

1871-058

SOUTHAMPTON COUNTY
CHANCERY PAPERS

STEPHENSON'S ADMINISTRATOR et al vs. BARRETT

8/1871

other SURNAMES: Pope

Stephenson adm^d

~ } Stat. Rules

Barrett

Clk

// 6.57.

Sh

50

Law 1st

16.00

// 23.07

In Southampton County Court

A.P. Pope ~~both in his own right & as~~ adm^r of A.W. Stephenson. Rufel P Pope
both as administrator of A.W. Stephenson de^d and in his own right as heir at law &
Joseph B. Pope an infant who sues by A.P. Pope his next friend Plffs.
against
R Cadmus Barrett Deft.

1871 Feby 27 Summons $\frac{1}{2}$ issued
" March R Sum. Ret^d Ex² Bill filed $\frac{1}{2}$ D mini & Deft.
" Apr " Bill taken for confessed & ans
" May " Cause set for hearing
" " J. Decree as filed for sale
" Aug - Decree final.

Septimus

Bill
3
3

Barnet

1871 March Rules

To the Honorable Joseph W. Magrath judge of
the county court of Southampton in chancery
sitting

Humly complaining your orator H. P. Pope administrator of Abner R. Stephenson and
Rupel P. Pope both as administrators of Abner
R. Stephenson decd and in his own right as heir
at law and Joseph B. Pope an infant who sues
by H. P. Pope his next friend shew unto your
Honor that about November 1870 Abner R.
Stephenson of Southampton County departed
this life intestate and leaving two of your
orators to wit Rupel P. Pope and Joseph B. Pope
sons of H. P. Pope his distributees and heirs
at law and leaving considerable estate both
real and personal that H. P. Pope and R. P.
Pope qualified as his administrators in the
county court of Southampton given bond in
the sum of \$25000 with ample security
all of which will more fully appear by
a certified copy of the order herewith filed
marked A and prayed to be taken as a part
of this bill

Your orator state that Abner R. Stephenson
in his lifetime to wit on the 1st of January
1870 by a contract in writing with R.
Cachins ^{Barnett and} signed by both of them and which

contract is recorded in the clerk's office of Southampton County and a certified copy of which is herewith filed marked B and prayed to be taken as a part of this bill sold to the said R. Cadmus Barnett a part of a tract of land recently bought of B. E. Worrell for which the said Barnett was to pay to the said Stephenson two thousand dollars the said tract of land containing four hundred and thirty acres more or less and that Barnett executes to Stephenson three bonds in the sum of six hundred and sixty six dollars and sixty six and two third cents each the 1st bond due the 1st of January 1871 the second due the 1st of January 1872 and the third due the 1st of January 1873 all dated the 1st of January 1870 and carrying interest from date, It was stipulated agreed between the parties to the said contract that in the event the said R. C. Barnett should fail to pay to the said Stephenson or his heirs or legal representatives the first or either of the three bonds as they fell due, then and in that case the said A. K. Stephenson reserved and claimed the right to sell the said tract of land for cash by giving twenty days notice at three or more public places, and in case the said R. C. Barnett should pay each and all of the three bonds above described as they fell

due, then and in that case the said Stephenson promised and bound himself his heirs or assigns to make to the said R. C. Barnett a good and warrantable deed to the said tract or parcel of land.

Your orator states further that the first bond fell due on the 1st of January 1871 and that the administrators H. R. Piper and R. P. Piper have applied to R. C. Barnett for payment of the same and that he has refused and failed to pay the same, whereby the contract of sale has been broken or forfeited by the said Barnett and the right has accrued to your orator as representative and heir at law of the said Abner K. Stephenson to have and demand a sale of the said tract of land,

Your orator states further that this is not being a sealed instrument and one of the heirs at law of Abner K. Stephenson to wit Joseph B. Piper being a minor nothing can be done without the aid of a court of equity. Your orator states further that as far as they can ascertain R. C. Barnett is in failing circumstances and they have no hope that he can comply with this contract. They are willing and anxious on this point to comply and are willing to make him

a decree as soon as he pays the bond
that Joseph B. P. The minor is now nearly
twenty years old and will be of age before
the last bond falls due, but if the said
Barnett claims to pay all the bond before
they fall due the court will appoint
a commissioner to make him a deed such
as his contract demands.

In further consideration whereof and inasmuch
as your orator is entitled relief ^{at law} ~~in equity~~
and only entitled to relief in a court of equity
where such matters are peculiarly cognizable
they therefore pray that R. Cassius Barnett
may be made a party defendant to this
bill that the court would compel him to
face and perfect answer made to the
allegations therein contained as if he had been
summoned on oath, and specially interrogated and
that he answer especially whether he has paid
the 1st bond that was due on the 1st of January
1871 and that if he does pay the said bond
by the time this suit is returned for hearing
and claims to pay all that the court would
appoint a commissioner to make him a deed
but your orator asks the court if ^{he} does not
pay the 1st mentioned bond by the time
this suit comes on to be heard, then that
the court would decree the sale of the

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said land as such mortgage exists as
to it may come out and the payment
of your orator's bond as they give due
and should there be any surplus that
it may be paid over to R. C. Barnett
and that the court would grant such
other and general relief the premises as
equity may dictate and the nature of
their case may require and as in duty bound
your orator will ever pray.

Thomas J. G.

Stephenson's Adm. v. B.

vs 3. Decm

Barnet

To be entered

W. W. ynhart Judge

1871 May Term

Stephenson's claim was
for 3 Decm
Barnett

This day this cause came on
to be heard on the plaintiff's bill taken for
compens as to the defendant R. Cadmus Barnett
and the exhibit filed and was argued by
counsel. On consideration whereof the court
doth adjudge order and decree, That if the
said R. Cadmus Barnett shall within sixty days
after the making of this decree pay to H. P. Pope
and Rufus P. Pope administrators of Abner R.
Stephenson the sum of two thousand dollars
with interest thereon from the 1st of January
1870 and the costs of this suit then Wm B Shands
who is hereby appointed special commissioner
for that purpose shall make him a deed
for the four hundred and thirty acres of land
purchased from Abner R. Stephenson but if on
the expiration of the sixty days the said R.
C. Barnett shall have failed ^{to pay} the said sum of
money and costs as directed then the said
Wm B Shands after having given at least
thirty days notice of the time and place of
sale by advertisement at the court house
and some place in the immediate
neighbourhood of the land proposed to sell at
Jerusalem on some county court day at public
auction to the highest bidder the said tract of
land on the following terms to wit, cash six
hundred and sixty six dollars and sixty six and
two third cents and interest ^{thereon} from the 1st of January
1870 and enough besides to pay the costs of this

cost and expenses of sale, and take from the
purchase for the residue of the purchase money
two bonds of equal amounts with approved
security carrying interest from day of sale on
~~payable~~ payable the 1st of January
1872 the other the 1st of January 1873 retaining
the title until the further order of this court
and return the bond along with his report to the
court in order to a further decree.

But the said Mr. B. Shances shall make no sale
unless this decree until he shall have executed
a bond in the clerk's office of this court in the
sum of two thousand dollars conditioned for
a faithful performance of this and any other
duty which may or will come in this case.

Thompson's Admⁿ vs

vs 3 Dec

Barnett

To be entered

J. W. Morgan Judge
August Term 1871

Stephenson's claim is all
as 3 Decr
Barrett

This day This cause came on
again to be heard on the papers formerly read
and the report of Special Commissioner Wm
H. Shames who was appointed to see R. C.
Barrett land and to which no exceptions
have been filed and was argued by counsel
on consideration whereof the court doth
adjudge order and decree that the said
report be confirmed and it appearing that
there is nothing further to be done in this
cause the court doth order the same
to be removed from the docket

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you to summon

R Cadmus Barrett

if *he* be found within your bailiwick, to appear at the Clerk's Office of our County Court of Southampton County, at the Rules to be holden for the said Court, on the first Monday in *March next to answer* *a bill in chancery exhibited against him in our said Court by* *Rufel B. Pope* both in his own right and as administrator of *A. R. Stephenson* dec'd & *H. P. Pope* also as administrator of *Almer R. Stephenson* dec'd & *Joseph B. Pope* an infant who sues by *H. P. Pope* his next friend

And have then there this writ.
Courthouse, this *27* day of
the Commonwealth.

Witness, OSWIN WHITE, Clerk of our said Court, at the
February A. D., 1871, in the *95* year of

Oswin White cl

G. W. Vick appeared before me a Commissioner
in Chancery and made ^{oath} that he did deliver to R. C.
Burrin a true copy of the within summons Feb'y 27th
1871-

James R. Taylor, Commissioner

Stephensons dr's

& J. S. and Chy

March

1871. March Rules

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Stephenson's Adversaries
vs 3 Commissioners
3 Report
Bamett

1871 Aug. 15

Stephenson's administration

as 3
Barnett

Commissioner's Report

The undersigned commissioner has
been to report that R. C. Barnett failed
to pay to Stephenson's administration the bonds
mentioned in the decree in sixty days and
that in pursuance of the said decree of
May term 1871 he advertised the said land
for sale but in the meantime R. C. Barnett
sold the land privately to James T. Hill
for \$2500 and that the undersigned united
with R. C. Barnett and made a deed
to James T. Hill who paid the said
\$2500 and that your commissioner paid
to Stephenson's administration the sum of
\$2126 the amount of the bonds due
and returns three hundred receipts
all of which is respectfully submitted by
Wm B Shames Commissioner

R L Barnett
Note

To A R Stephens

Paid Aug 3 1871

H. R. Pope Adm.
of A. R. Stephens

On Demand the 1st day of January 1831. with
interest from date, I Promise to pay Abner K.
Stephenson Six Hundred & sixty six ¹⁰⁰ dollars
for value received, Witness my hand and
seal this 1st day of January 1830

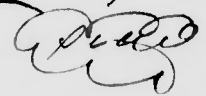
R. Adams Bond Seal



R. L. Barrett
Vote
To A. R. Stephenson

Paid, Aug 1/71
H. R. Pope Agent of
A. R. Stephenson & Co.



ON Demand the 1st day of January 1872
with interest from date, I promise to pay
Abner K Stephenow Six Hundred & 44th Six
& 66th 100 Dollars for value received. Witness
my hand and seal this 1st day of January 1870
R. Ladmus Bando 

R. C. Barrett
Notes

To c. A. H. Stephenson

1871 Aug 15th Red River

H. R. Paper Adm
of A. H. Stephenson

On Demand the 1st day of January 1873.
with interest from date, I promise to pay
Aber & Stephenson Six Hundred & Sixty
Six & 66/100 Dollars for value received.
Witness my hand and seal this 1st day
of January 1870.

R. Cadmus Bantle Esq



Memorandum
for
Clark

Memorandum for Clerk

Copy 86 P. R. P. Paper order to qualify as
agent of A. K. Stephenson A

Copy the contract between A. K. Stephenson
and R. C. Bennett made 1st Jan'y 1890
for sale of land IB
and file in papers with him
Shands

Stephenson
and } Agreement
Barrett

Southampton County, State of Virginia January 1st 1870

This is to certify that I, A. R. Stephenson of said County State have this day sold to R. C. Barrett of said Co. State a portion, or a part of a tract of land, recently bought of Benj. E. Worrell of said County State for which said R. C. Barrett is to pay said Stephenson two thousand dollars (\$2,000) the said tract of land containing four hundred and thirty acres, more or less, and for which land said Barrett has executed to said Stephenson three bonds amounting to the aforesaid two thousand dollars (\$2,000) in three equal installments of Six hundred & Sixty six dollars Sixty six & two third cents (\$666. 66²/₃) One and the first bond due the first day of January one thousand eight hundred & seventy one, the second bond due the 1st day of January 1872 & the third bond due the 1st day of January 1873, and all and each of said bonds are dated the 1st day of January 1870, and all and each of them draw interest from date.

Now be it known to R. C. Barrett, his heirs, Executors & that in case the said R. C. Barrett, or his heirs, Executors & for him, shall fail to pay to said A. R. Stephenson or his heirs, or legal representatives the first, or either of the three bonds as they fall due, then and in that case the said A. R. Stephenson reserves & claims the right to sell the said tract of land for cash by giving twenty days notice, at three or more public places -

And in case the said R. C. Barrett or his heirs or legal representatives for him shall pay each and all of the three bonds above described as they may fall due then and in that case the said A. R. Stephenson promises & binds himself, his heirs, Executors & to make to the said R. C. Barrett a good and warranted deed to the said tract or parcel of land before described -

Witness our hands this the above day & date -

A. R. Stephenson

R. Cadmus Barrett

Southampton County In the Clerks Office January the 8th 1870.

This agreement between A. R. Stephenson and R. Cadmus Barrett was this day acknowledged by the said A. R. Stephenson and R. Cadmus Barrett to be their act and deed and admitted to record. Stamps of the Int. Rev. of the United States to the amount of twenty five cents being affixed thereto and duly cancelled -

Teste James R. Tyler D.C.

A Copy, Teste. Edwin White Ck

Stephensons adv^s

to } Com^d. Bond

Barnett

KNOW ALL MEN BY THESE PRESENTS, That we

Wm B. Shands

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Two thousand dollars, good and lawful money of Virginia, to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally firmly by these presents. Sealed with our seals and dated this 17th day of July A. D. 1871.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound *Wm B. Shands* as Commissioner under a decree of the County Court of Southampton County rendered on the 15th day of May, 1871 in a chancery suit therein pending between H. P. & R. P. Pope admors of A. R. Stephenson plffs. & R. Cadmus Barr M Deft

under the said decree and any other decree which may be rendered in the said cause

shall faithfully discharge the duties of his said office or trust according to law, then the above obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and delivered }
in presence of ~~the Court~~.

Wm B Shands [SEAL.]

G. W. Vick [SEAL.]

[SEAL.]

[SEAL.]