

1879-015
Nansemond Co. (Suffolk)

Chancery Causes: Irajah Longston vs Joseph B. Pierce et al

Cowper, Langston, Johnson, Hodges, BritH, Singleton, Eley

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Joseph B. Pierce*
and *Eva W. his wife*, and *John W. Cooper, an*
infant, under twenty-one years of age.

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the first Monday in *March* next, to answer a
Bill in Chancery ^{to enforce a Mechanic's Lien} exhibited against *Them*
in the said Court by *Isajah Langston*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *9th* day of *February* 1878, in the *102nd*
year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Executed and a true copy delivered to Joseph B. Pierce
and Eben W. his wife each
Feb 11th 1878
J. H. Rawls by son
J. L. Feltgen Shiff

Kelby: p. 9

Isaiah Langston

$\frac{1}{100}$ { Sum^s in Chy: [#]

Joseph B. Pierce & ux: tal

To: March Rules, 1878

Pro: B. No: 1. page 107

Cur: Co:

Virginia:

At Rules, ^{tell} in the Clerk's Office of the Circuit
Court of Nansemond County, on Monday,
the 4th day of March, 1878

Orajah Langston Plaintiff.

against { In Chancery

Joseph B. Pierce and Eva W. his wife, and

John W. Cooper, an infant, under twenty-one

years of age Defendants.

On the motion of the Complainant, by Counsel, Peter B. Prentiss
is appointed guardian ad litem to the infant defendant,
in this suit; and it is ordered, that notice be given the said
guardian of his appointment, by serving on him, a copy of this
order.

Teste,

Peter B. Prentiss, Clerk.

1878. March 4th: I acknowledge service of the foregoing
order, and that I have received a copy thereof.

Peter B. Prentiss.

Edward Litem

Langston

75

Piece Lys: Lal

Order appointing gdn ad
litern

Langston

as I in choy
Pierce & als

This cause came on
this day to be heard on the
Bill & exhibits filed, and on
motion of defendant by his
Counsel, ^{leave to file a} general demurrer
was granted, and ninety days
given the defendant to file his
answer. & the cause was
continued,

Entered O.B. No. 1-
p. 394

At a Circuit Court, continued and held for Hantsman and
County, the 12th day of April, 1879.

Isajah Langston Complainant

against } In Chancery

Joseph B. Pierce and Eva W. his wife, and
John W. Cooper, an infant, under twenty-one
years of age Defendants.

On motion of the Complainant, by Counsel, it is ordered, that,
unless the defendants, Joseph B. and Eva W. Pierce file their answer
in this Cause for hearing, within sixty days, after they shall have
been served with a copy of this order, the Bill of the Complainant
will be heard, and decree entered herein, in accordance with the
prayer of ~~the~~ said Bill, at the next ensuing term of this Court.

A Copy:

Teste,

Peter B. Prentiss. Clerk

Isaiah Langston

25 { Copy given
Apr. Term, 1879
Joseph B. Pierce Lib.

On the 6th day of May, 1879,
I delivered a copy of the within
order to Joseph B. Pierce and Eva
W. his wife, each.

J. L. Fulham
Suff

Langston

vs.

Pierce

On motion of the ^{Complainant} Plaintiff
by counsel it is ordered that
unless the defendants, ^{Jas. B. & Em. W. Pierce} file
their answer in this cause
for hearing ^{within sixty days} at or before the next
~~term~~ of this Court after they
shall have been served with
a copy of this order, the Bill
of the Complainant ^{will} be heard
and decree entered herein in
accordance with the prayer
of ~~the~~ ^{said} Bill, at the next en-
suing term of this Court.

Langston

vs.

Pierce

Nausemond County

Circuit Court

April Term 1879

Decree

To be entered

(or¹⁶)

April Term 1879

To be entered

Geo. Reed

Entered O/S not-

No. 440

Chas

(S)

To { J. B. Pierce and Eva W. his wife and John W.
Couper an infant under twenty one years of
age by P. B. Prentiss, his guardian ad litem —

Take notice that I shall on the 12th day of March 1879, next, at
the Clerk's Office _____ in the
Town of Suffolk, Va. between the hours of 8 a. m. and 6 p. m. of that day, proceed to
take the Depositions of Geo. W. Singleton, W. Frank Eley —
_____ and others, to be read as evidence in my behalf, in a certain suit
in Equity _____, depending in the Circuit Court of Household
County, wherein I am _____

_____ are plaintiff, and you _____
_____ 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,

To the Sheriff of Household }
County to execute.

Respectfully,
Isajah Langston
By Attorney:
Feb. 18th. 1879

Isajah Langston

vs.

} In. Chy.

J. B. Pierce tal.

Original
to be returned to Chas.
H. Causey, Counr.

Executed copy of the within delivered to J. B. Pierce &
Evan his wife

J. B. Causey

State of Virginia,
Hansemond County, to wit:

The Depositions of James W. Johnson, Solomon Hodges and others, Taken before me, C. N. Causey, a Commissioner in Chancery, of the Circuit Court for the County of Hansemond, pursuant to notice hereto annexed, at the Clerk's Office in the Town of Suffolk on the 12th day of March, 1879, between the hours of 6 A.M. and 6 P.M. to be read as evidence on behalf of Izajah Langston ~~and J. B. Pierce~~ in a certain suit in equity depending in the Circuit Court for the County of Hansemond, wherein Izajah Langston is plaintiff and J. B. Pierce and Eva W. his wife and John W. Cooper an infant under twenty one years of age by P. B. Prentiss, his guardian ad litem are defendants. Taken in the presence of said guardian ad litem.

Commissioners Office
Suffolk Virginia

March 11th: 1879.

Najah Longstone Plaintiff.

vs & In Chancery

J. B. Pierce and Eva W. his wife and
John W. Cooper an infant under twenty
one years of age by P. B. Prentiss, his guard-
ian ad litem Defendants.

Present W. J. Kelly, Esq.

Attorney for Plaintiff and

P. B. Prentiss Guardian ad litem

James W. Johnson being duly sworn on the
Holy Evangelists of Almighty God, deposes
and says-

1st Quest. What is your age, where do you reside and
do you know the parties to this suit?

Ans. Forty-six years of age, reside in Suffolk and
I know the parties to this suit.

2nd Quest. Are you acquainted with the property com-
monly known as the "Cooper Oyster house"
if so describe its location, and the location of
the houses, and line between them

Ans. I am well acquainted with the said property
The property is located on the South side of
the S. & R. R. R. and immediately adjoining
it, in the Town of Suffolk. There is a large

brick house on the property which is used as
the oyster house, and in the rear at a distance of
about 80 feet the lime kiln and lime house
are situated, the said lime house running
back about 60 feet further and down the hill on
land that could not be profitably used for any
other purpose. the only way to reach the lime kiln
and lime house is through a lane (or across
the land belonging to the front part of the said
property, and without a right of way through
this part of the lot the said lime kiln and
lime house would be utterly valueless to
any purchaser - and there is plenty of land
for this purpose without detracting in the
least from the value of the front part of
the said property, and there is also plenty of
space between the said oyster house and the
lime kilns for the convenient and profit-
able use of both. the lime house was
built by Isaac Langston, the plaintiff to
this suit; the lime house is connected with
the kilns and would be valueless without
the kilns - I have known the property since
1869 and was employed by H. D. Cowper the
owner from that time until his death
in 1872. All the materials used in constructing
said lime house were furnished by Isaac
Langston, for the convenience and en-

judgment of said lime-house and kilns the extreme rear part of said lot next to said lime house including a space of about 40 ft X 60 feet will be necessary, as some space will be required to deposit shells for the burning of lime, in said kilns. The above named space could be cut off from the lot without material injury or detracting in any way from the front part of the property. The said lime house was built and materials for the same furnished by said Drajah Longston about the first of November 1877, and the same afterwards accepted by the owners of the ~~same~~ and rented out to J. W. Fuller.

And further this Depoant saith not
J. W. Johnson

Solomon Hoelzer being duly sworn &c,
deposes and says.

1st. Quest: How old are you, where do you reside, and do you know the parties to this suit?

Ans I am 62 years of age, reside in Suffolk and know the parties to this suit.

2nd Quest: Having heard the ~~statement~~ statement of J. W. Johnson given above, do you concur in his description of the property in controversy, and how long have you known its situation?

Answer

Having known the property for more than forty years and have been living opposite the same since 1842, and being present when Mr. Johnson gave his testimony I fully concur in his statement. Knowing the facts to be true

And further this deponent saith not

Solo Hodge

George W. Singleton being duly sworn &c,
deposes and says,

1st: Quest: How old are you, where do you reside,
and do you know the parties to this suit?

Answer. I am 59 years of age, reside in Suffolk and
know the parties to this suit.

2nd Quest: Are you acquainted with the property com-
monly known as the "Cooper oyster house"
if so, describe it, its location and the lo-
cation of the houses and line between them

Answer

I have known the property for more than
thirty years and I fully concur with the
statements above, made by J. W. Johnson and
Solomon Hodge and know the facts to be
true of my own knowledge having used
the premises for several years in the
oyster and lime business

And further this deponent saith not

G W Singleton

E. B. Britt being duly sworn &c. deposes and says,

1st. Quest. How old are you, where do you reside, and do you know the parties to this suit?

Ans. I am 48 years of age, reside in Suffolk and know the parties to this suit:

2nd Quest. Are you acquainted with the property commonly known as the "Cooper Oyster house," if so, describe it, its location and the location of the houses and line hills thereon.

Ans. I have known the property more than 20 years and fully concur in the statements made by Mr Johnson and know the facts as to the lot to be true from the length of time I was engaged in business on the said lot, having been engaged in the oyster and line trade for five years thereon.

And further this deponent saith not.

E. B. Britt

Isajah Longeston the Plaintiff in this suit being duly sworn, deposes and says,

1st Quest. What is your age, where do you reside and are you the Plaintiff in this cause?

Ans. I am 38 years of age, reside in Nansemond County and I am the Plaintiff in this cause.

2nd Quest. Did you build the line house and furnish all the materials for the same on the lot con

now known as the Cooper Oyster Home & lot and
~~if so, when?~~ as set forth in the papers in this
cause, and if so, when?

Ans

I did build the lime house and furnished all
the materials used in constructing the same
house, and completed the major part
of the work ~~over~~ or a short time after the 8th
of November, 1877, I am confident it was
not sooner, and about the 24th of Novem-
ber I finished the work entirely by con-
structing a trough for the conveyance of water
into the house for the purpose of slackening the
lime when drawn from the kilns.

3rd Quest.

What were you to receive for doing the work
and furnishing the materials - and what
part of the same has been paid?

Ans

I was to have received \$250.00 and no
part of the same has been paid and I was
compelled on the 30th day of November, 1877
to file a Mechanic Lien to secure the same
which is set forth in the papers in this cause.
The trough above mentioned was constructed by
W. H. Eley.

~~And further that defendant sent out~~

A. L. Withers, Esq -
Cross-examined by Deft. Attorney.

1st Quest

With whom did you make the contract and
what were you to do?

Ans

I made the contract with Singleton and

Fuller, ~~in the~~ after I began the work I saw
Mr C. N. Ridelick, he told me to build the lime
house first - and after I built the house I went
to see him - under my contract I was to build
a house 32 ft x 70 ft and furnish all the
materials, and I was to put sleeper and flooring in
the part of the oyster house used for storing oysters,
put a wooden wall to hold the shells and also
to build a coal box - also a trough about one
hundred feet in length to let off the oyster liquor
from the house and for this I was to have re-
ceived \$25⁰⁰ at the time I agreed to do
the above work there was nothing said
about erecting a fence but afterwards it
was proposed by Mr C. N. Ridelick to have
a fence around the lot and for this I
was to have \$25⁰⁰, which was entirely sepa-
rate from the first named job.

Q. Did Singleton & Fuller have any interest in
the lot or right to contract.

A. They rented it from the owner, Singleton told
me that Mr Ridelick directed him to put
it out to the lowest bidder.

Q. What did C. N. Ridelick have to do with the
work?

A. I considered that he was acting as agent for the
child of N. D. Cooper, the former owner of the
property.

Re-direct--

1st Quest.

You say your contract was with Singleton and Fuller, were they tenants of the premises at that time?

Ans.

They were.

2d Quest

By what authority did they employ you to do the work?

Ans

Capt Singleton told me that Mr C. H. Riddick had authorized him to let out the work to the lowest bidder.

3rd Q.

Did C. H. Riddick own the lot in question?

Ans

No; it belonged to H. D. Cowper's estate.

4th Q.

For whom was C. H. Riddick acting?

Ans

I supposed he was acting for the owner.

5th Q.

You say that after you had made arrangements with Singleton & Fuller to do the work you saw C. H. Riddick, did he then sanction what they had authorized you to do and approve of it fully?

Ans

He did, and gave me an order on them for the money (i.e. on Singleton & Fuller) the money was to come out of the rent, they being the tenants of the premises -- but the money has never been paid.

6th Q.

Did C. H. Riddick deal with you as having full authority to have the work done?

Ans

He did, and said nothing to the contrary -- but spoke of having other work done

7th Quest

Did you have subsequent conversation with C. H. Riddick about the work and about the payment of your money and did he in those conversations deny or qualify his authority to have the work done?

Ans.

I had other conversation with C. H. Riddick and he never denied his authority to have the work done but on the contrary approved of it, and received it - and made several proposals for the payment of the money ^{on} which was ever carried into effect, and the money is still due and unpaid. And further this Depoent saith not.
Isaiah Langston

George W. Singleton being recalled & says
further says.

1st Quest

Did you and E. B. Buit ever rent the premises in question and if so when, of whom, for what time and to whom did you pay the rent?

Ans.

We did rent them of C. H. Riddick in the Fall of 1872 under a lease for three years with the privilege of five and we occupied the place for five years, at the price of \$350. per annum and the money was paid quarterly to C. H. Riddick in person, this brought our occupancy to the Fall of 1877

2nd Q. Who rented the property at the expiration of your lease above named?

Ans The premises were put up publicly ^{in July or August 1877} and by C. H. Riddick and rented by J. W. Fuller at the price of \$3-50. per annum for three years with the privilege of five.

3rd Q. Did you afterwards go in business with said Fuller as partner under his lease above mentioned and if so at what time, and did Mr Langston do his work after your partnership was formed?

Ans I went in business with Fuller on the 1st of September 1877, and Langston did his work after the partnership was entered into.

4th Q. Who had had control and management of the property at this time and to whom did you pay the rent.

Ans Chas H. Riddick as the agent of the owner.

5th Q. Was any act or transaction of said C. H. Riddick with you or your firm ever objected to or repudiated by any one interested in the premises as owners or otherwise?

Ans No—

6th Q. Did C. H. Riddick authorize Fuller or yourself to ^{have the work} ~~do the work~~ which Mr Langston did as aforesaid and was the same

Ans approved and accepted by David Reichick
He authorized Fuller and myself, being
present together to have the work done and
afterwards approved of it - and gave an
order on me to Langston for the money,
which I was to pay out of the rent, and
which I have never paid.

And further this deponent saith not
G W Singleton

W. F. Ely being duly sworn &c. deposes and
says.

1st: Quest: What is your age, where do you reside and
do you know the parties to this suit?

Ans I am 29 years of age, reside in Newsum
County and know the parties to this suit.

2nd: Quest: Did you perform any part of the work on
the limehouse above referred to or anywhere
on the premises for said Langston?

Ans I did - I made the trough mentioned by
Mr Langston about the 24th of November
1877 and I helped to build the limehouse
before that time doing the work for and
at the request of said Langston and I
know the fact that the said Langston
furnished all the materials used in the
construction of said house. and finished
the same with the exception of the trough

on or about the 8th or 10th of November 1877.
And further this deponent saith not
J^m F. Ely

No other witness appearing, the further taking of
these depositions is continued until Friday the
21st day of March, 1879, at the same place and
between the same hours

C. H. Learey Com^t &c.

1879. March the 21st:

Neither counsel nor witnesses appearing
the further taking of these depositions is closed
hereunder by to wit:

I, C. H. Learey a Commissioner in
Ch^g for the Circuit Court of Hancock County do
hereby certify that the foregoing depositions were duly taken
sworn to and subscribed before me at the time and place mentioned

Given under my hand this 21st day of March 1879

C. H. Learey Com^t in ch^g

Examination }
Piercesal } Ch^g

"Depositions"

1879. March 28th. Filed.
C. H.

Langston

vs.

Pierce & als.

This cause came on this day to be again heard on the papers formerly read therein and on the answer of Era W. Pierce Guardian of John W. Coufer an infant under the age of twenty-one years and on the examinations of witnesses, and was argued by counsel.

On consideration whereof the Court doth order that this ~~the~~ cause be dismissed, and ~~that the defendants~~ at the plaintiffs costs

Langston
vs. } In chy.
Pierce

act. ¹⁶ Term 1879

~~See~~

To Be returned
Oct. 16th 1879

Geo. B. Blow.

Entered O.B. Prob
p. 464

Langstone
vs & Du Cher.
Pierce et al

The answer of John W. Cowper
by Eva W. Pierce his guardian one of
the defendants to the bill of complaint
exhibited against him in the Circuit
Court of Hanson County by Langstone
complainant. His defendant, reserving
himself all rights of exception to the said
bill of complaint, for answer thereto
saith: That soon after the death of Henry
D. Cowper the father of John W. Cowper
infant under the age of twenty one years
(to wit who is about nine years of age) your
respondent qualified as the guardian
of the said John W. Cowper having given the
bond required by law as will more fully
appear from the records of the County Court
for the County of Hanson. That during her
guardianship as Eva W. Cowper that Lett.
Riddick was entrusted with the manag-
-ment of her business both her private af-
-fairs and as guardian aforesaid, and that
the said Lett. Riddick was then authorized and
requested to collect the rents due to your
respondent in her own right and as guardian
of John W. Cowper deceased, & did attend to
all matters of business for your respon-

-dent, that matters continued in this way
until the last of January 1877 when your
respondent the then widow of the said
Henry D. Cowper now deceased, married
Joseph B. Pierce her present husband
who is a party to this suit. That at the
time of and after her said marriage to the
said Pierce your respondent is advised
& so states that her duties as guardian
ceased and determined and she had
no further control over his affairs as
his official guardian. In the mean-
time your respondent was aware that
C. H. Riddick was much involved, and
was desirous of having her affairs &
those of her child the infant taken
care of by his then step-father Joseph
B. Pierce, and accordingly in the spring
of 1879 entered into new bonds as guardian
for John W. Cowper infant, and qualified
as such before the County Judge, as will
be seen by reference to the records in
the County Court, That in July 1877 or Septem-
-ber of that year the repairs to the lime
house were made or contracted to be made
as is alleged by C. H. Riddick as appears
from the complainant's bill, but your
respondent utterly denies that the said
C. H. Riddick was authorized to make

such a contract as is alleged by the Complainant, or indeed any contract at all, your respondent at that time having no authority to appoint an agent to do that which she herself (as she is advised) could not do, that is to say that your respondent was not at that time the guardian of John W. Lawper and did not qualify as such until the spring of 1879. Your respondent also denies that E. H. Riddick ever contracted to pay to the complainant \$250.00 for the construction and repair of the said premises, and that if the said E. H. Riddick had acted by authority (as is not the case) he only contracted to allow \$75.00 worth of improvements put upon the said property. Your respondent further says that the property asked to be sold in the bill can not be sold without injuring the whole property which is very valuable that the lime house is immediately adjoining the oyster house and if sold will leave no place for storing shells, or coal, thereby greatly damaging the whole property, that the property can be easily rented to pay the amount of repairs that have been done upon the said property. Your respondent is further

* Your respondent also alleges that, if the work had been done according to the alleged contract with C. H. Riddick, that that contract required that a fence should be built from the lime house to the main street — which fence was not built by the complainant & has not yet been built. That the estimate for material & labor is excessive & entirely too much. The lime house being a very plain shed covered with clapboards and the material cheap and common.

advised and so stated that no one was authorized to order repairs upon the said property except the owner thereof, and that no mechanics lien upon property can be held valid and binding, unless the repairs were ordered by the owner — That the said John W. Cooper infant will loose largely by the late C. H. Riddick unless the bounty of his survivors provide for him, and that the price of Real estate sought to be sold will deprive him of his inheritance left him by his father. That your respondent is too poor to aid him in his education and maintenance & that he is utterly dependent upon the proceeds arising from the rent of the said house, & other small sources of revenue. * And now your respondent having fully answered the complainant's bill, this respondent prays hence to be dismissed with her reasonable costs in this behalf expended and she will ever pray &c.

Eva H. Pierce

State of Virginia Gen. for J. W. Cooper Infant,
County of Hanover to-wit:

This day personally appeared before me James J. Lewis
Justice of the Peace for the County of Hanover

~~~~~  
Eva W. Pierce guardian for John W. ~~Chapman~~  
whose answer is above written and made  
oath that the statements contained in  
said answer, so far as made of her  
own knowledge are true; and that such  
statements as are made therein from  
knowledge or information derived from  
others, she believes to be true.

Given under my hand this 3<sup>d</sup> day  
of October A.D. 1879

James J. Lewis Justice Peace &c.

Langstone  
vs. { DuChay  
Pierce & als

---

Answer of  
E. W. Pierce & Sons

To The Circuit Court of Nansemond County, Va.

The answer of John W. Cooper, an infant, under twenty-one years of age, by Peter B. Prentiss, his guardian ad litem, to a Bill in Chancery exhibited against him and Joseph B. Peirce and Eva W. his wife, in the said Court, by Jajah Langston.

This Respondent says that the facts set forth in said Bill are, so far as he knows or believes, true: but, being an infant, under the age of twenty-one years, and ignorant of his rights, he submits the same to the Court, and prays that no order or decree may be made in the premises, inconsistent with his rights.

Signed

Peter B. Prentiss,

Edward litem

Langston

~~14~~  
15

Price Lay Lali:

---

Mus. of Infant

Whereas, by Section 3, Chapter 113, of the Code of Virginia, it is provided that all persons performing labor or furnishing materials for the construction, repair or improvement of any building or other property, shall have a lien, as provided further by law, upon such property and so much land therewith as shall be necessary for the convenient use and enjoyment of the premises, for the work done and materials furnished; And Whereas, between the first of September, 1877, and the 1st of November, 1877, and chiefly, during the month of October, intervening, Irajah Langston, in pursuance of authority did undertake to, and did, build, on the premises, lot or parcel of land, known as the Oyster house and lot, lately owned by Henry V. Conper, deceased, now owned by his son and heir, John W. Conper in fee-simple, and by his late widow, Eva W. now Eva W. Pierce, who has dower therein, the same being in the Town of Suffolk, Va., adjoining the <sup>Rail</sup> S. & P. Road, one certain lime house or shed, wherein lime is manufactured, and did furnish all the lumber, materials &c. in the entire construction of said lime house, and did furnish the labor necessary therefor, and repair the wooden or rear part of said Oyster house, put a floor and wall in the same, and did furnish the labor and materials necessary therefor, at and expense and cost, and outlay of money to the amount of

\$250.00

as follows:

|                                             |   |         |
|---------------------------------------------|---|---------|
| To plank boards used in ... Construction of | { | \$86.50 |
| the lime house aforesaid                    |   |         |
| " Plates & joist used in ditto              |   | 10.00   |
| Carried forward                             |   | \$96.50 |



before me, the undersigned, and acknowledged the same,  
and made oath that the said writing, is a true account  
of the work done, and materials furnished, as therein  
specified

1877. Nov: 30 }  
Suffolk, Va. }

Walter J. Kilby.  
Notary Public

In the Clerk's Office of Nansemond County Court, the  
30th. day of November, 1877.

The foregoing account, statement and affidavit were  
filed by Irayah Langston, and admitted to record.

*Tesle,*

Peter B. Prentiss. Clerk

a Copy:

*Tesle,*

Peter B. Prentiss. Clerk

Nansemond Co: Co:

Clerk's Office July 26th. 1878 }

X<sup>nd</sup>

Isaiah Langston

25<sup>th</sup> { Mechanics' Lien

John W. Cooper & Co

"Exhibit A."

To Hon. Geo. Blow, Circuit Court Judge in and  
for Fauquier County, State of Virginia:

Humbly complaining respectfully repre-  
sents and shews unto your Honor, Your Com-  
plainant, Isaiah Langston,

That during or about the month of Sep-  
tember 1877 he was duly employed and did  
contract to build and construct and in fur-  
suance of proper authority did build and  
construct, a certain lime house or shed for  
the manufacture and storage of lime on  
the premises, lot or parcel of land, known as  
the Crofer oyster house and lot, lately owned  
by Henry D. Crofer deceased, and now owned  
by his only son and heir, John W. Crofer  
in fee-simple, subject to the dower therein  
of Era W. wife of Joseph B. Pierce and late  
widow of said Henry D. Crofer deceased:

that said oyster-house and lot are located  
on the East side of Main Street in the Town  
of Suffolk and adjoining the Seaboard and  
Roanoke Railroad and the land of Martha  
Shivers; that your complainant did also  
furnish and supply all the lumber, boards,  
planks, timbers, nails and other mate-  
rials necessary and used by him in the  
building, construction and erection of said  
lime house on said premises and did

perform and do all the work and furnish and supply all the labor in the building, construction, erection and completion of said lime house, according to the wishes, desires and plans of the owners thereof and of said premises, - all at an expense, outlay and expenditure of money by Your Complainant to the amount of two hundred and fifty dollars, as will appear by a duly certified copy of an itemized statement herewith filed as part of this Bill and hereinafter marked "Exhibit A." showing Your Complainant's account of said work done and materials furnished;

That Your Complainant did also repair and add to the wooden or rear part of said oyster house and do various and sundry other kinds of work on said premises and furnish all the materials and labor necessary therefor, - all at expense and outlay by Your Complainant of \$250 as aforesaid;

That said lime house was duly completed and work done and all approved of, and received by the owners of said premises, oyster-house and lot and appropriated to their own use, profit and

enjoyment and is still held and retained by said owners as and for their own property:

That after the completion of said live house, repairs and work by Your Complainant as aforesaid and the reception thereof by the owners of said premises and the appropriation thereof by them as aforesaid, said owners willfully refused and neglected and still do neglect and refuse to pay Your Complainant said sum of \$250 or any part thereof, due to him as aforesaid for the work done material furnished and labor performed as aforesaid in building said live house and making said repairs, and that no person other than said owners have paid or undertaken to pay Your Complainant said sum of \$250 or any part thereof.

Your Complainant charges that payment of said sum of \$250, or any part thereof having been refused as aforesaid, he proceeded within thirty days after said work was done, labor performed, and materials furnished and before the credit given therefor expired, to avail himself of the benefit of a mechanic's lien on said property and

premises and so much land as may be necessary for the convenient use and enjoyment of said premises as provided by law and signified his intention to claim the benefit of said lien to secure his claim aforesaid of \$250. by his proper writing and statement dated the 30th, day of November 1877 and duly sworn to, and admitted to record on the same day in the Clerk's Office of Hausmann County Court, as will appear by a duly certified copy of said writing and statement filed herewith as a part of this Bill and marked "Exhibit A".

And Your Complainant charges that said property is subject to said lien that said lien should be enforced and said property subjected to a sale and the proceeds of the sale to the payment of his claim aforesaid.

In consideration whereof, Your Complainant being without remedy save in a Court of Equity, prays that said Joseph B. Pierce and Era W. his wife and John W. Confer may be made parties defendant to this Bill and be required to answer all the allegations contained herein, the adults in their proper persons and the infant by his guardian ad litem

to be appointed for him; that a Commissioner of this Court may be required to take and settle an account of Your Complainant's claim or lien aforesaid and <sup>and how much and what part of said premises may be necessary for the convenient use and enjoyment of said land and appurtenances.</sup> of all liens in said property. And that Your Complainant's Mechanic's lien aforesaid may be enforced and said property, subject to said lien, may be sold and the proceeds of the sale applied in payment of Your Complainant's claim, and that all further and adequate relief consistent with Equity may be granted. And, as in duty bound, Your Complainant will ever pray &c.

Iraiah Langston  
By Wilbur F. Kilby, Atto.

Langston  
vs. } In chancery.  
Pierce & als.

Bill

Joseph Langston

25 { Chy: Notes

Joseph B. Pierce Ex. Lat.

1878 Feb: 9th: Sum. in Chy: issued to March Rule 1, 1878

" March 4th: Bill de filed - Decree nisi & adult dopts: -

Peter B. Pierce's apptd gen: ac-  
tion to infant doft to file his  
answer to which there was a genl:  
reply, & on Mors of Pltffs: Counsel,  
Cause set for hearing, as to him.

" April 12th: Leave given to file answer in 90 days.

" Octo: 15th: Continued

1879. March 28th: Dpts: filed

1879. April 12th: order made, then made, the dopts: Pierce & Ben there

answer within 30 days, after service of a copy of said order  
then, at the next term, a decree will be entered ac-  
cording to the prayer of the Bill.

" Octo: 16th: Dismissed at Pltffs: costs

Case. cat 710.  
all - 11-  
M - 5-  
Came 5-  
53

Chy. Notes