1895-011 Chancery Causes: James W. Hall vs John H Wright, trustee v William H Morris
Isle of Wight County

other SURNAMES: MORRISS, Cowling

Exhibits in
Hall vs Morris

J. N. Hall

vs

Wright, Trustee et als

Hall, J M

vs

Wright, J H Trustee et al,

The undersigned, Trustee, submits the following report of sale, under a decree herein, made in vacation the 23rd day of Sept 1889. Pursuant to said decree, the property in the Bill & proceedings named, was sold at "Exchange" in Nansemond County on the 20th day of December 1889, and Wm H Morris became the purchaser of the Entire property at the price of $4155.00. The accompanying report of disbursements, shows a distribution of the Entire proceeds of sale, with vouchers for all payments, Except the taxes due in the County of Isle of Wight, which are credited in the account.

Respectfully submitted -

Jno. H. Wright Trustee.

Hall J. W.

vs

Wright J. H. Trustee &
Wm. H. Morris

Report of Sale &
Distribution

Jno H. Wright Trustee
In a/c with J. W. Hall, under Deed of Trust
for benefit of W. H. Morris.

1889
Dec 20th

To gross amt of Sale $4155.00

Cr.

By Commrs	$207.75	
" Auctioneer	10.00	
" Advertising	30.00	
" Deeds to Purchaser	10.00	
" Taxes in Nansemond	106.74	
" " " Isle of Wight	18.35	
" J. W. Smith, 1st Mortgagee	377.06	759.90
Bal to Cr of Hall's Notes		$3395.10

By Paid 1st note of $1500 & Int from
Dec 24th 1885 to Dec 20th 1889 $1859.00
" on 2d note 1536.10 $3395.10

Jno. H. Wright Trustee.

I. J. W. Hall plaintiff in the suit of Hall vs. Wright trustee & Morris do solemnly swear that I have seen and inspected a receipt this day filed with the affidavit of Wm. Jno. M. Cowling and that I solemnly swear that these papers were in my opinion good, that they were paid over to said Morris in part of his deed of trust debt claim by me, that said Morris his attys. agts &c. have either collected said papers or have them now, that I have never received one cent of the proceeds of said papers in said receipt mentioned, and that so much of the answers of said Morris & Wright which says that these bonds were put into the hands of one Thiffen and the proceeds thereof collected by me from said Thiffen is false, absolutely false and has not the semblance of truth in it, that I am entitled to the credits on my notes secured by deed of trust as claimed in my bill. I also swear that I have in my possession documentary evidence to prove usury as charged in my bill that I am advised not to produce or show said papers till the proper time.

I. W. Hall

Virginia
County of Isle of wight, to wit:

I, W.S. Hall and a Comm. in Chancy for Cir. Court of Isle of wight County do certify that J. W. Hall whose name is signed to the foregoing paper ~~do~~ appeared before me in my said County and Signed and made the said oath herein under my hand this 15th day of July 1889

W.S. Hall and
Comm. in Chancy.

Hall
vs
wight Curtin & Morris

Affidavit of J. W.
Hall

I, Jno. M. Cowling a resident of Hansemond County do hereby solemnly swear that notes bonds and accounts were put into the hands of Jno H. Wright Atty for Wm. H. Morris to the amt. of $1736.00 which will more fully appear by the original receipt herewith filed and I do most most solemnly swear that a portion of these notes &c. have been collected by said Morris & his Atty, agts &c. and that these notes are collected or the notes &c. are now in the hands of said Morris, his attorney &c. that I am informed and do not believe that J.W. Hall plaintiff in the suit of Hall vs Wright trustee & Morris ever received one cent of the proceeds of the said notes &c.

I also solemnly swear that from my own knowledge and from documentary evidence which I have seen and inspected the bonds claimed by said Morris for the payment of which said Morris is seeking to sell the property of said Hall are usurious and that excessive interest was and is included in the face of said bonds.

John M. Cowling

Virginia:

County of Isle of wight To wit

I, W.S. Holland a Commr. in Chancery for the Cir. Court of Isle of wight County do certify that Jno. M. Cowling whose name is signed to the foregoing Com before me in my said County and made solemn oath that the statements therein contained are true: Given under my hand this 19th day of July 1889

W.S. Holland
Comm.r in Chanc.

October 22 —— 1888

Received of Jno. M. Fowling Cash for Wm. H. Morris fourteen Bonds assigned to Wm. H. Morris by I. W. Hall. to be collected and applyed To said Halls indebtedness to said Morris said notes being for rent of Exchange Property in Nansemond County for the year 1885. The amount of each note as follows

4	Notes	Butler, Uzzle & Arline	$225 each $900.00
1	"	John D Pittman	(with contract) 400.00
1	"	J. R. Holland	" " 130.00
1	"	John W. Pitt	" " 75.00
1	"	Luke Rodgers	" " 50.00
1	"	Nathaniel Pittman	18.00
1	"	I. T. Cocker	" 22.00
		J. P Fowling	36.00
1	"	W. B Wells	40.00
1	"	Kit ~~Biscuit~~ Burtie	40.00
1	"	James H Wingfield	25.00
			$1736.00

Jno H Wright atty
for W H Morris

W. H. MORRIS. ESTABLISHED 1847. FRANK MORRIS.

W. H. MORRIS & SONS,

COTTON FACTORS AND COMMISSION MERCHANTS,

23 25 & 27 COMMERCE STREET,

Cotton Quotations:
Middling
Low Middling
Tone

Norfolk, Va., Octo 30 1885

Mrs J W Harding
Suffolk Va

Dear

I have been expecting to hear from you concerning the Hall matter also from the bonds placed in your hands by me for collection, you will please on receipt of this write and give me a full statement of what has been done in the matter

Very Truly Yours
W H Morris & Co

Hall
vs.
Wright trustee et. als,

Affidavit of Jno Mc.
Combing and
letter & receipt filed

Hall Pltf.

vs.

Wight Tuston & Morris Dft.

Residence,

Date,

Am't

Salient Points, Enclosed please find two affidavits. I respectfully ask for a rehearing of the motion yesterday, I feel confident that I can produce abundant authority and I would prefer so to do on a rehearing. Wire me as to day & place. I have written to Col. Stuart by this mail.

Hon. C. W. Hill
Judge 9 Cir. Ct.
Norfolk

Ans 4/5

If not called for in

W. S. H

ATTORNEY A

WINDSOR

ISLE OF WIGHT COU

NORFOLK, V

All Available Text Successfully Captured

The Commonwealth of Virginia,

To the ~~Sheriff of Isle of Wight County~~ Sergeant of the City of Norfolk, Greeting:

WE COMMAND YOU TO SUMMON John H. Wright Trustee, and Wm. H. Morris

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 November next, to answer the Bill in Chancery of James W. Hall

~~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 24th day of October, 1888, in the 113th year of the Commonwealth.

N. P. Young C.C.K.

The bond required by the Judge of the Circuit Court of Isle of Wight County, in the order awarding an injunction in this suit having been given, the defendant John H. Wright, trustee, and W. H. Morris, their agents, attorneys, employees and all other persons, are by said order, enjoined & restrained from further proceeding under the deed of trust in the bill mentioned, from J. W. Hall & wife to John H. Wright trustee, by sale or otherwise; and from selling or allowing to sell said Forbin wheel until the further order of the court.

Teste,

N. O. Young Clk.

Hall & al.

Bond. To issue upon filing and approval

Wright Jno. H. Trustee & Morris W. H.

Ex Parte. Rule Nov. 3rd 88. Injunction awarded Copy

Wm. H. Morris

The bond required in this suit having been given by counsel.

Teste, N. O. Young Clk.

Executed this 3rd day of November A D 1888 by serving a copy hereof with like order of injunction thereon endorsed on Wm. H. Morris

Serg's cost 50 cts paid

C. L. Quinn D.S.

C. L. Quinn Deputy
For J. A. Bimmer Sergt of
Norfolk City

The Commonwealth of Virginia,

To the Sheriff of ~~Isle of Wight~~ Nansemond County, Greeting:

WE COMMAND YOU TO SUMMON John H. Wright Trustee and W. H. Morris

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 November next, to answer the Bill in Chancery of James W. Hall

~~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 24th day of October, 1888, in the 113th year of the Commonwealth.

N. P. Young Clk.

The bond required by the order of the circuit court of Isle of Wight County according an injunction in this cause having been executed, in accordance with said order, the defendants John H. Wright, Trustee, and W. H. Morris, their agents, attorneys, employees and all other persons are enjoined and restrained from further proceeding under the deed of trust, in the Bill mentioned, from J. W. Hall's wife to John H. Wright, Trustee, by sale or otherwise, and from selling or attempting to sell said Furniture, until the further order of the Court.

Teste,

N. P. Young Clk

Hall J. W.

v.

Wright's Trustee &c. Def't.

Bond required and executed Nov. 1st 1888.

Teste N. P. Young C.C.

Executed November 3rd. 1888 and a true copy hereof delivered to John H. Wright, Trustee

H. O. Parker, D. Sh'ff for Sh'ff.
Wm. H. Bowen,

The demurrer and answer of Wm. N. Morris, to a Bill in Chancery Exhibited against himself & another, in the Circuit Court of Isle of Wight Co, Va, by James W. Hall.

Demurrer.

His Defendant says that the Complainant's said Bill is not sufficient in law,

Answer.

His Defendant, now, and at all times hereafter, saving and reserving to himself all benefit and advantage of Exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in the Complainant's said bill contained, for answer thereto, or to so much or such parts thereof as he is advised it is material or necessary for him to answer, answering says:

It is true, as alleged in said Bill, that the Complainant and his wife did Execute a Deed of Trust to Jno. N. Wright, Trustee, to secure to this defendant the payment of the sum of seven thousand dollars, evidenced as set forth in said Deed, and that by direction of this defendant, the said Trustee has advertised all of said property for sale, on the 12th day of November 1885, the said Complainant having utterly failed to pay any part of said debt. Under the terms of said Deed this defendant had a right to order a sale of the property, one year after the date of said Deed, but the

Complainant, although in default three, made such fair promises and pleaded for further indulgence, that this defendant gave him the indulgence asked, and the Complainant then agreed to turn over to this defendant certain notes or bonds taken by him for the annual rents of the property, and that the same should be collected and remitted. On the contrary the Complainant collected all of said bonds and appropriated the proceeds to his own use. This defendant waited until the end of another year and still the Complainant pleaded for further indulgence, upon the assurance ~~of~~ that he had greatly improved and added to the mill property and the rents would thereby be greatly increased and should be appropriated to paying this Defendant. But after much effort and annoyance this defendant has received nothing from that source is informed and believes that the lessee of said mill property is holding said ~~mill property~~ rents as an offset against debts due him by said Complainant. Having been thus disappointed time and again, and believing the property is being annually impaired in value, while the debt due by the Complainant is annually increasing, until the entire property conveyed is insufficient now to cover the debt, this defendant ordered a sale upon the very terms specified in the Deed of Trust.

This defendant denies that the Complainant has

paid him the sums alleged in his said Bill, or that good and solvent "notes, bonds & accounts" amounting to $1371.00 have ever been paid to him on account of said debt.

And this ~~respondent~~ defendant also denies that the sum of $331.46 is included in said bonds Executed by J.W. Nall, as representing two per cent per annum in Excess of the legal rate of interest, and calls for full proof on this point. In view of all the fair promises made by the complainant, of his urgent entreaty in the beginning of negotiations with him, for the loan of money, this defendant's long and patient indulgence, he is astounded that the Complainant should now undertake to set up a plea of usury.

This defendant also says that he knows nothing of a new Turbine wheel alleged by Complainant to ~~have been~~ placed in the mill ~~covered by his Deed~~ per offered for sale by Jno. N. Wright Trustee, beyond the declarations of the complainant himself. But the mill and appurtenances were conveyed by the Deed, and at that time, it was in good running condition. If the ~~defendant~~ Complainant has removed any part of said Mill and substituted some other machinery in its stead, this defendant claims that such new machinery is included in the Deed & passes with the property, and it is not proper or in accordance with Equity that the value of the property conveyed by said Deed should be now impaired

by a removal of or Exemption of any part of such Machinery, and thus impair the value of this defendants security. Perhaps this alleged Wheel is part of the alleged improvement made by Complainant, for which he represented that the annual rents would be increased, & thereby secured ~~this~~ a further indulgence from this defendant. But it is not believed that this Honorable Court will sanction the Complainants demand that any part of the Machinery of said Mill shall be Exempted from the operations of the Deed of Trust unless specially exempted in the Deed itself. No such Turbine wheel is offered for Sale, separately, but only as part of the Mill, as the advertisement shows.

And this defendant further says that since the Execution of said Deed of Trust, the said James W. Hall, by his own solemn Deed, duly Executed and recorded in the Clerk's office of Nansemond County Court, a copy of which is herewith filed, and prayed to be read as part of this answer, has sold and conveyed the entire property covered by the Deed of Trust to Jno M. Cowlick (subject to the said Deed of Trust) & that he has no further interest in the subject matter in controversy, and no right in law or Equity to interpose any objection to the sale of the property conveyed by him, as he has no interest of any kind therein.

~~And having answered the Complainants~~

This Defendant denies that he has refused any proper credit on the bonds of the Plaintiff. He denies each and every allegation of Plaintiff's Bill as to payments made, and interest paid in advance, and calls for strict proof on every point alleged by Plaintiff in his said Bill of Complaint.

And having fully answered Complainants Bill, this Defendant prays to be hence dismissed with his reasonable costs and that ~~the~~ the injunction may be dissolved, and the property named in the Deed of Trust and all machinery and appurtenances of said Mill may be subjected to the satisfaction of Plaintiff's indebtedness, and he will ever pray &c.

Wm. H. Morris
By Counsel.

Nansemond Co. to wit:

I E. E. Holland, a Notary Public for said County in the State of Virginia do certify that Jno. N. Wright personally appeared before me in my said County & made oath that the statements of the foregoing answer of W.H. Morris are true to the best of his knowledge and belief.

Given under my hand this 19th day of April 1887

E. E. Holland
N. P.

Jas. W. Hall
vs } In Chancery
W. H. Morris et al

Answer of
W. H. Morris.

Filed April 23d
1889

The answer of Jno. N. Wright Trustee to a Bill in Chancery Exhibited in the Circuit Court of Isle of Wight County, against himself and Wm. H. Morris by Jas. W. Hall.

This defendant now and at all times hereafter saving and reserving to himself all benefit and advantage of Exception which can or may be had or taken to the many errors uncertainties and other imperfections in the said Bill contained, for answer thereto or to so much or such part thereof as he is advised it is material or necessary to answer, answering says:

It is true that as Trustee in the Deed of Trust from James W. Hall & wife, he did not advertise the property named in said Deed, to be sold on the 12th day of Nov 1888, being so directed by Wm. H. Morris, the beneficiary in said Deed, after long default in the payment of the debt secured by said Deed. But this defendant denies that he advertised any property not strictly included in said Deed. The Turbine Wheel, named in Plaintiff's Bill was a part of the Mill, and not separately advertised for sale. This defendant knows nothing of said Turbine Wheel, personally

but alleges that it was part of the machinery of said Mill, without which the Mill itself is worthless, and only as part of the Mill was it advertised for sale.

His defendant denies the sum of two per cent as interest in advance was deducted from the bonds Executed by James M. Hall to Wm. H. Morris and secured by said Deed of Trust. He denies the allegation of the Bill that he had notice at the time of the Execution of the said Deed of Trust that the sum of $331 46/100 or two per cent interest in advance, in excess of legal interest, was demanded and retained by Wm. H. Morris for the loan of said money. This defendant knows nothing of any payments made by the Plaintiff to Wm. H. Morris on said Bonds and can not say how much or if anything has been paid thereon. But he knows and alleges that after pledging the rents of the land for the year 1886, in payment of interest on said bonds, and placing the notes for the same in the hands of this defendant, they were afterwards, at the suggestion of the Plaintiff, placed with one Cobb Iler for Collection, and that the Plaintiff received and appropriated the proceeds thereof and failed to pay over the amounts

thereof to be credited on said bonds, though
repeatedly called on for the same.
And having answered this defendant
prays to be hence dismissed with his rea-
sonable Costs, & he will ever pray &c.
Jno. N. Wright. Trustee.

Subscribed and sworn to before me, E. E.
Holland, a Notary Public for Nansemond
County, in said County this 19th day of April
1889 E. E. Holland
N. P.

James W Hall
vs } In Chancery -
Wm. H. Morris et al

Answer of
Jno H. Wright Trustee.

Filed April 23,
1889.

To the Hon. C. W. Hill, judge of the Circuit Court of Isle of Wight County:

The amended bill of your orator J. W. Hall showeth to the court that heretofore, he filed in this court his original bill of complaint against W. H. Morris and J. H. Wright trustee as follows:

Your complainant J. W. Hall humbly complaining, respectfully represents that on the 24th day of December in the year 1885 A. D. he and his wife made a certain deed of trust to John H. Wright trustee, a certified copy of which is herewith filed as an exhibit marked "A" and prayed to be read as a part of this bill, and that said John H. Wright trustee has recently advertized by hand bills the property in said deed of trust included for sale at auction on Monday November 12th 1888 in Suffolk Va. as will more fully appear by one of said hand bills herewith filed as an exhibit marked "B" and prayed to be read as a part of this bill.

And your complainant says that W. H. Morris the beneficiary in said deed of trust is now claiming and demanding seven thousand dollars with interest thereon from date of said deed of trust till paid and your complainant avers, charges and alleges that said deed of trust and the bonds in said deed mentioned and described were and are "usurious" and that there was and is included in said bonds interest at the rate of two per centum per annum in advance, that is to say, there is included in the first bond for $1500 payable one year after its date the sum of thirty dollars, and in the second bond for same amount payable two years after date, sixty dollars: and in the other bond for $4000 there was and is included the sum of one hundred and fifty-eight dollars and forty-six cents, it being two per centum per annum on $2640.55 part of said last bond for three years; and there was and is also included in said bond the sum of eighty-three dollars interest in excess of six per centum on $1359.45 ballance of said $4000 bond that at the time of the execution of said bonds there was retained by said Morris the sum of $30 and $60 and $158.46, and $83 aggregating the sum of $331.46, as and for interest for the loan of said money, and that instead of loaning to your complainant the sum of $7000 as set out in said deed of trust, he the said W. H. Morriss, only loaned him the sum of $6668.54, and that said bonds were to bear legal interest from the 24th day of December 1885 (the date of their execution) till paid; and that your complainant says that said interest amounting to said sum of $331.46 was by the contract of the parties to be paid and retained by said Morriss for the loan of said money as interest in excess of lawful interest of which said retention and payment of said usurious interest, and the contract for the payment and retention of the same the said trustee John H. Wright had notice at the time of the execution of said deed of trust: And your complainant says that the sum of $331.46 part of said $7000 is without consideration and he says he is advised that he is entitled to have the same credited on the said several bonds and that said Morriss is not entitled to have, claim or demand any interest at all on said bonds and that said deed of trust being saturated with usury should be set aside as void:

And your complainant says that he has paid the said W. H. Morris the sum of fourteen hundred and twenty-one ($1421) dollars in part payment of said indebtedness in said deed mentioned as follows, in cash fifty dollars and in good and solvent notes, bonds and accounts the sum of $1371 and this complainant says that if said Morris has not collected said notes bonds and accounts or so much thereof as may be due it is his own fault and the result of his own negligence, and that so much of said notes, bonds and accounts as is not yet due is perfectly good and can be collected when due, they being secured:

And your complainant says that said Morris refuses to allow him one cent of said credits to which he is justly and legally entitled.

And this said complainant says that said John H. Wright trustee is offering for sale certain valuable property not included in said deed of trust as follows: One Turbine water wheel and its gearing worth at least one thousand dollars which wheel and gearing was not even made at the time of the execution of said deed of trust.

And whereas your complainant is without remedy save in this honorable court where such matters are alone and properly cognizable, he prays that John H. Wright trustee and W. H. Morris may be made parties defendants to this bill and required to answer the same, but an answer on oath is hereby waived as provided in the statute, that said deeds and said bonds may be declared usurious and void, and that interest on the same be rejected and deducted from said indebtedness, that an account may be made by order of this court showing how much said J. W. Hall now owes said W. H. Morris, that said deed be set aside, that said court upon finding the ballance due by said Hall to said Morris may allow to said Hall a reasonable time to pay the same before any sale is made, and that if sale shall in the opinion of the court be legal and necessary, that the same may be made on reasonable credits so that the value of said property may be realized, that an injunction may be awarded restraining said defendants, their agents, attorneys, employees and all other persons from further proceedings under said deed of trust by sale of the property therein mentioned or other wise until the further order of this court and forever restraining said defendants their agents, attorneys, employees and all other persons from selling the said Turbine wheel and its gearing, and he prays that said indebtedness be purged of all usury and he prays also that all orders be made, decrees entered account taken, enquiries directed, commissioners appointed and all such other proceedings be had needful to a full, final and legal settlement of the transaction herein before named:

And your complainant prays that said Morris be required to pay the costs of this suit including a reasonable fee to this complainants attorney for his services in prosecuting this suit, and he specially prays that this court may be lenient with him in the matter of the penalty of the injunction bond and for all such other, further and general relief as in equity and good conscience may seem meet.

And he will ever pray &c.

W. S. Holland p. q.

J. W. Hall

Virginia,
County of Isle of Wight, to wit:
I, W. S. Holland, a notary public in and for said county and state do certify that James W. Hall the plaintiff or complainant in the foregoing bill came before me in my said County and made solemn oath in due form of law that the facts stated in said bill are true to the best of his knowledge, information and belief, and I further certify that said James W. Hall signed his name to, under and below said bill in my presence.

Given under my hand this 20th day of October 1888 A. D.

W. S. Holland
Notary Public.

After which said original bill was filed the defendants moved to dissolve the injunction and on the hearing of said motion in vacation in the city of Norfolk on the th day of 1889 the court entered an order refusing to dissolve said injunction a copy of which said order is herewith filed as an exhibit marked "A" and prayed to be read as a part of this amended bill and that a long time afterwards, to wit on the 18 th day of June 1889 another motion was heard upon notice of defendant Morris and after argument on said motion at the time last aforesaid the court took time to consider, and again on the day of 1889 the court upon mature consideration stated that in its opinion the question of usury was not properly raised in the bill and that proof of usury was therefore inadmissible, and stating that the matter should be referred to a commissioner to ascertain and report what, if anything, had been paid on the debt secured by the deed of trust in the bill and answer alluded to, and the court then and there directed a decree to be drawn in accordance with said opinion, and then and there the plaintiff by his attorney gave notice that if it was the decision of the court that no question of usury could be raised or proved he desired to amend his bill and asked that his attorney be allowed to make further argument on the question of the sufficiency of the bill, and without entering the decree thus directed to be drawn a consent decree was entered a copy of which is herewith filed as an exhibit marked "B" and is prayed to be taken as a part of this amended bill of complaint, and at the next term (October term 1889) of said court the said plaintiff asked leave to amend his bill within ninety days, but the defendant's counsel not being present that matter was continued over till Nov. 27th 1889 at a special term of said court when the court refused to grant said motion, and now the court is asked to permit the plaintiff to file this, his amended bill.

And now by way of further amendment to said original bill he avers that the said debt secured by said deed of trust and sought to be enforced by a sale as advertised was and is usurious as set out in the original bill,

he avers that interest at the rate of ~~three~~ Two in excess of six per centum per annum was added and included in the face of said bonds secured as aforesaid; and your orator says he can prove the usury as charged independant of any discovery from the defendants or either of them, he says he has documentary and oral evidence to offer which will be conclusive of the question of usury, he says he does not want a discovery from the defendant John. H. Wright trustee because he says that said trustee acting as attorney for himself and the beneficiary Morris drew two answers the one his own and the other that of said Morris, swearing to both answers, the said Morris living, being and residing in the very city of Norfolk where the case was argued twice, the said Morris not being disqualified in any way from taking an oath or making an affirmation, well knowing that the debts aforesaid were and are usurious:

Your orator avers that by said consent decree he has offered and he here now offers to pay every dollar he owes said Morris even to the last cent, if selling all his property will do it. Your orator says he has no money and that when he offers as he has done, to have all said property sold he is offering to do all in his power to pay said Morris his debt. Your orator says he is offering by said consent decree to pay more than is due to said Morris as will appear on the face of said decree with conditions therein named. And your orator says that by an arrangement as he understood between his father-in-law Mr. Jno. M. Cowling of the one part, and said Morris and his trustee of the other part he conveyed to said Cowling his interest in the property in said deed of trust included but finding in a few hours after the deed had been filed in the clerks office that the said Morris and Wright were disregarding said arrangement and doing exactly what they had agreed not to do, the said Cowling reconveyed said interest at once to your orator by deed duly recorded in the clerk's office of Nansemond County whereby your orator at and long before the institution of the original suit your orator had the same rights, and occupied the same relations to said defendants as before the making of the deed to said Jno. M. Cowling:

Your orator is advised that under all these circumstanses they are entitled to have relief in the premises and to have the question of usury investigated without calling on said defendants for any discovery on oath and without calling for any answer on oath:

To the end therefore that justice may be done your orator prays that said W. H. Morris and Jno. H. Wright trustee may be required to answer this amended bill, an answer on oath being waived as provided by statute in such cases, and he prays that the said deed of trust and the debt therein secured may be declared usurious and that all payments made on said debt may be applied to the liquidation of the original principal and the balance due on said original principal may be ascertained and that said W. H. Morris may be required to refund all money collected or received by him in excess of said ballance due on said principal as aforesaid. And he will ever pray &c.

J. W. Dail

Virginia:

I, W. S. Holland a Commissioner in Chancery for the Circuit Court of Isle of Wight County in said state, do certify that J. W. Hall came before me in my said county and made solemn oath in due form of law that the statements contained in the foregoing amended bill are true and correct to the best of his knowledge, information and belief. Given under my hand this 27 th day of Nov. 1869.

W. S. Holland

Commissioner in Ch'y.

Hall J. W.

Vs.

Wright J. N. et. als.

Amended Bill.

W. S. Holland p. q.

Pugsley

To the Hon. C. W. Hill, judge of the Circuit Court of Isle of Wight County:

The amended bill of your orator J. W. Hall showeth to the court that heretofore, he filed in this court his original bill of complaint against W. H. Morris and J. E. Wright trustee as follows:

Your complainant J. W. Hall humbly complaining, respectfully represents that on the 24th day of December in the year 1885 A. D. he and his wife made a certain deed of trust to John H. Wright trustee, a certified copy of which is herewith filed as an exhibit marked "A" and prayed to be read as a part of this bill, and that said John H. Wright trustee has recently advertised by handbills the property in said deed of trust included for sale at auction on Monday Nov. 12th 1888 in Suffolk Va. as will more fully appear by one of said hand bills herewith filed as an exhibit marked "B" and prayed to be read as a part of this bill.

And your complainant says that W. H. Morris the beneficiary in said deed of trust is now claiming and demanding seven thousand dollars with interest thereon from date of said deed of trust till paid and your complainant avers, charges and alleges that said deed of trust and the bonds in said deed mentioned and described were and are "usurious" and that there was and is included in said bonds interest at the rate of two per centum per annum in advance, that is to say, there is included in the first bond for $1500 payable one year after its date the sum of thirty dollars, and in the second bond for same amount payable two years after date, sixty dollars: and in the other bond for $4000 there was and is included the sum of one hundred

and fifty-eight dollars and forty- six cents, it being two percentum per annum on $2640.55 part of said last bond for three years; and there was and is also included in said bond the sum of eighty-three dollars interest in excess of six per centum on $1359.45 ballance of said $4000 bond that at the time of the execution of said bonds there was retained by said Morris the sum of $30 and $60 and $158.46 and $ 83 aggregating the sum of $331.46, as and for interest for the loan of said money, and that instead of loaning to your complainant the sum of $7000 as set out in said of trust, he the said W. H. Morris, only loaned him the sum of $6668.54 and that said bonds were to bear legal interest from the 24th day of December 1885 (the date of their execution) till paid; and that your complainant says that said interest amounting to said sum of $331.46 was by the contract of the parties to be paid and retained by said Morris for the loan of said money as interest in excess of lawful interest of which said retention and payment of said usurious interest, and the contract for the payment and retention of the same the said trustee John H. Wright had notice at the time of the execution of said deed of trust: And your complainant says that the sum of $331.46 part of said $7000 is without consideration and he says he is advised that he is entitled to have the same credited on the same several bonds and that said Morris is not entitled to have, claim or demand any interest at all on said bonds, and that said deed of trust being saturated with usury should be set aside as void:

And your complainant says that he has paid the said W. H. Morris the sum of fourteen hundred and twenty-one ($1421) dollars in part payment of said indebtedness in said deed

mentioned as follows, in cash fifty dollars, and in good and solvent notes, bonds and accounts, the sum of $I37I and this complainant says that if said Morris has not collected said notes, bonds and accounts, or so much thereof as may be due, it is his own fault and the result of his own negligence, and that much of said notes bonds and accounts as is not yet due is perfectly good and can be collected when due, they being secured:

And your complainant says that said Morris refuses to allow him one cent of his credits to which he is justly and legally entitled.

And this said complainant says that said John H. Wright trustee is offering for sale certain valuable property not included in said deed of trust as follows: One Turbine water wheel and its gearing worth at least one thousand dollars which wheel and gearing was not even made at the time of the execution of said deed of trust.

And whereas your complainant is without remedy save in this honorable court where such matters are alone and properly cognizable, he prays that John H. Wright trustee and W. H. Morris may be made parties defendants to this bill and required to answer the same, but an answer on oath is hereby waived as provided in the statute, that said deeds and daid bonds may be declaired usurious and void, and that interest on the same be rejected and deducted from said indebtedness, that an account may be made by order of this court showing how much said J. W. Hall now owes said W. H. Morris, that said deed be set aside, that said court upon finding the ballance due by said Hall to said Morris m may allow to said Hall a reasonable time to pay the same before an

sale is made, and that if sale shall in the opinion of the court be legal and necessary, that the same may be made on reasonable credits so that the value of said property may be realized, that an injunction may be awarded restraining said defendants, their agents, attorneys, employees and all other persons from further proceedings under said deed of trust by sale of the property therein mentioned or otherwise until the further order of this court, and forever restraining said defendants their agents, attorneys, employees and all other persons from selling the said Turbine wate wheel and its gearing, and he prays that said indebtedness be purged of all usury, and he prays also that all orders be made, decrees entered, accounts taken enquiries directed, commissioners appointed and all such other proceedings be had needful to a full, final and legal settlement of the transaction herein before named:

And your complainant prays that said Morris be required to pay the costs of this suit, including a reasonable fee to this complainants attorney for his services in prosecuting this suit, and he specially prays that this court may be lenient with him in the matter of the penalty of the injunction bond, and for all such other, further and general relief as in equity and good conscience may seem meet. And he will ever pray &c.

W. S. Holland p. q.

Virginia,

County of Isle of Wight, to wit:

I, W. S. Holland, a notary public in and for said county and state do certify that James W. Hall the plaintiff or complainant in the foregoing bill came before me in my said county and made solemn

oath in due form of law that the facts stated in said bill are true to the best of his knowledge, information and belief, and I furthe certify that said James W. Hall signed his name to, under and belo said bill in my presence. Given under my hand this 20th day of October 1888 A. D.

W. S. Holland Notary Public.

And for amendment thereto your orator prays that said W. H. Morris and John H. Wright trustee may be required to answer the said bill on oath and that each be required to discover on oath and state the exact original amount of money loaned, stating whether the same was paid in currency or by check, or by the liquidation of any debt due by said J. W. Hall to said Morris at and before the time of the execution of the deed of trust, and to state if part was paid in one way and part in another, to state item by item how the original consideration of said bonds secured by said deed of trust was paid or passed over to said J. W. Hall, stating the true and exact amount of each item, to state what amount was included in each of said bonds for interest, or for the use of the money actually loaned, to state fully what agreement or understanding was made or had between the parties as to interest, to state whether or not the amounts named in the bill were included in the face of said bonds, if any checks or drafts were given in payment of the said loan then to fully describe each, giving surely its date, to whom payable and on whom drawn, and if any money was paid, to state when and where and in whose presence the same was paid, to answer each and every allegation of the bill as if it was here repeated in full, and your orator specially prays that said W. H. Morris file a separate answer and that he and not another, shall

be required to answer it: And that your orator may have full and general relief and he will ever pray:

J. W. Hall

Virginia;

I, W. S. Holland a commissioner in chancery for the Circuit Court of Isle of Wight County in said state, do certify that J. W. Hall came before me in my said county and made solemn oath in due form of law that the statements contained in the foregoing amended bill are true and correct to the best of his knowledge, information and belief. Given under my hand this th day of Nov. 1889.

Commissioner In Chancery.

Hale J. W

vs.

Morris W. H. et. als.

Amended Bill
of Complaint.

To the Hon. C. W. Hill judge of the Circuit Court of Isle of wight County in the State of Virginia:

Your complainant J. W. Hall humbly complaining, respectfully represents that on the 24th day of December in the year 1888 A.D. he and his wife made a certain deed of trust to John H. Wright trustee, a certified copy of which is herewith filed as an exhibit marked "A" and prayed to be read as a part of this bill, and that said Jno H. Wright trustee has recently advertised by hand bills the property in said deed of trust included for sale at auction on Monday November 12th 1888 in Suffolk Va as will more fully appear by one of said hand bills herewith filed as an exhibit marked "B" and prayed to be read as a part of this bill.

And your complainant says that W.H. Morris the beneficiary in said deed of trust is now claiming and demanding seven thousand dollars with interest thereon from date of said deed of trust till paid and your complainant avers, charges and alleges that said deed of trust and the bonds in said deed men-

tioned and described were and one "usurious" and that there was and is included in said bonds interest at the rate of two per centum per annum in advance, that is to say, there is included in the first bond for $1500 payable one year after its date the sum of thirty dollars, and in the second bond for same amt. payable two years after date, sixty dollars; and in the other bond for $4000 there was and is included the sum of one hundred and fifty eight dollars and forty six cents, it being two per centum per annum on $2640.55 part of said last bond for three years; and there was and is also included in said bond the sum of eighty three dollars interest in excess of six per centum on $1359.45 balance of said $4000 bond that at the time of the execution of said bonds there was retained by said Morris the sum of $30 and $60 and $165.46 and $83 aggregating the sum of $331.46, as and for interest for the loan of said money, and that instead of loaning to your complainant the sum of $7000 as set out in said deed of trust, he the said W. H. Morris, only loaned him the sum of $6668.54, and that

said bonds were to bear legal interest from the 24th day of December 1885 (the date of their execution) till paid; and that your complainant says that said interest amounting to said sum of $331.46 was by the contract of the parties to be paid and retained by said Morris for the loan of said money as interest in excess of lawful interest of which said retention and payment of said usurious interest; and the contract for the payment and retention of the same the said trustee Jno. H. Wright had notice at the time of the execution of said deed of trust: And your complainant says that the said sum of $331.46 part of said $7000 is without consideration and he says he is advised that he is entitled to have the same credited on the said several bonds and that said Morris is not entitled to have, claim, or demand any interest at all on said bonds and that said deed of trust being saturated with usury should be set aside as said:

And your complainant says that he has paid the said W.H. Morris the sum of fourteen hundred and twenty one dollars ($1421) in part

payment of said indebtedness in said deed
mentioned as follows) in cash fifty dollars
and in good and solvent notes, bonds
and accounts the sum of $1371 and
this complainant says that if said
Morris has not collected said, notes
bonds and accounts or so much thereof
as may be due it is his own
fault and the result of his own
negligence, and that so much of said
notes, bonds and accounts as is not yet
due is perfectly good and can be
collected when due, they being secured.

And your complainant says that said Morris
refuses to allow him one cent of said
credits to which he is justly and
legally entitled.

And this said Complainant says
that said Jno. H. Wright trustee is offering
for sale certain valuable property not
included in said deed of trust as
follows; one Turbine Water Wheel and
its gearing worth at least one thousand
dollars which wheel and gearing were
not even made at the time of the
execution of said deed of trust.

And whereas your com-
plainant is without remedy save in

this honorable court where such matters are alone and properly cognizable, he prays that John H. Wright Trustee and W.H. Morris may be made parties defendants to this bill and required to answer the same, but an answer on oath is hereby waived as provided in the statute, that said deeds and said bonds may be declared usurious and void, and that interest on the same be rejected and deducted from said indebtedness, that an account may be made by order of this court showing how much said J.W. Hall now owes said W.H. Morris, that said deed be set aside, that said court upon finding the balance due by said Hall to said Morris may allow to said Hall a reasonable time to pay the same before any sale is made, and that if sale shall in the opinion of the court be legal and necessary, that the same may be made on reasonable credits so that the value of said property may be realized, that an injunction may be awarded restraining said defendants, their agents, attorneys, employees and all other persons from further proceedings under said deed

of trust by sale of the property There in
mentioned or otherwise, and forever
restraing said defendants their agents,
attorneys, employees and all other persons
from selling the said Turbine
wheel and its gearing, and
he prays that said indebtedness be passed
off all usury, and he prays also that
all orders be made, decrees entered,
accounts taken, enquiries directed,
Commissioners appointed and all such
other proceedings be had needful
to a full, final and legal settle
ment of the transaction hereinbefore
named: And your complainant prays
that said Morris be required to pay
the costs of this suit including a
reasonable fee to this Complainants
attorney for his services in prosecuting
this suit, and he specially prays that
this court may be lenient with him
in the matter of the penalty of the
injunction bond and for all such
other, further and general relief as in
equity and good conscience may seem
meet. And he will ever pray &c.
W.S. Hall and p.q.

Virginia

County of Isle of Wight, To wit:

I, W.S. Holland, a Notary Public in and for said County and State do certify that James W. Hall the plaintiff or complainant in the foregoing bill come before me in my said County and made solemn oath in due form of law that the facts stated in said bill are true to the best of his knowledge, information and belief, and I further certify that said James W. Hall signed his name thereto, under and below said bill in my presence.

Given under my hand ~~and~~ this 20th day of October 1888 A.D.

W.S. Holland
Notary Public

+

In the circuit Court of Isle of Wight County This 23rd day of October 1888 it is ordered that an injunction be awarded in accordance with the prayer of the bill enjoining and restraining said defendants Jno. H. Wright trustee and W.H. Morris their agents, attorneys, employees and all other persons from further proceeding under said deed of trust from J.W.

Hall & wife to Jno. H. Wright trustee, by a copy of which is filed with the bill, by sale or otherwise, and to restrain and enjoin the same parties from selling or attempting to sell said Turbine wheel until the further order of this Court, but this injunction shall not take effect until said J.W. Hall or some one for him shall enter into a bond before the clerk of this court in the penalty of $1000— with surety deemed sufficient by the clerk of this court, payable to the Commonwealth of Virginia and conditioned to pay all such costs and damages as may be awarded against him in case this injunction is dissolved:

Entered J.S.

To be endorsed:
Oct 23, 1894

Hall & wife
vs.
Wright trustee &c.
Bill &c.

Nov. Rules 1888.
Bill & affidavit &c.
exhibit.

Dec. Rules 1888.
Bill taken for
confessed. & cause
to issue.

Answer filed 12 Dec

W.S. [illegible]

April term 1895
Final 5 year decree

John H. Wright,

Attorney and Counselor at Law,

Subscriber to Sloan's Legal and Financial Register and Member of the Continental Collection Union.

Suffolk, Va., Feb 18 1880

N. P. Young Esq
Dear Sir:

The Enclosed report and decree in the case of Hall vs Wright-Trustee et al, should have been sent you before, but protracted sickness and loss of time threw me so far behind in my work that I overlooked it. I have the papers in the Cause here, and will bring them the first time I come up. Shall then, to prepare the deed -

Yours Truly
Jno. H. Wright

TRUSTEE'S SALE

—OF—

VALUABLE REAL ESTATE

In Nansemond and Isle of Wight Counties!

By virtue of a deed of trust from J. W. Hall and wife, duly recorded in Nansemond and Isle of Wight counties, and being required by the beneficiary therein, I shall offer for sale by public auction, on

Monday, November 12, '88,

before the Courthouse door, in Suffolk, at 12 o'clock M., the property conveyed by said deed and described as follows:

1st. The tract of land in Nansemond county purchased by J. W. Hall from Mrs. Jane M. Briggs, consisting of two tracts—one of 100 acres, called "Exchange," the other of about 186 acres, called the "Middle Farm." This is an excellent farm, with fine orchards, good buildings, store and wharf, and is a first-class location for a country store.

2d. The Mill Property, commonly known as the "Edwin Phillips" Mill, containing sixteen acres of land, a good Grist-mill, a Saw-mill, with excellent water-power, Blacksmith and Wheelwright Shops, and tenement houses.

3d. A small tract purchased by J. W. Hall from S. T. Ellis, and adjoining the first named above, and another small tract called the "Allston" tract (this last being subject to a prior deed of trust).

4th. One tract, mostly woodland, in Isle of Wight county, containing 143 acres, bounded by the lands of Matilda Murphy, the heirs of Levi Ricks, the "Big Swamp," the land of Jno. D. Pitman (now Saunders), and the county road from Suffolk to Isle of Wight Courthouse; and another tract in Isle of Wight county, about three miles from Everett's Bridge, bounded by the lands of George W. Bunting & Sons, Sallie Crump, Thos. Shannon, Shivers' mill-pond, and others, containing about 280 acres. On these two last named tracts there is some valuable timber.

☞ This is all excellent property, and offers a fine chance for investors or for parties desiring good houses.

TERMS:

Cash enough to pay costs and expenses of sale and two notes of $1500 each, with interest from December 24, 1885, and a credit until December 24, 1888, for $4,000 then due, with interest from December 24, 1885; and the remainder, if any, upon such terms as the said J. W. Hall may direct.

JOHN H. WRIGHT, Trustee.

R. H. BRINKLEY, Crier.

All Available Text Successfully Captured

Hall J. W.
24 E
Wright Investments
Exh. "B"

THE HERALD
Book and Job Printing Office.
J. E. BOOKER, Prop'r.

Suffolk, Va. Feby 14 1880

Received of Jno H Wright Trustee

Thirty ——— no DOLLARS,

in full for Advertising J M Hall's

property

$ 30 00

J E Booker

Per

$ 1500 00 One Year after date I promise to pay unto

W. H. Morris his Heirs, Executors, Administrators or Assigns,

the just and full sum of Fifteen Hundred Dollars and No Cents,

current money of the United States, for value received, with interest from date; for the payment of which I bind

my self; my Heirs, Executors and Administrators firmly by these presents; and I hereby waive the

benefit of my Homestead Exemption as to this debt, obligation or contract.

As witness my hand and seal this 24th day of December, in the year of our Lord

one thousand eight hundred and eighty-five

Witness: Jno. H. Wright. J. W. Vail SEAL

SEAL

~~For value received I hereby transfer the within note to Mrs. Pierce & Deering.~~

June 28/87

~~F. H. Morris~~

I hereby transfer the within note to Mrs Pierce & Deering

F. H. Morris

Pierce & Deering

Paid F. H. Morris

Principal	1500.00
Int 3 yrs 11 mo 26 ds	359.00
	$ 1859.00

Paid in full from sale of land.

Jno. N. Wright Trustee.

$1500.00 Two Years after date, I promise to pay unto W.H. Morris, his heirs, Executors, administrators or assigns, the just and full Sum of Fifteen Hundred Dollars and No Cents, Current Money of the United States for value received, with interest from date; for the payment of which I bind myself, my heirs, Executors and administrators firmly by these presents; and I hereby waive the benefit of my homestead Exemption, as to this debt, obligation or Contract.

As witness my hand and seal, this 24th day of December in the Year of our Lord One thousand Eight hundred and Eighty five.

{Signed} J.H. Hall

Witness: Jno H. Wright.

(A Copy)

Principal	$1500.00
Int to Dec 20th 1889	359.00
	1859.00
1889 Dec 20th By Balance on sale of land	1536.10
Bal due ———	$322.90

(A copy of Endorsement on Original bond)

Memos Taxes paid in Nansemond on Hall land.

1887 – Bal 13.36
1888 47.42
1889 45.96 106.74

Tax Receipts sent-
W.H. Morris Mch 1890

Record of Deeds

John H. Wright,

Attorney and Counselor at Law,

Subscriber to Sloan's Legal and Financial Register and Member of the Continental Collection Union.

Suffolk, Va., Feb 15 1880

$10.00 Recd of Jno. H. Wright Justice, Ten Dollars for Crying the property of James W Hall Sold Dec 20th 1879 Brinkley & Underwood Cris

Jr Underwood

$350.00

On demand ~~after date~~, with legal interest from date until paid, I bind my self, my heirs, Executors and Administrators, ~~jointly~~ and severally, to pay to Thomas W. Smith the just and full sum of Three hundred & fifty DOLLARS; and I hereby waive the benefit of my Homestead Exemption as to this debt, obligation and contract.

Witness my hand and seal this 15 day of November 1884

Witness:

J. W. Vaw (Seal)

(Seal)

(Seal)

$350.00

April 15th 87 Rec'd the Interest on this note to date —

Rec'd of W. St Morris Esq
his check for three hundred
& twenty seven Dollars
in settlement of this Note

377.00

J. Thomas

Secured by deed of trust on real estate D. of P. Davis Sheriff 15 Nov 84

PUBLIC SALE

—OF—

VALUABLE REAL ESTATE!

By virtue of a deed of trust from J. W. Hall and wife, duly recorded in the Clerks' offices of Nansemond and Isle of Wight counties; at the request of W. H. Morris, beneficiary, and with the consent of J. W. Hall; and pursuant to a decree of the Circuit Court of Isle of Wight county entered in vacation the 23d day of September, 1889, in the chancery suit of J. W. Hall vs. John H. Wright, trustee, and al., I shall offer for sale by public auction,

ON FRIDAY, DECEMBER 20, 1889,

at 12 o'clock M., at Exchange, in Nansemond county, Va., the property conveyed by said deed, or "so much thereof as remains in existence," and described as follows:

1st. The tract of land in Nansemond county, Va., purchased by J. W. Hall from Jane M. Briggs, containing two hundred and eighty-six (286) acres, and known as "Exchange" and "Middle Farm."

2d. The property known as the "Edwin Phillips Mill Property," containing about sixteen (16) acres, together with the grist and saw-mill thereon, and all the rights and franchises thereto belonging, and lying adjacent to the first tract.

3d. A small tract adjoining the first above-named, purchased by J. W. Hall from Sydney T. Ellis, and a small tract called the "Allmond Tract," purchased from Dr. John T. Phillips.

4th. Two tracts containing together four hundred and twenty-three (423) acres, in Isle of Wight county, Va., both purchased by J. W. Hall from John M. Cowling. One of said two tracts contains one hundred and forty-three (143) acres and is bounded by the lands of Matilda Murphy, the heirs of Levi Ricks, the "Big Swamp," John D. Pitman, and the county road from Suffolk to Isle of Wight Courthouse. The other tract contains two hundred and eighty (280) acres, situated about three miles from Everett's Bridge, and was conveyed to John M. Cowling by Willis Grist and wife and John R. Kilby and C. B. Hayden, commissioners, and is bounded by the lands of George W. Bunting & Sons, Sally Crump, Thos. Shannon, Shivers' mill-pond, Mary Godwin, Thomas and Ed. Pitt, Spencer Lassiter and others.

Possession to be given January 1, 1890, and "not sooner, except by consent of said J. W. Hall." TERMS OF SALE—CASH.

R. H. BRINKLEY, Crier. **JOHN H. WRIGHT, Trustee.**

ISLE OF WIGHT CLERK'S OFFICE, September 30, 1889.

I certify that the bond required by the decree of the Judge of the Circuit Court of Isle of Wight county made in vacation the 23d day of September, 1889, in the chancery cause of J. W. Hall vs. John H. Wright, trustee, and al., has been executed with security deemed sufficient by me.

Teste: N. P. YOUNG, Clerk.

To. James M. Hall:

Please take notice that on Thursday the 18th day of July 1889 before Hon C.W. Hill, Judge of the Circuit Court of Isle of Wight County, in vacation I shall move the Court to dissolve the Injunction heretofore awarded You, in the Chancery Cause pending in the Circuit Court of Isle of Wight County, wherein You are Plaintiff and Jno. N. Wright Trustee and Wm. H. Morriss are Defendants.

Respectfully
W.H. Morris
By Counsel.

July 6th 1889

1889 July 9 th. I have served a copy of
This process in writing upon the within named
Jas. W Hall in person

Wm H Howell
Shff

Know all men by these presents, that we
James W. Hall, Mrs. Jennie L. Harrison wife of
Jas. C. Harrison, and Martha V. Hall
are held and firmly bound unto the Com-
monwealth of Virginia in the just and full
sum of One Thousand 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 the first day of
November in the year of our Lord one thousand
eight hundred and eighty eight, and in
the 113th. year of the Commonwealth.

The condition of the above obligation is such
that whereas the above bound James W. Hall
hath obtained from the Judge of the Circuit
court for the county of Isle of Wight an
injunction enjoining and restraining the
defendants John A. Wright Trustee & W. H. Morris,
their agents, attorneys, employees and all other
persons from further proceeding under the
said deed of trust from J. W. Hall & wife to
Jno. A. Wright trustee, a copy of which is filed
with the bill, by sale or otherwise, and to
restrain and enjoin the said parties from
selling or attempting to sell said Turbeville
wheat, in the bill mentioned, until the fur-
ther order of this Court. Now if the said
James W. Hall shall pay all such costs
and damages as may be awarded against

being in case this injunction is dissolved
then the above obligation to be void or
else to remain in full force. And we
each, waive our exemptions as to this obligation,
and we also waive any claims or right to discharge
any liability to the Commonwealth arising
under said bond, ~~or by virtue of said office,~~
with coupons detached from bonds of this state.

James W. Vaell (Seal)

Jennie Harrison (Seal)

Martha V. Hall (Seal)

In the clerk's office of the circuit court of
Isle of Wight county the 1st day of Nov.
1888. This bond was signed, sealed and ac-
knowledged by the obligors, the sureties having been fully
and admitted to record.

Teste, J. P. Yeaney Clk.

Clerk's
Bond
$2000.00

Wright F. Hall et al.

Bond dismissed by
the court
Nov. 1. 1888. Executed
& admitted to record
& filed.

Clerks Cir. Court
Isle of Wight Co Va

This Deed MADE this, the 1st day of October in the year eighteen hundred and eighty- Eight between James W. Hall of the 1st part & John M. Cobbling of the 2nd part & both

of the County of Nansemond in the State of Virginia party of the first part, and

Doth bargain & sell unto the party of the second part, as specified below subject to a deed of trust to John H. Wright trustee

Witnesseth, THAT IN CONSIDERATION OF THE SUM OF Eight hundred ($800 00/100) dollars, the said

party of the first part doth grant, with general warranty, unto the said party of the second part and to his heirs and assigns, forever the following property, to-wit: subject to a deed of trust bearing date 24th day of December 1885 & duly recorded in the Clerks office of the county of Nansemond on the 6th day of January 1886 for the sum of seven thousand Dollars in three bonds two for ($1500 00/100) each & one for ($4000 00/100) with John H. Wright trustee for William H. Morris of the city of Norfolk Va. The following property descried in said deed of trust (subjected as aforesaid) (first) one tract of Land purchased of Mrs. Jane M. Briggs known as Exchange & Middle farm containing two hundred & eighty six acres together with houses wharves & tenements thereon. (Second) The property known as Edwin E. Phillips mill property containing about sixteen acres together with the grist & saw mill thereon & such other houses & property as may be found thereon

(Third) a small tract purchased of S. T. Ellis a small called the Almond tract purchased by said Hall from John T. Phillips.

(Fourth) two tracts of Land in Isle of Wight County

Va. one called the Jimkins tract of (143) acres & the other called the Bullock tract containing two hundred & eighty acres which said Hall purchased of J. M. Cowling which said tracts of land is conveyed by deed of trust to John H. Wright trustee for William H. Morris of the city of Norfolk Va.
Fifth one Turbine water wheel and gearing.
Sixth All interest in tram road for logging Saw Mill. Said road being built by Order of Court.

Together with all and singular the appurtenances belonging to the same The Said grantor covenant that he has the right to convey the said land to the grantee; that the grantee shall have quiet possession of the said land, free from all incumbrances; that he, the said party of the first part, will execute such further assurances of the said land as may be requisite; and that he has done no act to incumber the said land. Other than such as above described

WITNESS the following signatures and seals This 1st day of October 1888

James W. Hall [SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, To-Wit:

I, J. J. Bunting ~~Notary Public~~ Justice for the County aforesaid in the State of Virginia, do certify that James W. Hall

whose name is signed to the writing above, bearing date on the 1st day of October in the year eighteen hundred and eighty-8 (1888) has acknowledged the same before me, in my County aforesaid.

Given under my hand, this 6th day of October in the year 188 8.

J. J. Bunting J. P. ~~Notary Public.~~

In the Clerk's Office of Nansemond County Court the 8th day of October 1888. This Deed was presented with the certificate annexed and admitted to record

Teste Peter B. Prentis Clerk,

STATE OF VIRGINIA. A Copy Teste: Peter B. Prentis. Clerk.

COUNTY OF NANSEMOND, To-wit:

I, a Notary Public for the County of Nansemond County, in the State of Virginia, do certify that

the wife of whose names are signed to the writing above bearing date on the day of , in the year eighteen hundred and eighty- , personally appeared before me, in the County aforesaid, and being examined by me privily and apart from her husband and having the writing aforesaid fully explained to her, she, the said acknowledged the said writing to be her act, and declared that she had willingly executed the same and does not wish to retract it.

Given under my hand, this day of in the year 188 .

Notary Public.

Exhibit with answer xmd
of W. H. Morris.

(Copy)

Deed of Bargain & Sale.

FROM

James W. Hall

TO

John M. Cowling

ADMITTED TO RECORD

This 8th day of October 1888

Recorded in Deed Book No.

20 *page* , *and Examined and Verified.*

TESTE.

Peter B. Pruitt

Clerk.

Tax $ 1.00

Fee 1.25

Total $ 2.25

W. T. Barron, Printer, Norfolk.

This Deed, made this 24th day of December in the year eighteen hundred and eighty four between J. W. Hall and A. V. Hall his wife of the county of Isle of Wight in the state of Virginia, of the one part, and John H. Wright, Trustee, of the other part Witnesseth, that the parties of the first part do grant unto the said trustee the following property, To wit: 1st The tract of land in Isle of Wight county purchased by said J. W. Hall from Jane M. Briggs by deed duly recorded containing two hundred and eighty six acres, and known as "Exchange" and "Middle farm" to which deed reference is hereby made for accurate description of boundaries. 2nd The property known as the "Edwin Phillips" mill property containing about sixteen acres, together with the grist and saw mill thereon, and all the rights and franchises thereto belonging, and lying adjacent to the tract first above described. 3rd A small tract adjacent to the first first above described, purchased from Sydney P. Ellis by J. W. Hall, and a small tract called the "Allmand tract" purchased by said J. W. Hall from Jno. T. Phillips. 4th Two tracts of Four Hundred and Twenty three acres situated in the County of Isle of Wight, one containing one Hundred and forty three (143) acres, conveyed to said J. W. Hall by Jno. M. Cowling, and bounded by the land of Matilda Mansfield

the heirs of Levi Ricks, the big swamp",
the land of Jno. D. Pitman and the county
road from Suffolk to Isle of Wight court
house. The other tract containing two
hundred and Eighty (280) acres, more
or less, situated about three miles from
Everetts Bridge, also conveyed to the said
Hall by Jno. M. Carsling, and to said Carsling
by Willis Grish & wife and Jno. B. Tilley &
C. B. Hayden commr. and bounded by the
land of Geo. W. Bunting & Sons, Sally Crump,
Thomas Shamard, Shivers Mill pond,
Mary Godwin, Thos. & Ed. Pitt, Spencer
Lapiter and others. In Trust, to secure
to W. H. Morris of the City of Norfolk Virginia,
the payment of the sum of Seven Thousand
dollars, evidenced by three bonds, all of
even date with this deed, and executed
by said J. W. Hall in favor W. H. Morris
and payable as follows, one for $1500.00
payable one year after date with interest;
One for $1500.00 payable two years after
date with interest, and one for $4000.00
payable three years after date with inter-
est, with power to the said Trustee,
upon default in the payment of either
of said bonds, as the same may be due
and payable to sell said land after thirty
days notice of such sale in a newspaper
published in Suffolk, and by hand bills
properly posted in said county, and for
cash sufficient to pay any bond then due

and unpaid, and the remainder in credit
sufficient to meet the bonds not then due
as the same may mature, & the surplus,
if any, to be paid as the said Trustee may
think best. And upon the further trust
that the said grantor shall remain in
quiet and peaceable possession of the above
granted and described premises, and
take the profits thereof to his own use,
until default be made in the payment
of the debt aforesaid, in whole or in
part as above stated. And upon such
default being made, the said Trustee shall
as soon thereafter as he shall be requested
by the said O. H. Morris or his assigns, so to
do, sell the above granted property at pub-
lic auction on the terms above named,
and out of the proceeds of such sale, after
paying all the expenses attending the ex-
ecution of this trust, including commis-
sions on said proceeds of sale to the said
Trustee, at the rate of five per cent, shall
pay to the said O. H. Morris or his assigns,
the debt aforesaid, with interest thereon
or so much thereof as may then remain
unpaid, and the balance, if any, to the
said grantor or his assigns. The said grantor
covenants that he will during the con-
tinuance of this trust, keep the buildings
upon the aforesaid property insured
against loss by fire, in a sum not less than
thirty five hundred dollars and assign

the policy of insurance to the said trustee as an additional security for the payment of the debt aforesaid. And if the said grantor fails to keep the said buildings insured as aforesaid, the said Trustee may cause the same to be insured, and the premium of such insurance shall be a charge on the Trust property aforesaid. The said grantor covenants that he will warrant generally the property hereby conveyed, and will pay all taxes, liens and assessments upon said property so long as he or his assigns shall hold the same. And the said grantor hereby waives the benefit of his homestead exemption as to the aforesaid debt and obligation, and as to this contract.

Witness the following signatures and seals,

J. W. Hall (Seal)

A. T. Hall (Seal)

County of Rockingham, To wit:

I, Jno. B. Palmer a Notary Public for the County aforesaid, in the State of Virginia, do certify that James W. Hall, whose name is signed to the writing above, bearing date on the 24th day of Dec. 1885, has acknowledged the same before me in my County aforesaid.

Given under my hand this 1st day of January, in the year 1886.

John B. Palmer Notary Public

State of Virginia a
County of Nansemond, To Wit:
I, Jno. B. Pinner a Notary Public for the
County of Nansemond in the State of
Virginia do certify that A. V. Hall the
wife of J. H. Hall, whose name is signed
to the writing above, bearing date on the
24th day of Dec: 1885, personally appeared
before me in the county aforesaid, and
being examined by me privily and apart
from her husband, and having the
writing aforesaid fully explained to
her, she, the said A. V. Hall acknowledged
the said writing to be her act, and declared
that she had willingly executed the same
and does not wish to retract it.
Given under my hand this first day
of January Anno Domini, 1886.
John B. Pinner Notary Public.

In the Clerk's office of Nansemond
County Court, this 6th day of January
1886, this deed of trust was presented
with the certificates annexed and
admitted to record.
Teste, Peter B. Pinner Clerk.

In the Clerk's office of the county court of Isle of
Wight County, the 12th day of Janry. 1886.
This deed of Trust was presented and
with the certificate annexed admitted, was
admitted to record.
Teste, A. P. Young Clk.

A copy, Teste, A. P. Young Clk.

Hall J. Co.

In Chy.

Wright Trustee et al.

Exb. "A"

Copy deed of trust

Exhibit B

Some citations bearing on the point of the effect of the Statute of 1884 on Mahoney's pending in 1886 to review the decree of 1881: a portion having been made the court on the argument to furnish such.

Elisha Pierce

v.s.

Seth F. Wheyland Thur, 5 Mass. Rep. by Metcalf, page 172, it is said by Dewey (speaking for the Supreme Court of Massachusetts, of Statutes of Limitations) that "these Statutes may well apply to contracts then in existence, allowing a reasonable time for creditors to institute their actions, before the Statute took effect."

And in Smith v Morrison, 22 Pickering, 430 it is held, speaking of the revised Statutes of Massachusetts, that "the revised Statute, c. 120 §1, providing that all actions upon judgments, rendered in any Court, not being a Court of Record, shall be barred, unless commenced within 6 years, next after the causes of action shall accrue, applies, as explained by St 1839, c. 73, to actions upon the judgments of a justice of the peace.

This provision is not unconstitutional as impairing the obligation of contracts, since, as it was enacted on the 4th of November 1835, and did not go into operation until the 1st of May 1836,

1836, the creditor had an opportunity, in the interval, to bring his action on any such judgment, recovered more than 6 years, before the first of May 1836".

and it is said to have been held in Mook v Burroughs U. S. C. C^t South. Dist. Ga. Nov 73, 1 Cen. L. J. 125, that "Nine months and fifteen days was a reasonable time".

Memo. In this case Mrs Young had from February 1884, until January 1885 - both 10 or eleven months, from the enactment of the act here in question until it went into operation to institute her proceeding - a length of time held to be sufficient. While, on the other hand, if this act of 1884 does not apply to decrees made within 5 years before 1885, and therefore not barred, then, in 1885, the 5 year act ceased to be in force, thus giving no limit to proceedings to review such decree, which could not be the intention of the legislature; and thus overwhelming the broad language of the act that it was intended to apply to all cases of decrees of 24 years standing.

James Alfred Young

January 13th 1888.

Note

Of L. D. Starke, duly for W. A. Morris, upon the application of J. W. Hale to enter a decree for leave to amend his bill in the suit of J. W. Hale v. J. A. Wright, Trustee, &c., pending in the Circuit Court of Isle of Wight Co.

The decree tendered ought not to be entered:—

1. Because the matters pending before the Judge on the 18th day of July, 1889, have been disposed of by a consent decree entered in the cause on a subsequent day, to-wit: on the 2d day of September, 1889. Even if an amendment were allowable, it could not relate back to a period antecedent to the last decree, but must be made, if at all, de novo, or in regular course. The matters then pending are res judicata; and to get an amendment, plaintiff must introduce some new element or ground of complaint, and this must be done, if at all, in the regular way, according to the rules of pleading and practice in equity.

2. It is admitted to be competent for the Court now to allow any amendment to which the plaintiff may now be entitled under the rules of pleading and practice. But the decree tendered does not come within that category.

3. Plaintiff is not entitled to the decree offered any how. He does not tender an amended bill. He does not state what amendment he proposes to make. He only asks for 90 days time in which to make any amendment he pleases.

4. The Courts are liberal in allowing amendments to pleadings, but they have some respect for the rules ordaining & governing them. The rule in equity is that amendments may be made when the bill is defective in its prayer for relief, or in the statement of the cause of action, or the omission or mistake of some fact or circumstance connected with the substance of the case, but not forming the substance itself. The plaintiff's bill not

be permitted to abandon the entire case made by the bill, and make a new and different case by way of amendment. 1 Barbour Chy Pract. pages 249 and 323, especially the latter. As to the question of usury, if that is what plaintiff is aiming at, the plaintiff will have to make a different case in substance — a new case. — But then he makes no case — does not give notice of any particular amendment — does not tender any amended bill, submit it to the Court — but simply asks the Court to open the case to him & give him 90 days in which to amend as he pleases. Will the Court give an advance leave of this sort? Surely not. If it is contended that the character of the amendment sought may be inferred from the antecedent part of the decree to that allowing time to amend, I answer that I am unwilling to trust to inferences and implications. I want the Court to see the amended bill before allowing it to be filed.

5. Upon no ground, is plaintiff entitled to the decree asked for.

Hale

vs.

Wright, Trustee, et al.

Note

Of L. D. Starke, atty for W. H. Harris, reserving the application of the plaintiff for the entry of a decree rendered in this cause.

Jas. W. Hall
vs } In Chancery.
Jno. H. Wright Trustee &al

This cause came on this day to be again heard upon the papers formerly read and upon the report of Jno. H. Wright Trustee of the sale and distribution made pursuant to an Order herein, in vacation on the 23d day of Sept 1889 to which report no Exception is filed; and was argued by Counsel. On Consideration whereof, the Court approving and confirming said report, doth adjudge, order and decree that said Trustee, do withdraw from the vouchers filed with his report, the bond for $1500.00 dated Dec 24th 1885, which was payable two years after its date, with a credit thereon of date Dec 20th 1889, of $1536 10/100, leaving a copy of such bond and credits, among the vouchers with the papers in the Cause, and will deliver the original bond to W.H. Morris.

And no Cause being shown against the dismission of the bill in this suit, it is ordered that the same be dismissed, and that the Defendants recover of the Plaintiff their costs, by them about their defence in this behalf expended.

E. W. Hall ——— Pltff

vs } In Chancery

Jno H. Wright Trustee Dft

Decree

To be Entered

May 28th 1890.

Hall. Pltff
vs
Wright-Trustee et al-

This cause came on this day to be again heard upon the papers formerly read, and upon the report of Jno. H. Wright Trustee, of the sale made by him under the Deed of Trust from J.W. Hall & wife to Jno. H. Wright Trustee, pursuant to an Order in said Cause made on the 23d day of Sept 1889, in vacation, to which report no Exception has been filed, and was argued by Counsel-

On Consideration whereof the Court, approving said report, and confirming the sales made, both adjudge, Order and decree that said Trustee do make to Wm. H. Morris, the purchaser, Deeds in the usual form for the lands sold, and credit upon the bonds of J.W. Hall held by him (W.H. Morris) the net proceeds of said land, and make report to Court.

J. W. Hall

20

J. H. Wright-Trustee et al.

Decree confirming sale.

To be entered

Jan 20th 1890.

Entered

To clerk of Circuit Court Isle of Wight Co.

Entered p. 355.
O.B. No. 5.
clk.

all
Vs.
Morris et, als.

This cause came on this day in the city of Norfolk by consent of parties in vacation upon the papers formerly read, and was argued by counsel; on consideration whereof the court doth adjudge, order and decree that John H. Wright trustee in the deed of trust from J. W. Hall and wife, a copy of which is filed as an exhibit with the bill, to secure certain debts therein named, upon giving bond in the penalty of ten thousand dollars payable to the said plaintiff J. W. Hall and conditioned for the faithful performance of his duties under this and all subsequent decrees, and for the faithful performance of his duty under said deed of trust, with surety deemed sufficient by the Clerk of the Circuit Court of Isle of Wight County before whom the said bond must be executed, proceed at once to advertise, by printed hand bills, at least one hundred of which shall be delivered to the plaintiff J. W. Hall, for circulation and distribution, the property in said deed of trust mentioned, or so much thereof as remains in existence, on the terms in said deed of trust mentioned at public auction at Exchange, Nansemond County, Va. at 12 clock M. ~~on Wednesday~~ December 20th, 1889. The notice shall plainly state that the sale is by consent of said J. W. Hall, and at the request of said Morris beneficiary, and shall state that possession will be given the purchaser or purchasers on the first day of January 1890, and not before, except by consent of said J. W. Hall, and that said trustee pay the proceeds of such sale, less his commissions and legal costs of sale, or a sufficient part thereof to satisfy the indebtedness in said deed of trust mentioned as claimed by the beneficiary therein, to said W. H. Morris, taking from him the bonds secured by said deed of trust duly receipted, and that said trustee report to court, filing therewith all proper vouchers:

And the Court doth further adjudge, order and decree, that if said J. W. Hall, or anyone for him, shall on or before the 19th day of December, 1889, tender to said W. H. Morris, or to L. D. Starke his Attorney a sum of money equal to the principal and interest of said bonds secured by said deed of trust, then in that event said bonds shall be "assigned," without recourse," to said J. W. Hall, or to any party by him named in writing by said W. H. Morris, and in the event that said money is paid and said bonds are assigned as aforesaid, then said Morris or his Attorney shall at once notify said trustee, and said sale shall not be made, otherwise said sale shall be made as aforesaid:

And the Court doth further adjudge, order and decree, it being solemnly agreed to by the plaintiff and the defendants, that the said sale of said property, nor the payment of said sum of money to W. H. Morris, nor the assignment of said bond, nor anything in this decree contained, shall affect in any manner, any question raised or which may be raised by any amended or additional pleadings in this cause, but the suit shall proceed to its final termination in like manner as if said sale had not been made, or said money had not been paid, or said bonds had not been assigned, or this decree had not been entered, except that the said defendants shall be bound to refund to said J.W.Hall or his asigns all money with interest which they or either of them may have collected in excess of the sum finally determined to be due to the defendants on the indebtedness in said deed of trust named, that is to say, if said defendants collect more than

All Available Text Successfully Captured

it is finally determined to be due them they, or either of them, shall refund such excess with interest:

And the Court doth further adjudge, order and decree that said J. W. Hall and those holding under him shall have the free and proper use and enjoyment of all said property up to January 1st, 1890, and that said Hall or his assignees shall have the right to collect and receipt for all rent on said property for the year 1889. And all other questions are hereby expressly reserved for future consideration and decision.

C H Hill

* to be inserted on the second morning of the session of the decree.

Hall, J. W.
Vs. Decree
Morris, et. als.

In vacation, Sept. 21, 1884

Clerk of the Cir. Court of
Isle of Wight county en-
ter this decree

We consent to this decree
and to its provisions

J. W. Hall, pltff.
by W. S. Holland
his attorney.

Hankie & Martin
Attys for defdts

To be entered
C W Stith
Judge &c
Sep 23, 1884
To clk circuit court
of Isle of Wight
Entered

Jas. W. Hall

vs

Wm. H. Monis et al:

This cause came on this day and upon Motion of the defendants, leave is given them to file their answers to the Complainant's Bill, and the Cause is set for hearing in vacation.

Jas. W. Hall

vs

W. H. Morrison et al

Decree

To be Entered.

April 25th 1889

Exhibit # 26

~~Hall~~

Hall vs Morris et. als,

~~On motion~~ In Norfolk Virginia in the office of Hon. L. W. Hill, Jany. 17th. 1889 this cause came on this day on the bill taken for confessed & an upon the grand duty the same was unanimously awarded a Motion to dissolve the injunction and was argued by Counsel on consideration whereof the Court being of opinion that there is equity in bill doth overrule said Motion

C Nottie

To A. P. Jeffreys Clerk of the circuit court of Isle of Wight County.
Janry. 17th 1889

Hall
vs
Wright Trustee &c
Decree

See inside

Recd. in clerk's
office 19 Jany. 1889.
and entered
J. G. Jenney c.c.

To Hon C.W. Hill, Judge of the Circuit Court of Isle of Wight County:

The undersigned Trustee, begs to report that, pursuant to a a decree made in the Chancery Cause of J.W. Hall Pltff vs Jno. A. Wright Trustee and Wm. H. Morris, on the 23d day of Sept 1889 in vacation, he proceeded on the 20th day of Dec 1889, at "Exchange" in Nansemond County, to sell the lands embraced in the Deed from J.W. Hall and wife to Jno. A. Wright Trustee, under the terms of said deed, selling in five parcels - Wm. H. Morris by became the purchaser of each of said parcels, paying for the farm known as "Exchange" and "Middle" farms $2500.00; for the Mill property $500.00; for the Ellis tract of about one and a half acres, $80.00; for the "Allmand" tract, (about five acres) $375.00 This last named tract was subject to prior Deed of Trust and did not sell for enough to pay the first Mortgage, although the first mortgagee was present and bidding on the property. In consequence of the purchase price of this tract being insufficient to pay the first Mortgage, the sale of this tract can not be credited upon the debt. The two tracts of land (wood-land) in Isle of Wight County will

2500
500
80
375
4455

sold for Seven hundred dollars ($700.00)
There were several bidders, and quite a large attendance at the sale, and it is believed the prices obtained compared favorably with any other sales recently made in this section, and no exceptions have been taken by Mr Hall or his counsel.

Respectfully submitted -

Jno. H. Wright Trustee.

Report of Sale
by Jno. H. Wright Trustee.

Filed 20. Jany. 1890.

Ex. Vol 2
pg 8 & elsewhere
J.H. Wright Trustee et al