

1886-008 Chancery Causes Benjamin Wilson vs Charles Stickney, William P. Sanborn & al
Isle of Wight County

Other SURNAMES: Purdie,
Whitehead, Wrenn, Hayden,
Thomas

To the Honorable Geo. Blow
judge of the circuit court
of law and chancery for
the county of Isle of Wight in
chancery sitting.

Your complainant, Benjamin Wilson humbly complaining respectfully represents to the court:

That on the 30th day of November 1883 your said complainant obtained a judgment for the sum of One hundred dollars and \$¹⁰⁰/₁₀₀ cost before Geo. R. Purdie justice of the Peace of the said county against Wm. P. Lamborn and Charles Stickner of the said county of Isle of Wight.

That the said sum of one hundred dollars was found to be due your said complainant for services rendered by him, as a laboring man, a copy of the above mentioned judgment is herewith filed marked exhibit "A" and prayer to be taken

Ex. "A"

as a part of this bill:
That ~~an~~ writ of fieri facias was issued on the said judgment placed in the hands of A.K. Whitehead of constable of said county and by him returned "no effects" A copy of said writ and constable's return thereon is herewith filed marked exhibit "B" and prayed to be taken as a part of this bill.

Ex. "B"

That on the 13th day of February 1884 the said judgment was docketed in the clerk's office of said county as is shown by the ^{said} clerk's certificate herewith filed marked exhibit "C" and prayed to be taken as a part of this bill.

Ex. "C"

That on the 26th day of May 1881 V. Wrenn by his deed of that date conveyed to the said M.S. Sanborn 575 acres land lying on Lawer's Creek and James River, and that ~~by~~ ⁱⁿ the said deed the

said W. P. Sanborn conveyed
the said property to one
C. B. Hayden trustee to se-
cure to the said Wren the
balance of the purchase
money for said farm, to
wit: the sum of \$2500⁰⁰
evidenced by two bonds of
\$1250⁰⁰ each, the said
deed was duly admitted
to record a copy of which
deed is herewith filed and
prayed to be taken as a part
Ex. 20" of this bill.

That on the 13th day of
October 1883 the said W. P.
Sanborn and Charles Stick-
ney and one Martha J. San-
born by their deed of that
date conveyed to R. S. Thom-
as trustee to secure the
payment of the bonds abov-
mentioned certain personal
property in said deed men-
tioned a copy of which is
herewith filed, marked exhibit "C",
and prayed to be taken as
a part of this bill,

Ex. 20"

and your complainant alleges
that the property conveyed to
secure the said bonds is ~~totally~~
~~in excess~~ of much greater
value than the aggregate amount
of the said two bonds.

That the said C. B. Hayden
has departed this life.

In tender consideration
whereof and for as much as
your complainant is without
remedy at law and can only
be relieved by the aid of this
honorable Court of Chancery where
matters of this sort are alone
and properly cognizable,
therefore your complainant
prays that a trustee may
be appointed in the place of C. B.
Hayden deceased, that the
said Charles Stephen Wm.
P. Sumborn, Martha J. Sum-
born, F. Wren and R. S.
Thomas trustee as aforesaid
and the said trustee who shall
be appointed in the place of C. B.
Hayden deceased be made
parties defendant to this bill

and required to answer same
in oath.

That proper process may
issue, that the interest of the
said Mrs. P. Lumborn in said
Real estate may be sub-
ject to the payment of your
complainant's judgment a-
foresaid, and such other and
further general relief may
be granted your complainant
as the nature of the case may
require, and to equity may
see fit.

And your complainant will
ever pray &c.

J. H. J. McFay
for g.

Wilson Bay

18. } Bill in Chanay,
Lamborn H.P. et als

March Rls. 1884.

Bill to be filed Decem. 2nd.
+ Dec. 11th.

Abt. Res. 1884.

answ. of Bruce Thomas
filed to file. Also
sent to printer & set
for printing.

Oct. Term 1886
Dismissed at Plls. Court
//

The answer of Wm. P. Sanborn to the
Bill of Complaint exhibited against him
and others in the Circuit Court of Dist. of
Wash. County by Ben. Wilson

- This Defendant answering says
- 1 That it is true as the complainant
hath alleged that he did did get the judg-
ment mentioned for the sum specified
and that it was for money due him
as a surgeon at his mill
 - 2 That it is likewise true as the said com-
plainant hath alleged that V. Wrenn
on the 26th day of May 1882 made the
conveyance to the undersigned as the
said complainant hath alleged and
that the ~~fact~~ property was thereafter
conveyed in Trust to C. B. Hayden
as the said complainant saith. That
the said ~~same~~ C. B. Hayden having died
H. R. S. Thomas was at the request
and instance of the undersigned sub-
stituted in his name place & stead
by an order of the county court on notice
only given & served.
 - 3 That it is likewise true that the
undersigned and Charles Stickney and
Martha J. Sanborn did on the 13th
day of October 1883 convey to R. S.
Thomas Trust by deed of that date the
property mentioned in that deed.

That as will be seen on inspection of the said deed the property conveyed in it was personal ^{personal} liable to be consumed in the use. That ^{as} of the horses conveyed one has died and the others he is entitled to as against the debt of Ben Wilson under the laws of Virginia, as he the undersigned is a farmer and engaged in agriculture. That the corn has of course, in whole or in very great part been consumed & ~~fed~~ ^{fed} away & is being daily fed away to stock and is not & need not be made available to pay the debt of the said Ben Wilson. That the hennies have all been sold and that the furniture has been sold in executions against the undersigned. The complainant alleges that the property conveyed is of much greater value than the appraised amount of the two bonds specified in his Bill. Whether this statement applies to the real estate conveyed originally in the Deed of Trust to C. B. Hayden, ^{Trustee} or to the Personal Property conveyed to R. S. Thomas as Trustee, or to both it is an utter and an entire mistake and this defendant denies the allegation in the most positive and emphatic manner. The cestui que Trust has a right to

and a cash sale of all of the Real
and personal estate - a right given to
him by the law and by the act of the
undersigned & the other parties to the
Deed - and if the property be sold
for cash it will not pay the debt -
due to V. W. Wren and the complain-
ant will never receive a cent of his
money. Besides there are other judi-
ments against the undersigned
that are prior to that of the com-
plainant. And having answered
this Defendant prays to be dismissed here-
with his reasonable costs in this be-
half expended.

W. P. Sanborn

Virginia

Isle of Wight County

J. R. S. Thomas, a Notary Public
in the County of Isle of Wight do hereby
testify that W. P. Sanborn whose name is
signed to the answer above this day
appeared before me ^{in my County aforesaid} and made oath
that the statements contained in the
above answer are true and correct -
Given under my hand this 18th
Day of April A. D. 1884

R. S. Thomas

A Public

Wilson Ben

✓

Sanborn et al

Answer

W. P. Sanborn

The answer of R. S. Thomas Trustee is a Bill of Complaint exhibited against him & others by Benjamin Wilson in the Circuit Court of Ind. Wright in Chancery sitting.

This defendant answering says

- 1 That he knows nothing at all of the judgment of the said B. Wilson against W. P. Sanford, nor of the execution awarded in it, nor of the docketing of the said judgment.
- 2 That it is true that C. B. Hayden was appointed Trustee in the Deed of Trust of May 26 1881 as the complainant hath alleged. The said C. B. Hayden having died this defendant was appointed Trustee in his name place and stead by the County Court of this County as appears from & by the certified copy of the Court order filed with the answer of V. Wilson.
- 3 That it is true that he was also made Trustee in the deed of Trust of Sanford & others on the 13th of October 1883 as the said complainant hath alleged.
- 4 That he doubts if the property conveyed in the Deeds of Trust will more than pay the debt to V. Wilson and he can give in the opinion that a sale be from the Fall will be highly injurious ^{to} all parties and would strongly advise all parties against it. Being the Trustee in the two Deeds of Trust he is ready to sell whenever the vesting Trust shall decide. And having answered he prays &c

he described with his reasonable ease
in this behalf expended, and he will
even pray for

R. S. Thomas
Jr.

Wilm B

v.

Sarboe et al

Answer of
R. S. Thomas
Jr.

at the Request

of the Court.

The answer of V. Wren to a Bill
of Complaint - exhibited against him
and others in the Circuit-Court of Iowa
of West in Chancery sitting by Benjamin
Wilson

This defendant saving and reserving to himself
all right of exception to the manifold errors
and imperfections of the complainant's
bill for answer thereto, or to so much
thereof as he is advised that it is material
or necessary for him to answer, answer-
ing saith

That he knows nothing at all of the
Judgment which the said Benjamin
Wilson alleges that obtained before
Justice John R. Purdie for \$100.00
and for \$1.00 costs & can neither affirm
nor deny it and he is equally ignorant
of the fi. fa & the docketing of the Judg-
ment - as the said complainant hath
alleged.

- 2 That it is true, as the said complainant
hath alleged, that this defendant did on
the 26th day of May 1881 sell and convey
unto 375 acres
of land lying on Laws Creek and James
River and that in the said Deed the said
conveyed the
said property to C. B. Hayden as Trustee to

Given to the said V. W. were the balance of the purchase money to-wit the sum of \$2500 as the said complainant-hath alleged.

It is true as the said complainant-hath alleged that the said Wm. P. Sanborn, ^{together with} Charles Stickney and Martha J. Sanborn did on the 13th day of October A. D. 1883 convey to R. S. Thomas Trustee certain personal property in the said Deed mentioned to come to the said V. W. were the payment of the aforesaid indebtedness to him.

The complainant prays that a Trustee may be appointed in the name, place & stead of C. B. Hayden deceased. the Trustee mentioned in the Deed of Trust of May 26th 1881.

This Defendant-alleges and replies that after the death of C. B. Hayden in January 1883, ~~as he~~ not-wishing to leave a matter so important as the Trusteeship in that dead vacant and unsupplied, he on the 14th day of July last gave to all parties interested notice that he should apply to the County Court of Saline & Wash. County at its August Term ¹⁸⁸³ ~~1884~~ to appoint R. S. Thomas Trustee in the said Deed of Trust of the 26th of May 1881 in the name place & stead of C. B. Hayden Trustee and that he was ac-

endingly & appended as a copy of the
order of the Court herewith filed as
Exhibit "A" vice versa which is prayed
to be taken as a part of this answer

The said complainant in the fifth
paragraph of his Bill alleges "that the
property conveyed to secure the said bonds
is of much greater value than the ag-
gregate amount of the said two bonds,"
namely the bonds aggregating the sum
£25,000.00 aforesaid. This allegation is
made immediately & after the allegation
relative to the Deed conveying the perso-
nal property. If the allegation was
meant to be applied to & confined to
the personal property conveyed in the
Deed of October 13th 1883 then it is
wholly incorrect. If it was meant
to be applied to this personal property
and to the real property conveyed to C.
B. Hayden Trust in 1881 then this
Defendant fears that it is like-
wise incorrect. Under both Deeds this
Defendant has the right to have the sale
made for cash - a right that he has & does
and will insist upon. If the property
should be sold for cash it is ~~not~~ likely
the complainant will not receive any
thing on his claims for his reason
viz (1) The property may not sell for more
than enough to pay the debt of this Defendant
& if it does (2) There are other judgments

against- the said Landlord & Clerk
that are joined her. This defendant-
does not wish to instruct the Justice to
sell now for if he does ~~for~~ the property
will not sell as well now in the Spring
as ^{now as it will do} in the Fall. He does not wish to keep
the complainant- or any other party out-
of ~~his~~ ^{their} money. All that he wishes to do is to
make his own. If his debt- is not paid by
the Fall he will instruct the said R. S.
Thomas Justice as aforesaid to sell the
property covered by the two deeds of Trust-
and after his own debt- is paid, the
said Justice can bring the surplus, if
any, ^{into Court} & pay it out under the order of
the Court. When- the complainant-
is calling his money this defendant asks
~~that~~ the Court will do nothing that occa-
sion a loss to him. And having answered
he prays to be dismissed hence with his
reasonable costs in this behalf expended.
And he will ever pray &c

J. Warren

Isaiah Wright- Comptroller- to wit-

I R. S. Thomas a Notary
Public for the County of Essex of West- in the State
of Virginia do certify that V. Warren the day
personally appeared before me in my County
aforesaid and made oath that the statements
made above were so far as they were made in
his own knowledge true & correct, in & so far
as they were made in the statements of others
he believed them to be correct. Given

and on my hand this day of March
A.D. 1884.

R. S. Thomas
A. Public

Wilson B

V. Answer of

Sanborn et al

Answer of
V. Wrenn

apd R. L. Felt

April 1884.

Filed.

"

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING

WE COMMAND YOU TO SUMMON *Wm. S. Sinton, Charles
Stickney, Martha J. Sinton, T. Wren, and R. S. Thomas
Justice*

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 *March* next to answer *the Bill in
Chancery of Benjamin Nelson*

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 *20th*
day of *Febru* 188*4*, in the *108th* year of the Commonwealth.

N. P. Young

Bay: Nelson

to 3 Sums in
Chq.

Sanderson, Stickney
Others.

//

To Macch. Es. 1887.

J. B. H. Stickney

Entered by order of the
entire name of W. S. Sanderson
Charles Stickney Martha J.
Sanderson T. C. Sanderson and P. S.

Thomas, each with a true

copy of the entire document

Feb. 23rd 1884.

No. 11, Canal St. N.Y.

Shops

Wilson, Benj.
vs $\frac{1}{2}$ Du Chauncy
Lanborn & others

This cause in which it is suggested that R. S. Thomas trustee, substituted in the name & place of C. B. Hayden, in a deed of trust executed by T. Wrenn, W. P. Lanborn, & C. B. Hayden in the deed of trust in the bill & proceedings mentioned, bearing date the 2nd day of May 1881, (with modifications endorsed thereon bearing date the 18th day of June 1881) was not made a party to the said bill; it is ordered, by consent of the said R. S. Thomas, substituted trustee as aforesaid that he be made a party thereto; come on this day to be heard on the consent of the said R. S. Thomas substituted trustee as aforesaid, on the bill, answer of T. Wrenn W. P. Lanborn & R. S. Thomas substituted trustee as aforesaid; on the bill taken for confessed by Chas. Stickney & Martha J. Lanborn, on whom process has been duly

served, They still failing to
plead, answer or demur, on
general replication to said an-
swers, & exhibits filed & was argued
by counsel: On consideration
whereof the court doth adjudge
order & decree that R. S. Thomas
substituted trustee as aforesaid
in the deed of trust aforesaid, shall
make sale of the real estate
mentioned in the deed of trust
bearing date on the 26th day of
May 1881 on the terms mention-
ed in that deed, & that the said
R. S. Thomas trustee as aforesaid
in the deed of trust executed by
W. P. Souborn, Mrs. E. Stickney
& Martha J. Souborn, bearing
date the 13th day of Oct. 1883
shall make sale of the personal
property in that deed mentioned
according to the terms of the said
deed, unless the said V. Wren
the creditor secured by the said
deeds, shall consent in writing
to a change in the terms of
the said deeds: and upon such
consent the trustee aforesaid

shall make sale of the said
real & personal estate in
the said deeds mentioned, upon
the terms so consented to
by the said V. Wren; And
the court doth further adjudge
order & decree that the said
R. S. Thomas trustee in the
said deeds aforesaid, shall
out of the proceeds of sale
made under the said deeds
of trust, pay off & discharge
the debt due to the said
V. Wren, & report the balance
remaining in his hands if any
to this court.

Wilson Benj
vs { Du Cheney
{
Lamborn et al

Rough Decree
Oct Term 1884
To be entered

Read Volume

no. 8 in the

Sanborn & Company

London

Oct 1886

to the

Geoblow.

—

Entered

#29

To A. R. Whitehead constable of said county
 I Command you in the name of the Common-
 wealth of Virginia, that of the goods & chattels of
 Sanborn & Stickney in your district you cause
 to be made the sum of One Hundred dollars
 with interest thereon from the 30. day of Novr.
 1883, till paid, which Benjamin Wilson has re-
 covered before me, in a warrant in debt; also
 the of one dollar which has been adjudged
 to the said Benjamin Wilson for his costs in
 prosecuting this warrant. Given under
 my hand, this 3^d day of Novr. 1883.

Certs Taped.
 Justice .50

clerk. ct. .20

Constable .30
\$1.00

Jno. P. Purdie J. P. (Seal)

Constables Return on above execution.

"No property found to make the return"

"Feby. 4th. 1884."

"A. R. Whitehead constable"

Copies.

True,

A. J. Young clk.

Wilson

v. 3 In clg

Saunders et al.

Exbt. "B" filed
with Bill.

Clerk's office, Isle of Wight Co. - Feby. 20. 1884.
Benjamin Wilson. Clerk.

v. $\frac{3}{4}$ On warrant for debt.
William Sanborn and Charles Stickney. Defs.

The judgment of John R. Purdie a Justice
of the peace, rendered in favor of the above
plaintiff against the above defendants,
on the 30th day of November, 1883, for One
Hundred dollars, with interest thereon
from the 30th day of November 1883, till paid
and \$1.00 costs, was returned to the
Clerk's office on the 13th day of February
1884, and docketed in the judgment
docket of Isle of Wight County.

Teste,

N. D. Young, Ck.

Wilson

v. 3rd edn

Sauborn edn

Exbt. "C." filed in the
Bill.

was received and admitted to record upon
the certificates thereon of George H. Atkinson
Commissioner in chancery as to the said deed
of bargain and sale and deed of trust, and
of J. Henning Nelson, Notary Public as to
the said agreement.

Teste, A. D. Young clk.

a copy.

Teste, A. D. Young clk.

Wilson
v. ^{of} ₃ In cluc.

Sanborn & Stickney & Co.

Ex. 61- "10" filed with
Bill.

They may be themselves required by the said V. Wren, his heirs, executor, administrator or assigns, sell the said land or such part thereof as may be deemed necessary at the office of the Court House on some Court day after having given notice of the time and place and terms of sale by advertisement at the Court House door of said County on some Court day previous to the day of sale, and at other public places in said County; and also, at his discretion, by advertisement in such newspaper as he may select; to the highest bidder for cash at public auction as to as much of the proceeds as may be necessary to defray the expenses of executing this trust and inclusion of a commission of five per cent on the amount of sale to the said trustee, the fee for drawing and recording the mortgage portion of this deed if then unpaid, and to discharge the amount of money principal and interest then payable on the said bonds. and if at the time of such sale any bond shall not have become due and payable, and the purchase money be sufficient, such part of such purchase money as will be sufficient to pay off and discharge such remaining bond, shall be made payable at such time as the said remaining bond will become due, and if there be any residue of such purchase money, the same shall be made payable at such time as the said C. D.

Sauborn, his executor, administrator or assign shall direct, or in case of his or their failure to give such direction, at such time as the said Trustee shall think fit, the payment of which bonds shall be secured by bond with sufficient securities and title retained until payment in full - The said W.P. Sauborn covenants to pay all Taxes, assessments, dues and charges upon the said land so long as he or his heirs or assigns shall hold the same. It is further covenanted between the said W.P. Sauborn and the said V. Wrenn that on the payment by the said W.P. Sauborn within thirty days from the date of these presents of twenty one hundred and eighty dollars unto the said V. Wrenn, the said payment shall be regarded as a payment in full of the two bonds aforesaid of two thousand and fifty dollars each, and shall entitle the said W.P. Sauborn to the delivery of the said bonds and the execution of the release of the aforesaid of trust, which delivery of said bonds and execution of said release deed, the said V. Wrenn binds himself to make on said payment.

In testimony whereof, the said V. Wrenn, W.P. Sauborn, and C. B. Hayden Trustee as aforesaid, have hereunto set their hands and

fixed seals this 26th day of May A.D. -
eighteen hundred and eighty one.

V. Wrenn

Seal

W. P. Sanborn

Seal

L. B. Hayden

Seal

Virginia, Isle of Wight County, to wit:

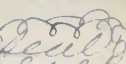
I, G. R. Atkinson, a Commissioner in chancery
for the Circuit Court in and for said County,
in the State of Virginia, do certify that V.
Wrenn, W. P. Sanborn and L. B. Hayden, whose
names are signed to the writing above, bear-
ing date the 26th day of May A.D. eighteen
hundred and eighty one have this day
acknowledged the same before me in
said County. Given under my hand this
26th day of May A.D. 1881.

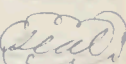
Geo. R. Atkinson, Comr.

The undersigned V. Wrenn, W. P. Sanborn, and
L. B. Hayden, parties to the deed herunto
annexed, bearing date on the 26th day of
May A.D. 1881, do hereby admit that the
said deed was not delivered until this 18th
day of June A.D. 1881, & takes effect from
this date, the Bonds therein named to
commence bearing interest from this date
and the right of the purchaser to commute
the credit by a cash payment within thirty
days from this date; And it is further
covenanted and agreed between said

parties that the sale of said land was by
the gross and not by the acre, and that
neither party is to be held responsible for any
excess or deficiency in the quantity of the same.
In consideration whereof the said parties
have hereunto set their hands and seals this
18th day of June A.D. 1881.

V. Wrenn 

W. P. Sauborn 

C. B. Hayden 

State of Virginia, Isle of Wight County, to-wit:
I, J. Henning Helms a Notary Public in and for
the County & State aforesaid, certify that the
above named V. Wrenn, W. P. Sauborn & C. B. Hay-
den whose names are signed to the writing
above bearing date on the 18th day of June 1881
appeared before me in my County and State
aforesaid and acknowledged the same.
Given under my hand this 18th day of June
1881

J. Henning Helms Notary Public

In the clerk's office of the County Court of Isle
of Wight, County, the 30th day of June 1881, this
deed of bargain and sale from V. Wrenn to
W. P. Sauborn and deed of trust from W. P. Sauborn
to C. B. Hayden, trustee for the benefit of V. Wrenn,
and agreement signed by said V. Wrenn, W.
P. Sauborn & C. B. Hayden thereunder written

This Indenture tripartite, made this 21st of
May A.D. 1881, between V. Wren of the county of
Isle of Wight and State of Virginia, of the first part,
W. P. Sanborn of the City of Chelsea, State of
Massachusetts of the second part, and C. B.
Hayden trustee for the purposes hereinafter
mentioned, of said county of Isle of Wight, of
the third part, Witnesseth, that the said V.
Wren in consideration of the sum of Four
Thousands dollars to be paid by the said
W. P. Sanborn as follows, To wit: Fifteen Hund-
red dollars to be paid in cash on the seal-
ing and delivery of these presents, and the
balance in two payments of Twelve hundred
and fifty dollars each, respectively on and
two years from the date of these presents, the
said deferred payments to be evidenced by
two bonds of even date with these presents
each for the payment of Twelve hundred and
Fifty dollars to be executed by the said W. P.
Sanborn as principal and one Charles E.
Stickney as surety, payable respectively on
and two years after date, with interest from
date unto the said V. Wren, and the pay-
ment of the said bonds to be secured by a
 deed of trust on the land hereinafter grant-
ed; the receipt of said cash payment of
Fifteen Hundred dollars, and the execution
and delivery of said bonds, is hereby

admitted by the said T. Wren; doth hereby
grant with general warranty in fee simple
unto the said C. P. Sanborn and his heirs and
assigns forever, the following real estate, to wit:
The farm known as "Barleigh," being that
portion of the farm of which D. Robert R. Wilson
died seized and possessed in the county of Ish
of Wright allotted to Mary C. Lake, formerly
Wilson, wife of E. M. Lake, by the commission
for partition in the suit of Lake vs. Wilson
containing by estimation five hundred and
seventy five acres, more or less, bounded by
a line beginning on the Lanes Creek road
at its intersection with the old mill road, then
along the northern side of the old mill
road to the northern side of the old mill
site on Lanes Creek, excluding herefrom
the said old mill road and old mill road
and site (which in said Partition were
allotted to Louisiana S. Wilson), thence down
said Lanes Creek to the line of the land be-
longing to - Walker formerly Frazer's, then
along said Walkers line to the line of the land
belonging to Coke, formerly owned by D. Samuel
Wilson and: crossing the Lanes Creek road
at a marked red oak; thence along a line
of marked trees, the boundary of said Cokes'
land, to a corner cypress stump on James

River shore; thence down said James River
to where the line corners with the line
belonging to Doolley, formerly belonging
to Iris Drake colored; thence along
Doolleys line to the line of the land re-
cently bought by Geo. T. Whittier of the estate
of W. S. Doyle; thence along said Whittiers
line to the Rife line; thence along said
Rifes line to a corner near the James
Creek road, thence along said line to the
James Creek road; thence along said
road to the intersection of said road
with the old mill road at the point
of beginning; being the same tract
of land conveyed to said T. Wrenn by
C. B. Hayden Commissioner in the suit
of E. L. Ellys administr. v. E. M. Lake & wife
& others by deed of even date with these
presents in fee simple subject to the
contingent right of E. M. Lake as ten-
ant by the curtesy should he survive
his wife now C. Lake, which deed is
to be duly recorded in the Clarks office
of the County Court of the aforesaid County
of Ish of Wight; and being the same tract
of land in which the said right of
E. M. Lake as tenant by the curtesy
is conveyed by the said E. M. Lake to
the said T. Wrenn by deed bearing

date the 31st. day of Jan. 1881, and
duly recorded in the Clerk's office of the
County Court last aforesaid. And whereas
the said W. P. Sanborn is desirous in
execution of an agreement of sale to
secure the payment of the two afore-
said purchase bonds. From this indeen-
ten further certifieth, that the said
W. P. Sanborn by these presents doth
grant with general warranty in
fee simple unto the said C. B. Hayden
his heirs and assigns the said farm
known as "Burleigh" herein before granted
by the said Warren to the said W. P.
Sanborn as herein before bounded
and described. Upon trust nevertheless
that the said C. B. Hayden, his ex-
ecutors, administrators and assigns shall
permit the said W. P. Sanborn to possess
and enjoy the use & benefit of the said
property until default be made in
the payment of either of said bonds in
whole or in part, at the periods then shall
respectively fall due. and then upon
this further trust, that the said C. B.
Hayden his executors, administrators or
assigns, will so soon after the happening
of such default of payment as he or

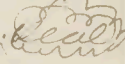
Whereas Wm P. Sanborn and Charles E. Stickney
are largely indebted to Virginia Brown in two
several bonds of \$1250⁰⁰ Twelve hundred and
fifty dollars each, and whereas they have cer-
tain articles upon the farm upon which
they now live called the Burling tract or
the River farm of Doctor Roberts Wilson's Estate,
and whereas the said Martha J. Sanborn
has also certain articles on the said farm
and elsewhere belonging to her and bought
with her own individual and separate
money, Now, Therefore, this deed made this
13th day of October A. D. 1883, by and between
the said Wm P. Sanborn, Charles E. Stickney,
and Martha J. Sanborn of the one part,
and R. S. Thomas trustee, of the other part,
Witnesseth: that the said Wm P. Sanborn,
Charles E. Stickney and Martha J. Sanborn
do grant unto the said R. S. Thomas, trustee
as aforesaid the following property, viz:
1 Bay mare, 1 Colt, One Cow, One Yearling Steer,
one calf, the crop of Corn, peanuts, beans, and
potatoes grown and growing on the said and
aforesaid farms, the cypress timber on the
Burruss tract of land formerly the same
Wilson land, adjoining the said Burling,
or Robert Wilson land, 1 black hair cloth
parlor set, 1 walnut-marble-top chamber

set, 1 black walnut marble top center table,
1 parlor stove, 3 Carpets, two of which are
Brussels, and one woolen, two gray horses,
one horse-power + cutter, be trust to secure to
the said V. Wrenn the payment of the bonds
aforesaid.

Witness the following signatures and seals
this 13th day of October A.D. 1883.

William D. Sandborn 

Charles E. Stickney 

Martha J. Sandborn 

Sh of Wight, County to-wit:

I, George H. Atkinson a Commissioner in Chan-
cery of the Circuit Court of the County
aforesaid, in the State of Virginia, do certify
that William D. Sandborn whose name is
signed to the writing above bearing date on
the 13th day of October 1883, has acknowledged
the same before me in my said County.
And I do further certify that Martha J.
Sandborn, the wife of the said William D.
Sandborn, whose name is signed to the
writing above bearing date as aforesaid,
personally appeared before me in my
said County and being examined by me
privately and apart from her husband
and, having the writing aforesaid fully
explained to her, she the said Martha J. Sandborn

acknowledged the said writing to be her
act, and declared that she had had willing
ly executed the same and does not wish
to retract it.

Given under my hand this 13th day of Oct. 1883.

Geo. R. Atkinson Commr.

State of Virginia, Isle of Wight County, to-wit:
I, R. R. Chapman a Notary Public for the
County aforesaid, certify that Charles E. Stickney
whose name is signed to the writing above
bearing date the 13th day of October 1883, has
this day acknowledged the same before me
in my County aforesaid. Given under my
hand this 13th day of October 1883.

R. R. Chapman Notary Public.

In the Clerk's Office of the County Court of Isle
of Wight County, the 15th day of October 1883,
This deed of trust from Wm. F. Sandorn, late
E. Stickney and Martha J. Sandorn to R. S.
Thomas, Trustee, for the benefit of Virginia
Wrenn was admitted to record. on the
annexed certificates of Geo. R. Atkinson a
Commr. in Chancery and R. R. Chapman a
Notary Public.

Test, A. P. Young clk

a copy

Test, A. P. Young clk

Saunders & Slickner
To $\frac{3}{8}$ Decd of
trust.

R. S. Thomas, Trustee

acopy

Ex. "E"

In the county court of Isle of Wight County,
the 18th. day of March 1884.

On the motion of Virginia Green, and it
appearing to the court that notice of this
motion has been served on W. D. Sanborn,
and that R. S. Thomas administrator of
C. B. Hayden dies: comes notice hereof,
it is ordered that Richard S. Thomas be,
and he is hereby, appointed trustee in the
deed of trust from said W. D. Sanborn to
said C. B. Hayden for the benefit of said V.
Green, executed on the 26th. day of May
1883, and duly recorded in the clerk's office
of this court, in the place and stead of the
said C. B. Hayden trustee as aforesaid, and
substituted to all the rights, powers and
responsibilities of said Hayden trustee,
as set out in said deed of trust.

A copy.

Test,

A. D. Young clk.

R. S. Thomas, trustee
in place of H. A. dea,
in deed of trust from
W. P. Sandborn for V. Olson
Ans. separating.