

1885-03

Southampton County - Chancery

Bradshaw, W. F. vs

Jaynes, Ann. A.

"To settle agreement -

Re: Sur and Sur of Trust

Sur recorded -

Sur of Trust not recorded "

Jaynes, Anneliza

Bradshaw - 146
107. 3 In Chancery.

Joyner turfe

Bills & Exhibits

Sub all p. 9

2

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

In Chancery.

Humbly complaining sheweth unto Your
Honor your Complainant W. F. Bradshaw
that on or about the 4th day of June 1884
he sold to Wm. A. Joyner ~~and Annaliza~~
~~Joyner, his wife~~, a certain tract or parcel
of land lying in said County, containing
110 acres, more or less adjoining the
lands of Henry Jones, W. F. Bradshaw and
others, upon the following terms & conditions
to-wit: That the said Wm. A. Joyner and
Annaliza Joyner, his wife, should execute
to your Complainant a bond in the sum
of \$500.⁰⁰ for the purchase price of the
said land, which said bond was to be
secured by a deed of trust upon the same.
That pursuant to this agreement and
understanding your Complainant exe-
cuted a deed of bargain & sale for the
said land, to the said Wm. A. Joyner ~~and~~
~~Annaliza Joyner, his wife~~, ^{a copy of} which said
deed of bargain & sale is herewith filed
as an Exhibit marked "A" & prayed to be
read as a part of this bill. That the
said Wm. A. Joyner & Annaliza Joyner,
his wife, executed to your Complainant

a bond for \$500.⁰⁰ as the purchase price for the said land, which said bond is herewith filed as an exhibit, marked "B" sprayed to be read as a part of this bill. That the said Wm. A. Joyner and Amelia Joyner, his wife, further signed and executed a deed of Trust on said land to secure the payment of the said bond. That after the said deed of Bargain & Sale & the said deed of Trust were executed as aforesaid, they were delivered to the said Wm. A. Joyner to be delivered to the Clerk of Southampton County to be recorded. That the said Wm. A. Joyner did deliver the said deed of Bargain & Sale to the Clerk of said County, but wholly failed & refused and still does fail and refuse to deliver the said deed of Trust to said Clerk to be recorded, in violation of his agreement and understanding with your Complainant and thereby commits a gross fraud upon your Complainant.

In consideration whereof and inasmuch as your Complainant is without adequate remedy save in a Court of Equity where matters of this sort are peculiarly cognizable, to the end, therefore, that justice may be done, your Complainant prays that

the said Wm. A. Joyner and Anneliza Joyner be made parties defendant to this Bill & required to answer the same. That the said deed of bargain & sale be set aside and annulled. But if your Honor should be of opinion that the said deed of Bargain & Sale should not be set aside and annulled, then in that event, your Complainant prays that a lien be created & established upon the said land for the purchase price of \$500. pursuant to the terms & conditions of the sale as aforesaid. That the said Wm. A. Joyner and Anneliza Joyner, his wife, be restrained & enjoined from creating any lien or encumbrances upon the said land until the said purchase price of \$500. be paid or secured to your Complainant, and that all such other further relief may be granted as in the premises is just and right.

And your Complainant will ever pray &c.

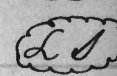
W. J. Sebrill, p.p.

Nov 5, 1885.

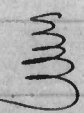
Sworn to before me, L. B. Price C. C.

This Deed made this 4th day of June
in the year one thousand eight hundred
and eighty four, between W. F. Bradshaw
& Martha Ann, his wife, of the first part,
and William A. Joyner of the second
part: Witnesseth: that in consideration
of the sum of \$415.⁰⁰ four hundred and
fifteen dollars, the said parties of the
first part do grant unto the said William
A. Joyner and his heirs forever, with gen-
eral warranty, all their right, title and
interest in a certain tract or parcels of
land, known as the Pover's tract, it
being the same on which the said Wil-
liam A. Joyner now resides. Contain-
ing (110) one hundred and ten acres
more or less, and adjoining the lands
of Henry Jones, the Burges' estate, W. F.
Bradshaw and others.

The said parties of the first part cov-
enant that they have the right to convey
the said land to the grantee: That they
have done no act to encumber the said
land, that the grantee shall have
quiet possession of the said land, free
from all encumbrances, and that they,
the said parties of the first part, will
execute such further assurances of

the said land as may be requisite.
Witness the following signatures and seals.
W. F. Bradshaw 
M. A. Bradshaw 

State of Virginia:

County of Southampton  to wit:

I, R. A. Bristow, a Notary Public for the County of Southampton - in the state of Virginia, do certify that W. F. Bradshaw whose name is signed to the within writing, bearing date on the 4th day of June 1884, has acknowledged the same before me in my County aforesaid.

Given under my hand this 4th day of June 1884.

R. A. Bristow N. P.

State of Virginia,

County of Southampton - to wit:

I, R. A. Bristow, a Notary Public for the County of Southampton - in the state of Virginia - do certify that Martha Ann Bradshaw, the wife of W. F. Bradshaw, whose names are signed to the within writing, bearing date on the 4th day of June 1884, personally appeared before me in the County aforesaid - and being examined by me, privily and apart from her husband, and having the writing aforesaid fully explained to her,

she the said Martha Ann Bradshaw
acknowledged the said writing to be her
act, and declared that she had willingly
executed the same, and does not
wish to retract it.

Given under my hand this 4th day
of June 1884.

R. A. Priston

Notary Public

Southampton County: In the Clerk's Office,
August 3^d 1885.

The foregoing Deed was this day received
and with the Certificate annexed, ad-
mitted to record.

Testo. J. B. Prince C. C.

Atty.

Testo. B. F. McLenore D. C.

\$5-0000

On demand we promise to pay W. A. Bradshaw the sum
of five hundred dollars for value received. We waive the
benefit of our homestead exemption as to this debt. Given
under our hands and seals this 4th day of June (1884)
one thousand eight hundred and eighty-four.

Witness:

R. A. Bristol.

William S. Joyner.

Ameliza Joyner.

Seals

Seals

Joyner & wife
Bond.

\$50000

Secured by deed of trust.

W L Brodhu

"B"

Bradshaw

4 } Sum

Joyner

1885. Oct: Rnt 20

Leis: 64

Ex p^{te} Oct 2^d
1885- by delivering to
each a copy of this
Summus

Ld Vicks Brg
for Ld Wicks 24th

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU TO SUMMON

*Wm A. Joyner and
Ann. Eliza Joyner*

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 *October* next, to answer a bill in Chancery exhibited against *them*
in our said Court by

H. F. Bradshaw

And this *They* shall in no wise omit; and have then there this writ.

WITNESS, J. B. PRINCE, Clerk of our said Court, this *1st* day of *October*, 188*8*,
in the *110th* year of the Commonwealth. *Testo. J. B. Prince C.C.*

Bradshaw 146

or } Stat: Rules

Jogner's wife

In Southampton Circuit Court.
W. F. Bradshaw. Plff.

against

1885 } In
Oct 1. } Com. A. J. J. and Ann Eliza J. J. } Chancery
Summons to Oct. Rules. Sept.

Oct. Rules. Summons rets. Ex. P. Bill exhibits filed -
and decree nisi re Septs.

Nov: .. Cause set for hearing.

Bradshaw
in Copy Deere
Joyner & wife

I went to Wm Joyner
Decr 11th 1885 and delivered
a copy of this Deere to
his wife. Wm Joyner
I found in a dying condi-
-tion, and he died that
night

G. W. Vick

Shfr

In Southampton Circuit Court -
November Term 1885

Bradshaw & Decree.

vs
Joyner & wife

This day this Cause came on to be heard on the plain-
tiff's bill, taken for confessed as to the defendants,
the exhibits of file & was argued by counsel on conside-
ration whereof, and the Court being of opinion that
the delivering for record of the deed of bargain & sale
from W. F. Bradshaw & wife to Wm. A. Joyner, ^{dated} June 4th 1884 by the said Joyner,
at same time delivering the deed of trust, which
the said Joyner & wife had executed to secure a bond
due by said Joyner & wife to W. F. Bradshaw for \$500.
was a fraud upon the said Bradshaw (the said deed
of trust having been delivered by the said Bradshaw to
the said Joyner with the express understanding that it was
to be delivered, doth a Judge order & decree that the said
deed of bargain & sale dated 4th June 1884, from
W. F. Bradshaw & wife to W. A. Joyner, conveying a
certain tract of land therein particularly described,
be & the same is annulled & set aside. And the Court
doth a Judge further decree that the said Joyner & wife
deliver possession of the land conveyed by aforesaid deed
of bargain & sale of June 4th 1884 to said Bradshaw
and if they should refuse so to do, then the Clerk
of this Court is authorized to issue a writ of possession.
And this suit is ordered to be dismissed at
costs of defendants.

A Copy
Teste

J. B. Prince C. C.

Bradshaw

vs } Deene.

Joyner trustee

This day this Cause came on to be heard on the plaintiffs bill, taken for confessed as to the defendants, the exhibits filed and was argued by Counsel. On consideration whereof, and the Court, being of opinion that the delivering for record of the deed of bargain & sale from W. F. Bradshaw trustee to W. A. Joyner dated June 4th 1884, by the said Joyner, without at same time delivering the deed of trust, which the said Joyner trustee had executed to secure a bond due by said Joyner trustee to W. F. Bradshaw for \$500. was a fraud upon the said Bradshaw (the said deed of trust having been delivered by the said Bradshaw to the said Joyner with the express understanding that it was so to be delivered, doth adjudge order & decree that the said deed of bargain & sale dated 4th June 1884, from W. F. Bradshaw trustee to W. A. Joyner, conveying a certain tract of land therein particularly described, be and the same is annulled and set aside. And the Court doth further decree that the said Joyner trustee deliver possession of the land conveyed by aforesaid deed of bargain

sale of June 4. 1884 to Sais Bradshaw-
and if they should refuse so to do, then
the clerk of this Court is authorized to
issue a writ of possession. And this
suit is ordered to be dismissed at costs
of defendants.

Bradshaw

vs
Z. Dyer

J. Mervin

Nov Term 1885

To be entered.

Wm. B. Brown