1902-012
Nansemond Co (Suffolk) Chancery Causes: Mollie L. Rawles et al vs E.E. Holland, trst et al

Savage, Son & Co], [Jones, Lee & Co], Lawrence, Baker, Jones

OVERSIZE
BOX 3
-1 PLAT (exhibit D)

Ida Ann White

VS.

Dr. F. Holland et al

Papers in Above Styled Suit
in the Hands of .

Hugh E. Foree

Attorney.

3/7 1912

5-27-01—10m

Commercial Hotel. * * *

J. C. BELL, PROPRIETOR.

11 11

Suffolk, Va., ... *1901.*

Mollie L. Rawls & James
T. Rawls - vs

E. E. Holland Trustee, J. A. Jones
trading as Savage Son & Co.
W. M. Jones, R. H. Lee & J. P. Lee
ci lepidatii under firm
name of Jones-Lee & Co. & J. P.
Lawrence -

Spa in chancery to 1st Oct
Oct Rules - Ct. Ct. 1901.
~~Sum. issd for J. A. Jones & m.~~
~~Jones~~

D. B. Pruden sum/a

Sum/$1.50 paid

J B Prince Atty

1901

To R. R. SMITH, Clerk of Nansemond County Court, Dr.

~~Tax and Recording~~ Fee for Copying 3 Deeds used as Ex in Chy Cause Mollie L Rawles &c vs E E Holland Trustee &c $3.75

Oct 1st

, Clerk.

Mollie L. Rawles & James P. Rawles Plaintiffs
vs } Injunction
E. E. Holland Trustee P. A. Jones trading as Savage Son & Co. W.M. Jones P.N. Lee & I. P. Lee in liquidation under the firm name of Jones Lee & Co & J. W. Laurence } Defendants

On motion of the complainants an injunction is awarded restraining and enjoining the said E. E. Holland trustee his agents and attorneys, from selling the tract of land conveyed to him as trustee by Mollie L. Rawles and James P. Rawles by deed dated 5th day of September, 1900, until the further order of this court. And on like motion an injunction is awarded restraining and enjoining the said P. A. Jones trading as Savage, Son & Co., his agents and attorneys from attempting to collect the note he holds against the complainants for $285.00 dollars, and due the 5th of September 1901, and also from offering for discount or trading, to an innocent purchaser for value and without notice the note he holds against the said complainants for $381.67 dollars and which will become due September 5th 1902. And on like motion an injunction is awarded restraining and enjoining W.M. Jones, P.N. Lee, I.P. Lee in liquidation under the firm name of Jones Lee & Co. their agents and attorneys from attempting to collect a note held by them against complainants for $381.00 dollars and due September 5th 1901, and also from attempting to have discounted, or from

offering to sale to an innocent purchaser for value and without notice a note held by them against complainants and which will not become due before September 5th 1902, for 285.00 until the further order of this Court. But before complainants shall have the benefit of this order they shall execute a bond before the clerk of this Court in the penalty of $500. with security to be approved by the said clerk conditioned to pay all such costs as may be awarded against them and all such damages as may be incurred in case this injunction be dissolved

Robert R. Prentis

To the Clerk of the Circuit
Court of Nansemond County.

A Copy Teste:

A.P. Gomer clerk

I, A.P. Gomer, 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.

Teste:

A.P. Gomer clerk

September 30th 1901

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON E E Holland Trustee P A Jones trading as Savage Son & Co W M. Jones, P D Lee & I P Lee in liquidation under the firm name of Jones Lee & Co & J W Laurence

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 October 1901, to answer a Bill in Chancery, exhibited against them in the said Court by Mollie L Rawles & James P Rawles

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 30th day of September, 1901, in the 126th year of the Commonwealth.

A copy—Teste:

_____, CLERK.

Teste:

A P Gomer, CLERK.

Due legal notice of the
within Summons accepted.
Received this 7th day of Oct 1901,
by delivering a true copy of the within
process to J. M. Gaskins Jr.
J. T. Deans D.S.
for A. D. Smith Sheriff

J B Prince & Son p. q.

Mollie L Rawles &
James P Rawles

vs. } In Chancery.

E E Holland
Leslie Holmes

1901

October Rules.

First Monday.

Nansemond Circuit Court.

Process Book No. 21

Page 217

Know All Men by These Presents, That we, James P. Rawles and Robert Rawles

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 30th day of September in the year of our Lord one thousand ~~eight~~ nine hundred and one, and in the 126th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas an injunction is awarded in a bill in Chancery filed in Vacation in the Circuit court of Nansemond County in the cause of Mollie L. Rawles and husband against E. E. Holland Trustee and others, the said defendants their Attorneys and agents are restrained from selling the tract of land conveyed to said E. E. Holland Trustee by Mollie L. Rawles and James P. Rawles by by deed dated September the 5th 1900 until the further order of this court. And also restraining and enjoyning P. A. Jones trading as Savage Son & Co his agents and attorneys from attempting to collect the note for $285.00 he holds against the complainant due September the 5th 1901 or offering the same for discount or trading to an innocent party the note he holds against the Complainants for $381.67 which will be due September 5th 1902 and also restraining and enjoining W. M. Jones P. N. Lee J. P. Lee in liquidation under the firm name of Jones Lee & Co their agents and attorneys from attempting to Collect note of $381.00 against them due September 5th 1901 also from discounting or offering for discount note against said Complainants which will not be due before September the 5th 1902 for $285.00 until the further order of this Court.

But before the complainants shall have the benefit of this order they shall execute a bond before the clerk of this court in the penalty of $500. with security to be approved by the said clerk conditioned to pay all such costs as may be awarded against them and all such damages as may be incurred in case this injunction shall be dissolved then this obligation to be void otherwise it is to remain in full force and effect.

Jas. L. Rawls (SEAL)

Robert Rawls (SEAL)

(SEAL)

(SEAL)

(SEAL)

In the office of the Clerk of the Circuit Court of Nansemond County, on the 30th day of September 1901 ~~189~~.

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

Teste: A. P. Gomer CLERK.

A Copy Teste:
A. P. Gomer Clerk

To }

The Commonwealth.

James P Rawles

To } Injunction Bond

The Commonwealth.

1901

Sept 30th

Recorded in Bond Book No 1. Page 250.

A Copy.

In the Circuit Court of Nansemond County, in vacation, September 30th, 1901.

Mollie L. Rawles, and Jas. T. Rawles, plaintiffs,

vs. Decree.

E. E. Holland, trustee, J. W. Lawrence, T. A. Jones, trading as Savage, Son & Co., W. M. Jones, P. H. Lee and I. P. Lee, in liquidation under the firm name of Jones, Lee & Co.

On motion of the complainants an injunction is awarded, restraining and enjoining the said E. E. Holland, trustee, his agents and attorneys, from selling the tract of land conveyed to him as trustee by Mollie L. Rawles and James T. Rawles by deed dated 5th day of September, 1900, until the further order of this court. And on like motion an injunction is awarded restraining and enjoining the said T. A. Jones, trading as Savage, Son & Co., his agents and attorneys from attempting to collect the note he holds against the complainants for $285.00 dollars, and due the 5th of September, 1901, and also from offering for discount, or trading to an innocent purchaser for value and without notice the note he holds against the said complainants for $381.67 dollars, and which will be come due September 5th, 1902. And on like motion an injunction is awarded restraining and enjoining W. M. Jones, P. H. Lee, I. P. Lee, in liquidation under the firm name of Jones, Lee & Co., their agents and attorneys, from attempting to collect a note held by them against complainants for $381.67 dollars and due September 5th, 1901, and also from attempting to have discounted, or from offering to sale to an innocent purchaser for value and without notice a note held by them against complainants, and which will not become due before September 5th, 1902, for $285.00 until the further order of this court.

But before complainants shall have the benefit of this order they shall execute a bond before the Clerk of this court in the penalty of $500.-, with security to be approved by the said

such as
Clerk, conditioned to pay all costs ~~and damages that~~ may be awarded against them in case this injunction be dissolved.
and all such damages as may be incurred

Robert R. Ellis

To the Clerk of the Circuit Court of Nansemond County.

Enter Sept. 30, 1901
Robert R. Rhodes

Entered in Chancery
Order Book No 3.
Page 376,

This Deed of Trust made the 4th day of March in the year of our Lord one thousand eight hundred and ninety by and between J.W. Lawrence of the County of Nansemond and State of Virginia of the first part and E.E. Holland, of the town of Suffolk and State aforesaid of the second part, Witnesseth, That the said J. W. Lawrence in consideration of ten dollars receipt whereof is acknowledged has bargained sold, granted and conveyed and does hereby bargain, sell, grant and convey unto the said E.E. Holland with general warranty, all that tract or parcel of land lying in the County and State aforesaid called the "South Quay" farm, bounded by the Blackwater river and lands of R.J. Johnson, James E. Jones and others and containing one thousand acres, more or less, with all the appurtenances thereunto belonging: also one tract or parcel of land, lying in the county of Southampton and State aforesaid and bounded by the Blackwater river and the lands of Carr Beale and others, containing one hundred and twenty acres, more or less,

with all the appurtenances thereunto belonging: also one sorrel horse Marcum one bay horse Lucy one bay horse Venus and one bay horse Charles: also one gray mule Bill one black mule Rosa one black mule Tom also one steam Engine boiler and fixtures, one cotton gin, press, feeder and condenser: all the foregoing articles of personal property being now on the said "South Quay" farm.

In trust to secure to Jones Lee & Co. and to Savage Son & Co. both firms being of the city of Norfolk and State aforesaid the payment of the following twenty (20) notes all of which are dated March 4th 1890 and signed by the said J.W. Lawrence and by S.J. Lawrence, ten (10) of which notes are made payable to the order of Jones, Lee & Co. each note being for the sum of eight hundred, seventy and 76/100 dollars with legal interest thereon at the rate of six per cent per annum payable on the 4th day of March in each and every year from the date thereof till paid; one note maturing one year after date, one note

maturing two years after date: one note maturing three years after date; one note maturing four years after date, one note maturing five years after date, one note maturing six years after date; one note maturing seven years after date; one note maturing eight years after date; one note maturing nine years after date; one note maturing ten years after date; Ten of said ~~twenty~~ notes are made payable to the order of Savage, Son & Co., each note being for the sum of six hundred one and 14/100 dollars with legal interest thereon at the rate of six per cent per annum payable on the 4th. day of March in each and every year from the date thereof till paid: One note maturing one year after date; one note maturing two years after date; one note maturing three years after date; one note maturing four years after date; one note maturing five years after date; one note maturing six years after date; one note maturing seven years after date; one note maturing eight years after

date, one note maturing nine years after date, one note maturing ten years after date, all the said twenty notes negotiable and payable at the Norfolk National Bank of the City of Norfolk and State aforesaid and waive the homestead exemption of the makers and endorsers.

And upon the further trust that the said J. W. Lawrence shall remain in quiet and peaceable possession of said real and personal property until default be made in the payment of said notes and the interest on the same, as herein provided. In the event of the failure of ~~the~~ said J. W. Lawrence and S. J. Lawrence or their representatives to pay any one of the said twenty notes on maturity and all interest due then upon the request of the holders of said notes said E. E. Holland shall after thirty days note at three places in the County of Nansemond and three places in the County of Southampton and State aforesaid sell at public auction, at such place

or places and upon such terms as the holders of said notes shall desire the real and personal property aforesaid and out of the proceeds of said sale pay off the expenses of said sale, including two and one half per cent commission to the said E.E. Holland, then the debts due Jones, Lee Bro., Savage, Son Bro. & the balance if any, to the said J.W. Lawrence or his representatives. Should the proceeds of the sale of all the said real and personal property be insufficient, after paying the expenses of the sale and two and one half per cent commission to said E.E. Holland, to pay off in full the debts due Jones, Lee Bro. and Savage Son Bro. then the said E.E. Holland shall pay said note pro rata, it being intended that all of said notes are of equal dignity and that neither beneficiary shall enjoy any preferenced of priority over the others. Said J.W. Lawrence obligates to keep the taxes paid annually on all the property herein conveyed and to keep the residence he now occupies insured against loss

by fire during the existence of this trust, loss if any to be paid to said E.E. Holland trustee.

Witness the following signatures and seal this 4th day of March 1890.

J.W. Lawrence (Seal)

Virginia
County of Nansemond } To wit:

I W.H. Jones a Justice of the Peace in and for the said County and in the State of Virginia, do certify that J.W. Lawrence whose name is signed to the writing above - bearing date the 4th. day of March 1890 has acknowledged the same before me in the County aforesaid.

Given under my hand this 14th day of March 1890.

W.H. Jones J.P.

In the Clerk's Office of Nansemond County Court the 17th day of March, 1890. This deed was presented with the certificate annexed and admitted to record.

Teste:
R.R. Smith Clk.

A Copy, Teste: R.R. Smith Clerk
By S.M. Lawrence D.C.

J. W. Lawrence
To) Deed of Trust
E. E. Holland, Trustee

admitted to record
March 17. 1890.

Recorded in Deed Book
No. 29. Page 43.

"A Copy"

$1.25

This Deed, made this 5th. day of September, 1900, between E.E. Holland, Trustee of Nansemond County, Virginia, of the first part, and Mollie L. Rawles, wife of Jas. T. Rawles of White Springs, Fla., of the second part.-

Whereas J.W. Lawrence, by deed bearing date on the 4th. day of March 1890, and recorded in the Clerk's Office of Nansemond County Court in D.T.B. No. 1, page 43, did convey to E.E. Holland, in trust to secure to Jones, Lee & Co. and Savage, Son & Co., of Norfolk, Virginia the payment of certain sums of money therein specified, along with other property the following real estate, to-wit:

"All that certain tract of land in Holy Neck Magisterial District in Nansemond County Virginia and being that part of the South Quay farm known as the "Grass Lot" and the "Parker" tracts of land containing 300 acres, more or less, and bounded by the county road leading from Black Water river by the lane to the land of W.J. Lawrence and by the lands of James E. Jones, R.J. Johnson and others.

By which deed of trust the said trustee was empowered on the failure of the said J.W. Lawrence to pay

the said sums of money therein mentioned, or any part thereof, as the same became due and payable, to sell the above described property for the purposes of the said deed of trust.

And whereas, default having been made in the payment of the said debt, the said trustee, in the execution of the trust aforesaid, being so required by the beneficiaries named in said deed, did, on the 5th day of September, 1900, after giving thirty days notice of the time, place and terms of sale by advertising in the "Suffolk Herald", a newspaper published in the town of Suffolk, Virginia, and by hand bills duly posted, expose to sale at public auction to the highest bidder, the property above described, on the premises, at South Quay, Virginia at which sale the said Mollie L. Rawles, having made the highest bid therefor, became the purchaser of the said property at the price of $2000.00. And having complied with the terms of sale has requested that the same be now conveyed to her, the said Mollie L. Rawles, as aforesaid.

This Deed Therefore Witnesseth; That the said E.E. Holland, trustee, in performance of his duties as trustee, and in consideration of the sum of $2000.00 the receipt of which is acknowledged, doth grant with special warranty, unto the said Mollie L. Rawles, the said property hereinbefore referred to and described.

Witness the following signature and seal.

E.E. Holland Trustee (Seal)

State of Virginia, To wit:
County of Nansemond

I R.St.Rawles, a Notary Public for the County aforesaid in the State of Virginia do certify that E.E. Holland trustee, whose name is signed to the writing hereto annexed, bearing date the 5th. day of September 1900, has acknowledged the same before me in my county aforesaid.

Given under my hand this 29th. day of Sept. 1900.

R.St.Rawles
N.P.

In the Clerk's Office of Nansemond County Court the 29th. day of

E.E. Holland, Trustee
To } Deed
Mollie L. Rawles

Admitted to record
Sept. 29th 1900.

Recorded in Deed Book
No. 47. Page 205.

"A Copy"

$1,25

September 29th 1900;
This Deed was presented with
the certificate annexed and
admitted to record. The amount
of two dollars in revenue stamps
affixed and cancelled.
Test:
R.R. Smith, Clerk.

A Copy, Test:
R.R. Smith, Clerk
By Smith Laurence D.C.

AUCTION SALE

—OF—

Valuable Real Estate!

By virtue of a deed of trust executed by Mollie L. Rawls and James T. Rawls, dated the 5th day of September, 1900, and duly recorded in the Clerk's office of the County Court of Nansemond County, in Deed Book No. 46, page 630, and at the request of the beneficiaries therein named, default having been made in the payment of the debt secured thereby, I shall sell to the highest bidder at public auction, in front of the Courthouse door of Nansemond county, in Suffolk, Va.,

ON MONDAY, OCTOBER 7, 1901,

(court day), at 12 o'clock M., the following valuable real estate, to wit:

"All that certain tract of land in Holy Neck Magisterial district, in Nansemond county, Virginia, containing three hundred acres, more or less, and bounded by the county road leading from Blackwater river, by the lane, to the lands of Hugh J. Lawrence, and by the lands of James E. Jones, R. J. Johnson and others, and being same land conveyed to said grantors in said deed by E. E. Holland, trustee, by deed duly recorded in the aforesaid Clerk's office."

TERMS.—A sufficient amount in cash will be required to pay the costs of sale and the sum of $666.67, with interest thereon from September 5, 1900, and as to the balance of the purchase price a credit of twelve months will be given if secured by a deed of trust on the property.

E. E. HOLLAND, Trustee.

SEPTEMBER 6, 1901.

"Exhibit-E"

Whereas there is now pending in the Circuit Court of Nansemond county Virginia, a suit in chancery under the style of Mollie L. Rawles et als vs Jonas W. Lawrence et als, which all parties are anxious and willing t compromise and have dismissed; now therefore to that end, it is hereby mutually covenanted and agreed by and between Jonas E. Lawrence (the son of the said Jonas W. Lawrence) who assumes on his own responsibility, of the one part and James T. Rawls acting as agent for the said Mollie L. Rawles, of the other part that in consideration of the mutual covenants and agreements herein contained, that the said siut shall be dismissed and on the following terms to-wit ; the said Jonas E. Lawrence agrees and promises to pay to the said Mollie L. Rawls the sum of ten hundred and fifty four dollars and ninety cents ($1054;90) in cash; and he further agrees to to assume and become responsible for the following debts to-wit ; a debt of $85;10 due to Hugh J. Lawrence by Tom Lawrence; a debt of $40 due to D. A. Holland by Tom Lawrence; and a debt of $50: due to James T Rawls by the said Tom Lawrence; also a debt of $34 due to Hugh J. Lawrence by W. E. Gardner; a debt of $120 due to George W. Nurney by W. E. Gardner the last being a note assigned by Hugh J. Lawrence and James T. Rawles ; the said Jonas E Lawrence also covenants to carry out in good faith the contract of rental made by the said Mollie L. Rawles with the said Tom Lawrence for three years with the privilege of five years . And the said James T. Rawls agent agrees and covenants that the said Jonas E. Lawrence shall have one of the mules now on the premises; he shall also have the privilege of collecting this year's rent from the tenants: and the said suit in Chancery shall be dismissed by each party paying his own costs incurred in the same. So for as the debt of $50 due by the tenant Tom Lawrence to J.T. Rawls is concerned, the said J.T. Rawls agrees to wait for 12 months, if necessary, for it to be paid before calling on the said J.E. Lawrence to pay it. The said Jas. T. Rawls agent also promises and agrees to turn over to or assign to the said Jonas E. Lawrence, all his right title and interest in and to all the liens, mortgages, crop liens &c that he may now have and hold against the said tenants W.E. Gardner and

from Lawrence the tenants of the said
Mollie L. Rawls.
Witness the following signatures and
seals. this 22 day of September 1902

James E. Lawrence (seal)

Jas. T. Rawls Agt for Mollie L. Rawls (seal)

E. E. HOLLAND.
ATTORNEY AT LAW.
COMMONWEALTH'S ATTORNEY FOR NANSEMOND COUNTY.
OFFICES IN BOOTHE BUILDING.
SUFFOLK, VA.

Ex X

December 21, 1900.

Mr. J. T. Rawles,

White Springs, Fla.

Dear Sir:-

Yours of December 19th. received, and replying thereto beg to say, that your deed conveys to you the "Parker" tract of land, and also the "Grass Lot" tract of land which were advertised by me for sale. Mr. J. E. Lawrence gave me the estimated number of acres therein at 300, and I advertised same accordingly. Mr. Hugh J. Lawrence and Mr. Jones, who really bid the land in for you, were much more familiar with the location of this land and its acreage that I was, and they evidently knew what land they were purchasing for you. I supposed at the time, and afterwards, as I stated to you, that all the land on the West side of the South Quay road and South of the land of H. J. Lawrence's was included in the sale. I have been informed since the receipt of your letter that the "Ned Ash" place to which you refer is worth very little, and also that to this Capt. Lawrence has not a good title. I regret that the acreage of this land fell short of your expectations. There is nothing, however, that I can do in the matter.

Yours very truly,

E. E. Holland

Dic.E.E.H.

State of Florida .
County of Hamilton towit ;

In the chancery cause of Mollie L. Rawles et als, against Jonas W. Lawrence et als, now pending in the circuit court of Nansemond county Virginia, we desire to make the following statement as our evidence in the said cause.

When the said Mollie L. Rawles purchased the land in the bill mentioned in said cause at the public sale made by E. E. Holland trustee, neither of us knew any thing whatever of the boundaries of said land; we ~~had~~ had never been over or around the same, nor had they ever been pointed out to us. We knew nothing whatever of the quantity of said land, nor the acreage, of the same, except as stated in the advertisement of the said trustee. We beleived it contained three hundred (300) acres because the advertisement so stated, and we were influenced in making a bid of two thousand dollars for it or in having our agent Hugh J. Lawrence so to do, solely on account of the said advertisement. We would never has consented to bid that sum for it had we known that it in fact contained only about two hundred acres and was consequently deficient in quantity about one third. We relied entirely on the said advertisement and believed we were getting a tract of three hundred acres. Since the purchase the said Mollie L. Rawles has expended about three hundred dollars in actual expenses in improvements on the place and has in addition to this sum, spent at least two hundred dollars more in making purchases of mules or horses and other equipments for tenants on the same which in case the sale was rescinded would be of but little use to her, and would have to be disposed of to great disadvantage and loss. The said land was purchased by and in the name of Mollie L. Rawles but the said J. T. Rawles who joins in this statement is her husband. She has leased a part of the said land to a tenant for three years with the option of four years.

Mollie L. Rawles
Jas. T. Rawles

Sworn to and subscribed before me the undersigned by the ~~said Mollie L. Rawles and~~ James T. Rawles in my county aforesaid on the 1st day of September 1902. Given under my hand this 1st day of September 1902.

State of Virginia. County of Nansemond
This is to certify that Mollie L Rawles personally appeared before me W. W. Jones a Justice of the Peace in and for the County aforesaid and made oath and subscribed to the above in my County aforesaid. Given under my hand this 3rd day of September 1902
W. W. Jones J.P.

S. G. Culpepper
N. P. for State of Fla. at large
Witness for J. T. Rawles

QUES. 1. . .. Was it or not announced on the day of sale that purchasers would be allowed to pay one third of the purchase price in cash and secure the balance thereof by notes payable to Jones, Lee and Company and Savage, Son and Company and secured by a deed of trust on the property purchased ?

QUES.. 2. Is it, or not, a fact that the beneficiaries agreed to accept the entire purchase price of the property as so much cash and to credit your debt with the entire proceeds of sale ?

QUES. 3. How far does Mr. Hugh J. Lawrence live from this property and to what extent, if you know, was he acquainted with the property and its boundaries ?

QUES. 4. Did Mr. Hugh J. Lawrence, or not, go over the land in question before the day of sale ?

QUES. 5. What offers were made to you for the property before the day of sale and by whom ?

QUES. 6. After the purchase of the property by the plaintiffs did they not express themselves as fully satisfied therewith and state that there would sell it for the price which they paid for it ?

QUES. 7. Have you not borrowed from E. L. Gray and Brother money with which to pay the debt of Jones, Lee and Company and Savage, Son and Company ?

QUES. 8. How much money did you borrow thereon ?

QUES. 9. Are you willing to give to the plaintiffs the amount paid by them for the property with interest and allow them for the amount paid for improvements, provided they account to you for the rents received and permit the lease, which they allege to have made for the property, to be carried out ?

The depositions of J. W. Lawrence and others taken by consent, at the office of E. E. Holland, on the 5th day of September, 1902, to be read as evidence in behalf of the said defendants in the Chancery suit of Rawles and others against Lawrence and others, now pending in the Circuit Court of Nansemond County.

Present R. H. Rawles, Counsel for Plaintiffs, and E. E. Holland, Counsel for Defendants.

J. W. LAWRENCE being duly sworn deposeth and says as follows:

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

ANS. J. W. Lawrence, farmer, age seventy-one and I am one of the defendants to this suit.

QUES. 2. Are you the same person who made a deed of trust to E. E. Holland, Trustee, to secure to Jones, Lee and Company and Savage, Son and Company, of Norfolk, certain debts which were specified in that deed, and by which said deed you conveyed all that certain tract of land in Nansemond County, known as the "South Quay" farm, containing one thousand (1,000) acres, more or less ?

ANS. Yes Sir.

QUES. 3 Were you present on the day the property was advertised for salen under that deed of trust ?

ANS. No Sir, I was not.

QUES. 4 Were you present on the day of sale ?

ANS. Yes Sir.

QUES. 5 Is it, or not, a fact that it was announced on the day of sale that the purchaser would be allowed to pay one third of the purchase price in cash, secure the balance thereof by notes payable to Jones, Lee and Companym and Savage, Son and Company, secured by a deed of trust on the property ?

ANS. I understood it that way.

QUES. 6 Is it, or not, a fact that the beneficiaries, Jones, Lee and Company and Savage, Son and Company, agreed to accept the entire purchase price of the property as so much cash and to credit them with the entire amount of the proceeds of sale, after deducting costs and expenses of sale?

ANS. Yes Sir, so I understood it.

QUES.7 Is it, or not, a fact that you afterwards borrowed, on the part of the"South Quay" farm not sold, a sufficient amount from E. L. Gray to pay the balance of the debts secured by the deed of trust ?

ANS. Yes Sir, that is a fact.

QUES.8. Is it, or not, then a fact that you were given credit for the entire proceeds of sale and with the money borrowed from E. L. Gray you satisfied the debts secured by the deed of trust ?

ANS. Yes it is a fact that I understood that all I owed afterwards was what I owed E. L. Gray.

QUES.10 Were the "Parker and Grasslot" tracts of land a part of the "South Quay" farm or not ?

ANS. Yes Sir.

QUES. 11 State,if you know, how many acres there were in the "Grasslot and Parker" tracts of land ?

ANS. I do not know, I never did know.

QUES. 12 It has been stated, by one of the witnesses for the plaintiffs, that you said you knew there were only 177 acres in those two tracts of land. What recollection have you of making such a statement ?

ANS. I have no recollection of having made such a statement.

QUES.13 How far does Mr. Hugh J. Lawrence live from this property ,and what were his opportunities, if you know, of being acquainted with its boundaries ?

ANS. He lieves about three quarters of a mile from the property and I guess he knows right much about it.

QUES. 14 Do you know whether or Mr. Hugj J. Lawrence, or any other party, representing Mrs. Mollie L. Rawles went over the land in question before the day of sale ?

ANS. I heard that he went over it, but I never went over it with him myself.

(The last answer objected to as hear say)

QUES 15 What offers, if any, were made to you for the property before the day of sale by him ?

ANS. Hugh J. Lawrence offered me two thousand dollars for it and remarked that it would not go out of the family.

QUES. 16 Why did you not sell it to him at that time ?

ANS. I told him that I didnot have the right to sell because it was already advertised for sale.

QUES. 17. After the purchase of the property by the plaintiffs what expressions of satisfaction, if any, did you hear them make as to same ?

ANS/ I heard Hugh remark after the purchase that he would not take three hundred dollars for his bargain.

QUES. 18. The Plaintiffs claim in their bill that they have been seriously injured and defrauded by reason of an alleged deficiency in the acreage of the land. State whether or not you would be willing to give to the plaintiffs the amount paid by them for the property with interest and allow them the amount paid for improvements, provided they will account to you for the rents received and permit the lease which they allege to have made for the property to be carried out ?

ANS. I would be willing to do that .

QUES. 19 What intention was there, to your knowledge, to influence bidding on the property by advertising the land as containing three hundred acres ?

ANS. None at all.

QUES. 20. How many buildings were on the property on the day of sale ?

ANS. There were four tenant houses on the property at that time.

QUES. 21. What were those improvements worth on the day of sale ?

ANS. I should judge eight hundred dollars.

QUES. 22. Sttate, if you know, who represented Mrs. Mollie L. Rowles on the day of sale ?

ANS. Hugh J. Lawrence, so I understood.

QUES. 23 What wrong, if any, would be perpetrated upon you in the event you were required to re-emburse Mrs. Rawles for the alleged deficiency in acreage.

ANS. It would put me to great deal of inconvenience.

QUES. 24 Would it, or not, deprive you of a part of the price which you could have obtained for the land ?

ANS. Yes sir, it would.

(Last question and answer excepted to as leading.)

CROSS EXAMINATION.

QUES 1. At whose suggestion and at whose benefit were the terms of sale arranged so that the purchaser would take a deed, pay one third of the purchase price in cash, give his notes for the other two thirds and secure them by giving a deed of trust on the propertyn?

ANS. Jones Lee and Company and Savage, Son and Company said they would do this and relieve me.

QUES 2. Did the purchaser, Mrs. Rawles, have anything to do with the making of these terms of sale to your knowledge ?

ANS. Not that I know of.

QUES. 3 Do you not still own real estate which is worth more than any mortgage that might be on it ?

ANS. I think so.

QUES. 4. Had you not, some years ago, had the "Parker and Grasslot" tracts surveyed by either Mr. Jones, an old surveyor, or by some other surveyor ?

ANS. Old man William M. Jones surveyed it before the war but I had nothing to do with it and it did not belong to me at that time.

QUES. 5. Did you ever hear how much the survey made by him contained ?

ANS. (Question excepted to because it asked for hear say testmony)

ANS. I don't recollect.

QUES. 6. Did you not say to Mr. Hugh J. Lawrence, on or about last Tuesday, that if you had attended to the advertising of these tracts in person that you would have advertised them as containing about two hundred acres?

ANS. I don't think I did sir, I don't recollect that. I did not know how much was in it so, of course, could not say.

QUES. 7 Can you say, of your own knowledge, that Hugh J. Lawrence or Mollie L. Rawles or James T Rawles knew the boundaries of these two tracts of land and knew the number of acres they contained ?

ANS. I think Hugh knew the boundaries right well but I don't know that he knew how much they contained. I don't think the other two persons named knew anything about it.

QUES. 8. You say in your examination in chief that Hugh J. Lawrence offered you two thousand dollars for this land the day before the sale. Is not a fact that what he said was this; " That he thought the

land would bring two thousand dollars.

QUES. 9 He told me he would give two thousand dollars for it.

QUES. 10 Was not that at the time when he thought it contained three hundred acres as advertised ?

(Question objected to upon the ground that Capt. Lawrence has no means of knowing, unless Mr. Lawrence said that he was relying upon the advertisement at the time he made the offer)

ANS. I don't know he did not say anything about it .

QUES. 11 When he told you, after the sale, that he would not take three huddred dollars for his bargain do you not think he had no reason for believing there was less in the tract of land than advertised ?

ANS. (Question objected to because it asks the witness to tell another man's thoughts which isimpossible.)

ANS. No I do not.

QUES. 12 Who acted for you or represented you in getting up the advertisement?

ANS. Mr. Holland, I thought.

Ques. 13 Did not your son Mr. Jonas E? Lawrence act for you also in this matter ?

ANS. He may have had something to do w ith it of his own accord but I did not tell him to do it.

REDIRECT EXAMINATION.

QUES. What questions, if any, did Mr. Hugh J. Lawrence ask you before the day of sale about the acreage of the "Grasslot and Parker" tracts of land ?

ANS. I don't recollect his having anything to say about it.

QUES. Whwn Mr. Lawrence offered to give you two thousand dollars for the property, did he make that offer provided there were three hundred acres in the "Grasslot and Parker" tracts of land ?

ANS. He did not mention the acreage.

QUES. Did you not see the advertisements of sale before the day of sale ?

Ans. Yes, I saw them.

QUES. Was the advertisement of the property for sale in parcels and not as a whole to your interests and in accordance with your wished?

ANS. Yes it was.

Further this deponent sayeth not.

Signature waived by consent.

MR. J. E. LAWRENCE, being duly sworn deposeth and says as follows;

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

ANS. J. E. Lawrence, residence, Nansemond County, farmer and I know the parties to this suit and am thirty-three years old.

QUES. 2 2Please state, if you, who gave to me, as Trustee, the description of the several parcels of the "South Quay" farm and the acreage thereof ?

ANS. 2 3 I gave them to you.

QUES. 3 State whether or not, at the time you gave the acreage of the several parcels, you did it with the intention of influencing any party to bid more for the property by reason thereof ?

ANS. I did not.

QUES. 4 State if you know whether it was announced on the day of sale that the property would be sold for one third cash and notes given for the deferred payments, payable in one and two years would be taken in favor of Jones, Lee and Company and Savage, Son and Company and secured by deeds of trust in their favor ?

ANS. It was so announced.

QUES. Were you or not a purchaser of one of the pieces of property at that sale.

ANS. I was.

QUES. Did you, or not, give notes for the deferred payments in favor of Jones, Lee and Company and Savage, Son and Company and secure the same by a deed of trust thereon ?

ANS. I did.

QUES. Was , or not, that in accordance with the terms announced on the day of sale ?

ANS. That is how I understood it.

QUES. In the advertisements of sale of the Grasslot and Parker tracts of land there are said to be four tenant houses on the property. What are these improvements worth?

ANS. They are worth eight hundred dollars. I don't think that you could put them there for that now.

QUES. At whose request was the "South Quay" farm advertised for sale in parcels and not as a whole ?

ANS. At the request of my father.

QUES. How far does Mr. Hugh J. Lawrence live from the "Grasslot and Parker" tracts of land?

ANS. About one half or three quarters of a mile.

QUES. To what extent, if ~~any~~ you know, was he acquainted with the property and its boundaries ?

ANS. I think he ought to have known it as much as he had been over it. He knew as much about it as I do.

QUES. What knowledge, if any, did the Trustee have of the acreage of the property ?

ANS. I don't think he had any.

CROSS EXAMINATION.

QUES. You have said that in getting up the advertisement of sale you furnished the Trustee with the description of the acreage of these two tracts of land, that is the "Grasslo and Parker " tracts. Who were you representing when you did this ?

ANS. I was doing this for my father.

QUES. How did you know and why did you advertise the "Parker and Grasslot" tracts as containing three hundred acres ?

ANS. I did not know I supposed it contained three hundred acres.

QUES. Why did you suppose it.

ANS . Because I thought the piece of land was large enough to contain three hundred acres.

QUES. You had never heard anyone say that it contained three hundred acres had you ?

ANS. No Sir.

QUES. Did you not say in the presence of Messrs. J. P. Jones and P. E. Vaughan that you so advertised it because you thought perhaps a foreigner

some foreigner would buy it ?

ANS. No Sir.

Further this deponent sayeth not.

Signature waived by consent.

HUGH J. LAWRENCE, being recalled by Counsel for Plaintiff and being duly sworn desposeth as follows;

QUES. Me. J. W. Lawrence has stated that you offered him two thousand dollars for the land in controversy, that is the "Grasslot and Parker" tracts of land, before the sale, what have you to say to this ?

ANS. I was talking to Capt. Lawrence about the sale of the land and he asked me if I could not find him a bidder for it. I told him probably I might. I asked him at the same time if it would sell for two thousand dollars. He said he hoped it would. I do not remember making him a direct offer of two thousand dollars for it. His son, Dr. Lawrence, was there at the time and he asked me to buy it myself so that he could buy it from me. I said that I did n not have any money to buy it with. He said if I would buy it he would buy it from me so as to keep it in the family.

QUES. Capt. J. W. Lawrence has also stated that youn said after the sale that you would not take three hundred dollars for your bargain. Was not this at the time when you thought you had purchased three hundred acres as advertised ?

ANS. It was. Capt. Lawrence has never heard me say that. I may have made the statement to others but not in the presence of Capt. Lawrence . (Capt. Lawrence here states that he did not hear this statement but that he had made it in the presence of others.)

QUES. Why did you make this statement ?

ANS. I made the statement to Mr. Johnson who had gone over to purchase the same piece of land and made it out of fun more than any thing else.

QUES. Did you go over and aroung the boundaries of this tract of land the day of the sale ? (Question objected to because not in rebuttal)

ANS. I did not.

QUES. You have stated in your examination in chief on the 25th day of August that you were influehced in making a bid of two thousand dollars for these tracts of land by the advertisement that it contained three hundred acres and that you believed the advertisement was true, and you have also stated that onthe same day in cross examination, that you would have made the same bid of two thousand dollars if it had been sold by the tract and not by the acre. How do you explain this ?

ANS. (Question excepted to for the reason that the witness is an intelligent witness and well undeerstood the question asked him and can give no explanation thereof without stultifying himself, and for the further reason that he was not asked to explain, if he could, his answer at the time such explanation should have been asked for, and that is after the cross examination had finished and before his deposition had closed.)

ANS. I did not understand the question asked me in cross examination by Mr. E .?E. Holland. I have always been influe nced by the adver tisement in buying.

QUES. If, in fact, this tract had been offered for sale without the number of acres being stated would you have bid two thousand dollars for it ?

(Question excepted to because the testimony of this witness in chief has already been given. Because the question is leading and for other reasons.)

ANS. I would not.

QUES.

CROSS EXAMINATION.

QUES. Without waiving objection to the admisibility of the testimony of the witness at this time Counsel for defendants proceeds to cross examine him.

QUES. What would you have bid for the land if the acreage had not been mentioned ?

ANS. I don't know that I would have b id anything.

QUES. What were your instructions as to the purchase of the property ?

ANS. To buy it as cheap as I could and not to go over two thousand dollars.

QUES. What was said to you by Mr. and Mrs. Rawles as to the acreage of the property ?

ANS. They told me they thought they could afford to give two thousand dollars for three hundred acres of land.

QUES. Why did you not understand the question asked on the 25th of August ?

ANS. I understood it to mean the three hundred acres.

QUES. If the tract of land had surveyed four hundred acres would you have claimed it,as the representative of Mrs. Rawles,at the price you paid for it ?

ANS. If they had asked it back we would have given it back as we only bought three hundred acres, but we would not, perhaps, voluntarily given it back unless it had been asked for .

QUES. Would you have given it back without a suit ?

ANS. I don't know, I cannot answer that. They will have to answer that for themselves.

QUES. Is, or not, the proposition of Capt. Lawrence to pay back the entire purchase price, with interest, to allow the amount expended for improvements, and to continue the lease on the property, provided Mrs. and Mr. Rawles will ~~xxxxx~~ account to them for the re rents, a fair, just and equitable settlement of this whole matter ?

ANS. (Question objected to because it asks the opinion of the witness and for other reasons)

ANS. I think if they pay every thing up so that the parties on the other side will lose nothing that it ought to be.

QUES. If legally right would it not be morally wrong to claim more than this ?

ANS (Question objected to because it asks the opinion of the witness)

ANS. If they will pay it up and nothing is lost on either side I think this will be right.

QUes. Have you had a conversation with any body with reference to the deposition made by you on the 25th day of August with reference to your answer to the question which you say you did not understand,

if so, with whom ?

ANS. Mr. Rawles called my attention to it just now and I told him that I did not know that I had made such an answer, if so I certainly did not intend it .

QUES. Did you ask that the question be explained to you before you answered it ?

ANS. No Sir:

QUES. Then you understood the question when asked you ?

ANS. After I saw the question I understood it very well.

Ques. Did you, or not, understand the question at the time it was asked ?

ANS. I did not, if I had I would not have given that answer.

QUES. Was it because you did not hear the question when asked ?

ANS. I thought I ~~understand~~ heard it but I did not understand it.

QUES. Although you heard the question and did not understand it you asked for no explanation of it, it that true ?

ANS. I thought I understood it at the time . I thought it meant the three hundred acres in it.

QUES. Was there anything said about acres in the question ?

ANS. I thought the question asked meant the acreage.

QUES. If this property had been sold by the tract on the day of sale what would you have bid therefor ?

ANS. I don't think I should have bid anything. I don't think I would have bought it.

QUES. Do I understand by that question that you have paid nothing for the property unless it actually contained three hundred acres ?

ANS. Yes.

QUES. If you had known, on the day of sale, that the property only contained two hundred and ninety acres what would you have paid for it ?

ANS. I could not tell you, I would have had to have gone back to the parties. I do not suppose, however, that would have made so much difference.

QUES. If the property had contained 250 acres and you would have known it on the day of sale what would you have bid therefor.

ANS. I was not instructed on any such bid as that.

QUES.

QUES. Were your instructions by letter ?

ANS. No.

QUES. Were you instructed not to purchase the property unless you believed it contained three hundred acres ?

ANS. They did not say anything about the acres right then.

QUES. If it had been announced on the day of sale that the property contained two hundred and fifty acres and you would have had no opportunity to communicate with Mr. and Mrs. Rawles and ascertain their views, would you then have bid on the property for them or not ?

ANS. I would not.

QUES. If it had been announced on the day of sale that the property contained 275 acres would you have bid on the property without consulting them ?

ANS. I would not .

QUES. If it had been announced that the property contained 285 acres would you have bought without consulting with them ?

ANS. I do not think I would.

QUES. Did I understand you to say that if it had been announced that there were only 290 acres that you would have purchased without consulting with them ?

ANS. I said I did not think that would have made so much difference.

QUES. What xxx would you have done as their representative, bid or not ?

ANS . I think I would have bid myself, but that is as far as I would have gone.

Further this deponent sayeth not.

Signature waived by consent.

The deposition of Beverly P. Baker and others taken by consent of all parties at the office of R.H.Rawles in Suffolk, Va. on August 25th, 1902 to be read as evidence in behalf of Mollie L. Rawles and others in a certain suit in equity depending in the Circuit Court of Nansemond County, wherein Mollie L.Rawles and others are plaintiffs and J.W.Lawrence and others are defendants.

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P R E S E N T

J.B.Prince and R.H.Rawles counsel for plaintiffs

E.E.Holland counsell for defendants.

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Beverly P.Baker being duly sworn deposes and says as follows:

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

Ans. Beverly P. Baker, 62 years old, residence Nansemond Co., occupation, farmer and county surveyor. I know the defendant J.W.Lawrence, E.E.Holland, Trustee, and some of the other defendants. I do not know the plaintiff.

Q.2. I now hand you a plat or survey marked Exhibit D., which you will please examine and say whether you made the same or not and if so at whose instance you made it and what it reppresents?

Ans. Mr.Lawrence wrote to me and asked me to make a survey of certain lands belonging to Mr. or Mrs. Rawles and I understood I was about to be engaged in a survey that the lands were under a trust and had been sold and the purchaser was Mr. or Mrs.Rawles and I knew it was a part of Capt. Jonas Lawrence's land.

Q.3. This map shows that the land surveyed contained 220 and 60/100 acres. Is that the whole acreage or entire tract surveyed?

Ans. Yes sir.

Q.4. Referring again to this plat I notice that on the Southern boundary of same there is a line drawn from a white oak tree on the eastern side to an oak stump on the western side which cuts off southern nook or tract from the entire tract. Have you figured out and can you tell from your notes how much is in this nook that is cut off?

Ans. Nineteen and about one quarter acres in the nook referred to.

Q.5. Then this ~~is~~ deducted from the entire agreage would leave just a fraction over 200 acres in the entire tract. Is this true?

Ans. 201 acres.

Q.6. Who went with you around this whole tract and showed you the lands?

Ans. Mr.Hugh J.Lawrence, Mr.Robt.J.Johnson, Eustis Boone and the Rev. J.E.Jones.

CROSS EXAMINED BY DEFENDANT'S COUNSEL

Q.L. As I understand from your testimony all that you know is that at the request of Mr.Hugh J.Lawrence you surveyed a piece of property before you were told it had been purchased at a sale of the land of Capt.J.W. Lawrence?

Ans. Yes sir.

Q.2. Was Capt.J.W.Lawrence present at the time this survey was made?

Ans. He came and showed us where to start.

Q.3. Were the two fields , one of which is known as the grass

lot field and the other as the Parker field, surveyed separately?

Ans. I surveyed it all together.

Q.4. Who pointed out the lines to you along the nook containing 19-1/4 acres to which Judge Rawles called your attention in his direct examination?

Ans. Mr.H.J.Lawrence and Eustis Boone.

RE-EXAMINED BY PLAINTIFF'S COUNSEL

Q.1. Do you know whether or not Capt.J.W.Lawrence knew what you were going to do when he came up while you were making this survey?

Ans. Yes sir, because he showed us the beginning point and I had commenced the survey before he left.

Q.2. Do you know why he did not come with you around there?

Ans. I do not know.

And further this deponent saith not.

Signature waived by consent.

(13 miles from town)

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Hugh J.Lawrence being duly sworn deposes and says as follows:

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

Ans. Hugh J.Lawrence, age 42, residence, Nansemond Co., occupation farmer. I know the plaintiffs and some of the defendants.

Q.2. The parcel of land that is contended was sold under a Deed of Trust made by Capt. J.W.Lawrence to E.E.Holland, Trustee, for the benefit of certain creditors therein named, as the Parker lot and grass lot. Were you

present at the sale of that land by Mr.Holland, Trustee?

Ans. Yes sir.

Q.3. Who became the purchaser of said tract of land?

Ans. Mrs.Mollie L.Rawles.

Q.4. Who bid for her?

Ans. I had it done. Mr.Mason Jones was the real party who bid it but I had it done at my request.

Q.5. Who were you acting for?

Ans. Mrs.Mollie L.Rawles.

Q.6. The discharges in the plaintiff's bill that the said tract of land contained 300 acres, more or less, and that it was sold under that representative. Would you have bid the price that you did bid had it not been for the fact that it was advertised as containing 300 acres and you believed it did contain it?

Ans. I would not.

Q.7. What did you bid it off at?

Ans. $2000.00

Q.8. You state positively that you were [redacted] influenced in making that bid from the fact that it was represented as containing 300 acres, more or less, and you did believe it so contained?

Ans. Yes sir.

Q.9. Did you know how much land that this really contained before the survey?

Ans. I did not.

Q.10. Did you hear Capt.J.W.Lawrence, say after the sale had been made by Mr.E.E.Holland, Trustee, to Mrs.Mollie L.Rawles, how much land was in those two lots?

Ans. He wrote me a note after I had it surveyed stating I had just as well come on the other side of the road .

and survey that as to survey the Ned Ash field. I went down next morning to see him and he told me if I had come to him before the sale he would have told me how much land the tract contained and he did tell me at that time 197-1/2 or 198-1/2, I forget which. He said he knew Mr.Wm.Jones had surveyed it.

Q.11. Was Capt.J.W.Lawrence present at the sale of the land to Mrs.Mollie L.Rawles?

Ans. He was.

Q.12. Do you know who represented or acted for Mr.J.W.Lawrence in planning the advertisement of same?

Ans. He told me Mr.J.E.Lawrence, his son.

Q.13. Did Mr.J.E.Lawrence offer to make any statement to you as to why the land was advertised for 300 acres?

(Question objected to because Mr.J.E. Lawrence is not a party to this suit and no such agency on his part for Capt. Lawrence who is a party to this suithas been shown to make any statementto J.E.Lawrence admissible, and for other reasons.)

To which counsel for plaintiffs replies that he thinks such agency has been established.

Ans. I asked him why he advertised it for 300 acres and he told me he did not know but some foreigner or northerner might want it.

Q.14. Was that the only reason he gave you as as advertising it for 300 acres?

Ans. It was.

Q.15. Before this public sale by the trustee were you well acquainted with the boundaries of the Parket lot and the grass lotof land?

Ans. I was acquainted with part of them, as to the remainder I knew nothing more than you. I knew the road was the

boundary on one side.

Q.16. Did you know anything about theboundaries of one of these tracts as a whole, at that time?

Ans. I did not.

Q.17. Then this assertion in the answer of Capt.J.W.Lawrence, that you were well acquainted with all the boundaries is not strictly correct?

Ans. Not at all correct.

Q.18. I now call your attention to this plat marked Exhibit D. and especially to this nook on the south corner of same as that is the piece of land that you have designated as the Ash tract?

Ans. It is.

Q.19. Will you state whether or not Mollie L.Rawles got possession of this nook or Ash tract?

Ans. She did not.

Q.20. Then this piece or tract was improperly included in the survey by Mr.Baker?

Ans. It was.

Q21. I notice that there is a line drawn on this map from a point on the east side at a white oak to a point on the west side at an oak stump, is that the line which separates the Ash tract from the remainder?

Ans. Yes sir.

Q.22. Was this land sold that day according to the terms mentioned on the advertisement, that is to say, one third cash and the balance in one or two years and the title to be retained until the whole of the purchase money had been paid?

Ans. It was.

Q.23. Did you hear any suggestion made as to any other terms to the effect that the purchaser could have a deed given him and could give a Deed of Trust to secure the deferred paymehts, the notes secured by said Deed of Trust to be given not to the Trusteebut directly to the creditors and if so at what time was such suggestion made?

Ans. I heard no such suggestion made.

Q.24. Do you know at whose suggestion such arrangement was made?

Ans. I only know what Mr.Rawles told me. He said that when he came down to Suffolk after the sale to complete the purchase that it was then suggested to him that he make the arrangement which, as a matter of fact, has been made

(Answer excepted to as being hearsay and irrelevant)

Q.25. Please state what terms you did hear the crier make known that day?

Ans. He said he would sell the land for one third cash and the balance in one or two years, Deed of Trust to be given on thexdxfexxxdproperty at 6% interest.

Q.26. Do you know whether or not the purchaser has made any improvements upon or spent any money on the said land since her purchase thereof?

Ans. I do. She spent about $300.00 in improving same, by ditching mostly and in repairing and other things.

Q.27. Do you know whether or not the purchaser has made a lease of any part of this land since the purchase?

Ans. She has made one for 3 yaars to a tenent with the privilege of 5.

Q.28. Do you know then whether or not the purchaser is now in a position to give up the said land or to rescind the contract?

(Question objected to because a mere opinion is asked for and other reasons)

Ans. She is not.

Q.29. If she were to give up the land would she not lose the amount she has spent in improving the place unless some one were to pay it back to her?

Ans. She would lose most of it.

CROSS EXAMINATION BY DEFENDANT'S COUNSEL.

Q.1. When did Mrs.Rawles lease this property?

Ans. Last year. 1902 is the first year of the lease.

Q.2. When did Mrs.Rawles make the improvments upon the property to which you have referred?

Ans. This year and last year.

Q.3. When was the survey made of the property?

Ans. I think it was made the 12th. of Dec. 1900.

Q.4 Then if I understand your testimony the lease was given and improvments made after Mrs.Rawles ascertained alleged defeciency in the acreage of the land?

Ans. Yes.

Q.5. Please repeat Mr.Lawrence, as well as you remember, the terms of sale given by you in answer to a question by Judge Rawles?

Ans. I stated that the land was put up and sold, one third for cash and one or two years for balance.

Q.6. How were the deferred payments to be secured?

Ans. Deed was to be given and Deed of Trust was to alsobe given for deferred payments, but about this I am not absolutely certain.

Q.7 What rate of interest was to be paid?

Ans. 6% I think.

Q.8. To whom were the bonds secured by the Deed of Trust to be made payable?

Ans. I could not say exactly. All I wanted was the amount to be paid right then so I could write Mr.Rawles.

Q.9. How far do you live from this property?

Ans. About three quarters of a mile.

Q.10. Had there been any effort on your part to purchase this land at a private sale?

Ans. Never has.

Q.11. Had there, to your knowledge, been any effort on the part of Mr. or Mrs.Rawles to purchase this land at a private sale?

Ans. Had never been any effort on their part either.

Q.12. Had not to your knowledge offers of private purchase for the property been made?

Ans. No.

Q.13. What amount were you directed to pay for the property in answer to purchase it by Mr. and Mrs.Rawles?

Ans. $2000.00 was the highest.

Q.14. Was the property purchased on your recommendation?

Ans. It was not.

Q.15. Had you been directed what amount to pay for the property without reference to the acreage on it?

Ans. We were buying by the advertisement for 300 acres.

Q.16. When did you receive your first authority from Mr. and Mrs. Rawles to purchase the property?

Ans. Sometime after it was advertised.

Q.17. Was it by correspondence or verbally?

Ans. It was verbally.

Q.18. Did she instruct you to purchase the property absolutely or to purchase it provided it contained 300 acres?

Ans. I had no instructions like that. I was instructed to buy by the advertisement.

Q.19. What do you know about the line of the Ned Ash property?

Ans. I do not know anything only what is was shown that day by Eustis Boone.

Q.20. When did Capt. Lawrence tell you there were only 197 acres of land in the grass lot and the Parker tract?

Ans. He told me the day after the survey was made by Mr. Baker.

Q.21. If it had been announced on the day of the sale that the grass lot and Parker tracts were offered for sale by the tracts and not by the acre, would you have bid therefor as Mrs. Rawles' representative?

Ans. I think I should have made the same bid I did not knowing any more than I did.

----------RE-EXAMINED----------

Q.1. I now hand you a letter marked Exhibit X. Please state how you came in possession of such letter?

Ans. Jas.TRawles sent it to me.

(The introduction of this letter is objected to for the reason that it is not properly introduced and properly proven and for other reasons. To which counsel replies that letter is a letter from Mr. E.E.Holland which he does not deny.)

RE-CROSS EXAMINED.

Without filing objection to the manner in which the letter was introduced and without denying that the

letter was written by me, the following question was asked:

Q.1. When, if ever, Mr.Lawrence did you see me on the property known as the Ned Ash land?

Ans. I never saw you on that.

Q.2. What to your knowledge did I know about the Ned Ash property?

Ans. I don't think you knew anything.

Q.3. What was said about the Ned Ash property on the day of the sale?

Ans. It was not mentioned, but I thought it was on the property. I did not know then it was a separate tract.

Q.4. Was there anything offered for sale except the grass lot and the Parker tracts of land and purchased by Mrs.Rawles?

Ans. Not on that side of the road.

COUNSEL FOR PLAINTIFF ASKED THIS QUESTION.

Q.1. And you afterwards found out that the Ned Ash place was not included in the Parker tract and the grass lot?

(Question objected to as leading and irrelevant)

Ans. I found out from the survey that it was not.

And further this deponent saith not.

Signature waived by consent.

----------0----------

J.P.Jones being duly sworn deposes and says as follows:

Q.1. Please state your name, age, residence, occupation and if you know the parties to this suit?

Ans. J.P.Jones, age 33, residence, Franklin, Va. occupation, log inspector. I know the parties to the suit.

Q.2. Will you please state whether or not you have ever heard Mr.Jonas E.Lawrence make any statement as to why he had advertised this tract of land as containing 300 acres?

(Question objected tobecause Mr.Jonas E.Lawrence is not a party to this suit and for other reasons.)

Ans. Yes sir. I was hunting with him one evening and do not know why the question came up, I have forgotten, but any way he said he had the land advertised 300 acres, more or less, to induce some northern man or foreigher to buy it.

CROSS EXAMINED WITHOUT WAIVING OBJECTION AS ABOVE.STATED.

Q.1. When was this?

Ans. I don't know exactly. It was sometime after the sale.

Q.2. How many acres did Mr.Lawrence saw there was in the tract at that time?

Ans. I don't know as he said anything about it.

And further this deponent saith not.

Signature waived by consent.

(22 miles)

----------0----------

It is agreed by the counsel on both sides that Mr.P.E.Vaughan, who is present as a witness, would make the same statement made above by Mr.J.P.Jones.

(21 miles)

The word "not" in the 8" question asked witness, Hugh J. Lawrence, was erased by me, it being an error in typewriting and not an error in my stenographic notes.

F. L. Pace
Stenographer

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

MOLLIE L. RAWLES and OTHERS,

v.

E. E. HOLLAND, Trustee, and Others.

It appearing to the court, from statements made by counsel representing both Plaintiffs and Defendants, that the matters in controversy in this suit have been adjusted, it is ordered, with consent of parties by counsel, that this cause be removed from the docket, ~~and the costs having all been paid~~.

IN THE CIRCUIT COURT OF KANAWHA COUNTY.

MOLLIE I. RAWLINS and OTHERS,

v.

E. E. HOLLAND, Trustee, and Others,

It appearing to the court, from affidavit made by counsel for Plaintiff and Defendant, that all the matters in controversy between them have been settled and compromised by the parties, it is adjudged, ordered and decreed that this cause be and the same is hereby dismissed from the docket, and that the costs be paid by the respective parties.

Decree

R. H. Kauffelt atty for Plaintiff

Chas. Hoffman atty for defendants

Entered Oct. 14, 1902

Robert C. Ellis

Entered in Chancery Order Book No. 3, page 452.

In the Circuit Court of Nansemond County.

The answer of J. W. Lawrence to a bill in equity exhibited against him and others, in the Circuit Court of Nansemond County, by Mollie I. and James T. Rawles, Complainants.

This defendant, reserving to himself the benefit of all proper exceptions to the many errors in the said bill contained, for answer thereto, or to so much thereof as he is advised it is material for him to answer, answers and says:

That it is true that he executed the deed of trust to E. E. Holland, Trustee, conveying the property specified in said deed of trust to secure to Jones, Lee and Company, and Savage, Son and Company the debt therein mentioned. For a full description of the property thereby conveyed, and of the debts thereby secured, this defendant refers to the deeds of trust filed with the Complainants' bill, as Exhibit "A", and asks that same may be read as a part hereof. That it is also true that on the day of 1900, the said E. E. Holland, Trustee, sold, after due advertisement of the same, some of the tracts of land conveyed by said deed, and it is also true that the said complainants became the purchasers of all that part of the South Quay farm known as the "Parker" and "Grasslot" tracts of land. This defendant knows that it was announced by the beneficiaries on the day of sale that purchasers would be allowed to pay one third of the purchase price in cash, and to secure the balance thereof by notes payable to Jones, Lee and Company and Savage, Son and Company, and secured by a deed of trust on the property purchased. This defendant does not know, but is advised, that the complainants accepted the terms offered by the beneficiaries. This defendant, knowing that the beneficiaries under his deed of trust had agreed to accept the entire purchase price of the property as so much cash, and to credit his debt with the entire proceeds of sale, was not interested in the deed of trust taken by the beneficiaries and referred to in the Complainants' bill. This defendant does not admit, but calls for proof of the alleged deficiency in the number of acres in the tract of land purchased by the complainants. This defendant denies that any palpable wrong has been perpetrated upon the complainants. It is true that neither of the complainants was present on the day of sale, but it is also true that the purchaser of said tracts of

of land had lived on the farm adjoining for a number of years and was well acquainted with the property and with its boundaries. While, as stated, the complainants were not present on the day of sale, they were represented by Messrs. Hugh J. Lawrence and Jones, both of whom were familiar with the said tracts of land and also with the boundaries thereof. This defendant is aware, and so alleges, that the said parties not only knew the boundaries but went over the land in question before the day of sale. This defendant could have obtained for said property, at private sale, as much or more than said complainants paid therefor. This defendant denies that any responsibility was assumed or incurred for the quantity of land, and especially asserts that no such responsibility there for on his part, or so far as he believes, on the part of the Trustee, was in the contemplation of any of the parties at the time of sale. The Trustee in making the sale was acting as an agent for this defendant and the beneficiaries, and was only authorized so to sell, according to the terms of the deed, and to receive the proceeds of sale. The said Trustee did not make any binding representation as to the number of acres contained in said tracts of land. The beneficiaries did not make any representation as to the acreage of said tracts of land, and this defendant is advised that the said creditors under said deed of trust can no more be required to refund the money received than a creditor by execution could be. This defendant denies that the said complainants were induced to bid the sum of two thousand dollars for the a foresaid tracts of land by any representation that there were three hundred acres, more or less, in the said tracts. The said sale was not, and was not intended to be, a sale by the acre, and no such sale by the acre was in the contemplation of any of the parties at the time of said sale. The complainants purchased, through their agents, the said tracts of land known as the "Parker" tract and "Grasslot" tract of land, and these tracts of land were designated by boundaries, with which the said agents were thoroughly familiar. This defendant also denies that the alleged quantity of land influenced the price to be paid by the complainants. They were anxious to purchase the same, and purchased without reference to the acreage thereof. Soon after the purchase the said complainants expressed themselves as

fully satisfied therewith, and stated that they would not sell for the price which they had paid therefor. After said sale was made this defendant was given credit by the said Jones, Lee and Company, and Savage, Son and Company on his debt for the full proceeds of sale. After doing this there was a balance still due. In order to raise the balance due said Jones, Lee and Company and Savage Son and Company this defendant executed a deed of trust on the unsold part of said tract of land conveyed by him in the deed of trust as above mentioned, and borrowed there on the sum of two thousand dollars. Out of this amount the balance due Jones Lee and Company and Savage Son and Company was paid in full, and the Trustee in said deed of trust, was directed to give to this defendant a deed releasing his proparty from the lien of the deed of trust as above mentioned . This defendant, therefore, denies that the said E. E. Holland, Trustee, has a right to sell any property under the first mentioned deed of trust in order to cover any deficiency in acreage in the land purchased by the said complainants or for other purposes. The debt secured by the said deed has been paid in full and the said deed released. This defendant denies that he had notice or knowledge of the alleged deficiency in the number of acres, till after he had paid Jones, Lee and Company, & Savage, Son and Company in full, had executed another deed of trust on his property and had secured a release. This defendant alleges that while the notes given by the complainants and held by Savage, Son and Company and Jones, Lee and Company are for the balance due on the purchase price of said land, that said notes, in reality, represent loans made to said complainants, this, defendant, having been given credit for the entire purchase price on his debt This defendant denies that the said Trustee, or any of the interested parties, were guilty of any fraud, which influenced or upon misrepresentation in making said sale. The said sale was made in perfect good faith, in the belief, on the part of this defendant, that the land was purchased by the complainants by the tract and not by the acre. The said land purchased by the said complainants is well worth the amount of money paid by them therefor, and this defendant, in order to show the absolute good faith with which said sale was made, now offers to give to said complainants the amount paid by them for said property, upon the execution

by them of a proper deed therefor. This defendant is willing,so far as he is concerned,that the said sale made to said complainants may be canceled and annulled,and is willing to refund the money paid by them on account of the purchase price of said land. This defendant believes that the said complainants in equity and good concience are not entitled to more than this . This defendant denies that he is any way liable to the said complainants for any deficiency in the acreage of the land purchased by them. The said land having, in reality,been sold by the tract and not by the acre. This defendant alleges that to make any allowance to the said complainants or any abatement on the purchase price of the land would be unjust to this defendant. The complainants have received what they purchased and have agreed to pay therefor certainly not more than the property is actually worth,and this defendant therefore alleges that if the plaintiffs do not desire, by this action,to perpetrate a wrong upon this defendant that they could not ask more than re-emboursement for what they have paid out. And now having fully answered,this defendant prays that he may be hence dismissed,~~and~~ with his reasonable costs in that behalf suspended,and he will ever pray, etc.

J. M. Lawrence

"1"

In the Circuit Court Of Nansemond County.

The answer of E. E. Holland, Trustee, to a bill in equity, exhibited against him and others in the Circuit Court of Nansemond County by Mollie I. Rawls and James T. Rawls.

This defendant reserving to himself the benefit of all proper exceptions to the many errors in the said bill contained, for answer thereto, or to so much thereof as he is advised it is material for him to answer, answers and says;

That it is true, as is shown by a copy of the deed of trust filed with complainants' bill, and marked Exhibit "A", that on the fourth day of March, in the year 1893, J. W. Lawrence executed to him a deed of trust on certain property in Nansemond County, Virginia, and fully described in said deed, in order to secure to Jones, Lee and Company and Savage, Son and Company certain debts therein specified; that it is also true that on the 5th day of September, 1900, the said E. E. Holland, Trustee, after due and proper advertisement of the same, a copy of which said advertisement is herewith filed marked Exhibit "A" and asked to be read as a part hereof, sold at public auction the tracts of land purchased by said complainants; that it is true that the said complainants became the purchasers of the tracts of land described in the said advertisement as the "Parker" and "Grasslot" tracts of land, containing three hundred (300) acres, more or less; that it is also true that the said complainants have complied with the terms of their purchase by paying one third (1/3) of the purchase price in cash, and executing their notes, in equal amounts, for the balance thereof, payable to Jones, Lee and Company and Savage, Son and Company, and securing said notes by deeds of trust on the said property. As will appear from the advertisement of sale, the advertised terms of sale were cash, unless other terms satisfactory to the beneficiaries were announced on the day of sale. On the day of sale, the said beneficiaries announced that they would accept from all purchasers one third (1/3) of the purchase price in cash, and the balance in two installments, payable in one and two years, and secured by deeds of trust on the property sold. These terms were offered by the beneficiaries with the hope of securing better prices for the property and with the understanding that the notes for the deferred payment, secured as aforesaid,

would be accepted by them as cash and credit given therefor on the debt secured by the Lawrence deeds of trust. The fact that said notes were to be so taken was made known on the day of sale. In other words, all purchasers knew, from the announcement made at said sale, that notes for the deferred payments were to be given not to the Trustee, but to the said Jones, Lee and Company and Savage, Son and Company and were to represent new loans and separate transactions. It is true that said complainants executed the deed of trust filed with complainants' bill, and that same was done in accordance with the announcement made at said sale. It is also true that two of said notes for deferred payments became due, as alleged in complainants' bill, and upon default in the payment thereof that the said E. E. Holland, Trustee, at the request of the beneficiaries thereunder, advertised the said property for sale.

This defendant knows nothing as to the acreage contained in said tracts of land. The same was advertised according to the information which he received from others, but this defendant believes, and so alleges, that the parties representing said complainants on the day of sale, and through whom the purchase was made for them, were and are well acquainted with said tracts of land, their known boundaries and acreage. It is true that neither of said complainants was present on the day of sale, but, as this defendant is informed, one of the parties representing said complainants was a brother of Mrs. Mollie I. Rawls, one of the complainants, and has lived on the farm adjoining all his life, and the other party representing said complainants was also familiar with the said property. It is certainly true that they were better acquainted with and knew more of the boundaries and acreage of said land than this defendant. Mrs. Rawls, one of the complainants, has lived, until a short time ago, for a number of years on the adjoining farm, and ought also to have been acquainted with said land and its boundaries. This defendant denies that any wrong has been perpetrated upon said complainants. There were other parties present on the day of sale, as this defendant is informed, ready and willing to pay as much for said property as said complainants offered, and the said complainants can now obtain for said land the entire purchase price thereof, notwithstanding the alleged shortage in the acreage of

same. It is true that this defendant advertised the said land for sale as will appear from one of the notices of sale filed herewith. This defendant denies that said complainants were induced to bid the sum of two thousand dollars ($2,000.00) for the said tracts of land upon any representation of said Trustee that there were three hundred (300) acres of land, more or less, in the said tracts. The advertisement of sale refers especially to the "Grasslot" and "Parker" tracts of land, and with these the representatives and said complainants as aforesaid were thoroughly familiar, knew the boundaries of each, and purchased, as this defendant believes and alleges, not with reference to the acreage, but solely with reference to the known boundaries of said tracts of land. The sale of the said land by the Trustee was in reality a sale in gross and by designated boundaries with which the said complainants were familiar. This defendant is informed and so believes that the alleged acreage did not influence in any way the price paid for said property. On the contrary the said price would have been paid for the said tracts of land if said acreage had not been mentioned in said advertisement. It is true that the notes given by the complainants for the deferred payments are negotiable notes and are held as alleged in said bill. The full amount of said notes was credited on the indebtedness of J. W. Lawrence, and accepted by Jones, Lee and Company, and Savage Son and Company, to whom they were made payable, as announced on day of sale, as cash, and represent in reality loans made by the beneficiaries to said complainants and are held by them as bone fide purchases. After the said sale had been made and the indebtedness of said J. W. Lawrence credited as aforesaid the said J. W. Lawrence borrowed of E. L. Gray and Brother a sufficient amount to pay the balance due the said Jones, Lee and Co. and Savage Son and Company on property not sold on the day of sale. With the amount so credited, and with the money borrowed of E. L Gray and Brother as aforesaid, a sufficient sum was realized to pay the said indebtedness of J. W. Lawrence as aforesaid, and this defendant files herewith receipts from Jones, Lee and Company, and Savage, Son and Company marked Exhibit " B & C" showing that the indebtedness of J. W. Lawrence to them has been paid in full. The said loan made by E. L. Gray and Brother as aforesaid was made with the understanding

that the said property conveyed in the deed of trust as aforesaid to E. E. Holland, trustee and not sold, should be released and when the balance due on said debt as aforesaid was paid, the said E. L. Gray and Brother as well as the said J. W. Lawrence became entitled to a deed releasing said property from the lien of the aforesaid deed of trust. Upon the release thereof, which was before this suit was instituted, the power of this defendant as Trustee ceased and the rights of the beneficiaries thereunder no longer existed. This defendant and the said beneficiaries under said deed of trust cannot, therefore, now sell any part of the property heretofore unsold, and cannot, therefore, make any abatement to the said complainants on account of the alleged shortage in the acreage of the land purchased as aforesaid. It is true that the said J. W. Lawrence owned other property not sold under the said deed of trust, but the said creditors having executed the release as aforesaid, cannot be reembursed by any sale thereof for any abatement which might be made. The said complainants purchased the land through their chosen representatives, and such representatives and agents were familiar with its boundaries and purchased the same without reference to acreage mentioned in said advertisement. The complainants were in no way misled as to the acreage of said land and obtained a deed for all the land they purchased. As soon as this deed was made to them they executed a deed of trust thereon to this defendant as Trustee, to secure Jones, Lee and Company and Savage, Son and Company, with which to pay the unpaid purchase price thereof. As soon as this deed of trust was executed this defendant Trustee, and the beneficiaries under said deed of trust became purchasers, for value, of said property, and without notice of any alleged deficiency of acreage in the said land, and as such purchasers for value and without notice, are entitled to be protected, and this defendant alleges that he ought not to be enjoined from selling the tract of land in accordance with the terms of the deed of trust executed to him by the said complainants. As bone fide purchasers for value and without notice of said deficiency the said Trustee and the said beneficiaries thereunder ought to be allowed to collect the notes secured by said deed of trust. If, upon inquiry, it should be ascertained that there is a shortage in

the acreage of said land, the said complainants have no redress against these defendants and the creditors secured by the deed of trust executed by them.

This defendant assumed and incurred no responsibility for the quantity of the land sold, and expressly asserts that no such responsibility on his part or on the part of the beneficiaries named in the Lawrence deed of trust, was in the contemplation of any of the parties at the time of the sale.

And now having fully answered this defendant prays that he may be hence dismissed with his reasonable costs, etc. And he will ever pray, etc.

E E Hallcutt
Trustee

---------- In Chancery----------

To the Hon. Robert R. Prentis, Judge of the Circuit Court for the County of ~~Southampton~~ Nansemond, Virginia.

Complaining showeth unto your Honor, your complainants Mollie L. Rawles and Jas. T. Rawles, as follows; that by virtue of a deed of trust executed to E. E. Holland, trustee, on the day of , , J. W. Lawrence, among other things conveyed a certain tract of land in Holy Neck Magisterial District in Nansemond county, Va., containing three hundred acres, more or less, as will more fully appear from a copy of said deed of trust herewith filed as "Exhibit A". That this deed of trust was made to secure certain creditors of the said J. W. Lawrence, to-wit: Savage, Son & Co., and Jones, Lee & Co. That on the day of , 1900, the said E. E. Holland, trustee, sold the aforesaid tract of land at public auction, after due advertisement of the same, and represented in his advertisement, as follows:- "All that certain tract of land in Holy Neck Magisterial District, in Nansemond county, Va., containing three hundred acres, more or less, and bounded by the County Road leading from Black - water River, by the land to the lands of Hugh J. Lawrence, by the lands of Jas. E. Jones, R. J. Johnson and others, and being the same land conveyed to said trustee by deed of trust from J. W. Lawrence &c." That at the sale so made by the said trustee on the day of , 1900, your complainants became the purchasers of the said tract of land for the sum of two thousand dollars, and complied with the terms of sale, which were as follows:-One third cash, the balance on a credit of one and ~~three~~ two years, purchasers to execute their notes for the deferred payments of equal amounts, due in one and two years, carrying interest from date, and the title to be retained till the whole of the purchase money was

~~said~~

paid. That your complainants paid in cash the sum of ~~three~~ six hundred and sixty-six dollars and sixty-seven cents, and instead of giving their notes payable to the trustee, at the suggestion of the said trustee, and the creditors, they executed their notes for the deferred payments to the creditors, Savage, Son & Co. and Jones, Lee & Co., and took a deed of bargain and sale from the trustee conveying the said tract of land to them, dated the 5th day of September, 1900, in which the trustee described the said tract of land as, "All that certain tract of land in Holy Neck Magisterial District, Nansemond County, Va., containing three hundred acres, more or less, and bounded by the County road leading from Black-water River &c. &c.", as will more fully appear from a copy of said deed herewith filed as "Exhibit B". That your complainants then executed a deed of trust to E. E. Holland as trustee to secure the deferred payments, as will more fully appear from a copy of said deed of trust filed herewith as "Exhibit C". That two of said notes for the deferred payments, amounting to six hundred and sixty ~~seven~~ dollars and sixty-~~ty~~ seven cents became due on the fifth of September, 1901, and your complainants refused to pay the same for the following reasons:- That soon after making purchase of the aforesaid tract of land they became dissatisfied about the number of acres in the said tract of land, and so firmly were they convinced that there was a great shortage in the number of acres that they employed the county surveyor of Nansemond county, and had a survey of the said land made, which survey is herewith filed as "Exhibit D". That from said survey ~~it~~ was found that instead of being three hundred acres, as represented by the said trustee in his advertisement of sale, and as represented in the deed to your complainants by said trustee, there were only about one hundred and eighty-five acres, a shortage of about one hundred and fifteen acres. That this shortage is so great, and such a palpable wrong has been

perpetrated upon your complainants, that they have refused to pay the said deferred payments until the matter can properly be enquired into and adjusted. That the said E.E. holland, trustee, by virtue of the deed of trust executed to him by your complainants, on the 5th day of September, 1900, has advertised the said tract of land for sale on the 7th day of October, 1901, as will appear from one of his notices of sale herewith filed as "Exhibit E". That your complainants were induced to bid the sum of two thousand dollars for the aforesaid tract of land by the representation of the trustee that there were three hundred acres of land, more or less, in the said tract. That the said sale of the said land by the said trustee was not intended to be a sale in gross, but should be presumed to be a sale by the acre. That the language, "more or less", used in the advertisement for the sale of the land must be understood to apply only to small excesses or deficiencies attributable to variations of instruments of surveyors &c. When these terms are used it rather repels the idea of a contract of hazard, and implies that there is no considerable difference in quantity. That the presumption is that the quantity influences the price to be paid and the agreement is not one of hazard. That the notes which were given by your complainants for the deferred payments were negotiable notes, but your complainants charge and believe that they are now held by the parties to whom they were originally payable. That the said holland, trustee, J.W. Lawrence, and the creditors holding the notes for the deferred payments, to-wit: Savage, Son &Co. and Jones, Lee & Co., have had all had notice in the deficiency in the number of acres, and the failure of the consideration in the sale made to your complainants, and they all refuse to make any abatement in the purchase price of said land. That these notes for the deferred payments, while not payable to

the said trustee, or to J.W.Lawrence really represent the balance of the purchase price of the said farm. That the said J.W.Lawrence owns pleanty of property not yet sold under said deed of trust from which the creditors can be reimbursed by making an abatement in the amount represented in these deferred notes. That your complainants do not believe the said trustee, or any of the interested parties were guilty of an intentional fraud, but that it was a case of mutual mistake, and one which a Court of Equity will correct. That the said firm of Savage, Son & Co. is composed of only one member so far as your complainants are advised, to-wit, T.A.Jones, and the firm of Jones, Lee & Co. is now in liquidation and composed of the following parties, to-wit, W.M. Jones, T.N.Lee, and I.P.Lee. That two of the notes for the deferred ~~notes for the~~ payment of the said land amounting to $666.67 will not be due before Setpember, 5th, 1902, That these notes are negotiable, and your complainants charge that they are still in the hands of the parties to whom they were made payable.

Your complainants believe that their remedy is in a Court of Equity where such matters are properly cognizable. In consideration whereof, and in order that complete justice may be done to all parties, your complainants pray that E.E.Holland, trustee, T.N.Jones, trading as Savage, Son & Co., W.M.Jones, P.N.Lee, and I.P.Lee, in liquidation under the firm name of Jones, Lee & Co. and J.W.Lawrence may be made parties defendants to this bill, and compelled to answer the allegations thereof, but answers under oath are expressly waived. That the said E.E.Holland, trustee, be enjoined from proceeding to sell the tract of land heretofore alluded to, by virtue of the deed of trust executed to him as trustee by your complainants on the 5th day of September, 1900, until the furtner order of this court. That the said Savage, Son and Co. and Jones, Lee and Co., their agents and attorneys be enjoined from collecting the notes now held by them, amounting

to $666.57, and which became due on the 5th day of Sept., 1901, until the further order of this court. And that they also be enjoined from negotiating to an innocent purchaser, for value and without notice the notes of your complainants, which will fall due on the 5th day of Sept., 1902, untill the further order of this court. That if upon an enquiry directed by this court it should be made to appear to your honor that the facts of this case are as represented by your complainants that a proper abatement may be made to them in the purchase price of the said tract of land. And that your honor will grant all such other, further, general and special relief as to equity shall seem meet or the nature of this case may require. And as in duty bound &c.,
May it please the Court &c.

f.c.

Mollie L. Rawls

Jas. T. Rawls

State of Virginia
County of Nansemond, To wit:—
I Lee Britt, a Commissioner in Chancery of the Circuit Court for the County of Nansemond, hereby certify that Mollie L. Rawls and James T. Rawls, whose names are signed to the foregoing bill in Chancery personally this day appeared before me in said County, and severally made oath that the statements contained in the said bill as made of their knowledge are true and as made on information from others are believed to be true.
Given under my hand this 30 day of September 1901.

Lee Britt
Commissioner in Chancery

Mollie L Rawls & others
against } In Chancery
E E Holland Trustee & others.
Chancery Note.

1901 Sept 30th. Process issued returnable to October Rules First Monday.

" Oct 7 Process returned executed on defendants
Bill filed and decree nisi against them.

" " 21st Decree nisi confirmed and cause set for hearing.

Chancery Notes

"Exhibit-19"

N.

S.

Beginning

N. 45¼ E. 4.64 chs

N. 3° E. 4.42 chs

N. 45¼ E. 15 Chains 34 Links

Broadway Plot Road

S. 67¼° E. 43 Chains 78 Links.

South Quay Road

S. 87¾ E 3.61 chs

S. 1¾ W. 177 Links.

N. 65½ W. 43 Chains 50 Links

Pine

N. 7° W. 8.48 chs.

Pine

Lands

OF

J. E. JONES

S. 11° W. 27 Chains 47 Links

N. 10¾ W.

White oak

Ditch

along ditch 13 Chs 64 Links

S. Gum

S. Gum

N. 89¾ W. 5 Chs 72 Links

S. 89¾ E. 2 Chs

2 Oaks

White oak

Stump

N. 3¾° E. 14 Chains 78 Links

Branch

B. Gum

N. 85° W. 15 Chains

S. Gum

Lands of A. L. GARDNER.

S. Gum

S. 87¾ E 7.64 chs

S. Gum

(S. 4¾° E.) S. 4¾ E. 3.61 chs

S. Gum

S. 6° E. 2.46 chs

B. Gum

S. 7° E. 2.62 chs

S. Gum

S. 12¼° E. 3.13 chs

B. Gum corner

S. 16¾ E. 5 chs 13 Links

White oak

S. 27° E. 46 Links

4 chs 1 Links

S. Gum

S. 2° E. 3 chs 17 Links

S. Gum

LANDS

OF

ROBERT J.

JOHNSON.

Lands

OF

N. Boon's Est.

Lands of N. Boon's Est.

Map of the Lands of
Mrs James T. Rawls
in Nansemond County Va
a plan of 4 chains to the inch
220 60/100 acres.

Mag. vari. 3° 8' west
Decr. 12¾ + 13¾ 1900

B. P. Baker Co. Surv.