

1885-009 Chancery Causes 2 v A. T. Hofheimer + al vs A J. Edwards + W + R. E.

Isle of Wight County

Boydin, trustee
Petition of Patterson, Renshaw + Company, v
T.A. Williams + Company

other SURNAMES: Hofheimer,
[Lowenburg, Brothers + Company]
Lowenburg, Hecht, Hirschler
[Jacob Hecht + Company], Williams,
Babb [A. J. Edwards + Sons],
Millington, Patterson, Renshaw,

Hoffheimer et al

~

Edwards et al

Exhibits
with Bill & Petition

Disinfectant

Appl. Reg. 1885

April Rules 1885

Disinfectant on

Plaff. Motion.

Kafheimer et al

✓ Bill

Edward A. L.

March Res. 1885.

Bill & bts. filed - Sumo.
exp. & de. nisi in Defs.

Apr. Res. 1885 - Dismiss?
by mot. of Staff.

=

atto. fee - - - 15.00

Print Cox - - 1.50

Shff. fees - - 1.50

Clerk. Cir. Ct. fee. 3.82

Clerk. Co. Ct. for Expts. 4.60

Plffs. Costs. \$ 26.42

said and aforesaid claims and demands
of you orators the plaintiffs in this suit
and that they may have all such other
and further relief as the nature of
their case may require and to Equity
shall seem meet. And they will
ever pray &c

Thomas. Sug.

of any of the real or personal property
conveyed to him in Trust - in the Trust-Deed
aforesaid and from collecting any of the notes
bonds and accounts of the said A. J. Ed-
wards as Trustee as aforesaid under the
said Deed of Trust: that the Deed of
Trust-itself shall be set aside and be
declared null & void and of no effect
in whole and in all of parts: that the
said bonds of the said A. J. Edwards to the
said Rebecca A. Edwards be cancelled
and annulled: that a Receiver may
be appointed who shall take charge
of the said goods wares and merchan-
dise in the said store house and ware-
house of the said A. J. Edwards and
sell the same on such terms and
conditions as shall be prescribed
by this Honorable Court, that he
may be empowered to receive of and
from the said A. J. Edwards all of
his bonds notes, accounts and
other evidences of debt and collect
the same that the aforesaid real estate
premises of the said A. J. Edwards men-
tioned in his aforesaid Deed of Trust-
may be sold and the proceeds of
the sales of ^{of the said premises and} the said goods wares and
merchandise, of the said bonds notes
accounts and other evidences of debt
now collected may be applied
in payment and in discharge of the

Edwards, of his household and kitchen
furniture, of his corn beams, hogs,
cattle wagon and harness, that he may
be inhibited and enjoined from collecting
any of his bonds notes and accounts; that
he may be inhibited and enjoined from
making sale of any part and parcel of
his real estate; that the said and afore-
said Rebecca A. Edwards may be inhib-
ited and enjoined from requesting or in-
structing the said R. E. Boykin Trustee
~~to make any sale~~ from collecting any thing
of or from the said A. J. Edwards or the
bonds of the said A. J. Edwards executed
to her as in the aforesaid deed of Trust
and in this Bill of Complaint mentioned and
described; that she be required to surrender
the same; that she may be inhibited
and enjoined from requesting or instructing
the said R. E. Boykin Trustee as aforesaid
from making ^{to make any sale} of the 8 acre tract,
the 65 acre tract, the stock of goods ware
and merchandise in the store ^{and warehouse} house of the
said A. J. Edwards, of the household
and kitchen furniture, the corn beams-
hogs, cattle wagon and harness and
farming implements, and to or to collect
any of the bonds, notes, accounts any evi-
dence of debt, mentioned in the aforesaid deed
of Trust; that the said R. E. Boykin Trustee
as aforesaid may be inhibited and enjoined
from making any sale of any of the real

Rebecca A. Edwards were not made & given
at the time of their sales respectively, but
they were each and all made and given
at long subsequent ^{in December 1884 or} thereto, to wit, on
or about the 2^d day of January A. D.
1885; that they were purely voluntary;
that they were not founded on any con-
sideration for and valid in law; that they
were made given and executed by the said
A. J. Edwards with the intent to hinder
delay and defraud your orators and the
other creditors of the said A. J. Edwards;
and that this fraudulent intent was
known to the aforesaid Rebecca J. Edwards.

In tender consideration whereof
and in as much as your aforesaid orators
are without remedy save in a Court of
Equity - where matters of this sort are
alone and properly cognizable, to the end
that Justice may be done they pray
that the said A. J. Edwards, Rebecca
A. Edwards and R. E. Boykin Justice
may be made parties defendants to this
bill and your orators waiving an an-
swer by the said parties under oath,
pray that they may be required to an-
swer this their bill of Complaint fully,
completely and particularly; that the
said A. J. Edwards may be in libel
and enjoined from making any sale of
the goods wares and merchandise now
in the store and ware house of the said A. J.

And your orators the plaintiffs aforesaid
seriously allege and charge that the
said A. J. Edwards about the year 1863-
intermarried with Rebecca A. Edwards
Mullington - the daughter of Josiah
Mullington and they assent and charge
that she has not since that date receiv-
ed any thing from him at all, or from
his estate unless it was of the smallest-
and most trifling character, and that
he died insolvent. And they assent-allege
and charge that she did not - and has not
more, received, or inherited, from any source
whatever, any such sum of money as might-
be implied or inferred from any of the bonds of
the said A. J. Edwards to the said Rebecca
A. Edwards. And if the said orators,
your plaintiffs aforesaid, allege, assent-
and charge that if the said Rebecca A.
Edwards has ever from any person, or
source whatever received from any one
or from the estate of any one, any sum
or sums of money whatever it was receiv-
ed and paid over to the said A. J. Edwards
- the husband of the said Rebecca A.
Edwards - and by him reduced to his pos-
session and became and was used as his
estate.

And your orators further charge that the
bonds in the aforesaid deed of Trust men-
tioned herein above and before from A.
A. Edwards to R. E. Byrnes Trustee for Res-

assent, allege and charge that the ^{said and} afore
said Deed of Trust of the said A. J. Edwards
dated as aforesaid on the 2^d Day of January
1885 and executed upon the ^{14th} Day
of January 1885 and the ^{said and aforesaid} bonds of
the said A. J. Edwards to Rebecca
A. Edwards in the said Deed of Trust and
in this Bill of Complaint mentioned and
described were made, executed and given
with the intent to delay, hinder and
defraud you said and aforesaid several
creditors as aforesaid - the plaintiffs in this
suit - and the other creditors of the said
A. J. Edwards; and you said several
creditors aforesaid assent, allege and
charge that the said Rebecca J. Ed-
wards had notice of the fraudulent
intent of the said A. J. Edwards.

You creditors assent, allege, and
charge that in 1859 the said A. J. Edwards
only owned some ^{dollars of per-}
sonal property and as appears by a certified
extract from the books of the assessor
for that year herewith filed as exhibit
and prayed to be taken as a
part of this bill and that the only real
estate he had was the 15 acres that he
bought of Winifred Babbs on the 6th of
April 1859 for which he paid \$300.00 and
on which he kept a ^{very} small store at or near
Bethel Church; that he had paid this
real estate and paid about this amount of

+ Exhibit "E" and prayer to
be taken as a part of this bill

~~affidavit~~ ~~shall~~ prove insufficient - to pay
off and discharge in full the said bonds with
all costs attending the execution of the trust
as aforesaid then the said trustee is directed
and empowered by suit, or otherwise, to pro-
ceed to collect the bonds, notes, accounts, and
other evidences of debt conveyed by the said deed
who after paying the costs and charges shall
apply the proceeds of collection to the pay-
ment of the balance of the ^{and interest} principal then
due on said bonds and if there be any residue
to pay the same to the said A. J. Edwards
or will appear by a copy of said deed of trust hereto filed as
his administrators or assigns, thus con-
veying by this said and aforesaid deed of
trust to R. E. Boykin trustee for Rebecca
A. Edwards every thing in this word that
the said A. J. Edwards has, or can reason-
ably expect to have to secure a pretended
and an alleged indebtedness of Seven Thou-
sand Dollars to the said Rebecca A. Ed-
wards, the wife of the said A. J. Edwards.

All of your said and aforesaid orators,
the plaintiffs in this cause, assert and al-
lege, ^{and charge} that the debt of the said A. J. Edwards
to his said wife the said Rebecca A. Edwards
is purely a voluntary one; that the
bonds for the said indebtedness were given
after the debts due to your said several
plaintiffs had been made and contract
^{and were given not given for any valuable consideration}
ed that the deed aforesaid is fraudu-
lent and void, and is founded & grounded in fraud.
And they your said orators the plaintiffs

of the sales of the said ~~g~~ stock of goods in
the said store to the payment of the
aforesaid bonds "in the order in which
they ^{have} matured" with the further authority
and power in the said trustee "that in
the event of a ~~default~~ Default for a
period of twelve months from the date
of this ~~aforesaid~~ deed in the payment of
the balance remaining due and owing
on said bonds after crediting the same as
aforesaid with the proceeds of the sale of the
goods wares and merchandise &c, shall
on being requested so to do by the said Rebecca
A. Edwards, her administrators, or as-
signs he shall sell the residue of the
real and personal Estate conveyed in
the said Deed - the personal estate on the
premises - the real estate on the premi-
ses or at Issu of Wright Court House on some
Court-day on twenty days notice for cash
sufficient to pay all the costs of the said
sale and the amount of money principal
and interest then due on the said bonds
and if there be any residue the same to be
made payable at such time and secured
in such manner as the said R. A. Edwards
shall prescribe and direct, ^{and} in case of his
failure of his failure to give such direction
in such manner as the said trustee shall
think fit"; and in the event - that the
proceeds of the sale of the real and personal
estate conveyed by the aforesaid deed shall

15-80
 12 00
 11 00
 31 20
 70 00

payment of certain bonds in the deed of
 Trust-mentioned due by the said A. J.
 Edwards to his said wife Rebecca a
 Edwards as follows, to-wit- the first-
 bond being for the payment of \$1580.00
 on January 1st 1870 bearing date January
 1st 1869, the (2) bond being for the sum
 of \$1200.00 on the 10th of September 1871
 bearing date January 15th 1870; the (3)
 bond being for the payment of the sum of
 \$1100.00 on the 1st day of March 1872 bear-
 -ing date January 15th 1870; the (4) Bond
 being for the payment of ~~\$3000.00~~ \$3120.00
 on the 1st day of December 1875 bear-
 -ing date January 5th 1874 making in
 the aggregate the sum of Seven Thou-
 sand Dollars with authority and pow-
 -er to the Trustee ~~there~~ in the event
 of default in the payment of the said bonds
 or either of them for weekly-days from
 the date of this ^{said} deed that the said Trustee
 should on being requested so to do by the
 said Rebecca D. Edwards, her admin-
 -istrators or assigns ~~there~~ ^{for cash} ~~hereby~~ sell the
 stock of goods wares and merchandise
 and all and every article pertaining and
 belonging to the business of the said A. J.
 Edwards as a merchant upon the premis-
 es at the store house of A. J. Edwards & Co
 at public auction on ten days notice in
 gross or by the article & piece as the trustee
 might elect Crediting the net amount

of land

1
situate, lying and being in the county and
shall aforesaid adjoining the above mentioned
8 acre tract of land, the lands of Jas: C.
Turner, Geo: D. Chapman, Henry Turner
et al also containing by estimation 65 acres;

(3) His stock of goods, wares and merchan-
dise then in the store house and warehouse
of the said A. J. Edwards who he alleges
was doing business under the firm name
and style of A. J. Edwards and Sons, together
with each and every article pertaining
and belonging to the mercantile business
of the said A. J. Edwards doing business
as he alleges under the firm name &

style of A. J. Edwards & Sons (4) "All of
the household and kitchen furniture of
the said A. J. Edwards, ^{consisting in part of} his beds, his bed-
steads his bedding side-boards, sofas,

wash stands, chairs, Table, crockery,
cutlery &c" (5) all of his bonds, notes
accounts, securities, or other eviden-
ces of debt due and owing, or to become
due and owing to the said A. J. Edwards
in his individual capacity - and as a

merchant under the name and style of
A. J. Edwards & Sons. (6) Fifty barrels
of corn, one hundred bushels of peanutes
being all of ^{his} corn & peanutes, fifty head
of hogs, 15 head of cattle, one wagon
and harness and all of his farming
implements In Trust to secure to
his Wife Rebecca A. Edwards the

herewith filed as exhibits "B" & "C" and pray-
ed to be taken as a part of this bill:

And your orators Jacob Hecht and
Edward Hirschler merchants and partners
trading under the name and style of Ja-
cob Hecht & Co respectfully shew to the
Court. That the said A. J. Edwards is in-
debted to them in the sum of \$30.13 due
~~between~~ November 29th 1884 as is eviden-
ced by the account of the said A. J. Edwards
due to them the said Jacob Hecht & Co her-
ewith filed as exhibit "D" and prayed to be
taken as a part of this bill; and being the
said A. J. Edwards being indebted to your or-
ators, the said ~~2~~ and A. T. Hoffheimer, the
said Lowenberg Bros & Co, the said Jacob
Hecht & Co as aforesaid in the said several
notes and bills and accounts as aforesaid
the said A. J. Edwards on the 2^d day
of January A. D. 1885 made ex-
ecuted to R. E. Boykin Trustee
a deed of Trust in which he con-
veyed (1) a certain tract or parcel
of land situate lying and being in the
county of Soc of Wash. and State of Vir-
ginia adjoining the other lands of the
said A. J. Edwards, the land formerly
belonging to Jas. C. Thomas and the Black-
water road being the land on which A.
J. Edwards resides and upon which is located
his storehouse containing 8 acres, (2)
All of that certain other piece and parcel

sum of \$297.78 as is evidenced by two ne-
gotiable notes both bearing date on the
first-day of December A. D. 1884 and pay-
able to the order of your orators as the Farmers
and Merchants Savings Bank, Smith-
field, Va the one payable at thirty
days after its said date being for the sum
of \$147.78 and the other payable at
60 days from its said date being for the
sum of \$150 - as will be seen by the
said notes hereunto filed as exhibit - "A"
and prayed to be taken as a part of this
bill.

And your orators the S. B. Lavenburg
D. Lavenburg, and Jacob Hecht mer-
chants and partners trading under the
name and style of Lavenburg Bros
and Co shew to the Court that the
said A. J. Edwards is indebted to them
for the sum of ~~Three Hundred and fifty eight~~
~~dollars and twenty one cents - \$458.21~~
~~One hundred and fifty eight~~
as is evidenced by the
account - one by the said A. J. Edwards
to your said orators for \$142.96 and the
note of the said A. J. Edwards for \$315.25
Three Hundred and fifteen dollars and
twenty five cents bearing date July 29th
1884 payable to the order of your orators
on the 15th of November 1884 as the
Farmers and Merchants Savings Bank
Smithfield, Va as will be seen by a
copy of the said account and the ^{said} note
of the said A. J. Edwards which are

In the Circuit-Court of the County of Essex
Wright County.

March Rules 1885-

Z and A. J. Hofheimer merchants and
partners trading under the name and style of
Z and A. J. Hofheimer
and

L. B. Lavenburg D. Lavenburg and Jacob
Hecht-merchants and partners trading un-
der the name and style of
Lavenburg Bros & Co

and

Jacob Hecht, Edward Hirschler merchants
and partners trading under the name and style of

Jacob Hecht & Co. Plainiffs
against - 3 In Chancery
A. J. Edwards, Rebecca A. Edwards and R. E.
Boykin Trustee Defendants.

To the Honorable George Blair

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

Complaining

Sheweth unto the Court, your Orators Z,
and A. J. Hofheimer merchants and
partners trading under the name and style
of Z and A. J. Hofheimer That A.
J. Edwards is indebted to them in the

Hofheimer et al
✓

Edward et al

Petition of
Patterson, Renshaw & Co
&

J. A. Williams & Co

v.

A. J. Edwards & Co

Petition

March 2^d 1885.

Filed with the petff. Bill
in the suit of Hoffmann
& Co. vs. A. J. Edwards &
Co. et al.

the plaintiffs in the aforesaid Bill of Com-
-plaint and Wm said Petitioners
Pacton, Renshaw & Co, and J. A.
Williams & Co and that they may
have all such other and further relief
that the nature of their case may require
and W Equity shall seem meet. And they
will ever pray &c

Pacton, Renshaw & Co

J. A. Williams & Co

by

R. S. Thayer

their counsel

March 2^d 1885.
1885

consideration that there is not & never
was any consideration of for the same;
And you said Petitioners ofresaid allege
and charge that the said Deed of Trust-
afresaid and the said bonds were made
given, made, and executed & with the
intent to delay, hinder and defraud you
Petitioners and the other creditors of the
said A. J. Edwards of that to which they
are in law entitled. And you said Pe-
titioners further allege and charge
that the said Rebecca A. Edwards had
notice of the said fraudulent intent
of the said A. J. Edwards to hinder, delay
and defraud his creditors.

Wherefore you Petitioners pray that
they may be admitted as parties
Plaintiffs in the afresaid suit of
Hoffmeyer et al v. Edwards et
al and be permitted to bear their share
of the costs of the suit and to share in its
benefits; that the said Deed of Trust-
of the said A. J. Edwards to the said R.
A. Boykin and the said bonds of the said
A. J. Edwards, ^{to R. A. Edwards his wife} may be declared null
and void and of no effect, that the
said real and personal estate of the said A. J.
Edwards may be sold, & his bond notes &
accounts, securities and other evidences
of debt may be collected and the
net-proceeds applied to the payment of
the said L. & A. T. Hoffmeyer and others

1
bearing date September 10th 1871, the (\$1
for \$1100 bearing date January 15th 1870 &
(4) for \$3120 bearing date January 5th 1874
with full power and authority in the
said Trust to sell the said Real Estate and
personal Estate of the said A. L. Edwards
and to collect all of his bonds, notes
accounts, securities and to apply the
proceeds of the said sales and collections
to the payment of the said bonds due as afore-
said to the said Rebecca A. Edwards as
is alleged and set forth in the said Deed
of Trust - and in the Bill of Complaint
of the said L. & A. J. Hoffheimer,
Lawson & Co. & Co. and Jacob Hecht-
& Co. against the said A. L. Edwards
Rebecca A. Edwards and R. E. Boykin
Trust in which your Petitioners here
and now specially & particularly refer
and which they wish and ask to be regarded
as a part of this Petition.

Your Petitioners, Patterson, Renshaw & Co.
and J. A. Williams & Co. respectfully show
to the Court and allege and charge that the
said Deed of Trust of the said A. L. Edwards
to the said R. E. Boykin Trust as aforesaid
and the said and aforesaid bonds of the
said A. L. Edwards to the said Rebecca
A. Edwards as aforesaid are fraudulent
and void, that the said bonds were
not executed at their pretended dates and
are not founded on any good and valuable

the balance being due on negotiable note bearing date November 1st 1884 payable 60 days after date at the Citizens Bank of Norfolk Va to the order of J. A. Williams & person which is herewith filed as exhibit - "C" and prayed to be taken as a part of this Petition.

Your Petitioners the said Pastors Renshaw and Co, and the said J. A. Williams and Co most respectfully shew to the Court that the said A. J. Edwards & Whist being indebted to them respectively as above and before said, on the 2^d of January last 1885 made and executed to R. E. Boykin Trustee a Deed of Trust in which he conveyed to the said R. E. Boykin Trustee (1) A Tract of land of 8 acres on which is located his dwelling and store house and (2) 63 acres of land adjacent ^{to} and adjoining the same (3) all of his goods wares and merchandise of every description in his store house and Ware house (4) all of his house hold & Kitchen furniture (5) all of his bonds, notes and accounts securities & other evidences of debt (6) ^{all} his corn, peas, nuts, hops, cattle, wagons, harness and farming implements in Trust to secure and allged and a precluded indebtedness ~~due~~ to Rebecca A. Edwards of Seven thousand dollars appearing to be due by 4 several bonds, the first for \$1580. or bearing date January 1st 1869, the 2^d for \$1200 -

H of hermer et-al

v

Edwards et-al

To the Hon George Blund
Judge of the Circuit-Court of
Sd of W. Va. in Chancery sitting:

The Petition of Thomas A. Patterson
and Joseph Renshaw merchants and
partners trading under the name & style of
Patterson, Renshaw & Co,

and of

J. A. Williams, and W. C. Dickson mer-
chants and partners trading under the
name and style of

J. A. Williams & Co

most Respectfully shews to the Court
that A. J. Edwards is indebted to them
the said Patterson, Renshaw & Co in
the sum of \$225.35 on an open account
dated September 26th 1884 payable
4 months from October 1st 1884 a copy
of which is herewith filed as Exhibit
"A" and prayed to be taken as a part
of this Petition, and that the said A. J.
Edwards is indebted to them the said

J. A. Williams & Co in the sum of
\$206.64, of which \$81.97 is due
upon open account - a copy of which is
herewith filed as Exhibit "B" and pray
ed to be taken as a part of this Petition

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING:

WE COMMAND YOU TO SUMMON

A. Edwards Rebecca
A. Edwards his wife and R. E. Boykin 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 *March*

next, to answer

the Bill in chancery
G. and A. T. Hoffman merchants & partners under the name & style
G. & A. T. Hoffman; J. B. Lumburg, & Lumburg Jacob Helt merchants
partners trading under the name & style of Lumburg Bros. Co. - and
Jacob Helt, Edgar & Hishler merchants & partners trading under the
name & style of Jacob Helt & Co.

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

23^d

day of

February

1885, in the

109th

year of the Commonwealth.

N. P. Young Clerk

Edwards. A. J.
To } Sec of Trust.
Worship R. E. Truste
//

For R. S. Thomas

For \$1.50

Isle of Wight County Court:-

J. J. H. Nelson, a Notary Public for
the County aforesaid in the State of
Virginia, do certify that A. J. Edwards whose
name is signed to the writing hereto annexed
bearing date on the 2nd day of January 1883-
has acknowledged the same before me in
my said County - Given under my hand
this 2nd day of January 1883:-

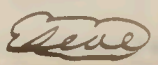
J. Henning Nelson Notary Public
In the Clerk's Office of the County Court of
Isle of Wight County, the 14th day of Jan'y.
1883. This Deed of Trust from A. J. Edwards
to H. E. Dryden Trustee, was admitted to record
on the annexed Certificate of J. J. H. Nelson a
Notary public -

Test, U. P. Young CLK.

a copy.

Test, A. P. Young CLK.

proceeds of sale of the real and personal estate hereby conveyed should prove insufficient to pay off and discharge in full the said bonds, with all costs attending the execution of this trust as aforesaid, the said Trustee is directed and empowered, by suit or otherwise, to proceed to collect the bonds notes, accounts and other evidences of debt conveyed by this deed, and after paying thereout the expenses of collecting the same, + a commission of five per cent to the said Trustee, he shall apply the proceeds of Collection to the payment of the balance of principal and interest then due on said bonds; and if there be any residue the same shall be paid to the said A. J. Edwards his administrators or assigns. The said A. J. Edwards covenants to pay all taxes assessments due and charges upon the said property hereby conveyed, so long as he, ^{or his heirs} or his assigns shall hold the same, and hereby waives the benefit of his Homestead Exemption as to the debt secured by this deed. Witness the following signatures and seals

A. J. Edwards 


assigns, shall sell the residue of the real and personal Estate hereby conveyed, and in case of a sale the same shall be made at public auction upon the premises as to the personal estate hereby conveyed, and as to the real estate upon the premises, or at Islip or Wight Court House on some Court day, in either event having first given at least twenty days notice of the time and place and terms of sale by hand bills, upon the following terms, to wit: For cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust; including a commission of five per cent on the amount of sales, and to discharge the amount of money principal and interest then due on the said bonds, and if there be any residue, the same shall be made payable at such time and be secured in such manner as the said A. J. Edwards shall prescribe and direct, or in case of his failure to give such direction in such manner as the said trustee shall think fit.

And it is further covenanted and agreed that in, that in the event that the

discretion of the said Trustee may
 seem best, upon the following terms
 To wit: For Cash, The proceeds of sale
 shall be applied by the said trustee as
 follows, he shall first pay thereout
 the expenses of executing this trust,
 including the fee for drawing and
 recording this deed, if then unpaid,
 and a Commission of five per cent
 to the said Trustee, the residue of the
 proceeds of said sale shall be applied
 by the said Trustee towards the payment
 of the said bond, ^{the} in order in which they
 have matured, intending hereby to create
 a priority in favor of each of said bonds
 over any other bond or bond, which be-
 came due and payable subsequently thereto.
 And it is further covenanted and agreed
 between the parties aforesaid, that in
 the event of a default, for a period
 of twelve months from the date of this
 deed, in the payment of the balance
 remaining due and owing on said
 bonds, after crediting the same as afore-
 said with the proceeds of sale of the
 stock of goods, wares and merchan-
 dise &c. the said trustee on being re-
 quested so to do by the said Rebecca
 A. Edwards her administrators or

head of cattle, one wagon and harness, and all of farming implements of the said A. J. Edwards.

In Trust to secure to the said Rebecca A. Edwards the payment of the sum of the above mentioned and described bond with all interest due thereon. And it is covenanted and agreed between the parties aforesaid that in the event of default in the payment of said bond or either of them for ninety days from the date of this deed, the said trustee on being requested so to do, by the said Rebecca A. Edwards, her administrators or assigns, shall sell the stock of goods wares and merchandise, and all and every article pertaining and belonging to the business of the said A. J. Edwards as a merchant trading under the firm name and style of A. J. Edwards and Son. Envoys by this deed, and in case of a sale the same shall be made upon the premises and at the store house of the said A. J. Edwards & Son, at public auction, after giving at least ten days notice of the time and place and terms of sale, either in gross or by the article and price, as in the

Third. The stock of goods, wares and merchandise, consisting in part of dry goods, notions, boots, shoes, hats, caps, hardware, groceries &c. now in the store house and warehouse of the said A. J. Edwards, doing business under the firm name and style of A. J. Edwards & Sons, situated on the said 8 acre tract of land, together with each and every article, pertaining and belonging to the mercantile business of the said A. J. Edwards doing business under the firm name and style of A. J. Edwards and Sons.

Fourth. All of the household and kitchen furniture of the said A. J. Edwards, consisting in part of beds, bedsteads, bedding, sideboards, safes, washstand, chairs, tables, crockery, cutlery &c.

Fifth. All of the bonds, notes, accounts, securities or other evidences of debt, due and owing, or to become due and owing to the said A. J. Edwards, whether in his individual capacity or as a merchant under the firm name and style of A. J. Edwards and Sons.

Sixth. Fifty barrels of corn, one hundred bushels of pea-nuts, being all of the corn and peanuts owned by the said A. J. Edwards, fifty head of hogs, fifteen

first part and H. E. Brykline of the second part
Witnesseth, that the said A. J. Edwards for
and in Consideration of the premises and
for the further Consideration of the sum
of Ten dollars to him in hand paid,
the receipt whereof is hereby acknow-
ledged, doth grant, assign transfer and
set over unto the said H. E. Brykline, the
following real and personal estate, To wit:
First. All of that certain tract or parcel
of land, situate lying and being in the
County of Ischof Wight and State of Vir-
ginia, adjoining the other land of the
said A. J. Edwards, the land formerly
belonging to Geo. E. Thomas, and the
Blackwater road being the land upon
which the said A. J. Edwards resides and
upon which is located his store house, to-
gether with its appurtenances, containing
eight acres.

Second. All of that certain tract or par-
cel of land, situate, lying and being in
the County and State aforesaid, adjoining
the above mentioned and described 8 acre
tract of land, the lands of J. B. Turner,
Geo. D. Chapman, Henry Turner et al.
Containing by estimation 25 acres, be the
same more or less.

Know all men by these presents, that
whereas, I, A. J. Edwards am justly
and truly indebted to Rebecca A. Ed-
wards in the sum of Seven Thousand
Dollars with interest thereon, evidenced
by my four several bonds. The first of
said bonds being for the payment of the
sum of Fifteen Hundred & Eighty Dollars
on the 1st day of Jan'y. 1870, and bearing
date Jan'y. 1st 1869, The second of said
bonds being for the payment of the sum
of Twelve Hundred Dollars on the 10th
day of Sept. 1871, and bearing date Jan'y.
15th 1870, The third of said bonds being
for the payment of the sum of Eleven
Hundred Dollars on the 1st day of
March 1872, and bearing date Jan'y. 13th
1870, The fourth of said bonds being for
the payment of the sum of Three Thou-
sand One Hundred & Twenty Dollars,
on the 1st day of Decr. 1873; and bear-
ing date January 5th 1874; And whereas
I am anxious to secure to the said
Rebecca A. Edwards the payment of
the sum of said bonds, with all inter-
due or to become due thereon.

Now therefore this and made and
entered into this 2nd day of January
A.D. 1883, between A. J. Edwards of the

Hofheimer et al

v

Howard et al

Exhibits -
with
Bill

Exhibit - 7th

To J.B.S.

The Real Estate of A. J. Edwards as shown by the Land Books in the Clerk's Office of the County Court of Schofield, for the following years Trust:

1884.	60 acres, adjoining Geo. D. Chapman's new school building	\$480.00
1889.	None	
1890	15 1/4 acres adg. Bethel Church.	Value land & building \$226.75
1891	15 1/4 " " " " " "	226.75
1899	15 1/4 " " " " " "	228.75
1870	60 " " Chas. Chapman	480.00
	15 1/4 " " Bethel Church	228.75
1871	60 " " Chas. Chapman	480.00
	15 " " Bethel Church	228.75
1872.	60 " " Chas. Chapman	480.00
	15 1/4 " " Bethel Church	228.75
1873	60 " " Chas. Chapman	480.00
	15 1/4 " " Bethel Church	228.75
1874	60 " " Chas. Chapman	480.00
	15 1/4 " " Bethel Church	228.75
1875.	60 " " Chas. Chapman	480.00
	15 1/4 " " Bethel Church	228.75

The Personal Property of A. J. Edwards as shown by the Property Books of said County for the following years, Trust.

1884. \$1871.00,; 1869, \$390.50, 1870. \$879.00 1871. \$1077.00 1872, \$1128.50. 1873, \$1,171.00 1874, \$398.00 1875. \$411.00

Teste,

A. D. Gmugck