

1885-17

Southampton County Chancery - Hundley, Benjamin F. VS Hundley, John A.

obtain an injunction until
full settlement can be made

Hendley 135
111 { Stat Rules
Hendley

1885-

July 4. Summons to Mech Rules.
Mech Rules. " Exts. Bill filed. deere nisi or Deft.
Apl. 11. Cause set for hearing.

Hundley
v { Bond

Hundley

1885. Feb. 8.

Know all men by these Presents, That we *B. F. Hurdley and*
C. L. Williams

are held 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, executors 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 dated this

3^d

day of

February

A. D. 188*5*

THE CONDITION of the above obligation is such that if the above bound

B. F. Hurdley, shall pay to John A. Hurd-
ley, the Defendant in a chancery suit now
pending in the Circuit Court of Southampton
County - styled Hurdley vs Hurdley - all
damages & costs which he may sustain
in the event the injunction awarded by the
Judge of the County Court of Southampton County
in vacation Feb. 3^d 1885
shall be dissolved

~~shall faithfully discharge the duties of~~
or else to remain in full force and virtue.

~~office or trust according to law, then the above obligation to be void,~~

Signed, sealed and delivered }
in presence of the Court.

B F Hurdley
C L Williams



Brundley

or 3

Deer

Brundley

To be used

Two times 188.5 -

Geo Blow

✓

1
Bundley

vs 3

Deere

Bundley

On motion of The Plaintiff
by his counsel Shands vs Son his fee in
This case is dismised

In vacation,
 the prayer of the plaintiff's bill is granted; that is to enjoin and restrain the Defendant John A. Hurdley from entering on or occupying the farm or any part or parcel of the Vicksville tract of land. Containing three hundred and sixty one acres, or from molesting or disturbing Benjamin F. Hurdley in any way in the quiet and peaceable possession of the said Vicksville, in its entirety, until the further order of this Court. But the said B. F. Hurdley shall not have the benefit of this order or injunction until he shall have executed in the Clerk's Office of the Circuit Court of Southampton, or bind in the penalty of five hundred dollars, conditioned to pay to John A. Hurdley any damages he may sustain by reason of the granting and issuing this injunction.

Mosby. Tuto.

J. R. Prince C. C.

Hurdley
 13
 Sumner

Hurdley
 1885 March Rules

Executed February 6th 1885
 by delivering to John A. Hurdley
 a copy of the within summons

By W. Vickery
 for W. W. Briggs Sheriff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU TO SUMMON

John A. Hundley

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 *March* next, to answer a bill in Chancery exhibited against *him*
in our said Court by *B. F. Hundley*

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

WITNESS, J. B. PRINCE, Clerk of our said Court, this *4th* day of *Feb*, 188*5*
in the *109th* year of the Commonwealth.

J. B. Prince C. G.

sustains by reason, the granting and
issuing this injunction

E. C. Banett Judge

To The clerk of The circuit court of
Southampton County

154

Handley

or J. Bell

Handley

To the Honorable E. C. Barnitt judge
of the county court of Southampton
in chancery sitting

Humly complaining your
Orator Benjamin F. Humdley sheweth
unto your Honor, That being proposed
in fee simple of a certain tract of
land lying in Southampton county
known as the old Vicksville Tract
and containing Three hundred and
sixty one acres in October 1878 he
sold an undivided half of the
same to John A. Humdley for the
sum of six hundred and eighty seven
dollars and fifty cents and that your
Orator though he had sold an undivided
half of the said land to the said
John A. Humdley continued to reside
on the said land and has resided
on it up to this time

Your Orator states further to
your Honor that he and John A.
Humdley were engaged in a mercantile
business and farming in Partnership
on the same farm your Orator
residing on the house managing
both the farm and other business

notice in the fall of 1882 John A
Hendley instituted a suit in the
circuit court of Southampton for a
settlement of the partnership account
and a division or sale of the said
Tract of land, subsequently in 1884
John A Hendley filed another bill
in the same court in regard to the
same land and asking the appointment
of a receiver the prayer of the bill
was granted and B. F. McGeehan
appointed a receiver who acting under
the order of the court sold the personal
effects of the partnership and notice
the land out but both the causes
coming on to be heard together at the
November term 1884 of the circuit
court of Southampton a consent decree
was entered in which it was decreed
among other things that B. F. McGeehan
who was appointed a special
commissioner for that purpose should
divide the said Vicksville farm
into two equal parts if practicable
employing a competent surveyor to
assist him and allot one share to John
Orator and the other to John A
~~Hendley~~

Handley But in the commission
found it impossible to divide it into
two equal parts in value and
quantity he was to divide the same
as nearly equal as possible and report
what the party drawing the larger
share in quality and quantity should
pay the other, and the court also
decree that your Orator should
pay to John A Handley the sum
five hundred dollars in full of all
partnerships and other demands and
that there was to be lien of your
Orator share in land for this
amount until the same was paid
All of which will more fully
appear by reference to the said suit
now pending in the circuit court
of Southampton Your Orator asking
this cause may come on to be heard
at the same time with them

Your Orator sheweth further
unto your Honor that the said
B. F. McLeon is now proceeding
to act under the said deed and
has had a survey of the land
made but as yet has returned no
report to court and your Orator

has now distinctly charges, alleges and avers that he has resided on and occupies the mansion house and curtilage and the farm from the time of the sale to John A. Humbley up to this time the said John A. Humbley living on his own farm several miles away

Your Orator further charges, alleges and avers that on or about the 14th of December 1884 and after the consent decree for division was entered an authorized agent of John A. Humbley came to him and offered to sell him all his interest in the Vicksburg farm to wit the \$500 judgement secured by him and his undivided half for the sum of \$2000 and your Orator made the said purchase for the said sum of \$2000 to be paid as soon as practicable, that John A. Humbley agreed to take a bond of \$400 which your Orator holds against J. D. Putlow as cash Mr Putlow stating that if Mr J. A. Humbley desired it he would give him a check for the amount at once

Your Orator states that he intended
paying the whole amount of the
purchase money on the 20th but was
detained at court by a case which
he had in court and as soon as he
was discharged to wit on the 22nd of
December 1884 he went to John A
Hendley and offered to pay him the
said \$2000 and demanded a deed
for his half of the said land and
a discharge of the judgment lien
and John A Hendley refused to comply
saying he would stand by the decree
of the court entered at the November
Term 1884 and says he will enter
into possession of the land allotted
to him by commissioner ^{McGowan} ~~McGowan~~
so soon as he can be placed in
possession

In tender consideration whereof
and inasmuch as your orator is without
relief at law and only entitled to relief
in a court of equity where such matters
are peculiarly cognizable he therefore
prays that John A Hendley may be
made a party defendant to this bill
and that the court would compel him
as full and perfect answer makes to

the allegations therein contained as if
he has been ^{more fully} ~~thoroughly~~ interrogated
and that the court would by its order
of injunction restrain John A. Humbley
from entering on or occupying any part
or parcel of the Vicksville tract of land
or molesting your estate in the
possession of the whole of the said
361 acres of the Vicksville farm in
any way until the further order of
the court and that the court would
upon your estate's paying to John
A. Humbley the sum of two thousand
dollars which he ^{is} ready and now
offers to do order John A. Humbley
to convey by deed with general
warranty ^{to your estate} all right, title, and interest
which he may have of, in, or to the
said Vicksville farm and that the
court would grant such other and
general relief the justice and
equity may dictate and the nature
of his case may require and as
in duty bound your estate will
we pray

signed B. F. Humbley

Shanda & Son Jr. 9.

Southampton County Court

This day Benjamin F
Hendley personally appeared before me
and made oath that the facts set
forth in the above bill are true to the
best of his knowledge and belief given
under my hand this 3rd of February 1888

B. F. McLean or

Comm^r in Chancery

In vacation

The prayer of the plaintiffs bill is granted
that is to enjoin and restrain the defendant
John A Hendley from entering on, or
occupying the farm or any part or parcel
of the Wicksville tract of land containing
three hundred and sixty one acres or
from molesting or disturbing Benjamin
F Hendley in anyway in the quiet and
peaceable possession of the said Wicksville
in its entirety until the further order
of this court. But the said Benjamin F
Hendley shall not have the benefit
of this order or injunction until he
shall have executed in the clerk's office
of the circuit Court of Southampton a
bond in the penalty of five hundred
dollars conditioned to pay to John A
Hendley any damage he may

sustain by reason, the granting and
issuing this injunction

E. C. Bennett Judge

To The clerk of the circuit court of
Southampton County

154

Bondley
on 3 Bell
Bondley
