

1841-036

SOUTHAMPTON COUNTY
CHANCERY PAPERS

SCOTT'S ADMINISTRATOR VS. VICK

S/1841

other surnames: Bailey, Pretlow

Douglas pg

Scott's admstr.

" do

Vick

} Bisc. Ammer &
Exhibit —

1841 May. Dene as filed &c

To the most honorable the Justices of the County Court of
Southampton County in Ch. setting
Humbly complaining sheweth unto your honors, your
Orator Alfred S Bailey administrator de bonis non with
the will annexed of James Scote deced - That by ~~indent~~ Certain
indenture commonly called a Trust Deed, bearing date
the fifth day of February 1834, made between Silas J Vick of
the first part, James Scote of the second part, and Joseph
Pittton of the third part; for purposes therein set forth, all
of which will more fully appear by the said Trust Deed
herewith filed & prayed to be taken as a part of this bill -
Your Orator moved also shew unto your honors, that since
the execution of the said Trust Deed, James Scote one of
the parties thereto has departed this life, and that your
Orator has duly qualified & taken out letters of administra-
-tion on his estate, and is now legally competent to enforce
& maintain the rights of the said James Scote deced - under the
said Trust deed -

Your Orator moved further shew unto your
honors that since the execution of the said Deed of Trust
hereinbefore referred to, another of the parties Joseph Pittton
who was Trustee in the said Deed, has departed this life;
That the said Deed of Trust contains no power or authority
to appoint a new Trustee in the place or stead of the said
Trustee Joseph Pittton deced therein named, by reason of which
your Orator cannot proceed to discharge the duties and
powers which devolve upon him as administrator &c of
James Scote deced, nor can any new Trustee be appoin-
-ted without the aid of this honorable Court - To the
end therefore that complete justice may be done, your
Orator prays yr honors that Silas J Vick may be made
a party to this suit, & that the said Defendant may
own the premises &c. And that the Trust of the said
Deed may be performed and carried into execution
by and under the Decree of this honorable most honorable
Court, and for that purpose, that your honors
may be pleased to appoint a new Trustee in the

place and stead of Joseph Prutton decd. for the purpose
of continuing the said trust in him; and such new
Trustee, for the better management thereof, according
to the directions and provisions of in the said Decd
herein before referred to; shall have & exercise ^{all} the
powers, conferred by said Trust Decd, in and upon
the former Trustee Joseph Prutton decd - and that
your wisdoms would be pleased, as your honor is
without remedy by the direct & strict rules of the Common
Law, and only allowable in a Court of Equity - to grant
such other & further relief as to yr wisdoms may
seem just & proper, & yr Order will be.

Douglas pr

The separate answer of Silas J. Vick to a bill of Complaint
exhibited against him by Alfred S. Bailey administrator
- in de bonis non with the will annexed of James Scott
decd - This defendant, now and at all times here-
after, doing & exercising to himself, all just exception
and all manner of benefit to the many, cures
imperfection & uncertainty, in the sd Complaint
sd bill of Complaint contained, answering says.
That it is true that he made a deed of trust, for
purposes therein contained, to which decd James
Scott & Joseph Prutton were parties - That he has
no objection to a trustee being appointed in the
place & stead of Joseph Prutton decd - who shall have
the powers conferred by said Decd. upon the said
deceased Trustee Prutton, and having thus
answered he prays to be hence dismissed &c -

Bailey & }
vs } In Ch.

S. J. Vick }
on the bill, answer & exhibit, now docketed & consent
and argued by Counsel, on consideration whereof
the Court doth adjudge, order and Decree, that

John Denny be appointed a Trustee to a Deed of Trust
made & entered into between Silas J. Vick, James Scott
and Joseph Prutton; it appearing to the Court that
the former Trustee Joseph Prutton has since the execution
of said Trust Decd departed this life - The Court doth
further adjudge, order and Decree, that the new
Trustee John Denny, shall have & exercise, all the
powers & privileges conferred upon the former
Trustee Joseph Prutton by the aforesaid Deed of Trust
bearing date the fifth day of February 1804, to which
the sd Vick - Scott & Prutton were parties, and that
the said Denny shall in all respects be substituted for
the former Trustee Joseph Prutton, and it is further ordered
& Decreed that the costs be proportionably borne by the
parties &c.

Sauhampton County In the Clerk's Office the 5th day of February 1834
The Inventory was acknowledged by Silas Vick Joseph Prutton
and the parties thereto and admitted to record And at a Court held for
the County aforesaid the 17th day of February 1834 The said Inventory
was entered upon the proceedings of the day

Teste James Rochelle Clk.

Vick

To Z Deed Trust

Scott

Feb 5 '1834 ack W.A.R.

Feb 17 '1834 ent Exp in the
proceedings of the day

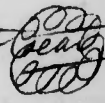
Record.

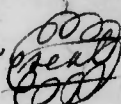
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This Indenture made this fifth day of February one thousand eight hundred and thirty four, Between Silas J. Vick of the County of Southampton and State of Virginia of the first part James Scott of the said County and State of the second part & Joseph Prettlow of the County of Southampton and State of Virginia, aforesaid of the third part: Witnesseth that Whereas the said Silas J. Vick stands justly indebted by a note of hand to the said James Scott in the sum of One hundred and twenty four dollars & fifty five cents current money of the United States of America, and whereas for the further assurance of the payment, it is agreed by the parties hereto that a conveyance in Trust, shall be made, unto the said Joseph Prettlow, for the benefit of the said James Scott, if the sum on the Note aforesaid shall not be punctually paid, with lawful interest thereon, on or before the first day of October next; Now This Indenture witnesseth that the said Silas J. Vick for, and in Consideration of the premises, and for the further sum of One Dollar to him in hand paid, the receipt of which is acknowledged, hath bargained and sold, and by these presents doth for himself, his heirs, Executors and Administrators, give, grant, bargain and sell unto the said Joseph Prettlow his heirs and assigns, one sorrel horse, three cows, six hogs & nine sheep with all their increase, twelve chairs, 3 iron pots & hooks, a frying pan & Dutch oven 2 safes 2 feather beds & furn. 2 Carts & 2 pair of cart wheels One Gig & harness One man saddle & bridle 3 axes, 5 plow horses twenty Bagels of Corn one chain 1/2 lb Bacon with all the residue of my household & kitchen furniture & I have and do hold the above said granted and bargained premises unto the said Joseph Prettlow his heirs and assigns in Trust forever. And it is hereby declared to be the true intent and meaning of these presents, that if the said Silas J. Vick shall punctually pay, to the said James Scott his heirs or assigns, the said sum of One hundred & twenty four dollars & 55 Cents and interest agreeable to the tenor of the said note, to the said James Scott, then the said Joseph Prettlow his heirs & assigns shall hold the said goods & chattels above granted to the sole and proper use & behoof of the said Silas J. Vick. And the said Joseph Prettlow covenants and agrees with the parties hereto, that if the said Silas J. Vick, his heirs, Executors and Administrators shall fail to make payment to the said James Scott his heirs and assigns, on or before the first day of October next the sum due on the note of hand aforesaid, that then the said Joseph Prettlow his heirs and assigns, shall stand seized of the above granted and bargained premises, goods & Chattels for the purposes following, that is to say that at the request of the said James Scott his heirs or assigns, the said Joseph Prettlow his heirs, Executors, Administrators & assigns or either of them shall give ten days notice, and sell at publick sale, the above mentioned goods and Chattels, and shall pay the money arising therefrom to the said James Scott, his heirs, or assigns so far forth as shall be then due, & after satisfying the said Note, interest and all the expenses remaining or arising from the notice and sale shall pay the surplus money to the said Silas J. Vick or his assigns. In witness whereof the parties have hereunto set their hands and seals the day and year above written

Signed Sealed & Delivered
in presence of us

Silas Vick 

James Scott 

Joseph Prettlow 

Feb 5 1834