

1925-011 Chancery Causes: J. G. Tennis USA. S. Johnson, Trustee, P. H. Carter & d 457
Isle of Wight County

other surnames: Langhorne,
Cofey, [Southern Distributing
Company, Incorporated] [Isaac
A. Sheppard Company], Sheppard,
[C. Read & Company], Read, Winston
[Winston Notion Company], Jordan,
[A. Brinkley & Company], Brinkley,
[C. S. Betts & Company], Goodrich,
[B. F. Goodrich Company], Betts,
[Lewis Hubbard & Slack Company]
[The Texas Company], Hubbard
[Home Telephone Company], Delk

Bill

J. G. Tennis

vs.

P. H. Carter, et al.

Third Dec. Rules 1924

Process Returned Executed

Bill Filed

15th Jan. Rules 1925

Defendants failing to

appear - to plead answer

or demur - Bill Taken

for default & Cause Set

down for hearing

WILLIAM M. CRUMPLER

ATTORNEY AT LAW

SUFFOLK, VA.

Commonwealth of Virginia.

To The Sheriff of The County of Isle of Wight; Greeting.

You Are Comanded to summon E. B. Carter, F. B. Carter, and
W. H. Carter, to appear at the office of S. E. Williams, in
the town of Smithfield, Smithfield, Virginia, on Saturday the
first day of March 1935, at eleven^{thirty} o'clock A. M. to testify and
the truth to say in the slavery matter pending in the Circuit
Court of Isle of Wight County, Virginia wherein J. D. Fennie is
Complainant and E. B. Carter et al are the Defendants.

Given under my hand this the 16th day of March
1935.

A. A. Edwards
Clerk of Circuit Court.

J. S. Lemmon
 vs. Demmonis
 P. H. Carter et als.

1070
 250
 820

I executed the within summons this 17 day of Mar 1925 by serving a true copy of the same on P. H. Carter in person in the County of Isle of Wight.
H. H. Chapman
 Sheriff of Isle of Wight Co.

I executed the within summons this 17 day of Mar 1925 by serving a true copy of the same on M. S. Carter in person in the County of Isle of Wight.
H. H. Chapman
 Sheriff of Isle of Wight Co.

8 Dec 1925 for Chas. A. Thompson

Not finding V. B. Carter at his usual place of abode, I executed the within summons this the 17 day of Mar 1925 by serving a true copy of same on M. S. Carter for the said V. B. Carter and explained to him the purport of same, he being a member of the family of the said V. B. Carter and over the age of sixteen years, in the County of Isle of Wight.
H. H. Chapman Sheriff.
 D. S.

THE COMMONWEALTH OF VIRGINIA.

To the Sheriff of the County of Isle of Wight:

WE COMMAND YOU to summon

P. H. Carter,
M. S. Carter, and V. B. Carter.

to appear before the Judge of our Circuit Court of the County of Isle of Wight, at the
courthouse thereof, on the *2* day of *March 1925*, to testify and the
truth to say in behalf of the *Plaintiff in Chancery*
in a certain controversy in

our said court, before the said Judge depending and undetermined between

J. E. Dennis, plaintiff *vs* *P. H. Carter*
et al, defendant.

And have there this writ. Witness, *N. A. Johnson*, Clerk of our said court, at the

courthouse, the *25* day of *Feb. 1925*
N. A. Johnson Clerk

NOTE—APPEAR BEFORE THE CLERK AND CLAIM YOUR ATTENDANCE.

CONTROVERSY

J. E. Sumner

vs.

SUBPOENA
FOR
WITNESS

P. H. Carter et al

CIRCUIT COURT
OF
ISLE OF WIGHT COUNTY

the *2* day of *March*

1925

Executed the within
subpoenas in Isle of
Wight Co., this the 2nd
day of Feb. 1925, by serving
a true copy of the same
on P. H. Carter, M. S.
Carter & V. B. Carter, each
in person,
W. H. Chapman, Sheriff.

Commonwealth of Virginia,

To the Sheriff of Isle of Wight County—Greeting:

WE COMMAND YOU, That you summon P. H. Carter, M. S. Carter, V. B. Carter,
and A. S. Johnson, Trustee.,

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight at the rules
to be holden for the said Court on the Fifth Monday in December, 1924,
to answer a bill in chancery, exhibited against them
in our said Court by

J. G. Tennis,

And have then and there this writ.

Witness, R. A. EDWARDS, Clerk of our said Court, at the Courthouse, this 23rd
day of December, 1924, and in the 149th year of the
Commonwealth.

R. A. Edwards Clerk.

J. G. Tennis,

vs.

CHANCERY NO.

P. H. Carter et als.,

ORIGINAL SUBPOENA

Virginia, Clerk's office of the Circuit
Court of the County of Isle of Wight.

Dec. 29th, 1924

Returned, entered and filed.

Teste:

N. H. Eason Clerk

To Third December Rules

1924

W. H. Crumpler, p. q.

Dec 24 1924
J. G. Tennis
Clerk of the Court
County of Isle of Wight

H. H. Chapman
Sheriff of Isle of Wight Co.

Dec 24 1924
J. G. Tennis
Clerk of the Court
County of Isle of Wight

H. H. Chapman
Sheriff of Isle of Wight Co.

Dec 25 1924
J. G. Tennis
Clerk of the Court
County of Isle of Wight

H. H. Chapman
Sheriff of Isle of Wight Co.

Dec 28 1924
J. G. Tennis
Clerk of the Court
County of Isle of Wight

H. H. Chapman
Sheriff of Isle of Wight Co.

VIRGINIA,

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

J. G. Tennis,	Complainant	)	
vs.		)	Bill.
P. H. Carter, et als.	Defendant	)	

To the Honorable, B. D. White, Judge of the Circuit Court of Isle of Wight County:

Your orator, J. G. Tennis, of the County of Isle of Wight, Virginia, humbly complaining, sheweth unto your Honor, that Mac S. Carter and V. B. Carter, of said county, on the 6th day of April, 1914, being indebted unto your orator in the just and full sum of five hundred dollars, did on that day make and execute to your orator their certain bond or writing obligatory, due and payable one year after the date thereof, and that on the same date they made, executed and delivered to A. Sidney Johnson, of Isle of Wight, as Trustee, their certain deed of trust duly acknowledged by them, and recorded in the Clerk's Office of the Circuit Court of the County of Isle of Wight, in Deed Book Number 82, on pages 478, et seq. to secure the payment of the debt evidenced by their certain bond, as aforesaid, by them made. That the property so encumbered by their aforesaid deed of trust, was in said deed described as follows:

"All of their undivided interest in and to the lands of which W. T. Carter died, seised and possessed, located in the counties of Norfolk and Isle of Wight, in the State of Virginia, consisting of two lots and a tract of sixty acres, be the same more or less, and bounded and described as follows:

Two certain lots in 'Fairmount Park,' Norfolk County, Virginia.

All of that certain tract, piece or parcel of land located in the village of Rescue, containing sixty acres, be the same more or less, bounded and described as follows: Known as the

home place of W. T. Carter dec'd, and bounded on the North and East by the County Road leading into Rescue, Va., on the west by the lands of Calvin C. Driver and on the South by Jones Creek.

"All of that certain piece, parcel or tract of land situated, lying and being in the village of Rescue, Isle of Wight County, Virginia, containing five and one half acres, be the same more or less, and bounded and described as follows: Bounded on the North by the lands of the Estate of W. A. Hines, on the South and East by the Main County Road leading into Smith's Neck and W. G. Norsworthy's farm, on the West by the lands of I. H. Carter. The five and one half acres hereby conveyed being the same as convey to M. S. Carter by deed of R. H. Carter and Daisy C. Carter, bearing even date herewith and recorded simultaneously herewith."

That said last mentioned tract was then and there encumbered by a certain deed of trust theretofore made by P.H. Carter and wife, to John I. Cofer, Trustee for Kate O. Langhorne, to secure to her the sum of one thousand dollars, and was conveyed by mesne deeds each subject thereto; that default was made by the said defendant, Mac S. Carter in the payment of interest and principal thereof, and such proceedings were had by said trustee at the request and demand of the said Kate O. Langhorne; that said five and one half acres tract was sold to your orator for the sum of twelve hundred dollars, and in the distribution of such sum to those entitled thereto, the said trustee paid to your orator, on the 2nd day of October, 1915, the sum of fifty-five dollars and sixty-six cents, which your orator applied, first to the payment of interest then due upon his said bond in the sum of fourteen dollars and fifty cents, and the balance of forty-one dollars and sixteen cents upon the principal thereof, leaving a balance due on the said 2nd day of October, 1915, of four hundred and fifty-eight dollars and eighty-four cents (\$448.84), with interest thereon from the day and year last aforesaid, and your orator further shows that from the

day last aforesaid, the said Mac S. Carter has wholly neglected and refused, and still does neglect and refuse to pay the said debt so owing to your orator by him, or any part thereof, although often requested by your orator so to do.

And your orator further shows that on or about the 27th day of August, 1912, the said Mac S. Carter and V. B. Carter, made, executed and delivered their certain deed of trust to A. S. Johnson, Trustee to secure to the holder thereof their certain bond for six hundred dollars, due and payable one year thereafter to P. H. Carter, with interest from the date thereof, which said deed of trust was duly recorded in the Clerk's Office of the Circuit Court of the County of Isle of Wight, in Deed Book Number 80, at page 400, as by reference thereto will more fully and at large appear, to which record your orator craves leave to refer, and that your Honor will grant your orator leave to verify the same by the said record of this honorable Court.

And your orator further shows that in the month of December last past, after a number of demands by your orator upon the said Mac S. Carter and V. B. Carter, his wife, that they pay and discharge the bond so given by them to your orator, and their refusal or neglect to do so, he required A. S. Johnson, the trustee in said deed of trust named, that he proceed to foreclose the equity under said deed, and to sell the said interest of the said Mac S. Carter therein for the payment and satisfaction of said debt so due under and by virtue of his said bond, whereupon the said trustee duly advertised said sale to take place on January 12th, last past at twelve o'clock noon, in front of the United States Post Office, at Smithfield, Virginia, at or before which time and place, it was represented and claimed that there was due from M. S. Carter to P. H. Carter, certain sums of money under said deed of trust in manner and form aforesaid; that efforts were then and there made to have P. H. Carter who was present, disclose what, if

any, amount was due and owing by said M. S. Carter upon said bond, but such efforts were fruitless and unavailing.

And thereupon realizing that would be bidders and purchasers would be handicapped to bid under the proposed sale by said trustee under your orator's said deed of trust, your orator's trustee, after consulting with your orator, abandoned the said proposed sale for the reason that it could not be known what the purchaser might be compelled to pay to the said P. H. Carter, or his possible assignee, to obtain a good title to the said interest of said W. S. Carter in and to said tracts of land hereinabove setforth.

And your orator further shows unto your Honor that there has been recovered by divers persons and corporations since the recording of your orator's said deed of trust, certain judgments against the said M. S. Carter, all of which your orator charges are subsequent to the lien of your orator's said deed of trust, and the same were obtained with full knowledge thereof.

And your orator says further that he is desirous of determining whether the bond so given aforesaid by the said M. S. Carter and wife to the said P. H. Carter, is for a valuable or good consideration, and whether therefore the deed of trust so given by the said M. S. Carter and wife to the said A. S. Johnson, trustee, as aforesaid, is void for want of consideration valid at law or in equity, but your orator has no means of ascertaining such knowledge or information and has no means of knowing or establishing the amount or priority of the said respective bond, and the deed of trust given to secure the same, and can only do so by means of a discovery of the matters hereinbefore stated from the said P. H. Carter or his possible assignee.

And your orator charges and insists that he cannot safely or justly cause said premises to be sold for the satisfaction of his said debt unless and until it is ascertained whether or not the said bond of M. S. Carter so given to P. H. Carter, as afore-

said, is a valid and subsisting lien on said premises, and if so whether it is prior to the lien of your orator's deed of trust and, if so, what is the amount due or to become due thereon, and until the liens in general are by the Court ascertained and fixed.

And forasmuch as your orator is remediless in the premises, save by the aid of a court of equity, your orator prays and to the end therefore that justice may be done, that the said A. S. Johnson, trustee, P. H. Carter (and if need be his assignee or assignees when discovered), Mac S. Carter, V. B. Carter be made parties defendant to this bill and required to answer the same but not on their oaths, an answer under oath as to each of said defendants being waived; that the liens aforesaid, their priority amount and extent be ascertained and determined and that after such liens have been so ascertained and determined, if your orator shall so elect, that his said deed of trust be enforced and executed through this proceeding, and in the event the same is executed pursuant to this cause, and in the ^{further} event that the property in ~~whether sold through this cause or under your orator's deed of trust~~ question should bring insufficient to satisfy your orators claim as above alleged ^{that following the sale thereof} and set forth, that a personal judgment be rendered against the said Mac S. Carter and V. B. Carter pursuant to the obligation above described, namely, the bond secured in your orator's deed of trust above mentioned.

And your orator further prays that process may issue against the foregoing defendants and that he may have in this Court such other and further relief as the circumstances of the case may require or which to equity and good conscience may seem meet and proper.

And notice is hereby given to all parties in interest that the Court will be asked to allow to counsel conducting this cause reasonable compensation for his services in so doing.

And your orator will ever pray, etc.

William T. Armstrong
P. G.

J. E. Lewis
By counsel

J. G. Tennis,

vs.

P. H. Carter, et als.

W. M. Crumpler, p. q.

DEPOSITIONS.

Filed -

*R. A. Edmunds
celh*

E. H. WILLIAMS,

ATTORNEY AT-LAW.
SMITHFIELD, VIRGINIA

Virginia:

In the Circuit Court for the County of Isle of Wight,

J.G.Tennis,.....Complainant,

vs.) In Chancery

P.H.Carter etb als,.....Defendants.

The following deposition of P.H.Carter, taken before me,
C.Fairfield Whitley, a Notary Public, in and for the County
of Isle of Wight, Virginia, on the 21st day of March, 1925,
at the Office of E.H.Williams, in the Town of Smithfield,
Virginia, pursuant to the notice hereto attached, to be
read in behalf of the complainant.

Present, W.M.Crumpler,

Counsel for Complainant and

C.Fairfield Whitley, Notary Public.

P. H. Carter, being duly sworn, deposes as follows:

Q. What is your name, age, residence and occupation?

A. P.H. Carter, age 54, residence Isle of Wight County, occupation, Marine Rail-way.

Q. On August 27, 1912, Mack S. Carter and wife, executed a deed of trust to A. S. Johnson, Trustee, to secure you a bond for \$600.00 payable one year after date, do you still hold this bond?

A. Yes Sir.

Q. From time to time since that date should payments have been made to you and what further loans or advances have you made for which your bond is being held?

A. You have asked me a question, something I have not figured up on. In fact he hasn't paid me anything but the interest.

Q. Is it not true that he has made payments to you and that you have loaned him other money?

A. Yes Sir.

Q. Have you not told different people that he had cut this loan down to \$200.00, but that you had loaned him other money which would cover the amount of the paper?

A. No Sir.

Q. Will you please produce those papers?

A. Yes Sir.

And he hands them to Counsel.

Q. You say that he has paid you the interest?

A. Yes Sir, to-date.

Q. Has he made you note payments of any kind on this indebtedness or any other indebtedness during this period of time?

A. No, he has not paid me anything, not in that instrument of writing.

Q. Will you please state to the Court how much interest has been paid you in dollars and cents?

A. That would figure up from the time the paper was drawn August 27, 1912.

Q. Then the interest had been paid to the twelfth day of August, 1924, is that correct?

A. Yes Sir.

Q. Have you received anything of value other than money from M. S. Carter or V. P. Carter?

A. No Sir.

Q. Other than interest?

A. No Sir.

Q. Has V. P. Carter paid you any sum of money or anything of value which would curtail or diminish this bond?

A. No Sir.

Q. Mr. Tennis informs me that you at one time told him that in some way this deed of trust had been paid or reduced, but that you had loaned other money and had restored it to its face value.

A. Well I think I can explain that to you: now as to the date I can't give you when this came up, but I am under the impression that it was sometime in 1921 or 2. He came to me and wanted to know if I had a deed of trust on Mack's interest in the property of W. T. Carter's estate, I told him I had a mortgage of \$600.00, recorded in the Clerk's Office. He says I guess you are mistaken for I have a mortgage on his interest, I said well Capt. Joe I can't help that. Leading to that now, you spoke awhile ago about the \$200.00. I told Capt. Joe that I would give him \$200.00 for his second mortgage, thats where he gets the \$200.00.

And further this deponent saith not.

State of Virginia,

County of Isle of Wight, to-wit:

I, C. Fairfield Whitley, a Notary Public, in and for the County and State aforesaid, do hereby certify that the foregoing deposition, was duly taken, reduced to writing and sworn to before me in my County aforesaid, at the time and place mentioned in the notice hereto attached.

Given under my hand this 21st day of March, 1925.

C. Fairfield Whitley
Notary Public.

My Commission expires on the 29th day of Sept. 1928.

Suffolk, Virginia, March 14, 1925.

To M. S. Carter, P. H. Carter and V. B. Carter:

Notice is hereby given you that I shall, at 11:30 o'clock, A. M., on the 21st day of March, 1925, at the office of E. H. Williams, Smithfield, Virginia, take the depositions of myself, yourselves and others, to be read as evidence in my behalf in that *pending in the Circuit Court of Isle of Wight Co., Va.* certain chancery cause wherein I am complainant and you are defendants, styled and entitled J. G. Tennis vs. P. H. Carter, M. S. Carter and V. B. Carter, his wife, and A. S. Johnson, trustee, and if for any cause the said depositions be not commenced or if commenced but not concluded on that date then the taking thereof or the further taking of depositions will be adjourned from time to time or from place to place between the hours of 9 a. m. and 9 p.m. of any day to which such adjournment may take place.

Respectfully submitted,

J. G. Tennis,

By: *William W. Lawrence*
Counsel.

Notice of taking of depositions Dennis vs Carter et als

Original

I executed the within ^{notice} this the 17 day of
Mar 1925 by deposition a true
copy of the same to M. S. Carter in person
In the County of Isle of Wight

H. H. Chapman
Sheriff of Isle of Wight Co.

I executed the within ^{notice} this the 17 day of
Mar 1925 by deposition a true
copy of the same to H. H. Carter in person
In the County of Isle of Wight

H. H. Chapman
Sheriff of Isle of Wight Co.

Shipped for O.R. to H. H. Chapman

^{not} ~~executed~~ the within ^{notice} ~~at~~ ^{her} ~~usual~~ place of abode
this the 17 day of Mar 1925
by ~~deposition~~ a true copy of same to M. S. Carter for the
said J. B. Carter and explained to her the purport of
same ~~he~~ being a member of the family of the said J. B. Carter
and over the age of sixteen years in the County of Isle of Wight.

H. H. Chapman
Sheriff

D. S.

Smithfield
MAGNET, VA., April 6, 1925

Mr. H. M. Crumpker, atty.,

To W. H. CHAPMAN, DR.
SHERIFF ISLE OF WIGHT CO.

1924

Dec.	28	To ex. 4 ann. Jennie vs Carter	2.00
Dec.	27	" " 3 " " " "	1.50
Mar.	17	" " 3 notices, taking dep. " Sheriff	1.50
"	"	" " 3 ann. to " " "	1.50
Paid 6/22/25 of 26 " " " "			
H. H. Chapman			\$6.50
20 shp's cart in re Jennie vs			
N.S.		Carter - garnishee (Est)	2.50
			9.00

Jennie is settled. Please return process & this bill.

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

Dec. 20, 1924.

Mr. R. A. Edwards,
Isle of Wight, Va.

Dear Gus:

Enclosed please find memorandum for suit of J. G. Tennis
vs. P. H. Carter, et als. I have made it returnable to
the 5th Monday in December (December 29th) which as I
understand under the law constitutes your next rules on
account of the first Monday in January being court day.
If you will let me have statement I will remit deposit.

Very truly yours,

William M. Crumpler

WMC:J

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

Dec. 23, 1924.

Mr. R. A. Edwards,
Isle of Wight, Va.

Dear Gus:-

I herewith enclose to you the bill in the chancery
cause of J. G. Tennis vs. P. H. Carter, et als, to be
filed on the 29th. Please see that process is served
preceding that time pursuant to the memorandum hereto-
fore forwarded you.

Very truly yours,

William M. Crumpler
8

WMC:J
ENC:1

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

Feb. 24, 1925.

Mr. R. A. Edwards,
Isle of Wight C. H., Va.

Dear Gus:-

Please have summonsed in the chancery cause of J. G. Tennis against Carter, et als, to appear at Court next Monday the following, - ~~Wm. Carter~~, P. H. Carter, M. S. Carter and V. B. Carter. Please attend to this promptly so that there may be no doubt of service in sufficient time for their appearance on the first day of your Court on March 2nd.

Very truly yours,

William M. Crumpler
Jg

WMC:J

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

March 14, 1925.

Mr. R. A. Edwards,
Isle of Wight, Va.

Dear Gus:

I am herewith enclosing to you notice for the taking of depositions of J. G. Tennis vs. P. H. Carter, et als. Please see that these are served promptly and at the same time issue summons for P. H. Carter, V. B Carter and M. S. Carter to appear as witnesses at the office of E. H. Williams, Smithfield, Virginia, on the 21st of March, 1925, at 11:30 A. M. Please do not overlook the latter, that is having them summonsed as witnesses as well as serving the notices for the taking of depositions. It is very important to have them duly summonsed.

Will you do me the favor to give the chancery papers in the above styled cause to Williams so that I may have access to them next Saturday.

I am also enclosing a couple of circulars advertising the property of M. S. Carter for sale which I will thank you to post at some conspicuous place.

Very truly yours,

William M. Crumpler

P.S. Please have the within notices served Monday, March 16th.

WMC:J

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

March 14, 1925.

Mr. E. H. Williams,
Smithfield, Virginia.

Dear Williams:

As I suggested to you that I would probably do, I have given notice for the taking of depositions in the case of J. G. Tennis vs. P. H. Carter, et als, to be taken at your office on next Saturday, March 21st, at 11:30 o'clock a. m.

I enclose to you also a couple of circulars advertising certain property of M. S. Carter for sale on the 30th day of March, 1925, at 10:30 o'clock a. m., in front of the Clerk's Office of Isle of Wight County, Va. If you will do this for me I will appreciate it.

With kind regards, I am,

Cordially yours,

William M. Crumpler

WMC :J

WILLIAM M. CRUMPLER
ATTORNEY AT LAW
SUFFOLK, VA.

April 3, 1925.

Mr. R. A. Edwards,
Isle of Wight C. H., Va.

Dear Gus:

I am herewith enclosing to you the bond of M. S. Carter and V. B. Carter which should be filed with the judgment papers in the decree entered by Judge White the other day in which he granted a judgment against these two people. Please docket this judgment promptly and if you have any information disclosing the kind of property that each of these parties are in possession of and what their assets are I will appreciate it. V. B. Carter, I understand, is the wife of M. S. Carter and I understand that the business which M. S. Carter conducts is in the name of V. B. Carter, his wife. You can doubtless tell from your office regarding these facts and it is my desire that an execution should promptly issue on the judgment. I will also appreciate your checking the deposit with the cost to date and if there is any difference either one way or the other, advise me accordingly.

With very kindest regards, I am,

Cordially yours,

William M. Crumpler

acknowledge receipt
of bond -

\$500.

Smithfield, Va. April 6th. 1914.

One Year After Date; With Interest from Date, payable semi-annually on the Sixth day of November and April; We promise and bind ourselves, our heirs, personal representatives and assigns, to pay unto:-

-:J.G.TENNIS:-

his heirs, personal representatives or assigns; the just and full sum of --FIVE HUNDRED DOLLARS; For Value Received, And as to this debt, evidenced by this bond, we do hereby waive the benefit of ~~the~~ Homestead Exemption,

Given under our hands and seals this ~~10~~th day of April 1914.

M. J. Carter (Seal)

V. B. Carter (Seal)

Mr J. G. Tennis
Box # 800
Smithfield Va.

Int paid to NW 6th 1914
899

Int from the bond to 4/6/15
J. E. Tennison
by 1220

Paid Oct 21, 1915 of John D. Hester
Premium Fifty five dollars and
Sixty six cents (55.66) on the
within bond: J. E. Tennison

Tennison ⁷
457
vs C.
Carter

82-478

VIRGINIA,

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE
OF WIGHT, on the 20th day of December, 1924.

J. G. Tennis

vs.

P. H. Carter, M. S. Carter and
V. B. Carter, ~~his wife~~, and A. S.
Johnson, Trustee.

In Chancery.

To the Clerk of the Circuit Court of the County of
Isle of Wight:

Please issue summons in the above styled cause against
the above named defendants, returnable to rules to be held in
your office on the fifth Monday in December, 1924, in lieu of the
first Monday in January, then next, that ^(the latter) being the 1st day of the
next succeeding term of your court.

J. G. TENNIS

By:

William M. Lammiman
p.q.

William M. Lammiman
Counsel.

J. S. Lewis

73 memo

P. 74 Carter et al

Filed -

Dec. 23 - 1924

Procs. revised &
mailed to Capt. D. H.

No Dep.

12/27/24

Dep.

750

Box filed

VIRGINIA:

Circuit Court of the County of Isle of Wight.

J. G. Tennis Complainant

vs. In Chancery. D E C R E E.

M. S. Carter, P.H.Carter and

V. B. Carter Defendants.

This matter coming on this day to be heard on the papers formerly read herein, ^{the deposition of P.H. Carter} and on the report of A. Sidney Johnson, Trustee, etc., ^{this day filed,} and there being no exception thereto, and being argued by counsel.

And it appearing to the court that M.S.Carter and V.B.Carter his wife, did on the 27th day of August 1912, make and execute a certain deed of trust to A.S.Johnson, in trust to secure to P.H. Carter, the sum of six hundred (\$600.00) dollars, and that they did on a certain other day, to-wit, on the 6th day of April 1914, make a certain other deed of trust to A. Sidney Johnson, trustee, to secure to J.G.Tennis, the complainant herein, the sum of five hundred (\$500.00) dollars, as evidenced by a bond in that amount made and executed by them payable to J.G.Tennis, the said complainant, one year after date; That no part of the said deed of trust first aforesaid has been paid by the said M.S.Carter or V.B.Carter, his wife; that the said M.S.Carter and V.B.Carter paid the interest on the said last aforesaid bond which fell due on November 6, 1914 and April 6, 1915, and there was credited thereon on the 2d day of October 1915, the sum of ~~£~~ Fifty five dollars and sixty six cents (\$55.66), being in discharge of six months' interest then due, and the remainder thereof credited upon the principal of said bond, leaving a balance then due and owing from the said M.S.Carter and V.B.Carter, of four hundred and fifty-nine dollars and thirty-four cents (\$459.34); ~~and that there is no surplus over and above the lien of the said P.H.Carter's trust deed and bond;~~

^{Therefore}
It is considered that the trust deed aforesaid so given by the said M.S.Carter and V.B.Carter to secure the sum aforesaid to the said P.H.Carter, be established and declared to be a prior

lien on the premises mentioned and described in said ~~a~~ complainant's bill of complainant heretofore filed herein, and that the lien of the said complainant's deed of trust upon said premises, is adjudged to be a lien next junior to that of said P.H.Carter; and it is further ordered that the proceeds of sale be used ~~to discharge~~, insofar as possible, in discharge of the said deed of trust to so secure said sum aforesaid to the said P.H.Carter; and it appearing By the report of said trustee, that there will be no money in his hands to apply to the deed of trust to secure to the said complainant his debt aforesaid;

It is further ordered, adjudged and decreed, that a personal judgment be, and the same is hereby awarded against the said M.S. Carter and V.B.Carter, according to the tenor of their bond so by them given to so secure said sum to the said complainant, to-wit, the balance remaining due thereon; wherefore,

It is further ordered, adjudged and decreed, that the said J.G.Tennis, the said complainant, do recover against the said M.S. Carter and the said V.B.Carter, and each of them, the just and full sum of four hundred and fifty-nine dollars and thirty-four cents, (\$459.34), on their said bond, waiving the homestead exemption, with interest thereon from the 2d day of October A.D. 1915, until paid, together with his costs of suit in this behalf by him expended.

J. G. ⁶Fennis.
" 3 Michx.
M. S. Carter et al.

1435.
Mar. 30.
Enter this.
B.D.W.

Book 8
page 266.

VIRGINIA:

Circuit Court of the County of Isle of Wight.

J. G. Tennis, ... Complainant

vs. In Chancery. ~~of~~ Report of Sale of Land.

M. S. Carter, P.H.Carter
and V.B. Carter Defendants.

By authority of a certain deed of trust made by M.S.Carter and wife, on the sixth day of April 1914, recorded in Deed Book 82 page 478 in the Clerk's Office of the Circuit Court of Isle of Wight County, Virginia, to secure the certain debt therein mentioned, I did, on the 30th day of March A.D. 1925, by virtue of the power and trust in me thereby reposed and vested, at ~~11~~ 10.30 o'clock in the forenoon of that day, expose the premises therein mentioned and described for sale at public sale in front of the Clerk's Office of the Circuit Court of said ~~Wight~~ county, ~~and~~ to-wit:

All the undivided one eighth part of the following described tracts:

Two certain lots in "Fairmount Park", Norfolk County, Virginia

All of that certain tract, piece or parcel of land located in the village of Rescue, containing sixty acres, be the same more or less, bounded and described as follows: Known as the home place of W.T.Carter dec'd, and bounded on the north and east by the county road leading from Rescue, Va., on the west by the land of Calvin C. Driver and on the south by the Jones Creek.

Said sale being held pursuant to notices set up at at least five public places in the County of Isle of Wight; that said tracts were set up separately, and sold, the first to P.H.Carter for the sum of \$30.00, and the second for the sum of \$450.00; that thereupon the two tracts were exposed for sale and were sold to P.H.Carter for the sum of four hundred and eighty (\$480.00) dollars.

That there is due and owing on liens prior to that of the deed of trust above set forth, A certain deed of trust given to secure the sum of six hundred dollars with interest thereon from the 27th day of February A.D. 1925; that said premises did not bring suffic-

ient to pay such prior lien, and there remains nothing with which to satisfy the lien of the said deed of trust above last set forth.

That there are certain divers judgments recovered against the said defendant, M.S.Carter, of record in the office of the clerk of the Circuit Court of the County of Isle of Wight, to-wit:

One in favor of Southern Distributing Company, Incorporated, dated August 6, 1915 for the sum of \$135.58, with interest thereon from February 22, 1915, until paid, and \$7.56 costs - Judgment Book No. 3, page 182;

One in favor of Isaac A. Sheppard Company, dated November 29, 1915 for the sum of \$13.94, with interest thereon from February 20, 1915 until paid, and \$2.50 costs - Judgment Book No. 3, page 197;

One in favor of C. Read and Company, Baltimore, Md., dated September 25, 1915, for the sum of \$31.51, with interest thereon from January 3d 1915, until paid, and \$2.50 costs - Judgment Book No. 3, page 198;

One in favor of Winston Notion Company, dated September 6, 1915, for the sum of \$57.58, with interest thereon from July 21, 1915, until paid, and \$ costs, - Judgment Book No. 3, page 199;

One in favor of Josiah W. Jordan, Trustee for R.B.Jordan, dated February 9, 1916, for the sum of \$42.85, with interest thereon from May 5, 1916 until paid, and \$3.00 costs, - Judgment Book No. 3, page 200;

One in favor of A. Brinkley and Company, dated January 25, 1916 with interest thereon from August 1, 1915, until paid, and \$ costs Judgment Book No. 3, page 200;

One in favor of C. S. Betts and Company, dated May 15, 1916, for the sum of \$39.34, with interest thereon from October 7, 1915, until paid, and \$2.50 costs - Judgment Book No. 3, page 211;

One in favor of B.F.Goodrich Company, dated September 25, 1916, for the sum of \$121.55, with interest thereon from January 12, 1916, until paid, and \$2.50 costs - Judgment Book No. 4, page 18;

One in favor Lewis Hubbard and Slack Company, dated May 14, 1917 for the sum of \$97.48, with interest thereon from June 28, 1915, until paid, and \$2.50 costs - Judgment Book No. 4, page 19;

One in favor of The Texas Company, a corporation, dated October 7, 1918, for the sum of \$808.16, with interest thereon from August 18, 1917, until paid, costs \$7.94 - Judgment Book No. 4, page 23;

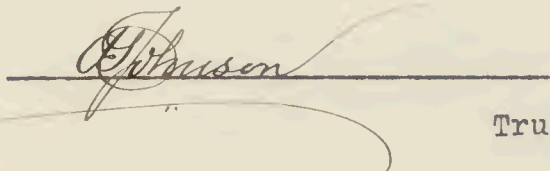
One in favor of Home Telephone Company dated November 9, 1918, for the sum of \$29.00, with interest thereon from July 18, 1918, until paid costs \$2.60 - Judgment Book No. 4, page 43;

One ~~in~~ in favor of George W. Delk, dated March 27, 1920, for the sum pf \$15.12 with interest thereon from October 22, 1919, until paid, costs \$2.50 - Judgment Book No. 4, page 64;

That all of said judgment liens are subsequent to and therefore liens junior to the deed of trust in favor of the said complainant, J. G. Tennis.

This report is made to this court in lieu of report by the a commissioner to whom this matter ^{might have been} ~~was~~ referred to ascertain the liens on said premises, and the priorities thereof, ~~and the~~

Respectfully submitted this 30th day of March A. D. 1925.



Trustee.

5
J. L. Francis.
113 In ch.
M. S. Carter.

1925.
Mar. 30.
Filed 1925