

1881-002

Nansemond Co. (Suffolk)

Chancery Causes: Morris Brothers vs James R. Parker et al

Savage; Jones, Lee & Co.

Cost

CUK . . . ~~\$10.00~~

16.50

Alto: Har

SM

2.00

\$28.50

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE ^{Sergeant of the City of Norfolk} ~~SHERIFF OF NANCHEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *J. P. Lee*

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

others Bill in Chancery, exhibited against *him and*
in the said Court by *Charles S. Morris, Merchant*
Trading as *Morris Brothers* —

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *25th* day of *June* 188*1*, in the *105th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memorandum. The Defendants, James R. Parker (or any one in his
employ) Thomas W. Savage, C. H. Laurey Trustee, Peter B. Prentiss Trustee
Wm Jones, P. H. Lee, J. P. Lee, or their Agents, are hereby enjoined
and restrained from proceeding to sell or remove, or in
any manner to dispose of the goods, wares, and Merchandise
now in the Store House at Chalcoville, or collect or close up or
assign any of the Accounts now in the hands of the said
~~James R. Parker~~ or the Lot of land, on which the said
Store house is situated, until the further order of the
Circuit Court, of Hanover County Virginia

Teste: Peter B. Prentiss. Clerk

Copy for
J. P. Lee

CHANCERY SUMMONS.

The Commonwealth of Virginia,

Sergeant of the City of Norfolk
TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *P. N. Lee*

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 in Chancery, exhibited against *him and others* in the said Court by *Charles S. Morris, merchant Trading as Morris Brothers*

and have then and there this Summons. Witness. PETER B. PRENTIS, Clerk of our said Court, at his office, this *25th* day of *June* 1881 in the *105th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memo⁴

The Defendants James R Parker (or any one in his employ)
Thomas W Savage, L O Lantry, Hunter, Peter B Prentiss Hunter
W M Jones, P. H. Lee, J. P. Lee or their agents, are hereby
enjoined and restrained from proceeding to sell or remove,
or in any manner dispose of the goods, wares and mer-
chandise, now in the store house at Whaleyville, or collect
or close up or assign any of the accounts now in the
hands of the said ~~James R Parker~~, or the Lot of land on
which the said store house is situated, until the
further order of the Circuit Court of Hanover County
Virginia.

Teste. Peter B. Prentiss. Clerk

Copy for,
P. H. Lee

CHANCERY SUMMONS.

The Commonwealth of Virginia,

the Sergeant of the City of Norfolk
~~TO THE SHERIFF OF NANCY MONROE COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *W. M. Jones* - - - -

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 in Chancery, exhibited against *him and others* in the said Court by *Charles S. Morris, merchant Trading as Morris Brothers* -

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *25th* day of *June* 1881, in the *105th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

in memo^{tt}

The Defendants, James R. Parker (~~or~~ anyone in his employ)
Thomas W. Savage, L. H. Cauley Trustee P. B. Prentiss Trustee W. M.
Jones. P. H. Lee W. D. Lee or their Agents are hereby enjoined and
restrained from proceeding to sell or remove or in any
manner to dispose of the goods, wares and Merchandise,
now in the Store House, at Wheelsville, or collect or close up
or assign any of the Accounts now in the hands of the said
Parker, or the Lot of land, on which the said Store House
is situated, until the further order of the Circuit Court
of Hanover County, Virginia

Teste: Peter B. Prentiss. Clerk

Copy for,
W. M. Jones

CHANCERY SUMMONS.

The Commonwealth of Virginia,

Sergeant of the City of Norfolk
TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *James R. Parker, Thomas W. Savage, C. H. Leausey, Trustee, W. M. Jones, P. H. Lee and J. P. Lee, merchants and partners trading as Jones, Leerbe, and Peter B. Prentis, Trustee.* — — — — —

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 in Chancery, exhibited against *them* — — — — — in the said Court by *Charles S. Morris, merchant trading as Morris Brothers*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *25th* day of *June* 1881, in the *105th* — year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memo[#]

The Defendants, James R. Parker, (or any one in his employ)
Thomas W. Savage, G. H. Causey, Trustee, P. B. Pentis Trustee, W. M.
Jones, D. H. Lee, J. P. Lee or their Agents, are hereby enjoined and
restrained from proceeding to sell or remove, or in any manner
to dispose of the goods, wares and Merchandize, now in the Store
House at Whaleyville, or Collect or Close up or Assign any of
the Accounts now in the hands of the said Parker, or the
Lot of Land, on which the said Store house is situated,
until the further order of the Circuit Court of Hanseman
County Virginia

Teste:

Peter B. Pentis. Clerk

Rules { p. 1
Causey

Morris Brothers

Sum. in Chy. &c

James R. Parker & Co.

Jo. July Rules, 1881

Circuit Court Hanseman County

Pro. B. No. 1. page
Circuit Court

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *James R. Parker, Thomas W. Savage, L. H. Causey, Trustee, W. M. Jones, P. H. Lee and J. P. Lee, Merchants and partners trading as Jones, Lerbo, and Peter B. Prentiss, Trustee,*

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 in Chancery, exhibited against them

in the said Court by *Charles S. Morris, merchant Trading as Morris Brothers.*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *25th* day of *June* - 1881 in the *105th* year of the Commonwealth.

Teste:

Peter B. Prentiss Clerk.

Memo:

The Defendants, James R. Parker (or any one in his employ) Thomas W. Savage, C. H. Causey, Trustee, P. B. Prentiss, Trustee, W. M. Jones, P. H. Lee, J. P. Lee or their agents, are hereby enjoined and restrained from proceeding to sell or remove, or in any manner to dispose of the goods, wares and merchandise now in the Store House, at Whaleyville, or collect or close up or assign any of the accounts now in the hands of the said Parker, or the Lot of land, on which the said Store house is situated, until the further order of the Circuit Court of Hanseman County, Virginia

Teste: Peter B. Prentiss, Clerk.

On the 27th day of June, 1881, I executed this summons by delivering to James R. Parker, C. H. Causey, Trustee and P. B. Prentiss, Trustee each, a copy thereof and on the 28th day of said month and year, I executed the same by delivery to Thomas W. Savage, also, a copy thereof.

J. H. Pauls Deffer
J. L. Culham Shff

Rules p. 9
Causey

Morris Brothers

Sum. in Chy: K

James R. Parker & als:

To July Rules, 1881

Pro. 13. No. 1. page
Cir. Co.

Know all men by These presents, that
I, Charles S. Morris (principal) and
W. H. Morris - (Security)
do hereby constitute and appoint R. H.
Rawles of Suffolk, Hansemond Coun-
ty, Virginia, my true and lawful
Attorney in fact, for me and in my
name to execute and deliver a proper
injunction bond Conditional and
payable according to law in the
penalty of One Thousand Dollars,
before the Clerk of the Circuit Court
of Hansemond County, Virginia in the
Chancery Cause of Morris Brothers
vs James R. Parker & al., required
by the order of injunction awarded
by L. W. Hill, Esq., Judge of the Hustings
Court of the City of Portsmouth, or any
other order of injunction which may
be awarded in the said Cause
And I hereby ratify and confirm all
that my said Attorney in fact may
lawfully do in pursuance of this
power. Given under my hand
and seal this 25th day of June 1881
Charles Morris Seal
W. H. Morris Seal

State of Virginia
City of Norfolk, to wit:

~~I, W. H. Martin~~ I George Martin Notary
Public in and for the City of Norfolk
in the State of Virginia do certify
that Charles S. Morris and W
H Morris ——— whose names
are signed to the foregoing power of
Attorney bearing date the 25th day of
June 1881, have acknowledged the
same before me in the City aforesaid
And the said W H Morris ———

personally appeared before me and
made oath that after the payment of
his debts and those for which he is bound
as security - and will probably have to
pay, his estate is worth the sum of
One thousand dollars

Given under my hand this -
25th day of June, 1881.

George Martin
Notary Public

Morris Bros.
In Chancery

Jas. R. Parker

Power of Atty to execute
Injunction Bond

June 25th 1881
Filed
C.M.

Know all men by these presents, that we, Charles S. Morris
and W. H. Morris are held and firmly bound unto the Common-
wealth of Virginia, in the sum of One Thousand dollars, to the pay-
ment 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 25th day of June, AD, 1881,
and in the 105th year of the Commonwealth. And we hereby waive
our Homestead Exemption, as to this obligation.

The Condition of the above Obligation is such, that whereas
Charles S. Morris, merchant, trading as Morris Brothers, in this Bill
in Chancery against James R. Parker, Thomas W. Savage, C. H. Causey,
Trustee, W. M. Jones, P. H. Lee and J. P. Lee, merchants and partners
trading as Jones, Lee & Co., and Peter B. Prentiss, Trustee, addressed to The
Hon. George Blawie, Judge of the Circuit Court of Nansemond County, has
obtained an Injunction from the Hon. C. W. Bell, Judge of the Hastings
Court of the City of Portsmouth, to enjoin and restrain James R. Parker or
any one in his employ, Thomas W. Savage, C. H. Causey, Trustee, P. B.
Prentiss, Trustee, W. M. Jones, P. H. Lee, J. P. Lee or their agents, from pro-
ceeding to sell or remove, or in any manner dispose of the goods, wares
and merchandise, now in the Store house, at Whaleyville, or collect or
close up or assign any of the accounts now in the hands of the said
Parker, or the lot of land on which the said Store house is situated;

And whereas, it is provided by the order of the said Judge of the Hastings
Court of the City of Portsmouth, who awarded the said Injunction, that the Plaintiff
is not to have the benefit thereof, until he or some one for him, shall have ex-
ecuted before the Clerk of the Circuit Court of Nansemond County, a proper
Injunction Bond, with good security, in the sum of One Thousand dollars, conditioned
according to law. Now therefore, if the said Charles S. Morris, shall pay all costs as may
be awarded against him and all damages which may be incurred, in case the said Injunction be
disfessed, then, this obligation to be void, otherwise to remain in full force and virtue.

Executed in Presence of Charles S. Morris by R. H. Rawls, his atty in fact Seal
Peter B. Prentiss, Clerk. W. H. Morris by R. H. Rawls, his atty in fact Seal

Monis Brothers

25 { Injunction Bond

James R. Parker Xals:

1881

June 25th: Executed H.L.
clh.

1
Morris Brother
vs Chy
Parker & al

The matter in con-
trovery in this cause having been
fully settled between the parties it
is ordered that the same be removed
from the docket.

Morris Bros
Esq
Parker

1881

Oct 25

Rough draft

To be entered

Leot B. Co

Entered O.B. No 1

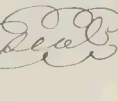
2-547

This Deed, made this 14th day of April 1881
between James R Parker of the County of Hansemond
and State of Virginia, of the one part, and Peter
B Prentiss Trustee, of the other part, witnesseth, That
the said James R Parker doth grant with general
warranty, unto the said Peter B Prentiss, Trustee, all
his the said James R Parkers right, title and interest
which is one half ($\frac{1}{2}$) of all that tract or parcel of
land lying in the County aforesaid, (Cypress Dis-
trict) in the State of Virginia and bounded as
follows: Two (2) acres, more or less, known as a part
of the Caleb Savage land and bounded on the
East by the Narrow Gauge Rail Road: on the South
by the Somerton Road, on the west, by the Crop road
and on the North, by a ditch: and is the same two (2)
acres of land, more or less, which was conveyed
jointly to said James R Parker and E E Jackson
by Clarence T Normont, by Deed, dated the 21st day of
October AD 1879, and of record in the Clerks Office of
Hansemond County Court, together with all the
appurtenances belonging to the one half of land afo-
resaid, also one cotton gin, Engine, boiler and
fixtures, gin house and all the fixtures and
appliances connected in any manner therewith,
which Cotton gin, Engine &c are now on the land of
Charles Wilkins in County, also all the stock

of goods, wares and Merchandize and fixtures now
now in the Store house, warehouse or other receptacle
therefor, now occupied by said James R Parker and
which may from time to time, be put therein: it
being distinctly understood hereby that all goods,
wares and Merchandise put in said store, and
the houses aforesaid shall be herein conveyed, as
well as those now in said store & other houses, if on
hand at the closing of this deed, also all books,
accounts or other evidences of debt held by said Jas
R Parker, also a lien upon all the crops to be
raised the year 1881. by the said Jas R Parker on the
farm on which his mother now resides in the
County aforesaid, in the meaning of an act of the
General Assembly of Virginia passed to secure
advances for agricultural purposes. In trust to
secure to James Lee Esq of the City of Norfolk and
State of Virginia the payment of a bond of war
date herewith for two thousand dollars, with
interest from date. said bond being signed by said
Jas R Parker and maturing one day after date, It
is mutually agreed and understood by the parties,
that in the event of a sale of said property hereby
conveyed, said sale shall be made at such time
and place and upon such terms as said James Lee
Esq. may direct, said Trustee being allowed five

per cent Com.

Witness the following signature and seal,
this 14th day of April 1881

James R. Parker 

State of Virginia }
Harrison County } To wit.

I, C. H. Causey, a Notary Public in and for the
County of Harrison in the State of Virginia,
do certify that James R. Parker, whose name is
signed to the writing above, bearing date the
14th day of April 1881, personally appeared before
me and acknowledged the same to be his
act and deed.

Given under my hand this 14th day of April 1881.

C. H. Causey
Notary Public

In the Clerk's Office of Harrison County Court
the 14th day of April 1881 at half past 4 O'clock P.M.
This Deed of Trust was received, duly certified, and
thereupon admitted to record.

Teste

Peter B. Prentiss Clerk

a copy Teste:

Peter B. Prentiss Clerk

a copy
James R. Parker
To J Deed of Trust

P. B. Prentiss. Under
for Jones, Lee & Co

"L"

This Deed,

Made the 14th day
of April one thousand eight hundred and ~~seventy~~ eighty one

between James R Parker

and

~~his wife~~, of the county of *Transmont*

and State of Virginia, of the one part, and *L H Causey*

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

That the said *James R Parker*

~~and~~

~~his wife~~, do grant, with general warranty,

unto the said *L H Causey*

trustee as aforesaid, the following property, to wit: All that tract, piece or parcel of land situate, lying and being in the County of *Transmont* in the State of Virginia, and bounded and described as follows: 1st a tract of land bounded on the East by the lands of Jacob Byrd, South by the County road, West by the land of Richard T Rogers, and North by the lands of Willis W Robb and Thomas Duke containing two hundred acres, more or less, and known as the "Swamp tract".

2nd The Home tract of land bounded on the north by the lands of Jacob Byrd, South and East by the land of Jethro Reddick and West by the land of John W Harrell containing one hundred acres, more or less.

3rd The Tract of land lately purchased by said James R Parker from the Administrators of Jethro Reddick deceased sold under a decree of the Circuit Court of Transmont County in the Cause of J E & B Reddick vs Jethro Reddick per rep. and adjoins the last above named tract and is bounded North by the land of Jacob Byrd, South and East by the lands of Jethro Reddick est. West by the land of John W Harrell, containing 200 acres, more or less.

Also the following Chattel property to wit. Six (6) horses, ten bales of Cotton, two buggies, six carts and wheels, fifty head of hogs and ten head of cattle and all house hold and kitchen furniture two mules & one wagon.

(The first two tracts of land are subject to a prior lien in favor of Abram Brinkley.

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

In Trust, to secure to *Thomas W. Savage*
of the County of *Nassau* in the State of *Virginia* the
payment of the sum of *Fifty* *Standard* *dollars* evidenced by
a bond of even date with this Deed, and payable to the said
Thomas W. Savage on demand 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, place and terms thereof for *20* days, and upon such terms
as the said Trustee shall direct. and after paying the expenses of executing this trust, if
then unpaid, including a commission of *5* per cent to the said Trustee, then to dis-
charge the amount of money, principal and interest, then due and unpaid of the said
debt; and the residue, if any, pay as the law directs. It is also covenanted and agreed
this Deed of Trust shall secure any *bond or note* given in renewal or curtail of the
aforementioned *bond*.

In all other respects this Deed shall be executed according to the law governing trust
sales.

Witness the following signatures and seals:

James B. Parker (SEAL.)

(SEAL.)

State of Virginia,

County of

To wit:

in and for the county aforesaid,
in the State of Virginia, do certify that
the wife of _____ whose names are signed to
the writing above, bearing date the _____ day of _____
187____, personally appeared before _____ in the county aforesaid, and being duly
examined by _____ privily and apart from her husband, and having the writing afore-
said 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 _____ hand this _____ day of _____
eighteen hundred and seventy _____

Virginia:

County of *Nassau*.

To wit:

I, *R. H. Rawls*, a Notary Public _____ in and for
the said county, in the State of Virginia, do certify that *James B. Parker*
whose name is signed to the
writing above, bearing date the *14th* day of *April*
187____, has acknowledged the same before me in the county aforesaid.
Given under my hand this *14th* day of *April* 1881.

R. H. Rawls
Notary Public

In the Clerk's Office of Nassau County Court, the *14th*
day of *April* 1881, at *4* O'clock P.M.
This Deed of Trust was received, duly certified, and thereupon
admitted to record.

Attest *Peter B. Prentiss* Clerk
a. copy
Attest. *Peter B. Prentiss* Clerk

(a copy)
DEED of TRUST.

James R. Parker

To

Le. H. C. Casey
Trustee for
Thos. W. Savage

"B"

This Deed,

Made the 21st day of February one thousand eight hundred and ~~seventy~~ eighty one

between James R. Parker

and

his wife, of the county of Hanseman

and State of Virginia, of the one part, and Peter B. Paento

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

That the said James R. Parker

and

his wife, do th grant, with general warranty,

unto the said Peter B. Paento

trustee as aforesaid, the following ^{all his the said James R. Parker real estate} property, to wit: ^{the tract which one half (1/2) of all that tract} All that tract, piece or parcel of land situate, lying and being in the County of Hanseman (^{Deputy} ~~Clerk~~) in the State of Virginia, and bounded and described as follows: Two (2) acres more or less known as a part of the Galat Forge Land, and is bounded on the East by the Harrow Gauge Rail Road; on the South by the Somers road, on the West by the Crop road, and on the North by a ditch (and is the same. Two (2) acres of land more or less, which was conveyed jointly, to said James R. Parker and E. E. Jackson s/o. by Charles F. Hoiner, by Deed dated the 21st day of October A.D. 1878. and of record. This day in the Clerk's office of Hanseman County Court together with all the appurtenances belonging to the one half (1/2) of said land, now occupied by the said James R. Parker, as his, and includes his store house, barn, (Stables &c., also one Cotton gin, engine, gin house, and all the fixtures and appliances connected, in any manner or way therewith, which Cotton gin &c. is now on the land of Charles Wilkins in said County, also all the stock of goods wares and merchandize and fixtures now in the store house and ware house or other receptacle therefor, and which from time to time may be put therein: it being distinctly understood hereby, that all goods, wares & merchandize put in said store and other houses shall be herein conveyed, as well as those now in said store and other houses, if on hand at the closing of this Deed.

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

In Trust, to secure to *Thomas W Savage*
of the County of *Nansemond* — in the State of *Virginia* the
payment of the sum of *Fifteen hundred (1500) dollars* — evidenced by
a bond. — of even date with this Deed, and payable to the said
Thomas W Savage on demand, 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, place and terms thereof for *Twenty (20) days*, and upon such terms
as the said Trustee shall direct, and after paying the expenses of executing this trust, if
then unpaid, including a commission of *five (5) per cent* to the said Trustee, then to dis-
charge the amount of money, principal and interest, then due and unpaid of the said
debt; and the residue, if any, pay as the law directs. ~~It is also covenanted and agreed~~
~~this Deed of Trust shall secure any~~ ~~given in renewal or curtail of the~~
aforementioned

In all other respects this Deed shall be executed according to the law governing trust
sales.

Witness the following signatures and seals:

James R Parker (SEAL.)

(SEAL.)

State of Virginia,

County of

} To wit:

in and for the county aforesaid,
in the State of Virginia, do certify that
the wife of *whose names are signed to*
the writing above, bearing date the *day of*
187 *personally appeared before* in the county aforesaid, and being duly
examined by *privily and apart from her husband, and having the writing afore-*
said 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 *hand this* day of
eighteen hundred and seventy

Virginia:

County of *Nansemond*

} To wit:

I, L. H. Leasurey, a Notary Public in and for
the said county, in the State of Virginia, do certify that *James R Parker*
whose name is signed to the
writing above, bearing date the *21st day of February*
1881, has acknowledged the same before me in the county aforesaid.
Given under my hand this *21st day of February* 1881.
L. H. Leasurey
Notary Public

In the Clerk's Office of Nansemond County Court, the 14th
day of March 1881.
This Deed of Trust was received, duly certified, and thereupon
admitted to record

Teste Peter B. Painter Clerk

a copy

Teste.

Peter B. Painter. Clerk

(a copy)

DEED of TRUST.

James R. Parker

To

Peter B. Prentiss
Trustee for
Thos W Savage

"A"

Charles S. Morris, merchant trading
as Morris Brothers, Complainant
vs J. In Chancey
James R. Parker, Thomas
W. Savage, L. H. Causey, Trustees, W. M. Jones
P. H. Lee and J. P. Lee merchants and
partners trading as Jones, Lee & Co and
Peter B. Prentiss Trustees, Defendants.

To the Hon^{ble} George Blow, Judge of the
Circuit Court of Hancock County.
Humbly complaining, shew-
eth unto your Honor, your Com-
plainant Charles S. Morris, mer-
chant, trading under the firm
name of Morris Brothers; that
James R. Parker has for several years
past been conducting a general
merchandise business at Whaley
ville in this County and for some
time seemed to be doing a safe
and profitable business and as
a customer of your Complainant
was in the habit of meeting his bills
promptly, and thereby engendered a
confidence on the part of your Com-

plainant which he has been loth to
relinquish, but latterly the said
James R. Parker has been running
behind in his business and has
wholly failed to meet and discharge
his obligations to your complainant
who for some weeks past has been
seeking to close up his account
with the said James R. Parker in
some satisfactory manner but has
wholly failed to obtain either his
money or a satisfactory promise to
pay the same.

Notwithstanding all this your
Complainant would have been
satisfied with his remedy at law
but on the 21st day of February 1881
the said J. R. Parker executed a deed
of trust to Peter B. Prentiss trustee
for Thomas W. Savage to secure an
alleged debt of \$1500.⁰⁰/₁₀₀ conveying the
the lot of land at Whaleyville on which
is situated the store house of the
said Parker and also his entire stock
of goods, wares and merchandise, and
other property therein mentioned.

as will appear from said deed
a copy of which marked "A" is
herewith filed and is prayed to
be taken as a part of this bill
though your Complainant was in
utter ignorance of the making of the
deed of trust above described until
the 14th day of March 1881 on which
day the same was duly admitted to
record. And on the 14th day of
April 1881, another deed of trust was
made and admitted to record in
the Clerk's office of Harsemaund
County Court in which the said
J. R. Parker conveyed to ^{Ed. H. Cooney} ~~Peter B. Cooney~~
Trustee certain other Real and Person-
al estate to secure to Thomas W. Sav-
age the sum of \$1500.⁰⁰/₁₀₀ which your
Complainant believes and hence
alleges is the same debt secured by
the deed of trust recorded on the 14th
of March aforesaid - A copy of the
second deed is herewith filed marked
"B" and is prayed to be taken as a
part of this bill -

And on the 14th day of April 1881

the said James R. Parker executed a third deed of trust to Peter B. Prentiss ^{as trustee} for the benefit of J. Jones, P. H. Lee and J. P. Lee, merchants and partners trading under the firm name of Jones, Lee & Co., in the City of Norfolk, Virginia, in which deed the said Parker conveys all his right, title and interest in and to the stock of goods in his storehouse at Whaleyside "his books, accounts and other evidences of debt held by said Jas R. Parker" and all his property of every kind and description to secure a bond for \$2000⁰⁰, a copy of said deed of trust is filed herewith and prayed to be taken as a part of this bill.

Your Complainant states further that a deed of trust was executed on the 3rd day of October 1879 to secure to Abram Brinkley the sum of \$1250⁰⁰, C. H. Causey being the trustee therein, but as to that deed your complainant says he believes it to have been executed in good

faith and hence does not ask that it be made part of this bill, nor does he question any of the rights or benefits to which the said Abram Brinkley, his heirs or assigns may be entitled by reason thereof, and reference to which is had in paper marked "B" filed herewith.

Your Complainant alleges that the said James R. Parker is deeply indebted and that the three conveyances marked "A," "B" and "C" were executed with intent to delay, hinder and defraud your Complainant and others of what was justly due and owing them at the time of their execution, and that Thomas W. Savage and Jones, Executors, the beneficiaries therein named had due notice of such intent on his part and conniving at, consented thereto; and therefore said conveyances were made upon consideration not deemed valuable in law and are voluntary, fraudulent and void as to your Complainant.

Your complainant is informed, believer and therefore alleges that the said James R. Parker is still in full control of the entire stock of goods, wares and merchandise in his store house at ~~Whaleville~~ and is daily disposing of the same and appropriating the monies so received as he sees fit: that he is in possession of all his books and accounts and is collecting amounts due him as rapidly as possible or closing accounts by note and thus day by day diminishing your complainant's chances for payment of the amount due him, to the great damage ~~of~~ and in utter disregard of your complainant's rights in the premises.

Your Complainant charges that the two deeds of trust executed to secure to Thomas W. Savage the sum of \$1500⁰⁰ in each case is largely in excess of the amount really due him and the alleged indebtedness of Parker to Savage was purposely exaggerated

to cover future contingencies, and your Complainant demands the closest proof ^{of} said alleged indebtedness.

Your Complainant also demands strict proof of the alleged indebtedness of the said Parker to Jones, Lee & Co: and your Complainant now believes that even if the debt be, as is alleged, \$2000⁰⁰ that the property conveyed is largely in excess of that sum; but if the said Parker is permitted to manage the business as he is now doing that there will be little probability of your Complainant ever realizing anything for his claim which on the ~~1st~~ day of March 1881 amounted to \$364.16 and on the 29th of the same month amounted to \$395.67 no part whereof has since been paid by the said Parker nor anyone for him though often requested so to do.

Hence, since your Complainant is restless in the premises and in a Court of Equity where matters of this sort are alone and properly

Cognizable and relievable, he prays
that the said James R. Parker, Thom-
as W. Savage, L. H. Causey, trustee,
Wm. Jones, P. H. Lee and J. P. Lee
and P. B. Prentiss ~~trustee~~
Merchants trading as Jones, Lee & Co.
may be made parties defendant
to this bill and required to answer
the same on their several and
respective corporal oath, That an
injunction may be awarded by
your honor to prohibit and restrain
James R. Parker or any one in his
employ, Thomas W. Savage, L. H.
Causey trustee, ^{P. B. Prentiss trustee} Wm. Jones, P. H. Lee or
J. P. Lee or their agents from proceed-
ing to sell or remove or in any
manner dispose of the goods, wares
and merchandise now in the store
house at Whaleyville or collect or
close up ^{or assign} any of the accounts or
evidences of indebtedness now in the
hands of the said Parker or the lot
of land on which the said store house
is situated: That your honor will
appoint a Receiver to take the said
stock of goods and books and ac-

counts into possession, make
 sale of the same pursuant to
 your Honor's order and proceed to
 collect the bills and accounts
 now due or to become due to the
 said Parker, that if necessary the
 said Lot and store-house and other
 property at Whaleyville may be sold
 and the proceeds arising therefrom
 be applied to the satisfaction of the
 bona fide claims against the said
 Parker: that if necessary all proper
 proofs and accounts may be
 taken by a Commissioner of this
 Court: and that all further and
 general relief as the nature of the
 case may require and to Equity
 may seem meet shall be given.

And your Complainant will ever
 pray &c.

Morris Brothman
 by Counsel

R. H. Rawles J. p. g.
 C. H. Leasure J. p. g.

State of Virginia

Norfolk City

~~Assessors~~ to wit:

This day

Charles S. Morris personally appeared before me and made oath that the matters of fact contained in the foregoing Bill so far as his own knowledge extends are true, and in so far as derived from the information of others he believes them to be true.

Given under my hand this ~~25~~ 26 day of June, 1881.

W. Portland

Notary Public
for the City of San Francisco

On the motion of the plaintiff and for good cause shown injunction is awarded according to the prayer of the Bill to enjoin and restrain James R. Parker or any one in his employ, Thomas W. Savage, L. H. Causy trustee, P. B. Prentiss trustee, W. M. Jones, P. H. Lee, J. P. Lee or their agents from proceeding to sell or remove or in any manner dispose of the goods, wares and merchandise now in the Store house at Whaleyville or collect or close up or assign any of the accounts now in the hands of the said Parker or the lot of land on which the said store house is situated. But the Complainant in this suit is not to have the benefit of this order until he or some one for him shall have executed before the Clerk of the Circuit Court of Hantswood County a proper injunction bond with good security in the penalty of One thousand dollars conditioned according to law.

And R. H. Rawles is hereby appointed

a Receiver whose duty it shall be to take possession of the stock of goods wares and merchandize in the store of the said James R. Parker at Woblesville and dispose of the same in the manner most conducive to the interest of all parties interested, and also take charge of the books, accounts, bills, notes &c connected with the business of the said Parker and proceed to collect the same and deposit the proceeds thus derived in the Farmers Bank of Hanesmond to the credit of this cause there to remain till the future order of the Circuit Court of Hanesmond County shall dispose of the same

But before the said Receiver shall have authority to act under this order he shall execute a bond as such before the Clerk of the said Circuit Court of Hanesmond County, with good security in the penalty - of \$5000⁰⁰, conditional and payable according to law

To the Clerk
L. H. Hill.
Judge Court Hastings & Portsmouth City

1
Lucas St. Home & Co

1888

Rauler & Co.
Census

Monis Brothers

is } In Charge

Jas. R. Parker & Co.

Bill