

1933-102

Nansemond County (Suffolk)

Chancery Causes: W.T. Jordan, trustee &c
vs

190

John E. Wright

* All old chancery cases dismissed in this year

Old, Hodsden, Rives

THIS DEED, Made this the the 6th day of May, in the year 1905, between W. T. JORDAN, W. R. OLD, J. P. RIVES, and R. B. HODSDEN, Trustees of the Poor Donations of Lower Parish of Nansemond County, Virginia, parties of the first part, and JOHN E. WRIGHT, of said County and State, party of the second part.

W I T N E S S E T H :

That the said parties of the first part, in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, hereby grant and convey unto the said John E. Wright, with special warranty, all that certain piece of land in Nansemond County, Virginia, bounded and described as follows; Beginning at a stob in the marsh between the lines of John E. Wright and the Poor's Land, thence North 8° West 202 $1/2$ feet to a cedar stob; thence North 8° West 205 $1/2$ feet to another cedar stob, thence North $34\ 1/2^{\circ}$ West to low water mark on Nansemond river, thence along low water mark, in a southerly direction to its point of intersection with the dividing line between said lands hereinafter agreed upon, thence South $70\ 1/2^{\circ}$ East to a cedar, thence North $88\ 1/2^{\circ}$ East 135 feet to the point of beginning."

And in consideration of the premises and other good and valuable consideration, it is agreed between the parties hereto that the dividing line between the lands of the said John E. Wright and the Poor's Land shall be as follows; Beginning at a stob in the marsh in continuation of the line between John E. Wright's land and the Poor's Land, and running thence South $88\ 1/2^{\circ}$ West 135 feet to a cedar, and thence North $70\ 1/2^{\circ}$ West to low water mark on the Nansemond river.

And it is further agreed between the parties hereto that in consideration of the premises and in further consideration of an exchange of land made some years ago between L. D. Ames, Agent, and John E. Wright, that another divid-

ing line between the lands of the said parties hereto shall be as follows; Beginning at a marked pine on the edge of the marsh of Skinner's Creek, thence North 83° 30' East 2728 feet to the Pig Point road, *but trusting share here timber*

And it is further agreed between the parties that this deed, on the part of the parties of the first part, shall be subject to the approval of the Circuit Court of Nansemond County, Virginia, and that upon such approval the said Trustees may execute such further writings as may be necessary to carry out in full the intention of this deed.

Witness the following signatures and seals:

W. T. Jordan Trustee (SEAL)
William R. Old Trustee (SEAL)
J. P. Rives Trustee (SEAL)
R. B. Hodsden Trustee (SEAL)
John E. Wright (SEAL)

STATE OF VIRGINIA,
To-wit:
COUNTY OF NANSEMOND,

I, E. E. Holland, a Notary Public,
in and for the County of Nansemond, in the State of Virginia,
do certify that *Trustee* W. T. Jordan, *Trustee* William R. Old, and John E. Wright, whose names are signed to the writing hereto annexed, bearing date the 6th day of May, 1905, have acknowledged the same before me in my County aforesaid.

Given under my hand this the ^{23rd} day of May, 1905.

My term of office expires the ^{3rd} day of July 1906.

E. E. Holland
N.P.

STATE OF VIRGINIA,
To-wit:
COUNTY OF NANSEMOND,

I, *Chas. A. Primus* a Justice of the Peace

in and for the County of Nansemond, in the State of Virginia,
do certify that J. P. Rives and R. B. Hodsden, Trustees of

the Poor Donations of Lower Parish, whose names are signed to the writing hereto annexed, bearing date the 6th day of May, in the year 1905, have acknowledged the same before me in my County aforesaid.

Given under my hand this the 30th day of May 1905.

My term of office expires the day of , 19 .

Chas. F. Pinney J. P.

Exhibit "A"

W. S. Jordan & als.

v. } In Chancery

John C. Wright

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

John E Wright

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 *June 1905*, to answer

a Bill in Chancery, exhibited against *him* in the said Court by *W S Jordan W R Old R B*
Hodsdon and J P Rives Trustees for
the Poor in the Lower Parish of
Nansemond County

and have then and there this summons.

Witness, R. R. SMITH, Clerk of our said Court, at his office, this *17th* day of *June*, 190*5*, in the 1*29*th year of the Commonwealth.

A copy—Teste;

Teste:

, CLERK. }

A P Gomez CLERK.

E E Holland p. q.

W S Jordan
and others

vs.

In Chancery.

John E Wright

1905

June Rules.
Third Monday.

Nansemond Circuit Court

Process Book No. _____

Page _____

The, legal and sufficient service of the within process is hereby acknowledged and I have received a copy of same.

John E. Wright

W D Jordan vs John E Wright
vs John E Wright
John E Wright

1905 June 17th Process issued returnable
to June Rules third Monday

" " 19th. Process returned and service
duly accepted by defendant
Bill filed and decree nisi
against him,

" July 3rd Decree nisi confirmed
and cause set for hearing

Chancery Notes

W. S. Jordan + als.

v2) In Chancery

John C. Wright

TO THE CLERK OF THE CIRCUIT COURT OF NANSEMOND COUNTY:

W. T. JORDAN, T. R. OLD, R. B. HODSDEN and J. P.
RIVES, Trustees for the Poor in the Lower Parish
of Nansemond County,

v.

JOHN E. WRIGHT.

Issue summons in Chancery to rules on the third
Monday in June, 1905.

Pay \$1.50

E. E. Haccard
H. E.

E E Halland
Trustees for the Poor
vs } In Chancery
John E Wright

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

W. T. JORDAN, W. R. OLD, R. B. HODSDEN, and J. P. RIVES, Trustees for the Poor in the Lower Parish of Nansemond County,

v.

JOHN E. WRIGHT

This cause came on this day to be heard upon the bill of the complainant, with exhibits filed, the answer of the defendant this day filed, with replications thereto, and was argued by counsel.

On consideration whereof the court doth adjudge, order and decree that the agreement entered into between the said trustees and the said defendant, as shown by exhibit filed with the bill in this cause be, and the same is hereby ratified, approved and confirmed. And the court doth further adjudge, order and decree that the said trustees be, and they are hereby, authorized and empowered to make, execute and acknowledge a deed, in proper form to be recorded, in which the boundary lines between the tracts of land in the bill and proceedings mentioned shall be definitely fixed and established according to the lines set forth in said agreement, and also in which the small piece or parcel of land, described in said agreement, shall be conveyed to said defendant, ~~subject to the rights of the trustees~~
~~in the tract of land described in the bill~~, in full and final settlement of all disputes between said parties.

And this cause is continued.

JORDAN AND OTHERS, Trustees,

v.

JOHN E. WRIGHT.

July 13, 1905.

To be entered.

Robert C. Wright

*Entered in City-Order
Book No. 3 - Page 672.*

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

The answer of John E. Wright to a bill in equity filed against him in the Circuit Court of Nansemond County by W. T. Jordan, W. R. Old, R. B. Hodsden and J. P. Rives, Trustees for the Poor of the Lower Parish of Nansemond County.

This Defendant, for answer to said bill, answers and says; That the allegations contained in the said bill are true, and that while the settlement agreed upon by him, as set forth in said bill, is favorable to the Trustees, he is willing that the disputes between them should be adjusted as set forth in said agreement.

This Defendant joins with the Trustees in the prayers of the said bill and asks that such orders may be entered in these proceedings as will finally settle and determine all disputes between the said Defendant and the said Complainants as to the boundary lines between their respective farms.

And now having fully answered, this defendant prays that he may hence be dismissed with his reasonable costs, etc.

John E. Wright

W. J. Jordan & als.
vs } Answer of
Defendant
John E. Wright

John E. Wright

TO THE HONORABLE ROBERT R. PRENTIS,

JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY.

Your Complainants, W. T. Jordan, W. R. Old, R. B. Hodsdon and J. P. Rives, allege that they are Trustees for the Poor in the Lower Parish of Nansemond County, duly appointed and qualified as such as required by Acts of the General Assembly of Virginia, of 1869-1870 page 485, and which said Acts appear in the Code of 1873 on pages 493 and 494, and are referred to and continued in the Code of Virginia, Edition of 1904, Section 887.

That as such Trustees, they are authorized by said Acts to take charge of the lands and other estate in said Parish included in certain donations made for the Poor of said Parish and lease or rent out said lands, collect the rents and expend the same for the poor of said Parish.

That as such Trustees they have charge of said ^{land} and collect the rents for several valuable farms in Lower Parish of Nansemond County. That one of said farms adjoins the lands of John E. Wright.

That for a number of years the boundary lines between said farms and the farms of John E. Wright have been in dispute and that litigation has been repeatedly threatened in order to have said lines definitely established. That recently the Trustees have entered into an agreement with the said John E. Wright with reference to the boundary lines between said farms, and in order to fix said lines definitely, it has been deemed best by the Trustees and to the interest of the trust estate to make, subject to the approval of this court, a deed conveying to him a small piece of land which is on the Nansemond river shore and not capable of being cultivated. A copy of said agreement entered into for the purpose of settling said lines is herewith filed, marked Exhibit "A", and asked to be read as a part of this bill.

The said Trustees allege that it is to the best interest of the trust estate to have said disputes, with reference to said lines, definitely settled and determined and that the settlement herein referred to is, in the opinion of the Trustees, the best solution thereof, and can be made without the expenditure of money and without litigation.

The said Trustees further allege that under this settlement, the said John E. Wright will secure about two acres of wood land, title to which has heretofore been disputed, but the said Trustees in return will be permitted to cut and remove all the standing timber on said disputed land, worth something like two hundred dollars, and that this timber constitutes the chief value of these two acres of land, and that said money is needed for the purpose of making repairs on the property of the trust estate, and that they will also secure a definite settlement of the boundary lines of the entire farm by such agreement.

The said Trustees further allege that the other property secured by the said John E. Wright, by virtue of said settlement, is only river shore, not in cultivation or capable of being cultivated, and valueless to the trust estate. The boundary lines have long been in dispute, and it is to the interest of the estate to have same fixed and unchangeable.

The said Trustees further allege that the value of the trust estate, by virtue of this settlement, will be in no way depreciated, either for farming purposes or otherwise, and that the rents and profits received therefrom will, in no way, be lessened.

The said Trustees, while not forbidden to do so, are not given special power to dispose of any of the real estate, and hence, although satisfied that it is to the best interest of the trust estate to settle the said disputes as herein indicated, are in doubt as to their power in the premises, and, for that reason, seek the aid and direction of this court.

The said Trustees were formerly required to make stated

reports to the County Court of Nansemond County, and it is believed are now required to make reports to the Circuit Court of this County, and, as such Trustees, it is believed that they are entitled to be aided and instructed by this court.

In tender consideration whereof, and for as much as your Complainants are remediless, save by the aid of a court of equity, where matters of this kind are alone and properly cognizable, they pray that the said John E. Wright may be made a party defendant to this bill and required to answer the same, but an answer under oath is waived: that the said Trustees may be authorized and empowered to make such deeds or writings as may be necessary to carry out the agreement hereinabove referred to, finally settling and determining all disputes between the said John E. Wright and the said Complainants as to the boundary lines between said farms as aforesaid; that the said Trustees may be aided and instructed by the said court with reference to their powers in the premises; that all necessary orders may be made and inquiries directed, and that all such other, farther and general relief may be afforded your complainants as the nature of the case may require, or to equity will seem meet.

And your Complainants will ever pray, etc.

E. E. Hall and
H. G. J.

R. B. Hodges
Chairman

W. H. BRINKLEY,
DEALER IN
General Merchandise.

Driver, Va., June 21st 1905

Mr. R. B. Hodges

Dear Sir

Inclosed you
will find a Bill to go before the Court in July
next, which if you will carefully read, will
explain itself as to our power as Trustees
of the poor donations - We are anxious to
settle certain disputes between the Board
and Bro. E. Wright - which have been on hand
for many years, forever and forever. You
will see Lawyer Halland's note to me, He
requests me to sign the Bill as Chairman
of the Board & whereas you are the Chairman
I forward it to you for your signature and ask
that you forward it at once to Mr. Halland.
I think the Bill contains all of the facts in the
Case - Hoping that your health is improving &
your family all well I am very truly
Yours friend
W. J. Jordan

E. E. Holland

W. J. Jordan & others
Trustees

to
Geo. E. Wright

E. E. HOLLAND,
ATTORNEY AT LAW
SUFFOLK, VA.

JEWELL & COMPANY, PHILADELPHIA.