

1883-018 Chancery Causes: John A. Cotton, assignee of Hardy Chapman vs John R. Holloman's
Isle of Wight County admr & al

other surnames: Young,
Birdsong, Pinner

Jno H. Wright p. 9.

Jno. A. Cotton --- Plff.

^{vs}
Edwards, Shiff }
Hollenman & als } --- Dfts.

In Chancery

Comptto. Will

March Rules 1882.

Bill & Ex. C. filed. Am. & ad.
on adult dfts. and decem.
since ss. filed. - Ex. ad
letim app? the inst. def?
their an? filed.

Apr. Rls. 1882.

Bill taken for conf? w. the
adult dfts. & set for hearing

Octo. R. 1882. Am. & ad.
of Hollenman & als. vs.
plff. & am.

Apr. 1883. Decem.

founder & decem.
Sustained for
costs.

only Ex. C. filed

count of the transactions of L. B. Edwards, Sheriff, and administrator de bonis. eor., of said Dr. R. Holliman Decd., showing what amounts have come into his hands as such & whether there is any fund remaining in his hands subject to the payment of debts due by said Dr. R. Holliman Decd. — That the Orator may be paid out of the Estate of the said Dr. R. Holliman Decd. the amount ascertained to be due him, and that he may have such other, further and general relief as his case may require, or to equity may seem meet. May it please so & the Orator will ever pray &c.

Geo. A. Cotton

By Geo. H. Wright his atty.

Hanseman County to wit:

This day Geo. A. Cotton personally appeared before me & made Oath that the Statements contained in the foregoing bill of Complaint, are true to the best of his Knowledge, information & belief. Given under my hand this 23^d day of Feb 1882.

Geo. H. Wright. J. P.

and distributees of the Estate of said Geo. R. Hollenman
Decd.

In tender consideration of all which and for as-
much as Your Oath is without remedy in the premises
save by the intervention of a Court of Equity where matters
of this kind are alone and properly cognizable, Your Oath
thinks that the said L. B. Edwards Sheriff & as such admin-
istrator de bonis vacante of the Estate of Geo. R. Hollenman
Decd. the said Horace W. - Eddie J. - Mrs J & Edna R. Hol-
leman, ^{The three last being infants under twenty one years of age} N. T. Acting Trustee and A. C. Pinderberg, may be
made parties defendant to this bill, and required to an-
swer the same upon Oath (the said infants by a guar-
dian ad litem to be assigned them) as fully and particu-
larly as if the statements herein made were again repeat-
ed & they were thereunto specially interrogated; that one
of the Commissioners of this Court may be directed to
take, state & report to Court the following accounts to wit:
An account of the Real Estate conveyed by said Geo. R.
Hollenman to secure the said bond of \$900⁰⁰, showing ^{how} ~~what~~
and by whom the said Real Estate has been disposed of &
who is now in possession of the same, with its fee simple &
annual value: 2^d An account of any other Real Estate
of which the said Geo. R. Hollenman died seized, with its
fee simple and annual value. 3^d An account of the
transactions of L. A. M. Hollenman (afterwards Pinner) as
administrator of the said Geo. R. Hollenman Decd., show-
ing what amounts came into her hands as such and
what disposition has been made of the same. 4th An ac-

for the land conveyed by said Geo R. Hollenman to W. P. Young Trustee, under the Deed of Trust aforesaid, in which Deed the said Trustee did not join, and that afterwards the said Geo R. Hollenman and wife conveyed the said land to A. S. Pindson; and that before the execution of the said quit claimed Deed, the said Hardy Chapman, Geo R. Hollenman & wife & W. P. Young Trustee, did unite in conveying sixty acres of said land to N. Hargrave. That the said Geo R. Hollenman, died intestate, leaving a widow L. A. W. Hollenman, and four children, to wit: Nora W. Hollenman, Eddie S. Hollenman, Geo S. Hollenman, and Edna R. Hollenman, the three last named being infants under the age of twenty One years; that besides the land conveyed by the Deed of Trust aforesaid, the said Geo R. Hollenman died seized of a considerable Real Estate, consisting of three separate tracts of land in the said County and left also a considerable personal Estate. That the said L. A. W. Hollenman his widow, afterwards married Robt. A. Pinner, who died shortly thereafter, & that the said L. A. W. Hollenman, afterwards Pinner, also departed this life, some time during the Year 1880 or 1881; that at the April term 1882 of the County Court of the State of Wright County, the estate of the said Geo R. Hollenman Decd. was committed to the hands of the Sheriff of said County for administration de bonis rebus, a copy of said order being herewith filed marked "C". That the said L. A. W. Hollenman (afterwards Pinner) having departed this life, the said Nora, W. - Geo S. - Eddie S. and Edna R. Hollenman, his children, are now the sole heirs

Ex^{to} "C"

To Hon. Geo. V. Blaw, Judge of the Circuit Court of Isle of
Wight County.

Complaining, sheweth unto Your Honor,
Your Orator Geo. A. Cotton, that on the 8th day of January
1867, Geo. R. Hollenman of the said County executed a
bond for \$900⁰⁰, binding himself and his heirs to pay the
said sum unto Hardy Chapman of the said County, and
executed a Deed of Trust, on certain Real Estate in the
said County, to N. P. Young, as Trustee, to secure the pay-
ment of the said debt, a copy of said Deed of Trust be-
ing herewith filed, as part of this bill & marked "A"; that
said Geo. R. Hollenman made certain payments upon the
said debt to the said ~~Hardy~~ Hardy Chapman, evidenced
by credits entered upon the said bond, and that on the 6th day
of February, 1870, the said Hardy Chapman assigned
the said bond to Your Orator, who also received certain
payments upon the same as late as the year 1872; that
the rate of interest to be paid upon the said debt, agreed
upon by the parties at the time was twelve per cent; that
some time during the year 1872, as Your Orator thinks, tho'
he is not positive as to the year, the said Geo. R. Hollenman
died, leaving a considerable Real & personal Estate, and
that his widow, L. A. W. Hollenman, obtained from the County
Court of the said County letters of Administration upon his
Estate, that on the 10th day of February, 1870, after the as-
signment of the said bond to Your Orator, and without the
knowledge of Your Orator, the said Hardy Chapman and
wife executed what purports to be a quit-claim Deed

Ex^{to} "A"

Ex^{to} "B"

Cotton Pro. a. apu.

m. $\frac{3}{3}$ In chg.

Holliman's adw. et al.

Infants answer

Filed March Rules
1887.

To the Hon. Geo. Mow, Judge of the circuit
court of Isle of Wight county.

The joint and separate answer of Eddie S.
Holliman, John S. Holliman & Edna C. Holliman
to the Bill filed in said court against them
and others by John A. Cotton a signer of
Hardy Chapman and:-

These defendants, by A. P. Young their
guardian ad litem appointed to de-
fend them in said suit, for answer
say, that they are infants under the
age of twenty one years and as such
submit their interests in said suit
to the protection of the court.

And having answered procured to be
dismissed with their costs most
unreasonably expended, &c.

(Signed)

A. P. Young guardian ad litem

Cotton

p } on clay

Hallomans admr

Answer of L B Edwards
admr Jno R Halloman

Dec. Ct. 1882. Filed
by court of Ct.

"

signed to the ~~petition~~ above answer
personally appeared before me in
my said County and made oath
that the statements therein contained
so far as made of his own knowl-
edge are true and so far as made
on knowledge or information de-
rived from others, he believes to be true,
Given under my hand this 20 day of
Oct 1882.

R. A. Boykin, Com.

Pinner formerly Halloman, is not a party to said bill, though a necessary party.

And further answering, This defendant says, That the credits on said bond aggregate the sum of \$900⁰⁰ an amount equal to the principal of said bond, and thus the argument in said bill alleges, to have been entered into by the parties, at the time of the execution of said bond, to pay 12 per cent interest, or as necessary, and forfeits the entire interest. That there is nothing now due on said bond, but the same is discharged in full.

This defendant prays the benefit of so much of this, his answer, as goes in bar, as if the same had been specially pleaded.

And having answered, he prays hence to be dismissed with his costs in this behalf most unreasonably expended.

L D Edwards Attorney
of J. R. Halloman decd }

Sh of High county at wit.

J R Bostick
a comr in chcy for the cir ct for the
co aforesaid in the state of Virginia,
do certify that L D Edwards attorney
of J R Halloman, whose name is

To The Hon Geo Blom, Judge of the
circuit court of law and chancery
for the county of Ill of Right in
Chancery sitting. #

The answer of L B
Edwards, Sheriff of said County and
as such admr de bonis non of John
R Holloman decd.

This defendant caring
and reserving all rights of exception to
the many errors and imperfections in
said bill contained, for answer
thereto or to so much thereof as he
is advised is material or necessary
for him to answer, answering says,

This defendant admits to be true
the general allegations in said bill, as
to the death of the said Jno R Holloman
the qualification of his widow L A W
Holloman as his admr. The intermar-
riage of the said L A W Holloman, with
one Robt A Pinner, the death of the
said L A W Pinner formerly Holloman.

The qualification of this defendant as
admr de bonis non of the said
John R Holloman and the credits ^{in said} on
said bond in the Bill mentioned.

This defendant has no knowledge
of the execution of the said bond or
its assignment to said Jno A Weston.

This defendant is informed and so
charges, that the admr of the said L A W

Cotton

or } on the

Holloman's account was

Answered A. F. Pearson

Octo. 1887. T. L. L. L.
for account of account.

is discharged in full

This defendant further says that the admr of the said L. A. W. Pinner formerly Hullo-
man is not a party to said bill, though
a necessary party.

This defendant prays the benefit of
so much of this answer as goes in far
as if the same had been specially pleaded,
and having answered this defendant
prays hence to be dismissed, with his
costs in this behalf most unreasonably
expended.

Boydell, p.d. } signed A. S. Birdsong

Jess of Nicks county to wit,

J. A. D. Young

~~a Clerk of Circuit Court and~~ for the County aforesaid
in the state of Virginia, do certify
that A. S. Birdsong whose name is
signed to the writing above, personally
appeared before me in my said
County, and made oath that the state-
ments contained in said answer so
far as made of his own knowledge are
true, and so far as made upon
knowledge or information derived from
others he believes to be true.

Given under my hand this 13.th day
of Oct. 1882.

J. A. D. Young clk.

improvements on said land, and this defendant is informed and so charges, that he is estopped to set up said pretended lien against this defendant's title.

This defendant says that if it be true that the said Hardy Chadman assigned said bond to the said Dno A Cotton, (of which he has no knowledge yet there was no assignment or intention to assign said annuity of trust to the said Dno A Cotton,

That 60 acres of the land conveyed under said annuity of trust was not sold by the said John R Holloman, but still remains as a part of his estate, and this defendant is informed and so charges, that if the said Dno A Cotton has any lien by virtue of said annuity of trust, he should first resort to the said 60 acres, as well as the other real and personal estate of the said Dno R Holloman, which is more than sufficient for the payment of debts.

This defendant further says, that the credits on said bond aggregate the sum of \$900⁰⁰, an amt equal to the principal of said bond, and that the agreement in said bill alleged, to have been entered in by the parties at the time of the execution of said bond, to pay 12 per cent interest was usurious, and that the complainant forgoes the entire interest and there is nothing due on said bond but the same

but that he was informed by the said
Hardy Chapman that the said land had
been released to the said John R Halloman
as aforesaid.

This defendant is informed and so charges,
that although the said A P Young trustee,
did not join in said release and, yet,
as the deed of trust was executed for the
benefit of the said Hardy Chapman, and
as this defendant had no notice of said
assignment of said bond, the release
and executed by the said Hardy Chapman
as aforesaid, discharged the said land
from ^{the lien of} said deed of trust.

This defendant avers that the sale
to him of said land to ~~him~~ by the said
John R Halloman wife, was made with
the knowledge and concurrence of the
said Drs A Cotton who was a brother in
law of the said John R Halloman, and
that the said Drs A Cotton had notice
of the payment of a part of the purchase
money, and the execution of the deed of
trust to secure the residue, and the
subsequent payments, with the exception of
the last bond as aforesaid, of said residue,
but did not inform this defendant of
the assignment of the bond in the last men-
tioned or of his pretended lien on said
land, but on the contrary he suffered
this defendant to pay said purchase
money as aforesaid, and to make valuable

Exhibit
7

marked Exhibit 7 and prayed to be taken as a part of this answer.

That he has paid off all of said bonds except the last one for \$250⁰⁰, with interest thereon at 6 per cent fr Feb'y 15th 1870, which amount he is ready and willing and hereby offers to pay off and discharge in full as soon as a good and sufficient release can be made to him, which he prays may be done.

This defendant further answering says, that prior to the conveyance to the conveyance to him by the said John Holloman & wife of said land, to wit, on the 10th day of Feb'y 1870, the said Hardy Chapman released the said land to the said John^d Holloman and discharged the same from the lien of said and of trust, under which the said John A Cotton claims. A copy of said release and is herewith filed, marked Exhibit 8 and prayed to be read as a part of this answer.

Exhibit
8

This defendant further answering says that he had no notice of the assignment of said bond, by said Hardy Chapman to the said John A Cotton, nor of his pretended lien on said land, at the time of his purchase, payment of the purchase money and taking a conveyance of said land, nor had he any legal notice of the same until the institution of this suit.

Exhibit
E

that on the 12th day of February 1870, he purchased from the said John H. Halloman wife a portion of the tract of land conveyed by said deed of trust, to secure to Hardy Chapman the payment of said bond, a certified copy of the deed from Halloman wife to this defendant for said land is herewith filed, marked Exhibit E, and prayed to be taken as a part of this answer.

That this defendant agreed to pay for said land the sum of \$1650⁰⁰, which was its fair price and its full market value.

That in part payment of said land, this defendant conveyed to said John R. Halloman a tract of land in the county of Nancemond, valued by agreement between them at the sum of \$800⁰⁰, and that the said John R. Halloman immediately conveyed the said Nancemond land to Robt. Pinner, in payment of a debt ^{for \$1000⁰⁰} due by the said Halloman with the said Jno. A. Cotton as surety.

That for the residue of the purchase price of said land this defendant executed and delivered to the said John R. Halloman his four several bonds amounting in the aggregate to the sum of \$750⁰⁰ and a deed of trust on said land to secure the same, ~~that~~ a copy of said deed of trust is herewith filed

To the Hon Geo Blount Judge of The
Circuit Court of Law and Chancery
For the County of Lee of Virginia
sitting.

The answer of A. S. Pirsons, to the
Bill of complaint in said Court exhibit-
ed against him and others.

This defendant parns and resur-
ring all right of exception to the many
errors and imperfections in said Bill
contained, for answer thereto or to so
much thereof as he is advised it is ma-
terial or necessary for him to answer
answering says,

That he believes to be true the general
allegations in said Bill contained, as to
the execution by the said John R Halloman
to Hardy Chapman of the bond in the
bill mentioned, and also in the papers
of this cause, the execution of the said
of trust to secure the same also as an
exhibit with complainants Bill and
marked exhibit A, the credits on said
bond, the death of the said John R Halloman,
the qualification of the said L A Whalloman
as his administratrix, the intermarriage
of the said L. A. W. Halloman with one
Robt Pirner. The death of the said L A W
Pirner formerly Halloman, the qualifi-
cation of L B Edwards ^{ch of of co} as admr d. & n. of
the said John R Halloman.

This defendant admits to be true

Personally appeared before me W. A. Edwards Deputy for M. B. Young Clerk of the Circuit Court of Crawford County, A. B. Edwards, who has sworn that on the 6th day of March 1882 he delivered a true copy of the within summons to S. B. Edwards sheriff & son of J. R. Stoddard & Co. living on my lands this 3rd day of March 1882. A. B. Edwards dep. Sec. to be furnished this 6th day of March 1882. W. A. Edwards dep. for M. B. Young

John A. Cotton of Geo.
of St. Chapman

W. A. Edwards, in
Clerk.

John R. Stoddard
admr. shalo.

30 March Re. 1882.

Geo. W. Wright Agt

John A. Cotton
C. B. Edwards
March 6th 1882

J. B. Edwards
Shff.

Not finding the within name now in
Attestation of her place of abode of
of the within summons, to M. B. Young
of the within summons, to M. B. Young
of the within summons, to M. B. Young
to the March 3rd 1882
for J. B. Edwards dep.

The Commonwealth of Virginia,

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

We Command You, TO SUMMON *L. B. Edwards, Sheriff. Adm. of Est.*
of the estate of Jno. R. Holliman, decd.; Nora M. Holliman, Cassie
S. Holliman, John P. Holliman, the three last being infants
and A. P. Young, trustee, and A. S. Birdsong.
to appear at the Clerk's Office of the Circuit Court of Isle of Wight County, at Rules to be holden for the

said Court, on the first Monday in *March* next to answer *the Bill in*
Chancery of Jno. A. Cotton, assignee of Henry
Chapman decd.

of a plea of

for \$

Damages \$

And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Court House, the *28th*

day of *February* 188*2*, in the *156th* year of the Commonwealth.

N. P. Young clke

Cotton
N Y Du chez
Hollomans admr.

Rough Diary
April Term 1882
So he entered.

Geo. Blow, 2.

Entered

21

Cotton & onchay
Keollomus adms et als

In the Circuit Court of Sale of
Wjhs County.

On motion of A P
Birdson, ^{exor} leave is given the said
A P Birdson, A P Young trustee,
and L B Edwards adms of Jno R
Keolloman, to file their answers
in ninety days.

astor

v } du chey

Hollandmans adm^{rs}

Rough Memo
for terms 1882
to be entered

Geo. Brown.

Entered 12

Cotton

or 3 on each

Hallomans answers

on motion of A P

Birney and L B Edwards some
of Drs Hallomans, leave is given
them to file their answers, and
said answers are accordingly
filed, and this cause is continued

Cotton

V. J. Oncha

Hollomanus adms et als

Rough sketch
of the
of the intended.

Geo. B. B. B.

Entered 1/2

Cotton

v } In Chancery

Holloman as admr et als

This cause came on this day to be heard on the plaintiffs Bill and the demurrer thereto of J. S. Birney and G. B. Edwards asmr de bonis non of the said Jno Holloman and was argued by counsel on consideration whereof, the court sustaining said demurrer doth decide that the agreement in the Bill alleged to pay three per cent interest on the bond of the said Jno Holloman filed with said Bill was unnecessary, and the court doth as ^{per} order and decree that the plaintiff ^{recover} nothing of the defendants, but be required to pay the costs of this suit, and it is ordered that this suit be dismissed from the docket

the principal of said bond
not having been paid

Mr. R. Holliman
To $\frac{1}{2}$ Deed
N. P. Young Trustee

Jan. 17. 1867 ~~at R.~~
+ adm. to record.

Recorded in Book No. 41
Page 17

Torrey & Sampson & Co. N.Y.
1867



This Deed, made this 8th day of
January 1867, between John R. Holliman
and his wife of the one
part, and A. P. Young of the other part.
witnesseth, that the said John R. Holliman
and wife in consideration of the premises,
do grant with general warranty unto
the said A. P. Young, or trustee, the
following property, to wit: The tract of
land in the county of Isl of Wight on
which the said Holliman now resides,
containing by estimation two hundred
and ninety six acres, more or less, and
which he purchased from Jeph^r Fulghow
& wife - in trust to secure the payment
of a bond this day executed by the said
Jno. R. Holliman to Hardy Clifton on
for the sum of Nine hundred dollars
and payable on demand.

Witness the following signatures & seals.

John R. Holliman

Seal

In the clerk's office of Isl of Wight County Court,

January 17. 1867.

This Deed of trust was admitted to record
upon the acknowledgment of John R. Holliman.

Test

A. P. Young clk.

Holliman for A's
Est. Committed
to Gibbs. Amos

"

Arch - 5th 882

Cotton after.

n. 1/2 in ch.

Holliman's adm. notes.

"

Est. B.

In the County Court of Isle of Wight
County, March 6th, 1882.

On the motion of John A. Cotton by John H.
Wright his Attorney, it is ordered that the
estate of John R. Holleman decd. be com-
mitted to the hands of L. B. Edwards, Shff.
of this County, for administration de
bonis non.

A. Copes

Test. W. A. Edwards S. C. pro
W. D. Younger W.

1869 Decr 18th Received
Four Hundred & Twenty five
Dollars of the within
\$425.00
J. H. Chapman

1869 Decr 18th Recd Twenty
five Dollars in part of the
within
\$75.00

J. H. Chapman

1871 Jan 9th Received Two
hundred dollars of the within
J. A. Cotton



J. A. Cotton the within to John
A. Cotton with out receipt
me,
J. H. Chapman
February 6th 1870

\$900.00

I bind myself my heirs to pay to
Hardy Chapman, his heirs or assigns, the
sum of Nine Hundred Dollars for
value received.

Witness my hand and seal this 8th day of
January 1867.

October 1st 1872
dollars in part

Received one hundred John, P. Holliman
John & Cotton

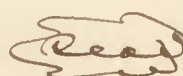
Recd in part 21st of Oct. 1872 one hundred dollars

John P. Holliman

Chapman trip
To $\frac{3}{3}$ Copy Deed

Holliston Jnr

shall or may at any time or times, brought
have claim, collecting or demand any
estate right, title or interest of, into or
out of the said marriage &c. here-
detenants and promises hereby re-
mised and released or mentioned
or intended so to be with the ap-
provements or any part or parcel
thereof, but shall and will thereof
and thereupon by these presents be utter-
ly excluded and forever barred.
In witness whereof we have hereunto af-
fixed our hands and seals this the 10.
day of February 1870.

Harold Chapman 
Matilda Chapman 

*The Mr. [illegible] is in [illegible] I have
not [illegible] the [illegible] but will
be so [illegible] [illegible] the [illegible]
[illegible]
[illegible] the original of [illegible] of [illegible]*

of Virginia in actual possession and
seizure of the said John R. Holliman
now being, bounded, limited & described
as following: to-wit: On the North by
Clement Batten & heirs of Wiley Batten
deceased; On the East by John Bland and
Robert Pearson; on the South by John
E. Chapman and William Powell; on
the West by John Hatchell & Elizabeth
Gaskin, decessed: together with all and
singular other the buildings, im-
provements, rights, members and
appurtenances whatsoever, tenements,
belonging or in any way appertain-
ing - and the covenants & covenances, re-
mainder & remainders, rents, issues &
profits thereof, To have and to hold
all and singular the premises hereby
conveyed and released or mentioned
or intended to be, with the appurtenan-
ces unto the said John R. Holliman, his
heirs and assigns, to him and their only
proper use, behoof forever, so that neither
the said Hardy Chapman & Matilda
Chapman his wife, nor their heirs nor
any other person or persons what-
soever lawfully claiming or to claim
by, from or under them or any of them

To all persons to whom these presents shall
come, Hardy Chapman & Matilda his wife of
the County of Isle of Wight and State of Virginia
send greeting: Whereas, Nathaniel P. Goring.
Now know ye that the said Hardy Chapman
and Matilda his wife for and in consideration
of the sum of Five Hundred dollars to them
in hand paid by John R. Holliman of the said
County of Isle of Wight and State of Virginia,
at and before the sealing and delivery
hereof, the receipt whereof they do hereby
acknowledge and thereof acquit forever
discharge the said John R. Holliman, his
heirs, administrators and executors, by these
presents have and each of them both released,
released and forever quit claim, and by these
presents do and each of them doth release,
release and quit claim unto the said John
R. Holliman and to his heirs and assigns, all
the Estate and Estates, shares, Perquisites and
dividends, right, title, interest, profits,
claim and demand whatsoever of them
the said Hardy Chapman and Matilda his
wife, in law or equity or otherwise how-
soever, of into or out of all that messu-
age or tenement, plantation or tract of
land situate lying and being in the
said County of Isle of Wight and State