

1894-009
Nansemond Co. (Suffolk)

Chancery Causes: Rosa W. Wills vs M. F. Pinner et al

Tynes, Pinner & Derring]

Chancery Papers.

Rosa W. Wilks

Against

M. F. Pinney &c

Robert R. Prentiss, Esq.

1894
October 12th
Removed from
Docket

Hausmann & Co.

OK 718.00
H. H. H. 15.00
S. H. 1.50
L. H. 10.00
\$3 1.50

Rosa W. Wilho

75 { In Chy: Deem for money, Octo. Term, 1888
M. A. Penicudale

Statement of Costs

Clark	\$10.00
atto.	15.00
Slip.	1.50
D. & C. (M. B.)	10.00
	<u>\$36.50</u>

Peter B. Prutis. Clerk

Wells

To
M. F. Pinner. L

Cuts

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *M. F. Pinner and*
Peter B. Prentis Luster

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 *September* next, to answer a
Bill in Chancery, exhibited against *them*
in the said Court by *Rosa W. Wills*

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *30th* day of
August 1888, in the 113th year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memorandum:

M. F. Pinney, Peter B. Prentiss Trustee their agents, attorneys and all other persons ⁱⁿ prohibited, enjoined and restrained from proceeding to foreclose the deed of trust executed by Rosa W. Wills, dated the 22nd. December 1884, by the sale of the horses and mules thereby conveyed, or by any other ways or means whatsoever, until the further order of the Circuit Court of Hanson and County.

Teste: Peter B. Prentiss, Clerk.

Executed August 31st. 1888, and a true copy hereof delivered to M. F. Pinney and Peter B. Prentiss, Trustees, each.

J. O. Rawls Deputy for
Wm: H. Howell, Sheriff.

Prentiss, Clerk

Rosa W. Wills

To { Sum. in Chy: de

M. F. Pinney &

To Sept: 1st. 1888 (1st. Monday)

1888

The bond of \$250.00 required under order of the Judge granting the injunction in this case has been duly executed & filed

Teste: Peter B. Prentiss, Clerk

Re. B. No. 2. page 4

cc: Co.

Know All Men by These Presents, That we, *W. A. Wills*

and J. D. Mumble

M. F. Pinner and Peter B. Pinner's Trustee,
are held and firmly bound unto the ~~COMMONWEALTH OF VIRGINIA~~ in the just and full
sum of *Two Hundred and fifty (\$250.)* ~~DOLLARS,~~
to the payment whereof, well and truly to be made to the said ~~Commonwealth~~, we bind ourselves, and
each of us, our, and each of our heirs, executors and administrators, jointly and severally, firmly by
these presents. ~~Sealed with our seals, and dated this~~ day of
~~in the year one thousand eight hundred and eighty~~, and in the
~~year of the Commonwealth.~~ The obligors herein hereby waive all benefit of the homestead exemp-
tion as to the obligation of this bond, and also waive any claim, right or privilege to discharge any
liability arising under said bond in any currency, funds, counter claims or offsets other than legal tender
currency of the United States. *Sealed with our seals and dated this 30th day of August in*
the year, one thousand eight hundred and eighty eight (1888) and in the 113th year of the Commonwealth.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bound
whereas, in a certain suit in chancery, pending in the Circuit Court of Nansemond
County, this day commenced, wherein *Rosa W. Wills* is the Complainant and *M. F. Pinner and Peter*
B. Pinner's Trustee are the Defendants an injunction has been awarded by the Judge of the
Circuit Court of Nansemond County addressed to the Clerk of the said Circuit Court restraining
and prohibiting said Defendants their agents, attorneys and all other persons whomsoever
from doing certain acts in the order awarding said injunction set forth.
And whereas by said order, it is provided that said Complainant shall not have

who ~~has~~ ~~this day qualified before the~~ Court of Nansemond County,
the benefit thereof until she, or some one for her, enters into and acknowledges
a bond before the Clerk of the said Circuit Court in the Clerk's Office
thereof in the penalty of *Two Hundred and fifty (\$250.)* Dollars, with good security
and conditioned to pay all costs and damages which shall be awarded against
her in case the said injunction shall be dissolved — Now if the said Complainant
shall pay to the said Defendants all costs and damages which shall be awarded
against her in case the said injunction shall be dissolved

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

Executed in presence }
of the Court.

Ch. Causery Jr. D.C.
of the Circuit Court
of Nansemond County }

W. A. Wills
J. D. Mumble



Rosa W. Wills

to { Inspection Bond

M. F. Penner &c

1888

Aug: 30th Executed Acknowled-
ed & filed.

Sept. 7. 1888.

To Miss Rosa W. Wills

Take notice that
we will move The Hon C. W. Hill Judge
of the Circuit Court of Hanseman County,
on Thursday the 13th Day of Sept. 1888 in the
City of Norfolk Virginia to increase the
injunction bond given in the case of
Rosa W. Wills vs. M. F. Perimer & Peter B.
Prentiss Trustee, now pending in the Circuit
Court of Hanseman County in which you
are the Plaintiff and we are the defendants

Respectfully

M. F. Perimer

Peter B. Prentiss Trustee

By Counsel

1888. Sept: 17th: I delivered
a copy to the author. & in the
day to the author's house, & Room
at Willis. J. O. Rawls copy for
Wm. H. Howell, Staff
of Harrison Co. Va

Rosa W. Wills

vs.

M. F. Pennin & Peter B. Prentiss Trustees

This cause which has been regularly matured according to Law came on this day to be heard upon the bill and exhibits therewith filed and the separate answers of M. F. Pennin & Peter B. Prentiss Trustees, with general replications to said answers and the depositions of witnesses and was argued by counsel. On consideration whereof the court being of opinion doth adjudge, order and decree that the Defendant M. F. Pennin recover of the Plaintiff Rosa W. Wills the sum of \$452 $\frac{26}{100}$ and his costs by him in this behalf expended, and renders the same shall be paid to him or his attorney Minnie Briggs within 30 days from this date. The injunction heretofore awarded in this cause shall stand dissolved and the property conveyed by the deed of trust in these proceedings mentioned shall be sold by the trustee for the satisfaction of the debt ^{& costs of process} due by Rosa W. Wills to M. F. Pennin as ascertained by this decree ~~and the costs of this suit~~

Wills
vs
Pruitt et al

To be entered
C. W. Wills

~~W. H. Wills~~

all
the
the
the
the

Entire copy of No
2 - P - 235

Rosa W. Wells

vs.

M. F. Penner and Peter B. Penner Trustees

This day this cause came on to be heard, upon a motion to increase the injunctive bond given by the Plaintiff. Legal notice of said motion having been given to said Plaintiff by said defendants and was argued by counsel. The court doth order, adjudge and decree that the said Plaintiff or some one for her, shall give before the clerk of this court a bond in the penalty of \$500 ————— conditioned according to law with approved security within 15 days from this date and upon the failure of said Plaintiff to give such bond within the time specified, the injunction awarded the Plaintiff in this cause is to stand dissolved

Rosa w. co. cells
VI.
Mr. F. P. Pinner and Peter
B. P. Pinner Trustee.

Deane

To be entered

C. M. Hill

~~Oct 11, 1884~~

Oct 11, 1884

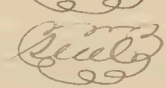
Endd by O.B.
No 2 P 219

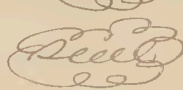
This agreement made and entered into
this 11th day of March 1887. between M. F. Pinner
+ J. H. Derrin merchants and partners in
trade under the name of Pinner & Derrin
of the City of Norfolk in the State of Virginia
parties of the first ^{part} and Walter A. Wills of
the County of Nausumond in the said state of
the other part. Whereas the said Pinner & Derrin
have agreed to make advances in money
and supplies to the said Walter A. Wills, who
is engaged in farming, on the farm in
Nausumond County known as the Wills Farm
which advances are to be made for the purpose
of enabling the said Walter A. Wills to make
a crop on said land and are not to exceed
the sum of ^{Eight hundred} ~~one thousand~~ dollars, but may
be limited to a smaller sum in the discretion
of the said Pinner & Derrin; the said Walter
A. Wills agrees that the said Pinner & Derrin
shall in accordance with the provisions of the
12th + 13th sections of Ch. 115 of the Virginia Code
of 1873. have a lien on all the crops raised
on said land by himself during the year
1887 to the extent of such advances as they
shall make from time to time during the
year 1887 and including all advances
made up to date hereof, and not exceeding

the sum of ^{Eight hundred} ~~One thousand~~ dollars aforesaid
and the said Walter A. Wills does also in
consideration of the said advances, pledge
himself to ship to said Pinner & Derrington
summer and Fall Crops made by him on
said farm during the year 1887. It being
distinctly understood and agreed that the said
shipments are the chief part of the consideration
for such advance. This lien shall be enforced
according to law, and the said Walter A. Wills
hereby waives the benefit of his Homestead
Exemption as to the advance made and
to be made hereunder.

Witness the following signatures and seals.

M. A. Pinner 

G. H. Derrington 

W. A. Wills 

State of Virginia

City & County of Norfolk, to wit:

I, Geo. D. Day, a Notary
Public for the State & City aforesaid do certify
that G. H. Derrington whose name is signed
to the writing above dated the 11th day of March
1887 has acknowledged the same before
me in my said City & County under my
hand this 3rd day of June 1887.

Geo. D. Day, N.Y.

The above agreement having been entered into not merely for the interest to be paid in advances in money and supplies made to the said Walter A. Wells by said Pinner & Derring, but also for the purpose of increasing the business of the said Pinner & Derring as Commission Merchants in securing the shipments of the crops from insured farms as specified therein, as well as to enable the said Walter A. Wells to more successfully conduct the business of farming, and as the failure to ship such crops would result in loss to said Pinner & Derring of business which they thus seek to secure, it is hereby agreed that the said Walter A. Wells shall begin the shipment of his summer crops to the said Pinner & Derring as soon as the same are gathered and ready for shipment, and the shipment of his fall crops shall begin not later than Dec^r 1st 1887 and be concluded not later than the Twenty fifth day of Dec 1887. and if from any cause the said crops be not shipped as specified, and the amount advanced by the said Pinner & Derring to the said Walter A. Wells either in whole or part shall be repaid at the time when such shipments

should be concluded to wit: on the 25th day of December 1887, the said Walter A. Wills doth hereby make Constitute and appoint Meritt Briggs of Suffolk Co his true sufficient and lawful attorney for him and in his name place & stead to appear in the Clerk's office of the Circuit Court of Brunswick County at any time after the 25th day of December 1887. and Confess judgment against him in favor of said Pinner & Herring for the sum of one thousand including damages for failure to ship Crops as agreed. hereby ratifying and confirming all lawful acts done by the said attorney and giving full force and authority to his acts in the premises as fully as though he the said Walter A. Wills were present in person and doing the same. In witness whereof the said Walter A. Wills hath hereto set his hand and seal this 11th day of March 1887.

W. A. Wills

Seal

25th Dec. 87

Walter A Wills
To Crop Lien

Pinner & Derrin

April 25th 1887 presented and
acknowledged in the Clerk's
Office by Walter A. Wills
" June 3rd acknowledged
by M. F. Pinner, and with the
certificate annexed. *AR*
Examined & verified

6

Recorded Dec
Book No. 18
Page 400.

In the Clerk's Office of Mansfield County Court, the 25th day of
April, 1887.

This Crop Lien was presented and acknowledged by Walter A. Wills;
and on the 3rd day of June, 1887. The same was acknowledged by M. F. Pinner,
and with the certificate annexed admitted to record.

Attest:

Peter B. Puntis, Clerk

This agreement made and entered into this 5th day of May
1886, between M. F. Pinner and G. H. Derring merchants and
partners in trade under the name of Pinner & Derring of the
City of Norfolk in the State of Virginia parties of the first
part, and Walter A. Wills of the County of Nansemond
in the said State of the other part: Whereas the said
Pinner & Derring have agreed to make advances in money
and supplies to the said Walter A. Wills who is engaged
in farming on the farm in Nansemond County known
as the Wills farm, or Fairview, which advances are to
be made for the purpose of enabling the said Walter
A. Wills to make a crop on said land and are not
to exceed the sum of **Seven hundred** _____
Dollars, but may be limited to a smaller sum in the
discretion of the said Pinner & Derring; the said
Walter A. Wills agrees that the said Pinner & Derring
shall, in accordance with the provisions of the 12th
and 13th sections of Ch 115 of the Virginia Code of 1873,
have a lien on all the crops raised on said land by
himself, and also on his interest in the crops of
his subtenants on the said farm, during the year
1886, to the extent of such advances as they shall
make from time to time during the year 1886, and in-
cluding all advances made up to the date hereof,
and not exceeding the sum of **Seven hundred** _____
dollars aforesaid; and the said Walter A. Wills does
also in consideration of the said advances pledge
himself to ship to said Pinner & Derring all summer

and Fall crops made by him on said land, and all his interest in the crops of his subtenants thereon during the year 1886, it being distinctly understood and agreed that the said shipments are the chief part of the consideration for such advances. This lien shall be enforced according to law, and the said Walter A. Wills hereby waives the benefit of his Homestead Exemption as to the advances made and to be made hereunder -

Witness the following signatures and seals -

G. H. Derrington (seal)
M. F. Pinner (seal)
W. A. Wills (seal)

State of Virginia

City & County of Norfolk, to wit,
L. Geo. W. Day.

a Notary Public for the State and City - aforesaid do certify that Mr. F. Pinner and G. H. Derrington whose names are signed to the writing above dated the 5th day of May 1886 have acknowledged the same before me in my said City Given under my hand this 17th day of June 1886
Geo. W. Day N. P.

The above agreement having been entered into not merely for the sake of the interest to be paid on the advances in money and supplies made to said Walter A. Wills by Primer and Derring, but also for the purpose of increasing the business of said Primer & Derring as Commission Merchants in securing the shipments of the crops grown on said farm as specified therein as well as to enable the said Walter A. Wills more successfully to conduct the business of farming, and as the failure to ship such crops would result in loss to said Primer & Derring of business which they thus seek to secure, it is hereby agreed that the said Walter A. Wills shall begin the shipment of his summer crops to the said Primer & Derring as soon as the same are gathered and ready for shipment, and the shipment of his Fall crops shall begin not later than the first day of November 1886, and be concluded not later than the 30th day of November 1886, and if from any cause the said crops should not be shipped as specified, and the amount advanced by said Primer & Derring to said Walter A. Wills either in whole or in part should be unpaid at the time when such shipments should be concluded, to wit, on the 15th day of November 1886, the said Walter A. Wills doth hereby make constitute and appoint John H. Wright of Suffolk, Va., his true sufficient and lawful attorney for him and in his name place and stead to appear in the Clerk's Office of the Circuit Court of Hanseman County at any time after the

15th day of November 1886, and confess judgment against him in favor of said Pinner & Derring for the sum of Seven hundred dollars, including damages for failure to ship said crops as agreed, hereby ratifying and confirming all lawful acts done by his said attorney, and giving full force and authority to his acts in the premises as fully as though he the said Walter A. Wills were present in person and doing the same — In witness whereof the said Walter A. Wills hath hereunto set his hand and seal this 5th day of May 1886

W. A. Wills (seal.)

Walter A. Wills
To Crop Lien to
Pinner & Derring

1886
June 23rd Presented and
acknowledged in the Clerk's
Office by Walter A. Wills
and with the certificate annexed,
A.R.
Examined & verified

15

Recorded Deed Book
No 16 page 623

In the Clerk's Office of Naussemond County Court, the 23rd day of June, 1886.

This Crop Lien, ^{with the writing thereunto appended} was presented and acknowledged by Walter A. Wills, and with the certificate annexed, admitted to record.

Teste: Peter B. Prentiss, Clerk

The deposition of Walter A. Wills taken before
me Meritt Briggs a Notary Public for the
County of Hanseman, in the State of Virginia
by consent, at the law office of Meritt Briggs
in the town of Suffolk Va. on the 27 day
of September 1888, to be read as evidence
in behalf of Miss Rosa W. Wills in a certain
suit in equity depending in the Circuit Court
of Hanseman County, wherein Miss Rosa W.
Wills is Plaintiff and M. F. Penner and
Peter B. Prentiss Trustee are defendants.

Present Robt. R. Prentiss Atty for Plff.

" Meritt Briggs Atty for Defts.

The witness Walter A. Wills being duly sworn
deposes as follows:

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

Ans. Walter A. Wills, 27 yrs. of Age, Hanseman County
and I know the parties to this suit

2. State what you ^{know} of the execution of the
deed of trust in the bill mentioned, the
attending circumstances, and what was
your connection with the transaction,
if any?

a.

I talked with Mr. M. F. Primer in
Chuckatuck and made arrangements
with him to loan Miss R. W. Mills
\$1000, in 1884 at nine per cent
interest. The interest to be paid
yearly and no time specified
to pay the principal, but as
soon as she could. The amount
to be secured by six horses
and two mules. - Which he agreed
to. - She has paid the interest as
promised at nine per cent up to
the 22nd. August 1887. In accor-
dance ~~the~~ with Mr. Primer's
suggestion or advice she has
disposed of three of the stock
of which one traded for is
now on hand. - The first one
she sold, or I sold for her, to
D. Boykin for which I have
a receipt. - He, Mr. F. Primer
helped in a part to trade the
next one and afterwards agreed
through me for me to dispose
of the one he helped make the
trade of. - The other one he
enquired a good many times of
me why I did not trade her

away, and I told him I thought best and my sister Rosa W. Mills had suggested it several times, and I intended to do so the first opportunity which I did. All of these exchanges and sales above mentioned were agreed to by Mr. M. J. Finney before they were effected. I have made no arrangements with him for her to pay, or for me to pay, any commission on the bond. All arrangements made in connection with interest concerning bond was made in the beginning of the transaction and that was to pay nine (9) per cent until the bond was paid.

3. Q. What ~~was~~ has been your connection with the transactions between Rosa W. Mills and Mr. J. Finney?

A. Only as agent.

4 Q. State the amounts of interest you as agent for Rosa W. Mills have paid Mr. J. Finney, and produce any

receipts you may have as a part of your answer?

A. Ninety Dollars the first year, Ninety Dollars the second year, Sixty-four $\frac{15}{100}$ Dollars the third year up to the 22nd August 1887. - All interest was settled up to that day. - The witness here produces receipt as evidence marked "No. 1"

5-Q The amount is not stated in the receipt. - Do you know why it was omitted?

A. I do not. It was in accordance with M. F. Pinney's idea. - Unless it was on account of usury. - And I did not object. -

6-Q Have you any other receipts for amounts paid by you for Rosa W. Mills on said bond?

A. I have two receipts which I herewith file as part of this answer. - Marked "No. 2" and "No 3"

7. Q. Was the bargain made by you for Rosa W. Hills ~~and~~ with M. F. Piimer and the amounts paid by you ~~on~~ the account, as above stated, reported by you to her?

A. They were. —

8. Q. Is the paper handed to you the last statement of your private account with Piimer & Derring. ~~If so, it~~ rendered to you by them; if so, identify it, and file it ~~with~~ as part of your answer?

A. It is. — I identify it. and file it as part of this answer. —
Paper filed marked "Exp. No. 4." —

8. Q. Did you ever agree with Piimer & Derring to pay them 5% commission on the amount your sister owed to them; or make the contract as ~~all~~ Mr. M. F. Piimer has today testified with reference to paying them such a bonus for ^{Mr. M. F. Piimer's} indulgence? —

A. No sir. —

9. Q.

Who rents the farm on which the stock covered by the deed have been worked?

A. Wm. and Rosa W. Wills. —

10. Q.

Have Finner & Derring in their accounts with you accounted for the gross proceeds of sale of produce sent to them, or have they deducted 5% commission and accounted to you for the net amount after such deduction?

A.

They have accounted to me for the net amount after first deducting 5 per cent commission. —

Cross Examined.

1

Do you not owe Finner & Derring a balance now.

Ans.

No sir.

2

Have you paid them in full all you owe them

Ans.

I have.

3. When did you settle with them & what amt. did you pay them

Ans. I settled with them at different intervals. I do not remember the amounts.

4 Have you had any settlement with them since the statement marked X was rendered?

Ans. We have ^{had} nothing to say in particular in regard to it.

5 Is that statement correct.
It is not

6 In what particulars.
In so many I can not recollect them just now.

7 Please take the statement and point out the items which are not correct.

Ans. Bal on acct. brought forward Feb. 16. 1887. \$367. $\frac{62}{100}$ is not correct. Mch. 11. 1887. 5 per ct. com. on \$367. $\frac{62}{100}$ is not correct. July 13. 5 per ct. com. on \$700 due Dr. F. Pennin 1885. 5 per ct. com. ^{on \$700} ~~from~~ amt. 1886. is not correct. 5 per ct. com. on bal of acct. Feb. 20. 1888 is not correct. It is incorrect further than that but he has not made any statement —

8 Have you kept an account of your transactions with Pennie & Denney.

Ans. I have to a certain extent.

Have you kept a regular set of books.

Ans. No.

9. you say that the balance brought forward by Pennie & Denney on Feb. 16. 1887 of \$ 367 $\frac{62}{100}$ is incorrect. If you have not kept a regular account with them, how do you know, the balance is not correct?

Ans. I have their Statements.

Produce them -

Ans. Counsel has handed the witness Statements & tells him he can do as he pleases, witness says he does not deem it necessary.

10 What Acct. did you owe Pennie & Denney on Feb. 16. 1887.

Ans. I am not prepared to say because I am not figured it just now. Therefore I don't remember it.

11. Did you owe them anything at this time?

Ans. I don't remember.

12. Then you don't really know whether the statement marked 4 is correct or not.

Ans. I know it is incorrect.

13. Then you do not really know whether the balance brought forward Feb. 16. 1887 is correct or not.

Ans. I do know it is incorrect but do not ^{remember} ~~know~~ the extent.

14. Can you find out the extent by reference to the statements which you have.

Ans. With my receipts which I have at home and statements which I have here, I can.

15. What receipts do you refer to.

Ans. Some receipts I have for money paid to Penner & Denning.

You have said that the farms upon which the horses & mules mentioned in deed of trust are worked is rented by Miss Raso W. & Walter A. Wills, do

your farm in copartnership with Miss Rosa W. Wells

Ans. I do

16. Did you last year & the year before.

Ans. I did -

17. Did you not give Pennie & Denney last year and the year before a crop lien on the crops raised on this place.

Ans. I did -

18. Did Miss Rosa W. Wells join you in this crop lien.

Ans. She did not -

19. Did you not agree to ship Pennie & Denney \$1000 worth of produce in consideration of advances made by them.

Ans. I did not -

20. Please examine two crop liens 1886 & 1887 & state whether this was your agreement with Pennie & Denney - Crop liens marked T & F. & made a part of this ~~document~~ record.

Ans.

It is my agreement with the exception of one place in one of the crop lands, that is, when M. F. Pennie agreed for me to make the acct. to suit me which was \$800. I looked over a night to mark out one of the places from \$1000 and make it \$800 in the latter part.

21. Then you did agree to ship your crops made in Fairview farm in the years 1886 & 1887 to Pennie & Denney in consideration of advances made to you by them

Ans.

I did.

22. Did you fulfill your agreement in this respect.

Ans.

I fulfilled it satisfactorily to Pennie & Denney

23. Did you ship your crops in the years 1886 & 1887 to Pennie & Denney as you agreed to do in your crop lands.

Ans.

I shipped them according to usual custom.

24

What is the usual custom.

The usual custom is to ship all of my select^{ed} stuff, such as I sold usually, and ~~as~~ ^{which} was satisfactory to them.

25. Did you sell any portion of the crops raised by you in the years 1886 & 1887 in Norfolk.

Ans. I did, with Mr. Pennins approval and advice ~~of which~~ ^{they} ~~to~~ charged the commission as if they had sold it.

26. Did you pay them this commission

Ans. I did.

27. Then you had agreed to pay Pennins selling a commission on produce which was not sold by them.

Ans. Provided it was the crop they furnished me on that I might have sold myself. Therefore they were to have the commission to that extent.

28. Did they not make advances to you in the years 1886 & 1887 to enable you to make your crops.

Ans. They did.

29. To what extent.

Ans. I don't remember.

30 Did they advance you as much as \$500 in 1886.

Ans. I don't think they did.

31 Please charge your memory and state how much they advanced you in 1886 & 1887.

Ans. I suppose in 1887 better than \$300 in 1886 I don't remember.

32. you have said in your examination in chief that you traded off two of the horses mentioned in the deed of trust with the approval of M. F. Pennin. Did he release them in any way.

Ans. only verbally.

33 Did he not release the horse sold to St. Boykin

Ans. He did.

34 Did you not make the trade of the horses above mentioned before consulting M. F. Pennin.

Ans. I did not.

35 you have said that Miss Rosa W. Wells by agreement with M. F. Pennin was to pay the principal of.

The money borrowed as soon as she could, when this agreement for the loan of this money was made was it not understood that the bond should be made payable on demand.

Ans. The bond of course was made on demand, but the private agreement was no time specified for the payment, but would expect it as soon as she could pay it. The above mentioned connection ^{with the} ~~of the~~ bond was my other understanding as to the payment.

36. Why did you not express your understanding on the face of the bond.

Ans. Because Mr. Pennie would not agree to it and said that he would suppose I would take his word for that. Which circumstances I related to her? She said of course if I said so it is all right. I mean that she meant I thought Mr. Pennie would stick to the private agreement.

37. Do you mean to say that M. F. Pennie agreed privately to wait for this money until it was convenient for Miss Rosa. W. Wells to pay it without regard to time.

Ans. I do.

38. You have stated that you paid M. F. Pennin
\$90 interest on this debt the first year. When
did you pay this money.

Ans. I don't recollect exactly, but about the latter part
of the year.

39. When were you when you paid it.

Ans. I don't ~~know~~. Remember.

40. How did you pay it.

Ans. I don't remember how I paid ^{the} ~~the~~ ^{first} one whether
by draft or in cash.

41. Do you remember paying it at all.

Ans. I do.

42. Where were you when you paid it.

Ans. I don't remember.

43. Was it paid in this country.

Ans. I did.

If you remember this; then you can certainly
say where you were.

Ans.

I can't remember whether I was on the farm or in Buckatuck. It was in one of the two places.

44. When and where did you pay the second ninety dollars.

Ans.

I paid it the latter part of the following year. I don't ~~know~~ remember where.

45. How was this money paid.

Ans:

It was paid in a draft with some other money.

46. Where draft.

Ans.

Draft on Pennie & Soning.

47. By whom was the draft drawn

Ans.

By W. A. Wells.

48

Are you certain that you paid \$90 interest on this draft for your sister at this time.

Ans.

I am —

49.

you say that you paid \$90 interest the first year and that you paid \$125 on the principal Feb. 22. 1886. This would leave at this date \$875 due on bond. if this be true, please explain why you paid 9 per cent interest on \$1000 when only \$875 was due.

Ans.

^{M.F.}
Mr. Penner said he had not credited the bond with anything so I could hold receipt & he would allow interest on what I had paid at the same rate, that I was paying on the bond & it would be just the same as if he deducted it & charged interest on the balance.

The taking of these depositions is continued until
Tuesday Octob 2^d 1888

Meritt Briggs

Notary Public

50

Why was it that you paid M.F. Penner \$64¹⁵/₁₀₀ interest. Was this the amount of interest due at the date of ^{this} payment?

ans.

That was the amt. of interest due up to the 22^d of August 1887.

51.

What was the date of this payment?

Ans. I don't remember exactly. Witness here refers to his individual note given for interest & finds the date of note to be July 21st 1887. which is a sixty day note.

Q 2. Did you pay this interest on the day that this note was given?

Ans. He received my note in payment for the interest.

Q 3. Have you ever paid the note given for the payment of interest?

Ans. I have only paid it in part.

Q 4. What was the amount of this note?

Ans. \$64¹⁵/₁₀₀

Q 5. you say you have paid it in part. what amount have you paid on it?

Ans. I don't remember exactly, but Thirteen Dollars and some cents as well as I remember.

Q 6. Was this note given exclusively for interest

Ans. It was.

57.

Do you mean to say that you did not promise to allow Penim & Dening a commission on advances which they made to you during the years 1886 or 1887 in order to enable you to make a crop upon the Fairview farm.

Ans.

I mean to say I promised them a commission on stuff shipped to them to be sold by them or sold to them on any stuff promised them to for them to sell, that I might have sold which I did. ~~and in~~ And all stuff I sold myself. I told them about & they charged me the commission as if they had sold it.

Re: Examined.

1. Q.

Where is the note for \$64¹⁵ which Mr. F. Primer accepted as a credit to Rosa W. Hills on the \$1000. bond?

A.

I have taken it in and have it in my pocket. —

2. Q.

Were you ever present with W. B. Hills and Mr. F. Primer when the rate of interest being paid by Rosa W. Hills on the \$1000 bond was mentioned, if so relate the conversation?

Excepted to by ~~the~~ def's counsel
on the ground that this is
new matter not brought out
in the examination in Chief. -

A. I was. - On one occasion Mr.
Pinner called me down to the
road near the "Fairview" side-
gate, and wanted ^{me} to agree
to raise the interest of the
Rosa Wills bond from nine
per cent which she paid, to
twelve, which I refused to
do. -

Answer excepted to by defendants
attorney. -

Further this deponent saith not.
H. A. Wills

William B. Wills, being first duly
sworn in answer to questions
deposes and says:

1. Q. State your age, residence, oc-
cupation and do you know the
parties to this suit?

A. I am 37 years old; I live in Norfolk Va.; I am a salesman in the wholesale boot and shoe business; I know the parties to this suit.

2. Q. Were you ever present, with W. A. Wills and Mr. J. Primer, when the rate of interest being paid by Rosa W. Wills on the \$1000- bond referred to in these proceedings, was mentioned, if so relate the conversation as nearly as you can?

A. I was present. - In the Spring of 1886 Mr. Primer stopped at the side gate of the "Fair-view" farm - called W. A. Wills into his presence, and I followed. During the interview between W. A. Wills and Mr. Primer the question arose as to increase of interest on the Rosa W. Wills bond. - After discussing his affairs with W. A. Wills - he - Mr. Primer - addressed me, to know if I did not think it right that he - W. A. Wills - should

increase the interest on the Rosa W. Wills bond from nine per cent to twelve per cent as he could loan the money at that rate of interest

3. Q.

~~Did~~ What was Mr. Pinney's language on this subject as nearly as you can recall it?

A.

He had discussed making advances to W. A. Wills for the purpose of cultivating and producing and saving crops on "Fairview" for year 1886. - When W. A. Wills declined to increase interest on Rosa W. Wills' bond from nine per cent to twelve, he - Mr. Pinney - addressed me. - He says Walter - "You know I am only changing Miss Rosa nine per cent, and if she could pay the note I could loan that money out at twelve per cent, and if I did not think that he - W. A. Wills, - as her agent, ought to pay what he could get"

Cross Examination

1. Are you certain that you have narrated all of the conversation which took place on the occasion referred to?

Ans. As near as I remember -

2. Are you related to Miss Rosa W. and W. A. Wells. If so what is the relationship?

I am their brother -

3. You say that you have narrated as near as you can all of the conversation which took place at the side gate of the Fairview Farm in the Spring of 1886. Did you not make any reply to the question addressed to you by M. F. Perkins on that occasion

Ans. I did Sir -

4. What was your reply.

Ans. I thought under his crop line it would be an extortion -

I Then it was your understanding that L. W. A. Wells was to ship Perkins & Perkins under crop line his

Crop raised on the Fairview farm and was to pay
them a commission? Am I correct.

Ans. on all stuff, grown on the place shipped them
or sold by him.

6. Did you ever read the crop lien given Pennie
Dening by W. A. Wills.

Ans. I don't remember having read it carefully.

7. Then you do not know the provisions of the
crop lien.

Ans. Not in particular - only in part.

8. Do you know whether or not Pennie Dening
made any advances to W. A. Wills in the year
1886 to enable him to make his crop on the
Fairview farm.

Ans. At that time there had been no advances made
that I am aware of.

9. Do you know whether Pennie Dening made any
advances during that year.

Ans. Don't know anything about it.

10

you say in answer to question 3. That M. F. Pennie had discussed making advances to W. A. Wills for the purpose of cultivating & making a crop on Fairview Farm. When were the advances here referred to made?

Ans.

I just told you that I did not know. They were to be made after my conversation on hearing conversation between W. A. Wills M. F. Pennie in my presence after that time I was absent not from that date but during the month of June was away from the date above mentioned up to the time of my leaving Fairview Farm I know nothing of any advances made W. A. Wills in account of crop lien for the year of 1886. From the date of conversation I don't remember any thing whether concerning any conversation M. Pennie & myself relative to the above statement.

Further this deponent says not -

Wm B. Will

The taking of these depositions is adjourned until Thursday the 4 Day of October 1888.

Wm B. Briggs

Notary Public

Thursday, October 4th. 1888.

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

1. Q. State your age, residence and do
you know the parties to this suit?

A. I am 40 years old, live at Chucka-
tuck in Hansemond County, and I
know the parties to this suit.

2. Q. ~~Have~~ Did you ever have an interview
with Mr. J. Primer, during which
the subject of alleged usury charged
by Mr. J. Primer on the bond of
Rosa W. Mills, was mentioned; if
so state what was said?

A. Yes sir I had an interview on the
Monday before the 1st. day of
August 1888, at the Norfolk &
Western Depot in Suffolk.
Mr. Primer said that he intended
closing the Mills matter up, and
Walter Mills he thought would

plead usury, but that he had credited the bond with \$180. and that he would like to see him plead usury now. The impression on my mind was that the \$180. was the usurious charge above the legal rate. That is all. That's what passed between us.

The above answer excepted to so far as impressions are concerned.

Cross Examined.

1 How did this conversation come about?

Ans. We were talking about our business at the time, some unrecalled business we had.

2 Mr. Purnin did not say on that occasion that he had charged usury, did he?

Ans. No.

And further this deponent saith not

R. L. Lyne

The taking of these depositions is continued
to munday october 8th 1888

Meritt Briggs

Notary Public

Virginia

Hammond County Court

I Meritt Briggs

a Notary Public for the County of Hammond in
the said State, do hereby Certify that the foregoing
depositions, were duly taken, sworn to and subscribed
before me, at the times and places, and for the
purposes therein mentioned

GIVEN under my hand this 7th day of October 1888

Meritt Briggs

Notary Public

1888
Oct 9th J. H. W.
cc 1

Notary Fee \$10

Due Meritt Briggs

Notary Public

10th {
T^h {
P^h {

The deposition of M. F. Penner, taken before me, Minnie Briggs a Notary Public, for the County of Hanseman, in the State of Virginia, pursuant to notice hereto annexed, at the Law Office of Minnie Briggs, in the Town of Suffolk Va. on the 27 day of September, 1888 between the hours of 6. A.M. and 6. P.M. to be read as evidence in behalf of M. F. Penner, in a certain suit in equity depending in the Circuit Court of Hanseman County, wherein Rosa W. Wells is Plaintiff and M. F. Penner and Peter B. Prentiss Trustee are defendants.

Present Robt. R. Prentiss Atty. for Plaintiff
Minnie Briggs Atty. for Defts.

The witness M. F. Penner being duly sworn, deposes as follows:

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

Ans. M. F. Penner - I am 32 yrs. of age. live in Suffolk Va. know the parties to this suit.

2. Please state whether or not you loaned Miss Rosa W. Wells \$1000 on the 22^d December 1884 & if so what rate of interest she was to pay you & how the same was secured?

Ans. I loaned her \$1000 on the 22^d Dec. 1884. It was secured

by six horses and two mules. I mean a deed of trust was given on said horses & mules. She was to pay me six per cent interest and Miss Rose will not swear that I charged her any more and that is the reason she is not here today because she will not swear that I charged her more than six per cent. I asked William A. Wells to tell his sister in the year 1885 that I should need the money in my business at Newport and would like for her to raise it as I could use it in securing shipments to my home, ~~one~~^{on} of which I could receive a commission that would pay ~~was~~ better than lending the money out. He said that she could not raise the money, on that kind of security & if I would wait on her, he would ship to our home, if ~~the~~ permission would furnish him to make a crop, on thousand acres with & allow us a commission, besides our advances. He shipped all of his crop except his corn & fodder which did not pay his account & we charged him a commission on the balance of his account, for failing to ship the amount stated. If he had shipped his corn we would not have charged him a commission, but he said he preferred paying the commission to shipping his corn as he needed that for another year.

3

Has Miss Rosa W. Wills ever paid any portion of this debt. If so how much.

Ans.

Walter A. Wills paid me \$125. on the 22nd day of February 1886, from the sale of one of the horses mentioned in deed of trust. On August 22nd 1887 he paid me \$178⁵⁹/₁₀₀ for which I gave him a receipt, and since then he has sold one of the horses mentioned in deed of trust and has also traded one of them away for which I have not received the money -

4.

State up to what date the interest was paid on this debt?

Ans.

It was paid to August 22^d. 1887. I gave him a receipt for it. And the said receipt stated for interest up to date -

5.

Then I understand you to say, that you only charged Miss Rosa W. Wills 6 per cent. interest on this debt & that she has never paid you more than 6 per cent.

Ans.

No Sir. Miss Rosa has only paid me 6 per cent & Walter has allowed ^{me commission} ~~commission~~ That is Pennies owing.

6. Who do you mean by Penn's Landing?

Ans. I mean the firm of Penn's Landing Commission Merchants doing business in New York & of which firm I am a member.

Cross Examined.

1. Q. Who furnishes the capital of the firm of Pinna & Derrig?

A. W. F. Pinna & George A. Derrig.

2. Q. In what proportions?

A. I don't know you have anything to do with that. - I can't tell the exact proportions. -

3. Q. Who furnishes the largest amount?

A. W. F. Pinna. -

4. Q. Do you furnish as much as three fourths?

A. I do. -

5. Q. ~~How~~ How came you to approach Walter A. Mills about the debt due to you by Rosa H. Mills?

A. I simply sent her a message through Walter A. Mills. -

6. Q. Your receipt for interest does not state what amount of money, or its equivalent, was paid to you as interest? Please state why the amount was not stated?

A. Because Walter A. Mills had a prior receipt to that, which he stated had been lost, and I told if I would write the receipt in full to date it would cover the whole thing. -

7. Q. How much money or its equivalent has Walter A. Mills paid you on account of this bond?

A. He has paid me \$303.⁵⁹ of the principal and the interest up to 22 August 1887 with which I have credited the bond. -

8. Q. What amount of interest has he paid you on account of the bond?

A. The witness here called for a sheet of paper and after making a calculation answered:

He paid me the interest on \$1000 - from 22 December 1884 to February 22nd 1886 which is fourteen months at 6 per cent interest \$70. - I then deducted \$125. which he paid Feb'y 22nd 1886, from the sale of one of the horses mentioned in the deed of trust, leaves a balance of \$875. - Then he paid ^{6 per cent} ~~the~~ interest on \$875. from Feb'y 22nd 1886 to August 22nd 1887 which is \$78.⁷⁵ at six per cent.

9. Q. You have made a calculation in order to answer the foregoing question. Have you no other means of ascertaining the amount of money paid you?

A. I have no other accurate ~~it~~ means as I have been keeping no strict account of it. -

10. Q. Do you mean to swear that on the 22nd. February 1886 you only received from Walter A. Wills, the \$70. for interest and \$125. from sale of the bond?

A. Yes that was all he paid me on that bond -

11 Q. Did he pay you anything on any other account?

A. I don't remember that he did although he may have as we were having constant transactions -

12 Q. What amount has Rosa H. Wills paid you on said bond?

A. She has paid me the above mentioned \$303.⁵⁹ through Walter A. Wills and the interest as above stated

13. Q. Then she has acted through Walter A. Wills alone in making these payments?

A. Yes - She has made those payments through Walter A. Wills -

14. Q. Where was the original bargain made?

A. At Chuckatuck I presume as I was doing business there at that time. - The object of giving receipts is to close such transactions. I cannot remember every little detail. -

15. Q. Was Walter A. Mills present?

A. I don't know whether he was or not. - Euclid A. Mills was the first one that ever spoke to me about it. - I don't know that ~~Euclid~~ ^{he} was present the day we fixed up the papers. I don't know whether he died before we fixed up the papers or not. -

16. Q. Was Rose W. Mills present when the bargain was made in Chuckatuck?

A. I know Miss Rose was not present when Euclid approached me for the loan of the money but she came to Suffolk and signed the deed of trust in the presence of the Clerk Mr. Peter B. Prentiss. -

17. Q. You have spoken of a horse that was

61

traded and another that was sold by Walter A. Mills. - Were you not informed about this before it was done?

A. After the sale I was informed. But as to the trade I knew nothing about it for three or four months - I received the money from the sale of the horse, after the sale had been consummated, as Mr. Boykin required a release from me, - so said Mr. Walter A. Mills. - He has traded two horses without my knowledge or consent. When I spoke to Mr. Mills about it he said that they should be held in place of the others -

18Q

You say in your answer to the 5th. question in your examination in chief that Walter A. Mills allowed Turner Derring commission: Upon what did he allow ~~you~~ ^{them} commission?

A. He ~~is~~ was to allow them commission on all the crops raised by him and commissions ~~on that~~ ^{the amount of the} bond, provided I would let him use the horses and

not close the mortgage, and
Pinner & Derrington were to furnish
him to raise the crop.

19Q. What commission on the amount of
the bond was to be paid?

A. He first promised 5 per cent, with
which we charged him, for two
years - He then saw me Mr. Pinner
and said that he would not need
as heavy advances as we had been
advancing, and thought that we
ought to be satisfied with one-
half commissions. - I told him
I would make it three per cent
if he would continue to ship
us. -

20Q. Was not Pinner & Derrington charging him
5% commission on all shipments of produce
promised, whether shipped or not, and
nine per cent interest on all advances
made?

A. Yes I know that we charged him, ^{Walter A. Hills,}
commission whether it was shipped
or not, and suppose that we

Charged him 9 per cent interest as that is the usual rate.

21 Q. Then according to your ^{Primer & Derrington} statement you were receiving for the indulgence you gave on the \$1000. bond, five per cent commission for two years and three per cent afterwards, and you were charging in addition six per cent interest on the said bond?

A. I was charging Miss Rosa H. Wills six per cent interest, and Primer & Derrington was charging Walter A. Wills according to his bargain - unsolicited - a commission, and not nine per cent on the bond, but on his account which he owed them.

22 Q. What were Primer & Derrington charging on the bond?

A. Simply the commission of five per cent. - He refuses to pay it. We have charged him with it but he refuses to pay it therefore we have collected nothing.

23 Q. I understand that
Who rents the "Fair-view" or Wills

farm on which the horses and mules
covered by the deed of trust have
always been worked?

A. I understand that Walter A. Mills rents
it. He is my author -

~~23 Q. How you are not -~~

24 Q. Have you the bond secured with you?

A. No -

Re-examined.

1. you have said in your cross examination that you
furnished three fourths of the capital used in
the business of Pennie & Denney. Please state
what proportion of the profits of said business
you receive.

Ans. Mr. Denney allows me interest on the difference
in my investment & his & we then share the profits
equally -

2. If Walter A. Mills had shipped Pennie & Denney
1000 worth of produce, would you then have
charged him any commission except the regular
commission charged by Com. Merchants for
the sale of his produce?

Ans. I would not. we would not.

3. Then I understand you to say that he agreed to ship Pennie & Denney \$1000 worth of produce or in the event he failed to ship said amount he was to pay a commission on this amt?

Ans. That is just what he promised.

4. Did he fail to ship the amount he promised to ship to Pennie & Denney?

He did. He did not ship us enough to pay what we advanced him. He sold his potatoes in response to our order after giving Pennie & Denney a crop lien & made the money, except about fifty dollars.

5. Has he ever paid you the commission he promised you?

Ans. No. He refuses to pay it. Furthermore received our draft to pay his rent for 1887 & promised to give a crop lien as he had been doing for the year 1888 which he has refused to give after obtaining the draft.

6. I understand you to say positively that you have never received from Miss Rosa W. Wells through Walter A. Wells or any one else more than 6 per cent interest on the debt due you by said

Miss Rosa. W. Wells -

Ans.

I never have -

7.

Is it not a custom with Pinner & Derrington to make contracts with farmers in consideration of advances furnished them, that they shall ship certain amounts of produce and in the event of failure to ship the amounts agreed upon, they are to pay a commission to said Pinner & Derrington -

Ans.

It is -

Re: Cross. Examined:

1. Q.

If Walter A. Mills had complied with the bargain which you allege he made, what would he have paid Pinner & Derrington?

A.

He would have paid us 5 per cent commission on the amount of that bond, 5 per cent on Pinner & Derrington's advances, and interest on the amount of Pinner & Derrington advances. This was not a demand of ours, but a proposition of Mr. Mills. I told him that we could use the money

and make a good deal more, but we would let him use it, if he wanted it. -

2. Q. Would he not, in addition, have paid you 5 per cent commission for selling the produce he shipped to you for sale?

A. He would not - if he had shipped ~~up~~ what he promised he would not have had to pay us any more commission, and we only charged him up with the difference between what he shipped and what he promised to ship. -

3. Q. Do you mean to say that Mr. Mills has not paid your firm, nearly all that he owes you ^{on commissions} ~~on commissions~~ according to your ~~way~~ ~~of charging~~ ~~it~~ own accounts rendered to him?

A. We have him charged with it but we have a letter from him refusing to pay it. -

Further this deponent saith not. -

M. Pinner

Virginia

County of Hanseman County

I Minnie Briggs a
Notary Public for the County of Hanseman in the said
State, do hereby certify that the foregoing deposition of
M. F. Perine, was duly taken, sworn to and subscribed
before me, at the time and place, and for the purpose
 therein mentioned

Given under my hand this 27th day of September 1888

Minnie Briggs

Notary Public

Rosalwells

vs

M H Pinner & Co.

It appearing that there has been no
order or proceeding for five years in
this cause, it is ordered, that it be struck
from the docket with leave to re-instate
with for cause within one year
from this date.

47

Rosalind
vs.
M. J. Finer

Oct 12th 94

John C. Finer
C. M. J.

Entered in Chancery
Order Book No. 2.
Page 593.



Rosa W. Wills

vs.

W. F. Permer and Peter B. Prentiss Trustee.

The Answer of Peter B. Prentiss Trustee, one of the Defendants, to a bill of Complaint, exhibited against him W. F. Permer in the Circuit Court of Maryland County by Rosa W. Wills.

This Defendant, now and at all times hereafter, saving and reserving to himself all benefit and advantage of exception which can or may be taken or had to the many errors, uncertainties and inefficiencies in the said bill contained, for Answer thereto or to so much thereof as he is advised it is material or necessary for him to answer, Answers and says - That it is true that Rosa W. Wills executed her bond on the 22nd day of December 1884 for one thousand dollars to said W. F. Permer payable on demand or not one day after date as is alleged in Complainant's bill and on the same day she executed a deed of trust upon one Mahogany bay mare named "Grace", one light brown mare named "Storm Bird", one dark Bay Stallion named "George the Third", one Black filly named "Ethel", one light brown filly named "Bay Horse Boston", one Black mare named "Little Maid", one Black Mule named "John".

Bay Station" Md.

and one yellow mule named Kit to your respondent as trustee to secure the payment of the above mentioned bond for one thousand dollars. It is also true that the said M. F. Penner directed your respondent to advertise the personal property mentioned in said deed of trust for sale and that your respondent in obedience to his instructions from said M. F. Penner did advertise said property for sale in accordance with the provisions contained in said deed of trust, Saturday Sept. 1st 1888 being the day named in said advertisement for the sale of said property. And now having fully answered the complainant's bill so far as my knowledge goes, this respondent prays that he may be hence dismissed with his reasonable costs in this behalf expended, and he will ever pray.

Minnie Briggs
P.D.

State of Virginia
County of Hanover Trust.

This day personally appeared before me the undersigned a Notary Public for the County aforesaid Peter B. Prentiss Trustee and made oath that the statements made in the foregoing answer, so far as made of his own knowledge ^{and} and information so far as made upon knowledge or information

derived from others, he believes them to be true.

GIVEN under my hand This 13th Day of September

1888

Minnie Briggs

Notary Public

Rosa W. Wills

vs.

Mr. F. Penner and Peter B.
Purvis Penner

Answer of Peter B. Penner
Penner

Rosa W. Wells

vs.

M. F. Pennier and Peter B. Prentiss Trustee

The answer of M. F. Pennier, one of the defendants, to a bill of complaint, exhibited against him Peter B. Prentiss Trustee, in the Circuit Court of Hanscom County by Rosa W. Wells. This defendant, now and at all times hereafter, saving and reserving to himself all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and insufficiencies in the said bill contained, for answer shunts, on to so much thereof as he is advised it is material or necessary for him to answer, answers and says, That it is true that Rosa W. Wells executed her bond on the 22nd day of December 1884 for one thousand dollars to said M. F. Pennier, payable in demand & not on day after date as is alleged in complainant's bill and on the same day she executed a deed of trust upon one Mahogany bay man named "Grace, one light brown man named "Storm Bird", one dark

Bay Stallion named "George the Third" One
Black Gilly named "Ethel" One light brown
Gilly named "Little Mand" - One Black Mule
named "John" and one yellow Mule named
"Kit" To Peter B. Prentiss Trustee To Receive
The payment of The Above mentioned bond
for one thousand Dollars. It is also
true that the said M. F. Penner directed
his trustee Peter B. Prentiss to advertise
said property for sale and that said
Peter B. Prentiss^{Trustee} in obedience to his instructions
from said M. F. Penner did advertise said
property for sale in accordance with the
provisions contained in said deed of
trust. Saturday September 1st 1888 being
the day named in said advertisement
for the sale of said property. It is also
true that said Rosa W. Wills through her
brother Wm. Wills has paid said M. F.
Penner the interest on said bond of
one thousand dollars from the date of
same to the 22nd day of August 1887
but this Respondent denies that he received
more than six per cent interest. It is also
true that said Rosa W. Wills paid \$125.
on the 22nd day of February 1886 on said
bond and \$178⁵⁹/₁₀₀ on the 22nd day of

August 1887, said amounts having
been duly credited on the said bond.
But your Respondents emphatically denies
"That The said deed of trust was not to be
foreclosed without first giving said Rosa W.
wills ample notice and sufficient time
to raise the money in the event said Pinner
shower with the principal of the bond paid,"
+ says if such a promise had been made, he
has more than kept it, as he demanded the
principal of said bond in January 1886
and has been demanding and trying to
collect it ever since, thus having given
the complainant more than two years notice,
during which time the said complainant
has traded off or sold three of the said
houses mentioned in said deed of trust
thereby lessening your Respondents security
for his said debt. Your Respondents also
denies that said contract is in anyway
limited with usury - "That Rosa W. wills
under her agreement with said M. F. Pinner
was to pay him 9 per cent interest and that
he was to receive said per cent on his debt,, -
That the said Rosa W. wills has ever paid
him more than legal interest on said debt
or that he has ever charged her more than

Six per cent interest on same. And now.
Having fully answered the complainant's
bill, this respondent prays that the
injunctive granted by your Honor in this
case may be dissolved and that he may
discontinue with his reasonable costs in
this behalf expended, and he will ever
pray &c.

Merine Briggs
P. D.

State of Virginia
County of Hanover & Court:

This day
personally appeared before me, the undersigned
a Notary Public for the County aforesaid
W. F. Penner, and made oath that the statements
made in the foregoing answer, so far as made
of his own knowledge, are true, and, so far
as made upon knowledge or information derived
from others, he believes them to be true
Given under my hand this 30 day of
September 1888.

Merine Briggs
Notary Public

Rosa W. Wills

vs.

W. F. Penner and Blm B. Penner
Debtors

Answer of W. F. Penner

Trustee's Sale of Valuable Horses and Mules, by Auction!

Pursuant to a Deed of Trust, executed by R. W. Wills to the undersigned, Trustee, for the benefit of M. F. Pinuen, which Deed is dated the 22nd day of December, 1884, and duly recorded the 29th day of January, 1885; I shall proceed to sell for Cash, on Saturday, the 1st day of September, 1888, at 12 O'clock ^{about one mile from the Village of Chatham} ^{at the Wills Farm (Fair View)} the following property, to wit:

One Mahogany-bay mare, named "Grace": One light-brown mare, named "Storm-Bird": One dark-bay Stallion, named "Red-Bill": One dark-bay colt, named "George The Third": One black filly, named "Ethel": One light-brown filly, named "Little Maude": One black Mule, named "John"; and one yellow mule, named "Kit".

Suffolk, Va:

August 20th: 1888

Peter B. Prentiss, Trustee

Exhibit with
Bill of
Rosa W. Willis

v.

M. J. Finney & Co.

Rosa W. Hills

^{vs.}
M. J. Pinner and Peter B. Prentiss, Trustees -

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

Humbly complaining your oratrix
Rosa W. Hills of Fauquier County, Virginia,
respectfully represents:

1. That on the 22nd day of December 1884
she executed her bond payable one day after
its date to M. J. Pinner, and on the same
day executed a deed of trust upon one
mahogany bay mare named "Grace"; one
light-brown mare named "Storm Bird";
one dark-bay Stallion named "Red-Bill";
one dark-bay colt, named "George the Third";
one black filly named "Ethel"; one light-
brown filly named "Little Maude"; one
black mule named "John"; and one
yellow mule named "Ket", - to Peter
B. Prentiss, Trustee. -

At the time of the execution of the
said bond and deed of trust ~~and at~~
your oratrix had very little other prop-
erty, and it was distinctly understood
that the said deed of trust was not
to be foreclosed without first giving

youratrix ample notice and sufficient time to raise the money in the event the said Primer should wish the principal of the bond paid. The said Primer has recently, and without giving any such ample notice, ~~recently~~ demanded an immediate settlement in full, and youratrix having no other property or means has been unable to comply with such demand; and the said Primer disregarding his promise and youratrix's rights has ~~also~~ directed the Trustee to advertise and sell the said property for the satisfaction of the said debt. Saturday the 1st day of September 1888 is the day fixed for the sale. A copy of the advertisement is herewith filed marked "Exhibit" and youratrix prays that it may be read as a part of this bill.

2. Youratrix avers that the said contract is tainted with usury, that under her agreement with the said Primer she was to pay and he was to receive interest at the rate of nine per centum per annum. Accordingly she has from time to time paid the said Primer interest upon the said debt at the

rate of nine per cent per annum from the date of the bond to the 22nd day of August 1887. - And she avers further that she ~~paid~~ has paid the following additional sums on account of the said bond, viz, One hundred and twenty-five dollars on the 22nd day of February 1886, and One hundred and seventy eight ⁵⁷/₁₀₀ Dollars on the 22nd day of August 1887. - All of these payments she offers to set off against the principal of said bond, which being tainted with usury bears no interest as she avers. -

Youratrix asks for no discovery from the defendant Pinner. -

Inasmuch therefore as youratrix is without remedy save in a Court of equity where such matters are properly cognizable and relievable she prays that M. F. Pinner and Peter B. Prentiss, Trustee, may be made parties defendant to this bill and required to answer the same (but answers under oath are hereby waived); that an injunction may be awarded to prohibit and restrain the defendants

their agents, attorneys and all others from proceeding to foreclose the said deed of trust until the matters herein charged can be investigated; that an account may be taken by one of the Commissioners of this Court to ascertain what amount is legally due upon the said bond by youratrix; and for such other, further and general relief as the nature of the case may require and ~~the~~ the principles of equity justify.

And youratrix will ever pray &c.
Let a Subpoena go &c.

Robt R Prentiss J. G. - Basil H. Mills

State of Virginia,
County of Hanover, to wit:

This day Walter A. Mills personally appeared before me and made oath that the statements of the foregoing bill are true to the best of his knowledge information and belief. - Given under my hand this 28th day of August 1888. -

Robt R Prentiss
Commissioner in Chancery.

In Vacation: Circuit Court of Nausemond
County, 29th. August 1888. -

Rosa W. Wills

M. J. Pinner and Peter B. Prentis, Trustees.

On the motion of the complainant
an injunction is awarded to prohibit and
restrain M. J. Pinner, Peter B. Prentis, Trustees, their
agents, attorneys and all other persons from pro-
ceeding to foreclose the deed trust executed by
Rosa W. Wills dated 22. December 1884, by the
sale of the horses and mules thereby conveyed
or by any other ways or means whatsoever,
until the further order of the Circuit Court
of Nausemond County. -

But before the complainant shall
have the benefit of this order, she, or
some one for her must execute a bond
before the Clerk of the Circuit Court of
Nausemond County in the penalty of \$250.-
conditioned to pay all such costs and damages
as may be awarded in case this injunction
shall be dissolved. -

C. W. Shie
Judge

To the Clerk of the
Circuit Court of Nausemond County.

Prentiss. p. 9

Rosa W. Mills

Bill and
Exhibit

W. J. Pinner Jr.

Manassas Creek Court