1886-010
Nansemond Co. (Suffolk)

Chancery Causes: Gay Manufacturing Co. vs Jason Skeeter et al

Parker

Virginia
Nansemond County, to wit
In the Circuit Court of the said County
Humbly complaining, sheweth unto the
Court, your complainant. The Gem man-
ufacturing Company, a corporation duly
chartered under the laws of Virginia-
that on the 8th day of February, 1886, said
corporation by its president William H.
Crump entered into an agreement
with Jason Skeeter of the County of Nanse-
mond for the purchase of the timber
trees on certain lands belonging to the
said Jason Skeeter situated in said
County and your complainant paid
fifty dollars on account of the pur-
chase price of said timber and
agreed to pay the residue on the term
set forth in said agreement which
has been properly acknowledged by said
Jason Skeeter and duly recorded in
the Clerks office of Nansemond County
Court and said Agreement is herewith
filed, marked "A" and is prayed to be
taken as part of this bill.
Your Complainant further states that
it appears by the records in the Clerks office
of Nansemond County Court that said
Jason Skeeter had prior to his agreement

with said. The Gay Manufacturing Company made two deeds of trust to Peter B. Prentiss trustee for the benefit of Richard E. Parker to secure certain debts therein set forth Certified copies of said deeds are herewith filed as exhibits marked "B." "E." and the trustee therein named Peter B. Prentiss has advertised said land described in said deeds of trust for sale and the land on which stands the timber purchased, and partly paid for by the said The Gay Manufacturing Company, is included in the land advertised to be sold by said Peter B. Prentiss trustee on the 11th day of March, 1886. a copy of said advertisement being herewith filed marked D.

Your complainant states that if this sale be allowed to be made according to the advertisement it will work great damage, harm and injury to the said Company and their rights will be irreparably destroyed.

Your complainant further says that the land and other property is worth very much more than the debts due by said Jason Streeter to said Richard E. Parker and said Parker could readily be secured and protected in all his claim

against said Sheeter, without interfering with your Complainants rights in the premises.

Your Complainants further says that the deeds of trust made by said Sheeter for the benefit of said R. E. Parker were made in fraudem legis and at and for a usurious rate of interest and ought to be reviewed by this honorable Court In consideration of the premises your Complainant being without remedy except in a court of Chancery prays that Jason Sheeter, Richard E. Parker and Peter B. Porter may be made parties defendant to this bill and be required to answer the same according to law and your Complainant further prays that an injunction be awarded restraining said parties from proceeding to sell said premises described in said deeds and the agreement herewith filed till the further order of this Court. finds upon the ground that if the sale goes on it will destroy all of your Complainants right in said land and secondly because it is wholly necessary to sell all the property named in said deeds of trust — and for the further

reason that said Contract ought to be rescinded by a Court of equity on the ground of fraud and usury -

And your Complainant will ever pray &c

The Gay Manufacturing Company
by W. H. Camp President

C. H. Carey p.q.

Virginia
Hanover Co. to wit -

This 11th day of March 1886. William H. Camp President of the Gay Manufacturing Company personally appeared before me in my County aforesaid and made oath that the allegations in the foregoing bill stated on his own knowledge are true and all others coming from others he believes to be true

Given under my hand this 11th day of March 1886.

C. H. Carey
Notary Public

Chancery p.q.
The Gay Manufacturing
Complainant
vs
Bell
Jason Sibley et al

Manufacturing Co

The Gay Manufacturing Co
vs. } In Chancery —
Jason Skeeter & als

The answer of Richd E. Parker, one of the Defendants in the above Styled cause, to the Bill of Complaint Exhibited against himself & others in the Circuit Court of Jasper County, by "The Gay Manufacturing Co."

This respondent, now and at all times hereafter, saving and reserving to himself all benefit and advantage of Exception, which can or may be had or taken to the many errors, uncertainties and other imperfections in the said Complainant's Bill Contained, for answer thereto or to So much or such parts thereof as he is advised it is material or necessary to make answer unto, answering says:

This respondent knows nothing of the agreement made and entered into between Lem A Camp, Pres.t of "The Gay Manufacturing Co" & Jason Skeeter, for the purchase of timber trees on certain lands belonging to said Skeeter, save as set forth in the Bill & Exhibit, but if any such agreement was made, it was with full knowledge of the liens held by this respondent upon said land, and also with full knowledge of the fact that the cutting of the timber would seriously impair the security of this respondent for the debt due him by said Skeeter, and shown by the

Deeds filed as Exhibits with the said Bill; and that said Complainant had no right to enter into such agreement and cut the timber from the said land, without the consent of this respondent, who held the said land and all the timber on it as security for the debt due him, and would have been entitled to Enjoin the cutting of said timber, until his debt was paid.

This respondent did direct Peter B. Pullis, the Trustee in the two Deeds of Trust, for his benefit, Executed by Jason Skeen, to advertise the said land and sell it, as is provided by the terms of the said Deeds, and as he had a right to do, because the said Jason Skeen had wholly failed to pay any part, either of the principal or interest due on said debts, and this respondent considered that the security was insufficient, if the debt be allowed to increase by the accumulation of the interest, and is now insufficient to cover the amount due him and secured by said Deeds. And if the property conveyed by said Deeds is ample to cover the debts due this respondent, as alleged in said Bill of Complaint, the said Complainant could have purchased the land at the sale advertised, and thus have saved itself from all such loss or damage as it alleges would result from such sale; and this respondent denies that said Complainant could or would suffer

"great damages, harm and injury" or damages of any kind, by a sale of said land as advertised, and he also denies that the said Complainant has or had any such interest in the said land or the timber thereon, as gave it any right in Equity to Enjoin the said Sale.

And this respondent denies absolutely that the Deeds of Trust made by Jason S Kuter, for his benefit "were made in fraudem legis, and at and for a usurious rate of interest", and if they were so made, the Complainant has no right to set up any such plea; but no interest whatever has ever been paid to this respondent, and no contract for any greater rate than legal interest has ever been made by this respondent with the said Jason S Kuter, and this respondent calls for strict proof of all the allegations contained in the said Bill.

And having fully answered, he prays that the injunction awarded by Hon W. J Kilby Judge of the County Court of Hanemond County, may be dissolved, that the Bill of the Complainant may be dismissed, for want of Equity, and that this respondent may be hence dismissed, with his reasonable costs by him in this behalf Expended; and he will ever pray &c.

Richard E Parker

By Geo. H. Wright his atty.

County of Hammond, ss wit:

This day personally appeared before me, Jno. H. Wright a Notary Public for the said County, Richard E. Parker, whose answer is above written, and made oath that the Statements therein are true, to the best of his Knowledge and belief.

Given under my hand this 17th day of April 1906

Jno. H. Wright N.P.

Answer of
Richard E. Parker

The Gay M'f'g Co
vs
In Chy
Tensas Chancery

The answer of Jason Kitto to a Bill of Complaint Exhibited against himself and others in the Circuit Court of Jasper and County by "The Gay Manufacturing Company". This respondent, now and at all times reserving to himself all benefit and advantage of Exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said Bill contained, for answer thereto or to so much or such parts thereof as he is advised it is material or necessary for him to answer, says:

It is true as alleged in said Bill that this respondent did sign an agreement in the office of Causey & Rawls in Suffolk, for the sale of this timber, after Wm H Camp, the Pres't of "The Gay Manufacturing Co" and Mr Dennis, its agent had repeated & urged him to do so. This respondent insisted that he could make no sale of the timber except such as Dr R. E. Parker owned or claim. He went with Mr Dennis and showed him the boundaries of the land on which he proposed to sell the timber, to be paid for at the rate of $5 per acre, estimating the land at 100 acres, all in one tract; and when he came to understand the lines of agreement signed by him, they had put 60 acres in one place and 40 in another. This respondent

in pointing out the boundaries purposely designed to Exclude from the agreement some of the best timber on the land. This respondent can neither read or write, and would not have signed said agreement if he had fully understood its terms at the time.

This respondent admits owing to Dr R. E. Parker the debts specified in the Deeds of Trust, Copies of which are filed with the Bill, and that no part thereof has been paid, either of principal or interest. Acknowledging the correctness thereof, and being desirous of paying the same, he made no objection to the sale of the land when advertised and makes none now, as he feels unable to pay the debts in any other way and made the Deeds in good faith.

This respondent further says that at the time of making said Deeds, he included therein his personal Estate, but was not then advised that the portion included in the "Poor law" Exemption, ~~was invalid~~ could not be legally so conveyed, and being desirous of retaining that portion of the property conveyed, he considers the security diminished to that Extent. He further says that he was permitted by Dr R. E. Parker to retain and use the Crops conveyed in said Deeds, and does not now

wish to show the ingratitude of longer withholding the amount due on said debts, so far as the security may be sufficient to pay it, & does not resist the sale of said land, and has not at any time resisted it.
And having fully answered &c he prays to be hence dismissed with his reasonable costs, and he will ever pray &c.

his
Jason x Skeen
mark.

Witness:
Jno H. Wright.

I, Jno H. Wright a Notary Public for the County of Unnamed in the State of Virginia do certify that Jason Skeen whose answer is above written, personally appeared before me in my said County & made oath that the statements contained therein are true, to the best of his Knowledge and belief.
Given under my hand this 12th day of May 1886
Jno. H. Wright N.P.

The Gay Mfg Co

vs/ In Chy

Jason Skeen + als

Answer of

Jason Skeen.

This Agreement, made this 8th day of Febreary, in the year 1886 between Jason Skeeter Virginia and , his wife, of the county of Nansemond in the State of ~~North Carolina~~, of the first part, and the Gay Manufacturing Company, of the State of Virginia, of the second, or other part—

WITNESSETH, That in consideration of the sum of Five ——— dollars, agreed to be paid by the party of the second part unto the parties of the first part, per acre of timbered land of the parties of the first part, viz.: For Sixty acres, to be hereafter laid off and designated out of the tract hereinafter described by said party of the second part, with the privilege also granted to said party of the second part to take, lay off, and pay for Fifty acres additional out of said tract, herein described, upon the same terms as herein provided for for the aforesaid ~~fifty~~ acres of timber hereby absolutely called for (which purchase money or consideration is to be paid as follows, viz.: Fifty dollars dollars prior to the execution of this deed, the receipt of which is hereby acknowledged, and the balance to be paid as follows one half the ballance of the purchase money to be paid when one fourth of the timber on the said land is cut and the ballance of the said purchase price & when one half of the timber is cut

The said parties of the first part do hereby grant, bargain, sell and convey with general warranty unto the said party of the second part, and its assigns, all the timber on the tract of land lying in Nansemond county, ~~North Carolina~~. bounded and described as follows, viz.: By the lands of Virginia, Ben Dudley Nelson Dudley Henry Ellis Waitmans Book James R Sandus

And said parties of the first part hereby grant unto said party of the second part, its successors or assigns, agents and servants, a right of way through and across the said tract of land above described, and any other lands owned by said parties of the first part, for the purpose of cutting and removing the timber cut from said land by said party of the second part, or its agents, or for the purpose of cutting or removing timber from any other tract of land purchased or controlled by the said party of the second part.

And said parties of the first part also grant to said party of the second part the right to erect all tracks, machinery, buildings, improvements and fixtures to be used for the objects and purposes set out in the clause next hereinbefore, and also to remove the same at the pleasure of said party of the second part.

And said parties of the first part hereby grant to said party of the second part, and any persons or body corporate its lawful successors or assigns, the right of way through said tract of land and all lands owned by said parties of the first part for a permanent rai way to be owned and operated by any persons or body corporate to whom said party of the second part shall assign the right hereby specially granted.

And said parties of the first part hereby covenant with said party of the second part and its assigns to pay all levies, taxes, assessments and dues upon the land and timber herein described during the continuance of this contract.

And said parties of the first part hereby grant, accord and assure unto said party of the second part and its assigns the full term of Three years within which to cut and remove the timber hereby conveyed, said term to commence from the time said party of the second part begins to manufacture said timber into wood or lumber.

WITNESS the following signatures and seals:

witness R A Rawles

Jas m his X Skeeter mark [SEAL.]

[SEAL.]

STATE OF ~~NORTH CAROLINA~~ Virginia, }
County of Nansemond } ss.

I, R A Rawles, a Notary Public for the county of Nansemond, in the State of ~~North Carolina~~ Virginia, do hereby certify that Jas m Skeeter whose name is signed to the above writing bearing date the 8th day of February 1886 personally appeared before me this day and acknowledged the same before me in the County aforesaid ~~the due execution of the foregoing deed.~~

Given under ~~Witness~~ my hand and ~~seal~~ this 8th day of February, 1886

R A Rawles [SEAL.]
Notary Public

STATE OF NORTH CAROLINA, }
County of } ss.

In the Clerk's Office of Hancock County Court, the 8th day of February, 1886.
This Agreement was presented with the Certificate annexed and admitted to record.

Teste: Peter B. Dunn, Clerk

Jason S Keeler
&
with & Agreement
The Gay Manufacturing
Company.

Feby: 8th: 1886 Presented in the Clerk's Office with the Certificate annexed & R.

Examined & verified.

("A")

J

Recorded Deed Book No 16 page 122.

This Deed, made the 16th day of January Eighteenhundred and eighty four (1884) between Jason Sheeler and Lavada B. his wife of the one part, and Peter B. Prentis Chosen as Trustee for the purposes herein named of the other part, Witnesseth, that the said Jason Sheeler and Lavada B. his wife, do grant with General warranty, unto the said Peter B. Prentis, trustee as aforesaid, the following property, to wit: All that tract piece or parcel of land, situate, lying and being in the County of Rockingham and State of Virginia, and bounded and described as follows, The tract of land Consisting of two hundred (200) acres, more or less, bounded South by the James Raby and Benjamin Duke tract of land: East by the lands of Franklin Brothers and James R. Sanmeler: South by the lands of Isabel Sheeler and Jesse Sheeler and West by the lands of Christopher Peel, Elisha Reed James Ellis and Cherry Sheeler, and is the same land on which the said Jason Sheeler now resides: Together with all and Singular the appurtenances belonging to the same. Second: the following personal and chattle property to wit- one horse, one mule three Carts & wheels, 12 head of cattle, 6 head of hogs and their future increase: all of my household and kitchen furniture, farming implements &c. Crops of Corn, fodder, peanuts & potatoes and crops of every description of the growth and product of the year 1884 together with all and Singular the appurtenances belonging to the

same. In trust to secure to Richard E. Parker of the County of Hammond in the State of Virginia the payment of Seven hundred and forty-two dollars, and forty-seven cents, ($742.47) evidenced by a bond for that sum of even date with this deed, executed by the said Jason Streeter and made payable to the said Richd. E. Parker, 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 ten 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 discharge 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. In all other respects this Deed shall be governed according to the law governing Trust Sales.

Witness the following Signatures and Seals

Witness
Jason [illegible] Streeter (Seal)
Lorin Cadogan
Lorden B. Streeter (Seal)
Daniel Brothers
F. H. Rawls

State of Virginia
County of Hammond to wit:

I, L. Heaney a Notary public in and for the

County aforesaid, in the State of Virginia do certify that Lorden B. Skeeter, the wife of Jason Skeeter, whose names are signed to the writing above bearing date the 4th day of January 1884, personally appeared before me in the County aforesaid, and being duly examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said Lorden B. Skeeter acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it-

Given under my hand this 10th day of January 1884,

C.H. Keeney, Notary Public

State of Virginia
County of Hanover } to wit-

I, C.H. Keeney, a Notary Public in and for the said county, in the State of Virginia do certify that Jason Skeeter, whose name is signed to the writing above, bearing date the 4th day of January, 1884, has acknowledged the same before me in the County aforesaid

Given under my hand this 10th day of January 1884

C.H. Keeney, Notary Public

In the Clerks Office of Hanover County Court-
the 10th day of January, 1884,
This deed of trust was presented with the
Certificates annexed and admitted

Jason S. Keeler Lawyer
Dan'l Coby Deed & Trust
Peter B. Prentis, Trustee
for Richard E. Parker

("B")

To recent
Peter B. Prentis Clerk
Q exhibit
Dec
Peter B. Prentis Clerk

This Deed, Made the 2nd day

of March (1885) ~~one thousand~~ eight hundred and ~~seventy~~ eighty-five

between Jasen Skeeter and

Lorda B, his wife, ~~of the county of~~

~~and State of Virginia~~, of the one part, and Peter B. Prentis,

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

That the said Jasen Skeeter and

Lorda B, his wife, do grant, with general warranty,

unto the said Peter B. Prentis (which property is already subject to prior deed of Jas. Sk.)

trustee as aforesaid, the following property, to wit: All that tract, piece or parcel of land situate, lying and being in the County of Nansemond and ~~in the~~ State of Virginia, and bounded and described as follows: The tract of land, consisting of Two hundred (200) acres, more or less, and bounded on the North, by the James Raby and Benjamin Duke tracts of land; East by the lands of Franklin Brothers and James R. Saunders; South, by the lands of Caleb Skeeter ~~and~~ and Jesse Skeeter, and West, by the lands of Christopher Peel, Elisha Reel, James Ellis and Cherry Skeeter, and is the same land on which the said Jasen Skeeter, now resides together with all and singular the appurtenances belonging to the same.

Second: The following personal and Chattel property, to wit: two horses, 3 carts and wheels, twelve head of Cattle, Six head of hogs and their future increase; all of my household and Kitchen furniture, farming implements &c. Crops of Corn, fodder, pea-nuts potatoes (Irish and Sweet), and Crops of every description the growth and product of the year, 1885;

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

In Trust, to secure to Rich.d E. Parker of the County of Nansemond in the State of Virginia the payment of the sum of Three hundred dollars evidenced by a bond for that sum of even date with this Deed, ~~and~~ payable to the said Rich.d E. Parker 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 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 discharge 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 that 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:

C. H. Causey
F. H. Rawls

Jason X Skeeter (SEAL.)
his mark

Lorda B. Skeeter (SEAL.)

Peter B. Prentis, Trustee (SEAL.)

State of Virginia, } To wit:
County of Nansemond

I, C. H. Causey, a Notary Public in and for the county aforesaid, in the State of Virginia, do certify that Lorda B. Skeeter the wife of Jason Skeeter whose names are signed to the writing above, bearing date the 2nd day of March 1885, personally appeared before me in the county aforesaid, and being duly examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said Lorda B. Skeeter acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand this 2nd day of March, 1885 ~~eighteen hundred and seventy~~

C. H. Causey, Notary Public

State of Virginia, } To wit:
County of Nansemond

I, C. H. Causey, a Notary Public in and for the said county, in the State of Virginia, do certify that Jason Skeeter and Peter B. Prentis, Trustee, whose names are signed to the writing above, bearing date the 2nd day of March 1885, have acknowledged the same before me in the county aforesaid.

Given under my hand this 2nd day of March 1885.

C. H. Causey, Notary Public

In the Clerk's Office of Nansemond County Court, the 2nd day of March, 1885
This Deed was presented with the certificates annexed and admitted to record.

Teste: Peter B. Prentis, Clerk

A Copy: Teste: Peter B. Prentis, Clerk

(Copy) xmd

DEED of TRUST.

Jason Skeeter Cooper

To

Peter B. Pearl, Trustee

for

Richard E. Parker

("C"

TRUSTEE'S SALE!

By virtue of two several deeds of trust executed by Jason Skeeter and wife, respectively, on the 4th day of January, 1884, and the 2d day of March, 1885, and duly recorded, to secure certain debts therein specified, and by direction of the beneficiary under said deeds, I shall sell by public auction, on the premises, on

Thursday, March 11, 1886,

at 12 o'clock M., all that certain tract of land described in said deeds as follows: All that tract, piece or parcel of land situate, lying and being in the county of Nansemond, and State of Virginia, and bounded and described as follows: The tract of land consisting of two hundred (200) acres, more or less, and bounded on the north by the James Raby and Benjamin Duke tracts of land, east by the lands of Franklin Brothers and James R. Saunders, south by the lands of Caleb Skeeter and Jesse Skeeter, and west by the lands of Christopher Peel, Elisha Reed, James Ellis and Cherry Skeeter, and is the same land on which the said Jason Skeeter resides. Also, the following chattel property, viz.: Two horses, three carts and wheels, twelve head of cattle, six head of hogs, and all the said Reed's household and kitchen furniture.

PETER B. PRENTIS, Trustee.

SUFFOLK, VA., February 24, 1886.

TRUSTEE'S SALE.

The Gay Manufacturing Co
vs { In Chancery
Jason Skeles + als

In the Circuit Court
of Muscogee County in vaca-
tion the 14th Day of June 1886

This
cause came on this day + upon
the request of the Plaintiff in writ-
ing filed in the cause it is ordered
that the Injunction heretofore en-
tered by Hon W. J. Kelly Judge of
the County Court of Muscogee
County be dissolved + that the
Complainants Bill be dismissed
at the Complainants Cost.

The Gay Mf'g Co
vs
Jason S Keeler & als

To the Clerk of the Cir.
cuit Court of Muse
kogee County in Va
cation June 1st 1886.
Enter this Order.

In Vacation.
June 1st 1886

Geo. Bloss,

Came to hand the 2nd day
of June, 1886. Peter B. Prentiss, Clerk.

Entered Chy. Order Book, No 2
pag. 84.

The Gay Mfg Co – Pltff
vs. Injunction
R. E. Parker et al – Defts

The Plaintiff in this cause asks that the bill heretofore filed ~~[redacted]~~ be dismissed.

The Gay Mfg Co
by C. H. Ransey Atty.

To the Clerk of the Circuit Court of Hanseman Co.
May 31 – 1886

The Gazetteer to
vs Eden Chy
R. L. Parker et als

Request to dismiss
heard by Pltff. —

To the Gay Manufacturing Co.

Take notice that on Wednesday May 12th 1886 at the office of Jno H. Wright in Suffolk, between the hours of 6 A M and 6 P M, we shall proceed to take the depositions of Richard E. Parker and others, to be read as evidence in our behalf in a suit in Chancery pending in the Circuit Court of Nansemond County in which we are Plaintiffs & you are Defendants, and if from any cause the taking of said depositions be not commenced on that day, or being commenced they be not concluded, the taking of the same will be adjourned and continued from day to day, at the same place and between the same hours until the same be completed.

Respectfully

Richard E. Parker & als

By Jno H. Wright Atty

I, Wm J. Wright do hereby certify that I delivered a true copy of the within notice to "The Gay Manufacturing Co" at their office, on the 5th day of May 1886

Wm J Wright

Subscribed and sworn to before me this 8th Day of May 1886

Jno N. Wright, N.P.

Courts
Nansemond, Isle of Wight and
Southampton Counties,
And United States District
Court at Norfolk

Office of

C. A. Causey,

Attorney at Law.

Suffolk, Va. 188

Whereas it appears by the records in the Clerk's Office of Nansemond County Court that Jason Skeeter is indebted to Dr. R. E. Parker in the Sum of Seven hundred and forty-two dollars and forty seven cents evidenced by a bond for that amount dated January 14th, 1884 and secured by a deed of trust - and is also indebted to Said Parker in the further Sum of Three hundred dollars, evidenced by a bond dated March 2nd: 1885; and secured by a second deed of trust - And whereas it also appears by the records aforesaid that The Gay Manufacturing Company has purchased the timber on a portion of the land belonging to Said Jason Skeeter and paid a part of the purchase money therefor - And whereas the Said R. E. Parker is seeking to make his money due him by said Jason Skeeter, And whereas a Sale at this time might result in great loss and damage to the said Company - Therefore the said Company, notwithstanding the fact of a suit now in progress about the said land of the said Jason Skeeter, in order to reach a speedy settlement of the

Proposition

"No 1"

with R. E. Parker's

deposition. –

Gay Manufg Co.

v.

Parker &c

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

Office of

C. A. Causey,

Attorney at Law.

2

~~Suffolk, Va.~~ 188

Controversy now offer to pay within ten days from this date the entire sum of money due to the said Richard E. Parker, so that the timber may be cut according to the contract between said Company and the said Jason Skeeter, and the proceeds of said timber to go to the liquidation of the said Skeeter's debt to Dr R E. Parker. But the said Company waives none of its right under the law in said suit above referred to if this proposition be rejected by the said Dr. R. E. Parker or overruled by the Court.

In testimony whereof the said The Fay Manufacturing this day becomes the obligor hereto through and by the signature of its President by Command

Wm. N. Leary

President of the Fay Manufacturing Company

by C. A. Causey Attorney.

The deposition of Richard E. Parker a witness for the defendants taken at the office of Jno. H. Wright Esq. on 12 May 1886 pursuant to the annexed notice to be read as evidence in the chancery cause of The Gay Manufacturing Co. against Richard E. Parker and others now depending in the Circuit Court of Nansemond County, taken before the undersigned Robert R. Prentis Commissioner in Chancery of the Circuit Court of Nansemond County.

Present ~~John~~
C. H. Causey Esq for Complainant.
R. H. Rawles Esq "
Jno. H. Wright Esq for Defendants.

The plaintiff at this time asks leave to file a proposition in writing marked "No 1" returned herewith. — Excepted to by defendants. Plaintiffs except to the sufficiency of the notice.

1. Q. Richard E. Parker a witness for defendants being first duly sworn deposes and says:

1. Q. State your age, residence and occupation.

A. 54 years old — Suffolk Va. — I am a practising physician. —

2. Q. You are as appears by Exhibits filed with the bill the beneficiary

in two deeds of trust, one dated 4 January 1884 on 200 acres of land made to secure you the payment of $742.47, the other dated 2 March 1885 on 200 acres of land made to secure to you $300. — State whether both of these deeds conv the same land? —

A. Yes. —

3. Q. State whether any and if any how much of either of said debts, principal or interest has ever been paid?

A. None.

4 Q. What is the fair value of the land conveyed by said deeds?

A. I should think $800. or $900.

5 Q. The deeds include some personal property — Will you state why that was included?

A. Because I did not think the land was sufficient to pay the debt. —

6 Q. What effect would the cutting of the timber upon this land have upon your security?

A. I should it would lessen it $500. or $600. — —

7 Q. Have you ever had any conversation with Hon W. N. Camp. President of the Gay Manufacturing Co. about the purchase of the timber on the said land, if so state what was said?

A. I had such a conversation. He came to my house on 11th March and asked me to postpone the sale until the Fall — I told him I could not do it — He then offered me $400. for the timber — I remarked that if I sold him the timber for $400. the land

would not then sell for
enough to pay the balance
of my debt. He then said
that he would pay for the
next advertisements, and that
I could bind up old Jason
and make $200. or $300. out
of his chattel property
between then and the fall.-
I told him that the poor law
would allow Jason about
all the personal property
he had, and that that was
not my way of doing business
I wanted him to have all
the law allowed him - and
if the land would bring the
debt that was all I
wanted - I told him at the
same time that if he would
pay my debt I would
transfer my notes to him,
and he remarked that
he would not ~~pay~~ give my
debt for the land -
I told him that Jason had
no right to sell and sold
without my consent -

He asked me, if I was going to sell, and I told him "I was going to try" - and he said "you cant sell" - He said you will have to buy the land - I told him I did not want it, but if I did he could have the preference of the timber if he would give as much for it as any body else. —

8. Q. State whether or not Jason Sheeter had authorized you to sell the timber on this land?

A. He had.

Cross: Examined:

1. Q. You say you are a Physician Do you not sometimes lend money?

A. Yes.

2. Q. Do you not frequently lend

money?

A. Yes. —

3. Q. I understand you to say that on 4 January 1884 and 2 March 1885 you loaned to Jason Sleeter two sums aggregating $1042.47?

A. I believe that was the amount the deeds will show. —

4 Q. And that you took as security for the same two deeds of trust ~~mortgages~~ on the same tract of land, which you have just stated you supposed were worth $800. or $900. — including also some personal property which you have also just stated the Poor law allowed him — How would you as a good business man, as you are known to be, lend $1042.47/100 on $900. worth of security?

A. At the time these deeds of trust were given I thought that he could convey his chattel property to secure the debt. At that time Jason owned $400 or $500 worth of chattel property.

5. Q. Did you allow him to make ~~away~~ with sale of this chattel property without any protest on your part?

A. I did not until I was told by Mr. Briggs that the poor law allowed him ~~all~~ this chattel property and that I could not sell it for my debt. Up to this time I objected. Mr. Briggs gave him a list of what the poor law allowed him.

6. Q. Where were you and at what place did this transaction take place on 4 January 1884 when you loaned Jason Sleeter the alleged sum of $742.47?

A. At that time Jason owed Felton Brinkley $400.- He owed Daniel Brothers about $175.= He owed me at that time two notes which had been standing ever since the surrender.- They made that amount $742.42 ~~I asked~~ Jason asked me to take up Felton Brinkley's deed of trust for $400.- I asked him if he would include my notes and he said he would, and I took it up.-

7. Q. Can you remember what was the rate of interest charged on the two notes at that time held by you against Jason Sheeler?

Excepted to on the ground that the plaintiff has no right to enquire into the rate of interest paid by Jason Sheeler to R. E. Parker.-

A. The notes and deed of trust will show- ~~It~~ There was nothing said about the rate of interest between Jason and myself- ~~I did~~

I dont think any interest was computed on either claim of Danl Bottom & Felton Brinkley. I charged him six per cent and no more. I have never charged more on medical accounts.

8. Q. ~~Did you pay~~ How did you pay the other parties

A. By checks. One on the Farmers Bank of Gloucester and the other on the Commercial Bank of Suffolk. I think.

9. Q. Do you remember the amount of Jason Skeeter's medical bill at that time?

Excepted to because the witness has testified that the amount was evidenced by notes & they included in the deed of trust.

A. I do not exactly.

10 Q. Where were you on 2 March 1885, when the transaction

took place when the alleged amount of $300. was loaned to Jason Skeeter?

Excepted to on ground that Gay Manufacturing Co. cannot enquire into a debt of Jason Skeeter which he himself does not contest or deny.—

A. I was in Suffolk all over town. I think the transaction took place at my house. I do not recollect whether I went to Clerks office or not.

11Q. Did he come to your house on that day to borrow money?

Excepted to for the same reason.

A. I think he did. He wanted to borrow money to buy fertilizers. I had already loaned him money to buy a horse and other things. I do not recollect exactly. The $40. interest on the Felton Brinkley note which was not included in the first

~~Hotes~~ deed because he promised to pay it in sixty days in cash was also included.—

12. Q. In making up the amount of $300. did you not also include a judgment which was then docketed against Jason Steele which has never since been paid?

Excepted to on same ground.

A. I did not.

13. Q. How much was he indebted to you for fertilizers?

Excepted to as irrelevant & impertinent

A. I do not recollect. Perhaps I could tell from my books.

14 Q. How much did he owe you for horse?

Excepted to on same grounds.

A. I do not recollect. It was a negotiable note payable at the Commercial Bank of Suffolk.

15 Q. Did the amount he owed you for the horse, the fertilizer & the Felton Brinkley interest make the entire sum of $300.-

Excepted to as same grounds.

A. Yes.- with medical account included.-

16 Q. Did you on this note either directly or indirectly or in any manner whatsoever charge more than the legal rate of interest?-

Excepted to as same grounds.-

A. No.-

17. Q. You said just now that you had a conversation with Mr. Camp.- Did not Mr. Camp ask you to make a written agreement about the timber.- And did you not say that you would not?

A. I think there was something said about it for $4.00.— and I refused to sign any agreement for that price, but told him if I bought the land I would give him the preference provided he would give as much for it as any body else.—

Note. ~~The plaintiff proposes to the defendants counsel to~~

Further this deponent saith not.

R E Parker

Note. At request of complainants counsel I note that he proposes to continue the motion to dissolve the injunction for three days in order to take depositions to sustain ~~this~~ bill in this cause.—

At request of defendants counsel I note that the proposition is declined because complainants have had ample time already

in which to take depositions.

Rob. R. Prentis
Comm. in Chy.

State of Virginia
County of Nansemond, To wit:

I Rob. R. Prentis a Commissioner in Chancery of the Circuit Court of Nansemond County do certify that the foregoing deposition was taken, sworn to and subscribed before me at the time and place mentioned in the caption hereto.

Given under my hand this 12 day of May 1886.

Rob. R. Prentis.
Comm. in Chancery.

Fee $5.00.

Gay Mfg. Co.

Deposition
of R. E. Parker
for defts.

Parker v.

Know all men by these presents, that we, the Gay Manufacturing Company, a Corporation duly Chartered under the laws of Virginia, and William M. Cooley are held and firmly bound unto the Commonwealth of Virginia, in the sum of Three hundred (300) 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 11th: day of March, A.D. 1886

Now we hereby waive our Homestead Exemption, as to this obligation, and also waive any claim, right or privilege to discharge any liability arising under said bond, in any currency, funds, Counter-Claims or offsets, other than legal tender currency of the United States.

The Condition of the above obligation is such, that whereas, the Gay Manufacturing Company a Corporation duly Chartered under the laws of Virginia, on its Bill in Chancery, in the Circuit Court of Nansemond County, against Jason Steeter, Richard E. Parker and Peter B. Prentis, Trustee, has obtained from the Hon: Wilbur J. Kelly Judge of the County Court of Nansemond County, an injunction, restraining and prohibiting said Peter B. Prentis, Trustee, from proceeding to sell the lands of Jason Steeler, in the said Bill and Exhibits named and described, until the further order of the said Circuit Court: And whereas it is provided by the order of the said Judge granting the said injunction, that the Complainant shall not have the benefit thereof, until it, or some one for it, shall enter into and acknowledge a bond with good security, in the Clerk's Office of the said Circuit Court, before the Clerk of said Court, in the penalty of Three hundred dollars, conditioned to pay all costs and damages which shall be awarded against said Company, if said injunction be dissolved:

Now therefore, if the said The Gay Manufacturing Company, as aforesaid shall pay all such costs, as may be awarded against it, and all such damages as shall be awarded against it, in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue

W. M. Cooley Seal

The Gay Manufacturing Co Seal

Executed and acknowledged before me in the Clerk's Office this day & date above shown.
Peter B. Prentis. Clerk of the Cir. Ct. of Nansemond Co.

The Gay Manufacturing Company
h
vs. Z. Taylor: Bond
Jason W. Keeler Lal:

1886
March 11th: Executed Heller

Upon the complaint. The Gay Manufacturing Company or some one for it, entering into and acknowledging a bond with good security, in the Clerks Office of the Circuit Court of Hanover County, before the Clerk of said Court in the penalty of three hundred dollars, conditioned to pay all costs and damages which shall be awarded against said Company if said injunction be dissolved, an injunction is granted in pursuance of the prayer of the bill therein contained, to restrain and prohibit the within named Peter B. Prentis, his attorney from proceeding to sell the lands of Josiah Sheets in the said bill and exhibits named and described until the further order of the Circuit Court of Hanover County.

To the Clerk of
the Circuit Court
of Hanover County
1886. March 11th

Wilbur J. Kilby
County Court Judge
for Hanover
County.

The Gay Manufacturing Co—
vs
Order of Injct:

Jason Reed Sol:

1886
March 11th Issued in Chy
& served.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY - GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Jason Skeeter, Richard E. Parker 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 April *next to answer a Bill in Chancery, exhibited against* them *in the said Court by* The Gay Manufacturing Company, a Corporation duly Chartered under the laws of Virginia

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 11th *day of* March *1886, in the* 110th *year of the Commonwealth.*

Teste: Peter B. Prentis *Clerk.*

Memo: The within named Peter B. Prentis Trustee is hereby restrained and prohibited from proceeding to sell the lands of Jasan Skeelon in the said bill and exhibit named and described until the further order of the Circuit Court of Hancock County.

Teste: Peter B. Prentis. Clerk

Consolidated
Ike Gray Manufacturing
Co. Salem.

20th Sum'n. Cty: &c

Jasan Skeelon Richard E.
Parker and Peter B. Prentis
Trustee.

To Chancery, 1886

Prent B. M. 1
Cir. Co.

1886. March 11th: Executed by delivering a true copy hereof to Peter B. Prentis, Trusted, Richard E. Parker, and Jasan Skeelon.

F. O. Rawles Deputy for
John L. Fulgham, Sheriff
of Hancock County

1886. June 5th: Rec'd of Peter B. Prentis, One dollar fifty cents for executing this service.

F. O. Rawls D.S.H.C.

To The Gay Manufacturing Co.

Take notice that On Tuesday the 1st day of June 1886, before Hon Geo Blow, Judge of the Circuit Court of Nansemond County, at his office in the City of Norfolk, we shall move to dissolve an Injunction granted by Hon W. J. Kilby, Judge of the County Court of Nansemond County, on the day of March 1886, upon your motion, in a certain Suit in Chancery pending in the Circuit Court of said County, in which you are Plaintiff and Jason Skeeter and others are defendants.

Jason Skeeter.
Richd E. Parker
Dy Counsel

Suffolk Va
May 15th 1886.

I hereby certify that I delivered a true Copy of the within notice, on the 18th day of May 1886, to Wm H. Camp, Pres't of the Gay Manufacturing Co, in person.

Jno. A. Wright

Subscribed and Sworn to before me this 18th day of May 1886.

To The Gay Manufacturing Co.

" " " " " " "

Take notice that on Thursday, May 15th 1886, in vacation, we shall move the Hon Geo Blow Judge of the Circuit Court of Hammond County, to dissolve the injunction awarded by Hon W. J. Kilby, Judge of the County Court of Hammond County, against Jason Shute, Peter B. Pruden Trustee and Richard E. Parker, in a suit in Chancery pending in said Circuit Court in which You are Plaintiffs & we are defendants.

Richard E. Parker

By Geo H. Wright, Atty.

May 5th 1886

I, Wm. J. Wright do hereby certify that I delivered a true Copy of the within notice to "The Gay Manufacturing Co." at their office, on the 5th day of May 1886.

Wm J. Wright

Subscribed and Sworn to before me this 8th day of May 1886.

Jno. H. Wright N.P.

Salisbury Mass
May 6th 1856

To Jason Sleeper

You are hereby summoned to appear at the office of John A. Wright in Amesbury in said County on Wednesday the 12th day of May, 1856 to give evidence in the case of the Inhabitants of Salisbury vs Richard E. Barker and others

Yours &c
Inhabitants of Salisbury

High on Injunctions Vol 1 §s 469 et seq.

Cash
Ch. K
Will Fox
Bill Ford
Wife 12.2.41