

1917-009 Chancery Causes: Attorney Bargain House vs J. F. Crawley, E. H. 225

Isle of Wight County

Williams vs E. H. Williams, trustee

other SURNAMES: Kessler

"EXHIBIT-C"

THIS DEED, Made this 6th day of July, 1915, by and between J. E. Crawley, of the town of Smithfield, County of Isle of Wight, Virginia, party of the first part; E. H. Williams, Trustee of the County and State aforesaid, party of the second part, and the creditors of the said J. E. Crawley, parties of the third part;

WHEREAS, the said J. E. Crawley is embarrassed in his pecuniary affairs, and desires to secure to his creditors the payment of their respective claims against him, as far as his property will admit of, and with that object in view, has assigned and conveyed his property as hereinafter contained;

NOW, THEREFORE, THIS DEED, WITNESSETH: That the said J. E. Crawley, in consideration of the premises, and of the sum of One Dollar (\$1.00) to him in hand paid by the said E. H. Williams, Trustee, hath granted and conveyed, and does hereby grant and convey unto the said E. H. Williams, all of his property, real, personal and mixed, of every kind and description, except a little household and kitchen furniture, the same being enumerated and described as far as remembered, in the schedule hereto annexed, marked schedule "A" To have and to hold the same property unto the said E. H. Williams, his successors and assigns.

IN TRUST, to collect, sue for, demand, receive and recover all such money as may be due and owing to the said party of the first part, and to sell and dispose of all the property mentioned in the said schedule "A", and from the proceeds of such sales and collections as aforesaid, after paying all reasonable and proper costs, charges and expenses, including commissions on receipts to himself, shall pay to each and all of the creditors of the said party of the first part, who shall file their accounts with the said trustee within four months from the date of this deed, and who shall accept a pro rata share of the proceeds as a full settlement of their accounts, a full and com-

plete list of which creditors is herewith annexed to this deed, marked schedule "B". Should any creditor of the said party of the first part not be embraced in the said schedule "B" his rights hereunder are not to be prejudiced thereby, provided he files with the said trustee an itemized statement of his account within four months from the date hereof.

Given under my hand this 6th day of July, 1915.

J. E. Crawley -----(SEAL)

STATE OF VIRGINIA

County of Isle of Wight - to-wit:

I, L. C. Minton, a notary public for the County and State aforesaid, do hereby certify that J. E. Crawley, whose name is signed to the foregoing writing, bearing date July 6th, 1915, has acknowledged the same before me in my county and state aforesaid.

Given under my hand this 6th day of July, 1915.

McC.
L. C. Minton -----N. P.

My commission expires May 1, 1916.
I was commissioned as L. C. McClelland.

Schedule "A"

Stock of coffins, undertaking supplies, etc	\$500.00
One Hearse	250.00
Equities in real estate	500.00
Accounts, notes, etc.	500.00
Horses, carts, buggies and farm implements	250.00
Growing crops	<u>100.00</u>
	\$2100.00

Schedule "B"

Merchants & Farmers Bank, Smithfield, Va.	\$800.00
Bank of Smithfield, Smithfield, Va.	200.00
Burlington Coffin Co., Burlington, N. C.	100.00
H. C. Sims, Richmond, Va	136.08
L. Titwilleger Co., Norfolk, Va.	113.00
Wade wood Mfg. Co., Smithfield, Va.	20.00

Smithfield Water Co., Smithfield, Va.
T. J. Cox & Sons, Smithfield, Va.

\$53.50
90.00

\$1,512.58

Virginia: Clerk's Office of the Circuit Court of the County
of Isle of Wight, July 6th, 1915, at ten fifteen o'clock A. M.
this deed was received and with the certifice annexed,
admitted to record.

Teste: A. S. Johnson, Clerk .

A copy -

Teste,

A. S. Johnson, Clerk.

Deed Book 84, page 372.

July 22, 1915.

(C)

THIS DEED, Made this 6th day of July, 1915, by and between J. E. Crawley, of the town of Smithfield, County of Isle of Wight, Virginia, party of the first part; E. H. Williams, Trustee of the County and State aforesaid, party of the second part, and the creditors of the said J. E. Crawley, parties of the third part:

WHEREAS, the said J. E. Crawley, is embarrassed in his pecuniary affairs, and desires to secure to his creditors the payment of their respective claims against him, as far as his property will admit of, and with that object in view, has assigned and conveyed his property as hereinafter contained:

NOW, THEREFORE, THIS DEED, WITNESSETH: That the said J. E. Crawley, in consideration of the premises, and of the sum of One Dollar (\$1.00) to him in hand paid by the said E. H. Williams, Trustee, hath granted and conveyed, and does hereby grant and convey, unto the said E. H. Williams, all of his property, real, personal and mixed, of every kind and description, except a little household and kitchen furniture, the same being enumerated and described as far as remembered, in the schedule hereto annexed, marked schedule "A", To have and to hold the same property unto the said E. H. Williams, his successors and assigns.

IN TRUST, to collect, sue for, demand, receive and recover all such money as may be due and owing to the said party of the first part, and to sell and dispose of all the property mentioned in the said schedule "A", and from the proceeds of such sales and collections as aforesaid, after paying all reasonable and proper costs, charges and expenses, including commissions on receipts to himself, shall pay to each and all of the creditors of the said party of the first part, who shall file their accounts with the said trustee within four months from the date of this deed, and who shall accept a pro-rata share of the proceeds as a full settlement of their accounts, a full and complete list of which creditors is herewith annexed to this deed, marked schedule "B". Should any creditor of the

(2)

said party of the first part not be embraced in the said schedule "B" his rights hereunder are not to be prejudiced thereby, provided he files with the said trustee an itemized statement of his account within four months from the date hereof..

Given under my hand this 6th day of July, 1915.

J. E. Crawley, (SEAL)

STATE OF VIRGINIA,

County of Isle of Wight, to-wit:

I, L.C. McC. Minton, a Notary Public for the County and State aforesaid, do hereby certify that J. E. Crawley, whose name is signed to the foregoing writing, bearing date July 6th, 1915, has acknowledged the same before in my County and State aforesaid.

Given under my hand this 6th day of July, 1915.

L. C. McC. Minton, N.P.

My commission expires May 1, 1916.
I was commissioned as L.C. McClelland.

Schedule "A"

Stock of coffins, Undertaking supplies, etc.	\$500.00
One hearse	250.00
Equities in real estate	500.00
Accounts, Notes, etc.	500.00
Horses, carts, buggies and farm implements	250.00
Growing crops	100.00
	\$ 2100.00

Schedule "B"

Merchants & Farmers Bank, Smithfield, Va.	800.00
Bank of Smithfield, Smithfield, Va.	200.00
Burlington Coffin Co., Burlington, NC	100.00
H. C. Sims, Richmond, Va.	136.08
L. Titwilleger Co., Norfolk, Va.	113.00

(3)

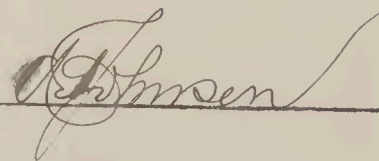
Wade Wood Mfg. Co., Smithfield, Va.	20.00
Smithfield, Water Co., Smithfield, Va.	53.50
T. J. Cox & Son., Smithfield, Va.	90.00
	\$ 1512.58

Virginia: Clerk's Office of the Circuit Court of the County of Isle of Wight, July 6th, 1915, at ten fifteen o'clock A.M. this deed was received and with the certificate annexed, admitted to record.

Teste, A.S. Johnson, Clerk.

A copy.

Teste,



Clerk.

Deed Book 84, page 372.

July 22, 1915.

1679
22

20.67
2.0
18.67

"EXHIBIT-B"

To E. H. Williams, Trustee.

TAKE NOTICE: That a judgment was obtained in the Circuit Court of Isle of Wight County on the 6th day of July, 1915, against J. E. Crawley, for the sum of Two Hundred and Twenty-eight and 52/100 (\$228.52) Dollars, with lawful interest on \$228.52 thereof from the 25th day of April, 1915, until paid, with costs; that a writ of fieri facias was issued on the said judgment on the 12th day of August, 1915, and was delivered into the hands of the Sheriff of Isle of Wight County on the 11th day of August, 1915; that such writ of fieri facias is alien from the time it was delivered into the hands of the said officer to be executed upon all personal estate of, or to which the said J. E. Crawley now, or may hereafter, and before the return day of said writ become possessed or entitled; that all persons who are in any way whatsoever, or who have or shall hereafter have in their possession, or under their control any personal estate to which the said J. E. Crawley now, or may hereafter become entitled, are hereby given notice of the said writ of fieri facias and they will be affected by such notice and held personally responsible accordingly for any payments or deliveries or personal estate by them or their agents to the said J. E. Crawley, or to any person for them after the receipt of this notice.

Dated this 4th day of October, 1915.

*David J. Kessler and
Isidore J. Kessler partners
trading as attorney at law
Harrison*
By *Wm. A. Hollan* p.q.

(B)

To E. H. Williams, Trustee

TAKE NOTICE: That a judgment was obtained
in the Circuit Court of Isle of Wight Co.
on the 6 day of July, 1915-, against
J. E. Crawley
for the sum of \$228.52 Dollars, with lawful
interest on \$228.52 thereof from the 25- day of
April, 1915-, until paid, with costs; that
a writ of fieri facias was issued on the said judgment on the
said judgment on the 12 day of August, 1915-, and
was delivered into the hands of the Sheriff of Isle of Wight
County on the 12 day of August, 1915-.; that such
writ of fieri facias is alien from the time it was delivered
into the hands of the said officer to be executed upon all
personal estate of, or to which the said J. E. Crawley
now, or may hereafter, and before the return day of said writ
become possessed or entitled; that all persons who are in ~~my~~ any
way whatsoever, or who have or shall hereafter have in their
possession, or under their control any personal estate to
which the said J. E. Crawley
now, or may hereafter become entitled, are hereby given notice
of the said writ of fieri facias and they will be affected by
such notice and held personally responsible accordingly for
any payments or deliveries or personal estate by them or their
agents to the said J. E. Crawley.
or to any person for them after the receipt of this notice.

Dated this 4th day of Oct., 1915-.
David J. Kessler and
Isidore J. Kessler
attorneys for J. E. Crawley
By J. E. Crawley p. q.

George Vals
V

90 VA 839

Bates Vals

"a piece of land near
Bacon Quarter Branch"

Menitt

107 VA 174

Bunting

Wheaton

112 VA 649

V
Doughty

Hardaway

100 VA 481

V
Jones

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA:

David L. Kessler and Isidore

I. Kessler, partners, trading as

Attorney Bargain House ----- Complainants

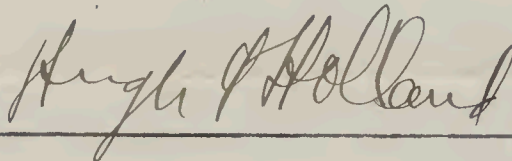
vs.

E. H. Williams, Trustee, E. H.

Williams and J. E. Crawley ----- Defendants

To A. S. Johnson, Clerk of said court:

Please summon defendants for complainants, In Chancery,
to second December (1915) rules.



p. q.

1
Thorrey Burgess Kears

2 of Chancery 225

William it als

Memo

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

Dec 13 1913

Filed

Teste, Johnson Clerk.

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT.

ATTORNEY BARGAIN HOUSE ,.....PLAINTIFF,

VS) CHANCERY NO. 225,

E. H. WILLIAMS, TRUSTEE, ET ALS,.....DEFENDANTS.

This cause came on this day to be again heard upon the papers formerly read, and upon the statements of counsel, representing both plaintiff and defendants, that the matters complained of in the bill of complaint in this suit have been amicably settled, and was argued by counsel.

And, it appearing to the Court from said statements of the counsel that nothing further remains to be done in this suit, the Court doth adjudge, order and decree that this cause be stricken from the docket.

ATTORNEY BARGAIN HOUSE,
PLAINTIFF,

VS) CHANCERY NO.225,

E. H. WILLIAMS, TRUSTEE,
ET ALS.,
DEFENDANTS.

D E C R E E

1917
Jan. 4.
Enter this.
B.D.W.

60137 397

ERNEST H. WILLIAMS
Attorney-at-Law
SMITHFIELD, VIRGINIA

COMMONWEALTH OF VIRGINIA,

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

We command you that you summon E. H. Williams, trustee, E. H. Williams and J. E. Crawley, to appear at the Clerk's Office of the Circuit Court of our County of Isle of Wight, at the rules to be holden for said court on the third Monday in December, 1915, to answer a bill in chancery to be filed by David L. Kessler and Isidore I. Kessler, partners, trading as Attorney Bargain House. And have then and there this writ.

Witness, A. S. Johnson, Clerk of said Court, at the Courthouse, this 13th. day of December, 1915, and in the 140 year of the Commonwealth.

Teste,

A. S. Johnson Clerk.

~~Hugh L.~~

Hugh L. Holland, p.q.

Attorney, Darguin House

2 { Chauncy 225

Edwards, No. 1415

Subpoena

VIRGINIA: CLERK'S OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT
1718

Returned *H. H. Williams*

Teste, *Edwards* Clerk.

Executed the within warrant this the 15th day of Dec. 1915 by serving a true copy of same on *E. H. Williams* Trustee of *E. Chauncy* in person Within the County of Isle of Wight.

Edwards Sheriff.

D. S.

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT,
VIRGINIA:

David L. Kessler and Isidore I.
Kessler, partners, trading as
Attorney Bargain House ----- Complainants
vs.

J. E. Crawley, E. H. Williams
and E. H. Williams, Trustee ----- Defendants

To the Honorable Circuit Court of Isle of Wight County:
Your complainants respectfully represents:

(1) That on the 6th day of July, 1915, they recovered
in the Circuit Court of Isle of Wight County a judgment against
J. E. Crawley, of said county, for the sum of Two Hundred
and Twenty-eight and 52/100 (\$228.52) Dollars, with interest
thereon from the 25th day of April, 1915, until paid, and costs,
and that said judgment was duly docketed in the Clerk's
Office of said court on the 12th day of ^{Aug}~~July~~, 1915, an
abstract of which said judgment is herewith filed, marked
"Exhibit-A" and made a part of this bill; and

(2) That a writ of fieri facias was issued upon said
judgment on the 12th day of August, 1915, and that said writ
was placed in the hands of said sheriff to be executed and
that said sheriff has given J. E. Crawley and E. H. Williams,
Trustee, specific notice of the existence of this said writ
of fieri facias and of its delivery to him, and that said
notice was given as aforesaid befo^{re} said writ of fieri facias
was returnable, a copy of which said notice is herewith filed
marked "Exhibit-B" and prayed to be taken as a part of this
bill; and

(3) That on the 6th day of July, 1915, said J. E. Crawley attempted to convey to E. H. Williams, Trustee, the following property, to-wit:

Stock of coffins, undertaking supplies, etc.	\$500.00
One hearse	250.00
Equities in real estate	500.00
Accounts, Notes, etc.	500.00
Horses, carts, buggies and farm implements	250.00
Growing crops	<u>100.00</u>
	\$2,100.00

a copy of which said deed is herewith filed marked "Exhibit-C" and prayed to be taken and read as a part of this bill; and

(4) That said deed contains no description whatever of the real estate and personal property attempted to be conveyed, and that said deed is absolutely null and void for that reason; and

(5) That said J. E. Crawley as soon as he was served with notice of motion of said judgment, immediately made numerous inquiries as to how he could avoid the payment of the said debt due to the complainants in this suit; that said J. E. Crawley attempted to convey said property as aforesaid with the and avowed intention of hindering, delaying and defrauding one of his creditors, the complainants in this suit; that there was no consideration for said deed, and that said deed was made and executed with the specific intention on the part of the said J. E. Crawley to defraud his creditors, the said complainants, and that said deed is absolutely null and void; and

(6) That your complainants have given the said E. H. Williams, Trustee, notice that they would move the said court to have this deed set aside for the reasons above given, and

the said complainants having been informed that the said E. H. Williams, Trustee, on the execution of said deed, took possession of certain personal property belonging to the said J. E. Crawley, that said trustee and said J. E. Crawley both have had specific notice of the existence in the hands of the said sheriff of the said live execution; that your complainants are informed and believe that the said E. H. Williams, Trustee, now has in his possession personal property and the proceeds of the sale of certain personal property belonging to the said J. E. Crawley, and that said personal property and money in the hands of said trustee is liable to the payment of said execution in full; and that any real estate that the said J. E. Crawley owned at the time said judgment was given against him is now liable to the payment of said judgment, regardless of said attempted conveyance; and

(7) That the rents and profits of said real estate will not satisfy said judgment in five years:

In consideration whereof and inasmuch as your complainants are remediless in the premises, save in a court of equity, your complainants pray that the said J. E. Crawley, E. H. Williams and E. H. Williams, Trustee, may be made parties defendant to this bill, and required, but not on oath, to answer the same, the oath being hereby waived; that all proper orders and decrees be made, inquiries directed and accounts taken; that an account be made of personal property turned over to the said E. H. Williams, Trustee, by the said J. E. Crawley, showing what part has been sold and the amount of money now in the hands of E. H. Williams, Trustee, as aforesaid, and also the amount that was in the hands of said trustee at the time of delivery of said execution to the said sheriff; that an account showing a description of the real estate that

was owned by the said J. E. Crawley at the time said deed was made and at the time said judgment was given, together with all liens on said real estate and their dignities and priorities; that the said E. H. Williams, Trustee, be required to pay unto the complainants in this suit said judgment in full, together with all costs and interest out of the proceeds in hand as such trustee from sale of the personal property of the said J. E. Crawley; that if the money in the hands of said E. H. Williams, Trustee, is not sufficient to pay said judgment, that any other personal property of said J. E. Crawley, whether same be in possession of the said trustee or not, be sold by order of this court to satisfy said judgment; and if such money and other personal property of the said J. E. Crawley is not sufficient to satisfy said judgment, that the real estate, or such part thereof as may be necessary, be sold to satisfy said judgment; that said deed from J. E. Crawley to E. H. Williams, Trustee, be set aside and declared to be null and void; that if it will appear that the rents and profits of the said real estate shall not satisfy the judgment in five years, the said real estate, or so much thereof as may be necessary, be sold to satisfy the said judgment; that if the rents and profits of said real estate will satisfy the judgment in five years, the said land be rented out, and the rents and profits therefrom be applied to the said judgment until the same is fully satisfied; that said E. H. Williams, Trustee, be ordered, restrained and enjoined from disbursing or distributing any money he may have in hand as trustee of said J. E. Crawley under said deed until the further order of this court; and that your complainants may have all such other, further and general relief in the premises as the nature

of his case may require or to equity shall seem meet.

David F. Kessler and
Isidore L. Kessler
partners trading as
attorney Bargain House

Complainants.

Hugh A. Holland, Counsel.

David L. Kessler and Isidore
I. Kessler, partners trading as
Attorney Bargain House

vs.

J. E. Crawley, E. H. Williams
and E. H. Williams, Trustee.

(BILL OF COMPLAINT)

Second December Rules 1915
Bill filed - Process returned
ex. cited - Deceit nisi

First January Rules 1916
Defendants not appear -
arg. Case set down
for hearing

Hugh L. Holland,
Attorney-at-Law,
Suffolk, Va.