

In the name of God; Amen! I, Peter Toombs of King & Queen County, Virginia, hereby revoking all former wills, do make this my last will and testament, as follows, to wit:

Item: I give & bequeath to my daughter Ann Eliza, a feather bed and bedstead, and the sum of one hundred dollars.

Item. Having taken out a policy of Insurance, on my life, for the sum of \$5000, in the Piedmont & Arlington Life Ins. Company, with a view, mainly of securing the means for the education of my younger children, in the event of my death, which policy is upon its face, for the benefit of my wife and her children, I shall hereinafter give to my wife the sum of one thousand dollars, in lieu of any benefit which she might claim under said policy; and I direct that whatever sum may be realized from said policy, after deducting therefrom any proper demands, which the said Company may have against me, and all proper charges to which the same may be liable for administration, shall be invested by my son in law, Atwood C. Walker, (whom I hereby appoint a trustee to manage & dispose of the same, as herein after directed,) in some safe public securities, and that the same be held as a fund for the education of my children by my present wife and to provide them with clothing, while at school, and with board when boarded out at school, to which objects the interest or income annually arising from the said fund, so invested, shall be first applied, but if this should be insufficient, as I contemplate, at some time, it will be, then so much of the principal shall be used, annually, by a gradual reduction of ^{the} same, as may be necessary. I direct that the daughters shall be educated in the same manner & style that my daughters, by my first marriage, have been educated, and the sons shall be educated, in accordance with, their Mother's wishes, not expensively however, but substantially,

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from said policy, after deducting therefrom any proper
demands, which the said Company may have against
me, and all proper charges to which the same may be
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the same be held as a fund for the education of my
children by my present wife and to provide them
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fund, so invested, shall be first applied, but if this
should be insufficient, as I contemplate, at some
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shall be used, annually, by a gradual reduction
of ^{the} same, as may be necessary. I direct that the
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ner & style that my daughters, by my first mar-
riage, have been educated, and the sons shall
be educated, in accordance with their Mother's
wishes, not expensively however, but substantially,
and so as to fit them for any business in life, they
may wish to follow. Whenever the education of any
child shall be completed, its interest in the said
fund, for the time, shall cease, and whenever
the education of all of them shall be completed,
whatever portion of the said fund shall be then un-
expended, if any, shall be divided equally among
all my children, including those by my first
marriage.

Items: I give & bequeath to my wife Ann E. Toombs, the feather bed, and dead and under bed, in my chamber, and all the bed clothing customarily used with the same. I also give to her my buggy and harness & one horse, which she may choose for herself, from among the horses which I may leave, at my death, I also give to her the sum of one thousand dollars, to be paid to her out of the proceeds of sale of "Wood Farm" hereinafter directed, in lieu of any benefit which she might claim under my policy of Life Insurance, which I have heretofore disposed of, (which said bequests are absolute and without qualification or limitation) and in addition thereto, I lend to her, during her widowhood, for her own maintenance, & for the maintenance of my children by her, one third in value of all my estate, both real and personal, after taking thereout the bequests heretofore made, and the property and estate heretofore disposed of, and paying thereout all my debts and the costs & charges of administering my estate. I direct that my Executors shall sell my tract of land in Essex County called "Wood Farm", and the lot of land in King and Queen County, on the opposite side of the public road from the farm on which I reside, named by me "The Oaks" on which I have recently erected a store house and other buildings, at such times and on such terms, as in their discretion they may deem most advantageous for my estate; and I desire that my "Walnut Tree Spring" farm on which I reside, shall be sold also and if my wife shall consent to a sale of the same, then I direct the same to be sold also by my Executors, on such terms, and at such times as they may deem best. In the event of a sale of all these lands, there will be no difficulty in ascertaining the share of my estate to which my wife will be entitled under this clause of my will, but if the said lands should not be sold, because my Executors should not

dollars, to be paid to her out of the proceeds of sale of "Wood Farm" herein after directed, in lieu of any benefit which she might claim under my policy of Life Insurance, which I have heretofore disposed of, (which said bequests are absolute and without qualification or limitation) and in addition thereto, I lend to her, during her widowhood, for her own maintenance, & for the maintenance of my children by her, one third in value of all my estate, both real and personal, after taking thereout the bequests heretofore made, and the property and estate heretofore disposed of, and paying thereout all my debts and the costs & charges of administering my estate. I direct that my Executors shall sell my tract of land in Essex County called "Wood Farm", and the lot of land in King and Queen County, on the opposite side of the public road from the farm on which I reside, named by me, "The Oaks" on which I have recently erected a store house and other buildings, at such times and on such terms, as in their discretion they may deem most advantageous for my estate; and I desire that my "Walnut Tree Spring" farm on which I reside, shall be sold also and if my wife should consent to a sale of the same, then I direct the same to be sold also by my Executors, on such terms, and at such times as they may deem best. In the event of a sale of all these lands, there will be no difficulty in ascertaining the share of my estate to which my wife will be entitled under this clause of my will, but if the said lands should not be sold, because my Executors should not think the price or prices offered, sufficient, or from any other cause, or if only a part of the same should be sold, there may be some difficulty in ascertaining my wife's said share; to obviate which I direct that in estimating the value of my estate, so as to get at the one third thereof to which she will be entitled, during her widowhood, under this clause, any lands unsold

(21) at the time, shall be appraised by three disinterested persons, who shall be selected by my Executors and their appraisement shall be taken as the true value of the said lands, and they shall be so estimated, in ascertaining my wife's said third. I direct further, that if my wife shall desire it, she may take the "Walnut Tree Spring" farm, at appraisement, made as above directed, in part of her said third, or if the appraisement shall exceed the valuation of said third, then so much of the said farm, as shall, by appraisement, equal said third, shall be assigned to her, for said third, and the balance of said farm, if any, shall be sold by my Executors. If my wife should ~~not~~ consent to the sale of the "Walnut Tree Spring" farm, then I direct that such portion of her one third, given to her, for her widowhood, as may be necessary for the purpose, shall be invested, if she desire it, in a small place, such as she may think suitable for a home for herself and her children, which shall be subject to the provisions of this will as a part of ^{her} said third.

Item: I give & bequeath the same estate, referred to in the last preceding clause, (one third part of which I have given to my wife, so long as she remains my widow,) to all my children, including those by my former marriage, as well as those, by my present wife, to be equally divided among them, but the one third thereof, given to my wife, so long as she remains my widow, shall be included in the shares of my children by her, so that they shall have present possession only of so much of their said shares, as taken together with said one third shall make up their full shares, but as to the said one third, it shall be subject to the estate therein given to their mother, and they shall not be entitled to the possession of the same, until the said estate is determined by the death or marriage of their said mother.

But my daughters Betty and Ann Eliza shall

made as above directed, in part of her said third, or if the appraisement shall exceed the valuation of said third, then so much of the said farm, as shall, by appraisement, equal said third, shall be assigned to her, for said third, and the balance of said farm, if any, shall be sold by my Executors. If my wife should ~~consent~~ consent to the sale of the "Walnut Tree Spring" farm, then I direct that such portion of her one third, given to her, for her widowhood, as may be necessary for the purpose, shall be invested, if she desire it, in a small place, such as she may think suitable for a home for herself and her children, which shall be subject to the provisions of this will as a part of ^{the} said third.

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But my daughters Betty and Ann Eliza shall receive their full shares, in actual possession at the time of said division.

Item: Having sold to Howard Clark, a Tract of land, called "Maple Valley", supposed to contain one hundred acres, separated from the farm on which I reside by the public road,

in which land my daughters Betty and Ann Eliza are entitled to a certain share, I hereby declare that the bequests of his will to them are upon the express condition that they shall ratify the said sale and convey title as to their interest to the said Clark, whenever by the terms of his contract he is entitled to call for the said title, and if they shall fail to do so they shall forfeit all interest in my estate, and the shares otherwise given to them shall go to my other children to be divided equally among them; but they shall be entitled notwithstanding to claim as a debt due to them from the said Clark, if not paid to me, in my lifetime, their proportional shares of the purchase money of said land, or if the same ^{shall} have been paid to me, in my lifetime they shall be entitled to the same out of my estate as a debt due to them from me.

Item: As there may be a question whether my children by my first marriage, have the right to participate in the final division of any balance of the fund derived from my Life Insurance Policy herein before set apart for the education of my children by my last marriage, which may not be expended for that purpose, if on any event it should be decided that they have not such right, I hereby charge the portions of my estate given to my children by my last marriage, with such sums, to be contributed by them in equal proportions as shall make up to my children by my first marriage to be paid over to them, the amount which I have intended for them by the provision aforesaid of which they will thus be deprived. And I hereby declare the provision herein made for my wife to be in lieu of dower and all other legal claims out of my estate.

Item: I hereby appoint my son in law Alwood C. Walker, Guardian of my son Charles A. and direct that no funds of my estate be paid to him, or to any other person, but

title, and if they shall fail to do so they shall
forfeit all interest in my estate, and the shares
otherwise given to them shall go to my other children
to be divided equally among them; but they shall
be entitled notwithstanding to claim as a debt
due to them from the said Clark, if not paid to
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surance Policy herein before set apart for the
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which may not be expended for that purpose;
if on any event it should be decided that they
have not such right, I hereby charge the portions
of my estate given to my children by my last
marriage, with such sums, to be contributed
by them in equal proportions as shall make
up to my children by my first marriage, to
be paid over to them, the amount which I have
intended for them by the provisions aforesaid
of which they will thus be deprived. And
I hereby declare the provision herein made
for my wife to be in lieu of dower and all other
legal claims out of my estate.

Item: I hereby appoint my son in law A. Wood
C. Walker, Guardian of my son Charles
A, and direct that no funds of my estate
whether while in the hands of my executor
or after the same shall have been trans-
ferred to my children for their shares of
the same, and which may thus be in
the hands of their guardians - shall under
any circumstances be put out on private
security, or individual bonds, but wherever

goods are to be invested, they must be invested in public securities

Lastly- I appoint my friend J. H. C. Jones, and my son in law Alwood C. Walker, my Executors, and I direct that no security be required of them. I also direct that the Commissions on my estate be so divided between my said Executors as to give J. H. C. Jones two thirds of the same, and Alwood C. Walker, the remaining one third, and I further give to my friend J. H. C. Jones, fifty dollars as compensation for writing this will, & performing other services for me, not charged for by him and as a token of my esteem.

In Witness whereof I have hereunto subscribed my name and affixed my seal this 18th day of March 1841.

The words "and with board when boarded out at school" inserted on 1st page, & the words "whenever the estate" erased on 3rd page before signing

Peter Toombs (seal)

Witness
S. Griffin Faircleroy
Richard C. Atkins

I, Peter Toombs do make and ordain this codicil to my will, which bears date on the 14th day of March 1841. To wit:

Having by my will, directed my Executors to make sale of my real estate, I hereby further direct that until they shall effect the sales which they are authorized to make, they shall have power & authority to rent out the said real estate and otherwise to manage the same as a part of my estate.

Witness my hand & seal this 1st day of May 1841

Witness
The Testator being too infirm to

Peter Toombs (seal)
mark

and Alwood C. Walker, the remaining one third, and I further give to my friend H. C. Jones, fifty dollars as compensation for writing this will, & performing other services for me, not charged for by him and as a token of my esteem.

In Witness whereof I have hereunto subscribed my name and affixed my seal this 18th day of March 1841.

The words "and with board when boarded out at school" inter-

Peter Toombs (seal)

lined on 1st page, & the words "whenever the estate" erased on 3rd page before signing

Witness

J. Griffin Faculty Clergy
Richard C. Atkins

I, Peter Toombs do make and ordain this codicil to my will, which bears date on the 14th day of March 1841. To wit:

Having by my will, directed my Executors to make sale of my real estate, I hereby further direct that until they shall effect the sales which they are authorized to make, they shall have power & authority to rent out the said real estate and otherwise to manage the same as a part of my estate.

Witness my hand & seal this 1st day of May 1841

Witness

Peter Toombs (seal)
mark

The Testator being too infirm to write his own name the same was written by his request by H. C. Jones, and the same was then acknowledged, published, & declared by him as a codicil to his last will & testament in our presence, who in his presence & in the presence of each other subscribed our names hereto, as Witnesses J. H. C. Jones
R. C. Atkins

In King & Queen Circuit Court, May 24th 1841.

This last will and testament of Peter
^{and the Codicil annexed}
 Zombs dead, was offered for proof by J. H. C. Jones
 & Atwood C. Walker, the Executors therein named,
 & the said will was proved by the oaths of S. Griffin
 Fannulroy and Richard C. Atkins, the witnesses
 thereto subscribed, and the said Codicil was
 proved by the oaths of J. H. C. Jones and R. C. Atkins
 the subscribing witnesses thereto, and is ordered
 to be recorded; and on the motion of the said
 J. H. C. Jones and Atwood C. Walker the Executors therein
 named, who made oath thereto, entered into
 and acknowledged a separate bond, in the
 penalty of Thirty thousand dollars each, without
 security, conditioned according to law (the
 Testator having requested in his will that no
 security be required of his said Executors) cer-
 tificate is granted them for obtaining a probate
 of the same in due form.

Teste L. A. Tyler D.C.

Truly recorded

Teste

B. D. Taylor Clerk

Know all men by these presents, That J. H. C. Jones
 am held and firmly bound unto the Commonwealth
 of Virginia, in the sum of Thirty thousand dollars
 to the payment whereof will and truly to be made
 to the said Commonwealth of Virginia, we bind our
selves and each of us, our and each of our heirs,
 Executors, and administrators, jointly and severally,
 firmly by these presents, - Sealed with our seals,
 and dated this twenty seventh day of May, one
 thousand eight hundred, and twenty one -

The condition of the above obligation is such, that
 if the said J. H. C. Jones who has this day been
 admitted to qualify as Executor of the last will
 and testament of Peter Zombs dead, in the Circuit

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proved by the oaths of J. H. C. Jones and H. C. Alkner
the subscribing witnesses thereto, and is ordered
to be recorded; and on the motion of the said
J. H. C. Jones and Alwood C. Walker the Executors therein
named, who made oaths thereto, returned into
and acknowledged a separate bond, in the
penalty of thirty thousand dollars each, without
security, conditioned according to law (the
Testator having requested in his will that no
security be required of his said Executors) cer-
tificate is granted them for obtaining a probate
of the same in due form

Teste L. A. Tyler D.C.

Truly recorded

Teste

B. J. Taylor Clerk

Know all men by these presents, That J. H. C. Jones
am held and firmly bound unto the Commonwealth
of Virginia, in the sum of Thirty thousand dollars
to the payment whereof will and truly to be made
to the said Commonwealth of Virginia, we bind our
selves and each of us, our and each of our heirs,
Executors, and administrators, jointly and severally,
firmly by these presents, Sealed with our seals,
and dated this twenty seventh day of May, one
thousand eight hundred, and twenty one -

The condition of the above obligation is such, that
if the said J. H. C. Jones who has this day been
permitted to qualify as Executor of the last will
and testament of Peter Toombs died. in the Circuit
Court of King & Queen County, shall faithfully discharge
the duties of his said Office, then this obligation to be
void, or else to remain in full force

Signed, sealed, acknowledged and delivered
in the presence of

J. H. C. Jones (seal)

5) King and Queen County, to wit:

At a Circuit Court for the said County, held at the Courthouse, on the 27th day of May 1871: This Bond was acknowledged by the obligor therein, and ordered to be recorded

Justo

L. A. Tyler D.C.

Truly Recorded

Justo

B. F. Taylor C.R.

Know all men by these presents, That we Atwood C. Walker are held and firmly bound unto the Commonwealth of Virginia, in the sum of Thirty thousand dollars to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly, by these presents. Sealed with our seals, and dated this twenty seventh day of May, one thousand eight hundred and seventy one. The condition of the above obligation is such, that if the said Atwood C. Walker, who has this day been permitted to qualify as Executor of the last will and testament of Peter Trombly, deceased, in the Circuit Court of King & Queen County shall faithfully discharge the duties of his said office, then this obligation to be void, or else to remain in full force.

Signed, sealed, acknowledged }
and delivered in the presence of }

A. C. Walker (Seal)

King and Queen County, to wit:

At a Circuit Court for the said County, held at the Court house on the 27th day of May 1871. This bond was acknowledged by the obligor therein, and ordered to be recorded.

Justo

L. A. Tyler D.C.

Teste

L. A. Tyler D.C.
Truly Recorded

Teste

B. G. Taylor Sec

Know all men by these presents, That we Atwood C. Walker are held and firmly bound unto the Commonwealth of Virginia, in the sum of Thirty thousand dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly, by these presents. Sealed with our seals, and dated this twenty seventh day of May, one thousand eight hundred and twenty one. The condition of the above obligation is such, That if the said Atwood C. Walker, who has this day been permitted to qualify as Executor of the last will and testament of Peter Tromb, deceased, in the Circuit Court of King & Queen County shall faithfully discharge the duties of his said office, then this obligation to be void, or else to remain in full force.

Signed, sealed, acknowledged }
and delivered in the presence of }

A. C. Walker (seal)

King and Queen County, to wit:

At a Circuit Court for the said County, held at the Court house on the 27th day of May 1871. This bond was acknowledged by the obligor therein, and ordered to be recorded.

Teste

L. A. Tyler D.C.
Truly Recorded

Teste

B. G. Taylor Sec