

1871-19

Southampton County - Chancery

Crane, Thomas H. vs Barham, Joseph H. et al

Exposition

" to settle judgment debts "

Joseph H. Barham
John J. Lindred

122

Kelly p 8

Leup

n } ch. &
} Injin

Barkham St.

1871 November.

Cir. Ct.

So. amp

To the Hon. Geo. Blow, Judge of the Circuit
Court of Southampton County -

Complaining shew unto the Court your
Complainant Thomas H. Coss.

Your Complainant respectfully rep-
resents to the Court and says;

That he is the owner in fee of a very
valuable tract of land in Southampton
County aforesaid, containing 600 or 700 acres
more or less, called the "Pocasin Quarter" &
adjoining the Land of Jordan Edwards,
John Putton, the Village of Franklin &
A. W. Unflus, Mrs. Putton, Spikes Beale,
and others.

That being embarrassed in his
financial matters he did on the 11th day
of August 1869 execute a deed of Trust in
said Land to Mrs. J. Kindred, Trustee for
Mr. H. Barkham, to secure the payment to said
Barkham of \$1000 (and the interest thereon).

That on the 25th day of February 1870 he
also executed a further deed of Trust in said
Land to Mrs. J. Kindred as Trustee for
James B. Putton to secure the further sum
of \$1000 & the interest thereon - and that
several judgments have been rendered against
him for debts due -

That he has just heard that the
said Mr. H. Barkham has ordered the said
Mrs. J. Kindred, Trustee in the first above

+ a copy of which deed will be filed
herein as soon as the same can be had.

named deed of Trust, to advertise the said
Land & to sell the same for Cash :

That your Complainant has heard & been
informed that the 28th day of this month has
been fixed on as the day of sale, (only 10 days
notice) : Your Complainant says that
no notice of such sale has been advertised
in any newspaper, nor in any way except
(as he has been informed) by a few written notices
which attract but little attention —

That no sale of so large and valuable
place should be made on so short a notice
nor for cash at this time, when money is scarce,
and produce depressed and Land, not in
demand to any great extent : That under
such circumstances a sacrifice of his
valuable & large farm must take place,
and he thereby be further impoverished &
rendered unable to pay his debts, whereas,
by a sale on liberal terms & at ^a more
favorable season, it is reasonable to believe
that a much larger price can be had for
said Land, & your Complainant be the
better enabled to pay his debts — That the
year has commenced & the period for people
to arrange for farming is past, and the demand
for farms greatly diminished —

In consideration whereof and as
this Court has power to grant all adequate

An injunction is awarded the plaintiff in
 this case, ^{their agents, attorneys & all others} against the Defendants, to restrain
 them from making sale of the Land referred
 to until the further order of this Court: and
 the plaintiff or some one for him is required
 to execute a Bond before the Clerk of said
 Court in the penalty of \$500: payable to the
 said Defendants, conditioned to pay all costs
 and damages incurred by said Defendants because
 of the ~~granting~~ granting of this injunction, should the same
 be dissolved.

Geo. P. Bond.

Let injunction be dissolved with costs & the
 said bond imp^d.

Geo. P. Bond.

Kelly p. v.

Thomas H. Croft

vs } Rice

Jos. W. Barham
 & Geo. J. Kindred (Trustee)

1871 January 25. Review. bond &
 security given. Subp. & Inj. on. found

Cas. in Ct. Southern

Barham J^o } Ex. with bill
21 }
Crops

Barham J^o }
21 }
Crops

Barham J^o } Ex. with bill
21 }
Crops

Barham J^o } Ex. with bill
21 }
Crops

This Deed made this 25th day of February in the year one thousand eight hundred and seventy, between Thomas H. Cross of the first part, and John H. Kinsred (trustee) of the second part, Witnesseth; that the said Thomas H. Cross doth grant and convey to the said John H. Kinsred all that tract or parcel of land, lying in the County of Southampton, supposed to contain seven hundred acres more or less, and commonly known as the "Pocosin quarter" and the "Gardner place" it being the same formerly owned by the father of the grantor, Col. Hardy Cross, and is bounded by the lands of Wm. E. Rawls, John Pothow, Mrs. Mary Barnett, Carr Beale, James Dillard & others - The said tract of land lying near the Village of Franklin - In trust to secure the payment of a promissory note for the sum of One thousand dollars, of even date with this deed executed by Dewey & Cross merchants at Franklin, to Samuel Pothow. And the said Pothow promises and agrees to give indulgence and delay to the said Thomas H. Cross, in the payment of said debt, till the first day of January next.

Witness the following signatures and seals -

Thomas H. Cross	(Seal)
S. B. Pothow	(Seal)
John H. Kinsred	(Seal)

Southampton County In the Clerk's Office February 25th 1870
This Deed of Trust from Thomas H. Cross to John H. Kinsred, Trustee, for the benefit of S. B. Pothow, was acknowledged by the said Thomas H. Cross, S. B. Pothow and John H. Kinsred to be their act and deed and admitted to record. Stamps of the Int. Rev. of the U.S. to the amount of one dollar, being affixed thereto and duly cancelled.

Teste
James R. Tyler S.C.

A Copy -

Teste, Oswin White Ck

This Deed made this fourth day of August in the year
one thousand eight hundred and sixty nine between Thomas H Crofs of the first part,
John I Kindred (Trustee) of the second part and Joseph H Barham of the third part.
Witnesseth: that the said Thomas H Crofs doth hereby grant and convey to the
said trustee, the following property, to wit: All that tract or parcel of land lying and
in the County of Southampton, supposed to contain about six hundred acres more or
less and bounded on the north by Jordan Edwards and Joshua Patten on the East
by the Village of Franklin and Alexander W Norflut, on the South by John
Patten and Giles Beale and on the West by James Dillard and Alfred Cobb;
it being the same tract of land which was given and devised to the said Thomas H.
Crofs by his Father now deceased; In trust to secure the payment of a promissory
note for the sum of One thousand dollars of our date with this Deed, due to the
said Joseph H Barham by Denny, Brothers & Crofs, merchants at Franklin,
the said Thomas H Crofs being the junior member of the said firm.

Witness the following signatures of deas -

Thomas H Crofs (Seal)
Ans. I Kindred (Seal)

Southampton County In the Clerk's Office, August 4. 1869.
This Deed of trust from Thomas H Crofs to John I Kindred Trustee for the
benefit of Joseph H Barham, was this day acknowledged by the said Thomas H Crofs
and John I Kindred to be their act and deed & admitted to record, a stamp of the
Int. Rev. of the U. S. to the amount of One dollar being affixed thereto & duly
cancelled -

Teste,

J. R. Edwards (Seal)

A Copy -

Teste, Oswin White (Seal)

To inform Christian the Defendants Joseph H. Barham & John I. Knudsen
 Trustees, their agents, attorneys and all others from making sale of a certain tract of
 land in Southampton County containing 600 or 700 acres, more or less which was
 conveyed by deed of Trust created by Thomas H. Croft to the said John I. Knudsen as
 trustee to secure the payment of debt therein mentioned due the said Joseph H. Barham,
 until the further order of the Court - the plaintiff having executed bond with security
 approved by the Clerk in the penalty of five hundred dollars, conditioned according to
 law.

Teste Edwin White Clk

Croft
 Subp. & Injunct

Barham &
 1871 March Rules

Entered by delivering to Court Barham
 & John I. Knudsen each a copy of their
 Summons on this 26th day of January
 1871.

Wm. V. Brown

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you to summon

Joseph A. Barham & John J. Kendrick. Trustees

if *they* be found within your bailiwick, to appear at the Clerk's Office of our *Superior* Court of Southampton County, 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 in our said Court by*
Thomas H. Croft.

And have then there this writ. Witness, OSWIN WHITE, Clerk of our said Court, at the Courthouse, this *23* day of *January* A. D., 1871, in the *95* year of the Commonwealth.

Oswin White Clk



Know all men by these presents that
I, John R. Kilby do constitute &
appoint L. R. Edwards of Jerusalem
my attorney agent & sign an
Injunction Bond as security for
Thomas H. Corp, payable to M. H.
Barham in the penalty of five
hundred dollars, conditioned as
will appear by an injunction
now granted said Corp, by Hon
Geo. How on 20th Jan'y 1871. With
power to my said agent & attorney to
sign, seal & acknowledge & fully
execute the said Bond as fully
as if I were personally present.
Given under my hand & seal 21st
Jan'y 1871

John R. Kilby Secy

Croft.
v } Stat. Rules

Barham J.

In Southampton Circuit Court.

Thomas H Croft

against

Joseph H Barham & John Skindred

1871 January 23^d Inj^{un} awarded, bond Security given Subpa & Issued

" March R. Subp^a & Returned Ex^o D Nisi & Dfts

" " 24th Depositions on behalf of pl^{ff} filed.

" April R. Bill taken for Confessed

" May " Cause set for hearing.

" Nov Dismissed

Croft

to { Depositions on behalf
of

Barham

Came to hand under seal 21st
March 1871-

The Deposition of John Pullen Jr. Am. & Co.
Warren & Co., A. & W. Pullen. John Pullen
taken on the 22^d day of March 1871. at the
office of Dr. J. M. Bryant, at Hamilton, in
Southampton County, Virginia, between the
hours of 8 a.m. and 6 p.m. to be read as
evidence on behalf of Thos. H. Crisp, in a
certain suit in Chancery, depending in
the Circuit Court of said County, wherein
said Crisp is plaintiff and Mr. H. Barkham
is defendant. Taken pursuant to
the annexed notice.

The said John Pullen Jr. being
duly sworn, deposes and says, as is
set forth in the annexed return.

1st Question — ^{by J. M. Bryant} How old are you, and
where do you reside?

Answer: I am Forty-three years of age
and reside near Franklin Depot Va.

2^d Question — Are you acquainted with
the tract of land belonging to said
Thos. H. Crisp, called the "Quarter"
containing 600 or 700 acres, & situated
near Franklin now under deed of
Trust to Mr. J. Kinard Trustee for
Mr. H. Barkham? I do state you
are acquainted, for being thus acquainted
and whether a sale at this time for cash

could be made to advantage, if the
said Land, or whether a sale of the
same would if made for cash, sac-
rifice the same.

Answer. I have known the said Tract
of Land of several years, it adjoins the
tract in which I now live, and I pass
the tract nearly every day —

I think that a sale of the said Tract,
at the present time, for cash, would be
greatly detrimental to the interests of Mr.
Aron, and result, in a great sacrifice,
in consideration of the season of the year,
when most persons have made their ar-
rangements for the year, the scarcity of
buyers and money. I am satisfied
that the said land would sell better, next
fall, if only a moderate crop be made this
season, and further the deponent saith not
*even if sold for cash & John Petterson
at that time.

The depositions of Mr. Neely, Warren
Edwards, Wilson Pritton, &c. & myself

These witnesses being duly sworn
say that they are acquainted with
the said Land, & all concern in the

opinion of Mr. Pullin Jr. a, also
stated, that a race of said. Land
would be improper & this time for
the reason, stated.

and further then department
say not

Wm. Meely
a, also
Joshua B. B. B.

Virginia
Southampton County

I, J. M. Bryant, a Justice
of the peace in and for said County do
certify that the foregoing depictions
were taken at the place, on the day, between
the hours and according to the annexed
notice. Given under my hand
this 22^d March 1871.

H. Bryant J.P.

Charge #2.50

Executed by delivering to
S. Barkum a copy of this
summons on the 13th day of
March 1871 W W Briggs off.

Thos. H. Cuy } notice
 } to take dep.
S. H. Barkum

22^d Mar. 1871

~~Executed by~~
S. H. Cuy
W W Briggs off

To *Mr. W. Barkham*

Take notice that *I* shall on the *22^d* day of *March* 18*61*, next, at
the office of *Dr. J. F. Bryant*, at *Franklin* in *Southampton*
County — between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of *Wm. Neely, L. R. Edwards, Warren Edwards*
Mr. Patton Jr. and others, to be read as evidence in *my* behalf, in a certain *Suit*
in *chancery*, depending in the *Circuit* Court of *Said*.
County, wherein *I am* _____

_____ are plaintiffs, and *ym* _____
_____ are defendants; and if from any cause the taking of the said
Depositions be not commenced on that day, or if commenced be not concluded on that day, the
taking of the same will be adjourned and continued from day to day or from time to time, at the
same place and between the same hours, until the same shall be completed.

Respectfully,

To the Sheriff of *Southampton* }
County to execute.

Thomas W. Culp
Per atto.

Jordan Denson Retlow having been sworn
says and deposes as follows -

State your age, occupation, acquaintance
with this H. Croff's farm and whether in
your opinion a sale of the same for
cash at this time or at the time it was
advertised to be sold last January would
be more detrimental to the interest of
the said Croff, than it would be if made
next fall for cash -

Answer - Age 38 years - Occupation Farmer -
I am tolerably well acquainted with the
farm mentioned in the proceedings -

I think that the three winter months
are generally the best time to sell land
farmers generally have more money about
that time than ^{at any} other - I think that
~~land in the country is declining every year~~
and further the present cash not -

J D Retlow

Samuel B. Retlow having been sworn
says & deposes as follows -

State your age, occupation &c, further in
response to the whole question above pro-
posed to J Denson Retlow -

Answer - Age 37 years - Occupation Farmer -
I am well acquainted with the place -
Reside in the immediate neighborhood
I think it would sell as well now
for cash as at any time next fall -
I think from my observation of land sales
that land has declined in this neighborhood

within the last two years - This farm in particular is becoming less and less valuable, every year; for the reason that it is growing up more and more every year in bushes - It is heavily ditched and the ditches are filling up more and more every year. The fences are nearly all gone to ruin already.

I hold a deed of Trust secured to Joseph H. Barham the defendant, to secure the payment of a bond for one Thousand dollars, executed twelve months ago, last month with interest from date, on the same tract of land -

Now Examined

Do you believe that this land would sell better on a reasonable credit or for cash?

Answer - I believe that property always sells better on time

And further this defendant saith not

S. B. Pretlow

State of Virginia }
County of Southampton } -

I further certify, that the foregoing depositions of J. D. Pretlow and S. B. Pretlow, were taken in behalf of the defendant - Barham - in like manner as the others - Witness my hand, this 22nd day March 1871

J. F. Bryant J.P.

Mayor Edwards,

We agree that the papers
in *Cass v. Bachman* may be
ordered to either of us, to be
sent to Judge Blaw by Express

22 Mar 1871.

John R. Kelly
Pro Se Kindred

Crop

2 { Arizona bond

Barham & Co

It now all men by these presents that we Thomas H. Croft & John
R. Kilby are held and firmly bound unto Joseph H. Barham & John J. Kindred, Trustee,
in the just and full sum of five hundred Dollars to the payment whereof well and truly
to be made to the said Joseph H. Barham & John J. Kindred their certain attorneys
their Executors, administrators or assigns to which payment well and truly to be
made we bind ourselves, our heirs, Executors & assigns, jointly severally, firmly by
these presents Sealed with our seals & dated this 23 day of January 1871.

The condition of the above obligation is such that whereas the above bound
Thomas H. Croft has obtained from the Judge of the Circuit Court of Southampton
County an injunction to stay & restrain the said Joseph H. Barham & John J.
Kindred, Trustee, from making sale of the land referred to in the plaintiffs
bill, under a deed of trust executed by the said Thomas H. Croft to the said John J.
Kindred as trustee, to secure a debt due the said Joseph H. Barham, until the further
order of the Court. Now if the said Thomas H. Croft shall pay all such
costs as may be awarded against him and all such damages as shall be incurred
in case the injunction be dissolved then the above obligation to be void or else
to remain in full force and virtue

Thomas H. Croft.

John R. Kilby by

LR Edmund his attorney in fact.