

1896 - 08

Southampton County - Chancery

Land, E. P.

vs

Council, Joseph et al

To sell property and
proceeds applied in judgment

Council, Nancy

2. P. Bond 1. 37
vs $\frac{1}{2}$ In chancery
Joseph Council ex. al.

Bill of Complaint

Feb: Rules

To the Hon. C. W. Hill Judge of the Circuit
Court of Southampton County, Virginia:

I am complainant E. P. Land
humbly complaining doth respectfully represent
that at the last term of this Court he obtained a
judgment against Joseph Council of said County
for \$21.46, costs and interest amounting at this time
to about \$33 which will more fully appear by an
abstract from the record herewith filed as an exhibit,
marked "A" and asked to be read as a part of
this bill. This judgment is yet due and unpaid.
While the suit was pending on which said judgment
was had, in anticipation that such judgment
would be recovered, the said Joseph Council,
with the object and intent to prevent said
complainant from realizing any thing from the
defendant's property, attempted to convey by deed
dated Sept. 14th 1887 to Nancy Council who is the
wife of said Joseph Council all his property con-
sisting of two farms near the N. & W. R. R. in said County,
containing more than 550 acres and all his chat-
tel property which more fully appears by a paper
purporting to be a deed herewith filed as an exhibit
marked "B" and asked to be read as a part
of this bill. I am complainant alleges and
charges that no consideration whatever passed
from said Joseph Council to said Nancy Council

for the said deed; that the same was made to hinder, delay and defraud your complainant; that the said Joseph Council on the said 14th day of Sept. 1887 and long before that ^{Time} was the husband of said Nancy Council, then and now living together in the relation of husband and wife; that said conveyance is a post-nuptial settlement of the whole estate, both real and chattel, of the husband upon the wife and that too without consideration: And your complainant is advised and here states that he is entitled to have said deed set aside and the property therein subjected to the payment of his said judgment.

In tender consideration whereof and for as much as your complainant is reminded of some in a court of equity where such matters are alone and properly cognisable, he prays that said Joseph Council and Nancy Council may be made parties defendants to this bill of complaint and required to answer the same, but an answer on oath is hereby waived. And your complainant prays that said deed may be set aside and the property therein embraced subjected to the payment of his said judgment, that said personal or chattel ^{property} be exposed to sale and the proceeds thereof be applied to said judgment and if this is insufficient then to rent or sell the real estate therein embraced and apply

the proceeds thereof to the costs of this suit and
the payment of said debt; that said defendant
and he be required to take notice that the
court will be asked to allow the attorney
presenting this suit a reasonable fee
in addition to the fee allowed by law. That
all such other and further general relief be
afforded your complainant as the nature of
his case may require or shall seem meet to
equity and good conscience. And he will
ever say - Let a subpoena go:

W.S. Halland p.g.

E.P. Land x

Virginia,

County of Southampton to wit:

I, John J. Turner a Justice of
the peace in and for said County and State do certify
that E. P. Land whose name is signed to the foregoing
bill in Chancery come before me in my said County and
made oath in due form of law that the statements
contained in the foregoing answer are true so far as
made of his own knowledge and so far as made upon
information derived from others he believes to be
true. Given under my hand this 30th day of
January, 1888.

John J. Turner J.P.

Know all Men by these Presents, That we J. H. Williams
and E. P. Land

are held and firmly bound unto the Commonwealth of Virginia, in the sum of

one hundred Dollars,

to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our Homestead Exemptions as to this obligation, and any claim or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State. Sealed with our seals, and dated this 19th day of July one thousand eight hundred and ninety.

The condition of the above Obligation is such, That if the above bound

J. H. Williams

shall faithfully perform the duties of his office or trust, as Special

Commissioner

under a decree of the Circuit Court of the County of Southampton, pronounced on the 29th

day of November, 1889, in the suit therein depending under the name and

style of "Land v. Council Ship"

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in

the presence of

J. H. Williams
E. P. Land

SEAL

SEAL

SEAL

In the Clerk's Office of the Circuit Court of the County of Southampton:

This day E. P. Land

surety on the above bond, made oath before me B. F. McLeone, Clerk of the Circuit Court of the County of Southampton, that his estate after the payment of all his just debts, and those for which he bound as security for others, and expect to have to pay is worth the sum of one hundred dollars; whereupon the said bond is admitted to record according to law.

Given under my hand this 19th day of July 1890.

Teste: B. F. McLeone Clerk.

Land

142

4" } Stat. Rules
3 }
Councib + al:

E. P. Land — Plffs
against
Joseph Counce }
+ Nancy Counce } Defs.

1888. Jan'y 31. Sum: ip? to February Rules

" Feb: Rules: Sum: ret^d Executed. bills &
Exhibits filed. decree nisi &
Defs -

" Mch " bill taken for confessed &
Caus^d set for hearing.

Land
vs E. In chng
Council et al.

Exhibit filed
with the bill -

A

In Southampton Circuit Court,

~~Nov~~

Term, 1888

E. P. Land

Plff.

Against

In Debk

Joseph Councils

Deft.

Judgment for the Plaintiff against the Defendant for \$ 21. ⁴⁶ with
legal interest thereon from 15 day of May, 1884, till paid,
and costs, \$ 8. ⁴¹ Homestead waived -

Extract.

Teste:

B. F. M. Leonard C. C.

81 va p. 317
and losses cited.

Council
To $\frac{3}{3}$ Deed B. & S.
Council

Henry -

"B"

Fees	75
Postage	04
	79
by Cash	50
	29 [¢] ch W.S.H.

Exhibit "B" filed
with the bill in
Land E.P.
vs
Council for. et al

This Deed made the 14th day of
September one thousand eight
hundred and eighty seven be-
tween Joseph Council of the
county of Southampton State of
Virginia of the first part and
Nancy Council of the second
part Witness; That the said
Joseph Council of the first part
doth grant with general warranty
unto the said Nancy Council
party of the second part for and
in consideration of eight hun-
dred dollars the following prop-
erty to wit: All of those tracts
or pieces of land situated ly-
ing and being in the coun-
ty of Southampton State of
Virginia and bounded as
follows - Three hundred and
forty nine acres of land
bounded on the North by
land of Norfolk & Hester Rail
Road on the East by land of
Emeline Johnson, on the
South and West by land of
James W. Harrell - Two hun-

fred and four acres of land,
bounded on the North by
land of John Cook, on the
East by land of James W.
Hearrell, on the South by
land of Thomas D. Braykin,
on the West by the land
willed by Pat. Doles to his
grand sons John - Julian
& Robert Doles - also all my
chattel property of every kind
whatsoever -
Witness the following signature &
seal

Joseph ^{his} Council 
mark

State of Virginia
County of Southampton to wit:
I K. W. Vignehart a Notary Pub-
lic in and for the said
county in the State of Virginia
do certify that Joseph Council
whose name is signed to the
writing above bearing date
on the 14th day of September
1887 has acknowledged the same
before me in the County afore-
said - Given under my

land this 14th day of September 1887

H. W. Uguhart N. P.

Southampton County, In the
Clerk's office Sept-16th 1887

The foregoing deed of bargain and
sale from Joseph Council to
Nancy Council, was this day
received, and with the certifi-
cate annexed, admitted to
record.

Testo

B. F. McLemore C. C.

A copy

Testo: B. F. McLemore C. C.

Land 108
vs. ^{Sum} Sum

Council et al:

1888. Feby Rules Lib. 108

Executed Feb. 6th 1888
by delivering a copy
of this summons to
each of the with
named parties.

A. F. Cobb depts for

J. V. Williams
shpp

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON

*Joseph Council and
Nancy Council*

to appear at the Clerk's Office of our Circuit Court of Southampton County, at the Rules to be
holden for the said Court on the first Monday in *February* next, to answer a bill in
chancery exhibited against *them* in our said Court by *E. J. Land*

And this *they* shall in no wise omit; and have then there this writ.

B. J. McLenore
Witness, ~~J. B. Prince~~, Clerk of our said Court, this *21* day of *Jan'y*.

188*8*, in the *112* year of the Commonwealth.

Teste B. J. McLenore

C. C.

Whitakers N.6

June 15th / 89

Mr. B. F. McLenore

Dear Sir,

I have now instructed you to make the Judgment I obtained V.P. - Jrs. Council, satisfied. Please do so. I have just recd. a letter from Mr. J. W. Williams asking me to attend to it at once. Hope you and yours are well. With best wishes.

I am your friend
C. Land

Law
 4th
 Council } Statement of Costs.

Sum: 20. 2 copies 20. receipt 18. atty 10. Dock 18
 Rules 1.00 Ent: return 35. filing bill 15. filing Ex
 15. Copying Ex 1.04. deince + Copy 76. Taking Costs
 40. Execution 50. receipt 18. Abstract of decree
 25. Judgment 36. filing away papers 25.

Clerk \$6.25

Shff 1.00

Lawyer 16.50

Future Costs - 2.50

Com: Law. " 8.41

34.66

Land & P.

vs. $\frac{1}{2}$

Jb. Council & wife

This Cause come on this day to be heard on the bill taken for confessed, the defendants failing to appear plead, answer or demur~~or~~ and on exhibits filed with said bill and was argued by Counsel on consideration whereof the Court being of opinion and doth decide that the ~~conveyance~~ ~~deed~~ from Joseph Council is a post-nuptial settlement and is null and void as to the creditors of said Joseph Council at the time of the execution of the deed filed with the bill evidencing the said Conveyance and the said deed is hereby set aside and annulled as to said creditors whose debts are prior to the execution of said deed:

And the Court doth further adjudge order and decree that Joseph Council pay the costs of this suit, the debt in the bill mentioned with all accrued interest thereon and in case of his failing so to do for thirty days from the rising of this Court, then in that event the clerk of this Court is hereby ordered to issue an execution in favor of the plaintiff against said Defendant Joseph Council for the costs and debt of

said returnable in sixty days and that said clerk put said execution in the hands of the Sheriff of Southampton County, and should said execution be returned not satisfied in part or in whole then the court doth order adjudge and decree that said Sheriff J. W. Williams or his successor in office who is hereby appointed a Special Commissioner for that purpose proceed to rent the lands in the bill and exhibits mentioned for one year payable at the end of said year taking from the rentals a bond with good security therefor and make report to Court of his doing under this decree as said Special Commissioner, but before said Special shall enter upon the discharge of his duties as such he shall enter into bond before the Clerk of this Court with surety deemed sufficient by him in the penalty of one hundred dollars payable to the Commonwealth of Virginia and conditioned for the faithful performance of his duties under this and all subsequent decrees hereunder.

To and

as

to annuall

Deane

March 25th 1896

To be entered

Robert Huntis

Entered

Page 72-

Lo and

vs

Barnall

On motion of the complainant ^{It is ordered} this
suit be stricken from the docket with the
privilege to any party in interest to reinstate
the state the same ^{on good cause} within one year.