

1879-05

Southampton County Chancery - Darden, Pauline J. & George H. vs Kindred,
David H.

obtain injunction against
administrator to sell her land.

Bryant, Benj. J.

Virginia }
Southampton County } 70 Wick

This day personally appeared
before me, a Commissioner in chancery for the County Court of said County,
in my said County the within-named Pauline I. Borden
and made oath ^{that} the statements made in the foregoing
Bill, so far as they are made on her own informa-
tion are true; and so far as they are made on
the information of others she believes them to be true.
Given under my hand this ~~10th~~ day of March 1879.

Geo. J. Kinnard
Comm'r. &c.

1879
Pauline I. Borden

173

David H. Kinnard et al

Bill & Exhibit

1879 May 19/1879 I say in full
before me personally appeared
Pauline I. Borden

1879 Nov 18th 1879

To the Hon George Blaw,

Judge of the Circuit Court of Southampton County.

Humbly complaining sheweth unto your Honor
Your Obedient Paeleline V. Darden wife of George H. Darden
and goes, sees by my next friend and husband George H. Darden
of the said County, and respectfully represents as follows:

That on the 13th day of November AD 1873, your Petitioner, together with her husband the said George H. Dardan, signed and acknowledged a certain Deed of Trust, which was duly admitted to record in the Clerk's Office of the County Court of said County on the first day of December AD 1873, a certified Copy of which is herewith filed (marked A) and prayed to be taken as a part of this Bill -

Your Honor will observe that, by the said Deed of Trust, is granted and conveyed a certain tract or parcel of land which is described in the said Deed of Trust - The said tract of land your Oratrix expressly and specially alleges and avers, was aimed and proposed by her before her marriage with the said George H. Darden - That is to say, it descended to her from her father, Josiah Worrell deceased, and is what is commonly called her maiden-land, her name before her said marriage being Pauline J. Worrell

At the January term ¹⁸⁷² of the County Court of said
County, David H. Knicker the Trustee named in the said
Deed of Trust, having previously advertised the same
sold the said tract ^{of land} at public auction, at the Court
House, ~~for \$1000~~, and William K. Stephenson became the
purchaser for the sum of Eight hundred & fifty five dollars.
~~At no time~~ ^{At no time} your Matron was not informed of her rights.
The said Stephenson having failed to comply
with the terms of said sale, the said Trustee has
again advertised the said tract of land to be sold

again, at auction, for cash, at the said Court House on the third Monday (19th day) of this ~~year~~ month of ~~March~~ May next 1879.

Your Oratrix expressly alleges that in her own opinion, and she is advised to the same effect by those of better judgment ^{that} the said tract of land must almost certainly be sold at a great and unnecessary sacrifice and injury of her interests, if sold at this season of the year; a season of the year in which it is most unusual to sell real estate in this County and persons, who might otherwise be inclined to purchase, are not prepared with the cash in hand necessary for the purpose. As a further reason why the said land should not now be sold, your Oratrix would respectfully urge that the season is now too far advanced for any purchaser to make arrangements to plant and cultivate a crop the present year. If the sale which was made at the January term ¹⁸⁷⁹ of the County Court for the sum of \$855.00, was so much below the real and market value of the said farm, your Oratrix respectfully suggests that nothing but a still greater sacrifice of her interests could be expected now.

The said tract of land is as per on the Land-Book of said County, at \$1564.50 cents -

But your Oratrix prays from your Honor a writ of Injunction against the said Trustee restraining him from selling the said tract of land for the following reason also laid. The debt or liability pretended to be secured by the said Deed of Trust, said to be due to the said Benjamin S. Bryant is an open account, or rather a claim set up on account of the alleged

liability of her said husband for some security ship - as your Oratrix is informed. And your Oratrix expressly denies the liability of the said tract of land in the said Deed of Trust granted, for the payment of the said claim or demand. For among other reasons, if the debt has ever been due at all it is now out of date. And in this form your said Oratrix ^{can not plead the statute of limitations -} ~~for~~ ^{your} Oratrix therefore, being without remedy save in a Court of Equity as this Honorable Court is, humbly prays that the said David H. Kinderd Trustee as aforesaid, & the said Benjamin S. Bryant may be made parties Defendant to this Bill, and required to answer its allegations specially - that your Honor would order to issue a writ of Injunction restraining and restraining the said D. H. Kinderd, Trustee, ^{and all others} from further proceedings towards the sale of the said tract of land in the said Deed of Trust mentioned, until the said Benjamin S. Bryant shall have ascertained and adjudicated in a Court of Law, his said claim or demand against the said George H. Darden, or until the further order of the Court.

That your Honor would grant such other and general ^{relief} the premises considered, as equity may dictate and the nature of the case may require and, as in duty bound, your Oratrix will ever pray, she
May it please the Court!

Care Line I L. L. L.

Geo. J. Kinderd, her Atty

Gardens & Lye

vs

Rundred and Co.

in Chas

On the Motion of the Plaintiffs, who have presented to me, the Annexed Bill in Vacation. And made oath thereof according to Law; An Injunction is hereby Awarded to them, according to the Prayer of the Petition, to inhibit and restrain, D. W. Skindred Trustee ~~of the~~, his Agents, Allies, & all Other Persons, from selling or offering for Sale, the tract of Land in the Pleadings mentioned and in the deed of Trust. purporting to have been conveyed to him the said Rundred by deed of Trust, bearing date the 13th Nov^r 1873, until the further Order of this Court.

But the effect of this Injunction is to be suspended, until the said Plaintiff or some one for him, hath One or more sufficient Securities shall enter into Bond, with waiver of Homestead, before the Clerk of this Court, Payable to the Com^{rs} of Virginia in the Penalty of \$500. with such Condition as the Court requires.

To The Clerk of the Circuit Court for the County of Southampton Co

Geo. W. Wood

The Commonwealth of Virginia.

To the Sheriff of Southampton County: Greeting.

We command you to summon *Benja J. Bryant &*
D. H. Kindred

to appear at the Clerks Office of our *Circuit* Court for South-
ampton County, (at) the Rules to be holden for the said Court on the first
Monday, on *June* 1879. to answer, a bill in Chancery

exhibited against them in our said Court by *Geo. H. Darden*
in his own right & *Pauline J. Darden* wife of *Geo. H. Darden*
who sues by himself her next friend & husband & this they
shall in no wise omit under the penalty of 100 ~~to~~

and have then there this Writ: Witness, *Littleton R. Edwards*, Clerk of
our said Court, at the Court House this 19th day of *May* 1879
in the 103rd year of the Commonwealth.

L R Edwards

To inhibit & restrain A. H. Kinn
dred Trustee his agents,
attorneys and all others
from selling or offering
for sale, a tract of land
in the proceedings men-
tioned & in the Deed of
Trust purporting to have
been conveyed to him the
said Kinnred by Deed
of Trust bearing date
13th November 1873, Ex-
ecuted by Geo. H. Darden
& Parvina J. Darden his
wife until the further
order of the Court, bond
with sufficient security
being given conditioned
according to law.

Teste
L. R. Edwards lcl,

Pauline J. Darden &
us

S. H. Knudsen & others

Deer

November term '79

To be entered

George W.

Pauline J. Gordon &c

vs

David H. Kindred, Trustee, & others

On motion of the Plaintiff -

Ordered that this suit be dismissed from the docket - each party paying his own costs -

Southampton County. In the Clerk's Office.
December 1st 1873.

This Deed of Trust, from George H. Darden wife
to David H. Kindred trustee for the benefit
of Charles E. and Benjamin D. Bryant
and Amos S. Pope was this day received
and together with the certificate thereto,
annexed, admitted to record

Teste:

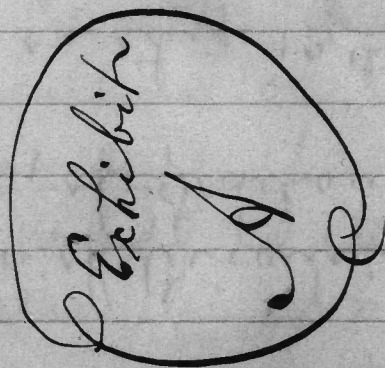
L. R. Edwards lcll.

A Copy

Teste: J. E. Sebrall D.C.

Darden & wife
to Deed

Bryants &c Trustee

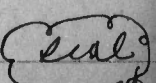
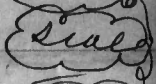
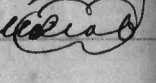


Dec 5-73

This Deed made and entered into this the 13th day of November A.D. eighteen hundred and seventy three, between George H. Darden and Pauline J Darden his wife parties of the first part and David H. Kinross trustee for Charles E. Bryant and Benjamin J Bryant parties of the second part, Witnesseth as follows, that the said parties of the first part in consideration of the debt and trust hereinafter mentioned and created, and of the sum of one dollar to them paid by the said parties of the second part the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell and confirm and convey unto the said parties of the second part - the following described real estate To wit: four hundred and fifty acres more or less: lying in the old River and bounded by the lands of William E. Myrick, C. C. Lewis and wife others known as the Boykin tract of land and formerly owned by Josiah Worrell dec^d. To have and hold the same with the appurtenances to the parties of the second part or their heirs &c forever In Trust however for the following purpose: Whereas the said George H. Darden and Pauline J. Darden, his wife is justly indebted to Chas E Bryant and Benjamin J Bryant parties of the second part in the sum of five hundred seventy nine dollars, twenty

nine cents, it being the amount paid by them the parties of the second part (Charles E. Bryant and Benjamin J. Bryant) unto Amos J. Pope for the benefit of George H. Darden a party the first part and also agree and covenant to the parties of the second part, to cause all taxes to be paid on the above described place as the law may direct, and the said Charles E. Bryant and Benjamin J. Bryant doth agree that the said George H. Darden shall have five years to pay the above amount of five hundred and seventy nine dollars and seventy nine cents with legal interest until paid and to secure Chas. E. & B. J. Bryant my sureties, for any deficiency as the assets of said: H. Darden dec^d and that we the parties of the second part doth further agree that the said George H. Darden shall have control of and may sell any or all timbers on the place above mentioned provided the proceeds of said timber be applied to the payment of the above indebtedness. Now if the above amount paid by George H. Darden at or before the expiration of the five years above mentioned, then the above bound property shall be released and this deed shall be void and the parties of the second part covenant faithfully to perform, fulfil the trust

herein created, In witness whereof, the
said parties here, hereunto set their
hands and seals this 13th day of
November A.D. 1873 -

Geo: H. Darden 
Signed, sealed and Pauline S. Darden 
in presence of - David H. Kindred 

State of Virginia)
County of Southampton)

Be it Remembered
that on this 13th day of November A.D.
1873 before us two justices of the peace
for the County aforesaid the undersigned
George H. Darden, Pauline S. Darden,
David H. Kindred trustee for Charles
E. Bryant and Benjamin J. Bryant
came who are personally known to us
to be the same persons whose names are
subscribed to the foregoing instrument
of writing as parties thereto and they
acknowledged the same to be their act and
deed for the purposes therein mentioned,
and the said Pauline S. Darden, having
been by us first made acquainted with
the contents of said instrument, on exam-
ination separate and apart from her hus-
band - acknowledged that she executed the
same freely and without compulsion or
undue influence of her husband. In Tes-
timony whereof, we have hereunto set our hands and seals
this 13th day of November 1873.

Wm. M. Beaton J.P.
J. J. Dyer J.P.

Darden Hurfe

57 } Injoin bond

Bryant Jr

Know all men by these Presents,
That we George H. Darden, Jr., &c.,
Williams & Benj. J. Gray are
bound and firmly bound unto
the Commonwealth of Virginia in
the just and full sum of Five
Hundred Dollars to the payment
whereof well and truly to be made
we bind ourselves our heirs ex-
ecutors and administrators,
jointly and severally firmly
by these presents, and we the
obligors herein hereby waive
the Benefit of our Homestead
Exemption as to this obligation
Sealed with our seals and da-
ted this 19th day of May A.D.
1879. The condition of the above
obligation is such that whereas
an injunction has been granted
by the Judge of the Circuit Court
of Southampton County to George
H. Darden in his own right
and to Pauline J. Darden wife
of Geo. H. Darden who sues by
him her next friend and husband
to inhibit & restrain D. H. Kjosod
Trustee his agents attorneys &
all others from selling or af-
firming for sale a tract of
land containing 450 acres more
or less, conveyed in a Deed
of Trust executed by G. H. Darden

wife to D. H. Kyndred, trustee dated
13th November 1873 until the fur-
ther order of this Court; but the
effect of the said injunction is
suspended until the said Plai-
tiffs or some one for them with
one or more sufficient se-
curities shall enter into bond
with waiver of Homestead before
the Clerk of the said Court pay-
able to the Commonwealth of Vir-
ginia in the Penalty of Five
Hundred Dollars with such
conditions as the law requires
which bond this is. Now if the
said Geo. St. Darden shall pay
all such costs as may be awarded
against the Plaintiffs and all
such Damages as may be incur-
red in case the injunction shall
be dissolved, the above obligation
to be void or else to remain
in full force and virtue

Geo. St. Darden (Seal)
C. C. Williams (Seal)
Benj: J. Gray (Seal)

Townshampton County: In the Clerk's
Office: 19th May 1879.

This Bond was acknowledged
by G. H. Dorden, C. C. Williams and
Benj. J. Gray the obligors therein
and C. C. Williams and B. J. Gray
the sureties thereto, justified on
oath as to their sufficiency, the
said Bond is admitted to record
Jesse L. R. Edwards Secy