1895-012
Nansemond Co. (Suffolk) Chancery Causes: J. W. Perry vs Mary E. Pierce et al

McAnge, Oliver, Peughtrey

J W Perry
Against } In Chancery
Mary E Pierce and others

1895 March 15th. Process issued returnable March Rules third monday.

" " 18th. Lee Britt appointed Guardian ad litem for infant defendant Olah Pierce.

" " 18. Process returned executed on each of within defendants Bill Filed and decree Nisi vs said defendants.

" April 1st Decree nisi Confirmed and Cause set for hearing.

J. W. Perry
D. S. Inl. Chauncey

Mary Pierce Fosches

To the Honorable R.R.Prentis,Judge of the Circuit Court for the County of Nansemond:

Your orator, J.W. Perry humbly complaining showeth to your honor: That on the 2Ist.bay of July in the year I89I Mary E.Pierce and W.H.Pierce,her husband,executed to Beatrice J.Daughtrey a certain writing obligatory,commonly called a bond,which said bond was sealed with their seals,and is produced to the court, ~~a copy~~ It being attached to this bill,and is prayed to be read as a part of same marked exhibit "A". By which said bond the said Mary E. Pierce and W.H.Pierce acknowledged themselves to be firmly bound unto the said Beatrice J.Daughtrey in the sum of $I450.00, payable as in manner therein set out.

That the said bond was deposited,with power to collect same,with your orator,who alone composed the firm of J.W.Perry & company, by the said Beatrice J.Daughtrey,in order to secure the payment of a bond for the sum of $I000.00,executed by the said Beatrice J.Daughtrey and W.L.Daughtrey,her husband,to the firm of J.W. Perry and.Company,your orator alone,as aforesaid composing the said firm. The said bond being attached to this bill and it is prayed that it be read as part of same marked exhibit "B".

Your orator says that the payment of the amount of the bond of $I450.00 from Mary E.Pierce and W.HPierce to Beatrice J.Daughtrey was secured by a deed of Trust on some property in the town of Suffolk,that default being made in the payment of the said bond the said property was sold and the proceeds of the sale was applied to the payment of the said bond as far as the said proceeds would go,as is evidenced by the endorsment of credit on the back of the said bond of $882.50,I89I,Nov.4. After applying the proceeds of the said sale,amounting to $882.50,to the part payment of the said bond,there remains yet unpaid and due to your orator the sum of $567.50,with interest from the 4th.,November, I89I ~~Which is unpaid~~. Which said amount your orator hath often in a friendly manner requested the said Mary E.Pierce to pay,which she hath refused and doth continue to refuse the same to pay.

Your orator further says that since the execution of the above bond the said W.H.Pierce has died leaving no estate out of which this amount could be made.

Your orator says that the said W.H.Pierce died leaving his life insured as follows: In the Knights of Honor for the sum of $2000. which said sum was upon his death to be paid to the said Mary.E. Pierce,further in the Golden Chain for the sum of $3000.00,which upon his death was to be paid as follows: $I500.00 to be paid to the said Mary E.Pierce for her own use,and the sum of $I500.00 to be paid to his daughter Olah Pierce,infant.

Your orator charges that the amounts of insurance money as above set out have been paid to the said Mary E.Pierce,that is to say the sum of $3500.00 to her for own use,and the sum of $I500.00 to the said Mary E.Pierce,as guardian for the said Olah Pierce, infant.

Your orator charges that the said Mary E.Pierce,with the knowledge of the existence of this XXXX debt,and that action would be brought against her,anticipating that judgment would be recovered ,and to prevent your orator from recovering the amount still due by the above bond invested the said Insurance money which came to her in the following property to wit: Located in the Town of Suffolk,County of Nansemond and State of Virginia, and described as follows: Commencing at a point on the East isde of Main Street, 50 feet South of the North-West corner of the Doctor Brown lot,and running thence Eastwardly 330 feet thence Southwardly 50 feet,thence Westwardly 330 feet,thence Northwardly 50 feet to the place of beginning,the said lot fronting 50 feet on the said Main street,and bounded on the North by the lot of Mrs.William Oliver,East by the lands of the Trustees of St.Pauls Episcopal Church,South by the lot of Mrs.Eliza Prentis,and West by the said Main Street. That the said property was x conveyed to her as Trustee for the following uses and purposes:

First: To secure,indemnify and save William N.McAnge and

William J.Oliver from all loss and damage by reason of their having become the sureties on the bond of Mary E.Pierce as guardian of Olah Pierce,infant. If any judgment shall be rendered against them,the said McAnge and Oliver,or either of them,or either of their personal representatives,by any Court of competent jurisdiction,on account of such suretyship,then it shall be the duty of the said Mary E.Pierce,Trustee,or her successor forthwith to sell the said property at public auction after at least ten days advertisement,and out of the proceeds of such sale,after paying the expenses of executing this trust including a Trustees commission of 5% on the gross proceeds of sale to the said Trustee,to pay off and discharge all judgments together with all reasonable attorneys fees and other expenses that may have been incurred in defending any suit or suits against said srueties by reason of such suretyship.

Second: Subject to such lien in favor of William N.McAnge and William J.Oliver and in subordination thereto,the said Mary E. Pierce,Trustee,shall ahve full power and authority to collect and receive the rents,issues and profits of the said property/ and shall account for the same to Olah Pierce,when and after she shall attain the age of twenty-one years,and shall also have full power and authority,in her discretion,to sell and convey the said real estate,and to collect and reinvest the proceeds of such sale,subject to the trust hereby created,but there shall be no obligation on the purchaser to see to the application of the purchase money. In case the said Mary E. Pierce,Trustee, shall fail to sell and convey the said real estate during her life time,then at her death,the same shall vest in and become the property of Olah Pierce,her heirs and assigns forever,in fee simple absolute,subject to the lien above created in favor of William N.McAnge and William J.Oliver until they are relieved of all responsibility as such sureties.

The above paragraphs First and Second,being conditions of the

deed conveying the above described property from R.Page Waller, and V.P.S.Waller,his wife to the said Mary E.Pierce,Trustee,a copy of which said deed is filed herewith,marked exhibit"C",and your orator prays that it may be read as a part of the same.

Your orator further says that the said Mary E.Pierce,as guardian for the said Olah Pierce,infant,has loaned out to Thos.J.Whitfield,the sum of $1500.00,the same being the entire amount of money for which the life of the said W.H.Pierce was insured for the benefit of the said Olah Pierce--The said loan being secured by a deed of trust from the said Thos.J.Whitfield and Wife to the said Mary E.Pierce/a copy being attached to this bill marked exhibit "D".

Your orator believes and charges that the said Mary E.Pierce had no separate estate.

Your orator further says that the said deed was made for the purpose of hindering and defrauding your orator out of the said amount of $567.50,as due by the above bond.The said estate being conveyed to her as Trustee for that purpose.

Your orator has been informed and therefore believes and charges that the trust created by the said deed is vague and indefinite securing an uncertain and unascertained amount,and that under the said deed the legal title is in no one.

Your orator is further informed and therefore charges that no consideration passed from the said Olah Pierce to the grantors for the said deed,but that the said property was purchased with the money of the said Mary E.Pierce,and that he is entitled to have the property therein embraced subjected to the result of this suit.

Forasmuch,therefore,as these doings are contrary to equity and good conscience,and as your orator is remediless,save in a court of Chancery,where matters of this sort are properly cognizable,your orator prays that the said Mary E.Pierce,Truste the same Mary E.Pierce,Guardian of the said Olah Pierce,and the same Mary E.Pierce in her own right,Olah Pierce,William N.

Beatrice J. Daughtrey & W.L. Daughtrey
McAnge, and William J. Oliver, may be made parties defendant to this bill, and be required severally to answer the same as fully and particularly as if each of them had been thereto specially interrogated; and that a guardian ad litem may be assigned by the Court to the infant defendant Olah Pierce, in order to defend her in this suit.

Your orator further prays that the conditions of the said deed be set aside as fraudulent and void, and the property therein embraced, or so much of it as is necessary to satisfy your complainant's claim, sold, and the proceeds applied to the payment of this obligation. And that such other and further and general may be granted to your orator as is adapted to the nature of the case, and agreeable to equity and good conscience. And that proper process may be directed against the several defendants herein-before named etc. And your orator will ever pray etc.

S. P. Vandershee
P.Q.

Answer under Oath
waived.
S. P. Vandershee
P.Q.

Costs

Clerk	9.42
Shff	4.00
Atty	15.00
Say	1.50
	$29.92

Costs

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Mary E Pierce, Mary E Pierce Ruslee, Mary E Pierce Guardian of Olah Pierce, Olah Pierce ~~infant~~ who is an infant under the age of twenty one years, William N M Auge, William J Oliver, Beatrice J Daughtrey & W L Daughtrey

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 Third Monday in March 1895, to answer a Bill in Chancery, exhibited against them in the said Court by J. W. Perry

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 15th day of March 1895, in the 119th year of the Commonwealth.

Teste:

A. P. Gomer Clerk.

Executed this 16th day of March 1895.
by delivering a true copy of the within process to Mary E
Pierce Mary E Pierce Trustee Mary E Pierce Guardian
of Blah Pierce Blake Pierce William W McAnge & William
J Allison and Beatrice J Haughey in person
and William L Haughey not being found at his usual
place of aboard I Executed this process by delivering
a true copy and giving information of its purport to his
wife Mrs Beatrice J Haughey found there A J Bahon
Sheriff

S. P. Vandeusen's fee
1 W Perry
Dy S Schuloberg
Mary E Pierce
and others

1895
March Rules
Third Monday

Nansemond
Circuit Court
Process Book
No 2 Page 113

J.W.Perry Plaintiff,

vs

Mary E.Pierce,Mary E.Pierce,Trustee~~m~~
Mary E.Pierce,Guardianof Olah Pierce,
Olah Pierce,who is an infant under the age of
twenty-one years/William N.McAnge,William
J.Oliver,Beatrice J.Daughtrey,W.L.Daughtrey. } defendants.

Summons in Chancery to March Rules,Third Monday.

Say $1.50

A. P. Vandeventer
P.Q.

Memorandum

Summons in Chancery to March Rules, Third Monday.

1.Oliver, Beatrice J. Dunphy, E.L. Dunphy, William
Swartz-one year/William H. McAvoy, Jr. Dunphy.

Oath Pierce, Alo is an infant under the age of
Mary E. Pierce, Guardian of Otah Pierce,
,
vs
C.P.C.
Plaintiff.

At rules held in the Clerk's Office of the Circuit Court for the County of Nansemond,on the I8th.,day of March,in the year I895:

J.W.Perry Plaintiff,

vs

Mary E.Pierce,and the same Mary E.Pierce,Trustee, and the same Mary E.Pierce,Guardian of Olah Pierce, an infant under the age of 2I years,William N.McAnge, William J.Oliver,Beatrice J.Daughtrey & W.L.Daughtrey.

On motion of the complainant,by counsel,Lee Britt,is assigned guardian to the defendant,Olah Pierce,who is an infant under the age of twenty-one years,to defend her in this suit

Teste: C. A. P. Gurney Clerk

In the Circuit Court of Hancock County.

Perry vs Pierce, Linsley and others.

This cause came on this day to be heard upon the bill of complaint, the demurrer of the defendants thereto and the joinder therein, and was argued by Counsel: On consideration whereof the Court do sustain said demurrer, and the said plaintiff not asking to be allowed to amend said bill, it is ordered that said cause be dismissed, and that the defendants recover of the said plaintiff their costs by them in this behalf expended. — Leave is given the complainant to withdraw the bond of Mary E. Pierce and William H. Pierce, and the ~~note~~ assignment of the same to J. H. Perry & Co. from the papers of this cause. —

Perry
vs
Perce trustee

April 10th 1878

To be entered.

Robert R. Dennis.

Entered in Chancery
Order Book No. 2.
Page 625.

This Deed, Made this 16th day of February, in the year one thousand eight hundred and ninety-five, between Thos. J. Whitfield, and Annie A. Whitfield, his wife of Nansemond County, Virginia of the first part, and E. E. Holland, chosen as trustee, of said County and State of the second part—

WITNESSETH: That said part-ies of the first part do-----grant unto the said part-y- of the second part the following property, to wit:

all that certain tract, piece or parcel of land situated, lying and being in Holy Neck Magisterial District in Nansemond County, Virginia containing two hundred and fifty (250) acres, more or less, known as the "Wm. Eley" farm, and bounded and described as follows: On the North by the lands formerly belonging to Mrs. Eudora B. Kirby, on the South by the lands of Wm. F. Eley, on the East by a branch or swamp, and on the West by the lands belonging to Col. Jno. R. Copeland's estate; and being same land conveyed to Cordy C. Whitfield by Wm. F. Eley and wife and others by deed duly recorded in Nansemond County Clerks Office in Deed-Book No. 19 page 382; devised by will by said Cordy C. Whitfield to his son Chas. C. Whitfield, and by will by said Chas. C. Whitfield to said Thos. J. Whitfield; both of which said wills are now recorded in said Nansemond County Clerks Office.

IN TRUST, to secure to Mary E. Pierce, Guardian of Olah Pierce the payment of the sum of Fifteen Hundred Dollars (1500), evidenced by bond of even date herewith for that sum, executed by said Thos. J. Whitfield and payable to said Mary E. Pierce, Guardian as aforesaid, one year after date with legal interest from date till paid, interest payable semi-annually, and waiving the benefit of the homestead exemption.

In the event that default shall be made in the payment of the said debt, principal or any instalment of interest, when due and payable, then the Trustee, on being required so to do by Mary E. Pierce, Guardian as aforesaid executors, administrators, or assigns, shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale the same shall be made after first advertising the time, place, and terms thereof for twenty days as said trustee may deem best

and upon the following terms, to wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustee's commission of five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said debt, and if there be any residue of said purchase money, the same shall be made payable at such time, and secured in such manner, as the said party of the first part his executors, administrators or assigns shall prescribe and direct, or in case of his failure to give such direction, at such time and in such manner as the said Trustee shall think fit. The said party of the first part covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed so long as he or his heirs or assigns shall hold the same; and further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of $ 1500 for the further protection of the said Mary E. Peirce Guardian as aforesaid or assigns; and in the event of his failure to do so, then the Trustee, or the beneficiary under this deed, may effect or renew such insurance from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity by which the debt aforesaid may be recoverable.

If no default shall be made in the payment of the said debt or insurance premiums, then, upon the request of the party of the first part, a good and sufficient deed of release shall be executed to him at his own proper costs and charges.

Witness the following signatures and seals:

Thos. J. Whitfield SEAL

Annie A. Whitfield SEAL

SEAL

SEAL

STATE OF VIRGINIA,
COUNTY OF Nansemond } To wit:

I, Merritt Briggs, a Notary Public for the county aforesaid, in the State of Virginia, do certify that Thos. J. Whitfield and Annie A. Whitfield, his wife whose name s are signed to the writing heroto annexed, bearing date the 16th day of February, 1895, have acknowledged the same before me in my county aforesaid.

Given under my hand this 19th day of February, 1895.

Merritt Briggs
Notary Public

MEMO.—To be acknowledged before a Justice, Notary Public, or Commissioner in Chancery.

Exhibit "D"

Deed of Trust.

Thos J Whitfield & wife

To

E E Holland

Trustee for Mary E Pierce Gdr

Admitted to record this 19th *day of*

February *189*5

Recorded D. B. 25 *Page* 97

Examined and verified.

_____ *Clerk.*

$_____

TAX, - - - - - - $.....

FEE, - - - - - - 1.25

$.....

Printed and for sale at the Herald Office, Suffolk, Va.

COUNTY OF Nansemond ----------, To wit:

In the office of the Clerk of the County Court for the County of Nansemond

the 19th day of February ----, 189-5, this deed was presented, and, with the

certificate annexed, admitted to record.

Teste: R R Smith, CLERK.

By A P Bonner D.C.

A Copy

Test; R R Smith Clerk

This Deed, Made this 24th day of April in the year eighteen hundred and ninety between Beatrice J. Daughtrey in her own right and Wm. L. Daughtrey and Beatrice J. Daughtrey his wife parties of the first part, and Jno. N. Wright and L. P. Harper, Trustees of The United Banking and Building Company, at Richmond, State of Virginia, parties of the second part: Whereas said Beatrice J. Daughtrey & Wm. L. Daughtrey have executed unto the said Company their Bond, of even date with this deed, in the penal sum of Six Thousand (6000) Dollars, with condition that said Beatrice J. Daughtrey shall well and truly, in the manner prescribed by its charter and by-laws, pay to the said Company, until such time as the shares of stock hereinafter referred to shall be fully paid up, monthly instalments of $51.00 each, from the 15th. day of May 1890, in consideration of Three Thousand (3000) Dollars

advanced to her by the said Company for the redemption of Sixty shares of the Stock thereof, and shall in accordance with said Charter and by-laws, during the time specified, pay all fines and charges, and shall faithfully perform all other obligations to the said Company, as provided and imposed by and in pursuance of law, and the Charter and by-laws of said Company, and any amendment thereto; and whereas, said Beatrice J. Daughtrey desires to give additional Security for the performance of the condition of said Bond-

Now this Deed witnesseth, That the parties of the first, in consideration of the premises, do grant and convey, with general warranty, unto the parties of the second part, Trustees of The United Banking and Building Company and their successors in office, as such Trustees, the following property to wit:

Those two certain lots of land, fronting, together One Hundred and forty five (145) feet on the East side of Main Street in Suffolk Va; One lot being bounded on the South by the lot of R. P. Doane on the West by Main Street; on the North by the lot of N. G. Norfleet, and on the East by other land of the grantors; the other lot being bounded on the South by the lot of N. G. Norfleet; on the West by Main Street; on the North by the wharf property of E. E. Jackson & Co. and on the East by other lands of the grantors; reference being here made to the abstract of title furnished by the grantors to the "United Banking & Building Company."

In Trust, for the following uses and purposes. First That the parties of the first part may retain quiet possession of said property, so long as there shall be no default on their part in performing the condition of the said bond, Or

complying with the covenants herein contained. Second. That upon such default, the said Trustees or their successors in office, or any two of them or their successors, when thereunto required by the Board of Directors of said Company, shall sell the property hereby conveyed, or so much thereof as may be necessary, at public auction, on the premises after having given twenty days notice of the time and place of sale in some newspaper published in Suffolk Va and upon the following terms; For cash as to so much of the purchase-money as may be necessary to pay the expenses of executing this trust, and the amount then due and payable on account of said Bond; and as to the residue of the purchase money, upon such terms, as to cash or credit, as the trustees may determine, the credit payments, if any, to be secured by lien on the property; and after paying the

debt secured by said Bond, the balance, if any, shall be paid to the said grantors their heirs personal representatives and assigns.

It is further covenanted between the parties hereto that the said grantors will, so long as the Bond hereby secured remains unpaid, keep the buildings on said property hereby conveyed insured (for the benefit of the beneficiary hereunder) in some solvent Insurance Company for at least the sum of Fifteen Hundred Dollars. And the said grantor further covenants that should he fail so to do, the said Company or its assigns or the Trustees in this deed, shall be at liberty to insure the said buildings for at least the sum aforesaid; and all sums of money so paid shall be deemed and treated as secured by this deed as a part of the costs and expenses of this trust, and be paid out of the proceeds of sale of said property, if not otherwise paid.

The said grantors covenant that they have the right to convey the property aforesaid to the parties of the second part; that they have done no act to encumber the same, and that the parties of the first part will execute such further assurances thereof as may be requisite. The parties of the first part waive the benefit of their homestead exemption as to this deed and said Bond.

Witness the following signatures and seals:

Beatrice J. Daughtrey in her own right (Seal)
W. L. Daughtrey (Seal)
Beatrice J. Daughtrey (Seal)

State of Virginia
County of Nansemond to wit:

I John B. Pinner a Notary Public for the County aforesaid in the State of Virginia, do certify that Beatrice J. Daughtrey in her own right W. L. Daughtrey and Beatrice J. Daughtrey his wife

whose names are signed to the writing hereto annexed, bearing date on the 24th day of April 1890, have acknowledged the same before me in my County aforesaid.

Given under my hand this 24th day of May 1890.

John B. Pinner
N.P.

In the Clerk's Office of Nansemond County Court the 30th day of May 1890.

This Deed of Trust was presented and with the certificate annexed, admitted to record.

Teste:
R.R. Smith Clerk

A Copy,
Teste:
R. R. Smith clerk

Beatrice J Daughhey
and Other
To } Deed of Trust
John A Wright &
L P Harper Trustees
W B & B. Co

Admitted to record
May 30th 1890.

Recorded in Deed
Book No. 29. Page 161.

A Copy
Exhibit B 1/2

Fee $1,25

This Deed, Made this first day of January in the year one thousand eight hundred and ninety five, between R Page Waller and V. P. S. Waller his wife, of the City of Norfolk and State of Virginia of the first part, and Mary E Pierce, Trustee, of the County of Nansemond and said State of the second part—

Witnesseth: That in consideration of the sum of Two Thousand, Six Hundred, Seventy Three & 95/100 Dollars, the said R Page Waller and V. P. S. Waller his wife do grant unto the said Mary E Pierce, Trustee with GENERAL WARRANTY, all that certain lot or parcel of land situate and fronting on the East side of Main Street in the Town of Suffolk, in the County of Nansemond in the State of Virginia and bounded and further described as follows:- Commencing at a point on the said East side of said Main Street Fifty (50) feet South of the North west corner of the "Doctor Brown" lot, and running thence Eastwardly Three Hundred and Thirty (330) feet, thence Southwardly Fifty (50) feet, thence Westwardly Three Hundred and Thirty (330) feet, thence Northwardly Fifty (50) feet to the place of beginning, the said lot fronting Fifty (50) feet on said Main Street, and bounded on the North by the lot of Mrs. William Oliver, East by the land of the Trustees of St. Paul's Episcopal Church, South by the lot of Mrs. Eliza Prentis, and West by said Main Street, being the same lot which Beatrice J. Daughtrey and W. L. Daughtrey, her husband, by deed dated the 25th day of February 1889 and recorded on the 26th day of February 1889 in Deed Book No. 21, Page 328, in the Clerk's Office of Nansemond County Court, conveyed unto the said Mary E Pierce and further being the same lot which Claude W. Wright and Lee Britt, Special Commissioners by virtue of decree of the Circuit Court of Nansemond County in the Chancery cause of American Building & Loan Association vs Mary E. Pierce and Wm. H. Pierce conveyed unto the said R. Page Waller by deed dated the day of December 1894 and duly recorded in Deed Book No. 34 Page in the Clerk's Office aforesaid. In Trust, however for the following uses and purposes, and none other, namely:-

First: To secure, indemnify and save William N. McAuge and William J. Oliver from all loss or damage by reason of their having become the sureties on the bond of Mary E. Pierce as Guardian of Olah Pierce (infant). If any judgment shall be rendered against the said McAuge and Oliver, or either of them, or either of their personal representatives, by any Court

of competent jurisdiction, on account of such suretyship, then it shall be the duty of the said Mary E. Pierce, Trustee, or her successor forthwith to sell the said property at public auction after at least ten days advertisement, and out of the proceeds of such sale, after paying the expenses of executing this trust, including a trustee's commission of five per centum on the gross proceeds of sale to the Trustee, to pay off and discharge such judgment together with all reasonable attorneys' fees and other expenses which may have been incurred in defending any suit or suits against said sureties by reason of such suretyship.

Second. Subject to such lien in favor of William N. McCarge and William J. Oliver, and in subordination thereto, the said Mary E. Pierce, Trustee shall have full power and authority to collect and receive the rents, issues and profits of the said property, and shall account for the same to Olah Pierce, when and after, she shall attain the age of twenty one years; and shall also have full power and authority, in her discretion, to sell and convey the said real estate, and to collect and reinvest the proceeds of such sale, subject to the trusts hereby created, but there shall be no obligation on the purchaser to see to the application of the purchase money. In case the said Mary E. Pierce, Trustee, shall fail to sell and convey the said real estate during her lifetime, then at her death, the same shall vest in and become the property of Olah Pierce her heirs and assigns forever, in fee simple absolute, subject only to the lien above created in favor of William N. McCarge and William J. Oliver until they are relieved from all responsibility as such sureties.

The said grantors covenant--that they have the right to convey the said land to the grantee--; that they have done no act to encumber the said land; that the grantee--shall have quiet possession of the said land, free from all encumbrances, and that they--, the said parties of the first part, will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals

R. Page Waller (SEAL)

Virginia P.S. Waller (SEAL)

(SEAL)

STATE OF VIRGINIA,
~~County~~ City of Norfolk } To wit:

I, Edward Brockenbrough, a Notary Public for the ~~county~~ city aforesaid, in the State of Virginia, do certify that R. Page Waller and Virginia P.S. Waller, his wife whose names are signed to the writing hereto annexed, bearing date the 1st day of January, 1895, have acknowledged the same before me in my ~~county~~ city aforesaid.

Given under my hand this first day of January, 1895.

Edward Brockenbrough,
Notary Public

MEMO.—To be acknowledged before any officer authorized to take acknowledgments.

COUNTY OF Nansemond, TO WIT:

In the office of the Clerk of the County Court for the County of Nansemond the 3rd day of January, 1895, this deed was presented, and, with the certificate annexed, admitted to record.

Teste: R.R. Smith, Clerk.
By A.P. Gomer DC

A Copy
Teste,
R. R. Smith Clerk

Exhibit "C"

Deed of Bargain and Sale.

R Page Walker Trustee

To

Mary E Pierce Trustee

Admitted to Record this 3rd *day of*

January, *189*5

Recorded D. B. 24, *Page* 611

Examined and verified.

_____ *Clerk.*

$_____

Tax, - - - - - $_____

Fee, - - - - - 1.25

$_____

Printed and for sale at Herald Office, Suffolk, Va.

S. P. VANDERSLICE,
ATTORNEY AT LAW.

IN RE

SUFFOLK, VA.,

As per the terms of the decree entered in this cause Exhibits "A" & "B" have been withdrawn from these papers and are in the hands of Atty. for Plaintiff. Said decree entered at April term of Circuit Court, '95

S.P.Vanderslice,
p/q.

To the Honorable R.R.Prentis,Judge of the Circuit Court for the County of Nansemond:

The amended bill of your complainant J.W.Perry,respectfully showeth to the court that he heretofore exhibited in this court his original bill of complaint against Mary E.Pierce,Trustee,the same Mary E.Pierce,Guardian of Olah Pierce,and the same Mary E.Pierce in her own right,Olah Pierce William N.McAnge,William J.Oliver,Beatrice J.Daughtrey and W.L.Daughtrey,which said bill is as follows,towit:

To the Honorable R.R.Prentis,Judge of the Circuit Court for the County of Nansemond:

Your orator, Jo Perry humbly complaining showeth to your honor: That on the 2Ist.bay of July in the year I89I Mary E.Pierce and W.H.Pierce,her husband,executed to Beatrice J.Daughtrey a certain writing obligatory,commonly called a bond,which said bond was sealed with their seals,and is produced to the court,a copy being attached to this bill,and is prayed to be read as a part of same marked exhibit "A". By which said bond the said Mary E. Pierce and W.H.Pierce acknowledged themselves to be firmly bound unto the said Beatrice J.Daughtrey in the sum of $I450.00, payable as in manner therein set out.

That the said bond was deposited,with power to collect same,with your orator,who alone composed the firm of J.W.Perry & company, by the said Beatrice J.Daughtrey,in order to secure the payment of a bond for the sum of $I000.00,executed by the said Beatrice J.Daughtrey and W.L.Daughtrey,her husband,to the firm of J.W. Perry and.Company,your orator alone,as aforesaid composing the said firm.A The said bond being attached to this bill and it is prayed that it be read as part of same marked exhibit "B".

Your orator says that the payment of the amount of the bond of $I450.00 from Mary E.Pierce and W.HPierce to Beatrice J.Daughtrey was secured by a deed of Trust on some property in the town of Suffolk,that default being made in the payment of the said bond the said property was sold and the proceeds of the sale was applied to the payment of the said bond as far as the said proceeds would go,as is evidenced by the endorsment of credit on the back of the said bond of $882.50,I89I,Nov.$4. After applying the proceeds of the said sale,amounting to $882.50,to the part payment of the said bond,there remains yet unpaid and due to your orator the sum of $567.50,with interest from the 4th.,November, I89I which is unpaid. Which said amount your orator hath often in a friendly manner requested the said Mary E.Pierce to pay,which she hath refused and doth continue to refuse the same to pay.

Your orator further says that since the execution of the above bond the said W.H.Pierce has died leaving no estate out of which this amount could be made.

Your orator says that the said W.H.Pierce died leaving his life insured as follows: In the Knights of Honor for the sum of $2000. which said sum was upon his death to be paid to the said Mary.E. Pierce,further in the Golden Chain for the sum of $3000.00,which upon his death was to be paid as follows: $I500.00 to be paid to the said Mary E.Pierce for her own use,and the sum of $I500.00 to be paid to his daughter Olah Pierce,infant.

Your orator charges that the amounts of insurance money as above set out have been paid to the said Mary E.Pierce,that is to say the sum of $3500.00 to her for own use,and the sum of $I500.00 to the said Mary E.Pierce,as guardian for the said Olah Pierce, infant.

Your orator charges that the said Mary E.Pierce,with the knowledge of the existence of this XXXX debt,and that action would be brought against her,anticipating that judgment would be recovered ,and to prevent your orator from recovering the amount still due by the above bond invested the said Insurance money which came to her in the following property to wit: Located in the Town of Suffolk,County of Nansemond and State of Virginia, and described as follows: Commencing at a point on the East isde of Main Street 50 feet South of the North-West corner of the Doctor Brown lot,and running thence Eastwardly 330 feet thence Southwardly 50 feet,thence Westwardly 330 feet,thence Northwardly 50 feet to the place of beginning,the said lot fronting 50 feet on the said Main street,and bounded on the XXX North by the lot of Mrs.William Oliver,East by the lands of the Trustees of St.Pauls Church,South by the lot of Mrs.Eliza Prentis,and West by the said Main Street. That the said property was x conveyed to her as Trustee for the following uses and purposes:

First: To secure,indemnify and save William N.McAnge and

William J.Oliver from all loss and damage by reason of their having become the sureties on the bond of Mary E.Pierce as guardian of Olah Pierce,infant. If any judgment shall be rendered against them,the said McAnge and Oliver,or either of them,or either of their personal representatives,by any Court of competent jurisdiction,on account of such suretyship,then it shall be the duty of the said Mary E.Pierce,Trustee,or her successor forthwith to sell the said property at public auction after at least ten days advertisement,and out of the proceeds of such sale,after paying the expenses of executing this trust including a Trustees commission of 5% on the gross proceeds of sale to the said Trustee,to pay off and discharge all judgments together with all reasonable attorneys fees and other expenses that may have XXXXx been incurred in defending any suit or suits against said srueties by reason of such suretyship.
Second: Subject to such lien in favor of William N.McAnge and William J.Oliver and in subordination thereto,the said Mary E. Pierce,Trustee,shall ahve full power and authority to collect and receive the rents,issues and profits of the said property/ and shall account for the same to Olah Pierce,when and after she shall attain the age of twenty-one years,and shall also have full power and authority,in her discretion,to sell and convey the said real estate,and to collect and reinvest the proceeds of such sale,subject to the trust hereby created,but there shall be no obligation on the purchaser to see to the application of the purchase money. In case the said Mary E. Pierce,Trustee, shall fail to sell and convey the said real estate during her life time,then at her death,the same shall veat in and become the property of Olah Pierce,her heairs and assigns forever,in fee simple absolute,subject to the lien above created in favor of William N.McAnge and William J.Oliver until there are relieved of all responsibility as such sureties The above paragraphs First and Second,being conditions of the

deed conveying the above described property from R.Page Waller, and V.P.S.Waller,his wife to the said Mary E.Pierce,Trustee,a copy of which said deed is filed herewith,marked exhibit"C",and your orator prays that it may be read as a part of the same.
Your orator further says that the said Mary E.Pierce,as guardian for the said Olah Pierce,infant,has loaned out to Thos.J.Whitfield,the sum of $1500.00,the same being the entire amount of money for which the life of the said W.H.Pierce was insured for the benefit of the said Olah Pierce--The said loaned being secured by a deed of trust from the said Thos.J.Whitfield and wife to the said Mary E.Pierce,a copy being attached to this bill marked exhibit "D".
Your orator believes and charges that the said Mary E.Pierce had no spparate estate.
Your orator further says that the said deed was made for the purpose of hindering and defrauding your orator out of the said amount of $567.50,as due by the above bond.The said estate being conveyed to her as Trustee for that purpose.
Your orator has been informed and therefore believes and charges that the trust created by the said deed is vague and indefinite securing an uncertain and unascertained amount,and that under the said deed the legalXXX title is in no one.
Your orator is further informed and therefore charges that no consideration passed from the said Olah Pierce to the grantors for the said deed,but that the said property was purchased with the money of the said Mary E.Pierce,and that he is entitled to have the property therein embraced subjected to the result of this suit.
Forasmuch,therefore,as these doings are contrary to equity and good conscience,and as your orator is remediless,save in a court of Chancery,where matters of this sort are properly cognizable,your orator prays that the said Mary E.Pierce,Truste the same Mary E.Pierce,Guardian of the said Olah Pierce,and the same Mary E.Pierce in her own right,Olah Pierce,William N.

Beatrice J. Daughtry & W L Daughtry

McAnge, and William J. Oliver, may be made parties defendant to this bill, and be required severally to answer the same as fully and particularly as if each of them had been thereto specially interogated; and that a guardian ad litem may be assigned by the Court to the infant defendant Olah Pierce, in order to defend her in this suit.

Your orator further prays that the conditions of the said deed be set aside as fraudulent and void, and the property therein embraced, or so much of it as is necessary to satisfy your complainant's claim, sold, and the proceeds applied to the payment of this obligation. And that such other and further and general may be granted to your orator as is adapted to the nature of the case, and agreeable to equity and good conscience. And that proper process may be directed against the several defendants herein-before named etc. And your orator will ever pray etc.

A. P. Vandiviere

PQ

Your orator further says in ~~xxx~~ amendment to the above bill set out: That there was deposited,with your orator,by the said Beatrice J.Daughtrey and W.L.Daughtrey,along with the said bond of $I450.00,a bond for the sum of $I250.00,executed by N.G. Norfleet,also another bond for the sum of $I500.00,executed by Susan and Wallace A.Lassiter,which said bonds were payable to ~~xxxx