

1933-055 Charney Causes, C.

W Turner vs J.

W. Luter, trustee + P. D. Swattney,

402

Isle of Wight County

Junior

other SURNAMES: Rowell, De/k

KNOW ALL MEN BY THESE PRESENTS, that we, C. W. Turner, principal, and B.P. Gay, surety, are held and firmly bound unto the Commonwealth of Virginia, in the just and full sum of two hundred and fifty dollars to the payment whereof well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executives, administrators and successors, jointly and severally, firmly by these presents.

And as to this bond we hereby severally waive the benefit of our homestead exemption, and also any right, claim or privilege to discharge any liability arising hereunder to the said Commonwealth, or by virtue of the said bond or trust for which this bond is given, with coupons detached on the bond of this State.

In testimony whereof the said C. W. Turner, principal, and B.P. Gay, surety, have hereunto set their hands and affixed their seals, this the 9th day of February, A.D. 1923.

The condition of the above obligation is such, that whereas, C. W. Turner, plaintiff in a certain suit in chancery, against J.W. Luter, Trustee, and P. D. Gwaltney, Jr, has been awarded an injunction in said suit enjoining and restraining J. W. Luter, Trustee, and such other person as may be trustee in a certain deed of trust named and mentioned in the bill filed in said suit, from selling, offering, or advertising for sale a tract of land in the bill mentioned, to-wit: that certain tract of land in Hardy Magisterial District, of the County of Isle of Wight, containing two hundred and seventeen (217) acres, more or less, and adjoining the lands of N.M. Edwards, William M. Beale, E. Richard Nelms and others, ^{and} belonging to C. W. Turner.

Now, if the said C. W. Turner and B.P. Gay, shall pay all such costs as shall be awarded against them, and all such damages as may be incurred by the defendant in case the said injunction should be dissolved in said suit, together with any other legal charge that may be properly assessible against them, then the above obligation to be void, or else to remain in full force and virtue.

C. W. Turner (SEAL)

B.P. Gay (SEAL)

Virginia: Clerk's Office of the Circuit Court of the County of Isle
of Wight the 9th day of February. 1923, this bond was duly executed
and acknowledged by the obligors to the same and ordered to be
recorded.

Teste, R. A. Edwards, Clerk

A Copy,

Teste, R.A.Edwards, Clerk

By E. Kaywills D.C.

Virginia; In the Circuit Court for the
County of Isle of Wight.

C. W. Turner

Plaintiff

vs.

J. W. Luter, Trustee,
P. D. Gwaltney, Jr.

To the Clerk of said Court:
Issue summons in Chancery
to 2nd February Rules 1923.

Geo. F. Whitley, p.g.

T. W. Turner

vs

W. L. Turner

D. D. Leavelle Jr.

Atty's memo.

Filed this 9th

day of Feb. 1923

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT
APRIL 26TH 1933.

Turner

vs: # 402

Sister Trustee

. It appearing, pursuant to a decree entered herein
on the 6th day of March, 1933, that the parties, or their Counsel,
have been notified by the Clerk of this Court of the terms of
said decree, and no good cause having been shown, it is ordered
that this cause be removed from the docket, with leave to rein-
state the same as provided in Section 6172 of the Code as
Amended.

Turner

vs } 402

Suter Trustee

March TERM 1933 Filed

CLK.

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT
MARCH 6th 1933.

Turner

vs: #402

Luter trustee

IT APPEARING that this cause has been on the docket of this Court for more than two years, and that no order has within said period been entered herein, it is therefore ordered, pursuant to the provisions of Section 6172 of the Code of Virginia, as amended, the Clerk of this Court be directed to notify the parties to this cause, if known, or their counsel of record, at his or their last known address, in writing, at least fifteen days before the 25th day of April, 1933, so that on said day all parties named have an opportunity to be heard, and that, except for good cause to then be shown, this cause will be removed from the docket for failure to prosecute the same to a final decree.

Turner
ws# 402
Luter. Trustee

C.O.B. # 9
Page 81



VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT:

IN VACATION, FEBRUARY 7th, 1923

C. W. Turner

Plaintiff

vs.

IN CHANCERY

J. W. Luter, Trustee, and F. D. Gwaltney Jr.

Defendants

On motion of the plaintiff, by Counsel, and for good cause shown, an injunction is awarded him to enjoin and restrain J. W. Luter, Trustee, in a certain deed of trust dated on the 13th day of May, 1922, and recorded in the Clerk's Office for the County of Isle of Wight, in deed book 92, page 239, as well as to enjoin and restrain J. W. Luter, Trustee, or such other person as may be named as trustee in a certain deed of trust, dated on the 1st day of June, 1921, and recorded in the Clerk's Office for the County of Isle of Wight, both of said deeds of trust having been executed by C. W. Turner and wife, and more specifically referred to in the bill mentioned, from selling, offering or advertising for sale the tract of land in the bill mentioned, to-wit:- that certain tract of land in Hardy Magisterial District in the County of Isle of Wight, containing 217 acres, more or less, and adjoining the lands of N. E. Edwards, William M. Beale, E. Richard Helms and others. But the plaintiff is not to have the benefit of this order until he shall enter into a bond with sufficient security in the penalty of Two hundred and fifty dollars, payable as the statute requires, and conditioned according to law.

This injunction shall only remain in force until the 20th day of March, 1923, unless sooner enlarged or dissolved.

1923 - February 7

To the Clerk of the Circuit Court of the County of Isle of Wight:
Enter this vacation order.

J. P. Barham, Judge of the Corporation
Clerk of the City of Newport News.

Virginia;

Clerks Office of the Circuit Court of the County of Isle Of Wight, February 9th 1923, this vacation decree was received and entered of record.

Teste R. A. Eames Clerk.

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT,
IN VACATION, FEBRUARY 7TH, 1923.

C.W. Turner

Plaintiff

vs.

In Chancery

J. W. Luter, Trustee and P. D. Gwaltney, Jr.

On motion of the plaintiff, by Counsel, and for good cause shown, an injunction is awarded him to enjoin and restrain J. W. Luter, Trustee, in a certain deed of trust dated on the 13th day of May, 1922, and recorded in the Clerk's Office for the County of Isle of Wight, in deed book 92, page 239, as well as to enjoin and restrain J. W. Luter, Trustee, or such other person as may be named as trustee in a certain deed of trust, dated on the 1st day of June, 1921, and recorded in the Clerk's Office for the County of Isle of Wight, both of said deeds of trust having been executed by C. W. Turner and wife, and more specifically referred to in the bill mentioned, from selling, offering or advertising for sale the tract of land in the bill mentioned, to-wit: that certain tract of land in Hardy Magisterial District, in the County of Isle of Wight, containing 217 acres, more or less, and adjoining the lands of N.M. Edwards, William M. Beale, E. Richard Nelms and others. But the plaintiff is not to have the benefit of this order until he shall enter into a bond with sufficient security in the penalty of two hundred and fifty dollars, payable as the statute requires, and conditioned according to law.

This injunction shall only remain in force until the 20th day of March, 1923, unless sooner enlarged or dissolved.

February 7th. 1923.

To The Clerk of the Circuit Court of the County of
Isle of Wight,

Enter this vacation order.

T.J. Barham,

Judge of the Corporation Court of the City of
Newport News.

ACopy.

TESTE

R. A. Eam D

CLERK.

C. M. Turner

78

Mr. Turner et al.

Signature Order:

Original

Isaac R A Edmund
alt

Book 8

Page 139

MAGNET, VA., Feb. 9 1923

M Geo. F. Hickey, Atty.

IN ACCOUNT WITH W. H. CHAPMAN

Sheriff of the County of Isle of Wight, Va.

10% Commissions Charged on all Collections unless otherwise agreed upon

1923

2/9	To serving case, vs J. H. Hines, Trust, & P. H. Hickey, Jr.	100
"	" " injunction " " " " "	100
		<u>200</u>

COMMONWEALTH OF VIRGINIA:

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—Greeting:

We command you that you summon J. W. Luter, Trustee, and P. D. Gwaltney
Jr.,

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
-----~~Third~~-----Monday in-----~~February~~-----, 192~~3~~, to answer a bill
in chancery exhibited against-----~~them~~-----in our said Court by

.....C. W. Turner.....

And have then and there this writ.

Witness, R. A. Edwards, Clerk of our said Court, at the Court-
house, this-----~~9th~~-----day of-----~~February~~-----, 192~~3~~, and in
the-----~~147th~~-----year of the Commonwealth.

R. A. Edwards Clerk.

I, R. A. Edwards, Clerk Of The Circuit Court of the County of Isle Of Wight,
in the State of Virginia, do hereby certify that the bond required by
the attached Injunction order has been duly given, with security deemed
sufficient and filed and recorded in my office aforesaid.

R. A. Edwards Clerk.

C. N. Turner

Virginia Chancery No.

M. L. Turner, Trustee et als.

ORIGINAL SUBPOENA. *Y*

Examination Order.

VIRGINIA, Clerk's office of the Circuit
Court of the County of Isle of Wight:

192

Returned, entered and filed.

Teste:

R. A. Edmunds Clerk

To 2nd Feb. 1923 Rules.

Geo. F. Whiteley, Jr.

Executed the within summons, this
the 9th day of Feb. 1923, by serving
a true copy of the same, with a
true copy of the attached injunc-
tion attached to same, on J. L.
Turner, Trustee, and a true copy of the
same served on P. L. Turner, Jr.
with a copy of the injunction
attached, each in person.
in Isle of Wight County.

H. H. Chapman, Sheriff.

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT:

C. W. Turner

Complainants

vs.

J. W. Luter, Trustee, and F. D. Gwaltney Jr.,

Defendants

TO THE HONORABLE B. D. WHITE, JUDGE OF THE SAID COURT:

Humbly complaining, sheweth unto the Court, your complainant, C. W. Turner, the following case, to-wit:-

1. That he is the owner of a certain tract of land situate in Hardy Magisterial District of the County of Isle of Wight, State of Virginia, containing two hundred and seventeen (217) acres, more or less, and adjoining the lands of H. M. Edwards, William M. Beale, E. Richard Helms and others.

2. That prior to and during the year 1921, your complainant, became indebted to the said defendant, F. D. Gwaltney Jr., in the sum of \$500.00; that in order to secure the payment of the said debt due the said defendant, F. D. Gwaltney Jr., your complainant, together with his wife, did, on the 1st day of June, 1921, execute a deed of trust conveying the above described property to J. W. Luter, Trustee, which said deed of trust is recorded in the Clerk's Office for the County of Isle of Wight, in deed book _____, page _____; that the said debt secured by the said deed of trust is now past due and owing to the said defendant, F. D. Gwaltney Jr.

3. That after the day and year first above mentioned, your complainant became further indebted to the said defendant, F. D. Gwaltney Jr., in the sum of \$500.00; that in order to secure the payment of the said debt, your complainant, together with his wife, did, on the 13th day of May, 1922, execute a deed of trust, conveying the above described property to J. W. Luter, Trustee, which said deed of trust is recorded in the Clerk's Office for the County of Isle of Wight, in deed book 92, page 239; that the said debt secured by the said deed of trust is now past due and owing to the said defendant, F. D. Gwaltney Jr..

4. That your complainant, C. W. Turner, did make default in the payment of the debt due said defendant, F. D. Gwaltney Jr., and secured by the said deed of trust dated on the 13th day of May, 1922, and recorded as aforesaid; that the said defendant, F. D. Gwaltney Jr., has requested the said J. W. Luter, Trustee, in the deed of trust just aforementioned, to advertise for sale the land conveyed to him by the deed of trust just aforementioned; that pursuant to the said request as made by the said defendant, F. D. Gwaltney Jr., and by virtue of the authority vested in him, the said J. W. Luter, Trustee, has advertised for sale, at public auction, in front of the United States Post Office of the Town of Smithfield ~~on~~ Saturday, February 10th, 1923, at 11:30 A M, the property above mentioned, and described in the deed of trust last mentioned.

5. That some days after the said J. W. Luter, Trustee, had advertised the said property above described for sale as aforesaid, your complainant decided to arrange to pay to the said defendant, F. D. Gwaltney Jr., the full amounts due him and secured by the said two deeds of trust, thereby preventing sale of your complainant's property by J. W. Luter, Trustee, in the said deeds of trust; that George W. Delk of the Town of Smithfield, Virginia, agreed to advance the necessary money with which to pay the said defendant, the amount due him and secured by the said two deeds of trust, taking an assignment of the notes evidencing the debt secured by the deeds of trust aforesaid; that your complainant's wife, Clara Scott Turner, your complainant being sick, and unable to travel, did, as agent of your complainant and on his behalf, on Monday the 5th day of February, 1923, together with James R. Rowell Jr., agent of said George W. Delk, call upon the said F. D. Gwaltney Jr., at his usual place of business in the Town of Smithfield, Virginia, for the purpose of paying to the said defendant the said amounts due him and secured by the said two deeds of trust, and was willing, ready and prepared to make said payment; that your complainant's wife, on his behalf, on said occasion, informed the said defendant that she had come to pay to the said defendant the amounts

due him by your complainant, and secured by the said two deeds of trust, and that she was prepared to make said payment; that the said defendant then and there refused, unconditionally and without cause, to accept the amounts ~~so~~ due him by your complainant and secured by the said two deeds of trust as aforesaid; that your complainant's wife then and there told said defendant that he would have to accept settlement, whereupon said defendant replied that he would not and instantly made use of the following language, "Make me".

6. That your complainant is ^{still} ~~now~~ ready and willing to pay to the said defendant, F. D. Gwaltney Jr., the full amounts due and owing him, and secured by the said two deeds of trust, together with the interest due thereon.

7. That notwithstanding the offer and tender of settlement as made by your complainant on the 5th day of February, aforesaid, the said defendant, F. D. Gwaltney Jr., persists and continues to persist in having the said property above mentioned, sold at public auction on the said Saturday the 10th day of February aforesaid, by the said ^{thesaid J.W. Luter, Trustee;} J. W. Luter, Trustee, and continues to advertise for sale the said property on the day and year last aforementioned.

In tender consideration thereof, and for as much as your complainant is remediless save in a Court of equity where such matters are alone cognizable, your complainant prays that the said J. W. Luter, Trustee, and F. D. Gwaltney Jr., may be made parties defendant to this bill and required to answer the same; that the said J. W. Luter, Trustee, be enjoined and restrained from proceeding further to sell the land above mentioned and described in the said deed of trust, dated on the 13th day of May, 1922, and that the said J. W. Luter, Trustee, as well as such other person as may be the trustee under the said deed of trust dated on the 1st day of June, 1921, be enjoined and restrained from selling or advertising for sale the said property described therein; that the said F. D. Gwaltney Jr. be required to accept payment of the amount due him and secured by the said deeds of trust aforementioned, together with the interest due thereon, and that upon receipt of such payment the said F. D. Gwaltney be required to assign the

notes evidencing the debt secured by the said deeds of trust, to George W. Delk, or such person as may be designated by your complainant, and that all such other, further and general relief may be afforded your complainant as the nature of his case may require or to equity may seem meet.

And your complainant will ever pray,

C. W. Turner

STATE OF VIRGINIA,

City OF Newport News to-wit:-

C. W. Turner, the complainant named in the foregoing bill, being duly sworn, says that the facts and allegations therein contained are true.

C. W. Turner
Complainant

Taken, sworn to and subscribed Before me, P. D. Russell, a Notary Public in and for the City and State aforesaid, in my City aforesaid, this 7 day of February, 1923.

P. D. Russell
Notary Public

My Commission Expires Sept 30 - 1925

E. W. Turner,

70) 1000000000

J. D. Luter, & L. D. Gwainey,

2 Feb. Russ. Fair.

Bill.

GEORGE F. WHITLEY
ATTORNEY-AT-LAW
SMITHFIELD, VA.