

1904-04

Southampton County Chancery

Carr, Paul

vs

Vick, Ed P. *et al*

"To execute last, pursuant
to Contract of sale"

Vick, Gerson

\$60⁰⁰ Paid of Paul Carr Sixty
Dollars on his Bond. which
Ant is this day placed to his
Credit on said Bond.

Berlin 19 Dec 25 1901 W. H. K.
Paid one dollar & 50/100 cents for Land tax for 1901 W. H. K.

\$25⁰⁰ Rec'd March 18th 1901 of Paul Carr Twenty
five dollars, as a payment on the purchase for a certain
piece of Land, known as the John A. Joyner place, containing
fifty two acres more or less, and leaving a balance due
thereon of two hundred dollars, payable in 3 years from
Jan'y 1st 1901, by paying annually from said date one third
of said sum for three successive years with interest
thereon, as evidenced by Bond given me for said amount
two hundred dollars, the unpaid part of purchase price.

W. P. Vick.

Carr,

vs.

{ Bill & Exhibits.

Vick.

1904 2 Feb; Rules

W. J. SEBRELL,
ATTORNEY-AT-LAW,
COURTLAND, VA.

Everett Waddey Co., Stationers and Printers, Richmond, Va.

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

Humbly complaining sheweth unto Your Honor your complainant, Paul Carr, that on the 18th day of March 1901, and for some time previous thereto, W. P. Vick, of said County, was seized, in fee-simple, of that certain tract or parcel of land lying in said County of Southampton, containing 52 acres, more or less, and bounded by the lands of Andrew Hancock, B. F. Hancock, W. J. Joyner and others, same being known as the "John A. Joyner Place", and that, being so thereof seized, he, the said W. P. Vick, on the said 18th day of March 1901, sold the said tract or parcel of land to your complainant at the price of \$225.⁰⁰, of which said sum your complainant then and there paid him, in cash, the sum of \$25.⁰⁰ and executed to him a bond for the balance of \$200.⁰⁰, payable in three years from January 1st. 1901, in equal annual installments, with interest and taxes, as will more fully appear from a writing then and there duly signed by the said W. P. Vick, setting forth the said facts, which said writing is herewith filed as "Exhibit A.", and prayed to be read as a part of this bill. That your complainant, in performance of his part of said contract of sale, on the 25th day

of December 1901, paid to the said W.P. Vick the sum of \$60.⁰⁰ in part payment of the said bond executed as aforesaid for the deferred payments on said land, and, also, the sum of \$1.⁵⁰ for the taxes on said land, as will more fully appear from the said W.P. Vick's receipt for the said payments herewith filed as "Exhibit B." and prayed to be read as a part of this bill. That sometime thereafter, to-wit, about the early part of the Summer of 1903, your Complainant tendered to the said W.P. Vick, in lawful currency of the United States, the amount of balance due on said purchase-price for said land, with all interest and taxes, same being a legal tender, and thereupon demanded from said W.P. Vick a good and sufficient deed of conveyance for said land, but the said W.P. Vick then and there refused and declined to receive the said money so tendered him by your Complainant, and, also, refused and declined to execute to your Complainant a deed for the said land.

That afterwards, to-wit, sometime in or about November or December 1903, your Complainant again tendered to the said W.P. Vick, in lawful currency of the United States, the amount of balance due on said purchase-price for said land, with all accrued

interest thereon, and, in addition thereto, ~~with~~ interest on the same up to January 1st 1904, and, also, all taxes due from him on said land, same being a legal tender, and thereupon again demanded from said W.P. Vick a good and sufficient deed of conveyance for said land, but the said W.P. Vick again refused and declined to receive the money so tendered him by your complainant and, also, refused and declined to execute to your complainant a deed for the said land. That, afterwards, to-wit, on 1st day of January 1904, the day, when the said bond for said deferred payment on said land became fully matured and finally due, your complainant still again went to said W.P. Vick and tendered to him, in lawful currency of the United States, all the balance due on said purchase-price for said land, with all interest and taxes, same being a legal tender, and thereupon again demanded from said W.P. Vick a good and sufficient deed of conveyance for said land, but the said W.P. Vick then and there again refused and declined to receive the money so tendered him by your complainant and, also, refused and declined to execute to your complainant a deed for the said land. That the said W.P. Vick still refuses to comply with the said contract of sale, though he has been several times applied to by your complainant and his agents and attorneys to comply with the same; all which acts and doings, on the part of the said W.P. Vick, are contrary to equity and good conscience. In tender

Consideration whereof, and inasmuch as your Complainant
is remedied in the premises, save in a Court of Equity,
where such matters are properly cognizable, Your
Complainant prays that the said W.P. Vick, and
Rosa Vick, his wife, may be made parties defendant
to this bill and required to answer the same, though
answer under oath is hereby waived; That the said
contract of sale may be specifically performed and
carried into complete execution, your Complainant
hereby offering to perform the same on his part;
That the said W.P. Vick may be compelled to convey,
by a good and sufficient deed of conveyance, the
said land to your Complainant, your Complainant
hereby offering to pay all the balance of the purchase
price, together with all interest and taxes justly due from
him on said land, whenever a good and sufficient
deed of conveyance is given him for the same;
That, if a good and complete title be not given to your
Complainant for said land, then that the damage resulting
or sustained by your Complainant by or from such failure
so to give him a good and complete title may be properly
ascertained and awarded your Complainant. That proper
process may issue, and all proper orders be made, and
accounts taken, and that all such other, further, general
and special relief may be given your Complainant,
as the nature of the case may require or to
Equity shall seem meet. And your Complainant will
ever pray &c.

W.D. DeBrill, p.q.

Carr
r } Cost
Deck

2

Sp'a 25. Copy 13. Act 18. Att'y 10 -
Book 18 - Rules 1.00 - Noting return
35. Filing bill 15 - ~~15~~ 36. Filing
Cert. 40 - filing away papers - 25

paid. B. F. M. Clerk	3.00
" " Shiff	.50
" " Tarf	1.50
	\$ 5.00

Larr

It } Spec. in Chy

Vick

1904. 2 Feby Rules
Lin. St.

Exceeded by delivering
a true copy of the anthem
sent to Mr. P. Vick
and then Vick in
person Feb 10th 1904
for J. L. Gilllett Shuff

THE COMMONWEALTH OF VIRGINIA.

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU TO SUMMON *W.P. Vick and Rosa Vick, his wife*

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 *February 1904*, to answer a Bill in Chancery exhibited against *Them* in our said Court by *Paul Carr*

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

Witness, *B. F. McLenore*, Clerk of our said Court, at the Courthouse, this *9th* day of *Febry*, 190*4*, in the 12*8* year of the Commonwealth

TESTE:

B. F. McLenore, C. C.

Carr 1904
or } Stat. Rules
Vick

Dismissed by order
Plaintiff.

Paul Carr

- Puff

vs

W. P. Vick & Rosa Vick - Defn
his wife -

1904 Feb. 9th Process up^d to 2 Feb: Rules.

" 2nd Rules: process ret^d. Executed.

Bill & Ex: filed.

Answer filed

1904. 1st trial Rules: Bill taken for Confess^d
and Cause set for hearing