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Nansemond Co (Suffolk) Chancery Causes: Richard H. Copeland, gdn et al vs Thomas Jefferson Copeland, infant

VIRGINIA:

IN THE CIRCUIT COURT OF HANSEMOND COUNTY.

Sarah Eudora Copeland, et als.....Complainant

v. ORDER

Wesley G. Copeland, et als.....Defendants.

This day came Richard H. Copeland, Guardian of Thomas Jefferson Copeland, and asked leave to file his Petition in the above matter, and the same is hereby accordingly this day filed, and it is ordered, adjudged and decreed that William M. Birdsong, a discreet and competent attorney at law be, and he is hereby, appointed as Guardian ad litem to defend the interest of the said infant in this suit;

WHEREUPON, The said Guardian ad litem filed the answer of the said infant defendant, and his own answer in proper person, under oath, and the answer of Thomas Jefferson Copeland, the infant defendant over the age of fourteen years, to-wit, of the age of eighteen years, was filed, being the separate answer of said infant under oath;

And it appearing that notice has been given to the infant of the filing of the said Petition according to law, this cause was docketed and came on this day to be heard, by consent, upon the notice, Petition of the Guardian, and the answers of the infant defendant and Guardian ad litem;

And it appearing to the Court that the sum of \$300.00 is a fair value for the four (4) first mortgage bonds signed by W. L. Murphy and issued by The Guaranty Title and Trust Company for the sum of \$100.00 each; and that the said infant defendant, as set out in the Petition filed in this cause, withdrew from

The National Bank of Suffolk the sum of \$53.03, Guardianship funds, and overdrew said account the sum of \$12.92; and that the said infant owes, as set out in said Petition:

<i>To Adolphus Jones</i>	<i>42^c</i>
To J. Melvin Lovelace, the sum of.....	\$ 95.00
To E. L. Baker.....	4.00
To George V. Tynes.....	3.50
To E. R. Murphy.....	11.00
To W. R. Mitchell.....	10.50
To Taylor and Jones.....	10.30
To Standard Oil Company of New Jersey.....	12.21
To M. S. Baggett.....	2.88
To January Clothing Corporation.....	50.55
To January's.....	20.80
<i>To James C. F.</i>	<i>4⁰⁰</i>

IT IS ORDERED that the said compromise offer of W. L.

Murphy be accepted, and that John H. Powell, Clerk of the Circuit Court of Hansemond County, who has custody and control of the four (4) bonds of \$100.00 each, signed by W. L. Murphy, turn said bonds over to Richard H. Copeland, Guardian, and that Richard H. Copeland, Guardian, draft upon the maker of said bonds for the amount of \$300.00 in full settlement for said bonds, and that the said sum of \$300.00 be deposited in the name of the Guardian in the National Bank of Suffolk; that after the payment of the costs in these proceedings and an attorney's fee of \$25.⁰⁰, out of the balance the sum of \$12.92, representing the overdraft, as aforesaid, be paid, and that the said Guardian be, and the same is hereby, given credit for the sum of \$53.03, the amount drawn out from said bank and from Guardianship funds by Thomas Jefferson Copeland, and that the hereinabove set out bills be paid by the Guardian; and that the balance, if any, be put on interest savings account in The National Bank of Suffolk, Suffolk, Virginia.

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

Sarah Eudora Copeland etc.

v. ORDER

Wesley G. Copeland, et als

Enter: *March 1. 1933.*
James S. McNamee

Entered:

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VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Sarah Eudora Copeland, etc.....Complainant

v. SEPARATE ANSWER OF THOMAS JEFFERSON
 COPELAND, AN INFANT UNDER 21 YEARS.

Wesley G. Copeland, et als.....Defendants.

The separate answer of Thomas Jefferson Copeland, an infant under the age of twenty-one years, but over the age of fourteen years, to-wit, of the age of eighteen years, to a Petition filed against him in the Circuit Court of Nansemond County by Richard H. Copeland, Guardian of said infant defendant.

This respondent, reserving to himself the benefit of all just exceptions to said Petition, for answer thereto answers and says:

That the allegations contained in the Petition are true to the best of his knowledge and belief;

that he wishes the Court to accept the sum of \$300.00 for the four \$100.00 bonds made by W. L. Murphy and issued by The Guaranty Title and Trust Company, and that out of the proceeds from the sale of same the debts and expenses alleged in the Petition be paid by the Guardian.

Thomas Jefferson Copeland

Subscribed and sworn to before me, Sue W. Riddick, a Notary Public in and for the City of Suffolk, State of Virginia, in my City and State aforesaid, this 1st day of March, 1933. My commission expires July 31st, 1933.

Sue W. Riddick.
Notary Public.

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

Sarah Ludora Copeland, etc.

v. SEPARATE ANSWER OF
THOMAS JEFFERSON
COPELAND, AN INFANT ETC.

Wesley G. Copeland, et als

Filed: March 1. 1933
Jm

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Sarah Eudora Copeland, etc.....Complainant

v. THE ANSWER OF THOMAS JEFFERSON COPELAND,
AN INFANT ETC. BY HIS GUARDIAN AD LITEM.

Wesley G. Copeland, et als.....Defendants.

The answer of Thomas Jefferson Copeland, an infant under the age of twenty-one years, by William M. Birdsong, a discreet and competent attorney at law, his Guardian ad litem appointed to defend the said infant in this suit, and the answer of William M. Birdsong, Guardian ad litem of the said infant defendant, to a Petition exhibited against the said infant by Richard H. Copeland, his Guardian, in the Circuit Court of Nansemond County.

For answer to the said Petition of the said Guardian the said infant by his Guardian ad litem, and the said Guardian ad litem answers and says:

That the allegations contained in the said Petition are true to the best of their knowledge and belief, and that they concur in the prayer of the said Petition, but confide the protection of the infant's interest therein to the Court; that the offer for said bonds should be accepted and that the proceeds from the sale of same should be used so far as may be necessary for the payment of the infant's debts.

THOMAS JEFFERSON COPELAND

By

William M. Birdsong
Guardian ad litem.

William M. Birdsong
Guardian ad litem.

Subscribed and sworn to before me, Sue W. Riddick, a
Notary Public, in and for the City of Suffolk, State of Virginia,
in my City and State aforesaid, by William M. Birdsong, Guardian
ad litem of Thomas Jefferson Copeland, the 28th day of February,
1933.

My commission expires the 31st day of July, 1933.

Sue W. Riddick.
Notary Public.
C

VIRGINIA: IN THE CIRCUIT
COURT OF WANSEMOND COUNTY.

Sarah Eudora Copeland etc.

v. ANSWER OF INFANT BY
GUARDIAN AD LITEM

Wesley G. Copeland, et als

Filed: *March 1. 1933.*
J.L.M.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Sarah Eudora Copeland, in her own right, and
as Guardian of Horace Lee Copeland, et als.....Complainant

v. PETITION

Wesley G. Copeland, et als.....Defendants.

TO THE HONORABLE JAMES L. McLEMORE, JUDGE OF SAID COURT:

Your Petitioner, Richard H. Copeland, Guardian of Thomas Jefferson Copeland, respectfully represents:

That he is the duly qualified and appointed Guardian of Thomas Jefferson Copeland, and that pursuant to previous orders of the Circuit Court of Nansemond County entered in the above-entitled matter, Chas. B. Godwin, Jr., Special Commissioner, was authorized and directed to buy certain bonds issued by Guaranty Title and Trust Company for said infant, and to turn over said bonds to the Clerk of the Circuit Court of Nansemond County for safe keeping, and the Clerk of the said Court was directed to collect the interest on said bonds and turn said interest over to your Petitioner, the Guardian of said infant;

That some of the said bonds have been sold for the purpose of educating the said infant, but that John H. Powell, Clerk of the Circuit Court of Nansemond County, now has in his possession four (4) first mortgage bonds sold by Guaranty Title and Trust Company, which bonds are in the denomination of \$100.00 and signed by W. L. Murphy, and secured by deed of trust on property located on Granby Street, in the City of Norfolk, Virginia; that said bonds are past due and the said Clerk has been unable to collect same;

That W. L. Murphy has offered the sum of seventy-five per cent (75%) of the face value of said bonds in settlement of same; that there are in all \$3,000.00 worth of bonds outstanding upon the property; that your Petitioner has had the value of this property appraised by responsible men and real estate dealers, and believes a fair market value of said property at the present time to be \$1,500.00, and thinks it is advisable that said offer be accepted, and that the Court direct the said Clerk to draft upon the maker of said bonds for the amount of Three Hundred (\$300.00) Dollars, in full settlement of the four (4) bonds for \$100.00 each, held by the said Clerk; that all of the adults holding bonds on the said property have accepted the said offer, and all of the outstanding bonds have been sent to the maker under the foregoing offer, leaving outstanding the bonds of the infant.

Your Petitioner further represents that certain bonds of the said infant were sold and the money deposited in The National Bank of Suffolk to the credit of your Petitioner, for the purpose of educating Thomas Jefferson Copeland; that all of the said money was spent upon the said Thomas Jefferson Copeland, as directed by the order of this Court, except a balance of \$53⁰³ which had not been expended; that Thomas Jefferson Copeland gave a number of checks which were no good, and, in addition, drew out of The National Bank of Suffolk, by signing your Petitioner's name as Guardian on certain checks, the entire balance of \$53⁰³ in said bank deposited to the credit of your Petitioner as Guardian of Thomas Jefferson Copeland, and overdrew said account the sum of \$12.92, which your Petitioner has deposited out of his own pocket to take care of the said overdraft;

That the said infant, Thomas Jefferson Copeland, was arrested on a felony charge, and that the services of J. Melvin Lovelace, Attorney at Law, of Suffolk, Virginia, were secured to represent this infant; and that he has not been paid for his services, which bill amounts to \$90.00; that the infant owes E. L. Baker the sum of \$4.00 for a check returned no good; that he owes George V. Tynes the sum of \$3.50 for a check returned no good; that he owes E. R. Murphy the sum of \$11.00 for a check returned no good; that he owes W. R. Mitchell for merchandize the sum of \$2.50 and for a check returned the sum of \$8.00, aggregating \$10.50; that he owes to Taylor and Jones the sum of \$10.30; to The Standard Oil Company of New Jersey the sum of \$12.21; to M. S. Baggett the sum of \$2.88; to January Clothing Corporation for check returned \$50.55, and to January's the sum of \$20.80;

To Adolphus Jones #42 and James Cope #40

Wherefore, your Petitioner prays that the said infant be made a party Defendant to this Petition and that his Guardian ad litem, appointed for him in the above-entitled suit, be also made a party Defendant to this Petition and be required to answer same; that the Court authorize the acceptance of the offer of W. L. Murphy for the bonds held by the Clerk of this Court, and that said bonds be collected and your Petitioner authorized to pay out of said funds the deficit, or overdraft, in The National Bank of Suffolk, and that he be relieved from all liability on account of the funds drawn out of said bank under the signature of said infant; that the balance of said funds may be used for the payment of the debts of said infant, or so much of said debts as said funds will pay;

And for such other and general relief as the nature of the case may require, or to equity shall seem meet.

T. J. Copeland
Petitioner.

VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

Sarah Eudora Copeland etc.

v. PETITION

Wesley G. Copeland, et als

1933 March 1. filed:
J.M.

Filed:

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Sarah Eudora Copeland, in her own right, and
as Guardian of Horace Lee Copeland, et als.....Complainant

v. NOTICE

Wesley G. Copeland, et als.....Defendants.

TO THOMAS JEFFERSON COPELAND:

TAKE NOTICE: That I shall, on the 28th day of February, 1933, file a petition in the Circuit Court of Nansemond County asking that the said Court accept the sum of \$300.00 in full settlement for four (4) bonds of \$100.00 each, aggregating the sum of \$400.00, held and owned by you, and that the proceeds from the sale of said bonds be used to pay off the indebtedness incurred in the maintenance, support and education of the said infant defendant.

Given under my hand this 4th day of February, 1933.


Guardian of Thomas Jefferson
Copeland.



VIRGINIA: IN THE CIRCUIT
COURT OF NANSEMOND COUNTY.

Sarah Eudora Copeland, etc.

v. NOTICE

Wesley G. Copeland, et als

1933 March 1. Filed Jm

I hereby accept due, legal and sufficient service of
the within notice this 4th day of February, 1935.

Thomas Jefferson Copeland

Nansemond County Circuit Court

Sarah Eudora Copeland
VS. *etc*

Wesley H. Copeland
et al

(no 4)

Papers in above Styled Suit
in the Hands of

C. B. Grewin Jr.
Attorney

Mar. 8. 1932

Sarah Cudora
Copeland &c

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Hesley G. Copeland
&c

6 Mar - 1933

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