T. Duke. The said 184-acre tract of land conveyed to the said T. E. Felton and wife was charged with a trust paramount to the rights of the said complainant.

2nd. Because the deed from the Holladay heirs to T. E. Felton and wife, the deed from T. E. Felton and wife to John T. Duke, the deed of trust from John T. Duke and wife to J. E. B. Holladay, trustee, were made as part and parcel of one and the same transaction, in accordance with an agreement made before said deeds were executed, and constituted one and the same act. As soon as the land was conveyed to T. E. Felton and

wife, in trust as aforesaid, it was immediately conveyed by them to John T. Duke, and the said John T. Duke and wife immediately re-conveyed said land to a trustee to secure the purchase price thereof, and neither the said T. E. Felton nor the said John T. Duke had any interest in said land subject to the judgment lien as against the said deed of trust to the said J. E. B. Holladay, trustee for M. C. Riddick.

3rd. Because the seisin of the said T. E. Felton and wife in said land was not such an interest as became subject to the lien of the said judgment against him in preference to the deed made by T. E. Felton and wife to John T. Duke, or in preference to the deed of trust made by John T. Duke and wife to J. E. B. Holladay, trustee as aforesaid.

These respondents charge and allege that the said John T. Duke and wife hold said land free from the lien of said judgment, and that the deed of trust from John T. Duke and wife to J. E. B. Holladay, trustee for M. C. Riddick, is the only legal lien thereon.

These respondents are advised and believe that said T. E. Felton and Cornelia V. Felton own lands subject to the lien of said judgment and that said lands may be subjected to the payment thereof: if said judgment is a valid one, and has not been paid.

And now having fully answered said complainant's bill, these respondents pray to be hence dismissed with their reasonable costs etc.

M. C. Riddick J. E. B. Holladay Trustee.
 J. E. B. Holladay -
 H. B. Pretlow
 J. E. Holladay
 D. T. Duke
 J. T. Duke
 J. T. Duke

C. H. Bull

v. }

Cornelia Felton et al.

Answers of

M. C. Reddick and
others

VIRGINIA, Nansemond County, To-wit:

This day personally appeared before me, L. P. Holland, a Notary Public in and for the County and State aforesaid, M. C. Riddick, J. E. B. Holladay, K. B. H. Pretlow, J. C. Holladay, J. E. B. Holladay, trustee, J. P. Lee, trustee, F. A. Holladay, J. T. Duke and D. F. Duke, the respondents named in the foregoing answer, and made oath before me in my said County that the facts and allegations contained therein are true, to the best of their knowledge and belief.

Given under my hand this 24th day of April, 1913.

My term of office expires 18th day of June, 1914.

L. P. Holland N. P.

C. H. Bull

vs.) ANSWER.
)

Cornelia Felton et als.

Filed April 21, 1913

*A. E. Bunting,
Clerk*

HOLLAND & HOLLAND
SUFFOLK, VA.

THE AMENDED BILL OF COMPLAINT OF ELLEN M. BULL, ADMINIS-
TRATRIX OF C. H. BULL, DECEASED, FORMERLY TRADING AS
C. H. BULL & COMPANY.

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

Ellen M. Bull, Administratrix of C. H. Bull, deceased,
formerly trading as C. H. Bull & Company, who sues for herself
as Administratrix and such other lien creditors of T. E. Felton
and Cornelia V. Felton as shall come in, take part in and
share the costs of this suit, complaining sheweth unto the
Court that on the 16th day of July 1909, in the Circuit Court
of the County of Nansemond, C. H. Bull, trading as C. H. Bull
& Company, recovered judgment against Cornelia V. Felton and
T. E. Felton on an instrument waiving Homestead Exemption for
the sum of Sixteen Hundred and 00/100 Dollars (\$1600.00), with
interest thereon from the 24th day of October, 1907, until paid
and \$8.00 costs, the abstract of which judgment is herewith
filed marked Exhibit "A" and prayed to be read as a part of
this bill; that no part of said judgment has ever been paid
that said judgment was duly docketed on August 3rd, 1909 in
the Clerk's Office of the Circuit Court of Nansemond County
and that the records of the Clerk's Office of the Circuit Court
of Nansemond County show that other judgments in favor of other
parties have also been recovered against the said C. V. Felton
and T. E. Felton, which said judgments are apparently not mark-
ed satisfied.

In addition to the same the said C. V. Felton and
T. E. Felton have executed, and there are recorded in the
Clerk's Office of the County of Nansemond, the following deeds
of trust affecting the hereinafter described land:

FIRST! A Deed of Trust to W. M. Crumpler, Trustee,
to secure a debt of \$_____ with interest to S. A.
Crumpler, which said deed of trust is recorded in D. B. #65,
page 14.

SECOND. A deed of trust to J. P. Lee, Trustee to secure a debt of \$_____ with interest to Mrs. Katherine B. H. Pretlow, F. A. Holladay, J. C. Holladay and J. E. B. Holladay, which said deed of trust is recorded in Deed Book #65, page 443.

At the time the said judgment, referred to as Exhibit "A", was docketed in the Clerk's Office of Nansemond County the records of said county show C. V. Felton and T. E. Felton to be seized and possessed in their own right of the two tracts of land conveyed to them by Mrs. Katherine B. H. Pretlow and others by deed dated the 4th day of September, 1907, admitted to record the 19th day of May, 1909, and recorded in the Clerk's Office of Nansemond County, Virginia in Deed Book #66, page 589, a copy of which deed marked Exhibit "B" is hereunto annexed and made a part of this bill; One of said tracts being known as the Hyatt tract, two hundred and forty acres (240) acres) and the second being a tract of one hundred and eighty-four (184) acres.

And that at the time the said judgment, referred to as Exhibit "A", was docketed in the Clerk's Office of Nansemond County the records of said county show Cornelia V. Felton to be seized and possessed in her own right of one tract of land conveyed to her by B. L. Saunders, Trustee by deed dated May 30th, 1908, admitted to record June 25th, 1908, and recorded in the Clerk's Office of Nansemond County, Virginia in Deed Book #66, page 37, the land being described in said deed as follows:

"All that certain tract or parcel of land situate, lying and being in Holy Neck Magisterial District of Nansemond County, Virginia, containing twenty-one and a half (21-1/2) acres and bounded as follows: On the North by the land of Kilby Knight; on the Southeast by the land of John R. Copeland; on the West by the land of John Walton."

It being the same property upon which Cornelius Parker resided and bought by him from Joseph F. Holland, for an accu-

rate description of which reference is here made to the deed above referred to.

Your complainant finds recorded in the Clerk's Office of Nansemond County, Virginia a deed from Cornelia V. Felton and T. E. Felton, her husband, to " John T. Duke and wife" dated September 4th, 1907, admitted to record November 13th, 1909 and recorded in Deed Book #68, page 226, purporting to convey the tract of one hundred and eighty-four (184) acres, mentioned and described in Exhibit "B" hereinabove referred to; and also finds recorded in the Clerk's Office of Nansemond County, Virginia a deed of trust from J. T. Duke and Drusila F. Duke, his wife, to J. E. B. Holladay, Trustee to secure a debt due Mrs. M. C. Riddick, said deed being dated September 4th, 1907, admitted to record October 16th, 1907 and recorded in Deed Book #63, page 198, purporting to convey the tract of one hundred and eighty-four (184) acres which was described in the deed dated the 4th day of September, 1907 from Cornelia V. Felton and T. E. Felton to John T. Duke and wife, above referred to, along with other land belonging to the said John T. Duke and wife.

Your complainant avers that the judgment of C. H. Bull is a lien upon all the land described in Exhibit "B" standing in the name of Cornelia V. Felton and T. E. Felton at the time her judgment was entered and docketed and that her rights as Administratrix are superior to the rights of John T. Duke and wife, whose deed from Felton and wife was recorded after the docketing of C. H. Bull's judgment, and also superior to the deed of trust from John T. Duke and wife to J. E. B. Holladay, Trustee, above referred to.

Your complainant doth further aver and charge that neither C. M. Felton and T. E. Felton, nor either of them, nor any person by them or either of them authorized, did ever sign any contract or agreement in writing with K. B. H. Pretlow, F. A. Holladay, J. C. Holladay and J. E. B. Holladay, or with either or any of

them, for making or executing any sale or conveyance to the said John T. Duke, or to the said John T. Duke and wife, of the one hundred and eighty-four (184) acre tract of land and premises in the bill mentioned and described, or of any interest therein, or to any such effect, or any memorandum or note in writing, of any such agreement.

Your complainant doth further aver and charge that neither K. B. H. Pretlow, F. A. Holladay, J. C. Holladay, and J. E. B. Holladay, called the Holladay heirs, nor either of them, nor any person by them or either of them authorized, did ever sign any contract or agreement in writing with John T. Duke and Drusila F. Duke, his wife, or with either of them for making or executing, or for having made or executed, any sale or conveyance to the said John T. Duke, or to the said John T. Duke and wife of the one hundred and eighty-four (184) acre tract of land and premises in the bill mentioned and described, or of any interest therein, or to any such effect, or any memorandum or note in writing of any such agreement.

Your complainant doth further aver and charge that neither C. V. Felton and T. E. Felton, nor either of them nor any person by them or either of them authorized, did ever sign any contract of agreement in writing with John T. Duke and Drusila F. Duke, his wife, or with either of them for making or executing, or for having made or executed, any sale or conveyance to the said John T. Duke, or to the said John T. Duke and wife of the one hundred and eighty-four (184) acre tract of land and premises in the bill mentioned and described, or of any interest therein, or to any such effect, or any memorandum or note in writing of any such agreement, other than and except the deed hereinabove mentioned from Cornelia V. Felton and husband to "John T. Duke and wife" dated September 4th, 1909, admitted to record November 13th, 1909, and recorded in D. B. #68, page 226.

And the said complainant shall rely upon, and especially insists upon availing herself of, the benefit of the statute of frauds, if any parol agreement or agreements similar to either,

any or all of those in the above last three paragraphs are set up as a defense in this suit.

Your complainant avers and charges that the rents and profits of all of the said land in the bill mentioned will not in five (5) years satisfy the judgments which are liens upon the same and that she is therefore entitled to have the said land sold to satisfy the judgment of C. H. Bull and the other liens thereon.

In consideration whereof she prays that the said Cornelia V. Felton, T. E. Felton, J. T. Duke, Drusila F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee, J. P. Lee, Trustee, Katherine B. H. Pretlow, F. A. Holladay, J. C. Holladay, J. E. B. Holladay, W. M. Crumpler, Trustee and Sallie A. Crumpler be made defendants to this bill and required to answer the same, but not on oath, the oath being expressly waived; that proper process issue; that all proper orders and accounts be directed and taken; that the lien creditors of the said Cornelia V. Felton and T. E. Felton be convened before a master commissioner in chancery of this court; that the lien debts of the said Cornelia V. Felton and T. E. Felton be ascertained and the amounts thereof and their order of priority of lien be established; that if it appears that the rents and profits of the said land will not in five (5) years pay the judgments which are liens upon the same that it or so much thereof as will suffice to satisfy the liens thereon and the costs of suit and sale be sold and the proceeds thereof be applied to the payment of the said costs and liens; that if such rents will so suffice the said land be rented out and the rents and profits thereof be applied to the said liens until they are fully satisfied; and that all such other further and general relief may be given as in the premises is just and right.

And your complainant will ever pray, etc.

John M. Bull, Attorney at Law
Carl B. Bull, Attorney at Law

STATE OF VIRGINIA,

CORPORATION OF THE CITY OF NORFOLK, TO-WIT:

Davis This day personally appeared before me, Delamater, a Notary Public for the Corporation aforesaid, in the State of Virginia, F. F. Priest, who being by me first duly sworn, made oath that he has read the foregoing; that he was during the life-time of C. H. Bull closely associated with all, and in active charge of many, of the business transactions of the said C. H. Bull; that when the said C. H. Bull became a bankrupt he was ~~appointed receiver~~, and afterwards chosen trustee, of his estate; from the information obtained as aforesaid, and from his general knowledge in respect to the circumstances, he believes that the averments in the foregoing writing contained are true and correct.

F. F. Priest

Subscribed and sworn to before me this 17 day of
July, 1913.

Delamater Davis

Notary Public.

In the Circuit Court of
Nansemond County.

W. H. Bull & Co.,

v.

C. V. Felton et als

Amended

Bill

JAMES H. CORBITT
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

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

C. H. Bull, trading as C. H. Bull & Company, who
sues for himself and such other lien creditors of T. E. Fel-
ton and Cornelia V. Felton as shall come in, take part in and
share the costs of this suit, complaining sheweth unto the
court that on the 16th day of July, 1909, in the Circuit Court
of the County of Nansemond, C. H. Bull, trading as C. H. Bull
& Company, recovered judgment against Cornelia V. Felton and
T. E. Felton on an instrument waiving Homestead Exemption for
the sum of Sixteen Hundred and 00/100 Dollars (\$1600.00), with
interest thereon from the 24th day of October, 1907 until paid
and \$8.00 costs, the abstract of which judgment is herewith
filed marked Exhibit "A" and prayed to be read as a part of
this bill; that no part of said judgment hath ever been paid;
that said judgment was duly docketed on August 3rd, 1909 in
the Clerk's Office of the Circuit Court of Nansemond County
and that the records of the Clerk's Office of the Circuit
Court of Nansemond County show that other judgments in favor
of other parties have also been recovered against the said
C. V. Felton and T. E. Felton, which said judgments are ap-
parently not marked satisfied.

In addition to the same the said C. V. Felton and
T. E. Felton have executed, and there are recorded in the
Clerk's Office of the County of Nansemond, the following deeds
of trust affecting the hereinafter described land:

FIRST. A deed of trust to W. M. Crumpler, Trustee
to secure a debt of \$_____ with interest to S. A.
Crumpler, which said deed of trust is recorded in D. B. #65,
page 14.

SECOND. A deed of trust to J. P. Lee, Trustee to
secure a debt of \$_____ with interest to Mrs.

Katherine B. H. Pretlow, F. A. Holladay, J. C. Holladay and J. E. B. Holladay, which said deed of trust is recorded in Deed Book #65, page 443.

At the time the said judgment, referred to as Exhibit "A", was docketed in the Clerk's Office of Nansemond County the records of said county show C. V. Felton and T. E. Felton to be seized and possessed in their own right of the two tracts of land conveyed to them by Mrs. Katherine B. H. Pretlow and others by deed dated the 4th day of September, 1907, admitted to record the 19th day of May, 1909, and recorded in the Clerk's Office of Nansemond County, Virginia in Deed Book #66, page 589, a copy of which deed marked Exhibit "B" is hereunto annexed and made a part of this bill: one of said tracts being known as the Hyatt tract, two hundred and forty acres (240 acres) and the second being a tract of one hundred and eighty-four (184) acres.

And that at the time the said judgment, referred to as Exhibit "A", was docketed in the Clerk's Office of Nansemond County the records of said county show Cornelia V. Felton to be seized and possessed in her own right of one tract of land conveyed to her by B. L. Saunders, Trustee by deed dated May 30th, 1908, admitted to record June 25th, 1908, and recorded in the Clerk's Office of Nansemond County, Virginia in Deed Book #66, page 37, the land being described in said deed as follows:

"All that certain tract or parcel of land situate, lying and being in Holy Neck Magisterial District of Nansemond County, Virginia, containing twenty-one and a half ($21\frac{1}{2}$) acres and bounded as follows: on the North by the land of Kilby Knight; on the Southeast by the land of John R. Copeland; on the West by the land of John Walton."

It being the same property upon which Cornelius Parker resided and bought by him from Joseph F. Holland, for an accurate description of which reference is here made to the deed above referred to.

Your complainant finds recorded in the Clerk's Office of Nansemond County, Virginia a deed from Cornelia V. Felton and T. E. Felton, her husband, to "John T. Duke and wife" dated September 4th, 1907, admitted to record November 13th, 1909 and recorded in Deed Book #68, page 226, purporting to convey the tract of one hundred and eighty-four (184) acres, mentioned and described in Exhibit "B" hereinabove referred to; and also finds recorded in the Clerk's Office of Nansemond County, Virginia a deed of trust from J. T. Duke and Dusila F. Duke, his wife, to J. E. B. Holladay, Trustee to secure a debt due Mrs. M. C. Riddick, said deed being dated September 4th, 1907, admitted to record October 16th, 1907 and recorded in Deed Book #63, page 198, purporting to convey the tract of one hundred and eighty-four (184) acres which was described in the deed dated the 4th day of September, 1907 from Cornelia V. Felton and T. E. Felton to John T. Duke and wife, above referred to, along with other land belonging to the said John T. Duke and wife.

Your complainant avers that his judgment is a lien upon all the land described in Exhibit "B" standing in the name of Cornelia V. Felton and T. E. Felton at the time his judgment was entered and docketed and that his rights are superior to the rights of John T. Duke and wife, whose deed from Felton and wife was recorded after the docketing of your complainant's judgment, and also superior to the deed of trust from John T. Duke and wife to J. E. B. Holladay, Trustee, above referred to.

The orator avers and charges that the rents and profits of the said land will not in five (5) years satisfy the judgments which are liens upon the same and that he is therefore entitled to have the said land sold to satisfy his own and the other liens thereon.

In consideration whereof he prays that the said Cornelia V. Felton, T. E. Felton, J. T. Duke, Dusila F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee, J. P. Lee, Trustee Katherine B. H. Pretlow, F. A. Holladay, J. C. Holladay, J. E. B. Holladay, W. M. Crumpler, Trustee and Sallie A. Crumpler be made defendants to this bill and required to answer the same, but not on oath, the oath being expressly waived; that proper process issue; that all proper orders and accounts be directed and taken; that the lien creditors of the said Cornelia V. Felton and T. E. Felton be convened before a master commissioner in chancery of this court; that the lien debts of the said Cornelia V. Felton and T. E. Felton be ascertained and the amounts thereof and their order of priority of lien be established; that if it appears that the rents and profits of the said land will not in five (5) years pay the judgments which are liens upon the same that it or so much thereof as will suffice to satisfy the liens thereon and the costs of suit and sale be sold and the proceeds thereof be applied to the payment of the said costs and liens; that if such rents will so suffice the said land be rented out and the rents and profits thereof be applied to the said liens until they are fully satisfied; and that all such other further and general relief may be given as in the premises is just and right.

And your complainant will ever pray, etc.

Tested

By J. H. Corbitt, Atty.

James H. Corbitt, p. g.

C. H. Bull, trading as
C. H. Bull & Co.,

v.
C. V. Felton and others

B I L L.

JAMES H. CORBITT

ATTORNEY AND COUNSELLOR AT LAW

SUFFOLK, VIRGINIA

1911-June 5. Filed
H. M. Watkins D.C.

C.H. Buel & Co

vs.

C.V. Felton & others -

1911. May 25 - Process issued returnable to
First June Rules - Executed on
or service accepted by C.V. Felton,
J.E. Felton, J.T. Duke, Dursila
T. Duke, M.C. Riddick, J.E.B.
Holladay, Trustee, J.P. Lee, Trustee,
Katherine B.H. Pretlow, F.A. Holladay,
J.C. Holladay, J.B. Holladay, W.M.
Crumpler, Trustee and Sallie A.
Crumpler
- 1911 - June 5 - Bill filed and Decree nisi as
to all defendants mentioned above -
- 1911, June 19 - Decree nisi confirmed as to
all defendants and cause set
for hearing -
- 1911 - July 8 - Answer of W.M. Crumpler, Trustee
filed -
- 1911 July 10 - Answer of Sallie A. Crumpler filed -

Notes

J. S. Corbitt

C. H. Buel - Co.

or to the same

C. H. Buel - Co.

6

No. 2608

JOSEPH E. B. HOLLADAY
ATTORNEY AT LAW
616 MAIN STREET, SUFFOLK, VIRGINIA

Nov 25th

190 7

PAY TO THE ORDER OF

J. C. Holladay

\$ 442⁰⁰

Four Hundred & Forty Two

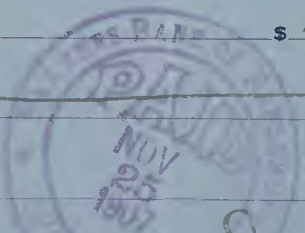
DOLLARS

CENTS,

1/4 part

FARMERS BANK OF NANSEMOND,
SUFFOLK, VA. }

J. E. B. Holladay



~~Whitney~~

No 7

No. 2609

JOSEPH E. B. HOLLADAY
ATTORNEY AT LAW
616 MAIN STREET, SUFFOLK, VIRGINIA

Nov 25th

190 *7*

PAY TO THE ORDER OF

F. A. Holladay

\$ *442⁰⁰*

Four Hundred & Forty Two DOLLARS

CENTS,

1/4 part

FARMERS BANK OF NANSEMOND,
SUFFOLK, VA. }

J. E. B. Holladay

W. H. Halladay
No 8

No. **2610**

**JOSEPH E. B. HOLLADAY
ATTORNEY AT LAW
616 MAIN STREET, SUFFOLK, VIRGINIA**

Nov 25th

190*7*

PAY TO THE ORDER OF

K. B. H. Pittsner

\$ *447⁰⁰*

Four Hundred & Forty Two

DOLLARS

CENTS.

1/4 part

FARMERS BANK OF NANSEMOND,
SUFFOLK, VA. }

J. E. B. Holladay

No 9

H. B. Prather

NO. 2549

JOSEPH E. B. HOLLADAY,
ATTORNEY-AT-LAW.

SUFFOLK, VA., Oct 12th 1907

PAY TO THE ORDER OF J. J. Luke \$ 600—

Six Hundred DOLLARS,

20 pay off Mrs. M. & money

FARMERS BANK OF NANSEMOND,
SUFFOLK, VA. }

J. E. B. Holladay

No 6

J. T. Duke

No. 2558

JOSEPH E. B. HOLLADAY,
ATTORNEY-AT-LAW.

SUFFOLK, VA., Oct 14th 1902

PAY TO THE ORDER OF J. C. Holladay \$ 475⁰⁰
Four Hundred & Seventy five DOLLARS,

1/4 part less \$150-

FARMERS BANK OF NANSEMOND, }
SUFFOLK, VA.

J. E. B. Holladay

W. Halladay

no 5

No. 2550

JOSEPH E. B. HOLLADAY,
ATTORNEY-AT-LAW.

SUFFOLK, VA., Oct 12 1907

PAY TO THE ORDER OF J. C. Holladay \$150—

One Hundred & Fifty & 00/100 DOLLARS,

FARMERS BANK OF NANSEMOND,
SUFFOLK, VA. }

J. E. B. Holladay

J. Halladay

No. 4

No. 2554

JOSEPH E. B. HOLLADAY,
ATTORNEY-AT-LAW.

SUFFOLK, VA., Oct 14th 1902

PAY TO THE ORDER OF F. A. Holladay \$ 575.⁰⁰

Five Hundred & Seventy five DOLLARS,

1/4 part less \$50-

FARMERS BANK OF NANSEMOND,
SUFFOLK, VA. }

J. E. B. Holladay

J. M. Halloway

No. 3

JOSEPH E. B. HOLLADAY,
ATTORNEY-AT-LAW.

No. _____

SUFFOLK, VA., Oct 12 1907

PAY TO THE ORDER OF J. E. B. Holladay \$ 50⁰⁰

Fifty DOLLARS,

FARMERS BANK OF NANSEMOND, }
SUFFOLK, VA.

J. E. B. Holladay

No 2

No. 2556-

JOSEPH E. B. HOLLADAY,
ATTORNEY-AT-LAW.

SUFFOLK, VA., Oct 14th 1907-

PAY TO THE ORDER OF K. B. H. Pritton \$ 625.⁰⁰

Six Hundred & Twenty five DOLLARS,

1/4 part of \$2500-

FARMERS BANK OF NANSEMOND, }
SUFFOLK, VA.

J. E. B. Holladay

No. 1

to the President

Dear Sir

GEO. E. BUNTING
CLERK OF CIRCUIT COURT OF
NANSEMOND COUNTY
SUFFOLK, VA.

check

Judge R. H. Rawles, City,
City

Obtained
July 16 1909 }
Jury meat :
On note dated
Oct 24. 1907

Dyckhill
Aug 3. 1909.

Holladay & Co to Fulton.
Debited
Sept. 4. 1909
Received
May 19 1909

Fulton & wife
Sept. 4. 1909
Nov.
Deeds ~~Fulton~~
& J. J. Decker
Nov 13. 1909

Decker & wife
Sept 4. 1909
Deeds ~~Decker~~
Oct 16. 1909.

Holladay hair
to send date Sept. 4. 1907
Hillman
66-589

Received
19 May 1909

Hillman
to send date ^{Oct 3} Sept. 4 1907
See, Hunter 65-443 for ~~the~~ Hillman
Holladay

May 19 1909

Hillman
to Sept. 4. 1907
date 68-224

Nov. 13. 1909

Slater
to 1907
Reddish Hunter 63-198

Oct 16 1907

Hillman
to on timber only
Holladay Hunt 24 Oct 1907
Dr. Brown

Informant Aug 3. 1909

240. a
184. .

Holladay
No a pregnant with Slater
as to their land
But with Hillman?

Holladay hair did not care to
whom Hillman will land?

Mr. R. H. Rawles, Atty

TO G. E. BUNTING, CLERK CIRCUIT COURT
OF NANSEMOND COUNTY
SUFFOLK, VA.,

1912

103.

	TAX, \$	TRANSFER, \$	CLERK, \$	
Nov. 11				\$ 1 35
Do making copy of deed from Cornelia V. Felton & hus - to - John D. Duke & wife				
Oct. 23				2 15
Copies of Felton & Duke deeds				\$ 3 50

Paid

191

Clerk

63, 198

4 Sept. 1907.

John T. Duke & Drucilla Francis Duke
to

J. E. B. Holladay, Trustee

(3rd tract mentioned: all that certain tract
land which was described in a deed dated 4
Sept. 1907, from Cornelia V. Felton & J. E. Felton
to John T. Duke & wife, containing 184 acres,
to secure to Mrs. M. C. Riddick

\$2100. evidenced by bond given date &
payable on demand.

Homestead waived.

Recorded Oct. 16, 1907.

68, 226

4 Sept. 1907

Cornelia V. Felton & J. E. Felton

to

John T. Duke & wife.

\$1500, cash in hand paid,

all that certain tract of land & buildings in
Holy Meek, Dis, etc.

It is understood that the said parties
of first part are selling only the land to
said parties of second part, for as to

the timber on the said tract of land, the
said parties of first part have entered into
a contract pertaining to same and only until
the contract expires, the said timbered
land on the said tract also belongs to
the parties of second part. Possession to
the said timber begins at once, but the
land in cultivation changes, possession
can not be given before Jan. 1, 1908,
184 acres,

No. 3, p. 103
K. E. Barnett & Co.

v.

J. E. Felton & C. V. Felton

\$160.²⁷ Int. from 8. March. 1908
+ 6.⁶⁰ costs,

(4) Homestead waived on \$157.³⁰

Rendered Jan. 1909

Docketed Feb. 8. 1909.

No. 3, p. 124

C. H. Bull, trading as
C. H. Bull & Co.

v.

C. V. Felton & J. E. Felton

(6) \$1600. Int. 24 Oct. 1907 + \$8.⁰⁰ costs.
Homestead exemption waived,

Rendered July 16. 1909

Docketed Aug 3, 1909.

Bull v. Fulton

65, 443

3rd Oct. 1907, Recorded May 19. 1909.

Cornelia V. Pelton & D. E. Pelton,

to J. P. Lee, Trustee

(5)

All the land and building known as the Hyatt tract, containing 240 acres, more or less, This is the same land that was the heirs of Mrs. J. B. H. Holladay, deceased same being conveyed to Cornelia V. Pelton & D. E. Pelton, the 4th day of Sept. 1907.

to secure to Mrs. K. B. H. Pultow, F. A. Holladay, J. C. H. & J. E. B. H. \$1500. bond given date, payable on demand,
Homestead Waived.

68, 226

4 Sept. 1907, Recorded 13 Nov. 1909.

Cornelia V. Pelton & D. E. Pelton to Mrs. J. Burke

\$1500. land, ^{understood} selling only land, for as to timber

(7)

parties of first part have entered into a contract pertaining to same & only until contract expires the said timber land on said tract also belongs to the parties of the second part. Possession to the said timber commences at once, but the land in cultivation & houses possession can not be given before Jan. 1. 1908.

(homestead)
~~42, 34~~ (63.198) ~~thru 7 homesteads~~
~~54, 664~~ 66.589
 56, 141
 51, 302
~~63, 165~~
 ✓ 65, 14
 ✓ 65, 443.
 68, 226, Duke Deed of B. S.
~~65, 475~~ Chattels

65, 14

30 May 1908, Recorded June 25, 1908,
 Cornelia V. + D. E. Felton to
 W. M. Crumpler, Trustee

(3)

All that certain tract or parcel of land
 lying in Stoby Neck Mag. Dis. H. Co. Va.
 containing $2\frac{1}{2}$ acres & bounded as follows:
 On North by land of Kirby Knight, on
 Southeast by land of John R. Copeland
 on West by the lands of John Walton
~~to wit~~ being same land conveyed to
 Cornelia V. Felton by deed from B. L. Sanders
 Trustee for Cornelia & Eliza Parker,
 to secure to S. A. Crumpler \$250. bond
 of even date made by said Cornelia V.
 Felton & D. E. Felton & payable on demand
 Int. semiannually, Homestead Waived.

That for in consideration of the sum of \$1500.
cash in hand paid, the receipt whereof is hereby
acknowledged, said parties of first part do
grant unto the parties of second part,
with full warranty all that certain tract
of land & buildings in Stoly Neck Sec. the
said tract is situated on the South side
of County road, said land is about 5 miles
West of Suffolk, Va.

Judgments

No. 2. p. 156

Alfred B. Cramer

v. \$275.81, Int. from 1 July 1898

E. E. Hollen J. E. Felton + \$7.45 costs.

p. q.

Rendered Oct. 1898

(1)

Docketed Oct. 26, 1898

~~Warranted~~ (?)

No. 3, p. 12

C. B. Duke } \$6.84, Int. from 26. Aug.

v

1905 + \$1. costs,

(2)

J. E. Felton

Rendered Dec. 18. 1905

Docketed March 14. 1906.

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA

Sergeant of the City of Suffolk
TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON C. V. Felton, T.E. Felton,
J. T. Duke, Dusila F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee,
J. P. Lee, Trustee, Katherine B. H. Pretlow, F. A. Holladay, J.C. Holladay,
J. E. B. Holladay, W. M. Crumpler, Trustee and Sallie A. Crumpler,

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the First a Monday in June, 1911, to answer

a Bill in Chancery, exhibited against them

in the said Court by C. H. Bull trading as C. H. Bull & Company

And have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this 25th day of
May, 1911, in the 13^{5th} year of the Commonwealth.

~~A copy~~ Teste:

~~CLERK~~

Teste:

R. R. Smith
By A. L. Smith CLERK

J. H. Corbett p. q.

C. H. Bull & Co

vs.

IN CHANCERY.

C. P. Feltan & others

1911

June

Rules.

First

Monday.

NANSEMOND CIRCUIT COURT.

PROCESS BOOK, No. 2

PAGE 98

We certify that the above
processes were served on the
persons named in the within
processes at the same place
and date as is shown in the
return of the sheriff of the
county of Norfolk.

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON C. V. Felton, T. E. Felton
J. T. Duke, Dusila F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee,
J. P. Lee, Trustee, Katharine B. H. Pretlow, F. A. Holladay, J. C. Hol-
laday, J. E. B. Holladay, W. M. Crumpler, Trustee and Sallie A. Crumpler

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the First Monday in June, 1911, to answer
a Bill in Chancery, exhibited against them
in the said Court by C. H. Bull, trading as C. H. Bull & Company

And have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this 25th day of
May, 1911, in the 13th year of the Commonwealth.

~~A copy Teste:~~

Teste:

Clerk

Clerk.

R. R. Smith
By A. L. Smith

J. H. Corbitt p. q.

C. H. Bull & Co.

vs.

}

IN CHANCERY.

C. P. Felton & others

1911

June

Rules.

First

Monday.

NANSEMOND CIRCUIT COURT.

PROCESS BOOK, No. 2

PAGE 98

Entered this 30th day of May 1911. by delivering a true
copy of the within process to C. P. Felton. J. E. Felton
J. H. Corbitt and Charles H. Corbitt in person.
The Committee of the Court
J. H. Corbitt Clerk
By Standby of the Court

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA

Sergeant of the City of Suffolk
TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON C. V. Felton, T.E. Felton,
. T. Duke, Dusila P. Duke, M. C. Riddick, J. E. B. Holladay, Trustee,
J. P. Lee, Trustee, Katharine B. H. Pretlow, F. A. Holladay, J. C. Holladay,
J. E. B. Holladay, W. M. Crumpler, Trustee and Sallie A. Crumpler

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the First Monday in June, 1911, to answer

a Bill in Chancery, exhibited against them

in the said Court by C. H. Bull trading as C. H. Bull & Company

And have then and there this summons.

Witness. R. R. SMITH, Clerk of our said Court, at his office, this 25th day of

May, 1911, in the 135th year of the Commonwealth.

~~A copy Teste:~~

Teste:

~~CLERK~~

CLERK.

R. R. Smith
By A. L. Pretty, Clerk

J. H. Corbitt p. q.

Copy for
vs. } IN CHANCERY.

J. E. B. Halladay

1911
June Rules.
First Monday.

NANSEMOND CIRCUIT COURT.

PROCESS BOOK, No. *2*

PAGE *98*

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA,

TO THE *Sergeant of the City of Suffolk,*
~~SHERIFF OF NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON C. V. Felton, T. E. Felton ,
J. T. Duke, Duila F. Duke, M. C. Riddick, J.E.B. Holladay, Trustee,
J. P. Lee, Trustee, Katharine B. H. Pretlow, F. A. Holladay, J.C. Holladay,
J. E. B. Holladay, W. M. Crumpler, Trustee and Sallie A. Crumpler

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the First Monday in June, 1911, to answer

a Bill in Chancery, exhibited against them
in the said Court by C. H. Bull trading as C. H. Bull & Company

And have then and there this summons.

Witness. R. R. SMITH, Clerk of our said Court, at his office, this 25th day of
May, 19 11, in the 13 5th year of the Commonwealth.

~~A copy~~ Teste:

Teste:

Clerk.

Clerk.

R. R. Smith
By A. L. Smith

We acknowledge sufficient and legal service of
the within summons.

J. L. Hill, Trustee
J. E. B. Hareaday, Trustee
J. E. B. Hareaday
J. A. Hareaday
J. B. H. Preilow
J. C. Hareaday

J. H. Conkitt
p. q.

E. H. Dwell & Co.

vs.
IN CHANCERY.

E. J. Fallon & others

1911

June
Rules.

First
Monday.

NANSEMOND CIRCUIT COURT.

PROCESS BOOK, No. 2

PAGE 98

6/20/11

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

Sergeant of the City of Suffolk,
TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON C. V. Felton, T.E. Felton,
J. T. Duke, Dusila F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee,
J. P. Lee, Trustee, Katharine B. H. Pretlow, F. A. Holladay, J. C. Holladay,
J. E. B. Holladay, W. M. Crumpler, Trustee and Sallie A. Crumpler

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the First Monday in June, 1911, to answer

a Bill in Chancery, exhibited against them

in the said Court by C. H. Bull trading as C. H. Bull & Company

And have then and there this summons.

Witness. R. R. SMITH, Clerk of our said Court, at his office, this 25th day of
May, 1911, in the 135th year of the Commonwealth.

~~A copy~~ Teste:

Teste:

~~CLERK.~~

CLERK

J. H. Corbett p. q.

Copy for
vs. } IN CHANCERY.

J. C. Holladay

19*11*

June Rules.

First Monday.

NANSEMOND CIRCUIT COURT.

PROCESS BOOK, No. *2*

PAGE *98*

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

Sergeant of the City of Suffolk
TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON C. V. Felton, T.E. Felton,
J. T. Duke, Dusila F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee,
J. P. Lee, Trustee, Katharine B. H. Protlow, F. A. Holladay, J. C. Holladay,
J. E. B. Holladay, W. M. Crumpler, Trustee and Sallie A. Crumpler

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the First Monday in June, 1911, to answer

a Bill in Chancery, exhibited against them

in the said Court by C. H. Bull trading as C. H. Bull & Company

And have then and there this summons.

Witness. R. R. SMITH, Clerk of our said Court, at his office, this 25th day of
May, 1911, in the 135th year of the Commonwealth.

~~A copy~~ Teste:

Teste:

~~CLERK~~

CLERK.

J. H. Corbett p. q.

Copy for
vs. } IN CHANCERY.

F. A. Holladay

1911
June Rules.
First Monday.

NANSEMOND CIRCUIT COURT.

PROCESS BOOK, No. *3*

PAGE *98*

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

TO THE *Sergeant of the City of Suffolk*
~~SHERIFF OF NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON C. V. Felton, & T.E. Felton,
J. T. Duke, Dualla P. Duke, M. C. Riddiek, J. E. B. Holladay, Trustee,
J. P. Lee, Trustee, Katherine B. H. Pretlow, P. A. Holladay, J.C. Holladay,
J. E. B. Holladay, W. M. Crumpler, Trustee and Sallie A. Crumpler

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the First Mouday in June, 1911, to answer

a Bill in Chancery, exhibited against them

in the said Court by C. H. Bull trading as C. H. Bull & Company

And have then and there this summons.

Witness. R. R. SMITH, Clerk of our said Court, at his office, this 25th day of
May, 1911, in the 135th year of the Commonwealth.

~~A copy Teste~~

Teste :

~~CLERK~~

CLERK

R. R. Smith
By A. L. Smith, Sec.

J. H. Corbitt p. q.

Copy for
vs. } IN CHANCERY.

K. B. H. Pethoer

1911
June Rules.
First Monday.

NANSEMOND CIRCUIT COURT.

PROCESS BOOK, No. *3*

PAGE *98*

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

Sergeant of the City of Suffolk,
TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON C. V. Felton, & T.E. Felton,
J. T. Duke, Dusila F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee,
J. P. Lee, Trustee, Katharine B. H. Pretlow, F. A. Holladay, J.C. Holladay,
J. E. B. Holladay, W. M. Crumpler, Trustee and Sallie A. Crumpler

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the First Monday in June, 1911, to answer

a Bill in Chancery, exhibited against them

in the said Court by C. H. Bull trading as C. H. Bull & Company

And have then and there this summons.

Witness. R. R. SMITH, Clerk of our said Court, at his office, this 25th day of
May, 1911, in the 13^{5th} year of the Commonwealth.

A copy Teste +

Teste :

~~CLERK~~

CLERK

R. R. Smith
By A. L. Smith, etc.

J. H. Carbett . p. q.

Copy for

vs. }

IN CHANCERY.

M. E. Riddick

1911

June

Rules.

First

Monday.

NANSEMOND CIRCUIT COURT.

PROCESS BOOK, No. *3*

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CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

TO THE *Sergeant of the City of Suffolk,*
~~SHERIFF OF NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON C. V. Felton, & T.E. Felton,
J. T. Duke, Dusila F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee,
J. P. Lea, Trustee, Katharine B. H. Pretlow, F. A. Holladay, J.C. Holladay,
J. E. B. Holladay, W. M. Crumpler, Trustee and Sallie A. Crumpler

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the First Monday in June, 1911, to answer

a Bill in Chancery, exhibited against them

in the said Court by C. H. Bull trading as C. H. Bull & Company

And have then and there this summons.

Witness. R. R. SMITH, Clerk of our said Court, at his office, this 25th day of

May, 19 11, in the 13 5th year of the Commonwealth.

A copy Teste:

Teste:

~~CLERK~~

CLERK

R. R. Smith
By A. L. Smith, Secy

J. A. Cochrane

p. q.

Copy for

vs.

IN CHANCERY.

J. E. B. Holladay, Trustee

1911

June

Rules.

First

Monday.

NANSEMOND CIRCUIT COURT.

PROCESS BOOK, No. *2*

PAGE *98*

To C. H. Bull, trading as C. H. Bull & Company, -Complainant.

vs. IN CHANCERY.

C. V. Felton, T. E. Felton, J. T. Duke, Dusila F. Duke,
M. C. Riddick, J. E. B. Holladay, Trustee, J. P. Lee, Trustee
Katharine B. H. Pretlow, F. A. Holladay, J. C. Holladay,
J. E. B. Holladay, W. M. Crumpler, Trustee, and Sallie
A. Crumpler.-----Defendants.

You are hereby notified that on the 18th day of August, 1911 at my office in Suffolk, Virginia (at which time and place you are required to attend), I shall take, state and settle the following accounts, which are to be taken, stated and settled and reported to court in pursuance of the decree of the Circuit Court of Nansemond County, Virginia, rendered on the 19th day of July, 1911 in the suit in chancery, pending in said court to which you are parties plaintiff and defendant, to-wit:

(1) An account of the lien debts of record against C. V. Felton and T. E. Felton, jointly and severally, together with their priorities, and in reporting the judgments to state those in which the Homestead Exemption is waived.

(2) An account of the real estate of which the said C. V. Felton is seized and possessed, or in which she is in any way interested together with the annual and fee simple value.

(3) An account of the real estate of which the said T. E. Felton is seized and possessed, or in which he is in any way interested together with the annual and fee simple value.

(4) Whether or not the rents and profits arising from the said real estate will pay the lien debts against the same within five (5) years.

(5) Whether or not there are any delinquent taxes upon the said property.

(6) Any other matter deemed pertinent by the commissioner, or required to be stated by any interested party.

Given under my hand as Commissioner in Chancery of said court the 4th day of August, 1911.

Bradford Kilby
Commissioner in Chancery.

C. H. Bull etc,
w. } In chancery
C. V. Felton et als

Commissioner's Notice

A copy for C. V. Felton

2698.

To C. H. Bull, trading as C. H. Bull & Company--Complainant.

vs. IN CHANCERY.

C. V. Felton, T. S. Felton, J. T. Duke, Susila F. Duke, M. S. Biddick, J. A. R. Holladay, Trustee, J. W. Lee, Trustee, Katherine M. M. Fretlow, W. M. Holladay, J. C. Holladay, J. M. B. Holladay, T. M. Crumpler, Trustee, and Nellie A. Crumpler-----Defendants.

You are hereby notified that on the 18th day of August, 1911 at my office in Suffolk, Virginia (at which time and place you are required to attend), I shall take, state and settle the following accounts, which are to be taken, stated and settled and reported to court in pursuance of the decree of the Circuit Court of Lancaster County, Virginia, rendered on the 18th day of July, 1911 in the suit in chancery, pending in said court to which you are parties plaintiff and defendant, to-wit:

(1) An account of the lien debts of record against C. V. Felton and T. S. Felton, jointly and severally, together with their priorities, and in reporting the judgments to state those in which the homestead exemption is waived.

(2) An account of the real estate of which the said C. V. Felton is seized and possessed, or in which she is in any way interested together with the annual and fee simple value.

(3) An account of the real estate of which the said T. S. Felton is seized and possessed, or in which he is in any way interested together with the annual and fee simple value.

(4) Whether or not the rents and profits arising from the said real estate will pay the lien debts against the same within five (5) years.

(5) Whether or not there are any delinquent taxes upon the said property.

(6) Any other matter deemed pertinent by the commissioner, or required to be stated by any interested party.

Given under my hand as Commissioner in Chancery of said court the 4th day of August, 1911.

Bradford Kelby
Commissioner in Chancery.

C. H. Bull etc,
v. } In chancery

C. V. Felton et als

Commissioner's Notice

A copy for M. C. Riddick

To C. H. Bull, trading as C. H. Bull & Company-----Complainant

vs. IN CHANCERY.

C. V. Felton, T. E. Felton, J. P. Duke, Basila F. Duke, M. B. Riddick, J. E. B. Holladay, Trustee, J. P. Lee, Trustee, Katharine B. E. Pretlow, F. A. Holladay, J. C. Holladay, J. B. B. Holladay, W. M. Crumpler, Trustee, and Sallie A. Crumpler.
-----Defendants.

You are hereby notified that on the 18th day of August, 1911 at my office in Suffolk, Virginia (at which time and place you are required to attend), I shall take, state and settle the following accounts, which are to be taken, stated and settled and reported to Court in pursuance of the decree of the Circuit Court of Hansemond County, Virginia, rendered on the 19th day of July, 1911, in the suit in chancery, pending in said court to which you are parties plaintiff and defendant, to-wit:

(1) An account of the lien debts of record against C. V. Felton and T. E. Felton, jointly and severally, together with their priorities, and in reporting the judgments to state those in which the Homestead Exemption is waived.

(2) An account of the real estate of which the said C. V. Felton is seized and possessed, or in which she is in any way interested together with the annual and fee simple value.

(3) An account of the real estate of which the said T. E. Felton is seized and possessed, or in which he is in any way interested together with the annual and fee simple value.

(4) Whether or not the rents and profits arising from the said real estate will pay the lien debts against the same within five (5) years.

(5) Whether or not there are any delinquent taxes upon the said property.

(6) Any other matter deemed pertinent by the commissioner, or required to be stated by any interested party.

Given under my hand as Commissioner in Chancery of said court the 4th day of August, 1911.

Bradford Kilby

Commissioner in Chancery.

C. H. Bull etc,

v.

C. W. Pelton et als

Commissioner's Notice

A copy for F. A. Hol-
laday

To C. H. Bull, trading as C. H. Bull & Company-----Complainant.

vs. IN CHANCERY.

C. V. Felton, T. E. Felton, J. T. Duke, Dusila F. Duke, M. D. Riddick, J. E. B. Holladay, Trustee, J. P. Lee, Trustee, Katharine B. H. Pretlow, F. A. Holladay, J. C. Holladay, J. E. B. Holladay, W. M. Crumpler, Trustee, and Sallie A. Crumpler.
-----Defendants.

You are hereby notified that on the 18th day of August, 1911 at my office in Suffolk, Virginia (at which time and place you are required to attend), I shall take, state and settle the following accounts, which are to be taken, stated and settled and reported to Court in pursuance of the decree of the Circuit Court of Hansemond County, Virginia, rendered on the 19th day of July, 1911, in the suit in chancery, pending in said court to which you are parties plaintiff and defendant, to-wit:

(1) An account of the lien debts of record against C. V. Felton and T. E. Felton, jointly and severally, together with their priorities, and in reporting the judgments to state those in which the Homestead Exemption is waived.

(2) An account of the real estate of which the said C. V. Felton is seized and possessed, or in which she is in any way interested together with the annual and fee simple value.

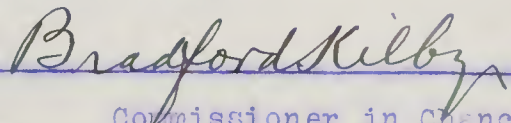
(3) An account of the real estate of which the said T. E. Felton is seized and possessed, or in which he is in any way interested together with the annual and fee simple value.

(4) Whether or not the rents and profits arising from the said real estate will pay the lien debts against the same within five (5) years.

(5) Whether or not there are any delinquent taxes upon the said property.

(6) Any other matter deemed pertinent by the commissioner, or required to be stated by any interested party.

Given under my hand as Commissioner in Chancery of said court the 4th day of August, 1911.



Commissioner in Chancery.

C. H. Bull etc.
v. } In chancery
C. V. Felton et als

Commissioner's Notice

A copy for J. E. B.
Holladay.

to C. H. Bull , trading as C. H. Bull & Company---Complainant.

vs.

IN CHANCERY.

C. V. Felton., F. H. Felton, J. E. Duke, Basile F. Duke, W.
C. Kiddick, J. E. B. Holladay, Trustee, J. F. Lee, Trustee,
Katharine E. M. Pretlow, F. A. Holladay, J. C. Hollada, J. E.
B. Holladay, W. M. Crumpler, Trustee, and Sallie A. Crumpler.
-----Defendants.

You are hereby notified that on the 18th day of August, 1911 at my office in Suffolk, Virginia (at which time and place you are required to attend), I shall take, state and settle the following accounts, which are to be taken, stated and settled and reported to Court in pursuance of the decree of the Circuit Court of Hansemond County, Virginia, rendered on the 19th day of July, 1911, in the suit in chancery, pending in said court to which you are parties plaintiff and defendant, to-wit:

(1) An account of the lien debts of record against C. V. Felton and F. H. Felton, jointly and severally, together with their priorities, and in reporting the judgments to state those in which the Homestead Exemption is waived.

(2) An account of the real estate of which the said C. V. Felton is seized and possessed, or in which she is in any way interested together with the annual and fee simple value.

(3) An account of the real estate of which the said F. H. Felton is seized and possessed, or in which he is in any way interested together with the annual and fee simple value.

(4) Whether or not the rents and profits arising from the said real estate will pay the lien debts against the same within five (5) years.

(5) Whether or not there are any delinquent taxes upon the said property.

(6) Any other matter deemed pertinent by the commissioner, or required to be stated by any interested party.

Given under my hand as Commissioner in Chancery of said court the 4th day of August, 1911.

Bradford Kilby

Commissioner in Chancery.

C. H. Bull etc,
v. } In chancery
C. V. Felton et als

Commissioner's Notice

A copy for J. E. B.
Holladay, Trustee.

To C. H. Bull, trading as C. H. Bull & Company----Complainant.

vs. IN CHANCERY.

C. V. Felton, T. E. Felton, J. T. Duke, Susila F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee, J. R. Lee, Trustee,

Katherine M. E. Fretlow, F. A. Holladay, J. C. Holladay, J. E. B. Holladay, W. M. Crumpler, Trustee, and Sallie A. Crumpler.-----Defendants.

You are hereby notified that on the 19th day of August, 1911 at my office in Suffolk, Virginia (at which time and place you are required to attend), I shall take, state and settle the following accounts, which are to be taken, stated and settled and reported to Court in pursuance of the decree of the Circuit Court of Henric County, Virginia, rendered on the 19th day of July 1911, in the suit in chancery, pending in said court to which you are parties plaintiff and defendant, to-wit:

(1) An account of the lien debts of record against C. V. Felton and T. E. Felton, jointly and severally, together with their priorities, and in reporting the judgments to state those in which the Homestead Exemption is waived.

(2) An account of the real estate of which the said C. V. Felton is seized and possessed, or in which she is in any way interested together with the annual and fee simple value.

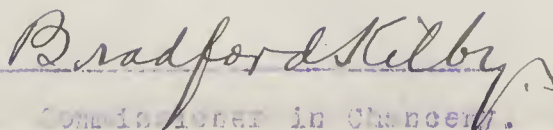
(3) An account of the real estate of which the said T. E. Felton is seized and possessed, or in which he is in any way interested together with the annual and fee simple value.

(4) Whether or not the rents and profits arising from the said real estate will pay the lien debts against the same within five (5) years.

(5) Whether or not there are any delinquent taxes upon the said property.

(6) Any other matter deemed pertinent by the commissioner, or required to be stated by any interested party.

Given under my hand as Commissioner in Chancery of said court the 4th day of August, 1911.


Commissioner in Chancery.

TO THE CLERK OF THE CIRCUIT COURT OF HANSEMOND COUNTY:

C. H. Bull, trading as C. H. Bull & Company,

v.

C. V. Felton, T. E. Felton, J. T. Duke, Dusila
F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee,
J. P. Lee, Trustee, Katherine B. H. Pretlow, F. A.
Holladay, J. C. Holladay, J. E. B. Holladay, W. M.
Crumpler, Trustee, and Sallie A. Crumpler.

Issue summons in chancery to Rules First Monday
of June, 1911.

_____p. q.

JAMES H. CORBITT
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

LONG DISTANCE PHONE 98

May 24th, 1911.

Mr. R. R. Smith, Clerk,
Suffolk, Virginia.

Dear Sir:

In re C. H. Bull, trading as C. H. Bull & Co. v.
C. V. Felton and others:

I am enclosing herewith memorandum for suit along
with the bill. Please have the Sheriff serve at once C. V.
Felton, T. E. Felton, J. T. Duke, Dusila F. Duke, William M.
Crumpler, Trustee, and Sallie A. Crumpler.

You will please send me an original with copies for

M. C. Riddick,
J. E. B. Holladay, Trustee,
J. P. Lee, Trustee,
Katharine B. H. Pretlow,
F. A. Holladay,
J. C. Holladay and
J. E. B. Holladay.

I shall endeavor to get service acknowledged by
those last mentioned, but I must have papers by Thursday
morning.

Very truly,

James H. Corbett
J.

TO THE CLERK OF THE CIRCUIT COURT OF NANSEMOND COUNTY:

C. H. Bull, trading as C. H. Bull & Company,

v.

C. V. Felton, T. E. Felton, J. T. Duke, Dusila
F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee,
J. P. Lee, Trustee, Katherine B. H. Pretlow, F. A.
Holladay, J. C. Holladay, J. E. B. Holladay, W. M.
Crumpler, Trustee, and Sallie A. Crumpler.

Issue summons in chancery to Rules First Monday
of June, 1911.

James H. Collett p. q.

April 10th, 1914.

Mr. James H. Corbitt, Atty.,
for Ellen M. Bull, Admx. of the
Estate of C. H. Bull, deceased,
Suffolk, Virginia.

Dear Sir:

We agree to the sale to Jesse W. Pruden for \$3,500.00 of the 240 acre tract of land conveyed to us by K. B. H. Pretlow and others and that \$250.00 of the said sum be paid to J. M. Butler for his services in negotiating the said sale. Of the remainder, amounting to \$3,250.00, John P. Lee, Trustee in a deed of trust from us to secure a debt due Mrs. K. B. H. Pretlow and others, is to be paid \$75.00 for his services and all costs incurred by him in offering the said property for sale at public auction, you are to be paid \$5.00 for drawing the deed from us to Pruden and the costs, amounting to \$158.99, in the Chancery suit entitled C. H. Bull & Co. v. C. V. Felton and others, and the balance of the \$3250.00 is to be applied on the liens against the property in the order of their priorities.

Very truly,

THIS AGREEMENT, made this the 23rd day of November 1907, by and between Mrs. K. B. H. Pretlow, F. A. Holladay, J. C. Holladay and J. E. B. Holladay, parties of the first part and T. E. Felton, of Suffolk, Virginia, party of the second part.

W I T N E S S E T H:

That whereas, the note for \$16 00.00 given by C. H. Bull & Co., of Norfolk, payable to T. E. Felton and endorsed by K. B. H. Pretlow, F. A. Holladay, J. C. Holladay and J. E. B. Holladay, the note being given October 30th 1907, payable ninety days after date. If this note is paid on maturity is to be considered part payment on the Hyatt farm, in the event that same is paid then the above parties of the first part are to deliver to T. E. Felton the deed of the said Hyatt tract also the Skinner tract. The mortgage of \$1500. on the Hyatt tract is also in part payment of this tract of land (The Hyatt tract) the \$200.00 paid by T. E. Felton is also a payment on the Hyatt tract.

It is understood and agreed that in the event C. H. Bull & Co., fails to take up the paper or by a liberal curtail of same the said right title and interest ceases to all parties, that is as to Bull and T. E. Felton, The lumber remaining on the skids is to at once become the property of the parties of the first part either cut or in logs. This is to embrace the logs that have already been cut on the Hyatt tract which is about three acres of land, approximately 15,000 feet of lumber, and it is understood that the said T. E. Felton is to cease cutting on the Hyatt tract until this note is paid in full, unless further permission is given by the parties of the first part.

It is understood in the event C. H. Bull & Co., does not

does not protect the note for \$1600. then the \$200. paid by T. E. Felton in cash on the Hyatt tract and also the remainder of money on the mortgage on the mill is to be returned to T. E. Felton but he is to pay for the 15,000 feet cut on the Hyatt tract at the rate of \$4.00 per thousand.

T. E. Felton's possession to the Hyatt property begins Jan. 1st 1908.

Witness our hands and seals.

----- (seal)

9----- (seal)

----- (seal)

----- (seal)

----- (seal)

agreement.

THIS DEED, Made the 4th day of September, one thousand nine hundred and seven (1907), between Cornelia V. Felton and T. E. Felton, her husband, of Nansemond County, parties of the first part and John T. Duke and wife of Nansemond County, parties of the second part-

WITNESSETH: That for and in consideration of the sum of \$1500. cash in hand paid, the receipt whereof is hereby acknowledged, the said parties of the first part do grant unto the parties of the second part, with general warranty all that certain tract of land and buildings in Holy Neck District, the said tract is situated on the south side of the county road, said land is about five miles west of Suffolk, Virginia. It is understood that the said parties of the first part are selling only the land to the said parties of the second part, for as to the timber on the said tract of land the said parties of the first part have entered into a contract pertaining to same and only until the contract expires the said timbered land on the said tract also belongs to the parties of the second part. Possession to the said timber commences at once but the land in cultivation and houses possession cannot be given before January 1st, 1908. The said tract is bounded and described as follows:

Beginning at a pine in a small branch a corner of Elisha Duke, thence down said branch 74 1/2 poles to a gum, a corner on said Duke, thence S. 36 1/4 degrees W. 14 1/2 poles to a white oak, thence S. 25 degrees W. 12 poles to a red oak, thence S. 26 degrees W. 18 poles, thence S. 15 degrees W. 8 poles to a white oak, thence S. 4 1/2 degrees E. 16 poles to a gum, thence S. 2 1/2 degrees E. 1 1/2 degrees E. 22 poles to a holly; thence S. 14 3/4 degrees E. 10 1/2 poles to a pine, thence S. 7 1/2 degrees W. 4 1/2 poles to a sweet gum in a small branch a corner on the Burwell Copeland and said Elisha Duke, thence N. 43 1/4 degrees W. 11 1/4 poles to a sweet gum at a ditch, thence up said ditch, S. 74 degrees W. 8 poles, thence S. 76 degrees W. 14 poles, thence S. 88 1/2 degrees W. 4 poles, thence N. 81 1/2 W. 9 poles, thence N. 70 1/2 W. 9 poles, thence S. 79 1/2 degrees W. 11 poles, thence S. 65 1/2

degrees W. 8 poles; thence S. 78 1/2 degrees W. 11 poles, thence N. 88 1/2 W. 29 1/2 poles to a gum a corner in said Burwell Copeland line, thence N. 10 1/2 degrees W. 20 poles, thence N 48 5/4 degrees W. 9 poles to a pine, thence N. 60 degrees W. 11 1/4 poles to a pine, thence N. 9 1/4 degrees E. 23 poles to a pine, thence N. 21 1/2 degrees E. 12 poles, thence ^{N.} 30 1/2 degrees, E. 6 poles to a pine stump and small gum a corner of John Byrd and said Burwell Copeland land, thence N. 30 1/2 degrees E. 67 poles to a pine a corner of the Holland land and said John Byrd, thence N. 30 1/2 degrees W. 53 poles to a pine, at a path, thence N. 8 1/4 W. 7 poles, thence N. 1 degree E. 7 poles, thence N. 2 1/2 degrees W. 19 poles, thence N. 5 degrees W. 8 poles to the center of the A. & D. R. R., thence N. 3 degrees E. 36 poles, thence N. 7 degrees W. 20 poles, thence N. 13 degrees E. 7 poles, thence N. 43 degrees E. 70 poles, thence N. 51 degrees E. 42 poles to an ash in the Beaver Dam Swamp, thence down the run of said swamp to the spring branch thence up said branch the various courses to the center of said A. & D. R. R., thence S. 4 3/4 degrees W. 16 poles, thence S. 3/4 ^{9/4} degrees W. 6 poles, thence S. 1 1/2 degrees W. 4 poles, thence S. 16 3/4 degrees W. 4 poles to a pine Elisha Duke's and Frank Holland's corner, thence S. 41 degrees W. 5 poles, thence S. 45 degrees W. 6 poles, thence S. 66 1/4 degrees W. 9 poles thence S. 54 degrees W. 8 poles to the head of said spring branch, thence S. 4 degrees W. 16 poles, thence S. 11 degrees W. 13 poles to a pine, thence S. 25 degrees W. 12 poles to a pine, thence S. 12 1/2 degrees W. 21 poles to a pine, thence S. 31 degrees W. 3 poles to the beginning and containing one hundred and eighty four (184) acres, more or less, this also is sold in gross but not by acreage.

This is a part of the land that was sold by the heirs of Mrs. J. B. H. Holladay, deceased, to Cornelia V. Felton and T. E. Felton as will be seen by referring to Deed Book, Page in the Clerk's Office of Nansemond County. The said Mrs. Cornelia V. Felton and T. E. Felton covenant that they have the right to convey the said land to the grantees; that they have done no act to encumber the said land; that the grantees shall have quiet

possession of said land, free from all encumbrances, and that they, the said parties of the first part, will execute such further assurances of said land that may be requisite.

Witness the following signatures and seals-

Cornelia V. Felton (SEAL)

Thomas E. Felton (SEAL)

State of Virginia,

County of Nansemond, to-wit:

I, J. C. Holladay, a Justice of the Peace for the county aforesaid, in the State of Virginia, do certify that Cornelia V. Felton and T. E. Felton, her husband, whose names are signed to the writing hereto annexed, bearing date the 4th day of September, 1907, have acknowledged the same before me in my county aforesaid.

Given under my hand this the 4 day of Oct., 1907.

J. C. Holladay, J. P.

In the Office of the Clerk of the Circuit Court for the County of Nansemond on the 13th day of November, 1909:

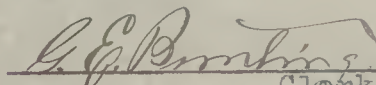
This deed was presented with the certificate annexed and admitted to record.

Teste:

R. R. Smith, Clerk.

By A. P. Gomer, D. C.

A copy, -Teste:


Clerk.

- Copy -
Cornelia V. Felton &
hus.
Do { Deed of
B. & Sale
John D. Duke & wife

D. B. 68 - Page 226

#1.35

THIS DEED, Made this the 4th day of September, One Thousand Nine Hundred and Seven (1907), between John T. Duke and Drusilla Francis Duke, his wife, of Nansemond County, parties of the first part and Joseph E. B. Holladay, of Suffolk, Virginia, chosen as trustee for purposes hereinafter mentioned, party of the second part-

WITNESSETH: That the said parties of the first part do grant unto said party of the second part with general warranty the following property, to-wit:

FIRST: All that certain tract, piece or parcel of land together with all and singular the appurtenances thereon and thereto belonging, situated, lying and being in Nansemond County, to-wit---- Bounded on the east by the land formerly belonging to John G. King now the estate of Elisha Duke; on the south by the land of Mary Ann Milteer, on the west by the land of Mrs. J. B. H. Holladay, deceased, formerly belonging to John R. Copeland on the north by the land of the said estate of Elisha Duke, the said property containing seventyfive (75) acres more or less, and being the same property obtained by the said J. T. Duke by the will of his father, see Will book #6, page 102.

SECOND: The following real estate which was also obtained by the said J. T. Duke, under the will aforesaid, to-wit: Bounded on the east by the land of Robert J. Rawles on the south by the land of C. E. Duke, on the west by the above property; on the north by the land of B. A. Duke, containing eight (8) acres, more or less.

THIRD: All that certain land which was described in a deed dated the 4th day of September, 1907 from Cornelia V. Felton & T. E. Felton, to John T. Duke & wife this is the same tract of land with metes and bounds as described in Deed Book _____ page _____. The said tract of land containing One Hundred and Eighty-four (184) acres more or less.

IN TRUST, to secure to Mrs. M. C. Riddick of Suffolk, Virginia the payment of the sum of \$2100. evidenced by a bond of even date herewith signed by John T. Duke and Drusilla Francis

Dyke, his wife, and payable on demand after date with legal interest from date, payable semi-annually. The said J. T. Duke and Drusilla Francis Duke for their heirs and assigns hereby waive the benefiiss of their homestead exemptions.

In the event that default shall be made in the payment .of the said debt, principal or any instalment of interest when due and payable, then the Trustee, on being required so to do by Mrs. M. C. Riddick, her executors, administrators or assigns, he shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale the same shall be made after first advertising the time, place and terms thereof for fifteen (15) days, in way and manner deemed best by said trustee and upon the following terms, to-wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustee's commission of 5% per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said debt, and if there be any residue of said purchase money the same shall be made payable at such time, and secured in such manner, as the said Trustee shall think fit.

The said parties of the first part covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed so long as they or their heirs or assigns shall hold the same; and further covenant and agree to keep the buildings on the property hereby conveyed insured at his own proper cost and charges for the full amount of \$1000. for the further protection of the said Mrs. M. C. Riddick, or assigns; and in the event of their failure to do so, then the trustee, or the beneficiary under this deed, may effect or renew such insurance from time to time, and pay the premiums thereon and all taxes against the said property so long as the said debt or any part thereof remains unpaid; and the insurance premiums and taxes, whether

paid or unpaid by the said trustee or beneficiary prior to the date of the proposed sale, shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity by which the debt aforesaid may be recoverable.

In case of advertisement under this trust, and the debt herein secured being settled prior to the date of the proposed sale, then the parties of the first part, agree to pay the trustee the sum of \$5.00 for his services in advertising said property, said sum to constitute a part of the lien created by this deed.

If no default shall be made in the payment of the said debt insurance premiums or taxes, then, upon the request of the parties of the first part, a good and sufficient deed of release shall be executed to them at their own proper cost and charges to them, or a marginal release entered in the Clerk's Office, for which the parties of the first part agree to pay to the beneficiary under this deed or my attorney, the sum of \$5.00, inclusive of the Clerk's fee for services in effecting such release.

Witness the following signatures and seals-

J. T. Duke (SEAL).

Dusila F. Duke (SEAL).

State of Virginia,

County of Nansemond, to-wit:

I, J. C. Holladay, a Justice of the Peace for the county aforesaid, in the State of Virginia, whose term of office expires the 1 day of Jan., 1908, do certify that J. T. Duke and Dusila F. Duke, whose names are signed to the writing hereunto annexed, bearing date the 4th day of September, 1907, have acknowledged the same before me in my county aforesaid.

Given under my hand this the 6 day of Sept., 1907.

J. C. Holladay, J. P.

VIRGINIA

In the Clerk's office of the Circuit Court of Nansemond

County the 16th day of October, 1907:

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

Teste: R. R. Smith, Clerk.

By M. M. Watkins, D.C.

A copy,- Teste:

G. E. Bunting, Clerk.

By D. J. Parker, D. C.

Copy

John D. Debe & wife
Do { Deed of Trust

J. B. Holladay
Trustee for Mrs.
M. C. Riddick

D. B. 63 - Pg. 198.

Admitted to record
1907 - Oct. 16th

Ex. H

Fee
\$1.15

THIS DEED, made the 4th day of September, One Thousand Nine Hundred and Seven (1907) between Cornelia V. Felton and T. E. Felton her husband of Nansemond County, parties of the first part and John T. Duke and wife of Nansemond County, parties of the second part.

W I T N E S S E T H :

That for an in consideration of the sum of \$1500., cash in hand paid, the receipt whereof is hereby acknowledged, the said parties of the first part do grant unto the parties of the second part, with general warranty all that certain tract of land and buildings in Holy Neck District, the said tract is situated on the south side of the county road, said land is about five miles west of Suffolk, Virginia. It is understood that the said parties of the first part are selling only the land to the said parties of the second part, for as to the timber on the said tract of land the said parties of the first part have entered into a contract pertaining to same and only until the contract expires the said timbered land on the said tract also belongs to the parties of the second part. Possession to the said timber commences at once but the land in cultivation and houses possession cannot be given before January 1st, 1908. The said tract is bounded and described as follows:

Beginning at a pine in a small branch a corner of Elisha Duke, thence down said branch $74\frac{1}{2}$ poles to a gum a corner on said Duke, thence S. $36\frac{1}{2}$ degrees W. $14\frac{1}{2}$ poles to a white oak, thence S. 25 degrees W. 12 poles to a red oak, thence S. 26 degrees W. 18 poles, thence S. 15 degrees W. 8 poles to a white oak, thence S. $4\frac{1}{2}$ degrees E. 16 poles to a gum, thence S. $2\frac{1}{2}$ degrees E. $10\frac{1}{2}$ poles to

a pine, thence S. $1\frac{1}{2}$ degrees E. 22 poles to a holly,
 thence S. $14\frac{3}{4}$ degrees W. 11 poles, thence S. $7\frac{1}{2}$ degrees
 W. $4\frac{1}{2}$ poles to a sweet gum in a small branch & corner
 on the Burwell Copeland and said Elisha Duke, thence N.
 $48\frac{1}{4}$ degrees W. $11\frac{1}{4}$ poles to a sweet gum at a ditch, thence
 up said ditch S. 74 degrees W. 8 poles, thence S. 76 degrees
 W. 14 poles, thence S. $88\frac{1}{2}$ degrees W. 4 poles, thence N.
 $81\frac{1}{2}$ W. 9 poles, thence N. $70\frac{1}{2}$ W. 9 poles, thence S.
 $79\frac{1}{2}$ degrees W. 11 poles, thence S. $65\frac{1}{2}$ degrees W. 8 poles,
 thence S. $78\frac{1}{2}$ degrees W. 11 poles, thence N. $88\frac{1}{2}$ W.
 $29\frac{1}{2}$ poles to a gum a corner in said Burwell Copeland
 line, thence N. $10\frac{1}{2}$ degrees W. 20 poles thence N. $48\frac{3}{4}$
 degrees W. 9 poles to a pine, thence N. 60 degrees W. $11\frac{1}{4}$
 poles to a pine, thence N. $9\frac{1}{4}$ degrees E. 23 poles to a
 pine, thence N. $21\frac{1}{2}$ degrees E. 12 poles, thence N. $30\frac{1}{2}$
 degrees E. 6 poles to a pine stump and small gum a corner of
 John Byrd and said Burwell Copeland land, thence N. $30\frac{1}{2}$
 degrees E. 67 poles to a pine a corner of the Holland land
 and said John Byrd thence N. $30\frac{1}{2}$ degrees W. 53 poles to
 a pine, at a path, thence N. $8\frac{1}{4}$ W. 7 poles, thence N.
 1 degree E. 7 poles thence N. $2\frac{1}{2}$ degrees W. 19 poles,
 thence N. 5 degrees W. 8 poles to the center of the
 A.&D. R.R., thence N. 3 degrees E. 36 poles, thence N.
 7 degrees W. 20 poles, thence N. 13 degrees E. 7 poles,
 thence N. 43 degrees E. 70 poles, thence N. 51 degrees E.
 43 poles to an ash in the Beaver Dam Swamp, thence down the
 run of said swamp to the spring branch thence up said
 branch the various courses to the center of said A. & D.
 R.R., thence S. $4\frac{3}{4}$ degrees W. 16 poles, thence S.
 $9\frac{1}{2}$ degrees W. 6 poles, thence S. $1\frac{1}{2}$ degrees W. 4 poles,
 thence S. $16\frac{3}{4}$ degrees W. 4 poles to a pine Elisha Duke's
 and Frank Holland's corner thence S. 41 degrees W. 5 poles,
 thence S. 45 degrees W. 6 poles thence S. $66\frac{1}{4}$ degrees W.

9 poles, thence S. 54 degrees W. 8 poles to the head of said spring branch thence S. 4 degrees W. 16 poles thence S. 11 degrees W. 13 poles to a pine, thence S. 25 degrees W. 12 poles to a pine, thence S. 12- $\frac{1}{2}$ degrees W. 21 poles to a pine, thence S. 31 degrees W. 3 poles to the beginning and containing one hundred and eighty four (184) acres, more or less, this also is sold in gross but not by acreage.

This is a part of the land that is sold by the heirs of Mrs. J. B. H. Holladay deceased, to Cornelia V. Felton and T. E. Felton as will be seen by referring to Deed Book--- page---, in the Clerk's office of Nansemond County. The said Mrs. Cornelia V. Felton and T. E. Felton covenant that they have a right to convey the said land to the grantees, that they have done no act to encumber the said land; that the grantees shall have quiet possession of said land, free from all encumbrances, and that they the said parties of the first part, will execute such further assurances of said land that may be requisite.

Witness the following signatures and seals:

----- (seal)

----- (seal)

State of Virginia,

County of Nansemond, to-wit:

I, _____ a Notary Public,
for the county aforesaid, in the state of Virginia, do
certify that Cornelia V. Felton and T. E. Felton, her
husband, whose names are signed to the writing hereto
annexed, bearing date the 4 th day of September 1907,
have acknowledged the same before me in my county aforesaid.

Given under my hand this the---- day of ----- 1907.

-----N.P.

Box 7

JOSEPH E. B. HOLLADAY,
ATTORNEY AT LAW,
SUFFOLK, VA.

WHITE PINE
CYPRESS
JUNIPER
POPLAR

VIRGINIA SHORT LEAF PINE
GEORGIA HEART PINE
OCTAGONAL POLES
RAILROAD TIES

MAHOGANY
WALNUT
CHERRY
OAK, ASH



C.H. Bull & Company

Kiln Dried & Air Dried N.C. Pine

Norfolk, Va. 1/21, 1909.

Lumber Commission.

Mr. Thos. E. Felton,
Copeland, Va.

Dear Sir:

We have yours of the 20th, giving us numbers of two cars which you have shipped, and we note you will ship three other cars this week, all of which information we are pleased to have.

Now, in reference to the timber note. We mailed you a new note for \$900.00, making it 90 days. We note that you say the Holloday people seem to be very anxious for this note to be taken up. We are also anxious to have it taken up, and get our name off of it, but cannot at this time lay out the actual cash for the balance of this paper, because you have not shipped in sufficient lumber to justify it. We are willing to pay this note down just as fast as you get lumber in to apply on it and your other obligations to us.

You will please attend to the renewal of this paper promptly, so there will be no delay about it.

You wrote us Jan. 12th that you had shipped Sou. car #131454, containing edge box. This car has not arrived here. Will you kindly have your Agent trace it and advise us the cause of delay. We notice there is delay on all of the cars you ship.

Yours very truly,

We enclose of sale

C. H. Bull & Co.

Ex L.

down to \$900.

Q

THIS DEED, Made this the 3rd day of October, one thousand nine hundred and seven (1907) between Cornelia V. Felton and T. E. Felton, of Nansemond County, parties of the first part and J. P. Lee, chosen as trustee for purposes hereinafter mentioned, party of the second part-

WITNESSETH: That the said parties of the first part do grant unto the said party of the second part, with general warranty, the following property, to-wit:

All the land and building known as the Hyatt tract containing two hundred and forty (240) acres, more or less. This is the same land that was the heirs of Mrs. J. B. H. Holladay, deceased, same being conveyed to Cornelia V. Felton and T. E. Felton, the 4th day of September, one thousand nine hundred and seven (1907).

IN TRUST, to secure to Mrs. K. B. H. Pretlow, F. A. Holladay, J. C. Holladay and J. E. B. Holladay, all of Suffolk, Virginia, the payment of the sum of Fifteen Hundred (\$1500) Dollars, evidenced by a bond of even date herewith, payable on demand after date, with legal interest from date.

In the event the said T. E. Felton desires to take up the said bond he can do so by paying interest on same up to the time he takes same up. The said T. E. Felton and Cornelia V. Felton for their heirs and assigns hereby waive the benefits of their homestead exemptions as to this debt and obligation.

In the event that default shall be made in the payment of the said debt, principal or any instalment of interest when due and payable, then the trustees, on being required so to do by Mrs. K. B. H. Pretlow, F. A. Holladay and J. E. B. Holladay, their executors, administrators or assigns, he shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in the case of a sale the same shall be made after first advertising the time, place and terms thereof for fifteen (15) days, in way and manner deemed best by said trustee and upon the following terms, to-wit: for cash as to so much of the proceeds as may

be necessary to defray the expenses of executing this trust, including a trustee's commission of 5% per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said debt; and if there be any residue of said purchase money the same shall be made payable at such time, and secured in such manner, as the said trustee shall think fit.

The said parties of the first part covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed so long as they or their heirs or assigns shall hold the same, and pay the premiums thereon and all taxes against the said property so long as the said debt or any part thereof remains unpaid; and the insurance premiums and taxes, whether paid or unpaid by the said trustee or beneficiary prior to the date of the proposed sale, shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity by which the debt aforesaid may be recoverable.

In case of advertisement under this trust, and the debt herein secured being settled prior to the date of the proposed sale, then the parties of the first part, agree to pay the trustee the sum of \$5.00 for his services in advertising said property, said sum to constitute a part of the lien created by this deed.

If no default shall be made in the payment of the said debt, insurance premiums or taxes, then upon the request of the parties of the first part, a good and sufficient deed of release shall be executed to them at their own proper cost and charges to them or a marginal release entered in the Clerk's Office, for which the parties of the first part agree to pay to the beneficiary under this deed or my attorney, the sum of \$3.00 inclusive of the Clerk's fee for services in effecting such release.

Witness the following signatures and seals.

Cornelia V. Felton (SEAL).

T. E. Felton (SEAL).

State of Virginia,

County of Nansemond, to-wit:

I, J. Walter Hosier, a Notary Public for the county aforesaid, in the State of Virginia, whose term of office expires the 5 day of Jan., 1910, do certify that Cornelia V. Felton & T. E. Felton, whose names are signed to the writing hercunto annexed, bearing date the 3rd day of October, one thousand nine hundred and seven (1907), have acknowledged the same before me in my county aforesaid.

Given under my hand this the 14 day of Dec., 1907.

J. Walter Hosier, Notary Public.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the 19th day of May, 1909:

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

Teste:

R. R. Smith, Clerk.

By M. M. Watkins, D. C.

A copy,- Teste:

G. E. Bunting, Clerk.

By S. J. Barber, D. C.

Copey

Cornelia V. Feltner
hus.

Do { Deed of Trust

J. F. Lee, Trustee for
Mrs. K. B. H. Feltner &
als.

D. B. 65 - page 443

Admitted to record
1908 - May 19th

Ex K

See

\$1.00

THIS DEED, made this the 24th day of October, One Thousand Nine Hundred and seven, between Cornelia V. Felton and T. E. Felton, of Nansemond County, parties of the first part, and J. E. B. Holladay, chosen as trustee for purposes hereinafter mentioned, party of the second part:

W I T N E S S E T H:

That the said parties of the first part do grant unto the said party of the second part with general warranty, the following property to wit: All the standing timber on a tract of land that was formerly heirs of Mrs. J. B. H. Holladay, deceased, same being conveyed to T. E. Felton and Cornelia V. Felton the 4th day of September, 1907. This tract of land is known as the Hyatt tract, also all the standing timber on the tract of land sold by the heirs of Mrs. J. B. H. Holladay, deceased to T. E. Felton and Cornelia V. Felton, his wife they having sold same to John T. Duke and Drusilla Francis Duke his wife; in trust to secure to C. H. Bull & Company of Norfolk, Virginia, the payment of the sum of Sixteen Hundred (\$1600) Dollars, evidenced by a bond, payable on demand, signed by Cornelia V. Felton and T. E. Felton, with legal interest from date. It is understood that the timber is to be shipped to C. H. Bull & Company on commissions, they, to pay T. E. Felton for same at market prices. The said timber on the Skinner tract to be cut down to ten (10) inches, on the Hyatt tract to twelve (12) inches. This does not include the oak on either tract. In the event the said T. E. Felton fails to pay on demand, then he is to cease cutting at once, and the right, title and interest of the standing timber at once reverts to C. H. Bull & Co. The said T. E. Felton has the right to pay on the said bond and is to be entitled to credit and a deduction of interest in proportion to the amount paid. The said Cornelia V. Felton

and T. E. Felton for their heirs and assigns hereby waives the benefit of their homestead exemptions as to this debt and obligation.

In the event the default is made in the payment of the said debt, principal or instalment or interest when the demand has been made then, the trustee on being required so to do by C. H. Bull & Company, their executors, administrators or assigns, he shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in the case of a sale the same shall be made after first advertising the time, place and terms thereof for fifteen (15) days, in way and manner deemed best by said trustee and upon the following terms, to wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustee's commission of 5% per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said debt; and if there be any residue of said purchase money the same shall be made payable at such time, and secured in such manner, as the said trustee shall think fit.

The said parties of the first part covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed so long as they or their heirs or assigns shall hold the same, and pay the premiums thereon and all taxes against the said property so long as the said debt or any part thereof remains unpaid; and the insurance premiums and taxes, whether paid or unpaid by the said trustee or beneficiary prior to the date of the proposed sale, shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity by which the debt aforesaid may be recoverable.

In case of advertisement under this trust, and the debt herein secured being settled prior to the date of the proposed sale, then the parties of the first part agree to pay the trustee the sum of \$5.00 for his service in advising the said property, said sum to constitute a part of the lien created by this deed.

If no default shall be made in the payment of the said debt, insurance premiums or taxes, then upon the request of the parties of the first part, a good and sufficient deed of release shall be executed to them at their own proper cost and charges to them, or a marginal release entered in the Clerk's office, for which the parties of the first part agree to pay to the beneficiary under this deed or my attorney, the sum of \$3.00 inclusive of the Clerk's fee for service in effecting such release.

Witness the following signatures and seals:

----- (seal)

----- (seal)

STATE OF VIRGINIA,

County of Nansemond, to-wit:

I, -----a-----

----- for the county aforesaid, in the state of Virginia, whose term of office expires the ----- day of -----, -----, do certify that Cornelia V. Felton and T. E. Felton whose names are signed to the writing hereunto annexed, bearing date the 24th day of October, 1907, have acknowledged the same before me in my county aforesaid.

Given under my hand this the ---- day of -----

-----.

Ex 9 1

Head Inset on
Timber

Fuller to
Buell's Hunter

DEAR MR. FULLER:

THANK YOU FOR THE

REPLY TO MY LETTER OF THE 10TH INST.

AND FOR THE INFORMATION THAT THE

REPLY TO MY LETTER OF THE 10TH INST.

AND FOR THE INFORMATION THAT THE

REPLY TO MY LETTER OF THE 10TH INST.

C. H. Bull, Trading as C. H. Bull & Company,

v.

C. V. Felton, T. E. Felton, J. T. Duke, Dusila
F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee,
J. P. Lee, Trustee, Katherine B. H. Pretlow, F. A.
Holladay, J. C. Holladay, J. E. B. Holladay, W. M.
Crumpler, Trustee, and Sallie A. Crumpler,

This day this cause came on to be heard upon the bill and exhibits filed, the bill taken for confessed as to the defendants, C. V. Felton, T. E. Felton, J. T. Duke, Dusila F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee, J. P. Lee, Trustee, Katherine B. H. Pretlow, F. A. Holladay, J. C. Holladay, J. E. B. Holladay, the answers of W. M. Crumpler, Trustee and Sallie A. Crumpler, the replications thereto, 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 and report to Court,

(1) An account of the lien debts of record against C. V. Felton and T. E. Felton, jointly and severally, together with their priorities, and in reporting the judgments to state those in which the Homestead Exemption is waived.

(2) An account of the real-estate of which the said C. V. Felton is seized and possessed, or in which she is in any way interested together with the annual and fee simple value.

(3) An account of the real-estate of which the said T. E. Felton is seized and possessed, or in which he is in any way interested together with the annual and fee simple value.

(4) Whether or not the rents and profits arising from the said real-estate will pay the lien debts against the same within five (5) years.

(5) Whether or not there are any delinquent taxes upon the said property.

(6) Any other matter deemed pertinent by the commissioner, or required to be stated by any interested party.

C. H. Bull, trading as C. H.
Bull & Co.,

v.

C. V. Felton and others.

D E C R E E

Entered July 19. 1911.
James L. McInnere

Entered in Chancery
Order Book No. 4
Page 485

To C. H. Bull, trading as C. H. Bull & Company---
-----Complainant.

vs. IN CHANCERY.

C. V. Felton, T. E. Felton, J. T. Duke, Dusila F. Duke,
M. C. Riddick, J. E. B. Holladay, Trustee, J. P. Lee,
Trustee, Katharine B. H. Pretlow, F. A. Holladay, J. C.
Holladay, J. E. B. Holladay, W. M. Crumpler, Trustee,
and Sallie A. Crumpler.-----Defendants.

You are hereby notified that on the 18th day of August, 1911, at my office in Suffolk, Virginia (at which time and place you are required to attend), I shall take, state and settle the following accounts, which are to be taken, stated and settled and reported to Court in pursuance of the decree of the Circuit Court of Hansemond County, Virginia, rendered on the 19th day of July 1911, in the suit in chancery, pending in said court to which you are parties plaintiff and defendant, to-wit:

(1) An account of the lien debts of record against C. V. Felton and T. E. Felton, jointly and severally, together with their priorities, and in reporting the judgments to state those in which the Homestead Exemption is waived.

(2) An account of the real estate of which the said C. V. Felton is seized and possessed, or in which she is in any way interested together with the annual and fee simple value.

(3) An account of the real estate of which the said T. E. Felton is seized and possessed, or in which he is in any way interested together with the annual and fee simple value.

(4) Whether or not the rents and profits arising from the said real estate will pay the lien debts against the same within five (5) years.

(5) Whether or not there are any delinquent taxes upon the said property.

(6) Any other matter deemed pertinent by the commissioner, or required to be stated by any interested party.

Given under my hand as Commissioner in
Chancery of said Court the 4th day of August, 1911.

Bradford Kilby
Commissioner in Chancery.

Executed this 9 day of Aug 1911
 by delivering a true copy of the within
 notice to M. C. Moadock J. E. B. Halladay
 Trustee of P. Lee Trustee Kalkbrenner &
 P. Lee Trustee J. B. Halladay J. B. Halladay J. E. B.
 Halladay W. M. Crumpler Trustee
 and Sallie A. Crumpler in person
 W. E. Crumpler J. E. B. Halladay J. E. B. Halladay

C. H. Bull etc
 W. J. In chancery
 C. V. Felton et al.

Commissioner's Notice

Original.

Executed this 10th day of August 1911, by delivering a true copy of the
 within process to C. V. Felton, and Sallie A. Duke in person.
 J. E. Felton and J. T. Duke not being found at their usual place
 of abode, I delivered a true copy of the within process, to each
 of their respective wives, one to Mrs C. V. Felton wife of J. E. Felton and
 one to Mrs J. T. Duke wife of J. T. Duke. female members of the said
 J. E. Felton and J. T. Duke's family, whom I found then over the age
 of 16 years and to whom I explained the purport of same.

A. H. Baker Sheriff
 By Hardy Hallones, Deputy

To C. H. Bull, trading as C. H. Bull & Company----Complainant.

vs. IN CHANCERY.

C. V. Felton, T. E. Felton, J. T. Duke, Basila F. Duke, M. C. Riddick, J. E. B. Holladay, Trustee, J. E. Lee, Trustee,

Katherine E. H. Pretlow, F. A. Holladay, J. C. Holladay, J. E. P. Holladay, W. M. Crumpler, Trustee, and Sallie A. Crumpler.-----Defendants.

You are hereby notified that on the 19th day of August, 1911 at my office in Suffolk, Virginia (at which time and place you are required to attend), I shall take, state and settle the following accounts, which are to be taken, stated and settled and reported to Court in pursuance of the decree of the Circuit Court of Hansemond County, Virginia, rendered on the 19th day of July 1911, in the suit in chancery, pending in said court to which you are parties plaintiff and defendant, to-wit:

(1) An account of the lien debts of record against C. V. Felton and T. E. Felton, jointly and severally, together with their priorities, and in reporting the judgments to state those in which the Homestead Exemption is waived.

(2) An account of the real estate of which the said C. V. Felton is seized and possessed, or in which she is in any way interested together with the annual and fee simple value.

(3) An account of the real estate of which the said T. E. Felton is seized and possessed, or in which he is in any way interested together with the annual and fee simple value.

(4) Whether or not the rents and profits arising from the said real estate will pay the lien debts against the same within five (5) years.

(5) Whether or not there are any delinquent taxes upon the said property.

(6) Any other matter deemed pertinent by the commissioner, or required to be stated by any interested party.

Given under my hand as Commissioner in Chancery of said court the 4th day of August, 1911.

Bradford Kilby
Commissioner in Chancery.

Aug 8th 1911.

Due, day of, & sufficient service of the within
notice in hereby accepted.

Sallie A. Crumpler

by

John W. Crumpler,

Cum gratia.

C. H. Bull etc.
v. y in chancery
C. W. Felton et als

Commissioner's Notice

a copy for Sallie
A. Crumpler

Virginia,

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

C. H. Bull, trading as C. H. Bull and Co. Complainant.

v. In Chancery.

C. V. Felton et als. Defendants.

Commissioner's Office,

Suffolk, Va. May 23, 1913.

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 19th. day of July 1911 in the suit in chancery pending in said court between C. H. Bull, trading as C. H. Bull and Co., Complainant and C. V. Felton et als, Defendants, the undersigned, Bradford Kilby, one of the Commissioners in Chancery of said court respectfully reports as follows:

That on the 4th. day of August 1911, your commissioner gave notice to the parties to the said suit that he would proceed on the 18th. day of August 1911, at his office in Suffolk, Va. to make the several inquiries required by said decree to be made by one of the commissioners in chancery of said court.

That sufficient and legal service of the said notice was duly accepted by some of the parties to said suit and served on others by the sheriff of Nansemond County, as will appear by the endorsements on the notice herewith returned.

That your commissioner took the depositions of W. Frank Eley and William Thomas Kilby touching said inquiries, which depositions are returned herewith.

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

(1)

The lien debts of record against C. V. Felton and T.E. Felton are as follows:

(1) A judgment against T.E. Felton in favor of Alfred B. Cramer for the sum of \$275.81 with interest from July 1st.1898 and \$7.45 costs; rendered at the October term of Nansemond County Circuit Court 1898 and docketed in Judgment docket No.2,page 156 on October 26,1898. Record does not show that Homestead was waived.

(2) A judgment against T.E. Felton in favor of C.B. Duke for the sum of \$6.84 with interest from August 26,1905 and \$1.costs.Rendered Dec.18,1905 and docketed in Judgment Docket No.3,page 12 on March 14,1906. Record does not show that homestead was waived.

(3) A deed of trust dated May 30,1908 and recorded June 25,1908 in Deed-book No.65,page 14 in Nansemond County Clerk's office,executed by Cornelia V. Felton and T.E.Felton,her husband,to W.M. Crumpler ,Trustee for S.A. Crumpler,to secure the sum of \$250. evidenced by a bond payable on demand and of even date with said deed and waiving Homestead exemption. This deed of trust is on the following described land:"All that certain tract of land in Holy Neck Magisterial District in Nansemond County,Va.containing 21 and 1/2 acres,and bounded as follows:On the North by the land of Kilby Knight;on the Southeast by the land of John R. Copeland,and on the West by the land of John Walton,being same land conveyed to Cornelia V. Felton by deed from B.L.Saunders,Trustee for Cornelius and Eliza Parker".

(4) A judgment against T.E.Felton and C.V.Felton in favor of K.E. Barrett and Co. for the sum of \$160.27 with interest from March 8, 1908 and \$6.60 costs. Rendered at January term of Nansemond County Circuit Court 1909,and docketed on February 8,1909,in Judgment docket No.3,page 103.Homestead is waived on \$157.30 of this judgment.

(5) A deed of trust dated Oct.3,1907 and recorded May 19,1909 in deed -book No. 65,page 443 in Nansemond County Clerk's office,ex-

executed by Cornelia V. Felton and T.E. Felton, her husband, to J. P. Lee, Trustee for Mrs. K.B.H. Pretlow, F.A. Holladay, J.C. Holladay, and J.E.B. Holladay, to secure the sum of \$1500. evidenced by a bond payable on demand, of even date with said deed, and waiving the homestead exemption. This deed of trust is on the following described land "All the land and building known as the Hyatt Tract containing 240 acres, more or less, This is the same land that was the heirs of Mrs. J.B.H. Holladay, deceased, same being conveyed to Cornelia V. Felton and T.E. Felton the 4th. day of September 1907."

(6) A judgment in favor of C.H. Bull, trading as C.H. Bull and Co. against C.V. Felton and T.E. Felton for the sum of \$1600. with interest from Oct. 24, 1907 and \$8. costs. Rendered at July term of Nansemond County Circuit Court and docketed on August 3, 1909 in Judgment Docket No. 3, page 124 in said Court's Clerk's office. Record shows that Judgment was upon an instrument waiving Homestead exemption.

(2)

The said C.V. Felton is seised and possessed of the following

(1) An undivided fee-simple interest in real estate, a tract of land containing 240 acres, known as the "Hyatt Tract" situated in Holy Magisterial District in the County of Nansemond in the State of Virginia, which was conveyed to said C.V. Felton by the heirs of Mrs. J.B.H. Holladay by deed dated 4th. day of September 1907, admitted to record May 19, 1909 and recorded in Deed-book No. 66, page 589, in Nansemond County Clerk's office, Virginia,

(A second tract of 184 acres, conveyed in the same deed, aforesaid, was conveyed by said C.V. Felton and husband to John T. Duke and wife by deed dated September 4, 1907 and recorded in Deed-book No. 68, page 226, said deed having been admitted to record Nov. 13, 1909)

(2) A tract of land containing 21 and 1/2 acres, known as the "Parker Tract", situated in Holy Neck Magisterial District in Nansemond County in the State of Virginia, and bounded on the North by the land of Kilby Knight; on the Southeast by the land of John R. Copeland, and on the West by the land of John Walton, and being same land conveyed to said C.V. Felton by E.L. Saunders, Trustee, by deed dated May 30, 1908, and recorded in Deed-book No. 66, page 37

said deed having been admitted to record on June 25, 1908.

The fee-simple value of the 240 acre tract above described is about \$2500. Its annual value about \$125.

(The fee-simple value of the 184 acre tract above described is about \$1500. Its annual value about \$100.)

The fee-simple value of the 22 and 1/2 acre tract above described is about \$250. Its annual value about \$20.

(3)

The said T.E. Felton is seised and possessed of an undivided fee-simple interest in the 240 acre tract above described.

(4)

The rents and profits arising from said real estate will not pay the lien debts against the same within five years.

(5)

Your commissioner deems it pertinent to say that the answers of T.E. Felton and C.V. Felton raise the issue as to whether the judgment standing of record against them for the sum of \$1600. in favor of C.H. Bull and Co. should have been entered, and on this matter your commissioner passes no opinion, and makes no report but submits the whole matter to the judgment of the court.

If said judgment be a valid judgment, the answers of all the defendants raise the issue as to whether it is a lien on the real estate standing in the name of C.V. Felton and T.E. Felton, at the date of said judgment and described in Exhibit "B", and whether the said C.V. Felton and T.E. Felton had such beneficial interest in said real estate as was subject to the lien of said judgment, and on this question your commissioner passes no opinion, but submits the whole matter to the judgment of the court.

On the two questions above referred to, your commissioner took the depositions of J.E.B. Holladay, T.E. Felton, Luther Felton and John T. Duke on the day of 191 , which depositions are

are filed herewith, as a part of this report

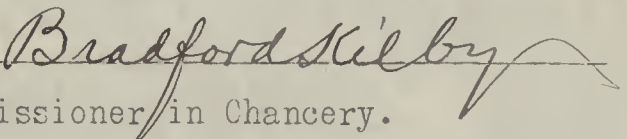
(7)

The taxes for 1912 on the 240 acres or Hyatt Tract, amounting to \$15.60 are unpaid. The taxes on the 21 and 1/2 acre or Parker tract for 1912, amounting to \$1.85 are unpaid.

(8)

There is no other matter deemed pertinent by your commissioner or required to be stated by any interested party.

Respectfully submitted this 23rd. day of May 1913.



Commissioner in Chancery.

Commissioner's fee: \$35.

Sheriff's fees \$16.
 \$51.

W. Frank Eley, being duly sworn, deposes as follows:

Q. What is your name, age, residence, occupation and do you know the three tracts of land mentioned in this suit?

A. W. Frank Eley, age 60 years, residence Holy Neck District, Nansemond County, farmer and I know the three tracts well. I live near them.

Q. What in your opinion is the fee simple and annual value of each?

A. (1) The fee-simple value of the 21 and 1/2 acre or Parker tract is about \$200. Its annual value about \$20. (2) The fee-simple value of 184 acre tract now owned by John T. Duke is about \$1500. Its annual value about \$75. (3) The fee-simple value of the 240 acre tract or Hyatt Tract is about \$2500. and its annual value about \$100.

And further this deponent saith not.

William Thomas Kilby, being duly sworn, deposes as follows:

Q. What is your name, age, residence, occupation and do you know the three tracts of land mention in the bill in this suit?

A. William Thomas Kilby, age 40 years, residence Holy Neck Magisterial District in Nansemond County. I know the three pieces of land well. I live within one mile of them.

Q. What in your opinion is the fee-simple and annual value of each?

A. The fee-simple value of the 21 and 1/2 acre tract is about \$300. and its annual value about \$25. (2) The fee-simple value of the 184 acre tract now owned by John T. Duke is about \$1800. and its annual value about \$100. (3) The fee-simple value of The Hyatt tract of 240 acres is about \$2500. and its annual value about \$125.

And further this deponent saith not.

Ten Per Cent. will be Charged on all Collections Under \$100 Unless Special Agreement is Made Otherwise

DEPUTIES:

JAMES E. JORDAN,
HARDY HOLLAND, Jr.

Suffolk, Va., 8/9 1911

M *J. McCombitt* Dr.

TO A. H. BAKER
SHERIFF OF NANSEMOND COUNTY

G. M. Bull & Co. vs. G. V. & G. L. Sutton

OFFICE—No. 811 WASHINGTON STREET

Collected on Claim

Collected on Costs

Judgment, Amount Judgment, \$

Interest,

Clerk's Fee,

Attorney's Fee,

Sheriff's Fee—Executing Process, 32

Sheriff's Commissions,

Justice's Fee,

Expense of Sale,

Summoning Witnesses,

Returning Execution,

Levy Made,

Commissioner's Notices

Taking Bond,

To Cost,

By Cash—Check

Day of 1911, Received payment,

Sheriff.

Deputy

14 00

C. H. Bull & Co.

m.

C. V. Felton et als

Report of Bradford
Kilby, Commissioner in
Chancery under decree
of July 19, 1911.