1878-017
Nansemond Co. (Suffolk) Chancery Causes: Henning E. Smith etal vs Trst of Thomas Griggs

Norfleet, Norfleet Bros], Withers, Prentis

Note: for related case, see 1885-001

Know all men by these Presents, that we, Henning E. Smith and Robert R. Smith are held and firmly bound unto the Commonwealth of Virginia, in the Sum of Two Hundred Dollars, to the payment whereof well and truly to be made to the said Commonwealth, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these Presents. Sealed with our seals and dated this 9th day of March, A.D. 1878, and in the 102nd year of the Commonwealth. And we hereby waive our Homestead Exemption, as to this obligation.

The Condition of the above Obligation is such, that whereas the above bound Henning E. Smith, who, with A.C. Withers, Trustee for Norfleet Brothers, and as Administrator of Wilson Norfleet, deceased, on his Bill in Chancery against Peter B. Prentis, Trustee, and Thomas Griggs, addressed to the Honorable George Blow, Judge of the Circuit Court for the County of Nansemond has obtained an Injunction from the said Judge, to injoin and restrain the Defendants, their agents and all others concerned from making sale of the Griggs tract of land, as advertised by the said Trustee, and which is more fully described in Exhibit "C," filed in said cause: And whereas it is provided by the order of said Judge awarding the said Injunction, that the Plaintiffs are not to have the benefit thereof, until the said Henning E. Smith shall give bond with sufficient security in the Clerk's Office and before the Clerk of said Court, in the penalty of Two hundred dollars, payable to the Commonwealth of Virginia, and conditioned to pay all such costs & damages as may be awarded against him, or sustained by any person, in case the said Injunction shall be dissolved: Now therefore, if the said Henning E. Smith, shall pay all such costs as may be awarded against him, and all such damages as shall be incurred, in case the said Injunction be dissolved, then this obligation to be void, otherwise to remain in full force and virtue.

Executed in presence of
Peter B. Prentis, Clerk

H. E. Smith (Seal)
R. R. Smith (Seal)

In the Clerk's Office of the Circuit Court of Nansemond County, the 9th. day of March, 1878.

This day Henning E. Smith and Robert R. Smith signed and acknowledged the foregoing Bond. And the said Robert R. Smith the security thereto, made oath before me, Clerk of the said Court, that his Estate, after the payment of all his just debts and such liabilities as he has incurred for others, is worth the sum of Two Hundred Dollars.

Teste,

Peter B. Prentis. Clerk

Henning E. Smith &al.

vs

Injunction Bond

Peter B. Prentis, Trustee &al

March 9th. 1878 Executed and filed.

To Peter B. Prentis. Trustee, in a deed of trust executed by Wilson Anfleet and Henning E. Smith on the 10th. day of June 1869 and duly recorded for the benefit of Thomas Griggs:

You are hereby informed that you are at liberty, if you see fit, to advertise and sell the real estate conveyed by said deed according to the terms thereof, at such time as you may deem proper, notwithstanding the injunction, which on the 8th. day of March 1878, was awarded by the Hon. Geo. Blow, Judge, in the case of H. E. Smith, A. C. Withers, trustee, and A. C. Withers Admr. of Wilson Anfleet vs. Yourself and said Thomas Griggs, in the Circuit Court of Nansemond County, Va. to restrain you from selling said real estate under said deed on the 11th. day of March 1878 as advertised by you on 20th. day of February 1878.

A. C. Withers

Sept. 4th. 1878.

Atty. for Plaintiffs in the above-named case.

N. B. I desire that the Sheriff advertise 30 days before sale & then I have no objection to the Sale, if we are not ready. —

For Mr. Brutis

H. E. Smith Admrs Trustee & Admrs
Admstr of Wilson Norfleet Deceased
vs. } In Chancery
Rich B. Prentis Trustee &c & Thos Griggs

On motion of the plaintiffs by their attorney & for good cause shewn, an injunction is awarded to injoin and restrain the defendants his agents and all others concerned from making sale of the Griggs tract of land as advertised by the said Trustee and which is more fully described in exhibit "C" filed in this cause, But this order is to be suspended until the said H. E. Smith shall give bond with sufficient security in the Clerks Office & before the Clerk of this Court in the penalty of $200 Two Hundred Dollars payable to the Commonwealth of Virginia & conditioned for to pay all such costs & damages as may be awarded against him or sustained by any person in case the said injunction shall be dissolved

To the Clerk of the
Circuit Ct. Nan:
Remand Co:
Mar. 8th 1878.

Geo. W. Bloxton
Judge &c

H. E. Smith & A C Wilkins
Trustees &c. & H Elwitkins
Admrs. &c. for W. Norfleet Dec'd
vs
Jas Chey.

Thos B. Prentis Trustee &
Thos C Keyes

Smith Jal.

vs.

Peter B. Prentis, Trustee

This cause came on this day to be heard on the Bill of the Complainants, ~~taken for confessed~~ and on exhibits filed with the Bill and was argued by counsel.

On consideration whereof the Court doth adjudge, order and decree that the injunction awarded the Plaintiffs on the 8th. day of March 1878 to enjoin and restrain the defendants, his agents and all others concerned from making sale of the Griggs' tract of land as advertised by the said trustee and which is more fully described in Exhibit C. filed with the Bill in this cause, be dissolved, and that the Bill of the Plaintiffs be dismissed and that they pay to the defendant his costs by him about his suit in this behalf expended.

↑ taken for confessed as to the defendants on whom proces had been duly executed. they still failing to appear and answer, plead and demur

Smith & al.

vs.

Griggs' Trustee

Nansemond County
Circuit Court
Oct Term 1878

Decree

To be entered.

Geo. T. Blow.

Entered O. O. B. No 1 p. 421

~~DEED OF TRUST.~~

This Deed, made this 10th day

of June, A.D. 1869, ~~one thousand eight hundred and seventy~~

between Wilson Norfleet and Henning E. Smith

~~his wife, of the county of~~

~~and State of Virginia~~, of the one part, and Peter B. Prentis

chosen ~~a~~ trustee ~~for the purposes herein named~~, of the other part, **Witnesseth:**

That the said Wilson Norfleet and

Henning E. Smith ~~his wife~~, do grant, with general warranty,

unto the said Peter B. Prentis

trustee as aforesaid, the following ~~property~~ Real Estate, to wit: a tract of land and plantation, situated on both sides of the Somerton Road, in the upper Parish of Nansemond County, Virginia, about one mile from the Town of Suffolk, containing Ninety acres and three poles, and adjoining the lands of Robert R. Smith, the Thayer Brothers, George R. Smith and the said Henning E. Smith - and for a detailed description of said Real Estate, see Deed, dated this day, from Thomas Griggs & Margaret Ann, his wife to said Wilson Norfleet and Henning E. Smith; the said land comprising two parcels, but sold and conveyed together as one body of land

~~together with all and singular the appurtenances belonging to the same.~~

In trust to secure to said Thomas Griggs the payment of the sum of Twenty-five Twenty-five hundred dollars ($2500) being the whole of the purchase money for said land, evidenced by a bond bearing even date with this Deed, executed by the said Wilson Nuttall and Henning E. Smith, both principals, to the said Thomas Griggs, and payable on demand the 1st day of January, 1870.

This Deed to be executed in all respects according to law, except that in the event of a sale by the said Trustee, he shall be allowed a commission of five per cent thereon.

Witness the following signatures and seals:

Wilson Nuttall [SEAL.]

Henning E. Smith [SEAL.]

State of Virginia, } **To wit:**

County of

in and for the county aforesaid, in the State of Virginia, do certify that the wife of whose names are signed to the writing above, bearing date the day of 187 , personally appeared before in the county aforesaid, and being duly examined by privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under hand this day of eighteen hundred and seventy.

State of **Virginia:** } **To wit:**

Nansemond County of

I, Washington L. Riddick, a Notary Public ~~in and~~ for the ~~said~~ aforesaid county, in the State of Virginia, do certify that Wilson Nuttall and Henning E. Smith whose names are signed to the within or foregoing writing ~~above~~, bearing date the 10th day of June, A. D. 1869, have acknowledged the same before me in my ~~the~~ county aforesaid.

Given under my hand this 10th day of June, A.D. 1869

W. L. Riddick N.P.

In the Clerk's Office of Nansemond County Court, the 10th day of June, 1869.

This Deed of Trust was received and with the certificate written thereon, admitted to record. (The requisite stamps of $2.50 having been affixed and cancelled)

Teste,

Peter B. Prentis. D.C.

Nansemond Co. Co. Clk's Office
March the 5th. 1878

A Copy: Teste, Peter B. Prentis. Clerk.

xmd

Copy

Deed of Trust

Wilson Nesfield and Hennery E. Smith

TO

Peter B. Prentis

Trustee for

Thomas Griggs

Exhibit

("6")

This Deed, made this 10th: day of June, A.D. 1869, between Thomas Griggs and Margaret Ann, his wife, of the first part, and Wilson Norfleet and Henning E. Smith of the second part; both parties of Nansemond County, Virginia: Witnesseth, that the said Thomas Griggs and Margaret Ann, his wife, in consideration of the sum of Twenty-five hundred dollars ($2500) do grant with general warranty unto the said Wilson Norfleet and Henning E. Smith, and to their heirs and assigns forever, the tract of land and plantation on which the said Thomas Griggs & wife now reside, situated on both sides of the Somerton Road, in the Upper Parish of Nansemond County aforesaid, about one mile from the Town of Suffolk, containing Ninety (90) acres and three (3) Poles, consisting of two parcels or pieces, and bounded as follows: the First parcel or piece commencing at a corner stump with Robert R. Smith and running the Road towards Somerton S. 2° West 24. P. S. 30½ W. 62 P. and 22 L to corner with Thayer: thence along Thayer's line S. 60 E. 34 P and 8 L to small Sycamore, a corner with Thayer. Thence N. 45 E 40 P. N 69½ E. 83 P. N. 65½ E. 20 P. N. 58 E 42 P. & 9 L. N. 62 E 21 P and 10 L to corner with Smith and Thayer. Thence along Smith's lines S. 89. W 5 P. N. 8½ W 36. P. N. 89 W. 20. P. N 87 W. 20 P. N 8½ W. 73 P. to corner with Smith, the 1st Station: including as boundary lines the Homestead tract lying East of the Somerton Road, and containing Forty-Eight (48) acres, One (1) Rood and Thirty-nine (39) Poles. The Second parcel or piece lies on the West of the Somerton Road, commencing at a Sycamore at the head of a ditch on said road, and running down the Somerton road N. 30. E. 48. P. N 14 W 15 P. to corner with said Henning E. Smith. Thence up said Smiths

lines. N. 64 W. 12½ P and 21 L to corner again with Smith – thence S. 24 W. 41½ P to corner with George R. Smith – thence along said George R. Smith's lines. S. 59. E 149 P and 7 L to first station, including Forty-one (41) acres. Two (2) Roods and four (4) Poles.

The said Thomas Griggs covenants that he has the right to sell and convey the said land and that he will make all further assurances thereof necessary. And it is further covenanted by and between the said parties that notwithstanding the foregoing Deed, the Grave Yard on said premises is not here sold, but is expressly reserved with the right to pass to and from the same when necessary; and further that possession of the premises hereby sold, is reserved by the grantors until the 1st day of January, 1870.

50c U.S. Int: Rev: Stamp Cancelled

50c U.S. Int: Rev: Stamp Cancelled

Witness the following signatures and seals.

Thomas Griggs his mark (Seal)

Margaret Ann Griggs her mark (Seal)

50c U.S. Int: Rev: Stamp Cancelled

$1. U.S. Int: Rev: Stamp Cancelled

State of Virginia
Nansemond County } to wit:

We. John R. Kilby and Washington L. Riddick, Notaries Public for the County aforesaid, in the State of Virginia do certify that Thomas Griggs, whose name is signed to the foregoing writing, bearing date the 10th day of June A.D. 1869, has acknowledged the same before us, in our County aforesaid. And We do further certify that Margaret Ann Griggs the wife of the said Thomas Griggs, whose name is likewise signed to the

foregoing writing, bearing date as aforesaid, personally appeared before us, in our County aforesaid, and being examined by us privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said Margaret Ann Griggs acknowledged the said writing to be her act, and declared that she had willingly executed the same, and did not wish to retract it.

Given under our hands this 10th. day of June, A.D. 1869.

John R. Kilby. N.P.

W. L. Riddick. N.P.

In the Clerk's Office of Nansemond County Court, the 10th. day of June, 1869.

This Deed was received, and with the certificate written thereon, admitted to record. (The requisite stamps of $2.50 having been affixed and cancelled)

Teste,

Peter B. Prentis. D.C.

A Copy:

Teste,

Nansemond Co: Co: Clk's Office
March the 5th. 1878

Peter B. Prentis. Clerk

Thomas Briggs Exr.

To } Copy Deed

Wilson Norfleet & Henning E. Smith.

Exhibit

A"

To the Honorable George Blow. Judge of the Circuit Court for the County of Hanover.

Humbly complaining sheweth unto the Court, your Orator Henning E. Smith and A. Elvington Trustee for Norfleet Brothers and Administrator of Wilson Norfleet deceased, who respectfully represents to the Court and say that on the 10th of June 1869 one Thomas Griggs and Margaret Ann his wife sold to the said Henning E. Smith and Wilson Norfleet deceased a certain piece of land lying and being in Hanover County & on both sides of the County road, for the sum of $25-00. and that the said Griggs & wife made their deed of bargain and sale of that date, conveying the said lands to the parties above mentioned, that on the same day & year the said H. E. Smith & Wilson Norfleet (now deceased) made their certain deed in writing conveying the same lands to Peter B. Prentis Trustee for the purposes of the trust, that is to secure to Griggs & wife the $2500. of the purchase money, that after this to wit on or about the 1st of April 1876. the said Henning E. Smith and Wilson Norfleet.

sold and conveyed to Norfleet Brothers a mercantile firm composed of Wilson Norfleet and James B. Norfleet. the said lands subject to the lien of Thomas Griggs & wife, and at the same time the said Norfleet Brothers exchanged a part of the Griggs tract estimated to contain 40 acres & lying on the west side of the Somerton road with the said H.L. Smith for certain lands of his which lay on the East side of the Somerton road and contiguous to the lands bought of Griggs & wife upon that side of the road. That the said Wilson Norfleet and H.L. Smith during the life time of the former paid up promptly the interest on the said purchase money due Griggs and reduced the principal, until the whole debt interest and principal (though unascertained) at this date, does not exceed $1400. (in the opinion of your orators) See exhibits "A" & "B"

Your orators say that the Trustee under the deed has advertised the said property for sale & that if the said property is sold now it will greatly injure your orators. That the partnership affairs of Norfleet Brothers are now being settled as rapidly as possible, that his accounts & notes are being converted into money

as rapidly as possible and that a decree has already been obtained in this Court, directing Commissioner Kelly to ascertain the indebtedness of the said firm with a view to paying off and discharging all the obligations of the firm including the money due to Thos. Griggs That the whole of the purchase money would have been paid long since had not the death of Wilson Norfleet occurred which took place on the 1st September 1876. That within less than one year after his death, the surviving partner James B. Norfleet failed in business and made an assignment to his creditors, conveying to N. Albritton Trustee the lands in controversy. Complainants further say that if the lands are sold now that they will be sacrificed as there is no sale for real estate now at any price & that in all probability the only bid that will be made will be that of Thos. Griggs for the amount of his debt. That Henning E. Smith since he came into possession of the 40 acres on the West side of the Somerton road, not having a doubt but that the property would be paid for by Norfleet Brothers, as it would

have been, had it not been for the death of Wilson Norfleet, which was very unexpected & sudden. and for the unforseen failure of James B. Norfleet. undertook, and did improve the said forty acres very extensively. by heavily manuring the same. & putting it down in grass and clover until the value of it is nearly double what it was when he came into possession of it. Jesse ~~Wilson~~ Watson further say, that the estate of Wilson Norfleet is still unsettled & no estimate can be made of its standing or condition until after the affairs of Norfleet Brothers shall have been wound up. And that the lands in controversy were a part of the social assets of the said Norfleet Brothers, and that said Watson A. Gilliams trustee believes that from what information he can get that it will be to the interest of the said firm to pay the remainder of the purchase money to the said Griggs and hold the property, as it is worth a great deal more than what it will now sell for. — But that owing to the unsettled state of the business of the said firm that no accurate

information can be had of how the firm matters stand, but thus it is believed and so stated by your orator A. Helvithus Trustee. that there will be ample funds in his hands to pay all the debts of the firm including the debt due to Thos. Griggs without sacrificing the said property now. That if there should not be sufficient money to pay him in full, that no injury could result to the said Griggs his security being the same, & the property worth double the amount secured. but that if sale should be made it will greatly injure your orator W. E. Smith, & A. Helvithus Administrator for Wilson Sorplice, and as trustee for Sorplice Brothers.—
In tender & consideration whereof & for as much as your orators are without remedy in the premises save by the intervention of a court of equity where matters of this sort are properly cognizable and alone relievable to the end therefore they pray that Peter B. Dentis Trustee, and Thomas Griggs may be made parties defendants to this bill, and required to answer all and singular the allegations hereof upon oath.

that the said Peter B. Smith Trustee his agents and all others concerned may be inhibited and enjoyned from selling the lands mentioned in exhibit "C." herewith filed, in accordance with the advertised notice herewith filed, marked "D" or any future notice, until the further order of this Court. and that all other relief both general and special may be granted in the premises which the nature of the case may require & which equity and good conscience may demand and may a summons issue & your orator will ever pray &c.

A. E. Withers
H. E. Smith

State of Virginia
Nansemond County to wit: A. E. Withers and H. E. Smith this day personally appeared before me in my County aforesaid & made oath that the matters & things set forth in the foregoing bill are true to the best of their knowledge information and belief.

Given under my hand this the 5th day of March 1878.

Thos. G. Elam
Councilman Town of Suffolk
and Ex officio J. P.

H. E. Smith & A. C. Arthur
Trustees of Union. J. W. Morgan
Dec'd.

vs

Jno Cheney

Peter B. Dennis Trustee
& Thos. Griggs

Bill