1927-004
Nansemond Co (Suffolk) Chancery Causes: Mary Purnell vs R.L. Brewer, Jr et al

Everett, Hewlett, Mitchell, Howell

Suffolk, Va., May 1 1924

Mr. Mary Bunnell & Emma Bittencourt

P.O. "B" Suffolk Va

Your Note for $ 560.00 will be due on the 18th day of May, 1924

Please attend to same when due, and oblige,

Yours respectfully,

R. L. BREWER, JR.

R. L. BREWER & SON
JEWELERS AND OPTICIANS

No. 18962

SUFFOLK, VA. April 18th 1924

PAY TO THE ORDER OF S. E. Everett, atty $154.00/100

One hundred & fifty four DOLLARS

FOR Mary Pennell & Emma Mitchell

TO AMERICAN BANK & TRUST CO., of SUFFOLK, VA.

68-125

R. L. Brewer Son

R. L. BREWER, JR.
INVESTMENTS

No. 19263

SUFFOLK, VA. Aug. 22 1924

PAY TO THE ORDER OF M. Anderson Mayes, Atty. $10.00/100

Ten 00/100 DOLLARS

FOR Overcharge May Primer matter.

TO AMERICAN BANK & TRUST CO. of SUFFOLK, VA.

68-125

R. L. Brewer Jr
By Lucile P. Barton

Pay to the order of

Mary Purnell

M. Anderson Mapey

her

Mary + Purnell

mark -

M. Anderson Mapey

[illegible]

[illegible]

Nansemond County Court

VS.

Papers in above Styled Suit
in the Hands of

Attorney

192__

Mary Purnell
acct. Emma Mitchell
on joint note of $3.10.
"Exhibit "E"

Mary Burnell

Month	Date	Shares	Dues	Interest	Fines	Receipt
April	18-1924			3.00	$3 10.	
May	26			3.00		2
					30	

REMAINING PAGES IN VOLUME ARE BLANK AND HAVE NOT BEEN REFORMATTED

Exhibit "B"

Charles Purnell died on
Nov. 12. 1915.

Mary Purnell

Month 1916 -	Date	Shares	Dues	Interest	Fines	Receipt
May	6		To Bal. due on House & Lot.	790.50		
			Int. Pd to June 6/16			
June	24		By Cash		4.00	
			Bal due	786.50		
			Int. Pd to July 6/16			
July	25		By Cash		4.00	
			Bal Due	781.50		
			Int. Pd to Aug 6/16			
Aug	26		By Cash		4.00	
			Bal due	777.50		
			Int. pd to Sep 6/16			
Sep	23		By Cash		4.00	
			Bal due	773.50		
			Int. pd to Oct 6/16			
Oct	24		By Cash		4.00	
			Bal due	769.50		
			Int. pd to Nov 6-16			
Nov	18		By Cash		4.00	
			Bal due	765.50		

Month	Date	Shares	Dues	Interest	Fines	Receipt
	Amt forwd			765.50		
	Int pd to Dec 6/16					
Dec	15 By Cash			400		
	Bal due			761.50		
1917	Int pd to Jan 6/17					
Jan	6 By Cash			400		
	Bal due			757.50		
	Int pd to Feb 6-17					
Feb	10 By Cash			4.25		
	Bal due			753.25		
	Int. pd to Mar 6/17					
Mar.	17 By Cash			4.25		
	Bal Due			749.00		
	Int Pd to Apr 6/17					
Apr	21 By Cash			4.25		
	Bal due			744.75		
	Int Pd to May 6/17					
May	19 By Cash			4.25		
	Bal due			740.50		

Month	Date	Shares	Dues	Interest	Fines	Receipt
1917	Amt forward				740.50	
	Int Paid to June 6/17					
June	23 By Cash				4.25	
	Bal due				736.25	
	Paid 1916 Taxes					
	Int Pd to July 6/17					
July	21 By Cash				25	
	Bal due				736.00	
	Int Pd to Aug 6/17					
Aug	20 By Cash				4.25	
	Bal Due				731.75	
	Int Pd to Sept 6/17					
Sep	22 By Cash				4.25	
	Bal due				727.50	
	Int Pd to Oct 6/17					
Oct	27 By Cash				4.25	
	Bal due				723.25	
	Int Pd to Nov 6/17					
Nov	24 By Cash				4.25	
	Bal due				719.00	

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Month	Date	Shares	Dues	Interest	Fines	Receipt
	Amt forward				719.00	
	Int. Pd to Dec 6					
Dec	15 By Cash				4.25	
	Bal due				714.75	
1918	Int. Pd to Jan 6/18					
Jan	26 By Cash				4.25	
	Bal due				710.50	
	Int. Pd to Feb 6/18					
Feb	23 By Cash				4.25	
	Bal due				706.25	
	Int. Pd to Mar 6/18					
Mar	23 By Cash				4.25	
	Bal due				702.00	
	Int. Pd to Apr 6/18					
Apr	27 By Cash				4.25	
	Bal due				697.75	
	Int. Pd to May 6/18					
May	25 By Cash				4.25	
	Bal due				693.50	
	Int. Pd to June 6/18					
June	22 By Cash				4.25	
	Bal due				689.25	

Month	Date	Shares	Dues	Interest	Fines	Receipt
			Acct. Fund	689.25		
			Int Pd to July 6/18			
July	20		By Collect			4.25
			Bal Due	685.00		
			Int Pd to Aug 6/18			
Aug	17		By Cash			4.25
			Bal due	680.75		
			Int Pd to Sept 6/18			
Sept	11		By Cash			4.25
			Bal Due	676.50		
			Int Pd to Oct 6/18			
Oct	19		By Cash			4.25
			Bal Due	672.25		
			1917 Taxes Paid			
			Int Pd to Nov 6/18			
Nov	23		By Cash			1.00
			Bal due	671.25		
			Int Pd to Dec 6/18			
Dec	30		By Cash			4.50
			Bal due	666.75		

Month	Date	Shares	Dues	Interest	Fines	Receipt
				Amt Forwd		666.75
				Int Pd to Jan 6/19		
Feb.	2			By Cash		4.50
				Bal Due		662.25
				Int Pd to Feb 6/19		
Mar	24			By Cash		4.50
				Bal due		657.75
				Int Pd to Mar 6/19		
Apr	23			By Cash		4.50
				Bal Due		653.25
~~May~~	~~31~~			~~By Cash~~		~~4.50~~
				~~Bal Due~~		~~648.75~~
				Int Pd to Apr 6/19		
May	31			By Cash		4.50
				Bal due		648.75
				Int Pd to May 6/19		
July	5			By Cash		4.50
				Bal due		644.25
				Int Pd to June 6/19		
Sept	2			By Cash		4.50
				Amt Forwd		639.75

Month	Date	Shares	Dues	Interest	Fines	Receipt
	Int Pd to July 6/19					
July	6 By Cash			4.50		
				635.25		
	Int Pd to Aug 6/19					
Nov	17 By Cash			5.50		
	Bal due			629.75		
	Int Pd to Sept 6/19					
Dec	12 By Cash			4.50		
	Bal Due			625.25		
1920	Int Pd to Oct 6/19					
Jan	5 By Cash			4.50		
	Bal due			620.75		
	Int Pd to Nov 6/19					
Feb	2 By Cash			4.50		
	Bal Due			616.25		
	Int Pd to Dec 6/19					
Mar	2 By Cash			4.50		
	Bal Due			611.75		

Month	Date	Shares	Dues	Interest	Fines	Receipt
Amt Loaned				$ 611.75		
Int Pd to Jan 6/20						
Apr	1	By Cash			4.50	
		Bal Due		607.25		
Int Pd to Feb 6/20						
May	1	By Cash			4.50	
		Bal Due		602.75		
Int Pd to Mar 6/20						
June	5	By Cash			4.50	
		Bal Due		598.25		
Int Pd to Apr 6/20						
July	3	By Cash			4.50	
		Bal due		593.75		
Int Pd to May 6/20						
"	"	" June 6/20				
"	"	" July 6/20				
Aug	2	By Cash			5.00	
		Bal Due		588.75		
Int Pd to Aug 6/20						
Sept	5	By Cash			5.00	
		Bal Due		583.75		

Month	Date	Shares	Dues	Interest	Fines	Receipt
			Cont. Fund —			
						583.75
			Int. Pd to Sept 6/20			
Nov.	6	By Cash				5.00
			Bal Due			578.75
			Int Pd to Oct 6/20			
Dec	11	By Cash				5.00
			Bal Due			573.75
1921		Int Pd to Nov 6/20				
Jan	18	By Cash				5.00
			Bal due			568.75
		1920 Taxes Paid				
		Int Pd to Dec 6/20				
Feb	13	By Cash				5.00
			Bal due			563.75
		Int Pd to Jan 6/21				
Mar	2	By Cash				5.00
			Bal Due			558.75
		Int Pd to Feb 6/21				
Apr	16	By Cash				5.00
			Bal due			553.75

Month	Date	Shares	Dues	Interest	Fines	Receipt
		Forward		553.75		
		Int Pd to Mar 6/21				
May	28	By Cash			5.00	
		Bal due		548.75		
		Int. Pd to Apr 6/21				
June	30	By Cash			5.00	
		Bal Due		543.75		
		Int Pd to May 6/21				
July	30	By Cash			5.00	
		Bal Due		538.75		
		Int Pd to June 6/21				
Aug	3	By Cash			5.00	
		Bal Due		533.75		
		Int Pd to July 6/21				
Sept.	3	By Cash			5.00	
		Bal Due		528.75		
		Int Pd to Aug 6/21				
Oct.	29	By Cash			5.00	
		Bal Due		523.75		
		Int Pd to Sept 6/21				
Dec.	3	By Cash			5.00	
				518.75		

218.12

Month	Date	Shares	Dues	Interest	Fines	Receipt
				518.75		
Int Pd to Oct 6/21						
Jan 7 By Cash					5.00	
Bal due				513.75		
Int Pd to Nov 6/21						
Feb 4 By Cash					5.00	
Bal Due				508.75		
Int Pd to Dec 6/21						
Mar 18 By Cash					5.00	
Bal due				503.75		
Int Pd to Jan 6/22						
Apr 29 By Cash					5.00	
Bal due				448.75		
Int Pd to Feb 6/22						
July 22 By Cash					5.00	
Bal due				443.75		
Int Pd to March 6/22						
Sept 4 By Cash					5.00	
Bal Due				438.75		
1921 Taxes Paid						

Month	Date	Shares	Dues	Interest	Fines	Receipt
1922	Forward			438.75		
	Int Pd to Apr 6/22					
Oct	6 By Cash			5.75		
	Bal due			433.00		
	Int Pd to May 6/22					
Nov.	4 By Cash			5.00		
	Bal Due			428.00		
	Int Pd to June 6/22					
Dec	9 By Cash			5.00		
	Bal due			423.00		
	Int Paid to Aug 6/22					
	" " " Sept 6/22					
Jan	30 By Cash			5.00		
	Bal due			418.00		
	Int Pd to Oct 6/22					
Feb.	27 By Cash			5.00		
	Bal Due			413.00		
	Int Pd to Dec 6/22					
	" " " Mar 6/23					
	" " " May 6/23					
May 10	5 By Cash			2.00		
	Bal due			411.00		

Month	Date	Shares	Dues	Interest	Fines	Receipt
1923	Forward			411.00		
	Int Pd to June 6/23					
June	16 By Cash			6.00		
	Bal due			405.00		
	Int Pd to July 6/23					
July	16 By Cash			6.00		
	Bal Due			399.00		
	1922 dues Paid					
	Int Pd to Aug 6/23					
Aug	16 By Cash			6.00		
	Bal Due			393.00		
	Int Pd to Sept 6/23					
Sept	13 By Cash			6.00		
	Bal Due			387.00		
	Int Pd to Oct 6/23					
Oct	13 By Cash			6.00		
	Bal Due			381.00		
	$2.94 due Paid					
	Int Pd to Nov 6/23					
Nov	10 By Cash			6.00		
	Bal Due			375.00		

Month	Date	Shares	Due	Interest	Fines	Receipt
	amt Fwd					375.00
	Int Pd to Dec 6/23					
Dec	1 By Cash					6.00
	Bal Due					369.00
	1923 Taxes Paid					
	Int Pd to Jan 6/24					
Jan	5 By Cash					6.00
	Bal due					363.00
	Int Pd to Feb 6/24					
Feb.	4 By Cash					6.50
	Bal Due					356.50
	Int Pd to Mar 6/24					
Mar	3 By Cash					6.50
	Bal Due					350.00
	Int Pd to Apr 6/24					
Apr	5 By Cash					6.50
	Bal Due					343.50

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January 3rd, 1927.

Col. H. L. Brewer, Jr.,
Suffolk, Va.

Dear Sir:-

You are letting Mary Purnell have $150.00 this morning and are taking a deed of trust on her house and lot in South Suffolk to secure the same.

This is to close the unsettled transaction between Mary Purnell and Emma Mitchell. At the same time you are to release Mary Purnell's house and lot that is now in the joint deed of trust with Emma Mitchell, but it is not to affect the lien on the property of Emma Mitchell in any way.

The $150.00 is accounted for as follows:

To be credited on the note you now hold against Emma Mitchell and Mary Purnell as shown by the amount agreed upon by Mary Purnell and myself that is due you on the note you hold secured by the joint deed of trust.....$88.40

My fee for drawing the papers and recording same..... $1.60

Total.....$150.00

I am having Mary Purnell sign this letter with me so as to avoid any misunderstanding whatever.

Yours truly,

_____

_____

This Deed, Made this 18th day of April in the year one thousand nine hundred and twenty four between Mary Purnell of the City of Suffolk, Virginia, party of the first part, and Emma Mitchell, of Suffolk, Virginia, party of the second part-

WITNESSETH: That in consideration of the sum of One Hundred ($100.00) Dollars, the said Mary Purnell doth grant unto the said Emma Mitchell with GENERAL WARRANTY, all That certain lot, piece, or parcel of land, known, numbered and designated as Lot Number 5, in Block "G", as shown on the plan or plat of South Suffolk, said plan or plat being duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, said lot fronting on the West side of Spruce Street (40) feet, and extending Westward between parallel lines 120 feet, and being the same lot conveyed to the said Mary Purnell by R.L.Brewer, Jr. by deed dated the 17 day of April, 1924 and duly or record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia.

The said party of the first part covenants that she hath the right to convey the land to the grantee; that she hath 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 she the said party of the first part, will execute such further assurances of the said land as may be requisite.

Witness the following signature and seal;

Witness Sue W.Riddick. Mary her x mark Purnell (Seal)

STATE OF VIRGINIA,

CITY OF SUFFOLK, To-Wit;

I, Sue W.Riddick a Notary Public of and for the City aforesaid, in the State of Virginia, do certify that Mary Purnell whose name is signed to the writing hereto annexed, bearing date the 18th day of April 1924 hath acknowledged the same before me in my City aforesaid.

My term of office expires 10th day of March 1925.

Given under my hand this 18th day of April 1924.

Sue W.Riddick

Notary Public

VIRGINIA;

In the Clerk's Office of the Circuit Court of Nansemond County the 18th day of April 1924.

This deed was presented, and, with the certificate annexed admitted to record.

Teste; G.E.Bunting, Clerk.

By, Ruby V.Benton, D.C.

A true copy made this 25th day of October 1926.

Teste; G.E. Bunting Clerk.

By, M.K. Gardwell D.C.

Copy

Mary Pennell

To (Deed of B & S)

Emma Mitchell

Exhibit "A"

Fee $1.50

CONTRACT FOR DEED.

THIS AGREEMENT, Made and entered into this 6th day of August 1913, between R. L. BREWER, JR., of SUFFOLK, VIRGINIA, of the first part, and ~~Charles Purnell~~, ~~_____~~, of Nansemond Co Virginia of the second part:

WITNESSETH, That for and in consideration of the payment of the sum of money hereinafter mentioned, the said party of the first part agrees to sell to party of the second part, and the said party of the second part agrees to purchase from party of the first part, the following described real estate, to-wit:

All of that certain lot, piece, or parcel of land, known, numbered, and designated as lots number 4 and 5 in block G, as shown on the plan or plat of SOUTH SUFFOLK, said plan or plat being duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, said lot fronting on the West side of Spruce St, 80 feet, and extending Westward between parallel lines 120 feet.

The said party of the second part agrees to pay to said party of the first part for said land, the sum of $925.00, payable $25.00 upon the delivery of this contract, and the further sum of $10.00 each month until the full purchase price is paid.

The said party of the second part further agrees that in default of payments due for any period exceeding 30 days, said party of the second part shall forfeit to party of the first part all cash paid, and same shall be considered by both parties to this contract as rent, and this contract then shall be considered null and void.

Said party of the second part further agrees that notice by mail by party of the first part of amount in arrears shall be sufficient notice of the forfeiture of this contract.

Said party of the second part agrees that no building shall be erected on the above described lot within ten feet from the street line.

In witness whereof the said parties have hereunto set their hands and seals this 6th day of August 1913.

Witness:
Rochelle Harrell

R. L. Brewer Jr. (Seal.)
Charles his x mark Purnell (Seal.)

Contract
Transferred
Nov 28/19 to
Andrew Purnell
Gilmore Purnell
Fannie Purnell
Pattie J Purnell
Polly Purnell
Mary Purnell -

Exhibit "A"

April 18th, 1924.

Emma Mitchell,
Mary Purnell,
Suffolk, Va.

Dear Emma and Mary:-

We are addressing this letter to you so you can have it and to avoid any misunderstanding between you.

The facts are these:

You two have signed a joint note, dated today, payable to R. L. Brewer, Junior, for $560.00, in which S. E. Everett is Trustee, and each one has put in her own property as security for the same.

The amount which each owes on this deed of trust is as follows:

Emma Mitchell owes $250.00 and

Mary Purnell owes $310.00.

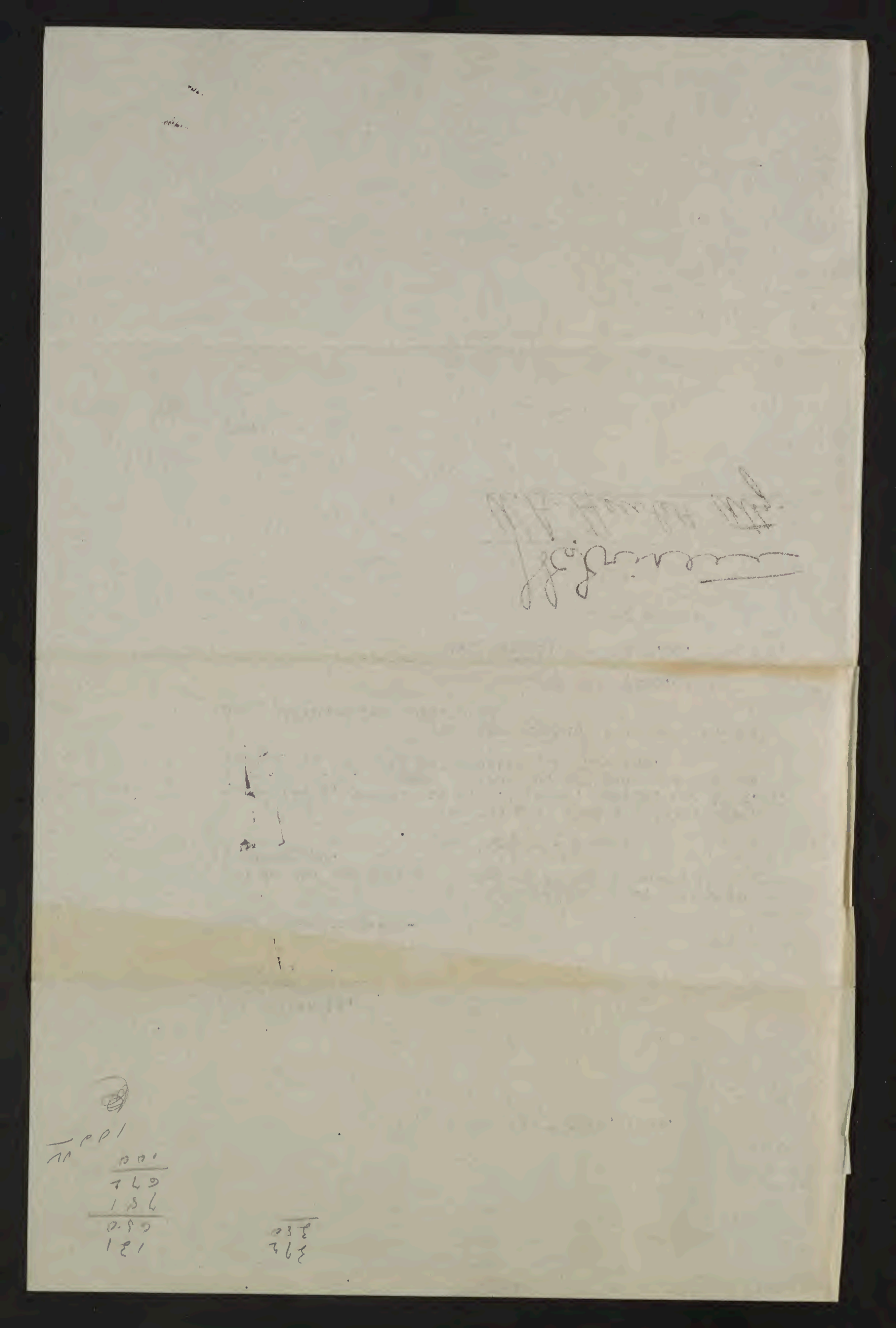
Very truly yours,

S. E. Everett

W. A. Hewlett Atty.

SEE:R

560



BERTRAM S. NUSBAUM
ATTORNEY AT LAW
CITIZENS BANK BUILDING
NORFOLK, VA.

March
Third,
1925.

George E. Bunting, Esq.,
Clerk of the Circuit Court of Nansemond Co.,
Suffolk, Virginia.

Dear Sir:-

RE: Mary Purnell vs. R. L. Brewer, Jr., et als.,

I am herewith forwarding to you for filing in your Court memorandum and bill of complaint together with my check for $10.00 covering costs in the above entitled cause in chancery. The defendants, R. L. Brewer, Jr., S. E. Everett and S. E. Everett, Trustee, reside in Suffolk, Virginia, and Emma Mitchell lives in Nansemond County. As W. A. Hewlett resides in Norfolk, if process is sent to me, I will deliver it to the Sergeant here for service with his address.

Yours respectfully,

Bertram Nusbaum

BSN/C.
encs.

CHANCERY SUMMONS

The Commonwealth of Virginia.

TO THE SHERIFF OF NANSEMOND COUNTY---GREETING:

You are Hereby Commanded to Summon R.L.Brewer,Jr.,S.E.Everett, S.E.Everett,Trustee,W.A.Hewlett and Emma Mitchell

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 March,1925, to answer a Bill in Chancery, exhibited against them in the said Court by Mary Purnell

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this 4th day of March, 1925, in the 149 year of the Commonwealth.

A Copy---Teste: _____ Clerk

Teste: G. E. Bunting Clerk

Executed on the 7 day of
Mch 1925 within the County of
Nansemond, by delivering a
true copy of the within process,
in writing, to Emma
Mitchel in person
E B Rawles
Sheriff of Nansemond County

Original

B. S. Nusbaum p. q.

Mary Purnell

vs. } In Chancery

R. L. Brewer, Jr et als

1925

Mar. Rules

Third Monday.

NANSEMOND COUNTY COURT,

Process Book, No

Page

Executed this ____ day of ________, 191__ by delivering a true copy of the within process to ________
____
____
in person, in the County of Nansemond, State of Virginia.

________ Sheriff

CHANCERY SUMMONS

The Commonwealth of Virginia.

TO THE ~~SHERIFF OF NANSEMOND COUNTY~~ Sergeant of the City of Suffolk GREETING:

You are Hereby Commanded to Summon R.L.Brewer,Jr.,S.E.Everett, S.E.Everett,Trustee,W.A.Hewlett and Emma Mitchell

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 March,1925, to answer a Bill in Chancery, exhibited against them in the said Court by Mary Purnell

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this 4th day of March, 1925, in the 149th year of the Commonwealth.

~~A Copy---Teste:~~ _____ Clerk

Teste: G. E. Bunting Clerk

Executed March 5th 1925
By serving a true copy thereof on the defendant in person. R. E. Brewer

In the City of Suffolk, Va.

[illegible]
City Sergeant

By .....
Deputy Sergeant

Executed March 5th 1925
By serving a true copy thereof on the defendant in person. E. E. Everett

In the City of Suffolk, Va.

.....
City Sergeant

By .....
Deputy Sergeant

Executed March 5th 1925
By serving a true copy thereof on the defendant in person. C. Trusten

In the City of Suffolk, Va.

[illegible]
City Sergeant

By .....
Deputy Sergeant

Original

B. S. Husbaum ....p. q.

Mary Purnell

vs. } In Chancery

R. E. Brewer, jr. et als

1925

March ..... Rules

Third ..... Monday.

NANSEMOND COUNTY COURT,

Process Book, No. ....

Page .....

Executed this 5 day of March, 1925 by delivering a true copy of the within-
in process to R. E. Brewer and E. E. Everett
C. Trusten in the City of Suffolk
Virginia

City of Suffolk
in person, in the County of ~~Nansemond~~, State of Virginia.

[illegible]
City Sergeant ~~Sheriff~~

Virginia:

In the circuit court of Nansemond County.

(Cause in chancery.)

Mary Purnell ---------- Plaintiff.

Vs.

R.L.Brewer Jr.et als.---------- Defendants.

Exceptions to commissioner's report.

The defendants Emma Mitchell, and W.A.Hewlett, excepts to the report of commissioner Bradford Kilby herein, which report bears date the 7th.day of September 1926, and assigns the following grounds therefor: First: That Emma Mitchell, nor W.A.Hewlett, were not parties to the plaintiff's bill of inquiry, nor were the said defendants parties to the plaintiff's original bill in this cause, as set out in the said defendants answer, nor did the said defendants handled or controled the two hundren and fifty dollars, that were under consideration, in the commissioner's report,nor did Emma Mitchell have any thing to do with the cause of Mary Purnall's other than to get a loan from Col.R.L.Brewer Jr. the sum of $.250, to him (Col.R.L.Brewer Jr.)for one certain lot, that adjoins the property of Mary Purnall, and that the said was then standing in the name of Col.R.L.Brewer Jr, And notwithstanding the defendants objections,to being classed as defendants in the plaintiff's bill of inquiry ,but in the plaintiff's original bill as well, and W.A.Hewlett never received the sum of $44.90, as set out in the said commissioner's report,as a fee,for his services, it was the sum of $40.55, and the said Hewlett says that the said commissioner's report should be corrected in every behalf herein named.

And that Emma Mitchell has in her hand a letter from S.E.Everrett the trustee in that certain deed of trust to R.L.Brewer Jr. for the sum of $560., and note for the sum aforesaid, indorsed by Mary Purnell and Emma Mitchell, and the said letter states that Emma Mitchell,agreed, and promised to pay $250.of the $560,to R.L.Brewer Jr and Mary Purnell the other indorser agreed to pay $310.on the said note of $560.

Mary Purnell ---------- Plaintiff

Vs.

R.L.Brewer Jr. ----------
et als ; ---------- ---------- Defendants.

And that Emma Mitchell, was to pay $250, to Col.Brewer that certain lot in Nansemond county, Va.and that she has abook given her by Col. R.L.Brewer Jr.and this shows that Emma Mitchell has paid to Col.Brewer $230.of that $250, and that the said Commissioner erred in reporting that Emma Mitchell or W.A.Hewlett, had any thing to do with the $250, that was subject matter of his report,herein refered to, in these exceptions by the said defendants.

Said report is otherwise improper and erroneous, upon its face,both as to the law, equity,and law.

Wherefore, these defendants prays that their exceptions may be sustained, and that said report may be corrected in the particulars indicated our exceptions.

Filed Jan. 14, 1927

G. E. Comling

Clerk

To Mary Purnell

and

R.L.Brewer Jr.,W. E. Everett, S.E.Everett,Trustee,W. A. Hewlett and Emma Mitchell.

You are hereby notified that on the 7th.day of May 1926,at my office,No.136 Washington Square,in the City of Suffolk,Virginia,between the hours of 10 A.M. and 5 P.M.,at which time and place you are required to attend,I shall take,state and settle the following accounts which are to be taken,stated,settled and reported to Court in pursuance of the decree of the Circuit Court of Nansemond County,Virginia,rendered on the 24th.day of March 1926 in the suit in chancery pending in said Court to which you are parties complainant and defendant,to-wit:

(1) The terms of the alleged contract between R.L.Brewer Jr.and Mary Purnell and the purchase price of the land described in the Compaainant's Bill.

(2) The sale price of the said property and the amount paid thereon,or in excess of the said price.

(3) The amount due under the contract of April 5th.1925,if any.

(4) The title and interest or rights that Mary Purnell has in the said property.

(5) Whether or not the purchase price has been paid,if not,what is the balance,if more than the purchase price has been paid,what amount and to whom paid.

(6) Whether or not Mary Purnell conveyed to Emma Mitchell or any one else any part of the property purchased by her in the bill mentioned,if so what part,the nature and interest in same,and what was the consideration and to whom paid.

(7) To inquire into the giving of a deed of trust to S.E.Everett,as Trustee by Mary Purnell et als; to ascertain the reason and purpose therefor,if there was any consideration,who received the same.

(8) To ascertain whether or not any one is with-holding any money or other property from Mary Purnell to which she is entitled.

(9) To inquire fully into what interest S.E.Everett,S.E.Everett, Trustee; W.A.Hewlett and Emma Mitchell had in the contract between R.L.Brewer Jr.,and Mary Purnell for the purchase of the said property and the disposition of the said property,and whether or not any one or all of them collected money from Mary Purnell and what amount,if any.

(10) Any other matter deemed pertinent by the undersigned commissioner or requested to be inquired into by either party hereto.

Given under my hand as Commissioner in Chancery of said Court the 26th.day of April 1926.

Bradford Kilby

Commissioner in Chancery.

Sufficient and legal service of the within notice is hereby accepted by us.

H. E. Brown

H. E. Brown, Executor

A. R. Brown Jr.

Emma Mitchell by H. Brown, her Atty.

W. A. Newbolt by F. E. Brown, his Atty.

Mary Purnell By A. W. Owen, Atty

Virginia,

Circuit Court of Nansemond County,to-wit:

Mary Purnell	)	
	)	
v.	)	In Chancery.
	)	
R. L. Brewer Jr. et als.	)	

Commissioner's Office,

Suffolk, Va. Sept. 7th.1926.

To Honorable James L. McLemore, Judge of the Circuit Court for the County of Nansemond:

In pursuance of the decree of the Circuit Court for the County of Nansemond pronounced on the 24th.day of March 1926 in the suit in chancery pending in said court between Mary Purnell,Complainant, and R.L.Brewer Jr. et als,Defendants,the undersigned,Bradford Kilby one of the Commissioners in Chancery of said Court,respectfully reports as follows:

That on the 26th.day of April 1926,your commissioner gave notice to the parties to said suit that he would proceed on the 7th.day of May 1926,at his office,No.136 Washington Square,in the City of Suffolk,Va. between the hours of 10 A.M. and 5 P.M. to make the several inquiries required by said decree to be made by one of the Commissioners in Chancery of said court.

That sufficient and legal service of the said notice was duly accepted by the parties to said suit as will appear by the endorsations on the said notice herewith returned.

That on said 7th. day of May 1926 and on other days to which the taking of said accounts and inquiries were duly adjourned,your commissioner took the depositions of S.E.Everett,R.L.Brewer Jr., W.A.Hewlett,L.A.Howell,Mary Purnell,Gilmore Purnell and Emma Mitchell.

That from the testimony of said witnesses and from information otherwise obtained,your commissioner reports as follows:

(1)

The terms of the contract between R.L.Brewer Jr. and Mary Purnell are the same as those in the contract between said R. L. Brewer Jr. and Charlie Purnell,deceased son of said Mary Purnell,said contract being assumed by Mary Purnell after the death of Charlie Purnell, which said contract is herewith filed as Exhibit and made a part of this report. This contract calls for a pnnchase price of $925.

(2)

The sale price of said property was $925. and the amount paid thereon at the time this controversy arose was $581.50,together with 8% interest on the unpaid principal. As the principal was cut $100.,interest was reduced. This was the standing of the account with R. L. Brewer Jr. on April 5th.1924. A payment of $5. was also made by Mary Purnell to Emma Mitchell which should be credited,as of April 18,1924.

(3)

The amount due on April 5th.1924 on the $925. purchase price was $343.50 if the 8% interest and method of computing same is allowed to stand.

(4)

The title and interest and rights that Mary Purnell has in said property are set forth in clause below under other matters deemed pertinent by your commissioner.

(5)

Whether or not the purchase price has been paid. If not,what is the balance; If more than purchase price has been paid,what amount and to whom ? This question has been answered under paragraphs 2 and 3 above and will be more fully treated under other matters deemed pertinent.

(6)

Mary Purnell conveyed to Emma Mitchell on April 17th.1924 lot No. 4 in Block G. as shown on the plat of South Suffolk,said lot fronting 40 feet on the West side of Spruce Street and running Westwardly in parellel lines 120 feet, This land is in Nansemond County,Va. and the consideration was $250. This consideration was paid in the manner herein after set forth under other matters deemed pertinent by your commissioner.

(7)

To inquire into the giving of a deed of trust to S.E.Everett, as trustee by Mary Purnell et als; to ascertain the reason and purpose therefor,if there was any consideration,who received the same.

This inquiry is answered under other matters deemed pertinent by your commissioner.

(8)

To ascertain whether ot not any one is with-holding any money or other property from Mary Purnell to which she is entitled.

This inquiry is answered under other matters deemed pertinent by your commissioner.

(9)

To inquire fully into what interest S.E.Everett,S.E.Everett,Trustee,W.A.Hewlett and Emma Mitchell had in the contract between R.L. Brewer Jr. and Mary Purnell for the purchase of said property and the disposition of the said property,and whether or not any one or all of them collected money from Mary Purnell,and what amount ,if any.

This inquiry is answered under other matters deemed pertinent by your commissioner.

(10)

As indicated above,your commissioner will have to summarize all the testimony before him in order to make plain to the Court the facts in this rather complicated suit.

On August 6th.1913, R. L. Brewer Jr. sold to Charlie Purnell lots No. 4 and 5 in Block G. as shown on the plat of "South Suffolk",said lots being in Nansemond County,Va. and fronting 80 feet on the West side of Spruce Street and extending Westward between parallel lines 120 feet as will be shown by a contract to that effect filed with this report as Exhibit A. Nothing is said about interest in this contract,but $25. was the cash payment and monthly instalments of $10. until the full purchase price is paid.

Charlie Purnell died on November 12th.1915,apparently owing $790.50 on the principal of this contract,which balance Mary Purnell,his mother, assumed as of May 6,1916. Between November 12th.1915 and May 6,1916, Andrew and Gilmore Purnell,sons of Mary Purnell,consulted with S.E.Everett,Attorney, about a settlement with R.L.Brewer,but none was effected. However they gave to S.E.Everett their note for $100. which he charged them for his services. This note was given "when Charlie Purnell died" according to the testimony of S.E.Everett. It has not been produced before your commissioner,but at the time this suit was instituted,(March 4,1925),it was probably out of date,having been given prior to May 6, 1916. Mary Purnell did not sign or endorse the aforesaid note.

Mary Purnell continued the payments on the Charlie Purnell contract from May 6,1916 (the date she assumed it),until April 5,1924 at which time,her book (filed herewith as Exhibit B) showed a balance due R.L. Brewer Jr. of $343.50. At this juncture,she entered into a bargain to sell to one Emma Mitchell lot No. 5 in said Block G for the sum of $250. Emma Mitchell did not have the $250. to pay for said lot and went with her attorney,W.A.Hewlett,to see S.E.Everett,Attorney,to borrow the $250. with which to buy said lot. S.E.Everett remembering the unpaid note for $100. made by Andrew and Gilmore Purnell as aforesaid,and evidently thinking this was an opportune time to secure the payment of it,told Emma Mitchell and her attorney,W.A.Hewlett,that he would get the $250. for them, if said note was paid. Thereupon they agreed to see that this note was paid.

Everett gave the note to Mitchell and Hewlett, who went out of his office with it, Soon Mitchell and Hewlett returned saying that they had seen Mary Purnell and that she had agreed to pay said note out of the $250. coming to her as purchase price of said lot. Mary Purnell denies that she ever made any such agreement, and judging from the subsequent conduct of Emma Mitchell and especially of her attorney, W.A.Hewlett, your commissioner is inclined to believe Mary Purnell on this point. She certainly did not realize the significance of such an agreement, nor did she ever understand what became of the balance of said $250. which she was to get for her lot, else this suit would never have been instituted. She is 60 years old and can neither read nor write.

Upon the return of Hewlett and Mitchell to the office of S.E.Everett, a deed of bargain and sale was prepared from R.L.Brewer and wife to Mary Purnell for both the lots No. 4 and 5 in Block G. Then a deed from Mary Purnell to Emma Mitchell for Lot No.5 was also prepared. These were dated April 17, 1924. See the deeds themselves filed herewith as exhibits C. and D. The "Charlie Purnell" contract having been abrogated by these deeds, R.L.Brewer Jr. took a deed of trust to secure what he claimed as due him, the same being the sum of $560. This deed of trust was dated April 17, 1924 and was signed by both Mary Purnell and Emma Mitchell. It is on the unsold lot No. 4 in said Block G. belonging to Mary Purnell and on land of Emma Mitchell known as Lot No.10 in Block H . It is to secure a note for $560. made jointly by Mary Purnell and Emma Mitchell, and payable on demand. And the real question for decision is how much of this $560. note is justly due by Mary Purnell to R.L.Brewer Jr.

Presuming for the time being that $343.50 was the correct balance due R.L.Brewer Jr. on April 5, 1924. by Mary Purnell, the testimony shows that on the said $343.50, a net credit of only $47. was allowed out of the $250. which she was to get for her lot sold to Emma Mitchell. No cash was paid to Mary Purnell and the entire $250. was handled and disbursed by others than herself and in her absence. All expense of the $250. loan to Emma Mitchell was charged up to Mary Purnell, even the fee of W.A.Hewlett, Attorney for Emma Mitchell, was taken out of Mary Purnell's money.

An itemized statement of the disposition of the $250. purchase money due Mary Purnell for her lot is as follows:

Purchase price.			$250.00
Bonus charged and deducted by R.L.Brewer for loan of $250. to Emma Mitchell.		49.00	
Amount deducted by S.E.Everett for note of $100. made by Gilmore and Andrew Purnell.		100.00	
Paid G.E.Bunting,Clerk,for recording 3 deeds as follows:			
Deed of trust for $560.	$2.60		
Deed to Mary Purnell for two lots.	$3.65		
Deed to Emma Mitchell for 1 lot.	$2.85		
	$9.10	9.10	
Balance kept by W.A.Hewlett as fee charged to Emma Mitchell,but taken of Mary Purnell's money.		44.90	
Credit allowed by R. L. Brewer on $343.50 due him by Mary Purnell.		47.00	
		$250.00	$250.00

As to the first item of $49. as a bonus,Mary Purnell was entirely ignorant of this and therefore could never have agreed to it. No itemized statement as above made,was ever submitted to Mary Purnell for her approval or rejection,and your commissioner does not believe that Mary Purnell made any blanket agreement with Emma Mitchell and W.A.Hewlett to pay all costs,charges-etc. of the whole transaction out of the $250. which should have come to her,leaving it entirely to others than herself as to what these charges were to be. Without comment on whether $49. is a reasonable bonus for a loan of $250.,your commissioner is of the opinion that this item should be charged against Emma Mitchell,as she is the party who borrowed the money.

As to the second item of $100. deducted by S.E.Everett to pay a note made by Andrew and Gilmore Purnell,sons of Mary Purnell,this note was evidently out of date to start with,having been made prior to May 6,1916. Mary Purnell never became responsible for this note in writing and its payment by her would therefore be barred by the Statute of Frauds and under severe cross examination she repeatedly denied that she ever agreed to pay it out of the $250. purchase price of her lot. This note was not delivered to Mary Purnell until after she had signed the deed of trust and note for $560. and when it was delivered to her by W.A.Hewlett,her question "What for?" ,is sufficient indication that she did not understand why it was being given to her or that the face of the note was

being deducted from the $250. due her. Your commissioner is of the opinion that Mary Purnell should receive credit for this $100. on the amount due by her to R. L. Brewer.

As to the recording fees of $9.10 paid to G.E.Bunting,Clerk,the amount chargeable to Mary Purnell should be $3.65 for the bargain and sale deed to her,and possibly one-half of the $2.60 paid for recording the deed of trust for $560. made by her and Emma Mitchell jointly.

As to the $44.90 kept by W. A. Hewlett,this appears to your commissioner to be nothing short of embezzlement,inasmuch as he did not represent Mary Purnell at all,but on the contrary,his every act was detrimental to her interest,and for the benefit of Emma Mitchell whom he really represented. Your commissioner is of the opinion that Mary Purnell should receive credit for this $44.90 on the amount due by her to R. L. Brewer.

A summary of the credits due to Mary Purnell is as follows:

Amount due R.L.Brewer as of April 5,1924, as per her book filed as Exhibit B.		343.50
Bonus chargeable to Emma Mitchell.	49.00	
Note of Andrew and Gilmore Purnell.	100.00	
Clerk's fees due by Emma Mitchell.	4.15	
Money kept by W.A.Hewlett.	44.90	
	$198.05	198.05
Amount due R.L.Brewer by Mary Purnell on April 17,1924.(gross)		$145.45
Less amount actually credited by R.L. Brewer out of the $250.purchase price.		47.00
Net amount due by Mary Purnell.		$98.45

Your commissioner is of the opinion that Mary Purnell should have 6% interest on the above amount of $198.05 from April 17,1924 to date. and that she should pay to S.E.Everett the usual fee of $5. for writing the deed from her self to Emma Mitchell (consideration being $250.), and that she should pay one-half of fee of $10. to same attorney for writing deed of trust from herself and Emma Mitchell to S.E.Everett, Trustee for R.L.Brewer (consideration being $560.).

On April 18,1924,Mary Purnell paid $5. to Emma Mitchell which should be credited on the above balance of $98.45,reducing the same to $93.45. (See Emma Mitchell's book,filed as Exhibit E.)

The sum of $343.50 would not be the correct amount due by Mary Purnell to R. L. Brewer Jr. on April 5,1924,if it were possible to eliminate the usurious interest charges to which she was subjected. This suit was instituted on March 4,1925 and section 5555 of the Code of Virginia permits the recovery of the excess beyond lawfull interest only on amounts paid within one year prior to the institution of a suit to recover such excess.Mary Purnell made to R. L. Brewer Jr. only one payment of $10. within one year after this suit was brought,and that was on April 5,1924. If this $10. be applied on the principal of $93.45 previously ascertained to be due by her to said Brewer,it will leave $83.45 as the sum due.

There is no other matter deemed pertinent by your commissioner or required by any party to be so stated.

Respectfully submitted.

Bradford Kilby

Commissioner in Chancery.

Stenographer's fee $15.00
Comm's fee $50.00
$65.00

S. E. EVERETT, being duly sworn, deposes and says as follows:

Q. State you name?

A. S. E. Everett.

Q. Your age?

A. 56 years

Q. Occupation?

A. Attorney at Law.

Q. Your residence?

A. Suffolk, Va.

Q. Mr. Everett, please make any statement you wish in regard to this matter?

A. Emma Mitchell and W. A. ~~Howell~~ Hewlett came to my office on the day this deed of trust was written for $560.00, and said that Emma had made some deal with Mary Purnell and was going to buy this lot for $250.00 and had arranged with Mr. Brewer to pay it. Emma said Mary Purnell was so she couldn't keep up the payments and that she was going to buy the lot and help her out on it the best she could.

L. A. Howell: I object to this on the ground that any conversation had among the defendants themselves, and not in the presence of the plaintiff, would be hearsay. I understand that my objection stands to all of this class of testimony?

The Court: I understand.

Witness: The first thing I said to them was that I had a note three or four years old for $100.00 that the Purnell heirs gave me when Charlie Purnell died. They came to me several times and they thought they were going to lose the lots, and Mary Purnell came to me about it, and I saw Colonel Brewer about it, and from time to time they got to-getherand I think when I finally fixed it up she was not present. Mary Purnell did not sign the note for $100.00 while she was in my office; I didn't have her to sign it, because I didn't know she was to get any benefits from it, but afterwards the papers were put in Mary Purnell's name instead of the boys, and then the boys refused to pay anything off, and the first time I heard anything more about it was when Emma Mitchell and W. A. Hewlett came to my office and wanted to borrow some money to buy the lot and pay off Mr. Brewer. I told them I would get the money for them if that note was paid; that Mary Purnell had her property in her name and the boys wouldn't pay anything, and that if they would pay the note I would search the title and fix up the papers, and Emma Mitchell and W. A. Hewlett agreed to see that this note for $100.00 formerly made by Andrew and Gilmore Purnell was paid. I immediately went to the safe and got this note and gave it to Emma Mitchell and W A Hewlett, and told them they could go to see Mary Purnell and see if she would agree to pay it. They came back; said she would

pay it, and I fixed up the deed of bargain and sale from Mary Purnell to Emma Mitchell, and also the deed of trust for $560.00 from Mary Purnell and Emma Mitchell to me, as trustee for R. L. Brewer, Jr. note
I didn't see the $100.00/any more after they first came to my office and I gave it to them. I made no charges for preparing the papers, and I have these figures in my file.

At that time Mary Purnell owed Col. Brewer $347.00. Emma Mitchell purchased a lot at $250.00; deducting this from the $347.00 left $97.00. Col. Brewer gave me his check for $154.00; I took out my $100.00 for the note, paid the recording fees out of the $54.00 and gave the remainder to W. A. Hewlett. Then Col. Brewer, as he said, deducted $49.00. Then $97.00 and the $154.00 and $49.00 amount to a total of $300.00.
At that time Mary Purnell was not in my office, and I wrote out a paper, copy of which I gave W. A. Hewlett, as representive forher. I will file that copy herewith, which shows how the $560.00 was divided (Emma Mitchell owed $250.00 and Mary Purnell owed $310.00).
You will note that Col. Brewer said his books showed an error of $10.00. This error was made, I spppose, in the calculations. Of course, really, the deed of trust should have been for $550. instead of $560. and the statement that I have just offered here, signed by myself and W. A. Hewlett shows how the $310.00 was distributed. It should be from the figures I gave $300. I gave these figures to show where the money went to.

Note:- Paper referred to filed herewith, marked "Exhibit F".

Witness: (Resuming) When I wrote this paper Emma Mitchell and W. A. Hewlett told me Mary Purnell was going to stand all expenses and pay me the $100.00. Outside of the $100.00, as you will see, the expenses were $54.00 for recording the papers and fee for W A Hewlett; in other words, after paying the recording fee of $54.00, I turned all the remainder over to W. A. Hewlett. All I had to do with it was to fix the papers. I received the $154.00 mentioned, and I herewith file check of R. L. Brewer, Jr., payable to Anderson Maxey, attorney for Mary Purnell. This check was given to him because the deed of trust should have been $550.00 instead of $560.00; of course, after giving the check for $10.00 the deed of trust stands at $560.00. I also file check of R. L. Brewer & Son, payable to S. E. Everett, attorney, for $154.00.
It was also understood by me from the conversation had that in order to help Mary Purnell, Emma Mitchell was going to pay the interest on this $560.00 for at least twelve months, if Mary Purnell did not get in a position to keep it up before.

L. A. Howell: I object to so much of Mr. Everett's testimony as pertains to the $100.00; that Exhibit F is self-serving and that the complainant, Mary Purnell, has never seen the note and was not a party to assuming payment of the note.

CROSS EXAMINATION
By L. A. Howell, attorney for complainant.

Q. Please explain, sir, as to where the $250.00 in the deal between Emma Mitchell and Mary Purnell was applied; who got it, do you know?

A. I can only say what I have already stated; they were the figures Col. Brewer gave and that I have also given. Mary

Purnell owed Col. Brewer, according to the statement then, $347.00, and according to my understanding from W A Hewlett and Emma Mitchell, she (Mary Purnell) paid my note of $100.- and $54.00 fees, etc, and Col. Brewer $49.00, and also owed on the #347.00, after deducting the $250.00, $97.00.

Q. Who was the $154.00 paid to?

A. This was represented by the check which Col. Brewer gave me. I took $100.00 for the note, which left $54.00 out of which I paid the Clerk's costs, and the remainder went to W. A. Hewlett.

Q. Did you give anything to Mary Purnell- and gave all the remainder to W. A. Hewlett?

A. No, I never saw Mary Purnell; I gave it to W. A. Hewlett?

Q. Do you know whether she realized anything at all from the transaction?

A. No; nothing except hearsay.

Q. Now, as to the consideration for the lot conveyed to Emma Mitchell by Mary Purnell, which is $250.00, do you know anything about that?

A. Cannot say anything more than I have already said - and the figures given.

Q. Who was that $250.00 paid to?

A. It was paid out in the following manner, evidently --

$100. to S. E. Everett
54. " W A Hewlett and recording fee
49. " Col. Brewer as loan bonus
47. Cr. on what Mary Purnell owed Col. Brewer
Total...$250.

I will clear this for you if I can, and I think I can---- When the loan was applied for by Emma Mitchell and Hewlett, I went to Col. Brewer and I had to give him a statement of how much they owed-- The first item was $347.00 that Mary Purnell owed Mr. Brewer; the next item was that Mr. Brewer said he would have to have $49.00 for trouble in appraising the property, etc., the next item my note of $100.00, then the $54.00 recording fee and amount paid W A Hewlett, total $550.00. In our calculation on that day, through error, we made it $560.00, and I wrote the deed fo trust for Col. Brewer which was executed by Mary Purnell and Emma Mitchell, for $560.00. Colonel Brewer afterwards, without seeing me, discovered the error in calculation, and gave Anderson Maxey a check for $10.00 for Mary Purnell.

Q. Then, all the money you handled in this transaction was $154?

A. Correct; I took out the $100.00 for my note, without interest, and paid the clerk's fee, which was about $9.75, and gave the other to W A Hewlett.

R. L. BREWER, JR., being duly sworn, deposes and says as follows:

Q. Colonel Brewer, state you name, age, residence and occupation?

A. R. L. Brewer, Jr., 62 years, residence Suffolk, Va., retired.

Q. Now, Colonel Brewer, please make any statement you wish in reference to this matter?

A. On August 6, 1913, I sold to Charlie Purnell a certain house and two lots on Spruce Street, under a monthly payment agreement. Some time later, Charlie Purnell died, and in my presence all of his heirs agreed that the property should be transferred to Mary Purnell, who was the mother of Charlie Purnell. A little later on, I deeded this property to Mary Purnell.
On April 18, 1924, I loaned on a bond signed by Mary Purnell and Emma Mitchell $560.00. This bond was secured by a deed of trust signed also by Mary Purnell and Emma Mitchell.
In settlement of this transaction- there was shown at that time to be due on my books $347.00, but I afterwards discovered an error of $10.00 in addition, which left a balance due of $337.00. This $10.00 was refunded to Mr. Anderson Maxey, who was, at that time, attorney for Mary Purnell.
This transaction was settled as follows:

Apr. 18	Amt. paid S. E. Everett, attorney for Mary Purnell & Emma Mitchell, by check.....	$ 154.00
" "	Bonus charged acct. of loan.....	49.00

Making a total transaction, including the amount deducted on account of the $10.00 error, $560.00.

I know nothing of the sale of the lot by Mary Purnell to Emma Mitchell.

CROSS EXAMINATION

By L. A. Howell:

Q. Mr. Brewer, you loaned $560.00 on a bond alleged to have been signed by Mary Purnell and Emma Mitchell?

A. Yes, I did.

Q. This $560.00 was distributed in what way?

A. Balance due me by Mary Purnell $337.00 (It was really put in the settlement as $347, and I afterwards discovered an error of $10.00.) Amount paid to S. E. Everett by check $154.00, and bonus deducted by me on account of loan..... $ 49.00

Q. This $337.00 cleared up the property, so far as Mary Purnell was concerned?

A. Yes, so far as the original purchase was concerned.

Q. Then it left a deed of trust for $560.00?

A. Yes, $560.00, with a credit of $10.00.

Q. In other words, $154.00 was given to Mr. Everett and $10.00 turned over to Mr. Maxey?

A. Yes, sir; that's right.

Q. Was there a house on both piece of this property, do you recall?

A. As I understand it, Emma Mitchell has built a store on one of these lots- and the Mary Purnell house was on the other lot.

Q. On the books, there is shown to be due from Emma Mitchell and Mary Purnell $380.00 jointly?

A. Yes.

Q. When the loan on the $560.00 deed of trust was made did you see Mary Purnell at all?

A. I have not known Mary Purnell in this transaction at all- since the deed of trust was given for $560.00, all payments have been made to me by Emma Mitchell.

Q. Did Mary Purnell ever say anything to you, or discuss making a deed of trust to you at any time before it was made?

A. She did not.

Q. Did Mary Purnell, during the making of the deed of trust, come to see you or communicate with you in any way?

A. She did not.

COL. R. L. BREWER, JR., being recalled in RE DIRECT EXAMINATION testified as follows:

By L. A. Howell:

Q. Col. Brewer, did Emma Mitchell at any time pay to you $250.00 for Mary Purnell?

A. She did not?

Q. Did you agree to pay it?

A. I did not.

By Commissioner:

Q. Colonel, the original contract between you and Charlie Purnell is dated Aug. 6, 1913, and calls for payment of $925.00, payable $25.00 upon delivery of contract and the further sum of $10.00 per month. It does not state whether this called for interest or not. Please state whether interest was to be paid on the $925.00 or not.

A. Interest was to be paid on the $925.00. My custom is to state a specific amount in the contract- deducting the interest when payments are made and placing the remainder to the credit of the principal.

Q. From the book of Mary Purnell, filed as Exhibit "B", it seems that on May 6, 1916 there was a balance due on the principal of $790.50- Had Charles Purnell paid the difference between $925.00 and $790.50 at that time, May 6, 1916?

A. He had?

Q. Mary Purnell assumed, then, the payment of the $790.50?

A. That's correct.

Q. The payments in this book read, "Interest paid to a certain date, with a credit of $4.00 on the principal." What was the amount of each monthly payment?

A. Well, I think she practically paid $10.00 every month, according to the terms, as well as my recollection serves me-- but not regularly; sometimes the payments lapped over.

Q. She paid according to the book?

A. Practically monthly, I would say.

Q. What was the rate of interest?

A. My agreement with them was figured on a basis of 8%- and sometimes it would lap over; my method was that upon payment of $100.00 the interest was to be cut, 50 cents.

By L. A. Howell:

Q. Col. Brewer, the contract is silent as to interest?

A. Yes.

(Col. Brewer)

Q. The legal rate of interest is 6%, is it not?

A. Yes.

By Commissioner:

Q. Did Mary Purnell understand that she was to pay 8%, and did she agree to it?

A. I counldn't say whether I ever discussed that question with her. My position in this matter was that Charlie Purnell died and after his death he had quite a bit of equity in this property- and my intention was to get the matter settled and let his heirs, whoever they might be, get the benefit of that equity. I didn't threaten to sell the property- and I worked on it for some little time- The heirs first said they would pay for it, and they came up in my office and I wrote their names on the back of the contract, but they wouldn't do anything and got to squabbling among themselves as to who was going to pay. I asked Mary Purnell why she did not pay for the property, and she said she would, and I am not prepared to say whether I discusssed the question of interest with her at that time or not. I just concluded she would take the contract under the same conditions.

Q. Colonel, I am asking this to try to reconcile your statements just given. You stated that first the heirs agreed to take this contract over, and on the back of this contract it reads, "Transferred November 28th 19 - I presume you mean 1919?

A. Yes.

Q. The book of Mary Purnell shows that she started to make payments on May 6, 1916, or three years prior to the time it was transferred to the heirs- Can you explain this?

A. This book was a renewal of an old book held in the name of Chas. Purnell- and if you will observe you will see that I have written "Mary" across the name of "Charles" which accounts for the discrepancy in the dates.

By W. A. Hewlett:

Q. Colonel Brewer, did Mr. Everett represent you in this transaction?

A. He did not. Mr. Everett applied to me for this loan and I loaned the money upon application from Mr. Everett.

Q. Who was the Trustee in this transaction for you?

A. The record will show that; I really do not know.

Q. Mr. Everett applied then to you for the money through him?

A. Yes.

By L. A. Howell:

Q. Will you, please, state just what was the conversation had between you and Mary Purnell with reference to the transaction?

A. A short time after the transaction of the deed of trust was completed Mary Purnell came to my office and asked me if I

(Col. Brewer)

could explain to her about this deed of trust. I told her that all I knew about it was that I had loaned through MR. S. E. Everett, Attorney, $560.00, secured by a deed of trust on her property, but as to the particulars, the distribution of the money, or otherwise, I could not explain that to her; she would have to get somebody else to do that.

Q. Did you ever pay to Mary Purnell any money?

A. No.

W. A. HEWLETT, Being duly sworn, deposes and says as follows:
By Mr. Everett:

Q. State your name, age, residence and occupation?

A. W. A. Hewlett, 57 years, Suffolk, Va., Attorney at Law.

Q. You are one of the parties to this suit?

A. Yes.

Q. Were you representing Mary Purnell and Emma Mitchell when this transaction took place?

A. Yes, sir.

Q. What did you get out of this transaction?

A. I got about $40.55.

Q. Did you get the $54.00 less the cost of the clerk?

A. Yes, sir.

Q. Did I give you a paper and a note for $100.00, executed by parties, not meaning Mary Purnell, on the day you applied for this loan?

A. Yes, sir

Q. What did you do with this note?

A. Took it to Mrs. Purnell and told her about it- told her that Mr. Everett would make this transaction- would get Mr. Brewer to transfer this lot, so it could be sold to Emma Mitchell-- if she would pay the $100.00 note to you that you would get it done.

Q. Did she agree to that?

A. Yes, sir.

Q. What did you do with this note?

A. Delivered it to Mary Purnell.

Q. Were you there when Emma Mitchell and Mary Purnell executed this deed of trust?

A. Yes, sir.

Q. Was it explained to her and thoroughly understood by her?

A. Miss Riddick read it to her.

Q. I have a paper here signed by you and myself as to what each one owed (Emma Mitchell and Mary Purnell) at the time of the transaction. Do you recognize it? And did you deliver a copy of it to Mary Purnell at the time of the transaction?

A. Yes, sir.

CROSS EXAMINATION

By L. A. Howell, attorney for plaintiff:

Q. Mr. Hewlett, when did Mrs. Purnell employ you to represent her?

A. When she came down there and said Mr. Brewer was going to take the house away from her, because she could not keep up the payments.

Q. You don't remember what date?

A. No; I don't remember the exact date.

Q. Where were you when she employed you?

A. At Mitchell's house.

Q. How far does Mitchell live from Mrs. Purnell?

A. About a block and a-half.

Q. Who else was there?

A. Emma Mitchell's mother; she was there.

Q. What did she say to you about hiring you?

A. Get this thing fixed up and I will pay you what's right and reasonable.

Q. What did she pay?

A. Not anything.

Q. What did you agree to get it fixed up for?

A. I told Emma Mitchell $50.00.

Q. Do you remember meeting me on the corner of Spruce Street after this suit was filed, and after each party had filed an answer, and my asking if you were attorney for Mary Purnell at the time the loan was applied for?

A. Yes.

Q. When Emma Mitchell bought the property from Mary Purnell, who did you represent then?

A. I don't remember her buying any property from Mrs. Purnell.

Q. Do you mean to say that no property has been bought from Mary Purnell by Emma Mitchell?

A. Not that I know of.

Q. Does Emma Mitchell have possession of one of the lots Mary Purnell bought from Mr. Brewer, and did she buy it from Mrs. Purnell or from Mr. Brewer?

A. Got it from Mr. Brewer.

Q. You have answered emphatically on the question before this--about purchase from Mary Purnell, "Not that I know of". Did you represent Emma Mitchell at the time of the loan from

Cross Examination cont'd-

Mr. Brewer?

A. Yes.

Q. How long have you represented her?

A. About one and a half years.

Q. Did you ever receive any money for Mary Purnell?

A. No more than what the records show- Mr. Everett says there was a balance of $54.00 after paying his note- then the costs of recording the papers had to come out.

Q. Did you ever turn any money over to Mary Purnell?

A. No.

Q. How much money did you ever receive from this transaction?

A. $40.55.

Q. You are an attorney at law, are you not?

A. I don't know whether I am or not, now.

Q. That's as true as anything else you have said probably-- Didn't you know if you were representing Mary Purnell that
A. she was not bound by any obligation of any other person-- on that note you carried out to her- delivered to her?

A. I understood from the contract Mr. Brewer read that she had taken the obligations of her son, and her son made a debt with Mr. Everett on the same piece of property, and when she took the property over, I understood she took the obligations on the property at the time she took the contract.

Q. Was that note an obligation on the property?

A. Yes.

Q. As a lawyer, did you not know that woman was not bound by a note made by her children?

A. She assumed the obligation of her children and took the contract her son made and died and left.

Q. Was that note a part of the contract?

A. Yes, sir.

Q. Where is the note now?

A. I don't know.

Q. All the money you have received, is how much?

A. $40.55, I told you.

Q. $40.55 is all the money you have ever had in your possession at all in the transaction between Col. Brewer, Mr. Everett, Emma Mitchell and Mary Purnell; is that true?

A. Yes.

L. A. HOWELL, in behalf of the plaintiff, being duly sworn, deposes as follows:

Q. State your name, age, residence and occupation?

A. L. A. Howell, age 36 years, Attorney at Law, Norfolk, Va.

Q. Have you anything to say in regard to this matter?

A. About a couple of months ago from this date, or perhaps longer, I had a conversation with witness W. A. Hewlett in Suffolk, Virginia, on the corner of Spruce and East Washington Street, with reference to the parties here represented during the time of the loan or controversy between Emma Mitchell and Mary Purnell and Col. Brewer. At that time he told me he did not represent Mary Purnell but that he thought Mr. Everett represented Mary Purnell.

MARY PURNELL, being duly sworn, deposes and says as follows: Examined by L. A. Howell:

Q. How old are you, Mary?

A. Sixty years old.

Q. Your occupation; what do you do?

A. I keeps house, and works at the factory when I am able.

Q. Are you the complainant in this suit?

A. Yes, sir.

Q. Where do you live?

A. South Suffolk.

Q. Do you have any sons?

A. Yes, sir; two living.

Q. Did they, at any time, purchase any property in South Suffolk.

A. I was the one purchased the property.

Q. Tell about where you got the property?

A. Mr. Brewer know about where I got it. My son bought it from Mr. Brewer, and after my son died I took it up, and the boys told me to stay there.

Q. Did you have any agreement with Mr. Brewer after your son died?

A. After my son died, I goes to Mr. Brewer myself, and he spoils his name off and puts mine on his books.

Q. That is the piece of property where you live- the property in question in this suit?

A. Yes, sir.

Q. When you took over the place, what were you supposed to pay and how were you supposed to pay it?

A. Ten dollars per month, like he had been paying.

Q. Did you pay that ten dollars every month?

A. I did; ten dollars a month.

Q. How much was the property sold to you for?

A. $925.00 - so the people told me where could read the book; I don't know, myself, that's what they said.

Q. Is this one of the books?

A. Yes, sir.

Note: Book referred to is herewith filed, marked Exhibit "B".

Q. Is this the contract which you assumed?

A. Yes, sir.

Note: Contract herewith filed, marked "Exhibit A".

Q. On the back of this contract is this endorsement: "Transferred November 28, 1919, to Andrew Purnell, Gilmore Purnell, Fanny Purnell, Pattie J. Purnell, Polly Purnell and Mary Purnell." You have said that you assumed this contract; please say why all these other names are on the back of this contract?

A. I went to Mr. Brewer and he put them on there, so the boys would help me pay it. I said they wouldn't pay anything on it unless he would put they names on it.

Q. They are your children?

A. Yes, sir. One died since then; Pattie Jane Purnell died since this transfer.

Q. Polly Purnell was the widow of Chas. Purnell and has since married?

A. Yes, sir.

Q. Whom did she marry?

A. Lee Hardy.

Q. How much did you agree to pay for that property; what was the amount supposed to be paid for the property- both lots?

Mr. Everett: I object to that; the record is the best evidence.

Objection sustained.

Q. Was the price in the contract the price which you agreed to pay; what was the sale price?

A. $925.00- they told me. The man told me; I can't read.

Q. How much have you paid on the propery- and how many payments have you made?

A. I can't tell- it's down on that book.

Q. How often did you pay?

A. Once a month- $10.00 every month.

Q. When did you begin paying- and were these entries for $5.50 and $4.50, etc. put on before you begun the $10.00 payments.

A. Yes, sir; I reckon so. I dunno.

Q. You say you paid $10.00 every month; do you know how many months you paid $10.00?

A. No, sir.

Q. Are all the entries made in this book, or do you have any other receipts showing payments?

A. Everything is in that book since Charles been dead, but the taxes where he paid- and the receipt for the fire insurance, it's there.

Q. Were you supposed to pay any interest?

A. I don't know, sir; I couldn't tell you.

Q. What were you told then, when you made payments of $10.00?

A. It says $5.00 interest and $5.00 on the principal- but I don't know nothing bout it, more than what Mr. Brewer told me.

Q. Did you pay any interest?

A. I don't know- I just know I paid $10.00 every month.

Q. And when you paid the $925.00, did you understand the place would be paid for?

A. Yes, sir; I thought when the place was paid for, I had confidence in Mr. Brewer that he would tell me that's all I would have to pay.

Q. Did you think when you paid the $925.00 that would be all you would have to pay?

A. Yes, sir; that's what I understood; I certainly did.

Q. Do you actually know how much money you have paid in this transaction?

A. No, sir; I only know whats on the book. He put it on there every time I went there; that's all I know.

Q. Do you know what amount was due on the contract April 5, 1925?

A. He told me it was on the book $343.00.

Q. Who told you?

A. Mr. Bowles told me; he read it off the book.

Q. Have you paid any money since that time?

A. Paid $5.00 since Mitchell got that lot.

Q. Is this the paper which Colonel Brewer gave you?

Deed from R L Brewer, Jr. and wife to Mary Purnell herewith filed, marked "Exhibit C".

A. Yes, sir; that's the deed.

Q. When you got that deed, was any money paid you?

A. No one paid me nothing, not a cent.

Q. Did you pay anybody any money when you got the deed?

A. No, sir.

Q. Do you know whether or not the full purchase price of the property has been paid?

A. No, sir:

Q. You don't know how much has been paid?

A. No, sir.

Q. Have you sold any of this property?

A. Yes, sir; sold one lot.

W. A. Hewlett: I object.

Objection overruled.

Q. For how much did you sell it?

A. $250.00.

Q. Did you ever get any of the $250.00?

A. No, sir.

Q. Was that $250.00 supposed to go on the $343.00?

A. Yes, sir.

Q. If that $250.00 had been properly credited, do you know what balance would have been left?

A. They told me $90.00.

Q. To whom was this $250.00 paid, do you know?

A. Emma Mitchell told me to Mr. Brewer.

Q. Did you convey to Emma Mitchell or to anyone else any property?

A. Nothing but that lot.

Q. Did you give a deed of trust or sign any other paper to Mr. Everett?

A. No, sir; I didn't sign anything to Mr. Everett that I knows of. They brought a paper there, and I didn't know what it was, so I asked the young lady, the white lady; I don't know her name, what it was, and she told me that it was nothing going to hurt me, and I told her I didn't want to have any trouble about it, and then I signed it- or made a cross-mark or something- and then I tried to get Mitchell to go to Mr. Brewer, but she wouldn't go then and went by herself- I didn't go.

Q. Who was present when you signed this paper?

A. Nobody but me and W. A. Hewlett and Emma Mitchell and this lady, Miss Sue Riddick.

Q. Is this the paper they brought to you to sign?

A. Yes, sir.

- Paper referred to filed herewith, marked "Exhibit D".

Q. Did you get any money when you signed that paper?

A. No, sir; I aint got none from nobody.

Q. What was the reason you signed that deed of trust?

A. I signed it 'cause I didn't know no better.

Q. Did they tell you anything?

A. Mitchell told me she wanted me to sign that paper so she would be sure I would pay the $90.00.

Q. Did you owe her $90.00?

A. No, sir; she said she paid Mr. Brewer every cent I owed him. I told her to give Mr. Brewer the $250.00 where she was to give me for the lot, and she goes up there and comes back and brought Mr. Everett with her- and then she told me that Mr. Brewer charged her $560.00- that I owed him that, and she had that paper for me to sign for to pay the balance of the money where she paid Mr. Brewer over the $250.00- so she said.

Q. Did you get any money from the signing of this paper at all?

A. I aint got a thing from it.

Q. If the $560.00 was paid to anybody, do you know to whom it was paid?

A. No, sir.

Q. Did you sign any other paper, a note or anything?

A. No, sir: I aint signed anything else anywhere 'cept my house, we was there.

Q. Do you know how the paper looked; was it a big paper or a small one?

A. She had it folded up; I don't know how 'twas.

Q. Do you know whether anybody owed you anything- any money- from this transaction?

A. No, sir.

Q. Has anybody paid you any money from this transaction?

A. I aint seen nothing- not that I knows of.

Q. You received nothing from the deed of trust you signed?

A. No, sir.

Q. Have you received anything at all from Emma Mitchell on the note you signed?

A. No, sir.

Q. Has Emma Mitchell paid for the place now?

A. Yes, sir; She claimed she paid Mr. Brewer everything I owed him and that I had to pay her the balance due?

Q. In the contract with Mr. Brewer, do you mean that Mr. Everett had anything to do with it?

A. No, sir.

Q. Did Emma Mitchell have anything to do with it?

A. No, sir.

Q. Did W. A. Hewlett, or anybody else, have anything to do with it?

A. No, sir.

Q. When you originally made the contract, were they present?

A. No, wasn't nobody present but Col. Brewer; none of them had anything to do with it, and knowed nothing about it.

Q. When did they begin to have something to do with it?

A. When I sold the lot.

Q. When you sold the lot to Emma Mitchell then was when this came about?

A. Yes, sir.

Q. Do you know where the money for the lot went?

A. No, sir; she told me it went to Mr. Brewer.

Q. How many people had to do with it when you sold the lot?

A. Me and him (this man setting behind me now- Hewlett I think his name is) and Emma Mitchell.

Q. Did you have a lawyer to represent you or to look after your interest?

A. No, sir.

Q. Can you read and write?

A. No, sir.

Q. Have you ever transacted any business of this kind before?

A. No, sir; never before.

Q. Who looked after this business for you, if anybody, with reference to buying this property?

A. Nobody; no, sir.

Q. Whom did you rely on to inform you as to your rights in the matter?

A. Mr. Brewer; that's all.

CROSS EXAMINATION

By Mr. Brewer:

Q. You just stated that you were relying on Mr. Brewer in the sale of this lot; did you ever speak to Mr. Brewer about it?

A. No, sir; I spoke to you once and you told me not to sell it-- that was about two years ago.

Q. Was Mr. Brewer ever present at any time when the question of the deal between you and Emma Mitchell about the lot came up?

A. No, sir; I don't believe you was.

CROSS EXAMINATION cont'd-

By W. A. Hewlett:

Q. Did you have a deed to that property sold to Emma Mitchell from Mr. Brewer?

A. I told you they brought a paper there, but I don't know what it was- a deed of trust or something, and wanted me to sign it.

Q. You didn't have no deed to it?

A. I told you I didn't.

Q. When did you make the last payment to Mr. Brewer on this property?

A. That book will tell you, if you look at it; I don't know.

Q. Have you made any payment in the last two years?

A. You all told me not to pay-- Emma Mitchell told me to pay her- I paid her $5.00 since she got that lot and they credit me $2.00 and took $3.00, and I wouldn't pay any more.

MARY PURNELL, being recalled in RE DIRECT EXAMINATION, deposes as follows:

Examined by L. A. Howell, attorney:

Q. Did you ever hire W. A. Hewlett to represent you as attorney?

A. No, sir.

Q. Has he ever represented you?

A. No, sir; not that I knows of.

Q. Have you ever agreed to pay him?

A. No, sir; I asked him what he was coming up there for. I reckon Emma Mitchell asked him to come, if anybody did; I never asked him to come.

Q. Has he ever turned over to you any money?

A. No, sir.

Q. Did you ever agree to pay any note- or anything of that kind?

A. No, sir.

Q. Did you ever have a note turned over to you?

A. I don't know, sir. She told me, the lady, that here's a note that Mr. Everett slipped in there unbeknownst to Mr. Brewer.

Q. Did you ever agree to pay that note?

A. No, I didn't make it and never agreed to pay it.

Q. Did you sign this deed of trust?

A. Well, they brought me that paper to sign- and took me in the house- me and Mitchell and Hewlett, and all my children ones that could read and write- So I asked the white lady, "What is dis here thing?" and she told me that twas nothing going to hurt me- that I could just sign that to satisfy Mitchell and then pay her just like I had paid Mr. Brewer. That's all I know; Mitchell told me she had paid Mr. Brewer every cent I owed him and the business was in their hands, and I was to pay her the $310.00 'stead of Mr. Brewer.

Q. Did you know the money had been loaned on the property to pay this off?

A. Didn't know nothing about it.

By Mr. Kilby, Commissioner:

Q. Mary, was Gilmore there when this deed of trust was signed?

A. I don't know nothing about it- whether he was there or not.

By Mr. Everett:

Q. Now, I want to put you on your guard about this- Didn't you talk the matter over with Hewlett and Emma in the presence of

Mary Purnell (cont'd)

Gilmore, and finally dediced that it was a just debt and was going to be paid?

A. That was when Emma Mitchell was going to buy that lot from me, and Mitchell said Mr. Everett claimed I owed him $100.00, and I asked Mitchell, what I owed him that for. Gilmore went up there to try to get Mr. Everett to take it out of Mr. Brwer's hands-.Gilmore said if Mr. Everett would take it out of Mr. Brewer's hands he would pay him $25.00- Andrew had been there before that.

Q. Who signed my note besides Gilmore?

A. Hilmore did all the signing was done; Andrew wasn't there.

Q. Do you mean to say that when that note was given to me in my office you were present and that Gilmore signed Andrew's name to the note?

A. You ought to know - you was there.

Q. I am asking you since you seem to know all- I want you to answer that question; You say that you were in my office when Gilmore gave me that note for $100.00 and that Gilmore signed Andrew's name to that note?

A. I told you Gilmore signed all I saw signed. I can't swear to it because I didn't see the writing- and couldn't read it if I did.

Q. Do you know whether Andrew ever came to my office and signed that note after that?

A. No, sir; I do not.

Q. Did you tell Gilmore in the presence of Emma Mitchell and Hewlett when this deal was made and the money collected from Mr. Brewer that the note was a just debt and you were going to pay it?

A. No, sir.

Q. And the note was not delivered to you in the presence of Emma Mitchell- did anyone give it to you?

A. No, sir, I aint seen it as I knows of.

Q. After they explained it to you fully, you would not pay it?

A. I aint said a word. You heard me, and I aint had no witness there, nobody but myself

Q. Did they ever present that note?

A. They brought it there and told me you slipped it in so as to get it paid from the money Mr. Brewer was letting them have, I reckon, I don't know what else.

Q. But, what I am asking is- Did you tell them you would pay it?

A. No, sir.

Q. Didn't you tell them that you would pay that note if things were fixed up?

A. No, sir.

(Mary Purnell)

Q. Did I understand you to say you knew the deed of trust was for $560.00, and they told you your part was $310.00- that you had to pay that?

A. I said Mr. Brewer charged me that- and Emma Mitchell said I had to pay her now, because she had paid Mr. Brewer; so she said. Then I went to Mr. Brewer myself, and he told me he couldn't straighten it out between me and Emma- I would have to get somebody else to straighten it.

Q. Had the loan been made when they brought the note to you?

A. No, sir- I don't know about that, though.

Q. Did you sign the deed of trust brought to you by Miss Sue Riddick before the note made by the boys for $100.00 was turned over to you?

A. No, sir.

Q. When they came therewith the deed of trust, you said they had slipped the note in at that time?

A. Yes, sir.

Q. Who was present when the note was presented to you?

A. Mitchell and Hewlett and the lady doing the writing; nobody else was in there.

Q. Mary, was that note presented to you early in the morning?

A. No, sir?

Q. I am going to try to refresh your memory, and put you on your guard. Was that note shown to you at all when Miss Riddick was there with the deed of trust, or referred to at all?

A. Not as I knows of. They told me to sign that paper; that's all I know.

Q. Did you ever see the note?

A. Never see any note until I had signed that paper, as I know of- didn't look at it, and I don't know what they done with it, if it was there.

Q. I am trying to clear you up, because I am going to contradict you- and I want to know whether when Miss Sue Riddick brought that deed of trust for you to sign, was the $100.00 note referred to in your presence, or was it spoken of at all?

A. All I heard was when Mr. Hewlett says "Here's a note for $100.00, and I said, "WHat for?"

Q. Was Miss Sue Riddick there when it was talked about?

A. You ask her; she will tell you.

.....

Adjourned Session
May 12, 1926

MARY PURNELL, being recalled in RE DIRECT EXAMINATION, deposes as follows:

Examined by L. A. Howell, attorney.

Q. There has been some testimony about the deed and deed of trust in this matter being signed in Mr. Everett's office- Do you know where they were signed?

A. I don't know; the deed of trust was signed in my house.

Q. Do you know anything about the deed?

A. No, sir.

Q. Did you sign the deed?

A. No, I aint signed no paper at all except that paper Mr. Everett and the lady brought to my house, and she came in there and signed it for me- she did the writing.

Q. Did you ever sign any papers in Mr. Everett's office?

A. No, sir.

Q. They said you went up there and agreed to pay the note- Did you agree to pay any note?

A. No, sir.

Q. Was Colonel Brewer present at any of these transactions?

A. No, sir; I aint seen him at any of them.

Q. Did you understand you had any interest to pay?

A. Didn't understand anything- but what's in that book, and the $10.00 Mr. Brewer told me I would have to pay every month.

By Mr. Kilby, Commissioner:

Q. You knew you had to pay $10.00; you didn't know how much interest or how much principal- you didn't know whether it was 6% or 8% interest- you judt knew that you were to pay $10.00 per month?

A. Yes, sir; that's what I said.

By L. A. Howell:

Q. And did you pay $10.00 regularly each month?

A. Yes.

By Mr. Kilby, Commissioner:

Q. Did you ever pay any less than $10.00 each time?

A. No, sir.

Q. Did you ever pay more than $10.00 at a time?

A. Paid $10.00 every time.

Q. Each month, as it came around?
A. Yes, sir.

(Mary Purnell)

Re-CROSS EXAMINATION

Examined by Mr. Brewer:

Q. I want to ask you this question, Mary. Is it a fact or not a fact that the heirs of Charlie Purnell first agreed, upon my advice, to keep up the payments on this property?

A. Yes, sir.

Q. Is it a fact, or not a fact, that they would not keep up the payments- and fell down on it?

A. Yes, sir.

Q. Is it a fact that I sent for you to come to my office and advised you to continue making the payments?

A. Yes, sir.

X/ Q. Did I, at any time, threaten to sell the property?

A. No, sir.

Q. Never did threaten to sell it- told you all the time I wanted you to finish paying- and didn't I tell you that I did not want to sell it a number of times?

A. Yes, sir.

Q. Did I, at any time, press you beyond reason for the payments on this property?

A. No, sir.

Q. Did I have anything to do with the sale of that lot or that loan, by advice to you, or otherwise?

A. No, sir- not that I knows of.

GILMORE FURNELL, being duly sworn, deposes and says as follows:

Examined by L. A. Howell:

Q. What is your age?

A. 25 years old.

Q. Residence and occupation?

A. Suffolk, Virginia; millwright.

Q. Can your Mother read and write?

A. No, sir.

Q. Was there ever any deeds or anything of that sort brought to your house by Emma Mitchell or Mr. Hewlett?

A. Yes, sir.

Q. Were those deeds signed there, any of them, or carried up to Mr. Everett's office?

A. There was a paper brought there- Mr. Everett brought several of them up on his car, and the white lady and Mr. Hewlett come in and Emma Mitchell, and they called mama out of the dining room in the front room and asked mama to sign a paper, and then mama told them she couldn't write- and then Mr. Hewlett he said "I will write your name"- and then this white lady she said she would make the cross mark.

Q. Was the paper ever read to your mother at that time?

A. No, sir.

Q. When was the other paper brought?

A. The other paper was brought, as well as I can recollect, two or three weeks after the first. Mr. Hewlett brought it to the fence- paper with a little four-cornered stamp on it- and called mama to the fence and give it to her, and she brought it back to the house, and I said "Mama, better let me see that paper". I can't read to amount to nothing no how, and I called my wife and she came out there and read that paper -- and mama said I don't reckon it amounts to much, I reckon its all right- I just got to pay Emma Mitchell what money is left. But, I says, "Mama, better let me see something about that paper, so I takes the paper over to the man I works for, Mr. Bowles and Mr. Bowles told me- "You carry this paper and give it to your mother and let her take it up to Mr. Brewer, cause Mr. Brewer don't know nothing about that paper- I'll bet you anything he don't know nothing about it; I would take it up there myself, but I haven't got time."

Q. Did your mother sign that paper?

A. Mr. Hewlett called mama to the fence and handed it to her and kept on to Mrs. Mitchell's.

Q. What finally became of the paper; who got it?
A. The last one I saw with it- mama had it.

Q. Did your mother have a lawyer to represent her?
A. No, sir.

(Gilmore Purnell)

By Mr. Kilby, Commissioner:

Q. Do you remember the year that Mr. Everett tried to get you and your brother, Andrew, to sign this $100.00 note- How long ago was it?

A. No, sir; I don't know how long it was.

Q. Was it brefore your brother, Charles, bought this lot, or afterwards?

A. It was after he was dead.

Q. How long, after Charles died, was it?

A. Well, I don't know. To my recollection- might say about four or five years ago.

Q. When did Charles die?

A. I don't know, sir.

By L. A. Howell:

Q. Some question arose about you children not paying- not making the payments- did you sign the note during that time?

A. About that time.

Q. But not after then?

A. Yes, might have been a month or so.

Q. Did you ever get the $100.00 for the note?

A. No, sir.

Q. Was the property ever taken out of Mr. Brewer's hands?

A. No, sir; not that I knows anything of.

.....

EMMA MITCHELL, being duly sworn, deposes and says as follows:

By Mr. Everett:

Q. Emma Mitchell, how old are you?

A. About 40 I think.

Q. Where do you live and what is your occupation?

A. Housekeeper, Suffolk, Va.

Q. Are you one of the defendants in this case?

A. Yes, sir.

Q. Did you buy a lot from Mary Purnell?

A. Yes, sir.

Q. What did you agree to pay for it?

A. $250.00.

Q. Did you come with W. A. Hewlett to see me at the time you bought this lot?

A. Yes, sir- all three of us came- Mary Purnell, Mr. Hewlett and myself.

Q. Are you sure that Mary Purnell came?

A. Yes, sir.

Q. At the time you bought the lot for $250.00?

A. Yes, sir.

Q. Who agreed to pay for the costs of the transaction at the time?

A. She agreed.

Q. Do you know anything about a $100.00 note, signed by her boys payable to me that was surrendered to Mary Purnell?

A. Yes, sir.

Q. Did she agree to pay that note, if this deal went through?

A. Yes, sir.

Q. Who has been keeping up the payments since that time?

A. Myself.

Q. Has Mary Purnell ever paid you any money?

A. One $5.00.

Q. Did you agree to help Mary Purnell out in any way by keeping up payemnts and interest at any time?

(Emma Mitchell)

A. I told her I would keep the interest up one year.

L. A. Howell: I object to these question because they are leading.

CROSS EXAMINATION

By L. A. Howell:

Q. Did you pay Mary Purnell $250.00?

A. Well, that's what the lot cost $250.00.

Q. Did you pay it?

A. I didn't have anything to do with the money.

Q. Do you answer that question- Yes or No?

A. Yes; I paid it to Mrs. Purnell.

Q. You said you didn't have anything to do with the money-- now you state that you paid it to Mrs Purnell- Explain just what you mean by that?

A. I got Mr. Brewer to pay it to Mrs. Purnell.

Q. Then you did not actually pay it yourself?

A. No, Mr. Brewer paid it for me.

Q. Were you present when he paid it?

A. No, I wasn't present when he paid it.

Q. Then you do not know where the $250.00 went, of your own knowledge - Remember you are under oath- You do not know of your own knowledge what became of the $250.00 you left with Col. Brewer for Mary Purnell- do you?

A. I didn't have it myself - Mr. Brewer told me he was going to put the $250.00 on her place.

Q. And when was this- what date, do you know?

A. Don't know just what date.

Q. You and Mrs. Purnell saw Mr. Brewer together?

A. Yes, sir. first time.

Q. Then you both saw him?

A. Yes, sir.

Q. Did Mary Purnell get the $250.00?

A. Yes, it was paid on her place.

(Emma Mitchell)

Q. What do you mean- on her place?

A. I mean it was going to be put on paying for her place.

Q. At that time Mary Purnell owed $337.00, according to Col. Brewer's account- is that correct?

A. I guess it is- you see the book.

Q. Then, you arranged to pay $250.00 on her account?

A. Yes, that's my understanding.

Q. You bought that property from Mary Purnell, did you?

A. When we both come down here to see what Mr. Brewer said about it- I got Lawyer Hewlett and myself and she come to my house and asked me if I wanted to buy the lot, and I told her yes. Then I told Mr. Hewlett we would come up to Mr. Brewer and Everett and make arrangements to buy the lot. So next week he come up and went up to see Mr. Everett.

Q. Then, you got Lawyer Hewlett?

A. Yes, me and Mary Purnell.

Q. You hired him to look after your interest at that time?

A. Sure, and when we went up to Mr. Everett's office, she told Mr. Everett she was going to sell the lot, and so I told Mr. Everett I wanted to buy it- So she owed Mr. Everett a note for $100.00 and so she told Mr. Everett if she could sell this lot she could pay him the $100.00; then he fixed the papers up and she said everything was all right.

Q. Now, you said you came to see Mr. Brewer?

A. The first time went to see Mr. Brewer and he wasn't in-- and the second time we went to see Mr. Everett and Mr. Brewer both.

Q. Who did Mr. Everett represent the second time- whose lawyer was he in the case- at the time of the transaction whenever it was?

A. I don't know who he was representing- all I wanted was to buy the lot.

Q. Was Mr. Brewer present at any time during this transaction when you all were up there?

A. Well, I believe it did slip my memory; I don't think he was.

Q. Then, you are doing a good bit of guessing?

A. It slipped my memory at that time- I dis-remember.

Q. Well, was Col. Brewer ever present at any transaction you all had?

A. No, I don't think he was.

(Emma Mitchell)

Q. Where was the deed you got from Mary Purnell signed-- what part of the county or city- were you at your house or somebody else's house?

A. When the deed was signed?

Q. Yes-?

A. At Mr. Everett's office.

Q. When the deed conveying the property from Mary Purnell to you was signed it was in Mr. Everett's office?

A. At Mr. Everett's office.

Q. Where was the deed of trust signed that you borrowed the $560.00 on?

A. I reckon it was signed at Mr. Everett's office.

Q. Don't you know where it was signed?

A. Yes, at Mr. Everett's office.

Q. Were they both signed at the same time- the deed conveying the property to you and the deed of trust?

A. I don't know.

In the Circuit Court of
Nansemond County, Virginia.

Mary Purnell

v.

R. L. Brewer Jr. et als.

In Chancery.

Report of Bradford Kilby
Commissioner In Chancery,
under decree of March 24,
1926.

Filed December 7. 1926.

G. E. Armstrong,
Clerk.

BRADFORD KILBY
ATTORNEY AT LAW
SUFFOLK, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND.

Mary Purnell, Complainant. Vs. R. L. Brewer, Jr., S. E. Everett, S. E. Everett, Trustee, W. A. Hewlett, and Emma Mitchell, Respondents.	DECREE of REFERENCE.

THIS CAUSE came on this day to be heard upon the complainant's bill and the answers of R. L. Brewer, Jr., S. E. Everett, S. E. Everett, Trustee, ~~W. A. Mitchell~~ W. A. Hewlett, and Emma Mitchell, duly filed at rules and the exhibits filed herewith, and was argued by counsel.

ON CONSIDERATION WHEREOF, the Court doth adjudge, order and decree, that this cause be referred to one of the commissioners of this court, who is directed to inquire and report to the court as follows:

First: The terms of the alleged contract between R. L. Brewer, Jr., and Mary Purnell and the purchase price of the land described in the complainant's bill ~~herewith filed~~.

Second: The sale price of the said property, and the amount paid thereon, or in access of the said price.

Third: The amount due under the contract of April 5th, 1925 if any.

Fourth: The title and interest or rights that Mary Purnell has in the said property.

Fifth: ~~If~~ whether or not the purchase Price has been paid, if not what is the balance, if more than the purchase price has been paid, what amount, and to whom paid.

Sixth: Wheather or not Mary Purnell Conveyed to Emma Mitchell or any one else any part of the property purchased by her in the bill mentioned, if so what part, the nature and interest in same, and what was the consideration and to whom paid.

Seventh: To inquire into the giving of a deed of trust to S. E. Everett, as trustee, by Mary Purnell, et als, to ascertain the reason and purpose therefor, if there was any consideration, who received same.

Eight: To ascertain wheather or not any one is with-holding any money or other property from Mary Purnell to which she is entitled.

Ninth: To inquire fully into what interest ~~had~~ S. E. Everett, S. E. Everett, Trustee, W. A. Hewlett and Emma Mitchell had in ~~to~~ the contract between R. L. Brewer, Jr., and Mary Purnell for the ~~pur~~ purchase of the said property and the diposition of said property, and wheather or not any one or all of them collected money from Mary Purnell and what amount, if any.

All of which said matters the commissioner is required to report to this court, along with any other matters deemed pertinent by him, or requested to be inquired into by either party hereto, after first giving notice of the place, and the time thereof, to all parties, or their counsel, as to when said inquiries shall be made.

VIRGINIA:
IN THE CIRCUIT COURT OF
THE COUNTY OF NANSEMOND.

Mary Pubnell, Complainant.

Vs.

R. L. Brewer, Jr., S. E. Everett, S. E. Everett, tr., W. A. Hewlett and Emma Mitchell, Respondents.

DECREE of REFERENCE.

Entered this 23rd day of March, 1926.

Jas. L. McLemore
Judge.

See Chancery Order Book No 6 Page 6

HAMPTON ROADS PAPER CO., NORFOLK

VIRGINIA

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Mary Purnell, Complainant.

Vs.

Decree.

R. L. Brewer, Jr., et als., Defendants.

This cause came on this day to be heard upon the papers formerly read, and the report of Bradford Kilby, a Commissioner in Chancery, dated on the 7th day of September, 1926, and the exhibits filed therewith, which report was filed on the 7th day of Dec, 1926, and to which no exceptions were taken, within ten days from the date of the filing of the said commissioner's report, and was argued by counsel.

On consideration whereof, and it appearing to the Court that the complainant in this suit has substantially prevailed, and it further appearing that the defendants have made certain adjustment with the complainant pursuant to and in keeping with the Commissioner's report; to-wit, have paid to the said complainant all monies that were due and owing according to the Commissioner's report, save so much thereof as was expended by the complainant as costs in this behalf, and the costs of this suit; the Court doth adjudge, order and decree that the said report of the Commissioner be afirmed.

And it is ordered that the said defendants do pay unto the said complainant her costs by her in this behalf expended. ~~and the costs of this suit, and leave is given the said complainant to apply to this court for such other relief in the premises as may be necessary.~~

Judge.

Entered June 17. 1927
Jas L. McLemore

#6, pg. 88.

VIRGINIA, IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Mary Purnell.....Complainant

vs. ANSWER OF EMMA MITCHELL

R. L. Brewer, Jr.et.als.....Defendants

The answer of Emma Mitchell, in person, to a bill of complaint filed against her and others in the Circuit Court of Nansemond County, by Mary Purnell, complainant.

This respondent, reserving to herself the benefit of all just exceptions to the said bill of complaint, for answer thereto, or to so much thereof as she is advised it is material she should answer, answers and says:

That Mary Purnell owed R. L. Brewer, Jr. the sum of $347.00, which was on the purchase price of the property of the said Mary Purnell, and the said Mary Purnell was having difficulty in keeping up her payments and wanted your respondent to tell her what to do and,after talking the matter over, your respondent agreed to buy the lot referred to in the bill from the said Mary Purnell at $250.00; that out of the proceeds was to be paid debts of the said Mary Purnell, amounting to $100.00 apart from the amount due Col. R. L. Brewer, Jr., and then pay the costs of securing the loan; that your respondent was to keep up the interest on the loan until the said Mary Purnell got in a position to resume payments on the same, not to exceed twelve months, and in the transaction it was understood between the said Mary Purnell and your respondent, Emma Mitchell, that they would borrow from the said Col. R. L. Brewer, Jr. the sum of $560.00 and give a deed of trust on the home property of Mary Purnell and the lot purchased by your respondent from the said Mary Purnell to secure the same; that after settling the entire matter between your said respondent and Mary Purnell, the amount

your said respondent owed was $250.00 on the said deed of trust of $560.00 and the amount owed by Mary Purnell was $310.00;

That the said Mary Purnell has never made a payment on this amount since the loan was made and your respondent has kept up the interest on the entire amount for over twelve months;

That your respondent is anxious to have the matter settled so your said respondent may know exactly what she is to pay and to have her property released under the deed of trust, and let the said Mary Purnell assume her part of the indebtedness and your respondent, Emma Mitchell, is ready and willing to pay her share.

And, now, having fully answered the complainant's bill, this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.

Emma Mitchell

Mary Perrineau
vs
R. S. Brown Jr et al

Answer of Emma
Mitchell -

August Ruter
3rd Tuesday 25 -
Filed Aug. 29, 1925 -

G. B. Embry,
Clerk

VIRGINIA, IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Mary Purnell.....Complainant

vs. ANSWER OF S. E. EVERETT AND S. E. EVERETT, TRUSTEE.

R. L. Brewer, Jr., S. E. Everett,
S. E. Everett, Trustee and W. A. Hewlett
and Emma Mitchell.....Defendants

The answer of S. E. Everett, in person, and S. E. Everett, Trustee, to a bill of complaint filed against R. L. Brewer, Jr. and others in the Circuit Court of Nansemond County by Mary Purnell, complainant.

These respondents, reserving to themselves the benefit of all just exceptions to the said bill of complaint, for answer thereto, answer and say:

That your respondents never saw Mary Purnell in connection with the said transaction mentioned in the bill and have never seen her since;

That W. A. Hewlett, a defendant in said suit, with Emma Mitchell, came to the office of your respondents to secure a loan. They were referred to Colonel R. L. Brewer, Jr. by your said respondents and the said Colonel R. L. Brewer, Jr. made the loan. The papers were prepared in the office of your respondent and delivered to the said W. A. Hewlett for execution;

That neither your respondent, S. E. Everett, nor your respondent, S. E. Everett, Trustee, has any interest in the matter except to see that everybody is treated fairly, and on two occasions, viz. April 27th, 1925, and May 22nd, 1925, your respondent, S. E. Everett addressed letters to Bertram S. Nusbaum, Counsel for Mary Purnell, stating if he would come to the office of your respondent he would be given all the information your respondent had on the subject and that your respondent was sure all

the people connected with the transaction would be glad to do the same, and your said respondent never received the courtesy of a reply from the said Bertram S. Nusbaum.

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

H. Everett

H. Everett II

Trustee.

Mary Pennell
vs
R. L. Brewer Jr
et als

Answer of S. E.
Everden & S. E.
Everden, Trustee

Rules 3rd Monday

Filed Aug. 25, 1855
G. B. Dunlap
Clerk

VIRGINIA, IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Mary Purnell.....Complainant

vs. ANSWER OF R. L. BREWER, JR.

R. L. Brewer, Jr. et als.....Defendants

The answer of R. L. Brewer, Jr., in person, to a bill of complaint filed against him and others in the Circuit Court of Nansemond County, by Mary Purnell, complainant.

This respondent, reserving to himself the benefit of all just exceptions to the said bill of complaint, for answer thereto, or to so much thereof as he is advised it is material he should answer, answers and says:

That it is true that your respondent sold to the Purnells a certain lot described in the bill of complaint, a contract price was agreed upon, payments were made on the same and the proper credits were given during the entire transaction;

That your respondent denies that he advised Mary Purnell that Emma Mitchell wished to purchase one of the lots, nor did your respondent have anything to do with the transaction except to make the loan to the said Emma Mitchell and Mary Purnell, as requested;

That as far as your respondent is concerned, his books are open for inspection to the Court and Counsel for Mary Purnell, the said complainant, and your respondent further states that if Counsel for the said complainant, Mary Purnell, wishes to make examination of his books in the matter, he is at liberty to do so, and your respondent has been informed by S. E. Everett, Trustee, that he has written counsel for Mary Purnell requesting him to come up and examine for himself, but said counsel has never approached your respondent with reference to the matter;

That your respondent denies that he has ever advised Mary Purnell with reference to this transaction and further denies that he has defrauded or taken advantage of the said Mary Purnell, in any manner, or of anyone else, in the entire transaction.

And, now, having fully answered the complainant's bill, this respondent prays to be hence dismissed with his resonable costs by him in this behalf expended.

R. R. Brewer Jr.

Mary Pennell
of
R. L. Brown Jr. etal

Answer of
R. L. Brown Jr.

Filed [illegible]
[illegible]
Clerk

Virginia:

In the circuit court of Nansemond county.

Mary Purnell ---------- Complainant.

VS. Answer of W.A.Hewlett

R.L.Brewer,Jr. et als ---------- Defendants.

The answer of W.A.Hewlett, in person, to a bill of complaint filed against R.L.Brewer, Jr. et als in the circuit court of Nansemond county, by Mary Purnell, complainant.

This respondent, reserving to himself the benefit of all just exceptions to the said bill of complaint, for answer thereto; or to so much thereof as he is advised it is material he should answer, answer and says:

Your respondent represented Emma Mitchell,and Mary Purnell, in that certain transaction with R.L.Brewer, Jr. in securing a loan from Col.R.L.Brewer, Jr.that Your Respondent says that all monies were paid out by Col.Brewer, as directed by Emma Mitchell, a statement of which could be furnished by Col.Brewer, Jr. Suffolk, Virginia; Your respondent had no interest in the matter except to see that my clients Emma Mitchell and Mary Purnell, were fully protected in the matter and that your respondent fully believes that everything they intended to do and intructed your respondent to do was carried out.

~~nd~~ And now, having fully answered the complainant's bill, this respondent prays to be hence dismissed with his reasonable costs by him in this behalf expended.

W. A. Hewlett

Virginia.

In the circuit of Nansemond county,.

Mary Purnell, complainant.

VS. Answer of W.A.Hewlett

R.L.Brewer, Jr. et als.

Rules, 3rd Monday

Feb'd Oct. 1555

G.E.Lumsby, Clerk

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

MARY PURNELL,	COMPLAINANT	
vs. IN CHANCERY		BILL OF COMPLAINT
R. L. BREWER, JR., S. E. EVERETT, S. E. EVERETT, TRUSTEE, and W. A. HEWLETT AND EMMA MITCHELL,	RESPONDENTS.	

Recorded for reference

TO THE HONORABLE JAMES L. MCLEMORE,

JUDGE OF THE COURT AFORESAID:

Your complainant herein, MARY PURNELL, showeth unto the Court the following case:

That by a written contract termed a "Contract for Deed", dated August 6th, 1913, R. L. Brewer, Junior, of Suffolk, Virginia, did agree to sell to Charles Purnell and Charles Purnell did agree to purchase from R. L. Brewer, Junior, upon the terms hereinafter mentioned the following property, to-wit:

> "All that certain lot, piece or parcel of land, known, numbered and designated, as Lots Numbers Four (4) and Five (5), in Block "G", as shown on the plan or plat of SOUTH SUFFOLK, said plan or plat being duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, said lot fronting on the West side of Spruce Street Eighty (80) feet, and extending Westward between parallel lines One Hundred and Twenty (120) feet."

That the purchase price for said property was to be Nine Hundred and Twenty-Five ($925.00) Dollars, payable Twenty-Five ($25.00) Dollars upon the delivery of the contract aforesaid, dated August 6th, 1913, and the further sum of Ten ($10.00) Dollars each month until the full purchase price is paid without interest on the unpaid balance.

That the said Charles Purnell was the son of the said Mary Purnell, the complainant herein, he having departed this life on the 12th day of November, 1915.

That on the 6th day of May, 1916, the said contract was transferred and assigned by the heirs and distributees of the said Charles Purnell to your complainant, Mary Purnell, at which time she was fraudulently and falsely advised by the said R. L. Brewer, Junior, with the intent to deceive, that the balance due under the said contract dated August 6th, 1913, on the purchase price of the property hereinabove described was Seven Hundred and Ninety-Dollars and Fifty Cents ($790.50), which amount she does not now admit as having been the balance due at that time on the purchase price for the property aforesaid.

That during the period of time from May 6th, 1916, to April 5th, 1924, she made to R. L. Brewer, Junior, Ninety-Two (92) payments of Ten ($10.00) Dollars each, to apply on the purchase price of the property hereinabove described.

That, your complainant, being an illiterate person who can neither read nor write nor work the simplest arithmetic, and is entirely and absolutely unfamiliar and ignorant of business affairs, and the said R. L. Brewer, Junior, being a man of letters and position in the community, believed implicitly in the advices given her from time to time by the said R. L. Brewer, Junior, as to the balance due by her on the property hereinabove described, which she was purchasing from the said R. L. Brewer, Junior, in accordance with the terms of the contract between the said R. L. Brewer, Junior, and her deceased son, Charles Purnell.

That on the 5th day of April, 1924, she was fraudulently and falsely advised by the said R. L. Brewer, Junior, with the intent to deceive her, the said Mary Purnell, that she owed a balance of Three Hundred and Forty-Three Dollars and Fifty Cents ($343.50) on the purchase price of the property aforesaid under the terms of the contract aforesaid.

That she was further advised by the said R. L. Brewer, Junior, that one Emma Mitchell would offer her the sum of Two Hundred and Fifty ($250.00) Dollars for one of the lots which she was purchasing from the said R. L. Brewer, Junior, to-wit: Lot Five (5) in Block "G", as shown on the plat of South Suffolk, aforesaid, which offer, he, the said R. L. Brewer, Junior, advised your complainant to accept and to pay to him the sum of Two Hundred and Fifty ($250.00) Dollars on account of the balance of Three Hundred and Forty-Three Dollars and Fifty Cents ($343.50), which according to him was then and there owing

which would thereby leave a balance of Ninety Three Dollars and Fifty Cents ($93.50)

That upon gaining the consent of your complainant, the said R. L. Brewer, Junior, and Lelia V. Brewer, his wife, did by their deed of bargain and sale dated April 17th, 1924, grant unto your complainant, Mary Purnell, with general warranty those certain lots of land known, numbered and designated as Lots Numbers Four (4) and Five (5) in Block "G", as shown on the plan or plat of South Suffolk, hereinabove more particularly described, the sum of Three Hundred and Fifty ($350.00) Dollars being mentioned in said deed as the consideration therefore and a revenue stamp of the fifty cents denomination being thereto annexed. This deed was admitted to record in the Clerk's Office of the Circuit Court of Nansemond County on the 18th day of April, 1924, and is recorded in D. B. 104, at page 257.

That thereupon your complainant made her mark to a deed dated April 18th, 1924 which she afterwards learned granted with general warranty unto the said Emma Mitchell the said Lot Number Five (5) in Block "G", plat of South Suffolk, in which deed the sum of One Hundred ($100.00) Dollars is recited as the consideration therefor, which said sum is not the sum of money which your complainant agreed to accept as the purchase money for her property and none of which was paid to your complainant.

That the said transaction between herself and the said Emma Mitchell was handled by R. L. Brewer, Junior, S. E. Everett, of Suffolk, Virginia, as attorney for R. L. Brewer, Junior, and W. A. Hewlett, colored, who was presented as an attorney of Norfolk, Virginia, representing the said Emma Mitchell, your complainant relying solely and implicitly on the honesty of the said R. L. Brewer, Junior, and the said S. E. Everett, his attorney, for the protection of her interest; that relying on the representation made to her, your complainant herein, there appeared to her at the time no need for legal services or to be represented by a personal representative to protect her interests.

That relying on the representation made to her by the said R. L. Brewer, Junior, and the said S. E. Everett she was of the opinion that she was indebted to the said R. L. Brewer, Junior, for the sum of Ninety ($90.00) Dollars

under and by virtue of the terms of her contract with the said R. L. Brewer, Junior, for the purchase of the property hereinabove mentioned and described.

That an examination of the records of the Clerk's Office of the Circuit Court of Nansemond County, to the surprise of your complainant herein, reveals recorded a deed of trust dated April 17th, 1924, executed jointly by your complainant, Mary Purnell, and Emma Mitchell conveying to S. E. Everett, Trustee, property described briefly as Lot Four (4) in Block "G", plat of South Suffolk, and Lot Ten (1) Block "H", plat of South Suffolk, in trust to secure to R. L. Brewer, Jr., one certain negotiable promissory note of even date therewith purporting to be executed by your complainant, Mary Purnell, and Emma Mitchell payable to R. L. Brewer, Jr., on demand. This deed of trust is recorded in said Clerk's Office in D. B. 101, at page 545.

That your complainant knows nothing about this deed of trust and note which is purported to be thereby secured; that if she did sign the said deed of trust and note which is purported to be thereby secured with her mark she did not know the legal efficacy thereof; that she received no part of the consideration for said deed of trust and note;

That your complainant did not present for recordation the two deeds of bargain and sale hereinabove mentioned nor the deed of trust hereinabove mentioned nor until advised by counsel did she know that the said three deeds were recorded.

That assuming that on May 6th, 1916, the balance due and owing on the purchase price of the lots hereinabove mentioned and described was Seven Hundred and Ninety Dollars and Fifty Cents ($790.50), there has been paid by your complainant herein the sum of One Hundred and Twenty Dollars and Fifty Cents ($120.50) in excess thereof which sum your complainant respectfully represents should be returned to her.

That in addition the sum of Two Hundred and Fifty ($250.00) Dollars derived from the sale of said lot Four (4) in Block "G", plat of South Suffolk is being withheld and should be paid to her, your complainant herein.

IN CONSIDERATION of the premises and forasmuch as your complainant is without remedy save in a Court of equity, where matters of this nature are only and properly cognizable, your complainant prays

(1) That R. L. Brewer, Jr., S. E. Everett, S. E. Everett, Trustee, W. A. Hewlett and Emma Mitchell be made parties defendant to this bill and may answer the same but not under oath;

(2) That an order or decree be entered rescinding the deed of trust from Mary Purnell, complainant herein, to S. E. Everett, Trustee, dated the 17th day of April, 1924, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book 101, at page 545, and the property therein described be released from the lien of the said deed of trust;

And further that the note purporting to be signed by the said Mary Purnell and purporting to be secured by said deed of trust be produced and marked paid and cancelled;

(3) That a personal decree may be entered against the defendant, R. L. Brewer, Jr., for a money judgment for any and all amounts of money which the said Mary Purnell paid to the said R. L. Brewer, Jr., in excess of the purchase price of the real property herein described as having been purchased from the said R. L. Brewer, Jr., by the said Mary Purnell;

(4) That inquiry be made as to what person or persons is withholding the sum of Two Hundred and Fifty ($250.00) Dollars from the said Mary Purnell, which sum was the consideration paid by the said Emma Mitchell for that certain real property described in that paper writing purporting to be the deed of Mary Purnell, dated April 18th, 1924, conveying to the said Emma Mitchell lot Number Five (5) in Block "G", plat of SOUTH SUFFOLK, which said plat was recorded in said Clerk's Office on April 18th, 1924, in Deed Book 104, page 256, and that a personal decree be entered for a money judgment against the person or persons who illegally withholds from the said Mary Purnell the said sum of Two Hundred and Fifty ($250.00) Dollars, with interest at the rate of Six (6%) per cent per annum from April 18th, 1924;

(5) That a proper counsellor's fee be allowed the complainant's

counsel in this case;

(6) That all other necessary and proper proceedings may be had and taken for accomplishing the prayers of this bill and for the complete disposition of this case and for such other relief both general and special as to equity shall seem meet and the nature of the case may require.

And your complainant will ever pray, etc.

Witness:
J S Sturgeon

her
Mary X Purnell
mark

STATE OF VIRGINIA,

CITY OF SUFFOLK, to-wit:

MARY PURNELL, the complainant named in the foregoing bill, being duly sworn days that the facts and allegations therein contained are true except so far as they are therein stated to be upon information and that so far as they are therein stated to be upon information she believes them to be true.

Witness:
J S Sturgeon.

her
Mary X Purnell
mark

Taken, Sworn to and Subscribed before me this 13th day of February, 1925.

Frances Hearn Sturgeon
NOTARY PUBLIC.

My Commission expires October 21st. 1928

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

MARY PURNELL, COMPLAINANT

vs. IN CHANCERY

R. L. BREWER, JR., S. E. EVERETT, S. E. EVERETT, TRUSTEE, and W. A. HEWLETT AND EMMA MITCHELL, RESPONDENTS

BILL OF COMPLAINT.

Filed Mar. 16, 1925 —
G. E. Boyd, Clerk

BERTRAM S. NUSBAUM
ATTORNEY AT LAW
CITIZENS BANK BUILDING
NORFOLK, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

MARY PURNELL		COMPLAINANT
vs.	IN CHANCERY	
R. L. BREWER, JR., S. E. EVERETT, S. E. EVERETT, TRUSTEE, and W. A. HEWLETT AND EMMA MITCHELL.		RESPONDENTS.

TO THE CLERK OF THE COURT AFORESAID:

Please issue process in the above entitled cause returnable to ~~First~~ Second March Rules, 1925.

Solicitor for Complainant.

Rule Notes:

March 31, 1925 process issued, returnable to March Rules, 3rd Monday, 1925

Deposit Book

R.V. Truro Nova Scotia

Gray Edwards

P.A. Pearson

1921