

1933-063
Nansemond Co (Suffolk) Chancery Causes: Marie E. Godwin vs E. E. Holland, Trst

73

Wingfield

E. E. HOLLAND,
ATTORNEY.

Suffolk Va., Sept. 28th 190K No.

THE FARMERS BANK OF NANSEMOND

SUFFOLK VA.

Pay to the order of J. E. Cole & F. H. Whitelaw Comm^r \$1079 ³²/₁₀₀
One thousand & nineteen & ³²/₁₀₀ Dollars

On acc^t bal. due trusted E. J. Goddard

E. E. Holland, Atty

Edward A. {Sp-
com
For Withmush

PAY ANY BANK, BANKER OR TRUST CO.
—OR ORDER—
THE NATIONAL BANK OF COMMERCE
OF NEW YORK, N.Y.
H. M. KERR, Cashier.
JUL 29 1904

ESTABLISHED 1873.

SUFFOLK, VA.,

June 14, 1901

Mr. E. C. Holland Trustee,

TO SUFFOLK HERALD, DR.
NEWSPAPER AND JOB PRINTING ESTABLISHMENT.

NO. 9 WASHINGTON SQUARE.

TERMS OF THIS BILL, NET CASH.

To Adv. Sale, Annie C. Godwin & Others,
4 Issues.

100. Fill Circulars of Land. of Clark Co.

Godwin Paid 7/10/01.

J. H. Bennett,

700

100.

800

74342

Dec 30

\$200.00 Two years after date, with legal interest from date
 until paid, payable semi-annually
we bind our selves, our heirs, executors and administrators, jointly and severally, to pay to
Jno. D. Corbee Jr
his heirs or assigns,
 the sum of Two hundred and fifty DOLLARS,
 for value received; and we hereby waive the benefit of the Homestead Exemption as to
 this debt, obligation and contract.

Secured by deed of trust on real estate in Manassas Co, Va.,
E. K. Keesee Trustee

Witness our hand and seal this 27th day of Dec 1897

Witness :

J. H. Burzys

Joseph M. Clark
Edwin T. Edwin



Int paid to Dec. 27th 1898 - E. E. H. M.

Int paid to Dec. 27th 1899 - E. E. H. M.

Jno. D. Corbell Jr

Aug 10 1901

Paid in full of within principal
and interest \$13707⁵⁰

E. E. H. M.

Mr. *Clark T Godwin*

see E. E. Holland

Dr.

1900.

To S. T. ELLIS, Treasurer of Nansemond County, Va.

No. <i>81</i>	State Tax, 30c. on \$100.	State School Tax, 10c. on \$100.	County Levy, 30c. on \$100.	Parish Levy, 8c. on \$100.	County School Tax, 5c. on \$100.	District School Tax, 5c. on \$100.	County Road Tax, 15c. on \$100.	TOTAL TAX.
No. of Acres <i>212</i>								
To Real Estate, value <i>\$ 2120.</i>	<i>636</i>	<i>212</i>	<i>636</i>	<i>X</i>	<i>106</i>	<i>106</i>	<i>318</i>	<i>2014</i>
" Personal Property, value <i>\$</i>								
" " " " " value <i>\$</i>								
" Poll Taxes		<i>1 00</i>					<i>50</i>	<i>2014</i>
Total								<i>101</i>
5 per cent. additional								<i>2115</i>
Total								

Received payment

10

day of

Aug

190*1*

of E. E. Holland Trustee

S. T. Ellis
Treasurer,
Per *[Signature]*

Mr. Clark T Godwin

Dr.

E. G. Holland

1901.

To S. T. ELLIS, Treasurer of Nansemond County, Va.

No. <u>88</u> <u>212</u> No. of Acres	State Tax, 30c. on \$100.	State School Tax, 10c. on \$100.	County Levy, 20c. on \$100.	Parish Levy, 8c. on \$100.	County School Tax, 5c. on \$100.	District School Tax, 5c. on \$100.	County Road Tax, 15c. on \$100.	TOTAL TAX.
To Real Estate, value \$ <u>2332</u>	<u>700</u>	<u>233</u>	<u>466</u>	<u>X</u>	<u>116</u>	<u>117</u>	<u>350</u>	<u>1982</u>
" Personal Property, value \$								
" value \$								
" Poll Taxes		<u>1 00</u>					<u>00</u>	<u>1982</u>
Total								<u>99</u>
5 per cent. additional								<u>2081</u>
Total								

Received payment

4

day of

Oct1902Sydney T. Ellis
Per _____ Treasurer.

1905-1906

38
190

385

$$\begin{array}{r} 20.81 \\ 1.71 \\ \hline 22.52 \\ \underline{3000} \\ 27.48 \end{array}$$

Mr. **E. E. Holland Trustee**

Dr. **Chuck Chuck Des**

1902.

To S. T. ELLIS, Treasurer of Nansemond County, Va.

No. 167	State Tax, 30c on \$100.		State School Tax, 10c. on \$100.		County Levy, 20c. on \$100.		Parish Levy, 8c. on \$100.		County School Tax, 5c. on \$100.		District School Tax, 5c. on \$100.		County Road Tax, 15c. on \$100.		TOTAL TAX	
No. of Acres																
To Real Estate, value \$																
" Personal Property, value \$ 900.	270		90		180		72		45		45		135		837	
" value \$																
" Poll Taxes			100										50		837	
Total																
5 per cent. additional																
Total																

Received payment **29** day of **Nov** 190**2**

W. A. King Treasurer.
Per

Mr. E. E. Hall and (Trustee M. E. Goewin) Dr.

Chas. Katurak a/c

1903

To S. T. ELLIS, Treasurer of Nansemond County, Virginia.

No. <u>162</u>	STATE TAXES.				County Levy. 20c. on \$100	County Road Tax, 15c. on \$100.	County School Tax, 5c. on \$100.	District School Tax, 5c. on \$100.	Parish Levy, 8c. on \$100.	TOTAL TAX.
	State Tax Support Gov. 20c. on \$100. R. E. and P. P. Schedule B.	State Tax Support Gov. 25c. on \$200. P. P. Sched. C	State School Tax 10c. on \$100. R. E. & P. P. Sched. B. & C	State Tax for Pensions 5c. on \$100. R. E. & P. P. Schedule B.						
Real Estate, acres-----valued \$-----										
Personal Property, schedule B. val. \$-----										
Personal Property, schedule C. val. \$ <u>960</u>		<u>2.40</u>		<u>48</u>	<u>192</u>	<u>168</u>	<u>48</u>	<u>48</u>	<u>77</u>	<u>821</u>
Value----- \$-----										
Poll-Tax for State and County-----										<u>1</u> <u>50</u>
Total-----										<u>821</u>
5 per cent. penalty-----										
Total-----										

Received payment 28 day of Dec 1903

Dr. A. King Treasurer.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

Sergeant Norfolk City
TO THE ~~SHERIFF~~ OF ~~NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

E. E. Holland, Trustee,

Elizabeth S. Godwin, Mollie Wing-
field and Louis Wingfield her
husband. Lloyd W. N. Godwin

Columbia St. N. S. Godwin his wife

Charles Godwin the last two
infants under the age of
twenty - one years, and Joseph
M. Clark

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 *March 1900*, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *Marie E. Godwin in her*

own right and as Administra-
trix of the personal estate of
Edwin T. Godwin, deceased,

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *20th* day of
March, 1 *900*, in the 12 *4*th year of the Commonwealth.

A copy—Teste:

Teste:

CLERK.

CLERK.

Executed in this 3rd
day of March 1900 by
serving a copy here
of Joseph M. Clark

J. T. Lawler Deput
City of Norfolk
by L. L. Quinn
Deputy

Whitehurst & Hughes p. q.

Marie E Godwin

&c others

vs. } In Chancery.

E Holland Trustee

E S Godwin & others

1900

March Rules.

Third Monday.

Nansemond Circuit Court.

Process Book No. 2

Page 160

Shirley C. C. C.

AUCTION SALE

—OF—

VALUABLE FARM!

By virtue of a decree of the Circuit Court of Nansemond county, entered on the 8th day of June, 1901, in the chancery cause of Annie E. Godwin and others vs. E. E. Holland, trustee, and others, and also by virtue of a deed of trust executed by Joseph M. Clark and Edwin T. Godwin, dated the 27th day of December, 1897, and duly recorded in the Clerk's office of the County Court of Nansemond county, and at the request of the beneficiary therein named, default having been made in the payment of the debt secured thereby, I shall sell to the highest bidder at public auction, FOR CASH, in front of the Courthouse door of Nansemond county, in Suffolk, Virginia,

On Monday, July 8, 1901,

(court day), at 12 o'clock M., the following valuable real estate, to wit:

All that certain tract of land in Nansemond county, Virginia, containing 212 acres, more or less, bounded on the north by Chuckatuck creek, on the east by the lands of Henry J. Pruden and others, on the south by the lands of E. C. Ramsay, and on the west by the lands of Charles B. Godwin, and being the same land sold and conveyed to the said Joseph M. Clark and Edwin T. Godwin by John D. Corbell, Jr., and wife, by deed duly recorded in Nansemond County Court Clerk's office.

This is an exceedingly valuable farm, and parties who desire to purchase a good home or make a good investment are requested to examine the same before day of sale.

Sale subject to present tenancy, and possession not to be given until January 1, 1902.

E. E. HOLLAND,

TRUSTEE.

JUNE 8, 1901.

J. Edward Cole,
Attorney at Law,
Norfolk, Va.

November 11, 1904.

Clerk of Circuit Court
Nansemond County, Virginia.

Dear Sir:-

Please forward to me such decrees as you may have in the case of Marie E. Codwin Vs. E. E. Holland, Trustee &c., in order that I may make up report as one of the Special Commissioners in said suit; and I will return the decrees with the papers which are in my possession, and the report as directed by the last decree.

Yours very truly,
J. Edward Cole

*The two decrees forwarded to
J E Cole Nov-12/1904 by mail*

READ THIS CONTRACT.

Form 15.

SOUTHERN EXPRESS COMPANY,

EXPRESS FORWARDERS.

DOMESTIC BILL OF LADING.

NOT NEGOTIABLE.

Received of

Valued at

DOLLARS,

and which amount the Charges are made by said Company, Marked

Which it is mutually agreed is to be forwarded to our Agency nearest or most convenient to destination only, and there delivered to other parties to complete the transportation.

It is part of the consideration of this contract, and it is agreed, that the said Express Company ARE FORWARDERS ONLY, and are not to be held liable or responsible for any loss or damage to said property while being conveyed by the CARRIERS to whom the same may be by said Express Company entrusted, or arising from the dangers of Railroads, Ocean or River Navigation, Steam, Fire in Stores, Depots, or in Transit, Leakage, Breakage, or from any cause whatever, unless, in every case the same be proved to have occurred from the fraud or gross negligence of said Express Company or their servants, unless specially insured by it and so specified on this Receipt, which insurance shall constitute the limit of the liability of the SOUTHERN EXPRESS COMPANY in any event: and if the value of the property above described is not stated by the shipper at the time of shipment, and specified in this receipt, the holder hereof will not demand of the SOUTHERN EXPRESS COMPANY a sum exceeding Fifty Dollars, for the loss of, or damage to the shipment herein receipted for. Nor shall the said Company be held responsible for the safety of said property after its arrival at its place of destination.

And if the same is entrusted or delivered to any other Express Company or Agent (which said Southern Express Company are hereby authorized to do), such Company or person so selected shall be regarded exclusively as the agent of the shipper or owner, and, as such, alone liable, and the Southern Express Company shall not be, in any event, responsible for the negligence or non-performance of any

such Company or person; and the shipper and owner hereby severally agree that all the stipulations and conditions in this receipt contained shall extend to and inure to the benefit of each and every Company or person to whom the Southern Express Company may intrust or deliver the above described property for transportation, and shall define and limit the liability thereof of such other Company or person. In no event shall the Southern Express Company be liable for any loss or damage, unless the claim therefor shall be presented to them in writing at this office, within thirty days after this date, in a statement, to which this receipt shall be annexed. All articles of GLASS, or contained in glass, or any of a fragile nature, will be taken at shipper's risk only, and the shipper agrees that the Company shall not be held responsible for any injury by breakage or otherwise, nor for damage to goods not properly packed and secured for transportation. It is further agreed, that said Company shall not, in any event, be liable for any loss, damage, or detention caused by the acts of God, civil or military authority, or by insurrection or riot, or the dangers incident to a time of war.

If any sum of money, besides the charge for transportation, is to be collected from the consignee on delivery of the above described property, and the same is not paid within thirty days from the date thereof, the shipper agrees that this Company may return said property to him at the expiration of that time, subject to the conditions of this receipt, and that he will pay the charges for transportation both ways, and that the liability of this Company for such property while in its possession for the purpose of making such collection, shall be that of warehousemen only.

Charge on Value

FOR THE COMPANY.

Freight,

THE SOUTHERN EXPRESS COMPANY

EXPRESS FORWARDERS TO ALL PARTS OF THE COUNTRY.

THE SOUTHERN EXPRESS COMPANY

AND ITS IMMEDIATE CONNECTIONS,

Represent 117,000 Miles of Express Routes.
and over 15,000 Agencies,

WITH

*Lines in 46 States and Territories and the British Provinces,
and Connections with European Expresses.*

All matter shipped by Southern Express Company is forwarded in charge of experienced Messengers by the fastest trains.

Goods are handled at offices and en route with due care and consideration.

This old and responsible Express Company and its connections afford the QUICKEST and the SAFEST means for the transportation of CURRENCY, GOLD, SILVER, BULLION, JEWELRY and VALUABLES of all descriptions, FREIGHT, PARCELS, &c.

Collections made with or without goods.

Favorable Rates on Farm Products, Fruit, Vegetables, Butter, Eggs, Etc., and for Game, Fish and Oysters.

PRINTED MATTER,

Books, Sheet Music, Seeds, Bulbs, Chromos, Engravings, Lithographs, Posters, and other matter wholly in print, sent by manufacturers, publishers or dealers (charges prepaid) will be carried in

Packages of 1½ lbs. or less, 10 cts. each—over 1½ lbs. and not exceeding 4 lbs., ½ cent for each additional ounce, to any Office of this Company.

REDUCED RATES ON CURRENCY OR GOLD COIN REMITTANCES

\$20, or less.....	15c	\$150.....	25c to
40.....	20c	175.....	30c to
50.....	25c	200.....	30c to
70.....	25c to 30c	225.....	35c to
80.....	25c to 40c	250.....	35c to
100.....	25c to 45c	300.....	35c to
125.....	25c to 50c	LARGER SUMS IN MUCH SMALLER PROPORTION	

Merchandise Packages at Low Rates where the Value does not exceed

1 pound.....	
Over 1 pound to 2 pounds.....	25c to
Over 2 pounds to 3 pounds.....	25c to
Over 3 pounds to 4 pounds.....	25c to
Over 4 pounds to 5 pounds.....	25c to
Over 5 pounds to 7 pounds.....	30c to

According to distance.

Buy all your Money Orders from the Southern Express Company

RATES ARE AS FOLLOWS:

Not Over \$ 2.50.....		Express Charge
Not Over 5.00.....		
Not Over 10.00.....		
Not Over 20.00.....		
Not Over 30.00.....		
Not Over 40.00.....		
Not Over 50.00.....		
Not Over 60.00.....		
Not Over 75.00.....		
Not Over 100.00.....		
Over 100.00.....		at above

All Available Text Successfully Captured

LAW OFFICES OF
COLE & WELLS.
CHAMBERLAINE BUILDING.
NORFOLK, VA.

August 22, 1903.

Mr. A. P. Gomer,
Clerk Circuit Court of Nansemond Co.,
Suffolk, Va.

Dear Sir:

We are in receipt of papers in case of Godwin v. Godwin sent us by express. This is not the suit we had reference to; perhaps we were not as particular in naming the suit as we should have been.

The style of the suit in which we are interested, is "Marie E. Godwin, adm'x. of Edwin T. Godwin, dec'd., v. E. E. Holland, Trustee, Elizabeth S. Godwin et als." Kindly send us the papers in this suit.

We return the other papers to-day by Southern Express.

Very truly,

Edw. Cole & Wells

Sent Aug 24/1903

READ THIS CONTRACT.

Form 15.

SOUTHERN EXPRESS COMPANY,

EXPRESS FORWARDERS.

DOMESTIC BILL OF LADING.

NOT NEGOTIABLE.

Received of

One CD Key Papers

Valued at

DOLLARS,

and for which amount the Charges are made by said Company, Marked

Bole & Wells

Charlottesville Va.

1903

Which it is mutually agreed is to be forwarded to our Agency nearest or most convenient to destination only, and there delivered to other parties to complete the transportation.

It is part of the consideration of this contract, and it is agreed, that the said Express Company FORWARDERS ONLY, and are not to be held liable or responsible for any loss or damage to said property while being conveyed by the CARRIERS to whom the same may be by said Express Company trusted, or arising from the dangers of Railroads, Ocean or River Navigation, Steam, Fire in Stores, Spots, or in Transit, Leakage, Breakage, or from any cause whatever, unless in every case the same be proved to have occurred from the fraud or gross negligence of said Express Company or their servants, unless actually insured by it and so specified on this Receipt, which insurance shall constitute the limit of the liability of the SOUTHERN EXPRESS COMPANY in any event; and if the value of the property above described is not stated by the shipper at the time of shipment, and specified in this receipt, the holder thereof will not demand of the SOUTHERN EXPRESS COMPANY a sum exceeding Fifty Dollars, for loss of, or damage to the shipment herein receipted for. Nor shall the said Company be held responsible for the safety of said property after its arrival at its place of destination.

and if the same is entrusted or delivered to any other Express Company or Agent (which said Express Company are hereby authorized to do), such Company or person so selected shall be held exclusively as the agent of the shipper or owner, and, as such, alone liable, and the Southern Express Company shall not be, in any event, responsible for the negligence or non-performance of any

such Company or person; and the shipper and owner hereby severally agree that all the stipulations and conditions in this receipt contained, shall extend to and inure to the benefit of each and every Company or person to whom the Southern Express Company may intrust or deliver the above described property for transportation, and shall define and limit the liability thereof of such other Company or person. In no event shall the Southern Express Company be liable for any loss or damage, unless the claim therefor shall be presented to them in writing at this office, within thirty days after this date, in a statement, to which this receipt shall be annexed. All articles of GLASS, or contained in glass, or any of a fragile nature, will be taken at shipper's risk only, and the shipper agrees that the Company shall not be held responsible for any injury by breakage or otherwise, nor for damage to goods not properly packed and secured for transportation. It is further agreed, that said Company shall not, in any event, be liable for any loss, damage, or detention caused by the acts of God, civil or military authority, or by insurrection or riot, or the dangers incident to a time of war.

If any sum of money, besides the charge for transportation, is to be collected from the consignee on delivery of the above described property, and the same is not paid within thirty days from the date thereof, the shipper agrees that this Company may return said property to him at the expiration of that time, subject to the conditions of this receipt, and that he will pay the charges for transportation both ways, and that the liability of this Company for such property while in its possession for the purpose of making such collection, shall be that of warehousemen only.

Charge on Value,

FOR THE COMPANY

Signature,

Bole

John Shepherd

THE SOUTHERN EXPRESS COMPANY

EXPRESS FORWARDERS TO ALL PARTS OF THE COUNTRY.

THE SOUTHERN EXPRESS COMPANY

AND ITS IMMEDIATE CONNECTIONS,

Represent 117,000 Miles of Express Routes.
and over 15,000 Agencies,

— WITH —

*Lines in 46 States and Territories and the British Provinces,
and Connections with European Expresses.*

All matter shipped by Southern Express Company is forwarded in charge of experienced Messengers by the fastest trains.

Goods are handled at offices and en route with due care and consideration.

*** This old and responsible Express Company and its connections afford the QUICKEST and the SAFEST means for the transportation of CURRENCY, GOLD, SILVER, BULLION, JEWELRY and VALUABLES of all descriptions, FREIGHT, PARCELS, &c.

Collections made with or without goods

Favorable Rates on Farm Products, Fruit, Vegetables, Butter, Eggs, Etc., and for Game, Fish and Oysters.

PRINTED MATTER.

Books, Sheet Music, Seeds, Bulbs, Chromos, Engravings, Lithographs, Posters, and other matter wholly in print, sent by manufacturers, publishers or dealers (charges prepaid) will be carried in

Packages of $\frac{1}{4}$ lbs. or less, 10 cts. each—over $\frac{1}{4}$ lbs. and not exceeding 4 lbs., $\frac{1}{2}$ cent for each additional ounce, to any Office of this Company.

REDUCED RATES ON CURRENCY OR GOLD COIN REMITTANCES.

\$20, or less.....	15c	\$150.....	25c to 60c
40.....	20c	175.....	30c to 75c
50.....	25c	200.....	30c to 85c
70.....	25c to 30c	225.....	35c to 90c
80.....	25c to 40c	250.....	35c to \$1.00
100.....	25c to 45c	300.....	35c to \$1.25
125.....	25c to 50c	LARGER SUMS IN MUCH SMALLER PROPORTION	

Merchandise Packages at Low Rates where the Value does not exceed \$5

1 pound.....	25c
Over 1 pound to 2 pounds.....	25c to 30c
Over 2 pounds to 3 pounds.....	25c to 40c
Over 3 pounds to 4 pounds.....	25c to 50c
Over 4 pounds to 5 pounds.....	25c to 75c
Over 5 pounds to 7 pounds.....	30c to \$1.00

According to distance.

Buy all your Money Orders from the Southern Express Company

RATES ARE AS FOLLOWS:

Not Over \$ 2.50.....	Express Charge
Not Over 5.00.....	
Not Over 10.00.....	
Not Over 20.00.....	
Not Over 30.00.....	
Not Over 40.00.....	
Not Over 50.00.....	
Not Over 60.00.....	
Not Over 75.00.....	
Not Over 100.00.....	
Over 100.00.....	at above rate

J. EDWARD COLE.

E. R. F. WELLS

LAW OFFICES OF
COLE & WELLS.
CHAMBERLAINE BUILDING.
NORFOLK, VA.

August 19, 1903.

Clerk of the Circuit Court of Nansemond Co.,
Suffolk, Va.

Dear Sir:

Will you kindly forward us the papers in the
chancery suit of Godwin v. Godwin, pending in your Court.
Mr. Cole is counsel for various parties in the case, and we
need the papers in taking depositions.

Very truly,

Cole & Wells

Sent by Express

Aug 21st 1903.

Returned August 24th 1903

Marie C. Godwin
42 } In Chancery
C. C. Holland,
Trustee &c.

Enclosure. 42.

These papers are being deposited
in the Court for various parties to the case, and are
not to be taken out of the Court by any party.
All you should forward to the Judge to be
deposited in the Court.

Witness my hand
this 12th day of June 1882.

These papers are
in the hands of
J. E. Ballou.

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE
CIRCUIT COURT OF NANSEMOND COUNTY:

The undersigned, who, by virtue of a decree of the
Circuit Court of Nansemond County, entered on the 8th day
of June, 1901, in the Chancery Cause of ^{Marie} ~~Annie~~ E. Godwin and
others v. E. E. Holland, Trustee, and others, and also by
virtue of a deed of trust executed by Joseph M. Clark and
Edwin T. Godwin, dated the 27th day of December, 1897, was
authorized to sell, at public auction, for cash, in front
of the courthouse of Nansemond County, all that certain
tract of land, in Nansemond County, Virginia, containing
two hundred and twelve (212) acres, more or less, bounded
on the North by Chuckatuck Creek, on the East by the lands
of Henry J. Pruden and others, on the South by the lands
of E. C. Ramsey, and on the West by the lands of Charles B.
Godwin, begs to report as follows: That on Monday, the 8th
day of July, 1901, after thirty (30) days advertsiement of
same, he offered said property for sale, in front of the
courthouse door of Nansemond County, Virginia, and the same
was purchased ^{by W. H. Jones Jr} for the price of Twenty-five hundred and twen-
ty-five dollars (\$2525.00) and a deed made to the purchaser
thereof.

And the undersigned, after paying the indebtedness
secured by the said deed of trust and the costs and expenses
of sale, deposited the balance in the Farmers Bank of Nanse-
mond and it has so remained on deposit until the 25th day
of September, 1904, when, by virtue of another decree en-
tered in this cause, he paid said sum to J. E. Cole and F. M.
Whitehurst, Special Commissioners.

The Trustee begs to submit herewith the following
account of his transactions and asks that the same be ap-
proved by the court :

E. E. HOLLAND, TRUSTEE,

IN ACCOUNT WITH E. T. GODWIN.

1901.

July 23rd	To proceeds of sale of Godwin farm,		\$2525. 00
Aug. 10th	By fee for advertising,	\$8.00	
Aug. 10th	By fee for Auctioneer,	10.00	
Aug. 10th	By fee for deed,	10.00	
Aug. 10th	By commissions retained,	126.25	
Aug. 10th	By amt. paid ben. under deed of trust,	1370.75	
Aug. 10th	By taxes for year 1900,	21.15	
Aug. 10th	To balance due as of this date,	978.85	
		<u>\$2525.00</u>	<u>\$2525. 00</u>

1901.

Oct. 25th	To amt. deposited in Bank,		\$978. 85
Oct. 25th	To int. at 3% to Oct. 25, 1902,		29. 36
Oct. 25th	By taxes paid (1901-1902)	\$29.18	
Oct. 25th	To bal. due Oct. 25, 1902,	\$79.03	
		<u>\$1008.21</u>	<u>\$1008.21</u>

1902.

Oct. 25th	To blance in Bank Oct. 25th		\$979.03
Oct. 25th	To int. on above from Oct. 1902-1903		29.34
Oct. 25th	By taxes for 1903,	\$8.21	
Oct. 25th	To bal. due Oct. 25, 1903,	1000.16	
		<u>\$1008.37</u>	<u>\$1008.37</u>

1903.

Oct. 25th	To balance due,		\$1000.16
Oct. 25th	To int. on aboe from Oct. 1903 to Sep. 25 '04		27.37
Oct. 25h	By taxes retained for 1904,	\$8.21	
	To bal. due Sept. 25, 1904.	1019.32	
		<u>\$1027.53</u>	<u>\$1027.53</u>

1904.

Sept. 25th	To balance due	\$1019.32	
Sept 28 th	By amount paid Whitelust hole, Connors	1019.32	

Respectfully submitted,

Sept. 1904

E. E. Holland,
Trustee

Marie E Godwin.

Wm Chancery

E. E. Holland Trustee.
Hc

Godwin

v

Holland Trustee

In the Circuit Court for the
County of Nansemond, in the State of Virginia.

-----ooo-----

In the matter of Marie E. Godwin, in her own right, and as administratrix etc., vs. E. E. Holland, Trustee, et als.	:	:	:	:	:	:
						In Chancery.

The exceptions of Lloyd W. N. Godwin to the report of Commissioner C. H. Causey, Jr., filed on the _____ day of _____, 1902.

This defendant excepts to the report of said commissioner for the following reasons, to-wit:

1. The Administratrix is charged with only 2/3 of the rent of the farm for the year 1899, when she should have been charged with the total rent, amounting to Three Hundred and Seven dollars and Seventy cents (\$307.70), her dower interest in said farm, having been assigned to E. E. Holland, Trustee, to secure the encumbrance thereon.

2. The said commissioner should have charged the Administratrix with the rent of said farm for the years 1900-1901; and also should have charged the Administratrix with the sum of Three Hundred dollars (\$300.00) for a barge belonging to the estate, which she did not sell, and for which she was offered the said sum of Three Hundred dollars (\$300.00).

3. This defendant excepts to the allowance made by the commissioner, of credits to the Administratrix for all sums paid to David Pipin and Fred Emory, for watching said brage, which should have been promptly sold and for the further reason that they are not vouchers with said accounts beyond the canceled check, and nothing to show for what said payments were made

4. This defendant excepts to all payments made to Claude Walker, a son of the Administratrix, because the voucher

for said payments consisted only in canceled checks, without showing in any way what said payments were for, so that the legality for the same could not be passed upon, and although called upon for testimony upon this point, the Administratrix produced none.

5. This defendant **excepts** to credit allowed for premiums paid the Seaboard Fire Insurance Company, upon the security bond, over and above the premium for the first and second years, during which time the Administratrix should have completed her accounts and settled the same before the commissioner.

6. This defendant **excepts** to the allowance of credit by the commissioner to the Administratrix, ~~of~~ commissions amounting to One Hundred and Forty Nine dollars and Fifty Six cents (\$149.56), and in addition thereto, an Attorneys fee to Whitehurst & Hughes of One Hundred dollars (\$100.00); because the Administratrix had no ground whatsoever upon which to file her bill in this cause, and to bring her suit; but should have settled her accounts at the end of the year in the manner provided by law, and instead of doing so, this suit was commenced almost immediately upon the expiration of the first year of the administration, and has been conducted at great expense, which should have been borne by the Administratrix in her own right.

7. This defendant also excepts the allowance by said commissioner against the estate of the unpaid premiums of Thirty Five dollars (\$35.00), due the Seaboard Fire Insurance Company, and the account of Seventy dollars (\$70.00), due W. H. French. The unpaid premiums should be paid by the Administratrix personally, out of her distributive share of the estate, and the claim of W. H. French for Seventy dollars (\$70.00) in no way constitutes a liability against the estate, the consideration of said debt having entirely failed.

Lloyd W. N. Goddard
By J. Edward Adair

Marie E. Godwin, in her
own right & co
✓ } In chambers
E.E. Holland Trustee
~~Lloyd W.D.~~

Executions of Lloyd W.D.
Godwin - to report of
Commissioner C.H. Canby

Lloyd W.D. Canby

Q. If you would please state what the farm in Harrison County was worth for during the year 1899?

A. I was told by Mr. Archer and Mr. Jones that they paid \$1000 for it. I was also told by Mr. Jones that he paid \$1000 for it.

Q. What is a fair rental value for the farm if that?

A. From what people told me around there I would think that \$100.00 would be a fair value for it.

Q. Did the farm ever produce during your father's life?

A. On the last year, he rented it to Mr. Archer the year that he died.

Q. Did you or any of your brothers rent it to Mr. Archer the year 1900?

A. Yes sir.

Q. Do you know what the farm rented for during the year 1900?

A. The other Mr. Archer that lives down I don't know what his name is told me that he paid \$200.00 for it the other brother, the living one, he told me that he paid \$100.00 for it the other brother, the living one, he told me that he paid \$100.00 for it.

Q. Do you know whether the farm was rented for the year 1901?

A. I know that Mr. Jones told me that he rented it. The gentleman living in the little house told me that he paid \$100.00 for it the other brother, the living one, he told me that he paid \$100.00 for it.

Q. Have you examined the list of the account of 1899? or the Arkansas estate property of your brother?

A. Yes sir.

Q. What personal property, if any, belonging to his estate, was not sold by his administrator?

A. The mule and horse, and one for boat and one for mule, and one mule and one horse.

Q. What became of the boiler and heater?

A. The boiler and heater was sold here in Norfolk I don't know what it brought.

Q. Where did the boiler and heater come from?

A. It was on Board the ship in Norfolk. (A - was the same boiler that was on the ship in Norfolk and was sold here.)

Q. How did your father manage to get the boiler and heater?

A. It was in the hands of a man named John Jones who was a partner in the firm of Jones and Jones. He was a partner in the firm of Jones and Jones and was a partner in the firm of Jones and Jones.

Q. How did your father manage to get the boiler and heater?

A. They were sold to the firm of Jones and Jones and the boat hull and were sold to the firm of Jones and Jones for \$50.00.

Q. What was the name of the man who sold the boiler and heater?

A. He was named John Jones and was a partner in the firm of Jones and Jones.

Q. How did your father manage to get the boiler and heater?

A. But if I remember it right, it was the same man who sold the boiler and heater to the firm of Jones and Jones and was a partner in the firm of Jones and Jones.

Q. Was the boiler and heater sold to the firm of Jones and Jones?

A. No sir. It was sold to the firm of Jones and Jones.

Q. What was it worth?

A. It was sold at \$300 or \$400. The man that was with me on it said that he received \$300.00 for it, and he begged me to let it go.

Q. And you say that Barge number four was the one which the man named Pippin was with on it?

A. I don't know. There were three of them, however.

Q. What other personal property was not sold?

A. There was one barrel and one box.

Q. What were they worth?

1. The first thing I saw when I got up was...
2. I think it was about 10:30 when I...
3. The first thing I saw when I got up was...
4. The first thing I saw when I got up was...
5. The first thing I saw when I got up was...
6. The first thing I saw when I got up was...
7. The first thing I saw when I got up was...
8. The first thing I saw when I got up was...
9. The first thing I saw when I got up was...
10. The first thing I saw when I got up was...

Maris E. Godwin & C
V. J. De Chaussey
E. E. Holland. Trustee, E. S.
Godwin & others

Deposition of
L. H. N. Godwin

J. Edward Cole.
Attorney at Law,
Norfolk, Va.

Subscribed & sworn to
by the Deponent

Marie & Godwin

W. In Chancery

E. E. Holland Trustee

1.3