1895 - 10 Southampton County - Chancery Hargrave, J. L. et als Vs Bradshaw, W. F. et al

To pay off debts & sell property to do so

Kello, John D.
Eckum, Ella
Avery, J. T.

Bradshaw, W. A.
David, C. L.

Hargrave & al
vs Bill
Bradshaw & wife

1872. 2. June R. Lilly

Ex Copied

To The Honorable C.W. Hill judge of The circuit Court of Southampton in chancery sitting

Humbly complaining your Orators I.L. Hargrave, John J. Kello, Ella Exum and J.T. Avery shew unto your Honor that in ~~the year of Christ~~ 1892 I.L. Hargrave obtained a judgment on a bond with the homestead waived in a justices court vs W.F. Bradshaw and wife M.A. Bradshaw for the sum of $3.57 cents with interest from the 15th of January 1892 and $1.85 cts costs which was docketed in the clerks office of Southampton county on the 21st of April 1892 which will more fully appear by a certified copy of the said judgment herewith filed marked A and prayed to be taken as a part of this bill that John J. Kello obtained a judgment on bond vs W.F. Bradshaw and wife M.A. Bradshaw for $1.12 cts and $1.50 cts with Homestead waived with interest from the 1st of June 1891 which judgment was docketed on the 1st of April 1892 as will more fully appear by a certified copy of the said judgment herewith filed marked B and prayed to be taken as a part of this bill, That John J Kello obtained another judgment vs W.F. Bradshaw and his wife M.A. Bradshaw on a bond for $66 with the homestead waived

with interest from May 5th 1887 and $1.50 cts
costs which judgement was docketed on the
5th of April 1892 as will more fully appear
by a certified copy of the said judgement
herewith filed marked C and prayed to be taken
as a part of this bill, That Ella Eaves
obtains a judgement vs W. F. Bradshaw and
wife M. A. Bradshaw on bond with the homestead waived
for $1.50 with interest from the 7th of October
1890 and $1.50 cts costs which was duly docketed April 5th 1892
in the clerks office of the county court of
Southampton as will more appear by a certified copy of
the said judgement herewith filed marked
exhibit DD and prayed to be taken as a part
of this bill, That the said W. F. Bradshaw
and his wife M. A. Bradshaw are indebted
to John T. Cawny by a bond for $80 with
the homestead waived due 1st of November 1890
made payable to R. F. Bell and by him
assigned to the said J. T. Cawney all of which
will more fully appear by the said bond
herewith filed marked Exhibit E's and prayed
to be taken as a part of this bill, Your
Orators state further unto your Honor
as fully appears by the said exhibits
soon files all the debts were due
and payable a long time before
the said W. F. Bradshaw and wife

M. A. Bradshaw made the deed of
trust date the 25th of February 1892
to C. L. Davis trustee conveying certain
real and personal estate to secure
a debt of $3324.40 cts alledged to be
due to W. P. Dick

Your Orators allidge, charge, and
aver that W. F. Bradshaw and his wife
M. A. Bradshaw being so indebted
to them with intent to hinder, delay
and defraud of them of their above
said debts did on the 25th day of Feb'y
1892 execute a certain deed of trust
to C. L. Davis as trustee conveying two
tracts of land lying in Southampton
one containing 444 acres and the
other containing 113 acres a valuable
lot of land in the city of Petersburg
lying on Harrison street fronting
150 feet and running back 257½ feet
There was also conveyed in the said
deed of trust two horses a mule 4 head
of cattle five brood sows and their
increase, two buggies, one Road cart
Rockaway, one waggon two carts sixty
barrels of corn 5000 pounds of fodder
one hundred bags of peanuts, piano
sewing machine and 4000 pounds of
bacon or pork, Your Orators charge

and believe that the real and personal estate conveyed in the said deed of Trust is largely more than sufficient to pay the debt of $5324.40 cts which they allege to be due to Wm P. Vick and can should the court sustain the validity of the deed which your Orators don't think can be done on the testimony hereafter to be introduced yet a sale will be necessary in order that the surplus may be applied to the payment of their debts in the order of their priorities, As the court can by the terms of the said deed order a sale on such terms as it thinks right on thirty days notice

Your Orators herewith file a copy of the said deed of Trust from W. F Bradshaw and wife M. A. Bradshaw to C. L. Davis Trustee for the benefit W. P. Vick marked exhibit A° and prayed to be taken as a part of this bill, Your Orators charge allege and aver that all this personal estate worth $1500 and real estate worth at least $3000 or $4000 in all say $7000 is placed under the control and by the deed will be

placed in the possession of of the
Trustee C. L. Davis for sale to pay
the debts and your Orators here
distinctly state charge and aver that
the said C. L. Davis is and has been
for some time notoriously insolvent
and they ask that the court will
require him to give a bond in
the penalty of at least ten thousand
dollars with good and sufficient
security for the faithful discharge
of his duties as Trustee and on
his failure to do so on ten days
notice place these lands and this
personal property in the hands
of a receiver of the court to answer
its further order

Your Orators again distinctly charge
and aver that this deed is fraudulent
and made to defraud them out of their
just debts. That Wm P Dick the supposed
beneficiary in this deed is a man
of very small means that he has
a small amount of real estate and
very little money that he had on
$3.324.40cts to lend or give Bradshaw
and his wife and it will turn out
that W. F Bradshaw and his wife

owe W. P. Vick nothing like the
sum of money this deed calls for
In Tender consideration whereof
and inasmuch as your Orators are
without relief at law and only entitled
to relief in a court of equity where
such matters are peculiarly cognizable
they therefore pray that W. F. Bradshaw
and his wife M. A. Bradshaw and
C. L. Davis may be made parties
defendants to this bill and that the court
would compel them as true and perfect
answer make to the allegations therein
contained as if they had been thereunto
more fully and specially interrogated
but answer on oath to this bill is
hereby waived that the said W. P.
Vick state to the court the amount
really due from W. F. Bradshaw and
M. A. Bradshaw to him and what
for, That the court require C. L. Davis
the trustee to give a bond with approved
security in the penalty of ten thousand
dollars to be executed in the clerks of this
court in a reasonable time from
this day and on his failure to do
so appoint a receiver to carry out
the provisions of the deed, That

the court would declare the deed of
Trust of the 25th of Febmary 1892 from
W. F. Bradshaw and wife M. E. Bradshaw
to E. L. Davis null and void as
to your Orators and that unless they
should pay your orators debts herein
named in a reasonable time to be
named by the court then that the
court would order the sale of so
much of the property named therein
as would be sufficient to pay your
Orators debts and demands or if
upon investigation it should appear
then is more than enough property
after paying W. P. Vicks debts to pay
your Orators that the court would
order the sale of all the personal
and real estate and after paying W.
P. Vick his debt then pay your Orators
their debts and demands, And that
the court would grant such other and
general relief the premises considered
as equity may dictate and the nature
of their case may require and as
in duty bound your Orators will ever
pray, And your Orators hereby give
notice to all the parties interested
that they will ask the court to
allow their allowance Myers Rhands

soon a reasonable fee to be taxed in
the costs of this suit

Shands to Lon p. 9

Hargrave vs ats

vs 3 Amended Bill

Bradshaw vs ats

1 Oct. Rules

To. The Honorable C. W. Hill judge of the circuit court of Southampton County in chancery sitting

Humbly complaining your Orator J. L. Hargrave John. J. Hill Ella Eason and J. T. Amy show unto your Hour By way of amendment in this their amended bill filed in amendment of their Original bill which was filed some time since in this court and to which no answer has as yet been filed, that some time since they filed their said original bill asking that a deed of trust made by W. F. Bradshaw and his wife M. A. Bradshaw to C. L. Davis as trustee to secure a large debt alledged to be due to W. P. Vick might be set aside, declared null and void on the ground of fraud, the property therein conveyed or as much thereof as was necessary might be sold to pay their debts and the Trustee C. L. Davis might be required to give bond and security for a faithful performance of the Trust And your Orator now file this amended bill in order to make W. P Vick the beneficiary in the said

deed of Trust a party defendant to both this original and this this amended bill In Tender consideration whereof they humbly pray that W. F. Bradshaw, and his wife M. A. Bradshaw, C. L. Davis and W. P. Dick may all be made parties both to the original and amended bill and answer the same as fully and unreservedly as if they had been thereunto more fully and specially interrogated But answer on oath to the said bills is hereby waived, that W. P. Dick the beneficiary in the said deed of trust made by Bradshaw and wife to C. L. Davis as Trustee to secure a debt due to him of $3324.40 cts answer fully and unreservedly and show and state what is the true amount due him and for that purpose he files an illiniges statement that the court would grant the relief prayed for both in this original and amended bill and such other and general relief the premises considered as equity may dictate and the nature of this case may require and as in duty bound your Orator will ever pray &c

Shands & Thompson

Hargrave et als
vs } Statement of Costs
Bradshaw et als.

Hargrave Lodge & Bradshaw Estate

Feb 16. 25- 39 -18-10-18-50-35-15=15-50 = 2.75
- 25-52-18-[illegible] 50 35-15=50-15 = 2.60
100-100-125-75- 25- 40- 58- 4.95
25- 45- [illegible] .70
11.00
Staff- 3.50
Labor 16.50
31.00

Hargrove vals.
answered
v. W. P. Nicks

Bradshaw + wife vals.

Hargrave & als.

vs. Answer of W. P. Vick.

Bradshaw & wife & als.

This respondent for answer to a Bill of Complaint exhibited against him and others in the Circuit Court of Southampton County by J. L. Hargrave & others, or to so much thereof as he is advised it is necessary for him to answer, says:- That it is true as stated in the bill that W. F. Bradshaw & wife, dec'd. Bradshaw, did on the 25th day of Febry. 1892, by deed of trust or convey certain real & personal property therein specified to C. K. Davis Trustee to secure a debt due to your respondent for the sum of $5324.40 which debt together with the interest from that day to the present time is still due and unpaid; Your respondent says that the said indebtedness originated by reason of advances from time to time made by the said Vick to Bradshaw & wife in the nature of merchandise and other things, and also by reason of money from time to time loaned them - he also denies that the said deed was made with intent to hinder delay or defraud the creditors of said Bradshaw & wife, and on this point asks that the strictest proof be required by this Court.

This respondent is perfectly willing that the property be subjected under direction of this Court provided the amount of his debt is first

paid to him. and that the remainder if any there be go to the discharge of the plaintiffs debt according to the priorities &c.

Your respondent is advised that an empty allegation in a bill that the respondent is possessed of but little real and personal property, and therefore never had $532.40 to lend to said Bradshaw, wife, does not call forth an itemized account of his assets & liabilities & to this allegation he has deemed it unnecessary to answer, save only to say that the $532.40 herein before referred to is due to him.

And having fully answered he prays hence to be dismissed with his cost &c.

Wm P. Vick.

State of Virginia
County of Southampton to wit:

This day W. P. Vick personally appeared before me and made oath to the correctness of the allegations or statements contained in the above answer.

Given under my hand, this the 7th day of Nov. 1892

R. A. Briston J.P.

Hargrave tals
3 Answer
v. 3 of W. J. & am. Broadhead

Bradshaw mfrs tals.

Hargrave et. als.

vs. Answer of W.F. & M.A. Bradshaw.

Bradshaw & wife & als.

The joint answer of W.F. Bradshaw and M.A. Bradshaw to a Bill of complaint exhibited against them and others in the Circuit Court of Southampton County by J.L. Hargrave J.G. Keller, Ella Exum and Jno T. Turner.

These respondents saving and reserving &c for answer to said bill say:- It is true that judgments were obtained against them as set forth in the bill, except that the judgment evidenced by Exhibit "B" for $61.- was obtained not against W.F. & M.A. Bradshaw, but only against W.F. Bradshaw. It is also true that W.F. Bradshaw and M.A. Bradshaw made a deed of Trust on Febry 25th 1892 to C.L. Davis Trustee to secure a debt of $5324.40 due to W.P. Vick in which they conveyed a large portion of their real and personal property. But they most positively deny that the said deed was made with intent to hinder delay and defraud the plaintiffs of their just debts, but on the contrary, say that it was made solely for the purpose of securing the debt of $5324.40 as therein specified and as for this charge in the bill your respondents ask that the strictest proof may be required.

Your respondents are unable to say what

the property conveyed in the aforementioned Trust Deed is worth. but they are willing and anxious that all of their just debts be paid and that the property conveyed in the said deed may by sold under direction of this Court and the residue after paying the debts secured thereby be employed in liquidating the debts of the plaintiffs.

As to the amount of property owned by W. F. Vick, your respondents are advised it is not necessary for them to express an opinion, they do not and could not in the nature of things, be expected to know his worth.

And having answered they pray hence to be dismissed with their costs &c.

W. F. B. sign W. F. Bradshaw
A. M. B. sign M. A. Bradshaw.

Virginia
County of Southampton to wit:

This day personally appeared before me R. A. Briston a Justice of the peace for the County aforesaid W. F. Bradshaw & M. A. Bradshaw. and made oath to the correctness of the statements as contained in the foregoing answer.

Given under my hand this the 7th day of November 1892.

R. A. Briston J.P.

The clerk will copy the following exhibits and file with the papers in this cause

1st judgment J. L. Hargrave vs W. F. Bradshaw docketed 21st April 1892 A

2nd judgment in favor John J Kells vs same docketed 1st April 1892 B

3rd judgment in favor of John J Kells vs same docketed 1st April 1892 C

4th judgment of Ella Exum vs same docketed April 1st 1892 D

State that homestead was waived on all the bonds

Shands & Son p.q.

Hargrave et. als:

D" Sum:

Bradshaw et. als:

1892. 1 Oct. Rules

ben: bt:

Executed by delivering a copy of the Commission Oct 2nd 1892 to each of the Defendants named therein.

R.J. Williams

Agent for J.H. Williams

Solr

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON W. F. Bradshaw and M. A. Bradshaw, his wife — C. L. Davis and W. P. Vick

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 October next, to answer the original and amended Bill in Chancery exhibited against them in our said Court by J. L. Hargrave, John G. Kello, Ella Exum and J. N. Ousy

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 10 day of September, 1892, in the 115th year of the Commonwealth.

Teste: B. F. McLemore C. C.

Hargrave &c. als:
v. 3 Stat: Rules
Bradshaw Info &c.

2 June

J. L. Hargrave,
John G. Kells.
Ella Exum. and
J. P. Avery -
against
W. F. Bradshaw & his
wife, M. A. Bradshaw
and L. L. Davis.

Pltffs

Dfts.

1892. May 28. Proc. ifs? to 2nd June Rules.
" 2nd June Rules: Proc. Executed. Bill & Ex. filed. decree nisi
" 1 July " Bill taken for confessed & Cause set for hearing

Hargrave et. als:

v

Summ:

Bradshaw Instr. &c.

1892. 2 June Rules

Circ: Ct.

Executed by de-
livering a Copy of
this Summ: to each
of the within named
parties
June 14 1892 R.J. Williams
dep. for J.H. Williams
Shff.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON W. F. Bradshaw & his wife, M. A. Bradshaw and L. L. Davis

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 3rd Monday in June next, to answer a Bill in Chancery exhibited against them in our said Court by J. L. Hargrave, John G. Kello, Ella Exum and J. T. Crumpley.

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 28th day of May, 1892, in the 116th year of the Commonwealth.

Teste: B. F. McLemore C. C.

This Deed made the 25th day February one thousand eight hundred ninety two, between W.P. Bradshaw and Martha A Bradshaw his wife of the County of Southampton, and State of Virginia, of the one part, and C.L. Davis chosen as Trustee for the purpose herein named, of the other part, Witnesseth: That the said W.P. Bradshaw and Martha A Bradshaw, his wife, do grant with genral warranty, unto the said C.L. Davis, Trustee, as aforsaid, the following property to wit: All that tract, piece or parcel of land, situated, lying and being in the County of Southampton in the State of Virginia and bounded and described as follows: On the North by the S.D. Spiry tract East by the Round Hill Swamp, South by the lands of B.F. Joyner & others, and West by the S.D. Spiry tract, and is the same tract on which the said W.P. Bradshaw now resides and contains 444 acres more or less Also a certain other tract or parcel of land containing 113 acres and known as the S.D. Spiry tract bounded and described as follows, On the North by the Round Hill Swamp, on the East by the above described tract on which W.P. Bradshaw now resides. On the the South by the Round Hill Swamp, and on the West by the original S.L. Doles tract. Also a certain lot or parcel of land situated on Harrison Street in the City of Petersburg having 150 1/10 feet on the

said Stout, and running back 297 1/2 feet: said lot is bounded by the lands of Mrs. Walden & others. Also the following property, situated in the County of Southampton and upon the farm upon which the said Bradshaw now resides. to wit: 2 horses and 1 mule. 6 head of cattle. 5 brood sows, and their increase. 2 buggies. 1 road cart. 1 Rockaway. 1 wagon. 2 carts. 60 barrells of corn. 5000# fodder. 100 bags of peanuts. 1 piano. 1 sewing-machine. about 4000 lbs of pork or bacon. together with all and singular the appurtenances belonging to the same. In Trust, to secure to V.P. Vick of the County of Southampton in the State of Virginia the payment of the sum of Five Thousand. Three Hundred and Twenty four & 40/100 Dollars due by bond bearing date February 15th 1892 & executed by the said V. P. Bradshaw and M. A. Bradshaw and payable one day after date with interest from date. And it is covenanted and agreed between the parties aforesaid, that in case of a sale, the same shall be made after first advertising the time, place and terms thereof for thirty days and upon such terms as the said trustee shall direct and after paying the expenses of executing this trust, if then unpaid, including a commission of five per cent, to the said Trustee, then to discharge the amount of money, principal and interest, then due and unpaid of the said

debt: and the residue, if any. pay as the law directs. It is also covenanted and agreed that this Deed of Trust shall secure any bond given in renewal or curtail of the aforementioned. The said party of the first part, covenants to pay all taxes, assessments, dues and charges upon the said property so long as he or his heirs shall hold the same and to keep the said property insured for a reasonable amount for the benefit of the said W.P. Vick, and should the said party of the first part fail to keep the said property so insured, then the said W.P. Vick shall insure the same and make the premiums a charge on said property secured by this deed. In case a deed of release is given it shall be at the cost of the said party of the first part. In all other respects this deed shall be executed according to the law governing trust sales. In case of default in in payment of the debt secured herein, in whol or in part, sale shall be made, and if there be more than one secured, then sale shall be made in case there be default in payment either in whole or in part of the first secured.

Witness the following signatures and seals.

W.F. Bradshaw (Seal)

M.A. Bradshaw (Seal)

State of Virginia }
County of Southampton } to wit:

I J. L. McLemore a Commissioner in Chancery of the Circuit Court in and for the said County in the State of Virginia, do certify that W. F. Bradshaw & M. A. Bradshaw his wife whose names are signed to the foregoing writing bearing date the 25th day of February 1892, have acknowledged the same before me in the County aforesaid.

Given under my hand this 25th day of February 1892

Jas. L. McLemore
Comr in Chancery of the Circuit
Court for the County of Southampton Virginia

Southampton County: In the Clerk's Office Feby. 25th 1892
The foregoing Deed of Trust from W. F. Bradshaw
wife to W. B. Vick's Trustee was this day received
and with the certificate annexed admitted to
record

Teste: B. F. McLemore C.C.
A Copy - Teste: B. F. McLemore C.C.

Exhibit

Bradshaw & wife
No. 3 to
No. 2 Deed Trust.
Vick's Trustee

Hargrave & al: als:
v"
Stat: Rules
Bradshaw & als:

1 Oct

J. L. Hargrave.
John G. Kello.
Ella Eynon and
J. T. Owney. } Pltffs

against

W. F. Bradshaw and
M. A. Bradshaw, his wife.
Le. L. Davis & H. P. Vick } Defdts.

1892 Sept. 10th. Process issd. to 1st Oct. Rules.
" 1 Oct. Rules. Process Executed. Amended Bill filed. decree nisi.
" 2nd " " Amended Bill taken for Confessed and Cause set for hearing.

In Southampton Justice Court,

Mch 30 Term, 1892

Ella Exum Pltff.

Against

W. F. Bradshaw and

M. A. Bradshaw Deft.

In

Judgment for the Plaintiff against the Defendant for $ 50.00 with legal interest thereon from 7th day of October, 1890, till paid, and costs, $ 4.50 Homestead waived

Extract.

A Copy Teste: B. F. McLemore C. C.

In Southampton Justice Court,

Mch 30 Term, 1892

John G Hallo Pltff.

Against

W. F. Bradshaw Deft.

In

Judgment for the Plaintiff against the Defendant for $ 6.12 with legal interest thereon from 7th day of June, 1886, till paid, and costs, $ 1.50 Homestead waived

Extract.

A Copy Teste: B. F. McLemore C. C.

In Southampton Justice Court,

April 9th Term, 1892

J. L. Hargrave, Agent Pltff.

Against

W. F. Bradshaw & M. A. Bradshaw Deft.

In

Judgment for the Plaintiff against the Defendant for $ 57.00 with legal interest thereon from 15th day of Jany, 1892, till paid, and costs, $ 1.50 homestead waived

Extract.

A Copy Teste: B. A. McLemore C. C.

Genl N.B. Shands

Courtland Va

You are hereby authorized to pay to N.P. Rucks all of my right title & interest in a certain Bond in your possession due by H.H. Brodshaw & Ma Brodshaw (his Wife) payable to R.H. Bell. which bond said Bell made payable to myself - for the sum of Eighty Dollars - given under my hand this 22nd day of Novr 1895.

Witness.
A.J. Branch

J.T. Drury

I know the original of which this is a copy. Aug. 15. 1898. W. P. Webb

(Copy)

July 21st. 1890

On demand, the 1st day of November, we promise to pay unto R.T. Bell the sum of Eighty Dollars, it being for One Buggy - We hereby waive the benefit all laws in regard to this debt -

Given under our hands & seals this the day & date above mentioned -

W.F. Bradshaw (Seal)

M.A. Bradshaw (Seal)

Gent. W.P. Shands

Courtland Ala.

You are hereby authorized to pay to W.F. Pick all of my right title & interest in a certain Bond in your possession due by W.F. Bradshaw & M.A. Bradshaw (his wife) payable to R.T. Bell, which bond said Bell made payable to myself - for the sum of Eight Dollars - Given under my hand this 22nd day of Nov. 1895

Witness:

A.J. Branch

J.J. Omry

These Papers are true Copies of the Originals -

Pay the within to J. J. Owney, R. T. Bell

(copy)

W. P. Pick has this day paid me $30 - dee in the case of J. Owney bond. also I file this order of J. J. Owney to show that bond for the $30. belongs to W. P. Pick

Nov. 28th 1890. Wm P. Shands, atty -

(copy)

Hargrove et al
v. Decree
Braddock et al

1895. March Term
To be entered.
Robert E. Davis
Mar. 25, 1895.

Hargrave et als
v. Decree
Bradshaw et als

On motion of the Complainants this cause is dismissed at their cost, without prejudice as to their right to institute a new suite involving the same questions.