

1893-011  
Nansemond Co. (Suffolk)

Chancery Causes: Angeline Matthias et al vs Asa B. Warrington et al

Smith, Morgan, Goodman

Folder 1 of 2

\$400

On demand with interest from date I promised to pay H. 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 1<sup>st</sup> day of January 1886.

Witness

(Seal)

\$540.

One year from date with interest from date I promised to pay Wm H. Mathias the full sum of five hundred <sup>and</sup> forty (\$540) 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 1<sup>st</sup> day of January 1886.

Witness

(Seal)



This Deed, made the 1<sup>st</sup> day of January  
1886 between Asa B Harrington and wife Nettie M.  
Harrington of the county of Hansemond  
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. Harrington  
and wife Nettie M. Harrington 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 Hansemond  
State of Virginia near Tometon, and  
estimated to contain One Hundred and  
Sixty acres more or less and bounded by the  
lands of Burrall R. Smith, James R. King  
Tom Drake and others it being the land  
sold the 26<sup>th</sup> day of Nov. <sup>1885</sup> by George T.  
Smith to the said Asa B. Harrington, together  
with all and singular appurtenances belong-  
ing to the same ~~and the following chattel~~  
~~estate to wit: One Bay Mare and colt~~  
~~3 head of cattle one buggy cart and wheel~~  
~~and all his household and kitchen furniture~~  
~~of every description.~~  
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 authorized  
and empowered to sell the above described  
property real ~~and personal~~ for cash by public  
auction after due advertisement of the time  
place and terms of sale according to law, if  
default be made in the payment of either  
one of said Bonds and out of the proceeds  
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<sup>and</sup> seals

(seal)

(seal)

The items of personal property were erased  
before signing this Deed.



Exhibit (8)

Deed of Trust.

Bonds No 1 & 2

The depositions of H. A. Morgan, W. H. Matthias and others taken before me this 6<sup>th</sup> day of April 1887, pursuant <sup>to</sup> notice hereto annexed, to be read in evidence in behalf of W. H. Matthias and wife, in a certain Suit in Chancery, depending in the Circuit Court of Harseman and County, in which Asa B. Warrington is Plaintiff and W. H. Matthias and wife & others are Defendants.

Present Geo H. Wright for Defendants.

R. H. Hunt for Plaintiff.

Dr H. A. Morgan, being first duly sworn deposes and says as follows:

Q 1 What is your name, age, occupation, where do you reside and do you know the parties to this Suit?

A. Henry A. Morgan, age 58, am a Physician and farmer, reside in Gates Co. N. C. and I know the parties to this suit.

Q 2 State what you know of the agreement between <sup>Asa B. Warrington</sup> (the Plaintiff) and Mrs Matthias for the loan of money with which to purchase a farm from Geo J. Smith?

A About September 1885, or in the Fall of 1885 Mr Warrington & W. H. Matthias came to my house, and Mr Matthias asked me if I could let his wife have a little money



to make up the account ~~she~~ <sup>she had</sup> promised  
to ~~let~~ pay for a farm. Mr Warrington said  
he did not know what the farm would cost,  
it might be \$800.<sup>00</sup>, \$900.<sup>00</sup> or \$1000.<sup>00</sup>, but for  
the cash he thought he could get it for less  
than \$1000.<sup>00</sup>. Mr Matthias asked if I would  
let his wife have a bill to make up ~~this~~  
account she would let Mr Warrington have.  
I told him I had some money belonging  
to the children of Mrs Matthias which I  
would let go in with hers, as she or her  
husband would probably become guar-  
dian & I would have to settle with them  
sooner or later, that the \$400.<sup>00</sup> might  
go in provided they would make that  
account payable first in the event of  
a sale of land, to collect the purchase  
money which Mrs Matthias would lend  
him; that is they would take a mortgage  
& make the money of her children payable  
first. That ended the interview in the Fall.

On the 1<sup>st</sup> of January 1886, <sup>we</sup> ~~they~~ all met at  
Mrs Matthias's house (Mr Smith being there)  
Mr Smith said he could not give a Deed for the land  
until all the money was paid. I objected to  
going any further, but after consultation  
we agreed to pay the purchase money in cash,  
provided Mr Warrington would execute, a

mortgage to secure it, that day. He said his wife was at his home or her mother's, I forget which, that he could not fix it that day, but would fix it the first of the next week or in a few days. ~~As~~ I objected to paying the purchase money then, but after consulting with Mrs Matthias we agreed to let Mr Smith have the money provided Mr Smith would give me the Deed, to hold until the notes and mortgage were Executed, and that if the notes and mortgages were not Executed, Mr Smith was to make a Deed to Mrs Matthias for the land. That day, I wrote a mortgage & the notes and sent to Mr Warrington and wife to sign. In writing the first mortgage and notes, one note of \$400<sup>00</sup> which I promised to let Mrs Matthias have to make up the amount I made payable to myself, the other notes I think were made payable to Mrs Matthias. I gave them to her & told her to send them to Mr Warrington for Execution; he promised to come to her house on a certain day and fix them up. ~~He did not come then & Mrs Matthias sent him a message~~ He did not come as promised. He came in a few days and said if there was a little alteration made in the notes, and some articles of Chattel property which I had included in the first mortgage,



Dec 6.  
Six 4 years

as they were already under mortgage, were shown out, he would go home and take his wife and have them signed up and bring them to me in a few days. I wrote them the mortgage and notes, now shown me, & reached M & W (filed with this answer) We agreed, after the first mortgage was objected to, upon the terms & conditions of the mortgage & notes written second (and filed) as above. He told me if Mrs Matthias would give him Six Years to pay the purchase money, he and his wife would sign them and send or bring them to me. I delivered the papers to Mr Matthias who was to carry them to him. In the meantime Mr Harrington sent me a note stating that he could or would not sign the papers. I hereby identify a paper marked "A" as the note, (and filed with my answer) It was ~~sent to me~~ sent to Mr Matthias, and according to my recollection, he brought it to me.

Q 3 Do you know who has been in possession of the land in question since Jan 1<sup>st</sup> 1886.

Ans. Mr Harrington, I suppose.

Q 4 Did you advance, as <sup>Executor</sup> guardian, any portion of the purchase money?

( Excepted to as leading )

Ans Yes Sir;

Q 5 Has the sum so advanced been repaid to you?

Ans No Sir.

Q 6 Whose obligation do you hold and to whom do you look for its payment.

Ans I look to Mrs Matthias ~~and had her note for it~~ as she assumed the payment of it, but I do not hold any note for it.

Cross Examined -

Q 1 You allude to a Deed made by Mr Smith, and left either with you or Mrs Matthias; please state if you hold that Deed now or where it is?

Ans I <sup>hold</sup> it.

Q 2 (Please produce and file it with the Notary)

Ans (Deed produced) <sup>it is now</sup> filed & reached Exhibit "B", <sup>the Bill in this suit</sup>

Q 3 Who sent the Deed to you?

Ans Mr Smith gave it to me.

Q 4 For what purpose?

Ans To hold until Warrington and his wife Executed mortgage and notes to secure the purchase money on this land.

Q 5 Was the purchase money due to you?

Ans It was due to Mrs Matthias.

Q 6 And this was to be the Security for the purchase money?

Ans This was to secure it until the papers were fixed up, and if not fixed up, Smith was to give Mrs Matthias a Deed for the land.



Q 7 You allude also to a first mortgage & notes which were prepared for Warrington & wife to sign. Please state where they are, if you know?

Ans I don't know.

Q 8 What did you do with them?

Ans I can't say whether I delivered or sent them to Warrington, but they were never returned to me.

Q 9 Did you say you made one of these notes payable to you <sup>other</sup> to Mrs Matthias?

Ans Yes, Sir.

Q 10 You also say when you met the second time, you prepared the mortgage & notes (here with filed) reached "M" & "W" to which, to use your own language, you say "we agreed," who do you mean when you say "we agreed,"

Ans Mrs Matthias got me to draw up the papers. The "we" refers to her & myself. I then had an incidental interest to the extent of \$400<sup>00</sup>. I did not then know, the time on which Mrs Matthias had agreed to lend the money. But when they <sup>the first papers</sup> were rejected, it was on account of the time named and the amount of the first note (\$400<sup>00</sup>). I then drew the second papers according to the direction of Mr & Mrs Matthias and Mr Warrington, and Mr Warrington said draw them in that way and he & his

wife would sign them,

Q 11 What became of the papers that day?

Ans They were not drawn that day, I went home and drew them.

My son  
drew

Q 12 The Deed of Bargain & Sale was made to one B. Warrington?

Ans Yes Sir.

Q 13 And he has been in possession of the land since the date thereof 1<sup>st</sup> of January 1886?

Ans I don't know when he took possession.

Q 14 When these negotiations first began for the loan of money, you were somewhat interested?

Ans Well, the right Mr Warrington & Matthias first approached me, I told Mr Warrington, as Executor of Mrs Saunders, or representing Mrs Matthias' Children, I was interested.

Q 15 And as such there was a proposition to borrow a small sum of money from you?

Ans There was no proposition to me through Mr Warrington. He was present, but Mr Matthias wished to know if I would supplement the money she had, with some belonging to her children, for a short time.

Q 16 And was not that amount \$400<sup>00</sup>?

Ans Yes Sir.

Q 17 And were not the first notes written, payable on demand?



7 Q 18 Ans One of them, the \$400<sup>00</sup> note, was made payable  
to an Demand, and I explained there to Mr  
Marrington why it was so. There were two or  
three of the other notes (I don't recollect the num-  
ber <sup>of them</sup> were written payable in one, two, or three  
years, to the best of my recollection,

Q 18 And you say that Marrington refused also to  
sign the papers (here with filed) marked "M" & "N"

Ans He did not sign them, <sup>and</sup> they were returned to me  
with the statement that he refused to sign them,  
and I repeat what I said before on that point.

Q 19 Do you know anything about the distress war-  
rant for rent sued out against Marrington.

Ans Only that I advised Mrs Mathias to get the rent  
of the land any way she could, as he had  
promised it, on the interest on the money,

And further this Depoent saith not,

H. A. Morgan

Wm J. Goodman, being duly sworn, Deposes  
and says as follows

Q 1 What is your name, age, residence, occupation  
and do you know the parties to this suit?

Ans. My name is Wm J. Goodman, age 58 - Gates  
Co. N. C. am a farmer, and I know the parties  
to this suit.

Q 2 State anything you know concerning the

transactions between Asa B. Warrington and Mr & Mrs Matthias, relative to borrowing money to pay for the land purchased from G. Smith?

Ans Mr Smith promised to give a Deed for the land as soon as the papers were signed up.

Q 2 What did Mr Warrington promise to do in the matter

Ans He promised to sign the mortgage and notes as soon as he could get his wife (who was not at home) & have them executed and bring them back.

Q 3 Where did this occur?

Ans at Mr Matthias's house.

Q 4 Do you know whether the papers referred to were the first mortgage & notes prepared, or the second?

Ans I do not.

Q 4 Do you know who has occupied the land in question since Jan 1<sup>st</sup> 1886?

Ans Mr Warrington, I reckon.

And further this deponent saith not.

Mr J. Goodman

Mrs Angelina Matthias, being duly sworn deposes and says as follows.

(The Examination of this witness is objected to on the ground of incompetency and for other reasons) -



Q 1 What is your name, age, residence, occupation and are you one of the parties to this suit?

Ans Angelina Matthias, my age is 40, residence Gates Co. N. C. and I am one of the parties to this suit, & the wife of Wm. H. Matthias.

Q 2 State all you know of the transactions between yourself and Asa B. Warrington, concerning the loan of money for the purchase of a farm from Geo T Smith.

~~Ans.~~ (Counsel for <sup>Warrington</sup> Plaintiff) to test the competency of this witness, asks:

Q Has your husband Wm. H. Matthias, any interest in the subject matter in controversy in this suit?

Ans No Sir. It was my money.)

Ans to Q 2 I had some money on hand, and borrowed \$400<sup>00</sup> belonging to my children, & in the hands of Dr Morgan. I thought I would put it in Real Estate. I loaned it to <sup>Asa</sup> Warrington. He came to me and said he was out of house and home, and persuaded me to buy the land for him, and he would give me a mortgage on the land. I borrowed \$400<sup>00</sup> of my children's money from Dr Morgan, and assumed that debt to him, as Mr Smith wanted Cash for his land. Mr Warrington said he had loaned his name there

and hated to lose it, and had no where to go. Mr  
Smith, Mr Harrington & Dr Morgan met at my  
house. Dr Morgan furnished \$400.00 belonging  
to my children, and I furnished \$540.00 and paid  
the whole amount \$940.00 to Mr Smith. Har-  
rington promised to sign the mortgage & notes  
as soon as he could get his wife (this was the  
first mortgage and notes prepared). I waited  
some time for him to return them and he did  
not do it & I went to see him. He was not at  
home. In a few days he came to my house  
and said if I would have another mortgage  
written and take out the Chattel property,  
and have it all payable to me and give him  
six years to pay it, he would sign the mort-  
gage and all the notes, and pay me one note  
every year for six years. I got Dr Morgan to  
prepare them and carried them to Harrington  
myself. He told me <sup>he</sup> was not going to sign them  
nor his wife either, and he would not stay on  
the land any longer than last year, that he  
would pay me rent at Christmas and give  
me up the place. I told him to give me some-  
thing to show for the rent, or for the interest on  
the money for a year, and he said he would  
not do that either, but he would pay me Christ-  
mas for staying there and leave the place; as  
he never expected to pay for the place, & would

H.

W. J. G. M.

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87  
give up the place. Dr Morgan was to hold the  
Deed from Mr Smith until Warrington signed  
the mortgage and notes to secure deed. And if  
he (Warrington) failed to sign them, Mr Smith  
was to make a Deed to me. I went three times  
to see him about signing the papers, found  
him on two occasions, once he was away, but  
he would sign no papers and give me nothing  
to show for the money I had paid. I bought  
the land out of sympathy for him entirely.  
I returned the papers to Dr Morgan after War-  
rington refused to sign them. I told him I could  
not buy land for him and have nothing to  
show for the rent or interest on the mortgage.  
He told me I should have the land at Christmas  
and he would pay me the rent or interest on  
the money, or, and that his word was just  
as good as a writing would be. But I was not  
satisfied with that & wanted something to show  
for it.

### Cross Examined

- Q 1 Where did these conversations take place?  
Aces The conversation about the mortgage & notes  
and six years time, was at my house. The  
others were on the farm, bought from Smith  
where Warrington was then and is now.
- Q 2 You say he agreed to execute the papers if he was

Q 1 you

allocated six years time?

Ans Yes,

Q 3 Then that was the bargain between you and him?

Ans Yes Sir.

Q 4 Who was present at his house on the three occasions when you went there?

Ans No one but my daughter, Marriington & myself.

Q 5 Do you live in North Carolina or Virginia?

Ans In North Carolina,

Q 6 How many other times <sup>Except the three mentioned</sup> and at what places, have you visited Va in reference to this matter?

Ans I have been to Suffolk once,

Q 7 Did you come to attend to this business?

Ans I came to see Mr Night, my Attorney, about it.

Q 8 About what time was that?

Ans As well as I can recollect, it was in December.

Q 9 Was it when you came to have a Distress Warrant gotten out?

Ans I don't know,

Q 10 Did you authorize the Distress Warrant to be issued?

Ans. I suppose I did, I told Mr Night to collect the rent or the interest or,

Q 11 The Distress Warrant is dated in October; was it not about that time?

Ans I got Dr Morgan to attend to that I think.

Q 12 The Distress Warrant was gotten out and Levy



made on Warrington's property.

Ans Yes, some time last Fall.

Q 13 And is not that levy still pending except in so far as stopped by (the) injunction (in this case?)

Ans I don't understand the law on the matter.

Q 14 Is the property still levied on?

Ans I don't know. I have no recollection or interest, as he promised to pay me.

And further this deponent saith not.

Annyline Matthias

X

X *Subscribed*

Taken, subscribed and sworn to before me this 6<sup>th</sup> day of April 1887.

Jno. H. Wright N. J.

Counsel for Plaintiff desires to add the following note:

That the answer to the Bill was filed so late and the depositions for Defendants postponed to such a late date, both: four days before the term of Court, that it will be impossible for the Plaintiff to give the notices or get his witnesses for depositions before the term of the Court.

Jno. H. Wright N. J.

(5)  
Wilmington

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Matthias & wife.

Depositories



March 4<sup>th</sup>

Mr Smith,

~~Dear~~ I am  
not going to sign the  
deed that Dr. Morgan  
wants me to sign because  
I can not say the money  
in 12 months and if he  
wants the deed give it  
to him,

Respectfully

A. S. Warriner

Exhiber

a

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1

Asa B. Warrington, the <sup>defendant</sup> (Plaintiff) being duly sworn (notice of his examination being waived and his deposition taken by consent of parties) deposes and says, as follows:

Q 1 What is your name, age, residence & occupation and are you the Plaintiff in this suit?

Ans. My name is Asa B. Warrington; age 30, reside in Housenoud County; am a farmer, and I am the <sup>defendant</sup> Plaintiff in this suit.

Q 2 State what you know of any agreement between yourself & <sup>Mrs. Ageline Williams</sup> the <sup>defendant</sup> or any other parties for the loan of money with which to purchase a farm from Geo. T. Smith?

Ans. Some time in the Spring of 1885, Mr Matthias & his wife came to my house one Sunday, & Mr Matthias asked me why I did not buy a piece of land some where instead of paying such rent as I was paying. I replied that I was not able to buy as I had no money. He said he expected some money that Fall and would let me have it. After that I was talking to a man about a piece of land, Mr E. Hill, and he & I had offered him a certain sum, which he refused; afterwards Dr Morgan passed my house & called me to the gate.

I went out she asked me if I wanted that piece of land. I asked "what land?" He then replied "the Ed Hill tract at Suresburg", I said I wanted it but did not have the money, though a party had promised to let me have some money. He then said if I wanted the land I could get the money. I told him of two other places, one of which I had seen, the other I had not, she said one of the places was cheap & if I wanted it I could get the money for that, if I could buy it, but he doubted whether the man's wife would sign the deed; this was the Eugene Rawls' land; the other place referred to was the one where I am now living, the Geo. J. Smith land.

On Monday I went to Mr. Smith's she told me what I could buy his land for. I came home got my dinner & started to Dr. Morgan's & Mr. Matthias' and saw Mr. Matthias & had some conversation with him she said he and Dr. Morgan had agreed to let me have money to buy some land. I went on to Dr. Morgan's he was not at home; returned next day she was gone; I finally found him & told him I had been to see Mr. Smith about his land she asked me what I thought of it & what it could be bought for, I said I could buy it for \$1000<sup>00</sup>. He then said he



would like to see the land before he invested any money in it, but did not have time to go to see it. I then proposed to take some other man she said "take Billy Matthias". Matthias & I went & looked at the land, he walked over it with me & said he thought it was cheap enough, we returned to Mr Dr she asked what he thought of it & he said it was cheap enough. Dr Morgan then said "if that is the case, now, go back and pay him five or ten dollars and take a receipt for it". The next day I went back to Smith, bargained for the land & paid him \$10<sup>00</sup> to confirm the bargain. (Re-  
the receipt for the money I have now deposited which is not disputed ceipt for the \$10<sup>00</sup> is herewith filed marked Exhibit "C".) Dr Morgan & Mr Matthias agreed to let me have the balance of \$940<sup>00</sup>, and pay it the 1<sup>st</sup> day of January 1886, when Smith was to get the balance of his money.

Q 3 Please state the bargain or terms on which you were to get the balance of the money ~~paid~~ especially as to the time of payment, or time in which you were to repay them?

Ans They were to give me time, but did not say how long; they said "we will give you time to pay for it". I asked about interest. Dr Morgan said the law only allows 6%, though we ought to have 8%.

Q 4 Did you then <sup>or not</sup> agree to execute a Deed of Trust and bond to them for the purchase money provided they would give you time for its payment?

Ans I agreed to give them a Deed of Trust on the land.

Q 5 Was the Deed of Trust and bond then sent to you to sign?

Ans Not then; I was passing Mr Matthias some time in Feb 1886 he called me & said he had some papers for me to sign. He gave me the papers which I now produce file - marked "Deed of Trust & Bonds Dec 1 & 2".

Q 6 State what was amount of first bond & when payable?

K Ans First bond was for \$400<sup>00</sup> payable on demand to Dr Morgan, the second was for \$540<sup>00</sup> payable one year after date to H. W. Matthias. (The bonds having been filed Exception is taken to this question, and <sup>to</sup> the witness looking at the papers to correct his memory)

Q 7 Did you sign that Deed & those bonds?

Ans No Sir,

Q 8 State why you did not?

Ans Because they were not according to agreement.

Q 9 Did you then send (this) Exhibit "Marked 'a'" of date Mch 9<sup>th</sup> (filed by Plaintiffs?)

Ans I did.

Q 10 Did that have reference to the first Deed of



Trust and bonds?

Ans It did.

Q 11 Wherein were the Deed & bonds different from the Contract?

L Ans In the first place they made one bond payable on Demand, the other in one Year, and they wanted to include also my household and Kitchen furniture, horse, buggy & farming implements & Cattle in addition to the land.

Q 12 Did you then have a Conference with them or any of them in reference to the preparation of a new Deed of Trust and bond or bonds?

Ans Some time in March Mrs Matthias came to see me but I was not at home, she left word for me & my wife to come down there, that they wanted to see me.

Q 13 State directly what bargain you made about borrowing the money.

m Ans Mr & Mrs Matthias, the morning I went down to see them, said I had refused to sign the papers they had sent me & wanted to know what I would do, that they would do whatever I said, that they had paid Dr Morgan his money & taken the matter out of his hands. I told Mr Matthias if they would give me six years' time I would give a Deed of Trust on the land, and pay interest at end of every year and as much more as I could, and at the End of

X

X the Six Years if I had not paid all, I would try to borrow the money from some one else and pay them.

Q 14 The Deed of Trust & notes (filed here by the Defendant) reached "M & R" and divided into six equal parts, one part in each note & the notes falling due respectively one, two, three, four, five and six years, with interest from their date, now when you said you ~~said~~ would pay them six years from date, did you mean <sup>or not</sup> six years as a whole, or that you would pay them one sixth part with interest each year.

(Excepted to as leading & suggestive)

Ans I meant to make one note payable in six years, & pay the interest & as much more as I could each year

Q 15 Was that the bargain between you?

Ans Yes, that was the bargain.

Q 16 ~~State whether~~ What was your reason for refusing the second Deed & six notes -

Ans It was not according to the agreement.

Q 17 In what respect did it differ from agreement?

Ans They made six different payments, and I was to give one note payable in six years, & the notes were written in such a way that ~~a~~ failure to pay any one of them gave the Trustee a right to foreclose the Deed.

Q 18 State whether or not the Deed of Trust states that



fact?

(Excepted to, the Deed is the best evidence).

Here counsel for <sup>Warrington</sup> (Pltff) shows him the Deed to which Exception is taken, the witness having stated that the notes provided for a sale

~~Ans~~ (Reading from the Deed filed as "M Counsel for (the <sup>Warrington</sup> Plaintiff) is here pointing out the particular parts of said Exhibit which he desires him to see.)

Ans Yes the Deed so states.

Q 19 Then I understand that was one of the reasons why you declined to sign said Deed & bond, because you were liable to be sold out in default of payment of any one bond when according to contract you were ~~to~~ <sup>to</sup> pay for it  
(Excepted to)

Ans That was one reason.

Q 20 State whether or not you are willing or not even  
"P" at this time, to give a bond for amount due Mrs Matthias & to secure the same by Deed of Trust upon the land in question, if said bond be made payable six years after date, you to pay interest thereon annually, according to your contract, if they will pay the costs of this suit which they first originated?

Ans Yes, I will.

Q 21 Did you ever on any consideration promise to pay any body any rent for this land?

Ans No Sir.

Q 22 Mrs Matthias in her testimony has said that she loaned you the money out of sympathy, that you said you were out of a house and home, that you had hoarded your money on the farm and voted to lose it. Please state why you were out of a house and home & why you had hoarded your money on that farm?

Ans Because Mr Matthias & Dr Morgan had promised to let me have the money, and Mr Smith had given me privilege to go there and work, and at the first of the year they refused to pay it; and I told Mr Parker whose land I rented for 1885 that he could let any one who wanted have his place, and Mr Smith would not let me move into his house until some arrangement was made to pay him his money.

Q 23 Did the <sup>Plaintiffs</sup> (Defendants) get out a distress warrant & have a levy made on your property?

Ans Yes Sir.

Q 24 Did Mrs Matthias then claim to be the land-lord of the property -

Ans I suppose so.

Q 25 - Is or not that <sup>Distress</sup> warrant still standing, so far as the injunction (in this case) intefers?

Ans I suppose it is.



## Cross Examined -

Q 1 When did you first mention to Mr Matthias or his wife, any thing about borrowing money to buy land?

Ans Mr Matthias first proposed to me.

Q 2 When was that?

Ans Some time in Spring of 1885.

Q 3 Did you live near them?

Ans Yes Sir.

Q 4 And they knew your condition?

Ans Yes Sir.

Q 5 Did you not apply to Dr Morgan in Fall of 1885 for help in buying land?

Ans After he said I could get it, I took that as an offer.

Q 6 Did you go in company with any one else to see him?

Ans Not at first, Mr Matthias went with me to see him the day we went to look at the farm.

Q 7 Did you then ask Dr Morgan for money?

Ans No, Mr Matthias told him he had been to look at the place and thought it was cheap.

Q 8 Did you not, after refusing to sign the first deed and bonds presented to you, meet Dr Morgan at Mrs Matthias' house and state in the presence of Dr Morgan, Mr & Mrs Matthias, that if they would strike out the chattel property and give six years time, and six equal payments, that you would sign such bonds

and a Deed of Trust securing them?

X Ans. I did not agree to sign the papers they had then.

Q 9 Were you not at that time in possession of the land, and had not Mrs Matthias paid Geo Smith the \$940<sup>00</sup> due on the land?

Ans I was in possession of it. I never saw her pay the money.

Q 10 Did you not know it had been paid?

Ans Mr Matthias said so

Q 11 Did you know it from any other source?

Ans Dr Morgan said it had been paid?

Q 12 How did you get possession, if it was not paid?

Ans On Jan 1<sup>st</sup> Dr Morgan paid \$400<sup>00</sup>; I saw that paid. Geo Smith gave me the key, and Billy Matthias told me to go there and go to work.

Q 13 Did you not say just now that Geo Smith refused to give you possession until the money was paid?

Ans Yes, Sir

Q 14 Then when you got possession you had every reason to know that the money had been paid?

Ans No Sir; I know it had not all been paid,

Q 15 Did Mr Smith ever make you a Deed for the property?

Ans Yes, the Deed has been made.

Q 16 When was it made?

Ans January 1<sup>st</sup> 1886



Q 17 Was the Deed delivered to you?

Ans No Sir.

Q 18 Why not?

Ans Dr Morgan wanted to keep the Deed until he got a Deed of Trust on the land.

Q 19 And you promised to give such a Deed of Trust?

Ans I promised to give a Deed of Trust, if they would give me time to pay for the land in.

Q 20 Don't you consider, a credit of six years with six equal annual payments very liberal and easy terms?

Ans I don't consider that the agreement. I consider six years the agreement.

Q 21 Did you ever say to Dr Morgan or Mr Matthias or his wife, before you got possession of the land, that you claimed such an agreement?

Ans No, I did not, because it was some time in April, 1886, before I said anything about the six years. They agreed to give me time but did not say how much time.

Q 22 And you went on the premises with that understanding?

Ans I did.

Q 23 Did not Mrs Matthias come to see you during the year 1886, two or three times and insist that she should have something to show for her money -

Ans She came once when I was gone, & then came

again & said she wanted something to show for her money.

Q 24 Did you give her anything to show for it?

Ans. No Sir.

Q 25 You knew she had paid for the land, and yet you would give her nothing for it?

Ans I took their word for it, I did not see it paid, and I gave her nothing to show for it.

Q 26 And you made her no promise in any way?

Ans I told her if she would pay me for my machine and give me \$100<sup>00</sup> I would give her up the land. That was in April & I had planted part of my crop.

Q 27 You did write the note saying Dr Morgan could take the Deed for the land, and that you would not sign the Deed and bonds?

Ans I did not write to Dr Morgan, I wrote Mr Smith.

Q 28 But you did not intend to pay anything for the time you had the money or for the use of the land?

Ans I had not had a chance to pay it before they came and wanted me for rent.

Q 29 Did you not tell Mrs Mullins that you would give up the land last Christmas?

Ans No Sir, I did not.

Q 30 Then you did not intend to give up the land or pay anything for the use of it?

Ans I had no chance to do anything; they did not.



come to me to see what I would do.

Q 31 Did not Mrs Matthias come to you during the year?

Ans She came in April.

Q 32 Did you then promise to do anything?

Ans Only to give up the land if she would give me \$100 & pay for my expenses?

Q 33 Did you not know all the time and do you not know now that you owe them for the amount they paid on the land?

Ans Of course I do, if they paid it.

Q 34 Do you pretend to say they have not paid it?

Ans No, I have not said that

Q 35 When they befriended you in this way, was it not a very little thing for you to go to them & say what you intended to do?

Ans. I have to work for my living and lost two months riding after them the first part of the year, and they did not wait to see what I would do, but sent the Constable and warranted me for rent, before the end of the year.

Q 35 Did you intend to pay them rent if they had not warranted you for it?

Ans. I did not owe them any rent.

Q 36. What did you owe?

Ans I owed them the money they said they had paid on the land.

Q 37 You repeat "they said they had paid it" now I

want to know whether you doubt that they have paid it?

Ans No I do not doubt it.

Q 38 Did you intend to pay them any part of this money, if they had not warranted you?

Ans I intended to pay the interest if they had not warranted me, and if I could have paid any more I would have done it.

Q 39 Did you ever give them any assurance or promise, or in any way intimate to them that you would pay even the interest on what they had paid?

Ans No Sir I did not.

Q 40 When I approached you here in Suffolk, as their Counsel used urged you to close the matter up, did you not positively decline to do any thing?

Ans That was after the warrant was served on me and I declined to do any thing, because they had warranted me.

Q 41 After the warrant was brought, did I not say to you, that as their Counsel, if you would then execute the Deed bonds I would dismiss the warrant and pay the costs?

Ans No Sir: You said nothing about paying costs.

Q 42 State what did occur.

Ans You insisted on my coming to your office, and



I did not say whether I would or not, and I did not come.

Re-Examined

Q 1 Mrs Martinus, in her testimony has stated that after you refused to sign the first bonds & mortgage, that you were to have six years to pay for the land. Is it not a fact that she has correctly stated the contract,

Ans Yes Sir:

Q 2 And was not that the real bargain?

Ans Yes Sir.

Q 3 And have you not always been willing to carry out that bargain?

Ans I have

Q 4 And are you not yet willing to carry out that bargain?

Ans I am, provided they pay the costs of this suit, as they first started it.

Q 5 While that was the real bargain have they not on each and every occasion produced notes deeds contrary to that bargain for you to sign

Ans They have.

Q 6 And is not the real reason why you have not up to this date signed any <sup>such</sup> notes or papers

Ans It is.

Q 7 And after you refused to sign papers which they had drawn entirely contrary to the bargain did not they not then set themselves up as landlords and levy a distress warrant upon your property?

Ans I should suppose so from the warrant.

Q 8 And is it not a fact that they did not have either a Deed for the land or the possession thereof?

Ans It is.

Q 9 And therefore you owed them no rent?

Ans I do not.

#### Re-cross examined.

Q 1 Did you have any Deed for the land yourself?

Ans Geo. J. Smith made a Deed to me.

Q 2 Did he deliver it to you?

Ans No Sir.

Q 3 Did you have any right to demand its delivery to yourself?

Ans If I had a mind to, I could. It was left to my choice to demand it or not.

Q 4 Why did not you demand it?

Ans Because I wanted to fix up the papers according to agreement and I let it run on thinking they would fix the papers some time during



4  
the year according to agreement.

Q 5 And you have never demanded the Deed?

Ans No Sir. I have been in possession of the  
~~land~~ land since January 1<sup>st</sup> 1886.

And further this Deponent with sub.

A. B. Worthington  
Sd.

Taken, subscribed and sworn to before me  
this 6<sup>th</sup> day of April 1887.

J. H. Wright. N. P.

<sup>(7)</sup>  
Warrington

vs

2

Mullins & others

Depositions  
for  
Plaintiff



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Matthias vs. Warrington, &c.

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D. M.---10 X.

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From the Circuit Court of Nansemond County.

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WARE, DUKE & TAYLOR, PRINTERS, 1208 MAIN STREET, RICHMOND.

IN THE  
SUPREME COURT OF APPEALS  
OF VIRGINIA.

RICHMOND.

MATTHIAS vs. WARRINGTON, &c.

*To the Honorable Judges of the  
Supreme Court of Appeals of Virginia:*

Your petitioners, Angeline Matthias and William H. Matthias, her husband, represent that on the 17th day of October, 1887, a suit in chancery was instituted in the Circuit Court of Nansemond county by your petitioners against Asa B. Warrington and George T. Smith, whereupon such proceedings were had that a final decree in said suit was rendered against your petitioners in the said Circuit Court on the 10th day of October, 1889, a transcript of the record of the proceedings in which suit and of said decree is herewith exhibited.

Your petitioners are advised and represent to your Honors that said final decree is erroneous, and that they are aggrieved thereby in many particulars.

A statement of the case presented to your Honors is as follows:

On the 26th day of November, 1885, said Warrington purchased of George T. Smith a parcel of land in Nansemond county, Va., for the sum of \$950, paid to said Smith \$10 on account thereof, and borrowed of your petitioner, Angeline Matthias, the balance necessary to complete the payment—namely, \$940—with the clear and distinct understanding and agreement that he (Warrington) would secure the payment of the \$940, with interest thereon from the 1st day of January,



1886, to your petitioner, Angeline Matthias, by a deed of trust on the land purchased by him as aforesaid. Subsequently—to-wit, on the 1st day of January, 1886—said Angeline Matthias paid the \$940 to said Smith, who at the same time delivered to Dr. Henry A. Morgan the deed of bargain and sale, properly executed, conveying said land from himself and his wife to said Warrington. The deed was delivered to said Morgan in pursuance of an agreement between your petitioners and said Warrington that said Morgan should hold the deed until the deed of trust to secure the \$940 to said Angeline Matthias could be executed by said Warrington.

The agreement and facts thus far stated are not only not disputed, but are admitted by your petitioners and said Warrington, and are fully proved, as will appear by reference to the said transcript of the record of said suit.

The only point in dispute between your petitioners and said Warrington is as to the *time* during which said Warrington was to have the use of said sum of \$940, or within which he was to repay it to your petitioner, Angeline Matthias.

Your petitioners say he was to have reasonable time. In their bill in said suit they say: "No definite time was stipulated in the agreement first made by them with said Warrington as to the time in which he should repay to them the amount loaned, but they were disposed to give him reasonable indulgence, so long as he would keep the interest paid on the amount loaned."

In answer to question 3 in his examination-in-chief, Warrington, in his deposition, says himself: "They were to give me time, but did not say how long. They said we will give you time to pay for it." And upon his cross-examination, in answer to question 21, he again says: "They agreed to give me time, but did not say how much time." And, when asked (see question 22 upon the same cross-examination) if he "went on the premises with that understanding," he says, "I did."

It is thus conclusively established that said Warrington was to have only reasonable time within which to repay said sum of \$940 to your petitioner, Angeline Matthias, and that that time was to be determined by your petitioners.

Accordingly, on the 1st day of January, 1886, when the said sum of \$940 was to be paid to said Smith, and the deed of trust executed by said Warrington to secure the payment of the \$940 to Angeline Matthias, the said Warrington, Morgan, Smith, and your petitioners met at the home of your petitioners, the money was paid by your petitioners to said Smith, and a deed of trust prepared, conveying said land to secure the payment of the money to said Angeline Matthias. (See exhibit marked "Deed of Trust," filed with said Warrington's deposition, and

also the deposition of said Morgan, in answer to question 2 of his examination-in-chief, and also the deposition of said Angeline Matthias, in answer to question 2 of her examination-in-chief.) The testimony of Dr. Morgan and Mrs. Matthias on this point is conclusive and uncontradicted.

The deed of trust prepared on this occasion conveyed said land to secure the payment of said sum of \$940 in two instalments—to-wit, \$400 payable on demand, and \$540 payable one year after date, with interest on each sum from the 1st day of January, 1886, your petitioners deeming the terms as to time of payment of the money reasonable.

Said Warrington made no objection to this deed of trust, but, after he had seen the said sum of \$940 paid to said Smith, and had secured the keys to the premises, and been told to go and take possession of the premises, he began to make excuses for not then and there signing it, saying "his wife was at his home or her mother's; that he could not fix it that day, but would fix it the first of the next week, or in a few days," or "as soon as he could get his wife," and finally departed without signing it, took possession of the land, and entrenched himself there, refusing ever since that time either to repay said sum of \$940 to your petitioners, or the interest thereon, or in any way to secure the payment thereof. On the contrary, when your petitioners undertook by their said suit to force him to comply with his promise, he replies, as appears by his deposition, that he is willing to secure the debt by a deed of trust on the land, *if they will pay the costs of said suit*. And again: "If she[said Angeline Matthias] would pay for my manure and give me \$100, I would give her up the land." And again: "I had no chance to do anything; they did not come to me to see what I would do." And again, in answer to the question: "Did you ever give them any assurance or promise, or in any way intimate to them, that you would pay even the interest on what they had paid?" he replies: "No, sir; I did not." (See Warrington's deposition, question 20 in chief, and the answer thereto, and questions 26, 30, and 39 of his cross-examination, and the answers thereto.)

But, notwithstanding the foregoing distinct agreement as to the time of payment of the money by said Warrington to said Angeline Matthias, and his subsequent refusal to sign said deed of trust, your petitioners were willing to make the time within which said money should be made payable more reasonable, in order to induce said Warrington to secure the same by a deed of trust on said land.

Accordingly, on a subsequent occasion, when said Warrington returned to the home of your petitioners, and declined to sign the said deed of trust, because it had been prepared to



cover, not only said land, but also some of his chattel estate, which was already under mortgage, and because of the time within which the money was to be paid (see the answer of said Morgan to question 2 of his examination-in-chief, also the answer of said Angeline Matthias to question 2 of her examination-in-chief, and also questions 7, 8, 9, 10, and 11 in said Asa B. Warrington's examination-in-chief, and the answers thereto), your petitioners and said Warrington entered into another agreement, whereby it was agreed that a deed of trust upon said land alone should be executed by him to secure the payment of said sum of \$940 within *six years*, payable in six instalments of \$156 66 $\frac{2}{3}$ -100 each, on the 1st day of January, 1887, 1888, 1889, 1890, 1891, and 1892, with interest from the 1st day of January, 1886. On this point the witness, Angeline Matthias, says "he" (Warrington) "came to my house, and said if I would have another mortgage written, and take out the chattel property, and have it all payable to me, and give him six years to pay it, he would sign the mortgage and all the notes, and pay me one note every year for six years. I got Dr. Morgan to prepare them, and carried them to Warrington myself. I went three times to see him about signing the papers; found him on two occasions." And, upon her cross-examination, she reiterated this statement. (See her answer to question 2 of her examination-in-chief, and questions 2 and 3 of her cross-examination, and her answers thereto.)

On the same point the witness Morgan says: "I wrote then the mortgage and notes now shown me, and marked 'M' and 'N.'" "He [Warrington] told me if Mrs. Matthias would give him six years to pay the purchase-money, he and his wife would sign them and send or bring them to us. I delivered the papers to Mrs. Matthias, who was to carry them to him. I then drew the second papers according to the direction of Mr. and Mrs. Matthias and Mr. Warrington, and Mr. Warrington said draw them in that way and he and his wife would sign them." (See the deposition of Morgan, examination-in-chief, answer to question 2, and his cross-examination, answer to question 9.)

And the witness Warrington, on the same point, says: "I told Mr. Matthias if they would give me six years' time I would give a deed of trust on the land, and pay interest at the end of every year, and as much more as I could; and at the end of the six years, if I had not paid all, I would try and borrow the money from some one else and pay them." And when question 1 in the re-examination of the same witness was put, as follows: "Mrs. Matthias, in her testimony, has stated that, after you refused to sign the first bonds and mortgage, you were to have six years to pay for the land. Is it not a fact

that she has correctly stated the contract?" the witness (Warrington) replied: "Yes, sir." And then, in answer to questions 2 and 3 on the same re-examination, he further says that *that* was the real bargain, and that he has always been willing to carry it out. (See his answer to question 13 of his examination-in-chief.)

Yet the said Warrington refused to carry out this contract, and to execute the second deed of trust prepared in pursuance thereof as aforesaid, alleging first one and then another pretext for his failure to do so, and again, no pretext at all. The witness, Angeline Matthias, says: "He told me he was not going to sign them, nor his wife either, and he would not stay on the land any longer than last year; that he would pay me rent at Christmas and give me up the place. I told him to give me something to show for the rent, or for the interest on the money for a year, and he said he would not do that either, but would pay me Christmas for staying there, and leave the place, as he never expected to pay for the place, and that he would pay me the rent or interest on the money, and that his word was just as good as a writing would be." While, on the other hand, the witness Warrington says he refused to execute the deed of trust because "it was not according to the agreement," in that it made the money payable in six annual instalments instead of in one sum at the end of six years, and empowered the trustee to sell the land upon his failure to pay any one of the installments on account of sickness or other good cause, and then declares that he never claimed until April, 1886, that the agreement was that the money was to be paid in one sum of \$940 at the end of six years. (See his answer to question 21 on cross-examination.) And finally says he promised to do nothing except to give up the land if Mrs. Matthias would pay him \$100 and pay for his manure. (See his answer to question 32 on cross-examination.) And that he intended to pay the interest if they had not warranted him, and *if he could have paid any more* he would have done it. (See answer to question 38 on cross-examination.) And thus he continued to give evasive and senseless answers to every request your petitioners made of him to execute the contract or agreement between them and him.

Understanding the agreement to be as herein claimed by your petitioners, and perceiving that the said Warrington did not intend to execute it, your petitioners therefore instituted said suit, and filed therein their bill in said Circuit Court to compel the specific performance of said agreement on the part of said Warrington, but, instead of granting them the relief sought, the said Circuit Court pronounced said decree of 10th



October, 1889, dismissing their said suit and bill, and requiring them to pay the costs thereof.

Your petitioners contend that there was a definite and specific contract, as claimed by them, whereby said Warrington was to execute his deed of trust on said land to secure the payment of said sum of \$940 to said Angeline Matthias, as alleged by them, and that he should have been required specifically to perform it.

The agreement sought to be enforced is not only clearly proved, but is certain and definite in all its parts. Its terms are so precise as to obviate any reasonable misunderstanding of its import, while the evidence to establish it is conclusive, and the consideration on which it was founded adequate and not disputed. In such a case a court of equity will interpose to enforce the contract. It would be against conscience not to do so, for, notwithstanding the plaintiffs may be in default, if it be *conscientious* that the agreement should be performed, it will be decreed accordingly. (2 Minor [2d edition], 783, *et seq.*, 786, *et seq.*, and cases there cited; Shenandoah Valley Railroad Co. vs. John R. C. Lewis, 76 Va., 833, 835; Wright vs. Pucket, 22 Gratt., 370, 374.)

The acts proved in part performance, by your petitioners, of the agreement—namely, the lending of the money to said Warrington, and the payment of it, by his direction, to said Smith for said land—were all in pursuance of the agreement by said Warrington, admitted by him, to secure the payment of the money by a deed of trust on the said land, and the agreement, certain and definite in all its parts, has been so far executed by your petitioners as that a refusal of full execution thereof on the part of said Warrington operates a fraud upon them. (Wright vs. Pucket, 22 Gratt., 374.)

Wherefore your petitioners allege that the said decree of 10th of October, 1889, is erroneous and illegal, and that the said Circuit Court erred in pronouncing the same.

Your petitioners therefore pray for an appeal from said decree.

WILLIAM H. MATTHIAS,  
ANGELINE MATTHIAS,  
By WILBUR J. KILBY and  
ROBERT R. PRENTIS,  
Their Counsel.

6th Octo., 1890.

I, Robert R. Prentis, an attorney practicing in the Supreme Court of Appeals of Virginia, do certify that in my opinion it is proper that the decision of the Circuit Court of Nanse-

mond county, in the cause mentioned in the foregoing petition, should be reviewed by the said Supreme Court of Appeals.

Given under my hand this 6th day of October, 1890.

ROBERT R. PRENTIS.

Appeal allowed and supersedeas awarded. Bond required in the penalty of \$200, with conditions as required by law.

DRURY A. HINTON.

October 8th, 1890.

# VIRGINIA:

Pleas before the Honorable Chandler W. Hill,  
judge of the Circuit Court of the county of  
Nausemond, on the 10th day of October, 1889.

|                                         |                |
|-----------------------------------------|----------------|
| Angeline Matthias and William           | } In Chancery. |
| H. Matthias, her husband, Complainants, |                |
| vs.                                     |                |
| Asa B. Warrington and George            | } Defendants.  |
| T. Smith,                               |                |

Be it remembered that heretofore—to-wit, on the 17th day of October, 1887—came Angeline Matthias and William H. Matthias, her husband, and sued out of the clerk's office of said court their writ of summons in equity against Asa B. Warrington and George T. Smith, which writ, with the return of service thereon, is in the words and figures following—to-wit:

Writ.

The Commonwealth of Virginia,  
To the Sheriff of Nansemond County—Greeting:

You are hereby commanded to summon Asa B. Warrington and George T. Smith 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 November next, to answer a bill in chancery exhibited against them in the said court by Angeline Matthias and William H. Matthias, her husband. And have then and there this summons.

Witness Peter B. Prentis, clerk of our said court, at his office, this 17th day of October, 1887, in the 112th year of the Commonwealth.

Teste:

PETER B. PRENTIS, Clerk.

### Return of Service.

I have this, the 18th day of October, 1887, served a copy of this process in writing upon the within-named Asa B. Warrington and George T. Smith, each.

WM. H. HOWELL, Sheriff.

And afterwards—to-wit, at rules held in the clerk's office of the said court on the first Monday in November, 1887—to-wit, on the 7th day of November, 1887—came the complainants and filed their bill; which bill, and the exhibits therewith filed, are in the words and figures following—to-wit:

### Bill.

To Hon. C. W. Hill, Judge of the Circuit Court of Nansemond County:

Complaining, show unto your Honor your complainants, Angeline Matthias and Wm. H. Matthias, her husband, that some time in the latter part of the year 1885 Asa B. Warrington, of the said county, applied to your complainants for the loan of money with  
 page 3 } which to pay for a certain farm which he had agreed to buy from one Geo. T. Smith; the said Warrington alleging at the time that he was out of a home, and that if your complainants would lend him the money he would secure the same to them by a deed of trust upon the land. After considering the matter your complainants concluded to lend to said Warrington, and did lend to him, the sum of nine hundred and forty dollars, he agreeing that the deed for said land, which had been made to him, should be placed in the custody of Dr. H. A. Morgan until the said Warrington and his wife could execute the deed of trust on the land to secure to your complainants the amount loaned him with which to complete the purchase of said land, which deed of trust he promised to execute promptly. No definite time was stipulated in the agreement first made by your complainants with said Warrington as to the time in which he should repay

to them the amount loaned, but they were disposed to give him reasonable indulgence so long as he would keep the interest paid on the amount loaned. With the money advanced by your complainants, and which  
 page 4 } was paid to said Geo. T. Smith at the time of the delivery by him of the deed for said land, the purchase was completed, and said Asa B. Warrington has since been in possession of said land, enjoying the profits thereof. But when your complainants applied to him to execute the bonds for the money loaned him by them, and the deed of trust on said land to secure the same, the said Warrington absolutely refused either to sign the bonds or execute the deed of trust, as he had agreed to do before entering into possession of said land. The deed from Geo. T. Smith and wife to said Asa B. Warrington, which was, by his direction, in possession of Dr. H. A. Morgan until the bonds and deed of trust should be executed as promised, is herewith filed as part of this bill, marked "B," and the bonds prepared by your complainants, and presented to him for execution, but which he refused to sign, are also herewith filed as part of this bill, and marked "N." The deed of trust on said land to secure the payment of said bonds, prepared by your complainants, and presented to said Warrington for execution, according to agreement,  
 page 5 } but which he refused to execute, is also filed herewith as part of this bill, marked "M." In paying the said money to complete the purchase of said land, your complainants were actuated by a desire to help said Warrington, and relied upon his honor and integrity promptly to comply with his part of the agreement. They charged him only six per cent. interest upon the loan; but, getting possession of said land, and he being himself secure therein, he violated every promise made to your complainants, and still refuses to comply with his promise in the premises, or to pay any interest on the money loaned him, or a fair equivalent as rent of the said land, which he also promised to do if he failed to execute the deed of trust and bonds. All of which actings and doings on the part of said Warrington are contrary to equity and good conscience.

In tender consideration whereof, — forasmuch as your complainants are without remedy in the premises save by the aid of a court of equity, where such matters are properly cognizable and relievable, your complainants pray that said Asa B. Warrington may be made a party defendant to this bill, and  
 page 6 } required to answer the same (answer on oath being waived); that the said agreement entered into between your complainants and said Asa B. Warrington may be specifically performed and carried into execution, your com-



plainants having performed their part of said agreement by the payment of the money as aforesaid, and that said Asa B. Warrington may be compelled to execute the bonds and deed of trust on said land to secure the same, and pay the interest now due thereon, and the bonds already past due, the said deed of trust to contain the relinquishment of dower in said land by the wife of said Warrington, as was the agreement made with him by your complainants; and that your complainants may have such other, further, and general relief as their cause may require or to equity may be meet.

And your complainants will ever pray, &c.

JNO. H. WRIGHT, p. q.

Nansemond County—to-wit:

I, Jno. H. Wright, a notary public for said county, in the State of Virginia, do certify that Angeline Matthias, one of the complainants in the foregoing bill of complaint, personally appeared before me in my said county, and made oath } that the statements contained in said bill are true to } the best of her knowledge, information, and belief.  
Given under my hand this 4th day of Nov., 1887.

JNO. H. WRIGHT, N. P.

#### Exhibit "B."

This deed, made the 26th day of November, in the year of our Lord one thousand eight hundred and eighty-five, between George T. 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 T. 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 Somerton, 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 } Somerton to Freeman's Mill and the lands of Willis Benton } 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 T. Smith acquired title by deed from Burwell R. Smith and 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 T. 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 T. SMITH, [Seal.]

ANNIE E. SMITH, [Seal.]

Witnesses:

State of Virginia,

County of Nansemond—to-wit:

I, Peter B. Prentis, a commissioner in chancery of } page 9 } the Circuit Court, in and for the county aforesaid, in } the State of Virginia, do certify that Annie E. Smith, the wife of George T. 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,  
Com'r in Ch'y.

Virginia,

County of Nansemond—to-wit:

I, Peter B. Prentis, a commissioner in chancery of the Circuit } page 10 } Court, in and for the said county, in the State of } Virginia, do certify that George T. 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,  
Com'r in Ch'y.

Exhibit "M."

This deed, made this the 1st 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 and State, party of the second part—witnesseth:

That the said party 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 and 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 and fifty-six and  $66\frac{2}{3}$ -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, and 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 Angeline 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.]

Exhibit "N."

\$156.66 $\frac{2}{3}$ -100.

page 12 } One year after date, with interest from date at 6 per cent. per annum, I promise to pay Angelina Mathias, or her heirs or assigns, the sum of one hun-

dred and fifty  $66\frac{2}{3}$ -100 dollars, for value rec'd. This the 1st day of January, 1886.

My hand and seal.

[Seal.]

\$156.66 $\frac{2}{3}$ -100.

Two years after date, with interest from date at 6 per cent. per annum, payable annually, I promise to pay Angelina Mathias, or her heirs or assigns, the sum of one hundred and fifty-six  $66\frac{2}{3}$ -100 dollars, for value rec'd. This the 1st day of Jan'y, 1886.

My hand and seal.

[Seal.]

\$156.66 $\frac{2}{3}$ -100.

Three years after date, with interest from date at 6 per cent. per annum, payable annually, I promise to pay Angelina Mathias, or her heirs or assigns, the sum of one hundred and fifty-six  $66\frac{2}{3}$ -100 dollars, for value rec'd. This the 1st day of Jan'y, 1886.

My hand and seal.

[Seal.]

\$156.66 $\frac{2}{3}$ -100.

page 13 } Four years after date, with interest from date at six per cent. per annum, payable annually, I promise to pay Angelina Mathias, her heirs or her assigns, the sum of one hundred and fifty-six  $66\frac{2}{3}$ -100 dollars, for value rec'd. This the 1st day of January, 1886.

My hand and seal.

[Seal.]

\$156.66 $\frac{2}{3}$ -100.

Five years after date, with interest from date at six per cent. per annum, payable annually, I promise to pay Angelina Mathias, or her heirs or assigns, the sum of one hundred and fifty-six  $66\frac{2}{3}$ -100 dollars, for value rec'd. This the 1st day of Jan'y, 1886.

My hand and seal.

[Seal.]

\$156.66 $\frac{2}{3}$ -100.

Six years after date, with interest from date at six per cent. per annum, payable annually, I promise to pay Angelina Mathias, or her heirs or assigns, the sum of one hundred and fifty-six  $66\frac{2}{3}$ -100 dollars, for value rec'd. This the 1st of January, 1886.

My hand and seal.

[Seal.]



page 14 } And at the same rules—to-wit: At rules held in the clerk's office of the said court on the first Monday in November, 1887—to-wit, on the 7th day of November, 1887.

The writ of summons issued in this cause having been returned executed on the defendants, and the bill of the complainants, with exhibits, having been filed, and the defendants failing to appear and plead, answer, or demur to the said bill, on the motion of the complainants, it is ordered that it be entered of record that the said bill will be taken for confessed if the said defendants shall continue in default.

And afterwards—to-wit: At rules held in the clerk's office of the said court on the first Monday in December, 1887—to-wit, on the 5th day of December, 1887.

The said defendants still failing to appear and plead, answer, or demur to said bill, the same is taken for confessed as to the said defendants, and the cause is set for hearing.

And afterwards—to-wit: At a Circuit Court begun and held for the county of Nansemond, at the court-house, on the 10th day of October, 1889.

The defendant, Asa B. Warrington, appeared and filed his answer to the said bill, which answer is in the words and figures following—to-wit:

page 15 } Answer of Asa B. Warrington.

The answer of the defendant, Asa B. Warrington, to a bill of complaint filed against him by Angeline Mathias and her husband, Wm. Mathias.

This defendant, now and at all times hereafter saving and reserving unto himself all benefit and advantage which can or may be had or taken to the many errors, uncertainties, and other imperfections in the said bill of complaint contained, for answer thereto, answering, saith:

That it is true he negotiated to purchase a farm from Geo. T. Smith, and is now in possession thereof; but denies that he ever made any such bargains, or had the transactions as set forth in said bill; that he has always acted in good faith, and is now still perfectly willing to carry out his contract as he made it.

That he is a young man of small means and with but little

education, while the complainants are money-lenders, in a general sense, who drove a harsh bargain against him, and, before the execution thereof, altered it to suit themselves, to his great damage and against his interest; and he further says that the complainants' action in the page 16 } matter was not, as they say, "a desire to help him," but from a common desire to loan their money, and that they did not rely, as they say, upon his honor or integrity, but upon certain well-defined and skillfully-drawn mortgages and other binding papers, which placed him completely at their mercy. He further says the facts were as follows, showing that he would not have been homeless but for the advice of said Mathias; that he had no home of his own, but was a renter, and that said Wm. Mathias approached him and told him to rent no longer, that it was a costly business, but to buy a farm of his own, and that, if he did not have the money, he (Mathias) would lend it to him. That he did purchase the farm spoken of, of Geo. T. Smith, for the sum of \$950, and paid \$10 on the same; that he had several conferences with the parties named, and with H. A. Morgan; that they kept him travelling to and fro for over a month before the Mathiases and their chief adviser and witness, H. A. Morgan, could agree among themselves, but that it was finally agreed that Morgan should hold the deed of bargain and sale from Smith to this defendant until the bargain could be consummated.

page 17 } That the final bargain was that this defendant was to have the money (\$940) at six years' time, with annual interest paid; to give his note for the same, secured by a deed of trust on the land, when Morgan was to deliver up the deed of bargain and sale to this defendant. Morgan, who is a physician and not a lawyer, was then asked by Mathias to prepare the papers; but, instead of doing so then and there, when all parties were present, he went home and prepared them, *not according to contract and agreement*, for, instead of six years' time being given, one bond was prepared for \$400, payable on *demand*, and another bond for \$540 was prepared, payable *one year after date*; that a trust deed was prepared, conveying not only the farm, but *all the personal property* of every description, including even the beds used by his family and the stove whereon his food was cooked, with a special proviso that in case of one hour's default in payment of either bond, then all was to be sold for *cash*. This was the way the complainants loved him, and trusted to his honor and integrity. These bonds and this deed of trust he refused to sign, because they were absolutely contrary in every sense to the contract he had made. They did page 18 } not embody his contract, but were repugnant thereto. He was then willing to carry out, in good faith, his

contract, and to specifically perform it; but he was hindered, delayed, and prevented from so doing by the avarice which prompted the complainants to endeavor to force him into another and a harsher bargain, which he promptly refused to countenance. (See ex. inarked No. 1 and 2.)

The complainants then, well knowing that they had not done what was just and equitable, promptly receded from their utterly unjustifiable proposition, and came forward with another proposition, which was still outrageously different in many material respects from the oral contract. Knowing their contract to be six years' time to this defendant, secured by trust deed on farm, they now approach him with six bonds for \$156.66 $\frac{2}{3}$  each, payable, respectively, 1, 2, 3, 4, 5, and 6 years *after date*, with interest payable annually, and with a trust deed which stipulates that, although six years' time is apparently to be given, if default be made in the payment, not of the interest, but of the principal of one single bond, then  
 page 19 } immediate sale for cash shall be made of the entire farm, and the whole indebtedness of \$940 for six years, together with all interest on the same, shall be forthwith paid; so that, in case this defendant should have been sick, or for other good cause failed to pay the first year's bond in full, then sale for cash could be made, and bonds not due by their face for five or six years were to be paid out of the proceeds, cash down—in other words, and apparent credit of six years, with an attachment provided for forcible collection in one year. This was not your defendant's contract, and therefore he refused to sign it, but did then aver that he was willing to carry out in good faith his real and true contract whenever it was presented in writing, with the stipulations honestly and truly set forth.

It is true that this defendant did not pay the first year's interest, for the reason that the complainants, who were so anxious to give him time, actually violated the law by forcibly seizing all his crops and property before the first year's interest was due, thus annoying him and actually preventing him from paying the said interest; and, as for the two years he has occupied the farm, he has  
 page 20 } more than doubly paid any interest due, by the improvements he has made thereon, by fencing, clearing, ditching, and hauling muck upon the farm, as well as by saving all the stable and barnyard manure, and putting the same thereon; besides carrying a great quantity of stable manure thereon when he first moved to the premises. The defendant further says that his wife is not a party to this suit. She has not been made a party thereto by the complainants. She is not before the court, and, therefore, not subject to

any of its decrees or orders. Moreover, she has never been a party or privy to any of these transactions; she has never made any promises whatever, and hence she cannot be decreed to do anything in the premises.

This defendant says, therefore, these complainants cannot ask for the specific performance of the contract, because they have not done equity—they have not carried and performed their part of the contract. And he further says he is still willing to carry out in good faith his real and true contract as made with the complainants; but he is not now willing to pay two years' back interest, when he has been more than doubly damaged by the illegal acts of the complainants. He is now willing, as  
 page 21 } he has ever been, to give one bond for \$940, the whole of the purchase-money, of even date herewith, with interest from date, payable annually, the bond to run six years, and to be secured by a trust deed on farm. This is the contract.

And now, having answered the complainants' bill, this respondent prays to be hence dismissed, with his reasonable costs in this behalf expended. And he will ever pray, &c.

A. B. WARRINGTON.

Nansemond County—to-wit:

This day personally appeared before me Asa B. Warrington, whose answer is above written, and made oath that the statements contained in said answer are true.

Given under my hand this 12th day of December, 1888.

R. H. RAWLES,  
Notary Public.

And on the same day—to-wit, at a Circuit Court begun and held for the county of Nansemond, at the court-house, on the 10th day of October, 1889—the defendant, George T. Smith, appeared and filed his answer to the said bill; which answer is in the words and figures following—to-wit:

page 22 } Answer of George T. Smith.

The Answer of Geo. T. Smith to the Complainants' Bill of Complaint.

This defendant, reserving and saving, &c., answering, saith that he sold the farm in controversy to Asa B. Warrington for \$950, of which said Warrington paid down \$10, and in a short



time the remainder of \$940 was paid; that he made a warranty deed of bargain and sale to said Warrington for the farm, and delivered the same to Dr. Morgan at the request of the parties, and that he gave Warrington the keys to the house on the farm.

But this defendant denies most emphatically that he ever promised anybody, anywhere or under any circumstances, to make any other deed for said farm, and he says that the plaintiffs' bill in this respect is untrue, and likely to deceive and mislead the court.

He further says that, as for honesty and integrity, the defendant, Warrington, whom he well knows, stands fully as high as any party on the other side of the case, and for truth and veracity much higher than the complainants and some of their witnesses.

He further says he has read the answer of Warrington in this case, and, in his recollection of the matter as he heard it, it fully and truthfully states the case; that he has made one deed for this farm, and delivered it to the parties claiming it; that the farm does not now belong to him, and that he cannot make any other deed for it to anybody, and that he has no interest whatever in this suit, and prays hence to be dismissed, with his reasonable costs.

And he will ever pray, &c.

GEO. T. SMITH.

Virginia,

Nansemond County—to-wit:

I hereby certify that Geo. T. Smith has this day appeared before me, and made oath that the statements in his answer are true.

Given under my hand this 12th day of April, 1888.

R. H. RAWLS, N. P.

And on the same day—to-wit: At a Circuit Court begun and held for the county of Nansemond, at the court-house, on the 10th day of October, 1889—the following depositions, and the exhibit therewith filed, were, with the consent of the parties, filed and read as evidence on behalf of the complainants in this cause—to-wit:

#### Depositions.

Dr. H. A. Morgan, being first duly sworn, deposes and says as follows:

Q. 1. What is your name, age, occupation, where do you reside, and do you know the parties to this suit?

A. Henry A. Morgan; age 58; am a physician and farmer; reside in Gates Co., N. C. and I know the parties to this suit.

Q. 2. State what you know of the agreement between Asa B. Warrington and Mrs. Matthias for the loan of money with which to purchase a farm from Geo. T. Smith?

A. About September, 1885, or in the fall of 1885, Mr. Warrington and W. H. Matthias came to my house, and Mr. Matthias asked me if I could let his wife have a little money to make up the amount to pay for a farm. Mr. Warrington said he did not know what the farm would cost; it might be \$800, \$900, or \$1,000, but for the cash he thought he could get it for less than \$1,000. Mr. Matthias asked if I

would let his wife have a little to make up the amount she would let Mr. Warrington have. I told him I had some money belonging to the children of

Mrs. Matthias, which I would let go in with hers, as she or her husband would probably become guardian, and I would have to settle with them sooner or later; that the \$400 might go in, provided they would make that amount payable first in the event of a sale of land to collect the purchase-money which Mrs. Matthias would lend him—that is, they would take a mortgage and make the money of her children payable first. That ended the interview in the fall. On the 1st of January, 1886, we all met at Mrs. Matthias's house (Mr. Smith being there). Mr. Smith said he could not give a deed for the land until all the money was paid. I objected to going any further, but, after consultation, we agreed to pay the purchase-money in cash, provided Mr. Warrington would execute a mortgage to secure it that day. He said his wife was at his home or her mother's, I forget which; that he could not fix it that day, but would fix it the first of the next week, or in a few days. I objected to paying the purchase-money then, but, after consulting with Mrs. Matthias, we agreed to let Mr. Smith have the money,

provided Mr. Smith would give me the deed to hold until the notes and mortgage were executed, and that, if the notes and mortgages were not executed, Mr.

Smith was to make a deed to Mrs. Matthias for the land. That day I wrote a mortgage and the notes, and sent to Mr. Warrington and wife to sign. In writing the first mortgage and notes, one note of \$400, which I promised to let Mrs. Matthias have to make up the amount, I made payable to myself. The other notes, I think, were made payable to Mrs. Matthias. I gave them to her, and told her to send them to Mr. Warrington for execution. He promised to come to her house on a certain day, and fix them up. He did not come as promised. He came in

a few days, and said if there was a little alteration made in the notes, and some articles of chattel property, which I had included in the first mortgage, as they were already under mortgage, were stricken out, he would go home and take his wife, and have them signed up, and bring them to me in a few days. I wrote then the mortgage and notes now shown me, and marked "M" and "N." We agreed, after the first mortgage was objected to, upon the terms and conditions of the mortgage and notes written second as above. He told me if

page 27 } Mrs. Matthias would give him six years to pay the purchase-money, he and his wife would sign them, and send or bring them to us. I delivered the papers to Mrs. Matthias, who was to carry them to him. In the meantime Mr. Warrington sent me a note, stating that he could or would not sign the papers. I hereby identify a paper, marked "A," as the note. It was sent to Mr. Matthias, and, according to my recollection, he brought it to me.

Q. 3. Do you know who has been in possession of the land in question since Jan. 1st, 1886?

Ans. Mr. Warrington, I suppose.

Q. 4. Did you advance, as executor, any portion of the purchase-money?

Excepted to as leading.

Ans. Yes, sir.

Q. 5. Has the sum so advanced been repaid to you?

Ans. No, sir.

Q. 6. Whose obligation do you hold, and to whom do you look for its payment?

Ans. I look to Mrs. Matthias, as she assumed the payment of it; but I do not hold any note for it.

#### Cross-Examined.

Q. 1. You allude to a deed made by Mr. Smith, and left either with you or Mrs. Matthias. Please state if you hold that deed now, or where it is?

page 28 } Ans. I held it, but it is now filed with the bill in this suit, and marked Exhibit "B."

Q. 2. Who sent the deed to you?

Ans. Mr. Smith gave it to me.

Q. 3. For what purpose?

Ans. To hold until Warrington and his wife executed mortgage and notes to secure the purchase-money on this land.

Q. 4. Was the purchase-money due to you?

Ans. It was due to Mrs. Matthias.

Q. 5. And this was to be the security for the purchase-money?

Ans. This was to secure it until the papers were fixed up, and, if not fixed up, Smith was to give Mrs. Matthias a deed for the land.

Q. 6. You allude also to a first mortgage and notes which were prepared for Warrington and wife to sign. Please state where they are, if you know?

Ans. I don't know.

Q. 7. What did you do with them?

Ans. I can't say whether I delivered or sent them to Warrington, but they were never returned to me.

Q. 8. Did you say you made one of these notes payable to you and the other to Mrs. Matthias?

Ans. Yes, sir.

page 29 } Q. 9. You also say, when you met the second time, you prepared the mortgage and notes marked "M" and "N," to which, to use your own language, you say "we agreed." Who do you mean when you say "we agreed"?

Ans. Mrs. Matthias got me to draw up the papers. The "we" refers to her and myself. I then had an incidental interest to the extent of \$400. I did not then know the terms on which Mrs. Matthias had agreed to lend the money. But when they (the first papers) were rejected, it was on account of the time named and the amount of the first note (\$400). I then drew the second papers according to the direction of Mr. and Mrs. Matthias and Mr. Warrington, and Mr. Warrington said draw them in that way and he and his wife would sign them.

Q. 10. What became of the papers that day?

Ans. They were not drawn that day. I went home and drew them.

Q. 11. The deed of bargain and sale was made to Asa B. Warrington?

Ans. Yes, sir.

Q. 12. And he has been in possession of the land since the 1st of January, 1886?

Ans. I don't know when he took possession.

Q. 13. When the negotiations first began for the loan of money you were somewhat interested?

page 30 } Ans. As executor of Mrs. Saunders, or representing Mrs. Matthias's children, I was interested.

Q. 14. And as such there was a proposition to borrow a small sum of money from you?

Ans. There was no proposition to me through Mr. Warrington. He was present, but Mr. Matthias wished to know if I would supplement the money she had with some belonging to her children, for a short time.

Q. 15. And was not that amount \$400?



Ans. Yes, sir.

Q. 16. And were not the first notes written payable on demand?

Ans. One of them—the \$400 note—was made payable on demand, and I explained then to Mr. Warrington why it was so. There were two or three of the other notes (I don't recollect the number), and they were written payable in one, two, and three years, to the best of my recollection.

Q. 17. And you say that Warrington refused also to sign the papers marked "M" and "N"?

Ans. He did not sign them, and they were returned to me, with the statement that he refused to sign them, and I repeat what I said before on that point.

Q. 18. Do you know anything about the distress warrant for rent sued out against Warrington?

Ans. Only that I advised Mrs. Matthias to get the  
page 31 } rent of the land any way she could, as he had promised it, or the interest on the money.

And further this deponent saith not.

H. A. MORGAN.

Wm. F. Goodman, being duly sworn, deposes and says as follows:

Q. 1. What is your name, age, residence, occupation, and do you know the parties to this suit?

Ans. My name is Wm. T. Goodman; age 58; Gates Co., N. C., and a farmer, and I know the parties to this suit.

Q. 2. State anything you know concerning the transactions between Asa B. Warrington and Mr. and Mrs. Matthias relative to borrowing money to pay for the land purchased from G. T. Smith?

Ans. Mr. Smith promised to give a deed for the land as soon as the papers were signed up.

Q. 2. What did Mr. Warrington promise to do in the matter?

Ans. He promised to sign the mortgage and notes as soon as he could get his wife (who was not at home), and have them executed and bring them back.

Q. 3. Where did this occur?  
page 32 } Ans. At Mr. Matthias's house.

Q. 4. Do you know whether the papers referred to were the first mortgage and notes prepared, or the second?

Ans. I do not.

Q. 4. Do you know who has occupied the land in question since Jan'y Ist, 1886?

Ans. Mr. Warrington, I reckon.

And further this deponent saith not.

WM. T. GOODMAN.

Mrs. Angeline Matthias, being duly sworn, deposes and says as follows:

The examination of this witness is objected to on the ground of incompetency and other reasons.

Q. 1. What is your name, age, residence, — — —, and are you one of the parties to this suit?

Ans. Angeline Matthias; my age is 40, residence Gates Co., N. C., and I am one of the parties to this suit and the wife of Wm. H. Matthias.

Q. 2. State all you know of the transactions between yourself and Asa B. Warrington, concerning the loan of money for the purchase of a farm from Geo. T. Smith.

Counsel for Warrington, to test the competency of this witness, asks:

Q. Has your husband, Wm. H. Matthias, any  
page 33 } interest in the subject-matter in controversy in this  
          } suit?

Ans. No, sir; it was my money.

Ans. to Q. 2. I had some money on hand, and borrowed \$400 belonging to my children, and in the hands of Dr. Morgan. I thought I would put it in real estate. I loaned it to Asa Warrington. He came to me, and said he was out of house and home, and persuaded me to buy the land for him, and he would give me a mortgage on the land. I borrowed \$400 of my children's money from Dr. Morgan, and assumed that debt to him, as Mr. Smith wanted cash for his land. Mr. Warrington said he had hauled his manure there, and hated to lose it, and had nowhere to go. Mr. Smith, Mr. Warrington, and Dr. Morgan met at my house. Dr. Morgan furnished \$400 belonging to my children, and I furnished \$540, and paid the whole amount (\$940) to Mr. Smith. Warrington promised to sign the mortgage and notes as soon as he could get his wife. This was the first mortgage and notes prepared. I waited some time for him to return them, and he did not do it, and I went to see him. He was not at home. In a few days he came to my house, and said if I would have another mortgage written, and

page 34 } take out the chattel property, and have it all payable  
 to me, and give him six years to pay it, he would  
 sign the mortgage and all the notes, and pay me one  
 note every year for six years. I got Dr. Morgan to prepare  
 them, and carried them to Warrington myself. He told me he  
 was not going to sign them, nor his wife either, and he would  
 not stay on the land any longer than last year; that he would  
 pay me rent at Christmas, and give me up the place. I told  
 him to give me something to show for the rent, or for the  
 interest on the money, for a year, and he said he would not do  
 that either, but he would pay me Christmas for staying there,  
 and leave the place, as he never expected to pay for the place,  
 and would give up the place. Dr. Morgan was to hold the deed  
 from Mr. Smith until Warrington signed the mortgage and  
 notes to secure me, and, if he (Warrington) failed to sign them,  
 Mr. Smith was to make a deed to me. I went three times to  
 see him about signing the papers; found him on two occasions;  
 once he was away. But he would sign no papers, and  
 give me nothing to show for the money I had paid. I bought  
 the land out of sympathy for him entirely.

page 35 } I returned the papers to Dr. Morgan after Warring-  
 ton refused to sign them. I told him I could not  
 buy land for him and have nothing to show for the  
 rent or interest on the money. He told me I should have the  
 land at Christmas, and he would pay me the rent, or interest  
 on the money, one, and that his word was just as good as a  
 writing would be. But I was not satisfied with that, and wanted  
 something to show for it.

## Cross-Examined.

Q. 1. Where did these conversations take place?

Ans. The conversation about the mortgage and notes and six  
 years' time was at my house. The others were on the  
 farm bought from Smith, where Warrington was then and is  
 now.

Q. 2. You say he agreed to execute the papers, if he was  
 allowed six years' time?

Ans. Yes.

Q. 3. Then that was the bargain between you and him?

Ans. Yes, sir.

Q. 4. Who was present at his house on the three occasions  
 when you met there?

Ans. No one but my daughter, Warrington, and myself.

page 36 } Q. 5. Do you live in North Carolina or Virginia?  
 Ans. In North Carolina.

Q. 6. How many other times and at what places,

except the three mentioned, have you visited Virginia in refer-  
 ence to this matter?

Ans. I have been to Suffolk once.

Q. 7. Did you come to attend to this business?

Ans. I came to see Mr. Wright, my attorney, about it.

Q. 8. About what time was that?

Ans. As well as I can recollect, it was in December.

Q. 9. Was it when you came to have a distress warrant got-  
 ten out?

Ans. I don't know.

Q. 10. Did you authorize the distress warrant to be issued?

Ans. I suppose I did. I told Mr. Wright to collect the rent,  
 or the interest, one.

Q. 11. The distress warrant is dated in October. Was it not  
 about that time?

Ans. I got Dr. Morgan to attend to that, I think.

Q. 12. The distress warrant was gotten out and levy made  
 on Warrington's property?

Ans. Yes; some time last fall.

Q. 13. And is not that levy still pending, except so far as  
 stopped by injunction?

Ans. I don't understand the law on the matter.

Q. 14. Is the property still levied on?

page 37 } Ans. I don't know. I have no rent or interest, as  
 he promised to pay me.

And further this deponent saith not.

ANGELINE MATTHIAS.

Exhibit "A."

March 9th.

Mr. Smith,—I am not going to sign the deed that Dr. Morgan  
 wants me to sign, because I cannot pay the money in twelve  
 months, and, if he wants the deed, give it to him.

Respectfully,

A. B. WARRENTON.

And on the same day—to-wit, at a Circuit Court begun and  
 held for the county of Nansemond, at the court-house, on the  
 10th day of October, 1889—the following deposition, and the  
 exhibits therewith filed, were, with the consent of the parties,  
 filed and read as evidence on behalf of the defendants in this  
 cause—to-wit:



## Depositions.

Asa B. Warrington, the defendant, being duly sworn (notice of his examination being waived, and his deposition taken by consent of parties), deposes and says as follows :

Q. 1. What is your name, age, residence, occupation, and are you the defendant in this suit?

Ans. My name is Asa B. Warrington ; age 30 ; reside in Nansmond county, and a farmer, and I am the defendant in this suit.

Q. 2. State what you know of any agreement between yourself and Mrs. Angeline Matthias, or any other parties, for the loan of money with which to purchase a farm from Geo. T. Smith?

Ans. Some time in the spring of 1885 Mr. Matthias  
page 38 } and his wife came to my house one Sunday, and Mr. Matthias asked me why I did not buy a piece of land somewhere, instead of paying such rent as I was paying. I replied that I was not able to buy, as I had no money. He said he expected some money that fall and would let me have it. After that I was talking to a man about a piece of land, Mr. Ed. Hill, and I had offered him a certain sum, which he refused. Afterwards Dr. Morgan passed by my house and called me to the gate. I went out, and he asked me if I wanted that piece of land. I asked, "What land?" He then replied, "The Ed. Hill tract, at Snsbury." I said I wanted it, but did not have the money, though a party had promised to let me have some money. The Doctor then said, if I wanted the land, I could get the money. I told him of two other places, one of which I had seen, the other I had not, and he said one of the places was cheap, and if I wanted it I could get the money for that, if I could buy it, but he doubted whether the man's wife would sign the deed ; this was the Eugene Rawls land.

The other place referred to was the one where I am  
page 39 } now living, the Geo. T. Smith land. On Monday I went to Mr. Smith, and he told me what I could buy his land for. I came home, got my dinner, and started to Dr. Morgan's and Mr. Matthias's, and saw Mr. Matthias and had some conversation with him, and he said he and Dr. Morgan had agreed to let me have money to buy some land. I went on to Dr. Morgan's. He was not at home ; returned next day, and he was gone. I finally found him, and told him I had been to see Mr. Smith about his land ; and he asked me what I thought of it, and what it could be bought for, and I said I could buy it for \$1,000. He then said he would like to see the land before he invested any money in it, but did not have

time to go to see it. I then proposed to take some other man, and he said, "Take Billy Matthias." Matthias and I went and looked at the land. He walked over it with me, and said he thought it was cheap enough. We returned to the Doctor, and he asked what he thought of it, and he said it was cheap enough. Dr. Morgan then said : "If that is the case, Asa, go back and pay him five or ten dollars, and take a receipt for it." The next day I went back to Smith, page 40 } bargained for the land, and paid him \$10 to confirm the bargain, and I have the receipt for the same, which is not disputed. Dr. Morgan and Mr. Matthias agreed to let me have the balance of \$940, and pay it the 1st day of January, 1886, when Smith was to get the balance of his money.

Q. 3. Please state the bargain or terms on which you were to get the balance of the money, and especially as to the time of payment, or time in which you were to repay them?

Ans. They were to give me time, but did not say how long. They said : "We will give you time to pay for it." I asked about interest. Dr. Morgan said the law only allows 6 per cent., though we ought to have 8 per cent.

Q. 4. Did you then, or not, agree to execute a deed of trust and bond to them for the purchase-money, provided they would give you time for its payment?

Ans. I agreed to give them a deed of trust on the land.

Q. 5. Was the deed of trust and bonds then sent to you to sign?

Ans. Not then. I was passing Mr. Matthias's some time in February, 1886, and he called me, and said he had some papers for me to sign. He gave me the papers which I now produce and file, marked "Deed of Trust" and "Bonds Nos. 1 and 2."

Q. 6. State what was — amount of first bond and  
page 41 } when payable?

Ans. First bond was for \$400.00, payable on demand, to Dr. Morgan ; the second was for \$540.00, payable one year after date, to W. H. Matthias.

The bonds having been filed, exception is taken to this question, and to the witness looking at the papers to correct his memory.

Q. 7. Did you sign that deed and those bonds?

Ans. No, sir.

Q. 8. State why you did not?

Ans. Because they were not according to agreement.

Q. 9. Did you then send exhibit marked "A," of date March 9th?

Ans. I did.

Q. 10. Did that have reference to the first deed of trust and bonds?

Ans. It did.

Q. 11. Wherein were the deed and bonds different from the contract?

Ans. In the first place, they made one bond payable on demand, the other in one year, and they wanted to include also my household and kitchen furniture, horse, buggy, and farming implements and cattle in addition to the land.

Q. Did you then have a conference with them, or any of them, in reference to the preparation of a new deed of trust and bond or bonds.

Ans. Some time in March Mrs. Matthias came to page 42 } see me, but I was not at home. She left word for me and my wife to come down there, that they wanted to see me.

Q. 13. State directly what bargain you made about borrowing the money?

Ans. Mr. and Mrs. Matthias, the morning I went down to see them, said I had refused to sign the papers they had sent me, and wanted to know what I would do; that they would do whatever I said; that they had paid Dr. Morgan his money, and taken the matter out of his hands. I told Mr. Matthias if they would give me six years' time, I would give a deed of trust on the land, and pay interest at end of every year, and as much more as I could, and at the end of the six years, if I had not paid all, I would try and borrow the money from some one else and pay them.

Q. 14. The deed of trust and notes, marked "M" and "N," are divided into six equal parts, one part in each note, and the notes falling due, respectively, one, two, three, four, five, and six years, with interest from their dates. Now, when you said you would pay them six years from date, did you mean, or not, six years as a whole, or that you would pay them one sixth part, with interest each year?

Excepted to, as leading and suggestive.

Ans. I meant to make one note payable in six page 43 } years, and pay the interest, and as much more as I could, each year.

Q. 15. Was that the bargain between you?

Ans. Yes, that was the bargain.

Q. 16. What was your reason for refusing the second deed and six notes?

Ans. It was not according to the agreement.

Q. 17. In what respect did it differ from agreement?

Ans. They made six different payments, and I was to give one note, payable in six years, and the notes were written in such a way that failure to pay any one of them gave the trustee a right to foreclose the deed.

Q. 18. State whether or not the deed of trust states that fact?

Excepted to—the deed is the best evidence.

Here counsel for Warrington shows him the deed, to which exception is taken, the witness having stated that the notes provided for a sale. (Reading from the deed, filed as "M," counsel for Warrington is here pointing out the particular parts of said exhibit which he desires him to see.)

Ans. Yes; the deed so states.

Q. 19. Then I understand that was one of the reasons why page 44 } you declined to sign said deed and bonds, because you were liable to be sold out in default of payment of any one bond, when, according to contract, you were to have six years to pay for it?

Excepted to.

Ans. That was one reason.

Q. 20. State whether or not you are willing, or not, even at this time, to give a bond for amount due Mrs. Matthias, and to secure the same by deed of trust upon the land in question, if said bond be made payable six years after date, you to pay interest thereon annually, according to your contract, if they will pay the costs of this suit, which they first originated?

Ans. Yes, I will.

Q. 21. Did you ever, on any consideration, promise to pay anybody any rent for this land?

Ans. No, sir.

Q. 22. Mrs. Matthias, in her testimony, has said that she loaned you the money out of sympathy; that you said you were out of a house and home; that you had hauled your manure on the farm, and hated to lose it. Please state why you were out of a house and home, and why you had hauled your manure on that farm?

Ans. Because Mr. Matthias and Dr. Morgan had promised to let me have the money, and Mr. Smith had given me privilege to go there and work, and at the first of the year they refused page 45 } to pay it, and I told Mr. Parker, whose land I rented for 1885, that he could let any one who wanted have his place, and Mr. Smith would not let me move into his house until some arrangement was made to pay him his money.



Q. 23. Did the plaintiffs get out a distress warrant and have a levy made on your property?

Ans. Yes, sir.

Q. 24. Did Mrs. Matthias then claim to be the landlord of the property?

Ans. I suppose so.

Q. 25. Is or not that distress warrant still standing, save in so far as the injunction interposed?

Ans. I suppose it is.

### Cross-Examined.

Q. 1. When did you first mention to Mr. Matthias or his wife anything about borrowing money to buy land?

Ans. Mr. Matthias first proposed to me.

Q. 2. When was that?

Ans. Some time in spring of 1885.

Q. 3. Did you live near them?

Ans. Yes, sir.

Q. 4. And they knew your condition?

Ans. Yes, sir.

Q. 5. Did you not apply to Dr. Morgan, in fall of 1885, for help in buying land?

Ans. After he said I could get it I took that as an offer.

Q. 6. Did you go, in company with any one else, to see him?

Ans. Not at first. Mr. Matthias went with me to see him the day we went to look at the farm.

Q. 7. Did you then ask Dr. Morgan for money?

Ans. No. Mr. Matthias told him he had been to look at the place and thought it was cheap.

Q. 8. Did you not, after refusing to sign the first deed and bonds presented to you, meet Dr. Morgan at Mrs. Matthias's house, and state, in the presence of Dr. Morgan, Mr. and Mrs. Matthias, that if they would strike out the chattel property and give six years' time and six equal payments, that you would sign such bonds and a deed of trust securing them?

Ans. I did not agree to sign the papers they had then.

Q. 9. Were you not at that time in possession of the land, and had not Mrs. Matthias paid Mr. Smith the \$940 due on the land?

Ans. I was in possession of it. I never saw her pay the money.

Q. 10. Did you not know it had been paid?

Ans. Mr. Matthias said so.

page 47 } Q. 11. Did you know it from no other source?  
 } Ans. Dr. Morgan said it had been paid.  
 } Q. 12. How did you get possession if it was not paid?

Ans. On January 1st Dr. Morgan paid \$400. I saw that paid. Geo. Smith gave me the keys, and Billy Matthias told me to go there and go to work.

Q. 13. Did you not say just now that Geo. Smith refused to give you possession until the money was paid?

Ans. Yes, sir.

Q. 14. Then, when you got possession you had every reason to know that the money had been paid?

Ans. No, sir; I knew it had not all been paid.

Q. 15. Did Mr. Smith ever make you a deed for the property?

Ans. Yes; the deed has been made.

Q. 16. When was it made?

Ans. January 1st, 1886.

Q. 17. Was the deed delivered to you?

Ans. No, sir.

Q. 18. Why not?

Ans. Dr. Morgan wanted to keep the deed until he got a deed of trust on the land.

Q. 19. And you promised to give such a deed of trust?

Ans. I promised to give a deed of trust if they would give me time to pay for the land in.

page 48 } Q. 20. Don't you consider a credit of six years, with  
 } six equal annual payments, very liberal and easy  
 } terms?

Ans. I don't consider that the agreement. I consider six years the agreement.

Q. 21. Did you ever say to Dr. Morgan, or Mr. Matthias, or his wife, before you got possession of the land, that you claimed such an agreement?

Ans. No, I did not, because it was some time in April, 1886, before I said anything about the six years. They agreed to give me time, but did not say how much time.

Q. 22. And you went on the premises with that understanding?

Ans. I did.

Q. 23. Did not Mrs. Matthias come to see you during the year 1886 two or three times, and insist that she should have something to show for her money?

Ans. She came once when I was gone, and then came again and said she wanted something to show for her money.

Q. 24. Did you give her anything to show for it?

Ans. No, sir.

Q. 25. You knew she had paid for the land, and yet you would give her nothing for it?

Ans. I took their word for it. I did not see it paid, and I gave her nothing for it.

Q. 26. And you made her no promise in any way?

Ans. I told her if she would pay me for my manure and give me \$100, I would give her up the land. That was in April, and I had planted part of my crop.

Q. 27. You did not write the note saying Dr. Morgan could take the deed for the land, and that you would not sign the deed and bonds?

Ans. I did not write to Dr. Morgan. I wrote Mr. Smith.

Q. 28. But you did not intend to pay anything for the time you had the money, or for the use of the land?

Ans. I had not had a chance to pay it before they came and warranted me for rent.

Q. 29. Did you not tell Mrs. Matthias that you would give up the land last Christmas?

Ans. No, sir; I did not.

Q. 30. Then you did not intend to give up the land, or pay anything for the use of it?

Ans. I had no chance to do anything. They did not come to me to see what I would do.

Q. 31. Did not Mrs. Matthias come to you during the year?

Ans. She came in April.

Q. 32. Did you then promise to do anything?

Ans. Only to give up the land if she would give me \$100 and pay for my manure?

Q. 33. Did you not know all the time, and do you not know now, that you owe them for the amount they paid on the land?

Ans. Of course I do, if they paid it.

Q. 34. Do you pretend to say they have not paid it?

Ans. No, I have not said that.

Q. 35. When they befriended you in this way, was it not a very little thing for you to go to them and say what you intended to do?

Ans. I have to work for my living, and lost two months riding after them the first part of the year, and they did not wait to see what I would do, but sent the constable and warranted me for rent before the end of the year.

Q. 35. Did you intend to pay them rent if they had not warranted you for it?

Ans. I did not owe them any rent.

Q. 36. What did you owe?

Ans. I owed them the money they said they had paid on the land.

Q. 37. You repeat "they said they had paid it." Now, I want to know whether you doubt that they have paid it?

Ans. No, I do not doubt it.

Q. 38. Did you intend to pay them any part of this money if they had not warranted you?

Ans. I intended to pay the interest if they had not warranted me, and if I could have paid any more I would have done it.

Q. 39. Did you ever give them any assurance or promise, or in any way intimate to them, that you would pay even the interest on what they had paid?

Ans. No, sir; I did not.

Q. 40. When I approached you here in Suffolk, as their counsel, and urged you to close the matter up, did you not positively decline to do anything?

Ans. That was after the warrant was served on me, and I declined to do anything because they had warranted me.

Q. 41. After the warrant was brought did I not say to you that, as their counsel, if you would then execute the deed and bonds, I would dismiss the warrant and pay the costs?

Ans. No, sir. You said nothing about paying costs.

Q. 52. State what did occur?

Ans. You insisted on my coming to your office, and I did not say whether I would or not, and I did not come.

#### Re-Examined.

Q. 1. Mrs. Matthias, in her testimony, has stated that, after you refused to sign the first bonds and mortgage, that you were to have six years to pay for the land. Is it not a fact that she has correctly stated the contract?

Ans. Yes, sir.

Q. 2. And was not that the real bargain?

Ans. Yes, sir.

Q. 3. And have you not always been willing to carry out that bargain?

Ans. I have.

Q. 4. And are you not yet willing to carry out that bargain?

Ans. I am, provided they pay the costs of this suit, as they first started it.

Q. 5. While that was the real bargain, have they not, on each and every occasion, produced notes, deeds, contrary to that bargain, for you to sign?

Ans. They have.

Q. 6. And is not the real reason why you have not up to this date signed any such notes or papers?



page 53 } Ans. It is.  
 } Q. 7. And after you refused to sign papers which  
 } they had drawn, entirely contrary to the bargain, did  
 not they not then set themselves up as landlords, and levy a  
 distress warrant upon your property?

Ans. I should suppose so from the warrant.

Q. 8. And is it not a fact that they did not have either a deed  
 for the land or the possession thereof?

Ans. It is.

Q. 9. And therefore you owed them no rent?

Ans. I do not.

#### Re-Cross-Examined.

Q. 1. Did you have any deed for the land yourself?

Ans. Geo. T. Smith made a deed to me.

Q. 2. Did he deliver it to you?

Ans. No, sir.

Q. 3. Did you have any right to demand its delivery to your-  
 self?

Ans. If I had a mind to, I could. It was left it to my choice  
 to demand it or not.

Q. 4. Why did not you demand it?

Ans. Because I wanted to fix up the papers according to  
 agreement, and I let it run on, thinking they would fix the  
 } papers some time during the year, according to agree-  
 page 54 } ment.

Q. 5. And you have never demanded the deed?

Ans. No, sir. I have been in possession of the land since  
 January 1st, 1886.

And further this deponent saith not.

A. B. WARRINGTON.

#### Exhibit "Deed of Trust."

This deed, made the 1st day of January, 1886, between Asa  
 B. Warrington and wife, Nettie M. Warrington, 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. Warrington and wife, Nettie M. War-  
 rington, 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 estimated to contain one  
 hundred and sixty acres, more or less, and bounded by the

lands of Burwell R. Smith, James R. King, Tom Drake, and  
 others, it being the land sold the 26th day of November, 1885,  
 by George T. Smith to the said Asa B. Warrington, together  
 with all and singular appurtenances belonging to the same.

page 55 } In trust to secure H. A. Morgan a bond of four hun-  
 } dred (\$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 authorized and empow-  
 ered to sell the above-described property (real) for cash, by  
 public auction, after due advertisement of the time, place, and  
 terms of sale according to law, if default be made in the pay-  
 ment of either one of said bonds, and out of the proceeds 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:

[Seal.]  
 [Seal.]

page 56 } The items of personal property were erased before  
 } signing this deed.

#### Exhibit "Bond No. 1."

\$400.

On demand, with interest from date, I promise to pay H. 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.]

#### Exhibit "Bond No. 2."

\$540.

One year from date, with interest from date, I promise to  
 pay Wm. H. 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 I  
 page 57 } 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.]

And on the same day—to-wit: At a Circuit Court begun and held for the county of Nansemond, at the court-house, on the 10th day of October, 1889.

|                               |               |   |              |
|-------------------------------|---------------|---|--------------|
| Angeline Matthias and William | Complainants, | } | In Chancery. |
| H. Matthias, her husband,     |               |   |              |
| against                       |               |   |              |
| Asa B. Warrington and George  | Defendants,   | } |              |
| T. Smith,                     |               |   |              |

This cause came on this day to be heard upon the bill of the complainants, the answer of the defendants, the depositions taken by both parties, and was argued by counsel.

On consideration whereof the court doth order, adjudge, and decree that the defendant, Asa B. Warrington, recover of the plaintiffs the costs of this suit; that the said defendants be required to pay the same. And, nothing further appearing to be done, it is further ordered that this cause be removed from the docket.

page 58 } A true transcript of the record.  
 Teste: A. P. GOMER, Clerk.

I, A. P. Gomer, clerk of the Circuit Court of the county of Nansemond, do certify that the foregoing are true copies of such parts of the record in the above-styled chancery cause as were directed to be copied by the respective counsel therein.

Certified under my hand this 12th day of September, 1890.

A. P. GOMER, Clerk.

Fifteen dollars is the fee of the clerk for the foregoing transcript of the record of the chancery cause therein mentioned.

A. P. GOMER, Clerk.

12th September, 1890.

A copy.—Teste:

GEO. K. TAYLOR, C. C.

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Oct 13th  
1894

Matthias Sal.

vs.

Warrington Sal.

This Cause came on this day to be again heard on the papers formerly read and on the report of Special Commissioners, Wilbur J. Kilby and Robert R. Prentiss, filed on the 25th day of September 1893 (the same being a Report of the collection of money and the disbursement of ~~the same~~ thereof in pursuance of the decree entered herein on the first day of July 1893), and was argued by counsel.

On consideration whereof the Court doth approve and confirm the said Report to which no exception has been taken, and doth adjudge, order and decree that the proceedings had herein be final and binding between the parties; and nothing more remaining to be done herein it is ordered that this cause be removed from the docket.



Matthias Sal.

vs } In Chy.

Warrington Sal.

---

In the Circuit  
Court of Chause-  
mond County.

October 11<sup>th</sup> 1893

Final decree

To be entered

OK J

Entered in Chancery  
Order Book  
No. 2 Page 510.

Angelina Mathias &c

$\frac{11}{15}$

Asa B. Warrington &c

{ In chancery

\* This cause came on this day to be heard upon the Bill of the Complainants, the answer of the defendants, the depositions taken by both parties and was argued by counsel. on consideration whereof the court doth order adjudge and decree that the defendant Asa B. Warrington recover of the plaintiffs the costs of this suit, that the said defendants be required to pay the same, and nothing further appearing to be done, it is further ordered that this cause be removed from the docket.



Mathias<sup>(14)</sup> vs Warrington  
Final Decree.

To be entered.

C. H. Hill

1887 October 10<sup>th</sup>

Entered Chancery  
Order Book No 2.  
p. 283.

Mathias et al

vs

Warrington et al

The answer of the defendant Asa. B. Warrington to a Bill of Complaint filed against him by Angeline Mathias and her husband Wm Mathias.

This defendant now and at all times hereafter saving and reserving unto himself all benefit and advantage which can or may be had or taken to the many errors, uncertainties and other imperfections in the said Bill of Complaint contained for answer thereto, answering saith:- That it is true he negotiated to purchase a farm <sup>from</sup> Geo. T. Smith and is now in possession thereof, but denies that he ever made any such bargain or had the transactions as set forth in said Bill; that he has always acted in good faith and is now still perfectly willing to carry out his contract as he made it. That he is a young man of small means and with but little education, while the Complainers are money lenders in a general sense, who drove a hard bargain against him, and before the execution thereof, allowed it to suit themselves to his great damage and against his interest; and he further says



that the complainants action in the matter was not as they say, "a desire to keep him" but from a common desire to loan their money, and that they did not rely as they say upon his honor or integrity, but upon certain well defined and skillfully drawn mortgages and other binding papers which placed him completely at their mercy. He further says the facts were as follows showing that he would not have been homeless but for the action of said Mathias: that he had no home of his own but was a renter and that said Wm Mathias approached him and told him to rent no longer - that it was a costly business - but to buy a farm of his own, and that if he did not have the money, he Mathias would lend it to him. that he did purchase the farm spoken of, of Geo. T. Smith for the sum of \$950 and paid \$10 for on the same - that he had several conferences with the parties named and with H.A. Morgan - that they kept him travelling to and fro for over a month before the Mathiases and their chief advisor and witness H.A. Morgan could agree among themselves, but that it was finally agreed that Morgan should hold the deed of Bargain & Sale from Smith to

this defendant until the bargain could  
be consummated. Consummated. That the  
final bargain was, that this defendant  
was to have the money \$940 at six years  
time, with annual interest paid, to give  
his note for the same, secured by a deed  
of trust on the land, when Morgan was  
to deliver up the deed of Bargain and  
sale to this defendant. Morgan who is a  
physician and not a lawyer, was then asked  
by Mathias to prepare the papers but instead  
of doing<sup>ing</sup> them + then when all parties were  
present he went home and prepared them,  
not according to contract and agreement  
for instead of six years time being given  
one bond was prepared for \$400 payable on  
demand and another bond<sup>for \$540</sup> was prepared  
payable one year after date; that a trust  
deed was prepared conveying not only the  
farm but all the personal property of every  
description including even the beds used by  
his family and the stove wherein his food  
was cooked, as well as the cradle occupied  
by his infant child, with a special proviso  
that in case of one bond's default in payment  
of either bond, then all was to be sold  
for cash; this was the way the complainants  
cheated him, and trusted to his honor and



integrity. These bonds and this deed of trust <sup>he</sup> refused to sign because A they were absolutely contrary in every sense to the contract he had made - they did not embody his contract but were repugnant thereto - he was then willing to carry out in good faith, his contract and to specifically perform it, but he was hindered delayed and prevented from so doing by the avarice which prompted the complainants to <sup>endeavor to</sup> force him into another and a harsher bargain, which he promptly refused to countenance. See Ex ~~to~~ marked No 1 + 2.

The complainants then, well knowing that they had <sup>not</sup> done what was just and equitable, promptly receded from their utterly unjustifiable proposition, and came forward with another proposition which was still outrageously different in many material respects from the oral contract. Knowing their contract to be six years time to this defendant secured by Trust deed on farm, they now approach him with six bonds for \$156 <sup>66</sup>/<sub>100</sub> each payable respectively 1. 2. 3. 4. 5 + 6 years after date with interest payable annually, and with a trust deed, which stipulates, that, although six years time is apparently to be given, if default be

made in the payment, not of the interest, <sup>but</sup> ~~of~~  
of the principal of one single bond  
then immediate sale for cash shall be  
made of the entire farm and the whole  
indebtedness <sup>\$540</sup> for six years together with all  
interest on the same shall be forthwith  
paid - so that in case your this defendant  
should have been sick or for other good cause  
failed to pay the first year bond in full  
then sale for cash could be made and  
bonds not due by these facts for five or  
six years more to be paid out of the  
proceeds cash down - in other words and  
apparent credit of six years with an attach-  
ment provided for forcible collection in one  
year. This was not your defendants contract  
and therefore he refused to sign it but  
did then aver that he was willing to carry  
out in good faith his real and true  
contract whenever it was presented in  
writing with the stipulations honestly and  
truly set forth.

It is true that this defendant did not  
pay the first years interest, for the reason that  
the Complainants who were so anxious to  
give him time, actually violated the law  
by forcibly seizing all his crops and  
property before the first years <sup>interest</sup> ~~cash~~ was due



thus annoying him and actually preventing him from paying the said interest: and as for the two years he has occupied the farm, he has more than doubly paid any interest due, by the improvements he has made thereon, by fencing, clearing, ditching and hauling mud upon the farm as well as by saving all the stable and barn yard manure and putting the same thereon: besides carrying a great quantity of stable manure thereon when he first moved to the premises.

The defendant further says that his wife is not a party to this suit, she has not been made a party thereto by the complainants, she is not before the Court and therefore not subject to any of its decrees or orders: moreover she has never been a party or privy to any of these transactions - she has never made any promises whatever and hence she cannot be decreed to do anything in the premises.

This defendant says therefore these complainants cannot ask for specific performance of the contract because they have not done equity - they have not carried and performed their part of the contract, and he further says he is still willing to carry out in good faith his real and

time contract as made with the  
Complainants - but he is now willing  
to pay two years back interest, when he has  
been more than doubly damaged by the  
illegal acts of the Complainants. He is  
now willing as he has ever been, to give  
one bond for \$940 the whole of the purchase  
money, of even date herewith, with interest  
from date payable annually, the bond to  
run six years and to be secured by  
a Trust deed on Farm, This is the contract,  
And now having answered the Com-  
plainants Bill this respondent prays to  
be hence dismissed with his reasonable  
costs in this behalf expended and he  
will ever pray &c. A. B. Warrington

Hammond County to wit:- This day  
personally appeared before me Asa B.  
Warrington whose answer is above written and  
made oath that the statements contained  
in said answer are true.  
Given under my hand this 12<sup>th</sup> day of  
December 1888.

R. W. Rawls  
Notary Public.



Answer of <sup>(13)</sup>

A. B. Warwington

Ans. Feb. Sept. 1888

Mathias et al  
vs

Warrington et al.

The answer of Geo. T. Smith to the  
Complainant's Bill of Complaint.  
This defendant reserving and saving &c.  
answering saith:-

That he sold the farm in controversy  
to Asa B. Warrington for \$950, of  
which said Warrington paid down  
\$10 and in a short time ~~paid~~ the remainder  
of \$940. <sup>was paid</sup> That he made a warranty deed  
of bargain and sale to said Warrington  
for the farm and delivered the same  
to Dr. Morgan at the request of the  
parties and that he gave Warrington the  
Keys to the House on the farm.

But this defendant denies most em-  
phatically that he ever promised anybody  
any when or under any circumstances  
to make any other deed for said farm,  
and he says that the plaintiffs bill in  
this respect is untrue and likely to  
deceive and mislead the Court.

He further says that as for Honesty and  
integrity the defendant Warrington whom he  
well knows, stands far as high as any party  
on the other side of the case and for



truth and veracity, much higher than  
the complaints and some of their  
witnesses. He further says he has read  
the answer of Worthington in this case  
and in his recollection of the matter as  
he heard it, it fully and truthfully  
states the case; that he has made an  
oath for this form and delivered it  
to the parties claiming it; that the form  
does not now belong to him and that  
he cannot make any other oath for it  
to anybody and that he has no interest  
whatsoever in this suit, and prays hence  
to be dismissed with his reasonable  
costs and he will ever pray &c.

Geo. T. Smith

Virginia Nansemond County to wit:-  
I hereby certify that Geo. T. Smith has this  
day appeared before me and made oath  
that the statements in his answer are  
true. Given under my hand this 2<sup>nd</sup> day  
of April 1888.

R. A. Lamb N.P.

(4)

Answer of Gen L,  
Smith

---

✓



This Deed made this the first day of January 1886 between  
Asa B. Warington, and wife Nellie Warington of the County of  
Hanover 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 Burrill 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  $\frac{66}{100}$   $\frac{2}{3}$  dollars  
each, dated with their 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  
at the

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 & all interest due thereon to the  
said Angelina Mathes 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



Exhibeb (B)

Mc

#156.66 $\frac{2}{3}$  Five years after date with interest from date at  
6 pr. ct. pr annum payable annually I promise to pay Angelina  
Mathias or her heir or assigns the sum of One Hundred &  
Fifty Six  $\frac{66\frac{2}{3}}{100}$  Dollars for value recd this the 1<sup>st</sup> of Jan  
1886 My hand & seal

(Seal)

#150.66 $\frac{2}{3}$ . Six years after date with interest from date  
at 6 pr. ct. pr annum payable annually, I promise to pay  
Angelina Mathias or her heir or assigns the sum of  
One Hundred & Fifty Six  $\frac{66\frac{2}{3}}{100}$  Dollars for value recd  
this the 1<sup>st</sup> of January 1886. My hand & seal

(Seal)



\$ 156. 66  $\frac{2}{3}$

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

Seal

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

Seal

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

Seal

\$ 156. 66  $\frac{2}{3}$  Four years after date with interest from date at 6 per ct. per annum payable annually. I promise to pay Angelina Mathias or her heir or assigns the sum of One Hundred & Fifty-six  $\frac{66\frac{2}{3}}{100}$  Dollars for value recd this the 1<sup>st</sup> day of January 1886. My hand & seal.

Seal

Exhibita 15)

N



**This Deed,** made the 26th. day

of November in the year of our Lord one thousand eight hundred and ~~eighty~~ <sup>eighty-five</sup> between George T. Smith

\_\_\_\_\_ and  
Annie E. \_\_\_\_\_ his wife, of the County of Hansemond

in the State of Virginia, of the one part, and Asa Barton  
Warrington \_\_\_\_\_ of the County of Gates,  
in the State of <sup>Carolina</sup> North of the other part, **Witnesseth:** That in  
consideration of the sum of Nine hundred and  
fifty (950) dollars, \_\_\_\_\_  
the said George T. Smith and Annie E.

his wife, do grant with general warranty, unto the said Asa Bar-  
ton 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 Hansemond in the State of Virginia,  
near Somerton, on the Freeman's Mill  
road, and bounded by the lands of  
Purwell R. Smith, on the North: the  
lands of James R. King, on the West:  
the lands of Tom Drake, Mrs. H. A.  
Howell and Purwell R. Smith, on the  
South: and by the road leading from  
Somerton to Freeman's Mill and the  
lands of Willis Denton, 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 T. Smith  
acquired title, by Deed, from Purwell  
R. Smith & Sarah M. his wife, dated  
the 1st. day of January 1880, and duly  
recorded the 6th. day of March, 1881,  
in the Clerk's Office of Hansemond  
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 D. Smith ~~man~~ 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 D. Smith [SEAL.]

Witnesses:

Annie E. Smith [SEAL.]

State of Virginia,

} To wit:

County of Nansemond  
I, Peter B. Prentiss, 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 D. Smith, ~~man~~ 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 ~~seventy~~ eighty-five.

Peter B. Prentiss  
Commr. in Chy.

Virginia,

} To wit:

County of Nansemond  
I, Peter B. Prentiss, a Commissioner in Chancery of the Circuit Court in and for the said county, in the State of Virginia, do certify that George D. Smith ~~man~~ 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. Prentiss,  
Commr. in Chy.



Deed of Bargain and Sale.

---

George D. Smith &  
wife

TO

Asa Barton Warrington

---

Exhibit  
"D"

---

A Copy  
Teste:

A. P. Gomer  
Clerk.

Matthews & al :

vs"  $\int$   $\frac{3}{4}$  Xbts. filed  
with the Bill

Warrington



To Hon<sup>ble</sup> C<sup>W</sup> Hill, Judge of the Circuit Court  
of Harseman County:

Complaining Shew  
unto Your Honor, Your Complainants, Ange-  
line Matthias and Mrs H. Matthias her hus-  
band, that some time in the latter part of  
the year 1885, Asa B. Warrington, of the said  
County applied to Your Complainants for the  
loan of money with which to pay for a cer-  
tain farm which he had agreed to buy from  
one Geo. P. Smith; the said Warrington alleg-  
ing at the time that he was out of a house,  
and that if Your Complainants would lend  
him the money, he would secure the same to  
them by a Deed of Trust upon the land. After  
considering the matter, Your Complainants  
concluded to lend to said Warrington, and did  
lend him the sum of Nine hundred and  
fifty dollars, he agreeing that the Deed for  
said land which had been made to him should  
be placed in the Custody of Dr. H. A. Morgan  
until the said Warrington and his wife could  
execute the Deed of Trust on the land to secure  
to Your Complainants the amount loaned  
him with which to complete the purchase of  
said land, which Deed of Trust he promised  
to execute promptly. No definite time was  
stipulated in the agreement first made by

X  
your complainants with said Marlington  
as to the time in which he should repay to  
them the amount loaned, but they were dis-  
posed to give him reasonable indulgence, so  
long as he would keep the interest paid on the  
amount loaned. With the money advanced  
by your complainants, and which was paid  
to said Geo. J. Smith, at the time of the delivery  
by him of the Deed for said land, the purchase  
was completed and said Asa B. Marlington  
has since been in possession of said land  
enjoying the profits thereof. But when your  
complainants applied to him to execute the  
<sup>bonds</sup>~~notes~~ for the money loaned him by them  
and the Deed of Trust on said land to secure  
the same, the said Marlington absolutely  
refused either to sign the <sup>bonds</sup>~~notes~~ or execute  
the Deed of Trust, as he had agreed to do be-  
fore entering into possession of said land.  
The Deed from Geo. J. Smith and wife, to said  
Asa B. Marlington, which was by his direc-  
tion in possession of Dr. H. A. Morgan, un-  
til the <sup>bonds</sup>~~notes~~ and Deed of Trust, should be ex-  
ecuted as promised, is herewith filed as part  
of this Bill, marked "B", and the bonds pre-  
pared by your complainants, and presented  
to him for execution, but which he refused  
to sign, are also herewith <sup>filed</sup>~~presented~~ as part.



of this Bill, and reached "U". The Deed of Trust on said land, to secure the payment of said bonds, prepared by Your Complainants and presented to said Warrington for Execution, according to agreement, but which he refused to execute, is also filed herewith as part of this Bill, reached "U". In paying the said money to complete the purchase of said land Your Complainants were actuated by a desire to help said Warrington, and relied upon his honor and integrity, promptly to comply with his part of the agreement. They charged him only six per cent interest upon the loan, But getting possession of said land, and believing himself secure therein, he violated every promise made to Your Complainants, and still refuses to comply with his promise in the premises, or to pay any interest on the money loaned him, or a fair equivalent as rent of the said land, which he also promised to do, if he failed to execute the Deed of Trust and bonds. All of which acting and doing on the part of said Warrington are contrary to Equity & good Conscience. In tender consideration whereof, for as much as Your Complainants are without remedy in the premises, save by the aid of a Court of Equity, where such matters are properly cognizable

and relievable, Your Complainants pray  
that said Asa B. Warrington may be  
made a party defendant to this Bill, and  
required to answer the same (answers on  
oath being waived); that the said agree-  
ment entered into between Your Com-  
plainants and said Asa B. Warrington  
may be specifically performed and carried  
into Execution, Your Complainants  
having performed their part of said  
agreement, by the payment of the money  
as aforesaid; and that said Asa B. Warring-  
ton may be compelled to execute the bonds,  
and Deed of Trust on said land to secure  
the same, and pay the interest now due  
thereon, and the bonds already past due,  
the said Deed of Trust to contain the relin-  
quishment of Dower in said land by the  
wife of said Warrington, as was the agree-  
ment made with him by Your Complainants;  
and that Your ~~Complainants~~ Complainants may have  
such other, further and general relief as their  
cause may require or to Equity may be met.  
And Your Complainants will ever pray &c.

Geo. H. Wright, S. C.

Hausenwood County, to wit.

J. Geo. H. Wright,  
a Notary Public for said County, in the State



of Virginia, do certify that Angeline  
Matthews one of the complainants in  
the foregoing Bill of complaint, free-  
specially appeared before me in my said  
County and made oath that the State-  
ments contained in said Bill are  
true to the best of her knowledge, infor-  
mation and belief -

Given under my hand this 4<sup>th</sup> day of  
Nov 1887,

Geo H. Wright, J.P.

(1) Weight p. 2

Matthias & al - Platt

20 } In Chancery

Warrington - Dft -

Bill & Exh lts

Warrington & Co.



Angeline Matthias and Wm. H. Matthias, her husband  
vs J. Lohy: Notes

Assn 15. Newington N

1887. Octo: 17th: Sum. in Chy. issued to Nev: Supr., 1887.

" Nov: 7th: Bill & 3Xts. filed - Decree in sc. vs dopts.

Chy. Notes



Original

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Chancery Papers

---

Angeline Matthias and  
Wm. H. Matthias, her husband.

Against

Asa B. Warrington &

1889  
October Term  
Final Decree

---

Replaced on  
the Docket  
April Term 1893

1893. October 11<sup>th</sup>  
Final Decree

Newseward & Co.

Angeline Matthias  
Against } Dr Chancery  
Asa B Warrington  
costs

|                                |          |
|--------------------------------|----------|
| C H Causey & Co.               | ✓ \$4.04 |
| A P Gomer Clerk                | ✓ 2.93   |
| A P Gomer for Making up Record | ✓ 15.00  |
| W H Horwell Sheriff            | ✓ 1.00   |
| Writ Tax & Attorney            | ✓ 16.50  |
| Court of Appeals               | ✓ 104.43 |
| Clerk Co. Ch Copying deed      | ✓ 75     |
| A P Gomer Decr July 1st        | ✓ 36     |



Matthias &c  
vs.  
Warrington  
Costs.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Rosa B. Warrington and*  
*George J. Smith,*

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 *November* next, to answer a

*Bill in Chancery, exhibited against them*  
in the said Court by *Angeline Mathias and*  
*William H. Mathias, her husband.*

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *17th* day of  
*October* 1887, in the 11<sup>2</sup><sup>th</sup> year of the Commonwealth.

Teste:

*Peter B. Prentis* Clerk.



I have this the 18<sup>th</sup> day of October 1887 Served a copy of this  
process in writing upon the within named Asa B. Worthington and  
George J. Smith, each.

Wm. H. Howell  
Sheriff.

10<sup>th</sup> Night P. 9  
Margaret Mathias and William  
H. Mathias, her husband

to S. J. Smith in Clay

Asa B. Worthington and  
George J. Smith

To November Rules, 1887

Know All Men by These Presents, That we *Wilbur J Kilby*  
*Robert R Prentis and H A Morgan*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full  
sum of *Twelve Hundred* DOLLARS,  
to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves,  
and each of us, our and each of our heirs, executors and administrators, jointly and severally,  
firmly by these presents.

And we waive the benefit of our exemption as to this obligation, and also waive any claim  
or right to discharge any liability to the said Commonwealth arising under this bond, or by virtue  
of the office, post or trust herein mentioned, with coupons detached from bonds of said Common-  
wealth.

Sealed with our seals, and dated this *19th* day of *April* in the year  
of our Lord one thousand eight hundred and ninety-*three*, and in the *117th* year  
of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas *By*  
*a decree of the Supreme Court of Appeals of the*  
*State of Virginia pronounced in the 15th day of February*  
*1893 and by a decree of the Circuit Court of Nansmond County,*  
*Virginia pronounced in the 15th day of April, 1893 in the*  
*Chancery Cause pending in said Circuit Court between*  
*Angeline Matthias and others plaintiffs and Asa B Warrington*  
*and others defendants it was decreed that the*  
*land mentioned and described in the papers in said*  
*Cause upon which said Asa B Warrington resides be sold*  
*and the above-bound Wilbur J Kilby and Robert R Prentis*  
*were by said last mentioned decree appointed Special*  
*Commissioners to sell the same: Now therefore if the said*  
*Wilbur J Kilby and Robert R Prentis shall faithfully dis-*  
*charge their duties as Special Commissioners aforesaid*  
*under said decrees and all other decrees they may be*  
*required to execute in said Cause, then the above obli-*  
*gation is to be void, otherwise it is to remain in*  
*full force and effect.*

*Wilbur J Kilby*

*Robert R Prentis*

*H A Morgan*

In the office of the Clerk of the *Circuit* Court of Nansmond County, on  
the *19th* day of *April* 189*3*

The above bond was executed and acknowledged by the obligors (the surety justifying  
on oath as to *his* sufficiency) and recorded.

Teste:

*A copy of*

*Teste: A J Gomez Clerk*

*A J Gomez*

CLERK.



W. Kelby FRR Prentiss  
To Spec. Comr. Bond  
The Commonwealth

1893  
April 19<sup>th</sup>

A Copy

Filed 19 April  
1893

Recorded in Official  
Bond Book No. 1. Page 50

Circuit Court

## AUCTION SALE OF REAL ESTATE!

By authority of a decree of the Supreme Court of Appeals of Virginia pronounced on the 15th day of February, 1893, and a decree of the Circuit Court of Nansemond county pronounced on the 15th day of April, 1893, in the chancery cause pending in said Circuit Court between Angelina Matthias and others, plaintiffs, and Asa B. Warrington and others, defendants, we shall sell by public auction, to the highest bidder, before the Courthouse door of said county, on County Court day,

MONDAY, MAY 8, 1893,

all that certain tract of land, known as the "Thomas Parker Tract," purchased by said Asa B. Warrington from George T. Smith, and upon which said Warrington resides, situated near the village of Somerton, on the road to Freeman's mill, in Cypress Magisterial district, in said county, containing 160 acres, more or less, and bounded on the north by the land of Burwell R. Smith, on the east by the land of Willis Benton and the road from said village to said mill, on the south by the lands of Tom Drake, Mrs. Thomas A. Howell and Burwell R. Smith, and on the west by the land of James R. King.

~~THE~~ TERMS OF SALE—CASH. Title to be retained until the further order of Court.

WILBUR J. KILBY,  
ROBERT R. PRENTIS,  
Special Commissioners.

GEO. T. PARKER, Crier.

I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, Va., do certify that the bond required of Wilbur J. Kilby and Robert R. Prentis, special commissioners under the decree of said Court on the 15th day of April, 1893, in the chancery cause pending in said court between Angelina Matthias and others, plaintiffs, and Asa B. Warrington and others, defendants, has been executed with security deemed sufficient by me.

Given under my hand this 19th day of April, 1893.

ap28-2t

A. P. GOMER,  
Clerk.



Voted to the Commercial, A

1893

Miss M. J. King & R. R. B. Co. 511 Corn

TO SUFFOLK HERALD, Dr.

J. E. BOOKER, Proprietor.

First-Class JOB PRINTING a Specialty.

|      |         |                                                                                        |                     |
|------|---------|----------------------------------------------------------------------------------------|---------------------|
| 1893 | July 15 | Advt. Sale of the Public Trust<br>Land in County of Hants & Hants<br>at Hants, at same | 500<br>100<br>600   |
|      | July 15 | Received payment.                                                                      | J. E. Booker.<br>ML |

1893 July 17<sup>th</sup> Received of Wilbur  
J. Kilby and Robert R. Prentiss  
Special Commrs. Six and  $\frac{43}{100}$  dollars  
in full of fees due me by the ap-  
pellants in the Court of Appeals  
of Virginia in the case of Angeline  
Matthias *vs.* Asa B. Warrington  
& als.

\$6  $\frac{43}{100}$

Geo. K. Taylor, C. C.



Supreme Court of Appeals,

CLERK'S OFFICE,

Richmond, Va., July 5<sup>th</sup> 1891

Wilbur J. Kilby esq  
Dear Sir

Yours of 3<sup>d</sup> inst with check  
for \$56<sup>00</sup> to be used conditionally  
for printing record in case of  
Matthias v Warrington has  
been received. This action  
complies with the law, and if  
the record is not printed the  
money will be returned.

Yours truly,  
Geo. H. Taylor

Geo. K. Taylor, Clerk  
1891



Received of Wilbur J. Kilby and  
Robert R. Prentiss, Special Com-  
missioners Seven hundred and  
nineteen and <sup>05</sup>/<sub>100</sub> dollars on  
account of the sum of \$940, de-  
creed to be paid to me by Asa  
B. Warrington by the decree en-  
tered on the 15th day of Febru-  
ary 1893 in the Chancery Cause  
pending in the Circuit Court  
of Chautauque County between  
myself and others, Plaintiffs, and  
said Asa B. Warrington and  
others, Defendants.

\$ 719. <sup>05</sup>/<sub>100</sub>

Angeline Mathies

10 July 1893

To the Circuit Court of  
Chaucesmond County, Va.

In pursuance of the decree pronounced by the Honorable Chancellor W. Hice, Judge of the Circuit Court of the County of Chaucesmond Va, in vacation on the first day of July 1893 in the Cause in Chancery in said Court depending between William H. Matthias and wife, Complainants and Asa B. Warrington and others, Defendants the undersigned, Wilbur J. Kilby and Robert R. Prentiss, Special Commissioners, respectfully report to Court as follows;

That as directed by said decree they have collected of Angeline Matthias the sum of eight hundred and ninety (890) dollars due by her for the parcel of land sold to her for that sum of money under proceedings in said Cause and have made to her a deed with special warranty in the usual form conveying said land to her, and have disbursed the said sum of money in the manner specified in said decree, as the vouchers herewith



returned and the following statement will fully show, to wit:

# Statement

|                                                                                                            |         |        |  |           |
|------------------------------------------------------------------------------------------------------------|---------|--------|--|-----------|
| By cash received of Angelina Matthias as above stated                                                      |         |        |  | \$ 890 00 |
| To paid the costs of said cause in said Circuit Court and the expenses of said sale as follows: per sects, |         |        |  |           |
| To 5 per cent commissions on \$300 =                                                                       | \$15.00 |        |  |           |
| " 2 ditto on \$590. =                                                                                      | 11.80   | 26 80  |  |           |
| " paid Geo. T. Parker, Crier at the sale,                                                                  | 5 00    |        |  |           |
| " " J. E. Booker for printing notices of the sale etc.                                                     | 6 25    |        |  |           |
| " " A. P. Gomer, Clerk, his fees                                                                           | 2 93    |        |  |           |
| " " Wm H. Howell, late sheriff "                                                                           | 1 00    |        |  |           |
| " " Wm B. Causey, Advr. of Peter B. Prentis, late Clerk, his fees,                                         | 4 04    |        |  |           |
| " " Wilbur J. Kilby and Robt. R. Prentis, Attys, taxed fee and State tax.                                  | 16 50   |        |  |           |
| " " Same for writing said deed.                                                                            | 5 00    |        |  |           |
| " paid the costs of said cause in the Supreme Court of Appeals as follows:                                 |         |        |  |           |
| " " Wilbur J. Kilby and Robt. R. Prentis, Attys, taxed fee and State tax.                                  | 26 00   |        |  |           |
| " " Geo. K. Taylor, Clerk, his fees,                                                                       | 6 43    |        |  |           |
|                                                                                                            | 99 95   | 890 00 |  |           |

|                                                                                                 |     |    |     |    |
|-------------------------------------------------------------------------------------------------|-----|----|-----|----|
| brought on                                                                                      | 99  | 95 | 890 | 00 |
| To paid Geo. K. Taylor, Clerk. the charge<br>for printing the record in said cause.             | 56  | 00 |     |    |
| " " A. P. Gomer, Clerk. for making<br>copy of said record.                                      | 15  | 00 |     |    |
| " " Angeline Matthias in part of<br>the sum of \$940. due her as spe-<br>cified in said decree. | 719 | 05 |     |    |
|                                                                                                 | 890 | 00 | 890 | 00 |

Respectfully submitted this 17th.  
day of July 1893.

Wilbur J. Kilby } Special  
Robert R. Prentiss } Cours.

Received of Wilbur J. Kilby and  
Robert R. Prentiss, Special Cours. the  
respective sums of money charged in  
the foregoing report as paid to us and  
set opposite our names as follows:

A. P. Gomer, Clerk \$2.93

A. P. Gomer, Clerk \$15.00

D. D. Barker, Clerk \$5.00

Wm. H. Howell, Late Sheriff \$1.00

Wm. B. Lantry Adm<sup>r</sup> of Peter B. Prentiss 4.04



Matthias & als.

vs. } In Chy.

Warrington & als.

Report of collections  
and disbursements  
under decree of  
1 July 1893

Confirmed 11th.  
October 1893

1893 Sept 25<sup>th</sup> Filed  
Allymer clerk

# AUCTION SALE OF REAL ESTATE!

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By authority of a decree of the Supreme Court of Appeals of Virginia pronounced on the 15th day of February, 1893, and a decree of the Circuit Court of Nansemond county pronounced on the 15th day of April, 1893, in the chancery cause pending in said Circuit Court between Angeline Matthias and others, plaintiffs, and Asa B. Warrington and others, defendants, we shall sell by public auction, to the highest bidder, before the Courthouse door of said county, on County Court day,

## MONDAY, MAY 8, 1893,

all that certain tract of land, known as the "Thomas Parker Tract," purchased by said Asa B. Warrington from George T. Smith, and upon which said Warrington resides, situated near the village of Somerton, on the road to Freeman's mill, in Cypress Magisterial district, in said county, containing 160 acres, more or less, and bounded on the north by the land of Burwell R. Smith, on the east by the land of Willis Benton and the road from said village to said mill, on the south by the lands of Tom Drake, Mrs. Thomas A. Howell and Burwell R. Smith, and on the west by the land of James R. King.

 **TERMS OF SALE—CASH.** Title to be retained until the further order of Court.

**WILBUR J. KILBY,  
ROBERT R. PRENTIS,  
Special Commissioners.**

GEO. T. PARKER, Crier.

APRIL 20, 1893.

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I, Azra P. Gomer, Clerk of the Circuit Court of Nansemond county, Va., do certify that the bond required of Wilbur J. Kilby and Robert R. Prentis, special commissioners under the decree of said Court on the 15th day of April, 1893, in the chancery cause pending in said court between Angeline Matthias and others, plaintiffs, and Asa B. Warrington and others, defendants, has been executed with security deemed sufficient by me.

Given under my hand this 19th day of April, 1893.

A. P. GOMER, CLERK.



I, Azra P. Gomer, Clerk of the  
Circuit Court of Chaussemond County, Va.  
do certify that the bond required of  
Wilbur J. Kilby and Robert R. Prentiss  
Special Commissioners under the decree  
of said Court on the 15th day of April 1893,  
in the Chancery Cause pending in said  
Court between Angelina Matthias and  
others, Plaintiffs, and Asa B. Warring-  
ton and others, Defendants, has been  
executed with security deemed suf-  
ficient by me.

Given under my hand this 19th  
day of April 1893.

A. P. Gomer Clerk

1 To the Circuit Court of the County  
2 of Chaussemond, Va.,

3 In pursuance of the decree  
4 of the Supreme Court of Appeals of  
5 Virginia pronounced on the 15th day  
6 of February 1893 and the decree of  
7 the Circuit Court of Chaussemond  
8 County, Va, pronounced on the 15th  
9 day of April 1893 in the Chancery  
10 Cause pending in said Circuit Court  
11 between Angelina Matthias and others,  
12 Plaintiffs, and Asa B. Warrington  
13 and others, Defendants, the under-  
14 signed, Wilbur J. Kilby, and Robert  
15 R. Prentiss, Special Commissioners, ap-  
16 pointed for the purposes mentioned  
17 in said decrees, respectfully report  
18 to Court that they have sold the  
19 parcel of land mentioned and  
20 described in the papers in said  
21 Cause upon which said Asa  
22 B. Warrington resides known as  
23 the "Thomas Parker Tract," contain-  
24 ing one hundred and sixty acres,  
25 more or less and bounded by the  
26 lands of Burwell R. Smith, Willis  
27 Benton, Tom Drake, Mrs. Thomas A.  
28 Howell and James R. King in  
29 Cypress Magisterial District in said  
30 County.

31 That said sale was made by  
32 authority of said decrees on the



1 terms and conditions therein men-  
2 tioned, by public auction before the  
3 Courthouse door of said County on  
4 County-court day, Monday, the 8th. day  
5 of May 1893, the purchaser being the  
6 said Angelina Matthias as the  
7 highest bidder for the sum of eight  
8 hundred and ninety (890) dollars;

9 That the said Angelina Matthias  
10 has not paid said sum of \$890,  
11 but is prepared to pay the same  
12 upon the execution of a proper deed  
13 conveying said land to her;

14 That the title to said land was  
15 retained until the further order of  
16 Court;

17 Before proceeding to sell said land  
18 Your Commissioners advertised the  
19 time, place and terms of the sale  
20 by printed notices posted in the  
21 neighborhood of said land, at said  
22 Courthouse door and at several pub-  
23 lic places in said County and by  
24 publication of the notice once a week  
25 for two successive weeks in "The Suf-  
26 folk Herald", a newspaper published  
27 once a week in the Town of Suffolk  
28 in said County, and executed before  
29 the Clerk of said Circuit Court a joint  
30 bond in the penalty of \$1200 as re-  
31 quired of them and obtained of the  
32 said Clerk a certificate of the due



1 execution thereof, and appended <sup>a copy of</sup> such  
2 certificate to the advertisement of the  
3 sale;

4 The said certificate and a copy  
5 of said advertisement are herewith  
6 returned and a copy of the bond ex-  
7 ecuted by your Commissioners as  
8 aforesaid is filed with the papers  
9 in said Cause.

10 Respectfully submitted this 5th,  
11 day of June 1893.

12 Wilbur J. Kilby } Special Comrs.  
13 Robert R. Proutis }



Matthias & als.

vs. } In Chy.

Warrington & als.

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Report of sale of land  
under decrees of 15th.  
Feby, and 15th. April  
1893

Confirmed by de-  
cree in vacation  
1 July 1893

1893 June 5th Filed.

A. P. Gorney clerk

John H. Wright,  
Attorney and Counselor at Law,

Subscriber to Sloan's Legal and  
Financial Register and Mem-  
ber of the Continental  
Collection Union.

Suffolk, Va., July 26<sup>th</sup> 1887

To Asa B. Warrington:

Please take notice  
that on the 15<sup>th</sup> day of August 1887 we  
shall move the Hon C. W. Still, Judge  
of the Circuit Court of Nansemond  
County to dissolve the Expiration  
awarded to you against us by Hon W. J.  
Kilby Judge of the County Court of  
Nansemond County, in the Chancery  
Suit depending in said Circuit  
Court in which you are Plaintiff  
and W. H. Matthias and others are  
Defendants.

Respectfully  
W. H. Matthias  
Angelina Matthias  
By Counsel



I have this the 29<sup>th</sup> day July 1887 served  
a copy of this process in writing upon the  
within named Asa B. Wainwright

W<sup>m</sup> H Howell

Sheriff.

VIRGINIA:

In the Supreme Court of Appeals, held at the State Court-  
House in the City of Richmond on Wednesday  
the 15<sup>th</sup> day of February 1893.

Angelina Matthias and William H. Matthias her  
husband appellants

against  
Asa B. Warrington and George T. Smith appellees  
upon an appeal from a decree pronounced by the  
circuit court of the county of Hansemond, on the 10<sup>th</sup>  
day of October, 1889.

This day came again the appellants by counsel, and the  
court having maturely considered the transcript of the  
record of the decree aforesaid, and the arguments of counsel,  
is of opinion, for reasons stated in writing and filed with  
the record that the said decree is wholly erroneous; it  
is therefore decreed and ordered that the same be re-  
versed and annulled, and that the appellee Asa B.  
Warrington do pay to the appellants their costs by them ex-  
pended in the prosecution of their appeal aforesaid here.  
And this court proceeding ~~proceeding~~ to render such  
decree as the said circuit court ought to have rendered,  
it is further decreed and ordered that the appellee Asa B.  
Warrington do forthwith pay to the appellant Angelina  
Matthias the sum of nine hundred and forty dollars,  
with interest thereon at the rate of six per centum per annum  
from the first day of January, 1886, until paid, and the  
said sum of money with interest is hereby declared  
to be a lien upon the land in these proceedings described;  
and if he shall fail or refuse to do so for sixty days  
from the date of this decree then the said land shall  
be sold and subjected to the payment of the said sum  
of money and interest - And this cause is remanded to  
the said circuit court of Hansemond county, for such  
further proceedings to be had therein as may be nec-  
essary for the enforcement of this decree, in ac-  
cordance with the opinion of this court, in order to a



final decree in the cause.

Which is ordered to be certified to the said circuit  
Court of Nausemond county.

Appellants costs in the } \$104.43 Copy  
Supreme Court of Appeals } Teste, Geo. N. Taylor, C.C.

Matthias

of copy decree

Warrington

Entered in docket  
Order Book No. 2, Pg 4798  
478.



Matthias Sals.

vs.

Warrington Sals.

This cause came on this day in vacation to be again heard on the papers formerly read and on the Report of Special Commissioners, Wilbur J. Kilby and Robert R. Prentiss filed on the 5th day of June A.D. 1893 (the same being a Report of the sale of <sup>the</sup> land mentioned and described in the papers in said cause in pursuance of the decrees entered herein on the 15th day of February 1893 and the 15th day of April 1893), and was argued by counsel.

On consideration whereof and on the motion of the Complainants (reasonable notice of such motion having been given by the Complainants to the defendants and to the purchaser of said land as appears from the papers in this cause), the Court doth approve and confirm said sale and Report to which no exception has been taken and doth adjudge order and decree that said Special Commissioners, Wilbur J. Kilby and Robert R. Prentiss collect of Angelina Matthias ~~the Complainant~~, the sum of eight hundred and ninety



1 (890) dollars due by her for said  
2 land sold to her for that sum of  
3 money as in said Report specified  
4 and upon the payment of the same,  
5 make to her a deed with special  
6 warranty in the usual form con-  
7 veying said land to her.

8 And the said Commissioners are  
9 directed to pay, out of said sum of  
10 money, first in full all the costs ~~and~~  
11 of this cause and the expenses of  
12 said sale and then pay the re-  
13 mainder of said money to the Com-  
14 plainant, Angelina Matthias, on ac-  
15 count of the sum of nine hundred  
16 and forty (940) <sup>dollars</sup> decreed to be paid  
17 to her by the ~~decree~~ <sup>order</sup> defendant,  
18 Asa B. Warrington, by the decree en-  
19 tered herein on the 15th, day of Febru-  
20 ary A. D. 1893.

21 And the said Angelina Matthias  
22 is permitted to withdraw from the  
23 papers in this cause and the Clerk  
24 of this Court is directed to deliver  
25 to her, the deed of bargain and  
26 sale from George T. Smith and Annie  
27 E. Smith his wife to said Asa B.  
28 Warrington dated the 26th, day of  
29 November 1885 and filed as "ex-  
30 hibit B." with the Bill in this cause;  
31 provided a copy of said deed of bar-  
32 gain and sale shall be filed in the



1 place of the original with the papers  
2 herein.

3 And said Special Commissioners will  
4 make report to Court of their transac-  
5 tions under this decree.

6 C. M. Hill

7 July 1<sup>st</sup> 1893

13 To Asa B. Warrington and George J. Smith;  
14 Take notice that we shall move the  
15 Honorable, Chandler W. Hill, Judge of the Circuit  
16 Court of Chaussemond County, at his residence  
17 in Southampton County, Va., in vacation on the  
18 first day of July 1893 to make and enter  
19 the foregoing decree in the Chancery Cause  
20 pending in said Court between ourselves as  
21 Plaintiffs and yourselves as defendants  
22 and if for any cause said motion be  
23 not heard on that day, the same will  
24 be made or renewed from day to day con-  
25 secutively thereafter at the same place until  
26 the same shall be heard and determined.

27 Respectfully

28 Angelina Matthias and  
29 Wm. H. Matthias by Wil-  
30 bur J. Kilby and Robert R.  
31 Prentiss, their Counsel.

32 16 June 1893.



Mathias & als.

In Chy.

Warrington & als.

In vacation the  
1st day of July 1893

Decree

To be entered

C. Justice

July 1st 1893

Entered in Chancery

Order Book

No. 2. Page 501

We hereby accept sufficient and legal  
service of the foregoing notice and consent  
to the motion and the making of the decree  
therein mentioned.

16 June 1893,

Asa B. Warrington and  
Geo. T. Smith by  
R. H. Rawls their atty.

Angelina Matthias Sal.

vs.

Asa B. Warrington Sal.

This cause, which by a decree of the Supreme Court of Appeals of this State pronounced <sup>therein</sup> on the 15th day of February A. D. 1893, was remanded to this Court for such further proceedings to be had therein as ~~may~~ <sup>might</sup> be necessary for the enforcement of said decree, in accordance with the opinion of said Supreme Court of Appeals, in order to a final decree therein, came on this day to be again heard on the papers formerly read and was argued by Counsel.

On consideration whereof it appearing that the defendant Asa B. Warrington has not, within sixty days from the date of said decree, paid to the ~~Pl~~ Complainant, Angelina Matthias the sum of money together with interest and costs which by said decree he was directed to pay to her, this Court, proceeding to render such decree as appears to be necessary for the enforcement of said decree of the Supreme Court of Appeals, doth



adjudge, order and decree that the land mentioned and described in the papers herein, upon which the said Asa B. Warrington now resides, be sold and that Wilbur J. Kilby and Robert R. Prentiss, who are hereby appointed Special Commissioners for the purpose <sup>(any one of whom may act alone)</sup> do proceed to sell the same by public auction before the Courthouse door of this County on some County-Court day for cash, retaining the title until the further order of Court.

But before proceeding to make said sale, said Special Commissioners will advertise the time, place and terms of the sale by printed notices posted in the neighborhood of said land, at said Courthouse door and several public places in said County and by publication of the notice once or twice in the "The Suffolk Herald" a newspaper published once a week in the Town of Suffolk in said County and will execute before the Clerk of this Court a joint bond in the penalty of ~~twelve~~ twelve hundred dollars, or ~~each~~ & separate bonds each in the

penalty of six hundred dollars ~~with~~  
~~good personal security payable~~ if both  
shall act, or a single bond in the  
penalty of twelve hundred dollars  
if only one shall act, with good  
personal security payable to the Com-  
monwealth of Virginia and condi-  
tioned for the faithful discharge of  
their duties under this decree and  
all other decrees they may be required  
to execute in this Cause and will ob-  
tain of said Clerk a certificate of the  
due execution of said Bond or bonds  
and afford the same or a copy thereof  
to the advertisement of the sale and  
make report to Court of their transac-  
tions under this decree



22  
Matthias Sal.

vs. } In Chy.

Warrington Sal.

In the Circuit Court  
of Loudoun  
County, Va.

April 15th, 1893

Decree

To be entered

CMS

Entered in Chancery  
Order Book  
No. 2. Page 495.

Matthias & wife & al

vs

Asa B. Wareington.

This cause came on  
this day to be heard upon the <sup>motion</sup> ~~notice~~ to  
dissolve the injunction heretofore  
awarded in the cause, notice of  
which motion appears to have been  
only served upon the defendant, and  
the hearing of said motion is contin-  
ued until the 10<sup>th</sup> day of October 1887, with-  
out the necessity of any additional notice to  
the Defendant.



Matthews & wife & al

vs { In Chancery

Asa B. Warrington

---

Special Term

Aug 15<sup>th</sup> 1887

Decree n.

To be entered.

CML

Entered Chancery Order  
Book No. 2. Page 152.