

1899-34

Southampton County Chancery

Vick, W.P. vs

Bradshaw, J. I. et al

"Injunction"

Restrain from making sale

Bradshaw, James W.

Bradshaw, Victoria

Gayard E. J. Trustee

State of Virginia
County of Southampton, to wit:-

This day personally appeared before the undersigned a Notary Public in & for the County & State aforesaid, W.P. Vick whose name is signed to the annexed bill of Complaint, and made oath that the statements as therein contained, in so far as made of his own knowledge are true, and in so far as made upon information derived from others he believes them to be true.

Given under my hand this 20 day of December 1898.

B. F. McLenore
Clerk in Chancery of the Circuit
Court. Southampton Co. Va.

Virginia, In the Circuit Court of Southampton County.

In Vacation, December 21st. 1898.

W.P. Vick vs. Jno. T. Bradshaw et al.

On motion of the Complainant an Injunction is awarded him in accordance with the prayer of the bill, enjoining and restraining E. J. Raiford, Trustee, of Jno. T. Bradshaw from making sale of the tract of land containing 258 acres more or less, belonging to Jno. T. Bradshaw, and bounded by the lands of Edwin Bradshaw. to wit, it being known as the Robert Vick tract is the same upon which said John T. Bradshaw now resides - until the further order of this Court.

But before the said plaintiff shall have the benefit of this Injunction he or some one for him shall enter into bond before the Clerk of the Circuit Court of this County in the penalty of \$300.00 conditioned to pay all such costs as may be awarded against him, and all such damages as may be incurred, in case this Injunction shall be dissolved.

To the Clerk of the
Circuit Court of
Southampton County

Robert R. Purdie

Vick W.P.

vs { Bice Exhibits

Bradshaw Inc. P. et als.

1898. 21st Dec. Filed

L.A. Gay l.l.

W.P. Vick

Exhibits of Bice vs Vick

To the Honorable Robert R. Prentiss, Judge of
the Circuit Court of Southampton County.
— In Chancery —

Complaining your orators, W. P. Vick and
~~Robert R. Prentiss~~, respectfully represent the following
case: That on the day of January 1898, your
as assignee of Sallie A. Crumpler, Admin. of E. B. Crumpler.
orator W. P. Vick, obtained a judgment for the sum
of \$94.⁶³ with interest from 16th day of Nov 1895
in the County Court of Southampton County.
and ~~\$12.52 costs~~: ~~that your orator Robert R. Prentiss, ob-~~
~~tained a judgment for the sum of \$48.⁸⁰, with interest~~
~~from 1st day of May 1895, both of which judgments~~
~~was given in a justice Court and are against J.~~
J. Bradshaw of said Southampton County, and duly reco-
rded. That ~~both of said judgments are~~ still due &
unpaid as will appear by extract of the same filed
herewith as exhibits "H." That said J. T. Bradshaw and
Victoria V. Bradshaw
has no personal property out of which these judgments
may be satisfied in any of the modes prescribed by
law. The same having been returned by the Sheriff
uncollected. That Victoria V. Bradshaw has no real estate.

That said J. T. Bradshaw, hereafter called the defendant,
is possessed of a tract of land lying near Berlin, Va. upon
which he now resides, containing 258 acres, more or
less, and bounded by the lands of Edwin Bradshaw
others known as the Robert Vick tract and —
upon which tract of land there is a deed of trust
to secure one of your complainants, W. P. Vick, the sum
of ~~\$1800.⁰⁰~~ ^{about} \$1800.⁰⁰, which debt is still due and unpaid. That

after process was served on said defendant, citing him to trial before the justice that granted your orators ~~two~~ judgments, and before the day of trial, to wit: on the 5th day of March 1896. the said defendant executes to his brother, a second deed of trust on said farm, conveying same to E. J. Raiford Trustee. to secure a debt of \$300. claimed to be due to him the said Junius W. ~~Broadbent~~ ^{Broadbent} the brother of defendant, which amount when added to the first deed thereon will more than consume the entire property and prevent the judgments of your orators from being collected. A copy of said deed of trust is filed herewith as exhibit "B".

Your complainants aver that Junius W. Broadbent has not now, nor has he ever had, the means of paying the debt of \$300. aforesaid, that no money or other valuable consideration whatsoever passed from the beneficiary in said deed to the defendant; that the said deed about secured thereby, are voluntary, that same were made with the intention to prevent the collection by your orators of their judgments, and were therefore executed with intent to hinder, delay and fraud your complainants, creditors, of said defendant and is void - That being so executed, the said defendant & his brother Junius W. Broadbent, working together to defeat the judgments aforesaid, have caused the Trustee in the said deed of trust, to advertise the property aforesaid for sale on December 23rd 1898, a copy of which advertisement being herewith filed as exhibit marked "C", as a part of their bill.

That said notice, upon which the trustee proposes selling the farm as your orators are advised, is manifestly faulty, in its construction, and totally insufficient to give to the public any notice whatever of the property intended to be sold. That in fact, no notice has been given, and the proposed sale by the trustee under & by virtue of the notice or notices a copy of

which are herein filed would be a travesty upon trust sales and in open disregard of the rights of lien creditors. That the entire scheme bears upon it the impress of its manifest purpose, namely, to absorb the remainder of the land after paying the first deed of trust, and leaving your orator's judgments to the tender mercy of defendant conscience.

Your orator now recharges that unless the sale aforesaid is enjoined, and the property held in tact, till the question of the validity of the deed of trust can be tested by your complainants, that their judgments will be rendered worthless & they will be greatly damaged.

In tender consideration whereof, and for as much as your complainants are without remedy save in a court of equity where all such matters are alone & properly cognizable, to the end that justice may be done, your orator prays, that J. P. Bradshaw and Victoria W. Bradshaw his wife, Julian W. Bradshaw, and E. J. Raiford trustee, may be made parties defendants to this bill & required to answer the same, but answers under oath are hereby expressly waived; that an injunction may issue enjoining & restraining the said E. J. Raiford trustee & all other persons from making sale of the lands of J. P. Bradshaw till the further order of this Court; that the said deed of March 5th 1896, may be declared null, void & of no effect, and the judgment of complainant made to attach with priority over said deed of trust; that all such accounts may be taken, inquiries directed, and all such other further & general relief may be granted to your orator as the nature of this case may require or to equity shall seem meet. And your complainant will ever pray &c.

Prince & W. L. Moore
Counsel for plaintiffs.

H. P. Vick.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON *Jno. A. Bradshaw and Victoria V. -*

Bradshaw his wife, James W. Bradshaw, and E. J. Raiford
Trustee

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 *January* *1899* next, to answer a Bill in Chancery
exhibited against *them* in our said Court by *W. P. Vick*

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 *21st* day of
December, 189*8*, in the 12*th* year of the Commonwealth.

TESTE:

L. A. Gay, C. C.

W. P. Vick

vs.

Jos. P. Bradshaw et al.

In Chancery

Virginia, In the Circuit Court of Southampton County,
In Vacation. December 21st. 1898.

On motion of the Complainant an Injunction is awarded
him in accordance with the prayers of the bill enjoining
and restraining E. J. Raiford Trustee & James W. Bradshaw
from making sale of the Tract of Land containing 258
acres more or less, belonging to Jos. P. Bradshaw, and
bounded by the lands of Edwin Bradshaw & others, it being
known as the Robert Vick Tract & is the same upon which
said John P. Bradshaw now resides - until the further order
of this Court.

But before the said plaintiff shall have the benefit
of this Injunction he or some one for him shall enter into
bond before the Clerk of the Circuit Court of this County
in the penalty of \$300. Conditioned to pay all such costs
as may be awarded against him and all such damages
as may be incurred, in case this Injunction shall be
dissolved.

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

Robert R. Printes

A Copy.

Weste: L. A. Gay b.b.

I hereby certify that bond as required in the foregoing order
has been given with security approved by me.
Given under my hand this 22nd. day of Dec. 1898.

Weste: L. A. Gay b.b.

Received
of the Circuit Court of
Southampton County
the sum of \$300.00
for the purpose of
the Injunction
dated Dec 23rd 1898
J. P. Moore J. G.

1899. 1st. January
J. P. Moore J. G.

John P. Bradshaw et al.

W. P. Vick

W. P. Vick

Notice! Notice!!

8681 81 270

DEC 18 1898

By virtue of a Decd of Trust Executed by
J. T. Bradshaw & Wife to E. J. Raiford Trustee on
the 5th day of March 1888 and of record in the
Clerks Office of Southampton County Court
conveying certain Estate situated in said
County containing 258 acres in Trust to
secure a bond of even date with said Decd
for the principal sum of \$500.⁰⁰
Due to Junius W. Bradshaw and whereas
default having been made in payment
of said bond, I shall at the request
of the beneficiary offer ~~for~~ for sale
to the highest Bidder at the said
J. T. Bradshaws on Friday Dec 28, 1888
at 10 O'clock A.M.

Terms made known on day
of sale.

No. 25, 1888

E. J. Raiford (Trustee)

In Southampton County Court,

Term, 1895

N. P. Vick, Agent of Sallie A.
Crampler - Adm. of G. B. Crampler. Plff.
Against

In Deft

John T. Bradshaw & Victoria V. Bradshaw Defs.

Judgment for the Plaintiff against the Defendant for \$ 94.⁶³ with
legal interest thereon from 16th day of November, 1888, till paid,
and costs, \$ 13.⁵²

Extract.

Teste:

B. F. McLenore C. C.

Vick W. P.

vs. } Exhibit "B"

Bradshaw Ins. P. et al

This 2nd Deed of trust made this 5th day of March 1896 between J. P. Bradshaw and Victoria V. Bradshaw his wife of the first part and E. J. Raiford Trustee of the second.

Witnesseth that the said J. P. Bradshaw and Victoria V. Bradshaw his wife parties of the first part do grant unto the said E. J. Raiford Trustee and party of the second ^{part} the following real Estate to wit: All that certain tract, piece or parcel of land situated lying and being in the County of Southampton State of Virginia and bounded and described as follows adjoining the lands of Edwin Bradshaw and others known as the Robert Vick tract and containing two hundred and fifty eight (258) acres more or less and being the same tract conveyed on the 11th day of Feb 1892 by W. P. Vick to the said J. P. Bradshaw in trust to secure the payment of one bond bearing even date of this deed for three hundred dollars (\$300.00) with interest from date executed by the said J. P. Bradshaw to

Junius W Bradshaw and payable
on demand and it is hereby ex-
pressly covenanted and agreed that in
the event of a sale the trustee shall
be allowed the usual Commission of
five per centum on gross sales.

Witness the following signatures and
seals this 5 day of March 1896.

Jun: W Bradshaw {Seal}
Victoria: V. Bradshaw {Seal}

Virginia

Southampton County to wit:
I G. W. Raiford a Justice of the peace
in and for the County and State
aforesaid do hereby certify that John
W Bradshaw, and Victoria V. his
wife whose names are signed to the
writing above bearing date on the 5-
day of March 1896. Have this day
acknowledged the same before me in
my County and State aforesaid.
Given under my hand this 5-day
of March 1896.

G. W. Raiford J. P.

Virginia

In the Clerk's Office of Southampton
County Court March 9th 1896.

The foregoing deed was this day
received and with the certificate
annexed admitted to record.

Teste:

B. F. McLenore C.C.

Attest.

B. F. McLenore C.C.

Vicks W. P.

vs. } Statement of Rules.

Bradshaw Inc. A. et als.

W. P. Vick

Plaintiff

vs.

Jno. A. Bradshaw and Victoria V. Bradshaw
his wife, Junius W. Bradshaw and } Defendants.
E. J. Raiford, Trustee.

1898. 21st. December. Injunction awarded, Bill
lodged in Office, and process issued
To 1st. January Rules 1899 with Injunct-
ion order. Thereon and bond given.

1899. 1st. January Rules. Process returned executed,
Bill and exhibits filed.

Decease Nisi vs. the Defendants

1899. 2nd. January Rules Bill Taken for confessed
and cause set for hearing.

Vick W. P.

V.S. } Statement of Costs

Bradshaw Inc. & others.

Vick W. P.

vs. } Statement of Costs

Bradshaws No. 7 et al.

Sum. with injunction indorsed 50, 4 copies $\$1.00 = \$1.50$
Receipt 18, atty. 10, Book, 18, Rules $\$1.00$ fil. bill 15 = 1.51
Dr. Ex. 15, Copy Ex. 85, Injunction bond 75 = 1.75
Noting return 35, Law cost copy 40 = 75
\$5.51

Future costs, Deane to remove from docket .36

Filing away papers .25

Paid L. R. Gay to LWC \$6.12

Shff. 2.00

Law re. 16.50

Feb. 22nd. 1899.

\$24.62

Attn: L. R. Gay L.C.

Wick W. P.
vs.
Bradshaw J. P. & als

to { *Injunction* BOND.

Commonwealth.

1898. 22nd. Dec. Filed
L. A. Gay b.b.

Know all Men by these Presents, That we W. P. Vick
and E. P. Hart

are held and firmly bound unto the Commonwealth of Virginia in the sum of (300.00)
Three Hundred and no/100 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 hands of this State. Sealed with our seals and dated this 22nd
day of December one thousand eight hundred and ninety eight.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That ~~whereas~~ if the above bound
W. P. Vick, who has sued out before Robert R. Pringles
Judge of the Circuit Court of Southampton County-
in vacation, an injunction restraining and enjoining
E. J. Raiford, Trustee, & James W. Bradshaw from making
sale of the tract of land containing 258 acres more or
less belonging to Geo. P. Bradshaw, and bounded by the
lands of Edwin Bradshaw & others, it being known as the
Robert Vick tract & is the same upon which said John P.
Bradshaw now resides - until the further order of this Court.
I shall pay all such costs as may be awarded against him,
and all such damages as may be incurred, in case this
Injunction shall be dissolved.

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

W. P. Vick,
E. P. Hart



of the Circuit

In the the Clerk's office Court of the County of Southampton, the 22nd day of
December 1898.

This bond was executed and acknowledged in open court, by the obligors, and ordered to be
recorded. This day E. P. Hart, surety on the above bond, made oath before
me L. A. Gay, Clerk of the Circuit Court of the County of Southampton, County,
the suret therein having first justified on oath that his estate, after the payment of all his
just debts, and those for which he is bound as security for others and expect to have to pay
is worth the sum of Three Hundred and no/100 dollars,
over and above all exemptions allowed by law.

Teste:

L. A. Gay

Clerk.

Vick W.R.
v. 3 Deeres
Bradshaw Jan 7

1899. Apr. 5th -
Center,

Robert T. Haulis

Vick W.P.

vs.

Wm

Bradshaw Jno. J. et al.

This day this cause came on again to be heard upon the papers for me & read, and it appearing to the Court from the statements of plaintiffs Counsel that the questions involved in this cause have been settled & determined, doth adjudge order & decree that the same be removed from the docket.