

1893-005
Nansemond Co. (Suffolk)

Chancery Causes: Evelyn W. Pierce, gdn vs John W. Cowper, infant et al

Whitfield, Langston, Britt, Johnson, Eley, Smith, Kilby

Folder 1 of 2

The depositions of Irajah Langston, E.B. Buist
and others taken before me, C. H. Cas-
sey, ~~Commissioner~~ a Commissioner in
Chancery for the Circuit Court of
Hanseatic County pursuant to a
decree of the Circuit Court of Hanse-
atic County entered on the 15th
day of October 1887. in the Chancery
Cause of Whitfield Edm vs
John W. Bowser, to be read on be-
half of Irajah Langston, petitioner
in said Cause &c. - Taken on the 28th of Oct.
1887.

Present. William J. Kelly Atty for
the petitioner
Robert R. Prentiss Atty for
Roberta Whitfield Edm and John
W. Bowser.

Irajah Langston being duly sworn
deposes and says -

The evidence of Irajah Langston ex-
cepted to by Mr Prentiss because of the
pleath of certain parties to wit - Geo. W. Singleton
Jas. W. Muller, Charles Kiddick - Jos. B. Prince & Evelyn W. Conner &
Miner

1st 2

What is your name, your age, where
do you reside and do you a party

in interest to this suit.

Am -

Isajah Langston. 66 years of age, but
in Household County and am
interested in the suit.

Q Q

Please state the Circumstances
under which you built the lime
shed on the premises mentioned
in your petition filed in this
suit.

Ans

I built the shelter and also repaired
the oyster house - Mr Singleton called
on me & said he wanted me to
build a lime shed and also
repair the oyster house - we
did not bargain but set apart
a certain day, I came down & we
made the bargain. He told me
Mr Riddick had authorized him
to employ a man to build the
shelter - My price for the work
was two hundred and fifty
dollars - furnish all the ma-
terials - Singleton to inspect the
work and see if done accord-
ing to contract. I did the work
& furnished the materials - to wit.
Cypress posts, because lime would
not eat up the Cypress like it

would oak - timber to be all
heart and next to the railroad
back was to be double - There
was a piece of ground to be cut
out with a large stump in it -
The shed I think was 60 ft. x 30 ft.
I completed the work in the oyster
house - put down new floor and
fixed up the oyster stall -

I called on Singleton to examine
the work - He said it was all
right - better than he expected - He
then told me to go to Mr Char. B.
Riddich for my pay - He was sick
at the time and was never out
much after that - Riddich gave
me an order on Singleton & Fuller
for the amount due me to be paid
by them out of the rent for the
property - When I came to Singleton
Mr Jos. B. Pierce had married the wid-
ow of ~~Chas. B. Riddich~~ Henry Couper
and would not allow Singleton &
Fuller to pay me - Pierce said he
would pay me himself - but he
never paid me anything - and I had
to bring suit - All this time I thought
C. B. Riddich was the son of John W.
Couper

3rd 2

Did you not act in the utmost good faith and innocently in building said lime-house and making said repairs to the other house?

Ans

I did - thinking I would get my pay I paid money out of my pocket for materials and never recovered a cent

4th 2

Was not said lime-house & repairs a substantial benefit to the owner of the property?

Ans

Of course it was by about \$100. to \$150. per year - because it had been renting for \$350. before and then rented for \$500. a year

5 2

For what purpose was the lime-house used?

Ans

To store the lime that was made in the kiln

6th 2

Was not such a house an indispensable requisite to the other & lime business

Ans

7th 2

They were bound to have it - Was this property at that time fit for any other kind of business?

Ans

8 2

Could the property have been rented out without such a house as you built on the premises?

Ans

No - Not for anything - It was fit for

nothing else but the oyster and lime
business

9-2

Were you not prevented by the re-
peated promises and assurances ^{payment of your claim} of
the owners of said property and their
agent from asserting your claim
prior to the filing of your ~~claim~~
petition in this suit?

Ans

Yes Pierce promised - Riddick prom-
ised ^{and took down and} and I got
nothing

10-2.

Did they not assure you that the
property would soon be sold and
that you should be paid out of the
proceeds of the sale?

Ans

Pierce said that he had become
the genl of the Child and that
the property would be sold and
I should be paid as I had done the
work

And further the deponent
saith not

Isajah Langston

E. B. Butt. being duly sworn de-
poses and says

1st 2.

What is your name, age, residence
and are you interested in the determi-
nation of this suit

Ans

Exam B. Burt - 56. yrs of age reside
in Suffolk - I have no interest in the
case

2^d 2.

Do you know whether or not Majah
Langtry - the petitioner, ever built a
lime house on the premises de-
scribed in his petition and repaired
the Oyster house on the same prem-
ises?

Ans

I know that he built a lime house
on the Cooper property at the
Seaboard & Roanoke Railway in Suf-
folk.

3 2.

Please state as far as you may
know the value of said house to
the premises, and whether or not,
any substantial benefit was con-
ferred upon the owners of the prop-
erty by the building of said house.

Ans

The premises in my opinion would
have been useless for the oyster and
lime business without such a house.
The house would certainly be worth the
money it cost to put it there and
renewed in a rental value it would
be worth at least one-third more -
without the house I would not
have the property for the business.

4th Q.

Did you ever occupy the premises and if so, for what purpose, and what rent did you pay for

Ans I occupied the premises before that time and I think the rent was \$350. per year - I also occupied the lime house ^{alone} after that for one season - I mean the lime season - and paid at the rate of not less than \$150. a year - The lime season lasts three or four months - I rented by the month

~~5th Q.~~

I was burning lime at the wharf and could not supply the demand and rented this property temporarily -

5th Q.

Suppose you had occupied these premises in the oyster business - would not this lime house have been worth at least \$150. a year in your business and to the premises?

Ans

Well, that is a hard question - I would not have had the premises without the house in that business - it might have been worth \$250. a year as I considered the profit from the oyster business in the retorting of the shells and making them into lime, were the premises at the time the lime house was built - fit for any

6th Q.

other business than the oyster and
lime business

Ans They were used before and after that
time for the oyster and lime bus-
iness, and were fit for nothing else
at that time - I had been for some
engaged in that business - I was
in the business for eight years

7-2 Did not said house constitute a
valuable addition to, and a per-
manent and useful improvement
to the property?

Ans It did in the lime business, but
did not amount to much in any
other business

18 2. I examined
For how long after the lime-shed was
built did the property have a tenant?
Ans I can't tell exactly - at the time it
was built Singleton & Fuller occu-
pied it - and for some time after -
I used it for one lime season - I
think it was used for storage pur-
poses also - I think Singleton & Fuller occu-
pied ^{the whole premises} ~~it~~ one or two years - I occupied
the lime kiln & shed alone, for one lime
season - and that part of the property was
not again used that I am aware of.

lime-shed

Q²

What became of the ~~property~~ after the property was sold to the S. & R. R. Co
 I suppose it was pulled down
 it is not there now —

Ans

Q³

Would you have given more for the property at the time it was sold
 by reason of the lime-shed having been built there — a number of years before?

Ans

If I had wanted to have used it for the oyster & lime business, I would — If for any other business I would not

Re-examined in Chief
 Was not the property a desirable place for the oyster and lime business at the time the lime-shed was built?
 Ans It was in some respects — being on the S. & R. R. and very convenient for shipping

Q²

Was not the oyster and lime trade at that time chiefly along the line of the S. & R. R. —

Ans

Q³

It was,
 At the time the property was sold had not the oyster & lime business been transferred to the wharf in Suffolk?

Ans

It had -

And further this deponent
Sawth not.

E. B. Britt

1st Q.

James W. Johnson being duly sworn
deposes and says -

What is your name, age, residence
and are you interested in any manner
in this case and

Ans

James W. Johnson - 55 years of age
reside in Suffolk - have no interest
in the case.

2nd Q

Do you know whether or not Isaiah
Longston ever built a lime-house on
the Cooper oyster house lot in Suffolk,
if so - state what kind of house
it was - materials of which it was
built - and for what purpose it
was used.

He did build a lime house - used Cy-
prus posts and heart pine timber
above - it was a framed house on
posts - covered with slab-pine boards.
I think it was 35 ft x 60 ft - had a
plank floor laid on Cyprus sleepers.
It was used for storing and bagging
lime.

3 2.

Please state whether or not said home constituted a substantial benefit to the owners of the property, and in what particulars it was a benefit, if any.

Ans I should think it was, you could not have done any line business without a house. The reason why I knew it was a benefit was that I had been in the line and oyster business with Mr Fuller. Fuller wanted me to join him in leasing this property to carry on the same business. I looked at it and said the old line home was rotten and unfit for business. I declined to have anything to do with it - unless the place was repaired. ~~I heard that the owner declined to pay any repairs on it.~~ Fuller then leased it for \$500. or \$550. a year - and it was too much for him. Singleton & Fuller then occupied it at about the same price but it was a tremendous rent.

4. 2.

What had the property rented for prior to the time Singleton & Fuller occupied it?

Ans

For \$350. a year

5-2. What was the value of the material used in the house and the labor in building it-

Ans I should think it was worth \$225; or \$250.

6. 2 Was the property fit at that time for any other than the Oyster and Lime Trade

Ans It was not at that time

7 2 Did the building of this lime house not make the premises a desirable stand for the oyster & lime business

Ans It did

8 2. Did it not increase the rental value of the premises

Ans It did

9 2 To what extent-

Ans It made the property worth at least \$150. a year more - the profit was all in the lime -

10 2. Did not this home continue to be a substantial benefit and improvement to the premises until the premises ceased to be a good business stand for the oyster & lime trade some years after?

Ans I think it did for at least two or three years

11 Q How long have you known the premises?

Ans Colver got the property in 1869
I have known it ever since -
I live within a hundred yards of it -

12 Q Were you ever engaged in connection with the oyster & lime business on the premises. if so - state in what manner, with whom, and how long?

Ans I was engaged as Superintendent for Mr Colver for three years - I have been engaged altogether in that business about eleven years -

13 Q Was not this house one of the very best of its kind?

Ans It was

14 Q ^{re-examined} State how long the lime-shed was occupied after it was built, and how long was it without a tenant.

Ans It was occupied one year by Fuller & Singleton and four or five months by Capt Britt - the lime-house was without a tenant five or six years - had no tenant till it was bought by the S & R. R. Co.

Q. Q.

Ans

What became of the lime-sheet?
I think when the R. R. Co. bought it-
was torn down

3 Q.

Was not the roof rotten and fall-
ing in?

Ans

Q. 2

I think a portion of it - was
was the property worth any more
at the time it was sold by reason
of the lime-sheet being there

Ans

I do not think it was unless it-
was to be used for the same busi-
ness

And further this Dependent
Court not

James W. Johnson

W. Frank Ely being duly sworn
Deposes and says

14 Q.

What is your name - age - residence -
and are you interested in the determina-
tion of this suit

Ans

Q. Q.

W. Frank Ely - 35 yrs - Houseman Co.
Va. have no interest in this suit

State what you may know, if anything,
about the building of the lime-house
by Majah Langston on the Cooper
Cystel house lot in Suffolk?

Ans

Langston did build a lime house

on the Cooper lot - and repaired the
shed of the oyster house -

3 Q

State, if you know, what ^{was} the value
of the material used in the said
house and the labor of building it -

Ans

I cannot say.

4 Q

What did it cost Langston to
build it -

Ans

I do not know -

And further this deposition said not
Wm F. Cley

I L. H. Causey, Comr^r - do hereby certify
that the foregoing deposition were taken
before me on the 28th of October, 1887,
at my office in the town of Suffolk
Mass under my hand this 28th
day of October 1887

L. H. Causey
Jours in Cley Co. Ct
of Hammond Co

The depositions of Evelyn W. Pierce, and others
taken before me, E. E. Hoggan, a notary public for
the County of Manassas and State of Virginia, pursuant to
notice hereto annexed, at the office of W. H. Hoggan,
and Prints, in the town of Suffolk, ^{on the 8th day of March, 1883,} between the horns
of C. A. W. and C. P. W., to be read as evidence on behalf
of Evelyn W. Pierce in her own right and as Guardian
of John W. Cooper, an infant, in a certain suit in
Equity, depending in Circuit Court of Manassas County,
wherein the said Evelyn W. Pierce in her own right and
as Guardian of John W. Cooper an infant, are plain-
tiffs, and John W. Cooper, an infant under the age of
twenty one years, Narcissa S. Cooper Fannie S. Cooper
Ophelia M. Cooper and Virginia H. Cooper are defen-
dants.

Present P. B. Prints, Guardian ad litem of
infant defendant John W. Cooper and R. R. Prints of
Counsel for plaintiff.

Evelyn W. Pierce, being duly sworn, deposes and swears
as follows:

1st Q for Plt. State your name, age and residence.

Ans. Evelyn W. Pierce, thirty five years old and live in Suf-
folk, Va.

2d Q What property has John W. Cooper and what property
have you?

Ans. None except the real estate described in the
bill.

3rd Q Do you desire your share of the said property to be paid you in money?

Ans. I do.

4th Q What is Joe W. Leough's age?

Ans. He will be 12 yrs old, 27 day of April, 1883.

5th Q How long since the brick building on the said real estate was rented out?

Ans. Not since 1878. Once or twice rented for a few nights at the time, for a host for colored people.

6th Q Is it rented out at present?

Ans. The house is not, but the yard is for \$75 a year.

7th Q How long since any repairs were put upon the property?

Ans. Not since '77 or '78 I think.

8th Q Is the lot enclosed?

Ans. It is not.

9th Q Is it decreasing or increasing in value in your judgment?

Ans. It is greatly decreasing.

10th Q Have you paid the taxes regularly?

Ans. I have not.

11th Q Is the said property insured in the Mutual Assurance Society of Va. - and if so, when was the

Ans. last premium paid?

It is insured - and the premium has not been paid for several years.

12th Q Can the said property be divided in kind and sold?

Ans. No, I do not think it can.

1st Q. Will the interest of my son Jos. W. Corbin be promoted by a sale of the said real estate?

Ans. I think it will.

14th Q. Have you any other means of supporting, maintaining and educating my son, Jos. W. Corbin, the cost of which may arise from the sale of the said real estate?

Ans. Here whatever.

And further this I solemnly swear not.

Signed-

E. B. Britch

E. B. Britch, another witness being duly sworn, deposes and swears as follows:

1st Q. State your age, residence and official position.

Ans. I am fifty two years of age, live in Suffolk, Va and am Assessor for the Town of Suffolk.

2nd Q. Are you familiar with the real estate described in the bill?

Ans. I am. Was a tenant several years ago, and have had occasion to examine it for assessment.

3rd Q. Is the said property increasing or decreasing in value?

Ans. It has been decreasing for several years, for the lack of repairs, enclosure and attention, and is not now in a condition to be occupied as a residence or for business purposes - and, in fact, the whole property is in a very dilapidated condition.

4

And further this deponent swears not -
Signed, E. B. Britton

H. Edmund, another witness, being duly sworn,
deposes and swears as follows:-

1st Q- Stole you any, residence and official position,
Ans. Age, 39 - residence, Suffolk, Treasurer of Nan-
sunder County, Va.

2nd Q- Have the taxes upon the real estate described
in the bill been paid for the past few years?

Ans. They have not been paid for the years
1879, 1881, and 1882 - It has been returned delin-
quent for the years 1879 and 1881. Taxes now
due amount to \$28.52

3rd Q- Has the property increased or decreased in value
in the last five years?

Ans. It has decreased in value for lack of atten-
tion and repairs.

And further this deponent swears not,
Signed - H. E. Smith

William J. Kilby another witness being duly sworn
deposes and says as follows:-

1st Q- Do you represent the Mutual Assurance
Society of Va. in Suffolk?

Ans. I do as agent -

2nd Q- Is the property described in the bill insured

in the Mutual Assurance Society; if ~~stated~~
~~asked~~ if so, what amount of premium if
any, is now due the said corporation?

Ans. It is insured by Declaration # 21997 for
\$1000.-. The quotas of insurance from
the year 1877 to 1883, inclusive, are due
amounting to \$33.⁰⁸. These quotas
constitute liens on the said real estate by
virtue of the By-laws of the Society, and
under the Decisions of the Virginia Supreme
Court of Appeals. - Mut Ap. Soc. v. Stone 3. Ligh [218]

3. Ques. Has the property increased or decreased in
value in the last five years? -

Ans. It has decreased, - having been vacant and
unused for a number of years. - Not long since
the insurance was reduced from \$1800.- to
\$1000.- by the Company on account of the
depreciation in the value of the house
insured.

Further this Dependent saith not. -
Wilbur J. Kilby.

Robert H. Smith another witness being first
only sworn in answer to questions deposes and
says:

1. Ques. State your age, residence and official position?

Ans. Age 37 years. Residence Suffolk Va., and I am
Sergeant of the Town of Suffolk and collector
of taxes for said town. -

2. Q.

Have the taxes on the real estate described in the bill been regularly paid?

Ans.

They have not. - They are now due for several years. - Certainly since the year 1878 they have not been paid. - I am not positive any farther back than 1878. - The amount now due is either \$43. or \$48. - I cannot tell accurately without referring to the books. -

3. Ques.

Has the property increased or decreased in value in the last five years? -

Ans.

I ~~should~~ am positive that it has decreased in value for the want of some one to handle it. - It is worth nothing in its present shape, and cannot be rented on account of its condition. -

Further this Deponent saith not.

R. R. Smith

State of Virginia,

County of Hansemond to wit,

I, E. C. Holland a Notary Public for the County of Hansemond in the State of Virginia do certify that the foregoing depositions were taken sworn to and signed before me, and in the presence of Peter B. Prentiss, guardian ad litem for John W. Couper, at the time and place mentioned therein. - Given under my hand this 8 day of March 1883. -
Notary fee \$5.00 E. C. Holland, N.P.

Evelyn W. Pierce Son. &c.

Complainant's
Depositions -

Jno. W. Cooper, infant &c.

1883. March 16th. Filed
clk

To John W. Cooper an infant under the age of twenty-one
years, Narcissa S. Cooper, Fannie D. Cooper,
Ophelia W. Cooper and Virginia H. Cooper.

You are hereby notified that on the
eighth (8) day of March 1883, [Thursday] at the
law office of Withers & Dentis in Suffolk Virginia,
between the hours of Nine O'Clock A. M. and
Nine O'Clock P. M. of that day, I shall proceed
to take the depositions of William E. Smith,
Evelyn W. Pierce and others, to be read as evidence
in my behalf, in a certain suit in equity depend-
ing in the Circuit Court of Nansemond County,
wherein I am plaintiff, and you are defendants;
and if from any cause the taking of the said
depositions be not commenced or if commenced,
be not concluded on that day the taking ~~of the~~
thereof will be adjourned from time to time at
the same place and between the same hours, until
the same shall be completed.

Evelyn W. Pierce in her own
right and as Guardian of John
W. Cooper, an infant, -

by Withers & Dentis,
her Counsel.

I acknowledge legal and sufficient service of the
within notice. -

Peter B. Prentiss, guardian for the infant & left.

1883 February 8th Executed and a true copy hereof delivered
to Marcella S Cowper, Fannie D Cowper Ophelia M
Cowper and Virginia W Cowper each.

J. H. Rawls Dyfer
J. L. Sulgham Shff

Evelyn W. Dyer Jan. 7th

W. Notice to take
Depositions -

J. W. Cowper &c.

8. March 1883

\$270.39

I, John W. Cowper have this day received of my counsel, Robert R. Prentiss, the sum of Two hundred and seventy dollars, and thirty nine cents (less attorneys fees and clerk's fees amounting to \$31.50) in full settlement of the amount due to me by The Marine Bank of Norfolk, deposited there pursuant to decrees entered in the Chancery cause of Whitfield (formerly Pierce) Guardian against John W. Cowper and others.

And I further acknowledge that my Guardian Roberta Whitfield has faithfully accounted to me for all amounts of money received by her for my benefit under decrees pronounced in the said case, and I hereby relieve ^{her} of the necessity for making any formal settlement of her accounts as my Guardian, and I consent that a decree may be entered in the said cause which shall finally dispose of the same and strike it from the docket of the Court.

WITNESS:-

Chas. A. McCaffrey,

John W. Cowper

CIRCUIT COURT OF NANSEMOND COUNTY.

Whitfield (formerly Pierce) Guardian

v.

John W. Cowper and others

This cause came on this day to be further heard upon the the papers formerly read, and upon the receipt of the defendant John W. Cowper, who has attained his majority, showing that he has received the balance due by the Marine Bank of Norfolk pursuant to the decree, ^{of April 11, 1892,} and it appearing that the objects of this suit have been accomplished, it is therefore adjudged, ordered and decreed that this cause be stricken from the docket.

Whitfield (formerly Pierce) Garden

Final
Decree

Cowper T.

Enter April 10/1893

CMA

Entered in Chancery

Order Book

No. 2. Page 490.

Eva W. Pierce and John W. Louper

To

Isajah Langston. Dr.

1879

Nov. 30

To Amount due for building the
lime house on the lot, called
the Louper Oyster House lot
in Suffolk and for repairs
to the shed attached to the
rear of said Oyster House
and for material used in
building said lime house
and making said repairs
as follows:

Boards, flooring and weather
boarding for lime house.

\$ 86 50

Plates and joists for ditto.

10 00

Boards used to cover ditto.

35 00

Posts and nails for ditto.

23 00

Wages for labor

40 00

Leash paid out for grading the
ground for location of lime house.

6 00

Lumber used in repairing the
shed to the oyster house.

30 00

Wages for labor in doing the
last above-named work.

19 50

\$ 250 00

Pierce Gdn.

vs. } In Chy

Cowper & al.

"Exhibit Q"
filed with the
Petition of Irajah
Langston
14 April 1883

To the Hon. Geo. Blow, Circuit Court
Judge in and for Nansemond County,
Virginia:

Your Petitioner, Irajah
Langston, humbly complaining,
by this his Petition, respectfully rep-
resents and shews unto Your Honor,
that there was instituted on the 8th
day of February 1883 and is now
pending on the Chancery side of the
Circuit Court of Nansemond County
a suit, wherein Evelyn W. Pierce
in her own right and as guardian
of her son John W. Crofer are Plain-
tiffs and said John W. Crofer and
others are Defendants, having for its
object the sale for the benefit of said
Plaintiffs of a certain lot or parcel
of land of which said Evelyn W.
Pierce is tenant in dower as the
widow of Henry D. Crofer deceased
and the said John W. Crofer is the
owner as the heir at law of his father,
said Henry D. Crofer deceased; which
said lot of land is situated on the
east side of Main Street in the Town
of Suffolk in said County, and is
bounded on the North by the Seaboard

and Roanoke Railroad, on the east by a branch, on the South by the lot of Martha Shivers and on the West by said Main Street and is known as the "Old Methodist Church lot" or the "Confer Oyster House lot"

That on the 9th. day of September 1872 the said Evelyn W. qualified as the guardian of said John W. Confer her son, with Charles H. Riddick as her security, her bond being in the penalty of \$6000.00.

That from the time he became her security as aforesaid down to the time of his death, the said Charles H. Riddick was the agent and manager of ~~all~~ the affairs and business of said Evelyn W. as guardian aforesaid and also of her private or individual affairs and as such manager did control and conduct her affairs and was her adviser in all matters affecting her interests, especially as guardian aforesaid.

That the said Chas. H. Riddick had especially the management and control of the above-described ^{lot} with full authority to lease or rent the same

out for said guardian and to collect the rents for her and to order and have repairs, or other necessary things done on said lot of advantage in renting the same out, or to enable him in the interest of said guardian and her ward, to rent the same out or to make it produce or yield the largest possible rents or income.

That, ~~in fact~~, the said Charles H. Riddick by virtue of the authority and management of said property given ~~or left~~ to him as aforesaid did, in fact, in the fall of 1872 lease the said property to Geo. W. Singleton and E. B. Britt for five years for \$350.⁰⁰ a year, and when that lease expired, did again lease the property, this time, to Geo. W. Singleton and J. W. Fuller for \$550. per year with the privilege of five years, and did regularly collect and receive ^{the rents in each case as they became due.}

That during the continuance of the last above-named lease, the business of said Singleton & Fuller, namely, the opening, packing, and shipping of oysters and the manufacturing of agricultural lime, (for which kind of

business alone said property has been used, since it was used as a church), demanded greater facilities and accommodations than the said property then afforded and they accordingly applied to said Chas. H. Reddick of whom they had rented the property, to grant them the greater facilities and accommodations necessary to enable them to carry on their business, and, in fact, it was to a great extent in consideration of the fact that they were to have them that they agreed to pay the very large rent of \$550. per year for the property.

That the greater facilities and accommodations required by said Singleton & Fuller consisted chiefly of a large and commodious lime house ~~for storing~~ located conveniently with reference to the lime kilns on said property for receiving and storing the lime as it was manufactured, and in repairs to the oyster house or part thereof used for the reception of oysters.

That for the purposes named above, the said lime house had to be located

with great difficulty down a hill so as to be at the foot of the Kilus to receive the line from the Kilus and that to so locate it required considerable grading of the ground and work of a difficult nature.

That the said Chas. H. Reddick acting for said ^{Evelyn W.} guardian in her own right and as guardian aforesaid, agreed to have said house built and repairs made as desired by said Singleton & Fuller and employed Your Petitioner to furnish all the material for the same and to do the work and make it complete as required by said Singleton and Fuller and agreed to pay your Petitioner the sum of \$250.⁰⁰ for doing the work and furnishing the material.

Your Petitioner files herewith an itemized statement, showing the sum due him on account of said work done on said property and the material furnished by him, and ^{marks} ~~makes~~ the same "Exhibit O," and prays that it may be taken as part of this Petition.

Your Petitioner says that in making the above repairs and improvements

he acted in good faith and innocently, ~~having no intimation from any one that same~~, understanding and believing and in fact was told by said Chas. H. Riddick that his tree for the same would be paid, and yet your Petitioner has not been paid and the money is still due him; the said Chas. H. Riddick having departed this life about the time when the tree was to have been paid, without having paid it, and said Evelyn W. Pierce having neglected to pay the same since,

Your Petitioner charges that the said repairs and improvements were a substantial benefit and advantage to the owners of said property in that ~~it made~~ they made it more desirable for the purposes for which it was used, and, therefore, made it easier to procure a tenant for the property; in that they constituted a valuable addition to said property and a permanent and useful improvement thereto; and in that they caused said property to rent for more than it had ever rented at any previous time, and ~~in that~~

caused the property to yield a larger income for the benefit of the owners; and in that various other substantial benefits were thereby derived by the owners.

Your Petitioner further states that he is informed and he so charges that it is the intention of the Plaintiffs in the above-mentioned suit to procure a sale of said improvements and repairs, which are still on said property, along with the sale of the lot, without compensating Your Petitioner for said improvements and repairs or paying his bill aforesaid for the same.

Your Petitioner charges that it would be against conscience and fair and honorable dealing and equity and unfair and unjust to him and fraudulent as to his interest to allow ~~to allow~~ said improvements and repairs to be sold with said lot for the benefit and to the advantage of the owners ~~thereof~~ of the lot and to allow them to take and receive that part of the proceeds of the sale which may

represent the just and true value of said improvements and repairs and not allow or pay him what he is justly entitled to for the same, when he was in no wise at fault in making ~~said~~ the same.

Your Petitioner further states that said improvements and repairs were worth at least the sum of \$250.⁰⁰ as additions to said lot and as substantial benefits to the owners thereof and no doubt caused the increase in the rent for the property from the sum of \$250. for which it had rented before they were made to \$550.⁰⁰ immediately after or at the time they were made.

Your Petitioner further states that he was not only employed and urged with all possible speed to make said improvements and repairs and promised ^{payment of the sum of \$250.⁰⁰} ~~pay~~ for the same as soon as done, (the demand for them being urgent at the time as the lessees were in immediate need of them for their business purposes, the particular time and season for which were then at hand), but the said Chas. H.

Riddick as manager aforesaid of the property and the owners thereof stood by, and with full knowledge of the facts and of your Petitioner's innocent dealings and good faith, suffered him to proceed with his work and make said improvements and repairs without objecting thereto or intimating for once that his pay for the same would be denied him, but on the contrary urged him on to complete the work and took charge of it immediately when completed and began to use and enjoy ^{have} and continued from that time to use and enjoy the benefit thereof and the rents and profits therefrom, while your Petitioner has not yet been ^{paid} for the same.

Your Petitioner claims, therefore, that the value of said improvements and repairs should be paid to him and ^{prays} that the same may be ascertained on the basis of their advantage and benefit to said property and the owners of the lot, and that such sum of money as may be necessary to pay him therefor and for his labor

and work and care and diligence
in making said improvements and
repairs, may be decreed to him out of
the proceeds of the sale of the property if
the same be decreed to be sold, and
that no decree nor order be entered
in said suit against his interest
or to the prejudice of his claim, and
that all further and adequate relief
may be granted to your Petitioner in
the premises ^{as to} ~~at~~ Equity may seem
meet and proper and the nature of
the case may require. And as in
duty bound, your Petitioner will ever
pray &c

Iraiah Langston
By Wilbur J. Kilby
his counsel.

9 April 1883

State of Virginia }
Harrison County } to wit:

This day personally appeared
before me, Wilbur J. Kilby, a Notary
Public, in and for said County in
said State, Iraiah Langston, ~~and~~
the Petitioner mentioned in the above

Petition, and made oath that the
statements made in said Petition, so
far as made of his own Knowledge,
are true, and so far as made upon
Knowledge or information derived from
others, he believes them to be true.
Given under my hand this 9th.
day of April 1883.

Wilbur J. Kilby
Notary Public

E. W. Pierce, Gdn.

vs. } In Chy.

John W. Cowper Tal.

Petition of
Iraiah Langston

Filed 14 April 1883

The separate answer of Peter B. Prentiss the Guardian ad litem of John W. Cooper an infant under the age of fourteen years, assigned to defend him in this suit, to a bill of complaint exhibited against him and others, in the Circuit Court of Nausmond County by Evelyn W. Pierce in her own right and as Guardian of the said John W. Cooper.

This respondent reserving to himself the benefit of all just exceptions to the said bill, for answer thereto, or to so much thereof as he is advised that it is material he should answer, answers and says:

That the said John W. Cooper is an infant of tender years being now only eleven years of age, and by reason of his infancy he is incapable of understanding, or of taking care of his rights and interests. He therefore commends the said John W. Cooper and his rights and interests to the protection of the Court, and prays that no decree may be pronounced which will tend to his prejudice.

And having fully answered, the said respondent prays to be hence dismissed with his reasonable costs in this behalf expended, and he will ever pray &c.

Peter B. Prentiss, guardian ad litem

State of Virginia,
County of Nausmond to wit:

This day Peter B. Prentiss personally appeared

before me and made oath that the statements contained in
the foregoing bill so far as made of his own knowledge are true,
and so far as made from knowledge or information derived
from others he believes them to be true. -

Given under my hand this 5. Day of March 1883. -

Robt. D. Prentiss.
Counr. in Chancery.

Price Paid. 70

W. W. W. W. W.
J. D. Prentiss Esq.
and others.
Counsel for.

The separate answer of John W. Cowper, an infant under the age of fourteen years, by Peter B. Prentiss his guardian ad litem assigned to defend him in this suit, to a bill of complaint exhibited against him and others in the Circuit Court of Nansemond County by Evelyn W. Pierce in her own right and as Guardian of the said John W. Cowper:

This respondent reserving to himself the benefit of all just exceptions to the said bill for answer thereto, or to so much as ~~the~~ he is advised that it is material ~~he~~ should answer, by his said said Guardian ad litem, answers and says:

That ~~he~~ ~~is~~ an infant of tender years, and by reason of his infancy, is incapable of understanding or of taking care of his rights and interests. - He, therefore, by his said guardian, commends himself and his rights and interests to the protection of the Court, and prays that no decree may be pronounced which will tend to his prejudice. -

And having fully answered the said respondent prays to be hence dismissed with his reasonable costs in this behalf expended, and he will ever pray &c. -

Peter B. Prentiss, guardian ad litem

State of Virginia,

County of Nansemond to wit,

This day Peter B. Prentiss personally appeared

before me and made oath that the statements contained
in the foregoing answer so far as made of his own knowledge
are true, and so far as made from knowledge or information
derived from others he believes them to be true.

Given under my hand this 5th day of March 1883.

Robt. W. P. Smith.
Clerk in Chancery.

Done &c.

Answer of Jm. W. Cooper
inferred, by Ch. as stated. -

Done &c.

At a monthly Court held for Mansfield County
the 9th: day of September. 1872.

The Court doth appoint Evelyn W Cooper guardian
of John W Cooper, orphan of Henry D Cooper, deceased,
and thereupon the said Evelyn W Cooper entered
into a bond in the penalty of six thousand Dollars
according to law, with Charles H Reddick her
surety therein who justified on oath as to his suf-
ficiency, which bond being acknowledged by the
obligors, is ordered to be recorded.

A. Copy

Teste:

Peter B. Prentiss. Clerk.

Xnd
Evelyn W. Pierce, Gdn: Sc.

Copy order of appointment
to Gdn: of Mrs. W. Cooper

Mrs. W. Cooper Cal.

Exhibit -
No. 1

Evelyn W. Pierce in her own rights and as Guardian
of John W. Couper, an infant. -

^{vs.}
John W. Couper, an infant under the age of
twenty-one years, Harrietta S. Couper, Fannie
D. Couper, Ophelia M. Couper and Virginia
H. Couper. -

To the Honorable George Blow, Judge of the Circuit
Court of Nausemond County:

Your oratrix Evelyn W. Pierce a resident
of Suffolk Virginia suing in her own right and as
Guardian of John W. Couper, an infant under the
age of twenty-one years, humbly complaining,
sheweth to your honour,

That her late husband Henry D. Couper late
of Nausemond County, departed this life intestate
on or about the day of 1892 leaving
as his heirs at law and distributees your oratrix
and their child the said John W. Couper. -

That your oratrix was granted letters of adminis-
tration on the estate of the said Henry D. Couper
that his personal estate came to her hands as
his personal representative, and has been duly ad-
ministered and distributed according to law. -

That ~~since~~ ^{after} the death of the said Henry D. Couper
your oratrix became the wife of Joseph B. Pierce,
who is now dead, and she is again a widow. -

That by an order of the County Court of Nausemond County entered on the 9. day of September 1872 she was appointed, and on the same day duly qualified as the guardian of her infant son the said John W. Couper. - [A copy of the said order is herewith filed, marked Exhibit No. 1 and your oratrix prays that it may be read as a part of this Bill]. - That your oratrix has expended the whole of the property of the said infant arising from the personal estate of his father in his maintenance and education, and both she and the said John W. Couper are now very poor and without any means of support.

That at the time of the said Henry D. Couper's death he was seised and possessed of a certain lot or parcel of land situate, lying and being on the East side of Main Street in the Town of Suffolk, South of and adjoining the Seaboard and Roanoke Rail-road, bounded on the East by a branch, South by the land of Mrs. Martha Shivers, West by the said Main Street, and known as the "Old Methodist Church lot" - That this lot is now the property of your oratrix as tenant in dower, and the said John W. Couper as the heir at law of the said Henry D. Couper.

That the said John W. Couper is now eleven (11) years of age. - That the buildings upon the said lot were used in connection with

* That the buildings on the said real estate are insured in the Mutual Assurance Society of Virginia, that the premium has not been paid for several years and the sum of \$50. is now due and constitutes a lien upon the said property. -

the business of opening, packing and shipping oysters, and for manufacturing agricultural lime by the said Henry D. Couper in his life time, and seem to be fitted for no other sort of business. - For several years past your oratrix has been unable to find a regular tenant and for lack of repairs the the property is daily depreciating in value. - It has been returned delinquent for the non payment of taxes for several years past, and the State, County and Town taxes for at least four years are now due and unpaid. *

That she by reason of her sex, the said John H. Couper by reason of his tender years, and both of them by reason of their poverty are unable to make any use whatever of the said property in its present shape. - That it is impossible to make partition in kind of the said real estate and therefore because of her needy circumstances, she desires ~~her~~ the said real estate to be sold and her portion thereof legally ascertained and paid to her in money. -

Your oratrix is clearly of opinion that the interest of her son and ward the said John H. Couper will be promoted by a sale of the real estate above described. - That the said lot or parcel of land heretofore described is all the estate real or personal belonging to the said infant. -

That Narcissa S. Couper, Fannie D. Couper, Shelia M.

Couper and Virginia H. Couper the grandmother and aunts of the said John W. Couper ~~would~~ on his father's side, would be the heirs at law of the said John W. Couper, if he were dead. -

Inasmuch therefore as your oratrix is without remedy save in a Court of equity where such matters are properly cognizable and relievable she prays that the said John W. Couper an infant under the age of twenty-one years, Narcissa S. Couper, Fannie D. Couper, Ophelia M. Couper and Virginia H. Couper may be made parties defendants to this bill and required to answer the same on oath, that a guardian ad litem may be assigned by the Court to the infant defendant John W. Couper, in order to defend him in this suit. - That the said real estate may be sold under decree of this Court, that out of the proceeds of such sale the commuted fee simple value of her dower therein, may be paid to her in money; that she may be authorised to expend the share belonging to her son and ward John W. Couper in his maintenance and education, that all proper accounts may be taken by one of the Master Commissioners of this Court, and for such other, further and general relief as the nature of the cause may require and the principles of equity justify. -

Your oratrix alleges and notice is hereby given

that application will be made to the Courts for
the allowance of a reasonable attorneys fee out of
the property or moneys under the Control of the Court
in this cause, to the counsel instituting and
conducting this cause. -

And youratrix will ever pray &c. -
Let a Subpoena go &c.

W. Pierce

Witness Parents.

P. G.

State of Virginia

County of Hansemond to wit:

This Day Evelyn W. Pierce ~~not~~ personally
appeared before me and made oath that the matters
of fact alleged in the foregoing bill in chancery
so far as made of her own knowledge are true and
so far as made from knowledge or information derived
from others she believes them to be true. -

Given under my hand this Day of February 1883. -

Alvictus
Notary Public. -

Withers & Prentiss.

Evelyn W. Pierce Jan 1st

v.  Bill &
Exhibits. -

Jno. W. Cooper Forthors

Evelyn W. Pierce, Adm. &c

vs J. Chy. Notes

John W. Cooper Adm.

1883. Feby: 8th: Sum^y in Chy: issued to March Rules, 1883.

" March 5th: Bill Exhibit filed.

" " Peter B. Prentiss' aff'dt^d given ad return to the infant
vsft. John W. Cooper.

" " " Answers of infant filed, genl. repl^ys thereto, & cause
set for hearing, as to him.

" " " Decree nisi to all the other defts.

" " 11th: Complainant's Depositions filed.

" April 2nd: Cause set for hearing, on mo^v of Complt's Counsel

" " 14th: Decree for Accos:

" Sept^r 17th: Report filed

" Octo^r 10th: Decree for sale &c

" Nov^r 10th: Bond of Commit^t of Sale, executed & filed

Chy: Notes

CIRCUIT COURT OF NANSEMOND COUNTY.

Whitfield (formerly Pierce) Guardian

v.

John W. Cowper and others

This cause came on this day to be further heard on the papers formerly read, and ~~#~~ it appearing to the Court that the infant defendant John W. Cowper will have attained his majority on the 27th. day of April 1892, it is therefore adjudged, ordered and decreed that the said John W. Cowper or his Counsel, Robert R. Prentiss, be and either one of them is hereby authorised to withdraw the certificate of deposit of The Marine Bank of Norfolk, Virginia, from the papers of this cause at any time after the 27th. day of April 1892, on leaving a receipt therefor with the Clerk of this Court, and collect the balance due to this cause from the said Bank, for the use and benefit of the said John W. Cowper, after paying the fees due to counsel, and the costs of this suit, if then unpaid.

Whitfield (Pierce) Guardian

v. DECREE

John W. Cowper and others.

Enter April 10th. 1892.

C. M. L.

Chy. U. B. 2. page 428

*Entered in Chancery
Order Book No 2 Page
428.*

Whitfield (formerly Pierce) Guardian

^{v.}
John W. Cooper &c. -

This cause came on this day to be further heard upon the papers formerly read, and was argued by counsel:

On consideration whereof, the Court ~~that the petition of Drajah Langston~~ ^{be} dismissed and doth adjudge, order and decree, that Roberta Whitfield Guardian of John W. Cooper ^(or ~~of~~ his attorney Robert R. Prentiss) ~~be~~ and she is hereby authorised to withdraw the further sum of \$300.- from The Marine Bank of Norfolk, Virginia of the fund now on deposit there to the credit of this cause, to be expended by her in the maintenance and education of the said John W. Cooper, to be accounted for the settlement of her accounts as such guardian. - And Robert R. Prentiss is hereby authorised and empowered to withdraw from The Marine Bank of Norfolk Va. of the fund now on deposit there to the credit of this cause the sum of \$25.- a fee allowed to him as counsel for the complainant in this cause. -

Whitfield (Pierce) Guaman

M. ~~Dec 1887~~
Dec 1888.
~~Oct 1887~~

John W. Cooper &c.

Enter ~~Oct 1887~~
17. April 1888. -
C. H. H. H.

Entered Chy Owen Book
No 2. P. 201.

Whitfield Gdn.

vs. } In Chy.

Cooper

In the Circuit Court
of Hausenau County
15 Octo. 1887

Decree

To be entered
C. M. Hill

Entered Chancery order
Book No. 2 page 165

Whitfield (formerly Pierce) Guardian

John W. Couper vs -

This cause came on this day to be further heard upon the papers formerly read and upon the report of Robert R. Prentiss, Special Commissioner dated and filed on the 18. day of November 1885, to which no exceptions have been taken, and was argued by counsel. On consideration whereof the Court doth adjudge, order and decree that the said report (which shows that the said Special Commissioner, in obedience to former decrees pronounced in this cause has collected the third and last bond of The Seaboard Roanoke Rail Road Company, and deposited the amount thus arising (\$1087.21) in The Marine Bank of Norfolk to the credit of this cause, and that he has executed and delivered to the said Company a deed for the real estate purchased by it under former decrees herein pronounced) be in all respects ratified approved and confirmed. - And Robert Whitfield Guardian of

John W. Couper is authorised to withdraw
the further sum of \$300.00 from the
Marine Bank of Norfolk, Virginia of
the fund on deposit there to the credit
of this cause, to be expended by her
in the education and maintenance
of the said John W. Couper, to be
accounted for in the settlement of
her accounts as such guardian. —

Mitford (Diece) Guardian

M. D. D. D.
11. Decree
Octo 1886

John W. Couper & Co.

Oct 11. Octo. 1886.

Wm. B. B. B.

Wm. B. B. B.

Wm. B. B. B.

Suffolk Va.

18. November 1885.

Whitfield (formerly Pierce) Guardian -

John M. Cooper & Co.

Your Commissioner respectfully reports to the Court that in obedience to decrees heretofore pronounced in this cause he has collected the last bond of the Seaboard & Roanoke Rail Road Company, and executed to the said corporation a deed, with special warranty, for the "Old Methodist Church Lot".

Principal of bond	\$975.
Interest 2 years & 6 days	117.97
	1092.97

My fee for drawing deed 5. -
Balance due the Cause = \$1087.97
This balance of \$1087.97 has been deposited to the credit of the cause in the Marine Bank of Norfolk, and a certificate of deposit for the said amount is herewith returned.

Respectfully submitted,

Robt. H. Prentiss,
Special Commissioner

1892 November 8th.

Received the Certificate of deposit described
in this report, which is withdrawn by
me by authority of the decree pronounced
April 11th. 1892.

Robert T. Dentis,
Counsel.

Winfield (Jesse) Guadalupe.

Sp. Counsel.

Report

18 Nov. 1892.

Cooper & Co.

Evelyn W. Pierce in her own right and
as Guardian of John W. Couper, an
infant. -

¹¹
John W. Couper and others. -

The death of the ~~plaintiff~~ com-
plainant Evelyn W. ~~Couper~~ ^{Pierce} is suggested,
and thereupon on motion of Roberta
Whitfield, the duly qualified Administra-
trix of Evelyn W. Pierce decd and Guardian
of John W. Couper, infant, it is ordered
that this cause be revived and hereafter
proceeded with in the name of the
said Roberta Whitfield Administratrix of
Evelyn W. Pierce decd and Guardian of
John W. Couper. -

Thereupon this cause came on to be
further heard upon the papers formerly
read, and upon the report of Special
Commissioner Robert N. Proutis dated
and filed on the 14 day of November
1884, showing that he has collected
the first bond of the Seaboard &
Roanoke Railroad Company and deposited
the proceeds thereof, amounting to \$1033.⁵⁰
on interest account in the Commercial
Bank of Suffolk Va., to which report
no exceptions have been taken, and

was argued by counsel.

On consideration whereof it is adjudged, ordered and decreed that the said report be in all respects ratified, approved and confirmed.

And Roberta Milfield Guardian of John W. Cowper is hereby authorized and empowered to withdraw from the Commercial Bank of Suffolk, all except the sum of \$200.± of the fund now on deposit there to the credit of this cause, and also to withdraw from the papers of this cause and collect the bond of the Seaboard and Roanoke Rail-road Company for \$975.± due on the 12. day of November 1885, on condition however that she shall first execute and deliver before the Clerk of this Court a proper bond with good security in the penalty of \$4000.± payable to the Commonwealth of Virginia and conditioned to have the principal amount of money thus coming into her hands forthcoming to answer any future order that may be made in this cause. -

But the said Roberta Milfield may

without executing any additional bond.
collect and receive all interest that ~~may~~
has or may hereafter accrue, either from
the said Bank, or ~~from~~ ^{upon} the said bond,
and may collect of the said Bank
of the principal on deposit there the sum
of \$250 - to be used by her in the
maintenance and education of the said
infant John W. Cowper, ~~and~~ which sums
shall be accounted for by her in the
settlement of her accounts as such
Guardian.

And this cause is referred
to one of the Commissioners of this
Court who shall take state and report
to Court an account of the transactions
of the said Roberta Whitfield ^{Guardian}
of the said John W. Cowper. Notice
of the time and place of taking
the said account need only be
given to Roberta Whitfield and
Peter B. Prentiss Guardian ad litem.

623-
Pierce Gun v^o

11.  Deedee

Couper v^o

Enter April 1885

Geo. Blow,

Entered 013 No 2 Page 27

Whitfield (formerly Pierce) Guardian

Cowper &c

This cause came on this day to be further heard upon the papers formerly read and upon the report of Robert R. Huntis, Special Commissioner dated and filed on the 30. ~~October~~^{September} 1885 - to which no exceptions have been taken, and was argued by counsel:

On consideration whereof the Court doth adjudge order and decree that Roberta Whitfield the Guardian of John W. Cowper, &c and she is hereby authorised to withdraw the certificate of deposit of the Commercial Bank of Suffolk from the papers of this cause, and collect any dividends that may be paid on account thereof. - And she is hereby authorised to expend the same in the maintenance and education ~~of~~ the infant defendant John W. Cowper, and she shall account for the same in her guardianship accounts.

And all moneys collected on the third and last bond of The Seaboard and Roanoke Rail Road Company shall be deposited on interest account in

The Marine Bank of Norfolk
to the credit of this cause, and a
certificate showing such deposit shall
be returned and filed with the papers
of this cause. - ~~And Robert Whitfield~~
~~Guardian of John M~~ And Roberta Whitfield
Guardian of John M. Couper is also
authorised to withdraw from the
said Bank the further sum of \$300.-
which shall be expended in the
maintenance and education of the
said infant and accounted for
in her guardianship accounts.

Whitfield (Duce) Guardian

Decees
M M
1. Decr. 1883.

Couper & Co

Enter 10th Octo. 1883.

Geo. Decees
173. 1883. 46

Evelyn W. Pierce in her own right and as guardian of John W. Cooper, an infant.

John W. Cooper and others.

This cause came on this day to be further heard upon the papers formerly read; upon the report of Special Commissioner Robert B. Prentiss showing that pursuant to the decree entered herein on the 10 October 1883, he had sold the "Old Methodist Church lot" to the Seaboard & Roanoke Railroad Company for \$2925.⁺, that one third of the purchase money (\$975.⁺) has been paid in cash and bonds for the deferred installments of purchase money with W. W. Chamberlaine as security have been executed, and that after payment of insurance, taxes costs of suit and sale the sum of \$678.³⁵/₁₀₀ has been deposited to the credit of this cause in the Commercial Bank of Suffolk Va., which report is dated the 18 December 1883 and was filed on the 19 December 1883 to which no exceptions have been taken; and upon the report of Commissioner Peter B. Prentiss showing the commuted fee simple value in money of Mrs. Evelyn W. Pierce's dower interest in the proceeds of the said real estate to be \$655.²⁴ with interest

from 12. November 1883, which report is dated
the 6. February 1884, and was filed on the 7.
February 1884, to which ~~no~~ exceptions
have been taken. And was argued by
counsel. -

On consideration whereof
the Court doth in all respects ratify approve
and confirm both of the said reports and
the said sale of real estate made by the
said Special Commissioner and doth adjudge,
order and decree that the said Robert N.
Prentiss do withdraw from the papers of this
cause the bonds of the said Seaboard &
Roanoke Rail Road Company executed to secure
the deferred instalments of purchase money and
collect the same principal and interest. And
leave is given the said company to anticipate
the payment of the said bonds and pay them
before maturity should it elect to do so. -
And so soon as the said Seaboard Roanoke
Rail Road Company shall pay the balance of
the purchase money due for the said real
estate, the said Robert N. Prentiss who is hereby
appointed a Special Commissioner for the
purpose, is directed to convey the same to
it, by deed with special warranty. -

And all interest collected by the said Special
Commissioner from the said purchaser shall be
paid to ~~and~~ Evelyn W. Pierce as Guardian

of John W. Cooper for his maintenance and support, and all principal money, after paying any unpaid costs of this suit he shall deposit on interest account to the credit of this cause in the Commercial Bank of Suffolk Co. and the said Commercial Bank of Suffolk Co. is hereby authorised and directed to pay all interest that may accrue on any such deposits to the said Evelyn W. Pierce as Guardian of the said John W. Cooper for his maintenance and support.

And it appearing from the said report of Commissioner Peter B. Prentiss that the commuted fee simple value of the dower interest of Evelyn W. Pierce in the real estate sold under decrees in this cause, amounts to \$653.²⁴/₁₀₀ with interest from 12 November 1883, and that she is willing to receive the said sum, with interest, in full satisfaction of her said claim for dower, therefore it is further adjudged, ordered and decreed that the said Evelyn W. Pierce be and she is hereby authorised to withdraw from the fund now on deposit in the Commercial Bank of Suffolk Co. to the credit of this cause, the sum of Six hundred and fifty-five ²⁴/₁₀₀ dollars, with interest from the 12 day of November 1883, until received, in full satisfaction and commutation of all claim to dower in the real estate in

these proceedings described or its proceeds, of
which Henry D. Cooper died seized and
possessed. —

E. W. Pierce Esq. Jc.

W. Pierce
Decees

Jos. W. Cooper Jc.

Enter 14th April 1884.

Accepted
Wm. D. Smith Esq.
Clerk

Evelyn W. Pierce in her own right and as guardian of John W. Cowper, an infant.

John W. Cowper and others.

This cause came on this day to be heard upon the papers formerly read and on the report of Commissioner C. H. Cansey dated the 15. day of Sept. 1883 and filed on the 17 day of Sept. 1883 ^{the exceptions to said} ~~report this day filed by Irajah Langston~~ ~~and~~ ~~was~~ ~~argued~~ ~~by~~ ~~counsel.~~ and was argued by counsel.

On consideration whereof it is adjudged, ordered and decreed that the ^{exceptions of Irajah Langston be continued to the} ~~said~~ ^{the said report} ~~report~~ ^{mother} be in all respects ratified, approved and confirmed.

And it appearing that all those who would be the heirs and distributees of the infant defendant if he were dead, have been made defendants in this cause, and that all the other provisions of law applicable to the case have been complied with, and it having been clearly shown independently of any admissions in the answers that the interest of the infant John W. Cowper will be promoted by a sale of the real estate in the bill described and the Court being of opinion that the rights of no person will be violated thereby doth adjudge, order and decree

that Robert N. Prentiss, who is hereby appointed a Special Commissioner for the purpose, after having first advertised the time, place and terms of sale for at least once a week for three successive weeks in some newspaper published in Nansmond County and in such other manner as may seem judicious, expose to sale in front of the Court-house door of Nansmond County on some County Court Day at public auction, to the highest bidder, the land in the bill described, known as the "Old Methodist Church lot" on the following terms to wit: one third of the purchase money in cash, and the residue in two equal installments in one and two years from the day of sale. The deferred payments to bear interest from the day of sale, and to be evidenced by the bonds of the purchaser with personal security; the title to be retained as ultimate security. Or if the purchaser elect to do so, he may pay the whole purchase money in cash. - ~~Out of~~ The proceeds of such sale, the said Special Commissioner after paying the expenses of the sale and the costs of this suit, including a fee of \$50.⁰⁰ to the attorneys instituting and conducting this suit, shall deposit on interest account in the Commercial Bank of Suffolk to the credit of this cause;

and return with his report of his proceedings under this decree, a certificate of such deposit, together with the bonds given for the credit instalments of said purchase money. But before the said Robert R. Prentiss shall have any authority to collect any money under this decree he shall execute before the Clerk of ~~the Circuit Court~~ this Court a bond in the penalty of \$2500. with sufficient security payable to the Commonwealth of Virginia conditioned for the faithful discharge of his duties as such Special Commissioner. And he shall make report to Court.

It is further adjudged, ordered and decreed that this cause be referred to one of the Commissioners of this Court who shall ascertain and report the commuted or simple value in money of Mrs. Evelyn M. Pierce's dower interest in the proceeds of the sale of the real estate heretofore directed to be sold, together with any other matter specially stated deemed pertinent by himself or required by any party interested to be so stated. - Notice of the time and place of making the said inquiry need only be given to Peter B. Prentiss guardian ad litem for the infant defendant and to Robert R. Prentiss attorney. - And the Cause is continued &c. -

E. W. Pierce G. 1st

W. W. Devere.

Geo. W. Cooper 1st

Geo. W. Cooper

10. Octo. 1883.

Copied

Entered B. B. 2nd page 623

Evelyn W. Pierce in her own right and as Guardian
of John W. Couper, an infant.

John W. Couper and infants under the age of
twenty-one years, Narcissa J. Couper, James
D. Couper, Ophelia M. Couper and Virginia M.
Couper.

This Cause which has been regularly
matured and set for hearing at rules ac-
cording to law, came on this day to be
heard on the bill taken for confessed as
to the adult defendants Narcissa J. Couper,
James D. Couper, Ophelia M. Couper and Virginia
M. Couper, on whom process had been duly
served, they still failing to appear and
plead answer or demurr to the said bill;
on the answer of Peter B. Prentiss the guardian
ad litem of the infant defendant, the answer
of the said infant defendant, John W. Couper
by Peter B. Prentiss his guardian ad litem as-
signed to defend him in this suit heretofore
filed at rules, with general replications to said
answers; on the exhibit filed with the bill;
on the depositions of witnesses⁺ and was argued
by counsel.

On consideration whereof the Court doth adjudge
order and decree that this cause be referred
to one of the Commissioners of this Court

A and in the Petition of Evelyn
W. Pierce this day filed by her
of the Court,

who is directed to take, state and report the following accounts:

1. An account of the transactions of Evelyn H. Pierce (formerly Cooper) as Administratrix of Henry D. Cooper decd. regarding as prima facie correct any ex parte settlement heretofore made by her. -
2. An account of the transactions of Evelyn H. Pierce (or Cooper) as Guardian of the said John H. Cooper. -
3. An account ~~of said~~ showing the nature, extent amount and justice of the claim of Joseph Langston as set up in his petition this day filed, and the amounts of taxes and quotas of insurance due upon the real estate in the bill described. -
4. An account showing the fee simple and annual value of the said real estate, and whether or not the interest of the infant defendant John H. Cooper will be promoted by a sale thereof. -

Together with any other matter specially stated deemed pertinent by ^{the Commission} ~~himself~~, or required by any party interested to be so stated. -

Charles W. Pease Jun^r

Decree
April 1883

John H. Couper, Jr.

Copied

Enter 14th April 1883

Leot Blow

Entered O.B. No. 1. Page 616

At a Circuit Court held for Hansemond County
the 10th day of October 1883.

Evelyn W Pierce in her own right and
as Guardian of John W Cowper an infant. Plaintiff

Against { Dr Chaney.

John W Cowper and others

Defendants.

This cause came on this day to be heard upon the
papers formerly read and on the report of Com-
missioner L H Lawrence, dated the 15 day of September
1883, ^{and filed on the 17 day of Sept. 1883.} The exceptions to said report this day filed by
Iraiah Langston, and was argued by counsel.

On consideration whereof it is adjudged, ordered
and decreed, that the said exceptions of Iraiah
Langston be contoured and that the said report
be in all other respects ratified, approved and
confirmed.

And it appearing that all those who would be the
heirs and distributees of the infant defendant, if he
were dead, have been made defendants in this
cause, and that all the other provisions of law
applicable to the case have been complied with:
and it having been clearly shown independently
of any admissions in the answers, that the interest
of the infant, John W Cowper, will be promoted
by a sale of the real estate in the bill described, and
the Court being of opinion that the rights of no
person will be violated thereby, doth adjudge, order
and decree, that Robert R Prenter, who is hereby

appointed a Special Commissioner for that purpose
do, after having first advertised the time, place and
terms of sale for at least once a week for three suc-
cessive weeks in some Newspaper published in Nansum-
ond County, and in such other manner as may seem
judicious, expose to sale in front of the Court house door
of Nansumond County on some County Court day, at
public Auction, to the highest bidder, the land in
the bill described, known as the "Old Methodist Church
lot," on the following terms, to wit: One third of the
purchase money in cash, and the residue in two equal
instalments in one and two years, from the day of
sale, The deferred payments to bear interest from the
day of sale, and to be evidenced by the bonds of
the purchaser, with personal security; the title to be
retained as ultimate security, - Or if the purchaser
elect to do so, he may pay the whole purchase money
in cash. The proceeds of such sale, the said Special
Commissioner after paying the expenses of the sale
and the costs of this suit, including a fee of \$50. x
to the Attorney instituting and conducting this
suit, shall deposit on interest account in the
Commercial Bank of Suffolk to the credit of this
Cause. And return with his report of his pro-
ceedings under this decree, a certificate of such
deposit, together with the bonds given for the
Credit instalments of said purchase money. But
before the said Robert R. Prentiss shall have any

authority to collect any money under this decree he shall execute before the Clerk of this Court a bond in the penalty of \$2500, & with sufficient security payable to the Commonwealth of Virginia, conditioned for the faithful discharge of his duties as such Special Commissioner, - and he shall make report to Court.

It is further adjudged, ordered and decreed that this cause be referred to one of the Commissioners of this Court who shall ascertain and report the commuted fee simple value in money of Mrs Evelyn H Peerce's dower interest in the proceeds of the sale of the real estate herein before directed to be sold, together with any other matter specially stated deemed pertinent by himself or required by any party interested to be so stated.

Notice of the time and place of making the said inquiry need only be given to Peter B Prentiss Guardian ad litem for the infant defendant, and to Robert R Prentiss, Attorney.

And the cause is continued &c.

Costs
Clerk . . . \$15.00
Attorney . . . 57.50
Shiff . . . 4.50
Notary Pub (E. E. H) for depts 5.00
Comm^r in Chy (C. H. C) 20.00
\$96.00

A Copy:
Jesse

Peter B. Prentiss, Clerk

Evelyn W. Pierce

Xm'd

to Co. D. 10th Oct. 1883.

John W. Connerdale

Suffolk Va.
18 December 1883

Edwyn W. Pierce, Guardian ^{r.}

John W. Cowper ^{r.}
To the Circuit Court of
Nansemond County.

The undersigned Special Commissioner appointed by decree in the above entitled cause pronounced on the 10 day of October 1883 respectfully begs leave to report that after having first advertised the time, place and terms of sale in accordance with the provisions of the said decree he has sold the real estate in these proceedings described 'known as the "Old Methodist Church" or "Cowper" lot'.

The sale was made at public auction in front of the Court-house door of Nansemond County on the 12 day of November 1883. (Court-day).

The Seaboard and Roanoke Railroad Company being the highest bidder, became the purchaser at the price of \$2925.⁰⁰ -

It has paid one third of the purchase

money (\$975⁻) in cash, and by John W. Robinson its President, has accepted its two bonds for the deferred payments, with Wm W. Chamberlaine as security, each for the sum of \$975⁻, dated the 12 day of November 1883, and payable respectively in one and two years from their dates. -

Receipts

From the I. N. R. Co, purchaser. \$975⁻

Disbursements

Paid P. B. Prentiss Clerk in full	\$15 ⁻
" J. L. Fulgham Sheriff	4.50
" E. E. Holland Notary, -	5 ⁻
" Ch. Causey Commr in Ch.	20 ⁻
" Wither's Prentiss, Wm's fee tax	51.50
" Suffolk Herald advertising,	5 ⁻
" Geo. T. Parker, Crier -	10 ⁻
" N. E. Smith County Treasurer	
taxes for 1883	7.56
" N. E. Smith Treasurer, Town of	
Suffolk taxes for seven years to date	53.55
" W. J. Kilby, Agent, premiums	
due Mutual Assurance Society	
for 1877, 1878, 1879, 1880, 1881, 1882 & 1883.	57.04
Retained legal commissions on \$2925 ⁻	67.50
Balance due the cause.	678.35
	<u>\$975.00</u>
	<u>\$975.00</u>

This balance of \$678.³⁵/₁₀₀ has been deposited
in the Commercial Bank of Suffolk, and
the certificate of deposit, together with
the bonds of the purchaser for the de-
ferred payments, and vouchers for all
disbursements are herewith returned -
All of which is respectfully submitted.

Robt. N. Prentiss
Special Commissioner.

Suffolk Co. 18 Decr 1883. Received of Robt. N.
Prentiss Special Commissioner in the chancery
cause of Evelyn M. Pierce Guardian &c v John
M. Cowper and others, in full of all demands
to date the sums of money set opposite
on respective names. -

Peter B. Prentiss. Clerk. \$15.⁰⁰

J L Fulgham Sff. 4.50

Holland pd by fees due n. by him

Chancery paid same way.

Withers Prentiss by M. Prentiss 51.50

J E Booker Mgr v. H. 5.⁰⁰

Geo Parker crm 10.00

St. C. Smith C. Tr \$7.56

Wilbur J. Kilby Agt. of Mut.
Assn. Society &c \$57.04

Evelyn W. Pierce Esq. V^o

2d Sol Commis
N. 3 Report of Sale.

John W. Cowper V^o

Certificate of Deposit.

\$678 ³⁵/₁₀₀

Suffolk, Va., Dec 18 1883

This is to Certify that *R.R. Prentiss Spl Commr in chg cause of*
Eva W. Currie Edm vs. Cowper re
 has this day deposited *six hundred seventy eight* ³⁵/₁₀₀ Dollars

in the **COMMERCIAL BANK OF SUFFOLK,** to be
 withdrawn after *5-* days' notice, upon surrender of this Certificate, and to bear
 interest at the rate of *6* per cent. per annum, if allowed to remain *4* months,
 and *5* per cent. if sooner withdrawn.

Thos G. Clam Cashier.

HERALD PRINT.

Henry D. Cowper Estate

To the Mutual Assurance Society against Fire on Buildings of the State of Virginia, DR.

To Quota of the year 1877 — on Buildings in Suffolk

insured by Declaration No. 21997

To Quota of 1878 on same property

Int: on \$ 8.75 from 1st Apr. 1877. to 1st Apr. 1878

To Quota of 1879 on same property

Interest on \$ 17.50 from 1st Apr. 1878 to 1st Apr. 1879

Pay the above to the order of Wilbur J. Kilby

W. A. Claiborne,
P. Agent of the M. A. Society.

Forwarded

Amount brought forward		\$ 27.83
To Quota of 1880 on same property	17.50	9.08
" interest on \$26.25 from 1 st Apr. 1879 to 1 st Apr. 1880.	<u>1.58</u>	\$ 36.91
To Quota of 1881 on same property	\$ 6.25	8.28
" int: on \$33.75 from 1 st Apr. 1880 to 1 st Apr. 1881	<u>2.03</u>	\$ 45.19
1881 June 20th. By cash in part of this Bill		<u>4.21</u>
" Quota of 1882 on same property	5.09	\$ 40.98
" int on \$40.- from 1 st April 1881 to 1 st April 1882	<u>2.40</u>	7.40
To Quota of 1883 on same property	<u>5.00</u>	\$ 48.38
" int: on \$45.00 from 1 st Apr. 1882 to 1 st Apr. 1883.	<u>2.70</u>	6.20
		\$ 55.08
Interest		1.96
		<u>\$ 57.04</u>

1883 Dec 12th Paid
by Ro. R. Prentiss Comr. Wilbur J. Kilby Agt.

Mrs. E. A. Cooper & Child

1877.

TO TOWN OF SUFFOLK, DR.

15th Feb.—To Tax on \$ 15.00 Real Estate at $33\frac{1}{3}$ c. pr. \$100 value.....

5-00

“ To Personal Property, at $33\frac{1}{3}$ c. pr. \$100 value.....

“ To Capitation, at 50c.....

“ To Dogs, at \$1.00 each.....

“ To School Tax, at 10c pr. \$100 value

5-00

1-50

Received Payment,

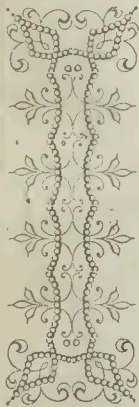
\$

6-50

R. V. Smith

Sergeant.

Even Lowper + OR
650



Mr. Eva Cowfer Child

1878.

To TOWN OF SUFFOLK, Dr.

1st Feb'y.—To Tax on. <u>1500</u> Real Estate, at $33\frac{1}{3}$ cts. per \$100 valuation.....	\$	500
“ “ “ Personal Estate, at $33\frac{1}{3}$ cts. per \$100 valuation..		
“ Capitation, at 50 cts. each		
5 per ct. on State License, \$.....		
		500

Received Payment.

R. R. Smith

Sergeant.

Mrs Eva Cowher Child

\$5.00

Mrs Eva Cowper Child

1879.

TO TOWN OF SUFFOLK, Dr.

1st Feb'y.—To Tax on.....	1500	Real Estate at 33 $\frac{1}{2}$ c. per \$100 value, for Town Purposes.....	\$	5 00
“ “ “	“	“ at 10c. “ “ “ for the Poor.....		
“ “ “	“	“ at 6c. “ “ “ for Schools.....		
“ “ “		Personal Estate, at 33 $\frac{1}{2}$ c. per \$100 value, for Town Purposes.....		
“ “ “	“	“ at 10c. “ “ “ for the Poor.....		1 50
“ “ “	“	“ at 6c. “ “ “ for Schools.....		90
“ Capitation, at 50c. each.....				
5 per cent. on State License, \$.....				
Cr.—By 2 per cent. deduction for payment before December 1st.....			\$	7.40
Dr.—To 5 per cent. added after December 1st.....			\$	

Received Payment.

R R Smith

Sergeant.

Mrs Eva Cowper Child

\$7.40

37

7.77

Mr. & Eva Couper & Child

1880.

TO TOWN OF SUFFOLK, Dr.

1st Feb'y.—To Tax on.....	1500	Real Estate at 33½c. per \$100 value, for Town Purposes.....	\$	5	00
“ “ “	“	“ “ “ at 10c. “ “ “ for the Poor.....			
“ “ “	“	“ “ “ at 6c. “ “ “ for Schools.....		1	50
“ “ “		Personal Estate at 33½c. per \$100 value, for Town Purposes.....			90
“ “ “	“	“ “ “ at 10c. “ “ “ for the Poor.....			
“ “ “	“	“ “ “ at 6c. “ “ “ for Schools.....			
“ Capitation, at 50c. each.....					
5 per cent. on State License, \$.....					
Cr.—By 2 per cent. deduction for payment before December 1st.....			\$	3	40
Dr.—To 5 per cent. added after December 1st.....					37
			\$	7	77

Received Payment.

Wm Smith

Sergeant.

Eva Cooper & Child

\$7.77

Mrs Eva Carpenter Child

1881.

TO TOWN OF SUFFOLK, Dr.

st Feb.—To Tax on.....	1200	Real Estate, at 33½c. per \$100 value, for Town Purposes.....	\$	4	00
" " ".....		" " at 10c. " " " for the Poor.....		1	20
" " ".....		" " at 10c. " " " for Schools.....		1	20
" " ".....		Personal Estate, at 33½c. per \$100 value, for Town Purposes			
" " ".....		" " at 10c. " " " for the Poor.....			
" " ".....		" " at 10c. " " " for Schools.....			
" " ".....		Capitation, at 50c. each.....		6	40
Dr.—To 5 per cent. added after December 1st.....					32
				6	72

Received Payment.

R. R. Amick

Sergeant.

All Available Text Successfully Captured

THE "OLD CHURCH" OR "COWPER" LOT FOR SALE.

By authority of a decree of the Circuit court of Nansemond county, pronounced on the 10th day of October, 1883, in the chancery cause of Pierce, guardian, v. Cowper, &c., I shall offer for sale, at public auction, in front of the Courthouse of Nansemond county, on

MONDAY NOVEMBER 12, 1883,

(court day) that desirable lot on the east side of Main street, in Suffolk, opposite the Seaboard and Roanoke depot, immediately south of the line of the Seaboard and Roanoke railroad, and familiarly known as the "Old Church" or "Cowper lot," of which Henry D. Cowper died seised and possessed.

TERMS.—One-third of the purchase money will be required in cash, and the residue in one and two years from the day of sale, the deferred payments to bear interest from the day of sale, and to be evidenced by the bonds of the purchaser, with good personal security.

ROB. R. PRENTIS,
Special Commissioner.

oe24-3t

In returning from Norfolk last Au-
-umn I was pleased to find you
SHORT STAY IN SUFFOLK.
Stony Creek.

Suffolk, Va. July 29 1884

Mr R R Prentiss Special Comr
To The Suffolk Herald, Dr

Fine Book and Job Printing at Moderate Prices.
1883

Oct. 24 To Adv "Old Church Lot" for sale	
in Herald 3 in 34	3.50
To 150 Hand & Bills sale of same	1.50
	5.00

July 29 1884 Fred Paynter H. Parker
Manager

Mrs. Ora Cooper Child

1882.

TO TOWN OF SUFFOLK, Dr.

1st Feb.—To Tax on.....	1200	Real Estate, at 55c. per \$100 value, for Town Purposes.....	\$	6	60
" " "	"	" " at 10c. " " " for the Poor.....		1	20
" " "	"	" " at 15c. " " " for Schools.....		1	80
" " "		Personal Estate, at 55c. per \$100 value, for Town Purposes....			
" " "		" " at 10c. " " " for the Poor.....			
" " "		" " at 15c. " " " for Schools.....			
" Capitation, at 50c. each.....					
" 5 per cent. on State License.....				9	60
Dr.—To 5 per cent. added after December 1st.....					48
					10 08
To Tax on.....		Dog			

Received Payment.

RR Smith

Sergeant.

Mrs Eva Cowfen

1883.

TO TOWN OF SUFFOLK, Dr.

1st Feb.—To Tax on 1200.....	Real Estate, at 50c. per \$100 value, for Town Purposes.....	\$	6	00
“ “ “ 1.....	“ “ at 15c. “ “ “ for the Poor.....		1	80
“ “ “	“ “ at 15c. “ “ “ for Schools.....		1	80
“ “ “	Personal Estate, at 50c. per \$100 value, for Town Purposes...			
“ “ “	“ “ “ 15c. “ “ “ for the Poor.....			
“ “ “	“ “ “ 15c. “ “ “ for Schools.....			
“ Capitation, at 50c. each.....				
			9	60
				48
			10	08
Dr.—To 5 per cent. added after December 1st.....				

Received Payment.

R R Smith

Sergeant

The "Old Church" OR "COWPER" LOT FOR SALE!

By authority of a decree of the Circuit court of Nansemond county, pronounced on the 10th day of October, 1883, in the chancery cause of Pierce, Guardian, v. Cowper, &c., I shall offer for sale, at public auction, in front of the Courthouse of Nansemond county,

On Monday, November 12, 1883,
(Court Day),

THAT DESIRABLE LOT

on the east side of Main street, in Suffolk, opposite the Seaboard and Roanoke depot, immediately south of the line of the Seaboard and Roanoke railroad, and familiarly

KNOWN AS THE "OLD CHURCH" or "COWPER" LOT,
of which Henry D. Cowper died seised and possessed.

TERMS:

One-third of the purchase money will be required in cash, and the residue in one and two years from the day of sale, the deferred payments to bear interest from the day of sale, and to be evidenced by the bonds of the purchaser, with good personal security.

ROB. R. PRENTIS, Special Commissioner.

Geo Parker
Dover

Mrs *Ea Joubert Child* Dr.

1883.

To H. E. SMITH, Treasurer of Nansemond Cou

No. <i>143</i> <i>1 Lot</i>	State Tax, 40 cents on the \$100.	County Levy 20c. on the \$100.	Parish Levy, 12½c. on the \$100.	Co. School Tax, 3⅛c. on the \$100.	Dis. Sch Tax, 3⅛c. on the \$100.
To Real Estate, value \$. <i>1200.00</i>	<i>480</i>	<i>240</i>			
" Personal Property, value \$					
" Income, &c., value \$					
" Poll Taxes					
Total					
Five per cent. additional					
Total					

Received Payment.

H. E. Smith
13

Conts

Chk.	\$15.00 to L. C. C. C.
716: May	51.50
Sh/f.	4.50
Moline E. E. H.	5.00
Cum. (C. H. C. C.)	20.00
	<u>\$96.00</u>

Certs

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY - GREETING :
YOU ARE HEREBY COMMANDED TO SUMMON *John W. Cooper, an infant*
under the age of twenty-one years, Hancison S. Cooper, Fannie D.
Cooper, Ophelia M. Cooper and Virginia H. Cooper,

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 *Evelyn W. Pierce, in her own right, and*
as *Guardian of John W. Cooper, an infant*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *8th* day of *February* 1883, in the *107th*
year of the Commonwealth.

Teste :

Peter B. Prentis. Clerk.

1883 February 8th Executed and a true copy being delivered
to each of the within named defendants.

J. H. Paul & Dykes
J. L. Sulzham. Shff

Witness & Pontis. P. 9

Evelyn W. Pierce, Guide

Sum. in Chy.

John W. Cooper & Co.

J. March Rules, 1883.

No. 13, No. 1, Page
Civ. Co.

Know All Men by These Presents,

THAT WE,

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of
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 day of
in the year one thousand eight hundred and , and in the
year of the Commonwealth. And we hereby waive our homestead exemption as to this obligation.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bound

was, by a Decree of
who ~~has~~ ^{on this day} qualified before the ~~Circuit~~ ^{Circuit} Court of Nansemond County,
pronounced in the Chancery Cause, entitled, *Edgewood W. Cooper, in her own*
right, and as guardian of John W. Cooper, an infant, Plaintiff, against
John W. Cooper and others, Defendants, on the 27th day of April, 1885-
authorized to receive the proceeds of certain Real Estate, belonging to
John W. Cooper (an infant) shall have the principal amount of money
thus coming into her hands, for the purpose of answering any future order
that may be made in the said Cause,

shall faithfully discharge the duties of ^{her} ~~his~~ said trust, then the above obligation to be void, or else to
remain in full force and virtue.

Executed in presence }
of the Court. }

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

Know All Men by These Presents,

THAT WE,

Robert R. Prentiss, and Joseph P. Webb.

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Twenty-five hundred (2500)* 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 *10th* day of *November*, in the year one thousand eight hundred and *eighty-three*, and in the *108th* year of the Commonwealth. And we hereby waive our homestead exemption as to this obligation.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bound *Robert R. Prentiss*

was, by a decree of
who ~~has~~ *on this day* qualified before the *Circuit* Court of Nansemond County, pronounced on the day of *October* 1883, in the *Chancery Cause of Evelyn W. Pierce, qd. &c. Plaintiff against John W. Cooper, an infant &c. Defendants* appointed a *Special Commissioner to sell certain Real Estate, in said Cause described*

shall faithfully discharge the duties of his said trust, ^{as Special Commissioner, appointed} then the above obligation to be void, or else to remain in full force and virtue.

Executed in presence }
of the Court.

Rob. R. Prentiss (SEAL.)
Jos. P. Webb (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

Robert R. Prentiss, Comr

To } Bond

Commonwealth.



1883

Nov. 10th. Executed & filed

5/11/83

Virginia

At Rules, in the Clerk's Office of the Circuit
Court of Stansemond County, on Monday the
5th day of February 1883.

Evelyn W. Force, in her own right
and as guardian of John W. Cowper
an infant.

Complainant

Against The Chancery.

John W. Cowper, an infant under the
age of twenty one years. Narcissa F. Cowper,
Fannie D. Cowper, Ophelia M. Cowper
and Virginia H. Cowper.

Defendant.

On the motion of the Complainants, by Counsel, Peter
B. Prentiss is appointed guardian ad litem to the infant de-
fendant 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. Prentiss. Clerk

1883 March 5th. I hereby acknowledge service of the foregoing
order, and that I have received a copy thereof.

Peter B. Prentiss

guardian ad litem

E. W. Pierce, Gdn. &c

$\frac{4}{25}$ { order appts' ground
litom

John W. Cooper, infant &c

Suffolk, Va.
Sept.
30. October 1885.

Whitfield (formerly Piersa) Guardian
v.

Couper &c
To the Circuit Court of Hansemond
County:

Your Commissioner respectfully reports to the Court that since the last term of the Court the Commercial Bank of Suffolk has become insolvent, and as the Guardian of John W. Couper failed to execute the required bond and to withdraw the funds on deposit there to the credit of this cause (except the sum of \$250.-) there is now over \$700.- on deposit with the said insolvent bank belonging to the infant defendant. The Trustee ~~is now in possession~~ ^{to whom} the assets of the said bank have been assigned has advertised for claims against the said corporation ~~has advertised for~~ ~~claim~~ and is about to pay a dividend, but this claim has not yet been proved. -

Respectfully Submitted,
Robt. H. Meuts
Special Commissioner.

Whitfield (Pierce) Guardian

N. ³ Spl. Commrs
Report
30. Sept. 1885-
Cooper & Co.

1885
Sept: 30th. Filed
C.M.

Suffolk Va.
14 November 1884

Pierce Guardian

Cowper

Your Comm

To the Circuit Court of Nansemond
County:

Your Commissioner respectfully
reports to the Court that pursuant
to the decree pronounced in this
cause on the 14 day of April 1884,
he has collected the first bond
of the Seaboard Roanoke Railroad
Company and deposited the proceeds
to the credit of this cause in
The Commercial Bank of Suffolk Va.
A certificate of such deposit for
\$1033.⁵⁰ dated 14 November 1884 bearing
six per cent interest is herewith returned.

Principal of bond

\$975-

Interest -

58.50

\$1033.50

Respectfully submitted,

Robt. P. Huntis
Special Commissioner

Pierce Guardian V.

M. 22 Spt. Commis
Report
14. Nov. 1884

Cowper V.

1884. Nov. 14th. Filed
clh

At a Circuit Court held for Hansemond County
the 10th day of October 1883.

Evelyn W Pierce in her own right and
as Guardian of John W Bowser, an infant

Plaintiff

Against Bm Chancery.

John W Bowser & others.

Defendants

It is further adjudged, ordered and decreed that
this cause be referred to one of the Commis-
sioners of this Court, who shall ascertain and
report the Annual and fee simple value
in money of Mrs. Evelyn W Pierce's dower
interest in the proceeds of the sale of the real
estate hereinbefore decreed to be sold, together with
any other matter specially stated deemed pertinent
by himself or required by any party interested to
be so stated. Notice of the time and place
of making said inquiry need only be given to
Peter B Prentiss Guardian, & return for the
infant defendant, and to Robert R Prentiss Attorney
And the cause is continued &c."

Exhibit:

Teste:

Peter B. Prentiss. Clerk

We acknowledge legal and sufficient notice that the account
ordered by the above decree will be taken by ~~for the above~~ Peter
B. Prentiss Commr. in Chancery at his office in Suffolk Va. on Wednesday
the 6 February 1884.

Robert Prentiss p.p. -

Peter B. Prentiss, Jr. atty.

Englyn W. Pearce L^r Xmas
No 5 } Extract from Pearce W
Oct 10th 1880.

John W. Cooper L^r

Commissioner's Office
Suffolk Va. 6 February 1884
E. W. Pierce, Guardian &c

John W. Cooper and others.

To the Circuit Court of
Nansemond County.

Pursuant to a
decree of the Circuit Court of Nansemond
County pronounced in the above entitled
cause on the 10. day of October 1883 (an
extract of which is hereto annexed) the
undersigned, one of the Commissioners in
Chancery of the said Court, after having
first given notice of the time and place
of making the enquiry thereby directed
in accordance with the provisions of the
said decree, proceeded on this day to
execute the same.

It appears from the Report of Robert R.
Pieris, Special Commissioner, dated the 18.
December 1883 and filed in this cause that
the real estate described in these proceedings
was sold to the Seaboard and Roanoke
Railroad Co. for the sum of . . . \$2925.⁰⁰
That the expenses of the sale, costs of suit,
insurance and taxes amounted to . . . 29⁶⁵/₁₀₀

Which leaves a net balance of $\$2628.35$
One-third of this net balance is 876.12
The annual interest upon this sum ⁰⁶
calculated at six per cent is $\$52.5672$

Mrs. Pierce is thirty-six years old.

Therefore the present value of an
annuity of one dollar for life is

$\$12.465$. - If you multiply the

sum of $\$52.567$ the annual interest,

by the present value of an annuity

of $\$1$. i. e. by $\$12.465$ the result is $\$655.24$

See Acts of Assembly 1877-78 p 246. -

Your Commissioner therefore reports that
the present fee simple value in money
of Mrs. Evelyn W. Pierce's dower interest in
the proceeds of the real estate heretofore
sold in this cause is Six Hundred and
fifty-five dollars and twenty-four cents
($\$655.24$) with interest from 12 November 1883.

Given under my hand the day and year
first above written.

The $\$5.24$

Respectfully submitted. -

Peter B. Prentiss.

Commt

12
Evelyn W. Pierce Esq. J.^d

Comm^{rs} Report
N. of commuted
value of dower.

John W. Cowper J.^d

1884. July 7th J. L. 2
clh.

In the Circuit Court of Cause-
mond County, Va.

Evelyn W. Pierce, Gdn.

vs.

} In Chancery

John W. Louper & al

The exceptions of Irajah Langston
to the Report of Commissioner,
C. H. Causey filed in the above
entitled Cause the 17th day of
September 1883.

The said Irajah Langston
excepts to the said Report

1. Because the said Commis-
sioner failed to state, settle
and report to Court a suffi-
cient and definite account
of the nature, extent, amount
and justice of the claim of
this exceptor as set up in his
Petition filed in said Cause.
2. Because the said Commis-
sioner failed to take any
depositions or to examine wit-
nesses to enable him to ascer-
tain the nature, extent, amount

and justice of the claim of this exceptor as set up in his said Petition

3. Because the said claim of this exceptor is not barred by the statute of limitations as reported by said Commissioner in his said report

4. Because the claim of this exceptor as set forth in his petition has never been passed upon, or considered in ~~any~~ ^{the} suit or proceedings referred to by said Commissioner in his Report or in any other suit or proceedings.

5. Because the said Commissioner failed to ascertain and report the reasons ~~why~~ and facts which caused this exceptor's failure to assert his said claim prior to the filing of his said Petition in said cause. This ~~exception~~ exceptor was prevented from asserting his claim by the oft repeated promises and assurances of the parties

to said cause and their agents and attorneys and the husband of said Evelyn W. Pierce that his claim should be paid whenever a sale should be made of the property which has been sold under proceedings in said cause, which property they claimed would be sold as it has been.

6. Because ~~because~~ the said Commissioner failed to ascertain and report to Court the value of the improvements and repairs made by this exceptor upon said property, the value of which being the extent and amount of his claim.

In all which particulars this exceptor excepts to said Report as imperfect and insufficient.

Isajah Langston
By Wilbur J. Kilby
his counsel

E. W. Pierce Gdn.

vs. } In Chy

John W. Cowper &c.

Exceptions of
Iraiah Langston
to Comr. Causey's
Report filed 17th
Sept. 1883

Filed 10 Octo. 1883

At a Circuit Court. Continued and held for Mansson

Evelyn W. Pierce in her own right and as

John W Cowper an infant under the age of

This cause which has been regularly matured and set for hearing at rules according to law. came on this day to be

On consideration whereof the Court doth adjudge
order and decree that this cause be referred to one of

1 An Account of the Transactions of Evelyn W. Pierce

(formerly Cowper) as Administratrix of Henry D Cowper deceased, regarding as prima facie correct any & all settlements heretofore made by her.

2. An Account of the transactions of Evelyn W Pierce (or Cowper) as Guardian of the said John W Cowper.

3 An account showing the Nature, ~~extent~~ content, amount and justice of the Claim of Joseph Langston as set up in his petition this day filed, and the amount of taxes and quotas of insurance due upon the real estate in the bill described.

4 An account shewing the fee simple and Annual value of the said real estate and whether or not the interest of the infant defendant John W. Cowper will be promoted by a sale thereof. Together with any other matter specially stated deemed pertinent by the Commissioners or required by any party interested to be so stated.

A copy

Teste:

Peter B. Prentiss. Clerk

Legal & sufficient service of notice that the accounts directed by the above decree will be taken by C. H. Causey Commissioner at his office on the 15 day of September 1883 is hereby acknowledged.

Robt. W. Prentiss P. G.

Peter B. Prentiss, guardian ad litem
for the infant defendant

Evelyn W. Pierce Godin
is } Copy of decree

John W. Cowper et al

April 14 - 1883

Dr John H Cooper, Orphan of Henry D Cooper deceased

In Account with Eva H Cooper, Guardian

1874 Dec.	31.	By Balance due the ward brought on from last account recorded		\$ 1543 52.
1875 Feb.	16	To paid $\frac{2}{3}$ of \$13.54 Insurance on ward's property for 1873 & 1874. per acct	\$ 12 36	
May	11	By $\frac{2}{3}$ of \$18. due Henry D Cooper's Estate and received of B B Damville		12 00
		" $\frac{2}{3}$ of \$69. due ditto received of H Wappier		46 00
Aug	20	To paid $\frac{2}{3}$ of \$9. Insurance as above, for 1875. per acct	6 00	
Sept.	16	By $\frac{2}{3}$ of \$33.24 Due Henry D Cooper's Estate and received of Campbell		22 16
		To paid $\frac{2}{3}$ of \$15.71. State Taxes ward's Share per acct	10 48	
		" " of \$9.00 Town taxes per acct	6 40	
Dec	31	" " $\frac{2}{3}$ of \$40. to Trajan Langston for repairs to Oyster House per acct	26 66	
		" Board, Clothes and Medicine furnished the ward for the year 1875	98 75	
		By $\frac{2}{3}$ of \$1 Collected of Geo St. Ballard		67
		" $\frac{2}{3}$ \$350. sent for Oyster House & lot for 1875	233 33	
		" Interest for one year on \$1543.52	92 61	
		To 5 per cent Commissions on \$92.61.	4 63	
		" Balance due the ward	1785 01.	
			<u>\$1950 29</u>	<u>\$1950 29.</u>
1875 Dec	31.	By Balance due the ward brought on		\$1785 01.
1876. Dec	31	To paid $\frac{2}{3}$ of \$5. ward's Share of Town Taxes 1876 per acct.	\$ 3 33	
		" " $\frac{2}{3}$ of \$14.37 ditto's Share of State taxes per acct.	9 58.	
		" " $\frac{2}{3}$ of \$9. Insurance as above for 1876	6 00	
		Board, Clothes, medicine &c furnished the ward 1876.	140 00	
		By $\frac{2}{3}$ of \$350. sent for Oyster House & lot for 1876	233 33	
		" $\frac{2}{3}$ of \$26.25. net proceeds of sale of a boat. part of Henry D Cooper's Estate	17 50	
		$\frac{2}{3}$ of \$11.16. due same Estate and received of B B Damville	7 44	

By Interest for year on \$1785.01.

Do 5 percent Commission of \$365.37.

being receipt and income of the year 1876.

18 26

5 percent Commission on \$314.16

being receipt for the year 1875. And in

which Commission are not charged

above, The Credit of \$92.61 excepted

15 70

Commission for reserved

3 50

credit for reserved

2 50

Balance due the Ward

\$1951. 51.

1876 Dec

31

By Balance due the Ward brought on

\$1951. 51.

To the Hon. George Blow, Judge of the
Circuit Court for the County of Hancock
In the cause of
Evelyn W. Pierce ~~Exr~~ &c
vs In Chancery
Jno. W. Bowper &c

now depending in
this Court, the undersigned, one of
the Commissioners of this Court begs
leave to submit the following reports
in accordance with the decree en-
tered at the last term of this Court,
to wit: on the 14th day of April, 1883-

- Account No. 1 -

Showing an account of the transactions of
Evelyn W. Pierce (formerly Bowper) as admin-
istratrix of Henry D. Bowper dec'd, regard-
ing as prima facie correct any ex parte
settlement heretofore made by her.

Your Commissioner reports that he has
examined carefully the account duly
made up by William J. Kely on the day
of 187, of the transactions of Eva-
W. Bowper as the Administratrix of Henry
D. Bowper; that said account exhibits
a balance due the Estate of said Bowper
of \$, all of which was properly
distributed - first having paid all debts due

by the decedent, then one-third to the widow
and the remainder amounting to \$
to Eva W. Couper as Guardian of John W.
Couper.

Account No. 2—

Showing an Account of the transactions of
Evelyn W. Peirce (or Couper) as Guardian of
the said John W. Couper.

Your Commissioner herewith submits
an official certified copy of the last
account recorded in the Clerk's Office
of Harsemond County Court of the
transaction of the aforesaid Guardian.

On the 31st day of December, 1876 there was
a balance due the ward, John W. Couper,
of \$1957.51. This money was all in
the hands of the late Charles H. Riddick,
who at that time was possessed of large
landed property, and was by every one
who knew him, considered perfectly sol-
vent, but the said guardian was never
able to obtain a settlement with said C. H.
Riddick and at his death which occurred
in 1877, his estate was insolvent.

The amount received by the guardian
from the personal representative of
said C. H. Riddick's estate has been

expended in the care, maintenance
and education of said Jno W. Couper.
so that now there is nothing to his
credit in the hands of his guardian

Account No. 3—

Showing the nature, extent, amount and justice of the claim of Irajah Langston as set up in his petition, that was filed by leave of the Court at the last April Term. and also the amount of taxes and quotas of insurance due upon the real estate described in the bill and proceedings—

— 1st —

In relation to the claim of Irajah Langston your Commissioner, after a careful consideration of all the facts and circumstances connected therewith, has reached the conclusion that it would be improper to report that said claim be allowed in accordance with the prayer of the petitioner—

The petitioner alleged that for materials furnished and labor performed during or about the month of September, 1877, the sum of \$250. was due him, in a bill of complaint filed at March Rule 1878 against J. B. Pierce, Eva W. his wife and John W. Cooper, for repairs to the building on the "Cooper Oyster House Lot" and in due course, said cause having been fully argued on the bill, answer and deposition, this Court at the October

Term, 1879, ordered the following decree to be entered,

"Langston
vs In Chancery

"Pierce & al -

"This cause came on this day to be again
"heard on the papers formerly read therein
"and on the answer of Eva W. Pierce,
"guardian of John W. Bouper, an
"infant under the age of twenty-one
"years, and on the examination of
"witnesses and was argued by counsel.
"On consideration whereof the Court
"doth order that this cause be dis-
"missed at the plaintiff's costs."

For further particulars, if needed for the information of the Court, reference is here had to the paper in the cause above named, now on file in the office of the Clerk of this Court.

Your Commissioner further reports that the aforesaid petitioner has never sought, since the entry of the above decree, to enforce his claim in the mode prescribed by law, either common or statute, and therefore even if the claim were valid in September, 1877, his failure to obtain judgment, or at least commence a suit - within the limit

prescribed by law in such cases, not only shows gross laches on his part, but bars him from taking anything by reason of his petition filed on the 14th day of April, 1883, more than five years after the alleged cause of action arose, to wit, in September, 1877.

- 2 -

In regard to the taxes your Commissioner reports that H. E. Smith Treasurer of Hammond County deposes and says under oath that the State and County taxes are due and unpaid for 1879-1881 and 1882 amounting to \$28.³²/₁₀₀ - and the property has been returned delinquent - The taxes for 1883 are also now due.

R. R. Smith Collector of taxes for the town of Suffolk also deposes and says that "taxes on the above property are due and unpaid since 1878 and the amount now due is either \$43.⁰⁰ or \$48.⁰⁰. I can not tell accurately without my books"

- 3 -

As to the quotas of insurance your Court reports that W. J. Kiehl, the agent in Suffolk for the Mutual Assurance Society of Va - states there are now due and unpaid the quotas from 1877 to 1883 amounting to \$55.⁰⁰

Account No. 4

Showing the fee simple and annual value of the said Real Estate and whether or not the interest of the infant defendant will be promoted by a sale thereof.

Your Commissioner reports that the said property is assessed on the books of the Com^{rs} of the Revenue for Dist. No. 1 in this County at \$1200 - which is considered to be its full Cash value.

Its Annual value is only nominal as nothing has been claimed from it for several years past.

Your Commissioner after a careful consideration of the question does not hesitate to say that not only will a sale of said property be conducive to the interest of said infant, but that it is imperatively necessary that a sale should be made.

E. B. Briot, the assessor ^{of the town of Suffolk} says under oath that the property has been unoccupied and decreasing in value for several years.

H. E. Smith County Treasurer and R. R. Smith, ^{Sergeant of the town of Suffolk} testify emphatically to the same opinion. and W. J. Kelly agent for the Mutual Assurance Society of Va. testifies that he by direction of his company, has

reduce the insurance on the building from \$1800 to \$1000 -

Your Commission is well acquainted with the property and sees it daily, and can corroborate the above statement, and from the fact of the constant depreciation in value of the property, and the further fact that neither Mr. Eben W. Peirce, the tenant in dower, nor the infant John W. Bowser, the heir at law, have any income from any source whatsoever; your Comm^{ty} strongly recommends the sale of said property at the earliest practicable time, Your Comm^{ty} reports to Court that Peter B. Prentiss the Guardian ad litem of John W. Bowser, the infant defendant, fully concurs in the belief that a sale of the aforesaid property will be promotive of the interests of the ward, and therefore recommends that the same be sold at the earliest practicable date.

Respectfully submitted
C. H. Causon, Comm^{ty}

September 15th: 1883 -

Purcell
2^e
Couperie

Commune Report

1883. Sept: 17th. F. L. L.
clh.

No. _____

Eva W. Pierce

Plaintiff.....

Residence.....

Defendant

Residence.....

Sent by.....

Date

Amount.....

Interest.....

REMARKS:

WITHERS & PRENTIS

Attorneys at L

Suff

It appears that Aunt Eva has received
from all sources as follows,

From Reddick Estate. } 878 63
as per exhibit marked A)

From open pecuniary of
profits at Sale of Reddick
effects, & which he should
be charged for reasons here
after set forth, (Exhibit B) 641 97

Total \$ 1520 60

1520 60

On 5 yrs Bond. Policy \$ 125 625
" " " " 150 150

6 yrs Medical Attendance
& clothing etc \$ 50 p yr 300
1075 1075 -

Due Estate by E. A. P. Edm

\$ 445.60

In adjusting settling the above
guardianship, I ~~mentioned~~ told
Aunt Eva's ~~interest~~ upon having
Exhibit, Marked, B, thrown out, on
the grounds, goods were purchased
simply to protect herself against total
loss, about at the time she expected
— and at prices that were really
exorbitant. I went to see Mr. Casey the
Commissioner of Ops who tells me he will
Cooperate, do all he can to assist in the
matter, now if said A is thrown out

the estate will owe her in its
 after settlement. 171.³¹ or if not
 entirely thrown out. abated. so the $\frac{1}{2}$ of
 will come out even as ~~it~~ should

It also appears that in settlement
 of the Riddick Estate due Johnny & Aunt
 Kira, it only paid about
 22% cts on the dollar, now, it may be,
 that, if the Com^{rs} does not, or will not,
 exclude the entire of unmarked B.
 he may put it upon the above
 basis of 22% per cent. ~~for it is~~

This opⁿ seems to be a little mixed

	carried over	\$498.87
Dec 19	1 mattress	6.00
	2 counterpanes	6.00
"	4 sheets	5.00
"	4 napkins	1.00
"	1 table cloth	2.00
"	1 tub	.76
"	1 wash tin	.59
"	1 doz goblets	.75-
"	glass ware	4.00
"	sundries	11.12
	1 gilt edge china tea set	15.00
	18 " " pieces	2.75-
	1 celery stand	.75-
	6 white plates	.50
	1 lamp	.25-
	1 set castors	2.00
	1 " carvers	2.50
	1 1/2 doz knives \$3.50	10.50
	red edge china tureen, dishes, etc.	6.00
	1 crock	.50
	1 white bowl	.75-
	1 coal scuttle	.50
	1 clothes basket ^{25¢} board ^{25¢}	.50
	2 kitchen chairs	.50
	1 water bucket	.38
	1 cook stove & utensils	12.00
	1 fender & andirons	1.50
	1 piece chamber ware	.30
	1 china toilet set	5.00
	1 extension table	5.00
	6 oak chairs .75-	6.00
	2 prs pillows \$1.00	2.00
		\$612.27
	Cart No 1	8.00
	Fodder	10.00
	5 bbls corn \$2.00	10.00
		639.27
	5 bbls potatoes 50¢	2.50
		\$641.97

B

Mr J. B. Purce

1878 To M. Fannie Riddick's Adm Dr

Dec. 19.	1 cotton planter 15 ^c	wood saw 25 ^c	.35-
	plow & opener		1 10
	plow No. 3, do no 5-		6.00
	double drag		2 35-
	2 tin lard stands		.25-
	board, roller & piggie		.45-
	2 jars ^{20^c} sugar box ^{15^c}		35-
	Ice cream ^{press} & dister		.25-
	table ^{35^c} bolster 1.15-		1.40
	water cooler ^{75^c} bucket 27.00		27.75-
	wash stand No. 1.		9.75-
	towel rack		.25-
	col table cloth No. 2		4.51
	plow gear No. 1.		1.55-
	pitch fork No. 1.		.55-
	" " No. 2		.50
	3 prong hoes		1.15-
	plow gear No. 2		2.15-
	corn sheller		8.75-
	cart harness		2.00
	rider cart		1.05-
	buggy		70.00
	3 pork hogs \$3.25-		9.75-
	sow & 5 pigs		7.00
	cow No 3		15.50
	Horse Tom No. 1.		56.50
	" Jennie		89.00
	10 bbls corn \$2.06		20.60
	10 bbls corn \$2.13		21.30
	10 " " \$2.15-		21.50
	10 sheep \$2.00		20.00
	1 set of tires		.95-
	9 geese		5.22
	27 chickens ^{25^c} 2 roosters ^{35^c}		7.35-
	1 carpet		12.00
	1 carpet		5.00
	1 rug		4.00
	3 prs blankets \$4.00		12.00
	1 " blankets		3.00
	1 " "		.75-
	1 bedstead & springs		15.00
	1 " " "		10.00
	2 mattresses		20.00
			<u>\$498.87 (over)</u>

A

Extract from Report of Comr. in Farmers'
Bank vs Riddick's admrs.

	650.33
Debt due Eva H. Peirce Gdn. per bond	\$ 50.33
Int. from Aug 1 st '79 to May 9 th '81.	59.15
Due Eva H. Peirce Gdn. per account	1086.75
Int. from Aug 1 st '79 on \$987 ⁹² / ₁₀₀ paid through May 9 th '81.	105.04
	<u>\$ 1977.27</u>

Cr: Paid by Mrs Riddick	\$ 578.68	
Int. due. 19 th '79 to May 9 th '81.	56.55	
Paid by Mrs. Riddick	275.00	
Int. Jany 1 st '80 to May 9 th '81.	22.41	
	<u>1032.64</u>	1032.64
Bal. due Eva H. Peirce Gdn. - - -		<u>\$ 878.63</u>

Debt due Eva H. Peirce per acct.	\$ 246.89
Int. on \$225 ⁴⁹ / ₁₀₀ from Aug 1. '79 to	
May 9 th '81 - - - - -	23.97
	<u>\$ 270.86</u>

Dividend of 29 ⁶⁴ / ₁₀₀ per cent on this amount,	80.28
	<u>\$ 958.91</u>

Mississippi

Mississippi