

1903-31

Southampton County Chancery -

Williams, J.C.

vs Joyner, B.B.

to have promised deed
Completed and validated.

Hundley, Della

" , L.H.

" , J.C.

" , J.C.

" , Gillie

" , G.T.

" , Emily } *minors*

Shands, Wm. (Trustee)

Story, E.F. (G.A.L.)

To the Hon. R. R. Prentiss Judge of the Circuit
Court of Southampton County Va

In Chancery

Humbly complaining your orator
J. C. Williams sheweth unto the Court
that on the 10 day of October 1902
one B. B. Joyner was seized and
possessed of a certain tract, or
parcel of land in aforesaid County
known as the "Geo Vick" place
adjoining the lands of Jas. A. Standley
Est. Will's Ricks and others. & situated
on the public road in aforesaid
County leading from Trinity Church
to Ricksville in said County. Con-
taining 310 acres more or less, being
some tract, or parcel of land
conveyed him by J. D. Pillow trustee
by deed of Bargain & Sale duly
recorded in the clerk's office of
aforesaid County. He also at some
time had owned certain
personal property therein. That
there is a deed of Trust on
said form to secure certain
debts therein named - one of
them being for the sum of
\$2000 - & due by said B. B. Joyner
to Jas. A. Standley & others to J. D.

Pettors - this last named debt has
been paid. but the one to Jno
a Bundy is still due unpaid
together with some interest there
all of which will fully appear
from a copy of said deed
of trust herewith filed & marked
Exhibit I and prayed to be
read as part of this bill.
That Jno. a Bundy to whom
the aforesaid bond is due - is
now dead - dying intestate and
leaving as his heirs a widow
Delia Bundy - and following
children to wit: L B Bundy
G B Bundy, J. C Bundy
Ellie Bundy, G T Bundy
and Emily Bundy. two of
that Jno. a Bundy's Est is entirely solvent - & a large one
named being minors. & that the
hands is named as Trustee in
the aforesaid deed of Trust
that on Oct 28. 1902. the said
B. B. Joyner agreed to sell
and did sell the aforesaid tract
of land - and certain personal
property to wit: all his household
& kitchen furniture & all ^{implements} farming
1 Cow & calf & a lot of bricks on said

as will more fully appear from
a receipt from B. B. Joyner for
your order herewith filed, marked
Exhibit 2 & prayed to be read as a
part of this bill

1
To wit of and to your order for the
sum of twenty five hundred
(\$2500⁰⁰) dollars. and received
a part payment of the same
from your order the sum
of one dollar. Your order being
until at least June 12th 1902 to
pay the residue of the purchase
or such part thereof as was
coming to said B. B. Joyner
and to be put in possession
of said tract of land & other
property by 12th of June 1902. *
That your order saw the prior
bundles here - who own the
the debt secured by the D of I
and they were perfectly willing
for him to become the purchaser
of the said land and to
let the debt remain as it was
secured by the D of I - she assuming
it & with interest thereon from
June 12th 1903. That on Nov^r
1902. your order and said
B B Joyner met and a deed
was drawn reciting that
he sold him the said
land & for \$2500. That said
Joyner was to receive thereof.

the sum of \$500 and said grantor
was to assume and pay the
aforesaid debt of \$2000- and
interest thereon from Jan 1st 1903
said grantor agreeing to pay all
interest due on said debt up to
Jan 1st 1903 and all taxes
(whether or not if any) upon said land &
That in said deed all timber
on said tract down to 10
inches in diameter or less the stump
was reserved by said grantor
with right to cut and remove
the same within ten years from
said date- and when land once
cut over not to be recut over.
That said deed was duly
signed, sealed and acknowledged
by said grantor. That grantor
has since been to
him several times to pay
him said money according
to his said deed & agreement
That he has ever since
been and is now ready
to pay him. Not only that,
but if required he has been
and is now ready to pay him
not only-

the fact coming to him. but is
 also ready to pay off to the
 heirs of Jno. A. Bundley or to his
 personal representative the said
 \$2000-. Notwithstanding said
 offers & facts, said Joyner has
 refused and still refuses to
 comply with said agreement
 and deliver your orator a deed
 as aforesaid, for the aforesaid
 land. That so far as your
 orator knows or is informed
 he has no good or valid
 reason or cause, for so doing;
 but is simply trying to get
 out of, or evade carrying
 out the said agreement & sale.
 In tender consideration whereof and
 inasmuch as your orator is
 without relief save in a court
 of equity where such matters
 are alone cognizable, he prays
 that said B. B. Joyner, Delia
 Bundley - G. H. Bundley, N. L.
 Bundley, J. C. Bundley, ~~J. B. Bundley~~
 Lillie Bundley, L. I. Bundley and
 Emily Bundley two last named
 being minors; by some fit &
 proper person their Guardian

ad litem appointed by the court
for the purpose & the said parties
may be made parties defendant
to this cause and compelled
to answer all allegations
herein contained as if they
were thereto more fully and
specially interrogated but
answers under oath and hereby
waived. That the court would
direct that upon the paying
by your orator to the said
B. B. Joyner of the sum of \$500⁰⁰
that he deliver to him the
aforesaid deed for the aforesaid
real estate or if he has destroy-
ed the same that he make and
reexecute one containing same
terms or and deliver the same
to him and out of the said
\$500 thus paid him, to proceed
to pay unless he has already
done so, the taxes due on the
said property and all interest due
on the said \$2000⁰⁰ up to July 1st
1903. And place him in possession
of aforesaid tract of land or
that all necessary orders may

entered. inquiries directed. That
all such other further, general
and special relief may be
granted your orator as the
nature of his case may require
or to equity seem meet, and
your orator hereby gives notice
to all interested parties, that
he will ask the Court to allow
his only in this case a rea-
sonable attorney's fee for his
services in this case. as in
duty bound your orator will
ever pray, or

J. C. Williams
Per John Shands his atty.

Williams

vs. { Stat. of Cases

Jayson et al.

J. L. Williams

vs. { Statement of Costs

B. B. Jayner et al.

Sum. 25.6 copies 78. another Sum. 25= 1.28

1 copy 10. receipt for both 36 atty. 10= 59

do used 18. rules 1.00. entering return 35= 1.53

filing bill 15. Do. Exhibits 16. copy ex. 75= 1.05

Tax costs re. 40= 40

1 decer in 36. filing away papers 25= 61

blank \$5.46

shff 3.00

Shff. Survey Co. 50

Law re. 16.50

\$25.46

Teste: L. A. Gary L. L.

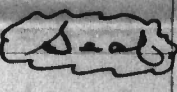
This Deed, made this 8th day of January in the year 1901 between B. B. Joyner grantor party of the first part, and Wm Shands Trustee and grantee party of the second part, Witnesseth:-
That the said party of the first part, doth grant unto the said party of the second part, the following property, to-wit: That certain tract of land situated in Southampton Co. Va. on the public road leading from Trinity M. E. Church to Vicksburg Va. and bounded as follows, on the East by the lands of Willis Ricks & Geo. A. Handley, on the South by the lands of Willis Ricks & Moses Joyner Est. on the West by the lands of J. F. Williams & others and on the North by the aforesaid public road. Containing Three hundred and ten acres more or less, It being the same property as was conveyed to said grantor by J. D. Pritchard wife by deed of bargain and sale bearing even date with this deed - and to be recorded in the County Clerk's Office of Southampton Co. Va.
In Trust, to secure 1st. to Geo. A. Handley the payment of the sum of two thousand dollars due him by said B. B. Joyner as is evidenced by his bond to him for said amount bearing even date with this deed and payable on demand, 2nd. to J. D. Pritchard the sum of two hundred and fifty dollars (balance of purchase money for aforesaid land) as is evidenced by the bond of B. B. Joyner & E. H. Joyner to said J. D. Pritchard bearing even date with this deed & bearing interest from date payable twelve months from date,

In the event that default shall be made in the payment of the above-mentioned bonds or either when they become due and payable, then the said Trustee, on being required so to do by Jno. A. Handley or J. D. Pruitlow or by either of their executors, administrators, or assigns, shall sell the property hereby conveyed.

And it is covenanted and agreed between the parties aforesaid, that in case of a sale, the same shall be made at Courtland Va., after first advertising the time, place, and terms thereof for at least twenty days, and upon the following terms, to-wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this Trust, including a Trustee's Commission of five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said bonds, and if there be any residue of said purchase money, the same shall be made payable at such time, and secured in such manner, as the said party of the first part or his executors, administrators, or assigns shall prescribe and direct, or in case of their failure to give such direction, at such time and in such manner as the said Trustee shall think fit. The said party of the first part covenants to pay all Taxes, assessments, dues, and charges upon the said property hereby conveyed so long as he or his heirs or assigns shall hold the same; and further covenants and agrees to keep the buildings on the property hereby conveyed insured for the full amount of \$500.00 for the further protection of the said beneficiaries or assigns, and in

the event of his failure to do so, then the Trustee, or the beneficiary under this deed, may effect or renew such insurance from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity, by which the debt aforesaid may be recoverable. If no default shall be made in the payment of the above-mentioned or insurance premiums, then, upon the request of the party of the first part, a good and sufficient deed of release shall be executed to him at his own proper costs and charges.

Witness the following signature and seal.

B. B. Joyner 

Virginia - In the Clerk's Office of Southampton County Court, January 10th 1901, This deed was presented and with stamps of internal revenue amounting to seventy five cents, and being acknowledged in this Office by the grantor herein, admitted to records.

Teste: B. F. McLemons C. C.

A Copy,

Teste: L. A. Gay D. C.

Williams J. L.

vs. } Stat: of Rules

Joyner B. B. et al.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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J. B. Williams

vs.

} In Chancery

B. B. Joyner, S. L. Hurdley, L. H. Hurdley,
G. B. Hurdley, J. B. Hurdley, Gillie Hurdley,
G. J. Hurdley, and Emily Hurdley, Two last named
being minors, by E. F. Story their Gdn. addition
to William Stands Trustee.

1902. 2nd December, Process issued to 2nd Dec. Rules.

1902. 2nd Dec. Rules. Process returned executed.

Bill and exhibits filed.

E. F. Story appointed Gdn.

addition to infant defendants.

Dec 22 Nisi

1903. 1st Jan. Rules. Bill taken for compound

and cause set for hearing.

Williams

vs. { Spa: In Chy,

Jayner et als.

1902. 2nd Dec. Rules

his lat.

Specified by delivering
a copy of this notice to
each of the within named
defendants

here, 12th J. Williams

1902

(6)

(7)

Wm Shand

p. 9.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County--Greeting:

WE COMMAND YOU THAT YOU SUMMON *B. B. Fryer, Delia Hemmley, L. H. Hemmley, W. L. Hemmley, J. L. Hemmley, Willie Hemmley & T. Hemmley, and Emily Hemmley. Two last named being minors, by C. F. Story their guardian ad litem, & Wm. Shanks 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 *3rd* Monday in *Dec.* 1902 ~~next~~, to answer a Bill in Chancery exhibited against *them* in our said Court by *J. L. Williams.*

And this *they* 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 *2nd* day of *Dec* 1902, ~~189~~, in the 12-7 year of the Commonwealth.

Teste:

L. A. Gay

C. C.

Michigan - 1903 -

23 Decree

Joyner & Co.

Entered on page

No. 41.

To be entered

Oct 6th 1903

Robert R. Hunt

J. B. Williams

Plaintiff

B. B. Joyner, Delia Hundley,
L. H. Hundley, G. B. Hundley
Lillie Hundley, E. J. & Emily Hundley } Defendants
two last named being minors by
E. J. Joyner their son ad litem

This day

This cause, which has regularly
matured come on to be heard on
the plaintiff's bill taken ~~as~~ for
confessed as to adult defendants
(and exhibits filed therewith) and
was argued by counsel. On the
motion of the plaintiff, the court
doth a do judge order and decree
that the same be removed
from the docket ~~at~~ the
costs of the defendant B. B. Joyner

THE COMMONWEALTH OF VIRGINIA

RECORDED FOR THE
CLERK OF THE
SHERIFF OF SULLY COUNTY - GEORGIA

Williams

vs. { Spas. In chry.

Joyner et als.

1902. 2nd, D 2a. Rachel

less, let.

Executed The 12th day
of Dec 1902 by delivering
a true copy of The within
Spas In chry. to L. H. Hendley
in my County of Sully 2^d

R. D. Edwards Sheriff

Wm Shands

A. J.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of ~~Southampton~~ ^{Surry} County--Greeting:

WE COMMAND YOU THAT YOU SUMMON B. B. Joyner, Delia
Hemndley, L. H. Hemndley, G. H. Hemndley,
J. L. Hemndley, Gillie Hemndley, G. T. Hemndley,
and Emily Hemndley ~~and~~ last named being
minors, by C. F. Story their guardians, ad litem
of John Shanks Smith.

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 Dec. 1902 ~~next~~, to answer
a Bill in Chancery exhibited against them in our said Court by J. L. Williams.

And this they 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 2nd day of
Dec. 1902, 189, in the 12² year of the Commonwealth.

Teste: L. A. Gay C. C.