

1899-09

Southampton County Chancery - Graham, Mary - Vs Pretlow C.F.

Sues for injunction to keep defendant
or his agents from "selling, conveying,
leasing or otherwise disposing of the
said land." And that the defendant
be required to give the plaintiff a clear
deed for same.

Wm S. Halland

Mary Graham

vs.

Charles F. Pretlow

Bill of Complaint.

1899. 1st Dec. Rules Filed

L. A. Gay l.b.

To the Honorable Robert R. Prentiss, Judge of the Circuit Court of Southampton County, Virginia:

Your Complainant, Mary Graham, shows to the court, that on the first day of January, 1890, she bought of Charles F. Pretlow a tract of land situate in the County of Southampton, in the State of Virginia, containing one hundred acres, more or less, and which adjoins the lands of P. J. Holmes, Alice Pretlow and J. T. White, and that the said Charles F. Pretlow gave her a certificate in writing in words and figures as follows:

"This is to certify that I have this day sold to Mary (100) acres of land lying in front of my residence and adjoining the lands of P. J. Holmes, Alice Pretlow, and J. T. White, for the consideration of (\$400)"

Jan. 1st. 1890.

(signed) C. F. Pretlow.

And she says that he immediately put her in possession of said tract of land, he, the said C. F. Pretlow promised her that as soon as she paid all the said purchase price he would give her a good and perfect title to the said tract of land, and that she went to work on the said land, grubbed as much as three acres, more or less, repaired houses, built chimneys, fences, and did many other improvements. Your Complainant says that on the 31st. day of January, 1891 she paid ten(10) dollars on said land, on February 24th. 1891 she paid sixteen (16) dollars; that on February 28th. 1891 she paid one hundred and ten (110) dollars, and that on May 2nd. 1891 she paid ten (10) dollars on said land, and that for each of said payments said C. F. Pretlow gave her a receipt specifying that each of said payments was in part payment on said tract of land, and that in order to pay the balance of the purchase price she hired to him, at his own instance and request, her two grandsons, namely, George Pretlow and Adam Pretlow, at the price of eight (8) dollars per month for each of said boys, that he, the said C. F. Pretlow undertook, promised and agreed that he would allow her as a credit on the

said tract of land the hire of the said two boys, that said two boys worked for him all the time during the years 1890, 1891, 1892, 1893, 1894 and 1895, earning, according to contract, the sum of eleven hundred and fifty two (1152) dollars, which he, the said O. F. Pretlow undertook, promised and agreed to pay her by giving her credit on the said tract of land. Your Complainant says she clothed the said boys during all the time, and that he did not pay her, or them, or any one else for ~~them~~ them, a single dollar, but told her she was paying their wages on said land. She says she is an ignorant woman and supposed the interest consumed all the wages. Your Complainant says she has paid every cent, principal and interest on said tract of land, and as she is now informed, has overpaid him. Your Complainant says that after she had paid him for the said tract of land, he, the said O. F. Pretlow, on, or about January 1897 drove her from the land without any excuse, and that she is not know, and has not been in possession of the said tract of land since the early part of the year 1897.

Your Complainant says she has repeatedly asked and begged him, the said O. F. Pretlow, for a deed for the said tract of land, but every time he has refused to give her a deed. Your Complainant says she has paid taxes on said tract of land for four years, and has been willing and anxious to pay taxes on the same all the time, but has not been called on or allowed to pay said taxes therefor since the year 1896.

Your Complainant says she is informed and believes that said O. F. Pretlow is about to convey said land in trust or otherwise with the intent willfully and fraudulently, to deprive her of her property for which she has paid much more than its value. Your Complainant has lately been informed, to her great surprise, that the said O. F. Pretlow is involved in debt and is insolvent so that an action for damages would be unavailing.

For as much as your Complainant is remediless, save in this court where such matters are alone and properly cognizable, she prays that said O. F. Pretlow, be made a party defendant to this suit, and be required to answer this bill of complaint, but an answer on oath is hereby expressly waived, that an injunction be awarded your Complainant restraining said O. F. Pretlow, his agents and attorneys from selling, conveying, leasing, or otherwise disposing of the said tract of land, that he, the said O. F.

Pretlow be required to make, execute and deliver to your Complainant a good and sufficient deed conveying to her a perfect title to the said tract of land, that all proper accounts and enquiries may be taken, stated and reported to court; that in case he, the said O. F. Pretlow, cannot be compelled to convey to your Complainant a good and perfect title to the said land, then that a judgement may be entered against him for the purchase price paid to him as aforesaid, that all proper and reasonable fees may be allowed your Complainant's attorney in this case; that all such other, further and general relief may be granted your Complainant as the nature of her case may require, or as to equity and good conscience may seem meet. And she will ever pray.

VIRGINIA:

COUNTY OF ISLE OF WIGHT, TO WIT:

I, Albert S. Johnson, a Notary Public, in and for the county aforesaid, in the State of Virginia, do certify that Mary Graham, whose name is signed to the foregoing bill in chancery, appeared before me in my said county and made oath in due form of law that the statements contained in the said foregoing bill in chancery are true to the best of her knowledge, information and belief.

Given under my hand this 11th. day of November, in the year 1899.



Graham Mary
vs { Statement of Rules.
Dutton G. F.

Mary Graham

Plaintiff

vs

L. F. Feltow

Defendant

1899. 15th Nov. Injunction awarded

" 17th " Bill lodged in Office and
process issued to 1st Dec. Rules
1899 with injunction order
endorsed thereon.

1899. 1st Dec. Rules. Process returned executed.

Bill and exhibits filed.

Deere Nisi vs. Defendant

1899. 2nd Dec. Rules. Bill taken for confessed
and cause set for hearing.

Graham vs Pritchard

Injunction

to

BOND.

Commonwealth.

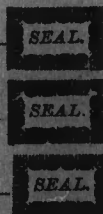
Know all Men by these Presents, That we

are held and firmly bound unto the Commonwealth of Virginia in the sum of

_____ 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. And we hereby waive the benefit of our exemption as to this obligation, 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 the bonds of this State. Sealed with our seals and dated this _____ day of _____ one thousand eight hundred and ninety _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas Mary Graham who has said out of the Circuit Court of Southampton County, an injunction enjoining and restraining to F. Patton, his agents and attorneys from selling, leasing, conveying or otherwise disposing of the land in the bill and proceeding mentioned, till the further order of this Court. Now if the said _____ shall pay all costs which may be awarded, and to pay all damages which may be incurred by the defendant in case this injunction shall be dissolved, according to law.

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



In the _____ Court of the _____ of _____, the _____ day of _____ 189 _____.

This bond was executed and acknowledged in open court, by the obligors, and ordered to be recorded.

the suret therein having first justified on oath that _____ estate, after the payment of all just debts, and those for which he _____ bound as security for others and expect to have to pay _____ worth the sum of _____ dollars, over and above all exemptions allowed by law.

Teste:

Clerk.

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In the Circuit Court of Southampton County, Virginia, in vacation,
this 15th. day of November, 1899.

Mary Graham

vs.

O. F. Pretlow.

On presentation of the bill of complaint, properly sworn to,
and on motion of the plaintiff an injunction is awarded her enjoin-
ing and restraining O. F. Pretlow, his agents and attorneys from
selling, leasing, conveying or otherwise disposing of the land in
the bill and proceedings mentioned, till the further order of this
court, but this injunction shall not take effect till the plaintiff,
or some one for her, shall enter into bond before the clerk of the
circuit court of the County of Southampton in the penalty of \$100.00-
conditioned to pay all costs which may be awarded, and to pay all
damages which may be incurred by the defendant in case this injunc-
tion shall be dissolved, with surety by said clerk deemed sufficient,
and made payable according to law.

Robert R. Prentiss
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To the Clerk of the Circuit Court of the County of Southampton.

THE COMMONWEALTH OF VIRGINIA, *Sergeant of Portsmouth*
To the ~~Sheriff of Southampton County~~ Greeting:

WE COMMAND YOU THAT YOU SUMMON *G. F. Prilland*

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 *Dec. 1899* next, to answer
a Bill in Chancery exhibited against *him* in our said Court by
Mary Graham

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

WITNESS, L. A GAY, Clerk of our said Court, at the Courthouse, this *17th* day of
November, 189*9*, in the 12*th* year of the Commonwealth.

Teste: *L. A. Gay* C. C.

In the Circuit Court of Southampton County, ^{Virginia} in vacation,
this 15th day of November, 1899.

Mary Graham

vs

L. F. Prettan.

On presentation of the bill of Complaint, properly
sworn to, and on motion of the plaintiff, an injunction
is awarded her enjoining and restraining L. F. Prettan,
his agents and attorneys from selling, leasing, conveying
or otherwise disposing of the land in the bill and proceeds
ings mentioned, like the further order of this Court,
but this injunction shall not take effect till the
plaintiff, or some one for her, shall enter into bond
with one the Clerk of the Circuit Court of the County of
Southampton in the penalty of \$100.- Conditioned to pay
all costs which may be awarded, and to pay all damages
which may be incurred by the defendant in case this
injunction shall be dissolved, with interest by the said
Clerk deemed sufficient, and made payable according
to law.

Robert R. Prettan

To the Clerk of the Circuit Court
of the County of Southampton

Test: L. A. Hay 6th

Graham

vs L. F. Prettan. With injunction

Prettan

1899. 1. Dec. Rules

Leis. let

Executed in the City of
Portsmouth Va. this 15th
day of November 1899 by
delivering a copy hereof
to L. F. Prettan in person
Wm. Smith Angl of the
City of Portsmouth Va.

Rec'd. Jan 15th
1900 found 141 dollars
and 66 cents my care
to date and to and
including a decree
dismissing the same
L. A. Hay c.c.

Wm. S. Woodland P. G.

Courts:
Isle of Wight, Nansemond
and Southampton.

LAW OFFICE
—OF—
W. S. MOLLAND.

Windsor Station, Va., Jan. 8th 1900

Mr. L.A. Gay, Clerk, Circuit Court,
Courtland, Southampton County, Va.

My Dear Sir:-

I wish to dismiss at Rules the suit of Mary Grayham vs
O.F. Pretlow et als, if there has been no appearance. The matter has been
compromised and I have money in hand with which to pay the plaintiffs costs.
Please let it be dismissed and send me the bill of costs.

Yours Very Truly,

W. S. Molland

Courts:
Isle of Wight, Nansemond
and Southampton.

LAW OFFICE
—OF—
W. S. MOLLAND.

Windsor Station, Va., Nov. 16th. 1899.

Mr. L. A. Gay, Clerk, Circuit Court Southampton County,
Courtland, Va.

Dear Sir:-

I send you by this mail an affidavit in the case of Scott vs. Scott and beg that you will issue the order of publication and have it executed in some local newspaper as cheaply as may be and ask the news-paper man to send bill to me along with the certificate of publication.

I send you also an injunction order and bill in chancery and a memorandum for the suit. I suppose Mary Graham, or some one for her, will execute bond Monday, but you need not delay issuing process at all. Please direct process to the Sergeant of the City of Portsmouth and mark, in pencil on summons and tell the Sergeant to inquire at 309 Dinwiddie Street. I do not know that O. F. Pretlow lives there, but his son in law lives at that number and he is probably with his son in law. I send checks to pay Sergt. and to pay writ tax.

Yours very truly,

Wm S. Molland

Graham Mary

vs. } Statement of Costs

Pratt & F.

1899

Nov. 17th.

Sum. with injunction order endorsed thereon. 50. 1 exp. 25 = 75

Receipt 18. atty. 10. Book of 18. Injunction order 36 = 82

Receiv 1.00. Entering return 50. 7 il. Bill 15 = 1.50

Do injunction order 15. Lm Costs &c. 40 = .55

Filing away papers 25. Postage 04. Justice cost 75 = 1.04

Paid L. A. May to Lm 4.66

Supt. of Ports. 50

16.50

\$21.66

Total: L. A. May 6.66

Graham

vs. { Statement of costs

Prill

May Hay Lane

~3

L. F. Pultons

to be

To be entered

Oct. 3rd 1900

Robert Pultons

9

Entered 327

Mary Grayham

vs

R. H. Pittman

On motion of the plaintiff
~~this~~ it is ordered that this
case be stricken from
the docket.

with that causing it to be
now of little value
it is ordered that
it be stricken from
the docket.