

1884-017 Chancery Causes: John C. Buffin vs Edwin Jenkins & Thomas J. Marshall, trustee
Sale of Wight County

in the penalty of Five hundred
Dollars, and stand to pay
to the said Irvin Jenkins all costs
and damages that may be awar-
ded against him in case this in-
junction shall be dissolved.

To, N. P. Young, Esq.,
Clerk Cir. Court,

for the County of Wight,

in the State of Virginia.

D. J. Hedwin

John C. Coffey
vs. Irvin Jenkins

Jenkins vs. Coffey

Compt. Gen.

Filed 20th Decr 1883.

and process issued.

W. H. H. 1883.

Secus. expd. & de. m.

June 1883. Bill taken
for costs & att. forking.

Costs of 1884. Final De.

"

Recd.

Virginia

Isle of Wight - County Deed -

J. R. S. Thomas

a notary public for the County of Isle
of Wight do hereby state John C. Griffin
whose name is signed to the Bill and
return above this day personally
appeared before me in my county a-
foresaid and made oath to the truth
and correctness of all of the above
statements. Given under my
hand this 23^d day of April 1883

R. S. Thomas
N. P.

An Injunction is granted in accor-
dance with the prayer of this bill, re-
straining and enjoining the said John
Dunkins and Thomas J. Marshall Trus-
tees ^{and any and all agents of either} as aforesaid, from making any
sale of the aforesaid John Hall
Place. But before this Injunction
shall take effect the said John C.
Griffin come on for him shall en-
ter into and acknowledge a bond with
good security and with a waiver of
the Homestead before the Clerk of the
Circuit Court of Isle of Wight County -

John Hall Place, that the
the interest - aforesaid being usurious
and illegal that the payments
made as aforesaid may be taken
and retained to be in payment
and in discharge of the Principal
sum of \$1435.00 loaned - & the only
amount loaned as aforesaid: that if
the said trustee as aforesaid shall
not be perpetually in libel and
injoined from making and all
sale of the said John Hall Place
that he be in libel and enjoined
from making, any sale of the said
Place or tract of land until the
amount due thereon is known
and ascertained. that the court
will order a jury to try at its bar
whether or not the transaction
above mentioned was & is usurious
and that all such other and further
relief may be rendered upon complain-
ant - as the nature of his case may
require & to Equity shall seem
meet. And he will ever pray &c

~~Witness~~

Thos. D. Hall
Hall and

J. C. Griffin

It is a farm near the station of Windsor, that every body desiring a farm for farming purposes has bought, or rented & is now & long since have been engaged in the ^{cultivation} of a crop, and the complainant has an abundance of means ^{and independent} outside of this farm to pay the said Irm Jenkins any thing that he might or may owe him.

In under consideration whereof and for as much as your complainant is ~~in distress~~ without remedy save as a court of chancery where matters of this sort are alone and properly cognizable, to the end that justice may be done your complainant prays that the said Irm Jenkins and Thomas J. Marshall ^{Justice as aforesaid} may be made parties defendant to this Bill and be required to answer the same as fully and as completely as if they were here and now fully interrogated, that the said Thomas J. Marshall Justice as aforesaid may be inhibited restrained & enjoined from making any sale of the aforesaid tract of land called the

wined on the 30th day of April 1883
on the premises at 12 o'clock
& offer the John Hall Place
of 140 acres more or less for sale
for cash
at public auction, as will ap-
pear by ^{one of the copies} ~~a copy~~ of the said advertise-
ment herewith filed marked
"A" and prayed to be taken as a
part of this Bill - where said copy
was struck up and held at
Windsor Station in the County of
Isle of Wight on the 19th day of April
A.D. 1883.

5. This complainant alleges and charges that the bond aforesaid is an usurious bond, that the interest ~~to be paid~~, to be paid, and contracted to be paid was an illegal and usurious interest, that the property advertised to be sold or advertised to be sold to pay pay a debt that is was struck in usury at its birth, that is now & always has been usurious, the interest in which is, & always has been illegal.
6. That the property advertised to be sold ought not now to be sold to pay any sort, or kind, of a debt, that

made him a further payment of
£200.00, and on or about the 10th
day of April 1881 he made him
a still further payment of -737.85
in two several sums, to wit in
one sum of

37.85

and in a second sum of

600.00

and again on the 10th of

April 1882 he made him a
still further payment of -72.⁴¹/₁₀₀

That of these payments the sum
of £200- was paid to him out
of the sale of the aforesaid Folly
Place and 600. out of the sale
of the aforesaid Marshall Tract
which said Tracts of Land were sold
with the knowledge and approbation
of the said Irwin Jenkins who with
the Trustee aforesaid entered into the
Deeds of the purchasers

x That since the making and execu-
ting the said deed of Trust as
aforesaid, and since the payments
on the said Land as aforesaid the
said Thomas J. Marshall Trustee
as aforesaid in the aforesaid deed of
Trust has at the instance and request
and by the order and direction of the said
Irwin Jenkins advertised that he

+ by a copy of the said deed hereunto filed and
prayer to be taken as a part of this bill

part of the said sum of \$1435.00 so
long as any part of it was due.

- 2 On the day of the making and ex-
ecuting the bond of \$1578.50 as
aforesaid a deed of Trust was like-
wise made and executed which
~~also~~ conveyed to Thomas J. Mar-
shall as Trustee for the then several
tracts of land lying and being in the
County of Lee of West Virginia as
The John Hall Tract of Land, the
Patey Marshall Tract of Land & The
Folly Place all now owned by the
said John C. Griffin and adjacent
to each other comprising some 380
or 400 acres of land in trust to be
"till the payment of the aforesaid
bond of \$1578.50 due and owing by
the said John C. Griffin to the said
Irwin Jenkins as aforesaid, as will appear

- 3 That after the making and executing
of this bond and deed of Trust as
aforesaid the said John C. Griffin
on ^{or about} the 10th day of April 1879 paid
to the said Irwin Jenkins the sum
of One Hundred and Forty Three
Dollars and Fifty cents (\$143.50)
and on ^{or about} the 10th of April 1880 he

To the Hon George Blinn,

Judge of the Circuit - Court - of the
County of Issa of Wright - in Chancery
sitting

John C. Griffin, Com complainant -
humbly complaining unto the Court
sheweth

That on the 10th day of April 1878 he
made and executed his bond to me
Erwin Jenkins for the sum of Fifteen
Hundred and Seventy Eight - dollars
and fifty - cents \$1578.50 - being
for the sum of \$1435.00 Fourteen
Hundred and thirty - five dollars that
was that day loaned to him at ten
per cent - interest - which interest -
on the said sum was \$143.50 and
this added to the 1435.00 loaned
made the said \$1578.50. the
amount - that appears to be due on
the bond aforesaid. The said \$143.50
the interest - aforesaid was to be paid
on the 10th day of each April ensuing
after 1878 so long as the said sum of
\$1435.00 was due, and the like rate
of ten per cent. was to be paid on any

Griffiths
or } on chey
Sutkins

answer of
Sutkins

or information derived from others
he believes to be true. Given under
my hand this 9th day of October 1883.

W. L. Walters J. P.

ought not to be enjoined and restrain-
ed from selling the said land under
said ans of Trust and subjecting it
to the payment of the said sum of
\$565⁷² balance due on said bond as
aforesaid, but that the ~~disjunction~~ disjunction
granted in this suit should be dis-
solved, and the said land be subjected
under and by virtue of said ans of
Trust, to the payment of the said
sum of \$ due this defendant
as aforesaid; and having answered
This defendant prays hence to be
dismissed with his costs in this
behalf most unreasonably expended.

Signed

Boydlin p.d.

Irvin ^{this} ~~the~~ Jenkins

Jess of Highs County Dnit:

I, M L Watkins a
justice of the Peace for the county aforesaid in the State of Virginia, do certify
That Irvin Jenkins, whose name is signed
to the answer hereto annexed personally
appeared before me in my said county
and made oath that the statements
contained in said answer as far as
made of his own knowledge are true
and as far as made from knowledge

Terms of said deed,

And further answering this defendant says, That the said John Le Griffen having consented and directed that the amounts paid by him on said bond, with the exceptions before mentioned, should be applied in discharge of the interest due on said bond, at ten per cent per annum, and ^{therein} having been so applied and paid,

Can not demand and have the entire amount so paid as interest, be now applied and taken in discharge or part discharge of the principal of said bond, and if any amount ^{so paid as interest} should be so applied, only the excess beyond six per cent interest can be so applied in reduction of the principal; and upon this basis there is still a balance due this defendant on the bond aforesaid as of the 10th day of April the date of last payment ^{of interest} of \$568.72, a statement of the payment on said bond with the balance due thereon is herewith annexed marked A and prayed to be taken as a part of this answer.

This defendant avers that there being a balance due him on said bond of \$568.72 as aforesaid. This

defendant avers, that all of the sums and amounts paid to him as aforesaid by the said John Le Griffin, except the sum of \$565⁰⁰ a part of the payment of \$8200⁰⁰ made April 12th 1880. the sum of 600⁰⁰, by the agreement and express instructions of the said John Le Griffin at the respective times of payment, were applied in payment and discharge of the interest due on said bond, at the rate of ten percent per annum, and all of said payments, with the ^{above exceptions very much together} exception of the sum of \$724⁰⁰ paid April 10th 1882, were so endorsed and credited on said bond, in discharge of the interest as aforesaid, in the presence of and by direction of the said John Le Griffin. The said bond with the credits thereon is herewith filed marked m and prayed to be taken as a part of this answer.

This defendant further admits to be true the allegation in said Bill, as to the sale by John Le Griffin of the "Folly Place" and Marshall tract with his knowledge and concurrence, and that Thos J Marshall the trustee named in said deed of trust at the request and direction of the defendant, advised to sell the "Folly Place" in accordance with the

of April 1883 executed his Bond for
\$1578⁰⁰ payable to this defendant twelve
months after date, without interest until
after that time, and a deed of Trust on
the land in said Bill mentioned to
secure the payment of the same, which
in truth and in fact, this defendant
only loaned to the said John L. Griffin
the sum of \$1435⁰⁰ and the excess in-
cluded in said Bond, to wit the sum of \$143⁰⁰,
was interest at the rate of ten per cent
per annum; but this defendant while
admitting that he received said Bond of the
said John L. Griffin, yet avers, that he
~~did not~~ demand 10 per cent interest on
the sum of money loaned to the said
John L. Griffin, nor that one years
interest at the rate of ten per centum per
annum should be added in the bond, but
on the contrary, the said John L. Griffin
has prepared the said ^{with interest as aforesaid} Bond and deed of
Trust securing the same, without in-
structions from this defendant, and
delivered the same to him when the sum of
money was loaned.

This defendant admits to be true the
allegation of said Bill as to the amounts
paid by the said John L. Griffin on
account of said Bond, but this

which he could conveniently loan unto
the said John le Griffin, ^{desiring & requesting to loan him} the said sum of
\$1435.⁰⁰. But yielding to the repeated
entreaties and requests of the said John
le Griffin, This defendant consented
to loan him the said sum, provided
This defendant could borrow \$600.⁰⁰ which
with the sum he had in hand would make
up the sum of \$1435.⁰⁰ which the said
John le Griffin desired to borrow as
aforesaid.

That This defendant in order
that he might be able to meet the necessities
of the said John le Griffin and loan him
the said sum of \$1435.⁰⁰ borrowed \$600.⁰⁰
on his sole credit and responsibility, and
paid therefor interest at the rate of ten per
cent per annum, and loaned the same,
together with the further sum of \$800.⁰⁰ of
his own money, ^{to the said John le Griffin} thus making the sum
of \$1435.⁰⁰ loaned by this defendant to
the said John le Griffin.

That This defendant paid
interest on the said sum of \$600.⁰⁰ so
borrowed by him as aforesaid, at the
rate of ten per cent per annum until
some time in 1881.

This defendant admits to be true
that the said John le Griffin on the 10th day

In the Circuit Court of the County
of Allegheny.

The answer of Irvin
Sentkins to the Bill of complaint in
said Court exhibited against him et al

This defendant saving 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 it is material or neces-
sary for him to answer; answering
saying:

That a short time prior to the
10th day of April 1878, the said John Le
Griffin applied to this defendant for a
loan of \$1430⁰⁰. To pay off a note or
bond due by him to one James Hall,
upon which he was paying interest
at the rate of ten per cent. and as the
said note was payable at the Farmers
Bank of Suffolk. was subjected to the
further inconvenience of renewing the
same every sixty days, and offered to
pay to this defendant the same rate he
was paying in Bank, to wit: ten per cent
per annum.

That this defendant having at his
command only about the sum of \$830⁰⁰

defendant pray hence the dis-
missal with his costs in this
case most unreasonably ex-
pended.

Thos. J. Marshall

Justice

Judge of Wirt County.

I, R. E. Royster a
Clerk in Chancery for the
Circuit Court for the County
of Wirt in the State of Va.,
do hereby certify that Geo. C. Marshall
whose name is signed to the
 foregoing answer personally
appeared before me in my said
County and made oath to the
truth of the same.

Given under my hand this
16th day of April 1884,

R. E. Royster, Clerk

Answer
}

Justice do

Answer of
Geo. C. Marshall
Dated

Griffin

Jenkins et al

In the Circuit Court of the
County of Cook of Ill.

This defendant saying
and reserving all rights of excep-
tion to the many errors and
imperfections in said Bill con-
tained for answer would or
less much thereof as he is
advised it is material of neces-
sary for him to answer,
answer Charles Griffin says,
that he admits to be true the
allegation in said Bill that he
is the true in the said opinion
in the Bill mentioned and that
he admitted for sale the real
estate in the Bill mentioned as
therein alleged,

And Charles answered the
defendant says, that he has
no knowledge of the true or the
transaction in said Bill
mentioned and the said charges
the reasons.

And Charles answered the

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING

WE COMMAND YOU TO SUMMON

John S. Marshall, trustee

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 *May* next to answer *the Bill*

of inspection of the C. Bridge

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 *26th*

day of *April* 188*5*, in the *14th* year of the Commonwealth.

N. P. Young

Supper
of J. M. Chay
Dinner and

Rough Memo
Oct Nov 1884.

To be entered

Geo. Blount.

#12

Final

Entered No 12

Clifford

In the District Court of South Carolina
at

This suit having been
compromised, on motion of the plain-
tiff and by agreement of parties
it is ordered that this suit be
dismissed from the docket and
that the defendant J. W. Senne
pay the costs of said suit.

Griffin

vs. 3 In Chg.

Jenkins Marshall

Est. & filed
with the Bill

Notice

Having been directed by Edwin Jenkins beneficiary in a deed of trust in which I am trustee dated on the 10th day of April 1878 of record in the clerks office of the county court for Polk county to sell the property therein mentioned or a sufficient portion thereof to satisfy a bond therein named I shall offer for sale for cash at public auction on the premises at 12 o'clock M on the 30th day of April 1883 the following property to wit all that certain tract parcel or piece of land containing 140 acres more or less set fourth and described in said deed of trust known as the John Hall Place

April the 19th 1883

Thos J Marshall. Trustee

Griffin

or. $\frac{2}{3}$ In clasp.

Jenkins & Marshall

Copy of deed of trust
filed with the Bill

a copy.

See.

Wm. G. Young

State of Virginia }
County of Isle of Wight } to wit

I Benjamin C. Roberts a Notary Public in and for the afore said County do certify that J. C. Griffin whose name is signed to the annexed deed, bearing date on the 10th day of April 1878 personally appeared before me in my said County and acknowledged the same. I further certify that Rebecca Griffin the wife of the afore said J. C. Griffin whose names are signed to the foregoing deed bearing date as afore mentioned, personally appeared before me in my afore said County and being by me examined privily and apart from her husband, and having the said writing fully explained to her, she the said Rebecca Griffin acknowledged the said writing to be her act and deed, & declared that she had willingly executed the same and does not wish to retract it.

Given under my hand this 10th day of April 1878
B. C. Roberts

Notary Public

For the Clerk's Office of Isle of Wight County Court the 3^d day of June 1878 this deed from J. C. Griffin & wife to J. J. Marshall Trustee, was received & admitted to record upon the annexed certificate of B. C. Roberts a Notary Public. Teste

W. A. Edwards & Co. for
N. P. Young, Clerk,

bicor casks, together with all and singular the appur-
tenances & implements belonging thereto. In Trust
to secure one bond on demand, twelve months after date
without interest, for One Thousand Five Hundred
& seventy eight and ³³/₁₀₀ executed to Arvin Jenkins
by John C. Griffin and bearing date of 10th day of April
1878. Should the said John C. Griffin pay off and
fully satisfy the aforesaid Note, and no default
is made. Then this writing is to all intents & purposes
null & void, but should the said John C. Griffin fail
to pay off said Note & complaint is made, and the said
Chorea shall be so directed by the party holding
the above mentioned bond, he shall after adverti-
sing the above mentioned property at sundry
^{public} places according to law proceed to sell at public
auction on the premises the above described property
for cash. After paying the expenses attending the
sale of same property, including a Commission of
5 per cent to the Trustee. He shall then apply a su-
fficient amount to satisfy the above mention-
ed Note. If there should be a surplus, it shall
be applied as the law directs. In all other
respects this deed shall be executed accor-
ding to law governing Trust deeds.

Witness the following signatures & seals
the day & date above written

J. C. Griffin (seal)
Rebecca Griffin (seal)

This deed made this 10th day of April 1878
between John C. Griffin & Rebecca his wife of the first part
and Thomas J. Marshall Chosen Trustee of the second
part, parties residing in the County of Isle of Wight
and State of Virginia Witnesseth that the said
John C. Griffin & Rebecca his wife doth grant with
general warranty unto the said Tho^s J. Marshall
chosen Trustee the following property to wit, a
certain tract, piece, or parcel of land lying &
being in the aforesaid County of Isle of Wight
containing by estimation 140 acres, be the same
more or less, and bounded on the North by the
lands of John B. Daughtrey, on the East by the
lands of Caroline Davis. On the South by the
lands of Wm^l Hall, & on the West by the lands of
Chas^l B. Crumpler, and is better known as the John
Hall place. Another tract containing by estima-
tion 160 acres, and bounded on the North by the
lands of Josiah Britt. On the East by the tract above
described, on the South by the said C. B. Crumpler
& on the West by the lands of the late Solomon
Carr, and may be better known as the Patsy Mar-
shall place. Also another tract containing
48 acres, & bounded on the North by the lands
of John B. Daughtrey, on the East by the tract
first above mentioned & described, ^{on the South by the second tract} on the West
by the lands of the aforesaid Josiah Britt &
may be better known as the Folly Place, also
one, one band still, one Apple Mill & pieces, & a lot of

Proffus
v } In chey

Jenkins

Exhibit A
Filed with after answer

Griffin
 V } Statement A. of amt due on
 Bonds in the Bill mentioned on
 Jenkins the 10th day of April 1862 @ 6 per cent

Apr 10/78	amt loaned to Griffin	1435.00
	Int to Apr 10/79 @ 6 per cent	<u>86.10</u>
		1521.10
	amt pd Apr 10/79	<u>143.50</u>
		1377.60
	Int to Apr 10/80	<u>82.65-</u>
		1460.25-
	amt pd Apr 10/80	<u>200</u>
		1200.25-
	Int to May 14/81	<u>82.75-</u>
		1343.00
	pd May 14/81	<u>737.85-</u>
		605.15-
	Int fr May 14/81 to Apr 10/82	<u>32.98</u>
		638.13-
	pd Apr 10/82	<u>72.41</u>
	Balance on Bond Apr 10/82.	\$ 565.72

Jenkins

$$\begin{array}{r} 72417 \\ 56572 \\ \hline 158,45 \end{array}$$
$$\begin{array}{r} 72417 \\ 281,24 \\ \hline 44293 \end{array}$$

R. S. Thomas
Attorney at Law

Practices in the Courts of Isle of Wight, Surry, Southampton, and Hansemond Counties

Smithfield, Va. 188

Griffin

Jenkins

Statement of Amount due on Bond in Bill
mentioned without Interest.

Amount of Bond	1435.00
Paid April 10 th 79	<u>143.50</u>
~~Paid April 10th 79~~	~~1291.50~~
Paid April 10 th 80	<u>200.00</u>
	1091.50
Paid May 14 th 81	<u>737.85-</u>
	353.65-
Paid April 10 th 82	<u>72.41</u>
	<u>+ 281.24</u>

They claim	565.72
We admit-	<u>281.24</u>
The difference	284.48

Griffin J. C.

vs. $\frac{2}{3}$ In clug.

Jenkins & Marshall

Injunction Bond

Filed 26th Apr
1883.

Know all Men by these Presents:

THAT WE, *John C. Griffin and Linn B. Edwards*

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of *Five*
Hundred Dollars, to the payment whereof well and truly to be
made to the said Commonwealth, we bind ourselves, and each of us, our and each of our heirs, executors
and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this
day of *April*, in the year one thousand eight hundred and
eighty-*three* and in the *10th* of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That ~~if the above bound~~
~~whereas the above bound~~ *John C. Griffin has obtained from Judge J. B. Brown, Judge of the Corporation Court of the City of Norfolk, an*
order informing and restraining Drin Jenkins and Thomas J. Marshall, trustee, and any and all agents of either from making any
sale of the said John Hall place ~~in the bill and proceeding~~
~~mentioned and filed in the office of the Circuit Court of said~~
~~of Wight County.~~ *Now if the said John C. Griffin shall well*
and truly pay to the said Drin Jenkins all costs and damages,
that may be awarded against him in case the said injunction
shall be dissolved

shall faithfully discharge the duties of ~~_____~~ said office or trust, then the above obli-
gation to be void, or else to remain in full force and virtue. *We* hereby waive the Homestead Exemption as
to this debt.

Executed in presence of—

J. C. Griffin [SEAL.]
L. B. Edwards [SEAL.]

[SEAL.]

[SEAL.]

In ~~the Circuit Court of the County of~~ *County Court, of Wight County* ~~188~~
the 20th day of April 1883 before an

This bond was executed and acknowledged in open Court by the obligor to the same, and
ordered to be recorded.

TESTE:

J. P. Young C. C.