1914-005
NansemondCo(Suffolk)

Chancery Causes: Mary Jane Copeland et al vs Nathaniel Porter et al

Pruden, Norfleet, Monell, Ashburn, Hosier, Johnson

Rec. & Bunting, Clerk.

Suffolk, Va.

Feb- 25, 1914

Mary Jane Copeland et als.

vs

Nathaniel Porter et als

Received of John K. Hutton, Special Commissioner, in the above entitled suit the sum of Nine + 34/100 dollars. ($9.34)

G. E. Bunting, C

A. A. Baker, Sheriff

Feb. 28, 1914

Mary Jane Copeland et als.

vs

Nathaniel Porter et als.

Received of John K. Hutton, Special Commissioner, in the above entitled suit, the sum of Three & 10/100 dollars. $3(10)

A. A. Baker Sheriff

2

Mary Jane Copeland et als

vs

Nathaniel Porter et als.

Received of John K. Hutton, Special Commissioner, in the above entitled suit, the sum of Four Hundred dollars.

H. Stevens

Brad Kilby, Comm'r
Chancery.

Suffolk, Va.
Feb-28, 1914.

Mary Jane Copeland et als.

vs

Nathaniel Porter et als

Received of John K. Hutton, Special Commissioner, in the above entitled suit the sum of Thirty ($30.00) dollars.

Bradford Kilby, Comm.

4

Mary Jane Copeland et als

vs

Nathaniel Porter et als.

Received of John K. Hutton, Special Commissioner, in the above entitled suit, the sum of Four dollars.

P. Edmunds

Mary Jane Copeland et als

vs.

Nathaniel Porter et als

Received of John K. Hutton, Special Commissioner, in the above entitled suit, the sum of Ten + 67/100 dollars.

John K. Hutton

Received of John K. Hutton, Special Commissioner, in suit under name and style of Mary Jane Copeland and others vs. Nathaniel Porter and others, the sum of $2.50.

Jno. H. Goodman, Jr.

40.00 Suffolk, Va.

February 26, 1914.

Received of John K. Hutton, Special Commissioner in suit pending in Circuit Court of Nansemond County, under name and style of Mary Jane Copeland and others vs Nathaniel Porter and others, the sum of forty dollars, the share to which I am entitled.

Witness: H. Travers

his
Dennis x Johnson
for John Wilfert Parker

$40.00 Suffolk, Va.

Received of John K? Hutton, Special Commissioner in suit pending in Circuit Court of Nansemond County, under name and style of Mary Jane Copeland and others vs Nathaniel Porter and others the sum of forty dollars, the share to which I am entitled.

Sarah L. Porter

$40.00 Suffolk, Va.

Received of John K. Hutton, Special Commissioner in suit pending in Circuit Court of Nansemond County, under name and style of Mary Jane Copeland and others vs. Nathaniel Porter and others , the sum of forty dollars, the share to which I am entitled.

Nathaniel Porter

Witness:
H. Travers

4-8-9

$5.72 Suffolk, Va.

Received of John K. Hutton, Special Commissioner in the suit pedding in the Circuit Court of Nansemond County, under the name and style of Mary Jane Copeland and others vs. Nathaniel Porter and others, the sum of five dollars and seventy-two cents, the share to which I am entitled.

Sarah J. Porter

10

J. Frank Porter

Mary Jane Copeland et als

vs.

Nathaniel Porter et als

Received of John K. Hutton, Special Commissioner, in the above entitled suit, the sum of Five ~~Dollars~~ 97/100 dollars. (5.97)

J Frank Porter

Feb 28, 1914.

Mary Jane Copeland et als.

vs

Nathaniel Porter et als.

Received of John K. Hutton, Special Commissioner, in the above entitled suit, the sum of Eighteen ($18.00) dollars.

J. R. Saunders, Atty for
by. D. Sadler A. C. Pruden

J. R. Saunders, Atty for A. C. Pruden.

12

Receipt to
Jno. K. Hutton
Sf - Comm'r,

Mary Jane Copeland
et als

vs.

Nathaniel Parker et als

After Five Days Return to
EVERETT & HUTTON,
ATTORNEYS-AT-LAW
SUFFOLK, VA.

No. 3, p. 139
Mehns-Harris Inc.
v.
Geo. Porter
$5.50 Int. from 17 Aug 1909 + $1.95 costs.
Rendered Aug. 28. 1909.
Docketed Dec. 20, 1909.

~~Mort~~ 63. 488, Released 44. 569.

Luther Porter
James, Frank Porter
✓ Mary Jane Copeland
✓ ~~Frank Porter~~
✓ George, Thomas Porter
Matheniel Porter.

3. 88
A. Edwards & Co.
v.
James Porter
$43.37 Int. from 28 Jan. 1907 + $1.45
waiving homestead exemption
Rendered April 14, 1907
Docketed Aug. 20, 1908

2, 133
Mills H. Holland
v.
James Porter
$18.13 int. from 13 day of June 1893
Rendered Oct. 16. 1896
Docketed Oct 11, 1897.

1, 113

Z. T. Holland

v

John Ash & James Porter

$14.10 Int. from Oct. 30, 1876 & 1.50 Costs

Rendered Apl. 26. 1879

Docketed May 13. 1880.

Ten Per Cent. will be Charged on all Collections Under $100 Unless Special Agreement is Made Otherwise

R. E. Norfleet,
W. T. Johnson,
J. E. Jordan,
} Deputies.

Suffolk, Va., Oct 28 1913

M Bradford Kilby Dr.

To A. H. BAKER

Sheriff of Nansemond County

Mary J. Potts vs. Bradford & others

OFFICE—No. 616 MAIN STREET.

	Collected on Claim	Collected on Costs
Judgment,		
Interest,		
Clerk's Fee,		
Sheriff's Fee—Executing Process.		
Sheriff's Commissions,		
Justice's Fee,		
Expense of Sale,		
~~Summoning~~ Witnesses, Comm. notices 4		$1.00
Returning Execution,		
Taking Bond		

Day of , 190, Received payment,

Sheriff.

Deputy.

TO GEORGE E. BUNTING, ESQ., CLERK OF THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

Mary Jane Copeland, Willie Copeland, her husband, and Sarah L. Copeland .....Complainants.

vs. In Chancery.

Nathaniel Porter, A. C Prudem, and John Grant Porter, the last named being under the age of twenty-one years.....Defendants.

Issue summons to Second (Third Monday) Rules in August, 1913.

Everett V Hutton

Counsel.

CLER'S NOTES:

July 31,1913;Process issued returnable to Second August Rules(Third Monday) 1913.

Second Aug. Rules. Process returned executed.
Bill filed & decree nisi. S. P. Holland, appointed guardian ad litem.
Oct. Rules 1st Monday.
Decree nisi si. confirmed & cause set for hearing

MEMORANDUM.

Clark's Notes.

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON Nathaniel Porter, [redacted]n, and John Grant Porter, the last named being under the age of twenty-one years.

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 third Monday in August 1913, to answer a Bill in Chancery, exhibited against them in the said Court by Mary Jane Copeland, Willie Copeland, her husband, and Sarah L. Copeland.

and have then and there this summons.

WITNESS, G. E. BUNTING, Clerk of our said Court, at his [redacted] this 31st day of July, 1913, in the 138th year of the Commonwealth.

~~A copy~~ ~~Teste~~: _____, CLERK.

Teste: G. E. Bunting, CLERK.

Executed by delivering a true copy of the within process, in my County to ~~each of~~ the within named defendants.

Nathaniel Porter et als in person

A J Baker
~~Sheriff~~.

Everett & Hutton, p. q.

Mary Jane Copeland et als.

vs. } In Chancery

Nathaniel Porter et als.

Sarah so

1913

August Rules,

Third Monday.

NANSEMOND CIRCUIT COURT.

Process Book No. 3

Page 115

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON Nathaniel Porter, A. C. Pruden, and John Grant Porter, the last named being under the age of twenty-one years.

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 third Monday in August 1913, to answer a Bill in Chancery, exhibited against them in the said Court by Mary Jane Copeland, Willie Copeland, her husband, and Sarah L. Copeland.

and have then and there this summons.

WITNESS, G. E. BUNTING, Clerk of our said Court, at his office, this 31st day of July, 1913, in the 138th year of the Commonwealth.

A copy—Teste:
G. E. Bunting, CLERK.

Teste:
G. E. Bunting, CLERK.

Everett & Hutton p. q.

A COPY
FOR

John Grant Porter,
infant

vs. } In Chancery

191 3

August Rules,

Third Monday.

NANSEMOND CIRCUIT COURT.

Process Book No. 3

Page 115

To guardian ad litem

The Commonwealth of Virginia,

To the ~~Sergeant of the City of Suffolk~~ Sheriff of Nansemond County Greeting:

WE COMMAND YOU THAT YOU SUMMON R. M. Ashburn

to appear before ~~the Judge of our Circuit Court of the City of Suffolk at the Courthouse thereof~~ me, at my office in Suffolk, Va, at 10 A. M., on the 30th day of October, 1913, to testify and the truth to say in behalf of Mary Jane Copeland and others in a certain matter of controversy pending and undetermined ~~in our said Court~~ before me between Mary Jane Copeland + others Plaintiff and Nathaniel Porter and others Defendant

And have then and there this writ.

WITNESS, ~~W. T. JOHNSON, Clerk of our said Court, at the Courthouse,~~ my hand this 27th day of October, 1913, ~~and in the year of the Commonwealth.~~

Bradford Kilby, ~~CLERK~~

Commissioner in Chancery, ~~D. C.~~

CIRCUIT COURT

Mary Jane Copeland et als

vs. { SUBPŒNA

Nathaniel Porter et als

1913, Term (October)

Witnesses

Original (R. M. Ashburn)

Executed on

Not found:

Sergeant City of Suffolk.

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ Sergeant of the City of Suffolk, Va. —Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON A.C.Pruden,

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 third Monday in August 1913, to answer a Bill in Chancery, exhibited against him in the said Court by Mary Jane Copeland, Willie Copeland her husband, and Sarah L. Copeland.

and have then and there this summons.

WITNESS, G. E. BUNTING, Clerk of our said Court, at his office, this 31st, day of July, 1913, in the 138th year of the Commonwealth.

~~A copy—Teste:~~

_____, CLERK.

Teste: G. E. Bunting, CLERK.

Executed this 2 day of August 1913, by delivering a true copy of the within process in person to A.C.Pruden, in the City of Suffolk, Va.

H.E. Smith Sergeant.

Everett & Hutton, p. q.

A COPY FOR

A.C.Pruden

vs. } In Chancery

191 3

August Rules,

Third Monday.

NANSEMOND CIRCUIT COURT.

Process Book No. 3

Page 115

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 Commonwealth of Virginia, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of the office. post or trust herein mentioned, with coupons detached from bonds of said State.

Sealed with our seals, and dated this----------day of----------in the year of our Lord one thousand nine hundred and----------, and in the----------year of the Commonwealth.

In Testimony Whereof, the said----------has hereto set his hand and seal, and the said----------has caused its corporate name to be hereto signed, and its corporate seal to be hereto affixed, this----------day of----------in the year of our Lord, one thousand nine hundred and----------, and in the----------year of the Commonwealth.

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

.....

.....

.....

To }

The Commonwealth.

The Commonwealth of Virginia,

To the ~~Sergeant of the City of Suffolk~~ Sheriff of Nansemond County Greeting:

WE COMMAND YOU THAT YOU SUMMON Frank Porter

to appear ~~before the Judge of our Circuit Court of the City of Suffolk at the Courthouse thereof,~~ before me at my office in Suffolk, Va, at 10. A.M. on the 30th day of October, 1913, to testify and the truth to say in behalf of Mary Jane Copeland and others in a certain matter of controversy pending and undetermined ~~in our said Court~~ before me between Mary Jane Copeland and others Plaintiffs

and Nathaniel Porter and others Defendants

And have then and there this writ.

WITNESS, ~~W. T. JOHNSON, Clerk of our said Court, at the Courthouse,~~ my hand this 27th day of October 1913, ~~and in the year of the Commonwealth.~~

Bradford Kilby, ~~CLERK~~

Commissioner in Chancery, ~~D. C.~~

CIRCUIT COURT

Mary Jane Copeland et als

vs. { SUBPŒNA

Nathaniel Porter et als

1913, Term (October)

~~Witnesses.~~

Original (Frank Porter)

Executed on this 28th day of Oct. 1913 by delivering to the within named Frank Porter in hand a true and attested copy of this writ with endorsements thereon.

Not found:

[illegible]

Sergeant City of Suffolk.

TO THE HONORABLE JAMES L. MCLEMORE, JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

Mary Jane Copeland and others.....Complainants.

vs. Report of Special Commissioner.

Nathaniel Porter and others.....Defendants.

Your Commissioner, John K. Hutton, appointed by your Honor in the above-entitled suit, on the I2th. day of February, I9I4, to convey, with special warranty, to said Mary Jane Copeland the land in the bill and proceedings mentioned, and fully described in decree entered on said I2th. day of February, I9I4, upon payment to him, your said commissioner, by said Mary Jane Copeland of the necessary funds to pay the cost of this suit, liens on said property, and amounts, named in said decree, to certain heirs therein named, all of which amounts are hereinafter set out, respectfully submits the following report:

The said land was duly conveyed to the said Mary Jane Copeland upon receipt of the sum of $225.00, which said sum has been disbursed, in accordance with said decree as follows:

Received		$225.00
Paid George E. Bunting, Clerk	$9.34	
A. H. Baker, Sheriff	3.I0	
Attorney's fee	I5.00	
Comm'r in Chancery, including stenographer	32.50	
Writing deed	5.00	
Commission	I0.62	
Paid Sarah L. Porter	40.00	
" Nathaniel Porter	40.00	
Dewitt Johnson	40.00	
Sarah J. Porter and children	5.72	
James F. Porter	5.72	
A. C. Pruden mortgage	I8.00	
Balance	$225.00	$225.00

Respectfully Submitted:

John K. Hutton

Special Commissioner.

Mary Jane Copeland and

others.

Report of Special

vs.

Commissioner.

Nathaniel Porter and others.

1914 March 12. Filed
J.L.M.

Mary Jane Copeland, Willie Copeland, her husband,
and Sarah L. Porter.....Complainants.

vs.

Nathaniel Porter, A. C. Pruden, Sarah J. Porter,
James F. Porter, John Grant Porter, Clifford Porter,
Willie B. Porter, Dorotha Porter, Clinton Porter,
Mildred Porter and Lelia Porter, the last named
seven being infants under the age of twenty-one
years..... .....Defendants.

This cause came on this day again to be heard on the papers formerly read, the report of Bradford Kilby, Commissioner in Chancery, to which report, filed on the 2nd. day of February, 1914, in the Clerk's Office of the Circuit Court of Nansemond County, there is no exception, and on the depositions of witnesses:

On consideration whereof, the Court doth approve and confirm the said report, which report shows that Mary Jane Copeland, one of the parties to said suit, will take the entire property and pay therefor to other parties such sums of money as their interests therein may entitle them to, and that the amount fixed by the Commissioner with the consent of all parties concerned is forty dollars for each one-sixth share in said land, and that said Mary Jane Copeland shall pay all cost in this suit and liens, etc.,thus making the amounts to be paid by her as follows: John Grant Porter forty dollars; Sarah L. Porter forty dollars; Nathaniel Porter forty dollars; Sarah J. Porter, widow of Luther J. Porter, deceased, Clifford Porter, Willie B. Porter, Dorotha Porter, Clinton Porter, Mildred Porter and Lelia Porter, infant children of said Luther J. Porter, deceased, five dollars and seventy-two cents; James F. Porter five dollars and seventy-two cents; and A. C. Pruden eighteen dollars.

And the Court doth further adjudge, order and decree that John K. Hutton, who is appointed Special Commissioner for the purpose, do convey, with special warranty, after the said Mary Jane Copeland shall have placed in his hands the necessary funds to pay the cost of this suit and the

amounts named above, to the said Mary Jane Copeland the following property in the bill and proceedings mentioned, to-wit:

First: All that tract, piece or parcel of land in Chuckatuck Magisterial District, in Nansemond County, Virginia, adjoining the lands of Aaron Archer, Monroe J. Stephens and wife, Francis Monell's heirs, the Norfolk & Petersburg Railroad, and the other lands of the grantors in this deed, and containing twenty-two acres, more or less, which said land formerly belonged to David Pruden, now dead, and at his death became the property of Lydia W. Norfleet, his only child, and Martha Pruden, his widow, Said land was conveyed to Nelson Porter by Lydia W. Norfleet, John T. Norfleet, her husband, and Martha Pruden by deed dated the 4th. day of October, I87I, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book No. 6, page 287.

Second: All that tract of land consisting of about four acres, more or less, conveyed to the said Nelson Porter by John Monell by ded dated the 3Ist day of October, I887, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book 6, page 288, said land lying and being in the County of Nansemond, in the State of Virginia, in Chuckatuck Magisterial District, and bounded by Elisha Rawls, John Finch, Harriett Redd and a line of Marked trees along said Monell's line.

It is further adjudged, ordered and decreed that said Special Commissioner, John K. Hutton, pay out the funds coming into his hands to the parties entitled thereto; that the interest of John Grant Porter, who is an infant with a parent living, be paid to Dewitt Johnson, his grandfather, with whom the said infant lives, to be used for said infant's maintenance and support; that the interest of the heirs of Luther J. Porter whose names areClifford Porter, Willie B. Porter, Dorotha Porter, Clinton Porter, Mildred Porter and Lelia Porter and who are all infants, be paid to Sarah J. Porter, their mother, to be used for their maintenance and support; that said Special Commissioner, John K. Hutton, is directed to return vouchers with a report of his proceedings to Court; and that the said Commissioner shall not proceed to act under this decree until he shall enter into bond with sufficient security in the Clerk's Office of the Circuit Court of Nansemond County, payable to the Commonwealth of Virginia in the amount of three hundred dollars and conditioned upon the faithful discharge of his duties hereunder and under any further decrees in this cause.

Mary Jane Copeland et als.

vs. Decree appointing Special
Commissioner etc.

Nathaniel Porter et als.

Enter 12 day of February, 1914.

Jas L. McSmore,

Entered in Chancery Order Book
No. 4 , Page 619 .

Set.

Mary Jane Copeland, Willie Copeland, her husband,
amd Sarah L. Porter.....Complainants.

vs.

Nathaniel Porter, A. C. Pruden, Sarah J. Porter, James F. Porter, John Grant Porter, Clifford Porter, Willie B. Porter, Dorotha Porter, Clinton Porter, Mildred Porter and Lelia Porter, the last named seven being under the age of twenty-one years.....Defendants.

This cause came on this day again to be heard on the papers formerly read and on the petition of Sarah J. Porter and James F. Porter. And it appearing to the Court from said petition that Sarah J. Porter and James F. Porter and Clifford Porter, Willie B. Porter, Dorotha Porter, Clinton Porter, Mildred Porter, and Lelia Porter, the last six being infants under the age of twenty-one years, are interested in said suit and are necessary parties to the record, it is adjudged, ordered and decreed that they be admitted as parties defendant with the other defendants on the record; and L. Pretlow Holland, a discreet and competent attorney-at-law, is this day assigned as guardian ad litem to the said infant defendants Clifford Porter, Willie B. Porter, Dorotha Porter, Clinton Porter, Mildred Porter, and Lelia Porter to defend their interests in said suit, and thereupon the said L. Pretlow Holland guardian ad litem for said infants files his answers as such.

Mary Jane Copeland et als.

vs.

Nathaniel Porter et als.

Decree adding parties defendant to the record.

Enter 31st day of ~~February~~ January,

1914.

Jas L Bowers

Entered in Chancery Order Book,

No. 4, Page 616.

Mary Jane Copeland, Willie Copeland, her husband,
and Sarah L. Porter.....Complainants.

vs. Decree of reference.

Nathaniel Porter, A. C. Pruden, and John Grant
Porter, the last named being under the age of
twenty-one years.....defendants.

This cause came on this day to be heard upon the Complainants' bill taken for confessed as to all the adult defendants, they still failing to appear and plead, answer or demur to said bill, process having been duly served upon all said adult defendants, the answer of the said infant defendant by his guardian ad litem, L. Pretlow Holland, and of the said guardian ad litem ~~hereby~~ at rules by the Clerk of this Court appointed to defend the infant defendant, with general replication thereto, and was argued by counsel.

On consideration whereof, the Court doth adjudge, order and decree that the papers in this case be referred to one of the commissioners of this Court, who is directed to enquire into and report to Court:

I.

Whether the real property in the bill mentioned can be conveniently divided in kind among the several parties entitled to share therein.

2.

If the same can not be conveniently divided in kind, whether any party will take the entire property and pay therefor to the other parties such sums of money as their interest therein may entitle them to.

3.

And if the same can not be conveniently divided in kind and if no party will take the entire property and pay the others for their interest, whether the interest of those who are entitled to said property or its proceeds will be promoted by the sale of the property or by allotment of part and sale of the residue.

4.

Whether there are delinquent taxes due on said land, or any other liens.

5.

Whether all the proper parties in interest are before this Court.

Mary Jane Copeland et als.

vs Decree of reference.

Nathaniel Porter et als.

Enter 13 day of Octo., 1913.

Jas L. McLemore

Entered in Chancery Order

Book No 4, page 591

Mary Jane Copeland, Willie Copeland,
her husband, and Sarah L. Copeland.....Complainants.
vs. Order.
Nathaniel Porter, A. C. Pruden, and
John Grant Porter, the last named being
under the age of twenty-one years.....Defendants.

It appearing to the court that John Grant Porter, one of the defendants herein, is an infant, on the motion of Everett & Hutton, Attorneys, the court doth appoint L. P. Holland, a discreet and competent attorney-at-Law, as guardian ad litem to such infant.

1913-July 31-

Entered in Clerk's Order

Book No. 1-Page 254.

THIS DEED, Made this 5th day of July, 1912, between George Thomas Porter (unmarried) of the County of Nansemond and State of Virginia, of the first part and A. C. Pruden, of said county and state, of the second part--

WITNESSETH: That for and in the consideration of Twenty-five ($25.00) Dollars, the said party of the first part does grant and convey unto the said party of the second part, with GENERAL WARRANTY, all his One seventh (1/7) undivided interest in and to the following described tracts or parcels of land in Chuckatuck Magisterial District of Nansemond County, Virginia, bounded and described as follows:

First: All that tract of land in said County, District and State containing by estimate Twenty Two (22) acres, more or less, being the same land formerly belonging to David Pruden, deceased, and at his death becoming the property of Lydia Pruden, his only child, which said tract is bounded as follows:

Bounded on the North by the land A. C. Pruden and Geo. T. Luke, on the East by the land of John T. Norfleet, South by Jesse W. Pruden, and on the West by the right of way of the Norfolk and Western Rail Road Company.

Being the same land conveyed to Nelson Porter (of Elisha) by deed bearing date the 14th of Oct. 1871, from John T. Norfleet and Lydia W. Norfleet, his wife, who was Lydia Pruden, by deed duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in D. B. No. 6, page 287.

Second. All his one seventh undivided interest in and to all that certain tract or parcel of land in said county, District and State, but not contiguous to the above described tract of land, being bounded and described as follows:

All that tract of land containing by estimate Four (4) acres, more or less, and being bounded on the North by the land of John T. Norfleet, East by the New Myrtle County Road, South by the land of A. C. Pruden, and on the West by Jesse W. Pruden.

It being the same land conveyed to the said Nelson Porter by

deed from John Monell by deed bearing date the 31st day of October 1877, and duly of record in the Clerk's Office of the Circuit Court of Nansemond, County, Virginia, in D. B. No. 6, page 288.

The said party of the first part covenants that he is seized of said property as one of the children of the late Nelson Porter, that he has the right to convey his undivided interest to the above described tracts of land and has done no act to encumber the same and that the grantee shall have quiet possession of said land so far as his one seventh undivided interest is concerned free from all encumbrances, and that he, the said party of the first part, will execute such further assurances of the said land as may be requisite.

Witness the following signature and seal.

George (his x mark) Thomas Porter (SEAL)

Witness, J. Walter Hosier.

State of Virginia,

County of Nansemond, to wit:

I, J. Walter Hosier, a Notary Public in and for the county and state aforesaid, whose commission expires on the 8th of Jan. 1914, do certify that George Thomas Porter, whose name is signed to the writing above, bearing date the 5th day of July, 1912, has duly acknowledged the same before me in my county aforesaid.

Given under my hand this 5th of July, 1912.

J. Walter Hosier,

Notary Public.

Virginia:

In the Clerk's Office of the Circuit Court of Nansemond County, the 6th day of July, 1912:

This deed was presented, and, with the certificate annexed, admitted to record.

Teste: G. E. Bunting, Clerk,

By A. L. Twitty, D. C.

A Copy-Teste: G. E. Bunting, Clerk,

By S. J. Barlow D. C.

- C O P Y -

GEORGE THOMAS PORTER

TO(DEED OF B. & S.

A. C. PRUDEN.

RECORDED IN DEED BOOK NO. 72

PAGE 359.

75

To Mary Jane Copeland, Willie Copeland, her husband, and Sarah L. Porter.
Complainants.

and

Nathaniel Porter, A. C. Pruden and John Grant Porter, the last named being under 21 years of age, and L. Pretlow Holland, Guardian ad Litem of said infant defendant.
Clifford Porter, Willie D Porter, Dobbin Porter, Clinton Porter, Mildred Porter and Letitia Porter 2d

In Chancery.

You are hereby notified that on the 28th. day of October 1913 at my office, in Suffolk, Va. (at which time and place you are required to attend), I shall take, state, and settle the following accounts which are to be taken, stated, and settled and reported to Court in pursuance of the decree of the Circuit Court of Nansemond County, Virginia, rendered on the 13th. day of October 1913, in the suit in chancery pending in said court to which your are parties plaintiff and defendant, to-wit:

(1) Whether the real property in the bill mentioned can be conveniently divided in kind among the several parties entitled to share therein.

(2) If the same can not be conveniently divided in kind, whether any party will take the entire property and pay therefor to the other parties such sums of money as their interest therein may entitle them to.

(3) And if the same can not be conveniently divided in kind, and if no party will take the entire property and pay ~~therefor~~ the others for their interest, whether the interest of those who are entitled to said property or its proceeds will be promoted by the sale of the property or by allotment of part and sale of the residue.

(4) Whether there are delinquent taxes due on said land, or any other liens.

(5) Whether all the proper parties in interest are before this court.

Given under my hand this 21st. day of October 1913, as Commissioner in Chancery of said Court.

Bradford Kilby

Commissioner in Chancery.

Mary Jane Copeland et als
vs.
In chancery
Nathaniel Porter et als

Commissioners' Notice

Original.

Attorneys for Complainants

Sufficient and legal service of the within notice is hereby accepted by us,

Mary Jane Copeland
William Copeland
Samuel L. Porter
Nathaniel Porter by
J. E. Emerson their atty
Daniel J. Porter
James Grant Porter
L. P. Holland
Guardian ad litem of
John Grant Porter
Clifford Porter
Webber B. Porter
Dorothea Porter
Clinton Porter
Mildred Porter
Lelia Porter

Mary Jane Copeland et als.)
V.) In chancery.
Nathaniel Porter et als.)

Commissioner's Office,
Suffolk,Va. December 18,1913.

To Honorable James L. McLemore,Judge of the Circuit Coprt for the County of Nansemond.

In pursuance of the decree of the Circuit Court for the County of Nansemond pronounced on the 13th. day of October 1913 in the suit in chancery pending in said court between Mary Jane Copeland and others,Complainants,and Nathaniel Porter and others,Defendants, the undersigned,Bradford Kilby,of said court,respectfully reports as follows:

That on the 21st. day of October 1913,your commissioner gave notice to the parties to the said suit that he would proceed on the 28th. day of October 1913,at his office in Suffolk,Va.to make the several inquiries required by said decree to be made by one of the commissioners in chancery of said court.

That said notice was served on some of the parties to said suit and was accepted by others,as will appear by the endorsations on said notice herewith.returned.

That on the 6th. day of November 1913 and other subsequent days to which the taking of said accounts was adjourned,your commissioner took the depositions of R.M.Ashburn,William Copeland,Frank Porter,A.C.Pruden,J.Walter Hosier,Mary Jane Copeland and Dewitt Johnson,touching said inquiries which depositions are herewith returned.

That from the testimony of said witnesses and from information otherwise obtained,your commissioner reports as follows:

(1)

That the real property in the bill mentioned can not be conveniently divided in kind among the several parties entitled to share therein.

(2)

Mary Jane Copeland, one of the parties to said suit, will take the entire property and pay therefor to the other parties such sums of money as their interests therein may entitle them to. Before this suit was instituted Mary Jane Copeland purchased the one-seventh interest of Luther J. Porter, and the one-seventh interest of James Frank Porter. James Thomas Porter died before the institution of this suit unmarried, and Mary Jane Copeland heired one-sixth of his interest, the five-sixth passing as follows: One-sixth to Sarah L. Porter, one-sixth to Nathaniel Porter, one-sixth to John Grant Porter, son of William F. Porter, one sixth to James Frank Porter, and one-sixth to the wife and children of Luther Porter, namely: Sarah J. Porter, wife, Clifton Porter, Willie B. Porter, Dorothy Porter, Clinton Porter, Mildred Porter, and Lelia Porter, his children. Thus at the time of the institution of this suit the said Mary Jane Copeland was the owner of nineteen-forty-seconds interest in the said land, and she now offers to pay the cost of this suit, the taxes, and any other liens on said land. And to each of the other parties interested in said land for their interest therein she offers to pay them at the rate of Forty Dollars for each one-~~seventh~~ sixth share in said land, which offer has been accepted by all said parties.

(3)

This inquiry is answered under number two.

(4)

There are no delinquent taxes. George T. Porter before his death conveyed his interest to E. C. Pruden by deed dated the 5th day of July, 1912, and recorded in the Clerk's Office of the Circuit Court of Nansemond County in Deed Book No. 72, page 359, for the sum of $20.00. Your Commissioner is of the opinion that this deed, though on its face a deed of Bargain and Sale, is in reality a mortgage, and as such is a lien on the interest of George T. Porter for the sum of $20.00, with interest thereon from the

5th day of July at the rate of six per cent until paid. This lien is subject to a credit of $4.00. Your commissioner finds the following judgments: The judgment in favor of Nelms Harris Shoe Company, Incorporated, against George Porter, for the sum of $5.50, with interest thereon from the 17th day of August, 1909, and $1.95 cost. This judgment was rendered on August 28th, 1909, and docketed December 20th, 1909, in Judgment Book No. 3, page 139, in Nansemond County Clerk's Office, Virginia. From the best information obtainable by your commissioner this George Porter is not the same man as the George Thomas Porter who was one of the heirs of Nelson Porter, and who is interested in the property mentioned in this suit. No. 2. A judgment in favor of A. Edwards & Co. against James Porter, for the sum of $43.37, with interest thereon from the 28th day of January, 1907, and $1.45 cost. This judgment was rendered on April 14th, 1907. and docketed August 20th, 1908, in Judgment Book No. 3, page 88, in Nansemond County Clerk's Office, Virginia. No. 3. A judgment in favor of Mills H. Holland against James Porter for the sum of $18.13, with interest from the 13th day of June, 1893, rendered on October 16th, 1896, and docketed October 11th, 1897, in Judgement Book No. 2, page 133. From The best information obtainable by your commissioner the said James Porter,against whom these judgments were gotten, is not the same man as James Frank Porter, who is a party to this suit.

(5)

That after the filing in this suit of the partition of Sarah J. Porter and James F. Porter, your commissioner reports that all proper parties are before the Court in this cause. There is no other matter deemed pertinent by your commissioner or required by any party interested to be so stated.

Respectfully submitted this 6th day of February, 1914.

Comm's fee $25.00
Stenographic's fee $5.00
$30.00

Bradford Kilby
Comm. in Chancery.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

MARY JANE COPELAND, et als.	)	Before
	)	
	)	Bradford Kilby, Commissioner.
	)	
vs.	)	In Chancery.
	)	
	)	
	)	
NATHANIEL PORTER, et als.	)	Depositions.

Suffolk, Virginia, November 6th, 1915.

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IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

MARY JANE COPELAND, et als.	#	
vs.	#	In Chancery.
NATHANIEL PORTER, et als.	#	

The testimony of R. M. Ashburn and others, taken before Bradford Kilby, Commissioner in Chancery, on the 6th day of November, 1913, in the Chancery suit pending in the Circuit Court of Nansemond County, in which Mary Jane Copeland et als are complainants and Nathaniel Porter et als are defendants.

Signatures of all witnesses waived.

PRESENT: Everett & Hutton, counsel for complainants.
Mr. J. R. Saunders, counsel for A. C. Pruden.

Examined by Mr. Hutton.

R. M. ASHBURN, being duly sworn, deposes and says as follows:

Q. Please state your name, age, residence, and occupation.

A. R. M. Ashburn, 40 years, Nansemond County, farmer.

Q. Mr. Ashburn, some of the heirs of Nelson Porter, deceased, have brought a suit for the purpose of having the real estate left by him divided in kind, or sold and the proceeds of said sale distributed among the parties entitled thereto. Do you know this land of which Nelson Porter died possessed?

A. Yes, I know of it.

Q. You have seen the land?

A. Yes I have seen it.

Q. Would you say, being well acquainted with the property, that it would be to the best interest of the parties concerned to attempt to divide this land in kind?

A. No, I think it would be to the best advantage to sell it.

Q. About what do you think is the value of that land?

A. Why, I should think $800 or $900 would be a plenty for it.

Q. That is all you know about this matter is it?

A. Yes sir.

And further this deponent saith not.

WILLIAM COPELAND, being duly sworn deposes and says as follows:

Examined by Mr. Hutton.

Q. State your name, age, residence and occupation?

A. William Copeland, 43 years old, Nansemond County, farmer, I am one of the parties to this suit.

Q. Copeland, you are acquainted with this land are you not, that Nelson Porter died seized and possessed of?

A. Yes sir.

Q. Do you think that it would be practicable to divide that land in kind, dividing it into small parcels among the heirs?

A. Well, if we divide it like that it would be a mighty little part we would get, it wouldn't be much for any one. I don't think it would be the best to divide it that way. I think

it would be the best to sell the land and divide the proceeds.

Q. Copeland, I read from the bill of complaint in this case as follows: " Being seized and possessed as aforesaid, the said Nelson Porter on the 10th day of October, 1908, died intestate leaving Mary Jane Copeland, Sarah L. Porter, Nathaniel Porter, George T. Porter, William F. Porter, Luther J. Porter, and James F. Porter as his only children and heirs-at-law." Is that correct?

A. Yes sir.

Q. You know all these children?

A. Yes sir.

Q. Since the death of said Nelson Porter, his son William F. Porter died leaving as his only child and heir-at-law John Grant Porter, who is an infant. Is that correct?

A. Yes sir.

Q. Do you know whether or not Luther J. Porter and James F. Porter conveyed their interest to Mary Jane Copeland?

A. Luther sold his right to Mary Jane, his siter, and James F. Porter sold his.

And further this deponent saith not.

FRANK PORTER, being duly sworn deposes and says as follows:

Examined by Mr. Hutton.

Q. State your Name, age, residence, and occupation ?

A. Frank Porter, 29 years, Williamstown, Pitch Kettle Road, hod carrier.

Q. What kin are you to Mary Jane Copeland?

A. Brother.

Q. How were you related to Nelson Porter, deceased?

A. He was my father.

Q. You are well acquainted with that land?

A. Yes sir.

Q. Do you think it would be to the best advantage to portion the

land out, or to sell it and divide the proceeds?

A. I think it would be the best to sell the land and divide the proceeds.

Q. Porter, did you or did you not sell your right in this land to Mary Jane Copeland?

A. Yes sir, I sold it to Mary Jane Copeland.

Q. At this time then you have no interest in this suit?

A. No sir.

Q. Now Porter, I read from the bill of complaint in this case that George T. Porter, who is now dead, conveyed his interest to A. C. Pruden, by deed dated the 5th day of July, 1918. Do you know anything about that transaction?

A. Yes sir, I was there and heard it.

Q. Porter, you tell all you know about this transaction with A. C. Pruden.

A. Well the way it was, my brother he was in the hospital at the time, and he needed $25 on the operation, so Mr. Pruden goes up there to see him about taking a deed of trust on the place, so he said he wouldn't take a deed of trust but he would buy it on a bill of sale, that he would let him have $20 and when he got ready to pay it back, pay him $25, and said when he got well he would justify some length of time for him to pay it in. Then he said he was to pay him $1.50 per month interest, so then I paid him a couple of dollars, and my sister she paid him some.

Q. Do you hold any receipts?

A. No sir, I don't hold any receipts at all for the money I paid in person.

Counsel for complainants here introduces two receipts, marked Exhibits "A" and "B".

MR. SAUNDERS: The introduction of these receipts are objected to on the ground that it has not been proven that there were no other accounts between A. C. Pruden and George Thomas Porter; that the receipts are in the name of Mary Jane

Copeland, not presented by Mary Jane Copeland, but by one Frank Porter; that this is a case to construe a deed of bargain and sale to be a mortgage, and it is the claim of the attorney for A. C. Pruden that these receipts are not competent for that purpose.

CROSS EXAMINATION.

By Mr. Saunders.

Q. Porter, you were at the hospital that day were you?

A. Yes sir.

Q. Who went up and got Mr. Pruden?

A. Myself.

Q. Did you go outside of the room at any time?

A. While Mr. Pruden was there?

Q. Yes.

A. I did not, no sir.

Q. I understood you to say on your direct examination that Mr. Pruden told him that he would not take a deed of trust, but would take a deed of sale?

A. A bill of sale or something like that.

Q. Then just exactly what kind of paper Mr. Pruden said he would take you don't know do you?

A. He said he would take it on a bill of sale.

Q. State to this court the exact conversation that transpired in that room between Mr. Pruden and George Thomas Porter, the whole conversation, everything he told him?

A. Well, the way it was, I went up there to get $25 from Mr. Pruden on a deed of trust, when I got up there he said he wouldn't take a deed of trust on it, said he would let me have $20 on a bill of sale, when we got ready to pay him back, pay him $25, and he would justify some length of time to pay the money, and we pay him a dollar and a half a month interest.

Q. Where was this conversation? At Mr. Pruden's house?

A. At St. Andrew's hospital.

Q. Who else was in the room at the time?

A. Nobody, but we three.

Q. Is it not true that Mr. J. Walter Hosier, the man who wrote this deed was in the room at the time the coversation was had about this deed?

A. He got on his wheel afterwards, and rid up there. He got on his wheel and went back to the hospital and talked to him hisself.

Q. When was this deed made?

A. The 5th day of July.

Q. So you again say that Mr. Pruden told him he would not take a deed of trust?

A. No sir, he would not take a deed of trust.

Q. When Mr. Hosier went back to the hospital you were not there at that time were you?

A. No sir.

Q. Then whatever transactions or conversation that transpired between Mr. Hosier and Mr. Pruden and George Thomas Porter, at St. Andrew's Hospital, you do not know?

A. No sir, I just went up there with Mr. Pruden one time.

Q. You were not present when these papers were being fixed up?

A. When the papers were fixed up?

Q. Yes.

A. Yes sir, I was.

Q. I mean by that were you there when George T. Porter signed this deed?

A. No sir, I wasn't there then.

Q. You have stated that you paid Mr. Pruden $2.00?

A. Yes sir.

Q. Why did you pay him that $2.00?

A. I didn't take any receipt for it at all.

Q. Why didn't you take a receipt?

A. Because I thought it was all right, I just gave him $2.00.

Q. That was a very short time after George Thomas Porter died was it not?

A. Yes sir, the next Saturday, he died on one Saturday, and that was the next Saturday.

Q. Then during the conversation between you and Mr. Pruden at the time you gave Mr. Pruden the $2.00 there was nothing said about these papers at all was there?

A. One thing was said. He would see my sister and see does she want to take Thomas rights.

Q. Was there anything said by Mr. Pruden at the St. Andrew's hospital about giving George T. Porter the privilege to buy the land back again?

A. He said he could buy it back again for $25.

Q. Did he say what time he could buy it back again?

A. No sir, he said he would set a time for him to buy it back again; suggest it or something like that. (This conversation about buying it back took place in the room at St. Andrew's hospital, while I was present, and at the same time that the other bargain was made.)

Adjournment until Friday, November 7th, 1913 at 10 A.M.

BY THE COMMISSIONER: Mr. Pruden is not competent to testify as to any contract made between himself and George T. Porter, deceased, but he may testify as to any subsequent contracts made with the heirs of George T. Porter, or other interested parties.

MR. SAUNDERS: Ruling of the court is excepted to by counsel for A. C. Pruden, on the ground that when Mr. Pruden's mouth is once opened to testify that he may be permitted to tell any facts bearing on the case.

MR. HUTTON: Ruling excepted to on the part of the complainant on the ground that Mr. Pruden was rendered incompetent as a witness for any purpose in this case.

A. C. PRUDEN, being duly sworn, deposes and says as follows:

Examined by Mr. Saunders.

Q. State your name, age, residence, occupation, and if you know the parties to this suit?

A. A. C. Pruden, 64 years, Suffolk, Virginia, sewing machine business, I am a party to the suit.

Q. Mr. Pruden, the records in this case show that on the 5th day of July, 1912, George T. Porter executed what is on its face an absolute deed of bargain and sale to you for his entire interest in the estate of Nelson Porter. In the testimony in this case there are presented two receipts which I now hand you and ask you to please explain the circumstances surrounding these two receipts, and whether or not they were executed by you.

A. Well it is this way: They realized fully that I had bought his right all right, had bought his rights, and they come to me and wanted to know, or she did rather, if I would sell it to her. I of course told her I would, I knew nothing to the contrary, but there was no amount mentioned. I was under the impression that she would take it up very soon after this conversation, and that if she paid, I disremember the amount now, but it seems to me it was $1.50 per month until we agreed on a price, but I told her I wouldn't sell it to her at the same price, but if she choosed to pay a certain amount until we bargained, if it was done right away, why I would sell to her. This is why this is given as an amount on the Tom Porter account. That in case we did bargain she wouldn't then owe any back interest on the bill, but of course she didn't pay it and there wasn't anything more said about it until very late.

Q. Mr. Pruden, did I understand you to mean that when these receipts were given they were given to Mary Jane Copeland under an agreement that if Mary Jane Copeland was to buy the land from you these receipts were to be credited to her, that is to say it was a kind of agreement or option between yourself and

Mary Jane Copeland that she should have the right to buy the land provided she took it up right away.

A. Yes,if she took it up right away, and we could agree on a price, then she wouldn't owe any interest on the outlay of the money at all.

Q. Mr. Pruden, after the death of Nelson Porter, did you ever agree to perform with any of the heirs of Nelson Porter any contract or agreement that you had had with George T. Porter?

A. No.

Q. Mr. Pruden, I filed with the Commissioner in this case a copy of the deed from George Thomas Porter to yourself. Is this what you rely on as your title to the land?

A. Why certainly it is.

Q. Mr. Pruden, Frank Porter has testified that since the death of George Thomas Porter he has paid you some money for which he has no receipts. Please state for what purpose this money was paid to you, if any was paid?

A. Why Frank handed me $2.00, he didn't require any receipt, he just merely handed me the $2.00 for my accomodation.

CROSS EXAMINATION.

By Mr. Hutton.

Q. Mr. Pruden, I understood you to say on your direct examination that Frank Porter gave you $2.00 and required no receipt, because it was just given to you as a gift because of your accomodation?

A. That is what he stated.

Q. That is what he stated at the time did he?

A. Yes sir, and since too. I questioned him about it and he said I gave you that for your accomodation.

Q. What had you done for him?

A. He considered it a merely friendly act for me to furnish the money for him at all.

Q. When Mr. Pruden, did Frank Porter give you that $2.00

A. Why I disremember, very soon, I don't know whether it was be-

fore his brother's death or soon after.

Q. Was it given after the transaction or before?

A. I think it was done after, do not remember exactly.

Q. When you referred to a person as she in your direct examination did you mean Mary Jane Copelabd?

A. I meant Mary Jane Copeland.

Q. Is she the only heir that you talked to about this matter after the death of George T. Porter?

A. Well, she was the only one concerned in the death of Porter at all but I did talk to Net a little bit in regard to his rights.

Q. I have introduced in evidence a receipt for interest on George T. Porter's account, dated August 4th, 1913. Now Mr. Pruden that receipt was given just about one month after the execution of the deed. Was it at that time, or was it at some other time that Mary Jane Copeland ask you to buy back or to buy this land?

A. I don't remember exactly.

Q. Don't remember?

A. It was soon after Frank's death I know.

Q. You don't remember any conversation had with Mary Jane Copeland when this first receipt was given?

A. I don't just know when the conversation took place when she proposed to buy back.

Q. Do you have any idea as to the time at all?

A. No sir, I did not keep any record of it. I don't remember when she asked me to sell my right back to her.

Q. So then Mr. Pruden you do not remember any conversation you had at all with her when she got those receipts?

A. Yes, I do, I just stated that I would sell back to her, but no amount was mentioned, we did not get on any terms at all.

Q. When you executed this first receipt did she ask you to sell back to her at that time?

A. I think she did.

Q. But you don't remember positively?

A. I don't remember when I told her, but I think that was the time when I told her that I would sell to h[illegible].

Q. In other words, you know you told her at some time, and you presume it was when she gave you the interest for which you executed this receipt?

A. Yes, I think that was the time.

Q. Now when she asked you to sell back to her state again what you said?

A. I told her I would sell to her, but not at the price I paid for it. I told her to think about it and decide on a price , and soon after that she didn't pay me any more and simply dropped it, and I didn't presume that she wanted it or cared anything about buying it back.

Q. But you told her she could continue to pay interest until you all agreed on the price?

A. I told her she could if she wanted to.

Q. Who has paid you any more interest after that time?

A. I don't know positively when it was, I don't see the receipt but I am under the impression that it was the first, nothing more than the receipt shows. She paid me voluntarily, I didn't demand it of her at all. If she had an intention of buying it back she could pay the interest.

Q. Then you didn't state to her or any other heir at any time since the death of George T. Porter that they could redeem this land by paying $25 in a reasonable time.

A. No sir, never at any time. I was under no obligations to them

Q. Mr. Pruden, what price do you want for your share?

A. Why, I havn't set any.

Q. Havn't any in your mind at this time?

A. Not specially.

BY COMMISSIONER:

Q. Mr. Pruden as I understand from your testimony, the receipts produced here are for sums of money which were given to bind a contract to sell back again, aren't they?

A. I do not know whether you would consider it a binding contract or what you might consider it, I just told her that I would sell to her at the difference, whatever we agreed on, and that if we

bargained why it would be all right.

Q. Then if this money was given for that purpose, why did you state in the receipt that it was for interest on George T. Porter's account?

A. Well just merely because she wouldn't owe any back interest.

RE-DIRECT EXAMINATION.

By Mr. Saunders.

Q. What were you to do with that interest in case you sold the land back?

A. Why spend it I suppose.

Q. There was no special agreement as to the interest.

A. No sir.

And further this deponent saith not.

J. WALTER HOSIER, being duly sworn deposes and says as follows:

Examined by Mr. Saunders.

Q. State your name, age, residence, occupation, and if you know the parties to this suit?

A. J. Walter Hosier, 50 years, real estate business, Suffolk, Virginia, and I know the parties.

Q. Mr. Hosier, did you write the deed between George Thomas Porter and A. C. Pruden for the transfer of George T. Porter's interest in the estate of Nelson Porter to A. C. Pruden?

A. I do not know unless I could see the deed. I took the acknowledgement to the deed, but whether I wrote it or not I could not tell until I saw the deed.

Q. Mr. Hosier, at the time you carried the deed to George T. Porter to be signed did you read the deed to him?

A. No, I did not, I told him what the deed was as I understood it for I wanted to explain that to him.

Q. What did you tell him Mr. Hosier?

A. I simply told him that I had a deed for his acknowledgement to Mr. Pruden; that Mr. Pruden was going to advance him some money

on account of his hospital bill, and that he preferred taking a deed of bargain and sale in preference to a deed of trust, and asked him if he understood it that way, and he said he did.

Q. Did you understand from what George T. Porter said that he considered it an absolute sale or a loan of money?

A. Well, I didn't ask him that at all. I asked him if he understood the deed, and whether it was a deed of bargain and sale or a deed of trust, that Mr. Pruden advanced him the money on, and that Mr. Pruden preferred taking a deed of bargain and sale in preference to a deed of trust, and asked himif that was satisfactory. Of course Mr. Prudan asked me to do that.

Q. Did he make any objection to signing the deed of bargain and sale?

A. None whatever.

Q. Did you consider it an absolute deed of bargain and sale?

A. Of course the deed was an absolute bargain and sale. I can say what Mr. Pruden told me if that is admissable as evidence.

Q. What did he tell you?

A. Mr. Pruden told me that he needed the money, that he wanted to borrow the money of Mr. Pruden, and he told him he couldn't loan him the money, but would take a deed of bargain and sale and that when he got well he could redeem the property when he would give him a deed back. That is what Mr. Pruden told me.

MR. HUTTON: Objection to this question.

And further this deponent saith not.

MARY JANE COPELAND, being duly sworn deposes and says as follows:

Examined by Mr. Hutton.

Q. State your name, age, residence, occupation?

A. Mary Jane Copeland, 43 years, Nansemond County, Virginia, housewife.

Q. I have two receipts here Mary Jane signed by A. C. Pruden. Were these receipts given you by Mr. Pruden?

A. Yes sir.

Q. Did you have any conversation with Mr. Pruden in regard to buying the land of George Porter, deceased?

A. Well I went to him about the land and he gave me these receipts and told me he would make me an offer what he would do, I pay him $2.00 a month interest and he would make me an offer what he would take, he hadn't yet decided.

Q. Did he ever tell you Mary Jane?

A. No never told me until here I think it was in August, then I went there and I and he was talking about it, and I asked him had he ever decided, and he said I'll take what I told Nat, and I said what is that, and he said $250.

Q. Is that the last time that you talked with Mr. Pruden on the subject?

A. Yes sir.

CROSS EXAMINATION.

By Mr. Saunders.

Q. Are you a party to this suit?

A. Yes sir.

Q. Are you one of the heirs of Nelson Porter?

A. Yes sir, I am the oldest one.

Q. Have you not an interest in this property?

A. Yes sir.

And further this deponent saith not.

MR. SAUNDERS: Counsel for A. C. Pruden again offers to introduce the testimony of A. C. Pruden, after having heard the testimony of Mary Jane Copeland, a party in interest to this suit.

MR. HUTTON: Counsel for complainant relies on His Honor's ruling.

THE COMMISSIONER: Rules out the testimony of A. C. Pruden.

Stenographer's fee $5.00

-15- Taken December 6th, 1913. 3 P. M.

Examined by Mr. Everett.

DEWITT JOHNSON, being duly sworn deposes and says as follows:

Q. State your name, age, residence, occupation?

A. DeWitt Johnson, Nansemond County, farmer, 52 years.

Q. Do you know the parties to this suit?

A. Yes sir.

Q. Are you related to these parties?

A. Cousins. William Porter a brother of Mary Jane Copeland, and brother to the other parties to this suit married my daughter. William Porter and his wife both are dead and left one child, named John Porter. I am the grandfather of the boy.

Q. Does this boy live with you?

A. Yes sir, he has been with me ever since his mother died.

Q. I understand that you and Mary Copeland and the other heirs have gotten together and agreed on what you think this child's interest is worth, and that you are willing to take a certain amount net, and that Mary Jane Copeland is to pay all of the cost and liens, taxes, etc. Will you state now what that amount is?

A. $40.00

Q. Do you think this is a fair settlement for the child, taking everything into consideration?

A. Yes sir I do.

Q. And you are as his grandafather willing to recommend a settlement of $40.00?

A. Certainly, yes sir.

Q. What do you think the land is worth?

A. Well up there where it is at I don't really know. If it was divided there would only be about three acres and something coming to the child, and I think it is all it is worth taking into consideration the location.

Q. What do you think the land would sell for if it was sold at public auction?

A. I think the place possibly would sell for three or four hundred dollars.

And further this deponent saith not.

MARY JANE COPELAND, resumes the stand, having already been duly sworn.
Examined by Mr. Everett.

Q. Mary, I understand since the last time we took depositions in this case that you and Sarah and Nathaniel and DeWitt Johnson the grandfather of the infant child have gotten together and agreed that you would take the property and pay them so much money. Is that true?

A. Yes sir.

Q. What is the amount that you are to pay the other heirs?

A. $40.00, a piece.

Q. Do you think this a fair settlement, or price for each one's interest in said land, after paying of f all the expenses, liens, etc?

A. Yes sir.

Q. Is it perfectly satisfactory with them so far as you know?

A. Yes sir, I know it is, they said it was.

Q. Will you produce a paper or put into the hands of the commissioner a paper signed by Nathaniel Porter and Sarah Porter, in which they agree to take $40 each for their share?

A. Yes sir.

And further this deponent saith not.

Mary Jane Copeland et als

vs. In Chancery

Nathaniel Porter et als

~~Depositions.~~

Report of Bradford Kilby, Comr. in Chancery under decree of 13th. of October 1913

Filed Dec. 2, 1913

G. B. Brown

Clerk

TO THE HONORABLE JAMES L. MCLEMORE, JUDGE OF THE CIRCUIT COURT FOR NANSEMOND COUNTY, VIRGINIA.

Mary Jane Copeland, Willie Copeland, her husband,
and Sarah L. Porter.....Complainants.

vs. Petition in Chancery.

Nathaniel Porter, A. C. Pruden, and John Grant
Porter, the last named being under the age of
twenty-one years.....Defendants.

Your petitioners, Sarah J. Porter and James F. Porter respectfully represent to your Honor the following facts:

The above-entitled cause is now pending in the Circuit Court of Nansemond County and the matters pertaining thereto have been referred to Bradford Kilby, Commissioner in Chancery, before whom depositions have already been taken.

The bill filed in said suit sets out the facts that Nelson Porter died intestate on the 10th. day of October, 1908, leaving Mary Jane Copeland, Sarah L. Porter, Nathaniel Porter, George T. Porter, William F. Porter, Luther J. Porter and James F. Porter as his only children and heirs at law; that since the death of the said Nelson Porter, his son, William F. Porter, died intestate leaving as his only child and heir at law John Grant Porter, who is an infant; that Luther J. Porter and James F. Porter conveyed their interest in said land to Mary Jane Copeland by deed dated March 19th, 1908, and recorded in the Clerk's Office of the Circuit Court of Nansemond County; that George T. Porter, who is now dead, for the purpose of securing payment of the sum of twenty dollars, mortgaged his interest in said estate to A. C. Pruden in the form of a deed of bargain and sale, dated July5th, 1912, and recorded in said Clerk's Office.

Your petitioners are advised that the deed of bargain and sale executed by George T. Porter is to be construed as a mortgage and that your petitioners are entitled to share in the equity of redemption. Your

petitioners allege that Luther J. Porter, deceased, her late husband, conveyed his interest in the estate of Nelson Porter, deceased, to Mary Jane Copeland before the death of George T. Porter, which conveyance, therefore, did not include any portion of George T. Porter's share; that George T. Porter, as stated in said bill, died intestate leaving a one-seventh interest; that the only heirs of the said George T. Porter are Mary Jane Copeland, Sarah L. Porter, Nathaniel Porter, John Grant Porter, infant son of William F. Porter, deceased, James F. Porter, and the infant children of your petitioner, Sarah J. Porter, and Luther J. Porter, her late husband, whose names are as follows: Clifford Porter, Willie B. Porter, Dorotha Porter, Clinton Porter, Mildred Porter and Lelia Porter, which said infant children are entitled to their deceased father's interest in the share of the said George T. Porter, deceased. It is further alleged that Sarah J. Porter, one of your petitioners, is the widow of the said Luther J. Porter, deceased, and is entitled to her dower right in said Porter's share and that she desires said dower interest to be commuted and paid to her.

In tender consideration whereof, and forasmuch as your petitioners are remediless save in a court of equity where matters of this kind are alone and properly cognizable, your petitioners pray that the said infant children, Clifford Porter, Willie B. Porter, Dorotha Porter, Clinton Porter, Mildred Porter and Lelia Porter, and your petitioners be made parties defendant to said bill and allowed to answer the same; that a proper guardian ad litem be assigned the said infant defendants to defend their interest in this suit, who shall also answer said bill; that the said real estate be divided among the parties entitled thereto as prayed for in said bill; that in case said real estate can not be partitioned and divided in kind, that the same be exposed for sale and the proceeds of such sale be divided among the parties entitled thereto; that your petitioner, Sarah J. Porter's, dower interest be commuted and paid to her; that all proper orders and decrees may be made, and proper enquiries be directed, and that all such other, farther and general relief be afforded your petitioners as the nature of their case may require or to equity shall seem meet. And your Petitioners shall ever pray, etc.

Sarah J. Porter
Luther J. Porter

Mary Jane Copeland et als.

vs. Petition of Sarah J. Porter
and James F. Porter.
Nathaniel Porter et als.

1914 Jany 31. Filed J.L.M.

Mary Jane Copeland et als.....Complainants.

vs. Final Decree.

Nathaniel Porter et als.....Defendants.

This cause came on this day to be finally heard on the papers formerly read and on the report of John K. Hutton, Special Commissioner, filed ~~since the last hearing~~ March 12. 1914, to which report there is no exception, and was argued by counsel:

On consideration whereof, the Court doth approve and confirm the said report, and it appearing to the Court that a proper conveyance of the land in the bill and proceedings mentioned has been made to said Mary Jane Copeland by the said John K. Hutton, Special Commissioner, in accordance with the decree entered in this cause on the I2th. day of February, I9I4 , and that the funds coming into his hands have been properly disbursed by the said Commissioner in accordance with said decree, and there remaining nothing further to be done in this suit, the Court doth adjudge, order and decree that this cause be stricken from the docket.

Mary Jane Copeland et als.

vs. Final Decree.

Nathaniel Porter et als.

Enter 12 day of March, 1914.

Jas L. W. Lamore.

Entered in Chancery Order Book,

Number 4, Page 626.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

The answer of Clifford Porter, Willie B. Porter, Dorotha Porter, Clinton Porter, Mildred Porter and Lelia Porter, infants under the age of twenty-one years, by L. Pretlow Holland, a discreet and competent attorney at law, their guardian ad litem assigned to defend them in this suit, and the answer of the said L. Pretlow Holland, guardian ad litem of the said infant defendants to a bill of complaint exhibited against the said infants and others by Mary Jane Copeland, Willie Copeland, her husband, and Sarah L. Porter in the Circuit Court of the County of Nansemond.

For answer to the said bill the said infant defendants by their guardian ad litem answer and say that being of tender years they do not know what their true interests are in relation to the subject matter of the said bill nor do they know whether the statements therein contained are true or not. They confide the protection of their interests therein to the care of the Court. And the said guardian ad litem of the said infant defendants for answer to the said bill answers and says that he knows nothing as to the truth or falsity of the statements in the bill contained. He prays full protection for the infant defendants. And now, having fully answered, this defendant prays to be henced dismissed, with his costs, etc.

Clifford Porter, Willie B.Porter, Dorotha Porter, Clinton Porter, Mildred Porter and Lelia Porter,

By L. Pretlow Holland

Guardian ad Litem.

L. Pretlow Holland

Guardian ad Litem of said infant defendants.

State of Virginia,

County of Nansemond, To-Wit:

Sworn to before me in my county aforesaid, in the State of Virginia, this 3Ist. day of January, I9I4.

_____ N.P.

Mary Jane Copeland et als.

Answer of infant defendants

vs.

by guardian ad litem and

of guardian ad litem

Nathaniel Porter et als.

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND:

The answer of John Grant Porter, infant under the age of twenty-one years, by L. Pretlow Holland, a discreet and competent attorney at law, his guardian ad litem assigned to defend him in this suit, and the answer of the said L. Pretlow Holland, guardian ad litem of the said infant defendant to a bill of complaint exhibited against the said infant and others by Mary Jane Copeland, Willie Copeland, her husband, and Sarah L. Porter in the Circuit Court of the County of Nansemond.

For answer to the said bill the said infant defendant by his said guardian ad litem answers and says that being of tender years he does not know what his true interests are in relation to the subject-matter of the said bill nor does he know whether the statements therein contained are true or not. He confides the protection of his interest therein to the care of the court. And the said guardian ad litem of the said infant defendant for answer to thesaid bill answers and says that he knows nothing as to the truth or falsity of the statements in the bill contained. He prays full protection for the infant defendant. And now, having fully answered, this defendant prays to be hence dismissed, with his costs, etc.

By L. P. Holland
Guardian ad Litem

L. P. Holland
Guardian ad Litem of said defendants.

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, TO-WIT:

Sworn to before me in my county aforesaid, this_____day of_____, 1913.

_____N.P.

Mary Jane Copeland et als.

vs Answer of infant defendan

by guardian ad litem and

of " " "

Nathaniel Porter et als.

TO THE HONORABLE JAMES L. McCLEMORE, JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY.

Mary Jane Copeland, Willie Copeland, her husband, and Sarah L. Porter.....Complainants.

vs. In Chancery.

Nathaniel Porter, D. T. Pruden, and John Grant Porter, the last named being under the age of twenty-one years.....Defendants.

Complaining showeth unto the court your complainants, Mary Jane Copeland, Willie Copeland, her husband, and Sarah L. Porter, the following case: That Nelson Porter was in his life time seized and possessed of certain real estate lying and being in the County of Nansemond, in the State of Virginia, and described as follows:

First. All that tract, piece or parcel of land in Chuckatuck Magisterial District, in the County and State aforesaid, adjoining the lands of Aaron Archer, Monroe J. Stephens and wife, Francis Wonell's heirs, the Norfolk & Petersburg Railroad and the other lands of the grantors in this deed, and containing twenty-two(22) acres, more or less, which land formerly belonged to David Pruden, now dead, and at his deathbecame the property of Lydia W. Norfleet, his only child, and Martha Pruden, his widow. Said land was conveyed to said Nelson Porter by Lydia W. Norfleet, John T. Norfleet, her husband, and Martha Pruden by deed dated the 4th. day of October, 1871, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book No. 6, page 287.

Second. All that tract of land, consisting of about four (4) acres, more or less, conveyed to the said Nelson Porter by John Wonell by deed dated the 31st. day of October, 1887, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book No. 6, page 288, said land lying and being in the County of Nansemond, State of Virginia, in Chuckatuck Magisterial District, and bounded by Elisha Rawls, John Finch, Harriet Pedd and a line of marked trees along said Wonell's line.

Being seized and possessed as aforesaid, the said Nelson Porter on the 10th. day of October, 1908, died intestate leaving Mary Jane Copeland, Sarah L. Porter, Nathaniel Porter, George T. Porter, William F. Porter, Luther J. Porter and James F. Porter as his only children and heirs at law. Since the death of said Nelson Porter, his son, William F. Porter, died leaving as his only child and heir at law John Grant Porter, who is an infant. Luther J. Porter and James F. Porter conveyed their interest in said land to Mary Jane Copeland

by deed dated the 19th. day of March, 1908, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book No. 64, page 496. George T. Porter, who is now dead, conveyed his interest to A. C. Pruden by deed dated the 5th. day of July, 1912, and recorded in the Clerk's Office of the Circuit Court of Nansemond County in Deed Book No. 72, page 359. While the deed last mentioned is in the form of a deed of bargain and sale, your complainants allege that the same was given to secure to the said A. C. Pruden the payment of the sum of twenty ($20.00) dollars and is therefore a mortgage.

The property is to be divided into seven shares as follows: three shares to Mary Jane Copeland, one share to Sarah L. Porter, one share to John Grant Porter, one share to Nathaniel Porter, and one share to George T. Porter, which last named share was mortgaged to A. C. Pruden as aforesaid and is subject to said debt of twenty dollars, with certain credits on account of sums paid by the other heirs since the death of said George T. Porter.

And your complainants further state that they desire the said real estate to be divided among the parties entitled thereto, if it be susceptible of such partition; but if it be not, then your complainants desire the same to be sold, and the proceeds divided among the adult and the infant parties, according to their respective rights; the share of said infant, John Grant Porter, to be held as directed by the statute in such case made and provided. Should the property not be divisible in kind, your complainants believe, and here state, that the interest of those who are entitled to the said real estate, or its proceeds, will be promoted by the sale of the whole of said real estate, or by an allotment of part and sale of residue.

In tender consideration whereof, and forasmuch as your your complainants are remediless in the premises save in a court of equity, where matters of this kind are alone add properly cognizable, your complainants pray that the said Nathaniel Porter, A. C. Pruden, and John Grant Porter be made parties defendant to

this bill, answer under oath being hereby waived, and required to answer the same; that a proper guardian ad litem be assigned the infant defendant to defend its interest in this suit, who shall also answer this bill; that proper process issue; that the said real estate be divided between the several parties entitled thereto, and your complainants' portions thereof be alloted to them, and in case the said real estate can not be partitioned and divided in kind, that the same be exposed to sale, and the proceeds of such sale be divided among the parties entitled thereto; that the said deed of conveyance from George T. Porter to A. C. Pruden as aforesaid be construed as a mortgage and the heirs be allowed to redeem the share conveyed by said deed; that all proper orders and decrees may be made, and proper enquiries be directed, and that all such other, farther and general relief may be afforded your complainants as the nature of their case may require or to equity shall seem meet. And your complainant will ever pray, etc.

Mary Jane Copeland,
Willie Copeland,
Sarah L. Porter,
Complainants

Everett & Hutton P.Q.

Mary Jane Copeland et als

Bill in

vs Chancery.

Nathaniel Porter als

Filed Aug. 18, 1913

H. E. Brinkley

P. Clerk

EVERETT & HUTTON

ATTORNEYS AT LAW

SUFFOLK, VA.