1920-020 Chancery Causes: Thomas Rodgers vs D. Juett Johnson & James H. Corbitt, Trustee 317

Isle of Wight County

Thomas Rodgers,

v.

J. Juett Johnson and

James H. Corbitt, Trustee.

B I L L .

2nd December Rules 1919
Process returned executed
on all defendants. Bill filed.
Decree nisi

1st January Rules 1920
Defendants not appearing
to plead, etc Cause set down
for hearing

W. P. LIPSCOMB
ATTORNEY AT LAW
COMMONWEALTH'S ATTORNEY FOR THE CITY OF SUFFOLK
SUFFOLK, VIRGINIA

made parties defendant to this bill, and required to answer the same, but an answer under oath is waived; that the said J. Juett Johnson may be required to set forth the nature of his claim against the said land, and that his claim may be determined by a decree of this honorable Court; that by said decree it may be declared and adjudged that your orator is the owner of the said land, and that neither the said J. Juett Johnson nor the said James H. Corbitt, Trustee, has any estate, lien, interest, or title, whatever, in, on or to the said land, and also that the said J. Juett Johnson and the said James H. Corbitt, Trustee, be forever barred from asserting any such claim to or lien on the said land, and that the said cloud upon your orator's title to the said land be forever removed and his title thereto be quieted; and for such other, further, and general relief as may be agreeable to equity and good conscience.

And your orator will ever pray, etc.

Thomas Rodgers,
by Counsel.

W. P. Lipscomb
p.q.

last-mentioned sum your orator tendered the said J. Juett Johnson on or about January 13, 1919; but the said J. Juett Johnson declined to accept the said sum of Forty-Five and 34/100 Dollars ($45.34) in settlement of the balance due him by your orator, on the said debt of One Hundred and Twenty-Five Dollars ($125.00), and refused, and still refuses, to execute and deliver to your orator a release deed for said land, or to execute a marginal release of the said land from the lien of the said deed of trust given to secure the payment of said debt, although the said J. Juett Johnson has known, and still knows, that your orator is ready, able, and willing, to pay to him, the said J. Juett Johnson, the said balance of Forty-Five and 34/100 Dollars ($45.34) due on the said debt.

Your orator avers that the claim of the said J. Juett Johnson to a lien on your orator's said land, by virtue of the said deed of trust, is without any right whatever, and that the said J. Juett Johnson has not any estate, lien, right, title, or interest, whatever in the said land, or any part thereof, but by reason of the refusal of the said J. Juett Johnson to accept the said sum of Forty-Five and 34/100 Dollars ($45.34) in settlement of the balance of said debt, owing him by your orator, and of his refusal to execute and deliver to your orator a release deed for the said land, or to execute a marginal release of the said land from the lien of the said deed of trust, there is a cloud on your orator's title to the said land, which should be removed and your orator's title thereto quieted.

Forasmuch, therefore, as your orator is remediless in the premises, save in a court of equity, where matters of this kind are properly cognizable, your orator prays that the said J. Juett Johnson and James H. Corbitt, Trustee, may be

To the Honorable B. D. White, Judge of the Circuit Court of Isle of Wight County, Virginia:-

Your orator, Thomas Rodgers, respectfully shows unto your Honor the following facts:-

That your orator is now, and for a long time hitherto has been, the owner, and in the actual possession, of a certain tract or parcel of land in Holy Neck Magisterial District, Nansemond County, Virginia, containing sixteen (16) acres, more or less, and bounded and described as appears in the deed made to your orator by J. Juett Johnson on the 4th day of December, 1906, and of record in the Clerk's Office of said County in Deed Book No. 62, page 354.

That by deed dated December 4, 1906, and recorded in said Clerk's Office in Deed Book No. 61, page 309, your orator conveyed the said land (reserving, however, a right of way over same, thirty feet wide, adjoining the right of way of the Seaboard Air Line Railway) to James H. Corbitt, Trustee, in trust to secure to the said J. Juett Johnson the payment of a debt amounting to One Hundred and Twenty-Five Dollars ($125.00), and further evidenced by two bonds, of even date with the said deed of trust, waiving the homestead exemption, signed by your orator and his wife, Josephine Rodgers, payable to the said J. Juett Johnson, one of the bonds being for Twenty-Five Dollars ($25.00), and payable December 1, 1907, and the other of said bonds being for One Hundred Dollars ($100.00), and payable on demand after December 1, 1907, both of said bonds bearing interest from their dates at the rate of 6 % per annum, payable annually.

That your orator has paid to the said J. Juett Johnson all of said debt, including principal and interest, except the sum of Forty-Five and 34/100 Dollars ($45.34), which

COMMONWEALTH OF VIRGINIA.

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

We command you that you summon J. Scott Johnson and James H. Corbitt, trustee, to appear at the Clerk's Office of the Circuit Court for our County of Isle of Wight, at the rules to be holden for the said Court, on the Third Monday in December, 1919, to answer a bill in chancery filed against them by Thomas Rogers. And have then and there this writ.

Witness, A. S. Johnson, Clerk of said Court, at the Courthouse, this 20th. day of November, 1919.

A. S. Johnson Clerk.

W. P. Lipscomb, p.q.

I hereby accept due, legal and sufficient notice of the within subpoena.

James H. Corbitt Trustee.

2

Rogers

vs) Chancery. No. 317

Johnson et al.

Subpoena.

Ex m- 12.11.19

I executed the within Summons this the 11 day of
Dec. 1919 by Serving a true
copy of the same on Jno. Johnson in person
In the County of Isle of Wight.

P. Guy. Edwards.
Sheriff of Isle of Wight Co.

Dec 12, 1920
Returned & filed
Jno. O. Johnson. Clk

COMMONWEALTH OF VIRGINIA,

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

We command you that you summon J. Juett Johnson and James H. Corbitt, trustee, to appear at the Clerk's Office of the Circuit Court for our County of Isle of Wight, at the rules to be holden for the said Court, on the Third Monday in December, 1919, to answer a bill in chancery filed against them by Thomas Rogers. And have then and there this writ.

Witness, A. S. Johnson, Clerk of said Court, at the Courthouse, this 28th. day of November, 1919.

A S Johnson Clerk.

W. P. Lipscomb, p.q.

4

Thomas Rodgers
vs.
J. Janet Johnson and
James H. Corbett,
Trustee.

Depositions.

Received, sealed. from
S P S Bell. N. P. April
15, 1920 Filed
Test. O Johnson. Cl

LEWIS & HARRIS
COUNSELLORS AT LAW
LAW BUILDING
SUFFOLK, VIRGINIA

"EXHIBIT C"

J.P.S.B.

Thomas Rodgers

To J. Jewett Johnson Dr.

	To bond dated Dec. 4, 1906, payable on demand after Dec. 1, 1907, bearing interest from date	$100.00	
	" interest to Dec. 4, 1907	6.00	106.00
1907 Dec. 26-	By cash paid by Thomas Rodgers	6.00	100.00
	To interest to Dec. 4, 1908	6.00	106.00
1908 Dec. 24-	By check from James H. Corbitt	25.00	81.00
1910 Dec. 23-	By $9.72 paid by Rodgers for interest 1909-1910		
	" $11.00 paid by Rodgers on principal	11.00	70.00
	To interest to Dec. 4, 1912	8.40	78.40
1912 Dec. 11-	By check from James H. Corbitt	40.00	38.40
	To interest to Dec. 4, 1914	4.60	43.00
1915 Feby. 2-	By cash paid Johnson	5.00	38.00

Exhibit "C"
J.P.S.B.

of executing this trust, including a trustee's commission of five per centum, the fees for drawing and recording this deed, if then unpaid and to discharge the amount of money then payable upon the said debt; and if there be any residue of said purchase money the same shall be made payable at such time and secured in such manner as the said Trustee shall think fit.

The said parties of the first part covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed so long as they or their heir-s or assigns shall hold the same.

If no default be made in the payment of the said debt or insurance premiums then upon the request of the parties of the first part, a good and sufficient deed of release shall be executed to them at their own proper cost and charges.

Witness the following signatures and seals.

Thomas Rodgers, (SEAL)

Josephine Rodgers, (SEAL)

STATE OF VIRGINIA:

County of Nansemond, to-wit:

I, F.W.Lloyd, a Notary Public for the county aforesaid, in the State of Virginia, do certify that Thomas Rodgers and Josephine Rodgers, his wife, whose names are signed to the writing hereunto annexed, bearing date the 4th day of December, 1906, have acknowledged the same before me in county aforesaid.

My term of office expires on the 19th day of March, 1910.

Given under my hand this 10th day of December, 1906.

F.W.Lloyd, Notary Public.

County of Nansemond, to-wit:

In the Office of the Clerk of the Circuit Court for the County of Nansemond the 18th day of December, 1906, this deed was presented, and, with the certificate annexed, admitted to record.

Teste: R.R.Smith, Clerk.

By, A.P.Gomer, D.C.

A true copy:

ATTEST: Ruby D. Barfoot

Deputy Clerk

THIS DEED, Made this 4th dayof December, in the year one thousand nine hundred and six between Thomas Rodgers and Josephine Rodgers,his wife,parties of the first part, and James H.Corbitt,Trustee,party of the second part..

WITNESSETH: That said parties of the first part do grant unto the said party of the second part, with general warranty, the following property, to-wit:

All that tract or parcel of land in Holy Neck Magisterial district,in Nansemond County,Virginia,bounded and described as follows: on the East by a line of newly chopped trees, beginning at a newly chopped sweet gum at the Northeast corner of the land herein conveyed, running southwardly to another newly chopped sweet gum at the southeast corner of the land herein conveyed; on the south by the swamp dividing the land herein conveyed from the land of W.T.Kilby;on the West by a small branch running from the Seaboard Air Line Railway right of way to said swamp; and on the North by the right of way line of the Seaboard Air Line Railway; and containing sixteen (16) acres,more or less, the grantor,however, reserving for himself, his heirs and assigns, a right of way for all purposes over and upon a strip thirty feet wide of the land herein conveyed,adjoining the right of way of the Seaboard Air Line Railway, it being the same property which by deed of even date herewith, was conveyed by J.Juett Johnson to the said Thomas Rodgers, the present deedof trust being to secure the balance due on the purchase price.

IN TRUST, to secure to J.Juett Johnson the payment of a debt amounting to One Hundred and Twenty-five Dollars ($125.00) and further evidenced by two bonds of even date herewith,waiving Homestead Exemption,signed by Thomas Rodgers and Josephine Rodgers, and payable to J.Juett Johnson,one of said bonds for $25.00 payable December 1st, 1907, and the other bond being for $100.00 payable on demand after December 1st,1907, both bonds bearing interest from date at the rate of 6% per annum, said interest being payable annually.

In the event that default shall be made in the payment of the said debt, principal or any installment of interest,when due and payable, then the Trustee, on being required so to do by the beneficiary,his executors, administrators or assigns, shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale the same shall be made after first advertising the time and place thereof for at least fifteen days by means of posters, in three or more conspicuous places, or as said Trustee may deem best and upon the following terms, to-wit: for cash as to so much of the proceeds as may be necessary to defray the expenses

EXHIBIT A
D.P.P.B.

Thomas Rodgers first being duly sworn deposes as follows:

Rodgers are you the plaintiff in this suit against Mr. Johnson and Mr. Corbitt, trustee?

A. Yes, sir.

Q. Are you ready and willing at this time to pay Mr. Johnson the balance you owe him on the debt secured by the deed of trust? And fifty cents in order to satisfy the deed of trust?

A. Yes, sir.

Q. If Mr. Johnson is willing to accept the amount that you claim you owe him, are you willing to pay him for the cost of making deed of release to you.

A. Yes, sir.

And further this deponent saith not.

Thomas Rodgers

me to settle with Mr. Johnson the balance he owed him on the bond and to have the same marked paid and the deed of trust released. I wrote Mr. Johnson that I had the money in hand and was anxious to make the settlement for Rodgers. To the best of my recollection he never replied to any letter I wrote him. I saw him on the streets of Suffolk on two or three occasions and I told him I had the money and was anxious to pay it for Rodgers . He indicated his unwillingness to receive it, but he would not give me any definite reason for his not doing so. Finally, on January 13th, 1919, I made the legal tender to Mr, Johnson in my office in Suffolk, of the amount due on the bond, with the fifty cents necessary for releasing the deed of trust. This tender was made, Mr. Lipscomb, in your presence. Mr. Johnson dedined to accept the money, not because the amount tendered was not correct according to the balance shown to be due on the bond, but, as far as I could learn from him, because he claimed Rodgers owed him some other money, and that he was unwilling to release the deed of trust until the other matter was closed.

And further this deponent saith not.

James H. Bartlett

I hand you, herewith, a statement, which will be marked Exhibit "C", which I prepared with reference to the Bond for $100.00, showing in detail the interest due thereon, and the various payments. From this statement it will appear that, from February 2, 1915, Thomas Rodgers owed on the said bond for $100.00, $38.00 with interest thereon from date.

Attached to this statement are the receipts signed by J. Juett Johnson for the payments shown on the statement; which receipts are marked as follows:

Receipt dated December 26th, 1907, for $6.00 interest, marked Exhibit "D".

Receipt dated December 24th, 1908, for $25.00, marked Exhibit"E".

Receipt dated December 23rd, 1910, for $9.72, in payment of interest and $11.00 of principal, marked Exhibit "F".

Receipt dated February 2nd, 1915, for $5.00, marked Exhibit "G".

The statement shows another payment to J. Juett Johnson of $40.00. This was paid to him by me for Thomas Rodgers by my check dated December 11th, 1912, which check has been returned to me with J. Juett Johnson's endorsement thereon, marked paid by the bank.

Sometime after February 2, 1915, exactly how long I am unable to say, Thomas Rodgers gave me the money and requested

James H. Corbitt being first duly sworn deposes as follows:

Q. Please state whether or not you are the trustee in the deed of trust from Thomas Rodgers and wife to secure a debt due by him to J. Juett Johnson, the said deed of trust conveying certain land in Nansemond County, Virginia, and being recorded in the Clerk's Office of the said County, in Deed Book Number 61, at Page 309, and dated December 4th, 1906, and if so, please state what transactions you have had with reference thereto.

A. I offer, herewith, as evidence, a certified copy of the deed of trust, which the Notary will please mark Exhibit "A". This deed secured to J. Juett Johnson the payment of a debt of $125.00, evidenced by two bonds dated December 4th, 1906; one of said bonds being for $25.00, payable December Ist, 1907, and the other bond being for $100.00, payable on demand after December Ist, 1907, both bonds bearing interest from date at the rate of six per centum per annum, payable annually.

Thomas Rodgers paid me $27.00, which I, on December 7th, 1907, paid to J. Juett Johnson in payment of principal and interest represented by the bond for $25.00 due December Ist, 1907. I wish to put in evidence the said bond for $25.00, marked paid by J. Juett Johnson, which will be known as Exhibit "B".

THOMAS RODGERS

Vs.

J. JUETT JOHNSON AND
JAMES H. CORBITT, TRUSTEE

Depositions of James H. Corbitt and Thomas Rodgers taken before me, Sue P. S. Beal, a Notary Public for the City of Suffolk, in the State of Virginia, on the 9th day of April, 1920, in pursuance of the annexed notice, at the Office of W. P. Lipscomb in the National Bank of Suffolk Building, in the City of Suffolk and State of Virginia, between the hours of ten o'clock A. M., and five o'clock P. M., to be read in evidence in a suit in which Thomas Rodgers is Plaintiff and J. Juett Johnson and James H. Corbitt, Trustee, are Defendants, pending in the Circuit Court of Isle of Wight County, Virginia.

PRESENT:

W. P. Lipscomb, Counsel for the Plaintiff.

The defendant, James H. Corbitt, Trustee, being present in proper person. The defendant, J. Juett Johnson not being present, and there being no appearance for him.

I executed the within Notice this the 1 day Of April 1920
by delivering a true copy of the same to J. Juett Johnson
in person in the County of Isle Of Wight.

R. A. Edwards. Sheriff.

by J. T. Bach D. S.

Re Application
of Johnson,
Original.

Due/ legal and sufficient service of the within notice is hereby acknowledged, this 26th day of March, 1920.

Attorney.

To J. Juett Johnson, and

James H. Corbitt, Trustee,

Take notice that I shall, on the 9th day of April, 1920, at the office of W. P. Lipscomb, Esq., in the National Bank of Suffolk building, in Suffolk, Virginia, between the hours of 10 a. m., and 5 p. m. on that day, proceed to take the depositions of James H. Corbitt and others, to be read in evidence in my behalf, in a certain suit depending in the Circuit Court of Isle of Wight County, Virginia, wherein you are defendants and I am complainant; and if, from any cause the taking of the said depositions be not commenced on that day, or, if commenced, be not concluded on that day, the taking of the same will be adjourned and continued from day to day, or from time to time, at the same place and between the same hours, until the same shall be completed.

Given under my hand this 26th day of March, 1920.

Thomas Rodgers.

by

W. P. Lipscomb.

his counsel.

McLEMORE & CORBITT, ATTORNEYS,
SUFFOLK, VIRGINIA.

$ 25.00 — On December 1, 1907, we owe and promise to pay unto Quelt Johnson, his heirs or assigns, the sum of Twenty five and no/100 DOLLARS, Value received, and with interest from date, payable annually

We hereby waive the benefit of our Homestead Exemptions as to this debt.

Witness the following signatures and seals this 4th day of December 1906.

This Bond is secured by Deed of Trust on Real Estate in Nansemond County, Va

Jas. H. Corbitt, Trustee.

Thomas Rodgers SEAL

SEAL

Josephine Rodgers SEAL

EXHIBIT B
S.P.S.B.

B

"EXHIBIT D"
S.P.S.P.

Exhibit "D"
S.P.S.P.

"EXHIBIT E"

P P S B

Received, Dec. 24, 1908, of James H. Corbitt, Twenty-five Dollars, ($25.00), to be applied on note of Tom Rogers held by me.

J Durell Stinson

Exhibit "E"
P.P.S.B

Rec'd of Thomas Rogers Jackson One Hundred
and Eleven Dollars & 10 Cts
Mill Supply Fund Cl. in payment of dues
on yr 1909 - 1910 Paid in Full
pd Eleven Dollars & 10 Cts
Jeffers Rec'a 12-10 J Jackson

"EXHIBIT F"
S.P.S.B

6-90

Record of Lomax Rodeo Fire Dances on
roll held by me
against Lands

Feb 2 = '15 - J Judd Stevens

"EXHIBIT G"

S.P.S.B

NO._____ $

Farmers Ban

PAY TO THE
ORDER OF_____

_____

Form 8—11-22 11—25M

State of Virginia,

City of Suffolk, to-wit:-

I, Sue P. S. Beal, a Notary Public for the City of Suffolk, in the State of Virginia, do hereby certify that the foregoing depositions were duly taken, reduced to writing, and signed by the witnesses respectively before me at the place and the time therein mentioned pursuant to the annexed notice.

In witness whereof, I have hereunto set my hand and affixed official seal at Suffolk, Virginia, this 14th day of April, 1920.

Sue P. S. Beal
Notary Public.

My commission expires the 16th day of February, 1924.

Suffolk, Virginia.

Lucy P. A. Bass

To stenographic services for taking depositions in the matter or Thomas Rogers vs. J.Juett Johnson et als----------$2.50

Original

I executed the within Notice this the ..... day of
April 1970 by delivering a true
copy of the same to Jack Mann in person
in the County of Isle of Wight.

R. A. Eason & .....
Sheriff of Isle of Wight Co.

By J. L. Ball, D.S.

6-

Notice of Appeal
No. 34
Jack Mann et al

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

THOMAS RODGERS,

v.

April 17, 1920.

J. JUETT JOHNSON AND JAMES H. CORBITT, TRUSTEE.

To J. Juett Johnson and

James H. Corbitt, Trustee:-

TAKE NOTICE that depositions on my behalf have been taken in the above-entitled suit, and that I shall, on Monday, May 3, 1920, appear before the Circuit Court of Isle of Wight County, Virginia, at the court-house thereof, and ask for a decree removing the cloud(mentioned in the bill in these proceedings) on my real estate described in said bill, releasing my said land from the lien of the deed of trust mentioned in said bill, and adjudging that neither of you has any further estate, lien, interest, or title, whatever, in, on or to the said land, and for such further relief as is prayed for in said bill.

Thomas Rodgers,
by W. P. Lipscomb,
Counsel.

MR. W. P. Ripscomb Atty.,

TO G. E. BUNTING, CLERK CIRCUIT COURT
OF NANSEMOND COUNTY
SUFFOLK, VA.,

April 9, 1920

VS.

Certified Copy of Deed of Trust 1.25
Thomas Rodgers & wife to Barnett
Corbett Trustee

Paid 19 Clerk

July 12th. 1920.

Mr. W. P. Lipscomb,
Suffolk,
Virginia.

Dear Mr. Lipscomb: Re Rodgers vs. Johnson--Chancery No. 317

Copy of decree entered in this cause on May 3rd. 1920, is enclosed, herewith, for delivery to the Clerk of the Circuit Court of Nansemond County, and your office copy, when J. Juett Johnson has been paid the $47.00 due to him. He has not yet been paid because the Clerk has nothing, but his own funds, out of which to pay him, and this he does not feel justified in doing in the present condition of his purse. When did you make the deposit with the Court? As soon as I have the funds in hand I will pay Mr. Johnson, by check, less the costs in the suit, and you will then be notified and can deliver the copy of decree to the Clerk of Nansemond County and pay him his fees for recording and entering release.

The costs in this suit are as follows:

Writ tax,.....	$ 1.50
Clerk Isle of Wight,.....	6.32
Clerk Nansemond,.....	1.25
Sheriff Isle of Wight,.....	1.50
Taxed attorney fee,.....	15.00

Yours very truly,

Clerk.

W. P. LIPSCOMB
ATTORNEY AT LAW
COMMONWEALTH'S ATTORNEY FOR THE CITY OF SUFFOLK
SUFFOLK, VIRGINIA

July 14, 1920.

Mr. A. S. Johnson, Clerk,

Isle of Wight, Va.

In re: Rodgers vs. Johnson, et al.

Dear Mr. Johnson,

Replying to your letter of the 12th, with enclosures, I beg to enclose herewith Mr. Corbitt's check for $47.00 payable to your order. The plaintiff is an old colored man who knew Mr. Corbitt when the latter was a boy.

Now as to the court costs:

Check for $7.50 was sent you on Nov. 27 last, which you will of course refund.

The item of $1.25 for Clerk of Nansemond, as shown in your letter, is, I suppose, to cover copy of deed of trust used in the suit.

Does the item of $6.32 include the fee of the stenographer, Miss Beale, who took the depositions? Be sure to take care of her costs; you will find her bill in the papers.

When you send check to me, you may, if you wish, include the stenographer's fee, and also Mr. Bunting's $1.25, which I will gladly remit to them.

Upon hearing from you, I will send Mr. Bunting certified copy of decree which you sent me; his fee for recording same to be paid by plaintiff.

With kind regards, I am,

Very truly,

W. P. Lipscomb.

Enclosure.

Your check to me will probably cover:

Taxes Attorney's fee-	$15.00.
Refund for costs -	7.50.
G. E. Bunting -	1.25.
Notary's fee -	(?).

July 15th. 1920.

Mr. W. P. Lipscomb,
Suffolk,
Virginia.

My dear Mr. Lipscomb: Re Rogers vs. Johnson-Chancery No. 317.

I do not find, among the papers, the bill of the Notary, Miss Beale. Be pleased to have her send bill and I will make check to you, covering all costs save the clerk fees and writ taxes, and you can pay the parties, as they, no doubt, have all items charged to you. I find this, as a rule, better than having the clerk distribute toe cost, for the simple reason than instead of charging fees to a suit the officers usually charge the attorney.

Very truly yours,

July 31st. 1920.

Mr. J. Juett Johnson,
Windsor,
Virginia.

My dear Mr. Johnson: Re Thomas Rogers vs. J. Juett Johnson:

In the above suit a decree has been entered directing that the sum of $47.00 to be paid to you at which time a release will be entered in the Clerk's Office of Nansemond County for your lien upon the real estate of Thomas Rogers. The same decree directs that you pay thecosts of this suit. The costs are as follows:

Writ tax,.....	$ 1.50	
Clerk fee,.....	6.32	
Clerk Nansemond County,....	1.25	
Sheriff Isle of Wight,.....	1.50	
Taxed attorney fee,.....	15.00	
Stenographer fee,.....	2.50	
Total,.....	$28.07	$ 47.00
		28.07
Balance,.....		$ 18.93

My check is enclosed, herewith, for the balance of $18.93, the rest of the sum of $47.00 being distributed to cover the costs aforesaid.

Yours very truly,

August 3rd. 1920.

Mr. W. P. Lipscomb,
Attorney at Law,
Suffolk,
Virginia .

My dear Mr. Lipscomb: Re Rogers vs. Johnson, Chancery No. 317.

The decree in the above mentioned suit directs the Clerk to pay the $47.00 due Jouett Johnson to him and take his receipt therefor. It further directs that J. Juett Johnson shall pay the costs of the suit. The Clerk has no way to deliver the money to Mr. Johnson save to take it to him and there being considerable distance intervening he does not feel called upon to do so, and seeing no passing that way, he has sent to Mr. Johnson his check for the difference between the costs in the suit (see carbon copy of letter to Johnson attached hereto) and check is enclosed, herewith, cover all of the costs save the writ tax and clerk fees for clerk of Isle of Wight, together with the amount of deposit, the total of which is $27.75. Statement of the writ tax and fees show on the carbon of the letter to Mr. Johnson.

Final decree, or copy of same, may, if you feel should be, be recorded in Nansemond County, although I am frank to confess that the direction of the decree has not been fully complied with and I do not see how it can be, litterally, without the clerk going to what would appear to be unreasonable expense, or do something which would be an unreasonable requirement of him. I suppose what I have done is ample. The decree might have, with propriety, have directed what I have done just as well as what it contains.

Yours very truly,

August 9th. 1920.

Mr. W. P. Lipscomb,
Suffolk,
Virginia.

Dear Mr. Lipscomb: Re Rogers vs. Johnson:

I have your letter of the 6th. inst. with check, for $1.50, enclosed, to cover the fee of the Sheriff of Isle of Wight County. This check I have forwarded to the Sheriff, with my endorsement thereupon. The reason I sent it to you was that I took it that you would prefer your file showing the payment of all the costs.

Yours very truly,

P.S. I see no reason that the clerk shall make a report in this suit. There is no provision for any further costs to be paid him for such work. I shall merely file the cancelled check, and let the matter go on with the last decree showing as final.

W. P. LIPSCOMB
ATTORNEY AT LAW
COMMONWEALTH'S ATTORNEY FOR THE CITY OF SUFFOLK
SUFFOLK, VIRGINIA

Aug. 6, 1920.

Mr. A. S. Johnson, Clerk,
Isle of Wight, Va.

In re: Rodgers vs. Johnson et al. Chancery # 317.

Dear Mr. Johnson,

I beg to acknowledge receipt of your letter of the 3rd enclosing copy of your letter to J. Juett Johnson, dated the 31st ultimo, and check for $27.75 to cover costs at this end and taxed attorney's fee.

You sent me $1.50 too much, as your check should have covered the following items only, viz:-

G. E. Bunting, Clerk -	$1.25.
Stenographer's fee -	2.50.
Costs advanced -	7.50.
Taxed Attorney's fee -	15.00.
	$26.25.

You, therefore, failed to retain the $1.50 to cover fees of Sheriff of Isle of Wight, and I am, therefore, herewith returning that amount by my check.

I am to-day taking the certified copy of decree (which you sent me several weeks ago) to Mr. Bunting and will see that it is recorded and indexed as provided for in the decree.

I agree with you that it would have been better for the decree to have ordered you to do just as you have done.

I suppose that, after the check you sent Mr. Johnson has been returned to you, duly cancelled, you will probably make report to Court so that final decree may be entered. If you will send me your report, I will gladly prepare the final decree; or, if you do not care to go to the trouble of mailing report to me, it will be perfectly satisfactory for you to prepare the decree and have the Judge enter it the next time he is over there. But I would like to have copy of final decree so as to make my files complete.

With kind regards, I am,

Very truly,

Enclosure.

W. P. Lipscomb

11

Thomas Rodgers,

v. } Eq 317

J. Juett Johnson and

James H. Corbitt, Trustee.

Decree.

1930
May 3.
Enter this.
B.D.W.

6 OB 7 page 342

certified copy of this decree is recorded, the said decree, when so recorded, to constitute an absolute release of the said land from the lien of the aforesaid deed of trust.

It is further ordered that the defendant, J. Juett Johnson, pay the costs of this suit, and that the complainant, Thomas Rodgers, pay to the Clerk of the Circuit Court of Nansemond County, Virginia, his fee for recording the said certified copy of this decree.

from their date a t the rate of 6 % per annum, payable annually; that complainant thereafter made payments from time to time on said debt to the defendant, J. Juett Johnson; that on or about January 13, 1919, the defendant, James H. Corbitt, Trustee, on behalf of complainant, tendered to the said J. Juett Johnson the sum of $47.00, the amount then owing to the said J. Juett Johnson, on said debt, and in addition thereto the sum of fifty cents to cover the Clerk's fee for attesting the marginal release of the said deed of trust securing said debt, which tender was made in full settlement of the balance of principal and interest owing by complainant to defendant, J. Juett Johnson, but which said sum the said J. Juett Johnson declined to accept and receive in full settlement of said balance; and it further appearing that complainant has, since the institution of this suit, deposited with the Clerk of this Court the said sum of $47.00, covering the balance owing by him to the said J. Juett Johnson, the Court doth adjudge, order and decree that the Clerk of this Court pay said sum of $47.00 to the defendant, J. Juett Johnson, taking his receipt therefor; that the land conveyed in said deed of trust be, and it is, hereby released from the lien created by said deed of trust; that the said J. Juett Johnson and James H. Corbitt, Trustee, are hereby forever barred from asserting any claim to or lien on said land by virtue of said deed of trust; that the cloud on complainant's title to said land, created by said deed of trust, be forever removed and his title thereto be, and it is, hereby quieted; and that the Clerk of this Court transmit to the Clerk of the Circuit Court of Nansemond County, Virginia, a certified copy of this decree, to be recorded by him in the current Deed Book in his office and indexed in the names of J. Juett Johnson and James H. Corbitt, Trustee, as grantors, and in the name of Thomas Rodgers, as grantee, the said Clerk of the Circuit Court of Nansemond County, Virginia, also make a reference on the margin of Deed Book No. 61, at page 309 (where the said deed of trust is recorded), to the number and page of the Deed Book wherein the

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

Thomas Rodgers----------Complainant.

vs.

J. Juett Johnson and James H. Corbitt, Trustee--Defendants.

THIS CAUSE came on this day to be heard on the bill, taken for confessed as to both defendants, on whom process has been duly served, they still failing to appear and plead, answer ~~and~~ or demur, to the said bill, and on the exhibits and depositions of witnesses, and was argued by counsel.

ON CONSIDERATION WHEREOF, it appearing to the Court from said exhibits, and depositions, that by deed dated December 4, 1906, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book No. 61, page 309, the said complainant and his wife conveyed a certain tract or parcel of land in Holy Neck Magisterial District, Nansemond County, Virginia, containing 16 acres, more or less, and bounded and described as appears in a certain deed, made to complainant, by J. Juett Johnson, on the said date, and of record in said Clerk's Office in Deed Book No. 62, page 354 , to James H. Corbitt, Trustee, (reserving, however, a right of way, thirty feet wide, adjoining the right of way of the Seaboard Air Line Railway), to secure to the defendant, J. Juett Johnson, the payment of a debt amounting to $125.00, and evidenced by two bonds, of even date with the deed of trust, signed by complainant and his wife, waiving the homestead exemption, payable to the defendant, J. Juett Johnson, as follows: one of the bonds being for $25.00, and payable December 1, 1907, and the other being for $100.00, and payable on demand after December 1, 1907, both of said bonds bearing interest

/

Rogers

vs) Cy. No. 317

Johnson et als.

Memo

Filed Nov. 28th. 1919

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

THOMAS RODGERS, COMPLAINANT,

v.

J. JUETT JOHNSON AND JAMES

H. CORBITT, TRUSTEE, DEFENDANTS.

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To the Clerk of said Court:-

Kindly issue chancery summons against the above-named defendants, returnable to Second December, 1919, Rules.

W P Lawrence p. q.

$7.50 deposit.