1890-03 Southampton County Chancery ~ Bradshaw, R. M. vs Myrick, Wm. A. et al

Musgrave, R. N.

Sues for injunction & restraining order

To the Honorable C. K. Hill Judge of the Circuit Court for Southampton County Va

Humbly complaining, your Orator R. M. Bradshaw sheweth unto your Honor That on the 9th day of November 1888 he executed a deed of Trust to Wm. A. Myrick as Trustee conveying a tract of land lying in the county of Southampton containing some four hundred acres to secure a debt due to Reuben N Musgrave for twenty five hundred dollars all of which will more fully appear by a certified copy of the same deed of Trust herewith filed marked exhibit A and prayed to be taken as a part of this bill

Your Orator sheweth further unto your Honor that he bought this land from Reuben N Musgrave and on the same day that Mr Musgrave gave him a deed he executed the deed of Trust above named to secure the purchase money to wit the sum of twenty five hundred dollars Your Orator states further that at the time he made this deed of Trust it was agreed also which was not inserted in the deed of Trust between him and Mr Musgrave that he should insure the house for

on the farm for fifteen hundred dollars in some good company for the benefit of the said Musgrave and should pay him the interest on the debt for the year 1889 Your Orator states, charges, and avers that he has complied with both these promises that he has insured the dwelling house for fifteen hundred dollars with L. L. Many insurance agent for the benefit of the said Musgrave and that time of the policy has not now expired that he has paid the interest on the debt up to the first of January 1890 and your Orator always charges and avers that the said Reuben H Musgrave die on and at the Southampton county court of December 1889 and the same declaration and promise made and repeated at the Jany county court 1890 of Southampton promise that if your Orator pais the interest for the year 1889 he would take no steps to close the debt for the year 1890 but would let him remain in quiet and peaceable of the said tract of land for the year 1890

Your Orator states further that he entered into the possession of this land on the last of February 1889 that he found the farm which is a valuable one in a

very bad condition and very much neglected
the fences have gone down, the fields has
gone to waste and very much of the land
has grown up, he went to work put this large
farm under a new and good fence clean
up again some twenty acres of lands put up a
shutter house and made a crop in 1889

Your Orator states charges and avers
that the action of the said Musgrave who
has gone back on his word is a great
surprise to him, had he have notified him
the latter of the year 1889 that he
would have his money he could have
procured it, but now in the beginning of
the year when people have made their
arrangement for the whole year the Trustee
to the said deed of Trust Wm A Mycock
has advertised only on twenty one days
notice that he will on the 17th of March
1890 sell the said farm at Courthouse
at public auction for cash, That acting
on the promise made to him by Mr Musgrave
the beneficiary in the said deed he has gone
on and made large expenditures for a crop
for the year 1890 that he has bought
three tons of fertilizer at a cost of at
least seventy five dollars has already
under twenty acres in oats and clover

on the farm for fifteen hundred dollars in some good company for the benefit of the said Musgrave and should pay him the interest on the debt for the year 1889 Your Orator states, charges, and avers that he has complied with both the promises that he has insured the dwelling house for fifteen hundred dollars with L. L. Many insurance agent for the benefit of the said Musgrave and that time of the policy has not now expired that he has paid the interest on the debt up to the first of January 1890 and your Orator also charges and avers that the said Reuben N Musgrave died on and at the Southampton county court of December 1889 and the same declaration and promise made and repeated at the January county court 1890 of Southampton promise that if your Orator pays the interest for the year 1889 he would take no steps to close the deed for the year 1890 but would let him remain in quiet and peaceable of the said tract of land for the year 1890

Your Orator states further that he enters into the possession of this land on the last of February 1889 that he found the farm which is a valuable one in a

very bad condition and very much neglected the fences had gone down, the fields had gone to waste and very much of the land had grown up, he went to work put this large farm under a new and good fence clean up again some ninety acres of land, put up a shutter house and made a crop in 1889

Your Orator states charges and avers that the action of the said Musgrave who has gone back on his word is a great surprise to him, had he have notified him the latter of the year 1889 that he would have his money he could have procured it, but now in the beginning of the year when people have made their arrangement for the whole year the Trustee to the said deed of Trust Wm A Myrick has advertised only on twenty one days notice that he will on the 17th of March 1890 sell the said farm at Courthouse at public auction for cash, That acting on the promise made to him by Mr Musgrave the beneficiary in the said deed he has gone on and made large expenditures for a crop for the year 1890 that he has bought three tons of fertilizer at a cost of at least ninety five dollars has already under twenty acres in oats and clover

and has prepared his land for a large crop of peanuts and corn and your Orator alledges charges and avers that to sell him out now under these premises and circumstances would be against equity and good conscience

For further 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 Wm A Myrick and Reuben N Musgrave may be made parties defendant to this bill and that the court would compel them as full and perfect answers make to the allegations therein contained as if they had been thereunto severally and specially interrogated but their answers on oath to this bill is hereby waived And that the court by its decree restrain and enjoin the said Wm A Myrick Trustee ~~restrain and enjoin~~ from selling the said tract of four hundred acres or that part thereof contained of land until its further order And that the court would grant such other and general relief the premises considered as equity may dictate and the nature of his case may require and as in duty bound your Orator will ever pray &c

R. M. Bradshaw
Solicitor for p.q.

Broadshaw

vs 3 Bill
3 exhibit

Mynick et Musgrave

Southampton County

This day R. M. Bradshaw personally appeared before me J. E. Bailey a justice of the peace for Southampton County state of Virginia in my county aforesaid and made oath that the facts set forth in the above bill in chancery are true to the best of his knowledge and belief given under my hand this 13th day March 1890

J. E. Bailey J.P.

Southampton County: In the Clerks Office Nov. 9. 1888.
The foregoing Deed Trust from R. M. Bradshaw to
R. N. Musgrave's Trustee, was this day received and
with the Certificate annexed admitted to record.

Teste: B. F. McLemore C.C.

Asstp. Teste: B. F. McLemore C.C.

Bradshaw R. M.
To
Deed of
Trust
Musgrave R. N.'s Trustee

1888. Nov. 9. Rec'd
R. R.

A

Recorded B. F. McL. C.C.
Page 528

A Copy

This Deed of Trust made the 9th day of November 1888.
between R. M. Bradshaw of the one part and W. A. Myrick Trustee of the other part Witnesseth: that in Consideration of the sum of Ten dollars, the receipt of which is hereby acknowledged the said Bradshaw doth grant and convey with general warranty unto the said W. A. Myrick, Trustee the following real estate to wit, all that piece or parcel of land lying in Southampton Co. Va. bounded by the lands of J. B. Camp, Jas. Scott and W. M. Kitchen. Containing Four hundred acres more or less, said land was formerly known as the Salathiel Lewis farm.
In Trust however to secure the payment of one bond dated Nov. 9. 1888. of Twenty Five Hundred dollars with legal interest thereon from date due Janry 1st 1889. by R. M. Bradshaw to R. T. Musgrave.
Witness the following signature and seals.

R. M. Bradshaw (Seal)

Southampton County To wit.

I. T. S. Thomas a Justice of the said County in the State of Virginia, do certify that R. M. Bradshaw whose name is signed to the writing above bearing date on the 9th day of Nov. 1888. has acknowledged the same before me in my County aforesaid.
Given under my hand this 9th day of Nov. 1888.

T. S. Thomas J. P.

Mayor &c.
and
Notice

Bradshaw

1890 Mch 29

Executed March 24
1890 by delivering a
copy of this notice to
Thos. H. Bradshaw a
member of the family
of Robt. M. Bradshaw
& over the age of
sixteen years old and
explaining its purport to
him the said Robt M.
Bradshaw not being found
at his usual place of
abode.

A. Gleeb Dep.
for J. W. Williams
Chief

To R. M. Bradshaw.

You are hereby notified that on the 29...th day of March in the year 1890, at the office of Powers & Sheets in Courtland Va. between the hours of 6 o'clock A. M. and 8 o'clock P. M. of that day I shall proceed to take the depositions of G. N. Musgrave & J. W. Williams and others, to be read as evidence in my behalf in a certain suit in Chancery depending in the Circuit court of Southampton county, wherein you are plaintiffs, and myself and W. A. Myrick heirs are defendants; and if from any cause the taking of said depositions be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from time to time or from day to day and from place to place or at the same place between the same hours until the same shall be completed.

Your obedient servant,

G. N. Musgrave
by Counsel.

Mch 21. 90
Issued & Southampton
to Execute.

The depositions of G.P. Musgrave and others, taken before me, Wm. H. Parker, a Commissioner in Chancery for the Circuit Court of Southampton County Va., pursuant to notice hereto annexed, at the office of Prince Scherer, in Courtland Va., on the 29th day of March 1890, between the hours of 6 o'clock A.M. and 8 o'clock P.M., to be read as evidence in behalf of R.N. Musgrave, in a certain suit in Equity, depending in the Circuit Court of Southampton County Va., wherein R.N. Musgrave and W.A. Myrick, trustee, are defendant and R.N. Bradshaw is plaintiff—

Present—
Prince Scherer
Saunderson

} attys for plff
attys. for defts

~~The witness~~, being duly ~~sworn~~, deposes as follows:—

2.

The taking of the depositions in this suit is adjourned until Monday, March 31st: 1890, between the same hours and at the same place.

Wm. H. Parker, Comm'r in Chy.

March 29th. 1890

The taking of the depositions in this suit is adjourned until Tuesday, April 1st: 1890, between the same hours and at the same place as stated in the Caption.

Wm. H. Parker, Comr in Chy.

March 31/90.

Tuesday, April 1st: 1890.

Present Shands & Son Counsel for plff.

G. N. Musgrave being duly sworn deposes as follows: } Prince & Sebrell Counsel for Defts.

Ques: What is your age, where do you reside and do you know the parties to this suit?

Ans: I am 59 years old, reside in Southampton County and know the parties to this suit.

Ques: Were you present at any conversations had between R. N. Musgrave and R. M. Bradshaw in regard to sale of the farm known as the S. Lewis farm by R. N. Musgrave to said Bradshaw: and if so, do you remember what Bradshaw told him in regard to paying the purchase money therefor if he bought it?

A I asked him if he had made any arrangements to get the money in case

he bought it. He stated that he had just so soon as the ~~present~~ then occupant, S. Lewis, left the premises.

Ques: Is this the same farm the sale of which is now enjoined by the proceedings in this suit?

Ans: Yes.

Ques: About what time was this conversation?

Ans: In the Summer or Fall of 1888.

And further this deponent saith not.

G. N. Musgrave

The deposition sworn of G. N. Musgrave & - cepted to by Counsel of Pff.

J. M. Williams being duly sworn deposes and says as follows:

Ques: What is your age, occupation, where do you reside and do you know the parties to this suit.

Ans: I am 42 years old, Sheriff of Southampton County, reside in said County & know the parties to this suit.

Ques. Do you know about what time possession of the S. Lewis farm was given to R. M. Bradshaw?

Ans: I think it was some time in February 1889.

Ques. During the year 1889 did you as Sheriff of So: ampton County have any executions against R. M. Bradshaw; and if so, did you attempt to make the money under the same?

Ans: Yes Sir. I did.

The above question and answer excepted to by pltff's Counsel.

Ques. What did R. M. Bradshaw say to you when you attempted to make the money under these executions?

Ans: He told me he had no property out of which I could make them, that every thing there belonged to his brothers.

Ques: Did he tell you in what way the property there belonged to them?

Ans. Yes. He told me the goods in the store belonged to his brother Adolphus for services rendered him for several years past. and that the other chattel property, including the crops on the place belonged to another brother. I understood from him that he owned none of the chattel property on the farm. This was in October or ~~1887~~ November 1889.

Excepted to.

Ques: Was R. M. Bradshaw at that time living on this said Lewis farm?

Ans: Yes Sir.

Ques: Did you make any money under said executions?

Excepted to.

Ans: No Sir.

Cross examination by plaintiff's Counsel.

Ques. Do you know who the former owner of this property was?

Ans: Yes Sir! it belonged to S. Lewis.

Ques: Did you have a process to dispossess him of this property; and if so, did you have much trouble in getting him away and how long did it take to dispossess him?

Ans: I did have such process. I had no trouble except that he put me off from time to time until I gave him positive orders and then it was about three weeks before he left.

Ques: Was the former owner, S. Lewis, considered a dangerous, desperate man and unsafe to have dealings with, and had he already had a good deal of trouble been much wrought up at being dispossessed of this property.

Excepted to.

Ans: He had that reputation, and seemed to be some what excited at being dispossessed of his farm.

Ques: When you went to levy those executions who had charge of the farm?

Ans: I thought R. M. Bradshaw did but don't know.

And further this deponent saieth not.

J. W. Williams

It is hereby agreed that the Copy of the judgment herewith filed is evidence of the dispossession of the said Lewis from the said farm, and that possession was delivered to said Bradshaw some time in February 1889.

T. J. Herring, one of the witnesses for the plaintiff, being duly sworn deposes and says as follows:

Ques: What is your age, your occupation, where do you reside & do you know the parties to this suit?

Ans: I am 30 years of age, farmer, live in So: Ampton County and know parties to the suit.

Ques: Did Mr: R. M. Bradshaw approach you in the early part of March 1890, and try to borrow some money from you to pay off the indebtedness which he owed for the farm he had purchased from Mr: Musgrave.

Ans: He did.

Ques: Did you lend it to him, if not, why not?

Ans: No sir, I did not, from the fact that I had invested what surplus money I had at Christmas. I told him if he had come at or before Xmas I would have loaned him $1000. or more. I would have

Counsel him as much as $2000. on the place.

Ques: In the state of improvement in which the farm now is, since Mr: Bradshaw has taken charge of it, would you or not think $3000. a fair price for it if sold on reasonable terms.

Ans: As to that I can't answer, because I have not seen the farm since Mr: Bradshaw has been living on it.

And further this deponent saith not.

J. J. Herrin.

Wm. H. Bradshaw, another witness for the plaintiff, being duly sworn deposes and says as follows:

Ques: What is your age, occupation, where do you reside and do you know the parties to this suit.

Ans: 43 years of age, farmer, reside in Southampton County and know the parties to the suit.

Ques: Do you know about the time Mr: R. M. Bradshaw got possession of this Lewis farm from Mr: Musgrave, and in what state he found it, whether in good cultivation, with the fences &c in good order or not.

Ans: He got possession about February 1889. From the best I could see in passing, the farm was

in bad condition, the fences were down and the ditches filled up.

Ques: ~~Have you seen the farm~~ Since Mr: Bradshaw has had it in charge ~~and~~ has he had the fences put in repair and the ditches "shrubbed" down and cleaned out; and a field of 70 acres which had been turned out for several years, and grown up in broom sage, bushes, briers and brambles cleared up and put in cultivation?

Ans: Yes.

Ques: How much fencing is there around this farm?

Ans: About two miles.

Ques: When Mr: Bradshaw had the fences fixed were the old rails such as he could use or did he have to supply a greater part of them with new rails?

Ans: At some places he could use old rails but a greater portion of the fence had to be made entirely new.

Ques: What would you consider all the improvements put upon the place, including fencing, clearing of ditches &c, by Mr: Bradshaw since he has had charge of it, to amount to?

Ans: I should, I think $300. or $400; it might possibly amount to $500, and no doubt it would.

Ques: Has Mr: Bradshaw got his land prepared already for a Crop for the year 1890.

Ans: A larger portion of it.

Ques: Do you think that properly if put up at a cash sale now would sell for a fair price, or would it sell below its value.

Ans: At this season of the year I should think it would sell below its value; but in the fall of the year would bring a much better price.

Ques: Do you think that if Mr: Bradshaw was allowed possession of this property until the fall and goes a-head improving it as he has done and is now doing that it would be greatly enhanced in value.

Ans: I certainly do.

And further this deponent saith not.

Wm H. Bradshaw

A.F. Webb, another witness for the plaintiff, being duly sworn deposes and says as follows:

Ques What is your age, occupation, where do you reside and do you know the parties to this suit.

39 years of age, farmer, Dep: Sh'ff reside in So: Compton

and know the parties to this suit.

Ques: You have heard the deposition of Wm: W. Bradshaw just read. Do you endorse the same as being a true statement of the condition of the farm since Mr: R. M. Bradshaw has owned it and the improvements which he has made thereon.

Ans: I do; it is true — the entire deposition as given by Mr: Bradshaw.

And further this deponent saith not.

A. T. Cobb

S. L. Mabry, another witness for the plaintiff, being duly sworn deposes and says as follows:

Ques. What is your age, your occupation, residence and do you know the parties to this suit?

Ans: 44 years of age, farmer and insurance agent, reside in Southampton County and know the parties to this suit.

Ques: When the house on the land which Mr: Bradshaw bought of Mr: Musgrave was insured did Mr: Musgrave apply for a policy on the same and pay the premium.

Ans: He did.

Ques: When that policy was renewed in 1890 did you demand payment of Mr: Bradshaw or Mr: Musgrave?

Ans: I sent the renewal to Mr: Musgrave and wrote him that I should look to him for payment. I have never demanded payment of Bradshaw for an insurance policy in this place nor has he ever refused to pay to me.

And further this deponent saith not.

L. L. Marny

R. M. Bradshaw, another witness for the plaintiff, deposes and says as follows:

Ques. What is your age, occupation, reside and do you know the parties to this suit?

Ans: I am 28 years of age, farmer, reside in Southampton County and know the parties this suit.

Ques: Mr: Bradshaw you state in your bill that you agreed to have the house you bought of Mr: Musgrave insured for $1500.00 for the benefit of Mr: Musgrave, did you do so.

Ans: Yes. I paid the money to Mr: Musgrave

Ques: Did you pay for the renewal of the same

from 1890 to 1891, Feby 20th: and if you did not, why?

Ans: Mr: Musgrave as before took out the policy and paid the premium. I saw him after farm was advertised for sale and told him that if he would give me the time asked for in my bill of injunction I would pay it.

Ques: You state in your bill that you had paid Mr: Musgrave the interest due on the sum which you owed him for the year 1889, he says that you still owe him a balance of interest for the year 1889 of $12.00. Will you please explain this discrepancy?

Ans: On Feby 10, I had given Mr: Musgrave $30.00 in cash, and had given a check on J. H. Lawrence & sons for the balance, already having made arrangements by shipping produce to Mr: Lawrence to meet that Draft when it was presented to him. Mr: Musgrave took the Draft and I thought that Mess: Lawrence & sons had paid it in full as agreed, but it seems they had not sold all my produce and had paid Mr: Musgrave only a portion of it. When he told me of that

State of affairs I paid him the amount which Mr: Lawrence had failed to pay.

Ques. Have you the a/c of Sales from Mess: Lawrence & Son showing that you had shipped them as stated produce with which to meet the Draft you had drawn on them in favor of Mr: Musgrave as above stated.

Ans: I have, which I herewith file as a part of this deposition marked "A".

Ques: Did you approach Mr: Musgrave in the fall of 1889, and ask him if you were to raise $800. or $1000. to pay on this place, would he give you further time?

Ans: He said he would.

Ques: Did you afterwards come to him and tell him that you did not think you would be able to raise that much money from your crop and if you would pay him interest for year 1889 he would give you the year 1890 in which to pay for your farm.

Ans: He did. No one was present but he and I. At Dairy Court 1890 he again agreed to this proposition.

Ques. Were you notified by Mr. Musgrave of the sale of this place before the advertisements were posted?

Ans: I was not.

Ques: In the last Conversation you had with him relative to the matter did he tell you he would have to have his money from you very soon or else he would have to advertise your place and sell it, or were you left under the impression by him that your paying the interest and keeping the house insured ... would give you the year 1890 to pay for the place and would not sell it that year.

Ans: He did. He said he would not advertise it without letting me know it, ~~he said~~.

Ques- After you heard that the property was advertised did you apply to any one to get the money to pay this debt, and if so, state to whom.

Ans: I did go to several, who told me that if I had applied a short while sooner I could have gotten the money.

Ques. Why did you not apply sooner?

Ans: Because I relied on the statement made me by Mr. Musgrave, and did not think he wanted his money earlier part of until 1890.

Ques: You ask in your bill eleven months, from Feby 1st: 1890, longer indulgence in which to make arrangements to pay for this property, would you be willing to give Mr: Musgrave security to pay him the interest due on his debt for 1890, all insurance dues and file a statement in these papers that in case you should not then be able to pay the whole or such part of his debt as he might demand you would be willing to vacate the premises on or before Janry 1, 1891.

Ans. I am.

Ques: Have you already prepared your land and made arrangements for a crop this year as stated in your bill?

Ans: Yes Sir - I have.

Ques Would $5 00. cover all the improvements put on this land since you have owned it?

Ans: I think that amount will about cover it.

And further this deponent saith not.

K. M. Bradshaw

I, Wm. F. Parker, a Commissioner in Chancery of the Circuit Court for the County of Southampton in the State of Virginia, do hereby certify that the foregoing depositions of G. N. Musgrave, J. W. Williams, T. J. Herrin, Wm. F. Bradshaw, A. F. Cobb, L. L. Mann and R. M. Bradshaw were duly taken, sworn to and subscribed before me at the place and time mentioned therein and in the caption thereto, pursuant to the annexed notice. In witness whereof I have hereto set my hand on this 2nd: day of April 1890.

Wm. F. Parker, Comm'r in
Chy Cir: Ct as aforesaid.

Commissioner's fee $10.00
Charged to the Plaintiff.

MARK PLAINLY, USING STENCIL WITH YOUR NUMBER, AND MAIL BILL OF LADING FOR EACH SHIPMENT.

No. .....

Account Sale of 1 B/D. Peaches 1 B/Hides received

per N. & W. R.R. and sold by J. W. LAWRENCE & SONS,

for account of Mr R. M. Bradshaw Bowers Va.

Date of Sale.	Marks.	No.		Total.	Price.	Amount.
March 3	In full 1 Brl	1 1/2	105 lbs	105	04	4 20
		3	Hides	36	5½	1 98
		1	Damaged Calf	4	02	08
		1	Corn			32
	sold at last	1	8 1/2" Hds B. Wax		20	1 70
		1/2	" Myrtle		10	15
						8 56
	——CHARGES.——					
	Freight,				46	
	Drayage, (2)				45	
	Wharfage,				64	
	Labor, Storage and Weighing,					
	Insurance,					
	Commission on $8.56 @ 5%				43	1 38
	Net proceeds to credit of Mr R. M. Bradshaw					7 18

Norfolk, Va. March 6/90 J. W. Lawrence & Sons.

MARK PLAINLY, USING STENCIL WITH YOUR NUMBER, AND MAIL BILL OF LADING FOR EACH SHIPMENT.

No. .....

Account Sale of 1 C/ Eggs & Nor. & Cin. R.R. received

per Express and sold by J. W. LAWRENCE & SONS,

for account of Mrs R. W. Broadhaus Dover Del

Date of Sale.	Marks.	No.		Total.	Price.	Amount.
Mar 1		60	Doz Eggs	60	13	7 80
		13	Chickens	13	37½	4 88
		1	Turkey			2 60
						15 93

CHARGES.—

Freight,	C/F		
Drayage,	On invoice, Exempt	1 05	
Wharfage,	Return Exempt	20	
Labor, Storage and Weighing,		20	
Insurance,			
Commission on $17.93 @ 5 %		63	2 10
Net proceeds to credit of	Mrs R. W. Broadhaus		13 83

Norfolk, Va. Mar 3/90 J. W. Lawrence & Sons.

MARK PLAINLY, USING STENCIL WITH YOUR NUMBER, AND MAIL BILL OF LADING FOR EACH SHIPMENT.

No.

Account Sale of 163 Hams &c received

per Sch R.E. and sold by J. W. LAWRENCE & SONS,

for account of Wm R. F. Bradshaw Bowers Va

Date of Sale.	Marks.	No.		Total.	Price.	Amount.
Feb 18		51	Hams	300	15½	46 50
		23½	lbs Sausage	23½	10	2 35
						48 85
	——CHARGES.——					
	Freight,				57	
	Drayage,				25	
	Wharfage,				03	
	Labor, Storage and Weighing,					
	Insurance,					
	Commission on $48.85 @ 5				2 45	3 30
	Net proceeds to credit of Wm R. F. Bradshaw					45 55

Norfolk, Va. Feb 20/90 J. W. Lawrence & Sons.

MARK PLAINLY, USING STENCIL WITH YOUR NUMBER, AND MAIL BILL OF LADING FOR EACH SHIPMENT.

No. .....

Account Sale of 1 B Cotton received

per A. & N. R.R. and sold by J. W. LAWRENCE & SONS,

for account of Mrs. R. W. Bradshaw Powers Va

Date of Sale.	Marks.	No.		Total.	Price.	Amount.
Feb 12	R.W.B	1		397	10¼	40 69
	Stained					
	——CHARGES.——					40 69
	Freight,				88	
	Drayage,				13	
	Wharfage,				10	
	Labor, Storage and Weighing,				50	
	Insurance,				30	
	Commission on $40.69 @ 2½% R.W. Bradshaw				102	2 83
	Net proceeds to credit of R.W. Bradshaw					37 86

Norfolk, Va. Feb 13 90 J.W. Lawrence & Sons.

MARK PLAINLY, USING STENCIL WITH YOUR NUMBER, AND MAIL BILL OF LADING FOR EACH SHIPMENT.

No. .....

Account Sale of 1 B. & D. Pawetry received

per Express and sold by J. W. LAWRENCE & SONS,

for account of Mrs R. W. Baldwin Bowers Va

Date of Sale.	Marks.	No.		Total.	Price.	Amount.
Feb 5		20	W. Chickens	20	20	4
	Salted & Stale	3	" Turkeys	3	60	1 80
						5 80
	—CHARGES.—					
	Freight, Exp				45	
	Drayage,					
	Wharfage,					
	Labor, Storage and Weighing,					
	Insurance,					
	Commission on $5.80 @ 5				29	1 74
	Net proceeds to credit of Mrs R. W. Baldwin					3 10 6

Norfolk, Va. Feb 7/90 J. W. Lawrence & Sons.

MARK PLAINLY, USING STENCIL WITH YOUR NUMBER, AND MAIL BILL OF LADING FOR EACH SHIPMENT.

No. .....

Account Sales of 1 B/D. Apples 1 Keg D. Peaches received

per A & K R R and sold by J. W. LAWRENCE & SONS,

for account of Wm R. Wm. Bradshaw Richard Bowers Co

Date of Sale.	Marks.	No.	Total.	Price.	Amount.
Jan 13/15	in full	1 B/D. Apples	166 20 146	3½	5 11
		1 Keg " Peaches	98 9 89	08	5 32
					10 63
	——CHARGES.——				
	Freight,			53	
	Drayage,			25	
	Wharfage,				
	Labor, Storage and Weighing,				
	Insurance,				
	Commission on $10.63 @ 5 %			55	1 33
	Net proceeds to credit of Wm R. Wm. Bradshaw				9 30

Norfolk, Va. Jan 13/15 J. W. Lawrence & Sons.

MARK PLAINLY, USING STENCIL WITH YOUR NUMBER, AND MAIL BILL OF LADING FOR EACH SHIPMENT.

No. .....

Account Sale of 3 C / 6990 received

per A & W R R and sold by J. W. LAWRENCE & SONS,

for account of Mr R. W. Bradshaw Powers Va

Date of Sale.	Marks.	No.		Total.	Price.	Amount.
Jan 31 Feb 4		60	Dog	60	13	7 80
	——CHARGES.——					7 80
	Freight,				4 27	
	Drayage,				95	
	Wharfage,				02	
	Labor, Storage and Weighing,					
	Insurance,					
	Commission on $ 7 80 @ 5 %				39	1 08
	Net proceeds to credit of Mr R. W. Bradshaw Check					6 07

Norfolk, Va Feb 4 / 90 R. W. Lawrence & Sons.

Bradshaw 135

Depositions

Musgrave et al.

1890. Apl 2. Filed

B.F.M. Clk.

Southampton County, Court, January Term, 1889.

R. M. Bradshaw Pltff.
against
L. Lewis & Mary A. Lewis Defts
} In an action of Unlawful Detainer.

This day came the parties by their Attorneys, and the Defendants plead "Not Guilty" as the Plaintiff alleges - and thereupon came a Jury to wit: Henry Porter, Jas. Dickens, Chas. H. Simmons, Chas Knight, E. F. Ferguson J. L. Worrell, E. P. Barham, Albt Applewhite Wm J. Gillette, Wm Joyner Jas Kitchen & W. H. Cale who being sworn to try whether the Defendants, against the consent of the Plaintiff, holds possession of the tract of land and appurtenances mentioned in the complaint filed in this cause; Whether the Defendants have so held possession thereof, against the consent of the Plaintiff for three years, next before the Exhibition of the said Plaintiff? and whether the Plaintiff hath the right of possession in the tract of land aforesaid - and to find a true verdict thereupon - according to the evidence = And having fully heard the evidence, retired to their room to consult of a verdict - and in a short time the said Jury returned into Court, having found a Verdict in these words, to wit: "We the Jury find that the

Defendants unlawfully with held the tract of land containing 40 acres more or less - adjoining the lands of J.B. Camp, James Scott, Wesley Hitchin and others - and that they have not or with held the same for three years before the issuance of this summons".

Therefore it is considered by the Court that the Plaintiff recover against the Defendants the possession of the tract of land aforesaid, and his costs by him about his suit in this behalf Expended. Whereupon the Plaintiff prays a writ to be directed to the Sheriff of this County - to cause him to have possession of the tract of land & appurtenances aforesaid returnable here &c.

A Copy Test B.F. McLemore c.c.

Bradshaw
vs
Mufoot &c

Answer
of
Municipality

1890. March 22d. filed
B. F. M. a.c.

The Answer of R. N. Musgrave to a bill of Complaint exhibited in the Circuit Court of Southampton County against himself & W. A. Mynick trustee, by R. M. Bradshaw. This respondent for answer to said bill, says:- That it is true that complainant Bradshaw executed his deed of trust to Wm. A. Mynick trustee on Nov: 9. 1888. Conveying a tract of land that was sold to him by respondent on same day he executed said trust deed to secure the payment of the entire purchase money. Respondent also admits that said Bradshaw has paid the insurance policy on the dwelling to Feby 20. 1890. But respondent denies positively that any of that policy was in force when the Complainant files his bill, but on 13 March 1890. On the contrary that policy had expired for nearly one month, and respondent is sorry to state that he has been forced to take out another policy on the dwelling on the farm sold said Bradshaw. and he has not been able to get anything from Bradshaw on acct of said Insurance. Respondent files a letter from L. L. Mann, marked "A", showing that the Insurance Agt with whom

he effected this last Insurance said he
never have to look to respondent
and not Bradshaw for his money, and
he will exhibit the policy of Insurance
to show he has paid the money, if required by
the Court. Complainant Bradshaw charges
in his bill of complaint which was prefered
and sworn to on Feb 13. 1890 that part
of the time for which he effected Insurance
in the dwelling house had not then
expired. It is a fact beyond dispute that
it expired Feby 20. 1890, as will appear fully
from the policy filed herewith as Exhibit
"B". Said complainant charges and
swears that he had paid all the inter-
est on said purchase to Jany 1. 1890. or
one Year interest. The truth is said interest
is not paid yet. as will fully appear from
a letter of said Bradshaw herewith filed
marked "C". The complainant has prom-
ises to pay all interest by Jany 1. 1890.
but he paid none by that time, and
asked for indulgence to the 3rd Monday
in Jany 1890, as will appear from a letter
of his filed herewith as Exhibit "D". When
that day arrived he paid $16.00, Feby 10
1890 he paid $14.00 Mch 3. I received $65.
Mch 17. I rec'd $43.00 making $138. leaving

yet a balance due of $12. on last year interest. Here there are two distinct charges sworn to by complainant, and shown to be wholly untrue. Respondent states that sometime in the fall of 1889, complainant approached respondent and told him he owned him during the fall of 1889 or by June 1890 Eight hundred or One Thousand dollars on account of his purchase, and respondent then said to Bradshaw that if he owned him that much, he owned give him longer indulgence on the balance. but how much longer it was not stated, and respondent is free to say now that had Bradshaw paid that sum he owned have given him one, two or probably three years on the balance. Complainant Bradshaw told this respondent soon ~~after~~ before he bought the farm that as soon as he owned get the former owner, S. Lewis from the farm, he owned have no trouble in getting the money to pay for it. and this in the presence of other parties, so that it was never the idea of respondent from Bradshaw representations that he

owned have no trouble in getting his purchase money from Bradshaw. Respondent denies emphatically that he ever at any time or at any place told Bradshaw or any one else that if the interest for 1889 was paid he would take no steps to close the deed of trust during 1890. Such a declaration would have been extremely ridiculous when respondent had told him he owned Joy him Eight hundred or one thousand dollars. Respondent submits that his course in advertising the farm for sale Mch 17. 1890 could have been no surprise to Bradshaw, because he had never complied with but one promise he had made to him and that was to insure the building on the farm for one year. Respondent further submits that it would have been very silly for him to have notified Bradshaw in the latter part of the year 1889 that he must have his money, when Bradshaw had told respondent in the fall of 1889 that he owned Joy him $800 or $1000 dollars by Jany 1890, and respondent had told him if this was done, he would grant him further time. The truth is that complainant Bradshaw

wishes to keep this farm in his possession for another year. and he has put respondent off from time to time by promises which he knew he never not comply with when he made them, and one of which have been broken, until now the year is somewhat advanced and he hopes to keep the farm because it is late to look out for other quarters. Again, respondent submits that Bradbury can be put to no inconvenience by a sale of this farm now, from the fact that he has told respondent that one of the personal estate on the farm and the goods in the store on the farm he had sold to his brother, so that it seems be difficult to see how he could make any crop in 1890, when he has parted with all his personal estate to another. And having answered fully respondent asks now to be dismissed &c.

R. N. Musgrave

Bowers Va. March 18. 19

Mr R. N. Musgrave

Dear Sir if you will Give the 11 months as I asked ~~Come~~ without further Trouble come down to my house and I will Give a lease as long as to Secure the interest on the place for this year and Give you the $12 dollars Bal on last year and the $15 for insurance

Respt Yours

R. M. Bradshaw

Bowers Va Dec 31st 1889

Mr K. N. Musgrave Drummond Va

Dear Sir I used all the money I had a few days to Christmas to put in a new Stock of Groceries for Christmas and have not collected enough yet to pay you the Interest on the money I owe you So please wait Until the next Court day And I will have it there for you that day will be as soon as I can for you Respt yours

R. M. Braddock

REPRESENTS THE FOLLOWING COMPANIES:

Liverpool & London & Globe Insur. Co.
Virginia Fire & Marine Insurance Co.
Virginia State Insurance Company.
Life Insurance Company of Virginia.
Fidelity and Casualty Co. of New York

Office of L. L. MANRY,

FIRE, LIFE AND ACCIDENT INSURANCE,

Total Assets of Companies Represented, : : $9,026,115.

Franklin, Va., Feb 21 1890

Dear Sir

Herewith you will find policy on the Lewis House. I shall have to look to you and not Mr Bradshaw for the premium.

Accept thanks for your favors.

Very
L L Manry

yl

Mupose &c
ad 3 notice

Bradshaw

1890. apl 4

Executed March 24th 1890 by delivering a copy of this notice to Thos. A. Bradshaw a member of the family of Robt. M. Bradshaw sixteen years old and explaining its purport to him the said Robt. M. Bradshaw not being found at his usual place of abode

A. F. Cobb. Deputy

for J. H. Williams Shff.

To Wm Bradshaw -

Take notice that on the 4th day of April 1890, I shall move the Honorable Edd Hill, Judge of the Circuit Court of Southampton County, at his office in Norfolk Va to dissolve an injunction awarded by him in vacation March 14. 1890, in a suit in Equity depending in the Circuit Court of Southampton Co, wherein you are plaintiff and myself & W. A. Myrick are defendants. Respt -

Mch 21. 1890. } A. M. Thompson
To Sheff of Southampton } by Counsel.
Co. to Execute. }

Broadhead

W. Bond

Musgrave

1890. March 14 Filed.

Know all men by these Presents, That we R. M. Bradshaw. Edwin Bradshaw. & A. G. Bradshaw

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Two hundred and fifty 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 exemptions as to this obligation, and also waive any claim, right or privilege to discharge any liability arising under this 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 14 day of March A. D. 1890.

The condition of the above obligation is such that ~~whereas the above bound~~ R. M. Bradshaw ~~was elected in~~ ~~Magisterial District, in the County of Southampton by the qualified voters thereof at the election held on the ... day of ... 188 , for the term of two years, commencing on the first day of July, 188 , and after the said term of office shall have expired until his successor is qualified to enter upon the discharge of the duties of said office.~~

~~Now if the said~~ who if R. M. Bradshaw, did on the 14th day of March 1890, obtain from Judge C. H. Hill, Judge of the Circuit Court of Southampton County in Chancery ~~restraining~~ an Injunction, Wm. A. Myrick, Trustee, from selling a certain tract of land lying in Southampton County containing Four hundred acres and Conveyed by R. M. Bradshaw to the said Wm. A. Myrick Trustee, to secure a certain Bond therein named, due to Reuben H. Musgrave until the further order of the Circuit Court of Southampton, ~~upon~~ whereas, it was ordered that the said R. M. Bradshaw should not have the benefit of this Injunction and order until he shall have executed in the Clerks Office of the Circuit Court of Southampton a bond in the penalty of Two hundred and fifty dollars, with good and sufficient security ~~conditioned~~ to pay all Costs and damages which the said Defendants Wm. A. Myrick Trustee, and Reuben H. Musgraves may sustain by reason of the awarding of this Injunction in case this injunction should be dissolved then this obligation to be void otherwise to remain in full force and virtue

~~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.~~

R. M. Bradshaw {SEAL}

E. Bradshaw {SEAL}

A. G. Bradshaw {SEAL}

{SEAL}

Bradshaw

vs Z Deem

Mynick v Musgrave

To the clerk of the
Circuit court of
Southampton County
Va Enter this decree
In Vacation. Norfolk Va
March 14. 1890

C Mckee
Judge

Bradshaw

vs 3 Decree

Myrick & Musgrave

An injunction is granted and awarded to restrain the defendant Wm A Myrick Trustee of Reuben N. M Musgrave from selling the tract of land containing four hundred acres lying in Southampton County and conveyed by R. M. Bradshaw to the said Wm A Myrick Trustee & others a certain deed therein named until the further order of the circuit court of Southampton county but the said R. M. Bradshaw shall not have the benefit of this decree until he shall have entered in the clerk office of the circuit court of Southampton a bond in the penalty of $250 — with good and sufficient security to pay all costs and damages which the said defendants shall sustain Wm. A. Myrick and Reuben N Musgrave may sustain by reason of the awarding this injunction.

C M Stuart

Judge

Bradshaw 154

Stat: Rules

Musgrave &c.

1 afe

R. N. Bradshaw – Pltff

vs

Wm A. Myricks, Trustee
and Reubin N. Musgrave } Dfts.

1890 Mch 16. Proc. ifs. to 1st apl Rules

" 1st apl Rules: Proc. rel. Executs. Bill & Ex. files
answer of R. N. Musgrave filed –
Genl rels: decree nisi:

" 2" " " Cause set for hearing.

Bradshaw

1 Span

Musgrave

1890. April 1st

Executed March
31st 1890 by delivering
a copy of this Spa to
each of the within
named parties except
Chas. Stark who is
no inhabitant of my
Co.

A. F. Cobb Deputy

for J. W. Williams
Shff.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON A. F. Cobb - Wm. H. Bradshaw Alex: Branch Chas Hart, Thomas Irwin and L L Maury

B. F. McLemore, Comr

to appear before ~~the Judge~~ of our Circuit Court of Southampton County, at the Courthouse thereof, on the 1st day of April 1890 ~~Term~~, to testify and the truth to speak on behalf of R. M. Bradshaw in a certain matter of controversy in our said Court depending and undetermined between R. M. Bradshaw, plaintiff, and R. N. Musgrave & others, defendants. And this they shall in no wise omit under the penalty of the law. And have then there this writ.

WITNESS, B. F. McLEMORE, Comr ~~Clerk~~ of our said Court, at the Courthouse, this 27 day of March, 1890, in the 114th year of the Commonwealth.

TESTE: B. F. McLemore, Comr, ~~C. C.~~

W. A. Mynick
& Copy

R. M. Bradshaw

vs. } Notice.

R. R. Musgrove & W. A. Mynick

To R. N. Musgrove & W. A. Myrick

You are hereby notified, that on the 1st day of April, in the year 1880, at the office of B. F. McLEMORE, in the village of Jerusalem, Southampton county, Va., between the hours of 6 A. M. and 8 P. M. of that day, I shall proceed to take the depositions of Chas Hall, A. F. Cobb and others, to be read as evidence in my behalf in a certain suit in Chancery depending in the Circuit Court for Southampton county, wherein I am plaintiff and you are defendants; and if, from any cause, the taking of the said depositions be not commenced, or, if commenced, be no concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours, until the same shall be completed.

Your obedient servant,

R. M. Bradshaw
by Counsel

Virginia: In Vacation: In the Circuit Court of Southampton County.
the 14th day of March 1890

Bradshaw
Pl'ff
vs
Myrick & Musgrave

An injunction is granted and awarded to restrain the defendants Wm A. Myrick, Trustee of Reuben R. Musgrave from selling the tract of land containing four hundred acres, lying in Southampton County and conveyed by R. M. Bradshaw to the said Wm A. Myrick Trustee, to secure a certain debt therein named until the further order of this Court. But the said R. M. Bradshaw shall not have the benefit of this decree, until he shall have entered, in the Clerk's Office of the Circuit Court of Southampton County, a bond in the penalty of $250.00 with good and sufficient security, to pay all costs and damages which the said defendants, Wm A. Myrick and Reuben R. Musgrave may sustain by reason of the awarding this injunction

Test: B. F. McLemore C.C.

I certify that the Bond required by above Order has been given.

B. F. McLemore C.C.

Bradshaw
Pl'ff
vs
Myrick & Musgrave
Deft

1890. Copy, Rule, Cir: Ct.
Executed March 17th 1890 by delivering a copy of this Injunction, & each of the writs mentioned herein
L. W. Williams
D.S.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON Wm A. Myrick, Trustee and Reubin N. Musgrave

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 1st Monday in April next, to answer a bill in Chancery exhibited against them in our said Court by R. M. Bradshaw

And this they shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this 15th day of March, 1890, in the 114 year of the Commonwealth.

B. F. McLemore C. C.

R. M. Bradshaw

vs. } Notice.

R. N. Musgrove & W. A. Myrick

To R. N. Musgrave & W. A. Myrick

You are hereby notified, that on the 12th day of April, in the year 1880, at the office of B. F. McLEMORE, in the village of Jerusalem, Southampton county, Va., between the hours of 6 A. M. and 8 P. M. of that day, I shall proceed to take the depositions of Chas Holt & A. F. Cobb and others, to be read as evidence in my behalf in a certain suit in chancery depending in the Circuit Court for Southampton county, wherein I am plaintiff and you are defendants; and if, from any cause, the taking of the said depositions be not commenced, or, if commenced, be no concluded on that day, the taking thereof will be adjourned from day to day, at the same place and between the same hours, until the same shall be completed.

Your obedient servant,

R. M. Bradshaw
by Counsel

Brodhead
vs Z Doctor
Mortgage Fr.

For location
April 9. 1890
Released.
C Mott

Recorded page 384.

VICKERY & CO.,
Booksellers and Stationers,
Norfolk, Va.

Southampton Circuit Court.
In Vacation. April 9. 1890

Bradshaw
vs
Musgrave &c.

This day this Cause came on to be heard upon the papers formerly read, the answer of R. Musgrave, the depositions of witnesses, with general replication. and was argued by Counsel. On Consideration whereof, the Court doth adjudge order & decree, by consent of parties, that unless R. M. Bradshaw or some one for him shall pay unto R. R. Musgrave on or before Sept 15. 1890 the sum of twenty five hundred dollars with legal interest thereon from Jany 1. 1890 and this costs incurred by bringing this suit, then this injunction is dissolved and the said Musgrave shall have the right to sell under the deed of trust from Bradshaw filed in the papers of this Cause. And in the event of a sale the crops grown upon the said farm shall not be sold with the farm, but shall remain the property of those who may make them.