

1896-004

Nansemond Co. (Suffolk)

Chancery Causes: Lucie C. Butler et al vs Farmers Bank of Nansemond

Jones

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*The Farmers Bank
of Nansemond and W. H. Jones Jr Trustee
for the Farmers Bank of Nansemond*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the *Third* Monday in *August 1896*, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *Lucie C. Butler and R. N. Butler*

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *8th* day of
August, 189*6*, in the 12*th* year of the Commonwealth.

A copy—Teste:

CLERK.

Teste:

A. P. Gomer

CLERK.

I have executed the within summons or notice of
summing a true copy thereof in person on both
E. E. Ireland President of the Farmers Bank of Nan-
semond and W. H. Green Jr. President for the
Farmers Bank of Nansemond in my County of
Nansemond on this 8th day of August 1896,
given under my hand this 8th day of August
1896. The said Farmers Bank of Nansemond being
a corporation incorporated in the laws of this state
and having its principal office in the said
County of Nansemond. J. A. Hemen Clerk

Rawles & Briggs. p. 9.
Lucie C. Butler &
R. N. Butler

vs. } In Chancery.

The Farmers Bank
of Nansemond &c

1896

August Rules.

Third Monday.

Nansemond Circuit Court.

Process Book No. 2

Page 35

I, J. A. Hemen Clerk of the Circuit Court of Nansemond
County do hereby certify that the bond required by the above
order has been given with security deemed sufficient by me.

State: J. A. Hemen Clerk

And the motion of the Complainants Lucie C. Butler
and R. N. Butler an injunction is awarded in pursuance
of the prayer of the bill to restrain and prohibit the said
defenses or trustee and the said Farmers Bank of Nansemond
and its agents from selling the real estate described in the
bill until the further order of this court, but the Complainants
are not to have the benefit of this order or injunction until they
or one of them or some one for them shall enter into a bond in
the penalty of \$500. with ~~security~~ Security deemed sufficient
by the Clerk of this Court conditioned to pay all costs and a
damages which may be awarded against them in case
the injunction shall be dissolved.

Robert R. Prentiss
August 8. 1896

Attest: J. A. Hemen Clerk

To the Clerk of the Circuit
Court of Nausimund County.

Lucie C. Butler &
R. H. Butler) Plaintiffs
vs

The Farmers Bank of
Nausimund, and
W. H. Jones Jr. Trustee for
the Farmers Bank of
Nausimund) Defendants

Issue summons for plaintiffs
against defendants to 2nd
August 1896 to answer
said plaintiffs of a Bill
in Chancery.

Tax \$1.50

Robert Briggs Secy.

Butterworths
vs Memo.
Farmers Bank

Know All Men by These Presents, That we, Lucie C Butler
and Rosa Pettit

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

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

Sealed with our seals, and dated this 8th day of August in the year of our Lord one thousand eight hundred and Ninety six, and in the 121st year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas an
injunction is awarded Lucie C Butler and R. N. Butler
as a bill in chancery filed this day in the Circuit
Court of Nansemond County in the Cause between said
Lucie C Butler and R. N. Butler against The Farmers Bank of Nanse-
mond and W. S. Jones Jr trustee for the Farmers Bank of Nanse-
mond defendants restraining said defendants and their
agents from seeing the real estate described in said
bill. But this order not to take effect until the plain-
tiffs or some one of them or someone for them shall ex-
ecute a bond in the penalty of \$300, approved
by good security, and whereas Lucie C Butler executed
said bond with caution according to law and
assumed all expenses incurred by this order
and all others entered upon this Cause

Lucie C Butler
Rosa Pettit



In the office of the Clerk of the Circuit Court of Nansemond County, on the
8th day of August 1896

The above bond was executed and acknowledged by the obligors (the suret y justifying
on oath as to her sufficiency) and recorded.

Teste:

A. P. Gomer

CLERK.

A Copy

Teste A. P. Gomer Clerk

Lucy C Butler
To } Injunction Bond
The Commonwealth.

1896
August 8th

Recorded in Official
Bond Book
No 1 Page 116

A copy

Lucy C. Butler and R.H. Butler

Farmers Bank of Nansemond and W.H.Jones, Jr, Trustee.

This cause came on this day to be heard on the bill of the complainants, the answer of the defendants, with replication thereto, and on the exhibits filed, and was argued by counsel: On consideration whereof the court doth adjudge, order and decree that the injunction awarded the plaintiffs in this cause be dissolved, and, it appearing to the court, that the said plaintiffs are indebted to the said Farmers Bank of Nansemond, one of the defendants in this cause, in the sum of \$1721.80, with interest thereon at the rate of six per centum per annum from this date until paid, the court doth further order, adjudge and decree, that if the said plaintiffs shall, within the period of 40 days from this date, pay to the said defendants the said sum of money with interest as aforesaid, that then the said defendants shall release the real estate in the bill and proceedings mentioned, from the lien of the deed of trust now held by said defendant Bank as admitted in the plaintiffs bill. And the court doth further adjudge, order and decree that unless the said plaintiffs do, within the period hereinaforesaid, pay the said sum of money with interest as aforesaid, to the said defendant Bank, then that W.H. Jones, Jr, the trustee named in the deed of trust from said complainants to him as trustee for said defendant Bank as stated in the bill of the said complainants, do proceed to advertise and sell the said real estate in the bill and proceedings mentioned according to the terms and provisions of the said deed of trust, and after such sale, ~~to surrender the same to the County Court of Nansemond~~ he is directed to return to the Commissioner of Accounts of the County Court of Nansemond County an account of sales of said real estate, together with a statement of the amount of the proceeds of such sale and vouchers for his disbursements, so that the same may be properly stated, settled and reported to

said court, by said commissioner, as provided by law.

And there being nothing further to dispose of in this suit, it ^{is} ordered that, upon the payment of the costs of this suit by said defendant Bank, the same shall be removed from the docket.

Butler v. Mass
vs Final Decree
James Paul of Mass's

Dec 20, 1896

To be entered
Robert C. Whittier

Entered in
Chancery
DB 3 Page 57

In the Circuit Court of Nansemond County:

Lucy C. Butler and R. H. Butler-

Plaintiffs-

vs-In Chancery-

Farmers Bank of Nansemond and others-

Defendants-

The joint and several answers of the Farmers Bank of Nansemond and of W. H. Jones, Jr, Trustee to a bill of complaint exhibited against it and him in the Circuit Court of Nansemond County by said Lucy C. Butler and R. H. Butler.

The said defendants reserving to themselves the benefit of all just exceptions to the many errors in said bill contained, for answer thereto, or to so much or such parts thereof as the said defendants are advised it is material to answer, answer and say:

That it is true that the said Lucy C. Butler is seized in fee of the said real estate mentioned in the said bill, and that, at the urgent solicitation of the said complainants, the said defendant Bank did loan to them the sum of \$1800, evidenced by their joint note and secured by a deed of trust on said real estate in which W. H. Jones, Jr is named as Trustee.

It is also true that the said note was first dated October 1st, 1895 and was payable at said defendant Bank ninety days after date and that said defendant Bank received from said complainants on account of interest or discount thereon the sum of \$37.60, or the rate of 8% interest as alleged. The said note was afterwards twice renewed, and no more, to wit, on the 4th day of January, 1896, for ninety days for the same amount and on the 10th day of April, 1896 for ninety days from the 4th day of April 1896 for the said sum of \$1800., and at each renewal the said defendant Bank received on account of interest thereon the sum of \$37.60. The last renewal of said note matured on the 6th day of July, 1896 and has been held as a past due note from that date. On the 10th day of July 1896 a payment of \$50.00 was made and applied as a credit on said note, and this, with the exception of the interest paid thereon, is the only amount that has ~~never~~ been paid

thereon notwithstanding the repeated promises of payment made by said complainants which they failed to keep.

The full amount received by said defendant Bank, on account of interest, is \$112.80, ^{each part of} and this amount was received each time in advance and was paid and applied as directed by said complainants. The said complainants, if the rate of interest had been 6% instead of 8% as charged, would have paid on account of interest for said time, to wit, from the 1st day of October, 1895, to the 6th of July, 1896, the sum of \$84.60. The excess of interest above the legal rate paid in advance by said complainants for the use of said sum of money amounts to the sum of \$28.20, and for this amount the said defendant Bank offers to give credit, being advised that it can only be required to account for the excess above the legal rate of interest collected, the said interest having been paid in advance and applied as directed by said complainants. The said defendant Bank denies that other or further payments have been made on said note by said complainants or by any one for them.

It is true the property was advertised for sale because of the failure of the said complainants to pay the note in accordance with their repeated promises, and the said Bank desired to collect the same.

It is also true that, by inadvertence, the terms of sale were not embraced in the advertisements of sale, but the same will be properly stated in future advertisements of sale of said land.

These respondents are advised that it is neither improper nor illegal for a stockholder to act as trustee in a deed of trust given by complainants or by any one else for the benefit of a corporation in which such stock is held.

These respondents therefore pray that said injunction may be dissolved except as to the excess over the legal rate of interest collected, to wit, the sum of \$28.20; that as to said amount of \$28.20 the said defendant Bank may be required to give credit on said note secured as aforesaid; and that said defendant trustee may be authorized and empowered to re-advertise said property for sale, stating in such advertisement the terms

of sale;and that said defendant Bank may be authorized to collect the balance then due and unpaid on said note with interest at the legal rate from the 6th day of July,1896,till paid.

And the said defendants having now fully answered pray to be hence dismissed with their reasonable costs,and they will ever pray,&c.

Farmers Bank of Nansemond

By

E. E. Halland President
W. H. Jones, Jr. Trustee

Virginia,Nansemond County,towit:

I,H.Woodward,a notary public,in and for said county in said State do certify that W.H.Jones,Jr,Cashier of the Farmers Bank of Nansemond this day personally appeared before me in my county aforesaid and made affidavit that the statements made in the foregoing answer are true.

Given under my hand this the 18 day of Sept.1896.

H. Woodward
Notary Public

1800
50
1750.00
28.20
1721.80

Farmers Bank of Kansas
adds } Answer
Butler & Others



E4, B.

REAL ESTATE AT AUCTION!—

In pursuance of the authority conferred by a deed of trust from Lucie C. Butler and R. H. Butler to the undersigned trustee, dated October 1, 1895, and duly recorded in the Clerk's office of Nansemond County Court, Deed Book 35, page 616, default having been made in the payment of the debt therein secured, I shall offer for sale at public auction, before the Postoffice in the town of Suffolk,

ON SATURDAY, AUGUST 15, 1896,
at 12 o'clock M., the following valuable property, to wit:

All that certain lot of land on the south side of Kilby street in the town of Suffolk, Va., fronting on the said street forty feet and running back therefrom between parallel lines one hundred and forty feet, more or less, and bounded on the north by the said Kilby street, on the east by the lands of James C. Felton, on the south by R. R. Smith, and on the west by the lands of Ida C. Bartlett, formerly Mrs. Richard A. Channell.

Also, those three certain lots of land on Holladay street, in said town of Suffolk, Va., fronting on said Holladay street one hundred and fifty feet and running back between parallel lines one hundred and fifty-five feet, bounded on the east by the said Holladay street, on the north by the lands of Merritt Briggs and others, on the south by the lands of G. S. P. Holland and others, and on the west by the lands of Mary C. Rawles and others.

WM. H. JONES, JR., Trustee.

JULY 22, 1896.

July 24-2t

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To the Honorable R. R. Prentiss
Judge of the Circuit Court
of Wausemann County.

Humbly Complaining shew
unto your Honor your
Complainants Lucie C. Butler
and R. H. Butler the following
Case :-

That your Complainant Lucie
C. Butler is seized and possessed
in her right of the follow-
ing real estate situated in
the town of Suffolk County of
Wausemann and State of Virginia,
to wit:- All that certain lot of land
on the South side of Kelly Street in
the town of Suffolk fronting on
said street and running back
therefrom between parallel lines
140 feet more or less and bounded
on the North by said Kelly Street;
East by the lands of J. C. Felton:-
South by R. R. Smith and West by
Ida C. Bartlett;
Also three lots of land on
Holladay Street in said town front-
ing on said street 150 feet and
running back between parallel

lines 155 feet and bounded on
the East by Holladay street; North by
Meritt Briggs street; on the
South by G.S.P. Holland and North
by Mary W. Rawls and others.
And the Complainants further
say that being in need of
some money they applied to the
Harmon Bank of Nausaunnet for
a loan of \$1800.⁰⁰ on the 1st
day of October 1895; that they
were told by the authorities of
said Bank that they could
be accommodated with a loan
of \$1800 if they would agree
to pay eight (8) per cent
per annum for the use of the
same and would make a
note for that amount signed
by both Lucie C. Butler and R.H.
Butler and secure the payment
of the same, together with any
renewal thereof, by a deed of
trust on the real estate above
described. The Complainants
knew there were harsh and
illegal terms but were forced
by stress of circumstances to

accede to the same. They say
therefore that they made their
note for \$1800.⁰⁰/₁₀₀ dated the 1st
day of October 1885 - and payable
to the said Bank 90 days
after date and delivered the
same to the said Bank duly
secured by a deed of trust
executed by both of them to
W. H. Jones Jr. trustee for said
Bank a copy of which said
deed of trust is herewith filed
marked exhibit "A" and
proposed to be taken as a part
of this bill, conveying the real
estate already described, and
that for said note they received
from said Bank the said
sum of \$1800.⁰⁰/₁₀₀ less eight⁽⁸⁾/₁₀₀ per
cent ^{for discount} discount for 93 days
or in other words the sum of
\$1762 ⁸⁰/₁₀₀.

And they further say that since
that time they have thrice
renewed said note according to
the well known usage of said
Bank ^{giving each time their note payable 90 days} and that each time they
have so renewed same and
given their new note in renewal

of the said original note of
\$1800 the said Bank has de-
manded and received of them
eight per cent per annum for
93 days on the said sum of
\$1800. In the loan and for been
over charged ^{which was above the legal rate of interest} all of which was
contrary to equity and good con-
science.

And they further say that they have
now paid much on the said loan
three payments amounting to
\$161⁶⁰/₁₀₀ for which they should have
credit according to the law in
such cases made and provided,
on the principal of said sum
of \$1800; but that they have not been so ^{credited}.
They further say that owing to the
great depression in money matters
and the exceedingly low price of
all farm products they were un-
able at the last time the said
renewal note become due to meet
the same and that therefore the
said Trustee W. H. Jones Jr at the
request of the said Bank advertised
the said real estate for sale
at public auction before the fore-

Office in Suffolk on Saturday the
 15th of August 1895 - at 12 o'clock
 m. or nine more fully appear
 from a copy of said advertise-
 ment cut from the Suffolk Herald
 herewith filed marked exhibit
 "B" and paper to be taken as
 a part of this file; and your
 notes further say that the
 said Bank is now demanding
 of them the sum of \$1750⁰⁰
 when if they were properly credited
 with the amounts they have paid
 they would owe nothing like
 so much but would owe a
 much smaller sum which
 they are willing ^{to} pay; to wit about \$1600.
 They further say that the terms
 of said sale of said real estate
 are not stated in said
 advertisement or required to be
 by the terms of said deed of ~~sale~~
 and they are apprehensive that
 the same will be sold for
 cash, and that at this sea-
 son of the year real estate will
 not bring anything like its
 value and if forced on the
 market will be selling for a

replied,

And they further say that the said W. H. Jones Jr. who is named as Trustee in said deed of trust is an interested party, he being one of the largest stockholders in the said Bank, and that therefore he is not that fair and impartial agent contemplated by law to act in the capacity of a Trustee, the law contemplating that a Trustee shall be a person who neither has nor can have any interest of his own to serve while acting in so delicate and important a position.

In tender consideration whereof and inasmuch as your complainants are residents in the premises some of the said of a court of equity when matters of this kind are shown and properly cognizable, your complainants pray that the said former Bank of Nassau and the said W. H. Jones Jr. Trustee of the said Bank

Bank of Nausemunt may be
made parties defendant to
this suit and required to
answer the same tho' an
answer under oath is ~~not~~
waived; that proper process
may issue; that all
proper accounts may be taken
and that it may be as-
certained how much is due
from your complainants
to said Bank; that the
said transaction may be pursued
of all using had in connection
with the loan or forbearance of
the said sum of \$1800 and
that all payments made by the
complainants made be applied
or required by law and that
the said W. H. Jones Jr. trustee,
^{and the said Bank and its agents}
may be enjoined and
restrained from selling the
said real estate and for
all and other, further and
general relief as this case may
require or which to equity may
seem meet and your complainants
will ever pray &c. —

Lucius C. Butler

R. H. Butler

By Counsel.

Virginia; - Staunton County Clerk:
I, R. H. Rawls, a Notary
Public in the County of Staunton in
the State of Virginia do hereby certify that
Lucia E. Butler ~~was~~ one
of the complainants in the above
bill has this day appeared ~~before~~
before me in my said County
and made oath that the
statements in the said bill
are true, Given under my
hand this 8th day of August
1886,

R. H. Rawls N. P.

To the Clerk of the Circuit Court
of Nausemund County.

On the motion of the Complainants
Lucas C. Butler and R. H. Butler
an injunction is awarded in
pursuance of the prayer of the
bill to ~~restrain~~ restrain
and prohibit the said W. H.
Jones Jr. trustee and the said
Hormer Bank of Nausemund
and its agents from selling
the real estate described in
the bill until the further order
of this court; but the complain-
ants are not to have the benefit
of this order or injunction until
they, or any of them, or some
one for them shall enter into
a bond in the penalty of \$300.
with security deemed sufficient by
the clerk of this court, conditioned to
pay all costs and damages which
may be awarded against them
in case this injunction shall be
dissolved.

Robert T. Hutton
August 8, 1896.

Butterworth
vs
Sarnes Bank

Lucie C Butler & others
Against In Chancery
The Farmers Bank

1896 August 8th. Process issued returnable to
August Rules third Monday

" " 14th. Process returned executed on
E. C. Holland President. and W. St
Jones Cashier of said Bank and
Trustee in the deed of trust

" Sept 7th. Bill filed and decree nisi
against said defendants

" Sept 7th. Decree nisi confirmed
and Cause set for hearing

Lucy C Butler &c
Wm Chancery
Farmers Bank

Butler vs Farmers Bank

Rawles & Briggs hq.

L. C. & R. A. Butler

Pls In Chancery

The Farmers Bank
of Mansfield

1896

October 20th

Final Decree

Costs
Clerk 5.42
Shff. 1.00
Tax 1.50
Atty 15.00

\$ 22.92