

1872-18

Southampton County Chancery

Bradshaw, Edwin vs Griffin, Irvin et als

Pretlow, W. H.

Doles, P.

Doles, D. L.

2

Bradshaw

v } Papers

Griffins ad.

1872 May.

To the Honorable Richard H Baker
Judge of the Circuit Court for
the County of Southampton, humbly
Complaining therein unto your
Honor

Your Obedt Edw Brad-
shaw, of said County, that on the
18th day of April 1859, your Obedt
executed a deed of trust, to R. H
Putnam as trustee, upon all his real
and personal property in said County,
the object of which deed, as stated
therein, was to secure Edwin Suffin
as the security of your Obedt upon
a bond of \$250 to Patrick Doherty, upon
a bond of \$150 held by D. L. Doherty, and
to secure said Suffin for any other liability
which he had incurred for said Brad-
shaw; Your Obedt charges that there
is no other liability of said Suffin
for your Obedt than the two bonds
above specifically mentioned, to P. Doherty
and D. L. Doherty, and as to those two
debts, which are still held by the
said P. Doherty & D. L. Doherty, your Obedt
positively denies that they are his
debts, or that he is jointly bound
to pay them, for although your Obedt

admits that he is the principal on
the said Bonds and suffers the secu-
rity, yet he charges that the said
two bonds are in point of fact
both due by Suffer himself, the
same being the remnant of a larger
debt of \$1000 which was borrowed in
1856 from P. Dohy, by you O'Leary and
the said Suffer, for the purpose of
buying land nearments, under an ar-
rangement that each should be found
for one half of the said debt of \$1000,
and you O'Leary charges that he has
long since paid more than one half of
the same, but the bonds remain in
the same form, as that in which they
were first taken - You O'Leary denies
that he owes said Suffer one cent
on any account, or that the said
Suffer has been required and compelled
to pay any thing for or on account of
you O'Leary, but that so far from
such being the case, you O'Leary charges
that upon a proper settlement of
the accounts between said Suffer and
you O'Leary he believes & therefore char-
ges that the said Suffer will be
found in debt to you O'Leary, in

the sum of \$1200.00 - (You orator
file herewith a copy of the said
deed of Trust marked "A" and pray
that the same may be taken as part
of the bill -

You orator charges further that the
said Suffer has required the said W.
H. Puttler, trustee as aforesaid to sell
the property enclosed by said deed of
trust, in order to pay the said debt to
P. & D. Dohy, as you orator is informed
by said Puttler, who will proceed to
sell the same unless restrained by a
Court of Equity -

In Tender Consideration

Whereof, you orator prays that
the said John Suffer W. H. Puttler
P. Dohy and D. Dohy may be made
parties to this bill and required to an-
swer the allegations hereof upon oath;
that the said Puttler trustee may
be enjoined and restrained from selling
under the said deed of trust until
the further order of the Court; that
the transactions aforesaid Suffer with
you orator may be settled, and
all money & proper accounts
taken, and that all other re-
lief

but both general & special may be
fracted in the former, whilst the
nature of the case requires and being
of course in demand - May a sum
more if we and you or a to rise
we may be

Baker by

Ag of Norfolk to wit - Edwin Broad have
this day made on the before me that
the matter & things set forth in the fore-
going bill are true to the best of
his knowledge & belief; Given under
my hand this 15 day of Dec 1859

Wm H. C. Ellis
Notary Public.

To the Clerk of the circuit court
of Southampton County. 3

Injunction awarded according to the
prayer of the plaintiffs bill - Bond with
sufficient security in the penalty of two
hundred dollars, conditioned to pay costs &
damages. Dec. 15. 59. - Richd. H. Baker

Bradshaw
vs. M. Bill.
Griffin del.

1859 Dec. 19. Bond given
& signed by

Bradshaw
" }
Griffin } answer

1860 Nov. 9th

To the Hon. Richard H. Baker Judge of the Circuit Court of Southampton County. In Chancery sitting.
The answer of ^{Wiley B. Bradshaw} ~~Wiley B. Bradshaw~~ to a bill of complaint exhibited against him and others by Edwin Bradshaw. This respondent saving and reserving to himself the benefit of exceptions to said bill in answer to the same, says it is true, that on the 18th of April 1859, Edwin Bradshaw executed a deed of trust to Mrs. H. Pethow Trustee, upon all his real and personal property, for purposes which are charged in the complainant's bill. Your respondent denies that there is no other liability which ^{interest} ~~had~~ ^{he} ~~had~~ incurred for said Bradshaw, as is stated in the plaintiff's bill, and your defendant denies also, and declares to be false the statement or charge in the complainant's bill to wit: that the two bonds respectively described to P. Doles and D. L. Doles in the deed of trust are not his debts, but that they are joint debts of the complainant and your defendant, ^{interest} ~~being~~ the remainder of a larger debt of \$1000. which was borrowed in 1856 from P. Doles, by ~~the~~ complainant in the bill and your respondent, ^{interest} ~~for~~ the purpose of buying land warranty under an agreement that each should be bound for one half of said debt of \$1000. Your respondent denies this allegation in the complainant's bill. Your respondent also denies the allegation that the complainant in the bill does ^{interest} ~~not~~ owe ~~this~~ ^{any} thing. Your respondent denies that the said Bradshaw has paid one half of said bond of \$1000. and that the bonds remain in the same form as that in which they were first taken. Your respondent likewise declares to be false the statements in the plaintiff's bill alleging that your respondent, ^{interest} ~~has~~ ^{has} not been compelled to pay any thing for or on account of the complainant, but that so far from such being the case, your respondent states

that ^{intestate} his, has on several occasions, been compelled
to pay money for the complainant. - your
respondent denies moreover the statement
in complainant's bill alleging that upon
a proper settlement of accounts your
respondent ^{intestate} will be found indebted to the
complainant in the sum of \$12 or 1500,
your respondent states that ^{there} is not one word
of truth in this allegation, that it is false,
and states that upon a settlement of accounts
the complainant will be largely indebted
to your ^{intestate} respondent. Your respondent
denies both generally and specifically
every allegation in the complainant's bill
and this respondent having answered prop-
erly to be dismissed the court with his
costs in this behalf expended
Willis Bradburn.

Southern County, Texas

This day person-
ally appeared before me a justice of the
peace for said County, Willis Bradburn,
and made oath that the matters stated
in the above answer which he has signed
are true to the best of his knowledge and
belief. Given under my hand and the
the 9th of Nov. 1860 Robert Mc Dole J P

Southampton Circuit Court Clerks Office the 21st day of January 1861
The within bond was acknowledged by the obligors thereto before me Clerk of the Court aforesaid
and Hezekiah Bradshaw & Wesley Bradshaw
The securities made with that their joint estates after the payment of all their just debts are
worth the sum of Three hundred dollars the penalty of the said bond as they verily believe
L R Edwards Ck

Bradshaw

to } Inj. bond

Griffins com.

Know all men by these presents that we Edmon Bradshaw, Hzekiah Bradshaw
& Wesley Bradshaw

are held and firmly bound unto Willis Bradshaw administrator of Irvin Griffin deceased in the
just and full sum of Two hundred dollars, to which payment 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 21st day of January 1861

The Condition of the above obligation is such that whereas the above bound Edmon
Bradshaw hath obtained from the Judge of the Circuit Court of Southampton County an In-
junction to enjoin and restrain Wm A. Proctor as trustee from selling under a certain
Deed of Trust executed by the above named Edmon Bradshaw to the said Proctor on the 18th
day of April 1859 to secure Irvin Griffin as the security of the said Edmon Bradshaw
upon a bond of \$250 to Patrick Dole; upon a bond of \$150. held by D. L. Dole
and to secure said Griffin for any other liabilities which he has incurred for said Edmon
Bradshaw And whereas at a Circuit Court held for the County of Southampton on the
9th day of November 1860 it being suggested and shown to the satisfaction of the Court that the
security A. J. Kelle to the injunction bond taken and filed in the cause is insufficient, it was
on the further motion of Willis Bradshaw, administrator of Irvin Griffin, ordered that unless
the plaintiff give a bond with sufficient security in the penalty of two hundred dollars,
payable to the said Willis Bradshaw admor. as aforesaid in the Clerk's Office of the said Court
conditioned in like manner as the said original bond within ninety days from that date that
the bill of the plaintiff be dismissed &c. Now if the said Edmon Bradshaw shall
pay and satisfy all such costs as may be awarded against him and all such damages as shall
be incurred in case the injunction aforesaid be dissolved, then the above obligation to be void
or else to remain in full force and virtue.

Witness

Edmon Bradshaw (Seal)
Hzekiah ^{his} Bradshaw (Seal)
Wesley Bradshaw (Seal)

Bradshaw

u { Injon bond

Griffin 12

Know all men by these presents that we Edwin Bradshaw & A. J.
Kello

are held and firmly bound unto Irvin Griffin
in the just and full sum of Two hundred Dollars
to the payment whereof well and truly to be made we bind ourselves our heirs, Execu-
tors and administrators jointly and severally firmly by these presents. Sealed with
our seals and dated this 19 day of December 1859.

The condition of the above obligation is such that whereas the above bound
Edwin Bradshaw hath obtained from the Judge of the Circuit Court of
Southampton County an Injunction to ^{injoin and restrain} W. H. Proctor as trustee from selling under
a certain Trust executed by the above named Edwin Bradshaw to the said Proctor
on the 18 day of April 1859 to secure Irvin Griffin as the security of the said Edwin
Bradshaw upon a bond of \$250 held by D. S. Dole to Patrick Dole, upon a bond of
\$150. held by D. S. Dole & To secure said Griffin for any other liabilities which he has incurred
for said Bradshaw.

Now if the said Edwin Bradshaw shall pay and satisfy unto the said Irvin
Griffin all such costs & damages incurred by him or which may be awarded against the
said Bradshaw then the above obligation to be void or else to remain in full
force & Virtue.

Edwin Bradshaw (Seal)
A. J. Kello (Seal)

Southampton Clerks Office December 19 1859

A. J. Kello the security in the above bond made before me Clerk of the said Court that
his Estate after the payment of all his just debts is worth the sum of two hundred Dollars as
he verily believes - Given under my hand this day & year last above written

J. R. Edwards (Seal)

Bradshaw

to 3 T.D.

Griffin's Trust.

Fe. 204

Bradshaw

m 3 Ex. "A"

Griffin's Trust.

This Deed made the 18th day of April in the year one thousand eight hundred and fifty nine, between Edwin Bradshaw of the one part, and William H. Pettee of the other part, Witnesseth, that the said Edwin Bradshaw doth grant unto the said W. H. Pettee the following property, all of his real and personal property or his interest therein (and all of his growing crop now seeded or which he may hereafter seed, all of his entire right or title to any property of whatsoever kind or nature it may be. In trust to secure from Griffin as security to J. Doles and D. L. Doles for a bond which they hold against him Bradshaw about the amount of three hundred dollars and to secure him Griffin for any other liability which he has incurred for the said Bradshaw. Witness the following signatures and seals.

Edwin Bradshaw

Seal
Seal

Southampton County. In the Clerk's Office, April 18th 1859.
This Deed of trust was acknowledged by Edwin Bradshaw, a party thereto and was admitted to record.

Test,

L. R. Edwards, C. C.

Copy.
Test,

Henry S. Howard, D. C.

To inform and restrain the Defendant Patrick Trustee from selling under a Decree of Trust executed to him by the Plff. on the 18 day of April 1859 to secure from Griffin as the security of the Plff upon a bond of \$250 to Patrick Dole, upon a bond of \$150 held by C. L. Dole and to secure said Griffin for any other liabilities which he has incurred for said Bradshaw, until the further order of the Court. The Plaintiff having executed bond and good security in the penalty of \$200. to pay all costs & damages that may be awarded against him in case the said Injunction be dissolved.

Teste J. R. Edwards Clk

Bradshaw

{ Sp. & Injmt

Griffin

1869 January Rules

Executed Dec.

28th 1889 by

Delivering each

a copy of the within
summons

J. R. Dole

J. R. Dole

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

Irvin Griffith, W St Pukler P. Dole & S
Sole

to appear at the Clerk's office of our Circuit Court of Southampton County, at the Rules to be holden for
the said Court, on the first Monday in *January next*, to answer a bill in chancery
exhibited against *them* in our said Court by *Edwin Broadshaw*

And this they shall do or else and under the penalty of \$100

and have then and there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court
House, this *19th* day of *December* 185*9*, in the *84th* year of the
Commonwealth.

L R Edwards

Griffins

39 { Sp

Bradshaw

7th day November 1860.

Executed

Robt. F. F. F.

Sept

68

0

1860

29

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY,—GREETING.

WE COMMAND YOU TO SUMMON

*Alfred T. Stephenson, Murdock M. Clayton,
John Crumpler, D. Wm. McClung, Collin Ketchum, Armingham Lyndon, John Hundley,
Robert Wood, Edmund James Lowe, Wm. Boykin, Wm. Richardson, Jas. Hundley,
Shugars Linn, George Vick*

to appear before the *a Justice* of our *County* — *Court* of Southampton County, at the
Court House, on the *7* day of *November* next — *Term* — to testify and the
truth to say on behalf of *Willis Bradshaw* *vs.* *f. Irvin Griffin*

Vicent

in a certain matter of controversy in our ~~said~~ Court depending and undetermined between

Edwin Bradshaw ————— Plaintiff and
D. W. Willis Bradshaw *vs.* *f.* ————— Defendant and

have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House,
this *29* day of *Oct.* 186*0*, in the *85* year of the Commonwealth.

L. R. Edwards

Griffin: return R

adv. { Salpa

Grads haw

Robt M. holes
not found

Sl. Whitey

APP

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY,—GREETING.

WE COMMAND YOU TO SUMMON

Robt M. Dyer

Some Justice of peace
to appear before the

of our

County

Franklin Depot
Court of Southampton County, at the

~~Court House~~, on the *13th* day of

April

~~Term~~ *1861*

to testify and the

truth to say on behalf of

Willis Bradshaw administrator of

Irving Griffin dec'd.

Circuit

in a certain matter of controversy in our ~~said~~ Court depending and undetermined between

Edwin

Bradshaw

Plaintiff and

Said Griffin's admr. & als

Defendant and

have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House,

this *9th* day of

April

1861, in the

85th year of the Commonwealth.

L. R. Edwards, Clk.

Bradshaw

in the original, underhand, high, well
written, and is a copy of the original

Griffin's adms.

Exposition

Clutwick

Mff

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING.

WE COMMAND YOU TO SUMMON *Henry Rich Bradshaw, Min^r J. Davis*
Milton S. Reuter, William S. Hensley, Wm^r Barnes,
Collen Kitchen, George W. Vick
to appear before ~~the~~ *some Justice of the Peace* of our *County* Court of Southampton County, at the
~~Court House~~, on the *13th* day of *April* ~~Term~~ *1861* to testify and the
truth to say on behalf of *Edwin Bradshaw*

in a certain matter of controversy in our *County* ~~said~~ Court depending and undetermined between *said*
Bradshaw Plaintiff and
Wilks Bradshaw adm^r of Iron Griffe Defendant, and
have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House,
this *9th* day of *April* 1867, in the *88th* year of the Commonwealth.

L. R. Edwards, Clk.

Bradshaw

no 3

Better gals

To 7th November 1860.

Excuse

Wm. H. Wood

W

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY,—GREETING.

WE COMMAND YOU TO SUMMON *Ment J. Davis, Henrich Bradshaw, John Luter, John L. Howe, Samuel Wells, Jr. D. Butler, R. H. Gick and William Boykin*

a Justice of
to appear before the ~~the~~ ~~of our~~ Court of Southampton County, at the
Court House, on the *7th* day of *November* ~~Term~~ *1860* to testify and the
truth to say on behalf of *Edwin Bradshaw*

Circuit
in a certain matter of controversy in our said Court depending and undetermined between *the said*
Bradshaw Plaintiff and
Wm H. Butler Dush & others Defendant and
have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House,
this *24th* day of *September* 1860, in the *85th* year of the Commonwealth.

L. R. Edwards, C. C.

Bradshaw's adms

ads } Subp^e

Bradshaw

To 20th Nov 1860

Ex parte

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY,—GREETING.

WE COMMAND YOU TO SUMMON *Wm Richardson, James Lowe,*
William Boykin D. H. Jayne, Jo. M. Dole,
Sugars Linn, Wm Denson and Collin Kitchen

to appear before ~~the~~ *the* ~~commissioners~~ *the* of our ~~Circuit~~ *Circuit* Court of Southampton County, at the
Court House, on the *20th* day of *November* ~~Term~~ *1860* to testify and the
truth to say on behalf of *Willis Bradshaw admr. of Ewin Griffin*

in a certain matter of controversy in our said Court depending and undetermined between *Ewin*
Bradshaw Plaintiff and
Willis Bradshaw admr. of said Griffin Defendant and
have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House,
this *15th* day of *November* 1860, in the *85th* year of the Commonwealth.

L. R. Edwards, C. C.

Bradshaw

is } Supt.

Griffin &

1860 May Term

Executed Apr 12th
1860 on Willis Bradshaw
Att^y of Grover Griffin
Doe? by delivering him
a copy of the within
summons

W. T. Nichols
D. S.

The Commonwealth of Virginia. To the Sheriff of Southampton County. Greeting.
Whereas a Suit in Chancery has been pending in our Circuit Court of Southampton County
between Edwin Brudshaw plaintiff and Irvin Griffin ^{and others} Defendants and before a final
decree was rendered therein the said Irvin Griffin died and the said plaintiff has applied
for a scire facias against Willis Brudshaw administrator of the said Irvin Griffin.
Therefore we command you that you make known to the said Willis Brudshaw administrator
as aforesaid that he be before the Judge of our ^{Said} Circuit Court at the Courthouse on the first
day of the next Term, to shew cause, if any he can, why the said suit should not be proceeded in
to a final decree and have then there this writ. Witness Liddellton R Edwards Clerk of
our said Court at the Courthouse this 4th day of April 1860 in the 32^d year of the
Commonwealth.

L R Edwards Clk

To. W^m H. Putlon, Tutor - Willm Bradshaw administrator
of Isaac Sufferin deceased, Patience Doley, & D. L. Doley

Take Notice, That I shall proceed on the 7th day of November
1860 — and between the rising and setting of the sun, at the town of Sun-
salen in Southampton County —

to take the deposition of Munt J. Davis, Hezekiah Bradshaw.
Ans. Later, Ans: None so this —

to be read as evidence in the suit now depending on the Chancery side of the Circuit
Court of the County of Southampton —

in which I am plaintiff and you are —
— defendant. And if, from any cause, the said deposition should not be taken, or, being
begun, should not be concluded, at the time and place above named, the same will be taken, or the
taking continued, at such other time and place as may then be appointed, — adjourning from time
to time, and from place to place, as often as may be necessary.

Sept. 21. 1860 —

Edw^d Bradshaw
by his Counsel —

Bradshaw

vs Notice to Take
Depositions
Pettus vs. B. & G.

To 7th November 1860.

Executed Oct 10th
1860 by them a copy
of the within notice

G. W. Vick
of G.

Bradshaw

vs. 3 Depositions.

Griffin's adm. & als

Handed in by H. J. Howard
Gems. Nov. 20. 1860.

The Depositions of Wm. J. Richardson, James V. Low, William S. Baykin, Shugars Lane, David H. Jeyner, and Collin Kitchen.

Taken before me, Arny G. Howard, one of the Commissioners in Chancery of the Circuit Court of Southampton County, pursuant to notice hereto annexed, at the office of Wm. H. Patten, in the town of Jerusalem, on the 30th day of November 1860, between the hours of 10 A.M. and 10 P.M. to be read as evidence on behalf of Willis Bradshaw, administrator of Irwin Griffin dec'd. in a certain suit in Chancery pending in the said Circuit Court of Southampton County wherein Edwin Bradshaw is plaintiff and Willis Bradshaw adm'r. of Irwin Griffin and others are Defendants.

Present; Wm. B. Shands, Counsel for plaintiff; Wm. Mapinburg & Wm. H. Patten, Counsel for Defendants.

Wm. J. Richardson being first duly sworn on the Holy Evangelists of Almighty God, deposeth and saith as follows;

1st question by Defendants' Counsel. State what conversation, if any, occurred in your presence between Edwin Bradshaw and Irwin Griffin relative to a settlement of their transactions, and at what place and time that conversation took place, as near as you can recollect? Answer I had two years ago Mr. Irwin Griffin and myself were riding on a buggy together; having been up the road and stopped at Mr. Edwin Bradshaw's gate, and Mr. Griffin told Mr. Bradshaw he wanted him to come down to his house tomorrow night and have a settlement, that their business had been tangled up long enough, - and I know that Mr. Bradshaw went but I do not know whether they had a settlement or not. I live near both Mr. Irwin Griffin

and Mr. Edwin Bradshaw, not more than a mile from
Mr. Griffin's not more than two miles & a half from
Mr. Bradshaw's.

And further this Deponent saith not.

Wm J Richardson

James J. Lowe, being first duly sworn, on the Holy
Evangelists of Almighty God, deposes and saith as follows:

1st question by Defendants Counsel. State whether
or not you were present at a settlement between
Mr. Ivin Griffin and Mr. Edwin Bradshaw, when
and where it was, and all that then occurred?

Answer. I was at Mr. Ivin Griffin's on the 18th
of November 1858, when they had a settlement
and after settling they raised up and said that they
had had a final settlement. Mr. Edwin Bradshaw then
went to the room in which Mrs Ivin Griffin was and
said Well Maab, Mark (alluding to Ivin Griffin)
and I have had a settlement at last.

Cross examined.

1st question by Plaintiff's Counsel. Did you see any
money pass between the parties at the settlement
referred to in your examination in chief?

Answer. Not that I know of. I was not in the room all
the time.

2nd question. Did you gather from the conversation
of the parties at the settlement how they broke, whether
Ivin Griffin was in debt to Edwin Bradshaw
or Edwin Bradshaw in debt to Ivin Griffin?

Answer. I did not. I do not know how they
stood.

And further this Deponent saith not.

James J. Lowe
mark

William S. Roykin, being first duly sworn on the
Holy Evangelists of Almighty God, deposes and saith as follows.

1st question by Defendants Counsel. State whether or
not you were present at a settlement between Mr. Ivin
Griffin and Mr. Edwin Bradshaw, when and where it was
and all that then occurred?

Answer. I was at Mr. Ivin Griffin's on the 18th
of November 1858, when they had a settlement.

I was in the room when they finished settling and they
both Ivin Griffin and Edwin Bradshaw said that
they were even, that they had settled, and Mr.
Edwin Bradshaw remarked to Mrs Ivin Griffin,
Well Maab Ivin Griffin and myself have settled
at last. They were some how or two settling.

Mr. James J. Lowe was present with me at
this settlement between Mr. Griffin and Mr. Brad-
shaw. Mr. Sunday and Wellens were not present
at this settlement between Mr. Griffin and Mr. Brad-
shaw, but Mr. Wellens was present at another
settlement of some matters between Mr. Griffin and
Mr. Bradshaw. I am positive that they both said
they were even, that this was a final settlement.

And further this Deponent saith not.

William S. Roykin
mark

Singars Linn being first duly sworn on the Holy Evangelists
of Almighty God, deposes and saith as follows.

1st question by Defendants Counsel. State what conver-
sation or conversations occurred in your presence between
Mr. Ivin Griffin and Mr. Edwin Bradshaw with regard
to their being engaged in procuring county land war-
rants together or as partners?

Answer. Mr. Ivin Griffin and Edwin Bradshaw
both stated in my presence that they were not

partners engaged in procuring Land warrants. I think this conversation occurred about 1856. - I myself went with Mr. Bradshaw on several occasions as a Justice to take acknowledgments of persons to Declarations to procure Land Warrants. Cross examined.

1st question by plaintiff's Counsel. Did you not complain on one occasion of Messrs. Bradshaw and Griffin for having taken the Declaration of a person who had promised you the case and did not Mr. Griffin say to you never mind that we would give you the case?

Answer. No Sir I did not complain of Mr. Griffin. I complained of Mr. Bradshaw. I procured a Land Warrant for Mrs Lewis under the act of Congress of 1850. - Under the act of 1855 she was entitled to an additional warrant which she wished me to attend to for her. When I went to see Mrs Lewis, she told me that Mr Bradshaw had been there and fixed up a Declaration for me. She said Mr Bradshaw told her I gotten him to do this for me. I told her I had not gotten Mr. Bradshaw to attend to this business for me but it was certainly very kind in Mr. Bradshaw to do this for me. I told her for fear it might not have been done right I would do it again. I did so and gave it to Col Watkins a Justice who had it certified to & properly and sent it to Washington. As I came home I came by Mr. Iron Griffin's. I related the case to Mr. Iron Griffin and he said nothing. A few days after that I saw Mr. Bradshaw at Berlin. I told him what Mrs Lewis had said and he made very little or no reply. Mr. Iron Griffin a short time after on the same day at Berlin came to me and asked me

if I had sent that Declaration into Washington. I told him I had. He said he wished I had not. He would have given you ones. And further this Dependent said not

Morgan Lane

David H. Jaynes being first duly sworn under the Holy Evangelists of Almighty God, Depoeth and saith as follows:

1st question by Defendants' Counsel. State what conversation or conversations occurred in your presence between Mr. Iron Griffin and Mr. Edwin Bradshaw with regard to their being engaged in procuring Land Warrants together or as partners and also any conversation that occurred between Mr. Edwin Bradshaw and your self with regard to Mr. Griffin and Mr. Bradshaw being engaged in procuring Land Warrants as partners.

Answer. I never heard the two parties together say anything about it. Mr. Bradshaw told me that he & Mr. Griffin were not partners. That he Bradshaw was bound to have a magistrates to go with him daily that he gave Mr. Griffin one Dollar for every Declaration that he wrote. That Mr. Griffin made from one to sixteen Dollars a day. At another conversation three or four weeks ago Mr. Bradshaw told me that he & Mr. Griffin were not partners engaged in procuring Land warrants. That he would defy any man now living to say that he heard him say that they were partners. That the only case he wanted to prove him apart from was in a case of seventy five Dollars which he paid to Mr. Kello, and which Mr. Griffin refused to pay.

And further this Depoent saith not
D. H. Jayne

Collins Kitchen being first deffered, Deposes and says
as follows:

1st question by Defendants' Counsel. State whether
if you were as Constable collected any money of
from Griffin as security of Edwin Bradshaw and
much and at what time.

Answer. I did, about twenty four dollars and
some cents. I think the 13th of December 1859. I
applied to Mr. Bradshaw more than once I think and
he said he would pay it when he had any thing
to pay it with.

And further this Depoent saith not collect pictures

State of Virginia,
County of Southampton, to wit:

J. Henry J. Howard, one of the Commissioners of
Chancery of the Circuit Court of said County, do hereby
certify that the foregoing depositions were duly sworn to
and subscribed before me at the time and place mentioned
therein.

Given under my hand this 20th day of November 1860.
Henry J. Howard, Comr.

Wm. J. Richardson,
James I. Love,
Wm. S. Boykin,
Shagaro Linn,
David H. Jayne
Collins Kitchen
Wm. Denson } cash \$0 of

Attor's fee for taking Depositions \$ 9.00

" " " Entering Affidavits

Attendants 30 cts

\$1.10

Henry J. Howard Comr.

The deposition of Ezekiah Bradshaw and others Taken at Franklin Southampton County on the 18 thirteenth of March 1861 in a suit in Chancery depending in the Circuit Court of Southampton in which Edwin Bradshaw is Plaintiff and Willie Bradshaw Adm'r of Edwin Griffin Dec and others are defendants pursuant to the notice herunto annexed

Ezekiah Bradshaw being first duly sworn deposeth and sageth the following Question put by Plaintiff Counsell

First Do you know the parties to this suit Answer

Yes Sir

2d Question. Did you know Edwin Griffin now Dec Answer Yes Sir

3d Question Did you ever have any conversation or hear Griffin say any thing in regard to his transactions with the Plaintiff? if so what-

Answer I have had two conversations with him in regard to dealings between Griffin and Bradshaw in the first which was Three years Ago last October and occurred at Bradshaws house and stated he wanted some money and had come to get it and said he must have one hundred dollars which he got in part. That is I saw Bradshaw hand him money I know not what amount. The second conversation was about Two years ago just before a sale was to take place of Bradshaws property. Griffin came to my house and being interested in the transaction I being surety for Bradshaw. I asked him if he was going to settle the debt having heard so

The debt being three hundred and ninety dollars he said give yourself no trouble about that I owe him enough to pay that and more besides Griffin did not however pay the debt. Which was paid by Bradshaw and myself.

4th Question Did you ever hear Griffin say that Bradshaw and himself were engaged in buying Land Warrants. Yes Sir repeatedly

5th Did you ever hear Griffin say any thing in regard to the Patsy Cinson warrant and what.

At the time of the conversation spoken of above he said that warrant ought to have been paid off before now; and said he was going to settle it at Court. Which he did not do and myself and son had to pay^{it} off as surety for Bradshaw.

~~6th Question by Defendants Counsel~~

~~What is the nature of the debt alluded to in answer to 3d question by Plaintiff's counsel~~

First question by Defendants Counsel

Do you know whether or not Griffin and Bradshaw ever had any settlement of their transactions

Answer. I do not

2 question Do you know from your own personal knowledge that Luvin Griffin & Edwin Bradshaw were engaged in purchasing Land Warrants and your sources of information.

Answer. The way I came to know it; he said so — Griffin said nothing and I know nothing of the nature of their partnership

39

3^d question. Did you ever hear Edwin Bradshaw admit he was not a partner of Griffin. I did not

Y^{rs} I humbly being duly sworn deposed and answered as follows
The said ^{Edwin} Bradshaw

Question 1st - Do you know the parties to this suit

Yes sir I knew Edwin Griffin very well lived with him part of two years, was with him from May til Christmas 1858

2^d question. Have you ever seen him write
Answer. Yes frequently I think I know his hand writing

3^d question Look at the papers now shown you and purporting to be receipts signed by Griffin and say whether the signatures are his. Answer They are the papers referred on here with filed marked from one to nine inclusive

4th question. Did you ever hear Edwin Griffin say any thing in regard to his transactions with or indebtedness to E. Bradshaw. If yes when and where and state what he said. Answer just before Christmas 1858 one night Mr Bradshaw come to Edwin house and after supper we went back in the parlour and set down Mr Griffin said to me and Mother Mellons & Robt. Seloms. I think they were present go to bed me and Edwin have some private business to attend to and we do not want every body to hear. Next morning I went off to my work

4th

and when I come back to breakfast - I found Mr Bradsnow there. he was sitting by the fire and soon Mr Griffin come in. he said to me, me and Edwin had a settlement - last night. he said he owed Edwin between eight and nine hundred dollars that is all I heard Griffin say. As I were going to the gin same day Bradsnow being gone. He said he owed Bradsnow about nine hundred dollars and thus more money than he wanted to owe him and did not want his wife to know it.

Testimony by Defendant

Here your relationship with Griffin twelve months previous to his death friendly and up to the time of his death. We had a falling out but we were friendly at the time of his death. I was at his house two or three times after ~~the~~ falling out and before his death and he was at my house once

William J. Humdley

By Consent of parties Mr George W. Vick makes the following statement. The debt of three hundred and ninety dollars or there abouts referred to by witness # Bradsnow was paid one 133 $\frac{1}{100}$ dollars there off by said # Bradsnow & was by Bradsnow and the residue by sales of E. Bradsnows property and part of it was for Paty Benson warrant referred to. but Edwin Griffin was not a party to the proceedings. The exhibits marked from one to nine referred to by witness Humdley are in the hand writing of Griffin in my opinion

5th

In 1858 I think in the fall I had an execution
for 158 dollars I believe against Griffin & Bradshaw
jointly. and which Griffin paid. and In May
1860 I received three hundred and sixty seven dollars
from the Admr of Griffin on a joint execution
against Griffin & Bradshaw recovered on a bond
in favour of Patrick Soles said bond signed first by
E. Bradshaw and I Griffin next - but I know not
whose debt. Yours
G. W. Bridge

Personally appeared before me a justice for
Southampton

The foregoing depositions were subscribed and
sworn to before me a justice for Southampton
County on the day and hour stated at the Court line
in said County on 13th of April 1861
between the rising & setting of the sun

Joshua Orsbon J. J.

Recd of Edwin Bradshaw the Sum of one hundred
~~and~~ fifty five dollars which shall be accounted for
in settlement with said Bradshaw Jan'y 6th 1858 —

Irvin Giffen.

\$450.00

\$450.00

December 4th 1857 Recd of Edwin Bradshaw the Some of Four hundred and fifty dollars which I promise to pay to Patrick Dole or Return the Same to Edwin Bradshaw if he pays the Said Dole who holds a bond against us for one Thousand dollars which has a credit on it for five hundred dollars paid by Edwin Bradshaw to R A Dole.

Lucas Griffin

June 9th 1858 Recd of Edwin Bradshaw the some of Ninety Six
dollars which I promise to account for in settlement with William
Atkinson: it being the money due Patsy Denson for land warrant

J. W. Griffiths —

October 10th 1857 Recd of Edwin Bradshaw The Some of
Two hundred and Twenty Eight dollars. Which shall be
accounted for in Settlement with said Bradshaw

Wm Griffin

October 26th 1857 Recd of Edwin Bradshaw the sum of one hundred
dollars which I promise to Return in a few days to the said Bradshaw
Jesse Griffin

320.00
August 16th 1857 Recd of Edwin Bradshaw the some of Three
hundred and Twenty dollars whice I promise to account for in
Settlement with the Said E Bradshaw

Saml Griffin

1858

September 30th

Irvin Griffin To

Edwin Bradshaw Dr

To Cash paid Harada Chatman

\$50.00

March 18th 1858 Recd of Edwin Bruckshaw the sum of sixty five
dollars to be accounted for in Settlement with the said Bruck-
shaw.

John Griffin

Due Edwin Brackham the Sum of Eighteen dollars
and Nine ty three cents for shoemaking given
by hand and Seal this 29th day of December 1855

John Griffin Seal

IIIIII

2 75

0

2 550

1 860

3 075

Bradshaw

2

Bradshaw & Co

Executed by
delivering a copy
of the within
Notice to W H
Outlow, and Wells
Benedict & Co
11. 1861-

Gloucester
S.H.

To H. H. Putlow Furter, & Miller Bradshaw
Adm of Levi Suffern decd -

Take Notice, That *I* shall proceed on the *13th* day of *April*
1861 and between the rising and setting of the sun, at *Franklin Depot in*
Southampton County
to take the deposition of *M. J. Davis & others*

to be read as evidence in the suit now depending on the *Chancery* side of the *Circuit*
Court of Southampton County -

in which *I am* plaintiff and *you are*
defendant And if, from any cause, the said deposition should not be taken, or, being
begun, should not be concluded, at the time and place above named, the same will be taken, or the
taking continued, at such other time and place as may then be appointed,—adjourning from time
to time, and from place to place, as often as may be necessary.

Mar. 30. 1861.

H. H. Putlow
E. Bradshaw of his
atty

Bradshaw
as
Gaffney adm. }

Notice to Bradshaw

Bradshaw

Bradshaw

Executive

Stock
D.S.

To

Edwin Bradshaw.

Take notice, that I shall
appear on the 20th day of November, and between
the rising and setting of the sun, at the Town of Germas-
den, in Southampton County, to take the depositions
of Mr. Richardson and others, to be used as evidence
in the suit now depending on the Chancery side
of the Circuit Court of the County of Southampton,
in which you are plaintiff and we are defendants
and if, from any cause, the said depositions should not
be taken, or being begun, should not be concluded, at
the time and place above named, the same will be
taken, or the taking continued, at such other time and
place as may then be appointed, adjourning from
time to time, and from place to place, as often as
may be necessary.

Nov. 12th 1860

Willis Bradshaw Adm^r
of Irwin Griffin & others
by their Attorney.

o Edwin Blackman

Notice —

Executed Oct. 19th
1860. by delivering him
a copy of the within
~~Notice~~

G. W. Vick
A. J.

To Edwin Bradshaw

You will take notice
that I shall move the Judge of the Circuit Court
of Southampton County, at the term of said Court to
be held on the 7th day of November, ^{next} to require
you to give additional security to an injunction
bond executed by you and A. J. Kells as security, and
filed by you in the Clerk's office of said County
in the case of Bradshaw vs. Griffing Adm^r.

Willis Bradshaw
Adm^r of Irvin Griffing
By Wm. H. Patton his Counsel.

October 9th, 1860

Bradshaw

2 } Groves
Griffins

May Co. 1861.

To be entered

R. H. Barker

Brasman }
" } order
Liffie }

On motion of the Defendants
by their counsel leave is granted to
them to retake the depositions of the
~~James J. Landon~~ witnesses or any part
of them.

Bradshaw

v.

Griffin

Order

Nov. 10. 1860

To be entered

(R. H. B.)

Bladslaw v Griffin

The same process awarded at the
rule to revive the suit against Willis Bradshaw
admor. of Irvin Griffin deceased having been
returned duly executed, it is ordered that the
same be revived against the said Willis Bradshaw
admor. as aforesaid accordingly, and there-
upon on motion of the said Willis Bradshaw
as admor. as aforesaid leave is given him
to file his answer to the plaintiff's bill,
and the same is accordingly filed: and
it being suggested and shown to the
satisfaction of the court that the security,
A. J. Kells, to the injunction bond taken
& filed in this cause is insufficient, on the
further motion of the said Willis Bradshaw admor. as aforesaid
of the plaintiff, it is ordered
that ^{the plaintiff give} ~~will be~~ ^a ~~new~~ bond with sufficient
security in the penalty of \$200 payable to
the said Willis Bradshaw admor. as aforesaid
in the clerk's office of this court, conditioned
in like manner as the said original bond,
within ninety days from the date hereof,
that the bill of the plaintiff be dismissed
at his costs as an act of this day -

Bradshaw

3.

Ernst

1872

ing. et. order.

He entered

Geo. Bond.

apert to.

Wm. Whitton 75

Brashaw v. Griffin &c.

On motion of the Plaintiff
it is by the Court ordered that this
cause be dismissed.

which accounts the said Commission
is directed to state fully and to the
Court report, together with any matter
specifically stated deemed pertinent by
himself or which may be required
by any of the parties to be so
stated -

Prosser

W. H. Dever

Jeffries Adams &c

May 3. 1866

W. H. Dever

R. H. Barker

Bradshaw

¹¹
Griffin adms

The Bill of the complainant, having been regularly taken for confessed at the rules, as to the defendants Wm. H. Pullen, Jr., Patience Dole, and Ed. Dole, and their failing to appear and answer, the cause came on this day to be heard upon the said Bill, the answer of William Bradshaw adms. of Henry Griffin deceased, general application to the said answer, Exhibits filed, and the Examination of witnesses, and was argued by Counsel. On Consideration whereof the Court with advice order and decree that one of the Commissioners of this Court take the following accounts viz

- 1st An account of the partnership transactions between the Complainant Bradshaw, and Henry Griffin deceased, in the Bill and proceedings referred to, showing what, if any, balance is due, on account of said partnership transaction, and to whom.
- 2^d An account of any debts still due & owing from the said Griffin & Bradshaw, on account of said transaction, or partnership, to other person, and to whom.
- 3^d An account of the transactions of William Bradshaw as adms. of said Henry Griffin deceased.
4. An account showing for what person & by whom the debt or debts to the defendants Dole, may be contracted, the original amount of said debt, what payments may have been made thereon, by whom, & the balance, if any, due thereon, & by whom.

50 49

Brudshaw

to } Stat. Rules

Griffin &

In Southampton Circuit Court.

Edwin Bradshaw

against
Irvin Griffin, W. H. Purlow J. Dole & D. L. Dole

1859. December 19th Bill & Inj. filed. Subp. & Inj. issued -
1860. Jan'y R. Subp. & Inj. not? Executed - Decree nisi v. Defts
" Feb'y R. Bill taken for confessed.
" Mar. . Cause set for hearing &c
" Apr. 4th Dec. for issued to revive this suit v. Willis Bradshaw adm. Irvin Griffin
" Nov. J. Suit revived answer of Willis Bradshaw as Irvin Griffin by leave - Rule
" v. Plff. for another bond & Security -
1861 May .. Leave to retake depositions.
1866 May .. Decree for accounts.
1872 May Dismissed