1888-005
Nansemond Co. (Suffolk)

Chancery Causes: Harrison Roberts vs Edmund Bailey

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Edmund Bailey

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, exhibited against* him *in the said Court by* Harrison Roberts

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 14th *day of* February *1888, in the* 112th *year of the Commonwealth.*

Teste:

Peter B. Prentis *Clerk.*

I have this the 20th day of February 1888. Served a Copy of this process in writing upon the within named Edmund Bailey.

Wm H. Howell
Sheff-

Stevens Ass.

Harrison Roberts
vs
Edmund Bailey

Filed March 20, 1888.

Bro. B. No 1 page
Circ Co

Roberts.
vs{ McHaney.
Bailey.

This cause came on this day to be heard on Complainants bill, the defendants plea, and application thereto, and was argued by Counsel: On Consideration whereof the Court doth sustain said plea, but it appearing to the Court that the said Complainant, from receipts filed with his bill, has paid to said defendant the sum of forty six dollars on account of purchase price of land in Controversy, it is ordered that the said defendant, Edmund Bailey, pay to the said Complainant, Harrison Roberts, the said sum of forty six dollars, with interest from the date of payments as shown by said receipts, deducting therefrom his costs in this behalf expended. And there being nothing further to dispose of in this suit it is ordered that the same be dismissed at the Complainants costs.

Roberts,
vs Mahoney
Bailey

Deem to be entered. April 16, 1888

To be entered
C. Mott

Entered City Order Book
No. 2. P. 206

The plea of Edmund Bailey to a bill of Complaint Exhibited Against him in the Circuit Court of Raymond County, by Harrison Roberts. The said defendant by protestation, not Confessing or acknowledging all or any of the matters and things in the said bill of Complaint Contained to be true in manner and form as the same are therein alleged, for plea, nevertheless, to said bill, doth plead and aver, That neither this defendant, nor any one authorized by him, did ever sign any Contract or agreement in writing, for making and executing any Sale or Conveyance by the Complainant of the land and premises in the bill mentioned and described, or of any interest therein, or to any such effect, or any memoranda or note in writing, of any such agreement.

Wherefore the said defendant prays judgment whether he shall be Compelled to make any other or further answer to the said bill and prays to be hence dismissed with his Co.

Sonable Costs and Charges in this be-
half most lerongfully sustained.

E. E. Holland
p.d.

Harris vs Roberts
Ty Johnson
Edmund Bailey
Plea

Received of Harrison
Roberts twenty dollars
$(20) in payment on
a lot

E Amanda Berry

Nov 21 1893

Exhibit "C"

Received of Messrs. Roberts Bros.
Fifty Dollars on Lost Monument to be
Belmont Mass.
Feb 15 1883

Exhibit "B"

Suffolk Va

Dec 15th 85

Mr Harrison Roberts

Bought of Edmond Baley

one lot

Paid on account $20.00

for Lot

Received Payment

Edmond Baley

Dec 15th 85

Exhibit
"A"

To the Hon. C. W. Hill Judge of the Circuit Court of the County of Nansemond

Humbly complaining sheweth unto your honor, your orator Harrison Roberts of Suffolk County of Nansemond and State of Va. did on about two years or more ago to wit: in the fall of the year 1885 enter into a certain parol agreement with one Edmund Bailey also of Suffolk in the county and State aforesaid who was then seized of or entitled to a good fee-simple estate in and to a certain lot or parcel of land lying situated and being in the said town of Suffolk and described and bounded as follows: beginning at the corner of lot owned by W. H. Pierce fronting on the north side of Dunnville's or Norfleets lane; thence North along Pierce's line to the line fence enclosing the lot occupied by Willis Godwin; thence west along the line of said fence to the East line of lot owned by David Scott; thence south along said line to the north line of Dunnville's or Norfleets lane, thence forty feet East along the said lane to the point of beginning

and who being desirous to sell the same did contract and agree with your orator for the sale of the same to your orator at the price of forty dollars ($40.00); and that upon the completion of the payment of the said sum of forty dollars ($40) he the said Edmund Bailey would execute and deliver to your orator a good and valid deed with general warranty for the lot aforesaid. That subsequently to wit: on the 15th day December 1885 your orator paid to the said Edmund Bailey the sum of twenty dollars ($20), that subsequently to wit. on the 19th day of July 1887 your orator paid to the said Edmund Bailey the further sum of six dollars ($6), and that subsequently to wit. on the 21st day of November 1887 your orator paid to the said Edmund Bailey the further sum of twenty dollars ($20) the whole amounting to forty six dollars ($46) as will more fully appear by reference to the receipts for the same which are herewith filed and marked respectively "A" "B" and "C" and prayed to be taken as part of this bill; that the sum of six dollars ($6) which is in excess of the amount agreed upon between your orator and the said Edmund Bailey was paid by your orator through inadvertence and mistake, your orator not being skilled in keeping accounts, that having performed his part of the contract by the payment of the whole of the purchase money

hereinbefore mentioned your orator applied to the said Edmund Bailey for a like performance on his part to wit: the conveyance to your orator of the lot hereinbefore described by a good and valid deed with general warranty; that instead of so doing the said Edmund Bailey refused to comply with the said contract and still refuses although he has been several times applied to by your orator to comply with the same.

All which actings and doings are contrary to equity and good conscience. Your orator are ready to establish the truth of the allegations contained in this bill by proper proof. In tender consideration whereof and forasmuch as your orator is remediless in the premises save by the aid of a court of equity where matters of this kind are alone cognizable, your orator prays that the said Edmund Bailey may be made a party defendant to this bill and required to answer the same on oath as fully and particularly as if the allegations herein were here again repeated and he thereto specially interrogated that the said agreement entered into between your orator and the said Edmund Bailey may be specifically performed and carried into execution by the said Edmund Bailey, your orator hereby offering to perform the same on his part and that the said Edmund Bailey be compelled to convey to your orator the lot or parcel of land aforesaid by a good and valid deed with general warranty and to refund to your orator the sum of six

dollars ($6) which was paid through mistake in excess of the amount of the purchase money agreed upon between your orator and the said Edmund Bailey. That proper process may issue and that your orator may have such other further and general relief as the nature of his case may require or to equity shall seem meet

And your orator will ever pray

W. M. Reeves

& q

Harrison Roberts Sequestr &c
vs.
Edmund Bailey

Bill

Nansemond Cir: Court

Harrison Roberts

vs

Chy: Notes

Edmund Bailey

1888. Feby: 14th: Sum^ns in Chy: issued to March Rules, 1888:

" March 5th: Bill to be filed — Decree nisi vs^t defendant —

"

Obs: Notes

Stevens. 5.7

Chancery Papers.

Harrison Roberts

against

Edmund Bailey

1898

April Term

Final Decree

Hammond Cir. Co.