

1933-075
Nansemond Co (Suffolk)

Chancery Causes: Slingluff Johns & Co] vs R.C. Norfleet et al

90

Rawles, Truitt, Everett, Vincent

OFFICES:

COURTLAND
AND
SUFFOLK, VA.

JUDGE J. B. PRINCE.

JAS. L. McLEMORE.

COURTS:

NANSEMOND,
SOUTHAMPTON,
ISLE OF WIGHT.

PRINCE & McLEMORE,

ATTORNEYS.

SUFFOLK, VA.,

Mr. A.P.Gomer, Clerk Circuit Court.

Please issue process as follows:

Horace Slingluff and Henry E.D.Johns merchants and partners trading
as Slingluff, Johns & Co.

Versus.

R.C.Norfleet and Mamie W.Norfleet, J.T.Rawles Trustee, Irvin Truitt
J.E.Vincent and S.E.Everett Trustee.

Summons in Chancery to Second September Rules. Cir.Ct. 1898.

Pay \$1.50

Prince & McLemore

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

*R. C. Norfleet and
Mamie V. Norfleet, J. T. Rawles Trustee
Irvin Pruitt J. E. Vincent and S. E. Everett
Trustee*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held
for the said Court, on the *Third* Monday in *September 1898*, to answer

a Bill in Chancery, exhibited against *them*
in the said Court by *Horace Slingsluff and Nenny
B. D. Johns merchants and partners
trading as Slingsluff Johns & Co.*

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this *13th* day of
September, 1898, in the 12^{3rd} year of the Commonwealth.

A copy—Teste:

Teste:

A. P. Gomer, CLERK.

A. P. Gomer, CLERK.

Executed the 16th day of Sept 1898 by Sewing a true Copy of
the within ~~process~~ and each of the within names of
parties in person

R E Noy Beck Deput
For Att Waker 5th

France & M. Demorel p. q.

Shinghuff John Hec

25.

In Chancery.

R E Noy Beck Deput

1898

September Rules.

Shind Monday.

Nansemond Circuit Court.

Process Book No. 21

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R. C. Norfleet Marie V. Norfleet Irvin Traitt J. E. Vincent &

ads .

Horace Slingluff and Henry B. D. Johns merchants and partners trading as Slingluff's Johns & Co .

The said defendants in the above styled suit come and say that the bill of the complainants is in sufficient in law and they pray judgment of the court whether they shall make any further answer to the said bill .

Demurrer

Shingluff Johns & Co.

vs } In Chancery

R. C. Norfleet & als.

The answer of Irving Truitt to a bill of complaint filed against him and others in the Circuit court of Nansemond County, by Horace Slingluff and Henry B. D. Johns, merchants and partners trading as Slingluff, Johns & CO.

This defendant saving and reserving to himself all manner and benefit of exception which can or may be had or taken to the many errors and uncertainties in the said complainant's bill of complaint, contained, for answer thereunto, answers and says ;

That sometime before the making of the deed of trust to J. T. Rawles trustee to secure to him the payment of a certain debt mentioned in the bill filed in this cause, R. C. Norfleet, who married his wife's sister, approached him and requested a loan of money to assist him in his business. That as this defendant was then in fair financial condition and had some ready money at his command, he was anxious to accommodate the said applicant, especially as he then believed that the said defendant R. C. Norfleet was then solvent, and as the said R. C. Norfleet promised to give him ample security for the said loan, he did loan the said defendant R. C. Norfleet the sum of \$100 in cash on the spot, which was paid to him by check on the Farmers Bank of Nansemond. And this defendant says that he was then prepared and would have continued ^{to loan} the said R. C. Norfleet other money from time to time, had both he and the said R. C. Norfleet remained in solvent circumstances. Under these circumstances he requested the said R. C. Norfleet to give him security as promised and the said R. C. Norfleet made the said deed of trust to J. T. Rawles trustee to secure him as promised. He further says that he was not present when the said deed of trust was drawn, or made and delivered to the said trustee to be recorded as he left all this to the said R. C. Norfleet, being quite intimate with him. He further says that if he had been present he would have suggested that the said deed of trust be made to secure only the said \$100 already advanced ; though as a matter of fact he expected then that he would let the said R. C. Norfleet have other money on loan. He further says that if the said R. C. Norfleet made the said deed of trust to defraud the complainants or to hinder ^{or} delay them in the collection of their just debts, he had no notice of any such intention, nor does he believe that any such intention existed on the part of the said R. C. Norfleet.

He therefore prays that the deed of trust be made to cover his said \$100, which it was intended to secure, and that he be protected in the collection of the said \$100 with interest thereon. He says it was an honest debt, honestly and fairly contracted, and for which, according to contract, he was to have this security, and he therefore prays that the court will award him such security and protection in the premises as equity and good faith require. And having fully answered he prays to be hence dismissed with his reasonable costs in this behalf expended.

Virginia : Nansemond county to-wit ;

I, R. H. Rawles a notary public for the county aforesaid in the State of Virginia do certify that Irving Truitt whose name is signed to the ^{answer} ~~writing~~ above, has this day personally appeared before me in my said county, and made oath that all the facts stated in the foregoing answer as coming of his own knowledge are true ; and all other facts derived from the information of others, he believes to be true. Given under my hand this 18th day of October 1898.

R. H. Rawles
Notary Public.

[illegible]

THE-03 **YOUNG MANAGERIAL : 40171**

will

Answer of
Irving Trull

The answer of R. C. Norfleet, to a bill of complaint filed against him and others, in the Circuit court of Nansomend county, by Horace Slingluff and Henry B. D. Johns, merchants and partners trading as Slingluff, Johns & Co .

This defendant now and at all times hereafter, reserving to himself ~~to~~ right of exception, to the many errors and uncertainties in the said bill of complaint contained, for answer thereto or unto ~~so much~~ thereof, as he is advised it is material for him to answer, answers and ~~says~~ ;

That it is true that the plaintiffs obtained a judgment against him in the circuit court of Nansomend county for the sum of \$171;08 as stated in the bill, which amount he has up to the present time been unable to pay off and satisfy, though he says it is his intention to pay every dollar of the same just as soon as he finds himself able to do so .

He says it is not true that while the suit was pending on which this judgment is based, he made a general assignment of all his personal property in anticipation that the said judgment would be rendered, but ~~that~~ that in fact he made the said assignment long before the said suit was filed, to the best of this defendants knowledge and belief ;

he further say ~~that~~ at the time he made the deed of assignment conveying his chattel property, he was engaged in the mercantile business at Boxelder, in Nansomend county, and ~~that~~ owing to the general credit business which he had done, he found himself unable to collect the amounts due him, and ~~therefore~~ unable to pay off and discharge his indebtedness ; he therefore made the said deed of assignment of his chattel property conveying all he had for the benefit of and to secure his bona fide creditors ; and ~~that~~ every debt secured in said deed of assignment was and is a just and honest one ; that the complainants themselves had there debt mentioned in said deed along with others .

He says it is true that he was seized of a certain tract of land worth about \$800, it being the same land mentioned in the bill of complaint; it is also true that this land is subject to a lien in favor of J. E. Vincent for the sum of \$600 with about two years interest on the same ~~as~~ as stated in said bill

He further says that the said land is also subject to another ^{lien} for the sum of \$150 with about two years interest on the same ; it being a lien which was charged on the said land in the petition suit of Norfleet vs Norfleet lately pending in this court and made payable to the other heirs of his late father John Norfleet, in order to equalize their respective shares in said land ; that this the first lien on the said land and that no part of the same has been paid . He further says that it is true that he made a certain deed of trust to J. T. Rawle trustee to secure to Irving Truitt a certain debt due him by him to the said Irving Truitt but he utterly denies that he made the said deed for the purpose of hindering, delaying, or defrauding his creditors or any one else, or of defrauding the complainant or any one else ; he says that the said deed was made in good faith . He further says that he applied to the said Irving Truitt for a loan and the said Truitt, who was then, as this defendant is informed, in good financial circumstances, advanced him the sum of \$100 which was paid by check on the Farmers Bank of Nansemond, and promised to let him have other money, as he might need it, with the promise on the part of this defendant that he would secure him for the payment of the said loans . He further says that when he made the said deed of trust to secure the payment of the said money to the said Truitt, the said Truitt was not present, and this defendant having in mind the promise of the said Truitt to let him have other money, made the said deed of trust not only to secure the payment of the said \$100, which had already been advanced to him, but also to secure other money which the said Irving Truitt was expected to let him have . But he further says that ~~when~~ the said Truitt soon afterwards failed himself, as this defendant is informed, so that he did not really get but the \$100, and the said deed was made in good faith to secure to the said Truitt the repayment of this sum as he had promised he would do . And this defendant says that in all his acts and doings in connection with this matter he has acted in perfect good faith and without any intention to defraud any one or to hinder any one in the collection of an honest debt . And having fully answered he prays to be hence dismissed with his reasonable costs by him in this behalf expended ,

R. C. Norfleet

Virginia Nansemond county to-wit -

I, R. H. Rawles, a notary public, for the county aforesaid in the State of Virginia do certify that R. C. Norfleet, whose name is signed to the foregoing ^{answer} ~~bill~~ has this day made oath before me in my said county, that all the facts stated in the said answer as coming of his own knowledge are true ; and that all such other facts as are derived from information derived from others he believes to be true . Given under my hand this 4th day of October 1898 .

R. H. Rawles
N. P.

Answer of
R. C. Norfleet

Stingleff John & Co.

vs } In Chancery

R. C. Norfleet vs.

To The Hon Robt R. Prutis, Judge of the Circuit Court of Harpsward County.

Your orators, Horace Shingluff and Henry B. Johns, merchants and partners trading as Shingluff Johns & Co. Complainants sheweth unto your Honor, that your complainants at the April term 1897 of the circuit court of Harpsward County received judgment against R. L. Norfolk for the sum of one hundred twenty and $\frac{8}{100}$ (\$120 $\frac{8}{100}$) dollars, and same was duly docketed April 30th 1897, with interest as follows at 6% per annum until paid, or \$57⁰⁰ from June 18th 1897, or \$57⁰⁰ from July 18th 97, or \$57⁰⁸ from March 18th 97, and cost amounting to \$6.⁸¹. This judgment is yet due and unpaid. That while the said suit was pending on which such judgment was had and in anticipation that the judgment would be received the said R. L. Norfolk on a certain day to wit July 3rd 1897 made a general deed of assignment embracing all of his chattel property to R. A. Pauls Trustee and on the same date to-wit July 3rd 1897 the said R. L. Norfolk executed a deed of trust to J. I. Pauls Trustee to secure a debt claimed to be due to and from Trustee, who is the husband of the said R. L. Norfolk's sister-in-law, and a tract of land in Maryland Dist, owned by said R. L. Norfolk consisting of 100 acres valued at \$1200.⁰⁰ as per last assessment and bounded by the lands of Wm Norfolk Allen Daughtry

and others, in which R. B. Norflet and wife had executed a prior deed of trust to S. E. Cornett Trustee to secure J. E. Vincent in the sum of \$600.⁰⁰ dated Sept 17th 1896 and recorded in H. S. D. # 37 p. 499.

Your complainants aver and charge that no consideration whatever passed from the said Irwin Trust to the said R. B. Norflet for the said deed; that the same was made with intent to hinder, delay, and defraud creditors, one of which your orator is, and they are entitled to have the said deed set aside and the property therein embraced subjected to the payment of your orators said judgment, subject to the deed of trust in favor of J. E. Vincent which is still due and unpaid as your complainant is advised.

As your orators are nevertheless sure in a court of law, where matters of this sort are properly cognizable your complainants pray that the said R. B. Norflet Annie V. Norflet, J. I. Linds Trustee, Irwin Trust, J. E. Vincent and S. E. Cornett Trustee be made parties defendants to this bill and required ^{to answer} to answer the same fully; but answers under oath are hereby waived; that the said deed of trust in favor of Irwin Trust may be declared null, void, and of no effect, and that the property therein conveyed said and after paying the debt due to J. E. Vincent, that so much of the

remained as may be required, be applied in the payment of your orators judgment cost &c.; that all proper orders and decrees may be entered and inquiries be directed. And that such other and further general and special relief may be granted as the nature of the case may require, or to equity shall demand.

Notice is hereby given that the Court will be asked to allow reasonable fees to plaintiffs counsel, out of any funds coming under the control of the Court. And your orators will ever pray &c.

Price & L. Moore
Jr.

For value received I hereby assign the judgment sued on herein for the principal sum of \$171.⁰⁸ together with all rights existing under this suit to R. H. Rawl without recourse to us. He to have the control of the suit.

Mch 30. 1899.

Clifford & Sons Co.

J. L. M. Moore & Co. & Co.

Dingliff John vs.
vs. 3 Bell & Co.
R.C. Norfleet et al.

Price & McInroe
P. 4.

Slingshuff John & Co
vs In Chancery
R C Norfleet & others

1898 Sept-13th Process issued returnable
Sept rules third Monday.

" " 19th Process returned executed
on all the defendants

" Bill filed and decree
nisi against them

" Oct-3rd Decree nisi confirmed
and cause set for
hearing.

Singley Johns Leo
W. In Chaucer
R. C. Norfleet & others
Chaucer notes.

Quincy & McIntosh, p. 9.

Stingluff John & Co.

vs } In Chancery

R. C. Hooflet & others

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