

1933-035

Norfolk Co (Suffolk) Chancery Causes: W. J. Stagg et al vs Exr of Elijah Richards et al

40

Griffin, Lene, Butts, King, Godwin, Pierce, Oberry, Denson, Gray,
Norfleet, Eley, Branch

W. S. Holland Esq.

W. S. Slagg George
W. Griffin & Co. Inc.
In Chancery
George W. Bull
Executor & Co. Inc.

40

Slagg & others

Butts & others

leosts

A P Gomer clerk

A H Baker shff

" " " for Commr.

R A Edwards shff J. O. W.

" " " for Commr.

J W Williams Shf So.

" " " for Commr.

Commissioner W J Kirby

Attorney

Writ tax pa

A P Gomer clerk,

1.50

50

3.00

3.00

1.00

50

9.86

2.00

6.00

2.00

25.00

15.00

1.50

\$61.36

Costs,

WM. S. KOLLAND
ATTORNEY
WINDSOR, VIRGINIA

№ 1281

SUFFOLK, VA., January 12th 1899

PAID

FARMERS BANK OF NANSEMOND



Pay to the order of W. J. Kilby Corvr.

Twenty five and 20/100

Dollars

For in full of Stages et als to Elijah Richards
admr. et. als.

\$ 25^{xx}
100

Wm S. Hall and

W. J. Kilby. Comr

WM. S. HOLLAND
ATTORNEY
WINDSOR, VIRGINIA

NP 1282

SUFFOLK, VA., January 12th 1899

THE
FARMERS BANK OF NANSEMOND



Pay to the order of A. P. Homer ok

Nine & 86/100

Dollars

Fees including final decree in suit of Stagers et al.
vs. Elijah Richards admr. et al. as above

\$9.86

Wm S. Holland

1890

1890

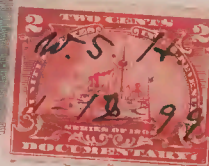
A. L. Gomer Clerk

WM. S. HOLLAND
ATTORNEY
WINDSOR, VIRGINIA

No 1283

SUFFOLK, VA., January 12th 1899

TRICE
FARMERS BANK OF NANSEMOND



Pay to the order of A. H. Baker, Sheriff.

Two & no/100

Dollars

Fees in full in suit of Stagg et. al. vs Elijah Richards
Admrr. et. al. as tax

\$2^{xx}/₁₀₀

SAM W BOWMAN, NORFOLK, VA

Wm S. Hall and

A. H. Baker
Sheriff



DB 1280

SUFFOLK, VA. January 12th 1899

THE

FARMERS BANK OF NANSEMOND

Pay to the order of R. A. Edwards

Ten & 65/100

Dollars

Sheriff fees in Stagget et al vs Richards adm. et. al. \$6.00
and \$4.65 cents against J. C. Harrison in case of Marine Bank & Hamilton

\$ 10 ⁶⁵/₁₀₀

Wm S. Hall and

WM. S. HOLLAND
ATTORNEY
WINDSOR, VIRGINIA

No. A Eccore

Pay C. Hardy,
Cashier, or Order

THE BANK OF SMITHFIELD,
S. BARRETT, Cashier,
S. BARRETT, Cashier.

Please attach
Revenue
Stamp

THE BANK OF CON
NORFOLK, V
N. REAMAN, President

W. H. BARK, BANK
CO., OF CON
THE TRUST

WM. S. HALLAND
ATTORNEY
WINDSOR, VIRGINIA

No 1277

SUFFOLK, VA., January 11th 1899

FARMERS BANK OF NANSEMOND



Pay to the order of Geo. W. Butts

Sixty seven and $\frac{05}{100}$

Dollars

It being two amts. allowed you in suit of Staggs et al vs Richards
et. al, less 10% Comm. retained

\$ 67 $\frac{05}{100}$

Wm S Halland

Geo. W. Burt

WM. S. HOLLAND
ATTORNEY
WINDSOR, VIRGINIA

No 1269

SURREY, VA., January 5th 1899

FARMERS BANK OF NANSEMOND



Pay to the order of E. W. Lane, Rev. W. Griffer & W. J. Staggs

Thirty two & 21/100

Dollars

Am't. Collected of Eliza Richards estate \$10 & fee
agreed on

\$32. $\frac{21}{100}$

SAM W BOWMAN, NORFOLK, VA

Wm S Hall and

E. W. Laine

G. W. Guiffin

W. A. Stagg

WM. S. HOLLAND
ATTORNEY
WINDSOR, VIRGINIA

No 1273

STURFORD, VA. Jan'y. 11th 1899.

PAID

FARMERS BANK OF NANSEMOND



Pay to the order of A. W. Kelly

Eight + 47/100

Dollars

Quit. allowed you by Comr. Kelly out of the
estate of Elizabeth Richards, dec'd.
Wm S. Holland

\$8 $\frac{47}{100}$

A. W. Eley.

WM. S. HOLLAND
ATTORNEY
WINDSOR, VIRGINIA

No 1274

SUFFOLK, VA. Jan'y. 11th 1899

THE
FARMERS BANK OF NANSEMOND



Pay to the order of Wm J. Norfleet

Three and 49/100

Dollars

It being allowed you by Com. Kibby in suit
of Slagg et. al. vs Elijah Richards admr. et al.

\$ 3. 49
100

Wm S. Holland.

W. J. Koehler

A. J. Dawkins & Co

WM. S. HOLLAND
ATTORNEY
WINDSOR, VIRGINIA

No 1275

Suffolk, Va. Jan. 11th 1899

PAID

FARMERS BANK OF NANSEMOND



Pay to the order of *J. Frank Eley*

one and 25/100

Dollars

*It being amt. allowed you in suit of Stages
and others vs. Elifor Richards admr. et alr.*

\$ 1 ²⁵/₁₀₀

Wm S. Holland.

J. Frank Ely
D. B. Marshall

WM. S. HOLLAND
ATTORNEY
WINDSOR, VIRGINIA

NP 1278

SUFFOLK, VA., January 11th 1899

THE
FARMERS BANK OF NANSEMOND



Pay to the order of L. B. Radwin

Eighteen & 54/₁₀₀

Dollars

It being amt. allowed you in suit of Steggs et al vs Richards et al,
Ref 10 % Coms. retained.

\$ 18 ⁵⁴/₁₀₀

Wm S. Holland

C B Godwin

Ss, Webb

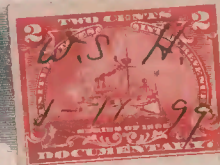
THE UNIVERSITY OF CHICAGO
LIBRARY
1100 EAST 58TH STREET
CHICAGO, ILL. 60637

WM. S. HOLLAND
ATTORNEY
WINDSOR, VIRGINIA

No 1279

SUFFOLK, VA., Jan'y 1, th 1899

TWO
FARMERS BANK OF NANSEMOND



Pay to the order of J. O. Branch

Three and 44/100

Dollars

Acct. allowed you in suit of Stagg et al vs Richards et al

\$ 3 $\frac{44}{100}$

Wm S. Hall and.

PAID
(25) 100
02/11/21

J. Q. Branch

John Whitley

WM. S. HOLLAND
ATTORNEY
WINDSOR, VIRGINIA

N 1276

SUFFOLK, VA., Jan'y 11th 1899

PAID

FARMERS BANK OF NANSEMOND



Pay to the order of *John King*

Eight and 53/100

Dollars

*Amt. allowed you against estate of Elifab Richards
by court. Kelly in suit of Stagers et al. vs Richards et al.
\$5000 less 10% com.*

Wm S. Holland

John King
E. L. Farkas

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY, VIRGINIA.

501.00
7.50
 508.50
 6.00 Insurance
 2.25
 2.25
2.50
 \$521.50

501
250
 751
~~57~~

205.00
201.00
 406.00
 95.00
501.00

501.

14.00 clerk
 16.00 sheriff
 34.05 comm.
 1.25 bills
 5.50 seed
 1.00 tax
16.80
 \$88.30
25.00
 113.30
 181.00
294.30

Paid
 201 on hand
 6 Sur.
 7
214.08

175- 174
525-
 87 6.12

TO

Geo. W. Butts Executor of Elijah Richards deceased, Louisa Richards,
Bettie Cherry and R. H. Rawles Guardian ad litem:

Please take notice that on the 10th day of December
1897 we shall apply to the Hon. Robert R. Prentiss, Judge of the
Circuit Court of Hanover County, Virginia, at his office in the
town of Suffolk, for a decree for enquiries and accounts in the
suit in equity pending in the said Circuit Court wherein you and
others are defendants, and, we, and others, are plaintiffs.

W. J. Staggs, Geo. W. Griffin and others

by Wm S. Hall and their attorney.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

George W. Butts
 Executor of the estate of Elyah Richards
 deceased Lurisa Richards, Solon
 B Richards Bettie Mary Martha M
 Deason Jerry E. Pierce George H.
 Pierce Stephen Pierce Pierce William
 L Pierce Bessie May Pierce and
 Effie E Pierce the last five being
 infants under twenty one years

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 *Third* Monday in *November 1897*, to answer

a Bill in Chancery, exhibited against *them*

in the said Court by

W J Stagg George W. Buffin
Edmund George W. Butts John Stagg
and C. B. Goarson

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *30th* day of

October, 189*7*, in the 12*2*th year of the Commonwealth.

A copy—Teste:

A. P. Gomer, CLERK.

Teste:

A. P. Gomer, CLERK.

1.
W S Holland p. q.

A copy for
Bettie Cherry

vs. } In Chancery.

1897

November Rules.

Third Monday.

Nansemond Circuit Court.

Process Book No. 21

Page 157

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON George W. Butts
 Executor of the estate of Elyat Richards
 deceased, Lousia Richards Solon B.
 Richards, Bettie Cherry, Worthy M. Benson
 Jerry B. Peirce, George A. Peirce,
 Stephen Perry Peirce, William L. Peirce
 Bessie May Peirce and Effie E. Peirce
 the last five being infants under twenty-
 one years

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 third Monday in November 1897, to answer

a Bill in Chancery, exhibited against them
 in the said Court by W. J. Stagg George W. Sniffin
E. W. Lane George W. Butts John King
and C. B. Godwin

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 30th day of
October, 1897, in the 12th year of the Commonwealth.

A copy—Teste:

Teste:

A. P. Gomer, CLERK.

A. P. Gomer, CLERK.

W S Holland p. q.

*A copy for
Bessie May Pierce*

v.s. } *In Chancery.*

Infant

18 77-

November Rules.

Third Monday.

Nansemond Circuit Court.

Process Book No. 2

Page 157

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF ^{Isle of Wright} ~~NANSEMOND~~ COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON George W Butts executor
of the estate of Elyah Richards deceased
Laura Richards Solon B Richards Bettie
Cherry Wirtley M. Deason Jerry E. Perie
George E. Perie Stephen Percy Perie
Wesley L Perie Bessie May Perie
and Effie E Perie the last five being
infants under the age of twenty one years

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 Third Monday in November 1897, to answer

a Bill in Chancery, exhibited against them

in the said Court by W. J. Slagg George W. Sniffen
E. Lane George W. Butts John
Knig and to B. Go down

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 30th day of

October

, 1897, in the 122nd year of the Commonwealth.

A copy—Teste:

Teste:

, CLERK.

, CLERK.

Executed by delivering to the within
named, S. B. Richards, George W. Benson
& James E. Pierce each a true copy of
the within summons. Given 6th/8/97

Ro. A. Edwards
Shpp

W. S. Hall and p. 9.

W. S. Stagg George
W. Gifford & others

vs. } In Chancery.

George W. Burt
Exonior & others

1897--

November Rules.

Third Monday.

Nansemond Circuit Court.

Process Book No. 21

Page 157

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON George H Butts
 executor of the estate of Elviah Richards
 deceased Louisa Richards, Solomon B
Richards Bettie Cherry, worthy M Sonson
Jerry B. Peirce George H Peirce Stephen
Percy Peirce William L. Peirce
Bessie May Peirce and Effie C.
Peirce the last five being infants under
twenty one years

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 third Monday in November 1897, to answer

a Bill in Chancery, exhibited against them
 in the said Court by W. J. Staggs George W Griffin
Edw Lane George W Butts John King
and C. B. Go down

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 30th day of
October, 1897, in the 12th year of the Commonwealth.

A copy—Teste:

Teste:

A. P. Gomer, CLERK.

A. P. Gomer, CLERK.

W. S. Halland p. q.

A Copy for
Effie C. Pierce

vs. } *In Chancery.*

Infant-

1897-

November Rules.

Third Monday.

Nansemond Circuit Court.

Process Book No. 2

Page 157

CHANCERY SUMMONS.

The Commonwealth of Virginia, *Southampton*

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *George W Butts Executor*
of the estate of Elijah Richards deceased
Louisa Richards Solon B Richards,
Bettie Cherry, Wirtley M Denson Jerry E Peine
George A Peine Stephen Percy Peine
Walter L Peine Bessie May Peine and
Effie E Peine the last five being
being infants under twenty one
years

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 *Third* Monday in *November 1897*, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *W. J. Stagg George W Guiffin*
E H Lane George W Butts John King
and C. B. Godwin

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *30th* day of
October, 189*7*, in the 122nd year of the Commonwealth.

A copy—Teste:

Teste:

, CLERK. }

A. P. Gomer, CLERK.

Specimen Nov. 15 1897 by delivering a
copy of this notice to the Clerk ✓

A. G. News Sept
for J. M. Williams
Chff.

W. S. Meland p. 9.

W. S. Meland, George W.
Coffin, W. S. Meland

215.

In Chancery.

George W. Meland
Coffin, W. S. Meland

1897

November Rules.

Monday.

Nansemond Circuit Court.

Process Book No. 21

Page 157

Shops for 500 hours
per day.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *George W Butts*
Executor of the estate of Elijah Richards
deceased Louisa Richards John B Richards
Bertie Cherry Wintley, M Denson Jerry
E. Pierre George F. Pierre Stephen Percy
Pierce, Webster L Pierce Bessie May Pierce
and Effie E Pierre the last five being
infants under twenty one years

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 *Thursday* Monday in *November* 1897, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *W. J. Stagg George W Kuffner*
Edw Lane George W Butts John Stagg
and C. B. Godwin.

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *30th* day of
October, 1897, in the 12^{*2nd*} year of the Commonwealth.

A copy—Teste: *A P Gomer*, CLERK. } Teste: *A P Gomer*, CLERK.

W S Holland p. q.

*A Copy for
Wilbur L Pierce*

vs. } *In Chancery.*

Infant

1897

November Rules.

Third Monday.

Nausemond Circuit Court.

Process Book No. 21

Page 157

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *George W Butts*
Executor of the estate of Elyah Richards
deceased Louisa Richards Solon B.
Richards Bettie Obery Wintley M
Denson Jerry, E. Pierce George J Pierce
Stephen Percy Pierce sisters L Pierce
Bessie May Pierce and Effie E.
Pierce the last five being infants under
twenty one years

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 *third* Monday in *November 1897*, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *W. J. Staggs George W Guffin*
Eel Lane George W Butts John King
and C B Swann

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *30th* day of

October, 189*7*, in the 12*th* year of the Commonwealth.

A copy—Teste:

Teste:

A. P. Gomer, CLERK.

A. P. Gomer, CLERK.

W. S. Holland p. q.

*A Copy for
Stephen Percy Pierce*

vs. } *In Chancery.*

Infant

1897

November Rules.

Third Monday.

Nansemond Circuit Court.

Process Book No. 2

Page 157

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

George W Butts
 Executor of the estate of *Elijah Richards*
 deceased, *Louisa Richards, Dolon B*
Richards, Bettie Cherry, Witley M
Oenson, Jerry E Pierce, George E Pierce,
Stephen Percy Pierce, Wilbert L Pierce,
~~and~~ *Bessie May Pierce and Effie*
E Pierce, the last five being infants under
twenty one years

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 *Third* Monday in *November 1897*, to answer

a Bill in Chancery, exhibited against *them*

in the said Court by

W J Stagg, George W Griffin
E W Lane George W Butts John
King and C B Godwin

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *30th* day of

October, 189*7*, in the 12^{*and*}~~th~~ year of the Commonwealth.

A copy—Teste:

Teste:

CLERK.

CLERK.

Executed this 5th day of Nov 1897
 by. Delivering a True copy of the
 Within process to Geo Burt Gentry and
 Joseph Richard in person Better obey
 Not found in my county
 H. B. Baker Sheriff

W. S. Hallenbeck p. 9.

W. S. Hallenbeck George
 W. S. Hallenbeck

25. } In Chancery.

George W. S. Hallenbeck
 Executor of the

1897

November Rules.

Thirteenth Monday.

Nansemond Circuit Court.

Process Book No. 21

Page 157

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

George W. Burt

Executor of the estate of Elijah Rich-
ards deceased, Louisa Richards, John
B. Richards, Bettie Henry, Wintley M.
Denson, Jerry E. Pierce George H. Pierce
Stephen Percy Pierce William L. Pierce
Bessie May Pierce and Effie E
Pierce the last five being infants under
twenty one years

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 *Third* Monday in *November 1897*, to answer

a Bill in Chancery, exhibited against *them*

in the said Court by

W. J. Slattery George A. Giffin
E. W. Lane George W. Burt John
Slattery and C. B. Goan

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *30th* day of

October, 189*7*, in the 12*2nd* year of the Commonwealth.

A copy—Teste:

Teste:

A. P. Gomer, CLERK.

A. P. Gomer, CLERK.

W S Halland p. q.

*A Copy for
George E Pierce*

vs. } *In Chancery.*

Infant

1897

November Rules.

Third Monday.

Nansemond Circuit Court.

Process Book No. 2

Page 157

At Rules held in the Office of
the Clerk of the Circuit Court for the County
of Nausemunda on the 15th day of
November 1897

Wm J Stagg & others
against } In Chancery
George W Butts Exr &c

On ~~the~~ motion of the Complain-
ants by Counsel Richard H Rawles a
discreet and Competent Attorney at
Law is assigned guardian to the
defendants George F Pierce Stephen
Percy Pierce, Wilbert L Pierce, Bessie
May Pierce and Effie E Pierce who
are infants under the age of twenty
one years to defend them in this suit.

A J Garner Clerk

Order Appointing
Guardian Ad
litem to Infants Defts-

Stagg & others
vs In Chancery
Butts & others

Know All Men by These Presents, That we, *William S*
Holland and J Peter Holland

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full
sum of *Seven Hundred* DOLLARS,
to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves,
and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly
by these presents.

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

Sealed with our seals, and dated this *25th* day of *July* in the year
of our Lord one thousand eight hundred and *ninety eight*, and in the *123rd* year
of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas *by*
a decree of the Circuit Court of Nansemond
County Virginia pronounced on the 16th day of
April 1898 in the Chancery cause pending in
the said Court between W O Stagg and others
plaintiffs and George W Butts Executor and others
defendants the above bound William S Holland
was appointed Special Commissioner for the
purposes specified in said decree.

Now therefore if the said *William S Holland*
shall faithfully discharge his duties under said
decree and all other decrees he may be required to
execute in said cause, then the above obligation is
to be void, otherwise it is to remain in full force and
virtue.

William S Holland
J Peter Holland



In the office of the Clerk of the *Circuit* Court of Nansemond County, on the
25th day of *July* 1898.

The above bond was executed and acknowledged by the obligors (the surety justifying
on oath as to *his* sufficiency) and recorded.

A Copy Teste *L. P. Gomer* CLERK.
L. P. Gomer Clerk

William S. Halland
To } Spec. Commr. Bond
The Commonwealth.

1898
July 25th

Recorded in Official
Bond Book
No 1 Page 162

Copy

To Solon B. Richards, Bettie Oberry, Writly M. Denson and Jerry E. Pierce:

Pleas take notice that on the 10th day of December 1897, we shall apply to the Hon. Robert R. Prêntis, Judge of the Circuit Court of the county of Nansemond, Virginia, at his office in the town of Suffolk, for a decree for enquiries and accounts in the suit in equity pending in the said court wherein you and others are defendants, and, we, and others, are plaintiffs

W. J. Staggs, Geo. W. Griffin and others by
Wm S. Hollant their attorney

Executed Nov. 15th 1887 by
delivering a copy of this
Notice to Belle Cherry

Thyff. for so pd }
Mr. Day }

A. H. News left
for Williams
11/11

R. H. Newb
Guardian at
Lima

TO

Geo. V. Butts Executor of Elijah Richards deceased, Louisa Richards, Bettie Oberry and R.H. Rawles Guardian ad litem:

Please take notice that on the 10th day of December 1897 we shall apply to the Hon. Robert R. Prentiss, Judge of the Circuit Court of Nansemond county, Virginia, at his office in the town of Suffolk, for a decree for enquiries and accounts in the suit in equity in the said Circuit Court pending, wherein you, and others are defendants, and, we, and others are plaintiffs,

W.J. Staggs, Geo. W. Griffin and others by

Wm S. Wallcut their attorney.

Executed this 5th day of Nov 1897
by delivering a true copy of the within
process to Geo. Batts Executor and
Jensen Richards Bettie Cherry not
~~not~~ found in my county
J. H. Baker
Sheriff

To Solon B. Richards, Bettie Oberry, Wirtly M. Denson and Jerry
E. Pierce:

Please take notice that on the 10th day of December
1897, we shall apply to the Hon. Robert R. Prentiss, Judge of the
Circuit Court of the county of Nansemond, Virginia, at his of-
fice in the town of Suffolk, for a decree for enquiries and
accounts in the suit in equity pending in the said court wherein
you and others are defendants, and, we, and others, are plaintiffs

W.J. Staggs, Geo. W. Griffin and others by

Wm S. Holland their attorney

Received by Edmund to the
 within Mammal J. B. Richards writing
 Mr Denson & John & Pierce each a
 true copy of the within notice
 Novr 8th 1897 R. A Edwards
 with Cherry not found Shff
 No acknowledgment of my account,
 R. A Edwards
 Shff

Sluggish as
 with water

Richards
 Nov 10th 1897

You and others are defendants, and we, and others, are plaintiffs
 account to the suit in equity pending in the said court wherein
 filed in the town of Suffolk, for a decree for equitable and
 account of the county of Hampshire, Virginia, at the of-
 1897, we shall apply to the Hon. Robert B. Foy, Judge of the
 Please take notice that on the 10th day of December
 before:
 John B. Richards, Bettie Ogden, Mattie M. Denson and Terry

To Geo W Butts Executor of Elijah Richards deceased,
Louisa Richards, Bettie Cherry and R. H. Rawles
Guardians ad litem: Please take notice that on
the 10th day of December 1897 we shall apply to the
Hon Robert R. Prentiss, Judge of the Circuit Court
of Hanseman County, Virginia, at his Office
in the town of Suffolk, for a decree for
enquiries and accounts in the suit in
equity in the said Circuit Court pending,
wherein you, and others are defendants,
And, we, and others are Plaintiffs

W. J. Staggs, Geo. W. Griffin, and others by
W. S. Holland their Attorney.

2

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1

Circuit Court.

Tuesday after the Second Monday
in April and October.

HON. ROBERT R. PRENTIS, Judge.
AZRA P. GOMER, Clerk.

County Court.

Second Monday in each month.

HON. WILBUR J. KILBY, Judge.
ROBERT R. SMITH, Clerk.
E. E. HOLLAND, Commonwealth's Attorney.
ALEX. H. BAKER, Sheriff.
SYDNEY T. ELLIS, County Treasurer.
JOHN B. PINNER, Commissioner of Accounts.

Hansemond County Clerks' Office.

Suffolk, Va., Dec 15th 1898

Mr Holland

Dear Sir

Your little son brought the papers to me all right. I have admitted the deeds to record. Enclosed you will please find the costs itemized. Where you see the word Commr. was the amt in the Commr's report for serving notices for him, I have each one.

Yours very Truly
A. P. Gomer

Courts:
Isle of Wight, Nansemond
and Southampton.

LAW OFFICE
—OF—
W. S. MOLLAND.

Windsor Station, Va., October 28th 1897.

To the Clerk of the Circuit Court of the county of Nansemond, Virginia:

W.J. Stagg, George W. Griffin, E.W. Lane, George W. Butts, John King and C.B. Godwin. Vs George W. Butts Executor of the estate of Elijah Richards deceased, Louisa Richards, Solon B. Richards, Bettie Oberry, Wirtley M. Denson, Jerry E. Pierce, George F. Pierce, Stephen Percy Pierce, Wilbert L. Pierce, Bessie May Pierce, and Effie E. Pierce. ^{the last five (5) are infants under the age of 21 years} Summon in chancery to third Monday in November Rules 1897.

W. S. Molland P.Q.

I send check to pay tax. Please ~~XXXX~~ direct process for each party whose name is underscored above to the sheriff of Isle of Wight county. Please appoint R.H. Rawles guardian ad litem for the infant defendants.

Truly Yours,
W. S. Molland

Pay \$1.50 paid

P.S. I send hermit bill to be filed at Rules.
W. S. M.

Send me summons for sheriff of Isle of Wight & send me one extra copy please.

W. S. M.

COURTS:
Isle of Wight, Nansemond
and Southampton.

LAW OFFICE
—OF—
W. S. MOLLAND.

Windsor Station, Va., July 28 1898

Mr. A. P. Homer, Esq.

My Dear Sir:-

Will you please
send me the original decree direct-
ing sale in W. J. Stagg et. al. vs Butts
et. al. The does not allow a copy as
you know. The original is recorded in
your order book and in case it should be lost in
the mails I will pay for a copy to go in the
paper. I will return it at once. Want
it to draw notice of sale.

Yours truly
W. S. Molland

Mailed July 28th 1898,

Wilbur J. Kilby,

Attorney at Law

Suffolk, Va., 10 Feb. 1898

Mr. John King
Suffolk, Va.

Dear Sir:- Please sign
your name on the back
of the enclosed notice and
then return the notice to
me. Let me have a state-
ment of your claim against
Mr. Richards.

Yours truly
W. J. Kilby

Mr. Holland,

Please read the above
and mail to Mr. King a statement of
my claim ~~of~~ vs. Elisha Church.
If you have it - Please go over to the store and
get it for my books and oblige for King
(over)

Dear Sir;

Tell Judge K. your bill & sworn
is in the papers at the clerk's office.

I return you a receipt
given Mrs Spring when it should
have been given her as executrix &
I enclose a receipt which please
sign and

return to me and
destroy the one I sent you
Yours Truly
Wm S. Hallard

Stagg, et. als.

v. Richards' Executor, et. als.

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

The undersigned, your petitioner, respectfully
represents that it appears that William S. Holland, Special
Commissioner, has in hand the sum of Two Hundred and Thirty-
one (231) Dollars and Seventy-seven (77) Cents, as stated in
his report filed in this cause on the 10th. day of April,
1899 and also in the decree entered in this cause on
the 11th. day of April, 1899, and that the said William S.
Holland has paid to Mrs. Louisa F. Richards, widow of Elijah
Richards, annually, a certain sum, which together with the
taxes paid by him, the said William S. Holland, has been
equal to the interest on the money in hand in this cause;

Your petitioner further respectfully represents that
he is the Executor of the estate of William S. Holland,
decd., and that he is now engaged in the settlement of the
said estate, and that he desires to pay the amount due by
said William S. Holland, Special Commissioner in this cause,
to whomsoever the Court may direct, in order to accomplish
a more complete settlement of the said estate of which he is
the Executor.

Respectfully submitted,

*J. O. Holland, Executor
of Wm S. Holland, decd.*

Stagg, et. als.

v.

Richards' Executor, et. als.

Petition of J. Peter
Executor of Wm.S.Holland,
deceased.

Stagg et.als.,

vs.,

Richards,s Executor et.als.,

This cause came on this day to be again heard on the papers formerly read and on the report of Special Commissioner Wm.S.Holland filed this day by leave of Court, and was argued by counsel.

On consideration whereof, the court doth adjudge order and decree that said report, to which there is no exception, be, and the same is, hereby confirmed, and said Wm.S.Holland Special Commissioner out of the balance of \$231.77 in his hands in the form of bonds secured by a deed of trust collect from the principal a sum sufficient to pay any unpaid costs of this suit and to pay the special legacies mentioned in the will of Elijah Richards, and on the rest of said \$231.77 after paying said costs and special legacies collect the interest annually and out^{of} that interest pay the taxes assessed against said fund and pay the rest to Louisa Richards widow of Elijah Richards.

And the court doth further adjudge order and decree that said Special Commissioner collect all of said bond for \$95.00 except the sum of \$26.77 with interest thereon from date of the bond, namely the sum of \$68.23 with interest from date of the bond to A.B.P.Holland or her attorney, and said Wm.S.Holland Special Commissioner shall make report to court.

Stagg et als.

vs

Richards, s Ex, or. et als.

Enter this decree April 11th 1899

Robert Stagg

*Recorded in
Chy 13 3 Page 202*

Staggs et als.

vs

Richards, s ^{Ex, or.} ~~XXXXX~~ et als.

To the Hon. Robert R. Prentis, Judge of the Circuit Court of
Nansemond County, Virginia:

The undersigned your Special Commissioner, begs to report to the court that pursuant to a decree entered herein on the IIth day of October 1898, he has collected from the purchaser, Mrs. Sarah B.F. Garris, the purchase price of the land, by lending her, as directed by the decree aforesaid, the money on which the widow of Elijah Richards is to have the annual income, and by getting another loan from Mrs. A.B.P. Holland for her. Without the additional or supplemental loan the purchaser could not have complied, and your commissioner well knew that if the land was resold it would sell for a much lower price. The bonds taken are herewith filed and are secured by a deed of trust on the land, and the buildings on the land are insured for \$300.00, the policy of insurance is also herewith filed.

Your commissioner reports that he collected from Mrs. Garris, the purchaser, as follows:

A bond secured as aforesaid and payable to Wm.S.Holland, Spe. Comr.	\$205.00
A " " " " " " " A.B.P.Holland	95.00
Cash	201.00
Making in all	<u>\$ 501.00</u>

And reports that he has paid out money as follows:-

To W.J.Kilby, Commissioner.	\$ 25.00 ✓
" A.P.Gomer, Clerk	9.86 ✓
" A.H.Baker, Sheriff	2.00 ✓
" R.A.Edwards, "	6.00 ✓
" J.W.Williams, Sheriff	2.00
" Wm.S.Holland, atto-	15.00
" " " " " atto- writ tax	1.50
" " " " " Spe. Comr. Commissions	19.02
" Suffolk Herald, hand bills,	1.00
" Fee to Wm.S.Holland for deed to purchaser	10.00
" Geo.W.Butts	75.50 ✓
" W.J.Stagg, and others	43.53 ✓
" A.W. Eley	8.85 ✓
" Wm.J.Norfleet	3.49 ✓

Amt. carried forward

Amount brought forward	\$
To J. Frank Eley	18.25 ✓
" C. B. Godwin	20.64 ✓
" J. O. Branch	3.44 ✓
" Jno. King	9.48 ✓
" S. B. Richards	9.67
Total amount paid out	\$ 269.23
By bal. in hand including bonds	<u>\$231.77</u>

It will be seen from these figures than the sum of twenty-six dollars and seventy-seven cents with interest from the first day of September 1898 should be taken from the bond for \$95.00 and added to the other bond, and that the rest of the said bond be paid to Mrs. A. B. P. Holland.

The last decree herein made no provision for the payment of small specific legacies mentioned in the will of said testator, Elijah Richards.

Respectfully Submitted.

Wm. S. Hallard, Special Commissioner

May 9 et. al.

75

Richardson & Co. et. al.

Report of W. S. Hallen
Spec. Comm. filed by
Comm. of Court
April 10 1899.

Collectors &
Disbursements.

↔ AUCTION SALE ↔ — OF — VALUABLE FARM!

Pursuant to a decree of the Circuit Court of Nansemond county, in the cause named below, I shall offer for sale at public auction, on the premises,

On Thursday, September 1, 1898,

at 3 o'clock P. M., sharp, the tract of land in the bill and proceedings of said suit mentioned, containing by estimation forty acres, more or less, sale in gross and not by the acre, it being the farm of which Elijah Richards died seized and possessed, and on which the widow of said Elijah Richards now lives, near Exit, in Nansemond county, Virginia.

TERMS—One-third cash, and the residue in one year from the date of sale; purchaser to give bond with good personal security, bearing interest from date of sale.

The purchaser will not get possession under his purchase till January 1, 1899.

This is a good little farm, and parties contemplating a purchase or wishing to make a paying investment are invited to examine the premises and attend the sale.

WILLIAM S. HOLLAND,

JULY 29, 1898.

SPECIAL COMMISSIONER.

I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, Virginia, do certify that the bond required of William S. Holland as Special Commissioner under the decree of said Court made on the 16th day of April, 1898, in the chancery cause pending in said court between W. J. Stagg and others, complainants, and George W. Butts and others, defendants, has been executed with security deemed sufficient by me.

Given under my hand this 25th day of July, 1898.

A. P. GOMER, CLERK.

↔ AUCTION SALE ↔

—OF—

VALUABLE FARM!

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On Thursday, September 1, 1898,

at 3 o'clock P. M., sharp, the tract of land in the bill and proceedings of said suit mentioned, containing by estimation forty acres, more or less, sale in gross and not by the acre, it being the farm of which Elijah Richards died seized and possessed, and on which the widow of said Elijah Richards now lives, near Exit, in Nansemond county, Virginia.

TERMS—One-third cash, and the residue in one year from the date of sale; purchaser to give bond with good personal security, bearing interest from date of sale.

The purchaser will not get possession under his purchase till January 1, 1899.

This is a good little farm, and parties contemplating a purchase or wishing to make a paying investment are invited to examine the premises and attend the sale.

WILLIAM S. HOLLAND,

JULY 29, 1898.

SPECIAL COMMISSIONER.

I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, Virginia, do certify that the bond required of William S. Holland as Special Commissioner under the decree of said Court made on the 16th day of April, 1898, in the chancery cause pending in said court between W. J. Stagg and others, complainants, and George W. Butts and others, defendants, has been executed with security deemed sufficient by me.

Given under my hand this 25th day of July, 1898.

A. P. GOMER, CLERK.

W. J. Stagg, and others,

vs.

Elijah Richards^s Admr. and others.

The undersigned, your special commissioner, begs to report that on the first day of September, 1898, having duly advertised, as directed by a former decree, ^{in this case} of the April term, 1898, he offered the farm in the bill and proceedings mentioned, for sale at public auction, at which sale Sarah C. F. Garriss became the last and highest bidder at the price and sum of \$501.00, and the said farm was knocked down to her, and upon her request she was given one week in which to comply with the terms of the sale, assuring your commissioner that she would have no difficulty in making her arrangements to comply. ^{end of the} At the week the said purchaser, Sarah C. F. Garriss learned that she could not comply with the terms of sale in so far as the cash payment was concerned. She then proposed to your commissioner that if the sale could be confirmed so that she could borrow money and execute a deed of trust on the property she could pay all cash. Your commissioner thinks that said purchaser can pay the cash, and, therefore, recommends a confirmation of the sale, and a decree directing a deed to be made to her upon the condition that she pay the money within ^{after} thirty (30) days of the date of said decree. *A copy of the land bills advertising the said sale is herewith filed.* Your commissioner says that after the payment of cost, debts and a few specific legacies the widow of Elijah Richards, deceased, has a life estate in the residue of the proceeds of sale, and he most respectfully recommends that said residue be invested by making a loan to said Sarah C. F. Garriss, securing the same by a deed of trust on the property sold, with direction that the dwelling house on the property be insured to further secure said debt.

Respectfully submitted,

Wm S. Hall and Spe. Commr.

W. J. Stagg's et. als.
vs

Elijah Richards Adurr et. al.

Report of Sale by
Wm. S. Halland.

W. J. Staggs, and others,

vs.

Elijah Richards' Admr., and others.

This cause came on this day to be again heard on the papers formerly read, and on the report of sale by Wm. S. Holland, special commissioner, filed this day by leave of Court, and was argued by counsel.

On consideration whereof, the Court doth, adjudge, order and decree that the sale of the lands in the bill and proceedings mentioned to Sarah C. F. Garriss be, and the same is, hereby confirmed, and, that if within thirty (30) days from the rising of this Court the said Sarah C. F. Garriss shall pay the whole purchase price, with interest from date of sale to the said special commissioner, then said Wm. S. Holland, who is hereby appointed a special commissioner for that purpose, shall make, execute and deliver to said Sarah C. F. Garriss a good and sufficient deed, with special warranty, conveying to her in fee-simple the lands in the bill and proceedings mentioned.

And the Court doth further adjudge, order and decree that in case the said purchaser pays the purchase price for said land, then the said Wm. S. Holland, special commissioner, shall pay first the cost of this suit and said sale, and shall then pay the debts reported by commissioner, Wilbur J. Kilby, and the residue of the money in hand, After paying said costs and said debts he shall, at the request of said Sarah C. F. Garriss, loan the same to her, ^{provided} provided she shall at the time execute and deliver to said special commissioner her bond for the same, containing a waiver of the Homestead Exemption, and secured by a first deed of trust on the land in the bill and proceedings mentioned, and, provided, further she shall immediately have the dwelling house on said

(2)

land insured in some reputable fire insurance company, to further secure
said bond, payable to said special commissioner, which shall be filed
in the papers of this cause, along with the report of said special
commissioner of his doings under this decree.

for three years, and renew such insurance from time to time until the debt is paid,

W. J. Stagg, and others,

vs.

Elijah Richards 'Admr, & others.

De cren

To be entered

Oct. 11 - 1898

Robert D. Stagg.

Entered in
Chancery

OR 3 Page 162

Stagg et, al.

vs

Richards Adm'r. et, al.

This cause come on this day to be again heard on the papers formerly read, and on the report of Commissioner W. J. Kibby filed herein March 31st 1898, and was argued by counsel:

On consideration whereof, the Court doth adjudge, order and decree that said report of Commissioner Kibby, to which no exception has been made or filed, be, and the same is, hereby ~~confirmed~~ affirmed.

That Court doth further adjudge, order and decree, that W. S. Hallam, who is hereby appointed a Special Commissioner for that purpose, proceed ^{at public auction} ~~at~~ ~~the~~ the tract of land in the bill and proceedings mentioned after first having advertised by printed hand bills posted in the vicinity for at least twenty days stating the time, place and terms of sale, to sell

the tract of land in the bill
and proceedings mentioned,
for cash one third, and
the residue in one year
from date of sale, with
interest from date of
sale, taking from the purchaser
a bond for the deferred pay-
ment, with good personal
security; but before the said special
commissioner shall do anything
under this decree he shall
enter into bond before the
clerk of this court in the penalty
of \$700.— with surety by
the said clerk deemed suffi-
cient, with condition that the
said special commissioner
faithfully discharge his duties
~~hereunder~~ under this and all
subsequent decrees ^{entered in this cause,} ~~hereunder~~,
and the said special commissioner
shall make report to court.

Triffin et. als.

v

Richards adur. et
als.

De cur.

Enter Apl. 16, 1898.
Robert R. Prentiss.

Entered in
Chancery

OB 3 Page 150

In the Circuit Court of Nansemond county, Virginia, in vacation this 10th day of December 1897.

Staggs et als.

vs

Richards,s Executor et als.

This cause came on this day to be heard on the bill taken for confessed as to the adult defendants who have been duly summoned, they failing to appear, demur, plead or answer, on the answer of the infant defendants by their guardian adlitem duly appointed at Rules with general replication thereto, and on reasonable notice to parties defendants of the application for this decree, and was argued by counsel:-

On consideration whereof the court doth adjudge, order and decree that one of the Commissioners of this court take, state and report to the next term of this court the following enquiries and accounts:

- (1) Whether or not there is any money or property in the hands of George W. Butts executor of all and singular the goods and chattels of Elijah Richards deceased?
- (2) Whether or not the lands of which the said Elijah Richards died seized and possessed will rent for enough in five years to pay his debts, together with the annual and fee-simple value thereof?
- (3) An account of the debts outstanding and unpaid against the estate of said Elijah Richards deceased, with priorities and dignities?
- (4) Any matter deemed pertinent by the said commissioner or any party in interest.

Robert D. Prentiss

*To the Clerk of the
Circuit Court of
Nansemond County. —*

Staggs et. als.

vs

Richards, s Executor et als.

The Clerk of the Circuit
Court of the county of Nanse-
mond will enter this decree.

Given Dec. 10, 1897.

Robert R. Huntis.

Entered in Chancery
Order Book No 3
Page 118,

Stagg, et. als.

v.

Richards' Executor et als.

This cause came on this day to be again heard on the papers formerly read, and on the petition of J. Peter Holland, Executor of William S. Holland, deceased, this day filed, and was argued by counsel.

On consideration whereof, it appearing to the Court that the late William S. Holland held as Special Commissioner in this cause the sum of Two Hundred and Thirty-one Dollars and Seventy-seven Cents, with interest thereon from the 1st. day of September, 1910; and, since the death of Mrs. Louisa F. Richards, that Geo. W. Butts is entitled to one-half of the amount in hand as the assignee of Solon B. Richards, and that George F. Pierce, Stephen Percy Pierce, Wilbert L. Pierce, Bessie May Pierce, and Effie E. Pierce are entitled to the remaining one-half of the amount in hand, to be divided equally among them, the Court doth adjudge, order, and decree that J. Peter Holland, Executor of William S. Holland, deceased, pay the Court Costs ~~including fee~~ for final decree, and pay the balance of the above-mentioned fund to those entitled, as follows, one-half to Geo. W. Butts, assignee of Solon B. Richards, and one-half to P.P. Deans, attorney for

the said George F. Pierce, Stephen Percy Pierce, Wilbert L.

and that the share of the two infants, or paid to J. W. A. Pierce father of said infants to be applied to their maintenance and support.
Pierce, Bessie May Pierce, and Effie E. Pierce, and that the

and said J. Peter Holland, Executor of William S. Holland, deceased, make report to this Court of the distribution of the said fund.

Stagg et als.

v.

Richards' Admr. et als.

DECREE.

Enter Nov. 4, 1911.

James L. W. Moore,

Entered in Chancery Order
Book No. 4 - Page 1490.

No. 171546

\$300.00

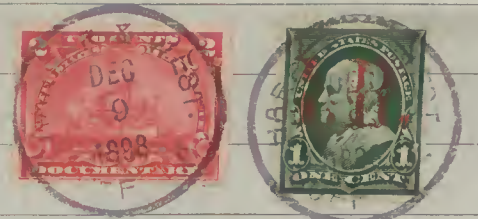
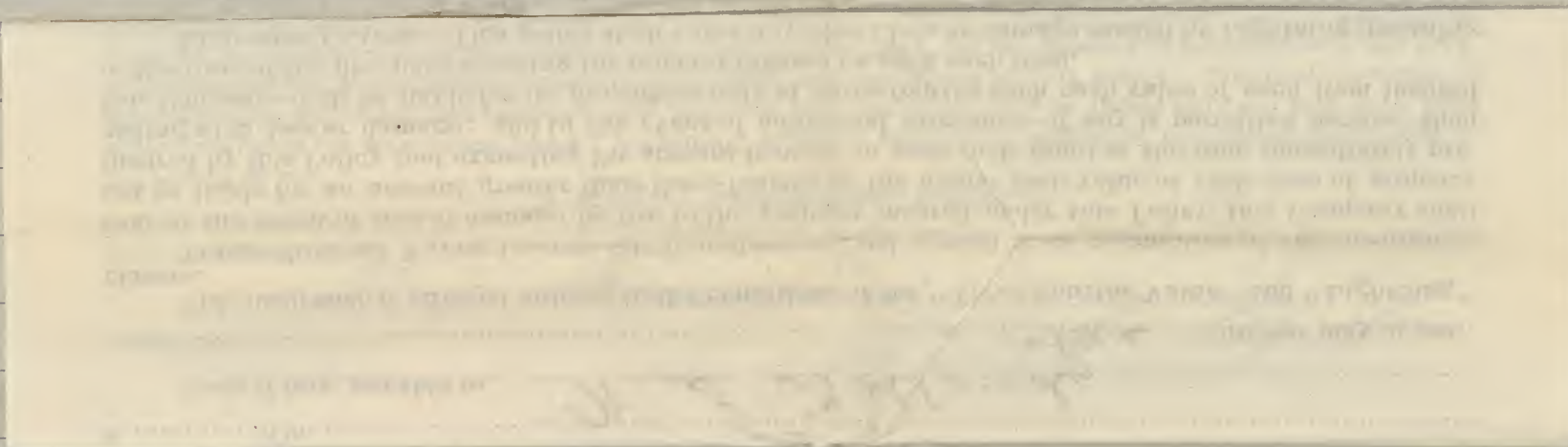
Virginia State Insurance Company

(FIRE)

INCORPORATED 1865

OF RICHMOND.

In Consideration of the Stipulations herein named and of
Does Insure Sarah C. F. Garuss Six no 100 Dollars Premium
for the term of 3 years
from the 10th day of December 1898, at noon, to the 10th day of December 1899, at noon,
against all direct loss or damage by FIRE, except as hereinafter provided,
To an amount not exceeding Three Hundred Dollars,
to the following described property while located and contained as described herein, and not elsewhere, to wit:



1 This company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for
2 depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or, if
3 they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined, the sum for which this company is liable, pursuant to this policy, shall be payable sixty days after due notice, ascertainment,
4 estimate and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy. It shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value,
5 and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can
6 be no abandonment to this company of the property described.
7 This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material fact
8 or circumstance concerning this insurance or the subject thereof; or if the interest of the insured in the property be not truly
9 stated herein; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or the
10 subject thereof, whether before or after a loss.
11 This entire policy, unless otherwise provided by agreement indorsed hereon or added hereto, shall be void if the insured
12 now has or shall hereafter make or procure any other contract of insurance, whether valid or not, on property covered in whole
13 or in part by this policy; or if the subject of insurance be a manufacturing establishment and it be operated in whole or in part
14 at night later than ten o'clock, or if it cease to be operated for more than ten consecutive days; or if the hazard be increased
15 by any means within the control or knowledge of the insured; or if mechanics be employed in building, altering, or repairing
16 the within described premises for more than fifteen days at any one time; or if the interest of the insured be other than uncon-
17 ditional and sole ownership; or if the subject of insurance be a building on ground not owned by the insured in fee-simple; or
18 if the subject of insurance be personal property and be or become incumbered by a chattel mortgage; or if, with the knowledge
19 of the insured, foreclosure proceedings be commenced or notice given of sale of any property covered by this policy by virtue of
20 any mortgage or trust deed; or if any change, other than by the death of an insured, take place in the interest, title, or posses-
21 sion of the subject of insurance (except change of occupants without increase of hazard) whether by legal process or judgment
22 or by voluntary act of the insured, or otherwise; or if this policy be assigned before a loss; or if illuminating gas or vapor be
23 generated in the described building (or adjacent thereto) for use therein; or if (any usage or custom of trade or manufacture to
24 the contrary notwithstanding) there be kept, used, or allowed on the above described premises, benzene, benzole, dynamite,
25 ether, fireworks, gasoline, greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine, or other
26 explosives, phosphorous or petroleum or any of its products of greater inflammability than kerosene oil of the United States
27 standard (which last may be used for lights and kept for sale according to law, but in quantities not exceeding five barrels,
28 provided it be drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building
29 herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for
30 ten days.
31 This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commo-
32 tion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all rea-
33 sonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring
34 premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind.
35 If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its con-
36 tents shall immediately cease.
37 This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of debt, money, notes, or securities;
38 nor unless liability is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements,
39 jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture,
40 tools, or property held on storage or for repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance
41 or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise;
42 nor for any greater proportion of the value of plate-glass, frescoes, and decorations than that which this policy shall bear to
43 the whole insurance on the building described.
44 If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract
45 and a warranty by the insured.
46 In any matter relating to this insurance, no person, unless duly authorized in writing, shall be deemed the agent of this
47 company.
48 This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed
49 term, provided that any increase of hazard must be made known to this company at the time of renewal, or this policy shall
50 be void.
51 This policy shall be cancelled at any time at the request of the insured, or by the company, by giving five days' notice of
52 such cancellation. If this policy shall be cancelled as hereinbefore provided, or become void or cease, the premium having
53 been actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining
54 the customary short rate; except that when this policy is cancelled by this company by giving notice it shall retain only the
55 pro rata premium.
56 If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or
57 corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the condi-
58 tions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such
59 interest as shall be written upon, attached, or appended hereto.

If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed, that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, shall, for the ensuing five days only, cover the property so removed in the new location; if removed to more than one location, such excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears to the value in all such new locations; but this company shall not in any case of removal, whether to one or more locations, be liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the time of fire, whether the same cover in new location or not.

If fire occur, the insured shall give immediate notice of any loss thereby in writing to this company, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and, within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this company, signed and sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire; the interest of the insured and of all others in the property; the cash value of each item thereof and the amount of loss thereon; all incumbrances thereon; all other insurance, whether valid or not, covering any of said property; and a copy of all the descriptions and schedules in all policies; any changes in the title, use, occupation, location, possession, or exposures of said property since the issuing of this policy; by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of fire; and shall furnish, if required, verified plans and specifications of any building, fixtures, or machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not interested in the claim as a creditor or otherwise, not related to the insured) living nearest the place of fire, stating that he has examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary public shall certify.

The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies thereof if originals be lost, at such reasonable place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made.

In the event of disagreement as to the amount of loss, the same shall, as above provided, be ascertained by two competent and disinterested appraisers, the insured and this company each selecting one, and the two so chosen shall first select a competent and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and damage, and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the expenses of the appraisal and umpire.

This company shall not be held to have waived any provision or condition of this policy or any forfeiture thereof by any requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for; and the loss shall not become payable until sixty days after the notice, ascertainment, estimate, and satisfactory proof of the loss herein required have been received by this company, including an award by appraisers when appraisal has been required.

This company shall not be liable under this policy for a greater proportion of any loss on the described property, or for loss by and expense of removal from premises endangered by fire, than the amount hereby insured shall bear to the whole insurance, whether valid or not, or by solvent or insolvent insurers, covering such property, and the extent of the application of the insurance under this policy or of the contribution to be made by this company in case of loss, may be provided for by agreement or condition written hereon or attached or appended hereto. Liability for re-insurance shall be as specifically agreed hereon.

If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or municipal, this company shall, on payment of the loss, be subrogated to the extent of such payment to all right of recovery by the insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such payment.

No suit or action on this policy, for the recovery of any claim, shall be sustainable in any court of law or equity until after full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire.

Wherever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage."

If this policy be made by a mutual or other company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may be written or printed upon, attached, or appended hereto.

This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto, and no officer, agent, or other representative of this company shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be subject of agreement endorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured unless so written or attached.

In Witness Whereof, The Virginia State Insurance Company have caused these Presents to be signed by their President and attested by their Secretary, this 9th day of December 1898

A. W. Randolph PRESIDENT.

Chas. A. Willis SECRETARY.

Countersigned at SUFFOLK, VA. this 9th day of December 1898 Wm. M. West Agent.

No. 171546

Virginia State Insurance Company

(FIRE)

INCORPORATED 1865

OF RICHMOND.

\$300.00

In Consideration of the Stipulations herein named and of
Does Insure Sarah C. F. Gariss for the term of 3 years
from the 10th day of December 1898, at noon, to the 10th day of December 1891, at noon,
against all direct loss or damage by FIRE, except as hereinafter provided,
To an amount not exceeding Three Hundred Dollars,
to the following described property while located and contained as described herein, and not elsewhere, to wit:

Sarah C. F. Gariss ASSURED.
\$ 300 On the Two story Shingle roof Frame
Building, and Additions, including Foundations, Plumbing, Steam and Water Pipes and Fix-
tures, and all Permanent Fixtures for Heating and Lighting, as part of the Building, while
occupied by Assured as a
Dwelling, and situated about 6 miles from
Suffolk, Va
\$ On
\$ On
Loss, if any, payable to W. S. Holland
as his interest may appear.

This insurance is effected subject to the conditions of the "Three-Fourths Value" and "Lightning" clauses.

THREE-FOURTHS VALUE CLAUSE.—It is understood and agreed to be a condition of this insurance, that in the event of loss or damage by fire to the property insured under this Policy, this Company shall not be liable for an amount greater than three-fourths of the actual cash value of each item of property insured by this Policy (not exceeding the amount insured on each such item) at the time immediately preceding such loss or damage; and in the event of additional insurance—if any is permitted hereon—then this Company shall be liable for its proportion only of three-fourths such cash value of each item insured at the time of the fire, not exceeding the amount insured on each such item.

LIGHTNING CLAUSE.—This policy shall cover any direct loss or damage caused by Lightning (meaning thereby the commonly accepted use of the term Lightning, and in no case to include loss or damage by cyclone, tornado or wind-storm), not exceeding the sum insured, nor the interest of the insured in the property, and subject in all other respects to the terms and conditions of this policy. Provided, however, if there shall be any other insurance on said property this Company shall be liable only pro rata with such other insurance for any direct loss by Lightning, whether such other insurance be against direct loss by Lightning or not.

\$ no other insurance permitted.

Attached to and made a part of Policy No. 1715-46 of the Virginia
State Insurance Company.

HARPER & WEST,
INSURANCE AGENTS,
SUFFOLK, VIRGINIA.

W. S. Holland AGENTS.



1 This company shall not be liable beyond
2 depreciation however caused, and shall in no ev
3 they differ, then by appraisers, as hereinafter pro
4 estimate and satisfactory proof of the loss have
5 and also to repair, rebuild, or replace the prop
6 be no abandonment to this company of the prop
7 This entire policy shall be void if the insur
8 or circumstance concerning this insurance or the
9 stated herein; or in case of any fraud or false sw
10 subject thereof, whether before or after a loss.
11 This entire policy, unless otherwise provid
12 now has or shall hereafter make or procure any o
13 or in part by this policy; or if the subject of insu
14 at night later than ten o'clock, or if it cease to b
15 by any means within the control or knowledge of
16 the within described premises for more than five
17 ditional and sole ownership; or if the subject of i
18 if the subject of insurance be personal property at
19 of the insured, foreclosure proceedings be comme
20 any mortgage or trust deed; or if any change, ot
21 sion of the subject of insurance (except change o
22 or by voluntary act of the insured, or otherwise;
23 generated in the described building (or adjacent t
24 the contrary notwithstanding) there be kept, use
25 ether, fireworks, gasoline, greek fire, gunpowder
26 explosives, phosphorous or petroleum or any of
27 standard (which last may be used for lights and
28 provided it be drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building
29 herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for
30 ten days.
31 This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commo-
32 tion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all rea-
33 sonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring
34 premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind.
35 If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its con-
36 tents shall immediately cease.
37 This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of debt, money, notes, or securities;
38 nor unless liability is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements,
39 jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture,
40 tools, or property held on storage or for repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance
41 or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise;
42 nor for any greater proportion of the value of plate-glass, frescoes, and decorations than that which this policy shall bear to
43 the whole insurance on the building described.
44 If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract
45 and a warranty by the insured.
46 In any matter relating to this insurance, no person, unless duly authorized in writing, shall be deemed the agent of this
47 company.
48 This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed
49 term, provided that any increase of hazard must be made known to this company at the time of renewal, or this policy shall
50 be void.
51 This policy shall be cancelled at any time at the request of the insured, or by the company, by giving five days' notice of
52 such cancellation. If this policy shall be cancelled as hereinbefore provided, or become void or cease, the premium having
53 been actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining
54 the customary short rate; except that when this policy is cancelled by this company by giving notice it shall retain only the
55 pro rata premium.
56 If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or
57 corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the condi-
58 tions herebefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such
59 interest as shall be written upon, attached, or appended hereto.

This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto, and no officer, agent, or other representative of this company shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be subject of agreement endorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured unless so written or attached.

In Witness Whereof, The Virginia State Insurance Company have caused these Presents to be signed by their President and attested by their Secretary, this 9th day of December 1898

A. W. Randolph PRESIDENT.

Chas. A. Willis SECRETARY.

Countersigned at SUFFOLK, VA. this 9th day of December 1898

W. S. Holland Agent.

Assignment of Interest by Insured

The interest of _____ as owner of property
covered by this Policy is hereby assigned to _____
subject to the consent of The VIRGINIA STATE INSURANCE COMPANY.

Dated _____

NOTE.—To secure Mortgagees, if desired, the Policy should be made payable on its face to such Mortgagee, as follows: Loss, if any, payable to * * * * as his interest may appear.

Consent by Company to Assignment of Interest.

The VIRGINIA STATE INSURANCE COMPANY hereby consents that the interest of _____ as owner of the property
covered by this Policy be assigned to _____ Agent.

Dated _____

Standard Fire Insurance Policy of the State of New York.

No. 171546

Expires, Dec 10th, 1901

Property, Dwelling

Amount, \$ 300. Premium, \$ 6.00

VIRGINIA STATE
INSURANCE CO.,
RICHMOND.

Sarah C. G. L. L. L.



It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.

Edition, March, 1897

Receipt for Cancellation.

189...

Received of The VIRGINIA STATE INSURANCE COMPANY, _____

Dollars,

Return Premium, in consideration of which, this Policy is hereby cancelled and surrendered to the Company.

In the Name of God, Amen

I Elijah Richards do make and declare this my last will and testament as follows: My desire is, that all my debts and funeral expenses be paid as soon after my decease as conveniently may be. And I give the rest of my property both real and personal to my beloved wife Louisa for and during her life. And ~~from~~ after her decease I give to Betie Oberry the sum of two dollars and fifty cents in lawful money and I also give the sum of two dollars and fifty cents to Worthy M Denson and the remainder of my effects both real and personal after the death of my dear wife Louisa I desire to be ^{divided} ~~equally~~ between my two children Solon B Richards and Anna D Pierce or their lawful heirs And I nominate and appoint Dr Geo W Butts as my Executor Given under my hand and seal this 26th day of April 1894

Elijah ^{my} Richards 
_{mark}

Signed by the testator in the presence of us and acknowledged by him to be his last will and testament done

in the presence of the Testator and
in the presence of each other

J. B. Branch

S. L. Saunders

Virginia

At a County Court held for the County
of Nansemond at the Courthouse
in the Town of Suffolk on mon-
day the 10th day of February
A.D. 1896

The last will and testament of Elyah
Richards late of this County deceased
was this day produced in Court and
proved according to law by the oaths
of J. B. Branch and S. L. Saunders the two
subscribing witnesses thereto and is
ordered to be recorded. And on the motion
of George W. Butts the executor named
in said last will and testament who
made oath according to law and together
with Charles B. Godwin his surety
(who justified on oath as to his suffi-
ciency) entered into and acknowledged
a bond in the penalty of three hundred
dollars conditioned as the law directs
Certificate is granted him the said
George W. Butts for obtaining a probate
of said last will and testament in

due form, And it is ordered that said
bond be recorded

Teste; R. B. Smith clerk
By A. Plomer D.C.

A Copy

Teste:

R. B. Smith Clerk
By A. Plomer D.C.

Fee 50 cts Paid by W. S. Holland

Elijah Richards
will

Virginia:

In the Circuit Court for the
County of Chancery.

Stagg & al.

Against

Richards & al.

} In Chancery

To the Circuit Court for the
County of Chancery:

In pursuance of the decree
pronounced by Hon. Robert R.
Prentiss, Judge of the Circuit Court
for the County of Chancery, in
vacation, on the 10th. day of De-
cember 1897, in the cause in
Chancery in said Court depend-
ing between W. J. Stagg, George
W. Griffin and others, Complain-
ants, and George W. Butts, Exec-
utor of Elijah Richards deceased,
Louisa Richards and others De-
fendants, the undersigned Wilbur
J. Kilby, one of the Commissioners
in Chancery of said Court, respect-
fully reports to Court as follows:
That on the 31st. day of Jan-

uary 1898, after the papers in said cause had been referred to him and he had been requested to execute said decree, he gave notice to the parties to said cause that he would proceed on this 18th day of February 1898, at his office in Suffolk, Virginia, to take state, settle and report to Court the several accounts required by said decree to be so taken, stated, settled and reported, as will appear by the endorsements on the original of said notice and the copies thereof herewith returned;

That the proceedings in the premises have been completed and the result thereof is respectfully submitted as follows:

Account No. 1

An Account showing whether or not there is any money or property in the hands of George W. Butts, executor of the last will and testament of Elijah Richards deceased:

Under this head the following account is stated showing all the money or estate of said Elijah Richards deceased, received by said executor and with which he became chargeable, and the disbursements made by him during the period covered by said account, showing no balance and no estate in his hands on the 18th day of July 1897, to wit:

Dr. The Estate of Elijah Richards, deceased.
In Account with George W. Butts, Executor. Cr.

1896				
Feb.				
10	The Executor qualified.			
19	By Cash received from the sales of the chattel estate of the deceased, per account of sales recorded in the Clerk's office of the County Court of said County.			133 31
	To cash paid Rob. R. Smith, clerk, his fees and the State tax on the probate of the will of the deceased, per rec.	3 00		
" "	paid E. W. Johnson for shroud for deceased "	9 65		
		12 65	133	31

1896
Feb.
19

Brought on
To paid the appraisers of the
estate as follows:

Richard Peel, per rect. 1 00

J. J. Saunders, " 1 00

E. W. Johnson " 1 00

" " Wm H. Luke, J. P. for ad-
ministering oaths to
the appraisers, per rect. 1 00

" " Geo. W. Butts, M. D. for pro-
fessional services rendered
the Testator during his last
illness and for medicines
furnished him, per rect. 20 00

May
28

" " Sydney T. Ellis, Treasurer,
State and County ^{taxes} due by
the Testator for the year 1895 per rect. 5 53

July
13

" " L. M. Roberts for coffin
for deceased etc. " 25 00

1897
July
10

" " Rob. R. Smith, clerk. for
recording the inventory and
appraisement of the estate, the
account of sales thereof and
this account. per rect. 3 00

" " John B. Pinner, Comr. of Ac-
counts, for his services, per rect. 6 00

" 5 per cent commissions on \$133.31 5 66

" Balance due the estate 51 47

133 31 133 31

1897
July
10

By Balance due the
estate brought on
To paid the Creditors of
the deceased $\frac{267}{1000}$ of their
claims as follows:

To Dr. A. W. Eley $\frac{267}{1000}$ of	\$10.00	267		
" J. E. Gray " of	40.00	1071		
" W. J. Corflect " of	4.03	107		
" J. F. Eley " of	1.50	40		
" John King " of	11.04	295		
" Geo. W. Butts " of	71.75	1919		
" S. B. Richards " of	11.25	300		
" Chas. B. Godwin " of	24.00	642		
" Geo. W. Butts " of	15.00	400		
" J. Q. Branch " of	4.00	106		
	<u>\$192.57</u>	<u>5147</u>	<u>51</u>	<u>47</u>

The said account is sup-
ported by satisfactory vouchers
and the bond of said executor
is in a penalty and with
surety deemed sufficient

Account No. 2

An Account showing whether or not the lands of which the said Elijah Richards died seised and possessed will rent for enough in five years to pay his debts together with the annual and fee-simple value thereof.

Under this head the Commissioner reports that the said Elijah Richards died seised and possessed of the following real estate, to wit:

All that certain tract or parcel of land situated in Chuckatuck Magisterial District in the County of Chancery and State of Virginia, containing by estimation twenty-four (24) acres, more or less, and bounded by the lands of Camilla Peel, or Richard Peel, her husband, Mary C. Archer's heirs, Sarah C. P. Garnis wife of Jesse W. Garnis, and others.

The assessed value of said land for taxation is - \$432.00 and that is about its true fee-simple value. Its annual or rental value, is \$35⁰⁰ or \$40.

About ten or fifteen acres of said land are cleared or arable, while the remainder is wood-land from which the timber has been cut, but upon which there is sufficient fire-wood and sail-timber. There are upon the place a dwelling, barn, crib and meat-house, but they are all in poor condition. Louisa, the widow of said Elijah Richards, holds the possession of the land and resides upon it.

The said land is the remnant or remainder of certain lands of which Cornelia C. Daniel, wife of Augustus Daniel was the owner and which were sold and conveyed by her and her husband to said Elijah Richards by their deed dated the 22 day of December 1873 and recorded the same

day on page 690 in deed-book No. 3
in the office of the clerk of the
County Court of said County.

A complete statement as to
how the said Cornelia A. Daniel
derived her title to said lands
is to be found in the deed of
partition dated the 26th. day of
March 1889 and recorded the next
day on page 460 in deed-book
No. 21 in said office.

All of said lands except
said parcel of twenty-four
acres, more or less, purchased
by said Elijah Richards from
said Cornelia A. Daniel and
husband, were sold by said
Elijah Richards sometime prior
to his death.

Account chs. 3

An Account of the debts outstanding and unpaid against the estate of said Elijah Richards deceased, with their priorities and dignities

Under this head the following statement is reported, showing the debts due by said Elijah Richards, or his estate, to wit:

To A. W. Eley, an account for \$ 10

" Interest from 10 Sept. 1895 to 10 July 1897, - 1 y. 10 m. 1 10

11 10

Paid by Geo. W. Butts, Executor, 10 July 1897

2 67

8 43

To Int. on \$8.43 from 10 July 1897 to 10 May 1898, - 10 m.

42 - 8 85

To M. J. Stagg, Geo. W. Griffin and E. W. Lane, a note for - \$ 40

" Interest from 1 Jan. 1894 to 10 July 1897, - 3 y. 6 m. 9 ds. 8 47

48 47

Paid by said Executor 10 July 1897

10 71

37 76

8 85

brought on	37	76	8	85
To Int. on \$37. ⁷⁶ from 10 July 1897 to 8 Octo. 1897, - 2m. 28 ds.		50		
" Costs of warrant		3	95	
	42	21		
" Int. on \$37. ⁷⁶ from 8 Octo. 1897 to 10 May 1898, - 7m. 2 ds.		1	32	43 53
To Wm. J. Corfleet an account for		4	03	
" Int. from 10 Jan. 1896 to 10 July 1897, - 1y. 6m.			36	
		4	39	
Paid by said Executor 10 July 1897		1	07	
		3	32	
To Int. on \$3. ³² from 10 July 1897 to 10 May 1898 - 10m.		17		3 49
To J. Frank Eley an account for		1	50	
" Int. from 10 Jan. 1896 to 10 July 1897, - 1y. 6m.			09	
		1	59	
Paid by said Executor 10 July 1897		40		
		1	19	
To Int. on \$1. ¹⁹ from 10 July 1897 to 10 May 1898 - 10m.		6		1 25
To John King, an account for		11	04	
" Int. from 10 Feby. 1896 to 10 July 1897, - 1y. 5m.			94	
	11	98	57	12

Brought on	11	98	57	12
Paid by said Executor 10 July 1897	2	95		
	9	03		
To Int. on \$9. ⁰³ from 10 July 1897 to 10 May 1898 - 10 m.		45	9	48
To Geo. W. Butts a note for	71	75		
" Int. from 10 Mar. 1896 to 10 July 1897. - 1 y. 4 m.	5	74		
	77	49		
Paid by said Executor 10 July 1897	19	19		
	58	30		
To Int. on \$58. ³⁰ from 10 July 1897 to 10 May 1898. - 10 m.	2	92	61	22
To Geo. W. Butts an account for	15			
" Int. from 10 Sept. 1895 to 10 July 1897. - 1 y. 10 m.	1	65		
	16	65		
Paid by said Executor 10 July 1897	4			
	12	65		
To Int. on \$12. ⁶⁵ from 10 July 1897 to 10 May 1898. - 10 m.		63	13	28
To Chas. B. Godwin, a note for	24			
" Int. from 10 Feby. 1896 to 10 July 1897. - 1 y. 5 m.	2	04		
	26	04		
Paid by said Executor 10 July 1897	6	42		
	19	62	141	10

brought on	19	62	141	10
To Int. on \$19.62 from 10 July 1897 to 10 May 1898 - 10 m.	98	20	60	
To Solon B. Richards a note for	11	25		
" Int. from 10 Feby. 1896 to 10 July 1897. - 1 y. 5 m.	96			
	12	21		
Paid by said Executor 10 July 1897	3			
	9	21		
To Int. on \$9. ²¹ / ₁₀₀ from 10 July 1897 to 10 May 1898 - 10 m.	46		9	67
To J. O. Branch an account for	4			
" Int. from 10 Feby. 1896 to 10 July 1897. - 1 y. 5 m.	34			
	4	34		
Paid by said Executor 10 July 1897	1	06		
	3	28		
To Int. on \$3. ²⁸ / ₁₀₀ from 10 July 1897 to 10 May 1898. - 10 m.	16		3	44
Total 10 May 1898		\$	174	81

From the facts stated in the foregoing accounts Nos. 2 and 3, it appears that the rents from the real estate of which said Elijah Richards died seized and possessed, would hardly be sufficient to discharge said debts

in five years.

Account chs. 4

An Account of any matter deemed pertinent by the undersigned, or any party in interest.

Under this head the Commissioner reports that he has no knowledge of any matter deemed pertinent other than such as is stated above, and that no party in interest has given him any information of any such matter.

Respectfully submitted this
18th. day of February 1898.

Wilbur J. Kilby,
Comm. in Chancery.

Commissioner's fee	\$ 25. ⁰⁰
Rob. A. Edwards, Shff. of Isle of Wight Co.	\$ 3. ⁰⁰
Alex. H. Baker " of Chausemond "	50 ^c
J. W. Williams " of Southampton "	50 ^c

Stagg & al

vs. } In Chy.

Richards & al.

Report of debts
etc. under decree
of 10 Dec. 1897

1898 March 31st

Filed A. P. Gomez clk

To
W. J. Stagg, George W. Griffie, E. W. Lane, George W.
Butts, John King and C. B. Godwin, Complainants,
and

George W. Butts, executor of Elijah Richards,
deceased, Louisa Richards, Solon B. Richards,
Bettie Abern, Wirtley M. Benson, Jerry E. Pieree, George
F. Pieree, Stephen Percy Pieree, Milbert L. Pieree,
Bessie May Pieree and Effie E. Pieree, (the five last-
named being infants under the age of twenty-one
years), and Richard H. Rawles, guardian ad litem for
said infants, Defendants

You are hereby notified that on the 18th, day of February 1898
at my office, in Suffolk, Va., (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 Judge of the Circuit Court of Nansemond County, Va., rendered the 10th,
day of December 1897 in the suit in chancery pending in said Court to which you
are parties, plaintiff^s and defendant^s, to wit:

1. An Account showing whether or not
there is any money or property in the hands
of George W. Butts, executor of the last will and
testament of Elijah Richards deceased.

2. An Account showing whether or not the
lands of which the said Elijah Richards
died seised, and possessed will rent for
enough in five years to pay his debts, to-
gether with the annual and fee-simple val-
ue thereof.

3. An Account of the debts outstanding and
unpaid against the estate of said Elijah Rich-
ards deceased, with their priorities and digni-
ties.

4. An Account of any matter deemed perti-
nent by the undersigned, or any party in interest

Given under my hand, as Commissioner in Chancery of said Court, this 31st, day of
January 1898

WILBUR J. KILBY,
Commissioner in Chancery.

Sufficient and legal service of this
notice is hereby accepted and ac-
knowledgeed by each of us this 10th day
of February 1898

Richard H Rawley
Guardian ad litem for
the within named
infant defendants.

Geo. W. Butts

Geo. W. Butts Executor of
Elijah Richards deceased
C. B. Godwin

John King

To

W. J. Stagg, George W. Griffin, E. W. Lane, George W. Butts, John King and C. B. Godwin, Complainants,

and

George W. Butts, executor of Elijah Richards deceased, Louisa Richards, Solon B. Richards, Bettie Obery, Witley M. Denson, Jerry E. Pierce, George F. Pierce, Stephen Percy Pierce, Wilbert L. Pierce, Bessie May Pierce, and Effie E. Pierce, (the five last named being infants under the age of twenty-one years), and Richard H. Rawles, guardian ad litem for said infants.

Defendants

You are hereby notified that on the 18th day of February 1898 at my office, in Suffolk, Va., (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 Judge of the Circuit Court of Hansemond County, Va., rendered the 10th day of December 1897 in the suit in chancery pending in said Court to which you are parties, plaintiff and defendant 1, to wit:

1. An Account showing whether or not there is any money or property in the hands of George W. Butts, executor of the last will and testament of Elijah Richards deceased.
2. An Account showing whether or not the lands of which the said Elijah Richards died seized and possessed will rent for enough in five years to pay his debts, together with the annual and fee-simple value thereof.
3. An Account of the debts outstanding and unpaid against the estate of said Elijah Richards deceased, with their priorities and dignities.
4. An Account of any matter deemed pertinent by the undersigned, or any party in interest.

Given under my hand, as Commissioner in Chancery of said Court, this

January

1898

31st

day of

WILBUR J. KILBY,

Commissioner of Chancery.

Executed by delivering to the within
named W J Stagg Geo W Griffin E W
Leane Bacon B Richards Jerry E Pierce
& Worley Mc Denson each a copy
of the within Notice Feby. 14th 1898

Ro A. Edwards
Shff

Stagg tal. }
vs. } In Chy.
Richards tal

To the Sheriff of
Isle of Wight County
Virginia to be
executed. 4-18

To
W. J. Stagg, George W. Griffin, E. W. Lane, George W.
Butts, John King and C. B. Godwin, Complainants

and
George W. Butts, executor of Elijah Richards deceased
Louisa Richards, Solomon B. Richards, Bettie Oberny,
Wirtley M. Benson, Jerry E. Pieree, George F. Pieree, Ste-
phen Percy Pieree, Wilbert L. Pieree, Bessie May
Pieree and Effie E. Pieree (the five last named be-
ing infants under the age of twenty-one years) and
Richard H. Rawles, guardian ad litem for said
~~defendants infants~~ Defendants

You are hereby notified that on the 18th day of February 1898
at my office, in Suffolk, Va., (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 Judge of the Circuit Court of Nansemond County, Va., rendered the 18th
day of December 1897 in the suit in chancery pending in said Court to which you
are parties plaintiff & and defendant &, to wit:

1. An Account showing whether or not there
is any money or property in the hands of George
W. Butts, executor of the last will and testa-
ment of Elijah Richards deceased.
2. An Account showing whether or not the
lands of which the said Elijah Richards
died seized and possessed will rent for
enough in five years to pay his debts, to-
gether with the annual and fee-simple
value thereof.
3. An Account of the debts outstanding
and unpaid against the estate of said
Elijah Richards deceased with their priori-
ties and dignities.
4. An Account of any matter deemed
pertinent by the undersigned, or any party
in interest.

Given under my hand, as Commissioner in Chancery of said Court, this 31st day of
January 1898

WILBUR J. KILBY,
Commissioner in Chancery.

Stagg tal
vs. } In Chy.

Richards tal.

To the Sheriff of
Southampton County,
Virginia, to be
executed

Executed Feb. 9th
1898 by delivering a
copy of this notice
to Belle Cherry

Due J. Williams
Shiff.
Shiff. fee 50 cts. for serving
this notice. Please remit.

I have served this notice on the
within-named Dorrisa Richards by
delivering a copy hereof to her in writing
this 8th day of February 1898
W. B. Apple
Deputy for Alex. H. Baker
Sheriff of Chatham County.

In the Circuit Court for the County of Naumond,
to wit:

THE ANSWER OF George F. Pierce, Stephen Percy Pierce, Wilbert L. Pierce, Bessie May Pierce and Effie E. Pierce

infants under the age of twenty-one years, by R. H. Rawles, a disinterested attorney,
guardian *ad litem*, assigned to defend them in this suit, to a bill of complaint exhibited against
them and others in the Circuit Court for the County of
Naumond, by W. J. Stagg, Geo. W. Griffin and others.

The respondents, reserving to themselves the benefit of all just exceptions to the said bill, for
answer thereto, answering by said guardian *ad litem*, say that they are infants of tender
years, and by reason of such disability are incapable of understanding, or of taking care of their
rights and interests, they therefore commend the same to the protection of the court, and pray that
no decree may be pronounced which will tend to their prejudice.

And having answered, the respondents pray to be hence dismissed with their reasonable costs,
in this behalf expended; and they will ever pray, &c.

R. H. Rawles Guardian *ad litem*.

Wm S. Hall and p. d.

State of Virginia }
OF } ss.
County of Naumond }

This day, R. H. Rawles, whose name is signed to
the foregoing answer, personally appeared before me, E. E. Holland
and made oath that the statements made therein, so far as they depend upon his own knowledge, are true,
and so far as they depend upon knowledge derived from others he believes them to be true.

Given under my hand, this 30th day of October 1897

E. E. Holland J.P.

Elijah Richards, & Exr. et al.

adv. }

ANSWER
OF
INFANT DEFENDANT.

W. J. Stagg, Geo. W.
Giffins et al.

In the Circuit Court of the county of Nansemond, Virginia:

To the Honorable Robert R. Prentiss, Judge of the Circuit Court of the county of Nansemond, in the state of Virginia:

Your orators, W.J.Stagg, Geo.W.Griffin, E.W.Lane, Geo. W. Butts, John King and C.B.Godwin, who sue for themselves and all other creditors of the late Elijah Richards who may be willing to come in and contribute to the costs of this suit, humbly complaining, show to the court:

copy That in the month of January 1896 said Elijah Richards departed this life, having in his lifetime made and published his last will and testament, that at the February (1896) term of the County Court of the said county of Nansemond, the said last will and testament was duly proved, and admitted to probat, an office of the said last will and testament is herewith filed as exhibit marked "A", and it is prayed that the same may be taken and read as a part of this bill of complaint, that the said Geo. W. Butts, the executor in the said will named, qualified as such at the said term of the said County Court, as will more fully appear from said exhibit A., that the said executor has fully administered all the personal estate of the said testator, and was enabled to pay a very small per cent of the indebtedness of the said estate.

That your orators, W.J.Staggs, E.W.Lane and Geo. W. Griffin, prior to the death of the said testator signed as sureties, for accommodation, a bond or note, with and for the said testator, payable to one J.E.Gray who received from the said executor his pro rata of the funds in the hands of the said executor, and, after crediting the same on the said note or bond, proceeded by a warrant before a justice of the county of Isle of Wight to recover a judgment against your said orators as sureties aforesaid, for the balance due on the said bond, and having recovered the said judgment, and having had issued and placed in the hands of Ro.A.Edwards, sheriff of the county of Isle of Wight, a writ of fieri facias for the taking of the goods and chattels of your said orators, they paid the said sheriff, the sum of \$42.21 on

the 8th day of October 1897, as will more fully appear by the receipt of the said sheriff to which is attached the statement of the said J.E.Gray, which is herewith filed as an exhibit marked "B" and it is prayed that the same may be taken and read as a part of this bill of complaint. Whereby your said orators say they are advised that they became creditors of the said estate.

They say that no part of the said sum of \$42.21 has ever been paid to them or to either of them, that the said note evidencing the said debt contained a waiver of the Homestead Exemption.

Your orator John King says that the said testor is justly indebted to him in the sum of \$8.84 due by account which is herewith filed an exhibit marked "C" and is prayed that the same may be taken and read as a part of this bill of complaint. He says the same is due, just, and that no part thereof has been paid.

Your orator, Geo. W. Butts, says that the said estate is justly indebted to him in the sum of \$85.00, no part of which has been paid.

Your orator, C.B.Godwin, says that the said testator is justly indebted to him in the sum of \$100.00, no part of which has ever been paid.

Your orators say that the said testator died seized and possessed in fee-simple of a small tract of land in the county of Nansemond in the state of Virginia, adjoining the lands of Jesse Garriss, Mr or Mrs Richard Peele and others, worth about three or four hundred dollars, and that there is no other estate or property belonging to the said testator.

Your orators say that the said will gives to Bettie Oberry and Wirtly M.Denson each the sum of \$2.50, to Louisa Richards, the widow of the said testator a life estate in all the property, real and personal, after paying the just debts of the testator, and at the death of the said widow, and after the payment of all just debts, and after the payment of the said specific legacies,

the rest and residue of the estate is given to Solon B. Richards and Anna L. Pierce, then the wife of Jerry E. Pierce, a son and daughter of the said testator.

And your orators further say that since the death of her said father, the said testator, the Anna L. Pierce died intestate leaving the said Jerry E. Pierce her said husband, and as her only heirs at law, five minor children as follows, to wit: Geo. F. Pierce, Stephan Percy Pierce, Wilbert L. Pierce, Bessie May Pierce and Effie E. Pierce. And your orators further say that the said son, Solon B. Richards has conveyed to the said Geo. W. Butts all his interest in the estate of his said father.

Forasmuch as your orators are remediless save in this court where such matters are alone and properly cognizable, they pray that the said Geo. W. Butts Executor of the estate of the said Elijah Richards deceased, Louisa Richards, Solon B. Richards, Bettie Oberly, Wirtley M. Denson, Jerry E. Pierce, Geo. F. Pierce, Stephen Percy Pierce, Wilbert L. Pierce, Bessie May Pierce and Effie E. Pierce, the last five are infants under the age of twenty-one years, may be made parties defendants to this bill of complaint, and, required to answer the same, but an answer on oath is hereby expressly waived, that an account of the debts outstanding and unpaid against the estate of the said Elijah Richards deceased may be taken and reported to court, that a commissioner of this court enquire and report the number of acres of land of which the said Elijah Richards died seized and possessed, together with its annual and fee-simple value, that the same may be sold and the proceeds of the sale be applied to the payment of debts of the said testator and the balance paid out under orders of this court, that all such other accounts may be taken, and enquiries directed as the nature of the plaintiffs' case may require, that all such other, farther and general relief be afforded your orators as the nature of their case may require or to equity and good conscience may seem meet, and they will ever pray &c. Let a subpoena go.

Wm. S. Hallen b. g.

W. J. Stagg
Rev. W. J. Stagg
2 W. J. Stagg & others
by W. S. Hallen, their
attorney.

Windsor Va. Oct, 8th 1897

Recd. of W. J. Stagg, E. W. Griffin
and E. W. Lane sureties on
a bond due by Elijah Richards
as principal with the aforesaid
as sureties for accommodation,
(on which bond a judg-
ment has been rendered by
Justice Crumpler) the sum of
forty two dollars and twenty
one cents ($\$42.\frac{21}{100}$) of which
 $\$38.26$; is amount due on
said note and the balance
of $\$3.75$ costs of said judgment
and execution thereon. The
said bond or note contained
a waiver of the Homestead
Exemption.

Ro A. Edwards Sheriff

I hereby certify that the state records
contained in the above receipt
are true, and that I was
the payee in the note and
plaintiff in the Warrant.

J. E. Gray



Windsor, Va., Oct 19 1897
 Mr. Elijah Richards -
Bought of JOHN KING,
 — DEALER IN —
 Dry Goods, Clothing, Shoes, Hats & General Merchandise.

SPECIALTIES { FANCY HAND-PICKED PEANUTS,
 FLOUR AND TOBACCO —

Also Conducts the FURNITURE AND UNDERTAKING BUSINESS in all its Branches.

1897

Jan 15 To Aunt of ofc Reed

July 16 By Check for Dr Geo W. Butts admsr

To Int to date

11.04

295

8.09

75

8.84

1845 Handed by

Stagg & others

vs. } Bill of Lamin -
 } plaint.

Richards, Exor. et al.

W J Stagg v others
vs In Chancery
Geo W Butts Adm v others
Chancery Notes.

1897 Oct. 30th Process issued returnable to
November rules third Monday.

" Nov. 22 Process returned executed in
all adult defendants.

" " " R S Rawles appointed guardian
ad litem for infant defendants
Bill file and decree nisi vs adult
defendants.

" Decr 6th Decree Nisi Confirmed and
cause set for hearing

Chaucery Notes