1887-015
Nansemond Co. (Suffolk) Chancery Causes: Asa B. Warrington vs William H. Mathias & wife et al

Smith

Costs

| | |
|---|---|
| Tak. Writ in Error | 50 |
| Summ. w. Cby &c. order of copy | 50 |
| 5 Pleas | 2.25 |
| Repl: 15. doc: 15. atto 10 | 40 |
| atto: 10. entg: Return 85 | 45 |
| Judg: bill 1.15 20. Rule 50 | 70 |
| [illegible] | 30 |
| [illegible] | 50 |
| Rule | 30 |
| [illegible] | 36 |
| [illegible] | 1.00 |
| [illegible] | 1.00 |
| [illegible] | 1.16 |
| [illegible] | 8.20 |
| Case 2 X L Clk. | £13.48 |
| Sth. Hen | 16.50 |
| Sheff. | 1.50 |
| | £31.48 |

CHANCERY SUMMONS.

# The Commonwealth of Virginia,

*TO THE SHERIFF OF NANSEMOND COUNTY · GREETING:*

*YOU ARE HEREBY COMMANDED TO SUMMON* W. H. Mathias and Angeline Mathias, his wife, W. H. Brothers, a Justice of the Peace of said County, A. L. Harrell a Constable of said County, and John H. Wright, Attorney, Defendants,

*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* December *next to answer a Bill in Chancery, exhibited against them in the said Court by* Asa B. Mangum, Plaintiff,

*and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this* 25th *day of* November, *1886, in the* 111th *year of the Commonwealth.*

*Teste:* Peter B. Prentis *Clerk.*

Rec'd by acknowledgt service of [illegible] in above entitled cause this 4th Dec 1886
W. H. Matthews
Atty for Plff

Dec 4th 1886
Rec'd & Copy
Asa B. Warrington Esq: Atty for Plff, Notice of Motion to be filed in Clerk's office, & Copy Order to be made thereon & Copy Complaint in above entitled cause
Dec 4th 1886
Rec'd & Copy
John L. Fitzsimons Esq: Atty for Defendant Thomas Conway, Notice of Motion to be filed in Clerk's office, & Copy Order to be made thereon & Copy Complaint in above entitled cause
Dec 4th 1886
Rec'd & Copy
Alexander L. Hamell, Esq: Counsel for Defendant Thomas Conway, Notice of Motion to be filed in Clerk's office, & Copy Order to be made thereon & Copy Complaint in above entitled cause
Albany.

Peter B. Pruyn Jr Clerk

Service of Notice and Affidavit and Copy Order to be made thereon & Copy Complaint in above entitled cause this 4th day of December 1886 at 10 o'clock A.M. at the Capitol in the City of Albany by delivering to and leaving with Asa B. Warrington, Attorney for Plaintiff in the said cause a true copy of the same and of the papers therein mentioned, Charles Conway one of the Defendants in the said cause personally at the Capitol aforesaid

Peter B. Pruyn Jr Clerk

Rec'd by Asa B. Warrington Esq: Atty for Plff, Notice of Motion to be filed in Clerk's office, & Copy Order to be made thereon & Copy Complaint in above entitled cause
Dec 4th 1886
Rec'd & Copy
John L. Fitzsimons Esq: Atty for Defendant Thomas Conway, Notice of Motion to be filed in Clerk's office, & Copy Order to be made thereon & Copy Complaint in above entitled cause
Dec 4th 1886
Rec'd & Copy
Alexander L. Hamell, Esq: Counsel for Defendant Thomas Conway, Notice of Motion to be filed in Clerk's office, & Copy Order to be made thereon & Copy Complaint in above entitled cause
Albany.

1886. Dec: 4. Entered, and a Copy Notice of Motion, Order to be made thereon & Complaint in above entitled cause, delivered to Alexander L. Hamell, Esq: Counsel for Defendant Thomas Conway
Albany.

Rec'd by acknowledgt service of [illegible] in above entitled cause
W. H. Matthews
Atty for Plff
Dec 4th 1886

Rec'd by Asa B. Warrington Esq: Atty for Plff, Notice of Motion to be filed in Clerk's office, & Copy Order to be made thereon & Copy Complaint in above entitled cause
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Alexander L. Hamell, Esq: Counsel for Defendant Thomas Conway, Notice of Motion to be filed in Clerk's office, & Copy Order to be made thereon & Copy Complaint in above entitled cause

Minor 1145

Upon the Complainant Asa B. Warrington entering into and acknowledging a bond with good security in the Clerks Office of the Circuit Court of Nansemond County before the Clerk of the said Court in the penalty of two hundred — dollars Conditioned to pay all costs and damages which shall be awarded against him in case the injunction herein mentioned shall be dissolved, an injunction is granted in pursuance of the prayer of the bill mitine contained to restrain and prohibit the mitin named W. H. Mathias, Angeline Mathias, A. L. Harrell a Constable of Nansemond County and W.H. Brothers a Justice of the Peace and John H. Wright Attorney, and their agents and attorneys and all other persons whomsoever from proceeding further by ~~Court~~ warrant, levy ~~or~~ attachment distress, or in any manner to collect rent ~~or any other claim~~ on of the said Asa B. Warrington, for the land in the Bill mentioned and from levying on, or distressing or holding any part of ~~the any~~ crops raised by the said Asa B. Warrington on said land or other personal, chattel or mixed property belonging to the said Asa B. Warrington for the satisfaction of said rent until the further order of the Court.

Wilbur J. Kilby
County Court Judge
for Nansemond County.
25 Nov. 1886

To the Clerk of the Circuit Court of Nansemond County.

Order
in
Injunction

Nov: 25th 1885

Know all men by these presents, that We, Asa B. Warrington and Josiah Langston, are held and firmly bound unto W. H. Mathias and Angeline Mathias, his wife, W. H. Brothers a Justice of the Peace of Nansemond County, Virginia; A. L. Harrell, a Constable of said County, and John H. Wright Attorney, in the sum of Two hundred dollars, to the payment whereof well and truly to be made to them, we bind ourselves and each of us, our and each of our heirs, executors and administrators jointly and severally, firmly, by these presents. The obligors herein hereby waive all benefit of the Homestead Exemption, as to the obligation of this bond, 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. Sealed with our seals, and dated this 25th day of November, in the year, 1886.

The Condition of the above obligation is such, that

Whereas, Asa B. Warrington, on his Bill in Chancery against W. H. Mathias and Angeline Mathias, his wife, W. H. Brothers, a Justice of the Peace of Nansemond County, Virginia, A. L. Harrell, a Constable of said County, and John H. Wright, Attorney, addressed to the Hon: George Blow, Judge of the Circuit Court of Nansemond County, has obtained from the Hon: Wilbur J. Kelly, Judge of the County Court of said County, an injunction, restraining and prohibiting - The said W. H. Mathias and Angeline Mathias, his wife, W. H. Brothers, a Justice of the Peace of said County, A. L. Harrell, a Constable of said County, and John H. Wright, Attorney, and their agents and attorneys and all other persons whomsoever from proceeding further by warrant, levy or distress attachment, or any matter to collect rent out of the said Asa B. Warrington for the land in the Bill mentioned, and from carrying on, or disposing or holding any part of the crops raised by the said Asa B. Warrington on said land

or other personal Chattel or mixed property belonging to the said Asa B. Warrington, for the satisfaction of said rent, until the further order of the said Circuit Court.

And whereas, it is provided, by the order of the said Judge, awarding the said injunction, that the Plaintiff shall not have the benefit thereof, until he enters into and acknowledge a bond with good Security, in the Clerk's Office of the Circuit Court of Rockingham County before the Clerk of the said Court, in the penalty of Two Hundred dollars, conditioned to pay all Costs and damages which shall be awarded against him, in case the said injunction shall be dissolved:

Now therefore if The said Asa B. Warrington shall pay all such costs as may be awarded against him; and all such damages as shall be incurred, in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed and acknowledged before me in the Clerk's Office. This day and date above. Peter B. Preston. Clerk of the Circuit Court of Rockingham County, Virginia

Asa B Warrington (Seal)
Elijah Lanagan (Seal)

Asa B. Warrington

To Benjamin Bond

W. H. Matthews Lieut. Col.

Nov. 25th. 1886 Received by Mail

To the clerk of the circuit court
of Rawcommon County.

Asa. B. Warrington Pltff

vs

W.H. Mathias
Angeline Mathias his wife Defts
W.T. Brothers a justice of the Peace
A.L. Harrell a constable
John H. Wright attorney.

Issue summons for pltff against defendants
to December rules 1886 to answer said
plaintiff of a bill in chancery to be then
and there exhibited against them.

R.A. Rawles C.C.

Came to hand & issued 25th: Nov: 1886.

C.M.

Atlo's Memo:

$400.

On demand with interest from date I promised to pay N. A. Morgan the full sum of four hundred ($400) dollars for value received for the true payment of which I bind myself my heirs and assigns and I hereby waive the benefit of my homestead exemption as to this debt, obligation or contract.

Witness my hand and seal this the 1st. day of January 1886.

Witness (Seal)

($540.)

One year from date with interest from date I promised to pay Wm. St. Mathias the full sum of five hundred and forty ($540) dollars for value received for the true payment of which I bind myself my heirs and assigns and hereby waive the benefit of my homestead exemption as to this debt, obligation or contract.

Witness my hand and seal this the 1st. day of January 1886.

Witness. (Seal)

This Deed made the 1st: day of January 1886 between Asa B. Wamington and wife Nettie M. Wamington of the county of Nansemond and State of Virginia, of the one part and Bruce Smith chosen as trustee for the purposes herein named of the other part, Witnesseth That the said Asa B. Wamington and wife Nettie M. Wamington do grant with general warranty unto the said Bruce Smith trustee as aforesaid the following property to wit: All that certain tract of land situated in the county of Nansemond State of Virginia, near Somerton, and estemated to contain One Hundred and Sixty acres more or less and bounded by the lands of Burwell R Smith. James R. King Don Drake and others it being the land oved the 26th: day of November 1885 by George T. Smith to the said Asa B. Wamington, together with all and singular appurtenances belinging to the same. ~~and the following chattel estate to wit: One Bay~~

~~Mare and colt 3 head of cattle,~~
~~one buggy and wheels and~~
~~all his household and kitchen~~
~~furniture of every description~~
~~in town.~~ In trust to secure
to H. A. Morgan a Bond of four
hundred ($400) dollars bearing
date with these presents with
interest from date and payable
on demand also another Bond
of five hundred and forty ($540)
dollars bearing same date
with interest from date and
payable to Wm H Mathias by
the said Asa B Warrington one
year after date. And the said
trustee is hereby authorised
and empowered to sell the above
described property ~~and personal~~ real for
cash by public auction after
due advertisement of the time
place and terms of sale ac-
cording to law. If default be
made in the payment of either
one of said Bonds and out of the pro-
ceeds of the sale to pay, first, the Bond
payable to H. A. Morgan and then pay the
Bond payable to Wm H. Mathias or his
heirs and assigns and pay the surplus
if any as the law directs,
Witness the following signatures and seals.
The items of personal property
were erased before signing this Deed.

(Seal)
(Seal)

Copy

Exhibit

Deed of Trust

Bonds No. 1 to 2

$156.$\frac{66\ 2/3}{100}$ Five years after date with interest from date at 6 pr ct pr annum payable annually I promise to pay Angeline Mathias or her heirs or assigns the sum of One Hundred & Fifty six $\frac{66\ 2/3}{100}$ Dollars for value recd this the 1st of Jan 1886 My hand & seal

Seal

$156$\frac{66\ 2/3}{100}$ Six years after date with interest from date at 6 pr ct pr annum payable annually I promise to pay Angeline Mathias or her heirs or assigns the sum of One Hundred & Fifty Six $\frac{66\ 2/3}{100}$ Dollars for value recd this the 1st of January 1886 My hand & seal

Seal

$156.66 2/3

One year after date with interest from date at 6 per ct per annum I promise to pay Angelina Mathias or her heirs or apigns the sum of One Hund & Fifty-six $\frac{66\ 2/3}{100}$ Dollars for value reed this the 1st day of January 1886. My hand & seal

Seal

$156.66 2/3: Two years after date with interest from date at 6 pr ct per annum payable annually I promise to pay Angelina Mathias or her heirs or apigns the sum of One Hundred & Fifty six $\frac{66\ 2/3}{100}$ Dollars for value reed this the 1st day of Jan 1886.

My hand & seal—

Seal

$156.66 2/3 Three years after date with interest from date at 6 pr cts per annum payable annually I promise to pay Angelina Mathias or her heirs or apigns the sum of One Hundred & fifty six $\frac{66\ 2/3}{100}$ Dollars for value reed this the 1st day of Jan 1886. My hand & seal.

Seal

$156.66 2/3 Four years after date with interest from date at 6 pr ct pr annum payable annually I promise to pay Angelina Mathias or her heirs or apigns the sum of One Hundred & Fifty six $\frac{66\ 2/3}{100}$ Dollars for value reed this the 1st day of January 1886. My hand & seal

Seal

Copy
Exhibit
N

This Deed made this the first day of January 1886
between Asa B. Warrington and wife, Nettie Warrington,
of the County of Nansemond State of Virginia, party of
the first part, and Bruce Smith Chosen as Trustee
for the purposes herein named of the same County & State
party of the second part: Witnesseth: that the said parties
of the first part do grant unto the party of the second
part the following property. To wit: All of that parcel
of land situated in Cypress Chapel Township in said
County and State, estimated to contain One hundred & Sixty
acres (160) and bounded by the lands of Burwell R. Smith,
James R. King, Tom Drake and others, known as the
Thomas Parker tract. In trust to secure to Angelina
Mathias (wife of Wm H. Mathias) the payment of the sum
of Nine hundred and forty Dollars evidenced by six
bonds of One hundred & fifty six $\frac{66\frac{2}{3}}{100}$ Dollars each, dated
with these presents and due respectively on the first
day of January 1887, 1888, 1889, 1890, 1891 and 1892 with
interest from date at 6 per cent per annum payable
annually. And the said Trustee is hereby authorized and
empowered to sell the above described property for cash
by public Auction after due advertisement of the
time, place & terms of sale according to law if default
be made in the payment of any one or more of said
Bonds at the maturity of either one or more of them
and out of the proceeds of the sale to pay first all the expenses of
sale, and then pay said sum of Nine hundred and forty dollars in full and all
interest due thereon to the said Angelina Mathias, her heirs or assigns whether
all said bonds or only a part of them be due at the time of said sale or not,
and pay the surplus if any as the law directs

Witness the following signatures and Seals.

Seal
Seal

City
Exhibit
M

Received Nov. 19th 1885 of Asa B. Mannyton
Ten dollars in part payment for the purchase
of my farm this day sold to him for the
sum of $95.00. and I bind myself heirs and
assigns to execute to him a deed on the
first day of Jan. 1886. when the balance
of the purchase money shall be paid of
($9.4 0.)

George F. Smith

Exhibit
"C"

Received Nov. 19th. 1885. of Asa B. Wennington ten dollars in part payment for the purchase of my farm this day sold to him for the sum of $950. and I bind myself heirs and assigns to execute to him a Deed on the first day of Jan. 1886, when the balance of the purchase money shall be paid to ($940.)

George J. Smith.

Xmas.

Exhibit
"C"

# This Deed,

made the 26th day of November in the year of our Lord one thousand eight hundred and eighty-five between George J. Smith and Annie E, his wife of the County of Nansemond in the State of Virginia of the one part, and Asa Burton Warrington of the County of Gates, in the State of North Carolina of the other part, **Witnesseth:** That in consideration of the sum of Nine hundred and fifty (950) dollars the said George J. Smith and Annie E his wife, do grant with general warranty, unto the said Asa Burton Warrington and to his heirs and assigns, forever, the following real estate, to wit: a tract or parcel of land situate lying and being in the County of Nansemond, in the State of Virginia, near Suffolk, on the Freeman's Mill road, and bounded by the lands of Burwell R. Smith, on the North: the lands of James R. King, on the West: the lands of Tom Drake, Mrs: Thos A. Howell and Burwell R. Smith, on the South; and by the road leading from Suffolk to Freeman's Mill, and the lands of Wilkes Burton, on the East: containing One hundred and Sixty acres, more or less, and known as the "Thomas Parker tract" - the land hereby sold and conveyed being the same to which the said George J. Smith acquired title, by Deed from Burwell R. Smith & Sarah M. his wife, dated the 1st day of January, 1880, and duly recorded the 5th day of March, 1881, in the Clerk's Office of Nansemond County Court, in Deed Book, No. 9, pages 170-171.

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

And the said George J. Smith ——— covenants that he has the right to convey the said land to the said grantee; that the said grantee shall have quiet possession of the said land; that he has done no act to encumber the said land; and that he will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

George J. Smith [SEAL.]

**Witnesses:**

Annie E. Smith [SEAL.]

**State of Virginia,**
County of Nansemond **To wit:**

I, Peter B. Prentis, a Commissioner in Chancery of the Circuit Court ——— in and for the county aforesaid in the State of Virginia, do certify that Annie E. Smith, the wife of George J. Smith, ——— whose names are signed to the writing above, bearing date the 26th day of November 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 Annie E. Smith ——— 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 26th day of November eighteen hundred and eighty-five

Peter B. Prentis
Commr in Chy

**Virginia,**
County of Nansemond **To wit:**

I, Peter B. Prentis, a Commissioner in Chancery of the Circuit Court in and for the said county, in the State of Virginia, do certify that George J. Smith ——— whose name is signed to the writing above, bearing date the 26th ——— day of November, 1885, has acknowledged the same before me in the county aforesaid.

Given under my hand this 26th day of November, 1885

Peter B. Prentis
Commr in Chy

Exhibit D.

# Deed of Bargain and Sale.

George F. Smith & wife

TO

Asa Burton Warrington

Copy Exhibit
"B"

March 7th.

Mr: Smith,

I am not going to sign the deed that Dr: Morgan wants me to sign, because I cannot pay the money in 12 months, and if he wants the deed, give it to him

Respectfully

A B. Warrington.

The foregoing is a Copy of Exhibit "A" filed with the Deposition of N. A. Morgan, with the papers of the Chancery Cause, Lately pending in the Circuit Court of Hancock County, wherein Asa B. Warrington was Plaintiff and William H. Matthews Impld others were Defendants.

Test:

Clerk's Office of Hancock Co: Co: Peter B. Prentiss. Clerk.

Octo: 19th: 1887

Exhibit A

Warrington

vs

Mathias & others

This cause came on this day to be heard upon the Bill and answer and exhibits filed and was argued by Counsel on consideration whereof the Court doth order adjudged and decree that the injunction heretofore granted in this cause shall be and is hereby made perpetual and that this cause be remitted from the docket and that the Complainant pay the costs of the defendants in this cause And Leave is given the parties Plaintiff & Defendants to withdraw all the Exhibits filed in the cause, by leaving copies in the papers

Warrington
vs
Martin's heirs

Entered Chs.
15th Oct 1887
C McKee

Entered Chancery
Order Book No. 7
Page 165.

The joint and several answer of Wm N. Matthias and Angeline Matthias, to a Bill in Chancery Exhibited against themselves and others in the Circuit Court of Hammond County, by Asa B. Warrington.

These Defendants, now and at all times hereafter saving and reserving unto themselves all benefit and advantage of Exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the Complainant's said Bill Contained, for answer thereto, or to so much or such parts thereof as it is material or necessary for them to answer, say:

The defendant Wm N. Matthias had no other interest in the transactions mentioned in the Complainants said bill than as the husband of the said Angeline Matthias, who was dealing as the owner of a Separate Estate, which she controlled in her own right, and he, the said Wm N. Matthias, was joined with his said wife in the actions taken, merely as a formal party, but required by law to be so joined with her; and he only advised with his said wife, in making a loan of her Separate funds to the Complainant. But both these defendants say it is true that on or about the 1st of January 1886, the Complainant, Asa B. Warrington, did Contract

with Geo. T. Smith, of Nansemond County, for the purchase of a farm, at the price of $950.00, and that he had very little or no money with which to pay for the same; that having lived near these Defendants in the County of Gates, N. C, he applied to the defendant Angeline Matthias for the loan of money with which to pay for said land, and she agreed to let him have the money upon certain conditions, to wit: that the deed for said land should be deposited with her until the said complainant should Execute a Deed of Trust on the said land for the amount loaned him, which he agreed to do at once, and to pay interest at six per cent. per annum on said loan, or its equivalent as rent of said land. The Deed for said land was Executed by said Geo. T. Smith and deposited with these Defendants, the said Angeline Matthias having paid to said Geo T. Smith the Sum of $910.00. After the Execution of the Deed of bargain and sale, she asked the said Complainant to Execute the Deed of Trust as promised, and had the same prepared, together with six bonds of $ 158 66 2/3 / 100 each and payable, with interest respectively in one, two, three, four five and six years from their date, but the said Complainant refused to Execute either the said Deed of Trust or the bonds above described. After exhausting every personal effort by entreaty and persuasion to induce said Complainant to com-

ply with his agreement in the matter, these Defendants determined to invoke the aid of the law. The said Angeline Matthias did not desire to purchase
5 said land and only agreed to lend Complainant the money upon his urgent solicitations, but finding that after getting in possession of the land he was obdurate in refusing compliance with his solemn agreement, she did near the end of the year 1886 direct proceedings to recover rent for the land
6 for which she had paid and then held the Deed, as it was the only way in which she could recover anything from the Complainant, and in accordance with her understanding, if the Complainant did not pay or secure the money loaned him, he was to pay
7 rent for the land. The Complainant is still in possession of the land, has enjoyed the use of it for more than a year, paying nothing therefor, and now availing himself of his possession, seeks to hold the same without charge, and defendant this Defendant, who befriended him, of what is justly due her. The charge of $75.00 for rent, was only a fair Equivalent of 6 per cent interest on the money loaned, and was an Extremely moderate charge for the use of said land.

This defendant further say that she never received any bond, payable on demand, to said Complainant, except with the distinct understanding that the same might run for any reasonable

length of time, but his refusal to execute the bonds running from one to six years shows that he did not intend to comply with his fair promises.

And this Defendant further says that having paid the purchase price of said land (except the trifling sum of $10.00, of the payment of which she knows nothing) she is entitled to demand of the complainant specific performance of his part of the agreement, or in default thereof she is entitled to claim said land and receive rent therefor. But if the complainant will now Execute the deed of Trust and bonds for $940.00 as promised, and pay the amount due on said debt on the 1st of January 1887, these Defendants are still willing to carry out their agreement as made with the complainant. If he still persists in his refusal to ~~pay~~ Execute the deed of Trust and bonds for money paid for him on the said land, they pray that this honorable Court will require him to Execute the same, or to payment for the use of the said land. These Defendants have acted throughout in good faith with the complainant, and his conduct in the matter has been a surprise and mortification to them.

And having fully answered the complainant's said bill, they pray to be hence dismissed with their reasonable costs, and they will ever pray &c.

W.H. Matthias

Angeline Matthias

By Counsel.

The joint and several answer of Wm N. Matthias and Angeline Matthias, to a Bill in Chancery Exhibited against themselves and others in the Circuit Court of Hammond County, by Asa B. Warrington.

These Defendants, now and at all times hereafter saving and reserving unto themselves all benefit and advantage of Exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the Complainant's said Bill Contained, for answer thereto, or to so much or such parts thereof as it is material or necessary for them to answer, say:

The defendant Wm N. Matthias had no other interest in the transactions mentioned in the Complainant's said bill than as the husband of the said Angeline Matthias, who was dealing as the owner of a Separate Estate, which she controlled in her own right, and he, the said Wm N. Matthias, was joined with his said wife in the actions taken, merely as a formal party, but required by law to be so joined with her; and he only advised with his said wife, in making a loan of her Separate funds to the Complainant. But both these defendants say it is true that on or about the 1st of January 1886, the Complainant, Asa B. Warrington, did Contract

with Geo. T. Smith, of Hammond County, for the pur-
chase of a farm, at the price of $950.00, and that
he had very little or no money with which to pay
for the same; that having lived near these Defend-
ants in the County of Gates, N. C, he applied to the
Defendant Angeline Matthias for the loan of
money with which to pay for said land, and she
agreed to let him have the money upon certain
conditions, to wit: that the Deed for said land
should be deposited with her until the said com-
plainant should Execute a Deed of Trust on the
said land for the amount loaned him, which
he agreed to do at once, and to pay interest at six
per cent.
per annum on said loan, or its equivalent as
rent of said land. The Deed for said land was Ex-
ecuted by said Geo. T. Smith and deposited with these
Defendants, the said Angeline Matthias having
paid to said Geo T. Smith the Sum of $940.00. After
the Execution of the Deed of bargain and sale, she
asked the said Complainant to Execute the Deed
of Trust as promised, and had the same prepared,
together with six bonds of $156 66 2/3 100 each and pay-
able, with interest respectively in one, two, three, four
five and six years from their date, but the said
Complainant refused to Execute either the said
Deed of Trust or the bonds above described. After
exhausting every personal effort by entreaty and
persuasion to induce said Complainant to com-

Nansemond County, to wit:

I, Jno. H. Wright, a Notary Public for the said County, do certify that Wm. Matthews and Angeline Matthews, whose answer is above written, personally appeared before me in my said County and made oath that the statements contained therein are true to the best of their knowledge & belief. Given under my hand this 4th day of January 1887.

Jno. H. Wright N.P.

Asa B. Warrington

vs } In Chancery

W.H. Matthias et ux et als

Answer of
W.H. Matthias &
Angeline Matthias.

Hanemond County To wit

To A. L. Harrell Constable of the said County
Whereas F. N. Wright atty for Wm H. Mathias
and Angeline Mathias his wife hath this
day made oath before me Wm H Brother a
Justice of the Said County that he verily
believes that Isa B. Warrington
his tenant is Justly indebted To him in
the Sum of Seventy five dollars $75.00/100
for rent reserved upon Contract for
a certain Messuage and tenement
Situated in the Said County. These are
therefore in the name of the Commonwealth
to require you forthwith to distrain So
much of the good and chattles of the
said Isa B Warrington in and upon the
said Messuage and tenement
as shall be ~~Saff~~ Surficient to Satisfy the
rent due and in arrear as aforesaid and
the cost of distress and for your so doing
This shall be your authority. Given under
hand and seal this 30th day of October
1886

Wm H Brother J.P.

A copy by Constable.
J H

A copy of
J H Wright atty for
Wm H Matthias and his
wife Angeline
vs
Asa B Warrington

To the Hon. Geo. Blow, Judge of the Circuit Court of Tazewell County.
Humbly Complaining Sheweth unto your Honor, your orator Asa B. Warrington the following case:-
That on or about the month of 1st of January 1886 he purchased of George T. Smith a tract of land near Smeeton in Tazewell County Virginia containing about one hundred and sixty acres more or less and bounded by the Burwell R. Smith Jas. R. King, Tom Drake and others

for the price and sum of $950—
that in order to pay for the said land he proposed to borrow the sum of $400— from Dr. H. A. Morgan and the sum of $540— from W.H. Mathias and Angeline his wife which according to his contract he was to have an extended credit for, in order to enable him to make his payments with ease and facility. That the said Geo. T. Smith has made to your orator a deed with general warranty for the said land and has been paid in full for the same — that on the 19th of Nov. 1885 your orator paid $10- cash as earnest money to bind the bargain, and as a part payment on the purchase price. That although his contract was to bor-

the money on time, yet when the notes were prepared and brought to him to sign, they were made payable on demand – thus putting your orator completely at the mercy of the defendants, your orator expecting to be given time as per his contract and also expecting to make a large part of the purchase money by cultivating the farm thus purchased. Dr. H.A. Morgan then turned over his interest in the matter to the defendants W.H. Mathias and Angeline his wife – they then say holding an open account of $940 – against your orator for money loaned – if in fact they had any claim against him at all. And your orator says: that he is now legally seized in fee simple of the land above named – that it stands in his name by deed with general warranty from Geo. T. Smith. That neither W.H. Mathias nor Angeline his wife have any title whatever to the said land nor any right whatever to the possession thereof: that they have never been in possession thereof, nor exercised any acts of ownership thereof, nor have they any lien thereon. But notwithstanding these well known

and notorious facts, the defendants W.H. Mathias and Angeline Mathias by and through their attorney Jno. H. Wright have proceeded against your orator ~~&c~~ who has been in absolute possession of the premises since Jan 1st, 1886, in an illigal and arbitrary manner, treating your orator as a mere tenant and pretending themselves to be landlords, by swearing out before W.H. Brothers, a Justice of the Peace a distress warrant for $75- for alleged rent reserved upon contract, which said warrant was placed in the hands of A.L. Harrell a constable of said County to be by him executed, and who has by virtue thereof seized on all your orators crops of Corn, Fodder, Hogs, buggy and many other articles of personal property worth many times the said sum of $75. Now your orator utterly denies that he is a tenant of the said W.H. Mathias and Angeline his wife; and he denies that that the said W.H. Mathias and Angeline his wife are his landlords and he further denies that they have any legal interest whatever in and to his land. And your orator herewith files with this Bill a copy of the distress warrant

furnished him by the said Constable Harrell marked exhibit "A" and prayed to be taken as a part of this bill. And your orator further says that unless this Court will interpose by its restraining order, that all his goods and chattels will be sold to pay a debt which he does not owe and that he will be irreparably damaged and his family made to suffer thereby. In Consideration of the premises, your orator being remediless, except in a Court of Chancery where such matters are alone and properly cognizable, prays an injunction to restrain and prohibit the said W.H. Mathias and Angeline his wife, John H. Wright their Attorney, A.L. Harrell Constable and W.H. Brothers a justice of the peace of this County and their agents, attorneys and all other persons whomsoever from proceeding further by general warrant, levy or distress or attachement or in any manner to collect rent or any other claim out of the said Asa B. Warrington or from levying on, distressing or holding any of the property of the said Asa B. Warrington until they answer the premises of this Bill on oath and until this Honorable Court can hear and

determine the merits of this cause and under the further order of this Court. Your orator also prays that the said W.H. Mathias and Angeline his wife, W.H. Brothers a Justice of the Peace, A.L. Harwell a Constable as aforesaid and John H. Wright Attorney may be made parties defendants to this Bill and required to answer the same on oath, and that such other and further general relief may be afforded your orator as the case demands or to equity seems meet and your orator will ever pray &c.

Ada B. Warrington

Sworn to before me this 20th day of November 1886. by Ada B. Warrington.

R.A. Rawles N.P.

Rawles. P. J

Asa B. Warrington

vs Ejt Bill

W. H. Mathias & wife et al:

Nansemond Cir: Co:

Asa B. Warrington

vs

Chy. Order

W. H. Mathias & Wife &c.

1886. Nov. 25th Order awarding injn. filed

" " " Injn. Bond approved & filed

" " " Summons in Chy. &c. issued to Dec. Rules, 1886.

" Dec. Cplts. Bill &c. filed & decree nisi vs. defts.

1887. Jany. 3. Decree nisi confirmed & Ltr. for Exrs.

" Affl. from Custom

" Oct Decree perpetuating the Injn. & removing Case from the Docket. & Case given to withdraw Exs. open Comy. Clerk's and the Papers.

Chy. Notes

Contri
C.R. $13.48
attn. Fee 11.50
Instl. 1.50
$31.48

Rawles. p. 1

Chancery Papers

Asa B. Warrington

against

W. H. Mathias & wife et al

1887.

October Term.

Final decree.

Hasbrouck Ver. Co.

No. 3 LEGAL WRAPPER.

F. S. HASBROUCK & CO., SOLE MANUFACTURERS, 66 & 68 DUANE STREET, NEW YORK.