

1844-025 SOUTHAMPTON COUNTY
CHANCERY PAPERS

WADDILL

VS.

VICK & al

11/1844

other surnames: Nash, Drewry,
Ricks

Waddill

v. } Papers

Vicks

1824 Nov.

1824 May

Calk. \$4.50

Shff. . . 2.00
6.50

Law. 16.66

Tax. — 75
\$23.91.

Waddell

2. } Statement.

Vick's

1843-

Aug. R. Dubp^a. Executed. Bill filed
Oct. " Answer filed Gen. Rep. R.
Decr " Set for hearing-

1844

May. T. Decree for sale -
Aug. 25th Report -
Nov. T. Decree final

being and is a,

Waddell

Bill
Exhibits

Victor + Victor

1441 words
avg. rules

Bald

To the Hon Judge of the Cic. Sup. Court of Law
and Chancery for the County of Southampton
on the chancery side of said Court -
Humbly complaining sheweth unto your Hon-
our complacently, John Waddell, that some
time since, on the 6th day of April last (1843)
he obtained a judgement by confession
against one John Vickr. of the County aforesaid
for the sum of \$800-00, with interest
from that day till paid, and also for the
further sum of \$5-45, for costs expenced
in maintaining his suit; That the said debt
for which judgement was obtained as above
was due and owing by the said Vickr to
the said Waddell, long before the execution
of the debt by the said Vickr, hereafter to
be mentioned; That he immediately issued a
fi. fa. execution against the said Vickr
which was afterwards duly returned "no
effects: and signed by the proper officers
all of which will appear from certified
copies of the judgement, execution &c here-
with filed and prayed to be taken as parts
of this bill. Your complainant further
shews, that but a short time previous to
the date of his judgement above mentioned
the said John Vickr and his wife Polly,
by a deed, dated March 4th 1843. conveyed
a certain tract or parcel of land, lying in
the County aforesaid and containing by
a late 260. acres, which is more particular-
ly described in said deed, to one Augustus
M Vickr, a son of the said John Vickr
which said deed was recorded on the ac-
knowledgement of the said John Vickr, on
the very day on which your complainant's
judgement was obtained, and purports to
be a deed of bargain & sale, in consideration
of the sum of \$1000-00, paid by the said

Augustus M Vick to the said John Vick and wife; which will appear from a copy of said deed herewith filed and prayed to be taken as part of this bill. Your Compt. begs leave respectfully to state, that at the time the above named deed was executed, the said John Vick the grantor, was very sorely pressed by his creditors, and was in fact, perfectly insolvent; in proof of which statement, he relies upon the fact, that the several executions which were issued against the said John Vick, about the date of the said deed or a very short time afterwards, were returned no effect; and that notwithstanding the deed purports on its face, to have been executed for the consideration of \$1000.00 yet in fact, no such consideration was paid or intended to be paid; that the grantor in said deed, the said Augustus M Vick, is a son of the grantor, severely arrimed at the age of manhood, and had not, at the time of the execution of the deed, any money or property whatever, to any thing like the amount of the consideration therein expressed. In consideration of the premises Your complainant charges that the deed above described is a ~~voluntary~~ deed and therefore fraudulent & void as to your complainant, who is a judgment creditor of the said John Vick, and that whether fraud was intended at the time of the execution of said deed, by the said John Vick or not, Your complainant charges, that the mere fact of the execution of the deed under the circumstances existing at the time and described above, was in law & equity a fraud upon your Compt. as a creditor. In further consideration of all which Your complainant prays, inasmuch as he is

remediless in the premises in a court of law and can only obtain relief in a court of equity. where matters of this kind are cognizable, that the deed before mentioned and described may be set aside as a voluntary, fraudulent and void deed and that the property therein conveyed may be made liable to the payment of your complainant's claim. Your Compt. prays that John Vick and Augustus M. Vick be made parties defendant to this bill, that they answer every part of said bill as particularly as though they were specially interrogated, and that the Hon. Court will grant such other and general relief as the complainant may be entitled to in equity and justice from the nature and facts of his case and he will, as in duty bound ever pray &c

Wm. H. Goodwyn for
Compt.

Waddill

v. } Answer of Defts

Vick

1843 October Rules

chances of John Vick and Augustus M. Vick to a bill of complaint exhibited against them by John Waddell in the circuit superior court of law and chancery for the County of Southampton.

These defendants saving and reserving to themselves now and at all times hereafter and all manner of benefit and advantage of exception that can or may be had or taken to the many errors, uncertainties, insufficiencies in the said bill of complaint contained for answer thereto or as much thereof as the defendants are advised it is material or necessary for them to make answer unto answering say that the statement in the complainant's bill as to the confession of judgment for the sum of eight hundred dollars on the 6th of April 1843 by John Vick one of these defendants is true but that the complainant received of John Vick as will more fully appear by his receipt which is herewith filed and prayed to be taken as a part of this answer two bonds one for six hundred and twenty four dollars and sixty five cents bearing the same date with the receipt & wit the 14th of January 1843 and the other for four hundred and seventy seven dollars bearing date the 8th day of January 1842 as collateral security to a bond for fifteen hundred dollars dated 20th of September 1842 due the said complainant by the said defendant John Vick that there was an express agreement between the complainant and the said defendant at the time that he confessed the judgment that the complainant was not to sign any execution whatever against him until he had made the money out these bonds that he did not do so but signed execution against the said defendant immediately after obtaining the said judgment and if the said complainant had have

complied faithfully with the terms of his
agreement. The said defendant would be found but
little indebted to the complainant. And for further
answer they say that John Vick one of the defendants
did execute the deed of conveyance for the said tract
of land in the bill mentioned to his son Augustus
M. Vick as appears by record on the day and year
as set forth by the complainants bill but they
wholly deny that the said deed was made to defraud
the complainant or any other person whatsoever of their
just debt claims or judgments but that it was made
for a good and a valuable consideration as it
purports to be on its face that at the time of its
execution the services rendered to the said John Vick
by his son Augustus M. Vick were fully equivalent
to the consideration mentioned in the deed his son
having lived with him for several years after he
had arrived at the age twenty one year and
managed his affairs for him at his instance and
request and that he considered himself justly
indebted to his son in the sum of one thousand
dollars which sum his son gave him for the land
in the complainants bill mentioned. And the said
defendant deny all fraud combination and confederacy
charged in the bill and humbly pray to be hence
dismissed with their costs in this behalf most wrongfully
sustained.

Wm B. Shanasally
for the defendants.

Southampton County to wit

John Vick and Augustus M. Vick
made oath before me a justice in and for the said
County that the matters contained in ~~and~~ the
 foregoing answer so far as they are stated to be of
their own knowledge are true and so far as they

have heard them from others and declare their
belief of them they do believe them to be true
given under my hand this 4th day of September
1873
James M. Bryant J.P.

Waddell

v. { Co. Judge

Vick

Exhibit with Bill

Southampton Circuit Superior Court. April the 6th 1843.

John Waddell

against

John Vick

Plff.

Def.

} In Debt.

This day came the plaintiff by his attorney as well as the defendant in his proper person and the defendant acknowledgeth the plaintiffs action for Eight hundred dollars parcel of the debt in the writ mentioned with interest thereon from this day till paid and the Costs. Therefore it is Considered by the Court that the plaintiff recover against the Defendant the Sum of Eight hundred dollars with legal interest thereon from this day till paid and his Costs by him about this Suit in this behalf expended. And the said defendant in Mercy &c.

Peffs Costs \$5.45 &c.

Attest

Teste. L R Edwards Clk

Haddill
~
Vick

Desire to be
entered
R. H. B.

18421 May Term

Waddell }
 to } Decree
 Vick }
 }
 }

This day this cause came on to be heard on the bill & exhibits, answer of the defendants John Vick and Augustus M Vick, and ^{together with the exhibits referred to} ~~the~~ replication thereto, and was argued by counsel. On consideration whereof the Court being of opinion that the deed described in the bill, from John Vick to Augustus M Vick, bearing date 4th March 1843, is a voluntary deed and therefore fraudulent and void as to the plaintiff, doth adjudge order and decree that said deed be set aside and undo the defendants John Vick and Augustus M. Vick ^{or either of them} etc., within sixty days from the date hereof, pay unto the plaintiff John Waddell the sum of \$800-00, with interest thereon from the 6th April 1843 till paid and the costs expended by the plaintiff in prosecuting this suit; that the sheriff, James D Mapeshburg, after giving 20 days previous notice ^{of advertisement in writing} at the Court House, ~~and at other public~~ place or places ~~might be sold~~, and on the premises, do expose to sale by public auction, on a credit of nine months, the land and premises described in the bill, and that he take of the purchaser bond with good security for the purchase money & file the same in the cause. ~~the said sale, which he is to file with the papers in this cause.~~ And make report to Court in order for a final decree

& except a sum in cash sufficient to pay the expenses of sale

Waddill

is } Deane

Vick

A Copy

Report August 25th 1844

Received February 17 1845 of the Clerk of Southampton Assizes Esqr
Five the books mentioned & returned with the within report

Waddill

Southampton Vicount Superior Court. May the 6th 1844.

John Waddill

against
John Vick and Augustus M Vick

Plff }
Dfs } In Chancery

This day this cause came on to be heard on the bill and answer of the defendants and replication thereto together with the exhibit referred to and was argued by Counsel On consideration whereof the Court being of opinion that the deed described in the bill from John Vick to Augustus M Vick bearing date 2^d March 1843 is voluntary fraudulent and void as to the plaintiff, doth adjudge, order and decree that the said deed be set aside. and unless the defendants John Vick and Augustus M Vick or either of them do within sixty days from the date hereof, pay unto the plaintiff John Waddill the sum of Eight hundred dollars with interest thereon from the 6th day of April 1843 till paid and the costs expended in the prosecution of this suit that the Sheriff James D Maspenburg after giving twenty days previous notice by advertisement in writing at the Courthouse and on the premises, do expose to sale by public auction on a credit of nine months except a sum in cash sufficient to pay the expenses of sale, the land and premises described in the bill. and that he take of the purchaser bond with good security for the purchase money and file the same in this cause. and make report to Court in order to a final decree.

Plffs Costs \$23.91 cents.

A Copy

Teste J. R. Edwards Ck

In execution of the foregoing decree I have made sale of the tract of land therein mentioned which was purchased by John Waddill at the price of three hundred and sixty four dollars for which he executed his bond or note obligatory payable nine months after date for \$ 323.81 which is herewith returned. and paid in cash for cost \$23.91

Commissions 16.23 1/2 10.19
J D Maspenburg Depy \$ 364.00
S. B. Hines shff

Wadell

i } Dec
Vick se.

to be entered

R. H. B.

1842. Nov. Term

Waddell Cic-Dep. Cant. - et or: Jun 1844
Vick &c. Decree

This day this cause came on again to be heard on the papers formerly read, and the report of James D Mapenburg the Commissioner appointed in the cause, to which there is no exception and was argued by counsel: On consideration where of, the Court confirming said report, doth adjudge order and decree that the bond executed executed to the said J. D Mapenburg Commr: by John Waddell and A L Williams, filed in this cause, amounting to the sum of \$323.81, be delivered by the Clerk of this Court to the said Waddell, upon his enclosing a receipt for that ~~amount upon a judgment obtained against John Vick by the said Waddell on the 6th April 1843.~~ ^{The said sum of \$323.81 being in part of the fact of the judgment in the proceeding mentioned recovered by} for the sum of \$800.00 The Court doth further order that J. D Mapenburg the Commr: aforesaid execute unto the said John Waddell a deed for the land sold with special warranty, and that the defendants John Vick and Augustus M Dietz pay the costs of this writ

Waddill

~ } Sp^a. in Chy.

Vick

1843 August Rules.

Executed

William A Bell Deputy of

William L Corlette Sheriff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *John Vick & Augustus M Vick*

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery for the County of Southampton, at the Rules to be holden for the said Court on the first Monday in *August* next, to answer a Bill in Chancery exhibited against *them* in the said Court by

John Waddell

And unless *they* shall answer the said Bill within ^{*two*} ~~four~~ months thereafter, the Court will take the same for confessed, and decree accordingly. And this *they* shall in no wise omit, under the penalty of £100. And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-house, the *18th* day of *July* — 18*43*, in the *68th* year of the Commonwealth.

L. R. Edwards

[One Copy to be delivered each Defendant.]

Dorchester County to wit.

This day personally appeared before
me a justice of the peace for the County
of Dorchester, William H. Green and made
oath that he delivered a true copy of the
within notice to John Vick, ^{on the 4th day of September} and the
justus Vick on the 4th day of October
1843 - Given under my hand this

5th day of October

in the year 1843

Wm. D. Hood J.P.

1843 October 19

Wm. D. Hood

2 3/4

Wm. D. Hood

Messrs John Vick and Augustus Vick
Take notice that on the 19th day of Octo-
ber next, at the office of Messrs Ridley
and Goodwyn, in Jerusalem Parish Hamp-
ton County Virginia, between the hours
of sun rise and sun set, I shall pro-
ceed to take the depositions of Edward
D. Nash, ~~James Nash~~ and others, to be
read as evidence on the part of the
plaintiff, in a ch. suit now pendi-
ng in the Circ. Sup. Court of Law
and Ch. for the County of Southampton
on the ch. side of said Court, in which
you are defendant and I am plain-
tiff.

John Waddell

September 18. 1843 -

Waddell

v } Depositions

Vicks

Handed in by G. A. W. Nason Jr.
October 19th 1843.

Depositions of Edmund D. Stark, Arthur Dreyer and others, taken at the office of Messrs Goodwyn & Stridley in Jerusalem Southampton County Virginia on the 19th day of October, between the hours of sunrise and sunset, to be read as evidence on the part of the plaintiff, in a character now depending in the Circuit Court of Law & Ch. for the County of Southampton, on the Ch. side of said court, in which John Vick and Augustus Vick are defendants and John Waddell plaintiff.

Arthur Dreyer having been first duly sworn deposes and says as follows.

I have known Augustus Vick ever since he was a small child, ^{"I think"} he is now about 25 years of age, and I never knew him to be in possession of any property until after he left his father.

Question by plffs Counsel - When did Augustus Vick leave his father, Answer - I think he left his father in the year 1838.

Question by same - Did Augustus Vick own any property whatever before he left his father Answer - I never knew that he ever owned

any - whilst he lived with his father. Question by same - Where has said Vick lived since he left his father - Answer, he ~~has~~ lived

at the same place where he now lives on a piece of land called, Colliers, ^{which} belonging to Mr John Vick. Question by same - what

means said Vick means of acquiring money or property, during his stay with his father, and what since he left his father

Answer - he had no other means of acquiring money or property, ^{that I know of} except from a small school, which was worth I think about \$60 or \$70 pr year. I think he taught school, ^{for} about

the years, previous to 1838, and before he was of age - This only means of acquiring property since he left his father, have been from a small one horse farm, and from his aunt which I think was worth nothing.

Question by plff. what was Aug: Vick's age, when he left his father and went to live on the land which you mentioned Answer - I believe it was the year he was 21 years of age - Question by same Did you ever hear Mr John Vick the father of Aug: Vick, say any thing about the land mentioned - Answer - I have heard him say that he bought it - for his son Augustus - I have heard him say that his son purchased it - Question by Dept. how far was John Vick's farm from the land in dispute, on which Aug: Vick lives - Answer - I think about five miles - Question by same Did John Vick's negroes work on the farm on which Aug: Vick lived - Answer - I have known him to send them there - Question by same do you know whether John Vick exercised ownership on the land and which Aug: Vick lives, Answer - I think not - I do not know that he ever had any thing to do with it since Aug: Vick has lived there, and further the deponent says not

Arthur Drury

Robert Vick's having been first duly sworn, deposes and says as follows -

I think that Augustus Vick is now about 26 years of age and that he left his father about 4th years since and went to live on the tract of land called, Colliers, which his father bought of the heirs of Capt. Briggs - I have known said Aug: Vick ever since he was a boy, and have

lived near him - and I never knew him to have any money or property of his own except what he might have obtained from a small school which he taught before he became of age, which must have been very inconsiderable - and further the deponent says not

Robt. Risky

Collected D. Nash having been first duly sworn deposes and says as follows -

Last Spring - on the 6th of April 1843 - Mr John Vick came into the clerk's office for the purpose of getting acknowledged a deed of trust which he had made to certain creditors, and taking out of his hat or pocket a deed, said, that here is a deed of gift which I have made for my son Augustus - I gave him the land some 3 or 4 years since and have never yet made him a deed - Question by plff. what land was conveyed in the deed which he gave you to record, and said was a deed of gift to his son - Answer - it was called in the deed, "the ^{land he purchased of the} Colliers tract - ^{heirs of Capt. Briggs} containing 966 acres and bearing date March 4th 1843 - and further the deponent says not -

E. D. Wright Nash

The above depositions were taken, sworn to and subscribed, at the time and place mentioned in the caption, before me a justice of the peace - Given under my hand this 19th day of Oct: 1843 -

J. P. Stewart

Waddell

Exhibited with Bill

Vale

Atch

City Council

Waddell

The Commonwealth of Virginia

To The Sheriff of Southampton
County - Greeting: we Command You, that of the goods and chattels
of John Vick late in your bailiwick you Cause to be made
the sum of eight hundred dollars with legal interest thereon
from the 1st day of April 1843 till paid which John Waddill
late in our Circuit Superior Court of Law and Chancery for
Southampton County hath recovered against the said
John Vick for debt also five dollars and forty five Cents
which to the said John Waddill in the same Court were
adjudged for his Costs by him about his suit in that behalf
expended: whereof the said John Vick is Committed as appears
to us of record, and how you shall have executed this writ
make known at the Clerk's Office of our said Circuit
Superior Court of Law and Chancery, at ^{the} rules to be holden
for the said Court on the first Monday in July next.
And have them there this writ. Witness Litchford B.
Edwards Clerk of our said Court at the Court house this
15th day of April 1843 in the 67th year of the Commonwealth

L. R. Edwards Clk

"Sheriff returns: No Effects W^m. J. Schell Dy of W^m
L. Everett skff"

Attest

John L. R. Edwards Clk

This Indenture made this 4 day of March 1843 between
John Vick & wife Polly of the County of Dorsethampton and
parish of Natarway of the one part and Augustus M Vick
of said County of the other part Witness that the s^d John
Vick & wife for an inconsideration of the sum of One
thousand dollars current Money of Va to him in hand
paid by the said Augustus M Vick the receipt whereof
is hereby acknowledged and therefore doth agree and
discharge the said Augustus Vick his heirs and assigns
by these presents them the said John Vick and wife
Polly have granted bargained & sold & by these presents
doth grant bargain and sell unto the said Augustus M
Vick and his heirs or assigns forever One Certain tract of
Land lying and being in the County aforesaid containing
by a late survey two hundred and sixty acres and is the
land which was allotted to Miss Sally Briggs lying on the
Caswell's Swamp which land I purchased of the regents
of s^d Briggs with the houses, ways, waters, water courses
profits and appurtenances whatsoever to the said planta-
tion or tract of land whatsoever belonging or appertaining
to the right title interest or claim of him the said John
Vick and wife or these heirs to him the s^d Augustus
Vick to him and his heirs forever To have and to hold
the said plantation or tract of Land to him and his
heirs forever the right and title of the said Land the said
John Vick and wife Polly doth agree to warrant and defend
against all persons or any person claiming or demanding
the same or any part thereof. In Witness the said
John Vick & wife have hereunto set their hands and
affixed their seals this above date

Test

John Vick Seal

Dorsethampton County In the clerks office the 6th day
of April 1843 This deed of bargain & sale from John
Vick and wife to Augustus M Vick was acknowledged

by John Vick a party thereto and admitted to
Beard

Teste L.R. Edwards & C^y

Copy

Teste. L. R. Edwards & C^y

Vick

to E. Dine - Copy

Vick

Maddie

to E. Dine with file

Vick

Waddell

v. } Exhibit,

Vicks

Filed with Gft. annex

John W. Wain
Recd.

208
Jan'y. 17th 1843

Rec^d. of Major Jos. Vutk two bonds one
against Annyton Vutk of this date for ~~the~~
six hundred & twenty four dollars & sixty
five cents & one against Gilbert Drury bear-
ing date the 8th Jan'y. 1842 for four hun-
dred & seventy seven dollars. The said bonds
are placed in my hands & ~~consigned~~ ^{consigned} to me
by the said John Vutk as collateral secu-
rity to a bond which is due me by said
John Vutk bearing date the 20th Sept 1842 for
fifteen hundred dollars. If I collect the said
bonds I am to place the amounts rec^d. by me
as a credit on the said John Vutk's bond.

John Waddie