

1875-019 Chancery Causes - William T. Harrison & Company VS Richard S. Thomas, Trustee of
Dsh. of Wright County Willis J. Bunkley

Other surnames: Harrison,
Tonnant, Whitehead, Grace,
Swank

Know all men by these presents, that we
William T. Harrison and William T.
Swank are held and firmly bound unto the
Commonwealth of Virginia, in the sum of Three
Hundred dollars, to the payment whereof
well and truly to be made we bind our
selves & each of us, our & each of our heirs
executors & administrators, jointly & severally
firmly by these presents. Sealed with our
seals & dated this 16th day of September, 1877.
The condition of the above obligation is such,
that whereas the said W^m T. Harrison, and
an Charles J. Tennant partners under the style
of W^m T. Harrison & Co. have obtained from
the Judge of the Circuit Court of Shofield
County, an injunction against Richard S.
Thomas as Trustee and as assignee in Bankruptcy
of William J. Henry they restraining the said
R. S. Thomas as trustee & assignee of said
Henry from selling the store house at the corner
of the Smithfield & Raccoon Neck road, and on
a lot of ground attached, until the further
order of the Court. Now if the said W^m T.
Harrison & Charles J. Tennant under the
style of W^m T. Harrison & Co. shall pay all costs
as may be awarded against them, the
plaintiffs, and all such damages as
shall be incurred in case the said

Wm J. Harrison & Co.
by J. W. Bond

R. S. Thomas Under Recd

Sept. 16. 1873.

Exd. & Securities

Verified. J. W. Young cks

injunction shall be dissolved, then the
above obligation to be void, otherwise
to remain in full force.

Wm J Harrison by Wm A Swank Recd
his atty in fact
Wm A Swank. Recd

Know All Men by these Presents: That I Wm J Harrison
of the City of Norfolk. do hereby make constitute
and Appoint Wm A Swanwick my true and lawful at-
torney for me and in my name and stead, to execute
sign and deliver: to the Clerk of the Circuit Court of Isle
of Wight County, the bond required by the order of
Geo Blow for the judge of the said Court ~~granting~~
an injunction in the case of Wm J Harrison & Co.
against Richard S Thomas, in Chancery; said bond
being in the penalty of \$, payable to the
Commonwealth of Virginia and condition to pay
such costs as may be awarded against the
said Wm J Harrison & Co. - and all such damages
as shall be incurred in case the said injunction
be dissolved.

Witness my hand and seal
this 15 day of September in the year 1873
Wm J Harrison (seal)

State of Virginia }
Corporation of City of Norfolk } to wit.

I S. C. Crowell a notary public for the corpo-
ration aforesaid in the State of Virginia do certify
that Wm J Harrison whose name is signed to the
writing above bearing date on the 15th day of
September in the year 1873 has acknowledged
the same before me in my corporation aforesaid
Given under my hand this 15th day of September
in the year 1873.

S. C. Crowell
Notary Public

Hanson Wm J
to & Power of atty
Frank M A

In the Circuit Court of Isle of Wight County
County J. Hammon & Co.

R. E. Young Trustee. $\frac{2}{3}$ Price of costs, including attorneys
to & from office.

Att. for & Tax 16.00

Cells for in court 4.77

Do. for copies of exhibits 1.65 6.42

Shff. for 50

Total \$22.92

J. P. Young coll.

Harrison Hco.

Bill Cots
Ct.

Thomas Trust

Made Nov. 24/73

This Indenture made this 10th day of November in the year 1849, Between Willis J. Brinkley and Sarah D. his wife of the first part, Algernon A. Whitehead of the second part, and Joseph B. Whitehead Executor of the last will and testament of Willis N. Groce dec^d. of the third part, all of the County of Isle of Wight and State of Virginia, Whereas the said Willis J. Brinkley is justly indebted to the said Joseph B. Whitehead as the Executor of the said Willis N. Groce dec^d, in the sum of one thousand five hundred and ninety nine dollars and fifty cents due by bond bearing date on the Twenty seventh day of October in the year 1849. The payment whereof with the legal interest which may accrue there on the said Willis J. Brinkley is willing and desirous to secure, Now this Indenture Witnesseth: that the said Willis J. Brinkley and Sarah D. his said wife for and in consideration of the premises and for the further sum of one dollar in hand paid by the said Algernon A. Whitehead, the receipt whereof the said Willis J. Brinkley do hereby acknowledge, have and each of them hath by these presents granted bargained and sold and conveyed unto the said Algernon A. Whitehead his heirs and assigns forever

All that tract or parcel of land situated in the County and State aforesaid, and bounded on the north by the lands of R. H. Whitfield and the old Church run. East by the lands of Wilson Hall's estate, on the south by the Road leading from Bennie to Rases Neck, and on the west by the lands of the old Church and the road leading from said Bennie Church to the town of Smithfield and containing two hundred and twenty eight and $\frac{1}{4}$ acres, together with all of the tenements, hereditaments, privileges and appurtenances thereto belonging or in any wise appertaining and belonging To have and to hold the said tract of land with all the tenements, hereditaments, privileges and appurtenances thereto belonging or in any wise appertaining unto the said Algernon A. Whitehead his heirs and assigns forever, and the said Willis F. Brinkley and Sarah D. his wife for themselves, their heirs Executors and adm^{rs} do and each of them doth covenant to and with the said Algernon A. Whitehead his heirs and assigns Exors. &c. that they will and that their heirs. Exors. and adm^{rs} shall warrant and forever defend the same unto the said Algernon A.

Whitehead his heirs, Exors, admors & assigns
against the lawful claims and demands of
all persons whatsoever; Upon trust neverthe-
less that the said Algernon A. Whitehead his
heirs and assigns shall permit the said
Willis J. Dunkley and Sarah D. his wife to re-
main in quiet and peaceable pos-
session of the said tract of land and its
appurtenances and to take the profits there
of unto their own use until default
be made in the payment of the said
sum of One thousand five hundred &
ninety nine dollars and fifty cents,
either in whole or in part, and then
upon this further trust that he the said
Algernon A. Whitehead shall and will so
soon after the happening of such default
of payment as he shall be requested by
the said Joseph B. Whitehead Executor of said Wil-
lis M. Croce decd. his Exors, admors or as-
signs sell the said tract of land and its
appurtenances or so much thereof as he
shall think necessary and sufficient for
the purpose, at public auction to the
highest bidder for cash, after having fixed the time
& place of sale at his own discretion and given
one month's notice thereof by advertising
the same at the door of the Courthouse of
said County on some court day, and

vious to the day of sale of said land and at the most public places in the neighborhood thereof, and out of the proceeds of sale shall first pay all the expenses attending the execution of this trust, and the expenses of such sale and pay to the said Joseph B. Whitehead Exor, of said Willis M. Groce decd, his Exors, admors, or assigns, the said sum of one thousand five hundred and ninety nine dollars and fifty cents with the interest which may have lawfully accrued thereon, or such part thereof, may still be due and unpaid and the balance if any pay to the said Willis M. Groce decd, his heirs, Exors, admors or assigns, But if the whole of said debt with the interest which may have accrued thereon, shall be fully paid off and discharged to the said Joseph B. Whitehead Exor, of said Willis M. Groce decd, his heirs, exors, admors, or assigns when the same shall become due and payable so that no default be made in the payment of the said sum of one thousand five hundred and ninety nine dollars and fifty cents, and the accruing interest, then this Indenture to be void or else to remain in full force and virtue,

In testimony whereof the said parties to these presents have hereunto set their

hands and seals, the day and year first above written,

Willis J. Bunkley Seal

Sarah D. Bunkley Seal

H. A. Whitehead, Seal

Shel of Wight County, To wit:

We, Watson P. Jordan and John P. Thomas ²
in the County aforesaid in the State of Virginia
do hereby certify that Willis J. Bunkley and Sarah
D. his wife and Algernon A. Whitehead parties
to a certain deed bearing date the 10th day of
November 1849, and hereto annexed, person-
ally appeared before us in our County afore-
said and acknowledged the same to be their
act and deed, and desired us to certify the said
acknowledgement to the Clerk of the County
County of Shel of Wight, in order that said
deed may be recorded. Given under our
hands and seals, this 10th day of November 1849.

W. P. Jordan J. P. Seal

John P. Thomas J. P. Seal

Shel of Wight County, To wit:

We, Watson P. Jordan and John P. Thomas Jus-
tices of the Peace in the County aforesaid in
the State of Virginia, do hereby certify that Sa-
rah D. Bunkley the wife of Willis J. Bunkley
parties to a certain deed bearing date on
the 10th day of November 1849, and hereto
annexed, personally appeared before us
in our County aforesaid, and

being examined by us privily and apart from
her husband, and having the deed aforesaid
fully explained to her, she the said Sarah D
Bunkley acknowledged the same to be her act
and deed, and declared that she had willingly
signed, sealed and delivered the same and
that she wish not to retract it. Given under our
hands and seals this 10th of November 1849.

W. P. Jordan J. P. Seal

John P. Thomas J. P. Seal

In the Clerk's office of Tatesburg county come
February 4th 1850. This Indenture was ad-
mitted to record upon the certificates
hereto annexed of Watson P. Jordan and
John P. Thomas Justices of the peace
in the said county.

Testes. W. P. Young. s

Attesty Seal

C. & H. & A. T. D. Co.

Willis J. Bunkley wife

To J. Deed of Trust.

A. A. Whitehead Trustee

Attesty

This Indenture made this 28th day of February Eighteen Hundred and Seventy two, between Willis J. Brinkley of the County of Isle of Wight of the one part, and Wm. J. Harrison Esq. of Norfolk City of the other part, and all of the State of Virginia, Witnesseth; that for and in consideration of the sum of five Hundred dollars (and for which said amount the said Wm. J. Harrison Esq. obligates to place a credit on their bond vs. the said Willis J. Brinkley corresponding with the date of this Indenture, have granted bargained and sold, and by these presents doth grant, bargain, sell and convey with general warranty, the Store House now occupied by Mr. John Lash, and one acre of land attached opposite Bennie Church, in the said County of Isle of Wight, bounded on the North by the road leading from Bennie Church to Old Brick Church. (near by in said County) on the South & West by the road leading to Smith's neck, and on the East by the field of Willis J. Brinkley, To Have and to hold the said Store House and one acre of land attached thereto, to the said Wm. J. Harrison Esq. their heirs and

assign forever, and the said Willis J.
Bunkley doth hereby warrant and defend
the title of said Store House and one
acre of land to the said Wm. J. Harrison
Hes. free from the claims of
all persons whomsoever,
Witness, this day and year above
written, Willis J. Bunkley (Seal)

In Sale of Wight County Court Clerk's Office
February the 28th 1872, This Deed from
Willis J. Bunkley to Wm. J. Harrison
Hes. was received and acknowledged
by said Willis J. Bunkley to be his
act, and admitted to record. And
I certify that the requisite United
States Internal Revenue Stamp
of fifty cents is affixed hereto
Cancelled, Teste,

C. H. Hart, D. C.
U. S. Young Clerk:

A Copy, Teste

C. H. Hart, D. C.

Willis J. Bunkley

To Deed

Wm. J. Harrison Hes.

A Copy

"Exhibit A"

Mr J. Harrison & Co -

4 E In Chicago

R J Thomson:

This cause is to be dismissed as soon
as the costs therein have been paid - & not until
they are paid -

Wm. H. - p. 3

Stamson + Co

N

Thurs as R.S.

This case came on this day to be heard
on the bill of the complainant, the
exhibited and was argued by counsel:
in consideration whereof the court doth
adjudge now and deem that the
injunction be perpetuated and
it appearing to the court that nothing
further remains to be done
herein it is ordered that this cause
be removed from the docket.

Harrison & Co

N. Dean

Wm. R. S.

July June 1873

To be entered

Geo. Woods

Entered (33)

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—GREETING:

We command you to summon Richard S. Thomas Trustee
and as assignee in Bankruptcy of Willis
J. Brinkley

to appear at the Clerk's Office of the Circuit Court of Isle of Wight County, at Rules to be holden
for the said Court, on the first Monday in October next to answer the Bill of
Subpoena filed against him by William T
Harrison & Charles J. Tennant partners under
the style of William T. Harrison & Co.

And have then and there this writ.

Witness, NATHANIEL P. YOUNG, Clerk of our said Circuit Court, at the Courthouse,
the 16th day of September 1873, in the 48th year of the
Commonwealth.

N. P. Young, Clerk.

plaintiffs having executed the bond required
by the order of the Judge, the defendant R. S. Thomas
is restrained and enjoined from as trustee and as as-
signee in Bankruptcy of Willis F. Bunkley, and all
other persons ~~as~~ his agents or otherwise from
selling the store house at the corner of the Smithfield
St. & Essex Neck Road and one acre of ground attached and
in the further order of the Court,

Teste, J. R. Youngfelt

Wm. Harrison Geo

My Dear Sir,
Injunction

R. S. Thomas

To Act. Reels, 18th 3.

W. A. Seward Esq.

Service accepted Sept

16/73 R. S. Thomas

In the Circuit Court for the County of Bal of Virginia
 Wm. T. Harrison, and Charles J. Inman, }
 partners under the style of Wm. T. Harrison & Co } Standf. 61
 v } In Chancery.

Richard S Thomas, Trustee and ~~assignee~~ ^{defendant}
 Bancroft & Miller & Bancroft
 vs The Hon^{ble} Geo. Blaw Jr.,

Judge of said Court.

Wm Oates Wm J Harrison and Charles J Tennant
merchants & partners under the style of Wm Harrison
and Co the above named plaintiff, shew unto
you know as follows. -

1. That in the day of _____ on the year 1872,
your raton purchased from Willis J. Brambley a store
house and one acre of land attached ~~to the~~ ^{at the corner of the Smithfield & Roscoe streets} County
of Sale of Rights, which was conveyed to your raton
by deed of the said Willis J. Brambley bearing that
date and duly recorded in the Clerks Office of
the County Court of the said County a Copy whereof
Exhibit "a" is herewith filed as an exhibit is marked "A"
and is prayed to be taken as a part of this
bill:

2 That ~~as~~ the said two house and the land attached
is a part of a tract of land the property of the said
Willis S Bankley, containing two hundred and twenty
and known by the State as
five acre, which is advertised by the said Richard
S Thomas as trustee and as the assignee in Bank
ruptcy of the said Willis S Bankley, and that
the said Thomas intends to sell the said two house and

land attached as the property of the said Willis & Bankley, on the 17th day of September 1873.

3. That the said Bankley bought the said land from one ^{Grove} and ~~from one A. J. Jones, and~~ in January 1870, took a deed of Conveyance thereof and executed a deed of trust, to secure the deferred payments of the purchase money.

4. That on the ^{day of} 18th day of ^{the year} 1872, there was due ^{on the said land under the deed of said deed,} ~~to the said A. J. Jones, the sum of \$340.83~~ ^{on the said Grove} and that on that day ~~it~~ ^{he} took from the said Bankley a new bond for that amount, and at that date the said land was bonded and subject to the lien created by said deed for the sum of \$340.83 and no more. That the tract of land containing 225 acres is worth (not to mention) ^{more} than the sum of \$340.83, and that J. W. Watson gave \$500 for the said store house and one acre of land. That the balance of the land is more than sufficient to pay the amount for which it is pledged.

5. That the said Willis & Bankley was adjudged a Bankrupt, on the ^{day of} ^{in the} year, ^{more than six months} after the date of the deed (which "A") conveying the said one acre of land to J. W. Watson.

And the plaintiffs charge that the said Richard S. Thomas, should not sell the said tract as a whole, but should and it is his duty to

sell first the main tract of land, and showed
this not being sufficient to pay the amount
of the ~~debt~~ for which a lien exists by virtue
of said deed. Then to sell the one acre tract
and storehouse: but the said Thomas as Trustee
under the said deed of Trust for the benefit of
said Grace proposes to sell as a whole, to the ir-
reparable damage of your orators: that as
assigned in Bankruptcy of the said William J.
Bunkley he has no title whatever to the said
one acre of land and store house, that the
same was not the property of the said William J.
Bunkley at the time he was adjudicated
a bankrupt, and that the said R. J. Thomas
has no title thereto:

In tender consideration whereof and for as
much as your orators are without remedy save
in a court of Equity where matters of this sort
are properly cognizable and relievable To
The End Sheweth that the said Richard J.
Thomas ^{as Trustee and assignee in Bankruptcy of the said William J. Bunkley} may be made a party defendant
to this bill, and may answer the same
on oath fully and perfectly as to the matters
of fact, stated therein, that he may be restrained
and enjoined from selling the said ^{store house} ~~house~~ and
one acre of land at the corner of the
street ~~where the same may be compelled to sell first~~
situated near Roswell Rogers
the ~~main body~~ ^{main body} of the tract and of the same
~~and if the same should be sold for sufficient to satisfy~~
~~of the lien of said R. J. Thomas from selling the~~

~~The above named and said of the same, that your order,~~
may have such other and further and general
relief as the nature of the case may require and
as to equity shall seem meet. May process
issue directed against the said R Thomas
requiring him to appear before this Court, to make
answer to the premises and to abide by and
perform such order and decree as to the Court
shall seem meet.

Sworn p. q.

Wm J Harrison

Wm J Harrison, make oath that so far
as the facts stated in the above bill lie in
his own knowledge they are true and so far
as stated in information derived from others
he believes them to be true.

Wm J Harrison

Done & subscribed this 15th day of Sept
A.D. 1873.

Wm J. Howell
Notary Public

State of Virginia

City of Norfolk } Town

On motion of the plaintiff, a writ of injunction is
awarded them ^{as matter and as assigned in Remembrance of Philip Buckley} ^{and all other persons} ^{in any way of persons} ^{as} ^{James} ^{Richard} ^{Thomas} ^{James}
selling the store house and the Corner of the Smithfield and
Rascocrell Roads, and one acre of ground attached,
until the further order of this Court; but the plaintiffs
are not to have the benefit of this order until they
or some one for them shall enter into bond in the penal
sum of \$ 300 - pay able to the Commonwealth of
Virginia with surety approved by the Clerk of the
Circuit Court of Isle of Wight County, and con-
ditioned to pay all such costs & may be awarded against
them the plaintiffs, and all such damages as shall
be incurred in case this injunction be dissolved. -

To the

Clerk of Circuit Court of }
Isle of Wight County }

Geo. T. Howard.

Judge

September 15th 1873.

Harrison & Gm J
43 Broadway
Thomas R

Bill & hotel

order for paper

Sept. 16th 1873. Bill
v. filed. Bond exp. &
quar. with inf. sp.

De la. Rules - de. nisi

Nov. Rr. to enforce? to
set for hearing

Feb. 11, 1875. Remooved from
the docket.