

1876-017

Chancery Causes: William H. Pettus vs R. F. Graves, Junior

Dale of Wight County

other SURNAMES: BOURNE

Petters

By

3 Bill & Exhibits

Graves

Sept. Res. 1875. Bill & filed
several exp. & de. nisi.

Octo. Res. Bill taken for
conf: & all for hearing.

Octo. ct. De: for sale &
" Apt. /76 - De. conf: & reple:
of sale & for colle. & Dnd.
and for prop: to be deli.
word of the previous by
Graves &
"

to pay to your order the amount of purchase money now
due and payable with interest thereon at the rate of five per cent
and to provide for and secure the payment of the amount so paid due
to answer, and to pay your order offering herein to convey by a
good and sufficient deed of conveyance the said land to the
said land wherever the whole of said purchase money and interest
and of the said R. D. Evans & Co. do not pay the said purchase money and interest given in
the said bond and lot of all the said and the proceeds applied to the payment of said bonds
shall be paid, that proper receipt may be given. And that your order
may have such other further and general relief as the nature of
his case may require or to equity shall seem meet, And your order
be well ever pray be

Wm. K. Dickinson

* And your orator shews and sheweth that the said R. D. Graves is totally insolvent and unable to pay the said bonds and complete his said contract.

of January 1873 till paid, to your orator, and payable respectively on the 1st day of January 1873, the 1st day of January 1874, the 1st day of January 1875, on the 1st day of January 1876 and on the 1st day of January 1877 which bonds with the exception of the first named, are herewith filed. Marked respectively B, C, D and E and prayed to be taken as parts of this bill.

Your orator further sheweth that immediately after the 1st day of January 1873 the said R. D. Graves did pay to your orator the principal and interest of the bond which became due and payable on that day. That there is now due and payable the bonds which fell due on the 1st day of January 1874, and on the 1st day of January 1875 respectively. That the said R. D. Graves has refused to comply with the said contract on his part, by refusing to pay the two last named bonds on the days when they became payable, and that the said R. D. Graves still refuses to comply with the said contract, though he has several times been applied to by your orator or his agent to comply with the same. * All which actings and doings are contrary to equity and good conscience, In due consideration whereof and for as much as your orator is remediless in the premises save by the aid of a court of equity whose matters of this kind are alone and properly cognizable your orator prays that the said R. D. Graves may be made a party defendant to this bill and required to answer the same on oath, as fully and particularly as if the allegations herein were again repeated, and he should be specially interrogated, that the said agreement entered into between your orator and the said R. D. Graves may be specifically performed and carried into execution by the said R. D. Graves or your orator hereby offering to perform the same on his part, and that the said R. D. Graves may be compelled

To the Hon^{ble} George Blin Judge of the Circuit Court of the County of Hight

Humbly complaining sheweth unto the Court your orator W^m C. Blin
that your orator in the year 1872 was, and now is, seized of or
entitled to a good fee simple estate and to a certain house and
two lots nos. 49 and 50 on ~~the~~ ^{the} ~~lot~~ ^{lot} in the town of Smithfield in
the County of Hight, and your orator having so seized and entitled
and being desirous to sell the same did contract with one R. F.
Graves Jr on the 18th day of May, 1872 for the sale of the said house
and lots to him for the sum of fifteen hundred dollars, payable
as follows: Three Hundred dollars on June 1st 1873, Three hundred
dollars on January 1st 1874, Three hundred dollars on January 1st 1875
Three Hundred dollars on January 1st 1876, and Three Hundred
dollars on January 1st 1877. all of said deferred payments bearing
interest at the rate of ten percent per annum till paid, possession
of the said property to be given to the said R. F. Graves Jr on the 1st day of
January, 1873 and the title retained by your orator until the whole
of the purchase money and interest shall be paid, and that on the pay-
ment of the same your orator should make to the said R. F. Graves Jr
or to any one he may designate, a good right and valid with gener-
al warranty to the said property, and an agreement in writing to
that effect was entered up between your orator and the said R. F. Graves
Jr and was duly signed by your orator and the said R. F. Graves Jr
which agreement is herewith, and marked A, and prayed to be
taken as part of this bill. That in accordance with this agreement
the said R. F. Graves executed five bonds bearing date on the 18th
day of September 1872 each being for the payment of Three Hundred
dollars with interest thereon at the rate of ten percent from the 1st day

Peltus

as smchy

Gray

Lucas

Octo. 22nd 1875. filed

Peterson has never perfected his title to the two said
lots so purchased but on the contrary has failed
so to do thereby leaving your respondent in doubt
as to his legal title. - Your Resp^t further says
that the said Plaintiff is not now nor has he
been in a situation to make a bonafide
deed to the said lots and that he your respondent
purchased believing that the Plaintiff possessed
the legal title and under such belief made
and put on said lots valuable improvements a
fact well known to the Plaintiff, and that since
his said purchase he your resp^t. has kept the
lots in good and perfect order and has greatly
improved the grounds making the same very
fruitful at a great cost and expense and
that after so expending his said money your
respondent believes and asserts that the Plaintiff
cannot make a clear and perfect deed of the said
lots unless he can get the assent of the infant
heirs of J. C. Denton at the time he purchased
which your respondent is advised and has been
so informed that he cannot do until they are
fully satisfied. - Your resp^t. further says that
should your Hon^l Court decide that your resp^t. is to
perform the full letter of the Contract that there is
nothing in the papers to show that your resp^t.
overagreed to complete his purchase before January
1st. 1877 and that he is now entitled to a and

time to complete his purchase not described
in this Cause. - Your respondent further says that
having entered on said lots in good faith and
having expended large sums of money believing his title
good but now he finds the same in great doubt
if fact the Plaintiff cannot show that he can
make a title to any land in the County of DeKalb
Georgia that he your resp^t. ought not to be required
to perform a Contract wholly imperfect both as to date
and signature within a given time and that
his your resp^t. ought to be in equity reimbursed
for every outlay expended by him on said lots
believing that the interest under a good and perfect
title the money of your respondent being now in
the lots so purchased and your respondent left
without redress. - And your respondent having thus fully
assured the said Bill asks of your Hon^l Court that
should he be required to perform the said imperfect Contract
that he be paid back his outlay in improvements and
allowed until the 1st Jan^y 1877 to complete the said
Contract and having thus fully assured your resp^t. to be dismissed
R. F. Harris

Pettus vs. In Chancery
Graves.

The answer of R. F. Graves to a certain Bill in Chancery exhibited against him in at the Sept Rule, of the Circuit Court of Isle of Wight. 1875 by W. H. Pettus for answer says, saving and reserving unto himself the right to plead answer and demur to the many errors and imperfections contained in said Bill that he did purchase of the said W. H. Pettus two certain lots in Smithfield for the sum of \$1500 but not as is alleged in the plaintiffs Bill on the 15th of May 1872 but afterwards and that he executed five Bonds for the payment of the same and that he did pay off the first bond and that after so paying he entered upon the premises which he found to be in a terrible condition thereby causing your respondent to expend and lay out large sums of money to make the lot habitable the enclosure being utterly worthless and decayed the house filthy and needing repairs and that he did expend upon the said lot a large sum of money to wit about the sum of \$350 in various ways and after so expending and laying out his money he found that W. H. Pettus according to the land books of said County was not the owner of any land in said County but on the contrary the said lots stood charged upon the land books to one Jordan and not to the said W. H. Pettus as is alleged in his Bill and that since said purchase he the said

W. H. Sellers

3rd Sec. in
Chf.

R. J. Graves Jr.

//

To Jas. H. Rules
1845.

G. R. Atkinson for

Executed by delivering
to the within named
R. J. Graves a true
Copy of the within
Summons Sept 6th
1873 -

L. B. Edwards Shff

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON

R. F. Graves Jr.

to appear at the Clerk's Office of the Circuit Court of Isle of Wight County, at Rules to be holden for the said Court, on the first Monday in *September* ¹⁸⁷⁵ ~~next~~ to answer *a Bill of Chancery*

of C. M. & P. Titus

of a plea of

for \$

Damages \$

And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Court House, the *5th* day of

September

1875, in the

100th

year of the Commonwealth

N. P. Young Clk.

Arthur

27

Maguer

Commissary Report

of
Sale.

March 6th. 1846 filed

of said sale and pay said purchase money unless she was put in possession
of said home and lot alleging that the said R. J. Evans refused to vacate
the said premises, and that she was ready to comply with the terms
of sale and pay said money whenever she could get possession of the
said property. The said R. J. Evans was present at said sale and
made no objection thereto. He is still in possession of the said property
and refuses to give possession to the Delinquent.
and gives as his reason for refusing to vacate it, that the interest
of his commissioners would have been the said property but for being
of the opinion that a better bid can not be obtained and that
no one will bid as much. He therefore asks that the said sale to
Margaret L. Bonn be confirmed and that she be put in possession
of the said property by process of law issuing from your honorable
court.

All of which is respectfully submitted

Geo. R. Robinson

To the Circuit Court of Ill. of Wright County

The undersigned who was appointed by a decree of the said Court made on the 22nd day of October 1875 in a suit in chancery depending therein between Wth C. Peltus plaintiff and R. H. Evans. Defendant, a special commissioner to sell the house and lot in the proceedings mentioned, unless the said R. H. Evans or some one for him should pay to the said Wth C. Peltus within sixty days from the date of said decree the sum of six hundred dollars with interest thereon at the rate of two per cent per annum from the day of January 1877 reports to Court that neither the said R. H. Evans nor anyone for him having paid to the said Wth C. Peltus the said sum of money and interest thereon as aforesaid within the said sixty days, and the said sixty days from the date of said decree having expired: your commissioner having ^{as required by said decree} first given at least twenty days notice of the time and place of sale by advertisement posted in the town of Smithfield and at three or more public places in the said county exposed the said property for sale at public auction, at Ill. of Wright Court house on the 3rd day of January 1876 the said Court day upon the following terms prescribed by said decree to wit for Cash first \$1170²⁵ (that being the ~~principal~~ ^{principal} and interest ^{of said} of the lands of the said R. H. Evans in the proceedings mentioned as therein due) and the costs of suit and sale; \$390²⁵ payable on the 1st day of January 1877 and balance in \$300 (part thereof) from the 3rd day of January 1876 (that being the amount of the remaining bond of the said R. H. Evans not yet payable) and the balance on a credit of twelve months and Margaret L. Bourne having bid One thousand and thirty dollars became the purchaser that being the highest bid therefor. That the said Margaret L. Bourne afterwards refused to comply with the terms

Mr. J. J. Jones

98

1300

7 1/2

9100

65

975

Wm H Pitts Dr 1874
to Newport Township
Taxes on 1300

98

Paid

J. A. Bennett Jr

Received June 2^d 1876 of George H. Johnson Commissioner of
Sale on behalf of Citizens; Gave five dollars for services as auctioneer
at Sale of Land and two dollars for fees as sheriff.

A. R. Caswell Secy

Remot from 25th of George Atkinson Commis-
sion of Sale on the part of H. H. Pithers vs R. H. Harris Deposed
my in the lowest Court of Sale of High County As in Term
West and the by his ⁸⁰ Now Advers in full of not proceed,
of Sale of Harris and lot on faithful record proceedings
mentioned
Wm H. Pithers

Mr M H Peters

1875

July 1

Contribution of Smithfield

For tax on lots 488249 value 12504

\$ 1.25

Paid D P Chubbott

26
15
14
5104

265
 126
 385
 Paid 5
 2403

Mr. W. H. Patten

1874

July 1

To Corporation of Smithtown

Per tax on lots 480 & 9 value \$2500

\$ 2.60

Paid B. F. Chapman apt

W. A. Womble

\$10.54

rec 1/75. 10.52
Int. 1.58

\$12.12

10-54

5-96

7-35

61

98

25.44

No.

731

(or when allowable)
NEWPORT TOWNSHIP, Isle of Wight County, Va.

Mr. Wm. H. Pettus

(Rec. R. H. Graves)

1874.

To J. C. DARDEN, County Treasurer.

To State Capitation Tax	\$ 1 00	
To State Revenue on <i>lots no 49, 50</i> acres Land, value \$ 1300. at 50c. per \$100.....	6 50	
To State Revenue on Personal Property, Bonds, &c., value \$		
Amount of State Taxes.....		6 50
To County Capitation Tax	50	
To County Levy on <i>lots no 49, 50</i> acres Land, value \$ 1300. at 10c. per \$100.....	1 30	
To County Levy on Personal Property, Bonds, &c., value \$		
To County School Tax on Real and Personal Property, value \$ 1300 at 10c. per \$100	1 30	
Amount of County Taxes.....		2 60
Total amount of State and County Taxes	\$ 9 10	
December 1st, 5 per cent. added		46

Received payment,

for on R. H. Graves
R. H. Graves

Treasurer.

Collector.



STATE OF VIRGINIA.

MEMORANDUM OF REAL ESTATE WITHIN THE COUNTY OF ISLE OF WIGHT.

sold this eleventh day of December Eighteen Hundred
and Seventy four, for the non-payment of Taxes thereon, for the Years 1872 & 1873.

Name of the person charged with Taxes.	Quantity of Land chg'd.	Local description of the Land charged.	Am't of Taxes due	Am't of Lev's due.	Quantity of Land sold.	Name of Purchaser.	Am't of Purchase Money.
Adelaide T. Ford	—	Lot No. 49+50 Smithfield	9.90	—	Lots No. 49+50 Smithfield	W. A. Worrell	9.91
—	—	—	—	—	—	W. A. Worrell	50
—	—	—	—	—	—	W. A. Worrell	25
—	—	—	—	—	—	W. A. Worrell	10.66

RECEIVED OF W. A. Worrell the above-named sum of Nine
Dollars and 71 Cents, it being the amount of purchase money for the Lands mentioned in the above
Memorandum, this 7th day of December 1874,

Suffolk Sun print.

J. C. Landon Treasurer.
per Capt. Hart, Deputy,

W. C. Crampton

~~12.26~~
~~12.12~~
~~13.43~~
~~27.81~~

182. years

Spurchased for
4/20/22

Hand

Wm. W. W. W.

10.66
11.60

\$ 12.26

Page 11, A,

1279
164

13, 43

643

48

1034

Mr. L. H. Patten *Newport* District,
 1875. **To** *J. C. Garden, Jr. Isle of Wight Co., Va., Dr.*

To State Capitation Tax.....				
To State Revenue on <i>Colo no. 49 550</i> acres Land, value \$ <i>1300</i> at 50c per \$100	<i>6</i>	<i>50</i>		
To State Revenue on Personal Property, Bonds, &c., value \$ " " per \$100.....				
Amount of State Taxes.....			<i>6</i>	<i>50</i>
To County Capitation Tax.....				
To County Levy on <i>Colo no. 49 550</i> acres Land, value \$ <i>1300</i> at 33 $\frac{1}{3}$ c per \$100.....	<i>4</i>	<i>34</i>		
To County Levy on Personal Property, Bonds, &c., value \$ " at 33 $\frac{1}{3}$ c per \$100.....				
To County School Tax on Real and Pers'l Property, value \$ <i>1300</i> at 10c per \$100....	<i>1</i>	<i>30</i>		
To District " " " " " " <i>1300</i> " 5c " "		<i>65</i>		
Amount of County Taxes.....			<i>6</i>	<i>29</i>
Total Amount of State and County Taxes.....			\$ <i>12</i>	<i>79</i>
December 1st, 5 per cent. added.....				<i>64</i>
				<i>13,43</i>

Received payment.

J. C. Garden
J. C. Garden Jr Treasurer.

Peters

v.

$\frac{2}{3}$

Bill of costs

Grove

11

In the Circuit Court of Isle of Wight County.

Wm. H. Pettes

Plff.

v.

R. T. Graves

In Chap. Bill of costs.

Def.

Atto: fee and writ tax 16.00

Clerk's fees incurred 6. ⁶⁷ Do. estimated
for final decree \$1.35 8.02

Sheriff fees 2.00

\$ 26.02

Teste, A. J. Youngclerk.

Return

as } Comprehensive Report
of Collections & Payments -

Graves

11 Octo. 9th 1846,

Filed.

To the Circuit Court of Isle of Wight County

The undersigned, Commissioner

appointed by a decree of said court rendered at the October term
thereof 1875 in the suit mechanism depending therein between W^m
Pitts plaintiff and A. Brown Defendant to sell the land in the proceedings
mentioned and after paying the costs of the suit ^{and sale} pay the balance to the said
W^m Pitts and who was directed by decree therein of April term 1876
to make to Margaret L. Bourne the purchaser of said land a good
and sufficient deed with special warranty therefor on her paying the
said purchase money. In pursuance of which the said Margaret L. Bourne
has paid the said purchase money which your commissioner has distrib-
uted as follows.

Received from Margaret L. Bourne			1030 00
Commission on \$300 at 7 1/2% ^{14.60}	29 60		
" paid for Handbills ^{1.50} paid to Auctioneer ⁵	6 50		
" paid to bid on lot which had been sold for taxes	24 38		
" paid Taxes for 1875 to State ^{14.41} to Town ^{4.00}	18 45		
Said A. P. Henry " paid Clerk's Fictitious ^{10.77} Sheriff ²	12 77		
" paid Printing deed & certifying same	5 50	97 20	
" paid W ^m Pitts		932 80	

Your commissioner has also delivered to the said Margaret L. Bourne a
deed for the said land as required by the said decree.

Given under my hand as special commissioner of the said court
this 1st day of June

W H Pitts in discharge pro tanto of the bond of the
said R R Graves filed as exhibit in this cause, and ~~make report~~
to court of his proceedings under this decree shall make
to the said Margaret L Bourne a good and sufficient deed
with special warranty for the said land and make report
to court of his proceedings under this decree

Pitts

Decree

4

Graves

April Term 1878

To be entered

W H Pitts

Entered 31

In Isle of Wight Circuit Court April 22nd 1876

W H Peters

Plaintiffs

vs

Inchamney

R J Graves

Defendants

This cause came on ^{this day} to be again heard on the papers formerly
read, and the report of Commissioner Atkinson under decree
herein of October term 1875, and upon the exceptions ^{thereto} of the
defendant R J Graves this day filed and was argued by
counsel. On consideration whereof the court doth overrule all
the exceptions of the said defendant and confirming said
report doth a o t d. that the said R J Graves do deliver unto
the plaintiffs of Margaret L Bourne the purchase money of
the house and lot ^{nos 4, 5 & 38} in the town of Smithfield sold by com-
missioner George K Atkinson under decree herein of October term
1875. And the court doth further a o t d that should the said R J
Graves fail or refuse to deliver the said house and lot into the pos-
session of the said Margaret L Bourne that there issue from
the clerk's office of this court a writ of ^{possession} directed
to the Sheriff of this county and requiring him to ~~put and~~
place the said Margaret L Bourne in the quiet and peace-
able possession of the said house and lot.

And the court doth further a o t d that upon the payment by
the said Margaret L Bourne of the sum of \$1030 the purchase
money of the said house and lot, to the said Commissioner George
K Atkinson. The said George K Atkinson after paying the costs
of suit and sale shall pay the balance thereof to the said

That George shall deposit within six of his father's good and lawful
at such time and in such manner as the said George shall think
shall think fit, and make report to court of his proceedings therein
But before the said George shall proceed to execute the
same he shall execute in the Clerk's office of this court a bond in
the penalty of \$1000 - with sufficient security and with main of
the highest and best quality, conditioned for the faithful discharge of
his said appointment herein.

Pellus

101

Warr

Bought Deane

Ordnance Term 1875

To be entered

Geo B. Co.

Concord 43 -

Order of the Court October 22nd / 1875

W. H. Miller

41

R. J. Graves

This cause came on this day to be heard on the petition for summary judgment filed failing to file answer or demurrer and on exhibits filed and was argued by counsel.

On consideration whereof the court is of the opinion that the contract between the parties should be specifically performed, and doth adjudge order and decree that unless the said R. J. Graves or some one for him shall pay to the said W. H. Miller the sum of Six hundred dollars with interest thereon at the rate of ten percent per annum George K. Atkinson who is hereby appointed a special commissioner for the purpose aforesaid to sell the house and lot on the premises mentioned, at public auction, at the Court House in some court town, after first giving at least twenty ^{days} notice of the time and place of sale by advertisement in the town of Southfield and at three more public places in that said county, and when the following terms for each sufficient to pay the costs of this suit and the expenses of sale, and to discharge the principal and interest of each of the bonds of the said R. J. Graves ^{in the proceedings mentioned,} shall then be tendered payable and for the balance bonds shall be taken with sufficient security for such amount as is equal to the amount ^{principal & interest} of such bonds as may not ^{from the day of sale} then be due with interest on the principal of such bonds not due and payable and payable at the times such ~~not~~ ^{are} unmatured bonds will fall due and should there be any surplus of proceeds of sale the same shall be paid at such time and be secured in such manner as the said

Letter

to

Gravie

October term 1876

Joseph K. K. K.

Therapeutics

Geo. H. H. H.

44

Dr. (H.)

Seton In the Circuit Court of Ill of Wright County October 28th 1876

W H Seton

vs

A J Harris

This cause came on this day to be again heard on the papers formerly read
and on the Report of Commissioner George R. Seton made under leave given of April
Term 1876, and was argued by Counsel; On consideration whereof the court doth
confirm said Report to which no exceptions are filed, and it appearing to the court
that there is nothing further to be done herein it is ordered that this ~~said~~ cause be removed
from the docket.

Peterson
on Gately-
Gray

Exceptions

assigned as the said Confirmation
would be oppressive and burdensome
and will entail great hardship as
he believes that the property will sell for
at least \$1500 or \$1800

P. J. Gray

The Said Commissioner did so advertise the Said property no one would bid for the same although it was publicly put up for sale all persons believing that the Said Commissioner possessed the legal right to sell the Said property and not the defendant and thereby not only prevented a sale as the defendant believes and asserts that the same purchaser would have purchased as well at one time as another and that when the said property was sold at the sum and price of \$1030 it was utterly inadequate and the said sum was by far below the price paid or agreed to be paid by the defendant with the sum of \$1500 and upon which the said defendant paid \$350 and made and put valuable improvements on said lot amounting to about \$370 or thereabouts and that the property had been greatly increased in value by the said expenditure of money and that the said sum \$1030 which Mrs Boone agreed to pay is entirely below the real value of the lot and ought not to be confirmed by the Court for the reasons

Pellus
vs In chancery
Graves

Be it remembered that under a decree rendered at the last term of the circuit court of sale of Wright in this cause the defendant comes in his own proper person and excepts to the confirmation of a certain sale made by Judge Geo. R. Atkinson as special Commissioner for the following reasons

First That the decree allowed the defendant Graves sixty days to complete and fulfill his contract with the plaintiff in this cause specifically under the terms and articles of a agreement between the said Graves and Pellus and that before the said sixty days had elapsed the said Geo. R. Atkinson as special Commissioner advertised the said property in the proceedings mentioned before the said sixty days had elapsed and that by so doing and at the very time the defendant had published and advertised the property for sale in order to pay off said debt due in the proceedings mentioned but that after the

Witness the following signatures Ready this 15 day of May 1872

Wm H Pittus Seal

R. F. Gump Seal

State of Virginia County of Isle of Wight to wit

I K K Chapman

a Notary Public in and for said County do certify that R. F. Gump Jr
whose name is signed to the foregoing Agreement dated May 15th 1872
personally appeared before me in my County aforesaid & acknowledged
the same. Given under my hand this 21st day of June 1872

Notary Public Isle of Wight

State of Virginia County of Wicklenburg to wit

I

a
in and for said County & State do certify
that W H Pittus whose name is signed to the foregoing Articles of Agreement
dated May 15 1872 personally appeared before me & acknowledged
the same. Given under my hand this day of 1872

a copy

Pittus

Agreement for the

No. of Sale of Land & c.

Isle of Wight C. Va

Gump

Dated May 15th 1872

(A)

Articles of Agreement made this 15 day of May 1872 between W^m
Pettus of the County of Mecklenburg State of Va of the first part & R. F. Graves Jr of
the County of Isle of Wight Va. Witnesses, That the said W^m Pettus party of the first
part doth by these presents covenant and agree to sell to the said R. F. Graves Jr
of the second part a certain house and two lots Nos 49 and 50 on
Maine Street in the Town of Smithfield now occupied by Capt. W^m H.
Willger and formerly owned by James C. Jordan deceased and
purchased by the said W^m Pettus from Thos F. Pettus a Commissioner
appointed by the Court of Mecklenburg County to make sale
of said property in the Chancery Cause of _____ against
upon the following terms to wit. For the whole property above mentioned the sum of fifteen
hundred dollars on the following terms to wit. Three hundred dollars ^{Jan'y} Jan'y 1st
1873. (Three hundred dollars Jan'y 1st. 1874, Two hundred Dollars
Jan'y 1st. 1875.) Three hundred dollars Jan'y 1st 1876 Three
hundred dollars Jan'y 1st. 1877 all of which said deferred payments
bearing interest at the rate of 10 per cent. per annum until paid and
possession to be given to the said Graves on the 1st day of January 1873 and
the title retained by the said W^m Pettus until the whole of the purchase
money is paid & when the same including principal and interest
shall be fully paid the said W^m Pettus covenants & agrees to make to the
said R. F. Graves Jr. or to any one he may designate a good right and
title with general warranty to the said property

B.

137
\$300 On or before the first day of January 1874 I promise
to pay to Wm A Pettus his order or assigns three
hundred dollars (with interest at the rate of ten per
cent from the 1st. day of Jan'y 1873 till paid)
for value received. For the payment of which I
bind myself my heirs and executors firmly
by these presents and waive the benefit of the
Homestead exemption as to this debt. Witness
my hand and Seal this 13 day of September
1872

A. J. Guiver, Jr. (Seal)

(6)

\$300

On or before the first day of Jan'y 1875 I promise to pay
to W^m A. Pettus his order or assigns Three hundred dollars
for value received, with interest at the rate of ten
per cent. per annum from the 1st day of January
1873 till paid - For the payment of which I bind
myself my heirs and executors firmly by these
present and I waive the benefit of the Homestead
exemption as to this debt. Witness my hand and
seal this 13 day of Sept. 1872

R. F. Granger Seal

21

\$300. On or before the first day of January 1876 I
promise to pay to W^m A Pettus his order or assigns, Three
hundred dollars for value received, with interest at the rate
of Ten per cent per annum from the 1st day of Jan'y 1873
till paid - For the payment of which I bind
myself my heirs & Executors and I waive the benefit
of the Homestead exemption as to this debt - Witness my
hand and seal this 13 day of September 1872

R. F. Graves (Seal)

Graves

20 { Bond

Pettus

20

\$300

On or before the first day of Jan'y 1877 I promise
to pay to Mr. W. H. Tuttle his order or assigns, Three hundred
dollars for value received, with interest at the rate of
ten per cent per annum from the 1st day of Jan'y
1873 till paid - For the payment of which I bind
myself my heirs and executors firmly by these
present and I waive the benefit of the Homestead
exemption as to this debt - Witness my hand and
seal this 12 day of Sept. 1872

R. F. Gaveney

Executed the 24th day of May, 1846,
by despoising the defendant Graves &
placing the said M. L. Bourne in
possession of the premises, in this writ
mentioned.

L B Edward Esq

M. L. Bourne

3 writ of
possession.
vs. J

R. R. Graves

To Octo. term of Cir. Ct.
1846.

The Commonwealth of Virginia, To the
Sheriff of Isle of Wight County, Greeting:

We command you that you cause Margaret
L. Bourne to have her possession of a certain
lot and tenement, lying and being in the
Town of Smithfield, which she lately in our
circuit court for the county of Isle of Wight, by
a decree of the said court, in a cause therein
depending between William H. Pettus plaintiff
and R. J. Graves defendant, hath recovered
against the said R. J. Graves, whereof he hath
been convicted of unlawfully holding her
out of possession, as appears of record.

And how you shall have executed this writ,
make known to our said circuit court, on
the first day of the next term thereof.

And have then there this writ. Witness
A. J. Young Clerk of our said circuit court,
at his office, at the courthouse, the 4th
day of May, 1876, in the 100th. year of the
Commonwealth.

A. J. Young Clk.

John W. H.

W. } In Chy, v. v. v.
Bond.

James R. H.

Alley

Jan. 3rd 1876, Filed,

original bond

Recorded in lin. let. bond
book no - p. 26, -

Capt. H. V. Dieger
 M. D. Young, clerk,
 Capt. H. V. Dieger
 M. D. Young, clerk,