

1894 - 16

Southampton County Chancery - Williams, H. K. vs Pretlow, Dr. T. J. et al

Pretlow, John, Jr.

injunction be awarded complainant
restraining the defendant & their
agents & attorney from selling or
instigating further proceedings until
Court can settle -

Williams
ms 3
Pittlow & Co

76

Entered

To the Hon. C. W. Hill, Judge of the
Circuit Court of Southampton County.

Your orator H. K. Williams humbly
complaining respectfully represents to the
Court that Dr. J. J. Pretlow trustee has
advertised for sale his farm lying, being,
and situate in said Southampton County
in the State of Virginia containing 372 $\frac{1}{2}$
acres more or less and joining the lands
of Edwin Williams, Geo. T. Bryant and others
on the 20th day of November at Courtland,
as will appear by reference to one of the
notices actually posted herewith filed
as exhibit marked "A" and prayed to be
read as a part of this bill by virtue of
a deed of trust referred to in said
notice, a copy of which is filed herewith
marked "B" and prayed to be read as a
part of this bill.

Your orator ^{represents} ~~says~~ that it will
appear by said notice that said trustee
says "default having been made in the
payment of the debts secured therein" by which
he infers that the whole debt therein
incurred is demanded. Your orator says
that he is entitled to credits on said ^{bonds} which
he is informed has never been placed

thereon, namely an account for 18th with
interest thereon for 17 years, and for
divers other sums and amounts, which have
been from time to time paid in cash,
Jann orator says that he has paid
four of ^{void} debts or bonds in said deed
of trust mentioned and has receipts
therefor, and that he has paid divers
sums of money on the others for which
he has no receipts. Jann orator says the debts
in said deed of trust embraced were evidenced
by bonds and were made payable to Thomas
J. Pretlow but in a short time after their exe-
cution these said bonds were assigned or
paid to John Pretlow Jr. who now holds them
and who it was directed said trustee to sell
for a sum of money, the amount of which
to say the least, is in dispute and is
doubtful.

Jann orator says that on or
about the month of January 1879 the said
John Pretlow who then and there held said
bonds demanded of him compound
interest, that is to say ^{interest} on interest or
else he should proceed to sell the said
property, and to avoid a sale of his home
he then and there promised and agreed
to pay interest on interest or compound

interest and that from time to time he paid to said John Prettow Jr. divers sums of money as and for interest at a greater rate per cent than is allowed to be collected by law, that is to say six per centum per annum with interest on said interest at same rate from the end of each ^{year} still it was so paid, Your orator says that the said debts in said deed & notice named were and are usurious, and that as soon as there not already paid in full are purged of usury and hence the credits applied to which your orator is entitled he is ready to pay the balance due and here and now offers to do so.

It is as much as your orator is remediable some in this court where such matters are done and properly cognizable he prays that said Dr. J. J. Prettow trustee and John Prettow Jr. may be made parties defendants to this suit and required to answer this bill, but an answer on oath is expressly waived, that an account be taken & stated and reported to court showing the balance due on said debts in said deed & notice of sale mentioned, that the said debts may be purged of usury, that all sums of money paid there-

on be applied to the principal of the unpaid
debts, that an injunction be awarded
your complainant restraining said defend-
ants their agents and attorneys from selling
or further proceeding to sell said lands
or any part thereof ^{until} the amount due
is ascertained, and the question of usury
settled, that all orders and decrees
be entered as the nature of the case
may require, that all such other and
further general relief may be afforded
your orator as to equity and good
conscience may ^{seem meet} ~~require~~ and ~~they~~ will
ever pray &c.

W. S. Holland Esq.

H. K. Williams
by W. S. Holland his
attorney

Virginia: Southampton
County of State of Virginia, to wit:

I, G. Lawrence a Justice of the Peace
in and for the County & State in the caption of
this certificate written, do certify that H. K.
Williams whose name is above written
and signed by his attorney, personally came
before me in my said County & State and made
solemn affirmation in due form of law

that the statements contained in the foregoing bill in equity are true and correct to the best of his knowledge, information and belief.

him under my hand this 10th day of November

1893

L. H. Lawrence J. P.

Williams

vs } Deceit

Prellow & ~~Co~~

On motion of the complainant ^{in open court} an injunction is awarded him restraining the defendants Dr. J. Prellow Trustee and John Prellow Jr. their agents and attorneys from selling the lands in the bill and exhibits mentioned and from further attempting to sell the same till the further order of this court, but this injunction shall not take effect till the complainant H. K. Williams or some one for him shall enter into a bond before the clerk of this Court in the penalty of \$150 with surety by said clerk deemed sufficient and payable and conditioned according to law

To be entered
C. H. L.
Nov 13. 1893

Trustees Sale of Land

By virtue of a Deed of Trust executed
on the 26th day of February 1876 by
Henry K. Williams to the undersigned
as Trustee, conveying the tract of
land upon which said Williams
now resides, containing $3\frac{1}{2}$ acres
and bounded by the lands of
Edwin Williams George T. Bryant
and others, default having been
made in the payment of the
debt secured therein, I shall offer
for sale at public auction at
Roxbury Pa, in front of the
Court House door at 12 o'clock (noon)
on the 20th of November 1898
(that being Court day) the afore
said tract of land

Terms Cash

For any information apply to
Dr. J. J. Pratt
Trustee.

Williams

Fr" { Stat: Rules

Gretlow et al

H. K. Williams

Off.

or

J. B. Lawrence

On P. J. Prillow Trustee Defs

+ John Prillow Jr

1893 Nov. 17. Process issued to 2 Nov Rules

" 2 Nov. Rules Process out & Executed

Recd & Ex. filed, decreed nisi.

~~+ Dec Rules, Bill taken for
confessed and cannot sit
for hearing.~~

1893 Nov 29 Dismissed by order
of ~~the court~~.

The Deposition of H. K. Williams taken before me Geo. W. Lawrence a justice of the peace at the office of J. L. McEwen this 28th day of November 1893 pursuant to agreement between the parties as to time & place, to be read as evidence in behalf of the plaintiff in a certain suit in equity in which H. K. Williams is plaintiff and John Preble Jr. et al. are defendants defending in the Cir. Court of Southampton County.

Present W.S. Hall and atty for Staff.
I .. J.L. McLeamy, .. Dft.

14 H. K. Williams being duly sworn deposes
15 and says:

1. ¹⁶ State your name, age, residence, occupation
¹⁷ and whether you are plaintiff in this suit?

18 Ans. H. L. Williams is my name, 53 yrs old, former
19 reside in Southampton Co on the farm in the
20 bill mentioned, am plaintiff in the suit
21 above named.

2 *ques.* How much of the debt named and embraced in
the deed of trust filed with the bill has been
paid?

Ans. Four of the bonds each for 275 \$ have been
paid and one of the other four is entitled to
a credit of \$92 ⁴⁵/₁₀₀ as of February 17th 1891

3 ques 28 what interest has been paid, that is to say, up
29 to what time has all interest been paid?

Ans. up to January 1st 1892 as will appear from
a receipt herewith filed marked No. 1

4 Dec. 36 Your bill contains an allegation to the effect
33 that some time after John Peltard Jr. ~~got~~ had said

bonds assigned to him a demand for interest on interest was made by said Prattle, please tell what demand, if any, was made and what you agreed to do?

Ans. Well sir, it was some time in January 1879, that I saw Mr. John Prattle Jr. and told him I was not ready, that I could not pay him at that time, he said he was leaving by waiting on me for the money, that he could not wait unless I would agree to pay him interest on the interest, which I did do after that, that is if extended as much as fifteen days after January 1st in each year, if it was paid in less time than 15 days I do not think I paid him any interest on interest. I agreed to pay interest on interest at the time of the conversation above alluded to. He demanded it in that way, that he could not wait.

5 ques.

State as nearly as you ^{can} what interest on interest you have paid since the time alluded to in your last answer?

Ans. I cannot state exactly, but I paid interest on interest from January 1st to the dates of the receipts I have of you.

6 ques.

Take receipt No 2 tell what interest on interest you paid, that is to say on what ^{amount} of interest and for what time?

Ans. I paid 6% int. on 99th mentioned in the receipt from January 1st 1881 to April 18th 1881 or \$1.75

7 ques.

Take No 3 and give same explanation?

I paid compound interest at 6% on 99th from January 1st 1883 to March 15th 1883 or \$1.24

10 ques

Take to 4 and give some explanation?

I paid interest at 6% on \$99 from Jan'y 1st 1885 to March 28th 1885 or \$1.47

This receipt includes 1883 and I am satisfied I paid interest on interest on that but I have no recollection as to the date the interest for 1883 was paid and so cannot say for what time I paid interest on interest as to that payment.

11 ques

Take to 5 and explain?

Ans. I paid interest at the rate of 6% on \$99 from Jan'y 1st 1886 to February 27th 1886 or 96 cts

12 ques

Take to 6 & explain.

I think I paid ^{about} 50 \$ about 12 mos after it was due which fully and the 49 \$ in the receipt make \$99, I paid interest on interest on 49 \$ from Jan'y 1st 1887 to

Jan'y 1st 1889 and on the 50 \$ I cannot say positively whether I paid him in third or that or not but I think I paid some money on that for one year or \$8.88

13 ques

These receipts copy inf on the books kept for the year 1884, 85, 86, 87

13 ques

Take to 7 & explain?

Ans. I paid no compound interest on that at all.

14 ques

I am saying you began to pay compound int for the year 1877 when did you stop paying such int.?

Ans. I paid compound int up to Jan'y 1st 1887 as explained in regard to receipt No 6, I paid it Jan'y 1st 1889. ^{that year and} on the int. on the ^{the} bonds for 1888, 1889, 1890, 1891 I paid no compound interest.

15th ques. You say you paid interest on interest for the years 1880, 1882, & 1883 you have explained, & you paid in 1885 & 1884, how about the years from 1877 to 1887 not embraced in the above receipts to wit: 1881 & 1884?

Ans. I cannot tell at what ^{time} the interest for those years were paid, if I paid it in January of the following year I paid no compound interest but if I paid it later I paid compound interest.

16th ques. The sum of .99 \$ mentioned in these receipts and in one 49 \$ as a balance was for what? Ans. These sums were for interest on the bonds held by Mr. Pretlow at 6%, and the compound interest is not included in said amounts at all, but was paid as I have stated in addition to these sums.

17th ques. In your bill you allude to a claim of \$18 with interest for 17 years, please say what Mr. John Pretlow Jr. has ever said to you in this regard, state whether you called on him for it and if so what he said?

Ans. I am not positive about the date, but I asked Mr. Pretlow to ride down & see the fence, his reply was to me that he was never going, that he was not going to bother with it. He said go along and do the fence up and I will pay for it, these were his words to me. I told him how many panels there ^{were} and his estimation was that it would take 3000 rails to put a good fence, and he put them at 80 cts per hundred for cutting, hauling, &

18 ques.

or putting up, which ^{amount} to \$24.00 and he paid me of that in 1889 six (6) dollars, saying he considered that six dollars or one fourth was his wife's portion, and that I must collect the balance of \$18 out of the legacies of Dr. J. J. Pretlow Sr.

What did he ^{make it your duty} say, ~~you must~~ collect the balance out of the legacies of Dr. J. J. Pretlow Sr.?

Ans - I do not recollect for certain what he said, but I suppose it was because they had a part of the estate. Three fourths -

Since you requested my name, he did tell me he would write to them in regard to it, but I heard no more about it.

19 ques.

Is the Dr. J. J. Pretlow Sr. whose legacies you refer to the same J. J. Pretlow Sr. to whom the bonds in the deed of trust were at first due & payable?

Ans. He is

20 ques.

How much interest is due on the \$18 which you have said Mr. John Pretlow Jr. promised to pay?

Ans. It was to have been done in 1876 and was done about 3 or 4 years after that.

21 ques.

Ans. If it the work was done 3 or 4 years later than 1876 it was done in 1879 or 1880 and ~~the~~ int. is due from that time - am I not correct?

Ans. That is right.

Cross Examination
by Defendant Counsel

Q. no. 1 Why have you brought this suit against Mr. Pretlow, & stopped the sale of your farm?

Ans. I did it for the simple reason that I didn't think he had treated me right about it.

Q. # 2 Whence has he treated you wrong in the matter?

A. (Question & answer accepted to)
Well he has never done what they promised to do. He charged me more than what I ought to have paid.

Q. no. 3 How has he charged you more than you ought to have paid?

A. I have been paying him compound interest. Didn't you agree to pay him ~~compound~~ ^{interest} interest after the same became due?

A. I did sir: in a certain way, it was ^{that} or do worse, I had to pay him that or be turned out of a house & home, it was upon those grounds that I agreed to pay it.

Q. # 4 Did he tell you that unless you paid him this compound interest he would ~~turn you~~ ^{turn you} out of house & home?

A. He didn't tell me exactly in those words but ~~said~~ ^{said} that he had to have his money by some means or other.

Q. # 5 When was the first bond secured in the suit of Trust due?

A. January 1st 1877.

Q. # 6 Was it paid at maturity, & have all or any of them been paid when they became due.

A. They have not.

Q. # 7 Then Mr. Pretlow has been waiting on you for the payment of these bonds for more than 15 yrs has he not?

A. He has for the bonds. but he demanded the interest.
Q. # 8 Has not the land gotten less valuable than it
was when the debts were contracted?

A. I suppose it has as every thing else has. The
buildings are all much better.

Q. (9) You mention in your examination in chief in
different amount \$14³⁰ paid to Mr. John Pretlow Jr
at different times between the years 1881 + Jan. 1st
1889 as interest on interest, are you certain
that you paid him as much as that?

A. I am sir; and more,
Q. (10) When was the last time you paid interest on
interest to him?

A. January 1st 1889.
Q. (11) Has not Mr. Pretlow paid you back all the
compounded interest that you ever paid him on
the bonds he holds against you?

A. He has not. - (Notice is hereby given by Petitioner
that defendant desires to introduce new matter foreign
to the bill & the answer. he thereby makes the witness his
own witness) (Defendant denies that any new matter
foreign to the bill & answer is being introduced or that
he makes the witness his own)

Q. (12) Witness is here shown a paper receipt marked
"X" + asked if he signed the same?

A. I could not say positively whether it is or not, it
looks like my signature.

Q. (13) Don't you know that is your signature?

A. I do not. and I know it was not the whole amount.

Q. (14) Have you ever paid more than 6% interest on the
8 bonds secured by the deed of Trust or was there ever
any agreement between you & Mr. Pretlow Jr that
a higher rate than 6% should be collected?

A. Not more than compounded interest.

Q. (15) Did you pay compound interest on the bonds or was it on the interest alone & separate from the bonds?

A. I paid interest on the interest that was due?

Q. (16) You agreed with Mr. Pretlow to pay that after the interest was due did you?

A. It was some time about the time that the interest fell due that I promised to pay it, it may have been ~~few days~~ before or a few days after. I don't recollect.

Q. 17. Outside of the compound interest which you say you have paid Mr. Pretlow, on the interest after it (the interest) had fallen due, have you paid or been required to pay or was there ever any demand of you of a higher rate than 6% on the bonds?

A. No sir.

Q. (18) If Mr. Pretlow had paid you back all the interest on interest which you say you have paid him, you would not consider that he had treated you wrong or given you this cause of action against him would you?

A. (Question excepted to by Pltffs Counsel)
For some reason I should, He attempted to sell the place with the crop in the field, (my own crop & my crop.) on Octo. 14/1893.

Q. (18) Why didn't he sell it then?

A. I couldn't tell. I objected to the notice of time.

Q. (19) Didn't Mr. Pretlow & Dr. Pretlow also, go to you & tell you that if you would pay the interest on the debt, or give them one fourth part of the ~~debt~~ ^{deposits} for this year that they would not sell & didn't you agree to do that?

A. Dr. Pretlow came to me & we agreed to give Mr. Pretlow 1/4 of peasant.

Q. (20) Why did they fail to take the peasant?

A. I don't know. But they advertised the place for sale. On the first Monday in Octo. I made an agreement with Dr. J. J. Pretlow the trustee to give Mr. Joe Pretlow 1/4

Q. 21.
A.

of the peanuts delivered at this place +
When did they advertise to sell the second time?
I don't recollect, it was some time after October
Court. At Oct. Court Mr John Pretlow Jr came to
me & demanded of me 200 bushels of peanuts, which I didn't
have after paying expenses.

Q. (22)

When Mr. Pretlow paid you the \$600⁰⁰ alluded to
as his part of costs & fines, did he not tell you
that he did it as a compromise, that he knew nothing
of the claim & didn't consider himself in any way re-
sponsible for it?

A.

He did not.

Q. (23)

Did you deliver the peanuts at Courtland as agreed
between you & Dr Pretlow the Trustee?

A.

Certainly I did not they were not out of the ground
& I couldn't do it.

Q. (24)

Is what you have stated all that has passed be-
tween you & Dr Pretlow as regards the peanuts or the
sale of your land?

A.

That's all that I recollect, that was all the offer
that were made by Dr Pretlow.

Re. Examination by Pltff.

Q. (1)

In your answer to some question & examinee
you allude to improvement in buildings please state
the extent of that improvement?

A.

Between 300 & \$500, at least \$500 I reckon

Q. (2)

Please look at paper marked "X" again & say if
you know whether the body of it is in the hand
writing of Mr John Pretlow Jr.?

A.

It looks to me like it is his hand writing.

Q. (3)

I understand you in the direct examination -

1 & cross examination to swear positively that
2 Mr Pretlow has never refunded ^{to you} all the compound in-
3 terest paid by him as such. Am I correct?

4 It is correct I do swear to it.

5 Has any part of the \$18⁰⁰ or the interest thereon
6 ever been paid by any body?

7 It has not.

8 And further this deponent says it is not.

H. H. Williams

9 Engaged in Taking

10 Depositions Five Hours 75^c \$3.75

11 L. Lawrence J. P.

Williams
vs

Decree

Prillow et al

On motion of the Complainant
in open Court an injunction is awarded
him restraining the defendants Dr J. Prillow
Trustee and John Prillow Jr. their agents and
attorneys from selling the lands in the
lice and exhibits mentioned and from further
attempting to sell the same till the further
order of this Court, but this injunction
shall not take effect till the Complainant
H. K. Williams or some one for him shall
enter into a bond before the clerk of this
Court in the penalty of \$150 - with security
by said clerk deemed sufficient
and payable and conditioned according
to law.

Copy
Gite J. W. Howard etc.

Williams

Sum.

Prillow et al
1893 3rd Nov. Rules.

lin. l. t.

Executed Nov. 20;
1893 by delivering a
copy to this Sum. to
Dr. J. Prillow Trustee &
John Prillow Jr

J. Williams
D. H.

Holland p. 4.

I hereby certify that bond has been
given in this case with security deemed
sufficient by me, J. W. Howard etc.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON

Wm. J. Pellow Trustee
& John Pellow Jr

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 *third* Monday in *November 1897* next, to answer a Bill in Chancery exhibited against *them* in our said Court by *H. K. Williams*.

And this *they* shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this *17th* day of *November*, 189*7*, in the 11*th* year of the Commonwealth.

TESTE:

T. M. Howard, C. C.

Memorandum of
Agreement

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Memorandum of agreement:

- (1) That this suit shall be dismissed and plaintiffs costs paid ^{out of} trust funds
- (2) That the trustee advertise and sell the land in Dec. County Court ¹⁸⁹³ pursuant to terms of deed of trust, and funds applied to pay out costs of suit and sale and balance as directed by the deed of trust.
- (3) That John Prellow Jr. agrees that H. K. Williams may occupy the premises till December 31st / 1894, ^{with the purpose of rent} by keeping up the place, that is to say, to keep the fences, ditches and buildings in as good condition as at present wear & tear and unavoidable accident by fire etc. excepted.
- (4) That Mr. John Prellow Jr. will release L. L. Williams and his estate of all liability by reason of the said L. L. Williams being surety on the bonds in the bill and proceedings mentioned.
- (5) That this is a compromise settlement and is to be final and binding upon the parties forever.

John Prellow Jr.
H. K. Williams

Retlow & als.
ads. Notice
Williams

1893 Nov. 29th.

Executed Nov. 23rd
1893 by delivering
a copy of the Notice
to Mary E. Williams
latter of H. K. Williams
a member of his
family over the age of
eighteen and explain
my object to her
the said Williams not
being found at his
usual place of
abode J. H. Williams
JH

To
Henry K. Williams,

Take notice that we shall move the
Judge of the Circuit Court for Southampton County,
at Burlington Va. On Wednesday the 29th day of Novem-
ber 1893 to dissolve the Injunction, granted in
open Court on November 13th 1893 in the Chancery
cause of H. K. Williams vs. Jno Pretlow Jr. & others
restraining the said Jno Pretlow Jr. & Dr. J. J. Pretlow
Trustee their agents and attorneys from selling the
lands in the bill and proceedings mentioned & from
further attempting to sell the same.

Nov. 21/1893

Yours Obedient Servants,

Jno Pretlow Jr.

Dr. J. J. Pretlow

By J. L. McLeone their Attorney.

In the Circuit Court for Southampton
County.

The separate answer of John Trotter
Jr. to a bill of complaint exhibited against
him and others by H. F. Williams in the
Circuit Court for Southampton County.

The respondent, reserving to himself
the benefit of all just exception to the said
bill, for answer thereto, or to so much ~~there~~
of as he is advised it is material that
he should answer: answering says: It
is true as stated in Plaintiff's bill
that Dr. J. F. Trotter Junior did advertise the
farm of H. F. Williams, the Plaintiff, for
sale as set forth in the Complainant's bill,
it is also true that the notice of sale, says,
"default having been made in the payment
of the debts secured therein" which your
respondent states is a fact, as there are
yet four bonds in his hands all of which
have been due more than 9 years. Your
respondent has never denied nor intimates that
the complainant had not paid some of the
bonds originally secured by the deed of trust.
For he has. But your complainant de-
nies emphatically that either of the four
bonds of \$275 each now held by him
have been paid or any part thereof save
the interest which has been paid up to
January 1st 1895. and \$92⁰⁰ paid on the

Principal of the bond falling due January 1st 1881. which sum of \$92⁴⁵ was paid Feby 17th 1891.

Your respondent denies most positively that the Complainant is entitled to credit on said bonds or either of them, which has not been placed thereon, but on the contrary he says that he has credited the bonds with every payment ever made by the plaintiff, and as fast as he has paid off a bond it has been delivered to him, the said William, that as to the account of \$18⁰⁰ with interest thereon for 17 years he does not morally legally or equitably owe the same or any part thereof, that in all of these years since 1876 or 1877 when these bonds came into your respondents hands, Mr. Williams has said nothing about having this account credited on the aforesaid bonds or either of them. although he has at sundry times made payments thereon and your respondent again denies that he should be credited with the account or any part thereof.

Your respondent does not ~~know~~ nor does he care whether the Complainant has paid sums of money on the aforesaid bond without having taken receipts therefor, or not, but he does know that the bonds have been credited with every payment

ever made by the complainant, and the charge in the bill of complaint that the same has not been done, is wholly untrue. Your respondent denies that the amount now due on the bond held by him is uncertain, but says that the same is as certain in amount as legacy executor's bonds can make it.

The charge that your respondent "about the month of January 1879. demanded of the Complainant compound interest on the bond due him, or else he should proceed to sell the said property & that to avoid a sale of his house he then & there promised to pay compound interest, or interest on interest &c" is positively & unqualifiedly untrue, and a wilful fabrication on the part of the plaintiff; that the said bonds in the said of Trust & Notice mentioned were and are usurious as charged in the plaintiffs bill, your respondent positively denies, and on the contrary would say that the bonds on their face bear "legal interest from Jan'y 1st 1876" and that there has never been any contract between the parties for a higher rate than 6% nor has

*The said Williams here refused to pay any higher rate than 6% by your respondent, and after as well as all of the other material allegations in the bill your respondent demands the strictest proof.
Your respondent has given Mr. Williams

every opportunity to pay off the debt secured by the deed of trust as the length of time the matter has been standing will show. but he has stopped paying any interest, thereby increasing the size of the debt until the same is larger than the value of the land, and unless the property can be sold very soon your respondent will loose a considerable portion of his debt; indeed it is highly probable that the property will not now sell for sufficient to liquidate the debt, which is daily growing larger with the property daily depreciating in value.

Your respondent therefore prays that the said Injunction may be dissolved, and that the Trustee Dr. J. J. Pretlow may be permitted to sell the property in accordance with the terms of the Deed of Trust, paying the expenses of sale and your respondent the amount due him as evidenced by the bonds aforementioned, the balance if any pay to the said H. K. Williams, or to such parties as may be entitled thereto. and that such further relief whether special or general may be granted as the nature of the case may require, or to equity may seem meet.

1893. Apr 27 filed
J. M. H. Lib.

And having fully answered this respondent
prays hence to be dismissed with his reason-
able costs in this behalf expended.

(sign) John Pretlow Jr.

Virginia

County of Southampton to wit:

This day personally appeared before
me L. R. Edwards, a Justice of the peace for
the County of Southampton & State of Virginia,
John Pretlow Jr., whose name is signed to
the writing above, and made oath that the
statements contained therein are true to the
best of his knowledge and belief.

Given under my hand this 25th day of Nov. 1893

L. R. Edwards Jr.

Williams
v 3 Diaper

Pittow & al.

To be entered in
~~vacation~~ Nov. 29.
~~1893~~

C. W. J.

We consent to
this decree
Nov. 29/93

W. S. Halliday atty
for Plaintiff

J. M. Lemox atty
for defendant.

In Vacation

W. K. Williams

vs. Dr. J. Pretlow
John Pretlow Jr. & Dr. J. Pretlow

This day this cause came on to be heard, ^{by consent of parties} upon the bill and answer filed. The memorandum of agreement between the parties this day filed by leave of the Court, and was argued by Counsel. On consideration whereof, it appearing to the Court that all questions raised have been settled by compromise, the Court doth adjudge order and decree that the Trustee Dr. J. Pretlow proceed to sell the tract of land in the Decree of Trust mentioned, on Decr. County Court day 1893. in accordance with the terms of the said ^{and one of the purposes of such sale} deed, ^{as said sale} pay first the costs of this suit, & secondly the remainder of the bonds now held by John Pretlow Jr. & the balance, if any, to such parties as may be legally entitled thereto.

And the Court doth further adjudge order & decree that the aforesaid compromise agreement filed in the papers of this cause, marked "Z" be made firm & binding between the parties John Pretlow Jr. & W. K. Williams, & nothing remaining to be done in this cause it is ordered that the same be removed from the docket.

Know All Men by These Presents, That we,
Geo. W. Williams

H. K. Williams &

Jna. Prillow Jr & P. J. Prillow Trustee
are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of

One hundred & fifty Dollars, to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation, and also waive any claim, right or privilege to discharge any liability arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State.

Sealed with our seals and dated this 17th day of November A. D. 1893,

THE CONDITION of the above obligation is such, that if the above bound

H. K. Williams

who did on the 13th day of Nov. 1893 obtain from Judge C. W. Hill Judge of the Circuit Court of Southampton County in Chancery sitting an Injunction enjoining and restraining, J. Prillow Trustee and John Prillow Jr their agents and attorneys from selling the lands in the bill and Exhibits mentioned and from further attempting to sell the same till the further order of this Court, shall pay all costs and damages which the defendants may sustain by reason of the serving and of this injunction in case the same shall be dissolved.

shall faithfully discharge the duties of
or else to remain in full force and virtue.

office or trust according to law, then the above obligation to be void,

Signed, sealed and delivered }
in presence of the Court.

H. K. Williams

Geo. W. Williams



JAMES L. MCLEMORE,
ATTORNEY AT LAW,
COURTLAND, VA.

Mr. J. C. Parker
Franklin
Va.

Receipt of
H. K. Williams

JOHN PRETLOW, Jr., President.

E. F. ATKINSON, Cashier.

BANK OF FRANKLIN.

Franklin, Va. Feb: 27th 1889

Recd of H. K. Williams
Ninety Nine Dollars (\$99.00)
in full of interest up-
to Jan 1st 1886 on
Bonds I hold against him —
John Pretlow Jr.

Franklin, Va., Dec 13th 1889

This is to certify that John Pretlow
has received from me Seven Dol-
lars & 30 cents, which I paid him
for waiting for Bonds to rise,
thereby paying him interest on interest
or usury; & this amount includes
all the interest paid on interest
to him by me on the Six Bonds
he holds against me — As
witness hand the Day & Date above —
H. K. Williams

April 18th 1881

Recd of H. R. Williams Ninety (\$99.00) Nine
Dollars to be applied to the payment of
Interest on Six Bonds I hold against him
John Pettou Jr.

85
March 28th

Recd. of H. R. Williams Ninety (\$99.00)
Nine Dollars in full of Interest on
Bonds for one year and I also agree
that the interest for the year 1880
has been paid

John Pettou Jr.

PRETLOW & CO.,

Clothing and Men's Furnishing Goods,

—DEALERS IN—

Fertilizers, Peanuts, Flour, Meats,

Lime, Plaster, Hay, Grain, Feed, Bags, &c.

Franklin, Va., Jan: 1st 1889

Recd this day of H. K.
Williams Forty Nine
Dollars in full of all
interest on Bonds I
hold against & him up to Jan:

1st 1887

John Pretlow Jr.

Feb: 15th 1892 -

Recd of H. R. Williams this
day Sixty One (\$61.19) $\frac{19}{100}$ dollars in full
of all interest on Four Bonds I hold
vs. him up to January 1st 1892 -

John Pettow Jr

JNO. PRETLOW, Jr.,

President.

J. W. URQUHART,

Cashier.

BANK OF FRANKLIN,



Franklin, Va., ... 188

March 15th 1883—

Recd of H. R. Williams
Ninety Nine Dollars to be
applied to the interest on ^{same}
Bonds I had against him
\$99.00 —

John Pretlow Jr.

Statement of Costs in suit of
Williams vs. Prillow et al.

Clerk	J. M. Howard.	\$ 8.25
Sheriff	J. W. Williams	1.50
Lawyer	W. S. Halland.	16.50
Depositions	E. W. Lawrence	3.75

~~\$ 30.00~~
\$ 29.50

Williams

r^a } Stat: Cash

Pittlow et al

Statement of Costs in Suit of
Williams vs. Pittlow et al.

Clerk.	F. M. H.	\$ 8.55
Sheriff.	J. H. H.	1.50
Lawyer	W. S. H.	16.50
Depositions	G. H. L. Paid. L. W. Lawrence.	3.75
		~~\$ 30.00~~
		29.50