

1912-003
Nansemond Co (Suffolk) Chancery Causes : Annie H. Corprew et al vs William Holland et al

Watson, Barnes, Sumner, Boone

EVERETT & HUTTON
ATTORNEYS AND COUNSELORS AT LAW
BREWER BUILDING

PHONE 162

Suffolk, Va.,

June 24, 1912.

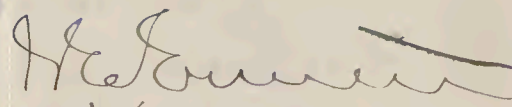
Mr. J. V. Vincent,
Holland, Va.

Dear Sir:-

*Paid in full
this July 28-1911
J. V. Vincent*

I am enclosing you a letter on the face of which I want you to mark paid the amount-\$15. 96- mentioned therein. I want to close up my account and can not find a receipt for this amount. I am satisfied that I paid it. Probably you remember my meeting you at Colonel McCleary's and telling you to come up to the office. If you remember clearly that the bill was paid, please mark it paid on the enclosed letter and return the same to me. If you do not remember I will have to look it up, in my files.

Very truly yours,



P.S. Since writing this letter, I have found check dated July 28, 1911, for this amount.

\$11.25

June 1, 1911.

Received of S. E. Everett, Special Commissioner in the
case of Corprew, et als vs. Holland, et als,

.....Eleven.....and 25/100...Dollars

It being my share of the small farm sold. I have heretofore
sold my interest in the large farm to John H. Holland.

Sallie Co Watson

\$78.41

May 13, 1911.

Received of S. E. Everett, Special Commissioner in the
case of Corprew, et als vs. Holland Et als.

Seventy-eight and..... 41/100 dollars.

It being payment in full of judgment against Ashley Holland.

A Edwards & Co

by Eugene M.

²14.00

JUN 26 1912

Received of S. E. Everett, Special Commissioner in the
case of Corprew, et als vs. Holland, et als

Fourteen

~~Ninety Two~~ ~~and 27/100~~ Dollars

My share from the proceeds of the sale in the above suit.

Mittler & Matthews
by John E. Matthews

\$11.25

July 6, 1911.

Received of S. E. Everett, Special Commissioner in the
case of Corprew, et als vs. Holland, et als.

Eleven.....25/100 Dollars.

It being my share of the small farm sold. I have heretofore sold
my interest in the large farm to John H. Holland.

Charley Holland

\$ 400⁰⁰

On Demand

after date, with legal interest from date

until paid, payable annually

we bind our self or our heirs, executors and administrators, jointly and severally, to pay to

Camp Manufacturing Company

heirs or assigns,

the sum of Four Hundred DOLLARS,

100

for value received; and we hereby waive the benefit of our Homestead Exemption as to this debt, obligation and contract.

Secured by deed of trust on real estate in

Richmond County

Va.,

Heberer

Trustee,

Witness our hand 3 and seal 2 this 3rd day of May 1911

WITNESS:

R. H. Carter

John H. Holland
Clara Holland

SEAL

SEAL

SEAL

Suffolk, Va., June 3, 1911.

Received of S. E. Everett, Special Commissioner in the case of Corprew and others vs. Holland and others my full settlement of the proceeds ~~of~~ sale of the land in said suit, including all of the interest that I purchased of my brothers and sisters.

John P. Holland.

Sallie E. Watson \$81.02 } purchased by Holland by deed
Alexzma Barnes 81.02 } duly recorded - J. M.
Charlie Holland 81.02

\$ 50 ⁰⁰

39953

Suffolk, Va.,

Dec 3rd

1903

Sixty days after date

I promise to pay unto

or order, negotiable and payable,

without offset, at the **FARMERS BANK OF NANSEMOND** Suffolk, Virginia,

Fifty Dollars,

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

Witness L. H. Norfleet

John H. Calland
mark.

J. P. Davis

Plus un autre

J. P. Davis

Assigned to Julia L. Everett
without recourse. R. R. Brewster
May 11, 1911. Ingr. Suffolk Loan Co.

For value I hereby assign
the within note with
and interest to
the same to the Camp
Mfg Co. without recourse
May 11, 1911, Suffolk Loan Co.
by S. E. Davis
mgr

\$ 75.00

On demand

after date, with legal interest from date

until paid, payable monthly

we bind our self, our heirs, executors and administrators, jointly and severally, to pay to

Suffolk Loan Company

~~heirs~~ or assigns,

the sum of Seventy Five ¹⁰⁰ DOLLARS,

for value received; and we hereby waive the benefit of our Homestead Exemption as to this debt, obligation and contract.

Secured by deed of trust on real estate in

S. E. Everett

Trustee

Richmond County, Va.,

Witness our hand & seal this 20th day of November 1904

WITNESS:

Mr. Jones

C. W. Holland



Chapman 74

For value. I hereby assign the
within bond with deed of trust
securing the same to the
Camp Nippon Co. without
recourse

May-11-1911-

Buffalo Loan Co
by S. E. Green
Manager

July 17 1911.

\$92.27

Received of S. E. Everett, Special Commissioner in the case
of Corprew, et als vs. Holland, et als

Ninety Two and 27/100.....Dollars

my share from the proceeds of the sale in the above suit.

Annie L Corprew

\$92.27

Received of S. E. Everett, Special Commissioner in the
case of Corprew, et als vs. Holland, et als

Ninety Two.....and 27/100 Dollars

My share from the proceeds of the sale in the above suit.

Witness:

Obey

Joseph Holland
mark

SEP 29 1911

13-10M-5-2E-1911

92 ²⁷
100

Suffolk, Va.,

191

at Sight

Pay to the order of

Joseph Holland

ninety two

+ 27
100

Dollars

Value received, and charge same to yours truly.

We, the drawer, endorsers, and acceptor, hereby waive our Homestead Exemption as to this debt.

To

H. L. L. L.
Suffolk, Va.

Joseph Holland,

His mark, +
S. S. M. - witness

\$92.27

Received of S. E. Everett, Special Commissioner in the
case of Corbrow, et als vs. Holland, et als
Ninety Two.....and 27/100 Dollars
My share from the proceeds of the sale in the above suit.

Joseph Holland,
1419 Main St. Witness

WOODWARD & ELAM,
INSURANCE

Suffolk, Va., July 2. 1912

Received of J. E. Everett, Spl Comm Corporate vs. Holland
Ten ————— no/100 — Dollars

Prem on bond May 10th 1911 to May 10-1912 —

\$ 10⁰⁰/₁₀₀ —

Woodward & Elam,
Per M. G. Elam

Mr. E. Everett. pg.

243

TO R. R. SMITH, CLERK CIRCUIT COURT
OF NANSEMOND COUNTY
SUFFOLK, VA.

1910

vs.

Dec

2

TAX, \$1⁵⁰

~~TRANSFER, \$~~

CLERK, \$7⁰⁵

\$8.55

In suit of Annie H. Cospren & others v;
Wm H. Holland & others —

Paid

June 13"

1911

M M Warriner Deputy Clerk.

1 + 2

\$ 5.71



Franklin, Va., Octo. 12th, 1911. 1911

AT SIGHT

Pay to

the order of Vaughan & Company, Bankers,

Five and 71/100 -- -- -- -- -- Dollars

For 1910 taxes on John Holland tract land.

Value received and charge the same to account of

CAMP MANUFACTURING CO.,

To S. E. Everett,

No. _____

Suffolk, Virginia.

By [Signature]
VICE-PREST. & GEN'L MGR

CAMP MANUFACTURING CO.,

BY

P. G. Camp

VICE-PREST. & GEN'L MGR.

PAY TO THE ORDER OF
ANY BANK OR BANKER
CAMP MANUFACTURING CO.
PRINCIPAL OFFICE
C. P. CAMP, JR., President

Mr. *John Holland of L. Est.*

Dr.

*Camp Mfg. Co.
Franklin*

1910

To G. W. BUTTS, Treasurer of Nansemond County, Va.

No. <u>461</u>	STATE TAXES.				County Levy 27c on \$100	County Road Tax 15c on \$100	County School Tax 25c on \$100	District School Tax 15c on \$100	Parish Levy 8c on \$100	TOTAL TAX				
	State Tax Support Gov. 20c on \$100 R. E. and P. P. Schedule B	State Tax Support Gov. 25c on \$100 P. P. Sched C	State School Tax 10c on \$100 R. E. & P. P. Sched. B. & C	State Tax for Pensions 5c. on \$100 R. E. & P. P. Schedule B										
Real Estate, acres <u>7.0</u> valued \$ <u>430</u>		<u>86</u>		<u>43</u>	<u>22</u>	<u>1</u>	<u>17</u>	<u>65</u>	<u>1</u>	<u>08</u>	<u>65</u>	<u>34</u>	<u>57</u>	<u>40</u>
Personal Property, Schedule B, val. \$														
Personal Property, Schedule C, val. \$														
Value \$														
Poll Tax for State and County														
Total													<u>57</u>	<u>40</u>
5 Per Cent. Penalty													<u>27</u>	<u>27</u>
Total													<u>57</u>	<u>67</u>

Received payment

30th

day of

Sept.

1911

W. A. King

Treasurer.

Lepuy
Thanks

\$5.71

Paid by Camp Mfg. Co.

W. J. KENDRICK, President and Editor
J. C. HOLLADAY, Secretary and Treasurer

Suffolk, Va., June 1 1911

M

S. E. Everett

To SUFFOLK HERALD CORPORATION, Dr.

:: Newspaper and Job Printing ::

No. 912 WASHINGTON STREET

TERMS OF THIS BILL—NET CASH

BOTH PHONES

May 15 50 Bills Carpenters vs Holland

150

Paid Suffolk Herald Corp

W. J. Kendrick

\$15.00
~~\$92.27~~

Received of S. E. Everett, Special Commissioner in the case
of Corprew, et als vs. Holland, et als

~~Fifteen~~
~~Ninety two~~ ~~and 27/100~~ Dollars
attor fee -
~~my share from the proceeds of the sale in the above suit.~~

S. E. Everett

\$50.00

Received of S. E. Everett, Special Commissioner in the
case of Corprew, et als vs. Holland, et als

~~Fifty~~
~~Ninety two~~ ~~and 27/100~~ Dollars
fee allowed
~~My share from the proceeds of the sale in the above suit.~~

S. E. Everett

\$26.80
~~\$92.27~~

Received of S. E. Everett, Special Commissioner in the
case of Corprew, et als vs. Holland, et als

~~Twenty Six~~
~~Ninety Two~~ ~~and 80/100~~ Dollars
Commission on Sale
~~My share from the proceeds of the sale in the above suit.~~

S. E. Everett

\$11.25

June 1, 1911.

Received of S. E. Everett, Special Commissioner in the
case of Corprew, et als vs. Holland, et als,

.....Eleven.....and 25/100...Dollars

It being my share of the small farm sold. I have heretofore
sold my interest in the large farm to John H. Holland.

Alex Terra Bonas

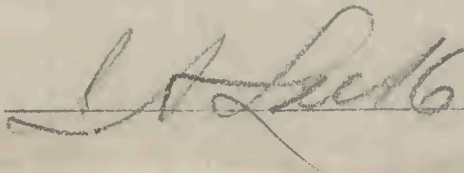
\$76.29

July 14, 1911.

Received of S. E. Everett, Special Commissioner in the
case of Corprew, et als vs. Holland, et als.

Seventy Six.....and 29/100 Dollars.

To be credited on the bond, secured by a deed of trust, on the in-
terest of William H. Holland in the land sold in this suit.



WOODWARD & ELAM,
INSURANCE

Suffolk, Va., July 2nd 1902

Received of

W. E. Everett Spe Comr Express Co
100 -

Dollars

Prem on bond as Spe Comr

Woodward & Elam,

Per W. G. Elam

\$ 10⁰⁰

Receipts

To Mr. R. E. Smith, Clerk of the Circuit Court
of Hanover County, Virginia.

Annie E. Corprew, Tip Corprew, Sallie F. Watson,
James Watson, Joseph Holland, Florence C.
Holland, John E. Holland, Clara B. Holland,
Alexandra Holland, Barnes, Lewis Barnes
and Charles Holland ----- Complainers
vs. In Chancery
William E. Holland, Caroline Holland,
Ash Holland and Jessie J. Holland ----- Defendants

Issue Summons to First Rules (First Monday) in December
1910.

J. E. Overton P. E.

Memorandum.

S. M. Everett, p. q.

Annie H. Corplew et als

vs. In Chancery

Wm. R. Holland et als.

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON William H. Holland,
Caroline Holland, Ash Holland and Jesse J. Holland

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
 held for the said Court, on the First Monday in December, 1910, to answer
a Bill in Chancery, exhibited against them

in the said Court by Annie H. Corprew, Tip Corprew, Sallie H. Watson, James
Watson, Joseph Holland, Florence C. Holland, John H. Holland, Clara B.
Holland, Alexzena Holland Barnes, Lewis Barnes and Charles Holland.

And have then and there this summons.

Witness. R. R. SMITH, Clerk of our said Court, at his office, this 2nd day of
December, 1910, xxx in the 13 5th year of the Commonwealth.

~~A copy~~ Teste:

CLERK.

Teste:

CLERK.

Executing the within process this 5th day of December, 1910, by delivering a true copy thereof in writing and in person to Caroline Holland, and Jessie J. Holland, and delivered copy to Caroline Holland for William H. Holland, her husband, and delivered copy to Jessie J. Holland for Ash Holland, Her husband. The said Caroline Holland and Jessie J. Holland being over 16 years old and at the homes of said William H. Holland and Ash Holland, all in Nansemond County, Virginia.

A. H. Baker, Sheriff,

By Hardy Holland for Deputy.

J. E. Everett p. q.

Amie H. Carpinus vs.

vs.

IN CHANCERY.

William H. Holland

vs.

1910

December Rules.

Friday Monday.

NANSEMOND CIRCUIT COURT.

PROCESS BOOK, No. 3

PAGE 92

Know All Men by These Presents, That we, S. E. Everett and
The United States Fidelity & Guaranty Co.

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of
Sixteen Hundred----- DOLLARS,

to the payment whereof, well and truly to be made to the Commonwealth of Virginia, we bind our
selves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or
right to discharge any liability to the Commonwealth arising under this bond, or by virtue of the
office, post or trust herein mentioned, with coupons detached from bonds of said State.

~~Sealed with our seals, and dated this-----day of-----in the year~~
~~of our Lord one thousand nine hundred and-----, and in the-----year of~~
~~the Commonwealth.~~

In Testimony Whereof, the said S. E. Everett has
hereto set his hand and seal, and the said The United States Fidelity & Guaranty
Company has caused its corporate name to be hereto signed, and its
corporate seal to be hereto affixed, this 10th day of May in the year of our
Lord, one thousand nine hundred and eleven, and in the 135th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound
S. E. Everett, who on the 8th day of May, 1911, by a decree entered in the
Circuit Court of Nansemond County, in the chancery cause therein pending
of Annie H. Corprew & others, Complainants, against William H. Holland & others
Defendants, was appointed Special Commissioner to sell the land in the bill
and proceedings mentioned, subject to certain timber rights.

Now, therefore, if the said S. E. Everett, as Commissioner afore-
said, shall faithfully discharge and perform his duties, as Commissioner
aforesaid, under said decree, and all other decrees he may be required to
execute in said cause, then, the above obligation to be void, otherwise to
remain in full force and effect.

S. E. Everett (SEAL).

The United States Fidelity & Guaranty
Co. (SEAL).

by W. G. Elam, its atty in fact (SEAL).



VIRGINIA :

In the Clerk's Office of the Circuit Court of Nansemond County, on the 10th day
of May, 1911 :

The above bond was executed and acknowledged before me by the obligors to the same
(the security ~~approved~~ justifying), and ordered to be recorded.

A Copy - Prob:
R. R. Smith, Clerk
By M. M. Watkins, D. C.

Teste: R. R. Smith, Clerk.

By M. M. Watkins, D. C.

(Copy.)

S. E. Everett

To { Special Commissioner's
Bond.

The Commonwealth.

1911

May 10th

Recorded in Official
Bond Book No. 2,
Page 173.

Annie H. Gorprew, et als.....Complainants
vs.

William H. Holland, et als.....Defendants

This cause came on this day to be again heard on the papers formerly read and on the report of S. E. Everett, Special Commissioner, this day filed, to which report there is no exception, and was argued by counsel.

On consideration whereof the court approving and confirming the said report, doth adjudge, order and decree that upon the payment of the full purchased money in the report mentioned for the said property, the said S. E. Everett, Special Commissioner, do convey the home tract of land, known as the Howell tract, of sixty-three (63) acres to John H. Holland, with Special Warranty, for the sum of Eight Hundred (\$800) Dollars, it being the amount for which it was struck off to the said John H. Holland, he being the highest bidder; and do convey the small tract of land, consisting of twenty-five (25) acres, to W. O. Bristow, with Special Warranty, for the sum of Ninety (\$90.00) Dollars, it being the amount for which it was struck off to the said W. O. Bristow, he being the highest bidder. And it is further ordered that the said Special Commissioner distribute the funds of sale among the parties entitled thereto, after deducting the costs of suit, taxes on said land, commission to the said Special Commissioner, and a fee of \$50, to the counsel conducting this suit. And it is further ordered that the said Special Commissioner make report of his proceedings hereunder to this court.

Annie H. Corprew, et als
vs. Confirming sale and
directing deed
William H. Holland, et als.

Enter. *27th* May, 1911

Annie L. G. Moore

Entered in Chancery

Order Book. *4*...., page *478*.

Annie H. Corprew, et als.....Complainants
vs.

William H. Holland, et als.....Defendants.

This cause came on this day to be again heard on the papers formerly read and on the report of Commissioner in Chancery, Bradford Kilby, filed March 1, 1911, to which report there is no exception, and on the ~~examination~~ ^{depositions} of witnesses returned with said report and was argued by counsel:

On consideration whereof the court doth approve and confirm the said report, and doth, adjudge, order and decree that S. E. Everett, who is hereby appointed a Special Commissioner for the purpose, do, after having advertised the time, place and terms of sale for fifteen days by post bills in numerous public places in this county, proceed to sell at public auction in front of the Post Office door, Suffolk, Virginia, the said tracts of land in the bill and proceedings mentioned, subject to the timber rights of the Camp Manufacturing Company under contract dated April 4, 1894, and recorded in Deed Book No. 36, page No. 29, upon the following terms to wit: One-half cash and the residue in six months from the date of sale, the credit instalment carrying interest from the date of sale, and the purchaser executing a bond therefor and the title of the property retained until the whole purchased money is paid. And the said Commissioner is directed to deposit the cash instalment, deducting therefrom the expense of sale including his commission, in one of the banks of the city of Suffolk, Virginia, to the credit of the said Special Commissioner, and to report his proceedings hereunder to the court returning herewith a certificate of such deposit and the bond given for the credit instalment. But the said Commissioner shall not advertise the said property under this decree until he shall enter into a bond with sufficient security

in the Clerk's Office of this court, payable to the Commonwealth of Virginia in penalty of Sixteen Hundred (\$1600) Dollars, and conditioned for the faithful discharge of his duties hereunder.

Annie #. Corprew, et als
vs. Sale
William H. Holland, et als

Enter *W.A.* May, 1911.

James Lill Linnane,

Entered in Chancery

Order Book. 4..., page 473.

In the Circuit Court of Nansemond County, In Vacation,
the 21st day of December, 1910.

Annie H. Corprew, Tip Corprew,
Sallie H. Watson, James Watson,
Joseph Holland, Florence C. Holland,
John H. Holland, Clara B. Holland,
Alexzena Holland Barnes, Lewis
Barnes and Charles Holland ----- Complainants
vs. In. Chancery
William H. Holland, Caroline Holland,
Ash Holland and Jessie J. Holland----- Defendants

This cause came on this day by consent in writing of the
complainants and defendants, ^{*filed this day in the paper of the cause*} upon the bill of the complainants, and the
answer of all the defendants, with replications thereto, and was argued
by counsel:

On Consideration whereof the court doth adjudge, order and ~~and~~
decree that this cause be submitted to the judge of this court for
such orders and decrees therein, in vacation, as might be made in term,
and it is further adjudged, ordered and decreed that the papers
in this cause be referred to one of the Commissioners of this court,
who is directed to inquire into and report to court.

(1) Whether the real property in the bill mentioned can be
conveniently divided in kind between the several parties entitled to
share therein.

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

(3) And, if the same cannot be conveniently divided in kind, and
if no party will take the entire property and pay the others for their

shares, whether the interests of those who are entitled to the said property or its proceeds will be promoted by a sale of the entire property or by the allotment of part and sale of the residue.

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

(5) Whether said John H. Holland owned the fee simple interest in the said property, and if not, what interest.

(6) Whether or not all proper parties are before the court.

Which several inquiries the said Commissioner shall make and to the court report with any matter specially stated, deemed pertinent by himself or required by any party to be so stated.

All of which is hereby certified to the Clerk of this court to be recorded in the Chancery Order Book.

James L. M. Linn

Annie H. Corprew et als
vs. In Chancery

William H. Holland et als
William H. Holland
Caroline Holland
Edw. Holland
Jessie A. Holland

Enter (In Vacation)

December 21st 1910.

Thos L. Moore

Entered In Chancery

Order Book 4 page 448

We consent:

Steburne atty for
complainants

Wm H. Holland

Caroline Holland

Edw. Holland

Jessie A. Holland

William H. Holland
Caroline Holland
Ash Holland
Jessie J. Holland

Annie H. Corprew, Tip Corprew, Sallie
H. Watson, James Watson, Joseph Holland,
Florence C. Holland, John H. Holland,
Clara B. Holland, Alexzena Holland Barnes,
Lewis Barnes and Charles Holland----- Complainants
vs. In Chancery
William H. Holland, Caroline Holland,
Ash Holland and Jessie J. Holland ----- Defendants.

The joint and several answer of William H. Holland,
Caroline Holland, Ash Holland and Jessie J. Holland to a bill
exhibited against them in the Circuit Court of Nansemond County
by Annie H. Corprew and others.

These defendants answer and say that they are entitled
to a share in the estate of John H. Holland, and that they are
willing to have the property sold or divided, whichever will be
to the advantage of all interested, but the defendant, Ash Holland,
prefers having his interest assigned him in acres on the home
tract.

There remaining nothing further to be said by these
defendants, they submit the protection of their interests to the
care of the court.

William H. Holland
Caroline Holland
Ash Holland
Jessie J. Holland

1910 Dec. 21st Field
JM

William H Holland
Caroline Holland
Ash Holland
Jessie Holland

Annie H. Corprew, Tip Corprew,

Sallie H. Watson, James Watson,

Joseph Holland, Florence C. Holland,

John H. Holland, Clara B. Holland,

Alexzena Holland Barnes, Lewis

Barnes and Charles Holland ----- Complainants

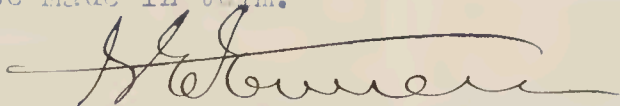
vs. In Chancery

William H. Holland, Caroline

Holland, Ash Holland and Jessie

J. Holland ----- Defendants

By mutual consent of both the Complainants and Defendants,
it is hereby agreed that the chancery suit now pending in the
Circuit Court of Nansemond County wherein Annie H. Corprew
and others are complainants, and William H. Holland and others
are defendants, shall be made a vacation cause and the same shall
be submitted to the judge of said court for such orders and decrees
therein in vacation as might be made in term.



Attorney for Complainants.

William H. Holland

Caroline Holland

Ash Holland

Jessie Holland

MEMORANDUM.

S. E. Everett - P. 9.

Annie H. Corprew et als
vs. In Chancery
William H. Holland et als.

Consent to be made vacstior
cause.

1910 Dec. 21st. filed
JLM

This Deed, Made this 14th day of May in the year
one thousand nine hundred and eleven between John H. Holland
and Clara Holland, his wife,

of Nansemond County, Virginia, part no of the first part, and

H. Everett, chosen as trustee
of Suffolk, Virginia, part 2 of the second part—

Witnesseth: That the said part no of the first part do grant unto the said
part 2 of the second part, with general warranty, the following property, to-wit:

All his interest in that certain tract of land, known as the Howell
tract of land, containing sixty-three (63) acres, more or less, which
carries his interest in the lumber on said land, and bounded as fol-
lows: On the North by the estate of Charles Harris, on the East by
the Ned Howell tract of land, on the South by the estate of W. T.
Cross, now owned by R. H. Saunders, and on the West by the Gatesville
Road.

One-eighth interest was beired by the said John H. Holland from
his father's estate, and the other three-eighths interests were con-
veyed to the said John H. Holland by deed, dated the 5th day of May,
1911, and executed by Sallie H. Watson and husband, Alexzena Barnes
and husband, and Charles Holland, and recorded in the Clerk's Office
of the Circuit Court of Nansemond County, Virginia.

Also all of his interest, which is one-eighth interest, in that
tract of land, known as the home tract, containing twenty-five (25)
acres, more or less, and bounded by the Ned Howell mill pond and the
lands of Thomas Miles, W. H. Holland, William E. Whitfield and others.
All of which said land is situated near Cleopus, Nansemond County,
Virginia.

My term of office expires on the 3rd day of February, 1918

MEMO - to be acknowledged before a Justice, Notary Public, or Commissioner in Chancery.

indexed

10

Deed of Trust

John A. Hollander & wife
To
H. Lawrence

Trustee for *Comp. Mfg. Co.*

Admitted to Record this *10th* day of

May 1911

Recorded D. B. *69* Page *467*

1911. May 29

Examined and verified.

A. L. Twitty, Jr.
Clerk.

By _____ D. C.

\$ _____

Tax _____ \$ *1.00*

Fee _____ \$ *1.40*

\$ *2.40*

Chas. J. E. Smith

VIRGINIA:

In the Clerk's Office of the Circuit Court of *Nansemond* County
the *10th* day of *May* 1911--

This deed was presented, and, with the certificate, annexed, admitted to record.

TESTE:

R. R. Smith
Clerk.

By *M. M. Warrick* D. C.

TO THE HONORABLE JAMES L. MCLEMORE, JUDGE OF THE CIRCUIT COURT
OF HANSMOND COUNTY.

Annie H. Corprew et als.....Complainants.

vs.

William H. Holland et als.....Defendants.

Your Special Commissioner, S. E. Everett, submits to your honor
the following report: He executed deeds as directed in the decree
entered May 27th., 1911.

Received of John H. Holland for the 63 acres of land.....	\$800.00
Received of W. O. Britton for small tract of 25 acres.....	<u>90.00</u>
Total.....	\$890.00

Paid out as follows:

Clerk.....	\$ 8.55	
Attorney's fee tax	15.00	
Commissioner, Bradford Kilby.....	25.00	
Commission on \$890.00.....	26.80	
Fee allowed Attorney.....	50.00	
Writing deeds.....	10.00	
Taxes.....	5.71	
Suffolk Herald.....	1.50	
Woodward & Elam for bond.....	10.00	
Balance.....	<u>737.44</u>	<u>\$890.00</u>
Balance due heirs and creditors		\$737.44
Annie Corprew.....	\$ 92.27	
Joseph Holland.....	92.27	
Sallie H. Watson sold large tract of land to John H. Holland. Paid him \$81.02 Paid her for small tract 11.25.....	92.27	
Alexzene Barnes.....	92.27	
Charles Holland.....	92.27	
John H. Holland.....	92.27	
Ashley Holland.....		

*Intend in large tract sold to
John H. Holland, she therefore
only has interest in small tract \$11.25*

Same as above.

Milteers & Matthews, judgment \$14.00

A. Edwards & Co. judgment \$78.41.....\$92.41

W. H. Holland, J. E. Vincent
judgment.....\$15.96

Deed of trust, I. A. Luke.....\$76.29\$92.25

Overpaid by the Commissioner.....\$

738.28

738.28

738.28

Respectfully submitted



Special Commissioner.

John Holland purchased the interests
in his tract of land of Sallie H
Watson, Alezema Barnes, & Chas Holland.
See Deed of Trust filed with
receipt -

Corprew

s. Final Report.

Holland

1912. July 27. filed,
J. L. M.

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

Annie H. Corprew, et als.....Complainants
vs.

William H. Holland, et als.....Defendants.

Your Special Commissioner, S. E. Everett, submits to
your honor the following report:

Your Commissioner sold the said tractsof land, mentioned
in the bill and proceedings in the above style suit, on the 27th
day of May, 1911, in front of the post office door, Suffolk,
Virginia, as follows.

The home tract of land, known as the Howell tract,
of sixty-three (63) acres was struck off to John H. Hol-
land, he being the highest bidder, for \$800.00

The small tract of land, of twenty-five (25) ac-
res, was struck off to W. O. Bristow, he being the
highest bidder, for 90.00
Total amount of the sale \$890.00

The purchasers desire to pay the purchased money in full
and have deeds executed to them.

Your Commissioner states that the sale was a fair one, ^{and sold well} and
prays now that the said sale be confirmed, and that he be directed
to execute deeds conveying said property to the said purchasers.

Respectfully,


Special Commissioner.

Annie H. Corprew, et als,
vs. Report of sale.
William H. Holland, et als.

Filed. *24th* May, 1911. *J.M.*

In the Circuit Court of Hansemond County -

To

Annie H. Corprew, Tip Corprew, Sallie H.	)	
Watson, James Watson, Joseph Holland, Florence	)	
C. Holland, John H. Holland, Clara B. Holland,	)	Complainants
Alexzena Holland Barnes, Lewis Barnes and	)	
Charles Holland	)	
and	)	
William H. Holland, Caroline Holland, Ash	)	Defendants
Holland and Jessie J. Holland	)	

You are hereby notified that on Saturday, the 14th day of January, 1911, at 10 A. M. at my office in Suffolk, Virginia (at which time and place you are required to attend), I shall take, state and settle the following accounts which are to be taken, stated and settled and reported to Court, in pursuance of the decree of the Circuit Court of Hansemond County, Virginia, rendered the 21st day of December, 1910, in the suit in chancery pending in said Court, to which you are parties plaintiff and defendant, to-wit:-

(1) Whether the real property in the bill mentioned can be conveniently divided in kind between the several parties entitled to a share therein.

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

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

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

(5) Whether or not all proper parties are before the Court.

Which several inquiries the said commissioner shall make and to the Court report, together with any matter specially stated, deemed pertinent by himself, or required by any party to be so stated.

Given under my hand as Commissioner in Chancery of said Court, the 29th day of December, 1910.

Bradford Kilby
Commissioner in Chancery.

On the 20th day of Dec, 1910, executed
the within notice by delivering a
true copy of the within notice in person
to Wm. H. Hollander, Caroline Hollander
Asa Hollander and Jesse J. Hollander

A. H. Boring Sheriff
By Hardy Hollander Deputy

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

Aminie H. Corfrew
Lin Corfrew
Sallie H. Watson
James Watson
Joseph Hollander
Florence C. Hollander
John H. Hollander
Clara B. Hollander
Alexandra H. Banner
Lewie Banner
Chas. Hollander
by S. E. Banner, their attorney

Virginia,

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

Annie L. Corprew and others

Complainants.

vs.

William H. Holland and others,

Defendants.

Commissioner's office,

Suffolk, Va. Feb. 4, 1911.

To Honorable James L. McClellmore, Judge of the Circuit Court for the County of Nansemond.

In pursuance of the decree of the Circuit Court for the County of Nansemond pronounced on the 21st. day of December 1910 in the suit in chancery pending in said court between Annie L. Corprew and others, Complainants, and William H. Holland and others, Defendants, the undersigned, Bradford Kilby, one of the Commissioners in Chancery of said court, respectfully reports as follows:

That on the 29th. day of December 1910, your commissioner gave notice to the parties to the suit that he would proceed on the 14th. day of January 1911, at his office in Suffolk, Virginia, to make the several inquiries required by said decree to be made by one of the commissioners in chancery of said court.

That service of the said notice was executed on some of said parties by the Sheriff of Nansemond County and accepted by others of said parties, as will appear by the endorsements on said notice herewith returned.

That on the 14th. day of January 1911, at his said office, your commissioner took the depositions of D. L. Sumner, ^{Charles Boone} John H. Holland and William H. Holland, touching said inquiries which depositions are returned herewith.

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

(1)

That the real property in the bill mentioned can not be conveniently divided in kind.

(2)

No party in interest will take the entire property and pay therefor to the other parties such sums of money as their interests may entitle them to.

(3)

The interests of those entitled to said property will be promoted by a sale of the entire property. Allotment of part and sale of the residue would not be for their best interests.

(4)

The following delinquent taxes are due on said property:

For the year 1909	\$6.33
For the year 1910	<u>5.67</u>
Total	\$12.00

The records in Nansemond County Clerk's office show the following liens on the property in the bill mentioned:

I.

A judgment against William H. Holland in favor of Z. T. Holland for the sum of \$31.70, with interest from January 18, 1887 and \$1.75 costs. Judgment rendered March 1894, docketed December 12, 1894. See Judgment docket No. 2, page 75.

2.

A deed of trust made by John Holland on his one-seventh interest in the real estate in the bill mentioned, to S. E. Everett, Trustee, to secure to J. T. Parker, the payment of a note for the sum of \$50. dated March 13, 1901, and payable 60 days after its date at Farmers Bank of Nansemond. Deed of trust is dated March 13, 1901 and recorded March 14, 1901 in Deed-book No. 48, page 354.

3.

Paul
A judgment against Ashley Holland in favor of Milteer and Matthews for the sum of \$8.64 with interest from December 9, 1902 and \$1.45 costs. Judgment rendered December 15, 1902, and docketed January 15, 1903. See Judgment docket No. 2, page 212.

4.

Paul
A deed of trust made by Louisa Holland and John Holland to J. U. Burges, Trustee, to secure to George W. Nurney the sum of \$74.25, evidenced by a note dated Feb. 21, 1903, and payable to said George W. Nurney on Nov. 1st. 1903 at the Farmers Bank of Nansemond. The note was executed by said grantors. The deed of trust is dated Feb. 21, 1903, and recorded Feb. 23, 1903 in Deed-book No. 55, page 31.

5.

Paul
A deed of trust, dated November 28, 1904, and recorded December 3, 1904, in Deed-book No. 57, page 384, made by John H. Holland and C. V. Holland, his wife, to S. E. Everett, Trustee, to secure to The Suffolk Loan Company, the sum of \$75. evidenced by a bond of even date with said deed, executed by said grantors and Mary L. Holland, and payable on demand. This deed of trust covers the 50 acre tract only, which tract is described as being near Cleopus and bounded by lands of Dempsey Harrell, James Holland, and Richard Whitfield.

6.

Paul
A judgment against John Holland and William H. Holland in favor of J. E. Vincent for the sum of \$61.50 with interest from June 1st. 1905 and 90 cents costs. Judgment rendered June 6, 1905 and docketed June 10, 1905. See Judgment docket No. 3, page 2.

7.

Not This Bill Holland
A judgment against William H. Holland in favor of The Caroline County Bank, a corporation, for the sum of \$52.34 with interest from December 10, 1907, and \$1.45 costs. Judgment rendered February 10, 1908, and docketed March 21, 1908. See Judgment Docket No. 3, page 104.

(5)

The said John H. Holland Sr., in the bill mentioned, ^{had} owned a fee-simple ^{title to} ~~in~~ the property in the bill mentioned.

(6)

All proper parties are not before the Court. S. E. Everett and J. U. Burges, Trustees in the deeds of trust mentioned above, have not been made parties.

Your commissioner is of the opinion that the Camp Manufacturing Company should have been made a party to this suit. By a deed dated April 4, 1894 and recorded March 16, 1895, in Deed-book No. 36, page 29, John Holland (Sr.) and Mary Louisa Holland, his wife, on consideration of the sum of \$139.25, did ^{as} bargain and sell to said Camp Manufacturing Co. all of the trees then standing on the Darden Tract of land in Holy Neck Magisterial District, containing 27 and 85/100 acres, and bounded by the lands of Charles Dillard, Washington Lawrence, and Seth Howell, down to 12 inches on the stump at the time of cutting. The said company was to have 3 years from the time they begin, to cut and remove the trees conveyed, and if by bad weather, sickness or accident, they fail to get all the trees cut and removed from said lands before the time allotted them expires, they may have an extension of not more than 12 months from the date of expiration.

Attached to and made a part of this report is a letter of J. C. Parker, Attorney for the Camp Manufacturing Company, claiming that said company still owns said timber.

(7)

Your commissioner deems it pertinent to report that the William H. Holland who is a party to this suit claims that he is not the William H. Holland against whom the Caroline County Bank secured a judgment for \$52.34 as reported above. See Correspondence of S. E. Everett and Peatross and Savage, Attorneys attached to this report.

(8)

There are no ^{other} matters specially stated, deemed pertinent by the commissioner or required by any party to be so stated.

Respectfully submitted this 4th. day of February 1911.

Bradford Kilby

Commissioner in Chancery.

Comis. fee \$25. Paid, July 25, 1911.

Bradford Kilby Comr.

D. G. Sumner being duly sworn deposes as follows:

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

A. D. G. Sumner, 47, Suffolk, and I am a farmer.

Q. Are you acquainted with the John H. Holland tract of land containing sixty-one acres of land, the home tract?

A. I am.

Q. The heirs have brought a suit to have the land divided or sold, whichever is best for their interest. Can you say which you think best for all parties concerned.

A. I think the interest of all would be promoted by the sale of the whole. The land divided in any way would not bring as much and be worth as much as it would to sell it as a whole, and I understand, too, that all of the heirs wish it to be sold instead of divided. The shape of the land would prevent a division of it among the heirs to any advantage. It faces the road and runs back in a narrow strip to a swamp and there could not be any satisfactory division made.

And further this deponent saith not.

D. G. Sumner

John H. Holland being duly sworn deposes as follows:

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

A. John H. Holland, 57, near Cleopatra, Virginia, and I am a farmer.

Q. Are you one of the heirs in this suit and do you claim a one-eighth interest in this land?

A. I am one of the heirs and I claim a one-eighth interest.

Q. Please state whether you think this property can be conveniently divided in kind or whether you think it will be best to sell the land as a whole and divided the proceeds of sale among the parties entitled thereto?

A. I think it will be to the advantage of all to have the land sold and divide the proceeds of sale among the parties entitled thereto.

Q. How many acres are there in the two tracts of land?

A. There are just about ninety (90) acres of land in the two tracts.

Q. Is the land in two separate tracts?

A. It is.

Q. Would the interest of all parties be promoted by the sale of the entire property.

A. Yes, I think so.

Q. Are all the parties before the court interested in this property.

A. Yes.

Q. Are all the heirs twenty-one years of age?

A. Yes.

Q. I understand that you speak for all of the complainants and that it is their desire to have this land sold at public auction and the proceeds of sale divided?

A. Yes, it is. I am thoroughly satisfied of that and am authorized to speak for them.

Q. Is there anything else you wish to say?

A. They all wish the graveyard reserved in case of sale.
And further this deponent saith not.

John McLaughlin.

William H. Holland being duly sworn deposes as follows:

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

A. William H. Holland, Holland, Virginia, forty-two years, farmer.

Q. You are one of the heirs in this suit and claim one-eighth interest in the land?

A. Yes.

Q. Please state whether this property can be conveniently divided or whether it would be to the best advantage to sell the whole and divide the proceeds among the heirs entitled thereto?

A. I think it would be the best to have it all sold and the proceeds divided among the different parties.

Q. How many acres are there in the two tracts of land?

A. There are about ninety (90) acres.

Q. Is the land in two separate tracts?

A. Yes.

Q. There is a timber contract made by your father conveying certain timber to the Camp Manufacturing Company, contract recorded in D. B. 36, page 39. Please state which tract of land this timber is on.

A. It is on the home tract, which is about sixty-three acres.

Q. Would any one be willing to take the entire property and pay therefor to the other parties such sums of money as their interest therein would entitle them to.

A. No.

Q. Would the interest of all parties be promoted by the sale of the entire property.

A. Yes, it would.

Q. Are all the heirs interested in this property before the court.

A. All the parties are before the court, there are no grandchildren, living or dead.

Q. Do the heirs raise any question as to the validity of the timber contract referred to above?

A. I do not consider that they have any rights in this timber under their contract. Some time ago, when my mother was living, The Camp Manufacturing Company's representative came to see me and offered to pay \$60.00 if we would renew this contract or extend the time. I would not sign, and my mother did not sign it, but my mother is now dead.

Q. Is there anything further that you wish to say?

A. My brother Ashley is here, and my brother John, and they know as well as myself that all of the heirs have come to an agreement that it will be to the best advantage to sell it at public auction and divide the proceeds of sale.

And further this deponent saith not.

William H. ^{his} Holland
Mark

Witness:
Bradford Kilby

Chas. Boone, being duly sworn, deposes as follows:

Q. What is your name, age, residence and occupation, and are you acquainted with all of the land in the bill mentioned and which belongs to John H. Holland, Sr., deceased?

A. Chas Boone. Age, 45 years. Residence, near Holland, Va. Occupation, farming. I know both tracts of land belonging to John Holland.

Q. What in your opinion is the fee simple value of the large tract?

A. I think the large tract, 48 acres, is worth about \$600 or \$700.

Q. What do you think the annual rental value is?

A. The rental value is about \$40.00.

Q. As to the smaller place, what is the fee simple value of that?

A. It has about 25 acres and worth about \$300.

Q. What is the rental value?

A. About \$25.00 or \$30.00.

Q. Do you think these two tracts of land could be conveniently divided in kind among those entitled to?

A. No, I do not think so, each one would not get a piece of equal value to others by such a division. It would be better to sell the land and divide up the money. And further this deponent sayeth not.

Witness:
Rufus Allen

his
Charles Boone
marks



Camp Manufacturing Co.

MANUFACTURERS OF

KILN-DRIED NORTH CAROLINA PINE

Rough AND Dressed.

P. D. CAMP
PRESIDENT
J. L. CAMP
VICE PRES. & GENL. MGR.
R. J. CAMP
SEC. & TREAS.
R. G. CAMP
ASST. SEC. & TREAS.

MILLS:
FRANKLIN, VA.
ARRINGDALE, VA.
BUTTERWORTH, VA.

DAILY CAPACITY
SAW MILLS 350,000
PLANING MILLS 200,000

BRANCH OFFICES:
NO. 1 MADISON AVE., NEW YORK.
FRICK BUILDING, PITTSBURG, PA.

CABLE ADDRESS "CAMP FRANKLIN"

CODES

A. B. C. 5TH EDITION, TELECODE.

Franklin, Va., 9th, 1911.

Mr. S. E. Everett,
Suffolk, Va.

Dear Sir:-

Your letters of January 16th and 26th and February 6th, to Camp Manufacturing Company, with reference to the timber on the John H. Holland tract of land, in your County, have been referred to me.

As I understand it, there is something like 80 acres of land in this entire tract, and that on April 4th, 1904, John H. Holland and wife conveyed the timber 27.85 acres of said tract to Camp Manufacturing Company; that is, all kinds of timber on the tract down to 12" inches in diameter across the stump at the time of cutting; and in addition to conveying to Camp Manufacturing Company the usual rights of way for railroads, etc., across the piece of land, they also granted "three years from time they begin to cut and remove the trees herein conveyed", in which to cut and remove the timber, and an added provision about 12 months more in case of sickness, accident, etc. I understand that the title of John H. Holland at that time was good, and that the title is now in his heirs, and you are bringing a suit for partition of the entire tract of land, including this 27.85 acres between the heirs.

So far as what the Commissioner shall do, is concerned, it seems to me the only thing the Commissioner can do in the matter, is to report this deed as affecting the title to the land, and that the Court will then have to decide the question as to what the effect of that deed is, and whether or not, under its terms, we own the timber, and rights, privileges, licenses and easements set forth therein.

So far as this Company is concerned, they contend, most positively, that they do still own the timber that was upon the said 27.85 acres at the time the deed referred to was given, that is now, ~~or~~ may be at the time of cutting, 12" in diameter across the stump, and that their right to said timber has not expired, nor have their rights, privileges, licenses and easements, set forth in the deed, expired.

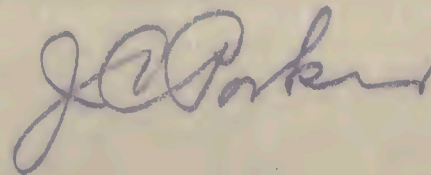
We are fully aware of the nature of the contention of

Mr. S. E. Everett,-----#2./

all of the points involved in this deed, but we think that we are right in the position we take; however, in order to avoid contention with these heirs, and in order that the sale of this land for partition may be made in such a way that the purchaser may know with absolute definiteness what he is buying, this Company is perfectly willing to pay a fair consideration for a new deed, either from the heirs of John H. Holland, or whoever at present owns the 27.85 acres of land, or from the Court, if all the parties interested in the 27.85 acres are before the Court, limiting the time for cutting and exercising the rights, privileges, licenses and easements to some fixed and reasonable period in the future; but we are unwilling to be squeezed for more than such new deed is worth, simply because of the view that these parties may take of the deed which John H. Holland gave.

So far as our filing petition, or appearing before the Commissioner, is concerned, we are perfectly willing to do this, and bind ourselves by the action of the Court, provided we can enter into a prior agreement with these heirs concerning the new deed, above referred to, but if we cannot enter into said agreement with them, then we will not appear in any way in this suit, and as we take it, no interest of ours can be effected by what is done in this suit unless we do appear and bind ourselves by what is done. We are perfectly willing, however, to have the matter settled now, and will appreciate it very much if you will exercise your good offices looking to have these parties consider the position we take, and make us some sort of a proposition with reference to settling the matter.

Very truly yours,



Diet. J. C. P. d/

R. W. PEATROSS

T. D. SAVAGE

LAW OFFICES
PEATROSS & SAVAGE
CITIZENS BANK BUILDING
NORFOLK, VA.

Norfolk, Va., Oct. 28, 1909.

Mr. S. E. Everett,
Attorney at Law,
Suffolk, Virginia.

Dear Sir:

Acknowledging receipt of your two favors of the
27th. inst. in the matter of judgment of Caroline County Bank
v. W. H. Holland:

We have today forwarded your letters to Mr. A.
H. Baker, Sheriff, and enclose you herewith a copy of our
letter to him.

We, of course, have no disposition to make one
man pay another man's debt and if the Sheriff has levied an
execution upon the property of the wrong W. H. Holland, that
is, of course, a matter for the Sheriff to straighten out,
and we have written him as you will see to this effect.

We know nothing about the merits or demerits
of your clients' claim as represented to us by you, and we
certainly do not know against what W. H. Holland our client
has judgment. We request that you take this matter up with
Mr. Baker after he has looked into the situation.

Very truly yours,

Peatross & Savage

Enc. R. W. P.
Enc.

Norfolk, Va., Oct. 28, 1909.

Mr. A. H. Baker, Sheriff,

Suffolk, Virginia.

Dear Sir:

We are in receipt of two letters from Mr. S. E. Everett of Suffolk, who advises us that in the matter of execution in your hands of Caroline County Bank v. W. H. Holland your Deputy has levied on the property of the wrong W. H. Holland. I enclose you for your information, Mr. Everett's letters, which you can return to us when they have served you r purpose. Your Deputy will doubtless know whether the party upon whom the levy has been made is the same party upon whom he served the original warrant.

If the execution has been levied upon the property of the wrong man, of course, you will naturally for your own protection, have to dismiss the levy. If no mistake has been made we trust that you will be able to collect the amount of the execution. We are enclosing correspondence of Mr. Everett as it may enable you to straighten the matter out if a mistake has been made, and certainly as we view it, you are principally the interested party.

Kindly return correspondence.

Very truly yours,

Dec. 2. P.
Enc.

Copy to S E Everett

January 15, 1910.

Mess. Peatross & Savage,

Norfolk, Va.

Gentlemen:

Your letter just received. I think I can make some arrangements about the Bill Holland matter. I will arrange some paper to identify him from the other Hollands, and have you to address this letter to the Clerk and make a note of it on the Judgment Docket.

It will be best for you to file your bill in the Charles Boone matter as he is very slow to act and you will have to force him a little before you will ever be able to get him to do any thing.

Very truly yours,

SEE/D

R. W. PEATROSS

T. D. SAVAGE

LAW OFFICES
PEATROSS & SAVAGE
CITIZENS BANK BUILDING
NORFOLK, VA.

Norfolk, Va., Jan. 14, 1910.

S. E. Everett, Esq.,
Suffolk, Virginia.

Dear Sir:

Caroline County Bank v. W. H. Holland:

Referring to the above matter, and to your proposition made to the writer in your office just before Christmas. Your proposition was to pay the costs of the present levy in consideration of my releasing the judgment against the W. H. Holland whom you represent. We are prepared to exceed to your proposition provided you can suggest some manner in which we can release this judgment without its estopping us ~~from~~ getting judgment against the correct Bill Holland.

What about the Boone matter? We have filed our bill, not hearing from you.

Very truly yours,

Peatross & Savage

Dic. R. W. P.

Annie L. Corprew et als
vs. } In chancery
W^m. H. Holland et als

Report of Bradford
Kilby, Comr. in Chan-
cery under decree of
December 21, 1910.

1911 Mch 1 Filed
M. M. Watkins D.C.

Bradford Kilby

ATTORNEY AT LAW,
SUFFOLK, VIRGINIA.

Annie H. Corprew et als.....Complainants.

Vs.

William H. Holland et als.....Defendants.

This cause came on this day to be again heard on the papers formerly read and on the report of S. E. Everett, Special Commissioner, this day filed, to which report there is no exception, and was argued by counsel.

On consideration whereof, it appearing to the Court from said report that proper distribution has been made, the Court doth adjudge, order and decree that said report be confirmed, and there remaining nothing further to be done, it is ordered that the same be stricken from the docket.

Annie H. Corprew et als

vs. Confirming final report

William H. Holland et als.

Enter 27, July, 1912.

James L. McComore.

Entered in Chancery Order

Book 4, page 523.

To the Honorable James L. McLemore, Judge of the
Circuit Court of Nansemond County, Virginia.

Annie H. Corprew, Tip Corprew, Sallie H. Watson,
James Watson, Joseph Holland, Florence C. Holland,
John H. Holland, Clara B. Holland, Alexzena
Holland Barnes, Lewis Barnes and Charles
Holland ----- Complainants
vs. In Chancery

William H. Holland, Caroline Holland,
Ash Holland and Jessie J. Holland ----- Defendants

Complaining sheweth unto the court, your complainants, Annie
H. Corprew, Tip Corprew, Sallie H. Watson, James Watson, Joseph Holland,
Florence C. Holland, John H. Holland, Clara B. Holland, Alexzena Holland
Barnes, Lewis Barnes and Charles Holland, that John H. Holland, Sr. was
in his lifetime seized and possessed of certain real estate lying in the
County of Nansemond and described as follows:

First: That certain tract known as the Major Wiley place
containing twenty-five acres more or less, and adjoining the lands of
Dempsey Harrell, W. L. Whitfield, Bill Holland and Tom Miles near
Howell Mill Pond.

Second: That certain tract known as the Howell tract
containing sixty-three acres and bounded as follows: On the North by the
land of Chas. Harris; on the East by the Ned Howell tract of land; on
the South by the W. T. Cross estate, and on the West by the Gatesville
road.

Being so seized and possessed of the said real estate, about
the year 1895 said John H. Holland, Sr. departed this life intestate,
leaving the following, his only children and heirs-at-law: Annie H.
Corprew, Sallie H. Watson, Joseph Holland, John H. Holland, Alexzena

Holland Barnes, Charles Holland, William H. Holland and Ash Holland.

And your complainants farther state that the said real estate is, as they believe, susceptible of partition among the parties thereto; but if it be not, then your complainants desire the same to be sold, and the proceeds divided among the parties, according to their respective rights. Should the property not be divisible in kind, your complainants believe, and here state, that the interests of those who are entitled to the said real estate, or its proceeds, will be promoted by a sale of the whole of said real estate, or by an allotment of part and sale of the residue.

In tender consideration, whereof, and forasmuch as your complainants are remediless in the premises save by the aid of a court of equity, where matters of this kind are alone and properly cognizable, your complainants pray that the said William H. Holland, Caroline Holland Ash Holland and Jessie J. Holland be made parties defendant to this bill, that proper process issue; that the said real estate be divided between the several parties entitled thereto, and your complainants' portions thereof be allotted to them, and in case the same real estate cannot be partitioned and divided in kind, that the same be exposed to sale, and the proceeds of such sale be divided among the parties entitled thereto; that all proper orders and decrees may be made, and proper enquiries be directed, and that all such other, farther and general relief may be afforded your complainants as the nature of their case may require, or to equity shall seem meet. And your complainants will ever pray, etc.

Counsel.

H. E. Barnes

*Amie H. Corprew
Zeph Corprew
Sallie H. Watson
James Watson
Joseph Holmsted
Florence C. Holmsted
John H. Holmsted
Clara B. Hollander
Alexzandra Holland Barnes
Lewis Barnes
Chas. Hollander
By
H. E. Barnes their atty*

St. Lawrence Co.
Cemetary Corp. v. Bill

William H. Holland et al.

Annie H. Corprew & others.
vs.
William H. Helland & others

1910 Dec. 2 - Process issued returnable to first
Dec'r Rules. Executed

1910 - 1st Dec'r Rules - Bill filed and Decree nisi
vs all defendants.

1910 - 2nd Dec'r Rules - Decree nisi confirmed and
cause set for hearing

Notes.

S. E. Everett pg

Annie H. Coxpreu^{telers}
pg & Chancery -

William H. Holland^{telers}

1912. July 27.
Fernal Decree

Costs:

Tax	1.50
Clerk	7.05
Sheriff	4.00
Atty	15.00
Comr.	25.00

\$52.55

No. 10. 2 CUSSETS