

1878-009

Nansemond Co. (Suffolk)

Chancery Causes: Margaret McManigle etc vs James R. Saunders Trst & Farmers Bank of Nansemond

Note: Exhibits A+B referred to in bill, not found when processed 12/01

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *James R. Saunders,*
Trustee, and the Farmers Bank of Nansmond.

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the first Monday in *July* next, to answer a
~~~~~ *Bill* <sup>*of Injunction*</sup> in Chancery, exhibited against *Them*  
in the said Court by *Margaret McManigle*, a married woman, who  
sued by her next friend and husband, *William A. McManigle,*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said  
Court, at his office, this *8th* day of *June* 1878, in the *102nd*  
year of the Commonwealth.

Teste:

*Peter B. Prentis.* Clerk.

Memorandum:  
The within named defendants, James R. Saunders, Trustee, and  
The Farmers Bank of Hanscomand, their Agents and all others  
concerned are enjoined and restrained from making sale of the  
tract of land in the Bill and proceedings mentioned which  
is more fully described in Exhibit A<sup>d</sup> filed therein, until  
the further order of the Circuit Court of the County of Hanscomand.

Respectfully,  
Peter B. Prentiss, Clerk

I have executed the within injunction by serving copy on  
J R Copeland cashier of Farmers Bank of Hanscomand Co and on  
James R Saunders Trustee

J L Fulgham Shff

Witness my  
hand and seal  
this 13th day of July 1878

Margaret M. Mearns

at  
Hanscomand, N. H.

James R. Saunders,  
Trustee, and the Farmers  
Bank of Hanscomand  
To July Rule, 1878

Pro: B. No. 1. Page 110

Rec'd

Know all men by these Presents, that we, William A. McManigle  
and Robert J. McManigle are held and firmly bound unto the  
Commonwealth of Virginia, in the sum of Two Hundred 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 this 8th  
day of June, A.D. 1878, and in the 102nd year of the Common-  
wealth.

And we hereby waive our Homestead Exemption as to this obligation.

The Condition of the above obligation is such, that  
Whereas Margaret McManigle, a married woman who sues  
by her next friend and husband, William A. McManigle, on her  
her Bill in Chancery against James R. Saunders, Trustee,  
and the Farmers Bank of Manssoud, addressed to the Honorable  
George Blow, Judge of the Circuit Court for the County of Manssoud,  
has obtained an Injunction from the said Judge to enjoin and restrain  
the Defendants, their agents and all others concerned from making  
sale of the tract of land, in the Bill and proceedings mentioned,  
which is more fully described in Exhibit "A", filed in said cause,  
until the further order of said Court: And whereas it is provided by the  
order of said Judge, awarding the said Injunction, that the Plaintiff is not to have  
the benefit thereof, until the said Plaintiff shall give bond with sufficient  
security in the Clerk's Office, and before the Clerk of said Court, in the  
penalty of Two Hundred Dollars, payable to the Commonwealth of Virginia, and  
conditioned to pay all such costs and damages as may be awarded against  
them, or sustained by any person by reason of, and in case the said injunction  
shall be dissolved: Now therefore, if the said Margaret McManigle, shall  
pay all such costs as may be awarded against her, and all such damages  
as shall be incurred in case the said injunction be dissolved, then this obligation to be  
void, otherwise to remain in full force and virtue.

Executed, in presence of  
Peter B. Prentiss, Clerk

Wm A McManigle Seal  
Robert J McManigle Seal

In the Clerk's Office of the Circuit Court of Handenand County  
the 8th. day of June. 1878.

This day William A. McManigle and Robert J. McManigle  
signed and acknowledged the foregoing Bond, and made oath before  
me, Clerk of the said Court, that Their Estates, after the payment of  
all their just debts and such liabilities as they have incurred  
for others, are worth the sum of Two Hundred Dollars.

Teste

Peter B. Prentiss. Clerk

Wm. A. McManigle &c

as Surety Bond  
James R. Saunders & Trustee  
do. do.  
June 8th. 1878  
Recorded Filed

**This Deed,**made the 18<sup>th</sup>.

day

of November

one thousand eight hundred and seventy-five

between Martha McManigle

his wife, of the county of

and State of Virginia, of the one part, and James R. Saunders

chosen as trustee for the purposes herein named, of the other part, **Witnesseth:**

That the said Margaret McManigle

and

his wife, do grant, with general warranty,

unto the said James R. Saunders,

trustee as aforesaid, the following property, to wit: a certain tract of land, lying on either side of the Desert road, in the County of Hanseman and State of Virginia, called the Ephs Tract, and bounded on the East by the lands of Daniel Brinkley, Senr: North, by the lands of James R. Saunders, and on the West and South, by the lands of Joseph Boothe; and is the same tract of land conveyed to the said Margaret McManigle, by deed of bargain and sale from Virginias S. Kilby and Ophelia E. Kilby, his wife: see said deed dated the 18<sup>th</sup> of November 1875, in which the courses and distances are specially laid down, containing Two Hundred Acres, be the same more or less, in which deed see for the powers of said Margaret McManigle, together with all singular and appurtenances belonging to the same.

~~together with all and singular the appurtenances belonging to the same.~~

In trust, to the said James R. Saunders, Trustee as aforesaid to secure to the said Virginus S. Kilby, the sum of Fifteen hundred dollars: that is to say, one bond for Five hundred dollars (\$500.00) with interest from the date of said bond, payable on or before the 18th. of November, 1876. One other bond for Five Hundred dollars (\$500.00) with interest from date payable on the 18th. of November, 1877: and, one other bond for Five Hundred dollars (\$500.00) with interest from date, payable on the 18th. day of November 1878 - all of which bonds are dated on the 18th. day of November, 1875; with power to the said Trustee to execute this deed as the law directs, and if a sale should be made hereunder, after paying expenses of sale (including a Commission on all sales of five per cent) then pay the residue as the law directs. These bonds are for the deferred payments on the foregoing land.

Witness the following signatures and seals

Witness  
John R. Kilby

Margaret M. Manigle 

Virginia - County of Nansamond, to wit:

I, John R. Kilby, a Notary Public in and for <sup>the</sup> said County, in the State of Virginia, do certify that Margaret M. Manigle, whose name is signed to the writing above, bearing date the 18th. day of November, 1875, has acknowledged the same before me in the County aforesaid.

Given under my hand, this 20th. day of November, 1875.

John R. Kilby,  
Notary Public

~~Witness the following signatures and seals:~~

In the Clerk's Office of Nansamond County Court, the 20th. day of November, 1875.

This Deed of Trust was received, and with the Certificate written thereon, admitted to record.

Teste,

C. H. Canby, D.C.

A Copy:

Teste,

Peter B. Prentiss, Clerk

Nansamond Co. Co.  
Clerk's Office Nov. 19<sup>th</sup> 1878

Xms

Margaret M. Manigle

Do & Copy Deed of Trust

James R. Saunders, Trustee  
for Virginus S. Kilby

Margaret McManis per friend  
vs. J. D. Chey.

James R. Saunders & Farmers Bank of Hanseman

On motion of the plaintiffs  
by their attorney & for good cause  
shown, an injunction is awarded  
to enjoin & restrain the defendants  
their agents, & all others concerned  
from making sale of the tract of  
land in the Bill & proceedings  
mentioned, which is more fully  
described in exhibit "A." filed in  
this cause. <sup>Court</sup> until the further order of this

But this order is to be suspended  
until the said plaintiffs shall  
give bond with sufficient se-  
curity in the Clerk's Office & before  
the Clerk of this Court, in the penalty  
of \$200. payable to the Com-  
monwealth of Virginia & conditioned  
to pay all such costs & damages as may  
be awarded against them or sustain-  
ed by any person by reason of and  
in case the said injunction shall be  
dissolved

To the Clerk of  
the Circuit Ct.  
Hanseman County  
June 5<sup>th</sup> 1878.

Geo. B. Low.

COURTS:  
Nansemond, Isle of Wight and  
Southampton Counties,  
And United States District Court  
at Norfolk, Va.



A. C. WITHERS,

Attorney at Law,

WASHINGTON SQUARE,

Suffolk, Va., June 8 1878

John B. Lewis Esq.

My Dear Sir

Yours will please  
find with this a restraining order  
together with bill & exhibits. Yours  
will please allow Mr. McManis  
one of the plaintiffs & the husband of  
Margaret McManis Wyne bond  
in a penalty of \$200. as directed  
by the decree.

Main copy of order  
& serve it on Saunders & the  
Farmers Bank & oblige yours  
Truly

A. C. Withers

To Clerk of Cir. Ct.  
Introducing  
Wm McManis Esq.

*C*

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NEW ADVERTISEMENTS.

VALUABLE REAL ESTATE  
FOR SALE!

—:0:—

By virtue of a Deed of Trust, executed by Margaret McManagle to James R. Saunders, Trustee for Virginus S. Kilby, on the 18th of November, 1875, and duly recorded in the Clerk's office, I shall offer for sale at Public Auction before the Court House door of Nansemond county,

ON MONDAY, JUNE 10TH, 1878,

that valuable farm upon which the said Margaret McManagle now resides, and known as the Eppes' farm, situated in the Upper Parish of Nansemond county Cypress District, containing 200 Acres, more or less, and bounded by the lands of Jos. Boothe, Daniel Brinkley and James R. Saunders.

This farm is located in one of the most pleasant neighborhoods in the county, and has on it a large two story dwelling house with seven rooms, and abundant supply of out buildings; also a fine orchard and elegant well of water. There is also a fine range for stock on the farm.

TERMS made known on day of sale.

JAMES R. SAUNDERS, Trustee.

ma31-2t

McMangle

vs.

Saunders Trustee &c.

This cause came on this day to be heard on the Bill of the Complainant, ~~taken for confessed~~ as to ~~the~~ defendants on whom process had ~~as to the~~ ~~been duly executed~~, they still failing ~~process had been duly served~~ to appear, and answer plead and ~~they still failing to appear and~~ answer, plead and demand and ~~the~~ exhibits filed with the Bill and was argued by counsel.

On consideration whereof the Court doth adjudge, order and decree that the injunction awarded the Plaintiff on the 5th day of June 1878 to restrain and restrain the defendants, their agents and all others concerned until the further order of <sup>this</sup> Court from proceeding to make sale of the tract of land in the Bill and proceedings mentioned, which is more fully described in Exhibit "A" filed ~~in this~~ with the Bill, be dissolved; the dissolution to take effect, however,

M<sup>rs</sup> Mangle

vs.

Saunders Trustee &c.

Saunders County  
Circuit Court

Oct. Term 1878

Decease

To be entered

Geo. B. Lewis

Entered O. B. No. 419

on the 18th. day of November 1878  
and from and after that day;  
that the Bill of the Complainant  
be dismissed and that she do  
pay to the defendants their  
costs by them about their suit  
in this behalf expended

To The Honorable George Blow Judge  
of the Circuit Court for the County  
of Hansemond.

Humbly complaining sheweth  
unto the Court, your oratrix  
Margaret McManigle a married  
<sup>woman</sup> who sued by her next friend and  
husband William A. McManigle  
& respectfully represents to the  
Court & says: That she came to  
Virginia some time during the  
year 1875 for the purpose of buy-  
ing land & permanently settling  
& residing in the said state, that  
your oratrix was possessed of  
certain estate and moneys separate  
& apart from her said husband  
which moneys she invested in a  
certain piece of Real Estate lying  
and being in the Cyprus District  
in Hansemond County and contain-  
ing two-hundred acres more or  
less, that the said land were on  
the 15<sup>th</sup> day of November 1875 the prop-  
erty of one Virginus Kieley & his  
wife. That your oratrix entered  
into negotiations for the purchase  
of the said land and offered to  
buy the same for \$3000, which was

the price charged for the same, which offer was accepted and a bargain was struck, Gam aratrix agreeing to give the \$3000, One thousand five hundred of which was to be paid in cash, and the residue in time as follows: one bond bearing date on the 18<sup>th</sup> day of November 1875 and made payable one year after date & being for the sum of \$500. One bearing date on the 18<sup>th</sup> November 1875 and made payable two years after its date and being for the same amount and the last bond bearing even date with the two first and made payable three years after its date, which last bond of \$500 is not yet due and payable, & will not be so due until the 18<sup>th</sup> November 1878.

That after the contract was made & the cash payment paid. The said Virginus S. Kely & Ophelia his wife made a deed of bargain & sale (which is here with filed marked "A") conveying the said land therein described by Gam aratrix as her separate property, & Gam aratrix then made her several bonds as before described, and also executed a deed of Trust, with

James R. Saunders as Trustee which is also filed here with and marked "B." Burratrix alleges that the cash payment of \$1500, was paid that the first bond when it became due, was negotiated at the Farmers Bank of Hanscom, & was not paid on maturity, & that the second bond was not paid on maturity that Burratrix had been unable to make sale of ~~her~~<sup>certain</sup> property in Pennsylvania owing to the great depression in real estate, tho' she confidently expected so to do, & still expects to do, & hence her inability to meet the payment of the two bonds when due. That she is advised & so states that the Trustee can not sell under the deed until the whole time has expired which was given by the vendor. That having paid \$1500 cash, and having had use of the premises only about two and a half years that it would be a hardship to turn her out of possession now, even if the Trustee had the legal right so to do. That since she came into the possession of the farm she has greatly improved the same by ditching

and fencing, and measuring the  
land & building, that the farm is  
worth a great deal more than  
when it was purchased, that  
if put up & sold now that it  
could not bring more than  
two thirds of its real value. real  
estate being extremely low and  
indeed scarcely any sale for it  
at any price, that the said Trust-  
ee has not advertised the prop-  
erty as the law directs, reasonable  
notice of the said sale not having  
been given, as will appear from  
published notice herewith filed  
Marked "C." Trustee further  
says that negotiations are now  
on foot for borrowing the means  
for paying off and discharging  
the deferred payments, & she verily  
believes that if allowed to continue  
the said negotiations that the nec-  
essary means can be obtained  
before the credit expires, but that  
the interference of the said Trustee  
if persisted in will materially  
interfere with such loan. that  
the beneficiaries under the deed  
can suffer no possible loss.

or injury by the delay, your oratrix  
having already paid \$1500. of the  
purchase money in cash, and hav-  
-ing greatly improved the place  
it must even under the most  
unfavorable circumstances be  
within the amount of the debt and  
interest now due. Your oratrix  
further says that if sale is made  
now she will lose her whole  
crop which she has planted  
& cultivated at great cost and  
expense. & thus the injury and  
hardship will be incalculable  
to her.

In tender and consideration  
whereof and for as much as  
your oratrix is, without remedy  
in the premises, sore by the inter-  
-vention of a Court of Equity  
where matters of this sort are  
properly cognizable and alone  
relievable with and therefore  
she prays that James R. Sandens  
Trustee, and the Farmers Bank of  
Hanscom may be made parties  
defendant to this bill, and re-  
-quired to answer all and singu-  
-lar the allegations hereof upon

on th, that the said James R. Sam-  
-dus Trustee, his agents, and all  
others concerned, may be inhib-  
-ited and enjoined from selling  
the land mentioned in the proceedings  
in accordance with the advertised  
notice herewith filed marked "B"  
or any future notice until the  
further order of this Court.  
And that all other relief both  
general and special may be  
granted in the premises, which  
the nature of the case may require  
& which equity & good consci-  
-ence may demand, and may  
a summons issue, & your  
activity will ever pray.

Margaret M. Marigle  
Esq. A. M. Marigle

State of Virginia  
Harrison County to wit:

This day personally appeared  
before me A. E. Withers a Notary  
Public the parties whose names are  
signed to the writing above and made  
oath that the matters and things therein  
contained so far as stated of their own  
knowledge are true & as far as stated  
upon the information & knowledge

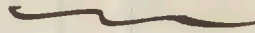
of others they believe to be true  
Given under my hand this  
the 4<sup>th</sup> day June 1878.

A. C. Withers  
Notary Public

Margaret McManis<sup>10 Mars. 1899</sup>  
per friend

as { Lu Chei

James R. Sandino Trinita  
& Farmers Bank Van-  
amont



Margt. McMunnigle her frie

vs { Ch: Notes

James R. Saunders, Trustee Ltd.

1878. June 5<sup>th</sup>. or: v. Inj<sup>th</sup>: awarded

" " 8<sup>th</sup>. Inj<sup>th</sup>: Bond executed filed

" " " Bond L. paid to July Rules, 1878

" " July 2<sup>d</sup>. Bill & x<sup>th</sup>, filed - & conditional Decree vs' drafts

" " Aug. 5<sup>th</sup>: Conditional Decree entered & cause set  
for hearing.

Chy: Notes

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