

1909-46

Savannah County Chancery Hicks, Benjst vs Qicks, Clariborne

Is petitioner to
make deed null
and void.

Hicks, Jephtha

Hicks, Jno.

Hicks, Joe

Hicks, Warren

Hicks, Bob

Grippin, Sally

Hicks, Tom.

Brandt, David

To the Hon Justice of the Circuit
Court of Southampton County.

In Chancery.

Complaining sheweth unto your Honor
your complainants Benj Hicks.

Jeptta Hicks, Jos Hicks, Joe Hicks
Warren Hicks, Bob Hicks, Sally Hicks
Griffin, formerly Hicks, Ann Hicks,
Dacia Broadnax, formerly Hicks,
that they are the only children of
Lottie Hicks decd. who at the time
of her death was Lottie Hicks.

That at the time of her death,
the said Lottie was the wife of
Claiborne Hicks. That during her
lifetime the said Lottie bought of one
G. W. Stephenson a small tract of
land in Southampton County, con-
taining 20 acres, more or less,
in which she was to pay the sum
of \$ --. That said tract of land
was paid for by their mother hiring
out her children, none of whom were
the children of Claiborne Hicks, and
when the money was paid for said
hiring, it was paid to said Geo W.
Stephenson. That it was always the

understanding with their mother
and this was known to Claiborne
Nichols, that the deed for said land
was to be made to her in fee -
That the said father was for many
years of her life infirm and confined
to her bed by paralysis and could not
attend to her business in person -
and the said Claiborne Nichols intending
to defraud her other children of their
just rights had the deed for said
land made to himself and had
the same renewed in Feb 1877,
or will appear from a copy of said
deed filed herewith as Exhibit "A" -
That the said father some time out
the fraud that had been committed
against her and at once asked
the said Claiborne Nichols why he had
so done, and his answer was
that you need not trouble yourself
about the matter, I will have
it all fixed right. That the said
father confiding in his promise
waited on him for fulfillment of
same until she died. That these
complainants after her death
finding out the said Claiborne Nichols
had not complied with his
promise, went to him and
asked him what was his
reason for failing so to do

That G. M. Thompson is dead.

And he again promised them he would
have the deed changed so as to
convey the land as his wife had
desired him to do. That he has promised
them time and again to make the
deed so that her heirs should get
the land. But in all these promises
they have been deceived and now
the said Claiborne Wells absolutely
refuses to make any deed to them
or any of them for said land and
is using the same as he fully
desires. and they are utterly
powerless to compel him to do
anything. That such conduct
is a gross fraud upon them.
The said Claiborne Wells has no
child by the said Lotter.
In consideration of all which
as in and to which your application
contains no merit remedy in the
premises except in a Court of Equity
where such matters are properly
to be heard, they pray that the
said Claiborne Wells be made
a party defendant to this bill
and compelled to answer the

allegations hereof, but answer
under oath is expressly waived -
That an order may be entered setting
aside the said deed or null and
void and enjoining the said Blair-
borne Heirs from making any
conveyance of the same or performing
any act to alienate the same or
in any wise encumber or dispose
of the same until the further order
of this Court. And that your Honor
will grant such other further
general or special relief as to your
Honor may seem meet or the nature
of the case may require -
And as we are duly bound &c.
May it please the Court &c.
B.erry Hicks

Subscribed before me Nov 7. 1890

B. F. M. Leonard C. C.

Stephenson

to { Duck

Ricks

1877 March 19 4th J.H.

Recorded

Page 7

Examined

Given the sum \$2.25

Southampton County, In the Clerk's Office March 19, 1877.
This Deed of Bargain and Sale from George W. Stephenson
to Claiborne Ricks, was this day received and acknowl-
edged by said Stephenson to be his act and deed, and
admitted to record.

Teste,

M. Edwards C.C.



This deed made this 17th day of January - 1877 - one thousand eight hundred and seventy seven between George W. Stephenson of the one part and Claiborne Ricks of the other part witnesses: — that in consideration of the sum of — \$106⁴⁰ — one hundred and six dollars and forty cents the said George W. Stephenson does grant unto the said Claiborne Ricks and his heirs forever one certain tract or parcel of land containing twenty and a half acres, be the same more or less, it being a portion of the Mo. Mo. Kello tract, bounded on the north by Round Hill Swamp, on the south by the Geo. W. Stephenson line and the new Gobhan Road, on the east by the Dollops Branch and George W. Stephenson's line, on the west by the lands of W. R. Stephenson's est and David Doyle — The aforesaid Geo. W. Stephenson does hereby indemnify the right and title to the aforesaid tract or parcel of land.
Witness the following signatures and seal.

George W. Stephenson (Seal)

State of Virginia
Southampton Co., To wit:

This day personally appeared before me, M. D. Butler, a Justice of the Peace for the county and state aforesaid George W. Stephenson, whose name is signed to the writing above bearing date January 17th 1877, and acknowledged the same to be his act and deed.
Given under my hand this 17th day of January 1877.

J. P.

Hicks & Co
2^d  Bond

Rec'd

1890 Nov 7. filed

Know all men by these Presents, That we

Jepptha Hicks, Warren Hicks, John Hicks, Wm Hicks, Robt Hicks, Ben Hicks & Joe Hicks

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of

One Hundred Fifty

Dollars, to the payment whereof, well and truly to be

made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation, and also waive any claim, right or privilege to discharge any liability arising under said bond in any currency, funds, counter-claims or offsets other than legal tender currency of the United States.

Sealed with our seals and dated this

7

day of

Nov

A. D. 18 *90*

THE CONDITION of the above obligation is such that if the above bound

Jepptha Hicks, Warren Hicks, John Hicks, Wm Hicks, Robt Hicks, Ben Hicks & Joseph Hicks
who have taken small out an injunction
against said borne Hicks enjoining him
from aliening the tract of land conveyed to
him in fee by Geo W Stephenson Jan 17. 1877
and renewed in March 1877 in the Clerk
Office of Southampton Co a firm remembering
the same or in any wise disposing of the
same until the further order of the Court,
which injunction was awarded by the Court
in Court of Southampton at New Decm 1878 in
the Chancery suit of Hicks v. Hicks &
Hicks, shall pay all costs and damages
that may be awarded against them in
case this injunction is dissolved

shall faithfully discharge the duties of
or else to remain in full force and virtue.

office or trust according to law, then the above obligation to be void,

Signed, sealed and delivered }
in presence of the Court.

Jepptha Hicks

Warren Hicks

John Hicks

William Hicks

Robt Hicks

Ben Hicks

Joseph Hicks

SEAL

SEAL

SEAL

SEAL

Seal

Seal

Seal

Ricks
ad 3 ~~Summers~~
Bicks

4

Ricks

ads 3

Obicks

Demmer

The defendant Claiborne
Ricks comes by his attorneys Messrs Shands
& Son defends him and says The plaintiffs
bill is not sufficient in law

Shands is Son J. C.

The answer of Claiborne Rick to a bill
in chancery filed in the circuit Court of
Southampton by Benjamin Hicks, Sophia Hicks
and others against him

This defendant for answer to the
said bill or as much thereof as he is advised
it is material for him to answer, answering
says that in the year 1843 he as the
plaintiffs allege married their mother
Lottie Hicks and that all these children
named in the bill as plaintiffs were then
living and the issue of the said Lottie by
several different men, This defendant
states that both he and his wife were
people of color and like most people of
their race had no estate, that when he
married the said Lottie all these plaintiffs
were young and some of them helpless
infants, that William Hicks was an infant
in his mother's arms, that Bob Hicks was
about two years old that Docia Hicks or
Broadnax was four years old, Waman
Hicks about seven years old Joe Hicks
about thirteen years old and so running
up to the oldest children who were able
to work support themselves and assist their
mother and this defendant in supporting
this large and helpless family, Yours

Respondent is advised that imtil the laws
passed by the legislature subsequently to his
marriage all property (personal) belonging
to the wife which came into the hands
of the husband blonged to him by virtue
of his marital rights And he says he
never received during the lifetime of his
wife but twenty dollars from the line of
his children that the money for which they
lived was paid to ^{his} wife Gattie, He
answers further that his wife died in the
year 1883 and that he paid to Charles
Smith for her coffin the sum of \$20
as will appear by Charles Smith's receipt.
Smith's file^A and prayed to be taken as
a part of this answer He files this
receipt simply to show that one single
bill paid shows he has paid out all
the money received This defendant for
further answer says He and his wife
were poor and destitute colored people
who had to work hard to support this
large and needy family of children
nine in number and that all that
he and she could make went to
support them and that he never
received any money for his wife that
did not go towards supporting his
family, He denies emphatically

and positively that John his wife bought
This twenty acres of land but he
bought it and paid for it with his
own money and there is no resulting
trust in this land to her or any one
else, that he has practiced no fraud
on her or on any one else, He states distinctly
and positively and answers further
that in the year 1875 he bought this
24 1/2 acres of land and on the 27th
of December 1875 paid to J. W.

Stephenson the sum of
forty dollars the cash payment due
on the said land as will more fully
appear by the receipt of the said
J. W. Stephenson ^{marked TB} herewith filed and prayed
to be taken as a part of this answer.
He states that subsequently he paid to
Mr. J. W. Stephenson the balance of the
purchase money \$60 and that Mr. Stephenson
made him a deed for the same which
has been duly admitted to record.

This defendant answering further
says he pleads the statute of limitations
as fully in this answer as if the
same had been specially pleaded.

He says he can conceive of no
greater hardship or injustice than
to take this land from him and

gives it to these strangers, In 1863 he
intimates with John Hicks who
had since children the youngest a
jailing infant that she had no estate
nor had he, that the only means
of support was his labour, his wife's
and that of two or three of the
children their vote to labour, that
their combined labour provides for
these children unless they could
go off and work for themselves that
in all this time this piece of land
is the only property he has accumulated
or owns

He has practiced no fraud on any one
his wife dies in 1883 six years after this
deed was made to him and she never
took any steps to set this deed aside
and now thirteen years after the deed
made to him and fifteen years after
he had been placed in possession these
strangers come and claim his land
this defendant cannot believe for a
moment that the court will consider
so bold a claim and having fully
assumed prep to be dispensed with his
costs

his
Clairmont & Ricks
Mark

Shanda is lone attorney
for Ricks

Franklin Va^a Sept. 28th 1883

Mr. Clayborne Kicks

To Chas. Smith Dr.

To Coffin & Case...

" Hands & Lining for Wife \$20.⁰⁰

Paid Dec. 19th 1883

Chas. Smith

Received of Glabornie Killo
Twenty Dollars as his cash
payment on 245 acres of
Land belonging to the
Killo Mac

Dec 27th 1875 - G W Stephens

Marine in 1863

Joe Hicks an infant in his mother's arms

Bob Hicks Two years old

Dodie Hicks or Broadhead Four years old

Harmon Hicks Seven years old

Joe Hicks Thirteen " "

Hicks Jr.
Stat: Rules
Ricks

Benj: Hicks. Jephtha Hicks.
Jno. Hicks. Jov Hicks. Warren
Hicks. Bob Hicks. Sally Griffin
(formerly Hicks), Wm Hicks and
Rebecca Prodnant - formerly Hicks.

Plffs.

against
Claiborne Hicks.

Defts.

- In Chancery -

1890 Nov 8. Process issued to 2^d Nov: Rules

" 2 Nov: Rules. Process Executed. Bill filed.

Decease nisi

" 1 Dec "

Bill taken for Confessed
and Cause set for hearing

Riches

W

}

WITNESS'

SUBPENA.

Riches

1891 Apr 16.

Executed April
3rd 1891 by delivering
a copy of this 'S.P.' to
each of the within
named parties

W. H. Lebo kept
for J. W. Williams Shepp

The Commonwealth of Virginia,

To the Sheriff of the County of Southampton, Greeting:

You are hereby commanded to summon Ben Hicks, Warren Hicks - Ben
Hicks - Jno. A. Humbley - W. F. Bradshaw - Del Hicks
Jno. White - Joe Hicks - John Whitney

personally to appear before the undersigned, one of the commissioners in chancery of the Circuit
Court of the County of Southampton, at his office, at the court-house of said county, on
the 16 day of April 1891 next, to testify and the truth to say in behalf of
Ben Hicks & others

in a certain matter of Depositions

referred to the said commissioner for Reports, by a decree of the said court in a suit in
chancery therein pending between Ben Hicks & ch. J. Claiborne
Hicks.

And this 15th shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, B. F. McLeure, Commissioner of the said court, at
the court-house of said county, the 26 day of March 1891, and in the
115 year of the Commonwealth.

B. F. McLeure Comr

Hooker

vs.

Notice.

159

Rich

1891. Apr 16

Executed Apr 16
1891 by delivery of
copy of this notice to
Clarence Rich
at 4100 1st St
for J. W. Williams
Shiff

To Claiborne Rich

You are hereby notified, that on the 16 day of April, in the
town of Courtland
year 1891, at the office of B. F. McLEMORE, in the ~~village of Jerusalem~~, Southampton county,
Va., between the hours of 6 A. M. and 6 P. M. of that day, we shall proceed to take the
depositions of Jno Asmusley and others, to be read as evidence
in our behalf in a certain Suit in Equity depending in the
Circuit Court for Southampton county, wherein ~~I am~~ we are plaintiffs and you
are defendant; and if, from any cause, the taking of the said depositions be not
commenced, or, if commenced, be not concluded on that day, the taking thereof will be adjourned
from day to day, at the same place and between the same hours, until the same shall be completed.

Your obedient servant,

Ben Rich others.

Hicks et al.

vs. } Oats

Reels.

Hicks et als.

vs. { Statement of costs

1890

Ricks

Nov. 8th.

Sum. with injunction endorsed thereon 50, 1 exp. 25 = 75

Receipt 18, city: 10, docket 18, Rules 1.00 injunction 0.36 = 1.82

Return 35, fil. bill 15, D. answer 15, D. dinner 15 = 80

Taking injunction bond 75, spa: 20, 9 exp. 90 = 1.85

fil. notice 15, 5 continuances @ 1.25 = 1.40

1895 mch.

B. F. M. 6.62

1895 mch.

4 continuances on docket

J. M. H. 1.00

Law costs &c. 40, filing away papers 25 = 65

1900. Apr. 6"

10 continuances on the docket @ 2.50

2.50

Future costs about 1.00 = 1.00

to look 11.77

Shff. 5.50

Law re. 16.50

33.77

Teste: L. A. Gay b.l.

B. F. M. 6.62

J. M. H. 1.00

L. A. G. 4.15

11.77

Shields & als: }
or

Rickes.

On motion of the Plain tiffs. it is ordered that an injunction be awarded restraining the defendant Claiborne, Rickes, from aliening the tract of land conveyed to him in fee by Geo. W. Stephens on Jan'y 17. 1877. & recorded in the Clerk's office of Southampton County. in January 1877. to any one - or from encumbering the same or in any wise disposing of the same until the further order of this Court. But before the Plain tiffs shall have the benefit of this order they or some of them shall enter into bond before the Clerk of this Court in the penalty of one hundred and fifty dollars. with security to be approved by said Clerk. Conditioned to pay all costs and damages that may be awarded against them in case this injunction shall be dissolved.

Teste: B. F. McLennan Ck.

I Certify that bond and approved security has been given in the above cause.

Teste: B. F. McLennan Ck.

Shields & als: }
or
Rickes
1890. 2. Nov Rickes
Levi: do:
Executed by others,
being a copy of the
same, to Claiborne &
Rickes Nov. 8th 1890
J. M. Williams
Ck.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON *Elacburns Ricks*

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 *3-* Monday in *November 1890*. next, to answer a Bill in Chancery exhibited against *him* in our said Court by *Benj. Hicks. Jephtha Hicks. Jos Hicks. Joe Hicks. Warren Hicks. Pert. Hicks. Sally Griffin, formerly Hicks. Wm. Hicks. Lucia Prodnay, formerly Hicks.*

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

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this *8th* day of *November*, 1890, in the 11th year of the Commonwealth.

B. F. McLeMore

C. C.

Hickory 1909-

on 3 Dec

Richs

1890 for Term

To be entered

CMS

Nov 7, 1890

spun for each at

once

Ent

Hicks v. others.

n 3 Decree

Nicks -

On motion of the plain tffs it is
ordered that an injunction
be awarded restraining the
defendant Claiborne Nicks
from aliening the tract of land
conveyed to him in fee by Geo
W. Stephenson on July 17. 1877
and recorded in the Clerk's Office
of Southampton in March 1877
to any one, or from encumbering
the same or in any wise disposing
of the same until the further
order of this Court. But before the
plain tffs shall have the benefit
of this order they or some of them
shall enter into bond before
the Clerk of this Court in the
penalty of \$1000. ^{with security to be} conditioned
approved by said Clerk to pay all costs and
damages that may be awarded
against them in case this injunc-
tion shall be dissolved.

Nov 7. 1890

In the Clerk of
Circuit Court of
Southampton