

1899-36

Southampton County Chancery - Williams, Goodman vs Drake, Mary J. et al

Sues for injunction to enjoin &
restrain J. B. Prince (Trustee) and
all others from selling & proceeding to
sell land belonging to the orator, and
who shall have land after life estate
of Martha Williams, deceased -

Drake, Junius W.
Lankford, Andrew
" , Indiana

Beale, Mills
" , Ella

Drake, George

Prince, J. B. (Trustee)

Williams

against

{ Bill & Ex.

Drake et al.

To Rules, 189

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

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

Humbly complaining sheweth unto your Honor your orator,
Goodman Williams, of the County of Southampton, Virginia, that
Thomas H. Drake, in his lifetime, together with his wife, Mary J.
Drake, to wit, on the 21st day of February 1881, conveyed to J. B.
Prince, trustee, all that certain tract or parcel of land, situate
in the County of Southampton, Virginia, containing 169 1/2 acres
more or less, it being the land upon which the said Thomas H.
Drake and his son, Junius W. Drake, then resided, bounded by the
lands of Jane Council, William Wester, Elijah Joyner, deceased,
and others, in trust to secure the payment of a certain bond
due C. C. Whitfield by said Thomas H. Drake, bearing even date with
said deed, for the sum of \$140.00 and payable on demand. All of
which will more fully appear by a copy of said deed of trust
herewith filed as exhibit "A" and prayed to be taken as a part
of this bill.

That some time afterwards, to wit, on the 15th day of March
1886 the said Thomas H. Drake and Mary J. Drake his wife, by a
deed of gift, conveyed, in consideration of natural love and af-
fection and without other consideration, to ~~Ellen~~ Ellen Drake,
the wife of Junius W. Drake, for life or so long as she should
remain widow of said Junius W. Drake, with remainder to the chil-
dren of said Junius W. Drake, a part and parcel of the land con-
veyed in the said deed of trust above mentioned, which part of
parcel contains fifty acres, more or less, and is bounded as fol-
lows:—commencing at Black Jack on Bowers Road, in Matthew Wil-
liams' line, running northeasterly along said Bowers Road to a
pine at Cobb's Pond Branch, thence along the line of T. W. Scott

COMMISSIONER OF THE LAND OFFICE

IN ANSWER:

TO HONORABLE HONORABLE MEMBERS OF THE COUNCIL OF

and Louisa Council to a black gum in Newit Cobb's line, a corner for said Council, thence up the branch along Cobb's line to a black gum in Elijah Joyner's tract, thence southwardly ~~to~~ along the line of Elijah Joyner and Joshua Joyner's tracts.

That after executing the deed as aforesaid, to wit, on the day of 1886, the said Thomas H. Drake departed this life, leaving a widow, Mary J. Drake, and the following heirs at law:—Junius W. Drake, Martha A. Williams, who was Drake, the wife of your orator, Indiana Larkford, who was Drake, the wife of Andrew Larkford, Ella Beale, who was Drake, the wife of Mills Beale, and George Drake; and leaving a will, which was duly admitted to probate in the County Court of the County of Southampton, at the July term 1886 thereof, by which said will, the said Thomas H. ~~Drake~~ Drake devised to his daughter, Martha A. Williams, the wife of ~~your~~ your orator, for life, with remainder to "her legal heirs if any, ~~if there~~ ^{if there} be no legal heirs, then the same to revert back to my ~~his~~ (his) estate", another parcel and part of the tract of land conveyed to J. B. Prince, trustee, in the deed of trust above mentioned, described in said will as follows:—"beginning at a cedar on the Jerusalem and Blackwater Road, thence southwardly along an old ditch to Archer Bly's line, thence northwardly along line of said Archer Bly and Lavinia Bly to a sweet gum in or near ~~the~~ the horsebone branch, a corner between William Bly and Lavinia Bly, thence up said branch to a pine on the Jerusalem and Blackwater Road, thence down said Road to the beginning". That by a subsequent clause of the said will he devised all the residue of his real estate to his three youngest children, Indiana Larkford, Ella Beale, and George Drake, as will more fully appear from a copy of said last will and testament herewith filed as exhibit

it "B" and prayed to be read and taken as a part of this bill.

That on the 17th day of 4th August 1888, Ella Beale, who was Drake, and Mills Beale, her husband, conveyed to Andrew Lankford, all their right, title and interest in and to the lands of Thomas H. Drake, deceased, both vested and contingent, and that on the 4th day of February 1896 the said Andrew Lankford, Indiana Lankford, Ella Beale, Mills Beale, and George Drake, conveyed by deed of bargain and sale, to your orator and Martha A. Williams, his wife, all their right, title and interest in and to that certain part of the land of which Thomas H. Drake died seized and possessed and which was devised to said Martha A. Williams for life by said Thomas H. Drake in his said last will and testament all of which will more fully appear from the original deed here with filed as exhibit "C" and prayed to be read and taken as a part of this bill.

That afterwards, to wit, on the 21st day of July 1899, the said Martha A. Williams departed this life, intestate and without ~~issue~~ issue then living, and leaving as her heirs at law her brothers and sisters, Junius W. Drake, Indiana Lankford, Ella Beale and George Drake. That the said Martha A. Williams and your orator had born to them during coverture several living children, all of whom departed this life intestate and without issue previous to the death of said Martha A. Williams.

That your orator is therefore a co-tenant with the heirs at law of the said Martha A. Williams, deceased, and he is advised that he is entitled to curtesy in the share of his deceased wife, Martha A. Williams, in the said land.

Your orator is informed that the bond secured by the deed of trust above mentioned has been transferred to Mary J. Drake.

...and interest in and to the lands of Thomas
Drake, and with respect to the property conveyed to Virginia Park, Inc.
...on the 1st day of July 1888, by the said Drake, and as
if the same were to be sold and taken as a whole of the said property.

widow of said Thomas H. Drake, deceased. That dower has never been assigned the said widow out of the real estate of her deceased husband.

Your orator states that J.B. Prince, trustee, notwithstanding the fact that there remains enough of the original tract which has not been aliened, to satisfy the debt secured in the said deed of trust, has singled out that part of the original tract which has been sold to your orator, and intends to sell the same to satisfy the said debt, leaving the unaliened part of the ~~land~~ encumbered lands untouched, and that he has already advertised the parcel belonging to your orator, to be sold at Courtland, Va. on Monday September 18th 1899 as will appear from a copy of advertisement herewith filed as exhibit "D" and prayed to be taken as a part of this bill.

Your orator charges and avers that there remains of the original tract enough of the same which has never been aliened to satisfy the lien upon the whole tract, and that he is advised that it should be subjected before that which has been sold, and that the portion which has been sold to your orator, should not be subjected till it shall appear that the portion unaliened will not suffice to satisfy the ~~land~~ lien.

Your orator here says it would be inequitable and unjust that the entire debt ^{or any part thereof} should be paid out of his portion of the said land until the unaliened part should have been fully exhausted. But that if this Honorable Court shall be of opinion that his land is liable for any portion of the said debt, that he is willing ~~to~~ and hereby offers to pay same without having his land sold to pay same.

In tender consideration whereof and inasmuch as your orator is without remedy in the premises save in a Court of

the fact that these parties are one of the parties to the bill which
your orator prays that J.B. Prince, trustee, be made
party defendant to this bill and be required to answer the
same though answer under oath is hereby waived; that an injunction
be awarded your orator enjoining and restraining said J.B.
Prince, trustee and all others from selling or further proceeding
to sell the said tract of land belonging to your orator;
that the will of the said Thomas H. Drake may be construed, particularly
in respect to who shall take the remainder after the
life estate to Martha A. Williams, deceased. That all proper orders
and decrees be entered and all proper enquiries and accounts
be directed and taken; that all such further, general and special
relief may be granted your orator as the nature of his case may
require or to equity shall seem meet.

Equity where all such matters are alone and properly cognizable
to the end that justice may be done, your orator prays that Mary
J. Drake, Junius W. Drake, Andrew Lankford, Indiana Lankford, Mills
Beale, Ella Beale, George Drake, and J.B. Prince, trustee, be made
parties defendants to this bill and be required to answer the
same though answer under oath is hereby waived; that an injunction
be awarded your orator enjoining and restraining said J.B.
Prince, trustee and all others from selling or further proceeding
to sell the said tract of land belonging to your orator;
that the will of the said Thomas H. Drake may be construed, particularly
in respect to who shall take the remainder after the
life estate to Martha A. Williams, deceased. That all proper orders
and decrees be entered and all proper enquiries and accounts
be directed and taken; that all such further, general and special
relief may be granted your orator as the nature of his case may
require or to equity shall seem meet.

And your orator will ever pray &c. May it please the Court:
Let annons go.

Goodman X Williams
Mark

John N. Sebrell Jr. D.C.

Virginia, Southampton County, to wit:

I, John N. Sebrell Jr., a notary public for the county aforesaid in the State of Virginia, do hereby certify that Goodman Williams whose name is signed to the foregoing bill in chancery

this day personally appeared before me in my said county and State and made oath that the statements therein contained so far as made from his own knowledge are true, and so far as made from information derived from others he believes to be true. Given under my hand this 13th day of September 1899

John N. Sebrell Jr.
Notary Public.

This Deed made this 4th day of February
 1896 between Junius W. Drake & wife
 Andrew Lankford & wife Miers Beale
 & wife + George J. Drake of the County of
 Southampton State of Virginia of the first
 part grantors, and ^{William} ~~Godman~~ & wife ~~them~~
 of said County and state, of second part
 grantees, witnesseth that in consideration of
 Five dollars in hand paid. They the said
 names above doth hereby grant convey to
 the said Godman Williams & wife that
 certain piece or lot of Land lying & sit-
 uated in the County & state aforesaid, described
 and bounded as follows - known as the Bal-
 dy Drake tract, on the west by Thomas H -
 Drake, on the East by the Crop roads - on north
 by Jesse Blythe, on the south by the crop
 roads, And containing about forty acres
 more or less together with all appurtenances &
 improvements thereunto belonging to it, unto
 the said Godman Williams & wife and
 their heirs forever, witness the following
 signatures and seals -

Witness
 J. M. H. Beale

x		(Seal)
x	his	(Seal)
x	Andrew Lankford	(Seal)
x	Indianapolis Lankford	(Seal)
x	Miers Beale	(Seal)
x	Ella J. Beale	(Seal)
	George J. Drake	(Seal)

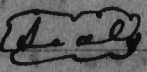
State of Virginia
Southampton County Court:

I A. A. Holland a Justice of the peace
in and for said County and state do hereby certify
that James W. Drake & wife Andrew Landford &
wife Mill Beale & wife & George Drake
whose name is signed to the writing above
bearing date Feb 4th 1896. has personally ap-
peared before me in said County and state
& made acknowledgements, Given under my
hand this, 4 day of Feb 1896
A. A. Holland. J. P.

Landford & co,
to A. B. A. S.
William & co

This Deed of Trust made this 21st day of Feb'y, 1881, between Thomas H. Drake and Mary Jane, his wife of the one part and J. B. Prince Trustee of the second part, Witnesseth: That in consideration of the sum of five dollars in hand paid, the said parties of the first part do grant and convey with general warranty unto the said Trustee, the following real estate to wit: a certain parcel of land situated in Southampton County, containing 189 $\frac{1}{2}$ acres be the same more or less, it being the land upon which the said Drake and his son James W. Drake now live, and bounded by the land of Mrs James Council, William Hester, Elijah Joyner dead, & others. In trust to secure a bond due to E. B. Whilfield by Thos. H. Drake, of even date with this deed, on demand and for the sum of one hundred and forty dollars. It is agreed that no sale shall take place by virtue hereof for one year from this date, And in the event of a sale, it shall be upon such terms as the said Whilfield may desire, and in such event, the trustee shall be entitled to the usual Commissions of five per cent

on gross sales. Witness the following
signatures and seals.

Thos. H. ^{his} Drake 
Mary Jane ^{her} Drake 

Sauvthampton County, Va. wit:

I, James R. Tyler, a Commissioner
in Chancery for the County & Circuit Court
of Sauvthampton County, in the State of Virginia
do certify that Thomas H. Drake whose name
is signed to the writing above dated Feb. 21. 1881
has acknowledged the same before me in
my County aforesaid and I do further certify
that Mary Jane Drake, the wife of Thos. H.
Drake whose names are also signed to
the aforesaid writing, dated Feb. 21. 1881
personally appeared before me in my
County aforesaid, and being examined by me
privately and apart from her said husband and
having the writing aforesaid fully explain-
ed to her, she the said Mary Jane Drake,
acknowledged that she had willingly
executed the same and does not wish
to retract it. Given under my hand Feb. 21. 1881

James R. Tyler
Commissioner in Chancery

Dorchester County, In the Clerk's Office
March 31st. 1881. This Deed of Trust from
Too H. Drake & wife to J. B. Prince (Trustee)
for the benefit of L. L. Whitfield was this
day received and with the certificate thereto
annexed admitted to record.

Testo: L. R. Edwards L. L.

A copy.

Testo: L. A. Gay D. C.

H. Drake, of some date with this deed.
on demand and for the sum of one
hundred and forty dollars.

It is agreed that no sale shall take
place by virtue hereof for one year
from this date. And in the event of a
sale it shall be upon such terms as the
said Whitfield may desire, and in such
event, the trustee shall be entitled to the
usual Commissions of five per cent

Williams

VJ. } Statement of Rents

Drake et al.

Goodman Williams Plaintiff
vs.

Mary J. Drake, Junius-
W. Drake, Andrew Lankford,
Indianna Lankford, }
Miss Beale, Ella Beale, } Defendants
George Drake and J.D.
Prince, Trustee.

1899. 13th. September. Injunction awarded.

1899. 16th. Sept. Bill lodged in Office,
Process issued to 2nd. Sept. Rules 1899.
with injunction order, return and
bond given.

1899. 2nd. Sept. Rules Process executed.

Bill and exhibits filed.

Deceit nisi vs. Defendants.

1899. 3rd. Sept. Rules. Bill taken for confessed
and Cause set for hearing

William
or 3 Ausener
Drake & others

The Answer of George Drake, Mary J. Drake,
Jimmie H. Drake, Andrew Laubford & Indiana
Laubford, ~~as~~ to a bill of complaint
exhibited in the Circuit Court of Annapolis
against themselves, & J.B. Prince's Trustee
by Gordonian Williams -

These respondents for answer to said bill
or to so much thereof as they are advised
it is material to answer - say, that
the main statements of the bill are true,
down to the statement viz: "that on the 14th day
of Feb'y 1896 the said Andrew Laubford,
Indiana Laubford Ella Beale, Miles Beale
and Geo Drake conveyed by deed of bargain
& sale to your orator & Martha A. Williams
his wife, all their right title and interest in
and to that certain part of the land of which
Thomas H. Drake died seized possessed and
which was devised to said Martha A. Williams
for life by said Thomas H. Drake in his last
will and testament &c". This statement is
true, but with ^{the} additional statement, viz:
that this deed was signed by the above named
parties on the express condition that all the
heirs of Thos H. Drake dead & living sign the
same before it was to be of any value; it
was really a deed of gift. No money being
paid, and has never been signed by
Jimmie H. Drake, one of the heirs of Thos H.
Drake, and it has never been recorded,
on this account. If Jimmie H. Drake's
signature was necessary to make this deed

a valid one, and your respondents so thought at the time they signed it, then the said deed is of no effect until it is obtained.

Your respondents deny, that Goodman Williams is entitled to any interest in said land until the signature of J. W. Drake is obtained to said deed of 4th July 1896.

Respondents submit that should your Honor be of opinion that said deed is a valid one, then Goodman Williams has title to only one half of the same in fee and a courtesy interest in his wife's share - but that the whole interest is liable for its share of the debts of Thomas H. Drake decd.

Respondents state that dower has never been assigned to Mrs May J. Drake widow of Thos H. Drake decd, because she took no interest in any land under her husband's will - and she has not renounced the same - and the time for so doing has long since expired -

Respondents further state that J. B. Bruce, Trustee, did not single the parcel of land devised to Mrs Williams out to be sold, but the same was singled out by ^{the} his children ^{of Thos H. Drake decd}, and the said Trustee was requested to advertise it for sale, because they thought it could be sold with less inconvenience to all parties concerned than any other - and having assumed they may hence to be dismissed &c.

Prize McNamee
f.c.

Williams
vs Injunction Bond
Drake et als.

to }

BOND.

Commonwealth.

1899. 18th September filed

L. A. Gay b. l.

Know all Men by these Presents, That we Goodman Williams,
and A. A. Holland and John N. Sebrice Jr.

are held and firmly bound unto the Commonwealth of Virginia in the sum of 300.00
Three Hundred 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 18
day of September one thousand eight hundred and ninety nine.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas if the above
bond Goodman Williams, A. A. Holland and John N. Sebrice Jr.
who have sued out before Judge R. R. Prince, Judge
of the Circuit Court of Southampton County, in
vacation, an injunction, restraining and enjoining
J. B. Prince Master and all others from selling or further
proceeding to sell that certain tract of land in Southampton
County, V^t described as follows: Beginning at the
a cedar on Jerusalem Road, thence down said road
to Archer Bly's line, thence northwesterly to a water run in Horsebone
Branch thence to a pine on Jerusalem Road, thence down said
Road to beginning, containing 40 acres, more or less and known as
the Bledy Drake Farm, being same land conveyed to Goodman Williams
+ Martha Williams by Andrew Sanford & others, until the further order
of this court, shall pay all such cost as may be awarded, and
all such damages as shall be incurred in case this injunction is
discovered
then this obligation to be void, or otherwise to remain in full force and virtue.

Witness
as to Goodman Williams.

L. A. Gay

of the Circuit

In the Clerks office Court of the County of Southampton, the 18th day of
September 1899.

This bond was executed and acknowledged in open court, by the obligors, and ordered to be
recorded. A. A. Holland and John N. Sebrice Jr.

the sureties therein having first justified on oath that their estate, after the payment of all their
just debts, and those for which they are bound as security for others and expect to have to pay
a worth the sum of Three Hundred dollars,
over and above all exemptions allowed by law.

Teste:

L. A. Gay

Clerk.

Thos. H. Drake's

Will

By "B."

I Thomas H. Drake of the County of
Samarthampton, State of Virginia, believing
myself to be in free possession of all my
mental faculties do now proceed to
make the following my last Will and
testament. To my son James W. Drake
I have already given all the property
that I intend for him both personal and
real except as is hereafter mentioned.

To my daughter Martha R. Williams, wife
of Goodman Williams I leave during
her life a part of my Baldy Drake farm
situated and bounded as follows, beginning
at a cedar on the Jerusalem & Black Water
road. Thence Southwardly along an
old ditch to Archer Blys line. Thence
Westwardly along the line of said
Archer Bly and Lwinia Bly to a sweet
gum in or near the Horsebone branch, a
corner between William Bly and Lwinia
Bly - Thence up the said Branch to a
pine on the Jerusalem and Black Water
road. Thence down said road to the
beginning.

At the death of said Martha R. Williams,
I give the said tract of land bounded as
above to her legal heirs if any, if there

be no legal heir. Then the same is to revert
back to my estate. The remainder of my
estate, both real and personal I leave to my
wife with all the rents or income to be
derived therefrom until my youngest
child shall arrive at the age of twenty
one. Then I leave to my son George
and to my daughter Ella each, one cow
and one bed. The remainder of my person-
al property I wish to be then divided equally
between my five children, Jennies H. Drake,
Martha N. Williams, Indiana Lankford,
Ella Drake and George Drake, and the
remainder of my real estate I wish to
be equally divided between my three
youngest children viz: Indiana Lank-
ford, Ella Drake and Geo. Drake - and
I hereby appoint my son Jennies W.
Drake my sole executor of this my
last Will and Testament. In Witness
Whereof I have this day affixed my
hand and seal in presence of
Witness

Thomas H. ^{his} Drake
mark

O. Moore

Francis J. Jones

July 15. 1886

In Lanchampton County Court
November Term 1886

A writing purporting to be the last
Will and Testament of Thos. H. Drake
decd. was produced in Court and
proved by the oaths of O. Moore and
Frank Joyner the subscribing witnesses
thereunto and ordered to be recorded as the
true last Will and Testament of the
said Thos. H. Drake decd.

Teste: J. B. Prince J. J.

Attesty.

Teste: L. B. Gay D.C.

Court of Southern District of New York

In F. R. C. No. 100 of the District

be incurred in case this injunction shall be dissolved.

cost as shall be awarded against him and of such damages as may

the benefit of \$2000 conditioned for the payment of all such

of this order he or some one for him shall enter into bond to

and before the said Gooden Williams shall have the benefit

and Martin A. Williams, by Andrew Parkford and others.

and". It being the same and conveyed to Gooden Williams as

herein, copies of the same and known as the "Belted Snake

to a fine on the 10th day of September 1899 and road to

thence northwards to a street in the city of New York, the

on the 10th day of September 1899, the said "Belted Snake

in the Southern District of New York, the said "Belted Snake

and of further proceedings in the case of the said "Belted Snake

and restraining the said "Belted Snake, and all others from

on motion of Gooden Williams and others, the said injunction is awarded, et

and the said "Belted Snake, the said "Belted Snake, the said "Belted Snake.

and the said "Belted Snake, the said "Belted Snake, the said "Belted Snake.

as.

Gooden Williams

on the 9th of September 1899.

In Assession: In the Circuit Court of the County of Southern District

Williams
vs. 3 Injunction
order

Date of the

13 day
of September 1899
Relief granted

In vacation: In the Circuit Court of the County of Southampton
on the 13th day of September 1899.

~~*****~~ Goodman Williams

vs.

Mary J. Drake, Junius W. Drake, Andrew Lankford, Indiana Lankford,
Mills Beale, Ella Beale, George Drake and J.B. Prince, trustee.

On motion of Goodman Williams an injunction is awarded, en-
joining and restraining J.B. Prince, trustee, and all others from
selling or further proceeding to sell that certain tract of land
in Southampton County described as follows: beginning at a cedar
on the Jerusalem Road, thence southwardly to Archer Blythes' line
thence northwardly to a sweet gum in or near "Horsebone Branch"
thence to a pine on Jerusalem Road thence down said road to
beginning, containing forty acres and known as the "Baldy Drake
Farm". It being the same land conveyed to Goodman Williams ~~and~~
and Martha A. Williams, by Andrew Lankford and others.

But before the said Goodman Williams shall have the benefit
of this order he or some one for him shall enter into bond in
the penalty of \$300.- conditioned for the payment of all such
cost as shall be awarded against him, and all such damages as may
be incurred in case this injunction shall be dissolved.

To L. A. Gay, clerk of the Circuit)
Court of Southampton County.)

Robert H. Dentis

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County--Greeting:

WE COMMAND YOU THAT YOU SUMMON Mary J. Drake Jones.
H. Drake, Andrew Langford, Indiana Langford,
Mills Beale, Edna Beale, George Drake, and
J. B. Prince, Trustees

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 28 Monday in Sept 1899 ~~next~~, to answer
a Bill in Chancery exhibited against Them in our said Court by
George W. Williams

And this thing 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 16th day of
September, 1899, in the 12th year of the Commonwealth.

Teste: L. A. Gay C. C.

In vacation: In the Circuit Court of the County of Southampton
on the 13th day of September 1899.

Goodman Williams

vs.

Many J. Drake, Junius W. Drake, Andrew Lantford,
Indiana Lantford, Miles Beale, Ella Beale, George
Drake and J. B. Prince, Trustee.

On motion of Goodman Williams an injunction is
awarded, enjoining and restraining J. B. Prince,
Trustee, and all others from selling or further proce-
ding to sell that certain tract of land in Southampton
County described as follows: beginning at a cedar
on the Jerusalem Road thence Southwardly to
Archers Blg this line thence Northwardly to a
sweet gum in or near "Horsebone Branch" thence to
a pine on Jerusalem Road thence down said
road to beginning, containing forty acres
and known as the "Baldy Drake Farm". It being
the same land conveyed to Goodman Williams and
Martha A. Williams, by Andrew Lantford and
others.

But be fore the said Goodman Williams shall
have the benefit of this order he or some one for
him shall enter into bond in the penalty of \$500.00

Conditioned for the payment of all such cost
as shall be awarded against him, and all
such damages as may be incurred in case
this injunction shall be dissolved,

To L. A. Gay, Clerk } Robert R. Prentiss
of the Circuit Court }
of Southampton County } Test: L. A. Gay C. C.

At copy. Test: L. A. Gay C. C.

I hereby certify that bond as required in
above order, has been given with security
approved by me.

Given under my hand this 16th day of Sept. 1899

L. A. Gay C. C.

Williams

vs. { Spa. In chg.

Drake et als.

1899. 2nd Sept. Rules

Leis. bk.

I acknowledge legal service
of this summons -
I, Bruce Hunter
and attorney for

Jas. A. Deane Jr. p. 9.

Williams

vs. } Statement of costs

Drake et al.

Williams

vs

1899 Drace et als.

Sept 16 Sum. with injunction order, Tuxson 50.8 exp. 2⁰⁰ = 2.50
Docket 18. atty 10. Docket 18. Rules 1⁰⁰ = 1.46
fil. bill 15. D. ex 15.50 answer 15 = 1.45
Copy ex 1.35, injunction bond 75 = 2.10
injunction order 36. Tax costs 40 = 76
7 more costs \$1.00 1.00
Paid Oct. 28th 99 L. A. Gay to L. A. C 8.27
Paid J. Williams Shff. 50
Law re. 16.50
\$25.27

Total L. A. Gay to L. A.

William

to 3 Dec 1899

Drake et al.

Cent. it is Oct. 3

Wm. H. Drake

Wm. H. Drake

Wm. H. Drake

Wm. H. Drake

Williams,

Vs.

Drake et als.

This day this cause came on to be heard on the bill of complainants and exhibits therewith filed, the answer of the defendants this day filed by leave of Court, with general replication thereto, and was argued by counsel.

On consideration whereof and it appearing that the matters involved in this controversy have been satisfactorily settled by way of compromise, the Court doth adjudge, order and decree that the injunction heretofore awarded in this cause be dissolved, and that this cause be removed from the docket, with leave to any interested party to reinstate same on motion.