1895-020
Nansemond Co (Suffolk)

Chancery Causes: Georgia A. Parker vs John Goode et al

Wright, Brit, Artman, Kilby, Leslie, Holland

Georgia A. Parker
vs.
John Goode, John H. Wright & Wm. J. Wright Trustees

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

Humbly complaining your oratrix Georgia A. Parker of the town of Suffolk, County of Nansemond in the State of Virginia, respectfully represents. That on the 19th day of April 1890 she made a deed of trust to Wm J. Wright Trustee, conveying certain real estate in the town of Suffolk Virginia, under the following circumstances. A copy of said deed of trust is herewith filed and your oratrix prays that it may be read as a part of this bill. your oratrix employed John Goode Esq. of Washington D.C. to bring a suit for damages against the town of Suffolk and the agreed to pay him one Hundred and Fifty Dollars for such Service. She also employed in said case John H. Wright of Suffolk Virginia to assist said John Goode in the prosecution of said suit and said John H. Wright agreed to render such Service for the sum of Seventy five dollars. This suit was tried in the Circuit Court of Nansemond County at the April term of said Court 1890 and the trial resulted in a verdict

for the term of Suffolk - your oratrix was desirous that an appeal of said cause should be taken to the court of appeals and she mentioned the matter to said John H. Wright. He told her that it would be necessary for her to execute a bond for two hundred dollars and secure same by a deed of land and unless she did this the court of appeals would take no notice of her case. That this amount of money was for the Judges of said court of appeals and to pay the expense of printing record of case. That if she should gain the case it would all come back to her. your oratrix having faith in the statements of said John H. Wright, believing that said bond of Two Hundred dollars was only an appeal bond, signed the same. your oratrix at this time was in pressing need of ready money and she asked said John H. Wright if he could borrow two Hundred dollars for her. He told her he could and took a note payable to her order for this amount and asked her to indorse same which she did. This is the note for $200 mentioned in said deed and yet she has never received any of said amount from said John H. Wright and she can not get said note from said John H. Wright. your oratrix admits that the note of one hundred

and fifty dollars given to the John Goode is justly due him and that she is ready to pay whenever she can get deed properly released. This is the first note known in said deed of trust
your oratrix also admits that she owes John H. Wright seventy five dollars for services rendered her in the case above mentioned and this amount she is ready and willing to pay whenever she can get the deed of trust properly released but your oratrix here charges that the said John H. Wright took advantage of her ignorance of business matters and her confidence in him to get her to sign this note for one hundred and and fifty dollars when she only owed him seventy five dollars. That she did not read said note but signed it when presented to her by said John H. Wright. your oratrix here states that she never would have signed said note of two Hundred dollars but for the representations made to her by said John H. Wright, that it was for the Judges of the Court of appeals, cost of printing record and that it would be returned to her if she won her case which representations your oratrix is now advised were false and untrue. your oratrix is advised and therefore charges that said John H. Wright has never carried said case to the Court of Appeals. That he did not

properly prepare said case for the court of appeals, that he has never had any recd printed in said case, that he has never paid any costs in said case and that the Judge of the Circuit Court of Hammond County in which said case was tried has never certified any bill of exceptions containing the evidence in said case or the facts proven on the trial of said case, your oratrix charges and is prepared to prove that the said deed of trust was obtained from her by fraud. and wilful misrepresentations made to her by the said John H. Wright, that if she had understood the deed as it was written she would never have signed it, that she never read said deed of trust or never heard it read, that before signing she asked John H. Wright to read the deed to her, but that he did not do. stating as the reason that it had been written all right. The Trustee W. H. Wright has advertised to sell the said property conveyed in said deed of trust for the satisfaction of said debts, Wednesday the 17th day of December 1890 is the day fixed for the sale - a copy of the advertisement is herewith filed marked "Exhibit" and your oratrix prays that it may be read as a part of this bill

your oratrix is informed and therefore charges that the said Trustee Wm. D. Wright has never been requested by John Gooch to foreclose said deed of trust

Forasmuch therefore as your oratrix is without remedy save in a court of equity where such matters are properly cognizable and relievable she prays that John Gooch, John H. Wright and Wm. D. Wright Trustee may be made parties defendant to this bill and required to answer the same (but answers under oath are hereby waived) that an injunction may be awarded to prohibit and restrain the defendants their agents, attorneys and all other persons from proceeding to foreclose the said deed of trust until the matters herein charged can be investigated: that said deed of trust may be declared void. and for such other, further and general relief as the nature of the case may require and the principles of equity & justice and your oratrix will ever pray &c.
Let a Subpoena issue

Georgia A. Parker

Merritt Briggs
P. Q.

State of Virginia
County of Nansemond to wit:

I Merritt Briggs a Notary Public in and for the county aforesaid in the State of Virginia hereby Certify that Georgia A. Parker personally appeared before me, in my County aforesaid, and made oath that the allegations contained in the foregoing bill, which she makes of her own knowledge are true, and that all other matters therein stated she believes to be true Given under my hand this 15th Day of December 1890

Merritt Briggs
Notary Public

In vacation; Circuit Court of Nansemond County.
15th December 1890

Georgia A. Parker
vs.
John Goode John H. Wright & Wm. D. Wright Trustees

On the motion of the complainant an injunction is awarded to prohibit and restrain John Goode John H. Wright and Wm. D. Wright Trustees, their agents, attorneys and all other persons from proceeding to foreclose the deed of

trust executed by Georgia A. Parker dated 19th day of April 1890 by the said of the real estate thereby conveyed, or by any other ways or means whatsoever, until the further order of the Circuit court of Nansemond county. But before the complainant shall have the benefit of this order, she or some one for her must execute a bond before the clerk of the circuit court in the penalty of $150.00 conditioned to pay all such costs and damages as may be awarded in case this injunction shall be dissolved

A S Watts

To the clerk of the Circuit court of Nansemond county

Judge of the Court of Hustings for the city of Portsmouth

SALE OF VALUABLE PROPERTY IN SUFFOLK VA.

By virtue of a deed of trust from Mrs. G. A. Parker, and by direction of the beneficiaries therein, I shall offer for sale by public auction, on the premises, in front of the Engine House in Suffolk,

ON WEDNESDAY, DECEMBER 17, 1890,

all that portion of the lot on which Mrs. Parker resides lying "west of the east line of Saratoga street extended on a line parallel with Main street," and from said east line west to the run of the branch.

TERMS AT SALE.

W. J. WRIGHT, Trustee.

H. BRINKLEY, Crier.

MBER 25, 1890. no28-3t

All Available Text Successfully Captured

This Deed, made the 19th day of April, in the year one thousand eight hundred and ninety between Georgia A Parker of the Town of Suffolk in the State of Virginia of the one part, and Wm J Wright Trustee, of the other part, witnesseth that the party of the first part doth grant unto the said Trustee the following property, to wit; All that certain part of the lot on which said grantor now resides situated on the west side of main St in the Town of Suffolk, and bounded and described as follows; beginning at a point on the Southern boundary line of said lot where it intersects the East line of Saratoga Street; of said East line were extended, and running thence North on a line parallel with Main St. to the line of Geo L S Bakers lot, thence West along said Bakers line to the run of the ravine on the west which is the western boundary of said lot hereby conveyed, thence South along said western boundary to Main Street and thence East along the Southern boundary of said grantors lot to the beginning, the lot hereby conveyed being all that portion of the lot on which said grantor now resides lying west of the East line of Saratoga Street extended on a parallel with Main St. Together with all and singular the appurtenances

thereto belonging & in Trust; To secure the payment
1st To John Good of the City of Washington D.C. the payment of one Hundred and Fifty (150) Dollars due by Note made by said grantor, given for professional services rendered her and to one Mr. Wright of Suffolk Va. payment of a Note for one Hundred & Fifty Dollars ($150.00) due for similar services, both to bear interest from the date hereof, 2d To secure to said Trustee the payment of the sum of Five Hundred dollars due by Note of even date herewith, given to pay all fees and costs of an appeal from a decision and judgment of the Circuit Court of Nansemond County, in the Suit of Georgianna Parker against the Town of Suffolk, made on the 16th day of April 1890. and 3d To secure the payment of a Note for Two Hundred dollars of even date herewith, made by said grantor payable to her own order and endorsed by her to said Wright and upon the further trust that the said grantor shall remain in quiet and peaceable possession of the above granted and described premises and take the profits thereof to her own use, until default be made in the payment of the debts aforesaid, in whole or in part, principal or any instalment of interest, and upon such default being made, the said Trustee shall so soon thereafter as he shall

be requested by the said beneficaries or either of them their heirs or assigns so to do, sell the above granted property at public auction, at such time and place, and upon such terms and conditions, as he may deem expedient, having first given notice of such time and place of sale for at least twenty days, by advertisment in one or more news papers pubished in the town of Suffolk Va. or in such manner as the trustee may think fit, and out of the proceeds of such sale, after paying all the expenses attending the Execution of this trust including Commissions on said proceeds of sale, to the said Trustee, at the rate of five per cent, shall pay to the said beneficiones in the order named their heirs or assigns, the debt, aforesaid, with interest thereon, or so much thereof as may then remain unpaid and the balance if any to the said grantor, or her heirs or assigns the said grantor covenants that she will warrant generally the property hereby conveyed, and will pay all taxes, levies and assessments upon said property so long as she, or her assigns, shall hold the same, and the said grantor hereby waives the benefit of her homestead

Exemption as to the aforesaid debt and obligation and as to this contract, If no default be made in the payment of the above mentioned Note upon the request of the party a good and sufficient deed of release shall be executed to her at her own proper cost and Charges, witness the following Signatures and Seals.

Georgia A Parker (Seal)

witness
H. J. Arman
V S Kelly

In the Clerks office of Tazewell County Court, the 22nd day of April 1890. This deed of Trust was presented and proved by the oaths of Hiram J Arman and Eugenius S Kelly, the two Subscribing witnesses thereto and admitted to record.

Test:
R R Smith Clk

A Copy Test
R R Smith Clerk

Georgianna Parker

vs.

John H. Wright et als.

The matters in this cause having been fully settled. it is ordered by the court that it be stricken from the docket.

Georgiana Parker

vs.

Wright.

Entered Sept. 11, 1895.

Robert C. Stanley.

Entered in Chancery
Order Book No. 2.
Page 627

The Answer of Wm J. Wright. Trustee to a Bill
in Chancery Exhibited against himself & als
in the Circuit Court of Nansemond County Va
by Georgia A. Parker.

This respondent now & at
all times hereafter, saving and reserving unto him-
self all benefit and advantage of Exception which
can or may be had or taken to the many errors, un-
certainties & imperfections of the said Bill, for
answer thereto or such part or parts thereof, as it
is material or necessary for him to answer,
says: This respondent was advised at the time
of Executing said Deed of Trust that he was
named as Trustee therein; but he was not pres-
ent at any of the interviews between the Com-
plainant and Mrs. N. Wright; he heard said Mrs
N. Wright time and again express himself as
opposed to taking an appeal from the decision
of the Circuit Court in the suit brought against
the Town of Suffolk by Mrs Georgia A. Parker,
& that he only did it at her urgent solicitation.
This Respondent was requested by Mrs. N. Wright
as Atty for Mr Mrs Goode, to advertise said property
for sale under the Deed of Trust, and the hold-
ers of the Notes Executed by the Complainant
to Mrs N. Wright also requested said property
to be advertised, as this Respondent was advised
Demand had been made for payment; and
this Respondent, acting under said requests,

did advertise said lot for Sale, on the 17th day of Decr 1890. This respondent has no other interest in the subject matter of said Suit, and has only acted in the Capacity of Trustee. And having fully answered the prays to be hence dismissed with his Costs &c; and he will Ever pray &c.

Wm J Wright Trustee, by Counsel.

Answer of
Wm. J Wright Trustee.

Trustee
vs
Chancery
Goodeveals

The answer of Jno Goode, to a Bill in Chancery Exhibited against himself and others in the Circuit Court of Nansemond County Va. by Georgia A Parker:

This respondent not admitting any of the allegations of said Bill relative to the transactions of the Complainant with Jno. H. Wright, one of the attorneys in her suit against the Town of Suffolk, only says that he holds the Complainants note for $150.00 Executed to him by her for Professional services. He has called on her for payment without success, said note is now in the hands of Jno. H. Wright for Collection. This respondent has no other interest in the Deed of Trust than for the sum so due him, which sum being admitted by the Complainant, and the Deed providing that sale may be made upon default in the payment of any one of the debts secured thereby, this respondent asks that said Injunction be Dissolved, and the property conveyed by the Deed of Trust be sold to pay Your Respondents just demands, nothing being alleged in said Bill against it. And having answered this Respondent prays to be hence dismissed &c with his Costs

Jno Goode

By Counsel.

Parker-

vs Jr. Chancery

Goode + als -

Answer of Mrs Goode.

The answer of Jno N. Wright to a Bill in Chancery, Exhibited against himself & others in the Circuit Court of Nansemond County by Georgia A Parker.

This ~~Respondent~~ Defendant now and at all times hereafter saving and reserving unto himself all benefit and advantage of Exception which can or may be had or taken to the many errors, uncertainties and other imperfections of the Complainant's said Bill, for answer thereto or to so much or such parts thereof as it is material or necessary for him to answer, This ~~Respondent~~ Defendant answering says:

It is true this Defendant was employed in conjunction with Hon Geo Goode to represent the Complainant in the suit brought by her against the Town of Suffolk, and which was decided at the April term 1890, and he accepted such service, more at the request of Hon Geo Goode than the solicitation of the Complainant. This Defendant undertook such service upon the distinct and positive assurance that he should receive the same compensation received by Mr Goode and was assured by the Complainant that she had employed Mr Goode for $75.00. Stating afterwards that she had executed her note to Mr Goode for $150- This Defendant required

Complainant
the Defendant to pay him the same, and she did Execute her Note for that Sum, with full Knowledge of the amount and for what it was given. After the termination of said Suit, & when the Complainant knew that it had been decided adversely, when she called upon this Defendant to take the cause to the Court of Appeals. This Defendant remonstrated with her and told her she would be placed at great disadvantage, and could possibly gain nothing by such a Course. He left her under the impression that she had abandoned all idea of an appeal, but she soon came to the Defendants residence, and then in presence of some of his family again insisted that he should take the Case to the Court of Appeals. This Defendant urged her to abandon the idea and requested her to Consider the matter in all its aspects, before deciding in favor of such a Course. But the Complainant Continually persisted, and said she wanted to take the Case up under any circumstances. This Defendant then told her he should be doing both himself and her an injustice to ask for a record of such Evidence as there was in the Cause, and it would be fatal to take a record of that evidence to a higher Court, and upon the remainder of the record there was nothing on which to base an appeal. The Complainant

then said she wanted it done, and said she would take witnesses to the Court of Appeals to sustain her Character. This Defendant told her she was mistaken in that matter as she could carry no witnesses to that Court; but if she insisted upon an effort to get the case before the Supreme Court under the Conditions he had named and with Every assurance that it would be a waste of Money & effort, he would undertake it, provided she would secure him all fees and him, and for that purpose would Execute a note for $500.00 and a Deed of Trust securing the two notes of $150.00 each to Hon Jno Goode & this Defendant and also securing the note for $500.00. This Defendant agreed that he would pay all costs incurred for taking the appeal, out of the $500.00. The Complainant wanted to know what these costs well, and was informed by this Defend. and that it would include the Costs of the Clerk of the Circuit Court for making up the record, and if the Supreme Court granted a writ of error, which he did not believe they would do, the Cost of printing the same, and such other costs as might be incurred in that Court; but these Costs would be refunded to her if she prevailed. This Defendant utterly denies every allegation of the Complainants Bill, that this money was to pay the Judges, all such allegations being in conflict with the Express terms of the Deed

which was distinctly read to the complainant and repeatedly Explained to her, and was left with her a day and night for her own inspection. After having said Deed left with her a ample time for its inspection, & after repeated Explanations of its import, the Complainant called this Defendant into her house and stated that she wanted to borrow $200.00 for her own use, and thought she might get it under that Deed, as she had failed to borrow it in any other way. She wished to know whether she could not make said note for $200.00 & include it in the same Deed, and whether this Defendant could not borrow sufficient money on the property to cover all the notes. This Defendant replied that he thought it doubtful, but if she desired it he would make the Effort, and thereupon he added the clause covering the last named note for $200.00 named in said Deed. Not having a blank note with him at the time, this Defendant said to the Complainant that she need not Execute said last named note for $200.00 until he had ascertained whether he Could borrow the money for her. After Several ineffectual Efforts to do so, this Defendant notified her that he Could not borrow the money from any Source, & that as she had not Executed such note there was no liability under the Deed therefor. The allega-

The answer of Jno N. Wright to a Bill in Chancery exhibited against himself & others in the Circuit Court of Nansemond County by Georgia A Parker.

This ~~Respondent~~ Defendant now and at all times hereafter saving and reserving unto himself all benefit and advantage of Exception which can or may be had or taken to the many errors, uncertainties and other imperfections of the Complainant's said Bill, for answer thereto or to so much or such parts thereof as it is material or necessary for him to answer, This ~~Respondent~~ Defendant answering says:

It is true this Defendant was employed in conjunction with Hon Geo Goode to represent the Complainant in the Suit brought by her against the Town of Suffolk, and which was decided at the April term 1890, and he accepted such service, more at the request of Hon Geo Goode than the solicitation of the Complainant. This Defendant understood such service upon the distinct and positive assurance that he should receive the same compensation received by Mr Goode and was assured by the Complainant that she had employed Mr Goode for $75.00. Finding afterwards that she had Executed her note to Mr Goode for $150 - This Defendant required

the Complainant to pay him the same, and she did Execute her Note for that Sum, with full Knowledge of the amount and for what it was given. After the termination of said Suit, & when the Complainant knew that it had been decided adversely, she called upon this Defendant to take the cause to the Court of Appeals. This Defendant remonstrated with her and told her she would be placed at great disadvantage, and could possibly gain nothing by such a Course. He left her under the impression that she had abandoned all idea of an appeal; but she soon came to the Defendant's residence, and then in presence of some of his family again insisted that he should take the Case to the Court of Appeals. This Defendant urged her to abandon the idea and requested her to consider the matter in all its aspects, before deciding in favor of such a Course. But the Complainant continually persisted, and said she wanted to take the Case up under any circumstances. This Defendant then told her he should be doing both himself and her an injustice to ask for a record of such Evidence as there was in the cause, and it would be fatal to take a record of that evidence to a higher Court, and upon the remainder of the record there was nothing on which to base an appeal. The Complainant

tion in Complainants Bill that she had Executed such note and Endorsed the same to this Defendant is absolutely untrue, as the Complainant well knows, and as she has admitted to this Defendant since said lot was advertised for sale. She asked this Defendant to give her a statement to this effect in writing, which he did.

Previous to the Execution of said Deed, this Defendant had no note or Evidence of the Complainants indebtedness for services rendered her, & he naturally and reasonably desired to secure her notes as Evidence of the fees due him, and also to get such notes secured. The note for $500.00 included all other fees of which said Complainant was well aware & to which she made no objection until the lot was advertised for sale. = In the very steps in which this Defendant proposed to her, her cause was taken to the Court of appeals upon a petition for a writ of error, and this Defendant assumed the payment of all costs therefor & is now liable for the same. This Defendant denies any and every allegation of fraud or misrepresentation contained in said Bill, and he denies every allegation of said Bill professing to set forth what passed at interviews between the Complainant and this defendant, all of said allegations being known by the Complainant to be untrue.

And for further answer to the Complainants said Bill this Defendant says that long before the institution of said suit against this Defendant and others, he had transfered the notes Executed to him by the Complainant to other parties and parted with all his interest therein; that said parties are now innocent holders of said notes, without notice of any such claim or demands as said Complainant has set up in her said Bill, and said Complainant was notified by this Defendant that he had so transfered said notes, and had no further interest in them, and therefore he has no financial or other interest in said suit, save to sustain himself against the false charges contained in said Bill, of all of which he demands strict proof of the Complainant.

And having fully answered said Bill, this Defendant prays to be hence dismissed with his Costs &c; that the Injunction in said cause may be dissolved, and the Complainants Bill dismissed, and he will Ever pray &c.

Jno. H. Wright.

State of Virginia
County of Nansemond to wit:
This day John A. Wright personally appeared before me and made oath that the Statements contained in the foregoing answer are true. –
Given under my hand this 29th. day of January 1890.

Robert R. Prentis
Commissioner in Chancery.

To Mrs Georgia A Parker:

Please take notice that On Monday the 29th day of Dec. Instant, at the office of R.R. Bentis Esq in Suffolk Va, between the hours of 10 O'clock A.M and 6 O'clock P.M. of that day, we shall proceed to take the depositions of H.T. Atkinson and others, who are to Witness in our behalf in a certain Suit in Chancery depending in the Circuit Court of Nansemond County Va, wherein You are Plaintiff and Jno Goode, Jno N. Wright and Wm. J. Wright Trustee are Defendants; And if from any cause the taking of said depositions be not begun, or being begun they 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 at the same place and between the same hours until they are completed.

Respectfully
Jno Goode. By Counsel
Jno N. Wright
Wm. J. Wright Trustee By Counsel.

Executed this the 20th day of December 1870. by delivering a true Copy of this Notice, to the within named Mrs. Georgia A. Parker, by Person.

Wm H Howell
Sheriff

The depositions of Lee Britt and others, taken before me, John B. Pinner, a Notary Public, for the County of Nansemond pursuant to the notice hereto annexed, at the office of Robert R. Prentis, in Suffolk, Va. to be read as evidence in the Chancery cause of Georgiana Parker v. John H. Wright and othersdepending in the Circuit Court of Nansemond County. To be read in behalf of the Defendants.

Present..John H.Wright, in person and

Merritt Briggs Attorney for Plaintiff.

The Witness Lee Britt be ing duly sworn deposes as follows:

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

A. My name is Lee Britt,age 31 years,attorney.I know the parties to this suit.

2 Q. State whether or not you went with John H.Wright to the residence of Mrs. G.A.Parker the Plaintiff in this suit to take her acknowledgment to a deed and if so what occurred at that time and in what capacity you were there?

(Objected to by attorney for plaintiff)

A. At the request of Mr. John H.Wright some months ago I went with him to the residence of Mrs. G.A.Parker for the purpose of taking her acknowledgment to a deed.I read the paper to her and explained the nature of it and she refused to sign it.That is all I know.I went in the capacity as a Notary Public.My recollection is that the paper purported to convey that part of her lot West of the proposed Eastern line of the extension of Saratoga Street. Upon her refusal to sign the paper I left the house with Captain

John H. Wright. My impressio[illegible] is that the paper was a deed of trust.

3. Q. Did she assign any reason for declining to sign that paper?

A. I can only give my impression . Which is that she was opposed to signing a paper conveying her property. I concluded from the conversation that she wished Mr. Wright to get the money for her without giving a lien on her property.

This deposition has no reference to the deed of trust which is the subject of this cause.

Further

4 Q. Do you know whether the deed to which you refer differed in any respect from the deed in controversy here?

A. My recollection is that the description of the property in the paper to which I have referred was similar to the description of the property contained in the copy of the deed in this cause.

Further this deponent saith not.

Lee Britt

H.T.Artman being duly sworn deposes as follows,

State your name,age,residence occupation and do you know the parties to this suit?

A. My name is H.T. Artman,61 years next month,Suffolk, carriage builder,I know the parties to this suit.

2 Q. Your name appears as a witness to the deed made by Mrs. G.A.Parker which is in controversy in this suit,please state anything which occurred or was said by Mrs. Parker at the time she signed that deed?

A. Mr. Wright met us at the market there I think and asked us to witness a deed to the best of my knowledge.We went from there to Mrs. Parker's house and the question was asked her if sho had read those deeds or been read to her and she stated that they had and she acknowledged it there in my presence and she furthermore asked me not to say anything about it as she did not want it made public.

3 Q. Who was present besides yourself?

A. Virginius Kilby,Mr. Wright,and Mrs. Parker and myself were present.

4 Q. Was there more than one deed?

I think there was only one.I meant to say deed not deeds

5 Q. Who asked Mrs. Parker on that occasion if she understood the deed?

I asked her that question myself. and she stated that she did.

6 Q. Do you recollect whether or not at the same time she signed and acknowledged the two notes,one for One Hundred an and Fifty Dollars,the other for Five Hundred Dollars in favor of John H.Wright and secured by that deed?

A. That is my recollection.

Cross-examination.

1 Q. Did you witness her signature bo both of the last mentioned notes?

A. I did to the best of my knowledge.

2 Q. Do I understand youto mean that you signed your name as a witness on both of the above named notes?

A. I did I think to the best of my knowledge.I signed to two notes.

3 Q. You have stated in answer to Q. 2 that Mr. Wright met you at the market and asked you to witness a deed to be made by Mrs. Parker and you went to her house and there witnessed said deedc where was the deed when Capt. Wright first mentioned this matter to you at the market?

Did he have the deed in his hand?

A. I think so to the best of my knowledge.

4 Q. Then you went with Mr. Wright to Mrs. Parker's house in company with Mr. Kilby,is this true?

A. To the best of my knowledge it is.

5 Q. Did Mrs. Parker sign the deed immediately after you entered the house?

A. That is my recollection,she either signed it or acknowledged it there.

6 Q. Was it read or explained to her in your presence?

A. No sir she said that it had been read to her.

7 Q. Did she say by whom it had been read to her?

A. No sir she did not.

8 Q. Then you are sure that it was not read to her at the time you and Mr. Kilby witnessed it?

A. That is my recollection.

9 Q. Can you say positively that Mrs. Parker did nota sk Capt. Wright

Wright before signing the deed to read it to her on this occasion ?

A. Not to the best of my knowledge .I do not think she did. I can not answer you better than that.

10 Q.

Further this deponent saith not. H. J. Artman

John H. Wright being duly sworn deposes as follows

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

A. My name is John H. Wright. 51 years, Suffolk, Va. attoney at law. I know the parties to this suit and am one of the defendants.

2 Q. John H. Wright say that he will proceed to give in detail all of the transactions between Mrs. Parker and myself relative to the matters in controversy and says as follows,

Some time last Winter I think in the month of January Mrs. Parker came to my office and asked me to be associated with Mr. John Goode in a suit which she proposed to bring against the Town of Suffolk. Previous to her coming I had received a letter from Mr. John Goode about the same matter in which he stated that he had requested Mrs. Parker to associate me with himself. I had said nothing to her about the matter because I did not care in fact to be connected with the suit. At her first interview with me we had no agreement whatever. She afterwards came and proposed to me that if I would be associated in the cause she would pay me two and one-half per cent upon the amount recovered, I declined any contingent fee of any description whatever. She then told me that she had employed Mr. Goode and another attorney whose name she did not give and was to pay them $75 each. I told her I was very much surprised and di not suppose Mr. Goode would undertake the case at any such price. She wanted to know whether I would take it or would be associated with him on the same terms. My reply was that the attorney first engaged generally arranged all terms for fees &c. and as Mr. Goode had requested it I would associate myself with

him upon the terms agreed upon by himself.She repeatedly told me she was to p y Mr. Goode only $75 .When Mr. Goode came down to the trial I learned from him for the first time that he charged her One Hundred and Fifty Dollars I immediately went to Mrs. Parker and told her she had deceived me as to the terms agreed upon with Mr. Goode and I should exact the same fee which he was to receive.She assented to this and after wards exec uted to me her note for $150 which is the first note in my favor named in the deed of trust in controversy.Previous to the trial of this cause Mrs. Parker had employed me to represent her in certain proceedings of the Town of Suffolk for the condemnation of a portion of her lot for market purposes,agreeing to pay me ten per cent upon the amount of compansation allowed.After the trial of her suit against the Town of Suffolk and when I reported to her a verdict against her and in favor of the Town she desired me to take an appeal.I tried by every means in my power to dissuade her from any such purpose informing her that she had no ground of appeal,that it would be a waste of money and my time to undertake any such thing I left her under the impression that she had abandoned it The next evening she came to my house and then nd there insisted that I should take the case to the Court of Appeals.I tried to impress her with the fact that with the testimony of three or four gentlemen in the record that she could not be believed upon oath I should be doing both her and myself, she being practically the only witness on her side, a gross injustice to take up such a record.She insisted that she would take witnesses to the Court of Appeals to disprove the statements of these gentlemen here.When I told her she could introduce no witnesses in the higher Court but must take the record as it appeared in the Court

below she seemed then rather averse to letting that record go up and wished to know whether the case could be not taken without that .I told her she could go, if she chose to go, without any record or testimony but she would still be in no better condition as there was absolutely nothing from whi which the Appellate Court could get any idea of the merit or demerits of her cause.She still insisted that the case should go to the Court of Appeals and seemed to labor under the impression, of which I could not disabuse her mind, that because the Supreme Court had previously decided one case in her favor they would certainly decide this in the same way.Nothing that I could say seemed to have any weight with her At length I requested her to go home sleep over the matter and reconsider her de termination.As she walked out of my house she remarked that if she could get the case before the Supreme Court in any shape she wanted it done. I reques ed her, if not satisfied with what I had said, to consult any other counsel whom she preferred and that I would gladly be relieved of all the trouble.On the following day she either sent a messenger or called me over to her house, I forget which, and there informed me she had de termined to take the case up and that she wanted me to attend to it as I had represented her here.I told her it would place me in a very awkward position that I should seem to myself to be trifling with the Court and that I had no doubt that the Court would reach the same conclusion as I had told her it would be folly to take up such evidence as was in the Court below and upon the remnant of the record that there was nothing absolutely to stand upon but as she

insisted I would undertake it upon certain conditions. These condition were plainly stated. She was to execute to me an additional note for $500 which note should include my fee for services in the condemnation proceedings in the Town of Suffolk against her for market house purposes which fee was $300, for the remaining $2 00. I agreed to take the case up simply on the record as it stood, and was pay out of that any costs pertaining to the proceedings and she was then to execute to me a deed of trust securing these two notes amounting to $650 and to include also in the deed the note which she had given to Mr. Goode for $150 which he had asked me to colect for him. She wished to know if I desired a deed of trust upon her entire property I told her I would not exact that but if she would give me a deed upon the rear portion of her lot I would accept that as sufficient security. She then proposed to give me a deed of trust beginning on a line with the front of the engine house running across her lot and including all that portion of her lot West of such line. I declined this and gave as my reason for so doing that I would have no means of approach to that lot and it would be insufficient security in my judgment so situated for one-fourth of the amount. I then suggested to her that if she would include enough of the lot to take in Saratoga Street as it might be extended I would accept it but nothing less. After considering this proposition I prepared the deed at her suggestion carried it to her with the notes, explained the whole thing fully, and told her if she would sign that deed and those notes I would do as she requested. The whole matter was fully explained and there was no room for any misundestanding. She offered to sign the deed and the notes but I told her it

must be before a Notary or some such officer whose certif -icate of ~~whose~~ acknowledgment would have to be appended thereto.She objected to this and I left her supposing the whole matter was at an end.Very soon afterwards she saw me again and wished to know if those were the only conditions and whether I would not accept her notes without any security.This I peremptorily declined and she told me then she would sign the deed before a Noatary.I carried Mr. Lee Britt to her house and in my presence and in hers Mr. Britt read that deed to her which is the same deed in controversy with only one exception which I will explian further on. After Mr. Britt had read and explained the deed she again declined to sign it stating that she did not wish to give a lien on her property.She afterwards stated to me that she wanted nothing to do with the Britts.And she led me to believe that her objections to signing that deed was because of my taking Mr. Lee Britt there. I then concluded that she had finally abandoned all idea of taking an appeal and told her that I would like for her to arrange the payment of my fees in some way.She again called me or stopped me as I was passing her house and stated that she wanted to borrow for her own use the sum of $200 and wished to know whether I could not add that amount to the deed which had been brought to her and borrow $1000 which would be sufficient to pay Mr. Goode and myself and leave her $200 with which to pay her taxes and some bills which she owed around town.I told her I thought it was very doubtful but if she wanted to borrow that amount and include it in that deed if she would make the payment of that sum subordinate to the payment of the other debts mentioned I would try to effect the loan.At her request I then added to the deed of

trust the last note named thereinwhich was for the sum of $200 which was made ~~to~~ by Mrs. Parker and payable to her own order and endorsed to me.I did not have a blank note with me and told her she need not sign that note until I had first made an effort and ascertained whether I could borrow the needed amount.After repeated efforts and failure in all directions I notified her of the fact and told her so far as that note was concerned she would not have it to pay as she had never executed it .It is emphatically untrue as alleged in her bill that she has ever executed that note or delivered it to me or that any money has ever been raised thereon which fact she has admitted to me since her lot was advertised for sale.After making this addition to the deed I again read it to her and explained it fully as I had done time and again before.She then wished to know if there was no way for her to execute that deed except before a Notary Public.I told her she could execute it before two witnesses but it would be extra trouble as they would have to prove it before the Clerk of the Court.This was early in the morning of the day the deed was executed She asked me to find the two witnesses bring them to her house and she would sign and acknowledge the deed before them.Not expecting to find them I went over to the market(she had objected to certain men around the market coming as witnesses) and found there Mr. Artman and Mr. Kilby.At my request they went with me to Mrs/ Parker's house and she acknowledged this deed in their presence as also the two notes made in my favor.Mrs. Parker asked me before I wrote the deed how long I would give her to raise the money and whether if she failed to raise it I would sell

the lot.She also wished to know whether I would put the deed on record.I told her the deed would be useless to me without being recorded and that unless the money was raised within a reasonable time that in all probability her lot would be sold.She asked me whether I would give her 12 months in which to raise the money.I told her I could not do that because I could not afford to hold her notes for that length of time but if she could raise the money any time during the summer I would promise not to sell the lot without giving her that opportunity.It is emphatically untrue as she alleges in her bill that I ever told her that the note for $500 was to pay the Judges of the Court of Appeals or that her case could not go to the Court of Appeals until she had executed a note for that sum with security.When I agreed out of the $200 which is included in that note to pay the costs of taking the case up to the Court of Appeals she asked me what those costs would be. My reply was it would depend upon circumstances.If the Court of Appeals refused the wr it of error, which I had no doubt they would, and so told her, the only cost would be the making up the record by the Clerk of the Circuit Court of this County but if a writ of error was granted then the record would have to be printed and I could not tell what those costs would be.She wanted to know if I could not make the fee less than I had said including the costs namely $200. I told her I did not want to do it for that and if she could get anybody else to undertake it I would very willingly relinquish it.Since her land was advertised for sale Mrs. Parker has been to see me and complained that I should not have made any charge for services in the market house matter as she had been told that I had done nothing in her behalf

I asked her if she did not recollect her agreement with me in that matter and whether she had not refused to take $3000 for the property desired. She ~~xxx sxxxxx~~ said yes and that she would not take $10,000. She said that she had been told that so far from representing her in the matter I had not even appeared before the Commissioners. I told her this. ~~xxx~~ could be made a matter of proof, if necessary, as all the commissioners knew that I had argued the case before them and that when I came to urge her to accept the $3000 she seemed at one time about to yield and when I had started out with the proposition that she would take it, she called me back and declined. She recollected that and admitted it all and then said that somebody had been misrepresenting me and that she knew I had some enemies in town adding that she knew how to sympathize with one in that condition, and made no further objection whatever to that charge. I then told her I did not wish to sell her property and as there were nearly three weeks then before the day advertised for sale I should be glad if should could borrow it and avoid the sale. She said she thought she knew where she could get it and asked me what was the least I would take for the notes. I then told her the notes did not belong to me that as I had told her before I had long since assigned them to other parties and had no interest in them or control over them but if she could raise the money possibly some arrangment might be made for a rebate of interest at least though I could not promise it. She left me with the declaration that she would try to raise the money and pay all the notes to myself and Mr. Goode and I supposed she was making an effort in that direction. It is a fact that some time in the month of July last I did assign both of the notes made in my favor by her and have not since that time claimed or as-

It is hereby agreed between Jno. H. Wright, atty of the one part and Mrs Georgia Anna Parker of the second part, that the said Jno H. Wright will defend her interests in the proceedings to the Court of Equity if necessary taken by the Town of Suffolk for condemnation of her lot for a street; and the said Jno. H. Wright shall receive for his services ten per cent of whatever amount may be recovered for land taken and for damages. If the value assessed shall be such that no land be taken for the Town, said Jno. H. Wright shall receive for his services One Hundred Dollars —

Jan 10th 1890

Jno H. Wright
G A Parker

Bills to answer of John H. Wright to
2d. question of Cross-examination
John B. Brinar
Notary Public

serted any interest in the same. Before signing these notes the whole matter was fully explained to Mrs. Parker and she signed each one of them with full knowledge of the amount of each and the purpose for which it was given. The deed of trust itself was left in her possession for at least a day and night and she had every opportunity to examine it fully. I did not solicit her beyond telling her that I wanted something to show for the fees she owed me whether she took the appeal, or not and instead of encouraging her to take the appeal I used every possible means and argument to discourage her, I never approached her once upon the subject but every interview with her upon that question was at her own solicitation and the action taken was at her own earnest entreaty. When Mr. Artman and Mr. Kilby went with me to her house to witness the deed I had only that morning gotten the deed from her possession and she did not ask me to read it to her as it had been read more than once and she had had ample opportunity to read herself as often as she liked.

Cross-examination.

1 Q. You have stated in you examination in chief that $300 included in the $500 note given by Mrs. Parker was for a fee due you by her in a condemnation suit by the Town of Suffolk against Mrs. Parker, is this correct?

A. Yes sir.

2 Q. Did you have a contract with Mrs. Parker stipulating the amount which you should receive for service in this matter and if so state what the contract was?

A. Here is the contract (handing a paper) and I file this as my answer.

3 Q. The latter part of this con tract states "if the value

assessed shall be such that no land be taken for the Town said John H.Wright shall receive for his services one hundred dollars",please state whether any land was taken by The Town of Suffolk in this case?

A. None was taken by the Town because Mrs. Parker instructed me to except to the report.and I was then instructed to try to effect the sale with her and offered her $3000 for what the Town wanted.When I had made her this offer and she declined it I told her that my fee would be based upon that.She replied that she would rather give me $500. than to let the Town take it.

4 Q. By whom were you instructed to offer Mrs. Parker $3000 for this land?

A. Some members of the Council, I can not recall who they were, nor can I recollect whether they came to my office or to my house, one or the other, I can't distinctly state which. They approached me stating that as I was Mrs. Parker's counsel in the matter thay supposed I could make a better arrangment with her than anybody else and that if they could purchase the property they wanted from her for $3000 a majority of the Council were in favor of taking it and not moving the market house.They asked me to see her and make her the proposition and report to them at a meeting of the Town Council to be held that night.That is the interview to which I have referred in my examination in chief and when I reported to them that she declined the offer the whole scheme was abandoned as I understood from them.

5 Q. You will please render in full what service you did Mrs. Parker in this matter as her counsel?

A. When Mrs. Parker received notice that application would be made to the County Court for the appointment of Commissioners to assess the value of her land wanted by the Town

she came to my office with the notice in her hand and said she wished to employ me to represent her in the matter and asked for my terms. I asked her whether she proposed to pay me in cash or how. She said she would rather pay me a percentage. I told her I would take the case for her for 10% of what might be recovered but if the value of the property should be placed so high that the town declined to take it she should pay me one hundred dollars anyway. She assented to the proposition and asked me to draw it up in writing. I did so and read it to her. She made no objection, seemed to understand it thoroughly. At the term of Court when Commissioners were to be appointed I think that Mr. R.R.Prentis representing the Town and myself mutually selected the Commissioners. When those Commissioners met I was with them on the premises of Mrs. Parker looking over the ground and marking out as nearly as we could that part which the town desired. After doing this I got several witnesses before the Commissioners, Parker Mitchell and Dumville were two of them, I don't know who the others were, in my office where Mr. Prentis and myself argued the case before the Commissioners. When they had made up their report I reported to Mrs. Parker and asked her whether she would accept compensation allowed. At the following term of the Court by Mrs. Parker's direction I was about to file exceptions to the report, and I think Mr. Prentis, as Counsel for the Town, said if she proposed to except the town would dismiss the proceedings. It was after that that the other negotiations began. I should say here what I have omitted previously that Mrs. Parker asked me to see what was the best I could do with the Council for her lot or that part which the town wanted and I told her that under the other arrangement I would go ahead with it

Before I could interview any of the Council on the matter I was approached by some of them as I have stated before.

6 Q. Please state the amount of damage allowed by the Commissioners in this matter?

A. I can't state of my own knowledge I don't think I ever saw the report but I understood from one of the Commissioners, unless I am very much mistaken, that it was $3000 and I think I reported to her that they had allowed her $3000.

7 Q. Please give the name of this Commissioner?

A. Capt. James E.Riddick is the name of the man to whom I refer.

8 Q. Who were the other members of the Commission?

I do not recollect a single one of them now.

9 Q. If this $300 which you claim as fee in the condemnation case was included in the $500 note why did you say in the deed of trust that this "note was to secure to John H. Wright the payment of the sum of $500 due by note of even date herewith given to pay all fees, and costs of an appeal from a decision and judgment of the Circuit Court of Nansemond County in the suit of Georgiana Parker against the Town of Suffolk made on the 16th. day of April 1890"

A. That language covers just exactly what I meant and just what Mrs. Parker perfectly understood.Mrs. Parker had executed her note for One hundred and fifty dollars for my fee in the Circuit Court in her suit against the Town of Suffolk.She still owed me a fee of $300 for my services in the condemnation proceedings and negotiations with members of the Council and as she had determined now to take the appeal which I had agreed to take, she complying with my terms those would be all the fees she would owe me and so the language was put so as to cover all fees and also the costs of the appeal,

10 Q. Did you ever carry the case of Georgiana Parker vs . the Town of Suffolk to the Court of Appeals and if so when?

A. I presented to Judge Lewis of the Court of Appeals the record in her case precisely as I had told her with a petition for a writ of error some time in November I don't recollect the date.

11 Q. Did that record contain any certificate of the evidence or the facts proven, signed by the trial Judge of the Circuit Court of the County of Nansemond?

A. I did not, for the reason that when I told Mrs. Parker that that record would be compelled to go, with the testimony of three or four gentlemen of Suffolk that they could not believe her under oath and when she seemed to be convinced that she could introduce no testimony in the Supreme Court either to refute their testimony or to sustain her own character she did not wish such a record to go up.

12 Q. Did not this conversation of Mrs. Parker occur after the adjournment of the Court?

A. It did not.

13 Q. Did you file any bill of exceptions during the trial of Mrs. Parker's case, ~~during the trial of the case~~?

A. I think the records will show that I filed one.

14 Q. Did you not agree to assist Mr. Goode in the prosecution of this case for a fee of $75?

A. When Mrs. Parker came to me first she told me she had employed Mr. Goode and another counsel she did not seem to know his name for $75 each and I agreed to represent her on the same terms upon which Mr. Goode represented her.

15 Q. Did you have any written contract in that case?

I don't recollect whether I had or not but if I did it was

based upon whatever representation of what she was to pay Mr. Goode and I did not know otherwise than what she told me until Mr. Goode came on to the trial when I learned from him that she was to pay him $150. and then I told Mrs. Parker that she had deceived me and I should exact the same fee and without hesitation she gave me her note for the same fee.

16 Q. Then I understand that you admit that at first you agred to take $75 as a fee to assist Mr. Goode in the prosecution of this case?

A. Only upon such representation as she made to me relative to Mr. Goode, as I constantly insisted that my fee should be made equal to his.

17 Q. Did you not sign an unconditional contract to assist Mr. Goode in the prosecution of this case for a fee of $75?

A. I do not recollect signing any such contract in that manner. If such was signed it was based upon her positive assurance to me that she paid Mr. Goode that amount and she abrogated it herself by executing her note to me for $150 as a fee in that case.

18 Q. Do you recollect signing any contract in reference to this matter?

A. I do not at this time. If any such contract is in existence in my handwriting let it be produced and I will not hesitate to acknowledge it wherever found but if such was made it was made on her representations as previously stated.

Further this deponent saith not.

Jno. H. Wright

V.S.Kilby Witness for plaintiff introduced by Plaintiff by consent notice being waived being duly sworn deposes as follows,

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

A. My name is Virginius S.Kilby,48 years,Suffolk,Va,insurance agent I know the parties to this suit.

2 Q. Your name appears as a witness to the deed made by Mrs. G.A.Parker which is in con troversy in this suit, please state anything which occurred or was said by Mrs. Parker at the time she signed that deed.

A.At the appointed time Capt. Wright met me at the market and asked me if I would not witness a paper for Mrs. Parker and I told him certainly.We repaired to Mrs. Parker's residence together with Mr. Artman.We entered her residence, In a moment or two Mrs. Parker appeared I do not exactly remember what followed but Capt. Wright said to her the papers were ready or had been prepared.Capt. Wright asked Mrs Parker if sho acknowledged that paper in our presence.She said she did.There was something said just at this point about reading the deed or paper and as well as I recollect Mrs. Parker said something to Capt. Wright about reading it.I think Capt. Wright told her it had been properly prepared.We then left Mrs. Parker's residence and went over to the store of Messrs Daughtrey and Hines and on our way there I asked Capt. Wright about the character of the paper.He told me that Mrs. Parker wanted to borrow some money and the paper in question was a mortgage on her prop-erty . We then entered t he store of Daughtrey & Hines, and there I signed the papers. That is all I know about it.

3c Q.

3 Q. Do I understand you to say that Mrs. Parker requested Capt. Wright to read the paper to her?

A. I can not state positively, there was something said about reading the paper at the time. As well as I recollect the enquiry came from her in reference to Capt Wright's reading the paper.

x~~&~~x~~Q~~xx~~D~~xxxxxxxxxxrstandxxx

4 Q. Did Capt. Wright read the paper to her in your presence?

A. No sir.

5 Q. Have you ever appeared in the Clerk's Office since ~~you~~ witnessed this deed and proved the same.

(Excepted to because the record is the best evidence and the only proper evidence on that subject)

A. No sir, not to my recollect on.

Further this deponent saith not.

V. S. Kilby

No other witness appearing, the further taking of these depositions is continued until to-morrow December 30 1890 at the same place and between the same hours

John B. Sinnet
Notary Public.

Dec. 30th 1890.

No other witnesses appearing the taking of these depositions is concluded.

John B. Pinner
Notary Public.

Virginia,
County of Nansemond, to-wit:-

I, John B. Pinner a Notary Public for the County of Nansemond in the said State do hereby certify that the foregoing depositions of Lee Brill, H. J. Artman, John H. Wright and Virginius D. Kelly 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 30th day of December 1890

John B. Pinner
Notary Public.

Fee $5.00
paid by John H. Wright

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON John Goode, John H. Wright and William J. Wright, Trustee.

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 1891, to answer a Bill in Chancery, exhibited against in the said Court by Georgia A. Parker.

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 16th day of December 1890, in the 115th year of the Commonwealth.

Teste:

A. P. Gomer D. C. Clerk.

Executed by serving a true Copy of the within upon
John S. Wright. Jno Goode and Wellcum J. Wright & Trustees
not found in my County.
this the 15th day of December 1890.
F. O. Rawls Dy Shff for W. S. Powell.

Filed:

State of the Commonwealth's motion to amend
& bring into Court again. Indictment, John Wright and
Wellcum, made, true bill, this again, attorney and leave of the
Court obtained by Captain A. Porter, dated 19th
August 1890 by the Grand Jury of said County Thereto
Counsel in by and after many & Circuit Court of
said the Commonwealth Counsel. Said defendant
Wellcum Wright & this order, file a same
on him for must appear and before the
Circuit Court in the month of 1891?
Subpoena & pay all costs and issued to
may be served in case the sheriff file be
attached.

J. D. Clerk } A Copy Teste
Circuit Court } The Board Attesting
Hanover County. } this 15th December

Costs due: [illegible]

Testify that the above true Account.
[illegible]

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE ~~SHERIFF~~ Sergt OF ~~NANSEMOND COUNTY~~ the Town of Buenaventura GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON John Goode John A Wright and William J Wright Trustee

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 1891, to answer a Bill in Chancery, exhibited against them in the said Court by Georgia A Parker

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 16th day of December 1890, in the 115th year of the Commonwealth.

Teste:

A P Gomer Clerk.

Memo. On the Motion of the Complainant an injunction is awarded to prohibit and restrain John Goode John N Wright and William J Wright Trustee, their agents, Attorneys and all other persons, from proceeding to foreclose the Deed of Trust executed by Georgia A Parker dated 19 day of April 1890 by the sale of the real estate thereby conveyed, or by any other ways or means, whatsoever, until the further order of the Circuit Court of Nansemond County. But before the Complainant shall have the benefit of this order, She or some one for her must execute a bond before the Clerk of the Circuit Court in the penalty of $150. Conditioned to pay all such costs and damages as may be awarded in Case this injunction shall be dissolved

A S Watts Judge
of the Court of the Hustings for the
City of Portsmouth.

To the Clerk of the
Circuit Court of
Nansemond County

A Copy. Teste:

A P Gomes Clerk

I Certify that the above bond has been given.

A P Gomes Clerk

Georgia A Parker
vs. Supreme
John Goode John
N Wright and
William J Wright Trustee and
William J Wright Trustee
Executed Bill & Injunction
Returning him an Office Copy
of the within summons and Bill
Rec'd 1st May 1890
P. H. Shelton Sergt
1891 Nansemond Circuit
Jamieson Rule
3
Final Monday

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON John Goode John H Wright and William J Wright "Trustee

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 1891, to answer a Bill in Chancery, exhibited against them in the said Court by Georgia A Parker

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 16th day of December 1890, in the 115th year of the Commonwealth.

Teste:

A P Gomer Clerk.

Memo. On the motion of the Complainant an injunction is awarded to prohibit and restrain John Goode John A Wright and William J Wright Trustee their agents Attorneys and all other persons from proceeding to foreclose the Deed of Trust executed by Georgia A Parker dated 19 day of April 1890 by the sale of the real estate thereby Conveyed or by any other ways or means whatsoever until the further order of the Circuit Court of Nansemond County.

But before the complainant shall have the benefit of this order, she or some one for her must execute a bond before the Clerk of the Circuit Court in the penalty of $150.00 conditioned to pay all such costs and damages as may be awarded in case this injunction shall be dissolved.

A. S. Watts Judge of the Court of Hustings for the City of Portsmouth.

To the Clerk of the Circuit Court of Nansemond County.

A Copy Teste: A P Gomer Clerk

I Certify that the above bond has been given.

A P Gomer Clerk

I accept Service of the within Summons.

Dec. 18. 1890

John Goode

Dec. 16. 1890

To clerk of circuit court of Hammond County

Georgia A. Parker

vs.

John Woods, John H. Wright & Wm. D. Wright Trustees

Issue summons in chancery to January Rules. 1891 1st Monday

Pd 1,50 by MB

Merritt Briggs

P. q.

To Mrs. Georgia A. Parker:

Please take notice that on Wednesday, the 31st day of December, instant, at the Court House, in Suffolk, Va, we shall move the Hon C.W. Hill Judge of the Circuit Court of Nansemond County, Va to dissolve the Injunction awarded by you, upon your motion, by Hon A.S. Watts Judge of the Hustings Court of Portsmouth Va, in the Chancery Suit brought by You in the Circuit Court of Nansemond County Va against Jno Goode, Jno H. Wright & Wm. J. Wright Trustee.

Respectfully
Jno Goode
Wm J Wright Trustee } By Counsel
Jno H. Wright

Dec 19th 1890

Executed this the 19th day of December 1890. by
delivering a true copy of this Notice to the within
named Georgia A Parker in person

F. O. Rawls Dy Shff for W. H. Howell
Shff

Know All Men by These Presents, That we, Georgia A Parker Principal and Merritt Briggs Surety

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

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

Sealed with our seals, and dated this 16th day of December in the year of our Lord one thousand eight hundred and ninety, and in the 115th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas Georgia A Parker has sued out an injunction against John Goode John S Wright and William L Wright Trustee in the Circuit Court of Nansemond County to enjoin prohibit and restrain the defendants and their attorneys from proceeding to foreclose the Deed of Trust executed by Georgia A Parker dated 19 day of April 1890. by the sale of the real estate thereby conveyed, or by any other ways or means whatsoever until the further order of the Circuit Court of Nansemond County, But before the complainant shall have the benefit of this order, she or someone for her must execute a bond before the clerk of the Circuit Court in the penalty of $150 00 Conditioned to pay all such Costs and damages as may be awarded in case this injunction shall be dissolved.

Georgia A Parker SEAL

Merritt Briggs SEAL

SEAL

SEAL

SEAL

In the office of the Clerk of the Circuit Court of Nansemond County, on the 16th day of December 1890

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

Teste: A. P. Gomey CLERK.

A Copy Teste:

A P Gomey Clerk

Georgia A Parker

To } Injunction Bond

The Commonwealth.

1890

December 16th.

In the Circuit Court of Nansemond County, Virginia.

Georgianna Parker

v.

John H. Wright and others.

The undersigned commissioner appointed by the decree made in the above cause on the 16th day of April 1891 pursuant to notice given by counsel for defendants proceeded on the 29th day of April 1891 to take the deposition of Noble B. Leslie in the above named cause which deposition is herewith returned and asked to be made a part of this report. No other Testimony has been asked for before your commissioner.

Respectfully submitted,
John P. Pinner
Commissioner in Chancery.

Georgianna Parker
v.
John N. Wright
and others
} In Chancery.

Report of
John B. Pinney
Commissioner in Chy.

Georgia A Parker
vs } In Chancery.
Jno. Goode &c als

This cause came on this day to be again heard upon the Bill and answer and exhibits filed therewith, and upon argument of Counsel. On Consideration whereof, the Court sustaining the Contention of Jno N. Wright to his fee for Three hundred Dollars and One Hundred and fifty Dollars respectively, and over-ruling his claim for the fee of Two Hundred Dollars for an appeal to the Supreme Court from the decision of the Circuit Court of Nansemond County; and sustaining the claim of Jno Goode for a fee of One Hundred and Fifty Dollars, doth adjudge order and decree that the Complainant Georgia A Parker do pay to said Jno Goode the sum of One Hundred and fifty Dollars with interest from the date or maturity of the note given him by said Georgia A Parker, and that she pay to Jno. N. Wright or his assignees, the sum of Two Hundred and fifty Dollars with interest from the date of maturity of the Notes Executed by said Georgia A Parker to Jno N. Wright, ~~and without prejudice to the rights of the assignees of the notes executed to said Jno N. Wright.~~ And each of the parties shall pay their respective costs, and no Attorney's taxed fee shall be charged in the costs.

And unless within thirty days from the date of this decree the said Georgia A Parker shall make the pay-

ments herein ordered, the Trustee in the Deed of Trust Executed by Georgia A Parker, securing the notes in the proceedings mentioned, shall proceed to advertise and sell the property thereby conveyed, in accordance with the terms of said Deed of Trust, and out of the proceeds shall pay the several sums as ordered herein, to the parties respectively entitled to the same, and the surplus, if any, he shall pay to said Georgia A Parker or her assigns.

Georgia A Parker
vs
In Chancery
Eva. Goode et als

Decree
to be Entered

Oct 18th 1892.

Entered in Chancery
Order Book
No. 2 Page 472.

Parker

vs

Wright, Trustee & als:

This cause came on this day to be heard upon the Complainants Bill and Exhibits filed therewith, and upon the depositions of witnesses, and was argued by Counsel. On Consideration whereof the Court doth adjudge Order and decree that this cause be referred to Jno. B. Pinner, one of the Commissioners in Chancery of this Court, to take any further testimony in the cause desired by any of the parties, and make report of the same to Court and the cause is set for hearing in vacation

Parker
Vs Jon Chauncey
Wrightboat

Apl 16th 1871

To be entered
C W T

Entered in Chauncey
Order Book No 2. Pg 385

Attorney and Counselor at Law,

Subscriber to Sloan's Legal and Financial Register and Member of the Continental Collection Union.

Suffolk, Va., Jan 5 — 1881

Mr Bellamy
Atty for Mrs G. A. Parker.

We shall begin at 3 O'Clock P.M. today at the office of Mr B. Quinn to take the testimony of one or two witnesses in rebuttal in the suit of Mrs G. A. Parker vs Jno N. Wright & als.

Jno N. Wright
for Defendants

I can not be present this P.M. & if you take other testimony I shall demand notice.

Respectfully
Merritt Briggs

January 5,1890.

and Jno H Wright

The deposition of Noble B.Leslie taken before me John B.Pinner a Notary Public pursuant to notice hereto attached in Suffolk;Va. at my office between the hours of 3 P.M. and 6 P.M. to be read in evidence as rebuttal testimony in behalf of John H.Wright and others in a certain action at law depending in the Circuit Court of Nansemond County wherein G.A.Par ker is Plaintiff and John H.Wright and others are Defendants.

Present:-

John H.Wright in person.

The Witness being duly sworn deposes as follows,

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

A.N.B.Leslie,42 years,Suffolk,Va.Salesman.I know all the parties except one Mr. Goode.

2 Q. Mrs. Par/er has stated that you and one other gentle-man Dr. H.A .Morgan had promised to lend her some money please state whether you ever made her any such promise?

A. I never did.

And further this deponent saith not.

N B Leslei

John H.Wright being duly sworn deposes and says as follows,
I have heard the testimony of young Holland ,B.C.Holland the nephew of Mrs. Parker.His statement relative to the conversation bwtween him and myself and the contention as to how the Judges of our Court of Appeals were paid is a pure fabrication from beginning to end .I deny that any such conversation or contention between him or myself ever occurred at any time nor do I think that he was ever present at more than one interview between his aunt and myself.

And further this deponent saith not.

Jno H. Wright.

Virginia,County of Nansemond to-wit:-
I,John B.Pinner a Notary Public for the County of Nansemond in the said State do hereby certify that the foregoing deposition of N.B.Leslie and John H.Wright was duly taken,sworn to and subscribed before me at the time and place and for the purpose therein mentioned.
Given under my hand this 5 day of January 1891.

John B. Pinner
Notary Public.

To Mrs Georgianna Parker,

TAKE NOTICE, that on Wednesday the 29th. day of April 1891, we shall proceed to take the deposition of N. B. Leslie, at at the office of John B. Pinner, Commissioner in Chancery, at the corner of Main & Riddick Streets, Suffolk, Virginia, between the hours of 9 o'clock a. m. and 6 o'clock p. m. to be read as evidence in behalf of the defendants in the Chancery cause ~~x~~ wherein you are the complainant and John H. Wright and others are the defendants, now pending in the Circuit Court of Nansemond County, Virginia.

And if from any cause the taking of the said deposition be not commenced on that day, or if commenced be not concluded, the taking of the same will be continued from time to time at the same place and between the same hours until it is concluded.

Respectfully,

John H. Wright and others,

by Counsel.

Executed this 28th. day of April 1891 by delivering a true copy of this notice to Georgianna Parker in person. —

F. O. Rawls Dy for
Wm H. Howell Shff

Suffolk, Va
April 29th 1891

The deposition of Nonie B.Leslie taken before me John B. Pinner Commissioner in Chancery pursuant to the notice hereto annexed at the office of said Commissioner in Suffolk,Va. to be read as evidence in the Chancery Cause of Henrietta Parker V. John D.Wright and others depending in the Circuit Court of Nansemond County.To be read in behalf of the defendants.

Present,R.R.Prentis Counsel for Defendants.

Merritt Briggs,Counsel for Plaintiff.

The witness,Nonie B.Leslie being duly sworn deposes as follows,

1 Q. State your age,residence,occupation and do you know the parties to this suit?
A.42 years,Suffolk,Va. Salesman .I know all the parties except John Goode,Esq.

2 Q. In her answer to Question 32 on a cross examination Mrs. G.A.Parker states that you told her that you would let her have the money to pay Mr. Goode and Captain Wright she owed them for legal services.Please state whether or not this statement is true?
A.I did not.

3 Q. Did you ever have an interview with her on that subject?
A. I did.

4 Q. State the substance of the interview.
A. I do not remember the date when Mrs. Parker came to my house but she said she understood that I had some money to loan.I told her I had none to loan myself,that I was using all the money I had myself.She,Mrs. Parker,said she wanted to raise money to pay off certain costs or fees I don't remember just what they were.She said she could give good security for the money.I told her I did not think there would be any trouble in raising money here as people there she knew would know the security to be good .

Cross-examination.

1 Q. Your deposition has been taken in this case before why did you not then state the interview which you had with Mrs. Parker in reference to the borrowing of money?
A. I answered all the questions asked me at the time.

2 Q. Did Mrs. Parker approach you more than once on the subject of borrowing money?
A. She did.She approached me twice.

Re- direct examination.

1 Q. Did you promise her to let her have the money at the second interview.
A. I did not.I advised her as before to ask her people here if they were to loan her the money those who knew the security

Cross-examination.

I O. But you admit that she had two interviews with you on this subject of borrowing money?
A. Yes.

Further this deponent saith not.

Noble B. Leslie

Virginia
County of Nansemond, to-wit:-
I, John R. Pinner, a Commissioner in Chancery of the Circuit Court of Nansemond in the said State do hereby certify that the forgoing deposition of Noble B. Leslie was duly taken sworn to and subscribed before me at the time and place and for the purpose therein mentioned.
Given under my hand this 29th. day of April 1891.

John R. Pinner
Commissioner in Chancery

Fee $1.00

The Depositions of Mrs. G.A.Parker and others taken before me,John B.Pinner,A Notary Public for the County of Nansemond,State of Virginia by consent of all parties interested at my office in Suffolk,Virginia on the 3d day of January 1891 to be read as evidence in behalf of Mrs. G.A.Parker in a certain action at law depending in the Circuit Court of Nansemond County,wherein G.A.Parker is Plaintiff and John H.Wright and others are Defendants.

Present M.Grimes,Counsel for plaintiff.
John H.Wright in person.

IxXx Xxx

The witness G.A.Parker being duly sworn deposes as follows,

Note.John H.Wright here gives notice that he reserves the right to impeach the testimony of the witness.

State your name age,residence,occupation and do you know the parties to this suit.

A. Geo. A. Parker,about 47,Suffolk,householder.I do know the parties to this suit and am the plaintiff.

2 Q. You executed a deed of trust on the 19th. day of April 1890 to William J.Wright Trustee for John Goode and John H.Wright conveying certain real estate therein described ,will you please tell the circumstances under which this deed was given, and the representations made to you by Capt. John H.Wright.

A. It was given by his telling me to secure the Judges in the Court of Appeals, and I refused to give the deed two or three times, but he told me it was a mere matter of form and that I would not have a cent of it to pay and on those grounds I gave the deed, and nothing else would have induced me to do it.The notes I signed because I thought it was to secure the same debt to the Judges.I did not read them and nobody read them to me.I signed them not knowing the amount at all and trusted to his honor not reading it myself and neither of the witnesses reading them to me and I trusted to his honor in his telling me that I would

I have agreed with Mrs Parker to be associated with her Counsel previously Employed to prosecute a Suit for Damages against the Town of Suffolk, on a fee of $75-

Jno. H. Wright-

All Available Text Successfully Captured

not have anything of them to pay. He brought three copies of the deed, two copies of that case about the judges, the other for money he said he could get for me and he brought the deed which I suppose was a lien but no money and if he had brought the money I should not have signed it because I told him I would never give a lien on my property and nothing but starvation would cause me to do it.

3 Q. Did he bring anyone with him when he brought the deeds?

A. No, except the one for the borrowed money and then he brought Lee Britt. I told him sooner than give a lien I would sell the whole property.

4 Q. Did you employ Captain Wright in your damage suit against the Town of Suffolk to assist Mr. Goode, if so what did he agree to render such service for?

A. I did, and Seventy-five dollars, and I have his receipt to prove it (Receipt so called is here produced and filed as part of witness' answer)

5 Q. Did you ever represent to Mr. Wright that you were to pay Mr. Goode only Seventy-five Dollars in this suit?

A. No, I told him I was to pay Mr. Goode $150, $75 for himself and $75 for his son the firm being Goode and Goode. They always wrote me that way.

6 Q. Do you know now how many notes are secured in the deed of trust above referred to?

A. One for Capt. Wright and one for Mr. Goode is all I remember. I don't know whether any other note was in it or not. I never read it myself.

7 Q. Did Captain Wright ever read the deed in full to you and explain it?

A. He read the deed of $800, the first one. I asked him if he knew whether I could borrow $200. to pay taxes and he

said he reckoned he could get it for me.if I would give security.I told him I could not give private security, but I asked him if I could not give it in that lien of $800.He said he would take it away and put it in there. He carried the deed away but I have never seen it since and I have never gottten any money.When he came again he brought another deed which I did not read,neither did either of the witnesses read it to me.

8 Q. Please state why you signed this deed without its being read to you?

A. Well, I did not think to read it myself I thought it must be the same deed and had no thought it was another one a new deed and I signed it because he said it was a mere matter of form in law and that I would not have to pay a cent of it.He told me that in the first deed he took away for the $800 to borrow the money for me on.

See No 7

9 Q. If you had known that this deed secured to Captain JOhn H.Wright $650, would you have signed it?

A. indeed, I would not.I would not sign it for my Father. I would not give a lien on my property to anyone on earth if I thought they were going to sell it.No I would'nt. Nothing would have induced me to have done it.

10 Q. Did you owe Captain Wright $650?

A. No,what could I owe it for?

11 Q. Has Captain Wright ever told you that the notes secured in this deed of trust have been assigned by him to other persons?

A. Never in his life.

12 Q. If this deed of trust had been fully explained to you to the effect that it was first to secure to John Goode,Esq. the payment of $150,second to John H.Wright

the payment of $150, third to John H.Wright the payment of $800, and fourth the payment of a note for $200 which said deed recites that you endorsed to John H.Wright, would you have signed it?

A. Never because I did not owe it the $200 he told me I would have to give to pay the witness Es and expenses in the Court of Appeals and to pay the costs of the suit in town here, and he could not take it to the Court of Appeals without my giving that bond. He said I could not take it to the Court of Appeals until I have a $200 bond to pay the expenses in the Court here. If he has ever taken it to the Court of Appeals I do not know; he has never given me any notice of it; he never brought me any brief from the court or any writings; he never said anything to me about it when he carried it; and I saw him passing on the street, and I called him over to my house and asked him how he was getting along with the case. He said he had carried it up and had argued it, but he had not heard from it since but that he thought it would be a year before it would be decided on.

13 Q. What did he tell you the $200 note was for?

A. It was to pay the Judges, he said they would not notice the case until they were first secured in their fees.

14 Q. Was anyone present when he told you this?

A. Yes, my nephew Mr. Hellland.

Cross-examination.

1 Q. Can you read?

A. I can.

2 Q. How long would it take you to read an ordinary negotiable note?

A. If I had known it was necessary it would take but a very short time, but I did not read them because I trusted

to his honor.I was very nervous and excited then but not too nervous to write or read but I trusted to his honor and that is why I did not read them then.

3 Q. Are you accustomed to sign your name to papers without reading them?

A. I do it right often with people that are honest and I have never had any difficulty arising from it.

I never knew the amounts of the notes at all.I only knew what I owed him and I did not think any gentleman would dare do anything wrong.

4 Q. Had you ever before signed your name to a negotiable note or deed of trust upon your property?

A. No I had never done so before.I had always said I would sell the property rather than give a lien on it.I had never seen a note of that kind before.I do not know that I ever heard of one before.I do not know what kind of note it was or what it meant.

5 Q. Had you not executed a note in favor of Hon. John Goode for the payment of $150?

A. I did and sent it to him by letter.

6 Q. Did you read that note?

I did.

7 Q. In what respect did that differ from the other notes you gave to me.

A.I did not have the two to compare them.The one he sent me he sent in blank and I filled it out myself and sent it to him.

8 Q. Are you positive you filled up that note or that you only signed your name to it?

A.I signed my name to it and sent it.He sent the two blank notes and one I have now:he may have written

a line or two in it I am not certain about that.
I would not testify to that, as I would not testify to anything I do not know.

9 Q. Did you execute to him a negotiable note?

A. I do not know anything about a negotiable note at all. I know it was one he was satisfied with and he soon wrote acknowledging he had received it.

10 Q. Was it a note made payable at bank?

A. I do not remember anything about that. I know Mr. Goode was satisfied about it and wrote acknowledging its receipt.

(Counsel for plaintiff objects here to this line of testimony as note itself he alleges is the best evidence)

11 Q. You have said that you signed the notes given to John H. Wright and the deed of trust without reading them when did you first find out for what amount you had given those notes?

A. Different friends told me saying that they had heard it.

12 Q. Name some of the friends who told you about it?

A. Some lady friends told me. I think Mrs. Jerusha Norfleet was one. I did not even know the land was advertised until I was told about it. There were so many I don't remember who. I am not certain Mrs. Norfleet was one; there were so many.

13 Q. Is it possible that while so many people were talking about it you can not positively recall a single name?

A. Yes I can call some names I reckon but they would not want me to call their names.

14 Q. I insist upon the names, please let me have them

A. They only told what they heard; they did not say the amount at all, they said so many bonds, but not how much. If it had been put in the newspaper I would have heard

legally about it.

15 Q. Then I understand that you decline to give any name

A. Suppose anybody was in company and heard first one and then another how could they give any names. It has been so long I do not remember. I know that he never apprised me of it .

16 Q. When these notes and the deed of trust was first brought to you by me was it not explained to you fully and did you not assent to the whole transaction?

A. It never was explained and I never had my hand on the deed except my finger to write.

17 Q. You have said that I carried to you three deeds of trust will you please explain the nature of each of them?

A. How can I when I did not read them. I was not asked to read them trusting to his honor .

18 Q. For what amount was the first deed?

A. He said $800.

19 Q. In whose favor was that?

A. Of the Judges.

20 Q. For what amount was the second deed?

A. The first deed was the one Lee Britt came to me with the second was the $00 dollar deed, so he said I did not read it.

21 Q. For what amount was the first deed?

A. Lee Britt read it $150 in favor of the Kellams. And that is the only deed he brought a witness with him.

22 Q. For what amount and in whose favor was the third deed?

A. I do not know. I never heard it and did not read it. I thought it was the same $800 deed he took away to put

$200 in for me.

23 Q. Which one of the deeds did you sign ?

A.I do not know but I signed both I would not L stify to it.I did not take either one in my hands only to write my name on the bottom of it.

24 Q. Did you sign the one when Mr. Lee Britt came?

A. I did not.I told him I would not sign it unless starvation forced me to give a lien.I would sooner sell the whole property.

25 Q. Did anyone come with me when I brought the second deed to you?

A. Not that I know of.If they did I do not remember it.

26 Q. Did you sign that deed?

A.I do not remember.I might have signed both I donbt remember now.I would not have signed either but he said it was to get it in the Court of Appeals to pay the Judges and I was anxious to get it in the Court of Appeals to get justice as I did not get it here. And Mr. Goode has been attending to law business for me several years nearly 30 years anyway.He never give me any cause to think he had done anything wrong.He always acted according to his agreement.I never had a written agreement from him.I think and he never gave me the slightest trouble in his life.

27 Q. Who came when the third deed was signed?

A. Mr. Kilby an Mr. Artman.

28 Q. Have you not denied since the execution of that deed/that you ever signed it?

(Witness is cautioned to be on her guard)

A. If I did I do not remember it .How could I deny it when it was on record.And furthermore not a lady or gentleman of my acquaintance will ever say they ever heard

me tell a falsehood from my childhood up.I have always
been very conscientiousI say the lien was given for the
Judges to secure them because it was said they would not-
tice is unless they were secured.
29 Q. Before executing the deed in favor of Mr. Goode and
myself did you not apply to me to borrow $200 for you?
A. No,this $800 he brought for me to sign I said I wisheo
I could borrow $200 to pay taxes with and he said he reck-
oned he could get it for me if I would give security.I
told him I did not think I could give any private individ-
ual security in this place and I then a sked him if he
could not put it in that same lien and he said he reckoned
he could and he took it away.I have never seen any $200
nor any other money.He never write me he could not get
nor did he ever tell me he could not get until I called
him over one day to ask him if he ever got the $200 for me
He said he could not borrow it on the deed to save his
life that he had tried. I then asked him what han become
of the $200 note or bond and he said that had never gone
into execution.
30 Q. Did you not sign the notes in my favor and the
deed of trust at the same time?
A. I do not know whose favor they were in I signed some
notes in whose favor I do not know and I signed the deed
in the presence of Mr. Kilby and Mr. Artman but in whose
favor I do not know and I don't know what kind of notes they
were and I do not know the amount of them.
30 Q. Did you not also sign the notes in the prsence of
Messrs. Artman and Kilby?
A. I signed two notes at the same time but I do not know
the amounts of them nor in whose favor they were in but
one thing I know I did not owe that amount of money.

31 Q. Did you ever sign any other note in connection with that transaction and if so when no where?

A. I signed the note to Mr. Goode for $150 and gave it to him he sending the note to me himself. I had made arrangement to pay the note because a friend had promised to let me have the money to pay both Mr. Goode and Captain Wright their fees for the case in the Court here.

32 Q. Who was the friend that promised to let you have the money?

A. Two gentlemen promised to let me have it. Mr. Leslie told me he would let me have it. And Dr. Morgan told me when he made some collection or if he made some collection he could let me have it. And then I nsuppose when he heard of this lien he wrote me he could not let me have the amount I wanted.

33 Q. Have you ever executed and endorsed to me any note for $200 under that deed?

A. If I ever did I was asleep when I did it I don't remember. I never endorsed a not to anyone in my life nobody that I knew of I do not know the meaning of endorsing.

34 Q. Did you ever execute a note under that deed for $200?

A. Not that I know of. If I did I do not know it.

35 Q. When you first came to me to employ me in your case against the Town of Suffolk, did you not agree to pay me the same fee which you were to pay Mr. Goode and did you not tell me that you were to pay him $75?

A. I did not, God being my witness. I told him Mr. Goode and his Son would have $75 apiece and he said that he would assist Mr. Goode for the same and I have just showed you his receipt proving it.

36 Q. Did you not get that agreement from me upon your representation that Mr. Goode only charged you $75 for

himself?

A. No.I told him that as plainly as I could speak that Mr. Goode and his son were to receive $75 apiece.He said he would assist for the same and I took his receipt for it.

37 Q. Why did you afterwards give me your note for $150 for my services in that case?

A.If I did I did not know what I was doing.

And I don't think that I ever did and if I did I did not know what I was doing.I have nothing on earth to live on but my house and lot and I would be a numbskull to give it all for the service rendered.

Further this deponent saith not.

G H Parker

The witness R.C.Holland being duly sworn deposes as follows,

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

A. R.C.Holland,about 17 years,Suffolk,workman,I know the parties to this suit.?

2 Q. Sate with whom you live in Suffolk.

A. Mrs. Parker.

3 Q. Have you lived with her all of 1890?

A. Yes sir.

4 Q. Were you present at any interview which took place between Captain Wright and Mrs. E.A.Parker in reference to a deed of trust Captain Wright was endeavoring to get her to execute?

A. I was on two .

5 Q. About when and where did these interviews take place?

A. They took place here in Suffolk but I do not know what time but about April.

6 Q. Please state what Captain Wright said to Mrs. Parker during these interviews above referred to ?

A. Captain Wright came to Mrs. Parker's to get a mortgage This mortgage was to secure some notes one was for the Court of Appeals Judges fees.I asked Mr. Wright did the Judges have to be paid and he said they did.I contended with himthat they did not.Mrs. Parker was going to give him a deed of trust to get money to pay tax for her He brought Mr. Brint to read it He read it and she would not sign it.He then afterwards brought another to secure these notes and he wanted her to go the Magistrate's office to sign.She would not go and asked him couldn't he bring the magristrat down there.He said he could bring two witnesses which ould answer.He brought Mr. Artman and Mr Kilby whether it was the same mortgage or not I don't know.Neither of the last were read.She did not want to sign them at all.He told her he could not do anything with her case unless she secured the notes.She then signed the mortgage neither of the mortgages were read .He said it was a mere form in law and that she would not have a cent to pay if she did not lose the case.I did not hear the amount of the mortgage or the notes.He did not mention his fee in my presence at all.

7 Q. Do I understand you to say that Captain Wright said that it was to secure the fees of the Judges of the Court of Appeals? (Question excepted as leading suggestive of the answer)

A.He did and all the cost.

8 Q. State as near as you can everything that Captain Wright said to Mrs/Parker in reference to her giving this deed of trust?

A. He said that she would never have a cent of it to pay. if she pained the suit. He said there would not be any chance for her in the Court of Appeals unless the Judges were paid and I asked him did they have to pay them all the time and he said they did. I told him I never heard of it before. And he contended with me that they did. And I told him they did not in the State of Georgia where I came from.

9 Q. Did Mrs. Parker under this representation consent to give the deed of trust?

(Excepted to as leading)

A. She did.

10 Q. Do you know whether Captain Wright left this deed with Mrs. Parker at any time before she signed it?

A. He did not as I know of . I am there some part of every day.

11 Q.

Cross-examination.

1 Q. What relation are you to Mrs. Parker?

A. I am her nephew.

2 Q. Has she adopted you into the family?

A. She has not.

3 Q. You have said that you lived with her do you pay her board?

A. I pay her money but not for board.

4 Q. In what business were you engaged in the month of April last?

A. I was a scholar going to school.

6 Q. About what time in April did these interviews of which you speak occur?

A. I do not know.

8 Q. Were they in the day or at night?

A. They were in the day.

7 Q. About what time of day did you go to school an what time did you come home?

A. I went at quarter to nine, came home to dinner and went back at one and returned again at four

8 Q. Did these interviews occur before you went away in the morning when you came home at dinner or after you returned in the afternoon?

A. I do not know. I think it was on Saturday when most of it occurred.

9 Q. Do you know whether the Court was in session or whether it had adjourned?

A. I do not know. I think it was Saturday in Court week.

10 How many days was it before Mrs. Parker signed the deed?

IA. I do not know.

11 Q. Do you know whether it was before or after she signed it?

A. It was before.

12 Q. Please explain how the contention between you and Mr. Wright came about?

A. It was any contention it was just a few words, one or the other was mistaken.

13 Q. Well, how did that contention begin?

A. It began about whether the Judges were paid a fee or salary.

14 Q. Who first raised the question as to the Judges fees?

A. Captain Wright said they were to be paid a fee nd I said they were not.

16 Q. Did not this claim of Mr. Wright excite any suspicion in your mind that he was dealing unjustly with your aunt?

A. It did.

17 Q. Did you set any enquiry on foot relative to it?

A. I did not.

I thought it was none of my business

17 Q. Have you not mistaken an interview which occurred some time in November last for the one you have testified to?

A. I have not.

18 Q. Do you remember an interview between Mrs/ Parker and myself at which you were present some time in November last?

A. I do not.

19 Q. Do you not recollect Mrs. Parker calling you into her house at the time last named and there raising the question that I had told her that this note was to pay the Judges of the Court of Appeals and do you not remember distinctly saying to Mrs. Parker that you had told her she was mistaken about that matter?

A. I don't recollect anything at all about that date.

20 Q. Do you recollect any such interview? between Mrs. Parker and myself since my return home in the Fall of 1890?

A. I do not.

21 Q. Do you not recollect my telling Mrs. Parker in April last that if the Court of Appeals granted her a writ of error she would be required to execute a bond called an appeal bond before the Clerk of the Court here

in such penalty as the Supreme Court might require and that that bond she would not have to pay or any part of it unless the case should be decided against her?

A. I do not recollect anything about it but he mentioned an appeal bond.

22 Q. Is not that the bond which you have confused in your testimony with the note mentioned in the deed of trust?

A. It is not.

23 Q. Do you know how many interviews your aunt solicited with me in this matter?

A. I do not.

24 Q. At how many were you present?

A. I do not sir, there were several at which there wasn't any business done.

25 Q. Do you know whether the interviews with her were at my request or hers?

A. I do not know.

26 Q. Can you say that the deed which she signed was never left with her for her inspection and consideration?

A. Not as I know of and I am there every night.

27 Q. Can you say that it was not?

A. It was not left all night I can not say about day time. If it was left in the day I never knew of it.

28 Q. How do you know it was not left all night?

A. Because I am there every night and I always look at her business when she goes out and comes back.

29 Q. Do you mean to say that your aunt consults you and submits to you her business matters?

A. She always shows them to me.

30 Q. Could she not have had this deed all night without

her showing it to you?

A. Not easy without hiding it.

31 Q. You do not mean to say that you and she sleep in the same room?

A. I do not.

32 Q. How often have you and she conversed over this matter ?

A. I don't know.

33 Q. Have you not discussed it repeatedly?

A. I have.

3

And further this deponent saith not.

R. C. Holland.

No other witness appearing the further taking of these Depositions is continued until Monday January 5th 1891 at the same place between the hours of 9 A. M. and 6. P. M.

John B. Pinner.
Notary Public

Jan. 5th 1891

No other witness appearing the further taking of these Depositions is concluded.

John B. Pinner
Notary Public

Virginia
County of Nansemond,

I, John B. Pinner a Notary Public for the County of Nansemond in the said State do hereby certify that the foregoing Depositions of Georgia A. Parker and R. C. Holland 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 5th day of January 1891. John B. Pinner Notary Public

Fee $4.00 paid by
M. Driggs, Esq.