

1909 - 88

Southampton County Chancery

Ortlow, Jno Jⁿ
et al

v-

Glenn, Elijah
et al

For class suit,
Pay Complaints debts,
and suit of trust

Ortlow, S. B.

Ortlow, J. D.

Made, M. H.

Ortlow, Q. A 2/4

Ortlow & Co.

Eichholz, A. E. &

Bruck, E. C. 2/4

Eichholz & Bruck

Prince, J. B.

McLennan, B. J.

To

The Honorable Lord St. Hill Judge of the Circuit Court of Southampton County:-

Complaining sheweth unto the Court your complainants, Geo. Pretlow jr. S. B. Pretlow J. D. Pretlow, M. H. Moore and R. C. Pretlow merchants and partners trading and doing business as Pretlow & Co. And A. C. Etheridge & E. C. Brooks late merchants & partners trading as Etheridge & Brooks; that one of your complainants Messrs Pretlow & Co. at the May term 1891 of the Circuit Court recovered a judgment against Elijah Gloom amounting to \$150⁵⁰ with interest & costs which judgment is docketed in the Clerk's Office of Southampton County Court, an extract of which herewith filed as Exhibit "X" and asked to be read as a part of the bill; that said judgment is yet unsatisfied; that at the May term of the Circuit Court 1887 Etheridge & Brooks another of your complainants recovered a judgment against the said Elijah Gloom for \$120⁶⁸ with interest & costs which judgment is duly docketed in the Clerk's Office of this County, an extract of which is herewith filed as an ^{exhibit} part of this bill, marked "Y" and asked to be read as a part of the bill; all of which said judgment is unsat-

is paid and still due to your complainants, E. Hedge
H. Brooks.

Your orators state farther that
Elijah Glover is possessed of an equitable
interest in a tract of land lying near
Joyner'sville in this County containing 202 $\frac{1}{2}$
acres bounded by the land of C. C. Whitfield's
estate. In W. St. Daughtry's return is the same
tract of land purchased by the said Glover from
E. R. Fiers; that the legal title to the said
real estate was on the day of 1892
conveyed to B. F. McLeone in trust to secure
a debt of \$500. due to J. B. Prince all of
which will appear by reference to a copy
of said deed marked "B" filed herewith as a
part of this bill.

Your orators would also state that
under the provisions of the said Deed of
Trust there is no specified time for its fore-
closure and that your orators can only
realize on their judgments by resorting to
the Court; that Executions have been
issued from the Clerk's Office and returned
by the Sheriff "no effect".

In tender consideration whereof
and for as much as your complainant
are without remedy save in this Court
they pray that Elijah Glover J. B. Prince

and B. F. McLemore be made parties de-
fendants to this bill and required to
answer the same under oath; that all
proper decrees may be entered and inquiries
directed; that the deed aforesaid may be fore-
closed, and your complainants debts paid,
having first paid off the deed of Trust and
that all such further general and special
relief may be granted to your complainant
as the nature of their case may require
or to equity may seem meet. And notice is
here given that the Court will be asked to
allow a reasonable fee to counsel conducting
this case. And your complainant will ever
pray. May it please the Court
Jas. L. McLemore p.p.

Pittlaw Co.

v. 3 Report of J. P. Com
Glover.

1894 Aug. filed.

Pretlow & Co

1 11. Report of Spec. Officer.
2 Glover.

3 Your Officer appointed to see the real
4 estate of defendant by decree entered July 13. 1893
5 begs to report that he did not see the land as
6 said special Officer because the said Glover paid
7 the debt due to Pretlow & Co before sale.

8 Respectfully Submitted.

9 J. L. Gordon
10 Spec. Officer.
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In Southampton Circuit Court,

May Term, 1887

Ethridge & Brooks
Against

Pltff.

In

E. Glover

Deft.

Judgment for the Plaintiff against the Defendant for \$120.⁶⁸ with
legal interest thereon from 7th day of May, 1885, till paid,
and costs, \$8.61

Extract.

A copy

Teste:

B. A. M. Lumore C. C.

McLennan

to { COMMISSIONER'S
BOND.

Commonwealth.

1893. Aug 29 filed

Recorded
Page 28.

Know all Men by these Presents, That we J. L. McLenore
+ B. F. McLenore

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

Fourteen 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, hereby waiving the benefit of our Homestead Exemptions 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 bonds of this State. Sealed with our

seals, and dated this 29 day of Aug one thousand eight hundred and ninety three.

The condition of the above Obligation is such, That if the above bound

J. L. McLenore
shall faithfully perform the duties of his office or trust, as Special
Commissioner

under a decree of the Circuit Court of the County of Southampton, pronounced on the 13

day of July, 1893, in the suit therein depending under the name and

style of Pettow & Co or Glover et al

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in
the presence of

J. L. McLenore
B. F. McLenore

SEAL.

SEAL.

SEAL.

In the Clerk's Office of the Circuit Court of the County of Southampton:

This day B. F. McLenore
surety on the above bond, made oath before me J. M. Howard, Clerk
of the Circuit Court of the County of Southampton, that his estate after the payment
of all his just debts, and those for which he is bound as security for others,
and expect to have to pay is worth the sum of Fourteen Hundred dollars;
whereupon the said bond is admitted to record according to law.

Given under my hand this 29 day of Aug 1893.

Teste: J. M. Howard Clerk.

Willow & Co.

Stat: Rules-
Glover et. al:

1 Oct

John Prellow Jr. J.B. Prellow.

J.D. Prellow. M.H. Moore &

R. A. Prellow. merchants
and partners. trading and
doing business as
Prellow & Co.

Pltffs.

Against
Elijah Glover. J.B. Prellow

and B. F. McLenard, Trustees. D^y 4

1892 Sept 29th Process up^d to 1st Oct Rules.

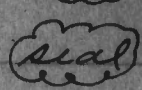
" 1st Oct. Rules. Process Executed. Bill & Ex^h
filed. divorce nisi -

" 2nd " " Bill taken for confessed
& Cause set for hearing.

This Deed of Trust made this 19th of January
in ^{the} year 1886, between Elijah E. Glover, and wife
Francis, of the first part, and B. F. McLenore
(trustee) of the second part, all of the County
of Southampton and State of Virginia,

Witnesseth: that the said Elijah E. Glover and
wife Francis do grant and convey to the said B.
F. McLenore, trustee, the following property, to
wit: All that tract or parcel of land on which
I now reside it being the same tract of land
that I purchased of E. R. Fices, bounded by the
lands of Cordia & Whitfield, Dr W. H. Saughton
& others, and supposed to contain two hundred
two and a half acres more or less, In Trust
however, to secure the payment of the following
debt, to wit: One bond to J. B. Prince for the
amount of Five Hundred Dollars on demand
and dated 19th day of January 1886, and should
a sale of the within property be necessary, the
trustee shall be entitled to five per cent on gross
amount of sales of said property.

Witness the following signatures and seals.

Elijah ^{his} Glover 
Fannie ^{mark} Glover 

County of Southampton, to wit:

G. Wm H. Parker, a Commissioner in
Chancery of the Circuit Court for the County

of Southampton, in the State of Virginia, do
certify that Elijah Glover, whose name is
signed to the writing above bearing date on
the 19th day of January 1886, acknowledged the
same before me in my County aforesaid; and,
I do also certify that Francis Glover the wife
of Elijah Glover, whose names are signed to the
writing above bearing date, on the 19th day of Jan-
uary 1886, personally appeared before me in the
County aforesaid, in the State of Virginia, and
being examined by me privily and apart from
her husband, and having the writing afore-
said, fully explained to her, ^{she} the said Francis
Glover, acknowledged the said writing to be her
act, and declared that she had willingly
executed the same and does not wish to
retract it.

Given under my hand this 19th day of Jan-
uary 1886.

Wm H. Parker
Clerk in Chancery

Southampton County: In the Clerk's Office Jan'y 19th 1886
The foregoing Deed of Trust from Elijah Glover
+ wife to J. B. Prince's Trustee, was with day re-
ceived and with the certificate annexed ad-
mitted to record.

Test: J. B. Prince C. C.

A Copy

Test:

B. F. McLenore C. C.

Exhibit
"B"

DOB #1/20

Pettow & Co.

✓ } Sum.

Glover & Co.

1892. 1 Oct. Rules

Gov: Ct.

Executed Oct. 8th
1892 by delivery a
copy of this Sum. to
each of the within
named parties

Ed. R. J. Williams
Left for J. Williams
Sgt.

X

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON

Elijah Glover. J. B. Ponce
+ B. F. McLeMORE, 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 *1st* Monday in *October 1892* next, to answer a Bill in Chancery exhibited against *them* in our said Court by *John Pirellow Jr. S. B. Pirellow*

J. D. Pirellow. M. H. Mower & R. A. Pirellow. Merchants & Partners
Trading and doing business as Pirellow & Co.

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

29th day of
September, 1892, in the 117th year of the Commonwealth.

Teste: B. F. McLeMORE C. C.

In Southampton Circuit Court,

May Term, 1891

John Prillow Jr. S.B. Prillow J.D. Prillow R.A.
Prillow & M.H. Moore, Merchants & partners
trading and doing business as Prillow & Co. Plff.
Against

In

Elijah Glover

Def.

Honorable waived

Judgment for the Plaintiff against the Defendant for \$ / 50.⁵⁰ with
legal interest thereon from 1st day of Nov., 1882, till paid,
and costs, \$ 7.65 } subject to credit
\$ 30.⁰⁰ paid Dec. 5th 1883 - 4.61 paid Mch. 14th 1888.
Extract.

A. Leapy

Teste:

B.F. McLenore C. C.

Outlow & Co }
vs } Notice
Glover et al.

1893. May 24th
Coun. office

Yonkersville
Executed May 22^d 1893
by delivering a copy of this
notice to Elijah Glover
J. W. Williams
Shyft.

Commissioner's Office,
Southampton

Jerusalem, Va., April 1 1893

To John Pritlow Jr., J. B. Pritlow, J. D. Pritlow,
M. H. Moore, R. A. Pritlow, Elijah Glover,
J. B. Prince and B. F. McQuinn, Trustees

You are hereby notified that I have fixed upon the 14th day of May
next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office,
the following accounts, to wit:

- 1st An account of the liens debts outstanding
against the property of the defendant Elijah
Glover, with their priorities.
- 2nd An account of the annual and fee simple
value of the real estate of said Glover.
- 3rd Whether or not the real estate will rent for
enough in five years to pay the debts that
are liens against the same.
- 4th Any other matters specially stated deemed
pertinent by me or required to be so stated
by any interested party.

required to be taken by a decree of Southampton Circuit Court, rendered at the November
term, 1893, in a suit in chancery depending in said Court, in which you are parties, plaintiffs and
defendants; at which time and place you are required to attend.

Given under my hand, as Commissioner in Chancery of said Court, the day and year first
aforesaid.

B. F. McQuinn

Commissioner.

To the Sheriff of Southampton County to execute.

An Account of the lien debts outstanding against
 Elijah Glover. Showing their priorities. Reported by B. F.
 McLenore, Comr in Chancery of the Circuit Court of Southampton
 County. Pursuant to a decree of said Court, rendered
 on the day of 189 in the Chancery
 Cause of Fulton & Co. vs Glover & Als. May 24. 1893.

1 st	Trust Deed. in favor J. B. Price	\$ 500.00
2 nd	Judgment in favor of Edwards & Bonds	120.68
	Int. from May 7/85 to May 7/93	57.92
	Costs	8.61
		<u>187.21</u>
3 rd	Judgment in favor of Fulton & Co	150.50
	Int. from Nov 1/82 to Dec 5/83	9.78
		<u>160.28</u>
	By Cash	50.00
		<u>110.28</u>
	Int from Dec 5/83 to May 5/93.	62.31
		<u>172.59</u>
	By Cash	4.61
		<u>167.98</u>
	Costs	7.65
		<u>175.63</u>
	Total	<u>\$ 862.84</u>

Respectfully Submitted
 B. F. McLenore
 Comr in Chancery

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Southampton Circuit Court: Nov: Term 1899-
Pettow & Co

r

Deere.

Glover & als.

This day this cause came on to be heard on the bills and exhibits filed. the bill taken for confessed as to all the defendants. and was argued by Counsel. On consideration whereof. the Court doth adjudge, order and decree that this cause be referred to a Commissioner of this Court, who is directed to state and report to Court the following:-

1st - An account of the liens debts outstanding against the property of the defendant - Elijah Glover, with their priorities.

2nd - An account of the fee simple and annual value of the real estate of said Glover.

3^d - Report whether or not the real estate will rent for enough in five years to pay the debts that are liens on the same.

4th - Any other matter specially stated deemed pertinent by himself or required to be so stated by any interested

party. A copy. Teste: B. A. McLenore C. G.

An account of the annual and
fee simple value of the real estate of
Elijah Glover. reported by B. F. McLenore,
Comr in Chancery of the Percuit Court
of Southampton County. on the 24th day
of May 1893. pursuant to a decree of
said Court. a copy of which is hereto
annexed.

	Fee Simple	Annual
A tract of land containing	value	value
201 acres. valued at	\$703.50	\$100.00

Respectfully Submitted.
B. F. McLenore
Comr in Chancery.

Commissioner's Office
Courtland, Va.

May 24th 1893.

To the Circuit Court of Southampton Co.
Pursuant to a decree of the Circuit
Court of Southampton County - entered
at the November Term 1892, in
the Chancery Cause of Feltow & Co
vs Glover et al: the undersigned
Commissioner, on the 1st day of April
1893, issued Notice against the
Parties to said suit - requiring them
to appear at his Office, in Courtland,
on the 24th day of May 1893. to attend
the taking of the several accounts
required by the aforesaid decree.
Which said Notice is herewith filed.
Whereupon, on the said 24th day of
May 1893. Your Commissioner
proceeded to take and report the
following accounts - viz:

- 1st - An account of the liens debts against
Elijah Glover. showing their priorities -
which said account is herewith re-
turned - showing liens against said
Glover, ^{real estate} amounting to \$862.84.
- 2nd - An account of the fees simple and
Annual value of the real estate of

the said Elijah Glover. and finds that
he is seised with 201 acres of land,
valued at \$700.⁵⁰, and considers the
annual value to be \$100.⁰⁰.

The Commissioner reports further, that
the rents of said land will not, in
his opinion, pay the liens thereon in
five years.

Respectfully Submitted

B. F. McLenore

Clerk in Charge

Commissioner's fee

\$5.⁰⁰.

ch Plaintiff.

Trotter & Co.

of Decree
Governs & also.

1892. Nov. Term

To be entered.

CMT

Entered

Prattom & Co

vs.  Gloor et al.

Decree

This day this cause came on to be heard on the bill and exhibits filed the bill taken for confessed as to all the defendants, and was argued by Counsel. On consideration whereof the Court doth adjudge order and decree that this cause be referred to one of the Commissioners of this Court who is directed to state and report to court the following:-

- 1st An account of the liens debts outstanding against the property of the defendant Elijah Gloor, with their priorities.
- 2nd An account of the annual & fee simple value of the real estate of said Gloor.
- 3rd Report whether or not the real estate will rent for enough in five years to pay the debts that are liens against the same.
- 4th Any other matter specially stated deemed pertinent by himself or required to be so stated by any interested party.

Pratt - 1909

r. ¹⁰⁰⁰ Secrec

Glover et al.

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13th
1893 July 13th
To be entered.
C. M. S.

Emf

Retlor & Co.
vs.

Seene

Glover et al.

This day this cause came on again to be heard on the papers formerly read and upon the report of Commissioner B. F. McLeure filed May 24. 1893 reporting the lien debt against the property of the defendant, to which report there is no exceptions and was argued by Counsel. On consideration whereof and it appearing from the said report that the real estate of the defendant Elijah Glover will not in five years pay the lien debts reported against the same. The Court doth adjudge order and decree that J. L. McLeure who is hereby appointed a special Commissioner for the purpose, proceed, after giving thirty days notice of the time and place of sale by posting in three or more public places in the County to sell the real estate in the bill & proceedings mentioned for cash, as to so much as is necessary to pay the cost & expenses of sale and to pay the lien debts reported against the same the remainder upon such terms as the said Glover may desire, or in the event he should fail or refuse to express a desire, then upon such terms as the Commissioner may think best for all parties concerned. And the said Commissioner will report to Court. But before he shall proceed to act hereunder he shall enter into bond before the Clerk of this Court in the penalty of \$1400. with security to be approved by the said Clerk, conditional for the faithful performance of this or any future decree that may be entered hereon. And a certificate from the Clerk that the bond has been given shall be appended to his addressment of sale.