1901 - 26 Southampton County Chancery Webster, S. L. & Son vs Newsom, T. D. et als

"Lands to be sold
and proceeds subject
to payment of Judgment"

Webster, S. L.
Webster, Noah

Newsom, Clara C
McLemore, B. F. Adme
Est.
Newsom, O. D.
Decd

Webster, S. L. & Son
vs }
Newsam, et als

Bill & Exhibits.

1898. 2nd Sept. Rules filed

L. A. Gay C.C.

To the Honorable R.R.Prentis,Judge of the Circuit Court of Southampton County,Virginia.

Your complainants,S.L.Webster and Noah Webster,partners trading as S.L.Webster & Son,complaining showeth unto the Court that on the 26th day of Sept 1893,T.D.Newsom,of Southampton County,Virginia one of the defendants in this cause,was indebted to your compalinants, and being so indebted your complainants on the said date brought action against the said T.D.Newsom upon said indebtedness in the Circuit Court of Southampton County Virginia ; that at the succeeding November term of the said Court your compalinants obtained a judgement upon said indebtedness,which was evidenced by bond waiving the homestead exemption,against the said T.D.Newsom for the sum of $215.70 with interest thereon from the first day of December 1891,subject to a credit of $41.60 with interest thereon from January 20th 1892, and $7.65 costs,all of which will more fully appear from an abstract of the said judgement herewith filed,marked''Exhibit A'' and prayed to be read as a part of this bill ; that immediately after said judgement was obtained,to-wit,on the 1st day of Dec, 1893, a writ of fieri facias was issued on said judgement against the good and chattels of the said T.D.Newsom,which execution was afterwards,to-wit on the day of 189 , retuned uncollected,''No effects'',by the Sheriff,all of which will more fully appear by a copy of said execution and the return thereon herewith filed,marked ''Exhibit B'' and prayed to be read as a part of this bill ; that said judgement,immediately after the obtaining of the same,was duly and properly docketed on the judgement docket of the County Court of the County of Southampton County and thereby became a lien on all the real estate of and to which the said T.D. Newsom had or might come possessed of in Southampton County ; that which deed was duly recorded in the Clerk's Office of the County Court of Southampton County, in deed Book 43, page 76, all of which will more fully appear from a copy of the said deed, herewith filed, marked''Exhibit D'' and prayed to be read as a part of this bill. Your complainants further state to the Court that notwithstanding the execution, delivery and recordation of the said deed, the said T.D.Newsom remained in full possession and enjoyment of ~~the~~ the said property therein conveyed, subject to no control or interference on the part of his mother, the said P.P.Newsom, and that he is still in the full possession and control of the same, or of what at this time remains of the said property. Your compalinants further show to the court that afterwards, to-wit, on the 8th day of June 1894, the said P.P.Newsom(who is the same as Priscilla P.Newsom) the mother of the said T.D.Newsom, made, executed and delivered to Clara C.Newsom (who was, and still is, the wife of T.D.Newsom) a deed of bargain and sale whereby, for the nominal consideration of five hundred dollars, she, ~~conveyed to the said~~ without being, or ever having been, in the actual posession or enjuyment of the property conveyed to her by T.D.Newsom as above mentioned or ever having exercised ~~an~~ any of the rights of ownership therein, conveyed to the said Clara C.Newsom, wife of T.D.Newsom, all of the property and rights that had been conveyed to her by the said T.D.Newsom by the said deed of October 6th 1893, above mentioned and described, which deed from P.P.Newsom to Clara C.Newsom was duly admitted to record in the Clerk's Office of the County Court of Southampton County, in deed book 45, page 559, all of which will more fully appear from a copy of the said deed herewith filed, marked''Exhibit E'' and prayed to be read as a part of this bill. Your complainants further state that since these transaction the said P.P.Newsom has died and that B.F. McLemore has administered upon her estate and has settled the same; and that the said T.D.Newsom and Clara C.Newsom are still living and ~~are~~ that T.D.Newsom is at this time in the full possession and enjoyment of all of the property conveyed by him to his mother and by her to his, made in pursuance of a purpose, shared in by both T.D.Newsom and P. P.Newsom, to defraud the creditors of T.D.Newsom, particularly your complainants. Your complainants further charge that the conveyance made by P.P.Newsom to Clara C.Newsom (Exhibit E), was also made without consideration, and in pursuance of the same intent to delay, hinder and defraud your complainants and the other creditors of T. D.Newsom, and that said conveyance was at the instance and request of the said T.D.Newsom, and that the fraudulent purpose was shared by him and his wife, Clara C.Newsom and his mother, P.P.Newsom. Your complainants charge that at that time the said T.D.Newsom was a practicing attorney and as such was familiar with the rule of law that where a conveyance was made direct from husband to wife and was attacked on the ground of fraud that the burden was on the husband and wife to prove the bona fides of the transaction, and being so familiar with the said rule he sought to evade it by first making the conveyance to his mother, who might be able to show at least that she had sufficient property to make said purchase, or at least that your complainants would not be able to show that she did not have it, and then have his mother to convey to his wife, who would then not be required to furnish proof of consideration. Your complainants charge that the whole method was adopted to avoid this rule of law, and that both deeds were without consideration and were made in pursuance of one and the same attempt to delay, hinder and defraud your complainants, and hence your complainants ask the Court to construe the said conveyances as one and the same and apply to this case the same rule as to proof as it would have applied had the conveyance been made by T.D.Newsom direct to his wife, Clara C.Newsom . Your complainants aver and charge that as the said conveyances were made with intent to delay, hinder and defraud your complainants that they should be set aside and annulled and sufficient of the property conveyed therein should be sold to pay the debt due by T.D.Newsom to your complainants.

In tender consideration whereof, your complainants being remediless in the premises save in a court of equity where such matter are properly heard and determined, pray that the said T.D.Newsom, Clara C.Newsom and B.F.McLemore, Administrator of P.P.Newsom, deceased, be made parties defendant to this suit and required to answer the same, though an answer on oath is expressly waived ; that both the deed from T.D.Newsom to P.P.Newsom and that from P.P.Newsom to Clara C.Newsom above mentioned, be annulled and set aside ; that the property mentioned and sought to be conveyed in the said deeds be sold and the proceeds thereof be subject to the payment of the judgement of your complainants ; that an account of the lein debts due by T.D. Newsom be taken ; that all proper orders and decrees may be made and entered ; that a reasonable fee be allowed J.C.Parker as counsel for complainants in this cause ; and that all such other, further and general releif be granted to your complainants as equity may demand or to the Court may seem reasonable. And your complainants will ever pray, etc.

J. C. Parker. S. g.

Webster & Lane

vs } Bond for Costs.

Newsom, et als

1899. 4th. December filed

L A Gay C.C.

KNOW ALLnMEN BY THESE PRESENTS that I,J.C.Parker,am held and firmly bound unto the Commonwealth of Virginia in the sum of Two hundred dollars,to the payment of which I bind myself,my heirs and personal representatives.And I hereby waive the benefit of my homestead exexmption as to this debt.

Witness my hand and seal this 4th day of November 1899.

The condition of the above obligation is such that

WHEREAS S.L.Webster & Son have instituted a suit in chancery in the Circuit Court of Southampton County Virginia,against T.D. Newsom and others ; and

WHEREAS the defendants in said suit have avered that the said S.L.Webster & Son are non-residents of this state and have requested the court to require them to give security for costs in said suit ; and

WHEREAS the said Court,by decree in said cause entered on the 6th day of October 1899,directed that the said S.L.Webster & Son should give secutity before the Clerk of said Court within sixty days for the payment of the costs and damages which may be awarded the defendants,and of the fees due and to become due in such suit to the officers of the Court,

NOW THEREFORE,if the said above bound J.C.Parker shall well and truly pay all costs and damages that may be awarded the defendants in said suit,and the fees due or to become due in said suit to the officers of the Court,then this obligation to be null and void,otherwise to remain in full force and virtue.

J. C. Parker ....(Seal.)

Webster & Son

vs } Answer

Newsom & others

To Honorable Robert R Prentis, Judge of the Circuit Court of Southampton County, Va.

The answer of T. W. Newsom to a bill in equity exhibited against him and others in the Circuit Court of Southampton County, Virginia, by S. L. Webster and Noah Webster, partners trading as S. L. Webster and Son.

This respondent saving and reserving to himself the benefit of all exceptions which may be had or taken to the many errors, uncertainties and insufficiencies in the said bill contained, for answer thereto or to so much thereof as he is advised it is material that he should answer, answers and says.

That true it is that complainants obtained judgment in manner and form as set forth in their bill, but simply because your respondent failed to attach an affidavit to his plea. Your respondent says that the said judgment has been recovered against him that he ~~the~~ does not owe the said complainants a single cent, but that the said judgment was obtained upon a note for which there had been absolutely no consideration whatever, and no value paid. That the said note was obtained by complainants from this respondent in the most corrupt and fraudulent as follows: This respondent sold a lot of guano for the said complainants, some for cash and some for credit, taking notes for credit payments, in accordance with instructions of complainants and that this respondent did not then or at any other time become responsible for the credit sales. That at or about the time of the last transaction had between the complainants and this respondent, the said complainants, by their representative and agent, Shepard Webster, requested this respondent to take in all uncollected claims and give to said complainants one note, the note of this respondent, in order that the said complainants might borrow money on ~~the~~ same as collateral, but that said complainants would in no wise hold or consider the said note of this respondent as binding against him, and moreover that said complainants would return the same to this respondent and take in the original notes or what was uncollected thereby. That this respondent, confiding in the honesty and integrity of said complainants, did execute said note, That after complainants got said note in their possession, acting falsely and fraudulently, they utterly ignored their promises and brought suit for judgment against this respondent.

This respondent says that the said complainants ought to wash their hands clean of their frauds before they come into a court of equity accusing innocent parties.

This respondent denies the allegation in complainants bill that the deed from him to P. P. Uearom was made without consideration and with intent to hinder, delay or defraud the complainants or any one else. This respondent denounces such allegation as false and foul and in keeping with the false

but that the said judgment was

obtained upon a note for which

and fraudulent acts of the said complainants, Your respondent said that he was paid by said P. P. Newsom the full sum of $1000- and that it was a fair value for the property conveyed- That the entire transaction was fair and bona fide. That possession was delivered to said P. P. Newsom, who controled it, and exercising her ownership and control she sold it to Clara C. Newsom, fairly and honestly, That the allegation of complainants that the sale from P. P. Newsom to Clara C. Newsom, was fraudulent, is false and foul-

This respondent here generally and emphatically, declares and denounces as false every allegation in the bill of complainant which directly, or by inference or implication charges or connects him or either of the defendants with fraud or any knowledge of any fraud-

This respondents suggests that the complainants are non-residents of the state of Virginia, and he requires and prays this Honorable Court to require said complainant to give bond, with security, for the payment of the cost and damages which may be awarded to the defendants &c, as provided by law.

And now having answered he prays hence to be dismissed with his reasonable costs &c.

Jno. [illegible] Jr. p.d.

but that the said judgment was

Webster. S. L. & son
vs. } Statement of Rules
Newsom et als

S. L. Webster and Noah Webster, }
partners trading as S. L. Webster & Son } Plaintiffs
vs.
T. D. Newsom, B. F. McLemore
Admr. of Priscilla P. Newsom decd. }
and Clara C. Newsom } Defendants

1898. 9th. September. Process issued to 2nd. Sept. Rules
1898. 2nd. September Rules. Process returned executed
Bill and exhibits filed
Decree nisi vs. defendants
1898. 3rd September Rules. Bill taken for confessed
and Cause set for hearing

Webster S. L. & son

vs. } Sum. In chy.

Newsom et als.

1898. 2nd Sept. Rules

Cir. Ct.

Executed Sept. 17th 98 by posting a copy of this notice for each of the within named defendants to the front door of their residence in Southampton County, there being no one at their house to whom I could deliver them.

A. G. Meves Dy
Shff for J. W. Williams
Shff.

J. L. Parker p.q.

(2)

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County--Greeting:

We command you to summon T. D. Newsom, B. F. McLemore, Administrator of Priscilla P. Newsom, dec'd, and Clara C. Newsom

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 3rd Monday in Sept 1898 ~~next~~, to answer a bill in Chancery exhibited against them in our said Court by S. L. Webster and Noah Webster, partners trading as S. L. Webster & Son

And this they shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, L. A. GAY, Clerk of our said Court, at the Courthouse, this 9th day of September, 1898, in the 123 year of the Commonwealth.

Teste: L. A. Gay C. C.

Memo. for L. A. Gay. C.C.

1. Fill in date on which action was brought by Webster
√ & Son vs. Newsome in 1893. (date of Summons)

√2. File abstract of the judgment & mark it Exhibit
"A"

3. Fill in date of execution & date of return thereon
√ & file copy of execution & return marked
√ Exhibit B.

(Over)

√H. File copy of will of T. M. Newsaum marked Exhibit C.

Webster S. L. & sons

vs. } Copy of Will of D. M. Newsom

Newsom et als.

"4 b"

In the name of God. Amen. I Thomas M. Newsom of the County of Southampton and State of Virginia do constitute and ordain this my last Will and Testament in manner and form as follows Viz:

1st. I lend to my beloved wife Priscilla P. Newsom the following tracts or parcels of land. 1st my homestead tract containing 621 acres: 2nd. the tract known as Masons containing 283 acres: 3rd. the tract known as Scarboughs containing about 125 acres, together with my half of the Grist Mill property. The above named property to have and to hold during her natural life and at her death to be equally divided between my two children C. P. Donalson and Thos. D. Newsom or their children, but if either should die without living issue the children of the other shall inherit that one's portion. I also give in fee to my wife aforesaid all my stock of every sort and kind, Carriage, and farming utensils of all sorts; also all my household and kitchen furniture of every kind. I give and bequeath to my wife aforesaid the sum Five Hundred Dollars of my moneyed estate should there be so much after paying all my debts.

2nd. I Will and bequeath unto my daughter Cora P. Donalson the tract of land known as the "Old Place" containing about 300 acres and bounded on the East by the old line from the mill swamp to the road thence on a new line to the Corner of Gregory Rawlings' line to the line of Jos. L.- Brown thence on his line to said swamp at the Bridge and also the tract of land lying in the County of Sussex known as Grizzard's containing 144 acres to her and her Children forever, also I give her the piano bought for her.

3rd. I will and bequeath to my son Thos. D. Newsom the tract of Land known as Sledges' containing 240 acres: But should he die without living issue I wish said land equally divided between the Children of L. P. Donalson, I also give to Thos. D. Newsom my interest in the Cotton Gin property in fee.

4th. I here nominate and appoint my wife P. P.- Newsom Executrix of this my last Will and Testament without security. As witness my hand and seal this 30th day of September 1890.-

Thos. M. Newsom (Seal)

Signed sealed & delivered
in presence of
Jos. S. Gilliam
Gregory Rawlings

In Southampton County Court the 21st day of September 1893.

A writing perporting to be the last Will and Testament of Thos. M. Newsom, decd, was produced in Court and proved by the oaths of J. S. Gilliam, and Gregory Rawlings the Subscribing Witnesses thereto and ordered to be recorded as the last Will and Testament of the said Thos. M. Newsom dec'd. and on motion of P. P. Newsom the Executrix therein named who made oath according to law entered into ~~bond~~ and acknowledged a bond in the penalty of Four Thousand dollars Conditioned as the law directs (but without security the Will directing that none be required) which bond is ordered to be recorded — Certificate is granted the said P. P. Newsom for obtaining a probate of the said Will in due form.

Teste:

B. F. McLemore C.C.

A Copy,

Teste: L. A. Gay D.C.

Know all men by these presents, that I. T. D. Newsom of the County of Southampton State of Virginia do hereby bargain, sell release alien & confirm with general Warranty unto P. P. Newsom her heirs & assigns My life interest in a tract of land devised to me by my father J. M. Newsom & known as the Sledge Place & Containing (240) Two Hundred & Forty acres be the same however ever so much more or less, together with the appurtenances thereto belonging, and also all my rights, profits & interest in rents & Crops in & upon said land for the year 1893. & all farming implements & household furniture. I also bargain sell, release alien & confirm unto the grantee all my right, title & interest to the remainder of my fathers estate both real & personal devised & bequeathed unto me under said Will, said interest being a contingent one & includes the one half of the personal estate and one half of the real estate set aside under said Will to the separate use & enjoyment of the grantee during her natural life. Together with all choses in action, debts &c. due me of every kind & description whatsoever, for and in consideration of the sum of One Thousand Dollars cash in hand paid me at & before the sealing & delivery of these presents the receipt whereof is hereby acknowledged. Witness my hand & seal this the 6th. day of Octo, 1893.

T. D. Newsom (Seal)

Virginia,

Sussex County to wit:

I, S. J. Drewry a Justice of the Peace in & for the County of Sussex do hereby certify that T. D. Newsom, whose name is signed to the writing above bearing date Octo. 6. 1893. personally appeared before me in my County aforesaid and acknowledged his signature above written,

Given under my hand this the 25th. day of Octo. 1893.

Saml. J. Drewry J.P.

Southampton County: In the Clerk's Office Oct. 27th 1893

The foregoing Deed from T. D. Newsom to P. P. Newsom was this day received and with the certificate annexed admitted to record.

Teste: B. F. McLemore C.C.

A copy

Teste L. A. Gay D.C.

Webster S. L. &c.
vs } Copy D.B.&c from T.D.N. to P.P.N.
Newsom et als.

"Exhibit D."

1898. 2nd Sept. Rules filed

L. A. Gay C.C.

Records D.B. # 43 - Page 76-

Know all men by these presents that I P. P. Newsom of the County of Southampton and State of Virginia do hereby grant and convey to Clara C. Newsom her heirs or assigns with general warranty all the right, title and interest purchased by me from T. D. Newsom in 1893 in and upon the following described property to wit: The life right of T. D. Newsom in the tract of land upon which he now resides containing 240 acres more or less, together with the contingent interest of the said T. D. Newsom in & upon all of the one-half of real estate formerly seized & possessed by my husband, the late T. M. Newsom & which was bequeathed to me by the last Will & testament of the said T. M. Newsom during my natural life, together with also the share in the Mill property in Sussex County bought by me, and all other property sold to me as mentioned in said deed of 1893.

For and in consideration of the of the sum of Five Hundred $500.00 to me cash in hand paid the receipt whereof is hereby acknowledged.

Witness my hand & seal this the 8th. day of June 1894

P. P. Newsom (Seal)

Virginia,

Southampton County to wit:

I, T. D. Newsom, a Notary Public in & for the County aforesaid do hereby Certify that P. P. Newsom whose name is signed to the deed above bearing date June 8th. 1894 has this day acknowledged the same

before me in my County aforesaid.
Given under my hand this the 8th. day of June
1894

T. D. Newsom
Notary Public.

Virginia:

In the Clerk's Office of Southampton County Court June 16" 1898. The foregoing Deed was this day presented and with the Certificate thereto annexed, admitted to record.

Teste: B. F. McLemore C.C.

A copy.

Teste: L. A. Gay D.C.

Webster B. L. Hm
vs. } Copy D. B. S. from P. P. R.
to C. C. N.
Newsom et als.

"Exhibit E"

1898. 2nd. Sept. Rules filed
L. A. Gay C.C.

Recorded book #45 page 359

In Southampton Circuit **Court,**

November **Term, 18**93

S. L. Webster & N. Webster - partners in trade under the firm name & style of S. L. Webster & son Pltffs,

Against

R. D. Newsom Deft.

In Debt

Judgment for the Plaintiff against the Defendant for $213.70 Homestead waived, with legal interest thereon from the 1st day of December, 1891, till paid, and costs, $7.65

Extract.

Teste: L. A. Gay C. C.

This Fi: Fa: is subject to a credit of $41.50 paid Jany 20-1892

R. M. Howard C.C.

Ex. "B"

Webster & Son

vs. } FI. FA.

Newsom

189.4 1st Feby .... Rules,

Circuit Court.

.... Parker .... p. q.

Clerk	$ 3.65
Sheriff	.50
Law, etc.	3.50
	$ 7.65

Came to hand 8th day of Dec.

1893, at 12 o'clock ...... M.

J. W. Williams ...... Sheriff.

No.........

No Effects

J. W. Williams

Shff.

A Copy,

Teste: L. A. Gay C.C.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY, GREETING:

WE COMMAND YOU that of the Goods and Chattels of T. D. Newsom late of your bailiwick, you cause to be made Two hundred & Thirteen & 70/100 Dollars Homestead waived with legal interest thereon from the 1st day of December 1891 till paid which S. L. Webster & N. Webster partners in trade under the firm name & style of S. L. Webster & son lately in our Circuit Court of Southampton county have recovered against him as well for a certain debt as for interest thereon; also the sum of Seven Dollars and 65 Cents, which to the said S. L. Webster & son in the said Court were adjudged for Their costs in that suit expended, whereof the said T. D. Newsom is convict, as appears to us of record; and how you shall have executed this writ make known at the Clerk's Office of our said Court at the rules to be holden for said Court on the first Monday in February next, and have then there this writ.

WITNESS, T. M. HOWARD, Clerk of our said Court, at the Courthouse, this 1st day of December, 1893, in the 118 year of the Commonwealth.

TESTE: T. M. Howard, C. C.

1 Webster S. Larson
vs. } Costs
Newsom

1898.		
Sept. 9th.	Sum. 25. 3 Cop. 39. receipt 18. atty. 10. Dock. 18 =	1.10
	rules 1,00. Entering return 35. filing bill 15 =	1.50
	Do. Exhibits 25. Copy Exhibits 2,10. =	2.35
	2 Decrees 72. 4 continuances 1,00. =	1.72
	Fil. Newsom's ans. 15. Do. Parker's bond for costs 15 =	30
	Tax costs &c. 40. Fil. away papers. 25 =	65
	Clerk	$7.62
	Shff.	1,00
	Law ta.	16.50
		$25.12

Teste: L. A. Gay C.C.

Webster & Son

vs. } Costs

Newsom. et als.

Webster S. L. & ors

vs. } Copy stat: of costs

Newsom et als.

Webster S. L. & son
vs. } Copy of Stat: of Costs
1898 Newsom et als.

Sept. 9th Summ. 25. 3 cop. 39. receipt 18. atty. 10. Docket 18= 1.10
rules 1.00, entering return 35. filing bill 15= 1.50
Do. exhibits 25. Copy exhibits 2.10= 2.35
2 Decrees 72, 4 continuances 1.00= 1.72
fil. Newsom's ans. 15. Do. Parker's bond for costs 15= 30
Tax costs &c. 40. fil. away papers 25= 65
12/21/1901 Paid by J. C. Parker. L. A. Gay Clerk $7.62
pd J. W. W. Shff. 1.00
Paid J. C. Parker Atty Lawrs. 16.50
$25.12

A copy.

Teste: L. A. Gay C. C.

Webster & Son
vs. } Decree
Newsome et als.

Entered Oct. 6th
1899

Robert R Prentis

283

Webster & Sons

Vs.

Newsoms et als.

This day this cause came on to be heard on the bill of complainant and exhibits therewith filed, the answer of T, D. Newsoms this day filed by leave of court, and bill taken for confessed as to other defendants, they having been served with prosess and still failing to appear, plead answer or demur thereto and was argued by counsel. On consideration whereof, and it being suggested on the record in court by one of the defendants that the plaintiffs are not residents of this state, and that security is required of them, the Court doth adjudge, order and decree that unless security be given before the Clerk of this Court, within sixty days for the payment of the costs and damages which may be awarded the defendnats, and of the fees due or to become due, in such suit, to the officers of the Court, according to the statute in such cases made and provided, the said suit be dismissed.

Webster & Son
vs. } Final Decree
Newsoms, et als

Enter Apl 4 1901
Robert R. Harris

Entered 566 ll

S. L. Webster and Son
vs. } Final decree -
Neidsom, et als

This day this cause came on to be again heard and upon ~~the motion~~ of the complainants ~~plaintiffs~~ it is ordered that this cause be dismissed at their costs. ~~of the plaintiffs.~~