1924-011
Nansemond Co (Suffolk) Chancery Causes: Charlie Lewis et al vs George W. Daniels et al

Hosier, Brewer, Holland, Phoenix Bank of Nansemond I, Saratoga Place Corp I

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond,--Greetings:

We Command You That You Summon ..... H.C.Askew .....
....
....
....
to appear before the Judge of our Circuit Court of the County of Nansemond at the Court-house thereof, on the ....26th..... day of .....July ...., 19.24., to testify and the truth to say in behalf of the ..... defendant ....., in a certain matter of controversy in our said Court before the said Judge depending and undetermined between ....Cherlie Lewis et als..... ....
...., Plantiff ....,
and .....George W.Daniels et als ....
...., Defendant .....
And have then there this writ.

Witness, G. E. Bunting, Clerk of said Court, at the Court-house, the ....21st..... day of.....July..... ....., 19 24., and in the 149th...year of the Commonwealth.

... . G.E.Bunting .....Clerk

A copy for
H.C.Askew

VS

SUBPOENA FOR
WITNESS

Nansemond County Circuit Court

the .....day of..... .....

19.....

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond,---Greetings:

We Command You That You Summon ..... H.C.Askew .....

.....

.....

.....

to appear before the Judge of our Circuit Court of the County of Nansemond at the Court-house thereof, on the ...26th ..... day of .....July ....., 1924.., to testify 10 a.m. and the truth to say in behalf of the .....defendant ....., in a certain matter of controversy in our said Court before the said Judge depending and undetermined between ....Charlie Lewis et als ..... Plantiff ....., and .....George W.Daniels et als ..... Defendant .....

And have then there this writ.

Witness, G. E. Bunting, Clerk of said Court, at the Court-house, the ...21st..... day of....July..... ....., 1924.., and in the 149th....year of the Commonwealth.

G.E.Bunting, p. .....Clerk

Original

Charlie Lewis et als

VS } SUBPOENA FOR Deft's.
WITNESS

George W.Daniels et als

Nansemond County Circuit Court

the .....day of..... .....

19.....

Not found -

E B Rawles
Sheriff

Information is that
H Castleson is in New York

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond,---Greetings:

We Command You That You Summon ...Charlie. Lewis, Oscar. Hunter, ... Col. R. L. Brewer, Jr., and Ed. Brown ....

Original

Chas. Travis et al

VS

SUBPOENA FOR Depts.
WITNESS

B. H. Daniels et al

Nansemond County Circuit Court

the .....day of..... .....

19.....

Executed

E. B. Rawls
Sheriff.

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

April 24, 1924.

Mr. George E. Bunting, Clerk,
Suffolk, Va.

Dear Sir: Re: Charlie Lewis, R.L. Brewer, Jr. & H.L. Holland
Vs: Geo. W. Daniels. Geo. W. Daniels, trustee, Daisy Daniels and Phoenix Bank of Nansemond.

I hand you herewith notice in the above-styled matter. This proceeding is being taken under Section 6456 of the Code of Virginia, which requires this notice to be served at least twenty days. Please have copy served on each one of the defendants before May 1, 1924. You will find enclosed original and copies for George W. Daniels, George W. Daniels, trustee, Daisy Daniels and the Phoenix Bank of Nansemond. I hand you herewith my check for $7.00 to cover writ tax of $1.00 and deposit of $6.00. If this deposit is not sufficient, please let me know and I will send you check for such additional amount as may be required.

Yours very truly,

Hugh L. Holland

h/d

enc; 4

TO GEORGE W. DANIELS; GEORGE W. DANIELS, TRUSTEE; DAISY DANIELS and PHOENIX BANK OF NANSEMOND.

You are hereby notified that on Tuesday May 20, 1924, at 10:00 o'clock A.M. or as soon thereafter as the Court may hear the case, we shall move the Circuit Court of Nansemond County, Virginia, to have released or discharged a certain deed of trust from Charlie Lewis to George W. Daniels, trustee, for Daisy Daniels, dated September 11, 1922, recorded September 21, 1922, in D.B. 97, page 453, to secure a certain bond therein described for the sum of FIVE HUNDRED AND EIGHTY SEVEN (587.00) DOLLARS, said deed of trust constituting lots 24 and 25 in Block 21 Saratoga Place as security for said debt, which said debt has been paid and discharged. You are also notified that at the same time we shall apply to the said Court for a judgment you for the sum of $20.00 and costs for your failure to release this deed of trust.

Given under our hands this 24th day of April, 1924.

Charlie Lewis

R.L. Brewer, Jr.

Hugh L. Holland.

By Hugh L. Holland,
Their Attorney.

Original

J W R

CHARLIE LEWIS ET ALS

VS) NOTICE

GEORGE DANIELS ET ALS.

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

Executed on the 29 day of April 1924 within the county of Nansemond, by delivering a true copy of the within process.

Daisy Daniels
E B Rawles

George Daniels

29 April 1924

29 April 1924

Daisy Daniels

George Daniels

Geog Daniels

E B Rawles

Executed on the 29 day of Apr 1924 within the county of Nansemond, by delivering a true copy of the within process.

J W Richardson
Pres. Phoenix Bank of Nansemond
E B Rawles

George Daniels Trustee

29 April 1924

29 April 1924

Daisy Daniels

George Daniels Trustee

George Daniels Trustee

E B Rawles

Hugh R. Holland, D.C.

Charles Davis et ux
vs
Notice
George Daniels et als

Recd. in the Clerk's Office
March 30, 1824.
G. E. Bunting Clerk

GEORGE E BUNTING
CLERK OF CIRCUIT COURT OF
NANSEMOND COUNTY
SUFFOLK, VA.

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

Charlie Lewis; J. Walter Hosier, trustee; R.L. Brewer, Jr; William S. Holland, trustee; and Hugh L. Holland

.....Complainants.

vs) Decree

George W. Daniels; George W. Daniels, trustee; Daisy Daniels; and Phoenix Bank of Nansemond.

.....Defendants.

This cause came on this day to be heard on the papers formerly read and on the evidence of witnesses taken down in writing in open Court, and was argued by counsel.

It appearing to the Court that Charlie Lewis executed a certain bond for FIVE HUNDRED AND EIGHTY SEVEN ($587.00) DOLLARS, on September 11, 1922, to George W. Daniels, trustee, for Daisy Daniels, secured by a certain deed of trust recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 97, page 453; that after said deed of trust was so executed the said Charlie Lewis delivered same to George W. Daniels; that said Daisy Daniels assigned said deed of trust bond to the Phoenix Bank of Nansemond for valuable consideration and guaranteed payment of same, and George W. Daniels borrowed from said Phoenix Bank of Nansemond the sum of FOUR HUNDRED AND EIGHTY ($480.00) DOLLARS, on his collateral note for that amount with said deed of trust bond of Charlie Lewis attached as collateral security; that said Charlie Lewis under the circumstances was charged with notice that said George W. Daniels expected to negotiate said deed of trust bond for him, the said Charlie

Lewis, the Court is of opinion that the Phoenix Bank of Nansemond became the holder of said deed of trust bond of Charlie Lewis in good faith to the extent of FOUR HUNDRED AND EIGHTY ($480.00) DOLLARS, with interest thereon from April 4, 1924, the Court doth adjudge, order and decree that said deed of trust is a valid lien in favor of said Phoenix Bank of Nansemond on the property therein described of the said Charlie Lewis only to the extent of FOUR HUNDRED AND EIGHTY ($480.00) DOLLARS, with interest thereon from April 4, 1924, and the Court doth further adjudge, order and decree that neither said George W. Daniels nor Daisy Daniels shall have any rights whatsoever under said bond and deed of trust of Charlie Lewis, any equity in said deed of trust bond or deed of trust being claimed by George W. Daniels or Daisy Daniels is hereby cancelled and declared to be null and void.

It further appearing to the Court that said deed of trust bond was executed by Charlie Lewis to Daisy Daniels to be used by George W. Daniels ais agent for said Charlie Lewis to borrow money for Charlie Lewis to erect a house for said Charlie Lewis on the property described in said deed of trust; that soon after the execution of the said deed of trust bond by Charlie Lewis that Daisy Daniels assigned said bond to the Phoenix Bank of Nansemond and guaranteed payment of same; that said George W. Daniels took said bond and borrowed on the strength of same from the Phoenix Bank of Nansemond the sum of FOUR HUNDRED AND EIGHTY ($480.00) DOLLARS, said loan being negotiated for Charlie Lewis and as agent of Charlie Lewis; that the said George W. Daniels instead of using the said FOUR HUNDRED AND

EIGHTY ($480.00) DOLLARS, for the construction of a house for Charlie Lewis, ~~fraudulently~~ misappropriated said funds to his own use and failed to use said money for the purpose for which said bond was given by Charlie Lewis; that afterwards R.L. Brewer, Jr. became the holder of a certain deed of trust from Charlie Lewis on the same property for the erection of a house on said property, which was actually erected by said R.L. Brewer, Jr., the Court is of opinion that said George W. Daniels and Daisy Daniels are indebted to said Charlie Lewis in the sum of FOUR HUNDRED AND EIGHTY ($480.00) DOLLARS, with interest thereon from April 4, 1924, but that such debt should be paid by said George W. Daniels and Daisy Daniels to R.L. Brewer, Jr. to be credited, when paid, by said R.L. Brewer, Jr. on his said deed of trust against the property of Charlie Lewis, the Court doth adjudge, order and decree that this decree shall have the force and effect of a judgment in favor of said R.L. Brewer, Jr. against George W. Daniels and Daisy Daniels, for the sum of FOUR HUNDRED AND EIGHTY ($480.00) DOLLARS, with interest thereon from April 4, 1924, until paid, upon a Homestead waiving instrument, and that such judgment shall be entered, docketed and indexed as required by law.

Charlie Lewis, et als.

vs) Decree

George W. Daniels, et als.

Chancery Book No 5
Page 486

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY:

Charlie Lewis, et als

v. ANSWER

George W. Daniels, et als

The answer of the Phoenix Bank of Nansemond to a Bill of Complaint filed against it et als in the Circuit Court of Nansemond County by Charlie Lewis, J. Walter Hosier, Trustee, R. L. Brewer, William S. Holland, Trustee and Hugh L. Holland.

This respondent for answer to said bill, or so much thereof as it is advised it is material that it should answer, answers and says:

(1) That the allegations in the first clause of the complainants bill are true.

(2) Your respondent is not advised and has not been advised as to the details of the contract for the erection of a house for Charlie Lewis by George W. Daniels and Daisy Daniels, but during the early part of October, 1922, respondent's cashier was approached by said George W. Daniels and asked to advance a loan to George W. Daniels and Daisy Daniels with the bond of Charlie Lewis,as described by complainant in the first clause of his bill,for the purpose of financing the erection of a house for Charlie Lewis. That respondent made all proper inquiries and was advised that no equities existed against said bond, deed of trust securing such, being then on record and free from any equities of record, and the said George W. Daniels representing himself to be agent of Charlie Lewis for the purpose of hypothecating this bond.

(3) Your respondent further answers and says, that having acquired the said bond and deed of trust when the same was valid

and existing encumbrance on the real estate in question. It is advised that it is not a party to a breach of contract subsequently accurring between George W. Daniels, Daisy Daniels and Charlie Lewis, but on the contrary lent its money in good faith and for the purpose of helping Charlie Lewis to acquire a home. At the time respondent took the bond in question as collateral, the said transaction was through George W. Daniels, acting as agent for Charlie Lewis, said Daisy Daniels being a mere figure head in the transaction, without voice in it one way or another, and merely signed the bond upon the request of George W. Daniels, knowing himself to be insolvent, doing the same in order to protect himself and inserting himself as Trustee in the Deed of Trust in order to get commissions in event of sale. That there had been neither payment nor discharge of said bond at the time it was taken by the Phoenix Bank of Nansemond, but that Charlie Lewis had full knowledge of the transaction at the time, was advised by George W. Daniels of the method of getting money for building, giving his consent thereto, and was a silent partner to the transaction.

(4) That said Charlie Lewis up to the time of bringing this suit had taken no steps to have the bond cancelled as contended for in this suit; has never heretofore advised the Phoenix Bank of Nansemond of any equities existing against said bond, so that it might protect itself, and is estopped to deny the claim of, or claim against the Phoenix Bank of Nansemond.

(5) That R. L. Brewer, Jr., William S. Holland, Trustee, J. Walter Hosier, Trustee and Hugh L. Holland, plaintiffs herein are charged with notice of records as existing in the Clerk's Office of the Circuit Court of Nansemond County, with respect to deeds of trust or other liens on property in Nansemond County, and is estopped to deny, or claim against, the claim of the Phoenix Bank of Nansemond.

(6) That George W. Daniels acted as agent for Charlie Lewis in borrowing money from the Phoenix Bank, at the request of Charlie Lewis; that Daisy Daniels, wife of George W. Daniels, was never interested in this transaction, was not the real owner of the bond, was insolvent, was used as a party payee of the bond merely as a cloak, it being understood that she was not liable, and that the bond is really payable to the Legal Holder, but that George Daniels did not know how to make the bond so payable and thought it was necessary to insert the name of a person in esse in order to make a good bond; that the Phoenix Bank is a legal holder for value without notice.

(7) That there had been no breach of contract between Charlie Lewis and George Daniels at the time of the placing of the bond asked to be discharged in this suit as collateral, the contract between said parties being for no specific time, and recognized and acknowledged as being in force at the time of the hypothecation of said bond.

(8) That defendant Bank advanced money for the building of a house for plaintiff on said bond in good faith and that if plaintiff has lost by reason thereof the Bank is not responsible for the default of the principal's agent, it having no notice of any other agreement between the parties Lewis and Daniels, nor of any equities existing against said bond.

(9) That parties plaintiff have been individually and collectibely negligent and each is and they are estopped thereby.

(10) That parties plaintiff have been individually and collectively guilty of greatest delay, and each is and they are estopped by their own delay.

(11) That defendant Bank claims its agreement is directly with Charlie Lewis, by virtue of whose interest it

claims, and that Daisy Daniels is a mere nominal party.

(12) That no equities had arisen as between Charlie Lewis and either or both of the Daniels at the time of the hypothecation of the bond as collateral; that defendant Bank has advanced cash on conditions as they then existed without notice of defenses.

(13) That said bond has been neither paid nor discharged in any way, shape or form.

(14) That there never has been a breach of contract between Lewis and Daniels ; that said contract is still in force and has not been performed through fault of Lewis.

(15) Respondent further answering denies each and every allegation of bill of complainants, except clause one. And having fully answered resolution prays to be hence dismissed with its reasonable cost in this behalf expended.

Respectfully submitted,

PHOENIX BANK OF NANSEMOND, INCORPORATED.

By _____
Counsel

M. Anderson Mayer
Thos. L. Woodward p.q.

Harris
"
Daniels

Died July 24, 1924

L. E. Dunlap
Clerk

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

Charlie Lewis; J. Walter Hosier, trustee; R.L. Brewer, Jr; William S. Holland, trustee, and Hugh L. Holland.

....Complainants.

vs) Order

George W. Daniels; George W. Daniels, trustee; Daisy Daniels; and Phoenix Bank of Nansemond, a Corporation.

....Defendants.

It appearing to the Court that the complainants have proceeded at law when they should have proceeded in equity, it is ordered that these proceedings be transferred from the law side of the Court to the equity side of the Court. It is also ordered that the complainants may file an amended bill of complaint and that this case shall be placed by the Clerk of this Court on the chancery docket of this Court. It is also ordered that in addition to the original complainants in this case, that William S. Holland, trustee, and J. Walter Hosier, trustee, may join in this suit as parties complainant.

Charlie Lewis; and others.

vs) Order.

George W. Daniels, and others.

Entd May 29. 1926
J. L. McLemore

#5 Fg. 480

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND

Charlie Lewis, J. Walter Hosier, trustee, R. L. Brewer, R. L. Brewer, Jr., William S. Holland, trustee, and Hugh L. Holland. ---- Complainants.	
Vs.	Answer.
George W. Daniels, George W. Daniels, trustee, Daisy Daniels, and Phoenix Bank of Nansemond, a Corporation. ----- Defendants.	

The joint and separate answers of George W. Daniels, George W. Daniels, trustee, and Daisy Daniels, three of the defendants, to a bill of complainant filed against them and others in the Circuit Court of the County of Nansemond by Charlie Lewis, J. Walter Hosier, Trustee, R. L. Brewer,Jr., William S. Holland and Hugh L. Holland, complainants.

The respondents reserving to themselves the benefit of all just exceptions to the said bill of complainant, for answer thereto, or so much thereof as they are advised that it is material they should answer, answer and say :

(A) The the said defendants answer and say that the complainant has an adequate remedy at law; that the complainant has made it impossible for the defendants to perform the contract, that the complainant is estopped by virtue of his voluntary act; that the complainant had notice as to every transactions.

(1) True it is that Charlie Lewis was seized and possessed with two lots in Saratoga Place, Nansemond County, Virginia, in manner and form alleged.

(2) While it is true that the defendants did enter into a contract to build for the complainant, Charlie Lewis, a house, it is untrue as to the time and other terms as alleged in his

bill of complainant, and that they the defendant stand willing and ready to carry outs the terms of their contract.

(3) It is untrue that the ~~the~~ defendants wilfully and deliberately broke and recinded the contract, but on the contrary was willing and ready to carry out the terms of the contract,

(4) It is untrue that defendants are indebted to the said complainant for any amount in the manner and form alleged by the bill of complaint.

(6) It is untrue ~~as to~~ that Charlie Lewis, one of the defendant ~~as to the~~ had no knowledge of the Phoenix Bank of Nansemond holding of the said bond.

(5) It is untrue that the said George Daniels and Daisy Daniels gave up the contract, or ever stated that ~~they~~ they were unable to raise the money to build the said house in manner and form as alleged in the bill of complaint.

(7) And now, having fully answered the complainant's bill, the respondents pray to be hence dismissed with their reasonable costs by them in this behalf expended.

George W. Daniels,

George W. Daniels, Trustee.

Daisy Daniels.

By Howell W. Leon
Their Attorney.

VIRGINIA
IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

CHARLIE LEWIS, et als.

Vs.

GEORGE W. DANIELS, et als.

Answer

Filed July 25, 1924
G. E. Smith, Clerk

Howell & Wilson
Suffolk, Va.

HAMPTON ROADS PAPER CO., NORFOLK

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

Charlie Lewis; J. Walter Hosier, trustee; R.L. Brewer, Jr.; William S. Holland, trustee; and Hugh L. Holland.

.....Complainants.

vs) Bill of Complaint.

George W. Daniels; George W. Daniels, trustee; Daisy Daniels; and Phoenix Bank of Nansemond, a Corporation.

.....Defendants.

To the Honorable Circuit Court of Nansemond County:

Your complainants, Charlie Lewis, J. Walter Hosier, trustee, R.L. Brewer, Jr., William S. Holland, trustee, and Hugh L. Holland, respectfully represent:

(1) That on September 11, 1922, the said Charlie Lewis was seized and possessed in fee simple of two certain lots of land situated in Saratoga Place Nansemond County, Virginia, and described as follows:

> All those lots, pieces or parcels of land situated in Saratoga Place in the County of Nansemond, Virginia, near the Southwestern suburbs of the City of Suffolk, Virginia, known, numbered and designated on the plat of Saratoga Place Corporation, duly of record in the Clerk's Office of Nansemond County, Virginia, in Deed Book No. 66, page 33, as lots numbers 24 and 25 in Block 21.
>
> Said lots being situated on the North side of Brook Avenue, and bounded on the South by said Brook Avenue, on the West by Lot Number 23, in Block 21; on the North by Lots Numbers 7 and 8 in Block 13; on the East by Lot Number 26, in Block 13, Each of said two lots hereby conveyed being thirty (30) feet in width and One Hundred and Ten (110) feet in length. Being the same land conveyed to the said Charlie Lewis by Saratoga Place Corporation by deed dated August 28, 1920, and duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book No. 94, page 596.

(2) That on September 11, 1922, the said Charlie Lewis entered into a contract with George W. Daniels and

Daisy Daniels to erect for him a house on said lots, it being agreed at the time that work on said house was to commence immediately and that said house was to be completed by said George W. Daniels and Daisy Daniels within thirty days from September 11, 1922; that on said September 11, 1922, the said Charlie Lewis executed a deed of trust on said lots to George W. Daniels, trustee, for Daisy Daniels, dated September 11, 1922, and recorded September 21, 1922, in Deed Book 97, page 453, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, said deed of trust being herewith filed, marked "EXHIBIT A", and prayed to be read as a part of this bill, to secure payment of FIVE HUNDRED AND EIGHTY SEVEN ($587.00) DOLLARS, evidenced by a certain common law bond for that amount, payable to said Daisy Daniels; that the amount of this bond represented the contract and purchase price for said house to be erected by George W. Daniels and Daisy Daniels; that the said Charlie Lewis paid to the said George W. Daniels and Daisy Daniels EIGHTY ($80.00) DOLLARS, in part payment on said deed of trust on or about September 11, 1922; that Daisy Daniels and George W. Daniels shortly thereafter delivered on said premises a load of sand, 250 bricks and about 150 feet of sheathing for mortor box; that said Daisy Daniels through George W. Daniels spoke to a carpenter to erect said house but did not pay said carpenter anything; that Charlie Lewis and the carpenter waited on Daisy Daniels and George W. Daniels for more than one month for lime, lumber, and other material to be sent by Daisy Daniels and George W. Daniels for this house, and also for the brick foundation to be laid by Daisy Daniels and George W. Daniels; that said Daisy Daniels and George W. Daniels refused and failed to

furnish the necessary material for the erection of this house; that after Charlie Lewis and the carpenter, who had been engaged by George W. Daniels and Daisy Daniels had been waiting for the material for one month the said Charlie Lewis was told by the said George W. Daniels and Daisy Daniels that he could not borrow the money to build this house and that they the said George W. Daniels and Daisy Daniels would have to give it up and surrender back to Charlie Lewis the original deed of the said Charlie Lewis; that the said George W. Daniels and Daisy Daniels required the said Charlie Lewis to pay TEN ($10.00) DOLLARS additional for the return of his deed, and stating to Charlie Lewis at the time that everything was then all right between them and that they, the said George W. Daniels and Daisy Daniels, had no further claim against Charlie Lewis and no further lien on his property, that they, the said George W. Daniels and Daisy Daniels, had released the the said deed of trust above referred to dated September 11, 1922; and,

(3) That the said Charlie Lewis was anxious to have his house constructed promptly; that the contract for same was wilfully and deliberately broken and rescinded by the said George W. Daniels and Daisy Daniels without cause, which action on the part of said George W. Daniels and Daisy Daniels constituted a discharge in full of the said deed of trust and bond; and,

(4) That the said Daisy Daniels and George W. Daniels are indebted to the said Charlie Lewis in the sum of NINETY ($90.00) DOLLARS, for EIGHTY ($80.00) DOLLARS paid by Charlie Lewis to George W. Daniels and Daisy Daniels on said contract on September 11, 1922, and for the remaining

TEN ($10.00) DOLLARS paid to the said George W. Daniels and Daisy Daniels by Charlie Lewis on or about October 11, 1922, and the said Charlie Lewis is entitled to a judgment against said George W. Daniels and Daisy Daniels for the sum of NINETY ($90.00) DOLLARS, with interest thereon from October 11, 1922, until paid; and,

(5) That after said George W. Daniels and Daisy Daniels had completely and fully broken and given up their contract to erect this house for the said Charlie Lewis, he, the said Charlie Lewis applied to R.L. Brewer, Jr. to erect a house for him on these premises, thinking and having been told by George W. Daniels and Daisy Daniels that the deed of trust to them above referred to had been released and satisfied on the records; that the said Charlie Lewis executed a deed of trust to J. Walter Hosier, trustee, for R.L. Brewer, Jr. on November 15, 1922, said deed of trust being dated November 15, 1922, and recorded November 22, 1922, in Deed Book 97, page 584, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, a certified copy of said deed of trust being herewith filed, marked "EXHIBIT B" and prayed to be read as a part of this bill. This said deed of trust was given to secure to R.L. Brewer, Jr. payment of the sum of EIGHT HUNDRED ($800.00) DOLLARS, evidenced by a bond therein described, for the purpose of the erection of a house on said premises by said R.L. Brewer, Jr. for said Charlie Lewis, which house was erected for said contract price of $800.00 by said R.L. Brewer, Jr., all of which was well known to George W. Daniels and Daisy Daniels without any objection from them ; that a few days after November 15, 1922, the said R.L. Brewer, Jr. sent Oscar Hunter, Jr. to the premises to construct a house for said

Charlie Lewis; that said Oscar Hunter, Jr. finding a small amount of material on said premises saw said George W. Daniels and Daisy Daniels concerning same; that on or about November 18, 1922, shortly after the execution of the aforesaid deed of trust to R.L. Brewer, Jr., the said George W. Daniels and Daisy Daniels came to said Oscar Hunter, Jr. and sold him the small amount of material on said premises for the sum of FIVE ($5.00) DOLLARS, which amount was paid to said George W. Daniels and Daisy Daniels for said material, by said Oscar Hunter, Jr., the said George W. Daniels and Daisy Daniels stating at that time, on or about November 18, 1922, that they were unable to raise the money with which to build a house on said premises for said Charlie Lewis according to their contract with Charlie Lewis; that they had given up and abandoned their contract, turned over the deed for the said property to Charlie Lewis and had no further claims against said Charlie Lewis or his property; and,

(6) That said Charlie Lewis on February 14, 1924, executed a certain deed of trust on the aforesaid property to William S. Holland, trustee, for Hugh L. Holland, to secure payment of the sum of TWO HUNDRED AND FIFTY ($250.00) DOLLARS, said deed of trust being dated February 14, 1924, and recorded in the Clerk's Offide of the Circuit Court of Nansemond County, Virginia, on February 16, 1924, in Deed Book , page , certified copy of said deed of trust is herewith filed, marked "EXHIBIT C", and prayed to be read as a part of this bill; that said Charlie Lewis and R.L. Brewer, Jr. thought said deed of trust to George W. Daniels, trustee, for Daisy Daniels had been released until

a few days prior to April 24, 1924, on which date these proceedings were instituted; that neither Charlie Lewis, nor R.L. Brewer, Jr. nor Hugh L. Holland had any notice of the said deed of trust bond payable to Daisy Daniels was held by the Phoenix Bank of Nansemond, until this information was given to said Hugh L. Holland by J.W. Richardson, Cashier of said Bank on April 24, 1924, the date on which these proceedings were instituted; that at the time these proceedings were instituted on April 24, 1924, no evidence of any assignment of this deed of trust or bond had been made on the record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia,; and,

(7) That the debt secured by the deed of trust to George W. Daniels, trustee, for Daisy Daniels was fully discharged one month after the date of its execution on account of the failure of the said Daisy Daniels and George W. Daniels to furnish the consideration for which the deed of trust was executed; that the bond of the said Charlie Lewis payable to Daisy Daniels was not a negotiable paper and was passed, if at all, to the Phoenix Bank of Nansemond, subject to the agreement existing between said Charlie Lewis and Daisy Daniels and George W. Daniels; and,

(8) That said deed of trust from Charlie Lewis to George W. Daniels, trustee, for Daisy Daniels constitutes a cloud on the title of the said property; that said deed of trust is null and void and fully discharged:

In consideration whereof, and for as much as your complainants are remediless in the premises save by the aid of a court of equity, your complainants pray that the said George W. Daniels, George W. Daniels, trustee, Daisy Daniels and the Phoenix Bank of Nansemond, may be made parties

defendant to this bill and required, but not on their oaths to answer the same, the oaths being hereby waived; that proper process issue&; that the said bond made by Charlie Lewis payable to Daisy Daniels dated September 11, 1922, be cancelled and be declared to be null and void; that said defendants be required to deliver said bond to Charlie Lewis duly cancelled; that said defendants be required to cancel, release, and mark satisfied in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, the said deed of trust from Charlie Lewis to George W. Daniels, trustee, for Daisy Daniels, or that said deed of trust be released and cancelled by order of this court; that a personal judgment be granted to the said Charlie Lewis against George W. Daniels and Daisy Daniels for the sum of NINETY ($90.00) DOLLARS, with interest thereon from October 11, 1922, until paid; that the said defendants be enjoined and restrained from proceeding in any way to collect said bond from Charlie Lewis to Daisy Daniels and also from advertising or selling the said property of the said Charlie Lewis under said deed of trust filed as "Exhibit A" herein; that all proper orders and decrees may be made, accounts taken, and inquiries directed; and that your complainants may have all such further and other and general relief in the premises as the nature of their case may require, or to equity shall seem meet.

Charlie Lewis, R.L. Brewer, Jr.
J. Walter Hosier, trustee,
William S. Holland, trustee and
Hugh L. Holland.

By Hugh L. Holland,
their attorney

Hugh L. Holland,

p.q/

Charlie Lewis, et als.

vs) Bill of Complaint

George W. Daniels, et als.

Filed May 31, 1924

G. E. Simmons

Clerk

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA