

1873-004
Nansemond Co. (Suffolk)

Chancery Causes: Albert Davis vs Alexander Savage etc

Lee, Cropper, Mansfield

OVERSIZED:
Box 2
- 1 broadside

Costs

Clerk	15:00
Atto: Day	31:00
Shf: Hams	1:00
Serpt: Hays: City	50
Cummr: (Prints)	10:00
Witthens for talk	
books:	5:00
Printer "Sun"	7:50
	\$70:00

Book

Know all Men by these Presents, That we *John R. Kilby*
and Charles Sharp, and Wallace Kilby

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the sum of *Twelve*
thousand dollars

Dollars; for the payment thereof, well and truly to be made to the said Commonwealth, 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 *10th* day of *August* 1871, in the
96th year of the Commonwealth.

THE CONDITION OF THIS OBLIGATION IS, That if the said *John R. Kilby and*
Charles Sharp, shall well, truly & faithfully discharge
the duties required of them by a decree of the Circuit
Court of Hanover County, made on the *12th* day of
April 1871, in a cause pending in said Court
wherein *Albert Davis* is plaintiff, and *Alexander*
Savage, E. E. Lee, and Abolom P. Copper, and R. B.
Copper his wife and L. S. Copper and J. E. Copper
are defendants

~~shall faithfully discharge the duties of~~ said trust,

~~_____~~ aforesaid, then this Obligation to be void, else to
remain in full force.

Acknowledged in presence of

John R. Kilby — [SEAL.]
Charles Sharp (SEAL.)
Wallace Kilby (SEAL.)
____ (SEAL.)
____ (SEAL.)
____ (SEAL.)
____ (SEAL.)
____ (SEAL.)

John R. Kelly &
Chs. Sharp Comrs
to } ^{Comrs} Bond.
Comth.

Filed 10 Aug 1871

Car. Ct.

Know all men by These Presents, that we, Albert Davis, and Charles Sharp are held and firmly bound unto the Commonwealth of Virginia, in the sum of Five Hundred Dollars, to the payment whereof, well and truly to be made to the said Commonwealth, 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 5th day of August, in the year of our Lord One thousand eight hundred and seventy, and in the 95th Year of the Commonwealth.

The Condition of the above obligation is such, that Whereas, the said Albert Davis hath obtained from the Honorable W. St. Burroughs, City Judge of Norfolk City, an Injunction restraining and inhibiting E. E. Lee, his servants and agents and all other persons from making sale of the tract of land called "Town Point", either under or in pursuance of the notice mentioned and published in the "Christian Sun" of the 22nd day of July, A.D. 1870 or otherwise, and from farther continuing the publication of the said notice until the further order of the Circuit Court of Hanover County.

Now, if the said Albert Davis shall well and truly pay all such costs as may be awarded and all such damages as shall be incurred, in case the said Injunction be dissolved, then, the above obligation to be void, else to remain in full force and virtue.

Albert Davis 
Charles Sharp 
by Peter B. Prentiss, his atty.

Albert Davis

To { Information Bond

Commenced at

1870
Aug: 5th: Executed & filed

In the Clerk's Office of the Circuit Court of Henderson County,

the 5th day of August 1870.

This day Albert Davis and Charles Sharp, by Peter B. Prentiss, his attorney, severally signed and acknowledged the within bond.

Teste,
Peter B. Prentiss, Clerk.



Know all men by these presents, that I, Charles Sharp,
of the City of Norfolk, in the State of Virginia, have made,
constituted and appointed, and by these presents do make,
constitute and appoint Peter B. Prentiss, of the town of
Suffolk, in the county of Nansemond, in the said state,
my lawful attorney in fact,
for me and in my name, as the surety of Albert Da-
vis, of Harre De Grace, in the county of Hanford, in the
State of Maryland, to execute an injunction bond re-
quired of the said Albert Davis, in a suit in chan-
cery in the Circuit Court of the said County of Nan-
semond, in which the said Albert Davis is plain-
tiff, and Alexander Savage, E. E. Lee, and Absalom B.
Cropper and Rebecca B., his wife, Lyttelton S. Cropper
and J. C. Cropper, are defendants — the said bond
to be in the penalty of Five Hundred Dollars, paya-
ble to the Commonwealth of Virginia, and condi-
tioned as is directed by the order awarding the
injunction on the bill filed in the said cause,
herby ratifying whatsoever my said attorney may
lawfully do, or cause to be done in the premises.
Witness the following signature and seal this 5th
day of August, A.D. 1870. The words "my lawful attorney in
fact" in the 6th line from the top being
first interlined.

Charles Sharp

Corporation of the City of Norfolk, to wit: — I,
C. B. Duffield, a notary public for the corporation afore-
said, in the state of Virginia, do certify, that Charles
Sharp, whose name is signed to the writing above, bear-

date on the 5th day of August, A.D. 1870, the words "my law-
ful attorney in fact" in the sixth line from the top of the
said writing having been first interlined, has acknowl-
edged the same before me in my corporation aforesaid.
And I further certify that the said Charles Sharp has made
oath before me in my corporation aforesaid, that after
the payment of all his debts, and all the debts for
which he is responsible for others, and which he ex-
pects to be compelled to pay, he is worth more than
Five Hundred Dollars. Given under my hand this
5th day of August, A.D. 1870.

C. B. Duffield
Notary Public.

Albert Davis

or

Alexander Savage, Secy.

Power of Atty.

Sharp to Prentiss.

1870. Aug. 5th. C. B. Duffield.

VIRGINIA.—AT RULES HELD IN THE
Clerk's Office of the Circuit Court of Nanse-
mond County, on Monday, the 5th day of
September, 1870.

Albert Davis,

Plaintiff,

Against

Alexander Savage, E. E. Lee, and Absalom P.
Cropper and R. B. Cropper his wife and L.
S. Cropper, and T. E. Cropper,

Defendants,

IN CHANCERY.

The object of this suit is to restrain and inhibit the Defendant E. E. Lee, his servants and agents, and all other persons from making sale of the Tract of Land in the bill mentioned called "TOWN POINT," either under or in pursuance of the notice mentioned in the said bill and published in the "Christian Sun" of the 22nd of July A.D. 1870, or otherwise, and from farther continuing the publication of the said notice, until the farther order of the Court, and the Defendants Absalom P. Cropper and L. S. Cropper are hereby required to appear in the said Clerk's Office, within one month after due publication hereof, and do what may be necessary to protect their interests.

A Copy—Teste,

PETER B. PRENTIS,

Clerk.

sep9-4t

Scarburg, Duffield & Sharp, p. q.

I do hereby certify that the
annexed order has been published
in the "Christian Sun", once
a week for four successive
weeks, and that the price
charged therefor, is in accor-
dance with the regular ad-
vertising rates of said paper.
Given under my hand, this
5th day of October 1870
W. B. Wellons
Editor & Proprietor

Price of advertising \$7.50

Albert Davis

vs { Certif of Pub

Alexander Savage Val:

Octo: 5th: 1870
Filed
clerk

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY,—GREETING :

YOU ARE HEREBY COMMANDED TO SUMMON *Alexander Savage, E. E. Lee and Absalom*
P. Cropper, and R. B. Cropper his wife, and L. P. Cropper, and J. E. Cropper

to appear at the Clerk's office of our *Circuit* Court for the County of Nansemond, on the
first Monday in *September* next, 1870, being rule day, to answer a bill in chancery,
exhibited against *them* by
Albert Davis

and unless *they* shall answer the said bill by the
next rule day thereafter, the Court will take said bill for confessed, and decree accordingly. And
have then and there this writ: Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this
5th day of *August* 1870, and in the *95th* year of the Commonwealth.

Peter B. Prentis Clerk.

The Sheriff will, in his return, note the day on which this process is executed on each defendant.

Memo:

The object of this writ is to restrain and inhibit the defendant
E. C. Lee, in the said bill named, his servants and agents, and all other
persons from making sale of the tract of land in the said bill men-
tioned called "Town Point" either under or in pursuance of the notice
mentioned in the said bill and published in the "Christian Sun" of the
22nd day of July A. D. 1870, or otherwise, and from farther continuing the
publication of the said notice, until the further order of the Court.

Teste
Peter B. Prentiss. Clerk.

Copy for
L. S. Cropper

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY. GREETING :

YOU ARE HEREBY COMMANDED TO SUMMON *Alexander Savage, E. E. Lee and Absalom P. Cropper, and R. B. Cropper his wife, and L. Q. Cropper, and J. E. Cropper*

to appear at the Clerk's office of our *Superior* Court for the County of Nansemond, on the first Monday in *September* next, 1870, being rule day, to answer a bill in chancery, exhibited against *them* by *Albert Davis*

and unless *they* shall answer the said bill by the next rule day thereafter, the Court will take said bill for confessed, and decree accordingly. And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court at his office, this *5th* day of *August* 1870, and in the *95th* year of the Commonwealth.

Peter B. Prentis Clerk,

Memo.

The object of this writ is to restrain and inhibit the defendant L. L. Lee, in the said bill named his servants and agents and all other persons from making sale of the tract of land in the said bill mentioned called "Town Point" either under or in pursuance of the notices mentioned in the said bills and published in the "Christian Sun" of the 22nd day of July A. D. 1870, or otherwise, and ^{from} farther continuing the publication of the said notice, until the farther order of the Court.

Teste,

Peter B. Proutie. Clerk

Copy for
R. B. Cropper

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY,—GREETING :

YOU ARE HEREBY COMMANDED TO SUMMON *Alexander Savage, E. E. Lee, and Absa-*
= lom P. Cropper and R. B. Cropper, his wife, and L. S. Cropper
and J. E. Cropper ~ ~ ~ ~ ~

to appear at the Clerk's office of our *Circuit* ~ Court for the County of Nansemond, on the
first Monday in *September* ~ next, 1870, being rule day, to answer a bill in chancery,
exhibited against *them* ~ ~ ~ ~ ~ by
Alvah Davis ~ ~ ~ ~ ~

and unless *they* ~ ~ ~ ~ ~ shall answer the said bill by the
next rule day thereafter, the Court will take said bill for confessed, and decree accordingly. And
have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this
5th day of *August* ~ 1870, and in the *95th* year of the Commonwealth.

Peter B. Prentis. Clerk.

Memo:

The object of this Order is to restrain and inhibit the defendant, E. C. Lee, in the said Bill named, his servants and agents, and all other persons from making sale of the tract of lands in the said Bill mentioned, called "Town Point" or there under or in pursuance of the notice mentioned in the said bill, and publishes in the Christian Sun of the 22nd. day of July A. D. 1870 or otherwise and from farther continuing the publication of the said notice, until the further order of the Court.

Teste,

Peter B. Purdie. Clerk

Copy for

Abraham P. Cropper

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY,—GREETING :

YOU ARE HEREBY COMMANDED TO SUMMON *Alexander Savage, E. C. Lee, and Absalom P. Cropper, and R. B. Cropper his wife, and L. P. Cropper, and J. E. Cropper* _____

to appear at the Clerk's office of our *Circuit* _____ Court for the County of Nansemond, on the first Monday in *September* _____ next, 1870, being rule day, to answer a bill in chancery, exhibited against *them* _____ by *Albert Davis* _____

and unless *they* _____ shall answer the said bill by the next rule day thereafter, the Court will take said bill for confessed, and decree accordingly. And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *5th* day of *August* _____ 1870, and in the *95th* year of the Commonwealth.

Peter B. Prentis. Clerk.

TS The Sheriff will, in his return, note the day on which this process is executed on each defendant.

Memo:

The object of this Decree is to restrain and inhibit the defendant E. E. Lee, in the said bill named, his servants and agents, and all the persons from making sales of the Tract of land in the said bill mentioned, called "Town Point" either under or in pursuance of the notice mentioned in the said bill and published in the "Christian Sun" of the 22nd day of July, A. D. 1870 or otherwise, and from farther continuing the publication of the said notice, until the farther order of the Court.

Teste,

Peter B. Prentiss. Clerk

S. D. L. Sharp. 69

Albert Davis

Sum. in ch. to

Alexander Savage & Co.

To Sept. Rules 1870

Pro: B. No: 1. Aug 25

Cov: Co.

Executed Aug: 8th: 1870 by delivering a true copy hereof to E. E. Lee and J. E. Cropper - Alexander Savage is doing business in the City of Norfolk: Abraham P. Cropper and L. S. Cropper are not residents of Nansemond County; and R. B. Cropper is dead.

H. W. J. Ely D. D.

THE COMMONWEALTH OF VIRGINIA,

TO THE ^{Sheriff} ~~Sheriff~~ OF ^{The City of Norfolk} ~~NANSEMOND COUNTY~~, GREETING!

YOU ARE HEREBY COMMANDED TO SUMMON *Alexander Savage, E. E. Lee and Absalom P. Cropper, and R. B. Cropper his wife, and L. P. Cropper, and T. E. Cropper* ~ ~ ~ ~ ~

to appear at the Clerk's office of our *Circuit* ~ Court for the County of Nansemond, on the first Monday in *September* ~ next, 1870, being rule day, to answer a bill in chancery, exhibited against *them* ~ ~ ~ ~ ~ by *Abraham Davis* ~ ~ ~ ~ ~

and unless *they* ~ ~ ~ ~ ~ shall answer the said bill by the next rule day thereafter, the Court will take said bill for confessed, and decree accordingly. And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court at his office, this *5th* day of *August* ~ 1870, and in the *95th* year of the Commonwealth.

Peter B. Prentis Clerk,

Memo:

The object of this Suit is to restrain and inhibit the defendant E. C. Lee, in the said bill named, his servants and agents and all other persons from making sale of the Tract of land in the said bill mentioned, called "Town Point," either under or in pursuance of the notice mentioned in the said bill and published in the "Christian Sun" of the 22nd. day of July A. D. 1870 or otherwise, and from farther continuing the publication of the said notice, until the farther order of the Court --

Teste, Peter B. Prentiss, Clerk

S. D. & Sharp. p. 9

Albert Davis

2^d { Served in Chy: &c

Alexander Savage & al.

To Sept. Rules 1870

Executed by delivering
a copy of the within to
Alexander Savage, this
9th day of August, 1870
for W. T. Swack Deputy-
for J. Richd. Lowellen
Sergeant -

Pro: B. No: 1. Page 51
Civ: Co:

Albert Davis Plaintiff

Against & Chy. Such pending in the Cir: Court of Hanover County
Alexander Savage & al. Defendants

I, Albert Davis, the Plaintiff, in the foregoing
Suit, do swear, that Absolom P. Cropper and
L. S. Cropper, Two of the Defendants, therein, are
not residents of the State of Virginia.

Sworn to before me (signed)

in the Clerk's Office
of said Court, this
15th day of August
1870.

Albert Davis

Peter B. Reuter, Clerk

Albert Davis

$\frac{4}{20}$ } affidavit as to non-
resident debts

Alex^r. Savage Sal.

1870
Aug. 15th. Taken Off

At a Circuit Court held for ³Nansemond
County the 12th day of October 1870.

Albert Davis Complainant

against ³In Chancery

Alexander Savage, E. E. Lee and Aba

lom D. Cropper and R. B. Cropper and

J. E. Cropper Defendants,

By Consent of Parties, it is Ord
ered that this Cause, be removed from this
Court to the Circuit Court of the City of Norfolk.

A. Copy.

J. E. L.

Peter B. Prentiss. Clerk

Albert Davis

to

Alex^r Savage Ld

Copy order removing cause to
Circuit Court of Maryland City

64

1871-1872 Rec^d of John R. Kilby & Chas. Sharp
Leaves the sum of Twenty six hundred and
fifty six dollars and thirty eight cents from
sale of Iron Point land under decree of the
Circuit Court of Washington Co. (Davis v.
Savage &c.

Alex. Savage admr.

#2646.38

I W. E. Cohoon Clerk of the County Court of
Hanseman County do certify that there
appears on the aforesaid Land Roll for Steep-
Hole Township charged to Albert
Davis Two hundred acres of Land
valued at Eight thousand eight hundred
and Eighty Dollars.

Teste

W. E. Cohoon Clerk

Albert Davis

Ex^t from Land book

3/4 $\frac{7}{8}$ 8880
 $\frac{7}{8}$ 6660

Decr. 12th, 1871 Rec^d of Mo. R. Kilby & C. Sharp
Comrs. Twenty dollars for selling Town
Point - at Auction, under a decree of Court.

McGuire & Brunkley
atls

(~~\$20~~)

VALUABLE LAND ON NANSEMOND
RIVER,
IN NANSEMOND COUNTY,
FOR SALE.

By Virtue of a decree of the Circuit Court of
Nansemond county, made on the 12th day of
April, 1871, in the cause therein depending,
wherein Albert Davis, is plaintiff, and Alexander
Savage, and others, defendants, we will sell
before the Court House door of Nansemond county,
on

MONDAY, AUGUST 14th., 1871,
that very valuable Farm known as
"TOWN POINT,"

situated on the right bank of, Nansemond river,
in Bennett's Pasture.

The tract contains 200 acres, more or less, and
lies in the juncture of Nansemond river and
Bennett's creek, and has on it a good two-story
wood dwelling house and outhouses, and is contiguous
to the oyster rocks, and is altogether a
valuable farm.

TERMS OF SALE.—The costs of suit and expenses
of sale cash, and also \$1,250 in cash, and
\$1,250 at six months, \$1,250 at twelve months,
and \$1,250 at fifteen months, and for the surplus
payable at six, twelve and eighteen months, all
the deferred payments to carry interest from the
day of sale; the purchaser to give good personal
security, and the title to the land to be retained
till the further order of the court.

JOHN R. KILBY,
CHARLES SHARP,
Commissioners.

jr214t

PTION OF BOOK AND JOB PRINTING NEATLY EXECUTED.

Suffolk, Va. July 29th 1871

By J. R. Kilby & Chas Sharp Comp.

To W. B. WELLONS, Dr.

LAN SUN BOOK AND JOB OFFICE.

Adv Land on Nansemond

River 3 Ag 6 l 42

\$9.75

Reofry mrs

W. B. Wellons Treas

1
1892
P. 1

P. 2

3 lines

Glennan, Ruffin & Co., Prop'r's.

Virginian Newspaper and Job Printing Office.

Norfolk, Va., Nov 20th 1871

Messrs Kilby & Sharp & Co.

To NORFOLK VIRGINIAN, Dr.

For Ad Sale of Town Point & Seaview \$
18th { Continued Sale } - 21.34

Received Payment,

Glennan & Ruffin

Glennan, Ruffin & Co., Propr's.

Virginian Newspaper and Job Printing Office.

Norfolk, Va., Oct 14th 1871

Mr Geo R Kelly, *vs* Sharp

For NORFOLK VIRGINIAN, Dr.

For Ad Sale of Land on Nansemond River, \$
Known as "Town Point" 3 Acres, 26 times 30.3¢

Received Payment,

Glennan Ruffin Co.

**VALUABLE LAND ON NANSE-
MOND RIVER IN NANSEMOND COUN-
TY, VA., FOR SALE.**—By virtue of a decree of
the Circuit Court of Nansemond county, made on
the 12th day of April 1871, in the cause therein
pending, wherein Albert Davis is plaintiff and
Alexander Savag and others, defendants, we
will sell before the courthouse door of Nansemond
county, on MONDAY, the 14th day of August
next, that very valuable farm known as

"TOWN POINT,"

situated on the right bank of Nansemond river,
in Bonnett's Pasture.

The Tract contains 200 acres, more or less, and
lies in the junction of Nansemond river and Ben-
nett's Creek, and has on it a good two-story wood
dwelling house and outhouses, and has a com-
manding view of the river, and is contiguous to
the oyster rocks, and is altogether a valuable
farm.

TERMS OF SALE: The costs of suit and ex-
penses of sale cash, and also \$1250 in cash, and
\$1250 at six months, \$1250 at twelve months, and
\$1250 at fifteen months, and for the surplus, pay-
able at 6, 12 and 18 months, all the deferred pay-
ments to carry interest from the day of sale; the
purchaser to give good personal security and the
title to the land to be retained till for the further
order of the court.

JOHN R. KILBY,)
CHARLES SHARP,) Commissioners.

jyl3-2awtds

Journal copy.

Virginian Newspaper and Job Printing Office.

Norfolk, Va.,

July 13th 1871

Messrs. Chas. Sharp & West Killen.

To NORFOLK VIRGINIAN, Dr.

For Adv. Comm. Sale of Property
4 Squares, 21 and 115.

\$
23.00.

Received Payment,

Glennan Ruffin & Co.

Glennan, Ruffin & Co., Proprs.

All Available Text Successfully Captured

BOOK, JOB, AND ORNAMENTAL PRINTING EXECUTED WITH DISPATCH.

SUFFOLK, Va.

Decr 12th 1871

Mr John R. Kilby & Sharp.

W. B. Wellons.
D. B. Dunbar.
N. F. McCunn.



W. B. WELLONS & CO.,



TERMS CASH.

KILBY STREET.

Sep-	15	Advg	Youn	Poms	farm	for	Sale	2 ^{eg}	166	9.85
Oct-	13	do	do	do	"	"	"	4 ^{eg}	56	12.00
Nov	24	do	do	do	"	"	"	3 ^{1/2} eg	36	7.00
Aug-	28	To	25	1/8	Sheet	Bills				1.50
Oct-	9	"	100	1/8	do	do				1.50
Nov	20	"	30	1/8	do	do				1.50

\$33.35

Refrimend

W. B. Wellons & Co

9.75

43.10

charged - 29.25

Get due 13.85

Sales S. Ruffin Davis \$5800.

Harford Co. Md

Abundant P. O.

Expenses \$353.62

Cash 2646.38 \$3000

\$2800

Deferred part

12 mo \$1269.89

15 " 1269.88 = 2539.77

Surplus \$260.23

Spd

Debt \$4733.33

From 7 May 1890

to 11 Dec 1891

1 y. 7 m. 4 d } 452.82

\$5186.15

Cash \$2646.38

\$2539.77

1 bond at 12 mo \$1269.89

1 " 15 " 1269.88 = 2539.77

1871 Dec. 11 Rec^d. of John R. Kelly
and Chas. Sharp the Bond of J.
Griffith Davis, payable on demand
for Two hundred and sixty dollars &
23^c. surplus of sale, which I accept
in full satisfaction.

#260:23

Albert Davis

At a Circuit Court, held for Nansemond County,
the 12th day of April 1871:

Albert Davis Complainant.

against ^{Et} In Chancery

Alexander Savage, E E Lee and Absa-
lom P. Cropper and R B Cropper, his wife
and L S Cropper and J. E. Cropper. Defendants

This Cause, came on this day, to be again heard on the
papers formerly read, and on the report of Comm^{rs} Isaac
Pentz, made, pursuant to the Decree of the Circuit
Court of the City of Norfolk, on the 20th of January 1871,
to which report, there is no exception, and was argued
by Counsel; On Consideration whereof, the Court, doth
confirm the said Report, and doth adjudge, order
and decree, that unless the said Albert Davis, or some one
for him, shall on or before the expiration of ninety days
from this day, pay to the said Alexander Savage ad-
ministrator with the will annexed of Joseph W Mans-
field deceased, the sum of Four thousand Seven-
Hundred and thirty three Dollars and thirty three Cents,
with interest, from the 7th day of May 1870 till paid,
and his Costs of this suit, that then and in that event,
John R Kelly and Charles Sharp, (who are hereby ap-
pointed Commissioners, for that purpose) proceed to sell
before the Court house door of Nansemond County, on
some Court day, the lands, referred to in the Deed of Trust
executed on the 12th of November 1866 by Absalom P.
Cropper, to Littleton S Cropper trustee for said Alexander
Savage, administrator of Joseph W Mansfield de-
ceased: and described as a tract of land in Bennetts
Pasture, called "Iron Point" and containing two hundred

acres, more or less, and bounded, North and West, by Nan-
semond River; and East and South, by Bennetts Creek,
and the land of Lytleton S Cropper" Having first given seven-
ty-five days notice of such sale, by advertisement, at the Court
house of Nansemond County and in some newspaper,
published in Norfolk twice a week, for three weeks, and
in the Christian sun, published at Suffolk, and by printed
hand bills; the said sale, to be made on the following
terms, to wit: the costs of suit and expenses of sale, to be
Cash; and the further sum of Twelve hundred and fifty
Dollars, to be Cash: (which, will be paid by the said Com-
missioners to said Alexander Savage administrator of the
said) ^{in part of his Debt of said} and then for the Balance, of said Ten thousand
seven hundred and thirty three dollars and thirty three Cents and
the Interest thereon, a Credit, be given as follows: one third,
payable severally, at the expiration of six, twelve and fif-
teen months from said sale, with Interest at the rate of
six per cent per annum from the day of sale: and for the
surplus, a like Credit of six, twelve and eighteen months,
with like Interest from the day of sale, be given; requiring
and taking from the purchaser of said land, Bonds and good
personal security with Interest from date; and retain
the title, to said land 'till the further order of the Court;
and report to Court: but before any such sale, shall be
made by the said John R Kelly and Charles Sharpe, under
this decree, they shall execute before the Clerk of this Court,
in his office, a Bond in the penalty of Twelve thou-
sand Dollars, Conditioned, faithfully to discharge the
duties, required of them, under this Decree, and also

Such duties, as may be required to be performed by them,
under any future Decree to be made in this Cause.

a Copy:
Teste:

Peter B. Prentiss. Clerk.

Costs

Clerk. \$15.00

Atto: Hay 31.00

Shp: Mans^d. 1.00

Ser:gt: Harp: City 50

Comm^r: Prentiss 10.00

Wickers (Hk.) 5.00 paid R.

Printer "Iron" 7.50

\$70.00

X 216
Albert Davis
2nd { City Secy. Apr: 12th. 1871
Alexander Savage Ld.

12 July adv

Recd. adv

adv. Land

make statement

Income 19

Exp 23

8880.

3.

24 76640

\$6660:

To the Circuit Court of Fauquier County

The undersigned respectfully report to Court that pursuant to the decree of said Court of the 12th day of April 1871, made in the case of Albert Davis against Alexander Savage, and others, they proceeded to advertise the sale of the "Iron Point" farm as described in said decree, to be sold at September Court of Fauquier County Va. on the terms of said decree, & did on that day offer the same at auction but no bid could be had for three fourths of the value of said land as appraised for taxation, & hence no sale was made — The appraised value being \$8880.00 & $3/4$ thereof being \$6660 —

Again they advertised the same as before & offered the same at October Court 1871, before said Court house door being Court day, with like result & again at November Court 1871 — and having thus offered the same, they again proceeded to advertise the same as before and did on the 11th December 1871 (being Court) again offer for sale the said farm, before the Court house door of said County where the same was purchased by S. Griffith Davis of Maryland at the price of ————— \$5800.00
(over)

The limit of three fourths of appraised value under the Law not necessary to be reached (the sale having been twice before attempted to be made) —

which sum has been paid as follows
By purchase money as above \$5800.00
in cash as follows —

for 5 per cent Com. on \$30000	\$15.00	
" 2 do. on \$5300.	110.00	
" Norfolk Journal, ads	19.00	
" Norfolk Virginian "	78.37	
" Christian Sun "	29.25	
" W. H. McQuinn, Crier	20.00	
" costs of rent, taxed	70.00	
" For deeds & stamp	12.00	\$353.62
" of which said S. G. Davis paid in cash		5446.38
		2646.38
For which the said S. Griffith Davis		Balance \$2800.00

executed two Bonds, each for

\$1269.88 1/2, payable at 12 &
15 months with Interest from
date, being balance due
above, Savap &c., with Albert

Leavis as security, making \$2539.77

Residue \$260.23

which he paid in cash &

which has been paid over to

Albert Leavis, who is entitled to same

as per his ret. annexed \$260.23

(over)

The Bonds for the deferred payments
are filed hereunto - The title to the
lands retained.

Respectfully submitted

John R. Killy } Comr.
Charles Sharp }

Paid Christian sum \$ 43.50

Charges as above 29.25

Got one Killy \$ 13.85

1871 Recd. of John R. Killy & Chs.
Sharp Twenty six hundred, & fifty six dollars,
and thirty eight cents as above.
\$ 2646.38.

1872 Oct. 16 Recd of the Clerk of the
Circuit Court of Nausemond the ^{2nd} Bond of
S. Euffith Davis & Albert Davis of \$1269.89
- returned to me by Decree of Oct. 11. 1872

John R. Kelly am

Davis

n

Savage's

Report of sales.

John R. Kelly
1872

Cir. Ct. Nausemond.

Filed 1st March 1872

1872 Oct. 17 Recd. of John R. Kelly Cash.
one thousand three hundred and thirty
four dollars and forty four cents, on
my claim against Albert Reavis — paid
me under Decree of Massachusetts Circuit
Court of Oct. Term 1872, in the case
of Reavis against Savage &c

#1334:44,

Alex. Savage

1873 May 1. Rec^d. of John R. Kelly
Clerk. Thirteen hundred and seventy six
dollars & 11^c, in full of Last payment
under decree of Massachusetts Circuit Court
of Oct. Term 1872 in the case of Albert Davis
vs. Sarah Dutton. Alex. Savage

\$1376.11.

No. 2

\$/2666 $\frac{66\frac{2}{3}}{100}$. Twelve months after date, with Interest
from date, I promise to pay unto Alexander
Savage, administrator with the will annexed
of Jm. W. Mansfield dec'd. the sum of Five
thousand six hundred & sixty six & $\frac{66\frac{2}{3}}{100}$ Cents, being an
Instalment on the purchase of Jm. W. Mansfield's
Land, this day sold - For the payment of which
I bind myself, my heirs, executors and admin-
istrators by these presents - Witness my hand
and seal this 12th day of November 1866.

E. E. Lee

Harmon P. Cooper (Seal)

Alex. Savage admr.
Alex. Savage

Value of various Stamps
cancelled the amount
which is placed and
by a Dec of Court and
the Am is Decided
Amount \$2666. ¹⁰⁰/₁₀₀
A. J. Crocker

Nov. 12th 1867 Rec^d One Hundred and Sixty
dolls. it being the int. on the within to date.

Alex. Savage admr.
of J. W. Mansfield dec^d.

Received Dec 1868 Two Hundred Dollars.

Alex. Savage admr.
of J. W. Mansfield dec^d.

Received June 14th 1869. Five Hundred Dollars.

Alex. Savage admr.
of J. W. Mansfield dec^d.

Rec^d of May 5/70

Seven Hundred Dollars

Rec^d Dec 18/71 \$2646 ³⁸/₁₀₀

No. 3.

ff 2666. $\frac{66\frac{2}{3}}{100}$

Eighteen months after date, with Interest
from date, I promise to pay unto Alexander
Savage, administrator with the will annexed
of Mr. W. Mansfield decd, the sum of Five thou-
sand six hundred & sixty-six & $\frac{66\frac{2}{3}}{100}$ cents, being an
instalment on the purchase of Mr. W. Mansfield's
land, this day sold — For the payment of
which I bind myself, my heirs, executors &
admonors, firmly by these presents — Witness
my hand & seal this 12th day of Nov. 1866.

E. E. Lee

Abraham P. Cooper (seal)

Nov. 12th 1867 Rec^d on standard and duly
collected it being the int. on the within & also.
A. P. Savage admr
of J. W. Manufacturers

A. P. Cropper's
Bond No 3. \$2500 $\frac{66}{100}$
This Bond is secured
by a Deed of Trust
on which is placed &
cancels the required
value in revenue stamps

Alex. Savage admr.
Alex. Savage

1
Virg^o. In the Circuit Court of Mansfield Octo 24 1872

Davis s^r

Pleas

v^s

} In Chancery

Damage s^r

Exfts }

This cause came on this day to be again heard on the papers formerly read, and was argued by counsel. On consideration whereof the Court doth adjudge order and decree that Geo R. Tibby one of the commissioners who sold the land herein, receive of the Clerk of this Court who will deliver the same to him on his leaving a receipt therefor & the two bonds of D Griffith Davis and Albert Davis each for \$1269.89^c and collect the same with all interest due thereon, and when paid make to the said D Griffith Davis a deed with special warranty in the usual form for the real estate sold under the proceedings in this cause, and pay the proceeds to Alexander Damage administrator of Geo W Mansfield decd in full payment of the debt due to him by said Albert Davis, and make report to court. And it is further ordered that if the said D Griffith Davis shall desire to pay the said bonds before due he is at liberty to do so in which event interest shall cease at the day of payment.

At Copy

Wm. Willis E. Johnson Clerk

Davis 8-

r  Co Secu

Savage

To the Circuit Court of Nansemond County.

The Undersigned reports to the Court, that pursuant to the Decree of said Court made on the 12th Oct. 1872, in the cause therein pending, wherein Albert Davis is the plaintiff and Alex. Savage & Co. Defendants, he received of the Clerk of said Court, the two Bonds of S. Griffith Davis & Albert Davis of \$1269.88 and has proceeded to collect & pay out the same as directed by said Decree to wit:

By Bond Due 11 Dec 1872, paid in advance \$1269.88

" Int. from 11 Dec 1872 to 12 Oct. 1872. 64.55

\$1334.44

1872 Oct. 17. Paid Alex. Savage per rec.

1334.44

1873 Apr 29. By Bond Due 11 March 1873

\$1269.88 1/2

Int. from 11 Dec 1872 to 1 May 1873

106.23 1/2

\$1376.12

So paid Alexander Savage, per Rec.

1376.12

A deed has been made as directed to S. Griffith Davis the purchaser of the real estate referred to in the proceedings

Respectfully submitted
John R. Kelly, Comr

Albert Davis
" } Report of
 } Payments
Alen Savage &c.

Filed May 1. 1873

Cir. Ct.

To *Albert Davis*

Take notice that *we* shall on the *26*th day of *September* 18*80*, next, at
the office of *John R. Kelly* in *Suffolk, Hanover*
County, Virginia between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of *Richard B. Ames, John R. Gaskins, E. E.*
Lee and others, to be read as evidence in *our* behalf, in a certain *suit*
suit in Chancery, depending in the *Circuit* Court of *Hanover*
County, wherein *you*

you are plaintiffs, and *we*
we are defendants; and if from any cause the taking of the said
Depositions be not commenced on that day, or if commenced be not concluded on that day, the
taking of the same will be adjourned and continued from day to day or from time to time, at the
same place and between the same hours, until the same shall be completed.

Respectfully.

To the Sheriff of
County to execute.

}

Alexander Savage
E. E. Lee, Father,

Scarburgh
at
Duff's

To 26 Sept 1870

1870 Aug 15th
one service of
this notice ach-
complished for
all at Duff's.

Scarburgh, Duff's Thank
his attys

The Depositions of Willis T. Lee. P. H. Lee
and Alex. Savage.

Taken on this 26th day of September,
one thousand eight hundred and seventy
at the office of Jno R. Kelly in Suffolk
Harrisonburg County Va. between the
hours of 8 A.M. & 6 P.M. on that day
to be read as evidence in behalf
of Alexander Savage &c. in a suit
in Chcy. now pending in the Circuit
Court of Harrisonburg County, wherein
Abner Davis is plaintiff & said Savage
and others, defendants. - Taken
pursuant to the annexed notice.
Willis T. Lee being duly sworn on
the Holy Evangelists of Almighty God
deposes and says as is set forth
in the answers below: -

(1) By J. R. Kelly Atty for Alexander Sav-
age,

Q How old are you, and where do you
reside?

Ans Twenty four years of age and reside
in Bennett's Pasture adjoining Lawn
Point Farm in Harrisonburg County

(2) Dues By same.

State if you can the present con-
dition of the Lawn Point Farm

lately owned by A. P. Cropper and now by Albert Davis?

Ans.

By Mr. Lee.

The farm is in bad order, badly cultivated this year, the fences in bad order the houses are deteriorating in value and I would not be willing to give as much for the place by \$2,000 as when bought by Mr. Cropper, at which time I was a bidder and made the last bid before knocked ^{down} for Cropper, the bid being \$9,750. The place is also deteriorating in value every year, caused by the growth of the nut-grass and other causes, owing to bad cultivation, and further this deponent says it is not

W. J. Lee,

P. H. Lee being duly sworn says as is set forth below.

(1) Ques.

By T. R. Kelly Atty. for Ponage.

Now tell me your name and where do you reside?

Ans.

By P. H. Lee. I am forty seven years old and reside in Nausmond County.

(2) Ques.

Are you acquainted with the Lawn Point Farm above alluded to? If so what is its condition?

Ans. I am acquainted with the said farm.

(3) ~~Ques.~~ What is the condition of the said farm

~~Ans.~~ I consider to be ~~a~~ ~~thous~~ deteriorated
\$2000 in value since purchased by the
said Cropper, because of bad cultivation
~~and~~ neglect, and the destruction of
the fences by the negroes. This place was
occupied by my brother E.E. Lee before
Cropper's purchase of the same. I walked
over the farm about six-weeks ago and
saw its condition.

(3) ~~Ques.~~ Where does Mr. Albert Davis reside &
who lives on the farm at this time?

Ans. Mr. Albert Davis told me that he resi-
ded in the State of Maryland. The
farm is at present under the control
and occupied by Mr. Geo. Brittain,
And further this deponent suggests
not. P. L. Lee

Alexander Savage being duly sworn
deposes and says he is set forth below

(1) ~~Ques.~~ By T.R. Kelly Atty. for Savage.

What is your age and where do you
reside?

Ans. I was thirty eight my last birth day
and reside in Harpswood County.

(2) ~~Ques.~~ By the same

Are you well acquainted with the

Lower Pains Farm above alluded to.
It so state what its condition was
when purchased by A. P. Cropper, and
what it is now?

Ans. I am acquainted with the farm
having had the management of the same
at the time when it was sold to Cropper
by me. Its condition then was fair
the fences & buildings in good order
it had been well cultivated for two
years previous thereto during which
time I had the management of it. Its present
condition is worse than then, from bad
tillage and the buildings, yards, & fences
from natural decay and neglect.

(3rd Ques) By the same
where does A. P. Cropper reside in
Virginia so far as you know, and
if not where?

Ans. He does not reside in Virginia. He
told me when he left my office last
July that he was going to Washington
D.C. to seek employment, & if he could
not get employment there he was
going elsewhere.

(4) Ques. By the same,
where does Mr. Albert Davis the
present owner of the said farm
reside

Ans. He resides at Nause de Gras in the State of Maryland, as he has told me.

(5 Quest) By the same
Is whom does the money due under the deed of Trust in the said farm belong? And what is their pecuniary condition?

Ans. The money referred to belongs to the heirs of Joseph W. Mansfield decd. now four in number and minors, who are dependant alone upon this fund for a support.

(6) Quest By the same
What interest are you receiving on said fund under the said deed of Trust, and could you if you had the money increase the income for said minors & to what extent?

Ans. I am receiving six per cent on the said money as secured by the said deed, and if I had the money now in possession I could obtain ten per cent for the same.

(7 Quest) By the same
At the time the property was advertised & sold, namely at August Court last, do you believe the said farm could

Ans.

have been sold for a fair price?
I believe it would have brought its
value, a party told me that he had
offered Mr Davis Ten thousand dollars
for the farm, a few days before that
time, and on the day of sale another party
a responsible man, stated to me that
he was there as a bidder for the place
and finding that the sale did not take
place he wished to know why. when I
told him that I had been stopped by the
injunction in this case,
and further this deponent says in noh.

Alex. Savage

Commissioners Fee \$5.00

A. C. W.

State of Virginia Hansemond County
to wit, J. A. C. Withers a Commissioner
in Chancery for the Circuit Court
of said County, do certify that the
foregoing depositions were taken on
the day at the place and between
the hours set forth in the caption
hereto, and pursuant to the annex-
ed notice. Given under my hand this
the 20th day of September in the year
1870.

A. C. Withers
Commissioner for
Circuit Court of
Hansemond County.

1
Alexander Savage Cal.

ads { Depositions

Albert Davis

Came to hand Sept. 27th.
1870, under cover, sealed &
clerk

Davis &c.

vs

Savage &c

This cause came on this day to be again heard on the papers formerly read and ~~on the report of~~ was argued by counsel. On consideration whereof the Court doth adjudge, order and decree that John R. Kelly, one of the Commissioners who sold the Land herein, receive of the clerk of this Court (who will deliver the same to him on his leaving a receipt therefor) the ~~Two~~ Bonds of S. Griffith Davis & Albert Davis each for £1269. 89^c, and collect the same with all Interest due thereon, and when paid make to the said S. Griffith Davis a deed, with special warranty, in the usual form, for the real estate sold under the proceedings in this cause, and pay the proceeds to ^{admon. of Mr. W. Mansfield and} Alexander Savage, in full payment of the debt due to him by said Albert Davis, and make report to Court. — and It is further adjudged that if the said S. Griffith Davis shall desire to pay the said Bonds before due, he is at liberty to do so, in which event interest shall cease at the day of payment.

Albert Davis

2

Alexander Savage

Jul.

1872

Ad. Cir. of. Dec.

To be entered.

Un. & Blod.

Entered & Copied

Dani

n

Savage Jr.

This cause came on this day to be again heard on the papers formerly read and on the Report of John R. Kelly and Chas. Sharp, Couns., made pursuant to the order of the 12th April 1871 - to which report there is no exception, and was argued by Counsel. On consideration whereof the Court doth confirm the said report and the Cause is continued for further proceedings

Davis &
n.

Savage & Co.

1892
ape. Bt.

~~Wm. D. D.~~

To be entered

Geo. B. Low.

Albert Davis,

Plaintiff

against

Alexander Savage, E. C. Lee, Absalom
P. Cropper and R. B. Cropper, his wife,
L. S. Cropper and T. E. Cropper, - Defendants

This cause, which has been duly matured and set for hearing at the Rules, came on this day to be heard upon the plaintiff's bill and exhibits, the answer of the defendant, Alexander Savage, and the plaintiff's ^{and the examination of witnesses} general replication thereto, and was argued by counsel: On consideration whereof the Court doth adjudge, order and decree, that it be referred to ^{one of the} Peter B. Prentiss, ^{in chancery of the} as a special commissioner, ~~the plaintiff~~ to sit with the Court of the County of Wausemon, ~~has interested having agreed that the reference~~ ~~be ordered be made to him,~~ to take an account of what is due to the defendant, Alexander Savage, as the Administrator of Joseph W. Mansfield, dec'd, with his will annexed, upon the debt in the bill and proceedings mentioned, and secured by the deed of trust therein set forth; and for the better taking of the said account, the parties ^{may} ~~are~~ to be examined on oath as the said commissioner shall direct. And the consideration of all farther directions is adjourned, and any of the parties are to be at liberty to apply to the Court as they may be advised. And by consent of parties, it is ordered that this cause be removed to the Circuit Court of the County of Wausemon.

Davis
v.
Savage & al.

Decree.
San Juan 1871
to be entered
Geo. T. Brown,

Entered
January 20. 1871

We agree that this order
shall be entered.
S. D. & S. P. G.
John R. Kelly
p. v.

Davis

n.

Alexander Sarape &c

This cause came on this day to be again heard on the papers formerly read & on the report of Com. Prentiss, made pursuant to the decree of the Circuit Court of the City of New York on the 20th of Jan'y 1871 - to which report there is no exception and was argued by Counsel on consideration whereof the Court doth ~~confirm~~ ^{confirm} the said report and doth adjudge ^{or some one for him} ~~order~~ and decree, that unless the said, ~~Alexander Sarape~~ ^{or some one for him} shall on or before the expiration of ninety days from this day, pay to the said Alexander Sarape ~~admr~~ ^{admr} with the vice annexed of Dr. W. Mansfield ~~de~~ the sum of \$4733.33 with Interest from the 7th day of May 1870, ~~the~~ ^{his} paid & ~~the~~ ^{his} costs of this suit: That then & in that event John R. Kelly & Chas. Sharp (who are hereby appointed Commrs. for that purpose) proceed to see before the Court have over of Tauxemont County, on some Court day, the Lands referred to in the Deed of Trust executed on the 12th of Nov. 1866 by Abolom P. Copper to Littleton S. Copper trustee for said Alexander Sarape ~~admr~~ ^{admr} of Dr. W. Mansfield ~~de~~ and described as a tract of land in Bennett's Pasture

called "Iron Point" and containing two
hundred acres, more or less, and bounded
North West by Mansueto River, and East
and South by Bennett's Creek and the Land
of Lyttleton S. Copper" - having first given
Twenty ^{five} days notice of such sale by adver-
tisement at the Court house of Mansueto
County, and in some newspaper published
in Norfolk, twice a week for three weeks, &
in the Christiansen published at Suffolk
(and by printed handbills, - the said sale to
be made on the following terms, to wit: the
costs of said expenses of sale to be
cash, and the further of ^{sum} \$2250 ^{the cash}.
(which will be paid to said Alexander Savage
admiral ^{in part of his debt of record} after said), and then for the Balance
of said \$4733.33, and the interest thereon,
a credit be given as follows, one third payable
^{severally} at the expiration of six, twelve & fifteen months
from said sale, with interest at the rate of
six per cent per annum, ^{from the day of sale} and for the surplus,
^{like} a credit of ^{six, twelve and fifteen months} ~~two years~~ ^{from} with like interest ^{from}
^{the day of sale} ~~the day of sale~~, requiring Statute from the purchaser
of said Land Bond & good personal security
with interest from date, & retain the title
to said Land till the further order of the
Court; and report to Court.

But before any such sale shall

be made by the said John R. Kelly &
Chas. Sharp, under this decree, they
shall execute before the clerk of this
court in his office a Bond in the
penalty of \$12.00, conditioned faithfully
to discharge the duties required of them
under this decree, and also such duties
as may be required to be performed by them
under any future decree to be made in
this cause.

Dani

n

Savage adm n

1891

ape ch. Deane

To be entered. ✓

Geo. Bloss.

At a Circuit Court of the City of Norfolk
continued by adjournment and held at the
Courthouse of said City on Friday the
twentieth day of January in the year 1871

Albert Davis

Plffs:

v 3 In Chancery

Alexander Savage E. E. Lee Absalom

P. Cropper and R. B. Cropper his Wife

~~Wife~~ L. S. Cropper and T. O. Cropper, Defts:

This cause which has been duly matured and
set for hearing at Rules came on this day to be
heard upon the plaintiffs bill and exhibits the
answer of the defendant Alexander Savage
and the plaintiffs general replication thereto and
the examinations of witnesses and was argued by
counsel. On consideration whereof the Court
doth adjudge order and decree that it be referred
to Peter B. Prentiss one of the Commissioners in
Chancery of the Circuit Court of ^{the County of} ~~the~~ ^{Vansemond}
to take an account of what is due the defendant
Alexander Savage as the administrator of
Joseph W. Mansfield deceased with his
Will annexed upon the debt in the bill and
proceedings mentioned and secured by the
deed of trust therein set forth and for the
better taking of the said account the parties
may be examined upon oath as the said Com=
missioner shall direct. And the consideration
of all farther directions is adjourned and any

of the parties are to be at liberty to apply to the Court as they may be advised. And by consent of parties it is ordered that this cause be removed to the Circuit Court of the County of Vansemond.

A Copy

Teste: Tho. W. Peirce Clk.
By L. Harmanson D.C.

Statement of costs while pending in the Circuit Court of the City of Norfolk, to wit:

Plaintiff's -	Defendant, Albert Savage.
Clk. & K. \$1.72	Clk. & K. \$0.80

Teste: T. W. Peirce, Clk.
By L. Harmanson, D.C.

Albert Savage
vs J. In Chancery
Alexander Savage & others

Copy Decree

&

Statement of Costs

Commissioner's Office
Suffolk Co. February 1st. 1871

To,

Albert Davis

Complainant

and To,

Alexander Savage, E. E. Lee, and
Abraham P. Cropper and R. B. Cropper,
his wife, and L. S. Cropper and J. E.
Cropper

Defendants.

You are hereby notified, that I have fixed upon Tuesday
The 28th. day of February, 1871 to take and settle at
my Office, the following accounts, to wit: "an account of what is
due to the defendant, Alexander Savage, as the Administrator of
Joseph W. Mansfield deceased, with his Will annexed, upon the debt in
the bill and proceedings mentioned, and secured by the deed of Trust therein set forth."
which account is required to be taken by the Decree of the
Circuit Court of the City of Norfolk, rendered on the 20th. day
of January, 1871, in a suit in Chancery depending in
said Court, in which you are parties Complainant and Defend-
ant, at which time and place you are required to attend.

Given under my hand as Commissioner in Chancery of the Cir-
cuit Court of Newbern County, the day and year first
herein aforesaid.

Peter B. Prentiss,

Commissioner

1871
Feb. 1. We acknowledge service of the foregoing notice
S. D. Sharp, p. g.
John R. Kelly p. d.

An Account shewing what is due Alexander Savage, Adm^r of Joseph W. Mansfield dec'd with his will annexed, upon the debt secured by the Deed of Trust executed by Abalom P. Cropper and Rebecca B. his wife, on the 12th day of December 1866.

One Bond due at 12 months from 12 th . Nov: 1866 . . .	\$2666 66 ² / ₃
One Bond due at 18 months from 12 th . Nov: 1866 . . .	2666 66 ² / ₃
Total principal	\$5333 33 ¹ / ₃
Interest from 12 th . Nov: 1866 to 15 th . Dec: 1868 (2.1.3) ^{m. 2} . . .	669 33 ² / ₃
	\$6002 67
Cr:	200 00
	\$5802 67
Interest from 15 th . Dec: 1868 to 14 th . June 1869. (5.29) ^{m. 2} . . .	173 11
	\$5975 78
Cr:	820 00
	\$5155 78
Interest from 14 th . June 1869 to 7 th . May 1870. (10.23) ^{m. 2} . . .	277 55
	\$5433 33
Cr:	700 00
Balance due 7 th . May 1870	\$4733 33
with interest from that day till paid	

Commissioners' Office
Suffolk, Va. February 28th 1871

To The Circuit Court of Nansemond County:

Pursuant to a Decree of the Circuit Court of the City of Norfolk pronounced on the 20th day of January 1871, in a Suit in Chancery depending therein, between Albert

Davis, Plaintiff, and Alexander Savage, E. E. Lee, Absalom P. Cropper and R. B. Cropper, his wife, L. S. Cropper and J. E. Cropper, Defendants, The undersigned, one of the Commissioners of the said Circuit Court of Wandermund County, to whom was referred, the taking an account of what is due the Defendant, Alexander Savage, as the Administrator of Joseph W. Mansfield deceased with his Will annexed upon the debt in the bill and proceedings mentioned and secured by the Deed of Trust therein set forth, reports to the Court, that on the 1st day of February 1871, he issued a notice to the several parties interested, as aforesaid, requiring them to attend the taking of said account, before him, at his said Office on the 28th day of February 1871, service of which notice was duly acknowledged by the respective Counsel for the parties, Plaintiff and Defendant; and now, on this day, the date of this report, from the evidence before him, he has stated the foregoing Account, shewing a Balance due Alexander Savage, Administrator aforesaid, on the debt secured by the said Deed of Trust, of Four Thousand, Seven Hundred and thirty-three dollars and thirty-three cents (\$4733.33), with interest thereon from the 7th day of May 1870, till paid.

The Commissioner further reports, that after the completion of said Account, he retained the same in his Office, ten days for the examination of parties, during which time no exceptions were filed thereto; and now with this report, the said Account, Decree, Notice and evidence of acknowledgment of service of said Notice, are herewith returned.

Given under my hand as Commissioner aforesaid, the day and year first aforesaid.

Peter B. Pentis. Commissioner

Albert Davis

²⁷ Commr's Report

Alexander Savage Lake

1871
July: 28th: Completed &
filed in my Office.
Peter B. Prentiss.
Commr.

1871. March 10th. Filed
CLK.

Notes

1.

Interest

Unpaid

Still Due

Ex 0

2666.67

2666.66

5.333.33

1.232.47

6.565.80

10 20

5.545.80

Albert Davis.

11.

A. P. Cropper Opal.

I.

May 7th 1870

Recd of Mr. A. Davis Seven Hundred
Dollars part pmt. on note given
by A. P. Cropper to me as admr. of
J. W. Mansfield Decd

Alex. Savage



A. Davis

N.

N. P. Cropper & al.

G



\$ 500

Rec^d of Albert Davis Five
Hundred Dollars to be
credited on Bond due by A. P.
Cropper to me as adm^r of J^r
W. Mansfield Dec^d with the
will annexed — June 14/69

Alex. Savage adm^r for
J^r W. Mansfield Dec^d



A. Davis

N.

N. P. Cropper & Co.

\$500.⁰⁰

F.

In the Clerk's Office of the Circuit Court of Nansemond
County, on Monday, the 14th day of June 1869.

Albert Davis Plaintiff.

against } In Debt

A. P. Cropper and J. E. Cropper Defendants.

This day came as well the Plaintiff, by his Attorney, as the
Defendants in their proper persons, and the said defendants
acknowledge the Plaintiff's action for Twenty-five hundred
dollars, in the said writ mentioned. Therefore it is considered
that the Plaintiff recover against the Defendants, Twenty-five
hundred dollars, with interest thereon to be computed after
the rate of Six per Centum per annum, from the 14th day of
June 1869, till payment, the debt and interest aforesaid,
and his costs, by him, about his suit, in this behalf expended,
and the said Defendants in mercy &c.

a copy:

Costs

Clerk. \$2.65-

Att: Hay. 3.00

\$5.65-

Teste,

Peter B. Prentiss, D.C.

Albert Davis

⁴/₁₀ { Co: Judgt:

A. P. Cropper and J. E. Cropper

E

At a Monthly Court held for Stansemond
County the 8th. day of February 1869:

On the Motion of Alexander Savage: and it appearing
To the Court, That A. P. Cropper has had written notice
of this motion, by the Testimony of J. E. Cropper: It is or-
dred, That E. E. Lee, be substituted for L. S. Cropper, as
Trustee to a Deed of Trust, executed by A. P. Cropper
and wife to said L. S. Cropper for the ~~benefit~~ of
Alexander Savage, and dated the 12th. day of November
1866, with all the powers of the original Trustee -

A Copy

Teste,

Peter B. Prentiss. Clerk



Albert Davis

N.

A. P. Cropper Cal.

11

Whereas, by the last will and Testament,
of Joseph W. Mansfield deceased, dated the
16th day of February, 1860, That Tract of
Land, containing 200 acres, more or less,
known as "Town Point," lying in Stanse-
mond County, situated in "Bennett's Pasture",
and bounded as follows; to wit: North &
West, by Stansemond River; and East and South
by Bennett's Creek and the lands of Lytleton
Cropper; was sold after due publication,
according to legal forms, before the Court
House door of Stansemond County, on the
12th day of November 1866; And, whereas,
Absalom P. Cropper became the purchaser
of said Town Point, as appears by a
Deed, acknowledged by Alexander Savage,
Administrator with the will annexed of
Joseph W. Mansfield and properly admit-
ted to record, in the Clerk's office of
Stansemond County, Virginia; on the 10th day
of June, 1867. -

Now, Therefore: This Deed, made this
22^d day of **October**, one thousand, eight
hundred and sixty seven, between Absalom
P. Cropper and R. B. Cropper, wife of
said Absalom P. Cropper the parties of
the first part; and Albert Davis, the
party of the second part; Witnesseth:

That the said Parties of the first part
for and in consideration of the sum of
Five Thousand Dollars to them in hand
paid; receipt whereof is hereby acknowledged
as grant, unto the said Albert Davis,
and to his heirs and assigns the land
aforesaid, and all the privileges and
appurtenances belonging to the same.

Witness the following signatures
and seals.



✓ A P Cropper (Seal)
✓ Rebecca B Cropper (Seal)

In the Clerk's Office of Nansemond County Court, The 23rd day
of October 1867.

This Deed was acknowledged by Absolom P. Cropper; and the feme-
covert having been examined by me, in my Office, privily and
apart from her husband, and having the Deed aforesaid fully explained
to her, acknowledged the same to be her act, declared that she had wil-
lingly executed the same, and did not wish to retract it, and there-
upon admitted to record. (The requisite stamps of \$5.00 having
been affixed and cancelled.)

Teste,
Peter B. Prentiss, Clerk

XIII
A. P. Cropper & wife

To E. Weed
Albert Davis

1867
Octo: 23rd. Acknowledged
in the Clerk's Office, by A.
P. Cropper & wife to S. R.

Recorded Deed Book
Vol. page 327.

For deeds' fee paid... \$225-
clk

This Deed, made this 12th. day of November one thousand eight hundred and sixty six, between Absalom P. Cropper, of the one part and Syllerton S. Cropper chosen as Trustee, of the other part. Witnesseth, that the said Absalom P. Cropper, doth grant unto the said Syllerton S. Cropper, Trustee as aforesaid, the following real Estate, to wit: a Tract of Land in Bennett's Pasture, called "Joun Point" and containing Two hundred acres, more or less, and bounded North and West by Nansemond River, and East & South by Bennett's Creek, and the Land of Syllerton S. Cropper, and which Land, was this day purchased by the said Absalom P. Cropper, of Alexander Savage administrator with the will annexed of Jos. W. Mansfield dec^d and is now conveyed to secure the purchase money. In Trust, to secure to the said Alexander Savage administrator of Jos. W. Mansfield dec^d as aforesaid, the following sums of money to wit: the sum of Two thousand six hundred & Sixty six Dolls and $66\frac{2}{3}$ cts due six months after date with interest from this date: also the sum of Two thousand six hundred & Sixty six Dolls and $66\frac{2}{3}$ cts due Twelve months after date with interest from date, and also the sum of Two thousand six hundred & Sixty six Dolls and $66\frac{2}{3}$ cts due Eighteen months after date with interest from date; being the deferred payments on the Land aforesaid, this day purchased, with power to the said Syllerton S. Cropper, Trustee as aforesaid to sell the said Land at any time, after either one of said Instalments,

shall become due & remain unpaid, (and to make such
sale, on such debts, as will meet the debts due (and
hereby secured, (and in all other respects, to be done ac-
cording to law. Witness the following signature
(and seal).

G. F. Christfield

Abraham P. Cropper, (Seal)

Rebecca B. Cropper, (Seal)

State of Maryland }
Cecil County to wit: This is to certify that on this
6th day of Dec in the year A.D. 1866, before me the subscri-
ber, one of the Justices of the Peace in and for the State
& County aforesaid personally appeared Abraham
P. Cropper and Rebecca B. Cropper his wife, (and ac-
knowledge the within Deed of Trust, to be their
act

G. F. Christfield J.P.

State of Maryland }
Cecil County Sch. S

I hereby certify that Gilbert F. Christfield, before whom
the annexed acknowledgement was made and who
has thereto subscribed his name, was at the time
of so doing a Justice of the Peace of the State of
Maryland in and for the County aforesaid duly
commissioned and sworn. In testimony whereof
I hereto set my hand (and affix the seal of the Cir-
cuit Court for Cecil County, this sixth day of Decem-
ber A.D. 1866:

Henry R. Torbert.
Clerk of the Circuit Court for Cecil County

State of Maryland }
Cecil County. to Wits

J. G. F. Christfield, a Justice of the Peace in and for the County of Cecil and State of Maryland, do Certify, that Absalom P. Copper, whose name is signed to it also is a party to the foregoing writing dated 12th: November 1866. has personally appeared before me & acknowledged the same. and I further Certify, that Mrs Rebecca B. Copper, wife of the said Absalom P. Copper, also a party to the said writing, has personally appeared before me and being duly Examined by me privately and apart from her said husband and having the said writing fully explained to her, she the said Rebecca B. Copper, acknowledged the same to be her act and deed & declared that she had willingly executed the same and that she does not wish to retract it. Given under my hand, this Sixth day of December in the year of Lord AD. 1866.

J. G. F. Christfield. J. P.

In the the Clerk's office of Hanson and County Court, the 1st: day of June 1867.

This Deed of Trust, was received and with the Certificates written thereon admitted to record; the requisite stamps, of \$8. having been affixed and cancelled.



Teste in Peter B. Prentiss Clerk,
A Copy: Teste:

Peter B. Prentiss. Clerk

Cropper

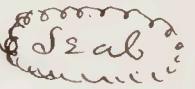
To { Copy Recd of Trush

Cropper Trustee for Maus-
field's Admrs: &c

B.

Whereas by the Last will and Testament of Joseph W. Mansfield deceased, dated the 16th. day of February 1860. and duly recorded in Nansmond County Court, it is among other things directed by the Testator as follows: "In the first place, I leave unto my wife Lucy Jane Mansfield, the whole of my Estate, except what Legacy or Legacies, which will be herein after mentioned for the term of six years that my children may be educated thereby, at the end of which term, it is my will and desire that all my lands and chattel estate be sold for the benefit of my family" &c. and whereas the said term of six years has expired and the said Lucy J. Mansfield having died & Alexander Savage, having qualified in Nansmond County Court, as the administrator with the will annexed of said Jos. W. Mansfield dec'd and having given extensive notice of such sale by advertisement at the Court House door of Nansmond County & various other public places & also in the "Norfolk Virginian" a Newspaper, published in Norfolk, proceeded to sell before the Court House door of Nansmond County, on Monday the 12th. day of November 1866, (being Court day) the lands whereof the said Jos. W. Mansfield died possessed situated in Bennett's Pasture, and called "Town Point" and containing Two hundred acres, more or less, and bounded North and West, by Nansmond River, and East & South by Bennett's Creek, and the lands of Sytleton S. Cropper. And at the sale so made Absolom P. Cropper, became the highest bidder, and purchaser thereof at the price of Ten thousand dollars which he has secured as required by the terms of Sale.

This Deed, therefore made this 12th: day of November, One thousand eight hundred & sixty six, between Alexander Savage, administrator with the will annexed of Jos. W. Mansfield deceased, of the one part (and Absalom P. Cropper, of the other part. Witnesses, that the said party of the first part, in consideration of the said sum of Ten thousand dollars, paid & secured to be paid do grant with special warranty unto the said Absalom P. Cropper (and to his heirs (and assigns forever, the land aforesaid, (and all the privileges (and appurtenances, belonging to the same. Witnesses the following signature (and seals.

Alexander Savage Adm. 

In the Clerk's office of Nauset County Court, the 1st: day of June 1867:

This Deed, was acknowledged by Alexander Savage, administrator with the will annexed of Jos. W. Mansfield deceased, (and thereupon, admitted to record, (the requisite stamps of \$10: having been affixed (and cancelled /

Testr:

Peter B. Prentiss Clerk,

A Copy:

Testr:

Peter B. Prentiss. Clerk



Mansfield's Adm^r:^{xnd} to

In 2 Copy Decd. 13. 45
Cropper.

A

Exhibits - "K" will be filed
when obtained. "L" is not
marked, because the original is
now filed. We may file a copy.

Albert Davis

by

Alex^r. Savage^r.

This cause came on this day to be again heard on the papers formerly read & on the report of John R. Kilby Esq. made pursuant to the decree of the 12th Oct. 1872 (to which report there is no exception) and was argued by Counsel. On consideration whereof the Court doth confirm the said Report, and doth adjudge order & decree that the proceedings had in the said cause be confirmed, and make final & binding between the parties, and nothing more remaining to be done in the cause, it is ordered that the same be removed from the Docket.

Albert Davis

in

Alex Savag &

final Decree
Oct. Ct. 1873

To be entered.

Geo. B. D.

Entered

The answer of Alexander Savage, to a Bill in Chancery, exhibited in the Circuit Court of Hanover County, Virginia by Albert Davis against him and others.

This Respondent says. That the statements contained in the first paragraph of said Bill are true. as also the statements in paragraphs 2. 3 4 & 5. so far as he knows.

That the first Instalment of \$2666.66 $\frac{2}{3}$ referred to in paragraph (6) has been paid, and that there has been paid on account of the other Instalments the sums alluded of \$500. \$700. \$320. & a further sum of \$200 in December 1868 so that there is now due, the sum of \$4722.60 with Interest on the same from the 7th day of May 1870

as the following statement will show. to wit:

one Bond due at 12 months from 12 th Nov. 1866	\$2666.66 $\frac{2}{3}$
one Bond due at 18 months from do.	2666.66 $\frac{2}{3}$

Total amount.

\$5333.33 $\frac{1}{3}$

Interest from 12th Nov 1866 to

14 June 1869 - 2 yrs. 7 m. 20th

828.41 $\frac{1}{3}$

\$6161.75

Credit \$500 & 320.

820.00

\$5341.75

Int: from 14 June 1869 to 7 May 1870.
10 m. 23rd

287.58

\$5639.33

Credit

700.00

Car. on

\$4939.33

Amount brought in $\$4939.33$
Credit 15 Dec 1868 of $\$200.00$
Ditto from 15 Dec 1868 to
7 May 1870 - 1 yr. 4^m. 22 d } 16.73 = 216.73
Balance due 7 May 1870 — $\$4722.60$
with interest from that day

Your Respondent says that the trustee named
in the Deed of Trust referred to in the said
Bill, to wit L. S. Cropper, has removed
out of the State of Virginia when proceedings
were had to substitute another trustee & that
all the legal grounds were stated in the notice
given, and that the order of Court is sufficient
to substitute the said E. E. Lee as trustee
in said Deed of Trust, as he believes —

That the sale of said ^{of said} Land should not be
longer postponed because of any statements
contained in said Bill as to insufficient
notice (1) because the purchase money has long
since been due and unpaid, and is greatly
needed by the heirs of M. W. Mansfield, to
whom it belongs, who are his children & poor.
(2) Because the said Davis has lent said A. P.
Cropper about $\$500$ at usurious interest on
the security & faith of said farm, & afterwards
became the purchaser of said land, subject to
Your Respondent's Lien (3) Because while the

sett due your Respondent, is a fiduciary
debt & only carries six per cent interest, he
the said Davis is receiving a much larger
per cent and is thus speculating on the
opium of your Respondents' interest, and the
delaying such sale only prolongs the income and
gains of the plaintiff at the expense of the
parties who are thus kept out of their just due.

(4) Because the notice of such sale was
ample; the place is a notorious one &
required no very minute description to
attract purchasers, and your Respondent
has reason to believe that on the day fixed for
sale at least two persons were present to buy
the said Land. ~~That interest was~~

~~the money was the said money~~ (5). Because
the deed of Trust does not contemplate (as is
alleged in said Bill) a sale on credit
after the payments secured by said Trust
became due, but simply, if a sale should
be made before all the payments became
due a credit to that extent was to have
been given, and because the deed declares
the same was to be executed according to Law
and the Law allows a sale for cash when
all the money is due & the deed does not
otherwise direct, as the said deed, does not.

(6) Because by Law the sale might have been

cash, no damage nor one by declaring in the notice that a credit would be given another, gratuitously offering a credit when none could be demanded - of which the said Davis has no right to complain.

Your Respondent further says that a sale of said premises should forthwith be made (1) Because said Davis is a mere speculator & invested his money in said farm at an exorbitant & usurious interest and is entitled to no favor (2)

Because the debt is due & has been for a long time & the parties are needy to whom it is due (3) Because the plantation is not kept up & is depreciating (4) Because it is the right of your Respondent (5) Because money now is worth more than six per cent and your Respondent should be allowed to collect the said money & invest it at a greater interest for the benefit of those he represents as the Law allows.

Your Respondent says that the said L. S. Copper & A. P. Copper are both non residents of Virginia;

In conclusion Your Respondent prays that the Injunction granted in said case may be dissolved & that some proper person may be appointed to see said Land

and pay the costs here by your
Respondent, and that in the mean
time a Receiver may be appointed to
take charge of said farm and manage it
for the interests of all parties thereto.

And that the plaintiff may be
compelled to pay the costs to which
your Respondent has been subjected
by these proceedings.

And he

signed

Alex. Savage

City of Norfolk

Virginia } to wit.

I, Edward Spalding

a Notary Public in and for said ^{city} County
and State aforesaid do hereby certify that this
day Alexander Savage personally came
before me and made oath that the foregoing
answers contain the truth to the best of
his knowledge and belief.

Given under my hand this 16th
day of August 1870.

Edward Spalding
Notary Public

Davis

n

Savage tal.
answer of
Alexander Savage

1870. Sept. 5th filed
clerk

In the Circuit Court of the County of Nansemond,

In Chancery.

Albert Davis,

Plaintiff,

against

Alexander Savage, E. E. Lee, and
Absalom P. Cropper and R. B. Cropper, his
wife, and L. S. Cropper, and J. E. Cropper, Defendants.

To the Honorable George Blow, Jr., Judge of the Circuit Court of the County of Nansemond.

Humbly complaining shows to your Honor, Albert Davis of Harre De Grace, in the County of Harford, in the State of Maryland, the above named plaintiff, as follows:—

1. Heretofore, to wit, on the 12th day of November, A.D. 1866, the said Alexander Savage, as the administrator of Joseph W. Mansfield, deceased, with his will annexed, by deed of that date, now of record in the clerk's office of the Court of the County of Nansemond, conveyed to the said Absalom P. Cropper, in fee, a certain tract of land, of which the said Joseph W. Mansfield died seized, situated in Bennetts Pasture, in the said County of Nansemond, called "Town Point", containing Two Hundred Acres, more or less, and bounded North and West by Nansemond River, and East and South by Bennetts Creek and the lands of Lytleton S. Cropper:— a duly authenticated copy of the said deed is herewith filed, marked "A", as a part of this bill.

2. On the same day and year aforesaid, the said Absalom P. Cropper, by deed of that date, now of record in the said clerk's office, conveyed the said tract of land ^{to the said} Lytleton S. Cropper, in fee, ~~the said tract of land~~, In Trust, to secure

to the said Alexander Savage, administrator of Joseph W. Mansfield, dec'd, the following sums of money, to wit: (1) the sum of Two Thousand, Six Hundred and Sixty Six Dollars and $66\frac{2}{3}$ cents, due six months after the said date, with interest from the said date; (2) the further sum of Two Thousand, Six Hundred and Sixty Six Dollars and $66\frac{2}{3}$ cents, due twelve months after the said date, with interest from the said date; and (3) the further sum of Two Thousand, Six Hundred and Sixty Six Dollars and $66\frac{2}{3}$ cents due eighteen months after the said date, with interest from the said date; the same being the deferred payments of the purchase money of the said tract of land; with power to the said Lytleton S. Cropper, trustee, to sell the said land at any time after either one of said instalments should become due and remain unpaid, and to make such sale on such credits as will meet the debts due and thereby secured, and in all other respects to be sold according to law: — a duly authenticated copy of the said deed, marked "B", is herewith filed as a part of this bill.

3. Afterwards, to wit, on the 22d day of October, A.D. 1867, the said Absalom F. Cropper and Rebecca B., his wife, by deed of that date, now of record in the said clerk's office, conveyed the said tract of land to the above-named plaintiff in fee: — a duly authenticated copy of the said deed, marked "C", is herewith filed as a part of this bill.

4. Afterwards, to wit, on the 8th day of February, A.D. 1869, the following proceeding was had and entered of record in the Court of the said County of Nantuxmond, to wit: — "On the motion of Alexander Savage, and it appearing to the Court

that A. P. Cropper has had written notice of this motion, by the testimony of J. E. Cropper: it is ordered, that E. E. Lee be substituted for L. S. Cropper, as trustee to a Deed of Trust executed ~~executed~~ by A. P. Cropper and wife to said L. S. Cropper for the benefit of Alexander Savage, and dated the 12th day of November 1866, with all the powers of the original trustee:— a duly authenticated copy of the said order, marked "D", is herewith filed as a part of this bill.

5. Afterwards, to wit, on the 14th day of June, A.D. 1869, the above-named plaintiff, by the judgment of the Circuit Court of the County of Warrsemond, recovered against the said A. P. Cropper and J. E. Cropper, the sum of Twenty Five Hundred Dollars, with interest thereon to be computed after the rate of six per centum per annum from the said 14th day of June, A.D. 1869, till payment, and his costs by him about his suit in this behalf expended:— a duly authenticated copy of the said judgment, marked "E", is herewith filed as a part of this bill; and the whole thereof remains unpaid.

6. The above-named plaintiff has been informed and believes and therefore charges, that the aforesaid first instalment, to wit, the aforesaid sum of \$2666.66²/₃, first above mentioned, has been fully paid off and discharged. He has himself paid on account of the other two instalments aforesaid to the said Alexander Savage the following sums of money, to wit:— the sum of Five Hundred Dollars, on the 14th day of June, A.D. 1869; and the sum of Seven Hundred Dollars, on the 7th day of May, A.D. 1870;— and he verily believes, and therefore states, the farther sum of \$300⁰⁰/₁₀₀, or \$320⁰⁰/₁₀₀,

the precise amount he is not now able to state, as his papers are at his home in Maryland and he cannot now refer directly to the receipt therefor, which he verily believes is amongst those papers. The above named plaintiff files the receipt of the said Alexander Savage for the said sum of \$500.⁰⁰, marked "F", and his receipt for the said sum of \$700.⁰⁰, marked "G", and will produce and file the other receipt aforesaid as soon as he can obtain the same.

7. The above named plaintiff on or about the 1st day of August, A.D. 1870, obtained from Bain & Brother, Bankers, of Portsmouth, V^a who, he is informed and believes, and, therefore, charges, hold the evidences of the said two last mentioned instalments of \$2666.66²/₃ each, in their possession, as the agents of the said Alexander Savage, a statement of the amount now claimed by the said Savage as the balance due thereon. The said statement is herewith filed, marked "I", and the amount credited as having been paid is only \$1020.⁰⁰ -

8. The above named plaintiff charges, that the proceeding of the Court of the said County of Nansemond mentioned in the foregoing paragraph 4, is null and void, for the following reasons, to wit: - (1) Because it does not appear from the said proceeding on what ground the said C. C. Lee was substituted for the said L. S. Cropper, as trustee under the deed therein referred to; (2) Because, it does not appear from the said proceeding whether the said L. S. Cropper had died, or removed beyond the limits of the state, or had declined to accept the

trust; (3) Because no notice was given to the said L. S. Cropper, or his heirs, or personal representative of the said motion; (4) Because in point of fact the said L. S. Cropper, at the date of the said proceeding, was not dead, nor had he removed beyond the limits of the state, nor had he, so far as the above named plaintiff is informed or believes, ever declined to accept the trust under the said deed; (5) Because, although it appears from the said proceeding, that the said A. P. Cropper had written notice of the said motion, yet it does not thereby appear that he had the "ten days' notice", required by the statute, G. of Vt., ch. 178, (Ed. of 1840) § 5, p. 735.; (6) Because the said proceeding, in declaring that the said E. C. Lee be substituted for the said L. S. Cropper, as trustee under the said deed "with all powers of the original trustee", may be construed simply to confer those powers on the said E. C. Lee, without substituting him to all the rights, duties and responsibilities of the trustee named in the said deed, as is directed by the said statute.

9. Nevertheless, the said E. C. Lee has published in "The Christian Sun", a news-paper published in the town of Suffolk, in the said county of Nantsemond, an advertisement of which the following is a copy: "Notice. - By virtue of a deed of trust, executed by A. P. Cropper, on the 12th day of November 1844, I shall sell on the 8th day of August next, before the Court House of Nantsemond County, that valuable farm known as "Town Point", in Bennett's Pasture, in the Lower Parish of Nantsemond County. A credit

will be given on a part of the purchase money, the particulars of which will be made known on day of sale. E. E. Lee, Trustee." A printed copy of the said notice, cut out of the said News Paper, of 22d ultimo, is herewith filed.

10. The above-named plaintiff is advised, and, therefore, charges, as follows:—(1) That the said E. E. Lee has no power or authority to make the said sale, or to act as trustee under the deed of trust aforesaid of the 12th day of November, A.D. 1846; (2) That even if your Honor should be of a contrary opinion, there is so much doubt as to that point that no prudent man would become a bidder for the said land at the said sale, or at any sale of the said ^{land} made by the said E. E. Lee, until that doubt shall have been removed by some judicial decision regularly obtained; (3) That no sale of the said land can properly take place until after it shall have been determined what amount is due on account of the debts mentioned in the said deed of trust:—the above-mentioned plaintiff is entitled to the equity of redemption in the said tract of land, but cannot redeem until the true amount of indebtedness is ascertained and determined; (4) That the said advertisement is unjust and insufficient in many respects:—(a) It does not state the number of acres, which the said tract of land contains, or describe it in such a way as to indicate to the public its true character and situation; (b) It omits the very important statement that it lies on Xansemound River, about four miles from its mouth—a circumstance that adds greatly to its value, and which, if mentioned, would

induce enquiry and examination on the part of persons desiring to purchase, who would otherwise give it no attention; and by inducing such enquiry, increase the number of bidders; (c) That, although it states that "a credit will be given on a part of the purchase money", yet it does not state, what credit will be given, or on what part of the purchase-money, but expressly reserves the "particulars" of the credit to be made known on the day of sale, and leaves it to be implied what is to be done as to the rest of the purchase-money — thus, in effect no notice is given as to the terms and conditions on which the said sale is to be made, so that persons, who may desire to purchase, instead of having an opportunity given them by a proper notice of preparing themselves before hand to comply with the terms of sale in the event of their buying, must wait till the day of sale to obtain this information — and this is done in reference to the sale of the said tract of land, which was sold at auction by the said Alexander Savage, as administrator of the said Joseph W. Mansfield, dec^d, to the said A. P. Cropper on the 12th day of November, A.D. 1866, at the price of Ten Thousand Dollars, as will appear by reference to the aforesaid exhibit "A"; (5) That a sale of the said land made under such a notice, by a person whose authority is as doubtful as that of the said E. C. Lee as aforesaid, and before the amount due to the creditor is ascertained and determined, can not but expose the said land to the hazard of a sacrifice, and work injustice to the above-named plaintiff: — no prudent man under

such circumstances would bid for the said land a price at all approaching its true value, for the plain and obvious reason that he could not be certain that the sale would be valid, or if valid, that he would not be involved in troublesome litigation on account of it; (6) That according to the true intent and meaning of the said deed of trust, no sale of the said tract of land can be had under it, except upon a reasonable credit, which should be fixed and ascertained, and due notice thereof given to the public when ^{is given of the sale:} notice ^{is} as important to all concerned, who desire a fair sale at a full price, as notice of the time and place of sale, and a fair and full description of the property; And (7) that the most important part of a notice of the sale of real estate at auction — that which tends to bring together the greatest number of bona fide bidders and to secure the best price, to prevent dishonest combinations and defeat the fraudulent designs of what in modern slang is called "a ring" (a fraudulent arrangement to cheat and impose upon the unwary and the innocent and the unprotected) to wit: a full and clear statement of the terms of sale, whether for ready money, or on a credit, and if on a credit, what credit, and a fair and full description of the premises to be sold — is wholly omitted in the aforesaid notice published in "The Christian Sun".

In tender consideration whereof, and forasmuch as the above named plaintiff is without remedy in the premises, except in a Court of Equity: To the end

therefore, that the said Alexander Savage, E. C. Lee, Absalom P. Cropper and Rebecca B., his wife, Lytleton S. Cropper and J. E. Cropper may be made parties defendants to this bill, and required on their several corporal oaths to make true, perfect and complete answer to all and singular the matters herein before stated and set forth, as fully and as particularly as if the same were here again repeated, and they and each of them specially interrogated; that your Honor may decree, that an account may be taken of what is due to the said Alexander Savage, as the administrator of the said Joseph W. Mansfield, dec'd.; that the above-named plaintiff may be at liberty to redeem the said tract of land; that the defendant, E. C. Lee, his servants and agents, and all other persons, may be restrained by the order and injunction of this Honorable Court from making sale of the said tract of land, either under or in pursuance of the said notice published as aforesaid in "The Christian Sun", or otherwise, and from farther continuing the publication of the said notice; and that the above-named plaintiff may have such further or other relief as the nature of the case may require. May a summons, issue, &c.

S. D. J. Sharp, p. q.

Corporation of the City of Norfolk, to wit:—J. C. B. Duffield a notary public for the corporation aforesaid, in the State of Virginia, do certify that Albert

David, the plaintiff in the foregoing bill, this day made oath before me in my corporation aforesaid, that the allegations in the said bill, so far as they depend upon his own knowledge, are true, and so far as they depend upon information derived from others, he believes them to be true. Given under my hand this 4th day of August, A.D. 1870.

B. B. Duffield
Notary Public

An injunction is awarded in favour of the plaintiff in the foregoing bill according to the prayer thereof to restrain and inhibit the defendant, C. C. Lee, ^{named, his servants and agents, and all other persons} in the said bill, from making sale of the tract of land in the said bill mentioned, called "Town Point", either under or in pursuance of the notice mentioned in the said bill and published in "the Christian Sun" of the 22^d day of July, A.D. 1870, or otherwise, and from further continuing the publication of the said notice, until the farther order of the Court; but the effect of this injunction is to be suspended until the said plaintiff, or some one for him, before the clerk of the Circuit Court of the County of Hanover —, with surety deemed sufficient by the said clerk, in the penalty of Five Hundred Dollars, — made payable to the Commonwealth of Virginia, and conditioned to pay all such costs as may be awarded against the

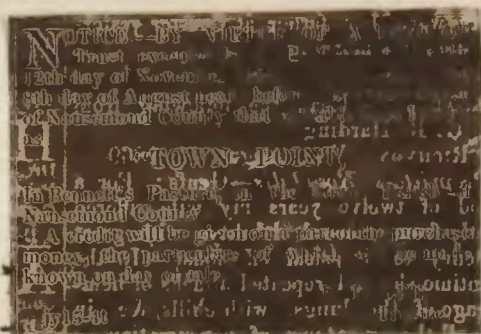
the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved.

W. H. Burroughs,

To the Clerk of the Circuit

City Judge Norfolk City.

County of the County of Nansemond.



Albert Davis

W.

Alexander Savage Gal.

Bill.

S. D. & Sharp, p. q.

Albert Davis

Chy. Notes

Alexander Savage del.

1870. Aug: 5th Injunct. Bond executed Filed

" " Sum. in Chy. & injunct. filed

" 15th Affidavit as to non-resident depts. taken
Filed.

" Sept: 5th: Bill &c filed - Conditional Decree in depts. ~~case~~
E. E. Lee & J. E. Cropper.

" " " Ans. of depts. Savage filed, genl. return: & cause set for
hearing, as to hearing.

" " " Waters by return, as to depts: R. B. Cropper

" " " Or: Pub. awarded to non-res. depts: A. P.
Cropper & L. S. Cropper

" " 27th: Depositions filed

" Octo 5th: Or: Pub: having been published and posted
according to law & no affee: cause set
for hearing on motion of Plaintiff's Counsel.

Octo: 19. Papers recd. in office of Circuit Court of the City of
Norfolk - and cause placed on trial docket.

1871
Jan: 20th } Cause heard - decree of ref. to P. B. Prentiss, Comr. ex. &
cause remanded to Circuit Court of Nansmond.

" March 1st: Papers received in office of Circuit Court of Nansmond
County: & cause placed on trial docket -

" " 11th: Commit Report filed

" April 12th: Decree for Sum. in 1871 Oct Court

1872. " " Decree confirming Report 1871.

" Octo 12. Decree to collect bonds & make deed

1873 May 1. Rept off payts filed

Chy. Notes

3.
Albert Davis,

N.

Alexander Savage Esq.

S. D. Sharp, p.g.

1873 Octo Term
Final. done

1870 Octo: 19 Recd: in the Clerk's
Office of the Cir. Ct. of New York City

VALUABLE LAND

On Nansemond River, in Nansemond Co.,

FOR SALE!

By virtue of a decree of the Circuit Court of Nansemond county, made on the 12th day of April, 1871, in the cause therein depending, wherein Albert Davis is plaintiff, and Alexander Savage, and others, defendants, we will sell before the court-house door of Nansemond county,

On MONDAY, December 11, 1871,

that very valuable Farm known as "Town Point," situated on the right bank of Nansemond river, in Bennett's Pasture.

The tract contains 200 acres more or less, and lies in the junction of Nansemond river and Bennett's creek, and has on it a good two-story wood dwelling house and out-houses, and contiguous to the oyster rocks, and is altogether a valuable farm.

TERMS OF SALE: The costs of suit and expenses of sale cash, and also \$1,250 in cash, and \$1,250 at six months, \$1,250 at twelve months, and \$1,250 at fifteen months, and for the surplus, payable at six, twelve, and eighteen months, all the deferred payments to carry interest from the day of sale; the purchaser to give good personal security, and the title to the land to be retained till the further order of the court.

JOHN R. KILBY, }
CHARLES SHARP, } Com'rs.

November 15th, 1871.