

1896. 16

Southampton County Chancery - Sebrell, W. T. (Trustee) vs Lawrence, George W. et al

wants Judge to advise disposition
of sale money and further duties
of Trustee -

Lawrence, Mary
Sebrell, J. E. - (assignee
of Prince, J. B.)
Williams, C. C.

Sevier Trustee
for 3 Bice &
Lawrence & wife &

Exhibit

2 Oct Rules

Primer Sevier p. 8

To the Honorable Court Judge of the
Ancient Court of Southampton.

In Chancery.

Complaining Sheweth unto your Honor
your complainant W. J. Schree, who is
a trustee in a certain deed of trust
as follows. That by virtue of a certain deed
of trust executed by W. Lawrence & wife
- day of 188 and of record in
the Clerk's office of Southampton County
Court, he has sold the farm conveyed
under said deed upon the following
terms to wit \$1500 Cash balance in one
and two years from day of sale. and at the
sale J. B. Priner became the purchaser
by bidding for said farm \$2300. That
he paid the Cash payment and executed
his notes for the deferred payments and
the same were by him duly paid and
paid, and that there was a consid-
erable surplus in his hands after
paying off the debt secured under
the deed. That the debts next secured
after the payment of the debt secured by
the aforesaid deed of trust are two judgments
against said Lawrence & wife, one for \$142.⁵⁰
in favor of J. B. Priner and one for \$644.⁴⁹
in favor of C. E. Mullen. or since more

fully appear from certified copies of said
judgments filed hereunder as Exhibits B &
C. That at the time these judgments were
conferred in the office, there were two agree-
ments entered into by the said J.B. Prentice
and Cecilia Ann, which were as follows:-
In consideration that Geo. W. Lawrence has conferred
judgment in a bond due me by him for \$644.⁶⁹ and dated
Mar. 1. 1886. I hereby agree & bind myself not to collect the said
money during the lifetime of the said G.W. Lawrence, but the interest
is to run upon said note and statute of limitation is not to commence
till after said bond before death of said Lawrence -.

Witness our hand & seal, March 16. 1886.

L. L. Williams (Seal)
J. W. Lawrence (Seal)

as will more fully appear from certified copies
of said agreements filed hereunder as Exhibits
D & E. That said agreements have caused
a doubt in the mind of your complainant
as to what disposition he should make
of the surplus fund when it comes into
his hands, said G.W. Lawrence taking the
ground that he has a life estate in the
same under the respective agreements.
That said J.B. Prentice has assigned his
judgment to J. E. Scherer. That your
complainant in his doubt, is advised
that his safe plan is to ask of

this Court instruction as to what disposition he shall make of said embezzlement. In consideration of all which and as your complainant is without remedy except in a Court of Equity where such matters are properly cognizable - he prays that J. R. Shree, assignee of L. B. Primer, C. C. Williams, W. Lawrence and Mary his wife be made parties defendants to this bill and compelled to answer the same - but answers under oath are expressly waived - That your Honor will decide what disposition shall be made of said embezzlement and what are your complainant's duties in regard to the same - and that your Honor will grant such other, further general and special relief as the Equity may seem meet on the nature of this case may require - and as we are duty bound to say it please the Court &c

Primer & Shree pr.

Sebrell, Trustee, ⁷⁶⁰
N^o ¹⁴⁸ Stat: Rules
Lawrence wife of.

1 Oct.

W. J. Sebrell. Trustee.

Plff.

Against

Geo. W. Lawrence and Mary,
his wife - J. E. Sebrell, Assignee of
J. B. Peirce and C. C. Williams Defts.
1890. Sept. 30. Process up? to 1 Oct. Rules

" 1. Oct. Rules: Process ret? Executed. Bill &
Ex: filed. decree nisi.

" 2" " " Bill taken for confessed and
Cause set for hearing.

In
Chancery

Lawrence wife
70 } D. 7.

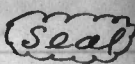
Princess' Tansu
1892. Feb. 4 filed

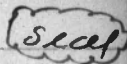
Exhibit

This Deed made this 16th day of March 1886 between Geo. W. Lawrence and Mary A. his ^{wife} of one part and W. J. Sebrall of the other part, Witnesseth: That in consideration of five dollars the said parties of the first part do grant and convey with general warranty unto the said W. J. Sebrall, Trustee the following real Estate, situated in Southampton County, to wit: The farm upon which the said G. W. Lawrence and wife now live containing 26.5 acres, more or less, bounded by the lands of J. H. Devany, the public road leading from Jerusalem to Northway Depot, the lands of Eley Bryant & others. In trust to secure a bond due J. B. Prince Gam of A. S. Pope by G. W. Lawrence and Mary A. Lawrence, for twelve hundred dollars, of even date with this deed. It is agreed by the said Prince that he will not enforce this deed for the period of Eight years, from this date, provided the said parties shall live upon said land during said term and shall pay annually to said Prince the interest on said bond, and shall also pay annually, the taxes on said land. Longer indulgence is at the discretion of said Prince. In the event of a sale

it shall be after 20 days public notice of time & place and upon such terms as the said Prince may desire, and in such event the trustee shall be entitled to five per cent Commissions on gross sales.

Witness the following signatures & seals

Geo W Lawrence 

Mary A Lawrence 

Virginia,

Southampton County, to wit:

I B. F. McLemore, a Commissioner in Chancery of the Circuit Court for the County of Southampton, in the State of Virginia, do certify that Geo W Lawrence, whose name is signed to the writing above, bearing date on the 16th day of March 1886 has acknowledged the same before me in my County aforesaid. And I further certify, that Mary A. Lawrence, the wife of Geo. W. Lawrence, whose name is also signed to to said writing bearing date as aforesaid, personally appeared before me in my County aforesaid, and being examined by me privily and apart from her said husband and having the writing aforesaid fully explained to her

she the said Mary A Lawrence acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it.

Given under my this 16th day of March
1886

B. F. McLenore
Clerk in Chancery

Southampton County: In the Clerk's Office
March 16th 1886

The foregoing deed of Trust from G. W. Lawrence & wife to J. B. Prince's Trust was this day received and with the certificate annexed admitted to record
Attest J. B. Prince C. C.

A copy
Attest: B. F. McLenore C. C.

Moore

To } D of B & C.
Laurence & wife

Acopy
—

" 7 "

This Deed made this 28th day of November in
the year one thousand eight hundred and seventy
three between John Moore of the first part,
and George H. Laurence and Mary A. Laurence
his wife of the other part, all of the County
of Southampton and State of Va. Witnesseth:
That the said Moore for and in consideration
of the sum of one thousand dollars to the said
grantor by the said grantees this day paid
the receipt of which said sum is hereby ac-
knowledge, doth hereby grant and convey
to the said Laurence wife all that tract or
parcel of land upon which they now reside
lying and being situate in said County
supposed to contain two hundred and sixty
five acres more or less and bounded by the
lands of Benjamin and James H. Devany, James
Juddkins, Ely Bryant, Benjamin E. Horrell William
Robt lately deceased and others, with general
warranty, in the following manner to wit: that
is to say that the said Mary A. Laurence shall
have use enjoy and occupy all of the said
real estate hereby granted and conveyed
to her own separate exclusive and independ-
ant use and profit enjoying and using
the same as she may think proper of her
own free will and receiving all rents

or other incomes therefor or therefrom, for and during the period of her natural life, free and untrammelled from any debts, contracts or liabilities what soever of her said husband the said George W. Laurence now existing or which may hereafter be contracted by him: the object and purpose of this Deed being to grant save and secure to the said Mary A. Laurence (who is the beloved daughter of the said grantor) the sole exclusive use, possession and enjoyment of all the said real estate for her natural life, ^{just} ~~first~~ as if she were a single ~~single~~ ^{un} married woman and after her death, then the remainder in fee simple is granted and conveyed, with the little general warranty to the said George W. Laurence in the said real estate -

Witness the following signature and seal the day & year first written,

John Moore *Sealed*

Southampton County, In the Clerk's Office
Nov. 28th / 1873.

This Deed of Bargain and Sale from John Moore to George W. Laurence & wife was on this day received and acknowledged by said Moore to be his act and admitted to record -

Teste L. R. Edwards, C. C.

Attest Teste B. F. McLenore
C. C.

In consideration that G. W. Laurence has
confessed Judgment in my favor in the
Clerk's Office of the Circuit Court of
Southampton County for one hundred and
forty two & ⁵⁰/₁₀₀ dollars, I hereby agree &
bind myself not to collect the said judy-
ment during the lifetime of said Laurence
and he agrees that the statute of limitations
shall not run against said debt during
his lifetime.

Witness our hands & seals March 17-1886-

J. B. Prince (Seal)

G. W. Laurence (Seal)

Southampton County - In the Clerk's Office
March 17-1886-

The foregoing Agreement between J. B.
Prince and G. W. Laurence was this day
received and acknowledged by said
Prince and Laurence to be their act and
deed and admitted to record.

Teste B. F. McLenore D. C.

Acopy Teste

B. F. McLenore D. C.

In consideration that Geo W Laurence has
confessed Judgment on a bond due me
by him for \$644⁶⁹ due & dated March
1st 1886 I hereby agree and bind my-
self not to collect the said money during
the lifetime of the said G W Laurence, but
the interest is to run upon said Note and
the statute of limitations is not to commence
to run upon said bond before the death
of said Laurence.

Witness our Hands & Seals March 16-1886.

C. C. Williams *Seal*

Geo. W. Laurence. *Seal*

Sauhampton County. In the Clerk's Office
March 16-1886,

The foregoing Agreement between C. C.
Williams and Geo. W. Laurence was this day
received and acknowledged by the said
Williams and Laurence to be their act and
deed and admitted to record.

Teste J B Prince C. C.

Attest J. F. McLenore C. C.

Trustee

75. 3

Lawrence & wife et. al.

Do. c. 100

To be entered

C. M. J.

Nov 7. 1890-

Ent

Sebrell Trustee

vs,

Lawrence & wife et. al.

This court came on this day
on the bill of complaint, the answer
of Rev. W. Lawrence, Mrs. Mary A.
Lawrence wife of Rev. W. Lawrence
and the answer of B. B. Williams
with exhibits filed with said bill
and answers and with general reflec-
tions to said answers and was
argued by counsel on consideration
whereof the court doth adjudge, order
and decree that by consent of parties
entered of record in open court this
cause may be further and finally
heard, decided and determined in
vacation as fully as in term, and
that counsel are permitted to file notes
of argument before the papers are sub-
mitted to the court.

Severe Hustle

us

Lawrence & Co.

Answer of
G. W. Lawrence

Schell Trustee.

vs 3 answer of G. W. Lawrence.

Lawrence de cipe &c.

This respondent for answer to said bill says. That the facts as alleged in the Complainant's bill are substantiated true - and for respondent does not really know what are his rights in the premises. He submits however that under the agreements he has with C. Q. Williams and J. B. Parice, which are made exhibits in this cause, he has a life estate in the part to which he may be entitled, whatever that is - and he is willing and desires to have the value of that life interest computed and take the same in full. And having answered he prays leave to be dismissed &c.

G. W. Lawrence

Severe. Trustee

or 3

Lawrence scribe

Museum of
Mary A Lawrence

Schee, Trustee

vs 3 Answer of Mary A Lawrence.
Lawrence vs Schee &c.

This respondent for answer to so much of the complainant's bill as she is advised it is material for her to answer says. That it is true as alleged she and her husband Geo W Lawrence executed a deed of trust to W. J. Schee, Trustee for the benefit of I. B. Prinee Son of A. S. Pfeiffer, and that a sale of the land conveyed under the said deed of trust has taken place and I. B. Prinee became the purchaser for the sum of \$2300. That there will be a surplus in the hands of the trustee ~~during~~ after paying off the debt secured under the trust deed. Respondent says further that by virtue of a deed made Nov 28. 1873 and of record in the Clerk's office of Buchanan, her father Geo W Lawrence granted and conveyed the farm in question to her and her husband Geo W Lawrence, and that deed contains the following language to wit: "The said Mary A Lawrence shall have, use, enjoy and occupy all of the said real estate hereby granted and conveyed to her own separate exclusive and independent use and profit, enjoying and using the same as she may think proper of her own free will &c." as likewise fully appear from a certified copy of said deed,

heretofore marked "7" and asked to be made a part of this answer. It is true that the grantor does seem to give her only a particular estate in said land, but it looks to your respondent that the powers conferred upon that estate are greater and more extensive than those incident to an ordinary life estate. And your respondent submits to this Court that it is not in the power of her husband without her concurrence, under the limits of this grant to hamper or impede her use of any part of this estate as she may think proper. It is true that her husband has executed a judgment in favor of C. E. Williams & I. B. Prince, to which there are agreements. But your respondent is not a party to those judgments and she ought not to be hindered or obstructed in the use of her estate by the operation of the same.

Respondent states that if she is to be required to give a bond for the return of this surplus after her death, it will be impossible for her to do so, and she would only then enjoy the interest upon the same, which would not afford her a bare support. and the powers conferred

under the point from her father's name
be utterly destroyed. This cannot not be
heating her fairly. She submits to the
Court that the trustee should be allowed
to pay her the surplus in his hands
without requiring any bond.

But if the Court should incline to a dif-
ferent view, then she asks that her
estate in said surplus may be computed
as of its full value and the same paid
to her without any gratification. And
having answered, she prays her case to be
dismissed with her costs &c.

Mary A Lawrence

Sebell, Trustee,

To \$

Laurence's tale.

Answer of C. C. Wil-
liams.

The separate answer of E. E. Williams, one of the defendants, to a bill of Complaint filed against him and others in the Circuit Court for the County of Southampton by Wm J. Sebell, Trustee, Complainant.

The respondent reserving to himself the benefit of all just exceptions to the said bill, for answer thereto, or to so much thereof as he is advised that it is material he should answer, answers and says, that, it is true, as alleged, that Geo: W. Lawrence and Mary A. his wife, did, on the 16th: March 1886, for the sum of \$1200. ⁰⁰/₁₀₀ convey to Wm J. Sebell, Trustee, the land on which they resided, in trust, to J. B. Prince, Guardian of A. S. Pope, and which, was subsequently sold at public sale, when J. B. Prince became the purchaser for the sum of \$2300. ⁰⁰/₁₀₀, of which, \$1500. ⁰⁰/₁₀₀ was paid in Cash and the balance of which is now due; that, it is also true, as alleged, that the said Geo: W. Lawrence, on the 2nd: day of March 1886, confessed a judgment in the Clerk's Office in favor of your respondent for the sum of \$644. ⁶⁹/₁₀₀ with interest thereon from the 2nd: day of March 1886, till paid, and Costs \$6. ¹⁴/₁₀₀, and that, on the 17th: day of March 1886, he entered on record an agreement, whereby he stipulated that he would not,

during the life-time of the said Geo. W. Lawrence collect the said judgment debt; that, it is also true, as alleged, that John Moore, in his life-time, did grant and convey to the said Geo. W. Lawrence and Mary A. his wife, sometime in the year 1873, the real estate in the bill mentioned, and that the said Mary A. Lawrence was to use, enjoy and occupy the same, and the rents and profits arising therefrom, during her natural life, as she might think proper, and just as if she were a feme sole, or unmarried woman, and at the death of the said Mary A. Lawrence, the remainder of the said ~~real estate~~ real estate should pass and belong to the said Geo. W. Lawrence in fee simple. But, the respondent denies that the said Mrs. Geo. W. Lawrence had or has any other than a life estate in the said real estate conveyed by the said Deed from the said John Moore, or that she has a right to dispose of the same in any manner whatsoever, so as to defeat the vested interest of the remainderman, the estate conveyed by the said John Moore was the fee simple estate, out of which was carved a particular estate for life in favor of Mrs. Geo. W. Lawrence, with remainder to the said

Geo. W. Lawrence, that if it had been the intention of the grantor to have created a fee simple in favor of the particular tenant, he could not, possibly, from the very nature of things have created a remainder. For, what remnant can there be after a fee simple which is the whole? The respondent, therefore, submits that the estate given or conveyed to Mrs. Lawrence was only for life and that given or conveyed Geo. W. Lawrence in remainder was a fee simple estate and subject to his debts; that the fund now in the hands of the trustee is subject to the judgment debt of your respondent, and that the said Mrs. Mary A. Lawrence is only entitled to a life interest in said fund or to the cash value thereof; that it is protested the said Mrs. Geo. W. Lawrence has any right to receive the fund in the hands of the trustee until she first execute bond according to law to have the money or a sufficient part thereof forthcoming to meet the payment of the judgment lien of the respondent when due. The respondent further states that the judgment confessed in his favor was for groceries furnished to the said Geo. W. Lawrence, ^{family} and for provisions and supplies furnished to him to enable him to carry on his farming operations.

ations; and for this outlay and advancement
he feels that, in equity and good conscience,
he should be reimbursed.

And having fully answered the Complainant's
bill, prays to be hence dismissed with his rea-
sonable costs by him in this behalf expended,
and he will ever pray &c.

C. Williams

Wm. Parker, p. d.

State of Virginia,

County of Southampton 3 to-wit:

This day personally appeared before me, J. E.
Bailey, a Justice of the Peace for the County and
State aforesaid, C. E. Williams, whose name is
answer is above written, and made oath that
the statements contained in the said answer, so
far as made of his own knowledge are true; and
so far as made from knowledge, or information derived
from others, they are believed to be true.

Given under my hand this 3rd. day of Novem-
ber 1890.

J. E. Bailey J.P.

Sebrell, Trustee

or } Sum:

Lawrence & also:

1890. 1 Oct: Rules

Leiv: let.

Prince & Sebrell. p. 7.

Executed Oct. 6th
1890 by delivering a
copy of this Sum: to
each of the within
named parties

J. Williams
Shff

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON *Geo. W. Lawrence. and*
Mary. his wife. J. E. Sebrell Assignee of J. B. Paine,
and H. C. Williams.

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 1890* next, to answer a Bill in Chancery
exhibited against *them* in our said Court by *H. J. Sebrell, Trustee.*

And this *day* 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 *3rd* day of
Sept, 1890, in the 116th year of the Commonwealth.

B. F. McLemore

C. C.

See Lloyd see if he has made a deal
w/ Prince for Lawrence, Law sold in 1850
if so whom is the money

Sebrill Fowler

W. } Statement of Costs

Lawrence & wife &c

Sebell Trust
 VS } Statement of costs
 Lawrence & wife &c.

Sum. 25.4 copies 52, receipt 18, atty. 10, Doc. 15 = 1.23
 Rule 50, Entering return 35, fil. bill 15, Dr. 24, 20 = 1.20
 Rule 50. Copy 24, 150, Decree copy 72 = 2.70

Continuance 5 1/2 years = \$5.13
 Decree & copy 72, Tax costs 40, fil. away papers 25 = 1.38
 1.37

6 left \$7.88

B. G. M. C. \$5.13

J. M. N. 1.13

L. A. G. 1.62

\$7.88

Shff 2.00

Law re. 16.50

\$26.38

Shute Hunter
vs 3 Decree
Lawrence & wife

1896 Mich Term
24,

To be entered.

Wm. R. Huntis

Entered

Page 63—

the consent

I B. Hunter atts
for Lawrence & wife
and for Hunter.

Shand Dan for
C. C. Williams Esq.

John Truter
vs 3 Deere
Laurence Wife

The matter involved in this suit
having been settled out of Court,
on motion of plaintiff this suit is
dismissed. Consent of Counsel Represent-
ing all parties being Indorsed on
this order.