

1901-19

Southampton County - Chancery Oritlaw, C. F. ^{vs} Selk, M. D.

"Injunction"

Restrain from selling
property

Oritlaw, R. A

Oritlaw, J. A

Oritlaw, R. B

Oritlaw, Kate W.

Oritlaw, Barclay

Oritlaw, Sue

Putlow, C. F. and others
vs. } Bill in Equity.
Deek, M. P.

1900. 2nd July Rules filed
L. A. May L. L.

1 copy \$1.50
ch. 15 as foundant

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

Your complainants, O. F. Pretlow, R. A. Pretlow, J. A. Pretlow, R. B. Pretlow, Kate W. Pretlow, Barclay Pretlow and Sue E. Pretlow, the last three infants by R. A. Pretlow their next friend, the heirs at law of Wm. H. Pretlow, deceased, humbly complaining sheweth unto the Court the following case :

On and before the 26th day of October 1899 Wm. H. Pretlow, who resided at Ivor, Virginia, was seised and possessed in fee-simple of a certain lot or parcel of land lying situate and being in Ivor, Southampton County, Virginia ; on the said 26th day of October 1899 he made, executed, and acknowledged what purports to be a conveyance of the said lot or parcel of land to M. P. Delk, which said alleged conveyance was, on the 6th day of November 1899, duly admitted to record in the Clerk's office of the County Court of Southampton County, Virginia, all of which is more fully shown by a copy of said alleged conveyance herewith filed, marked "Exhibit A" and prayed to be read as a part of this bill ; your complainants allege that no consideration was ever paid for the said land or conveyance by the said M. P. Delk or by anyone for her, but on the contrary they allege that the said M. P. Delk pretended to pay the amount of consideration named in the said alleged deed, namely \$500., by giving the said Wm. H. Pretlow her bonds, unsecured, four in number, aggregating the said \$500. and payable on demand, but with a proviso added to each bond that it was given merely as a security to the said Wm. H. Pretlow for his board with her under their influence and control, so much so as to cause him to be the said M. P. Delk and that if the said Wm. H. Pretlow should die before the bond became due that the same should become null and void as to the heirs or creditors of the said Wm. H. Pretlow, all of which is more fully shown by copies of the said bonds herewith filed, marked "Exhibit B" and prayed to be read as a part of this bill. Your complainants allege and charge that the said M. P. Delk was under obligation to the said

(2)

Wm.H.Pretlow only to board him so long as said bonds would pay his board and no longer, but that if the said Wm.H.Pretlow should die before he had boarded out the said bonds or any of them, then the said bonds would be null and void and in that event the said M.P.Delk would pay nothing for the said bonds. Your complainants show to the court that in May 1900 the said Wm.H.Pretlow did die before he had been with the said M.P.Delk long enough to board out even one of the said bonds, and the said M.P.Delk has since his death demanded the said bonds back from your complainants, the heirs of said Wm.H.Pretlow, claiming that they were annulled and cancelled by the death of said Wm.H.Pretlow. Your complainants allege that at the time that the said Wm.H.Pretlow is alleged to have made the said conveyance and long before that time and after that time until his death, the said Wm.H.Pretlow's mind, by reason of ill ~~body~~ health and other reasons, was very much impaired and diseased, so much so that he was incompetent ~~to~~ and incapable of making a deed or conveyance to anyone for land or any other property or of making any contract whatever concerning his said property or connected with business in any way. He was utterly imbecile in mind, did not know what he was doing when he executed the said alleged conveyance, and was utterly incapable of making any contract; your complainants further allege that the said Wm.H.Pretlow, being in the weak mental condition that he was and boarding in the house with the said M.P.Delk and her husband and children, was very much under their influence and control, so much so as to cause him to be entirely subservient to their will and wishes without regard to his own interests or what might otherwise have been his wish concerning his heirs or creditors; that being possessed of this influence over the said Wm.H.Pretlow the said M.P.Delk and her husband and children used ~~it~~ it, unduly and improperly, to cause the said Wm.H.Pretlow to attempt to

CONVEYANCE BEING IN CONNECTION WITH THE SAID BOND
MAKE THE ALLEGED CONVEYANCE AND TO MAKE THE EXTENDED UNLAWFUL AND UN-

(2)

(4)

alleged conveyance be annulled, cancelled and set aside and the property attempted to be conveyed therein be decreed to be the property of your complainants as the heirs at law of the said Wm.H.Pretlow, deceased That the said M.P.Delk may be restrained from selling or disposing of the said property in any manner until this suit shall be disposed of ; and that such other further and general relief may be granted unto your complainants as the nature of their cause may require or to equity may seem meet and proper ; and your complainants will ever pray, etc.

Parker and Story P.1.

State of Virginia,)

County of Southampton,)

I, *Frank Story*, a notary public in and for the county aforesaid in the state of Virginia, hereby certify that R.A.Pretlow and J.A.Pretlow, of complainants in the above bill, personally appeared before me, in my county aforesaid, and made oath that the allegations contained in the foregoing bill which they make of their own knowledge are true and that all other matter therein stated they believe to be true.

Given under my hand this *14th* day of *Aug*, 1900.

.....*Frank Story*.....

Notary Public.

D.H. Larn

Witness

1893.

due the said bond is to be null and void as to my heirs or assigns or transferee and should I die before the above bond falls due and lodging with the said M.B. Deik and is not assigned as I, W.H. Preflow, have taken the above bond as a security for

W.H. Preflow (Seal)

Witness: D.H. Larn

M.B. Deik (Seal)

October 1893.

tion or contract. As witness my hand and seal this 20th day of the month of my aforesaid exemptions as to this debt, obligation and full sum of eight-hundred dollars (\$800.) and I hereby waive promises to pay or cause to be paid unto W.H. Preflow the just

On demand Dec. 21st, 1903 with interest from Jan. 1st, 1900.

\$800.

(2)

copy.

Witness: D.H. Larn

W.H. Preflow (Seal)

Witness: D.H. Larn

due the said bond is to be null and void as to my heirs and assigns or transferee and should I die before the above bond falls

due and lodging with the said M.B. Deik and is not assigned as I, W.H. Preflow, have taken the above bond as a security for my

the conditions of the above obligation is such that whereas

Witness: B.H. Larn

M.B. Deik (Seal)

and this 20th day of October 1893.

to this debt, obligation, or contract. As witness my hand and I hereby waive the benefit of my aforesaid exemptions as just and full sum of one hundred and thirty dollars (\$130.) I promise to pay or cause to be paid unto W.H. Preflow the

On demand Dec. 21st, 1903 with interest from Jan. 1st, 1900.
\$130.

(2)

copy.

Richard C. F. Adams
Exhibit B
Deek. M.P.

Copy.

(1)

\$146.

On demand Dec. 31st, 1900 with interest at 8% from Jan. 1st, 1900, I promise to pay or cause to be paid unto Wm. H. Pretlow the just and full sum of one hundred and forty-six dollars (\$146.) and I hereby waive the benefit of my homestead exemptions as to this debt, obligation, or compact.

As witness my hand and seal this 26th day of October 1899.

Witness

M. P. Delk (Seal)

B. H. Lain.

The conditions of the above obligation is such that whereas I, Wm. H. Pretlow, have taken the above bond as security for my board and lodging with the said M. P. Delk and is not assignable or transferable, and should I die before the above bond falls due the said bond is to be null and void as to my heirs or creditors.

Witness

Wm. H. Pretlow (Seal)

B. H. Lain.

Copy.

(2)

\$138.

On demand Dec. 31st, 1901 with interest from Jan. 1st, 1900, I promise to pay or cause to be paid unto Wm. H. Pretlow the just and full sum of one hundred and thirty-eight dollars (\$138.), and I hereby waive the benefit of my homestead exemptions as to this debt, obligation, or compact. As witness my hand and seal this 26th day of October 1899.

Witness

M. P. Delk (Seal)

B. H. Lain.

The conditions of the above obligation is such that whereas I, Wm. H. Pretlow, have taken the above bond as a security for my board and lodging with the said M. P. Delk and is not assignable or transferable, and should I die before the above bond falls due the said bond is to be null and void as to my heirs or creditors.

Witness, B. H. Lain.

Wm. H. Pretlow (Seal)

(7)

copy.
copy.

(3)

\$130.

On demand Dec. 31st, 1902 with interest from Jan. 1st, 1900, I promise to pay or cause to be paid unto Wm. H. Pretlow the just and full sum of one hundred and thirty dollars (\$130.) and I hereby waive the benefit of my homestead exemptions as to this debt, obligation, or contract. As witness my hand and seal this 26th day of October 1899.

Witness, B. H. Lain.

M. P. Delk (Seal)

The conditions of the above obligation is such that whereas I, Wm. H. Pretlow, have taken the above bond as a security for my board and lodging with the said M. P. Delk and is not assignable or transferable and should I die before the above bond falls due the said bond is to be null and void as to my heirs and creditors.

Witness, B. H. Lain.

Wm. H. Pretlow (Seal)

Copy.

(4)

\$86.

On demand Dec. 31st, 1903 with interest from Jan. 1st, 1900, I promise to pay or cause to be paid unto Wm. H. Pretlow the just and full sum of eighty-six dollars (\$86.), and I hereby waive the benefit of my homestead exemptions as to this debt, obligation, or contract. As witness my hand and seal this 26th day of October 1899.

Witness, B. H. Lain.

M. P. Delk (Seal)

The conditions of the above obligation is such that whereas I, Wm. H. Pretlow, have taken the above bond as a security for my board and lodging with the said M. P. Delk and is not assignable or transferable and should I die before the above bond falls due the said bond is to be null and void as to my heirs or creditors.

Witness,

Wm. H. Pretlow (Seal)

B. H. Lain.

"Exhibit A"

Wm H. Puttaw

Puttaw, it also,

as {

Deek. M. P.

To { copy of Box 1008

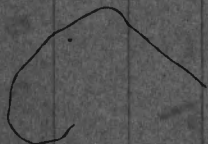
M. P. Deek

1900. 2" Gray Rules filed

Exp.

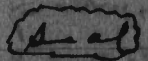
L. A. Gray 44.





This Deed made this 26th day of October,
in the year one thousand eight hundred
and ninety^{nine} between Wm H. Fretlow of the County
of Southampton and State of Virginia, party
of the first part, and M. P. Dalk of the County
and State aforesaid party of the second
part. Witnesseth: That in consideration of the
sum of five hundred dollars cash in
hand paid the receipt of which is hereby
acknowledged, the said Wm H. Fretlow doth
grant unto the said M. P. Dalk with General
Warranty, all of that part of that Tract or
Lot of land in the Village of Ivor in the
County of Southampton Virginia bounded &c
described as follows viz: bounded on the north
by the main road leading from Ivor to
Countryside on the East by the unsold portion
of the said Lot or Wm H. Fretlow on the South
by the lands of L. F. Bains Est, and the
N. & N. R. R. Company on the West by the
lands of L. F. Bains Est and the Episcopal
Church lot. Line beginning at the corner of
the Episcopal Church lot on the main road
near Sycamore tree and running along
said road in nearly a north easterly direction
a distance of one hundred and six ft.
thence in nearly a South easterly direction

to the land of the A. & N. R. R. Company thence
along said R. R. land a distance of one hundred
and six ft. to the corner on the lands of L. F. Dains
East thence in nearly a north westerly direction
back to County road the the point of beginning
Containing by estimation one acre be the
same more or less it being a part of the lot
conveyed by Wm H. Prettow to L. F. Prettow in
the year 1898 and again conveyed back to
W. H. Prettow by deed from L. F. Prettow in
1899.

He said Wm H. Prettow covenants that he has
the right to convey the said land to the grantee;
that he has done no act to encumber the said
land; that the grantee shall have quiet posses-
sion of the said land, free from all encumbrances,
and that he, the said party of the first
part, will execute such further assurances
of the said land as may be requisite.
Witness the following signature and seal
Wm H. Prettow. 

State of Virginia.

County of Southampton) No. wit:

J. A. J. Puley, a Notary Public for the
County aforesaid, in the State of Virginia,
do certify that Wm H. Prettow whose name
is signed to the writing hereto annexed,

bearing date the 26th day of October, 1899,
has acknowledged the same before me in
my County aforesaid.

Given under my hand this 26th day of
October 1899.

A. P. Puley A. P.

Virginia.

In the office of the Clerk of the County
Court for the County of Southampton the
6th day of November, 1899, this deed was
presented, and, with the Revenue stamps amounting to fifty cents hereto affixed and
Cancelled and certificate annexed, admitted
to record.

Weste: B. F. McLemore Clerk

Acopy.

Weste: L. A. Gay D.C.

Proctor et al.

vs } Stat: of cons

Dec M. P.

Patterson et al.

vs. } Stat. of Exes

1900

Deer M. P.

May 31

Sum. 25, 1 exp. 15, Receipt 18, attorney 10 = 66

Docket 18, Rules 1.50, Entering return 35 = 2.05

Fil. bill 15, D. ex. 15, D. position 15 = 45

Copy exhibits 1.20, Cop. Bill for defendants attys 1.60 = 3.80

3 Deems 1.28, Tax costs 12, 40, Fil. away papers 25 = 1.73

12/21/1901 Paid by J. L. Parker L. A. Hay balance \$8.17

pd J. L. Parker

shff. 50

Paid - J. L. Parker. Atty.

Law re. 1650

\$25.17

Total: L. A. Hay by Lg.

Frontiers chals.

vs. { Stat: of Rules.

Dec. No. 2.

E. F. Fretlow, R. A. Fretlow, J. A. Fretlow,
35 R. B. Fretlow, and Kate W Fretlow,
Barclay Fretlow 35 Sine E. Fretlow,
the last three infants by R. A. Fretlow. Their next friends
vs.

M. P. Deek

Defendant

1900. 31st May. Process issued to 1st July Rules
1900 1st July Rules. Process returned Executed

Bill not filed

1900. 2nd July Rules. Bill and exhibits filed

Deceit vs Defendant

1900 1st August Rules Bill Taken for confessed
and Cause set for hearing

Follows et al

vs. { Spa. In chg.

Decr M.P.

1900. 1st. July Rules

has. let.

Specified June 7th 1900
by delivering a copy of this
'Spa in Chg.' to M.P. Dalk

J.W. Williams
Chf.

June 7th

(1)

J. L. Parker p. 9.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County--Greeting:

We command you to summon M. P. Dalk

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the First Monday in July 1900 next, to answer a bill in Chancery exhibited against her in our said Court by L. F. Prettlow, R. A. Prettlow, J. A. Prettlow, and R. A. Prettlow, and Kate W. Prettlow, Barclay Prettlow and Sam E. Prettlow, the last three infants by R. A. Prettlow their next friends

And this she 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 31st day of May 1900, 18, in the 12th year of the Commonwealth.

Teste: L. A. Gay C. C.

A Copy—Teste: C. C.

Chemical and physical analysis of the 13th April 1901

Proctor and Others,

Examiners.

M. B. Doherty.

Defendant.

At the Court of Sessions, London, on the 13th April 1901, the following case came on for trial:—
The Defendant, M. B. Doherty, was charged with the offence of being concerned in the commission of a conspiracy to defraud.

Proctor v. Doherty
No. 13,000
M. B. Doherty
Page 375-376
The Defendant was charged with the offence of being concerned in the commission of a conspiracy to defraud.
The case was heard by the Court of Sessions, London, on the 13th April 1901.
The Defendant was found guilty of the offence.
The Court sentenced the Defendant to imprisonment for two years.
The Court also ordered the Defendant to pay costs.
The Court also ordered the Defendant to pay a fine of £100.
The Court also ordered the Defendant to pay a fine of £50.
The Court also ordered the Defendant to pay a fine of £25.
The Court also ordered the Defendant to pay a fine of £12 6d.
The Court also ordered the Defendant to pay a fine of £6 3d.
The Court also ordered the Defendant to pay a fine of £3 1s 6d.
The Court also ordered the Defendant to pay a fine of £1 12s 6d.
The Court also ordered the Defendant to pay a fine of £0 10s 6d.
The Court also ordered the Defendant to pay a fine of £0 8s 6d.
The Court also ordered the Defendant to pay a fine of £0 6s 6d.
The Court also ordered the Defendant to pay a fine of £0 4s 6d.
The Court also ordered the Defendant to pay a fine of £0 2s 6d.
The Court also ordered the Defendant to pay a fine of £0 1s 6d.
The Court also ordered the Defendant to pay a fine of £0 0s 6d.
The Court also ordered the Defendant to pay a fine of £0 0s 3d.
The Court also ordered the Defendant to pay a fine of £0 0s 1d.
The Court also ordered the Defendant to pay a fine of £0 0s 0d.

Proctor v. Doherty

Circuit Court of Southampton County in vacation
on the 13th day of July 1901.

Pretlow and Others,

Plaintiffs.

vs.

M. P. Delk.

Defendant.

by consent of parties by counsel
This day this cause came on to be heard in vacation upon the papers form-
erly read and argued by counsel. *It being suggested to* Upon consideration ~~whereof~~ the court

by counsel being of opinion that the conveyance from William H. Pretlow to M. P. Delk
mentioned in the bill *in this cause* is valid and free from objections,
by consent of the parties by counsel the court doth adjudge, order and decree that the bill in this cause be
dismissed and that the Defendant recover from the Plaintiffs her cost in
this behalf expended

Robert H. Smith

To the Clerk of the
Circuit Court of
Southampton County.

Pielland et al.

vs.

Deek May, et al.

Dee Cree

To be entered
April 4th 1901

Robert R. Harris

Dee Creek to this
Dee Cree.

9

8365

J. D. Parker p. 7.

I have been told
that the above is correct

Pretlow et. al.

vs

Mary Dalk et. al.

By consent of parties entered, ^{it is ordered that} record in open court, the papers in this cause may be submitted to the judge of this court in vacation for such decision and decree in vacation as might be made and entered in term.

By consent of parties it is further ordered that after June 1st 1901 notice may be served on counsel for ^{complainants} ~~plaintiffs~~ that the defendants will ask for a decree in vacation.