1898-014
Nansemond Co. (Suffolk) Chancery Causes: Georgeanna Holloman, etc vs M.F. Pinner et al

Artis, Willis, Hull, Towns, Wills, Ramsey

Georgianna Hollomon

Against

W F Parker & W B Moore

Costs

Causey Clerk	6.38
Gomer "	2.98
	$ 9.36
Sheriff Howell	$ 1.00
Jay	1.50
Atty	15.00
	$ 26.86

Costs

Causey Clerk	6.38
Gomer "	2.98 pd
	$9.36
Howell Shff	1.00
Say	1 50
Attorney	15.00
	$26 86

Chancery Papers.

Georgiana Hollman
&c
Agnush
M. F. Pinnion and W. C.
Moore, Constable

Rowles. p. 9

Rockingham Co. N.C.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON M. F. Pinner and W. C. Moore, Constable,

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, December next, to answer a Bill in Chancery, exhibited against them in the said Court by Georgiana Holloman and William Holloman, her husband, who joins in conformity to Statute, and not by reason of any interest he has in the cause,

and have then and there this summons.

Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 23rd day of November 1887, in the 112th year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Rules-p.7

Georgiana Hollingsworth

vs Sum'n in Chy: &c

M. F. Penner and W.C. Moore, Constable

To Dec: Rules, 1884

The bond for $75.00 required under order of the Judge granting the injunction in this case, has been duly executed & filed

Test.

Peter B. Prentis. Clerk.

Pro: B. No 1. page Cir: Ca

Monroe: The within summons in Chy. &c, issued in favor of M. F. Penner, was this day duly served on the within named W. C. Moore, Constable, and Sheriff of said County, by delivering to him a true copy thereof, and at the same time showing to him the original writ, and informing him of the contents thereof.

Given under my hand this 29th day of November 1884.

Peter B. Prentis. Clerk

By A. Hornbeck Sh'ff

Sheriff's Office, Monroe County, Virginia, November 29th 1884. Received this writ of Summons in Chancery, and Executed the same on the within named W. C. Moore, Constable, by delivering to him a true copy thereof, and at the same time showing to him the original writ, and informing him of the contents thereof.

Given under my hand this 29th day of November 1884.

Peter B. Prentis. Clerk

By A. Hornbeck Sh'ff

Know All Men by These Presents, That we, Georgiana Hollomon, William Hollomon, William Johnson and Caleb R Jackson,

M. F. Turner and W. C. Moore, Constable,

are held and firmly bound unto ~~the COMMONWEALTH OF VIRGINIA~~ in the just and full sum of Seventy-five (75) DOLLARS, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. ~~Sealed with our seals, and dated this day of in the year one thousand eight hundred and eighty , and in the year of the Commonwealth~~. The obligors herein hereby waive all benefit of the homestead exemption as to the obligation of this bond, and also waive any claim, right or privilege to discharge any liability arising under said bond in any currency, funds, counter claims or offsets other than legal tender currency of the United States. Sealed with our Seals and dated this 25th: day of November in the year, One thousand eight hundred and eighty-Seven (1887) and in the 112th: Year of the Commonwealth.

THE CONDITION OF THIS OBLIGATION IS SUCH, That ~~if the above bound~~ Whereas, in a Certain Suit in Chancery, pending in the Circuit Court of Nansemond County this day Commenced wherein Georgiana Hollomon and William Hollomon, her husband who joins in Conformity to Statute and not by reason of any interest he has in the Cause as the Complainants and M. F. Turner and W. C. Moore Constable are the Defendants, an injunction has been awarded by the Judge of the Circuit Court of Nansemond County addressed to the Judge of the said Circuit Court, restraining and prohibiting said Defendants, their agents, assigns, Attorneys and all other persons whomsoever from doing certain acts, in the Order awarding said injunction set forth: And whereas by said order, it is provided, that said Plaintiffs Complainants shall not ~~who has this day qualified before the Court of Nansemond County~~ have the benefit thereof, until they enter into and acknowledge a bond before the Clerk of the said Circuit Court, in the Clerk's Office thereof, in the penalty of Seventy-five Dollars, with good Security, and Conditioned to pay all costs and damages which shall be awarded against them in case the said injunction shall be dissolved — Now if the said Complainants, shall pay to the said Defendants, all Costs, and damages, which shall be awarded against them, in case the said injunction shall be dissolved

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

Executed in presence of ~~the Court~~.
Peter B Trenter
Clerk of the Circuit Court of Nansemond County

her
Georgiana X Hollomon mark SEAL
his
William Hollomon mark SEAL
William X Johnson mark SEAL
his
Caleb R X Jackson mark SEAL
SEAL

Georgiana Hellemark

To } Sapiri Bank
M. D. Penacook

1887
Nov: 25th. Executed Hell

Know All Men by These Presents, That we, Georgianna Holloman, William Holloman, Caleb Jackson, William Johnson, Dennis Edwards and Colin Hall

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of One hundred and fifty (150) DOLLARS, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. ~~Sealed with our seals, and dated this day of in the year one thousand eight hundred and eighty , and in the year of the Commonwealth.~~ The obligors herein hereby waive all benefit of the homestead exemption as to the obligation of this bond, and also waive any claim, right or privilege to discharge any liability arising under said bond in any currency, funds, counter claims or offsets other than legal tender currency of the United States. Sealed with our seals and dated this 11th day of June in the year one thousand eight hundred and eighty-eighth, and in the 112th year of the Commonwealth.

THE CONDITION OF THIS OBLIGATION IS SUCH, That ~~if the above bound~~ Whereas, by a Decree of the Circuit Court of Nansemond County, pronounced on the 13th day of April, 1888, in the suit in Chancery depending in said Court between Georgianna Holloman & al: Complainants, and Millard F. Bowers & al: Defendants, it was decreed and ordered that the said Complainants give before the Clerk of said Court a bond in the penalty of One hundred and fifty dollars, with approved security within sixty days from the date of said Decree, and upon the failure of said Complainants to give such bond within the time specified, the Injunction awarded the said Complainants in said cause should be dissolved: Now therefore if the above bound Georgianna Holloman shall pay all ~~who ha this day qualified before the Court of Nansemond County,~~ such costs as may be awarded against her and all such damages as may be incurred, in case the said Injunction shall be dissolved

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

Executed in presence of ~~the Court.~~
Peter B. Bentis. Clerk

her
Georgianna X Holloman mark SEAL
his
William X Holloman mark SEAL
her
Caleb X Jackson mark SEAL
William Johnson SEAL
Dennis Edwards SEAL
his
Colin X Hall mark Seal

~~At a Court held for Nansemond County, the day of , 188 , this bond was executed and acknowledged in open Court by the obligor to the same, the securit justifying, and ordered to be recorded.~~

~~Teste:~~

Georginina Holloman Dec

vs

Commonwealth

June 11th: 1888 Execution of Writ

Know All Men by These Presents, That we Richard A Rawles Edward E Holland Richard L Woodward and Willam A Jones Jr

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 exempton 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 7th day of February in the year of our Lord one thousand eight hundred and ninety-eight, and in the 122nd year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas by a decree of the Circuit Court of Nansemond County Va pronounced on the 24th day of November 1897 in the Chancery Cause of Georgeanna Holloman &others Plaintiffs against W F Pinner &others defendants pending in said Court it was decreed that if the said Georgeanna Holloman &others fail to pay to the said W F Pinner as directed in said decree that the real estate mentioned in said bill in said cause be sold and the said Richard A Rawles and Edward E Holland were appointed Special Commissioners to sell the same and was required before proceeding to sell the same to execute a bond in the penalty of three hundred dollars Conditioned for faithful discharge of duty under said decree and other decrees they may be required to execute in said cause. Now if the said Richard A Rawles and Edward E Holland shall faithfully discharge their duties as Special Commissioners aforesaid then ~~their obliga~~ the above obligation is to be void, otherwise to remain in full force and effect. ~~SEAL~~

Richard A Rawles SEAL

Edward E Holland SEAL

R L Woodward SEAL

Wm A Jones Jr SEAL

In the office of the Clerk of the Circuit Court of Nansemond County, on the 7th day of February 1898

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

Teste: A P Gomey CLERK.

A Copy Teste: A P Gomey Clerk

Richard S Rawles &
Edward E Holland
To } Spec Commrs
Bond

The Commonwealth

1898
Feby 7th
"

Recorded in Official
Bond Book
No 1 Page 44

A Copy

#2 98/100 Recd of R A Lawler & E. Holland
Special Certificate in Dinner vs Holleman
etc for Two & 98/100 dollars in full of my
costs in said cause, April 7 1898

A P Gurney Clerk

#6 38/11 Recd of R. H. Rawles & E. E. Holland
Special Commrs in Pinner v Holleman et al
Six & 37/100 in full of My Cost in said suit.
April 7. 1898.

W. B. Council & Clerk
by C. H. Evans Jr.
Atty

$1.00 Recd of R H Rawles — E E Holland
Special Commis in Pinner vs Holland
et als. One dollar in full for my fee in
said cause April 9 1898.

Jno H Howell. Late
Sheriff

$5.00/100 Recd of R.H. Lawler & Co. E. Holland special Commis in Pinnen 11 Holland sh. 7 in dollar in part In crying out land at auction. June 7 1858. J. Wolterbeek Auct.

$1.00 Rec'd of R.H. Rawles + E.E. Holland Special Commissioners in Riviere vs Hollaman et al for printing notices of sale. of Land

April 7 1898.

J.E. Dooley

Deputy

$3.00 Recd of R H Rawls & E. E. Holland
Special Commrs in Reimer v Hollaman
three dollars for money paid out by
me for taking depositions. April 7 1898

R H Rawls
Atty.

#87 19 " Recd of R H Rawls and E. E. Holland Special Commissioners in the suit of Georganna Hollomon et al vs M. F. Pinner et al in the Circuit Court of Noxubee County the sum of Eighty Seven & 12/100 dollars in full payment of the purchase money for the sale of the land sold by them in said suit, after deducting the costs and expenses. April 12th 1898.

Sign here Mary Mac Rae Pinner

assignee of M. F. Pinner.

1

I897,Nov.23rd-For value received I hereby transfer and assign to Mary MacRae Pinner all my right,title and interest in and to the amount due and owing to me by Georgianna Holloman and William Holloman as ascertain ed by decree to be entered in said suit,and for that purpose I hereby direct that the sum due me thereunder shall be paid to her,and this shall be full authority therefor.

Freeman vs Pinner

W. F. Pinner

To the Honorable Robert R. Prentis, Judge of the Circuit Court of Nansemond County ;

The undersigned special commissioners, in the cause of M. F. Pinner vs. Georgeanna Holloman etals, beg leave to report that in obedience to the decree in said cause rendered on the day of April I898 we have made to Mary MacRea Pinner, the purchaser of the land sold by us at public auction, a deed for the said land, with the asual covenants of title ; that we have distributed the purchse money as follows ;

Amount of purchase money		$II9;00
Paid A. P. Gomer clerk of court	$2;98	
"" "" W. B. Causey clerk of court	6;38	
" W. H. Howel sheriff	I:00	
"" writ tax	I:50	
" J. W. Hosier crier	5:00	
" J. E. Booker notices of sale	I:00	
Commissions	5:95	
" R. H. Rawles amount paid out for depositions	3:00	
Total	$3I:8I	
Paid Mary MacRea Pinner assignee of M F. Pinner	87;I9	$II9;00

And we herewith file vouchers for all the said disbursements ; and all of which is respectfully submitted .

R. H. Rawles

E. B. Norcum

Special Commissioners.

Report of Distribution

To the Honorable Robert R. Prentis, Judge of the Circuit Court, of Nansemond county ;

The undersigned, special commissioners appointed by a decree of this court, on the 24th day of November I897, in the cause of M. F. Pinner vs. Georgeanna Holloman et als, to sell the land mentioned in the bill and proceedings, respectfully ask leave to submit the following report ; After having given bond as required by said decree, and having duly advertised the said land for sale as required by said decree, and having in all other respects fully complied with all the requirements of said decree, we put up the said land at public auction, before the courthouse dood of this county, on Monday March the I4th I898, that being court day, and it was struck off to Mrs May Mac Rea Pinner (she being the highest bidder) for the sum of $II9;00 and she has paid us the purchase money for the same . We consider this a very fair sale .
All of which is respectfully submitted .

R. A. Rawles
E. L. Holland
Special Commissioners.

Report of Sale

Filed April 1st 1858.

L P Gainey clk

M. F. Pinner

vs

Georgeanna Holloman et als.

This cause came on this day to be again heard on the papers formerly read, as well as on the report of R. H. Rawles & E. E. Holland special commissioners which said report was filed on the Ist day of April I898, and to which no exception has been filed ; said report showing that the land in the bill and proceedings mention had been sold to Mary MacRea Pinner for the sum of $II9. and that she had paid the purchase money ; and was argued by counsel .

On consideration whereof the court doth confirm the said report and sale, and doth order adjudge and decree, that the special commisioners shall make to the purchaser a deed for the said land, with the usual covenants of title, and out of the said purchase money, shall first pay all the costs and expenses of this suit and sale, and then pay over the balance to M. F. Pinner or his assigns, taking and filing proper vouchers for all such disbursements ; and the said commissioners shall report to this court all their actions under this decree and this cause is continued .

Decree Confirming Sale.

Enter. April 12th 1898.

Robert C. Ellis

Entered in Chy Ord 3 Page 139

Georgeanna Holloman et als

vs

M. F. Pinner et als . In Vacation

In the Circuit Court of Nansemond County this 24th day of November I897 .

This cause came on this day to be heard in vacation on the Bill and exhibits filed, the answer of the defendant M. F. Pinner, and the depositions of E. C. Ramsey and others, and was argued by counsel .

On consideration whereof, the court being of opinion from the evidence in the case, that the deed from William Holloman and Georgeanna Holloman to M. F. Pinner, dated the 3Ist day of January I885, conveying certain real estate in the county of Nansemond in the State of Virginia, and which purports on its face to be an absolute deed of bargain and sale, was intended to be, and is, nothing in fact but a ~~deed of trust~~ mortgage in disguise, to secure certain indebtedness, doth order, adjudge and decree that the said deed be held and construed as a ~~deed of trust~~ mortgage ; and it further appearing that the debt intended to be secured thereby amounts at this date to the sum of $I08;89 including both principal and interest, the court doth further order and decree that the said William Holloman and Georgeanna Holloman pay to the said M. F. Pinner, or his assigns, within sixty days from the date of this decree the said sum of $I08;89, upon which payment the said M. F. Pinner is directed to mark the said deed satisfied on the margin of the deed book in which it is recorded in the clerk's office of the county court of the said county .

And the court doth further ~~f~~ order and decree that if the said William Holloman and Georgeanna Holloman fail to pay the said sum of money as above directed within the said sixty days, then R. H. Rawles and E. E. Holland who are hereby appointed special commissioners for that purpose shall proceed to sell the land mentioned in the said deed at public auction, to the highest bidder, for cash, before the courthouse door of this county, on some court day, after having first advertised the same for three weeks, by notice publicly posted in said county . And out of the proceeds of the said sale, after it shall have been confirmed by the court, they shall pay the costs and expenses of this suit and sale ; and then pay the said sum of $I08;89 together with ~~interest on the same~~ on the principal part thereof (if there be enough of the purchase money for that purpose) from the 24th. day of November I897 to the said M. F. Pinn-

ner, or his assigns, and the remainder pay to the parties entitled to receive the same .But before the said commissioners shall act they shall enter into a bond in the penalty of $300. before the clerk of this court with security deemed sufficient by him, for the faithful performance of their duties under this and all other decrees that may be entered in this cause, and they are required to report their action, if any, under this decree to this court . And the court doth further order and decree that in case the said payment of $108;89 be made as above directed, within the time prescribed by this decree the said William Holloman and Georgeanna Holloman shall recover of the said M. F. Pinner one half of the cost of this suit, not including the attorneys tax fee of $15, which by consent is not to be taxed in the cost. Ans this cause is continued .

Robert N. T. Davis

To the Clerk of the
Circuit Court of
Nansemond County.

Decree.

Enter.

Nov. 24, 1894

Robert C. Ellis

Entered in Chancery
Order Book
No. 3 Page 124

Georgianna Hollomon et als

vs

M. F. Pinner et als.

By consent of all parties plaintiffs and defendants in this cause it is ordered that this be made a vacation cause that the papers may be submitted to the Judge in vacation for decision or ~~as right if made in term~~, and that unless the cause be argued and submitted within thirty days from the end of this term the same may be dismissed at the plaintiffs cost.

Hollman et al

vs

Pinner et al

No Consent to
this decree,
R H Reevlay
Counsel for
Pltff

E E Holland for
Defendants

Entd Octo 22, 1894

Robert C. Dantis

Entered in
Chy Ord Book 2 Page 113

Hollomon et als

vs

M. F. Pinner.

By consent of parties this is
hereby made a vacation cause.

Holmon et al

vs

M. F. Pinner

Jobe entered
Decree.
October 11th 1888.

We consent to this decree. E. E. Holmon Jr.
R. H. Rawls
for Pltffs.

Enld Lby O.B. No 2
P 218

Hollenwals

158

Pinner -

This Cause Came on this day to be heard upon the Complainants bill and the Defendants demurrer thereto and was argued by Counsel:

On Consideration whereof the Court doth ~~overrule~~ sustain the said ~~demurrer~~ motion but on the application ~~leave~~ of the defendant he is given leave to file his answer.

And on the application of the defendant the said plaintiff is required to give before the Clerk of this Court a bond in the penalty of One hundred and fifty dollars with approved security within sixty days from this date and upon the failure of said plaintiff to give such bond within the time Specified the injunction awarded the plaintiffs in this Cause is to be dissolved.

Hollman's als
vs
Pinner's als

Decree

This entered
C.B. Hill.
April 13, 1880

Entered Chy Order Book
No 2 P— 197

The Deposition of Georgianna Holloman and others taken before me Minnie Briggs a Notary Public for the County of Nansemond in the State of Virginia by Consent of all parties interested, to be read as evidence in behalf of the said Georgianna Holloman in the Chancery Suit of Georgianna Holloman Pltf vs. W.F. Pinner & als Defendants in the Circuit Court for the County of Nansemond

Present R.H. Rawles for Pltfs.
" E.E. Holland " Defts

Georgianna Holloman being duly sworn deposes & says as follows:

1 What is your age. Residence & occupation? Do you know the parties to this suit?

Ans. 39 yrs. of age. Live in Nansemond Co. Va. am farmer & housekeeper. I know the parties to this suit being, the Plaintiff.

2 What was the name of your first husband?

Ans Ephraim Artis.

3 State whether the land belonging to Ephraim Artis was sold subject to your dower.

Excepted to on the ground, that if such is the case then ought to be record evidence of it

Ans. It was told to me that it was sold subject to my dower. (The defs. counsel excepts to the

competency of this witness, except so far as she may testify in her own behalf & for other reasons.

4 Was you shown laid off & assigned to you in a certain piece of land? Objected to for same reasons.

Ans yes sir

5 Plaintiffs counsel here files Chancery papers E.C. Ramsay vs. John L. Tulgham Sheriff &c. of Ephraim Artis' dec'd et als. - Marked Exhibit A. Defendants counsel objects for the reasons that the exhibit sought to be filed have not been shown to have any bearing upon this case & that the testimony sought to be given by such papers is irrelevant & inadmissable & for other reasons.

5 When the Ephraim Artis land was sold as shown in the exhibit filed who became the purchaser. Objected to as irrelevant & incompetent

Ans. Capt. E.C. Ramsay

6 Then you owned the dower back & Capt E.C. Ramsay owned the remainder of the Ephraim Artis land, just prior to this suit so I understand you correctly. Objected to on the ground, that record evidence is the best & no witness can by oral testimony impeach a record & for other reasons. Counsel for Pltf. responds in behalf of impeaching the record, corroborates it in every particular

1

Thereupon counsel for dft. respectfully that such record ought to be properly introduced.

Ans. yes -

7 This being so, state whether or not you ever approached Capt. Ramsay prior to this suit & made a proposition to him to either buy his part of the land or sell him yours and in this connection state what you may know in regard to this whole transaction -

Defendant's counsel object to the above as the ground that Ramsay is not a party to this suit & that any proposition made to him coming from him in reference to the subject matter of this suit in absence of defendant is irrelevant, to which counsel for Plff. says that it is part of the Res gestae as circumstances fully appear as the evidence proceeds. and counsel for defendant say it ought to be made to appear that it is part of the Res gestae before it can appear if at all.

Ans. I approached Capt. Ramsay & asked him if he would buy my interest in land or would sell his, he said he would do either, that he would take 120 dollars for his interest & would make me a deed. I told him I did not have the money & he said you & William can work & make the money. I told him I would sell my interest for 100

dollars.

exception to as far as Capt. Ramsay's declaration on oath concerned.

8 State whether you did or not then make a bargain with Capt. Ramsay for the purchase of his part of said land.

Ans. Yes I did. See exhibit No 1. in the papers.

9 Are you the person ignorant of your rights in law or ignorant generally.

Ans. I am ignorant sir. I have not any education.

10 Did you employ any person to attend to your business for you as your agent in this matter.

yes sir. I employed William Holloman my husband

11. Did you after having bargained for land of Capt Ramsay see any other person in order to ascertain whether you could borrow the money to pay Capt Ramsay for the land?

No one except Mr. W.F. Penner. The defendant in this suit

12. Relate the conversation that took place between you & him referred to the borrowing of this money?

At first my husband went to see Mr. Penner and asked him if he would lend us as One hundred and twenty Dollars to pay Ramsay for the land.

Mr. Pinner said he owned. I also owned and owned Pinner myself who told me he owned land and the money.

Excepted to as far as hearsay declarations are concerned.

13. Did Mr. Pinner or not ever say anything to you about buying your land?

Ans No, Sir.

14. What kind of security did Mr. Pinner say he owned desire in case he loaned you the money?

Ans A deed of trust on the land.

15 When you bought the land as shown by "Exhibit No" of Capt. Ramsay did you borrow money of Mr. W. F. Pinner to pay Capt. Ramsay for it?

I did.

16. Did you or not give to Mr. W. F. Pinner what he told you was a deed of trust on the said land, and did not you & your husband both sign the said deed to Mr. Pinner under the impression that you were giving him a deed of trust on your land?

Excepted to on the ground that the deed is the best evidence of this fact, and further that the deed given having been freely explained by the Notary who took the acknowledgments, she cannot now deny that she knew character of deed given for other reasons.

Ans. Yes, Sir, we did.

17. Did you have any notion or idea at that time when you signed that deed to Mr. Pinner that you were relinquishing your entire interest in all the land

in the world you had?
Question excepted to on ground that deed given is best evidence of entries at time deed was given: that such evidence is inadmissible to deny or impeach a deed: and for other reasons.
Counsel in rebuttal says such law is not good where fraud is charged upon the execution of such deed.
Counsel for defendant says no fraud has been shown or can be shown.

Ans. No sir. that I did not.

18 Are you a speculator in lands?

Ans. No sir.

19. Remember or not have gone over to Capt Ramsey's store in Chuckcamuck & there bought a certain piece of land for a certain price, and then marched deliberately across the Street to Mr. F. Pinner, and sold that piece of land and another piece in addition for the very same price that you paid for piece you purchased of Ramsey?
Objected to on ground that transactions with Ramsey are irrelevant & for other reasons.

Ans. No sir; that I never did not. I never thought of such a thing.

20. Are you aware of the fact that this deed which Mr. Pinner holds shows this exact state of affairs?

Ans Yes.

21. Then do you or not consider this deed ~~now~~ now held by Mr. Pinner as tainted with fraud?
Objected to because no facts have been proven to show fraud, and this is asked for an opinion merely, and for other reasons.
Ans. Yes, sir, I do.
22. Who had that deed prepared?
I don't know sir. I know nothing about it
23. Did you have it prepared?
No, sir, I did not.
24 Did you acknowledge it before Mr. Peter Prentis?
Question objected to because Notary's Certificate is best evidence of this fact & for other reasons.
Ans. Yes, I signed & acknowledged it before Mr. Prentis.
25. Were you at that time shee under the impression that it was a lien on your land and not a Charge and Sale?
Objected to because deed is best evidence of intention: because deed was explained to her: because she is denying a record: and for other reasons.
Ans Yes sir, I was.
26. Now produce Exhibit No 4 filed with these papers, which is a chattle Mortgage on your Chattle property: State whether or not Mr. Pinner exacted this in addition to the deed of trust which you thought you had given?
Question excepted to because writing shows what it was for & for other reasons.

Ans Yes, sir, he did

27. Did he at that time or not make you any promise that when a part of the money loaned by you by him as you asserd, had been paid, that he would then surrender this Chattle mortgage?

Ans. He did.

28 Now read by you Exhibit No 2. filed with these papers, bearing date the same year that the money was loaned, ~~as follows~~: was that the first payment made by you from the crops raised on your land?
Objects to because receipts given to Wm Freeman.

Ans Yes, sir.

29 Now read exhibit No 3 filed with these papers, and dated second year after the money was loaned; was not these payments from on your land & furnished by you & made the second payment on money loaned?
Objected to because receipts given to Wm Freeman.

Ans. yes.

30 After these two payments had been made & you had applied to Mr. Penin for this Chattle mortgage Exhibit No 4, did he return it to you & has it been in your possession until filed in this cause

ans yes —

31 At the time of this money transaction between you & Mr. Penin state positively whether you

did or not owe Mr. Pennie for anything else
in the year

Ans. No. not one cent.

32 Then you did not give him the chattel mortgage
to secure any other indebtedness

No. Sir.

Cross Examined

1 did M.Z. Pennie about this time keep a store at
Churchville Ont.

Ans yes.

2 were you in the habit of trading with M.Z. Pennie
& buying goods on credit

Ans No.

3 At the time that deed of B.O.S. was given to
M.Z. Pennie did you not owe Mr. Pennie for
advances made to you.

Ans No -

4 Do the goods & chattels embraced in this bill
of sale & chattel mortgage belong to you or
your husband

Ans. It belongs to us both.

5 This chattel mortgage bears date Jan. 16. 1885, do
you mean to say from the answer above, that you
conveyed to M.Z. Pennie the chattel property therein
contained when at the time you did not owe
him one cent.

Ans. Yes.

6 The Bill of Sale is dated Jan. 16. 1885. The deed given to M. F. Penrin is dated Jan. 31. 1885. So I understand you from your above answers as given in the examination in Chief to day that you gave Mr Penrin a chattle Mortgage on Jan. 16 and received nothing therefor until the 31st Day of January.

Ans. I never gave him the chattle Mortgage until after I borrowed the money from him.

7 Did you husband owe M. F. Penrin anything at the time this Bill of Sale was given to your knowledge

Ans. No. not one cent.

8 Was not the Bill of Sale surrendered to you as soon as the sum of 58 dollars therein decided was paid to you by Mr. Penrin

Ans. yes.

9 When was this amount paid?

I cant tell.

10 You have said in your examination in chief that Mr. Penrin exacted this Bill of Sale in addition to a lien on land for money you claimed to have borrowed, of this be true why did you give the Bill of Sale several weeks before you gave the deed.

Ans. I dont know that I am prepared to answer this question.

1 1

11 did not you & your husband for Several years pay Mr M. Z. Penn rent for the land in controversy

Ans. We were paying him money as we considered for the money we had borrowed, we did not know he claimed it as rent

12 To whom did you pay the money each year.

ans. To Mr. M. Z. Penn.

13 did you not pay it to Wm. Pitt Constable one year —

Ans. Mr Pitt did levy one year, but Mr. Penn told us to beg him the money & we did so.

14 To pay what part of him did Mr. Pitt make a levy -

Ans. The money we borrowed as I thought

15 If you had given a deed of Trust as you claim on your land to secure Mr. Penn the amt. you claim to have borrowed, and you knew that he could not have made a levy in this way to enforce its payment

Ans. No Sir I did not know

16 did you sign & acknowledge the deed in controversy

yes. I suppose I did, I aimed to sign a deed of trust, That was what he asked me for & I knew no other

17 Before whom did you sign & acknowledge it.

ans. Mr. Peter B. Prentis

18 who wrote the deed

ans I don't know

19 did you come to the clerks office to sign it.

ans. I came to the clerks office to sign a deed of lease.

20 did not Mr. Peter B. Prentis write the deed after you came to the clerks office.

ans. No, he did not

21 was Mr. M. F. Pennis present at the time you signed the deed at the clerks office.

ans. yes. he was there at the time ~~[illegible]~~ I signed what I thought to be a deed of lease.

22 who paid for writing the deed

ans. don't know.

23. Can you read.

No.

24 did Mr. Pennis offer to allow you to redeem the land at any time by paying back the amount paid by him for the land with an interest.

ans. yes. That is what he told us.

25 did you not tell him, that you proposed to rent the land

No. that I did not.

26 Have you ever paid Mr. Penrin any sum towards redeeming this Land.

Ans. yes. I thought So.

27 did he give you any receipts

yes.

28 Can you produce them

yes. See exhibits 2 & 3.

29 There appear to be receipts given to Wm Holleman & not to you, do you know that William Holleman did not have other transactions with Mr. Penrin for which he owed him this money.

Ans. He did not owe him any. except the money he borrowed from him.

30 How much money do you claim to have borrowed from Mr. Penrin

Ans. $122.50/100.

31 Then why if this is all you borrowed, did you include in the deed 130 dollars & in the bill of sale 58 dollars making in all a total of 188 dollars.

Ans. I dont Know about the amount. I dont know how to answer it. Mr. Penrin had me all cobbed up.

32 what amts. of money have you paid Mr. Penrin since you got this deed —

Ans. The receipts will Show.

Re. Examined

1 It appears that the chattel mortgage is dated 16 Dec. 1885 & that the deed to Penn is on the 31st of Dec. about two weeks later and the question has been asked you. why even the chattel mortgage given several weeks before the deed, was it, not a fact that the deed which Penn now holds was kept at the clerks office and that you were told to go there & sign it

Objected to as leading

Ans. yes sir.

2 you have stated in answer to a question that at the time you gave the chattel mortgage that you did not owe Mr. Penn any money - please state if you have not already stated that you did owe him the money you had borrowed from him to pay for the land -

Ans. I meant that I only owed him the money I borrowed from him to pay for the land. -

And further this deponent saith not.

her
Susanna x Hollman
mark

Witness

Miles Briggs

Marshall Wiles being duly sworn deposes and says as follows.

1 What is your age. Residence occupation & do you know the parties to this suit?
I am age live in Hammond La. am a farmer. and do know the parties to this suit.

2 State all you know in reference to this suit?
ans At the time Mr. Penni wanted to put a chimney in Hollemans house, Holleman objected & Mr. Penni said to me, that he was going to put a chimney to Hollemans house & how it insured him & this young- Then I asked him if Holleman owed him any money, & he said yes. I loaned him the money to pay for the place.

Cross examined

1 what time was this,
were you with him in 1885 or 1886.

2 To whom did he say he loaned the money.
He said he loaned it to Holleman to buy the place from Ramsay.

3 Are you interested in the Land
No.

4 Did Mr. Penni tell you that he had a deed for the place. objected to for the reason that it relates to nothing. Compt objection to the testimony in chief

No.

5th Do he state anything else in connection with it —

He said he wished he had not loaned the money to Pay for the damned place, he had been bothered so much about it.

6 Do you know anything about. when. when born. the deed in Controversy ever executed No.

And further the Deponent saith not.

Marshall Willis

Daniel Hall being duly Sworn deposes & says.

1 What is your age, residence, occupation. & do you know the parties to this Suit Sign. &c. mentioned as. &c. any & which. & know the parties to this Suit —

2 State anything you may know in reference to this matter?

Mr. Penn came & shown me a Sq & called me & told me he wanted to see me the peace when my daughter lived (now the place in controversy) He said as good as I have been to William Hollman — a blamed old scoundrel, I lent him the money to buy the place Ramsey owed to them, now he has gone to work and entered a suit against me — I said to

him. This he was for some time in such like
his answer was he knew if they got the deed of
him, he knew what he could do. he could
keep it in hand five years.

Cross Examined

1 Do you know anything about when, how
& under what circumstances the deed in
question was executed
No. I did know anything about the deed
And further this deponent saith not.

his
Daniel X Hall
mark.

Witness
Mich. Briggs.

Modesta Towns being duly sworn deposes &
says.

1 What is your age, residence, occupation &
do you know the parties to this suit.
48 yrs of age. live in Hammond Co. Ga. am
a farmer & know the parties to this suit.

2 State all you know about this case.

Ans. I was in Dr. Bell's office being on business &
overheard Holloman came in & asked him would
he loan him 110 dollars to pay Mr. M. T. Pennie
the balance of money due him that he borrowed
from him to pay 6 yrs Rent for the land.
Dr. Bell told him he would. Then Dr. Bell

Two witness to go & see Mr. Penni to come over to this office, Mr. Penni came over & Mr. Bulls said Phil, How much money does William owe you. He said he owes Mr. $110. balance on the money I loaned him to pay Capt. Ramsay for the land & 50 dollars that I paid the Court for his wife dower, Mr. said him owe Mr 160 dollars, Mr Bulls said Phil, I was going to lend him 110 dollars to pay you but if he owes you 160 dollars, I cant see how William can obtain 160 dollars & support his family, for that reason I can loan him that much. Then Mr. Penni said William all I want you to do is to get me 110 dollars that is due me on the money I lent you to pay Capt Ramsay & the 50 dollars I paid the Court for your wife dower, you can take the place & go

Excepted to so far as hearsay declarations is concerned.

Cross Examined

1 Do you know when, when & under what circumstances the deed from Holloman wife to Penni was executed

No —

And further this deponent saith not.

Mr. J Ames

The taking of the depositions is continued by consent of all parties to Tuesday Febuary 4th 1890

Minie Briggs
Notary Public

Jan. 27. 1890.

W. A. Wills being duly sworn deposes and says as follows:-

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

Ans. W. A. Wills, 29 years, near Chickaloosa in this county, farmer, and I know the parties to this suit?

2 State all you know in regard to the transaction between the Hollomans and M. F. Pinner, or rather between the plaintiff and defendant in this suit in reference to a land transaction?

A In talking to Mr. Pinner on one occasion he said that Wm Holloman wanted to borrow some money from him to buy a piece of land from Capt. E. C. Ramsey formerly owned by Ephriam Artis and I infered from his conversation that he was going to

loan Hollomon the money. After that I saw Pinner give Hollomon a note which I supposed was to Ramsey. He went across the street to Ramsey's store and in a short time returned and handed Pinner the note and said that Ramsey told him to tell Pinner when he brought the money and handed it to him in one hand, he, Ramsey, would hand him, Pinner, the deed in the other, and Pinner replied to Hollomon by saying he Ramsey could go to h-ll. He, Pinner, could trust Ramsey just as far as he could. After that occasion I was informed that Hollomon had borrowed the money of Pinner to buy the land of Ramsey.

1st Q. Do you know anything about the execution of the deed in controversy? I mean, when, under what circumstances and for what intention it was executed?

Ans. I do not.

And further this deponent says not.

W. A. Wills

The Depositions of E. C. Ramsay and others taken before me R. H. Rawls a Notary Public for the County of Nansemond, by consent of all parties at my office in Suffolk Virginia on the day of 1890 to be read as evidence on behalf of Georgeanna Hollowman &c in a cause in equity depending in the Circuit Court of the County of Nansemond wherein Georgeanna Hollowman et als are plaintiffs and M. F. Pinner et als are defendants.

Present; R. H. Rawls for Complainants
E. E. Holland " Defendants

Capt: E. C. Ramsay being duly Sworn deposes and says as follows:-

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

Ans. E. C. Ramsay, 51 years, Chuckatuck, this County, Merchant and I know the parties to this suit.

2 State whether or not the parties (plaintiffs) sought to buy any land of you?

Ans Yes, Wm Hollomon and his wife.

3 Can you tell what tract it was?

Ans The Ephraim Artis tract.

4 Did you sell it to them

Ans I did.

5 Were they people generally reputed to have much cash on hand?

Ans No Sir; Not that I know of.

6. Do you know, to a moral certainty and without reasonable doubt - where they got the money to pay you for the farm?

Ans Wm Hollomon told me Mr. Pinner loaned him or was to loan him the money and he was to give Pinner a deed of trust on the land to secure him.

Answer Excepted to on the ground that it is hear-say and for other reasons.

7 When were you when this transaction was had - I mean in what building?

Ans. In my storehouse in Chuckatuck.

8 About what time of day was the money paid?

Ans About 3 o'clock P. M.

9 Do you know when Hollomon went to

get the money?

Ans. He came and said he had the money for me. I was here on Court day and put my horse up at H.P. Pinner's stable and when I got ready to leave he "H.P. Pinner" said he had some money for me. He gave me $120 and I told him it was $2.50 short. He replied it was all Phil (M.F. Pinner) told me to give you. I told him I did not want it unless I got the whole of it. the two & half dollars was for writing a deed: it was that night when I got home that Hollomon came over and I said he had the money and wanted the deed.

Ans. Ex. to so far as it contains hearsay evidence.

10 What was the money for that Mr
H.P. Pinner offered you at Suffolk that day? Question Ex. to on the ground that H. P. Pinner is no party to the suit and for other reasons.

Ans For the payment of that land in question - the Hollomon land.

11 Tell all else you may know about this matter?

Ans. This is about all I know about it ?
And further this deponent saith not.

E. C. Ramsay

Aaron Willis. being duly sworn deposes & says as follows:

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

Aaron Willis; am thirty two years old; live in Hansmond County; am a farmer; and know parties to this suit.

2. State all you know in reference to the transaction mentioned in the bill and answer in this suit, and between the parties in this suit?

Ans. All I know is, that when Mr. M. F. Pinner wished to put a chimney to Wm. Hollemans house, Holleman objected, and he and Mr. Pinner had a falling out about it. Mr. Pinner came to my house that Fall to buy some peanuts & told me that he wanted to put a chimney to Hollemans house to have it insured. I asked what he wanted to do it for, and he told me if house was not burned he would lose his money. I told him I did not know Holleman would burn any thing, and he told me he loaned Holleman the money to pay for plaed.

3rd 11 Was this house in the land generally known as

the Acker land?

Ans Yes, Sir.

(1) Do you know any thing about deed given by Holeman and wife to W. F. Painer: as to how, when and under what circumstances it was given?

Ans. No, Sir.

2 Do you know how much was paid for land?

Ans No Sir -

3. You say Painer said he loaned Holeman money: how much did he say he loaned him?

Ans He did not say.

And further this defendant says nothing.

Aaron Willis

Wm Holleman of

held and retained furniture with the said Millard F Pinner his heirs executors and administrators and assigns in manner and form and according to the true intent and meaning of these presents and also the said beds bedsteads bureau sewing machine and household and kitchen furniture hereby bargained and sold shall from time to time and at all times hereafter remain and continue and be and belong to the said Millard F Pinner his heirs executors administrators and assigns free and clear and fully and absolutely acquitted exonerated and discharged of and from all other bargains sales gifts grants titles liens judgments debts charges and incumbrances whatsoever. In witness whereof we have hereunto set our hands and affixed our seals this 16th day of January in the year of our Lord 1885.

Witness

his
Wm Hollsman
mark

A H Symes
H F Pinner

her
Georgiana Hollsman
mark

Know all men by these presents that I Millard F Pinner have this day loaned unto the said William and Georgiana Hollsman the above described beds bedsteads bureau sewing machine & household & kitchen furniture but at all times to be at all times subject to my order and we William and Georgianna Hollsman hereby acknowledge that we have received on loan from Millard F Pinner and agree to deliver the same to him whenever he shall demand such delivery, witness the following signatures and seals this 16th day of January 1885

Witnesses
A H Symes
H F Pinner

M F Pinner (Seal)
Wm his Hollsman (Seal)
mark
Georgiana her Hollsman (Seal)
mark

Rec'd of Wm Hoffman
16 bags Beans 132 lbs @ 3¢
for 11, 12, Pitt. M. & F. Runner
Nov 29, 1886
$3 96/100

Eq 3

Rec'd of [illegible] Commissioner
Thirty Five Dollars Cash
Eighty Four Cts & $36 54/100
on deed, Bal due $48.46
$84.00/100 M. A. Kinney

2 Mos B

Eq 2,

This Deed, made the 6th day of January in the year of our Lord one thousand eight hundred and eighty-five between E. C. Ramsay and Mary E, his wife

of the county of Nansemond, and State of Virginia, of the one part, and Georgianna Holleman

of the county aforesaid and State aforesaid of the other part, witnesseth: That the said E. C. Ramsay and Mary E, his wife

in consideration of the sum of One hundred and twenty (120) dollars do grant with general warranty, unto the said Georgianna Holleman, as her sole and Separate estate,

and to her heirs and assigns forever, the following real estate, to wit: all that tract, piece or parcel of land, situate, lying and being in Chuckatuck Magisterial District in Nansemond County, Virginia, of which Ephraim Artis died seized, excepting that portion containing Six and two thirds (6 2/3) acres, which was assigned to Georgianna Artis as and for her Dower, reference being here made to the report of Commissioners Webb, Pinner and Cowling filed with the papers in the Chancery Cause, pending in the Circuit Court of Nansemond County, Va: wherein E. C. Ramsay & others, are Plaintiffs, and John L. Brigham, Sheriff and administrator of Ephraim Artis, decd, and others, are Defendants, for the boundary lines of said Dower; and also excepting the three acres sold by Georgianna Artis to John Ruff, reference being here had to the Deed for the same, recorded in the Clerk's Office of Nansemond County Court: the land hereby conveyed being bounded by the Dower lands aforesaid, the lands of John Ruff Charles Hines and Wilbur B. Powder — the portion hereby conveyed being the same which was conveyed to the said E. C. Ramsay by Jno. H. Wright, Spl. Comm'r, by Deed, dated & of record, in said Clerk's Office, the 2nd day of May, 1884, in Deed Book No 13, p. f. 282-3, and which is to be held by the said Georgianna Holleman, now the wife of William Holleman, as and for her sole and Separate estate, free from the debts or contracts of her said husband; Power and authority being hereby given her, the said Georgianna Holleman to dispose of the same, by Deed or Will, in the usual way, or to encumber the same, as though she were a femme sole

together with all and singular the appurtenances belonging to the same.

And the said E. C. Ramsay

covenants that he has the right to convey the said land to the grantee; that the said grantee shall have quiet possession of said land; that he has done no act to encumber the said land; and that he will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

E. C. Ramsay SEAL

M. E. Ramsay SEAL

WITNESSES:

State of Virginia,

COUNTY OF NANSEMOND, To wit:

I, Peter B. Prentis, Clerk of the County Court, ~~a Notary Public~~ in and for the county aforesaid, in the State of Virginia, do certify that Mary E. Ramsay, the wife of E. C. Ramsay, whose names are signed to the writing above, bearing date the 6th day of January 1885, personally appeared before me, in the county aforesaid, and being duly examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she, the said Mary E. Ramsay, acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand this 8th day of January, 1885.

Peter B. Prentis, Clerk ~~Notary Public~~.

State of Virginia,

COUNTY OF NANSEMOND, To wit:

I, Peter B. Prentis, Clerk of the County Court, ~~a Notary Public~~ in and for the said county, in the State of Virginia, do certify that E. C. Ramsay, whose name is signed to the writing above, bearing date the 8th day of January 1885, has acknowledged the same before me in the county aforesaid.

Given under my hand this 8th day of January, 1885.

Peter B. Prentis, Clerk ~~Notary Public~~.

E. C. Ramsay & wife

To

Deed

Georginna Hellerman, wife
of William Hellerman

Jany. 31st 1885 Presented in the
Clerk's Office with the certificate annexed. H.R.
Examined & rectified

Ex 1

Recorded Deed Book
No 14 Page 243

Def. ready. See land ... $1.75 Clk.

In the Clerk's Office of Ramsey County Court the 31st day of January, 1885.
This Deed was presented with the Certificates annexed, and admitted to record.
Peter B. Dentis. Clerk.

This Deed, made this the 31st day of January in the year eighteen hundred and eighty five between Wm Holleman and Georgianna Holleman his wife and the said Georgianna Holleman in her own right and as a feme sole of the County of Nansemond in the State of Virginia parties of the first part, and M. F. Pinner of the same County and State party of the second part witnesseth: That in consideration of the sum of One hundred and thirty (130) dollars, the said parties of the first part do grant with general warranty unto the said party of the second part the following property to wit:
1st all that tract or parcel of land in Chuckatuck Magisterial District in Nansemond County and State of Virginia, which by Deed dated the 6th: day of January 1885, and duly recorded this day in the Office of the Clerk of Nansemond County Court, was conveyed to said Georgianna Holleman by E.C. Ramsey ~~by Jno. H. Wright Special Commissioner, who sold the same~~ and Mary E. his wife and which was conveyed to E.C. Ramsey by Jno H. Wright Special Commissioner, who sold the same under a decree of the Circuit Court of Nansemond County, entered in the Chancery suit of E.C. Ramsey & als vs Ephriam Artis Admor & als to which Deed reference is here made for description of metes and bounds.
2d: that portion of the land of which Ephriam Artis died seized and possessed which under proceedings in the Chancery Cause above named, was set apart and assigned to said Georgianna Holleman (formerly Artis the Widow of Ephriam Artis dec'd)

as and for her Dower in the lands of her said deceased husband, containing six and two thirds (6 2/3) acres more or less, & more accurately described in the report of Commissioners in said cause.
The said grantors covenant that they have the right to convey the said land to the grantee, that the said grantee shall have quiet possession of the said land free from all incumbrances, that they the said parties of the first part will execute such further assurance of the said land as may be requisite that they have done no act to encumber the said land.
Witness the following signatures and seals

William his X mark Holleman (Seal)
Georgianna her X mark Holleman (Seal)
Georgianna her X mark Holleman (Seal)
in her own right and as a feme sole

County of Nansemond, to wit:
I, Peter B. Prentis a Commissioner in Chancery of the Circuit Court of the County aforesaid, in the State of Virginia do certify that Wm Holleman & Georgianna Holleman in her own right and as a feme sole whose names are signed to the writing above bearing date on the 28th day of January in the year eighteen hundred and eighty five have acknowledged the same before me

in my County aforesaid.
Given under my hand this 31st day of January
in the year 1885

Peter B. Prentis
Commr in Chy

State of Virginia
County of Nansemond } to wit:
I, Peter B. Prentis a Commissioner in Chancery
of the Circuit Court for the County of
Nansemond in the State of Virginia do
certify that Georgianna Holleman, the wife
of Wm. Holleman whose names are signed
to the writing above bearing date on the 28th:
day of January in the year eighteen hun-
dred and eighty five personally appeared befor-
me in the County aforesaid and being examined
by me privily and apart from her husband
and having the writing aforesaid fully
explained to her, she, the said Georgianna
Holleman acknowledged the said writing to be
her act and declared that she had
willingly executed the same and does
not wish to retract it.
Given under my hand this 31st day of
January in the year 1885

Peter B. Prentis
Commr in Chy

In the Clerks Office of Nansemond
County Court the 31st day of January
1885. This Deed was presented with the

certificates annexed and admitted to record

Teste:

Peter B. Prentis Clerk

A Copy

Teste:

Peter B. Prentis. Clerk

10 Dec: Holman Lewis

To Copy Deed

M. B. Prentis

$4 00

#10889

~~M. P. Pinner~~

~~vs~~

Georgeanna Holloman et als .

M. P. Pinner Sol.

This cause came on this day to be again heard on the papers formerly read, as well as on the second report of R.H. Rawles and E. E. Holland special commissioners this day filed; said report showing that they had made to the purchaser of the real estate in the bill and proceedings mentioned, a deed for ~~said~~ real estate, with the usual covenants of title ; that they had paid all the expenses and costs of this suit and sale, and had paid the balance of the purchase money over to the party entitled to receive the same ; to which report no exception was filed, and was argued by counsel .

On consideration whereof the ~~said~~ court doth confirm the said report, ;and it appearing that nothing further remains to be done in this cause it is ordered that the same be stricken from the docket .

Final Decree

Entered April 16
1898.

Robert T. Ellis

Entered in
Chancery,
O B No 3 Page 149

The demurrer and answer of W. D. Pinner to a bill of Complaint Exhibited against him in the Circuit Court of Issaquena County by Georgiana A. Holaman and Thos. -

The said defendant says the Complainants bill is not sufficient in law.

And the said defendant reserving to himself the benefit of all just exceptions to said bill, for answer thereto or to so much as he is advised it is material for him to answer, answers and says: This defendant does not deny any facts which appear in the Chancery Cause alluded to in plaintiffs bill; and says it is true that he purchased the land mentioned, of Jno. N. Wright, Spl Comr as alleged - This defendant says it is untrue that he loaned the plaintiff the sum of $120 upon the promise to give him security, as alleged in plaintiffs bill. It is true that the said plaintiff gave the said defendant a bill of sale or Chattel Mortgage, but it was not given for the purpose alleged in the plaintiffs bill, but as the plaintiff, to secure an indebtedness already existing. On the 31st day of January 1885 the said plaintiffs were indebted to said defendant for amounts previously advanced to and paid out for them, and the receipts filed with plaintiffs bill as Exhibits, were, as the plaintiff well knew, given for payments made upon this indebtedness

The Bill of sale referred to was made on the 16th day of Jany 1885, several days before the time the deed was made. This time the Bill of sale was surrendered to the said plaintiffs as soon as the sum of fifty eight dollars, the amount secured by it, was paid to said ~~plaintiffs~~ defendant - for it is was then satisfied and the said plaintiffs were entitled to it.

It is also true that on the 31st day of Jany 1885 the said plaintiffs conveyed to him the land in dispute by deed filed with plaintiffs bill, and marked Exhibit "5." The deed was brought to him by the plaintiffs; he paid them the consideration named, as previously agreed upon, they delivered the deed to him and finding it was duly executed he had it placed on record. This defendant says it is absolutely false that there was any fraud, as intimated or charged, in its procurement or execution; and says that the deed is in accordance with the bargain made by them, is for the consideration and conveys the very property, specified and named in the bargain made, and is not, as charged, fraudulent and void. This defendant denies any and every intimation or charge of fraud, and alleges and asserts that he purchased the land, at the request of the plaintiffs, at their own price; and that they, of their own accord, had prepared, under

their own instructions, the deed for the land,
that they brought it to him signed, sealed,
acknowledged and ready for record voluntarily:
and that he paid them the amount
agreed upon in full for the land.
This defendant specially and particularly denies
any and every intimation of false or fraudulent
representations on his part in the procurement
or execution of this deed, and further says it
is absolutely untrue that he stated to the plain-
tiffs that he only wished a deed of trust as alle-
ged in plaintiffs bill, and that he by any
such representations as alleged induced the plaintiffs to
give him an absolute deed. This defendant charges
and alleges that the plaintiffs were in no
way misled and that they acted intelligently
and knowingly in this matter. This defendant is
informed that the deed was prepared under
their instructions and was for the consideration
and embraced the very land they named; that
after it was prepared it was fully read
and explained to them; and that they then
signed & acknowledged it. This defendant
says that after the deed was made & recorded he sta-
ted to the plaintiffs that he would allow
them, if they desired, to redeem the land at any
time, by paying the amount paid to them by him
with all interest, but that they preferred to

rent the land and did not, so they said, came to purchase it back from him.
This defendant rented the land to them in 1886 and collected his rent from them. He also rented the land to them in 1887, and when they refused to pay it, sued out a distress warrant and placed it in the hands of a Constable for seizure as alleged in plaintiffs bill.
This defendant says that he purchased the land at the plaintiffs request, paid them what they charged, and accepted the deed which they had prepared in accordance with the bargain made by and between them; utterly denies any and every charge or intimation of fraud in its procurement or execution; utterly denies that the deed is fraudulent or void: And therefore asks that the injunction awarded the plaintiffs in this cause be dissolved and the bill dismissed. And now having fully answered this defendant prays hence to be dismissed with his costs &c

W. T. Rivers

E. E. Holland
Sol.

Adamson et al
vs.
M. F. Pinner

Answer of
M. F. Pinner

The demurrer of M. F. Dumont to a bill of complaint & bibilid against him in Chancery in the Circuit Court of Kanawha County by Georgiana Hoffman and others.

The said defendant says that the bill of complaint of said plaintiff is not sufficient in law.

E. E. Hoard
p. q.

Demurrer

Holmes et al
vs Du Chouquet
Pinner.

2 apr 1900

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

Humbly complaining shew unto your Honor, your complainants Georgeanna Hollowman, and her husband Wm. Hollman who is simply joined in conformity to the statute and not because of any interest he has herein, the following case:- That your oratrix Georgeanna Hollowman was formerly Georgeanna Artis the wife of Ephraim Artis, who has now been dead some years and that she has since intermarried with the said Wm. Hollowman her present husband. That upon the death of her former husband Artis a suit was filed in this Court under the style of E. C. Ramsey vs John L. Fulghum Sheriff &c. committee of the Estate of Ephraim Artis deceased and others which said suit now remains on the docket of this Court unsettled. The object of the said suit was to subject the lands of which Ephraim Artis died seized and possessed to the payment of certain debts alleged to be due by his estate. A decree for sale was ordered and John H. Wright was appointed special commissioner to sell the said land

subject to the dower rights of your
relator - which however had been
previously laid off and assigned
to her in kind by Commissioners appointed
in the said suit. That John H. Wright
did or sell the said land to E. C.
Ramsey for $80 and made him a
deed all of which was confirmed by
decree in said cause: that John
H. Wright special Commissioner afterwards
reported to court that not enough
money was realized from said sale
to pay the debts proven against the
estate of Ephraim Artis, and that upon
such report it was decreed that the
same special Commissioner should sell the
land which had been set apart as the
widows dower, subject to the widows dower
and that it was so sold and at such
sale it was so purchased by ~~one~~ M. F.
Pinner for $50

all of which facts appear in the record in the Chancery cause alluded to, and which are prayed to be taken as a part of this bill.

That your orator then owning her dower interest ~~in~~ in said land, on the 6th day of January 1885- purchased the remainder of the land from the said E. C. Ramsey ~~and~~ wife for $120. as deed marked Ex 1 and prayed to be taken as a part of this bill.

In order to raise the money to pay E. C. Ramsey the $120 purchase money, she together with her husband borrowed $120 from the said M. F. Pinner and promised to give him as security for same a chattel Bill of Sale or chattel Mortgage on all their Household property and Kitchen furniture, and she promised to give a deed of Trust in addition, on her dower interest in said land. She further alleges that on the 31st day of Jan. 1885- when the money was borrowed she only owed M. F. Pinner $120 and nothing more neither she nor her husband, and that the interest for the whole year on said sum would have been as follows:-

1885- Principal		$120.
Interest		7.20
Paid as per credits filed Ex. 2		$ 127.20
Bal due		36.84
1886 Interest due M. F. Pinner		$ 90.36
Paid as per credits filed Ex 3		5.42
Bal due		$ 95.78
		39.75
		$ 56.03

and that there is only a balance due
M. F. Pinner ~~a balance due~~ of $256.03
which your complainants are anxious
to pay and intended to pay this fall when
they had sold their peanuts.
And your oratrix further says that when
the said payments were made the said
Chattel Mortgage was surrendered to her
by the said M. F. Pinner and she has
the same as now here shown to the Court
marked Ex 4.
But your oratrix further charges that
having recurse to M. F. Pinner as she
thought and fully believed the payment
of the $120 due him, that she is now
informed with and finds that instead
of signing a deed of trust on her dower
interest alone, for his benefit she was
led by fraudulent misrepresentation on the part of
M. F. Pinner to sign a deed on the
31st of January 1885 hereunto filed as
Ex 5 and prayed to be taken as a part
of this bill, by which deed she is made
made in conjunction with her husband
to absolutely convey in fee simple to the
said M. F. Pinner both her dower right
and her whole right in the other part of
the Artis land. She says it is true she

acknowledged the said deed before Mr. P.B. Prentis Commissioner in Chancery, as did also her husband, but she avers and declares that she had all the while uppermost in her mind what M. F. Pinner had told her and induced her to believe to wit: that he only wanted her to give a trust deed on her dower: and she declares that she was all the while under this impression that this was what she was doing: and that she was led into this belief by the wilful and fraudulent misrepresentations of M. F. Pinner who by these means ~~from her~~ obtained from her an absolute deed of bargain and sale which she charges was procured by fraud. She also says that she is ignorant of her rights and did not understand the legal verbiage used in deeds and could not tell a deed of trust from a deed of bargain and sale: that she is ignorant generally and that advantage was taken of her ignorance to dispossess her of her property: that the said deed of bargain and sale is null and void because it was obtained by fraud: and she further says and charges that the said M. F. Pinner now seeking to take advantage of and profit by his own wrong, is claiming as his own

all of her said land in fee, though she alleges that her crop of this year owned more than have paid him all the remaining part of the debt due him. That he has sued out a distress warrant for about $44 and placed the same in the hands of W.C. Moore Constable who has levied on her peanuts and many articles of her Household furniture and will soon sell and make away with all of them unless soon prohibited by legal means. In tender consideration whereof and inasmuch as your complainants are remediless save in a court of equity where matters of this kind are alone and properly cognizable Your complainants pray that the said ~~defendant~~ M. F. Pinner, W.C. Moore, may be made a party ~~to~~ defendant to this bill and required to answer the same though on answer under oath is expressly waived; and that an injunction may be awarded restraining and prohibiting the said M.F. Pinner his agents assigns or attorneys, the said W.C. Moore Constable and all other persons whomsoever from taking, possession of or in any manner interfering with the said peanuts or any other

property whatever of your complainants until the further order of this Court. And your complainants further pray that one of the Commissioners of this Court may be directed to take and account shewing the exact indebtedness of the complainants to M. F. Pinner ~~and shewing also by what means and upon what the said deed~~; that the said deed from your complainants to M. F. Pinner ~~may~~ may be set aside as absolutely null and void from the beginning on account of the fraud by which it was procured; and for all such ~~and~~ other further and general relief as this cause may require or to equity may seem meet and your complainants will ever pray &c.

Georgeanna Hollaman
Wm. Hollaman
By Counsel

Virginia: Nansemond County to wit:-
Sworn to before me this 28th day of November 1887 in my County aforesaid by the said Wm. and Georgeanna Hollaman who made oath that to the best of their knowledge and belief the statements in the said bill are true Given under my hand this 28th day of Nov. 1887. R. A. Rawles Notary Public.

upon the complainants Georgianna Holloman and William Holloman entering into and acknowledging a bond with good security in the clerk's office of the circuit court of Nansemond County before the clerk of the said court in the penalty of Seventy-five — Dollars conditioned to pay all costs and damages which shall be awarded against them in case the injunction herein mentioned shall be dissolved an injunction is granted in pursuance of the prayer of the bill within contained to retrain and prohibit the within named M. F. Pinner, his agents assigns or attorneys, the said W. C. Moore Constable and all other persons whatsoever from, levying or issuing, taking possession of or in any manner interfering with the ~~said~~ peanuts or any other property whatsoever of the complainants until the further order of the court.

Wilbur J. Kilby.
County Court Judge
for Nansemond County.
24 Nov. 1887

To the clerk of
the Circuit Court
of Nansemond County

Rawls P. 2.

Hollomon et al

vs

M. F. Pinner

Bill.

Nansemond Cir. Co.

Georgiana Holloman &c

vs

M. F. Penner and W. C. Moore, Constable

1887. Nov: 24th: Order of Injun: amended

" " 25th: Injun: Bond executed & filed

" " " Summons in Chy: with endorsement order of 24th

1st Decr: Rules, 1887.

" Decr: 5th: Bill & Pltff — Demr in S: vs defts.

1888. Jany: 2nd: Demr in S: to extend & cause set for hearing on case of

Pltff's Counsel

Chy: Notes