

1908-034 Chancery Causes. Anson Bowman vs C. C. Brock

Dsh of Wight County

other surnames: Crumpler,
Channell, [Brock + Channell]

Bowman

vs

Brack

Bill of Complaint

1st April Ruler 1899
Bill & exhibit filed. sum.
of \$1000.00 in debt

2d April 1899
Bill taken from case &
case set for hearing

June 1, 1908

and good conscience may seem meet. that said Brock be required to pay a price fair and reasonable for the use and occupation of the said premises while in his possession. And your orator will ever pray.

Wm S. Hallam p.q. Anson^{his} Bowman
Mark

State of Virginia:

County of Isle of Wight, to wit:

I, J.B. Wilson a justice of the peace in and for the county of Isle of Wight in the said state of Virginia, do certify that Anson Bowman the plaintiff in the foregoing complaint appeared before me in my said county and made oath in due form of law that the statements contained in the said bill of complaint are true to the best of his knowledge, information and belief, that he signed his name below the said bill in my presence.

Given under my hand ~~XXXXXXXX~~ this 13th day of March 1897.

J.B. Wilson J.P

" A " and is prayed to be taken and read as a part of this bill. Your orator says to the best of his knowledge and belief he never signed ~~a~~^{the} deed of which said exhibit is a copy, but not being able to read or write cannot speak as one who can read, and does say most positively if he did sign it he did ^{it} under the honest belief that it was a deed of trust and not a deed of bargain and sale, and that he was thus led to believe by the statement of said Clinton C. Brock. Your orator says that said C.C.Channell is the uncle of the said C.C.Brock and that he ^{is a} ~~is~~^{was} also a partner in the mercantile business with the said C.C.Brock under the name and style of Brock & Channell. And your orator is informed and believes ^{charges} that the said C.C.Channell had then and there a pecuniary interest in the said transaction. He says that said uncle and copartner in business is the same C.C.Channell who made and signed the certificate to the said deed filed as an exhibit herein. Your orator says that his land in the said deed mentioned was and is worth the sum of one hundred dollars and could be sold for that sum.

Your orator further alleges and charges that said C.C.Channell knew at the time that that your orator understood that he was signing a deed of trust and not a deed of bargain and sale.

Your orator says that he has by a friend offered to redeem the said land by paying to the said C.C.Brock the said sum of eight dollars and expenses of the Grumpler deed as aforesaid and is still willing so to do at any time, but the said Brock refuses to accept the same and refuses to reconvey the said land.

For as much as your orator is remediless save in this court of equity where such matters are alone and properly cognizable, he prays that the said C.C.Brock be made a party defendant to this bill of complaint, and required to answer the same, an answer on oath is hereby waived, that said deed may be set aside as fraudulent and void or may be declared to be a trust and that upon the payment of the said sum of money the said C.C.Brock be required to reconvey the same to him, your said orator that an account of said corn be taken and the said Brock be required to allow the market value thereof as offset to the said debt, that all such other and further general relief may be afforded your orator as to equity.

To the Hon. Robert R. Prentiss, Judge of the Circuit Court of Isle of Wight county:

Your orator Anson Bowman presents to the court the following case :

That in the summer of 1896 his mother died and in order to get a coffin in which to bury her body he had to give to one Lee Crumpler a deed of trust for eight dollars on his land hereinafter described which deed of trust said Crumpler promised not to record till your orator had a reasonable time to pay the said sum of money. Some time afterwards your orator was approached by Clinton C. Brock and told that said Crumpler owed him or his firm and asked your orator if he had any objection to having the deed of trust debt aforesaid assigned to him, to which your orator replied that he did not provided it did not cost him any more. Soon after said Clinton C. Brock asked your orator to come before C.C. Channell, a justice of the peace in and for the county of Isle of Wight and sign a deed of trust to secure to him said sum in the room and stead of the one to said Crumpler, and he did so as he thought and now believes, and your orator made his mark (not being able to read or write one word) to a paper which was not read to him which he was told by said Clinton C. Brock was a deed of trust just as Crumpler had, and that the money he owed Crumpler would then be due to him or his firm, the firm was composed of Clin C. Brock and C.C. Channell. Your orator confiding in the statement of the said Clinton C. Brock signed said paper under the belief he was signing a deed of trust for eight dollars and the costs of Crumpler,s deed. This was done on or about the 9th day of July 1896 and your orator continued in the undisturbed possession of his land , continuing to cultivate his small crop till late in the Fall of the same year when to his utter surprise and for the first time said C.C. Brock claimed to have a deed for your orator,s land, and claimed the crop thereon and took the same and appropriated it to his own use, and told your orator to get off the land. And afterwards your orator left his home and lands and it has been in the possession of the said C.C. Brock ever since and still is in his possession. Your says that the crop taken as aforesaid consisted of about four barrells of corn.

Your orator says that said Clinton C. Brock claims said land under a deed , an attested copy of which is herewith filed marked exhibit

Received on the within named
April 9th 1897

Arthur Pearson

101

SUBPENA
FOR
WITNESS.

C. C. Brock

Notary Public, Court,

the 14 day of April

1897

W. H. Pearson
Notary Public

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of the County of Isle of Wight, Greeting:

WE COMMAND YOU TO SUMMON,

Isaac L Brack and Jno D. Neenants
Daag Brack

J. J. Holmes
to appear before the Judge of our ~~County~~ *a Notary Public* of the county of Isle of Wight, at the
office of Wm S. Holland at Windsor, Isle of Wight Co. Va
Courthouse thereof, on the *12th* day of *April*, 189*7*, to testify and the truth
to say in behalf of the *plainiff* *Auson Bowman*

circum *to said court* in a certain matter of controversy
in our ~~said~~ Court, before the said Judge, depending and undetermined, between *Auson L*
Bowman

Plaintiff...

and *b. b. Brock*

Defendant...

And have then there this writ.

J. J. Holmes a Notary Public in & for the county of Isle of Wight
Witness, *N. P. Young*, Clerk of our said Court, at the Courthouse, the *5th* day of *April*

189*7*., and in the *12th* year of the Commonwealth.

a copy teste

J. J. Holmes

N. P.

Roman Inson

vs. }

SUBPOENA

IN CHANCERY.

Brook C.C.

Wm S. Holland p. q.

To Just. Supl. Rules.

Superior Court.

¹⁸⁹⁷
Executed on the
within named,
C. C. Brook.

Apr 18 1897

Ro A. Lewis
Suff

The Commonwealth of Virginia,

To the *Sheriff* of the *County* of *Isle of Wight* Greeting:

WE COMMAND YOU, That you summon *C. C. Brock*

to appear at the Clerk's office of the *Quorum* Court of the *County* of *Isle of Wight*
at the rules to be held for the said court on the *First* Monday in *April*
189*7*, to answer a bill in chancery exhibited against *him* in our said court by
Anscoe Bowman

And have then there this writ. Witness, *N. J. Young*, Clerk of our said Court,
at the court-house, the *19th* day of *March* 189*7*, and in the *121* year of the
Commonwealth.

N. J. Young clk

Please pay amt
Harriet 25-^{cts}-

Baby

Bawman

75

Grade

~~April 26th 1897~~

De Cree

To be entered.

R. E. Boykin

any for data

Wm S. Halland per

Enter April 26, 1897

Robert S. Hunt

Entered

Auson Bawman

25

Clinton B. Bradu

This course came on this day to be heard on the bill taken for confessed and was argued by Counsel:

On consideration where of the
Court by consent of parties entered
of record in open Court it is ordered
that this ^{may} ~~may~~ be submitted
to the judge of that Court for
~~such decision or decree in vacation~~
~~as might be made~~
~~thereon~~ in term.

On motion of defendant
by counsel he is allowed to file
his answer within thirty days
from the rising of the Court

Anson Bowman

To 3 Seed. B. & S

Clinton. Co. Broese

Bowman

rs

Brack

Exhibit A

In the Clerk's office of the
County Court for the County of Isler
of Wight. August 11th 1894, this
dud was received and with the
Certificate annexed admitted
to record

Teste W. F. Young clerk
by Saml H. Edwards

Deputy

A Copy Teste

Saml H. Edwards

Deputy Clerk

Pleasant, and a deed made by
said Pleasant to said grantor
for ten acres of land bounded
and described as above, the deed
by Pleasant and wife to said grantor
duly recorded in the Clerk's office
of Isle of Wight County Court. To
have and to hold the said granted
premises to the said Clinton A. Brown
and to his heirs forever.

Witness my Signature and Seal
Anson ^{his} Bowman ~~Seal~~
made

Virginia

Isle of Wight County Court

I C. C. Lehmann as a Justice of the
Peace in and for the said County in
the State of Virginia do Certify that
Anson Bowman whose name is
Signed to the writing above bearing
date July 9th 1896, has acknowledged
the same before me in my County ofres-
aid. Given under my hand this
9th day of July 1896
C. C. Lehmann J. P.

This Deed made this 9th day of
July 1896, between Anson Bowman
of the County of Isle of Wight and
State of Virginia party of the first
part and Clinton L. Broers of the
said county and state party of
the second part Witnesseth That
for and in consideration of the
sum of Ten Dollars in hand paid
by the party of the second part to the
party of the first part the receipt
whereof is hereby acknowledged
have sold and by these presents do
hereby sell and convey to the said
Clinton L. Broers all of that certain
parcel or tract of land containing
ten acres be the same more or less
and bounded by the lands of John
et Pleasant and Joe Newby the
line running as follows beginning
on the path and following said
path, the line between said granted
land and said John et Pleasant
in a southerly course to the line of
said Joe Newby, thence following
said Joe Newby's line in a westerly
course to land of John et Pleasant.

The said land was purchased
by the said grantor from John et