1893-29 Southampton County Chancery Ellis, Sidney J. Trustee vs. Norfleet, Indiana J et als

"Injunction"
To stop sale of
Real Estate +
To settle judgments

Norfleet, A. W.
Edam, Thomas G.
Prince, Joseph B
Trustee

Cape, Lalla, infant
Prince, Joseph B. Gdn
for Lalla Cape

Sydney J. Ellis Trustee

against

Indiana V. Norfleet, A. H. Norfleet, Thomas G. Claud, Joseph B. Prince Trustee, Joseph B. Prince Guardian of Lalla Pope, and the said Lalla Pope, an infant. -

To the Honorable George Blow, Judge of the Circuit Court of Southampton County:

Humbly complaining your orator Sydney J. Ellis Trustee, of Nansemond County Virginia, respectfully represents to the Court:

1. That all the assets of the Commercial Bank of Suffolk (a corporation) have been assigned to him as Trustee for the benefit of the creditors of the said corporation.
2. That among the said assets are two negotiable notes drawn by one A. H. Norfleet viz:

First: a note for $1100. dated 30. July 1885, due 2. October 1885 subject to a credit of $56. as of 19. October 1885. -

Second: a note for $835. dated

27. July 1885, due 29. September 1885, endorsed by one L. R. Edwards.—
That the said notes are the last of a succession of notes, which were discounted by the said Bank and renewed by the said Norfleet from time to time.— That at the time the
3. said notes were discounted by the said Bank Indiana V. Norfleet the wife of said A. H. Norfleet joined her said husband in conveying to Thomas. G. Clam (who was then the Cashier of the said Bank) a certain parcel of land fronting 57 feet on the North side of Second Avenue in the Town of Franklin Virginia, and running back from said Street in parallel lines 88 feet, for the purpose of indemnifying and saving the Commercial Bank of Suffolk from loss or damage on account of the said notes and of securing the payment of the same and all renewals thereof.— The original of the said deed is herewith filed marked Exhibit No. 1, and your orator prays that it may be read

as a part of this bill.-

4. That the said Thomas G. Claud in order to carry the said agreement and conveyance into effect according to the true intent and meaning thereof has conveyed the said real estate to your orator which will appear from the original deed herewith filed marked Exhibit No. 2, and your orator prays that it may be read as a part of this bill.-

5. That at the time the said conveyances were recorded the said land together with another parcel of land in Franklin Va. which belongs to the said Norfleets, was subject to a lien created by a deed of trust executed by said A.W. Norfleet and Indiana V. Norfleet his wife which conveyed the said two parcels of land to Joseph B. Prince Trustee in order to secure to J. B. Pope Guardian of Lalla Pope the sum of $695.54 which deed is dated 16. September 1881 and was recorded in the Clerk's Office of Southampton County Court on the 19. September 1881,

a copy thereof is herewith filed marked Exhibit No. 3., and your orator prays that it may be read as a part of this bill. - That the said J.B. Pope has departed this life and that Joseph B. Prince is now the duly appointed Guardian of the said Lalla Pope. - That the interest upon the said debt due to the said Guardian has been regularly paid. -

Inasmuch therefore as your orator is without remedy save in a Court of Equity where such matters are properly cognizable and relievable he prays that the said Indiana V. Norfleet A.W. Norfleet, Thomas G. Claw, Joseph B. Prince Trustee, Joseph B. Prince Guardian of Lalla Pope, and the said Lalla Pope, an infant under the age of twenty-one years may be made parties defendant to this bill and required to answer the same (but answers under oath are waived), that a guardian ad litem may be appointed to defend

Cir. Ct. Southampton Chancery

Sydney J. Ellis, Trustee,

vs. Bill &
3 Exhibits.

Indiana D. Norfleet
&others

Plentis P.q.

Please file the two original deeds, and the copy of the deed of Trust which this bill calls for, as Exhibits 1. 2. & 3
R.R. Prentis

the infant defendant, and protect her interests in this suit, that all necessary and proper accounts may be taken, that the said real estate conveyed to your orator as aforesaid may be sold under the decrees of this Court and the proceeds applied to the payment of the debts due to the Commercial Bank of Suffolk, that the said Guardian of Lalla Pope may be required to resort to the other real estate upon which the debt due to him is a lien, that judgment may be pronounced against A.W. Norfleet for any balance due by him to said Bank upon the said notes, and for such other further and general relief as the nature of the case may require and the principles of equity justify. —

And your orator will ever pray &c.

Let a Subpoena go &c. —

Rob. R. Prentis P.Q.
18. March 1886.

Sydney T. Ellis Trustee

State of Virginia
County of Nansemond to wit:
This day Sydney J. Ellis personally appeared before me and made oath that the statements contained in the foregoing bill so far as made of his own knowledge are true and so far as made from knowledge or information derived from others he believes them to be true.
Given under my hand this 19 day of March 1886.

Robt. N. Prentis,
Commissioner in Chancery
Circuit Court Nansemond County.

1821
Ellis Trustees
vs Z Stabi Rules
Norfleet Jr.

In Southampton Circuit Court.

Sydney T. Ellis, Trustee Pltff

against } In Chancery.

Indiana V. Norfleet. Ann Norfleet Thos G. Flora, J.B. Prince Trustee, J.B. Prince Gdn of Lalla M. Pope and the said Lalla M. Pope, an infant under 21 years. Defts

1886.

Mch 16. Summons to Apl Rules.

Apl Rules. Summons retd Exd. Bill & Exhibits filed. J.B. Prince appd Gdn ad litem to infant deft. Lalla M Pope. Answer of Gdn ad litem to infant filed. and decree nisi vs absent defts.

May " Cause set for hearing.

Executed Mch 19th 1886, by delivering to Thos G. Elam, a copy of the within Summons; Within my bailiwick.

Fees 50¢ paid.

James Wood, Sergt.
By W. H. Wood, D.S.

Ellis Fowler
vs
Thos Elam
Norfolk ct: ch:
1886. April Term
Ca: Ca:

Dan'l Cole

Thos. G. Elam x 19

THE COMMONWEALTH OF VIRGINIA,

To the ~~Sheriff of Southampton County~~ Sergt City of Danville Greeting:

WE COMMAND YOU TO SUMMON Indiana V. Norfleet. A. W. Norfleet. Thos G. Elam. Jos. B. Prince, Trustee. Jos. B. Prince Guard. of Lalla M. Pope. and the said Lalla M. Pope, an infant under twenty one years.

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the first Monday in April next, to answer a bill in Chancery exhibited against them in our said Court by Sydney T. Ellis, Trustee

And this they shall in no wise omit; and have then there this writ.

WITNESS, J. B. PRINCE, Clerk of our said Court, this 16th day of March, 1886, in the 110 year of the Commonwealth.

Teste: J. B. Prince C.C.

Indiana v Norfleet

Rds 3

Ellis Instr &c

Answer of D. A. Norfleet

The separate answer of Indiana V. Norfleet to a bill in chancery in the Circuit Court of Southampton by Sydney T. Ellis against him and others

This defendant for answer to the said bill or as much thereof as she is advised it is material for her to answer answering says That she dis by an absolute deed of Bargain and sale sell her interest in the lot of land in Franklin mentioned in the bill for $2000 and that up to this time the said Thomas J. Elam the grantee has never paid her one cent of the purchase money but still owes her the said two thousand dollars she answers further that the deed was given as a collateral to save the said Thomas J. Elam harmless by reason of his selling her husband A. W. Norfleet her money from the commercial Bank and that up to this time the said Thomas J Elam has sustained no damage or loss. That she has paid no money for A. W. Norfleet and sustained no loss she having been utterly insolvent for a long time

being utterly unable to pay his own debts much less his contingent liabilities This respondent has and now claims emphatically that Thomas J Elam has paid any money for him or his husband to the commercial Bank and is the parties holding this deed of Bargain and sale claims under it They must pay him the purchase money to wit the sum of two thousand dollars which she is willing to go to the payment of her husbands debts to the Commercial Bank or any body else but she is unwilling that her private estate or her own separate estate should go to pay T. J. Elams debts when he has paid out nothing for her husband and she asks that an account may be taken showing how much money he has paid for her husband A. W. Norflet before one cent of her estate shall go and having fully answered she prays hence to be dismissed with her costs

signed

Indiana V. Norflet

Shands & Lee S. C.

Honfleck &c
vs
D. of Iowa
&
L. B. Prince trustee

Exhibit
(No: 3)

A Copy.

This Deed made this 16th Sept 1881. between Indiana F. Norfleet and A. H. Norfleet of one part; and J. B. Pierce Trustee of the second part; witnesseth: That in consideration of Five dollars in hand paid the said parties of the first part do grant & convey with General warranty unto the said J. B. Pierce, Trustee, the following property, situated in the town of Franklin, to wit: one certain lot with the improvements thereon, & which was conveyed by deed of bargain & sale from Luther R. Edwards, J. T. Bryant and John Pelton Jr. to Indiana F. Norfleet. Said deed dated May 1st 1880 and recorded in the Clerks Office of Southampton March 21. 1881 - also one other lot in the town of Franklin which was conveyed by John Pelton Jr to said Indiana F. Norfleet by deed dated 8th April 1880 and recorded in the Clerks Office of Southampton 21st March 1881 - reference to both of said deeds for boundaries, description and quality of land &c. is hereby specially made. In trust to secure a bond of even date with this deed for six hundred and nine-

by five ⁵/₁₀₀ dollars due by A. W. Norfleet to A. B. Pope Guardian of Lalla Pope - And it is agreed that no sale shall take place by virtue of this deed for three months from the date hereof. Provided the interest is promptly paid on or before that time, The said Indiana T. Norfleet agrees to assign the Insurance Policies on the building to the said Pope and to keep them insured during the existence of this deed. In the event of a sale under this deed it shall be upon twenty days public notice of time & place and upon such terms as the said Pope may desire. and in event, the trustee shall be entitled to five per cent commissions on gross sales. Witness the following signatures and seals -

Indiana T. Norfleet Seal
A. W. Norfleet Seal

State of Virginia
Southampton County to wit
I, Luther P. Edwards a Notary Public in and for said County and

State of Indiana County of Starke } I A. W. Horsfield Clerk of the Starke Circuit Court do hereby certify that the foregoing and annexed is a true and complete transcript of the proceedings had in the matter of the Petition of Indiana V. Horsfield for a Divorce from A. W. Horsfield as the same appears of record in my office. In testimony whereof I have hereunto set my hand and affixed the seal of said Court at my office in Knox this 19th day of September 1881.

A. W. Horsfield Clerk

State of Indiana County of Starke } I A. W. Horsfield Clerk of the Starke Circuit Court do hereby certify that the foregoing and annexed is a true and complete transcript of the proceedings had in the matter of the Petition of Indiana V. Horsfield for a Divorce from A. W. Horsfield as the same appears of record in my office. In testimony whereof I have hereunto set my hand and affixed the seal of said Court at my office in Knox this 19th day of September 1881.

A. W. Horsfield Clerk

State of Indiana County of Starke } I A. W. Horsfield Clerk of the Starke Circuit Court do hereby certify Indiana V. Horsfield and A. W. Horsfield whose names are signed to the writing above bearing date the 16th day of September 1881 have acknowledged said writing before me in said County as their act and deed. And I further certify that the said Indiana V. Horsfield on being examined by me privately and apart from her said husband the said A. W. Horsfield, and having said writing fully explained to her. she the said Indiana V. Horsfield declared that she had willingly executed said Deed, and that she does not wish to retract it. Given under my hand this 17th day of September 1881.

Luther A. Edwards N. P.

State of Indiana County of Starke } In the Clerks Office September 19th 1881. This Deed of Trust from A. W. Horsfield & wife to J. B. Prince Trustee for the benefit of J. B. Pope Guardian of Calla Pope was this day received and with the certificate thereto annexed admitted to record.

Test I. R. Edwards. C. C.

A Copy

Test J. B. Prince C. C.

State of Virginia
Corporation of Danville, to wit:

I Thos Hamlin a commissioner in chancery for the circuit Court of the said corporation of Danville in the State of Virginia do hereby certify that Thomas G. Elam whose name is signed to the writing above bearing date the 16th day of Feby 1886, has acknowledged the same before me in the County aforesaid. Given under my hand this 16th day of Feby 1886.

Thos Hamlin Comm'r

Fee 1st mg 50 cts by Thos. G. Elam
T Hamlin

Exhibit No 2
Thos G Elam

Deed
To
Sydney J Ellis
Trustee
1886. Feb 20. Rec'd
A.R.

Recorded
D.B.73. #1. page 57
Examined

Part $2.00
Fee 1.50 ad.
S.J. Ellis. Trustee

Southampton County: In the Clerk's Office Feby 20th 1886.
The foregoing Deed of Trust from Thos G. Elam to Sydney J. Ellis Trustee for Commercial Bank, was this day received and with the certificate annexed admitted to record.

Test:
J.B. Spence D.C.

Whereas by deed dated the 7. day of February 1883, A.W. Norfleet and Indiana V. Norfleet his wife did convey a certain parcel or lot of land situated in the town of Franklin, County of Southampton State of Virginia, bounded as follows: lying on the North of Second Avenue and extending from J.W. Lawrence's lot on the East of Main Street along Second Avenue 57 feet to Jethro Cobb's lot known and designated on the Map of Franklin as lot No. 18, thence in a Northerly direction along the Western boundary of lot No. 18 of Jethro Cobb's lot 88 feet, thence in a Westerly direction along a parallel with Second Avenue 57 feet to the said J.W. Lawrence's lot, thence in a Southerly direction along the Eastern boundary of said Lawrence's lot to Second Avenue the point of beginning - to the undersigned Thomas G. Clam for the purpose of indemnifying and securing the Commercial Bank of Suffolk from loss or damage on account of certain notes drawn by the said A.W. Norfleet and discounted out of the funds of the said Bank, and all

renewals of the said notes. And whereas among the other assets of the said Bank ~~the~~ which have been assigned to Sydney J. Ellis Trustee for the benefit of the creditors of the said Bank are two of the said notes of A. H. Norfleet one for $835. dated 27 July 1885 payable sixty days after its date and the other for $1100. dated 30 July 1885 payable sixty days after its date, and the said Sydney J. Ellis is legally and equitably entitled to a conveyance of the said real estate to him in order to secure the payment of the said notes.

Now therefore this Deed made this 16th day of February A.D. 1886 between Thomas G. Elam party of the first part and Sydney J. Ellis Trustee, party of the second part Witnesseth, that in consideration of the premises and for the purpose of declaring the trust upon which the said conveyance was made and of securing to the creditors of the Commercial Bank of Suffolk the benefit thereof the said Thomas G. Elam doth by these presents

grant, bargain, sell, assign and release unto Sydney J. Ellis Trustee the said real estate hereinbefore described with all the appurtenances thereunto belonging or in anywise appertaining. To have and to hold unto him the said Sydney J. Ellis Trustee, upon the same trusts and conditions as the said real estate has been held by the said Thomas G. Elam viz as security for the payment and satisfaction of the said two notes above described in case the said A. W. Norfleet makes default in the payment of the same. And in case the said A. W. Norfleet makes no default in the payment of the said notes the said real estate is to be conveyed to Indiana H. Norfleet the wife of A. W. Norfleet.

Witness the following signature and seal.

Thos G. Elam (Seal)

Witness
Thomas Hamlin

State of Virginia
Corporation of Danville, to wit:

I Thos Hamlin a commissioner in chancery for the Circuit Court in and for the said corporation of Danville in the State of Virginia do hereby certify that Thomas G. Elam whose name is signed to the writing above bearing date the 16th day of Feby 1886 has acknowledged the same before me in the Corporation aforesaid. Given under my hand this 16th day of Feby 1886.

Thos. Hamlin Comm'r

Fee 1st mg 50 cts by Thos. G. Elam
T Hamlin

Exhibit No. 2
Thos G Elam

Deed
To
Sydney J Ellis
Trustee

1886. Feb 20. Rec'd
A.R.

Recorded
D.B. 93. #1. page 57

Teste
H Hammond

Tax $2.00
Fee 1.50 ad.
S.J. Ellis. Trustee

Southampton County: In the Clerk's Office Feby 20th 1886.
The foregoing Deed of Trust from Thos. G. Elam to Sydney J. Ellis Trustee for Commercial Bank, was this day received and with the certificate annexed admitted to record.

Teste:
J.B. Prince C.C.

Norfleet A. H.
and wife
~~to~~ Dft

Elam

1886 ~~Feb~~ 10. Rec'd
+ ans.
Exhibit
no 1
Record page 66

Hammer

Tax $2.20
Fee 1.25

This Deed of Bargain and Sale made this 7th day of February 1883 between A. W. Norfleet and Indiana V. Norfleet of the County of Southampton State of Virginia of the first part grantors and Thomas G. Elam of the County of Isle of Wight State aforesaid witnesseth: That in consideration of the sum of Two thousand two hundred Dollars to them in hand paid by the said Elam, the receipt whereof is hereby acknowledged, they the said A. W. Norfleet and Indiana V. Norfleet his wife do grant, convey, bargain and sell with general warranty unto the said Thomas G. Elam the following real property to wit: a certain parcel or lot of land situated in the Town of Franklin, County of Southampton, said State and bounded as follows: lying on the North of Mrs Owens and extending from J. W. Lawrence's lot on the East of Main street, along Mrs Owens 67 feet to Jethro Cobb's lot known and designated on the Map of Franklin as lot No 18. Thence in a northerly direction along the western boundary of Lot No 18 or Jethro Cobb's lot, 88 ft, thence in a westerly direction

along a parallel with Mrs Avenue fifty seven (57) feet to the said J. W Lawrence's lot, thence in a Southerly direction along the eastern boundary of said Lawrence's lot to Mrs Avenue the point of beginning. it being that part of the lot known and designated on the Map of Franklin as Lot No 19, and owned by the said Indiana V Norfleet and occupied by the said A W Norfleet for store house lots, together with all appurtenances and improvements thereon situated, to him the said Elam and his heirs or assigns forever. Witness the following signatures and seals.

The words "Along Mrs Avenue 57 feet" were interlined before signing

A W Norfleet Seal

Indiana V. Norfleet Seal

State of Virginia

Southampton County to wit:

I Luther R. Ed. ward a Notary Public in and for said County and State do hereby certify that A. W. Norfleet, and Indiana V. Norfleet the wife of A. W. Norfleet whose names are signed to the writing above bearing date the 7th day of February 1883 have acknowledged the same before me in said County. And I further certify that the said Indiana

V. Norfleet on being examined privily and apart from her said husband and having said writing fully explained to her, declared that she had willingly executed said deed and that she does not wish to retract it. Given under my hand this 7th day of February 1883

Luther R. Edwards J.P.

Virginia

In the Clerks Office of Southampton County – Feb 10th 1886 –

The foregoing Deed of bargain & sale from A. W. Norfleet & Indiana V. Norfleet his wife to Thos G. Bland was this day received and with the Certificate thereto annexed admitted to record.

Teste J. B. Prince C.C.

Sydney J. Eckl
Trustee
to
W. B. Rucker

1894 May 5.

Received of J. B. Price Trustee Fifteen 56/100 Dollars in full of balance in his hands as shown by Report of Oct 12. 1886 in chancery cause of Ellis, Trustee vs. Horfleet &c.

Robt. C. Ellis
Atty. for S. T. Ellis
Trustee

Ellis. Trustee

v

Sum

Norfleet et: als:

1886 April Rules

Cir: Ct

Prentis p.q.

Executed March 20
1886 by delivering to
Indemnus V Norfleet. A
W Norfleet, J.B Pruden
Trustee & J.B Pruden
Guard of Lalla Pope
a copy of this summons

G W Vick Sh Ff

This G. Elam not a
resident of this County

G W Vick
Sh Ff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU TO SUMMON Indiana V. Norfleet A. W. Norfleet. Thos. G. Elam. Jos. B. Prince. Trustee - Jos. B. Prince, Guardn of Lalla M. Pope, and the said Lalla M. Pope, an infant under twenty one years -

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the first Monday in April next, to answer a bill in Chancery exhibited against them in our said Court by Sydney P. Ellis, Trustee.

And this they shall in no wise omit; and have then there this writ.

WITNESS, J. B. PRINCE, Clerk of our said Court, this 16 day of March, 1886, in the 110 year of the Commonwealth.

Teste: J. B. Prince C.C.

Ellis. Trustee &c.
vs
Assignee of
Norfleet &c.

1886. Appl Rules
filed. L.B.P.C.

The answer of Lalla M. Pope, an infant by J. B. Pruden, her Gdn ad litem, to a bill of complaint exhibited in the Circuit Court of Southampton against herself and others by Audrey T. Ellis Trustee &c.

This respondent, saving and reserving &c. her answer to said bill says.

That she is an infant, and being such knows nothing of the facts contained in said bill. She therefore submits her rights to the protection of this Court and having answered prays hence to be dismissed &c.

J. B. Pruden Gdn
ad litem

NOTICE TO TAKE DEPOSITIONS.

To Indiana V. Sparkes, A. W. Sparkes her husband, Joseph B. Prince, Guardian of Lalla Pope, Lalla Pope, Thomas G. Elam and Joseph B. Prince, Trustee.

You will please take notice that I shall proceed, on the ~~Tenth~~ 6th day of July A. D. 1886 between the hours of Nine (9) o'clock, A. M., and Six (6) o'clock, P. M., at the office of C. J. Hunter [illegible] ~~town of Suffolk, Virginia~~ Robt. Prentis in Suffolk, Virginia, to take the depositions of Thomas G. Elam to be read in evidence on the trial of a suit now pending in the Circuit Court for the County of Southampton in the State of Virginia in which I am plaintiff, and you are defendants; and if from any cause the taking of said depositions shall not be commenced, or being commenced shall not be completed on that day, the same will be continued from day to day, or from time to time until completed.

The Commercial Bank of Suffolk
for the benefit of Sydney T. Ellis, Trustee
by Robt. Prentis, Counsel.

Sold by J. W. Randolph & English, Richmond.

We severally acknowledge legal and sufficient service of the within notice
Jan 28. 1852. L R Lamed. Trustee
" " Lon Lacca McPope.
Thomas & Lon attorneys
for Indiana & mortgagee

Commercial Bank &c
vs
Indiana V. Norfleet Exrs
Deposition of
Thos J. Eleand

The Commercial Bank of Suffolk for the benefit
of S.T. Ellis Trustee

vs

Indiana V. Norfleet & als

The deposition of Thomas G. Eland taken before
me, Leo Britt, a Notary Public for the
county of Nansemond, pursuant to notice
hereto annexed, at the office of R.R. Prentis
in Suffolk, Va. on the 5th day of July, 1886,
between the hours of 9 o'clock A.M. and 6 P.M.,
to be read as evidence in behalf of S.T. Ellis
Trustee in a certain suit in equity depending
in the Circuit Court of Southampton County
Virginia, wherein Indiana V. Norfleet & als are
Defendants and The Commercial Bank of
Suffolk for the benefit of S.T. Ellis Trustee
is Complainant.
Present, R.R. Prentis, attorney for complainant.

The witness Thomas G. Eland being duly sworn deposes and says as follows:

1st Q. State your name, age, residence, and occupation?
1st A. Thos G. Eland; forty years old; residence,
Nansemond Co., Va; occupation, real estate
agent.
2nd Q. State all the circumstances under which
the deed mentioned in the bill from
N.V. Norfleet and Indiana V. Norfleet
was executed?
2nd A. Norfleet had several Papers due at
the Bank one of which was endorsed by
T.R. Edwards, and one secured by N.J.
Reynold's bond, and in order to secure

the Bank in all papers drawn by him
he proposed ~~to do~~ and did execute
~~the deed~~ spoken of. It was given to
me entirely on account of and for
the protection of the Bank. I had
3rd Q no personal interest in the matter
What amt of money ~~did~~ was paid
by the Bank to Moffett as a
consideration for the deed?
3rd A His indebtedness at that time amounted
to at least $2000 I believe and this
deed was to be held until all his
indebtedness was paid.
4th Q Are the notes one for $35, due
Sept 29th 1885, endorsed T. R. Edwards,
and the other for $100 due Oct 2nd 1885,
a part of said indebtedness?
4th A. They are, having been renewed from
time to time, which will account for their
dates, under the same understanding.
5th Q What were to be your powers under
the said deed in case of default
in payment of said indebtedness
to said Bank?
5th A As I understood it I was to take
charge of the property in case of such
default and sell the same and pay

off what balance may have been due on such indebtedness and pay over balance if any, to him, prior to exhausting all other ~~remedies~~ securities being A. J. Reynold's bond and L. R. Reid endorsement.

Cross Examination.

Written interrogatories furnished by Shands & Lane attorneys for defendants.

1st Q. Did Liliana V. Norfleet ever give you any other deeds than the deeds of bargain and sale for a lot in Franklin, dated the 7th day of Jany 1883 for the sum of $2000?

1st A. No.

2nd Q. Have you ever paid to Liliana V. Norfleet the purchase money for the said lot, to wit, the sum of $2000?

2nd A. I have as Cashier of the Commercial Bank made such payments as evidenced by the Notes, the money being paid to her husband A. W. Norfleet on the back of the said deed and out of the funds of their Bank.

3rd Q. If you have not paid the said $2000, state how much of it you have paid?

3rd A. The answer to the above question answers this.

4th Q. Please state how many notes or bonds you have endorsed for A. W. Norfleet in the

Commercial Bank of Suffolk and
their several amounts?
4th A. I have endorsed none actually, but
constructively became endorser for
the whole as will be seen by the
circumstances above and in no other
way.
5th Q. State how much money you have paid
for A.W. Norfleet on notes endorsed
by you to the Commercial Bank of Suffolk?
5th A. None.
6th Q. Are there any notes due the Suffolk
Commercial Bank now outstanding on
which you are endorser for A.W. Norfleet?
6th A. There are none upon which I am
endorser.
7th Q. Please state if you can, whether you
have paid to the Commercial Bank of
Suffolk any money for A.W. Norfleet?
7th A. I have not.
8th Q. Please state if from your own
pecuniary condition you can or will
be likely to pay any money to the
Commercial Bank of Suffolk for A.W. Norfleet
8th A. When it is ascertained that I have anything
on account of A.W. Norfleet I will be better
prepared to answer the question.
And further this deponent saith not

Thos. J. Elam
Sigd

Virginia,

County of Nansemond, To wit:—

I Lee Britt, a notary public for the County of Nansemond in the State of Virginia, do hereby certify that the foregoing deposition of Thomas S. Cain was duly taken, sworn to, and subscribed before me at the time and place, and for the purpose therein mentioned.

Given under my hand this 5th day of July 1886.

Signed Lee Britt
Notary Public

Witness fee and mileage
claimed and paid to T. S. Cain
by A. T. Ellis Trustee $10.00
Notary's fee paid 2.50
$12.50


SUFFOLK
JUL 2
4 PM
VA.
Joseph B. Prince Esq;
Clerk of Cir. & Co. Courts
of Southampton Co.
Jerusalem,
Va.

Dunstanstow Circuit Court. May Term 1886.

Sydney T. Ellis, Trustee, Plff:
vs. } In Chancery
Indianna V. Norfleet, A. W. Nor-
fleet. Thos G. Elam, Joseph B. Prince, Trustee, Joseph B. Prince
Guardian of Lalla Posey & the said Lalla Posey, an
Infant. Defts:

This Cause which has been regularly Matured,
and Set for hearing at Rules according to law, Came
on this Day to be heard upon the Bill taken for
Confessed as to the defendants A. W. Norfleet, Thos G.
Elam, Joseph B. Prince Trustee, Joseph B. Prince, Guardian of Lalla Posey, and
the Exhibits filed with the bill, the answer of
Indianna V. Norfleet, this Day filed, & the answer of
the infant defendant Lalla Posey by J.B. Prince, her
Guardian ad litem, filed at Rules, with general repli-
cation ~~thereto~~ to said answers, and was argued by Counsel.
On Consideration whereof the Court doth adjudge, Order
and decree, that this Cause be referred to One of the
Commissioners of this Court, whose duty it shall be, to
take, State, and report the following accounts.
1. An account Showing the indebtedness of A. W. Norfleet,
to the Complainant Sydney T. Ellis, Trustee of The Commer-
cial Bank of Suffolk.
2. An account of the amount of money, if any, paid
by The Commercial Bank of Suffolk to A. W. Norfleet,
in pursuance of the agreement alleged in the Com-
plainants bill.

3. An account of the amount of Money, if any, paid by Thomas G. Elams, for A. W. Norfleet in pursuance of the agreement alleged in the answer of Indiana vs. Norfleet.

4th. What was the agreement and Consideration upon which the Deed of bargain & Sale from Norfleet and wife to Thos G. Elams, dated 7. February 1883. was executed.

Notice of the time & place of taking the said accounts and making said enquiry need only be given to Shands & Son and Robert K. Davis Counsel in the Cause.

A Copy.

Test. J. B. Prince, Clk

Sydney T. Ellis, Trustee
vs.
Indiana vs. Norfleet &c

Sept 1/86

Ellis Trustee for Pl.

vs

Notice

Norfleet

1886. Sept. 1st

Commissioner's Office,

Jerusalem, Va., Aug 7th 1886

To Messrs: Shands & Son and
Robt. R. Prentis. Counsel for &c.

You are hereby notified that I have fixed upon the 1st day of September next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:

1st. An Account showing the indebtedness of A.H. Norfleet to Sydney T. Ellis. Trustee of the Commercial Bank of Suffolk.

2nd. An account of the amount of money, if any, paid by the Commercial Bank of Suffolk to A.H. Norfleet. in pursuance of the ~~Contract~~ agreement alleged in the Complainants bill.

3rd. An Account of the amount of money, if any, paid by Thos. G. Elam for A.H. Norfleet, in pursuance of the agreement alleged in the answer of Indiana V. Norfleet.

4th. What was the agreement and consideration upon which the Deed of bargain & sale from Norfleet trustee to Thos. G. Elam, dated Feb: 7th 1883, was executed

required to be taken by a decree of Southampton Circuit Court, rendered at the May term, 1886, in a suit in chancery depending in said Court, in which you are parties, plaintiffs and defendants; at which time and place you are required to attend.

Given under my hand, as Commissioner in Chancery of said Court, the day and year first aforesaid.

B. F. McLemore

Commissioner.

To the Sheriff of Southampton County to execute.

An Account showing the indebtedness of A.H. Norfleet to the Complainant, Sydney J. Ellis, Trustee of the Commercial Bank of Suffolk.— taken by B.F. McLemore Comr in Chancery of the Circuit Court of Southampton County, on the 1st day of September 1886. pursuant to a decree of said Court, entered at the May Term 1886, in the Chancery Cause of Ellis, Trustee &c. vs Norfleet &al:

1st	A Note, dated July 30" 1885, bearing interest from Oct 2" /85, due by A.H. Norfleet to Commercial Bank of Suffolk. for	$	1100 00	
	Int: from Oct: 2/85 to Oct: 19"/85.		3 11	
			1103 11	
	By Cash		56 00	
	Int: from Oct: 19"/85 to Apl 26"/86		1047 11	
			32 63	
			1079 74	
	By Cash		374 07	
	Int: from Apl 26/86 to Nov 1/86		705 67	
			21 64	727 31
	A Note dated July 27" 1885, bearing interest from Sept 29" 1885. due by A.H. Norfleet to the Commercial Bank of Suffolk. for		835 00	
	Int: from Sept 29/85 to July 28/86.		41 60	
			876 60	
	By Cash		261 85	
			614 75	
	Int: from July 28/86 to Aug: 4/86		61.	
			615 36	
	By Cash		86 20	
			529 16	
	Int: from Aug: 4/86 to Nov 1/86.		7 67	536 83
	Total amt debt due Bank			$ 1264 14

Respectfully Submitted
B.F. McLemore
Comr in Chancery

An Account of the amount of money paid by the Commercial Bank of Suffolk to R. W. Norfleet in pursuance of the agreement alleged in the Complainants' Bill; to wit:

To amount paid by the Commercial Bank of Suffolk to R. W. Norfleet as alleged in the deposition of J. C. Elam in answer to Interrogatory No. 3	$2000 00

Respectfully Submitted.
B. F. McLemore
Com'r in Chancery

Commissioner's Office,
Jerusalem Va.
Sept 1st 1886.

To the Circuit Court of Southampton Co:

In obedience to a decree of the Circuit Court of Southampton County, entered at the May Term 1886, in the Chancery suit of "Ellis, Trustee, &c. Norfleet & als:", the undersigned, one of the Commissioners of said Court, to whom was referred for settlement, by said decree, the following Accounts, to wit: 1st. An account showing the indebtedness of A.H. Norfleet to the Commercial Bank of Suffolk.

2nd. An account showing the amount of money, if any, paid by the Commercial Bank of Suffolk to A.H. Norfleet, in pursuance of the agreement alleged in the Plaintiffs bill.

3d. An account of the amount of money, if any, paid by Thos. G. Elam to A.H. Norfleet, in pursuance of the agreement alleged in the answer of Indiana V. Norfleet.

4th What was the agreement and conditions upon which the deed of bargain & sale from Norfleet & wife to Thos. G. Elam, dated Feb: 7th 1883, was Executed, reports to Court, that on the 7th day of Augt: 1886, he issued

Notices against Robt R. Prentis and Shands & Son, Attorneys, (the decree directing that Notice should be served, only, on them) requiring them to attend the taking of said Accounts, at his Office in Jerusalem, on the 1st day of September 1886, that legal service of said Notice has been acknowledged by said Prentis and Shands & Son. That on the said 1st day of Sept 1886, he proceeded to examine the deposition of Thos. G. Elam, (that being the only evidence produced before your Commissioner) & State the accounts hereinbefore mentioned, to wit: 1st — An account showing the indebtedness of A. W. Norfleet to the Commercial Bank of Suffolk, and finds a balance due said Bank, by said Norfleet, as of the 1st day of Nov: 1886, inclusive of interest, of $1264.14

2nd, that the amount of money paid by the Commercial Bank of Suffolk to A. W. Norfleet, in pursuance of the agreement alleged in the Plaintiffs bill, is $2000.00. 3rd — That Thos. G. Elam has paid no money to A. W. Norfleet, in pursuance of the Agreement alleged in the answer of Indiana V. Norfleet.

4th — What was the agreement and consideration upon which the deed from A. W. Norfleet & wife to Thos. G. Elam, was Executed?

In answer to the above interrogatory, the Commissioner submits the following:
That on the 7th day of Feb: 1880, A.W. Norfleet & Indiana V. his wife, Executed to Thos. G. Elam, a Deed of bargain & sale for a certain lot of land, situated in the town of Franklin = That no reference is made in said deed to the Commercial Bank of Suffolk, and, as to the agreement or Consideration upon which said deed was Executed, your Commissioner thinks he can best answer by quoting from the deposition of Thos. G. Elam. (No other evidence, touching the matter having been produced): In answer to Interrogatory No. 2nd, Mr Elam says: "Norfleet had several papers due at the Bank, one of which was endorsed by L.R. Edwards, and one secured by A.J. Reynold's Note, and in order to secure the Bank in all paper due by him, he proposed and did Execute the Deed spoken of. It was given to me entirely on account of and for the protection of the Bank. I had no personal interest in the matter.
The depositions of Thos. G. Elam, upon which the Commissioner bases this report, are filed in the papers of this cause, and

your Commissioner prays that the same may be read in connection with this report.

Respectfully Submitted

B. F. McLemore

Comr in Chancery

Comr's fee $10
chg to Plaintiff

Ellis Trustee &c.
vs
Robert T
Nat'l Bank
1886 Oct 22 Filed

S. T. Ellis. Trustee &c.

~~Defendants~~ Report from J. B. Price

Norfleet &c. Trustee.

In this cause I beg leave to submit the following report. That since the last term of this Court, I was informed by a Norfleet, that the store house lot on which I held a deed of trust was unoccupied. That he owned not insurance on it and was no longer able to pay interest on the debt I represented. The property was depreciating in value and as I had no means of selling my debt except by a sale of the property, I took the liberty of advertising and selling it. My debt was one due me as a Guardian. I submit below a statement of the sale.

1886 Oct 9. By sale of store house & lot to J. A. Bryant $810.

To auctioneer	$5.00	
" handbills	1.25	
" advertising	5.00	
" Commissions 5%	40.06	
" deed	5.00	
" debt due me as Gdn L. M. Pope	738.14	794.44
Balance in my hands		$15.56

I also sold the dwelling house, but it was subject to a prior lien in favor of Jno Pruette Jr. for about $980. He has not yet given me the exact sum. and I

dont know exactly what will be in my hands from that source. The price the dwelling sold for was $1025.00. There will be a small balance in my hands from this source.

Respectfully submitted

Oct 12. 1886.

S. B. Turner Trustee

To Judge Cir. Ct.
Hampton

Ellis Hunter &c
vs
Ann Hunt.

Report from
S. B. Turner
Trustee

1886. Nov 5
Filed

Job Printing Executed with Neatness and Dispatch.

Franklin, Va., ... 188

Mr. J. B. Prince, trustee in deed of trust from A.W. Norfleet & wife

To Franklin Gazette, Dr.

Bills Rendered Monthly. Subscription $1.50 Per Year.

Sept	5 6 / 16	To 3 inch ad of trustees sale of A.W. Norfleets real estate, 4 times	5	00	
		To 50 1/8 bills for same	1	25	6 25

Rec'd Oct 16th 88 W.H. Thorne

Received Dec 20. 1887 of D B Prentice
Special Comm Lem & 81/100 dollars
Taxes for 1886 - on Northeast (A.W.) property
sold by him -.

A. F. Cobb D.-T.

Received Sept 23. 1890 of L. B. Prince
Com. Ten dollars - in full
Offer for copying papers in
suit Ellis Hunter v Duplert.

L. A. Gay Com.

Received Sept 23. 1891 of L. B. Lowe
Trustee five dollars fee for
copies papers under deed of
trust from Thos Parker wife
in favor of C. C. Vaughan & D. P. Gay.

L. A. Gay Clk

Sydney T. Ellis, Trustee

vs.

Indiana V. Norfleet, A. W. Norfleet, Thomas G. Elam, Joseph B. Prince, Trustee, Joseph B. Prince Guardian of Lalla Pope, and the said Lalla Pope, an infant. -

To the Honorable George B. Sow Judge of the Circuit Court of Southampton County:

The amended bill of your orator Sydney T. Ellis, Trustee respectfully represents to this Court that he heretofore exhibited in this Court his original bill of complaint against Indiana V. Norfleet, A. W. Norfleet, Thomas G. Elam, Joseph B. Prince, Trustee, Joseph B. Prince Guardian of Lalla Pope, and the said Lalla Pope, an infant, alleging ~~that he was entitled~~ among other things, that A. W. Norfleet was indebted to him as the assignee of the Commercial Bank of Suffolk and that he was entitled to have certain a certain parcel of land fronting 57 feet on the North side

of Second Avenue in the Town of Franklin Va. sold for the satisfaction of the said debt, and that the said land was also subject to a lien by deed of trust to secure a debt due to Joseph B. Prince Guardian of Lalla Pope which deed of trust it was alleged is also a lien upon certain other real estate. And the said original bill prayed that the said other real estate might be first ~~sold~~ before the said Prince Guardian should be allowed to resort to the real estate which your orator claims the right to sell for the satisfaction of the debt due the Commercial Bank of Suffolk. At the May Term 1886 the ~~said~~ Court entered a decree for accounts and the questions involved are now pending before Commissioner B. F. McLemore.

By way of amendment and supplement your orator alleges that notwithstanding the pendency of the said original suit Joseph B. Prince Trustee who is also the Guardian of Lalla Pope, has advertised the lot for sale at

public auction in Franklin Va. on 9th. October 1886 in utter disregard of your orator's right to have the other real estate covered by the said deed to Joseph B. Prince, Trustee first subjected to the lien in favor of Joseph B. Prince Guardian as aforesaid.- ~~Your orator alleges that~~ A copy of the advertisement of the said sale is herewith filed marked Exhibit No. 1, and your orator prays that it may be read as a part of this bill.- Your orator is informed and therefore charges that if the said Prince Guardian is required to resort to the other real estate upon which he has a lien before subjecting the parcel of land on Second Street in Franklin Va., then that the said Prince Guardian can secure his debt without interfering with the security for your orator's debt, but if he is allowed to proceed your orator's debt will be wholly lost.-

Forasmuch therefore as your orator is without remedy save in a Court of equity where such matters are

properly cognizable and deliverable he prays that Indiana V. Norfleet A. W. Norfleet, Thomas G. Elam Joseph B. Prince Guardian of Lalla Pope and the said Lalla Pope an infant under the age of twenty one years, may be made parties defendant to this bill and required to answer the same (but answers under oath are waived) that Joseph B. Prince, Trustee his agents, attorneys and all other persons may be enjoined restrained and prohibited from selling that certain storehouse and lot fronting 57 feet on the North side of Second Avenue in the town of Franklin Va. recently occupied by A. W. Norfleet until the further order of the Court, and for such other further and general relief as the nature of the case requires and the principles of equity justify. -

And your orator will ever pray &c.

Let a subpoena go &c.

Sydney T. Ellis Trustee

Rob. R. Travis p.q.

State of Virginia
County of Grandemond to wit:
This day Sydney J. Ellis
personally appeared before me
and made oath that the statements
contained in the foregoing bill so
far as made of his own knowledge
are true and so far as made
from knowledge or information
derived from others he believes
them to be true.
Given under my hand this 28.
day of September 1886.

Robt. R. Prayfis
Comm. in Chancery.

Ellis, Trustee

v. Injunction

Order

Norfleet et al

In Vacation:
In the Circuit Court of Southampton County the Day of 1886.-

Sydney T. Ellis Trustee

vs.

Indiana V. Norfleet &c.-

On the motion of the complainant an injunction is awarded according to the prayer of the amended bill to prohibit and restrain Joseph B. Prince Trustee his agents attorneys and all other persons from selling or offering for sale the storehouse and lot recently occupied by A. H. Norfleet and fronting 57 feet on the North side of Second Avenue in the town of Franklin Va. until the further order of the Court.- And for reasons satisfactory to the Court no bond is required of the complainant, but this injunction shall take effect forthwith and without condition precedent.-

Sydney T. Ellis Trustee

v. Deed

Indiana D. Norfleet et al

Entered 5 May 1886

Geo. Blow.

Sydney T. Ellis Trustee -

v.

Indiana V. Norfleet, A. W. Norfleet, Thomas G. Claw, Joseph B. Prince Trustee, Joseph B. Prince Guardian of Lalla Pope, and the said Lalla Pope, an infant. -

This cause ~~and~~ which has been regularly matured and set for hearing at rules according to law came on this day to be heard upon the bill taken for confessed as to the defendants A. W. Norfleet, Thomas G. Claw, Joseph B. Prince Trustee, Joseph B. Prince Guardian of Lalla Pope, and the exhibits filed with the bill, the answer of Indiana V. Norfleet this day filed and the answer of the infant defendant Lalla Pope by J. B. Prince her guardian ad litem filed at rules, with general replication to said answers, and was argued by counsel.

On consideration whereof the Court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this Court whose duty it shall be to take, state and

report the following accounts:

1. An account showing the indebtedness of A. W. Norfleet to the complainant Sydney T. Ellis Trustee of the Commercial Bank of Suffolk. -
2. An account of the amount of money if any paid by the Commercial Bank of Suffolk to A. W. Norfleet in pursuance of the agreement alleged in the complainant's bill. -
3. An account of the amount of money if any paid by Thomas G. Elam for A. W. Norfleet in pursuance of the agreement alleged in the answer of Indiana V. Norfleet. -
4. What was the agreement and consideration upon which the deed of bargain and sale from Norfleet and wife to Thomas G. Elam dated 7. February 1883, was executed. -

Notice of the time and place of taking the said accounts and making said enquiry need only be given to Shands Son and Robert R. Prentis counsel in the cause). -

~~89~~ 88

Sydney J. Ellis, Trustee

77

v. Deeree

Norfleet Cothran

Entered 9 Nov. 1887.

C Mahler

Entered 26

the said real estate.—

Sydney J. Ellis, Trustee,

v.

Indiana V. Norfleet and others.

This cause came on this day to be further heard upon the papers formerly read and upon the report of B. F. McLemore Commissioner dated the 1st. day of September 1886 and filed the 27nd. day of October 1886, to which no exceptions have been taken, and was argued by counsel:

On consideration whereof the Court doth in all respects ratify, approve and confirm the said report, and doth adjudge order and decree that Joseph D. Prince, Trustee, do pay to the complainant or to Robert R. Prentis, his counsel the balance of the proceeds of the sale of the real estate in the bill described (sold by him on the 7th. day of October 1886) after first paying the expenses of the sale and the debts due to L. M. Pope's Guardian and to John Pretlow Jr. secured by deeds of trust upon