

1914-022

Nansemond County (Suffolk)

Chancery Causes: Rufus L. Beines, trustee
Vs

William R. Copeland & c

Ballard, Pruden, Duke

\$542.27.

We promise to pay unto F. A. Ballard, his heirs, executors, administrators or assigns, the just and full sum of FIVE HUNDRED AND FORTY-TWO DOLLARS(\$542.27) and TWENTY-SEVEN CENTS, current money of the United States for value received, and it is agreed upon by the parties that the interest on this bond shall be at the rate of _____ per centum per annum, for the payment of which we hereby bind ourselves, our heirs, executors and administrators firmly by these presents, and we hereby waive the benefit of our homestead exemption as to this debt, obligation and contract.

As witness our hands and seals, this the 19th day of November, 1901.

Witness: F. E. Stallings.

W. R. Copeland, (Seal).

H. E. Copeland, (Seal).

*Copy of bond secured by this deed
of trust, mms*

F. A. Ballard, _____.

F. A. and A. W. Ballard.

This Deed, Made this 19th day of November in the year one thousand and nine hundred and one, between William P. Copeland and Helen E. his wife, of the County of Nansemond, State of Virginia, of the first part, and Skelton H. Duke, chosen trustee for the purposes hereinafter named of the second part--

Witnesseth: That said parties of the first part doth grant unto the said party of the second part the following property to wit: 'all of two certain tracts of land with their appurtenances situated in Holly Neck Magisterial District, Nansemond County Va. and known as the John J. Copeland & Daniel Butler tracts and containing by estimation 162 acres and is further described and bounded as follows, on the west by the lands of Mrs. M. O. Holland, south by the lands of William Copeland & Joshua Harrell, east by the land of Emma F. Butler & M. R. Harrell and north by the land belonging to M. H. Hollands estate, the above land is that on which the said William P. Copeland inherited from his father and purchased of W. H. Harrell. '

In Trust to secure to F. A. Ballard the payment of the sum of five hundred & forty two dollars & twenty seven cents with interest thereon for which a bond is given dated Nov. 19th, 1901.

In the event that default shall be made in the payment of the above-mentioned debt principal or any instalment of interest when due and payable, then the Trustee on being required so to do by the said F. A. Ballard, executors, administrators or assigns, shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale the same shall be made after first advertising the time place and terms thereof for 15 days at various conspicuous places in the neighborhood of the tract of land and upon the following terms, to wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustees commission of five per centum, the fees for drawing and recording, this deed, if then unpaid, and to discharge the amount of money, then payable upon the said debt, and if there be any residue of said purchase money the same shall

be made payable at such time and secured in such manner as the said partys of the first part their executors, administrators or assigns shall prescribe and direct, or in case of their failure to give such directions at such time and in such manner as the said Trustee shall think fit. The said partys of the first part covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed, so long as they or their heirs or assigns shall hold the same; and further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of \$_____ for the further protection of the said F. A. Ballard, or assigns; and in the event of their failure to do so, then the Trustee or the beneficiary under this deed, may effect or renew such insurance from time to time so long as the said debt or any part thereof remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity by which the debt aforesaid may be recoverable.

If no default shall be made in the payment of the above-mentioned debt or insurance premiums, then upon the request of the party of the first part, a good and sufficient deed of release shall be executed to them at their own proper cost and charges.

Witness the following signature and seal:

W. R. Copeland (seal)

H. E. Copeland (seal)

State of Virginia,
County of Nansemond,

I, Frank E. Stallings a Notary Public for the county aforesaid, in the State of Virginia do certify that William R. Copeland & Hellen E. Copeland whose names are signed to the writing hereto annexed, bearing date the 19 day of November 1901, has acknowledged the same before me in my county aforesaid.

Given under my hand this 19th day of November, 1901.

Frank E. Stallings, Notary Public.

County of Nansemond, To wit:

In the office of the Clerk of the County Court for the County of Nansemond the 20th day of November, 1901, this deed was presented, and, with the certificate annexed, admitted to record.

Teste: R. R. Smith, Clerk.

A Copy-Teste:

E. E. Bunting, Clerk,

By S. J. Parker D. C.

- C O P Y -

W. R. COPELAND & WIFE

TO(DEED OF TRUST

SHELTON H. DUKE, TRUSTEE FOR

F. A. BALLARD.

RECORDED IN DEED BOOK NO. 49,

PAGE 264.

Exhibit 3

100

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

Rufus L. Baines, Trustee.....Complainant.

vs. In Chancery.

William R. Copeland, Helen E. Copeland,
John J. Copeland, and A. W. Ballard, Guardian
of the Pruden children.....Defendants.

Issue summons to ^{First}~~Nansemond~~ ^{First}~~Third~~ (Monday) Rules in June, 1913.

George E. Bunting
Counsel.

Rule Notes:

Second June 6, 1913

*Returned to 2nd June Rules, Third Monday 1913
Process returned (Rules as for terms changed upon
request of Counsel)*

*Process issued June 19, 1913, returnable to First July
Rules 1913 (First Monday)*

*July 3, 1913 First July Rules: Process returned executed
bills filed and decrees nisi*

*July 21, 1913: Second July Rules, bills taken for confessed
and set for hearing*

(Oct. Term del.)

MEMORANDUM.

This Deed, Made this 19th day of January, in the year one thousand and nine hundred, ⁽¹⁹⁰⁰⁾ between Wm. R. Copeland and Hellen E., his wife, and Hellen E. Copeland and Wm. R. Copeland, her husband, (of Nansemond County, Va.) of the first part, and Rufus L. Baines of the said County and State Trustee of the second part-

Witnesseth: That said parties of the first part doth grant unto the said party of the second part the following property, to wit:

Deed to John Butler
1st. That certain tract piece or parcel of land situated lying and being in Holy Neck Magisterial district, in County of Nansemond and State of Virginia, containing by estimation one Hundred and forty four (144) acres, more or less, and bounded on the North by the lands of M. H. Holland, Jr., and Sarah E. Holland, wife of James S. Holland, East by the County Road leading from Buckhorn to the South Quay County Road, South by the land of John J. Copeland, Mills H. Holland, Sr. and Mary E. Butler, and West by the lands of Joseph E. Holland, being the same tract of land which Elisha Butler and wife conveyed unto W. H. Harrell by deed duly executed and recorded in D. B. No. 21, page 309 and conveyed by W. H. Harrell and wife to said W. R. Copeland by deed this day executed and delivered less a certain part or parcel of said land containing thirty four (34) acres more or less, this day conveyed by said W. R. Copeland and wife to Wm. T. Butler.

2nd. That certain tract piece or parcel of land, situate lying and being in Holy Neck Magisterial District in the County of Nansemond, and State of Virginia, containing eight (8) acres more or less and bounded and described as follows, to wit: Beginning at a pine tree on the East side of the County Road leading from Buckhorn to the South Quay County Road, about one and a fourth miles from said Buckhorn in said County and running thence Eastwardly to a white oak on the line of H. H. Hodges land, thence North Eastwardly to a pine tree in the fork of the Swamp on the line of the land of said H. H. Hodges and Junius Ballard thence Northeasterly on the line of the land of the said Junius Ballard

and Mrs. Wm. H. Harrell nee Maggie Ballard cornering on the land of Daniel Butler being the same track of land which Martha J. Harrell and others conveyed unto the said Hellen E. Copeland by deed duly executed and recorded in D. B. No. 25, page 280 together with all and singular the appurtenances belonging to the said tracks of Lands aforesaid.

3rd. That certain track, or parcel of land situated and lying and being in Holy Neck Magisterial district, in the County of Nansemond, State of Virginia, containing fifty two (52) acres more or less, and bounded as follows North by the lands of Wm. H. Harrell, West by the lands of Mary E. Butler and R. R. McCleney South by the lands of Wm. T. Copeland East by the County Road leading to Buckhorn it being the same Land of John J. Copeland, Decd.

In Trust, to secure to A. W. Ballard, Gardean for the Pruden Children the payment of the sum of four Hundred and forty six (446.00) dollars and fifty three cents evidenced by a certain Bond for the said sum executed by the said grantors bearing even date herewith and payable on demand with interest, from date to the said A. W. Ballard, Gardean for the Pruden children.

In the event that default shall be made in the payment of the said debt, principal of any instalment of interest, when due and payable, then the Trustee on being required so to do by A. W. Ballard Gardenn executors, administrators or assigns, shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale the same shall be made, after first advertising the time, place and terms thereof, for at least (20) ^edays in the way ~~demanded~~ best by the said Trustee for the said parties, and upon the following terms, to-wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustee's commission of five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said debt; and if there be any residue of said purchase money,

the same shall be made payable at such time, and secured in such manner, as the said partys of the first part there executors, administrators or assigns shall prescribe and direct, or in case of there failure to give such directions, at such time and in such manner as the said Trustee shall think fit.

The said parties of the first part covenants to pay all taxes, assessments, dues and charges upon the said property hereby conveyed so long as they or there heirs or assigns shall hold the same; and further covenants and agrees to keep the buildings on the property hereby conveyed insured for the full amount of \$300. for the further protection of the said A. W. Ballard, Gardian, or assigns; and in the event of there failure to do so, then the Trustee, on the beneficiary under this deed, may effect or renew such insurance from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity by which the debt aforesaid may be recoverable.

If no default shall be made in the payment of the said debt or insurance premiums, then, upon the request of the parties of the first part, a good and sufficient deed of release shall be executed to them at there own proper cost and charges.

Witness the following signature and seal :

W. R. Copeland (seal)

H. E. Copeland (seal)

State of Virginia,

County of Hansemond, To wit:

I, R. C. Daughtrey, a Justice of the Peace for the county aforesaid, in the State of Virginia, do certify that Wm. R. Copeland and Hellen E. Cop¹eland, his wife, whose names are signed to the writing hereto annexed, bearing date the 19th day of January, 1900, have acknowledged the same before me in my County aforesaid.

Given under my hand this 19th day of January, 1900.

R. C. Daughtrey, J. P. (Seal)

County of Nansemond, To wit:

In the office of the Clerk of the County Court for the County of Nansemond the 6th day of February, 1900, this deed was presented, and, with the certificate annexed, admitted to record. The amount of Ten cents in Revenue Stamps affixed to bond and cancelled.

Teste: A. P. Gomer, Deputy
for R. R. Smith, Clerk.

A Copy-Teste:

G. E. Bunting, Clerk,

By S. J. Parker D. C.

2 COPY -

WM. R. COPELAND & WIFE

TO(DEED OF TRUST

RUFUS L. BAINES, TRUSTEE

FOR A. W. BALLARD.

RECORDED IN DEED BOOK NO. 46,

PAGE 23.

Exhibit 4

450

\$446.53

On demand we promise to pay unto A. W. Ballard, Guardian, heirs, executors, administrators, or assigns, the just and full sum of Four Hundred and Forty-six Dollars (\$446.53) and Fifty-three cents, current money of the United States, for value received, with interest from date; for the payment of which we bind ourselves, heirs, executors and administrators firmly by these presents; and we hereby waive the benefit of exemption as to this debt, obligation or contract.

As witness our hands and seals this the 19th day of January, in the year of our Lord, One Thousand and Nine Hundred.

*Copy of the bond secured by
this deed of trust.*

W. R. Copeland, (Seal).

H. E. Copeland, (Seal).

1908.

March 20th. The within bond is subject to
a credit, as of this day, of \$365.68, being the
net amount received from the sale of the Harrell
tract of land to J. A. Jernigan.

A. W. Ballard, Guardian.

F. A. Ballard. _____.

Rufus L. Baines, Trustee,.....Complainant.

VS. IN CHANCERY

W. R. Copeland, and others,.....Defendants.

Attorney for A. W. Ballard excepts to the report of Bradford Kilby, Commissioner in Chancery, filed on the 27th day of March, 1914, as follows:

FIRST; To the report as a whole and each and every paragraph of same, and each and every allowance made in same.

SECOND; To paragraph "Seven" of said report, which sets out that certain wood was sold by contract and that the wood sold by contract was standing trees, which, in the opinion of said defendant, could not have been true because the Court has repeatedly held that wood is not standing trees.

THIRD; To paragraph "Eight" of said report, which states that one thousand and sixteen (1,016) cords of wood were cut and delivered by Copeland to Ballard, and that ONE THOUSAND AND SIXTEEN (\$1,016.00) DOLLARS should be credited to the said Copeland for said wood. Your defendant does not believe that this is warranted by the testimony. Your defendant further states that, in paragraph "Two", under section eight of said report, he does not believe that the testimony warrants the decision of the Commissioner in that there is nothing ~~in~~ the record to show that A. W. Ballard and F. A. Ballard are one and the same person, and conclusions are drawn from inferences and not testimony in the case; that the charge of ONE THOUSAND AND SIXTEEN (\$1,016.00) DOLLARS made against Ballard for said wood as offset by an open account Ballard held against Copeland and which open account Copeland has paid, as will appear from the testimony.

Your defendant further excepts to the decision of said Commissioner in applying credits on the bonds set out in said re-

port and claims they had a right to apply and did apply the credits to the extinguishment of the open account with the consent of the said W. R. Copeland at the time of applying the credits.

W. R. Copeland
by J. H. Copeland

~~Excerpts~~
to Commons's
report

Read Apr. 4, 1914.

V. E. Armstrong,
J. H. Clark.

CHANCERY SUMMONS

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON William R. Copeland, Helen E. Copeland, John J. Copeland and A. W. Ballard, Guardian of the Pruden children

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 First Monday in July, 1913, to answer a Bill in Chancery, exhibited against them in the said Court by Rufus L. Baines, Trustee

and have then and there this summons.

WITNESS, G. E. BUNTING, Clerk of our said Court, at his office, this 19th day of June, 1913, in the 137th year of the Commonwealth.

~~A copy Teste:~~

Teste:

S. J. Parker, Deputy, CLERK.

G. E. Bunting, CLERK.
By S. J. Parker, D.C.

Executed this with
process by delivery a
true copy to A. H. Ballard,
H. R. Copeland & Helen E.
Copeland I & Jno. J. Copeland
in the County of Hampshire
A. H. Ballard, Guardian of
The Prudent Children

A. M. Baker

June 27, 1913 Sheriff

ORIGINAL

Everett & Hutton p. q.

Rufus L. Baines, Trustee

vs.

In Chancery

Wm. R. Copeland et als

191-3

July Rules,

First Monday.

NANSEMOND CIRCUIT COURT.

Process Book No. 3

Page 113

THIS DEED, Made this 16 day of January, in the year one thousand nine hundred and five between William R. Copeland, Helen Copeland, his wife, of the County of Nansemond, State of Virginia, of the first part, and J. A. Jernigan, of the aforesaid County and State of the second part--

WITNESSETH: That in consideration of the sum of Five Hundred and twenty-five (\$525.00) Dollars, the said parties of the first part doth grant unto the said parties of the second part and his heirs and assigns forever, with GENERAL WARRANTY, all that certain piece or parcel of land lying, and being in Holy Neck District, County of Nansemond, and State of Virginia, and bounded as follows: East by the County Road leading from Buckhorn to Daughtry's School-house, South by the lands of William R. Copeland and William T. Butler, North by lands of Joseph E. Holland, West by lands of James Holland and Mills H. Holland, Jr. and containing by actual survey one hundred thirty seven and half acres. This being the same tract or parcel of land which Wm. H. Harrell conveyed by deed bearing date 9th day of April, 1894, and recorded in the County Clerk's Office in D. B. 34, page 215, in the County of Nansemond Court. The pine lumber on said land is reserved down to six inches on stump, fifteen inches from ground and that the grantors are to have five years from the date of this deed to cut and remove the same.

The said parties covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land; that the grantee shall have quiet possession of the said land, free from all encumbrances, and that _____ 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_.

Wm. R. Copeland (SEAL)

Hellen Copeland (SEAL)

J. A. Jernigan (SEAL)

State of Virginia,

County of Nansemond, to wit :

I, F. E. Stallings, a Justice of the Peace for the county aforesaid, in the State of Virginia, do certify that William R. Copeland, Hellen Copeland, whose names are signed to the writing hereto annexed, bearing date the 16 day of January, 1905, have acknowledged the same before me in my county aforesaid.

Given under my hand this 17th day of January, 1905.

F. E. Stallings, J. P.

Virginia,

County of Nansemond, to wit:

I, S. E. Everett, a Notary Public for the County and State aforesaid, do certify that J. A. Jernigan, whose name is signed to the writing hereto annexed, bearing date on the 16th day of January, 1905, has acknowledged the same before me in my county aforesaid.

My commission expires on the 20th day of July, 1907.

Given under my hand this 18th day of January, 1905.

S. E. Everett,

Notary Public.

Virginia:

In the office of the Circuit Court Clerk for the County of Nansemond the 30th day of March, 1908, this deed was presented, and, with the certificates annexed, admitted to record.

Teste: R. R. Smith, Clerk,

By M. M. Watkins, D. C.

A Copy-Teste:

G. E. Bunting, Clerk,

By S. J. Barber D. C.

- C O P Y -

WM. R. COPELAND & WIFE

TO (DEED OF B. & SALE

J. A JERNIGAN.

RECORDED IN DEED BOOK NO. 64

PAGE 510.

Exhibit 51

125-
250
335

85-~~4~~

Rufus L. Baines, Trustee.....Complainant.

vs. Decree referring to Commissioner.

William R. Copeland, Helen E. Copeland,
John J. Copeland, and A. W. Ballard, Guardian
of the Pruden Children.....Defendants.

This cause came on this day to be heard upon the Complainant's bill and exhibits filed therewith and the answers under oath of William R. Copeland, Helen E. Copeland, John J. Copeland, and A. W. Ballard, Guardian of the Pruden Children to this bill, Complainant's replication to said several answers and was argued by counsel.

On consideration whereof, the Court doth adjudge, order and decree that this cause be refereed to one of the commissioners of this court, who is directed to enquire and report to court as follows:

1. If any and what amount is due under said deeds of trust mentioned in said bill; and,

2. Any other matter in this suit deemed pertinent by said commissioner.

Rufus L. Baines, Trustee

vs Decree of reference.

William R. Copeland et als.

Enter 13 day of Octo, 1913.

Jas. M. Moore

Entered in Chancery Order Book

No. 4, page 590.

Rufus L. Baines, Trustee,.....Complainant.

VS IN CHANCERY

William R. Copeland, Helen E. Copeland,

John J. Copeland, and A. W. Ballard, Guardian

of the Pruden children,.....Defendants.

The answer of A. W. Ballard to a bill of complaint filed against him in the Circuit Court of Nansemond County, Virginia, by Rufus L. Baines, Trustee, Complainant.

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

Your respondent denies that the said William R. Copeland, Helen E. Copeland, or John J. Copeland, or either, or all of them have paid on the note of FIVE HUNDRED AND FORTY-TWO DOLLARS AND (\$542.27) TWENTY-SEVEN CENTS, dated the 19th day of November, 1901, anything as a curtail on said note, or any installment of interest, but to pay the said note or any installment of interest thereon, they have utterly failed and refused ^{to do so} ~~to do so~~. Your respondent claims interest on said note of FIVE HUNDRED AND FORTY-TWO DOLLARS AND (\$542.27) from the 19th day of November, 1901, until paid.

4 4 6 5 3
2 0 5 8 5
7 0 8 5
That on the note of FOUR HUNDRED AND FORTY-SIX DOLLARS AND (\$446.53), FIFTY-THREE CENTS, dated the 19th day of January, 1900, there was credited on said note on the 20th day of March, 1908, THREE HUNDRED AND SIXTY-FIVE DOLLARS AND (\$365.68) SIXTY-EIGHT CENTS, leaving a balance due of TWO HUNDRED AND NINETY-NINE DOLLARS AND (\$299.72) SEVENTY-TWO CENTS, which is still unpaid, nor has there been an installment of interest paid on the said TWO HUNDRED AND NINETY-NINE DOLLARS AND (\$299.72) SEVENTY-TWO CENTS, and your respondent claims interest on the said TWO HUNDRED AND NINETY-NINE DOLLARS AND (\$299.72) SEVENTY-TWO CENTS, from the 20th day of March, 1908, until paid.

Your respondent filed herewith copies of the aforesaid notes, which copies are marked Exhibits "A" and "B", respectively, and prayed to be read as part of this answer.

While it is true that the said A. W. Ballard has never paid to the said Rufus L. Baines any money, as the purchase price of the two(2) tracts of land referred to in the complainant's bill, yet it is still true that the said Rufus L. Baines, Trustee, has never agreed to make a deed to your respondent if he would pay the money, nor has he recognized your respondent as the purchaser of the land, and still refuses to disclose whether or not he will make a deed if the entire purchase money was paid to him by your respondent.

While it is true, as alleged in the complainant's bill, that the said W. R. Copeland, and wife, sold the third tract of land, containing, by estimation, one hundred and forty-four (144) acres, to J. A. Jernigan, by deed dated the 30th day of March, 1908, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 64, Page 510. And while it is true that the said trustees, Rufus L. Baines, Shelton H. Duke, and A. W. Ballard, signed the said deed of bargain and sale for the purpose of releasing said third tract of land from the lien of said deed of trust, in which said ^{Baines} ~~Ballard~~, and Duke were trustees, respectively. And while it is true that by the term of said deed of bargain and sale the timber on the ² ~~1~~ first tract of land was exempted, yet it is equally true that both the notes, referred to in your complainant's bill, were secured by deeds of trust on all the other two tracts of land referred to, thereby giving your respondent a lien on all the other two tracts of land to secure the payment of ^{his bond} ~~both the~~ above notes. It is also true that at both sales, referred to in your complainant's bill, the said John J. Copeland was the purchaser, and each time your respondent, A. W. Ballard, was the next highest bidder. It is equally true that the said John J. Copeland has

not complied with the terms of the sale but that your respondent has made application to Rufus L. Baines, the said trustee, for the deed, and by this answer does now apply to the said Rufus L. Baines for a deed to the said two tracts of land.

Your respondent denies that the said William R. Copeland, Helen E. Copeland, or John J. Copeland, either, or any, or all of them have paid any of the money claimed in this answer, and asks that they be made to present receipts and prove the payments.

And now having fully answered the complainant's bill, this respondent prays to be hence dismissed, with his reasonable cost by him in this behalf expended.

J. H. Anderson Counsel.
A. W. Ballard Guardian of Prudent Children Respondent.
STATE OF VIRGINIA,

COUNTY OF HANSEMOND, To-wit:-

A. W. Ballard, one of the respondents named in the foregoing answer, being duly sworn, says that the facts and allegations therein contained are true, except so far as they are therein stated to be on information, and that so far as they are therein stated to be upon information he believes them to be true.

A. W. Ballard Guardian of Prudent Children Respondent.
Taken, sworn to and subscribed before me, a notary public of and for the County aforesaid, in the State of Virginia, in my County aforesaid, this the 22 day of September, 1913.

My commission expires on the 29 day of July, 1913.

R. Woodward
Notary Public.

R. L. Baines, Trustee
v.

William R. Copeland et al

Answer of A. W. Ballard
Guardian.

J. R. SAUNDERS
Attorney at Law
Pinner Building
SUFFOLK, VIRGINIA
