

1844-023

SOUTHAMPTON COUNTY
CHANCERY PAPERS

TAYLOR VS. FINNEY et al

11/1844

See also: French v. Fletcher et al, 1844-11

other surnames: French, Finny,
Riddick, Phillips, Powell,
Walters, Harrell, Benton,
Reddick

Will: 1839 John French Wanselmond County

Sampton

Robert Taylor

5. Injon.
Papers

Crawley Finney & Co

1844 e Nov. Injon. - displ. bico
displ. 82

Robert Taylor
v. ~~Chy~~ Chy & Poles
Crawley Firney & others

Taylor 3 chy. Notes.
" 3
Finney & al 3

= 1843. May 16th: Injunction awarded -

" " Bond & Release of Erors executed Same day -

" " Subpoena issued, returnable to June Rules -

" " 17 Order made in Court directing the Cause to be removed to the Circuit Superior Court of Law and chancery for the County of Southampton!

" June Rules. Return on the Subpoena of Injunction.
" Executed 16. May 1843 on Crawley Spring & a copy hereof delivered him.
" Executed 19th of May 1843 on Charles Watters & a copy hereof
" delivered him; - executed 27 May 1843 on Thomas S. Berntson
" & a copy hereof delivered him; - Richard H. Reddick not
" found - John Phillips lives in Isle of Wight County Va.
" Matthew Powell his dead & James H. Carrell no
" inhabitant -
" Service ack? John Phillips ad. of D. P. Phillips.

Chk of Mansumond fees \$2.91.

Injunction awarded on the usual terms
to the clerk of the
court. cost &c.
of it annexed County.

Rich. H. H. Baker

May 16. '43

Mar. " C. L. C.
Ch. & attk.

Jayson } Bill.
as }
~~Pinney~~ & others

1843. May 16. Bond executed.
& Release of money &
s. p. of Injunction
" May 17. Order removing cause
to Southampton.

To the Honble Richd H. Baker
Judge of the Circuit Superior Court of law & chancery
for the County of Nassau in chancery sitting:-
Humbly complaining sheweth unto your Honor your
Orator Robert Taylor of the County of Sussex, that at
a sale of certain slaves which was made in the
County of Nassau by Richard H. Riddick in the
year 1842, under a deed of trust from Crawley
Finney to him dated Feb'y 25th 1842 & recorded in the
County Court of Nassau a copy whereof is herewith filed
& prayed to be taken as a part of this Bill: That for
the benefit of said trust ~~the said parties to the Bill~~
your Orator gave bond for the amount of the pur-
chase money; & after the same became payable
your Orator was sued in the Circuit Supr. Court of
the said County of Nassau & a judgment has been
obtained against him for the amount thereof; a copy
of said Judgment & of the bond aforesaid is also herewith filed
& prayed to be taken as a part of this bill. - That after
the said sale a bill was filed by Sarah E. W. French
in the Circuit Supr. Court of law & chancery for Sussex
County the object of which is to recover possession
of said slaves; and the grounds of her claim being
more fully set out & explained by the record of said
suit a copy whereof is herewith filed & prayed to be
taken as a part of this bill. That the said Crawley
Finney in his own right has ex. of Dr. French & the
said R. H. Riddick are made parties in the said suit
and the same is still undecided:-

Your Orator charges that the parties to said Deed of
trust were conversant of all the facts connected with
the said Mrs. Sarah E. W. French's title to said slaves
at the time of the sale: & if there be any defect in
the title which yr. Orator holds, he is advised that
the said judgment at law ought not to be enforced,
although the trustee sold only such title as was vested
in him: because as your Orator will be able to establish,
the said Trustee & those claiming the benefit of said Deed
of trust, had been informed of the facts upon which the

title vested & had taken counsel as to the right
vested in the Trustee - and, as your Orator has been
informed, were advised by respectable counsel that the
right was good, before the trustee made the sale.

The sale was made under the impression that the
right vested in the trustee was good & valid: but
it appears that Mr. Sarah E. W. French has been
advised differently & has filed her bill to recover said
property of your Orator: Your Orator considers that
while the suit is pending against him to recover said
slaves it would be unjust that the judgment against
should be enforced against him. He therefore

prays that the said Crawley Finney in his ^{own right}
as ex. of J^r. French ^{the Phillips} ^{adv. of} Rich^d. H. Riddick ^{Drum}

J. Phillips, Matthew Donnell Charles Walters, James
Haskell ^{consenters in the above} ^{last} ^{and} ^{that} ^{by}

May be made default. Heats & be compelled to answer
to make to the allegations herein contained: That Mr.
Homer would join the J^r. Rich^d. H. Riddick, Trustee.

from prosecuting further his said judgment at law
& grant to yr. Orator such other relief as equity
shall dictate & the nature of the case require -

May it please yr. Honor to grant the

Hanscombs County to wit

— This was personally
before a Justice of the Peace for the county
of said. Robert Taylor, who reads with that
the facts, contained in the foregoing bill are
true to the best of his knowledge & belief
I am under my hand This 16th day of May 1843.

Riddick

The answer of Richard H Reddick to the bill exhibited against him and others by Robert Taylor in the Circuit Superior Court of Law and Chancery for the County of Namsmond This respondent saving and reserving to himself all just exceptions to the said bill for answer thinks it to so much more as he is advised it is material for him to reply to, says That he has understood and believes that when John French married Mrs Sarah Pebles, which he is informed and believes was in the year 1838, in the County of Northampton, in the State of North Carolina, she was in the possession of the slaves alluded to in the bill of the complainant and named in the bill of Sarah French therein referred to, except such as have been born since, having "full free and perfect enjoyment of all the proper advantages and emoluments in any way arising from the labour and services of the said slaves"; That the said John French immediately afterwards took into his ^{own} possession the said slaves and not long afterwards removed with his wife into the County of ~~North~~ Namsmond in the State of Virginia; That into that County he brought with him the said slaves and claimed and continued ^{to claim} during his life in his own right all the estate and title which his wife had in them at the time of their marriage or afterwards; and This respondent avers that the said John French some time previous to and at the time of his death so had possession of and used the said slaves, and that thus claiming them he disposed of them by his will, by bequeathing all his interest in them to his wife as will be seen by reference to a copy of his will to be filed with the answer of the Deft. George Fleming, to which answer this respondent begs leave to refer as showing the understood of

The said John French states, the receipt of the sale of his estate in the said slaves and the purchase of them by the said Crawley Tenny and admits so much of that answer as relates to these matters as parts of this answer. He does so because he had no direct knowledge of these matters otherwise than as derived from the said Tenny.

The estate so purchased by the said Crawley Tenny was afterwards conveyed by deed dated the 25th of February 1842 and duly recorded in the Clerk's Office of Stansford County, (a copy of which is filed with the complainant's bill) to this respondent in trust for the purposes therein mentioned. When the said slaves were sold under that deed and before they were sold the title was fully explained to the complainant who became the purchaser with a full knowledge of all the facts and circumstances connected with the right and propriety of the said purchase respecting them.

This respondent is advised that selling any as Trustee under the said deed and having concealed nothing respecting the title to the said slaves, but on the contrary having made a full exposition of the same premises to and at the sale he is in no way responsible to any person whatsoever except those claiming under the said deed as creditors of the said Tenny.

This respondent further states that he was advised by counsel as charged in the complainant's bill that he had good title to sell as he did, but the complainant nevertheless purchased on his own responsibility; for this respondent avers that the complainant was made acquainted with all the facts, and he was bound, as this respondent ~~was~~ ^{is} advised, to know the law arising out of them, and that it is

not for him now, having purchased with full knowledge, to dispute about paying the consideration of his purchase. The advice which this respondent recd was this; that the said slaves being in the possession of Mrs. Tucker, the said respondent was then as above stated, when Dea. John French married her, ceased to belong to her on his taking them into his ^{own} possession; that all her estate in them passed to him, and that this estate was "the full and perfect enjoyment of ~~the~~ all the profits advantages and emoluments in any way arising from the labour and services of the said slaves during her natural life" at the least. This opinion however he did not guarantee to the said complainant was correct. He was left to judge for himself and of course this respondent is in no way bound about it. He is still advised however that that opinion is sound law, and that the complainant is entitled to enjoy the profits of the said slaves during the life of Mrs. Sarah French.

Having fully answered, this respondent prays that the injunction granted in this case may be dissolved and the ~~case~~ hence dismissed with his costs in this behalf more wrongfully sustained.

Stansford County to wit.

This day Richard H. Redden appeared before me a Justice of the Peace for the County of Stansford and made oath that the facts & statements set forth in the foregoing answer are true to the best of his knowledge and belief. Given under my hand this day of 18

The answer of Crawley Trunney respondent
and as Executor of John French to the bill exhibited
against him and others by Robert Taylor in the
Circuit Superior Court of Law and Chancery for
the County of Hanover. This respondent saving
and reserving to himself all just exceptions to the
said bill for answer thereto as to so much thereof
as he is asked it is material for him to reply
to, says that when Doct. John French, the testator
of this respondent, married Mrs. Sarah French,
which was in the year 1838, in the County of
Northampton in the State of North Carolina, she
was in the possession of the slaves alleged to in
the bill of the complainant and named in the
bill of Sarah French therein referred to, except such
as have been born since; having "full free
and perfect enjoyment of all the proper advantages
and emoluments in any way arising from the
labour and services of the said slaves;" that the
said John French immediately afterwards took
into his own possession the said slaves and not
long afterwards removed with his wife into the
County of Hanover in the State of Virginia.
Into that County he brought with him the
said slaves and claimed and continued to claim
during his ~~own~~ life in his own right all the
estate and title which his wife had in them
at the time of their marriage or afterwards. That
thus claiming them he disposed of them by his
will, by bequeathing all his interest in them to
his wife, as well be seen by a copy of his will filed
herewith. Upon his death this respondent qualified
as his Executor and after selling all the other
personal estate and all the real estate, except

some property which is now in litigation in the
Superior Court of Angora Borough, he returned to the
Court of Nansmond on audit of his transactions
on the estate of his testator duly settled by an
accountant appointed by said Court, by which the
estate was found indebted to him in the sum
of \$1137.05 as of the date of April 14. 1841.

To pay off the indebtedness of the estate to
him and to prevent the slaves being levied on
to satisfy judgments against the estate founded
upon claims of inferior dignity to the balance
due to this respondent, he advertised publicly
on the 11th of October 1841 by posting up at the
front door of the Court house and at a number
of other public ~~places~~ places in the County of
Nansmond that the interest which the estate
of John Branch had in the said slaves, to wit
William, La Fayette, Annis, Indauna, Lucy and
her child, Phoebe and her child, Franky and her
two children and Jacky would be sold at public
auction before the Store of Henry P. Phillips in
Chesham in said County on the 29th of that
month. On that day at the place designated
the interest of said was offered for sale at public
auction, when a great number of persons being present
and this respondent being the highest bidder
at the price of Three hundred dollars became the
purchaser. Being often and pressed in his cir-
cumstances he subsequently conveyed all his
interest so purchased by him in the said slaves, in
trust to Richard H. Riddick by deed duly recorded
in the Clerk's office of Nansmond County - a copy
of which is filed with this complaint's bill.

Pursuant to this deed the said Richard H.
Riddick duly advertised that he should sell at

public auction on the day and at the place men-
tioned in the advertisement the interest in the
said slaves which had been conveyed to him
at that sale the complainant attended and
well knowing what he was buying, for a full
explanation of all the circumstances was given
to him by this respondent, he purchased the
said interest at the price of Three hundred
dollars or thereabouts, and he executed his bond
with security for the payment. ~~He was~~
~~advised by counsel as charged in the complaint's~~
This respondent is ad-
vised that the said slaves being in the posses-
sion of Mrs. Pables exercising ownership over them
as above stated when Mrs. John French married
him, ceased to belong to her on his taking them
into his own possession. That all her interest
in them passed to him, and that this interest
was "the full free and perfect enjoyment of all
the profits advantages and emoluments in any
way arising from the labour and services of
the said slaves during her natural life," at the
death; that this respondent as her Exor. in the
execution of ~~the~~ ^{the} ~~will~~ ^{will} of the estate had
the right to sell that interest; that the sale
being fairly conducted and made after due
advertisement he had a right to purchase, and
that the said Richard H. Riddick the Trustee
in the deed of said had the same right to sell.

This respondent further states that he
was ~~not~~ advised by counsel as charged in the complaint's
bill, that the said R. H. Riddick as Trustee in the
deed of said had good title to sell as he did, but
the complainant nevertheless purchased on his
own responsibility; for this respondent avers
that he was made acquainted with all the

facts, and he was bound, as this respondent is advised,
to know the law arising out of them, and that it
is not for him now, having purchased with full
knowledge, to dispute about having the consideration
of his purchase. Without that &c.

Having fully answered, this respondent prays
that the objection grounded on this case may be ~~disposed~~ and he
~~never~~ never dissatisfied with his case in this be-
half more wrongfully sustained

This day Granby Tenny appears be-
fore me a Justice of the Peace for
and made oath that
the facts and statements set forth in the
 foregoing answer are true to the best of his
 knowledge and belief. Given under my
 hand this Day of 18

The answer of John Phillips ~~and Henry & Tynes and~~
sons of Drury P Phillips and Henry & Tynes and of
Matthew Powell Rice, Charles Waters and James
Hance to the bill exhibited against them and
others by Robert Taylor in the Circuit Superior
Court of Law and Chancery for the County of
Harrison. These respondents saving and reserving
to themselves all just exceptions to the said bill
for answer thereto say that they know nothing
of the matters charged in the said bill except
that portion of it which relates to the execution
of the deed of trust dated July 25. 1842 from
the life of George Henry Finney to the life of R H Noddie
in trust for the purposes therein mentioned
and the sale made under the said deed to
the complainant, the particulars of which
are stated in the answer of the said
Defendants Finney and Noddie and which
they believe to be true and they do leave
to adopt both of these answers as containing
matters which they believe to be true. They
aver that the said deed was bona fide made
for the payment of just creditors of the
said Finney and they claim the full
benefit of it and the sale made under it
to the complainant. Having fully answered
they pray that the allegations made in
this suit may be disproved and the bill of
the complainant dismissed with their costs
in this behalf sustained &c.

Teste Hand for the
above named Deft.

Robert Taylor
v order of
Removal of cause.
Crawley Finney & al.

Ord. Chy Book. p 145.

Received by the Clerk of the
Cir. Sup. Court - June 19th 1843.

at a Circuit Superior Court of Law and
Chancery held for Nansemond County, at the
Court House, in the Town of Suffolk on the
17.th day of May 1843.

Robert Taylor.

Plaintiff.

against.

Erastus Finney in his own right and as
Executor of John French deceased, Richard
H. Riddick, John Phillips admor. of Drury P.
Phillips, Matthew Powell, Charles Walters,
James Harrell Creditors in the deed of Trust
mentioned in the plaintiffs bill of Injunction
and Thomas G. Benton.

In Chancery

Defendants

By Consent of the parties, and with the assent of the
Court, It is Ordered that this Cause be removed to the
Circuit Superior Court of Law and Chancery for the County
of Southampton.

Copy Teste

Joseph Prentiss. clerk

Robert Taylor

vs. Co. order
of Court
& cler
for the

Crawley Finney
others.

at a Circuit Superior Court of Law and Chancery
held for Nassau and County, at the Court House
in the Town of Suffolk, on the 17th day of May 1843.

Robert Taylor

Plaintiff

against
Crawley Skinner in his own right, and as Executor
of John French deceased, Richard H. Kiddick,
John Phillips a debtor of Drury P. Phillips,
Matthew Powell, Charles Walters, James
Harrell, creditors in the deed of Trust mentioned
in the plaintiff's bill of Injunction, and
Thomas H. Benton.

In Chancery

Defendants

By Consent of the parties, and with the assent of the Court,
It is ordered, that this cause be removed to the Circuit
Superior Court of Law and Chancery for the County of
Southampton.

Copy. Teste

Joseph Prentiss. clerk

Taylor

m 3

~~John~~

Flouring d.

Dec. 1844

To be entered

R. H. B.

Taylor

in } The High maternal Pounce having deposited
January 1. } this life, by answer of parties this suit
is removed against Henry & Tynes the
answer of said Pounce and the subpoena having been served
on the High Mat & Burton and the bill filed more
than two months and he still failing to appear &
answer, on the motion of the High the bill is taken for
conferred as to that High, and thereupon the cause
came on by answer of parties to be heard on the bill
the answer of the High, Gregory Taylor in his own
right and as P.D. of Wm Pounce, Richard H. Reddick
Wm Phillips answer of Duncy Phillips, Henry & Tynes
answer of Matthew Pounce died, Charles Winters and
James Hanel (which answer though not sworn to
is admitted by answer of parties to arise to the same
extent as if sworn to) general application and exhibits
and was argued by counsel; on consideration whereof
the Court doth adjudge order and decree that
the injunction granted to the plaintiffs on the
10th of May 1843 in the proceedings mentioned be
dissolved; ~~and~~ that the bill of the complainant be
dismissed and that each party pay his own costs.

(D. (att: F Ch:)

Robert Taylor

sub. of
Byron.

Crawley Finnerdale

- To June Rules 1843.

Executed 16th of May 1843 on Crawley Finnerdale & a copy hereof
delivered him - executed 19th of May 1843 on Charles Watters
& a copy hereof delivered him, executed 27th May 1843 on
Thomas G. Benton & a copy hereof delivered him - Richard
H. Riddick not found - John Phillips lives in Isle of Wight
County Va. Matthew Ponce is dead & James Harrell no
inhabitant -

John R. Kilby & Co.
for am H. Goddard & Co.

See in ackd. ~~for~~

John Phillips adv.
J. R. P. P. L. P.

Bond & Release of
Ernest
Joseph P. P. P. L. P.

pro. b. p. 15.

SUBPENA IN CHANCERY.

The Commonwealth of Virginia,

To the Sheriff of

Nansemond

County, GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

Gawley & Firney in his
own right and as Executor of John French deceased,
Richard H. Riddick, John Phillips debtor of Henry
Phillips decd, Matthew Powell, Charles Walters,
James Harrell, Creditors in the deed of Trust mentioned
in the plaintiffs bill of Injunction, and Thomas J. Benton

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery for the County of

Nansemond, on the first Monday in

June

next, (1843,) being Rule Day, to answer

a bill in ~~Chancery~~ ^{Injunction} exhibited against

them

by

Robert Taylor -

And unless ~~they~~ ^{two} shall answer the said bill, within ~~one~~ ^{two} months thereafter, the Court will take the
same for confessed and decree accordingly.—And have then there this writ.—Witness, —

Joseph Prentiss

Clerk of our said Circuit Superior Court of Law and Chancery for the County

of Nansemond, at his Office, this

16th

day of May 1843

and in the

6th

year of the Commonwealth.

Joseph Prentiss. clerk

☞ The Sheriff will note in his return the day on which this process is executed, upon each of the defendants.

John French's
Will

(a copy)

For Mr. A. Chandler att^o

per 50c

I John French of the county of Hansemond and State of Virginia, revoking all others do hereby make this my last will and Testament, To wit-

Item 1st I give and bequeath all the right and interest in the negroes acquired by intermarriage with my present wife, back to her and her heirs forever.

Item 2nd. I give and bequeath to my wife the Sord horse called Shadie, and also the Ligg and Harnes.

Item 3rd. I give and bequeath to my wife the sum of Two Thousand Dollars to be paid as soon after paying my lawful debts as can be, and provided the legacies thus bequeathed to my wife be received by her instead of or in place of any claim she might have on my Estate.

Item 4. I leave to my son Sam^l Basset the income or annual rents, of all my real estate until he attains the age of thirty years, and when he arrives at the age of Thirty I leave to him the said Estate provided nevertheless, and upon the express condition that up to that period he shall not verbally, or in writing, or in manner whatever, have done or executed any act or deed by which his claim or title to the said Estate shall have been lost or parted with, and if at the age of Thirty he shall have verbally or in writing or in any way whatever parted with or endeavored to convey away his right and interest in the said Estate, I give and bequeath to him for the remainder of his life the sum of rents & income of said Estate and after his death to his lawful issue. Should he die without lawful issue and have parted with or forfeited his right to the said estate I give and bequeath it to the issue of his sister Rebecca and his brother Blake to be equally divided between them.

Item 5th I give and bequeath to J. Blake Mayden the sum of One Thousand Dollars & the bed, mattress, wash hand stand and bowl & pitcher now in his possession, provided he agrees to an amicable settlement of my guardian account with him, and also for the claim he may have

against me on account of his late Bro James' estate -
Item 6. My Executor hereafter to be named is hereby invested with full authority to sell and dispose of any of my real and personal estate which he may deem best for the payment of my just debts, and to convey and execute proper & sufficient deeds for the same.

Item 7.th I leave as Executor to this my last will and Testament Brauley Finney and having confidence in him I respectfully request the County Court of Mansfield to suffer him to qualify without giving security.

Item 8.th I hereby authorize my Executor to provide a suitable & comfortable home for my wife until the legacy bequeathed to her is paid.

Item 9.th I give and bequeath my wife a Bedstead, bed & furniture, bureau & travelling trunk & side saddle.

In Testimony whereof I hereby affix my hand & seal this 26.th day Sept 1839 -

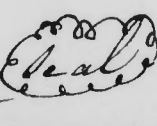
Signed sealed & acknowledged
as my last will and Testament
in the presence of -

James Denson

James H. B. N

Matthew Powell

H. J. Powell

John French. 

First Codicil To my last Will and Testament -

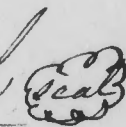
I John French upon reflection, make the following alterations & addition to my last will & Testament, and hereby make them a part of the same, to wit -

I revoke so much of Item 3rd as gives to my wife the sum of Two Thousand Dollars, and give and bequeath to her instead thereof the sum of One Thousand Dollars, and I further authorize & require my Executor to make suitable provision for my son until my estate is settled and to expend such sums as he may deem advisable for his Education - and also I bequeath to my son all my library -

I desire that this my First and only Codicil to my last will & Testament be a part and parcel thereof.
In Testimony

whereof I hereby affix my hand - seal this 3rd
Oct. 1839 -

Signed sealed and acknowledged
as part of my will & Testament
in presence of Matthew Powell
E. E. Powell. E. S. Powell
C. H. Gale. Henry J. Powell.

John French 

at a Monthly Court held for Mansfield
County the 14.th day of October 1839 -
The last will and Testament of John French deceased,
being proved according to law by the oaths of Matthew
Powell and H. J. Powell two of the subscribing witnesses
thereto, as was the Codicil annexed to the same, are ordered
to be recorded. And on the motion of Brauley
Finney the Executor therein named, who made
oath thereto, and entered into and acknowledged a bond
in the penalty of Forty Thousand dollars, conditioned as
the law directs, (without security the will requiring
none) letters Testamentary of said Will were granted
him in due form

Teste

Joseph Prentiss. clerk.

Copy Teste

Joseph Prentiss. clerk

Notary Office
14th Oct. 1843

John French's Estate
with Exors' acc^o.
Crawley Finney Exor.
a copy.

John A. Chandler att^o.

Dr. The Estate of Dr. John French deceased
In account with Crawley Finney Executor. Cr.

		Charges.	Credits
1839.			
Oct: 28	To cash paid Thos Farmers Bank of Va. a bond for do	\$ 200. 00	
Nov 5	" " " The same Do per do	210 75	
(a)	" " " Mrs Sarah E. French, widow for purchases articles of clothing	5. 00	
20.	By do received for the sale of 14 head of Cattle sold privately, in Norfolk.	" "	161. 00
27.	To do paid Jacob Keeling in part for hire for negro man Jerry for 1839 per rec.	15 00	
"	" " for by for the use of the family	4. 43	
Dec 8	" " Rich ^d . Woodward, for Coffin for acct. tract	50. 00	
(a) 12	" " Remitted Sam ^l . B. French, son of the Testator at various times	50. 00	
(e)	" " For Exor's expenses in going to Baltimore, to administer on Testator's Est. in Maryland	20 00	
"	" " For Exor's own medical acct. for attendance from 1. Sept to 12. Oct. 1839, night & day per acct.	160 00	
"	" " Paid for defencing Court, after the sale	18 00	
9	" " Thos. G. Broughton & son for advertised. Sale & pract. tract	20 25	
19	" " " Margaret Stimpson for bond & int.	111. 50	
(a) 21.	" " " Sarah E. French, widow, per rec.	20. 00	
23	" " " Matt ^l . Powell, blacksmith his bill for acct. tract	25. 40	
29	" " " James Milby, for Coffin for negro Sam ^l . do do	4. 25	
"	" " " Exor's own acct (the balance due) for Corn, pork, Carts &c. per acct	104. 67	
"	" " " Ro. C. Jones for attending farm & motor services in gathering the crop &c. per acct. tract	52. 50	
1840.			
Jan. 1.	" " " Thos. D. Day Merchants acct. do do	155 46	
(b)	By do rec ^d of Dr. Phillips, in full for the purchase of the Farm, called "Colladay's Point"		11,000. 00
	To Cash paid Jacob Keeling, one year's interest on 4 bonds, each of \$1500. for Rec ^d	360. 00	
	Amts. Carried on	\$ 1587. 21	\$ 11,161. 00

1840	Am'ts brought on	\$ 1587. 21.	\$ 11. 10.	00.
Jan 9.	To cash paid Jacob Keeling in full for one bond & interest against Testator pr bond & rect	3. 184	50.	
Feb. 1.	" " " Mr. J. Hill, printing hand bills of sales pr act & rect	12.	00	
" "	" " " Jos. Prentiss, clerk pr recy. will & qualification copies of Will &c pr fees	6.	62	
23	" " " W. C. Powell as overseer for the year 1839 pr act. & rect	95.	00.	
ap. 18	" " " Mr. Phillips Jr. as appraiser & for digging up Mulberry trees &c pr act & rect	4.	00	
May 2.	" " " Farmers Bank of W. Va pr Note & rect	210.	75	
9	By amt of sales made 9 Nov. 1839 on credit of 6 mos. due this day			1787 03.
June 1.	" " " Ed. E. Phillips in part of acct. pr rect	25.	90	
Sep 21	" " " Jacob Keeling in part of one of said bonds of \$1500 pr rect.	750.	00.	
oct 14	" 5 percent Com on \$12,948.03 amt of receipts	627.	40.	
" "	" Balance due Est. to close	6444	65.	
" "	By balance due the estate brought done	12,948. 03	12,948. 03.	
Nov 24	To cash paid J. H. Bott for 1 mo. board of Mr. S. E. French & word done for her pr act. & rect	12.	26	
dec 5.	" " " W. W. Sharpatts at law for advice do & do	5.	00	
3.	" " " for the executor's expenses in going to Norfolk to make sale of Real Estate	4.	50.	
(C)	" " " J. B. L. Marsden pr rec. & discharge	1000.	00	
7.	" " " Mrs. M. Nash to sell said real est. pr act. & rect	20.	00	
8	" " " Sergeant of Norfolk Borough, Testator's Taxes on real Est. for 1839 & 1840 pr act & rect	168	06	
14	" " " Jacob Keeling further part of bond of \$1500 pr rect	590	00.	
1841 Jan. 1.	" " " Same in full of do, pr bond & rect	235.	24.	
" "	" " " Same for one other bond of \$1500 & int. pr do & do	1590	00	
" "	" " " Same for the other 2 do of \$1500 each & do pr do & do	3180.	00	
	am'ts carried on	6805. 06	6444. 65.	

1841.	am'ts brought on	6805. 06	6444. 65.	3
Jan. 1.	To cash paid Richard H. Kiddick a Bond assigned him by L. Finney pr bond & rect	821.	32.	
" "	" " " Same, another do do pr do & do	690.	67	
" "	" " " Same another do do pr do & do	690.	67	
" "	" " " Same another do do pr do & do	690.	67	
" "	" " " Same one other do do pr do & do.	2370	67	
4	" " " R. C. Jones for Corn bought by Testator pr act & rect	74.	40.	
7	" " " Charles Walters, Merchants acct. pr do & do	142.	83	
" "	" " " Mr. E. Whitfield, for a horse bought by Test. do do	35.	00.	
Feb. 6	" " " Jas. Chapman, for Mr. Davis for furnishing negro woman Frances with provisions do & do	10.	00	
Mar 3	By Cash rec'd for the sales of Real Estate in the Borough of Norfolk sold 3 ^d dec 1840 on a credit of 3 mos & due this day, to wit The Warehouse for and the Interest of Testator in a Wharf for			3670. 00 1030. 00.
ap. 14	To Cash paid E. E. Phillips balance due on acct. pr mch furnished dec. pr act. & rect	88	08.	
" "	" paid The Clerk of Mansfield for order to settle estate 44 th recording Inventory & apprais. \$1.43.			
" "	recording acct. of sales \$2.38 & this settle. \$2.25.	6.	50.	
" "	" paid the Com. for this settlement pr rect	7.	50	
" "	By interest on \$6444. 65 to this day 6 mos	"	"	386. 67
" "	To 5 percent Com on \$4,700 amt. of rect.	235	00.	
" "	" Balance due the Executor to close acct	"	"	1137. 05.
		\$ 12668. 37	\$ 12668. 37	

1841.
ap. 14. To Balance due Executor brought down \$1137. 05

Special Remarks.

(a) There are amounts of money were paid to and for Mrs Sarah E French, the widow, and Saml. B. French, the son of the Testator, by virtue of those portions of his will, which direct that his Executor should provide a suitable and comfortable

home for his wife until the Legacy bequeathed her be paid, and to make suitable provision for his son, until his Estate is settled, and to expend such sums as he may deem advisable for his Education.

(b) The farm called "Holladay's Point" purchased by Mr. Phillips for \$11,000. was sold on a credit of one, two, three, four & five years, with interest from 1st Jan'y. 1840: but as Mr. Phillips paid the whole amount, the same is here credited.

(c) The Testator by his will gives Mr. Marsden \$1000. on conditions that he releases all claim he may have on his estate - Mr. Marsden has executed a receipt for the said sum of \$1000. and also a discharge to the Exor: releasing his claim on Testator's estate, which is recorded in Norfolk Borough Court.

(d) These bonds were not all due, but were carrying interest from date, therefore the Exor paid them

(e) There is a suit now pending in the State of Maryland, in which the Testator is interested: nothing has been rec'd by the Exor: as yet.

Nansemond County, To wit:

Pursuant to the annexed order of Nansemond County Court, the undersigned, the Commissioner there by appointed Respectfully reports: That Crawley Brimney Executor of John French deceased, produced before him, vouchers corresponding with the several charges in the foregoing account, which were considered sufficient, and therefore allowed. By which account it will be seen that the Testator's Estate is indebted to the Executor the sum of one thousand one hundred and thirty seven dollars and five cents with interest thereon from the 14th day of April 1841, till paid.

The Executor qualified in Nansemond County Court on the 14th of Octy 1839 and proceeded forth with to make such disposition of the property as he considered best, having the authority to sell the same either publicly or privately. There are debts, as the Exor: states, yet unpaid, and before they can be discharged, the Executor will have to dispose of some other real estate situated in Norfolk Borough, which he will do, as soon as an opportunity offers.

Having stated such remarks specially as thought proper, the undersigned, now submits the foregoing account, remarks & report to the Worshipful Court of Nansemond County.

Given under my hand this April 26th 1841.

John R. Kilby Sp. Comm.

At a Quarterly Court held for Nansemond County the 14th day of June 1841 -

This Settlement of the Estate of John French was returned to Court examined, and ordered to be filed for exceptions. And at Monthly Court held for the said county the 12th day of July following, the said settlement having been returned one term, and no exceptions having been filed thereto, is confirmed, allowed and ordered to be recorded.

Teste

Joseph Prentis. clerk

Teste

Joseph Prentis. clerk

Nans. Office
Oct. 12th 1843

Copy

Crawley Finney
copy

to 3 Dred of Trust

Richard H. Kiddick Jr.
Trustee for himself & others

Taylor
v.
Kiddick et al.

filed with the Bill of
Injunction.

fee \$1.34

An Indenture, made this the 25th day of February 1842.
 Between Crawley Finney, of Nansemond County, of the first part,
 Richard H. Kiddick, as Trustee for himself & others of the 2nd part
 and Richard H. Kiddick, Drury P. Phillips, Matthew Powell, Charles
 Walters, of Nansemond County Va. & James Harrell of Murphree's Co-
 ro, N. Carolina, & others, of the third part; all of whom are Creditors of
 him, the said Crawley Finney. Whereas, the said Crawley Finney is
 justly indebted to many persons in various amounts, as hereinafter
 more particularly specified in a schedule, designated as schedule
 No (1) of names and amounts as nearly as can be ascertained. —
 And whereas also the said Finney is justly indebted to the said Rich-
 ard H. Kiddick, Drury P. Phillips, Matthew Powell, Charles Walters
 and James Harrell, in large sums of money, as well upon bonds,
 obligations & claims payable to each of them, individually as in
 respect of debts, claims &c in which each of them respectively, as se-
 curity or otherwise, is responsible or liable conjointly with him the
 said Finney to other persons as will be more obvious and apparent
 by reference to a schedule, designated as schedule (No. 2), hereinaf-
 ter mentioned, containing each one's aggregate claims, together with
 his liability as aforesaid conjointly with the said Finney. All of which
 debts, bonds, obligations, claims acts &c, in manner, order and
 form as hereinafter prescribed and marked out be the said Finney
 is anxious to pay off discharge & to be released from and as far as
 possible, to indemnify his said creditors, against all loss arising
 from their respective liabilities as securities & otherwise, as aforesaid
 for him the said Finney to other persons and also himself to be
 released from such claims, obligations &c. And whereas the part-
 ies to these presents, believing that these objects, as well as the o-
 ther purposes of this Indenture, will be better obtained and promo-
 ted by an immediate delivery up, transfer & assignment on the part
 of the said Finney of all of his property real & personal, excepting such
 property as he may at the date of these presents be bound otherwise
 to convey or sell ~~by~~ by previous contracts &c, goods & effects to
 one of his said creditors as trustee for the benefit of himself & the
 others according to the tenor & terms of this said Indenture - than
 to wait a longer space of time, in consideration whereof and
 for the objects & purposes aforesaid as also on account of the many

(2.)
 losses, misfortunes, disappointments and damages sustained by the said Finney, they the said Riddick, Phillips, Powell, Walters and Howell, creditors as aforesaid, of the said Finney in consideration of the premises have agreed to compound with and accept from the said Finney, the assignment, conveyance, transfer &c of his property, estate, goods & effects to the said Richard H. Riddick, trustee as aforesaid selected by the parties to these presents for the objects and purposes thereof and also have agreed forever to discharge, release and acquit the said Finney of all claims, debts &c which each of them may have or hold against him, up to the date of these presents, as well as that is each of them, to assume the payment of such claims, debts, judgments &c in which each of them may be bound, as surety or otherwise, conjointly with the said Finney, to other persons and forever to release and save indemnify the said Finney against the payment, or his part of the said claims in which as each of them individually or respectively may be jointly bound with him, or liable as security or otherwise, for him the said Finney. Therefore this indenture witnesseth, that the said Bradley Finney in consideration of the premises, and also for the purpose of selling and distributing his estate, property, goods & effects, among his creditors as hereinafter prescribed & ordered and arranged; and also in consideration of the several respective undertakings, promises, covenants & agreements of his said several creditors hereinafter by them made, as also for the sum of one Dollar, to him, in hand paid by the said Richd. H. Riddick, the receipt whereof, is hereby acknowledged, has granted, bargained, sold, transferred, set over, assigned & conveyed, and by these presents does grant, bargain, sell, transfer, set over, assign & convey, unto the said Richd. H. Riddick, his heirs and assigns; "all of his, the said Finney's property, real, excepting the farms called mount Ararat, on which, he now resides, and Rush Worn & Stuart tracts, which the three, have by previous contracts &c been sold, or otherwise conveyed, and in respect to which, this indenture, it is understood by the parties to these presents, does not effect, touch invalidate, or operate upon; and personal goods, chattels & effects that is to say: the following negroes, to wit: Alfred, Dick, Peter, Washington, Bob, Anthony, Miles, Emma, Beley, Matilda, Emeline; and those negroes bought by me, belonging to Dr. French's Estate; and also the following property, to wit: four mules, carts & gear, twenty head of

(3.)
 cattle, bonds &c, five horses, household & kitchen furniture, Big buggy, stock of hogs, farming utensils, books and medicine. To Have and to Hold, receive and take the same, to the said Richd. H. Riddick, his heirs & assigns forever. In trust, however, and to the intent and purpose, that he the said Richd. H. Riddick shall & do as soon as convenient, advertise, sell, dispose of and convey, all of the property herein conveyed, transferred & assigned to him by the said Finney, & collect & recover, all the outstanding claims & debts (not excepted at the time of their creation from the operation & influence of this indenture,) due to him the said Finney; and with the monies arising therefrom, after deducting his reasonable costs, charges & expenses of this trust, shall & will pay in the first place & order, the following certain debts, bonds claims, accounts, as near the amounts can be ascertained which are specified, noted and contained in the following schedule, designated as Schedule No 1. to wit: the debts due from said Finney.

Schedule No 1.		and		Schedule No 1.	
To R. Schury supposed to be	\$130	To Joseph Hockey about	\$150		
" Thos. S. Benton " " "	45	" R. H. Denson " "	45		
" Richd. Corbell " " "	45	" Geo. W. Carpenter " "	75		
" Daniel Hutton " " "	80	" Wm. Rowland " "	135		
" H. L. Hayes " " "	75	" J. B. Broughton " "	20		
" Wm. Folk " " "	40	" A. J. Hill's Estate " "	15		
" Mr. Nancy Wills " " "	80	" Vesey & S. Butts \$10 " "	18		
" Dillon " " "	40	" Trustees of school suffo. " "	20		
" Wm. Addison's Estate " " "	160	" Setho H. Jenkins " "	20		
" Wm. Green " " "	250	" Patrick Dole " "	25		
" Mrs. Powell " " "	60	" Chapman for bond bal. " "	15		
" Inc. S. Ragland " " "	300	" Inc. B. Benton bal. cowmule " "	45		
" Caleb. Ronsall " " "	32	" Debt to R. Carr Bowers do: " "	110		
" Inc. H. Nash " " "	32				
Schedule No 1		Schedule No 1		Schedule No 1	
Schedule No 1		Schedule No 1		Schedule No 1	
James Chapman	115	Nathaniel Beeman	\$50		
John Minton	220	E. E. Phillips	85		
Elizabeth Finney	80	Meit Briggs	37.50		
Nancy Finney	80				
George Bodwin	80				

4 and also other small debts, which at the time of the execution of these presents may not be remembered, since the reason of the preference herein given to the creditors mentioned in above schedule No 1, is that the said Finney may not be harassed, molested, sued and arrested, in respect to them. And the residue after discharging the said debts, amt claims &c in the said schedule No 1. specified, shall divide and distribute equally and ratably among the several creditors, to wit: the said Richd. H. Riddick, Dury J. Phillips, Matthew Powell, Charles Walters and James Hanell, according the several amounts which may be due to each one, together with the amount which each one may be liable as security or otherwise for the said Finney, to other persons, that is to say; to the debt which the said Finney may owes owe, individually, to each one of the said creditors, to wit: Riddick, Phillips, Walters, Powell, & Hanell, will be added, the amt. which each may be bound for as surety or otherwise, conjointly with the said Finney, to other persons which aggregate amounts of individual debts & liabilities of the said several creditors shall be paid off as aforesaid, equally and ratably, without any preference or distinction between the said several creditors, to wit: the said Richard H. Riddick, Dury J. Phillips, Matthew Powell, Charles Walters & James Hanell whose said several amounts of debts & liabilities are approximate to in the following schedule No 2

Debts due Riddick		Riddick's Liabilities as Surety &c	
Notes and written obligations as near as has been yet ascertained . . .	3574.94	Amount of C. Finney's proportion of the notes given to Tho. Penn Mr. Copeland for \$828.75 the purchase of land Riddick's liabilities Three bonds to M. L. Jynes with int about 1400.00 Note to W. H. Jordan 500.00 Virginia Bank 1500.00 D. J. Phillips jointly liable for 1/4 of this amount.	

Schedule No. 2

Schedule No. 2

Debts due Phillips		Phillips' Liabilities	
An open acct about 350.00		Note to J. E. Wilson 200.00	
Note for 950.00		John Alchander 300.00	
		Jointly liable with Riddick for ^{one} half of the amt. of 750 due the Virginia Bank. (Notes due R. H. Riddick amount of Hanell's liabilities 1999.66)	
Debts due Hanell			
(None)		Note to Col. Holladay 420.00	
		Mrs Nancy Finney 400.00	
		about, Caleb Savage 145.00	
Debts due C. Walters		Walters' Liabilities	
		Note due Virginia Bank	750.00
		2 notes to self about 250	
		Coman's due bill assumed by me . . .	24
Debts due M. Powell		His liabilities	
Open acct about 100.00		2 notes to Mr. Salt \$300 each	600

Schedule No. 2

Schedule No. 2

Schedule No. 2

Schedule No. 2

Schedule No. 2

Schedule No. 2

Schedule No. 2

Schedule No. 2

which

6. said enumeration is not designed to exclude debts which may be due by the said Finney, to any one of the said several creditors mentioned in the said schedule No. 2 or any liabilities of the same as security or otherwise, for the said Finney which may not have been remembered save such debts &c as may be excepted, by previous arrangement, from the influence of this said indenture, we the said several creditors, to wit: the said Rich^d H. Kiddick, Drury P. Phillips, Charles Walters, Matthew Powell & James Harrell (only) for themselves respectively & severally and their several heirs, exors, admors & assigns do covenant, promise, compound and agree, to with the said Crawley Finney his Exor. admors. Theirs & each of them by these presents, to accept, receive & take of & by these presents do accept, receive & take of & from the said Crawley Finney the said assignment, transfer, setting over, bargain & sale, & conveyance of his property, goods & effects therein before conveyed, transferred & assigned to the said Rich^d H. Kiddick for the purposes of sale & distribution thereof, according to the terms, order & arrangement in this said indenture, marked out & prescribed, in full discharge & satisfaction of the several debts & sums of money that the said C. Finney does owe & stand indebted to us, his said several respective creditors. And that we never will, nor shall any of our respective heirs exors. admors. or assigns, or any of us, or them, or either of them ever at any time or times hereafter, sue, arrest, molest, trouble, attack or condemn, or cause it to be done, the said Crawley Finney, his heirs, exors. admors or his their goods, chattels or effects hereafter acquired, for any debt or other thing now due & owing to us, or any of us, his said respective creditors or for, or on account of any debt or other claim for which we or any of us respectively as security, or otherwise, for the said Finney may be liable or responsible for, to other persons: But in respect to such liabilities of us, or any of us, as aforesaid, as security or otherwise bound jointly with the said Finney, to other persons, each of us his said respective creditors, in respect to our respective liabilities as aforesaid, do covenant for ourselves and our respective exors. admors. Theirs, with the said Crawley Finney & his exors. admors. Theirs & each of them, that we will respectively assume & pay off in consideration of the promises & forever discharge all bonds obligations & debts, in which we respectively & individually as security or otherwise are liable for with the said Finney to other persons

7. at this time or date; and that in respect to such payment & discharge of such, the said Liabilities, we do, & each of us does forever, release & quit claim & discharge by these presents, do bind ourselves respectively & our respective heirs, exors. & admors to discharge, release & acquit the said Crawley Finney his heirs, exors & admors & every fall of them of, from all manner of actions, causes of actions, suits, demands, judgments, claims either in respect to the said liabilities, but also as aforesaid in respect to any other debt, account, claim, balance, judgment, actions, or causes of actions & demands whatsoever in law or equity, which against the said Crawley Finney we or any of us respectively, or our respective heirs, exors & admors hereafter, or now have, upon or by any reason of any matter, cause or thing whatsoever, up to the date of these presents. — In testimony whereof, the parties aforesaid, hereunto affix their hands and seals this 28th day of February 1842.

Signed, sealed & acknowledged
in presence of —

Rich ^d H. Kiddick Sr. Trustee	Seal
Rich ^d H. Kiddick Jr	Seal
Drury P. Phillips	Seal
Matthew Powell	Seal
Charles Walters	Seal
James Harrell	Seal

As. W. Hockey as to P. & Powell
H. J. Powell as do
H. S. Corbell as do

Hertford County, North Carolina — James Harrell
We, Redmond K. Parker & A. W. Darden, Justices of the Peace, for the County aforesaid, hereby certify, that James Harrell, a party to a deed, bearing date the 28th February 1842, (and a resident of Hertford County), hereunto annexed, appeared before us, and acknowledged the same to be his act and deed, and desired us to certify the same to the County Court of Nansemond County Virginia, for record. Given under our hands and seals, in the County aforesaid this 26th day of February 1842.

R. K. Parker Jt. Seal
A. W. Darden Jt. Seal

In the Clerk's Office of Nansemond County Court the 28th day of February 1842. — This Indenture of Trust, from Crawley Finney to Richard H. Kiddick Trustee, for himself and the creditors therein referred to, was received in the Office, testified by Redmond K. Parker and A. W. Darden, two Justices of the Peace for the County of Hertford in the State of North Carolina, as to its acknowledgment before them

(8)

by James Hannell, a party thereto; and on the same day, month and year, the said indenture was acknowledged before me, in my said office, by Crawley Finney, Richard H. Riddick Sr. as Trustee, and the same Richard H. Riddick Jr. individually, Charles Walter and Emily P. Phillips, to be their act and deed; In the Office aforesaid, the 7th day of March 1842, the said Indenture, was acknowledged by Matthew Powell to be his act and deed, and with the Certificate annexed, admitted to record.

Teste

Joseph Prentiss clerk

Naus^{ts} Office
20th May 1843

Attest, Teste,

Joseph Prentiss. clerk

Richard H. Riddick sur.
v Co. Sud. &
Bond.
Robert Taylor & Co.

Taylor &
v Riddick & Co.
filed with the Bill
of Injunction.

at a Circuit Superior Court of Law and
Chancery held for the county of Narsemond
the 16.th day of May 1843.

Richard H. Riddick Sen^r Plaintiff
against In debt.

Robert Taylor and Thomas G. Benton Defendants

This day came the plaintiff by his attorney, as the
defendants in proper person, and the defendants ac-
knowledge the plaintiff's action, therefore It is considered
by the Court, that the plaintiff recover against the
defendants, Three hundred and seven dollars, and
fifty cents, the debt in the declaration mentioned,
with legal interest thereon, from the 7.th day of October
1842, till paid, and his costs by him, about his fees
in this behalf expended.

and the said defendants in Mercy &c.

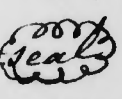
Costs \$6.78.

Copy. Teste
Joseph Prentiss. clerk.

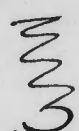
The following is a copy of the Bond on which the
foregoing judgment was rendered.

\$367.50 Six months after date, we or either of us promise
to pay to Richard H. Riddick Sr (Trustee to a deed of Trust
executed by C. Firney for the benefit of his creditors) or order
the sum of Three hundred and seven dollars & fifty cents,
it being for property purchased at a sale of said Firney's
estate, made by said Trustee on this day by virtue of said
deed: for the payment of which we bind ourselves, our
& each of our heirs, executors and admors. jointly and
severally, firmly by these presents. As witness our hands
and seals this 7th April 1842.

Teste.

Rob^t Taylor 
Tho^s G. Benton 

Copy Teste
Joseph Prentiss. clerk

Robert Taylor
v  Injion Bond.
Crawley Kimey.

1843.
May 16—

INJUNCTION BOND.

KNOW ALL MEN BY THESE PRESENTS, That we

Robert Taylor
and John R. Chambliss and Archibald Atkinson
are held and firmly bound unto *Richard H. Riddick Sen.*in the just and full sum of *Six hundred and fifteen dollars*to which payment well and truly to be made to the said *Richard H. Riddick*
*Sen. Sen.*Heirs, Executors, Administrators or Assigns, we bind ourselves, our and each of our Heirs, Executors
and Administrators, jointly and severally, firmly by these presents, as witness our hands and seals,
this *16th* day of *May* 18*43* —THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound
Robert Taylor has

obtained from the Honorable

Richard H. Baker

Judge of the Circuit

Superior Court of Law and Chancery for the County of

Nassau

an Injunction to stay all further proceedings on a judgement

obtained by confession
in the Circuit Superior Court of Law and
chancery for Nassau County, on this day
for the sum of Three hundred and fifteen
dollars and fifty cents with legal interest
there on from the 7th day of October 1842
here paid and the costs —

until the further order of said Circuit Superior Court of Law and Chancery for the County of

Nassau

NOW if the said

Robert Taylor shall well and truly pay
all money and costs due or to become due to the Plaintiff in the action of law, and also shall well and truly
pay and satisfy all such damages and costs as shall be awarded against *him* —in case the Injunction aforesaid shall be dissolved, then the above obligation to be void, or else to remain in
full force and virtue.Signed and delivered }
in presence of }*Robt Taylor* *J R Chambliss* *Archd Atkinson* 

NANSEMOND COUNTY, sc.

THE within named *John R. Chamberlaine & as ch. & as m. on*
who ha ~~un~~ signed the foregoing bond as security, this day appeared before me as Clerk of the Circuit
Superior Court of Law and Chancery for the County of Nansemond, and made oath that after the payment
of all ~~their~~ debts, ~~their~~ Estate ~~is~~ worth \$ *615-* the penalty of the said bond, as
~~they~~ verily believe. Given under my hand this *16.* day of *May* 1843
~~188~~ at my Office.

Joseph Prentiss clk

RELEASE OF ERRORS.

KNOW ALL MEN BY THESE PRESENTS, That I *Robert Taylor*
of the County of *Stafford* in consideration
of having obtained from the Honorable *Richard H. Baker* Judge of the
Circuit Superior Court of Law and Chancery for the County of Nansemond, an Injunction to stay the
proceedings on a Judgement at law, recovered against *him*

in the Circuit Superior Court of Law and Chancery for the County of Nansemond, on the *16. day of*
May 1843. for the sum of Three Hundred and
seven Dollars & fifty Cents, with legal interest thereon
from the 7. day of October 1842 - well paid
and costs

have released and forever acquitted claim to the said

and his -

Executors and Administrators of all error and writs of error and erroneous proceedings whatsoever, and all
misprison of error, defects and imperfections, had, made, committed or done in, about, touching or concerning
the aforesaid Judgement, or the proceedings at law in the said suit. In witness whereof, I have hereunto
set my hand and seal, this *16.*

day of *May* ~~188~~ 1843 -

R Taylor 

Crawley Finney
to Deed in
Trust
Richard H. Kiddick
Trustee &c

(a copy.)

For Mr. a. Chandbratt.

An Indenture, made this the 25th day of February 1842, between
Crawley Finney of Nansemonde County of the first part, Richard H.
Riddick as Trustee for himself & others of the 2^d part, and Richard H.
Riddick, Drury P. Phillips, Matthew Powell, Charles Walters
of Nansemonde County Va. & James Harrell of Murphreesboro,
N. Carolina & others of the third part all of whom are creditors
of him the said Crawley Finney: Whereas the said Crawley Finney
is justly indebted to many persons, in various amounts, as hereinafter
more particularly specified in a schedule (designated as schedule
No 1) of names and amounts as nearly as can be ascertained: And
Whereas also the said Finney is justly indebted to the said Richard
H. Riddick, Drury P. Phillips, Matthew Powell, Charles Walters
and James Harrell in large sums of money, as well upon bonds, obligations
& claims payable to each of them, individually as in respect of debts
claims &c: in which each of them respectively (as security or otherwise is
responsible or liable conjointly with him the said Finney to other persons
as will be more obvious and apparent by reference to a schedule
(designated as schedule No 2) herein after mentioned, containing each one's
aggregate claims together with his liability as aforesaid conjointly
with the said Finney. All of which debts, bonds, obligations, claims
acts &c, in manner, order and form, as hereinafter prescribed
and marked out, he the said Finney is anxious to pay off, discharge
& to be released from, and as far as possible, to indemnify his said
creditors, against all loss arising from their respective liabilities
as securities & otherwise, as aforesaid for him the said Finney to
other persons and also himself, to be released from such claims
obligations &c: And Whereas the parties to these presents, believing
that these objects, as well as the other purposes of this Indenture, will
be better obtained and promoted, by an immediate delivery, up
transfer and assignment on the part of the said Finney of all
his property real & personal, excepting such property as he may at
the date of these presents, be bound otherwise to convey or sell by
previous contracts &c, goods and effects to one of his said creditors
as trustee for the benefit of himself & the others according to the
tenor & terms of this said indenture - than to wait a longer
space of time. In consideration whereof, and for the objects & purposes
aforesaid, as also on account of the many losses, misfortunes, disappointments
and damages, sustained by the said Finney - they the said Riddick,

Phillips, Powell, Walters and Harrell, creditors as aforesaid of the said Finney, in consideration of the premises, have agreed to compound with and except from the said Finney, the assignment, conveyance transfer &c of his property, estate, goods and effects to the said Richd St. Middick, Trustee as aforesaid, selected by the parties to these presents, for the objects and purposes thereof, and also have agreed forever to discharge, release and acquit the said Finney of all claimed, debts &c, which each of them may have or hold against him, up to the date of these presents as well as (that is each of them) to assume the payment of such claims, debts, judgments &c in which each of them may be bound, as surety or otherwise, conjointly with the said Finney, to other persons and forever to release and save & indemnify the said Finney, against the payment on his part, of the said claims in which as each of them individually or respectively may be jointly bound with him or liable as security or otherwise, for him the said Finney.

Therefore this Indenture Witnesseth, that the said Crawley Finney in consideration of the premises, and also for the purpose of selling & distributing his estate, property, goods & effects, among his creditors, as hereinafter prescribed & ordered and arranged; and also in consideration of the several & respective undertakings, promises, covenants & agreements of his said several creditors hereinafter by them made; as also for the sum of One Dollar, to him in hand paid by the said Richd St. Middick, the receipt whereof is hereby acknowledged - has granted, bargained, sold, transferred, set over, assigned and conveyed, and by these presents, does grant bargain, sell, transfer, set over, assign & convey unto the said Richd St. Middick his heirs and assigns, all of his the said Finney's property real, (excepting the farms called Mount Ararat, on which he now resides, and Rush Worm & Stuart tracts, which the three have by previous contracts &c been sold or otherwise conveyed, and in respect to which this Indenture, it is understood by the parties to these presents, does not effect, touch invalidate, or operate upon) and personal goods, chattels & effects, that is to say the following negroes, to wit: Alfred, Dick, Peter, Washington, Bob, Anthony, Miles, Emma, Celery,

Matilda, Emeline; and those negroes bought by me belonging to Dr. French's estate, and also the following property to wit; four mules, carts & gear, twenty head of cattle, bonds &c five horses, Household & Kitchen furniture, Gig & buggy, stock of hogs, farming utensils, books & medicine. To Have and To Hold receive and take the same to the said Richd St. Middick, his heirs and assigns for ever. In Trust however, and to the intent and purpose that he the said Richd St. Middick shall & do as soon as convenient, advertise, sell, dispose of & convey all of the property herein conveyed, transferred & assigned to him by the said Finney & collect and recover all the outstanding claims & debts not excepted at the time of their creation from the operation & influence of this Indenture, due to him the said Finney; and with the monies arising therefrom, after deducting his reasonable costs, charges & expenses of this trust; shall & will pay in the first place & order, the following certain debts, bonds, claims accounts (as near the amounts can be ascertained which are specified, noted and contained in the following schedule designated as Schedule No 1, to wit; the

to	to		
Mr. Cherry supposed to be about	\$130	" supposed to be about	Dolls
Thos. G. Benton " " "	\$45	Joseph Hockey about	\$150
Richd Corbell " " "	45	R. H. Benson "	45
Daniel Atton " " "	80	Geo. W. Carpenter "	15
H. L. Tynes " " "	75	Wm Rowland "	135
Wm Joth (Smithfield) " " "	40	J. G. Broughton "	20
Mrs Nancy Wilds " " "	80	J. J. Hill's Estate	15
Dillon " " "	40	Deary & 8 Butts \$10	18
Wm Addison's Estate " " "	160	Trustees of School in Suffolk.	20
Wm Green " " "	230	Iethro St. Jenkins	20
Mrs Powell " " "	60	Patrick Noles	25
Mo R. Ragland " " "	300	Chapman for his bond balance	15
Calb Bonal " " "	32	John B. Benton balance on mule	45
Mo H. Nash " " "	32	Debt to Dr. Carr Bowers of So. Hamp	110

Schedule No 1

Schedule No 1

James Chapman ... 115

Schedule No 1

Schedule No 1

Nathaniel Beman \$ 50

Schedule No 1

John Minton.....	220	E. C. Phillips.....	85
Elizabeth Pinner.....	80	Merit Briggs.....	3750
Nancy Pinner.....	80		
George Edwin.....	80		

and also other small debts, which at the time of the execution of these presents may not be remembered, since the reason of the preference herein given to the creditors mentioned in above Schedule No 1 is, that the said Finney may not be harassed, molested, sued & arrested, in respect to them. And the residue after discharging the said debts, amt. claims &c in the said schedule no 1 specified shall divide & distribute equally and ratably among the several creditors, to wit; the said Rich^d M. Riddick, Drury P. Phillips, Matthew Powell, Charles Walters and James Harrell, according to the several amounts which may be due to each one together with the amount which each one may be liable as security or otherwise for the said Finney to other persons, that is to say, to the debt which the said Finney may or does owe, individually to each one of the said creditors, to wit; Riddick, Phillips, Walters, Powell & Harrell; will be added the amount which each may be bound for as surety or otherwise, conjointly with the said Finney to other persons which aggregate amounts of individual debts & liabilities of the said several creditors shall be paid off as aforesaid, equally and ratably, without any preference or distinction between the said several creditors, to wit; the said Rich^d M. Riddick, Drury P. Phillips, Matthew Powell, Charles Walters & James Harrell, whose said several amounts of debts & liabilities are approximate to, in the following Schedule No 2.

Debts due Riddick	\$	ch- Riddick's liabilities as surety &c	
Notes and written obligations as near as has been yet ascertained	3514.94	Amount of C. Finney's proportion of the notes given to Tho Benn & Mrs Copeland for the purchase of Land. Riddick's liabilities. Three bonds to H L Tynes, with int about	828.75 1400.00
		Note to W. H. Jordan	500.00
		Virginia Bank (D. P. Phillips jointly liable for 1/4 this amount)	1500.00

Schedule No 2

Debts due Phillips
on open acf say
about ———
Note for

350
950

Phillips' liabilities.

Note to J. E. Wilson

John A Chandler

Jointly liable with

Riddick for one half

of the amt of 750 due the

Virginia Bank. Notes

due R. M. Riddick

200.00

360.00

1999.66

Debts due Harrell
None.

Amount of
Harrell's liabilities

Note to Col Holladay

Mrs Nancy Pinner

about.

Calit Savage

Walters' liabilities

Note due Virg^a Bank

2 notes to self about

Coman's due bill

assumed by me

420.00

400.00

145.00

750.

256.

24.

Debts due C. Walters

Schedule No 2

Schedule No 2

Debt due M. Powell & his liabilities

Open acct

about {

100

2 notes to Mrs

Galt, 300 each {

600.

Schedule No 2

Schedule No 2

Schedule No 2

which said enumeration is not designed to exclude debts which may be due by the said Finney, to any one of the said several creditors mentioned in the said schedule No 2 or any liabilities of the same as security or otherwise for the said Finney & which may not have been remembered, save such debts &c as may be excepted by previous arrangement from the influence of this said indenture. The said several creditors to wit; the said Rich^d M. Riddick, Drury P. Phillips, Charles Walters, Matthew Powell and James Harrell (only) for themselves, respectively & severally and their several heirs, Exors, Adms^r & assigns do covenant, promise, compound and agree, to with the said Crawley Finney his Exor, Adms^r & Heirs each of them

Schedule No 2

Schedule No 2

Schedule No 2

by these presents to accept, receive and take, & by these presents do accept, receive and take of & from the said Crawley Finney, the said assignment, transfer, selling over, bargain & sale & conveyance of his property, goods & effects therein before conveyed, transferred & assigned to the said Richard H. Riddick, for the purposes of sale and distribution thereof, according to the terms, order & arrangement in this said indenture marked out & prescribed in full discharge and satisfaction of the several debts & sums of money, that the said C. Finney does owe & stand indebted to us, his said, several & respective creditors. And that we never will nor shall, any of us, respective heirs, Executors, Administrators or assigns or any of us, or them or either them ever at any time or times hereafter, sue, arrest, molest, trouble, attack, or condemn, or cause it to be done, the said Crawley Finney, his heirs, Executors, Administrators or his their goods chattels or effects hereafter acquired, for any debt or other thing now due owing to us, or any of us, his said respective creditors or for or on account of any debt or other claim for which we or any of us respectively as security or otherwise, for the said Finney may be liable or responsible for to other persons. But in respect to such liabilities of us or any of us, as aforesaid, as security or otherwise, bonded jointly with the said Finney, to other persons, each of us his said respective creditors, in respect to our respective liabilities as aforesaid, do covenant for ourselves & our respective Executors, Administrators & heirs, with the said Finney and his Executors, Administrators their, each of them: That we will respectively assume & pay off, in consideration of the premises & forever discharge all bonds, obligations & debts, in which we respectively and individually as security or otherwise are liable for & with the said Finney to other persons, at this time or date: And that in respect to such payment & discharge of such, the said liabilities, we do & each of us do, forever release, quit, claim & discharge by these presents, do bind ourselves respectively, & our respective heirs, Executors and Administrators to discharge, release & acquit the said Crawley Finney, his heirs, Executors and Administrators & every & all of them, of & from all manner of actions, causes of actions, suits, demands, judgments, claims, either in respect to the said liabilities, but also as aforesaid in respect to any other debt account, claim, balance, judgments actions or causes of

actions & demands whatsoever, in law or equity, which against the said Crawley Finney we or any of us respectively or our respective heirs, Executors & Administrators, hereafter or now have, upon or by any reason of any matter, cause or thing whatsoever up to the date of these presents. In testimony whereof the parties aforesaid, hereunto affix their hands and seals this 25th day of February 1842.

Signed, sealed & acknowledged in presence of	Crawley Finney	Seal
Jos W. Hookey	as P. & Powell	Seal
H. J. Powell	do	Seal
H. J. Corbell	do	Seal
	Richard H. Riddick Sr	Seal
	Richard H. Riddick Jr	Seal
	Henry P. Phillips	Seal
	Matthew Powell	Seal
	Charles Walters	Seal
	James Harrell	Seal

Wetford County North Carolina.

We Redmond R. Parker & A. W. Harden. Justices of the Peace for the County aforesaid, hereby certify, that James Harrell a party to a certain deed, bearing date 25th February 1842 (and a resident of Wetford County) hereunto annexed appeared before us, and acknowledged the same to be his act and deed, and desired us to certify the same to the County Court of Nansemond County Virginia for records. Given under our hands and seals in the County aforesaid this 26th day of February 1842.

R. R. Parker P. Seal
A. W. Harden J. Seal

In the Clerk's Office of Nansemond County Court the 28th day of February 1842. This Indenture of Trust, from Crawley Finney to Richard H. Riddick, Trustee, for himself and the creditors therein referred to, was received in the Office, certified, by Redmond R. Parker and A. W. Harden, two Justices of the Peace for the County of Wetford in the State of North Carolina as to its acknowledgment before them, by James Harrell a party thereto. And on the same day, month and year, the said Indenture was acknowledged before me, in my said Office, by Crawley Finney Richard H. Riddick Sr as Trustee, and the same Richard H.

Riddick sr, individually, Charles Walker, and Henry P. Phillips
to be their act and deed. In the Office aforesaid the 7th day of
March 1842 the said Indenture was acknowledged by Matthew
Powell to be his act and deed, and with the Certificate annexed
admitted to record.

Teste Joseph Prentiss. clerk

Copy Teste Joseph Prentiss. clerk

Nass. Office
Oct. 14. 1843.

To enjoin the depts ^{their} agents, attor^s. and all others con-
cerned, from further proceedings on a judgment of the Cir. Ct. &
L.C. for name^d Co. recovered on the 16 day of May 1843 by
and left R. B. Whiddick, against the Plff^s. unless they
further obey the said Court: the said plff^s having
given bond and security, as the law directs —

at a
held
day

Richard H. Rick

Robert Taylor and

This day
defendants in prop
- ledge the plaintiff
Court, that the

Three hundred d
in the declaration
from the 7.th day o
by him, about h
and the fai

L. R. Edwards esq

clerk.
Jerusalem.

Ho. R. Purvis^{sr}
June 17. 43rd

I think it right that you should execute the inclosed receipt for the papers.
The process is not fully executed - No other pro: can emanate from this
office - I regret the informality on my part, in failing to endorse on
the Spec to (Innocent) Bond Release of Errors - the most substantial part was
endorsed at the time - It was issued under such a plenitude of circumstances
that if erroneous, no advantage would be taken of it - This as you per-
ceive pretty much of a Consent case, so far as a trial of the merits is
concerned - - The Council will doubtless examine the papers, and
direct further process if needed.

Yr friend

Joseph Perrotto.
10th June 1843.