1920-030 Chancery Causes: Rufus Bell vs Edward T. Nottingham, P P. Nottingham 341

Dsl of Wright County v Fannie Nottingham

other surnames: Minga

E. H. WILLIAMS
ATTORNEY-AT-LAW
SMITHFIELD, VIRGINIA

June 14th. Memo filed: Process for P. P. Nottingham and Fanny Nottingham issued. Affidavit of non residence as to Edward T. Nottingham filed. Lis pendens filed and entered of record. Order publication issued, entered, and sent to Smithfield Times for publication. Bill filed: Second June Rules, 1920: Continued on process and on order publication. Third June Rules: Continued. Second July Rules, 1920: Order publication executed, cause set for hearing as to Edward T. Nottingham. Second Aug. Rules: Cont'd. Third Aug. Rules: Contd. Second Sept. Rules: Contd. 1st. Oct. Rules: Contd. 2nd. Oct. Rules: Cont'd. Nov. 5th. Process for Fanny Nottingham and P. P. Nottingham issued returnable to Second Nov. Rules. Nov. 11th. Process served against P. P. Nottingham and Fanny Nottingham returned executed. Nov. 21st. (2nd. November Rules) Process returned executed; Bill filed, decree nisi. December 3rd. 1920; Cause set down for hearing.			RUFUS SMITH PLAINTIFF, VS) IN CHANCERY.

Received of Rufus Bell $2[illegible].00, on land deeded to me from E. C. Minga and wife-

He is to pay $25.00 a year until $150.00 with six percent (6%) interest are paid-

Dr. P. P. Nottingham.

January 27,-14

Nottingham, P. P. Nottingham and Fannie Nottingham may be made parties defendant to this bill and be required to answer the same on oath; that proper process may be issued; that all proper orders, inquiries and decrees may be made; and that all such other, further and general relief may be awarded your Complainant as the nature of his case may require or to equity and good conscience shall seem meet,

And your Complainant will ever pray, etc.,

Baltimore, Maryland, for the purpose of defeating your Complainant's just claims to the said land, and in pursuance of the said collusive agreement the said P. P. Nottingham by his deed bearing date of June 27th, 1917, and of record in deed book 67, page 195, conveyed the said land to the said Edward T. Nottingham.

Your Complainant alleges that the said deed was without a valuable consideration and that the said Edward T. Nottingham had notice of your Complainant's equities in the said land.

Your Complainant believes and so charges that the said Edward T. Nottingham has reconveyed the said land to the said P. P. Nottingham and that the said P. P. Nottingham has at all times been in a position to comply with the terms of his contract with your said Complainant.

In tender consideration whereof, your Complainant being remediless save in a Court of equity, and herewith again tendering the balance due on the purchase price of the said land and hereby offering to fully perform all the provisions of the said contract which was to be performed by your said Complainant, the said Complainant prays that the said P. P. Nottingham may be compelled on his part to perform and comply with his contract aforesaid; to execute and deliver to your said Complainant a good and sufficient deed in fee simple and with covenents of general warranty for the land aforesaid; that if it should be ascertained that the said Edward T. Nottingham has not reconveyed the said land to the said P. P. Nottingham that then the Court may declare the deed of June 27th, 1917, from P. P. Nottingham and wife to Edward T. Nottingham for the land aforesaid, null and void and of no effect or else compel the said Edward T. Nottingham to convey the said land to your said Complainant; that the said Edward T.

payments bearing interest at the rate of six percentum per annum; a copy of the said contract is herewith filed marked "Exhibit B" and made a part of this bill.

That in pursuance of the said agreement and by and with the consent of the said P. P. Nottingham your complainant entered into and has retained possession of the said land.

That your said Complainant paid to the said P. P. Nottingham the annual payments for the years of 1915, 1916, and 1917, and tended to the said P. P. Nottingham payment for the amounts due in 1918 and 1919.

That the said P. P. Nottingham refused to accept the last two payments due on the said land not withstanding the fact that the said payments were tended on or before their due date;

That the said P. P. Nottingham at the time of the making of the contract of sale above mentioned agreed upon the payment of the deferred payments to execute and deliver to the said Complainant a good and sufficient deed, in fee simple, duly signed and acknowledged by himself and his wife, with covenants of general warranty for the land afore said;

But your Complainant avers that the said P. P. Nottingham although he has often been tended of all the balance due on the purchase price has refused and still doth refuse to execute and deliver to your Complainant a good and sufficient deed in fee simple and with covenants of general warranty for the land aforesaid;

Your Complainant alleges and so charges that the said P. P. Nottingham in order to defeat specific performance of his contract with your Complainant, entered into collusion with his Cousin, one Edward T. Nottingham, of the City of

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA.

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RUFUS BELL,.....Plaintiff,

VS) In Chancery.

EDWARD T. NOTTINGHAM, P. P. NOTTINGHAM, AND FANNIE NOTTINGHAM,.....Defendants.

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TO THE HONORABLE B. D. WHITE, JUDGE OF THE SAID COURT:

Your Complainant, Rufus Bell, respectfully showeth unto the Court the following case:

That on the 27th day of January, 1914, the said P. P. Nottingham, being seized and possessed in fee simple of all that certain tract, piece or parcel of land, lying, being and situate in the County of Isle of Wight, Virginia, containing one acre, more or less, and bounded on the East by the lands of F. R. Brock; on the South by the lands of George Monroe; on the West by the Main road leading from Carrollton to Rescue; and on the North by_____ _____. It being in all respects the same land which was conveyed to the said P. P. Nottingham by deed from E. C. Minga, said deed bearing date of September 22nd, 1912, and of record in the Clerk's Office of this Court in Deed Book 85, page 256, a copy of the said deed being hereto attached marked "Exhibit A" and made a part of this bill; and being so seized of the property aforesaid the said P. P. Nottingham contracted, in writing, to and with your said Complainant to sell to him the land aforesaid for the sum of ONE HUNDRED AND FIFTY DOLLARS ($150.00) of which said sum the sum of Twenty-five dollars ($25.00) was paid in cash on the said day of January 27th, 1914, and the residue of the said sum was payable in annual installments of twenty-five dollars each, said deferred

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Bell

vs) Chancery. No. 340

Nottingham et als.

Subpoena

Ret'd filed 11/11/20

Executed the within Subpoena
Nov. 1920 by serving a true copy
of same on C.P. Nottingham for self and Fany Nottingham
Within the County of Isle of Wight.
H. Jay, Chapman
D. S

Executed the within warrant this the
day of 191 by serving a true copy
of same on
Within the County of Isle of Wight.

Sheriff.

D. S

COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF THE COUNTY OF ISLE OF WIGHT, GREETING:

We command you that you summon P. P. Nottingham and Fanny Nottinghap. at appear at the Clerk's Office of the Circuit Court for our County of Isle of Wight, at the rules to be holden therefor, on the third Monday in November, 1920, to answer a bill in chancery filed against them by Rufus Bell. And have then and there this writ.

Witness, R. A. Edwards, Clerk of said court, at the Courthouse this 5th. day of November, 1920.

R. A. Edwards. Clerk.

E. H. Williams, p.q.

Bell
vs Lis pendens Cy. 34
Nothingham et ux

Entered of record
June 14, 1920
M L B 1 page 13

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, VIRGINIA.

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RUFUS BELL,..... .....Plaintiff.

Vs(In Chancery,

EDWARD T. NOTTINGHAM, P. P. NOTTINGHAM AND FANNY NOTTINGHAM,.....Defendants.

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The general object of the foregoing suit now pending in the above named Court under the style above given is to compel a specific performance of a certain contract of conveyance of all that certain tract, piece, or parcel of land, lying, being and situate in the County of Isle of Wight, State of Virginia, and bounded by the lands of F. R. Brock, George Monroe, et als, and being the same land which was conveyed by deed of E. C. Mingo, et ux, to P. P. Nottingham, said deed being of record in the Clerk's Office of the said County in Deed BOOK 85, page 256.

Given under my hand this 11th day of June, 1920

Rufus Bell

STATE OF VIRGINIA.

COUNTY OF ISLE OF WIGHT, TO WIT:

I, E. H. WILLIAMS, a Commissioner in Chancery, in the Circuit Court of the County aforesaid, State of Virginia, do hereby certify that Rufus Bell, whose name is signed to the above writing, has acknowledged the same before me in my said County.

Given under my hand this 11th day of June, 1920.

E. H. Williams
Commissioner in Chancery.

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight June 14th. 1920, this lis pendens was received and entered of record at nine o'clock A.M.

Teste, O. W. Johnson Clerk.

Bell
x f Cy- No 348
Nottingham et ales

Affidavit for O.S.
Dated June 14. 1920

RUFUS BELL,.....Plaintiff,

VS (In Chancery,

EDWARD T. NOTTINGHAM, P. P. NOTTINGHAM, AND FANNY NOTTINGHA M,.....Defendants.

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STATE OF VIRGINIA,

COUNTY OF ISLE OF WIGHT, TO-WIT:

This day Rufus Bell, the above named plaintiff, personally appeared before me, E. H. Williams, a Commissioner in Chancery, of the Circuit Court of the County of Isle of Wight, State of Virginia, in my County aforesaid and made oath that Edward T. Nottingham, one of the said Defendants is a non-resident of the State of Virginia, and that his last known Post Office address was Baltimore, Maryland.

Given under my hand this 14th day of June, 1920.

E. H. Williams

Commissioner in Chancery.

Bill
x/ Cy. No 341
Nottingham et ux

Copy of Order Pulen
Filed with papers
June 14, 1920

A copy of the within order was this day entered, a copy posted at the front door of the Court-house- a copy filed with the papers (this) and a copy mailed to defendant Edward T. Nottingham, Baltimore, Maryland.

Teste, _____ Clerk.

COB 7 / 557

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT JUNE 14TH. 1920.

Rufus Bell,.....Complainant

vs) Chancery. No. 340.

Edward T. Nottingham, P. P. Nottingham and Fanny Nottingham,.....Defendants.

The object of the above styled suit is for the complainant to obtain specific performance of a certain contract for the conveyance of a certain small tract of land located in the County of Isle of Wight, Virginia, and bounded by the lands of F. R. Brock et als. And it appearing from an affidavit, made and filed, according to law, that Edward T. Nottingham, one of said defendants, is not a resident of the State of Virginia, and that his last known post office address was Baltimore, Maryland, it is ordered that the said Edward T. Nottingham do appear here within ten days after due publication hereof, and do what may be necessary to protect his interest.

A copy,
Testem [signature] Clerk.

E. R. Williams, p.q.

OFFICE OF SMITHFIELD TIMES.

Smithfield, Va. October 30. 1920

I hereby certify that the order of which the annexed is a copy, has been published in SMITHFIELD TIMES, in the manner prescribed by law, once a week for four successive weeks, beginning June 18 1920, and ending July 9, 1920.

Neil A Gardiner
Editor Smithfield Times.

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, JUNE 14th, 1920.

Rufus Bell.....Complainant

vs.

Edward T. Nottingham, P. P. Nottingham and Fanny Nottingham .....Defendants

CHANCERY. NO. 340.

The object of the above styled suit is for the complainant to obtain specific performance of a certain contract for the conveyance of a certain small tract of land located in the County of Isle of Wight, Virginia, and bounded by the lands of F. R. Brock et als. And it appearing from an affidavit, made and filed, according to law, that Edward T. Nottingham, one of said defendants, is not a resident of the State of Virginia, and that his last known post office address was Baltimore, Maryland, it is ordered that the said Edward T. Nottingham do appear here within tn dys after due publication hereof, and do what may be necessary to protect his interest.

A copy, Teste:

A. S JOHNSON, Clerk.

E. H. WILLIAMS, p. q.

6.30

Ruth Bell
vs
Cy. No. 3411
E. T. Nottingham.

Copy of Trustee's Deed
on Ob

Deed June 11/1970

Bell
x ½ Cy - No 348
Nottingham Hall

Memorandum
Filed June 14, 1920

TO THE CLERK OF THE CIRCUIT COURT OF THE COUNTY OF

ISLE OF WIGHT, VIRGINIA.

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RUFUS BELL,.....Plaintiff,

VS (In Chancery.

EDWARD T. NOTTINGHAM, P. P. NOTTINGHAM, AND FANNY NOTTINGHAM, ...Defendants,

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Issue summons to Second June Rules, 1920, for said Plaintiff against said Defendant to answer the said plaintiff a bill in Chancery.

E. H. Williams pq.