

1933-182

Chancery Causes: Eley F. Holland

210

Nansemond County (Suffolk)

Vs

Cherry M. Holland

* All old chancery cases are dismissed in this year

East V. Atkinson

117 VA 490.—

5.78
W.

25.0
7/21/4.0
7/5/5.0
2/1/2.0

THE COMMONWEALTH OF VIRGINIA

James Rawles, Constable

To the Sheriff of Nansemond County—Greetings

YOU ARE HEREBY COMMANDED TO SUMMON W.V. Leathers

V.E. Beale, N.P. at the Office of H.L. Holland, Suffolk, Virginia,
to appear before the Judge of the Circuit Court of Nansemond County, at the Courthouse of said

County on the 25th day of October 1920 at 10 o'clock A. M. to testify and the

truth to say on behalf of Eley F. Holland

in a certain matter of controversy in our said Court depending and undetermined between

Eley F. Holland

Plaintiff

and

Cherry M. Holland

Defendant

And this the witness shall in no wise omit under the penalty of \$100 each. And have then and there this summons.

Witness, G. E. BUNTING, Clerk of our said Court, at his office, this 22nd day of October 1920, in the 145th year of the Commonwealth.

G. E. Bunting
CLERK.

☒ Your attendance and mileage, under this summons, will not be entered unless you go to the Clerk's desk each and every day you attend Court, under same, and on your oath, have an entry made of the sum you are entitled to, etc., as required by law.

Original
~~A COPY FOR~~

Jesse F. Holland

V. Wit. Sub'p. Plft.

Cherry M. Holland

W. J. Leathers

*I have served
and executed*

*This name
on the 23 day of
Oct 1920*

Nansemond

Circuit Court

J. P. Randle

Corr.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Nansemond County—Greetings
YOU ARE HEREBY COMMANDED TO SUMMON

R. Herman

to appear before the Judge of the Circuit Court of Nansemond County, at the Courthouse of said County on the 11th day of October 1920 at 10 o'clock A. M. to testify and the truth to say on behalf of The Commonwealth in a certain matter of controversy in our said Court depending and undetermined between

The Commonwealth

Plaintiff

and

Robert L. Douglas

Defendant

And this the witness shall in no wise omit under the penalty of \$100 each. And have then and there this summons.

Witness, G. E. BUNTING, Clerk of our said Court, at his office, this 6th day of October 1920, in the 145th year of the Commonwealth.

G. E. Bunting,

CLERK.

☒ Your attendance and mileage, under this summons, will not be entered unless you go to the Clerk's desk each and every day you attend Court, under same, and on your oath, have an entry made of the sum you are entitled to, etc., as required by law.

A COPY FOR

P. Herman

City

*Nansemond
Circuit Court*

and acquiescence of the said Cherry M. Holland and in recognition by her that this land belonged to your complainant and not to herself; and,

(10) Your complainant further alleges that he has fully and completely performed his agreements in this connection; that he now tenders, as he has already tendered in accordance with his agreement payment of \$2000.00, and the interest on the remaining \$13,000.00 at 4% interest per annum from January 1st, 1920; your complainant will go further than required by his agreement and hereby tenders full payment of said \$15,000.00 with interest at 4% from January 1st, 1920, on \$13,000.00 upon the execution and delivery to him of a good and sufficient deed for the said property by the said defendant; and,

(11) Your complainant further alleges that it would be a gross fraud upon his rights as well as inequitable and unjust to allow the above-described premises to be thus taken from him, that under the circumstances refusal of full execution would operate as a fraud upon your complainant and would place him in a situation for which he could not be compensated; and,

(12) That the said defendant, Cherry M. Holland has lived on the premises in the same house with the complainant and his family, as she had a right to do under the agreement by which she was only to charge 4% interest as long as she lived there, and that living on said premises she has known fully of the improvements made and all acts of ownership as above-set out, has been present and seen them taking place from time to time during the year, and has not at any time made any objection nor has she disputed that this land had been sold by her to your complainant or that he was the owner thereof:

In consideration whereof, and for as much as your

complainant is remediless in the premises save in a court of equity, your complainant herewith tenders full performance of his contract, by payment of \$2000.00 with interest thereon from January 1st, 1920, and the execution and delivery of a deed of trust for the remaining \$13,000.00 with interest as aforesaid from January 1st, 1920, or your complainant is willing and hereby tenders payment of the full purchase price of \$15,000.00 with interest as aforesaid from January 1st, 1920, and your complainant furthers tenders that the provision that said defendant may have a home on the premises, charging 4% interest on deferred payments while she stays there may be included in her deed or covered by a separate written contract to that effect:

WHEREFORE, he, your complainant prays that the said Cherry M. Holland may be compelled on her part to perform and comply with the provisions of the said contract; that the said Cherry M. Holland may be compelled to execute and deliver to the said complainant a good and sufficient deed for the aforesaid property, and to accept payment of the purchase price and security as above set out; and that the said defendant pending this suit may be restrained and enjoined from instituting or prosecuting any action at law against your complainant, either by distress or action

CHANCERY SUMMONS

The Commonwealth of Virginia.

TO THE SHERIFF OF NANSEMOND COUNTY---GREETING:

You are Hereby Commanded to Summon Cherry M. Holland

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 September 1920, to answer a

Bill in Chancery, exhibited against her

in the said Court by Eley F. Holland

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this 19th day of
August, 1920, in the 145 year of the Commonwealth.

A Copy---Teste:--

Clerk }

Teste:

Clerk

in writing, to Cherry M.

Holland
E. B. Rawles

Hugh L. Holland-----p. q.

Eley F. Holland

vs. } In Chancery

Cherry M. Holland

19. 20.

September Rules

First _____ Monday.

NANSEMOND COUNTY COURT,

Process Book, No. 3

Page

Executed this _____ day of _____, 191____ by delivering a true copy of the with-
in process to _____
S. A. New _____ side

Sheriff

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

ELEY F. HOLLAND.....COMPLAINANT.

vs. Memorandum

CHERRY M. HOLLAND.....DEFENDANT.

To George E. Bunting, Clerk of said Court:

Please summon defendant for complainant to
First September,(1920), Rules, in Chancery.

Hugh F. Holland
p. q.

Sent Aug. 19, 1920

ELEY F. HOLLAND...COMPLAINANT.

vs.....MEMORANDUM

CHERRY M. HOLLAND...DEFENDANT.

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

Eley F. Holland.....Complainant.

vs.

BILL

Cherry M. Holland.....Defendant.

To the Honorable Circuit Court of Nansemond County:

Your complainant, Eley F. Holland, respectfully represents:

(1) That on the _____ day of September, 1919, Cherry M. Holland, who is the widow of Joseph F. Holland, deceased, and who is the mother of your complainant, Eley F. Holland, was seized and possessed in fee simple of a certain tract of land bounded and described as follows: "All that certain tract of land situate in Holy Neck Magisterial District in Nansemond County, Virginia, containing One Hundred and Nineteen (119) acres, more or less, and bounded on the North by the land of Hendricks T. Jones; on the East by the land of W. S. Holland; on the South by the land of R. F. Ferguson; and on the West by the county road leading from Holland, Virginia, to Holy Neck Church. Save and except one-half acre conveyed to Paul Barnes and Ben Barnes, one-half acre conveyed to Anna Stevens, one-fourth acre conveyed to Anna Stevens, and one-fourth acre conveyed to Henry Stevens, which said conveyances aggregating one and one-half acres were made by Joseph F. Holland and Cherry M. Holland, his wife. This is the same land that was conveyed to Joseph F. Holland, by Joseph R. Jones and Annie E. Jones, his wife, by their deed dated December 13th, 1886, and duly recorded on December 14th, 1886, in Deed Book Number 17, page 443, in the Clerk's Office of the Circuit Court of the County of Nansemond, State of Virginia, with the exception above noted. This said land was devised to Cherry M. Holland by Joseph F. Holland by his will duly probated and recorded in the Clerk's Office of the Circuit Court of the County of Nansemond, State of Virginia"; and,

(2) That on the said _____ day of September, 1919, the said Cherry M. Holland sold said tract of land to your com-

plaintant, Eley F. Holland for the price and sum of Fifteen Thousand (\$15,000.00) Dollars, it being at the time that possession was to be given January 1st, 1920, that \$2000.00 was to be paid cash on January 1st, 1920, and the remaining \$13,000.00 was to be evidenced by a deed of trust on the said property; and that said Eley F. Holland was to have five years in which to pay said balance on said property, and said deed of trust to be payable five years after date. It was further agreed that the said Eley F. Holland was to pay only 4% interest on the deed of trust bond and the taxes on the bond as long as his mother made her home there with him, but that when she left he was to pay 6% interest on the said deed of trust bond, but no taxes on the said bond after that time; and,

(3) About ten days after said sale the said Eley F. Holland sold his own place at which he lived, near the above-described property to Charlie Hughson for the sum of Six Thousand (\$6,000.00) Dollars. The sale of his own farm being based entirely on the fact that he had just purchased the above described land from Cherry M. Holland and to enable him, the said Eley F. Holland to make his payment on his purchase from the said Cherry M. Holland. The said Cherry M. Holland, living near her son, Eley F. Holland knew fully that he proposed to sell his own farm even at a sacrifice price in order to move to the farm which he had just bought from her, the said Cherry M. Holland and in order to meet the cash payment on the same, and she, the said Cherry M. Holland knew these facts before and at the time of said sale of his own property by the said Eley F. Holland to Charlie Hughson. Your complainant alleges that he made said sale of his own property to Charlie Hughson solely and entirely on account of purchasing the above-described land from Cherry M. Holland, in order to arrange to move there and to make a cash payment, and that further that said sale was made hurriedly and at a sacrifice price as it was becoming late in the year to make farming arrangements in order that he could comply with the above set out agree-

ment between himself and Cherry M. Holland, all of which facts and circumstances were well known at the time to Cherry M. Holland and acquiesced in by her; and,

(4) That the said Eley F. Holland moved on the above-described land purchased from the said Cherry M. Holland as aforesaid on January 1st, 1920, and took possession of same under the terms of his purchase as above set out. At the time of moving on said property under the terms of the purchase above set out the said Eley F. Holland offered to pay his mother, Cherry M. Holland \$2000.00 as agreed and to execute to her a deed of trust for the remaining \$13,000.00 with interest from January 1, 1920. The said Cherry M. Holland and Eley F. Holland came to Suffolk, Virginia, for the purpose of drawing said papers as agreed. The sale was fully agreed to but on account of the fact that some of the heirs of Joseph F. Holland, deceased, who were other children of the said Cherry M. Holland and brothers and sisters of the said Eley F. Holland were threatening to contest the will of the said Joseph F. Holland, deceased, they, the said Cherry M. Holland and Eley F. Holland, were advised by an attorney not to execute and deliver deed and deed of trust carrying their purchase into effect at that time, but to wait for a while to see if a suit were brought to set aside the will of the said Joseph F. Holland. The said Cherry M. Holland then and there agreed again to make said deed and accept said deed of trust within a short time preferring to wait for a while to see whether the will of her husband, Joseph F. Holland would be contested. The said Eley F. Holland requested at the time a deed and offered the cash payment and also offered to execute a deed of trust according to agreement; and,

(5) Since moving on said land above-described on January 1st, 1920, the said Eley F. Holland has exercised complete ownership over said property, being placed in full and complete possession and control of same as owner by the said Cherry

M. Holland. The said Eley F. Holland proceeded promptly to make improvements on the said land, has continued to make improvements on said property, said improvements being valuable and of a permanent nature; said Eley F. Holland has bought guano and seed during the year 1920 and has bought the necessary teams, plows, farming equipment and utensils necessary to cultivate said property permanently. The said Cherry M. Holland has never offered to furnish any guano or seed or any part of the guano or seed and has never said anything about renting the property; and,

(6) On February 1st, 1920, Eley F. Holland began building a cook room and dining room on the said premises as an addition to the dwelling house thereon, has been building on it until it is nearly completed. He has also cut down undergrowth, trees, and shrubbery on a part of the premises and brought under cultivation four acres of the land formerly in woodland. All of which said acts of improvement were done with the knowledge and acquiescence of the said Cherry M. Holland; and,

(7) On the last of February, 1920, or the first of March, 1920, the said Eley F. Holland executed and entered into an option agreement with one W. T. Wood selling and granting unto the said W. T. Wood an option to buy a portion of the above-described land for the sum of \$10,000.00. This said option agreement was made in the presence of the said Cherry M. Holland by the said Eley F. Holland as owner of the premises and without any objection of her part; and,

(8) Soon after moving on said premises and taking possession thereof as owner, your complainant, Eley F. Holland rented out a portion of this land to a tenant, Grady Holland, with the full knowledge and acquiescence of the said Cherry M. Holland. The said defendant, Cherry M. Holland, although she ^{said} knew that this portion of the/property was being rented out by your complainant, did not concern herself about the rental, the terms of the contract of rental, nor has she. the said Cherry M. Holland e

M. Holland exercised or attempted to exercise any control or direction over the said Grady Holland as tenant in the cultivation of this land whatsoever; and.

(9) Your complainant, Eley F. Holland further alleges that he was induced in the first instance to purchase this land from his mother, Cherry M. Holland, the defendant herein for the purpose of making for himself and family a home and permanent place of abode; that in addition to the other improvements above-set out, your complainant has erected and constructed a tobacco barn on said premises, with the full knowledge and acquiescence of the said Cherry M. Holland; that he had made many permanent and valuable improvements, such as building a cook room and dining room, tobacco barn, clearing up a portion of the land, improving the land by own work and labor on it, all of which has been done with the full knowledge and acquiescence of the said Cherry M. Holland and in recognition by her that this land belonged to your complainant and not to herself; and,

(10) Your complainant further alleges that he has fully and completely performed his agreements in this connection: that he now tenders, as he ^{already} has tendered in accordance with his agreement payment of \$2000.00, and the interest on the remaining \$13,000.00 at 4% interest per annum from January 1st, 1920, said \$13,000.00 to be evidenced by first deed of trust payable five years after date with interest from date; and,

(11) Your complainant further alleges that it would be a gross fraud upon his rights as well as inequitable and unjust to allow the above-described premises to be thus taken from him, that under the circumstances refusal of full execution would operate as a fraud upon your complainant and would place him in a situation for which he could not be compensated; and,

(12) That the said defendant, Cherry M. Holland

has lived on the premises in the same house for the complainant and his family, as she had a right to do under the agreement by which she was only to charge 4% interest as long as she lived there, and that living on said premises ~~xxx~~ she has known fully of the improvements made and all acts of ownership as above-set out. has been present and seen them taking place from time to time during the year, and has not at any time made any objection nor has she disputed that this land had been sold by her to your complainant or that he was the owner thereof;

In consideration whereof, and for as much as your complainant is remediless in the premises save in a court of equity, your complainant herewith tenders full performance of his contract, by payment of \$2000.00 with interest thereon from January 1, 1920. and the execution and delivery of a deed of trust for the remaining \$13,000.00 with interest as aforesaid, from January 1st, 1920, and your complainant further tenders that the provision that said defendant may have a home on the premises, charging 4% interest on deferred payments while she stays there may be included in her deed or covered by a separate written contract to that effect:

WHEREFORE, he, your complainant prays that the said Cherry M. Holland may be compelled on her part to perform and comply with the provisions of the said contract; that the said Cherry M. Holland may be compelled to execute and deliver to the said complainant a good and sufficient deed for the aforesaid property, and to accept payment of the purchase price and security as above set out; and that the said defendant pending this suit may be restrained and enjoined from instituting or prosecuting any action at law against your complainant, either by distress or action for rent, unlawful detainer, ejectment or any other action at law against your complainant in connection with the aforesaid premises or the use thereof; that the said Cherry M. Holland may be made defendant to this bill, and required

but not on her oath. to answer the same, the other being hereby
waived; that your complainant may have all such further and other and
general relief in the premises as the nature of his case may require
or to equity shall seem meet.

ELEY F. HOLLAND.....COMPLAINANT.

vs. BILL.

CHERRY M. HOLLAND.....DEFENDANT.

To the Honorable Circuit Court of Nansemond County:

Your complainant, Eley F. Holland, respectfully represents:

(1) That on the _____ day of September, 1919, Cherry M. Holland, who is the widow of Joseph F. Holland, Deceased, and who is the mother of your complainant, Eley F. Holland, was seized and possessed in fee simple of a certain tract of land bounded and described as follows: "All that certain tract of land situate in Holy Neck Magisterial District in Nansemond County, Virginia, containing One Hundred and Nineteen (119) acres, more or less, and bounded on the North by the land of Hendricks T. Jones; on the East by the land of W. S. Holland; on the South by the land of R. F. Ferguson; and on the West by the county road leading from Holland, Virginia, to Holy Neck Church. Save and except one-half acre conveyed to Paul Barnes and Ben Barnes, one-half acre conveyed to Anna Stevens, one-fourth acre conveyed to Anna Stevens, and one-fourth acre conveyed to Henry Stevens, which said conveyances aggregating one and one-half acres were made by Joseph F. Holland and Cherry M. Holland, his wife. This is the same land that was conveyed to Joseph F. Holland by Joseph R. Jones and Annie E. Jones, his wife, by their deed dated December 13th, 1886, and duly recorded on December 14th, 1886, in Deed Book number 17, page 443, in the Clerk's Office of the Circuit Court of the County of Nansemond, State of Virginia, with the exception above noted. This said land was devised

to Cherry M. Holland by Joseph F. Holland by his will duly probated and recorded in the Clerk's Office of the Circuit Court of the County of Nansemond, State of Virginia"; and,

(2) That on the said _____ day of September, 1919, the said Cherry M. Holland sold said tract of land to your complainant, Eley F. Holland for the price and sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, it being at the time that possession was to be given January 1st, 1920, that \$2000.00 was to be paid cash on January 1st, 1920, and the remaining \$13,000.00 was to be evidenced by a deed of trust on the said property; and that said Eley F. Holland was to have five years in which to pay said balance on said property, and said deed of trust to be payable five years after date. It was further agreed that the said Eley F. Holland was to pay only 4% interest on the deed of trust bond and the taxes on the bond as long as his mother made her home there with him, but that when she left he was to pay 6% interest on the said deed of trust bond, but no taxes on the said bond after that time; and,

(3) About ten days after said sale the said Eley F. Holland sold his own place at which he lived, near the above-described property to Charlie Hughson for the sum of SIX THOUSAND (\$6,000.00) DOLLARS. The sale of his own farm being based entirely on the fact that he had just purchased the above described land from Cherry M. Holland and to enable him, the said Eley F. Holland to make his payment on his purchase from the said Cherry M. Holland. The said Cherry M. Holland, living near her son, Eley F. Holland knew fully that he proposed to sell his own farm even at a sacrifice price in order to move to the farm which he had just bought from her, the said Cherry M. Holland and in order to meet the cash payment on the same, and she, the said Cherry M. Holland knew these facts before and at the time of said sale of his own property by the said Eley F. Holland to Charlie

Hughson. Your complainant alleges that he made said sale of his own property to Charlie Hughson solely and entirely on account of purchasing the above-described land from Cherry M. Holland, in order to arrange to move there and to make a cash payment, and that further that said sale was made hurriedly at a sacrifice price as it was becoming late in the year to make farming arrangements in order that he could comply with the above set out agreement between himself and Cherry M. Holland, all of which facts and circumstances were well known at the time to Cherry M. Holland and acquiesced in by her; and,

(4) That the said Eley F. Holland moved on the above-described land purchased from the said Cherry M. Holland as aforesaid on January 1st, 1920, and took possession of same under the terms of his purchase as above set out. At the time of moving on said property under the terms of the purchase above set out the said Eley F. Holland offered to pay his mother, Cherry M. Holland \$2000.00 as agreed and to execute to her a deed of trust for the remaining \$13,000.00 with interest from January 1st, 1920. The said Cherry M. Holland and Eley F. Holland came to Suffolk, Virginia, for the purpose of drawing said papers as agreed. The sale was fully agreed to but on account of the fact that some of the heirs of Joseph F. Holland, deceased, who were other children of the said Cherry M. Holland and brothers and sisters of the said Eley F. Holland were threatening to contest the will of the said Joseph F. Holland, deceased, they, the said Cherry M. Holland and Eley F. Holland, were advised by an attorney not to execute and deliver deed and deed of trust carrying their purchase into effect at that time, but to wait for a while to see if a suit were brought to set aside the will of the said Joseph F. Holland. The said Cherry M. Holland then and there agreed

again to make said deed and accept said deed of trust within a short time preferring to wait for a while to see whether the will of her husband, Joseph F. Holland would be contested. The said Eley F. Holland requested at that time a deed and offered the cash payment and also offered to execute a deed of trust according to agreement; and,

(5) Since moving on said land above-described on January 1st, 1920, the said Eley F. Holland has exercised complete ownership over said property, being placed in full and complete possession and control of same as owner by the said Cherry M. Holland. The said Eley F. Holland proceeded promptly to make improvements on the said land, has continued to make improvements on said property, said improvements being valuable and of a permanent nature; said Eley F. Holland has bought guano and seed during the year 1920 and has bought the necessary teams, plows, farming equipment and utensils necessary to cultivate said property permanently. The said Cherry M. Holland has never offered to furnish any guano or seed or any part of the guano or seed and has never said anything about renting the property; and,

(6) On February 1st, 1920, Eley F. Holland began building a cook room and dining room on the said premises as an addition to the dwelling house thereon, has been building on it until it is nearly completed. He has also cut down undergrowth, trees, and shrubbery on a part of the premises and brought under cultivation four acres of the land formerly in woodland. All of which said acts of improvement were done with the knowledge and acquiescence of the said Cherry M. Holland; and,

(7) On the last of February, 1920, or the first of March, 1920, the said Eley F. Holland executed and entered into an option agreement with one W. T. Wood selling and granting unto the said W. T. Wood an option to buy a portion of the above-described land for the sum of \$10,000.00. This said option agreement was made in the presence of the said Cherry M. Holland by the said Eley F. Holland as owner of the premises and without any objection on her part; and,

(8) Soon after moving on said premises and taking possession thereof as owner, your complainant, Eley F. Holland rented out a portion of this land to a tenant, Grady Holland, with the full knowledge and acquiescence of the said Cherry M. Holland. The said defendant, Cherry M. Holland, although she knew that this portion of the said property was being rented out by your complainant, did not concern herself about the rental, the terms of the contract of rental, nor has she, the said Cherry M. Holland exercised or attempted to exercise any control or direction over the said Grady Holland as tenant in the cultivation of this land whatsoever; and,

(9) Your complainant, Eley F. Holland further alleges that he was induced in the first instance to purchase this land from his mother, Cherry M. Holland, the defendant herein for the purpose of making for himself and family a home and permanent place of abode; that in addition to the other improvements above-set out, your complainant has erected and constructed a tobacco barn on said premises, with the full knowledge and acquiescence of the said Cherry M. Holland; that he has made many permanent and valuable improvements, such as building a cook room and dining room, tobacco barn, clearing up a portion of the land, improving the land by own work and labor on it, all of which has been done with the full knowledge

and acquiescence of the said Cherry M. Holland and in recognition by her that this land belonged to your complainant and not to herself; and,

(10) Your complainant further alleges that he has fully and completely performed his agreements in this connection; that he now tenders, as he has already tendered in accordance with his agreement payment of \$2000.00, and the interest on the remaining \$13,000.00 at 4% interest per annum from January 1st, 1920, payable five years after date with interest from date said ~~\$13,000.00~~ to be evidenced by first deed of trust/ and,

(11) Your complainant further alleges that it would be a gross fraud upon his rights as well as inequitable and unjust to allow the above-described premises to be thus taken from him, that under the circumstances refusal of full execution would operate as a fraud upon your complainant and would place him in a situation for which he could not be compensated; and,

(12) That the said defendant, Cherry M. Holland has lived on the premises in the same house with the complainant and his family, as she had a right to do under the agreement by which she was only to charge 4% interest as long as she lived there, and that living on said premises she has known fully of the improvements made and all acts of ownership as above-set out, has been present and seen them taking place from time to time during the year, and has not at any time made any objection nor has she disputed that this land had been sold by her to your complainant or that he was the owner thereof:

In consideration whereof, and for as much as your

complainant is remediless in the premises save in a court of equity, your complainant herewith tenders full performance of his contract, by payment of \$2000.00 with interest thereon from January 1st, 1920, and the execution and delivery of a deed of trust for the remaining \$13,000.00 with interest as aforesaid from January 1st, 1920, and your complainant further tenders that the provision that said defendant may have a home on the premises, charging 4% interest on deferred payments while she stays there may be included in her deed or covered by a separate written contract to that effect:

WHEREFORE, he, your complainant prays that the said Cherry M. Holland may be compelled on her part to perform and comply with the provisions of the said contract; that the said Cherry M. Holland may be compelled to execute and deliver to the said complainant a good and sufficient deed for the aforesaid property, and to accept payment of the purchase price and security as above set out; and that the said defendant pending this suit may be restrained and enjoined from instituting or prosecuting any action at law against your complainant, either by distress or action

for rent, unlawful detainer, ejectment or any other action at law against your complainant in connection with the aforesaid premises or the use thereof; that the said Cherry M. Holland may be made defendant to this bill, and required, but not on her oath, to answer the same, the oath being hereby waived; that your complainant may have all such further and other and general relief in the premises as the nature of his case may require or to equity shall seem meet.

Eley F. Holland

State of Virginia,
City of Suffolk,.....to-wit:

Eley F. Holland, the complainant named in the foregoing bill, being duly sworn, says that the facts and allegations therein contained are true.

Eley F. Holland

Taken, sworn to and subscribed before me, V. E. Beale, a Notary Public of and for the city and state aforesaid, in my city aforesaid, this 4th day of September - 1920.

V. E. Beale
Notary Public.

My commission expires on the
14th day of January, 1922.

ELEY F. HOLLAND....COMPLAINANT.

VS. BILL.....

CHERRY M. HOLLAND.

*Filed Sept. 6, 1930,
H. E. Dwyer,
Clerk*

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA