

1867-005

P. H. LEE VS WILLIAM B SNEAD ETALS

1867

NANSEMOND COUNTY
(SUFFOLK)

CHANCERY CAUSES

SURNAMES: MEADOR, JONES, PHILLIPS, BETTS

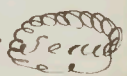
In the Clerk's Office of Mansfield County Court, the
4th: day of February 1867.

I do hereby certify, that on the 8th: day of August 1859,
James J. Phillips duly qualified in said Court, as the
Executor of William D Betts deceased. (The destruction
by fire, of the records of said Court, on the 7th: day of February
1866, preventing me from furnishing a formal copy of
said qualification

Teste,
Peter B Prentiss, Clerk.

(X)

This Deed, made this 17th. day of September, A.D. 1866, between William B. Jones, of the County of Warwick, State of Virginia, of the one part, and William B. Snead, of the County of Nausemond, and State aforesaid, of the other part Witnesseth: that the said William B. Jones, for and in consideration of the sum of Thirty-five Hundred dollars, to him, in hand paid, by the said William B. Snead, at or before the executing and delivery of these presents, he, the said William B. Jones, doth grant, bargain, sell and convey unto the said William B. Snead, his heirs and assigns forever, a tract of land, containing Ninety-six acres, more or less, situated on Chuckatuck Creek, and known by the name of the "Addison farm, and adjoins the lands of the heirs of John Gray and others. Together with all and singular the appurtenances thereto belonging: To have and to hold the said land and its appurtenances unto ^{him} the said William B. Snead, his heirs and assigns forever. And the said William B. Jones hereby covenants, that he will "warrant generally," the said tract of land hereby conveyed. Witness the following signature and seal.

Wm. B. Jones 

State of Virginia }
Warwick County, to wit } I, Robert G. Curtis a Justice
Warwick, in the State of Virginia, do certify, that William B. Jones, whose name is signed to the foregoing writing, heretofore, has acknowledged the same before me, in my County aforesaid.
Given under my hand, this 17th. day of September 1866.
Robert G. Curtis, Jr.

In the Clerk's Office of Nausemond County Court, the 1st.
day of February 1867.

This Deed was received, and with the Certificate written
thereon, admitted to record. (The requisite stamps of \$3.50
having been affixed and cancelled.)

Teste,

Peter B. Prentiss, Clerk

A. Copy:

Teste,

Peter B. Prentiss, Clerk.

X^{ms}

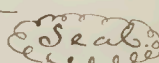
Wm. B. Jones

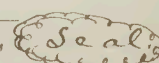
To } Copy Deed. B. & S.

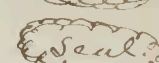
Wm. B. Sneed

(5)

This Indenture, made this 30th. day of April A. D. 1866
between William B. Snead and Elizabeth H. his wife, of the
County of Hansemond State of Virginia of the one part, and
William B. Jones of the County of Warwick and State aforesaid
of the other part, witnesseth, that the said William B. Snead
and Elizabeth H. his wife, for and in consideration of the
sum of Thirty two hundred and fifty dollars, to them in hand
paid, by the said William B. Jones, at or before the enseat-
ing and delivery of these presents, they the said William B.
Snead and Elizabeth H. his wife, have granted bargained
and sold, and by these presents doth grant bargain and
sell and convey unto the said William B. Jones, his heirs
and assigns forever, a Tract of land, containing Ninety
six acres more or less, situated on Chuckatuck Creek, and
known by the name of the Addison Farm, and adjoins the
lands of the heirs of John Gray and others, together with all
and singular the appurtenances thereto belonging, to have,
and to hold the said land and its appurtenances, unto him the
said William B. Jones, his heirs and assigns forever. And the
said William B. Snead and Elizabeth H. his wife, do hereby
covenant, that they will warrant generally the said tract of land
hereby conveyed. And it is agreed between the parties, that the said
William B. Snead, is to occupy and to hold the said tract of land
until the first day of January 1867. and that the Crops now grow-
ing upon the said land, are not conveyed by these presents. Wit-
ness, the following signatures and seals, The day and year first above written

William B. Snead, 

Elizabeth H. Snead, 

Wm. B. Jones 

State of Virginia.

County of Nansmond. To Wit.

I, Cornelius Hall, a Justice of the Peace in and for the County of Nansmond & State aforesaid, do certify that William B. Snead, whose name is signed to the foregoing writing hereto annexed has acknowledged the same before me in my County aforesaid. And I further certify that Elizabeth H., the wife of William B. Snead, whose names are signed to the above and foregoing writing hereto annexed this day personally appeared before me, and being by me examined privily and apart from her said husband and having the said writing fully explained to her, she the said Elizabeth H., acknowledged the same to be her act and deed, and declared that she had willingly executed the same, and does not wish to retract it.
Given under my hand, this 1st day of May. A. D. 1866.

C. Hall. J.P.

State of Virginia:

Nansmond County to Wit:

I, C. Hall, a Justice of the Peace, in and for the County of Nansmond and State aforesaid, do certify that William B. Jones, whose name is signed to the foregoing writing hereto annexed, has acknowledged the same before me, in my County aforesaid. Given under my hand this 1st day of May, 1866.

C. Hall. J.P.

In the Clerk's Office of Nansmond County Court, the 1st day of May, 1866: This Deed, was received and with the Certificates written thereon admitted to record. (The requisite Stamps of \$3.50 having been affixed and cancelled)

Test:

Peter B. Prentiss, Clerk:

A. Copy:

Test:

Peter B. Prentiss, Clerk



Wm: B. Snead &
sup: ^{xmd}

To { Copy Deed

Wm: B. Jones

(H)

Barre's Neck N.C. Nov 4th 1866

Dr Sir. I have sold or rather
sacrificed the Addison farm. and
paid a debt to the purchaser of
nearly \$500- The best I could do,
after a hard struggle, on a credit of
30 days, for the most of it. I intend
if providence permit to see you
and Cpl^{le} Lee at Robt^{ts} Court and
settle up our business, be so kind
as to ask Cpl^{le} Lee to be at Court
Nov^m without fail. \$12.50- is all
I could get in the way above mentioned
had it not have been arranged so, I
could not have sold it, such is the
scarcity of money. yours very respectfully

Wm. F. Wilby

W. B. Sneed

(5)

Dr. W. A. Sneed
1866

Dr. W. A. Sneed

Wm. D. Sneed
July 1866

August 27/66 Nansamored Co. Va.
Capt. J. H. Lee

Dear sir

I am to

unwilling to visit you in person
but I send my son Samuel W.
Snead, in order to arrange our
business. and what ever arrang-
ments he may make with you
I will confirm. If you enter into
the arrangement contemplated,
I will be perfectly satisfied with it
and authorize him to assign
you the bond and mortgage.
for which the land is baring.

I had sold the mortgage and bond
but the man failed to comply
when the time of payment
arrived. I am very anxious to
satisfy my creditors as far as I
am able. yours in high esteem
William. B. Snead

(21)

W. B. Sned

1866,

✓

Mr. J. R. Kilby

Dr Sir, I recd yours
on yesterday. Mr. Lee is not more
anxious to close that business than I
am. I have been disappointed in
receiving money that I made strong
calculations on getting. If I had recd it
as I expected, I should have been to
see you long ago. I am going to
start on Friday across the river
and expect to collect several hundred
dollars. If I succeed as I expect to
do, you will see me very soon. If
I do not succeed, you will see me
as soon as I can raise the wind.
I not only intend to close that affair
but see all my creditors and do
the best for them I can. Yours very
respectfully

W. B. Sneed
August 16th / 66

(8)

Dr. W. B. Sneed

1866

April 4th 66

Dr I was in Suffolk on the 2nd - you were
home, and of course, I could not see you, therefore I have
to communicate with you by letter. I don't own one foot of
land, and the mortgage and bond ~~is~~ ^{I hold} against my brother's
farm I have sold. I have also disposed of what little personal
property I held. yet I want to do right in the sight of Heaven
and Earth. Therefore I make this proposition to you, I will pay
my half of the bond jointly given by Meador and myself
if Capt^r Lee or yourself will assign me the bond, after my
half is liquidated or satisfactorily secured, and I promise
that what ever I can make out of Meador he shall have
there all that I can do, and many of my friends advise
me not to do that but that I will do ^{it} if you say so.
if not it must take its course. The war has almost
reduced me to poverty, and after paying my own just
debts I shall have but very little, I am now old and
my wife well stricken in years. Meador has had the money
that I was security for, to speculate upon, and I
see no just reason why I should pay his debts even
~~if~~ I were able, yet if I had the means I would do it
in order to give satisfaction, yet I hope that Capt^r Lee
and yourself will agree to my proposition. Yours in
the best of bonds,
W. B. Meador

C.D.S.

A disastrous war has intervened, which has changed the
aspect of things. Property has been destroyed and debts that
were due me I shall lose. It has been even more serious
thousands of lives have been destroyed, and I think that
humanity and Christianity ~~must~~ both call for compromises
under the existing state of things W.H.S.

Received
Sept 10

(21)
di. direct

I justly owe my Children by my first wife
£ 1600 - and my securities are bound for it
which owing to the disasters of war they
will never realize W. 43. 18

Worcester Mass. to New Bedford

Dear Sir, I received the letter to
yourself and Mr. L. which I have given
my answer together. I have hoped that the
subject of your letter was all quiet and that
I should receive no more of it. I told me
that he did not want the money and
did not wish me to say further of it. all
that ^{he} wished was to have the thing secure.
(I told him that my signature was to the bond
and that was security enough, and gave
him references). Mr. T. by all means, to print
and he seemed satisfied with what I said.
I have written to you several times since
in answer to your letter, and now for
the unity of ^{my} statements all on subject I
have given you and the others all my neighbours
with whom I have been living 17 years.
Mr. John Chapman. Robt. Lawrence. R. W. B.
Denson. Geo. H. Prouty Joseph Hooker.
Jos. E. Gardiner. Nath. Widdow. Dr. E. D. Phillips
and others that it is unnecessary to mention.
as regards the other subjects of your letter
I only ^{have} to say that I will pay Mr. Tardons

note which I gave him of about
twenty five dollars as soon as I can
be giving him the note he promised
me to keep it, the amt. was due before
the war, as regards Mr. Lewis he
unwisely gave me to the expense of a
suit, which I have paid as you know
and as to his claim for work beyond the
date of the bonds, I have nothing to do
you stated when you were making
the calculation that Mr. Lewis claimed
for interest but you should settle ac-
cording to the face of the bonds, the first
year I bought the farm he got then
about from Mr. Mayer then having over
the land at \$65 - he also had then
entire wheat crop which was then
growing which was all the crop he
had sowed, the bonds were drawn
according to contract so far as I
believe or know, at all events he
received them as such, as to the other
gentleman I never have seen as I know
of, and never had any dealings with
him, if he and Lewis have made
any business, they are the parties to
settle it

The omission that was made with regard
to Mr. Ellys fee I will pay as soon
as I can, with respect to Mr. L. - on
yourself I have to say that there has
been no change of purpose with me
except my increased anxiety to sell
property enough to relieve me of
all my liabilities, I have tried hard
to sell my upper farm in order to
satisfy all that I owe or that my
signature is attached to, the most
I have been offered for it is \$1500 -
which is far below its value, there
was a gentleman from your town
Mr. G. Singleton whom I understood had
been down in order to get the store house
belonging to the Grange, and who said
as I am informed that when the place
was sold he intended to buy it, as highly
as I value my residence with its orchard
of 500 trees, its convenience to manufacturing,
healthfulness, fish and oysters,
I stated to him in a letter that I would
sell it to him and if he had
to have seen me in ten days and

had offered me any thing like its
value I would have sold to him.

Afterward I put my land out on
shares to be cultivated. as to my
other obligations no one is pressing me
or even asking me for payment
except Mr. Lardner and William Butler
for a very small store bill. he applied
to me yesterday for a little con-
cession to my individual obligation I do not
regard them. and furthermore was to
not be infernally better to wait the worst
circumstances and ~~wait~~ Providence as
it would greatly relieve my feelings and
circumstances and no disadvantage to
you. you will hear from me writing
in a few papers rep in a chair from
a very severe illness in my ankle.
If Providence permit I will be to see
you as may. yours very respectfully
Wm. B. Pillsbury
L. B. L.

11
Exhibits
filed with Bill of
P. H. Lee
m

Wm B. Sneed Tal.

Trans. Civ. Ct.

(B)
Dr. W. B. Mead
1865

✓

Mr. J. R. Kelly
Sir I rec^d yours
sincerely wishing to know my determination
with regard to the bond of Betts, to which
Meador & myself are securites. I wrote to
you last week by Mr. Robert Wholefords,
stating that Jas. Philips said from all he
could learn Betts estate wants pay 335, and
Meador says as soon as he can he will do
something. I also stated that if the whole
wait fell on me, that I would shoulder
it. I told Mr. Lee that I should convey
no property to evade the payment of no
debt to which I had affixed my signa-
ture. Mr. Lee told me that he did not
wish to run me to any cost and I
thought that he was satisfied to let it
rest as it was, or is. If I have to
pay it all, I hope I shall not have
to pay in addition the costs of three
suits. (The estate, Meador, & myself) and
you (and Mr. Lee may rest assured

that you will find no shuffling
in me. I wrote to you also
that I had advertised my upper
place in a St. Louis paper for sale,
and if I succeeded, I would pay
of a part of that bond, say the best
and probably more. I hope this will
be satisfactory. I am now moving
to my lower place in the creek.
yours very respectfully

W. B. Smead

Dec 16th / 65

Wm. B. Smead
St. Louis
Mo.

The Commonwealth of Virginia,

To the Sheriff of ^{Warwick} ~~Nansemond~~ County---Greeting:
YOU ARE HEREBY COMMANDED TO SUMMON William B. Sneed Will-
iam B. Jones, Joseph C. Meador, and Jas. S. Phil-
lips, Executor of Wm. H. Betts dec^d.

to appear at the Clerk's Office of our *Circuit* Court, for the County of Nansemond, on the
first Monday in *February* next, 1867, being rule day, to answer a bill in
chancery, exhibited against *Ther.* by

P. H. Lee

and unless *They* shall answer the said bill by the next rule day
thereafter, the Court will take said bill for confessed, and decree accordingly.

And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court, at his
Office, this *18th* day of *January* 1867, and in the *91st* year of
the Commonwealth.

Peter B. Prentis Clerk.

Pr The Sheriff will, in his return, note the day on which this process is executed on each Defendant.

Kelly. p. 9

P. H. Lee

2nd { Sund. in Chy.

Wm: B. Sneed & Co.

To February Rules 1867
Hawson & Co: Co:

Executed by the undersigned a true
copy of the within document
to the Master.

Feb 24th 1867
P. H. Lee
Sgt

Pro. b. No. 1. page 18

C. Co

1867. Feb. 6th Continued for bill
" March 6th Wille
" April 3rd "

The Commonwealth of Virginia,



To the Sheriff of Nansemond County---Greeting:
YOU ARE HEREBY COMMANDED TO SUMMON *William B. Sneed Will-*
iam B. Jones, Joseph C. Meador, and Jas. J. Phil-
lips, Executor of Wm. D. Betts dec.

to appear at the Clerk's Office of our *Circuit* Court, for the County of Nansemond, on the
first Monday in *February* next, 1867, being rule day, to answer a bill in
chancery. exhibited against *them* by

P. H. Lee

and unless *they* shall answer the said bill by the next rule day
thereafter, the Court will take said bill for confessed, and decree accordingly.

And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court, at his
Office, this *18th*. day of *January*. 1867, and in the *91st* year of
the Commonwealth.

Peter B. Prentis. Clerk.

The Sheriff will, in his return, note the day on which this process is executed on each Defendant.

Kelly. p. 9

P. H. Lee

6th Street in City.

Wm. B. Snodgrass

To February Rules 1867
Pauersmond Cir: Co.

1867. Feb: 6th. Continued for bill

" Mar: 6th. Ditto

" Apr: 3rd. "

Pro: b. No: 1. Page 12

Cir: Co

Wm B. Snodgrass

Received January 23rd 1867. & is true Copy hereof
delivered to Wm B. Snodgrass Esq. Clerk of the Court &
Philips 1st Apr: 3rd 1867 is a true and correct copy of my docket

Lee & v. Smead

This cause came on this day to be heard on the vice taken for confessed as to the defendants, ^{William B. Smead,} Wm B. Smead, ^{Joseph C. Meador,} Joseph C. Meador, & Jas. J. Phillips, Executor of Wm. D. Betts decd, ~~and~~ on whom process has been duly served, and they still failing to appear and plead, answer or demur to said vice, and on the exhibits filed with said vice, and argument of the plaintiffs' Counsel. On consideration whereof the Court doth adjudge, order and decree that the deed executed by said Wm B. Smead to the said Wm B. Smead, dated the 30th day of April 1866, and marked as Exhibit (H) in this cause, conveying a tract of land in Nausumund County, containing ninety six acres, more or less, situated on Clunkashuck Creek, and known by the name of the Addison farm, and adjoining the Lands of the heirs of John Gray and others, be and the same is hereby set aside and declared fraudulent and void, and the Court doth also set aside and declare as fraudulent and void the deed executed by said Wm B. Smead to said Wm B. Smead dated the 17th day of September 1866, reconveying the same Land to the said Smead, ^{& that the same} be also set aside, ~~and declared~~ ~~void~~ ~~and~~ ~~void~~. And the Court doth ~~also~~ adjudge, order & decree that ~~the same~~

the defendant Jas. J. Phillips, an adm^r
of W^m D. Betty decd. out of the estate of
said deceased pay, and that the said
Mr. C. Meador and W. B. Inead pay to the
plaintiff the sum of five hundred
and fifty dollars, with interest thereon
from the 26th day of March 1858 till paid
and the costs of this suit, and that unless
the same be paid in sixty days from the
date of this decree, ~~that then~~ the Court
doth adjudge, order & decree that Wm Elley
Sheriff of Nausumund County, proceed
to sell at auction before the Court house door
of Nausumund County on some Court day
after having given four weeks notice by advertise-
ment at the Court house door on some Court day,
and at Clunchatuck or other public place, & also
by notice in the "Christian Sun" a Newspaper
published in Suffolk, once a week for four
successive weeks, on a credit of six, ~~and~~
twelve & fifteen months, in equal payments
with interest from date (except for a
sum sufficient to pay costs of suit &
expenses of sale which he will require
in cash & pay to those entitled), the Land
referred to in the proceedings and
described as a tract of Land in
Nausumund County, containing ninety six

acres, more or less, situated on Chuckatuck
Creek, and known by the name of the
Addison farm, and adjoining the lands of
the heirs of John Gay, and others"; and
that he will take from the purchase Bond
and security, and retain the title till
the further order of the Court, and
make report with said Bond to Court.

Lee
17.

Sneed tal.

1867
Capt. Ch. Deeren

To the Hon. Richard N. Baker, Judge of
the Circuit Court of Nansemond County.

Complaining, shew unto the Court your
Complainant P. W. Lee, of Nansemond County.

Your Complainant respectfully represents
to the Court and says, on the 26th day of March
1858, Wm. D. Betts, Jr. C. Meador and W. B. Sneed
executed to your Complainant for valuable consideration
their writing obligatory for the sum of five
hundred and fifty dollars, payable on demand,
as may be seen by said writing obligatory filed
thereunto & prayed to be taken as part of this
Bills &c marked (A).

That W. D. Betts the first obligor in said
Bond died on the day of 1859, and
that Jas. J. Phillips duly qualified in the
County Court of Nansemond County on the 8th
day of August 1859 as his Executor (as will be seen
by paper marked (X), filed herewith —

That the estate of said W. D. Betts
is perfectly Insolvent: That Joseph C. Meador
another of said obligors is insolvent, and that
W. B. Sneed, the other obligor in said writing
obligatory, is the father in Law of said
W. D. Betts —

Your Complainant further says,
That soon after the Surrender of Genl Lee,
he proceeded to look after the payment of

thesaid debt, and found W. D. Betts dead
and Insolvent, and the said Mr. C. Meador
Insolvent; and that he saw in person
thesaid W. B. Sneed, the other obligor, and
the father in Law of said Betts, & desired
to know of him what arrangement could
be made by him towards its payment,
when he was assured by thesaid W. B. Sneed
that he was able to pay his debt, and
that he would certainly pay the said
debt, and further said that he ^{had} made no
conveyance of his property and that he did
not intend to make any, and that your
Complainant might rely on his promises
as his "word was his bond" - Your Com-
plainant informed him that all that
he desired was to have the debt secured and
would give him time to make satisfactory
arrangements - That thus the matter
stood for some months, and as no arrangement
had been made by said Sneed to pay or secure
the payment of said debt, your Complainant
by his agent and Attorney, called the attention
of said Sneed to the same, desiring to know
what his determination was, to which the
said Sneed replied by letter, ^{Dated 16th Dec 1865 -} addressed to Mr.
R. Kelly the Attorney of your Complainant
and after referring to the general subject.

declares "you and W^m Lee may rest assured that you will find no shuffling in me" - which letter is filed herewith marked (B).

That this matter remained, relying on the promises of said Sneed, till the spring of the year 1866, when he was again called on by said Agent & Attorney in regard to the matter, as so long a time had elapsed & no definite arrangement had been made, when on the 4th day of April 1866, the said Sneed addressed a letter to said Agent & Attorney on that and other subjects, wherein the said Sneed repeats that "I told him (Lee) that my signature was to the bond and that was security enough and gave him reference" as is mentioned in said letter, which letter is filed herewith marked (C).

That notwithstanding such positive assurance that his "signature was security enough", and of his previous promises, yet on the same 4th day of April 1866, the said Sneed addressed another letter to said Agent and Attorney declaring in very positive terms "that I don't own one foot of land, and the mortgage and bond I hold against my brother's farm I have sold, I have also disposed of what little personal property I held, yet I want to do right in the sight of Heaven and Earth. Therefore I make this proposition to you, I will pay my half

"of the bond jointly given by Meador and myself if Capt Lee or yourself will assign me the Bond after my half is liquidated or satisfactorily secured". "and I promise that what ever I can make out of Meador he (Lee) shall have - this is all that I can do, and many of my friends advise me not to do that, but that I will do it if you say so", if not it must take its course".

That connected with said Letter was also a separate paragraph stating "I paid one my children by my first wife \$1600, and my securities are bound for it which owing to the disaster of war they will never realize" which Letter is marked (D) & is filed herewith.

That there, ^{Last} two letters, so contradictory in their character and so different from the assurance, previously given by said Sneed, made the impression that previous promises were not to be fulfilled, and that the sudden reference to indebtedness to his children, which if true was due before his promises and assurances were given, but confirmed such impressions -

But notwithstanding all that had transpired your Complainant being willing to make a liberal settlement with said Sneed agreed to accept fifty per cent of said debt of said Sneed and discharge him, and directed

(5)
his agent (and Attorney) so to notify said
Snead which was accordingly done.

That this matter stood for about four
months and no payment or arrangement
having been made, the attention of said
Snead was again called to the matter
by said agent when he replied by letter
dated 16th Augt. 1866 and which is filed herewith
marked (6), that "I am going to start on
Friday across the river and expect to collect
several hundred dollars - If I succeed as
I expect to do, you will see me very soon, if
I do not succeed you will see me as soon
as I can raise the wind, I not only intend to
close that affair but see all my creditors and
do the best for them I can".

That on the 27th of Augt 1866, the said
Snead addressed a further letter to said
Agent & Attorney saying "I am too unwell
to visit you in person but I send my son
Samuel W. Snead, in order to arrange our
business, and whatever arrangements he may
make with you I will confirm. If you enter
into the arrangement contemplated, I will be
perfectly satisfied with it and authorize him
to assign you the bond and Mortgage for which
the land is bound, I had sold the mortgage
and bond but the man failed to comply when

the time of payment arrived" which letter is filed
herewith & marked (D.) —

That accordingly the said Saml. W. Snead
called on your ^{Complainant} ~~Dependent~~ and also on ~~my~~ ^{his} said
agent and showed the Mortgage & Bond held by
the said W. B. Snead on his Brother's Land
& assured your Complainant and his agent
that as soon as the same could be sold, the
debt aforesaid (the fifty per cent thereof) should
be paid — which promises your Complainant
and his said agent relied on, notwithstanding
previous failures to fulfil promises
as above set forth —

That on the 4th of Oct. 1866, the said
W. B. Snead (he having in the mean time sold
the Mortgaged Land aforesaid) wrote to said
Agent "I have sold or rather sacrificed the
Addison farm (meaning the said Mortgaged Land)
and paid a debt to the purchaser of nearly \$500.

The best I could do, after a hard struggle, on
a credit of 30 days for the most of it — I intend
if possible to see you and Cap Lee
at Wv. Court and settle up our business,"
he so kind as to ask Cap Lee to be at Court (Nov.)
without fail" — which letter is filed herewith
and marked (E.)

That as requested, your Complainant was
at Wv. Court 1866 (at Suffolk) but the

said W. B. Snead did not appear -

That instead of appropriating the surplus from the sale of said Mortgaged Land to pay your Complainant's Debt as agreed to be Compromised, and as has been so repeatedly promised, - and which was ample to have done so, the said W. B. Snead disregarded all his promises and pledges, and took the money and went to Baltimore and spent it for a horse and buggy and clothes and medicines -

That in December last after the above matter had been transacted the said Snead sent to the said Agent, one bond signed by Jos. C. Meador for one fourth of said Debt and his own Bond for another fourth, which were at once rejected as trifling with the rights of your Complainant, in offering him two bonds without security (one Insolvent,) for the compromised amount of fifty percent which had been agreed to be paid in money, when your Complainant already had Meador & said Snead bound for the whole.

Being satisfied after over a years negotiations (and the failure of so many promises, that the said Snead intended to do nothing and had been seeking time to evade the payment of the said Debt and the

fulfilment of his promises, notice was given him that no further indulgence could be given after the first of January 1867 and that all offers of compromise therefore made (and which had been unsatisfied) would cease after that day -

Your Complainant further says, that whilst these negotiations were being transacted, and unknown to him, the said W. B. Sneed, ^{together with his wife} did, to wit: on the 30th day of April 1866, execute a deed purporting to be in consideration of the sum of thirty two hundred ~~fifty~~ ^{dollars} of Bargain and Sale, to William B. Jones of the County of Warwick, for the Real estate belonging to said Sneed, described as a tract of Land, containing ninety six acres, more or less, situate on Chuck-atuck Creek, and known by the name of the Addison farm, and adjoins the Lands of the heirs of John Gray and others, which deed was admitted to record in Nausemond County Court Clerk's office on the 1st day of May 1866, - a duly certified copy of which deed is filed herewith & marked (H.).

Your Complainant says, that the said deed was without valuable consideration, and was intended to delay, hinder and defraud Creditors, and particularly and especially Your Complainant, notwithstanding the declaration in the letter of said Wm B. Sneed of date of 16th Dec. 1865 that "you will find no shuffling in me", and notwithstanding

the declaration made ^{9.} a few days before such pretended sale, to wit: in the letter of 4th April 1866 (exhibit C). "That I told him (Lee) that my signature was to the bond and that was security enough" -

That on the said 4th of April 1866, a few weeks before such sale or pretended sale, the said Sneed did own the said Land, notwithstanding his declaration in his ^{2^d} letter of said 4th April 1866 "That I don't own one foot of Land" -

That no such sum as thirty two hundred and fifty dollars was paid by said Wm B. Jones to said Sneed for said Land, that no such sum or any other sum was ever intended to be paid, and your Complainant now calls on said W. B. Sneed and said Wm B. Jones to say whether any such sum was paid, or intended to be paid - whether the execution recording of said deed was not intended to make the impression that such sale had been made whilst at the same time the said Jones was to recover the same to said Sneed at some future day - That if any such sum was paid when & how and in what currency, and how appropriated, and whether it was not so understood by and between them the said Sneed and Jones, that the said Land or its proceeds, if sold, should inure to the benefit of said Sneed. - Your Complainant

further says that since this suit has been brought and process served on said Sneed, a deed from said Jones to said Sneed dated 17th Sep. 1866 has been received conveying said land to said Sneed, furnishing proof of the attempted fraudulent arrangement, a copy of which is filed herewith and

marked (1). and your Complainant
further says he has obtained no judgment at
Law on his said debt, but that by Law (Code
page 736 sec. 2) he is not required to do so,
and that he is, before obtaining a judgment or decree
for his claim entitled to institute a suit to avoid
such conveyance and pretended sale, as he might
have done after obtaining such judgment or decree;
and that he is entitled to have all the relief
in respect to said estate which he would be
entitled to after obtaining a judgment or decree
for the said claim — Your Complainant
therefore prays that such conveyance and
pretended sale may be set aside, and
the same declared null and void, and
that the said Land may be sold and the
proceeds applied to pay your Complain-
ants' demand —

In Consideration whereof and as this
Court has power to grant all proper relief.
Do the law therefore your Complainant prays
that W. B. Sneed, William B. Sner,
Dr. C. Meador and Jas. J. Phillips, as
Executor of said Wm D. Betts decd. may
be made respondents hereto, and that each
may be required on oath to answer the alle-
gations and Interrogatories herein set
forth specially and particularly — That
a proper account of said Jas. J. Phillips

as executor of W^m D. Bitts aforesaid may be
had and that any assets in his hands may
be applied to pay your Complainants' demands,
(and that all further (and proper) relief may be
granted consistent with equity &c.

John R. Kilby p. q.

Kilby p. 4

P. H. Lee

n { Rice

Wm B. Inead sal:

Nam? cir... cr.

P. H. Lee

vs Chy. Notes

10m 3. Smead Lal.

1867. Jan'y: 18th: Sum't in Chy: issued.

" Feb'y: 4th: Continued for Bill

" March 6th doth

" April 3^d "

" May 6th: Bill & Exhibits filed

" Conditional Decree is deft.

" June 3^d: Conditional Decree confirmed & Cause set for hearing,

on mo: of Plt'sr: Counsel.

" Octo: 15th Dismissed

Chy: Notes