

1868-018

SOUTHAMPTON COUNTY
CHANCERY PAPERS

BINFORD

VS. BINFORD et al.

6/1868

542.
 Bimford { Bill, Quinner
 " { & Deane
 Bimford & Co

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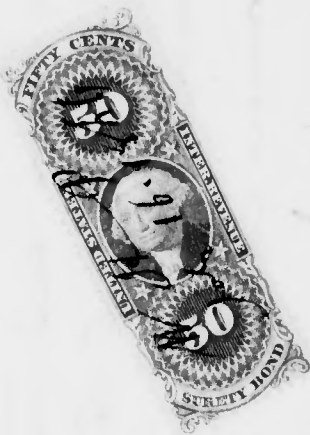
1866. July. Deane as filed 1.
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1867 Feb. Report & Deane 1.
 // 1867. Deane as filed

1868. May Report
 " June. Rep. Confm?

414. 81
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Colks fees \$5. paid



To the worshipping justices of the County Court of
 Southampton County - In solemn sitting -

My complaining. I must write your worship
 your Orator Benjamin Bimford an infant
 under the age of twenty one years, who comes
 by his next friend John P. Willow, that your
 Orator, father Oliver Bimford was in his
 lifetime seized and possessed of a certain
 tract of land lying in the County of Southampton,
 containing 140 acres more or less, and bound
 ed by the lands of Jacob Wade, Jos. Canby, Wm. ^{Aspin} ~~Aspin~~
 Elison Lewis &c. and being as ^{possessed} ~~thereof~~ seized; de-
 parted this life intestate, some time in the
 year 1838, leaving your Orator and Susan
 &c. and Lucinda & Bimford his only
 children and heirs at law, that the said

Saranna H & Salinda A Binford are infants under the age of twenty-one years - And your orator further states, that he desires that said real estate be sold, and the proceeds of sale equally divided amongst the parties entitled, that the said land is not worth three hundred dollars a slave. In tender consideration of the premises, and forasmuch as your orator is aversant remedy can in a Court of Equity when such matters are peculiarly cognizable and moreover, your orator prays that the said Saranna H and Salinda A Binford

the smaller parties dependant on this

Bill and required to answer the same as fully
as if they had themselves been specially interrogated,
that a proper guardian ad litem be assigned the
infant defendants to defend their interest
in this suit - that your worship will decree a
sale of the said real estate, and the proceeds thereof
to be equally distributed amongst the parties
entitled, and that your worship will decree
and order a general release as avert many
dictate, or the nature of his case may require,
and your order will ever pray &c

Frederick P. Es

The Answer of

infants under the age of twenty
years by L B Edwards their guardian ad litem
~~the defendants in the foregoing bill,~~

These defendants for their answer say
that being infants under the age of twenty
one year, they submit their interests in this
suit to the protection of this worshipping
Court, and having answered pray that
they be dismissed with costs &c

Bimford

vs

Bimford

Deem

This cause this day came on to be
heard on the bill of the plaintiff, answer of the

infant defendants by their guardian litem, and
general application thereon and was argued
by Counsel - On consideration whereof the
Court doth adjudge order, and decree that
~~Wm H Bimford~~ ^{Wm H Bimford} who is hereby appointed a
special Commissioner for said purpose,
proceed after first giving twenty days notice
of time and place of sale, by advertising at
the Court House door and two or more other
public places, to sell to the highest bidder
at public auction, the real estate in the
proceedings mentioned of which Oliver
Bimford died seized and possessed, upon the
following terms, to wit: sufficient in cash
to defray the expenses of suit and sale, and
that for all balance he take from the purchase
money with good ^{personal} security, causing interest from
date, payable on the 1st day of January 1867 - But
the said ~~Wm H Bimford~~ ^{Wm H Bimford} is not to execute this
decree until he shall have given bond in the
sum with good & sufficient security in the Clerk's
Office of this Court, in the sum of \$1000. pay-
able to the Commonwealth of Va. Condition
for the faithful discharge of the duties herein
assigned him, and the said Commissioner
is directed to report his proceedings under
this decree to Court -

Simford
vs
Simford & Co

Deer

1867 Feb. Term

Bingford

vs

Bingford &c

Deceit

This day this cause came on to be heard on the papers formerly read, and on the report of Commissioner Wm H. Patton made pursuant to a decretal order entered in this cause at the July term of this Court, and was argued by counsel. On consideration whereof the Court approving & confirming said report doth adjudge order and decree that Wm H. Patton who is hereby appointed a special Commissioner for this purpose, proceed to collect the bond of \$1215.00 due William Atkinson and John Patton filed in this cause, which the Clerk is directed to hand to him, and after the collection of the same he is directed to execute to William Atkinson a deed with special warranty for the real estate in the proceedings averred of which Oliver Bingford died seized and possessed. And the Court doth further adjudge order and decree that the said Commissioner out of the amount so collected first pay any expenses incurred in this cause since the entering of the original decree, and the balance he is directed to place in some Savings Institution or some other safe place of deposit, which certificate of deposit to give him with a report of his proceedings under this decree is to be returned to Court. But the said Court is not to execute this decree until he shall have given bond in the Clerk's Office of this Court with good security, in the sum of \$1500, for the faithful discharge of his duties herein assigned him by this decree or any other decree in this cause.

Bingford

or

Bingford

} Dec 1867

1867 May Term

Shugart Cain

Birford

vs

Birford &c

Dece

This cause this day came on again to be heard on the papers formerly read and on the report of Commissioner Britton made pursuant to a decretal order entered in this cause at its February term 1867 and was argued by counsel - On consideration whereof the Court confirming said report doth adjudge order and decree that Wm B Britton who is hereby appointed a special Commissioner for that purpose, proceed to collect the two certifi- cates of deposit here in this cause, one of \$270.55 and the other of \$950.00, which the Clerk of this Court is directed to hand to him, and out the amounts so collected pay first all expenses incurred since the ~~the~~ ^{the} ~~entry of the last decree in this cause, and the~~ ^{the} ~~balance he is directed to pay over to the Life Agent of the~~ ^{the} ~~policy~~ ^{the} ~~enacted~~ ^{the} ~~guardian, of Susan, Z Linck~~ ^{the} ~~and Benjamin O Birford, and report his find-~~ ^{the} ~~ings under this decree to this Court~~

Binford

v { Copy Received

Binford

In Southampton County Court. May Term 1867.

Benjamin Binford an infant under the age of twenty one years who dies by his next friend
John Pritlow

against

Susanna R. & Zelinda et Binford &

Plff

In Chancery

Defts

This cause this day came on again to be heard on the papers formerly read and on the report of Commissioner Pritlow made pursuant to a decretal order entered in this cause at its February Term 1867 and was argued by Counsel. On consideration whereof the Court confirming said report doth adjudge, order and decree that Wm H. Pritlow who is hereby appointed a Special Commissioner for that purpose, proceed to collect the two certificates of deposit filed in this cause, one of \$270.95 and the other of \$950.00 which the Clerk of this Court is directed to hand to him, and out the amount so collected, pay first all expenses incurred since the entering of the last decree in this cause likewise the expenses incurred in the Court to obtain an order of transfer to said guardian and the balance he is directed to pay over to Jesse H. Henty the legally qualified guardian of Susanna, Zelinda et and Benjamin B. Binford, and report his proceedings under this decree to this Court -

Attest

Clerks Costs \$2.06 also fees ad.

Teste

L. R. Edwards Ck

Binford
 or
 Binford & Co } Report

In obedience to a decree
 of the County Court of Southampton
 County in this cause entered at its
 July Term 1866, Your Commissioner
 proceeded, after giving twenty day notice
 to all on the premises, on the 8th
 day of August to sell the real estate
 of which Oliver Binford died seized
 and possessed, and that William H.
 Pinson became the purchaser for
 the sum of \$1275.00, and that after
 deducting the expenses of suit and
 sale (which was \$59.50) for the balance
 \$1215.50. The took bond from the pur-
 chaser with John Patton as surety,
 which bond together with this report
 is herewith returned to court, the
 above will more fully appear by the
 following statement:

By sale of real estate		\$1275.00
Attorney's fee	\$15.00	
Clerk ..	5.00	
By my	5.00	
Commissioners	34.50	
Amount of bond returned	<u>1215.50</u>	
	<u>1275.00</u>	<u>1275.00</u>

all of which is respectfully submitted

Wm H Patton
 Compt.

1867 Feb 19 Received the Cons. files with the within report

Wm. H. Putnam

Birchard
or
Birchard & } Putnam

Birford

as

Refort

Birford

1867 May Term

Bimford
 on
 Bimford & Co } Report

In obedience to a decree of the
 Court of Southampton County entered in
 this cause at its February term 1867, your
 commissioners proceeded to collect the
 bond in the proceedings mentioned, that he
 collected of Wm. Atkinson his bond of \$1215.
 50, with interest up to 15 Feb. 1867, making in
 all collected \$1254.20, and that after deducting
 the expenses attendant upon the decree which was
 \$33.25 he deposited the balance of \$1220.95 in
 the Norfolk Guardian & Trust Fund, which cer-
 tificates of Deposit, one of \$550.00, and the other
 of \$270.95 - with this report is returned to court
 all of which will more fully appear by the fol-
 lowing statement:

Amount collected		\$1254.20
To paid for stamp on deed	\$1.50	
" " Clerk's tickets	4.75	
To Attorney's fee	15.00	
To expenses in Norfolk County	12.00	
To one certificate of	550.00	
" another " "	270.95	
	\$1254.20	\$1254.20

Respectfully submitted

Wm. H. Pailow
 Compt.

1864 July. Received of the Clerk of Southampton County Court the two certificates
of deposit returned with the within report.

Wm H Pullen

Brimfords Hor

to } Co. D. D. D.

Brimford

At a Circuit Court held for the County of Southampton, at the Court
House thereof, on Friday, the 3rd day of May, 1867.

John Henly Guard. of Susanna R. Binford, Zelinda A. Binford
and Benjamin O. Binford

Plffs.

against

Susanna R. Zelinda & Benjamin O. Binford

Defts.

This day this cause came on to be heard on the petition of John Henly, Guard.
of Susanna R. Binford, Zelinda A. Binford & Benjamin O. Binford,
on the production of satisfactory proof according to the provisions of the
act of Assembly concerning non resident guardians and wards, and it
appearing to the Court that notice of this application has been published
according to law, permission and authority are hereby given to John Henly,
Guard. of Susanna R. Zelinda A. & Benj. O. Binford, all residents
of Rush County in the State of Indiana, to demand, receive, sue for &
recover from any money or other personal property, to the said wards due
& belonging within the jurisdiction of this Court, from the State of Virginia
to the said County of Rush, State of Indiana, the place of residence of
the said John Henly and his aforesaid wards.

Attest

Teste L. R. Edwards Clk

Carthage Rush Co Ind
6th mo 4th 1867

Wm Pethow
Jerusalem Pa

Shire of the 28th ult
came to hand last evening.

I saw Jesse Henley this
morning and he instructed
me to say that he wishes
the funds belonging to the
Binford Children sent by
Express, and if a receipt is
wanted (which I suppose will be)
the package can be sent to my
care and I will see that the
receipt is returned to thee.

Direct to (J H or J M)
Knights town

Indiana

Our Express matter being delivered
at that place.

And further should it be
the case that all the funds have
not come into thy hands and
any should hereafter be recieved
they may be sent in the
same way.

Thine truly
David Marshall

GREAT EASTERN
WESTERN AND

Adams Express Company,

SOUTHERN EXPRESS
FORWARDERS.

Form 5

\$1136.75

NORFOLK, VA.

July 20 1867

Received from

W. H. Mellow. Comr.

One Mq

Sealed and said to contain

Eleven hundred thirty six

75/100 dollars.

ADDRESSED

Issu Healey

Knight's Town Ind

Upon the special acceptance and agreement that this Company is to forward the same to its agent nearest or most convenient to destination only, and there to deliver the same to other parties to complete the transportation—such delivery to terminate all liability of this Company for such package; and also, that this Company are not to be liable in any manner, or to any extent, for any loss, damage or detention of such package, or of its contents, or of any portion thereof, occasioned by the acts of God, or by any person or persons acting or claiming to act in any military or other capacity in hostility to the Government of the United States, or occasioned by civil or military authority, or by the acts of any armed or other mob or riotous assemblage, piracy, or the dangers incident to a time of war, nor when occasioned by the dangers of railroad transportation, or ocean or river navigation, or by fire or steam. In no event is this Company to be liable for a greater sum than that above mentioned; nor shall it be liable for any such loss unless the claim therefor shall be made in writing, at this office, within thirty days from this date, in a statement to which this receipt shall be annexed.

FREIGHT,

Once

FOR THE COMPANY.

White

DOMESTIC BILL OF LADING.

Bainford
as
Bainford &c } Report

1868 May.

Bainford }
 as } ~~Report~~
 Bainford }

Pursuant to a decree of the County Court of Southampton County entered at its May Term 1867, a copy of which is made a part of this report your Commissioner proceeded to collect the certificates mentioned in the decree, and thus he collected the sum of \$1240.28 and then after deducting the expenses directed by the decree, and the travelling expenses to, from and at Norfolk, which was \$103.55, the balance of \$1136.73 he forwarded by Express to J. H. Henry Esq. of Bainford Children to Knightstown Indiana as directed, and for which he has the Express Company's receipt and returned with this report, all of which will more fully appear by the following statement to wit:

Amount collected		\$1240.28
Fees in Circuit Court	\$50.00	
Comps	33.80	
Paid over publication	3.75	
Expenses	12.00	
Car	4.00	
Amount sent to J. H. Henry Esq.	1136.73	
	<u>1240.30</u>	\$1240.30

Respectfully submitted
 Wm. H. Patton Comr.

Know all men by these presents that we W^m H. Prellow & Willis
Bradshaw

are held and firmly bound unto the Commonwealth of Virginia in the just and full
sum of One thousand Dollars
current money of Virginia, to the payment whereof well and truly to be made we
bind our selves, our heirs, executors and administrators, jointly and severally firmly by
these presents. Sealed with our seals and dated this 19th day of July
A.D. 1866

The condition of the above obligation is such that if the above bound
W^m H. Prellow Special Commissioner appointed by a decree of the County Court
of Southampton County in the Suit of Binford v. Binford &c at July
Court 1866.

shall faithfully discharge the duties of his said office or trust according to law
then the above obligation to be void or else to remain in full force and virtue -

W^m H. Prellow (Seal)
Willis Bradshaw (Seal)
(Seal)
(Seal)

Know all men by these presents that we W^m H Prellow & J D
Prellow

are held and firmly bound unto the Commonwealth of Virginia in the just and
full sum of fifteen hundred Dollars
current money of Virginia, to the payment whereof well and truly to be made we
bind ourselves, our heirs, executors and administrators, jointly and severally firmly by
these presents. Sealed with our seals and dated this 19 day of February
A.D. 1867

The condition of the above obligation is such that if the above bound
W^m H Prellow as Commissioner in Court of Bunford & Birlow P^r in County
Brent Southampton County appointed at Feby. Court 1867.

under and agree to any other decree which may be rendered in said suit.
shall faithfully discharge the duties of his said office or trust according to law, then
the above obligation to be void or else to remain in full force and virtue.
Signed Sealed and delivered
in the presence of the Court }
W^m H Prellow (Seal)
J D Prellow (Seal)
(Seal)
(Seal)

Near Carthage Indiana
6th month 31st 1867

Esteemed Friend
John Petlow

I write to you in reference to the estate of the Binford children for whom I was appointed guardian last winter. By a letter from W^m Petlow to David Marshall I learned some time ago that ~~some~~ money was ready, & asking as to how it should be forwarded; David wrote to him to express it to Knightstown or buy a check on N York & send it as might be thought best, but no answer has been received, and a few days since the judge of our court notified me that I must report those funds before the next session, or a writ would be issued against me; so it will

be seen at once that I shall have to have it attended to forthwith, even if I have to come to Virginia after it, which would be a heavy and unnecessary expense.

I understand that thou had the settlement of the estate in thy hands, and I wish thou would be so kind as to send me an account of the amount of the sales of real and of personal property & the amount of claims against the estate, also the amount paid over and the amount (if any) still unpaid.

And further I wish thee on behalf of the children to go at once & see that the funds are forwarded, I should be very sorry indeed to have to use up any of the funds of such children in having

to go to your county after them, (but I shall be forced to do it, if it is not attended to shortly,

David Marshall informed me that he had lately written to Matthew Harris to speak to thee about it, also that he had previously informed thee how the funds might be sent.

Thine truly
Jesse Henley