

1890-011 Chancery Cause: Henry Birdsong & P. Holland vs R. Junius Cox & Irvin W. Duck
Isle of Wight County
→ Thomas J. Clements

Bill is missing

other SURNAMES: [Nansemond Lumber
Company], Beale

Not finding the within named R. J. Cox at his usual place of abode I delivered a copy of the within Seminars to Elizabeth Cox wife of R. J. Cox ^{she being a} ~~the~~ ^{member of his} family & over the age of sixteen years, & explained the purpose of the same. And not finding I. W. Duck at his usual place of abode I delivered a copy of the within Seminars to Virginia Duke wife of I. W. & explained the purpose of the same. Sept 15th 1888.

J. E. Chapman Deput.
for R. A. Edwards Stff.

Henry Birdsong
J. P. Holland

no. 3
Seems to
be aw. Bee
in clay.

R. J. Cox wife
I. W. Duck
S. J. Clements

I. E. Munday in
Sept. 1888. at

Thules,

W. A. Hollands

Executed by delivering to the within named
J. E. Clements & Elizabeth Cox each a true
Copy of the within Seminars, Sept 15th /88.

J. E. Chapman Deput.

for R. A. Edwards Stff

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON *R. J. Cox and Elizabeth*
his wife, and in her own right; J. W. Deek
and Thomas J. Clements

to appear at the Clerk's Office of the Circuit Court of Isle of Wight county, at Rules to be holden for
the said Court, on the ^{*third*} ~~first~~ Monday in ^{*1888*} ~~September~~ ~~next~~, to answer *the Bill in*
chancery of Henry Birdsong and J. P. Holland

of a plea of ~~assumpsit~~ for \$ ~~1000~~ Damages \$ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Courthouse, the *10th* day of
Sept., 1888, in the *113th* year of the Commonwealth.

N. P. Young *clerk*

That the last deed made in 1853, was in-
tended as a mortgage to secure any and
all debts then due by Cox to Dusk & Cleant
or either of them.

Richard M.
Cox
Cox &

Stationers
of evidence etc.
W. D. S. 1888.
P. P. S. Cox

Also signed
Dusk & Cleant

1st Amdt. of R. J. Cox note in St. Paulk Missouri
issued by J. W. Deak & S. J. Clements for
of
debt
Bond of R. J. Cox to J. W. Deak, dated 19. Jan. 1869.
for \$2,500 on account

Bond of Jno. D. Cox & R. J. Cox and J. W. Deak
19. Nov. 1851 for \$244.⁸⁰

Bond of R. J. Cox to J. W. Deak dated 7. Dec. /85 -
and 8. Dec. 1855 - for \$25.⁰⁰

2nd Same or said bond (See them)

3rd Amdt. of the simple value from
Amdt. to Deak \$30. & from R. J. \$300.⁰⁰

4. Amdt. - see Plaintiff - (See them)

5. (Whether the mortgages on mortgages) -
about the same. They were mortgages -

Proved by R. J. Cox, S. J. Clements & J. W. Deak
that the sum of 1881 & 82 were mortgages to secure
Deak & Clements - That the first note of \$200.⁰⁰
was all paid by them the last note of \$500.⁰⁰
given out of the \$1000.⁰⁰ and the bal. of the last
note has been certified by many addressees by Deak
to Cox to certify same to \$175.⁰⁰ except
addressees by Cox. And provided by Cox & Deak

~~penalty of one thousand dollars payable to
 the Commonwealth of Virginia and condi-
 tions for the faithful performance of
 his duty under this or any subsequent
 decree herein: and that said ~~officer~~ receive
 make report to court:~~

And the court doth further ~~order~~
 a Judge order and decree that one of the
 Commissioners of this Court take, enquire
 and report the following:

- (1) Enquire and report ~~the~~ an account of
 the transactions of Duck & Clements
 with said B. J. Cox showing any
 balance secured by the conveyances
 in the bill mentioned ~~to said~~ due
 to said Duck & Clements or for which
 they are responsible for said Cox.
- (2) Enquire and report any and all liens
 on the lands in the bill mentioned
 their priority and dignity.
- (3) Enquire and report the amount and fer-
 rible value of said lands in the
 bill mentioned.
- (4) Take and state and account ⁱⁿ
 the amount due the plaintiffs in
 this cause.
- (5) Enquire and report whether
 the conveyances filed with
 the bill are trusts, mortgages
 or deeds absolute

Hollis B. Bissay &
 W. E. Holland
 Duck & Clements & Co. Secy

Decree
 To be entered act.
 29th 1888
 C. W. Price

Amended #26

Burdong & Holland
vs.

Pay, Duck, Clements et al

32	31	30	29	28	27
17	4	1	1	1	
31	4	1	1	1	

Decem Oct Term 1888

Notice is hereby given to
31. Dec. 1888.

Dec. 31. 1888.

Parties appearing in the
Court of the County of
of Duck, Clements & Co.
Clements & Co. for further
and more - to 14 - Jan.

1 In the circuit court of Isle of Wight county
2 October term 1888.

3
4 Birdsong & Holland Pliffs
5 vs
6 Coy Duck, Clements et al Defts

7
8 And the court doth further adjudge
9 order and decree that one of the
10 commissioners of the court take inquiry
11 and report the following.

12 1st Enquire and report an account of
13 the transactions of Duck and Clements
14 with said R. J. Coy, showing any
15 balance secured by the conveyances
16 in the bill mentioned due to said Duck
17 and Clements or for which they are
18 responsible for said Coy.

19 2^d Enquire and report any and all
20 liens on the lands in the bill mentioned
21 their priority and dignity.

22 3^d Enquire and report the annual and
23 fee simple value of said lands in the
24 bill mentioned.

25 4th Take and state an account showing
26 the amount due the plaintiff in this
27 cause.

28 5th Enquire and report whether the con-
29 veyances filed with the bill are trust,
30 Mortgages or Deeds absolute.

31 A copy

32 Teste

J. O. Young M

Birds and Haller
25 1/2 In chimney
Cox et al

April Ten 1889

Rough deer

To be entered
C.M.H.

Entered #4

Bindsony & Hollant

v

Cox et al.

This cause came on this day to be again heard on the papers formerly read and it being suggested to the court that the defendants have paid the debts claimed by the plaintiffs since the last term of the court, on motion of the plaintiff it is ordered that this cause be dismissed from the docket and that the defendants pay to the plaintiffs their costs in this behalf expended.

Pindary & Holland

vs. J. M. Clay.

Ex et al.

Ex H. A.

"Seized on gale of Oxen, mules & wagon, & property
claimed by J. W. Duck, and in default of
bond not being given, & property not sold."
Jno. W. Lawrence Const.

I certify that this is copy of an execution issued
from the Clerk's office of Dist of Wight in November of
an execution issued on the day of 1885, and
returned to said office & docketed 23. of Dec. 1885, un-
satisfied. That from that time to the date of this copy,
several other executions have issued, and neither one
returned, signifying that any of the debt or costs have
been satisfied.

Teste, A. P. Young, Clerk.

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

WE COMMAND YOU that of the goods and chattels of

R. J. Boy

late in your bailiwick, you cause to be made the sum of

fifty 8/10 dollars with interest thereon from the 7th of Sept. 1885, till paid, which *Henry Birdsey* by the judgment of *J. W. Stott* Justice of Isle of Wight County, on the 7th day of March 1885,

~~was~~ ~~recovered~~ ~~against~~ ~~him~~ ~~for~~ ~~debt~~;

also, the sum of *two* dollars and *twenty seven* cents,

which to the said *Henry Birdsey* in the same Court were adjudged

for *his* damages, as well by reason of detaining the said debt as for ~~cost~~ *warrant* expended,

whereof *said boy* is convicted, as appears to us of record; and that you have

the said debt and ~~damages~~ ^{Costs} before the Judge of our *County* Court, at the Courthouse, on the first Monday

in *June 1886* next, to render unto the said *Henry Birdsey*

of the debt and damages aforesaid. And have then there this writ.

WITNESS, NATHANIEL P. YOUNG, Clerk of our said Court, this *23rd* day of *March*

A. D. 188*6*, and in the *11th* year of the Commonwealth.

N. P. Young *clerk*

Exhibit

B

77.93 /

79.10 /

No. Date

\$152⁵⁴

Franklin, Va. Aug 28th 1888.

On demand ~~and date~~, for value received I promise to pay to the

Order of J P Holland without offset.

One hundred & fifty two ⁵⁴/₁₀₀ DOLLARS,

payable and negotiable at VAUGHAN & CO.'S BANK, Franklin, Va.

The maker and endorser each hereby waive the benefit of the Homestead Exemption as to this debt, evidenced by this Note.

Credit the Maker.
Wm. R. N. Stephenson.

R J ^{his} Goy

R. James Cox & wife

To $\frac{2}{3}$ Mortgage

J. W. Duck & J. Clements

Sept. 15th 1887
at R. on page 10

Record Book He-
page 241

Exhibit

L

at R. on page 10
at R.

be paid off, when due, &c. This and
is to be, considered null and void
by the said Endorsement, otherwise
in full force and virtue.

Given under our hands & seal, this day
& date before written.

R. Junius Leary ^{his} Secy
Baltimore ^{MD} Secy

State of Virginia County of Loudoun
Thomas J. Clements a Notary Public for the
County of Loudoun and State of Virginia do
Certify that R. Junius Leary, whose name
is signed to the above said mortgage being
asked the 12th day of Sept. 1882 has acknowledged
the same before me in my County of Loudoun
Va. I do further certify that the wife
of R. Junius Leary whose name is signed
to the writing, above said, bearing date
the 12th day of Sept. 1882, personally appeared before
me in the County of Loudoun Va. being
by me sworn, & a full and true person, and
having the writing fully explained to her. She
tho' said R. Junius Leary, the wife of R. Leary,
acknowledged the same to be her, and declared
she had willingly executed the same of date, 12th
day of Sept. 1882, in full force and virtue
Sept. 1882, T. J. Clements, Notary Public

In the Clerk's office of the County Court of Loudoun
of Loudoun County, the 15th day of September 1882
this mortgage from R. Junius Leary wife
to L. H. Duck & W. F. Clements, was
admitted to record upon the annexed
certificate of T. J. Clements a Notary
Public.

Teste, A. D. Young, Clerk

This Deed, made, this 12th day of Sept. 1882. Between
James Leary, and Elizabeth his Wife the party
of the first part, and Wm. W. Duck, and J. J.
Clements the parties of the second part,
all citizens of the County of Lee of Wight
State of Virginia. Witness for the said
parties of One Negotiable Note, calling
for Six Hundred Dollars, payable at
the Windsor Bank, Lee of Wight County
to J. J. Clements, and Endorsed by Wm.
W. Duck, and J. J. Clements, the parties
of the first part, to secure the said
Endorsement to said Note, with Power
and full authority, said Endorsement, the
following property, to wit, all of our undi-
vided interest in the Estate of the late James
Washington Leary, deceased, six mules, or in
one heavy Log cart, & wheels, one young
small horse, four mules, and two double
Wagons, & various things, this day and of
J. J. Clements, timber on land owned
or may be owned, by said Leary, paid
for, not paid, or due, and interest in the
sawmill, which I am now running
all of our household and kitchen
furniture, crops of all kinds, &c.
(Now, If the said Note of Six Hundred Dollars
with all interest & cost, accrued,

2007.

2007

Witness the following signatures and seals.
discount of 2% or so given net.

To be paid for within ten days from date it is loaded less a
shall be as follows:

For all timber delivered under this contract the terms of settlement
when loaded on the cars at the station.

The Timber sold under this contract to be well manufactured and dry
as on the U. V. L. road.

These judges to be paid for the timber loaded on cars at Charlottesville
for the cuts in \$4.00 per thousand feet.

standing trees, and not cut out. The price to be paid
The price to be paid for the said timber is to be \$4.00 per

Contract

of
Mary E. Coats
1905
Nash's Lumber

in this contract, Virginia, for twelve months from date
of this contract, or her will assigned at or near Charlottesville
and parties of the second part all the Pine and Poplar Timber
that she may have of the first part that she may sell into the

WITNESSES:-

State of the second part,

and the Jefferson Lumber Co. of the county of Jefferson in the state
of the county of Giles of which in the state of Virginia,

and of which in the year 1900, between Mrs. E. Cox of the first
This contract was witnessed made and entered in to this for 11th,

24th Dec 1905

This contract and agreement made and entered in to this the 11th, day of April in the year 1900, between Mary E. Cox of the first part, of the county of Isle of Wight in the state of Virginia, and the Nansemond Lumber Co. of the county of Nansemond in the same state of the second part,

WITNESSETH:-

that the said party of the first part does hereby sell unto the said parties of the second part all the Pine and Poplar lumber manufactured by her at her mill situated at or near Carrsville in Isle of Wight county, Virginia, for twelve months from date of this contract.

The price to be paid for the said lumber is to be \$9.00 per thousand feet, log run culls out. The price to be paid for the culls is \$4.00 per thousand feet.

These prices to be paid for the lumber loaded on cars at Carrsville Va. on the S. A. L. road.

The lumber sold under this contract to be well manufactured and dry when loaded on the cars at the station.

For all lumber delivered under this contract the terms of settlement shall be as follows;

To be paid for within ten days from date it is loaded less a discount of 2% or 90 days net.

Witness the following signatures and seals.

Mary E. Cox

Seal

Nansemond Lumber Co.

J. Steward

Seal.

Excerpt "B"

Thos. J. Clements, Notary Public

In the Clerk's office of the county Court of Isle of Wight County the 15th. day of September, 1882, this mortgage from R. Junius Cox and wife to I. W. Duck and T. J. Clements, was admitted to record upon the annexed certificate of T. J. Clements a Notary Public.

Teste, N. P. Young, Clerk.

A Copy,

Teste, N. J. Hanna C.C.

DTD 46 page 641

THIS DEED, made this 12th. day of September 1882, between R. Junius Cox and Elizabeth his wife the party of the first part and Irvin W. Duck and T. J. Clements the parties of the second part, all citizens of the County of Isle of Wight and State of Virginia:

WITNESSETH: for an in consideration of one negotiable note calling for six hundred dollars payable at the Bank of Windsor Isle of Wight County to A. L. Nelms and endorsed by Irvin W. Duck and T. J. Clements the parties of the first part, to secure the said endorsers to said note, doth grant, bargain and sell unto said endorsers the following property, to-wit: all of one undivided interest in the estate of the late James Washington Beale, deceased, six work oxen, one carry log cart and wheels, one young sorrel horse, four mules, and two double wagons and harness, bought this day and date of A. L. Nelms lumber on hand sawed or may be sawed, and all timber paid for not sawed or cut, and interest in the saw mill which I am now using, all of our household and kitchen furniture, crops of all kinds &c. (Now if the said note of six hundred dollars with all interest and cost accrued be paid off when due &c, this deed is to be considered null & void by the said endorsers, otherwise to be in full force and virtue.

Given under our hands and seals this day and date before written.

R. Junius ^{his} x Cox, (SEAL)

Bettie E. Cox, (SEAL)

State of Virginia, County of Isle of Wight, to-wit:

I, Thomas J. Clements, a Notary Public for the County of Isle of Wight and State aforesaid, do certify that R. Junius Cox, whose name is signed to the above annexed writing, bearing date the 12th. day of September 1882, has acknowledged the same before me in my county aforesaid and I do further certify Bettie E. Cox, the wife of R. Junius Cox, whose names are signed to the writings above annexed, bearing date the 12th. day of September, 1882, personally appeared before me in the County aforesaid and being examined by me privily and apart from her husband and having the writing fully explained to her, she, the said Bettie E. Cox, the wife of R. J. Cox, acknowledged the same to be her act and declared she had willingly executed the same and does not wish to retract it.

Given under my hand this 12th. day of September 1882.

Exterail - ¹¹ 1/2

said writing fully explained to her, and being examined by me privily and apart from her said husband, she, the said Bettie E. Cox acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it.

Given under my hand this 25th. day of October, 1881.

W. S. Holland.

In the Clerk's Office of Isle of Wight County Court, the 24th. day of February 1882, this mortgage from R. J. Cox and wife to T J. Clements and I. W. Duck was admitted to record upon the annexed certificate of W. S. Holland, Notary Public.

Teste, N P. Young, Clerk.

A Copy,

Teste *N. P. Young* Clerk.

DP. 46 page 405

THIS DEED, made this 19th. day of October, 1881, between R. J. Cox and Elizabeth Cox, his wife, parties of the first part, of the County of Isle of Wight and State of Virginia, and Thomas J. Clements and I. W. Duck, of the County and State aforesaid, parties of the second part- WITNESSETH: That for and in consideration of one dollar cash in hand paid and the following facts hereinafter written, the said parties of the first part do grant bargain and sell unto the said parties of the second part and their assigns, the following property, to-wit: All that tract or parcel of land on which the said R. J. Cox now resides, bounded by the lands of Elisha Joyner, John M. Ballard and others, lying in the County and State aforesaid, together with all appurtenances thereto belonging, one yoke of oxen, one horse, one milch cow, one yearling cow, and all the lumber this day bought from Geo. W. Munford by deed dated on same day and year as these presents to secure and indemnify the said Thomas J. Clements and I. W. Duck against any loss sustained by reason of their signing the following note: a note for two hundred dollars dated on the 19th. day of October, 1881, payable to I. W. Duck and T. J. Clements sixty days after date, made and executed by R. James Cox and endorsed by said I. W. Duck and Thos. J. Clements, also any loss incurred by any new note given in renewal of said note or for any part thereof, or for any paper or note given in renewal, in extension or in lieu thereof or for any part thereof. It is also agreed that if the said R. J. Cox shall fully pay off said note, or note or notes given in renewal or in lieu of the said note or any part thereof, with all interest, costs and expenses, then this deed shall be null and void and the said I. W. Duck and Thomas J. Clements do hereby promise and bind themselves and their administrators to reconvey all the aforesaid property.

Witness the following signatures and seals this day and date hereinbefore written.

R. J. x Cox, (SEAL)

Bettie E. Cox, (SEAL)

Virginia, County of Isle of Wight, to-wit:

I, W. S. Holland, a Notary Public in and for the said County and State do certify that R. J. Cox and Bettie E. Cox, whose names are signed to the writing above bearing date on the 19th. day of October, 1881, personally appeared before me in my said County and State and having the

rects.

It is covenanted and agreed that this deed of trust shall secure any bond given in renewal or in extenuation or curtail of the aforementioned.

The said parties of the first part agree to pay all taxes, levies, assessments, dues and charges upon the said property so long as they or their heirs shall hold the same.

In case a release deed is given it shall be at the cost of the party of the first part.

In all other respects this deed shall be executed according to the law governing trust sales.

Witness the following signatures and seals:

Mary Elizabeth Cox, (SEAL)

R. J. ^{his} X Cox, (SEAL)

State of Virginia, County of Isle of Wight, to-wit:

I, W. S. Holland, a Notary Public in and for said County in the State of Virginia, do certify that Mary Elizabeth Cox and R. J. Cox, whose names are signed to the writing above bearing date the 19th. day of January 1889, have acknowledged the same before me in my county aforesaid.

Given under my hand this 19th. day of January 1889.

W. S. Holland, Notary Public

In the Clerk's office of the County Court of Isle of Wight County March 2nd. 1889 this deed was received and with the certificate hereon admitted to record.

Teste, N. P. Young, Clk.

Per N. F. Young, D.C.

A Copy.

Filed N. F. Young

AB. 53. page 149

Excerpt - "A"

Excerpt "B"



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[Faint, illegible handwritten text, likely bleed-through from the reverse side of the page.]

[Faint, illegible handwritten text, likely bleed-through from the reverse side of the page.]



1889

THIS DEED, made this 19th. day of January in the year 1889 between Mary Elizabeth Cox and R. J. Cox in his own right and as husband of said Mary Elizabeth Cox of the County of Isle of Wight and in the State of Virginia, parties of the first part, and Dr. J. J. Duck of the said County and State of the second part, chosen trustee,

WITNESSETH: That the said parties of the first part do grant, with General Warranty, unto the said Dr. J. J. Duck, chosen trustee, the following property, to-wit: all that certain tract of land whereon said R. J. Cox now resides lying and being in the County of Isle of Wight in the State of Virginia, said to contain seventy five acres, more or less, sold in gross and not per acre, this being a contract of hazzard as to the number of acres, and is bounded by the lands of I. W. Duck, Elisha Joynes, Jno. M. Ballard and others, and also the following personal property, one steam saw mill, including boiler, engine and all fixtures thereto belonging, which mill is now located on the lands of Jethro Rayford in said Isle of Wight County, one pair of brown mules, one lumber wagon, one carrylog, one sorrel horse, one buggy and harness and the household and kitchen of said parties of the first part, all which personal property is now in the possession of the said parties of the first part on said farm and at said saw mill:

IN TRUST, to secure to I. W. Duck, of the County of Isle of Wight, State of Virginia, the payment of the sum of \$916.31 evidenced by a bond for nine hundred and sixteen dollars and thirty one cents made by Mary Elizabeth Cox and R. J. Cox dated January 19th. 1889 and payable on demand to I. W. Duck with interest to be paid annually. And it is covenanted and agreed that in case of default in the payment of the bond aforesaid or the interest thereon, then sale shall be made at the request of any one or more of the beneficiaries, his representatives or assigns, and that said sale shall be made after advertising the time, place and terms thereof for thirty days, for cash, and after paying expenses of this trust, including a commission of five per cent to the said trustee, then to discharge the amount of principal and interest and legal charges of the debts or debt aforesaid. When there are more than one note or bond, one or more of which is not due, the said trustee may sell on credits so as to meet said demands when due or may pay off those not due, as he may deem best, and pay the residue, if any, as the law di-

STATE OF VIRGINIA,
To-wit:
County of Isle of Wight.

I, William S. Holland, a Notary Public, in and for the County foresaid in the State of Virginia, do certify that Mary E. Cox, the wife of R. Junius Cox whose names are signed to the writing above bearing date the 29th day of September, 1883, personally appeared before me in the County aforesaid and being duly examined by me privately and apart her said husband, and having the writing aforesaid fully explained to her she the said Mary E. Cox acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand the 29th day of September, eighteen hundred and eighty-three.

W. S. Holland,
Notary Public.

VIRGINIA.
To-wit:
County of Isle of Wight.

I, William S. Holland, a Notary Public in and for the said County in the State of Virginia, do certify that R. Junius Cox, whose name is signed to the writing above bearing date the 29th day of September, 1883, has acknowledged the same before me in my County aforesaid.

Given under my hand this 29th day of September, 1883.

W. S. Holland,
Notary Public.

In the Clerk's Office of the County Court of Isle of Wight County the 1st day of October, 1883, this Deed from R. Junius Cox and wife to I. W. Duck and T. J. Clements was admitted to record on the annexed certificates of W. S. Holland, a Notary Public.

Teste N. P. Young, Clk.
A copy teste, N. P. Young, Clk.

THIS DEED, made the 29th day of September, in the year of Our Lord one thousand eight hundred and eighty-three, between R. Junius Cox and Mary E., his wife, of the County of Isle of Wight, in the State of Virginia, of the one part, and I. W. Duck and Thomas J. Clements of the aforesaid County and State of the other part. WITNESSETH, that in consideration of the sum of eighteen hundred dollars cash paid before the signing and sealing of this paper, the said R. Junius Cox and Mary E., his wife, do grant with general warranty unto the said Irvin W. Duck and Thomas J. Clements and to their heirs and assigns forever the following real estate, etc., to-wit: The farm on which the said Cox now resides, bounded by the lands--Joseph H. English, Jno. M. Ballard, I. W. Duck and Mrs. Anne Stephens, etc., all of his household and kitchen furniture, crops of all kinds, farming implements of all kinds, stocks of all kinds, including one horse, four mules, five oxen, two carry logs, ~~two~~ four wheel wagons and harness, interest in one small saw-mill, lumber cut and lumber to be cut, and lumber ~~standing~~ in the woods together with all and singlar the appurtenances belonging to the same. And the said R. Junius Cox and Mary E., his wife, covenant that they have the ^{said} right to convey the said land, etc., to the ^{said} grantee that the said grantee shall have quiet possession of the said lands, etc., that they have done no act to encumber the said lands, etc., and that they will execute such further assurances of the said land as may be requisite.

WITNESS the following signatures and seals.

R. Junius Cox, (SEAL).

Mary E. Cox, (SEAL).

Witness

W. S. Holland.

Exp. Recd. " 1 "

G. M. Decker

W. S. Holland

75154 Oct 30

\$120 ⁰⁰/₁₀₀

Suffolk, Va., August 28th 1890.

sixty

days after date I promise to pay unto

J. W. De Se

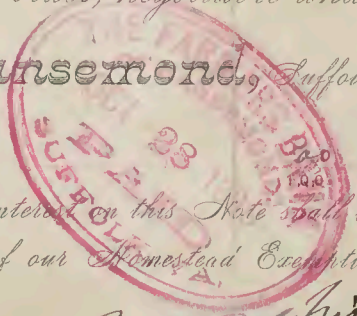
or order, negotiable and payable,

without offset, at the Farmers Bank of Mansfield, Suffolk, Virginia

one hundred and twenty

Dollars,

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



Credit to M...

Teste

Martha ed Barnes

Robt J. Loy
mark

Exhibit "7"

J. M. Dick

W. S. Holland

72616-

74426 ~~Sept 4th 1890~~

\$25 ⁰⁰/₁₀₀

Suffolk Va., June 27th 1890

Sixty days after date, I promise to pay unto

J. W. Duke or W. S. Hall or order, negotiable and payable,

without offset, at the Farmers Bank of Mansemond, Suffolk, Virginia

one hundred & twenty ^{any part of} ~~two~~ ^{as} ₁₀₀ Dollars,

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

Credit the Maker:

James L. Warner

^{his} R. J. [Signature] Secy

"Eyedent 3"

J. W. Smith
W. S. Holland

70705-

71316

Apr 25

\$130

Suffolk, Va., February 21st 1890

Sixty

days after date I promise to pay unto

J. W. Deek

or order, negotiable and payable,

without offset, at the Farmers Bank of Hansemond, Suffolk, Virginia

one hundred & thirty ⁰⁰ Dollars,

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

Credit the Maker:

witness James L. Warner.

R J ^{his} Cox
sub

FARMERS' BANK OF HANSEMOND

paid
Jan 25
1890
J. W. Deek

Exhibit 4

J. M. D. K.
W. S. Hall and

\$135 ⁰⁰/₁₀₀

69245-

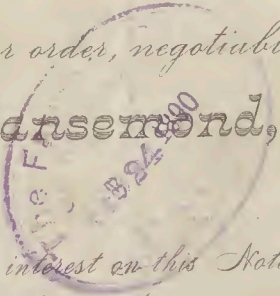
70205 July 21

Suffolk, Va., Dec. 20th 1889

Sixty days after date I promise to pay unto
W. S. Hall and J. W. Duck or order, negotiable and payable,
without offset, at the Farmers Bank of Mansfield, Suffolk, Virginia

one hundred and thirty-five ⁰⁰/₁₀₀ Dollars,

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



^{Credit the}
Martha Ed. Barnes

his
R. G. Corp
Mortg

34 Oct 1889

G. M. R.

W. S. Hall and

Paid on within note
\$11⁵⁰ Oct 19/89

6643

67716 Oct 18

\$150
11.50

138.50

Suffolk, Va., August 16th 1889

Sixty days after date I promise to pay unto

L. W. Duck and W. S. Holland

order, negotiable and payable,

without offset, at the Farmers Bank of Mansemore, Suffolk, Virginia

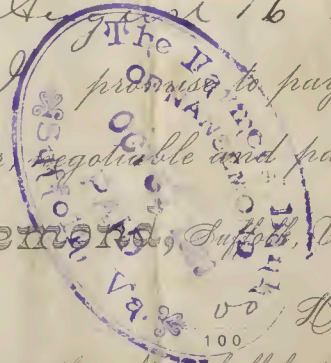
one hundred and fifty Dollars.

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

Credit the Maker:

W. E. G. [Signature]

R. [Signature] Corp



Vertical red stamp: "Proceeds for Public Works" and "Suffolk, Va. 1889".

Red handwritten note: "Advised" with a checkmark.

By Robert "C" "

J. W. D. M. C.

W. S. Hall and

65202

661193 Aug 16

\$170

Suffolk, Va., June 14th 1889

six 7 days after date I promise to pay unto

J. W. Duck and W. S. Hallows or order, negotiable and payable,

without offset, at the Farmers Bank of Hansemond, Suffolk, Virginia

one hundred and seventy ⁰⁰ Dollars,

for value received; and it is agreed upon by the parties that the interest on this Note shall be payable in advance; and we, principal and endorsers, hereby waive the benefit of our Homestead Exemption as to this debts

Credit the Maker:

O. S. Chapman.

R. J. Cox

Witness

By Direct^y 19th

J. K. Dick
W. S. Holl and

713-46

72616 Jan 27

\$125 ⁰⁰/₁₀₀

Suffolk, Va., Apr 25 1889

Sixty — days after date I promise to pay unto Mr. Duck & Mr. S. H. Hearn ^{pay account} or order, negotiable and payable,

without offset, at the Farmers Bank of Mansfield, Suffolk, Virginia

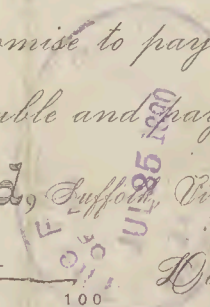
one hundred and ~~twenty~~ ^{twenty} five Dollars,

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

Credit the Maker:

James L. Warner

R. J. Cox



Handwritten red notes: 'pay account', '20', 'let all'

Exhibit "8"

63098 -

W. S. Hallam

W. S. Hallam

\$175⁰⁰

Suffolk, Va., 8th July 1889
64069
Apr 12

Sixty days after date I promise to pay unto

L. W. Seach & W. S. Hallett or order, negotiable and payable,

without offset, at the Farmers Bank of Mansemond, Suffolk, Virginia

one hundred & seventy five or Dollars, 100

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

Credit the Maker:

witness
John W. Taylor

his
R. J. Cox
mark

~~Thos J. Clements~~

~~Clements~~

~~Thos J. Clements~~

Sept 2nd 9

60111

61138

Oct 5

\$ 190

Suffolk, Va.,

Aug 3rd

1888

days after date / I promise to pay unto

L. W. ...

without offset, at the Farmers Bank of Nansmond, Suffolk, Virginia.

one hundred and ninety Dollars,
for value received; and it is agreed upon by the parties that the interest on this Note shall be payable in
advance; and we, principal and endorsers, hereby waive the benefit of our Homestead Exemption as to this
debt.

Credit the Maker:

Robt T. ...

(Seal)

Martha ...

Registered for ...
Suffolk, Va. ...
PAID
OCT 8 1888
SUFFOLK

Estimated "10"

J. M. Decker

J. M. Decker
11

\$195 ⁰⁰/₁₀₀

5655

58192
Suffolk, Va., Jan'y. 28th. 1888- Mh B1

days after date. I promise to pay unto

M^{rs} Wm. H. Clements or order, negotiable and payable,

without offset, at the Farmers Bank of Nansemond, Suffolk, Virginia

One Hundred and Ninety five ⁰⁰/₁₀₀ Dollars,

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

Credit the M^r...

Protected for non-
Suffolk, Va.



Witness -
Frank R. Stratford

His
Mark

Extracted ["]Copy ["]

76380 Dec. 29

\$100.00

Suffolk, Va. Oct. 27, 1890

Sixty days after date I promise to pay unto I. W. Duck and Wm. S. Holland, or order, negotiable and payable without offset, at the Farmers' Bank of Nansemond, Suffolk, Virginia, one Hundred (100) dollars for value received; and it is agreed upon by the parties that the interest on this note shall be payable in advance; and we, principal and endorsers hereby waive the benefit of our Homestead Exemption as to this debt.

Credit the maker.

his
Robt. J. X Cox.
mark

Witness.

S. H. Hines

*Protective
Fund
C.*

This note is credited on the bank as follows:

"Paid by R. J. Cox \$32.00. Paid by I. W. Duck, February 9, 1891.

W. H. Jones, Jr., Cash."

And is endorsed by I. W. Duck and Wm. S. Holland.

Elizabeth Cook

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Commissioner's Office,

Isle of Wight Courthouse, Dec 17th 1888

To W. Henry Burdison and J. P. Holland

Plaintiffs,

And to R. J. Cox, Elizabeth his wife and
J. H. Duck & J. J. Clements

Defendants:

You are Hereby Notified that I have fixed upon the 3rd day of Dec
next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at
my office, aforesaid, the following accounts: and enquiry.

1st An account of the transactions of Duck & Clements
with said R. J. Cox showing any balance secured
by conveyance in the bill mentioned and to said
Duck & Clements or for which they are responsible for
said Cox. 2nd An account of any & all lien on the land
in the bill & proceedings mentioned, with their priority
& dignity. 3rd An account of the annual & fee simple
value of said land. 4th An account of the amount
due the plaintiff in this cause. 5th enquiry & report
whether the conveyances filed with the bill are
trust. Mortgages & deeds absolute

Required to be taken by decree of Isle of Wight Circuit Court, rendered on the 23rd day
of Oct , 1888, in a suit in chancery depending in the said court, in which
you are parties, plaintiffs and defendants, at which time and place you are required to attend.

Given under my hand, as Commissioner of the said Court, the day and year first

aforesaid.

A copy Teste,

W. H. Young
Commissioner

Commissioner

Executed by delivering to Henry Birdsong
J. J. Clements & J. W. Duels a Copy of the
within Notice

Dec 21st 1888

R. J. Cot

Elizabeth Cot a copy of the within Notice

J. E. Chapman Deft for
B. A. Edwards Shuff

Birdsong et al
vs.
J. J. Clements.
J. W. Duels.
Cot et al.

To B. A. Edwards.
1888.

Commissioner's Office,

Isle of Wight Courthouse, Decr. 1st 1888.

To Wm. Newey Birdseye and J. P. Holland

Plaintiffs,

And to
H. J. Cox, Elizabeth Cox his wife, and
J. W. Duck & F. J. Clements,

Defendants:

You are Hereby Notified that I have fixed upon the 31st day of Decr.
next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at
my office, aforesaid, the following accounts:

Account, and receiving,
1st An account of the transactions of Duck &
Clements with said H. J. Cox showing any balance
owed by either of them in the Bill mentioned as to
said Duck & Clements or for which they are responsible
for said Cox. 2nd An account of any toll levied on the
land in the Bill of proceedings mentioned, with their
priority & dignity. 3rd An account of the amount
owed for simple value of said land. 4th An account
of the amount due the plaintiffs in this case. 5th
Require report whether the case was filed with the bill
as a mortgage, or deed absolute.

Required to be taken by decree of Isle of Wight Circuit Court, rendered on the 23rd day
of Oct. 1888, in a suit in chancery depending in the said court, in which
you are parties, plaintiffs and defendants, at which time and place you are required to attend.

Given under my hand, as Commissioner of the said Court, the day and year first

aforesaid.

A. P. Young

Commissioner