

1916-007
Nansemond Co (Suffolk) Chancery Causes: James E. Jordan vs M. G. Jones et al

Williams, Weatherly, Farmers Bank of Nansemond]

Oct 18 1915

Received from Pat Reuter & Co
Twelve x x x Dollars

Remains on hand in Joe E. Jordan
M. J. Jordan stock.

\$12 ⁰⁰.

Wm W. Allen

Oct 18 1915

Received from R. H. Reuber Spd balance
to even $\frac{13}{100}$

in full pymt Clerk Carl & Miss Lief J. S. Wilson is
Mr. J. S. Wilson

\$ 11 $\frac{13}{100}$

G. E. Reuber

Oct 18th 1915

Received from R.H. Reuter and Co. Inc.
Two x x x Dollars
Shuff fee in K. Jordan & H.G. Jordan at
\$ 2⁰⁰

H.G. Jordan

Oct 18. 1915

Received from Ott Kauler of L Coe
Hipleon X X + Dollars

See in J. E. Jordan in M. G. Jones etc.

\$15⁰⁰

Bradford Kilby, Comm.

Oct 18" 1911

Received from R. H. Canby of L. L. Lumber
Seventy four x x x Dollars

less in J. E. Jordan is M. G. Price at 40

\$74⁰⁰ R. H. Canby

M. R. H. Rawles, Spcl Commr

TO THE SUFFOLK HERALD CORPORATION, DR.,

NEWSPAPER AND JOB PRINTING

TERMS OF THIS BILL NET CASH

BELL PHONE 135

July 24 100 Auction Sale Bills

200

Read Page 2

Read Pacy
Luff Heron left 2 weeks ago

James E. Jordan
 C. R. FULGHAM, Treasurer of Nansemond County, Va., Dr.

SLEEPY HOLE DIST.
 1915
 Taxes and Levies

7398

SUBJECTS OF TAXATION	Valuation	Rate of State Tax Per \$100	Amount of State Tax	COUNTY AND DISTRICT LEVIES		TOTAL
				Real Estate and Tangible Property	Intangible Property Classes 1, 2, 3, 4, 5, 7, & 8	
Real Estate	100 Acres	1.500	\$10	1.50	8.00	19.50
	Acres		.10			
Personal Property—Tangible (Sched. B) - -		.10				
Personal Property—Intangible (Classes 1, 2, 3, 4, and 7)		.65				
Personal Property—Intangible (Class 5) Fiduciary -		.65				
Personal Property—Intangible (Class 8) - - -		.35				
Personal Property—Intangible (Class 6) Money - -		.20				
Income - - - - -		1%				
Capitation Tax - - - - -			1.50			
TOTAL - - - - -						19.50
Credit - - - - -	\$					
- - - - -	\$					
- - - - -	\$					

Paid *Oct 18th* 1915

Received payment:

J. W. Artman Deputy Treasurer

#1857.37

Suffolk Va. Feb. 7. 1916.

Recd of R H Raeder special Commissioner in the chancery case of Jas E. Jordan vs M. G. Jones and pending in the Circuit Court of Nausemond County the Certificate of deposit of the Farmers Bank of Nausemond in Suffolk Va. dated Oct 18. 1915 being for the sum of Eighteen Hundred and fifty Seven $\frac{37}{100}$ dollars with accrued interest thereon, by the R H Raeder special Commissioner in said case said Certificate having been paid over to me by virtue of a decree in said case entered on the 5th day of February 1916.

J. E. Jordan

Receipt.

\$1857.39

Jos. E. Jordan to

R. W. Barber special

Collector.

After 5 days, return to
THE RIDGE LUMBER CO.
LYNCHBURG, VA., INCORPORATED
P. O. Box No. 42,
LYNCHBURG, VA.



Mr. R. H. Rawles,
Attorney-at-law,
Suffolk, Va.

1215021
2910
1113 1/2
Medicine

$$\begin{array}{r}
 287 \\
 \hline
 861 \\
 \hline
 287 \\
 24 \\
 \hline
 263
 \end{array}$$

$$\begin{array}{r}
 90 \\
 12 \\
 \hline
 102
 \end{array}$$

$$\begin{array}{r}
 798.20 \\
 20 \\
 \hline
 818.20
 \end{array}$$

Copy of Costs

Taxed in the Suit of:

.....*R. H. Rawls*.....p. q.

James E. Jordan.....
vs.

J. H. Jones et al.....

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA

Writ Tax

Clerk (*including copy of will¹⁰⁰*)

Sheriff

Attorney

Commissioner

Printer, for Order of Publication, etc.

1 50

9 63

2 00

15 00

15 00

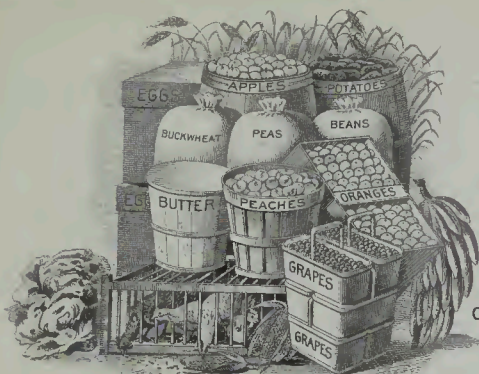
\$ 43 13

\$ 36 13

Date of Judgment or Final Decree

191

Paid *Oct. 18, 1915* *H. E. Dwyer*
(Per agreement of R. H. Rawls) Clerk



CONSIGNMENTS
SOLICITED.

W. S. Cross Company, Inc.
WHOLESALE



PRODUCE
AND
COMMISSION MERCHANTS.

OWNERS OF

CALYCINE BOTTLING COMPANY

Bottlers of HIRES TOKO, GOEDELLE GINGER ALE, SODAS, ALL FLAVORS,

FANCY GROCERIES, CAKES, CRACKERS & CANDIES.

SUFFOLK.VA.

In addition to the account rendered
in the Dec. you will find also
slide

1. The fee simple & Annual value
of the Esau farm.
2. The liens thereon of any & whether
ever used for delinquent taxes.

R. H. Barker

20. F

W. S. Cross Company, Inc.

WHOLESALE



PRODUCE

AND COMMISSION MERCHANTS.

OWNERS OF
CALYCINE BOTTLING COMPANY

Bottlers of HIRES TOKO, GOEDELLE GINGER ALE, SODAS, ALL FLAVORS,

FANCY GROCERIES, CAKES, CRACKERS & CANDIES.

SUFFOLK.VA.

Alt	74.00
Bond	12.00
Chick	11.13
Shiff	2.00
Cleen	15.00
Auch	5.00
Ad extra mals	2.00
Tray 1914	20.48
1915	19.50
2000.00	
161.11	
<u>1838.89</u>	
1836.89	
Slip	161.11
	<u>2.00</u>
	163.11

Mr. J. H. Line.

Mr. Simon Lawrence.

108
12

950
500 ✓
450

87 - 76
25 -
61
8
42

1 1500
34
49

1550
950
200
100

226
202

24
223.
247
13x 17
113

~~RAK~~

200
4800

49.
15-
10
74

she owes cash for $\frac{1}{2}$ from
Sept. 25. 1911.

on a sale she would be entitled
to $\frac{1}{2}$ proceeds: after paying
off liens & debts.

she redeems the debt to
she charges his interest with one
half of this cash paid by her
she charges his interest with the
\$27 debt.

she charges the sum of \$700 for
improvements made on the place
of her.

Hon. Geo. E. Bunting Clerk of the Circuit Court
of Housenud County:

James E. Jordan
Plt

Def

M. G. Jones

Def.

Rhoda A. Williams
Jerry Jones
E. H. Williams

Issue summons for plaintiff against
defendants to first February rules 1915-
to answer a Bill in chancery.

R. H. Rawles J. G.

Mr Bunting: Issue these notices. Send the
two for E. H. Williams and Rhoda
A. Williams to me. I will see you
about the deposit when I call.
Very truly
R. H. Rawles

James E. Jordan,

vs.

In Chancery.

M. G. Jones, et als.

This cause came on this day to be heard on the bill of the complainant and the exhibits filed therewith, and the defendants who appear to have been proceeded against in the manner prescribed by law, failing to appear, plead, answer or demurr and was argued by counsel.

On consideration whereof, the court being of opinion from an inspection of the will of the late W. E. Jordan, deceased, a copy of which is filed with the papers in this case, that the plaintiff James E. Jordan takes only a defeasible fee in the real estate mentioned in the bill and known as the "Eure Farm", doth order, adjudge and decree that by a true construction of the said will and doth construe said will to mean that the said James E. Jordan takes only a defeasible fee in said real estate; but the court being further of the opinion that upon a case properly made out and upon proper proof the said real estate may be sold and the proceeds arising from such sale be invested for the use and benefit of parties interested in said estate, subject to the limitations of said will, doth order, adjudge and decree that the papers in this cause be referred to one of the commissioners of this court, who shall inquire into, ascertain and report to court whether the interest of all parties interested in said real estate, directly or contingently, will be promoted by a sale thereof, and a reinvestment of the proceeds according to law; and this cause is continued.

Decree for accounts

Enter May 22. 1915
Jas. Lovelmore

Chancery Order
Book No. 5 -
Page 5 -

To James E. Jordan, Complainant.

and

M.C. Jones, Rhoda
A. Williams, Jerry
Jones and A.B.
Williams.

Defendants.

In Chancery.

You are hereby notified that on the 25th day of June 1915, at my office in Suffolk, Va. (at which time and place you are required to attend), I shall take note 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 Richmond County Va. rendered the 22nd day of May 1915, in the suit in Chancery pending in said Court to which you are parties plaintiff and defendant, to-wit:

(1) Whether the interest of all parties interested in said real estate mentioned in the bill in this cause, directly or contingently, will be promoted by a sale thereof, and a re-investment of the proceeds according to law.

Given under my hand as Commissioner in Chancery of said Court the 18th day of June 1915.

Bradford Kilby
Commissioner in Chancery

Executed this 25 day of June 1915 by delivering true copies of the
within process to M. C. Jones, and Jerry Jones, in person in the
County of Nansemond, State of Virginia.

ASW Baker
-----Sherif^f

Cast Jones, on
ASW

Original

To James E. Jordan ,Complainant.)

and)

M.G. Jones, Rhoda
A. Williams, Jerry
Jones and E.H.
Williams.

Defendants.)

In chancery.

You are hereby notified that on the 28th.day of June 1915, at my office in Suffolk, Va. (at which time and place you are required to attend), I shall take state and settle the following accounts which are to be taken, stated and settled and reported to Court in pursuance of the decree of the Circuit Court of Nansemond County Va. rendered the 22nd.day of May 1915, in the suit in chancery pending in said Court to which you are parties plaintiff and defendant, to-wit:

(I) Whether the interest of all parties interested in said real estate mentioned in the bill in this cause, directly or contingently, will be promoted by a sale thereof, and a re-investment of the proceeds according to law.

Given under my hand as Commissioner in Chancery of said Court the 18th.day of June 1915.

Bradford Kilby
Commissioner in Chancery

We hereby accept sufficient and legal
evidence of the above within. June 18. 1915-

Sign here

Rhoda A. Williams

E.H. Williams

PRINCIPLES ON WHICH COURT WILL CONSTRUCT WILL.

In construing a will the court will make the amplest allowance for the unskillfulness and negligence of the testator. Technical formalities will be disregarded; the most perplexing words and sentences will be diligently sought out in every part of the instrument; and the whole carefully weighed together.

Wooten vs. Redd 12th Gratt. 196.

THE INTENTION.

It was the intention of the testator W. E. Jordan to give this land absolutely and in fee simple to his grandson James E. Jordan, provided he lived to reach the age of twenty-one years and had issue. The whole will must be read together and all the circumstances considered. When this will was made and even when it was probated James E. Jordan the grandson was an infant of tender years, being only of the age of nine years; the enjoyment of the estate given him was withheld from him for ten years; it was to be rented out and the rents and profits paid to his uncle Robert Jordan, during these ten years, and the testator no doubt thinking or fearing that his grandson James E. Jordan, then an infant, might die during these ten years and before he reached the age of twenty-one, provided that in that event the land was to go to his sister.

A GIFT ABSOLUTE IN ONE CLAUSE NOT TO BE RESTRICTED BY SUBSEQUENT CLAUSE.

Having been given the land by the first clause in the will provided he acquired the age of twenty-one years, his estate therein cannot be restricted or cut down by the

concluding clause. This is shown by the following case.

Testator by five separate clauses in his will gave to his five daughters, ^five slaves and fifteen hundred dollars in money, "to her and her heirs forever." By the 9th clause he gives all the balance of his estate real and personal to be equally divided among his children before named, which he lends to them during their life and at their death to be equally divided among their children. "But should either of any of his daughters die without an heir of their own body, then it is his will that all the property loaned or given them be equally divided among his grandchildren." Held, the daughters took the property and money given them in the first seven clauses absolutely and their right thereto is not cut down or restricted by the concluding provisions of the 9th clause. Where property is clearly given absolutely by one clause of the will the right thereto will not be limited or restricted by a separate clause, unless the language of the second clause is as clear and explicit as the terms embraced in the first clause. It is not sufficient to create a doubt from other terms in another part of the instrument. Possibilities and even probabilities will not avail. *Barksdale vs. White* 28 Gratt. 224.

JAMES E. JORDAN TOOK A VESTED ESTATE SUBJECT TO BE DIVESTED, BUT WHICH BECAME ABSOLUTE WHEN HE REACHED THE AGE OF TWENTY-ONE YEARS.

In 1871 testator willed property to be held by his executors in trust for his grandchildren G. & E. until they respectively arrived at twenty-one or marry; and if either die without lawful issue then the whole to be held for the survivor until twenty-one; and if survivor be twenty-one at the time of such death then the whole to go to him; but should both die without lawful issue, then the whole to revert to testators estate.

G. & E. both attained twenty-one and died without lawful issue. Held G. & E. took a vested estate in fee, subject to be divested ^{only} on the death of each under twenty-one without issue, and as soon as each of them arrived at twenty-one this estate became absolute and indefeasible. Withers vs. Sims 80 Va. 651. *This is a recent case.*

JAMES E. JORDAN TOOK AN ESTATE TAIL IN THE LAND DEVISED TO HIM WHICH WAS CONVERTED BY STATUTE INTO A FEE SIMPLE AND THE LIMITATION OVER IS VOID.

B. died in 1807 and by his will devised a tract of land to each of his sons J. & F.; then he says it is my will if my son J. die without issue that the property heretofore given him shall go to his brother F., who in that case will lose the land heretofore given him. J. dies without issue. Held J. took an estate tail in the land devised to him which was converted by the statute into a fee simple and therefore the limitation over to F. is void. Tinsley vs. Jones 13 Gratt. 289.

ESTATE TAIL CONVERTED INTO FEE SIMPLE BY STATUTE.

H. By his will in 1764 devised a tract of land to his widow during her natural life and after her decease to his nephew and the lawful heirs of his body, but in case his nephew should die without issue then to T. H's brother. The nephew died in 1780 under age, intestate and without issue. Held, the nephew is entitled to fee simple estate by virtue of the statute which converted estates tail into fee simple. Hunter vs. Haines 1st Wash. 71.

By will dated 1778 the testator gave to his two sons a tract of land to be equally divided between them, but in case either should die without issue he desired that survivor should have the whole. But if both died without issue he desired the land sold by his executors. Held, this is an estate taile converted into a fee simple. *Broadus vs. Turner*, 5th Randolph. 308.

A devise of land to the son of the testator for life, but if the son should die without heirs, then the land is to be equally divided among his daughters. Held, this gives a fee tail converted into a fee simple. *Ball vs. Payne*, 6 Randolph, 73.

If my wife die without issue the whole of my estate to revert to my daughter; if my daughter die without issue the whole of my estate to revert to my wife. If both die without issue to revert to my brother J. Held, each of the devises was an estate tail converted into a fee simple by statute. *Jiggets vs. Davis*, 1 Leigh, 368.

Testator devises real estate to his daughter and her husband, J. B. during the life of the longest liver of them; in default of issue to M. B.'s offspring. Held, an estate tail converted into a fee simple. *Brambler vs. Billups* 4 Leigh, 90.

The testator devised to his daughter P. C. his plantation, but should she die without heirs of her body then to be divided between the son-in law and son of the testator. Held, an estate tail converted by statute into fee simple. See *vs. Craigen* 8 Lee, 449.

The testator in 1819 devised the three daughters, his estate to them and the lawful heirs of their bodies; in case either of the daughters died without heirs the survivors to enjoy her part. Held, an estate tail converted by statute into fee simple. Nowlin vs. Winfree

Law notes.

P. H. Rees.

TO:

Mrs. Rhoda A. Williams,

Mr. R. H. Williams,

Mrs. M. G. Jones,

Mr. Jerry Jones.

Please take notice that I shall at the office of
R. H. Hawles, in Suffolk, Virginia, on the 24th day of June,
1915, between the hours of 8 A. M. and 6 P. M. of that day,
proceed to take the depositions of myself and others, to be
read as evidence in my behalf, in a certain suit in equity
depending in the Circuit Court of Henric County, Virginia,
wherein I am plaintiff and you are defendants; and if from any
cause the taking of said depositions be not commenced on that
day, or if commenced be not concluded, the taking of the same
will be adjourned and continued from day to day or from time
to time, at the same place and between the same hours until
the same shall be completed.

James E. Jordan
By R H R Hawles
Counsel,

We hereby accept sufficient and legal
service of the above notice June 10th 1915-

Ryan Hunt

Rhoda Williams

E. H. Williams

June 28

Left at 10:00 AM for
the first time in
the morning. The
first day was very
warm and sunny.
We went to the
beach and had
a picnic. The
children were
very happy.
We stayed at the
hotel and had
a very good
night's sleep.
The weather was
just what we
needed.

James E. Jordan,

vs.

In Chancery.

M. G. Jones, et als,

IN THE CIRCUIT COURT OF HANSEMOND COUNTY:

To The Honorable James L. McLemore,

Judge of the said court.

Your undersigned Special Commissioner in the Chancery cause of James E. Jordan, vs. M. G. Jones, and others, now pending in said court, respectfully reports that pursuant to a decree entered in said cause on the 5th day of February, 1916, direction him to do so, that he has assigned, set over, conveyed and delivered unto James E. Jordan the certificate of deposit of the Farmers Bank of Hansemond, in Suffolk, Virginia, for the sum of \$1857.37 and has taken his receipt for the same, which he herewith files; that he has paid all the cost of this suit; and that so far as he knows there remains nothing else to be done in this cause.

All of which is respectfully submitted.

R. H. Rauls
Special Commissioner.

Final report.

Filed Feb. 7. 1916
J.S.M.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

James E. Jordan,

vs.

In Chancery.

M. G. Jones, et als.

This cause came on this day to be again heard on the papers formerly read, as well as on the petition of the plaintiff, James E. Jordan, and the petition of the defendants, M. G. Jones and Rhoda A. Williams, and the exhibit filed with said petition and was argued by counsel.

On consideration whereof, it appearing to the court from the said petition and exhibit filed therewith, that the said defendants, M. G. Jones and Rhoda A. Williams, have sold and conveyed with general warranty of title ^{to Jas. E. Jordan} all their right, title and interest of every kind and character, legal and equitable, vested and contingent, in and to the certificate of deposit of the Farmers Bank of Nansemond, of Suffolk, Virginia, now filed with the court in this cause, amounting to the sum of \$1857.37, and that they the said defendants have no further interest in said suit or in said certificate of deposit, and the said defendants having by their said petition prayed the court to direct and decree that the said sum of \$1857.37 represented by said certificate of deposit, be paid over in full to the said James E. Jordan as and for his absolute estate, the court doth order, adjudge and decree that R. H. Rawles, the Special Commissioner heretofore appointed in this cause, shall assign, set over and deliver unto the said James E. Jordan the said certificate of deposit of the Farmers Bank of Nansemond, for the sum of \$1857.37, to be held by him absolutely as his own property, taking his receipt for same; and the said Special Commissioner is directed to report his actions under this decree to this court, and this cause is continued.

Deane.

Ordering fund to be
paid to Jas. E. Jordan.

Enter Feb. 5. 1916.
Jas. S. McNamee,

Under Book no. 5-
Page 36-

James E. Jordan

vs.

In Chancery.

M. G. Jones, et als.

This cause came on this day to be again heard on the papers formerly read as well as on the report of R. H. Rawles, Special Commissioner, showing collection of purchase money and distribution of same, which said report was filed on the 16th day of October, 1915, and to which no exception has been filed and was argued by counsel.

ON CONSIDERATION WHEREOF, it appearing from said report that pursuant to a decree entered in the said cause on the 11th day of October, 1915, the said Special Commissioner has collected the whole of the purchase money from the purchaser J. R. Carney, for the real estate sold to him under and by virtue of said decree; that he has made to the purchaser a deed for said real estate, with the covenants of title usual in such cases; that he has paid off all the cost and expenses of this suit and sale of said real estate; that all of his disbursements are accompanied by proper vouchers; and that he has invested the remainder of the purchase money, to-wit: The sum of eighteen hundred and fifty-seven dollars and thirty-seven cents (\$1857.37) in a certificate of deposit of the Farmers Bank of Nansemond in Suffolk, Virginia, and has filed the said certificate with the papers in this cause, the court doth confirm the said report and doth order, adjudge and decree that the said certificate of deposit shall remain filed with the papers in said cause until the further order of this court, and this cause is continued.

Decree
Confirming District

1915 Octo. ^{27th} ~~24th~~ C. C. Curtis

Jus. L. M. Linnare

Order Book No. 5-
Page 22

TO THE HONORABLE JAMES L. MCLEMORE,

JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY:

Your undersigned Special Commissioners in the Chancery cause of James E. Jordan vs. M. G. Jones, et als, now pending in the Circuit Court of Nansemond County, begs leave to respectfully report that pursuant to a decree entered in the said cause on the 11th day of October, 1915, he has collected of the purchaser J. R. Carney, the whole of the purchase money for the tract of land heretofore sold under a decree in said cause, to-wit: The sum of two thousand (\$2000) dollars; that he has made to the said J. R. Carney a deed for said tract of land known as the Eure farm, and fully described in said bill in said cause, with the covenants of title usual in such cases; that he has paid off and discharged all of the cost and expenses of said suit and sale, and that he herewith files vouchers showing all of said payments; that he has invested the remainder of the purchase money, to-wit: The sum of eighteen hundred and fifty-seven dollars and thirty-seven cents (\$1857.37) in a certificate of deposit of the Farmers Bank of Nansemond, pursuant to said decree of October 11th, 1915.

Your Special Commissioner further respectfully reports that he has not assigned the said certificate of deposit to the said Farmers Bank of Nansemond to be held by them as collateral security for a certain debt due them by the said James E. Jordan because said bank has reported that the said James E. Jordan has paid a part of said debt and has given them satisfactory security for the remainder, outside than the said deed of trust which they formerly held on the tract of land known as the Eure farm, and that they have released the deed of trust which they held, and which was executed by said James E. Jordan, on the said Eure farm.

Your Special Commissioner has therefore simply invested the remainder of the purchase money, to-wit: Eighteen hundred and fifty-seven dollars and thirty-seven cents (\$1857.37) in said certificate of deposit and files the same with the papers in this cause, subject to the further order of this court.

Your Commissioner further reports that in his opinion the said James E. Jordan is entitled absolutely to the interest accruing

-2- on said sum of \$1857.37 and
entire to draw the same annually.

Your Commissioner hereto appends a statement of his trans-
actions ^{also the report of the Harmon Bank of Waukesha} which he asks may be read as a part of this report.

All of which is respectfully submitted.

W. H. Reeder

Special Commissioner.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

James E. Jordan,

vs.

In Chancery.

M. G. Jones, et als.

To the Honorable James L. McLemore,

Judge of the Circuit Court of Nansemond County:

WHEREAS, We formerly held a deed of trust on the land of James E. Jordan known as the Eure farm and fully mentioned and described in the bill in the above cause, to secure a debt of one thousand (\$1000) dollars, due to us by bond of said James E. Jordan;

AND WHEREAS, By our petition heretofore filed in the above cause, we respectfully asked that when the farm was sold after the payment of cost and expenses, that the remainder of the purchase money should be invested in a certificate of deposit of this bank and assigned to us to be held by us as collateral security;

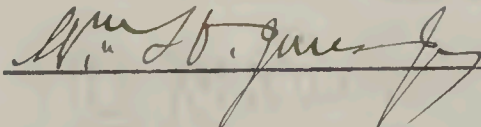
We now desire to respectfully represent to the Court that the said James E. Jordan has paid the larger part of the said bond of one thousand (\$1000) dollars due us by him, and has given us satisfactory security for a new note made by him for the remainder of said debt, and we further inform the court that we have relased the deed of trust on record which we held as security for the said debt, and have no further interest in the said tract of land known as the Eure farm, nor in the proceeds of the purchase price. We therefore, do not any longer ask that the said Certificate of Deposit be assigned to us.

All of which is respectfully submitted.

October 18th, 1915.

The Farmers Bank of Nansemond,

By



Cashier.

R. H. Rawles, Special Commissioner,

In Account with the Chancery Cause of James E. Jordan,
vs. M. G. Jones and others, in the Circuit Court of
Nansemond County.

Amount received from sale of real estate sold to

J. R. Carney, October 14th, 1915,

\$2000.00

Paid out.

Woodward & Elam, premium on bond	12.00
Geo. E. Bunting, Clerk of Court,	11.13
A. H. Baker, Sheriff,	2.00
Bradford Kilby, Commissioner,	15.00
J. W. Hostler, crier,	5.00
Suffolk Herald, handbills,	2.00
C. R. Fulgham, Treasurer, taxes, 1915,	19.50
U. S. stamps on deed	2.00
R. H. Rawles, commissions on sale,	49.00
Attorneys tax fee	15.00
R. H. Rawles, writing deed to purchaser	10.00

Total cost

142.63

Remainder invested in certificate of depos-
it of the Farmers Bank of Nansemond, in
Suffolk, Virginia, pursuant to a decree
entered in said cause on October 11th,
1915, in Chancery Order Book No. 5, page
16.

1857.37

Total

\$2000.00

R. H. Rawles
Special Commissioner

Report of
Distribution.

Filed Oct 16. 1915

TO THE HONORABLE JAMES L. MCLEMORE,

JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY:

Your undersigned Special Commissioner in the Chancery cause of James E. Jordan vs. M. G. Jones and others, now pending in said court, respectfully begs leave to report:

That pursuant to a decree entered in said cause on the 16th of July, 1915, ordering the real estate in the bill and proceedings mentioned and known as the Eure farm to be sold, and naming R. H. Rawles as Commissioner to sell the same, this Special Commissioner did, after having advertised the said land for fifteen (15) days as required by said decree, and after having given bond as required by said decree and having in all other respects fully complied with all the terms and conditions of said decree, offer said real estate at public auction, before the old Post Office site in Suffolk, Virginia, on the 21st day of August, 1915, said offer of sale being made on the terms and conditions named in said decree. At which said sale the said tract of land known as the Eure farm in the bill and proceedings mentioned was struck off to James E. Jordan, for the price and sum of two thousand (\$2000) dollars, that being the highest bid offered for the same. After the said sale was over the purchaser, James E. Jordan approached this Special Commissioner in company with J. R. Carney and requested your Special Commissioner to transfer his bid to said J. R. Carney and to report J. R. Carney as the purchaser of the said tract of land at said sale, all of which appears from a writing herewith filed and made a part of this report. Your Special Commissioner therefore reports J. R. Carney as the purchaser and further reports that the said purchaser has expressed a desire since the sale to pay the whole of the purchase money in cash and take a deed for said tract of land. Your Commissioner thinks this is a fair sale as the land was reported by Commissioner Bradford Kilby, to whom the papers in this cause had heretofore been referred as being of the fee simple value of from \$2000 to \$2500. Your Commissioner recommends that the sale be confirmed.

All of which is respectfully submitted.

R H Rawles Spcl Commissioner

R. H. RAWLES
Attorney at Law and Notary Public
SUFFOLK, VA.

August 21st, 1915.

To Mr. R. H. Rawles,

Special Commissioner in the Chancery cause of
James E. Jordan vs. M. G. Jones, et als, now
pending in the Circuit Court of Nansemond County.

Dear Sir:-

Whereas, the Eure farm sold by a decree of
court in the above cause on this day was struck off to
me at the price and sum of \$ 2000., I being
the highest bidder for the same, and whereas, *J. R.* Carney
desires to have my bid transferred to him and to have
himself put in as the successor in my place and stead,

Now this is to request you to transfer my bid
for the same to him, together with all my rights in the
premises.

Yours very truly,

J. E. Jordan

I hereby agree to the above and request that I
be named as the bidder in the place and stead of J. E.
Jordan for the Eure farm.

J. R. Carney

Report of Sale.

Filed Aug. 23. 1915.
Kate P. Bell, D. C.

James E. Jordan,

vs.

In Chancery.

M. G. Jones, et als.

This cause came on this day to be heard on the papers formerly read, as well as on the report of R. H. Rawles, Special Commissioner, heretofore appointed as such, and required to sell the land in the bill and proceedings mentioned known as the Eure farm, which said report was filed on the 23d day of August, 1915, and to which no exception has been filed and was argued by counsel.

On consideration whereof, the court doth confirm the said report and doth also confirm the sale therein of the Eure farm; and it appearing from said report that the purchaser, after the sale had expressed a desire to pay the whole of the purchase money in cash, although it was sold according to the decree on a credit, the court doth further order, adjudge and decree that the said Special Commissioner shall receive the whole of the said sum of two thousand(\$2000)dollars, the purchase money, from the said purchaser, J. R. Carney, in cash, and when said money has been so received the said Special Commissioner is hereby directed to execute and deliver to the said J. R. Carney a deed for said tract of land known as the Eure farm in the bill and proceedings mentioned with the covenants of title usual in such cases; out of the proceeds of said sale the said Special Commissioner shall first pay off and discharge all the cost and expenses of this suit and sale, and the remainder of the purchase money he shall invest in a certificate of deposit of the Farmers Bank of Nansemond, in Suffolk, Virginia, which said certificate of deposit the said Special Commissioner shall assign to the said Farmers Bank of Nansemond as collateral security for the payment of a note of one thousand (\$1000) dollars now due said Farmers Bank of Nansemond by James E. Jordan, the said certificate of deposit to be held as collateral security by said Farmers Bank of Nansemond by the same tenure and effect that the said Farmers Bank of Nansemond now holds the deed of trust on said land known as the Eure farm, to secure the payment of the said note of one thousand (\$1000) dollars due by James E.

-2-

Jordan.

The said Special Commissioner is directed to report all his actions under this decree to this court, and this cause is continued.

Decree
Confirming Sale

Enter Octo. 11. 1915

Mr. S. M. Moore

Order Book No. 5-

Page 16

James E. Jordan,

vs.

In Chancery.

M. G. Jones, et als,

This cause came on this day to be again heard on the *the petition of the Farmers Bank of Nansmond filed July 12, 1915* papers formerly read, as well as on the report of Bradford Kilby one of the commissioners of this court to whom the papers in said cause had been referred, which said report was filed on the 28th day of June, 1915, and to which no exception has been filed and was argued by counsel.

On consideration whereof, the court doth confirm the said report and being of the opinion from the report of said commissioner and all the evidence submitted in this cause that the interest of all parties interest~~ed~~ in the land, directly or contingently, will be promoted by a sale of said land and a re-investment of the proceedings according to law, doth order, adjudge and decree that R. H. Rawles, who is hereby appointed Special Commissioner for that purpose, shall after having first advertised the said land, at least fifteen (15) days, in such manner as he may deem best, proceed to sell by public auction, the said land known as the "Eure Farm" and mentioned and described in said bill as follows, to-wit:

" That tract of land known as the "Eure Farm" consisting of one hundred (100) acres, more or less, lying in Sleepy Hole District, in the County of Nansmond, and State of Virginia, and bounded on the North by Bennett's Cree; on the East by the old Gomer farm; on the South by Williams & Barnes; and West by the land of J. R. Carney; and lying on both sides of the county road that leads from Quaker Neck to Deans, Virginia," before the old Post Office site in Suffolk, Virginia, on some day and time to be named in said advertisement, on the following terms, to-wit: One-half cash and the balance in two equal instalments, payable respectively six and twelve months after date, with interest from date, purchaser to give bond for the deferred payments, and the title to the real estate to be withheld until the further order of the court. But with the option to the purchaser to pay the whole of the said purchase money in cash

-2-

if it be so desired. But before the said Special Commissioner shall act under this decree he shall first enter into a bond before the Clerk of this Court in the penalty of \$ 3000 condition according to law for the faithful performance of his duties as such Special Commissioner, under this and all other decrees that may hereafter be entered in this cause; and the said Special Commissioner is hereby directed to report all his actions under this decree to this court and this cause is continued.

Decree for Sale

Enter July 16. 1915.

Jas S. McNamee.

Under Book 5-

Page 10

Auction Sale of Farm

By virtue of a decree of the Circuit Court of Nansemond County, entered on the 12th day of July, 1915, in the Chancery cause of James E. Jordan vs. M. G. Jones, et als, therein pending, I shall offer for sale at public auction to the highest bidder before the Old Post Office site, in Suffolk, Virginia, at 12 M. on

Saturday, August 21st, 1915

the following real estate, to-wit:

"That tract of land known as the "Eure Farm" consisting of one hundred (100) acres, more or less, lying in Sleepy Hole District, in the County of Nansemond, and State of Virginia, and bounded on the North by Bennett's Creek; on the East by the old Gomer farm; on the South by Williams & Barnes; and West by the land of J. R. Carney; and lying on both sides of the county road that leads from Quaker Neck to Deans, Virginia."

TERMS—One-half cash; the balance in two equal instalments, payable respectively six and twelve months after date, with legal interest from date, purchaser to give bond for the deferred payments, and title to be reserved until further order of Court. But the purchaser will have the option to pay the whole of the purchase price in cash if he so desires.

R. H. Rawles,

SPECIAL COMMISSIONER.

James E. Jordan vs. M. G. Jones, et als.

I, George E. Bunting, Clerk of the Circuit Court of Nansemond County, certify that R. H. Rawles, the Special Commissioner named, has given bond in the above cause, with security deemed sufficient by me.

G. E. BUNTING, Clerk.

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON M. G. Jones, Rhoda A. Williams,
Jerry Jones and E. H. Williams

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 February, to answer a Bill in
Chancery, exhibited against them
in the said Court by James E. Jordan

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this 15th day of
January, 19 15 .., in the 13 9th year of the Commonwealth.

A copy—Teste: }

....., Clerk.

Teste:

G. E. Bunting, ... Clerk.
By Kate Parker D. C.

ORIGINAL

.....R..H..Rawles....., p. q.

.....James E. Jordan.....

vs. } In Chancery.

.....W. G. Jones & als.....

19.15..

...February..... Rules.

....First..... Monday.

NANSEMOND COUNTY COURT,

Process Book, No.....

Page.....

Executed this 19th day of Jan 1914 by delivering a true copy of the within process to Henry Jones in person. M. G. Jones not present at the usual place of abode. It appeared a copy of the writ was sent to his home where it found on the person of his young son in person as he is present.

W. M. B. Allen Sheriff.

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON ~~M. G. Jones, Rhoda A. Williams,~~
~~Jerry Jones and R. H. Williams~~

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 ~~February~~, to answer ~~a~~ Bill in
Chancery, exhibited against ~~them~~
in the said Court by ~~James H. Jordan~~

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this ~~12th~~ day of
..... ~~January~~, 19 ~~11~~, in the 13 ~~9th~~ year of the Commonwealth.

A copy—Teste:

Teste:

G. E. Bunting, ... Clerk. }
By *Nati Parker* D. C.

G. E. Bunting, ... Clerk.
By *Nati Parker* D. C.

Copy for Rhoda A. Williams

....., p. q.

vs. } In Chancery.

19.....

.....Rules.

.....Monday.

NANSEMOND COUNTY COURT,

Process Book, No.....

Page.....

Executed this day of 191..... by delivering a true copy of the within process
to the Clerk of the Circuit Court of the County of Nansmond, State of Virginia.
Superior Court
Rhoda A. Williams
Edward A. Williams
..... Sheriff.

James E. Jordan .

vs.

In Chancery.

M. G. Jones, et al.

TO THE HONORABLE JAMES L. MCLEMORE.

Judge of the Circuit Court of Nansemond County.

The undersigned, The Farmers Bank of Nansemond, respectfully presents this petition to the court and asks that it be made a defendant in the above cause for the sole purpose of protecting its interest.

This defendant says that it now holds a deed of trust on the land in the bill and proceedings mentioned, known as the Eure tract of land, which was devised to the said James E. Jordan by the will of his grandfather, William E. Jordan, subject to certain limitations under the will, to secure the payment of a note for one thousand (\$1000) dollars, made by the said James E. Jordan and his wife, and payable to the said Farmers Bank of Nansemond.

This defendant prays the court that in the event the said real estate be sold under a decree of this court for a reinvestment of the proceeds, that the net proceeds may be invested in a certificate of deposit with the said Farmers Bank of Nansemond, and that the same may be assigned to and held by the said Farmers Bank of Nansemond as collateral security for the payment of the said note for one thousand (\$1000) dollars, said certificate to be held by the same tenure and effect that the said deed of trust is now held on said land, and subject only to the same limitations and conditions.

Respectfully presented,

*Farmers Bank of Nansemond
By M. G. Jones et al.*

Petition,
Farmers Bank of
Wausau

1915 July 12. filed JLM

James E. Jordan,

vs.

M. G. Jones, et als.

In the Circuit Court of Nansemond County:

To The Honorable James L. McLeMore,

Judge of the Circuit Court of Nansemond County:

The undersigned M. G. Jones and Rhoda A. Williams, respectfully represent to the Court that they have sold and conveyed all their right, title and interest in the fund arising from the sale of the tract of land in Nansemond County, Virginia, known as the Eure farm, and fully described in the bill and proceedings in this cause, for a valuable consideration to James E. Jordan; they therefore respectfully petition the court and pray that the said court may enter an order directing the said fund of \$1857.37 arising from the sale of the said tract of land, which was heretofore sold by decree in said cause be paid over directly to the said James E. Jordan, to be held by him absolutely and as his own.

Respectfully,

M. G. Jones.

Rhoda A. Williams

Petition

Filed Feb 2nd 1914

A. E. Dwyer,
Clerk.

TO THE HONORABLE JAMES L. MCLEMORE,

JUDGE OF THE CIRCUIT COURT OF HANSEMOND COUNTY:

James E. Jordan,

vs.

In Chancery.

M. G. Jones, et als.

Your undersigned petitioner respectfully represents to court that since the last decree entered in this cause, he has purchased the entire interest of the defendants, M. G. Jones and Rhoda A. Williams, in the fund now under the control of the court and which arose from the sale of the real estate in the bill and proceedings mentioned, the same being a certificate of deposit of the Farmers Bank of Hansmond, for the sum of \$1857.37, as will appear by their deed and receipt herewith filed ^{made by E.} and prayed to be read as a part of this petition; and your petitioner respectfully directs the attention of the court to the petition of the said defendants, praying that the said certificate of deposit, together with the amount named therein be paid over in full to the said James E. Jordan, as and for his absolute estate, they having been fully satisfied and settled with for all their interest of every kind, character and description, in said fund and said suit. Your petitioner therefore prays that said fund of \$1857.37 be now paid over to him by Special Commissioner R. H. Rawles, and he will ever pray, etc.

J. E. Jordan
Counsel.

Petition

Filed Feb 2, 1916

G. A. Brooks,
J. C. Clark

In the name of God, Amen! I, Wm.E. Jordan of the County of Hansemond in the State of Virginia, being in feeble health, but of sound mind and memory, do make and publish this paper writing as, and for, my last will and testament in manner and form following--

I commend my immortal spirit to Almighty God, who gave it; and for the sake of Jesus Christ in whom I humbly trust and believe to His Holy Keeping; and my body to be decently buried by friends when I am dead.

Item 1. I give to my wife Sarah all of my Household and Kitchen furniture; and also all of my chattel and personal Estate, together with all moneys that may be owing me by bonds or otherways at my death. It is also my desire that my wife Sarah remain on and have the Homestead; and have all the appurtenances thereon with the exception of the small barn & sheds adjoining and the house called Tool Room.

Item 2. I give and bequeath to my son Walter and to his heirs forever, all of that piece and parcel of land bounded on the North and East by Bennetts Creek, and on the South by a dividing line between him and his brother Robert which I have designated in the presence of all of my heirs,. Said lines extending from Bennett's Creek to Ewer's fence, thence along said fence in an Easterly direction to the first Branch or Cove, thence along said Cove to the Eastern branch of Bennett's Creek/

Item 3/ I give and bequeath to my son Robert and to his heirs forever, that piece and parcel of land bounded on the North by a line previously designated as dividing him and his brother Walter, running from Bennett's Creek to Ewer's fence, thence South along said line fence to main road, thence West down main road to my son John's Gate, thence North along the main road Sixty yards, thence West a straight line to a Cove, thence bounded by Bennett's Creek to said line between him and his brother Water.

Item 4. I give and bequeath to my son John E. Jordan and to his heirs forever, that piece and parcel of land with the dwelling and all its tenements, bounded on the North by the line between him and his brother Robert running up to line Ditch between him and the Ewer farm, thence South down the Cove between him and the Ewer farm to the Creek, thence

bounded on the South and West by the Creek down to the Line between him and his brother Robert.

X Item 5. It is my will that the Ewer farm be rented or leased out for ten years, and that the proceeds go to my son Robert and then I give and bequeath to my Grandchild, James E. Jordan, son, of Wm. T. Jordan provided he lives to be twenty one years old, the said parcel of land known as the Ewer farm, to him and the lawful heirs of his body, but X in case he should die without issue, to his oldest sister M. G. Jordan, X and in case she should die without issue, to the next sister Rhoda A. X Jordan.

Item 6. It is my will and desire, that soon after my death, the different parcels of land be surveyed, so that the exact number of acres may be ascertained, and so that, they may be assessed according to their valuation.

Item 7. As I have not mentioned my son Wm. T. Jordan in this my last will and testament, it is just and right to say that I feel that I have already given him a just proportion of my estate.

Item 8. It is my will and desire that there be no administration on or sale of my estate, as it will need none. It is my wish however that my wife pay all of my debt out of the proceeds of the Crops this year and by any other means she may have in her power.

According to law, my wife will be entitled to one third of my Real Estate, and I have left it with her and my Sons to make such arrangements concerning her rights as shall make it satisfactory with all: And furthermore, she can give to my sons such chattel and Household property as she may think proper.

Hoping this my last will may be satisfactory to my wife and children; for, I have made it with a conscientious sense of a duty and love to all, and I pray God that my and thine next inheritance may be in the Kingdom of Heaven- Amen! February 24th, 1875.

Wm. E. Jordan (Seal)

M. E. Keeling
E. J. Nuncy
Frank Holland

At a Monthly Court held for Nansemond County, the 13th day of November, 1876, This Last Will and Testament of William E. Jordan, late of this County deceased, was this day fully proved by the oaths of M.E. Keeling and Frank Holland two of the subscribing witnesses thereto and was thereupon ordered to be recorded.

Teste,

Peter B. Prentis, Clerk.

--A COPY--

Teste:

G.E. Bunting, Clerk.

By Kate Parker D.C.

-A C O P Y-

William E. Jordan's
WILL

WILL BOOK NO. 2

page 506

Fee \$1.00.

Virginia,

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

James E. Jordan,)
v.)
M.G. Jones et als.)

In Chancery.

Commissioner's office,

June 28th. 1915.

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

In pursuance of the decree of the Circuit Court for the County of Nansemond pronounced on the 22nd. day of May 1915 in the suit in chancery pending in said court between James E. Jordan, Complainant, and M.G. Jones and others, Defendants, the undersigned, Bradford Kilby, one of the Commissioners in Chancery of said Court, respectfully reports as follows:

That on the 18th. day of June 1915, your commissioner gave notice to the parties to said suit that he would, proceed, on the 28th. day of June 1915, at his office, in Suffolk, Va., to make the several inquiries required by said decree to be made by one of the Commissioners in Chancery of said Court.

That sufficient and legal service of said notice was served on some of said parties to said suit and accepted by others, as will appear by the endorsements on the notices returned herewith.

That on the 28th. day of June, your commissioner took the depositions of William H. Jordan, G.H. Weatherly, and Walter Jordan, touching said inquiries, which depositions are herewith returned.

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

(1)

That the interest of all parties interested in said real estate in the bill mentioned in this cause, directly or contingently, will be promoted by a sale thereof and a re-investment of the proceeds according to law. The testimony shows that the farm is rapidly deteriorating and the rental value becoming less. It has no timber of any value on it. Only 35 acres are cleared. James E. Jordan does not occupy the land in person, and is able to secure, only colored people as tenants.

(2)

The fee-simple value of said land is from \$2000. to \$2500. Its annual value is about \$125 or \$150.

(3)

The following liens are found to be against the said land:

1. Taxes for the year 1914 amounting to \$20.84

2. A judgment against J.E. Jordan and J.S. Arthur in favor of The Bank of Portsmouth for the sum of \$121.02 with interest thereon from June 28, 1893 till paid and \$7.80 costs. Judgment was rendered October term 1894, and docketed November 1, 1894 in Judgment docket No. 2, page 72 in Nansemond County Clerk's office, Va. On September 14, 1912 this judgment was assigned for value, on the judgment docket margin, to John G. Eberwine.

*No execution
was ever issued
on this judgment
and it is barred by
the Statute of Lim-
itations and is
therefore no lien
on said land.
B radford Kilby
Comm.*

(3) A deed of trust upon the said "Eure" farm, executed by James E. Jordan and Mary D. Jordan ^{his wife} to W.H. Jones Jr., Trustee, for the Farmers Bank of Nansemond, to secure to said bank the sum of \$1000. evidenced by a negotiable note for that sum, executed by said James E. Jordan and payable 90 days after its date, and waiving the homestead exemption. The note and deed of trust are dated December 22, 1911, and the deed of trust is recorded in Deed-book No. 71, page 144. in Nansemond County Clerk's office, Va.

(4)

There is no other matter deemed pertinent by your commissioner or required by any party in interest to be so stated.

Respectfully submitted this 28th. day of June 1915.

Braddford Kilby
Commissioner in Chancery.

Comr's fee: \$15.

William H. Jordan, being duly sworn deposes and says as follows:

Q. State your name, age, residence and occupation, and if you know the parties to this suit.

A. William H. Jordan, 28 years old, Deans, Va., farmer, and I know the parties to the suit.

Q. Are you acquainted with the farm belonging to Mr. James E. Jordan, left him by his grandfather, and generally known as the "Eure Farm"?

A. Yes sir.

Q. How far do you live from it?

A. My farm adjoins this farm.

Q. How long have you known of it?

A. All my life.

Q. How much would you consider it worth, the fee simple value?

A. \$1500 or \$2000 would be a fair price for it.

Q. What is its annual value?

A. I think about \$125 or \$150.

Q. What condition is it in?

A. It is in a mighty poor state of cultivation now, it has run down considerable.

Q. About how many acres are there in the whole farm?

A. I think it is somewhere around 100 acres.

Q. About how much of it is open land?

A. About 35 acres.

Q. Of what does the wood land chiefly consist?

A. It is just undergrowth, a very few trees.

Q. Is the wood land of any chief value?

A. No sir.

Q. Do you know whether this farm is being well kept up or, whether it is running down and getting less each year?

A. Why it is running down considerable, it is not kept up at all.

Q. Do you think from your knowledge of this farm and of the facts connected with it, that it would be best and would promote the interest of all parties directly or contingently interested in the estate, to have the court sell it and re-invest the proceeds in a safe manner?

-2-

A. Yes, I do.

Q. Why do you think so?

A. I think so because nobody is giving the farm the attention it really deserves on account of the title to it. It is understood that under the will of Mr. William E. Jordan, there is some cloud on the title to this property; it is not exactly clear, and for that reason nobody will give it the attention which it deserves, or make the improvements on it which they would otherwise make if he had a perfect title to it.

And further this deponent saith not.

Signature waived.

G. H. WEATHERLY, being duly sworn deposes and says as follows:

Q. State your name, age, residence, occupation and if you know the parties to this suit?

A. G. H. Weatherly, 45 years old, Deans, Va., farmer and merchant, and I know the parties to this suit.

Q. Are you acquainted with the farm known as the "Eure Farm" belonging to James E. Jordan?

A. Yes sir.

Q. How long have you known of it?

A. About 14 or 15 years.

Q. How far do you live from it?

A. Somewhere in the neighborhood of a quarter of a mile.

Q. How much do you consider it worth at public sale?

A. I should think it ought to bring somewhere around \$2000.

Q. What do you consider its annual value?

A. I should think \$150 ought to be a plenty.

Q. What condition is it in?

A. Well it is in pretty bad condition of course.

Q. Do you know whether it is running down or deteriorating in value each year?

A. I should think it would run down each year.

Q. Do you know whether this farm gets the attention it deserves or which would be given it if a party had a perfect title to it?

A. No it is not.

Q. About how many acres of it is in cultivation?

A. I should think somewhere about 35 acres.

Q. Is there any timber on it?

A. None that amounts to anything.

Q. Of what does the wood land consist?

A. What we call scrub or undergrowth.

Q. Is it of any value?

A. No it is not of much value.

Q. Do you think it would be to the interest of all parties directly or contingently interested in the estate, to have this land sold under an order of court and to have the proceeds arising therefrom invested in some other manner?

A. I should think so, yes sir.

Q. Will you please state why you think so?

A. It is generally understood in that neighborhood that the title to this land is not clear, owing to a clause in the will of Mr. William E. Jordan, and for this reason no one will spend the money on it which is necessary to keep it up, and to improve it. Therefore, it is running down and in my opinion is getting less valuable each year.

And further this deponent saith not.

Signature waived.

WALTER JORDAN, being duly sworn deposes and says as follows:

Q. State your name, age, residence, occupation and if you know the parties to this suit?

A. Walter Jordan, 61 years, Suffolk, Va., real estate agent and insurance, and I know the parties to this suit quite well.

Q. When did you move to Suffolk to reside?

A. About ten years ago.

Q. Before that time where did you reside?

A. On the adjoining farm to the Eure Farm now in controversy, in Quaker Neck, near Deans, in Nansemond County.

Q. Are you acquainted with the Eure farm?

A. I have known it for 61 years quite intimately.

Q. In your opinion how much ought it to bring at public auction?

-4-

A. \$2000 or \$2500.

Q. What would you think its annual value was?

A. I should think \$150 in its present condition would be a fair price for it.

Q. Were you actively engaged in farming before you came to Suffolk?

A. Yes sir, all my life on the adjoining farm.

Q. Do you know about how many acres of this Eure farm is in cultivation?

A. I should think between 30 and 40 acres.

Q. What is the character of the other land?

A. Why it is just cut over land, it has nothing on it but undergrowth.

Q. Has that any special value?

A. No value except just for fire wood for the place.

Q. What is the present condition of this farm?

A. It is in poor shape, very poor.

Q. Is it being given the attention which land would ordinarily be given if a man had a perfect title to it?

A. No sir, nothing like the attention that farms in that section are given.

Q. Do you know whether it is generally understood that on account of a clause in the will of Mr. W. E. Jordan, there is some doubt about the title to this farm?

A. Yes, I do.

Q. In your opinion would it be to the interest and would it promote the interest of all parties directly or contingently interested in the estate, to endeavor to have the court sell this farm and reinvest the proceeds of sale in some safe manner?

A. Decidedly so I think.

Q. Please state why you say this?

A. On account of the imperfect title in the first place, and in the second place, the place is run down so that he can't get a first-class tenant, he can only get colored tenants for the place, and of course they don't look after the place like a white tenant would, he can't get a white tenant on the place, that is I don't think he can.

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Q. Mr. James E. Jordan does not occupy this farm in person does he?

A. No sir.

Q. Do I understand you therefore to say, that on account of its condition, it is generally in the hands of an irresponsible tenant ?

A. That is what I think, yes sir.

And further this deponent saith not.

Signature waived.

James E. Jordan
v. } In Chancery.
M. G. Jones et als

Report of Bradford Kilby
Commissioner in Chancery
under decree of May 22
1915.

Filed June 28. 1915.

BRADFORD KILBY
Attorney at Law
SUFFOLK, VIRGINIA.

IN THE CIRCUIT COURT OF HANSEMOND COUNTY:

James E. Jordan,

vs.

In Chancery.

M. G. Jones, et als.

This cause came on this day to be again heard on the papers formerly read as well as on the report of R. H. Rawles, Special Commissioner, which said report was filed on the 7th day of February, 1916, and to which no exception has been filed, and was argued by counsel.

On consideration hereof, it appearing from said report, together with the vouchers filed therewith, that the said R. H. Rawles, Special Commissioner, pursuant to a decree entered in this cause on the 5th day of February, 1916, has paid over and delivered to James E. Jordan, the certificate of deposit of the Farmers Bank of Hansemond, in Suffolk, Virginia, for the sum of \$1857.37, together with accrued interest thereon and has taken his receipt for same, which is herewith filed, the court doth confirm the said report; and it appearing that nothing further remains to be done in this cause, it is ordered that the same be stricken from the docket.

Final clearance.

Enter March 17. 1916.

J. M. McInnis.

Under Book 5 -

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TO THE HONORABLE JAMES L. McLEMORE,

JUDGE OF THE CIRCUIT COURT OF HANSEMOND COUNTY:

Humbly complaining, sheweth unto the Court your complainant James E. Jordan, a citizen of Hansemond County, Virginia, the following case:

Your complainant says that his grand-father W. E. Jordan, made his last will and testament on the 24th day of February, 1875, and died soon thereafter, and that said last will was admitted to probate in the Circuit Court of Hansemond County, on the 13th day of November, 1876, a copy of which said will is herewith filed and prayed to be read as a part of this bill.

He further says that the 5th clause in said will made the following devise to him in the language stated below, to-wit: "It is my will that the Eure farm be rented or leased out for ten (10) years and that the proceeds go to my son Robert, and then I give and bequeath to my grand-son James E. Jordan, son of William E. Jordan, provided he lives to be twenty-one (21) years old, the said parcel of land known as the Eure farm, to him and the lawful heirs of his body; but in case he should die without issue to his oldest living sister, M. G. Jordan and in case she should die without issue, to the next sister Rhoda A. Jordan."

He further says that the said Eure farm consists of a tract of land of one hundred (100) acres, more or less, lying in Sleepy Hole District, in the County of Hansemond, and State of Virginia, and bounded on the North by Bennett's Creek; on the East by the old Gomer farm; on the South by Williams & Barnes; and West by the land of J. R. Carney; and lying on both sides of the county road that leads from Quaker Neck to Deans, Virginia.

He further says that since the probate of said will his siter M. G. Jordan has married Jerry Jones and become M. G. Jones, and his sister Rhoda A. Jordan has married E. H. Williams and become Rhoda A. Williams.

He further says that he has now reached the age of forty ^{seven} ~~five~~ (47) years; is married; his wife is living; and by the marriage there is one son, Elliott Driver Jordan, now living and of the age of five (5) years.

He further says that according to the provisions in the said clause in said will, the said farm after the death of his grand-father was rented out for ten (10) years and the proceeds thereof were paid over to Robert Jordan, so he, the said Robert Jordan has no further interest in the said real estate.

He further says that he is informed and believes and therefore charges that according to the true intent and meaning of said will and by a true construction thereof he is seized and possessed in fee simple absolutely of the said tract of land known as the Eure farm, subject to no contingency whatever, and that he has the absolute right to sell and dispose of the same and give a fee simple title thereto.

But he further says that if the will should be construed to mean that his estate is only a defeasible fee in said land subject to be defeated upon the happening of some ^{future} ~~future~~ contingency, it would be to the best interest of all parties concerned that the Court should decree a sale of the said land known as the Eure farm, under Section 2432 of the Code of Virginia, and he sets forth in this bill the following facts, which in his opinion would justify a sale of the said real estate:

He says that the real estate is not occupied in person by himself; that it is generally in the hands of irresponsible tenants, who are permitting the said farm to

go down and become of less value each year; that it is difficult to collect the rents therefor; and that under the circumstances surrounding the title to the same no person is willing to make the proper expenditures upon said land to keep it in proper repair, to improve it or to keep it up; that he himself is engaged in business elsewhere and finds it utterly impossible for him to cultivate said land to any advantage; and he thinks it best that it should be sold in order to promote the welfare of all parties interested therein.

IN TENDER CONSIDERATION WHEREOF, and forasmuch as your orator is without remedy in the premises, save by the aid of a court of equity, where such matters are alone and properly cognizable, your orator prays that said H. G. Jones, formerly H. J. Jordan and Jerry Jones her husband; Rhoda A. Williams, formerly Rhoda A. Jordan and E. H. Williams, her husband, be made parties defendant to this bill and required to answer the same, though answer under oath is hereby waived; that proper process may issue; that all proper accounts and depositions may be taken; that the court may construe the said last will and testament of the said W. E. Jordan and may order and decree that according to its true intent and meaning your orator takes an indefeasible fee simple title to said real estate known as the Pure farm, subject to no future contingency and with an absolute right of disposal of the same; but in case the court should be of the opinion that your orator only holds a defeasible fee in said estate, subject to be defeated by the happening of a future contingency, then and in that event your orator further prays that the said real estate known as the Pure farm may be sold under a decree of this court, and that the proceeds thereof may be invested under such decree for the use and benefit of the persons so holding the estate, subject to the limitations of the will creating the said estate; and for all such other

further and general relief as this case requires, or which to equity may seem meet, and your orator will ever pray, etc.

Notice is hereby given that the court will be asked to allow a proper counsel fee for plaintiff's counsel, for services rendered in this cause.

James E. Jordan by Counsel.

VIRGINIA:

To-wit:
City of Suffolk.

I, W. H. Raulby, a Notary Public for the city aforesaid, in the State of Virginia, do certify that James E. Jordan, whose name is signed to the foregoing bill has this day personally appeared before me, in my city aforesaid, and being duly sworn made oath that the statements contained in the said bill as coming of his own knowledge are true, and that all other statements therein contained as coming from knowledge or information derived from others he believes to be true.

Given under my hand this 1st day of Feb., 1915.
My term of office expires on the 3 day of Feb.
1915.

W. H. Raulby
Notary Public.

Bill

Jas. C. Jordan

vs

M. G. Jones Adm.

Filed Oct. 1, 1915
J. B. Bonting,
Clerk

R. H. RAWLES
ATTORNEY AT LAW
SUFFOLK, VA.