

1847-010

SOUTHAMPTON COUNTY
CITANCERY PAPERS

REESE ^{val} VS. REESE'S ADM'R. etal

11/1847

N.B. Sheets pasted together + folded.

other SURNames: Harris,
McLemore, Prince

25 #13-

Reuses

n. } Papers

Reuses. ad. Ye

1844 Nov. Disrupted

Reeses

to: } Stat. Rules

Reeses adv. of

Edna Reese & Sarah Reese

v:

William Prince admor: of Edwin Reese, Robert J. Roberts Ann & Gmit F Reese
infant children of said Edwin

1845 October 26th Subpoena & Dece nisi issued -

" ^{November} ~~December~~ Rules. Sup^a ret^d Executed - Bill filed -

1846 Jan'y " - Cause set for hearing as to Dft. Prince admor.

" April " William Prince assigned g^d. ad litem to infant defendants - infants
answer filed - Gen: Rep: thereto -

" June - Set for hearing as to infants

" ^{Nov 2} ~~Nov 2~~ Leave to amend bill and cause sent to 1st Rules.

1847 Jan'y. R. Amended ~~bill~~ ^{bill} & process issued

" Feby " Process returned executed

" March " Cause set for hearing as to Dft Prince on amended bill

" Nov. 2. Leave to amend bill -

" May 2. Continued.

" Nov. Bill dismissed

Beuse Bill

2 } Exhibits

Beuse, adm. & c.

Oct. rules

13 & 15 (905 words)

To the Hon. Judge of the Circ. Sup. Court of Lanc. & Ch.
for the County of Southampton - In Chancery.
Humbly complaining shew your complainants Eden a
Purse and Sarah Purse, that sometime in the year 1842
their mother, Mary Purse of the County aforesaid died
having previously executed her last will and testament
in which she devised a certain tract of land to be sold
and the proceeds of sale, after the payment her just debts
to be equally divided between her three children, to wit
your complainants, Eden a and Sarah and Thomas Purse
and appointed in her said will, Edwin Purse, another
brother of your complainants, her executor. All of
which will appear by a copy of said will herewith
filed as part of this bill. Your complainants further
state, that said Edwin Purse never qualified on the estate
of said Mary, nor has any one qualified, that your Com-
plainants and the said Thomas Purse elected to take the
land devised as aforesaid, and pay the debts of the estate
and having so elected, in October 1842, they sold said land
in a body to said Edwin Purse, for the sum of four
hundred sixty five dollars. That said Edwin Purse, paid
to the said Thomas his portion of the proceeds of sale and
received from him a deed for his interest in said land
and also executed to the said Sarah Purse, his bond for
her portion of the proceeds, in the sum of \$128.33, which
is herewith filed. That sometime afterwards in the year 1843
or 1844, the said Edwin died without ever taking a deed
from either of your complainants, or paying either of
them their portion of the proceeds of sale of said land
Your complainants state, that there was no written agree-
ment for the sale of said land, but that said Edwin took
possession of it; and was never prepared for payment by
them, being a man of avarice, who was always ready and
anxious to execute him a deed for their interest in
said land whenever he should comply with the terms of

Reverend

2 } Amended
Bill

Reverend, advise

1847 January Rules

To the Hon. Judge of the Cir. Sup. Court of Law & Chancery
for the County of Southampton - In Chancery -

Your complainants Edwin Reese and Sarah Reese
having filed their bill in chancery sometime since, humbly
state by way of amendment of their said bill, that the said
Edwin Reese was in possession of the said tract of land
in the bill mentioned, at the time it was sold: and they
charge that the said Edwin remained and continued in
possession of said land, after the sale, and used and treated
it as his own property, by virtue of the contract of sale
stated in said bill - That said Edwin after Oct: 1842, at which
time the sale took place, took off of said land ~~an~~
quantity of timber and sold the same as his own property
and up to his death in the year 1843 or 1844, universally
regarded and treated the said tract of land as his own pro-
-perty - Your complainants further state that the said
Thomas Reese, in his will referred to in said bill and
filed therewith, directed the said tract of land to be sold
and after payment of her debts, the proceeds to be divided
between your complainants and the said Thomas Reese.
That the parties interested elected to take the land and pay
all of the said charges, debts; one of which to the amount
of \$80 - was due the said Edwin Reese - That after the said
Edwin purchased the land at the sum of \$465, the debt
due the said Edwin was extinguished, in a settlement between
them, which left the sum of \$385 - due your complainants
and the said Thomas Reese, the portion of each one
being \$128.33, as claimed - Your complainants submit to you
however, whether the fact just stated, and the fact that the
said Edwin Reese, continued in possession of land after
the sale, by virtue thereof, taken in connection with the
further post-performance of the contract, by the said
Edwin in paying the said Thomas Reese his portion of
the purchase money, and receiving from him a deed
for his interest in the land, which is herewith filed
as a part of this bill, are not sufficient to induce
a Court of Chancery to compel a specific execution of
the said contract of sale, in favor of your complainants

the other parties interested. Your Complaints also state that the said Edwin Pearce died in 1843, or 44, not having paid to them or either of them their portion of the purchase money for said land or received from them a deed for their interest in said land, and left at his death but ~~them~~ ~~children~~ to wit Robert T. Robert A. Ann and Emmet. & Pearce all infants still living, and that William Primer qualified as the adm: of the said Edwin, who now refuses, and has refused at all times, since the death of the said Edwin to pay to your complainants their portion of the purchase money to wit the sum of \$128.33, with int, to each one of them, and receive from them a deed for their part in the land all of which is contrary to equity & justice. In consideration of the premises, your complainants pray that the said William Primer adm: of Edwin Pearce, and the said Robert T. Robert A. Ann and Emmet. & Pearce, the last three of whom are infants, by some fit and proper person to defend them, be made defendants to this bill. And they assume the same, and that the said defendant adm: be compelled to execute the said contract of sale, by paying to each of your complainants the sum of \$128.33. with int- from the 3^d of Nov: 1843, your complainants being willing and now offering to do whatever may be required of them in the premises by your Honor. And that your Honor will grant them such other and general relief as the justice of their case may require and they will so pray - &

Priddy & Goodwyn
attys

Reuse
" } Answer
Reuses adm. &c

Too late to be [illegible]

The Dy. Prins, pres ~~thence~~ adopts this answer, as the
answer to the amended Bill

continued by
Gen. Murphy. also.

Rece
" } Answer
Rece's adm. &c

Too late to be paid

To The Hon. Richard H. Baker. Judge of the Circuit Court.
County of Linn & Chancery for the County of Southampton.

The answer of William Davis to a
Bill exhibited against ^{him} the adv. of Edwin
Ruse, and others, in this County of Linn and
Sarah Ruse.

This respondent saying and answering &c. for answer to
so much of the Plffs. bill as he is advised, it is materi-
al he should answer. Says - That he believes Nancy
Ruse after making the will exhibiting aforesaid this
life - That she left her land to be sold by her Exor.
That no executor has as yet qualified - though someone
a proper bill alone could be made in the land -
That Edwin Ruse in his lifetime bought the interest
of Thomas Ruse in the S. Land and he is informed
paid him for it - That the Bond filed by the Plffs
for the sum of \$128.33. may be for the purchase of
his interest in the lands of Nancy Ruse, but it is a
little curious, that ^{she} should state that the land was
sold for \$465 - and she being indebted to one third
should take a bond for \$128.33.

That no contract - note or memorandum in
writing for the sale and purchase of the land
was ever made ~~with~~ with Sarah Ruse - and
certainly not - with Edna Ruse one of the Comps.
and as such your respondent is advised that the
contract was not binding on his rights to - and
of course not on himself.

Your respondent further states, that the Plffs. have
induced me and for the land which they each pretend
to have sold to Edwin Ruse. and that he would
not be willing to pay, either till that is done -

He prays your Honor to dismiss the bill of the
Plffs. ~~as~~ they state, no case sufficient to

maintain this suit. He admits, that he
qualified as the adv. of Edwin Reed - and having
assumed facts to be true as misapprehension.

Chas. Snodgrass for Def.

Gaustampson leaves to suit.

This day William Reed
adv. of Edwin Reed personally appeared before
me a Justice of the Peace for the county of
said and made oath that the foregoing ~~plea~~
contains the truth to the best of his knowledge
and belief.

Given under my hand this 21st day of
July 1846.

J. J. Risley J.P.

The mission is paid and accepted as the answer
of the infants to this amount of bill

compensation, given
as return to the infant

Reese
to
Reese { John over of 1846

1846 Edward Reese

Reese

6 { To the Hon. Richard H. Baker Judge of the Circuit
Reese } Sup. Court of Law & Chancery for the County of
Louisiana.

The answer of Robert T. Robert A. Ann, and Emit T. Reese infants by William Prince their guardian ad litem to a bill exhibited against them & others by Sarah Reese and Edna Reese

These depts saving and reserving so for answer, says that he believes it is true that Nancy Reese after making the will exhibited departed this life and that she left her land to be sold by her Exor, and that Edwin Reese in his lifetime bought the interest of Thomas Reese in the said land that he is not acquainted with the other allegations in the bill of the Pltffs, and submits the interest of the infants to the judgment and protection of the court, and having answered prays here dismissed &c

Chas. H. Smalesburg, for Depts

These

To be entered
R H B.

1847 November Term

Reese

i

Reese adm:

Deem

Nov. Term 1847

This day this cause came on to be
original & amended bills
read on the ~~last amended bill~~ ^{not exhibits filed} ~~for the~~ ^{examination} ~~clerk~~
ants, replications thereto and ~~affidavits~~ ^{examinations} of witnesses, and
was argued by counsel On consideration whereof the
Court doth adjudge order and decree that the plaintiffs
be dismissed and that each party pay his own costs
^{incurred} in the prosecution of this suit.

Bill dismissed each
party paying his own
costs. R.H.D.

Prinse

2

Prinse admr

Secree

This day this cause came on to be heard on the bill, amended bill and exhibits therewith, answers of the Defendants ^{and applications thereto} and dispositions of witnesses, and was argued by counsel. On consideration whereof the Court doth adjudge order and decree that William Prinse admr of Edwin Prinse doth out of the assets of said intestate, pay unto Edwin Prinse the sum of one hundred twenty eight dollars and 33/100 with int thereon from the 3^d of November 1843; and that he also pay out of the assets of his said intestate, unto Sarah Prinse, a like sum with like interest; together with the costs of this suit. But the said Edwin and the said Sarah Prinse are not to receive any benefit from this decree until they shall have entered into a deed conveying their interest in the land mentioned in the bill to the said infant heirs of the said Edwin Prinse to wit Robert L. Proberts A and Emma F. Prinse.

2

1886

Russ

to } Spa in ch

Russ amon & p

1845 November Term

Executed

B Woodruff Deputy of
Jamil B Hines Sheriff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *William Prince & minor of Edwin Reese, Robert T. Robert Ann & Emmet F. Reese*

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery for the County of Southampton, at the Rules to be holden for the said Court on the first Monday in *November* next, to answer a Bill in Chancery exhibited against *them* in the said Court by *Edna Reese & Sarah Reese*

And unless *they* shall answer the said Bill within ^{*two*} ~~four~~ months thereafter, the Court will take the same for confessed, and decree accordingly. And this *they* shall in no wise omit, under the penalty of £100. And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-house, the *26* day of *October* 1845, in the *70th* year of the Commonwealth.

L R Edwards Clk

[One Copy to be delivered each Defendant.]

to S. L.

Reuses

to } Sp. in Chy

Reuses ad. 80

1847 February Rules

Executed

by William Prentiss

& others

John Barkham

Depts. of Jacob Barnes

Thyff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *William Prince admor. of Edwin Reese dec. Robert F. Reese, Robert Ann Reese & Emmitt F. Reese*

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery for the County of Southampton, at the Rules to be holden for the said Court on the first Monday in *February* — next, to answer ^{*an amended*} Bill in Chancery exhibited against *them* in the said Court by *Edna Reese & Sarah Reese*

And unless *they* shall answer the said Bill within ^{*two*} ~~four~~ months thereafter, the Court will take the same for confessed, and decree accordingly. And this *they* shall in no wise omit, under the penalty of £100. And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-house, the *4th* day of

January 1847, in the *71st* year of the Commonwealth.

L. R. Edwards Clk

[One Copy to be delivered each Defendant.]

Ruse

✓ } Deposition

Russ ~~new~~

Came to hand sealed Apr 20

1846

Deposition of Joel Harris, William Harris and Alexander Medemore, taken before me a (JP) for the County of Southampton, pursuant to notice, at the store house of S. J. Drury, to be read as evidence in a certain suit or controversy now pending and undetermined in the Circuit Superior Court of Law and Chancery for the County of Southampton, on the Chancery Side of said Court, wherein Edna Reese and Sarah Reese are Complainants and William Prince adts of Edwin Reese, and the children of W. E. Reese by their next friend are Defs.

Joel Harris being duly sworn - deposes as follows - Mr. Edwin Reese came to my house some ^{time} last February or March twelve months ago, and while there said to me he wished he had one hundred dollars, that he might ease Edna. I said to him at the time what for Mr. Reese. that you might pay her for the land. yes was his reply. I then said to him why don't you and they make some arrangements about that affair, I heard Miss Edna say if you would give her your bond, and pay of a small note she held against you, she would indulge you. If you would pay her the interest, why says he I have paid her already the interest excepting one dollar, deponent says, the said Edwin Reese some time before this conversation came to his house with a deed which he believed to be the same which is here annexed, and request him to witness the same which he refused to do, not wishing to run to the Clerk's office to prove the same.

Question by the plaintiffs - did Edwin Reese exercise an ownership over this land, either by cultivation or disposing of timber on the same since the sale. I had reasons to believe he did, both from seeing over the land with Mr. Wm. Prince. he pointed out two trees which he said Mr. Reese gave him in his lifetime.

And by the same. do you know anything respecting an eighty dollar bond which Edwin Reese held vs. his mother - Ans. all that he knew was he heard Wm. Prince the Adm'r of Edwin Reese say that there was such a bond and ^{that} he had it in his possession - further the deponent says nothing.

Joel Harris

William Harris being duly sworn. says. he was at the sale of the land, and was a bidder for the same, that the land was struck off to Edwin Deere at the sum of Four hundred, and sixty five dollars, after this the parties presented a deed to him by the and requesting him to witness it, which he declined. on account of not wishing to ride to the Clerk's office. the witness being questioned states that Miss Edna and Thos. Deere was the parties requesting him to witness it, and further states that Edwin ^{Deere} came to his father's house in company with Thos. and Edna Deere. for the purpose as he believes to have the deed witnessed. further the deponent says etc not

William P Harris

Alexander McClenore being duly sworn. says he was at the sale of the land and Edwin Deere became the purchaser at public auction, but does not recollect the amount it was bid of. at test by the deponent. do you know whether or not Edwin Deere had the said land in possession before the death of his mother. A. I know he made crops on the land. but do not know ^{whether or not} the renters or in what way he was in possession of it. further the deponent says etc not.

sworn to and subscribed before
me this 18 day April 1846

Saml. Deery. J.P.

Alexander ^{his} M. Lenore
mark.

This Indenture made this day of
in the Year of our Lord One thousand Eight hundred
and sixty three. between Tho: L. Reese Edna Reese
and Sarah Reese of the County of Southampton and
state of Virginia of the first part. and Edwin T. Reese
of the the said County and state of the other part
Witnesseth that Tho: L. Reese and in consideration of the sum of
Four hundred and sixty five dollars. and for the further
consideration of one dollar in hand paid by the said Edwin
T. Reese. the receipt whereof is here by fully acknowledged
they the said Thomas L. Reese. Edna Reese and Sarah
Reese (legatee of Henry Reese decd) as by these presents
bargain and sell unto Edwin T. Reese a certain tract or
parcel of Land lying and being in the County of Southamp-
ton and bounded on the north by the
on the west by the lands of
by the land of
containing
and East by the lands of
acres be the same more or
less. which to appear more full it may be said it is the
tract or parcel of Land which Henry Reese decd seized
and possessed. in the south. which said Land with all its
improvements and benefits therunto belonging. we the said
Tho: L. Reese. Edna Reese and Sarah do for themselves their
Heirs Executors or assigns Manant ^{and assigns} unto the said Edwin T.
Reese. his heirs and assigns forever the right and title of the
said Land and appurtenances against the claim or claims
of any person or persons whatever. As Witness our hands
and seals this day and Year above written.

Signed sealed and acknowledged
in the presence of

Thomas Sinner

John P. Sinner

Thos L Reese

Sarah Reese

Edna Reese

Nancy Russ Will

Russ

v. } Exhibit with Bill.

Russ ad. ye

In the name of God. Amen. I Nancy Reese of the County of South-
ampton, being in a low state of health but of sound mind and memory for
which I am thankful to Almighty God, but calling to mind the uncertainty of
life and the certainty of approaching death do think proper to make my
last Will and testament in the following manner Viz.

Imprimis. I give my soul to God that gave it me in hope of a blessed
resurrection thro Christ my Lord and my body I commend to the earth
to be decently buried, and as to my worldly goods I dispose of them as
follows.

Item. It is my Will and desire that my land should be sold and after my
just debts are paid - the balance of the proceeds I wish equally divided
between my son Thomas L Reese and my two daughters Edny & Sarah
Reese to them and their heirs forever.

Lastly. I do nominate and appoint my son Edwin Reese my Executor of
this my last Will and testament revoking all former Wills by me heretofore
made and making this and no other to be my last Will and Testament
In Witness whereof I have hereunto set my hand and Seal this 26 day
of May 1842.

Acknowledged in presence of

Henry Mason

Charles Ivey

Mary L Harris

Isaac H Davis

Nancy Reese (Seal)

At a Court held for the County of Southampton the 21st day of November 1842.
This last Will and Testament of Nancy Reese dec^d was proved by the oaths of
Charles Ivey a witness thereto and having been before proved by the oaths of
Henry Mason another witness thereto is ordered to be recorded.

Teste. J R Edwards *cl*

Attesty.

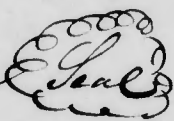
Teste. J R Edwards *cl*

C. J. Reese
To ^{my} Note
Sarah Reese
\$128.33

Reese's
in } Filed with
bill
Reese acc.

\$124.33 On demand the 3rd of November next I promise to—
pay or cause to be paid unto Sarah (Reese her heirs
or assigns the just and full sum of one hundred
and twenty eight dollars and $\frac{33}{100}$ for value received
as witness my hand and seal this 30th of March one
thousand eight and forty three

Witness
R. H. Parker

Edwin. J. Reese 

Reuss

v. } Filed with Bill

Reuss and Geo

Southampton County Court. May 19th 1845.

On the motion of William Prince who made oath and together with John Drury and Joseph H Prince his securities entered into and acknowledged a bond in the penalty of six hundred dollars conditioned as the law directs certificate is granted herein for obtaining letters of administration on the estate of Edwin Reese deceased in due form.

Attest -

Teste L. R. Edwards C. C.

Reese
vs
Reese adte } Note.

The Pltffs. insist that facts are established sufficient to show such a part performance of the Contract as to entitle them to recover. By the depositions of Joel Harris & William Harris they prove that a deed was prepared and would have been executed, but for the refusal of the Deponents to ~~execute~~ the deed. They also prove that E. Reese the purchaser at public auction took possession of the land cultivated and exercised other acts of ownership over it. They also prove that one of the heirs to wit. Thomas Reese has been paid off and that a bond was executed to Sarah Reese for her part of the purchase money. And in connection with this bond to Sarah Reese of \$128-33 - they show that the land was bid off at \$465 = from this deduct \$80-00 the amount of a bond due to Edwin Reese by his mother, the Testatrix, (which is proven by the adte Prince's admission to one of the witnesses) and there still remained due to wit the Pltffs Edna & Sarah Reese & Tom Reese, the sum of \$385-00 - which divided by three, gives the amount of Sarah Reese's bond (\$128 ³³/₁₀₀) this explains the difficulty suggested in the Defts answer - If then the Proofs above are sufficient to prove such a part performance as will entitle them to a specific execution of the Contract. and they think that a abundant authority might be furnished, if the Counsel had access to

the books - they then ask a decree for a specific performance - That is, a decree against Thomas the 2d, for \$128.33 with interest to be paid Sarah Reese and a like amount to be decreed to Edna Reese. The Plffs are in the vice then reading to execute a deed to the purchaser. The Plffs invite attention to the admission of E Reese made to our witness that he had regularly paid the interest - R and insist that this part of the evidence binds the court -

The deft. submits that the evidence in the case does not prove that any note or memorandum in writing was introduced into, between, the Plffs Edna Reese and the deft. witness - only by any person authorized by the said ^{Edna Reese} and makes that is proved. The Plffs can not succeed. They get ~~proof~~ and rely on as part performance. It is not sufficient to be sufficient to bind a court of Equity to impose a specific performance. The possession of the land, might & probably, may, in some other character, and by other means, than being a purchase from the Plff. Edna Reese - in fact - he was a purchaser from Thomas. and the land being sold, he took possession. The sum of the Plff. Sarah if she is entitled, to any thing, in her bond, is complete at law. and the court will not hesitate to award the bill as to Sarah Reese.

Chas.

note by Plffs -

The deft. having become a bidder at the sale & also a purchaser shows that he surrendered his former possession and held the land afterwards in his character of purchaser - if this be so, his exercising acts of ownership over the land (as there is evidence to prove) is such a part performance as to warrant a Court of Equity in decreeing a specific performance.

R & G.