

1931-012
Nansemond Co (Suffolk) Chancery Causes: Edith Archer McWilliams et al vs Ethel Naomi Sykes et al

Gooding, Archer, Wright, Farmers Bank of Nansemond I,
American Bank & Trust Co I, Saunders, Bennett, Hosier,
Northey, Jernigan, Wagner

Folder 1 of 3

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Edith Archer McWilliams et al.....Complainants

v. NOTICE TO TAKE DEPOSITIONS

Ethel Naomi Sykes, et als.....Defendants.

TO EDITH ARCHER McWILLIAMS, JEANETTE ARCHER GOODING, ETHEL NAOMI SYKES, HUGH L. HOLLAND, ADMINISTRATOR OF BALLIE S. (BALSORA) WRIGHT, FARMERS BANK OF NANSEMOND, a corporation, AMERICAN BANK AND TRUST COMPANY, a corporation, FLETCHER ARCHER, and ALL UNKNOWN HEIRS OF BALLIE S. (BALSORA) WRIGHT:

You, and all of you, are hereby notified that, pursuant to a decree entered in the above-styled cause on the 30th day of October, 1930, I shall, at the office of Holland & Lovelace, in The American Bank & Trust Company Building, Suffolk, Virginia, at Ten O'Clock A. M., on Friday, November 14th, 1930, take and settle the inquiries called for in said decree, as follows, and if, for any cause, the taking of the said depositions be not commenced, or, if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day, at the same place and at the same hour, until the same shall be completed:

1. All the real estate belonging to the late Ballie S. (Balsora) Wright, at the time of her death.

2. Who are the rightful heirs and distributees of the late Ballie S. (Balsora) Wright, and the respective shares of said heirs and their interest in the real estate belonging

to the late Ballie S. (Balsora) Wright, where situated and what is its fee simple and annual value; whether all such heirs and distributees or any other persons who may be in any way interested in this suit, are properly before the Court in this cause; the relationship of Fletcher Archer to Ballie S. (Balsora) Wright, whether said Fletcher Archer is living or dead, and, if dead, when he died or is presumed to have died; and whether there are any unknown heirs of said Ballie S. (Balsora) Wright.

3. Whether the entire subject may be allotted to any party who will accept it and pay therefor to the other parties such sums of money as their interests therein may entitle them to; whether there may be an allotment of part and sale of the residue of the entire subject; or whether the interest of those who are entitled to the subject, or its proceeds, will be promoted by a sale of the entire subject; or whether partition can be conveniently made in kind.

4. An account of Hugh L. Holland, Administrator of Ballie S. (Balsora) Wright.

5. An account of all debts and liabilities of the said Ballie S. (Balsora) Wright, including their priorities, if any.

6. What are the liens on the real estate belonging to the said Ballie S. (Balsora) Wright, if any, and what are the taxes due by her estate.

7. Any other matters specially stated, deemed pertinent by the Commissioner, or which may be required by any persons interested to be so stated.

Given under my hand this 5th day of November, 1930.

William M. Diddens
Commissioner in Chancery.

We hereby accept due legal and sufficient service of the within notice.

Edith Archer McWilliams, Jeanetta Archer Gooding, Hugh L. Holland, Administrator of Ballie S. (Balsora) Wright, Farmers Bank of Hansemond, a Corporation, American Bank & Trust Company, a Corporation

BY

Holland & Lovelace

Their attorneys

Ethel Naomi Sykes

BY

Hartman

Her attorney

VIRGINIA:

IN THE CIRCUIT COURT OF

HANSEMOND COUNTY.

Edith Archer McWilliams et al

v. NOTICE TO TAKE
DEPOSITIONS

Ethel Naomi Sykes et als

Filed:

Edith Archer Williams et al
vs. Stereographer's Union
Ethel Mason Sykes et al.

Filed Nov. 29, 1930

John H. Powell, Clerk

By Elmer Whitcomb, Jr.

Holland & Converse
Attys. at Law
Suffolk, Va.

Edith Archer McWilliams and
Jeanette Archer Gooding,

Plaintiffs.

V.

Ethel Naomi Sykes; Hugh L.
Holland, Admr. of Ballie S.
(Balsora) Wright; Farmers
Bank of Nansemond, a Corp;
the American Bank & Trust
Company, a Corp; Fletcher
Archer and any unknown heirs
of Ballie S. (Balsora)
Wright, deceased,

Defendants.

STENOGRAPHER'S MINUTES

Pursuant to notice, this matter was heard before Mr.
William M. Birdsong, Commissioner in Chancery for Nansemond
County, Virginia, at the law offices of Holland & Lovelace,
American Bank & Trust Company Building, at Suffolk, Virginia,
on the 14th day of November, 1930.

APPEARANCES:

Hugh L. Holland, American Bank & Trust Company Building,
Suffolk, Virginia, for Complainants and Hugh L. Holland,
Administrator, Farmers Bank of Nansemond, American Bank
and Trust Company.

S. E. Everett, Suffolk, Virginia, for Ethel Naomi Sykes.

MRS. PEARL HOSIER ARCHER, being duly sworn deposes as follows:

EXAMINATION BY HUGH L. HOLLAND

Q.-Please state your name, age, residence and occupation.

A.-Pearl Hosier Archer, Omohundro Avenue, Norfolk, Virginia. I keep house for my married daughter while she is working.

Q.-Do you know anything concerning the real estate of Mrs. Ballie S. Wright? What real estate did she own at the time of her death?

A.-I know that she owned that land her home is placed on but outside of that I don't know of any.

Q.-You refer to the farm on which she lived at the time of her death located near Lake Prince, Nansemond County, Virginia?

A.-Yes.

Q.-Who are the rightful heirs of Mrs. Ballie S. Wright?

A.-It was supposed to go to the dead sons and then the blood kin and Fletcher Archer, my husband, is supposed to be one of the sole heirs.

Q.-Did Mrs. Wright leave any children, or have any children?

A.-Yes, she had a son but he died before she died and left no children. She had no children living when she died.

Q.-What was her son's name?

A.-Her son was named Hurley Kilby Saunders.

Q.-Did she leave her mother and father living?

A.-No.

Q.-Who were her brothers and sisters?

A.-She had no sisters but her brother was John Archer.

Q.-Did John Archer have any children?

A.-Yes, my husband, Fletcher Archer.

Q.-What other children did John Archer have?

A.-To my knowledge, I never knew he had but the one, Fletcher Archer.

Yes, he did have a son named Solomon Archer ,and he died leaving no children. He was not married.

BY MR. S. E. EVERETT:

Q.-Did Fletcher Archer have a sister?

A.-Not as I ever heard of.

Q.-Did you ever hear of Mamie Archer being a sister of Fletcher Archer?

A.-Yes, I believe I did hear Aunt Ballie say that he had a sister named Mamie, but I never heard him speak of her.

BY MR. HUGH L. HOLLAND:

Q.-Did you ever see Mamie Archer?

A.-No.

Q.-Do you know anything about Ethel Naomi Sykes?

A.-No, I do not. I never heard of her until after Aunt Ballie's death.

It was all news to me.

BY MR. WILLIAM M. BIRDSONG:

Q.-Mrs. Archer, did Ballie S. Wright leave any children?

A.-No.

Q.-Who were her closest blood relatives?

A.-They were her nephews children, Edith Archer McWilliams and Jeanette Archer Gooding, the daughters of Fletcher Archer.

Q.-Do you know Ethel Naomi Sykes?

A.-I do not.

BY HUGH L. HOLLAND:

Q.-State to the Court, Mrs. Archer, any information, detailed information if possible, concerning whether your husband, Fletcher Archer is living or dead.

A.-Well, he disappeared from home on October 9, 1916. He has never been seen or heard from since. He has tried to be located but he has never been declared legally dead at Court. I have never sought for dead divorce and as far as I know that is all.

Q.-What information have you concerning whether he is living or dead?

A.-I couldn't give you any information, I don't know.

Q.-Did he disappear under mysterious circumstances indicating death?

A.-I couldn't tell you that. I only know he left home one morning and called me and told me he was on his way home for supper. I prepared supper and he never came and from that day on I have never seen or heard of him.

Q.-What was your husband's occupation?

A.-He was a registered druggist.

Q.-Was he proprietor of a drug store or a registered drug clerk?

A.-He was not proprietor but a clerk.

BY MR. R. L. NORTHEY:

Q.-Who did Fletcher Archer work for at the time he disappeared?

A.-He worked for A. D. Green who owned the Owl Drug Store on Church Street near Main, in Norfolk, Virginia.

Q.-Do you know whether or not there was any police investigation made of the disappearance of Fletcher Archer?

A.-As far as I know there was, but in those days they didn't go into detail like they do now and there was no money behind it. I was just fighting for those two girls that was all.

Q.-Did you report his disappearance to the Police Department?

A.-Yes.

Q.-Did you call the Police Department from time to time to see whether their investigation of his whereabouts had brought any result? Did you ask them about your husband after you reported his disappearance?

A.-Why sure, I asked off and on but nothing was ever learned.

Q.-Do you know whether or not there was any question at the time of his disappearance whether or not he had been murdered by the man Green that he worked for?

A.-No, I do not.

Q.-Where were you living at the time of your husband's disappearance.

A.-219 W. 13th Street, Norfolk, Virginia.

Q.-You have lived in Norfolk ever since?

A.-Yes.

Q.-Mrs. Archer do you know any one else now living who could give us

any additional information concerning Mr. Archer's whereabouts, his disappearance or death?

A.-No, I do not.

Q.-Did you know Mr. Green of the Owl Drug Store?

A.-Why certainly. My husband worked for him.

Q.-Did you talk with Mr. Green regarding your husband's disappearance after he left?

A.-No more than just tell him about it and he didn't know anything about him. That is all I know.

Q.-You have had no information since that time of any kind from any source as to his death or disappearance?

A.-No.

Q.-What was your husband's age?

A.-I couldn't tell you just exactly what his age was when he left.

Q.-What is your age?

A.-I am 48 years old.

Q.-How much difference was there between his age and yours?

A.-He was born in August and I was born in June.

Q.-Then he would be approximately 48 years at the present time.

A.-Yes, about that.

Q.-You are the mother of Edith Archer McWilliams?

A.-Yes.

Q.-How old is she?

A.-Edith is 26, will be 27 the 27th day of February.

Q.-Where was she born?

A.-Edith was born in Norfolk, Virginia.

Q.-How old is Jeanette Archer Gooding?

A.-She is 21.

Q.-Where was she born?

A.-She was born in Washington, D. C.

Q.-And they are both the daughters of Fletcher Archer?

A.-Yes.

Q.-There were no other children born of your marriage but these two.

A.-No, just these two.

MR. R. L. NORTHEY, being duly sworn deposes as follows:

EXAMINATION BY HUGH L. HOLLAND:

Q.-Please state your name, age, residence and occupation.

A.-R. L. Northey, age 31, residence Norfolk, Virginia, occupation, Attorney at Law.

The most I can tell you is from my investigation of the disappearance of Fletcher Archer.

Mrs. Edith Archer McWilliams has been known to me for about four years, possibly five years, and at various times has discussed with me the disappearance of her father, Fletcher Archer. She is here and can testify as to her understanding of the matter. It was my information that he had disappeared in 1916 under circumstances which at that time apparently had warranted a police investigation. The records at the Police Headquarters at Norfolk, Virginia, failed to disclose a memorandum of the case at this time because of the fact the Police Department did not at that time keep accurate files of missing persons and investigations unless those investigations were followed by Court action. But Mr. Wilson and Mr. Birch, both officers of the Police Department of the City of Norfolk, remembered Fletcher Archer and were acquainted with his employer, Green, who ran the Owl Drug Store on Church Street near Main. They advised me that to the best of their memory a report

was made to them by Mrs. Archer of her husband's disappearance and that at that time Green, the owner of the Drug Store, was held for questioning by the Police Department at Norfolk concerning the disappearance of Mr. Archer. As the body of Fletcher Archer never was found or any information concerning him obtained, after questioning Green, he was released and no charges were made. That is the information obtained from the Police officers at Norfolk, both of whom knew the employer Green and one of whom knew Fletcher Archer. Both Green and Archer have at Norfolk, Virginia, a file card covering misdemeanors and a report on those cards of the action taken by Court on the misdemeanor warrants. They further advised me that they do not know of the present whereabouts of Fletcher Archer nor have they had any information concerning him since the report of his disappearance by his wife. Green, his employer, is now dead.

MRS. EDITH ARCHER McWILLIAMS, being duly sworn
deposes as follows:

EXAMINATION BY MR. R. L. NORTHEY:

Q.-Please state your name, age, residence and occupation.

A.-Edith Archer McWilliams, age 26, 1305 Omohundro Avenue, Norfolk,
Virginia, occupation stenographer.

Q.-Are you the daughter of Fletcher Archer?

A.-Yes.

Q.-Can you give us any further information concerning your father's
disappearance or anything you have heard since the time he
disappeared?

A.-No, none other than just what you have stated,

Q.-Suppose you go ahead and tell the Commissioner just in your own
words what you know or have heard of the situation.

A.-Well, I don't remember very much because I was so young. I was
only 13.

Q.-Have you at any time since he disappeared made any investigation
of your own?

A.-No, I have not, other than talking to you several times, that is all.

Q.-Have you heard it discussed among others other than in your
conversation with me?

A.-I have heard numerous people remark about it but not anything that
would lead to his whereabouts.

Q.-What did they tell you had happened to him?

A.-They didn't say, they were just talking in a casual conversation.

Q.-His whereabouts are unknown to you at the present time?

A.-Yes.

MRS. JEANETTE ARCHER GOODING, being duly sworn deposes as follows:

EXAMINATION BY MR. R. L. NORTHEY:

Q.-Mrs. Gooding do you know anything about your father's disappearance?

A.-No, sir, I was too young.

RE-EXAMINATION OF MRS. PEARL HOSIER ARCHER BY
MR. R. L. NORTHEY.

Q.-Mrs. Archer was your husband in the habit of going away for a period of time and staying away?

A.-Yes, he did.

Q.-How many times during your married life did he go away and stay?

A.-I don't know how many times, Mr. Northey. A number of times. That is why I thought he would come back. He would have these drunken spells and stay away for quite a while but he would always come back. He didn't want these two children to see him when he was drinking. He was devoted to his children and provided for us as well as his means let him. A man that drinks don't provide for himself, but taken as a sober man he was allright.

Q.-He was arrested several times for being drunk in Norfolk, wasn't he?

A.-I didn't know that. He never told me about it.

Q.-Do you know anything as to the habits of his employer, Green, as to drinking?

A.-No, I do not.

EXAMINATION BY MR. HUGH L. HOLLAND

Q.-Mrs. Archer, do you know of any motive or reason he could have had to leave home?

A.-No, I do not. He left home in all good spirits, kissed the children goodbye when he left.

Q.- Did you and your husband have any quarrel before he left?

A.-No.

Q.-Was he short in any of his accounts?

A.-No, sir.

Q.-Did he tell you that he was going away and not come back?

A.-No, he never did. He used to say to me that liquor would be his downfall. He was a smart man and it would have meant so much to us if he had stopped drinking.

EXAMINATION BY MR. S. E. EVERETT:

Q.-Mrs. Archer was there a stenographer or lady clerk in the store at the time your husband was clerking at the Owl Drug Store?

A.-No.

Q.-You never heard of his running away with any girl?

A.-Absolutely not.

MEMORANDUM: The information is that there was a salon next door and there was a good deal of liquor being drunk by both Mr. Green and Mr. Archer in the drug store.

This cause is continued until 10 o'clock, Monday,
November 17, 1930.

November 17, 1930. Continuance of matter of
Edith Archer McWilliams et al v. Ethel Naomi
Sykes et als.

C. L. JERNIGAN, being duly sworn deposes as follows:

EXAMINATION BY HUGH L. HOLLAND

Q.-Please state your name, age, residence and occupation.

A.-C. L. Jernigan, 53 years, live on Ballie S. Wright farm near Lake Prince, Nansemond County, Virginia, occupation, farmer.

Q.-Please state what real estate Mrs. Ballie S. Wright owned at the time of her death, as far as you know.

A.-The farm that I am living on now near Lake Prince and adjoins the City of Norfolk property.

Q.-How many acres in it?

A.-In the neighborhood of 180 acres I have been told. Of course, you will have to go back to the Deed to find that out, but she told me she thought she had about 180 acres.

Q.-Where is this farm situated?

A.-Near Lake Prince, Nansemond County, Virginia.

Q.-About how far is that from Suffolk?

A.-Around four or five miles.

Q.-What do you regard as a fair market value in fee simple for this real estate at the present time?

A.-That is one thing I hate to do, I hate to pass on that because of the fact that I am figuring on buying on it, So far as I am concerned I am afraid what I say will not be satisfactory. If it is satisfactory for me to say, I will do my best. I am going to put it \$5000.00.

Q.-What do you regard as a fair annual value?

A.-For rent? Well you have asked me a pretty tight question now. You

mean everything under the present circumstances. Well I should think it ought to bring \$350.00 per year.

Q.-Please state whether the entire subject may be allotted to any party who may accept it and pay therefor to the other parties such sums of money as there interest may entitle them to?

A.-I cannot answer that question of my own knowledge but I am reliably informed that none of the heirs are financially able to accept their part and pay the others for their shares.

Q.-Do you know whether there might be an allotment of a part and sale of the residue of the entire subject?

A.-No, sir it could not.

Q.-Please state whether the interest of those who are entitled to this real estate or its proceeds will be promoted by a sale of the entire subject.

A.-I think the interest of all parties would be promoted by a sale of the entire real estate as a whole.

Q.-Do you know whether partition can be conveniently be made in kind?

A.-It is my understanding that there are three heirs to this property. There is no way that I know that this farm could be divided conveniently between these heirs without seriously damaging the value of the farm. In my mind it would bring more as a whole than divided among three parties. Furthermore, there is only one dwelling on this farm and in case of a division whichever heir was allotted the part with the dwelling on it could not receive sufficient land to make a farm of

any substantial value. The farm is not so situated either that it could be divided without seriously damaging the value of it.

Q.-I hand you statement which you have left with the Administrator of Ballie S. Wright (Hugh L. Holland) for \$50.00. Please state briefly what this account represents.

A.-This account represents our bargain that we made from the first standpoint and witnessed by two witnesses, that I was to rent a part of this land commencing at the barn for \$200.00, and she said when we bargained that she had rather not rent all of the farm to me, if it was agreeable to me, and asked me did I want all the farm, particularly. I told her I did not especially, I just as soon rent part and she gave me ^{first} my choice. I made her a price and she accepted it willingly, and stated to me in the presence of two witnesses when the bargain was sealed with a hand-shake, that I was to cultivate the part of the land that I rented and was to look after the part that was to be rented for her on thirds, and I was to represent her. The price was never set because she died before we had the first settlement. I settled last year's crop for her and I have been working for this year until the present time as Mr. Holland knows himself, for the benefit of the estate. My price is \$50.00 if it is agreeable with all parties.

Q.-Do I understand that this \$50.00 covers your statement for services rendered in supervising the division of the crop for the estate last fall and also for renting out, supervising the cultivation and

also looking after the harvesting, division and sale of the crops
this year rented to Moses Palmer and Alex Pearce?

A.-It does.

RICHIE SAUNDERS being duly sworn deposes as follows:

EXAMINATION BY HUGH L. HOLLAND:

Q.-Please state your name, age, residence and occupation?

A.-Richie Saunders, live two miles North of Suffolk, age, 64 years last month, I have been a farmer all my life.

Q.-Mr. Saunders you have heard all of the testimony of Mr. C. L.

Jernigan regarding the annual and fee simple value of the real estate of Ballie S. Wright, as to whether this real estate could be allotted to any party who would accept it and pay therefor to the other parties such sums of money as their interest therein might entitle them to, whether there could be an allotment of part and sale of the residue of the entire subject, and as to whether the interest of those entitled to the subject would be promoted by sale of the entire subject and as to whether partition could be conveniently made in kind.

A.-Yes, sir, I have.

Q.-Please state whether you concur and join in all of this testimony of Mr. Jernigan on these subjects.

A.-Yes, sir, I do.

Q.-Mr. Saunders, I hand you a statement left with the Administrator, (Hugh L. Holland) of Ballie S. Wright. Please state to the Court what the circumstances and consideration for this statement are.

You have presented a bill for balance due on one mule of \$65.00, state when this mule was sold to Mr. Wright and the details of the sale.

A.-Mr. M. C. Wright bought the mule from me and kept him quite a while and did not pay for it, and then he brought it back to my home. Then Mrs. Wright comes back and buys the mule the second time and says, "Richie, I will pay you". She paid me \$50.00, I think it was in August, 1928. She never gave me a note but she agreed to give me \$115.00 for the mule and paid me \$50.00 on it.

Q.-When was it she came to you and bought the mule?

A.-August, 1928, I think, or it might have been September, 1928. I am not sure.

Q.-Are you sure about the year?

A.-Yes, it was 1928.

Q.-When was the first sale to her made?

A.-A year or two before that. A year, I guess. Then she came back and said she would buy the mule. She bought the mule and then offered to give the mule back and I said I didn't want the mule and then she sold the mule to someone and collected for it and came to me and said "You wait a while longer Richie, and I will pay you". You remember hearing her say she told me that, don't you Mr. Jernigan?

EXAMINATION BY MR. W. M. BIRDSONG.

Q.-Mr. Saunders, this statement shows that this mule was sold in 1927, and that the payment was made in 1928, of \$50.00, is that statement correct?

A.-Well, now you see, she brought the mule back and never paid a dollar at first and then she came back and wanted the mule again and agreed to give me the same amount agreed on of \$115.00 and then in August, 1928,

she paid me \$50.00. I believe the mule was delivered to her the second time on the same day she paid the \$50.00.

Q.-The first time the mule was sold you sold it to Mr. M. C. Wright, is that right?

A.-Yes.

Q.-Then he returned the mule and said he couldn't pay for it?

A.-Well he returned it and didn't pay for it.

Q.-And then you turn around some two months later and sell the mule to Mrs. Ballie S. Wright?

A.-Yes, sir.

Q.-And you are positive that was in 1928?

A.-Yes, sir, 1928.

Q.-Who was with you at the time this sale was made?

A.-Her husband. It happened in my yard- and anyone who happened to be standing around.

Q.-Was Mr. Jernigan there?

A.-No, sir.

MR. C. L. JERNIGAN RECALLED: EXAMINATION BY W. M. BIRDSONG

Q.-Mr. Jernigan what do you know about the sale of this mule by Mr. Saunders to Mrs. Ballie S. Wright.

A.-Mrs. Wright told me that she was owing right many bills, and she owed Mr. Richie Saunders for a mule, or on a mule, couldn't say exactly which, and she stated to me that Mr. Saunders would not push her but that he would wait on her and I told her then that we would pay off

some others and we would wait a while and then she could pay him for the mule, but she died so soon I never saw him about the mule.

BY HUGH L. HOLLAND

Q.-Mr. Jernigan, are you familiar with this Robert Porter account, balance due \$13.02?

A.-Yes, sir.

Q.-Is this balance due to Robert Porter of \$13.02 correct?

A.-It is.

E. E. WAGNER being duly sworn deposes as follows:

EXAMINATION BY MR. S. E. EVERETT:

Q.-Please state your name, age, residence and occupation.

A.-E. E. Wagner, age 57, live at 113 Catherine Street, Suffolk,
and I am a merchant.

Q.-Did you know Mrs. Ballie S. Wright?

A.-Yes.

Q.-Is her husband living?

A.-No, sir.

Q.-Did she have any descendants; that is, any children?

A.-She had one child but he is dead. His name was Hurley Saunders.

Q.-Did he die unmarried and without heirs?

A.-He was married and had one child named Jerry Kilby but he is dead.

Q.-Is his wife dead?

A.-No, sir, I think not. She is married and living in Baltimore.

Q.-Did her son, Hurley Saunders, die before Mrs. Wright?

A.-Yes.

Q.- Was Aaron Archer her father?

A.-Aaron Archer was Mrs. Wright's father.

Q.-Start with Mrs. Wright's father and give a history.

A.-Aaron Archer had two children, John Archer and Balsora.

Q.-Name the heirs of John Archer.

A.-Fletcher, Mamie, Effie, Solomon.

Q.-Are they all dead?

A.-Three of them are dead to my knowledge, Mamie, Effie and Solomon?

Q.-Did Effie and Solomon die unmarried and without children?

A.-Unmarried.

Q.-How many children did Fletcher Archer have?

A.-I don't know, but two I think, Edith Archer McWilliams and Mrs.

Jeanette Archer Gooding.

Q.-Who did Mamie marry?

A.-Mr. J. D. Bennett.

Q.-How many children did she have?

A.-One, Ethel Naomi Sykes.

Q.-Who in your opinion now are entitled to the estate of Ballie S.

Wright?

A.-Ethel Naomi Sykes, Mrs. McWilliams and Mrs. Gooding. They are the only heirs that I know of.

Q.-Do you know whether Fletcher Archer is living or dead?

A.-No, sir, I do not.

Q.-Do you know anything about the circumstances existing when he left or disappeared?

A.-No, sir, I don't. ~~Fletcher~~ I haven't seen Fletcher myself in something like twenty years. The last time I saw him he was down to my place, possibly twenty years ago.

Q.-State what real estate Mrs. Ballie S. Wright died, seized and possessed.

A.-A farm out near Lake Prince, about 140 acres, in Upper Chuckatuck District.

Q.-Are you familiar with this farm?

A.-Fairly familiar, yes.

Q.-What would you say is the fee simple value, taking in conditions now.

A.-\$5000.00.

Q.-What would be its annual value.--rent.

A.-\$400.00 I should think would be a fair annual rental for it.

Q.-Granting that this farm belongs to the three parties that we have just named, do you think it could be conveniently divided among the heirs to the interest of all, or do you think it could be sold and the interest of the parties would be promoted by such sale.

A.-I think their interests would be promoted by a sale. I don't know hardly how they could divide it, as the house and buildings are not so it could be divided, except one part of it.

EXAMINATION BY HUGH L. HOLLAND

Q.-Mr. Wagner, when did Mrs. Mamie Archer Bennett die?

A.-About 28 years ago, or maybe 29.

Q.-Is her husband still living?

A.-Yes, sir, but he deserted Mamie I think before their child was born.

Q.-What is the name of her husband?

A.-J. D. Bennett.

Q.-How old is Ethel Naomi Sykes?

A.-Around 30 years old.

MR. RICHIE SAUNDERS RECALLED:

Q.-Do you know that Ethel ~~Naomi~~ Sykes is the daughter of Mamie Archer Bennett?

A.-Sure, I have seen her occasionally.

Q.-Where was Mamie Archer Bennett living at the time this child was born?

A.-I believe at the old Richards farm.

Q.-Did you hear of the birth of this child at the time it was born?

A.-Yes, sir. I am as certain about that child being born as I am about any other children in the neighborhood.

P. D. PRUDEN being duly sworn deposes and says:

EXAMINATION BY HUGH L. HOLLAND

Q.-Please state what amounts Mrs. Ballie S. Wright owed P. D. Pruden and J. L. Williams?

A.-She owes P. D. Pruden and J. L. Williams one note made by M. C. Wright and endorsed by Mrs. Ballie S. Wright for \$64.19, dated March 23, 1929.

Q.-What else does she owe you and J. L. Williams?

A.-She owes an account the balance due on ~~of~~ which is \$91.70.

Q.-State briefly to the Court why she owes that account.

A.-This is a fertilizer account that Mrs. Wright had and I furnished the same to tenants and they paid on it at different times. This account was originally for \$231.30. \$91.70 was besides the note. You have the note to show for itself. \$139.60 was paid on the original bill of \$231.30 which left a balance of \$91.70

MEMORANDUM: P. D. Pruden, J. L. Williams and N. T. Gray state that they think \$5000.00 is the outside limit of a fee simple valuation for the farm and that it is doubtful that the property would sell for that much at the present time.

MRS. EDITH ARCHER McWILLIAMS being duly sworn deposes
as follows:

EXAMINATION BY HUGH L. HOLLAND.

Q.-Would either you or your sister, Mrs. Jeanette Archer Gooding, accept
the entire real estate of Mrs. Ballie S. Wright and pay to the other
parties such sums of money as their interests therein might entitle
them to?

A.-No, both of us would be unable to do so.

* * * * *
* * * * *

STATE OF VIRGINIA,

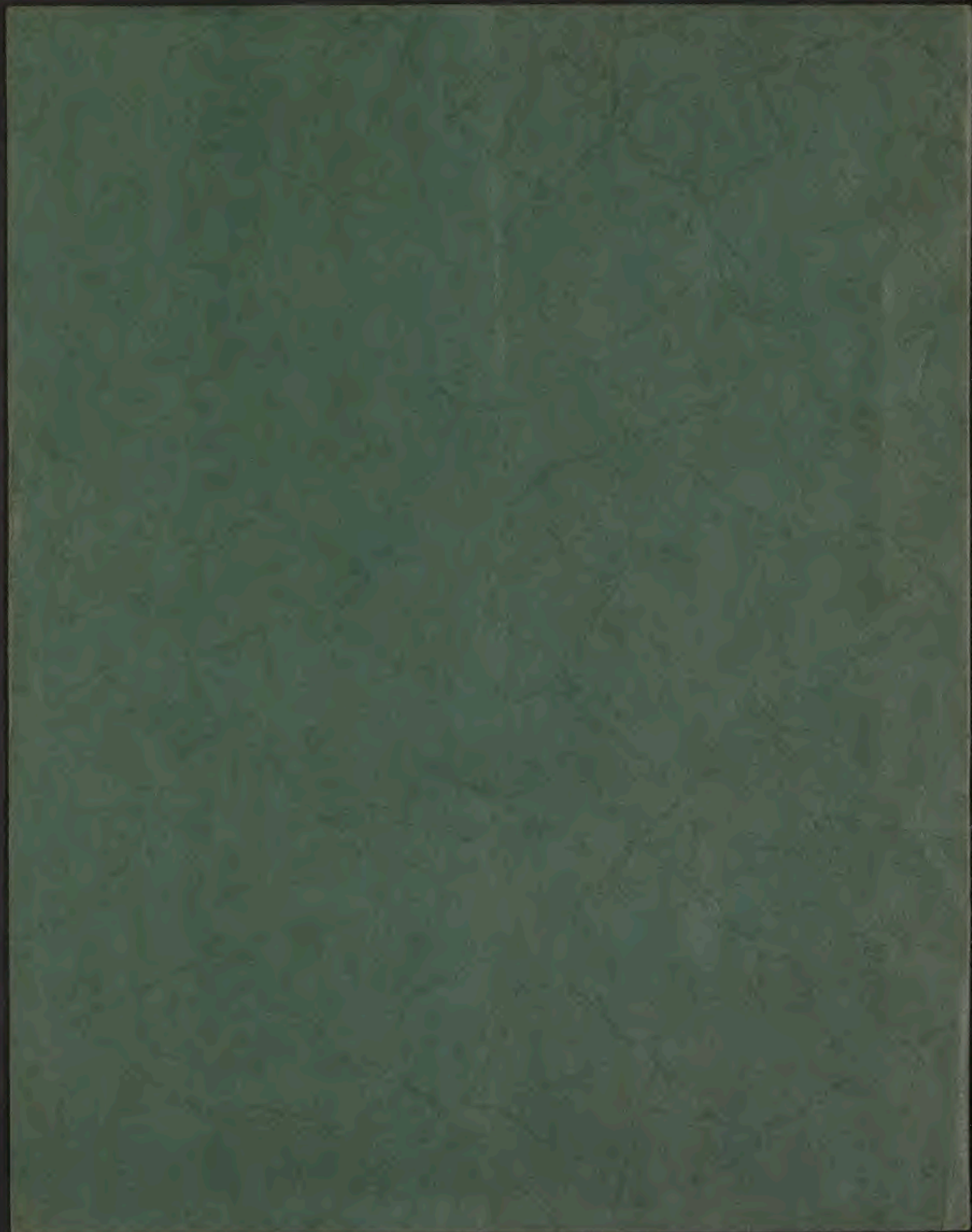
COUNTY OF NANSEMOND, To-wit:

I, William M. Birdsong, Commissioner in Chancery for the Circuit Court of Nansemond County, Virginia, do hereby certify that the foregoing depositions were duly taken, reduced to writing and signatures waived, respectively, before me, at the place and time therein mentioned, pursuant to the annexed notice.

In witness whereof I have hereunto set my hand at Suffolk, in the County of Nansemond, Virginia, the state aforesaid, this 25th, day of November, 1930.


Commissioner in Chancery.

-----000-----



VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams et al.....Complainants

V. DECREE

Ethel Naomi Sykes et als.....Defendants

This cause came on this day to be again heard upon the papers formerly read and upon the Report of S. E. Everett and Hugh L. Holland, Special Commissioners in this cause, together with the receipts therewith and also together with the Refunding Bond therewith, this day filed by leave of Court, to which no exceptions have been taken and was argued by Counsel.

On consideration whereof the Court doth approve and confirm said Report of S. E. Everett and Hugh L. Holland, Special Commissioners in this cause, dated February 9, 1931, and this day filed as aforesaid.

It appearing to the Court from said Report that the Refunding Bond referred to in the Decree in this suit entered on February 6, 1931, has been executed by Edith Archer McWilliams and Jeanette Archer Gooding, with ^{R. L. Northey and Hugh L. Holland as} sureties, and this day filed, which said Refunding Bond is hereby approved, and it also appearing to Court that said Special Commissioners have disbursed the balance in their hands in full in this suit as directed by said Decree entered herein on February 6, 1931, and have discharged their duties as Special Commissioners in this suit, it is ordered that said S. E. Everett and Hugh L. Holland and the sureties on their Bond as Special Commissioners in this suit, be and they are hereby relieved of further liability on said Bond from the date of the entry of this

Decree.

It appearing that there is nothing further to be done in this suit, it is ordered stricken from the docket.

Edith Archer McWilliams et al.....
.....Complainants

V. DECREE

Ethel Naomi Sykes et als.....
.....Defendants

We consent to this Decree.
All Complainants and Defendants
except Ethel Naomi Sykes and
Fletcher Archer.

BY Hugh J. Holland,
Their Counsel.

ETHEL NAOMI SYKES
BY [Signature]
Her Counsel.

Enter this 10. day of February,
1931.

Jas L. W. Moore
Judge.

HOLLAND & LOVELACE

ATTORNEYS AT LAW

SUFFOLK, VIRGINIA

Chancery Order Book
No. 6 Page 388

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams, and Jeanette
Archer Gooding.....Complainants

v. ANSWER

Ethel Naomi Sykes; Hugh L. Holland, Administrator
of Ballie S. (Balsora) Wright; Farmers Bank of
Nansemond, a Corporation organized and existing
under the laws of the State of Virginia; and the
American Bank & Trust Company, a Corporation or-
ganized and existing under the laws of the State
of Virginia; Fletcher Archer and any unknown heirs..
of Ballie S. (Balsora) Wright, deceased.....Defendants

The answer of Ethel Naomi Sykes to a bill of complaint
filed against her and others in the Circuit Court of Nansemond
County by Edith Archer McWilliams and Jeanette Archer Gooding,
complainants.

This respondent reserving to herself the benefit of
all just exceptions to the said bill of complaint, for answer
thereto, or to so much thereof as she is advised that it is ma-
terial she should answer, answers and says:

1. Ballie S. (Balsora) Wright had one brother, John
Archer, who died before the said Ballie S. (Balsora) Wright.
John Archer had two children, Mamie Archer Bennett, who died be-
fore Ballie S. (Balsora) Wright, and Fletcher Archer. Mamie
Archer Bennett was the mother of Ethel Naomi Sykes, Fletcher
Archer was the father of Edith Archer McWilliams and Jeanette
Archer Gooding. Your respondent is not advised as to whether
Fletcher Archer is dead or alive. Your respondent is advised
that if Fletcher Archer is living then the estate of Ballie S.
(Balsora) Wright should be divided into two parts, one-half to
your respondent, Ethel Naomi Sykes, and one-half to ~~the two chil-~~
~~dren of~~ Fletcher Archer. If Fletcher Archer is dead then the
estate of Ballie S. (Balsora) Wright should be equally divided
among Ethel Naomi Sykes, Edith Archer McWilliams and Jeanette

Archer Gooding, grand-nieces and sole heirs of the said Ballie S. (Balsora) Wright.

2. As far as your respondent knows the other facts stated in said bill are true.

And now, having fully answered the Complainants' Bill, these Respondents pray to be hence dismissed with their reasonable cost by them in this behalf expended.

ST. Paul, Minn. by 12-20
by S. E. Everett, her ally.

Respondent

Edith Archer McWilliams et al...
.....Complainants

V. ANSWER

Ethel Naomi Sykes et als.....
.....Defendants

1930. Sept 18. filed J.H.M.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams et al.....Complainants

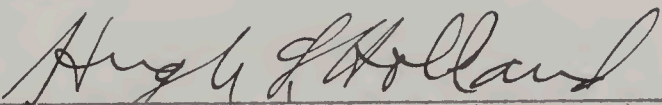
V. ANSWER OF HUGH L. HOLLAND, Administrator of
Ballie S. (Balsora) Wright; FARMERS BANK OF
NANSEMOND, a Corporation organized and existing
under the laws of the State of Virginia; and
the AMERICAN BANK & TRUST COMPANY, a Corporation
organized and existing under the laws of the
State of Virginia.

Ethel Naomi Sykes et als.....Defendants

The joint and separate Answer of Hugh L. Holland, Administrator
of Ballie S. (Balsora) Wright; Farmers Bank of Nansemond, a Corporation
organized and existing under the laws of the State of Virginia; and
the American Bank & Trust Company, a Corporation organized and
existing under the laws of the State of Virginia, to a Bill in Equity
exhibited against them and Ethel Naomi Sykes in the Circuit Court of
Nansemond County by Edith Archer McWilliams and Jeanette Archer
Gooding.

These Defendants for answer to said Bill of Complaint or to so
much thereof as they are advised that it is materially proper that
they should answer, do answer and say that the allegations made in
said Bill are true and correct, so far as they know, but they do not
know who are the heirs and distributees of the said Ballie S.
(Balsora) Wright, and that they concur in the prayer of the
Complainants and recommend that the Court make sale of the real
estate described in the Bill of Complaint in order to effect a
partition thereof and in order to pay the debts due by the estate of
Ballie S. (Balsora) Wright.

And now, having fully answered the Complainants' Bill, these
Respondents pray to be hence dismissed with their reasonable cost
by them in this behalf expended.



Administrator of Ballie S. (Balsora) Wright
Respondent.

FARMERS BANK OF NANSEMOND COUNTY, a
Corporation organized and existing under
the laws of the State of Virginia.

BY Hugh C. Hollander
Its Counsel.

AMERICAN BANK & TRUST COMPANY, a Corporation
organized and existing under the laws of the
State of Virginia.

BY Hugh C. Hollander
Its Counsel.

Edith Archer McWilliams et al.....
.....Complainants

V. ANSWER

Ethel Naomi Sykes et als.....
.....Defendants

1930 Sept 18. Filed *Jm*

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams, and Jeanette
Archer Gooding.....Complainants

V. BILL OF COMPLAINT

Ethel Naomi Sykes; Hugh L. Holland, Administrator
of Ballie S. (Balsora) Wright; Farmers Bank of
Nansemond, a Corporation organized and existing
under the laws of the State of Virginia; and the
American Bank & Trust Company, a Corporation or-
ganized and existing under the laws of the State
of Virginia; Fletcher Archer and any unknown..
heirs of Ballie S. (Balsora) Wright, deceased.....Defendants

To the Honorable Circuit Court of Nansemond County,
Virginia:

Your Complainants, Edith Archer McWilliams and Jeanette
Archer Gooding, respectfully represent:

1. That on or about the 14th day of December, 1929, Ballie
S. (Balsora) Wright died intestate, and the said Hugh L. Holland
was, on the 30th day of December, 1929, duly appointed Administrator
of her estate, and gave Bond and qualified as such, and ever
since then has been acting, and is now acting as such Administrator.

2. That the said Ballie S. (Balsora) Wright left your
Complainants, Edith Archer McWilliams and Jeanette Archer Gooding,
and one of the Defendants, namely, Ethel Naomi Sykes, as her
three grand nieces and sole heirs at law, all of whom are over the
age of twenty-one years, and each of whom own a one-third undivided
interest in the personal property and real estate left by the
said Ballie S. (Balsora) Wright.

3. That the said estate of Ballie S. (Balsora) Wright is
indebted to the said Farmers Bank of Nansemond in the sum of \$859.40
with 10% for cost of collection and with interest thereon from
March 11, 1930, evidenced by the balance due on a certain negotiable

note made by said Ballie S. Wright dated December 11, 1929, for \$900.00, subject to a credit of \$40.60, as of February 19, 1930, said note being payable ninety (90) days after date, payable to the Farmers Bank of Nansemond and negotiable and payable at the Farmers Bank of Nansemond; that said estate of Ballie S. (Balsora) Wright is also indebted to the Farmers Bank of Nansemond in the sum of \$350.00, with 10% for cost of collection and with interest from February 23, 1930, as evidenced by a certain negotiable note made by Mrs. H. H. Williams, endorsed by said Ballie S. Wright, dated November 25, 1929, payable 90 days after date, payable to said Ballie S. Wright, negotiable and payable at the Farmers Bank of Nansemond, which said note was discounted and held by said Farmers Bank of Nansemond at the time of the death of the said Ballie S. Wright.

4. That the said estate of Ballie S. (Balsora) Wright is indebted to the American Bank & Trust Company in the sum of \$308.88, with interest thereon from December 20, 1929, together with 10% for cost of collection evidenced by a certain negotiable collateral note made by said Ballie S. Wright, payable to the said American Bank & Trust Company, dated September 21, 1929, payable 90 days after date, due December 20, 1929, negotiable and payable at the said American Bank & Trust Company, at Suffolk, Virginia.

5. That your Complainants are informed by said Administrator that the following additional alleged claims have been presented to him for payment, as follows:

(1)	J. P. Dalton, 1930 pro rata taxes	\$-----
(2)	I. O. Hill & Company, funeral expenses, with interest	309.00
(3)	Richard Saunders, open account, with interest	65.00
(4)	Suffolk Fertilizer Company, note, with interest & with 10% for cost of collection	190.00
(5)	M. P. Wright, assignee of Dr. R. L. Eley, for medical expenses with interest	3.50
(6)	E. L. Folk Co. Inc., note with interest & 10% for cost of collection	175.00
(7)	C. L. Jernigan, open account, with interest	50.00
(8)	Robert Porter, open account, balance due for picking peanuts, with interest	13.02
(9)	P. D. Pruden & J. L. Williams, note of M. C. Wright, endorsed by Ballie S. Wright, with interest and with cost of collection	64.19
(10)	P. D. Pruden & J. L. Williams, balance due under crop lien for supplies furnished to crop of Ballie S. Wright in 1929, with interest	155.89
(11)	Norfleet Barrell and Box Company, note of M. C. Wright endorsed by Ballie S. Wright, with cost of collection and interest	58.57
Total		1084.17

6. That your Complainants are informed and believe and so represent that the said Administrator has received from the personal property of this estate a gross amount of \$669.81, without any deductions for cost of administration or expenses; that he has disbursed \$102.71, leaving the net amount in his hands of \$567.10, which amount is subject to deductions for cost of administration; that the estate is largely indebted, in the approximate amount above indicated, and there is no personal property belonging to said estate out of which to pay the said debts other than the amount above mentioned in the hands of the said Administrator.

7. That the said Ballie S. (Balsora) Wright died, seized and possessed of certain real estate situate in the County of Nansemond, in the State of Virginia, described as follows:

All that certain piece, parcel or tract of land situate in Chuckatuck Magisterial District in Nansemond County, Virginia, near Lake Prince, bounded as follows: On the North by Exchange Creek, which is one branch of the Nansemond River; on the West by the property of the City of Norfolk; on the South by property of T. E. Weaver, N. T. Gray and the City of Norfolk, and on the East by the lands of C. H. Adams; said tract of land containing by estimation, One Hundred Thirty and two-one hundredths (130.02) acres, more or less, sale and conveyance in gross and not by the acre.

The above described tract of land was devised to said Ballie S. (Balsora) Wright by Solomon J. Saunders, deceased, by his Will dated December 11, 1908, and probated in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, on June 1, 1909, and recorded in said Clerk's Office in Will Book 6, page 628. The original tract of land, of which the above described tract is the remaining part, consisted of two hundred fifty (250) acres, of land which was conveyed to Solomon J. Saunders by Aaron Archer and Edith E. Archer by their Deed dated November 3, 1892, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 26, at page 129. Of said original tract of two hundred (250) acres owned by Solomon J. Saunders, he devised forty (40) acres, more or less, to Hurley K. Saunders, and that part of said original tract devised to said Ballie S. (Balsora) Wright contained two hundred ten (210) acres, more or less, various parts of said remaining 210 acres having been sold and conveyed by said Ballie S. (Balsora) Wright by her various Deeds recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, since the probate of said Will of said Solomon J. Saunders, the various tracts conveyed by said Ballie S. (Balsora) Wright as shown by said Deeds aggregating approximately seventy-nine and ninety-eight one-hundredths (79.98) acres, leaving a remainder of one hundred thirty and two-one hundredths (130.02) acres, as above stated in the name of Balsora Wright. The above described tract of land is subject to certain rights of ways and easements as set out in certain Deeds from said Ballie S. (Balsora) Wright, duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia.

8. That your Complainants and the said Ethel Naomi Sykes are Co-owners in fee simple of the said property above described, and the object of this suit is to procure a partition thereof in some method prescribed by law. Owing to the fact that all of the debts above set out are past due, the said creditors and any other creditors of the

estate of Ballie S. (Balsora) Wright are entitled to be paid out of the proceeds of the sale of her estate, and any of her said creditors would have a right to file a creditors' suit for the sale of the said real estate. No one of the co-owners is willing to take said property at its value and pay to the other co-owners the value of their respective shares. Said co-owners are unable to pay off the indebtedness of the said estate, which would have to be done in the event said real estate was partitioned in kind among the parties entitled thereto. For the reasons above given, it is to the interest and advantage of all parties concerned that said property be sold as a whole in order to effect a partition and the proceeds of sale be divided by the Court amongst the various parties according to their respective rights in said property, after payment by the Court of the debts due by the said estate of said Ballie S. (Balsora) Wright.

9. That Ballie S. (Balsora) Wright had one brother, John Archer, who died before the said Ballie S. (Balsora) Wright. John Archer had two children, Mamie Archer Bennett, who died before Ballie S. (Balsora) Wright, and Fletcher Archer. Mamie Archer Bennett was the mother of Ethel Naomi Sykes, and Fletcher Archer was the father of Edith Archer McWilliams and Jeanette Archer Gooding. Your Complainants believe and allege that their father, Fletcher Archer, is dead and that therefore they, the said Edith Archer McWilliams and Jeanette Archer Gooding and the said Ethel Naomi Sykes are the three grand nieces and sole heirs at law of the said Ballie S. (Balsora) Wright, as above alleged. However, the said Fletcher Archer, father of your Complainants, disappeared mysteriously sixteen (16) years prior to the institution of this suit in the City of Norfolk, and it was generally suspected at the time that he was killed, but his body was never recovered and it was not definitely proved that he was dead, although he has not been seen or heard from for the last 16

years. Under these circumstances it has been suggested, by one of the Defendants, Ethel Naomi Sykes, that she does not know whether the said Fletcher Archer is living or dead and that if said Fletcher Archer is living, he would be entitled to one-half of the estate of Ballie S. (Balsora) Wright and that she, the said Ethel Naomi Sykes, would be entitled to the remaining one-half. There is no doubt whatever in the minds of your Complainants about the fact that their father, Fletcher^{Archer} is dead. However, in view of the above facts and in view of the suggestion of the Defendant, Ethel Naomi Sykes, above stated, your Complainants respectfully ask that an Order of Publication be issued against said Fletcher Archer and any unknown heirs of the said Ballie S. (Balsora) Wright and that the death of the said Fletcher Archer be determined in this suit; that there are or may be persons interested in the subject to be divided or disposed of, whose names are unknown.

Your Complainants therefore pray that the said Ethel Naomi Sykes, Hugh L. Holland, Administrator of Ballie S. (Balsora) Wright, Farmers Bank of Nansemond, a Corporation organized and existing under the laws of the State of Virginia, and the American Bank & Trust Company, a Corporation organized and existing under the laws of the State of Virginia, Fletcher Archer and any unknown heirs of Ballie S. (Balsora) Wright, be made parties Defendant to this suit and be required to answer the same, but answers under oath are hereby expressly waived; that an Order of Publication be issued against Fletcher Archer and any unknown heirs of Ballie S. (Balsora) Wright; that it be determined in this suit whether Fletcher Archer is living or dead and whether there are any unknown heirs of Ballie S. (Balsora) Wright, deceased, and that the legal heirs of the said Ballie S. (Balsora) Wright be determined; that partition of said real estate may be made and decreed in some manner prescribed by

the Statute, preferably by a sale of the whole thereof and division of the proceeds of sale amongst the owners according to their interests, after payment of the debts due by the estate out of said proceeds; that the administration accounts of said Administrator may be stated in this suit; that an account of all debts and liabilities of the said Ballie S. (Balsora) Wright may be taken and their priorities ascertained and determined; that the amount and value of the real estate owned by the said Ballie S. (Balsora) Wright at the time of her death may be also ascertained and determined; that all of the debts of the said Ballie S. (Balsora) Wright may be paid and the balance distributed among her heirs according to law; and grant unto your Complainants such other, further and general relief as to equity and good conscience may seem meet and they will ever pray etc.

EDITH ARCHER MCWILLIAMS

JEANETTE ARCHER GOODING

BY

Holland & Lovelace
Their Counsel.

Edith Archer McWilliams and Jeanette
Archer Gooding.....Complainants

V. BILL OF COMPLAINT

Ethel Naomi Sykes; Hugh L. Holland,
Administrator of Ballie S. (Balsora)
Wright, et als.....Defendants

*We consent to the filing
of this bill and waive
process.*

*Edith Archer McWilliams
Jeanette Archer Gooding
Hugh L. Holland Administrator of
Ballie S. (Balsora) Wright
American Bank & Trust Co
Farmers Bank of
Worcester
by Holland & Lovelace
Attorneys
of Everett City
for Ethel Naomi Sykes*

1930 Sept 18. J. L. G. Hm.

HOLLAND & LOVELACE

ATTORNEYS AT LAW

SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams et al.....Complainants

V.

DECREE

Ethel Naomi Sykes et als.....Defendants

This cause came on this day to be again heard upon the papers formerly read and upon the Report of S. E. Everett and Hugh L. Holland, Special Commissioners in this cause, together with the receipts therewith, this day filed by leave of Court, to which no exceptions have been taken, and was argued by Counsel.

On consideration whereof, the Court doth approve and confirm the said Report of said S. E. Everett and Hugh L. Holland, Special Commissioners in this cause, this day filed as aforesaid.

It appears to the Court from the Bill of Complaint, Report of William M. Birdsong, Commissioner in Chancery, filed in this cause on November 29, 1930, and testimony, that the legal heirs and distributees of Ballie S. (Balsora) Wright are three grand-nieces, namely Edith Archer McWilliams, Jeannette Archer Gooding and Ethel Naomi Sykes; that Ballie S. (Balsora) Wright had one brother, John Archer, who died before the said Ballie S. (Balsora) Wright; that John Archer had two children Mamie Archer Bennett, who died before Ballie S. (Balsora) Wright and Fletcher Archer; that Mamie Archer Bennett was the mother of Ethel Naomi Sykes, and Fletcher Archer was the father of Edith Archer McWilliams and Jeanette Archer Gooding; that the said Fletcher Archer disappeared on October 9, 1916, from Norfolk, Virginia, and has not been seen or heard from since that date; that he left home on the morning of October 9, 1916, and went to his work, that he called up

his wife over the telephone just before supper and asked whether supper was ready and stated that he would be home in a very short time, and that was the last time anyone has ever seen or heard of said Fletcher Archer; that it is presumed that said Fletcher Archer was dead at the expiration of seven years from October 9, 1916, which was October 9, 1923; that an Order of Publication has been published for said Fletcher Archer according to law.

It also appears to the Court from said Report of S. E. Everett and Hugh L. Holland, Special Commissioners in this cause, that there is the sum of Eleven Hundred Eighty-Seven and 67/100 (\$1187.67) Dollars in hand to be distributed among said three heirs, which amount includes net proceeds from sale of personal property and real estate after payment of all debts and costs.

On consideration whereof, it is ordered that said Special Commissioners pay over to Ethel Naomi Sykes the sum of Three Hundred Ninety-Five and 89/100 (\$395.89) Dollars, being one-third of said balance in hand, in full for her share.

It is also ordered that said Edith Archer McWilliams and Jeanette Archer Gooding execute and file in this suit a refunding Bond under Section 5365 of the Code of Virginia, payable to Fletcher Archer in the penalty of \$1000.00, and with condition that if the said Fletcher Archer shall in fact be alive at this time, they will respectively refund the amounts received by each on demand, with interest thereon and with surety to be approved by this Court. As soon as said Bond is executed and delivered to said Special Commissioners in this cause, said Special Commissioners shall then pay over to said Edith Archer McWilliams and Jeanette Archer Gooding the sum of Three Hundred Ninety-Five and 89/100 (\$395.89) Dollars.

It is further ordered that in the event that Fletcher Archer does not appear or proof is not submitted to this Court that said Fletcher Archer was in fact alive at this time, on or before October 19, 1936, which will be twenty (20) years from the date of the disappearance of the said Fletcher Archer, then said principals and sureties under said refunding Bond shall be discharged from any further liability thereon, and leave is also granted said principals and sureties on said refunding Bond to make application to this Court to be relieved from liability on said refunding Bond and to present to this Court such evidence as they may have for such application.

Edith Archer McWilliams et al.....
.....Complainants

V. DECREE

Ethel Naomi Sykes et als.....
.....Defendants

We consent to this Decree all
Complainants and Defendants except
Fletcher Archer and Ethel Naomi
Sykes.

By Hugh J. Holland
Their Attorney.

Ethel Naomi Sykes

By H. J. McInnis
Her Attorney.

Enter this 6 day of February,
1931.

L. S. McInnis
Judge.

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HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams et al.....Complainants

V.

DECREE

Ethel Naomi Sykes et als.....Defendants

This cause came on this day to be again heard upon the papers formerly read and upon the Report of Hugh L. Holland, Administrator of Ballie S. Wright, together with the receipt therewith, this day filed by leave of Court, to which no exceptions have been taken and was argued by Counsel.

On consideration whereof, the Court doth approve and confirm said Report of Hugh L. Holland, Administrator of Ballie S. Wright, dated February 4, 1931, and this day filed, said Report showing that said Administrator has paid over to S. E. Everett and Hugh L. Holland, Special Commissioners in this suit, the entire balance in his hands as such Administrator amounting to Five Hundred Forty-Four and 42/100 (\$544.42) Dollars.

It appearing to the Court from the Report of William M. Birdsong, Commissioner in Chancery in this cause, and also from the three Reports of Hugh L. Holland, Administrator of Ballie S. Wright, filed in this cause, that said Hugh L. Holland, Administrator of Ballie S. Wright, has discharged his duties as such Administrator and has paid out by Order of this Court the balance in hand in full, it is ordered that said Hugh L. Holland, Administrator of Ballie S. Wright, and the surety on his Bond as such Administrator be and they are relieved of further liability on said Bond from the date of the entry of this Decree.

We consent to this Decree all
Complainants and Defendants except
Fletcher Archer and Ethel Naomi
Sykes.

BY Hugh A. Holland,
Their Attorney

Ethel Naomi Sykes

BY [Signature]
Her Attorney.

Edith Archer McWilliams et al.....
.....Complainants

V. DECREE

Ethel Naomi Sykes et als.....
.....Defendants

Enter this 6th day of February,
1931.

Jas. L. McNamee
Judge.

Chancery Order Book
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HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams et al.....Complainants

V. REPORT OF HUGH L. HOLLAND, ADMINISTRATOR
 OF BALLIE S. WRIGHT

Ethel Naomi Sykes et als.....Defendants

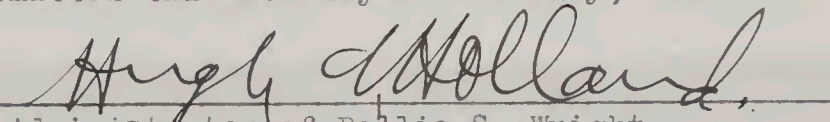
To the Honorable Circuit Court of Nansemond County,
Virginia:

The undersigned, Hugh L. Holland, Administrator of Ballie
S. Wright, respectfully reports to Court:

That pursuant to a certain Decree entered in the above
styled cause on January 31, 1931, he paid over to S. E. Everett
and Hugh L. Holland, Special Commissioners in this suit, the sum
of Five Hundred Forty-Four and 42/100 (\$544.42) Dollars, represent-
ing the entire balance due in his hands as Administrator of
Ballie S. Wright, as shown by receipt hereto attached and made a
part of this Report.

Said Administrator reports that he has now finally, fully and
completely discharged his duties as such Administrator, has
collected and disbursed all of the personal estate of the said
Ballie S. Wright and therefore respectfully prays that he and his
surety be relieved of any further liability on his Bond as such
Administrator.

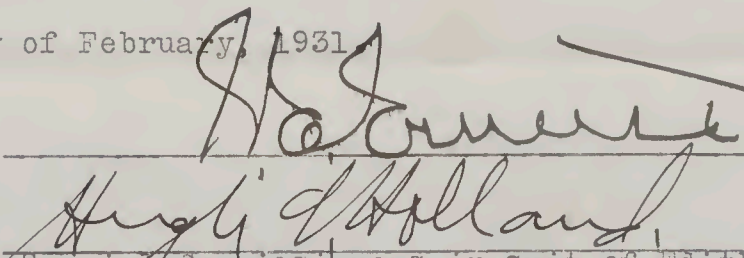
Respectfully submitted this 4th day of February, 1931.



Administrator of Ballie S. Wright.

Received of Hugh L. Holland, Administrator of Ballie S. (Balsora) Wright, payment of the sum of Five Hundred Forty-Four and 42/100 (\$544.42) Dollars, being the entire balance in full in hand of Hugh L. Holland, Administrator of Ballie S. (Balsora) Wright, as shown by Report and Account of said Hugh L. Holland, Administrator of Ballie S. (Balsora) Wright, dated January 30, 1931, and filed in the Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, on January 31, 1931, said balance in hand in full of said Administrator, being ordered to be paid to S. E. Everett and Hugh L. Holland, Special Commissioners in said Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, by Decree entered in said suit on January 31, 1931.

Dated this 3rd day of February, 1931.


Special Commissioners in suit of Edith
Archer McWilliams et al v. Ethel Naomi
Sykes et als.

Edith Archer McWilliams et al....
.....Complainants

V. REPORT OF HUGH L. HOLLAND,
ADMINISTRATOR OF BALLIE S.
WRIGHT

Ethel Naomi Sykes et als.....
.....Defendants

1931. Feby 6. filed J.L.M.

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams et al.....Complainants

V. REPORT OF S. E. EVERETT AND HUGH L. HOLLAND,
 SPECIAL COMMISSIONERS.

Ethel Naomi Sykes et als.....Defendants

To the Honorable Circuit Court of Nansemond County,
Virginia:

The undersigned, S. E. Everett and Hugh L. Holland, Special
Commissioners in the above styled suit, respectfully report
to Court:

That pursuant to the terms of a certain Decree entered in this
suit on December 18, 1930, said Special Commissioners did convey
by SPECIAL WARRANTY Deed the real estate in the Bill and proceedings
mentioned, to W. J. Joyner, and collected therefor the purchase
price of Thirty-Five Hundred (\$3500.00) Dollars on December 18,
1930; that also pursuant to said Decree they have paid all costs
and expenses of this suit and sale and all debts due by the estate
of Ballie S. (Balsora) Wright, deceased, as allowed and set out in
the Report of William M. Birdsong, Commissioner in Chancery, filed
in this suit on November 29, 1930, except such debts as were paid
by Hugh L. Holland, Administrator of Ballie S. (Balsora) Wright,
which said debts so paid by said Administrator are shown on the
Reports and Accounts of said Administrator filed in this cause.

Your said Special Commissioners also report that they have
received from Hugh L. Holland, Administrator of Ballie S. Wright,
deceased, the sum of \$544.42, representing the balance in hands of
said Administrator in full.

An Account of said collection and disbursements is as follows:

1930			
Dec. 18	By W. J. Joyner, purchase price of farm		3500.00
Dec. 19	By West & Withers, refund on canceled Insurance policy		12.54
	By Hugh L. Holland, Admtr. of Ballie S. Wright, Dec'd.		544.42
Dec. 19	To H. W. Churn, Auctioneer's Fee, per receipt	10.00	
" "	To Farmers Bank of Nansemond, for note, per receipt	987.64	
" "	To Farmers Bank of Nansemond, for note, per receipt	402.38	
" "	To American Bank & Trust Co., for note, per receipt	358.44	
" "	To S. E. Everett and Hugh L. Holland, fee & commissions, per receipt	200.00	
" "	To Suffolk Fertilizer Co., for note, per receipt	219.96	
" "	To Robert Porter, for open Account, per receipt	13.02	
" 20	To E. L. Folk Company, for note, per receipt	185.03	
" "	To Norfleet Barrel & Box Co., for note, per receipt	72.50	
" "	To P. D. Pruden & J. L. Williams, for crop lien, per receipt.	91.70	
" "	To P. D. Pruden & J. L. Williams, for note, per receipt	70.91	
" "	To C. L. Jernigan, for open account, per receipt	50.00	
" "	To M. P. Wright, Assignee of Dr. R. L. Eley, per receipt	3.50	
" "	To Richie Saunders, open account, per receipt	65.00	
" "	To Woodward & Elam, premium on Bond, per receipt	21.00	
" "	To Piland Printing Co., for printing hand-bills, per receipt	6.00	
	Carried Forward	2757.08	4056.96

	Brought Forward	2757.08	4056.96
1930			
Dec. 20	To Virginian Pilot Publishing Co., for advertising sale, per receipt	10.73	
" "	To Suffolk News Co. Inc., for advertising sale, per receipt	11.25	
" "	To William M. Birdsong, Commissioner in Chancery, Fee, per receipt	50.00	
" "	To Suffolk News Co. Inc., for Order of Publication, per receipt	20.00	
" "	To John H. Powell, Clerk, Court cost, per receipt	14.90	
	By William M. Crumpler, dower right of Ballie S. Wright in estate of M. C. Wright per order of Court entered on January 31, 1931		2.17
	To reserved for 1931 taxes on money in hand of Special Commissioners	2.50	
	To reserved for further Clerk's fees	5.00	
	To balance in hands of S. E. Everett and Hugh L. Holland, Special Commissioners in this suit	1187.67	
		\$ 4059.13	\$ 4059.13

*See vouchers filed under
separate cover this day.
J.L.M.*

Your Commissioners respectfully represent that the aforesaid balance in their hands of \$1187.67 should be divided equally (one-third to each) among Edith Archer McWilliams, Jeanette Archer Gooding and Ethel Naomi Sykes, who are the three rightful and legal heirs and distributees of the late Ballie S. (Balsora) Wright, as shown by Report of William M. Birdsong, Commissioner in Chancery, in this cause, the amount to which each of said three heirs and distributees would be entitled is \$395.89.

Respectfully submitted this 4th day of February, 1931.

[Signature]

[Signature]

Special Commissioners

Edith Archer McWilliams et al.....
.....Complainants

V. REPORT OF S. E. EVERETT AND
HUGH L. HOLLAND, Special
Commissioners.

Ethel Naomi Sykes et als.....
.....Defendants

1931 Februry 6. filed
JLM

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams et al.....Complainants

V. DECREE

Ethel Naomi Sykes et als.....Defendants

This cause came on this day to be again heard upon the papers formerly read and upon the Report and Account of Hugh L. Holland, Administrator of Ballie S. Wright, together with the receipts therewith, this day filed by leave of Court, to which no exceptions have been taken, and was argued by Counsel.

On consideration whereof the Court doth approve and confirm the Report and Account of Hugh L. Holland, Administrator of Ballie S. Wright, filed in this cause on November 29, 1930, said Report and Account being shown in the Report of William M. Birdsong, Commissioner in Chancery, filed in this cause on November 29, 1930, said last mentioned Report of William M. Birdsong, Commissioner in Chancery, having been approved and confirmed by Decree entered herein on November 29, 1930. The Court doth also approve and confirm the Account and Report of said Hugh L. Holland, Administrator of Ballie S. Wright, dated January 30, 1931, and this day filed in this cause.

It appearing to the Court from said Report of Hugh L. Holland, Administrator of Ballie S. Wright, this day filed, that he has a balance in hand of \$544.42; that he has completed the collection of all monies that he knows of to be collectable by him and that this suit was brought for the partition of the real estate of Ballie S. Wright and for the settlement of her estate in full, it is ordered that the said Hugh L. Holland, Administrator of Ballie S. Wright, do pay over to S. E. Everett and Hugh L. Holland,

Special Commissioners in this suit, the said sum of \$544.42, and said Hugh L. Holland, Administrator of Ballie S. Wright, shall report to Court.

Edith Archer McWilliams et al.....
.....Complainants

V. DECREE

Ethel Naomi Sykes et als.....
.....Defendants

*we consent to this decree
all complainants & defendants
except Fletcher Archer &
Ethel Naomi Sykes
by H. Holland
their atty
Ethel Naomi Sykes
by H. Everitt
her atty
Ethel N.*

*Enter Jan'y 31. 1931
Jas. L. Whimore*

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

*Chancery Order Book
No. 6 Page 383*

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams et al.....Complainants

V. REPORT AND ACCOUNT OF HUGH L. HOLLAND,
ADMINISTRATOR OF BALLIE S. WRIGHT.

Ethel Naomi Sykes et als.....Defendants

The undersigned, Hugh L. Holland, Administrator of
Ballie S. Wright, respectfully represents to Court:

1. That he qualified as Administrator of Ballie S.
Wright on December 30, 1929, and made a complete Account and
Report of all of his transactions as such Administrator,
which is dated November 17, 1930, and filed in this suit on
November 29, 1930. Said Report and Account of Hugh L. Holland,
Administrator of Ballie S. Wright, was approved and confirmed
by the Report of William M. Birdsong, Commissioner in Chancery,
filed in this suit on November 29, 1930, and by Decree entered
in this cause on November 29, 1930.

2. Said Report and Account of Hugh L. Holland, Administrator
of Ballie S. Wright, deceased, filed and approved in this cause
on November 29, 1930, shows a balance in hand of said Administrator
of Six Hundred Twenty-Nine and 18/100 (\$629.18) Dollars. The
following is an Account of the transactions of said Administrator
since the filing of his said Report on November 29, 1930, including
said balance in hand as shown by said former Report, of \$629.18,
as follows:

By balance in hand as shown by former Report of Hugh L. Holland, Admtr. of Ballie S. Wright, filed in this cause on November 29, 1930.		629.18
Nov. 24		
To paid I. O. Hill & Co., funeral expenses, per receipt	309.00	
Nov. 24		
To paid J. P. Dalton, Treas. 1930 taxes on real estate, per receipt	92.40	
Carried Forward	\$401.40	\$629.18

Brought Forward	\$401.40	629.18
1930		
Nov. 24		
To paid J. P. Dalton, Treas. 1930		
taxes on personal property, per		
receipt	6.81	
Nov. 17		
By N. T. Gray, 1930 rent on seven acres		42.50
Dec. 3		
By C. L. Jernigan, rent for Moses Palmer		
and Alex Pierce		37.06
Dec. 13		
By C. L. Jernigan, part payment on 1930		
rent		100.00
Dec. 23		
By M. P. Wright, for note		35.00
Dec. 30		
By C. L. Jernigan, payment of 1930 rent for		
Moses Palmer		21.44
1931		
Jan. 1		
By C. L. Jernigan, balance on 1930 rent		100.00
Jan. 17		
By C. L. Jernigan, collected from other		
tenants for rent		15.00
Jan. 30		
To West & Withers, premium on Bond of		
Hugh L. Holland, Administrator, for year		
beginning December 30, 1930	10.00	
To Hugh L. Holland, 5% commissions on		
\$351.00, being all of the above credits		
exclusive of the first item of \$629.18,		
on which commissions have already been		
paid	17.55	
To balance in hand of Hugh L. Holland,		
Administrator.	544.42	
	<u>\$980.18</u>	<u>\$980.18</u>

Inasmuch as this suit was brought for the sale of all of the real estate of Ballie S. Wright, the payment of all her debts and the settlement of her estate in full, your Petitioner, Hugh L. Holland, Administrator of Ballie S. Wright, respectfully prays to the Court for authority to pay over said balance of \$544.42 in his hands as Administrator to S. E. Everett and Hugh L. Holland, Special Commissioners in this suit, taking their receipt for same and thereby closing and settling his Accounts as Administrator in full.

Respectfully submitted this 30th day of January, 1931.

Hugh L. Holland
 Administrator of Estate of Ballie S. Wright, deceased.

Received of Hugh L. Holland, Administrator of Ballie S.
Wright, deceased, payment of the sum of Three Hundred Nine
(\$309.00) Dollars, for the funeral expenses in full of Ballie
S. Wright.

Dated this 24th day of November, 1930.

J. O. Hiee JG.

By L. W. Babb.

I. O. HILL
LOCK BOX 46

B. O. HILL
BELL PHONE 69

SUFFOLK, VA.,

Jan 24, 1930

192

Mrs. Ballie Wright, Est Per order Mrs H.N. Williams

R.F.D.

To I. O. HILL & CO., Dr.

The Home of Good Furniture

::: Funeral Directors :::

Nos. 157 and 159 Washington Street

No. 118 Saratoga Street---Three Stories

12-14-29 To Casket

225 00

" Vault

55 00

" Embalming

15 00

" Use of hearse

5 00

" Drayage on vault

5 00

" Opening grave

4 00

\$ 309 00

*Paid - see attached
Receipt -*

County Levy.....\$.65
 County School Levy.....1.00
 Interest and Sinking Fund (School)......25
 District Road Levy......30
 Total.....\$ 2.20

Paid by
 Hugh L. Halland

COMMONWEALTH OF VIRGINIA STATE TAXES AND LOCAL LEVIES, 1930

M. C. Wright

No. 9026

UPPER CHUCKATUCK DISTRICT

Land.....Page 22 Line 16

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

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

To J. P. DALTON, Treasurer of NANSEMOND COUNTY, VIRGINIA, Dr.

SUBJECTS OF TAXATION	VALUE	STATE RATE ON \$100	STATE TAXES	LOCAL RATE ON \$100	LOCAL LEVIES	TOTAL STATE TAXES AND LOCAL LEVIES
FOR STATE TAXATION ONLY:						
State Capitation Tax.....			\$ 1 50	NONE	NONE	\$ 1 50
Bonds, Notes, and Other Evidences of Debt.....	\$	\$.50		NONE	NONE	
Money.....		.20		NONE	NONE	
Moneyed Capital in Competition with National Banks.....		1.00		NONE	NONE	
Capital Not Otherwise Taxed.....		.75		NONE	NONE	
Income: 1½% on first \$3,000; 2½% on next \$2,000; 3% on excess over \$5,000.....				NONE	NONE	
FOR LOCAL TAXATION ONLY:						
Tangible Personal Property.....		NONE	NONE	\$ 2.20		
Machinery and Tools.....		NONE	NONE	2.20		
Merchants' Capital (Schools).....		NONE	NONE	1.25		
Real Estate..... 144 ¼ Acres 4200 -		NONE	NONE	2.20	92 40	92 40
Real Estate..... Acres		NONE	NONE	2.20		
Real Estate..... Acres		NONE	NONE	2.20		
Real Estate..... Acres		NONE	NONE	2.20		
CREDITS			TOTAL STATE TAXES.....		\$	
			TOTAL LOCAL LEVIES.....		\$ 92 40	\$ 92 40
Date	Amount	Received Payment:		5% Penalty December 6, 1930.....		
	\$	Date		Total Taxes, Levies and Penalty.....		
				5% Penalty June 16, 1931.....		
				Total Taxes, Levies and Penalties to June 16, 1931.....		
				6% Interest from June 16, 1931, to date of payment.....		
				Total Taxes, Levies, Penalties and Interest.....		

J. P. DALTON, Treasurer

NOV 25 1930

By

LOCAL RATES—REAL ESTATE AND TANGIBLE PROPERTY

County and District

County Levy \$.65
 County School Levy 1.00
 Interest and Sinking Fund (School) 25
 District Road Levy 30
 Total \$ 2.20

COMMONWEALTH OF VIRGINIA

STATE TAXES AND LOCAL LEVIES, 1930

M. *Hugh L. Dalton, Jr.*
Wm. B. J. Wright
 To J. P. DALTON, Treasurer of NANSEMOND COUNTY, VIRGINIA, Dr.

No. **8575**

UPPER CHUCKATUCK DISTRICT

Land Page Line

Personal Property Page Line

Income Page **14** Line **3**

SUBJECTS OF TAXATION	VALUE	STATE RATE ON \$100	STATE TAXES	LOCAL RATE ON \$100	LOCAL LEVIES	TOTAL STATE TAXES AND LOCAL LEVIES
FOR STATE TAXATION ONLY:						
State Capitation Tax.....			\$ 1 50	NONE	NONE	\$ 1 50
Bonds, Notes, and Other Evidences of Debt.....	\$ 107-	\$.50		NONE	NONE	
Money.....		.20	21	NONE	NONE	21
Moneyed Capital in Competition with National Banks.....		1.00		NONE	NONE	
Capital Not Otherwise Taxed.....		.75		NONE	NONE	
Income: 1½% on first \$3,000; 2½% on next \$2,000; 3% on excess over \$5,000.....				NONE	NONE	
FOR LOCAL TAXATION ONLY:						
Tangible Personal Property.....	300-	NONE	NONE	\$ 2.20	6 60	6 60
Machinery and Tools.....		NONE	NONE	2.20		
Merchants' Capital (Schools).....		NONE	NONE	1.25		
Real Estate..... Acres		NONE	NONE	2.20		
Real Estate..... Acres		NONE	NONE	2.20		
Real Estate..... Acres		NONE	NONE	2.20		
Real Estate..... Acres		NONE	NONE	2.20		
CREDITS			TOTAL STATE TAXES.....	\$ 21	TOTAL LOCAL LEVIES.....	\$ 6 60
Date <i>Paid by</i> <i>Hugh L. Dalton, Jr.</i>			5% Penalty December 6, 1930.....			
Amount			Total Taxes, Levies and Penalty.....			
Received Payment:			5% Penalty June 16, 1931.....			
Date			Total Taxes, Levies and Penalties to June 16, 1931.....			
J. P. DALTON, Treasurer			6% Interest from June 16, 1931, to date of payment.....			
By <i>PJL</i>			Total Taxes, Levies, Penalties and Interest.....			
NOV 25 1930						

Received of Hugh L. Holland, Administrator of
Ballie S. Wright, payment of the sum of Seventeen
and 55/100 (\$17.55) Dollars, as 5% commissions
on \$351.00.

Dated this 30th day of January, 1931.

Hugh L. Holland

Received of Hugh L. Holland, Administrator of
Ballie S. Wright, payment of the sum of Ten (\$10.00)
Dollars, to cover premium on Bond as Administrator
for one year beginning December 30, 1930.

Dated this 30th day of January, 1931.

WEST & WITHERS

BY

H. E. MacBlenney

Edith Archer McWilliams et al.....
.....Complainants

V. REPORT AND ACCOUNT OF HUGH L.
HOLLAND, ADMINISTRATOR OF
BALLIE S. WRIGHT

Ethel Naomi Sykes et als.....
.....Defendants

*1931 Jan 31. Filed,
Hm*

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams and Jeanette
Archer Gooding.....Complainants

V.

DECREE

Ethel Naomi Sykes; Hugh L. Holland, Administrator
of Ballie S. (Balsora) Wright; Farmers Bank of
Nansemond, a Corporation organized and existing
under the laws of the State of Virginia; and the
American Bank & Trust Company, a Corporation or-
ganized and existing under the laws of the State
of Virginia; Fletcher Archer and any unknown heirs
of Ballie S. (Balsora) Wright, deceased.....Defendants

This cause came on this day to be again heard on the
papers formerly read as well as on the Report of S. E. Everett and
Hugh L. Holland, Special Commissioners, duly appointed as such by
a Decree entered herein on the 29th day of November, 1930, directing
said Commissioners to make sale of the real estate in the Bill and
proceedings mentioned; which said Report was this day filed by
leave of Court and by consent of all parties, and to which Report no
exceptions have been taken, and was argued by Counsel.

It appearing from said Report that said Special Commissioners,
S. E. Everett and Hugh L. Holland, having executed the Bond required
of them by said Decree, and sold the real estate in the Bill and
proceedings mentioned strictly in accordance with the terms of said
Decree for the sum of THIRTY-FIVE HUNDRED (\$3500.00) DOLLARS, to W. J.
Joyner.

and by consent of all parties, plaintiffs and defendants except Fletcher Archer
On consideration whereof, the Court, approving and confirming
the said Report, doth, adjudge, order and decree that the sale therein
reported, namely, the sale of the real estate in the Bill and proceedings
mentioned to W. J. Joyner for \$3500.00, be and the same is hereby
confirmed and declared to be firm and binding, the real estate sold as
above set out being described as follows:

All that certain piece, parcel or tract of land situate in Chuckatuck Magisteral District in Nansemond County, Virginia, near Lake Prince, bounded as follows: On the North by Exchange Creek, which is one branch of the Nansemond River; on the West by the property of the City of Norfolk; on the South by property of T. E. Weaver, N. T. Gray and the City of Norfolk, and on the East by the lands of C. H. Adams; said tract of land containing by estimation, One Hundred Thirty and two-one hundredths (130.02) acres, more or less, sale and conveyance in gross and not by the acre.

The above described tract of land was devised to said Ballie S. (Balsora) Wright by Solomon J. Saunders, deceased, by his Will dated December 11, 1908, and probated in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, on June 1, 1909, and recorded in said Clerk's Office in Will Book 6, page 628. The original tract of land, of which the above described tract is the remaining part, consisted of two hundred fifty (250) acres, of land which was conveyed to Solomon J. Saunders by Aaron Archer and Edith E. Archer by their Deed dated November 3, 1892, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 26, at page 129. Of said original tract of two hundred fifty (250) acres, owned by Solomon J. Saunders, he devised forty (40) acres, more or less, to Hurley K. Saunders, and that part of said original tract devised to said Ballie S. (Balsora) Wright contained two hundred ten (210) acres, more or less, various parts of said remaining 210 acres, having been sold and conveyed by said Ballie S. (Balsora) Wright by her various Deeds recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, since the probate of said Will of said Solomon J. Saunders, the various tracts conveyed by said Ballie S. (Balsora) Wright as shown by said Deeds aggregating approximately seventy-nine and ninety-eight one-hundredths (79.98) acres, leaving a remainder of one hundred thirty and two-one hundredths (130.02) acres, as above stated in the name of Balsora Wright. The above described tract of land is subject to certain rights of ways and easements as set out in certain Deeds from said Ballie S. (Balsora) Wright, duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia.

And it further appearing to the Court that the said purchaser desires to pay the purchase price in cash according to the terms of the sale, the Court doth adjudge, order and decree that the said S; E. Everett and Hugh L. Holland, Special Commissioners, as aforesaid, be, and they are hereby authorized and directed, upon the receipt of said purchase money for the said real estate, to execute and deliver to the purchaser a Deed for same, with SPECIAL WARRANTY, and out of the proceeds of said sale said Special Commissioners are directed to pay first all cost and expense of this suit and said sale, and all debts due by the estate of Ballie S. (Balsora) Wright, deceased, as allowed and set out in the

Report of William M. Birdsong, Commissioner in Chancery, said Report being filed in this suit on November 29, 1930.

And said Special Commissioners are directed to make report of all their proceedings hereunder to this Court, and this cause is continued.

Edith Archer McWilliams and
Jeanette Archer Gooding.....
.....Complainants

V. DECREE

Ethel Naomi Sykes et als.....
.....Defendants

We ask for this
decree
Hug & Holland
attys for complainants
and all defendants
except Ethel Naomi
Sykes & Fletcher
aggrs.

McWilliams atty
for Ethel Naomi
Sep 100 —

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

Enter Dec. 18. 1930.

Jas. L. McMore

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams, and Jeanette
Archer Gooding.....Complainants

V. REPORT OF S. E. EVERETT AND HUGH L. HOLLAND,
SPECIAL COMMISSIONERS.

Ethel Naomi Sykes; Hugh L. Holland, Administrator
of Ballie S. (Balsora) Wright; Farmers Bank of
Nansemond, a Corporation organized and existing
under the laws of the State of Virginia; and the
American Bank & Trust Company, a Corporation or-
ganized and existing under the laws of the State
of Virginia; Fletcher Archer and any unknown heirs
of Ballie S. (Balsora) Wright, deceased.....Defendants

To the Honorable Circuit Court of Nansemond County,
Virginia:

The undersigned, S. E. Everett and Hugh L. Holland, Special
Commissioners in the above styled suit, respectfully report to
Court:

That they were appointed as such Special Commissioners in the
above styled suit by a certain Decree entered herein on November 29,
1930, that they forthwith proceeded to execute said Decree by giving
the Bond required by said Decree. Pursuant to the terms of said
Decree, your Special Commissioners then promptly proceeded to
advertise the property described in the Bill of Complaint and also in
the Report of William M. Birdsong, Commissioner in Chancery. Your
Special Commissioners advertised said property at Public Auction for
Saturday, December 13, 1930, by printed hand-bills, which were mailed
to a large number of persons and widely distributed and also posted
in more than ten (10) public places in the vicinity of said property
and posted in other conspicuous places throughout the County of
Nansemond and expecially in the vicinity of the real estate to be sold.
Your Special Commissioners also advertised said sale under the
Suffolk News of the Virginian Pilot for three times.

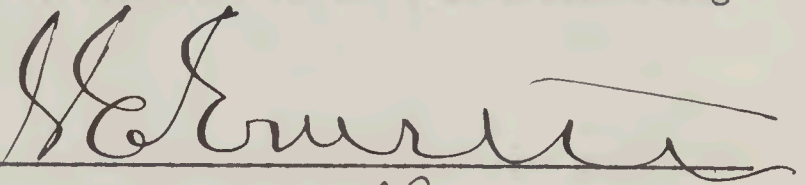
Said sale was held as advertised at twelve o'clock M. in front of

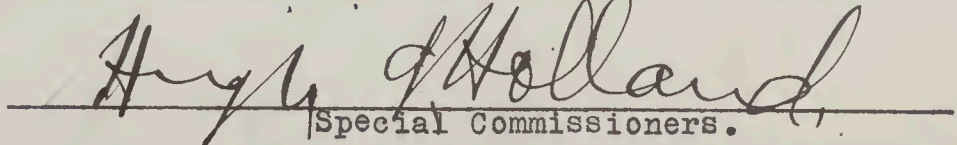
the American Bank & Trust Company, Suffolk, Virginia, on Saturday, December 13, 1930, at which sale W. J. Joyner became the purchaser of said real estate for THIRTY-FIVE HUNDRED (\$3500.00) DOLLARS, subject to confirmation by this Court. Your Commissioners also report that said purchaser states that he is ready and willing to pay the entire purchase price cash and receive a Deed for said property, according to the terms of sale, upon confirmation of same by the Court.

Your Commissioners further report that this real estate was appraised at \$5000.00 by the Report of the Commissioner in Chancery in this suit and your Commissioners fully expected to receive a bid for at least that amount, and were very much disappointed to find that the highest bid was \$3500.00. Since said Public Auction sale your Commissioners have interviewed a large number of people, including all persons that they thought they could interest in making a higher offer for this property, but have been unable to receive any higher private offer or up-set bid for same. The heirs at law of Ballie S. (Balsora) Wright are all adults but have no money with which to pay off the debts due by this estate and have been unable to borrow a sufficient amount to pay off the debts due by this estate. On the other hand the creditors of this estate have been unpaid now for approximately one year and feel that they are entitled to receive payment of their respective debts. Your Commissioners feel that the creditors are entitled to payment of their debts regardless of whether the property sells for such amount as the heirs consider would be a fair price for same. Your Commissioners have also made every effort to secure a loan for the heirs to enable them to pay off the indebtedness and hold this property, but have been unable to secure such loan for them. Owing to generally depressed conditions and to the extremely low prices for which agriculture products are now being sold it is almost impossible

to determine what is a fair market value for this or any other real estate.

For the reasons above given your Special Commissioners are compelled to recommend the confirmation of the above mentioned sale and respectfully request that they be authorized to execute and deliver to the said purchaser a Deed, with SPECIAL WARRANTY, conveying the land above mentioned, which said land is described in the Bill of Complaint and in the Report of William M. Birdsong, Commissioner in Chancery in this suit, and will be described in the Decree confirming this sale, if entered.





Special Commissioners.

Auction Sale

OF

Valuable Real Estate

By virtue of authority vested in us by a Decree of the Circuit Court of the County of Nansemond, Virginia, entered on the 29th day of November, 1930, in the Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, pending in said Court, we shall offer for sale at Public Auction to the highest bidder for cash, on

Saturday, Dec. 13th, 1930

AT TWELVE O'CLOCK M.

in front of the American Bank & Trust Company, Suffolk Virginia, the following real estate, to-wit:

All that certain piece, parcel or tract of land situate in Chuckatuck Magistral District in Nansemond County, Virginia, near Lake Prince, bounded as follows: On the North by Exchange Creek, which is one branch of the Nansemond River; on the West by the property of the City of Norfolk; on the South by property of T. E. Weaver, N. T. Gray and the City of Norfolk, and on the East by the lands of C. H. Adams; said tract of land containing by estimation, One Hundred Thirty and two-one hundredths (130.02) acres, more or less, sale and conveyance in gross and not by the acre.

The above described tract of land was devised to said Ballie S. (Balsora) Wright by Solomon J. Saunders, deceased, by his Will dated December 11, 1908, and probated in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, on June 1, 1909, and recorded in said Clerk's Office in Will Book 6, page 628. The original tract of land, of which the above described tract is the remaining part, consisted of two hundred fifty (250) acres, of land which was conveyed to Solomon J. Saunders by Aaron Archer and Edith E. Archer by their deed dated November 3, 1892 and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 26, at page 129. Of said original tract of two hundred fifty (250) acres owned by Solomon J. Saunders, he divided forty (40) acres, more or less, to Hurley K. Saunders, and that part of said original tract devised to said Ballie S. (Balsora) Wright contained two hundred ten (210) acres, more or less, various parts of said remaining 210 acres, having been sold and conveyed by said Ballie S. (Balsora) Wright by her various Deeds recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, since the probate of said Will of said Solomon J. Saunders, the various tracts conveyed by said Ballie S. (Balsora) Wright as shown by said Deeds aggregating approximately seventy-nine and ninety-eight one-hundredths (79.98) acres, leaving a remainder of one hundred thirty and two-one hundredths (130.02) acres, as above stated in the name of Balsora Wright. The above described tract of land is subject to certain rights of ways and easements as set out in certain deeds from said Ballie S. (Balsora) Wright, duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia.

Terms of Sale: CASH.

**HUGH L. HOLLAND,
S. E. EVERETT,
Special Commissioners**

Suffolk, Virginia
December 1, 1930

I, John H. Powell, Clerk of the Circuit Court of Nansemond County, Virginia, do certify that the bond required of Hugh L. Holland and S. E. Everett, as Special Commissioners under the Decree of said Court made on the 29th of November, 1930, in the Chancery cause pending in said Court between Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, Defendants, has been executed with security deemed sufficient by me.

Given under my hand this 1st day of December, 1930.

JOHN H. POWELL, Clerk.

Edith Archer McWilliams et al.....
.....Complainants

V. REPORT OF S. E. EVERETT AND
HUGH L. HOLLAND, SPECIAL
COMMISSIONERS.

Ethel Naomi Sykes et als.....
.....Defendants

1930 Dec. 18. filed J.L.M.

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams et al.....Complainants

V.

DECREE

Ethel Naomi Sykes et als.....Defendants

This cause came on this day to be heard upon the Complainants' Bill, Answers of Ethel Naomi Sykes, Hugh L. Holland, Administrator of Ballie S. (Balsora) Wright, Farmers Bank of Nansemond, a Corporation, and the American Bank & Trust Company, a Corporation, all of which said Defendants just mentioned having accepted service of process, and it appearing to the Court that Fletcher Archer and any unknown heirs of Ballie S. (Balsora) Wright, deceased, have been proceeded against by Order of Publication as required by law and said last named Defendants have failed to answer, plead or demur, and was argued by Counsel.

On consideration whereof, ^{and by consent of all parties} the Court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this Court who is directed to enquire and report to the Court as follows:

1. All the real estate belonging to the late Ballie S. (Balsora) Wright, at the time of her death.

2. Who are the rightful heirs and distributees of the late Ballie S. (Balsora) Wright, and the respective shares of said heirs and their interest in the real estate belonging to the late Ballie S. (Balsora) Wright, where situated and what is its fee simple and Annual value; whether all such heirs and distributees or any other persons who may be in any way interested in this suit, are properly before the Court in this cause; the relationship of Fletcher Archer to Ballie S. (Balsora) Wright, whether said Fletcher Archer is living

or dead, and, if dead, when he died or is presumed to have died; and whether there are any unknown heirs of said Ballie S. (Balsora) Wright.

3. Whether the entire subject may be allotted to any party who will accept it and pay therefor to the other parties such sums of money as their interests therein may entitle them to; whether there may be an allotment of part and sale of the residue of the entire subject; or whether the interest of those who are entitled to the subject, or its proceeds, will be promoted by a sale of the entire subject; or whether partition can be conveniently made in kind.

4. An Account of Hugh L. Holland, Administrator of Ballie S. (Balsora) Wright.

5. An Account of all debts and liabilities of the said Ballie S. (Balsora) Wright, including their priorities, if any.

6. What are the liens on the real estate belonging to the said Ballie S. (Balsora) Wright, if any, and what are the taxes due by her estate.

7. Any other matters specially stated, deemed pertinent by the Commissioner, or which may be required by any persons interested to be so stated.

Edith Archer McWilliams et al.....
.....Complainants

V. DECREE

Ethel Naomi Sykes et als.....
.....Defendants

We consent to this decree-
Edith Archer McWilliams
Jennette Archer Gooding
Hugh C. Holland & Son
Ballie & (Balsora) Wright
American Bank & Trust Co
Farmers Bank of Virginia
by Holland & Lovelace
their counsel
H. C. McWilliams
for Ethel Naomi
Sykes

Oct. 30, 1930.

James L. McWilliams
HOLLAND & LOVELACE

ATTORNEYS AT LAW

SUFFOLK, VIRGINIA

Chancery Order Book
No. 6 Page 360

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams, and Jeanette
Archer Gooding.....Complainants

V.

DECREE

Ethel Naomi Sykes; Hugh L. Holland, Administrator
of Ballie S. (Balsora) Wright; Farmers Bank of
Nansemond, a Corporation organized and existing
under the laws of the State of Virginia; and the
American Bank & Trust Company, a Corporation or-
ganized and existing under the laws of the State
of Virginia; Fletcher Archer and any unknown
heirs of Ballie S. (Balsora) Wright, deceased.....Defendants

This cause came on this day to be again heard upon the
papers formerly read and upon the Report of William M. Birdsong,
Commissioner in Chancery, together with the depositions of
witnesses therewith, this day filed by leave of Court, to which
no exceptions have been taken, and was argued by Counsel.

On consideration whereof, the Court doth approve and confirm
said Report of William M. Birdsong, Commissioner in Chancery,
this day filed as aforesaid.

It appearing to the Court that the real estate described in
the Bill of Complaint cannot be conveniently divided in kind, and
that no party will accept the entire subject and pay therefor to
the other parties such sums of money as their interests therein may
entitle them to, and that the interests of the parties who are
entitled to the property will be promoted by a sale of the entire
property, the Court doth adjudge, order and decree that S. E.
Everett and Hugh L. Holland, who are hereby appointed Special
Commissioners for the purpose, shall, after advertising the real
estate described in the Bill of Complaint for, ^{at least ten} ~~thirteen~~ days by
posting hand-bills in ten or more public places in the vicinity of
said property, offer said real estate for sale at Public Auction
upon the following terms, for cash, and provided that the purchaser

shall deposit with the Special Commissioners hereunder ten per cent of the amount of his bid for said property at the place of sale, but said Special Commissioners shall have no power to execute this Decree until they have entered into a Bond with sufficient surety in the Clerk's Office of this Court, payable to the Commonwealth of Virginia, in the penalty of \$ 7000-, conditioned for the faithful discharge of their duties hereunder or under any further Decree that may be entered herein.

Edith Archer McWilliams et al.....
.....Complainants

V. DECREE

Ethel Naomi Sykes et als.....
.....Defendants

We hereby consent to this Decree.

Edith Archer McWilliams, Jeanette
Archer Gooding, Hugh L. Holland,
Administrator of Ballie S.
(Balsora) Wright, Farmers Bank of
Nansemond, a Corporation, American
Bank & Trust Company, a Corporation

BY Holland & Lovelace
Their Attorneys

Ethel Naomi Sykes

BY Holmes
Her Attorney

Enter this 29. day of November,
1930.

J. S. McShore
Judge

Chancery Order Book
No. 6 Page 364
HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Edith Archer McWilliams et al.....Complainants

v. REPORT OF COMMISSIONER IN CHANCERY

Ethel Naomi Sykes et als.....Defendants.

TO THE HONORABLE JAMES L. McLEMORE, JUDGE:

In pursuance of a decree entered in the above-styled cause on the 31th day of October, 1930, the undersigned gave notice to the parties that he would, on the 14th day of November, 1930, at Ten O'Clock A. M., at the office of Holland and Lovelace in the American Bank & Trust Company Building, Suffolk, Virginia, proceed to execute said decree, the said notice, with service of same, acknowledged by counsel for the complainants and defendants, along with the depositions is herewith returned.

Your undersigned Commissioner, at the time and place so appointed, attended and took the depositions of Edith Archer McWilliams and others, to be read as evidence in this cause, and in consideration of the same, together with the pleadings in this cause, the undersigned respectfully reports:

(1) That Ballie S. (Balsora) Wright died seized and possessed of a certain parcel or tract of land containing One Hundred Thirty and two-hundredths (130.02) acres described as follows:

All that certain piece, parcel or tract of land situate in Chuckatuck Magisterial District in Nansemond County, Virginia, near Lake Prince, bounded as follows: On the North by Exchange Creek, which is one branch of the Nansemond River; on the West by the property of the City of Norfolk; on the

South by property of T. E. Weaver, N. T. Gray and the City of Norfolk, and on the East by the lands of C. H. Adams; said tract of land containing by estimation One Hundred Thirty and two one-hundredths (130.02) acres, more or less, sale and conveyance in gross and not by the acre.

The above described tract of land was devised to said Ballie S. (Balsora) Wright by Solomon J. Saunders, deceased, by his Will dated December 11, 1908, and probated in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, on June 1, 1909, and recorded in said Clerk's Office in Will Book 6, page 628. The original tract of land, of which the above described tract is the remaining part, consisted of two hundred fifty (250) acres, of land which was conveyed to Solomon J. Saunders by Aaron Archer and Edith E. Archer by their deed dated November 3, 1892, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 26, at page 129. Of said original tract of two hundred fifty (250) acres owned by Solomon J. Saunders, he devised forty (40) acres, more or less, to Hurley K. Saunders, and that part of said original tract devised to said Ballie S. (Balsora) Wright contained two hundred ten (210) acres, more or less, various parts of said remaining 210 acres having been sold and conveyed by said Ballie S. (Balsora) Wright by her various deeds recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, since the probate of said Will of said Solomon J. Saunders, the various tracts conveyed by said Ballie S. (Balsora) Wright as shown by said deeds aggregating approximately seventy-nine and ninety-eight one-hundredths (79.98) acres, leaving a remainder of one hundred thirty and two one-hundredths (130.02) acres, as above stated in the name of Balsora Wright. The above described tract of land is subject to certain rights of ways and easements as set out in certain deeds from said Ballie S. (Balsora) Wright, duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia.

(2) That the rightful heirs and distributees of the late Ballie S. (Balsora) Wright to the respective shares and interest in the real estate are as follows: Edith Archer McWilliams, Omohundra Avenue, Norfolk, Virginia, one-third (1/3) fee simple interest; Jeannette Archer Gooding, Omohundra Avenue, Norfolk, Virginia, one-third (1/3) fee simple interest; Ethel Naomi Sykes, *of Waverly, Virginia* one-third (1/3) fee simple interest.

That the fee simple value of the said property is Five Thousand (\$5,000.00) Dollars; that the annual value is between \$350.00 to \$400.00; that all heirs,, distributees and other parties who may be interested in this suit are before the Court; that Fletcher Archer was the nephew of Ballie S. (Balsora) Wright, that the said Fletcher Archer has two (2) children, viz: Edith Archer McWilliams and Jeannette Archer Gooding; that Fletcher Archer disappeared October 9th, 1916, from Norfolk, Virginia, and has not been heard from since that date. He left home on the morning of October 9th, 1916, and went to his work. He called up his wife over the telephone just before supper and asked whether supper was ready, and stated he would be home in a very short time. That is the last that anyone has ever heard of the said Fletcher Archer. The presumption of law is that the said Fletcher Archer is dead, see Virginia Code Sec. ~~6005~~ ⁵³⁶² 6239. Pursuant to the aforesaid statute, the said Fletcher Archer is presumed to be dead and is presumed to have died seven (7) years from the date of his last appearance, October 9th, 1916.

That the only other heir of Ballie S. (Balsora) Wright is a grand-niece, Ethel Naomi Sykes.

(3) That none of the parties will accept the said property and pay to the parties entitled thereto their respective shares, nor can the property be allotted in kind. The interest of those entitled to the proceeds will be best served by sale.

(4) The following is the account of Hugh L. Holland, Administrator of the estate of Ballie S. (Balsora) Wright, showing receipts and disbursements, as follows:

By received from sale of chattel property per
account of sales attached hereto, said
account of sales being hereto attached
marked "Exhibit B".....\$436.06

Amount Brought Forward

\$436.06

1929, Dec. 31,

By received from Mrs. Ivey S. Williams
the amount in her hands belonging to
the estate of Ballie S. Wright, this
amount being included in the inventory
and appraisement hereto attached.....106.65

1930, July 14,

By Martha L. Nelms, Agent, for judgment
against H. H. Williams and Mrs. H. H.
Williams in favor of Ballie S. Wright.....233.75

Total Receipts.....\$776.46

DISBURSEMENTS:

1930

Jan. 2,
To Paul J. Powell, Clerk, fee for qualification
as Administrator.....\$ 11.00
Jan. 3
To West & Withers, premium on Bond..... 10.00
Jan. 4
To Piland Printing Company for printing hand-bills....
for sale of chattel property..... 3.25
Jan. 11
To Virginian Pilot Publishing Co. for publishing
notice of qualification and for advertising sale
of chattel property..... 5.85
Jan 15,
To J. J. S. Branch, Auctioneer, for auctioneering
chattel property..... 10.00
Jan. 16
To C. P. Holland for services as Clerk at sale of
chattel property..... 2.50
Jan. 20
To Robert Porter for picking off 34 bags of peanuts
and 34 empty bags..... 13.26
Jan. 27
To C. L. Jernigan for services in appraising, taking
care of, moving and delivering chattel property.... 5.00
Jan. 27
To C. L. Jernigan for two stoves belonging to C. L.
Jernigan which were sold in the sale of Ballie S.
Wright chattel property..... 2.00
Feb. 1
To N. T. Gray, Court cost in suit of Hugh L. Holland,
Administrator of Ballie S. Wright against H. H.
Williams and Mrs. H. H. Williams..... 2.50

Brought Forward	\$ 65.36
May 10	
To Paul J. Powell, Clerk, for docketing judgment against H. H. Williams and Mrs. H. H. Williams and for abstracts on same.....	\$ 1.75
July 10	
To West & Withers, premium on fire insurance policy.....	31.35
Sept. 22	
To John H. Powell, Clerk, writ tax and deposit in Chancery Suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als (suit in which this account is filed).....	10.00
To Hugh L. Holland, 5% commissions as Administrator on above listed receipts, amounting to \$776.46.....	38.82
Total Disbursements.....	\$147.28

Summary:-

Receipts	\$776.46
Disbursements	<u>147.28</u>
Balance in hand	\$629.18

which account your Commissioner finds proper.

(5) That the account of the debts and liabilities of the late Ballie S. (Balsora) Wright, and their priorities, after paying costs, are as follows:

Debts Having Priority

J. P. Dalton, Treasurer of Nansemond County, Taxes for the year 1930.....	\$ 92.40 ✓
J. P. Dalton, Treasurer of Nansemond County, Hugh L. Holland, Administrator of Ballie S. Wright, personal property, taxes for 1930.....	6.81 ✓
M. P. Wright, Assignee of Dr. R. L. Eley, Medical Treatment.....	3.50
I. O. Hill & Company, Funeral Expenses.....	200.00 ✓

General Claims

I. O. Hill & Company, Funeral Expenses.....	\$109.00 ✓
Richard Saunders, R. F. D. Suffolk, Va.....	65.00
Suffolk Fertilizer Company, note with interest and 10% attorney's fee for cost of collection.....	190.00
E. L. Folk Company, Inc., note with interest and 10% attorney's fee for cost of collection..	175.00
C. L. Jernigan, open account.....	50.00
Robert Porter, open account.....	13.02
P. D. Pruden and J. L. Williams, crop lien note	91.70
P. D. Pruden and J. L. Williams, note with interest and 10% attorney's fee for cost of collection.....	64.19
Norfleet Barrel & Box Company, note with interest and 10% attorney's fee for cost of collection.....	58.57
American Bank & Trust Company, balance due on collateral note of Ballie S. Wright for \$358.88, subject to a credit of \$50.00, with interest thereon from December 20, 1929, until paid and 10% for cost of collection.....	308.88
Farmers Bank of Nansemond, note of Ballie S. Wright, dated December 11, 1929, due March 11, 1930, for \$900.00, subject to a credit of \$40.60, leaving a balance due of \$859.40, with interest thereon from March 11th, 1930, and with 10% for cost of collection.....	859.40
Farmers Bank of Nansemond, note of H. H. Williams endorsed by Ballie S. Wright, dated November 25, 1929, due February 23, 1930, with interest from February 23, 1930, and 10% for cost of collection.....	350.00

Respectfully submitted:

William M. Birdsong
Commissioner in Chancery for the
Circuit Court of Nansemond County.

Commissioner's fee:

\$ 50.00

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

Edith Archer McWilliams et al

v. REPORT OF
COMMISSIONER
IN CHANCERY

Ethel Naomi Sykes et als

November
1930. ~~Dec.~~ 29. filed
J.L.M.

WILLIAM M. BIRDSONG
ATTORNEY AT LAW
SUFFOLK, - VIRGINIA

Ballie's
night folder

MR.

Hugh L. Naccarelli

Admin of Ballie
S. W. Wright

TO PAUL J. POWELL, CLERK CIRCUIT COURT
OF NANSEMOND COUNTY
SUFFOLK, VA.

192

TAX, \$

500

TRANSFER, \$

100

FEE, \$

500

#1100

RECORDING

DEED FROM

TO

Qualification of the estate of Ballie S. Wright

Please Receipt and Return.

Paid

Jan 3

1980

Paul J. Powell

Clerk

By

M. H. Lockwood

D. C.

De

TERMS--CASH

SUFFOLK, VA.,

December 30, 1929

- 192

M

Hugh L. Holland, Admr. of Ballie S. Wright

Suffolk, Va.

TO WEST & WITHERS, DR

Fire, Life, Marine, Accident, Health, Workmen's Compensation

Steam Boiler Insurance and Surety Bonds

P. O. BOX 103

OFFICE No. 117 N. MAIN STREET

PHONE No. 10

[illegible]

R. T. PILAND

C. A. RAGSDALE

PILAND PRINTING COMPANY

PRINTERS - PUBLISHERS - BINDERS

Loose Leaf Work A Specialty

125-127 South Main Street

PHONE 428

SUFFOLK, VA., Jan. 1, 1930

SOLD TO

Hugh L. Hollands, Administrator

Estate of Ballie S. Wright

Dec. 30, --250 Hand Bills

\$3.25

Please Receipt and Return.

Snacks

Paid 1/6/30
Piland Printing Co
Piland

ADMINISTRATOR'S NOTICE

Having qualified as administrator of the estate of Mrs. Ballie S. Wright, deceased, all persons indebted to this estate are requested to make payment to the undersigned. All persons having claims against this estate are requested to present same to the undersigned.

HUGH L. HOLLAND,
Administrator of Mrs. Ballie S. Wright,
Deceased. ja1,3,8-3t

ADMINISTRATOR'S SALE

I shall sell at Public Auction on the premises of Mrs. Ballie S. Wright, deceased, near Lake Prince, Nansemond County, Virginia, at 2 o'clock P. M., Thursday, January 9, 1930, the following property:

Household and kitchen furniture, one (1) lot of peanuts, one (1) lot of corn and any and all other chattel property belonging to the estate of Mrs. Ballie S. Wright on said premises.

Terms of sale: CASH.

HUGH L. HOLLAND

Administrator of Mrs. Ballie S. Wright,
deceased

Suffolk, Va., December 30, 1929.

ja1,3,8-3t

Suffolk, Va.

Norfolk, Va.,

January 1st 1930

Hugh L. Holland, Administrator.

City

To Virginian and Pilot Publishing Company, Dr.

ADVERTISING 1/1/30-Mrs. Ballie S. Wright

2 in. Alter.

Mrs. Ballie S. Wright, Sale 3X-2in

1 95

3 90

5 85

Please remit to

Virginian & Pilot Publishing Co.

Received Payment, VIRGINIAN AND PILOT PUBLISHING CO.

Per

Please Receipt

All Available Text Successfully Captured

Received of Hugh L. Holland, administrator of Ballie S.
Wright payment of the sum of Ten (\$10.00) Dollars for auctioneer's
fees in auctioneering chattel property of the Estate of Ballie
S. Wright on January 9, 1930.

Dated this 15th day of January, 1930.

John J. Branch
over

Received of Hugh L. Holland, administrator of Ballie
S. Wright, payment of the sum of Two and 50/100 (\$2.50)
Dollars for my services as Clerk at the Public Auction sale
of the chattel property of the estate of Ballie S. Wright,
deceased, on January 9, 1930.

Dated this 16th day of January, 1930.

H. L. Holland

Received of Hugh L. Holland, Administrator of Ballie
S. Wright, deceased, payment of the sum of Thirteen and 26/100
(\$13.26) Dollars, as follows:

For picking off 34 bags of peanuts at 30¢ per bg.....	\$ 10.20
To 34 empty bags at 9¢ per bag.....	3.06
Total	<u>13.26</u>

Dated this 20th day of January 1930.

Robert L. Porter
His mark +

Witness—

L. L. Fernigan

Received of Hugh L. Holland, Administrator of Ballie
S. Wright payment of the sum of \$5.00 in full for my services
in assisting and appraising the chattel property of the
Estate of Ballie S. Wright, in taking care of same, moving
it to a separate place in the house and also for moving
part of it out doors for the sale and also in delivering same
to the purchasers, and for assisting at sale.

Dated this 27th day of January, 1930.

C. L. Jernigan

Received of Hugh L. Holland, Administrator of
Ballie S. Wright, deceased, payment of the sum of
Two (\$2.00) Dollars, for two stoves sold and collected
for in the sale of Ballie S. Wright property, and
belonging to C. L. Jernigan.

Dated this 27th day of January, 1930.

C. L. Jernigan

ch.
13 allis
L. W. Wright
for

MR. Hugh L. Halland, Atty.

TO PAUL J. POWELL, CLERK CIRCUIT COURT
OF NANSEMOND COUNTY
SUFFOLK, VA.

1930

May 8

TAX, \$

TRANSFER, \$

FEE, \$ 1.00

RECORDING

DEED FROM

TO

2 abstracts of Judgments to N. W. Williams

\$ 1.00

Please Receipt and Return.

Paid

May 13

1930

By

Paul J. Powell
M. K. Gardner

Clerk

D. C.

TERMS--CASH

-193

M Estate of Mrs. Balsora Wright, Dec'd

Bessie K Wright
 HERS, DR Folder

TO WEST & WITHERS, DR

Fire, Life, Marine, Accident, Health, Workmen's Compensation

Steam Boiler Insurance and Surety Bonds

P. O. BOX 103

OFFICE No. 117 N. MAIN STREET

PHONE No. 10

[illegible]

PAID BILLS

Edith Archer McWilliams et al.
.....Complainants
V. RECEIPTS OF HUGH L. HOLLAND,
ADMINISTRATOR OF BALLIE S.
WRIGHT

Ethel Naomi Sykes et als.....
.....Defendants

Filed Nov. 29, 1930
John W. Powell, Clerk
By, Olivera Whitehead, Sec.

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Arther McWilliams et al.....Complainants

V. REPORT AND ACCOUNT OF HUGH L. HOLLAND, Administrator
of Ballie S. Wright

Ethel Naomi Sykes et als.....Defendants

The undersigned, Hugh L. Holland, Administrator of Ballie S. Wright, respectfully represents to Court:

(1) That he qualified as Administrator of Ballie S. Wright on December 30, 1929.

(2) That on December 30, 1929, E. E. Wagner, N. T. Gray and C. L. Jernigan, after duly qualifying as appraisers, appraised the personal property of which Ballie S. Wright died, seized and possessed at \$872.50, as shown by inventory and appraisement hereto attached marked "Exhibit A" and made a part of this Report. There is included in this appraisement an item of \$300.00 which was the balance to the credit of Ballie S. Wright in the Farmers Bank of Nansemond at the time of the Administrator's qualification. However, this sum of \$300.00 was not paid to the Administrator but was credited by the Farmers Bank of Nansemond on the indebtedness due by Ballie S. Wright to said Farmers Bank of Nansemond. Consequently, the net value as shown by attached appraisement, exclusive of said item of \$300.00 in the Farmers Bank of Nansemond, is \$572.50.

(3) The following is an account of the said Hugh L. Holland, Administrator of Ballie S. Wright, deceased, showing receipts and disbursements, as follows:

By received from sale of chattel property per
account of sales attached hereto, said
account of sales being hereto attached
marked "Exhibit B"..... 436.06

Amt. Brought Forward	436.06
1929	
Dec. 31	
By received from Mrs. Ivey S. Williams, the amount in her hands belonging to the estate of Ballie S. Wright, this amount being included in the inventory and appraisement hereto attached.....	106.65
1930	
July 14	
By Martha L. Nelms, Agent, for judgment against H. H. Williams and Mrs. H. H. Williams in favor of Ballie S. Wright.....	233.75
Total Receipts	\$ 776.46

DISBURSEMENTS:

1930	
Jan. 2	
To Paul J. Powell, Clerk, fee for qualification as Administrator.....	11.00
Jan. 3	
To West & Withers, premium on Bond.....	10.00
Jan. 4	
To Piland Printing Company for printing hand-bills for sale of chattel property.....	3.25
Jan. 11	
To Virginian Pilot Publishing Co. for publishing notice of qualification and for advertising sale of chattel property.....	5.85
Jan. 15	
To J. J. S. Branch, Auctioneer, for auctioneering chattel property.....	10.00
Jan. 16	
To C. P. Holland for services as Clerk at sale of chattel property.....	2.50
Jan. 20	
To Robert Porter for picking off 34 bags of peanuts and 34 empty bags.....	13.26
Jan. 27	
To C. L. Jernigan for services in appraising, taking care of, moving and delivering chattel property.....	5.00
Jan. 27	
To C. L. Jernigan for two stoves belonging to C. L. Jernigan which were sold in the sale of Ballie S. Wright chattel property.....	2.00
Feb. 1	
To N. T. Gray, Court cost in suit of Hugh L. Holland, Administrator of Ballie S. Wright against H. H. Williams and Mrs. H. H. Williams.....	2.50
May 10	
To Paul J. Powell, Clerk, for docketing judgment against H. H. Williams and Mrs. H. H. Williams and for abstracts on same.....	1.75
July 10	
To West & Withers premium on fire insurance policy.....	31.35
Sept. 22	
To John H. Powell, Clerk writ tax and deposit in Chancery	

Brought Forward	98.46
suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als (suit in which this account is filed).....	10.00
To Hugh L. Holland, 5% commissions as Administrator on above listed receipts amounting to \$776.46.....	38.82
Total Disbursements	\$ 147.28

Summary:-

Receipts	\$776.46
Disbursements	147.28
Balance in hand	<u>\$629.18</u>

(4) The following are the unpaid bills presented to Hugh L. Holland, Administrator of Ballie S. Wright, deceased, these bills, claims and notes constituting the balance of the indebtedness of the estate of Ballie S. Wright, deceased, so far as your Administrator knows exclusive of the cost and expense of this suit, as follows:-

1. J. P. Dalton, Treas. 1930 taxes on
144- $\frac{1}{4}$ acres of land..... 92.40
2. Hugh L. Holland, Administrator of Ballie S. Wright
personal property, taxes for 1930..... 6.81
3. I. O. Hill & Co. funeral expenses of Ballie S.
Wright, with interest..... 309.00
4. Richie Saunders, balance due on mule..... 65.00
5. Suffolk Fertilizer Co., note with interest and
with 10% for cost of collection..... 190.00
6. M. P. Wright, Assignee of Dr. L. L. Eley, medical
treatment..... 3.50
7. E. L. Folk & Company, Inc., note with interest and
10% for cost of collection..... 175.00
8. C. L. Jernigan, open account for services rendered
with interest..... 50.00
9. Robert Porter, open account for balance due for
picking peanuts and empty peanuts bags, with int..... 13.02
10. P. D. Pruden and J. L. Williams, balance due under
crop lien for supplies furnished to crop of Ballie S.
Wright in 1929, with interest, \$91.70, and note made
by M. C. Wright and endorsed by Ballie S. Wright,
\$64.19..... 155.89

Carried Forward

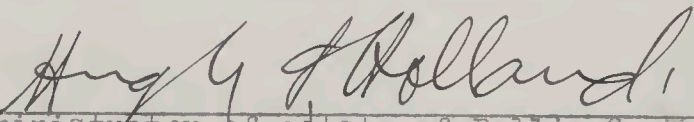
1060.62

Brought Forward

1060.62

11. Norfleet Barrel and Box Company, note of M. C. Wright endorsed by Ballie S. Wright, with interest and with 10% for cost of collection..... 58.57
 12. American Bank & Trust Company, balance due on collateral note of Ballie S. Wright for \$358.88, subject to a credit of \$50.00, with interest thereon from December 20, 1929, until paid and 10% for cost of collection..... 308.88
 13. Farmers Bank of Nansemond, note of Ballie S. Wright dated December 11, 1929, due March 11, 1930, for \$900.00 subject to a credit of \$40.60, leaving a balance due of \$859.40, with interest thereon from March 11, 1930, and with 10% for cost of collection... 859.40
 14. Farmers Bank of Nansemond, note of H. H. Williams endorsed by Ballie S. Wright, dated November 25, 1929, due February 23, 1930, with interest from February 23, 1930, and 10% for cost of collection..... 350.00
-
- Total unpaid debts of the estate of Ballie S. Wright, deceased..... \$2637.47

Respectfully submitted this 17th day of November, 1930.



Administrator of estate of Ballie S. Wright,
deceased.

Exhibit A

Virginia: In the Office of the Clerk of the Circuit Court
of Norfolk County, the 30th day of Dec 1929

IT IS ORDERED, That

E. L. Jernigan N. J. Gray
E. E. Wagner R. D. Wright J. E. Weaver

....., or any three of them, being first duly sworn for
the purpose, do truly and justly appraise in current money the personal estate of
Baile S. Wright....., deceased, and also any real estate which the personal representative
is authorized by the will to sell, or of which he is authorized to receive the rents and profits, and return their
appraisement under their hands as the law directs.

A Copy—Teste:

Paul J. Powell

Clerk.

STATE OF VIRGINIA, County of Norfolk, to-wit:

This day before me,

Paul J. Powell

Clerk of Circuit Court for
a Notary Public for the

County aforesaid, in the State of Virginia, personally appeared

E. E. Wagner N. J. Gray
E. L. Jernigan and

three of the appraisers named in the foregoing order, and made oath that they would truly and justly appraise
such personal estate of Baile S. Wright....., deceased, as might be pro-
duced to them, and also any real estate which the personal representative is authorized by the will to sell, or of
which he is authorized to receive the rents and profits, and return their appraisement under their hands as the
law directs.

Given under my hand this 30th day of Dec, 1929.

My commission expires.....

Paul J. Powell clerk
Notary Public.

Make out and return this FORTHWITH in DUPLICATE to the Commissioner of Accounts.

Inventory and Appraisement

OF THE ESTATE OF

, DECEASED

CERTIFICATE OF EXECUTOR OR ADMINISTRATOR

THIS IS TO CERTIFY, That the following Inventory embraces all of the estate, real and personal, that has come to my knowledge or possession, or which is subject to my authority, in my fiduciary capacity as _____ of the estate of _____, deceased, and aggregates \$ _____
(To be signed by Fiduciary):

Certificate of Appraisers

WE, THE UNDERSIGNED, *E. E. Wagner, H. J. Gray*
and *L. J. Gernigan*
three of the appraisers appointed by the *Circuit* Court of the *County* of *Harrison*
by order entered on the *30th* day of *Dec*, 19*19*, to appraise the estate
of *Bessie S. Wright*, deceased, having been first duly sworn, have
appraised such estate as was produced to us, and herewith return our appraisement thereof, aggregating
\$ _____, as follows:

Appraisers:

E. E. Wagner
H. J. Gray
L. J. Gernigan

INVENTORY OF ESTATE	VALUE
1 buggy	2 50
1 lot corn	40 00
34 bags of peanuts	100 00
1 corn sheller	5 00
1 lot corn	1 50
1 set scales	1 50
1 cook stove	7 50
1 lot dishes & cooking utensils	5 00
1 oil stove	5 00
2 tables(kitchen)	2 00
1 safe	50
1 ice box	2 00

Carried Forward

\$ 172.50

INVENTORY (Continued)

Brought Forward	172 50
1 safe	1 00
1 clock	1 00
1 lot china & glassware	5 00
1 table (dining) & 6 chairs	12 00
1 high chair	1 00
3 pictures	1 00
1 sideboard & contents	30 00
1 bureau	10 00
1 washstand	10 00
1 clock	2 00
1 sofa & pillows	5 00
1 hall rack	4 00
1 lamp	1 00
1 center table	1 00
2 chairs	1 00
11 chairs	20 00
1 heater	5 00
1 vase	1 00
1 lamp	1 00
1 center table	2 50
1 center table	2 50
4 pairs curtains & shades	4 00
2 chairs	2 00
1 heater	2 50
1 bed & contents	20 00
2 vases	50
1 rack	50
3 shades & druggets	2 50
2 trunks & contents	10 00
1 wardrobe & contents	10 00
1 lot screens	2 00
1 bureau & contents	25 00

Carried Forward

368.50

Brought Forward.....	\$ 368.50
1 bed & contents.....	25.00
4 shades.....	.50
1 small table.....	.50
1 wash bowl & pitcher.....	1.00
1 lot matting upstairs.....	5.00
1 bed & contents.....	15.00
1 trunk & contents.....	5.00
1 carpet.....	10.00
1 lot matting.....	5.00
1 lot dnugets downstairs.....	10.00
1 lot bed-clothes.....	5.00
Mrs. H. H. Williams, cash;;;.....	107.00
Farmers Bank of Nansemond.....	300.00
1 lot peanut vines.....	10.00
1 hill potatoes.....	5.00
Total	\$ 872.50

COMMISSIONER'S CERTIFICATE

Inspected, found to be in proper form, and approved this.....day of....., 19.....

.....
Commissioner of Accounts.

VIRGINIA:

In the Clerk's Office of the.....Court of the.....of.....
on the.....day of....., 19.....

The foregoing Inventory and Appraisement of the estate of.....
deceased, was this day received and admitted to record.

....., *Clerk.*

By....., *D. C.*

INVENTORY AND APPRAISEMENT
OF THE ESTATE OF

DECEASED

Received by the Commissioner
of Accounts

....., 19.....

Delivered to the Clerk

....., 19.....

Recorded:

Book.....page.....

Exhibit B

ACCOUNT OF SALE ESTATE OF MRS. BALLIE S. WRIGHT, JANUARY 9, 1930.

Pd. 1 carpet	J. C. Taylor	3.00
Pd. 5 rugs ✓	W. E. Davenport	2.75
Pd. 1 heater	C. L. Jernigan	1.50
Pd. 1 center table	M. H. Williams	3.00
Pd. 1 lamp ✓	T. E. Weaver	.25
Pd. 1 table ✓	W. H. Matthews	3.25
Pd. 1 picture ✓	E. P. Bradshaw	.50
Pd. 1 picture	C. L. Jernigan	.50
Pd. 4 window curtains	C. L. Jernigan	3.00
Pd. 1 lot of frames ✓	Mrs. J. W. Simmons	2.90
Pd. Vases ✓	Mrs. W. C. Matthews	.75
Pd. 1 old bed etc.	Hobdy Saunders	9.00
Pd. 1 old ~~beam~~ <i>bureau</i>	Melvin Joyner	3.75
1 stove		
Pd. 1 lamp etc.	C. L. Jernigan	.50
Pd. 1 matting	C. L. Jernigan	.25
Pd. 1 table <u>cover</u> & pitcher ✓	J. S. Williford	.75
4 shades		
Pd. 1 talking machine	J. B. Williams	.75
Pd. 1 picture frame ✓	J. W. Simmons	.55
Pd. 2 shades and rods ✓	R. Eley	.25
Pd. matting in hall	C. L. Jernigan	.25
Pd. 1 wardrobe and contents	C. L. Jernigan	7.00
Pd. matting and rugs	C. L. Jernigan	.75
Pd. 1 heater (upstairs) ✓	W. T. Barnes	1.25
Pd. 5 shades and rods	C. L. Jernigan	.50
Pd. 1 towel rack ✓	J. S. Milliford	.15
Pd. 1 hat rack & contents ✓	T. E. Weaver	5.25
Pd. lamp in hall	H. B. Johnson	.50
Pd. rugs etc. in hall	C. L. Jernigan	.25
Pd. 1 sideboard ✓	Mrs. W. E. Davenport	13.00
Pd. 1 wash stand	Wesley Nelms	3.00
Pd. 1 center table	Wesley Nelms	1.25
Pd. rugs and mattings	Wesley Nelms	.50
Pd. ~~Beam Bureau~~	Wesley Nelms	8.50
Pd. 1 lot of can fruit ✓	E. P. Bradshaw	1.60
Pd. 4 B. Scarfs ✓	Tom Barnes	.30
Pd. 1 pitcher	C. P. Holland	.75
Pd. 1 lot ~~linen~~ linen ✓	Mrs. Lassiter	4.50
Pd. Contents of table ✓	Mrs. Harrell	1.15
Pd. 2 pitchers and bowl ✓	W. A. Lassiter	3.50
Pd. 1 quilt	Ruby Saunders	2.75
Pd. 1 quilt ✓	Will Lassiter	2.75
Pd. 1 quilt ✓	Andrew Oliver	3.00
Pd. 1 quilt ✓	Andrew Oliver	1.00
Pd. 1 bed blanket	C. L. Jernigan	1.00
Pd. 2 blankets ✓	Andrew Oliver	2.75
Pd. 1 quilt ✓	Mrs. Lassiter	3.75
Pd. 1 quilt	C. L. Jernigan	2.25
Pd. 2 blankets ✓	Andrew Oliver	2.00
Pd. ~~1 quilt~~ 4 pillows ✓	Andrew Oliver	1.50
Pd. 5 counterpanes	E. E. Wagner	4.00
Pd. 9 sheets ✓	Mrs. W. A. Lassiter	7.75
Pd. 6 table cloths ✓	Ivy S. Williams	3.25
1 lot towels	E. E. Wagner	3.00
Pd. 1 lot napkins etc. ✓	T. G. Dale	.75
Pd. 1	C. L. Jernigan	.15
Pd. 1 table	Wesley Nelms	1.00
Pd. 1 dining table	C. H. Adams	7.25
1 buggy blanket.		
Pd. 1 set of knives and forks	R. M. Ashburn	12.50
Pd. 6 spoons	L. W. Saunders	3.25
Pd. Tea Spoons	R. M. Ashburn	6.00

pd. Knives & forks	Wesley Nelms	.75
pd 1 cracker jar	Ruby Saunders	1.10
pd -set of china	J. S. Williams	18.00
pd 1 sugar dish	Mrs. C. P. Darden	.20
pd 3 dishes	W. A. Lassiter	2.75
pd 1 clock ✓	John Sykes	.50
pd 9 saucers ✓	T. E. Weaver	.65
pd 5 plates ✓	Mrs. Williams	1.25
pd 9 plates	C. E. Jernigan	.35
pd Bowls ✓	Willie Powell	.85
pd. Glass	R. L. Northey	1.75
pd. Bowls ✓	Mrs. Willie Powell	.70
pd. Sausage grinder ✓	C. H. Adams	1.00
pd 1 cake plate ✓	Mrs. Williams	.65
pd. contents on table	Hale Brown <i>not on receipt</i>	2.25
pd. tin pans	C. H. Adams	.80
pd. bowl & Pitcher	C. H. Adams	.80
pd 2 bowls & pitcher	W. T. Barnes	1.00
pd 1 lot of tin ware ✓	E. P. Bradshaw	.75
pd 3 curtains	C. L. Jernigan	1.00
pd. can fruit ✓	C. H. Adams	2.10
pd. refrigerator	C. L. Jernigan	1.00
pd 1 safe	E. L. Beale	.75
pd 7 cane chairs	Brooks Pruden	10.00
pd rocking chairs ✓	E. P. Bradshaw	4.30
pd rocking chair ✓	W. H. Bradshaw	5.10
pd rocking wicker chair ✓	W. T. Barnes	1.00
pd rocking chair	Mrs. Pierce	.50
pd rocking chair	Mrs. H. H. Williams	4.05
pd rocking wicker chair	C. L. Jernigan	4.10
pd 1 rocking chair	Jim Gardner	.35
pd 1 rocking chair	Charlie Powell	.40
pd 1 high chair ✓	Isam Thomas	.25
pd 6 straight chairs	John Matthews	10.05
pd matting	C. L. Jernigan	.25
pd 1 sofa ✓	R. G. Eley	3.25
pd 1 bed & springs ✓	C. H. Adams	11.00
pd 1 bed & springs No. 2 ✓	Mrs. G. W. Gale	7.00
pd 2 vases	Mrs. T. L. Dale	1.00
pd 1 clock	Mrs. Ally Powell	2.00
pd 1 drawer of linen	Willie Powell	1.75
pd 2 covers ✓	Ruby Saunders	.50
pd. cigar holder	Mrs. C. P. Darden	.10
pd 1 swing ✓	W. G. Saunders <i>not on receipt</i>	1.00
pd 1 stove ✓	G. V. Barnes	1.50
pd 1 stove ✓	Ele Clemenns	.50
pd. corn sheller	V. H. Gale (pd. Hugh)	5.00
pd 1 safe ✓	R. Saunders	.25
pd. scales	C. L. Jernigan	.50
pd 1 cook stove etc. ✓	C. H. Adams	4.25
pd 1 oil stove	Melyin Joyner	4.50
pd 1 table & contents ✓	W. T. Barnes	.25
pd 1 table & contents	C. L. Jernigan	.25
pd 1 tool chest ✓	G. V. Barnes	1.00
pd 1 safe	Melvin Joyner	.85
pd 4 bags peanuts, 3¢ per lb.	Nat Gray	
pd 30 bags peanuts, 3¢ per lb.	Nat Gray	103.95
pd 1 lot of potatoes ✓	Moses Palmer	2.00
pd 1 lot of corn \$3.65 per bbl.	Jasper Oliver	26.28
pd 1 corn planter	C. L. Jernigan	3.25
pd 1 buggy	W. E. Davenport	2.00
pd 1 rocking wicker chair	O. C. Bradshaw	5.00
pd 1 rocking wicker chair ✓	W. T. Barnes	1.00

Private property of C. E. Jernigan

pd. 1 trunk ✓	W. T. Barnes	.50
pd. 1 trunk	Mrs. Phillipps	.50
pd. 1 trunk	Mrs. Phillips	.25
pd. 1/3 of 5 stacks of vines	Jasper Oliver	8.00
pd. 1/3 of 3 stacks of vines	Jasper Oliver	2.75
Total		\$ 443.58

Less amount not collected

	\$ 7.52
Total	\$ 436.06

Edith Archer McWilliams et al.....
.....Complainants

V. REPORT AND ACCOUNT OF HUGH
L. HOLLAND, Administrator
of Ballie S. Wright

Ethel Naomi Sykes et als.....
.....Defendants

Filed Nov. 29, 1930
John H. Powell, Clerk
By Olivera Mitchell, Sr.

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

THE SUFFOLK NEWS-HERALD

PUBLISHED BY
THE SUFFOLK NEWS COMPANY, INCORPORATED

SUFFOLK, VA.

H. STUART LEWIS, PRESIDENT
H. P. GUERRANT, GENERAL MANAGER
C. J. RIDDICK, JR., BUSINESS MANAGER
W. C. JOHNSTON, EDITOR
J. L. BANGLEY, JR., ADVERTISING MANAGER

October 22, 1930

VIRGINIA: IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams and Jeanette
Archer Gooding, Complainants, vs.
ORDER

Ethel Naomi Sykes; Hugh L. Holland,
Administrator of Ballie S. (Balsora)
Wright; Farmers Bank of Nanse-
mond, a corporation organized and
existing under the laws of the State
of Virginia; the American Bank &
Trust Company, a corporation or-
ganized and existing under the laws
of the State of Virginia, and Fletch-
er Archer and any unknown heirs of
Ballie S. (Balsora) Wright, deceased,
Defendants.

The object of the above styled suit,
which is a partition suit, is to procure
a partition of the real estate of which
Ballie S. (Balsora) Wright died, seized
and possessed, in some method pre-
scribed by law, and to have an ac-
counting of Hugh L. Holland, Ad-
ministrator of Ballie S. (Balsora)
Wright, deceased, and to have the debts
of the said estate paid, said real estate
of which said Ballie S. (Balsora)
Wright died, seized and possessed being
described as follows:

All that certain piece, parcel or tract
of land situate in Chuckatuck Magis-
terial District in Nansemond County,
Virginia, near Lake Prince, bounded as
follows: On the North by Exchange
Creek, which is one branch of the
Nansemond River; on the West by the
property of the City of Norfolk; on
the South by the property of T. E.
Weaver, N. A. Gray and the City of
Norfolk, and on the East by the lands
of C. H. Adams; said tract of land
containing, by estimation, One Hundred
Thirty and two one hundredths
acres, more or less, sale and convey-
ance in gross and not by the acre.

And it appearing from Affidavit filed
according to law that Fletcher Archer,
one of the Defendants, has been absent
for sixteen (16) years, has not been
heard from within that time, that his
whereabouts are unknown, and that
diligence has been used by and on be-
half of the Complainants to ascertain
in what County or Corporation he is,
without effect, and that there are or
may be persons interested in the sub-
ject to be divided or disposed of, whose
names are unknown; it is therefore
ordered that the said Fletcher Archer
and any unknown parties interested in
the subject to be divided or disposed
of in this suit and any unknown heirs
of Ballie S. (Balsora) Wright, appear
within ten (10) days after due publica-
tion of this Order in the Clerk's Office
of our said Court and do what is neces-
sary to protect their interests. It is
further ordered that this Order be
published once a week for four (4)
successive weeks in the Suffolk News-
Herald, a newspaper circulated in the
County of Nansemond, State of Vir-
ginia, no newspaper being prescribed
by our said Court, and that a copy of
this Order be posted on the front door
of the Court House of Nansemond
County, Virginia, on or before the next
succeeding rule day and that another
copy of this Order be mailed to the
Defendant, Fletcher Archer, at his last
known Post Office Address, which is
given in the Affidavit.

Teste: JOHN HENRY POWELL,
Clerk.

Holland & Lovelace, p. q.
9-22,29; 10-6,13.

is to certify that the attached order of
ion in the matter of Edith Author McWilliams
ette Arthur Gooding, complainants against
omi Sykes and others, was duly published in the
News-Herald once a week for four successive
amely September 22nd, 29th, October 6th and
30.

SUFFOLK NEWS COMPANY, INC.,

By C. J. Riddick, Jr.
C. J. Riddick, Jr.
Business Manager.

ium for the trading territory comprising the City of Suffolk, Nansemond, Isle of Wight and Southampton Counties, Virginia,
e Suffolk News-Herald is a consolidation of The Suffolk News, Established in 1923, and The Suffolk Herald, Established 1873,
and is the only Newspaper Published in Suffolk, Virginia.

WE IN TAKING CARE OF OUR OWN FIRST--SUFFOLK IS OUR OWN.

SEP 29 1930

THE SUFFOLK NEWS-HERALD

PUBLISHED BY

THE SUFFOLK NEWS COMPANY, INCORPORATED

SUFFOLK, VA.

October 22, 1930

This is to certify that the attached order of publication in the matter of Edith Author McWilliams and Jennette Arthur Gooding, complainants against Ethel Naomi Sykes and others, was duly published in the Suffolk News-Herald once a week for four successive weeks, namely September 22nd, 29th, October 6th and 13th, 1930.

SUFFOLK NEWS COMPANY, INC.,

By C. J. Riddick, Jr.
C. J. Riddick, Jr.
Business Manager.

The Suffolk News-Herald is the best advertising medium for the trading territory comprising the City of Suffolk, Nanseemood, Isle of Wight and Southamptoo Counties, Virginia, Gates and Hertford Counties in North Carolina. The Suffolk News-Herald is a consolidation of The Suffolk News, Established in 1923, and The Suffolk Herald, Established 1873, and is the only Newspaper Published in Suffolk, Virginia.

WE BELIEVE IN TAKING CARE OF OUR OWN FIRST--SUFFOLK IS OUR OWN.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams and Jeanette
Archer Gooding.....Complainants

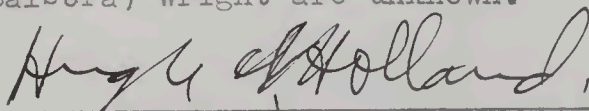
V. APPLICATION FOR ORDER OF PUBLICATION AND
AFFIDAVIT

Ethel Naomi Sykes; Hugh L. Holland, Administrator
of Ballie S. (Balsora) Wright; Farmers Bank of
Nansemond, a Corporation organized and existing
under the laws of the State of Virginia; the
American Bank & Trust Company, a Corporation or-
ganized and existing under the laws of the State
of Virginia; Fletcher Archer and any unknown
heirs of Ballie S. (Balsora) Wright, deceased.....Defendants

To the Clerk of the above styled Court:

The object of this suit, which is a partition suit, is
to procure a partition of the real estate of which Ballie S. (Balsora)
Wright died, seized and possessed, in some method prescribed by law,
and to have an accounting of Hugh L. Holland, Administrator of Ballie
S. (Balsora) Wright, deceased, and to have the debts of the said
estate paid.

In conformity with the law in such cases made and provided
and as Counsel for Complainants in this cause, we hereby make
application for an Order of Publication against Fletcher Archer and
any unknown heirs of Ballie S. (Balsora) Wright, the last known Post
Office Address of said Fletcher Archer was "% Green's Drug Store,
Main Street, Norfolk, Virginia", and we direct the Clerk to mail a
certified copy, of said Order of Publication, when entered, to said
Defendant to the address given herein and to certify to the mailing
of the same as required by the Statute in such cases made and provided,
and we certify that the last known Post Office addresses of any
unknown heirs of Ballie S. (Balsora) Wright are unknown.


Counsel for Complainants

STATE OF VIRGINIA,

City of Suffolk, to-wit:

I, Hugh L. Holland, being first duly sworn do make oath that I am Counsel for the Complainants in this suit, Edith Archer McWilliams and Jeanette Archer Gooding; that Fletcher Archer, one of the Defendants in this suit, has been absent for sixteen (16) years, has not been heard from within that time, that his whereabouts are unknown, that diligence has been used by and on behalf of the Complainants to ascertain in what County or Corporation he is, without effect; that there are or may be persons interested in the subject to be divided or disposed of, whose names are unknown.

Hugh L. Holland,

Subscribed and sworn to before me in my City and State
aforesaid this 20th day of September, 1930.

Mabel Jakrensen
Notary Public

My commission expires:

April 26, 1934

Edith Archer McWilliams et al.....
.....Complainants

V. APPLICATION FOR ORDER OF
PUBLICATION AND AFFIDAVIT

Ethel Naomi Sykes; Hugh L. Holland,
Administrator of Ballie S. (Balsora)
Wright et als.....
.....Defendants

Filed Sept. 22, 1930
John H. Powell, Clerk
By Oliver Whitehurst, DC.

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams and Jeanette
Archer Gooding.....Complainants

V.

ORDER

Ethel Naomi Sykes; Hugh L. Holland, Administrator
of Ballie S. (Balsora) Wright; Farmers Bank of
Nansemond, a Corporation organized and existing
under the laws of the State of Virginia; the
American Bank & Trust Company, a Corporation or-
ganized and existing under the laws of the State
of Virginia, and Fletcher Archer and any unknown
heirs of Ballie S. (Balsora) Wright, deceased.....Defendants

The object of the above styled suit, which is a partition
suit, is to procure a partition of the real estate of which Ballie
S. (Balsora) Wright died, seized and possessed, in some method pre-
scribed by law, and to have an accounting of Hugh L. Holland,
Administrator of Ballie S. (Balsora) Wright, deceased, and to have the
debts of the said estate paid, said real estate of which said Ballie
S. (Balsora) Wright died, seized and possessed being described as
follows:

All that certain piece, parcel or tract of land situate
in Chuckatuck Magisterial District in Nansemond County,
Virginia, near Lake Prince, bounded as follows: On the
North by Exchange Creek, which is one branch of the
Nansemond River; on the West by the property of the
City of Norfolk; on the South by the property of T. E.
Weaver, N. T. Gray and the City of Norfolk, and on the East
by the lands of C. H. Adams; said tract of land containing
by estimation, One Hundred Thirty and two-one hundredths
(130.02) acres, more or less, sale and conveyance in gross
and not by the acre.

And it appearing from Affidavit filed according to law that
Fletcher Archer, one of the Defendants, has been absent for sixteen
(16) years, has not been heard from within that time, that his whereabouts
are unknown, and that diligence has been used by and on behalf of the
Complainants to ascertain in what County or Corporation he is, without
effect, and that there are or may be persons interested in the subject

to be divided or disposed of, whose names are unknown; it is therefore ordered that the said Fletcher Archer and any unknown parties interested in the subject to be divided or disposed of in this suit and any unknown heirs of Ballie S. (Balsora) Wright, appear within ten (10) days after due publication of this Order in the Clerk's Office of our said Court and do what is necessary to protect their interests. It is further ordered that this Order be published once a week for four (4) successive weeks in the Suffolk News-Herald, a newspaper circulated in the County of Nansemond, State of Virginia, no newspaper being prescribed by our said Court, and that a copy of this Order be posted on the front door of the Court House of Nansemond County, Virginia, on or before the next succeeding rule day and that another copy of this Order be mailed to the Defendant, Fletcher Archer, at his last known Post Office Address, which is given in the Affidavit.

Teste:

John H. Powell
Clerk

Holland & Lovelace

P.q.

A true copy.

Teste: *John H. Powell, Clerk*
By Alicia Whitburn, S.C.

PAUL J. POWELL
CLERK OF CIRCUIT COURT OF
NANSEMOND COUNTY
SUFFOLK, VA.

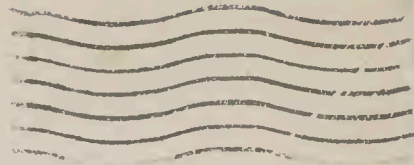


*Removal made
81 Sept*

Fletcher Archer,
% Green's Drug Stor,
Main Street,
Norfolk, Va.

J

23-



VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Nansemond.

-----Edith Archer McWilliams et al Pltff.-----

vs.

-----Ethel Naomi Sykes et als Df't-----

} In Chancery

I hereby certify that on the 22nd-----day of September-----1930-----

I posted a copy of the order of publication entered herein, at the front door of the Courthouse of the County of Nansemond; that being on or before the next succeeding rule day after said order was entered, and I further certify that I have mailed a copy of same to the last known address of the defendant.

Given under my hand this 22nd-----day of September-----1930-----

John N. Powell-----, Clerk.

By Olivera Whitehurst-----, Deputy Clerk.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams and Jeanette
Archer Gooding.....Complainants

V.

MEMORANDUM

Ethel Naomi Sykes; Hugh L. Holland, Administra-
tor of Ballie S. (Balsora) Wright; Farmers
Bank of Nansemond, a Corporation organized and
existing under the laws of the State of Virginia;
the American Bank & Trust Company, a Corporation
organized and existing under the laws of the
State of Virginia; Fletcher Archer and any unknown
heirs of Ballie S. (Balsora) Wright, deceased.....Defendants

To the Clerk of the Circuit Court of Nansemond
County, Virginia:

Please summon Defendants for Complainants to first
October (1930) Rules in Chancery.

Holland & Lovelace
p.q.

Edith Archer McWilliams et al.....
.....Complainants

V. MEMORANDUM

Ethel Naomi Sykes et als.....
.....Defendants

Filed Sept. 22, 1930

John H. Powell, Clerk
By, Olivera Whitburn, DC.

for \$10⁰⁰
HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

HOLLAND & LOVELACE

ATTORNEYS AT LAW

SUFFOLK, VIRGINIA

HUGH L. HOLLAND
J. MELVIN LOVELACE

Sept. 24, 1930

Mr. J.H. Powell, Clerk,
Suffolk, Va.

In re: Edith Archer McWilliams et als
vs: Ethel Naomi Sykes et als

Dear Sir:-

I hand you herewith original process in this matter. You will notice on the back that all of the known defendants have accepted service through counsel with the exception of Fletcher Archer. Order of publication is now being published once a week for Fletcher Archer and any unknown parties. Kindly write up your rule ~~note~~ in accordance with these facts. Please file enclosed process with the court papers.

Yours very truly,

HOLLAND & LOVELACE

BY Hugh L. Holland

HLH/MJ
1 enc.

The Commonwealth of Virginia,

To the Sheriff of the County of... Nansemond....., Greeting:

WE COMMAND YOU, That you summon... Ethel Naomi Sykes; Hugh L. Holland,.....
Administrator of Ballie S. (Balsora) Wright; Farmers Bank of Nansemond,
a Corporation organized and existing under the laws of the State of...
Virginia; the American Bank & Trust Company, a Corporation organized...
and existing under the laws of the State of Virginia; Fletcher Archer
and any unknown heirs of Ballie S. (Balsora) Wright, deceased

to appear at the Clerk's office of the... Circuit... Court of the County of Nansemond
at the rules to be held for the said Court on the 1st... Monday in October..., 1930.,
to answer a bill in chancery, exhibited against... them... in our said Court by
Edith Archer McWilliams and Jeanette Archer Gooding

And have then there this writ. Witness John H. Powell..., Clerk of our said
Court, at the court-house, the 22... day of September..., 1930..., and in the
155th... year of the Commonwealth.

John H. Powell, Clerk.

By Olivera Whitehurst, D.C.

Edith Archer McWilliams
Tals

vs. }

SUBPOENA IN CHANCERY

Edith Naomi Sykes
Tals

Holland & Lovelace p. q.

To First October Rules,

Nansemond County Circuit Court.

Fletcher Archer not found in the County of Nansemond.

E. B. Rawls
Sherriff

9/22/30

We hereby accept due, legal and sufficient service of the within process.

ETHEL NAOMI SYKES

BY

Her Counsel

Holland & Lovelace

HUGH L. HOLLAND, Administrator of Ballie S. (Balsora) Wright.
FARMERS BANK OF NANSEMOND, a Corporation organized and existing under the laws of the State of Virginia.
AMERICAN BANK & TRUST COMPANY, a Corporation organized and existing under the laws of the State of Virginia.

BY

Holland & Lovelace

Their Counsel

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

WE COMMAND YOU, That you summon Ethel Naomi Sykes; Hugh L. Holland,
Administrator of Ballie S. (Balsora) Wright; Farmers Bank of Nansemond,
a Corporation organized and existing under the laws of the State of
Virginia; the American Bank & Trust Company, a Corporation organized
and existing under the laws of the State of Virginia; Fletcher Archer
and any unknown heirs of Ballie S. (Balsora) Wright, deceased

to appear at the Clerk's office of the Circuit Court of the County of Nansemond
at the rules to be held for the said Court on the 1st Monday in October, 1930,
to answer a bill in chancery, exhibited against them in our said Court by
Edith Archer McWilliams and Jeanette Archer Gooding

And have then there this writ. Witness John H. Powell, Clerk of our said
Court, at the court-house, the 22 day of September, 1930, and in the
155th year of the Commonwealth.

John H. Powell, Clerk.

By Olevera Whitehurst, D.C.

copy

vs.

SUBPOENA IN CHANCERY

p. q.

To Rules,

..... Circuit Court.

Fletcher Archer

Not found in
the County of Hanover

E. B. Rawls

9/22/30

I hereby certify that the bond required by a certain decree entered on November 29, 1930 in the Chancery suit of Edith Archer McWilliams et al vs. Ethel Naomi Sykes et als has been duly executed before me with ~~security~~ security deemed sufficient by me.

Given under my hand this 1st day of December, 1930.

John H. Powell, Clerk of the Circuit Court of
Nansemond County.

By Alvina Whitehurst

Deputy Clerk.

VIRGINIA:

IN THE CIRCUIT COURT OF HANESMOND COUNTY.

Edith Archer McWilliams et al.....Complainants

v. NOTICE TO TAKE DEPOSITIONS

Ethel Naomi Sykes et als.....Defendants.

TO EDITH ARCHER McWILLIAMS, JEANETTE ARCHER GOODING, ETHEL
NAOMI SYKES, HUGH L. HOLLAND, ADMINISTRATOR OF BALLIE S. (BALSORA)
WRIGHT, FARMERS BANK OF HANESMOND, a corporation, AMERICAN BANK
AND TRUST COMPANY, a corporation, FLETCHER ARCHER and ALL UNKNOWN
HEIRS OF BALLIE S. (BALSORA) WRIGHT; J. P. DALTON; I. O. HILL &
COMPANY; RICHARD SAUNDERS; SUFFOLK FERTILIZER COMPANY; M. P.
WRIGHT; E. L. FOLK COMPANY, INCORPORATED; C. L. WERNIGAN;
ROBERT PORTER; P. D. STUBBEN; J. L. WILLIAMS and THE NORFOLK
BARREL & BOX COMPANY:

You, and all of you, and hereby notified that, pursuant
to a decree entered in the above-styled cause on the 30th day of
October, 1930, I shall, at the office of Holland & Lovelace, in
The American Bank & Trust Company Building, Suffolk, Virginia,
at Ten O'Clock, A. M., on Thursday, November 14, 1930, take and
settle the inquiries called for in said decree, as follows, and
if, for any cause, the taking of the said depositions be not
commenced, or, if commenced, be not concluded on that day, the
taking thereof will be adjourned from day to day, at the same
place and at the same hour, until the same shall be completed:

1. All the real estate belonging to the late Ballie
S. (Balsora) Wright, at the time of her death.

2. Who are the rightful heirs and distributees of
the late Ballie S. (Balsora) Wright, and the respective shares
of said heirs and their interest in the real estate belonging

to the late Ballie S. (Balsora) Wright, where situated and what is its fee simple and annual value; whether all such heirs and distributees or any other persons who may be in any way interested in this suit, are properly before the Court in this cause; the relationship of Fletcher Archer to Ballie S. (Balsora) Wright, whether said Fletcher Archer is living or dead, and, if dead, when he died or is presumed to have died; and whether there are any unknown heirs of said Ballie S. (Balsora) Wright.

3. Whether the entire subject may be allotted to any party who will accept it and pay therefor to the other parties such sums of money as their interests therein may entitle them to; whether there may be an allotment of part and sale of the residue of the entire subject; or whether the interest of those who are entitled to the subject, or its proceeds, will be promoted by a sale of the entire subject; or whether partition can be conveniently made in kind.

4. An account of Hugh L. Holland, Administrator of Ballie S. (Balsora) Wright.

5. An account of all debts and liabilities of the said Ballie S. (Balsora) Wright, including their priorities, if any.

6. What are the liens on the real estate belonging to the said Ballie S. (Balsora) Wright, if any, and what are the taxes due by her estate.

7. Any other matters specially stated, deemed pertinent by the Commissioner, or which may be required by any persons interested to be so stated.

Given under my hand this 5th day of November, 1930.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams and Jeanette
Archer Gooding.....Complainants

V.

ORDER

Ethel Naomi Sykes; Hugh L. Holland, Administrator
of Ballie S. (Balsora) Wright; Farmers Bank of
Nansemond, a Corporation organized and existing
under the laws of the State of Virginia; the
American Bank & Trust Company, a Corporation or-
ganized and existing under the laws of the State
of Virginia, and Fletcher Archer and any unknown
heirs of Ballie S. (Balsora) Wright, deceased.....Defendants

The object of the above styled suit, which is a partition
suit, is to procure a partition of the real estate of which Ballie
S. (Balsora) Wright died, seized and possessed, in some method pre-
scribed by law, and to have an accounting of Hugh L. Holland,
Administrator of Ballie S. (Balsora) Wright, deceased, and to have the
debts of the said estate paid, said real estate of which said Ballie
S. (Balsora) Wright died, seized and possessed being described as
follows:

All that certain piece, parcel or tract of land situate
in Chuckatuck Magisterial District in Nansemond County,
Virginia, near Lake Prince, bounded as follows: On the
North by Exchange Creek, which is one branch of the
Nansemond River; on the West by the property of the
City of Norfolk; on the South by the property of T. E.
Weaver, N. T. Gray and the City of Norfolk, and on the East
by the lands of C. H. Adams; said tract of land containing
by estimation, One Hundred Thirty and two-one hundredths
(130.02) acres, more or less, sale and conveyance in gross
and not by the acre.

And it appearing from Affidavit filed according to law that
Fletcher Archer, one of the Defendants, has been absent for sixteen
(16) years, has not been heard from within that time, that his whereabouts
are unknown, and that diligence has been used by and on behalf of the
Complainants to ascertain in what County or Corporation he is, without
effect, and that there are or may be persons interested in the subject

to be divided or disposed of, whose names are unknown; it is therefore ordered that the said Fletcher Archer and any unknown parties interested in the subject to be divided or disposed of in this suit and any unknown heirs of Ballie S. (Balsora) Wright, appear within ten (10) days after due publication of this Order in the Clerk's Office of our said Court and do what is necessary to protect their interests. It is further ordered that this Order be published once a week for four (4) successive weeks in the Suffolk News-Herald, a newspaper circulated in the County of Nansemond, State of Virginia, no newspaper being prescribed by our said Court, and that a copy of this Order be posted on the front door of the Court House of Nansemond County, Virginia, on or before the next succeeding rule day and that another copy of this Order be mailed to the Defendant, Fletcher Archer, at his last known Post Office Address, which is given in the Affidavit.

Teste:

John Henry Powell
~~By~~ Clerk

Holland & Lovelace

p.q.

Edith Archer McWilliams et al.....
.....Complainants

V. ORDER

Ethel Naomi Sykes et als.....
.....Defendants

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

Know all Men by these Presents, That we D. E. Everett and
Hugh L. Holland, and United States Fidelity and
Guaranty Company
are held and firmly bound unto the Commonwealth of Virginia in the sum of Seven
Thousand Dollars

to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we
bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our Homestead Exemptions as to this obligation.

Scaled with our seals, and dated this 1st day of December,
one thousand nine hundred and thirty

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound D. E.
Everett and Hugh L. Holland
shall faithfully discharge their duties as Special Commissioners, under decree of the Circuit
Court of the County of Warren
pronounced on the 29 day of November 1930; in the suit
therein depending under the name and style of

Ethel Archer McWilliams & al

v.

Ethel Naomi Sykes & als

and shall account for and pay over, as the Court may direct, all money that may come into
their hands as such Commissioners,

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in
the presence of

Olivera Whitmarsh

D. E. Everett [SEAL]

Hugh L. Holland [SEAL]

United States Fidelity & Guaranty Co. [SEAL]
By W. S. Elam, its atty in fact.

In the Clerk's Office of the Circuit Court of the County of Warren

This day D. E. Everett, Hugh L. Holland and United States Fidelity and
Guaranty Company by W. S. Elam, its atty in fact
surety on the above bond, made oath before me John H. Power, Clerk

of the Circuit Court of the County of Warren

that the estate, after the payment of all the just debts and those for which they are
bound as security for others and expect to have to pay worth the sum of Seven
Thousand dollars.

Given under my hand, this 1st day of December 1930

John H. Power Clerk.

By Olivera Whitmarsh, Sec.

D. E. Everett & H. L. Harland

to } SPECIAL
COMMISSIONER'S BOND

Commonwealth

*Official Bond Book
no 4 Page 36*



Know all men that we, Edith Archer McWilliams and Jeanette Archer Gooding, and R. L. Northey and Hugh L. Holland are held and firmly bound unto Fletcher Archer in the sum of One Thousand (\$1000.00) Dollars, to be paid to the said Fletcher Archer, for the payment of which we bind ourselves and our heirs, jointly and severally, by these presents and waive the benefit of our Homestead Exemption. Sealed with our seals and dated this 6th, day of February, 1931.

The condition of the above obligation is such, that whereas there is pending in the Circuit Court of Nansemond County, Virginia, a certain Chancery suit in which Edith Archer McWilliams and Jeanette Archer Gooding are Complainants and Ethel Naomi Sykes; Hugh L. Holland, Administrator of Ballie S. (Balsora) Wright; Farmers Bank of Nansemond, a Corporation organized and existing under the laws of the State of Virginia; and the American Bank & Trust Company, a Corporation organized and existing under the laws of the State of Virginia; Fletcher Archer and any unknown heirs of Ballie S. (Balsora) Wright, deceased, are Defendants; and, whereas it has been ordered by a certain Decree entered in said suit on the 6th day of February, 1931, that the sum of Three Hundred Ninety-Five and 89/100 (\$395.89) Dollars shall be paid to Edith Archer McWilliams, and the same amount to Jeanette Archer Gooding by S. E. Everett and Hugh L. Holland, Special Commissioners in said suit after said Edith Archer McWilliams and Jeanette Archer Gooding execute and deliver to said Special Commissioners a refunding Bond under section 5365 of the Code of Virginia; and, whereas, said Fletcher Archer was the father of the said Edith Archer McWilliams and Jeanette Archer Gooding, that Fletcher Archer disappeared on October 9, 1916, from Norfolk,

Virginia, and has not been seen or heard from since that time, that said Fletcher Archer was the nephew of Ballie S. (Balsora) Wright and said Edith Archer McWilliams and Jeanette Archer Gooding are the grand-nieces of the said Ballie S. (Balsora) Wright and constitute two of her three heirs through their said father Fletcher Archer, that said Fletcher Archer is presumed to be dead at the expiration of seven years from October 9, 1916, and said Ethel Naomi Sykes by receipt filed in said suit has waived any claims for further payments due her in case Fletcher Archer should be alive. Now, if the said Fletcher Archer shall in fact be alive at the time of said proposed payments to said Edith Archer McWilliams and Jeanette Archer Gooding, and in that event if the said Edith Archer McWilliams and Jeanette Archer Gooding respectively refund the amounts received by each on demand, with interest thereon, then the above obligation to be void; otherwise to remain in full force and virtue.

x Edith Archer McWilliams (SEAL)

x Jeanette Archer Gooding (SEAL)

R. L. Northey (SEAL)

Hugh A. Holland (SEAL)

Edith Archer McWilliams et al.....
.....Complainants

V. Refunding Bond.

Ethel Naomi Sykes et als.....
.....Defendants

1931. Feb. 10. Filed.
Jm

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Edith Archer McWilliams et al.....Complainants

V. REPORT OF S. E. EVERETT AND HUGH L. HOLLAND,
SPECIAL COMMISSIONERS.

Ethel Naomi Sykes et als.....Defendants

To the Honorable Circuit Court of Nansemond County,
Virginia:

The undersigned, S. E. Everett and Hugh L. Holland, Special
Commissioners in the above styled suit, respectfully report to
Court:

That pursuant to a certain Decree entered in this suit on
February 6, 1931, Edith Archer McWilliams and Jeanette Archer
Gooding have executed and delivered to your Commissioners a certain
Refunding Bond, which is filed herewith as a part of this Report.

Your Commissioners further report that they have paid to
Ethel Naomi Sykes, Edith Archer McWilliams and Jeanette Archer
Gooding, each, the sum of Three Hundred Ninety-Five and 89/100
(\$395.89) Dollars, receipts for which payments are hereto attached,
that they have paid to John H. Powell, Clerk, \$5.00, reserved for
further fees to him and that they have paid to Hugh L. Holland,
\$2.50, reserved for taxes; that these disbursements cover the
amount in full left in the hands of your Commissioners as shown
by their Report filed in this cause on February 6, 1931, and they
have no further funds in hand, an account of which said disbursements
is as follows:

By reserved for 1931 taxes on money in hands of Special Commissioners as shown Report of Special Commissioners filed February 6, 1931.	2.50
---	------

By reserved for further Clerk's fee as shown by said Report of Special Commissioners	5.00
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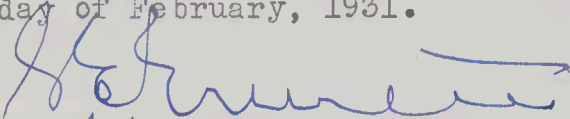
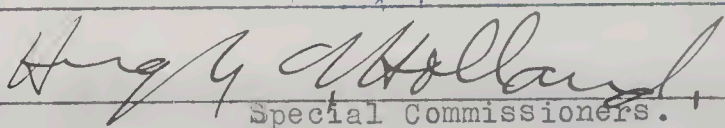
Carried Forward

7.50

Brought Forward		7.50
By balance in hands of S. E. Everett and Hugh L. Holland, Special Commissioners in this suit as shown by said Report		1187.67
To John H. Powell, Clerk for Clerk's fee	5.00	
To Hugh L. Holland for 1931 taxes on money in hands of Special Commissioners	2.50	
To Ethel Naomi Sykes for her share in full in this suit as shown by Decree entered herein on February 6, 1931	395.89	
To Edith Archer McWilliams for her share in full in this suit as shown by Decree entered herein on February 6, 1931	395.89	
To Jeanette Archer Gooding for her share in full in this suit as shown by Decree entered herein on February 6, 1931	395.89	
	\$ 1195.17	\$ 1195.17

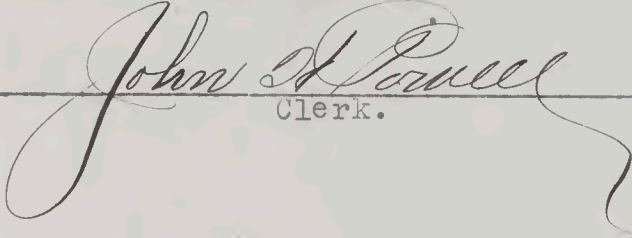
Your Commissioners further report that they have now collected the balance in hands of Hugh L. Holland, Administrator of Ballie S. Wright, the purchase price of the real estate in the Bill and proceedings mentioned, that they have disbursed all sums in their hands as shown by their previous Reports and Decrees in this suit and they have fully discharged their duties as Special Commissioners in this suit, and pray that they and their sureties may be relieved of further liability on their Bond as Special Commissioners in this suit.

Respectfully submitted this 9th day of February, 1931.



Special Commissioners.

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Five (\$5.00) Dollars for further Clerk's fee, as shown by Report of Special Commissioners filed February 6, 1931.

Dated this 9th day of February, 1931.


Clerk.

Received of Hugh L. Holland and S. E. Everett, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Two and 50/100 (\$2.50) Dollars, for 1931 taxes on money in hands of said Special Commissioners, as shown by Report of Special Commissioners filed February 6, 1931.

Dated this 9th day of February, 1931.

Hugh L. Holland

Edith Archer McWilliams et al vs. Ethel Naomi Sykes et als.

\$395.89

Received of S. E. Everett, and Hugh L. Holland, Special Commissioners in the above cause, the sum of Three Hundred Ninety-five and 89/100 (\$395.89) Dollars, for my full share in the Estate of Ballie S. Wright.

In giving this receipt I waive any rights that might accrue to me if Fletcher Archer should be found and make claim to his rights in said property.

Given under my hand this 7th day of February, 1931.

Witness:

M. Sykes,

Ethel Naomi Sykes

Received of S. E. Everett and Hugh L. Holland,
Special Commissioners in Chancery suit of Edith
Archer McWilliams et al v. Ethel Naomi Sykes et als,
pending in the Circuit Court of Nansemond County,
Virginia, in the sum of Three Hundred Ninety-Five and
89/100 (\$395.89) Dollars, in full and complete settlement
of my share in the estate of Ballie S. (Balsora) Wright,
both real and personal. This amount is being paid to me
under the terms of a certain Decree entered in said suit
on the ~~6th~~ day of February, 1931, and after I have
executed a refunding Bond as required by said Decree.

Given under my hand this ~~6th~~ day of February, 1931.

Jeanette Archer Gooding
Jeanette Archer Gooding.

Received of S. E. Everett and Hugh L. Holland,
Special Commissioners in Chancery suit of Edith Archer
McWilliams et al v. Ethel Naomi Sykes et als, pending
in the Circuit Court of Nansemond County, Virginia,
the sum of Three Hundred Ninety-Five and 89/100 (\$395.89)
Dollars, in full and complete settlement of my share in
the estate of Ballie S. (Balsora) Wright, both real
and personal. This amount is being paid to me under the
terms of a certain Decree entered in said suit on the
6th day of February, 1931, and after I have executed
a refunding Bond as required by said Decree.

Given under my hand this 7th day of February, 1931.

Edith Archer McWilliams
Edith Archer McWilliams

Edith Archer McWilliams et al.....
.....Complainants

V. REPORT OF S. E. EVERETT AND
HUGH L. HOLLAND, SPECIAL
COMMISSIONERS.

Ethel Naomi Sykes et als.....
.....Defendants

1931. Feby 10. Filed
J.L.M.


HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA

Received of S. E. Everett and Hugh L. Holland, Special
Commissioners, payment of the sum of Ten (\$10.00) Dollars for
Auctioneer's Fee, for selling Ballie S. (Balsora) Wright farm
at Public Auction on December 13, 1930.

Dated this 19th day of December, 1930.

Mr. C. H. H. H.
Auctioneer.

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes, et als, payment of the sum of Nine Hundred Eighty-Seven and 64/100 (\$987.64) Dollars, in full payment of note made by Ballie S. Wright, hereto attached, as allowed by Report of William M. Birdsong, Commissioner in Chancery.

Dated this 19th day of December, 1930.

FARMERS BANK OF NANSEMOND

BY Wm. Heacock Coshin

88166-87847-87855-86296-*Mer 11*
87873-86275
900.00 18⁰⁰
42.60 11/9/30 94518
859.40 (90)
SUFFOLK, VA. Dec 11 1929
DAYS AFTER DATE 9
PROMISE TO PAY, WITHOUT OFFSET, UNTO

Farmers Bank of Nansemond
OR ORDER, NEGOTIABLE AND PAYABLE AT

68-123 THE FARMERS BANK OF NANSEMOND 68-123
SUFFOLK, VA.

Nine hundred & 59.40 DOLLARS

FOR VALUE RECEIVED: WITH COSTS OF COLLECTION, INCLUDING ATTORNEY'S FEE, IF INCURRED, IF PAYMENT IS NOT MADE AT MATURITY, AND WE, MAKER OR MAKERS, ENDORSER OR ENDORSERS, HEREBY WAIVE THE BENEFIT OF OUR HOMESTEAD EXEMPTION AS TO THIS DEBT, AND WAIVE PRESENTMENT, DEMAND, PROTEST AND NOTICE OF DISHONOR.

11/9/30

42 30⁰⁰

Ballie S Wright
R H - Suffolk V.

2/19/30 credit of \$40.00
being the balance
of her saving, & credit

3/

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Four Hundred Two and 38/100 (\$402.38) Dollars, in full payment of note made by H. H. Williams and endorsed by Ballie S. Wright, hereto attached, as allowed by Report of William M. Birdsong, Commissioner in Chancery.

Dated this 19th day of December, 1930.

FARMERS BANK OF NANSEMOND

BY

Wm. Holland Cook

89543

\$350.00

93719

SUFFOLK, VA.

Nov 25

Jan 23 1927

Ninety

DAYS AFTER DATE

2

PROMISE TO PAY, WITHOUT OFFSET, UNTO

Ballie I Wright

OR ORDER, NEGOTIABLE AND PAYABLE AT

68-123 THE FARMERS BANK OF NANSEMOND 68-123
SUFFOLK, VA.

Three Hundred fifty

DOLLARS

FOR VALUE RECEIVED: WITH COSTS OF COLLECTION, INCLUDING ATTORNEY'S FEE, IF INCURRED, IF PAYMENT IS NOT MADE AT MATURITY, AND WE, MAKER OR MAKERS, ENDORSER OR ENDORSERS, HEREBY WAIVE THE BENEFIT OF OUR HOMESTEAD EXEMPTION AS TO THIS DEBT, AND WAIVE PRESENTMENT, DEMAND, PROTEST AND NOTICE OF DISHONOR.

34
17

Mrs H H Williams
Rt Bar 176

Baldie O Wright

100

4/

Received of S. E. Everett and Hugh L. Holland, Special
Commissioners in Chancery suit of Edith Archer McWilliams et al
v. Ethel Naomi Sykes et als, payment of the sum of Three Hundred
Fifty-Eight and 44/100 (\$358.44) Dollars, in full payment of
note of Ballie S. Wright, hereto attached, as allowed by Report
of William M. Birdsong, Commissioner in Chancery.

Dated this 19th day of December, 1930.

AMERICAN BANK & TRUST COMPANY

BY

W. Jones
Cashier

7429
7424
7443
7241
7240

188
\$358.88
12459

see 70
Suffolk, Va., Sept 21 1929

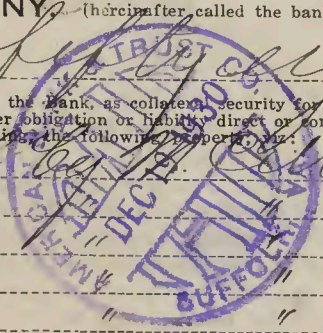
_____ days after date, FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the

AMERICAN BANK & TRUST COMPANY (hereinafter called the bank), at its Banking Office in Suffolk, Va.,

Three hundred fifty eight and 10/100 DOLLARS

in United States gold coin or its equivalent, having deposited with the Bank, as collateral security for the payment of this note, or any note given in extension or renewal thereof, as well as for the payment of any other obligation or liability direct or contingent, of the undersigned, or any of them, to the Bank, due, or to become due, whether now existing or hereafter arising, the following property, to-wit:

\$60.00 note signed by B. S. Wright on which #60 1/2 due
100.00 " " "
20.00 " " "
175.00 " " "
60.00 " " "



of a market value estimated by the undersigned at \$_____; and the undersigned agree to deliver to the Bank additional securities, or to make payments on account to its satisfaction, should the market value of the said securities, as a whole, suffer any decline. The undersigned hereby give to the Bank a lien for the amount of all such obligations and liabilities upon all the property or securities now or at any time hereafter given unto or left in the possession of the Bank by the undersigned, whether for the express purpose of being used by the Bank as collateral security, or for any other or different purpose, and also upon any balance of the deposit account of the undersigned, or any of them, with the Bank.

On the non-performance of this promise, or upon the non-payment of any of the obligations or liabilities above mentioned, or upon the failure of the undersigned, forthwith, with or without notice, to furnish satisfactory additional securities, or to make payments on account, in case of decline, as aforesaid, or in case of insolvency, bankruptcy, or failure in business of the undersigned, or any of them, then and in any such case, this note and all other obligations and liabilities, direct or contingent, of the undersigned and each of them shall forthwith become due and payable, without demand or notice; and full power and authority are hereby given to the Bank, to sell, assign, and deliver the whole of the said securities, or any part thereof, or any substitutes therefor, or any additions thereto, or any other securities or property given unto or left in the possession of the Bank by the undersigned, whether for the express purpose of being used by the Bank as collateral security, or for any other or different purpose, or in transit to or from the Bank, by mail or carrier, for any of the said purposes, at any broker's board, or at public or private sale, at the option of the Bank, without either demand, advertisement or notice of any kind, all of which are hereby expressly waived. At any such sale, the Bank may itself purchase the whole or any part of the property sold, free from any right of redemption on the part of the undersigned, which is hereby waived and released. In case of any sale or other disposition of any of the property aforesaid, after deducting all costs, or expenses of every kind for collection, sale or delivery, the Bank may apply the residue of the proceeds of the sale or sales so made, to pay one or more or all of the said obligations or liabilities to it, whether then due or not due, making proper rebate for interest on obligations or liabilities not then due, and returning the overplus, if any, to the undersigned, who agree to be and remain liable, jointly and severally, to the Bank for any deficiency arising upon such sale or sales. The undersigned do hereby authorize and empower the Bank, at its option, at any time to appropriate and apply to the payment and extinguishment of any of the obligations or liabilities, hereinbefore referred to, whether now existing or hereafter contracted and whether then due or not due, any and all moneys now or hereafter in the hands of the Bank, on deposit or otherwise, to the credit of or belonging to the undersigned, or any of them.

The Bank may transfer this note and may deliver the said collateral security or any part thereof to the transferee or transferees, who shall thereupon become vested with all the powers and rights above given to the Bank in respect thereto; and the Bank shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter. No delay on the part of the holder hereof, in exercising any rights hereunder, shall operate as a waiver of such rights. The undersigned hereby waive the benefit of Homestead Exemption as to this debt and contract, and agree to pay cost of collection hereof, including any attorney's fees, if incurred, in case payment shall not be made at maturity.

Suffolk
R4

B. S. Wright

In consideration of one dollar paid to the undersigned, and of the making, at the request of the undersigned, of the loan evidenced by the within note, the undersigned hereby jointly and severally guarantee to the AMERICAN BANK & TRUST COMPANY, Suffolk, Va., its successors, endorsees, or assigns, the punctual payment, at maturity, of the said loan, and hereby assent to all the terms and conditions of the said note, all of which shall apply with like force and effect to the undersigned as to the makers, and consent that the securities for the said loan may be exchanged or surrendered from time to time, or the time of payment of the said loan extended, without notice to or further assent from the undersigned, who will remain bound upon this guarantee, notwithstanding such changes, surrender or extension.

And in the event of the non-payment of said note, as therein provided, agree to pay the same at once, and further agree that suit may at once be brought against the undersigned, and that in any such suit the maker may be joined with any one or more of the undersigned, at the option of the holder, and the undersigned hereby waive the benefit of their Homestead Exemption as to this debt, and also hereby waive all presentment, protest, and notice of dishonor.

1911/124 Bidler June 1912 \$100

11.12
 370
 358.88
 69
 125
 20
 100
 65

\$ 65.00

12477
7429

Suffolk, Va. July 3 ^{Aug 31} 1929

Sixty days after date I promise to pay to the order of
Ballie S Wright negotiable and payable without offset
at the

AMERICAN BANK & TRUST CO

SUFFOLK, VA., AT ITS BANKING OFFICE IN SAID CITY

Sixty Five Dollars

for value received, with interest from date, payable in advance; and with ten per cent. for cost of collection; and we the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead and Personal Property Exemptions as to this debt. And we hereby agree to continue and remain bound for the payment of this note and all interest thereon, notwithstanding any extension of time granted to the principal, and notwithstanding any failure or refusal to protest this note for non-payment or to give notice of non-payment or dishonor or protest or to make presentment or demand for payment, hereby expressly waiving any protest and any and all notice of any extension of time or of non-payment or dishonor or protest in any form, or any presentment, or any other notice whatsoever.

Protested for Non-Payment
Non-Acceptance
3-7-29
Suffolk, Va.
Charges \$1.00

NO. Witnessed by R. H. Williams

DUE _____

P.O. RFD 4 box 166

Charges \$1.00
mark

Baller D Wright

X

Sept. 21, 1929- Amount to credit of M.
C. Wright credited on this note \$.33
Amount to credit M. C. Wright, Col-
lateral Account credited on
this note \$3.76

21

\$ 100. ¹⁰

3347

Suffolk, Va., July 13 1929

Sept 11

7444

Lying
Ballie S. Wright
at the

days after date I promise to pay to the order of
negotiable and payable without effect

AMERICAN BANK & TRUST CO.

SUFFOLK, VA., AT ITS BANKING OFFICE IN SAID CITY

One Hundred Dollars

for value received, with interest from date, payable in advance; and with ten per cent. for cost of collection; and we, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead and Personal Property Exemptions as to this debt. And we hereby agree to continue and remain bound for the payment of this note and all interest thereon, notwithstanding any extension of time granted to the principal, and notwithstanding any failure or omission to protest this note for non-payment or to give notice of non-payment or dishonor or protest or to make presentment or demand for payment, hereby expressly waiving any protest and any and all notice of any extension of time or of non-payment or dishonor or protest in any form, or any presentment, or any other notice whatsoever.

NO. Witness Mrs H. H. Williams

DUE RF D 4 for 166

P.O. mark

Protested for Non-Payment
Notary Public
Charges
Suffolk, Va.

Bellini D. Hargrave

Ms

\$ 20.00

3263

7413

Suffolk, Va.

July 13

Sept 11

1929

Signed

Ballie S Wright
at the

days after date

I promise to pay to the order of
negotiable and payable without offset

AMERICAN BANK & TRUST CO

SUFFOLK, VA., AT ITS BANKING OFFICE IN SAID CITY

Twenty

Dollars

Protested for Non-Payment
Non-Acceptance
Suffolk, Va.
Notary Public
Charges

for value received, with interest from date, payable in advance; and with ten per cent. for cost of collection; and we, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead and Personal Property Exemptions as to this debt. And we hereby agree to continue and remain bound for the payment of this note and all interest thereon, notwithstanding any extension of time granted to the principal, and notwithstanding any failure or omission to protest this note for non-payment or to give notice of non-payment or dishonor or protest or to make presentment or demand for payment, hereby expressly waiving any protest and any and all notice of any extension of time or of non-payment or dishonor or protest in any form, or any presentment, or any other notice whatsoever.

NO. _____
DUE BFD 4 box 166
P.O. _____

him
B. S. Wright
Mark

Ellen D. Wright

+

29

\$ 125.⁰⁰ 4197 3241 Suffolk, Va. July 24 ^{Sept} 1929
Sixty days after date I promise to pay to the order of
Ballie S Wright negotiable and payable without offset
at the

AMERICAN BANK & TRUST CO.,

SUFFOLK, VA., AT ITS BANKING OFFICE IN SAID CITY

One Hundred + Twenty Five ⁰⁰ Dollars

for value received, with interest from date, payable in advance; and with ten per cent. for cost of collection; and we, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead and Personal Property Exemptions as to this debt. And we hereby agree to continue and remain bound for the payment of this note and all interest thereon, notwithstanding any extension of time granted to the principal, and notwithstanding any failure or omission to protest this note for non-payment or to give notice of non-payment or dishonor or protest or to make presentment or demand for payment, hereby expressly waiving any protest and any and all notice of any extension of time or of non-payment or dishonor or protest in any form, or any presentment, or any other notice whatsoever.

NO. witness Mrs H H Williams

DUE

P.O. R F W 4 box 176

M B + Wright
mark

Ballie D Wright

+

2

\$ 60.00 4143 Suffolk, Va. July 24 ~~Sept~~ 1929
Sixty 3310 days after date I promise to pay to the order of
B allie & Wright negotiable and payable without offset
at the

AMERICAN BANK & TRUST CO.,

SUFFOLK, VA., AT ITS BANKING OFFICE IN SAID CITY

Sixty Dollars

for value received, with interest from date, payable in advance and with ten per cent. for cost of collection; and we, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead and Personal Property Exemptions as to this debt. And we hereby agree to continue and remain bound for the payment of this note and all interest thereon, notwithstanding any extension of time granted to the principal, and notwithstanding any failure or omission to proteat this note for non-payment or to give notice of non-payment or dishonor or protest or to make presentment or demand for payment, hereby expressly waiving any protest and any and all notice of any extension of time or of non-payment or dishonor or protest in any form, or any presentment, or any other notice whataoever.

NO. Witness, Mrs H H Williams

DUE 19 F D 4 box 176

P.O. 19 F D 4 box 176

Ch B + Wright
mark

Ballie D Wright

L

5

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Two Hundred (\$200.00) Dollars, to cover the following items:

5% commissions as Special Commissioners on \$3500.00	175.00
---	--------

Fee for drawing Commissioners' Deed to W. J. Joyner	10.00
--	-------

Taxed Attorney's fee	15.00
----------------------	-------

Total	\$ 200.00
-------	-----------------

Dated this 19th day of December, 1930

S. E. Everett
Hugh L. Holland

6/

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Two Hundred Nineteen and 96/100 (\$219.96) Dollars, in full payment of note of Ballie S; Wright, hereto attached, as allowed by Report of William M. Birdsong, Commissioner in Chancery.

Dated this 19th day of December, 1930.

SUFFOLK FERTILIZER COMPANY

BY

W. B. Burr - Secy. Treas.

\$190⁰⁰

Suffolk, Va.,

Dec 1st 1929

Thirty (30)

days after date

D

promise to pay to the order of

THE SUFFOLK FERTILIZER CO., Inc., Suffolk, Va., negotiable and payable without offset with costs of collection at the

One hundred ninety & no/100

Dollars

for value received; and we, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead and Personal Property Exemptions as to this debt. And we hereby agree to continue and remain bound for the payment of this note and all interest thereon, notwithstanding any extension of time granted to the principal, and notwithstanding any failure or omission to protest this note for non-payment or to give notice of non-payment or dishonor or protest or to make presentment or demand for payment, hereby expressly waiving any protest and any and all notice of any extension of time or of non-payment or dishonor or protest in any form, or any presentment, or any other notice whatsoever.

No.

573

Due

Dec 30th 1929-

P. O.

Suffolk Va R 4

Ballie D Wright

TR
139

• Admin of Estate
of
Mrs Belle S. Knight

7

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Thirteen and 02/100 (\$13.02) Dollars, in full payment of open account, hereto attached, as allowed by the Report of William M. Birdsong, Commissioner in Chancery.

Dated this 19th day of December, 1930.

his
Robert X Porter
mailed
ROBERT PORTER.

Witness:

Madeline B. Louelace

Mrs Ballod Wright
 she owed me for picking
 75 bags at 30¢ per bag
 And she owed me for
 42 empty bags at 9¢
 a bag

Robert L. Porter

75 bags at 30¢ per bag.	22.50
42 empty bags at 9¢ per bag.	3.78
	<u>26.28</u>

The above is correct.

Jan. 11-1930.

R. L. Porter. L. J. Derrigan

Paid by H & H. Adams	\$26.28
Pd for picking 754	
bags at 30 cents	22.50
34 empty bags at	13.78
9 cents per bag	<u>13.02</u>
Real Due -	

8

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of One Hundred EightyFive and 03/100 (\$185.03) Dollars, in full payment of note made by Mrs. Balsora Wright, hereto attached, as allowed by Report of William M. Birdsong, Commissioner in Chancery.

Dated this 20th day of December, 1930.

E. L.  CO.

BY *W. L. Key*

\$ 200.⁰⁰

15-194

8046 =

200 — B. W. ever

SUFFOLK, VA.

June 3

1929

81

DAYS AFTER DATE

2

PROMISE TO PAY TO

Sixty
Balsora Wright & E. L. Folm. Co

OR ORDER, NEGOTIABLE AND PAYABLE

WITHOUT OFFSET AT THE

NATIONAL BANK OF SUFFOLK, SUFFOLK, VA.

Two Hundred

DOLLARS

FOR VALUE RECEIVED, WITH FIFTEEN PER CENT FOR COST OF COLLECTION, 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, AND DO FURTHER WAIVE DEMAND; PRESENTMENT. PROTEST, AND NOTICE OF DISHONOR.

Witness
Mrs H H Williams

RAF N 4 box 166

EVERETT HADLEY CO. RICHMOND, VA.

sh

M. L. Wright

Balsora Wright

E. L. FOLLY CO. INC.

By

J. J. Eley

per

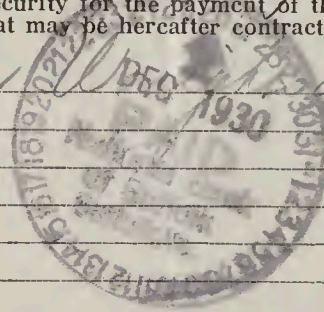
(2)

\$ 175.00 16- 1810 = 175. =
Suffolk, Va., Nov 24 1930
(30) Days after date we

promise to pay to **NATIONAL BANK OF SUFFOLK** or order, negotiable and payable, without offset, at said Bank
one hundred & seventy five DOLLARS

for value received; having deposited with said Bank as collateral security for the payment of this and any other liability of the undersigned to the holder hereof, due or to become due or that may be hereafter contracted, the following property to-wit,

Note of J. J. Selser dated 11-27-29



the value of which is now \$_____ with authority to sell, transfer or re-hypothecate said collateral, it being understood that on payment or tender of the amount so due, the holder hereof may return to the undersigned an equal quantity of said securities instead of the securities deposited: with the further right to the holder to call for additional security in case there should be a decline in the value of the securities deposited herewith and upon the failure of the undersigned to comply with said demand and to deposit with the holder hereof additional security to be approved by said holder sufficient to cover said decline, this note and any other liability of the undersigned or endorsers or guarantors to the holder hereof shall become instantly due and payable as though it or they had actually matured, and all the rights hereby conferred to dispose of said collateral shall at once be exercisable at the risk of the undersigned in case of any deficiency in realizing proceeds.

Full power and authority are hereby given the holder hereof to sell, assign and deliver the whole of the above-mentioned securities or any part thereof or any substitutes therefor or any additions thereto at public or private sale at the option of said holder or assigns on the non-performance of this promise or the non-payment of any of the liabilities above mentioned or at any time or times, thereafter, without demand, advertisement or notice, and after deducting all legal or other costs and expenses of collection sale and delivery, to apply the residue of the proceeds of such sale or sales so made to the payment of any or all of the liabilities above mentioned, as said holder or assigns shall deem proper, returning the over-plus, if any, to the undersigned, who agree to be and remain liable, jointly and severally, to the Bank for any deficiency arising upon such sale or sales. The undersigned do hereby authorize and empower the Bank, at its option, at any time, to appropriate and apply to the payment and extinguishment of the obligations or liabilities, hereinbefore referred to, whether now existing or hereafter contracted and whether then due or not due, any and all moneys now or hereafter in the hands of the Bank, on deposit or otherwise, to the credit of or belonging to the undersigned, or any of them. It is also understood that upon any sales of any of said collateral securities said holder may become the purchaser thereof absolutely free from any claim of the undersigned. The makers, and endorsers or guarantors hereof hereby waive the benefit of their Homestead Exemption as to this debt and do further waive demand, presentment, protest, and notice of dishonor.

J. J. Selser

9

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Seventy-Two and 50/100 (\$72.50) Dollars, in full payment of note made by M. C. Wright and endorsed by Ballie S. Wright, hereto attached, as allowed by Report of William M. Birdsong, Commissioner In Chancery.

Dated this 20th day of December, 1930.

NORFLEET BARREL & BOX COMPANY

BY

Wm. S. King

\$58²⁷ Thirty (30) days after date Suffolk, Va. Nov 27 1926
New Lee Kennedey & Co. D promise to pay to the order of
costs of collection at the negotiable and payable without offset with

AMERICAN BANK & TRUST CO. OF SUFFOLK, VIRGINIA,

AT ITS BANKING OFFICE IN SUFFOLK, VIRGINIA

Eighty Eight - 57/100 Dollars

for value received, with interest from date, payable in advance; and we, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead and Personal Property Exemptions as to this debt. And we hereby agree to continue and remain bound for the payment of this note and all interest thereon, notwithstanding any extension of time granted to the principal, and notwithstanding any failure or omission to protest this note for non-payment or to give notice of non-payment or dishonor or protest or to make presentment or demand for payment, hereby expressly waiving any protest and any and all notice of any extension of time or of non-payment or dishonor or protest in any form, or any presentment, or any other notice whatsoever.

No. 24-176

DUE 12/27/26

P.O. Cash & Co.

M. E. Wright

Belle D Wright

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Ninety-One and 70/100 (\$91.70) Dollars, in full payment of crop lien note hereto attached, as allowed by Report of William M. Birdsong, Commissioner in Chancery.

Dated this 20th day of December, 1930.

P. D. PRUDEN & J. L. WILLIAMS

BY

J. W. Pruden & J. L. Williams
By J. W. Pruden

WHEREAS, Maseo Babur ^{McWright} is engaged in or is about to engage in the cultivation of the tract of land known as Sal Saunders farm and containing 6.5 acres, more or less, and located near Lake Babur Dam in the County of Nassau, Virginia, and is desirous of obtaining from time to time during the year, advances in money or supplies to be expended for that purpose;

Now, this agreement, made and entered into before any such advances are made, between the said Maseo Babur, the part y of the first part, and P.D. Burden J.L. Williams, the part yo of the second part, witnesseth: That the said P.D. Burden & J.L. Williams part y of the second part, do th hereby agree to furnish to the said Maseo Babur, the party of the first part, from time to time during the year beginning Feb 1, 1929, and ending Dec 1, 1929, goods, wares, merchandise and money for the said purpose, to an amount not exceeding \$ 300.00. And the said Maseo Babur the part y of the first part do th hereby agree that the advances so made shall be expended in or about the cultivation of the said land, and that the said P.D. Burden & J.L. Williams the part yo of the second part, shall have a lien on the crops which may be made or seeded during the said year, to the extent of the advances which may be made under or in pursuance of this agreement. And the said party of the first part hereby agrees to repay all advances made hereunder with lawful interest from the time they were respectively made until payment, and hereby waives the benefit of the homestead exemption as to this debt.

Witness our signatures and seals this 1 day of Feb, 1929.

M B Wright (Seal)
P.D. Burden (Seal)
J.L. Williams (Seal)

State of Virginia:

County of Nassau

to-wit:

I, Paul J. Powell a. Clerk of Circuit Court for the county and State aforesaid do certify that P.D. Burden and J.L. Williams whose names are signed to the foregoing writing, bearing date on the 1st day of Feb, 1929, have acknowledged the same before me in my county aforesaid.

Given under my hand, this 9th day of Jan, 1920.

Paul J. Powell clerk.

County of to-wit:

In the Clerk's office of the Circuit Court of the County of the day of 192.....

This agreement was this day presented to me in my office at o'clock....., and duly docketed and indexed.

....., Clerk.

WHEREAS, Maseo Pabner ^{9mCwright} is engaged in or is about to engage in the cultivation of the tract of land known as Sal Saunders farm and containing 6.5 acres, more or less, and located near Lake Pabner Dam in the County of Warren, Virginia, and is desirous of obtaining from time to time during the year, advances in money or supplies to be expended for that purpose;

Now, this agreement, made and entered into before any such advances are made, between the said Maseo Pabner, the party of the first part, and J. D. Gaudin & J. L. Williams, the party of the second part, witnesseth: That the said J. D. Gaudin & J. L. Williams party of the second part, do th hereby agree to furnish to the said Maseo Pabner, the party of the first part, from time to time during the year beginning Feb 1, 1929, and ending Dec 1, 1929, goods, wares, merchandise and money for the said purpose, to an amount not exceeding \$ 300.00 and the said Maseo Pabner the party of the first part do th hereby agree that the advances so made shall be expended in or about the cultivation of the said land, and that the said J. D. Gaudin & J. L. Williams the party of the second part, shall have a lien on the crops which may be made or seeded during the said year, to the extent of the advances which may be made under or in pursuance of this agreement. And the said party of the first part hereby agrees to repay all advances made hereunder with lawful interest from the time they were respectively made until payment.

County of Warren to-wit:
I, Paul Pouncee a Clerk of Circuit Court
for the county and State aforesaid do certify that M. C. Wright and
whose names are signed to the
foregoing writing, bearing date on the Feb 12 day of Feb, 1929,
have acknowledged the same before me in my county aforesaid.
Given under my hand, this 12 day of Feb, 1929.
Paul Pouncee

County of to-wit:
In the Clerk's office of the Circuit Court of the County of
the day of 192.....
This agreement was this day presented to me in my office at o'clock....., and duly docketed
and indexed.

....., Clerk.

with { CROP LIEN
FOR
ADVANCES TO BE MADE

Clerk's Office of Circuit Court of

County

Presented in office and docketed and indexed at

o'clock.....M.

....., Clerk.

Recorded Crop Lien Book.....

Page..... and.....

RECEIVED in the Clerk's Office
of Nansemond Circuit Court, Virginia
and DOCKETED IN CROP LIEN
DOCKET, Number 1617
J. J. Jones
Clerk

11
Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Seventy and 91/100 (\$70.91) Dollars in full payment of note made by M. C. Wright and endorsed by Ballie S. Wright, hereto attached, as allowed by Report of William M. Birdsong, Commissioner in Chancery.

Dated this 20th day of December, 1930.

P. D. PRUDEN & J. L. WILLIAMS

BY

P. D. Pruden & J. L. Williams
By P. D. Pruden

\$ 64. 19.

Suffolk, Va. March 23 1929

An Demand

days after date We promise to pay to the order of

O D Pruden & J L Williams negotiable and payable without offset
at the,

AMERICAN BANK & TRUST CO.,

OF SUFFOLK, VA., AT ITS BANKING OFFICE IN SAID CITY

Sixty Four & no/100

Dollars

for value received with interest from date, payable in advance; and with ten per cent. for cost of collection; and we, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead and Personal Property Exemptions as to this debt. And we hereby agree to continue and remain bound for the payment of this note and all interest thereon, notwithstanding any extension of time granted to the principal, and notwithstanding any failure or omission to protest this note for non-payment or to give notice of non-payment or dishonor or protest or to make presentment or demand for payment, hereby expressly waiving any protest and any and all notice of any extension of time or of non-payment or dishonor or protest in any form, or any presentment, or any other notice whatsoever.

No. _____

DUE _____

P.O. _____

M L Wright

Ballie D. Wright

Received of S. E. Everett and Hugh L. Holland, Special
Commissioners in Chancery suit of Edith Archer McWilliams
et al v. Ethel Naomi Sykes et als, payment of the sum of
Fifty (\$50.00) Dollars, in full payment of open account,
hereto attached, as allowed by Report of William M. Birdsong,
Commissioner in Chancery.

Dated this 20th day of December, 1930.

W. L. Jernigan

Mrs. Baillie S. Wright,

To. C. L. JERNIGAN,
Route 4, Suffolk, Va.

1930

Jan. 13. To four months service from August 11,
1929 to December 14, 1929.....\$50.00

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Three and 50/100 (\$3.50) Dollars, in full payment of medical treatment, bill hereto attached, as allowed by Report of William M. Birdsong, Commissioner in Chancery.

Dated this 20th day of December, 1930.

M. P. WRIGHT, Assignee of Dr. R. L. Eley,

BY

M P Wright

STATEMENT

CHUCK TUCK, VA.

1929

Mr

M. J. Wright

For Mrs. B. Wright

TO DR. L. L. ELEY, DR.

FOR PROFESSIONAL SERVICES RENDERED

\$ 3.50

RECEIVED PAYMENT

L. L. Eley

Paid by M. J. Wright
Sine Department

14

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al V. Ethel Naomi Sykes et als, payment of the sum of Sixty-Five (\$65.00) Dollars, in full payment of open account, hereto attached, as allowed by Report of William M. Birdsong, Commissioner in Chancery.

Dated this 20th day of December, 1930.

Richard Saunders
RICHARD SAUNDERS.

Mrs. Ballie S. Wright,

To RICHARD SAUNDERS
Route 4, Suffolk, Va.

1928

1928	One (1) mule.....	\$115.00
	By cash.....	50.00
	Balance due	<u>\$ 65.00</u>

Mule sold in
1928 -
10 m. R.
not heard of since

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Twenty-One (\$21.00) Dollars, in full payment of premium on Bond, per statement hereto attached.

Dated this 20th day of December, 1930.

WOODWARD & ELAM

BY

Howard Elam, Attorney

R. L. WOODWARD
W. G. ELAM

Suffolk, Va., December 1st 1930.

Messrs. S. E. Everett and Hugh L. Holland,

Suffolk, Va.

To **WOODWARD & ELAM, Dr.**

Life, Fire, Accident,
Auto Liability, Steam Boiler,
Workman's Compensation
and Security Bonds.

Insurance

OFFICE---No. 113 NORTH MAIN STREET

1930

DATE	POLICY No.	COMPANY	PROPERTY INSURED	Term	AMOUNT	PREMIUM
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Dec 1	Bond	U. S. F. & G.	Bond S. R. E. Edith Archer McWilliams Et Al vs Ethel Naomi Sykes Et Als	1yr	\$7000	\$21.00
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Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, Six (\$6.00) Dollars, in full payment of hand-bills in sale of property of Ballie S. Wright, per statement hereto attached.

Dated this 20th day of December, 1930.

Riland Printing Co.
By R. I. Riland

R. T. PILAND

C. A. RAGSDALE

PILAND PRINTING COMPANY

PRINTERS - PUBLISHERS - BINDERS

Loose Leaf Work A Specialty

125-127 South Main Street

PHONE 428

SUFFOLK, VA., December 2, 1930

SOLD TO S. E. Everett and Hugh L. Holland,
Special Commissioners.

250 Sale Bills(Ballie S. Wright matter)

\$6.00

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Ten and 73/100 (\$10.73) Dollars, in full payment of advertising Auction Sale of farm of Ballie S. Wright in Virginian & Pilot newspaper three times, December 2, 3, and 12th, per statement attached hereto.

Dated this day of December, 1930.

VIRGINIAN & PILOT PUBLISHING CO.

BY

Daisy Hursey

**PUBLIC AUCTION SALE OF VALUABLE
FARM LAKE PRINCE
BY VIRTUE OF AUTHORITY VESTED**

In us by _____ of the Circuit Court
of Nansemond County, Virginia, en-
tered on the 29th day of November,
1930, in the Chancery suit of Edith
Archer McWilliams et al. v. Ethel Naomi
Sykes et als., pending in said court,
we shall sell at public auction to the
highest bidder for cash on Saturday,
December 13, 1930, at 12 o'clock m., in
front of the American Bank & Trust
Company, Suffolk, Virginia, the follow-
ing real estate, to-wit:

All that certain piece, parcel or tract
of land situate in Chuckatuck Magis-
terial District in Nansemond County,
Virginia, near Lake Prince bounded as
follows: On the north by Exchange
Creek, which is one branch of the
Nansemond River; on the west by the
property of the City of Norfolk; on the
south by property of T. E. Weaver,
N. T. Gray and the City of Norfolk, and
on the east by the lands of C. H.
Adams; said tract of land containing
by estimation one hundred thirty and
two one-hundredths (130.02) acres,
more or less, sale and conveyances in
gross and not by the acre.

This is a very desirable farm adjoining
Lake Prince and situate near Kings
Fork School and Providence Church,
and convenient to both the Suffolk-
Smithfield Highway and the new Suf-
folk-Petersburg Highway. Either of the
undersigned will be glad to show this
property to any one interested.

Terms of sale: Cash.

HUGH L. HOLLAND,
S. E. EVERETT,

Special Commissioners.

I, John H. Powell, Clerk of the Cir-
cuit Court of Nansemond County, Vir-
ginia, do certify that the bond required
of Hugh L. Holland and S. E. Everett
as special commissioners under the de-
cree of said court made on the 29th
day of November, 1930, in the Chancery
cause pending in said court between
Edith Archer McWilliams et al. v.
Ethel Naomi Sykes et als, defendants,
has been executed with security
deemed sufficient by me.

Given under my hand this 1st day of
December, 1930.

JOHN H. POWELL,

de2,3,12-3t

Clerk.

5-1/2 w 37
10.73

Folio

192

From

To

Norfolk, Va.,

December 17, 1930 192

Messrs. Hugh B. Holland and E. J. Everett, Special Commissioners

Norfolk, Virginia

To Virginian and Pilot Publishing Co., Dr.

ADVERTISING

Dec. 2-3 & 13-1930--Auction Sale of Valuable Farm near Lake Irwin--

Chancery Suit of Edith Archer McMillan, et al. v.

Ethel Naomi Sykes, et al., 5 1/2 inches--5 times

\$ 10.73

Norfolk, Virginia

Dec. 17, 1930.

I, certify that the above advertisement of Auction Sale ran in the Virginian and Pilot Publishing Co., 3 times-- Dec. 2, 3 and 13th.

Jos Morris
Notary Public

Attestation before me, Dec. 26th, 1930

Received Payment, VIRGINIAN AND PILOT PUBLISHING CO.

Per _____

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Eleven and 25/100 (\$11.25) Dollars, for advertising Public Auction Sale of farm of Ballie S. Wright per receipt attached.

Dated this day of December, 1930.

SUFFOLK NEWS COMPANY, INC.

BY

Elizabeth O'Ellis

Suffolk, Va., Dec. 18, 1930.

Hugh L. Holland, Atty.

Suffolk, Virginia.

To Suffolk News Company, Inc., Dr.

143-153 S. Main St.

Publisher THE SUFFOLK NEWS-HERALD

MONTH

Dec. 1930

Date	Inches	Words	Lines
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31			
Total			

Mr. Williams vs. Sykes

To Balance.....\$.....
To Inches.....22.....@.50.....\$11.25
To Words.....@.....\$.....
To Lines.....@.....\$.....
To\$.....
To\$.....

TOTAL.....\$11.25

LEGAL NOTICES

PUBLIC AUCTION SALE OF VALUABLE FARM NEAR LAKE PRINCE

By virtue of authority vested in us by a Decree of the Circuit Court of Nansemond County, Virginia, entered on the 29th day of November, 1930, in the chancery Suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, pending in said Court, we shall sell at Public Auction to the highest bidder for cash,

ON SATURDAY DECEMBER 13, 1930
AT TWELVE O'CLOCK M.

in front of the American Bank and Trust Company, Suffolk, Virginia, the following real estate, to-wit:

All that certain piece, parcel or tract of land situate in Chuckatuck Magisterial District in Nansemond County, Virginia, near Lake Prince, bounded as follows: On the North by Exchange Creek, which is one branch of the Nansemond River, on the West by the property of the City of Norfolk; on the South by property of T. E. Weaver and N. T. Gray and the City of Norfolk, and on the East by the lands of C. H. Adams; said tract of land containing by estimation, One Hundred Thirty and Two-One Hundredths (132.02) acres more or less, sale and conveyance in gross and not by the acre.

This is a very desirable farm adjoining Lake Prince and situate near King's Fork School and Providence Church, and convenient to both the Suffolk-Smithfield Highway and the New Suffolk-Petersburg Highway. Either of the undersigned will be glad to show this property to any one interested.

Terms of Sale: Cash.

HUGH L. HOLLAND,
S. E. EVERETT,

Special Commissioners.

I, John H. Powell, Clerk of the Circuit Court of Nansemond County, Virginia, do certify that the bond required of Hugh L. Holland and S. E. Everett as Special Commissioners under the Decree of said Court made on the 29th day of November, 1930, in the Chancery cause pending in said Court between Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, Defendants, has been executed with security deemed sufficient by me.

Given under my hand this 1st day of December, 1930.

JOHN H. POWELL, Clerk.
dec.2-6-12.

LEGAL NOTICES

PUBLIC AUCTION SALE OF VALUABLE FARM NEAR LAKE PRINCE

By virtue of authority vested in us by a Decree of the Circuit Court of Nansemond County, Virginia, entered on the 29th day of November, 1930, in the chancery Suit of Edith Archer McWilliams et al. v. Ethel Naomi Sykes et als. pending in said Court we shall sell at Public Auction to the highest bidder for cash,

ON SATURDAY DECEMBER 13, 1930
AT TWELVE O'CLOCK M.

in front of the American Bank and Trust Company, - Norfolk, Virginia, the following real estate, to-wit:

All that certain piece, parcel or tract of land situate in Chuckatuck Magisterial District in Nansemond County, Virginia, near Lake Prince, bounded as follows: On the North by Exchange Creek, which is one branch of the Nansemond River, or the West by the property of the City of Norfolk; on the South by property of T. E. Weaver and N. T. Gray and the City of Norfolk, and on the East by the lands of C. E. Adams; said tract of land containing by estimation, One Hundred Thirty and Two-One Hundredths (\$132.02) acres, more or less, sale and conveyable in gross and not

by the acre.

This is a very desirable farm adjoining Lake Prince and situate near King's Fork School and Providence Church, and convenient to both the Suffolk-Smithfield Highway and the New Suffolk-Petersburg Highway. Either of the undersigned will be glad to show this property to any one interested.

Terms of Sale: Cash.

HUGH L. HOLLAND,
S. E. EVERETT,

Special Commissioners.

I, John H. Powell, Clerk of the Circuit Court of Nansemond County, Virginia, do certify that the bond required of Hugh L. Holland and S. E. Everett as Special Commissioners under the Decree of said Court made on the 29th day of November, 1930, in the Chancery cause pending in said Court be-

tween Edith Archer McWilliams et al. v. Ethel Naomi Sykes et als, Defendants, has been executed with security deemed sufficient by me.

Given under my hand this 1st day of December, 1930.

JOHN H. POWELL, Clerk.
dec.2-6-12.

LEGAL NOTICES

PUBLIC AUCTION SALE OF VALUABLE FARM NEAR LAKE PRINCE

By virtue of authority vested in us by a Decree of the Circuit Court of Nansemond County, Virginia, entered on the 29th day of November, 1930, in the chancery Suit of Edith Archer McWilliams et al. v. Ethel Naomi Sykes et als, pending in said Court, we shall sell at Public Auction to the highest bidder for cash

ON SATURDAY DECEMBER 13, 1930
AT TWELVE O'CLOCK M.

in front of the American Bank and Trust Company, Suffolk, Virginia, the following real estate, to-wit:

All that certain piece, parcel or tract of land situate in Chuckatuck Magisterial District in Nansemond County, Virginia, near Lake Prince, bounded as follows: On the North by Exchange Creek, which is one branch of the Nansemond River; on the West by the property of the City of Norfolk; on the South by property of T. E. Weaver and N. T. Gray and the City of Norfolk, and on the East by the lands of C. H. Adams; said tract of land containing by estimation, One Hundred Thirty and Two-One Hundredths (\$132.02) acres, more or less, sale and conveyance in gross and not by the acre.

This is a very desirable farm adjoining Lake Prince and situate near King's Fork School and Providence Church, and convenient to both the Suffolk-Smithfield Highway and the New Suffolk-Petersburg Highway. Either of the undersigned will be glad to show this property to any one interested.

Terms of Sale: Cash.

HUGH L. HOLLAND,
S. E. EVERETT,

Special Commissioners.

I, John H. Powell, Clerk of the Circuit Court of Nansemond County, Virginia, do certify that the bond required of Hugh L. Holland and S. E. Everett as Special Commissioners under the Decree of said Court made on the 29th day of November, 1930, in the Chancery cause pending in said Court between Edith Archer McWilliams et al. v. Ethel Naomi Sykes et als, Defendants, has been executed with security deemed sufficient by me.

Given under my hand this 1st day of December, 1930.

JOHN H. POWELL, Clerk.

dec.2-6-12.

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Twenty (\$20.00) Dollars, in full payment of statement hereto attached for publishing Order of Publication once a week for four successive weeks in the Suffolk News-Herald.

Dated this day of December, 1930.

SUFFOLK NEWS-COMPANY, INC.

BY Elizabeth A. Ellis

Suffolk, Va.,.....*Oct 22*....., 193*0*..

Hubert L. Holland, Atty.
City

To **Suffolk News Company, Inc., Dr.**

143-153 S. Main St. Publisher **THE SUFFOLK NEWS-HERALD**

MONTH			
<i>Oct 1930</i>			
Date	Inches	Words	Lines
1			
2			
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5			
6	<i>10</i>	<i>Mr. Williams</i>	
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13	<i>10</i>	<i>Mr. Williams</i>	
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Total	<i>20</i>		

To Balance.....*Sept Balance*.....\$.....*10.00*.....
To Inches.....*20*.....@.....*50¢*.....\$.....*10.00*.....
To Words.....@.....\$.....
To Lines.....@.....\$.....
To\$.....
To\$.....

TOTAL.....*20.00*.....\$.....

Suffolk, Va.,.....SEP 23 1930....., 192....

.....Hugh L. Holland.....

.....City.....

To Suffolk News Company, Inc., Dr.

153 S. Main Street

Publisher THE SUFFOLK NEWS-HERALD

MONTH

SEP 20 1930

Date	Inches	Words	Lines
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Total	20		

To Balance.....\$.....

To Inches.....20.....@ 50 \$ 10.00

To Words.....@.....\$.....

To Lines.....@.....\$.....

To\$.....

To\$.....

TOTAL.....2.....\$ 10.00

10 m Williams

m Williams

VIRGINIA: IN THE CIRCUIT COURT
OF NANSEMOND COUNTY

Edith Archer McWilliams and Jeanette

Archer Gooding, Complainants, vs.

ORDER

Ethel Naomi Sykes; Hugh L. Holland, Administrator of Ballie S. (Balsora) Wright; Farmers Bank of Nansemond, a corporation organized and existing under the laws of the State of Virginia; the American Bank & Trust Company, a corporation organized and existing under the laws of the State of Virginia, and Fletcher Archer and any unknown heirs of Ballie S. (Balsora) Wright, deceased, Defendants.

The object of the above stated suit, which is a partition suit, is to procure a partition of the real estate of which Ballie S. (Balsora) Wright died, seized and possessed, in and to be prescribed by law, and to have an accounting of Hugh L. Holland, Administrator of Ballie S. (Balsora) Wright, deceased, and to have the debts of the said estate paid, said real estate of which said Ballie S. (Balsora) Wright died, seized and possessed being described as follows:

All that certain piece, parcel or tract of land situated in Chuckatuck Magisterial District in Nansemond County, Virginia, near Lake Prince, bounded as follows: On the North by Exchange Creek, which is one branch of the Nansemond River; on the West by the property of the City of Norfolk; on the South by the property of T. E. Weaver, N. T. Gray and the City of Norfolk, and on the East by the lands of C. H. Adams; said tract of land containing by estimation, One Hundred Thirty and two-one hundredths (130.02) acres, more or less, sale and conveyance in gross and not by the acre.

And it appearing from Affidavit filed according to law that Fletcher Archer, one of the Defendants, has been absent for sixteen (16) years, has not been heard from within that time, that his whereabouts are unknown, and that diligence has been used by and on behalf of the Complainants to ascertain in what County or Corporation he is, without effect, and that there are or may be persons interested in the subject to be divided or disposed of, whose names are unknown; it is therefore ordered that the said Fletcher Archer and any unknown parties interested in the subject to be divided or disposed of in this suit and any unknown heirs of Ballie S. (Balsora) Wright, appear within ten (10) days after due publication of this Order in the Clerk's Office of our said Court and do what is necessary to protect their interests. It is further ordered that this Order be published once a week for four (4) successive weeks in the Suffolk News-Herald, a newspaper circulated in the County of Nansemond, State of Virginia, no newspaper being prescribed

by our said Court, and that a copy of this Order be posted on the front door of the Court House of Nansemond County, Virginia, on or before the next succeeding rule day and that another copy of this Order be mailed to the Defendant, Fletcher Archer, at his last known Post Office Address, which is given in the Affidavit.

Teste: JOHN HENRY POWELL,
Clerk.

Holland & Lovelace, p. q.

9-22,29; 10-6,13.

0361 22 SEP

Received of S. E. Everett and Hugh L. Holland, Special
Commissioners in Chancery suit of Edith Archer McWilliams et
al v. Ethel Naomi Sykes et als payment of the sum of Fifty
(\$50.00) Dollars in full payment of fee for services as
Commissioner in Chancery in the above styled suit.

Dated this 22nd day of December, 1930.

William M. Birdsong
Commissioner in Chancery.

Received of S. E. Everett and Hugh L. Holland, Special Commissioners in Chancery suit of Edith Archer McWilliams et al v. Ethel Naomi Sykes et als, payment of the sum of Fourteen and 90/100 (\$14.90) Dollars, in full payment of the Court cost in the above styled suit, per statement hereto attached.

Dated this day of December, 1930.

John H. Powell-Cleek.

Holland & Lovelace p. q.

Copy of Costs
Taxed in the Suit of:

Edith Archer McWilliams et al

vs. Chancery

Ethel Naomi Sykes, et als

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA

Writ Tax	1.50
Clerk	12.90
Sheriff	.50
Attorney	
Commissioner	
Printer, for Order of Publication, etc.	\$14.90
Deposit	

Date of Judgment or Final Decree Dec. 18 1920

Paid

Dec. 23 1920

John L. Price Clerk

Edith Archer McWilliams et al...
.....Complainants

V.

Ethel Naomi Sykes et als.....
.....Defendants

Receipts as shown by Report of
S. E. Everett and Hugh L.
Holland, Special Commissioners,
filed this 6th day of February 1931

*1931 Feb. 6. filed.
Jhm*

HOLLAND & LOVELACE
ATTORNEYS AT LAW
SUFFOLK, VIRGINIA