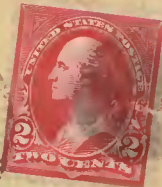


1909-072
Nansemond Co (Suffolk)

Chancery Causes: Mary MacRae Pinner etc vs Robert R. Prentiss, trst

THE HERALD

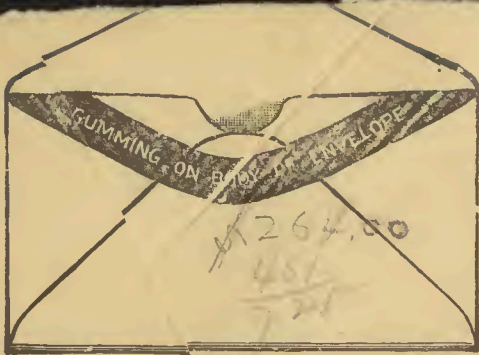
SUFFOLK, VA.



Mr M F Pinner

Chatham

va



DON'T

You know that when you lick the gum off your Envelope you remove that which was put there to stay? Then why not

LICK

Clean, smooth paper, and get rid of that sickening taste which is always experienced after licking

THE GUM

off the old-fashioned Envelopes? Besides, it is unwholesome, very disagreeable, does not easily come

OFF YOUR

tongue, or the idea of its uncleanness is not removed. We have introduced the Perfection

ENVELOPE

Gummed in the proper place, filling a long-felt want, and which will not cost you

ANY MORE

than you are now paying for the privilege of licking the gum off the old style Envelopes.

THE HERALD, SUFFOLK, VA.

Robert R Prentiss Trustee & others

1895

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

Decr 17th

~~Fees~~ and Clerk Fees in ~~suit~~ Copying Bill by

Order of J F Crocker
Copies of Exhibits "A" "B" & "C" Ea 50¢

\$ 3.00
1.50
\$ 4.50 Clerk

COUNTY OFFICERS.

HON. ROBERT R. PRENTIS...Judge of Circuit Court
 HON. WILBUR J. KILBY.....Judge of County Court
 A. P. COMER.....Clerk of Circuit Court
 R. R. SMITH.....Clerk of County Court
 E. E. HOLLAND.....Commonwealth's Attorney
 A. H. BAKER.....Sheriff
 SYDNEY T. ELLIS.....County Treasurer

Clerk's Office

Nansemond County.

Suffolk, Va., Dec 16 1895

Dear Sir

Please give me a copy
 of the bill with the rights
 first in the suit of Person
 at the of Person's interest
 as above.

To clerk of
 in T. J. H. H. H.
 P. d.

Pinner vs Prentiss Trustee			
AP Gomer Clerk			\$8.43
" "	" Copying Declaration		3.00
	County Clerk		1.50
Paid AP Gomer Clerk			12.93
	Sheriff	pd	1.00
	Day	pd	1.50
Attorney J Flewcker		pd	15.00
Suffolk Herald.		pd	16.25
Paid AP Pinner.	LN Phillips NP		7.00
			53.68
Prof Flewcker.	Sheriff taking Deposition		1.00
			54.68
			1.50
			<u>\$53.18</u>

POSTAL CARD - ONE CENT.

United States of America

THIS SIDE IS FOR THE ADDRESS ONLY.



Mr. A. P. Homer

Ch. Cir. Ct.

Suffolk Co. Va.

Dear Sir,

In case any answer
plea or other paper is filed
by Defendants or either of
them in suit of
Pinner et. al.

Yrs

Pinner's trustee et. al.

Please let me have
a copy of same at
your first convenience.

Yours truly
W. S. Hallard

Windsor Va
Dec 28th / 85

TRANSIENT ADVERTISEMENTS and SUB-
SCRIPTIONS PAYABLE in Advance.
ANNUAL ADVERTISERS Required to Set-
tle Quarterly.
JOB WORK, Cash on Delivery.

Suffolk, Va., March 1896

THE SUFFOLK HERALD

BOOK AND JOB PRINTING ESTABLISHMENT

J. E. BOOKER, Proprietor

Printed for

Mrs Mary M Pinner & M F Pinner

1896

Jan 10

To

Pubg Chancery Notice

Pinner & vs RR Ponty Justice
4 1/2 inches — 4 weeks

\$ 8.00

VIRGINIA.—AT RULES HELD IN
the Clerk's office of the Circuit Court
for the county of Nansemond, on Monday,
the 6th day of January, A. D. 1896.—

Mary MacRae Pinner and Millard F. Pin-
ner, her husband.. ..Complainants,

Robert R. Prentiss, trustee; Arthur J. Pin-
ner and Julia Agnes Pinner...Defendants.

IN CHANCERY.

The object of this suit is to enjoin and
restrain the defendants from selling or at-
tempting to sell the land in the bill men-
tioned till the further order of Court; to
purge the debt or loan in the bill men-
tioned of usury; to ascertain the balance,
if any, now due and payable to the defend-
ants and to whom the same should be paid;
to define the title to the lands in the bill
mentioned and to remove any cloud rest-
ing thereon; and generally to construe
the trust in the bill and proceedings men-
tioned.

And it appearing according to law that
the defendants Julia Agnes Pinner and
Arthur J. Pinner are not residents of the
State of Virginia, these said defendants
are required to appear, within fifteen days
after due publication of this order, in the
Clerk's office of our said court, at rules
to be holden therefor, and do what is
necessary to protect their interest. And
it is ordered that a copy of this order be
forthwith published in the SUFFOLK HER-
ALD, a newspaper published in the said
county of Nansemond, and be posted at
the front door of the Courthouse of our
county on the first day of the next County
Court for said county after the date hereof.

A copy—Teste:

A. P. GOMER, Clerk.
W. S. HOLLAND, p. q.

ja10-4t

825
800

1625

Ans

TRANSIENT ADVERTISEMENTS AND SUB-
SCRIPTIONS PAYABLE in Advance.
ANNUAL ADVERTISERS Required to Set-
tle Quarterly.
JOB WORK, Cash on Delivery.

Suffolk, Va., March 1896

THE SUFFOLK HERALD

BOOK AND JOB PRINTING ESTABLISHMENT

J. E. BOOKER, Proprietor

Printed for

W. S. Holland Atty Gen
M. F. Pinner

1896

Jan 10 To Publishing Chancery Notice
Pinner vs. W. S. Pinner
4 1/4 inches 4 weeks

~~8.00~~

VIRGINIA—AT RULES HELD IN
the Clerk's office of the Circuit Court
for the county of Nansemond, on Monday,
the 6th day of January, A. D. 1896—
Mary MacRae Pinner and Millard F. Pin-
ner, her husband.....COMPLAINANTS,
AGAINST
Robert R. Prentiss, trustee; Arthur J. Pin-
ner and Julia Agnes Pinner.....DEFENDANTS.

IN CHANCERY.

The object of this suit is to enjoin and restrain the defendants from selling or attempting to sell the land in the bill mentioned till the further order of Court; to purge the debt or loan in the bill mentioned of usury; to ascertain the balance, if any, now due and payable to the defendants and to whom the same should be paid; to define the title to the lands in the bill mentioned and to remove any cloud resting thereon; and generally to construe the trust in the bill and proceedings mentioned.

And it appearing according to law that the defendants Julia Agnes Pinner and Arthur J. Pinner are not residents of the State of Virginia, these said defendants are required to appear, within fifteen days after due publication of this order, in the Clerk's office of our said court, at rules to be holden therefor, and do what is necessary to protect their interest. And it is ordered that a copy of this order be forthwith published in the SUFFOLK HERALD, a newspaper published in the said county of Nansemond, and be posted at the front door of the Courthouse of our county on the first day of the next County Court for said county after the date hereof.

A copy—Teste:

A. P. GOMER, Clerk,
ja10-4t
W. S. HOLLAND, p. q.

adrg for RR Prints Mules
and to — 8.25

TRANSIENT ADVERTISEMENTS and SUB-
SCRIPTIONS PAYABLE in Advance.
ANNUAL ADVERTISERS Required to Set-
tle Quarterly.
JOB WORK, Cash on Delivery.

Suffolk, Va.,

189

THE SUFFOLK HERALD

BOOK AND JOB PRINTING ESTABLISHMENT

J. E. BOOKER, Proprietor

Printed for

Judge D R Prater

Justice

1895

Och

11 To Printing 100 Dec Notice of
Sale of "Pembroke" Farm

75

18 " Advertising Sale of farm
in Herald 7 weeks - 2 1/2 inch

750

~~8.25~~

M M & M F Pinner

COUNTY OFFICERS.

HON. ROBERT R. PRENTIS...Judge of Circuit Court
HON. WILBUR J. KILBY...Judge of County Court
A. P. GOMER...Clerk of Circuit Court
R. R. SMITH...Clerk of County Court
E. E. HOLLAND...Commonwealth's Attorney
A. H. BAKER...Sheriff
SYDNEY T. ELLIS...County Treasurer

Clerk's Office

Nansemond County.

Suffolk, Va., 189

VIRGINIA--AT RULES HELD IN
the Clerk's office of the Circuit Court
for the county of Nansemond, on Monday,
the 6th day of January, A. D. 1896--

Mary MacRae Pinner and Millard F. Pinner,
her husband.. ..Complainants,
AGAINST

Robert R. Prentis, trustee; Arthur J. Pinner
and Julia Agnes Pinner...Defendants.

IN CHANCERY.

The object of this suit is to enjoin and restrain the defendants from selling or attempting to sell the land in the bill mentioned till the further order of Court; to purge the debt or loan in the bill mentioned of usury; to ascertain the balance, if any, now due and payable to the defendants and to whom the same should be paid; to define the title to the lands in the bill mentioned and to remove any cloud resting thereon; and generally to construe the trust in the bill and proceedings mentioned.

And it appearing according to law that the defendants Julia Agnes Pinner and Arthur J. Pinner are not residents of the State of Virginia, these said defendants are required to appear, within fifteen days after due publication of this order, in the Clerk's office of our said court, at rules to be holden therefor, and do what is necessary to protect their interest. And it is ordered that a copy of this order be forthwith published in the SUFFOLK HERALD, a newspaper published in the said county of Nansemond, and be posted at the front door of the Courthouse of our county on the first day of the next County Court for said county after the date hereof.

A copy--Teste:

A. P. GOMER, Clerk.
W. S. HOLLAND, p. q. ja10-4t

I A P Gomer Clerk of the Circuit of Nansemond
County do certify that above order of Publication was
posted at the front door of the Courthouse of Nansemond
County on Monday the 13th day of January 1896 (being
the first day of the January term of the County Court of
said County.
Jan'y 13/96
Teste: A P Gomer Clerk

COURTS:
Isle of Wight, Nansemond
and Southampton.

LAW OFFICE
— OF —
W. S. MOLLAND.

Windsor Station, Va., Dec. 11th 1895

Mr. A. P. Gomer Esq &c

Dear Sir,

Enclosed I send you
a bill, exhibits and an injunction order.
The plaintiff will be in to see you
to-day agreeably to promise. Let
her pay writ Tax, pursuant to the rule
returnable to second Dec. Rules 1895—
and if defendants cannot be found will
want order publication after the
sheriff makes his return.

Truly yours
W. S. Molland Esq.

Ch. Cir. Court Tarrant Co. Va

Henry Mackay Pinner & Millard F. Pinner her h's &c
75

Robert R. Hunt's trustee, Arthur J. Pinner & Julia Agnes Pinner
sum in Chancery to 2 Dec. Rules 1895—

Tax \$1.50 pd.

W. S. Molland Esq.

COURTS:
Isle of Wight, Nansemond
and Southampton.

LAW OFFICE
— OF —
W. S. MOLLAND.

Windsor Station, Va., Dec 28th 1895

Mr. Rorer

Dear Sir,

Enclosed I send the copy of an order
I think will suit the law. I follow Mr. Miners
for me. I suppose Mr. Pinner will arrange with
Herald as to pay.

I think it will be best to wait till next
Rule Day, hence the date.

Yours Truly
W. S. Molland

$$\begin{array}{r}
 4000 \\
 24000 \\
 \hline
 1200 \\
 40 \\
 \hline
 5200 \\
 400
 \end{array}$$

The object of this suit is to construe
the title of Certain Lands in Nauset
County ~~and~~ ^{to} introduced in a deed of trust - ex-
ecuted by Hampden Pinner and Eva L Pinner
his wife Melaid J Pinner and Mary MacRae
Pinner his wife to Robert R Prentiss trustee
dated Jan 18th 1884 Recd Jan 19/84 in Dk M 23
P. 92 to secure to Arthur J Pinner the sum
of twenty five hundred dollars payable one
year after the death of Julia Agnes Pinner until
her ^{is} maturity, to Julia Agnes Pinner
the annuity of \$172 per annum payable quarterly
as specified in ^{the} said conveyance from Julia
Agnes Pinner to Arthur J Pinner Dk No 12 Page
78 ~~and~~ also to secure to Arthur J Pinner the
sum of \$172 payable quarterly in equal
installments on the 15th day of Jan, Apr, July
& Oct within the year succeeding the death
of said Julia Agnes Pinner. and also that
an account may be taken, stated and
reported to Court showing what has been
paid on said deed of trust and the balance
remaining unpaid and to whom said balance
shall be paid.

And it appearing by Affidavit that the
defendants Arthur J Pinner and Julia Agnes
Pinner are not residents of this State, it
is ordered that the said non resident defendants are
hereby required to appear here within 15 days after the
due publication of this Order and do what is
necessary to protect their interests.

The object of this sect - to constitute the
title to ^{Certain} ~~the~~ land, mentioned in a deed of
trust -

COURTS:
Isle of Wight, Nansemond
and Southampton.

LAW OFFICE
— OF —
W. S. MOLLAND.

WINDSOR STATION, VA., Dec 23, 1895

Mr M.F.Pinner,

Dear Sir,

If you have had no notice of any motion to dissolve in that case you should go to Suffolk to see the clerk of the court and ask him for an order of publication and carry it to one of the papers in town and have it published. Do not fail to do so this week as that might be some excuse for the other side. Be sure to go in person as Mr Gomer might want an affidavit, but if he wants such an affidavit tell him the bill contains the affidavit, and besides the return of "No inhabitant" I believe is sufficient for the order. He will issue and you have published. Let the money for the note come as it will be due on Wednesday. It is no bank note and there is no grace on it.

Yours Truly,

W. S. Molland

V I R G I N I A:

In Chancery:

At rules held in the clerk,s office of the Circuit Court of Nansemond county on Monday, January 6th 1896.

Pinner et als.

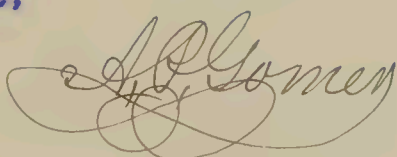
vs

Pinner,s Trustee et als.

The object of this suit is to enjoin and restrain the defendants from selling or attempting to sell the land in the bill mentioned till the further order of court; to purge the debt or loan in the bill mentioned of usury; to ascertain the balance, if any, now due and payable to the defendants and to whom the same should be paid; to define the title to the lands in the bill mentioned and to remove any cloud resting thereon; and, generally to construe the trust in the bill and proceedings mentioned.

And it appearing according to law that the defendants Julia Agnes Pinner and Arthur J. Pinner are not residents of the state of Virginia, these said defendants are required to appear within fifteen days after due publication of this order, in the clerk,s office of our said court, at rules to be holden therefor, and do what is necessary to protect their interest. And it is ordered that a copy of this order be forthwith published in the Suffolk Herald, a news-paper published in the said county of Nansemond, and be posted at the front door of the court house of our county on the first day of the next county court for said county after the date hereof.

Teste,



Clerk.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

Robert R Prentiss
Trustee Arthur J Pinner & Julia Agnes
Pinner

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the *Third* Monday in *December 1895*, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *Mary MacRae Pinner & Millard*
J. Pinner her husband

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *12th* day of
December, 189*5*, in the 12*0*th year of the Commonwealth.

A copy—Teste:

A. P. Gomer, CLERK.

Teste:

A. P. Gomer, CLERK.

Memo.

On motion of the plaintiffs by attorney, and for good cause shown an injunction is awarded the plaintiffs enjoining and restraining the defendants their agents and attorneys from selling or further proceeding to sell the real estate in the bill and exhibits described till the further order of the Court, but before this injunction shall take effect the plaintiff Mary MacRae Pinner or some one for her shall enter into bond before the Clerk of this ~~Court~~ Circuit Court of the County of Nansemond in the penalty of \$500 - with security by the said Clerk deemed sufficient, payable and Conditioned according to law.

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

William Bruce Martin
Judge of the Court of Law
and Chancery of the City of
Norfolk.

A Copy Teste: *A. P. Gomer* Clerk.

I *A. P. Gomer* Clerk of the Circuit Court of Nansemond County do hereby Certify that the ~~above~~ bond required by the above order has been given with security deemed sufficient by me.

Teste: *A. P. Gomer* Clerk

WS Holland p. q.

A copy for
Arthur J. Pinner

In Chancery.

1895

December Rules.

Third Monday.

Nansemond Circuit Court.

Process Book No. 21

Page 126.

Not found

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

Robert R Prentiss trustee
Arthur J Pinner & Julia Agnes Pinner

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the *Third* Monday in *December 1895*, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *Mary MacRae Pinner & Millard*
J Pinner her husband

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *12th* day of
December, 189*5*, in the 12*0*-th year of the Commonwealth.

A copy—Teste:

A. P. Gomer, CLERK.

Teste:

A. P. Gomer, CLERK.

Memo.

On Motion of the plaintiffs by attorney and for good Cause shown an injunction is awarded the plaintiffs enjoining and restraining the defendants their agents and attorneys from selling or further proceeding to sell the real estate in the bill and exhibits described till the further order of the Court, but before this injunction shall take effect the plaintiff Mary MacRae Pinner or some one for her shall enter into bond before the Clerk of this Circuit Court of the County of Nansemond in the penalty of \$500- with security by the said Clerk deemed sufficient, payable and Conditioned according to law.

William Bruce Martin
Judge of the Court of Law and
Chancery of the City of Norfolk

To the Clerk of the Circuit
Court of Nansemond County.

A Copy Teste: A. P. Gorner Clerk.

I A. P. Gorner 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. Gorner Clerk

W. S. Halland p. q.

A copy for
Julia Agnes Pinner

vs. } In Chancery.

1895-

December Rules.

Third Monday.

Nansemond Circuit Court.

Process Book No. 2

Page 126

Not found

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

Robert R Prentiss
Trustee, *Arthur J Pinner & Julia Agnes*
Pinner

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the *Third* Monday in *December 1895*, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *Mary MacRae Pinner & Miland*
S Pinner her husband

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *12th* day of
December, 189*5*, in the 120th year of the Commonwealth.

A copy—Teste:

Teste:

, CLERK.

, CLERK.

Memo.

On motion of the Plaintiffs, by attorney, and for good cause shown an injunction is awarded the plaintiffs enjoining and restraining the defendants, their agents and attorneys from selling or further proceeding to sell the real estate in the bill and exhibits described till the further order of the Court, but before this injunction shall take effect the plaintiff Mary MacRae Pinner or some one for her shall enter into bond before the Clerk of this Circuit-Court of the County of Nansemond in the penalty of \$500. with security by the said Clerk deemed sufficient, payable and Conditioned according to law.

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

William Bruce Martin
Judge of the Court of Law
and Chancery of the City of Norfolk

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

W. S. Halland p. q.

Mary MacRae Pinner
& Willard F. Pinner

vs. In Chancery.

Robert R. Penteris

Trustee & others

1895

December Rules.

Third Monday.

Nansemond Circuit Court.

Process Book No. 2

Page 126

Copied this the 12th day of December 1895
by delivering a true copy of the within process to
Robert R. Penteris Trustee in person, the within named
Arthur J. Pinner and Julia Agnes Pinner are not
found in my County.
A. P. Gomer Clerk
For A. P. Gomer Clerk

Know All Men by These Presents, That we *Mary MacRae Pinner Mellara F Pinner Elizabeth S MacRae and Nathaniel G Norfleet*

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 *12th* day of *December* in the year of our Lord one thousand eight hundred and ninety *five*, and in the *120th* year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas *an injunction was awarded on the 9th day of December 1895 against the defendants Robert R Prentiss trustee Arthur J Pinner Julia Agnes Pinner on a bill in Chancery filed in vacation in the Circuit Court of Nansemond County in the cause between Mary MacRae Pinner Mellara F Pinner against said Robert R Prentiss trustee Arthur J Pinner Julia Agnes Pinner defendants restraining said defendants their agents and attorneys from selling or further proceeding to sell the real estate in the bill and exhibits described till the further order of the Court but before this injunction shall take effect the plaintiff Mary MacRae Pinner or some one for her shall enter into a bond before the Clerk of the Circuit Court of the County of Nansemond in the penalty of \$500. with surety by the said Clerk deemed sufficient payable and conditioned to pay all costs and damages as may be awarded against them in case this injunction is dissolved.*

Mary MacRae Pinner

Mellara F Pinner

Elizabeth S MacRae

N G Norfleet

SEAL

SEAL

SEAL

SEAL

SEAL

In the office of the Clerk of the *Circuit* Court of Nansemond County, on the *12th* day of *December* 189*5*

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

Teste:

A Copy

Teste: A J Gomen clerk

A J Gomen

CLERK.

Mary MacRae Pinner
and husband
To Injunction Bond
The Commonwealth

1896

December 12th

A copy

Recorded in Bond Book
No 1 Page 104

\$272.¹⁶

Suffolk, Va.,

July 1st 1892.

I do hereby promise to pay unto
Mr. J. A. Pinner, or order, negotiable and payable,
without offset, at the FARMERS BANK OF NANSEMOND, Suffolk, Virginia,
Two hundred seventy three & 16/100 Dollars.
for value received; and it is agreed upon by the parties that the interest on this Note shall be
payable ~~for the~~ and we, principal and endorsers, hereby waive the benefit of our Homestead
Exemption as to this debt.

Credit the Maker:

Mary Mac Rae Pinner
W. J. Pinner

Pay the within to
Miss Julia A. Pinner
Sep 12/92.

J. Agnes Pinner.

Exhibit "4" with deposition
of Julia Agnes Pinner.

44.16
373.16
Statement of amt. due Mrs. J. Agnes Pinner,
on her annuity by M. F. Pinner & Mary Pinner,
as owners of Pembroke Farm, -

July 1st 1893 To amt of bal due on
Annuity to date

\$150.00

By amt paid at this time

\$50.00

Oct 1 st 1893	To amt of Annuity	(3 Mo)	43.00
Jan 1 st 1894	To amt of Annuity	(3 Mo)	43.00
April 1 st 1894	To amt of Annuity	(3 Mo)	43.00
July 1 st 1894	" amt of Annuity	(3 Mo)	43.00
Oct 1 st 1894	" amt of Annuity	(3 Mo)	43.00
Jan 1 st 1895	" amt of Annuity	(3 Mo)	43.00
April 1 st 1895	" amt of Annuity	(3 Mo)	43.00
July 1 st 1895	" amt of Annuity	(3 Mo)	43.00

\$50.00 \$494.00
50.00

Balance due on Annuity to July 1st 1895.

\$444.00

Exhibit "5" with
deposition of Julia
Agnes Periner.

1894

Aug 5 th	To Cash paid to Margaret Hare	5.00
"	" 2 Hams 26 lb. each at 18¢	4.77
"	" 7 1/3 Cords of Wood from Oct 3 rd to Dec 11 th 94	22.00
Dec 20	" 2 Turkeys 29 lbs.	2.90

1895

Feb 21 st	To 5 1/3 Cords of wood from Dec 11 th to date	16.00
Mar 15 th	To 2 cords of wood	2.00
" 11 th	" 1 " " "	1.00
" 19 th	" " " "	1.00
" 22 nd	" 1 " " "	2.00
		\$56.67

The hams were delivered to Mrs. Rogers Safford
 " Turkeys " " " Rosa V. Peim
 " Wood was delivered at J. H. Peim's up to Dec 11th 94
 " " " " " Mrs. Rosa V. Peim's from
 Dec 11th to Mar 21st 95

Exhibit "6" with
depositions of
Julia Agnes Pinner

Pembroke Farming

Mr. J. M. Loring, Esq. near C. J. M. M. M.
of Mr. Loring, Being called upon
to assess the rent value of the above to
Mrs. Agnes Pinner upon viewing the
several lots in condition of farm etc. etc.
the yearly rent to advance to Mrs. Agnes
Pinner to be one hundred and seventy
two dollars

August 14 - 1883

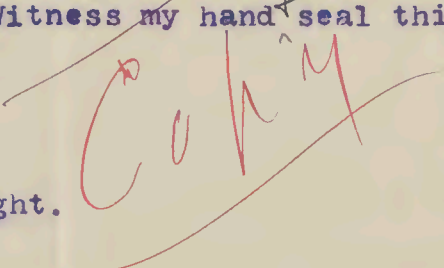
Dunrobin, Scotland
C. J. M. M.
J. M. Loring

Exhibit 7.
With deposition
of A. J. Primer-

\$2500.

One year after the death of Julia Agnes Pinner, widow of
Jeremiah Pinner, deceased, we bind ourselves, our heirs,
executors and administrators, jointly and severally, to pay to
Arthur J. Pinner -----, his heirs or assigns,
the sum of Twenty-Five-Hundred -----Dollars, for value
received; with interest from maturity; and I hereby waive the benefit
of my Homestead Exemption as to this debt, obligation and contract

Witness my hand⁺ seal this 18th. day of January, 1889.


H. P. Pinner (seal)

Mary Mac Rae Pinner (seal)

Witness:
Jno. H. Wright.

Secured by deed of trust on original "Pembroke"
farm. R.R.P., Trustee.

For value received pay the within bond to

Mrs. Nannie T. Pinner.

Mch. 18th. '92.

A. J. Pinner.

Handwritten signature of A. J. Pinner

Witness my hand and seal this 18th day of March 1892.

Testimony of
at A. J. Pinner

Witness my hand and seal this 18th day of March 1892.

To Mrs. Mary McRae Pinner and Mr. William
F. Pinner her husband

TAKE NOTICE, That we shall proceed on the 1st day of April 1896
at the office of J. F. Crocker in Portsmouth, Virginia
between the hours of 6 A. M., and 6 P. M., of that day, proceed to take the deposition of
Robert R. Pinner and others, to be read as evidence in our behalf,
in a certain Suit in Equity depending in the Circuit Court of
Hanseman County wherein you are plaintiffs
and we are defendant; and if from any cause, the taking of the said depo-
sition be not commenced on that day, or if commenced, be not concluded on that day, the
taking of same will be adjourned and continued from day to day, or from time to time, at
the same place and between the same hours until the same shall be concluded.

Julia Agnes Pinner
Arthur J. Pinner
by J. F. Crocker, Counsel

Served this Notice on the 18th day of March 1896 by delivering a true copy thereof to Millard J Pinner in person and Mary Muelbae Pinner not being found at her usual place of abode by delivering ^{him} a true copy thereof and giving information of its purport to Millard J Pinner her husband found there who is a member of her family and is above the age of 16 years

R E Norbert Deft
for A. J. Baker Shff

Rec'd 7/14/1896
on delivery

A. J. Baker
Shff

This Deed, Made this 18th day of January ~~in the year~~
~~one thousand eight hundred and ninety~~ 1889, between Hampden P Primer
and Eva L Primer his wife and Meliard L Primer and
Mary McKrae Primer his wife of the one ~~of the first~~ part, and
Robert R Prentiss Trustee of ~~other~~
~~of the second~~ part—

WITNESSETH: ~~That said part~~ of the first part do ~~grant unto the said part~~ of
~~the second part the following property, to wit:~~

That the said Hampden P Primer and Eva
L Primer his wife and Meliard L Primer
and Mary McKrae Primer his wife do grant and
to the said Robert R Prentiss Trustee the following
property to wit: That certain tract or parcel
of land lying in Chuckatuck Magisterial
District Nansemond County Virginia known
as the original "Pembroke" farm bounded
East by the Creek between this land and
the "Hollidays Point" and the "Cedar Brook" farm
South by Nansemond river West by the
land of George W Butts and the "Pitt" farm
and north by the land of the Farmers
Bank of Nansemond The said land
having been this day Convey to the
Hampden P Primer and Mary McKrae Primer
Grants by Arthur J Primer and wife.

IN TRUST, to secure to Arthur J Primer
~~the payment of~~ the sum of—

Twenty five hundred dollars evidenced
by the bond of said Hampden P Primer
and Mary McKrae Primer payable to
said Arthur J Primer one year after
the death of Mrs Julie Agnes Primer widow
of Jeremiah Primer deceased without interest until maturity
and also to secure to the said Julie Agnes Primer (widow)
the annuity of one hundred and seventy two dollars (\$172)
per annum payable quarterly as specified in the
Conveyance from said Julie Agnes Primer to Arthur J
Primer dated and recorded August 17 1883 (Deed Book

12 Page 78) and also to secure to Arthur D Primer the sum of one hundred and seventy two dollars payable quarterly in equal instalments on the first day of January April July and October respectively with the year succeeding the death of the said Mrs Julia D Primer

In the event ~~that default shall be made~~ in the payment of the ~~above mentioned~~ ^{said} debt, ~~principal or any instalment of interest, when due and payable, then the Trustee, on being~~ ^{either of the or any part thereof it shall be the duty} of the trustee ~~required so to do by~~

executors, administrators, or assigns, shall sell the property hereby conveyed. ~~so soon there after as he shall be requested so to do by the~~

And it is covenanted and agreed between the parties aforesaid, that in case of a sale, the ~~beneficiaries or either of them at public~~ ^{same shall be made after first advertising the time, place, and terms thereof for} auction for cash after having first advertised the time place and terms of such sale

and upon the following terms, to wit: for cash as to so much of the proceeds as may be ~~for at least three successive weeks in some~~ ^{cessary to defray the expenses of executing this trust, including a trustee's commission of five} convenient newspaper or by hand bills the ~~percentage, the fees for drawing and recording this deed, if then unpaid, and to discharge the~~ ^{proceeds of such sale after paying the ex-} amount of money then payable upon the said debt, and if there be any residue of said ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} chase money, the same shall be made payable at such time, and secured in such manner, as

~~proceeds of such sale after paying the ex-~~ ^{amount of money then payable upon the said debt, and if there be any residue of said} ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} ~~chase money, the same shall be made payable at such time, and secured in such manner, as~~ ^{proceeds of such sale after paying the ex-} amount of money then payable upon the said debt, and if there be any residue of said ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} chase money, the same shall be made payable at such time, and secured in such manner, as

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~~proceeds of such sale after paying the ex-~~ ^{amount of money then payable upon the said debt, and if there be any residue of said} ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} ~~chase money, the same shall be made payable at such time, and secured in such manner, as~~ ^{proceeds of such sale after paying the ex-} amount of money then payable upon the said debt, and if there be any residue of said ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} chase money, the same shall be made payable at such time, and secured in such manner, as

~~proceeds of such sale after paying the ex-~~ ^{amount of money then payable upon the said debt, and if there be any residue of said} ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} ~~chase money, the same shall be made payable at such time, and secured in such manner, as~~ ^{proceeds of such sale after paying the ex-} amount of money then payable upon the said debt, and if there be any residue of said ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} chase money, the same shall be made payable at such time, and secured in such manner, as

~~proceeds of such sale after paying the ex-~~ ^{amount of money then payable upon the said debt, and if there be any residue of said} ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} ~~chase money, the same shall be made payable at such time, and secured in such manner, as~~ ^{proceeds of such sale after paying the ex-} amount of money then payable upon the said debt, and if there be any residue of said ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} chase money, the same shall be made payable at such time, and secured in such manner, as

~~proceeds of such sale after paying the ex-~~ ^{amount of money then payable upon the said debt, and if there be any residue of said} ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} ~~chase money, the same shall be made payable at such time, and secured in such manner, as~~ ^{proceeds of such sale after paying the ex-} amount of money then payable upon the said debt, and if there be any residue of said ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} chase money, the same shall be made payable at such time, and secured in such manner, as

~~proceeds of such sale after paying the ex-~~ ^{amount of money then payable upon the said debt, and if there be any residue of said} ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} ~~chase money, the same shall be made payable at such time, and secured in such manner, as~~ ^{proceeds of such sale after paying the ex-} amount of money then payable upon the said debt, and if there be any residue of said ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} chase money, the same shall be made payable at such time, and secured in such manner, as

~~proceeds of such sale after paying the ex-~~ ^{amount of money then payable upon the said debt, and if there be any residue of said} ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} ~~chase money, the same shall be made payable at such time, and secured in such manner, as~~ ^{proceeds of such sale after paying the ex-} amount of money then payable upon the said debt, and if there be any residue of said ~~pur-~~ ^{chase money, the same shall be made payable at such time, and secured in such manner, as} chase money, the same shall be made payable at such time, and secured in such manner, as

Witness the following signature and seal:

Hampden P Primer
Eva R Primer
Willard F Primer
Mary M Rae Primer

STATE OF VIRGINIA,
COUNTY OF Nassau } To wit:

I, John H Wright, a Notary Public

for the county aforesaid, in the State of Virginia, do certify that Hampden P Primer

Eva R Primer and Mary M Rae Primer

whose names are signed to the writing hereto annexed, bearing date on 18th

day of January, 1889, have acknowledged the same before me in the

county aforesaid.

Given under my hand this 7th day of Feb, 1889

John H Wright N.P.

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

State of Virginia
County of Nassau To wit

I Chas H Jenkins a Notary Public for the County aforesaid in the state of Virginia do certify that M F Primer whose name is signed to the writing hereto annexed bearing the 18th day of February 1889 has acknowledged the same before me in my County aforesaid Given under my hand this 11th day of December 1889

Chas H Jenkins
Notary Public

COUNTY OF _____, To wit:

In the office of the Clerk of the County Court for the County of Nassau the 19th day of December 1889, this deed was presented, and with the certificate annexed, admitted to record.

Teste: Chas H Jenkins Jr D.C., CLERK.

Deed of Trust.

N. P. Pinner & M. S.
Pinner & wife

To

Rob. R. Prentiss

Trustee for Arthur J. Pinner

Admitted to record this-----day of

-----189--

Recorded D. B. 23 Page 92

Examined and verified.

Exhibit "C" Clerk.

A Copy Dests:

J. G. Gomer Clerk

TAX, ----- \$-----

FEE, ----- \$-----

Fee 50¢ \$-----

PRINTED AND FOR SALE AT HERALD OFFICE, SUFFOLK, VA

Exhibit '3' with deposition
of Julia Agnes Pinner

This Deed, Made this 18th day of January in the year
one thousand eight hundred and ~~ninety~~ ^{eighty} nine, between Arthur J. Pinner and
Hannie T. Pinner, his wife of the county of Nausemond
in the state of Virginia of the first part, and
Hampden P. Pinner and Mary McRae Pinner of
the same county and state of the second part—

Witnesseth: That in consideration of the sum of Six Thousand
(\$6000) Dollars,

the said Arthur J. Pinner and Hannie T. Pinner his wife

do grant unto the said

Hampden P. Pinner and Mary McRae Pinner

with GENERAL WARRANTY, ~~all~~

The four parcels of real estate in Chuckatuck Mag-
isterial District Nausemond County Virginia, described
as follows

1. The original "Pembroke" farm bounded on the north by the land
of the Farmers Bank of Nausemond East by a creek between this
land and the "Hollidays Point" and "Cedar Brook" farm
south by Nausemond river and west by the lands of George
H. Butts 2. The "Pitt" farm bounded on the south by the above
described "Pembroke" farm west by the land of George H. Butts
and East and North by the land of The Farmers Bank of Nause-
mond 3. The Parcel of land known as "Shackley Hill island"
lying immediately in front of "Pembroke" farm and entire-
ly surrounded by the water of Nausemond River.
4. The Parcel of land lying on the East side of the road
leading from Suffolk to Chuckatuck bounded on the
West by the said road East by the ~~main~~ ^{minor} road lead-
ing from said main road to the "Shackley Hill" farm
and north by the land of ~~Sam~~ ^{Sam} Hall said to contain
about 22 acres. But it is expressly understood and
agreed that all four of said parcels of land are sold in
gross and not by the acre this being a contract of hazard
as to the quantity of land conveyed. The said real
estate is conveyed subject to a deed of trust in favor
of W. R. E. Parker which the grantees assume to pay

The said Arthur J. Pinner
covenant that he ha^d the right to convey the said land to the grantee; that he
ha^d done no act to encumber the said land; that the grantee shall have quiet possession
of the said land, free from all encumbrances, and that they, the said parties of the
first part, will execute such further assurances of the said land as may be requisite.

Witness the following signature and seal

Arthur J. Pinner SEAL
Hannie J. Pinner SEAL
SEAL

STATE OF VIRGINIA,
County of Nansemond } To wit:

I, Robt R. Peritts, a ^{Assistant Clerk} Commissioner in Chancery of the
for the county aforesaid, in the State of Virginia, do certify that Arthur J. Pinner and
Hannie J. Pinner
whose name are signed to the writing hereto annexed, bearing date ^{on} the 18th
day of January, 1889, have acknowledged the same before me in my
county aforesaid.

Given under my hand this 2nd day of December, 1889

Robt R. Peritts
Commissioner in Chancery

MEMO.—To be acknowledged before any officer authorized to take acknowledgments.

~~County of~~ Nansemond County, To wit:

In the office of the Clerk of the Nansemond County Court for the County of
the 19th day of December, 1889, this deed was presented, and, with the
certificate annexed, admitted to record.

Teste:

Chas. H. Hays Jr D.C., Clerk.

Deed of Bargain and Sale.

Arthur Sumner & wife

To

Hampton P Sumner

Mary M & R Sumner

Dec 19th 1889.
Presented in Office
~~Admitted to Record this~~ day of
and with Certificate, admitted
to record at 11 O'clock, ~~pm~~ A.M.

Recorded Dy B: 203, Page 91

Examined and verified.

Exhibit "2" with deposition
of Julia Agnes Skinner

\$ 6000.
Exhibit A.

Tax, - - - - \$

Fee, - - - -

\$

Printed and for sale at Herald Office, Suffolk, Va.
A Copy: Teste
H. S. 4 H. S. Gomez Clerk

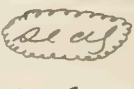
This Deed, made the seventeenth (17th) day of August in the year of our Lord, one thousand eight hundred and eighty three (1883) between Agnes Pinney (widow of the late Jeremiah Pinney) of the County of Hansemond and state of Virginia, - of the one part, and Arthur J. Pinney of the County and state aforesaid, of the other part, Witnesseth: that the said Agnes Pinney in consideration of the sum of - one hundred and seventy two (172) dollars per annum, payable quarterly (the 1st day of January next (1884) being the beginning of the first quarter and all payments to cease at the death of the grantor) doth grant with general warranty unto the said Arthur J. Pinney and his heirs and assigns forever the following real estate, to wit: All the tract of land inclosing build-ings, between Hansemond and a line running from a small cedar tree (marked) near the fence, on the South side of the farm known as "Pembroke" across the open field by an old cherry tree stump on the lane lead- ing to the house, to a Persimmon tree on the north side of the lane, thence

to the creek, with a privilege to the woods
for fire wood, rail timber, and trash
for manuring purposes, being the dower
of the said grantor, in the lands of her
said late husband which was as-
signed to her under a decree of the
County Court of Harpersburg County made
the 8th day of May 1871 in the Chancery
suit of Hampden Pinner vs "Julia Agnes
Pinner (widow) & others, by the Commission-
ers - the final decree confirming the
commissioners report in said chan-
cery suit having been made and en-
tered the 11th day of January 1872

The object and intention of the said J
Agnes Pinner, widow as aforesaid being
to sell and convey unto the said Amos
J Pinner all her dower interest right
& title of every character or description
under this Deed together with all and
singular the appurtenances belonging
to the same, And the said J Agnes
Pinner covenants that she has the right
to convey her said dower interest in
the said land to the grantee; that the
said grantee shall have quick posses-
sion of the said land, that she has
done no act to encumber the said

interest in said land: and that she
will execute such further assurances
of her said interest in the said
land as may be requisite.

Witness the foregoing signature and seal
witnesses

J. Agnes Pinner 

In the clerk's office of Nassau County
Court the 17th day of August 1883 This
Deed was acknowledged by J Agnes Pinner
and thereupon admitted to record.

Teste:

Peter B. Prentiss clerk

A Copy

Teste:

R. B. Smith clerk

J. Agnes Pinney
To } Deed

Arthur J. Pinney

Admitted to record the
17th day of August
1883

Recorded in
Deed Book No 12
Page No 78

Exhibit "I" with
deposition of
J. Agnes Pinney

In the Circuit Court of Hanseman
County

Mary Mackae Pinner and Willard
F. Pinner her husband

v

Robert N. Prentiss trustee, Arthur J.
Pinner and Julia Agnes Pinner

It being suggested that since the last
proceedings were had in this cause the
defendant Julia Agnes Pinner has de-
parted this life having first made and
published her last will and Testament
which has been duly admitted to probate
and record in the County Court of Han-
seman County, and that Arthur J. Pinner
has duly qualified as executor of her said
will, upon the petition of the said A. J. Pinner
this day filed by leave of the Court, the
Court doth order that this suit abate as
to the said Julia Agnes Pinner, and that
the same be revived as to her in the
name of the said A. J. Pinner as her
executor, which is accordingly done. And
this cause came on this day to be heard
on the bill and exhibits filed therewith, and
was taken for confessed as to the defendant.

R. N. Partridge Trustee who appears to have
been duly summoned and to not appearing
to answer or demur to said bill, and on
the answer of A. J. Pinner and of Julia
Agnes Pinner with replications thereto, and
on the petition of the said A. J. Pinner ex-
ecutor of Julia Agnes Pinner deceased,
and on the petition of Hannie T. Pinner
this day filed by leave of the Court and
on the examination of witnesses, and was
argued by Counsel: On consideration
whereof, the Court doth as judge order
and decree that no part of the trans-
actions of the sale of said Company
of the land made by A. J. Pinner and
wife to Hapsham P. Pinner and Mary
MacRae Pinner, by their deed of the
18th day of January 1889. nor was known,
nor was there any wrong in the provisions
of the deed of trust created by the said
H. P. Pinner and wife and by the said M. T.
Pinner and Mary MacRae Pinner
to R. N. Partridge Trustee, but that the pro-
vision to pay to Julia Agnes Pinner
the sum of one hundred and seventy
two dollars or therein provided for, must be
taken as a part of the purchase price
for said land. and the same is not usurious

And the Court doth further adjudge order
and decree that there ~~was~~ ^{was} due to the said
Julie Agnes Phipps under the said deed
of Trust as and for her annuity at the
time of her death on the 15th day of April
1896 the sum of nine hundred and
twenty three ^{dollars} and forty two cents with interest
on \$273.16 ^{a part thereof} from 1st day of July 1892,
~~with~~ ^{with} interest on \$70.10 another part thereof
from 1 July 1893, ~~with~~ ^{with} interest on \$43.00
~~with interest on 1st Oct. 1893.~~ Another part
thereof from 1 Oct. 1893, with interest on \$43.00
another part thereof from 1 January 1894, with
interest on \$43.00 another part thereof from
April 1st 1894, with interest on \$43.00 another
part thereof from 1st July 1894, ^{with} interest on \$43.
another part thereof from 1st Oct. 1894, with inter-
est on \$43. another part thereof from 1 Jan-
uary 1895, with interest on \$43. another
part thereof from 1 April 1895, with interest
on \$43. another part thereof from 1 July 1895,
with interest on \$43. another part thereof from
1st Oct 1895, with interest on \$43. another
part thereof from 1 January 1896, with interest
on \$43. another part thereof from 1 April 1896
and with interest on \$7.16 the other part
thereof from 15th day of April 1896.
And the Court doth further adjudge,

7 + as the cost of the former and -
payment of the property for sale.

order and decree that unless the said
M. F. Pinney and Mary McRae Pinney
do within ninety days next after the
entrance of this decree pay to Arthur L.
Pinney executor of Julia Agnes Pinney
deceased ^{or to H. Crocker his attorney} the said sum of nine hundred
and twenty three, dollars and forty two cents
with interest thereon as above mentioned,
then the said R. N. Prentiss ^{trustee} shall
proceed to sell at public auction
for cash, having first advertised notice
of said sale according to the terms of the
aforesaid deed of trust, the property con-
veyed to him by said deed of trust, and
out of the proceeds thereof pay the expenses of
said sale, and the costs of this suit, the
expenses of the former advertisement of the
sale of said property, and then to pay
to the said A. J. Pinney executor of Julia
Agnes Pinney deceased the said sum of \$923.42
with interest as aforesaid, and pay to Henry
F. Pinney assignee of the said A. J. Pinney
of the said bond of \$2500 in the pro-
ceedings mentioned, ^{or to H. Crocker his attorney} except \$146.16 a part
thereof with interest from 9th June 1886 which
is owing by the said Henry F. Pinney to the
Farmers Bank of Kansas, which he will
pay to said Bank, and also pay out of the

proceed of said sale to A. J. Prentiss
or his assignee ^{or assignee in bankruptcy} said portion of the
\$172, that may be due him under said
deed of trust, and that he deposit
the balance of the said proceeds of
sale in interest in the Farmers Bank
of Kansas to the credit of this
cause, and make report to this
Court. And the Court doth further
appoint order and decree
that the injunction awarded to the
plaintiffs in this case be and the
same is hereby dissolved.

And the Court doth further appoint
order and decree that in the event that
the plaintiffs should pay all that is re-
quired of them to be paid within ninety days
after the date of this decree, but should
fail to pay when due the entire other
debts required to be paid under the afore-
said deed of trust then in that event the said
A. J. Prentiss himself shall proceed to
make sale ~~under~~ the said deed of trust
the property by said deed of trust con-
veyed to him, according to the terms of said
deed, and pay out the proceeds as above
directed.

Plum v L

N

Plum v L -

See c

To be entered

June 23 1896 Ben J. Hunt

1896 June 23rd
Entered in Chancery
Order Book No 3 Page 32.

Miss Deed, made ^{this} 18th day of January 1889
between, Hampden P. Pinner and Eva L
Pinner his wife and Willard F Pinner
and Mary McKas Pinner, his wife of the
one part, and Robert R Prentiss Trustee
of the other part Witnesseth: That the said
Hampden P Pinner and Eva L Pinner his
wife and Willard F Pinner and Mary
McKas Pinner his wife, do grant unto
the said Robert R Prentiss Trustee the fol-
lowing property to wit: That certain tract or
parcel of land lying in Chuckatuck Mag-
isterial District Naussemond County,

Virginia, known as the original "Pembroke"
farm bounded East by the Creek between this
land and the, "Holiday Point" and the "Cedar
Brook" farm South by Naussemond river;
West by the land of George H Butts and the
"Pitt" farm, and north by the land of the
Farmers Bank of Naussemond. The said land
having been this day conveyed to the Ham-
pden P Pinner and Mary McKas Pinner
Grantors by Arthur J Pinner and wife. In
trust to secure to Arthur J Pinner the
sum of Twenty five hundred dollars
evidenced by the bond of said Hamp-
den P Pinner and Mary McKas Pinner
payable to said Arthur J Pinner one
year after the death of Mrs Julia

Agnes Pinner widow of Jeremiah Pinner
deceased without interest until matur-
ity and also to secure to the said Julia
Agnes Pinner (Widow) the annuity of
one hundred and seventy two ^{dollars} (\$172) per
annum payable quarterly as specified
in the conveyance from said Julia
Agnes Pinner to Arthur J Pinner dated
and recorded August 17, 1883 (Deed
Book 12 page 78) and also to secure to
Arthur J Pinner the sum of one hundred
and seventy two dollars payable quar-
terly in equal instalments on the first
day of January, April, July, and Octo-
ber respectively within the year suc-
ceeding the death of the said Mrs
Julia Agnes Pinner.

In the event of default in the pay-
ment of the said debts or either of them
or any part thereof, it shall be the duty
of the trustee to sell the real estate
above described and conveyed so
soon thereafter as he shall be request-
ed so to do by the beneficiaries or either
of them, at public auction for cash
after having first advertised the time
place and terms of such sale
for at least three successive weeks

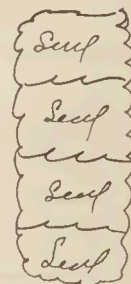
in some convenient newspaper or
by hand bills the proceeds of such
sale after paying the expenses of ex-
ecuting this trust including five
percent commission thereon to the trus-
tee shall be applied in payment of the
debts hereby secured without preference
and the residue if any shall be
paid to Hampden P. Pinner and Mary
McRae Pinner. If no default be made
a sufficient Release shall be executed
at the expense of the grantors.
Witness the following signatures and
seals

Hampden P. Pinner

Eva L. Pinner

Millard F. Pinner

Mary McRae Pinner



State of Virginia

County of Hansemond to wit

I Jno A Knight a Notary Public for the County
aforesaid in the state of Virginia do certify
that Hampden P. Pinner Eva L. Pinner and
Mary McRae Pinner whose names are signed
to the writing above bearing date on the
18th day of January 1889, have acknowledged
the same before me in the County aforesaid
given under my hand this 20th day of Feb

1889

Jno A Knight N.P.

State of Virginia

County of Hanover

I Chas H Jenkins a Notary Public for
the County aforesaid in the State of
Virginia do certify that M. F. Pinner
whose name is signed to the writing
hereto annexed bearing date the 18th
day of February 1889 has acknowledged
the same before me in my County
aforesaid. Given under my hand
this 5th day of December 1889

Chas H Jenkins

Notary Public

In the clerk's office of Hanover County
Court the 19th day of December 1889
This Deed ^{of Trust} was presented with the
certificates annexed, and admitted to re-
cord

Teste:

C. A. Lawrence Jr. D.C.

A Copy

Teste:

A. P. Gomez D.C.

Pinner it als

M

Pinner Trustee of
A. P. Pinner &

M & Pinner & wife

To } Seed of Trust

Rob R Prentiss Trustee
for Arthur J Pinner
~~~~~

Exhibit

C

Recorded in

D.B. No 23 Page 92

This was made this 29 day of March 1890  
between Hampden P. Pennin and Eva L. Pennin  
his wife, of the County of Cumberland, in  
the State of Virginia of the first part and  
Mary MacRae Pennin of the same County and  
State of the second part:

Witnesseth: That in  
consideration of 1923, Nineteen Hundred and  
twenty three dollars, the said Hampden P. Pennin  
and Eva L. Pennin his wife do grant unto the said  
Mary MacRae Pennin with general warranty: All  
our right, title and interest in and to the following  
described real and personal estate which is described  
as follows: First all of the chattel property of every  
character and description now on Pembroke farm &  
at the same time of John L. Willis ~~and~~ in  
the State of Virginia County Virginia, consisting of crops now  
growing on real estate hereafter mentioned, horses, mules  
cows, oxen, farming implements, stock of every kind  
corn, fodder, hay, oats, peas, berries &c. Second,  
~~The~~ four parcels of real estate in Cumberland  
County Virginia situated in Cumberland County Virginia  
described as follows: 1. The original "Pembroke" farm  
bounded on the North by the lands of The Farmers Bank  
of Cumberland, East by a creek between this land  
and the "Holloways Point" and "Bedar Brook" farms;  
South by Cumberland river, and west by the lands of  
George W. Butts. 2. The "Pitt" farm bounded on the

South by the above described "Pembroke Farm", West  
by the Land of George A. Burt and East and  
North by the Land of the Farmers Bank of Hammond,  
3. The parcel of Land known as "Shackley Hill Island",  
lying immediately in front of "Pembroke Farm",  
and entirely surrounded by the waters of Hammond  
River - 4. The parcel of Land lying on the  
East Side of the road leading from "Duffield" to  
Blackstone, bounded on the West by the said  
road; East by the road leading from said  
main road to the "Shackley Hill Farm" and South  
by the Land of Edwin Hall, said to contain  
22 acres. But it is expressly understood and  
agreed that all four of said parcels of Land are  
sold in gross and not by the acre.

The said Hampton P. Pinner covenants that he has the  
right to convey his interest as above stated in the said  
property above described, That he has done so and  
to encumber his said interest in said property, That  
the Grants shall have quiet possession of said Land  
and that they the said parties of the first part, will  
execute such further assurance of the said property  
as may be requisite.

Witness the following Signatures & Seals,

H. P. Pinner  
Eva. L. Pinner

Seal

Seal

State of Virginia

County of Hansemond Towns.

I Minnie Briggs

a Notary Public for the county aforesaid, in  
the State of Virginia, do certify that Hampden P.  
Pennis and Eva L. Pennis whose names are  
signed to the above writing bearing date on the  
29 day of March 1890 have acknowledged  
the same before me in my county aforesaid  
Given under my hand this 29 day of March 1890

Minnie Briggs  
N.P.

In the Clerk's Office of Hansemond  
County Court, the 29th day of March 1890.  
This Deed was presented with the  
certificate annexed and admitted  
to record.

Teste:

R. R. Smith Clerk

Hampden J. Pinner  
+ wife

To { Deed.

Mary MacRae Pinner

1890

March 29th. Presented  
in the Clerk's Office  
with certificate of  
Married and A.R.

Exhibit

B

1890. Octo 9th  
Examined Verified  
and Delivered

A. Gomer D.C.

Recorded D. B. 23  
Page 517

Tax - - - - \$2.00  
Fee 1.28

Paid by check on 3.28

Burrows Son & Co.,

Mar 25/92. Norfolk,

This Deed, Made this 18th day of January in the year one thousand eight hundred and eighty-nine between Arthur J. Pinner and Nannie J. Pinner, his wife of the County of Nausemond in the State of Virginia, of the first part, and Hampden P. Pinner and Mary Mac Rae Pinner of the same County and State of the second part:

WITNESSETH: That in consideration of the sum of Six Thousand (\$6000.-) Dollars, the said Arthur J. Pinner and Nannie J. Pinner his wife do grant unto the said Hampden P. Pinner and Mary Mac Rae Pinner with GENERAL WARRANTY, all the four parcels of real estate in Chuckatuck Magisterial District, Nausemond County, Virginia, described as follows:

1. The original "Pembroke" farm, bounded on the North by the lands of The Farmers Bank of Nausemond, East by a Creek between this land and the "Hollidays Point" and "Cedar Brook" farms. South by Nausemond river, and West by the lands of George W. Butts -
2. The "Pitt" farm bounded on the South by the above described "Pembroke" farm. West by the land of George W. Butts, and East and North by the land of The Farmers Bank of Nausemond -
3. The parcel of land known as "Shackley Hill Island" lying immediately in front of "Pembroke" farm and entirely surrounded by the waters of Nausemond river -
4. The parcel of land lying on the East side of the road leading from Suffolk to Chuckatuck, bounded on the West by the said road; East by the road leading from said main road to the "Shackley Hill" farm, and South by the land of Eymen Hill. Said to contain about 22 acres. But it is expressly understood and agreed that all four of said parcels of land are sold in gross, and not by the acres, this being a contract of hazard as to the quantity of land conveyed. The said real estate is conveyed subject to a deed of grant in favor of D. R. E. Parker, which the granters assume to be correct.

The said Arthur J. Pinner

covenant & that he has the right to convey the said land to the grantee; that he has done no act to encumber the said land; that the grantee shall have quiet possession of the said land free from all encumbrances, and that they, the said parties of the first part, will execute such further assurance of the said land as may be requisite.

Witness the following signatures & and seals

Arthur J. Pinner [SEAL.]

Nannie J. Pinner [SEAL.]

[SEAL.]

STATE OF VIRGINIA,

County of Nansemond to wit:  
I, Robt P. Prentiss a Commissioner in Chancery of the County  
aforesaid, in the State of Virginia, do certify that Arthur J. Pinner and  
Wm. J. Pinner whose names <sup>are</sup> signed to the <sup>above</sup> within writing, bearing date on the  
18th day of January 1889, have acknowledged the same before me in my County  
aforesaid. Given under my hand this 2nd day of February 1889.

Robt P. Prentiss  
Commissioner in Chancery.

Nansemond County to wit:

In the office of the Clerk of Nansemond County Court the 19th day of  
December 1889. This deed was presented, and with the certificate annexed  
admitted to record at 11 o'clock A. M.

Teste,

C. H. Hauser, Jr. D.C. Clerk.

Arthur J. Pinner wife

DEED  
OF  
BARGAIN AND SALE.

TO  
Hampden P. Pinner  
Mary Mack Pinner

Decr 19th 1889

Presented in Office, and with  
certificate, admitted to record at 11  
o'clock A.M.

Recorded Deed Book 23

Page 91 and

Examined overfiled

\$6000.—

Exhibit

A

Fee, - - \$ 1.25  
Tax, - - 6.00

\$ 7.25 Paid

Know all men by these present that I, Mrs. Agnes Pinner being of sound mind doth make this <sup>as</sup> my last will and testament, especially revoking any & all former wills which may have been made by me at any time heretofore.

1st. After my just debts are paid, I give and bequeath unto Mrs Rosa V. Pinner widow of Jas. H. Pinner deceased the sum of three hundred dollars, this amount being the sum I owe her for board and attention to me for the years prior to 1895.

2nd. I give unto my son Arthur J. Pinner the sum of one dollar as his portion of my estate.

3rd. I give unto my son M. F. Pinner the sum of one dollar as his portion of my estate.

4th. I give unto my son Charles F. Pinner the sum of one dollar as his portion of my estate.

5th. I give and bequeath unto my Daughter Julia A. Pinner all of the balance of my estate of which I may have at my death to her and to her heirs forever.

6<sup>th</sup>. I hereby appoint my son A. J. Prince  
as Executor of this my last will, and  
with request the Hon. Court to exact  
no security of him in the execu-  
tion of this trust. As witness my  
hand and seal this 7<sup>th</sup> day of May  
1895

Witnesses  
Geo. W. Butts  
E. C. Rumsey  
W. C. Moore

J Agnes Prince,

Virginia.

At a County Court held  
for the County of Nance-  
mond at the Court house  
in the Town of Suffolk  
on Monday the 11<sup>th</sup> day  
of May A.D. 1896

The last will and testament  
of J Agnes Prince (sometimes called  
Agnes J. Prince) late of this County  
deceased was this day produced  
in Court and proved according  
to law by the oaths of Geo. W. Butts and  
E. C. Rumsey, two of the subscribing wit-  
nesses thereto and is ordered to be  
recorded, and on the Motion of A. J.  
Prince the executor named in

said last will and testament who  
made oath according to law, and  
entered into and acknowledged a  
bond in the penalty of two thousand  
dollars conditioned according to law  
but without security (the said last  
will and testament directing that  
none should be required) Certificate  
is granted him the said A. J.  
Purrier for obtaining a probate of  
said last will and testament  
in due form, and it is ~~recorded~~  
ordered that said bond be recorded  
as prescribed by law,

Teste: R R Smith Clerk

By A R Purrier D.C.

A Copy

Teste:

A. J. Purrier D.C.

Agnes Prime's  
— wife —

A copy.

Recorded in  
vol no 5 Page 377

Mary McRae Primer and Meland  
J. Primer her husbands.

v.

Julia Agnes Primer and Arthur  
J. Primer.

Chancery.

The deposition of Julia Agnes Primer  
and others taken before me Lewis C.  
Phillips a Notary Public for the City  
of Portsmouth in the State of Virginia,  
pursuant to notice hereto annexed, at  
the office of J. F. Crocker, in Portsmouth  
Virginia on the 1<sup>st</sup> day of April 1896, be-  
tween the hours of 6 A.M. and 6 P.M. to  
be read as evidence on behalf of the  
defendants in a certain suit in equity  
depending in the Circuit Court of Han-  
cock County, in the State of Virginia,  
wherein Mary McRae Primer and Meland  
J. Primer her husbands are plaintiffs, and  
Julia Agnes Primer and Arthur J. Primer,  
are defendants.

Present J. F. Crocker Attorney for defendants  
R. H. Rawles " " plaintiff

Mr. Julia Agnes Primer being duly sworn  
deposes as follows: -

Examined by J. F. Crocker.

1. Quer. When were you born and where do you now reside?

Ans. 29 Jan'y 1823. - ~~In Balto~~ <sup>I live</sup> ~~now~~ in Baltimore Md. with my son Arthur J. Primer.

2

2 Quer. Are you one of the parties named as defendant to this suit?

Ans. I am.

3 Quer. Who was your father and who was your husband and when did they respectively die?

James Hunter Godwin was my father & died April 1857 - Jeremiah Primer was my husband - he died Sept 11 1860.

4 Quer. What children did your husband leave mentioning those who have died if any?

Ans. He left six - Hampton P. Primer now dead - died 13 Oct 1892 - James H. Primer dead - died 13 Dec 1894 A. J. Primer - Mellen J. Primer -

Charles F. Primer - and Julia A. Primer

5 Ques. When was Michael F. Primer born?

Ans. He was born Nov. 1856.

6 Ques. Did your husband Jeremiah Primer own any real estate at his death and if so state it and also state from whom he derived it?

Ans. Yes. he owned "Pembroke" - and a place connected with Pembroke called Pitt. Shackley Hill and a piece of Woodland on the road from Suffolk to Chockatuck - he owned a farm on the main road from Suffolk to Chockatuck - and a place called Everett on Waunsemond River. He derived it all from my father except the place on the main road leading from Chockatuck to Suffolk - which he heired from his father.

7 Ques. In what way did your husband derive property from your father? Please freely explain?

Ans. By will of my father - I don't know any other explanation except that my father made his will

and gave it to Mr. Primer at my request.

8 Ques. Did your father before making his will indicate what disposition he intended to make of his lands?

Ans. Yes he did.

9 Ques. What way did he indicate the disposition thereof?

Ans. He offered the property to me and told him I preferred his giving the property in Mr. Primer's name - giving it to him.

10 Ques. After the death of your husband was there any partition made of the lands by suit, and if so what disposition was made?

Ans. There was a friendly suit and part of the property given to two sons. Hampden P. Primer and James H. Primer. The place on the road was given to Jimmie and Everett was given to Hampden. I think they each paid \$150.<sup>00</sup> The rest of the land was given to the other children and myself.

and I took my portion in this  
Pembroke Farm.

11 Ques. Do you mean by your part in the  
land your dower?

Ans. That's what I mean.

12 Ques. And that you had your dower right  
in all the land assigned to you on  
the Pembroke Farm?

Ans. Yes I took it all in Pembroke; a  
part of Pembroke was assigned to me.  
I took all that was coming to me out  
of that farm.

13 Ques. What did you do with your dower  
interest?

Ans. I sold it to A. J. Pinner.

14 Ques. Please look at the Paper now handed  
to you marked "1" to be filed as evidence  
in this cause being a certified copy of  
a deed from J. J. Pinner widow of  
the late Premium Pinner to Arthur J.  
Pinner bearing date the 17<sup>th</sup> of  
August 1883, and say whether that is  
the deed by which you conveyed your  
dower interest to him. and state what

is the Consideration mentioned therein?

Ans. Yes that is the deed - the consideration expressed in the deed is as follows -  
"The sum of one hundred and seventy two dollars per annum, payable quarterly, (the first day of January next 1884) being the beginning of the 1<sup>st</sup> Quarter, and all payments to cease at the death of the grantor)

15 Ques. The complainants have filed with their brief an Exhibit "A." a deed from Arthur J. Primer wife to Hampden P. Primer and Mary McRae Primer bearing date the 18<sup>th</sup> day of January 1889 a copy of which I now hand you to be marked Exhibit "2" as a part of this deposition. Please examine the same and say whether or not the land that was assigned to you in dower and conveyed by you as aforesaid to Arthur J. Primer is embraced in the land conveyed by said deed.

Ans. Yes.

16 Ques. I now hand you a copy of Exhibit "C." filed with the plaintiff's brief being a deed

dated the 18<sup>th</sup> of January 1889 from Hampden P. Primer and Eric S. Primer his wife and Millard J. Primer and Mary McRae Primer his wife to Robert R. Proutis trustee. Does this deed convey ~~the~~ land embracing the land which was assigned to you in power

Ans. Yes it does.

17 Ques. This deed secures among other things the following - "Also to secure the said Julia Agnes Primer - widow - the annuity of one hundred and seventy two dollars per annum payable quarterly as specified in the conveyance from said Julia Agnes Primer to Arthur J. Primer dated and Recorded August 17<sup>th</sup> 1883 - deed Book 12 page 78" - Is this the annuity which is mentioned in your deed to Arthur J. Primer last above filed as Exhibit "2"?

Ans. It is.

Excerpt of said deed is filed as Exhibit "3" as a part of this deposition.

18 Ques. Has the annuity in said deed of trust specified been fully paid to you or not?

Ans. It has not.

19 Ques. "Will you please state how much, if anything, was due you on account of said annuity on the 1<sup>st</sup> day of July, 1892?

Ans. My account was \$444. But there was five dollars paid on account thereof.

20 Ques. I now hand to you a note purporting to be signed by Mary McRae Pinner and M. F. Pinner bearing date July 1<sup>st</sup> 1892 which was as follows: "Twelve months after date we promise to pay unto Mrs. Julia A. Pinner a order negotiable and payable without effect at the Farmers Bank of Transcend and Suffolk, Virginia, Two hundred and seventy three <sup>16</sup>/<sub>100</sub> Dollars for value received. and it is agreed upon by the parties that the interest upon this note shall be payable from date; and we, principal and endorsers, hereby waive the benefit of the Homestead Exemption as to this debt" which said note is to be filed marked "Exhibit" as a part of this deposition. Please state what was the consideration for said note. Whether or not it was for unpaid annuities then due you.

Ans. M. F. Pinner owed me the amount

for annuity - it was due me at that time - he gave me this note and I made it a present to my daughter Julia A. Primer - she has never collected it and made me a present of it. It is annuity that he owed me.

21 Ques. Has it or any part thereof been paid?

Ans. Not one dime

22 Ques. Do you claim it as part of the annuity still due and owing to you or not?

Ans. I do claim it is part of the annuity which is now owing to me.

23 Ques. I now hand you a statement of what purports to be your account against the Plaintiff for the annuity, which will be marked as Exhibit "5" as part of this deposition, - State first whether or not this is an account for annuity due you other <sup>than</sup> the annuity covered by the note above mentioned

Ans. It is - this is a separate account

24 Ques. The first item of this bill is as follows "July 1<sup>st</sup> 1893, To amount of balance due on annuity to date \$150<sup>00</sup> - That was

the annuity from the first of July 1892 to the 1<sup>st</sup> of July 1893.

Ans. \$172 was the whole amount.

25 Ques. How much had he paid on this \$172 up to the 1<sup>st</sup> day of July 1893?

Ans. He paid me the difference between \$172 and \$150 - \$22.

26 Ques. This bill states item of annuity due from the 1<sup>st</sup> of July 1893, to the 1<sup>st</sup> of July 1895, making a total of with the \$150, of \$494. - What payment if any has been made on account of said annuity credits in this bill?

Ans. That \$50. -

27 Ques. What other payments, if any, has M. F. Pinner or his wife made to you?

Ans. \$5. to my washerwoman Margaret Hall one pair of turkeys, and wood - that's all that I knew of to my knowledge.

28 Ques. Have they or either of them rendered you an account of any claims they have against you and if so when was the account rendered?

Ans. Yes they rendered me an account a short time ago.

29. Ques. Was it ~~the~~ account ~~or~~ which I recently got from them and sent to you for your examination?

Ans. That's the account I speak of.

30. Ques. Had they rendered to you any account prior thereto?

Ans. They had not.

31. Ques. Did you at any time ask your son for an account of what you owed him and if so when did you make the request of him - and what was his reply if anything.

Ans. The 20<sup>th</sup> of last June the last time I saw him I asked him to bring to his bro - if he had one - to see if it would coincide with my account - but he did not bring it in - He said he would bring it in but he didn't do it. I left the state 5 days after and I have not seen him since till today.

32. Ques. I hand you now a paper which purports to be a statement of claims against you and which was furnished at my request.

recently, and which I forwarded to you  
which is filed with your deposition  
as Exhibit "6". Look at the same <sup>and</sup>  
say if that is the account which was  
rendered you?

Ans. Yes that is the account

33 Ques. Please examine it and state what  
items thereof are <sup>correct</sup> ~~true~~ as against  
you?

Ans. \$ Cash paid Margaret Hare \$5. 7/3  
cord of wood \$22. - 2 turkeys \$2.90  
Those are the correct items.

34 Ques. State whether or not the other items  
of the account are correct as against you?

Ans. No. - they were furnished but not to me.

35 Ques. The second item on this bill is for two  
hams \$4.<sup>77</sup> - There is a note to the bill  
which says these hams were delivered  
to Mrs Rodgers, Suffolk. Were these  
hams furnished to Mrs Rodgers at  
your request or at your instance

Ans. Not at my request - They were fur-  
nished at the request of my daughter  
who made them a present to Mrs Virginia

Rodgers at Suffolk

36 Ques. Where were you living from Oct. 3 to Dec 11 1894

Ans. I was living in Chockatuck, with my son James H. Pinner.

37 Ques. The item says  $7\frac{1}{3}$  cords of wood from Oct 3 to Dec 11. 1894 \$22. How many cords of wood did you actually receive.

Ans. I could not tell you sir - I do acknowledge that part as correct

38 Ques. The bill says "Febr. 1895. to  $5\frac{1}{3}$  cords of wood from Dec 11. to date \$16". Was that wood furnished to you or on your account or on your order?

Ans. No - it was furnished to Charlie Pinner he ordered it - he had a sick spell and it was burnt in his room.

39 Ques. Do I understand you to mean to say that it was furnished on your order request or instance?

It was not - Charlie ordered it - and it was his room.

40 Ques. There are few more items to the bio for wood Mch<sup>1</sup>, 11, 19, & 22 respectively for \$2, \$1, \$1, & \$2 - Were these items or any of them of wood furnished you or any one else at your request or instance?

Ans. No - the last bio of wood was not mine - was not furnished at my request

41 Ques. State whether or not you have been paid the annuity or any part thereof falling due from the 1<sup>st</sup> day of July 1895, to the present time?

Ans. I haven't had any money paid since the \$50. except which the items which I acknowledge on that account.

42 Ques. According to the terms of the annuity there was \$43 falling due to you on the 1<sup>st</sup> day of October 1895, and \$43 falling due on the 1<sup>st</sup> of Jan'y 1896. and \$43 falling due April 1<sup>st</sup> 1896 - to day - Is that so.

Ans. That's right

43 Ques. And you have received nothing on account of all the annuities due you, including the note for \$273<sup>16</sup>, except the \$50 credited on your bio and the items of the

account aforesaid acknowledged to be correct by you.

Ans. That is all that I have received

44 Ques. And do you claim ~~that~~ said <sup>unpaid</sup> annuities with the interest thereon on the installments free due to date subject to the credits aforesaid

Ans. I claim it - yes

45 Ques. Was this note of \$273.<sup>16</sup> and marked Exhibit "4" and this account, Exhibit "5," placed with Judge R. R. Prentiss trustee, as your claim for unpaid annuities?

They were.

46 Ques. When you directed as aforesaid it was paid

Ans. Yes

47 Ques. How long have you been residing in Baltimore?

Ans. Two months

48 Ques. Where were you residing prior to that time and with whom?

4 months I was in North Carolina at Enfield with Mrs. A. O. Whitaker boarding

with at \$12<sup>50</sup> per month

49 Ques.

Prior to going to Enfield where were you living and with whom.

Ans.

With my son James H. Primer in Chester  
I stayed six months with his widow after  
he died

50 Ques.

How long were you living with your son  
James H. Primer before his death

Ans.

15 Years.

51 Ques.

What did you pay him for board or  
Maintenance

Ans.

I could not pay him anything be-  
cause I could not get anything to pay  
I did not pay anything for 4 or 5 years.

52 Ques.

What did you pay his wife after his  
death?

Ans.

~~If I could~~ I promised to pay \$8.33  
a month - \$100 a year - but have not  
paid her anything.

53 Ques.

What are you to pay A. J. Primer now  
He has \$20 a month for board. but  
I have never paid him a cent.

54 Ques.

What property or other monetary resources have you other than the annuity aforesaid?

Ans.

Not one cent - not a dime.

55 Ques.

Is there any opportunity to pay those who have been maintaining you the recovery of the annuity provided for in the deed of M. F. Primer and J. P. Primer wife

Ans.

That is the only opportunity I can ever have.

56 Ques.

Did you pay Mrs. Whittaker?

Ans.

Yes she's paid Charlie Primer paid her.

57 Ques.

What has your son Millard F. Primer contributed to your support outside of your annuity?

Ans.

Nothing since he owned the farm. When he was a young man he was very generous and nice. He helped me - but now since he has a family - it was not because he didn't want to - he has a tender place in his heart - but because he got in a tight place.

58 Ques.

May I ask what are your feelings towards ~~them~~ them?

Ans. I feel just the same that I always did - I have nothing but sympathy for him - the Lord knows.

59 Ques.

Cross Examined by Plaintiff's counsel.

1 Ques.

You have said you sold all your dower interest in your late husband's estate to your son Arthur J. Pinner in Aug. 1883, and that that the consideration for the said sale was \$72 per annum to be paid as long as you lived. Did your son Arthur J. Pinner furnish you any security for the payment of the said annuity?

Ans. I am not positive about that - I should think the deed would show.

2 Ques.

Then you do not remember having any deed of trust, mortgage or other security for the payment of the said annuity?

Ans. I don't know.

3 Ques.

Did Arthur J. Pinner pay you the said annuity until the deed of trust was made to secure the same by H. L. Pinner wife and M. F. Pinner wife on the 18<sup>th</sup> of Jan'y

1889?

Ans.

He paid every dollar.

4 Ques.

When H. P. Primer's wife and M. F. Primer & wife made the said deed of trust dated the 18<sup>th</sup> day of January 1889, did they or either of them owe you anything

Ans.

I don't think they did - they paid me when they were together, until it was delivered into M. F. Primer's hands. - I think so but it has been so long ago I don't remember distinctly.

5 Ques.

Then Mr. M. F. Primer did not owe you this annuity of \$172 or any part thereof until he assumed the same by his said deed of trust to R. B. Prentiss Trustee dated Jan'y 18 1889?

Ans.

I think it was paid up to the time that M. F. Primer assumed it by his said deed of trust.

6 Ques.

Can you state why Mr. M. F. Primer agreed to assume the payment of this annuity of \$172 per annum for his brother A. J. Primer?

Because Arthur sold out to M. F. Primer and H. P. Primer and Mary McRae Primer

the wife of M.G. Pinner, the Pembroke farm.

7. Ques. Can you state the price or consideration of said sale?

Ans. I think the deed would show that - I don't know

8. Ques. You have said in answer to Question 7 in the Examination in Chief that this  $\$172$  annuity secured to you by the deed of trust made by H.P. Pinner wife and M.F. Pinner wife was the annuity due you by H.P. Pinner - How do you know this?

Ans. Because there were three men appointed to ascertain what my annuity should be and they said it should be  $\$172$ ; <sup>and</sup> I understood when these other gentlemen took it in hand they agreed to pay me the same annuity. That's the way I understood it

9. Ques. Do you know why they agreed to do this?

Ans. They agreed to pay me - there's the contract - they agreed to pay me as Arthur had paid me - as my annuity and not as interest. That was my annuity settled by those 3 gentlemen.

10 Ques. The question is. Why did they agree to assume & pay this annuity?

Ans. Because they bought the property <sup>and</sup> bought it on the same ~~property~~ terms.

11 Ques. Was that property, after your deed of Aug. 1883 to A. J. Pinner in any manner bound for the said annuity?

Ans. I considered it as such and they considered it as such.

12 Ques. But have you not stated that Mr. Arthur J. Pinner did not so far as you remember, give you any security for the payment of the said annuity at the time you sold him your lower interest?

Ans. I don't remember that - I could not say whether he did or did not

13 Ques. Then you do not know whether or not there was any lien on the land conveyed given by Mr. Arthur J. Pinner to secure you this annuity?

Ans. I don't remember - the deeds in the Clerk's office will show.

14 Ques. Do you claim any annuity as due you farther back than the date of the note

of \$273.<sup>16</sup> given you by M. F. Pinner and Mary McRae Pinner which has been filed as an exhibit!

Ans. I do not

15 Ques. Then when the said note was given I understood it covered all the amounts due to you up to that time?

Ans. I think so.

And further this deponent says it is not.

Agnes Pinner

Arthur J. Pinner being duly sworn deposes and says:-

Examined by J. F. Cracker.

1 Ques. State your name age & residence  
Ans. A. J. Pinner age 41 years - residence  
Baltimore Md.

2 Ques. Are you the A. J. Pinner one of the defendants in this suit?

Ans. Yes Sir.

3 Ques. Did you buy the above interest of your mother in the Pepprocker Farm

and if so what was the consideration?

Ans. I did - for the sum of one hundred and seventy two dollars per annum payable quarterly, during her life.

4 Ques. How did you arrive at the annual sum of \$172<sup>00</sup>?

Ans. It was an amount assessed by Mrs. Dempsey Whitehead, John M. Cowling and C. T. Minton -

5 Ques. Were these appointed by you and your mother to ascertain the annual value of her dower?

Ans. They were.

6 Ques. Did they make a report of their action?

Ans. Yes.

7 Ques. Is this writing which is offered as Exhibit "7" their report?

Ans. It is.

8 Ques. The consideration for the conveyance by your mother of her dower interest to you is expressed in her deed to you, is it not?

Ans. Yes Sir.

9 Ques. Did you afterwards convey certain lands including the lower lands of your mother to Hampden P. Pinner and Mary McRae Pinner?

Ans. I did

10 Ques. Is this a copy of Exhibit A. filed with the plaintiff be the deed by which you made said conveyance?

Ans. I think so - that's the deed.

11 Ques. What was the consideration of the conveyance made by said deed  
(Question excepted to because it calls for secondary evidence - the deed itself being the best evidence of what the consideration ~~what~~ was.)

Ans. They were to pay to Mrs J. Agnes Pinner the sum of £172. per annum payable quarterly during her natural life - pay to me in cash the sum of Thirty five hundred dollars; - also to pay one hundred and seventy two dollars payable quarterly one year after her death - also to pay me the sum of Twenty five hundred (2500) Dollars One year after her death without interest until maturity.

12 Ques. Did they pay you the thirty five hundred dollars cash?

Ans. They did.

13 Ques. Did they give you the bond for the \$2500 payable without interest one year after the ~~date~~ death of your mother?

Ans. Yes.

14 Ques. Did they give any deed of trust to secure the payment of that bond and the annuity to your mother?

Ans. They did.

15 Ques. Is this, a copy of the deed of trust, which is marked Exhibit C. And has been filed marked Exhibit 3 with the deposition of Mrs. Purmer

Ans. Yes - I think so.

16 Ques. It is alleged in the brief of the plaintiffs that the said \$172 annually was to be paid as interest on the \$2500 which was to be paid one year after the death of your mother - State whether or not this is true?

Ans. It is not - nothing was ever said about interest.

17 Ques. State whether or not it was to be paid as a part of the purchase price which you for the property which you conveyed by the aforesaid deed?

Ans. It was paid as a part of the purchase money - \$172 per annum.

18 Ques. Who holds the bond for the \$2500?

Ans. It is held by the Farmers Bank of Varnamant.

19 Ques. In what way does it hold it?

Ans. For a loan - as collateral for a loan.

20 Ques. Do you know for how much?

Ans. I don't know the exact amount - between one and two hundred dollars now

21 Ques. Who owns the bond?

Ans. Mrs. Fannie T. Pinner.

22 Ques. Who is she

Ans. My wife

23 Ques. How came she to be the owner of it

Ans. I owed the Farmers Bank \$200 - way back in '92 - Mr B. C. Eley Sr and B. C. Eley Jr. agreed to loan or rather agreed to pay the note that the bond was held as

collateral for cut - In that loan I was to pay the note over to Mrs Nannie P. Pinner she further assuming the debt due to Angus Hemphost & Co. for which they were personally responsible - She further became responsible for a debt due to my sister - I did have a list of what she agreed to become responsible for - it amounted to between \$1000 and \$1200 some are yet due and drawing interest - some are paid off.

24 Ques Please look at this paper, which is to be marked Exhibit 8, and say whether the same is a copy of the bond for \$2500 made by H. P. Pinner and Mary McRae Pinner referred to in your deposition foregoing.

Ans. It is

25 Ques And please state whether the endorsement made on said copy is the endorsement which you made on the original bond and whether the date there mentioned is the true date of your assignment to her.

Yes - to both questions -

26 Ques Have any payments ever been made to you by the makers of the bond?

Ans. Do you mean on the bond - not even  
cent.

Cross examination by plaintiff counsel.

1 Ques. When you purchased the lower interest of  
your mother in the said Plumbecker Farm  
and promised to pay her therefor \$172 per  
year so long as she lived, did you give  
her any deed of trust, mortgage, or other  
security for this \$172?

Ans. I think not - the deed she gave me is  
the one I went by to pay her. I don't  
think any other paper passed between us.

2 Ques. Then she had no lien or claim on the  
said land when it came into your hands?

Ans. No.

3 Ques. Then she had no lien or claim on the  
said land when you sold it to H.P.  
Pimer and Mary McRae Pimer

Ans. Only her deed to me - that is what I  
went by.

4 Ques. Suppose after you purchased your  
mother's interest in this land you had

died insolvent how would your mother have collected her annuity?

Ans. At that time I owed three for every dollar I owed - if I had died insolvent she would have been unprovided for, and would have been another creditor

5 Ques. In answer to the question "What was the consideration when you sold the farm to H. P. Pinner and Mary McRae Pinner" you have stated among other things that as a part of the consideration they were to pay your mother \$172 per annum so long as she lived. Did you not formerly owe her this \$172 per annum and did they not assume it and promise to pay it for you?

Ans. I owed her \$172 yearly - They assumed it in part payment of the farm.

6 Ques. Did they owe her anything, so far as you know, before they assumed the payment of this \$172

Ans. I think not never heard of any obligation between them.

7 Ques. What was your price in round numbers for that farm?

Ans. \$6000 payable to ~~mother~~. And \$172 to be paid to Mrs J. Agnes Primer yearly during her natural life

8 Ques. When you sold them the farm you gave them credit for \$2500 taking their bond secured by trust deed payable one year after your mother's death did you not?

Ans. I think that's the way it was drawn up

9 Ques. You have said that nothing was said about interest when the deal was made - Do you not know that the deed of trust says specifically that the said bond was not to bear interest until maturity?

Ans. Well if it is written so in there.

10 Ques. Have you ever demanded or received since that bond was given any interest on the same?

Ans. There's no interest due on it - No.

11 Ques. Why did you give them this indefinite credit for this large sum of money with out interest?

Ans. Well that was the understanding

in the sale. They were to pay me \$3500 cash pay mother \$172 per annum pay me \$172 one year after her death. The balance due on the farm was to be paid me one year after her death.

12 Ques. Is it not a fact that you agreed with them not to charge any interest on the \$2500 bond until maturity if they would pay your mother \$172 per annum for her life?

Ans. There was nothing said about interest in the sale.

13 Ques. As a good business man would you loan people \$2500. for an indefinite time without interest?

Ans. I never considered that to be mine during her life.

14 Ques. Is it not a fact that this \$172 per annum to your mother was in lieu of interest on the \$2500.

Ans. I did not consider it that way - they may have. I don't know what way they looked at it - I did not.

15 Ques. This \$2500 bond read "payable one year after the death of your

your mother" and the deed of trust state that in addition to paying her \$172 per annum for her life ~~you were~~ they were to pay you \$172 the year succeeding her death? Now if this was not in lieu of interest on that bond for said year why did you agree on that particular length of time for the \$172 to be paid to you individually?

Ans. That \$172 was paid as a part of the purchase money on an extension of time

16 Ques. Why did you not include this \$172 payable to you with the \$6000. and call it \$6172? ~~and the~~

Ans. Well that was the understanding between us - ~~that for the~~

17 Ques. Why did you not include that \$172 in the \$2500 and call it \$2672? the time at which both would have fallen due being the same?

Ans. The \$172 was to be paid quarterly the same as the amounts paid to mother.

18 Ques. Was that your only reason for

so turning it up.

Ans. That was the understanding between us as the deeds will show - that was their own offer and proposition.

19 Ques. Suppose this farm had been sold by Master R. R. Prentiss as advertised and had gone into the hands of a stranger what would have become of your mother's security for the payment of her \$172 per annum accruing in the future?

Ans. They would have been provided from the sale of the farm I would say.

20 Ques. Did I understand you to say that you did not consider the \$2000 bond as belonging to you while your mother lived?

Ans. Uncollectable I should say.

21 Ques. Did you not say you did not consider it yours while she lived?

Ans. Not its full value - it might be worth what it would sell for on the market.

22 Ques. I did not ask you as to its value I only called your attention to your

statement in answer to question 13 "I did not consider it mine while she lived" what did you mean by that statement.

Ans. It was in such shape that it was uncollectable - it had very little value in the shape it is in.

23<sup>d</sup> Quer. Then why did you put it in such shape as to be of very little value unless the consideration therefor was the \$172 which they assumed for you to your mother

Ans. Because the payments that were to be made would justify me in waiting such a length of time.

And further this deponent sayeth not.

Arthur J. Pinner

State of Virginia:-

City of Portsmouth twitt:-

I, Lewis C. Phillips a Notary Public for the City of Portsmouth, in the State of Virginia, do hereby certify that the foregoing deposition of Julia Agnes Pinner and Arthur J. Pinner were duly taken sworn to and subscribed before me, at

the time and place and for the purpose  
in the caption hereto mentioned.

Given under my hand this 1<sup>st</sup> day of  
April in the year 1896.

Louis C. Phillips  
Notary Public

Fee. ~~17~~.<sup>00</sup>

Mary McRae Pinner  
husband

v. }

Julia Agnes Pinner &c

---

Depositions of Julia  
Agnes Pinner & others  
for defendant.

1896 April 3rd

Filed

A. C. Gomez Clark

The depositions of M. F. Pinner and others taken before me J. H. Burgess a Notary public for the County of Xausumund and State of Virginia pursuant to the annexed notice at the office of Rawls & Briggs in Suffolk Virginia on this 6<sup>th</sup> day of April 1896 between the hours of 9 a.m. and 6 p.m. to be read as evidence on behalf of Mary Macka Pinner and M. F. Pinner in a suit in equity depending in the Circuit Court of Xausumund County wherein the said Mary Macka Pinner and M. F. Pinner are complainants and R. R. Prentiss Trustee, Arthur J. Pinner and Julia Agnes Pinner are defendants.

Present:-

R. H. Rawls Atty for Complainants  
J. F. Crocker Atty for Defendants.

M. F. Pinner being duly sworn deposes and says as follows;

1 Ques What is your name age  
residence occupation and do

Know the parties to this suit?

Ans.

My name is M. F. Primer, 39 years,  
I reside in Nausumond County &  
know all the parties to this suit.  
The <sup>plaintiff</sup> ~~defendant~~ Mary MacRae Primer  
is my wife.

Q. 2

The bill of complaint alleges that  
Mary MacRae Primer & H. P. Primer  
bought of Arthur J. Primer certain  
real estate in Nausumond Co.  
described in Exhibit "A" filed  
with the bill, state whether  
this is true?

Ans. 2.

It is -

Q. 3

The bill also states that afterwards  
the said H. P. Primer & wife sold  
all his interest in the said  
real estate to Mary MacRae Primer  
as appears by Exhibit "B" filed  
with the bill, state if this  
is true?

Ans. 3

It is

Q. 4 Then do I understand that your wife Mary MacRae Pinner thus became the sole owner of the land in question?

Ans 4 She did -

Q. 5 Now this real estate include the land known as the "Pembroke farm"?

Ans. 5. It does.

Q. 6 Is this "Pembroke farm" the land in which your mother, Julia Agnes Pinner, formerly owned a down interest?

Ans. 6 It is -

Q. 7 What disposition did she make of her said down interest?

Ans. 7 She sold it to Arthur J. Pinner by deed -

Q. 8 Was this before the conveyance of Arthur J. Pinner to Mary MacRae Pinner & H. P. Pinner?

Ans. 8. It was -

Q. 9. How do I understand that when Arthur J. Primer sold this land to Mary MacRae Primer & H. P. Primer he owed the entire interest therein including the down interest?

Ans. 9. He did -

Q. 10. When your mother Julia Agnes Primer sold her down interest in said land to Arthur J. Primer what was the consideration?

Ans. 10. He was to pay her one hundred (\$100<sup>00</sup>) & security two dollars per year as long as she lived, payments to be made in quarterly installments.

Q. 11. Did he give any lien on said land or any other security for the payment of this money?

Ans. 11. He did not.

Q. 12

When the deal was made by which Arthur J. Pinner sold this land to Mary MacRae Pinner & W. P. Pinner do you know who acted as agent & managed the matter for Mary MacRae Pinner?

Ans 12

I managed it.

Q. 13

What was the price & consideration for said sale of said land?

Ans 13

They were to pay six (\$6,000.00) thousand dollars for the farm.

Q. 14

were the grantees to pay cash for it?

Ans 14

They were, & we paid twenty-five hundred (\$2,500.00) dollars cash & while we were looking around to see where we could raise the balance — twenty-five \$2,500.00 hundred dollars — Arthur J. Pinner told us that he wanted to lend the twenty-five (\$2,500.00) hundred dollars to some one who would pay him one hundred & twenty

two (\$172<sup>00</sup>) dollars interest  
on the twenty five hundred  
(\$500<sup>00</sup>) dollars as long as  
his mother Mrs Julia A  
Pinner lived & if we would  
borrow it & make the interest  
payable to Mrs Julia Agnes  
Pinner in quarterly instalments  
according to his agreement  
with her that he would  
lend it to us. We told  
him that that was an  
indiscrete time that if  
he would make it one year  
after her death that we  
would borrow it. We then  
made the principal payable  
to him one year after the  
death of Mrs Julia A. Pinner  
& the interest to Mrs Julia  
A. Pinner in quarterly instalments  
until her death & the succeeding  
year to him in a like  
manner. He gave as his  
reason for wanting to make  
this loan in this manner  
that his mother Mrs. Julia  
A. Pinner had no security.

for what he agreed to pay  
him for her down right  
in the real estate mentioned  
in the deed - & if he should  
die before this mother Mrs  
Julia A. Pomer that he  
did not know that his wife's  
family would allow her <sup>his wife's</sup>  
to carry out his agreement  
with her, but if he made  
the principal payable to  
himself one year after his  
death & make the interest  
payable to her <sup>his mother</sup> that no  
one but her <sup>she alone</sup> could collect  
it until her death &  
as we had the use of the  
money twelve months after  
her death that he would  
accept the same rate  
of interest on the same  
terms until the maturity  
of the bond

2. 15-

Then you and your wife gave  
a deed of trust on said land  
to secure twenty five hundred  
\$2500.00 dollars of the purchase  
money?

Ans. 15- for did -

Q. 16 Examine exhibit "C" & say if this is the said deed of trust?

Ans 16 It is -

Q. 17 What was the principal sum secured to be paid to Arthur J. Pinner & what was the annual interest on the same secured to be paid to Julia Agnes Pinner -?

Ans. 17 The principal sum secured to be paid to A. J. Pinner was twenty five (\$25 00 00) hundred dollars & the annual interest secured to be paid to Julia Agnes Pinner was one hundred & twenty two (\$122 00) dollars to be paid quarterly as long as she lived.

Q. 18

I notice that the (\$25 00 00) twenty five hundred dollars was made payable one year after the date of your mother's death.

Q. 18 (Cont)

Julia Agnes Peimer - an indefinite length of time - & that it was to bear no interest until maturity - Can you state why such an indefinite credit was given without interest?

Ans. 18 Because we secured to him the payment of the interest on the twenty five hundred (\$2500<sup>00</sup>) dollars by giving Mrs Julia A Peimer a deed of trust on the said property to secure <sup>to him</sup> the interest until her death & to him the year succeeding her death in a like manner.

Q. 19 State whether the one hundred & seventy two (\$172<sup>00</sup>) dollars was the interest to be paid for the loan & for balance of the said twenty five hundred (\$2500<sup>00</sup>) dollars?

Objected to by Counsel for the defendant as a leading question.

Ans 19 It was.

Q. 20

I notice that the deed of trust secures your mother the payment of one hundred & seventy-two (\$172<sup>dollars</sup> 00) for her life. State whether you or your wife Mary Mackay Primer owed her anything at that time?

Ans. 20

We did not.

Q. 21,

Then if neither of you owed her anything and the one hundred & seventy-two (\$172<sup>00</sup>) was interest on the twenty-five hundred (\$25.00<sup>00</sup>) dollars due to Arthur J. Primer why did you promise to pay it to Julia Agnes Primer?

Ans. 21

At the request of Arthur J. Primer & to keep his wife & wife's family from collecting it until the death of Mrs Julia A. Primer -

Q. 22

Was she present?

Ans. 22

She, my mother, was not.

Q. 23.

Did she know it -

Ans. 23

I don't think she did -

Q. 24 w'd she request it -?

Ans 24 She did not -

Q. 25 If Arthur J. Primer had died insolvent & you had sold your wife this land what security - could your mother have had for her one hundred & seventy two (\$172<sup>00</sup>) dollars per annum?

Ans. 25 None that I know of -

Q. 26 If this land is sold by the trustee & goes into the hands of a stranger what security - will your mother have for the payment of the one hundred & seventy two (\$172<sup>00</sup>) dollars per annum?

Ans. 26. I don't know -

Q. 27 Can you state how much money is secured to your mother under this trust deed?

Ans 27 I don't know - it is an indefinite sum.

Q 28.

Is not the amount indefinite & undeterminable?

Ans 28

It is -

Q. 29

With your knowledge of the land state whether it can be sold to advantage or for a fair price with this indefinite lien on it?

Ans 29

I am satisfied that it cannot, I have had several parties to look at the farm with the view of purchasing, & the title has been the trouble because they could not construe this deed of trust of A. J. Pinner's -

Q. 30.

What are your feelings towards your mother Mrs Julia Agnes Pinner at this time?

Ans. 30

Nothing but the very kindest.

Cross- Examination

Q. 1.

Why do you say the amount due your mother is undetermined does not the deed provide that you shall pay for one hundred & seventy-two dollars (\$172<sup>00</sup>) during for life?

Ans. 1.

Because no one can determine how long she will live -

Q. 2

Her death bring uncertainty as to time is that the only indefiniteness as to the amount that is to be paid?

Ans. 2

all that I know

Q. 3

Why should there be any trouble with a purchaser under the deed of trust seeing that it directs the property to be sold for cash?

Ans. 3.

all the purchasers that I have ever talked with, have always manifested a desire to pay cash for the farm & they did not want any encumbrance on it & I saw no way of releasing the property of the land except that it be sold by the trustee at a

public sale - I refer to a  
private sale -

Q. 4

would there be any trouble at a  
private sale to sell the farm  
for cash with the consent  
of your mother & of the holder  
of the twenty five hundred  
(\$2500<sup>00</sup>) dollar obligation?

Ans 4

There would not, but Mrs. Julia  
& Oliver & Arthur J. Oliver  
have more than once refused to  
release the property

Q. 5

Upon the offer of payment of all  
that they claim to be due?

Ans 5

They have & long before the suit  
was begun -

Q. 6.

When were you living & your  
wife, & Arthur J. Oliver  
at the time at the  
time of the execution  
of the deed of the 18<sup>th</sup>  
day of January 1889?

Ans. 6 My wife & myself were living in  
Suffolk. Arthur J. Primer ~~lives~~  
living in Chesham ~~to~~

Q 7 Who drew up the papers for the  
conveyance of the property from  
A. J. Primer & wife to your wife  
& H. P. Primer & the deed of trust.

Ans 7 I am certain that Mr. Robt. R.  
Prutis drew up the papers this.  
I was not present.

Q 8. Did you & Arthur J. Primer  
meet at Judge Prutis' office  
for the purpose of having  
the deeds drawn.

Ans. 8. We did not & no part of the  
bargain was ever explained to  
Mr. Prutis in my presence.

Q 9 So I understand that you as  
agent for your wife negotiated for  
the purchase of this property with  
A. J. Primer?

Ans. 9. For her portion of it -  
H. P. Primer represented herself.

2.10

What cloud upon the title of  
this property is there?

Aug. 16

The public generally don't understand  
the construction of this deed of  
trust of A. J. Ruess. Now, I know  
this to be so, I have tried to  
secure a loan on the property  
I have had a number of men  
to say that they understood  
that I was paying a hundred  
& seventy-two (~~172~~) dollars a  
year to my mother as long as  
she lived & interest to A. J. Ruess  
besides, while I have explained  
the matter to the best of my ability  
I have never found anyone willing  
to take a risk on the property—  
and fear that this document  
suits not.

M. J. Piinen

Mrs Mary Mae Rar Penner being  
duly sworn deposes & says as  
follows:

2, 1

What is your name, age, residence,  
occupation, & do you know the  
parties to this deed

Ans 1, Mary MacRae Pinner, age 34,  
wides, in Nausemond Co & I know  
all the parties to this suit

Q. 2 Are you the owner of the  
'Rembroken farm', which is the  
subject of this controversy?

Ans. 2 Yrs

Q 3 Did you give the deed of trust  
on it in favor of Arthur J. Pinner  
Mrs Julia Agnes Pinner marked  
Exhibit "C" & filed with the bill

Ans 3. Yrs, I did -

Q 4 Do you remember the amount you  
secured to Arthur J. Pinner in that  
deed?

Ans 4 Seventy five hundred (\$500<sup>00</sup>)  
dollars

Q 5 Do you remember the amount  
secured in said deed to Mrs Julia  
Agnes Pinner?

Ans. The sum of one hundred & seventy two

(#172<sup>70</sup>) dollars a year as long  
as she lived

Q

Did you ever hear any thing  
at the time this deed was made?

Ans.

No, not a cent.

Q.

Did you ever hear Mr. Arthur  
J. Pinner make any statement  
as to what this (#172<sup>70</sup>) one  
hundred & seventy two dollars  
per annum was for, if  
so state what it was?

Ans,

Yes I did hear him say what  
it was for, one evening some  
time after the deed of trust was  
given he was in my  
house when we lived on  
Main St & was complaining  
to my husband about hard  
times, he said that he was  
sorry he had had this  
deed of trust in question written  
as it was. Because when  
<sup>by counsel for defendant</sup>  
~~the~~ caption is <sup>to</sup> be true, <sup>to</sup>  
any declaration made  
by A. J. Pinner subsequent

to this deed of trust & deed  
of conveyance. If it be sought  
then by to effect any interest  
other than his own ~~by~~ ~~conveyance~~  
~~for~~ ~~plumby~~! He had that  
paper written it was his  
idea that he could lend the  
money to H. P. Pomeroy & myself  
to bring him in one hundred  
seventy two (\$172<sup>00</sup>) dollars  
interest & have that settled  
irrevocably on his mother, &  
still have our mortgage for  
hundred <sup>five</sup> hundred (\$500<sup>00</sup>)  
dollars, that he could use  
as collateral security - to borrow  
money to carry on his business  
& in that way he would  
have <sup>in a manner</sup> the use of his money &  
have his mother absolutely secure  
in case of his death, but  
he had found out when he  
tried to borrow money on the  
mortgage that he could not  
use it as collateral, because  
of the uncertain maturity of  
time & that he was sorry  
he made it so. He said  
that he made it that way

- that is the interest payable to his mother, because he was afraid that in case of his death, his wife's father would influence her to not carry out his promise to his mother.

deponent accepted to on the ground indicated above.

and further this deponent said not.

Mary MacRae Piimer

State of Virginia  
County of Hanover } to wit-

I, James W. Burgess, a Notary Public for the County aforesaid in the State of Virginia do certify that <sup>the foregoing depositions of</sup> Mary MacRae Piimer M. F. Piimer being duly sworn sworn duly before me and subscribed before me at the time & place, mentioned therein - given under my hand this 6<sup>th</sup> day of April 1896

James W. Burgess  
Notary Public

To Robert R. Prentiss Trustee,  
Arthur J. Pinner and Julia  
Agnes Pinner,

TAKE NOTICE that we shall, on the 6<sup>th</sup> day of April 1896,  
at the Office of Rawley & Briggs  
in Suffolk Virginia

between the hours of 9 A. M. and 6 P. M., on that day, proceed to take the depositions  
of M. F. Pinner and others, to be read in evidence in our  
behalf, in a certain suit in equity  
depending in the Circuit Court for the County  
of Nauyasmond wherein you are Defendant  
and we are Plaintiffs;  
and if, from any cause, the taking of the said depositions be not commenced on that day, or, if  
commenced, be not concluded on that day, the taking of the same will be adjourned and continued  
from day to day, or from time to time, at the same place and between the same hours, until the  
same shall be completed.

Respectfully yours,

Mary Mackie Pinner  
M. F. Pinner  
By Counsel

We hereby accept sufficient and  
legal service of the within  
notice. April 1<sup>st</sup> 1896,

J. H. H. H.  
for Deft.

in the Circuit Court of Lawrence and  
County.

To the Honorable Judge of said  
Court.

The Petitioner of A. J. Pinman  
executor of Mrs. Julia Agnes  
Pinman deceased respectfully rep-  
resents that his said decedent de-  
parted this life on day of 1896  
testate, and that her will was duly admitted  
on 11<sup>th</sup> day of May 1896 to probate in  
the County Court of said County, and that  
on said day in said Court your petitioner  
duly qualified as executor of her said  
will, as will appear by certified copy  
of said will and qualification.  
<sup>There will find</sup> That the said decedent was one of  
the defendants to a chancery suit instituted  
as now pending in your Honor's Court of  
which Mr. F. Pinman and Mary MacRae Pin-  
man his wife are plaintiffs; that said  
decedent filed her answer to the bill  
of complaint. Your Petitioner humbly  
prays that he may be made a  
party defendant to said suit, and  
that the said suit may be revived in  
his name as such executor; and that  
the said answer of his decedent

Pinner &

or

Pinner &

Pelition and  
Answer of A. J.  
Pinner & S. J.  
L. A. Pinner

They & others in his answer to and bill  
as he will save by the

Thomas J. Pinner

In the Circuit Court of Hansen  
County.

M. J. Pinner & wife

A. J. Pinner et al.

The petition of <sup>Hannie</sup> Hattie J. Pinner  
wife of A. J. Pinner respectfully  
represents, That for value paid by  
others for me A. J. Pinner as-  
signed to me March 18 1892 the  
bond of H. P. Pinner and Mary Mac  
Rae Pinner to Arthur J. Pinner  
executed 18 January 1889 for \$2500  
payable one year after the death  
of Julia Agnes Pinner widow of  
Jeremiah Pinner dec'd with  
interest from maturity. And that  
she is the owner of the said bond, and,  
just to a debt of \$146.16 due  
the Farmers Bank of Hansen,  
with interest from 9th June 1896 - for  
which the said Bank holds the said  
bond as collateral. She prays that  
she may be made a party de-  
pendent to the above entitled suit, and  
that she may be, and she holds to the  
same

rights of the said A. J. D. W. as  
to said bus. as the payment of said  
bus may be made to her, and that  
she may have all other funds and  
general relief as the case may require  
with giving many more rights to her  
and she will be very happy.

hannah J. D. W.

of St. Louis city

*Pinus L.*

v

*Pinus L.*

*Reliqui of  
Larva 1. Pinus*

The answer of Julia Agnes Pinner to the bill of complaint exhibited against her and others in the Circuit Court of Hampshire County by Mary McKae Pinner and Melbard F. Pinner her husband.

This defendant says, that she is the widow of Jeremiah Pinner deceased; that as such widow there was duly assigned to her by meter and bounds a portion of the Pembroke farm as and for her dower in all the real estate of which her said husband was seized and possessed; that she subsequently sold and conveyed her said dower to her son, Arthur J. Pinner in consideration of an annuity of \$172.00 to be paid to her quarterly during her life; that the said A. J. Pinner at his wife's request sold and conveyed the said Pembroke farm including the said dower land and other tracts of land to H. P. Pinner and the said Mary McKae Pinner; that as a part of the purchase price of said land the said H. P. Pinner and Mary McKae Pinner agreed with the said A. J. Pinner, to assume and pay to this respondent the said annuity and to

secure its payment by a deed of trust  
on the said Pembroke Farm; that they  
did by their deed bearing date on the 18<sup>th</sup>  
day of January 1888 convey the said farm  
to R R Prentiss in trust among other  
things to secure the payment of said  
annuity to this respondent, which deed is the  
same that is filed as exhibit "C" with the  
said bill; that she denies that the as-  
sumption of the payment of the said annuity  
by the said H C. Purrier and Mary McRae  
Purrier was by an agreement for the  
loan and forbearance of the \$2500, ~~and~~  
also secured by the said deed of  
trust as a part of the said pur-  
chase money for said lands, but  
the same was an independent part  
of said purchase money, according  
to the terms of the sale and purchase  
of said lands, and she says that  
the said annuity was not intended as  
interest on the said \$2500, and that  
it was not usurious interest, and that  
there was no loan or forbearance  
of money in the sale and purchase of  
said land. If there was any usurious  
agreement as to the payment of the considera-  
tion of the purchase money, this respondent

but no notice thereof.

That on the 1<sup>st</sup> July 1882 there was due  
her and unpaid on account of the said an-  
nuity \$273.16, for which the said Mary McKane  
Purman and Mr. J. Purman gave their note to the  
subscribed payable one year after date with  
interest for said note. No part of the said note  
has been paid, nor has any part of the  
said annuity accrued for the 1 July  
1882 been paid <sup>as</sup> ~~as~~ <sup>\$220.</sup> \$50 credits on  
her account paid with her deposit ~~and~~ \$  
for certain claims on an account of a bill  
presented lately against her, as will appear  
in her deposition. She claims as due  
her all of said unpaid annuity with  
interest for the dates aforesaid the sever-  
al installments of the same <sup>as</sup> ~~as~~ <sup>\$220.</sup> full due  
subject to the said credits of \$50 and \$

That although she has made frequent  
demands for the payment of her annuity,  
the said Mary McKane Purman has refused  
and neglected to pay the same, and being  
wholly dependent on said annuity for  
her maintenance, she felt compelled to  
request the said Mr. Purman to  
to enforce the payment of her annuity  
by a sale under the said deed of trust.

That there is no claim upon the title  
of said land created by said deed of trust.

Miner

v

Prentiss Tucker & Co

Answer of

Mrs. J. C. Legner Miner

as the there is no reason why the suit is impracticable  
should not be dismissed as the suit cannot be  
sustained, as it is

J. C. Legner Miner

The answer of Arthur J. Pinner  
to the bill of complaint exhibited against  
him and others by Mary McKue Pinner  
and M. F. Pinner her husband in the Circuit  
Court of Hancock County.

This defendant says.

That having  
bought the rights of the other heirs in the  
Pembroke farms and other lands, he offered  
to buy of his mother, Julia Agnes Pinner  
her dower land which had been assigned  
her in the Pembroke farms. To this end he  
and his mother appointed three disinterested  
persons to value the annual rent of said  
dower land. These persons valued the rent  
at \$172. The said J. Agnes Pinner then  
sold and conveyed her said dower land to this  
respondent of in consideration of an an-  
nuity of \$172 <sup>of \$172</sup> he paid her annually in four equal  
installments quarterly during her life - as  
will appear by reference to her deed.

That when he was negotiating with his  
brother H. P. Pinner and the said Mary  
McKue Pinner for the sale of the said  
Pembroke farms and certain other  
lands, he made it a primary term  
of said sale that they should assume the  
payment of the said annuity to his mother  
and to secure its payment by a deed of

trust in the Pembroke farm. The other terms of the sale were that they should pay him \$3500 Cash, and give their bond for \$2500 payable one year after the death of Mrs J Agnes Pinner without interest, and also pay him \$172 one year after her death. These were the terms and consideration of the said conveyance. The said annuity to Mrs. Pinner was not intended to be an interest on the said \$2500 - nor in lieu of interest, but was, as so intended to be, an independent part of the purchase money. He declares that the said annuity was usurious interest and was given for the loan and forbearance of the said \$2500. There was no loan or forbearance of the said \$2500 - in the sense of the usury laws - and there was no agreement to that effect or to that end -

This respondent on the 1892 assigned the said bond for \$2500 to his wife Marriam J. Pinner for valuable consideration paid by others for her - and he has no further interest in the same. And having answered &c.

Arthur J. Pinner

Pinner L

v

Parentless host L

Anson of  
A. J. Pinner

In the Circuit Court of the County of Nansemond, Virginia:  
Mary MacRae Pinner and Millard F. Pinner her husband.

vs

In Chancery.

Robert R. Prentis trustee, Arthur J. Pinner and <sup>Julia</sup> Agnes Pinner.

To the Honorable, Robert R. Prentis, judge of the  
Circuit Court of the county of Nansemond:

Your complainants the said Mary MacRae Pinner  
and Millard F. Pinner her husband, humbly complaining, shows to the  
court:

That your complainant Mary MacRae  
Pinner and one H. P. Pinner (Who is now dead) bought of Arthur J. Pin-  
ner certain real estate in the county of Nansemond, in the state  
of Virginia, as will more fully appear by reference to a deed of  
bargain and sale from said Arthur J. Pinner and wife, dated on the  
18th day of January 1889, which has been duly recorded, the origi-  
nal of which is herewith filed as an exhibit, marked "A" and prayed  
to be read as a part of this bill. To this exhibit the court is  
respectfully referred for a full and particular description of the  
said real estate. That afterwards by another deed of bargain and  
sale duly recorded, which original deed is herewith filed as an ex-  
hibit marked "B" and prayed to be taken and read as a part of this  
bill, the said H. P. Pinner and wife conveyed to your complainant  
Mary MacRae Pinner all the interest in and to said real estate  
conveyed to him, the said H. P. Pinner, by said Arthur J. Pinner <sup>wife</sup> by  
the conveyance aforesaid, whereby the said Mary MacRae Pinner became  
the sole owner of said real estate, she assuming the payment of  
that part of the balance of the purchase price hereinafter named  
due by said H. P. Pinner.

Your complainants say that the purchase price of said real  
estate was six thousand dollars as set out in the said deed, and

that said Arthur J. Pinner then and there informed your complainant Mary MacRae Pinner and said H. P. Pinner that he owed and desired to pay his mother, Julia Agnes Pinner, the sum of one hundred and seventy-two dollars annually in quarterly instalments during her lifetime, and that his said mother had no security for what he owed her.,       The said Arthur J. Pinner proposed to the said purchasers that if they would pay him the sum of thirty-five hundred dollars in cash, part of the said purchase price for said real estate, that he would loan them the balance of twenty-five hundred dollars during the lifetime of said Julia Agnes Pinner, and for one year thereafter, provided they would pay for the said loan and forbearance thereof enough to pay the said amounts or payments due by him to his said mother during her lifetime and pay him a like sum in like manner for the one year next after the death of the said Julia Agnes Pinner, and said Mary MacRae Pinner and H. P. Pinner thinking what money they had could be used in business to advantage, and knowing the rate of interest was a fraction less than seven per centum per annum, agreed to accept the loan on the terms proposed, and secure it by a deed of trust on the said real estate. It was then suggested that as a matter of convenience to said Arthur J. Pinner that said quarterly payments be made direct to said Julia Agnes Pinner during her lifetime instead of to said Arthur J. Pinner to be by him paid to his said mother, accordingly, the said sum of thirty-five hundred dollars was paid, and a deed of trust from said H. P. Pinner and wife and Mary MacRae Pinner and her husband to said Robert R. Prentiss trustee was drawn, an attested copy of which is herewith filed as an exhibit marked "C" and prayed to be taken and read as a part of this bill, reference to which is respectfully made in regard to the debt or debts secured, terms of sale, and distribution of proceeds of sale. Your complainants say that Julia Agnes Pinner was an entire stranger to said

transaction, and that no consideration passed from her to said purchasers or to either of them, and that she was only mentioned as abeneficiary at the request, and to suit the convenience, of said Arthur J. Pinner. Your complainants say that the payments of one hundr<sup>3</sup>d and seventy two dollars annually in quarterly instalments to said Julia Agnes Pinner during her lifetime, and a like sum in like manner to said Arthur J. Pinner for the year thereafter, as provided in said deed of trust was by agreement for the loan and the forbearance of the said twenty-five hundred dollars and for nothing else, and in this way they say that said debt secured by said deed of trust was and is usurious and void as to the payments of interest.

Your complainants say that said Robert R. Prentiss trustee is advertizing said real estate to be sold at public auction for CASH on the 16th day of December 1895 as will appear by a clipping from the Suffolk Herald, a newspaper published in the town of Suffolk Va., and your complainants are informed and believe, and here charge, that the beneficiaries at whose instance and request said sale is being advertized, claim that on the first day of October 1895 there was due and payable under said deed of trust different sums and payments amounting to seven hundred and sixty dollars and sixteen cents exclusive of interest thereon, when in truth and in fact there was then due and payable, disregarding any all questions of usury, not more than the sum of four hundred and thirty dollars and thirty three cents, that is to say, said beneficiary or beneficiaries refuse to credit said Mary MacRae Pinner with the sum of three hundred and twenty nine dollars and eighty three cents which she has paid to said <sup>Julia</sup> Mary Agnes Pinner, and can abundantly prove it if allowed. The said Mary MacRae Pinner says if said credit to which she is justly entitled had been applied and allowed she could and would have

4

1

paid the claim and avoided the sale. She says that if said credit is now allowed, as in justice it should be, she will at any time and here and now offers to pay the balance which may be found to be justly due and payable under said trust deed.

Your complainants say that the said real estate is worth from seven to eight thousand dollars, and that if the title to the same was cleared of the cloud resting thereon, there would be no difficulty in securing a loan of four or five thousand dollars on it. Your complainants are advised that there is a grave doubt as to what title the said trustee can give if a sale is made before the trust is construed. The trust deed provides that in case of a sale after paying costs of sale, the proceeds " shall be applied in payment of the debts hereby secured without preference, and the residue, if any, shall be paid to H.P.Pinner and Mary MacRae Pinner". Now, if Julia Agnes Pinner is secured for a certain sum of money annually during her life, how can it be ascertained what debts are secured till she is dead? If Julia Agnes Pinner is secured for an annuity during her life your complaints say that there is a grave and serious doubt whether said annuity would be a charge on said real estate in the hands of a purchaser. Your Complainants say that there is a cloud resting on the title to said property which will seriously prejudice their rights and damage the sale of the property if sold before it is removed.

Your complainants say that if said debt or debts are purged of usury, and the property credits are allowed, said Mary MacRae Pinner can, and will, and here and now offers to pay every dollar she owes or can be legally called on to pay under said trust

Your complainants say that said Arthur J.Pinner is a non resident of the state of Virginia and is a resident of the city of Baltimore M.d., that said Julia Agnes Pinner is now residing at Enfield in the state of North Carolina, and that the other

parties to this suit reside in the county of Nansemond in the state of Virginia.

Forasmuch as your complainants are remediless save in this court of equity where alone such matters are cognizable and relievable, they pray that said Robert R. Prentis trustee, Arthur J. Pinner and Julia Agnes Pinner be made parties defendants to this bill of complaint, and required to answer the same, an answer on oath is hereby expressly waived, that said defendants their agents and attorneys be enjoined and restrained from selling or further proceeding to sell said property in this bill and exhibits described, that said trust be construed and the title to said property be defined by this honorable Court, that any cloud resting on the title to said property be removed, that said debt or debts claimed by the beneficiaries under the said trust deed be declared usurious and void, that all sums heretofore paid may be credited on the principal sum of twenty-five hundred dollars evidenced by said bond and named in said deed of trust, that an account may be taken, stated and reported to court showing what has been paid on said indebtedness, and the balance remaining unpaid, that it may be ascertained and determined when and to whom the said balance shall be paid, that all such other, further and general relief may be afforded your complainants as to equity and good conscience may seem meet, and they will ever pray, etc.

W. S. Hallas Jr., D.

Virginia:

I, J. H. Burgess

A

Millard F. Pinner  
Mary Mac Rae Pinner  
53 M. F. Pinner  
Notary Public in

and for the county of Nansemond in the state of Virginia, do certify that Millard F. Pinner whose name is signed to the foregoing bill in chancery came before me in my said county and made solemn oath in due form of law that the statements contained in the said bill in chancery are true to the best of his knowledge, information

and belief.

Given under my hand this 9th day of December 1895.

*J. L. Burgess N. P.*

On motion of the plaintiffs, by attorney, and for good cause shown and injunction is awarded the plaintiffs enjoining and restraining the defendants, their agents and attorneys from selling or further proceeding to sell the real estate in the bill and exhibits described till the further order of the court, but before this injunction shall take effect the plaintiff Mary MacRae Pinner or some one for her shall enter into bond before the clerk of the <sup>Circuit</sup> court, <sup>of the County of</sup> in the <sup>Nansemond</sup> penalty of \$500~~00~~ with surety by the said clerk deemed sufficient, payable and conditioned according to law.

*William Bruce Martin, Judge of  
the Court of Law and Chancery of the City of Norfolk -*  
To the Clerk of the Circuit Court of the county of Nansemond:

Pinner et. al.

vs {

Pinner's Trustee & al.

Bill of Complaint

Mary MacRae Finner & Others  
Against In Chancery  
Robert R Prentiss Trustee & Others.

1895 Decr. 12th. Process issued returnable Decem-  
ber Rules 3rd Monday.

" " 16. Process returned executed on  
resident defendant Robert R  
Prentiss Trustee.

Bill filed <sup>with 3 Exhibits</sup> and decree nisi vs him

1896 Jan'y 6th, Order of Publication affidavit of  
non residence filed. and Order  
of Publication.

" " 20<sup>th</sup> Set for hearing on order of Publication

W. S. Holland, of  
Mary MacRae Pinner  
& M. F. Pinner  
vs In Chancery  
Robert R. Prentiss trustee &c

1909  
July 16th  
Final Decree.

M. M. Rae Pinner vs Prentiss trustee

Costs  
Clerk-12.93  
Shff- 1.00  
Tax 1.50  
Atty 15.00  
S. News 16.25  
LHP } 7.00  
NP }  
\$ 53.68