

1893-66

Southampton County Chancery. Spivy, Stith D.

VS Bradshaw, W. F. et al

to comply original agreement on
land sale

Bradshaw, Martha A.

¹³¹
Stith D. Spivey

vs

W. F. Frankland & wife

Bill & Exhibit

1882 October Rules.

580	words in Bill
270	" " Exhibit
850	

To the Hon George Blow,
Judge of the Circuit Court of Southampton County -
In chancery:

Humbly Complaining sheweth unto your Honor your
Orator, Stith D. Spivey of said County and respectfully represents
as follows:

That on the 23rd day of August AD 1881, in
said County, your Orator entered into a written Agreement
with W. F. Bradshaw & Martha A. Bradshaw his wife,
by which said Agreement said Bradshaw & wife agreed
to sell to your Orator a certain tract or parcel of land
in said Agreement described as "commonly known as the
Wellons place and formerly owned by the said Spivey," for
the sum of six hundred & thirty five dollars (\$635)
and said Spivey was "to have the term of five years in making
payment for the said land". Said tract of land is situated
in said County, contains about eighty acres more or less,
and is the same tract which was granted and conveyed by
said Stith D. Spivey wife to said W. Fabius Bradshaw, by
Deed of Bargain and sale, recorded in the Clerk's Office
of the County Court of said County, on the 7th day of Septem-
ber AD 1878; and is bounded as follows; on the North and
West, by Round-Hill Swamp; on the East and West by said
W. Fabius Bradshaw; and the public road leading from
Jerusalem to Berlin.

Your Honor will observe that said written
Agreement, (which is herewith filed as a part of this

"Exhibit
Bill and is marked A" does not specify in what
installments the said purchase money is to be
paid, nor whether the same is to bear interest
from date, but states only, in general terms,
That said "J. D. Sperry to have the term of five
years in making payment for the said land."

Said vendors, about the first of the present year,
gave your orator in possession of said tract of
land, in pursuance of said sale and said
Orator has been in the peaceable & quiet possession
ever since.

And your orator, in order to avoid all
controversy with regard to said payment for
said tract of land, some time in the early
part of January last and very shortly after
he had thus taken possession, offered to pay
the whole of said purchase money in cash
to said W. F. Bradshaw provided said Bradshaw
would execute to your Orator a deed for said
land according to contract. But said Brad-
shaw to the surprise of your orator, declared
that he would not receive said purchase money,
and that he would never at any time do so,
and that he would never, on any terms whatever,
make to your Orator any deed for said land.

Your Orator is still willing and desirous to com-
ply with his said contract, and being without
remedy, save in a Court of equity as this Court

able Court is, where matters of this kind are properly
cognizable, prays that your honor will make
said W. F. Bradshaw & M. A. Bradshaw his
wife, parties defendant to this Bill & compel
them severally to answer its allegations &c
that your honor will decree a specific per-
formance of said contract, upon such
terms as may to your honor appear just and
to equity may seem meet.

That your honor would grant such
other and several relief as equity may
dictate and the nature of the case
may require.

and as in duty bound, your orator
will ever pray &c

May it please the Court &c!

Geo. I. Kinross

per

This day Constable made out to before me
a Juror of the Peace in Southampton County
that he delivered a copy of this Summons to
Martha A. Bradshaw on the 2nd day of Octo-
ber 1882, and on the same day he went to the
residence of H. W. Bradshaw and he being
absent from home delivered a copy of this
Summons to Martha A. Bradshaw his wife
she being a white member of his family and
about the age of fifteen years, - he also gave
information to her of its purport given
under my hand and
Seal this 4th day of
October 1882,

R. A. Bristol, S. P. Seal

1882.

Oct. 1882

Bradshaw & Wife

in.

Chancery

and in

The Commonwealth of Virginia,

To the Sheriff of Southampton County---Greeting:

WE COMMAND YOU TO SUMMON *W. D. Bradshaw & Martin J.*

Bradshaw his wife,

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 *Clint J. Spivey*

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

Witness, LITTLETON R. EDWARDS, Clerk of our said Court this *30th* day of
1882, in the *10th* year of the Commonwealth.

September
L. R. Edwards, Clk

Separate answer of W. F. Bradshaw to a bill
in Chancery in the circuit court of Southampton
by Seth D. Sperry and wife

This defendant for answer to the said
bill or as much thereof as he is advised it
is material for him to answer answering says
he did make the contract with the plaintiffs
but with the distinct understanding that when
the said Sperry moved in they was to keep
open the reason he did this was that Sperry
drank hard at times and when under the
influence of ardent spirits was turbulent
that Sperry's house is not more than five
hundred yards ~~from~~ ^{some} the defendants ^{home} and he wanted
a good quiet ^{neighborhood} that the plaintiffs since being
placed in possession has come to defendants house
drunk and said when he got possession of the
place would give us hell after hearing this I
refused to make a deal, but am willing to
give him the rent this year and pay him
any special damage he may have sustained
by my refusal besides my wife's jointive
refusal ^{with the said Sperry} ~~places~~ ^{and I} ~~of~~ ^{conceding it to him} ~~out of~~ ^{cause} my power to comply
and having fully answered this defendant asks
to be dismissed with his costs &c

signed W. F. Bradshaw
Shand's Son p. 31

Loughborough County to wit.

This day W. F. Bradshaw personally appeared before me a justice of the peace for the aforesaid county and made oath that the facts set forth in the above return are true to the best of his knowledge and belief given under my hand this 2nd day of November 1882.

A. S. Cornwell

J. P.

Given on the above
the Special Return of
W. F. Bradshaw as to
the in absence of
D. Henry as from a justice

~~64~~ ~~104~~ ~~127~~ ~~117~~
~~76~~ ~~100~~
Spivay 13
iv } Stat. Rules 40

Bradshaw & Wife

In the Circuit Court of Southampton Co.

Wm D Quincy

Plaintiff

vs

W F Bradshaw & Martha A Bradshaw his wife

Defendants

In Chancery

1882 Sept. 30th Summons issued

" Oct. 10th Summons returned Executed Bill of filed - Same nisi

to Defts

" Nov. 10th Bill taken for confessed & Defendants answer set for hearing 12th

Spivy to Bradshaw
The Supreme answer to
Mary A. Bradshaw is
a bill in chancery by
S. D. Spivy to her husband

Separate Answer of M. A. Bradshaw wife of
W. F. Bradshaw to a bill in chancery by Little
O'Flinn against her and W. F. Bradshaw

This defendant for answer to the
said bill or as much thereof as she is advised
it is material for her to answer, answering say
she did sign the paper in the bill mentioned
but was wholly ignorant of its purport that it
was not read to her or explained to her and
there was no jury examination separate
and apart from her husband and she is advised
that the lands of married women cannot
be disposed of except in the mode prescribed
by law, and she now positively refuses to
make any deed to the plaintiff and is
willing that the court should appoint any
commissioner to do it for her and having fully
answered pray leave to be dismissed with her
costs &c

Signed M. A. Bradshaw
Thomas ^{son} J. G.

Southampton County to wit

This day M. A. Bradshaw
personally appeared before me and made oath
that the above answer is true to the best of her knowledge
and belief given under my hand this 2nd day of November

1882

A. S. Cornwall J. P.

Judge of the peace

The following agreement is also entered into the 20th August 1881.
That Mr. F. Bradshaw does solemnly agree to sell to Litch. W.
Spivey, a certain tract of land commonly known as the Wellons
place and formerly owned by the said Spivey, on the following
conditions - to wit - L. W. Spivey to have the term of five years
in making payment for the said land - the amount to be paid
as purchase money shall be \$635.00 six hundred and thirty-five
dollars. Given under our hands and seals the day and date
above written.
Witness
R. M. Edwards.

W. F. Bradshaw
Litch. W. Spivey.
M. A. Bradshaw

(Exhibit A)

This is to certify, that We W. F. Bradshaw and Seth M. Spruce do this
the 23rd day of August 1881. ~~do~~ enter into the following agreement - viz -
W. F. Bradshaw of the first part ~~to~~ does agree to furnish to S. M. Spruce
the party of the second part the Wolven farm for the year 1882, on the
following conditions said Bradshaw to furnish one half of the team
and feed for the team, implements of all kind, and labor
to be selected by Spruce, to the amount of one half of yearly expense.
Seth M. Spruce of the second ^{part} agrees to give his entire time to the
farm, with good care to the house and buildings and to prepare
and use as much compost and haul as much litter as time will
allow, and to furnish one half the team and feed for the team,
implements to the amount of one half, and ~~the~~ half of the expense
over and above his own labor. Then the crops of all kinds to be equally
divided between the parties of the first and second parts when
harvested. Signed the day and date above written.

Witness
B. M. Edwards

W. F. Bradshaw
S. M. Spruce
mark