

1927-006 Chancery Causes: D. B. Ward & Rose C. Ward vs Adele B. Ward & William L. Ward,
Dee of Wight County by & c
Petition of William Ward

337

other surnames: Daniel, Everett,
Barrow, Whitley, Carroll, Todd,
Young, Turner, Crenshaw,
Holleman, Goodrich, Bell, Moody,
Springfield, Thacker, Barlow,
Thomas, Miars, Wilson, Boykin,
Rowell, [Merchants & Farmers
Bank, Incorporated], Delk, Lyon
[Cumberland Lumber Company],
Dashiell, Warren

No.

Know all Men by These Presents: That we George F. Whitley,

principal

and American Surety Company of New York,

surety

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of twenty thousand dollars, to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

And as to this bond we hereby severally waive the benefit of our Homestead Exemption, and also any right, claim or privilege to discharge any liability arising hereunder to the said Commonwealth, or by virtue of the said office or trust for which this bond is given, with coupons detached from the bonds of this State.

In TESTIMONY WHEREOF, the said George F. Whitley, has hereto set his hand and seal, and the said American Surety Company of New York,

principal

surety

by A. S. Barrett

, its duly authorized

agent and attorney in fact, has caused its corporate name and seal to be hereunto affixed, the said seal to be attested

by the signature of the said A. S. Barrett

, its said agent and attorney

in fact, this, the 24th. day of June, A. D. 1920.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound George F. Whitley, appointed Special Commissioner in the chancery cause in the Circuit Court of the County of Isle of Wight now pending styled, generally, D. B. Ward et al vs. Adelle B. Ward et al, docket number 337, by decree entered therein on the 14th. day of June, 1920, shall faithfully discharge his duties under said decree or any other decree entered in said cause,

shall faithfully discharge the duties of his office or trust as such

, then the above obligation to be void, or else to remain in full force and virtue.

Geo. F. Whitley [SEAL]

American Surety Company of New York

(SEAL)

By A. S. Barrett

Its duly authorized agent and attorney in fact.

Attest: A. S. Barrett

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 24th.

day of June, 1920, 19, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

Copy for [unclear] Clerk

A. S. Johnson, Clerk.

THIS DEED, made this 6th day of September, 1919, between Adel~~le~~e B. Ward (widow), Rose C. Ward (unmarried), and Willie L. Ward Jr., all of the County of Isle of Wight, State of Virginia, parties of the first part, and Donald B. Ward, of the County and State aforesaid, party of the second part.

W I T N E S S E T H:

That for and in consideration of the sum of FIVE (\$5.00) DOLLARS and other valuable consideration, the said parties of the first part do grant, ^{with} GENERAL WARRANTY, unto the said party of the second part, all the right, title and interest in the property here in after described, which was conveyed to the said parties of the first part by said Donald B. Ward by a deed dated on the 28th day of November, 1917, and recorded in the Clerk's Office for the County of Isle of Wight, in D. B. 87, page 242. The said property being described as follows:

First: All that certain tract, piece or parcel of land lying, being and situate in Hardy Magisterial District, in said County and State, known as the 'Home Place' or Carroll Farm, and bounded by the lands of J. R. Morris, et als, and the road leading from Moonlight to the farm known as the 'Preacher Ward Place'.

Second: All that certain tract, piece or parcel of land, lying, being and situate in Hardy Magisterial District, said County and State, known as Moonlight Farm, and including several small tracts adjoining the said farm, all of said tracts now constituting one farm, and bounded by the lands of Surry Lumber Company, Joe Davis, G. B. Washington, et als,

The said parties of the first part covenant that they are siezed in fee-simple ^{of} the said right, title and interest in the said property; that they have done no act to encumber said right, title and interest in the said property; that the said party of the second part shall have quiet possession of the said right, title and interest in the said property, free from all en-

cumbrances, and that they the said parties of the first part will execute such further assurances of the said right, title and interest in the said property as may be requisite.

Witness the following signatures and seals.

Adelle B. Ward (SEAL)

Rose C. Ward (SEAL)

Willie L. Ward (SEAL)

STATE OF VIRGINIA,

COUNTY OF ISLE OF WIGHT TO-WIT:

I, George F. Whitley, Commissioner in Chancery, for the Circuit Court of the County of Isle of Wight, do hereby certify that Adelle B. Ward, Rose C. Ward and Willie L. Ward Jr., whose names are signed to the above writing, bearing date the 6th day of September, 1919, have acknowledged the same before me in my County aforesaid.

Given under my hand this 6th day of September, 1919.

George F. Whitley
Commissioner in Chancery

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight
October 1st. 1919, at one o'clock P.M., this deed was received, and with the
certificate annexed, admitted to record.

Teste,

Johnson Clerk.

240

Adelle B. Ward et al.

Pls } Dwd of Bargain
and Sale.

Donald B. Ward.

Virginia: Clerk's Office of the Circuit Court of
County of Isle of Wight

Sept 11 1919
Recorded in D B No. 89 Page 371

State Tax,	-	-	-	\$	50
Clerk,	-	-	-	\$	125
Comr. Revenue	-	-	-	\$	100
Total	-	-	-	\$	275

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

\$ 800

"Honesty, Energy and Wisdom Never Fail"

No. B 102

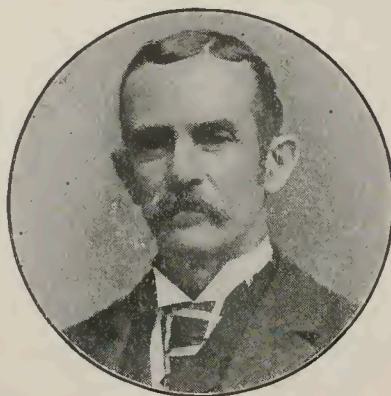
POLICY

OF

The Mutual Benefit Association

OUR FIRST PRESIDENT

OF



VIRGINIA

L. H. WHITTEY

This Agreement, this day entered into between Estate of H. L. Wood, Head (who is called the insured), and the ISLE OF WIGHT DIVISION of The Mutual Benefit Association of Virginia, for the County of Isle of Wight, State of Virginia, Whereby it is agreed:

1. That the insured shall bear the pro rata portion of all expenses and loss sustained by the members of this ISLE OF WIGHT DIVISION on account of loss or damage of property that has been assigned to this ISLE OF WIGHT DIVISION, by fire, lightning, or windstorm of any description. Likewise the said Association shall pay to the insured within sixty days after the Treasurer has received notice, all damages to the property described below (provided the amount of insurance herein specified shall equal such loss) by fire, lightning, or windstorm of any description.
2. This Association shall not, in case of loss of property of the insured, claim any credit for stones, bricks, or other indestructible materials after a fire. This Association shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, proper deduction for depreciation, however caused, and shall in no event exceed what it will cost the insured to repair or replace the same with material of like kind and quality.
3. Either the insured or the Association may at any time be released from the obligations of this policy, by giving the other thirty days' notice of such intention, but the insured and the Association shall both be bound until noon of the thirtieth day of such notice.
4. That if at any time there shall be a change of title or ownership of the within-described property, the obligations of the insured and the Association shall at once cease.
5. This policy shall remain in force until such a time as it may be cancelled, either by the insured or the Association, as provided in this Policy or the By-Laws of this Association.
6. That should the insured neglect to pay any assessment to meet the loss of property of any member of the ISLE OF WIGHT DIVISION, that at noon of the sixtieth day after the Agent's notice have been issued the liability of this Association shall cease until such a time as the insured be again restored to membership in the Association; but the Treasurer shall collect the last assessment, it being the premium for past protection.
7. That the insured shall take out no additional insurance in any other company, either on the within-described property or goods within these buildings, unless the President, Agent, and the Director of the township wherein the property is located consent to same.
8. That the Association shall not be responsible for any loss or damage to the within property if the insured have, directly or indirectly and intentionally, caused such loss or damage.
9. That both the Association and the insured shall be governed by the By-Laws of this Association.
10. That this Association shall not be released from any obligation in case of loss or damage because of liens, mortgages, or defective titles to property, but, when it shall appear that the insured is not the rightful or legal owner of the within property, then shall the insurance, or such part of same as may not belong to the insured, be paid to the proper owner.
11. That the members of this Association holding policies of insurance in any County Division organized and operating under the provisions of the Charter of this Association shall be responsible and liable only for such losses, expenses, and debts as may occur and accrue within the confines of any such County Division; and beyond this there shall be no further liability against the members of any such County Division, nor against any of the property embraced in their policies and insurance—that is to say, that the members of such County Division shall not be liable and responsible for any of the losses, expenses, and debts of any other County Division, or members of this Association, wheresoever situated.

In Consideration of the above, the insured does, on the 1st day of April, in the year 1918, at 12 o'clock noon, become a member of said Association, assigning to the same the following-described property:

No. 1 Quincy house, located at Monticello
made of brick roof of tin with 6 rooms 1 veranda 2 porch good condition, insured for \$ 500.00

No. 2 Leah house, located 60 feet N. of #1
made of brick roof of tin with 7 rooms 1 veranda 1 porch good condition, insured for \$ 300.00

No. 3 _____ house, located _____
made of _____ roof of _____ with _____ rooms _____ veranda _____ porch _____ condition, insured for \$ _____

No. 4 _____ house, located _____
made of _____ roof of _____ with _____ rooms _____ veranda _____ porch _____ condition, insured for \$ _____

No. 5 _____ house, located _____
made of _____ roof of _____ with _____ rooms _____ veranda _____ porch _____ condition, insured for \$ _____

No. 6 _____ house, located _____
made of _____ roof of _____ with _____ rooms _____ veranda _____ porch _____ condition, insured for \$ _____

_____ piano, \$ _____; organ, \$ _____, and all household goods within House No. _____, including kitchen furniture, beds and bedding, wearing apparel, carpets, books, paintings, etc., and all goods usual in dwellings. Insured for \$ _____

No. 1 _____ barn, located _____ wide _____ long _____ high _____ roof, insured for \$ _____

No. 2 _____ barn, located _____ wide _____ long _____ high _____ roof, insured for \$ _____

No. 3 _____ barn, located _____ wide _____ long _____ high _____ roof, insured for \$ _____

No. 1 _____ crib, located _____ wide _____ long _____ high _____ roof, insured for \$ _____

No. 2 _____ crib, located _____ wide _____ long _____ high _____ roof, insured for \$ _____

And all farming utensils within Barn No. _____, including { binders, reapers, mowers, gearing, plows, harrows, saddles, buggies, wagons, and things usually stored in barns and houses, insured for \$ _____

_____ horse _____ in Barn No. _____ valued at \$ _____ insured for \$ _____

_____ horse _____ in Barn No. _____ valued at \$ _____ insured for \$ _____

_____ mule _____ in Barn No. _____ valued at \$ _____ insured for \$ _____

_____ cattle _____ in Barn No. _____ valued at \$ _____ insured for \$ _____

_____ cow _____ in Barn No. _____ valued at \$ _____ insured for \$ _____

Total amount insured, \$ 800.00

Have you or any one else other insurance on the above-described property? _____ If so, for what amount? _____ And in what company? _____

Is the above property encumbered? _____ If so, for what amount? \$ _____

Pres't W. B. HowellDist. Ag't W. B. HowellIns. W. B. Howell

All Communications Addressed to W. B. Howell, Sec'y, Richmond Va.

No. B 102.

The Mutual Benefit Association of Virginia

\$ 800.00.

Date, April 2nd, 1918. 19

Name Est of W.L. Ward. Decd'.

County Isle of Wight.

Payable at the office of Secretary and Treas.
of ISLE OF WIGHT DIVISION.

P. O. Address Smithfield, Va.

Kind of Property at Moonlight.

Geo. H. Warren Director.

Hardy. District

TO THE MEMBERS

1. If you sell your property, do not fail to give immediate notice to the Secretary of your County Association.
2. If you insure cotton, tobacco, or any other goods in a building insured in this Company, you should at once give notice to the Secretary, lest you should receive a call on said building while you were not being protected. Remember that you are only suspended, and that your insurance begins as soon as the other is out; hence you should always state when your policy on cotton or tobacco and like goods expires.
3. Only the Secretary can transfer fees to other property or other persons.
4. Remember that you are a member, and that it is your privilege, as well as your duty, to call the attention of the Secretary or the Director to any property that may be insured too high.
5. You have paid only your fees that are for the running expenses of the Company on entering, and might receive a call before this policy is returned. Though such a thing has never yet happened, it will doubtless occur in the process of time. You might burn before the policy is signed by the President, yet you would be protected.
6. Experience has taught other companies of this kind that fires do not come singly, but in groups; but, when averaged up, of course they must fall much below the cost of a company run for profit, else how could they run? No company of this kind has ever cost as much in one year, no odds how unfortunate, as a capital company.
7. If you find defects in the Company, remember that it is your Company, and that, should it fail, capitalists will be well pleased, and that they will help you talk it down, and there is no better way to kill anything than to talk it down. Do not talk against the Company, but proceed at once to correct the evil by electing a good Board of Directors, who will improve the By-Laws.
8. Remember when you get a call that some one is in distress, and, were you the loser, you would want your money at once; and, while it may be an annoyance to pay the small assessment, it would be a very serious matter to you were you out of doors with a helpless, homeless family; hence the Agent must execute the law rigidly against delinquents. Your portion will be small at most, and, as this Company is run for protection only, you need not expect leniency in case you are neglectful. You have thirty days, which is abundant time to attend to so small a matter.
9. The Agent or the Director may at any time lower the amount on this Policy, but you are insured for the full amount on the Policy until you receive notice that it has been reduced, after which you will be protected as indicated by your call cards and the Agent's books. All fees collected on applications and not approved by a Director, will be refunded by the Agent. No fees will be refunded after the application has been approved by a Director.
10. If you change your address, and fail to notify the Secretary, the Company will not be responsible for communications that fail to reach you.
11. If additional insurance be taken on the within-described property without the consent of the President and Director of your district, this Policy is null and void, all of which is hereby agreed to by the insured.

Loss, if any, on property insured by this Policy, payable to

heirs or assigns, as interest may appear.

(For the Association)

ASSIGNMENT OF INTEREST BY INSURED

The interest of the Estate of W. L. Ward, as owner of property covered by this Policy, is hereby assigned to Adelle B. Curtis, subject to the consent of the President of this ISLE OF WIGHT DIVISION.

R. A. Edwards
(Signature of the Insured)
Administrator

Dated May, 1918

NOTE.—To secure mortgages, if desired, the Policy should be made payable on its face to such mortgagee, as follows: "Loss, if any, payable to mortgagee."

CONSENT TO ASSIGNMENT OF INTEREST

I hereby consent that the interest of the Estate of W. L. Ward, as owner of property covered by this Policy, be assigned to Adelle B. Curtis

W. E. Hardy SECRETARY R. A. Edwards PRESIDENT
(Signature for Association)

Dated May 20/18 1918

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

D. B. Ward, et al

Plaintiffs

Vs.

Adele B. Ward, et als

Defendants.

This cause came on this day to be again heard on the papers formerly read, and on the report of George F. Whitley, Special Commissioner, this day by leave of court filed, to which report there are no exceptions and was argued by counsel.

And it appearing from said report that the said Special Commissioner, did on January 5th, 1923, receive from Adele B. Curtis, the sum of \$6,587.36, the amount of the loan made to her, as directed by ^a former decree entered herein, together with the interest due thereon, the same being in the amount of \$955.16; that the said Special Commissioner has paid out of said interest taxes amounting to \$35.70, premiums on Special Commissioner's bond in the amount of \$48.00, and to George F. Whitley, Attorney fee of \$5.00 for drawing Special Commissioner's report and decree; leaving a balance of \$866.56 of said interest; that the said principal sum of \$6,587.36 is now on time deposit to the credit of the said Special Commissioner in the Merchants & Farmers Bank Inc. of Smithfield, Virginia; that he has paid to Adele B. Curtis, Guardian of W. L. Ward the sum of \$866.56; on consideration whereof the court doth confirm the said report.

The court doth adjudge, order and decree that the said Special Commissioner shall lend out the said principal amount of \$6,587.36, taking as security a first deed of trust on real-estate. But no loan shall be made until the title to the property offered as security shall have been examined and certified to as being clear by a competent Attorney-at-Law. *until submitted to the Court for approval* Nor shall any loan be made for more than sixty per cent (60%) of the value of the property offered as security. *known to* ~~The said Special Commissioner~~ to have the improvements on said property insured in some solvent insurance Company for *two-*

Smith

thirds of their value, and the policy assigned ~~to the said Special~~
~~Commissioner~~, as further security for said loan.

And, it is further adjudged, ordered and decreed that said
Special Commissioner shall report to court how he has executed
this decree.

And this cause is continued.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT
VIRGINIA:

D. B. WARD ET AL

PLAINTIFFS

VS)

IN CHANCERY #337

ADELE B. WARD ET AL

DEFENDANTS

again
This cause came on this day to be heard on the papers formerly read and on the report of A. S. Johnson, Commissioner in Chancery, filed on the 18th day of May, 1920, to which report there are no exceptions, and was argued by Counsel.

And it appearing from said report, together with the depositions of witnesses returned therewith that W. L. Ward, deceased, died seized and possessed of three tracts of land, one tract containing forty (40) acres, one containing one hundred and six (106) acres, and one containing one hundred and fifty (150) acres; that the said three tracts of land adjoin each other and that the said 40 acres ^{tract} and 106 acres ^{tract} now constitute one farm known as "Moonlight", and the said 150 acres ^{tract} constitutes one farm known as the "Carrolton Tract"; that the said 40 acres ^{tract} and 106 acres ^{tract} constituting ^{the farm known as Moonlight} one farm is bounded and described as follows: adjoining the lands of B. O. Thomas, the lands belonging to the Surry Lumber Co., and the lands of Joe Davis, G. B. Washington and others; that the 150 acres ^{tract} known as the "Carrolton Tract" is bounded and described as follows: adjoining the lands of J. R. Morris, C. B. Hundley, and the farm known as "Moonlight", and the county road leading from what is known as the "Prescher Ward Place" to "Moonlight"; that the land can not be conveniently divided among the several parties entitled thereto;

that it will not be to the interest of the parties to
allot a part of said land and sell the residue; that
the only convenient way to make a division of the pr-
operty mentioned is to sell the whole and divide the
proceeds of sale among the parties entitled thereto;
that none of the parties in interest ^{are} willing to
take the entire property and pay the others for their
interest therein; that the annual value of what is
known as the "Moonlight Tract" is \$500.00 or \$600.00
and the fee-simple value \$7000.00; that the annual
value of what is known as the "Carrolton Tract" is
\$1000.00 and the fee-simple value is \$12500.00; that
W. L. Ward, deceased, left surviving him a widow,
Adele B. Ward, D. B. Ward a son, Rose C. Ward a daugh-
ter, (both over the age of 21 years), and W. L. Ward
a son, (an infant); that the interest of the parties ^{in the property}
is as follows: Adele B. Ward, widow, dower, which she
desires to be commuted and paid to her in cash; Rose
C. Ward one-third; D. B. Ward one-third less one-ninth;
and W. L. Ward, the infant, ^{defendant} one-third plus one-ninth;
that the ^{said} infant defendant, W. L. Ward is fourteen (14)
years of age; D. B. Ward is twenty-six (26) years of
age; and ^{he said} Rose C. Ward is twenty two (22) years of age,
and that the widow, Adele B. Ward, was fifty (50) years
of age on the 17th day of January, 1920; that there are
liens on the property as follows: a deed of trust exe-
cuted by W. L. Ward and wife, bearing date on the 1st
day of January, 1904 and of record in D. B. 69, page
162, ^{in the State Office of the Clerk} conveying the "Carrolton Tract" to R. E. Boykin
in trust to secure to W. D. Turner the payment of
\$4000.00; a deed of trust executed by D. B. Ward on
the 6th day of September, 1918, and recorded in the

Said

Clerk's Office for the County of Isle of Wight in D. B.

88, page 565, conveying his interest in both the "Moonlight ^{Tract}" and Carrollton Tract to James R. Rowell in trust to secure to the Merchants and Farmers Bank of Smithfield, Virginia, the payment of the sum of \$300.00;

a deed of trust executed by D. B. Ward, bearing date on the 2nd day of October, 1919, entered ^{in said Clerk's Office} to record in D. B.

88, page 606, conveying his interest in both of said tr-

acts of land to James R. Rowell in trust to secure to The Merchants and Farmers Bank, Inc., ^{at Smithfield, Virginia} the payment of the

sum of \$150.00; a deed of trust executed by D. B. Ward

on the 28th day of January, 1920 and entered of record

^{Said Clerk's Office in} in D. B. 90, page 106, conveying his interest in the

"Moonlight Tract" to George F. Whitley in trust to se-

cure T. H. Delk the payment of the sum of \$325.00; a

deed of trust executed by D. B. Ward, bearing date on

the 9th day of April, 1920, and of record ^{in said Clerk's Office} in D. B. 90,

page 167, conveying his interest in both of said tracts

of land to J. R. Rowell in trust to secure to George

F. Whitley the payment of the sum of \$2058.50; a deed

of trust executed by Rose C. Ward dated on the 30th day

of January, 1920, entered of record in D. B. 90, page

130, conveying her interest in the "Moonlight Tract"

to George F. Whitley in trust to secure T. H. Delk the

payment of the sum of \$375.00; that all of the proper

and necessary parties are properly before the Court;

that sale should be made of the two tracts of 40 and

106 acres ~~combined and~~ known as the "Moonlight Tract"

as one tract, and of ^{the} "Carrollton ^{Tract}" as another tract; on

^{Condition} condition whereof the Court doth confirm the said re-

port and doth adjudge, order and decree that George F.

Whitley be and is hereby appointed ^{as} Special Commis-

sioner for the purpose ^{to} ~~of~~ selling the said property at public auction, either on the premises, or in front of the United States Post Office in the Town of Smithfield, Virginia, after first advertising the time, place and terms of sale for twenty days by hand-bills posted in ten or more public places in the County of Isle of Wight upon the following terms: one third cash, to be paid within ten days after date of sale, and the remainder in two equal installments, to be evidenced by bonds of even date with the sale, signed by the purchaser and bearing interest from date, the title to property to be retained until the payment of the final installment including interest, the purchaser ^{or purchaser} to have the improvements on said property insured for at least three-fourths ~~of~~ their value in some good and solvent insurance company and, ^{to} assigning the ~~same~~ insurance policy to the said Special Commissioner. ^{and} ~~at the~~ ^{said} purchaser ^{or purchaser} may have the right to pay the entire purchase price ^{for said property} in cash, if so desired. The said Special Commissioner shall accept no bid until the purchaser ^{or purchaser} shall at the time of sale deposit 15 percent. of the amount ~~of his~~ bid, and should said deposit ^{or deposit} be not made then the said Special Commissioner shall, forthwith, at the same time and place, proceed to ^{again} offer the property, ^{when which no deposit is made} ~~again~~ for sale, and should the purchaser ^{or purchaser} fail to make the said cash payment within ten days from the ~~day~~ of sale then the deposit shall in addition to any other remedies, be forfeited to this cause, and the said Special Commissioner shall proceed to again advertise for sale the said property, or either parcel thereof, upon the terms above mentioned. The ~~said~~ sale ^{to} be subject to the confirmation of the Court. The said Special Commissioner shall have the right to report to Court any private written bid made for the said property.

The said Special Commissioner shall do no act under this decree until he shall have entered into

before
a bond with sufficient surety, in the Clerk's Office,
with surety, named by said Clerk sufficient
of this Court, ~~to be approved by the Clerk,~~ payable to

the Commonwealth of Virginia in the penalty of

\$20,000. conditioned upon the faithful discharge of
his duties under this or any other decree entered in
this cause.

And this cause is continued.

1
D. E. Ward et al

VS) No. 227

Adelo E. Ward et al

Done

1920

June 14th

Entered this

13 Dec

6073 7.1/2 5600

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF
WIGHT:

D. B. WARD ET AL

VS)

ADELE B. WARD ET AL

This cause came on this day to be again heard on the papers formerly read and on the report of George F. Whitley, Special Commissioner, this day by leave of Court filed, to which report there are no exceptions, and was argued by Counsel.

And it appearing from said report, to-gether with the receipts filed therewith and the bond and deed of trust filed in this cause, that the said Special Commissioner has paid out the funds as follows:

George F. Whitley, attorney's fee	150.00
Adèle B. Curtis, commuted dower interest	3902.94
Rose C. Ward, pro-rata share	4940.52
The Merchants & Farmers Bank, out of the pro-rata share of D. B. Ward	450.00
George F. Whitley, out of the pro-rata share of D. B. Ward	1367.79
D. B. Ward, balance of pro-rata share	<u>1476.00</u>
TOTAL	\$12287.25

and has loaned to Adele B. Curtis, the sum of \$6587.36, taking from the said Adèle B. Curtis her bond for said amount, dated on August 3rd, 1920, and payable one year after date, with interest from date, to the said Special Commissioner, the same being secured by a first deed of trust on the property in the bill and proceedings mentioned, that the said Special Commissioner requests that the amount of the bond heretofore given by him in this cause, be reduced to \$8000.00, on consideration whereof, the Co-

urt doth confirm the said report and doth adjudge, order
and decree that the said Special Commissioner shall col-
lect the interest hereafter accruing on said loan and to
pay out of said interest all taxes and court charges in
this suit and to pay the balance of said interest to the
guardian of the said W. L. Ward. And the Court doth fur-
ther adjudge, order and decree that the amount of the bond
heretofore given in this suit by the said Special Commiss-
ioner be reduced to \$8000.00

And this cause is continued.

12

D. B. Ward et al,
vs. no. 227
Adeline B. Ward et al,

Dearee

1970.
Feb. 21
Enter this
B.W.

6.0.13 8/10 92 17

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF
WIGHT:

D. E. WARD ET AL

VS

ABERLE B. WARD ET AL

This cause came on this day to be again heard on the papers formerly read and on the report of George F. Whitley, Special Commissioner, this day he leave of Court filed, to which report there ^{is} no exception, and was argued by Counsel.

And it appearing from said report that the said Special Commissioner has collected from Abale B. Curtis the sum of \$13,500.00, and has executed to the said Abale B. Curtis a deed with SPECIAL WARRANTY, conveying to her the property in the bill and proceedings mentioned, and has paid the cost in this suit as follows:

A. B. Johnson, Clerk's fee	\$12.50
A. B. Johnson, Commissioner in Chancery	50.00
Geo. F. Whitley, taxed attorney's fee	15.00
A. B. Barrett, premium on bond	50.00
Geo. F. Whitley, drawing Special Commissioners deed	10.00
R. A. Edwards, Crier's fee	25.00
Sotary for acknowledment	.50
Revenue stamps for deed	12.50
C. W. Warren, witness fee	5.00
A. C. Lyon, witness fee	5.00
E. G. Enochell, witness fee	5.00
Geo. F. Whitley, drawing deed of release	5.00
Acknowledgment of deed of release	.50

Geo. F. Whitley, Special Commissioner,
commissions

399.00

Total

625.50

that there is now a balance of \$13,874.50 to the credit
of the said Special Commissioner, on consideration where-
of the Court both confirm the said report and both ad-
judge, order and decree that the said Special Commission-
er pay to George F. Whitley, Attorney, the sum of **150.00**

as an Attorney's fee; to Adale E. Curtis the sum of **3902.94**

at the age of fifty one years
it being her computed cover interest in the pro-
ceeds *in this suit* mentioned; to Ross C. Ward the sum of **4942.52**

it being her pro-rata share in said proceeds; to the
Merchants and Farmers Bank the sum of \$450.00, out of the
pro-rata share of D. B. Ward, which amounts to **3293.48**

the said \$450.00 being secured by a deed of trust on the
interest of the said D. B. Ward; to George F. Whitley
1267.79, out of the pro-rata share of D. B. Ward, and to
D. V. Ward the sum of **1476.00**, the balance in full

of his pro-rata share of the said proceeds. And the Court
both further adjudge, order and decree that the said Sp-
cial Commissioner forthwith place on time deposit in the
Merchants and Farmers Bank of the Town of Smithfield, Vir-
ginia, to the credit of this cause the sum of \$6587.36,

it being the amount of the pro-rata share of W. L. Ward
in the said proceeds. And the said Special Commissioner

is directed to lend out the said pro-rata share of the
said W. L. Ward, *(the infant Defendant)*, as soon as he may secure a loan for same,

said loan to be secured by a deed of trust on real estate,
and not to be for more than three fourths of its value, no

loan to be made however, until the title to the property
offered as security shall have been examined by the said

Special Commissioner and a certificate to the effect that
the title to and property offered in security for the said

3 2 4 3 2 1

18

33
15
10
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12

10
Wardutal
vs Cy 337
Adel B Wardutal.

Deere

1920
Aug 9th 1920
~~July 24~~

Enter this.

TBW.

LOB 8 page 9

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF
WIGHT:

D. B. WARD ET AL

VS

IN CHANCERY #337

ADELE B. WARD ET AL

This cause came on this day to be again heard on the papers formerly read and on the report of George F. Whitley, Special Commissioner, this day by leave of Court filed, to which report there are no exceptions, and was argued by Counsel.

And it appearing from said report that the said Special Commissioner after having advertised the property in the bill and proceedings mentioned, as provided for in the decree entered in this cause on the 14th day of June, did at 11 o'clock A M on the 17th day of July, in front of the United States Post Office in the town of Smithfield, Virginia, offer for sale the said property; that the tract of land in the bill and proceedings mentioned as "Carrolton" was knocked out to A. C. Lyon at \$11000.00, he being the highest bidder therefor; that the tract of land in the bill and proceedings mentioned as "Moonlight" was knocked out to James R. Rowell Jr. at \$5300.00, he being the highest bidder therefor; that the said bids for the said tracts of land did not equal in amount the assessed value as made by the witnesses testifying in this cause; that the said Special Commissioner recommends that the said sale be not confirmed; that the said Special Commissioner has received a written, cash bid from Adele B. Curtis for the said property offering \$12,500.00 for the said "Carrolton" tract, and \$7000.00 for the said "Moonlight" tract, and that the said Special Commissioner recommends the acceptance of the said written, cash bids as made by the said Adele B. Curtis,

for the said tracts of land, on consideration whereof the Court doth confirm the said report and doth adjudge, order and decree that the sale of the said tracts of land as made on the 17th day of July, 1920 be not, and the same is not, confirmed: And the Court doth further adjudge, order and decree that the written, cash bid as made by the said Adele B. Curtis be accepted, and the said Special Commissioner is hereby directed to execute a good and sufficient deed, with SPECIAL WARRANTY, conveying the said "Carrolton" and "Moonlight" tracts of land, respectively, to the said Adele B. Curtis, and to deliver the same to the said Adele B. Curtis upon the receipt of the sum of NINETEEN THOUSAND, FIVE HUNDRED (\$19,500.00) DOLLARS. And the said Special Commissioner is directed to pay all accrued cost in this suit and to report to Court his transactions hereunder.

And this cause is continued.

C.O.D. # 8. Book 2.

8

D. B. WARD ET AL

VS) IN CHANCERY #337

ADDIE B. WARD ET AL

DECRET

1920
July 19"
Entered this
B.D.W.

C.O.B. # 8- page 3.

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE
OF WIGHT:

D. B. Ward and Rose C. Ward,.....Plaintiffs

VS) IN CHANCERY

Adele B. Ward and W. L. Ward, an infant under the
age of twenty-one,.....Defendants

This day, came the complainants, D. B. Ward and Rose C. Ward and by leave of Court filed their bill of complaint against Adele B. Ward and W. L. Ward, the last named being an infant under the age of twenty-one years; and upon motion of the complainants, the Court doth appoint E. H. Williams, a discreet and competent attorney at law, practicing in this Court, as guardian ad litem for the infant defendant, W. L. Ward, to defend his interest therein; and, on motion of the said guardian ad litem, ~~he is hereby given leave~~ ^{is given him} to file his own answer, and the answer of the said infant defendant to the said bill of complaint, which is accordingly filed; and, on motion of the defendant, Adele B. Ward, ~~she is hereby given leave~~ ^{is given her} to file her answer to the said bill of complaint, and the same is accordingly filed, to which said answers the said complainants replied generally; and, on motion of said complainants, this cause is placed upon ^{the} docket. Whereupon, this cause came on to be heard upon the bill of complaint, and upon the answer of the guardian ad litem and the infant defendant by the said guardian ~~ad~~ litem, and upon the answer of the said defendant, Adele B. Ward, and upon the general replications to said answers:

On consideration whereof, the Court doth ad-

judge, order and decree that this cause be referred to one of the Commissioners of this Court, who will inquire in-to and report to the Court the following inquiries:

1st; Of what real estate ^{the said father has} ~~is~~ siezed and possessed, with a description of said land ^{its condition, the instruments thereon, the quantity of timber,} and where located.

2nd. Whether the said real estate can be conveniently divided among the several parties entitled there-

to: ^{and if the same cannot be conveniently divided to: whether it is to be sold for the benefit of all parties who are to share in such and the proceeds be divided among them as}

3rd. And if the same can not be conveniently divided, whether any party will take the entire property and pay therefor to the other parties such sums of money as their interest may entitle them to.

4th. The annual and fee-simple values of the real estate in the bill and proceedings mentioned, and the respective interest of the parties entitled thereto, and how the same were acquired, and the age of the ^{infant} defendant.

5th. Whether or not there are any liens ~~on~~ ^{against} the said land for delinquent taxes or otherwise, and whether or not there are any liens ^{against} ~~on~~ the interest of any party in the said land.

6th. Whether ~~all~~ the proper and necessary parties are properly before the Court.

Which several inquiries the said Commissioner shall make and report to Court, together with any matter specially stated or deemed pertinent by himself or required by any party in interest to be stated together with the testimony taken by him.

asking to be reflected interest; or by an attachment of a part of

4

D. B. Ward et al

VS) 337

Adele B. Ward et al

Decree of Reference

14th
May 24
Entered
B.W.

C.D.B. 7-546.

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

VIRGINIA,

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

D. B. Ward et al

VS:

Adelle B. Ward et als.

This cause came on this day to be heard on the papers formerly read and on the report of Geo. F. Whitley, Special Commissioner, this day by leave of court filed, to which report there are no exceptions, and was argued by counsel.

And it appearing from said report, together with the receipt filed therewith, that the said Special Commissioner has paid to William Ward the sum of (\$ 4, 587.36) and has assigned to him the bond of Mary Ann Barrow in the amount of (\$ 2,000.00), it being the distributive share of the said William Ward in the proceeds derived from the sale of the property, in the bill and proceedings mentioned, on consideration whereof the court doth confirm the said report.

And there remaining nothing further to be done in this cause, the same is ordered to be stricken from the docket.

337

D. B. Ward et al

VS

Adelle B. Ward et als

Decree

1927.
May 2.
Enter this
B. Dw.

Book 8
page 386

VIRGINIA,

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

D. B. Ward et al

VS:

Adelle B. Ward et als.

TO THE HONORABLE JUDGE OF THE SAID COURT:

The undersigned Special Commissioner begs leave to make the following report:

That he has paid to William Ward the sum of (\$ 4,587.36) and has assigned to him the bond of Mary Ann Barrow in the amount of (\$ 2,000.00), as will be shown by his receipt filed herewith, it being the amount of his distributive share in the proceeds derived from the sale of the property, in the bill and proceedings mentioned.

Respectfully submitted,


Special Commissioner

D. B. Ward et al

VS

Adellen B. Ward et als

Special Commissioner's
report

RECEIVED OF Geo. F. Whitley, Special Commissioner in the
suit of D. B. Ward et al Vs Adelle B. Ward, the sum of \$4,587.36,
and the assignment of the bond of Mary Anne Barrow in the amount
of \$ 2,000.00, making a total of \$ 6,587, 36, the same being my
distributive share in the proceeds derived from the sale of the
land in the bill and proceedings mentioned.

Given under my hand this 27th day of April, 1927.

William F. Ward-

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT,
VIRGINIA.

D. B. Ward et al.,

Plaintiff

VS

Adelle B. Ward et als. ,

Defendants

This cause came on this day to be again heard upon the papers formerly read, and upon the report of Geo. F. Whitley, Special Commissioner, this day by leave of Court filed, to which report there are no exceptions, and upon the petition of William Ward, and was argued by counsel.

And it appearing from said report that the amount due William Ward, the infant defendant in this cause, is \$ 6,587.36; that \$4, 587.36 of said amount is deposited to the credit of this cause in The Merchants and Farmers Bank, Incorporated of Smithfield, Virginia; that \$ 2,000.00 of said amount has been loaned to Mary Anne Barrow, and is secured by first Deed of Trust on real estate located in the town of Smithfield, Virginia, on consideration whereof the Court doth confirm the said report.

And, it appearing from the petition of the said William Ward, that he became twenty-one (21) years of age on the first day of March, 1927; that he desires the said sum of \$4, 587.36 be paid to him, and that the bond securing the said sum of \$2,000.00 be assigned to him by the said Special Commissioner, on consideration whereof the Court doth adjudge order, and decree; that said Geo. F. Whitley, Special Commissioner, pay to the said William Ward, the sum of \$4, 587.36, and assign to

the said William Ward the said Bond of \$2,000.00, together with the Deed of Trust securing same.

And the said Special Commissioner shall report to Court how he has executed this decree.

And this cause is continued.

337

Ward et al Vs Ward et als

Decree

1927

Apr. 13.

Enter this.

B. D. W.

Book 84
page

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT,
VIRGINIA.

D. B. Ward et al

Plaintiff

VS

Adelle B. Ward et als

Defendants

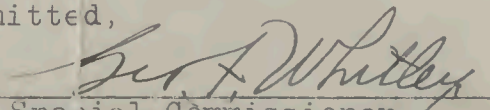
TO THE HONORABLE JUDGE OF THE SAID COURT:

The undersigned Special Commissioner begs leave to make the following report:

That the amount due William Ward out of the proceeds derived from the sale of the property in the bill and proceedings mentioned is \$ 6, 587.36; that there is deposited in the Merchants and Farmers Bank of Smithfield, Virginia, to the credit of this cause \$ 4,587.36; that \$2,000.00 of the amount due the said William Ward has been loaned out by your Commissioner to Mary Anne Barrow, and is secured by first Deed of Trust on real estate located in the town of Smithfield, Virginia; that the said William Ward has filed his petition in this suit, wherein he states that he became twenty-one (21) years of age on the first (1) day of March 1927; and, that the prayer of the said petition of the said William Ward ask that your Commissioner be directed to pay to him the amount of money in the hands of your Commissioner, and to assign to him the Bond above mentioned.

Your Commissioner respectfully ask that he be directed to pay to the said William Ward the sum of \$ 4, 587.36, and to assign to the said William Ward the said Bond above mentioned of \$ 2,000.00.

Respectfully submitted,


Special Commissioner

Ward et al

Vs:

Ward et als

Special Commissioner's
report.



GEO. F. WHITLEY
COUNSELLOR AT LAW

NO. _____

SMITHFIELD, VA.,

June 2, 19 *22*

PAY TO THE ORDER OF

W. E. Lamine Jr.

\$ *15⁷⁵₁₀₀*

Fifty two

00

75²²₁₀₀

DOLLARS

TO THE MERCHANTS AND FARMERS BANK,

SMITHFIELD, VA.,

68-234

As per

*A.B. Grant
a.B. Grant*

Geo. F. Whitley

Pay Bank of Smithfield,
Smithfield, Va. or Order
W. E. Laine, Treasurer.

235
010

PAY TO THE ORDER OF
BANK OF SMITHFIELD
SMITHFIELD, VA.
JOHN I. COFER, Cashier
JUN 4 1922
ANY BANK, All Prior Endorsements Guaranteed
68-233

Received of Geo. F. Whitley, Special Commissioner
in the suit of Ward vs Ward, the sum of \$866.56,
interest due to Jan 5th, 1923, on the money loaned
in the above suit.

A. B. Curtis

Guardian for W. L. Ward.

TAXES AND LEVIES, 1922

TOWN OF SMITHFIELD

M. r. Geo. F. Whitley S. C.
for W. B. Ward on A. B. Ward

Land.....Page.....Line.....

Personal Property...Page.....Line.....

Income.....Page.....Line.....

To W. E. LAINE, Treasurer of ISLE OF WIGHT COUNTY, VIRGINIA, Dr.

No. 456

Local Rate on Intangibles
(Classes 1, 6).....for Roads.....on \$100
(Classes 5, 2).....for Roads.....on \$100

Valuation

Rate of
State Tax
on \$100

State Tax

Rate of
Local Levies
on \$100

Local Levies

Total
Tax and
Levies

Real Estate.....Acres \$

Real Estate.....Acres

Real Estate.....Acres

Real Estate.....Acres

Tangible Property.....

Class 4 (Money).....

Class 6 (Bonds of Counties, Cities
and Towns of this State).....

Class 1 (Bonds, Notes and other
evidences of debt)..... Value \$

Class 5 (Shares of
Stock)..... Value \$

Class 2 (Capital).....

Income.....

State Poll (or Capitation) Tax.....

CREDITS

Date

Account

Amount

\$

Total Taxes and Levies.....

Received payment:

Five Per Cent. Penalty.....

Total Taxes, Levies and Penalty...

Treasurer.

LOCAL RATES—REAL ESTATE AND TANGIBLE PROPERTY

County Levies

County Levy.....\$.50
County School Levy.....\$.40
Total.....\$.90

Statement Rendered
W. E. LAINE, Treas.
JUN 9 1923
6000

21 00
1 05
22 05

Date.....

THE AMERICAN SURETY COMPANY OF NEW YORK, Inc.

F. W. LAFRENTZ, PRESIDENT



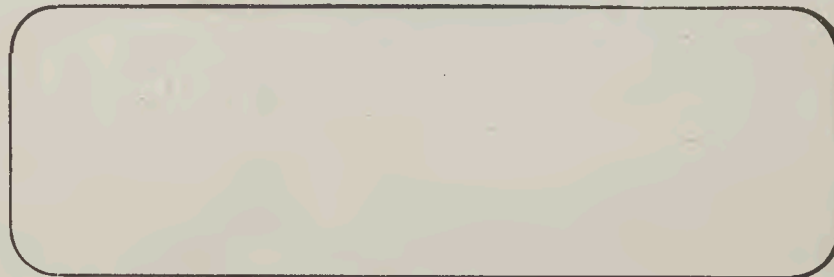
COMPANY'S HOME OFFICE
BUILDING

CLIENT'S RECORD OF PAYMENT

BANK

CHECK NO.

DATE.....



For Premium on Bond as follows:

PREMIUM IS FOR CONTINUING OBLIGATION SPECIFIED FOR PERIOD STATED. COMPANY DOES NOT ASSUME LIABILITY DURING ANY YEAR OR YEARS, FOR ANY DEFAULTS, IN AGGREGATE, EXCEEDING AMOUNT OF ITS SURETYSHIP AS DETERMINED BY ORIGINAL OBLIGATION OF SURETYSHIP, EXCEPT AS SAME MAY BE SPECIFICALLY INCREASED OR DECREASED IN ACCORDANCE WITH CERTIFICATE EXECUTED AS SPECIFIED IN SUCH ORIGINAL OBLIGATION.

BOND NO.	NAME OR TITLE	DATE DUE	PREMIUM
364460-A	George F. Whitney Spl. Commr. in Matt. of D.B. Ward, et al. Adel B. Ward, et al. Smithfield, Va. Agt. A. S. Barrett.	6-22-23	\$16 00

Premium is for one year unless otherwise specified.

Smithfield, Va.

191

Mr G. F. Whitley & Co. Hard vs A. B. Hard

Sum paid in

~~A. S. BARRETT~~

General Insurance

Loans and Investments

NOTARY PUBLIC

If You Have Money to Loan

If You Want to Borrow

File Your Needs With Me

MAIN STREET

1913	COMPANY	No. POL.	AMOUNT	RATE	TIME	PREMIUM
Jan 5	AGRICULTURAL Bond	364460.A				
-	ATLAS Hard vs A.B. Hard	to 6/2/22		1600		
	EDONTABLE do	to 6/2/23		1600		
	HARTFORD			3200		
	WILLIAMSBURG CITY					
	S. U. & NATIONAL					
	NEWARK					
	LONDON ASSURANCE					
	AM. U. FIRE					

Paid 6/5/23
H. S. Barrett agt

H. H. Keate Recd

8/15/23

Received of George F. Whitley, Special Commissioner in the suit of Wax vs Ware the sum of ONE HUNDRED AND FIFTY (\$150.00) DOLLARS, attorney's fee in the above suit.

Signed Aug. 27th, 1920

George F. Whitley

Received of George F. Whitley, Special Commissioner in the suit of Ward vs Ward, the sum of THREE THOUSAND, FIVE HUNDRED AND TWO AND 94/100 (\$3902.⁹⁴) DOLLARS, it being in full for my commuted dower interest in the proceeds derived from the sale of the land in the said suit.

Signed, August 3rd, 1920

Adelle B. Curtis -

Received of George P. Whitley, Special Commissioner in the suit of Ward vs Ward the sum of FOUR THOUSAND NINE HUNDRED AND FORTY AND 52/100 (\$4940.52) DOLLARS, settlement in full for my share of the proceeds derived from the sale of the property in the above suit.

Signed Aug. 5th, 1920

Rose C. Ward

Received of George P. Witley, Special Com-
missioner in the suit of Ward vs Ward, the sum of FOUR
HUNDRED AND FIFTY DOLLARS (\$450.00), in full for am-
ount secured by deed of trust on interest of L. B. Ward
in the estate of W. L. Ward.

Singap Aug. 3rd, 1920

The Merchants and Farmers Bank

J. R. Kamecey
Cashier

Received of George F. Whitley, Special Commissioner in the suit of Ware vs Ware the sum of ONE THOUSANT, THREE HUNDRED AND SIXTY SEVEN AND 79/100 (\$1367.79) DOLLARS, in full for amount secured by a deed of trust on interest of D. B. Ware in the lands of W. L. Ware, deceased.

Signed Aug. 3rd, 1920

Geo. F. Whitley.

Received of George F. Whitley, Special Commissioner in the suit of Ward vs Ward the sum of ONE THOUSAND, FOUR HUNDRED AND SEVENTY SIX (\$1476.00) DOLLARS, it being in full for my interest in the proceeds derived from the sale of the land in the above suit.

Signed Aug. 3rd, 1920

D. B. Ward

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

D. B. WARD, et al

Plaintiffs,

VS)

ADELE B. WARD, et als

Defendants

TO THE HONORABLE B. D. WHITE, JUDGE OF THE SAID COURT:

The undersigned Special Commissioner begs leave to make the following report:

That pursuant to a decree entered in this cause on the 21st day of September, 1920, your Commissioner did lend to Adele B. Curtis the sum of \$6,587.36, taking from her a bond for said amount, dated on August 3rd, 1920, bearing interest from date and secured as provided for in said decree; that on January 5th, 1923 the said Adele B. Curtis paid to your Commissioner the sum of \$6,587.36 the amount of said bond, together with the interest due thereon, amounting to \$955.15, making a total of \$7,542.52; that said Special Commissioner has paid out of said interest, taxes amounting to \$35.70, premiums on Special Commissioner's bond \$48.00, to George F. Whitley, Attorney, fee for drawing report and decree \$5.00, leaving a balance of \$866.56 of said interest.

Your Commissioner here states that he did on January 5th, 1923, place on time deposit in the Merchants & Farmers Bank Inc. of Smithfield, Virginia, to his credit the said principal sum of \$6, 587.36, and has paid to Adele B. Curtis, Guardian of W. L. Ward the sum of \$866.56, the balance of said interest.

Respectfully submitted,


Special Commissioner

13

D. B. Ward, et als

Vs.

Adele B. Ward, et als,

REPORT.

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF
WIGHT:

D. B. WARD ET AL
VS
ADELE B. WARD ET AL

TO THE HONORABLE B. D. WHITE, JUDGE OF THE SAID COURT:

The undersigned Special Commissioner begs leave
to make the following report:

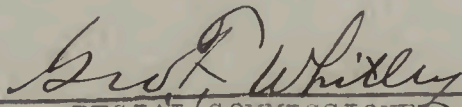
That pursuant to a decree heretofore entered in
this cause your commissioner has paid out ~~of~~ the funds in
hand as follows; receipts for same being filed herewith:

George F. Whitley, attorneys fee	\$150.00
Adele B. Curtis, commuted dower interest	3902.94
Rose C. Ward, pro-rata share	4940.52
The Merchants & Farmers Bank, out of the pro-rata share of D. B. Ward	450.00
George F. Whitley, out of the pro-rata share of D. B. Ward	1367.79
D. B. Ward, balance of pro-rata share	<u>1476.00</u>
TOTAL	<u>\$12287.25</u>

that your commissioner has loaned to Adele B. Curtis the
sum of \$6587.36, the pro-rata share of W. L. Ward, taking
from the said Adele B. Curtis her bond for the said amount,
dated on August 3rd, 1920, payable one year after date,
with interest from date, to the said Special Commissioner,
and secured by a first deed of trust on the property in
the bill and proceedings mentioned, which bond and deed
of trust are filed with the papers in this cause.

Your commissioner respectfully requests that the
amount of the bond which was given by him in this cause,
be reduced to \$8000.00.

Respectfully submitted.


SPECIAL COMMISSIONER

D. B. Ward et al.
vs. M. 327
W. B. Ward et al

Special Comm report

1970
Sept 30
W. B. Ward

W. B. Ward

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF
WIGHT:

D. B. WARD ET AL

VS

AMNER B. WARD ET AL

TO THE HONORABLE R. D. WHITE, JUDGE OF THE SAID COURT:

The undersigned Special Commissioner begs
leave to make the following report:

That pursuant to a decree entered in this
cause on the ____ day of July, 1920, your commissioner
has collected from Adele B. Curtis the sum of \$19,500-
00, and has executed a deed, with SPECIAL WARRANTY, con-
veying the land in the bill and proceedings mentioned to
the said Adele B. Curtis, and has delivered the same to
her; that he has paid out of the said amount in hand the
cost of this suit as follows:

A. B. Johnson, Clerk's fee	\$13.50
A. B. Johnson, Commissioner in Chancery	60.00
Geo. F. Whitley, taxed attorney's fee	15.00
A. B. Barrett, premium on bond	50.00
Geo. F. Whitley, drawing Special Com- missioner's deed	10.00
R. A. Edwards, Crier's fee	25.00
Notary for acknowledgment	.50
Revenue stamps for deed	19.50
E. W. Warren, witness	5.00
A. C. Lyon, witness	5.00
H. C. Dashiell, witness	5.00
Geo. F. Whitley, drawing deed of release	5.00
Acknowledgment deed of release	.50

399.00

3625.50

Respectfully submitted.

Geo. F. Whitley
Special Commissioner

9

Ward et al

vs Cy 337

Adel B Ward et al

Report of
Special Commissioner.

Filed Aug 9. 1920

Adel B Ward
vs Cy 337

VIRGINIA: CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT:

D. D. WARD ET AL

VS

IN CHANCERY #337

ALBIE B. WARD ET AL

TO THE HONORABLE B. D. WHITE, JUDGE OF SAID COURT:

The undersigned Special Commissioner begs leave to make the following report:

That pursuant to a decree entered in this cause on the 14th day of June, 1920, the said Special Commissioner, after having advertised the property in the bill and proceedings mentioned, as required by the aforementioned decree, did on the 17th day of July, 1920, at 11 o'clock, in front of the United States Post Office in the Town of Smithfield, offer for sale at public auction the said property; that the tract of land in the bill and proceedings mentioned as "Carrolton" was knocked out to A. C. Lyon at ELEVEN THOUSAND (\$11000.00) DOLLARS, he being the highest bidder therefor; that the tract of land mentioned in the bill and proceedings as "Moonlight" was knocked out to James R. Rowell Jr. at FIFTY THREE HUNDRED (\$5300.00) DOLLARS, he being the highest bidder therefor.

Your Commissioner respectfully recommends that both of said sales be not confirmed as neither of said bids make for the said tracts of land amount to as much as the assessed value, as made by the witnesses testifying in this cause, and for the further reason that your Commissioner does not believe that the property brought its value.

Your Commissioner respectfully represents that Adale B. Curtis has filed with him ~~an un-settled~~^a cash bid, which is herewith filed, offering \$12,500.00 for the tract of land in the bill and proceedings mentioned as

"Carrolton", and \$7000.00 for the tract of land mentioned
in the bill and proceedings as "Moonlight".

Your Commissioner respectfully recommends that
the bid as made by the said Adele B. Curtis be accepted.

Respectfully submitted.

Geo. F. Whitley
Special Commissioner

7

D. E. WARD ET AL

V3) IN CHANCERY #337

ADELE R. WARD ET AL

Special Commissioner's
Report

1955
July 19
Filed B.D.

Admitted to the
Bar of the State of New York
July 19, 1955
J. B. D.

Admitted to the
Bar of the State of New York
July 19, 1955
J. B. D.

State of Virginia,

County of Isle of Wight, to-wit:

This day personally appeared, H/ M. Thacker, before me,

Geo/ F. Whitley, a Commissioner in Chancery for the Circuit Court

for the said County, in my county aforesaid and made oath as follows: That he is over 21, years of age; that John Thacker, deceased was his uncle; that his said uncle died leaving ✓ serving him the following named children: Walter A. Thacker, Gracie Barlow, Virginia Thomas, Maggie Moody, and Willie B. Thacker, and that these were all the children he left.

H. M. Thacker

Subscribed and sworn to before me this 10th, day of June
1920/

Geo. F. Whitley
Commissioner in Chancery/

Simpson's Ideal Pharmacy

PURE DRUGS AND MEDICINES

FINE STATIONERY, FANCY GOODS

VICTROLAS AND RECORDS

TOILET ARTICLES

SMITHFIELD, VA.

Smithfield, Va. June 17th 1920

A. S. BARRETT

Loans and Investments

If You Have Money to Loan

If You Want to Borrow

File Your Needs With Me

MAIN STREET

AGRICULTURAL	Power Bond						
ATLAS	A.S. Co. 4/19	#82	20,000,-	3 ⁰⁰	1 ¹⁴	6000	
EQUITABLE							

A. C. Lyon being duly sworn, deposes and says:

Q. Please state your name, age, residence and occupation? Ans. A. C. Lyon, thirty years of age, residence, Windsor, in Isle of Wight County, Virginia, occupation- dealer in real estate.

Q. The bill in this suit states, that Dr. W. L. Ward, in the year 1917, died, seized and possessed of certain real estate, in Hardy Magisterial district, in this County, adjoining the lands of J. R. Morris, Joe Davis, G. B. Washington, Surry Lumber Company and others, containing about five hundred acres---are you acquainted with this land? Ans. In company with Mr. H. G. Deshield and Mr. C. W. Warren, I have today, been over the land, in this County, which Dr. Ward owned at the time of his death, there being two tracts, one known as the "Moonlight" tract, estimated as containing one hundred and fifty acres, and another, known as the "Carroll" tract, estimated to contain one hundred and seventy-five acres. The statement of the acreage in the bill, appears to be a great deal too much.

Q. For what purpose did you go over this land? Ans. For the purpose of making an estimate of its value.

Q. Where are these two tracts of land located? Ans. About six or seven miles from Smithfield, and about three miles from Rushmere.

Q. How many acres of open land are there in the "Moonlight" tract, and in what condition? Ans. About fifty acres of open land, in very ordinary condition, the fences are bad and the buildings are poor.

Q. Is there any merchantable timber in the woods? Ans. There is no merchantable timber. It appears to have been cut some three or four years ago, and cut clean.

Q. What do you consider a fair fee-simple value? Ans. Seven thousand dollars.

What a fair annual value? Ans. Five or six hundred dollars.

Q. How many acres of open land in the "Carroll" tract, and its condition? Ans. Ninety to One Hundred, and it is in fair condition. The fences are good, a good two story frame residence, and fair outbuildings. There being sufficient outbuildings to take care of the products of the farm.

Q. Is there any timber on this tract of land? Ans. No merchantable timber. There is a nice growth of young Pines on a few acres, which may be in shape to cut in ten or twelve years. No sooner.

Q. Where is this tract of land located? Ans. It adjoins the "Moonlight" tract on the West.

Q. What is a fair fee-simple value, and a fair annual value? Ans. Twelve thousand and five hundred fee-simple, and One thousand annual.

Q. The bill states that the three children of Dr. Ward are owners of this property, subject to the dower interest of Dr. Ward's widow. Do you consider that this property can be conveniently divided among the parties entitled to share therein? And. No, I do not.

Q. Can a part be allotted, the residue sold, and the proceeds divided conveniently? Ans. I feel satisfied that better results can be obtained by selling the entire property, and dividing the proceeds. The infants share to be invested as the law provides.

Q. Do you know of any party in interest, who wishes to take the entire property, and pay the others for their share? Ans. No.

Q. Should the two tracts be sold separately or together. Ans. Separately.

And further this deponent saith not.

H. G. Dashiell

H. G. Dashiell being duly sworn, deposes and says:

Please state your name, age, residence and occupation? Ans. H. G. Dashiell, thirty one years of age, live in Isle of Wight County, Virginia, and am a farmer.

Mr. Dashiell, are you acquainted with the land, in Isle of Wight County, of which Dr. W. L. Ward died siezed and possessed, and if so please state what you consider a fair fee s mple and a fair annual value? Ans. I went upon this land on this date to ascertain the value thereof and to view in connection with such appraisement, its general condition. I have read the testimony which Mr. A. C. Lyon has given, and the facts stated by him are those ascertain by all of us, and are, in detail, correct.

Mr. Dashiell, do you know who are the heirs of Dr. Ward? Ans. Yes, they are Don, Rose and W. L. junior.

Mr. Dashiell, did Dr. Ward leave a widow and is she still living? Ans. he did, Mrs Adelle W. Ward. She is still living.

And further this deponent saith not.

H. G. Dashiell

C. W. Warren being duly sworn, deposes and says:

Please state your name, age, residence and occupation? Ans. C. W. Warren, I am sixty one years of age, live in Smithfield, Isle of Wight County.

Please state if you are acquainted with the lands, in Isle of Wight County, of which Dr. W. L. Ward died siezed and possessed. Ans, yes sir, there are two tracts, "Moonlight" and the "Carroll" tract. I have been upon the land in company with Mr. H. G. Dashiell and Mr. A. C. Lyon for the purpose of viewing it and assessing its value. I have read Mr. Lyon's testimony and agree with what he has stated, in detail.

And further this deponent saith not

C. W. Warren

Adele B. Ward being duly sworn deposes and says as follows:

Q. State your name, age, occupation and residence.

A. Adele B. Ward, I will be 50 years old on the 17th day of January, 1921, and I live in Smithfield.

Q. You are the widow of W. L. Ward, deceased, are you not?

A. Yes sir.

Q. When did your husband die, Mrs. Ward?

A. Three years ago this June.

Q. Did your husband leave surviving him any children? If so please state their names and ages.

A. He left three, two sons and one daughter, namely: D. B. Ward, age 26, W. L. Ward, age 14, and Rose C. Ward, age 22, July 1920.

Q. Mrs. Ward, please state whether or not you desire your dower interest in the lands of which your husband died seized and possessed, set aside or commuted and paid to you in cash.

A. I desire my dower interest commuted and paid to me in cash.

Q. Do you know whether or not any of the parties in interest desire to purchase the property and pay the others their share therein?

A. None of the parties desire to purchase the property and pay the others their share therein.

And further this deponent saith not.

Adele B. Ward -

VIRGINIA: CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

Ward et al

vs) Chancery. No. 337

Ward et al.

REPORT OF COMMISSIONER

TO HONORABLE B. D. WHITE,

JUDGE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF
WIGHT.

The undersigned, one of the Commissioners in Chancery of Your Honor's Court, respectfully reports to the Court as follows:

That the papers in the above entitled cause have been referred to him for the execution of a decree entered therein on the 3rd. day of May, 1920.

That on the 18th. day of May, 1920, your Commissioner, in the presence of George F. Whitley, counsel for the adult parties, and E. H. Williams, guardian ad litem, took the testimony of A. C. Lyon, C. W. Warren, and H. G. Dashiell, competent witnesses, from which testimony, (it being returned herewith to be read as a part of this report) and from the records filed in the Clerk's Office of this Court, he is informed as follows:

1."Of what estate the said parties are seized and possessed, with a description of the said land, its condition, the improvements thereon, the quantity of timber, and where located?" Answer: W. L. Ward died sometime in July,

1917, leaving him surviving, a widow, Adelle B. Ward, and the following named children, to-wit: D. B. Ward, a son, Rose C. Ward, a daughter (both adults) and another son, W. L. Ward (an infant). At the time of the death of the said W. L. Ward was was charged, on the Land Book, with three tracts of land, listed as follows:

40 acres, at Moonlight,	assessed at	\$ 1200.00
106 acres, adj. self,	"	900.00
150 acres, Carroll tract,	"	3600.00

The said tracts of land, because of the fact that the said W. L. Ward died intestate, go by inheritance, to the children aforesaid, share and share alike, subject to the dower of the widow therein: Abstracts of title to the several tracts hereinabove mentioned are as follows:

FORTY ACRE TRACT: George W. Carroll, in his life time, was seized of a large tract of land, from which this is carved, and by his last will and testament bearing date the 27th. day of October, 1862, and admitted to probate in the County Court of the County of Isle of Wight on the 2nd. day of November, 1863, Will Book No. 28, page 31, appointed N. P. Young as his executor, and empowered him to make sale of his lands. The said N. P. Young, as such executor, duly qualified on the 2nd. day of November, 1863; and, by an agreement entered into with one C. B. Turner, bearing date the 10th. day of August, 1874, obligated himself, as such executor, upon the fulfillment of the terms of said agreement by the said C. B. Turner, to convey to him, the said C. B. Turner, the following real estate, to-wit: " All that portion of the tract of land of which the said George W. Carroll dies siezed, in the County of Isle of Wight, which lies on the East side of First Swamp and includes the lands formerly owned by Archibald Carroll, the father of the said George Carroll, and the lands purchased by the said George W. Carroll from Oswald Crenshaw, from George

W. Holleman, from John W. Goodrich, and from the executor of Gray Carroll, deceased, not heretofore conveyed by the said George W. Carroll; which said agreement is entered of record in the said Clerk's Office in Deed Book No. 43, page 288; and, by his assignment, bearing date February 14th. 1879, and entered of record in Deed Book No. 44, page 742, assigned the agreement, and the money to come from the said land, to Everallin Carroll Todd and John W. Todd, her husband (incidentally I here mention the fact that these two folks are the parents of Mr. Carroll Todd, late Assistant Attorney General of the United States, and now of the law firm of Gregory, Todd, and some other person whose name I do not now recall); and, the said N. P. Young, executor as aforesaid, and the said Everallin C. Todd and John W. Todd, by their deed bearing date the 11th. day of September, 1890, and of record in Deed Book No. 55, page 349, conveyed the tract of land mentioned to the said C. B. Turner, and which contained, according to said deed, two hundred and sixty four acres, of which this forty acre tract is a part. C. B. Turner and wife, by their deed bearing date the 29th. day of August, 1892, and of record in Deed Book No. 57, page 267, conveyed one hundred acres of this tract of land to T. B. Bell. T. B. Bell and wife, by their deed bearing date the 29th. day of August, 1892, and of record in Deed Book No. 57, page 271, conveyed to W. L. Ward forty acres of this tract of land, the same being therein described as follows: "Commencing at a dead pine, a line or corner tree, on this tract of land and the land of R. R. Turner, standing on the public road leading from Burwell's Bay to Mill Swamp Church at the head of the avenue of the late James Williams; thence along a line of marked trees, in a S. West direction to a marked pine at or near the railroad track of the James River and Blackwater Railroad Co.; thence up and along the said railroad track to a chopped pine; thence along a line of marked trees to a chopped maple tree; thence along

and down a small branch across the road to the Courthouse on to a sweet gum (chopped) near the main run of Carrolls Swamp; thence up the run of said Swamp to the public road from Burwells Bay toward Mill Swamp Church; thence down and along the said road to the point of commencement, containing forty acres, more or less.

ONE HUNDRED AND SIX ACRE TRACT: This tract came as follows: Benjamin Ward, according to our earliest Land Book, 1824, was seized of a tract of land of 186 acres, and being so seized, sometime prior to the 1st. day of February, 1892, departed this life, and by his last will and testament, bearing date July 25th. 1889, and admitted to probate February 1st. 1892, in the County Court of this County, entered of record in Will Book No. 32, page 579, devised to Frances Syringfield, "to keep during her life, the farm whereon I now live, and after her death to the use of John W. Thacker during his life time that part of my farm North of a ditch nearest the house I live in and running from the swamp an Easterly course across the farm to C. B. Turner's land". "After the death of Jno. W. Thacker I give to his wife Mary F. Thacker and his children to them and their heirs forever the portion of the farm left to the use of John W. Thacker".

By affidavit filed with the evidence in this report, it appears that Walter A. Thacker, Gracie Barlow, Virginia Thomas, Maggie Moody and Willie B. Thacker are the children of John W. Thacker and Mary F. Thacker:

Gracie Barlow and Jno. S. Barlow, her husband; Virginia L. Thomas and Algie Thomas, her husband; W. A. Thacker and Annie B. Thacker, his wife, by their deed bearing date January 22nd. 1910, of record in Deed Book No. 77, page 631, conveyed their interest in said land to W. L. Ward. W. B. Thacker, by his deed bearing date the 20th. day of December, 1911, of record in Deed Book No. 79, page 400, conveyed his

interest in said land to B. O. Thomas. B. O. Thomas, Mary F. Thomas his wife, (who was Mary F. Thacker, so I am informed by responsible people, though not under oath, she having, after the death of her former husband, Jno. W. Thacker, married the said B. O. Thomas) and Maggie E. Thacker, by their deed bearing date the 8th. day of February, 1910, and of record in Deed Book No. 81, page 275, conveyed their interest in said land to said W. L. Ward. This appears to complete the title to the said tract of land in W. L. Ward. W. L. Ward and wife, by their deed bearing date March 25th. 1919, and of record in Deed Book No. 79, page 157, conveyed to B. O. Thomas a part of the last mentioned tract of land, bounded North by the lands of George Washington, East by Surry Lumber Company, West by Surry Lumber Company, and South by a line ditch, being the line between this land and the land of Miss Frances Stringfield, devised to her by the will of Benjamin Ward and at her death to the heirs of Wm. A. Stott, deceased, containing eighty acres, more or less. This leaves title complete in W. L. Ward for 106 acres of this tract of land.

ONE HUNDRED AND FIFTY ACRE TRACT OF LAND- "Carrollton".

The same George W. Carroll, mentioned above, was the owner of this tract of land at his death, and under the last will and testament of the said George W. Carroll, mentioned hereinbefore, his executor, N. P. Young, was given the power to dispose of the same. This tract of land came to W. L. Ward by deed from W. D. Turner and wife, the said W. D. Turner having derived the land by devise from his mother Martha R. Turner, to whom the said N. P. Young, as executor of George Carroll, conveyed it some year ago, though said Martha R. Turner never had her deed for it recorded. In consequence of this failure, the said W. L. Ward, at the Second March Rules, 1908, of this Court, filed his Bill praying conveyance of the said property to him as assignee of the said W. D. Turner. In this suit W. D. Turner, in his own right and as administrator

of Martha R. Turner, deceased, W. A. Edwards, Sheriff of the County of Isle of Wight and as administrator d.b.n. c.t.a. of N. P. Young, deceased, and as such administrator d.b.n.c.t.a. of the estate of George W. Carroll, deceased, Sallia A. Turner, wife of said W. D. Turner, Everallin C. Todd and John W. Todd, her husband and Archer Carroll, were made parties defendant, together with W. H. Miars and Martha A. Miars. The Bill recites that sometime in 1862 George W. Carroll died seized of the property mentioned; that he appointed N. P. Young as his executor and gave him, in said will, power to sell the real estate mentioned; that in pursuance to the terms of the said will said N. P. Young, on the 18th. day of September, 1876, covenanted with one W. H. Miars to sell the said Miars "Carrollton" containing three hundred acres; that Miars was unable to fulfill and perform his part of the said contract and, on the 22nd. day of August, 1884, together with his wife, conveyed to N. P. Young the said tract of land to sell either at public auction or private sale, as in his discretion may seem best, upon such terms as may appear to him expedient, the said tract of land, and after paying off the costs, and indebtedness, the balance to be paid to said W. H. Miars; that in the year 1884, the said N. P. Young, acting as trustee for the said Miars, and in accordance with the terms of the said trust deed, sold the said tract of land at public auction at which sale the said Martha R. Turner became the purchaser; that the said N. P. Young, trustee and executor aforesaid, immediately delivered to the said Martha R. Turner a deed for the said tract of land; that she, immediately, took possession thereof, paid all the purchase money to said N. P. Young, and remained in quiet possession thereof as long as she lived, and, by her last will and testament, bearing date the 17th. day of March, 1903, admitted to probate May 2nd. 1904, and entered of record in Will Book 34, page 16, devised the said land to her son the said W. D. Tur-

ner. The facts stated in the will as to the trust deed between W. H. Miars and wife to N. P. Young, trustee, and the will of Martha R. Turner are substantiated by the record. The suit mentioned was duly matured and all parties served with process as the law required. By decree entered therein on the 1st. day of June, 1908, W. A. Edwards was appointed a special commissioner for the purpose and directed to convey, as such special commissioner, and as administrator d.b.n. c.t.a. of the estate of N. P. Young, deceased, executor of said George W. Carroll, to convey the said tract of land to the said W. L. Ward. The suit appears to have been properly conducted and all necessary persons made parties thereto. The said W. A. Edwards, in obedience to said decretal order, by his deed bearing date the 16th. day, of June, 1908, entered of record in Deed Book No. 75, page 537, conveyed the said tract of land to the said W. L. Ward. W. L. Ward and wife, by their deed bearing date the 7th. day of February, 1912, and of record in Deed Book No. 79, page 445, conveyed to C. B. Hundley, from the said "Carrollton" tract of land, one hundred and fifty acres, describing the same therein as the "Goodrich" tract bounded North by the lands of William L. Ward, East by the lands of B. Hardy Delk and B. O. Gwaltney, South by the lands of Thomas H. Batten and C. J. Clark, and West by the lands of Chester Hundley. This leave to W. L. Ward one hundred and fifty acres of the "Carrollton" tract.

The "Moonlight" tract, composed, as aforesaid, of the forty acre tract and the one hundred and six acre tract, has about fifty acres of open land, only ordinary, with poor fences and ordinary buildings. It lies about seven miles from Smithfield and about three miles from Rushmere. The "Carrollton" tract has about ninety to a hundred acres in open land, in fair condition, with good buildings. There is a little timber growing on the "Carrollton" tract described in the tes-

timony as a nice growth of young pines on a few acres which may be cut in ten or twelve years from now. There is no merchantable timber on any of the rest of either tract. The buildings on the "Carrollton" tract are in good shape, there being sufficient outbuildings to take care of the farm production.

2. "Whether the same can be conveniently divided among the several parties entitled thereto; and if the same cannot be conveniently divided whether it would be to the interest of all parties that the same should be sold and the proceeds divided among the parties according to their respective interest; or by an allotment of part and a sale of the residue"?. Answer: The only convenient way to make a division of the property mentioned is a sale of the whole, and a division of the proceeds of sale, as provided by law.

3. "And of the same cannot be conveniently divided, whether any party in interest will take the entire property and pay therefor to the other parties such sums of money as their interest may entitle them to?" Answer: No one, it appears wishes to take the property, the whole or any part of it.

4th. "The annual and fee simple values of the real estate in the bill and proceedings mentioned, and the respective interest of the parties entitled thereto, and how the same were acquired, and the age of the infant defendant?" Answer: The annual value of "Moonlight" is five or six hundred dollars and the fee simple value is seven thousand dollars. The annual value of "Carrollton" is one thousand dollars and the fee simple value is twelve thousand five hundred dollars. The interest of the parties is as follows: Adelle B. Ward, widow, dower, which, it appears, she wishes to be commuted and paid to her in cash. Rose C. Ward, one third, D. B. Ward one third, less one ninth, and W. L. Ward, junior, one third plus one ninth. The difference in the amount of interest is brought about by the fact that D.

D. B. Ward, by his deed bearing date the 28th. day of November, 1917, entered of record in Deed Book No. 87, page 242, conveyed his interest in the said two tracts of land herein mentioned to Adelle B. Ward, Rose C. Ward and W. L. Ward, junior; then, on the 6th. day of September, 1918, Adelle B. Ward, Rose C. Ward and W. L. Ward, junior, by their deed of that date, which is entered of record in Deed Book No. 89, page 371, conveyed back to said D. B. Ward the same that he conveyed to them by the deed first aforesaid, in this clause. W. L. Ward, junior, could not reconvey to D. B. Ward what D. B. Ward had conveyed to him, he being an infant, hence it follows that D. B. Ward owns one ninth less than he inherited, and W. L. Ward, junior, owns one ninth more than he inherited. The interest of Rose C. Ward is an inherited interest. The interest of W. L. Ward, junior, is one third inherited and one ninth by grant. The interest of D. B. Ward is two ninths, by grant from Adelle B. Ward and Rose C. Ward. The infant defendant is fourteen years of age; D. B. Ward is twenty six years of age, and Rose C. Ward twenty two years of age. The widow ^{was, on the 17, day of January 1920,} is fifty years of age.

5th. "Whether or not there are any liens against the said land for delinquent taxes or otherwise, and whether or not there are any liens against the interest of any party in said land?"

Answer: W. L. Ward (senior) by his deed bearing date the 29th. day of August, 1892, conveyed the tract of forty acres, herein mentioned, to W. P. Wilson, trustee, in trust to secure to T. B. Bell the payment of the sum of \$592.25, evidenced by a bond of even date with said deed, payable in five equal installments, of \$118.45, January 1st. 1894, 95, 96, 97 and 98. This deed of trust is not released of record, but as the last payment fell due more than twenty years ago, action thereon is barred. W. L. Ward and wife, by their deed bearing date the 1st. day of January, 1904, and of record in Deed Book No. 69, page 162, conveyed the "Carrollton" tract to R. E. Boykin, in trust to secure to W. D. Turner the payment of the sum of \$4000.00, evidenced by four bonds for \$1000.00 each, payable in one, two, three and four years from

date, said bonds being of even date with said deed of trust. This deed of trust is not released, but is still and outstanding and subsisting lien upon said real estate. D. ~~R~~ Ward, by his deed bearing date the 6th. day of September, 1918, entered of record in Deed Book No. 88, page 565, conveyed his interest in said land herein mentioned (both tracts), to J. R. Rowell, in trust to secure to The Merchants & Farmers Bank the payment of the sum of \$300.00, evidenced by a negotiable note of even date therewith, payable ninety days after date. This deed of trust is not released of record, and is an outstanding and subsisting lien upon the interest of said D. B. Ward. D. B. Ward, by his deed bearing date the 2nd. day of October, 1919, entered of record in Deed Book No. 88, page 606, conveyed ^{his interest} the two tracts of land herein mentioned to J. R. Rowell, in trust to secure to The Merchants & Farmers Bank, Inc., the payment of the sum of \$150.00, evidenced by a negotiable note of even date therewith, payable ninety days after date. This deed of trust is not released, and is an outstanding and subsisting lien upon the said interest. D. B. Ward, by his deed bearing date the 28th. day of January, 1920, entered of record in Deed Book No. 90, page 103, conveyed his interest in "Moonlight" tract herein mentioned to George F. Whitley, in trust to secure to T. H. Delk the payment of the sum of \$325.00, evidenced by a note of even date therewith, payable one year after date. This deed of trust is not released. Rose C. Ward, by her deed bearing date the 30th. day of January, 1920, entered of record in Deed Book No. 90, page 130, conveyed her interest in "Moonlight" tract herein mentioned to George F. Whitley, in trust to secure to T. H. Delk the payment of the sum of \$375.00 evidenced by a note of even date therewith, payable one year after date. This deed of trust is not released. D. B. Ward, by his deed bearing date the 9th. day of April, 1920, entered of record in Deed Book No. 90, page 167, conveyed his interest in the two tracts herein mentioned, to J. R. Rowell, trustee, in trust to secure to George F. Whitley the payment of the sum of \$2058.50,

evidenced by a negotiable note of even date therewith, payable ninety days after date. This deed of trust is not released.

6. "Whether all the proper and necessary parties are properly before the court?" Answer: it so appears.

7. It appears that sale should be of the two tracts of ^{forty}~~thirty~~ and one hundred and six acres, combined, known now as "Moonlight", as one tract, and of "Carrollton" as another tract. Both of these places have a mansion house and outbuildings on them, it appears.

It appears that W. L. Ward, in his life time, made conveyance of certain timber, timber rights, privileges and easements, upon all of the lands herein mentioned, and that the timber so conveyed has been, in the last few years, cut therefrom. The contracts do not appear to give the right to recut, and they are, in consequence thereof, no longer in force. However, they are noted hereunder for such consideration and treatment as may be proper to be given to them.

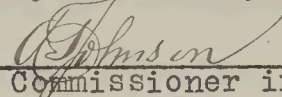
a- To Cumberland Lumber Company, dated Jan. 31st. 1906, Deed Book No. 73, page 326, is conveyed all the timber ten inches across the stump, outside measurement, on the "Carrollton" tract, the time to cut being ten years with privilege of five years extension

b- To Cumberland Lumber Company, dated the 30th. of April, 1909, Deed Book No. 77, page 234, is conveyed all the timber ten inches across the stump, outside measurement, on forty acres of land, it appearing to be a part of the land herein mentioned, ten years being given to cut with a privilege of five years extension.

c- To Cumberland Company, dated April 1st., 1912, Deed Book No. 79, page 522, he conveyed all the timber ten inches across the stump, outside measurement, on 216 acres of land, adjoining the lands of George Washington, Cumberland Lumber Company and others, reserving the timber on two or three

acres on the West side of the road leading to Pool's shop from Moonlight, the time to cut being ten years with privilege of five years extension. This tract appears to embrace a part of the tracts herein mentioned, though the description is not clear enough. There being no other land in the name of the said W. L. Ward, in that neighborhood, at that time, it is concluded that it is a part of the land herein mentioned.

Respectfully submitted,



Commissioner in Chancery.

Commissioner,.....\$ 60.00

Witnesses:

C. W. Warren,..... 5.00

A. C. Lyon,..... 5.00

H. G. Dashiell,..... 5.00

Word et al

n } homary - 33

Word et al

Commissioner's
Report.

RECORDED
CLERK OF THE
OF THE COUNTY

May 18th 1920

Filed

Teste. As John W.
Clerk

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE
OF WIGHT:

D. B. Ward and Rose C. Ward, ... Plaintiffs

VS) IN CHANCERY

Adele B. Ward and W. L. Ward, an infant under the
age of twenty-one, ... Defendants

TO THE HONORABLE B. D. WHITE, JUDGE OF THE SAID COURT:

The answer of W. L. Ward, an infant under the
age of twenty-one years, by E. H. Williams, a competent
attorney at law, his guardian ad litem, assigned to him
in this suit; and the answer of the said E. H. Williams
guardian ad litem for the said infant defendant to the
bill of complaint exhibited against him by D. B. Ward
and Rose C. Ward in the Circuit Court for the County of
Isle of Wight.

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



Guardian ad litem

M. L. Lord

By E. H. Williams
Guardian ad litem

STATE OF VIRGINIA,

County of Isle of Wight, to-wit:

Submitted and sworn to before me in my County
aforesaid by E. H. Williams, guardian ad litem, as afores-
said, this 3 day of May, 1920.

My commission expires on the ____ day of ____
____, 19____,

Given under my hand this 3 day of May
1920.

Edmund C. C. C. C. C.

3

D. B. Ward et al

VS) 337

Adele B. Ward et al

Answer of Curadian ad
Litem

1420
May 3.
Heard B. W.

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF
WIGHT:

B. B. Ward and Rose C. Ward,.....Plaintiffs

VS) IN CHANCERY

Adele B. Ward and W. L. Ward, an infant under the
age of twenty-one years,.....Defendants

TO THE HONORABLE B. D. WHITE, JUDGE OF THE SAID COURT:

The answer of Adele B. Ward, to the bill in
equity exhibited against her and others in the Circuit
Court for the County of Isle of Wight by D. B. Ward and
Rose C. Ward.

This respondent, saving and reserving, etc.
in answer to the said bill says that she is the widow
of W. L. Ward, deceased; that she was *fifty (50)*
years of age on the *17th* day of *January* 19*20*, that she
does not desire her dower interest in the land of which
W. L. Ward died seized and possessed, set aside, but
that the same be commuted and paid to her in cash; that
she believes the statements made in the said bill are
true and that she concurs in the prayer of the same.

and now having fully answered, she prays to
be hence dismissed with her costs etc.

Adele B. Ward-

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D. B. Ward et al

vs) *ex 337*

Adele B. Ward et al

Answer of Adele B. Ward

*1420
May 3
Filed B.D.W.*

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT,
VIRGINIA.

D. B. Ward et al

Plaintiff

VS

Adelle B. Ward et als

Defendants

TO THE HONORABLE JUDGE OF THE SAID COURT:

Your petitioner, William Ward, respectfully represents the following:

That he was the infant defendant in the above styled suit; that he became 21 years of age on the 1st day of March 1927; that he is informed that the amount due him out of the proceeds derived from the sale of the property in the bill and proceedings mentioned is \$6587.36; that \$5,000.00 of the said amount has been loaned out by George F. Whitley, Special Commissioner, and is secured by First Mortgage on real estate, in the County of Isle of Wight; that \$3,000.00 of said amount so loaned is evidenced by a Bond executed by Mary A. Daniel and Martha W. Everett, and \$2,000.00 of said amount so loaned out is evidenced by Bond executed by Mary Anne Barrow, and, that the balance of \$1,587.36, due your petitioner is on time deposit in the Merchants & Farmers Bank Incorporated of Smithfield, Virginia.

Your petitioner prays that George F. Whitley, Special Commissioner, in the above suit, be directed to assign to your petitioner the above mentioned Bonds, and to deliver the same together with the Deed of Trust securing said Bonds to your petitioner, and to pay the balance of \$1,587.36 to your petitioner.

And your petitioner will ever pray, etc.

William Ward.

Ward et al

Vs:

Ward et als

Petition

VIRGINIA, IN THE CIRCUIT COURT FOR THE COUNTY OF
ISLE OF WIGHT:

D. B. Ward, and Rose C. Ward,.....Plaintiffs

Vs) IN CHANCERY

Adele B. Ward and W. L. Ward an infant under the
age of twenty-one years,.....Defendants

TO THE HONORABLE B. D. WHITE, JUDGE OF SAID COURT:

Complaining, sheweth unto the Court your
complainants, D. B. Ward and Rose C. Ward, the fol-
lowing case:

That their father, W. L. Ward departed this
life during the year 1917; that he died seized and pos-
sessed of certain real estate situate in Hardy Magister-
ial District in the County of Isle of Wight, adjoining
the lands of J. R. Morris, Joe Davis, G. B. Washington,
the Surry Lumber Co. and others, the said real estate
containing about 500 acres.

That the said W. L. Ward, died intestate,
leaving surviving him a widow, Adele B. Ward, and the
following named children, D. B. Ward, Rose C. Ward and
W. L. Ward, the said W. L. Ward being now under the age
of twenty-one years.

Your complainants here state that the said
real estate is, as they believe, susceptible to partit-
ion among the parties entitled thereto; but if it be
not then your complainants desire the same to be sold
and the proceeds divided among your complainants and
the defendants according to their respective rights;

should the property be not divisible among the parties entitled thereto, your complainants believe and here state that the interest of those who are entitled to the said real estate or its proceeds will be promoted by sale of the whole of said real estate or by the allotment of part and sale of the residue.

In tender consideration whereof and in as much as your complainants are remediless in the premises save by the aid of a Court of equity where matters of this character are alone and properly cognizable, your complainants pray that the said Adele B. Ward be made a party defendant to this bill; that a proper guardian ad litem be assigned W. L. Ward to defend his interest in this suit, who shall answer this bill; that proper process issue, that said real estate be divided among the several parties entitled thereto; and your complainants portion thereof be allotted to them, and in case the said real estate to be partitioned, can not be conveniently partitioned, that the same be exposed to sale, and the proceeds be divided among the parties entitled thereto; that all proper orders and decrees may be made and proper inquiries be directed; and that all such other further and general relief be afforded your complainants as the nature of their case may require, or of equity shall seem meet. And notice is hereby given that proper counsel fees will be asked for in the progress of this suit. And your complainants will ever pray etc.

D. B. Ward

Rose C. Ward

By

Geo. F. Whitley

Counsel

Geo. F. Whitley, pg

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D. B. Ward, et al

VS) Bill 337

Adele B. Ward et al

1470
May 3.
Filed B.D.W.

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.