

1933-106
Norfolk Co (Suffolk) Chancery Causes: George T. Rawls & wife et al vs John W. Beaton & wife et al

130

Everett, Kendrick, Haslett, Rawles, Lawrence, Lewis

John K. Hutton R.J.
Geo. J. Rawles & als

vs.
John W. Beaton & al

Dec. 16 - 1916 -

130

~~\$~~1250 to ~~\$~~1500.

Simon M. Lawrence

40 yrs old.

Block D. ~~\$~~1000. to ~~\$~~1250

Lots No. 13 + 12, ~~\$~~200. to ~~\$~~250.

C. L. Lewis. \$1600.

41

	Kate Ruwac
	J. W. Meade
	~~W. F. Meade~~
	Harriet
	see above
	W. M.

$$\begin{array}{r}
 280.29 \\
 195.94 \\
 \hline
 84.35 \\
 7.50 \\
 \hline
 76.85 \\
 28.50 \\
 \hline
 \$48.35
 \end{array}$$

$$\begin{array}{r}
 119.09 \\
 28.50 \\
 48.35 \\
 \hline
 \$195.94
 \end{array}$$

S. E. EVERETT

JOHN K. HUTTON

LAW OFFICES

Everett & Hutton

SUFFOLK, VA.

December 16, 1916.

Mr. G. E. Bunting,
Suffolk, Va.

Dear Clerk:

Find enclosed papers in the suit of George T. Rawls and
others against John W. Beaton and others together with check of
\$7.50 to pay deposit fee.

Very truly yours,

A handwritten signature in dark ink, appearing to read "J. K. Hutton", with a long horizontal flourish extending to the right.

Virginia, In vacation, in the Circuit Court for Harrison
County, December 16, 1916.

George T. Rawls and Mary F. Rawls, his wife,
P. L. Everett and Anna E. Everett, his wife,
Anna W. Kendrick and W. J. Kendrick, her
husband, and S. E. Everett and Julia L.
Everett, his wife.....Complainants.

vs

John W. Beaton and Stella Beaton, his wife,
Kate Rawls, William W. Haslett and Cooley Haslett,
his wife, Robert Everett Haslett, and William
Lloyd Haslett, the last named being an infant under
the age of twenty-one years.....Defendants

This day came the complainants ^{by consent of all parties} and filed their bill of complaint,
and ~~Wm~~ S. Holland is assigned as guardian ad litem of the infant
defendant, William Lloyd Haslett, to defend his interest in this suit,
and the said ~~Wm~~ S. Holland as such guardian ad litem filed the answer
of said infant defendant and his own answer to the bill of complaint,
and the adult defendants filed their answers, to which said several
answers, the complainants by counsel replied generally, and this cause
is docketed by consent, and, coming on to be heard by like consent on the
bill answers and replications, was argued by counsel.

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

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

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

3. And, if the same cannot be conveniently divided in kind, and if
no party will take the entire property and pay the others for their inter-
est, whether the interest of those entitled to said property or its pro-
ceeds will be promoted by sale of the property or by allotment of part
and sale of residue.

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

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

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

7. Any other matters deemed pertinent by said commissioner.

By consent in writing of the plaintiffs and defendants including
the guardian ad litem for the infant defendant, the Court doth adjudge,
order and decree that this cause be submitted to the Judge of this
Court for such orders and decrees therein in vacation as might be made in
term.

Ally which is hereby certified to the Clerk of this
Court to be entered in the Chancery record book.

Jas. S. McEmore.

George T. Rawls et als
vs Decree of Reference
John W. Beaton et als

Enter the 16 day of December,
1916.

Jas. M. Shure,

Entered in Chancery Order
Book No 5, page 78

We consent:

Herbert
Attorneys for all adult
defendants *and complainant*

Wm S. Holland
Guardian ad Litem for infant
defendant.

\$805.³⁰/₁₀₀

SUFFOLK, VA.,

Aug 15 1916

On Demand

days after date

I promise to pay, without offset, unto

Leo F Rawls

, or order, negotiable and payable at the

FARMERS BANK OF NANSEMOND

SUFFOLK, VA.

Eight Hundred and Five & 30

Dollars

for value received; and it is agreed upon by the parties that the interest on this Note shall be payable ~~in advance~~ ^{from date} and we, principal and endorsers hereby waive the benefit of our Homestead Exemption as to this debt.

Leo F Rawls

Commissioner's Office,

To George T. Rawls, and Mary F. Rawls, his wife, P. L. Everett and
Anna E. Everett, his wife, Anna W. Kendrick and W. J. Kendrick,
her husband, and S. E. Everett and Julia L. Everett, his wife.

and John W. Beaton and Stella Beaton, his wife, Kate Rawls, William W.
Haslett and Cooley Haslett, his wife, Robert Everett Haslett and
William Lloyd Haslett, the last named being an infant under the
age of 21 years, and William S. Holland, Guardian ad Litem of said
infant.

You are hereby notified that on the 2nd. day of January 1917 ~~190~~,
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 Circuit Court of Nansemond County
Va., rendered the 16th day of December 1916, ~~190~~, in the suit in chancery
pending in said Court to which you are parties plaintiff and defendant, to-wit:

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

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

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

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

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

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

(7) Any other matters deemed pertinent by said commissioner.

Given under my hand, as Commissioner in Chancery of said Court, the 20th day of

December 1916, ~~190~~

Bradford Kilby
Commissioner in Chancery.

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

Geo F Rawes

Kate Rawes

J. W. Beaton

Anna W. Beaton

McOverton

P. L. Everett

John D. Haslett

Robt C. Haslett

W. W. Haslett

by J. E. Everett their
Attys.

Wm S. Holland Guardian
ad Litem of William
Lloyd Haslett.

Virginia,

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

George T. Rawles et als.)

v.)

John W. Beaton et als.)

In Chancery.

Commissioner's office,

Suffolk, Va. Feb. 15, 1917.

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

In pursuance of the decree of the Circuit Court for the
County of Nansemond, pronounced on the 16th day of December
1916, in the suit in chancery pending in said court between George
T. Rawles and others, Complainants, and John W. Beaton and others,
Defendants, the undersigned, Bradford Kilby, one of the Commissioners
in Chancery of said Court, respectfully reports as follows:

That on the 20th day of December 1916, your commissioner
gave notice to the parties to the said suit that he would proceed
on the 2nd. day of January, 1917, at his office, in Suffolk, Va. to
make the several inquiries required by said decree to be made by
one of the Commissioners in Chancery of said Court.

That sufficient and legal service of said notice was duly
accepted by the parties to said suit, as will appear by their en-
dorsations on the notice herewith returned.

That on the 2nd. day of January 1917, at his said office,
your commissioner took the depositions of C.L. Lewis and S.M. Law-
rence touching said inquiries which depositions are herewith re-
turned.

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

(1)

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

(2)

Mr. George T. Rawles, one of the parties in interest, and owner of an one-half interest in the land in the bill mentioned, will take the entire property and pay therefor to the other parties the sum of \$805.30, for the other-half interest, which is about the value that the interests of the others will entitle them to receive. That sum is one-half of the purchase price of the land paid by George T. Rawles and R. Hugh Rawles when they bought the land in August 1916.

(3)

The interests of those entitled to said property or its proceeds will be promoted by a sale of the property rather than by an allotment of part and sale of the residue.

(4)

There are no delinquent taxes on said property or any other liens.

(5)

The fee-simple value of the entire land is about \$1600. divided as follows: Block "T" is worth about \$1300., and lots No. 12 and 13 are worth about \$300. or \$150. each. This land is vacant and has no annual value.

(6)

All proper parties in interest are before the Court.

(7)

Your commissioner deems it pertinent to say that George T. Rawles paid the entire purchase price, \$1610.60, in cash, for the land mentioned in the bill, when he and his brother bought the same in August 1916., and took the note of his brother R. Hugh Rawles for the sum of \$805.30 in payment of the said R. Hugh Rawles' one-half interest. The said note is dated August 15, 1916 and is payable

on demand, to Geo. T. Rawles, at the Farmers Bank of Nansemond. The said R. Hugh Rawles, died in September 1916, intestate, and without having paid said note. Mr. George T. Rawles offers to cancel the said note in payment for the other one-half undivided interest, inherited by the heirs of said R. Hugh Rawles.

There is no other matter deemed pertinent by your commissioner or required by any party to be so stated. The note of R. Hugh Rawles mentioned above is filed herewith, as an exhibit, and part of this report.

The heirs-at-law of said R. Hugh Rawles are as follows:

George T. Rawles, full brother.

P. L. Everett, a nephew, son of Anna Rawles Everett, deceased, a sister of R. Hugh Rawles.

Anna Wise Kendrick, niece, and S. E. Everett, nephew of R. Hugh Rawles, and the only children of Sarah Rawles Everett, deceased sister of R. Hugh Rawles,

William W. Haslett, John D. Haslett, Robert Everett Haslett, nephews of R. Hugh Rawles, and and sons of Jennie Rawles Haslett, deceased, a sister of R. Hugh Rawles,

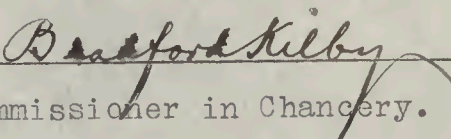
John W. Beaton, nephew, and son of Maria Rawles Beaton, sister of R. Hugh Rawles,

Katie Rawles, a half-sister of said R. Hugh Rawles,

William Lloyd Haslett, infant son and only child of Charles Haslett, deceased, who was a brother of William W. Haslett,

John D. Haslett and Robert Everett Haslett.

Respectfully submitted this 15th. day of February 1917.


Commissioner in Chancery.

Comr.'s fee. \$15.

George T. Rawles being duly sworn, deposes as follows:

Q. What is your name, age, residence, occupation and are you one of the parties to this suit?

A. George T. Rawles, age 64 years, occupation a farmer. I am one of the parties to this suit.

Q. Are all parties interested in the land mentioned in the bill in this suit made parties to this suit?

A. Yes, All of them.

Q. Will any party take the entire property and pay therefor to the other parties such sum of money as their interest therein may entitle them to?

A. Yes. I will. R. Hugh Rawls, my brother, and I bought the land mentioned in this suit, together, in equal shares. I paid \$1610.60 cash for the land which was the full purchase price, and R. Hugh Rawles gave me his negotiable note, payable to me, at the Farmers Bank of Nansemond, on demand, for his one-half interest. Said note was for the sum of \$805.30, dated August 15, 1916 and is payable on demand to me. I will pay the said sum of \$805.30 to the heirs of R. Hugh Rawls for their one-half interest in the said land, and cancel the said note of R. Hugh Rawls thereby.

And further this deponent saith not.

George T. Rawls

Simon M. Lawrence, being duly sworn, deposes as follows:

Q. What is your name, age, residence, occupation and are you acquainted with the land in the bill mentioned in this cause?

A. Simon M. Lawrence, 40 years, Suffolk, Va.; real estate dealer. I know the land well.

Q. What in your opinion is its fee-simple and annual value?

A. I think Block "T" is worth about from \$1250. to \$1500., and Lots No. 12 and 13 in Block "S" are worth from \$200. to \$250. or from \$100. to \$125. each. The land has no annual value, as it is vacant and full of stumps, the timber having been recently cut off.

And further this deponent saith not.

Simon M. Lawrence

C. L. Lewis, being duly sworn, deposes as follows:

Q. What is your name, age, residence, occupation and are you acquainted with the land in the bill mentioned in this cause?

A. C. L. Lewis, age, 41 years; Suffolk, Va.; real estate dealer, I know the land well. I owned it formerly and sold it to the present owners.

Q. What in your opinion is its fee-simple and annual value?

A. The entire tract is worth \$1600. That is what I sold it for and I think it is worth that much now. The land has no annual value. The timber has been cut, but the stumps have not all been cleared out, and hence it is not tillable at present.

And further this deponent saith not.

C. L. Lewis

George T. Rawles et als.

v. In Chancery.

John W. Beaton et als.

Commissioner's Report.

Report of Bradford Kilby,
Commissioner in Chancery,
under decree of Dec. 16
1916.

Filed Jan. 1st 1918
Ruby W. Beaton H.C.

BRADFORD KILBY
Attorney at Law
SUFFOLK, VIRGINIA.

George T. Rawls et als.....Complainants

vs

John W. Beaton et als.....Defendants.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

The answer of William Lloyd Haslett, infant under the age of twenty-one years, by Wm. S.. Holland, a discreet and competent attorney at law, his guardian ad litem assigned to defend him in this suit, and the answer of the said Wm. S.. Holland, guardian ad litem of the said infant defendant, to a bill of complaint exhibited against him, the said infant, and others by George T. Rawls and others in the Circuit Court of Nansemond County.

For answer to said bill the said infant defendant by his said guardian ad litem answers and says that being of tender years he does not know what his true interest is in relation to the subject matter of said bill, nor does he know whether the statements therein contained are true or not. He confides the protection of his interest therein to the Court. And the said guardian ad litem of said infant defendant for answer to said bill answers and says that he knows nothing as to the truth or falsity of the statements in the bill contained. He prays full protection for the infant defendant. And now, having fully answered, this defendant prays to be hence dismissed, with his cost, etc.

William Lloyd Haslett

By Wm. S. Holland
Guardian ad Litem

Wm S. Holland, Guardian ad litem of said infant.

George T. Rawls et als

vs

John W. Beaton et als.

Answer of guardian ad litem.

1916 Dec. 16 filed
JLM.

George T. Rawls et als.....Complainants.

vs.

John W. Beaton et als.....Defendants.

The joint and separate answers of John W. Beaton, Stella Beaton, Kate Rawls, William W. Haslett, Cooley Haslett and Robert Everett Haslett to a bill of complaint filed against them and the infant, William Lloyd Haslett, by George T. Rawls and others in the Circuit Court of Nansemond County.

These respondents, reserving to themselves the benefit of all just exceptions to said bill of complaint, for answer thereto, answer and say:

That they believe the statements contained in said bill to be true; that all the heirs at law ^{of George Rawls, dec.} are parties to this suit; that these respondents believe it would be to the interest of all parties to have the land described in the bill sold and the proceeds divided among the parties entitled thereto.

And now, having fully answered the complainants' bill, these respondents pray to be hence dismissed with their cost in this behalf expended.

John W. Beaton
Stella Beaton
Kate Rawls
Wm W. Haslett
John D. Haslett
Robert Everett Haslett

[Signature]
Counsel.

George T. Rawls et als

vs

John W. Beaton et als.

Answer of adult parties.

1916. Dec. 16. filed.
JLM.

George T. Rawls and Mary F. Rawls, his wife,
P. L. Everett and Anna E. Everett, his wife,
Anna W. Kendrick and W. J. Kendrick, her husband,
S. E. Everett and Julia L. Everett, his wife.....Complainants.
vs.

John W. Beaton and Stella Beaton, his wife, Kate
Rawls, William W. Haslett and Cooley Haslett, his
wife, Robert Everett Haslett, and William Lloyd
Haslett, the last named being an infant under the
age of twenty-one years.....Defendants.

Your Complainants, George T. Rawls and Mary F. Rawls, his wife,
P. L. Everett and Anna E. Everett, his wife, Anna W. Kendrick and W. J.
Kendrick, her husband, and S. E. Everett and Julia L. Everett, his wife,
humbly complaining, represent unto your Honor the following facts:

Ist. That R. Hugh Rawls was in his life time seized and possessed
of certain real estate lying partly in Nansemond County and partly in
the City of Suffolk and hereinafter fully described and on the day
of September, 1916, died intestate leaving the following heirs at law:
George T. Rawls, full-brother and owner of one-half interest in the land;
P. L. Everett, a nephew of said R. Hugh Rawls and the only son of Anna
Rawles Everett, deceased, a sister of said R. H. Rawls; Anna Wise Kendrick
and S. E. Everett, niece and nephew of said R. Hugh Rawles and the only
children of Sarah Rawles, ^{Everett} deceased, a sister of said R. Hugh Rawls, deceased^d
William W. Haslett, John D. Haslett, Robert Everett Haslett, nephews of
said R. Hugh Rawls and sons of Jennie Rawls Haslett, deceased, who was
a sister of said R. Hugh Rawls; John W. Beaton, nephew of said R. Hugh
Rawls, deceased, and son of Mariah Rawls Beaton, deceased, sister of said
R. Hugh Rawles, Katie Rawls, a half-sister of said R. Hugh Rawles, deceased
and William Lloyd Haslett, infant son and only child of Charles Haslett,
deceased, brother of William W. Haslett, John D. Haslett, and Robert
Everett Haslett.

The said land of which said R. Hugh Rawls died seized and
possessed is described as follows:

(1) All that certain tract of land, situated in what is known as Kingsboro Heights, near the corporate limits of the City of Suffolk, in Cypress Magisterial District, Nansemond County, Virginia, and shown on the plan or plat of the consolidated Realty Corporation, which said plan or plat is recorded in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book No. 58, at pages 266-300, and more particularly described as follows: All that certain block known as Block T, as shown on the above mentioned plat, said Block T being bounded on the north by a lane, on the east by Shingle Creek, the lands formerly owned by Warren White, and a lane, which said lane bounds the lands formerly owned by Warren White, on the south by Orchard Avenue, and on the west by Trolley Street, together with all the appurtenances thereto belonging including all riparian rights now vested in the vendor of this property adjoining said Block T.

(2) All the right, title and interest of the said The Lewis Corporation in and to all that certain lane thirty feet wide along the northern boundary of Block T, and continuing along the northern boundary of the two lots hereinafter described to Elizabeth Street and all the interest of said The Lewis Corporation in all streets adjoining the property herein described.

(3) All those certain two lots, pieces or parcels of land, situated in the eastern part of the City of Suffolk, in said district, county and state, in what is known as Kingsboro Heights, recorded in Plat Book No I, page 3, in said Clerk's Office, as lots Nos. 12 and 13 in Block "S", and further described as follows:

Lot No. 12 fronts fifty feet on the east side of Elizabeth Street and runs back therefrom eastwardly between parallel lines 180 feet to Trolley Street, and is bounded as follows: North by lot No. 13 in said Block S, south by lot No. 11 in said Block S, east by said Trolley Street, and west by said Elizabeth Street; together with all and singular the appurtenances thereto belonging.

Lot No 13 is described as follows: Beginning at the northwest corner of lot No 12 in said Block S, which point is 600 feet north of and distant from the northeast corner of Orchard Avenue and said Elizabeth Street, in said plat, thence running eastwardly in a straight line along the northern boundary line of said lot No. 12 in said Block S, 180 feet to Trolley Street, thence running northwardly along said Trolley Street, 70 feet, to an alley (or lane) 15 feet wide, thence running westwardly along said alley (or lane) 180.6 feet to said Elizabeth Street, and thence southwardly along and fronting on the east side of said Elizabeth Street, 43.8 feet to the point of beginning. Bounded on the north by said alley (or lane), on the south by said lot No. 12 in said Block S, on the east by said Trolley Street, and on the west by said Elizabeth Street; together with all and singular the appurtenances thereto belonging; said lots Nos. 12 and 13 conveyed subject to certain restrictions and conditions regarding sale of liquor, etc set out in the deed executed by Simon Lawrence and others and duly recorded in said Clerk's Office in Deed Book No 74, at page 128.

The land described is a part of the property ~~owned~~ conveyed to The Lewis Corporation by Elfrida C. Lewis by deed dated July 18, 1914, and duly recorded in said Clerk's Office in Deed Book No. 78, at page 433.

3. That the said real estate is, as they believe, susceptible of partition in among the parties entitled thereto; but should the property not be divisible in kind, the complainants believe, and here state, that the interest of those who are entitled to said real estate, or its proceeds will be promoted by a sale of the whole of the same, or by an allotment of part and sale of the residue:

In consideration whereof, and forasmuch as your complainants are remediless in the premises save in a court of equity, they pray that John W. Beaton, Stella Beaton, Kate Rawls, William W. Haslett, Cooley

Haslett, Robert Everett Haslett, adults, and William Lloyd Haslett, infant, may be made parties defendant to this bill and required, but not on their oaths, to answer the same, the oaths being hereby waived, the said adults in their own proper persons and the infant by guardian ad litem; that a proper guardian ad litem be appointed in this cause for said infant, who shall also answer this bill;; that proper process issue; that said estate be divided among the parties entitled thereto, or else, if it cannot be so divided, that it may be sold and the proceeds divided among the parties entitled according to their respective rights; that all proper orders and decrees may be made and enquiries directed; and that your complainants may have all such other, further and general relief in the premises as the nature of their case may require or to equity shall seem meet.

George F. Rawles

Rev. F. Rawles

P. L. Everett

Annie E. Everett

Annie W. Kendrick

W. F. Kendrick

S. E. Everett

Julius Everett

John T. Hutton
Counsel.

John K. Hutton Jr.

Geo T Rawls et al

Vs Bill

John W. Beaton et al

1916 Dec. 16. filed
J.H.M.

LAW OFFICES

Everett & Hutton

SUFFOLK, VA.