

1841-023

SOUTHAMPTON COUNTY
CHANCERY PAPERS

RIGGS & CO. vs. EDWARDS & FRENCH

4/1841

See also: Riggs & Co. v. Murdaugh et al, 1841-24

Other surnames: Riggs & Company,
Aertsen, Bacon, Trezvant, French
Aertson, Trizvant

Riggs H^c

v. } Papers

French H^c

-1840-

Dec. Sp^a Ex^r on Edwards too late to
be made to execute on French - new sp^a.
on French - Bill filed -

-1841-

Jan'y. Sp^a executed on French -

Feb'y. Andre^r filed - B.R. H^c

apl. Dismissed with costs H^c

Defts Costs

all ks - \$3.44

Riggs & Co }
vs } Bill
French et al. } and
Exhibits—

Douglass

To the Hon: Richard H. Baker, Judge of the Cir: Supr: Court of
Law & Chancery in and for the County of Southampton.

Humbly complaining sheweth unto your honour, your
Orators Romulus Riggs, Saml. Riggs, James M. Astor, and
James H. Bacon, merchants and partners in trade under the
name, firm and style, of Riggs & Co: That sometime in the Year—
one Theodore Tregant of the County of Southampton, came to
their Storehouse in the City of Philadelphia, and by fraudulent
representations induced your Orators, merchants as aforesaid
to give him Credit to a large amount, promising that he
would satisfy and discharge their claim, when he should
be thereunto afterwards required. Your Orators would also
shew unto your honour, that they obtained judgment against
the sd. Theodore Tregant for the amount of their demand
at a Cir: Supr: Court of Law & Ch: directed by law to be holden
in and for the County of Southampton on the 29th day of
October 1840, and caused an execution to issue from the
Clerks office of sd. County against his body; and that the said
Th. Tregant took the oath provided by law for the relief of
insolvent debtors, and rendered a schedule of his effects
amounting in all to a very small sum, leaving the most
of the demand of yr Orators unpaid and unprovided
for; all of which will more fully appear by a copy of the
Judgment, execution and Schedule, herewith filed and
prayed to be taken as a part of this Bill.

Your Orators would beg leave also to shew unto yr Honour that
after the said Tregant had become indebted to them; and
before the rendition of the judgment in their favour; he made
and executed a Deed of Trust to Littleton R Edwards to secure
a large sum of money to James S. French, in which deed pro-
= perty to a large amount is conveyed & covered; much larger
than yr Complainants believe will be found necessary to
discharge the debts due from Tregant to said Jas. S. French
all of which will more fully appear by a copy of the said
Deed of Trust herewith filed and prayed to be taken

as a part of this Bill. Your Orators would also shew unto your Honour, that since the execution of the sd. Deed of Trust from Tregvant to Edwards for the benefit of French; the sd. Tregvant has paid into the hands, and assigned to said French bonds to a large amount, a list of which together with the amount due on each, is herewith filed and prayed to be taken as a part of this bill; which bonds your Complainants are advised, and here charge, have been and are intended to be, used by the said French in paying and discharging the debts due from Tregvant to others, which is a part of the original Consideration for which the Deed of Trust herein before mentioned, was given and for which the said Tregvant gave his bond, secured the payment of said Trust deed for Two thousand three hundred & thirty six dollars & eighty six Cents. Now therefore your orators charge that the bonds given & assigned to said French by Th. Tregvant should be applied to the payment of the bond executed by Tregvant to French the payment of which is secured by the Trust Deed. Your orators further charge that the said Jas. S. French since the execution of the aforesaid Deed of Trust, has proceeded to sell, privately, and without notice, and without complying with the provisions of the Trust Deed a portion of the property conveyed in trust to R. Edwards as aforesaid. Which your Complainants contend was manifestly wrong; inasmuch as it should have been sold by the trustee, in accordance with the provisions of the Trust Deed and the money arising from the sale applied by the trustee in satisfaction of the trust deed. All which actings, doings, and pretences, are contrary to equity and good conscience, and tend to the manifest wrong and injury of your Orators in the premises. In tender consideration whereof and inasmuch as your Orators are remedied in the premises, at and by the direct and strict rules of the Common Law, and cannot have ade-

quate relief, save in a Court of Equity, where matters of this and the like nature are properly Cognizable and Relievable. To the end therefore that justice may be done touching the premises. Your orators pray your honour that Sibleton R. Edwards and James S. French may be made Parties to this bill and that they may, upon their several & respective Corporal Oaths, full, true, direct and perfect answer make to all, and singular the matters hereinbefore stated and charged, as fully and particularly as if the same were hereinafter repeated, and they thereto distinctly interrogated; and that not only as to the best of their respective knowledge and remembrance, but also as to the best of their several and respective information, hearing and belief, and more especially that the said Jas. S. French may answer and set forth, what amount of money principle and interest, is now due him from the said Th. Tregvant, and what part of the debt for which the Trust Deed was executed, remains unpaid; and that the said Defendant may set forth and declare the real and bona fide Consideration for which the bond made to him by Th. Tregvant for the sum of ~~\$2000~~ ^{\$2336.86} was secured by the trust deed, was given & executed; and that the said defendant may set forth the real particulars of such consideration; and of what the same and every part thereof consisted, and how and in what manner; and when and where, the same and every or any part thereof was paid, given or received; and that the said Defendant may set forth whether he does not set up a claim, in the before mentioned bond of \$2336.86, to money due on a Contract for Mulberry Trees sold by him to said Th. Tregvant, which Contract was cancelled and annulled by the mutual Consent of sd. Defendant and Th. Tregvant; and that the said defendant may set forth and declare if in the payment of the debts of the said Theodore Tregvant which he undertook to pay by the Conditions of the said Deed of Trust, he did not receive bonds or money, or one or both from sd. Tregvant, in aid of such payment.

And that the said Defendants may answer the premises, and that complete justice may be done touching the same. Your Orators would humbly pray your honour to execute the Trust by Decreeing a sale of the property, goods and effects. Conveyed in trust to L. R. Edwards for the benefit of James S. French and that Littleton R. Edwards the trustee named be required to sell, and after paying such part or portion of the claim of James S. French as may be found to be still due unpaid or unsettled; that he pay the surplus if any into the hands of the Shff of Southampton in discharge of Your Complainant's demand as aforesaid; and that your honour would grant such other and general relief, the premises considered as to your honour may seem just and proper and which may be consistent with the rules of this honourable Court: And that your honour would be pleased to grant yr Orators the Com: writ of Sub: Jac: to be directed to the said Littleton R. Edwards & Jas. S. French Commanding them &c. to stand to, and abide such order and decree therein as to your honour shall seem agreeable to equity and good Conscience, and yr Orators shall &c. &c.

Saml. James Douglas pr.

Riggs H^o
to { am^o of Defi
French & Edwards
Edwards &

1841 February Rules

The separate answer of Littleton R Edwards to a bill of complaint exhibited against himself and James S French in the Circuit Superior Court of Law and Chancery for the County of Southampton by Cornelius Riggs, Saml Riggs, James M Morton & James W Bacon Merchants & Partners in trade under the name firm & style of Riggs & Co.

This defendant now and at all times hereafter saving & reserving to himself all benefit of exceptions to the many errors, defects, misrepresentations &c in the said bill contained, for answer to so much thereof as he is advised it is material for him to answer unto, answering saith, He admits the execution of a deed of Trust from Theodore Treguant to him as Trustee for the benefit of James S French a copy of which is filed with the plffs' bill. As to the transfer of the lands from said Treguant to the said French as charged in the bill or of the object of the transfer or how the lands transferred are intended to be used by said French this deft. personally knows nothing - he deems it however proper to state that, since the exhibition of the plffs' bill he has understood from said French in a conversation between ^{them} that he French, had received from Treguant some claims, but at what time, whom against, the amount, or the object for which they were received, and had been or would be appropriated this deft. did not learn.

This deft. admits that he has been informed & believes it to be true that the said French with the consent of the said Treguant has sold privately, or agreed to sell a certain portion of the property conveyed by the deed of Trust before referred to, ~~namely~~ namely, the said Treguant's interest in a house and lot where he at the time of the execution of the Deed of Trust, resided, in Jerusalem - This Dft. will further state that being required so to do by said French, he has according to the provisions of the Deed of Trust, ~~had~~ made sale of the property thereby conveyed, or such of it as remained or could be found except that which had been sold privately as before stated. and that he is ready & willing to render an account thereof whenever the Court may deem it proper so to order.

And having now answered this deft prays hence to be dismissed with his costs &c.

L R Edwards

Southampton County to wit

This day Littleton R Edwards personally appeared before me a Justice of the Peace for the County aforesaid & made oath that the facts stated in the foregoing answer are true to the best of his knowledge & belief. Given under my hand this 1st day of February 1861 -

Wm A Spark J.P.

Besides retaining my fee Bill against him of several years standing -

To secure the debt for which Turvant executed me his bond, he made the deed of Trust referred to in Complainant's Bill, conveying as I then thought property sufficient to indemnify me against loss - and still wishing to serve him, and give him a home which he was in absolute want of for himself and family, I agreed that he should remain in quiet possession of the property conveyed, until my necessities should force a sale -

Some short time after the execution of the Trust deed, I ascertained that the 140 acres upon which there is a comfortable house, conveyed to me in the Trust deed, and which is worth more than the remainder of the property ~~seems~~ conveyed, did not belong to Turvant, but to his wife, between whom there exists a marriage contract duly executed, and recorded before marriage. And that although he had conveyed it for my benefit, I had really no lien upon it - Upon my telling him this, he seemed disposed to relieve me as far as he could, and placed in my hands some bonds and accounts - of the list furnished, all these mentioned were received by me with the following exceptions - Wm D. Hood's note I still have and paid

it is for \$26.57 instead of \$36.51
 Saml. B. Hines \$41.76 I never received or even saw.
 Jos. Gardner's \$7.61. I do not think I ever received
 of the remainder some I passed away at a discount
 because I could not collect them when I wanted
 the money, and the remainder I have, some of
 which I fear will scarcely be collected -
 Complainants state that these ^{claims} should go as a cre-
 dit to Tervant's note to me secured by Trust Deed.
 Most certainly - And by reference to his note I find
 endorsed upon it the following credit -
 "April 10th 1840 By credit this day in money, bonds,
 and accounts five hundred dollars part of the
 within" signed "J. S. French" - In reference to the
 complaint that I had sold privately a part of
 the property conveyed in Trust Deed - The facts
 are as follows - An action of Forcible Entry & Detainer
 was brought against Tervant to oust him from
 the house where he then resided in Jerusalem.
 Tervant said that towards the original purchase
 of the House & Lot by Eliza Waddle he had paid
 \$400 - and preferred an injunction on that ground
 which was granted by J. Honor - This claim was
 conveyed to me in the Trust Deed, and Tervant
 expects to establish it on the evidence of an
 old lady who several years ago resided in
 Louisiana, and who whether dead or alive at
 this time no one knows - Under these circum-

stances I sold my interest in said claim
 for \$200, and regret that it was so much more
 made, than if I had not sold it - Should however
 the claim be decided in Tervant's favour I am
 clearly responsible for the deficit - ^{J. Honor}
 In reference to the prayer of the Plffs, to decree
 a sale of the Trust property conveyed - As soon
 as I understood that a suit would probably be
 brought, I directed the Trustee to advertise and
 sell, and I think he had advertised, at the time
 when Complainant's Bill was filed -
 The sale took place Dec 22. 1840, was advertised
 for cash, and upon reaching the sale, I made the
 terms credit, with a hope that the property would
 sell for more -

The amount of sales was	\$ 937.48
deduct Trustee's comm.	\$ 46.87
do J. L. C. M. J. Lebrecht - cryer	1.00
do D. H. Bromgool, Keeping and fees	1.00
	48.87
Leaving -	\$ 888.61

To Tervant ^{bond} to me for - \$2336.86 is entitled to
 the following credits -
 April 13th 1840 - money, bonds & acct \$500 -
 Nov. 20th 1840 credit for interest in
 house & lot in Jerusalem sold
 J. C. - 4000 - 200.
 Dec 23rd 1840 amt of Sales Trust deed 888.61
 \$ 1588.61
 Leaving a balance due me on this bond exclusive of

interest of ~~\$748.25~~ \$748.25 to pay which there
is only left a law suit - Turvant vs. Barclay
& wife - conveyed to me in the Trust deed
and now pending in the Circuit Sup Ct of
Lane & Chancery for this county - which how
ever if decided in Turvant's favour will
be amply able to sufficient to pay it -
And the said this Respondent now having
answered prays to be hence dismissed with
his costs &c

J. S. French

This day personally appeared before me Nicholas
M. Sebelle a Justice of the Peace for the County
of Southampton James S. French and
made oath that the facts contained in the
within answer are true to the best of his
knowledge and belief

and read this 29th of January 1841
Given under my hand

N. M. Sebelle J. P.

Riggs & Co.
Ans. of defr
French & Co.

Edw. S. P.

1841 February 2nd

Riggs & Co
vs ^B Answer
French

The separate Answer of James S. French to a Bill of complaint exhibited against him in the Circuit Sup. Ct. of Law & Chancery in and for the county of South-Carolina by Romulus Riggs, Samuel P. Riggs, James M. Rutson and James W. Bacon, late merchants and partners, under the style and firm of Riggs & Co - The Defendant James S. French reserving to himself all fit and proper exceptions to the many errors and misstatements in Complainants Bill set forth, for as much as he deems it material for him to answer, answer and saith - Relative to the claim of the Plaintiffs against T. Turvant, or any of its attendant circumstances, I know nothing whatever -

The origin of my debt against T. Turvant, which I am called upon to set forth, was simply as follows - Residing in the same village with him for some five or six years past, I had received from him many pecuniary favours, frequently borrowing money from him, when my necessities required it, and at a time too, when I had not credit to obtain it elsewhere - For these I was grateful, and when my circumstances began to improve, I reciprocated the favours he had granted me, by loaning him

sums of money when I had them to spare. In the
Spring and summer of 1839, when very many of us
were seized with the mulberry mania, I was a large dea-
-ler both in buying and selling, and it was my
fortune to sell to T. Turvant 5000. Mulberry trees at 40 cts
per tree - \$2000 - for which I paid (and have the receipts for)
when they were delivered to me 25 cts per tree = \$1250.
The trees when ready for delivery were worth compa-
ratively nothing - Turvant was unable to meet his
purchase, and I gave him no trouble on that account
he promising to settle the matter in a manner satis-
-factory to me - In the Spring of 1840 Turvant be-
-came more embarrassed, and was much hampered
by debts of long standing as well as others which
he had lately contracted at the North - This also
caused his home creditors, citizens of the county
to press a settlement of their claims - Several of them
threatened suit and he came to me for relief, and
persuaded me to pay off his home debts, which he
specified, promising if I would do so, he would
reun to me the money advanced, and also as
much of my Mulberry claim - \$2000, and also any other
unsettled claims I might have against him as he
could - In consideration of this promise, and also
to oblige him, I proceeded to settle up his debts here
and find I have the following vouchers - to wit a bond
executed to Thomas Pettlow by Thomas Turvant for \$258.86
due Oct 1st 1838 subject to a credit for \$20. ^{40c} Oct 17. 1839

and a claim due Alfred Rick's for \$263.00. These were
the most pressing claims against Turvant and were paid
by me for him some month or more before he executed
to me the Trust Deed - I about the same time ~~ap-
proved~~ assumed the following debts for ~~which~~ Turvant which
were paid by me for Turvant soon after their assumption
I paid James S. Mapenbury Adm^r of Stephen Murdaugh
a note executed by T. Turvant to Stephen Murdaugh
dated Jan 21st 1839 for \$200 - on which I think there was
a credit at the time for \$28.78. the remainder was paid
by me as Mapenbury will state, tho' the bond does not
show by whom ^{the credit} ~~they~~ were paid - I paid William Peel
a note executed by T. Turvant to Pettlow & Smith for
\$100, due four months after date, and dated Dec 16. 1839
on this there was a credit Jan 22^d 1840 for \$34.91 -
I paid John M. Guley a note executed by Turvant to
me June 25. 1839, and passed away by me to Guley, for
\$138 - subject to a credit for \$6.80 cents, and I also
executed to Lewis Worrel, or rather went Turvant's re-
-sponsibility to Worrel for a debt which he owed him
amounting either to \$200 or to \$250 - which bond is
held by John M. Guley who purchased it of Worrel -
The payment of this to Guley has been assumed by me
and is nearly settled - Guley is absent or I would
now take it in, and state more precisely the amt.
These are the only debts I at this time recollect to have
paid for him, and they, assuming the debt to Worrel
to be \$200, and I know it is not less, and deducting

The several credits paid by T. Turvant amount
to \$1068.64 cents not-including the interest which
had accumulated on them--

So these vouchers show that I paid for Turvant

To Thomas Pettow	\$238.35	with interest
To Alfred Ricks	263.60	
To Mapenbury admt. of Mundanaph	171.00	with interest
To Wm Peck	65.09	with interest
To Gentry	131.20	with interest
To Gentry Woreld's claim say	200.00	with interest
	<u>\$1068.64</u>	

The interest if added would amount to some
\$70 or 80 Dollars more - and can be easily ascertained
by making a statement of the interest on each bond
up to the execution of the deed of Trust - All of
which bonds and recpts are herewith filed and
prayed to be taken as a part of this answer.

My claim against Turvant at this time there was
sums of money advanced by me — \$1068.64

Interest on same up to time of assumption by me say — 75.00
and I think a statement will show it to be more

My Mulberry Debt — 2000.00

I had some other claims the amt. of which I do not
recollect, and I find also a very considerable
fee Bill which I did not at that time present
and which is still due me —

\$3143.64

So Turvant owed me exclusive of
other smaller matters — \$3143.64

And in settling with him I took his bond for 2336.86

Giving him up in settlement — \$507.58

Riggs H^c

v { Sp^a in lthy

French H^c

Edwards H^c

1840 Quamby Rules

Long

Excutes on Sutton
R. Edwards.

Came to hand too late
~~to hand~~ to excute
on J^r. S. French

Edw D. Butts duty of
Thos. Rutland ship

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *Littleton R Edwards & James S French*

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery for the County of Southampton, at the Rules to be holden for the said Court on the first Monday in *December* next, to answer a Bill in Chancery exhibited against *them* in the said Court by *Romulus Riggs, Samuel J Riggs, James M & Wilson & James W Buens Merchants & partners in trade under the firm & style of Riggs & Co*

And unless *they* shall answer the said Bill within ^{*two*} ~~four~~ months thereafter, the Court will take the same for confessed, and decree accordingly. And this *they* shall in no wise omit, under the penalty of £100. And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-house, the *27th* day of *November* 18*40*, in the *15th* year of the Commonwealth.

L R Edwards Clk

[One Copy to be delivered each Defendant.]

C.S.C.

Reggs H^c

to J. Spelman Esq.

Edwards H^c

1841 January Rules.

Executed by delivering
a true copy Dec. 11/40

Slape Attorney at Law

Thos. P. Fulton Esq.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *James I French*

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery for the County of Southampton, at the Rules to be holden for the said Court on the first Monday in *January* next, to answer a Bill in Chancery exhibited against *him and another* in the said Court by

Romulus Riggs, Samuel J Riggs, James M. Hartson & James W. Bacon Merchants & partners in trade under the firm style of Riggs & Co.

And unless *he* shall answer the said Bill within ^{*Two*} ~~four~~ months thereafter, the Court will take the same for confessed, and decree accordingly. And this *he* shall in no wise omit, under the penalty of £100. And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-house, the *7th* day of *December* 18*40*, in the *65th* year of the Commonwealth.

L. R. Edwards Clk

[One Copy to be delivered each Defendant.]

Decr 13/1839 By Post note
Paid Mary all for this amt
One Pm and eighty cent
Jno. M. Gentry

J. Gentry

1/2 note

J. Gentry

\$1.38-00

5321

6

20

On Demand I bind my self my heirs & assigns
to pay to Jas T French - One hundred & thirty ^{eight} ~~one~~
dollars for value used as Wharf my hand sealed
this 25 day of June 1839

J. Foxworth & Co

Five months in full given to be given on this
date from date -

Settled by me for
J. Foxworth & Co

May 22 1840 Recd of
 your class 91/100
 William Pitt

100.
 34.91
 65.09
 10000

65.09
 6.50
 58.59

100
 58.59
 1.41

Recd the above
 May 18. 1840

65.09
 10.
 6.50.90

\$100.

Four months after date I promise
to pay to Pullen & Smith One hundred dollars
for value received.

10 December 1834

J. Furman

1111

Settled by me at May Ct. for J. Furman

J. S. French

Alfred Ricks
to Recpt
J. S. French

263
2381.86

561.86

Rec^d of James S French a note against Littleton R
Edward for two hundred & forty one dollars & 50 cts and twenty one
dollars & 50 cts in cash - Amount due me from Thos Freyvant
Leby-17th 1840

$$\begin{array}{r} 241.50 \\ 21.50 \\ \hline 263.00 \end{array}$$

Alfred Ricks

Jan'y 31. 1840

Credit the within for
Twenty eight - dollars 78/100

J. S. French

March 16. 1840 Credit the within
fifty dollars

J. S. French

July 1840 Rec^d of the
Within Eighty dollars of J. S. French
J. S. French

J. French
To note
\$200.00

April 13. 1840 Balance
payment of the within
for J. French

J. S. French

By cash May 12. 1840
fifty dollars

\$50.00 J. S. French

with Interest from this date I promise & oblige
myself & heirs to pay unto Stephen Munday the
Just sum of Two hundred Dollars value received
witness my hand & seal Jan'y 21/1839

Pl^{ty} Munday Seal

Paid

\$ 200	
12.33	
212.33	
28.78	
183.55	
1.34 1/2	Int -
184.92 1/2	
50.00	
134.92	

Riggs H^c

n } Ca. Sa:

Trochant.

Copy.

The Commonwealth of Virginia: To the Sheriff of Southampton County - Greeting
We command you that you take T Trivant if he be found within your bailiwick and him
safely keep until he shall satisfy Romulus Riggs Samuel S Riggs. James M Norton and James W
Bacon merchants and partners in trade under the style and firm of Romulus Riggs &c. the sum
of six hundred and forty one dollars eighty four cents with legal interest thereon from the 15th
of October 1838 till paid which they lately in our Circuit Superior Court of Law and Chancery
for the said County have recovered against the said T Trivant for debt also six dollars and
Seventy three cents for their costs in that suit expended. Whereof the said Trivant is convicted as
appears to us of Record. And how you shall have executed this writ makes known at the Clerk's
Office of our said Circuit Superior Court of Law and Chancery at the Rules to be holden for said
Court on the first Monday in February next. And have then there this writ: Witness
Littton R Edwards Clerk of our said Court at the Courthouse the 12th day of November 1840
in the 65th year of the Commonwealth.

L. R. Edwards Ck

Arrested the within named Theodore Trivant who availed himself of the benefit of giving
bond and security for the prison bounds which bond is herewith returned afterwards availed
himself of the benefit of the insolvent Debtors oath Schedule herewith returned.

Sepe Drawing Copy of
Thomas Bretlow Sheriff

Regg H^c.

v { Copy Judge

Inzvant

Southampton Circuit Superior Court November the 4th 1840.
Romulus Riggs, Land. J Riggs. James W. Atkinson & James W. Bacon merchants &
partners in trade under the style & firm of Romulus Riggs & Co. Plffs.
against
Th. Tregvant. Dft. } Indebted

The defendant still failing to appear on the motion of the plaintiffs by their
attorney it is considered by the Court that the plaintiffs recover against the Dft.
the sum of six hundred and forty one dollars eighty four cents the debt in
the declaration mentioned with legal interest thereon from the 10th day of
October 1838 till paid and their costs by them about their suit in this behalf
expended. And the said Defendant in Mercy &c.
Plffs Costs \$ 6.73.

Attest - Teste - J R Edwards Clk

List of Bonds
Paid to J. French

Reggs 46.
to Exhbt. mch 1881

French &

List of boxes due J. Leveant and
 paid to Jas. French

Wm. D. Hurd \$ 36.57
 Int 1.63 ... \$ 38.20

Thos. Scott 11.37
 Int 45 11.82

R. Halcom 18.39
 Int 2.29 20.64

R. Halcom 49.61
 Int .49 50.10

Is. Gerson 7.61
 Int. 19 7.80

Ed. Holcom 9.62
 Int 52 9.16

Is. Gilman 12.50
 Int 2.62 15.12

Jeph. Porter 7.88
 Int 45 8.33

Wm. Drake 7.90
 Int 96 8.86

B. K. Whitfield 12.81
 Int 44 13.25

Wm. Drake 22.68
 Int 1.82 24.50

Sam. Scott 38.87
 Int 1.90 40.77

Is. Hume Jr 19.75
 Int 1.80 20.95

Susan Hines 19.48
 Int 1.16 20.64

Henry Blom 11.53
 Int 6.21 17.74

Jerris Branch 12.27
 Int 91 13.18

A. Williams 10.36
 Int 30 10.66

Ed. Turner 50.33
 Int 3. 53.33

Sarah Mullikin 28.91

Marscha Mullikin 19.46

Sam. B. Hines 41.76 . 90.03
 \$ 475.14

Treynant
to } D. Trust

Frenches Trusts

Alsey

Riggs Co
to } Ehl. with Bill.

French &

This Indenture made this 20th day of March 1840 between Theodore Trivunt of the first part Lillston R Edwards of the second part and James S French of the third part Witnesseth that whereas the said Theodore Trivunt in this day indebted to the said James S French in the sum of two thousand three hundred and thirty six dollars Eighty six Cents by bond bearing date this day near one half of which amount has been heretofore advanced by the said J S French in payment of debts due from the said T Trivunt to Citizens of Southampton and in consequence thereof, the said T Trivunt being anxious to secure and indemnify the said J S French against all loss. Now this Indenture witnesseth that the said T Trivunt for and in consideration of the above premises as well as for the further consideration of One dollar to him in hand paid at or before the sealing and delivery of these presents by the said L R Edwards the receipt whereof is hereby acknowledged hath granted bargained and sold unto by these presents doth grant bargain and sell unto the said L R Edwards his heirs and assigns forever the following property to wit: One tract or parcel of land containing about fifty acres lying in the Indian Woods and being the same which said Trivunt purchased of Murry Williams and Indian and which land is known on the Indian Map as N^o 5. Also another tract or parcel of land lying in the Indian woods adjoining the former containing about One hundred and forty acres being the same which Lewis Worrell bought of Green and Henry Twined Indians and sold to T Trivunt with all the tenements appurtenances &c. Also whatever interest the said T Trivunt may have in or to a claim which he has against Elija Barclay or what sum amount he may recover against Brittain Barclay and wife formerly Elija Wadelle in the suit now pending in the Circuit Superior Court of Southampton. Also whatever interest the said T Trivunt may have in or to the house and lot where he now resides in the Town of Jerusalem, or whatever interest he the said Trivunt or any person for him may recover in any future action for the same: Also two horses, about seventy Barrels of Corn about fifteen hundred pounds of Bacon two hogs of Sundry Ten head of Cattle ninety head of Hogs with the increase of both Cattle and hogs, also the farming Utensils of every kind now used in the cultivation of the land heretofore conveyed - also two negroes Craven and Jefe. also the following property in Jerusalem on the premises of the said T Trivunt to wit: five beds bedsteads and furniture two Carpets one Barouche and harness one saddle and bridle four Carts five table cloths two sets of knives and forks four dozen plates ten dishes one set cups and saucers two Coffee pots One Dozen silver tea spoons one half Dozen Table cloths - also all the kitchen furniture now used by the said T Trivunt and all the household furniture not before enumerated embracing Chairs tables glasses &c. Upon Trust nevertheless that should the said T Trivunt fail to pay to the said James S French the sum of money heretofore mentioned in this deed when he shall be required to do so that then the said L R Edwards shall sell at public auction to the highest bidder for Cash V^o Money the property herein conveyed whenever he shall be required to do so by the said J S French or his agent the said Edwards giving reasonable notice of the time and place of sale, and the proceeds of such sale as well as any other monies he may collect from the other interests herein conveyed the said L R Edwards shall after deducting all necessary expenses pay over to the said French in discharge of his debt in this deed provided for and the

remainder if any there be after the payment of the debt aforesaid pay over to the said T. Truuant his heirs &c. and the said J. French hereby covenants and agrees that the said T. Truuant shall remain in undisturbed possession of the property herein conveyed, until the trustee shall be required to sell. In testimony whereof we have hereunto set our hands and seals this day and date above written.

Theodore Truuant Seal
L R Edwards Seal
James J French Seal

Southampton County In the Clerk's Office the 25th day of March 1890.

This deed of Trust between Theodore Truuant of the first part L R Edwards of the second part and James J French of the third part was acknowledged by the said Theodore Truuant L R Edwards and James J French to be their act and deed and admitted to Records

Teste L R Edwards Ck

Attest
Teste L R Edwards Ck

Theodore Tregant
To Note

Thos Trelton

\$258.86

Riggs H^c

in

French H^c

Chas H^c

Filed with J^t Frenches ans.

Dec 17. 1839
R. O. Drury
assess 57/100

On demand with interest from date I Theodore Tregvant
agent for Martha Tregvant promise to pay or cause to be
paid unto Thomas Birtow—his heirs or assigns the just sum
of Two hundred & fifty Eight dollars 86/100 for value received
of him for the payment of which I bind myself as agent for
Martha Tregvant her heirs ^{and} executors administrators witness my
hand and seal this first day of October 1838

Theodore Tregvant agt E. B.

Settled by me per T. Tregvant.
T. T.