

1894-006 Chancery Causes, R.
Isle of Wight County

E Boykin, gdn of William F. Jordan's infants vs
Ellen, M. Chalmers, Mary W. Jordan & al
Petition of Isle of Wight County

Folder 1

other SURNAMES: Day, Todd
MORRISON, Waller, Young,
Tazewell, Atkinson, Folk
[Waller & Jordan], [W. F.
Jordan & Company], Minton,
[Farmers & Merchants Savings
Bank at Smithfield], Buckley,
Parker, Battin, Edwards, Hart,
Thomas, Ballard, Andrews,
Whitehead, Goodrich, Wilson,
Nelms, Womble, Maury,

Oct term 1892

De. Conf. rpt. and making
this vacation cause

Boykin & Son.

W } In chcy

Jordan et als.

Complainants Bill.
1889.

2nd April Rules.

Bill & S. B. filed.

Sum. of d. assets of
all adult debts. filed
& genl. refusal; W. S.
Thomas app. to gov. ad
return to all the infant
defendants; and their parents
be here & genl. refusal.
assets. of infants; who are
14 years old filed &
genl. refusal; and
cause set for hearing.

"Apr 23. 1889.

De: for assets.

May 30th 1889. vacation.

De. for Cal. &

"Oct 1891.

De. making this vacation cause

All of which County Court.

J. E. Thompson & Son.

Arrive in Charleston for the Circuit Court for the
County of South Carolina in the State of Virginia, do hereby
that the said County Court of South Carolina
and Henry & Jordan, whose names is signed
the foregoing bill personally appeared before
me in my said County and made oath that
the statements therein contained so far as
made of his own knowledge are true and so
far as made on knowledge or information
derived from others, he believes the same.

Wm R. Williams

County Clerk

and charging her with misdoing and real estate &
one third of said amount.

appointed to defend this interests in this suit.
be made parties defendant to this bill, and
he require transfer the same as require by law.
That some proper person be appointed a
commissioner, or otherwise empowered by
the order of this court, to borrow the sum of
\$6000⁰⁰, or so much of the same as may be
necessary to reimburse said bridge, and execute
a deed of trust on the real estate of the said
infants, the said Ellen M. Chalmers formerly
Jordan joining in the same. That the said
bridge be reimbursed

That if this can not be done, that the said bridge
with all of its rights & privileges and franchises
be sold and the proceeds invested as the court
may direct, that a proper fee be allowed R. E.
Boykin atty in this cause for his services
therein. That all proper orders and decrees
may be made; and all proper accounts and
inquiries be directed, and that such other, further
and general relief may be granted in the prem-
ises as the nature of the case may require or as
Equity shall seem meet; and your complainant
will ever pray &c

R. E. Boykin Guardian
of Mary M. and Henry L. Jordan

And that the rights of no person will be received
thru or by a sale of the said bridge with all of
its franchises &c

was completely wrecked and demolished, and the
said infants and the said Ellen McChalmers have
no funds to repair the same.

That said bridge can be rebuilt for the sum of \$1600⁰⁰
your complainant is informed and so charges
That it would be largely to the advantage and
benefit of the said infants and the said Ellen Mc
Chalmers to repair and rebuild the said bridge.

That the said Ellen McChalmers desires that
the same be rebuilt.

That the said bridge yields a larger annual
return in proportion to its assessed value
than any of the real estate of the said infants.

In tender consideration whereof and forasmuch
as your complainant is without remedy at
law and can only be relieved by the aid of this
Hon Court of Chancery, where matters of this
kind are alone and properly cognizable and
relievable, to the end that justice may be done
in the premises, your complainant.

prays That that the said Ellen McChalmers, CC
Chalmers, E Virginia Day, & F Day, Mary W. Jor-
dan & Henry L Jordan, infant orphans of W F
Jordan decd, Lily M Jordan, Esther A Jordan
and William F Jordan, infant orphans of Chas L Jordan decd
Emily Virginia, Fenton Garner, Davis & Wm Henry Jordan
infant orphans of W M. Jordan decd, the said
infants by some one their guardian ad litem,

said infants, except so much thereof as his
said widow was entitled under said will,
That the real estate of the said W F Jordan
has been never divided between his devisees,
That the said real estate, consists of a house
and lot in the Town of Smithfield, with a small
house thereto annexed, adjoining the lot of W K
Chapman & the Methodist Parsonage, on East
Church Street, ^{a store house or church street,} a farm near the Town of Smith
field, adjoining the lands of J. P Andrews, Wad
Folk and Arbuckle, and a toll bridge over
Pagan Creek at the corner of Smithfield.

That under the will of the said W F Jordan
the said Ellen M Chalmers, formerly Jordan is
entitled to one undivided one third of said real
estate in fee simple and the said infants to an
undivided two thirds, subject to the limitations
heretofore mentioned.

That the said infants have no other estate real
or personal.

That in the event of the death of ~~the death~~ ^{with will issue} of the said
infants Mary W and Henry L Jordan, the said real
estate would pass, under the will of the said
W F Jordan to the said Ellen M Chalmers, E
Virginia Bay, & the said infant children of Chas A
Jordan, and of W F Jordan as aforesaid.

That during the late disastrous storm of the 6th
7th and 8th of April 1889, the said bridge was

wife of C. F. Day. a certified copy of said will is
herewith filed marked A and prayed to be read
as a part of this bill.

That the said Chas E Jordan departed this life
some time in the year 1888, leaving him surviving
~~a widow Christiana~~ ^{as his at law} ~~Jordan and three children~~
to wit, Lucy M Jordan, Ruth A Jordan and William
F Jordan infants under the age of twenty one
years.

That the said W. F. Jordan departed this life some
time in the year 1888, leaving him surviving as
his heir at law four children, Coris, Emily Virginia,
Fenton Earnest, Davis W. and Wm Henry Jordan
all of said children being under the age of twenty one
years.

That at the April term 1889, ^{of the county court of said county} R. E. Boykin was ap-
pointed guardian of the said infants Mary W
Jordan and Harry E Jordan and qualified as
such, a certificate of said qualification and appoint-
ment is herewith filed marked B and prayed to
be read as a part of this bill.

That in the suit of Wilsons admr v Jordans admr
& als, an afc was taken of the debts due by the
said W. F. Jordan or his estate, and the same have
been paid off and discharged in full.

That the personal estate of the said W. F. Jo-
dan has been exhausted in the payment of
debts and in the support and education of the

To the Hon Wth Hall mag^r of the circuit court of
Law and Chancery for the county of Isle of
Wight in Chancery sitting.

Humbly complaining
sheweth to the court. Your complainant R^d
Boykin guardian of Mary & Jordan and Har-
ry L Jordan infant orphans of Wth F Jordan dec^d.

That some time in the year 1880, Wth F Jordan
departed this life at his residence in the
county of Isle of Wight having first made and
published his last will ^{and} testament, leaving him
surviving a widow, Ellen M Jordan who has
since intermarried with one Le Le Schalmers,
^{and one daughter} to wit, the said Mary F Jordan, who is over the
age of fourteen years, and Harry F Jordan, ^{an}
^{infant under 14 years}

That by his said last will and testament the said
Wth F Jordan devised and bequeathed to his wife, the
said Ellen M, one third of all of his estate, both
real and personal in fee simple, the remaining
Two thirds to be equally divided between his chil-
dren, but if both of his children should die before
attaining the age of twenty one years and without
issue, then he gives their portion to be so divided, that
his said wife, or her heirs if she be dead, shall have,
including what he has previously given her, one
half of his estate, the balance or remaining one
half to be equally divided between his brothers and
sister of the whole blood to wit, Chas F Jordan,
Wth F Jordan & E Virginia Bay formerly Jordan

Boykin Geo
es } Du Ches
Jordan DuFaut et al

Amended Supplemental
Bill

Filed Apr 20th 1892
by leave of Court,
J. B. Young et al

Jess of High County Dist.

~~W. L. Dock a Notary Public~~
~~Commissioner in Chancery for~~
~~the Circuit Court for the County of~~
~~said in the State of Virginia.~~ do
Certify that R. E. Boykin whose
name is signed to the foregoing bill
~~assumed bearing date April 20th~~
1892, personally appeared before
me in my said County and made
oath that the statements contain-
ed ^{therein} ~~in said answer~~ so far as made
of his own knowledge are true, and
so far as made on knowledge or
information derived from others, he
believes to be true. Given under my
hand this 20th day of April 1892

W. L. Dock
Notary Public
~~Commissioner~~

cause be rendered firm stable and
standing, fully and effectually to all
intent and purposes. That a commis-
sioner be appointed to execute and de-
liver to the said County of Isl of Wight
a good and sufficient ^{quit} in fee simple
with special warranty for the bridge
aforesaid together with its cause ways
rights, privileges easements, franchises
and the land thereto attached, upon
the payment of the sum of \$1200⁰⁰
with interest thereon from the 3^d day
of June 1889, until payment, that
the said sum be distributed according
to the rights of the parties therein, that
all proper orders may be made and
inquiries directed, and that such
other further and general relief
may be granted in the premises as
the nature of the case may require
or to equity shall seem meet, and
Your Complainant will ever pray &c

Boydin p/v

R E Boykin
Guardian of
Harry L Jordan
late son of Mary W Jordan

In tender consideration whereof and for-
asmuch as your complainant is
without remedy at law, and cannot
be relieved by the aid of the honora-
ble Court of Chancery, where matters
of this sort are alone and properly
cognizable and redressable, doth sue
that justice may be done in the
premises, your complainant prays
that the said Ellen M Chalmers, Eliza Chal-
mers, ~~Eliza Chalmers~~, E Virginia Day, E
F Day, Mary M Jordan, Harry L Jordan
Cuby M Jordan, Esther A Jordan, William
F ^{Jordan} ~~Jordan~~, Emily Virginia Jordan, Fenton Garnett
Jordan, Davis M Jordan and Wm Henry
Jordan, the last eight infants by some
proper person their guardian ad litem
appointed to defend their interests in
this suit, and each of the infants as
an over the age of fourteen in person,
the County of Isle of Wight, R. P. Waller
in his own right, as surviving partner
of Waller and Jordan and as Executor
of J Laguerre decd, E M Lord Huston, E
M Morrison and L A his wife be made
parties defendant to this bill and be
required to answer the same, That the
proceedings heretofore had in this

said original bill and in this amended
supplemental Bill, your complainant is
informed and so charges that it was not
competent for the said R E Boykin, ^{as counsel in the} to ad-
minister and certify said oaths, especially
as to the infant defendants Mary W Jordan
Lucy W Jordan and Esther A Jordan and
the guardian ad litem of the infant defen-
dants, and that for the reason aforesaid
the said answers ^{infringe} are required by the
statute in such cases made and provided
That the said Mary W Jordan has arrived
^{has and been one of the not proved of said bill}
to the age of twenty one years, and is entitled to
That since the last done herein the said
Farmers and Merchants Savings Bank at
Smithfield, Ky this and bearing date on
the day of 1892, has conveyed
assigned transfers and all over unto
A. P. Young, Geo R Atkinson, R. E. Boykin
and Geo. P. Hoek all of the assets of the
said Bank, inclusive of the said judgment
of the said Bank against the said Ellen
W Chalmers ^{formerly Jordan} and A Morrison trading
under the firm name of W F Jordan
Esq.

said petition mentioned and all claims
demands and equities of the said E. M. Morrison
and J. A. his wife, the said Bonds together
with its ~~consequences~~ and ~~land attached~~;
and after paying out of the proceeds of such
collection, the unpaid costs of this suit;
Reserving as an aity for to be hereafter
considered, the sum of \$150- To R. E. Boykin
for his services as aity in this cause,
he shall pay one third of the proceeds
of such collection, being the present
interest of the said E. M. in Chalmers
in the said proceeds of the Farmers and
Merchants Savings Bank, in part pay-
ment of the said mortg. and make
report to Court. Your complainant alleges
by way of Supplement, That the aity to
The answers of the infant defendant Mary
H Jordan, ^{Lucy M. Jordan, Estley J. Jordan} of R. F. Thomas guardian ad
litem of the infant defendants, of the adult
defendants except R. P. Waller in his own
rights, as surviving partner of Waller and
Jordan and as ^{to the original bill and said petition.} Exr of J. Farnell, were
administered and certified by R. E. Boykin
Commissioner in Chancery for the Circuit
Court of the County of Isle of Wight, being
the same R. E. Boykin who as guardian
as aforesaid was the complainant in the

confirm the said sale and direct a deed
 to be executed to the said county for the said
 bridge, free and clear from the liens in
 the said petition mentioned with claims
 demands and equities of the said Emmor-
 son and S. Shiswile, then and in that
 event, the interest of the said Ellen, ne,
 Chalmers, formerly Jordan, should be
 paid to the lien creditors of the said Ellen
 ne Chalmers in the petition mentioned,
 according to their priority, and the residue
 of the proceeds of said interest under
 the order of this court, upon the trust of
 the will of W. F. Jordan decd, without in
 any manner prejudicing or affecting, the
 lien of the said deed of trust on the residue
 of the property therein conveyed.

That by the decree of the said court entered
 March 17th 1892, R. E. Boykin who had
 therefore been appointed a commissioner
 in said suit, was directed to collect from
 the county of Dec. of Mich. the sum of
 \$1200 ⁰⁰ with interest from the 3^d day
 of June 1889, and upon the payment
 thereof to execute and deliver to the
 county of Dec. of Mich., a good and
 sufficient in fee simple, with specific
 warranty, the bridge of on said, free and
 clear of and from the liens in the

Chalmers, conveyed by said deed of trust
That the proceedings in said ^{thereof} suit, be
ratified and confirmed and rendered stable
and binding; and that the application of
the interest or share of the said Ellen
in Chalmers in part payment of the said
judgment, shall not in any manner affect
or impair the lien arising under and by
virtue of the said deed of trust, upon the
real estate of the said Emma Morrison and
& this wife conveyed by said deed, and that
the said property may be subjected to the
payment of the said debt secured by said
deed, as fully and effectually to all intents
and purposes, as if the said Grange had
not been conveyed by the said deed.
That on the 17th day of March 1892, the
said R. P. Waller in his own right, as sur-
viving partner of Waller & Jordan and
as Exr of J. J. Agnew, ^{& Emma Morrison} raising summons
to answer said petition and notice of hearing.
Filed their answer thereto admitting to
be true the ~~general~~ ^{particular} allegations of the
said petition and avowing that they had
no positive knowledge of the value of the
said Grange save from the report of George
Atkinson, and submit that question to
the court. That should the said court

other

W F Jordan dies,

That on the 17th day of March 1892, the said
E M Morrison and P. A. his wife, having process
to answer and notice of hearing, filed this
answer to said petition, admitting to be true
the allegations therein contained, Avering
that the said Bond &c sold for its full
value, and for an amt greater than would
have been paid by any one other than
said County, That a good and sufficient
and in full sample, should be executed and
delivered to the said County, for the said
Bond &c, upon the payment of the purchase
price therefor, free and clear of and
from the liens in said petition mentioned
of and from all rights, claims demands and
equities of the said E M & P A Morrison.

That the mortgage of the said Bank is the
first lien, on the interest of the said Ellen
M Chalmers in the proceeds of sale, of the said
Bond &c, and should be applied in part
payment and discharge of the mortgage
aforesaid, and consent that the same
may be done, without ascertaining the
whole interest of the said Ellen M
Chalmers, formerly Jordan, in the
estate of W F Jordan decd, and without
preventing further sale of the property and
rights of property of the said Ellen M.

requiring answer the said petition.

That the proceedings theretofore had in said suit, be ratified and confirmed, and be rendered stable and binding, That a Commissioner appointed by the court and acting in the said County, a good and sufficient and in full ^{for the said purpose} simple, upon the payment of the purchase aforesaid. That the present interest of the said Ellen M. Chalmers, in the proceeds of sale of the said Bonds, be applied in part payment of the said judgment of the Farmers and Merchants Savings Bank, and the residue upon the trusts of the will of W. F. Jordan decd.

That on the said 17th day of March, the said Farmers Merchants Savings Bank, waiving summons answer and notice of hearing answered said petition, admitting to be true the allegations in said petition, containing ^{that this said judgment is the final one upon the merits of the said} ~~Ellen M. Chalmers in said suit~~ ^{consenting to the said sale}. That a deed be executed in the said County for the said Bonds for and clear of and from all liability to the lien of this said judgment, upon the terms that, the interest of the said Ellen M. Chalmers be paid to the said Bank in part payment and discharge of its judgment aforesaid, and that the residue be invested upon the trusts of the will of

necessary parties. That no good sufficient
 and perfect title could be made or vested
 in the said County, save and unless the
 said Farmers Merchants Lending Bank, R.P.
 Waller in his own right, as surviving part-
 ner of the late firm of Waller & Jordan and
 as Exr of said and Em Morrison & I A his
 wife and Em Todd, ^{trustee} have made parties to said
 suit. That the said County was ready and
 willing to pay off and discharge in full
 the purchase price of said bridge, as soon as
 a good and sufficient deed could be made
 and a good title vested in them for the
 said bridge. That the said bridge or the
 superstructure thereof had been washed
 by storms as aforesaid, that the said sale
 of the said bridge &c made by the said bank
 was a good and advantageous sale and that
 the said property sold for a fair and
 adequate consideration. That by the prayer
 of the said petition, the said petitioners pray
 to be allowed to file this petition in said suit
 and be admitted a party thereto. That the
 Farmers Merchants Lending Bank, R.P.
 Waller in his own right, as surviving
 partner of the late firm of Waller & Jordan
 and as Exr of J. Jordan, Em Morrison and
 I A his wife and Em Todd ^{trustee}, be made
 parties defendant to said petition and be

on the said I and All Tazewell of the sum of
\$3000⁰⁰, five years after date, with in-
terest from date, and bearing date July 21st
1884. That both the said bond, and the
said note, had been reduced by subse-
quent payments to the sum of \$1800⁰⁰ each
or thereabouts. That the said All Tazewell
had departed this life having first made
and published her last will and Testament,
by which she devised and bequeathed all of
^{that all of the debts of the said All Tazewell have been paid off & discharged}
her estate to the said I Tazewell. That the
said I Tazewell subsequently departed this
life, and that R P Waller qualified as her
Exr. That the said bond of the said Allen
M Jordan was a partnership asset of
the late firm of R. P. Waller & W M Jordan
trading under the firm name of Waller &
^{That the said W M Jordan has departed this life}
Jordan. The said petition further sets forth
the proceedings had in said suit, including
of the sale of the said Snipe. That by the
decree of May 30th 1889, the said Court was
directed upon payment to execute a
dow to the said County. That neither the
Farmers Merchants Savings, R. P. Waller
surviving partner of Waller and Jordan, nor the
said I and All Tazewell in their life time, nor their
Evs since their death, nor the said E M Mor-
^{T. & A. his wife}
rison, were parties to the said suit, though

Bent

other property in said and mentioned, in
trust to secure to R. P. Waller and W. H.
Jordan the payment of the sum of a
certain bond executed by the said E. M.
Chalmers to W. H. Jordan, bearing date July
21st 1884, and being for the payment of the
said R. P. Waller and W. H. Jordan of the
sum of \$3000⁰⁰. five years after date
with interest from date, that in order
to further secure the payment of the said
bond, the said E. M. Morrison and P. A. his
wife, did convey in trust, by said and, to the
said E. M. ^{certain property} ~~Good~~, in said and mentioned, on
this condition and this condition only, viz
that the property by them conveyed,
shall not be sold to pay off and discharge
the said bond, until the whole interests
of the said Allen M. Jordan in the estate
of W. H. Jordan is ascertained, and until all
other property and rights, ^{of property} by said and
conveyed, shall be sold and the proceeds
other payment of the said bond, that the
said R. P. Waller and W. H. Jordan assign
the said bond, together with the and of the
securing the same to J. L. Loring and W. L. Loring,
well, as well as the said, to secure to the said
J. L. and W. L. Loring, the payment of a cer-
tain note made by the said R. P. Waller
and W. H. Jordan and being for the payment

This cause, in which it was shown, That on the 1st day of March 1884, The Farmers and Merchants Savings Bank at Smithfield Va. recovered a judgment in the Circuit Court of the County of Isle of Wight against Ellen M Jordan, now Chalmers and E. A. Morrison, trading under the firm name of W F Jordan & Co for the sum of \$3717¹⁰ principal, with interest and costs, an abstract of said judgment was filed therein, That the said judgment had been reduced by subsequent payments to the sum of 1000⁰⁰ or thereabouts.

That the said judgment was the first lien on the interest of the said Ellen M Chalmers in said Bridge and franchise &c.

That the interest of the said Ellen M Chalmers in the said Bridge is, as in said original bill set forth.

That by the deed of the said Ellen M Jordan now Chalmers and E M Morrison and Sarah A, his wife, bearing date July 3rd 1884, and duly recorded in the Clerk's office of the County Court of the County of Henrico, the said Ellen M Chalmers then Jordan conveyed to Ben Loul all other interests in the said Bridge &c, together with certain

The said last mentioned report of court Atkinson was confirmed, and R E Boykin who was appointed a commissioner for that purpose, was directed, upon the payment of the costs of suit and sale and one fourth of the residue of the sum of \$1200⁰⁰ and on the execution by the said county, or some person in its stead, of three several bonds for equal amounts for the residue of the said sum of \$1200⁰⁰, with good personal security, payable respectively in one two and three years after date, with interest from date, to execute and deliver to the said county, a good and sufficient deed in fee simple with special warranty for the said bridge and franchises, together with one acre of land more or less thereto attached, reserving in said deed a vendors lien for the unpaid purchase money.

That by an agreement filed in said court bearing date May 31st 1889, the said County of De Witt by its Board of Supervisors entered into an agreement for the purchase of the said Bridge and its franchises with the land attached, and bonds were executed for the deferred payments, bearing date June 3rd 1889. #
That on the 17th day of March 1892, The County of De Witt filed its petition in

* That by a decree entered in said court Dec 20th 1891, it was made a vacation cause

of money sufficient to repair the said bridge and charging the infants real estate with the payment of the same. That it comes to be finally done, the said Court, in part, basing his opinion, that it would be to the interest of the said infants to repair the said bridge upon the impression that the said bridge would sell only for some \$800⁰⁰.

That by a supplemental report filed in said suit by said Court, he reported to Court, that his original report was based upon the opinion, from the evidence before him, that an adequate price could not be obtained for the said bridge and its franchises. Since the date of said report, he is informed and so reports to Court, that the County of Ince of Michigan was willing and had offered to pay the sum of \$1200⁰⁰ for the same.

That it would be to the interest of the said infants to sell the bridge to the said County at the said sum, that it was a fair price therefor and more than could be obtained from a private individual, and that the interests of no persons will be injured thereby.

That by the day of May the 30th 1889

and for general Relief.

That the said adult defendants and the said infants ^{Emily M Jordan & Esther A Jordan} Mary M Jordan, who were over the age of fourteen years appeared in person and all of the said infants answered by R S Thomas atty, their guardian ad litem.

That by a decree of this Court entered in said suit, a Commissioner was directed to enquire and report to Court, First, whether the interests of the infant defendants Mary M and Harry L Jordan, would be ~~best~~ promoted by a sale of the said bridge with its franchises, or by borrowing a sufficient sum to rebuild said bridge and charging the same estate in the title mentioned with the payment of the same; whether the latter can be legally done; which would best promote the interests of the said infants, and whether the rights of any persons would be violated thereby. Second - what amount would be necessary to rebuild said bridge and repair the causeway thereof.

That Comr Atkinson by his report filed in said suit, reported that the interests of the infants would be best promoted by borrowing a sum

and William F Jordan infant orphans
of Chas E Jordan decd, Emily Virginia
Jordan, Fenton Farnette Jordan, Davis
W Jordan and Wm Henry Jordan, infant
orphans of Wm Jordan decd, the said
infants by some one their guardian
ad litem appointed to defend their
interests in this said suit, he made
parties defendant to said bill and he
required to answer the same.

That some proper person be appointed
a commissioner or other officer empower-
ed by the order of the said Court to
borrow the sum of \$1600⁰⁰, or so much
as might be necessary to rebuild said
bridge, and execute a deed of trust on
the real estate of the said infants, the
said Ellen M Chambers joining in the
same, and charging her interest in
said real estate with one third of the
said amount. That the said bridge
be rebuilt. That if this could not
be done, then the said bridge with
all of its rights privileges and franchises
be sold and the proceeds invested
as the court might direct. That a
proper fee be allowed R. E. Boykin
att'y for his services in said cause.

McChalmers, E Virginia Bay, the said infant children of Chas & Jordan and W Jordan as aforesaid.

That during the storms of the 6th 7th and 8th of April 1889, the said bridge was wrecked and demolished, and the said infants and the said Ellen McChalmers had no funds to repair the same.

That said bridge could be rebuilt for the sum of \$160000, that it would be largely to the benefit of the said infants and the said Ellen McChalmers to repair and rebuild the said bridge, that the said Ellen McChalmers desired the same to be rebuilt, and that the rights of no persons will be violated thereby or by a sale of the said bridge with all of its franchises &c.

That the said bridge yields a larger annual return, in proportion to its assessed value than any other real estate of the said infants.

That the said original bill prayed that the said Ellen McChalmers, E.C. Chalmers, E Virginia Bay, E F Bay, Mary W Jordan & Harry L Jordan infant ~~orphan~~ orphans of N. F. Jordan decd. Lucy M Jordan, Esther A Jordan and

said will was entitled under the said will. That the real estate of the said W. F. Jordan had never been divided between his heirs. That the said real estate consists of a house and lot in the town of Smithfield, with a small house thereto annexed, adjoining the lot of K. K. Chapman & the Methodist Parsonage on East Church street, a store house on Church street, a farm near the town of Smithfield, adjoining the lands of J. M. Andrews, W. D. Lock and A. Bunkley, and a toll bridge over Pagan Creek.

That under the will of ^{the said} W. F. Jordan, the said Ellen M. Chalmers, formerly Jordan is entitled to an undivided one third of said real estate in fee simple and the said infants to an undivided two thirds, subject to the limitations theretofore mentioned. That the said infants had no other estate real or personal. That in the event of the death of the said infants Mary W. and Harry L. Jordan without issue, the said real estate would pass under the will of the said W. F. Jordan to the said Ellen

leaving him surviving as ^{his} his at law
Three Children. To wit Lucy M Jordan,
Esther A Jordan and William F. Jo-
dan, infants under the age of twenty one
years. That the said W. M. Jordan de-
posed this life some time in the
year 1888, leaving him surviving as
his his at law, four children, to wit
Emily Virginia Jordan, Fenton Garnett
Jordan, Davis M. Jordan and Wm. Henry
Jordan, infants under the age of twenty
one years. That at the April term
1889 of the County Court of the said County
R. E. Boykin was appointed guardian
of the said infants, Mary M. Jordan
and Harry L. Jordan and qualified
as such. A Certificate of said qualifi-
cation was filed with said file marked
B & c.

That in the suit of Wilsons admr et
als W. M. Jordan admr et als, an ac was
taken of the debts due by the said W.
F. Jordan or his estate, and the same
were paid off and discharged in full.
That the personal estate of the said W.
F. Jordan had been exhausted in
the payment of his debts, and in the
support and maintenance of the said
infants, except so much thereof as his

to wit, The said Mary W. Jordan who is ^{under the age of twenty one years} ~~under the age of twenty one years~~
the age of fourteen years and Harry W.
Jordan, an infant under the age of twenty
one years, that by his said last will
and testament, the said W. F. Jordan de-
vised and bequeathed to his wife the
said Ellen W. one third of all of his
estate both real and personal in fee
simple, the remaining two thirds to be
equally divided between his children,
but if both of his children should die
before attaining the age of twenty one
years and without issue, then he gives
this portion to be so divided, that his
said wife or her heirs, if she be dead,
shall have, including what he had
previously given her one half of his
estate; the balance or remaining one
half, to be equally divided between his
brothers and sisters of the whole blood,
to wit: Chas E Jordan, W. M. Jordan, &
Virginia Day, formerly Jordan; wife
of E. F. Day. A certified copy of said will
was filed with said Bill marked A
and prayed to be read as a part
thereof.

That the said Chas E Jordan departed
this life some time in the year 1888

To the Honble Justices of the Circuit
Court of Law and Chancery for the County
of Dec of Wight in Chancery sitting.

The amenable Supplemental
Bill of R. E. Boykin guardian of Harry
L Jordan and late guardian of Mary W Jordan

Humbly complaining sheweth
To the Court. Your complainant R. E.
Boykin guardian of ^{and late guardian of Mary W Jordan.} Harry L Jordan,
That at April Rules 1889, Your complain-
ant, guardian of Mary W Jordan and
Harry L Jordan filed and exhibited his
Bill in Chancery ^{in the circuit court aforesaid} against Ellen M Chal-
mers Co-Chalmers, Virginia Day, & F. Day,
^{Mary W Jordan, Harry L Jordan} infant orphans of W. L. Jordan decd. Lucy M
Jordan, Esther A Jordan, and William F
Jordan infant orphans of Chas E Jordan decd.
Emily Virginia Jordan, Fenton Garnett
Jordan, Davis W Jordan and Wm Henry
Jordan, infant orphans of W. M. Jordan
decd. in which Bill it was alleged that
some time in the year 1880, W. F. Jordan
departed this life at his residence
in the County of Dec of Wight, having
first made and published his last
will and Testament, leaving him
surviving a widow, Ellen M Jordan,
who had since intermarried with
one C. C. Chalmers, and two children,

Boydell & Co
is } In cheq

Jordan Infants & Co

The petition of
The County of Kent
Filed March 17th 1892

and your petitioners will answer to
County of Isle of Wight by
R L Boykin atty

be allowed to file this its petition in said
suit and be admitted a party thereto

That the
Farmers Merchants Savings Bank at Smithfield,
RP Waller in his own right, as surviving
partner of the late firm of Waller & Jordan
and as Exr of ^{the said Am Morrison aged 9, & his wife & M. L. Morrison} J. Loggins, be made parties
^{and be required to answer this petition} defendant to said suit. That the proceedings
heretofore had therein be ratified and
confirmed, rendered stable and binding
upon the said Farmers Merchants Savings
Bank, RP Waller in his own right, as
surviving partner of Waller & Jordan and
as Exr of J. Loggins, ^{the said Am Morrison & his wife & M. L. Morrison} as fully and effectually,
to all intents and purposes as if they had
been made parties to said suit at the insti-
tution thereof. That a commissioner be
appointed to execute and deliver to your
petitioners, upon the payment in full of the
purchase price, a good and sufficient and
in full release for the Bridge aforesaid, free
and clear from the liens aforesaid. That the
present interest ^{in the proceeds of the sale of said bridge} of the said Ellen M
Chalmers should be applied in part pay-
ment of the said indebtedness of the Farmers
and Merchants Savings Bank, and the
residue in value upon the terms of the
will of J. Jordan decd.

R. Waller, nor the said S. Ebb Cogswell in
their life time nor their executor since
their death, ^{nor the said C. Morrison and J. H. Briggs} were made parties to the
said suit.

Your petitioner is informed and so
charges that they are necessary parties
to this suit & that no good and sufficient
and perfect title can be made to or vested
in it, save and unless the said Farmers
and Merchants Savings Bank, R. P. Waller
in his own right, as surviving partner
of the late firm of Waller & Jordan, and as
executor ^{of the said C. Morrison & S. A. Cogswell & M. J. Briggs} are made parties to said
suit. That the said county is ready
and willing to pay off and discharge ^{in full} ~~and~~
soon as a good and sufficient deed can
be made and a good title vested in them
for the said bridge, the purchase price
thereof.

That prior to the sale of the said property,
the superstructure of the said bridge had
been shaken and destroyed by storms,
that the sale made by the said commissioners
of the said property was a good and advan-
tageous sale and that the said property sold
for a fair and adequate consideration.

In tender consideration whereof &c. to the
end that justice may be done in the
premises. Your petitioner prays, that it may

vised and bequeathed all other estate
^{including the debts of the said E. M. Rogers} her then paid off and charged
 real and personal to the said J. Rogers.

That the said S. Loynes subsequently
deported this life saving first made
and published her last will and testa-
ment, and R P Waller the executor therein
mentioned has qualified as such

That the said bond of the said Ellen M. Jordan, was a partnership asset of the late firm of Waller and Jordan.

That the pain Dr Jordan has departed this life.

That by a decree of the Circuit Court of the County of Isl of Njht entered in the said suit of R Boykin Edn P Jordan Infants & als, the said R Boykin who was appointed a special commissioner for that purpose, was directed to sell the said bridge, and the County of Isl of Njht became the purchaser thereof at the sum and price of \$1200⁰⁰. That by a decree entered in said suit on the 30th day of May 1887, the said court was directed upon payment to execute a deed to the said County for the said bridge. That neither the Farmers and Merchants Savings Bank

said Elm Load certain property in said
deed mentioned, on this condition and this
condition only, viz that the property by them
conveyed shall not be sold to pay off and dis-
charge the said bond of the said Ellen M
Jordan, until the whole interest of the said
Ellen M Jordan in the estate of the said
W & Jordan is ascertained, and until all
her property and rights of property by said
deed conveyed shall be sold and applied
to the payment of the said bond, a copy of
said deed is herewith filed marked B
and prayed to be taken as a part of this
petition, That the said R. P. Waller and
W M Jordan assigned the said bond together
with the deed of trust securing the same
to F Taggart and A M Taggart, as collateral
to secure to the said F Taggart and A M
Taggart the payment of the sum of a certain
note executed by the said R. P. Waller and W M
Jordan bearing date July 21st 1884 and being
for the payment to the said F & A M Taggart of
the sum of \$3000⁰⁰ five years after date with
interest from date.

That both the said bond of the said Ellen
M Jordan and the said note of the said
R. P. Waller & W M Jordan have been reduced
by subsequent payments to the sum of
\$1800⁰⁰ each or thereabouts.

Smith filed in the proceedings of this suit men-
tioned, and of which W.F. Jordan did sign and possess, that the interest of the said Ellen M Jordan.
now Chalmers, is an estate in fee in one third
of the said Bonds, with remainder in fee in
one half thereof, in the event of the death
of her two children Mary and W.L. Jordan
without issue.

That by the deed of the said Ellen M Jordan
and E.M. Morrison and Sarah A. his wife
bearing date July 21st 1884, and duly recor-
ded in the Clerk's office of the County Court
of the County aforesaid, the said Ellen M
Jordan did convey in trust to E.M. Luce
all other rights, title and interest in and
to the said Bonds together with all other
interest in certain other property, in said
deed particularly mentioned set forth and
described, in order to secure to the said R.P.
Waller and W.L. Jordan, the payment of the
sum of a certain bond, executed by the said
Ellen M Jordan, bearing date July 21st 1884,
and being for the payment of the said R.P.
Waller and W.L. Jordan of the sum of
\$3000⁰⁰. Five years after date with interest
from date. That in order to further secure
the pay^{ment} of the said bond the said E.M. Morrison
and Sarah A. his wife did convey in trust to the

To The Honble Justices of the Circuit
Court of Law and Chancery for the County of
Salem of Right in Chancery sitting.

The petition of the County of Lee
of Right.

Your petitioners respectfully repre-
sents. That on the 1st day of March 1884, The
Farmers and Merchants Savings Bank at
Smithfield Va. recovered a judgment in the
Circuit Court of the County aforesaid against
Allen M Jordan and C Morrison merchants
and partners. Trading under the firm name
and style of M & Jordan & Co for the sum of \$7774.⁰⁰
of principal, together with interest, and costs
of suit. a certified abstract of said judgment
is herewith filed marked A and prayed to
be taken as a part of this petition.

That the said judgment has been reduced by
subsequent payments to the sum of \$1000.⁰⁰
or thereabouts.

That the said judgment is the first
lien on the interest of the said Allen M Jordan
in and to that certain Bridge, together with
its causeways, franchises, rights, privileges
casements and one acre of land, be the
same more or less, thereto belonging,
known as the Wilson or Purdie Bridge, situate
lying and being in the County aforesaid
in the State of Virginia, near the town of

with this case in this behalf most unreasonably
expended.

Allen H. Chalmer -
J. E. Chalmer

all of which costs to wit,

J. R. Boykin a counsellor
resides in Lawrence for the said cost of the
county of Howard in the State of Virginia, do cer-
tify that Allen H. Chalmer and J. E. Chalmer who
names are signed with foregoing answer, person-
ally appeared before me in my said county and
made oath that the statements contained therein are
true, given under my hand this day of 15th
April 1889.

J. R. Boykin } sworn in law

Boykin & Co
} Duchesne
Jordan & Co

answer of J. R. Chalmer
and Allen H. Chalmer.

Filed 2^d Apr. 1889.

Boydin & Co

} In Chancery, Civ et of Isa of Wright & Co
Jordan & Co

The joint & several answers of Ellen M Chalmer
and C C Chalmer, to the bill of complaint in
said court exhibits against them & als.

These defendants saving and
reserving all right of exception, to the many
errors and imperfections in said bill contained
for answer thereto or to so much thereof as they
are advised it is material or necessary for them
to answer answering say, That They admit to be
true the allegations in said bill contained and that
it will be largely to the benefit of the defendant
Ellen M Chalmer as well as the infant defendants
Margy & Henry L Jordan that the said bridge
be rebuilt; and further answering said defen-
dant ^{Ellen M Chalmer} says, she is ready and willing to unite in
a deed charging her interest in the real estate in
said bill mentioned, together with the interest of the
said infants, with the payment of such a sum
as may be necessary to rebuild said bridge, on the
event this can not be done the said defendant Ellen M
Chalmer, avers that it would be to her interest
and that of the said infants, that the said bridge
with all of its rights, privileges and franchises
be sold and the share of the said infants invested
as the court may direct, and having answered
These defendants pray hence the dismissed

Good night country friends.

J. R. Boykin a country clerk for
the clerk for the county, appeared in the state of Virginia.
in do hereby, that C. F. May T. & Virginia Boy whose names
are signed with foregoing answer personally appeared
before me in my said county and made oath that the
contents contained in the foregoing answer as far as
well as the same as known to me true, and as far as
made on the same as information derived from others
they believe at the time. Given under my hand and seal
this 27 April 1889,

J. R. Boykin } Clerk in Clerk

Boykin son
} in Clerk

Jordan was

answer of
C. F. May and Virginia Boy
filed 23rd April 1889.

Boyd Kin Gordon

vs } Du chey. The Circuit Court of Washington Co
Jordan et als

The answer of C. F. Day and E.
Virginia Day wife of the said C. F. Day to the bill
of complaint in said court exhibited against
them is als.

These defendants saving and reserving
all rights of exception to the many errors and
imperfections in said bill contained, for answer
thereto, or to so much thereof as they are advised
it is material or necessary for them to answer,
answering say, That they are informed that
the interests of the said E. Virginia Day will not
be affected, either by charging the true value in the
said bill mentioned with an amount necessary
to repair or rebuild said bridge, or by the sale of
the said bridge, with its rights, privileges easements and
franchises and investment of the proceeds of sale
under the direction of this court.

and having answered the said defendants pray
thence to be dismissed with their costs, in this be-
half most unreasonably expended.

C. F. Day
E. Virginia Day.

Boykin & Co
" } Duchay

Jordan et als

answer of Infant Defendants

July 11th 1889

Filed 2^d Oct. 1889

"

and so far as made the knowledge or information
derived from others they believe to be true,
leave under my hand the 15th day of April
1889,

R. B. Boykin
counsel

Boykin son

is } In the circuit of Isle of Wight County.

Jordan & als

The joint and several answer of
Julie M Jordan & Esther A Jordan ^{infant}
orphans of Lehas E Jordan died, over the age of
fourteen years, to the bill of complaint in said court exhibited
against them & als. These defendants saving and
reserving all rights of exception &c. for answer to
said bill or to so much thereof as they are ad-
vised it is material or necessary for them to an-
swer, answering say, That they are informed, that
their interests will not be affected, by charging
the real estate in the said bill mentioned with an
amount necessary to rebuild said bridge, nor
by a sale of said bridge, and they commit their
interests in the premises to the protection of this
Hon court, and having answered they pray
there be dismissed with their costs &c.

Julie M. Jordan.

Esther A. Jordan.

Isle of Wight County Wm. J.

J. R. Boykin a

commissioner in ^{place of} the circuit court of
the county of Isle of Wight, do certify that Julie M
Jordan & Esther A Jordan ^{personally}
appeared before me in my said county and made
oath that the statements contained in said answer
as far as made of their own knowledge are true

Allegheny County, Pa.

2. P. E. Boykin's cover in
show for the local office is forwarded in the
case of an activity. That P. E. Chaalman's mission
main is signed after forgoing answer
personally appeared before me in my said
country and made out that the statements
collected there as far as made after some
months are true and so far as made in
months or information derived from others
the claims are true.

George Tucker may have visited ^{the} library of April
1889.

Re Boykin] come in they

Boykin son
of J. S. Sney
son daughter

Infants ancon

Feb 2^d aft. Re. 1889.

11

Boykin Esq
20 } Drakey
Jordan et als

The answers of Lucy M Jordan, Esther A Jordan, William F Jordan, Emily Virginia Jordan, Fenton Garret Jordan, Davis H Jordan and Mrs Henry Jordan infants under the age of twenty one years, by R S Thomas, their guardian ad litem, to the bill of complaint in said court exhibited against them et als:

These defendants saving and reserving all rights of exception & for answer to said bill or so much thereof as they are advised it is material or necessary for them to answer, answering say. That they are informed that their interests will not be affected by charging the said estate in said bill mentioned with an amount necessary to redeem said bond, nor by a sale thereof, and an investment of the proceeds of sale, under the direction of the court, and further answering these defendants say that they are infants under the age of twenty one years and commit their interests in the premises to the protection of this Hon court - and having answered they pray hence to be dismissed with their costs &c.

R. S. Thomas

Guardian ad litem for infants mentioned above.

Boydell & Son
do } Du Chey
Jordan & Co

The answer of Mary W. Jordan
an infant over the age of fourteen years. The
bill of complaint in said court exhibited against
her and others.

This defendant saving and reserving
all rights of exception to the many errors and
imperfections in said bill contained, for answer
thereto or to so much thereof as she is advised
it is material or necessary for her to answer
answering says, That she admits to be true the
allegations in said bill contained, and that it
will be largely ^{and that of the said Mary W. Jordan, William Chapman} to her benefit that the said bridge
be rebuilt, and that respective interests in the
said estate in said bill mentioned be charged with
the payment of the sum of \$1600 or so much
as may be necessary to rebuild said bridge.
That in the event that this can not be done, this
defendant avers that the said bridge, with all
of its rights privileges and franchises should be
sold and the proceeds ~~be~~ invested as the court
may direct, and having answered this defendant
prays hence to be dismissed with her costs
in this behalf most unreasonably expended.

Mary W. Jordan.

Roykin Son

is } In the Circuit Court of Isle of Wight county,
Jordan et als

The answer of ~~the~~ ~~Chairman~~ ~~the~~
~~guardian ad litem~~ of Maryth and Henry L
^{by R. S. Thomas their guardian ad litem}
Jordan. ~~Tor~~ ^{infants} under the age of twenty one
years to the bill of complaint in said court exhibit-
ed against them et als.

This defendant saving and reserving all
right of exception to the many errors and im-
perfections in said bill contained for answer
thereto or to so much thereof as he is advised
it is material or necessary for him to answer
ing. says. That he admits to be true the allega-
tions in said bill contained and that he is infor-
med it will be largely to the benefit of said infants
that the said bridge be rebuilt, and that their interests
in the real estate in said bill mentioned together
with the interest of the defendant Ellen Michae-
lers, be charged and incumbered for an amount
necessary to rebuild said bridge. That in the event
that this can not be done, the interest of the
said infants would be best promoted by a sale of
the said bridge together with all of its rights,
privileges and franchises. And having answered
this defendant prays hence to be dismissed with
his costs in this behalf most unreasonably ex-
pended.

R. S. Thomas guardian
ad litem for Mary & Henry L. Jordan

Boykin Cor
vs J Du cher
Jordan Dufis et al

The answer of
Allen McChalmers to
Chalmers, Mary McChalmers
E M Morrison & L A Hiss
wife Virginia Day
H & Day

Filed Apr. 30th 1892.

dismissed with their costs in this behalf
most unreasonably expended.

Ellen M. Chalmers.

E. C. Chalmers.

Mary W. Jordan.

E. M. Morrison

S. A. Morrison

E. F. Day

E. E. Day.

State of Virginia

Shelby County Court

I W. L. Dock

a Notary Public in and for the County & State
aforesaid do certify that Ellen M.
Chalmers, E. C. Chalmers, Mary W. Jordan,
E. M. Morrison and S. A. his wife, E. Virginia
Day and E. F. Day, whose names are signed
to the foregoing answer, personally appeared
before me in my said County, and made
oath that the statements therein contained
so far as made of their own knowledge are
true, and so far as made on knowledge
or information derived from others they
believe to be true. Given under my hand
this 21st day of April 1892.

W. L. Dock
Notary Public

Boykin Son
vs } In the Circuit Court of Isle of Wight County.
Jordan Infants et al

The joint and several
answers of Ellen M Chalmer, E. L. Chal-
mer, Mary M Jordan, E. M. Morrison and
T. A. his wife, & Virginia Day and E. F. Day,
to the amended Supplemental Bill in said
Court exhibited by R. E. Boykin Son of
Harry L Jordan and late Son of Mary M
Jordan against them et al

These ^{marrying persons to answer notices of hearing} defendants, having
and reserving all rights of exception for
answer to the said bill or to so much
thereof as they are advised it is material
or necessary for them to answer, answering
say, that they admit to be true the allega-
tions in said bill contained, and further
answering these defendants say, that the
proceedings heretofore had in said suit
should be rendered firm stable and
binding, fully effectually and to all
intent and purposes. And the said Ellen
M Chalmer Mary M Jordan, E. L. Chalmer
E. M. Morrison and T. A. his wife, further
answering say, that they adopt as a
part of this, their answer, their answers
heretofore filed in this cause; and having
answers ~~answering~~, They pray leave to be

Boykin Hon
} Du cher
Jordan Dufault

answer of
Family Virginia Jordan
Lind, Apr. 30th 1892,
"

to certify that Emily Virginia Jordan
whose name is signed at the foregoing
answer personally appeared before
me in my said ~~county~~ corporation,
that she made with that the above mentioned
her own knowledge as far as made of
for as made on knowledge or information
at the time, herin renders my hand this
21st day of April 1892,
James H. Wilcox
Notary Public

Boykin Hon
v } On the Circuit Court of Isle of Wight Co
Jordan Infants

The answer of Emily Virginia Jordan an infant orphan of Wm Jordan ^{over the age of 14 years} ^{amended} to the original and supplemental bill in said court exhibited by R E Boykin Hon against her et als.

This defendant saying and pursuing all rights of exception to the many errors and imperfections in said bill contains for answer thereto or to so much thereof as she is advised it is material or necessary for her to answer, answering says.

That she is an infant under the age of twenty one years and commits her interests in the premises to the protection of this honorable Court, and having answered she prays hence she be dismissed with her costs in this behalf most unreasonably expended.

Emily Virginia Jordan

Corporation of Norfolk Transit.

I, James W. Willcox
a Notary Public for the Corporation
aforesaid in the state of Virginia

On 24th April 1892.

G. L. J. Jack.

A Notary Public
for the County of Down in the State of
Ireland, do hereby state R. S. Thomas whose
name is signed to the foregoing Affidavit
personally appeared before me in my
own County and made oath that the
statements therein contained are true,
which under my hand this 25 day of
April 1892.

L. J. Jack
Notary Public

Boykin Hon
p } Du Chey
Jordan Dufanto

Answer of Dufanto
Defendants by
Hon ad litem

Filed, April 30, 1892

Boykin Gordon

Pl } Duces

Jordan Infants et al

The joint and several answers
of Harry L Jordan, Lucy M Jordan, Esther
A Jordan, William F Jordan, Emily Virginia
Jordan, Fenton Garret Jordan, Davis
M Jordan and Wm Henry Jordan, infants
under the age of twenty one years, by R.
S. Thomas with their guardian ad litem
appointed to defend their interests in this
suit, to the amended supplemental Bill
in said court exhibited by R. E. Boykin
Son of Harry L Jordan against them et
al. These defendants deny and reserve
all rights of exception to the many errors in
said Bill contains for answer thereto or
too much thereof as they are advised it
is material or necessary for them to answer,
answering say, that they are infants
under the age of twenty one years and
commit their interests in the premises
to the protection of this honorable court of
Chancery, and having answered they
pray hence to be dismissed with their
costs in this behalf most unreasonably
expended;

R. S. Thomas

Guardian ad litem

I shall not name is as if the
 saying another personal appeal
 upon me in my civil corporation and
 make out the statement of the
 in said manner so far as make of the
 own knowledge on the case so far as
 make on knowledge or information de-
 rived from others be believed to be true,
 Given under my hand this 25 day
 of June 1842

Deo Hudson

Sale of M^{rs} Smith's Trunk: Mother's Pocket
 S. W. P. 1878. a notice put out for the early afternoon
 in the State of Va. do early than all other where we
 are out of the following account. For several of the end before we die
 my dear early much will that the state under contained them
 as for as much of the new discovery on the 20th for as against
 on knowledge performance during from there the balance to be
 the. Hence under my hand this 25th day of April 1898

W. L. Pack
Henry Dutton

Boykin Gordon
of the
Jordan DuPont Club

The answer of
R D Maller in his
own right, as surviving
partner of Maller & Jordan
was by J. J. Alexander

Filed Apr. 30. 1892.

A. D. Young } Trustees for the
and R. Williams } Farmers Merchants

R. E. Boykin } Savings Bank at
W. A. J. Smith } Smithfield -

See Boykin County, Ark.

I Wm. L. Feltz a

Notary Public - For the

County of Boone in the State of Virginia
do hereby certify that R. E. Boykin ~~was~~ is a
Resident and Sec. of Feltz when same are
signed with foregoing names, personally
appeared before me in my said County, and
made oath that the statements herein contained,
so far as made after said date, are true
and so far as made on said date or before
making thereof from others they believe the
true. Given under my hand this 26 day of April
1892.

W. L. Feltz
Notary Public

Boykin Co.
P. J. on way
Jordan Defants

answer of the
Trustees of the Farmers
Merchants Savings Bank.

Feltz, Apr. 30. 1892

Boykin Hon

P } On the Circuit Court of Dec of Nighs county.
Jordan Defants

The joint and several
answer of J. P. Young, Geo. R. Atkinson
R. E. Boykin, ^{Geo. P. Cook} Trustees under a certain deed
from the Farmers and Merchants Bank
at Smithfield bearing date 1892,
to the amended Supplemental Bill in said
Court exhibited, by R. E. Boykin guardian
of Harry L. Jordan and late guardian of
Mary M. Jordan against them et al.

These defendants making process
to answer ^{notice of hearing} and saving and reserving all
rights of exception for answer to said
bill or so much thereof as they on
advice it is material or necessary for
them to answer. Answering say that they
admit to be true the allegations in said
bill, and further answering say that they
adopt as their further answer the
answer of the said Bank heretofore filed
in this Court and that the proceedings
in this suit should be rendered firm
stable and binding, fully effectually and
to all intents and purposes; and having
answered they pray hence to be dismissed
with their costs in this behalf most
unreasonably expended.

See English Court's Dec.

J. L. L. L.

a. Dixon L. L.

For the Court's approval in the case
of the, do certify that the Jordan
Court of Jordan & Dr. Jordan Jordan
more name on signed the foregoing
answer, personally appeared before
me in my said Court, and made oath,
that the statements contained therein
as far as made of their own knowledge
are true and as far as made on knowledge
or information derived from others the contents
to be true. Given under my hand this 25th day of April 1892

W. L. D. D.

Johny L. L.

Boykin Son
p } on the
Jordan D. L. & L.

The answer of
Lily Jordan & L. L.
Jordan & W. L. Jordan
infants over the age
of fourteen years

Filed Apr. 30. 1892

Boykin & Son

vs } In the Circuit Court of the County of High County
Jordan Infants et al

The joint and several answers
of Lucy M Jordan, Esther A Jordan and W
& Jordan, infants orphans of Chas E Dor-
dan dec'd, over the age of fourteen years,
^{amended supplemental}
to the Bill of Complaint in said Court
exhibited by R E Boykin Esq of Harry L
Jordan and late guardian of Mary M
Jordan, against them et al.

These defendants saying
and alleging all rights of exception with
many errors and imperfections in said
Bill contained, for answer thereto or so
much thereof as they are advised that
it is material or necessary for them to
answer, answering say, That they
admit to be true the allegations in said
Bill contained, and further answering
these defendants say, That they are infants
under the age of twenty one years, and
commit their interests in the premises to the
protection of this honorable Court, and having
answered they pray hence to be dismissed
with their costs in this behalf most unreason-
ably expended.

Lucy M. Jordan,
Esther A. Jordan,
W. Frank. Jordan.

Roykin Edw.

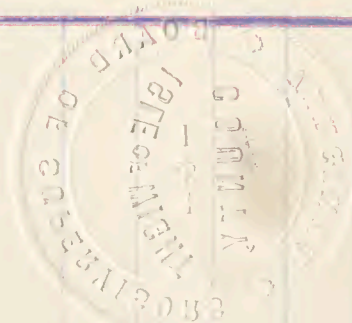
W } In chey

Jordan Infants crals

The annex of
The County of Isles of Wight

Filed apl. 30th 1892

"



Boykin Gordon
vs } In Chancery
Jordan Infants et al

The answer of the County of Isle of Wight to the amended supplemental bill in said Court exhibited by R E Boykin Gordon of Harry L Jordan and late for of Mary M Jordan against it and others.

The defendant in answering process to answer and notice of hearing for answer to said bill, or to so much thereof as it is advised it is material or necessary for it to answer. Answering says, it admits to be true the allegations in said bill contained, that the proceedings in said ^{hereinbefore} suit, should be rendered firm stable and binding, fully and effectually to all intents and purposes, and having answered it prays hence the dismissed with its costs in this behalf most unreasonably expended. Witness the signature of C. H. Hart Chairman &c under the seal of the Board of Supervisors of the County of Isle of Wight.

C. H. Hart, Chairman
of the Board of Supervisors
of Isle of Wight County Va

from others be believed to be true,
I have under my seal this 19th day of March 1892

Attest
Notary Public

St. Joseph County, Ark.

J. R. Boykin a Commissioner in Chancery for the
Circuit Court for the County aforesaid in the case of J. R.
Curtis vs. E. M. Ford & Co. where names of signed before.
For answer personally appeared before me in my said County and
made oath that the statements contained in said answer to for
as made before me heretofore are true to fact as made on
knowledge or information derived from others be believed to be
true, I have under my seal this 17th day of March 1892

J. R. Boykin Clerk in Chancery

Boykin. R. D.
vs. J. R. Curtis
Jordan Infants et al.

The answer of B. P.
Waller in his own right,
as surviving partner
of Waller & Jordan and
J. R. Boykin & Co. to the
Bill of Complaint
Filed March 17th 1892

him Creditor of the said Ellen or Jordan
non chalans, in the said petition men-
tioned, according to their priority, and the
residue of the proceeds of sale invested,
under the order of this court upon the
trusts of the will of Wth Jordan died. without
in any manner prejudicing or affecting.
The lien of the said deed of trust on the
residue of the property thereby conveyed;
and having answered this defendant
prays hence to be dismissed with his
costs in this behalf most unreasonably
expended.

R. P. Waller in his own
right as Surviving Partner
of Walter Jordan
and as Executor of

State of Virginia
Norfolk #

J. D. J. J. J.
City of Norfolk, Va.
J. D. J. J. J.

I J. D. J. J. J.

a Notary Public for the Corporation
aforesaid, do Certify that R. P. Waller
whose name is signed to the foregoing
answer, personally appeared before
me in my said Corporation and made
oath that the statements therein con-
tained, so far as made of his own know-
ledge are true and so far as made
on knowledge or information derived

a partnership asset of the late firm of
Walker and Jordan. The payments made
thereon. The death of the said W & Jordan.
The death and injury of the said P & E
Taymer. The qualification of the defen-
dant, ^{R. P. Walker} as the executor of the said P & Taymer.
The interest of the said Ellen W. Jordan now
chalmers, in the said bridge. The institution
of this suit. The sale of the said bridge to the
county aforesaid by proceedings had
therein. That prior to the said sale the
superstructure of the said bridge was
ruined and destroyed. And further
answering this defendant say. That they
have no positive information as to the
value of the said bridge and that their
only information as to said value, is
derived from the report of Commissioner
Jenn in this suit. Who reports that \$1200⁰⁰ is
the fair value thereof; and this defendant
submit this question to the court.

That should the said court confirm said
sale and direct a commissioner to exe-
cute a deed to the said County for the said
bridge free from the liens in said petition
mentioned, ^{for the claims, demands or equities of the said persons mentioned in said petition} then and in that event the
present interest of the said Ellen W.
Jordan now Chalmers, should be paid to the

Boykin. Son

v { In the Circuit Court of Isle of Wight County
^{Infants}
Jordan et als

The answer of R P Waller
in his own right, as surviving partner of
the late firm of Waller & Jordan and
as executor of S. Lozencee decd. to the
petition of the County of Isle of Wight filed
in said suit.

These defendants ^{giving} ~~noting~~ ^{pleading}
summons to answer said petition, and
saying and reserving all rights of excep-
tions to the many errors and imper-
fections therein contained, for answer
thereto, or to so much thereof, as they are
advised it is material or necessary
for them to answer, answering say:
That they admit to be true the allegations
of the said petition, as to the recovery
of the proceeds of the Farmers and
Merchants Savings Bank at Smithfield
& the said Ellen M Jordan. The execution
of the deed of trust in the said petition
mentioned by the said Ellen M Jordan
to secure the bond in said deed mentioned,
the assignment of the same ^{to J. B. Lozencee} as collateral
to secure the said note of R. P. Waller & J.
M Jordan payable to ^{said} S. T. Lozencee
That the said bond was a partnership

Boykin - Ken
P J Du Chay

Jordan Infants et al

The answer of
E M and L A Morrison

secured by said deed, as fully and effectually
to all intents and purposes as if the said
deeds, had not been conveyed by the said
deed of trust.

and having answered these defendants pray
hence to be dismissed with their costs in
this behalf most unreasonably expended.

E. M. Morrison

S. A. Morrison

I see of High County Dist.

J. R. E. Boykin a
Commissioner in Chancery for the Circuit Court
for the County aforesaid in the State of Virginia,
do certify that E. M. Morrison and S. A. Morrison
whose names are signed to the foregoing answer,
personally appeared before me in my said
County, and made oath that the statements
contained in said answer so far as made of
their own knowledge are true, and so far as
made on knowledge or information derived
from others they believe to be true.

Given under my hand this 17th day of March
1892.

R. E. Boykin

Comm in Chcy

That the interest and share of the said Ellen
McChalmers in the proceeds of sale, should
be applied in part payment and discharge of
the judgment aforesaid, and these defen-
dants consent that the same may be done,
without ascertaining the whole interest of the
said Ellen McChalmers formerly Jordan in the
estate of W. F. Jordan decd. and without present
further sale of the property and rights of property of
the said Ellen McChalmers formerly Jordan con-
veyed by said deed of trust, filed with the petitions
of the county of Decatur.

That the proceedings in said suit, heretofore
had, be ratified and confirmed and rendered
stable and binding, as fully and effectually, to
all intents and purposes, as if these defen-
dants had been made parties defendant to
said suit at the institution thereof, and further
answering These defendants say that the
application of the interest or share of the said
Ellen McChalmers formerly Jordan in part
payment and discharge of the said judgment
shall not in any manner affect or impair the
lien arising under and by virtue of the deed
of trust, filed with said petitions upon the
real estate of these defendants conveyed in and
by said deed, and that this said property
may be subject to the payment of ^{the} debt.

Boyle, Geo

V } In the Circuit Court of Dec of Mich county.

Jordan Defendants et als

The joint and several answers
of E. M. Morrison and J. A. his wife to the petition
of the county of Dec of Mich against them et als.

These defendants
having process to answer ^{notice of hearing and}
saying and preserving all rights of exception
to the many errors and imperfections in said
petition contained, for answer thereto or to
so much thereof as they are advised it is
material or necessary for them to answer
answering say,

That they admit to be true the
allegations in said petition contained.
And further answering these defendants say,
That the said bridge sold for a fair value
and at its full price, and for an amount
greater than would have been paid by any
one other than the county of Dec of Mich.

That a good and sufficient deed in fee
simple, should be executed and delivered
to the said county for the said bridge upon
the payment in full of the purchase price
thereof. ^{finally settling of said} ~~from the claim in said petition~~ ^{mentioned of said}
That the judgment of the said
Farmers and Merchants Savings Bank at
Smithfield is the first lien upon the interest
of the said Ellen M. Chalmers, formerly Jordan,
in the bridge aforesaid.

rights claims, demands and equities of these defendants

Boydell Esq
no 7 Du ches
Jordan dufant et al

The answer of
The Farmers Merchants
Savings Bank
Filed march 17th 1892.

payment and discharge of the payment aforesaid
and that the residue of the proceeds of sale
should be invested under the order of this
court upon the trusts of the will of H. F.
Jordan decd. And having answered this
defendant prays hence to be dismissed with
its costs in this behalf most unreason-
ably expended.

The Farmers Merchants Savings
Bank at Smithfield Va

By W D Folk Its Presd^t

Isle of Wight County Court.

J. R E Boykin a
commissioner in chie for the circuit
court for the county of Isle of Wight in
the state of Va, do certify that W D Folk Pres-
ident of the Farmers and ^{whose name is signed to the foregoing} merchants
savings Bank at Smithfield, personally
appeared before me in my said county and
made oath that the statements contained
in said answer, so far as made of his own
knowledge are true and so far as
made on knowledge or information derived
from others, he believes to be true.
Given under my hand this 17th day
of March 1892 - R E Boykin
Comm in chie

Boyle & Son

P } On the circuit court of Isle of Wight county
Jordan, ^{defendant} vs. ^{plaintiff} et al.

The answer of the Farmers
and Merchants Savings Bank at Smithfield Va.
to the petition in said court exhibited against
it and others.

^{maining process to answer said petition}
This defendant, saving and
reserving all rights of exception to the many
errors and imperfections in said petition
contained, for answer thereto or to so much
thereof as they are advised it is material
or necessary for them to answer, answering
say, that they admit to be true the allegations
in said petition contained.

And further answering This defendant
says, that as is alleged in the said petition,
the judgment of your complainant is the
first lien on the interest of the said Ellen
McChalmers formerly Jordan, in the said
bribs, and in the proceeds of the sale thereof.
That a ^{good & sufficient} deed should be executed to the said
County of Isle of Wight by some one appointed
a commissioner for that purpose, for the
bribs aforesaid for and clear of and from
all liability to the liens in said petition
^{and all claims demands & equities of the said Ellen McChalmers & all persons}
mentioned, that the interest of the said
Ellen McChalmers in the proceeds of sale
should be paid to this defendant in part

The undersigned defendants in this suit hereby certify the
 service of this summons by an officer and respectfully
 acknowledge service of the same. April 1889.

R. S. Chalmers
 Plaintiff and
 Defendant
 vs.
 C. C. Chalmers
 Defendant
 by R. S. Chalmers
 Plaintiff and
 Defendant
 by R. S. Chalmers
 Plaintiff and
 Defendant

Boykin W. E. godd.
 of Jordan's infant.

vs. Successors
 and Bill

Chalmers et al;
 et al.

To R. S. Chalmers, 1889.
 Sec. Ch. 3rd Monday,
 Boykin W. E.

We acknowledge the service of this process

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON *C. C. Chalmers, Ellen M. Chalmers, C. F. Day, E. Virginia Day, Mary W. Jordaw, Henry A. Jordaw, Julia M. Jordaw, Esther A. Jordaw, William F. Jordaw, Emily Virginia Jordaw, Fenton Garnett Jordaw, Davis W. Jordaw and Wm. Henry Jordaw the last named infants.*

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 ~~first~~ ^{third} Monday in *April* 1889, to answer *the Bill in chancery of R. E. Boykin guardian of Mary W. Jordaw and Henry A. Jordaw the infant orphans of William F. Jordaw deceased.*

Of a Plea of for \$ Damages And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Courthouse, the *10th* day of *April*, 1889, in the *113th* year of the Commonwealth.

N. P. Young clk.

Boykin gdw, r
m, $\frac{1}{3}$ in clay,
Jordan chd.

Marrugotins

Filed 25. May 1889

Boykin Esq
P J DuChay
Jordan et al

Interrogatory to be propounded to
Witnesses upon the taking of depositions before
SP young Commissioner on the 25th day of
May 1889. agreed upon by R B Boykin atty.
for plaintiff and adult defendants, and R S
Thomas ^{att. at law} guardian ad litem of infant defen-
dants

Interrogatory

State whether or not in your opinion the inter-
ests of the infant defendants will be best
promoted by a sale of the Bridge and its fran-
chises in the said bill mentioned at the sum
of \$12000⁰⁰ or by reimbursing the same, and if the
interests of any one will be injured by said
sale.

R B Boykin atty for
Pltf and adult defen-
dants

R. S. Thomas
Esq ad litem of infant
defendants.

mills R Minton W R Parker and V Batten
R A Edward, J O Thomas, C H Head, J M Ballard.
being duly sworn, depose and say in
answer to the above interrogatory,

We concur fully in the opinion of Mr A
Bunkley

M. R. Minton
W R Parker
V Batten
R. A. Edward
J O Thomas
C H Head
J M Ballard

Dee of Wight County, To wit:

I, A. O. Young, a Commissioner in
Chancery for the Circuit Court of the
County of Wight, in the State of Virginia
do certify that the foregoing depo-
sitions were taken and subscribed
before me, in my said County, on
the day and year mentioned in
the caption, in presence of the attornies.

Given under my hand the day
and year aforesaid.

A. O. Young Court,

The depositions of A. Bunkley, Mills
R. Minter, H. B. Parker, V. B. Patton, Ro. A.
Edwards, C. H. Hark, J. O. Thomas and Jas.
M. Ballard taken before H. P. Young a commissioner
in chancery of the Circuit Court of Bell of Wright
County, on the 25th day of May 1889, pursuant
to the annexed notice, and of interrogatories
filed by the guardian ad litem of the infant
defendants, to be read as evidence for the plaintiff
in a suit in chancery pending in said Court, in which
R. E. Boykin gds. of Mary W. Jordan & H. A. Jordan infants
and C. C. Chalmer & E. H. his wife; C. D. Day & wife; Mary
W. Jordan, Mary A. Jordan and others defendants
A. Bunkley being duly sworn deposes and
says in answer to the following interrogatory.

Interrogatory 1

State whether or not in your opinion the
interests of the infant defendants will be
best promoted by a sale of the Bridge and its
franchises in the said bill mentioned at
the sum of \$1200.00 or by rebuilding the
same if the interests of anyone will be injured by said sale.

A

I am well acquainted with the Bridge in
question, and am of the opinion that, the
interests of the infant defendants will be
largely promoted by a sale of the said Bridge
and its franchises at the sum of \$1200.00.
and that no one will be injured by said sale.

c. A. Bunkley

Baykiri gon

vs. 3 In Chy

Jordan's infants et al

Deposition of Witnesses

The foregoing deposition of witnesses
were duly taken down to and subscribed
by the witnesses at the time and place
herein mentioned

C. A. J. Young

Appt. Clerk

statements made in the foregoing
deposition of Geo. R. Atkinson

J. C. Goodrich

John Wilson being duly sworn
deposes and says that I fully concur
in the statements made in the
deposition of Geo. R. Atkinson

John Wilson

E. M. Todd being duly sworn deposes
and says. I fully concur in the
statements made in the deposition
of Geo. R. Atkinson.

E M Todd

James P. Andrews being duly sworn
deposes and says. I fully concur in
the statement made in the foregoing
deposition of Geo. R. Atkinson

J. P. Andrews

Wm. D. Folk being duly sworn
deposes and says that I fully concur
in the statements made in the fore-
going deposition of Geo. R. Atkinson

W D Folk

than would be paid therefore
by anyone other than the county
of Del. of Wight. That the said bridge
prior to the said sale had been
ruined by storm, was yielding no
revenue and I am informed that
the said infants Mary W. and
Mary L. Jordan had no funds
wherewith to repair the same; and
unless repaired ^{the} period prescribed
by law, the franchise would have
ceased and determined, and the land
annexed to said bridge, being but
one acre, would have become of
little value. That the rights of no
person was violated or injured by
the said sale, nor will be by the
ratification thereof

Geo. R. Atkinson

A. R. Whithead being duly sworn
deposes and says, I fully concur
in the statement made in the fore
going deposition of Geo. R. Atkinson
A. R. Whithead

J. C. Gardner being duly sworn
deposes and says, I fully concur in

Boydin ~~vs~~
vs.

Plff

Jordan infants et al

Defts.

The depositions of Geo. R. Atkinson and others taken before me in the town of Smithfield on the 3^d day of April 1892 at the office of R. E. Boydin.

Present R. E. Boydin, attorney for all parties except the county of Isle of Wight, H. S. Holland attorney for the county of Isle of Wight, and R. S. Thomas attorney guardian ad litem of infants defendants

Geo. R. Atkinson being duly sworn deposes and says as follows. I am well acquainted with the tall bridge in the bill and proceeding in this suit mentioned, known as the Wilson, Percie or H. F. Jordan Bridge. In my opinion the ^{satisfaction of the} sale of the said Bridge to the county of Isle of Wight at the sum of Twelve Hundred (\$1200⁰⁰) Dollars on the terms named in the proceedings in this cause will largely promote the interest of the infant defendants, the said property sold for its full value and for more

Jordan Hou
10 } *Dutisrofalones*

Jordan Infes

Boydin son
v } DuChay

Jordan et als

Interrogatories to be propounded to witnesses by
court Atkinson in taking account and making
enquiries directed by the decree in said cause
of April Term 1889

Interrogatory No 1

State whether or not the interest of the infant de-
fendants Mary H and Henry L Jordan would be
promoted by a sale of the Bridge and franchises in
the line mentioned

- 2 Whether the interest of the said defendants would be
best promoted by a sale of said Bridge or by
rebuilding the same.
- 3 What amt is necessary to rebuild said Bridge
and repair the causeway thereof.
- 5 What will be the annual cost of keeping said
Bridge and Causeway in repair

We agree to the above interrogatories.

R. Boydin atty for Pet
and def

R. S. Thomas Guardian ad
Litem to Infant Defendants

opinion That the said bridge can be built and the
causeway repaired for \$1500⁰⁰.

Interrog 4

A

It will cost annually about \$100⁰⁰ to keep the said
bridge in repair for the first ten years next
ensuing its rebuilding, at the expiration of that
time it will require from three to six hundred
dollars, to repair same, for the ten years thereafter
\$100⁰⁰ a year would keep same in repair; a
new bridge would then have to be built,
and further this deponent says to wit

H. F. Helms

Smithfield

I sh of Wjht County Dist.

J. Geo R Atkinson a
commissioner in chancery for the circuit court
for the county aforesaid in the state of Virginia,
do certify that the foregoing depositions were
taken before me at time and place in pur-
suance of the notice and in answer to the inter-
rogatories in the caption mentioned.

GIVEN under my hand this 8th day of
May 1889.

J. Geo R Atkinson

com in chg

The deposition of A F Keams. Taken before
me Geo B Atkinson a Commissioner of the Circuit
upon the annexed interrogatories at my office in the town of Smithfield on the 17th day of May 1889.
Court of the County of Isle of Wight, to be read as evi-
dence in a certain suit in chancery in said Court
depending wherein R B Boykin guardian of Mary
H and Harry L Jordan is plaintiff and the said
Mary H and Harry L Jordan et als are defen-
dants.

A F Keams being duly sworn deposes and says
in answer to the said interrogatories

Interrogatory 1

A

If I am correctly informed it is absolutely necessary
that the Bridge in question should be sold or
rebuilt to prevent the franchise from being forfeited.

Interrogatory 2

A

I think that the interests of the infants Mary H and
Harry L Jordan would be best promoted by rebuilding
said bridge. If used as a toll bridge I think
it would yield annually some six or seven hun-
dred dollars. The county has been paying
annually the sum of \$425⁰⁰ for use of same.

Interrogatory 3

A

I am a mechanic and have built several bridges,
The one in question among others, I am of the

Waller and D. W. Jordan the sum of \$3600⁰⁰
Teste, A. P. Young clk.

A. Deed of trust from Ellen M. Jordan
E. M. Morrison, Sarah A. Morrison
and E. M. Todd to E. M. Todd trustee
dated 21st day of July 1884 and recorded
22nd day of July 1884 in D. B. 47 pg. 75
conveying first, lots 5, 4, and part no. 3 and
lot no. 71 in Smithfield. (2) the store house
and lot formerly W. H. Jordan being
the said lot no. 71 (3) the lot formerly
known as the Archibald Schenck
lot, known on the plat of said town as
No. 57 & 58 fronting on main street
and running back to the creek, (4) the
bridge known as the Willis Wilson or
Purdie Bridge together with its conveyance
appurtenances and one acre of ground
attached thereto conveyed by J. P. Jordan
to the said W. H. Jordan on June 5th 1895
by duly duly recorded in the clerk's
office of Isle of Wight County in
D. B. 413 pg. 495. (5) the tract of
land whereof W. H. Jordan did seized
and possessed in Isle of Wight County
in Red Point adjoining the lands of
Willis Wilson W. H. Jordan now the James
tract less that portion sold by Mary
D. Jordan to Horace Vandewater con-
taining 267 1/2 acres &c, lot number
56 owned by Sarah A. Morrison wife of
E. M. Morrison, a tract of land in Red Point
containing 85 acres owned by the said Sarah
A. Morrison. In trust to secure to R. P.

The acknowledgments are solicited to take
the million depredations and account.

Redeem all for
plaintiffs and adult
defendants

R. S. Thomas

Edward Lewis & all for infant defendants

Baykin Sundin

no

James P. Cole.

Supplemental Report
of
James P. Cole
in evidence of April Term 1889

day of May 1889 that, from our past experience, we have,
the interests of the said infants would be best promoted by
redeeming the said Bridge and offering it as a loan for such
sum as that he had not believed that an adequate price could be
obtained for said Bridge and the proceeds thereof. Since the
date of said report your own opinion is improved and
so reports that the majority of the of Weight Thoroughly the
Board of Supervisors is willing and has offered to pay the
sum of \$1200. for the same. On the date of this report in-
deed has been presented before our own commissioners and de-
terminations of value has been taken, and which are herewith submitted,
and your commission now reports that it will be in the
interest of the said infants to sell the said Bridge and from
there at the price of \$1200. It is deemed to be a fair price
and is one that could be obtained from any private individual.
It is hazardous and precarious property liable to destruction
by storms and to damage by rapids passing through the
river arch.

Given under my hand as a commissioner in charge of the
said court the day and year first aforesaid

Geo R. Johnson Commissioner

Per J. J. J.

James P. Frazier being duly sworn depose and say that
in view of the above testimony ~~that~~ ~~he~~ ~~is~~ ~~not~~ ~~in~~ ~~the~~ ~~possession~~ ~~of~~ ~~the~~ ~~said~~ ~~bridge~~ ~~and~~ ~~its~~ ~~franchise~~ ~~and~~ ~~its~~ ~~rights~~
he fully concurs in the opinion of John G. Winkle,
and states further that several years ago he has sold to him
the said bridge and other premises, but the said John G. Winkle
of record and double the value of it, he wants
that now more it of he would buy it for \$500.

J. P. Frazier;

The above depositions of John G. Winkle and James P. Frazier
were taken and subscribed before me in my office
on the day and year mentioned in the caption.
I am under no oath as a commissioner in this case, of
the said court the day and year aforesaid.

Geo. R. Williams, Clerk

Common Pleas Office

Smithfield May 27th 1889.

To the Circuit Court of State of West Virginia.

The undersigned a common farmer in the county of the said court
who was directed by a decree of April 8th 1889 rendered in
the said Circuit Court and any therein between R. E. Byrd and
guardian of Henry W. Fodum and Harry L. Fodum plaintiffs
and Elizabeth Ann and Ellen M. his wife and others defendants
to enquire and report to court whether or not the interests
of the infant defendants Henry W. and H. L. Fodum will be
promoted by a sale of the Bridge and its franchise in the hills
mentioned, or by retaining the same, and if the interests of
any one will be injured by said sale, made report that the

The depositions of John G Wamble and James P Andrews
taken before George R Dickinson a commissioner in chancery of
the Circuit Court of Holt of Wight county on the 27th day of May
1884 upon interrogatories agreed upon by the parties and taken
of the infant defendants to be reviewed and acted upon the plain-
tiff in a suit in chancery pending in said court in which
R E Boykin guardian of Mary W Jordan and H L Jordan is
plaintiff and John G Wamble and Ellen W his wife G R Wemy and
wife, Mary W Jordan Henry L Jordan and others are defendants.

John G Wamble being duly sworn deposes and says.

Interrogatory!

State whether or not in your opinion the interests of the infant
defendants will be best promoted by a sale of the Bridge and
its franchise in the said bill mentioned at the sum of \$1200.
or by retaining the same, and if the interest of any one will
be injured by said sale? and what are your reasons therefor.

Answer

I am well acquainted with the said bridge and can of the
opinion that the interests of the said infants will be promoted
by a sale of the said Bridge and its franchise at the
sum of \$1200. There is a great deal of risk to said Bridge
it being a ^{it being a structure of} frame bridge and the cost is not known
exactly while the risk, and it is not likely there is
any chance of the cost being increased. It is not fit
property to be held by infants as it needs the attention of
an active business man. and I do not think that
the interest of any one could be injured by said sale, and
for these reasons I recommend a sale.

John G Wamble

Baykin Mission to
as

James O. Hays

Report of
Commissioner of Indian Affairs
under of White Iron 1889

Putting the rent at \$500 in 20 years it would be \$10,000, from which
deduct the expenses of said lease \$650. From this deduct
\$1500 and its interest say \$3300 there is left \$3250, the present
value of which is \$1477.82, and which is the value of the farm
since on this basis your commission is satisfied that it
would not sell for more than \$2000 in 1900, the last time it
was sold at public auction it brought about \$600.

Your commission was further advised that while the Legislature has not
specifically granted to courts of equity the power to mortgage infants
lands, though it may be to their interest, it nevertheless seems that
the grant of the power to sell infants lands when to their interest
comes with the life power to mortgage. If a court of equity in such
a case, has the right to sell a part of an infants land for the purpose
of the remainder, why should it not mortgage, that is make it liable
to be sold, for the improvement of another ^{or portions} portion, and especially when
the rents of the improved portion is also pledged for the pay-
ment of the debt. If there should be a foreclosure of the mort-
gage and a portion of the land had to be sold to pay the money bor-
rowed, it would be the same that the court had a right to do
in the first instance, to sell a portion of the land for the
improvement of the remainder.

Notice of the time and place of making the said expenses
was given by the said parties and service of the same
is duly acknowledged by the respondent and by the guardian
ad litem of the infant defendants.

There is under my hand as a commission in testimony of the
said court the day and year first above said

Geo B. Hutton

Comes Sec \$10-

Common Pleas Office
Smithfield May 11th 1889

To the Circuit Court of Isle of Wight County

Pursuant to a decree of the said court rendered at the June Term 1889 in a suit in chancery pending therein between R. E. Boykin guardian of Mary W. Jordan and Harry L. Jordan in joint coparceners of William L. Jordan deceased plaintiff and Mary W. Jordan and others, defendants, the undersigned, a commissioner in chancery of the said court who was directed by the said decree to enquire 1st Whether the interests of the infant defendants Mr. W. and Harry L. Jordan would be promoted by a sale of the bridge in the proceedings mentioned with its franchise, or by borrowing a sufficient sum to rebuild said bridge and charging the said estate in the bill mentioned with the payment of the same; whether the latter can be legally done, which would best promote the interests of said infants, and whether the rights of any person would be violated thereby, 2nd What amount is necessary to rebuild said bridge and repair the causeway thereof, reports to court that he is of opinion that the interests of the said infants will be best promoted by borrowing money and charging the said estate and the annual rent of said bridge ^{and that the rights of no person will be violated thereby,} with the payment of the same than to sell the bridge, the evidence produced before your commission shows that said bridge and causeway can be rebuilt for a sum not exceeding \$1500. The same can be kept in repair for 10 years at an annual cost of \$100. Thus this would have to be an expenditure for repairs of from \$300 to \$600. say \$450. Then an annual cost for repairs of \$100 for 10 years when it would have to be rebuilt. The cost of repairs for 20 years would be \$2450 to which add \$50 ^{per year} for attendance on the bridge. ~~making a total of~~ ^{the whole cost would be} \$3450. The bridge has been sinking, for \$625 per year but I am satisfied the rent would be increased to \$500. If not rebuilt and bills were collected they would probably be between \$600 and \$700.

Bayhū gdn
vs, {

Jordan infants etc

Report of N. F. Young
Sple Com^r under dec^r
of April 30th 1892

"

Typed May 3^d 1892

Teste, N. F. Young a

the interest of the infant defendants
and that the rights of no persons
will be violated thereby

2^d That the lien of the judgment of the
Farmers and Merchants Saving Bank of
Smithfield on the said toll bridge &c
is the first lien thereon, having priority
over all other liens.

All of which is respectfully sub-
mitted.

A. F. Young
Spl. Commr

Office of R. E. Boykin
Smithfield Va. May 3^d 1892
Boykin gon

vs. {
Jordan infants et al

Your Commissioner (the parties duly acknowledging service of notice of the time and place of executing the decree made in the above entitled cause on the 30th day of April 1892) proceeded at the said office on the 3^d day of May 1892 to perform the duties required of him by the said decree. In making the inquest therein directed he examined under oath W. R. Atkinson, A. R. Whitcomb, J. C. Goodrich, John Wilson, E. M. Todd, and W. D. Folk in the presence of R. S. Thomas gon and litern of the Infant Defendants. The deposition of witnesses and the notice aforesaid are returned with this report. And from the evidence there furnished ~~of~~ your Commissioner reports to court ^{that} that the said toll bridge &c. sold for its full value, that a ratification of the sale of the said bridge &c. to the County of Isle of Wight at the sum of Twelve Hundred Dollars, and on the terms named in the proceeding in this cause would largely promote the

Boykin gd.,
m. E. Inckey,
Clearance & upstals.
Bill of costs,
—

Boykin gdw: of Jordan
n. 3 In Chf.

Chalmers wife Jordan et al.
Bill of costs.

Atto. fee including \$150.00
by decree of court } 100. 50

Clerk's fees 20. 80

Commr. Atkinson 17. 50

Commr. (Chf.) A. P. Young 3. 75

Total to be: of May 10/92 = \$ 208. 55
Teste,

A. P. Young clk

Boykin Hou
W J Du chey
Jordan's Dufcs

Comp Boykin's Report
of collection & distribution

May 16, 1892

Statement of distribution of distribution of the proceeds of sale of the N. F. Jordan bridge made by R. E. Boykin Comr in the suit of Boykin Comr vs Jordan

By amt of purchase price	1200 00
" interest	216 00
To attys fee account with R. E. Boykin atty	166 50
" Clerks fees paid W. T. Young by N. F. Young	20 80
" Comr R. E. Atkinson Com R. E. Atkinson	17 50
" Special Comr N. F. Young (N. F. Young)	3 75
" Comr on \$200 @ 5% by R. E. Boykin Comr	10 00
" do on \$116 @ 2% by R. E. Boykin "	22 32
" amt for certifying accounts by R. E. Boykin	5 25
" due to purchase " R. E. Boykin	5 00
" amt to R. E.	1159 88
	<u>\$1416 00 \$1416 00</u>

By amt in hands for distribution	1159 88
To Mary N. Jordan 1/3 paid Mary N. Jordan	386 62 2/3
" for Trustees of Farmers Merchants Savings Bank Trustee of Ellen M. Chambers 1/3 for Farmers Merchants Savings Bank	386 62 2/3
" share of Harry Jordan retained by order of Court 1/3	386 62 2/3
	<u>\$1159 88 \$1159 88</u>

386 62 2/3
344 75
\$411 87 2/3

Boyd's gdes.
vs. $\frac{2}{3}$ Dr Chap.
Jordan et al.

Copy decreet. of
May 16. 1897.

where the payment for the property, there
by conveyed, shall have been made to
State,

Chas. D. Spruce, att.

shall not execute the decree until he shall have entered into a bond in the clerk's office of this court, with good personal security in the penalty of twenty four hundred dollars conditions for the faithful performance of this or any future decree herein, and the commissioner shall make report to court of his proceedings under this decree.

Acopy.

Teste, N. P. Young clk.

Costs to decree of May 10. 1892.

Atto. fees & tax, including \$100.00	
allowed self. atto. by the Court	\$ 100.00
Clerk's fees	20.80
Commr. Atkinson's fee	17.50
Spec. Commr. N. P. Young "	3.75
Total	\$ 208.55

I, N. P. Young, Clerk of the Circuit Court of the County of Isle of Wight, certify that the bond required to be given by R. E. Boykin special commissioner under the foregoing decree, has been given with security deemed by me sufficient.

And I further certify that the deed required by said decree to be executed to the County of Isle of Wight, has been duly executed by R. E. Boykin Commissioner, and duly acknowledged & certified and is in my hands as an escrow, to be delivered to the proper authorities of said County.

upon the payment thereof, to execute and deliver to the County of Alle of Wight through its Board of Supervisors a good & sufficient deed in fee simple, with special warranty for that certain bridge and its franchises, easements, rights, privileges and easements, and one acre of land thereto belonging of which M. F. Jordan did seized and possessed in said County of Alle of Wight near the town of Smithfield known indifferently as the "Wilson" "Purdie" or "Jordan" bridge in the bill and proceedings of this suit, and the court doth further adjudge order and decree that said special commissioners shall pay out of the said funds the costs of this suit including a fee of \$150 to R. E. Boykin for his services as attorney in this cause & distribute the residue of the proceeds of such collection as follows: One third to M. P. Young, George R. Atkinson, R. E. Boykin & George P. Folk Trustee of the Farmers & Merchants Savings Bank late of Smithfield Va. in part payment of the judgment in favor of said bank against the said Ellen M. Chalmer, formerly Jordan, which is reported in this cause as a lien of first dignity on said property or on the interest of Ellen M. Chalmer in the same, and one third to Mary M. Jordan, and the remaining one third thereof he will hold until the further order of the court taking the receipts of the parties or their attorneys for said payments and returning the same to court with a report of his proceedings hereunder. But the said ^{special} Commissioners

In the Circuit Court of Isle of Wight County
the 16th day of May 1897.

Boyd's guardian &c. vs. Plff;
(Against) Z. D. Chas.
Mary W. Jordan et als. Defts.

This cause came on this day again
to be heard on the papers formerly
read, and on the report of Commissioner
N. F. Young, filed in this cause on
the 10th day of May 1897, and on notice
to adverse parties pursuant to Section
3426, Code of Va. and was argued by coun-
sel; on consideration whereof, the Court
confirming said report of N. F. Young
to which no exceptions have been filed, doth
adjudge order and decree that the sale heretofore
made to the County of Isle of Wight of the toll
bridge, its appurtenances &c. near the town of
Smithfield, of which H. F. Jordan did seize
and possess, together with one acre of land
thence attached be ratified and confirmed, and
that the said sale with the other proceedings
heretofore had in this cause, be ratified, confirmed
rendered stable and binding. And the court
doth further adjudge, order and decree that
A. E. Boykin who has ^{been} heretofore appointed
a special Commissioner in this cause do
proceed to collect and receive of and from the
County of Isle of Wight the sum of Twelve Hundred
Dollars with interest thereon from the 3^d day
of June 1889 until payment, it being the
purchase price of the said bridge &c. and

Boykin Esq

W } In the Circuit Court of the County of Decatur
Jordan Infants et al

The Report of R.E. Boykin Specie comes under the annexed decree herein of May 16th 1892.

Your Court Reports to Court that in pursuance of the said decree he collected from the County of Decatur the sum of \$1416.⁰⁰ being in full of the purchase price of the M.F. Jordan Bridge in the River and proceedings of this suit mentioned, together with all interest due thereon, and thereupon he executed and delivered to the said County a good and sufficient deed in fee simple with specie warranty for the bridge above said. That after paying the unpaid costs of this suit, your Court paid to Mary W Jordan 1/3 of the proceeds of such collection, and to R.E. Boykin atty for the Executors of the Farmers and Merchants Savings Bank as Smith filed 1/3 of the same, to wit \$386.²²/₃. That there remains in the hands of your Court the remaining 1/3 of the proceeds of said collection to wit, the sum of \$386.²²/₃, being the share of the infant Harry W Jordan therein. The receipts of the parties and a statement of said distribution is herewith returned. All of which is respectfully submitted.

R.E. Boykin
Specie Court

Jordan's Guardian

Jordan, Infant et al

We ^{ask for} ~~consent~~ to this
decree

Mary H. Mauvey
in my own right and
as Guardian of Harry
L. Jordan.

Ellen M. Chalmers.

R. E. Boykin. aty for
other abs?

Enter this

@ 1172

Feb 11, 1893

Feb 15th 1893 Received

& Entered of record

Test M. P. Gorman 900.

Dear Mr Boykin

Please see that
the Guardian has
given the proper
bond before enter-
ing the decree -
Yrs. very
C. H. Mauvey

approved February 20 1892. and entitled
"An Act to provide for the settlement of the
public debt of Virginia." and ~~and~~ report
to the Court, which bond she will hold
as real estate, and not personally.
and subject to the same terms and con-
ditions imposed by the will of the late
Mrs. J. Jordan, upon the real estate,
known as the Quigge property, from the
sale of which the fund herein directed
to be invested was derived.
And she will report her action here-
under to a future term of this Court.

Corrected
Feb 11th 1893

Jordan's Guardian.

vs.

Jordan, Infants et als.

} In Chancery.

In The Circuit Court for Isle of Wight
County.

This cause came on this day to be again heard
upon the papers formerly read, and was argued
by counsel

And it appearing to the Court that there is
now in the hands of R. E. Beykin, special
commissioner herein, the sum of Three hun-
dred and eighty-six Dollars and sixty-six and
two thirds cents, being the share of Harry L. Jordan,
an infant, in the fund arising from the sale of
the Bridge property in the proceedings mentioned
And it also appearing to the Court that his
Guardian who has duly qualified is Mary M.
Maury, who was Mary M. Jordan, before her
marriage.

On her motion, and by consent of parties the Court
doth adjudge, order, and decree, that R. E. Beykin
do pay the said sum of Three hundred and eighty-
six Dollars and sixty-six and two thirds cents
or to her counsel, Maury & Maury
to her, for and on behalf of her said ward, to be
invested by her in a Bond of the State of Virginia
issued under an Act of the General Assembly

Special Comr.

returned. All of which is respectfully submitted.

The receipt of the said gdn for the said payment is herewith

\$300.00 \$300.00

To amt paid gdn

300.00

at 4% amt allowed by bank.

10.31

" Int from June 21st 98 to Feby 21st 99

by amt of principal in the hands of Comr

380.00

Your said Commissioner's report, Statement

-eds of the sale of the W. P. Jordan, bridge in the hands of

being the sum of the said infant, Harry L Jordan, in the proce

undred and Ninety Six Dollars and Ninety Eight Cents, (\$300.98

-12, Guardian of the infant Harry L Jordan, the sum of three

that in obedience to the said decree, he paid to Mrs Mary W Man

under, the decree therein of Feby the 1893, reports to court.

Vs. In Chey.

Jordan Infants

Comr Boykin's Report

Payment to infants gdn

The undersigned, R. F. Boykin, Special Comr

Jordan Infants, et als.

As. In the Circuit Court of the County of Isle of Wight.

Jordan gdn.

Jordan Gdn.

Vs. In the Circuit Court of the County of Isle of Wight.

Jordan Infants, et als.

The undersigned, R.E. Boykin, Special Comr under the decree herein of Feby the 1893, reports to court, that in obedience to the said decree, he paid to Mrs Mary W Mau-ry, guardian of the infant Harry L Jordan, the sum of Three Hundred and Ninety Six Dollars and Ninety Eight Cents, (\$396.98) being the share of the said infant, Harry L Jordan, in the proceeds of the sale of the W F Jordan, bridge in the hands of your said Commissioner; as per , Statement.

By amt of principal in the hands of Comr 386.67

" int from June 21st 92 to Feby 21st 93

at 4% amt allowed by Bank. 10.31

To amt paid Gdn

386.98

) \$396.98 \$396.98

The receipt of the said Gdn for the said payment is herewith returned. All of which is respectfully submitted.

Special Comr.

Jordan's Guardian
vs
Jordan Infants

Receipt to Commissioner
R. E. Beykin of Mary H.
Maury [who was Mary H.
Jordan] as Guardian of
Harry L. Jordan, an Infant.

Feb 21, 1893

Richmond, Va.

Feby. 21, 1893

Received of R. E. Beykin, Commissioner in the suit of Jordan's Guardian vs. Jordan, Infants, in the Circuit Court of Isle of Wight County, Three Hundred and Ninety-Six Dollars and ninety eight cents [\$396.98] being the share of Harry L. Jordan, an Infant, in the proceeds of sale, of the W. F. Jordan bridge, in the hands of said Beykin as Commissioner in the above entitled suit.

Principal

\$ 386.67

Int. [4% allowed by Bank] fr. Jun. 21/92 to Feb. 21/93. 10.31

\$ 396.98

Mary H. Maury
Guardian of Harry L. Jordan, an Infant.

Jordan's Guardian
vs. } In Chancery
Vacation.
Jordan Infants et als.

Report of
Mary W. Maury
Guardian
Harry L. Jordan
an Infant
//

Filed April 14th
1894.

In the Circuit Court of Isle of Wight County
Jordan's Guardian
v.
Jordan Infants et al } In Vacation.

The report of Mary W. Maury, Guardian of Harry L. Jordan, who is an infant, under the age of twenty-one years sheweth unto Your Honour, as required by a former order of this Court in this cause entered in vacation on the 15th day of February, 1893, of her transactions as Guardian of said Harry L. Jordan, in the investment, as ordered by the decree aforesaid, of the proceeds of the sale of said infant's share in certain lands heretofore described in these proceedings, into the Bonds of the State of Virginia, commonly known as Century Bonds, which were issued under an Act of the General Assembly February 20th 1892, and entitled "An Act to provide for the settlement of the public debt of Virginia &c".

Respectfully Submitted

Mary W. Maury

Guardian of Harry L.
Jordan.

by

Maury & Maury
Counsel.

Mary H. Maury Guardian
in account with

1893

debit

Harry L. Jordan

July 20 To Check received of R. E. Boykin
 Special Commissioner, being
 share of Harry L. Jordan in
 the proceeds of the sale of
 H. J. Jordan's Bridge

Principal \$386.67

Interest [4% allowed by
 bank] from June 21/92 to July 21/93 10.31
 \$396.98

Less amount of attorneys fee 10.00

\$386.98

Oct: 14 " Interest on \$386.98 [4% allowed
 by bank] from July 23/93 to
 Oct: 14/93.

1013

Credit

July 21 By Collection charges of bank
 for collecting R. E. Boykin's
 check \$386.67

75

Oct: 27 " Purchase of \$700.⁰⁰ of Virginia
 2/3 percent Century Bonds
 @ 52 1/4 \$365.75

Fee for registering one

\$500.⁰⁰ 2 2/3 % Bond in =

= cluded in above \$700.⁰⁰ purchase .50

366.25

" 27 " Cash, balance in hands of
 Mary H. Maury Guardian

3011

\$39711 \$39711

1893

Oct: 27 To Balance in hands of Mary H.
 Maury Guardian

\$3011

Jordan's Guardian.
vs. } In Chancery
In Vacation.
Jordan Infants and others.

Order confirming report
of Mary W. Mawry Jory
Harry L. Jordan.

Read and entered of record this
14th day of April 1894

To be entered
C M St

July 15, 1894

In The Circuit Court of Isle of Wight County.
Jordan's Guardian
vs. } In Vacation.
Jordan Infants et als.

This cause came on this day to be again heard upon the papers formerly read, and upon the report of Mary W. Maury Guardian for Harry L. Jordan, an infant under the age of twenty-one years of her transactions as Guardian of Harry L. Jordan, in the investment, as ordered by the decree of this Court in this cause entered in vacation on the 15th day of February, 1893. of the proceeds of the sale of the said infant's share in certain lands belonging to the estate of W. F. Jordan, which are more particularly described in certain other papers in this cause, and was argued by counsel.

Whereupon, it appearing to the Court that the investment as ordered to be made by its decree aforesaid of February 1893, has been properly made, and there being no objection to the said report of Mary W. Maury Guardian, the same is ordered to be confirmed.

C. M. Hill
July 15th 1894

FRED. W. SCOTT.

CHARLES S. STRINGFELLOW, JR.

ACCOUNT CURRENT.Richmond, Va. Oct 27 1893

Mrs Maury M Maury Guardian
H. L. Jordan
 IN ACCOUNT WITH SCOTT & STRINGFELLOW,

1112 EAST MAIN STREET.

1893

Dr.

Cr.

Oct	14	By check from Richmond Maury	397 11	
Oct	16	To 700 @ $2\frac{2}{3}\%$ - $52\frac{1}{4}$	365 75	
		fee for Registering 500		
		$2\frac{2}{3}\%$	50	
	27	" check to her.	308 6	397 11

P.O. Box 245
Richmond, Va.
Apr. 13 1894.

Mr. N. P. Young.
Clerk Cir. Ct.
Isle of Wight Co.
Isle of Wight, Va.

Dear Sir,

I shall be greatly

obliged to you if you will kindly enter the
enclosed order in the suit of Jordan's
Guardian v. Jordan, and will record the
report herewith of Mary W. Maury & Du.

Kindly send me a

memo. of your fee, & I shall remit you
a cheque at once.

Yours Very Truly,

M. F. Maury

Counsel for

Mary W. Maury

& Du. H. L. Jordan.

COL. RICHARD L. MAURY.

M. F. MAURY,

B. L. UNIV. VA.

Residence—316 E. FRANKLIN STREET.

MAURY & MAURY,
COUNSELLORS AT LAW & NOTARIES PUBLIC,
No. 1015 MAIN STREET,
RICHMOND, VA.

Cable Address—"HUGUENOT."

REFER TO THE STATE BANK OF VIRGINIA.

COL. RICHARD L. MAURY,
M. F. MAURY,
B. L. UNIV. VA.

MAURY & MAURY,
COUNSELLORS AT LAW,
1015 MAIN STREET, RICHMOND, VA.

RESIDENCE, 318 E. FRANKLIN ST.
CABLE ADDRESS, "HUGUENOT."
REFERENCE, STATE BANK OF VA.

Mr. Richmond Maury.

c/o Messrs. Richmond Maury & Co. *Feb'y 20* 1893
City.

Dear Sir:

Your favor of the inst. has been duly received with
contents as stated, and will have our best attention.
~~We are pleased to be able to report to you~~
that we have just received cheques from R. E. Bey-
kin for share of Harry L. Jordan in the proceeds of
sale of the H. F. Jordan bridge.

Principal

\$ 386.67

Int. [4% allowed by Bank] from

Jan. 21/92 to Feb'y. 21/93.

$\frac{10.31}{\$396.98}$

Deduct our Fee.

10.00

$\$386.98$

Please find herewith our Mr. Matthew F. Maury's
cheque # 161, this date, on the Citizens Bank
of Richmond, to the order of Mary H. Maury, Guard-
ian Harry L. Jordan for the proceeds, say \$386.98.

Enclosed also find a proper receipt for
Mrs. Maury to execute to R. E. Beykin, as Commr.
to be filed in the papers in the cause with his re-
port.

Very truly yours,

Enclosures

Maury & Maury.

Lehmon, Va.

Mr. N. P. Young.
Clerk Air. Ct. Isle of Wight Co.
Isle of Wight.

V^a/₄.



Boykin Con
2 } Orcher.

Jordan et al

Rough Draft

April 23^d 1889

John Entwistle

C. W. H. H.

Entwistle #18

shall make and report to court, with any matter
especially and deemed pertinent by himself or be-
quint by the parties the records, and by consent
of parties entered in open court it is
ordered that this be made a public
case the further proceeds with in
vacation

Boykin Con

17 } In the Circuit Court of the County of Orange.

Jordan et al

This cause came on this day to be heard by consent of parties on the complainants Bill with exhibits filed. The answers of C C Chalmers, Ellen M Chalmers, L F Day, & Virginia Day adult defendants. The answers of Mary W Jordan, Lucy M Jordan, Esther A Jordan, infants over the age of fourteen years, and the answers of Mary W Jordan, Henry L Jordan, Lucy M Jordan, Esther A Jordan, William F Jordan, Emily Virginia Jordan, Fenton Earnest Jordan, Wm W Jordan and Wm Henry Jordan infants under the age of twenty one years, by R F Thomas their guardian ad litem. ^{this day appointed by court} This day filed by leave of court, with general replication thereto and was argued by counsel, on consideration whereof the court doth approve, order and decree that a commissioner of this court, inquire and report to court.

Find. Whether the interests of the infant defendants Mary W and Henry L Jordan would be promoted by a sale of the said Bridge with its franchises, or by borrowing a sufficient sum to rebuild said bridge and charging the real estate in the bill mentioned with the payment of the same, whether the latter can be legally done, which would best promote the interests of the said infants and whether the rights of ^{any person will be violated thereby} what amount is necessary to rebuild said bridge and repair the same way thereof, which enquires the said commissioner

James

Boykin gdw. 8th
w. $\frac{3}{8}$ In Clay,
Jordan et al.

Copy drawn of
apt. term 1889.

this day appointed by court, this day filed
by leave of court, with general replication
thereto, and was argued by counsel,
on consideration whereof the court doth
adjudge order and decree, that a com-
missioner of this court enquire and
report to court.

First whether the intent of the infant defendants
M. W. and Harry L. Jordan would be
promoted by a sale of the said bridge
with its franchise or by borrowing
a sufficient sum to rebuild said
bridge and charging the real estate in
the bill mentioned with the payment of
the same, whether the latter can be legally
done, which would best promote the interest
of the said infants, and whether the rights
of any person will be violated thereby.

Second What amount is necessary to rebuild
said bridge, and repair the same way
thereof, which enquire the said commis-
sioner shall make and report to court,
with any matter specially stated, deemed
pertinent by himself or required by the parties
to be so stated. And by consent of parties
entered in open court it is ordered that this
be made a vacation cause to be further proceeded
with in vacation.

A copy Teste, A. P. Young clk

In the circuit court of Ischof Wight county
April term 1889.

A. E. Baykin guardian of Mary W. Jordan
and Harry L. Jordan the infant orphans
of William J. Jordan deceased

Pltf

vs. $\frac{3}{4}$ In Chf.

C. C. Chalmers, Ellen M. Chalmers,
C. J. Day, E. Virginia Day, Mary W.
Jordan, Henry L. Jordan, Luly M. Jordan,
Esther A. Jordan, William J. Jordan, Emily
Virginia, Denton Garnett Jordan, Davis W.
Jordan and Wm Henry Jordan, the last
nine infants

Defts.

This cause came on this day to be
heard by counsel of parties on the com-
plaints bill, with exhibits filed, the answer
of C. C. Chalmers, Ellen M. Chalmers, C.
J. Day, E. Virginia Day, adult defendants,
the answer of Mary W. Jordan, Luly
M. Jordan, Esther A. Jordan infants
over the age of fourteen years, and
the answer of Mary W. Jordan, Harry
L. Jordan, Luly M. Jordan, Esther A.
Jordan, William J. Jordan, Emily Virginia
Jordan, Denton Garnett Jordan, Davis W.
Jordan, and Wm Henry Jordan infants
under the age of twenty one year, by
A. S. Thomas their guardian ad litem

Boydin son

or } on che

Jordan was

Rough Wren

Entered in vacation

May 30th 1889.

C. W. Allen

Received & returned

17. June 1889.

J. P. H. Allen

purchase money. But the said commissioner shall not execute this decree, until he shall have entered into a bond in the clerk's office of this court, with good personal security in the penalty of Twenty Four Hundred Dollars, conditioned for the faithful performance of this or any future decree herein.

And the said commissioner shall make report to court of his proceedings under this decree.

Boykin vs

Jordan et al

This cause came on this day to be again heard upon the papers formerly read, and upon the report given of Court Atkinson this day filed by leave of Court, and was argued by counsel; on consideration whereof the court confirming said report to which no exceptions have been filed, and it appearing therefrom that the Board of Supervisors of the County of Isle of Wight desire to purchase the Bridge and franchises in the proceedings of this suit mentioned, at the sum of \$12000, a greater amount than can be obtained at a public sale, doth adopt order and decree that R. A. Boykin, who is hereby appointed a commissioner for that purpose, upon the payment of the costs of suit and sale, and one fourth of the residue of said sum of \$12000, and on the execution by said county or some person in their stead, with good personal security of three several bonds for equal amounts for the residue of the said sum of \$12000, payable respectively in one two and three years after date with interest from date, execute and deliver to the said county a deed for said Bridge and franchises, ^{together with one acre of land more or less thereto attached} with special warranty, reserving in said deed a vendors lien, for the unpaid

Bayham & Co. estate
vs. J. In. Chy.
Jordan infant estate

May 28th 1890

To be entered

~~C. H. H.~~
C. H. H.

Boykin gon state

Pff.

vs.

Jordan infant. state

Deft.

By consent of parties entered in open court, it is ordered that this cause be made a vacation cause to be further proceeded with therein.

Boykin & Son
P. J. Buckley
Jordan was

Interrogatory was propounded to
Witnesses upon the taking of depositions
before Geo R Atkinson Esq in the
27th day of May 1889, signed upon by R E
Boykin atty for plaintiffs and adult defen-
dants and R S Thomas guardian ad litem of
infant defendants.

Interrogatory

State whether or not in your opinion the
interests of the infant defendants will be
best promoted by a sale of the Bridge and its
franchises in the said here mentioned at the
sum of \$12000 or by rebuilding the same, and
if the interests of any party will be injured
by said sale

R E Boykin atty for
plaintiffs & adult de-
fendants.

R. S. Thomas
Guardian ad litem for infant defendants

Beyhū guardian 41

ps 2

Jordan et al.

Deer

To be entered

CMT

Oct 20, 1891

Entered #3

Byrtin gdm.

vs.

Gordon et. al.

By consent of parties
entered of record in open Court it ordered
that this case be made a vacation
cause to heard either in vacation or
in Term time as fully as if now
heard and decided

Jordan & Co.

W. J. & Co.

Jordan & Co.

Rough Draft

July 30 1891.

To be entered,

C. H. J.

Jordan son

do } In the circuit court of Jew of
Jordan inf's state,
right county.

By consent of parties
^{entend} in open court it is ordered that this
suit be made a vacation case to be
further proceeded with in vacation

Baykin's Cove
to } Duchoy

Jordan Infants stals

Rough Wren
Entomo in vacuities
March 17th 1892

C. M. Hall
~~To be in hand~~

Boydin for his services as atty in this
cause, he shall pay one, third of the
proceeds of such collection, being the
present interest of the said Ellen M
Chalmers formerly Jordan, in the said
proceeds, to the Farmers and Merchants
Savings Bank at Smithfield, in part
payment of their said judgment, taking
the receipt of the said Bank or its atty
for said payment. and return the
same to Court. with a report of his proce-
ding under this decree, and for all other
purposes This cause is continued.

C. W. H. H.

Jordan's Est

W^d In the circuit court of Isle of Wight County
Jordan Infantis et al

This cause came on this
day to be again heard, in vacation, upon the
papers formerly read, upon the petition of the
County of Isle of Wight. This day read by
hon^{or} of court, upon the answers of the Far-
mer and Merchants Savings Bank at
Smithfield, of R. P. Waller in his own right,
as surviving partner of the late firm of
Waller and Jordan and as executor of
^{of the Morrison & a his wife} T. Hazenell, with final replication, ^{thereto} and
was argued by counsel, on consideration
whereof the court ratifying and confirm-
ing the proceedings heretofore had in
this cause, doth adjudge order and decree
that R. C. Boykin who has heretofore
been appointed ^{a commissioner} in this cause, collector
of and from the County of Isle of Wight
the sum of \$1200⁰⁰, with interest thereon
from the 3^d day of June 1889, and upon
the payment thereof to execute and deliver
to the County of Isle of Wight, a good and
sufficient and in full receipt with precise
warranty, for and clear of and from the
^{the said R. C. Boykin} ~~the said R. C. Boykin~~ ^{within the cause} ~~and after~~
heirs in said petition mentioned, and after
paying thereon the unpaid costs of this
suit ^{to be hereafter considered the sum} ~~reserving~~ as an attorney's fee of \$100⁰⁰ 10 R & C

and all rights claims demands and
equities of the said ~~the~~ Morrison & his wife

Boykin from
} Duckey

Jordan Defects

Rough Name
April 20th 1892

To be entered

C. W. H.

"
Entered" #3

Boykin Guardian
O } In the Circuit Court of Dale of Dyer Co
Jordan et al

On motion of R. E. Boykin
Guardian of Harry L. Jordan and late guardian
of Mary W Jordan, leave is given him
to file an amended supplemental bill in
this cause, whereupon such amended
supplemental bill is accordingly filed

Baykin garden. &c

RS,

Jordan's Infants et. al.

De cur

To be entered

C. H. J.

Apr. 30, 192

(check plus entire number and book)

Boykin, G'd'n.

vs.

Jordan's infants, et. als.

This cause came on this day to be again heard by consent of parties on the papers formerly read, on the Amended and Supplemental bill filed in this cause April 1892, on the answers of the adult defendants, with general replication thereto, and on the answers of infant defendants under the age of twenty-one years, and over the age of fourteen years, in their own proper person duly sworn to, and with general replication thereto, on the answer of the infant defendants by R.S. Thomas, an attorney at law, their guardian ad litem, duly sworn to, with general replication thereto, the said Amended Supplemental bill by consent of parties for the purposes of this suit being treated as a Bill of Review; on consideration whereof the Court doth adjudge, order and decree that so much of the decree entered herein on the 17th of March 1892 in vacation as directs a conveyance of the toll-bridge &c. to the County of Isle of Wight, be and the same is hereby cancelled and annulled, and that one of the master commissioners of this court enquire, take, state and report to court the following: (1) Whether a ratification of the sale of the toll-bridge &c. to the County of Isle of Wight at the price and on the terms named in the proceedings in this cause will promote the interest of the infant defendants, or would violate the right of any other party in interest, (2) The liens on said bridge &c. if any, with their priority and dignity naming all parties interested in such liens, and (3) any matter deemed pertinent by said commissioner or by any party in interest.

And by leave consent of parties entered of record in open court this cause is made a vacation cause

view in favor of the Young & McArthur firm's Book 2

Bytlin g du 9e.
rs. $\frac{3}{2}$

Jordan's infants it as

Decem

In vacation

The clerk of this
court will enter

CH

May 16, 1892

Received May 18.
1892, in the clerk's
office, and recorded,
Test, J. P. Young

for his services as attorney in this cause and distribute the residue of the proceeds of such collection as follows: One third to ~~E/~~ N.P.Young, George R. Atkinson, R.E. Boykin and George P. Folk, trustees of the Farmer's and Marchants Savings Bank, late of Smithfield, Va. in part payment of the judgement in favor of said bank against the said Ellen M. Chalmers, formerly Jordan, which is reported in this cause as a lien of first dignity on said property or on the interest of Ellen M. Chalmers in the same, and one third to Mary W. Jordan, ^{he will hold until the further order of the Court} and the remaining one third thereof ~~to the legally~~ ^{qualified guardian of Harvey L. Jordan,} taking the receipts of the parties or their attorneys for said payments and returning the

same to court with a report of his proceedings hereunder. *And the said Special Commissioner shall not execute this decree, until he shall have entered into a bond in the Clerk's Office of this Court, with good personal security in the penalty of twenty four hundred dollars, conditioned for the faithful performance of this or any future decree herein. And the said Commissioner shall make report to Court of his proceedings under this decree.*

L. P. Stie

May 16th 1892

*To the clerk of the circuit court of
Isle of Wight County -*

Boykin, guardian &c.

vs.

Jordan's infants et. als.

This cause came on this day to be again heard on the papers formerly read, and on the report of commissioner N.F.Young, filed in this cause on the 10th day of May, 1892, and on notice to adverse parties pursuant to section 3426 Code of Va. and was argued by counsel: On consideration whereof, the court confirming said report of N.F.Young to which no exceptions have been filed, doth adjudge, order and decree that the sale heretofore made to the County of Isle of Wight of the toll Bridge, its appurtenances &c. near the town of Smithfield, of which W.F.Jordan died seized and possessed, together with one acre of land thereto attached, be ratified and confirmed, and that the said sale with the other proceedings heretofore had in this cause, be ratified, confirmed, rendered stable and binding. And the court doth further adjudge, order and decree that R.E.Boykin who has been heretofore appointed a special commissioner in this cause do proceed to collect and receive of and from the County of Isle of Wight the sum of twelve hundred dollars with interest thereon from the 3rd day of June 1889 until payment, it being the purchase price of the said Bridge &c. and upon the payment thereof, to execute and deliver to the County of Isle of Wight through its board of Supervisors a good and sufficient deed in fee simple, with special warranty for that certain bridge with its franchises, causeways, rights, privileges and easements, and one acre of land thereto belonging of which W.F.Jordan died seized and possessed in said County of Isle of Wight near the town of Smithfield known indifferently as the "Wilson", "Purdie", or "Jordan", bridge in the bill and proceedings of this suit, and the court doth further adjudge, order and decree that said special commissioner shall pay out of the said funds the costs of this suit, including a fee of \$150 to R.E.Boykin

Boykin Don
P J Du Chay
Jordan Infants chals

Roughs Deere
Oct Term 1892
To be entered

Boyerkin Com

P } In The Cir Ct of Dec of Mich County
Jordan Infants et al

This cause came on this day to be
again heard on the papers formerly read and
on the report of collection and distribution
of Comr Boyerkin this day filed by leave of Court
and was argued by counsel. on consideration
whereof, the Court confirming said report to
which no exceptions have been filed, doth
adjudge, order and decree that the said Comr
after first paying thereout the unpaid costs
of this suit pay to the legal guardian of the
infant defendant Harry L. Jordan the sum
of \$386⁶²/₁₀₀, shown by said Comr report due
in his hands as such Comr and make report
to Court of his proceedings under this decree.

Boykin Cor
p } In Chey
Jordan Infants et al

Rough Draft
* Nov 2^d 1892
To the entered
Cms

Entered #26

Boydin Leon

vs J. M. Chey
Jordan Infants

This cause came on this day to be again heard upon the papers formerly read and on the report given of Court Boydin. This day filed by Leon of Court and was argued by counsel, on consideration whereof the court doth confirm said report, which no exceptions have been filed, and by consent of parties entered in open Court, it is ordered that this suit be made a vacation cause. We further ^{directed} rule in vacation.

Jordan Gdn.

Vs. In Chey.

Jordan Infants, et als

April Term 1893.

To be entered.

CMJ

Entered #6

Jordan Gdn.

~~Vs. In Chey.~~
Jordan Infants, et als.

from the docket.

to be done herein, it is ordered that this suit be dismissed

and costs of this suit, if any; and nothing further remaining

to be done, that Harry W. Marry, as Gdn. of Harry T. Jordan, pay the nu-

merical and exceptions have been filed both as Judge order and

consentation whereof, the court confirming the said report to

the said day filed by leave of court, and was argued by counsel; on

the papers formerly read, and upon the report of Comr. Boykin,

This cause came on this day to be again heard, upon the

Jordan Infants et als.

Vs. In Chey.

Jordan Gdn.

Jordans Gdn.

Vs. In Chcy.

Jordans Infants et als.

This cause came on this day to be again heard, upon the
the papers formerly read, and upon the report of Comr Boykin,
this day filed by leave of court, and was argued by counsel; on
consideration whereof, the court confirming the said report to
which no exceptions have been filed doth adjudge order and
decree, that Mary W Maury, as Gdn of Harry L Jordan, pay the un-
paid costs of this suit, if any; and nothing further remaining
to be done herein, it is ordered that this suit be dismissed
from the docket.

Jordan Gdn.

Jordan Infants et als

vs. In Chcy.

Jordan Gdn.

April Term 1883.

To be entered.

Wmth F. Jordans'
will.

a copy.

In the County Court of Allegheny County,
the 3rd day of January 1887, the last will
and testament of William F. Jordan dec'd;
was proved by the oaths of Geo. B. Williams
and E. A. Morrison, the subscribing witnesses
thereto, and ordered to be recorded.

a copy.

Test, A. O. Young att.

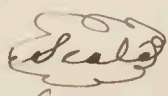
Test, A. O. Young att.

I Wm. F. Jordan being of sound and disposing mind do make this my last will and testament.

I give to my wife Ellen M. Jordan one third of all my property both real and personal in fee simple, and the remaining two thirds to be equally divided between my children, but if both of my children shall die before attaining the age of twenty one, and without issue, then I give their portion to be divided so that my said wife or her heirs, if she be dead shall have, including what I have previously given her, one half of my estate and the balance to be equally divided between my brothers and sisters of the whole blood.

I appoint my wife Ellen M. Jordan my Executrix of this my last will and testament and request the Court to allow her to qualify as such without security.

Witness my hand and seal this 27th day of November 1880.

Wm. F. Jordan 

Signed, sealed & acknowledged in our presence and witnessed by us in the presence of the testator and of each other.

Geo. B. Atkinson

E. A. Morrison.

ORGANIZED 1867.

CAPITAL \$200,000

Capital \$300,000.

The Citizens' Bank of Norfolk, Va.

WM. H. PETERS President
WALTER H. DOYLE, Cashier.

Norfolk, Va.

Bond of Ellen M Jordan for
Three Thousand Dollars, payable
5 years after date to R. P. Waller. Wm
Jordan, with interest from date,
dated July 21st 1884

assigned in following words

"For value received we hereby assign and
put over our unto Misses Stett Legence
the within bond and all debts of interest
there secured the same as collateral to
securely for our note for Three Thou-
sand Dollars hereto annexed -

R. P.

Waller & Jordan (seal)

R P Waller (seal)
W M Jordan (seal)

Note of Waller & Jordan to R. P. Waller 5 years
W M Jordan for \$3000⁰⁰. payable 5 years
after date, dated July 21st '84.

File of West County, to wit:

J C Hayden a Notary Public
for the County of Nevada in the State of Wisconsin
do certify that W F Jordan, and James Stanford
whose names are attached to the deed hereunto
annexed bearing date on the 15th day of February
A D 1875 have acknowledged the same before me
in My said County -

Given under My hand this 15th day of February
A D - 1875 -

C. B. Hayden

Wm F. Jordan Coroner

Is Dead

James P. Jordan -
May 3rd 1875. Read and
admitted to record upon
the annexed certificate:

4 E46th
Filed with the bill

Recorded in book
No. 43, page 46.

Day paid - \$1.00
Fees \$1.25
J. P. Jordan

On the within Office of the Notary Public
James P. Jordan the 3rd of 1875. This Dead from the 4th
Jordan born to James P. Jordan were re-
ceived and being duly certified according
to law, was thereupon advised to record,
Date Wm F. Jordan & Deputy
for W. F. Jordan, Clerk!

along said creek to the point of beginning;
Now I the said W F Jordan in my
own right, and as commissioner aforesaid
in consideration of said payment, by virtue
of said decree and in accordance
with said agreement, do hereby grant
unto the said James P Jordan, in fee
simple, with special warranty, the Toll
Bridge aforesaid, with all the franchises,
right of way, easements, and lands
appertenant inclusive of the tract of
land adjacent to the eastern abutment
of said bridge, bounded as hereinbefore
described, being the Toll Bridge conveyed
by the deed aforesaid of John Cunningham
ham & others to Thomas Purdie, and by
the deed of Joseph B Whitehead commissio-
ner to Willis Wilson, bearing date on the
Fifteenth day of June, A D Eighteen Hun-
dred and Fifty Two, duly recorded in the
Clerks office of the County Court of the County
aforesaid. In testimony whereof the said
W F Jordan and James P Jordan have
hereunto set their hands and seals the
day and year first hereinbefore written.

W F Jordan

(Seal)

J P Jordan

(Seal)

bonds unto the said W F Jordan, the payment-
whereof is hereby acknowledged, and
whereas the boundaries of the one acre
of land appertenant to said bridge, as
described in the deed bearing date on the
Fifteenth day of July, A D Eighteen Hundred
& Eleven conveying the same from John
Cunningham, Joseph Cunningham
and Mary C Cunningham to Thomas
Purdie, have by changes in the course of the
creek, become difficult of identification, and
whereas the said W F Jordan in his own
right is seized in fee simple of all the land
adjacent to said one acre on the side of
said doubtful boundary, and whereas
to avoid all dispute about said boundary
of one acre, and to settle the same the
said W F Jordan and James P Jordan,
have agreed upon, and do hereby adopt
the following boundaries to the one acre
of land adjacent and appertenant to said
toll bridge, "Beginning at a point on the
line of the creek sixty feet north of the
eastern abutment of said bridge, and
running N. 83° E, 8 chains to a large
Cedar post; thence S. $55\frac{1}{2}^{\circ}$ E. 3 chains to a
large Cedar Tree:— thence S. 3° W. 3.25-
chains to a gut:— thence along said gut
to its intersection with the creek:— thence

This Indenture made this Fifteenth day of February A D Eighteen Hundred and Seventy Five, between W. F. Jordan in his own right, and the said W. F. Jordan as Commissioner in the Chancery Suit pending in the Circuit Court of the State of North Carolina, between Morrison and wife plaintiffs, and Willis Wilson's admors & defendants, of the first part, and James P. Jordan of the second part, all of the county aforesaid, witnesseth that whereas by the decree of said court in said suit of February Term A D Eighteen Hundred and Seventy Five, the said W. F. Jordan was appointed Special Commissioner to collect the three bonds of James P. Jordan for One Hundred & Thirty Three Dollars, Thirty Three and one third cents each, payable respectively one, two, & three years from the 28th day of November A D Eighteen Hundred and Seventy Four, with interest from that date, and on the payment of the same to execute and deliver to the said James P. Jordan, a good and sufficient deed in fee simple with special warranty for the Toll Bridge and franchise, land and appurtenances, thereunto belonging and appertaining in the proceedings of said suit mentioned, and whereas the said James P. Jordan has on the date of these presents fully paid off and discharged the said

Jordan & gov.

vs. $\frac{2}{3}$ In Chap.

Jordan et al.

Exhibit

Filed with the Bill

Copy order of gulf of
gov.

In the County Court of Isle of Wight County
the 15th day of April 1889.

Mary W. Jordan orphan of William
D. Jordan decd; who is over fourteen years
of age, made choice of R. E. Boykin
as her guardian, which is approved by
the court. And the court doth appoint
the said R. E. Boykin as the guardian
of Henry L. Jordan also an orphan of said
William D. Jordan decd. And thereupon,
the said R. E. Boykin, as such guardian,
together with H. R. Parker his security,
who has justified as to his sufficiency,
entered into and acknowledged a
bond in the penalty of one thousand
five hundred dollars, conditioned
according to law. Ordered that
said bond be recorded.

A copy.

Teste,

A. F. Young, clk.

Boydell comes

and

} agreement

Board of Supervisors

Sec. 834

The following signatures and seals.

R. B. Boykin

Seal

com in Boykin & Jordan seals.

Board of
Superisors
of Sealwrights.

(C. H. Stark Seal
Chairman)

J. O. Thomas

Seal

J. C. Ballard Seal

in the deed from W & J to be confirmed with in his own right
to James P. Jordan as being duly in the 18th day of January 1889
and which Board was then & was afterwards composed of
James P. Jordan, W. F. Jordan, J. F. Jordan, J. F. Jordan, J. F. Jordan
and J. F. Jordan.

This agreement made and entered into this
31st day of May 1889, between R. E. Boykin
Special Commissioner in the suit of Boykin
vs Jordan et al of the first part and
The Board of Supervisors of the County of Lee
of the second part. Witnesseth that
the said R. E. Boykin Commissioner as afore-
said, subject to the approval and confirma-
tion of the Circuit Court of the County aforesaid,
doth covenant and agree to sell to the said
County of Lee of the second part. The N. F. Jordan Bridge
at the Town ^{of Smithland} together with all of its rights,
privileges, franchises and easements, for
the sum of Twelve Hundred Dollars, to be
paid for as follows: cash sufficient to pay
costs of suit and sale and one third of the
residue of the purchase money, The balance
upon a credit of one and two years in equal
payments, with interest from date of confir-
~~mation of sale~~ by the Circuit Court aforesaid,
The said Board of Supervisors of said County
and on behalf thereof, for and in considera-
tion of the covenant and agreement aforesaid,
doth covenant and agree with the said R. E.
Boykin Commissioner as aforesaid, to pur-
chase the said Bridge upon the terms afore-
said, subject to the approval by the County
Court of said County of this agreement.

In Testimony whereof Witness

J. & W. S. Bank

vs.

}

EXTRACT
JUDGMENT.

W. B. Jordan & Co.

p. q.

Virginia: In the Circuit Court of the County of Isle of Wight
the 1st day of March 1884.

The Farmers and Merchants
Savings Bank Smithfield Va

Plaintiff

Against

Ellen M. Jordan and et al.
Morrison Merchants, partners doing business
under the firm name of W. P. Jordan & Co. Defendant

Judgment in favor of the plaintiff against the defendant for the sum of \$3717.¹⁰ with int. on
\$3865.⁰² part thereof from 1st of Dec. 1880; and on dollars and 14⁴⁰ another sum of
with interest thereon to be computed after the rate of six per centum per annum, from the 25th day
of Nov. 1883, and on \$334.75 remainder from 25th day of Dec. 1883

till payment, and the costs. Plaintiff's costs \$6.⁵⁰

An extract—Teste.

R. E. Boykin

Plaintiff's Attorney.

A. O. Spruay

Clerk.

By your order

as

your order

concerning the
on account,

We acknowledge legal
service of the within
notice

R. E. Boykin
att'y for Dist. &
adult defendants

R. S. Thomas, Sr.
ad litem of infant-
defendants.

Comptroller's Office
Smithfield April 26th 1889

J. R. C. Bayliss guardian of Mary W. Jordan and Harry L.
Jordan infant children of W. B. Jordan dec'd Plaintiff
and

Edith Jordan, Ellen M. Jordan, C. F. King, C. Virginia May
Mary W. Jordan, Harry L. Jordan, Lulu M. Jordan, Estlin A. Jordan
William B. Jordan, Emily Virginia Jordan, Benton George Jor-
dan, Davis W. Jordan and Wm. Henry Jordan, the last nine in-
fants, by R. J. Thomas their guardian ad litem Defendant

You are hereby notified that I have filed upon the 8th day of
May next at my Office a petition to enjoin and report to court
1st within the interest of the infant defendants M. W. and Harry
L. Jordan would be promoted by a sale of the bridge in the proceedings
mentioned, with its franchise, or by borrowing a sufficient sum
to rebuild said bridge and charging the said estate in the bill now
pending with the payment of the same, whether the latter can be
legally done, which would best promote the interest of said
infants and whether the right of any person would be violated
thereby, 2nd what sum of money is necessary to rebuild said bridge and
repair the causeway, required to be taken by a decree of the en-
courtesy of Isle of Wight county and at the April term 1889
in a suit in chancery pending therein in which you are parties
plaintiff and defendant, at which term said plea you are re-
quired to attend

Given under my hand as a Comptroller in chancery, of the said
court the day and year first aforesaid

Geo. R. Watkins on

may 4/82 We acknowledge by ac
noties of this notice.

R. E. Roykin
for all parties
rec'd & deb't

R. S. Thomas
guardian ad
litem for infant de
-pendants.

Mr Young

omitted by mistake
in the Ex. pte. sent
you this other day

H. S. H

To R.E.Boykin, Guardian of ^{Harry}Harvey L.Jordan and late guardian of
Mary W.Jordan, Ellen M.Chalmers, C.E.Chalmers, E. Virginia Day,
C.F.Day, Mary W.Jordan, ^{Harry}Harvey L.Jordan, Luly M. Jordan, Esther A.
Jordan, William F.Jordan, Emily Virginia Jordan, Fenton Garnett
Jordan, Davis W.Jordan, William Henry Jordan, R.P.Waller in his
own right and as surviving partner of Waller and Jordan and as ex-
ecutor of L.Tazwell dec'd., E.M.Todd, trustee, E.M.Morrisson and
S.A. His wife, and R.S.Thomas, an attorney at law and guardian ad
litem for infant defendants in the suit of Boykin guardian &c. vs.
Jordan's et. als.

Please take notice that on Saturday, May 14th, 1892, in the city
of Norfolk in vacation I shall move the Hon. C.W.Hill, Judge of
the circuit court of Isle of Wight Co. to enter a decree in the
cause of Boykin gaurdian &c. vs. Jordan's infants et. als. con-
firming and ratifying the sale of the bridge, sometimes called
Jordan's Bridge, near Smithfield, in the county of Isle of Wight,
and to confirm the report of N.F.Young filed in said couse pursu-
ant to a decree of said circuit court rendered in said cause which
report was filed on the 3rd day of May 1892. Most respectfully ,

Isle of Wight County
by W.S. Holland its
Special Attorney

Boykin gon
vs. {
Jordan's infants dals

Commissioner Notice
We acknowledge legal
service of the within
notice

R. E. Boykin
atty for all parties both
plaintiffs & defendants
except the county of Salt
of wegh

W. S. Hallam
Spe.
atty for the county
of Solid High.

May 2, 1892

R. S. Thomas
gon ad litem of the
infant defendants

First, whether a ratification of the sale of the said toll bridge to the County of Isles of Wight at the price and on the terms named in this Cause will promote the interest of the infant defendants or would violate the right of any party in interest.

Second; whether there is any lien on the said toll bridge having priority over the lien in favor of the Farmers & Merchants Savings Bank.

To be noticed, that I shall, as special commission as aforesaid proceed, at the office of R. E. Boylston in the town of Smithfield in the County of Isles of Wight on the 3^d day of May 1892, at the hour of 10 o'clock A.M. to perform the duties required of me by said decree; when and where you are required to appear.

A. F. Young

Spl. Comm^r

Smithfield Va.

May 2^d 1892

To R. E. Boykin guardian of Harry
L. Jordan and loty gon of Mary W.
Jordan, ^{may the godson} Ellen M. Chalmer, C. C.
Chalmer, E. M. Morrison, and S.
A. his wife, N. P. Young, Geo. R.
Atkinson, R. E. Boykin, & Geo. P. Folk
Trustee of the Former Merchants Savings
Bank of Smithfield, R. P. Waller in his
own right and as surviving partner
of Waller & Jordan and as executor
of S. Tazewell dec'd; The County of Isle
of Wight, and R. S. Thomas atty gon.
ad litem Harry L. Jordan, Esther A
Jordan,

by virtue of a decree entered in the
above styled suit on the 30th day of
April 1892 in the Circuit of Isle of Wight
it was adjudged ordered and decreed
that N. P. Young who by said decree
was appointed a special Commissioner
for that purpose, enquire, take the state
and report to court the following

Boykin gdw.

v. 3 Count.
3 Bond

Jordan et al.,
()

a copy.

Filed May 24.
1892

Know All Men by These Presents:

THAT WE, *R. E. Boykin and Henry R. Parker*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Twenty four Hundred* DOLLARS, to the payment whereof well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this *23rd* day of *May*, in the year one thousand eight hundred and ninety-*Two* and in the *117* th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound *R. E. Boykin* who by decree of the Circuit Court of Isle of Wight County rendered in the suit of *Boykin* guardian against *Jordan* infants, et al.: on the *18th* day of *May* 1897, as Comptroller is directed to receive from the County of Isle of Wight a sum of money in said decree mentioned and to distribute the same as therein directed,

under said decree or any future decree in said case shall faithfully discharge the duties of said office or trust, then the above obligation to be void, or else to remain in full force and virtue. We hereby waive the Homestead Exemption as to this obligation, and we also waive any right, claim or privilege to discharge any liability arising under said bond, or by virtue of said office or trust, with any coupon detached from bonds issued by the State of Virginia.

R. E. Boykin by N. P. Young his attorney SEAL
H. R. Parker by N. P. Young his attorney SEAL
SEAL
SEAL
SEAL

Circuit
IN ISLE OF WIGHT COUNTY COURT, Clerk's office, *May 23rd*, 1897,

This bond was executed and acknowledged in ~~open Court~~ *admitted* by the obligor to the same, and ~~admitted~~ *admitted* to be recorded.

N. P. Young CLERK.
by N. P. Young Dy. Clerk
at test. N. P. Young, att.

COURTS:

ISLE OF WIGHT, NANSEMOND,
AND SOUTHAMPTON.

OFFICE OF

W. S. HOLLAND,

Attorney at Law and Commissioner in Chancery,

Windsor Station, Va., May 13, 1892.

Hon. C.W.Hill,

Dear Sir:-

I got a letter from Mr. Thomas yesterday, saying he had written to you and citing several authorities to prove that the allimony must be for a support and not for a sum deffinite, but in-as-much as I understood from your remarks that it was your idea of the law I do not think it necessary to make any reply to Mr. Thomas' authorities. I not only agree as to that particular point of law but you will remember I stated to you that I thought it would be the best policy to pursue even if the law was different. Enclosed please find a rough decree which of course you will change to conform to your own idea of the case. I am not positively sure that I have the correct names of the paeties but think I have. You sometimes ask attorneys what fee they think they ought to have and anticipating that question I will say that I should think that \$125, would be quite reasonable. We have taken depositions four days, two of which I went to Smithfield.

Yours very truly,

W. S. Holland

C.S.

I have written \$5 per month in the decree as you suggested but hope you are ready to increase it a little after reading the evidence.

W. S. H.