

Beale, Farmers Bank of Franklin Inc I, Holland, Spencer

CHANCERY SUMMONS

The Commonwealth of Virginia.

TO THE SHERIFF OF NANSEMOND COUNTY---GREETING:

You are Hereby Commanded to Summon B.H. Ashe, Beverly Ashe,
E.L. Beale, Trustee and Farmers Bank of Franklin, Inc.

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the First Monday in March, 1921, to answer a
Bill in Chancery, exhibited against them
in the said Court by Dixie Guano Company, Inc.

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this 28th day of
February, 1921, in the 45th year of the Commonwealth

~~A Copy~~ Teste:

Clerk

Teste:

Clerk

Mar 4 1921

Executed this 4th day of March, 1921 by delivering a true copy of the with-
in process to R. H. Wake

in person, in the County of Nansemond, State of Virginia.

R. H. Wake
Sheriff

Original

Wm. P. Holland p. q.

Dixie Lumber Co. Inc.

vs. } In Chancery

R. H. Wake et al.

1921

March Rules

First Monday.

NANSEMOND COUNTY COURT,

Process Book, No. 3

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CHANCERY SUMMONS

The Commonwealth of Virginia.

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TO THE SHERIFF OF NANSEMOND COUNTY---GREETING:

You are Hereby Commanded to Summon.....B.H.Ashe,Beverly Ashe,--
E.L.Beale,Trustee and Farmers Bank of Franklin,Inc.

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the First.....Monday in March, 1921, to answer a-----
Bill in Chancery, exhibited against them-----
in the said Court by Dixie Guano Company, Inc.-----

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this 28th-----day of
February-----, 1921, in the 145th-----year of the Commonwealth.

~~A Copy Teste:~~

Clerk }

Teste:

G. E. Bunting
Clerk

Feb. 28th 1921,
We hereby accept
legal service.
J. L. Wade Trustee
Farmers Bank of Franklin
By J. L. Wade, atty.

Original

Wm. S. Holland p. q.

Dixie Lumber Co. Inc.

vs. } In Chancery

B. H. Wade et al.

1921

March Rules

First Monday.

NANSEMOND COUNTY COURT,

Process Book, No. 3

Page

in person, in the County of Nansemond, State of Virginia.

By J. L. Wade, Attorney, D. S. W. S. L. Chapman Sheriff

Executed this 4 day of March, 1921 by delivering a true copy of the with-
in process to Beverly Wash.

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

Dixie Guano Company, Inc.,

v.

City.

B. H. Ashe, Beverly Ashe, E. L. Beale.
Trustee, and Farmers Bank of Franklin, Inc.

TO G. E. BUNTING, Clerk,

Issue process commanding the proper officer to summon
the above defendants to appear in the Clerk's Office of the
Circuit Court of Nansemond County at the rules to be holden
for the said court on Monday, the 7th day of March, 1921,
(1st March rules), to answer the bill of complaint in
chancery of Dixie Guano Company, Inc.

Dixie Guano Co - Inc -
By Counsel -

Wm S. Hollands

*Benjamin Cook Is the agent or C. A. Butler's Co. C.
near Counsel*

TO B. H. ASHE, BEVERLY ASHE, E. L. BEALE, TRUSTEE, AND THE
FARMERS BANK OF FRANKLIN, Inc.;

Take notice that on the 15th day of March, 1921, at the
office of William S. Holland, in Suffolk, Virginia, between
the hours of 9 A.M. and 6 P.M., of that day, I shall proceed
to take the depositions of William S. Holland and others, to be
as evidence in my behalf, in a certain suit in equity, depending
in the Circuit Court of Nansemond County, wherein the Dixie
Guano Company, Inc., is complainant, and you are defendants;
and if from any cause the taking of the said depositions be
not commenced, or, if commenced, be not concluded, on that day,
the taking thereof will be adjourned from day to day, at the
same place, and between the same hours, until the same shall
be completed.

Given under my hand this 28th day of February, 1921.

Dixie Guano Co., Inc.,
by Wm S. Holland, its atty,

Executed this 4 day of March, 1921 by delivering
a true copy of the within process to,
Beverly Ash, in person.

W. H. Chapman Sheriff
By J. L. Harcum, D. S.

Executed this 4th day of March, 1921, by delivering a true
copy of the within process to B. H. Ashe in person, in the
County of Nansemond, State of Virginia.

W. H. Rawls

Sheriff.

Dixie Guano Co - Inc.

vs

B. H. Ashe et als

Notice of taking depositions

Feb. 28th 1921,
We hereby accept service.

J. L. Wade Trustee
Farmers Bank of Franklin
By J. L. Wade Atty.

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

The depositions of B. H. Ashe and others taken in the chancery suit of Dixie Guano Co., Inc., to be used as evidence in the said suit of Dixie Guano Co., Inc. vs. B. H. Ashe, et al., in the Circuit Court of Nansemond County, Virginia; the said depositions being taken by agreement of counsel for complainant and defendants, in Franklin, Va., June 3rd. 1921.

Present, William S. Holland counsel for complainant,
E. L. Beale counsel for defenadants:

The witness B. H. Ashe being duly sworn deposes as follows:

Please state your name, age, residence, occupation and if you know the parties to this suit:

A. B. H. Ashe, 59 years old, live in Nansemond County, Va., farmer and I know the parties to this suit.

Q. The Dixie Guano Co. secured a judgment in the Circuit Court of Nansemond County, Virginia agianst you for the principal sum of \$339.40 and the same was docketed in the Clerk's Office February 19th. 1921, and they have brought suit against you to set aside a deed of trust that you executed as a second liento secure your son, Beverly Ashe, the amount of \$1,000.00, will you please explian the two transactions, that is the debt you owe the Dixie Guano Co and the debt you owe your son Beverly Ashe?

A. I rented my place to Jim Copeland and when he was ready to buy guano the Dixie Co. sent me a bill and a note and I signed the note and sent it back I had not ever seen the Dixie Co and they had never seen me and when Mr. Pinner was ready to sell Jim Copeland out I informed the Dixie Co. and I told the Dixie Co. that I borrowed \$2,000.00 from you and I saw you and they said that they were going to write you to work in my favor to get their money out of his crop. My son Beverly Ashe has been my support and help for about eight years. He furnished me and I will tell you the big things and not the little things, he furnished me \$150.00 to buy a mule, buggy and harness \$100.00, \$175.00 to buy a horese with last year, he gave me \$48.00 in December 1918, and when he was going to the army he gave me \$50.00 and in November 1920 he gave me \$200.00 on one check and \$20.00 on one check and \$20.00 on another check, and for three years in succession while he was in France and prior to that time he gave me ~~\$25.00~~ from \$15.00 to \$25.00

Q. So you think he has advanced at least the \$1,000.00 that you executed a bond and deed of trust to secure him this money do you?

A. Yes, over \$1500.00

Q. Then the deed of trust as a second lien on your one half interest in the farm mentioned in the bill only secures him a portion of the money he has advanced to you?

A. Yes sir.

Q. This deed of trust and bond bears date December 22nd. 1920, and you say you executed the same to secure a part of the money that Beverly Ashe advanced to you from time to time, then do you?

A. Yes sir.

Q. Did you execute this deed of trust securing Beverly Ashe in order to defeat the claim of the Dixie Guano Co?

A. No, indeed, no indeed.

Q. You still owe the debt of the Dixie Guano Co. then and are willing to pay it whenever you can, then.

A. Yes sir, that is what I want, time to pay it.

Questions by Mr. Holland:

Q. Is Beverly Ashe your son?

A. Yes sir.

Q. Didn't you state to me sometime ago that he was your favorite son because he had taken care of you in your old age?

A. I said that he was my support.

Q. You said just now that he had been taking care of you for about eight years, and named various items. These items were given to you by Beverly Ashe at various times during this period of eight years, were they not?

A. It was about three years back. He has been helping me all the time. It was about three years back that he has been giving me from \$15.00 to \$25.00 per month.

Q. What do you mean by saying three years back in the first part of your answer.

A. I mean that this was the time that he was giving me about \$15.00 to \$25.00 per month.

Q. You stated that he gave you \$150.00 to buy a mule. Please state when this transaction took place.

A. I reckon that that has been 5 or 6 years ago.

Q. Did you give him a note for this amount?

A. No he did not ask me to give him a note for it.

Q. Did you promise him at that time to pay him the \$150.00 back?

A. Yes I promised to pay him back whenever I got able.

Q. You stated that he gave you \$100.00 to buy a buggy and harness. Please state when this transaction took place?

A. He let me have that the same year he went to France, sometime in 1918.

Q. Do you what time of the year that was?

A. He bought the buggy and sold it to me for that in July 1918.

Q. Now you are positive that he did not give the \$100.00 to you but that he gave you a buggy and harness of the value of \$100.00

A. He had just bought the buggy and harness and had to go away.

Q. You let him have this buggy and harness back when he came back?

A. No I have got it now and got the mule now.

Q. Well you consider this mule buggy and harness the property of Beverly Ashe is at liberty to take them at any time?

A. No not after he has decided to take a deed of trust for \$1,000. the property is mine.

Q. Was anything said about the mule and buggy at the time he took the deed of trust.

A. No nothing was said about the mule and buggy but I owed him about \$1500.00

Q. When did Beverly Ashe let you have the \$200.00 referred to?

A. It was sometime in November last year.

Q. You stated that Beverly Ashe sent you from \$15.00 to \$25.00 per month while he was in France, or during the time he was in the army. This money came from the Government to you, did it not?

A. No I did not say it came from the Government.

Q. How did the money come to you?

A. I told you he was giving me from \$15.00 to \$25.00 per month and a part of it was sent me by him while he worked in Norfolk and a part of the time right here in Franklin and when he was with Mr. Butler.

Q. You said just now that he sent you some money during the period while he was in the army, did he not.

A. No he did not send me nary cent while he was in the army.

Q. Did you get any money from the Government by reason of your son being in the army?

A. No he did not send it to me it was to his mother and not to me.

Q. You stated just now that Beverly Ashe has given you \$1500.00 within the last eight years. Have you paid one penny of this amount back.

A. No so I have not paid him nothing.

Q. Why then did you give him a deed of trust for \$1000.00 and not for \$1500.00, the amount that you actually received?

A. I told him that I would not be able to farm that I was not able to work, and he had furnished me money he told me to go down to this farm and he would stay at Mr. Butler's and I would do the best I could and to get someone to tend it and he was going to do like he had done and support me and then the farm would be his.

Q. Then he was to continue to support you, which ~~fact~~ promise constituted a part of the consideration in the deed of trust?

A. He told me to go down there and get some one to help me and I would do the best I could and he was going to stay with Mr. Butler and work to pay for this place.

Q. How much money has Beverly Ashe given you since last Christmas, since the deed of trust was executed?

A. \$50.00

Q. In your direct examination you stated that Beverly Ashe had given you \$20.00 on two different occasions. As a matter of fact you have received this money since the deed of trust was executed

A. The \$50.00 was this year to pay the interest on the bank note.

Q. I sked you about the two \$20.00

A. The extra \$10.00 made the \$50.00

Q. And these two payments of \$20.00 has been made since the deed of trust was executed.

A. Yes sir.

Q. Did you not tell me in Suffolk that you and Beverly Ashe cultivated land for Mr. A. S. Butler last year and that both of you were indebted to Mr Butler for the advancements made to you two.

A. Told you that I was I did not tell you that Beverly Was. I told you that Iwoed Mr. Butler but not Beverly.

Q. This deed of trust for \$1000.00 covered everything, every kind of property, owned by at the time the deed of trust was executed?

A. No sir.

Q. What other kind of property did you have?

A. One old horse, old mule, cart and wheels, buggy cultivators, old plows.

Q. Then the deed of trust covered everything you had except some personal property exempted under the poor debtors exemption?

A. Well that was all I had and all I got now. Yes sir.

Question by Mr. Beale.

Q. So you had no other security that you could give your son to secure a part of the money he had advanced to you except the interest you had in the farm did you?

A. No that was all I had.

And further this deponent saith not.

B. H. Ashe

The witness Beverly Ashe being duly sworn deposes as follows:

Questions by E. L. Beale.

Q. Please state your name, age, occupation, residence and are you a party to this suit:

A. Beverly Ashe, 29 years old, farming, live in Isle of Wight Co. Va., and I am a party to this suit.

Q. Please state what advances, if any, you have made to your father, B. H. Ashe for the bond which he secured you the sum of \$1000.00 on his part interest in the farm owned by you and himself jointly in Nansemond County, Virginia.

A. I let him have money to buy a pair of team, \$150. for a mule and \$175. for a horse, a brand new buggy and a set of harness for \$100.00, then I let him have money all along this year to pay interest ~~me~~ on money he had borrowed.

Q. Your father has just testified that you let him have various sums at different times in cash, will you please state whether that is true.

A. Yes, here it is.

Q. What are the sums?

A. \$200.00 Jan ~~21st~~ ~~1921~~ ~~xxxxxx~~ ~~20th~~ November 27th. 1920, \$20.00 Nov 29th. 1920, \$20.00 Jan 8th. 1921,

Q. How do you get these sums and dates?

A. I have checks here.

Q. Are these sums all you have advanced to him?

A. No these are all that I have the dates of. When I was ready to go to the army I got some money out of Vaughan & Co. Bank and have no the date. I drew all that I had there and gave it to him,

Q. Have you advanced any sums to your father at somewhat regular intervals during the past few years?

A. Yes sir for two years I gave him from \$15.00 to \$25.00 a month.

Q. Does your father owe you as much as the \$1000.00 bond secured by deed of trust executed by him in your favor last December?

A. Yes sir. Q. Has any part of it been paid? A. No sir.

Cross examination by Mr. Holland?

Q. Part of the money given to your father by you was during this year; since the deed of trust was executed?

A. Yes sir.

Q. You stated just now that you had given your father \$15. to \$25. per month for the last two years. Did you keep an accurate account each time?

A. No sir, some time I would give him \$50.00 and it would be ~~xxxx~~ two months before I would send him any more.

Q. Did you ever take a note, for any such payment?

A. No sir.

Q. Did you ever have a written contract that such an amount would be paid back to you?

A. No sir.

Q. Did you ever have any agreement that such amounts would ever be paid back?

A. No more than his word, that was all.

Q. What were his words?

A. He told me that he would pay me back what he borrowed.

Q. When?

A. I suppose when he got able.

Q. You never expected to get all your money back did you?

A. No sir I did not and have not got it all back.

Q. You have been taking care of your father about 8 years have you not?

A. Yes sir.

Q. You feel that you ought to take care of him in his old age do you not?

A. Yes sir.

Q. The items mentioned above by you constitute the support given your father by you during the last eight years, do they not?

A. I worked with him one whole twelve months since I was 22 years old and gave him the whole twelve months work. And I have mentioned everything else.

Q. You worked for him in the same way you let him have money?

A. Yes sir.

Q. Because he was getting old and could not take care of himself.

A. Yes sir.

Re-direct examination

Question by E. L. Beale.

Q. How much money have you advanced to your father this year since he gave you the deed of trust for \$1000.00

A. \$25.00 one time and \$25.00 again, and \$30.00 in April.

Q. The various sums that you said you had advanced to your father during the past few years and the years work you gave him you expected to and did try to get security for a part of it under the deed of trust and that part that is not covered in the deed of trust is what you expected to give your father as helping to take care of him is it not?

A. Yes sir. Question and answer objected to on account of being leading.

Q. Then your father as a matter of fact really owes you more than the \$1000.00

A. Yes sir.

Q. You expected to give him that difference?

A. Yes sir. Same objection to question and answer.

Q. You do not owe and part of the Dixie Guano Co. account do you?

A. No sir.

Re-cross examination by Mr. Holland.

Q. What year did you and your father rent the land jointly owned by you to Jim Copeland?

A. Last year.

Q. This judgment was for fertilizer used on the place by Jim Copeland last year was it not?

A. Yess sir.

Q. Then if you had a joint interest in the place and rent, you really ought to pay for the fertilizer as much as your father?

A. If I had the money I would help him pay it.

And further this deponent saith not.

Beverly Ash

We consent to the taking of the above depositions, notice of time place thereof being waived:

P. L. Beale
Counsel for Defendants.

Wm. S. Holland
Counsel for Complainants.

Franklin, Va.,
June 3rd. 1921.

The depositions of William S. Holland and Marion Spencer taken before me, M. Anderson Maxey, commissioner in Chancery for the Circuit Court of the County of Nansemond, Virginia, at William S. Holland's office, in Suffolk, Virginia, on the 15th day of March, 1921, and between the hours of 9 A.M. and 6 P.M., to be read as evidence in behalf of the Dixie Guano Co., Inc., in a certain suit in equity depending in the Circuit Court of Nansemond County, Virginia, wherein Dixie Guano Company, Inc., is plaintiff and B. H. Ashe, Beverly Ashe, E. L. Beale, Trustee, and the Farmers Bank of Franklin, Inc., are defendants.

PRESENT: William S. Holland, attorney for plaintiff.

No appearance for defendants.

William S. Holland being duly sworn deposes as follows:

(Questions by M. Anderson Maxey, Commissioner in Chancery.)

Q. Please state your name, age, occupation and residence.

A. William S. Holland, 26 years, Attorney at Law, Suffolk, Va.

Q. In this case of Dixie Guano Company, Inc., v. B. H. Ashe, Beverly Ashe, et al., you represent the plaintiff, do you not?

A. Yes, sir.

Q. Please state what you know about this case.

A. Sometime in January the Dixie Guano Co., Inc., placed in my hands for collection a note signed by B. H. Ashe and James Copeland. This claim was reduced to a judgment on the 19th day of February, 1921, as shown by "Exhibit A" in the bill. A few days before this judgment was obtained, B. H. Ashe came to my office to ask me to see the Dixie Guano Co., Inc., and request them to accept a deed of trust for the amount of their claim. B. H. Ashe stated at that time that the place on which he lived was subjected only to a \$2,000.00 deed of trust given to Farmers Bank of Franklin, Inc., In complying to this request I saw Mr. Womack of the Dixie Guano Co., Inc. After my conversation with Mr. Womack on this subject I wrote to B. H. Ashe on February 10th to be sure to come to my office without fail. He came on that date but I was busy taking depositions in another case and could not talk to him. I requested B. H. Ashe to come back on the 19th, the day on which the notice of motion was returnable, and that I had arranged to accept the deed of trust. On Saturday, the 19th day of February, Ashe did not come and on that day I wrote him to call at my office on the following Monday or Tuesday. I secured the judgment on the morning of the 19th, as per the notice of motion. On Monday Morning I went down to the Clerk's Office for the purpose of looking up the title

to the property on which B. H. Ashe lived and then for the first time, I found on record a deed of trust from B. H. Ashe to E. L. Beale, trustee for Beverly Ashe, for \$1,000.00, a certified copy of which said deed of trust is herewith introduced in evidence marked "Exhibit A". I noted that this deed of trust was dated the 22nd day of December, 1920, but was not recorded until the 17th day of February, 1921, just two days before the judgment against B. H. Ashe in favor of Dixie Guano Co., Inc., was secured, of course, I immediately suspiciousned that fraud has been perpetrated. On the following day, Tuesday, February 22nd, B. H. Ashe came to see me in my office about this matter. I immediately told him what I had found at the Clerk's Office with reference to his deed of trust to Beverly Ashe. I asked him was Beverly Ashe related to him, and he said that he was his own son, that he has been living with his son in Isle of Wight County up until last January when he moved to Nansemond County. I asked him if Beverly Ashe had any property. In answer to this question, B. H. Ashe then stated that Beverly Ashe did not own any property, except his interest in the place on which B. H. Ashe was living, that he was only about thirty years old, and that he was merely a tenant for Mr. A. R. Butler in Isle of Wight County. Then I asked him how much money Beverly Ashe made last year, and he said that he and Beverly Ashe were tenants last year for Mr. A. R. Butler, that they did not make and sell enough crops to pay for their cultivation and the rent, and that they owed Mr. A. R. Butler several hundred dollars for advances made during the year of 1920, and which they (B. H. Ashe and Beverly Ashe) could not pay at the end of the year. I then told B. H. Ashe that he knew under these circumstances that Beverly Ashe did not have \$1,000.00 in December, 1920, to lend him. B. H. Ashe then said that he was going to tell the truth about the matter right then, and

he told me then that his son did not pay him one cent when the deed of trust was executed, but that Beverly Ashe was his favorite son and that he had executed this deed of trust for \$1,000.00 only because Beverly Ashe had taken care of him for the last seven or eight years, and because he had received \$25. per month allotment money from the U. S. Government for over a year while Beverly Ashe was in the army. While this conversation was going on Miss Spencer, my stenographer, was in this office and heard the conversation. He also stated to me before he left, but not in the presence of Miss Spencer that several years ago his son gave him \$200. in one November, and \$50. at another time, but he had forgotten when. B. H. Ashe then said that he would still give us a deed of trust for the amount of our claim with his son, Beverly Ashe, on the farm on which B. H. Ashe is now residing and which is described in the bill in this suit. I suggested then that I write his son, Beverly Ashe, to meet us at my office on the following Saturday, and then we could have the deed of trust executed. All this conversation occurred on the 22nd day of February, 1921, and I dictated the letter to Beverly Ashe while B. H. Ashe was present and listening, so there could be no mistake about the date. After the letter was written, B. H. Ashe said that he would certainly meet his son here at my office on the following Saturday at eleven o'clock, A.M. A carbon copy of which said letter is herewith introduced in evidence, marked "Exhibit B". On the following Saturday Beverly Ashe came to my office about 10 o'clock, A.M., one hour before the appointed time. I then told him practically everything that I knew about the case and especially what his father had said and promised. Beverly Ashe did not deny a single statement or fact with reference to the deed of trust, and I had carefully repeated what his father had said with reference to the

case. Beverly Ashe said, though, that he did not sign notes for himself or anyone else, and that he would not sign a deed of trust to secure the claim of Dixie Guano Co., Inc., against his father. Then I again explained to him that I merely carried out the request of his father in trying to get the matter settled in this way, but since he (Beverly Ashe) had refused to execute the deed of trust with his father, it was useless for him and his father to come up here at 11 o'clock, so I have not seen Beverly Ashe or B. H. Ashe since then.

Q. When was the note, on which the judgment against B. H. Ashe and James Copeland was obtained, due?

A. The note was due on the 1st day of December, 1920.

Q. What was this note given for?

A. It was for fertilizer. James Copeland has no property, I explained to B. H. Ashe that he would have the money to pay. The fertilizer, of course, was used on the land of B. H. Ashe, which James Copeland was cultivating.

Q. Did B. H. Ashe know on December 22nd that he would have the total amount of the debt to pay?

A. Yes sir. B. H. Ashe told me before I instituted the action on the note that some time after the peanuts were dug by James Copeland, on B. H. Ashe's place, that several judgment creditors against James Copeland had levied on the crop, and that he, B. H. Ashe, knew in October that he (B. H. Ashe) would have to pay for the fertilizer used on the place, and that he was going to lose the amounts of several notes, which he had endorsed for James Copeland during the year and also about \$75. or \$100. that he (B. H. Ashe) had advanced to James Copeland during the year. B. H. Ashe further said that he was notified by the Dixie Guano Co., Inc., on the 1st day of December, 1920, that they were looking to him for payment, but (B. H. Ashe) knew that he that he would not have the money to pay the note with, and he could not decide what to do at that time.

And further this deponent saith not.

William S. Holland

Marion Spencer being duly sworn deposes as follows:

Q. Please state your name, age, occupation and residence.

A. Marion Spencer, 22 years, stenographer, Suffolk, Va.

Q. Are you a stenographer for William S. Holland?

A. Yes sir.

Q. Mr. Holland has testified with reference to a conversation between B. H. Ashe and himself which took place in his office in the National Bank of Suffolk Building, Suffolk, Va., on the 22nd day of February, 1921. Please state whether or not you were present when this conversation took place.

A. Yes sir, I was present at the time.

Q. Please state what you know about this conversation.

A. I heard B. H. Ashe tell Mr. Holland, in Mr. Holland's office on the 22nd day of February, that he had given Beverly Ashe, a deed of trust for \$1,000.00 on his interest in the place where he (B.H. Ashe) resides. B. H. Ashe said he gave the deed of trust to him because he had been so good to him. He said during the time Beverly Ashe was in the service the government sent him \$25.00 every month.

Q. Did he state how long Beverly Ashe had been so good to him, If so, how long?

A. He said that Beverly Ashe had helped take care of him for seven or eight years.

Q. What relation is Beverly Ashe to B. H. Ashe according to what B. H. Ashe said?

A. B. H. Ashe said that Beverly Ashe was his own son.

Q. Please state what B. H. Ashe said with reference to meeting his son in William S. Holland's office on the following Saturday.

A. B. H. Ashe said that he would execute a deed of trust with his son to settle the claim with the Dixie Guano Co., Inc. Mr. Holland dictated a letter to me in the presence of B. H. Ashe to Beverly Ashe requesting him to be at Mr.

Holland's office on the following Saturday.

Q. Please state whether B. H. Ashe was merely answering question after question or whether he was telling what he knew of his own accord?

A. I remember Mr. Holland asked him a few questions about who was Beverly Ashe and how much property he had, then B. H. Ashe told all about the deed of trust without many questions.

Further this deponent saith not.

Marion Spencer.

STATE OF VIRGINIA,

County of Nansemond, to-wit:-

I, M. Anderson Maxey, a commissioner in chancery for the Circuit Court of the County of Nansemond, in the State of Virginia, do certify that the foregoing depositions of William S. Holland, and Marion Spencer were duly taken, sworn to and subscribed before me at the office of William S. Holland in the City of Suffolk, Virginia, on the 15 day of March, 1921, between the hours of 9 A.M. and 6 P.M., and for the purpose in the caption hereto mentioned.

Given under my hand this 15th day of March, 1921.

M. Anderson Maxey
Commissioner in Chancery.

"Exhibit A"

THIS DEED, Made this 22nd day of December, 1920, between B. H. Ashe of Nansemond County, Virginia, party of the first part, grantors, and E. L. Beale of Franklin, Virginia, chosen trustee, party of the second part, grantee:

WITNESSETH; That the said party of the first part do hereby grant and convey with general warranty, unto the said E. L. Beale Trustee, the following property, to-wit:

That certain tract of land in Holy Neck District, Nansemond County, Virginia, on the east side of the old Somerton road leading from Manning's Station, on the Southern Railroad, to Baker's Corner, and bounded as follows: beginning at a pine on the east side of the Somerton Road, thence running along a straight line of marked trees, southwest to a white oak on Mills Holland line (old boundary) thence running south to a stooping maple; on the fence to the swamp to the John R. Kilby line to the said Somerton road, the point of beginning containing six acres more or less and being the same land conveyed to the said B. H. Ashe and Beverly Ashe by deed of bargain and sale dated Dec. 1st, 1919, from S. E. Everett and wife.

It is understood and agreed that this deed of trust covers the undivided interest of the party of the first part, and that the above described land is subject to a prior deed of trust to secure the sum of \$2,000.00.

IN TRUST ,HOWEVER, To secure the payment of a certain bond for the principal sum of One thousand Dollars bearing even date hereof signed by said party of the first part, payable on demand with interest from date payable annually, said bond being payable unto Beverly Ashe or assigns, waiving the benefit of homestead exemption and mentioning E. L. Beale Trustee.

It is understood and agreed that the said party of the first part is to pay all taxes, dues and assessments upon the property hereby conveyed, and keep the buildings thereupon insured in some safe and reliable insurance company for at least three-

fourths their value, as a further security for the debt hereby secured, with loss, if any, under the policy to be payable to the aforesaid Trustee, as interest may appear, and in case the said party of the first part fail so to do, then the Trustee or Beneficiary hereunder shall have the right to have the buildings insured as aforesaid and pay the premiums thereon, and all amounts so paid by either of them shall constitute a part of the costs attending the execution of this trust and be hereby secured.

In the event that default shall be made in the payment of the above secured indebtedness, principal, interest, taxes, dues, assessments or any insurance premium, hereby secured, when it becomes due, payable or demanded, then the said Trustee on being requested by the holder of the said indebtedness, or any part thereof, shall take charge of the property hereby conveyed, and sell the same at public auction at some convenient and public place in Nansemond County, Virginia, for cash, after giving reasonable notice by advertising the time, place and terms of sale, and out of the proceeds of sale shall first pay the costs and expenses attending the execution of this trust, including the usual commission of five per cent to the said trustee, and shall then pay the debt or debts hereby secured, and the residue, if any, to those entitled thereto.

It is further provided, that if the property hereby conveyed is advertised for sale under this deed, and not sold, then the said Trustee, shall be entitled to one-half of the commission above provided for, to be computed on the amount of debt hereby secured, and the same is hereby secured in the like manner as other charges or expenses, and the benefit of the Homestead Exemption is hereby waived as to the debts hereby secured.

If no default is made in the payment of any of the above secured indebtedness, principal, interest, taxes, dues, assessments, insurance premiums, charges or expenses, then upon request of the party of the first part, a good and sufficient deed of release shall be executed to them and at their own proper costs and charges.

Witness the following signatures and seals:

(Signed) B. H. Ashe (Seal)

State of Virginia,
County of Southampton, to-wit:

I, J. F. Matthews, a Notary Public in and for the County aforesaid in the State of Virginia, do hereby certify that B. H. Ashe whose name is signed to the writing hereto annexed bearing date on the 22nd day of December, 1920, has acknowledged the same before me in my County aforesaid.

My commission expires on the 16th day of April, 1924.

Given under my hand this 22nd day of December, 1920

(Signed)

J. F. Matthews,
Notary Public.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the 17th day of February, 1921. This deed was presented, and, with the certificate annexed, admitted to record.

Teste:

(Signed) G. E. Bunting, Clerk,
By Ruby V. Benton, D. C.

at test
at test

G. E. Bunting, Clerk
By Ruby V. Benton D.C.

"Exhibit B"

February 22nd, 1921

Beverly Ashe,
c/o A. R. Butler,
Carrsville, Va.,

Your father, B. H. Ashe, is in my office now, and I am writing you to know if you can meet your father at my office next Saturday, February 26th, at 11 o'clock A.M. Please write me by return mail whether or not you can come. It is very important that we see you on this date. My office is room 303 in the National Bank of Suffolk Building, and anyone can help you find it.

Yours very truly,

Wm. S. Holland

WSH/ms

Self-addressed stamped envelope enclosed.

Dixie Lumber Co., Inc.

v.

B. H. Ashe, Beverly Ashe,
et al.

Depositions

Virginia:

In the Circuit Court for the County of Nansemond County- January

Term, 1921

Dixie Guano Company, Inc.,

Plaintiff

Action of

versus

B.H. Ashe and James Copeland

Defendant.s

Judgment in favor of the Plaintiff..... against the Defendant..... for the
sum of **Three Hundred Thirty-nine and 40/100 Dollars and**
Thirty-three & 94/100 dollars for attorney's fee

\$ 339.40 \$33.94

With interest thereon at the rate of six per centum per annum, from

December 1st, 1920

until payment

Subject to credit, viz:

And the cost of suit, \$ 10.32

A FIERI FACIAS issued from the Clerk's office of said court on the day of
19.... returnable to the..... thereafter, directed to the.....
of the..... of..... who hath made return thereon in the words and figures following,
to-wit:.....

This judgment was duly docketed in the Clerk's
office of the **Circuit** Court of the **County**.....

of **Nansemond** on the **19th** day of **February** 19**21**.

Judgment Docket No. **4** Page **92**

Teste:

G. E. Bunting

Clerk.

William S. Holland

p. q.

Clerk.

"Exhibit A"

Dixie Guano Company, Inc.,

vs.

}

ABSTRACT OF
JUDGMENT.

Nansemond County Circuit Court

B.H.Ashe and James Copeland

VIRGINIA: IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Dixie Guano Company, Inc.,

v.

B. H. Ashe, Beverly Ashe, E.L.Beale,
Trustee, and Farmers Bank of Franklin, Inc.

This cause which has been regularly matured at rules, came on to be heard on the bill and the exhibits filed therewith, upon the depositions taken on March 15th, 1921, on behalf of the complainant after due and legal notice to the said defendants, and upon the depositions taken on June 3rd, 1921, on behalf of the defendants, B. H. Ashe and Beverly Ashe, after due and legal notice to the complainant, and upon the answer of the Farmers Bank of Franklin, Inc.. this day filed by leave of the Court and was submitted to the Judge of this Court in Chambers without argument.

On consideration whereof the Court doth adjudge, order and decree that the deed of trust from B. H. Ashe to E. L. Beale Trustee, bearing date the 22nd day of December, 1920, in trust to secure the payment of \$1,000. to Beverly Ashe, which is more particularly described in the bill in this cause, be, and the same is hereby declared without consideration in law as to creditors and is, therefore, set aside and decreed void and fraudulent as against the judgment of the Dixie Guano Company, Inc., v. B. H. Ashe and James Copeland for the sums of \$339.40 \$33.94. and \$10.32, as shown by "Exhibit A" in the bill.

And the Court further doth adjudge, order and decree that the papers in this cause be referred to one of the commissioners of this court, who is directed to inquire into and report to the court:

1. Whether there are any delinquent taxes due upon the said land or not.
2. Whether all parties interested in this suit are

properly before the court.

3. Report the respective interest of each party to this suit in the land described in the bill.

4. Report any and all liens and encumbrances upon the said land and the order in which they are chargeable.

5. Whether or not the rent and profits from the real estate mentioned in the bill will satisfy the said liens in five years.

6. Whether the real property mentioned in the bill can be conveniently divided in kind so that Beverly Ashe may receive his part in kind and so that only the part in kind of B. H. Ashe may be sold to satisfy the said judgment.

7. Report the annual and fee simple values of the said tract of land.

Which several inquiries the said commissioner should make and to the court report together with any matter specially stated deemed pertinent by himself, or required by any party to be so stated.

Dixie Guano Company, Inc.,

v.

B.H.Ashe, Beverly Ashe, et al.

DECREE

Entered this 27 day of
June, 1921.

J. L. McLean

5-75, 347

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

IN THE CIRCUIT COURT OF NANSEMOND COUNTY VIRGINIA:

Dixie Guano C., Inc.,

vs.

B. H. Ashe, Beverly Ashe,
The Farmers Bank of Franklin,
and E. L. Beale Trustee.

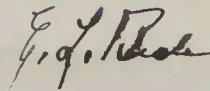
The separate answer of The ~~Farmers~~ Bank of Franklin to a bill in equity exhibited against itself and others in the Circuit Court of Nansemond County, Virginia:

The said Farmers Bank of Franklin for answer thereto answers and says that it knows nothing as to the truth or falsity of the allegations in the said bill; that it is a holder for value and without notice of a bond secured by deed of trust as a first lien on the interests of B. H. Ashe in the land mentioned in the said bill and also secured by the interests of said Beverly Ashe in the land mentioned in the said bill; that the bond dated December 22nd 1920 executed by said B. H. Ashe to Beverly Ashe has been duly assigned to it as further security for the debt of said Beverly Ashe and B. H. Ashe; that the deed of trust securing the said bond in the sum of \$1,000.00 was recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, two days before the judgment mentioned in the said bill was docketed and therefore it has a prior lien to the said judgment.

And now having fully answered the said bill The said Farmers Bank of Franklin prays to be hence dismissed with its reasonable costs therein. Answer under oath is expressly waived.

The Farmers Bank of Franklin,

By



Its President.

Nipic Guano Co. Inc
vs.
Ashe, Beck-Drester & Farmers
Bank.

Answer of
The Farmers Bank of Franklin

1921 June Filed.

Dixie Guano Company, Inc.,

v.

B. H. Ashe, Beverly Ashe, E. L. Beale,
Trustee, and Farmers Bank of Franklin, Inc.)

(
)
(BILL.
)
(

TO THE HONORABLE CIRCUIT COURT OF NANSEMOND COUNTY

Your complainant Dixie Guano Company, Inc., respectfully
represents:

(1) On the 19th day of February, 1921, Dixie Guano Company, Inc., recovered in the Circuit Court of Nansemond County, a judgment against B. H. Ashe of the said county, for the sum of \$339.40 with interest thereon from the 1st day of December, 1920, until paid, and \$33.94 for attorney's fee, and \$10.32 court cost and that the said judgment was duly docketed in the Clerk's Office of the said court on the 19th day of February, 1921. An abstract of the said judgment is herewith filed and marked "Exhibit A" and made a part of this bill; and,

(2) A short time before such judgment was had, in anticipation that the judgment would be recovered, the said B. H. Ashe, with the object and intent to prevent your complainant and from realizing anything from the said B. H. Ashe's property, conveyed by a certain deed of trust, dated the 22nd day of December, 1920, to E. L. Beale, trustee, in trust to secure the payment of \$1,000.00 to Beverly Ashe, his one-half undivided interest and rights in all his real estate, consisting of the following property, to-wit:

"That certain tract of land in Holy Neck District, Nansemond County, Virginia, on the east side of the old Somerton road leading from Manning's Station, on the Southern Railroad, to Baker's Corner, and bounded as follows: beginning at a pine on the east side of the Somerton Road, thence running along a straight line of marked trees, southwest to a white oak on Mills Holland line (old boundary) thence running south to a stooping maple; on the fence to the swamp to the John R. Kilby line to the said Somerton road, the point of beginning containing six acres more or less and being the same land conveyed to the said B. H. Ashe and Beverly Ashe by deed of bargain and sale dated Dec. 1st, 1919, from S. E. Everett and wife."

(3) Your complainant alleges and charges that no consideration whatever passed from the said Beverly Ashe to the said B. H. Ashe for the amount mentioned in the said deed of trust; that the said deed of trust was not executed upon a consideration deemed valuable in law; that the said deed of trust was made to hinder, delay, and defraud your complainant and other creditors; that B. H. Ashe is the father of Beverly Ashe; that the said Beverly Ashe was aware and knew of the aforesaid fraudulent purpose the said B. H. Ashe had in executing the aforesaid deed of trust; that your complainant's claim was existing and was due and payable at the time the said B. H. Ashe executed the aforesaid deed of trust; and that your complainant is entitled to have the said deed of trust set aside and the property therein embraced subjected to the payment of your complainant's said judgment.

In consideration whereof, and forasmuch as your complainant is remediless in the premises save in a court of equity, your complainant prays that the said B. H. Ashe, Beverly Ashe, E. L. Beale, trustee, and the Farmers Bank of Franklin, Inc., may be made parties defendant to this bill and required but not on oath to answer the same, the oath being hereby waived; that all proper orders and decrees be made, inquiries be directed, and accounts be taken; that the said deed of trust from the said B. H. Ashe to the said E. L. Beale, trustee, be set aside as fraudulent and void, and that the property therein described and intended to be conveyed, or so much as is necessary to satisfy your complainant's claim, be sold, and the proceeds applied to the payment of your complainant's judgment aforesaid; and that your complainant may have all such further and other and general relief in the premises as the nature of this case may require, or to equity shall seem meet.

*Dixie Yarns Company - Inc.,
By its atty., W. S. Halland*

Dixie Guano Co., Inc.,

v.

B. H. Ashe, et al.

BILL

March 7, 1922
G. E. Dumbry
Clerk

WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

RULE NOTES:

Dixie Guano Company, Inc.

Vs. Chancery

B. H. Ashe, Beverly Ashe, E. L. Beale, Trustee and farmers

Bank of Franklin, Inc.

February 28, 1921. Process issued returnable to March Rules, First Monday, 1921.

✓ Bill, deps, answer

~~let~~

decree ordering
Comm. to look
into several items

Wm S. Holland, B. G.

Dixie Gum Co. Inc.

15

D. H. Coker et al.

32

Definit 1850