

1933-081 Chancery Causes: General Chapman VS Lettie Swan Coleman & Charles Coleman

321

Dsh of Wight County

other surnames: Swan, Butler

I could get more than
what for it that with
regard to the next piece

Oct 27 1919

This is to satisfy I
Lettie Coleman and Chas
Coleman sold to
General Chapman
sold to General Chapman
my house and lot
Garden of Moses B. B. B.
and land by Mat Hall.
In fronting the C. Road.
Near Springboro Virginia
on the day of
September 11. 1919.
To day I recd. Oct 27 1919
200 from him on payment
Lettie Coleman wife of
Chas Coleman

Mr. Sing and Widdess
and mail

Maril Coleman.

and Ruth Coleman

Willie Chapman

PARKE P. DEANS
ATTORNEY AT LAW
WINDSOR, VIRGINIA

Dapt. A. S. Johnson, Clerk of Circuit Court of Isle of
Wight County, Virginia.

General Chapman

versus

Lettie Swan Coleman and Charles Coleman

Issue process in chancery for First January Rules,

1919

*Deposet
enclosed*

Parke P. Deans p. q.

No. 1

General Chapman

vs) Cy. No. 321.

Lettie Swan Coleman et al.

Memorandum.

Filed Dec. 24th. 1919.

Return day. 1st. Jan. 1920.

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT
APRIL 26 TH 1933.

Chapman

vs: No. 321

Coleman, et als.

On motion of the complainant, this cause
is removed from the docket.

Chapman

#321

Coleman et als.

Chancery Order Book 9

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Entered 4/26/33
See Judge's memo

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT
MARCH 6th 1933.

Chapman

vs: # 321

Coleman et als

IT APPEARING that this cause has been on the docket of this Court for more than two years, and that no order has within said period been entered herein, it is therefore ordered, pursuant to the provisions of Section 6172 of the Code of Virginia, as amended, the Clerk of this Court be directed to notify the parties to this cause, if known, or their counsel of record, at his or their last known address, in writing, at least fifteen days before the 25th day of April, 1933, so that on said day all parties named have an opportunity to be heard, and that, except for good cause to then be shown, this cause will be removed from the docket for failure to prosecute the same to a final decree.

Chapman

n # 321

Coleman

C.O.B #9

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Know all men that I, General Chapman, plaintiff in the hereinafter styled cause, do give notice of lis pendens by this memorandum which sets forth as follows: There is now pending in the Circuit Court of Isle of Wight County, Virginia a certain cause, the title of which is General Chapman against Lettie Swan Coleman and Charles Coleman; the general object thereof is to require specific performance of a contract to sell the real estate, the description of the land is as follows: that certain tract of land situate in Windsor Magisterial District, Isle of Wight County, Virginia, containing five acres, more or less and adjoin the lands of Moses Broadway, the lands of M. V. Hall and the County Road leading from Windsor to Zuni; and the name of the person whose estate is intended to be affected thereby is Lettie Swan Coleman and Charles Coleman.

Witness my hand this 27th day of December, 1919.

State of Virginia,

General Chapman

County of Isle of Wight, to-wit:

I, Parke P. Deans a Commissioner in Chancery for the Circuit Court of the aforesaid County and State of Virginia, do certify that General Chapman whose name is signed to the writing above bearing date on the 27th day of December, 1919, has acknowledged the same before me in my County aforesaid.

Given under my hand this 27th day of December, 1919.

Parke P. Deans
Commissioner in Chancery.

Virginia: Clerk's Office of the Circuit Court of the County
of Isle of Wight December 30th., 1919, at nine this lis
pendens was received and entered of record.

Teste,



Clerk.

3/2

General Chapman

✓

Little Swan Coleman et al

His Pendency

Verdict of the Circuit Court of
the County of Windsor

Dec 30, 1919
Recorded in D. B. No. 89, Page 514

State Tax	-	-	-	\$	
Clerk	-	-	-	\$	1.25
Comm. Revenue	-	-	-	\$	
Total	=	=	=	\$	

PARKE P. DEANS
ATTORNEY-AT-LAW
WINDSOR, VIRGINIA

COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF THE COUNTY OF ISLE OF WIGHT, GREETING:

We command you that you summon Lettie Swan Coleman and Charles Coleman, to appear at the Clerk's Office of the Circuit Court for our County of Isle of Wight, at the rules to be holden therefor, on the 1st. Monday in January, 1920, to answer a Bill in Chancery filed against them by General Chapman. And have then and there this writ.

Witness, A. S. Johnson, Clerk of said Court, at the Courthouse of said County, this 24th. day of December, 1919.

Teste, A. S. Johnson Clerk.

Parke P. Deans, p.q.

No. 2

General Chapman

of Co. No. 321

Letitia Susan Coleman et al

Subpoena
Dated Nov 24, 1919

Attest
witnessed to C & R Coleman 1/2/20

I executed the within ~~subpoena~~ this the 2nd day of
Jan 1920 by ~~Sheriff~~ a true
copy of the same ~~Chas. R. Coleman~~ in person
in the County of Isle of Wight

R. Aug. Edwards
Sheriff of Isle of Wight Co.

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

General Chapman

vs.

Lettie Swan Coleman and Charles Coleman.

The joint and separate demurrer and answer of Lettie Swan Coleman and Charles Coleman to the bill exhibited against them in the Circuit Court of Isle of Wight County, by General Chapman.

Your respondents demur to the said bill and say that said bill is not sufficient in law and without waiving said demurrer, but on the contrary expressly insisting thereon and reserving to themselves the benefit of all exceptions to the bill.

Respondents for answer to said bill or to so much thereof as these respondents are advised that it is material for them to answer answering say:

(1) Your respondents admit that they have lived in Isle of Wight County for a number of years but do not know how long General Chapman has lived there.

(2) Your respondents have known General Chapman for some time the exact number of years being unknown.

(3) Lettie Swan Coleman before her marriage to Charles Coleman purchased a lot of land near Windsor, Virginia, which is still owned by her subject to a mortgage to Benjamin Butler, of Isle of Wight County,

which mortgage has been standing since the _____ day of _____, 19____, as shown by the records of the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia.

(4) The said Lettie Swan Coleman was married to the said Charles Coleman in the year 1919.

(5) Your respondents and each of them deny that they or either of them have offered said land to said complainant or urged him to take it.

(6) General Chapman, the complainant, came to see Charles Coleman on several occasions about this land which was owned by his wife and stated that he wanted to buy it. In September, 1919, Charles Coleman, who had no interest in this land and no authority from his wife to make any sale thereof, did on the _____ day of September, 1919, tell General Chapman that he thought he and his wife would sell the lot of land mentioned for Five Hundred Fifty (\$550.00) Dollars cash or Six Hundred (\$600.00) Dollars, payable Three Hundred (\$300.00) Dollars cash and remainder at the expiration of one year. On that occasion on September, 1919, this conversation between Charles Coleman and General Chapman took place at Windsor, Virginia, the said Lettie Swan Coleman was not present and knew nothing of it. The said General Chapman offered at that time

to make a small payment of One (\$1.00) Dollar or Two (\$2.00) Dollars to Charles Coleman which Charles Coleman refused to accept but stated to him that he would take the Three Hundred (\$300.00) Dollars cash so that he could raise the first mortgage and take a mortgage for the balance provided that it was agreeable to his wife, Lettie Swan Coleman. This offer on September 11, 1919, was not accepted by General Chapman and has never been accepted by him. The said Charles Coleman made the offer for that time only and did not leave the offer open for acceptance until October 27, 1919, January 1, 1920, or any other date. Such a tentative offer providing for his wife's acceptance was made for immediate acceptance. Inasmuch as General Chapman did not accept that offer, did not carry out any of the terms and the said Charles Coleman at the same time refused to accept any nominal payment to bind the bargain, such offer not being accepted had no binding effect on Charles Coleman nor on Lettie Swan Coleman.

(7) Your respondents deny absolutely paragraphs 5- 6- 7- 8- 9- 10- 11- 12- 13- of the Bill of Complaint.

(8) That the said General Chapman, knowing that Lettie Swan Coleman was ignorant and unaccustomed to attending to business of this kind, went to her house in her husband's absence, on October 27, 1919, and at

that time stated that her husband had sold the lot mentioned and that he had come to see her husband about it. Lettie Swan Coleman told him that she could not attend to any business in her husband's absence, but the said General Chapman falsely represented to her that Charles Coleman had sold him some land and that it was satisfactory with him for her to sign, at the same time the said Lettie Swan Coleman insisted on his leaving and not trying to attend to any business during her husband's absence. General Chapman wrote and had written for him some paper which was not read or explained to Lettie Swan Coleman and not understood by her. While the paper quoted in said Bill of Complaint does not state any contract legally and is declared by your respondents to have no binding effect in any event, was not signed by Lettie Swan Coleman, who can neither read nor write, General Chapman was the only man present and by his insistence and false representations placed the pen in Lettie Swan Coleman's hand and made a mark for her against her will. Said General Chapman insisted that anything she did was subject to her husband's approval and that he would take the matter up with him and that he knew it was all right with Charles Coleman, which statement was false and untrue and so known at the time to the said General Chapman. The said General Chapman repeated and

insisted that he had seen Charles Coleman and that everything was all right, when as a matter of fact, Charles Coleman had not agreed to any such sale and had refused to accept any such payment himself. The signature purporting to be that of Lettie Swan Coleman was never made by her nor acknowledged by her to be such. Said Lettie Swan Coleman,,the owner of the land, has repeatedly refused to sell the same and has never made any contract of any kind. The physical act of taking the pen was forced on her by General Chapman and even that was done under his false statements and misrepresentations as to what had taken place between him and her husband, Charles Coleman.

(9) Said Lettie Swan Coleman has never accepted the Two (\$2.00) Dollars mentioned, the said General Chapman left \$2.00 on the table which Lettie Swan Coleman refused to accept. This \$2.00 was again offered back to the said General Chapman by the said Charles Coleman on the following Saturday.

(10) Lettie Swan Coleman has never claimed that her reason for not selling her property was the fact that she could get more for it.

(11) The said Lettie Swan Coleman has never been offered or tendered either Five Hundred Fifty (\$550.00) Dollars or Six Hundred (\$600.00) Dollars as stated in said Bill of Complaint. Charles Coleman denies that he has ever approached the complainant with reference to selling him this property and also denies that he

stated that whatever his wife would do would be satisfactory to him. The only offer for the sale of said property that was ever made was made on September 11, 1919, at which time the complainant came to see Charles Coleman and insisted on his naming some price for the land at that time. When the price named by Charles Coleman, which was done without authority and with the understanding that it would have to meet with the approval of his wife, was not accepted or agreed to by General Chapman or the money required paid, it was considered by the parties of this suit that there was no contract in existence and that it was merely all talk about selling it. The said General Chapman knew that Charles Coleman was not at home when he went to see his wife, knowing that he worked elsewhere and knew that no such offer as he wanted to make on October 27, 1919, would be acceptable either to Lettie Swan Coleman or to Charles Coleman.

(12) Your respondents deny each and every allegation set forth in said bill not above specifically denied and call for strict proof as to the allegations set forth in said bill, though they claim such allegations even if they could be proven would not be sufficient in law to constitute any sale.

And now having fully answered these respondents pray that said bill may be dismissed at the cost of the

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complainant, and they further pray that they be hence dismissed with their reasonable costs in this behalf expended.

And respondents will ever pray, etc.

GENERAL CHAPMAN

VS. ³²¹ ~~Chapman~~ DEMURRER & ANSWER

LETTIE SWAN COLEMAN AND
CHARLES COLEMAN.

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA:
General Chapman.

v.

Lettie Swan Coleman and Charles Coleman.

To the Honorable B. D. White, Judge of the said Court:

Your complainant respectfully represents the following:

(1) That all the parties of this cause are colored people, having lived in Isle of Wight County, Virginia for many years.

(2) That they have been neighbors and friends for over ten years.

(3) That Lettie Swan was a widow and as much she purchased a lot of land near Windsor, in Windsor Magisterial District, Isle of Wight County, Virginia, adjoining the lands of Moses Broadway and Martha V. Hall and others.

(4) That the said Lettie Swan married Charles Coleman on the ___ day of _____ 1919 and moved from ~~her~~ home and now lives several miles from the property she owns.

(5) Lettie Swan Coleman and her husband, Charles Coleman offered the lot of land to your complainant and on several occasions urged him to take the lot.

(6) That they finally agreed to the sale of the lot upon the price, if cash be paid on the 1st day of January, 1920 that your complainant could have the place for five hundred and fifty dollars and should he want time then the price to be six hundred; this price was made by both of the parties and which amount they have admitted to several people to be the purchase price.

(7) That upon agreeing to the sale of the place, your complainant gave Lettie Swan Coleman two dollars and accepted the instrument of writing, heretocattached, marked Exhibit A" and asked to be made a part of this bill.

(8) That the daughter of Charles Coleman wrote the paper which is as follows:

"Oct th27 1919

This is to satfied I Lettie Coleman and Chas Coleman sold to ~~Gener~~ General Chapman sold to Genearel Chapman my house and lot jonin of Moses Broadway and land by Mat Hall. in fronting the Co. road near winds cr, Virginia one the day of September 11 1919 today I recd Oct 27 1919 \$2.00 from him on payment

Lettie x Coleman wife of Chas Coleman.

my sing and widness and name

Marie Coleman and

Ruth Coleman

Nellie Chapman"

(9) That Lettie Coleman admits that her step daughter wrote the above contract, that Lettie Coleman made her mark and has received the two dollars mentioned in contract.

(10) That she further admits that the purchase price was five hundred and fifty dollars cash and six hundred on time and that General Chapman, your complainant has been to her and offered her the five hundred and fifty dollars in cash, but she declines to accept the money and give the deed and gives as her reason for declining "I could ~~give~~ get more than that for it that is the reason I dont want to sell it."

(11) That your complainant has offered the entire purchase price during the early part of last December, .1919 and the defendant has refused the same.

(12) That your complainant has been ready, is now ready to pay the entire amount required and will do so at any time that a deed will be given.

(13) That Charles Coleman the husband was the first to approach your complainant and has held out that whatever his wife would do, would be satisfactory and he says that he wanted her to sell to your complainant and he made the price

which was acceptable to his wife and to your complainant.

In consideration whereof, and forasmuch as your complainant is remediless in the premises save in a court of equity, your complainant therefore prays that the said Lettie Swan Coleman and Charles Coleman may be made parties defendant to this bill and required, but not on their oath, to answer the same, the oath being hereby waived; that the said defendants may be decreed specifically^{al} to perform the said agreement entered into with your complainant as aforesaid, and to make a good and sufficient deed to your complainant for the said described premises; your complainant being ready and willing and hereby offering specifically to perform the said agreement on his part, and upon the defendants' making out a good and sufficient title to the said premises and executing a proper conveyance therefor to your complainant, pursuant to the terms of said agreement, to pay to the defendant the residue of the purchase money; and that your complainant may have all such further and other and general relief in the premises as the nature of his case may require, or to equity shall seem meet.

And he ever prays etc.

General Chapman
Complainant.

Wm. L. Brown
Counsel.

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General Chapman

v

Lettie Swan Coleman and Charles
Coleman

Bill of Complaint

1st January Rules 1920

Process returned & cited
But filed - docket new

2nd January Rules 1920

Defendant not appear
1919 or cause set down
for hearing

PARKE P. DEANS
ATTORNEY-AT-LAW
WINDSOR, VIRGINIA