1890-013
Nansemond Co. (Suffolk) Chancery Causes: Robinson Grant vs Admx of Elisha Norfleet et al

Beamon, Brothers, Ballard

Plat
&
OVERSIZED BOX 1
- 1 Plat (exhibit D)

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Sarah E Norfleet, Admx of Elisha Norfleet dec'd, and in her own right as widow of said dec'd Alida Beamon Nee Norfleet. ~~Preston~~ Brothers & Sarah E his wife, Nee Norfleet Walter W Ballard & Annie R his wife Nee Norfleet E Elizabeth, John B. and Robert J Norfleet. The last four, infants.

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* them ~~_____~~ *in the said Court by* Robinson Grant.

and have then and there this Summons. Witness. PETER B. PRENTIS, Clerk of our said Court, at his office, this 28th *day of* February *188 1 , in the* 105th *year of the Commonwealth.*

Teste: Peter B Prentis *Clerk.*

Copy for,
Preston Brothers

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Sarah E. Norfleet, admx: of Elisha Norfleet, dec'd, and in her own right as widow of said dec'd; Alida Beaman, nee Norfleet, Preston Brothers & Sarah C. his wife, nee Norfleet; Walter W. Ballard & Annie R. his wife, nee Norfleet, E. Elizabeth, John B and Robert J. Norfleet; the last four infants.

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 them in the said Court by* Robinson Grant

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 28th *day of* February *1881, in the* 105th *year of the Commonwealth.*

Teste: Peter B. Prentis *Clerk.*

Copy for,

Sarah C. Brothers, née
Norfleet, wife of Preslin
Brothers

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Sarah E Norfleet. admx of Elisha Norfleet decd and in her own right, as widow of said decd, Alida Beaman, nee Norfleet. Preston Brothers, & Sarah C his wife, nee Norfleet. Walter W Ballard & Annie R his wife nee Norfleet, & Elizabeth, John B, and Robert J. Norfleet. the last four, infants.

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 them in the said Court by* Robinson Grant.

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 28th *day of* February *188*1 *, in the* 105th *year of the Commonwealth.*

Teste: Peter B. Prentis. *Clerk.*

All Available Text Successfully Captured

R. H. Rawles & Causey. P.Q.

Robinson Grant

vs. Summs in Chy:

Sarah E. Norfleet, Admx: &c
of Elisha Norfleet, decd, &c, &al:

To March Rules. 1881

Pro: B. No: 1. Page
Cir: Co:

Execution & copy of the within delivered to Sarah Norfleet, Admx. &c. of
Beaman, Walter W. Ballard & Ann C. Ballard wife, each,
Preston Bottoms and Mary C. his wife, not residents of my County
Jos. Hufham Shff

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF ~~NANSEMOND~~ Norfolk *COUNTY—GREETING:*

YOU ARE HEREBY COMMANDED TO SUMMON Sarah E Norfleet, Admx of Elisha Norfleet. decd And in her own right, as widow of said decd Alida Beamon, nee Norfleet. Preston Brothers & Sarah C his wife. nee Norfleet. Walter W Ballard & Annie R his wife, nee Norfleet, E. Elizabeth, & John B, and Robert J. Norfleet, The last four, infants.

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 them

in the said Court by Robinson Grant.

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 28th *day of* February *1881, in the* 105th *year of the Commonwealth.*

Teste: Peter B. Prentis. *Clerk.*

R. H. Rawls — Causey. p. q

Robinson Grant

vs } Sum. in Chy.

Sarah E. Nesfleet, Admx.
of Elisha Nesfleet, decd, &c Def

To March Rules, 1881.

Nansemond Circuit Court

Executed March 2d,
1881, by serving copies on Preston Brothers & Sarah C. his
wife. John Lesner
Shff.

Pro: B. No: 1. page
Cir: Co:

Virginia:

At Rules, in the Clerk's Office of the Circuit Court of Nansemond County, on Monday, the 7th: day of March, 1881.

Robinson Grant . . . . . Plaintiff.

Against } In Chancery.

Sarah E. Norfleet, Administratrix of Elisha Norfleet decd, and in her own right as widow of said decd: Alida Beaman, nee Norfleet, Preston Brothers & Sarah C, his wife, nee Norfleet; Walter W. Ballard & Annie R, his wife, nee Norfleet; E. Elizabeth, John B and Robert J. Norfleet: The last four infants . . . . Defendants.

On the motion of the Plaintiff, by Counsel, Peter B. Prentis is assigned as Guardian ad litem to the infant defendants, Annie R Ballard; E. Elizabeth, John B and Robert J. Norfleet, to defend their interests in this suit and it is ordered that the said guardian be notified of his appointment by serving upon him a Copy of this order.

Teste:

Peter B. Prentis. Clerk.

1881. March 7th: I acknowledge due & sufficient legal service of the foregoing order, and that I have received a Copy thereof.

(signed) Peter B. Prentis. Gra: ad litem

Robinson Grant

In Chy

Sarah E. Norfleet, Admx. d.b.n.:

Order appointing Admx. and
Letters to Defendants

Whereas on the Twenty-Sixth day of November, One thousand eight hundred and sixty-eight, Elisha Norfleet and Sarah E. his wife, of Nansemond County, Virginia, conveyed by Deed, with general warranty, to Robinson Grant and to his heirs and assigns forever, for the sum of Two thousand (2000) dollars, the following Real Estate, to wit: A Tract of Swamp Land in Nansemond County, State of Virginia, containing by estimation, Eight hundred (800) acres, more or less, and bounded on the South by the land of John R. Kilby & Dismal Swamp Land Company; East by the Dismal Swamp Land Company; North by the land of Richard Lawrence, and West by the land of Frank Ramisch and said Norfleet, and was purchased by said Norfleet of Owen R. Flynn. (a Diagram of said land being annexed to said Deed) together with all and singular the appurtenances belonging to said land: And Whereas, there remained of the purchase money, unpaid, the sum of Thirteen hundred and thirty-two dollars, payable as follows, Six hundred and sixty-six dollars, due twelve months after that date, with interest from date, and the further sum of Six hundred and sixty-six dollars, due two years after date and with interest from date, therefore a Lien was retained, in the said Deed, by the said grantor on the said land, to secure the said unpaid purchase money: And whereas, since the execution of said Deed, the said Elisha Norfleet, has departed this life, having duly executed his Last Will and Testament, in which he appointed Jethro Riddick as one of the Executors: the said Jethro Riddick having duly qualified as such Executor, and afterwards, also departed this life: And whereas since the death of the said Jethro

Riddick, Executor as aforesaid, Sarah E. Norfleet has duly qualified as the Administratrix de bonis non with the said Will annexed of the said Elisha Norfleet deceased. And Whereas the said sum of thirteen hundred and thirty-two dollars ($1332.00) and all the accrued interest thereon has been fully paid off and discharged by the said Robinson Grant to the Estate of the said decedent: Now therefore the said Sarah E. Norfleet, Administratrix de bonis non with the Will annexed of the said Elisha Norfleet deceased does hereby release unto the said Robinson Grant, all the said land and appurtenances.

Witness the following signature and seal, this 22nd day of July, A.D. 1880.

Sarah E. Norfleet admx. de bonis (Seal)
of Elisha Norfleet, decd

Elisha Norfleet's Admx.
to
Ja. S. Release of Lien
Robinson Grant

July 23rd. 1880 Recorded & Signed in the Clerk's Office by Sarah E. Norfleet, Admx. &c. of Wm.

Examined Deed Book No 8 page 438

In the Clerk's Office of Nansemond County Court, the 23rd. day of July, 1880.

This Release of a Lien, was acknowledged by Sarah E. Norfleet, administratrix de bonis non with the will annexed of Elisha Norfleet deceased, and thereupon admitted to record.

Teste: Peter B. Prentis. Clerk.

Grant

vs

Dorfleet's Personal Rep.

This cause came on this day to be again heard on the ~~bill and answer~~ Papers formerly read herein and was argued by Counsel on consideration whereof the Court doth order adjudge and decree that the County Surveyor of Sansumnd County, Beverly N. Baker do make a survey and plat of the land in the proceedings mentioned and make a report to this Court at the next term thereof, stating the number of acres contained in said tract of land together with such other matters as he may deem pertinent, and this cause is continued.

Grant
vs
Inspector Jackson et al

(14) 1882
Oct Term
To be entered

Geo. Wood.

Entered - Chancery Order
Book No. 1 — Page 590

Rejected.

In the Circuit Court of Jamesmond County

Robinson Grant . . . . . Plaintiff

vs } In chy

Elisha Norfleets admx & al . . . . . Defts.

This cause came on this day to be heard on the bill of the Complainant and the exhibits filed therewith and on the answer of the adult defendants and on the answer of the infant defendants by their guardian ad litem, and was argued by Counsel:

On Consideration whereof the Court doth adjudge, order and decree that ~~Benesh F. Baker, the Coroner for Jamesmond County~~ Lewis Dent & Clerk proceed as soon hereafter as practicable to make a survey of the land in these proceedings mentioned as having been purchased by Robinson Grant from Elisha Norfleet and also make a plat of the same and make report to Court at the next regular Term thereof, setting forth the area and filing a plat of said land.

And the Cause is continued &c

R. Grant
vs
Echo

Elisha Hopkins, admx
&c

1861
Oct. 10th Term

Rough sketch
to be entered,

Geo Wood

Entered Ors. no 1
pa 574

Robinson Gaunt

vs

Elisha Norfleets Admx & als-

This cause came on this day on motion of the defendants, and it appearing to the Court, that no order has been made herein, other than an order of continuance, for a period of more than five years, to wit: Since the 14th day of Oct 1882, it is ordered that the cause be stricken from the docket with leave for the Plaintiff to reinstate the cause and that the Plaintiff pay the within one year, for good cause shown Costs -

Robinson Grant

vs

In Chancery —

E. Norfleet Admrs als

Oct 15th 1890

Decree removing

Cause from Docket.

To be Entered.

Robinson Grant
vs
Elisha Norfleet's admr. & als } In Chancery.

The joint & several answers of Sarah E. Norfleet admx. of Elisha Norfleet, Decd., and in her own right, Alida Beaman, Preston Burbes & Sarah C. his wife, Walter W. Ballard and Annie E. his wife, to a bill exhibited against them and others in the Circuit Court of Nansemond County by Robinson Grant:

These respondents, now and at all times hereafter, saving and reserving unto themselves, all benefit and advantage of Exception, which can or may be had or taken to the many errors, uncertainties & other imperfections of the Complainant's said bill, for answer thereto or unto such part & parts thereof as is or are material for them to answer, answering say: It is true that Robinson Grant did purchase from Elisha Norfleet Decd. a tract of land, estimated to contain 800 acres, that this purchase was made by the said Robinson Grant nearly thirteen years before he filed his said bill of complaint, and that at the time of making the said purchase the said Grant went over the said land in company with the said Elisha Norfleet Decd., and others, who showed him the boundary lines of the same, that the said Grant was seeking a tract of timbered land, and the land sold him by the said Norfleet was all in wood or timber, and

was not positively represented to contain 600 acres, and that the said Grant purchased the same upon his own inspection thereof; that the said Elisha Norfleet, now deceased, was familiar with the boundary lines of the said land and indicated the same to the said Grant with accuracy, and that before the death of the said Elisha Norfleet, the said Grant had ample opportunity to discover whether there was any deficiency in the said land, and should have made his demand upon him before his death; that since the death of the said Elisha Norfleet, a dispute has arisen between the said Grant and the owners of adjacent lands concerning certain boundary lines, and you respondents, not being familiar with these can not determine whether other have unduly encroached upon the land purchased by said Grant, or whether the said Grant has been duly vigilant in contending for the boundary line indicated to him at the time he purchased. You respondents think if such deficiency as is alleged in the complainants said bill really exists, he should not have waited this seven years to ascertain the fact and make demand for restitution; that if such deficiency did exist, the complainant must have known it at the time of making his last payment on the said land, on the 22d day of July 1880, about twelve years after the said purchase, and he should then have made his demand; but these respondents say that they believe the

said land was not sold by any plat or survey, but the said Elisha Norfleet, in company with the said Grant made a thorough inspection of the said land at the time of sale, and both estimated the tract at 800 acres & that the said Grant was very willing to take the said land for that amount, and did not require a survey or plat of the same.

And these respondents further answering say that the Exhibit marked "D" & filed with the Complainants said bill, does not represent the land sold by the said Elisha Norfleet to said Robinson Grant, that the said Elisha Norfleet Dec'd. owned other land, which he ~~he~~ purchased from various parties, contiguous to what was called the "Allen Patent" and which is not shown on the said Exhibit "D", that he purchased from Owen R. Flynn a tract of fourteen hundred and seventy nine acres, and the land sold to said Grant was a portion of said purchase, and these respondents believe the land sold to said Grant contains more than eight hundred acres, and for this reason ~~from~~ respondent, Sarah E. Norfleet, administratrix d.b.n. c.t.a. of Elisha Norfleet Dec'd, has declined to refund any thing to the said Grant~~by~~ on account of any deficiency in said land, as well as for the reason, that she believed the contract of purchase between said Grant & Elisha Norfleet Dec'd, was purely one of hazard, and that he had no just claim for any deficiency, if such Existed, and that if ~~such~~ any deficiency ~~do~~ Existed it should be

determined by an accurate Survey of the said land by a Surveyor, familiar with the boundary lines thereof.

And now having fully answered the complainants bill, these respondents pray to be hence dismissed with their reasonable costs in this behalf Expended, &they will ever pray &c.

Jno N. Wright & C.

County of Nansemond, to wit:

This day personally appeared before me, Jno N. Wright a Notary Public for the said County, Sarah E. Nuckols one of the respondents whose answer is above written & made oath that the statements Contained in the above answer, so far as made of her own Knowledge are true, and so far as made upon knowledge or information derived from others, she believes they are true.

Given under my hand this 8th day of July 1881

Jno N. Wright N. P.

Robinson Grant

vs.

Elisha Warfield's admr. & als.

Answer of admr. Dfts.

The Joint and separate answer of Annie R. Ballard, nee Norfleet, E. Elizabeth, John B. and Robert J. Norfleet, infants, under the age of twenty-one years, by Peter B. Prentis, their Guardian ad litem, assigned them, to a Bill exhibited against them and others, by Robinson Grant, in the Circuit Court of Nansemond County, Virginia.

These Respondents, say that they are all Infants and ignorant of their rights incapable of Defending the same, and that whilst the facts set forth in said Bill may be true so far as they know, yet they pray that no order or decree may be made in the premises, in consistent with their rights. &c.

(Signed)

Peter B. Prentis

Gdn. ad litem

Robinson Grant

vs } In Chy.

Sarah E. Nafsett, admx. &c of Elisha Nafsett, decd & als:

Answer of Defendants

Virginia:

At a Quarterly Term of the County Court begun and held for the County of Nansemond at the Court House in the Town of Suffolk, on Monday the 9th. day of March, A. D. 1874,

On the motion of Sarah E. Norfleet, who made oath thereto and entered into and acknowledged a bond in the penalty of two thousand dollars conditioned according to law, with Willis S. Riddick her security who justified as to his sufficiency which bond is ordered to be recorded, certificate is granted her for obtaining letters of administration de bonis non with the will annexed of Elisha Norfleet deceased in due form.

A copy:

Teste:

Peter B. Prentis. Clerk.

Robinson Grant

vs } Copy qual ~~Ptff~~ E. Norfleet
adm'x

Elisha Norfleet adm'x
Pal

Exhibit "C"

Whereas on the Twenty-sixth day of November, One thousand eight hundred and sixty-eight, Elisha Norfleet and Sarah E. his wife, of Nansemond County, Virginia, conveyed by Deed, with general warranty, to Robinson Grant and to his heirs and assigns forever, for the sum of Two thousand (2000) dollars, the following Real Estate, to wit: a tract of swamp Land, in Nansemond County, State of Virginia, containing by estimation, Eight hundred (800) acres, more or less, and bounded on the South by the land of John R. Kelly & Dismal Swamp Land Company, East, by the Dismal Swamp Land Company, North by the land of Richard Laurence, and West by the land of Frank Ramisch and said Norfleet. and was purchased by said Norfleet of Owen R. Flynn. (a Diagram of said land being annexed to said Deed) together with all and singular the appurtenances belonging to said land; And whereas the remainder of the purchase money, unpaid, the sum of Thirteen hundred and thirty-two dollars payable as follows, Six hundred and sixty-six dollars due twelve months after that date, with interest from date and the further sum of Six hundred and

sixty-six dollars, due two years after date and with interest from date, therefore a Lien was retained, in the said Deed, by the said grantor on the said land, to secure the said unpaid purchase money:
And Whereas, since the execution of said Deed, the said Elisha Norfleet has departed this life, having duly executed his Last Will and Testament, in which he appointed Jethro Riddick as one of the Executors, the said Jethro Riddick having duly qualified as such Executor, and afterwards, also departed this life; And whereas since the death of the said Jethro Riddick, Executor as aforesaid, Sarah E. Norfleet has duly qualified as the Administratrix de bonis non with the said will annexed of the said Elisha Norfleet deceased; And Whereas the said Sum of Thirteen hundred and thirty-two dollars ($1332.00) and all the accrued interest thereon has been fully paid off and discharged by the said Robinson Grant to the Estate of the said deceased:
Now therefore the said Sarah E. Norfleet administratrix de bonis non with the Will annexed of the said Elisha Norfleet deceased, does hereby release unto the said

Robinson Grant, all the said Land and appurtenances.

Witness the following signature and seal, this 22nd day of July. A.D. 1880.

Sarah E. Norfleet admx. (Seal)
of Elisha Norfleet decd.

In the Clerk's Office of Nansemond County Court, the 23rd day of July, 1880.
This Release of a Lien was acknowledged by Sarah E. Norfleet, administrating de bonis non with the will annexed of Elisha Norfleet deceased, and thereupon admitted to record.

Teste,
Peter B. Prentis, clerk.

A copy. Teste:
Peter B. Prentis. Clerk

E. Forkner admx
To J. Cox Release of Lien
Robinson Grant—

"Exhibit" "B"

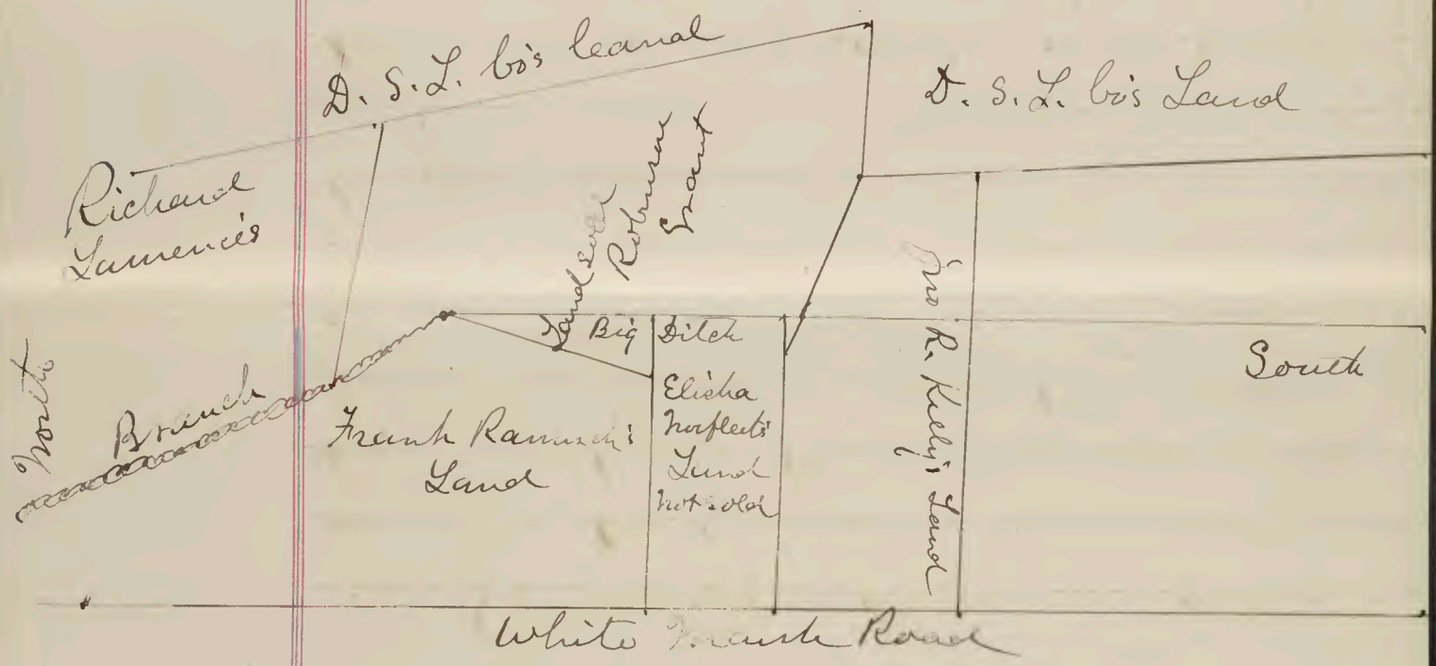
This Deed made this twenty sixth day of November, One thousand eight hundred and Sixty eight, between Elisha Norfleet and Sarah E. his wife. of Nansemond County Virginia, of the one part, and Robinson Grant of the State of Maine of the other part witnesseth. that the said parties of the first part, do in consideration of the sum of Two thousand dollars, grant with general warranty, unto the said Robinson Grant and to his heirs & assigns forever, the following real estate to wit: a tract of Swamp Land in Nansemond County State of Virginia, containing by estimation Eight hundred acres, more or less, and bounded on the South by the Land of John R. Kelly & Dismal Swamp Land Company, East by the Dismal Swamp Land Company, North by the Land of Richard Lawrence, and West by the Land of Frank Rannisch and said Norfleet and was purchased by said Norfleet of Owen R. Flynn, (a Diagram of the Land sold is annexed) together with all and singular the appurtenances belonging to said Land. And the said Elisha Norfleet covenents that the parties of the first part, have the right to sell and convey the said land, that they have

done no act to encumber the same, and that they will make all further assurances thereof necessary;

And whereas there remains unpaid of the purchase money, the sum of thirteen hundred and thirty-two Dollars, payable as follows, Six hundred and Sixty-Six dollars due twelve months after this date with interest from date, and the further sum of Six hundred and Sixty-Six dollars due two years after date & with interest from date; therefore a Lien is hereby retained by the said Grantor on the said Land to secure the said unpaid purchase money.

Witness the following signatures and seals.

Elisha Norfleet (Seal)
Sarah E. Norfleet (Seal)
Robinson Grant (Seal)



In the Clerks Office of Nansemond County Court, the 26th day of November 1868.
This Deed was acknowledged by Elisha Hosfleet 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 willingly executed the same, and that she did not wish to retract it, and thereupon the said Deed with the Diagram annexed is admitted to record. The requisite stamps of $2.00 having been affixed and cancelled.

Teste,

Peter B. Prentis, clerk.

a copy,
Teste,

Elisha Ironfleet dux

To E Copy of Deed

Robinson Grant.

Exhibit

"A"

In the Circuit Court of Nansemond County, Virginia. In Chancery

To the Hon. George Blow, Judge of said Court.

Humbly complaining, sheweth unto your Honor, your Complainant Robinson Grant, of the County of Nansemond, that on the 26th day of November 1868, your complainant became the purchaser of a large body of swamp land from Elisha Norfleet and Sarah E. his wife situated in said County of Nansemond and adjoining the lands then owned by John R. Kirby, the lands of the "Dismal Swamp Land Company" and the other lands of the aforesaid Elisha Norfleet and others

That on the 26th day of November, 1868 the said Elisha Norfleet and wife by their Deed of bargain and Sale duly signed and sealed sold and conveyed unto your Complainant the above described tract of swamp land said to contain Eight Hundred acres, for the sum of Two thousand dollars, being the sum of Two dollars and fifty cents per acre, as will appear by said Deed a copy of which is herewith filed marked Exhibit "A" and

is prayed to be taken as a part of this Bill. That said Elisha Norfleet received from your complainant at the date of the execution of said Deed the sum of $668.00⅔ in cash and in order to secure the remainder of the purchase money retained a lien on the entire tract of land in the Deed which Deed was on the 26th day of November 1868, duly admitted to record in the Clerk's Office of Nansemond County Court, and was duly recorded in Deed Book No. 1 - p. 5-93. with a diagram thereto appended, all of which will more fully appear from the duly authenticated copy of said Deed herewith filed.

That owing to pecuniary embarrassments some years elapsed before the large amount of money, to secure which the Lien was retained, was paid off and discharged, and it was only on the 22nd day of July -, 1880 that the Lien was duly released as will appear by a properly authenticated copy of the Release herewith filed marked Exhibit "B" and prayed to be taken as part of this Bill.

That before the execution of said

release the aforesaid Elisha Norfleet, departed this life, having however duly executed his Last Will and Testament, in which he appointed Jethro Riddick one of his Executors, who qualified as such Executor, and afterwards also departed this life. and after the death of said Jethro Riddick, Sarah E. Norfleet qualified as the Administratrix de bonis non cum testamento annexo of the aforesaid Elisha Norfleet, deceased (a copy of the qualification of said Sarah E. Norfleet being herewith filed marked "E").

That said Elisha Norfleet deceased left a widow, the above mentioned Sarah E. Norfleet, now the administratrix, and the following children, who under his will are his devisees, to wit: Alida, the widow of John R. Beamon, Sarah E. now the wife of Preston Brothers, Annie E. now the wife of Walter W. Ballard, Robert J., John B. and E. Elizabeth Norfleet, the last four infants.

That after the purchase money had been nearly paid off and discharged your Complainant had reason to suppose that the tract of land aforesaid did not contain 800 acres and about

the time the Lien which had been retained was released, your Complainants suspicions were verified by the discovery of a plot of the entire tract of land with fuel field notes, giving all the courses and distances around the tract of land and the area thereof amounting to 699 acres, 2 Roods and 28 Poles, all of which was the work of W. M. Jones then Deputy Surveyor for Nansemond County and will more fully appear from the plot &c. herewith filed marked "D" and prayed to be taken as a part of this "Bill"

Your Complainant is further informed and believes and therefore alleges that a large portion of the above mentioned tract of land ~~has~~ originally contained in the 699 acres, 2 Roods and 28 Poles, was cut off before the said land was conveyed to him by the said Elisha Norfleet, and thus still further reducing the number of acres contained in the tract of land estimated at 14 acres of the most valuable land

Your Complainant states that so soon as he became satisfied that there was a deficiency in the acreage of the tract of land aforesaid he made a formal demand on the Administratrix of the said Elisha Norfleet, for a proper

abatement in the price agreed to be paid when your complainant believed he was acquiring a right to 800 acres of land and a return to him of the money thus obtained, which has been hitherto and still is refused.

And your complainant further states that in his purchase of the aforesaid tract of land from the said Elisha Norfleet, that he did not enter into any contract of hazard as to the number of acres contained in said tract, but agreed to give a certain sum of money for a specified number of acres of land, to wit $2000- for 800 acres, or at and after the rate of $2,$\frac{50}{100}$ per acre, and therefore he has been and still is greatly damaged by having been compelled to pay for 800 acres of land when according to Exhibit "D" he has only received 685 acres 2 Roods and 28 Poles.

Hence in consequence of this very gross deficiency your complainant claims that he is entitled to have refunded to him the sum of $2.$\frac{50}{100}$ per acre for 114 acres, 1 Rood and 28 Poles being, the amount of the deficiency in the aforesaid tract of 800 acres sold

him by the said Elisha Norfleet, and that the same should be paid to him by the interest thereon from the 26th of November, 1868 personal representatives of said Vendor, with

That the refusal of Sarah E. Norfleet, the administratrix d. b. n. c. t. a. to adjust the wrongs done your complainant are contrary to equity and good conscience, and tends to his manifest injury

In Tender consideration whereof, and forasmuch as your complainant is remediless in the premises, save by the aid of a Court of equity where matters of this kind are properly cognizable and relievable your Complainant prays that the said Sarah E. Norflet as administratrix aforesaid and in her own right, Alida Beaman, Preston Brothers and Sarah E. his wife, Walter W. Ballard and Annie E. his wife, Robert J. John B. and E. Elizabeth Norfleet may be made parties defendant to this bill, the adults in their own persons and the infants by their guardian ad litem, and be required to make answer in due form to said Bill -

And your Complainant further prays that the said defendant, Sarah E. Norfleet as administratrix of her decedent

Elisha Norfleet, may be compelled by decree of this Court to refund to him whatever amount may be found to be due him in consequence of the deficiency aforesaid, and that such other and further relief may be afforded your Complainant as the nature of his case may require or to equity shall seem fit.

May it please the Court to grant &c And your Complainant will ever pray &c

C. H. Causey
R. H. Rawles } p. q.

State of Virginia
Nansemond County, to wit

I, C. H. Causey a Notary Public in and for the County aforesaid do hereby certify that Robinson Grant Complainant in the annexed bill did appear before me and make oath that the statements made in said bill are true to the best of his knowledge and belief.

Given under my hand this 3th day of March 1881.

C. H. Causey
Notary Public

Robinson Grant

vs } In Chancery

Elisha Warfield's Admr

et al

Bill

Robinson Grant

vs } Chy: Notes

Elisha Nafleet's Admx: &c, & als:

1881 Feby: 28th: Summ: ni Chy: issued to March Rules, 1881

" March 7th: Bill & exhts: filed & decree nisi vs adult defts

" " " Peter B. Prentis appld guar: gd litem to infants who filed their answer to which there was a genl: replin: & Cause set for hearing, as to them, on mo: of Pltffs' Counsel

" April 4th: Decree nisi confirmed, & Cause set for hearing, on mo: of Pltffs' Counsel

" " 13th: Leave given to file answer in 90 days.

" July 18th Answer of adult defts filed

" Aug 5th: Genl: Replin to said answer

Chy: Notes

Exhibit "B"

Dismal Swamp Company's line due East 438 poles.

The boundary line of these two patents consolidated, namely Allen's grantee in 1834 of 423 A. 1 rood 28 poles and 276 a. 1 rood surveyed in 1845 and granted to Owen R. Flynn in 1846 - (the patent granted to Allen being conveyed to the said O. R. Flynn by deed of bargain and sale), are as follows: Beginning at a white Oak, sublitigates for a birch, called Dews Corner or Blanchards patent thence N 45° E.

152 poles to a red Oak at Tericles Creek, then down said Creek 23½ poles to a maple, then N 45° E. 81 poles to a beach stump and post a Corner of the Dismal swamp Company's land called and known by the name of "Paradise" - thence along said line S 50° E 42 poles to a gum; then S 68° E 20 poles to a gum, then S 12° E 16 poles a gum, then N 88° E 7 poles to a gum, then S 69° E 44 poles to a maple, then N 54° E 9 poles, then N 33° E. 18 poles to a gum, then S 35° E. 40 poles to a maple; then S 23° E 60 poles to a maple, then S 31° E. 60 poles to a large pine, then S 40° E 54½ poles to a bay, then S 85° E. 26 poles to three bays, then N 80° E 44 poles to a gum, thence S 42° E. 80 poles to a maple a Corner on the said Company's new patent; thence S 45° W. 20 poles to a gum a corner of said patent; thence along the new patent line S 42° E 108 poles to a maple a Corner of the said patent on the Company's old line, thence S 26° W. 24 poles to a gum a Corner, thence contineuing the Company's line due West 438 poles to a gum their North west Corner; thence N 22½° W. 223 poles along the back line of Miles Reasick & others to the beginning: Of the 223 poles last mentioned, 104 is on the said O. R. Flyann new patent & 119 on the patent granted to Allen as aforesaid. both patents cover 699 A. 2 R. 28 poles

Respectfully submitted.

Surveyed in Octo. 1845

By M. M. Jones Dep. Sur

Nansemond County

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