

1902-001
Nansemond Co (Suffolk) Chancery Causes: Joseph W. Long vs James D. Armstrong et al

Larson, Sargeant

Costs-

Clerk P 4.24

Jay P 1.50

Shff P 1.00

Atty 15.00

\$21.74

W H Sargeant Trustee &c

1902-

To A. P. GOMER, Clerk Circuit Court of Nansemond County, Dr.

~~Tax and Clerk Fees in suit~~ for Copy of Bill in Suit

Jan 24th

of W Long vs W H Sargeant Trustee &c \$ 3.00

Paid by W H Sargeant. Clerk.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

W. N. Sargeant and
James D. Armstrong

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 *February* 1902, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *Joseph M. Loney*

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *18th* day of
January, 1902, in the 12th year of the Commonwealth.

A copy—Teste:

Teste:

, CLERK.

, CLERK.

Memo.

On motion of the Plaintiff by Counsel, and for good cause shown an injunction is awarded him to enjoin and restrain the defendants W N Sargent Trustee and James D Armstrong their agents Attorneys and all others from selling or disposing of the property in the bill mentioned until the further order of this Court. But the plaintiff is not to have the benefit of this order until he or some one for him shall enter into bond with sufficient security in the penalty of \$500. dollars payable to the defendant approved by the Clerk of this Court and conditioned to pay all such Costs as may be awarded against the plaintiff and all such damages as may be incurred in this case this injunction shall be dissolved.

To the Clerk of the Circuit Court of Nausemond County

Robert R Prentiss

A Copy Teste: A. H. Gomer Clerk

Dismissed at Rules -
E. E. Hall and Att.

E. E. Halland p. q.

Joseph W Long

vs. } In Chancery.

W N Sargent Trustee
& James D Armstrong

1902

February Rules.

First Monday.

Nausemond Circuit Court.

Process Book No. 21

Page 214

County

I A. H. Gomer Clerk of the Circuit Court of Nausemond County do certify that the bond required by the within order of injunction has been given with security deemed sufficient by me.

Date: A. H. Gomer Clerk

January the 20th 1902
Received the sum of \$500.00
by depositing a true copy of the within
process in the Court House and
James D Armstrong or James D
Armstrong's debt?
for Addressed to Court

Know All Men by These Presents, That we,

Joseph W Long and Charles O Harrell

W N Sargeant trustee and James D Armstrong
are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full
sum of Five 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 coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this 20th day of January in the year
of our Lord one thousand ^{nine}~~eight~~ hundred and two, and in the 126th year
of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas an
injunction is this day awarded against the defendants W N
Sargeant trustee and James D Armstrong in a bill in Chancery filed
in Vacation in the Circuit Court of Nansemond County in the cause
of Joseph W Long Complainant against said W N Sargeant trustee
and James D Armstrong defendants to enjoin and restrain the defend-
ants W N Sargeant trustee and James D Armstrong their agents attorneys
and all other persons from selling or disposing of the property in the
bill mentioned until the further order of this Court. But the plaintiff
is not to have the benefit of this order until he or some one for him
shall enter into bond with sufficient security in the penalty of \$500,
dollars payable to the defendants, approved by the Clerk of this Court
and Conditioned to pay all such costs as may be awarded a-
gainst the plaintiff, and all such damages as may be incurred
incase this injunction shall be dissolved, then this obligation is
to be void otherwise to remain in full force and effect

Joseph W Long
Charles O Harrell



In the office of the Clerk of the Circuit Court of Nansemond County, on the
20th day of January 1902 ~~189~~

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

A copy

Teste:

Teste:

A J Gomer Clerk

A J Gomer

CLERK.

Joseph W Long
To { Injunction
Bond
The Commonwealth.

1902
Jan 20th

Recorded in Bond
Book No 1 Page 260,

A copy

W. H. SARGEANT, Jr.,
Attorney and Counselor at Law,
ROOM, 34, LOWENBERG BUILDING.

NORFOLK, VA., Jan. 3, 1901.

Jos. W. Long, Esq.,
Suffolk, Va.

Dear Sir:-

I beg to advise that a holder of seven of your notes, secured by your deed of trust, to me as trustee, dated August 14, 1901, has instructed me to advertise the property set forth in said deed of trust for sale, unless said notes are paid at once. I understand from Mr. Armstrong that he has advanced to you an amount exceeding \$700.00, the amount obtained on the said seven notes, a statement of which I mail you herewith.

Very truly yours,

W. H. Sargeant, Jr.

Dic. W.H.S.

*"
Schult E"*

J. W. Long to J. D. Armstrong.

1901.

Aug. 14.	Paid Larson on land-----	\$100.00	
" "	" recording papers-----	7.15	- 46.00
" 24	" Larson for hands -----	29.50	
" 31	" " " -----	40.65	
Sept. 14	" J. W. Long -----	40.00	
" 23	" " " -----	25.00	
Oct. 5	" " " -----	75.00	
" 12	" " " -----	40.00	
" 29	" " " -----	119.00	
" 26	" " " -----	87.00	
" "	" " " -----	56.00	
Feb	" W. H. Sargeant -----	25.00	—
Dec. 31	" to order of W. H. Sargeant-----	15.00	—
	<i>Total</i> -----	<u>8709.00</u>	

707.30

\$400 to be deducted

Exhibit "C"

Exhi-"B"

AUCTION SALES—FUTURE DAYS.

IN PURSUANCE OF A DEED OF trust from Joseph W. Long, dated August 14, 1901, and recorded in the clerk's office of the County Court of Nansemond county, Va., in deed book 48, at page 692, default having been made in the payment of the debt secured, and in the performance of the covenants therein contained, I shall expose for sale at public auction, at the front door of the courthouse of the County Court of Nansemond county, Va., at Suffolk, Va., on

MONDAY, JANUARY 20TH, 1902,

at 12 o'clock M., the following property, to-wit:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situated in Nansemond county, in the State of Virginia, containing by survey twenty (20) acres, more or less, and bounded and described as follows: Beginning at a point on the right-of-way of the Atlantic and Danville Railway Company at a point distant sixty-four (64) poles and eight (8) links from Shingle Creek, and running thence east thirty-seven poles and three links to the land of R. H. Herring, or that which was formerly his; thence south twenty-four (24) degrees, east sixty-one (61) poles and fifteen links; thence south seventy-three and one-half ($73\frac{1}{2}$) degrees, west fifty (50) poles and seven (7) links to said Shingle Creek; thence along said creek to the said railway company, and thence along said company to the beginning.

2. All those certain pieces and parcels of machinery which are included in and are known and used as parts of the brick making plant located on said land, including the boiler, engine, brick-making machine, and all their parts and parcels, and all other articles necessary for the operation of said plant or machine, and used in connection therewith for making bricks, tiles, and such other like articles, and also one horse and one cart used upon said land in the making of said bricks, tiles, and other articles, together with all and singular the appurtenances belonging to the same.

3. All brick on said premises.

This sale is made subject to the provisions of an agreement between said Joseph W. Long and James D. Armstrong, dated August 14, 1901, and recorded in deed book 50, at page 258, in the clerk's office aforesaid, and also subject to a prior deed of trust for \$530, the indebtedness secured thereby being now due.

TERMS made known on the day of sale.

W. H. SARGEANT, Jr.,

ja9-tds

Trustee.

This agreement made and entered into this fourteenth day of August, 1901 between Joseph W. Long of the County of Norfolk in the State of Virginia, party of the first part and James H. Armstrong of the said county in the State aforesaid party of the second part: It is witnessed: That for and in consideration of the sum of One dollar (\$1.00) to him in hand paid, the receipt whereof is hereby acknowledged and other valuable consideration, the said Joseph W. Long doth agree with the said James H. Armstrong in the following manner to wit:

- 1- The said Joseph W. Long agrees that the said James H. Armstrong shall have the exclusive power of sale, for the period of two (2) years next ensuing from the date hereof, of all brick which may be manufactured during that time at the brick yard of the said Joseph W. Long situate near Shingle Creek in Sleepy Hole Magisterial District Danvers County Va on the property which the said Joseph W. Long has recently purchased from Martin C. Larson and Fanny Larson his wife by a deed dated August 12, 1901, to which reference is hereby

made for fuller particulars. The said Jas. H. Armstrong is to have full and complete power to sell said brick for whatever price he may think fair and reasonable, and is to receive from the purchase price of said brick a remuneration of at least \$1. net per thousand on all sales.

2. The said James H. Armstrong is to have full power to apply any proceeds of said sales of brick to any indebtedness which may be due to him by the said Joseph St. Louis or on any indebtedness of said Joseph St. Louis.

3. The said Joseph St. Louis agrees to prosecute the work of manufacturing said brick with all due diligence and energy, and to see that no time is unnecessarily wasted.

4. The said Joseph St. Louis agrees that the said James H. Armstrong is to have absolute and inalienable right should he see fit at any time, during the said period of two (2) years, to exercise it to take full and complete control of said brick plant, brick, machinery and

business and manage or lease
it until the expiration of the
said period of two years. All
bricks which may be made or
manufactured at the plant
aforesaid are to be construct-
ively in the possession of the
said James H. Armstrong, and
any conveyance or sale thereof,
during said term, by the said
Joseph H. Long is to be void
and of no effect.

Witness the following signatures
and seals.

Joe H. Long (seal)
Jas. H. Armstrong (seal)

Virginia

Corporation of the City of Norfolk to wit

I, John J. Burruss, a Notary
Public for the Corporation aforesaid
in the State of Virginia
do certify that Joseph H. Long
and James H. Armstrong whose
names are signed to the above
writing bearing date on the
fourteenth day of August in
the year nineteen hundred and
one have acknowledged the
same before me in my Corps-
ration aforesaid.

Given under my hand this

fourteenth day of August in
the year nineteen hundred
and one.

John J. Durrongha,
Notary Public.

Virginia

In the Clerk's Office of
Harrison County Court the
14th day of August 1901.

This Agreement was presented,
and with the certificate an-
nexed admitted to record.

Teste: S. M. Lawrence Deputy
for R. R. Smith Clerk.

A Copy: Teste:

R. R. Smith Clerk
By S. M. Lawrence D.C.

Made Aug. 17. 1901.

Joseph W. Long
with Agreement
James D. Armstrong

"A Copy"

Exhibit "A"

In the Circuit Court of Nansemond County, *in vacation on the 18th day of January 1902.*
Joseph W. Long, Complainant against W. H. Sargent Trustee and James D. Armstrong, Defendants.

On motion of the Plaintiff, by Counsel, and for good cause shown, an injunction is awarded him to enjoin and restrain the Defendants W. H. Sargent Trustee, and James D. Armstrong, their agents, Attorneys and all others, from selling or disposing of the property in the bill mentioned until the further order of this court. But the Plaintiff is not to have the benefit of this order until he, or some one for him, shall enter into bond, with sufficient security, in the penalty of \$500. - dollars, payable to the Defendant, approved by the Clerk of this Court and conditioned to pay all such costs as may be awarded against the Plaintiff, and all such damages as may be incurred, in case this injunction shall be dissolved.

To the Clerk of the Circuit Court
of Nansemond County.

Robert R. Hunt

E E Hallaway

Pay \$150 Paid

Entered July 18, 1902
Robert R. Hunt

Entered in Chancery
Order Book No 3 Page 403.

To the Honorable Robert R. Prentiss, Judge of the Circuit Court
for the County of Nansemond.

Your Complainant, Joseph W. Long, respectfully complains and shows
unto the court the following case;

That on the 12th day of August, 1901 he purchased of Martin
C. Larson and wife, for \$1,830.00, a certain tract of land in Sleepy
Hole Magisterial District, Nansemond County, Virginia, ^{containing} twenty ~~(20)~~ ⁽²⁰⁾ nine
acres, and bounded and described as in said deed, and also certain ma-
chinery including boiler, engine, brick making machine and other artic-
les necessary for the operation of a brick making plant. That of the
said purchase price five hundred and thirty dollars was satisfied
by assuming a deed of trust then thereon, two hundred dollars was paid
in cash to the said M. C. Larson, and for the balance, to-wit, eleven
hundred dollars, your complainant gave his ordinary note, all of which
is still due and unpaid to the said M. C. Larson. That after purchas-
ing said land and machinery for brick making, your complainant had an
agreement with one James D. Armstrong to furnish the money necessary
to enable him to conduct the business of brick making. That by vir-
tue of the said agreement your complainant executed to W. H. Stargent
Jr. Trustee, a deed of trust bearing date the 14th day of August, 1901, to
secure the payment of certain notes aggregating in ~~the~~ ^{the sum of} amount of one
thousand dollars. That for said notes the said Armstrong paid nothing
at the time, but agreed to advance the money as the same might be needed
by your complainant. That the said James D. Armstrong also exacted
of your complainant an agreement whereby the said Armstrong was to have
the exclusive power of sale for the period of two years from the date
of said contract of all the bricks manufactured by said complainant, at
such price as he might think fair and reasonable, and was to receive
therefor a remuneration of at least one dollar per thousand on all
sales. For a better description of which said authority, together with
other rights, ^{and} privileges given to said James D. Armstrong, reference is
here made to a copy of said agreement herewith filed ^{marked by him "A"} and asked to be
read as a part hereof. That your complainant took possession of the
said plant and proceeded to operate the same but was prevented from
successfully conducting his said operations by reason of the failure
of the said James D. Armstrong to furnish money to your complainant

"2"

as he had promised and agreed to do, before taking the deed of trust and agreement herein referred to. Your complainant charges and alleges that at the time said deed of trust was taken and the said agreement entered into the said James D. Armstrong did not intend to fulfill and carry out the promises which he had made in order to secure the same. Your complainant further alleges that notwithstanding the said James D. Armstrong promised to take up and satisfy the first deed of trust thereon, that he has failed to do so. Your complainant further charges and alleges that notwithstanding the promise of James D. Armstrong to furnish to him the sum of one thousand eight hundred and thirty dollars with which to pay the purchase price of said property he has failed to furnish said amount, and that all of the purchase price of said property, with the exception of two hundred dollars, is still due and unpaid to M. C. Larson. That your complainant has sold a large quantity of bricks since he commenced the operation of said plant and that the said James D. Armstrong has collected therefor between four and five hundred dollars at least. That notwithstanding the said James D. Armstrong has collected for the bricks so sold your complainant recently received from W. H. Stargent Jr., Trustee in the deed of trust made by him in favor of James D. Armstrong, a letter claiming that seven hundred dollars was due under said deed of trust. Your complainant alleges that he is at a loss to understand and hereby denies that he is indebted to James D. Armstrong, or to any other person, for such an amount of money advanced to him under the terms of said deed of trust. If the same has been received by the said James D. Armstrong your complainant denies that he has ever had the benefit thereof. Your complainant received along with said letter a statement of alleged advancements made to him and a copy of which statement is herewith filed, marked Exhibit "B" and asked to be considered a part hereof. Your complainant alleges that from the amount of this statement ought to be deducted the amount of all sales for which the said James D. Armstrong has made collections, exceeding the sum of four hundred dollars. Your complainant further states that he has recently repeated

"3"

ly undertaken to adjust his matters with the said James D. Armstrong but without success. Recently W. H. Sargeant Jr. Trustee, who was the Trustee named in the deed of trust as aforesaid, advertised the said ~~pr~~ property to be sold at public auction at the front door of the courthouse in Nansemond County, on Monday, January 20th, 1902, a copy of which advertisement is herewith filed, marked "Exhibit C" and asked to be read as a part hereof. Your complainant alleges that it is unfair, unjust and inequitable to sell said property at public auction without first ascertaining the amount of the liens thereon. Your complainant denies that he owes the amount claimed by the said James D. Armstrong under the said deed of trust and is advised that he is entitled to have the amount which he owes ascertained by this court before the sale of said property. Your complainant further alleges that the said W. H. Sargeant Jr. Trustee, has advertised the said property subject to the provisions of the aforesaid agreement, a copy of which is herewith filed, between Joseph W. Long and James D. Armstrong. Your complainant charges that the said sale is to be made subject to said agreement in order that said ~~James~~ D. Armstrong may purchase said property at a sacrifice, and thereby deprive your said complainant of his interest therein, and also ~~to~~ deprive M. C. Larson, the original owner of said property, ~~of~~ the balance due him on said purchase price. Your complainant alleges that the said James D. Armstrong knew at the time the deed of trust aforesaid was executed by this complainant in his favor that the purchase price of said property had not been paid. Your complainant further alleges that the said agreement between himself and the said James D. Armstrong is unjust and inequitable, that it is without consideration and gives to James D. Armstrong powers and privileges for which no consideration has been paid, and for which, it seems ~~that~~, the said James D. Armstrong did not intend at the time he executed it to pay any consideration. Your complainant alleges that said agreement ought to be canceled and annulled, and if not, then certainly the respective rights of the parties thereunder ought to be fully ascertained and determined by this court before the property is sold subject thereto. Your complainant alleges that until said rights of the said parties are so ascertained no party except, possibly the said James D. Armstrong, would

"4"

purchase said property at any price. Your complainant is ready and willing and anxious to pay for said property a sufficient amount to fully satisfy, not only all just and legal unpaid liens thereon but also the balance due to M. C. Larson on account of the purchase price thereof. This, as your complainant alleges, is a fair and better price for the property than can be obtained for same if sold subject to said agreement. Your complainant further charges and alleges that it would be unjust, not only to himself but to M. C. Larson, who is still unpaid for his property, to permit any sale thereof till the liens thereon are definitely ascertained and the rights of the parties in the said agreement fully determined. In tender consideration whereof and for as much as you complainant is remediless in the premises, save in the court of equity, he prays that the said James D. Armstrong and W. H. Seargent Jr. Trustee, may be made parties defendant to this bill and required to answer the same, but answers under oath are waived. That the said defendants, their agents, Attorneys and all others, may be enjoined and restrained from selling said property under said deed of trust until the further order of this court. That the agreement between the Complainant and said James D. Armstrong may be cancelled and annulled, and if not, that the respective rights of the parties thereunder may be fully determined; that an account may be taken by one of the commissioners of this court of the indebtedness of the said complainant to the said James D. Armstrong, and also that the amount secured by deeds of trust on said property may be ascertained and determined. That all proper orders may be made and inquiries directed. That proper process issue and that ^{all} such other ^{and} further and general relief may be afforded your complainant as ^{his case may require} ^{or to} ~~and as~~ equity may seem meet. And your complainant will ^{ever} ~~further~~ pray etc.

E. E. Holland *per* *Joe W. Long*
County of Nansemond To-wit:

This day personally appeared before me the undersigned, A Notary Public, for the County aforesaid, Joseph W. Long, and made oath that he believes the statements made in the foregoing bill are true.

Given under my hand this the 18th day of January, 1902.

J. W. Long
N.P.

Joseph W Long
vs In Chancery
W H Sargeant trustee
& James D Armstrong

1902

February 3rd
Dismissed at
Rules.