

1896-17

Southampton County Chancery -

Vick, W. P. et al

vs

Pond, William, D. et al

to Set aside sale of land & wife
as fraudulent & null & void,
and property be sold to pay debt.

Stephenson, R. M.

Pond, Ada M.

Nick + Stephenson
v. Bellon
Bond wife

JAMES L. MCLEMORE,
Attorney-at-Law,
COURTLAND, VIRGINIA.

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To The Hon Robt R. Prentiss Judge of
the Circuit Court for Southampton County.
- In Chancery -

W. P. Vick and R. M. Stephenson complain-
ing sheweth unto the Court the following case.

That on the 19th day of January 1894 and for
some time before that date Wm D. Pond was in-
debted to your complainant W. P. Vick in the sum
of \$45⁰⁰ evidenced by judgment duly docketed in
the clerk's office of the County Court Southampton Co.,
an abstract of which is herewith filed as an exhibit
in this cause marked "A" and said Wm D. Pond, was
also indebted to R. M. Stephenson, also one of your complain-
ants in the sum of \$14.³⁹ due by bond dated Jan'y
24th. 1889, all of which will appear by reference to
said bond herewith filed marked "B" and made a part of
this bill; that being so indebted to your complain-
ants as aforesaid, on the 19th day of January 1894
the said Wm D. Pond by a writing purporting to be a
Deed of Bargain & Sale conveyed all of his property
both real and personal to Ade. M. Pond his wife
for the sum of One thousand Dollars, which he
says was paid to him in cash. Your complaint
avows and charges that the said Ade M. Pond
has now had the sum of One thousand Dollars, more
the half thereof, and that the said supposed conveyance
was made with intent to hinder delay and defraud
your orators and the other creditors of the said Wm.
D. Pond, that the said conveyance is a post-nuptial
settlement made from husband, his estate and consider-
ation deemed valuable in law, and that it is prima
facie fraudulent & void as against your orators
and all other parties who were creditors of the grantor

at the time the said deed was executed.

Your Complaint avers and charges that in the said conveyance all the property of the grantor is attempted to be conveyed, nothing being reserved to the grantor therein upon which the lien of a judgment or Fieri Facias could attach, and such being the case they are advised that they have the right to have the property conveyed in the said deed of January 19th 1894 - a certified copy of which is here filed marked "E" - subjected to the payment of their debts.

In tender consideration whereof and for as much as your orators are reminded in the premises save by the aid of a Court of Equity where all such matters are cognizable to the end, therefore that justice may be done they pray that William D. Pond and Eda M. Pond be made parties defendant to this bill and required to answer the allegations contained herein, but answers under oath are hereby expressly waived. That the said deed of January 19th 1894 from Wm D. Pond to his wife Eda M. Pond may be set aside as fraudulent null and void as against your orators and that the property therein or sufficient thereof, be sold to satisfy the debts of your orators including the costs & expenses, that such accounts be taken, inquiries directed & ordered and all such equitable & precise relief may be granted your orators as the nature of this case may require or to equity may seem meet. Notice is here given that the Court will be asked to allow reasonable fees to plaintiff's Counsel conducting the cause - And your orators will conform &c.

J. L. McLeone Jr.

Pond.

To { Def B.S.

Pond.

A Copy

Ex - "E"

End

This Deed of Bargain and Sale made
and entered into this 19th day of January
1894 between William D. Pond, of
Southampton Co. Va. of the one part;
and Ada M. Pond of said County
and State of the other part.

Witnesseth, that for and in consider-
ation of one thousand dollars cash
in hand paid the receipt whereof is
hereby acknowledged, the said party
of the first-part does grant, bargain
and sell, and hereby convey, with
general warranty, the following
property, to wit:

All that tract of Land known as the
William D. Pond Tract, it being the
same which was devised and
bequeathed by will of Billy Pond
deceased to said William D. Pond, adjoining
the lands of Wiley Rollings, Everett
Rollings and others, and containing
(202) two hundred and two acres,
more or less with all the buildings and
appurtenances belonging thereto.
Also all the personal property, goods
and chattels of him, the said William
D. Pond, as follows - Four Beds and

Other Household and Kitchen furniture.
One horse, four cows, seventeen hogs,
and one sow and pigs, one cart and
wheels, thirty five barrels of corn,
two thousand pounds of fodder,
twenty five bags of petmulo, plow,
hook, axes, and other farming
implements, to be the property of her,
the said Ada M. Pond, and her heirs
forever.

Witness the following signature and seal
the day and date as aforesaid.

William H. Pond (Seal)

State of Virginia }
County of Southampton } to wit:-

I, R. A. Bristow a Justice of the Peace in
and for the State and County aforesaid,
do certify that William H. Pond, whose
name is signed to the foregoing writing
bearing date on the 19th day of January
1894 has acknowledged the same
before me in my County aforesaid.

Given under my hand this 19th day
of January 1894.

R. A. Bristow J. P.

Southampton County: In the Clerks
Office Jan'y 26th 1894, the foregoing
Deed from Wm. D. Pond to Ada M.
Pond was this day received and
with the certificate annexed
admitted to record.

Teste: B. H. W. Lemore C. C.

Rich et al.

.. W. $\frac{3}{2}$ Answer

Pond + wife

1891 27th Sept. filed

20.907 6.6

The answer of Wm D. Pond to a bill in equity exhibited against him and Ada M. Pond in the Circuit Court of Southampton County by W. P. Vick, and R. M. Stephenson.

This defendant now and at all times hereafter, saving and reserving to himself all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties, and insufficiencies in the said bill contained, for answer thereto, or to so much thereof as he is advised it is material or necessary for him to answer, answers and says, that true it is that he is indebted to R. M. Stephenson in the sum of \$14.³⁹ due by bond dated Jan'y. 24th 1889ⁿ which amount he is willing to pay but he denies that on the 19th day of Jan'y. 1894 he was indebted to W. P. Vick in the sum of \$45.⁹⁰, he having paid the said W. P. Vick the sum of \$21.³⁰ to be credited upon his bond originally amounting to \$45.⁹⁰ and the balance now due he is willing to pay, and has offered to pay, but the said Vick declines to receive. This defendant denies that any valid judgment has been rendered against him in favor of W. P. Vick. He says no summons has ever been served on him and that the instrument purporting to be

a judgment against him in favor of
O.P. Vick, was rendered within five days
from the date the summons issued, and
without his consent.

This defendant further says that it
is true that on the 19th day of January
1894 he conveyed his property, real and
personal to Ada M. Pond in the
consideration of \$1000.00, but he denies that
the said conveyance was made with
intent to hinder delay and defraud the
plaintiffs and ^{his} other creditors; and that
it was made without consideration deemed
valuable in law, but on the contrary
he says it was for consideration deemed
valuable in law, and was in every
way a fair and square transaction.

And having fully answered
he prays hence to be dismissed &c.
W. D. Pond vs. O.P. Vick }
J. H. Sebrue Jr. } P.D.

Virginia

Smythampton County, to wit:

I, B. F. McLenore, Comm. in Chancery
for: Ct. Smythampton Co. do hereby certify
that Wm D. Pond, whose name is signed
to the foregoing answer, this day per-
sonally appeared before in my county
& state aforesaid and made oath
that the statements therein contained
are true to the best of his knowl-
edge and belief. Given under
my hand this 23 day of September
1895

B. F. McLenore

Comm. in Chancery

for: Ct. Smythampton Co.

Vick et al.

vs. $\frac{3}{2}$ Answer

Pond & wife

1895. 26. Sep A filed
L.A. 400 6.6

The answer of Ada M. Pond to a bill in equity exhibited against her and Wm D. Pond in the circuit court of Southampton County, by W. P. Vick and R. M. Stephenson.

This defendant now and at all times, hereafter saving and reserving to herself all benefit and advantage of exception which can or may be had or taken to the many errors uncertainties and insufficiencies in the said bill contained, for answer thereto, or to so much thereof as she is advised it is material or necessary for her to answer, answers and says that as to the truth or falsity of the allegations in the plaintiffs' bill in regard to the indebtedness of Wm D. Pond she knows nothing, and without admitting them to be true, she says that if the said allegations be true, her separate property is not liable to satisfy the said indebtedness of Wm D. Pond.

This defendant says that it is true that the said Wm D. Pond, did, on the 19th day of January 1894, convey his real and personal property to her in and for the consideration of One thousand dollars. And she avers that the said sum of One thousand dollars has been fully paid the said Wm D. Pond. She denies that the said conveyance was

a post nuptial settlement, without consideration deemed valuable in law: and that it was made with the intent to hinder, delay and defraud the creditors of the said Wm D. Pond, but on the contrary she says and avers that the said conveyance was made to her for valuable consideration and was a bona fide transaction

And now having fully answered she prays leave to be dismissed &c

Ada Bk. Pond, W. J. Subree }
J. Subree } Ld

W. P. Vick and
R. M. Stephenson

Atty's.

In Chancery

Wm D Pond and
Ada M. Pond his wife. Defts.

1895 Feby 23rd Process issued to 1st Mch Rules.

" 1st Mch Rules. Process served Executed

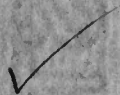
Bill & Ex filed decree nisi

1895 2 Mch. Rules. Bill taken for con-

fessed & cause set for
hearing.

Vickital
Dr. { Stat. Rules
Dont & Wife

1895. 1st Week Rules.



—LAW OFFICE OF—
J. L. McLEMORE.

In re.

VS.

Courtland, Va. March 16... 1896

Received, March 16. 1896. of Jas. L.
McLemore, Attorney the sum of
Twenty & 53/100 Dollars in full
of amount due by William D
Pond on account bond in my
hand for collection.

J R M Stephenson

Ex "A"

Vick

vs. } Extract of Judgment.

Pard

Circuit Court,

Term, 189--

No.-----

4590
1034
56.22
1.5
41.22
1.30
57.52
57.52
45.90
32.2
91.60
2.24
10.34
2.24

45.90
10.34
1.30
13.21
20.73
20.53

9200
9126
74

9200
9126
74

1896. Dec. 16
92 6 16
3-9-

COMMONWEALTH OF VIRGINIA,

In Southampton ^{Justice} ~~Circuit~~ Court,

July 27 ~~Term~~ 1891

W. O. Vick

Plaintiff.....

Against

In *Deleh*

Wm. D. Pond

Defendant.....

Judgment for the Plaintiff.....against the Defendant.....for

Forty five & 90/100 DOLLARS,

Homestead waived, with legal interest thereon from *6th* day of *June* 189*2*

till paid, and costs \$ *1.30*

A Extract—Teste:

B. F. McLenner C. C.

Vick & Stephenson,

Vs.

Decree.

Pond et ux.

1896, March 24

To be entered.

Robert E. Hunt

Entered

Page 55

and decree that this cause be dismissed from the docket.

cause have been settled by compromise out of Court, both judges' orders
ments of his excellency a Counsel that the matters in controversy in this

It appearing to the Court from the facts

Pond William D. & wife.

As.

Decree.

Vick & Stephenson.

Vick & Stephenson,

Vs.

Decree.

Pond, William D., & wife.

It appearing to the Court from the statements of plaintiff's Counsel that the matters in controversy in this cause have been settled by compromise out of Court, doth adjudge, order and decree that this cause be dismissed from the docket.

To be entered.

Isaac Parry

Pond et ux.

Vs.

Decree.

Vick & Stephenson.

Vick & Stephenson,

Vs. Decree.

Pond & Wife.

1895 Sept. ~~7~~. 26

To be entered

Robert R. Prentiss

*Entered
page 40*

Vick and Stephenson,

Vs.

Decree.

Pond and wife.

which has regularly matured at rules.
This day this cause, came on to be heard upon the bill and exhibits filed, answer of the defendants, filed this day, with general replication thereto, and was argued by Counsel. On consideration whereof, the Court without passing upon any of the questions involved in the cause, doth adjudge, order and decree, that one of the Commissioners of this Court enquire and report, what is the real amount due by the said William D. Pond to W.P. Vick, together with any other matter specially stated, deemed pertinent by the Commissioner or required to be stated by any interested party.

Vick et al

& } Sum.

Pond & Wife

1895, 1st March Rules

Dir. let.

Executed Feb 27th
1895 by delivering a
copy of the Sum. to
the within parties
defendant

Each of

each of

R. J. Williams kept
for
J. M. Williams

W. L. Moore p. q.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON

*Wm D. Pond and Ada M.
Pond 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 *March 1895* next, to answer a Bill in Chancery exhibited against *them* in our said Court by *W P Vick and R. M. Stephenson*

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

WITNESS, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this *23rd* day of *February*, 189*5*, in the 11*9*th year of the Commonwealth.

TESTE:

T. M. Howard, C. C.

Vicki et al
VS } Statement of cost
Pong wife

Vick et al
 vs.
 Ford & Wife

} Statement of Cost

S. 25- 2 Copies 26- receipt 18- Atty 10 = .79
 Book, 18- B. 50- Enlg return 35- fil. Bill 15 = 1.18
 No. 15- Copy 24.75- ^{Rule 50.} Decree 72- Tax cost 40 = 2.62
 filing away papers 25- future cost 97 = 122

Paid L. A. Gay Bank \$5.71
 Shff. 1.00
 Paid J. M. H. Law re. 16.50
 \$23.21

J. M. H. \$ 3.37
 L. A. G. 2.34
 \$5.71