

1886 - 23

Southampton County - Chancery -

Vaughan, Thomas
et al

vs Harvart, J. F.
et al

"Injunction
to stop sale of
Real Estate"

Vaughan, Virginia A.

Prince, J. B.
Schull, W. J.

140

Vaughan

vs Stat: Rules

Howard Jr

On motion of Thomas Vaughan, an injunction is granted to restrain and prohibit J. F. Howard, her agents, attorneys at law and all other persons and especially W. J. Schree master from making sale of the property conveyed in the deed of trust from Thomas Vaughan wife to W. J. Schree. Master for a period of thirty days from the day on which the said property is advertised for sale. Teste. J. B. Danner 6.6

Vaughan

vs 3 Summons

Howard &c.

1886. Feby Rules
Cis. Ct

Bond with sufficient
Security has been ex-
ecuted according to
terms of injunction
order. Teste.

J. B. Danner

Entered January 18th 1886 by delivering
to J. H. Hubbard & Co. J. Schree a copy of
this summons

By H. H. H. 5th
for M. H. H. H. H. H.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU TO SUMMON

trustee

J. F. Howard and W. J. Sebrice

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 *February* next, to answer a bill in Chancery exhibited against *Them*
in our said Court by *Thomas Vanyhan Rees*

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

WITNESS, J. B. PRINCE, Clerk of our said Court, this *16* day of

January, 188*6*,

in the *110* year of the Commonwealth.

Teste J. B. Prince C. C.

Upon the Complainant, Thomas Vaughan,
entering into and acknowledging a bond,
with good security, in the Clerk's Office
of the ~~County~~ ^{Circuit} Court of Southampton
County, before the Clerk of said Court, in
the penalty of ~~One Hundred Dollars~~

Conditioned to pay all costs and damages
which shall be awarded against him in
^{case} the injunction herein mentioned shall be
dissolved, an injunction is granted in
pursuance of the prayer of the bill
within contained, to restrain and prohibit
the within-named J. F. Howard, and J.B.

Prince, ~~her~~ agents, attorneys at law, and
all other persons, and especially W. J.
Sebell, trustee, from making sale of the
property conveyed in the said Deed of
Trust for a period of ~~four months~~ ^{four days} from
the day on which the said property is
advertised for sale; and, in the event
of a sale thereof, after the lapse of
that period, the said W. J. Sebell, trust-
ee, as aforesaid, is hereby authorized
and directed to sell the said property
in separate parcels or lots, provided,
however, that thereby, enough may be
realized therefrom to satisfy the debt of
the said J. F. Howard, ^{and J.B. Prince} in full of principal

and interest.

To the Clerk of the
~~Circuit~~ County Court of
Southampton County.

Given under my hand this
the 16th day of Jan'y: 1886

Edw. B. Smith
Judge of County Court of
Southampton in vacuo.

Waggon
to
M

Howards father

Forster.

Injunction.

Vaughan wife
7. 1/2 D. 1/2

Howard Prince's Estate

Abby

Dec. 15. 4

This Deed made this 20th day of June 1883
between Thomas Vaughan and Virginia A. his
wife of one part, and William J. Sebrice
Trustee, Witnesseth: That in consideration
of five dollars, the said parties of the first
part do grant and convey, with general
warranty unto said Trustee, the following
tract of land, to wit: All that certain
tract of land upon which the said Thomas
Vaughan now lives. situated in Southampton
County. Containing 703 acres, more or
less, and bounded by the land of Robt S.
Pope. Henry Ferguson, the land belonging to
the Estate of John Throop dec^d. & others.
In trust to secure equally, two bonds. given
date with this deed. one for this ten hund-
red & nineteen $\frac{57}{100}$ dollars. due by Thomas
Vaughan to J. F. Howard, and one for six hun-
dred and fifteen $\frac{23}{100}$ dollars. due by said
Vaughan to J. B. Trices. In event of a sale
by virtue of this deed, it shall be after 20
days of public notice of time and place,
and upon such terms as the beneficiaries
or either of them may desire. and in
such event, the Trustee shall be entitled to
the usual Commission of five per cent
on gross sale. Witness the following signatures and
seals.
Thomas Vaughan 
Virginia A. Vaughan 

Virginia

Southampton County - to wit:

I, Wm. H. Parker, a Commissioner in Chancery of the Circuit Court of Southampton, in the State of Virginia, do certify that Thomas Vaughan whose name is signed to the writing above dated June 20th 1883, has acknowledged the same before me in my County aforesaid - And I do further certify that Virginia A. Vaughan, the wife of Thomas Vaughan, whose name is signed to the writing above, ~~dated~~ June 20th 1883, personally appeared before me in my County aforesaid, and being examined by me privately and apart from her ^{said} husband and having the writing aforesaid fully explained to her. She, the said Virginia A. Vaughan acknowledged that she had willingly executed the same and does not wish to retract it.

Given under my hand this 21st day of June 1883. -

Wm. H. Parker.

Commissioner in Chancery

Southampton County Court Clerk's Office.

July 2nd 1883. This Deed of Trust from Thomas Vaughan wife to W. J. Sebrall, Executor for the benefit of J. S. Howard and J. B. Pruned, was this day received and together with the Certificate thereto annexed, admitted to record.

Testo.

J. B. Pruned C. G.

Attest.

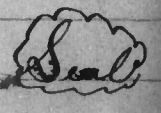
Testo. B. F. M. Leonard D. C.

Vaughan
To B
Parker, Atty
Power of Attorney.

Know all men by these presents that, I Thomas
Vaughan of Southampton County and State of
Virginia, have made, constituted, authorized and
appointed and by these presents do make, constitute,
authorize, and appoint W H Parker of Southampton
County and State of Virginia, my true and lawful
Attorney for me and in my name, place and stead
to sign my name, and affix my seal to a certain bond,
required of me in the Chancery Cause in which I am
Plaintiff and J F Howard and J B Prince, W J Seabell
as Trustee are Defendants, pending in the Circuit Court
of Southampton County upon my suing out an
injunction in accordance with the prayer contained
in the bill of said Cause. And generally, for me, the
said Thos Vaughan, in my name and to my use to do, or,
cause to be done all other lawful acts deeds matters and
things which shall or may be requisite and necessary
to be done in and about the premises, as fully and effectually,
for all intents and purposes, as I the said Thos Vaughan
might or could do if personally present and did the same.
Hereby giving and granting to my said Attorney my whole
power and authority in the premises, and hereby ratifying
allowing and confirming all and whatsoever my Attorney
shall lawfully do or cause to be done in and about the premises
by virtue of these presents.

In witness whereof I have hereunto set my hand and seal
this the 15th day of January 1886

Witness:

Thos Vaughan 

Jas F. Dersumy
Thos Vaughan Jr

Vaughan
vs & Bill &c.,
3
Howard's father's
Trustee.

To

The Hon: E. L. Darrin, Judge of
the County Court of Southampton
County. In Vacation.

Humbly complaining, sheweth
unto your Honor, your Complainant,
Thomas Vaughan, that, on the 20th day
of June 1888, he and his wife, Virginia
A. Vaughan, executed to W. J. Sebell, as
trustee, a certain Deed of Trust, which
was duly recorded in the Clerk's Office
of Southampton County, on the 2nd day
of July 1888, conveying a tract ^(of land) upon
which they now live, situated in the
said County of Southampton, containing
by estimation seven hundred and three
acres, be the same, however, ever so much,
more or less, and bounded by the lands of
Robt. S. Peto, Henry Ferguson, the land
belonging to the estate of John Thors, dec'd,
and others. In trust, however, to secure
equally two bonds of even date with said
Deed, one for Thirteen Hundred and
nineteen $\frac{50}{100}$ Dollars due to J. S.
Howard, and one for Six Hundred and
Fifteen $\frac{23}{100}$ ^{a certified copy of which said Deed is} due to J. B. Prince. That
^{here with} filed as an exhibit and made part of the file,
since the execution and recording of the
said Deed of Trust, your Complainant
having unfortunately failed, in conse-

quence of the short crops and low prices for last two or three years, to meet the prompt and timely payment of the interest on the debts therein secured, the said Mr. J. Sebell, as trustee, by the direction of J. F. Howard, one of the beneficiaries in the said Deed of Trust, has advertised a sale of the land in the same conveyed, to take place in the town of Jerusalem on the 18th inst., being County Court-day; that a sale of said land in the present business and financial depression of the Country - the failure of banks, the scarcity of money, the prostration of business, the suspension of furnaces, the great labor strikes of the North and the wide-spread bankruptcy and ruin over the land, - would be at a great sacrifice. Indeed, under these circumstances, of which both Courts and Judges do and are allowable to take judicial knowledge, it would be cruel and almost inhuman. For it would not only result in the great and unconscionable sacrifice of the property, but also, in the deprivation and ejection of a home and shelter for your complainant and a large, dependent

and helpless family, in sending them adrift upon the cold charity of the world, at a time too, when all arrangements have been made for the present year, making it, therefore, extremely difficult, if not impossible, for them to secure even an humble home and scant support. The property of your Complainant was advertised for more than a week before he received any knowledge thereof, which, then, was furnished him by the kindness of a friend, although the said J. F. Howard, the beneficiary, who is urging and forcing a sale, solemnly and faithfully promised, in such event, to inform him, in order that he might avail himself, in ample time, of the opportunity to raise the money and discharge his debt. Having failed to receive such information before the advertisement of sale, and not until a week or more thereafter, and since being informed, having been confined to his bed by sickness, he has had but little time in which to make arrangements to raise the amount necessary to avert a sale. The tract conveyed in said Deed, although estimated to contain 703 acres,

more or less, would, upon a survey thereof, doubtless, be found to contained at least a 1000 or 1200 acres, and, in fairly prosperous times, would sell for five or six thousand dollars, but which now, would bring very little more than two thousand dollars, under which circumstances, a sale would be extremely harsh and unmerciful. The other beneficiary, J.B. Prince, in the said Deed, is satisfied with his security and lien upon said land, and has, therefore, no disposition to urge or force a sale thereunder, but on the contrary is willing and has consented to give your Complainant further indulgence. For the reasons herein set forth, your Complainant is advised that he has just and sufficient cause to suspend and stay the sale of the property under said Deed for a reasonable time, in which he may take steps to make arrangements and satisfy the debts therein secured. He is also advised that, in the event of a sale, upon his failure to make the necessary arrangements to satisfy said debts, he has a right to have the property conveyed by said Deed sold in separate

parcels or lots, provided that enough may be thus realized to satisfy the debt, of the beneficiary therein secured, in full of principal and interest.

In Consideration whereof, and forasmuch as your Complainant is without adequate remedy at law, and only entitled to relief in a Court of equity where such matters are properly to be heard, Your Complainant, therefore, prays that J. F. Howard, J. B. Prince and W. J. Sebell, as Trustees, may be made parties defendants to this bill and required to answer the same on oath in their own property persons; that the said J. F. Howard, J. B. Prince, ~~their~~ agents, attorneys and all other persons be enjoined and restrained from a sale of the property conveyed in said Deed; that especially the said W. J. Sebell, as Trustee, in said Deed, be enjoined and restrained from a sale of the property conveyed in said Deed; that Your Honor will grant an order suspending and staying the sale of the said property, advertised under said Deed, for a period of ~~thirty days~~ ^{thirty days}, and, in the event of sale, after the lapse of that period, enter an

order instructing and directing the said H. J. Sebell, trustee as aforesaid, to sell the said property in separate parcels or lots, provided, however, that enough may thus be realized to satisfy the debt of the beneficiary, J. B. Howard, in full of principal and interest, and that, your Honor will grant all such further orders as may be necessary and proper. And your Complainant will ever pray &c.

W^m H. Parker, f.c.
— " —

Virginia,

County of Southampton, to-wit:

This day Thomas Vaughan appeared in person before me, W^m H. Parker, a Commissioner in Chancery for the Circuit Court, in and for the County and State aforesaid, and made oath that the matters in the foregoing bill stated as of his own knowledge are true, and those stated upon the information of others he believed to be true.

Given under my hand this 15th day of January 1886.

W^m H. Parker,
Com^r in Chancery
— " —

Nayham

vi $\frac{3}{3}$ Bond

Howard Jr.

1886. Jan'y 16

Know all men by these Presents, That we *Thomas Vaughan Sr*
and F. T. Hill

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of

One 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, and also waive any claim, right or privilege to discharge any liability arising under said bond in any currency, funds, counter-claims or offsets other than legal tender currency of the United States.

Sealed with our seals and dated this *16* day of *January* A. D. 18*86*

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

Thomas Vaughan Sr shall pay all costs and damages which shall be awarded against him in case the injunction granted by the Judge of the County Court of Southampton Jan'y 16. 1886, to restrain and prohibit one *J. F. Howard*, her agents, attorneys and all other persons and especially *W. J. Schell* trustees from making sale of the property conveyed in a deed of trust from *Thos Vaughan Sr* wife to *W. J. Schell* trustee for a period of thirty days from the day on which the said property is advertised for sale &c -

~~shall faithfully discharge the duties of~~ office or trust according to law, then the above obligation to be void, or else to remain in full force and virtue.

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

Thos. Vaughan Sr,
By Wm. H. Parker,
his atty in fact.
F. T. Hill



Vaughan
vs } Deere
Howard & Co

May Term 1886.

To be entered

Geo Brown

✓

Vaughan
vs } Decree
Steward &c

On the motion of the Complainants
and it appearing to the Court that nothing
further remains to be done in this Cause, it
is ordered that the same be removed from
the docket.