

1888-007

Nansemond Co. (Suffolk)

Chancery Causes: R. Sydney Godwin, trst vs Pinner & Derring] et al

Howell, Tynes, Derring, Pinner, Jones

May 19th 1888

To R. Sydney Godwin Trustee.

Take Notice

That we will move the Hon. C. W. Rice Judge
of the Circuit Court of Hanover County,
on Friday June 22^d 1888 at his residence
in Manassas Virginia to dissolve
the injunction awarded complainant
in the suit of R. Sydney Godwin Trustee
under a deed of trust from Henry L. Tynes
vs. M. F. Penner & G. H. Werring Merchants and
Partners trading as Penner & Werring and
William H. Howell Sheriff of Hanover
County, now pending in the Circuit Court
of Hanover County, in which you
are the Plaintiff and we are the
defendants.

Respectfully -

M. F. Penner -

G. H. Werring -

William H. Howell

Sheriff of Hanover

County - By.

Cocaine

Service acknowledged, Robt. K. Meatis P. 9.
19. May 1888.

Notice of Application
to dissolve partnership

May 19th 1888

To R. Sydney Godwin Trustee.

Take notice

That we will move the Hon. C. C. Justice
Judge of the Circuit Court of Hanseman
County, on Saturday the 26th day of
May 1888, at the Circuit Court Room
in the City of Norfolk Virginia, to
increase the injunctive bond given
in the cause of R. Sydney Godwin Trustee
under a deed of trust from Henry L. Tynes
vs. M. F. Pinna & G. H. Dening Merchants
and partners trading as Pinna & Dening
and William H. Howell Sheriff of Hanseman
County, now pending in the Circuit Court
of Hanseman County, in which you
are the Plaintiff and we are the defendants.

Respectfully
M. F. Pinna
G. H. Dening
William H. Howell
Sheriff of Hans. Co-
nty.
Counsel

Service acknowledged
Robt. R. Huntis P. G.
19. May 1888.

I acknowledge notice of a motion to
appoint a Receiver at the same time
and place, ^{at which} ~~to be at~~ the motion to in-
crease the penalty of the bond is to
be made.

Merret Briggs -
att^y for def^s.

Notice of app^t to
increase ~~the~~ bond.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*M. J. Pinner and
G. H. Derring merchants and partners
trading as Pinner & Derring, and
William H. Howell Sheriff of
Nansemond County.*

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~~ ^{third} Monday in *May (1888)* next, to answer a

Bill in Chancery, exhibited against *Therby,*
in the said Court by *R. Sydney Godwin*

*Trusted under a deed of trust from
Henry L. Jones.*

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *7th* day of
May 1888, in the 11th year of the Commonwealth.

Teste:

Peter B. Prentis

Clerk.

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 *M. F. Pinuer and*
G. N. Derring merchants and partners trading as
Pinuer & Derring and William H. Howell
Sheriff of Nansemond County.

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~~ ^{third} Monday in *May (1888)* next, to answer a
Bill in Chancery, exhibited against *them*
in the said Court by *R. Sydney Godwin*
Trustee under a deed of trust from Henry L. Lyles

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *9th* day of
May 1888, in the 11 2th year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memorandum: To prohibit and restrain Pinney & Derring, William H. Howell, their agents, attorney, and all other persons from selling the stock of merchandise in the store recently occupied by Henry L. Tyner in Buchanan, Staunton County, Virginia, under the execution in favor of Pinney & Derring against said Tyner for \$957.⁴⁵/₁₀₀, and from proceeding to enforce the judgment upon which the said execution is based by any other ways or means whatsoever, until the further order of the Circuit Court of Staunton County. -

Teste:

Peter B. Prentiss Clerk
by C. H. Canby J. D. C.

Executed by delivering a copy of this process in person to M. H. Pinney.

Wm H Howell
Shff-

Prentiss

N. Sydney Goodwin

Attorney

to
James

Shaver

Pinney & Derring &c

3^d Monday in May 1888.

The bond of \$250. required under the order of the Judge granting the injunction in this case had been duly executed and filed.

Teste:

Peter B. Prentiss

Clerk

by C. H. Canby J. D. C.

D. B. No. 2. D. 2

in Co

Know All Men by These Presents, That we, *Henry L. Lynes and Samuel G. Webb*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of *Two hundred and fifty* 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 *9th* day of *May* in the year one thousand eight hundred and eighty-*eight*, and in the *112th* year of the Commonwealth. 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.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if ~~the above bound~~ *whereas in a certain suit in chancery depending in the Circuit Court of the County of Nansemond, this day commenced, wherein R. Sydney Gordon Trustee, under a deed of trust from H. L. Lynes to plaintiffs and M. F. Primer & G. H. Derring merchants & partners trading as Primer & Derring & with H. Horroel Esq. of Nansemond County are defendants, an injunction had been awarded by the judge of the Superior Court of Norfolk City to prohibit & restrain Primer & Derring from H. Horroel, their agents, attorneys and all other persons from sealing the stock of merchandise in the store recently occupied by H. L. Lynes, in Churchtown under the execution in favor of Primer & Derring against said Lynes for \$957.41 & from proceeding to enforce the judgment upon which the said* who ha ~~this day qualified before the~~ Court of Nansemond County, ~~execution is based by any other way or means, whatever until the further order of the Circuit Court of Nansemond County: And whereas by said act it is provided that said plaintiff shall not have the benefit thereof until he or some one for him shall execute before the clerk of this Court in his office a bond in the penalty of \$250 with security to be approved by said clerk & conditioned according to law - Now if the said plaintiff or his agent & should pay to the said defendant all costs & damages which said defendant may incur by reason of said injunction, in case the same shall be dissolved.~~

~~shall faithfully discharge the duties of his said trust,~~ then the above obligation to be void, or else to remain in full force and virtue.

Executed in presenee }
of the Court.

*C. H. Causey Jr. Deputy clerk
of the Circuit Court of
Nansemond County.*

*H. L. Lynes
Samuel G. Webb*



R. Sydney Godwin,
Trustee.

N. E. Injunction Bond

Primer & Worring T.

1888

May 9th: Executed & filed.

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 *W. F. Primer and*
G. H. Derring merchants and partners Trading as
Primer & Derring and William S. Howell
Sheriff of Nansemond County

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~~ ^{third} Monday in *May (1888)* ~~next~~, to answer a

Bill in Chancery, exhibited against *them*

in the said Court by *R. Sydney Godwin*

Trustee under a deed of trust from Henry D. Lyne

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *9th* day of
May 1888, in the 112th year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memorandum: To prohibit and restrain Pinner & Derrig,
William H. Howell, their agents, Attorneys and all other
persons from selling the stock of merchandise in the
store recently occupied by Henry L. Tyner in Chuckatuck,
Nansemond County, Virginia, under the execution
in favor of Pinner & Derrig against said Tyner for
\$957.⁴⁵/₁₀₀, and from proceeding to enforce the
judgment upon which the said execution is
based by any other ways or means whatsoever,
until the further order of the Circuit Court of
Nansemond County. -

Iste

Peter B. Prentiss Clerk
by C. H. Causey Jr. D.C.

a copy for

G. H. Derrig

The bond of \$250 required
under the order of the Judge
granting the injunction
in this case has been
duly executed and filed -

Iste

Peter B. Prentiss

Clerk

by C. H. Causey Jr. D.C.

To R. Sydney Godwin Trustee.

Take notice, that
we shall, on the 6th day of June 1888 at the Law
office of Maria Briggs in Suffolk Va. between the
hours of 6. a.m. & 6. p.m. of that day. proceed to take
the depositions of G. H. Waring & others, to be read as
evidence in our behalf in a certain suit at Equity
depending in the Circuit Court for the county of
Stafford, wherein you are Plaintiff and
we are Defendants, and if from any cause
the taking of the said depositions be not commenced
on that day, or if commenced, be not concluded
on that day, the taking of the same will be
adjourned and continued from day to day
or from time to time, at the same place and
between the same hours until the same
shall be completed

May. 19th 1888.

Respectfully -

M. F. Penner.

G. H. Waring

William H. Howell

Suf. of Staff. Co.

By.

Boemsl.

Service acknowledged -

Rob. R. Prentiss P. G.
22 May 1888.

Notice to rare
depositions -

In Vacation:
Circuit Court of Staunemond County
the day of 1888.

R. Sydney Godwin Trustee under a
deed of trust from Henry L. Tynes.

vs.
W. F. Pinner and G. H. Derrington merchants
and partners trading as Pinner & Derrington,
and William H. Howell, Sheriff of
Staunemond County. -

This cause came on this day to
be heard upon the bill and the
exhibit therewith filed, and the answers
of the defendants with general rep-
lications thereto, and upon the
motion of the defendant to dis-
solve the injunction awarded on
the 8th. day of May 1888, the dep-
ositions of witnesses and was
argued by counsel. -

On consideration whereof,
without deciding any of the
principles of the cause, the Court
doth continue the said motion
and doth adjudge, order and
decree that ~~an~~ issues be made
up and tried at the bar of
this Court to ascertain and
try - 1st. Whether at the time Henry
L. Tynes confessed the judgment for

\$957.⁴⁵ in favor of ~~the~~ Piimer & Derring
there was an understanding and
agreement that if the said Tynes
should on the 23rd day of April 1888
deliver to said Piimer & Derring his
three negotiable notes endorsed by
Samuel G. Webb, aggregating \$682.
payable in thirty, sixty and ninety
days that the said confessed judg-
ment should be immediately
marked satisfied - and 2nd. Whether
the said Tynes in fulfillment of
of the said contract did on the
23rd day of April 1888 tender to
W. F. Piimer of the firm of Piimer
and Derring his three negotiable
notes endorsed by Samuel G. Webb
payable in thirty, sixty, and ninety
days, each for the sum of \$228,
and aggregating the sum of \$684. -

And it is ordered that on the
trial of said issues, the complainant
shall maintain the affirmative and
and the defendants the negative, and
on the trial of said issues the
bill, answers, exhibits and the depo-
sitions of such of the witnesses
as are dead, or whose attendance
cannot be secured, may be read
in evidence, and such other evidence
may be introduced by either
complainant or defendants, as

may be legal and proper.

And inasmuch as the stock of goods levied on by the Sheriff is likely to depreciate in value before the issues involved in this cause can be determined ~~it is ordered that the~~ ~~said~~ the Court doth adjudge, order and decree that the same be sold at retail ^{for cash} ~~for~~ days from this date, and at the expiration of that period that such portions thereof as may remain unsold be sold at public auction to the highest bidders therefor, for cash, after reasonable advertisement. And the Sheriff of Hansemond County by virtue of section 3403 of the Code of Virginia 1887, is directed to execute this order of sale. The said Sheriff is authorised to employ such clerks, agents and assistants as may be necessary to enable him to dispose of the said merchandise to the best advantage and after deducting all reasonable expenses for rent, clerks wages, and other necessary charges, including a commission of five per cent on the gross amount of money received by him, under this decree, he is directed to deposit the balance of all such funds in

The Farmers Bank of Haverhill, on
interest account to the credit of
this cause, subject to the future
order of this Court. - And he
shall make report to Court of all
his proceedings under this decree. -

R. Sydney Godwin,
Trustee

M. Deeree

Finney & Derrin

1

The depositions of G. H. Werring and others taken before me Meritt Briggs a Notary Public pursuant to Notice Hereto Annexed, at the office of Meritt Briggs, Suffolk Virginia on the 6th day of June 1888 between the hours of 6. A.M. and 6. P.M. to be read as evidence on behalf of M. F. Penner & G. H. Werring Merchants and partners trading as Penner & Werring in a certain Suit in equity depending in the Circuit Court for the County of Transylvania between R. S. Dyer Godwin Trustee under a deed of trust from Henry L. Tynes is Plaintiff and the said M. F. Penner & G. H. Werring Merchants and partners trading as Penner & Werring and William H. Howell Sheriff of Transylvania County as Defendants.

Present. Rob. R. Prentiss. Atty. for Plff.
Meritt Briggs. " " Deft.

G. H. Werring being duly sworn on the Holy Evangelists of Almighty God depose and say as follows.

1
What is your age - residence & do you know the parties to this Suit?

Ans. 26 yrs. of age. Reside in Suffolk & know the parties to suit.

2. The Plaintiff in this suit charges that Pennie & Loring obtained a Confirmed Judgment in their favor against Henry L. Tynes ^{for \$957.41} under the following circumstances. On the 21st day of April 1888 the said Henry L. Tynes conferred the said Judgment with the express understanding and agreement that if the said Tynes should on Monday the 23rd day of April 1888 deliver to the said Pennie & Loring two three negotiable notes endorsed by one Samuel L. Webb aggregating \$682 and payable in thirty, sixty and ninety days that the said Confirmed ^{Judgment} should be immediately moved satisfied. Please state whether you were present when Mr. Henry L. Tynes gave a power of attorney to Meritt Briggs Esq. to confer said Judgment & if yes whether or not the said Judgment was conferred under the circumstances above written?

Ans. I was present on that day. There are not the circumstances under which the Judgment was conferred.

3 Please state the circumstances under which the Judgment was conferred.

Ans. Mr. Penner, myself & Mr. H. L. Tynes & Meritt Briggs were all present in Mr. Penner's parlour and I asked Mr. Tynes if he could not pay H-bill which I presented him, he said he could not but he would give no personal security if we would give him a little time, I asked him who he could give, he said he could give his notes endorsed by Mr. Webb & Dr. Tynes for our acct. less \$275- Amt. of two acceptances which he had given us and would guarantee to meet the two acceptances when due \$275: I asked him what time he would want to make the notes, he said 30, 60 or 90 days for the remainder of the acct. I told him I would like for it to be settled that day, we could not agree as to settlement, when Mr. Briggs made the proposition to give us notes with confession of Judgment which was mutually agreed between Mr. Tynes, Mr. Penner & myself & we put it down as agreed to be made satisfied when he brought his notes endorsed by Dr. Tynes and Mr. Webb for Amt. of account less the \$275- which he guaranteed to meet and I have never tendered the H- notes. That is all I know about it -

4 was it not stated at the time the confession of Judgment was given, that the who above alluded to were to ^{be} given you in a specified time

Ans. yes sir. we first said a week & then 10 days we told him a few days did not make any difference. He said he could bring them on Monday or Tuesday - And I told him either one would do.

5. ^{did not} told Mr. M. F. Penner Tell Mr Tynes in his paper during the conversation above alluded to before the Confession of Judgment was carried to the Clerk or before it was signed by him, that it would not be marked satisfied after it was recorded unless he gave both Samuel G. Webb and his brother Dr. R. D. Tynes as witnesses in his negotiable note which was to be given -
excepted to as untrue

Ans. yes sir -

6 State any conversation which occurred between Mr H. G. Tynes & yourself or in your hearing at the time he gave the Confession of Judgment & in reference to witnesses which he would

5

^{in order}
you ~~not~~ ^{to} get you to make the said Judgment
Satisfied -

Ans. He said Dr. R. H. Tynes & S. G. Webb had never
refused to endorse for him. I don't know of
any other conversation.

Q Did you hear Mr. M. P. Penner at this time
tell Mr. H. L. Tynes that he would not accept
the note unless it was endorsed by both
S. G. Webb & Dr. R. H. Tynes - ^{except to as leading}
_{question}

Ans. He said he would not take the note unless
they were endorsed by both Dr. R. H. Tynes
and S. G. Webb. As Mr. Webb was not
very friendly towards him. Mr. Penner said
he was tired of paying Mr. Briggs Lawyer fees.
& that is about all I remember.

Cross: Examined

Q 1. On what day was the judgment
conferred?

Excepted on ground that record is the
best evidence. -
A. I don't remember the date. The
paper will show for itself. -
On the 21st day of April 1888.

Q. 2. When did the execution go into the Sheriff's hands? -

Excepted to on ground that record is the best evidence.

A. I ~~do~~ not know - Mr. Briggs attended to it. -

Q. 3. Did you go to the Clerk's Office at the time of the confession?

A. Yes. -

Q. 4. Did you hear the instructions given to the Clerk. - If so, what were they?

A. Mr. Tyner, Mr. Briggs, Mr. Pinner & myself all went into the Clerk's Office. - I did not hear the instructions. -

Q. 5. Was it your understanding that the execution was not to be delivered to the Sheriff until after Mr. Tyner had been given an opportunity to comply with his contract above alluded to by you?

Excepted to generally. -

A. No. Sir.

Q. 6. Then your understanding was that it was to be delivered to the Sheriff immediately, notwithstanding the said contract?

Excepted to generally. -

A. We were to give him a day or two to secure the notes referred to. -

Q. 7. Then the execution was not to be delivered to the Sheriff until he had the opportunity to secure the said notes?

Excepted to generally. -

A. I think the Sheriff endorsed the execution on that occasion to make it binding on the property. -

Q. 8. Then it was immediately delivered to the Sheriff?

A. He endorsed it. -

Q. 9. Was there not at one time during these negotiations an understanding that the judgment was not to be entered up on that day?

Question Excepted to on ground that no such allegation is made in the bill.

a.

no.

Q 10. Then relate what occurred during that day with reference to entering up the judgment? Excepted to as being irrelevant to the allegations of the bill. -

a.

~~When~~
Mr. Tynes first gave us the confession of judgment, Mr. Briggs Tynes and myself went down to the Clerk's Office and Mr Briggs gave the Clerk of the Court the confession of judgment and asked him if he would not hold it until he ordered it to be put on record. He said he would do so. - We afterwards went to Mr Tynes and I asked Mr. Tynes to let it be put on record - to which he agreed. And we went in the Clerk's Office, and the Clerk of the Court admitted it to record. in the presence of Mr. Tynes, Mr. M. F. Pinner, Mr. Briggs and myself. -

Q. 11. Then at one time during the day it was understood that the judgment was not to be immediately entered up?

Excepted to as irrelevant & immaterial.

A. It was understood that it was to be entered up whenever Mr. Briggs said so. -

Q. 12. Then at no time during that day was there any understanding that it was not ^{to be} immediately entered up?

Excepted to as irrelevant & immaterial.

A. When Mr. Tynes, Mr. Briggs and myself first went to the Clerk's Office it was mutually understood that it was not to be put on record until the Clerk of the Court was notified by Mr. Briggs, or unless some other paper ~~of like~~ coming from Mr. Tynes should be offered. - The Clerk said to Mr. Tynes, of course, there cannot be any paper offered without your knowledge, as you say you

say you have no such paper
out.

Q. 13. Were any other names mentioned
as endorers, except Saml. C.
Webb and D. R. Tynes?

A. I don't think there were - I am
not positive.

Q. 14. Was there not an understanding
that if he brought you good
negotiable paper for \$682. you
would mark the judgment
satisfied?

A. No. Sir. —

Re-examined:

1. Q. While you did not agree to accept
good negotiable paper, you would
have done so, had it been
offered, would you not?

A. Yes Sir. If we had deemed it
unquestionably good. —

2. Q. When the judgment was entered up by the Clerk, was not Mr. Tynes present, and did he not acquiesce in everything which was done?

A. Yes Sir.

3. Q. I understand you to say that Mr. Tynes was in the Clerk's Office when the judgment was entered up by the Clerk. Did he seem to know what was being done?

A. Yes Sir. -

4. Q. Did he not agree that the judgment should be immediately entered and all necessary legal papers issued?

Excepted to as leading

A. Yes Sir.

5. Q. Had he not agreed to this before Mr. Briggs went into the Clerk's Office and ordered the Clerk to enter up the judgment?

a.

Excepted to as leading
Yes Sir.

Further this deponent saith not.
Geo. H. Derrington

W. F. Pinner being duly sworn deponent saith as follows:

- 1 Please state under what circumstances Henry L. Tynes conferred a judgment in favor of Pinner & Derrington for \$9574⁵⁰/₁₀₀ in the clerk's office of the circuit court of Newbern county on the 21st day of April 1888.

Ans. He did it with this understanding that if he brought to Pinner & Derrington on the following Monday or Tuesday or within ten days his negotiable notes at \$30. 60 & 80 days endorsed by Mr R. H. Tynes and S. G. Webb and should give us a guarantee of meeting ~~of meeting~~ his two acceptances of \$2750 when due which would balance the amount of judgment. We would make the judgment satisfied, but distinctly told him that I would not have S. G. Webb alone, he was perfectly good for the debt, but he & myself were not on very friendly terms & that he might cause me to have to bring suit & then I said I was tired of paying lawyers fees. Mr Tynes has never offered me the notes endorsed by S. G. Webb & Mr R. H. Tynes

The Judgment was entered on the 21st of April which was on Saturday, during the following week ^{Mr. Tynes} he came to Mr. Briggs office in which I was sitting & said come on Briggs & make the Judgment satisfied I've got the notes. Briggs remarked there is no need of my going, here is Mr. Pennie he can go for himself - he is the proper man. Mr. Tynes & myself walked down the street about half way to Clerk's office & I asked him to show me the notes. He said I've got them in my pocket - I said Mr. Tynes is Mr. Tynes on these notes. He said no I could not get Mr. Tynes, I said who have you got. He said Mr. S. G. Webb, I said that Mr. Tynes, there is no need of going any further as I told you I would not take Mr. Webb alone. If you will bring Mr. Webb & Mr. Tynes together I will do what I promised & nothing more. I told Mr. Tynes that he remembered distinctly that our understanding was that we were to enter the Judgment up, place the execution in the Sheriff's hands in order to bind the store of goods, but would not make the levy provided he would give ^{no} other paper or remove any of the goods. Mr. Tynes did remove three or four hundred dollars worth of clothing from the store & that is why we made the levy, our promise was made upon his promise & after he removed the goods, I went to him & told him

That unless he did give the notes during that day
that I showed them the levy in the afternoon. I was
going to give the notes & I intended the Sheriff to
make the levy.

1055 - Examined:

1. Q. Did you ever have the notes endorsed
by S. G. Webb in your hands?

A. Never in my life.

2. Q. Did you ever see them?

A. Never.

3. Q. Are you sure that you did not
show them to W. H. Jones Jr, Cashier
of the Farmers Bank of Staunton,
on Monday 23. April 1888?

A. I am certain I did not, sir.

4. Q. Have you at any time since the
21. day of April 1888, had in
your hands or seen, any notes

handed you by Henry L. Tynes,
drawn by him and endorsed
by S. L. Webb?

A. I have not, sir. —

5. Q. You say in ~~of~~ the course of your
examination in chief, that Mr.
Tynes removed from the store
\$300. to \$400. worth of clothing.
Was that clothing in the store
at the time the judgment was
confessed?

A. Mr. Tynes said it was. —

6. Q. When and where?

A. He said it here in Suffolk. the
day after he removed them —
and when ~~he~~ I asked him why
he removed them. He said
they had just been opened and
he did not it was right to
take one man's goods to pay
another. — And I remarked
to him that he had broken
his promise and that I should

make the levy.

7. Q. Then had you not threatened to make the levy before these goods were re-shipped? -

A. I had not.

8. Q. And the levy would not have been made but for their re-shipment?

A. Not until the ten days was out - what we promised him.

Further this deponent saith not.
W. H. Pinner

State of Virginia

County of Hanseman Court.

I Meritt Briggs a Notary Public for the County aforesaid, in the said State, do hereby certify that the foregoing depositions were duly taken, sworn to and subscribed before me at the times and places mentioned therein.

Given under my hand this 6 Day of June 1888.

Meritt Briggs

J. P.

The deposition of Henry L. Tynes
taken before Merritt Briggs, a
Notary Public for the County of Han-
semond, in the State of Virginia,
at the office of Rob. R. Prentiss,
in Suffolk Va. on Wednesday
the 20 day of June 1888 to be
read as evidence in behalf of
the complainant in the chancery
cause of R. Sydney Godwin Com-
plainant against Pierson &
Derring & defendants now
pending in the Circuit Court
of Hansemond County.

Taken by mutual consent notice being served

Present:

Merritt Briggs Esq. for Defendants
Rob. R. Prentiss for Plaintiff

The witness Henry L. Tynes, being
first duly sworn, in answer to
questions deposes and says:

1. Q State your age residence, and are
you the Henry L. Tynes mentioned
in the bill in this cause?

A I am 40 years old, - live at Chuck-
atuck Va., and am the Henry L.
Tynes mentioned in the bill.

2. Q State the circumstances under which

the judgment for \$957.⁴⁵ in favor of
Pinner & Derrington was confessed?

A.

I was called into Mr. Briggs' office
to see Mr. Derrington. He asked
me for a settlement of his
account. I told him that I
had not seen a statement,
and would like to go home
to ascertain if the number
of bags of peas shipped
was correct. He handed me
a statement, the first I
had seen for six months and
said "that was correct." And
wanted a settlement. I told
him that it was impossible
to settle then, as I had neither
friends nor money that day.
He handed Mr. Briggs a
paper to which was attached
a confessed judgment, signed
by me a year ago, and unless
I settled in some way, he
would instruct him to acknowledge
judgment. Mr. Briggs proposed
my signing a new note with
the understanding that the
Clerk should hold it until
I could make other arrange-
ments. I agreed to give
them personal security. They

asked me who I could give.
I told them J. G. Webb. They
said it was perfectly satis-
factory, and also, in the
event that the amount was
more than J. G. Webb would
assume, I might make it in
three notes, and they would
take any good man on them
either Dr. Butts or Dr. Tynes,
with this understanding and
then promise that the judgment
should not go to record
until Monday or Tuesday
following I signed the
bond.

2. Q.

For what amount of paper en-
dorsed by J. G. Webb or ^{any} ~~some~~
other good man, were you
to furnish on the Monday or
Tuesday following?

A.

Six hundred and eighty-two
dollars.

3. Q.

And what was to be the conse-
quence if you did furnish \$682
of such paper?

A.

They were to immediately mark
the judgment satisfied.

4 Q

Did you agree that the confession was to be entered up by the Clerk immediately and the execution go into the Sheriff's hands?

a. No Sir. -

Excepted to as immaterial. -

~~What dep~~

5 Q

Did you tender to Primer Derrig the negotiable paper with a good endorser in accordance with your agreement; if so state all the attending circumstances?

a.

I did. - I went to Mr. Briggs' office on the morning of the 23rd of April and told them that I had the notes agreed upon, and asked Mr. Briggs to go with me to the Clerk's Office and mark the judgment satisfied. He said "here is Mr. Primer, 'he will go'" - Mr. Primer and I left Mr. Briggs' office as I thought for that purpose. We were nearly opposite the Farmers Bank. Mr. Primer asked to see the notes I gave

5

them to him. He said the endorser S. G. Webb was good enough, but that they had just commenced to speak and he was afraid that he would have trouble with Webb. I told him that it was a matter of security that he was after. He said, "If the Farmers Bank will discount the paper, he would take it." He then took the notes and went into the Farmers Bank, I remaining outside. - He came out and said Mr. Jones, the Cashier, would not discount them, but that he would shave them. - I then took the notes and returned them to Mr. Webb.

6. Q. ~~What~~ Describe the notes you have just been speaking of?

Ans. There were three negotiable notes, payable at The Farmers Bank of Havermond at 30, 60 + 90 days, each for \$228. I think. - Amounting to \$684. - all of which were endorsed by S. G. Webb. -

7. Q. Do you consider S. G. Webb good

security for \$684 - If so, state why?

A. I do. - I know of real estate and mortgages, stocks to amount to \$12000. -

8. Q. Is his property encumbered?

A. I can't answer positively I don't know. -

9. Q. Did you ever hear that it was?

A. Never. -

10. Q. Did you ever agree with Pinner & Derrington to give them your notes for \$682. - endorsed by both Dr. Sykes and S. G. Webb?

A. Never in my life. -

11. Q. Did Mr. M. T. Pinner in his parlor before the judgment was confessed or at any other place, before the judgment was confessed, ^{tell you} that the judgment would not be marked satisfied unless you gave notes endorsed by both S. G. Webb and Dr. R. H. Sykes?

A. No he did not. -

12. Q. Did either Mr. Primer, Mr. Derring or their counsel, object to Mr. Webb as security until the Monday after the power of attorney to confess judgment was executed?

A. No. Sir. -

13. Q. Was it the understanding that the execution was to be placed in the Sheriff's hands on the Saturday 21. April when the power of attorney was executed?

Excepted to as irrelevant.

A. There was no such understanding. On the contrary they promised me positively that if I would sign that confessed-judgment bond, they would see to it that the Clerk of the Court held those papers - the confessed judgment bond - until Monday or Tuesday following.

Excepted to as irrelevant -

14. Q. Do you remember what day it was that you reshipped the new goods which had just been received back to the party who had shipped them to

you?

A. I think it was Monday.

Cross-examined:

1. Q. Did you not know at the time you re-shipped the goods alluded to, that there was a judgment for \$957.⁴⁵ recorded against you in the Clerk's Office of Pensacola Co., and that Execution on same had been issued and was in the hands of the Sheriff?

A. I did.

2. Q. Were you not present on April 21, 1888, when the Clerk of the Court entered up said judgment in favor of Primer & Herring?

A. I was.

3. Q. Did you make any objection thereto?

A. I did emphatically --

4. Q. To whom did you make such objection?

a. To Mr. Briggs, Mr. Pinner and Mr. Derrin.

5. Q. Where and when?

a. When the papers were left with the Clerk according to our first understanding and agreement, Mr. Briggs and Pinner & Derrin came up town, and soon returned, and found me at the Clerk's Office - One of them said they were not satisfied and wanted the judgment recorded. - I told them if you are determined to do this thing, contrary to your promise, you must do it, I am helpless to do anything.

6. Q. Did you make any objection in the presence of the Clerk when he was recording this judgment?

a. I think not.

7. Q. Witness is here handed a paper marked No 1 and asked to examine same & state whether or not it is a true copy

of the bond & power of attorney to save
Pinner's name on April 21st or 22nd.

Ans. I presume it is, I don't know.

8 Q. Have you any reason to believe it is not
a true copy.

Ans. No.

9 Q. I understood you to say in your examination
in chief that you had given Pinner's name
about a year ago a paper containing
a power of attorney to confer a judgment
in their favor. Is this true -

yes.

10 Q. For what amount?

Ans. I don't remember. It did not represent
my indebtedness at the time - It was to
cover any advances that they might make
during the year -

11 Q. you have said that you offered M. F. Pinner
on Monday the 23rd day of April 3 notes
enclosed by S. G. Webb. Have you ever
tendered them since to Mr. Pinner
or to any one else.

Ans. No - I returned them to S. G. Webb.
Further this deponent saith not.

A. L. J. y m e o

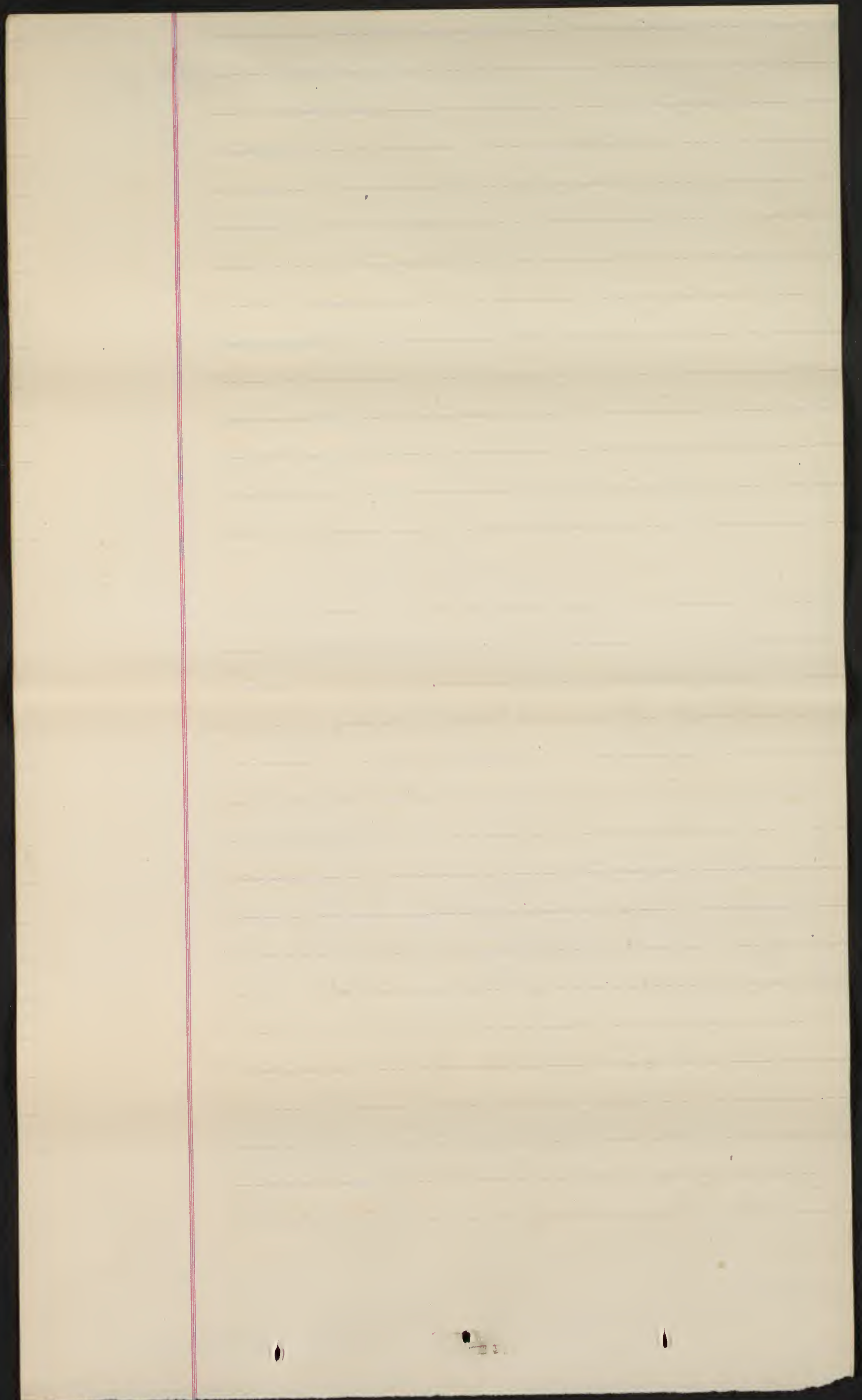
State of Virginia
County of Nansemond Townsh.

D. Minnie Briggs

a Notary Public for the County aforesaid
in the said State, do hereby Certify
that the foregoing deposition was duly
taken, sworn to and subscribed before me
at the time and place mentioned therein.

Given under my hand this 20th day of June 1888

Minnie Briggs
Notary Public



The deposition of W. H. Jones taken before
Minnie Briggs a Notary Public for the county
of Nansemond, in the State of Virginia at the
Office of Rob. R. Prentiss Esq. in Suffolk Va.
on the 20 day of June 1888 to be read as
evidence in behalf the defendants in the
Chancery Cause of R. Sydney Godwin Comptroller
Bank against Pennie & Sonning H. Defts..
Now pending in the Circuit Court of
Nansemond County -

Taken by mutual consent notice being waived

Present Rob. R. Prentiss Esq. My. for Plff.
.. Minnie Briggs for Defts.

W. H. Jones being duly sworn, deposes and
says as follows:

What is your age, residence, occupation?
/ & do you know the parties to this Deed?

Ans. 27 yrs. old. Suffolk Va. Carter of the
Farmers Bank & I know the parties to this
Deed.

2. Did Mr. M. F. Penner show you any negotiable notes drawn by H. L. Tynes and endorsed by S. G. Webb on Monday April 23^d 1888.

Ans. I don't know the date. No Mr. Penner did not show me any such notes.

3 Did Mr. M. F. Penner come into the Bank on April 23^d 1888 and make any enquiry of you as to whether the Bank would discount a note drawn by Henry L. Tynes and endorsed by S. G. Webb.

Ans. He did - whether he it for me on the bank I do not know.

4 Did Mr. Penner have the note with him on this occasion?

Ans. If he did I did not see it.

Have you not reason to believe that he did not?

Yes, I suppose there reason to so believe from the remark he made to me.

Cross: Examined:

1. Q. What has impressed this circumstance upon your mind?

A. Mr. Piener asked me how much we would give him for the notes without recourse. - I asked him the amount of the notes, he answered that he did not know exactly. - Then I told him that I could not make him any offer unless I knew the amount of them. - That is about the sense of it. - I don't recollect what else occurred - It was a random conversation. -

2. Q. Are you sure that this occurred on the 23. April 1888?

A. I am not. -

3. Q. Did Mr. J. G. Webb ever show you notes of H. L. Tynes endorsed by himself, and did you not remark that you had seen them before?

A. I have a faint recollection of Mr. Webb's showing me those notes - I don't recollect telling him I had seen them before. -

4 Q. What is Mr. Samuel G. Webb's personal and financial reputation in this community?

A. We regard him as fair. -

5 Q. Is he not regarded as solvent and honest?

A. He is by us Sir. -

6 Q. Has he not the reputation of owning a valuable farm unencumbered, as well as other property?

A. I think he has. -

Re-examined:

1 Q. At the time above alluded to, would you or your Bank have discounted a note for \$684. made by H. L. Tyner and endorsed S. G. Webb?

A. I think not. -

~~Further this deponent saith not. -~~

~~2 Q~~ Re-cross-examined.

1. Q.

Is ^{your} opinion of yours
Has this, because of doubt as to
Mr Webb's character or sobriety
or for other reasons?

A.

Our rule is to require two
good names to a paper.
Question and answer excepted to.

Further this deponent saith not

W. H. Jones Jr

State of Virginia

County of Nanseamaukunt.

I Minnie Briggs

a Notary Public for the County aforesaid
in the said State, do hereby certify that the
foregoing deposition was duly taken, sworn to
and subscribed before me at the time and
place mentioned therein.

Given under my hand this 20 day of June 1888

Minnie Briggs

Notary Public

Notary's Fee.

Due Minnie Briggs

\$ 10 —

Notary Fee \$10.

Dea Minnie Briggs

Notary Public

R. Sydney Goddard Trustee under a deed of
trust from Henry L. Tynes

Against

M. F. Peimer and G. H. Dering Merchants
and partners trading as Peimer & Dering
and William H. Howell Sheriff of Harmer and
County

Pursuant to a motion
of the Defendants, made on the 22nd day of
Dec^r 1888 before the Hon. Judge of this Court
after legal notice of said motion had been
duly served upon the Plaintiff, this cause came
on to be heard on the Plaintiff's bill and the
exhibits therewith filed, on the joint and
separate answers of M. F. Peimer and G. H. Dering
and the separate answer of William H. Howell
Sheriff of Harmer and County, filed by leave of
Court, with general replications thereto, on
the deposition of witnesses and was argued by
counsel. On consideration whereof the Court
doth order adjudge and decree that the injunction
awarded the Plaintiff on the 8th day of May
1888 to enjoin prohibit and restrain, Peimer
& Dering, William H. Howell, their agents
attorneys and all other persons from selling the
stock of merchandise in the store recently
occupied by Henry L. Tynes in Brunswick

Lawrence county Virginia under the
execution in favor of Prime ordering against
said Henry L. Tynes for \$9517 $\frac{45}{100}$ and from
proceeding to enforce the judgment upon which
the said execution is based by any other
ways or means whatsoever until the further
order of the Circuit Court of Lawrence county,
be dissolved: That the bill of the Plaintiff
be dismissed and that the Plaintiff do pay
unto the Defendants their costs by them about
this suit in their behalf expended

R. Sydney Godwin
Trustee

vs. } Deceit
Prison & Drunkenness

To be entered
C. Motion
Judge &c

July 19th 1888

Entered - City of London
13. M. 4th 2. page 207.

R. Sydney Godwin Trustee under a deed
of trust from Henry L. Tynes

against

M. F. Pinner and G. H. Dering Merchants
and partners trading as Pinner & Dering
and William H. Howell Sheriff of Hanscom
County

The Separate Answer of William
H. Howell Sheriff of Hanscom County
one of the Defendants to a bill of Complaint
filed against him and M. F. Pinner and G. H.
Dering Merchants and partners trading as
Pinner & Dering in the Circuit Court of
the County of Hanscom by R. Sydney
Godwin Trustee under a deed of trust from
Henry L. Tynes. This respondent answering
to himself the benefit of all just exceptions
to the said bill, for Answer thereto, or to so
much thereof as he is advised that it is
material to shew answer, answers and
says, that it is true that Henry L. Tynes did
convey unto R. Sydney Godwin Trustee on the 26
Day of April 1888 his stock of general
merchandise and certain other personal property
to secure certain debts due by him to the
said creditor named in the deed of trust
which is filed as an exhibit with Complainant's

bill. It is also true that the stock of
General Merchandise conveyed by said deed
was at the time the said deed was made
and is now in the possession of your respondent
who is sheriff of Hantswood county
by virtue of a levy made by your respondent as
sheriff of said county under an execution
of Tini Facias in favor of M. F. Penner and
H. H. Penning Merchants and partners
trading as Penner & Penning against
said Henry L. Tynes for \$957 $\frac{45}{100}$
with interest on same from the 21st day
of April 1888 till paid and \$6 $\frac{85}{100}$ costs.
And that your respondent as sheriff aforesaid
was about to seize said stock of general
merchandise under the said execution according
to law when he was restrained from so doing
by an injunction awarded the complainants
in this case. It is also true that the said
judgment and execution were obtained on the
21st day of April 1888. And this respondent
denies all fraud, unlawful combinations and
conspiracy and having fully answered the comp-
laintants bill, prays to be hence dismissed with his
reasonable costs by him in this behalf expended
or he will ever pray &c.

Meritt Briggs P.P.

William A. Howell
Sheriff Of Hantswood
County
Va

State of Virginia

County of Rancuneau Court:

This day
Personally before me Minnie Briggs a
Notary Public for the County and State
of said William H. Howell Sheriff
of Rancuneau County whose Answer is
above written, and made oath that the
statements contained in the said Answer,
so far as made of his own knowledge
and belief, and so far as made from
knowledge, or information derived from
others, they are believed to be true
Given under my hand this 19th day of
May 1888

Minnie Briggs

N. P.

Answer of William H.
Howell. Sheriff of
Harrison County.

R. Sydney Godwin Trustee under a deed
of trust from Henry L. Tynes

Against

M. F. Penner and L. H. Dering Merchants
and partners trading as Penner & Dering
and William H. Howell Sheriff of
Hanseman County

The joint and
separate answers of M. F. Penner and
L. H. Dering Merchants and partners
trading as Penner & Dering the Defendants
to a bill of complaint filed against
them and William H. Howell Sheriff of
Hanseman County, in the Circuit Court
of the County of Hanseman by R. Sydney
Godwin Trustee under a deed of trust
from Henry L. Tynes - Their respondents
reserving to themselves the benefit of all
just exceptions to the said bill, for
answer thereto or to so much as they
are advised that it is material they should
answer, answer and say that, It is
true that Henry L. Tynes did convey unto
the said R. Sydney Godwin Trustee on the
26th Day of April 1888, his stock of
general Merchandise and certain other
personal property to secure certain

debts due by him to the several creditors named in the deed of trust which is filed as an exhibit with Complainant's bill. It is also true that the stock of general Merchandise conveyed by said deed, was at the time the said deed was made and is now in the possession of William H. Howell Sheriff of Hanseland County by virtue of a levy made by said William H. Howell Sheriff as aforesaid under an execution of Fieri facias in favor of M. F. Penner & G. H. Denning Merchants and partners trading as Penner & Denning against said Henry L. Tyner for \$957 $\frac{45}{100}$ with interest on same from the 21st day of April 1888 until paid and \$6 $\frac{85}{100}$ costs, and that the said William H. Howell Sheriff as aforesaid was about to sell said stock of general Merchandise under the said execution according to law when he was restrained from so doing by an injunction awarded the Complainant in this cause. It is also true that the said Judgment and execution (under which William H. Howell Sheriff of Hanseland County had levied on said stock of general Merchandise and taken possession of same)

1

even obtained on the 21st day of April 1888. But these respondents deny that the said Judgment upon which the said *fiu facias* is based was obtained by any fraud or deceit and that the said Judgment and execution are null and void. And your respondents emphatically deny that the said Henry L. Tynes conferred the said Judgment "with the express understanding and agreement, that if the said Henry L. Tynes should on Monday the 23rd day of April 1888 deliver to the said Pinner & Denning his three negotiable notes endorsed by one Samuel G. Webb aggregating \$682 and payable in thirty ~~Sixty~~ ^{Sixty} and thirty days that the said, ~~confere~~ Judgment should be marked satisfied," your respondents admit that they told the said Henry L. Tynes on the 21st day of April 1888 at the time the said Judgment was conferred that they would mark the said Judgment satisfied on the following Monday, the 23rd day of April 1888, if the said Tynes would give them his negotiable notes endorsed by Samuel G. Webb and Mr R. H. Tynes for \$682 $\frac{45}{100}$

and would guarantee to them that he would
meet certain drafts already accepted
by him amounting to \$275 - when
they fall due, but at this time they
distinctly told him that they would not
accept the notes unless they were endorsed
by both Samuel G. Webb and W. R. H. Pynes
and this promise and agreement they have
at all times been ready to fulfill and
carry out - And your Respondent W. F.
Pinner denies positively that the said
Henry L. Pynes delivered to him on
Monday the 23rd day of April 1888 or at
any other time his three negotiable notes
endorsed by Samuel G. Webb, payable in
thirty - sixty and ninety days, each for the
sum of \$228 - and aggregating the sum
of \$684 - And these Respondents deny all
fraud, unlawful combination and conspiracy
and having fully answered the complainant's
bill pray that the injunction granted in this
cause may be dissolved - the bill dismissed
and your Respondents allowed their reasonable
costs by them in this behalf expended and
they will ever pray &c -

W. F. Pinner
(J. H. Dorring)

Miner Briggs.
P. D.

State of Virginia
County of Hanover and West.

This day
personally appeared before the Justice Briggs
a Notary Public for the County and State
aforesaid M. F. Pinner whose answer
is above written, and made oath that
the statements contained in the said
answer, so far as made of his own
knowledge are true, and so far as made
from knowledge, or information derived
from others, they are believed to be
true

Given under my hand this 19th day of
May 1888.

Justice Briggs
U. P.

State of Virginia
City of Norfolk Terr.

This day personally
appeared before me J. R. McLand
a Notary Public for the city and state
appeared G. H. Aversing whose answer
is above written and made oath that
the statements contained in the said
answer so far as made of his own
knowledge are true, and so far as made
from knowledge or information derived
from others, they are believed to be true
Given under my hand this 18th day
of May 1888 -

J. R. McLand
Notary Public

Answers of M. F.
Pomeroy to G. H. Downing
—

This Deed made this 26th day
of April A.D. 1888 between Henry
L. Tynes of the first part, and
R. Sydney Godwin, chosen as Trustee
for the purposes of this deed, of the
second part, witnesseth:

That in consideration of one dollar
in hand paid, the receipt whereof
is hereby acknowledged, the said
Henry L. Tynes does hereby grant,
bargain, sell and convey unto the
said R. Sydney Godwin, Trustee,
all of the stock of goods, wares
and merchandise in the store house
at Chuckatuck in Nausemond County,
occupied by the said Tynes; and
all notes, bonds, evidences of debt, and
open accounts due to the said
Tynes, and also all of the personal
property of every kind and description
owned by the said Tynes (except such
as is exempt from levy or sale by virtue
of the poor debtor's exemption law),
In trust nevertheless, to secure
to the following named creditors
of the said Tynes the several
sums set opposite their respective
names: Samuel Webb \$225.-
R. P. Voight & Co. \$271.
Waller Brothers 27.
R. P. Waller & Co. 117.69
E. Vance 238.15

Howard & Males	\$12.
Ellison & Warren	175.
John H. Gresham	42.
Garcin, Moseley & Behmer	60.
Adams & Buck	85.75-
W. J. Dixon, Trustee	106.
R. J. Dawson	112.
Goldborough Meyer Pitt	141.
Stevenson & Singluff	166.
Parks Guano Co.	60.
O. F. Day, Son & Co.	55.
J. T. Harris & Co.	57.
Drummond	30.
Groeninger & Co	100.
J. Guise	125.
Rouse, Kempstone & Co.	191.75
Samuel G. Webb	875.
Addsford Brothers	70.

It shall be the duty of the said Trustee to take possession of the property hereby conveyed and to make sales of the same, in his discretion, either publicly or privately, as may be deemed best for the interests of the above named creditors and he may continue the mercantile business for ~~one~~ ^{three} (3) months from the date when he takes possession of the said stock of merchandise, and may employ such clerks, agents and servants as may be necessary to effect

the purposes of this deed.

Out of the proceeds of such sales,
the said Trustee shall pay,

First; The expense of executing this
trust, including the fees for drawing
and recording this deed, all necessary
attorney's fees and a commission ^{to the Trustee,} of
five per cent on the gross amount
received by him.

Secondly: The debt of \$225. first above
named due to Samuel G. Webb for rent
shall be paid in full, - and

Thirdly: All of the other debts above
named shall be paid pro rata, share
and share alike, to the extent of the
funds in the Trustee's hands.

Witness the following signature and seal.

Henry L. Tyner (seal)

State of Virginia,

County of Nansemond to wit:

I Robert P. Prentiss a Com-
missioner in Chancery of the Circuit
Court of Nansemond County do certify
that Henry L. Tyner, whose name is
signed to the writing above bearing date
the 26th. day of April 1888. Given under
my hand this 26th. day of April 1888.

Rob. P. Prentiss,
Commissioner in Chancery.

Henry L. Jones
Dad of
So Trust

R. Sydney Godwin
Trustee.

May 9th at 9.20 A.M.
Presented in the Clerk's Office with
the Certificate annexed & ~~the~~

Exhibit No. 1.

with Bill of
R. Sydney Godwin, Trustee

Dimmer & Derrig v.

Recorded L.P. No. 70
10-22-77

Tax & Recd. Fee paid \$2.20
Alk

In the Clerk's Office of Nassau and County
Court, on the 8th day of May at 9.20 O'clock A.M.
This Deed was presented with the certificate annexed
and admitted to record

Teste

Charles H. Causey J. C. C.

1

R. Sydney Godwin, Trustee under
a deed of trust from Henry L.
Tyner.

against
M. J. Pinner and G. H. Derring
merchants and partners trading
as Pinner & Derring, and William
H. Howell, Sheriff of Hantsmond
County.

To the Honorable Chandler W.
Hill, Judge of the Circuit
Court of Hantsmond County.

Humbly complaining, your orator
R. Sydney Godwin, Trustee under
a deed of trust from Henry
L. Tyner, respectfully represents
to the Court, that on the 26th
day of April 1888, Henry L.
Tyner conveyed his stock of
general merchandise and certain
other personal property to your
orator, to secure certain debts
due by him to the several
creditors in the said deed
named. - ~~to say~~ The said deed
is herewith filed marked
Exhibit No. 1. and your orator
prays that it may be read
as a part of this bill. -
That the stock of general mer

chandise conveyed by the said
 deed of trust is now in the
 possession of William S. Howell,
 Sheriff of Hansemond County,
 who has levied on the same
 under an execution of fieri facias
 in favor of M. J. Pinner and
 G. H. Derring merchants and
 partners trading as Pinner
 & Derring, ^{against Henry L. Tyner} for \$957. $\frac{45}{100}$ with
 interest from 21. April 1888,
 until paid, and \$6.85 costs, and
 your orator is informed that
 the said Sheriff is about to
 sell the said stock of merchandise
 under the said execution. -

Your orator is informed and
 believes, and therefore charges
 that the judgment upon which
 the said fieri facias is based,
 was obtained by the deceit and
 fraud of the said Pinner and
 Derring and that said judgment
 and execution are therefore null
 and void. - That the said judg-
 ment and execution were obtained
 under the following circumstances.
 On the 21. day of April 1888 the
 said Henry L. Tyner confessed
 the said judgment, with the
 express understanding and agree-
 ment, that if he the said Tyner

should on Monday the 23rd. day
 of April 1888 ~~should~~ deliver to the
 said Primer & Derring his ^{three} negotiable
 notes, endorsed by one Samuel
 G. Webb, ^{aggregating \$682.-} and payable in thirty,
 sixty and ninety days, that
 the said confessed judgment
 should be immediately marked
 satisfied. - Accordingly, and in
 strict fulfillment of the said con-
 tract the said Tynes did on
 Monday the 23rd. day of April
 1888 deliver to the said M. J.
 Primer ~~the~~ ^{this} three negotiable notes
 of endorsed by Samuel G. Webb, pay-
 able in thirty, sixty and ninety
 days, each for the sum of \$228.-
 and aggregating the sum of \$684.-
 But the said Primer & Derring not
 regarding their said promise and
 undertaking have failed to mark
 the said judgment satisfied, and
 in ~~of~~ utter disregard of your
 orators rights are now seeking
 to enforce the said judgment by
 a sale of the said merchandise.-
 Forasmuch therefore as your orator
 is without remedy save in a
 Court of equity, where such matters
 are properly cognizable and ~~relievable~~
 he prays that the said M. J. Primer
 and G. H. Derring merchants and

partners trading as Pinna Dorring,
 and William A. Nowell Sheriff of
 Nausemond County, may be made
 parties defendant to this bill
 and required to answer the same
 (but answers under oath are
 hereby waived); that the said
 defendants, their agents, attorneys
 and all others may be forever
 prohibited, restrained and enjoined
 from proceeding to enforce the
 said judgment, by ~~losing the said~~
~~specie~~ selling the stock of mer-
 chandise now levied on, or by
 any other ways or means what-
 soever; that the said judgment,
 may be annulled, avoided and
 marked satisfied; and for such
 other further and general
 relief as the nature of the
 case may require or the
 equity shall seem meet.
 And your orator will
 ever pray &c.
 Let a summons go &c.

Robt. Prentiss

P. V.

R. Sydney Godwin
Trustee.

State of Virginia,
County of Hansemond, to wit:

I Rob. R. Prentiss, a Commissioner
in Chancery of the Circuit Court
for the County of Hansemond in
the State of Virginia do certify
that Henry L. Tynes, this day
personally appeared before me
in the County aforesaid and
made oath that the statements
contained in the bill in Chancery
hereto annexed are true. -

Given under my hand this
26th. day of April 1888. -

Rob. R. Prentiss,
Commissioner in Chancery. -

R. Sydney Godwin, Trustee under a
deed from Henry L. Tynes. -

v.
W. F. Pinner and G. H. Dorrington merchants
and partners trading as Pinner
& Dorrington, and William H. Howell
Sheriff of Hansemond County. -

On the motion of the com-
plainant an injunction is awarded
to prohibit and restrain Pinner & Dorrington,
William H. Howell, their agents, attorneys
and all other persons from selling
the stock of merchandise in the store
recently occupied by Henry L. Tynes, in
Chuckatuck, Hansemond County, Virginia,
under the execution in favor of Pinner and
Dorrington against said Tynes for \$957.45,
and from proceeding to enforce the
judgment upon which the said execution
is based by any other ways or means
whatsoever, until the further order
of the Circuit Court of Hansemond
County. - But before the complainant
shall have the benefit of this order, he
or some one for him must execute
before the Clerk of the Circuit Court of
Hansemond County a proper injunction
bond with good security in the penalty of
\$2500.00 conditioned and payable according to law.

To the Clerk of the
Circuit Court of Hansemond County.

L. Tucker Brooke
Judge Corporation Court
of the City of Norfolk Va

Prentiss. p. 7

R. Sydney Godwin
Trustee

v. Bill &
Exhibit

Pinner & Dorring
&c.

Mansfield Cer. Co.

114
 300
 12
 53

Chancery Papers

R. Sydney Godwin

against

Pinney & Soning & Co

Proctor. B. 9

Remission of Debt
 1844 22nd Decr, R
 12th Oct 1844
 Proctor. B. 9

F. S. HASBROUCK & CO., 66 & 68 DUANE ST., NEW YORK, SOLE MANUFACTURERS.
 No. 3 LEGAL PAPER

23 May 1844
 1844