

1905-021
Nansemond Co (Suffolk) Chancery Causes: James W. Owens vs Jones & Co

Holland, Butts

The Farmers Bank of Nansemond

Edward E. Holland,
PRESIDENT.

G. W. Truitt,
VICE PRESIDENT.

Wm. H. Jones, Jr.,
CASHIER.

Suffolk, Va.

May 26, 1905.

This is to certify that Robert R. Smith, clerk of the Nansemond County Court, has this day surrendered to the Farmer's Bank of Nansemond certificate of deposit No. 3621 issued to Geo. W. Butts, Trustee, payable to the order of Nansemond County Court in the matter of Jas. W. Owens versus W. H. Jones, doing business as Jones & Co., G. W. Butts, Trustee, and E. E. Holland, Trustee, for the sum of \$2,038.48. This certificate is surrendered by said R. R. Smith, Clerk, in accordance with decree of Court, see book No. 3, page 657 Nansemond County Records.

Wm. H. Jones Jr. Co.

By order Lee Britt Atty.

JW Owens vs Jones & Co. sales

190_3

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

Oct 19.

~~State Tax and Recording Fee~~

for making

\$

Certified Copy of deed of trust
from JW Owens wife to E. E. Holland
trustee for Jones & Co.

1.00

_____, Clerk.

LAW OFFICES OF
LEE BRITT.

SUFFOLK, VA.,

September 12, 1903.

To the Clerk of the Circuit Court
of Nansemond County:-

James W. Owens-----Plaintiff-

VS

~~Walter~~ H. Jones, doing business under the
name and style of Jones & Co.,

George W. Butts, Trustee, and
E. E. Holland Trustee,

Defendants-

Issue summons in chancery to First October Rules 1903.

Pay \$1,50

Lee Britt)
R. H. Lawley)
P. Q.)

JW Owens
D^r
Jones & Co.

To W.H.Jones, trading as Jones & Co.,)
E.E.Holland, Trustee, and G.W.Butts, Trustee,):-

Take notice that, on the 1st day of the March Term 1904 of the Circuit Court of Nansemond County, Virginia, I shall move the Court, in the exercise of its discretion, to direct that an issue be made up and tried at the bar of said court, before any proof has been taken by either the plaintiff or defendant, in the chancery cause now depending in the said Circuit court, entitled James W. Owens vs W.H.Jones, trading as Jones & Co., E.E. Holland Trustee, and G.W.Butts, Trustee, wherein I am plaintiff, and you are defendants, to ascertain whether, or not, the allegations contained in the bill in said cause are true, and whether, or not, a judgment should be rendered in favor of the said plaintiff on the issues joined in the pleadings in said cause, which motion will be made upon the ground that the evidence in said cause will be conflicting, and that the case will be rendered doubtful by the conflicting evidence of the opposing party.

Mar 5, 1904

James W. Owens
By Rauls & Britt Counsel

18

Service accepted
 Cummings Bros.
 for J. M. R. Co.
 March 7, 1904
 Geo. W. Butler, Trustee
 March 9th 1904
 E. E. Haccand, Trustee

Service accepted
Punchglo Bn.
for Jan 1900.
March 1904

Take notice that on the 1st day of the Month Term 1904 of
 E. W. Hoffland, Trustee, and G. W. Briggs, Trustee,)
 do M. H. Jones, Plaintiff as Jones & Co.,) :-

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE ~~SHERIFF~~ ^{Sergeant, the City Norfolk} OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

W A Jones doing business under the name David Style of Jones Heo. George W Butts trustee and E C Holland Trustee

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the *First* Monday in *October 1903*, to answer

a Bill in Chancery, exhibited against *them* in the said Court by *James M Owens*

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *12th* day of *September*, 190*3*, in the 128th year of the Commonwealth.

A copy—Teste:

Teste:

, CLERK.

, CLERK.

Executed in the City
of Norfolk Va on the
15th day of September
1903. by delivering a
copy here of to W. H.
Jones. doing business
under the name and
style of Jones & Co.

J. F. Lawler Supt
City of Norfolk Va
by C. L. Quinn
Deputy
Supt. fee 50cts paid
C. L. Quinn OS.

529 Return to
Lee Britt
May 27th 1905

Lee Britt
R. H. Rawles } p. q.

J. W. Owens

vs.

In Chancery.

Jones & Co and
Others

1903

October Rules.

First Monday.

Nansemond Circuit Court.

Process Book No 21

Page 247

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *W A Jones, doing bus-*
ness under the name and style of Jones
Hes. George W Butts trustee and E E Holland
Trustee

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the *First* Monday in *October 1903*, to answer
a Bill in Chancery, exhibited against *them*
in the said Court by *James W Owens*

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *12th* day of
September, 1903, in the 128th year of the Commonwealth.

A copy—Teste:

CLERK.

Teste:

A. P. Gomer

CLERK.

Ex certia this 16 day
Sept 1903 by delivering
a true copy of the within
process to H. E. Hollander
and G. W. Burt
J. W. Baker Sheriff

Doel J. J. }
R. H. Randles } p. 9.

James M. Stevens

vs.

In Chancery.

Jones & Co and
Albans

1903

Deborah }
Shank } Rules.
Monday.

Nansemond Circuit Court.

Process Book No. 2

Page 247

Jas. W. Owens

^{vs}

Jones & Co

} In chancery.

By consent of parties to this cause in term entered of record it is adjudged ordered and decreed that the papers in this cause be submitted to the judge of this court ~~in vacation~~ for such decisions and decrees therein in vacation as might be made in term.

But the plaintiff is required to take his defence within forty five days from this date

He are.

Enter:

July 14, 1904.

Robert R. Hunt

Entered in Chancery
Order Book
No. 3, page 595.

We consent to this
deed.

Bumgarl & Pro
for deft. Jones & Co.

RA Rawles } for plaintiff
See But

In vacation —

In the Circuit Court of the County of
Nansemond:

James W. Owens

Plaintiff

^{vs}
H. H. Jones trading as Jones and
Company, Geo. W. Butts Trustee
and E. S. Halland Trustee —

Defendants

This cause came on this day to be heard in
vacation by consent of parties, and on motion
of the Plaintiff it is ordered that George
W. Butts Trustee, deposit in the ^{Farmers} Bank of
Nansemond - at Suffolk Virginia, the sum
of Two thousand and thirty eight dollars
and forty eight cents (\$2038.48) the nett
proceeds of sale in his hands as alleged in the
bill and answer, to the credit of this cause
and subject to the order of this Court, bearing
interest - and that he file a certificate of the
said deposit in the papers of this suit.

To the Clerk of the
Circuit Court of
Nansemond County

January 1904.

Divents
of
Jones & Co. & others

Decree

We can send to this
decree -
Burrington & Co.
for Jones & Co.

Statement of J. W. Owens Account.

1895

1895

Mar	26	90 15 Bags 7%	6300	June	20	By Cash	827
"	"	10 " F. + Bone	3200	"	26	" "	268
Apr	24	" 3 " Top-dress	1500	"	28	" "	1343
May	21	" 5 Bbls Cal. Mixture	1500	"	"	" "	2274
June	5	" Loan, Cash	20000	"	30	" "	1091
"	"	5 Bbls Cal. Mixture	1500	"	"	" "	4493
"	19	" 8 Bus Oats @.37	296	July	3	" "	99
"	"	1 Bag Brand @.40	68	"	5	" "	1590
"	"	1 " Hominy @.60	120	"	"	" "	153
"	"	1 Bbl. Lime	125	"	"	" "	2174
"	26	" 1 " Flour	500	"	6	" "	44
"	"	2 Bags Corn	310	"	8	" "	525
"	28	" 11 Bales Hay	945	"	10	" "	4344
"	26	" Cash	2000	"	13	" "	1968
July	8	" "	2000	"	"	" "	3314
"	11	" "	1000	"	"	" "	2226
"	15	" " Loan +	34170	"	15	" "	1337
"	17	" D. W. Pitt +	7466	"	"	" "	2103
May	15	" 10 Berry Crates	500	"	17	" Profit & Loss	3047
Sept	18	" Interest	1628	"	"	" Cash	333
"	10	" Cash	500	"	"	" "	8029
"	"	" Mdse	280	"	"	" "	6453
Oct	7	" Cash	1500	1896 Mar.	30	" "	2428
"	8	" Mdse.	300	April	6	" "	1308
"	16	" "	320	"	29	" "	838
"	19	" 2 Bags 10%	1000	"	"	" "	968
"	23	" Cash	750	May	5	" "	297
Nov.	4	" "	12	"	7	" "	238
"	15	" "	500	"	8	" "	167
"	1	" Interest	775	"	9	" "	99
Dec	17	" Cash	1200	"	12	" "	285
"	12	" 1 Bus. of Peas	210	"	"	" "	77
1896 Jan	8	" Cash	1000	"	"	" "	404
"	17	" "	600	"	18	" "	1344
"	28	" "	1000	"	19	" "	907
"	"	" "	2500	"	21	" "	576
"	29	" 41 Bbls Seed Potatoes	16400	"	"	" "	1335
"	"	" 4 Bus. Early Despot Peas	1500	"	22	" "	1060
"	"	" 2 Bags	40	"	25	" "	478
Feb	11	" Cash "loan"	1500	"	30	" "	1115
"	26	" " "	2000	June	2	" "	294
"	"	" 10 Bags M. Sub.	3200	"	10	" "	156
Mar	14	" Cash Loan	3500	"	12	" "	154
Jan	16	" 60 Bags 7%	20000	"	13	" "	103
		Amt Forward	145715			Amt Forward	62666

1896

Statement of J. W. Owen's Account

1896

		1437 15		1457 15		625 55
	To Amt Birt foird		June	By Amt forward		626 66
Feb	26 " 12 Bags 7%	4000		17 " Cash		99
April	4 " Cash "Loan"	2500		22 " "		1716
	14 " "	1000		23 " "		1070
	25 " "	200		24 " "		2651
	7 " 1 ton Hay	1700		27 " "		536
	" " 1/2 Bus. Golden eye Wax beans	200		29 " "		4268
	" " 1/2 " Valentine "	200	July	1 " "		3932
	" " 6 Berry Crates	240		2 " "		3506
	" " 10 Bus. Corn	450		9 " "		2171
	" " Bags	40		10 " "		842
	21 " 6 Bags 7%	2000		11 " "		2763
May	1 " Cash Loan	3000		14 " "		4826
	9 " " "	3000		16 " "		2337
	5 " 50 Pea baskets	450		17 " "		684
	9 " 50 lbs Paris Green	1000		22 " "		1934
	14 " 1 ton Plaster	600		" " "		3743
	" " 1 Bbl. Flour	375		25 " "		1980
	19 " Cash "Loan"	5000		28 " Expense a/c		298
	16 " 1/2 ton Plaster	300		29 " Cash		600
	" " 10 lbs Paris Green	200		" " "		1723
	19 " 1/2 ton Plaster	300	Aug	5 " "		380
	" " 28 lbs Paris Green	585		24 " "		475
	20 " 10 Berry Crates	500	Sept	14 " "		1357
	21 " 50 Pea baskets	450	Oct	20 " "		828
	26 " Cash	2500	Dec	21 " "		1527
	" " 10 Bus. Corn	425		22 " "		2475
	28 " 4 " Hominy	160		30 " "		250
	" " 100 lbs. sugar + Bags	571				111637
June	6 " Cash	2700				
	1 " 2 Bags 7%	667				
	6 " 12 Bales Hay 1/2 ton	900				
	16 " 1 Keg Nails	460				
	17 " 11 Bales Hay 1/2 ton	930				
	20 " Cash	4100				
	27 " "	3500				
	20 " 10 Bus. Corn	400				
	" " 1 Bag Hominy	110				
	25 " 1 1/2 Bus. millet Seed	258				
July	1 " Cash	2000				
	" " 1 ton Hay	1800				
	" " 10 Bus. Corn + Bags	425				
	9 " Cash	3500				
	" " 5 lbs. Halls Seed	275				
	Amt forward	1996 86		Amt forward		111637

1896

Statement of J. H. Owens' Account.

		To Amt. Brt for'd	1996 86	By Balance	1116 37
July	17	" Cash	250		
	"	" " Loan	135 00		
	18	" M. L. Edmonds	53 00		
	21	" Cash	15 00		
	23	" "	8 00		
	17	" 20 Bus. Corn	8 00		
	"	" 2 Bags Honing	80		
	"	" 1 Bl Flour	375		
	"	" 100 lbs. sugar	483		
	"	" 8 Bales Hay	9 00		
	"	" 11 Bags	44		
	29	" Cash	20 00		
	24	" 950 Barrels	171 00		
Aug	5	" Cash	3675		
	"	" Mdse apcs	1240		
	7	" Recording deed	375		
	21	" 25 Barrels	450		
Sept	1	" Cash "Loan"	15 00		
	5	" " "	7 00		
	12	" " "	20 00		
	19	" " "	6 00		
	26	" " "	25 00		
	15	" 3 Bus. Seed	13 01		
	25	" Mdse	2095		
	"	" Interest	4330		
Oct	10	" Cash	8 00		
	16	" " "	5 00		
	20	" 1 Keg Nails	350		
Nov	4	" Cash	5 00		
	"	" 1 Bl Flour	425		
	14	" Cash	45 00		
Sept	3	" 3 Bags 7%	950		
	"	" 3 " M. Sub	9 00		
	"	" Freight	55		
Oct	28	" 1 Bag meal	90		
	"	" 1 Can Lard	350		
Dec	5	" Cash	150		
	"	" " "	25		
	14	" " Loan	3128		
	19	" " "	4000		
	23	" " Freight	1305		
	29	" " "	855		
Jan	16	" 50 Bags 7%	20000		
		Amt forward	302457	Amt forward	111637

1896

Statement of J. W. Owens' Account.

	To amt forid	³⁰²⁴⁵⁷ 302457	By Balance	111637
Mar	10 " 25 Bags 7%	10000		
	17 " 20 " "	8000	" Mortgage a/c	200000
April	2 " 15 " "	6000	" Balance Carried	15820
Dec	31 " Cash	1000	to new acct	
		³²⁷⁴⁵⁷ 327457		327457
	To Balance-	15820		

Statement No. 1.

1903 Nov 18th Filed
J. W. Owens etc

1897

Statement of J. W. Owens Account.

1897

Jan	1	To Balance	15820	Jan	21	By Cash	555
	18	" Cash frt	525	Feb	10	" "	528
	20	" 12 Bags 7%	3630		27	" "	1000
	18	" 100 Barrels	1800	Apr.	17	" "	444
	"	" 100 " Covers	150		21	" "	1843
Feb.	1	" Cash	2950		27	" "	684
	2	" 6 Bus Peas	2183		28	" "	395
	9	" 30 Bags 7%	10890	May	4	" "	1496
	11	" 10 Blks Hay	1500		7	" "	478
	20	" Cash	200		"	" "	558
	"	" J. Montague	528		8	" "	1490
	11	" 100 lbs meat	450		11	" "	916
	"	" 50 " sugar	225		"	" "	1324
	26	" Cash	800		14	" "	1193
March	2	" "	600		18	" "	779
Feb	27	" 18 Bags 7%	5445		22	" "	390
March	2	" 10 Hays 1957 lbs.	1467		29	" "	1600
	16	" Cash	3000	June	1	" "	1469
	"	" " A. C. Gilliam	3476		"	" "	1132
	13	" 1 Bbls Flour	525		"	" "	1300
April	2	" 100 lbs meat	473		"	" "	957
	5	" 100 " sugar	486		4	" "	577
	20	" Cash	1500		15	" "	7492
	24	" 3 lbs melon seed	130		17	" "	3869
	30	" Cash	1830		19	" "	20797
May	5	" "	500		21	" "	8539
	7	" "	700		"	" "	11597
Apr	31	" 15 Berry crates, ft + drag.	715		22	" "	12672
May	6	" 3 Bags 7%	900		23	" "	6671
	12	" Cash	2470		26	" "	11306
	22	" "	500		"	" "	368
	12	" mdse	770		29	" "	9050
	18	" "	1285		30	" "	7782
	29	" Cash	3000	July	17	" J. M. Pitt	1260
	24	" 50 Baskets	500	May	25	" Cash	1088
	"	" 150 Barrels	2700		30	" "	1065
	27	" 200 "	3600	June	2	" "	2000
	29	" mdse	3725		17	" "	7912
June	2	" Cash	2500		27	" Roberts + Andrews	8634
	1	" mdse	4875		24	" Cash	6841
	8	" "	2285		28	" "	14783
	11	" Cash	1200		"	" "	10701
	15	" "	3500		29	" "	16876
	22	" "	2200		30	" "	960
		Amt forward	98508			Amt forward	193371

1897 Statement of J. W. Owens' Account. 1898

1897		98508		1898		193371
June	To amt forward	98508		By amt forward		193371
	24 " Cash	2000	July 27	" Cash		253
	15 " 25 1/2 Bl Baskets	250	Aug 13	" "		2500
	24 " 2 Bags milllett seed	653	1899 Jan 5	" "		202
	29 " Cash	2500	1900 May 23	" Winterton & Co		528
July 3	" "	500	June 30	" R. & Andrews		1201
7	" "	225	July 5	" Cash		4420
9	" "	200	10	" "		6734
"	" Mdse	790	12	" "		1977
15	" Cash	600	7	" R. & Andrews		1115
"	" 5 Bls seed Potatoes	500	10	" Sigelow & Co		2013
20	" Mdse	660	"	" " "		2839
23	" "	925	"	" " "		4598
Sept 22	" J. C. Greening	200	13	" Cash		1795
Oct 5	" 3 1/2 tons 7%	12144	"	" " "		1054
1898 Jan 1	" 10 lbs Radish seed	1856	14	" " "		4778
Feb 8	" 60 Bags 7%	17500				279378
14	" 50 " Potato	17500				
23	" 60 " 7%	17500				
8	" 1 double Drag	1500				
March 21	" 6 Bags "Success"	1300				
25	" 20 " Potato	7000				
29	" 12 " 10%	4300				
April 19	" 300 1/2 Bl Baskets	2700				
"	" 50 Berry Crates	1750				
May 21	" Cash	2000				
19	" 100 Oak Barrels	1800				
24	" 50 " "	900				
31	" Freight	1850				
June 9	" 100 Oak Barrels	1800				
15	" Cash	3000				
23	" "	3000				
15	" 100 Oak Barrels 3/4 Drag	1900				
21	" 100 " " "	1875				
22	" 25 1/2 Bl. Bas. Covers	275				
27	" 75 Oak Bls + 100 Covers	1500				
30	" Cash	4000				
July 30	" Interest	1078				
Sept 30	" Cash	1000				
1899 July 5	" 1 Ton Plaster	550				
Aug 5	" 1/2 " Shell Lime	200				
Sept 16	" seed Bill	740				
Dec 12	" Cash	2500				
1900 Jan 26	" "	2500				
		226029				229378

1900

Statement of J. W. Owens, Account.

		Amt. forward	226029	By Amt forward	229378
Jan	15	To 180 Bags 7%	49125		
	26	" 3 " success	625		
Feb	15	" Cash	0000		
	1	" 1 Bag Early + Best Oats	730		
March	10	" Cash	2500		
	27	" 15 Bus. Oats + 15 Bus. Hom.	1345		
April	7	" Cash	3000		
	10	" 10 Bus. Yellow Corn, 5 Bags	515		
	25	" Cash	1500		
May	8	" Corn, oats, Hay, etc	1985		
	15	" 25 1/2 Bbl Baskets	225		
	23	" Cash	3000		
June	2	" Hay, oats, Hominy	1856		
	9	" 500 Dk Bannets	9500		
	22	" Hay, oats, Hominy	1915		
	26	" Cash	2500		
	30	" "	2500		
July	3	" "	2500		
	10	" "	1000		
	9	" Corn, Hay + Bags	2133		
	21	" Cash	2500		
			316983		
July		To Balance due as per note	87605		

Statement No. 2.

1903 Nov 18th Filed

A. J. Gomezcek

Statement of J. W. Owens account.

1900

1901

Aug	1	To 50 Oak Barrels	950	July	6	By Cash	11691
Sept	26	" 4 rolls 3ply roof paper	560	13	"	"	13761
1901 Feb	5	" Cash	1800	"	"	C. C. Brock	160
	7	" "	700	1902 March	31	" 200 + m claim ^{Loss} Potatoes	1397
	22	" 60 Bags 790	17000	June	25	" Cash	10000 37009
Mar.	2	" 36 " Potatoes	10200				
May	14	" Hay, etc.	1030			" Balance -	37466
	29	" 25 Baskets	200				
	25	" 25 lbs. Paris Green	388				
June	9	" 200 Oak Barrels	3800				
	12	" 200 " "	3800				
	25	" 200 Barrel Cans	300				
Aug	28	" Cash	900				
Sept	1	" "	900				
1902 Jan	21	" 3 tons 790	10200				
1903 Feb	9	" Cash	1000				
	2	" 60 Bags 790	17000				
	27	" 12 " 790	3400				
July	28	" A. P. Gomer	347				
			74475				74475
		To Balance due	37466				

Statement No 3.

1903 Nov 18th Filed

L. P. Gomer ckt

Virginia==Clerk's Office of the Circuit Court of Nansemond County.

Office of the Clerk of the

In the Circuit Court of the County of Nansemond, ~~at~~ ^{on} the 27th day of July Term, 1903.

W. H. Jones

trading

as

Jones & Leo

AGAINST

Plaintiff

Action of

Debt-

J. M. Owens

Defendant

Judgment in favor of the Plaintiff...against the Defendant...for the sum of...

four hundred and ninety
seven dollars and
forty cents

\$ 497.40

With interest after the rate of six per centum per annum from

from the 20th day
of June 1903.

Charges of Protest, \$

And the cost of suit, \$ 3.47

until paid.

Homestead Exemption waived

A FIERI FACIAS issued from the Clerk's Office of said Circuit Court on the 27th day of

July

, 1903, returnable to the 3rd Monday in September 1903

directed to the Sheriff of the County of Nansemond, who hath made return thereon in the words and figures following, to wit:

Teste:

, p. q.

C. P. Gomer

, CLERK.

This Judgment was duly docketed in the Clerk's Office of the County Court of the County of Nansemond on the day of , 190.

Judgment Docket No., Page.

, CLERK.

Jones & Co

vs.

} Abstract of Judgment.

J M Owens

"Exhibit A"

Nansemond Circuit Court.

Process Book No....., Page.....

Order Book No....., Page.....

..... Term, 190.....

Execution Book No....., Page.....

Judgment Docket No....., Page.....

County Court.

The Citizens Bank of Norfolk
Va.

\$497. ~~40~~/₁₀₀.

Norfolk Va March 23. 1903.

On June 20/1903. days after date I promise
to pay to the order of Jones & Co Four hundred and ninety
seven ⁴⁰/₁₀₀ Dollars. at The Citizens Bank of Norfolk Va. at Norfolk
Va. without offset for value received and we maker and
endorser hereby waive the benefit of the Homestead
Exemption as to this contract.

No. Due.

9551

J M Owens,

A copy, Teste:

A. L. Gomez Clerk

And I hereby Authorize and ap-
point A P Jones true and lawful
Attorney in fact, for me and in my
name to appear in the Clerk's office
of Hanseman County in the State
of Virginia, in an action of debt to be
brought against me at the suit of the
said Jones & Co on the within note at any
time after the maturity thereof, and
Confess judgment thereon against
me for the Sum of Four hundred &
ninety seven $\frac{40}{100}$ Dollars with interest
thereon from the 23rd day of March 1903
till paid and the Costs of the suit. And
I do hereby release all manner of error
in the entering of said judgment or
any process or proceedings therein.

Witness the following signature
and seal this 23 day of March 1903.

J. W. Owens Seal

Witness

M. A. Gildea.

Jones & Co.

Exhibit B

A copy

Teste:

A. G. Gomerly Clerk

\$.....

Norfolk, Va., ... 189.....

..... days after date promise

to pay to the order of.....

..... Dollars

with.....

without offset, for value received, and we, maker and endorser, hereby waive
the benefit of the Homestead Exemption as to this contract.

All Available Text Successfully Captured

And.....hereby authorize and appoint
.....true and lawful
Attorney in fact, for.....and in.....name
to appear in the Clerk's Office of.....
County, in the State of Virginin, in an action
of debt to be brought against.....at the suit
of the said.....on the
within note at any time after the maturity
thereof, and confess judgment thereon against
.....for the sum of.....
.....Dollars, with interest thereon from the
.....day of....., 189.., till paid,
and the costs of the suit. And.....do hereby
release all manner of error in the entering
said judgment, or any process or proceedings
therein.

Witness the following signature.. and seal..
this.....day of.....189..

..... { SEAL }

..... { SEAL }

Witness:.....

"E. H. B."



This Deed, Made this 11th day of July in the
year one thousand ^{eight} ~~nine~~ hundred and ninety Six between J. W. Owens and
Lillie M. Owens, his wife,

of Nansemond County, Virginia, ~~part~~ of the first part, and
E. E. Holland, chosen as Trustee, of said County & State,

~~of~~ ~~part~~ of the second part—

Witnesseth: That said parties of the first part do grant unto the said party of
the second part, ~~with general warranty,~~ the following property, to wit:

All that certain tract of land, with its appurtenances, situate in the
County of Nansemond, in the State of Virginia, and bounded and described
as follows, to wit: All that certain tract of land in said County and
State, containing One hundred acres, more or less, and bounded by the
lands of Aaron Pruden estate on the South and West, by "Cherry Grove"
farm on the North, and by Chuckatuck Creek on the East and being same
land sold and conveyed to said J. W. Owens by John B. Pinner, Special
Commissioner, by deed duly recorded in Nansemond County ~~Court~~ Clerk's
Office in D. B. No. 23, on page 478.

In Trust, to secure to W. H. JONES, trading as JONES & CO., of Norfolk, Va.,

the payment of the sum of
TWO THOUSAND DOLLARS, evidenced by bond of even date herewith
for that sum, executed by said J. W. Owens and payable to said
Jones & Co., two years after date with legal interest from date
till paid, and waiving the benefit of his exemptions therein.

In the event that default shall be made in the payment of the said debt, principal or any instal-
ment of interest, when due and payable, then the Trustee, on being required so to do by

W. H. Jones, trading as Jones & Co., his
executors, administrators, or assigns, shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale the same
shall be made after first advertising the time, place and terms thereof for
twenty days as said Trustee may deem best,

and upon the following terms, to wit: for cash as to so much of the proceeds as may be necessary to
defray the expenses of executing this trust, including a trustee's commission of five per centum, the fees
for drawing and recording this deed, if then unpaid, and to discharge the amount of money then pay-
able upon the said debt; and if there be any residue of said purchase money the same shall be made
payable at such time, and secured in such manner, as the said part y of the first part his
executors, administrators or assigns shall prescribe and direct, or in case of his failure to
give such direction, at such time and in such manner as the said Trustee shall think fit.

The said part y of the first part covenants S to pay all taxes, assessments, dues and
charges upon the said property hereby conveyed so long as he or his heirs or
assigns shall hold the same; and further covenant S and agree S to keep the buildings on the prop-
erty hereby conveyed insured for the full amount of \$10000 for the further protection of the said
Jones & Co. or assigns; and in the event of his
failure to do so, then the Trustee, or the beneficiary under this deed, may effect or renew such insurance
from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance
premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the
property, if sold, or to be recoverable by all the remedies in law or equity by which the debt aforesaid
may be recoverable.

If no default shall be made in the payment of the said debt or insurance premiums, then, upon the
request of the part y of the first part, a good and sufficient deed of release shall be executed to
him at his own proper cost and charges.

Witness the following signature S and seal S:

J. W. Owens SEAL
Lillie M. Owens SEAL
SEAL
SEAL

STATE OF VIRGINIA,
County of Nansemond } To wit:

I, J. U. Burges, a Notary Public
for the county aforesaid, in the State of Virginia, do certify that J. W. Owens
& Lillie M. Owens, his wife,
whose name are signed to the writing herunto annexed, bearing date the 11th day of
July, 1896, 190, have acknowledged the same before me in my
county aforesaid.

Given under my hand this 11th day of July, 1896, 190

MEMO.—To be acknowledged before a Justice, Notary Public, or Commissioner in Chancery.

J. U. Burges,
Notary Public

"A Copy"

Deed of Trust.

McCueno wife

To

McKee and

Trustee for

Jones & Co

Admitted to Record this

11 day of

July 1896, 190

Recorded D. B.

37 Page 340

"Examined and verified.

Exhibit A, Clerk.

By, D. C.

\$

Tax \$

Fee \$

\$

Printed and for sale at Herald Office, Suffolk, Va.

COUNTY OF Nansemond, To WIT:

In the office of the Clerk of the County Court for the County of Nansemond
the 11th day of July, 1896, 190, this deed was presented, and, with
the certificate annexed, admitted to record.

Teste:

A. P. Homer, Deputy Clerk,

for R. R. Smith Clerk, D. C.

A Copy (made this October 19. 1903)

Teste: J. M. Lawrence D. C.

~~Invocation~~

In the Circuit Court of Nansumond
County -
James M. Owens Plaintiff

vs
H. H. Jones doing business as Jones and
Company, Geo. H. Butts Trustee and C. E.
Holland Trustee Defendants.

It appearing to the Court that Geo. H. Butts
Trustee at the time he made the deposit of the
sum of \$2038.48 in November 1903 in his
name to the credit of this cause, in The Farmers
Bank of Nansumond, took from the Bank
a certificate of deposit, which was by its
terms payable on the return of this certificate;
that Geo. H. Butts Trustee in making up
his account as Trustee before Juv. B. Penner
Commissioner of Accounts, placed the said
certificate before him as a voucher, and that
the Commissioner returned the certificate
of deposit with the account of Geo. H. Butts
Trustee to the Clerk's Office of the Circuit Court of Van
-sumond County. And it further appearing that the decree
entered in this cause on the 6th day of May 1905
directing Geo. H. Butts Trustee to check on the
said fund in favor of H. H. Jones doing business
as Jones and Company or Burroughs and Son.
his Attorneys can not be fully executed

Quens

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Jones & Co. et al.

Enter May 24, 1905
Robert R. Jenkins

The court A. J. Jones
decree. May 23, 1905
Burrington & Co. et al.
for the defendants

Entered in Chy. Order
Book No. 3. Page 657.

without the return of the said certificate to the
Farmer's Bank of Nansumund., the Court
doth order and decree that the Clerk of this
Court deliver the said Certificate of Deposit
to the Farmer's Bank of Nansumund, or
Lee Britt to be delivered to said Bank.

~~To the Clerk of the Court~~ May 24, 1905.
~~Court of Nansumund~~ The Said Butts is
~~to be returned in vacation~~ directed to pay all
accrued taxes on said funds, ~~or~~
~~to retain~~ and to pay the balance
as heretofore directed

In vacation -

In the Circuit Court of Nansmond
County; on the 5th day of May, 1905.

James H. Owens

Plaintiff

H. H. Jones trading as Jones and
Company, Geo. W. Butts Trustee and
E. E. Holland Trustee . . Defendants

This cause came on this day in vacation
by consent of parties by their Attorneys,
Lee Britt and R. H. Rawles for the
Plaintiff, and Burroughs and Boother
for the defendants -

And by the like consent, the Court
doth order and decree, that George W.
Butts Trustee, do check on the fund
deposited by him in the Farmers Bank
of Nansmond, ^{to the credit of this cause} for the sum of Two -
thousand and thirty eight dollars
and forty eight cents (\$2038.48) with
the accrued interest thereon, in favor
of H. H. Jones doing business as Jones and
Company, or Burroughs and Boother his
Attorney.

It is further ordered, that the Plaintiff
pay his own ^{costs}, and that H. H. Jones trading

as, Jones and Company pay the costs of
the defendants incurred in this cause, and
that this suit be dismissed without prej-
-udice to any of the parties

To the clerk of the
Circuit Court of
Nansumma County
Docketed in
Vacations

May 5, 1905.

Robert R. Huntis

Samuel W. Owens
VS

J. H. Jones et al

Decree

Entered May 5, 1905

Robert Mentis

Entered in Chancery
Order Book No 3 Page 647

He consents to this
decree.

Birmingham, Ala.

Atty: for Defendants

Lee Britton et al

R. H. Cawley } For Plaintiff

In the Circuit Court of the County of Nansemond,-

James W. Owens.....Plaintiff,
Vs

W. H. Jones trading as Jones & Co. George W. Butts, Trustee,
and E. E. Holland, Trustee. Defendants.

The Answer of W. H. Jones, trading as Jones & Co. to the Bill
filed in the ^{above} entitled cause:

For Answer thereto, I, say as follows:

- I. It is true as stated in the said Bill that J. W. Owens on the 11th day of July 1896 executed his bond for \$2000.00, payable 2 years after date with interest from date to Jones and Company, and that the said note was secured on the tract of land described in the Bill by Trust deed executed by J. W. Owens and his wife, and that there was a prior deed of Trust on the said land in favor of Mary J. Sullivan.

It is also true, that the said land was sold under this first Trust Deed by Geo. W. Butts, Trustee, at the request of Mary J. Sullivan on the 31st day of August 1903, at the price of \$3510.00, cash, and the Trustee has received the purchase money and executed a deed to the purchaser; and that after paying the costs and expenses of sale, amounting to \$216.53 and the preferred debt of \$1255.00; there is in the hands of Geo. W. Butt, Trustee the sum of \$2038.47, which sum I have demanded of the said Geo. W. Butts, Trustee, under the said Trust deed of the 11th day of July 1896.

- II. The circumstances connected the execution of the said Trust Deed as stated in the said Bill are wholly untrue.

I deny that I approached the said J. W. Owens at that time, or at any other time and proposed to lend him \$2000.00, and offered as an inducement that I could take up the Sullivan loan.

I deny the statement, that the sum of \$2000.00 was to be paid to the plaintiff on the Monday following the execution and delivery of the said bond and deed of Trust; or that Plaintiff ever at any time demanded the payment to him of the said sum of \$2000.00.

I deny that the said bond and deed of Trust is without consideration and void, and that I obtained the same from him with the purpose of defrauding him.

III.

The truth in connection with the said bond and deed of Trust is as follows:

In March 1895 the plaintiff commenced dealing with me, during that year and up to July 1896 I had sold him goods and advanced him moneys and he had made payments, the goods sold and moneys advanced was \$1996.86 and he was entitled a credit of \$1116.37, leaving a balance due me at that time of \$880.27.

The Plaintiff is a trucker, and the years 1895, and 1896 were very unprofitable to him and others- he wished me to make him advances to carry him through another season, and it was agreed between us that the advances would be made, provided he would secure me by Deed of Trust on the farm- it was with this understanding and for the purpose of securing me for what was then due and the advances to be made, that the bond and deed of Trust were executed. A statement of my account with J. W. Owens, herewith filed marked exhibit No. 1 shows the advancements made during the months of July, August, September, October, November, December 1896 and one item January 1897.

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And on the 16th Jan'y 1897 he was indebted to me in the sum of \$2158.20, and the account was closed by crediting the open account with the \$2000.00 mortgage or Trust Deed and the balance due me of \$158.20 was carried to the open account, and a mortgage account of \$2000.00 was opened against him for the \$2000.00 upon which nothing has been paid, principal or interest. This account, Exhibit No. 1 was examined by the Plaintiff in my office when it was closed in January 1897, he made no objection to any items in it, and he could have had a copy of it at any time by asking for it.

Nothing has ever been paid me on the Deed of Trust and bond either principal or interest and the whole of it is now due, the consideration of the said bond, is the items of the said account all of which are correct, and none have been disputed by the plaintiff, a part of which were furnished the plaintiff between March 28, 1895 and July 11, 1896- and the residue between July 11, 1896 and January 16, 1897: the plaintiff well knows, that the purpose of the execution of the said bond and deed of Trust was to secure the amount then due me, and the amounts to be advanced and which were advanced as appears by the said account at the times and in the amounts specified.

The story now set up in the Bill, that I solicited him to be allowed to make the loan of \$2000.00, which was to be paid him on the following Monday, that he demanded its payment, and that I thus defrauded him is purely fictitious. The plaintiff was hard pressed for money, he owed me \$880.27, he had no means with which to carry on his farm for the coming season, and I agreed to wait ^{for what} was due and make additional advances for the coming season, if he would execute the bond for \$2000.00 and the deed of Trust, giving him two years in which to pay it. I kept my part of the contract, furnished the additional amount to make up the \$2000.00 at the times specified in Exhibit No. 1. the plaintiff has never paid a cent on the \$2000.00 debt, and now claims I have defrauded him.

III. When the account in Exhibit No. 1. was closed by crediting the plaintiff with the \$2000.00 secured by bond and deed of Trust leaving balance due me of \$158.20- I opened a new account with the plaintiff commencing with the item of \$158.20.

The plaintiff continued to deal with me from Jan'y 18, 1897 down to July 31, 1900, receiving advances of goods and money, and making payments on account, as shewn by Exhibit No. 2. herewith filed; on this new account he owed me at the latter date the sum of \$876.05, a copy of this account was given the plaintiff and on it was a statement in writing, that the account did not include the amount due on the bond and deed of Trust, but that it was for items, as shown by the account since he had been credited with the \$2000.00 secured by deed of Trust, as shown in Exhibit No. 1. On the 11th day of August, 1900 this account in Exhibit No. 2 was closed by the plaintiff giving his note for \$876.05.

After this the plaintiff continued to deal with me, and on the 26th of July 1903 he was indebted to me by open account for goods sold and moneys advanced since the giving of the note of \$876.05 - in the sum of \$374.66. the items of which appear in Exhibit No. 3. herewith filed.

There is now due me by the plaintiff the \$2000.00 with interest from July 11, 1896; the sum of \$876.05 with interest from August 11, 1900, and the sum of \$374.66 with interest from July 1903.

During this period of over 7 years from the execution of the Deed of Trust and bond of \$2000.00, there has been continuous dealing between the plaintiff and myself as is evidenced by the items of the accounts herewith filed as Exhibits No. 1, 2 and 3, and at no time in that period has the plaintiff intimated to me, even, anything in connection with our dealings, contrary to the statement here made by me.

These Exhibits 1, 2, and 3 are copies from my books, the entries were made in the usual course of business, at the times the moneys were advanced, or goods purchased, and the credits given were made in the same manner.

IV. The plaintiff claims, that through some hypnotic influence which I have exerted over him, he has acquired the "unfortunate and inexcusable" habit for years past, of signing in blank, notes with power of Attorney on the back thereof, and delivering the same, sometimes in large numbers to me, for my accommodation at my request.

It may be that the plaintiff is under the hypnotic influence of some evil spirit, for he certainly has acquired the unfortunate and inexcusable habit of not telling the truth, and making wild and fictitious statements in place of the plain and naked truth.

The plain statement as to notes given me by the plaintiff is this; in 1900 he gave me his note for \$876.05 the balance due me as shown by Exhibit No. 2., on the back of that note is a Power of Attorney to confess judgement, when the note became due it was not paid, the time was extended and the note renewed not in one note, but in several notes, one of which was the note for 497.40 due June 20, 1903.

In 1903 the plaintiff was indebted to me in the sum of about \$4247.00, the season had been a prosperous one for truckers, the plaintiff had made no payment to me since June 1902. I demanded of him some payment on account of the amount due me, and when he refused, or failed to make payment I took judgement on the said note for \$497.40 and directed execution to issue; the said note is valid, and was given for a valuable consideration the goods sold and moneys advanced in Exhibit No. 2. and when paid I will give the plaintiff credit for the amount so paid.

The charge that the judgement was obtained through fraud is absolutely untrue; as is the allegation that the plaintiff did not sign the said note and the Power of Attorney on the back of it; the judgement is valid one, and obtained in the mode prescribed by law - the printed Power of Attorney on the back of the note is perfectly plain, its object and purpose is obvious to any one of moderate intelligence, to enable me to take judgement for the amount whenever I desired to do so.

V. The sum of \$2033.43 in the hands of Geo. W. Butts, Trustee, ought to have paid to me, so soon as the first deed of Trust due Mrs. Sullivan was paid, and I demanded payment thereof on the 17th of September 1903, payment was refused, although the plaintiff had not even asked for an injunction, upon the ground this suit had been brought on the 12th of September returnable to First Rules in October 1903, the Bill was not filed at those Rules, or at the Second Rules in October, and was only filed on the 4th of November 1903; the last day of the third Rules after suit was brought. By this long delay I was prevented from giving a prompt answer to the tissue of fictions alleged in the

in the Bill; and this sum of \$2038.48 which ought to have been paid to me on the 24th of September 1903 is retained by the said Geo. W. Butts, Trustee, without security. I ask that the plaintiff may be required to give Injunction Bond with surety deemed sufficient to protect me from costs and damages in case this suit is decided against him; and in the event of his failing to give such bond in a time to be fixed by the Court; that Geo. W. Butts, trustee, may be directed to pay the said sum of \$2038.48 to me upon my entering into bond in the penalty of \$3000.00 with sufficient surety conditioned to abide by and perform the judgement of the Court in this case.

And if the Court is of opinion that I am not entitled to such relief, then that the said Geo. W. Butts may be required to deposit the said sum of \$2038.48 in the Farmer's Bank of Nansmond to the credit of this cause, carrying interest.

And now fully answered the said Bill, I ask that the said sum of \$2038.48 may be paid me and credited on the sum due me by the plaintiff, and that I may have a decree against the plaintiff for the balance due me, with my costs expended in this suit.

W. H. Jones
doing business as
Jones & Co

J. W. Owens

vs

H. H. Jones and
others;

Answer of H. H. Jones
doing business as
Jones & Co.

1903 Nov 18th Filed

BRUCE SIMMONS
Attorney-at-Law,
Norfolk, Va.

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND-

James W. Owens-----Plaintiff-----

)
VS) --In Chancery--
)

W.H. Jones trading as Jones & Co.,
George W. Butts, ^{trustee} and E.E. Holland, Trustee;-----Defendants-----

To the Honorable Robert R. Prentiss, Judge of the said Court:-

Your orator, James W. Owens, humbly complaining, shows to the Court the following case:-

That sometime prior to July II, 1896, or thereabout, W.H. Jones, doing business as Jones & Co., in the City of Norfolk, Virginia, defendant in this cause, approached your orator, and offered to lend him the sum of two thousand dollars, on two years time, and requested your orator to give a deed of trust on that certain farm situate in Chuckatuck Magisterial District, in the County of Nansemond and State of Virginia, containing one hundred acres, more or less, and bounded by the lands of the Aaron Pruden Estate, on the South and West, by "Cherry Grove" farm on the North, and by Chuckatuck Creek on the East,--being the farm ~~owned~~ then owned in fee simple and occupied by your orator, upon which farm there was a lien to secure to Mary J. Sullivan the sum of one thousand dollars hereinafter referred to in this bill.

That your orator trusting and believing then that the said W.H. Jones, as Jones & Co., was acting in good faith in making the said offer, and needing money to carry on his business more satisfactorily, though not pressed by need of money, and it being suggested by said Jones that he could take up the Sullivan lien, accepted the said offer, and in accordance with the request of the said W.H. Jones, as Jones & Co., went with his, your orator's wife, to the office of E.E. Holland, in Suffolk, Virginia, for the purpose of having a deed of trust executed conveying the said property to secure the payment of the promised loan of \$2000.00 from the said W. H. Jones, as Jones & Co. That your orator and his wife went to the said office on, or about, July II, 1896, and still believ-

ing that the said W.H.Jones, as Jones & Co., was acting in good faith and honesty of purpose towards him, your orator signed and acknowledged a deed of trust conveying the said tract of land to E.E.Holland, in trust to secure the payment of a certain bond for said sum of \$2000.00, with legal interest thereon, until paid, from date, to the said W.H.Jones, as Jones & Co., two years after date, which bond evidencing the said proposed loan, was signed by your orator at the request of the said W.H.Jones, as Jones & Co.

That the said deed of trust was signed and acknowledged by your orator's wife, thereby releasing her dower interest in the said land to the extent of such proposed lien.

That your orator, not knowing the standing and character of the said W.H.Jones as he has since learned them, and still believing that he, as Jones & Co., was acting in good faith and honesty of purpose, delivered to E.E.Holland, attorney of said Jones & Co., the completed deed of trust and bond purporting to evidence a debt of \$2000.00 owing to said W.H.Jones, as Jones & Co., by your orator, secured by said paper purporting to be a deed of trust conveying the said land to secure the payment of the alleged bond (a copy of which deed of trust is herewith filed ^{marked "Exhibit A"} and prayed to be read as a part of this bill).

That after the execution and delivery of the said papers as aforesaid, your orator requested and demanded of the said W.H.Jones, as Jones & Co., at the time hereinafter stated, the payment and delivery of the said amount of \$2000.00, which was to be paid to your orator by the said W.H.Jones, as Jones & Co., on the Monday following the execution ^{of the said bond and deed of trust} and delivery, in the City of Norfolk, at the place of business of the said Jones & Co., in accordance with their agreement, which request and demand the said W.H.Jones, as Jones & Co., wholly failed to observe and carry out, in accordance with his promise and agreement, and failed to pay to your orator

the said sum of money, when demanded, and that neither the said sum of money nor any part thereof, constituting the said proposed loan has been since paid, although repeated demands have been made by your orator on the said W.H. Jones, as Jones & Co., for payment thereof.

That your orator charges and alleges that the said bond is without consideration deemed valuable in law, or any consideration, and that the said deed of trust is without effect, and null and void, and that the said W.H. Jones, as Jones & Co., obtained the same from your orator with the purpose of defrauding him.

That the said W.H. Jones, as Jones & Co., has held the said bond and deed of trust since their execution and delivery, to this date, and still holds the same, and that he has had the said deed of trust recorded in the Clerk's Office of Nansemond County Court, and still refuses to cancel the said bond and release the said deed of trust, though he has promised to do so for your orator.

Your orator admits and states that he has had the unfortunate and inexcusable habit, through the influence of the said W.H. Jones over him, irresistible in some, to your orator, unaccountable way, for years past, of signing in blank notes, with power of attorney on the back thereof, and delivering the same, sometimes in large numbers, to the said W.H. Jones, as Jones & Co., for his accommodation, at the request of the said W.H. Jones, he stating that the same should never come against your orator for payment in any amount (one of which forms taken from a number sent to your orator by the said W.H. Jones for your orator's signature and to be returned to the said Jones is herewith filed, ^{marked Exhibit B} and made a part hereof).

That such forms signed and returned by your orator to the said W.H. Jones in large numbers, during the past years, without thought on the part of your orator, and simply

becasue the said W.H.Jones directed him so to do ,were without consideration deemed valuable in law,or consideration in any form.

That there is now upon the Judgment Docket in the Clerks' Office of the County Court of Nansemond County a judgment entered in favor of the said W.H.Jones,as Jones&Co.against your orator for the sum of \$497.40,with interest thereon from June 20,1903,until paid, and costs *which your party and is claimed by the said W.H.Jones as a lien upon the said land, and the proceeds from the sale thereof* of \$3.47(a copy of which record including the abstract of judgment and note upon which the said judgment was issued and docketed is herwith filed, *marked "Exhibit Court H."* and prayed to be read as a part of this bill),and your orator specially prays that the court will inspect and examine the original paper, upon which the said judgment was issued.

Your orator charges and alleges that the said judgment was secured through the fraud of the said W.H.Jones,as Jones&Co.perpetrated on your orator, *and that the said judgment is not a lien on the said land, or on the proceeds from the sale thereof*

That he did not owe the said W.H.Jones,as Jones&Co., or in any other style of name, such an amount as stated ^{such} in the original of, alleged note, or any part thereof, that he never signed such alleged obligation, and that he never knew or heard of the existence of such note or the alleged judgment said to be confessed thereon against your orator, until sometime after the alleged judgment was entered on the said Judgment Docket, and the sheriff of this county called at your orator's home on the said farm to levy an execution issued on the said alleged judgment.

That your orator denies that he ever executed such note, as described, or authorized any person to confess such alleged judgment against him in favor of said Jones&Co, and avers that the said alleged note is without consideration deemed valuable in law, or in fact any form of consideration. That the said alleged ^{judgment} has not been assigned or transferred to any other, ^{person} but that the same is now held by the said W.H.

Jones, as Jones & Co. That in the year 1894, your orator and wife conveyed the said tract of land to George W. Butts, in trust to secure the payment of a certain bond for \$1000.00, with interest thereon from date, until paid, executed by your orator and made payable to Mary J. Sullivan.

That in default in the payment of the said bond, and, in accordance with her instruction, the said George W. Butts, Trustee, advertised the said property for sale on the 31 day of August 1903, at 11.30 A.M., in front of the Post-Office, in Suffolk, Virginia, under authority of said deed of trust, and that on the said day, the said George W. Butts, Trustee, sold the said land at public auction to Mrs. Eugenia D. Gale, she being the highest bidder therefor, for the sum of \$3510, cash, which amount was subsequently paid to the said George W. Butts, Trustee, by the said purchaser.

That the said George W. Butts, Trustee, conveyed the said land to the purchaser by deed dated the ____ day of September 1903, and duly recorded in the Clerk's Office of Nansemond County Court. That the said Trustee, George W. Butts, after paying the costs and expenses of said sale, and the amount due to the said Mary J. Sullivan on her bond, had in hand the sum of \$2038.48, as the balance of the trust fund from the said sale, of which amount, so in his hands, the said Trustee notified the said W. H. Jones, as Jones & Co., and your orator.

That your orator made demand upon the said George W. Butts, Trustee, for the said sum of \$2038.48, alleging that he, your orator, was entitled to the same, which demand the said Trustee refused to observe, and declined to pay and deliver to your orator the said sum of money.

Your orator is informed and alleges that the said W. H. Jones made demand upon the said Trustee for the said money, which demand was also refused, and the said Trustee declined to pay the money, aforesaid, in his hands to any one until

he was directed by the Court how to properly pay out the same.

In tender consideration whereof, and forasmuch as your orator is remediless save in a court of equity, where such matters are properly cognizable and relievable, he prays that the said W.H. Jones, as Jones & Co., E.E. Holland Trustee, and George W. Butts, Trustee, be made parties, defendants, to this cause, and required to answer this bill, but answer under oath is hereby waived; that all proper process issue; that the said bond and deed of trust be declared void and of no effect, and that the said W.H. Jones, as Jones & Co., be required and ordered to deliver the same to your orator to be cancelled and annulled; that the said judgment be annulled and declared void in law; and that the alleged liens thereof on the proceeds from the sale of the said land be released; that the said Trustee, George W. Butts, be directed to pay to your orator the money now in hands as such Trustee, after the payment of all proper costs and expenses incurred in these proceedings; that all proper orders and decrees be entered, and all such other, further and general relief may be given and granted to your orator as to equity may seem just, right and proper.

And your orator will ever pray &c:

Rawley Britt

Counsel for Complainant-

James W. Owens

State of Virginia,

County of Nansemond, To Wit:-

I, R. H. Rawles, a notary public in and for the County of Nansemond, in the State of Virginia, hereby certify that James W. Owens personally appeared before me, in my county aforesaid, and made oath that the allegations contained in the foregoing bill, which he makes of his own knowledge are true, and that all other matters therein stated he believes to be true.

1907.

My commission as notary expires on the ^{28th} day of January
Given under my hand this 2nd day of November 1903.

R. H. Rawles.

Notary Public.

James W Owens
vs } Bill
Jones & Co.

1903 Nov 4th Filed
J. L. Gomez

James M Owens
vs In Chancery
Jones & Company

1903 Sept 12th Process issued returnable
to October Rules first-
Monday.

" Octo 5th Process returned executed

" Nov 1st Rules Bill filed and decree
nisi against defendants

" " 16th Decree nisi confirmed
and cause set for hearing.

James M Owens
vs

Jones & Co

Chauncy Notes

Rawles & Britt pg

James M Owens
vs In Chancery
Jones & Co.

1905

May 5th
Final Decree.

Costs

Appl. Gch	3.30
RRS "	2.27
Tax	1.50
Shff.	1.00
Surg. Prof.	.50
Alty	15.00
	\$23.57

Debt

Appl. Gch	60
RRS	36
	96

50 c for
Surg. of Hopok
relined to
Lu B. W.