

1886-012 Chancery Causes: Σ . Camp & Company vs Joseph A. White, George R. Helms, trustees &

Dsh of Wight County

Mary E. Edwards

other surnames: Camp,

J. F. Crocker,
Attorney and
Counsellor at Law,

Portsmouth, Va., March 12, 1886.

Dear Sir,

You are doubtless familiar with the doctrine that if the grantor of a deed of trust reserves a dominion over the property granted by which he may defeat the trust, the deed is per se fraudulent. There are many cases in our reports where you can easily find, and I will not now stop to refer to them.

But postponing reasonably the day of sale under the deed and retaining possession of the property, is not retaining such a dominion as would make the grantor per se fraudulent within the power to defeat the trust.

But the grantor can not retain possession of the goods of a store - to provide for retention by the deed is false.

Whether a deed can be in part good & in part bad is a mooted question. A deed of trust may be good as to part of the creditors secured and bad as to others when claims are fraudulent - unless the creditors with good claims aided in the execution of the deed.

see still with 4th & Cunningham L 8 Sept 293 &
on this & subject judge Hughes in Short v McQuade
& ~~Caldwell~~ reported in V. Law Jr. ser. 1885
h 721, sets out the true doctrine, I think, thus:

"When a deed contains provisions which are
frustrated only by reason of some defect
of law, knowledge of which is not conveyed to
the grantee on the face of the deed, it may
be reformed whether the fraud be actual
or constructive, then provisions which are
discovered for the first time after the
execution, being set aside, as those which
are absolutely from the first being al-
lowed to stand. And conversely I think
it is equally true that when the deed
shows fraud on its face, put into the
world, and is nevertheless accepted &
maintained by the grantee and the beneficiaries
then the latter make themselves parties to the
fraud. & the deed is, for this reason, void
not only in its vicious clauses, but in all its
provisions. *Garland v. The Bank of England*, 1889."

J. F. Crocker,
Attorney and
Counsellor at Law.

Portsmouth, Va., 188

Now the deed which you describe is
manifestly fraudulent on its face,
in that it is 1st it conveys a stock of
goods & permits him to sell & re-
appropriate to - 2^d It authorizes him to
collect notes, with the right to ap-
propriate - This is fraud on the face -
as an absolute clause under it he can
- bring to the front of the deed is
void into - although it is conveyed by
himself -

As to deed of trust on date of goods see
the Commonwealth v. Allen bond 28 Va. 8
Wray v. Leavenworth. 79 Va. 19
Perry v. Shenandoah Nat. Bank 27 Jan. 1885

= The fogging pretty covers you
Case - as I need not like to refer
to the case, what report a reasonable
re-portion of sale when it does -
You can easily find them - If you
can not, & let me know, I will
hunt them up for you - I am
quite busy just now.

If you need further aid
I will gladly give it.

In great haste, with

Yours

J. R. Smith

J. R. Smith

J. F. CROCKER,
ATTORNEY AND COUNSELLOR-AT-LAW,
Portsmouth, Va.



R S Thomas &
Smithfield
Va

This Deed made this 30th day of December 1882, between Joseph A. White of the first part & Geo. H. Nelson, Trustee, of the second part:

Witnesseth: That the said party of the first part in & for the consideration of \$5.00 Cash in hand paid, the receipt whereof is hereby acknowledged, doth grant, bargain, sell convey with general warranty unto the party of the second part, Trustee, all the following property, viz:

That certain house and lot situated in the County of Giles of West & State of Virginia, town of Smithfield on the West side of the main street of said town & known as the "John White" lot, adjoining the lots of A. J. Cooper & Co. & Margaret Marshall & others, to have & to hold to him the said Geo. H. Nelson Trustee to him & his heirs forever, In Trust to secure the payment of two bonds of some date herewith made payable to Mary E. Edwards, one on the 1st day of January 1884,

& one on the 1st day of January, 1885; each being for the sum of \$125. ⁰⁰/₁₀₀ with interest from date at 6 per cent per annum, which bonds are executed by the said Joseph A. White;

And it is expressly understood & agreed between the parties hereto that should default be made in the payment of said bonds whether same shall become due & payable, with whatever interest may have

accused thereon, then the said Trustee being
so requested by the holder of said bonds, shall
sell the property hereby conveyed after giving
an notice for cash & apply the proceeds
according to law.

Witness the foregoing signature & seal, this
day & year first above written.

Joseph A. White (Seal)

State of Virginia, Trust:

I, J. H. Helms, a Notary public in & for the
County of Isle of Wight & State of Virginia
do certify that Joseph A. White whose name
is signed to the writing above of even date
herewith personally appeared before me
in my said County & acknowledged the said
writing to be his act. Given under my hand
this 30th day of December 1882.

J. Henning Helms N.P.

In the Clerk's Office of the County Court
of Isle of Wight County, the 1st day of
January 1883, this deed of Trust from
Jos. A. White to Geo. R. Helms, trustee, was
admitted to record on the annexed Certif-
icate of J. H. Helms Notary Public.

Teste,

at copy

Teste, Gulevop M.D.

Chas. P. Spring M.D.

for Chas. P. Spring M.D.

White Jos. A.
Copy
of Seed from
Mans. Geo. H. Co.

" " "

Camp Ho.

to. $\frac{3}{3}$ inches.

White Jos. A. et al.

Exbt. -

In the circuit Court of Isle of Wight
County, the 28th day of April 1876.

E. Camp, merchant trading under
the style of E. Camp & Co. ~~Plff.~~

vs. ³ In absent.

Joseph A. White Def.

Judgment was granted the
Plaintiff vs. the defendant, for
\$44.⁰⁰ with interest thereon from
the 15th day of Sept. 1873, till payment,
and \$13.⁷⁵ costs.

Abstract. Teste,

N. D. Young clk.

The above judgment was docketed
in judgment docket of Isle of
Wight County, the 28th of April
1876.

Teste, N. D. Young clk.

Camp & Co.
3 Abst. pro.
D. 3 judgmt.
White J. et.

Exbt. A. filed in ent

E. Camp & Co.
m. 3 In chq.
Jno. A. White et al.
"

Camp
v

White

Upon motion of
the plaintiff it is ordered that
this cause be stricken from
the docket -

Camp

W.

White

Rough Deer

April 21st 1886

20 hundred.

Geo. Brown.

Entered 21st

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON

*Joseph A. White, George
H. Nelson Trustee and Mary E. Edwards*

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 in chancery
of E. Camp merchant trading under
the name and style of E. Camp & Co.*

of a plea of _____ for \$ _____ Damages \$ _____ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Courthouse the *15th* day of *April*
188*5*, in the *109th* year of the Commonwealth.

N. P. Young Clerk

E. Camp & Co.

vt: } Sum. to
 } ans. Bill

White Jos. A. et als.

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To May 1885

Thomas J. J.
received of E. Camp & Co.
the sum of \$100.00
for a White Jos. A. et als.
and Man C. J. Camp
each at the rate of
\$10.00 per month.
Up to 1885.

11/11/85

In the Circuit-Court of the County of Lee
of West-

do the Hon George Blair

Judge of the Circuit-Court of the County
of Lee of West- in Chancery sitting.

Yours Obedt E. Camp merchant-trading
under the name & style of E. Camp & Co
respectfully shews to the Court-

1 That on the 21st day of April, 1876 he recovered
against one Joseph A White in the Circuit-
Court of this County a judgment for the sum
of \$44.73 with interest from September 15th
1873 till paid and \$13.75 costs as well as
heavily a certified copy of said judgment here-
with filed ^{as Exhibit A} and prayed to be taken as a
part of this Bill.

2 That the said judgment was duly and regu-
larly paid docketed on the 25th day of April
1876 as appears from the said Exhibit "A".

3 That several executions have issued on
the said judgment and have been returned
without having been in any part or in
any manner satisfied as will appear by
copies of the same herewith filed as Exhibits
B & C and prayed to be taken as a part of
this Bill.

4 That the said J. A White has an interest
in a cream house and lot situated in the
County of Lee of West- and State of Virginia
and town of Smithfield on the West-side of
the main street of said town known as the

John White lot - adjoining the lots of A. J. Leifer & Co & Margaret Marshall & others which he by his Deed of December 30th 1882 conveyed to George R. Helms Trust in Trust - to same to Mary E. Edwards the payment of the two bonds of the said J. A. White to her bearing date December 30th 1882 and of each for \$125.00 and payable respectively in one, & two years from date with interest from date, which have been in great part, if not entirely paid off.

5 That the said house and lot aforesaid is worth largely over what is due upon the said lot to the said Mary E. Edwards on the bonds aforesaid and that the judgment of the plaintiff is a lien upon the said land and upon what may remain of the proceeds after the debt due to the said Mary E. Edwards is paid off and discharged.

In tender consideration whereof, and for as much as you value is immediately at risk in a court of chancery where matters of this sort are alone & properly cognizable, to the end that justice may be done he prays that the said Joseph A. White George R. Helms Trust and Mary E. Edwards may be made parties defendant to this Bill and be required to answer the same, not under oath, the plaintiff waiving an answer under oath, that the aforesaid lot -

may be sold and the debt of the plaintiff
paid off and discharged and that he
may have all such other and further
relief as to the nature of his case may
appear & to Equity shall seem meet.
And he will ever pray &c
And the plaintiff states specially that
he shall ask for his attorney a fee
for his services in this cause.

Thomas P. G.

Camp & Co ^{Thomas}

Bill

J. A. White et als.

May Rules 1885.

Bill & ex. bis. filio. Secus. ex. d.
& de. nisi.

June Res. 1885.

Bill taken for confed. & act
for hearing.

Appl. Term 1886.

Dismissed next. Piff.
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