

1854-0/5

SOUTHAMPTON
CHANCERY

COUNTY
PAPERS

VICK VS. VICK et al

11/1854

Other SURNAMES: Drewry,
Whitney, Atkinson, Wells,
Wills, McClenny, Hunley,
Harris, Kitchen, Johnson,
Rowe, Chappel, Charles,
Murfee, Lain, Griffin,
Gardner, Doles, Turner,
Bradshaw, Drake

Vick

2 } Papers

Vick

1854 November

Southampton.

Vick

~ } Stat Rules

Vick &

Mary Vick

v.

Jesse B Vick & others

1851 Feby 4th Subpoenas issued

" March Rules. Subps. ret. Executed on all the Dfts except Christopher Vick. Bill filed
of decree nisi v. Dfts. Jesse B Vick, Delila Vick in her own right & as administratrix of
James Vick dec. Benjamin F Vick in his own right & as administratrix of John Vick. Amos
Drewry & Susan his wife & Daniel Vick

" April (Last Monday) SR Edwards appointed for additions to infant Dfts. answers of
infants filed Gen. Rep. Bill taken for confessed as to adult Dfts.

" " (Last Monday) Cause set for hearing &c.

" May 1. Ans. of Jesse B. Vick & Delilah Vick. Gen. Rep.

" Nov " Continued

1852 Nov. " Decree for account.

1852 Nov. " Final decree

Vick

to } Bill

Vick

1851 March Ridley

Zick
7
Zick
Bill

1851 March Rules

To the Hon. Richard H Baker Judge of the
Circuit Court of Southampton County

In Chancery
Humbly complaining sheweth unto your
Honor, your Oratrix, Mary Vick, that in the
month of November 1843 her late husband
John Vick being considerably indebted, con-
veyed the whole of his estate both real and
personal to one Jeph. B Vick in trust to se-
cure certain debts due from the said John
Vick to James Vick and also other debts
for which the said James Vick was bound
as his surety. The real estate so conveyed con-
sisted of a large and valuable plantation con-
taining about One Thousand & Three Hundred
acres, and a smaller plantation commonly
known as the Vick's mill plantation contain-
ing about Three Hundred & Sixty acres, in
both of which your Oratrix had a right of dower,
which she had refused to relinquish by joining
in the deed conveying said property to Jeph.
B Vick trustee as aforesaid. Some time
after the execution of said deed, James Vick
the beneficiary therein named finding that
the right of dower which your Oratrix held
in the larger tract of land would render its
sale much more difficult and much less
productive, proposed to your Oratrix that if
she would relinquish her right of dower
in the said larger tract of land, he would
purchase and sell on her for her own
separate use and benefit the said Vick's mill
tract, which was not more than a fair
equivalent to her right of dower. Your

Oratrix acceded to his proposition and united in a deed dated the 16th day of October 1843 conveying said large tract of land to Robert S. Griffin who purchased it for the sum of Three Thousand Dollars, and the said James Vick in pursuance of his said agreement with your Oratrix purchased the said Vicksville tract and placed your Oratrix and her family in possession of it, where she has remained ever since. But the said James Vick never executed a deed settling said land on your Oratrix as he had promised, and your Oratrix thinking it might be done at any time and being in the quiet enjoyment of the property never pressed him to do so until in the year 1849 he died intestate, and at the Term 1849 of the County Court of Southampton administration of his estate was granted to Delila Vick his widow who qualified according to law. After his death your Oratrix continued in possession of said land as before until the death of her late husband the said John Vick which event occurred in the month of August last, when very much to her surprise she discovered that James Vick had in the year 1847 on the 27th day of October executed a deed of bargain & sale conveying said Vicksville tract of land to her husband the said John Vick and that the said John Vick had on the same day executed a deed of trust conveying said land to Leff B. Vick trustee for the purpose of securing to the said James Vick the amount of the purchase money all of which your Oratrix affirms she was profoundly ignorant of and

that after the death of her late husband - Copies of all the said deeds above referred to, are herewith filed marked (A), and prayed to be taken as parts of this bill.

Your Oratrix is advised that the sale of James Vick to John Vick was a fraud upon her rights, and that the said James Vick had no legal authority to sell the said land and your Oratrix having the equitable title and being in possession, and that the said last mentioned deed of trust from John Vick to Leff B. Vick is without effect so far as the rights of your Oratrix are concerned. That a court of Equity will declare the whole of said transaction to be fraudulent and void and direct a title to said land to be made to your Oratrix by the heirs at law of James and John Vick. The heirs at law of John Vick are Louisa A. former of Vick who has intermarried with Amos Drury, Benjamin F. Jarvis, Christopher C. Sebastian C. Franklin, and Victoria J. Vick. The last three infants of tender years, and the heirs at law of James Vick are Andrew J. James, Joseph S. Leff and

Vick all infants of tender years - Your Oratrix further charges that since she has been in possession of said plantation under the afore said agreement with James Vick, a Stone House situated on the premises was rented out for several years & and with her consent, and a considerable part of the rent amounting to about Two Hundred & Fifty Dollars was received of James Vick for her benefit, for which amount she totally failed to account to her in his lifetime, nor has the said sum

been paid to her since his death by his administration.

In tender consideration of all which and in as much as your oration is without remedy in the premises except in a court of Equity where matters of fraud are properly cognizable: To the end therefore that justice may be done, She prays your Honor to make Lefebvre Vict. Delila Vict. in her own right and as administratrix of James Vict. decd, Benjamin Vict. in his own right and as administrator of John Vict. decd, Amos Freemy and Louisa & his wife, Daniel, Christopher C, Sebastian C Franklin, Victoria S, Andrew S, James, Joseph & Lefebvre and Vict. parties defendants to this bill and that the ordinary writ of Subpoena may issue against them; That some fit and proper person may be appointed guardian ad litem to protect the interest of the infant defendants, and that all of said defendants may be compelled to make answer on oath to all and singular the matters herein before stated and charged as fully and particularly as if the same were herein after repeated and they thereto distinctly interrogated - That the said Delila Vict. administratrix of James Vict. may state what amount was received by her in full for the rent of said Store House, and that your Honor will direct the same to be paid to your oration. - That your Honor will further declare the deed from James Vict. to John Vict. dated the 27th day of October 1847 and the deed of trust of the same date from John Vict. to Lefebvre Vict. for the benefit of James Vict. to be null and void,

and will compel the Defendants to this bill to
make and execute to your Graciness a proper com-
pliance of said Victorian platation - And that
your Honor will grant such other and general
relief in the premises as Equity may dictate,
and as in duty bound she will ever pray &c
May it please your Honor &c

Mary Vick
By Chambliss & Massenburg
her Attorneys

Zick } answer of
Zick }
Zick &c } Infants

1851 April Rules

The joint & several answer of Christopher C,
Lebastian C, Franklin, Victorio J, Andres J,
James, Joseph D, Sept and Vick, infants
under the age of seven & one year by L R Edw-
ard their guardian ad litem, to a bill of com-
plaint filed against them &c of Mary Vick
These Defts now and at all times saving &
reserving &c, for answer to the said bill of
complaint or so much thereof as they are
advised it is material or necessary they should
make answer unto, answering severally,
say that they are ignorant of the allegations
of the said bill, and being infants of under
years they submit their rights and interests
to the care & protection of this Honorable
Court, and having answered they pray
leave to be dismissed with their reason-
able cost &c

Chambliss & Hopewell
Attys

Back
as 3 Answer
Back 4 also

1871 May Term

To The Hon. Rich^d. H. Baker, judge of The Circuit Court
of Southampton County, in Chancery —

The answer of Delilah Vick in her own right and
as administratrix of James Vick dec^d. to a bill of
complaint exhibited against her and others, by Mary
Vick, in The Circuit Court of Southampton County,
in Chancery —

This defendant saving and reserving to herself all
benefit of just exception to the said bill, for answer thereto
or so much as she is advised it is material for her to
answer, answers and says — That she admits that
John Vick, the late husband of Mary Vick, did sometime
in the year 1843, make a conveyance of property real and
personal, to James Vick late husband of your respondent,
for the purpose of securing certain debts due from the
said John Vick to the said James Vick and also other
debts for which the said James Vick was bound as his occu-
-pation — Your respondent also admits that Mary Vick did
relinquish her right of dower to a tract of land which
was thus conveyed, and which was afterwards sold
and purchased by Robt. G. Griffin, but denies that James
Vick ever made such an agreement with her as is
stated in her said bill — Your respondent states this
on the substance of the agreement which was made
between James Vick and Mary Vick — That if
Mary Vick would relinquish her right of dower to
the tract of land that Robt. G. Griffin purchased, that
he would buy the Vickville plantation and that she
should have a home there for life. He deemed this,
in consideration that her right of dower could not
be enjoyed until the death of her husband, more than
a fair equivalent for her right of dower. Your respon-
-dent states that James Vick never intended and never
promised to give to Mary Vick a title in fee-simple to

the said plantation. That all he intended and promised her was, that she should have a home there for life, and this he would have performed, and your respondent ever since his death has been willing to perform. Your respondent heard James Vick make these statements not only at the time the agreement was made with Mary Vick, but frequently afterwards. In pursuance of the aforesaid agreement James Vick purchased the said plantation and placed John Vick and Mary his wife in possession of it. Your respondent states that James Vick was strongly attached to his uncle John Vick and Mary his wife, and that he was nearly the only friend who aided them in the misfortune which befell them in 1843, and she cannot but express her surprise and astonishment when she heard that Mary Vick intended to claim and sue for a title in fee simple to the aforesaid plantation. That after the death of James Vick she intended to carry out the agreement made by him with the plaintiff, and did not intend to disturb her in the quiet possession of the aforesaid plantation so long as she lived.

Your respondent further states that in consequence of the strong attachment of James Vick for John Vick, that he was incapable of refusing any reasonable request that John Vick might make of him, and that it was at his urgent solicitations that he consented to give him a deed for the said land in 1847. Your respondent denies that there was any fraud in the transaction, but that it was sold to John Vick at his own request, who states that he wished in the event of his death to provide a home for his family - notwithstanding the said deed James Vick had it still in his power to comply with the agreement made by him with the plaintiff in this bill -

Your respondent is advised that the legal title to the said plantation is not in the heirs of James Vick, and even if the agreement between James Vick and Mary Vick were such as is stated in the plaintiff's bill, which this defendant most positively denies, the plaintiff would not be entitled to relief in this Court, but would have to sue for damages at law -

Your respondent does not know that her intestate ever received any amount for the rent of the Store House, but she does not believe from her understanding of the agreement entered into by James Vick with Mary Vick, that Mary Vick was entitled to the said rent -

And the said defendant denies all fraud to and having thus answered, prays to be hence dismissed with her costs &c

Ridley & Goodwyn &
Cott - J. G.

Southampton County to-wit:

Silalah Vick made oath before me, a justice of the peace in and for the said County, that the matters stated in the foregoing answer, so far as they are stated to be of her own knowledge are true, and so far as she has heard them from others and expresses her belief of them, she does believe them to be true. Given under my hand this the 25th day of April 1881 -

J. M. Cott J. P.

Bick
vs. 3 Answer.
Bick et al.

1951 May Term

To The Hon. Rich^d. H. Baker, judge of The Circuit Court of Southampton County, in Chancery.

The answer of J^{es} B. Vick to a bill of complaint exhibited against him and others by Mary Vick in The Circuit Court of Southampton County, in Chancery -

This defendant saving and reserving to himself all benefit of just exception to the said bill, for answer thereto or so much as he is advised it is material for him to answer, answers and says - That he knows nothing of the agreement between James Vick and Mary Vick as stated in the plaintiffs bill - He admits that he is trustee to a deed of trust bearing date the 27th day of October 1847, from John Vick to James Vick made to secure the purchase money for the Vickville plantation - He states that John Vick purchased the said plantation from James Vick for the sum of \$705.00. and gave a deed of trust on the said land to secure the payment of the purchase money - He denies that there was any fraud in the said transaction - That James Vick did not propose or desire to sell the said plantation to John Vick, but that he did it at the urgent and pressing solicitations of John Vick - John Vick stated as one of the reasons why he wanted a title to the said land, that he would then be entitled to receive the rent for a store house situated on the said land. Your respondent states that James Vick never expected that John Vick would be able to pay for the said land, as he was then largely in debt, had no property and a large family to support, but that it was merely to gratify his wishes that he consented to give him a deed for it.

And the said defendant denies all fraud &c and having thus answered, prays to be hence dismissed with his costs &c

Widley & Gentry
& Cobb, L^r.

Northampton County to-wit:

Jose B. Vick made oath before me, a justice of the peace in and for the said County, That the matters stated in the foregoing answer, so far as they are stated to be of his own knowledge, are true, and so far as he has heard them from others and declares his belief of them, he does believe them to be true. Given under my hand this 28th day of April 1854.

Wm. C. Vick (J.P.)

In Southampton Circuit Court, November 10th 1852.

Mary Vick

Deft

against

Jose B. Vick & others

Defts

The Bill in this cause having been taken for confessed at the rules as to all the defendants except the infant defendants, and Jose B. Vick and Delilah Vick and they still failing to answer the said bill, the cause came on to be heard on the bill, answers of the infant defendants answers of Jose B. Vick and Delilah Vick, replications thereto exhibits & examinations of witnesses and was argued by Counsel. On consideration whereof the Court doth adjudge, order and decree that J. R. Edwards, hereby appointed special Commissioner for the purpose, take an account showing the value of the plaintiffs Mary Vicks dower interest in the land conveyed by John Vick to the said Mary Vick his wife to Robt G. Griffin in the proceedings referred to at the time the said conveyance was made (showing) also the absolute and annual value of the Land in the proceedings mentioned called "Vicksville" and report to Court with any matters specially stated deemed pertinent by himself, or which may be required to be so stated by either of the parties

Attest

Teste,

Henry S. Howard, C. C.

The parties will take notice that on Friday the first day of April next at the Clerk's Office of Southampton County I shall proceed to take the account directed by the above decree. Given under my hand the 7th day of March 1853.

J. R. Edwards sp. Com.

Edwin R. R. 1. day.

We do hereby acknowledge the
Service of the within Notice ---

Delilah Wick

J. B. Wick

Mary Wick

Wick

as

Wick } Copy down
Johns

Continued till 21st May 53

30 July "

1st May 54

vick
v. 3
Vick

Deem to be
entired
R. H. Baker
Nov. Co. 52

with us with.

The bill in this case having been taken for contempt at the rules as to all the defendants, except the infant defendants, and Luke B Vick and Deborah Vick - and they still failing to answer the said bill - the cause came on to be heard on the bill, answers of the infants, defendants, answers of Luke B Vick and Deborah Vick, applications thereto, exhibits & affidavits of witnesses and was argued by counsel - On consideration whereof the court with adjournment over and over - That L. R. Edwards, hereby appointed a special counsel for the purpose - take an account showing, the value of the Plaintiffs Mary Vicks, some interest, in the land conveyed by John Vick & the said Mary his wife, to ~~Robert G. Gaffier~~ ^{Robert G. Gaffier}, in the proceedings referred to - at the time the said conveyance was made - & showing also the absolute and annual value of the land in the proceedings mentioned, called Vicks v. Vicks and report to be made with any matters specially stated, and pertinent by himself - or which may require to be so stated by any of the parties

bill

as

been

bill

To be entered

R. H. Baker

Nov. Term 1854.

1854 November Term

Wick
Wick
Wick

This day this cause came on to be finally heard on the papers formerly read on the report of Lewis. Edwards, made under a decree of this court, rendered at November term 1852 exceptions filed thereto, and was argued counsel On consideration whereof - the court with concurrence the said exceptions - and confirmed said Report, and by consent of Mary Wick with adjournment and decree, that Wm. Wolcott, who is hereby ~~appointed~~ appointed a commissioner for the purpose, convey to the said Mary Wick her and arising her life, the tract of Land, in the proceedings of this cause mentioned - called "Wicksville" containing, about three hundred and sixty ~~acres~~ ^{acres}, and that ~~each~~ ^{the} parties, respectively pay the costs by them expended in this cause -

Vick

& Zspa chy.

Vick Brothers

1851 March Rules

Executed, Feb ¹⁴/₁₀

1851, C. O. Goodrich. D. J.

R. W. Field. Shff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of ^{Brunswick} ~~Southampton~~ County, Greeting:

We command you that you summon *Amos Drury & Louisa & his*
wife

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 *March*
next, to answer a Bill in Chancery exhibited against ~~them~~ ^{others} in the said Court by

Mary Wick

~~And unless~~ shall answer the said Bill within 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 *4th* day of *February* 1851, in the
7th year of the Commonwealth.

L.R. Edwards

[One Copy to be delivered each Defendant.]

Vick

{ Sp. Chy

Vick & ad

1851 March Rules

Executed, on Jesse Vick
Selila. Vick Benj. Vick
Samuel Vick Gabaelm
Franklin Victor
~~Wick~~ Gard on
Andrew J. James. Jasper
S. and Jesse Vick through
Jesse Vick

James A. Lillie
Dpty of the Myraet
Thy

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *Sept B. Vick Dehler Vick in her own*
right and as administratrix of James Vick dec^d, Benjamin F
Vick in his own right and as administrator of John Vick dec^d, Daniel
Christopher C. Sebastian C. Franklin, Victoria J. Andrew J.
James Joseph D. Sept & 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 *March*
next, to answer a Bill in Chancery exhibited against *them & others* in the said Court by

Mary Vick

And unless ~~shall answer the said Bill within 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 *4th* day of *February* 1851, in the
75th year of the Commonwealth.

L R Edwards

[One Copy to be delivered each Defendant.]

$$\begin{array}{r} 12\frac{1}{2} \\ \hline 140 \end{array}$$

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *Jose B Vick. Delia Vick in her own right and as administratrix of James Vick dec. Benjamin F. Vick in his own right and as administrator of John Vick dec. Daniel, Christopher C. Sebastian C. Franklin, Victoria J. Andrew J. James. Joseph D. Jose y 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 *March* next, to answer a Bill in Chancery exhibited against *them y.* ^{thurs} in the said Court by

Mary Vick

And unless ~~shall answer the said Bill within four months thereafter, the Court will take the same for confessed, and decree accordingly.~~ And this ~~this~~ 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 *4th* day of *February* 1851, in the *75th* year of the Commonwealth.

L.R. Edwards Clk

[One Copy to be delivered each Defendant.]

Vick

7 } sp^a

Vick

8 day March 1857.

Exerts
James A. Gillett
Stry of Ab
Myrick
Thy

The Commonwealth of Virginia:

To the Sheriff of Southampton County, GREETING:

We command you to summon *Arthur & Druery Johnston Gardner*

at Uicksville in the
to appear ~~before the Justices of our County Court~~ of Southampton, ~~at the Court~~
~~House~~, on the ~~first~~ ^{8th} day of the next quarterly term, to answer *March next to testify*
and the truth to say in behalf of Mary Vick against Jeph B. Vick & others
And this they shall do in due oath under the penalty of \$100 -

And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our
said Court, at the Courthouse, this ^{1st} day of *March* 1851,
in the *75th* year of the Commonwealth.

L. R. Edwards

Vick

2 } Sp^r

Vick

1851 March 18th

Excused
James A. Gill
Spre of Mr. Myrath

The Commonwealth of Virginia:

To the Sheriff of Southampton County, GREETING:

We command you to summon *Arthur Drury, Arington Gardner & Robert G. Griffin*

at the Office of Chambers & Mapinburg
to appear before ~~the~~ Justices of our County Court of Southampton, at the Court
House, on the ^{18th} ~~first~~ day of the ~~next quarterly term~~, to answer *present month (March)*
to testify and the truth to say in behalf of Mary Vick against Jesse B. Vick
& others

And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our
said Court, at the Courthouse, this *12th* day of *March* 1851,
in the *75th* year of the Commonwealth.

L. R. Edwards ds. Ck

Y
Vick
Vick & Co
Notice

Executed July 28
Joshua Prentiss dept
of S. Kello Shff

To Jeph Lick & like Lick administration of James Lick,
and in her own right Andrew J, James, Joseph &
and Jeph Lick

Take notice, that on the 5th day of next August
between the hours of nine A.M. and six P.M.
at the poor house in the county of Southampton
I shall proceed to take the depositions of cer-
tain witnesses to be used as evidence for me
in a suit now pending in the Circuit Court
of Southampton; wherein I am Plaintiff
and you are Defendants

Given under my hand this 20th of July 1851

Mary Lick
by Chambliss & Mappenberg
attys

Bick
vs { Notice
Bick et al.

April 21th 1882

Executed

James A. Gillette *atty*
for Jesse Parker Paff

To Mrs. Mary Vick;

Take notice, That on Tuesday The 20th day of April 1852, between the hours of nine in the forenoon and six in the afternoon of that day, at the office of W^m. S. Goodwyn in the Town of Jerusalem, we shall proceed Take the depositions of Collin Kitchen & others, to be used as evidence for us in a suit now pending The Circuit Court of Southampton, wherein you are plaintiff, and we, Delilah Vick and others are depts. and if from any cause the depositions should not be completed on that day, They will be adjourned from time to time until They are completed -
Given under our hands This The 7th day of April 1852 -

Delilah Vick & others -

Vick

n 2 sp.

Uick

29 May 1952

Excited on
Robt. McIsles..
Mordica Bradshaw
P. & Rollins..
The other parties
not found.

Janus A. Galt
spy for J. Parker
Guff

The Commonwealth of Virginia:

To the Sheriff of Southampton County, GREETING:

We command you to summon *Robert M. Dea. Matthew Harris. Susan Drake.*
Harmon Gardner. Mordecai Bradshaw. J. P. H. Rollings

to appear before ~~the~~ ^{29th} Justices of our County Court of Southampton, at the Court
House, on the ~~first~~ ^{May 1852} day of ~~the next~~ quarterly term, to answer *testify & this writ to speak*
in behalf Mary Wick against Delilah Wick & others

And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our
said Court, at the Courthouse, this *19th* day of *May* 1852,
in the *76th* year of the Commonwealth.

L. R. Edwards

✓
Lick }
i } Notice
Lick }

Executed
James A. Gillitt
Sply for J. S. Parker

To Solilo Vick and Jesse Vick

Take notice that on
the 29th of May 1852 between the hours of nine
A.M. and six P.M. at the Office of Chamberliff &
Mappenberg in the Town of Gen. Salem, I shall
proceed to take the depositions of certain wit-
nesses to be used as evidence for me in a
suit now pending in the Circuit Court
for the County of Southampton wherein I
am Plaintiff and you and others are Defen-
dants

Mary Vick
By Chamberliff Mappenberg.

Vick

2 {Sp.

Vick

5th August 1852 at the Poor
house.

Executed on Matthew Har-
ris, Robt M Diles, Susan
Drake, Harmon Gardner &
Mordesai Bradshaw.

Joshua Bettlor. S. p. ly
of S Kello Shff

Executed on Patrick S.
Rollings

S. Kello Shff.

The Commonwealth of Virginia:

To the Sheriff of Southampton County, GREETING:

We command you to summon *Robert M. Dales. Matthew Harris. Susan Drake
Norman Gardner Mordican Bradshaw & P. H. Rollings*

at the poor house in
to appear before ~~the Justices of our County Court~~ of Southampton, at the Court
House, on the ~~1st~~ ^{1st} day of ~~the~~ ^{August} next quarterly term, to answer ~~to~~ *to testify and the truth*
to speak in behalf of Mary Vick against Delilah Vick & others

And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our
said Court, at the Courthouse, this *21* day of *July* 1852,
in the *77th* year of the Commonwealth.

L. R. Edwards

21st

21st

Notice

Executed on Susan
Drake August 25/1852
on Mordecai Bradshaw
August 26/1852 & on
P. H. Rollings August 31
1852. by delivering a copy.
To each. Hullo Shiff

To Mendon Bradshaw Sally Drake and
P H Hollings: You are hereby summoned
to appear before me a Commissioner in
Chancery for the County of Southampton, at
my office in the town of Lanesdown on the
first Monday in Sept next to give evidence
in the suit now pending in the Circuit
Court between Mary Vick Plff, and Se-
lie Vick de Defs; and in this you shall
in no wise fail under the penalty of the
law: Given under my hand this 23^d
of August 1852

William W Cobb Commr.

back

to } notice-

back

To Mrs Mary Vick:

You will take notice that I shall proceed, on Friday the 15th of October 1852, at my house, between the hours of nine in the forenoon and six in the afternoon, to take the depositions of Mary Vick & others, to be used as evidence in my behalf in a suit depending in the Circuit Court of Southampton, wherein you are plaintiff and myself & others defendants - Given under my hand this 14th day of October 1852 -

Delilah Vick -

We acknowledge seeing the above notice

Chambers Mapesbury attys for Plffs

The Commonwealth of Virginia,

To the Sheriff of Southampton County, Greeting:

WE COMMAND YOU TO SUMMON *M^r. J. Sebrall. M^r. A. Bell. Lollin Kitchen*
John Davis & Arrington Gardner

to appear before the *County* of our *Seventh* Court of the County of South-
ampton, at the Court House of our said County, on the *1st day of April next*

to testify and the truth to say on behalf of *Delilah Wick admo James Wick & others*

in a certain matter of controversy in our said Court, before the said *County* depending
and undetermined, between *Mary Wick*

Plaintiff and *Delilah Wick admo*

Defendant ; and this *they* shall in no wise omit, under the penalty of \$300. And have then there this
Writ. Witness LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House, the *23^d*
day of *March* 18 *53*, in the *77* year of the Commonwealth.

L R Edwards Clerk

Entered on William A. Bell,
Mr. J. Seabrook not found.

Charles J. Wells
Left
for Same Wells Shift

Vick

to } Sp.

Vick &

1st day of April 1853

Executed on
Collins Kitchen; John
Davis; and Arlington
Gardner -
John Prettow
Deputy for
Same Wells Shift

Vicks

and } Sp^r.

Vicks

To 1st Monday in Sept^r '53

Executed on all
but Bell -
John Pettore Sept^r
for Saml^e Kello Giff.

Ex. on Wm. A. Bell

S. Kello Giff.

The Commonwealth of Virginia,

To the Sheriff of Southampton County, Greeting:

WE COMMAND YOU to summon *William A Bell Collin Kitchen John Davis & Arrington Gardner*

to appear before the *Commissioner* of our *Quorum* Court of the County of Southampton, at the Courthouse of our said County, on the *1st Monday in September next*

to testify and the truth to say on behalf of

Delilah Vick adm^x James Vick dec^d

in a certain matter of controversy in our said Court, ~~before the said~~ depending
and undetermined, between *Mary Vick*

Plaintiff and *said Delilah Vick & P*
Defendant; and this *day* shall in no wise omit, under the penalty of \$300. And have then there this
Writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House, the *22^d*
day of *August* 18*53*, in the *79th* year of the Commonwealth.

LR Edwards Clerk

Vick

~ } Depositions

Vick *W*

1857. Octo 20. handed in by John
Cobb, J. P.
L. R. E.

The depositions of Arthur Drury & Shugars Laine
taken at Vicksburg on the 18th of October 1881
by consent to be read as evidence in a suit
now pending in the Circuit Court of Louisiana
between Delila Vick de Deft and Mary
Vick Plff; on behalf of the Plff

Shugars Laine being first duly sworn depo-
sition & said as follows

Question by Plff: What was the apparent location
of John Vick & Mary his wife in the autumn of 1843
and what were their respective ages at that time
Ans. John Vick was about forty nine years old in
1843 and his wife about forty three. John Vick
was sometimes subject to disease, his wife was
several times healthy in 1843 I should have
supposed his wife would be the longer
living probably and further this deponent said

Shugars Laine

Arthur Drury being next duly sworn deposition
and said as follows

Question by Plff: What was the apparent location
of John Vick & Mary his wife in the autumn of 1843:
what were their respective ages at that time: What
was the Vicksburg tract of land worth and what
did James Vick pay for it

Answer: John Vick in 1843. was in apparent
good health, with the exception of
occasional attacks of rheumatism, he was
addicted to intemperance, and it was
generally thought that, his intemper-
ance would produce premature
death; John Vick was about forty nine
years of age in 1843: his wife was
in good health in 1843. and about
forty three years of age

I think, the proper evidence were at that time, that Mrs. Vick would be the longest lived; The Vick, Vill plantation sold for seven hundred and five dollars; which I think ^{was} its value at that time; further this deponent saith not.

Arthur. A. Harvey

The above depositions were taken sworn to and subscribed at the time & place mentioned in the caption before me a justice of the peace in and for the County of San Juan N.M.

Protocol // 29

Vick

to } Depositions

Wick

Standen in by com. Cobb. March 18
1857.

L. R. E.

The depositions of Arthur A. Drury Robt. G. Griffin and Arrington Gardner taken by consent of parties before me, Wm. W. Cobb a Commissioner in the Circuit Court of Southampton, at Jerusalem ^{on the 18th day of March 1859.} in the County of Southampton, to be used as evidence for the plaintiff in a certain suit depending in Chancery in the Circuit Court of Southampton wherein Mary Vick is plaintiff and Jpe B. Vick and others are defendants.

Robt. G. Griffin being first duly sworn deposes and says as follows. Sometime in the year 1843 James Vick asked me to buy the tract of land on which I now live. I asked him if Mrs. Vick would make her right to the said land, and told him that I would not buy it at any price unless I could get her right, and I told him moreover that I would not persuade Mrs. Vick to make her right knowing her husband's situation. He told me that if I wanted the land he reckoned there would be no difficulty in obtaining her right, because if she gave up her right of dower in the said tract of land that he would give her a right to the Vicksville land which he told me he had a deed of trust on - I understood that James Vick from the conversation I had with him relative to the said tract of land that he intended to give Mrs. Vick a title in fee-simple to the Vicksville land, in consideration of her ^{her right of dower to} relinquishing the tract of land that I purchased - and - I think a title in fee-simple to the Vicksville land was worth more than

Mr. Vick's right of dower in the tract of land that I purchased ^{taking into consideration what each tract sold for} under the circumstances then existing I think that James Vick would have made a good bargain to have given her a fee-simple interest in the Vicksville land in consideration of her giving up her right of dower in the tract of land that I purchased, because I think that the tract of land that I purchased would not have sold for one half that it did if her right of dower had not ^{been} given up. I gave \$3000. for the said tract of land.

R. Griffin

Sworn to and subscribed before ~~me~~ The day and year first mentioned -

Wm. W. Cobb Com.

Arthur A. Drury being first duly sworn deposes and says as follows. All that I know in relation to the matter is that I heard James Vick say that if Mr. Vick would relinquish her dower interest in the homestead plantation that she should have the Vicksville plantation. I cannot say positively that I understood James Vick to mean that he would give Mrs. Vick a life estate, or a fee-simple estate in the Vicksville land.

I was present when the conversation took place, referred to in Robt. G. Griffin's deposition. I had frequent conversations with James Vick and he told me that if Mrs. Vick did not give ^{up} her right of dower in the tract of land that Robt. G. Griffin purchased that he would lose \$1500, or \$2000. by John Vick. I think that a fee-simple interest in the Vicksville land was worth more than Mr. Vick's right of dower

in the tract of land that Robt. G. Griffin purchased, but under the circumstances I think the relinquishment of Mr. Vick's right of dower was worth more to James Vick than the Vicksville land. I never heard any conversation between James Vick and Mary Vick in relation to her dower interest. Shortly after the sale of the plantation to Robt. G. Griffin John Vick and his wife, Mary Vick and children moved to the Vicksville plantation, where they have remained ever since.

Arthur A. Drury -

sworn to and subscribed to before me the day and year first mentioned.

Wm. W. Cobb

Arrington Gardner being first duly sworn deposes and says as follows. James Vick and myself were often together, and he said if Mr. Vick would give up her right of dower in the tract of land that Robt. G. Griffin afterwards purchased that he would give her up the Vicksville plantation. I understood from the conversation that I had with James Vick ^{after Mrs. Vick relinquished her right of dower} that he did not intend to give Mrs. Vick a fee-simple interest in the Vicksville land, but before that time I could not say that he intended to give her a fee-simple interest, or a life estate.

Question by Plaintiff's attorney - After Mrs. Vick moved to the Vicksville land, did you not hear James Vick say that he had placed her in possession of the Vicksville land in consideration of her giving up her right of dower in the tract of land that Robt. G. Griffin purchased.

Answer. I did not.

Questions by defendants attorney - What were your reasons for thinking that James Vick did not intend to give Mrs. Vick a fee-simple title to the Vicksville land.

Answer. After James Vick conveyed the Vicksville land to John Vick, I heard James Vick say that he did not know why the said John Vick wanted a title to the Vicksville land, but that John Vick said he wanted to secure a home for his family after his death.

Arrington Gardner

Sworn to and subscribed before me the day and year last aforesaid.

Wm. W. Cobb Comt

The Plff excepts to the last answer in the preceding deposition of Gardner, and to all of said deposition which states declarations of James Vick, subsequent to the relinquishment of answer.

Wm. W. Cobb Comt

Commissioner's fee \$2.00

Charged to the plaintiff.

W. W. Cobb

Vick

~ } Deposition

Vick & P

handed in by John Cobb. J.P. April
26th 1857.

To The Clerk of The Circuit-Court
of South and Lee County.

The depositions of Iphigene B. Vick and others, taken by consent of parties, at the residence of Mrs. Delilah Vick, on Friday the 25th day of April 1857, to be used as evidence in a certain suit in Chancery depending in the Circuit Court of Southampton County, wherein Mary Vick is plaintiff, and Delilah Vick & others are defendants.

Iphigene B. Vick being first duly sworn depose and says as follows -

Question by defendants attorney - State whether you consider an interest in the Vicksville plantation for life, a fair equivalent for Mrs. Mary Vick's right of dower in the plantation that Robt. G. Griffin purchased, taking into consideration the fact that Mrs. Mary Vick was placed at once in possession of the said Vicksville plantation, and her right of dower in the plantation that Robt. G. Griffin purchased could not be enjoyed until the death of her husband?

Answer - I do consider it a fair equivalent.

I think that it was worth much more -

Question by defendants attorney - State the circumstances of the purchase of the Vicksville plantation by John Vick from James Vick in 1857?

Answer - James Vick stated that he did not desire to sell the said plantation to John Vick, but that he did it at the request of John Vick who stated that he wanted a deed for it so that he could do as he pleased with the said plantation -

Question by defendants attorney - State whether

you rented a Stone House situated on The Vicksville
plantation in 1850, and from whom did you rent
the same?

Answer - I did rent it, and from John
Vick -

Sept. 13, Vick

The plaintiff by her attorney excepts to the
foregoing deposition on the ground that it con-
-tains the declarations and statements of John
Vick and James Vick, and on the further
ground that the said witness is a party
interested in the suit:

- Collier Kitchen being first duly sworn deposes
and says as follows -

Question by defendants attorney - State whether
you consider an interest in The Vicksville
plantation for life, a fair equivalent for Mrs.
Mary Vick's right of dower in the plantation
that Robt. G. Griffin purchased, taking into
consideration the fact that Mrs. Mary Vick
was placed at once in the possession of the
said Vicksville plantation, and her right of
dower in the plantation that Robt. G. Griffin
purchased could not be enjoyed until after the
death of her husband?

Answer - I think that it was worth as much
if not more -

Collier Kitchen

All of the above depositions were sworn to and
subscribed to before me the day and year
first above written -

J. W. Cottrell

Vol 1
a
Vol 2

Deposition

handed in by Samuel Hines J.P.
April 5th 1852. L.R.C. C

The deposition of Bennett J. Driffin Taken at the Office
of Chambliss & Maysburg on the 5th day of April
1857 & consent to be read as evidence on behalf
of the Plaintiff in suit now pending in the Circuit
Court for the County of Southampton between Polly Vick
Plaintiff and Solida Vick Leffe Vick and others Defen-
dants - The said Driffin being duly sworn deposes
& swears That sometime after Geo Vick was sold and
under a deed of Trust, the said Geo Vick in the presence
of this deponent and Driffin said to James Vick
that he had not performed his promises to his wife
about making her a right in the Vickville tract
of land; James Vick said he had ~~promised~~ to make
her a right to the land or to pay her a thousand
dollars, and that as she persisted it, he would make
the right to the land, that he ought to have done so
before, Driffin & myself were both requested to
bear witness to what passed, a second conversation
occurred between the same individuals in the pre-
sence of myself & Driffin. ~~To the same effect~~
I do not recollect at what time the first
conversation occurred, the last conversation
I think was about September 1849, we were
both ^{Driffin & myself} called on to witness the conversations
some other remarks were made about
James Vick having money to buy a horse
for Geo Vick for which he had not accounted
James Vick admitted that he had received money
for the purpose mentioned - James Vick said that
he was to make a right to Mrs Vick for the Vick-
ville tract to do what she pleased with -

James Vick and John Vick both called on me
to bear witness to these conversations &

Examination by defendant's counsel - were your

relations friendly with James Vick at the time
both these conversations occurred?

Answer - They were - I was sued by James
Vick, and sold out by him, but did not
become displeased with him -

Question ~~and~~ Plaintiff: Are you at all certain that the
last conversation occurred in Sept. 1849?

Ans. I am not certain, but it was after the
time for settling up even the year he died.

The above deposition was taken at the time and
place mentioned in the caption before me a justice
of the peace in and for said county.

I truly certify -

Saml B. Loring L. P.

Benl. J. Griffin
attended two days as
witness - J. B. Loring
for the plaintiff

Vick

~ }

Wicks

JH Duns cop^d.

Ellis Kitchen cop^d

Jac M. Glenny cop^d

Jethro Charles cop^d

Jere Chappell. cop^d

I hereby certify that William Skinner, Giles S.
Whitney, Matthew Wells, William Harris, Levi Hamby
Jethro Charles, Thos. Johnson, Jeremiah Chappel
John H. Davis, Ethelred Kitchen, Collin Kitchen
William Mearns, James McClelleny and
Patrick H. Rowe, attended before me one day
as witnesses on behalf of Delilah Vick widow of
James Vick — given under my hand this 21st day of April
1852.

G. A. W. Emerson J. D.

Vick

~ } Depositions

Vicks

Handed in by B. A. W. Newson J.P.
april 21st 1852.

B. R. G.

The depositions of Giles S. Whitney, Levi Hurdley and others, taken at the time and place mentioned in the notice herewith returned, to be used as evidence on behalf of the depts in a certain suit depending in the Circuit Court of Southampton, wherein Mary Vick is plaintiff and Dililah Vick & others are depts, —

Giles S. Whitney being first duly sworn, deposes and says as follows —

Question by depts Council. Do you reside in the neighbourhood of Bennet J. Griffin?

Answer. I live in about one mile and a half of him —

Question by same — What is his character for veracity in his neighbourhood?

Answer — In a general way, I cant say whether his character stands high or not, —

Question by same — From your knowledge of his character would you believe him on oath?

Answer. I do not think I could, although he might speak the truth —

The Council for the plaintiff objects to the third question —

Question by Plaintiff's Council — Are you on friendly terms with Bennet J. Griffin?

Answer. I am not —

Question by depts Council — What was the nature of the difficulty between you and Bennet J. Griffin?

Answer — He told Eley Joyner that St. Boykin

had accused me of cheating me out of his corn and brandy, and Mr. Boykin stated ^{to me} that it was false.

Giles S. Whiting

William Atkinson being first duly sworn deposes and says as follows —

Question by depts Council — State whether you reside in the neighbourhood of Bennet J. Griffin, and what his character for veracity is, in said neighbourhood?

Answer — I live in about a mile and a half of him, and amongst the respectable people of the neighbourhood his character for veracity does not stand very high —

Question by depts Council — From your knowledge of his character would you believe him on oath?

Answer. I would not —

The Council for the Plff objects to this question —

Question by Plffs Council. Are you on friendly terms with Bennet J. Griffin?

Answer — I am not, and have not been so for fifteen years, though I speak to him.

Question by depts Council. Are not a good many of his neighbours on unfriendly terms with him?

Answer. There are —

William Atkinson

Matthew Wells being first duly sworn deposes and says as follows —

Question by depts Council — State if you know what the character for veracity Bennet J. Griffin, enjoys in his neighbourhood?

Answer — I think his general character is bad.

Question by Plffs Council — I am not, and have not been for fifteen years?

Question by depts Council — Are not a good many of his neighbours on unfriendly terms with him?

Answer. There are —

Question by depts Council. From your knowledge of the character of Bennet J. Griffin, would you believe him on oath?

Answer — I would not.

The Council for The Plff objects to this question:

Matthew Wells —

James McCleenny being first duly sworn deposes and says as follows.

Question by depts Council — State whether you reside in the neighbourhood of Bennet J. Griffin, and what his character for veracity is, in said neighbourhood?

Answer — I live about four miles from him, and his character for veracity is not good in his neighbourhood?

Question by same. From your knowledge of his character would you believe him on oath?

Answer — I would not —

The Council for the Plff objects to this question.

Question by Plffs Council — Are you on friendly terms with Bennet J. Griffin?

Answer — I can't say that I am mad with him, but I do not desire to have any thing to do with him —

James McCleenny

Levi Henley being first duly sworn deposes and says as follows —

Question by depts. Counsel: State whether you reside in the neighbourhood of Bennett J. Griffin, and what his character for veracity is in said neighbourhood?

Answer — I live in about four miles from him, and his character for veracity in his neighbourhood is bad —

Question by same. From your knowledge of his character would you believe him on oath?

Answer — I would not.

The counsel for the plff. objects to this question.

Question by Plff's Counsel — Are you on friendly terms with Bennett J. Griffin?

Answer — I am not at this time —

Levi Henley

William Harris being first duly sworn deposes and says as follows —

Question by depts. Counsel: State whether you reside in the neighbourhood of Bennett J. Griffin, and what his character for veracity is in said neighbourhood?

Answer — I live in about one mile and a half of him, and I do not think his character for veracity is very good —

Question by same. From your knowledge of his character would you believe him on oath?

Answer — I would not —

The counsel for the plff. objects to this question.

Question by Plffs Counsel - Are you on friendly terms with Bennett J. Griffin?

Answer - They are not.

William Harris

Ethelred Kitchen being first duly sworn deposes and ~~says~~^{says} as follows -

Question by depts Counsel - State whether you reside in the neighbourhood of Bennett J. Griffin, and what his character for veracity is in his neighbourhood?

Answer - I live about five miles from him, and his character for veracity in his neighbourhood is bad -

Question by same. From your knowledge of his character would you believe him on oath?

Answer. I could not.

The Counsel for the plff objects to this question.

Question by Plffs Counsel - Are you on friendly terms with Bennett J. Griffin?

Answer. - I am not on unfriendly terms with him but I do not care to have any thing to do with him because he has deceived me -

~~E. K.~~

E. Kitchen

Thomas Johnson being first duly sworn deposes and says as follows -

Question by depts Counsel - State whether you reside in the neighbourhood of Bennett J. Griffin and what his character for veracity is in said neighbourhood?

Answer - I resided in his neighbourhood in

The year of 1850 and 1851, and his character for veracity in his neighbourhood is bad.

Question by same. From your knowledge of his character - would you believe him on oath?

Answer. I would not.

The Council for the plff objects to this question.

Question by Plffs Council. Are you on friendly terms with Bennett S. Griffin?

Answer. I am not.

Thos. Johnson

Patrick Howe being first duly sworn deposes and says as follows -

Question by depts Council. State whether you reside in the neighbourhood of Bennett S. Griffin, and what his character for veracity is in his neighbourhood?

Answer - I was raised with him, and his character for veracity in his neighbourhood is very bad.

Question by same. From your knowledge of his character would you believe him on oath?

Answer. I could not.

The Council for the plff objects to this question.

Question by Plffs Council. Are you on friendly terms with Bennett S. Griffin?

Answer - I am not ^{on} friendly terms with him but I do not like any man that has told a lie on me,

Patrick Howe

Jeremiah Chappel being first duly sworn deposes and says as follows.

Question by depts Council. State whether you reside in the neighbourhood of Bennett S. Griffin, and what his character for veracity is in his neighbourhood?

Answer. I live about four miles from him, and his character in his neighbourhood is indifferent.

Question by same. From your knowledge of his character would you believe him on oath?

Answer. I would not.

The Council for the plff objects to this question.

Question by Plffs Council - Are you on friendly terms with Bennett S. Griffin?

Answer. We are now on friendly terms, but we had a personal difference some ten or twelve years ago -

Jeremiah Chappel
Jethro Chatter being first duly sworn deposes and says as follows -

Question by depts Council - State whether you reside in the neighbourhood of Bennett S. Griffin, and what his character for veracity is in his neighbourhood?

Answer. I do not reside in his neighbourhood at present, but from reputation his character in his neighbourhood is bad -

Question by Plffs Council. I feel friendly towards him but he does not speak to me.

Jethro Chatter.

William Murfee being first duly sworn deposes and says as follows —

Question by depts Council. State whether you know James Bick and Bennett J. Griffin were on friendly terms during the year 1849?

Answer. They were not on friendly terms.

Wm Murfee

Collins Kitchen being first duly sworn deposes and says as follows.

Question by depts Council. State whether James Bick and Bennett J. Griffin were on friendly terms ~~with~~ during the year 1849.

Answer — They were not on friendly terms, and for sometime previous to this.

Collins Kitchen

All of the above depositions were sworn to and subscribed to, before me a justice of the peace for the County of Southampton, at the time and place mentioned in the Caption.

G. A. W. Sessions J. P.

Vick

→ { Deposition

Vick &

Handed in by M W Cobb Esq
Sep. 6th 1852.

J.R.C. Esq

The depositions of Robert Doles

Taken at the Poor House on the 9th of August 1852 to be read as evidence in a suit now pending in the Circuit Court of San. Francisco between Mary Vick Plaintiff and Delila Vick &c Defendants; on behalf of the Plaintiff

Robert Doles being duly sworn deposes & swears as follows

Question by Plaintiff: State the distance you reside from Bennett I Griffin, and what you think of his character for veracity; also state what I Griffin said to you about an agreement between James Vick and Mary Vick, by which the latter was to relinquish her right to dower in a certain tract of land

Answer - I reside about five miles from Bennett I. Griffin, and have resided four years, within that distance; and his character in his neighborhood with some is bad, and with others is good, for veracity.

The conversation between Dr. Griffin and myself about an agreement between James Vick and Mary Vick occurred in the early part of the year 1851. - Dr. Griffin remarked that a legal controversy was about to spring up between the widow Vick, and I asked what it was about - He replied it was concerning the Vicksville land where Mary Vick now resides - And that he thought that Mary Vick would get the advantage of the controversy. He then stated as the reasons why he thought so - that Mary Vick at the time he purchased a plantation from her husband Jas. Vick refused to give up her dower interest in said plantation, and she finally consented to give up her right of dower in consideration that James Vick would give her a fee-simple right in the Vicksville plantation -

The counsel for the defendant objects to the latter part of this question -

Question by plaintiff's Counsel - From Bennet S. Griffin's general character in his neighborhood, ^{for veracity} would you believe him on oath?

Answer - I could not refuse to believe Mr. Griffin on oath, ^{not knowing personally any assignable cause.} The most of those persons whom I have heard speak badly of Bennet S. Griffin as a man of veracity seemed to have a prejudice against him, because they did not think that he was a man that ought to be believed - That he had told lies on them repeatedly.

And further this deponent saith not -

Robert M. Dole.

Harmon Gardner being next duly sworn deponent & saith as follows

Question by Plaintiff: How long intimate with Mrs. & James Vick about 1843 or 1844?

Ans: I was

Question by Same: State what you know of an agreement between Jos. Vick and Mary Vick of which she was to relinquish her right to dower in a tract of land bought by S. Griffin, in consideration of settlement on her of the Picksville tract

Answer - I was at James Vick's one day, and he soon came home - said that he had been to Picksville and had offered Mrs. Mary Vick the Picksville tract of land if she would make her right to the plantation that W. Griffin purchased, to do as she pleased with it - I was at his house again some four or five weeks afterwards, and James Vick proposed that we should go to Picksville, we did go and when we were about starting home Mrs. Vick asked James Vick when he was coming down to give him a deed for the Picksville land - He replied in a few days, and that he could not do it until after Court, and then he would appoint a day, and get them all there. In going home he referred to the

agreement between him and Mrs. Mary Vick -

Question by plaintiff's Counsel - What is the general character of Bennet S. Griffin for veracity in his neighborhood?

Answer - I cannot say positively - Some think well of him, and some don't - I would believe him on oath - And further this deponent saith not -

Harmon Gardner.

Esther Turner being first duly sworn deponent and says as follows -

Question by plaintiff's Counsel: What is the general character of Bennet S. Griffin for veracity in his neighborhood?

Answer - His friends speak well of him, and his enemies speak badly of him - I think I would believe him on oath - And further this deponent saith not.

Esther Turner.

The above deposition was taken and subscribed to the day and year mentioned in the Caption -

Wm. C. Cobb Clerk.

Court fee for taking the above depositions \$2.00 charged to the Plff -

P. H. Rollings claims two days attendance as witness for the Plff.

Vick

to } Depositional

Vick f

handed in by W. W. Cobb. Com

Sep: 6: 1852.

S.R.G. lch

The deposition of Mordecai Bradshaw ^{and then} taken at the office of Chambliss & Mapenburg in Jerusalem on the 6th of Sept. 1852. by consent of parties, to be read as evidence for the Plff in a suit now pending in the Circuit Court of Southampton between Mary Vick plff and Belulah Vick Defts -

Mordecai Bradshaw being first duly sworn deposes and says as follows.

I saw James Vick sometime in the year 1843, at some place, and he seemed to be very low spirited, and I asked him what was the matter, and he said that W^r. Griffin having refused to take the plantation belonging to John Vick because Mr. Vick would not make her right, he should lose money by John Vick - I saw him again sometime afterwards at his home, and I asked him how he was getting on, he replied that he felt much better, for after W^r. Griffin had consented to take the plantation above referred to at \$3000, he did not think he would lose any thing by John Vick -

Question by deft. In the conversation between you and James Vick above referred to, did you infer that ~~that~~ that James Vick intended to give Mr. Mary Vick a life interest, or a fee simple interest in the Vicksville plantation, in consideration of her giving up her dower interest in the plantation that W^r. Griffin purchased -

Answer - I judged from the conversation that he was to give her a life interest in the Vicksville plantation -

Mordecai Bradshaw
Susan Drake being first duly sworn deposes and says as follows -

I heard James Vick say, a short time

after John Vick was sold out, that he had persuaded
Mrs. Mary Vick to make her right to the plantation
that W. Griffin purchased, and that if she would
do so he would give her the Bicksville tract to do
as she pleased with - James Vick said that he thought
it was best for Mr. Vick and John Vick.

Question by depts. Council - Can you recollect conversation
accurately that occurred 9 or 10 years ago, in matter
in which you have no interest?

Answer. I can -

her
Susan P. Drake
mark

All of the above depositions were subscribed
to and sworn to before me this the 6th day
of Sept. 1882 -

Wm. W. Cobb Comr.

Mordican Mareshaw and Susan Drake ex. p.

claim for one day attendance -

as witness for P^lff - W. W. Cobb

Comer fee for taking the above

depositions - \$2.00

charged to the P^lff.

Vick
v. Depositions
Vick et al.

Handed in by W. H. Colby
Oct 19th 1852

The deposition of Mary Vick, Taken at the time and place mentioned in the notice herewith returned, to be used as evidence on behalf of the defendant, in a certain suit depending in the Circuit Court of Southampton wherein Mary Vick is Plff. and William Vick & others defts -

Mary Vick being first duly sworn, deposes and says as follows -

Question by deft. State what you know about an agreement between James Vick and Mary Vick relative to the Vicksville plantation and the dower interest of the said Mary Vick in the Griffin plantation?

Answer - I heard James Vick say in 1843, that they could get \$3000. for the Griffin plantation, provided she (Mary Vick) would give up her dower interest in it - I asked him what she was to do if she did so. He replied that she should never want for a home as long as she lived. And further this deposition repeats not -

The counsel for the plff objects to the above answer as containing the declaration of James Vick.

Mary Vick

Sworn to and subscribed to before me this the 15th day of October 1852.

Wm. W. B. Oke Comr.

Comer. fee \$1.50
Charged to the plff -
Comr.

Vick

2 } Com. Report

Vick W

1853. October 4th Ret^d

Vick

vs

Vick &c

} In Chancery

Agreeably to the decree made in this cause on the 10th day of November 1852, the undersigned appointed the 1st day of April 1853 as the time for taking the accounts directed and gave due notice thereof to the parties - the taking and adjourned from time to time until the 5th of September 1853 - when being attended by the parties by their Counsel. I proceeded to take the said accounts & report

- 1st that the ~~direct~~ interest of the plaintiff in the tract of land sold by John Vick & wife to Robert G Griffin on the 16th October 1843 the sum of conveyance was \$210.00
- 2^d The absolute value of the Ricksville tract of land to be 705.00
- 3^d the annual value of the same - 50.00

Respectfully Submitted,

L R Edwards Sp^l Com^r

Vict
w
Vict
} Exceptional

Filed with Comm. Report Oct.
4: 1853.

Lick is Lick.

The exceptions taken by the Plaintiff to the report of Commissioner Edwards made under the circumstances in this case at the November Term 1832

- First - That the said Commissioner has not reported the value of the Plaintiff's above interest at an amount sufficient according to the evidence in the record -
- Secondly - That he has not reported the value of the said interest at an amount sufficient according to the evidence produced before him, which he has failed to return with his report
- Thirdly - That he has not stated by what means he arrived at the conclusion reported concerning the value of the said interest, and that said conclusion is altogether unsupported either by the evidence in the record and that produced before the said Commissioner
- Fourthly - That if he was governed by the Tables of Longevity he has neglected to consider in his calculations the fact proved in the record that John Lick was in bad health and that the Plaintiff would in all probability survive him -
- Fifthly - That the said Commissioner had no sufficient data before him to make a calculation of the value of the said interest, and that his estimate of the value of the same is entirely arbitrary
- And therefore the said Plaintiff excepts to the said Report and prays that the same may be set aside

Chambliss & Maysenbergs
attys for Plaintiff

Vick

to } Deed Trust of

Vick

Copies.

Vick

to } Ex. with Bill

Vick of

(et)

This Indenture made this 2^d day of January one thousand eight hundred
forty three between John Vick of the first part and Jesse B Vick trustee of the second part and
James Vick creditor and security of the third part, all of the County of Southampton and State
of Virginia, Witness that the said John Vick for an in consideration of the sum of one
dollar to him in hand paid by the said Jesse B Vick at or before the making or delivering of
these presents, the receipt whereof is hereby acknowledged - as well as the further consideration
being justly indebted unto the said James Vick in just and full sum of five hundred dollars
and due by bond at this time and security to the following bonds to wit. One bond due Rice B
Pierce for fifteen hundred and fifty five dollars and 84/100 due 31st December 1842 one due
Jesse Lankford for five hundred and eighty eight dollars and 63/100 due July 1842 one
bond due James Williams for One hundred and forty dollars due January 31st 1842 one
bond due Joseph Joyner One hundred and twenty nine dollars due June 21st 1841 one
due Samuel Williams of et al. for nine hundred dollars due 30th January 1841 one
bond due John Harris for One hundred dollars due 30th January 1841 one bond due Alfred
Ricks for five hundred and eighty eight dollars & 35/100 due January 2^d 1843 and the
same obligation to binding for all bonds or accounts which may be justly due the said
James Vick at the time of making sale of said land and negroes. I convey unto the
said Jesse B Vick the following land and negroes to wit. One tract of land called the
Vicksville containing three hundred and sixty acres be the same more or less and bounded
as follows, to wit. by the lands of John Vick. Dr H Davis. Jesse B Vick. Robert Ricks.
Samuel Kelso and Mary F Vick, one tract of land, my home plantation One thou-
sand three hundred and thirty five bounded by the lands of William Davis,
Arrington, Vick, Joseph Gardner. Peter Pierce dec. Mary F Vick. Vicksville. John
H Davis & ~~William~~ Drake, be the same more or less. I convey unto the said
Jesse B Vick the following negroes. Ned. Baley. I deny also all my interest in the
estate of Nancy James which I purchased of Etheldred Drake. I convey unto the
said Jesse B Vick all my right, title, claim and demand or any part thereof in the
above land and negroes, but upon this special trust and condition that the said Jesse
B Vick his heirs or assigns shall make sale of the above mentioned land & negroes
at public sale for the best price that can be obtained for the same any time after
2^d day of January 1843, after advertising ten days notice of the day of sale at the
Courthouse door and at as many other places as the said Jesse B Vick may see fit -
with the money arising from the sales of the said land and negroes shall first pay
unto the said James Vick all his just claims, and all the bonds that the said James

Vick may be standing security for the said John Vick then pay unto the said John Vick the over plus if any. And the said John Vick do warrant the receipt of the affor said land and negroes unto the said Jesse B Vick his heirs and assigns forever and the said John Vick do warrant and forever defend against any person claiming or demanding the same or any part thereof. In Witness where we hereunto set our hands and seals the day and date above written.

John Vick (Seal)

Jesse B Vick (Seal)

James Vick (Seal)

Southampton County In the Clerks Office the 30th day of January 1843.

This deed of Trust between John Vick of the first part Jesse B Vick of the second part and James Vick of the third part was acknowledged by all the parties thereto & admitted to record.

Teste. L.R. Edwards (Seal)

Attesty

Teste. L.R. Edwards (Seal)

This Indenture made this forth day of November 1843 between Jesse B. Vick of the one part and James Vick of the other part both of the County of Southampton and State of Virginia. Witnesseth that John Vick conveyed by deed of trust bearing date the 2nd day of January 1843 and recorded in the Office of the County Court of Southampton to the aforesaid Jesse B Vick one certain tract of land lying on Smithfield road containing three hundred and sixty acres be the same more or less bounded as follows by the land Robert G Griffin, John H Davis, Jesse B. Vick, Robert Ricks, Samuel Hells and Mary J Vick lying and being in the County of Southampton to secure the payment of a certain bond due from the said John Vick to James Vick all of which will appear by reference to deed of Record the said John Vick having the payment as stipulated and thereby violating the condition annexed to the said deed of trust the said tract of land was set off and sold to the highest bidder the 4th November 1843 for cash having previously given notice of the same by advertisement. Now and for the consideration of the said tract of land called Vicksville tract and the sum of Seven hundred and five dollars cash in hand paid the sum of which the said tract of land was bid off for the said Jesse B Vick hath granted, bargained and sold by these presents and by these presents doth grant, bargain and sell unto James Vick the above named tract of land belonging to John Vick and particularly described in the deed of trust together with the reversion or reversions, remainders or remainders, yearly and other rents issues and ~~and~~ profits thereof and every part and parcel thereof to and to hold the said tract and its appurtenances herein before named intended to be bargained and sold and every part and parcel thereof with every of these right members &c to the said James Vick his heirs and assigns forever, and the said Jesse B Vick for himself and the said land or such right thereto as be describe unto the deed of trust unto the said James Vick his heirs and assigns free from the claims of the said Jesse B. Vick or his heirs shall and will and do forever ~~separated~~ by these presents. In Witness whereof the said Jesse B. Vick hath hereunto set his hand and seal this the day and date above mentioned.

Signed sealed and delivered }
in presence of }

Jesse B. Vick (Seal)

Southampton County In the Clerks Office the 15th day of January 1844.

This deed of bargain and sale from Jesse B. Vick to James Vick was acknowledged

by said Vick and admitted to record.

A Copy.

Teste. L.R. Edwards *ls*

Teste. L.R. Edwards *ls*

Vick

to } Deed Trust &c

Vick

Copies.

Vick

to } Exh. with Bill

Vick &c

(A)

This Indenture made this 27th day of October 1847 between John Vick of the first part. Jesse B. Vick of ^{Trustee} the second part and James creditor of the third part all of the County of Southampton and State of Va. Witnesseth that the said John Vick for and in consideration of the sum of One dollar to him in hand paid by the said J. B. Vick at or before the executing and delivering of these presents, the receipt whereof is hereby acknowledged, as well as the further consideration of the said John Vick being jointly indebted to the said James Vick in the just and full sum of seven hundred and five dollars (for land) the said John Vick is willing and desirous to secure the said James Vick which is the sole object of these presents hath bargained and sold and conveyed unto the said Jesse B. Vick his heirs and assigns one certain tract tract of land called Vicksville lying and being in the County of Southampton containing three hundred and sixty one acres and bounded as follows (to wit) West by Samuel Kellos land South by Robert Ricks land and Jesse B. Vicks land East by the land of Edwin Vicks heirs and North by Rob^t. G. Griffins land. I convey unto the said Jesse B. Vick his heirs and assigns forever: but upon this special trust and condition that the said Jesse B. Vick his heirs and assigns upon being requested by the said James Vick his heirs or assigns shall make sale of the above mentioned land at public sale for the best price that can be obtained for the same any time after the first day of January 1848 after advertising ten days previous to the day of sale at the Court house door of S^c County and at as many other places as the said Jesse B. Vick may think fit and with the money first pay the said James Vick just debt and all costs and then pay to the said John Vick his heirs and assigns the overplus if any and the said John Vick his heirs or assigns doth warrant the right to the aforesaid tract of land called Vicksville unto the said Jesse B. Vick his heirs and assigns for the purpose aforesaid do warrant and forever defend against any lawful claims of the said John Vick or any other person whosoever claiming the same or any part thereof. And the said Jesse B. Vick for himself his heirs or assigns do agree to make sale of the above mentioned tract of land at any time when required by the said James Vick his heirs or assigns -

In testimony whereof I have hereunto set my hand and affixed my seal this day and year first above written -

Teste.

John Vick (seal)
Jesse B. Vick (seal)
James Vick (seal)

Southampton County In the Clerks Office the 16th day of May 1850.

This deed of trust between John Vick of the first part, John Vick of the second part and James Vick of the third part was acknowledged by all the parties thereto and admitted to record.

Teste. J.R. Edwards 
A Copy

Teste. J.R. Edwards 

This Indenture made this 27th day of October 1847 between James Vick and wife of the County of Southampton and State of Va. of the one part and John Vick of Said County and State of the other part. Witnesseth, that the said James Vick for and in consideration of the sum of Seven hundred and five dollars to him in hand paid by the said John Vick the receipt whereof the said James Vick and wife Delilah doth hereby acknowledge and thereof acquit and discharge the S^r John Vick his heirs Exors and assigns by these presents, them the S^r James Vick his wife both granted, bargained and sold & by these presents doth grant bargain sell unto the said John Vick and to his heirs and assigns forever One certain tract of land lying in the County aforesaid called Vicksville containing three hundred and sixty one acres and bounded as follows to wit. South by Debe B Vicks land and the land of the heirs of Edwin Vick east by Robert G. Griffins land North by the lands of Mary F Vick and West by Samuel Kellos land and Robert Ricks with the houses, ways water courses, profits, commodities, hereditaments, appertaining to the said plantation or tract or parcel of land belonging or in any wise appertaining, and the reversion & reversion remainders & remainders, rents and profits thereof of every part and parcel thereof and all the right title interest or claim whatsoever of him the said James Vick and wife Delilah or their heirs to him the said John Vick his heirs and assigns forever To have and to hold the said plantation parcel or tract of land and premises with the appurtenances to the same S^r John Vick and his heirs the right and title of S^r land the said James Vick and wife Delilah doth agree to warrant and defend against all person or persons claiming or demanding the same or any part thereof In Witness whereof the S^r James Vick and wife both hereunto set their hands and affix their seals the day and year above written.

Signed Sealed and delivered

James Vick 

In the presence of

Southampton County - In the Clerks Office the 15th day of May 1848.

This deed of bargain and Sale from James Vick to John Vick was acknowledged by said Vick and admitted to record.

Teste. J.R. Edwards 
A Copy
Teste. J.R. Edwards 

Vick + wife &

to } Geo.
Griffin.

Copy

Vick

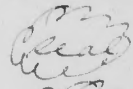
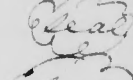
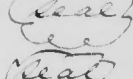
& } Exh. with Bill

Vick &

(c4)

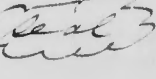
This indenture, made this 16th day of October in the year 1843, one thousand eight hundred and forty three, between John Vick and Mary Vick his wife and Jesse B. Vick acting as trustee for the benefit of James Vick, and James Vick of the one part, and Robert L. Kiffin of the other part, and all of the County of Southampton, Witnesseth: That the said John Vick and Mary his wife, Jesse B. Vick and James Vick for and in consideration of the sum of three thousand Dollars of lawful money of this commonwealth to them in hand paid by the said Robert L. Kiffin at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have bargained and sold, and by do and each of them doth bargain and sell unto the said Robert L. Kiffin his heirs and assigns, a certain tract or parcel of land containing by recent survey One thousand and ninety three acres reserving $\frac{1}{4}$ of an acre for a grave yard, and bounded as follows: Beginning at a red oak on the Smithfield road and running a N. W. course on Mary Vick's line to the corner of Peter S. Pierce's line, thence the same course to a red oak, a corner in Ely Davis's line, thence S. East a branch in Ely Davis's line, to the path leading to his house, thence nearly South to the Smithfield road, thence S. E. along an Avenue on Joseph Gardner's line to a Pine a corner in said Gardner's line, thence N. E. to a white oak a corner in Jesse Crocker's line, thence to a red Oak, a corner in Arrington Vick's line, thence along Arrington Vick's line to a water oak a corner in Black Creek, thence along said Swamp to a Bay, a corner in Sarah Gregory's line, thence S. W. in said line to a red oak a corner in William Davis's line, thence along S. E. Davis's line to a pine; thence said line to Jos. Davis's line to a wh. Oak, thence along said line to a pine in Newson Drake's line, thence along Newson Drake's line to a Sweet Gum a corner in the Ticksville line, thence along the Ticksville line to a small pine a corner on the Smithfield road, thence along said road to the beginning; together with all and singular the emoluments, Hereditaments and appurtenances whatsoever, and the reversion and reversions, remainders and remainders yearly and other rents, issues and profits thereof. To have and to hold the said tract or parcel of land with the tenements hereditaments and all and singular other the premises hereinbefore mentioned or intended to be bargained and sold and every part and parcel thereof with every of their rights, members and appurtenances unto

unto the said Robert L. Griffin his heirs and assigns forever. And the said John Vick and Mary his wife, Jesse B. Vick and James Vick for themselves and their heirs and assigns the said land with all and singular the premises and appurtenances before mentioned unto the said Robert L. Griffin his heirs and assigns free from the claim or claims of them the said John Vick and Mary his wife, Jesse B. Vick, and James Vick, or either of them, their or either of their heirs, and of all and every person or persons whatsoever, shall, will and do warrant and forever defend by these presents. In witness whereof, the said John Vick and Mary his wife, Jesse B. Vick and James Vick have hereunto set their hands and seals, the day and year first above written Signed, sealed and delivered in the presence of - 3

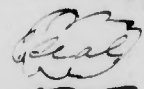
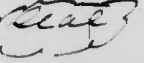
John Vick 
Mary Vick 
Jesse B. Vick Trustee 
James Vick 

So: ampton County, Va:

We Benjamin Griffin & William D. Wood justices of the peace in the County aforesaid in the State of Virginia, do hereby certify that Mary Vick the wife of John Vick parties to a certain deed bearing date on the 16th day of October, and hereunto annexed personally appeared before us in our County aforesaid, and being examined by us privately and apart from her husband and having the deed aforesaid fully explained to her, she the said Mary Vick acknowledged the same to be her act and deed and declared that she had willingly signed, sealed and delivered the same and that she wished not to retract it. Given under our hands and seals this 16th day of October 1843.

Benj. Griffin, J. P. 
William D. Wood, J. P. 

Memorandum:-The Land hereby conveyed was conveyed by Deed of Trust from John Vick to Jesse B. Vick as trustee for the benefit of James Vick. and all the parties consented to the sale and therefore all became parties. The deed of trust mentioned in this Mem: was executed on 2nd Jan'y 1843, and admitted to record on 3rd Jan'y 1843, Witnesses on hands and seals this 16th October 1843.

Jesse B. Vick Trustee 
James Vick 

Northampton County. On the Clerk's Office the 20th day of November 1843. This Deed of bargain and sale from John Vick & wife Jesse B. Vick & James Vick, to Robert L. Griffin was acknowledged by John Vick, Jesse B. Vick & James Vick, and the Memorandum annexed was acknowledged by Jesse B. Vick, and James Vick, and the said deed & memorandum together with the certificate of the jury examination and acknowledgment of the wife admitted to record.

Teste,

L. R. Edwards, C. C. 

A Copy, Teste, L. R. Edwards, C. C.