

1916-003

Nansemond Co (Suffolk)

Chancery Causes: Martha D. Hargroves et al vs Weatherly & Parsons]

Know all Men by these Presents, That we, *Martha D. Hargrove*

are held and firmly bound unto the Commonwealth of Virginia in the sum of *Five Hundred* ————— Dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our exemption as to this obligation, and any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post, or trust, with coupons detached from the bonds of the State. Sealed with our seals, and dated this _____ day of _____ one thousand nine hundred _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas

Now, therefore, if the said _____, as aforesaid, shall faithfully discharge the duties of his office, post, or trust of _____, then this obligation to be void, otherwise to remain in full force and virtue.

Martha D. Hargrove
The United States Fidelity & Guaranty Co.
by W. G. Elam, its atty. in fact.

* SEAL *

* SEAL *

* SEAL *

* SEAL *

W. G. Elam

In the Clerk's Office of the _____ Court for the _____ of _____, the _____ day of _____, 19 _____:

This bond was executed and acknowledged by the obligors, and ordered to be recorded.

the suret _____ therein having first justified on oath that _____ estate _____, after the payment of all _____ just debts, and those for which he _____ bound as security for others and expect to have to pay _____ worth the sum of _____ Dollars, over and above all exemptions allowed by law.

Teste :

Clerk.

Form No. 394.

to { Bond

Commonwealth



TO THE CLERK OF THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

Martha D. Hargroves, and
Mary Francis Hargroves by
Martha D. Hargroves, her
next friend

Complainants

v.

G. H. Weatherly and
partners trading as Weatherly & Parsons,

Parsons,

Defendants.

Issue summons in Chancery to 2nd January, 1916

Rules.

James H. Bohitt p.q.

VIRGINIA: In Vacation, in the Circuit Court of Nansemond County,
December 17, 1915-

Martha D. Hargroves and
Mary Francis Hargroves, by
Martha D. Hargroves, her next
friend

Complainants

W.

IN CHANCERY

G.H. Weatherly and Parsons,
partners trading as Weatherly & Parsons

An injunction is granted in accordance with the prayer of the bill of the complainants this day filed restraining the defendants, G. H. Weatherly and Parsons, their agents and employes from tearing down or removing any buildings from the property described in said bill, being the storehouse lot at Deans, Virginia, and the farm, containing 150 acres, more or less, of open land adjoining said lot, the said property belonging to the estate of Legare Hargroves, deceased, and from tearing down and removing any part of the buildings upon the property aforesaid, and from removing or carrying away any manure from the stables on the said property until the further order of this Court.

This injunction shall not be effective after a period of sixty days, unless previously enlarged. But before this injunction shall take effect, the said Martha D. Hargroves and Mary Francis Hargroves, or some one for them, shall enter into and acknowledge bond with a good security before the Clerk of the Circuit Court of the County of Nansemond, in the penalty of \$500. conditioned to pay all such costs and damages as may be awarded against them in case this injunction shall be dissolved.

All which is hereby certified to the Clerk of this Court to be entered in the Chancery Order Book.

Jas. L. McLemore.

Bond with approved security given by the plaintiff in the penalty of \$500.00, with condition according to law.

Teste: G. H. Weatherly, CLERK.

A copy - Teste: G. H. Weatherly, Clerk.

CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON ~~G. E. Weatherly and~~

~~Parsons, partners trading as Weatherly & Parsons~~

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 ~~January, 1916~~ ..., to answer ~~a~~ Bill in
Chancery, exhibited against ~~them~~

in the said Court by ~~Martine D. Hargroves and Mary Francis Hargroves by~~
~~Martine D. Hargroves, her next friend.~~

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this ~~17th~~ day of
~~December~~, 19~~15~~ ..., in the ~~13~~ year of the Commonwealth.

A copy—Teste:

G. E. Bunting Clerk. }

Teste:

G. E. Bunting Clerk.

Bond with approved security given by the plaintiff in the penalty of
\$500.00, with condition according to law.

A copy—Teste: *G. E. Bunting*, Clerk

Executed this.....day of....., 191... by delivering a true copy of the within process
to

in person, in the County of Nansemond, State of Virginia.

Sheriff.

James H. Corbrie, p. q.

A copy for
Mr. Parsons

vs.

In Chancery.

Gala

M.

1916

James H. Corbrie Rules.

Thurs. Monday.

NANSEMOND COUNTY COURT,

Process Book, No. 3...

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CHANCERY SUMMONS.

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON...G.H.Weatherly and
Parsons,partners trading as Weatherly & Parsons

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...January,1916., to answer...a...Bill in
Chancery, exhibited against...them
in the said Court by...Martha D.Hargroves and Mary Francis Hargroves by
Martha D.Hargroves,her next friend.

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this...17th,...day of
December..., 1915., in the 140...year of the Commonwealth.

A copy—Teste:

Clerk.

Teste:

Clerk.

Bond with approved security given by the plaintiff in the penalty of
\$500.00,with condition according to law.

Clerk.

Matth. W. Hargrove and
Mary Dorris Hargrove by
Matth. Hargrove, Tax.
next page

In Chancery.

1916.

... *Wed* Monday.

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Sheriff.

A. H. Watkins, not found at his usual place of abode
 & I sent it by express, by clearing a safe copy
^{sent}
 of it to you at New York.
 Executed this day of by delivering a true copy of the within process
 When a number of the family are all well
 & find in the business, they give me information
 as to its progress.
 T. H. Adams, not a descendant of Thomas of Arif, and
 Mr. Jones.

G. E. Dwyer, Jr.
Chk.

Inter Dec 17, 1915
Jas. S. McInnis

Order Book No. 5 -
Page 30

Martha D. Hargroves and Mary Francis
Hargroves by Martha D. Hargroves, her
next friend,

Complainants,

v.

IN CHANCERY:

G. H. Weatherly and
Parsons, partners trading as
Weatherly & Parsons,

Defendants.

This day this cause was docketed by consent of the parties plaintiff and the defendant, G. H. Weatherly, in open court, the defendant Parsons never having been served with process, and by like consent came on to be heard on the bill of the complainants filed on the 17th day of December, 1915, to which bill the defendants have not answered, and likewise by consent of the said parties plaintiff and the said G. H. Weatherly, it is ordered that in settlement of the differences between the plaintiffs and the defendants growing out of the allegations of the said bill the said defendants shall not tear down or remove any part of any buildings now remaining on the store house lot at Deans, Virginia, recently occupied by them, and on the farm containing one hundred and fifty acres, more or less, of open land adjoining said lot, all of the said property belonging to the estate of Legare Hargroves, deceased, and shall not remove or carry away any manure now in the stables on the said property and that the said defendants pay nothing for the buildings or parts thereof and manure already removed from the said premises and the plaintiffs pay the costs of these proceedings.

And nothing further remaining to be done in this suit, this cause is dismissed from the docket.

We consent to the within
decree-

G. H. Matherly.

Martha D. Hargroves and
Mary Francis Hargroves by
Martha D. Hargroves her
next friend

By James H. Corlitt, Atty.

Enter Feb. 5 1916.

J. L. McLeure

Under Book No. 8-

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TO THE HONORABLE JAMES L. McLEMORE,

JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

Your complainants, Martha D. Hargrove, and Mary Francis Hargrove, by Martha D. Hargrove, her next friend, the said Mary Francis Hargrove being the infant daughter of your complainant, Martha D. Hargrove and her late husband, Legare Hargrove, deceased, respectfully represent that during the life time of Legare Hargrove, deceased, he leased unto G. H. Weatherly and Parsons, partners trading as Weatherly & Parsons, the storehouse and lot with the other buildings on said lot at Deans, Nansemond County, Virginia, and also the farm, containing 150 acres, more or less, of cleared land, adjoining the said storehouse lot, upon which said farm your complainant, Martha D. Hargrove, and her late husband resided up to the time of his death, and upon which she and her infant daughter still reside; that since the death of the said Legare Hargrove, your complainant, Martha D. Hargrove, has been duly appointed and qualified as guardian of her infant daughter, Mary Francis Hargrove, and no dower has been assigned to your complainant, Martha D. Hargrove; that from time to time your complainant, Martha D. Hargrove, in her own behalf and as guardian of her infant daughter, has continued to lease the aforesaid property to the said G. H. Weatherly and Parsons; that the last lease to the said parties will expire on the 31st day of December, 1915; that since the said Weatherly and Parsons have been in possession of the aforesaid storehouse lot and farm adjoining, they have erected thereon a stable, a small barn and a small tenant house, and made some additions to the dwelling and the storehouse on the storehouse lot; that the said Weatherly and Parsons are now tearing down and removing from the said premises the tenant house, erected on the said farm, and are threatening to

tear down and remove the other buildings erected by them on the property, and to tear out and carry away the improvements made to the buildings on the property; that the said Weatherly and

Parsons are also selling and removing from the said premises the manure from the stables; that the tearing down and carrying away of the tenant house erected upon the said farm, is causing an irreparable injury to the same, and unless the said Weatherly and Parsons are restrained from further tearing down and removing other buildings, there will be further irreparable damage and injury to the free-hold.

In tender consideration whereof, and forasmuch as your complainants are remediless, save in a Court of Equity where matters of this kind alone are cognizable, your complainants pray that the said G. H. Weatherly and Parsons, partners trading as Weatherly & Parsons, may be made parties defendant to this bill, and required to answer the same, but not under oath, the oath being expressly waived; that injunction be granted restraining the said G. H. Weatherly and Parsons from tearing down, or removing any other buildings from the property aforesaid, or from taking away and removing any parts of the buildings upon the property aforesaid; that they also be enjoined from further removing and carrying away manure from the stables on the said property, and that they be required to pay the value of the property already removed; that all proper orders may be made and all proper inquiries be directed, and that all such other further and general relief may be afforded your complainants, as the nature of their case may require, or to Equity may seem meet, and your complainants will ever pray, &c.

Martin D. Longore *James H. Corbett* p.q.
By Frances Bergin
for Martin D. Longore

STATE OF VIRGINIA)
CITY OF SUFFOLK) To-wit:

I, James H. Corbitt, a Notary Public, for the city and State aforesaid, hereby certify that Martha D. Hargrove, personally appeared before me, in my city aforesaid, and made oath that the allegations contained in the foregoing bill are true.

Given under my hand this 17th day of December, 1915.

My commission expires on the 27th day of February, 1918.

James H. Corbitt
NOTARY PUBLIC

JAMES H. CORBITT
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA