

1872-053 SOUTHAMPTON COUNTY
CHANCERY PAPERS

CONGDON & al vs. PRETLOW and Wife

1/1872

other surnames: Crenshaw

Congdon's

vs } Decree
 Petlow's wife

Nov. 23rd 1870

To be entered

J. W. Myphart Judge

1870 Nov. Decree.

To the Hon. Joseph W. Ungahart, Judge of the County
Court of Southampton County -

In Chancery

Humbly complaining shew unto your honor
your Orators, Gilbert Congdon, of legal age, and Gil-
bert A. Congdon a minor, who sues by the said Gil-
bert Congdon, his next friend, and respectfully represents,
as follows -

That many years since the said Gilbert Congdon
intermarried with Elizabeth Crenshaw, daughter of
Nathaniel C. Crenshaw and Ann Crenshaw, and had by
virtue of that marriage lawful issue. The said Gilbert
A. Congdon only ^{that since that time the said Elizabeth Congdon} has departed this life also -

That the said Nathaniel C. Crenshaw and Ann his
wife had and left at the time of their death in addition
to the said Elizabeth Congdon, another child to wit: Mary
J. D. Crenshaw, who has since intermarried with
Jordan D. Prettlow -

That the said Elizabeth Congdon wife of the said
Gilbert and the said Mary J. D. Prettlow wife of the
said Jordan D. Prettlow, inherited as the only heirs
of the said Ann Crenshaw, a certain tract of land ly-
ing in the County of Southampton and bounded by
supposed to contain 100 Acres more or less,
and bounded by the lands of Oswin White, Mr.
Mahone, John McClenney, W. Wester and James
Griffin, which said land has upon it no buildings
and is in the opinion of your complainants in-
capable of a division in kind, consistent with
the interest of all parties -

As your Orators are desirous of having a division
of said land, they therefore humbly pray that
your honor would make the said ~~the~~ J. D. Prettlow

and Mary his wife, parties Defendants to this bill,
and require them, true and perfect answers
to make to its allegations &c. -

That your honor would either upon the report
of Commissioners or upon evidence taken in open
court, ascertain whether the said real estate can
be divided in kind, consistent with the inter-
est of all parties concerned, and decree ac-
cordingly.

That your honor would grant such other
and general relief, the premises considered as
equity may dictate and the nature of the case
may require, and your orators will ever pray &c
May it please the court &c.

Kindred p.q

The joint and several answer Jordan D.
Pretlow and Mary his wife to a bill filed against
them in the County Court of Southampton, by
Gilbert Congdon and Gilbert A. Congdon,

These Defendants for answer to so much
of the Complainants bill as they are advised
is material for them to answer, say that
they have no objection to the decree prayed
for by the said Complainants, but on the
contrary do themselves desire a division of
the real estate in the said Complainants
bill mentioned in such manner as may
be most consistent with the interest of all
parties concerned.

And having answered they pray to be hence
dismissed with their reasonable costs &c.

Kindred P.D

Congdon's
vs } Decree
Pretlow & wife

This Cause was this day docketed by leave of Court and consent of parties, and by the like leave and consents was heard on the bill, the answer of Defendants with replication thereto and ~~was~~ ^{examination} argue the ~~depositions~~ of witnesses taken in open court and was argued by Counsel; on consideration whereof the Court doth adjudge order and decree that being of opinion that the real Estate in the proceedings mentioned is incapable of being divided in kind consistent with the interest of all the parties concerned, doth adjudge, order and decree that Geo I Kindred sell at public Auction after having duly advertised the same.

The real estate in the proceedings mentioned to wit: The Tract of Land belonging to Jordan D. Pretlow & wife, and Gilbert Congdon and Gilbert A. Congdon, lying in the County of Southampton supposed to contain about 400 acres, and bounded by the lands of Oswin White, William Thane, Bro. McClenny, William Wester, and James Griffin, upon a credit of twelve months, except enough in cash to defray the expenses of obtaining and executing this decree. The purchaser giving bond with good personal security, and the title to be retained till the whole purchase money is paid.

But the said Commissioner shall not proceed to execute this decree until he shall have given in the clerk's office of this Court, ~~the~~ bond, with sufficient personal security, in the penalty of Three thousand dollars, conditioned for the faithful performance of his duties as such Commissioner. And the said Court is directed to report to Court in order to a final decree.

Southampton County Court - August term 1871

Leongdon's
vs
Reflow wife

This cause this day was again heard on the papers for mealy read together with the Report of Special Commissioner Jno I. Kindred made in pursuance of Decree of November term AD 1870, ~~to which Report~~ and this day filed by leave of Court to which Report there being no exception or objection the same is hereby confirmed: And it further appearing to the Court ~~that~~ upon depositions taken in open Court that since the last decree in this cause the said Gilbert Leongdon one of the said 'Plaintiffs', has departed this life leaving his son the said Gilbert A Leongdon and the said Mary I. D. Reflow and Jordan D. Reflow her husband the only parties now interested in the said real estate which has been sold: that is to say one half to the said Gilbert A. Leongdon and the other half to the said Mary I D Reflow and Jordan D Reflow her husband: And it further appearing to the Court ~~that~~ in like manner that the said G. A. Leongdon and the said Mary I D Reflow & J D Reflow her husband hold and are seized of in like manner, jointly, one equal share to each the said Reflow wife and the said Leongdon, certain real estate in the city

of Richmond Virginia, which is known as the
"Metropolitan Iron Works": and whereas it
further appears to the Court that since the death
of the said Gilbert Congdon one William Wood
has qualified as guardian to the said Gilbert A
Congdon ~~who~~ and the said Wood is accordingly
substituted as next friend to the said minor
and in his name this suit will hereafter be
conducted: And it being represented to the
Court that both the parties interested in the
fund, that is, the net proceeds arising from the
sale of the said real estate, are desirous and
anxious that the whole of the same should
be invested and appropriated to the re-
pairs and improvement of the said Iron
Works: The said Jordan & DeFlow is hereby
authorized and ordered so to appropriate
the same or so much thereof as in his judg-
ment may be necessary, taking receipts
for each item of such repairs, which the
said John L. Kinred ~~who is~~ is ordered and di-
rected to receive in payment of said bond
for said purchase money.

And the said Commissioner is ordered to report
to the Court in order to a final decree.

Congdon's
W.
The Iron Works
Decree
to be entered
W. J. Kinred
August 1871

Leongdon

11 3

Pit Flow

Decree

1872-January term

To be entered

J. W. Mynhaert Judge

County Court of Southampton County

Longden }
vs } decree
Reflow }

This cause was again heard
this day on the papers formerly read, and
the report of Commissioner No 1 Kinred
this day filed by leave of Court, and having
been made in pursuance of an order
entered in this cause at the August
term AD 1871, and was argued by counsel:

On consideration whereof the Court con-
firming said Report with a judge order
and decree that the said Commissioner
execute a Deed, with special warranty,
to the said Jordan & Reflow, granting
and conveying all of the two tracts of
land in the proceedings mentioned.

And there appearing nothing further nec-
essary to be done in this cause the same
is dismissed from the docket, subject to be
restored on the motion of any party interested.

Longdon's
as
Re How Thwif
Report of Comⁿ

August term 1871

To the Hon Joseph W. Wigham
Judge of the County Court of Southampton County

The undersigned who was appointed by a Decree of the said Court at the November term AD 1870, to make sale of the real estate mentioned in a certain suit in Chancery pending in said Court the style of which is Leighton vs Pettus wife begs leave to report, as follows: that after having duly advertised the said real estate as directed by said decree together with another small parcel of about sixty acres more or less belonging to the same parties and in the same right, all lying in the said County, he sold the same for the sum of One thousand dollars, J. Deason Pettus becoming the purchaser, for that amount nett, the said Pettus paying all the expenses incident to the said sale in addition to the said sum of one thousand dollars — that the said J. D. Pettus has executed to the undersigned Commissioner as aforesaid his bond for the said sum with sufficient personal security, in pursuance of said decree —

All of which is respectfully submitted

Jno J. Hendred
Special Commissioner

London
27 3
Re Flow

Commissioner's Report

Filed Jan term 1872

To the County Court of Southampton County

Longdon's
vs
DeFlow

The undersigned, a Special Commissioner appointed by a former decree of the Court to sell the real estate in the proceedings mentioned, and ordered by a Decree entered at the August term thereof A.D. 1871, to accept from Jordan DeFlow, the purchaser of the said real estate, receipts for the whole purchase money, to wit one thousand dollars, as payment for the same provided the said purchase-money should be expended by him in repairing the "Metropolitan Iron Works" in the city of Richmond, reports (that is the said Commissioner) that the said DeFlow has exhibited to him receipts for the said sum of \$1000.00 cents, by Mrs. A. Glazebrook & V. B. Clutter for repairs to the said Iron Works, which seemed to the undersigned to have been judiciously expended, in repairing & enlarging the said Iron Works. And the undersigned therefore reports a payment in full for the land in the proceeding mentioned.

Respectfully Submitted

Jos J. Kindred
Commissioner



William Wood & Co.

PUBLISHERS,
Booksellers & Importers.

New York, June 27 1871

Dear Friend

J. D. Rettow

I have concluded
that it will be best to accept
thy proposition to buy Gilbert's
interest in the land in Southamp-
ton Co. Va. for \$500. & invest
the same in improvements on
the Richmond Foundry - paying
me the proportion of rent due
this amt. until Gilbert's majority.
Please tell me the rent of the
Foundry - its present value - & the
nature of the proposed improvement -
also what sum will be due on
the \$500.

I have just removed my
place of residence & in future may

be found at 129 East 61st St. when
wife & I will be very glad to see
them & thy wife if you ever get so far
north. — P.O. address not changed.

Send Social Hours by Mail.
don't know of a book containing
the hymn ref'd to although the
hymn is familiar — I return
yrs & herewith. —

Kind regards to thy wife
sincerely thy frd.

Orrett S. Snow

Douglas

to } Com. Hon D

Pretlow & Alife

Know all men by these presents that we John I Kindred

are held and firmly bound unto the Commonwealth of Virginia in the just and full
Sum of three thousand _____ Dollars
to the payment whereof well and truly to be made to the said Commonwealth we bind
ourselves, our heirs, executors and administrators jointly and severally firmly by these presents
Sealed with our seals and dated this _____ day of _____ A.D. 187

The condition of the above obligation is such that whereas by a decree of the
County Court of Southampton County rendered on the 22nd day of November 1870. in a
Suit in Chancery therein pending between Gilbert Congdon & Gilbert A Congdon a
minor who sues by the said Gilbert Congdon his next friend _____ Plaintiffs and

Jordan D Prellow Illife _____ Defendants
the above bound John I Kindred _____ was appointed Commissioner to make
sale of certain real estate in the said decree described _____

Now if the said John I Kindred _____ Shall faithfully discharge the duties
of his said office or trust according to law as Commissioner under the said decree & under
any other decree which may be rendered in the said suit then the above obligation to be
void or else to remain in full force and virtue

John I Kindred (Seal)

J. B. Prellow (Seal)

(Seal)

(Seal)