

1894-026

Nansemond Co. (Suffolk)

Chancery Causes: John H. Wright & Javan Horrell vs Epes, Tuggle & Co et al

Dillard, Epes, Kilby, Causey, Holland

Folder 1 of 2

1st Case

Wright & Harrell

vs

Eps Single Bed
Costs

Causey Clerk 4,48

Gomer " 2,47

Harrell Shf. 50

J L Paul Shf. 200

Nolloway 150

Jay 1500

Atty 1500

\$ 25,95

x
CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Freeman Eppes, J. M. Dillard, R. W. Tuggle and J. F. Eppes, partners in trade & manufacturers of Guano under the name & style of Eppes, Tuggle & Co., W. Kilby their atty - W. B. Causey Clerk of the Circuit Court of Nansemond County and W. H. Howell Sheriff of Nansemond County.

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in January next, to answer

a Bill in Chancery, exhibited against them in the said Court by Jos H. Wright & J. H. Howell

Howell

and have then and there this summons.

Witness, Wm B Causey
PETER B. PRENTIS, Clerk of our said Court, at his office, this 31st day of December 18 89, in the 114th year of the Commonwealth.

Teste:

Wm B Causey

Clerk.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Freeman Epper, J. M. Dillaul, R. W. Tuggle and J. F. Epper, partners in trade & manufacturers of suans, under the name & style of Epper Tuggle & Co, W. J. Kirby their Atty— — W. B. Causey, Clerk of the Circuit Court of Nansemond County and W. H. Howell Sheriff of Nansemond County

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in *January* next, to answer a Bill in Chancery, exhibited against *them* in the said Court by *Jos. H. Wright of Javan Harrell*

and have then and there this summons.

W. B. Causey
Witness, ~~PETER B. PRENTIS~~, Clerk of our said Court, at his office, this *3rd* day of *December* 18*89*, in the 11th year of the Commonwealth.

Teste:

W. B. Causey Clerk.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

Nottoway

TO THE SHERIFF OF ~~NANSEMOND~~ COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*Freeman Eppes, J. M.
Dillard, R. W. Suggs and J. F. Eppes. partners
in trade & manufacturers of Guano under
the name & style of Eppes, Suggs & Co. W. J.
Kilby their Atty. W. B. Causey Clerk of
the Circuit Court of Nansemond County
and W. H. Howell Sheriff of Nansemond County*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for
the said Court, on the ~~first~~ ^{third} Monday in *January* next, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *Jno. H. Wright & Javan*

Howell

and have then and there this summons.

Wm B. Causey
Witness, ~~PETER B. PRENTIS~~, Clerk of our said Court, at his office, this *31st* day of

December 1889, in the 114th year of the Commonwealth.

Teste:

Wm B. Causey

Clerk.

memo.

The Injunction as prayed for in the complainant's Bill is hereby awarded and the said Freeman Epper, Jm. Dillard, R.W. Fuggle and J. F. Epper, partners in Trade and Manufactures of Sausages under the name & style of Epper, Fuggle & Co. W.G. Kilby, their Attorney, W.B. Causey Clerk of the Circuit Court of Nausemound County, W.H. Howell Sheriff of Nausemound County, their agents, attorneys and all other parties, are hereby enjoined and restrained from all further proceedings upon the judgment entered at the October Term 1889, of the Circuit Court of Nausemound County, in favor of Epper Fuggle & Co. against Jno. H. Wright and Javan Harrell, alleged to be partners under the name of Wright & Harrell until the further orders of this Court.

Respectfully
Wm. B. Causey Clerk

Wright & Harrell

Sumner in Chg

Epper, Fuggle & Co. & Co.

January Rules 1890
J.H. Munday

1889

Dec 31st the Bond required by the State Justice Judge of Law been executed.

Wm. B. Causey Clerk

To hand for take to be executed -
Jan. 7-1890

J. L. Pomeroy

Chff. of Notary "over"

Pro. B. K. Mar 2
p. 27.

Execution on the 15th day of January 1890 by delivering true copies of the within Decree in Chg. on J. M. Dillard, Freeman Epper, J. F. Epper & R. W. Fuggle -

Fee for above service paid -
J. L. Pomeroy Chff.

J. L. Pomeroy
Chff. of Notary - Va

Know all men by these presents that we Geo. H. Wright, as principal, and C. W. Wright as surety are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of One Hundred and fifty dollars, for the payment of which we bind ourselves our heirs & administrators, jointly and severally, firmly by these presents, and waive the benefit of our Homestead Exemption as to this debt. Sealed with our seals and dated this 31st day of December 1889.

The Condition of the above obligation is such, that whereas the above bound Geo. H. Wright and J. Aaron Hamell, in a Bill of Injunction in the Circuit Court of Hanover County against Freeman Eppes, J. M. Dillard and R. W. Tuggle and J. A. Eppes, parties in trade & manufacturers of Guns, under the name or style of Eppes, Tuggle & Co; Wilbur J. Kilby their Attorney, W. B. Causey Clerk of said Court and W. H. Howell, Sheriff of Hanover County, have secured from Hon. C. W. Hill, Judge of said Court, an Injunction or restraining Order restraining said defendants their agents, attorneys and all other parties, from all further proceedings upon a judgment entered at the Oct term 1889, of said Circuit Court, in favor of said Eppes, Tuggle & Co against

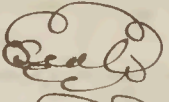
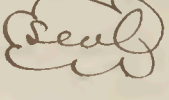
John H. Wright and
C. W. Wright

To } Injunction
Bond

The Commonwealth
of Virginia.

1889
Dec. 31st, Executed
and acknowledged
by the obligors and
recorded.

Said Jno. H. Wright & Javan Hamell, alleged to
be partners under the name of Wright and
Hamell, until the further order of said Ci-
vil Court. Now if the above bonded Jno. H.
Wright and C. W. Wright, or either of them
shall pay all such costs and damages as
may be awarded against the Plaintiffs
in said Cause, in case said Injunction
shall be dissolved, then the above obliga-
tion shall be null and void, or else remain
in full force and effect.

John H. Wright. 
C. W. Wright. 

Geo. H. Wright & }
Jas. H. Hamell } Plffs

vs } In Chancery -
Eppes, Tuggle & Co also Dfs

The Injunction as prayed for in the Complaints
into Bill is hereby awarded, and the said Free-
men Eppes, J. M. Dillard, R. W. Tuggle and J. F.
Eppes, partners in trade and manufacturers of
Guano, under the name style of Eppes, Tuggle & Co.
W. J. Killy, Their Attorney, W. B. Causey, Clerk of the
Circuit Court of Nausemound Co, W. H. Howell Sheriff
of Nausemound County, Their Agents, Attorneys and
all other parties are hereby enjoined & restrained
from all ^{further} proceedings upon the judgment ^{granted}
Laid at the October term 1889, of the Circuit Court
of Nausemound County, in favor of Eppes, Tuggle & Co
against Geo. H. Wright and Jas. H. Hamell, alleged
to be partners under the name of Wright & Hamell
until the further orders of this Court. But this order
shall not take effect until the Complainants
or some one for them shall execute before the
Clerk of the Circuit Court of Nausemound County
a bond in the penalty of \$ 150 - with security ap-
proved by said Clerk, and Conditioned to pay all
such Costs and Damages as may be adjudged
against them in case this Injunction shall be
dissolved.

C. W. Price
Judge &c

31st Dec 89

Wright & Harrell

vs. }

Epes, Tuggle & Co.

Order awarding
Injunction 31st.
Dec. 1889

Entered Chancery
Order Book No 2
page 306.

Wright and Harrell

vs.

Epes, Tuggle Hes. Sals.

On the motion of the defendants by counsel leave is given them to file their answers to the Bill in this cause and said answers are accordingly this day filed. And it appearing to the Court that the order awarding an injunction ^{on the 31st day of December last} to the Complainants in this cause, ~~on the 31st day of December last~~ and does not conform to the law in such cases made and provided and is erroneous and that the injunction Bond given by the Complainants in pursuance of said order is not conditioned according to law, to the end that said order ~~may~~ and injunction ~~may conform to the law and~~ ^{and an injunction} ~~said~~ ~~or~~ a bond be given conditioned according to law. it is ordered that said order and injunction be corrected and amended so as to read as follows:

The injunction as prayed for in

the Bill of the Complainants is hereby awarded them to enjoin and restrain the defendants, their agents, Attorneys and all other persons from all ~~&~~ further proceedings on the judgment in said Bill and answers mentioned, namely, the ~~injunction~~ judgment recovered by the defendants Freeman Efes, J. M. Dillard, R. W. Tuggle and J. F. Efes, partners in trade and manufacturers of guano under the name and style of Efes, Tuggle & Co. against the Complainants in the office of the Clerk of this Court and confirmed at the close of the last Term of this Court on the 18th day of October A. D. 1889 for the sum of one hundred and fifty and $\frac{7}{100}$ dollars with legal interest thereon from the first day of August A. D. 1889 till paid and eight and $\frac{3}{100}$ dollars costs, until the further order of Court.

But the said injunction shall not take effect until Bond with good security be given and acknowledged by the Complainants, or either of them before the Clerk of this Court in his office in a penalty equal to double the

amount of said judgment, payable to the Commonwealth of Virginia and conditioned to pay said judgment and all such costs as may be ~~aw~~ awarded against the Complainants and all such damages as may be incurred in case the said injunction shall be dissolved.

Wright & Hamell

vs. } In Chy.

Epes. Tuggle & Co. Hds

Order

To be entered

April 15th. 1890

C. H. H. H.

Entered Chancery
Order Book No 2
page 329.

Judgment obtained in the Clerk's Office of the Circuit Court of Nausemud County, and confirmed at a court held and closed for the said County on Friday the 18th day of October 1889.

Cost Freeman Epes J. M. Dillard R.W.
Clerk \$3.80 Tuggle and J. F. Epes partners in
Attys. \$3.50 trade and Manufacturers of Guano
Shff. 1.00 under the name and style of
\$8.30 Epes Tuggle & Co. } ----- Plaintiffs
Fi. Fa. Oct. 28. 1889. Against } In Debt.

John Wright and Javan Harrell
partners in business as Farmers under
the name and style of
Wright & Harrell ----- Defendants

The judgment obtained at Rules not having been set aside and the Plaintiffs being now entitled to a final judgment, it is therefore, considered, that the Plaintiffs recover against the defendants, One hundred and fifty dollars and seventy five cents the debt in the declaration mentioned, with interest thereon at the rate of six per centum per annum from the first day of August 1889 till paid and their costs by them about their suit in this behalf expended.
And the said defendants in mercy &c.

A Copy Teste:

A. P. Gomer Clerk

The following is a copy of the note.
on which the above judgment was
founded. to wit;

\$150. 75

Blackstone Va. July 1st. 1889.

Thirty days after date we
promise to pay to the order of Epes, Tuggle & Co.
One Hundred & Fifty & ⁷⁵/₁₀₀ Dollars.
for value received, negotiable and payable
without offset, at the Merchants & Farmers
Bank, at Portsmouth Va. and we and
each of us, Makers and endorsers, jointly
and severally, waive the benefit of our
Homestead Exemption as to this debt.

Wright & Harrell

Due — — — 1/3 Aug.

A Copy
Teste:

A. P. Gomez clerk

Wright & Hamrell

vs. } In Chy.

Epes, Tuggle & Hos.

Exhibit A.
filed with the
answers of Epes,
Tuggle & Hos. & als.

In the Circuit Court of chause-
mond County, Va.

Wright & Harrell

vs.

Epes. Tuggle Hes. Sals

} In Chancery

The joint and separate an-
swers of Freeman Epes, T. M.
Dillard, R. W. Tuggle and J. F.
Epes, partners in trade and man-
ufacturers of guano under the
name and style of Epes. Tug-
gle and Company, Wilbur J. Kilby
their Attorney, William B. Causey
Clerk of the Circuit Court of
chausemond County and William
H. Howell, Sheriff of chausemond
County, the defendants, to a Bill
of Complaint exhibited against
them in the Circuit Court of
chausemond County by John H.
Wright and Javan Harrell, Com-
plainants;

These Respondents reserving
to themselves the benefit of all
just exceptions to the said Bill,
for answer thereto, say,

That it is true, as stated in
said Bill, that prior to the October

Term 1889 of said Court suit was instituted in said Court by said Ephes Tuggle Heo, against said Complainants upon a note for the sum of one hundred and fifty and $\frac{75}{100}$ dollars with interest from the third day of August 1889 made in the name of said Complainants by said Javan Harrell and that in said suit said Complainants were sued as "partners in business as farmers under the name and style of Knight & Harrell". The said suit was regularly matured at Rules and, as the result thereof, a judgment was obtained by said Ephes Tuggle Heo, against said John H. Knight and Javan Harrell in the office of the Clerk of said Court and afterwards confirmed at the close of the Term of said Court which ended on the 18th. day of October 1889, for the sum of one hundred and fifty and $\frac{75}{100}$ dollars with legal interest thereon from the first day of August 1889 till paid, and

Eight and $\frac{30}{100}$ dollars costs, ^{together with said} copy of said judgment, ~~and~~ note is herewith filed as part of this answer and marked Exhibit A.

These defendants deny that any defense was made or plea of any kind interposed either in said office or ^{time during the} at any term of said Court ^{which closed on the 11th day of October 1889} to prevent the recovery of said judgment, or the confirmation or finality thereof, ~~and call for the strictest proof of any thing to the contrary alleged in said Bill.~~ The record in said suit and of said judgment is absolutely correct in all respects and these defendants deny that ~~rights of the Complainants~~ have any right whatever to interfere therewith or to the benefits of an injunction to enjoin and restrain such proceedings as may be necessary to secure the satisfaction of said judgment or the full benefits thereof to which said Efes. Duggle Ho.

are entitled..

These defendants also deny that the said Complainants had ^{or now have any} good and substantial cause of defence to said suit ^{on the} ~~for~~ ^{contrary they had, and now have, up defense, whatever to said} ~~the recovery of said judgment~~ suit and if the relief sought by them should be granted ~~and call for strict proof here-~~ a different result would not be attained than that of already attained by said suit and judgment.

It may be true that said John H. Wright entered his name upon the docket of the Court as Counsel for said Complainants previous to the calling of said suit, but these defendants deny that he directed the plea of nil debet to be entered at that time or any other time. Said Epes. Tuggle & Co. were not present either in person, or by attorney, at the time specified and therefore, the said Complainants had no right either in person or by attorney, to direct the Clerk to enter, nor did the Clerk have any right to receive and enter, said plea or any other plea in said suit, even if any had been offered, but these defendants deny that any plea whatever was either offered or

or entered previous to the calling
of said suit, ^{or at any other time,} ~~and call for proof~~
~~to the contrary.~~

These defendants also deny
that, when said suit was called,
said Complainants, or either of
them asked to have said plea
entered and leave to file other
pleas, ~~and that counsel~~ when said
suit was called and the de-
fendants given an opportunity to
file such pleas as were proper,
they simply replied, through
their attorney, "let that case
stand", "or pass it by for the
present", or words to that effect,
and utterly failed either then
or at any other time during the
Term of the Court ~~to~~ to plead
in any manner, shape or form
and as a consequence, as these
defendants well knew would
be the case, the judgment which
had been obtained as aforesaid
in said Clerk's office, became
final and irrevocable at the
close of the term of the Court.

These defendants also deny
that the counsel of said Epes. Puggle

Heo, asked, when said suit was called, if any defence would be made to the action and that he was informed by the counsel for said Complainants of the plea of nil debet and also of the plea of non est factum by said Complainant, John H. Wright, should it become necessary to file other pleas and also of special pleas by both of said Complainants.

It is true that the counsel of said Wright & Harrell soon after said suit had been called, had a conversation with the counsel of said Epes. Duggle Heo, with reference to a proposition of said Harrell which had been made to the counsel of said Epes. Duggle Heo, for a settlement of their said claim, ^{but it is not true} ~~and~~ that said counsel for said Wright & Harrell said, "if said proposition should be accepted there would be no further need of pleadings," ^{In the course of said conversation} ~~and it is also true,~~ the counsel for said Wright & Harrell was informed that

there was no probability of the acceptance of the ^{said} proposition, but if it should be accepted, the settlement could be made as well after as before the judgment, and thus the counsel ^{of said Wright & Hapwell} was made aware of the fact that the Counsel for the said Efes. Tuggle Hco. was looking forward to the final confirmation ~~of the office judg-~~ at the end of the term of the Court, of the office judgment which had already been obtained.

These defendants deny that the said Complainants either in person or by Counsel directed said plea of nil debet to be entered in said suit and that they ^{or their Counsel} understood the suit was continued, and that the Counsel of said Efes. Tuggle Hco. gave said Complainants or their Counsel to understand in any manner whatever that he ~~or said~~ was not prepared to go to trial on said plea. Said Counsel of Efes. Tuggle Hco. well knew that he had already secured a good

and valid judgment in the ^{said} office which at the end of the term would become final and binding and that, therefore, it was not necessary for him to have one word to say in the case, ~~unless said Complainants should plead~~ to accomplish the purpose of the suit, nor in the absence of a plea from said Complainants to say whether he was prepared to go to trial or not, nor otherwise disclose his purposes to said Complainants, or their counsel. As no plea was entered the occasion did not arise for him to say he was not prepared to go to trial and, therefore, he made no such statement.

These defendants say that in the absence of a plea, an order setting aside said office judgment and continuing said suit was properly not entered and that said office judgment regularly and properly became final and binding on said

Complainants and should not be disturbed: that no injustice has been done said Complainants in the premises: that they were not denied the right to defend said suit, but on the contrary had ample ~~time~~ opportunity to defend it: that the Clerk of said Court did not fail to enter said plea by reason of any misunderstanding or failure to hear the plea when tendered: that his failure to enter the plea was due to the fact that no plea whatever was tendered: ^{that} said Complainants had full opportunity for a fair hearing of said suit on its merits, but failed to avail ~~themselves~~ themselves of it, and are not entitled to another: ^{and that} said judgment should not be annulled and set aside as having been improperly ~~granted~~ entered ~~and~~ nor said Complainants allowed to plead and make defence to said suit.

These defendants, therefore, pray that the injunction awarded to enjoin and restrain them

from all further proceedings on
said judgment may be dis-
solved and ~~said~~ ^{the} Bill of
the Complainants dismissed
and that they may be hence
dismissed with their reasonable
costs by them in this behalf
expended and they will ever
pray etc.

Ephes. Tuggle Seco. Wm B.
Causey, Clerk, Wm H. How-
ell, Sheriff, and Wilbur
J. Kilby, Atty.
By Wilbur J. Kilby, p.d.

15 April 1890

Virginia

County of Chausemond, to wit:

This day Wilbur J. Kilby appeared in
person before me, ^{Clerk of the Circuit Court} ~~a Notary Public~~ for said
County and made oath that the matters
in the foregoing answers stated as of his
own knowledge are true and those stated
upon information of others he believes
to be true.

Given under my hand this 15th,
day of April A. D. 1890.

A. P. Gomer Clerk

Wright & Harrell

vs. } In Chy.

Epes, Tuggle Hco.
Hals.

Answers of
Epes, Tuggle Hco.
Hals. filed by
leave of Court
15 April 1890

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

Complaining Shown
unto Your Honor: Your Complainants, Geo. H.
Wright and Javan Hamell, as follows:

That prior to the October term 1889 of said
Court suit was instituted in said Court
by Freeman Eppes, J. M. Dillard, R. W. Fuggle
and J. F. Eppes, partners in trade and manu-
factures of Guano, under the name and
style of Eppes, Fuggle & Co., against Your
Complainants, alleged to be partners, under
the name of Wright Hamell, upon a note
for \$150⁷⁵ with int from Aug 3rd 1889, made
in the name of Wright Hamell, by said
Javan Hamell. Previous to the calling
of said cause, Your Complainant Geo. H.
Wright, entered his name upon the docket
as Counsel for defendants and directed
the plea of Nil debet. to be entered. When
the cause was called, Your Complainant ^{Geo. H. Wright}
asked to have this plea entered, and leave
to file other pleas. At the same time the
Counsel for Plaintiffs asked if any defence
was made to the action, and was informed
by Counsel for defendants, of the plea of
Nil debet, and also of the plea of Non Est fac-
tum by said defendant, Geo. H. Wright. Should
it become necessary to file other pleas

and also of special pleas by both of said defendants. At the same time counsel for defendants stated to Plaintiffs' counsel that he had been informed by Javan Hamell, one of the defendants, of a proposition submitted by said Hamell for settlement of the claim, and if said proposition should be accepted there would be no further need of pleadings.

Your Complainant, Jas. H. Wright, as counsel for defendants, did direct the plea of Nil debet to be entered, and then understood that the Cause was continued, as he at the same time understood that the Counsel of Plaintiffs was not prepared to go to trial on the plea. To the surprise of Your Complainant, they find that instead of an Order setting aside the office judgment in said Cause and continuing the Cause, a judgment against Your Complainant was entered and signed, as if no plea had been entered, and ~~as~~ writ of fi. fa. is now in the hands of the Sheriff of Harsemond County, against Your Complainant. Your Complainant allege that they had good and substantial Cause of defense to said action, and that by the failure to enter their plea, and continue the Cause gross injustice is done them, and they are denied the right of defense. They

believe that Such failure was due to the misunderstanding of the Clerk of said Court, who from some cause failed to hear the plea when tendered, though Your Complainants rested under the supposition that their plea and an order of Continuance were entered. Your Complainants desire only a fair hearing upon the merits of their cause, and did not interpose any plea merely for delay. But since said judgment has been so improperly entered and Execution thereon is now in the hands of the Sheriff, Your Complainants are without remedy, save in a Court of Equity. To the End &c, they pray that said Freeman Eppes, J. M. Dillard, R. W. Tuggle and J. F. Eppes, parties ^{under the name of Eppes, Tuggle & Co.} as aforesaid, ~~may be made parties defendant to this bill and required to answer the same~~ ~~Wilbur J. Kilby their Attorney, W. H. Howell, Sheriff of Nausemout County and~~ ~~Ch. H. D. Causey, Clerk of said County, may be made parties defendant to this Bill and required to answer the same~~ (answer under Oath being waived). That Your ^{Honor} ~~Order~~ will award to Your Complainants an Injunction, restraining the said Defendants from all further proceedings upon said judgment until the further order of

This Court; that said judgment may be annulled and set aside as having been improperly ~~put~~ entered and that your Complainants may be allowed to plead and make defence to said cause, as they should have done, but for the failure to enter their pleas; and that they may have such other, further and general relief in the premises as their cause requires or to Equity may seem meet, and they will ever pray &c.

Jos. H. Wright

Javan Harrell by
Jas H. Wright his atty -

Hausemond Co to wit:

I Lee Pratt a Notary

Public for the said County do certify that Jos. H. Wright, one of the Complainants in the foregoing personally appeared before me in my said County and made oath that the statements contained therein are true. Given under my hand this 27th day of December 1889 -

Lee Pratt N. P.

Wright & Harrell
vs. Bill
Ephes. Tangle Hoos.

Wright & Harrell
vs } In Chancery

Essex Tugge & Co

Chancery Notes

First case

Chancery Papers
Wright & Harrell

Against

Epes Suggs & Co. v. al

John H. Wright - b. g.

1894 Apr 12th
Dismissed

For costs

\$ 25.95

Ind Case

Wright & Harrell

vs

Exes Inq re Ho

Costs.

Appl Genl Clks 8.21

Howell Shp 2.00

Shp Notary, J L Powell 2.00

Surgt. J B Ingham 50

Werk Car 1.50

Atty — 15.20

39.21

Notary's Fee 8.00

37.21

CHANCERY SUMMONS.

The Commonwealth of Virginia,

Nottoaway

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*Freeman Eppes,
J. M. Dillard, R. W. Tuggle & J. F. Eppes*
partners and Manufacturers of Guano
under the name of Eppes Tuggle & Co.
Wilbur J. Killy their Attorney Wm. N. Hurrell
Sheriff of Nansemond County Va. and A. P.
Gomer Clerk of the Circuit Court of
Nansemond County Va.

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 *August* next, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *Jno. H. Wright*
& *Javan Harrell*

and have then and there this summons.

Witness, *A. P. Gomer*
PETER B. PRENTIS, Clerk of our said Court, at his office, this *14th* day of
July 18*90*, in the 11*5*th year of the Commonwealth.

Teste:

A. P. Gomer

Clerk.

"The Injunction, as prayed for in the accompanying Bill of Complaint of Jas H. Knight, and James Harrell, ~~is~~ hereby awarded, and the defendants, their agents, attorneys and all other parties, are hereby enjoined and restrained from all further proceedings on the judgment in said Bill mentioned, entered in the clerk's office of this court at the October Term 1889 for the sum of \$150.25 with interest from the 1st day of August 1889. Till paid and \$8.00 costs, until the further order of this court. But this order shall not take effect until the complainants, or some one for them execute a bond with good security before the clerk of this court in a penalty of double the amount of said judgment, and conditioned to pay said judgment and all such costs as may be awarded against them and all such damage as may be incurred in case said ~~judgment~~ Injunction shall be dissolved."

The bond required by the foregoing order has been executed with security approved by me.

A. P. Gorner Clerk

Copy
for
Sheriff
Wright
James
J. Sumner
C. J. Dwyer & Co

1890

August Rules
first Monday,

Executed the 19th

day of July 1890

Being the copy
of the within process
on W. W. Dwyer & Co. & Co.
J. M. Dwyer & Co. & Co.

Also - J. D. Dwyer & Co.

Proc. Book No 2 pg 35-188

See for same page J. D. P.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Jerman Eppes, J.M.*
Bill and R.W. Suggs of J.P. Eppes, partners and manufac-
turers of Guano under the name of Eppes, Suggs & Co,
Wilbur J. Kilby, their attorney, Wm. H. Howell Sher-
iff of Nansemond County Va, and A.P. Gomes, Clerk
of the Circuit Court of Nansemond County Va -

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 *August* next, to answer a
Bill in Chancery, exhibited against *them*
in the said Court by *Jos. H. Wright & James*
Howell -

and have then and there this summons.

A.P. Gomes
Witness, ~~PETER B. PRENTIS~~, Clerk of our said Court, at his office, this *14th* day of

July

18 *90*, in the 11^{*th*} year of the Commonwealth.

Teste:

A.P. Gomes

Clerk.

"The injunction, as prayed for in the accompanying Bill of Complaint, of Geo. H. Wright and Javan Hamell, is hereby awarded, and the defendants, their agents, attorneys and all other parties, are hereby enjoined and restrained from all further proceedings on the judgment in said Bill mentioned, entered in the Clerk's office of this Court at the October term 1889, for the Sum of \$150 ⁰⁰ ₀₀, with interest from the 1st day of August 1889, till paid and \$8 ⁰⁰ ₀₀ costs, until the further order of this Court. But this order shall not take effect until the complainants, or some one for them execute a bond with good security, before the clerk of this Court, in a penalty of double the amount of said judgment, and conditioned to pay said judgment and all such costs as may be awarded against them, and all such damages as may be incurred in case said injunction shall be dissolved."

The bond required by the foregoing order has been Executed with security approved by me.

A. P. Plomer Clerk.

A Copy
for ~~the~~ ^{the} ~~clerk~~ ^{clerk} ~~of~~ ^{of} ~~the~~ ^{the} ~~court~~ ^{court}

Wright & Hamell

W. J. Summers

Oppen & Co. & Co.

1890

August Rules Court

Monday

12th day of July 1890
Entered by return a true copy in writing
on the within named W. J. Kelly W. J. Hamell
and W. J. Hamell
for W. J. Hamell & Co.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Freeman Eppes,*
J. M. Dillard, R. W. Tuggle & S. J. Eppes
 partners and Manufacturers of Guano
 under the name of *Eppes Tuggle & Co.*
Wiebur J. Kelly their Attorney *Wm. H. Howell*
 Sheriff of Nansemond County *Wm.* and
A. P. Gomer Clerk of the Circuit Court
 of Nansemond County *Wm.*

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 *August* next, to answer

a Bill in Chancery, exhibited against *them*
 in the said Court by *Jos. H. Wright &*
Jam. Harrell

and have then and there this summons.

Witness, *A. P. Gomer*
Peter B. Prentis Clerk of our said Court, at his office, this *14th* day of
July 1890, in the 11th year of the Commonwealth.

Teste:

A. P. Gomer

Clerk.

"The Injunction as prayed for in the accompanying Bill of complaint of Jno. H. Wright and Jovan Harrell, is hereby awarded, and the defendants their agents, attorneys and all other parties are hereby enjoined and restrained from all further proceedings on the judgment in said Bill mentioned entered in the clerk's office of this court at the October term 1889, for the sum of \$1802⁵⁰ with interest from the 1st day of August 1889, till paid and \$8.30 costs until the further order of this court. But this order shall not take effect until the complainants or some one for them execute a bond with good security before the clerk of this court, in a penalty of double the amount of said judgment and conditioned to pay said judgment and all such costs as may be awarded against them and all such damages as may be incurred in case said Injunction shall be dissolved."

The bond required by the foregoing order has been executed with security approved by me.

A. P. Gomez Clerk

August Rules first
Monday.

1890

Chas. Aug 9 1890

Wright & Harrell
vs J. Harrell

A Copy for A. P. Gomez
for the Court

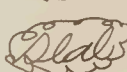
Know all Men by these presents that
we John H. Wright and Edmund W.
Wright are held and firmly bound
unto the Commonwealth of Virginia
in the just and full sum of Three
Hundred and fifty dollars to the
payment whereof, well and truly
to be made to the said Commonwealth,
we bind ourselves, our and each of our
heirs, Executors, and administrators
jointly and severally, firmly by these
presents, we waive the benefit of our
Homestead Exemption as to this obliga-
tion and also waive any claim or right
to discharge any liability arising here-
under, with coupons detached from
bonds of the Commonwealth -

Sealed with our seals and dated this 14th
day of July in the year of our Lord
Eighteen hundred and ninety and
in the 115th year of the Common-
wealth.

The condition of the above obligation
is such, that whereas an Injunction
was awarded on the 9th day of July
1890 to Mrs. H. Wright and Susan Harrell.

by the Judge of the Circuit Court of
Hansemond County Va on a bill filed
in the Chancery Cause pending in
said Court between Geo. H. Wright and
Sarah Harrell, Complainants and
Eppes Tuggle & Co. and others defendants
to enjoin and restrain the defendants
in said Cause, their agents, attorneys and
all other persons, from all further pro-
ceedings on the judgment mentioned
in said Bill, to wit, the judgment
recovered by Freeman Eppes, J. M. Dillard,
R. W. Tuggle and G. F. Eppes, partners
in trade and Manufacturers of guano,
under the name and style of Eppes,
Tuggle & Co. against said Wright & Harrell
in the Office of the Clerk of said Court,
and confirmed on the 18th day of
October 1889, for the sum of One Hun-
dred and fifty $\frac{75}{100}$ dollars, with legal
interest thereon from the first day of
August 1889, till paid and Eight $\frac{60}{100}$
dollars, costs, now if the said Geo. H. Wright
and Sarah Harrell, or Either of them shall
well and truly pay said judgment and
all such costs as may be awarded against

them, and all such damages as may be incurred in case the said Injunction shall be dissolved, then the above obligation is to be void; otherwise to remain in full force and virtue.

Ans. N. Wright 
Clandius W. Knight 

In the Office of the Clerk of the Circuit-Court of Warrick County
on the 14th day of July 1890.
The above bond was executed and acknowledged by the obligors to the same (the security justifying) and recorded.

Teste:
A. P. Gomez Clerk

A Copy.

Teste:
A. P. Gomez Clerk

^{Copy}
John H. Wright &
Javan Harrell
To } Injunction
Bonds

Eppes Tuggle Herdals

1890
July 14th Executed

To Javan Harrell

Please take notice that on the 28th day of February 1891 at the Courthouse in Suffolk, Va. we shall move the Hon. C. W. Hise Judge of the Circuit Court of Chausemond County, Va. to dissolve the injunction which was granted on the 9th day of July 1890 on the application of the Plaintiffs in the Chancery suit pending in said Court between Yourself and John H. Wright, Plaintiffs and ourselves and others Defendants.

Ephes. Tuggle Hco.
By W. J. Kilby, Atty.
21 Feby. 1891

To the Sheriff of
Chausemond County }
to execute.

Wright & Hamrell

vs. } In Chy

Epes, Tuggle & Co. &
others.

Notice of motion
to dissolve in-
junction.

I have executed this
notice by delivering
a copy hereof to the
within named Javan
Hamrell in person
this 27th. day of
February 1891

Wm H Howell
Shff-
of Hanson
County

To John H. Wright Esq.

Please take notice that
on the 28th. day of February 1891
at the Courthouse in Suffolk, Va.
we shall move the Hon. C. W. Hise
Judge of the Circuit Court of Chan-
semond County, Va. to dissolve
the injunction which was grant-
ed on the 9th. day of July 1890 by
the Hon. C. W. Hise Judge aforesaid,
upon the application of the Plain-
tiffs in the Chancery suit pend-
ing in said Court between your-
self and Javan Hamer, as Plain-
tiffs and ourselves and others
as Defendants.

Respectfully

Ephs. Tuggle Secy.

By W. J. Kilby, Atty.

20 Feby. 1891

To the Sergeant
of Roanoke City }
to execute

Wright & Harrell

vs. } In Chy.

Epes, Tuggle Hco.

Notice of motion
to dissolve in=
junction.

Executed Feb. 24th, 1891,
by delivering a copy of
this notice to the per=
son named within,

J. B. Traynham
S. C. R.

By R. W. Wright
A. S.

Serj'ts fee 50^c Paid

J. B. Traynham
S. C. R.

2. A.P. Gomer, Clerk of the Circuit Court of Nansemond County:

Ans. H. Wright & Javan Nance in Plaintiffs
vs } In Chancery -

Freeman Eppes, J. M. Dillard, R. W. Suggs &
J. Eppes, partners and Manufacturers of
Guano, under the name of Eppes, Suggs & Co, } Defendants
W. J. Kilby, their Attorney, W. H. Howell, Sheriff
of Nansemond Co. Va & A. P. Gomer, Clerk of the
Circuit Court of Nansemond County - }

Issue Summons in Chancery for Plaintiffs
vs Defendants, to August Rules (1st Monday) 1890.

Ans H. Wright p. q.

Send subpoenas for Eppes, Suggs, Dillard & Eppes, to
Sheriff of Nottoway Co, Nottoway Co. Va, and En-
force on all subpoenas, that the bond has been ex-
ecuted & a copy of Judge Hill's order regarding
the injunction.

Memorandum

Wright vs Harrell
vs J Deere & Putterm 1892
Eps. Inggle & Co

By consent of parties by counsel
this case is submitted to the judge of
this court for such decision & decree in vacation
as might be made in term. It being
understood that each party shall have
the right to argue the same in writing

Wright & Starrell

by { Decree April
{ term 1892
{ authorizing us
{ to judge in
{ vacation

Epes. Tuggle & Co.

April 19. 1892.

To be entered,
cost

We consent to this decree -

Jos. H. Wright S. J.
W. H. Mann
W. J. Kilby
Attys. for Epes,
Tuggle & Co

Entered in Chancery
Order Book No 2
Page 449.

Wright J Hamell

vs.

Ephs. Tuggle & Co.

This day came the defendants by their counsel and moved the Court to dissolve the injunction heretofore granted herein on ~~by~~ the application of the Complainants and to dismiss the Bill, ~~for want of Equity and other reasons,~~ reasonable notice of the motion having been given to the Complainants, - which motion is continued.

Wright & Hamell
vs. } In Chy.

Ephs. Tuggle Hco.

In the Circuit
Court of Chancery
and County

28 Feby. 1891

Order

To be entered

C. M. Hill

Entered in Chancery
Order Book
No 2 Page 365.

Cir. Court

Wright & Hamell
vs In Chancery
Eppes Puggles Leo

The depositions of W. J. Kilby and others
taken before me, Lee Britt, a notary
public for the County of Nausemond
by consent of parties. As said case, notice
having been waived, at the office of
Lee Britt in Suffolk, Va, on the 3rd
day of February, 1891 between the hours
of 11 o'clock A.M. & 6 P.M. I do read as
evidence in behalf of Eppes, Puggles Leo
in a certain suit in equity, depending
in the Circuit Court of Nausemond County
wherein Wright & Hamell are plaintiffs
and Eppes, Puggles Leo are defendants.

We consent to the taking of the depositions
as aforesaid

Present J. H. Wright atty for plffs
W. J. Kilby p.d.
" W. J. Kilby " " defts.

W. J. Kilby, being duly sworn, deposes as
follows:—

1891 I state your name, age, residence & occupation.
FA In the summer of 1889, a number of
claims in favor of Eppes Puggles Leo
against sundry parties in Nausemond
County were placed in my hands for

collection with instruction to take judgments against the parties if the claims were not paid before the next term of the court. Among these claims was one against David Shriver for H. Taylor, E. B. Henderson, Joseph B. Haggerty, Eliphaz L. Everett and Wright Harrell ^{each}. On all these claims (the parties having failed to pay them) I entered suit early in Sept. 1889 and on the 3rd Monday in Sept. 1889, the process was returned executed on all the parties and a conditional judgment against each of them was entered. At the next rule day, which I think was on the 7th of October 1889, the conditional judgments were confirmed and that at the ensuing term of the Court which began on the 10th of October 1889 the cases were all put consecutively on the docket of office judgments. During the term of the Court (I think about three days before Court adjourned) the docket of office judgments was called by the judge. No pleas were entered in any of the cases and the docket which I have since examined shows this fact. There is no entry on the docket of any plea or other proceedings where the judge ~~not~~ usually enters the proceedings.

taken in such cases ^{all} of the cases are
stand crossed out or checked off alike
in pencil mark. On the 18th of October
Court adjourned and the official judgments
were confirmed and the proper record
made thereof as now appearing on the
order book of the Court. When the cases
were called for Court for pleas the
case ~~of~~ against Wright & Harrell was
reached Capt John H. Wright was standing
just in front of the judge. Several
other attorneys were sitting in chairs
in the jury box while I was sitting
at the table in front of the judge and
just behind Capt. Wright, giving attention
to the calling of the docket. Capt Wright
said to the judge "pass that case by"
or "let it stand", or words to that effect,
referring to the case against himself & Mr.
(Harrell), and immediately turned around
and came up to me and said that he had
been informed by Mr. Harrell that he (Harrell)
had made me an offer of compromise,
and wished to know what about it. I
told him that the proposition had been
made a day or two before Court, but that
I had no idea it would be accepted.
I also added that Mr. Harrell had told
me that there was no defense to be made

to the suit. Capt. Wright at once took his hat and passed out of the Court house. I at once went to the clerk at his desk and called his attention to the fact that no plea had been entered. He replied that he had noticed it. During the remainder of the term I made it a point to ask the Clerk every morning if any plea had been entered in the suit. He invariably replied that not a word had been said about it. Court adjourned leaving the matter in this condition. The suit against Wright & Harrell referred to is the common law suit, judgment in which has been enjoined in this suit. When the case was called nothing was said by Capt. Wright about his having ^{previously} filed a plea of nil debit, nor did he ask leave to file other pleas. I at no time asked him if there was a defence to the action, nor did I tell him that I was not prepared to go to trial. Knowing that in as much as I had already recovered a judgment which would become final on the adjournment of the court, I made no delivance as to my purposes. The failure of the clerk to enter pleas in the case was not due to any misunderstanding.

on his part, or his failure to hear what was said at the time, in consequence of several attorneys being around the Clerk's desk, but solely to the fact that no pleas were offered. There were no attorneys at the desk at the time. Capt. Wright is entirely mistaken in his statement that he informed me, when the conversation with reference to the compromise took place, that if the proposition should be accepted it would end the matter and render any further pleas unnecessary.

Cross examination by Jas H. Wright
attorney for plaintiffs.

12. Did you ever examine the Clerk's docket and observe whether my name was marked thereon as counsel for defendants in the common law suit of Eppes Tuggles & Co vs Wright & Harold?

1 A. Yes, Capt Wright's name is there in his own handwriting, but I have no idea when it was put there. I first observed it during the term of court. I would add it has long been the custom here of attorneys, whenever they might happen to look over the docket either during or before the term of court to write their names as counsel for parties where the clerk

had omitted to do it, but I have never known the clerk to receive and enter pleas before the calling of the office judgment docket, or without direction from the judge.

2nd Q. Does not the fact that the name of counsel for defendants, if entered on the docket imply that defendants intend to contest the suit?

2nd A. Not necessarily in every case, for I have known it has often occurred that no pleas were entered in office judgment cases where the names of counsel for both plaintiff and defendant have been ~~there~~ written on the docket. Counsel may fail or neglect to enter pleas, or overlook it.

3rd Q. You have said that no pleas were entered in this case, do you mean to say that you heard everything that occurred in Court relative to the case, and might not plea have been made without your hearing it?

3rd A. I heard all that was said and done relative to these cases, I know that no plea was entered in any of them & the records in the cases bear out in this statement.

4th Q. Did you hear all that was said and done previous to the calling of the docket by the judge?

4th A. No, but I don't suppose he would have received any pleas or allowed anything ^{to be} done in these cases in my absence.

Further this deponent saith not.
Wilbur J. Kilby

No other witness appearing, the further taking of these depositions is continued until Feby 10, 1891 at ^{3.30 o'clock P.M.} at the same place and between the same hours.

Lee Pratt
Notary Public

Pursuant to adjournment the taking of these depositions is continued this 10th day of Feby 10, 1891 at 3.30 o'clock P.M. at the same place with right to plaintiffs to propound questions on cross examination ^{of} present W. J. Kilby atty for defendants.

Chas H. Causey, being duly sworn deposes as follows:—

1st State your name age, residence and occupation.
1st A. Chas H. Causey Jr., age 22 yrs, residence, Suffolk, Va., occupation, real estate and insurance agent.

2nd Please state what you know with reference to the judgment mentioned in the bill and answer filed in this cause.

2nd A. In the fall of 1889 Espes Tuggles Co
by their attorney entered a common law
suit against Wright & Harrell in which
suit an office judgment was obtained
and the case placed on the office judgment
docket at the next term of the Court, which term
commenced on the 10th day of October 1889.
At the end of said term an order was
entered confirming this and other like
judgments, no plea having been entered
therein. ~~The~~ At the time this action was
instituted and also at the time of the
confirmation of the said office judgment
I was acting as Circuit Court Clerk.
Continued for cross examination

Cross examination by ^{John H. Wright} Counsel for
plaintiffs through submitted questions
this 16th day of February 1891 at 10.30 o'clock
A.M.

Present W. J. Kirby, atty for depts

1st Q Do you recollect my calling on you soon
after Court in Apr. 1890 calling your attention
to the fact that my name was marked on the
docket as counsel for defendants in this suit
and that you had not before noticed it?

1st A. I remember Capt. Wright's name being marked
on the docket as defendant's counsel. I never
told him that I had not noticed it before
the date referred to in above question. I did
talk to Capt. Wright in a general way about the
matter, but not to the effect that I had not
before noticed his name.

1st Q Do you recollect telling me before examining the docket that you thought I was mistaken about my name being entered as counsel?

2nd A No, but I said I don't think you entered any plea.

3rd Q Do you mean to say by your answer to questions on examination in chief that I filed no plea, or simply that you did not hear the plea, or hear me when I directed plea to be entered?

3rd A To the best of my knowledge and belief no plea was filed. If ~~pleas~~ had heard direction for plea to be entered I would have certainly entered them, they coming through the proper channel.

4th Q Were you not busily engaged at your desk most of the time during the Court?

4th A I was; but near enough to the judge ^{& attorney} to hear any order which might have been directed to me.

5th Q When you see Counsel's name marked for the defence on the docket, do you not as a rule understand that defence is to be made to the action?

5th A Generally it is so understood, but is specifically not.

6th 9th I did not Judge Kirby come by me after Court adjourned and tell me whether up judgment in this case, or ask, if any ^{you} plea had been filed?

6th 9th A If plea to my knowledge had been filed the judgment in question would not have been confirmed. I take it that no attorney has a right to order the Clerk to confirm a judgment, the Court alone having that authority. Judge Kirby may have as any attorney interested in a case, said to me after the judgment was confirmed, not to forget to so enter it. As to the statement that a plea of non est factum was filed I would say that no pleas were filed or any verification of any ^{except} pleas.

Further this Dependent saith not
C. A. Causey Jr.

Wheeler J. Kirby being recalled deposes as follows:-

With reference to the question of my having gone to the Clerk after Court adjourned and told him to enter up judgment, or asked him if any plea had been filed in the case referred to I would say that the above judgment having become

final by reason of the adjournment
of court I may have reminded the clerk
after the adjournment of court not to
fail to make the proper entry, but I
have no recollection of so doing.

Further this deponent saith not.

Wilbur J. Kilby

Virginia,
County of Nansemond, to wit:—

I, Lee Britt, a notary public, for the
County of Nansemond, in the said State
do hereby certify that the foregoing
depositions of ~~John H. Wright~~
W. J. Kilby and C. H. Causey, Jr.,
were duly taken, sworn to and
subscribed before me, at the times
and place, and for the purpose
therein mentioned.

Given under my hand this 21st day
of February 1891.

Fee \$5.00

Lee Britt
Notary Public

Wright & Harrell
vs In Equity
Eppes Tuggle & Co

Defendants Depositions

Filed Feb 23rd. 1891
A. B. Gomer Clerk

Notary's Fee \$5.00

To Messrs Eper, J. M. Billard, R. W. Suggs & J. D. Eper, partners in Woods and

In the name of Eper Suggs & Co

Take notice that on Wednesday the 8th day of Oct 1890, between the hours of 6 A.M. and 6 P.M., at the office of Lee Britt in Suffolk Va, we shall proceed to take the depositions of Mrs H. Wright & als, to be read as evidence in our behalf in the Chancery Cause pending in the Circuit Court of Hanover County Va, in which we are Plaintiffs and you & als are Defendants. And if from any cause the taking of said depositions be not begun, or being begun be not completed on that day, the taking of the same will be adjourned and continued from day to day or from time, until the same be completed.

Respectfully
Mrs H. Wright of Javan Hamel
By Counsel

Sept 30th 1890.

I have executed this notice by sewing a copy hereof on each
of the within named, Freeman Epes, J. M. Dillard, Rth. Suggs & J. Epes.

J. L. Pomell
Chff.

Oct 4th 1890

Fee for service 2.00
C^y by _____ 1.00 Pre

J. L. Pomell Chff.

To W. J. Kilby Atty for Epps, Juggle & Co., A.D.
Gomer, Clerk of The Circuit Court Hansemond Co,
& M. H. Howell, Sheriff of Hansemond Co. Va.

I do hereby notice, that on Wednesday the 8th day of
Oct 1890, between the hours of 6. Am. & 6. P. M.,
at the Office of Geo. Britt Esq. in Suffolk Va. we
shall proceed to take the depositions of Geo. N.
Wright & als. to be read as evidence in our behalf
in a Chancery suit pending in The Circuit Court
of Hansemond County Va. wherein we are Plain-
tiffs & Epps, Juggle & Co. & als are Defendants.
And if from any cause the taking of said Dep-
ositions be not begun, or being begun, be not
completed on that day. The taking of the same
will be adjourned and continued from day to
day or from time to time, until it is completed.

Respectfully
Geo. N. Wright & Javan Haneel
By Counsel.

Sept 30th 1890

I certify That I delivered a copy of the within notice
to W. J. Kirby, ally for Epes. Suggs & Co. on the 14th day
of Oct 1890

L. H. N. Wright

Subscribed & sworn to before me this 8th day of Oct.
1890

Lee Pruitt
Notary Public

To W. J. Kilby Atty for Eper. Suggs & Co, A. P. Gomer
Clerk of the Circuit Court of Harsemond County - and
W. H. Howell, Sheriff of Harsemond Co. Va.

I do notice that on Wednesday the 8th day of Oct 1890
between the hours of 6 A.M. & 6 P.M. at the office of
Lee Britt Esq in Suffolk Va. we shall proceed to take the
depositions of Jas. N. Wright & also, to be read as Evi-
dence in our behalf in a Chancery Suit pending in
the Circuit Court of Harsemond County Va. wherein
we are Plaintiffs and Eper. Suggs & Co & also are De-
fendants. And if from any cause the taking of
said depositions be not begun, or being begun,
be not completed on that day, the taking of the
same will be adjourned & continued from day to
day or from time to time until it is completed.

Respectfully

Jas. N. Wright Javan Howell
By Counsel.

Sept 30th 1890.

I acknowledge legal & sufficient service of the
within notice.

Wm H Howell

Shff

To W. J. Kilby Atty for Eper Suggs & Co, A. P. Gomer Clerk
of the Circuit Court of Nausumond Co, & H. N. Howell,
Sheriff of Nausumond Co Va:

I take notice, that on Wednesday the 8th day of Oct 1890,
between the hours of 6 A.M. & 6 P.M. at the office of
Lee Britt Esq in Suffolk Va, we shall proceed to take
the depositions of Geo H. Wright & als. to be read as Evi-
dence in our behalf in a Chancery suit pending in the
Circuit Court of Nausumond County Va, wherein we
are Plaintiffs and Eper. Suggs & Co & als are Defend-
ants. And if from any cause the taking of said
depositions be not begun, or being begun, be not
completed on that day, the taking of the same will
be adjourned and continued from day to day or from
time to time until it is completed.

Respectfully
Geo H. Wright of Javan Harrell.
By Counsel.

Sept 30th 1890.

I acknowledge legal and sufficient service
of the within notice.

A. P. Gomen Clerk

Wright & Harrell
vs { In chancery
Eppes Tuggle & Co

The depositions of E. C. Holland
and John H. Wright, taken before me,
Lee Pratt, a notary public for the county
of Nansemond, pursuant to notice hereto
addressed, at the office of the said Lee Pratt
in Suffolk, Va, on the 8th day of October 1890
between the hours of 6 A.M. and 6 P.M., to
be read as evidence in behalf of Wright
& Harrell in a certain suit in equity
depending in the Circuit Court of Nansemond
County wherein Wright & Harrell are
plaintiffs and Eppes Tuggle & Co are defendants.

Present John H. Wright attorney for plaintiffs
The defendants by counsel except to
the taking of these depositions upon
the ground that reasonable notice has
not been given by the plaintiffs.

The witness E. C. Holland being duly
sworn deposes as follows: -

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

A. Name E. C. Holland, age 30 years,
residence Suffolk, Va, and occupation,
an attorney.

2 Q. Were you present in Court when
the common law cause of Eppes Tuggle
& Co vs Wright & Harrell was called for

trial and, if so, state your recollection of what was done by counsel for defendants at that time.

2 A. My recollection is that I was present in court at the time, and while I would not be willing to swear that the counsel for defendants entered a plea at the time the case ^{was} called shall my impression is that a plea was entered at the time.

The cross examination of the witness is continued for defendants in motion of counsel for defendants to notary before the taking of this deposition.

And further this deponent says not
E. A. Holland

The evidence of John H. Wright for
plaintiffs in the suit in equity of
Wright & Howell vs. Ephes, Juggle & Co

At the term of the Circuit Court at which this suit
matured, I went to the Clerk's desk in the Court-House,
and taking his docket-matted my name as Coun-
sel for Defendants, in the Suit of Ephes, Juggle & Co vs
Wright & Howell. At the same time I called attention
both of the Judge and the Clerk to the fact and told the
Clerk to enter the general issue as my plea, and that
when the case was called I would file other pleas or
ask leave to do so. When the Judge began to call the
office judgment docket, I think about all the attor-
neys in Court were around the bench and Clerk's table.
I again directed the Clerk to enter my plea (the gen-
eral issue) with leave to file other pleas. Just at this
time, Judge Kilby, Counsel for Plaintiffs, asked me if
I proposed to make any defense, and I replied that
I had pleaded, and proposed to file other special pleas
& asked him if he was ready to go to trial. He replied
that he was not as he had not anticipated defense,
and the case would have to go over. I then told him
that Mr. Howell informed me he had submitted to
him (Judge Kilby) as Counsel for Plaintiffs a propo-
sition for settlement. Judge Kilby replied that he had,
he had forwarded it to the Plaintiffs, but had not
yet heard from them. I think at the same time he
suggested to me that I let judgment be entered, and
if the proposition of settlement were accepted that
would cancel the judgment. My reply was that if the
proposition of Mr. Howell was declined, the judgment
would stand against me, & as I had a substantial

defense) I would not let judgment be entered without a defense. I added that as the proposition might be accepted, I would not then file my special plea, but told him that for myself, I proposed to file a plea of "non est factum". I then turned and walked to my seat, supposing the Clerk had entered my general plea & marked the case continued. I knew nothing to the contrary, until some time after the adjournment of the Court, the Sheriff came to me with an execution upon a judgment entered in this cause. I immediately went to Judge Kilby's office and was surprised to be told that I had entered no plea in the cause, notwithstanding the conversation between him & myself at the bar of the Court. I went on to the Clerk's office & called Harry Causey's attention to the matter. He said he had not heard my plea and that it was probably owing to the confusion around his desk at the time. He further said that he did not think there was any name marked on the docket as Counsel for defendants, but upon getting the docket & inspecting it, found my name so entered. Thereupon I applied for and secured the adjunction now pending. When I first went up to the bench and marked my name as Counsel, and directed the plea of the general issue, there was no other attorney there but myself. The Clerk was writing, and after calling the Court's attention to this & one other case, I handed the Clerk's docket back to him, with direction to enter my plea, which I afterwards repeated when the case was regularly called. And further this deponent to swear not.

Geo. H. Wright

- John H. Wright being duly sworn
deposes and says as follows:—
12. State your name, age, residence
and occupation.
 13. Name, John H. Wright, age, 50 years,
residence Suffolk, Va and occupation
an attorney at law and one of the ^{plaintiffs} ~~defendants~~
in this cause.
 22. The witness here files the following
statement as his evidence in this
cause, which statement is marked "The
evidence of John H. Wright for plaintiffs
in the suit in equity of Wright & Harrell
vs. Lepper Tuggerles":

The cross examination of the witness
is continued for defendants on motion
of counsel for defendants is notary—
before the taking of this deposition
The defendants by attorney this 3rd day of
February 1891 consent with closing of these
depositions without cross examination.

See Pratt
Notary Public

Virginia,
County of Nansemond, to wit:
I, Lee Witt, a notary public for the
County of Nansemond in the said State
do certify that the foregoing depositions
of E. B. Holland and Geo. H. Wright
were duly taken, sworn to, and subscribed
before me at the time and place and
for the purpose therein mentioned.
Given under my hand this 3rd day of
February 1891.

Fee \$3⁰⁰/₄

Lee Witt
Notary Public

Wright & Harrell
vs In Equity
E. B. Holland & Co

Plaintiff's Depositions

Filed July 23rd 1891

C. P. Gomer Clerk

Notary's Fee \$3⁰⁰

Wright and Harrell

vs.

Epes, Tuggle & Co. & als.

and

The Same

vs.

The Same.

These two causes came on this day to be heard together on the Bills of the Complainants ^{one of which Bills is} taken for confessed as to the defendants, William H. Howell Sheriff, and A. P. Gomer, Clerk on whom process had been duly ~~ex-~~ ~~ecuted~~ served, they still failing to appear and plead, answer or demur to such bill; on the joint and separate answers of the defendants, Freeman Epes, T. M. Dillard, R. W. Tuggle and J. F. Epes, partners in trade under the name and style of Epes, Tuggle and Company, Wilbur J. Kilby, their attorney, William B. Causey, Clerk, and William H. Howell, Sheriff, to one of said bills, process having been duly served on them; on the joint and separate demurrers and answers of said

the defendants, said
Freeman Epes, T. M. Dillard, R. W.
Tuggle and J. F. Epes partners in
trade under the name and style
of Epes, Tuggle and Company and
said Wilbur J. Kilby, their attorney,
to the other of said bills, process
having been duly served on them;
on the exhibits filed with said
bills with general replications to
said ^{and findings in said demurrers; and} answers, on the examinations
of witnesses, and was argued
by counsel;

On consideration whereof
~~and on the motion of the de-~~
~~fendants by their counsel, the~~
~~Court doth sustain said de-~~
~~murrs and on the motion~~
~~of the defendants by their coun-~~
~~sel,~~ ^{the court} doth dissolve the injunc-
tion awarded the Complainants
in one of these causes on the
31st day of December 1889 as
amended on the 15th day of April
1890 and the injunction awarded
the complainants in the other
of these causes on the 9th day of
July 1890 restraining the defend-
ants and all other persons from

all ^{further} ~~other~~ proceedings on the judgment in said bills mentioned, and doth adjudge, order and decree that said bills be dismissed and that the defendants recover of the complainants their costs in this behalf expended.

Wright & Hamell

vs.

Ephs. Tuggle Ho. Sal.

and

The same

vs.

The same

In the Circuit
Court of the County
of Hausmond
April 12, 1894

Decree

To be entered
CMT—

Entered in Chancery
Order Book
No. 2. Page 552.

Judgment obtained in the Clerk's office
of the Circuit Court of Nausemond County,
and confirmed at a Court held and closed
for the said County on Friday the 18th day
of October 1889.

Cost	Freeman Epes, J. M. Dillard, R. W. Tuggle and
Clerk \$ 3.80	J. B. Epes partners in trade and Manufacturers of
Atty & Day 3.50	Guano under the name ^{and style} of
Shff. 1.00	Epes Tuggle & Co. Plaintiffs
<u>\$ 8.30</u>	Against } In Debt
Fi. Fa. -	John A. Wright and Javan Harrell partners in
Oct. 28, 1889	business as Firmus under the name and style
	of Wright & Harrell Defendants.

The judgment obtained at Rules not having
been set aside and the Plaintiffs being now
entitled to a final judgment, it is therefore
considered that the Plaintiffs recover against
the defendants, One hundred and fifty dol-
lars and seventy five cents the debt in the
declaration mentioned, with interest thereon
at the rate of six per Centum per annum from
the first day of August 1889 till paid and
their costs by them about their suit in this
behalf expended.

And the said defendants in mercy &c

A Copy

Teste:

A. P. Gomer Clerk

The following is a copy of the note in which
the above judgment was found to wit:

Blackstone Va

July 1st 1889

\$150.⁷⁵

Thirty days after date we promise
to pay to the order of Epes Tuggle & Co. One
hundred & Fifty & ⁷⁵/₁₀₀ Dollars for value
received, negotiable and payable without
offset, at the Merchants & Farmers Bank, at
Portsmouth Va and we and each of us
makers and endorers, jointly and sev-
erally, waive the benefit of our homestead
Exemption as to this debt.

Wright & Harrell.

Due — 1/3 Aug.

A Copy

Teste:

A. L. Homer Clerk

Wright & Harrell
VS In Chq

Epes Tuggle & Co

Exhibit A
filed with the
answers of Epes,
Tuggle & Co. & als.

In the Circuit Court of Chause-
mond County, Va.

John H. Wright and Javan Harrell

Against } In Chancery

Epes, Suggle & Co. & als.

The joint and separate demur-
rs and answers of Freeman Epes
J. M. Dillard, R. W. Suggle and
J. F. Epes, partners in trade and
manufacturers of guano under
the name and style of Epes, Suggle
& Co. and Wilbur J. Kilby, their at-
torney, to a Bill of Complaint ex-
hibited against them in the Cir-
cuit Court of Chausemond County
by John H. Wright and Javan Har-
rell, Complainants:

The defendants say that the
said Bill is not sufficient in
law and reserving to themselves
the benefit of all just exceptions
to said Bill, for answer thereto
say:

That it is true, as stated in
said Bill that in the year 1889
these defendants Epes, Suggle

Heo. instituted a suit at Law in the Circuit Court of said County against said John H. Wright and Javan Harrell as partners and farmers under the name and style of Wright and Harrell upon a note for the sum of \$150.⁷⁵ bearing interest from the third day of August 1889 made in the name of said Wright and Harrell by said Javan Harrell; that no pleas were entered at Rules in said suit, and that, therefore, an office judgment was entered therein against said Wright and Harrell. The said suit, therefore, matured at Rules and not at the October Term 1889 of said Court as stated in said Bill.

The said suit at Law was instituted on the 2nd. day of September 1889 and the process therein made returnable to Rules in the office of the Clerk of said Court on the 16th. day of the same month. On the latter day, the defendants failing to appear and demur or

plead or otherwise make defence;
a conditional judgment was
entered against them, and
on the ^{to wit, on the 7th.} next Rule day, ^{day of October 1889,} the defend-
ants still being in default,
said conditional judgment was
confirmed. The judgment was
then placed upon the docket
of office judgments for the
ensuing term of the Court, which
began on the 10th. day of October
1889 and during the term the
docket was called by the Judge,
but no plea of any kind was
entered, nor was said office
judgment set aside in any
manner and, therefore, by ope-
ration of law, said office
judgment became a final
judgment, ~~having the same~~
~~force and effect by way of~~
~~a lien or otherwise as if it~~
~~had been~~ on the last day of said
term of said Court, to wit, on the
18th. day of October 1889, having
the same force and effect by
way of a lien or otherwise, as a
judgment rendered in said
Court during said term. A

duly certified copy of said final judgment is herewith filed as part of this answer and marked Exhibit A.

These defendants deny that previous to the calling of said docket, the said John H. Wright directed the plea of nil debet to be entered in said suit. They also deny that when the case was called he stated that he had filed this plea and asked leave to file other pleas and supposed the clerk had entered the plea and an order setting aside said office judgment.

These defendants also deny that ~~that~~ the counsel for said Ephes Tuggle Ho., in said suit at Law asked when the case was called, or at any other time, if there was any defence to the action and that he was informed by said John H. Wright of the plea of nil debet and also of the plea of non est factum among other pleas, if it should become necessary to file other pleas, and

that he said he was not prepared to go to trial.

The said John H. Wright did not at any time direct a plea of any kind to be entered in said suit at Law, nor did he get leave to file a plea of any kind, nor was he informed that said Ephs, Tuggle Hoo. were not ready to proceed, nor did he understand that the case was continued. He and the said Javan Hamell were, therefore, not taken by surprise when instead of an order setting aside said office judgment and continuing the case, there was an order for a final judgment against them as aforesaid, and afterwards a writ of fi. fa. was issued as alleged in said Bill.

These defendants deny that said Wright and Hamell had any good and substantial cause of defence to said suit, or action at Law, and that by the failure to enter pleas therein, any injustice has been

done them and that they were denied the right of defence. The failure to enter pleas in said suit at Law was not due to any misunderstanding of the clerk, or his failure to hear what was said at the time in consequence of several attorneys being around the clerk's desk, ~~or otherwise~~, but ~~sole~~ The defendants did not plead in any manner, shape or form and hence no plea of any kind was entered. They had every opportunity that the law affords defendants in like case to protect their rights and interests and secure a fair hearing upon the merits of the case, but failed and neglected to avail themselves of it and are not entitled to another.

These defendants allege that a plea of non est factum could not have been received in said action at Law without a verification thereof by oath, and ~~yet~~ there is no where in the record of

said suit at Law any such oath, nor from the beginning to the end of said suit did either said Wright or Harrell, at any time, make such an oath, no oath verifying a plea of non est factum having been made, it follows that no such plea was filed in said suit.

The record in said suit at Law and of said judgment is correct and regular in all respects, and these defendants deny that the Complainants have any right whatever to interfere therewith, or to an injunction to restrain such lawful proceedings as may be necessary for the satisfaction of said judgment.

These defendants allege that if the relief sought by said Complainants in their Bill, were granted, a different result would not be attained from that already attained in said suit at Law.

Previous to the calling of said docket at the October Term of the said Court, said

John H. Wright may have entered his name on the docket as Counsel for himself and said Harrell, but these defendants deny that he at that time, or at any time afterwards requested, or directed any plea to be entered in said suit.

The said John H. Wright and the Attorney of said Epes. Tuggle Esq. at the time said suit at Law was called, did have a brief conversation with reference to an offer which said Harrell had made to settle said claim by compromise, but these defendants deny that said Wright said to said Attorney, if the proposition should be accepted it would end the matter and render any further pleas, or any pleas, unnecessary. On the contrary, said Wright was told by said Attorney, that he had no idea the offer would be accepted.

These defendants further say that said judgment was properly

entered, and should not be annulled and set aside and said Complainants be allowed to plead and make defence in the case, and that said Complainants are not entitled to the benefit of an injunction restraining these defendants from further proceedings on said judgment.

These defendants, therefore, pray that the injunction heretofore awarded, enjoining and restraining these defendants from further proceedings on said judgment, may be dissolved and the Bill of the Complainants dismissed, and that they may be hence dismissed with their reasonable costs by them in this behalf expended, and they will ever pray etc.

Ephs. Tuggle Hes. &
Wilbur J. Kilby
By Counsel.

Wilbur J. Kilby p. q.
16 Feb. 1891

Night & Hamell

vs. } In Chy.

Ephes. Tuggle & Co

Answer of Ephes.
Tuggle & Co. Val.

County of Chautauque, to wit:

This day, Wilbur J. Kilby, appeared in person before me, Clerk of the Circuit Court for said County and made oath that the matters in the foregoing answers stated as of his own knowledge are true and those stated upon information of others, he believes to be true.

Given under my hand this 16th, day of February 1891.

A. J. Gorney Deputy
for R. R. Smith Clerk

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

Your Complainants
Jno. H. Wright and Javan Harrell, respectfully
represent and shew unto Your Honor that some
time in the year 1889, Freeman Eppes, J. M. Wil-
land, R. W. Tuggle and J. F. Eppes, partners in
trade and manufacturers of Guano, under the
name of Eppes, Tuggle & Co, instituted suit in
the Circuit Court of said County against Your
Complainants, as partners and farmers, under
the name of Wright & Harrell, upon a note for
\$150 ²⁵/₁₀₀ with interest from Aug 3^d 1889, made
in the name of Wright & Harrell by Javan Har-
rell. Said suit matured at the October term 1889
of said Court, and no pleas having been filed at the
Rules, office judgment was entered against Your
Complainants. Previous to the calling of the
Docket at the October term 1889, of said Court,
Your Complainant, Jno. H. Wright, entered his
name upon the Docket as Counsel for defendants
and directed the plea of nil debet to be entered.
When the cause was called, Your Complainant
Jno. H. Wright, stated that he had filed this plea and
asked leave to file other pleas, and supposed the Clerk
had entered the plea and memorandum, and order
setting aside the office judgment. Counsel for
Plaintiffs, asked if there was any defense to the
action, and being informed by said Jno. H. Wright

of the plea of nil debet, and also of the plea of non est factum, among others, should it become necessary to file other pleas, said he was not prepared to go to trial. Said Geo. H. Wright also informed Counsel for the Plaintiffs that he understood the Complainant Javan Hance had made a proposition to settle the claim, and if that should be accepted, it would end the matter and render any further pleas unnecessary. After directing said plea to be entered, ~~from Counsel~~ and getting leave to file other pleas, from Complainant, Geo. H. Wright, being informed that the Plaintiffs were not ready to proceed, understood that the Cause was continued. To the surprise of from Complainants, instead of an Order setting aside the Office judgment and continuing the Cause, a judgment against them was entered and signed, as if no plea had been entered, and a writ of fi fa was placed in the hands of Wm. H. Howell, Sheriff of said County upon said judgment. from Complainants allege that they had good and substantial Cause of defense to said action, and that by the failure to enter pleas as ~~for~~ directed, gross injustice has been done them and they are deprived any right of defense. They believe such failure was due to a misunderstanding of the Clerk or his failure to hear what was said at the time, in consequence of several attorneys

being around the Clerk's desk. Your complainants
desire only a fair hearing upon the merits of
the Cause, and were not seeking for delay only.
But since said judgment has been entered, Your
Complainants are without remedy save in a Court
of Equity - To the end, they pray that said
Freeman Eppes, J. M. Dillard, R. W. Suggs and
J. A. Eppes, partners as aforesaid, under the name
of Eppes, Suggs & Co., W. J. Kilby their attorney,
W. H. Howell, Sheriff of said County, and A. P. Gomer
Clerk of said Court, may be made parties defendants
herein and required to answer this Bill (answers
under oath being waived). That Your Honor will
award to your Complainants an Injunction, re-
straining said defendants from any further pro-
ceedings upon said judgment, until the further
order of this Court; that said judgment may be
annulled and set aside as having been in-
properly entered, and that Your Complainants
may be allowed to plead and make defenses to said
Cause, as they would have done but for the failure
to enter their former plea; and that they may
have such other, further and general relief in
the premises, as their Cause requires or to Equity -
may seem meet, & they will ever pray &c.

Jno H. Wright
Jesse Howell
By Jno H. Wright, his atty

Household County to wit:

I Lee Britt

a Notary Public for said County in the State of Virginia, do certify that Geo H. Wright, one of the complainants in the foregoing bill, appeared before me in my said County and made oath to the truth of the allegations in said Bill contained.

Given under my hand this 9th day of July 1890.

Lee Britt

Notary Public

The Injunction as prayed for in the accompanying Bill of Complaint of Jos. H. Wright and Javan Hamell, is hereby awarded; and the defendants, their agents, attorneys and all other parties are hereby enjoined & restrained from all further proceedings on the judgment in said Bill mentioned, entered in the Clerk's office of this Court at the October term 1889, for the sum of \$150²⁵, with interest from Aug 1st 1889 till paid and \$8³⁰ Costs, until the further Order of this Court. But this Order shall not take effect until the Complainants or some one for them, execute a bond with good security, before the Clerk of this Court, in a penalty of double the amount of said judgment, and conditioned to pay said judgment and all such Costs as may be awarded against them and all such damages as may be incurred in case said Injunction shall be dissolved.

C. M. Hill

July 9th 1890

Wright & Hamrell

vs. } In Chy.

Epes. Tuggle Hco.

Bill

Sept 23

Ino Wright & Sarah Narell
Against } In Chancery

Freeman Eppes, T.M. Dillan,
R.W. Tuggle & J. Eppes partners and Manufac-
turers of Guano under the name of Eppes Tuggle
Hes W.I. Kelly their attorney W.N. Howell Sheriff
of Nausemen Co^{ty} & A.P. Gimer Clerk of the Circuit
Court of Nausemen County.

1890. July 14th.

Process issued returnable to
Rules 1st Monday in August
Injunction awarded by Hon
Geo Hill Judge and injunction
Bond executed and copy filed
with the papers.

" August 4th.

Process returned executed
by serving a copy on each of
the above defendants.

Bail filed and Decree
nisi against the defendants.

" " 18th.

Decree nisi confirmed and
Cause set for hearing

Wright & Harrell
vs } In Chancery
Eppes Suggs & Co vs

Chancery Notes