

1888-004

Nansemond Co. (Suffolk)

Chancery Causes: James R. Parker vs Martin Walls et al

Harrell, Copeland, Farmers Bank of Nansemond

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Martin Wells, John R. Copeland, Trustee, and The Farmers Bank of Nansemond*

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 *September* next, to answer a

Bill in Chancery, exhibited against Them,

in the said Court by *James R. Parker,*

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *25th* day of *August,* 1887, in the 112th year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

I have this the 26th day of Aug. 1887 served a
 Copy of this process in writing upon the within
 named Martin Wells John R. Copeland & John R.
 Copeland, President of the
 Farmers Bank of Mansfield.

Wm. H. Howell
 Shff.

James R. Parker
 Esq. Mansfield, N.H.

vs { Sumner Chy.

Martin Wells, John R.
 Copeland, Justice, and the
 Farmers Bank of Mansfield.

The Sept. Rules, 1887.

Filed Aug 28 1887

Ms. B. 11.1. page 248

Ex. Co.

James R. Parker

^{v.}
Martin Wallis, John R. Copeland, Trustees,
and The Farmers Bank of Newsumond.

All the matters in controversy in
this suit having been compromised,
on the motion of the complainant
this cause is dismissed and ordered
to be stricken from the docket, each
party to pay his own cost. -

Jas. R. Parker

v. E. Order

of dismissing suit

M. Wallis T.D. -

We consent to this
order. Rob. R. Prentiss p.d.

To be entered
C. W. Steele

To the Hon. Le. White Judge of the
Circuit Court of Hanseman County,

Humbly Complaining, sheweth unto your honor,
your orator, James R. Parker, that some time in
1885, your orator and Martin Walls, pur-
chased of R. M. Harrell and Sarah Harrell
a certain tract of land in Hanseman County, Vi-
rginia, containing one hundred and ninety
three acres, and adjoining the lands of, Edward
Harrell, Jas E. Liddick, J. P. Booth's estate and
the meadow ^{Boat} at the price of six hundred dol-
lars, took from them a contract of sale therefor, and
were put in possession of said land. That soon
afterwards your orator and said Walls sold the
timber on said land for four hundred dollars,
collected the same and paid to said Harrell an ac-
count of the purchase price, leaving only two hun-
dred dollars then due and unpaid. That your
orator and said Walls purchased said land jointly,
and it was agreed that the said R. M. and Sarah
Harrell, on the payment of balance due on purchase
price should convey said land to your orator and
said Walls jointly. But the said Walls on the
15th day of October 1886, by falsely pretending to
said R. M. Harrell and Sarah Harrell that your
orator had sold to him his interest in said land,
induced said R. M. Harrell and Sarah Harrell re-
lying upon the false and deceptive statements of
said Walls to convey to him alone said land, in

disregard of the rights ^{of your orator} therein. Thereupon said
Wells made a deed of trust to Geo. J. Cope,
land trustee for the Farmers Bank of Man-
sion and upon said land, secured the balance
of the purchase money and paid the same to said J.
M. Harrell and Sarah Harrell. Your orator was
then induced to believe by said Wells that he was
ready at any time to convey to him his interest
in said land, or to sell same and divide
proceeds of sale, and has frequently consulted with
your orator as to the proper price at which to sell said
land. That said Wells, until recently, at all
times recognized your orator's interest in said land,
and at all times agreed to make a conveyance
to your orator of his interest, or to sell said land and
divide proceeds of sale, but now, when called upon
by your orator refuses to recognize his interest or com-
ply with his ^{agreement} ~~interest~~. Your orator has delayed
action by relying upon the false statements and
agreement of said Wells, but has never in any way
surrendered his interest in said land.
Your orator is advised that having paid his
share of the purchase price to the amount of
\$400, and having been at all times ready and
willing to pay his share or even all of the balance
as it was due, ^{for as it now stands,} and having in no way relin-
quished his interest in said land that he has

an equitable interest in said land, and
is entitled ~~to~~ a conveyance of his half interest,
subject to the deed of trust thereon given to secure
the amount of purchase price due and unpaid after
the first payment, or to a sale of said land sub-
ject to said deed of trust, and a division of the proceeds.
In tender consideration whereof and for as much as
your orator ^{is immediately} ~~is~~ in a Court of equity, ~~your orator~~
where matters of this kind are alone cognizable your
orator prays that Martin Walls, Jos R. Copeland ^{trustee}
and The Farmers Bank of Mansfield may be
made parties defendant to this bill and required to
answer the same, answers on oath sworn; that the
said Martin Walls may be required to convey to your
orator his half interest in said land subject to the deed
of trust now therein, or that said land may be sold
said deed of trust satisfied, and the balance of pro-
ceeds of sale then divided ^{between} your orator said Walls, and
your orator interest to have to him; that proper process
issue: proper injunctions be directed, and that all
relief then further and general relief may be
granted your orator as the nature of this case may
require or a Court shall deem meet. And your orator
will ever pray &c

E. E. Hull and, T. G.

Bee. E.E. Holland. p. 9.

James R. Parker

is

Martin Wall's oaks

Hausman & Co.

James R. Parker

vs { Chy. Notes

Martin Wales & Co

1887. Aug: 28th: Sum'd in Chy: issued to Sctrs: Rules, 1887

" Sctrs: 5 Bill filed and decree nisi vs defendants

"

Chy: Notes

E. E. Holland. p. 9

Chancery Papers

James R. Parker
against

Martin Wall's Vals
1888

April Term
Final decree

May 25 1888

Morse and Co. Co.