1897-19 Southampton County Chancery Marks, Sarah J. et als Vs Pond, Walter D.

"Injunction"
restraining defendant
from intriguing or Molesting
tenants - Land is to be sold
and proceeds distributed
among parties entitled

Marks, D. A
Watkins, Indiana
Watkins, Samuel D.
Wilkerson, Miller R.
Wilkerson, Samuel A

W. S. Holmes

Marks et. als

vs

Pond

Bill of Complaint

1896. 12. 7 Feby: filed

L. A. Gay b. c.

To the Hon. Robert R.Prentis judge of the Circuit Court of Southampton county, Virginia:

Your orators Sarah F. Marks and D.A.Marks her husband, Indianna P.Watkins and Samuel V. Watkins her husband, Mollie R.Wilkinson and Samuel A.Wilkinson her husband respectfully represent to the court:

That Drewry Pond departed this life years ago and left a will which was duly proved and admitted to probate and ordered to be recorded, an office copy of which is herewith filed as an exhibit marked "A" and is prayed to be taken and read as a part hereof; from an inspection of this will it will be seen that he devised his land to Rebecca J.Pond his widow during her widow-hood and at her marriage or death to his children. Your orators say that said Rebecca J.Pond departed this life in October 1895, never having again intermarried after the death of her said husband Drewry Pond, and that said Sarah F.Marks who was Pond, Indianna P. Watkins who was Pond, and Mollie R.Wilkinson who was Pond and who are the daughters of said testator and said Rebecca his wife and that they to-gether with one brother, Walter D.Pond , are the only children and remaindermen under said will, and are each entitled to one fourth interest in said land.

This land consists of a farm containing about 92 acres in the county of Southampton in the state of Virginia, only a small part of which is arable. This tract of land was formerly in two tracts and was conveyed to said Drewry Pond by two deeds, office copies of which are herewith filed as exhibits marked "B" and "C" and are prayed to be read as a part hereof. These deeds are filed to show better description, title and so forth.

Your orators are informed that there are judgment liens on the interest of the said Walter D.Pond in said lands.

Your orators have experienced much difficulty with said Walter D.Pond

in matters relating to the estate of his said father and mother and apprehend that he will interfere with the tenant who occupies said farm during the year 1896. He will not agree with his sisters in regard to renting or selling the said land, but after difficulty they have rented the farm for the year 1896 to the best possible advantage and are willing to account to said Walter D.Pond or his creditors and in order to secure a tenant, have promised to protect him in his possession thereof for the year.

Your orators are advised that they are entitled to partition of said lands, but they do not believe that partition in kind can be made without prejudice to the interest of some party, they believe a sale and division of the net proceeds of sale will be the best for all.

Forasmuch as your orators are remediless save in this court where such matters are alone and properly cognisable, they pray that said Walter D.Pond may be made a party hereto and required to answer this bill, but an answer on oath is hereby expressly waived, that an injunction may be awarded restraining the said Walter D.Pond from interfering or molesting the tenant on said farm for the year 1896, that said land may be sold and the proceeds of sale be distributed amongst the parties entitled, that all such enquiries be directed, and all such accounts may be taken and reported to court as the developments of the case may show to be necessary, that all such other, farther and general relief may be afforded your orators as the nature of their case may require or as to equity and good conscience may seem meet. And they will ever pray. Let a subpoena go.

W.S.Holland p.q.

Sarah F. Marks.
O A Marks

Virginia:

County of Sussex/

I, J. H. Pinnell A Justice of the Peace in and for the county of Sussex in the state of Virginia, do certify that D.A. Marks one of the complainants in the annexed bill of complaint came before me in my said county and made oath in due form of law that the allegations of the said bill are true.

Given under my hand this 10th day of February 1896.

J. H. Pinnell J.P.

Franklin, Va., Dec 1 189 6

Messrs. W. S. Holland & J. H. Lovell Jr Spc. Comrs

To Southampton Democrat, Dr.

W. H. STROUD, PROPRIETOR.

ALL KINDS OF JOB PRINTING DONE WITH NEATNESS AT LOWEST PRICES.

96

Oct 30 To 100 1/2 bills (Mark vs. Pond) Sale of Land	1	15
Dec 10 do do	1	15
	2	30

Paid Jan 29/97
W. H. Stroud

$10.00

Received January 18th 1897 of Jno. N. Sebrell Jr. special commissioner in the suit of Marks &als. vs. Pond the sum of ten dollars ($10) in payment of fees as auctioneer at sale of land sold under said suit Two sales at Ivor and Courtland respectively. F W Pittman

Recd. Janry 19th 1897 of Jno. T. Schnell Jr. Co.
Commissioner in suit of Meares et als vs
Pond a check for seven hundred ~~and~~ eight ~~three~~
~~two~~ (702) dollars and ~~thirty four~~ (83)
cents to cover the following items:

Writ tax paid by Wm S. Hall	1.50
One half of Commrs on roles	14.46
The share of Mrs D.a. Meares	208.84
" " " " S.V. Watkins	208.84
" " " " S.a. Williamson	208.84
The costs paid by Mr. S.A. Williamson	10.35
Fee allowed W.S Hall by decree	50.00
	702.83

Wm S. Hall and Co. Counr.
and attey. for plaintiffs.

Everett Waddey Co.,
Stationers and Printers,
Richmond, Va.

Form No 17.

Marks Ch. Ab.

Report of Comm. Inv. of Streets.

against

Pon. K

To ..... *Rules, 189*.....

Filed Jany 30, 1897.
L. A. Gay C.C.

JOHN N. SEBRELL, JR.,
ATTORNEY AT LAW,
COURTLAND, VA.

Sebrell

1897

Marks et als
vs. } Statement of Costs.
Fong

Summ. 25. Copy 13. receipt 18. atty. 10. Docks, 18= .84

Rules 1.00, Entering return 35. fil. bill 15. D: 2.15= 1.65

fil. notice 15. replication 15. answer 15. fil. 2 reports 30= .75

Commissioners bond. 1.00, Copy Exhibits 1.65 = 3.05

3 Decrees & Copy 2.16 Law Costs 4.0. fil. papers 25= 2.81

Further costs about $ 1.25 = 1.25

Paid Dec. 21 st. 1896 L. A. Gay & Co. $10.35

pd J. M. Williams Sheff. .50

Decree allowed fee & other not included in cost except writ two which was paid when suit was entered. Legal fee. 16.50

$27.35

Fee of Expert J. L. Davis J. L. McLennan, 5.00

$32.35

Statement of reciepts and disbursements of money recvd under writ of Mesne & Ds. vs. Pond.

To amt collected from W.P. Vick		$999.00
By amt for Clerks fees	10.35	
" " " Sheriff "	.50	
" " " Writ Tax	1.50	
" " " Comm J.L. McLemore	5.00	
" " " J.W. Pittman Auctioneer	10.00	
" " " W.S. Holland, pltff atty	50.00	
" " " Jno. C. Isbell Jr. Defts "	50.00	
" " " for preparing deed	5.00	
" " " W.H. Strond for printing posters	2.30	
Comm on $999.	28.98	
By balance	835.37	
	$999.00	$999.00

To balance as per contra to be distributed as decree		835.37
By amt for W.S. Holland atty for Sarah J. Watts	208.84	
" " " " " " Indiana P. Watkins	208.84	
" " " " " " Mollie R. Wilkinson	208.84	
" " deposited in bank of Vaughan & Co.	208.85	
	$835.37	$835.37

Respectfully submitted
Jno. C. Isbell Jr.
Spl. Comm.

MARKS ET ALS. VS. POND

TO THE HONORABLE ROBERT R. PRENTIS, JUDGE OF THE CIRCUIT COURT OF SOUTHAMPTON COUNTY:

The undersigned your commissioner in the above styled cause would respectfully report that , pursuant to a #### decree of the circuit court of Southampton County entered in the above styled cause on the 30th day of December 1896, he has collected from W. P. Vick the sum of nine ## hundred ### ######### and ninety-nine dollars ($999.00) the purchase price of the land in the bill mentioned, and has distributed the same as shown by a statement herewith filed and prayed to be read as a part hereof.

Your commissioner would further report that after collecting the said money he, together with Wm. S. Holland, co-commissioner in this cause, executed to the said W. P. Vick a deed for the said land with special warranty of title, reserving by agreement of parties interested, to the heirs of Drewry Pond, deceased, the old burying-ground containing about one-fourth acre

Respectfully submitted,

Robert Prentis Jr.

Special Commissioner.

Filed Jany 30, 1897

L. A. Gay Cl.

For value received we hereby assign unto J. B. Prince a Judgment duly docketed in the Clerk's office of Southampton County in Judgment Docket #1. said Judgment being No 1909 on said docket and for $301.50 with interest on $60.00 part thereof from the 12th day of April 1892, on $60.00 part thereof from May 2nd 1892, on $55.00 part thereof from may 20th 1892 and on $126.50 residue thereof from Sept. 1st 1892 till paid and $7.70 costs, in favor of Snyder Harris Bassett & Co. against W. D. Pond. recovered at the May term 1893 of the Circuit Court of said county and docketed on the 20th day of May 1893

Said judgment is assigned without recourse to me

SNYDER, HARRIS, BASSETT & CO.,
INCORPORATED.

Jany 21/97.

J. B. Seymour
Seyo Treas.

Filed and By allowing a copy of
this Decree to N. S. Pond
Feb. 17 1896

S. M. McLean
Clerk

Marks & als

Vs. } Summ: In Chy:
Pons.

1896. 2. Feby: Rules.
Cain Cot.

N. S. Hollands. p. q.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON Walter D. Pope

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 February 1896 ~~next~~, to answer a Bill in Chancery exhibited against him in our said Court by Sarah F. Marks and D. A. Marks her husband, Indianna F. Watkins and Samuel V. Watkins her husband and Mollie R. Wilkinson and Samuel A. Wilkinson her husband,

And this he 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 17th day of February, 189 6, in the 120th year of the Commonwealth.

TESTE: L. A. Gay, C. C.

Marks & ors.

v. Notice

Pond

We hereby accept
legal service of
this notice
Wm S. Hall and
atts for Plaintiff.

Marks et als.
vs. Notice
Pond

To Sarah F. Marks, D. D. Marks,
Indiana P. Watkins, Saml J. Watkins,
Mollie R. Wilkinson & Samuel L.
Wilkinson.

Take Notice that in the suit
of Marks et als vs. Pond wherein you
are plaintiffs & I defendant,
the court & will be asked to
allow a reasonable attorneys
fee to Jno. Nuckolls Jr. defendants
Counsel, defending this suit.

Respectfully
W. D. Pond
By counsel.

$208.85

Received this 3rd day of February 1897, of Jno. N. Sebrell, Jr. Special Com'r. in the suit of Marks et als. vs. Pond, the sum of two hundred and eight dollars and eighty-five cents, directed to be paid to me by a decree entered in the above styled cause on the 30th day of January 1897, to be credited on a judgment of Snydor, Harris, Bassett and Co. vs. W. D. Pond, duly assigned to me.

J. B. Prince
Appleton Tx.

Marks et. als.
v. 3 Report of
3 Com. Schools.
Pond. W.D.

Marks et als.

vs.

Pond W. D.

To the Honorable Robert R. Prentis, Judge of the Circuit Court of Southampton County.

The undersigned, your commissioner in the abovestyled cause, would respectfully report that, pursuant to a decree entered in the above styled cause on the 30th day of January 1897, he has collected from Vaughan & Company, Bankers, the sum of $208.85 deposited therein, and that he has paid the same over to J. B. Prince, assignee of Snydor, Harris, Bassett & Co. as will appear by a receipt from said J. B. Prince assignee &c herewith filed and prayed to be read as a part of this report

Respectfully submitted,

Jno. K. Gatling Jr.

Special commissioner.

Marks & als.

W. } Statement of Rules
Pons,

Sarah F. Marko by D. A. Marko her husband,
Indianna F. Watkins by Samuel V. Watkins,
her husband, by Mollie R. Wilkinson and
Samuel A. Wilkinson her husband } Plaintiffs

Vs. } In Chancery

Walter D. Pond Defendant

1896. 12th February. Process Iss. to 2nd February Rules.

" 2nd February Rules. Process returned executed.
Bill & Exhibits Filed. Decree Nisi.

" 1st March Rules. Answer of defendant Filed with
general replication and Cause set for hearing

Markle et als.

vs. 3 Notices

Pauls

We acknowledge due
& legal service of this notice

Wm S. Holland
atto: for plaintiffs

To

Sarah F. Marks and D. A. Marks her husband, Indiana P. Watkins and Saml. V. Watkins her husband and Mollie R. Wilkinson and Samuel A. Wilkinson her husband.

Take notice that on the 30th day of January 1897 at the office of Judge R. R. Prentis in Suffolk Va. I shall ask the Judge of the Circuit Court of Southampton County to enter a decree in chancery cause of Market &c. vs. Pond pending in the said Court in which you are plaintiffs and I am defendant, directing Jno. F. Brewer Jr. one of the commissioners in the said cause to collect the sum of $208.85 deposited in bank of Vaughan & Co. and pay same to J. B. Prince assignee of Snyder Harris Bassett & Co.

Very respectfully
W. D. Pond
By Counsel.

Marks et als.

vs. Report

Pond

Marks et als.

vs.

Pond

The undersigned Special Commissioner in the above styled cause, directed by a decree entered therein on the 5th day of December 1896 to re-sell the land in the bill and proceedings mentioned, most respectfully report, that in obedience to the said decree after having given due, full, and extensive notice of time, place and terms of sale by printed land bills, a copy of which is herewith returned as a part hereof, they did offer for sale, at public auction, at Courtland Va., on the 21st day of December 1896, (Court day) the said land to-wit: That certain tract of land of which Drury Pond died, seized and possessed, containing 492 acres, more or less, and situate in said county, near Drewryville, Va., at which said sale W. P. Vick, became the last and highest bidder at the price and sum of $999.00 and desires and is ready to pay the entire purchase price in cash upon confirmation of said sale by this Honorable Court.

Your Commissioner knows of no reason

why the sale was unfair and believing the price to be a fair one, they recommend that the sale be confirmed.

Your commissioners would further report that they have, in obedience to the said decree entered on the 5th day of December 1896, in said cause, returned to Thos. L. Bain all the money he has paid, and the bonds he executed & delivered to them as vice allegiance from receipts of the said Thos. L. Bain returned herewith as a part hereof.

Respectfully Submitted

Jno. C. Shreve Jr.
Wm S. Holland

Received December 11th 1896
of Mrs. E. Stroll Jr., Executrix Com.
the sum of One hundred & Six & 25/100
Dollars it being the amount
of each payment on said deed
under a decree in said cause
and which was required by a
decree entered in said cause
on the 5th day of December 1896
to be returned to me, the court
refusing to confirm the sale.

Thos. L. Brien

Recived Nov. 28th 1896 of Thos. L. Bain
the sum of One Hundred and Six & 25/100 Dollars
in cash and two bonds bearing even date
with this receipt, for the sum of One hundred
and Fifty-Nine & 37/100 & One Hundred & Fifty-Nine &
38/100 dollars respectively and payable in one &
two years respectively, said money and bonds
being given for the purchase of land sold under a
decree entered in the chancery cause of Marks & als.
vs. Pond, in the Circuit Court of Southampton Co. Va. as
per terms of said decree, and this day, and to be
returned to said T. L. Bain if said sale shall not
be confirmed by said court.

Jno. C. Gabriel Jr.
Special Comm.

Recind Dec 21st 1796 of Short delivery
the bonds mentioned in the within
receipt; the former sum of land not
being confirmed.

Th L. L. Bain

Marks et als.

vs

Pond

Report of sale filed this
5th day of Dec. I896 by leave
of court.

Marks et als

vs.

Pond.

The undersigned special commissioners appointed by a decree entered in the above styled cause on the 28th day of September I896 and directed to sell the land in the bill and proceedings mentioned, most respectfully report, that in obedience to the said decree after having given due, full and extensive notice of the time, place and terms of sale by printed hand bills, a copy of which is herewith returned as a part of this report, they did offer for sale at public auction at Ivor Va. on the 28th day of November I896 the said land, to wit: That certain tract of land of which Drewry Pond died seized and possessed containing 492 acres, more or less, and situate in said county near Ivor Va. at which said sale Thomas L.Bain became the last and highest bidder at the price and sum of four hundred and twenty-five dollars, and has complied with the terms of sale by making the cash payment and giving bonds for deferred payments as required by the decree of this court.

Your commissioners say that this land is assessed at $462.00 and Commissioner McLemore put it, fee-simple value at $1200.00 and while the sale was well advertized and fair in every way and made in the presence of the heirs or their representatives, they cannot recommend the confirmation of the sale to Mr. Bain. One of your commissioners, Wm. S. Holland says that while he has never seen the lands and does not want it, still if he can legally do so is willing that at the next sale it should be statted at the sum of four hundred and seventy-five dollars for him, which would be a little more than ten per cent on the bid of Mr Bain. If it should fall on his hands he will take the property and comply with the terms of sale, but is sure no such contingency will arise.

Respectfully Submitted.

Jno. C. Pickett Jr.

Wm. S. Holland

Spe. Com,rs.

Form No. 309.

Marks et als.
vs.
Pond

Jno. N. Sebree Jr.

to { COMMISSIONER'S BOND.

Commonwealth.

1896. 27th Oct. Filed
L. A. Gay

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 309.

Know all Men by these Presents, That we Jno. N. Sebree Jr. and Jas. E. Sebree are held and firmly bound unto the Commonwealth of Virginia, in the sum of Two Thousand Dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our Homestead Exemptions as to this obligaiton, and any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State. Sealed with our seals, and dated this 27th day of Oct. one thousand eight hundred and Ninety Six.

The condition of the above Obligation is such, That if the above bound Jno N Sebree Jr shall faithfully perform the duties of his office or trust, as Special Commissioner under a decree of the Circuit Court of the County of Southampton, pronounced on the 28th day of Sept., 1896, in the suit therein depending under the name and style of Mason & als. Vs. Pond

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

Jno N Sebree Jr. SEAL.
James E Sebrell SEAL.
Wm S. Holland SEAL.

In the Clerk's Office of the Circuit Court of the County of Southampton:

This day Jas E. Sebree surety on the above bond, made oath before me L. R. Gay, Clerk of the Circuit Court of the County of Southampton, that his estate after the payment of all his just debts, and those for which he is bound as surety for others, and expect to have to pay is worth the sum of Two Thousand dollars; whereupon the said bond is admitted to record according to law.

Given under my hand this 27th day of Oct. 1896.

Teste: L. R. Gay Clerk.

Commissioner's Office,
Southampton Co.
Jerusalem, Va., July 24, 1896. 188

To Walter E. Pond, Sarah F. Marks , D. A. Marks , Indianna P. Watkin Mollie R. Watkins, Samuel A. Wilkinsonand Saml V. Watkins,

You are hereby notified that I have fixed upon the 30th. *day of* July, 1896. ~~*next*~~, *if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:*

Ist. Whether the lands in the bill and proceedings mentioned can be partitioned in kind among the parties, or would a sale and division of the proceeds promote the interest of the parties.

2nd. Whether any party in interest will take the land and pay to the other parties in interest a fair price for their interest.

3rd. Whether there are any liens on any interest in said land, and if so. state the same with priorities.

4th. The annual and fee simple value of the land and the several interest of the parties therein.

5th. Any matter deemed pertinent by the Commissioner, or any party in interest.

required to be taken by a decree of Southampton Circuit Court, rendered at the March *term,* 1896., *in a suit in chancery depending in said Court, in which you are parties, plaintiffs and defendants; at which time and place you are required to attend.*

Given under my hand, as Commissioner in Chancery of said Court, the day and year first aforesaid.

J. L. McLemore
Commissioner.

To the Sheriff of Southampton County to execute.

We acknowledge due & legal service of
this notice. Sept. 17. 1896

Wm S. Holland
Atto. for Plaintiff

Jno. E. Gibbes Jr.
Atty for Deft.

Mark. et ux.
v.
Report
Pond et ux.
1816 Sep. 17 fils.

Office of Commissioner,

Septr. I7, I896.

To the Hon. Robert R. Prentis, Judge.

The undersigned to whom was referred the taking of the several accounts called for in the decree herewith filed in the Chancery cause of Marks et als. Vs. Pond, begs to reprot that after duly notifying all parties in interest he made the several enquiries called for in the said decree, and begs to report the following as the result of his enquiries:-Ist. That the land in the bill mentioned cannot be partitioned in kind among the parties entitled thereto, without material injury to its value, that he saw and questioned the parties in interest, all of whom are adult parties, and they are all of the opinion that it would be to the best interest of all parties to have a sale of the entire subject matter, and he therefore respectfully recommends the sale of the same, as there is no party in interest who will take the entire subject matter, and pay to the other parties such sums as their interest therein may entitle them to.

3rd. Ther are judgments docketed against W.D. Pond one of the heirs of Mrs. Rebecca J. Pond, and one of the parties interested in the real estate in the proceedings mentioned, as follows: Judgment in favor of Sydnor Harris Bassett & Co., for $30I.50, with interest on $60. from Apl, I2, I892, on $60. from May 2, I892, on $55. from May 20, I892, and on $I26.50 residue from Sept, I, I892, and $7.70 costs, which judgment is docketed, May 5, I893. (2) Judgment in favor E.L. Folk & Co., for $95.25 interest from Mch. I5, I893, and $I.30 costs, and (3) judgment in favor of Hurst Purnell & Co., for $207.I4 with interest on $II9. from Feb. 22, I893, and on $88.I4 from Feb, 28, I893, and costs$ 7.85,

4, The annual value of the land is about $60.00 and the fee simple value about $1200.-

5, Walter D. Pond, Sarah F. Marks, Indianna P. Watkins and Mollie R. Wilkinson are the several heirs who own in equal shares the tract of land in the bill [illegible]

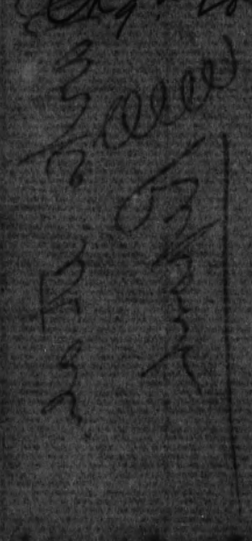
land in the bill and proceedings mentioned, they having come into possession of the same by virtue of the last will and testament of Drewry Pond deceased.

Respectfully Submitted.

Jas L McLemore

Solr for the Plaintiffs

Chancery Ct.



Marshall
vs.
Ames
Pond

Answer of W. D. Pond.

1896. 1. March Rules filed
L. A. Gay b.b.

Pond
ads
Marks &als.

The answer of W.D. Pond to a bill in equity exhibited against him in the Circuit court of Southampton County, by Sarah F. Marks & others. This respondent saving and reserving to himself the benefit of all exceptions which may be had or taken to the said bill, for answer thereto or to so much thereof as he is advised it is material for him to answer, answers and says, that true it is that Drury Pond departed this life years ago having a will in which he devised his land to Rebecca J. Pond, his widow, during her widowhood, with remainder to his children, and that Rebecca J. Pond has since that time departed this life, and that Sarah F. Mork, Indiana P. Watkins, Mollie R. Wilkinson and this respondent are the only children and remainder men under said will and are each entitled to one fourth interest in said land.

This respondent denies that the

plaintiffs have had difficulty with him in matters relating to the said estate, and hereby declares that he has no intention to interfere with the tenant who occupies the said farm in the year 1896. He most positively denies that he will not agree with his sisters in regard to selling or renting the said land but, on the contrary, is willing that the said land be sold either by private sale or under the decree of this honorable Court, and the proceeds thereof divided between the parties entitled thereto, according to their respective rights:-

And now having answered the prayer hereof to be dismissed with his reasonable costs in this behalf expended, and he will ever pray &c.

J. M. Schell Jr. Pro. W. D. Boyd

Arthur A. Drewry Comd

To } Dang of U.S.

Drewry Pong

Marks et als

vs } In chancery

Pond

Exhibit "B"

This Indenture, made this the 19th day of August in the year 1853 between Arthur A. Drewry of the first part and Drewry Pond of the second part, both of the County of Southampton: Whereas at the November Term of the Circuit Court of Southampton County Court in the year 1852, in a certain cause then depending in said Court between the said Arthur A. Drewry guardian &c Wm H. Hood &c & Wm H. Hood and others it was decreed and ordered that the said Arthur A. Drewry Commissioner appointed by said Court, should at public auction sell &c the highest bidder on a credit of six months taking bond with approved security from the purchaser the tract of land which was devised &c William H. Hood by Benjamin M. Hancock in his last will and testament after having given due public notice of the time and place of sale, and Whereas the said Arthur A. Drewry in pursuance of the said decree did on the 27th day of January in the year 1853. offer for sale at public Auction the said tract of land after having given the notice required by said decree, at which sale the said tract of land was struck off &c the said Drewry Pond for the sum of Two hundred and twenty dollars, that being the highest bid for the same, and whereas at the May Term of the Circuit Court of Southampton County in the year 1853 it was decreed in the same cause that the said Commissioner should execute a deed &c the said purchaser Conveying the the said land when the said purchase money should be paid, and whereas

the said purchase been paid, Now this Indenture Witnesseth that for and in Consideration of the premises and of the said sum of two hundred and twenty dollars (the receipt whereof is hereby acknowledged), the said Arthur A. Drewry doth hereby grant, bargain and sell unto the said Drewry Pond the tract of land which was devised to William N. Hood by Benjamin M. Hancock in his last Will and Testament, To have and to hold the said land with the appurtenances thereto belonging or appertaining to him and his heirs forever. And the said Arthur A. Drewry will forever warrant and defend the title to the said tract of land against the claims of all persons whatsoever claiming by through or from him, but against the claims of no other person whatsoever. In Testimony whereof the said Arthur A. Drewry has hereunto set his hand and seal the day and year first above written.

Arthur A. Drewry (Seal)

County of Southampton, to wit:

I, S. B. Kello a justice of the peace for the County aforesaid in the State of Virginia, do hereby certify that Arthur A. Drewry whose name is signed to the writing above bearing date on the 19th day of August 1853 has acknowledged the same before me in my County aforesaid. Given under my hand this 22nd day of August 1853.

S. B. Kello J.P.

Southampton County, In the Clerks Office the 17th.
day of October 1853.
This Deed of bargain & sale was presented and
together with the certificate of the acknowledgment
of Arthur A. Drewry Commissioner &c. a party thereto
and thereupon admitted to record

Teste:

L. R. Edwards C.C.

A Copy

Teste: B. F. McLemore C.C.

Southampton County to wit

We William Baiggs an & R. A. Urquhart Justices of the peace in the County aforesaid in the State of Virginia do hereby Certify that Mary Deacon the wife of Anselon Deacon parties to a Certain deed bearing date on the 24th. day of August Eighteen hundred & forty three and hereunto annexed personally appearing before us in our County aforesaid and being examined before us privately and apart from her husband and having the deed aforesaid fully explained to her she the said Mary Deacon acknowledged the same to be her act and deed and declared that she had willingly signed sealed & delivered the same & that she wished not to retract it,

Given under our hands & seals this 24th. day of August Eighteen hundred & forty three.

William Baiggs an (Seal)

R. A. Urquhart J.P. (Seal)

Southampton County in the Clerks Office the 16th. day of October 1843 This Deed of Bargain and sale from Anselon Deacon & wife To Dawry Pond was proved by the oaths of J. B. Urquhart John Bowers & A. B. Urquhart Witnesses thereto and together with the Certificate of the privy examination and acknowledgment of the wife admitted to record.

Teste: L. R. Edwards C.C.

A Copy.

Teste: B. F. McLemore C.C.

I Amelon Denson & wife Mary have this day Bargained & sold and do hereby transfer and convey to Drewry Pond & his heirs for the Consideration of five hundred dollars to us paid a Tract of land in the County of Southampton and State of Virginia containing by estimation Two hundred & Sixty eight acres be the same more or less and bounded on the North by the lands of William O. Bailey on the east by the lands belonging to the heirs of the late George G. G. Gray on the South by Kellos Mill Pond & on the West by the lands belonging to the estate of the late Morgan Hancock: To have and to hold the same to the said Drewry Pond his heirs and assigns forever: I the said Amelon Denson & wife Mary do Covenant to the said Drewry Pond that we are lawfully seized of said land have a good right to Convey it and that the same is unincumbered I Amelon Denson & wife Mary do further Covenant and Bind ourselves our heirs and representatives to Warrant and forever defend the title to the said land and every part thereof to the said Drewry Pond his heirs and assigns against the lawful claims of all persons whatsoever - As Witness our hands & seals this 24th day of August Eighteen hundred & forty three

Executed & delivered in our presence

Jas B. Urquhart
John Bowers
A B Urquhart

his
Amelon + Denson
mark

Mary
her + Denson
mark

In the name of God Amen. I. Drewry Pond of Southampton. State of Virginia. being of sound mind. do declare this to be my last will and testament as follows:

1st: I loan all my negroes and their increase to my beloved wife Rebecca during her Widowhood as my Widow. or should she not marry during her natural life excepting negro girl Jinny, which I wish my said wife Rebecca to dispose off or do as she thinks best for her interest and that of my Children.

2nd: I loan her all monies, lands, and property of every description on the Conditions aforementioned above.

3rd: At the death or marriage of my wife before mentioned I wish my property of every description equally divided among my living Children or their lawfull heirs.

4th: I also constitute and appoint my dear Wife as my Executrix for the Settlement of my estate

Given under my hand This 11. day of May 1858 in presence of the following Witness. Drewry his + Pond mark

Witness

Wm. B. Stephenson

Jesse Worrell

John W. Judkins

At a Court held for the County of Southampton, August 16th. 1858. This last Will and Testament of Drewry Pond dec'd. was this day proved by the oaths of Wm. R. Stephenson and John W. Jenkins Two of the subscribing Witnesses thereto and was thereupon ordered to be recorded.

Teste:

L. R. Edwards D.C.

A Copy,

Teste: B. F. McLemore D.C.

Drewry Pond
Will. a Copy

Mortgage &c. &c.
25 & the Account
Pond

Exhibit "A" files
with the deed.

Ofa of debts outstanding in D. Sat Mg & dist
Proved before Com. 21st day of Jan/96
Total Amt debts 414.20

Amt in hand to be distributed 56.02.

Count Cost 32.35

Attachments 7.50

Comm on $999 28.98

Deed 5.00

Attys 100.00

173.83

Stamps 2.30

176.13

999

176.13

4 | 822.87

205.71

Marks et als.

vs

Pond

December 5th 1896.

Decree .

To be entered.

Robert D. Lewis

WE consent to the entering of this decree:

Wm S. Holland atty. for Plaintiffs who are all adults.

Jno. C. Powell Jr.
atty for Defts.

Entered Page 114

Clk.

In the Circuit Court of Southampton county in vacation this 5th day of December I896 .

Marks et als.

vs

Pond.

This cause came on this day to be again heard on the papers formerly read, and on the report of Jno.N.Sebrell Jr. and Wm.S.Holland special commissioners, and on reasonable notice to all parties in interest, and was argued by counsel:

On consideration whereof the court doth adjudge, order and decree that the bid of Thomas L. Bain reported by said commissioners, be, and the same is hereby rejected, and that said commissioners immediately return to ~~Mr. Thos~~ Thomas L.Bain all the money he has paid and the bonds he has executed and delivered to them, and that said special commssioners proceed at once to advertize the said land on the same terms as before , and after ten days notice given as before, proceed to again offer said land for sale at Courtland, on some county court day, and except as herein stated to follow the requirements of the decree herein of Sept.28th I896, and the said commissioners shall make report to court.

Robert R. Dennis

To the clerk of the Circuit Court of Southampton county, Va.

In the Circuit Court of Southampton County.
In Vacation on the 30th day of January 1897.

Marks &c. als.

vs.

Pond &c.

This day this cause came on by consent to be heard on the papers formerly read and the report of Special Commissioner Jno. C. Drewry Jr. this day filed showing moneys and disbursements of funds in this cause, to which report there is no exception, and was argued by counsel. By consent. On consideration whereof the Court doth confirm the said report, and it appearing that the judgment of Snyder Harris Bassett & Co. against W. D. Pond, reported by Comm'r L. L. McLemore as being the first lien on the interest of said W. D. Pond in the land in the bill mentioned has been duly assigned by said Snyder Harris Bassett & Co. to J. B. Prince, the Court doth adjudge order and decree that Jno. C. Drewry Jr. one of the commissioners in this cause collect from Vaughan & Co, Bankers the sum of $208.85 reported to have been deposited in said bank, and pay same to said J. B. Prince assignee of Snyder, Harris Bassett & Co

to be credited on said judgment taking his receipt therefor to be filed with the papers in this cause.

And the said Commissioner will report to Court.

Robert C. Dennis.

To the Clerk of
the Circuit Court of
Southampton County.

Marks et als.
vs.
Deane
Pauls

Entered January 30, 1877
Robert C. Dennis.

The enemd to this decree:
Wm. S. Harwood
atto. for complts
Jno. L. Brugh Jr.
atty for defts.

Entered. page 117

Mark et al.
vs. 3 Decree
Pond. Wd.

Entd Mar. 23, 1897
Robt. A. Ellis

Entd Pages 127

Marks et als.

vs.

Pond W. D.

This day this cause came on to be further heard on the papers formerly read and on the report of Comr. Jno. N. Sebrell Jr. filed the 23rd day of March 1897, to which report there is no exception, and was argued by counsel. On consideration whereof the Court, confirming the said report, ## and it appearing that nothing further remains to be done in this case, doth order that the same be removed from the docket.

Marks et alo.
vs. Decree
Pond

Enter this decree Dec. 30th 1896

Robert R. Reed Jr

We consent to this decree

Wm S. Holland
Atty. for Plaintiff.

Jno. Lyon Jr.
Atty for Deft.

Entered Page 117

In the Circuit Court of Southampton County, In Vacation, on the 30th. day of December 1876.

Marks et als.

vs.

Pon &.

This day this cause came on to be further heard on the papers formerly read and the report of Commissioners W.S. Holland and Jno. C. Bruce Jr. filed this day, of ____ 1876, to which report there is no exception, and was argued by counsel. On consideration whereof, the Court confirming the said report, doth adjudge, order and decree that the sale reported in said report of the lands in the bill mentioned to Wm. P. Vick be and the same is hereby ratified and confirmed and made binding between the parties. And it appearing to the court that the said W.P. Vick desires to pay the entire purchase money in cash, the court doth adjudge, order and decree that W.S. Holland and Jno. C. Bruce Jr. the special commissioners in this cause do proceed to collect of the said W.P. Vick the said purchase price of $999.00 and after collecting the same, to execute to him a deed for said land with special warranty of title.

And the Court doth further adjudge

order and done that the said W. S. Holland and Jno. T. Gabriel Jr. Spcial Commissioners do pay out of said purchase price of $999.00 after they shall first expended the sum the costs of this suit including a fee to W. S. Holland plaintiffs attorney of $50.00, and a fee to Jno. T. Gabriel Jr. defendants attorney of $50.00, and the expenses of sale, and pay one fourth of balance to Sarah F. Marks one fourth of said balance to Indiana P. Watkins and one fourth of said balance to Mollie R. Williamson, and the remaining one fourth of said balance to be deposited by the said Commissioners or one of them in the bank of Vaughan & Co, Franklin Va. said commissioners taking a certificate of deposit therefor. And the said Commissioners or either of them shall make report to court.

Robt. D. Rawlis.

To the Clerk of the
Circuit Court of
Southampton County.

Marks & als.

W. } Deeds,
Pond.

Entered
page 62

Southampton County. Circuit Court. March Term 1896

Marks et als.
vs. } Decree.
Pong.

This cause came on this day to be heard on the bill of complaint, the answer of the defendant heretofore filed at rules, with general replication thereto, and was argued by Counsel.

On consideration whereof, the Court doth adjudge, order and decree that one of the Commissioners of this Court enquire, take, state and report to the next term of the Court,

(1) Whether the Lands in the bill mentioned can be partitioned in Kind or would a sale and division of the proceeds promote the interest of the parties,

(2) Whether any party in interest will take the Land and pay to the other parties in interest a fair price for their interest,

(3) Whether there are any liens on any interest in said Land, and if so, state the same with priorities,

(4) The annual and fee simple value of the Land,

(5) The several interests of the parties therein,

(6) Any matter deemed pertinent by the Commissioner or any party in interest,

A Copy,
Teste: L. A. Gay C.C.

Marshals
vs. Decree
Pond

Enter Sept. 28, 1896
Robert R. Harris

Ltr Contract Doctrine
Cases

Entered Page 96-

Morka et als.
vs.
Pond

This day this cause came on to be further heard on the papers formerly read and the report of Com'r J. L. McIlwaine filed Sept. 17th 1896, and was argued by counsel. On consideration whereof, the court doth confirm the said report and it appearing from said report that the land in the bill and proceedings mentioned cannot be partitioned in kind among the parties entitled thereto without material injury to its value, that none of the parties will take the entire subject matter and pay to the other parties such sums as they will be willing to, and that the interest of all the parties will be promoted by a sale of the entire subject matter, the Court doth adjudge, order and decree that W. S. Holland and Noel Abell Jr., who are hereby appointed special commissioners for the purpose do proceed to sell by public auction at Ivor or Newsoms, Va. after having

duly advertised the time, place and terms of sale, the real estate in the bill and proceedings mentioned, of which Drury Pond died seized and possessed consisting of a tract of land containing about 492 acres in the County of Southampton, Va., upon the following terms to wit: One fourth in cash, the balance of purchase price to be paid in two equal installments payable in one and two years respectively, the credit installments to bear interest from the day of sale; taking from the purchaser bond with good personal security for the deferred payments and the title to be retained till the entire purchase price is paid, with the option however to the purchaser to pay the entire purchase price ~~in cash~~ and. And the said commissioners are directed to report their proceedings hereunder to the Court. But before the said commissioners shall advertise ~~the said property~~ under this decree, they shall enter into bond with sufficient security in the Clerk's office of this Court, payable to the Commonwealth of

of Virginia, in the penalty of $2000.- and conditioned for the faithful discharge of their duties hereunder.

By consent of counsel for plaintiff and defendant ~~hereof~~ in open Court ~~this cause is hereby~~ ~~vacation order~~ here entered of record, it is ordered that this cause be submitted to the judge of this court for such decision or decree in vacation as might be made in term.-

Meeks et al

vs

Pond

Decree

March 24th 1896

To be entered

Robert E. Lewis

Entered

Page 62

Marks et. al.

vs.

Pond

This cause came on this day to be heard on the bill of complaint, ~~the answer of the defendant heretofore filed at rules, being duly summoned to answer and duly with general replication thereto, failing to plead answer or demur~~ and was argued by counsel.

On consideration whereof the Court doth adjudge order and decree that one of the commissioners of this court enquire, take, state and report to the next term of the court:

(1) whether the lands in the bill mentioned can be partitioned in kind or would a sale and division of the proceeds promote the interest of the parties.

(2) whether any party in interest will take the land and pay to the other parties in interest a fair price for their interests.

(3) Whether there are any liens on any interest in said land, and if so, state the same with priorities

(4) The annual and pecuniple value of the land

(5) The several interests of the parties therein.

(6) Any matter deemed pertinent by the commissioner or any party in interest.