

1857-017

Chancery Causes: Hillary T. West vs James Purvis

Isle of Wight County

other surnames: Butler,
Jenkins, Purvis

To the Clerk of I of W. Circuit Ct

I am directed by the plain-
-tiff Hilory West to discontinue the
Suit of West vs Peris - I learn from
both parties that the matter has
been compromised

Truly Dr

Jas. & Jenkins
attys.

The writ fare I'll pay at any time
JED.

Please place the within account in
the hands of some officer I send the receipt
to me - If the writ fare is wrong, make out
a new account & give it correct. I oblige

Your friend.

Give it to some one who will JED.
be quick on the collection &
give to Messrs. Hall & JED
to collect.

I know all men by the presents
that I James R Perov, am held and firmly
bound to Daniel Butler in the amount of
one hundred and fifty dollars - lawful money
of Virginia for a lot of wood lying in ^{and} ~~unincorporated~~
county between the county Road and Rail Road
on a piece of land containing by estimation
sixty two acres, more or less: Given under my
hand this 14 day of Jan'y 1854

Teste

Daniel ^{his} Butler
master

Joseph H. Dasher

And furthermore the said Daniel Butler
binds himself in the penalty of three hundred
dollars to let the said Jas R Perov
~~the said~~ have the aforesaid premises of
sixty two acres of land more or less in
his possession for three years to come for
the purpose of cutting the wood &c given
under my hand and seal this 14 day of
Jan'y 1854

Teste

Daniel ^{his} Butler
master

Joseph H. Dasher

A Bill for work.
Daniel Butts
\$150 //

Sherrin }
o
Purvis }

This cause this day came on to be heard on the
bill, on the answer of the Defendant, with general indica-
tion thereto & on the exhibits filed. It was argued by Counsel
on consideration ^{and by the direction of the High Court in writing} whereof the Court ^{the Court with order} advised
decree that the Plaintiff's Bill be dismissed & that the
Plaintiff pay the costs of this suit.

West
v
Parris } In Chancery -

Oct

Rough Decree
Oct Term 1837. -
To be entered
R. H. Baker

11th Dec 1837.

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County—GREETING.

YOU ARE HEREBY COMMANDED TO SUMMON *James Perris*

to appear at the Clerk's Office, of our *Circuit* Court for Isle of Wight county, on the first
Monday in *September* next, to answer a *Bill in Chancery* to be
filed against him by Hollan West

~~of a plea of~~

damages

and have then and there this Summons.

Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this *31st*
day of *August*, 185*5*, in the *80.* year of the Commonwealth.

N. P. Young

William T. West

v. 3 Sum. in
3 chf.

James Owens

To Sept. recd. car. of.
1835.

Jenkins pay.

Given to by

William

Turn copy

4/11/35

To the Honorable Richard H Baker, Judge of the
Circuit Court for the County of Sole of Wight in Chancery
sitting. The Answer of James Purvis to the Bill of
Complaints in said court exhibited by Hillary West
against him. This defendant reserving to himself all
right of exception to the said bill of complaint, for an-
swer thereto saith, that he did contract to purchase of
the said Daniel Butler in said complaint bill men-
tioned the wood & timber growing on a tract of land be-
longing to said Butler, & lying in the County of Hanover
on or about the period in complaint bill mentioned
which contract your said defendant afterwards exe-
cuted with the said Butler; but your respondent
denies that the said complainant was in any man-
ner interested in said contract or purchase - your
respondent made said contract with said Butler
solely on his own account, but after making said
contract he did at the request of said complainant
agree that he should share in said purchase if the
the said complainant would advance \$75.00, one
half of the purchase money, upon which con-
dition alone your respondent agreed that he
should share in said purchase, - that on the
14th day of January 1854, it was agreed between
said complainant & your respondent that the
former should advance said amount ^{on that day} that be-
ing the day on which the said Butler ^{your respondent} were to exe-
cute said contract - that in expectation of the
compliance ^{with} said agreement on the part of said
complainant, your respondent inserted the name
of said complainant in a writing executed by
said Butler marked (A) & herewith filed as a
part of this return - but the said complainant
failed to advance said money or any part thereof,
your respondent paid one half of the purchase

to the said Butcher & executed his bond to him for the balance - shortly in consequence of the failure of said complainant to comply with the only condition on which he was to share in said purchase your ^{respondent} ~~complainant~~ did not regard him as interested in said purchase & erased his name from said writing of record - your respondent denies or charges in said complainant's bill that he executed his bond to said Butcher for one half the purchase money of said timber, & contributed in any manner towards the expense of cutting thereof that some time in April of the present year, the said complainant called on your respondent & represented to him that he had ^{been} discharged from the Rail Road where he had been for more than a year at work & being out of employment, he petitioned your respondent to be permitted to share in said cutting of wood on condition that he would pay one half of the purchase money with interest from the date of the purchase, to which your respondent agreed - that the said complainant sent your respondent word that he had the money ready for him & requested your respondent to call for it, which your respondent did in posing & recd from the wife of said complainant \$75.00, but your respondent in learning that the said money was advanced by one Thomas R. Perkins, to whom said complainant had assigned all his supposed interest in said contract & business, who under said agreement with the complainant was to be a partner with your respondent, he immediately ^{relinquished} ~~sent~~ the money through a friend to the complainant (who refused to receive the same) as your complainant however willing to engage as a partner in said

business with the said complainant, upon his
complying with said conditions, was unwilling
to have any business connection with said
Tenkins - that your respondent denies that as
in complainant's bill charged, the said Butler
made any deed for said timber & wood to
said complainant & your respondent - that said
Butler subsequently conveyed said tract of land
in fee simple without any reservation of the wood
thereon to one Major ~~Turner~~^{Turner}, as will appear
from an office copy of the same, ^{marked B} herewith filed as
a part of this answer - that your respondent
doubting whether he could enforce his title to said
timber & wood under the writing (B) of and
purchased said tract of land from said Turner
as will appear from an office copy of a conveyance
from said Turner to your respondent marked
(C) & herewith filed as a part of this answer -
your respondent having deemed said purchase
necessary to protect himself - your respondent
denies that the complainant is in any manner
interested in the purchase of said timber
or in the business of cutting the same -
Your respondent having answered prayers
to be dismissed with his costs not unreasonably
expended in this behalf -

Signed - A. R. Purvis

Isle of Night Count, to suit;

I, A. P. Moody a justice of the peace for the county
of said do certify that J. R. Harris whose name is
signed to the ~~warrant~~ of said made oath that
the statement in the foregoing answer was true.
Given under my hand as justice of the peace in the
county of said this 16th day of Oct-1855-

A. G. Moody, Jr.

West } In Charge -
 ^{as} }
Perry }

Answer of J R Perry

To the Hon Richard A Baker Judge of the Circuit Court for the County of Isle of Wight.

Humblly Complacering sheweth unto your honor your Complacant William J. West, That on or about the year 1854 your Complacant and one James Purvis both residents of the County of Isle of Wight purchased as Copartners and joint Owners from one Daniel Butler of the County aforesaid the whole of the pine wood standing and growing on a certain tract of land belonging to said Daniel Butler (the exact boundaries of which your Complacant is unable to give owing to a fact which will be stated hereafter) which wood was to be cut by the said James Purvis and your Complacant within three years from the first day of January 1854 - That upon purchasing said pine wood or timber your Complacant executed his bond to the said Butler for his half of the purchase money (the whole amt to be paid being \$150 (One hundred and fifty dollars) and the said James Purvis either executed his bond for a similar amount or paid the money, your Complacant cannot say which, whereupon Daniel Butler executed a deed to your Complacant and James Purvis for the whole of the timber growing on said land to be cut as aforesaid - That the said deed was deposited with James Purvis as a Copartner who has not had the same regularly recorded, but has with-held it from your Complacant so that he cannot define the boundaries of the land bought or the terms exactly. That in the month of July 1854, ^{orthumbrally} your Complacant employed hands to cut wood on said tract of land - paid them for it and as in good faith endeavoured to do his part towards making the purchase a fair and profitable investment for the Copartnership, by contributing to the Capital stock necessary to carry out the objects of forming said Copartnership - That ~~instead of~~ James Purvis likewise has contributed to the said Capital stock in ^{the} manner your Complacant has, but in a spirit of malignity joined to avarice he has refused to allow your Complacant to receive or enjoy any of the benefits arising from said Copartnership, by refusing to allow him to cut any more wood for the benefit of the Copartnership - by refusing to recognize your Complacant as a Copartner - by sel-

ling the wood cut from the land and refusing to pay
your Complainant any portion of the proceeds and
finally by withholding the title deeds, rendering back
money paid out by your Complainant for work done
in order to get every thing into his own hands and
thus deprive your Complainant of any control on
his own property - And your Complainant further
sheweth unto your honor that no settlement of the
accounts of the Copartnership has ever been had and
that he finds it impossible to effect such a settlement
save this the aid of a Court of Chancery where he
is advised the power lies to effect such a settlement,
that James Purvis has all the papers necessary to
effect such a settlement and refuses to allow your
Complainant to inspect them and find out what are
his legal rights - your Complainant charges that he has
paid out divers sums of money for the benefit of said
Copartnership and received nothing in return, and that
if a true & just settlement of the accounts were to
be had he would be found to be the party who was in-
jured seriously by the acts of the defendant and that a
considerable balance would be due your Complainant
from the partnership dealings.

All of which actions and doings are Contrary
to Equity, Good Conscience and lead to your Com-
plainant's manifest wrong and injury. In Consider-
ation whereof in as much as relief, alone, in the prem-
ises, can be found in a Court of Equity where matters
of this nature are properly cognizable and relev-
ant. To the End therefore that the said James Purvis
may disclose and discover all matters connected with
the said Copartnership & produce all papers connec-
ted therewith to a full and final Settlement of the
Copartnership your Complainant prays - That a
full & fair statement and account of the whole of
the partnership transactions be taken by a Commissioner
- or of your Court - that the said defendant be com-
pelled to produce all the papers connected therewith
that he be forced to account for all sales made
from said land - that the value of the residue be
ascertained by said Commissioner and that such
other and further relief in the premises may be made
as are consistent with Equity & Good Conscience and
the nature and circumstances of this case may
appear to your honor may seem fit and proper

And as in duty bound your Complainant will ever
pray &c

Las. E. Jenkins
Att. for Complainant

Stinking by
Hillary West

n } Bill in
Chy

James Purvis

Hillary T. West

W. } Rice.

James Purvis

Sept. 1855 Rice t.
filed and decree nisi
in Deft.

Octo. Term 1855
Bill taken for Conf?
Set for hearing.

Octo. 20. 1855 unres. filed
~~Octo. 1855~~ & replication
by leave of court.

May 1856. Cont.

Octo. 1856. Dismissed at
plea. Cont.

May 1857. Set off for
Deft. Cont. - 18.09

Deft. Cont.
Ct. 1856 - \$3.09
Att. fee - 15.00
\$18.09

for Bill + apu for
Len King