

1852-002

SOUTHAMPTON COUNTY
CHANCERY PAPERS

BRYANT

VS. BRYANT'S EXECUTOR etal.

5/1852

other surnames: Nicholson,
Worrell, Devany, Peete,
Drewry, Simmons, Cole,
Whitehead, Barham, Ellsworth,
Gurley, Joyner, Trezvant,
Richardson

28 24. 11

Bryant

2 } Papers

Bryant's Error

1852 May. Bell Dismissed

Bryant

to { Star. Rules

Bryant's Exor. &c

Depts & cts

Collec. \$ 6.33

Supp - 50

Surv. 13.00

\$ 19.83

Charlotte Bryant widow of the late Bailey Bryant dec^d

against

James D. Bryant Exor. of Bailey Bryant dec^d, John M. Gurley, Lewis Morrell
& Benjamin Devany

1850 Jan. 17 Subp^a issued -

" Feby Rules - Sp^a returned executed - Bill filed -

" April. " Answer of Deft. Jas D. Bryant Exor. Sen. Rep^s. Cause set for
hearing as to Defts. Gurley, Morrell & Devany.

" May. T. Continued

" June R. Cause set for hearing as to Dft. Bryant adm^r.

1851 Mar. T. Cause to amend bill.

" June 16 Amended bill.

" July R. Summons to answer amended bill awarded

" Aug. R. Summons set^d. Ex^d on all the parties except Ch. J. Peck. - *Terre Nisi* to:
all the Defts except the Deft. Peck.

" Sept. " Bill taken for confessed as to all the Dfts except the Dft. Peck.

" Oct. " Cause set for hearing as to all the Dfts. except the Deft. Peck.

1852 May. Bill dismissed &c.

Bryant. v. Bryants exors.

Bryant

v } Bill

Bryants exors.

1850 February Rules

To the honble Bench: H. Baker judge of the circuit Supr Court of
Law & Chancery for the county of Southampton, in ch. sitting, humbly
complaining therewith unto your honor, your oratrix, Charlotte Bryant widow of
the late Bailey Bryant decd, of the county aforesaid, that about the 9th day of January
1838, your oratrix, then bearing name of Charlotte Nicholson, purchased a tract of land
for the sum of \$4000. of one Geo. J. Richardson & as will appear by an office copy
of the deed conveying the same from the said Vendor, to the said Charlotte Nicholson
& one Alex^r. Peto, of the date aforesaid, herewith filed, and prayed to be taken, marked
"A," as a part of this Bill. &c. (And here your oratrix would remark that, the pretended
conveyance to the said Peto, as well as the execution by him of ~~the~~ the bonds, hereafter
referred to, were unknown to your oratrix, as the said Peto in no way was interested in
the said contract of purchase, but being her son in law acted as, a mere friend, or agent, for
her, in carrying out the agreement between her, and the said Geo. J. Richardson, and as soon
as she ascertained that the said Peto had, very improperly and unjustly to say the
least of it, made himself a party to the said deed & bonds &c, your oratrix forthwith forced
from him a deed relinquishing all of his pretended interest in the transaction referred,
thus presenting herself, as the truth was, the only party interested in the deed taken from
and bonds given to, Richardson &c.) - Your oratrix further states that, for a part, or
the balance due for the said sum of \$4000. for the purchase of said land "two bonds"
were executed by herself and Alex^r. Peto, on the 22^d day Decr 1837, each
due the 25th Decr 1838, & each for the sum of \$500. & payable by the direction of
said Geo. J. Richardson, to one William Richardson, copies ^{with the endorsement thereon} (office) of which bonds -
(The originals being filed in the "papers" of a suit at Law in the Supr Court of said
County, by the Executor of Thos. Pickett decd. (H. your oratrix) - are herewith
filed and prayed to be taken as parts of this Bill. Your oratrix further shews
to your honor, that during the existence of the above condition of things (your oratrix
being in possession of the land so bought by her, and being bound for the payment
of the said two bonds of \$500, each, given as aforesaid for the balance of the purchase
money of said farm) - that an engagement of marriage was entered into between
her, and her intended husband one Bailey Bryant. Now decd, which was duly
solemnized between them, on the 15th September 1831. That before the solemn-
ization of said marriage, and in conformity with an agreement, or contract
previously made between them, a deed of "Marriage Settlement" or contract,
was duly executed by them the said Charlotte Nicholson (now Bryant) and
her intended husband, Bailey Bryant, as will appear by

an office copy^d the same of record in the Clerk's Office of the said County, bearing date the 11th Sept. 1831, and prayed to be taken as a part of this Bill. That after the execution of said deed of "Marriage Settlement" by the parties, and their subsequent marriage, the said Bailey Bryant moved to the said farm and residence of your oratrix of ~~your or.~~ took possession of the crops then growing or made, or ^{for} that year 1831, and sold the same; of which, the cotton crop, and probably with a portion of the corn & brandy & bacon was sold, very shortly after, by the said Bailey Bryant, to the house-
hold of your oratrix, for the sum of \$1000 & something over. From that period, till the death of said Bailey Bryant which occurred in Sept. 1842 - they lived happily together: and during the whole of said period, her said husband, Bailey Bryant, cultivated the said farm of your oratrix (being as before stated of Geo. T. Richardson) - hired out, or worked, at his pleasure, the negroes of your oratrix; and took & sold, used and appropriated to the use of himself, as he pleased or wished, and much to the increase of his own estate &c; the crops, rents, profits, & hire & produce of said property &c: which your oratrix does not complain of, as he had the right, by the terms of said deed of Marriage Settlement, to do, provided he had, as by the said deed, he (the said Bailey Bryant) had solemnly & legally bound himself to pay off all debts owing by, due from, or which might come against your oratrix, among which, and the only debts (excepting overdraw here for the year 1831 - & some small bills) - then against & owing by her, were the debts, evidenced by the "two bonds" appraised, of \$500 each & given for the purchase of said farm; for such was the consideration of the marriage deed, and the appropriation to his own use, all the produce & profits (by the said Bailey) of all estate of your oratrix &c: Your oratrix intends not to cast any reflection on the memory of her late husband, for up to his death, he offered, as he was in duty & legally bound, to pay to Thomas Prillow the ^{same} or true value of said "two bonds"; but in consequence of some ^{misunderstanding} ^{concerning} the amount, the interest to be paid thereon, they were not paid off by him as he desired & often attempted to pay, at least the principal thereof. For it is notorious, that the annual income from your oratrix property, used & perceived by her said husband was fully equal to the said "two bonds": at least the aggregate thereof until his death was many times over that sum.

Your oratrix will suggest, that it was understood between her, and her late husband, that in addition to his assuming as his own debts & paying them off as such, those which were owing by, or against, or which might in any way, and at any time exist ^{against} your oratrix, it was further agreed that one half of the produce or profits of her own estate or property, should belong exclusively to her, and subject to her own disposal &c: but owing to some omission on the part of the conveyancer, this last provision was not inserted. It was mentioned to her husband on the execution of the deed of settlement, which was a short time before the ceremony of marriage; and he remarked ~~to~~ to his intended wife, your oratrix, that surely she could place confidence in him, that he would carry out that provision, though ~~not~~ not inserted. ~~Therefore~~ ^{wherefore} it was made with such reliance upon the promise of her husband - she will say that she only received during the period of her coverture, what she clothing, necessaries & comforts usually ^{accorded} ~~accorded~~ to a wife, but nothing by virtue of said promise. But of this even she does not complain. Your oratrix, insists that according to the true construction of the deed or marriage contract, between her, and her late husband, that he was not entitled to the crops of corn, fodder, hay, bacon, cotton & personal estate, at the time of their intermarriage, found on the premises; but that such was the capital or a part thereof, and which, or the value thereof should have been returned at the death of her husband, by his executor James Bryant which herein he has agreed to do. Your oratrix, said chattel estate, just above mentioned was worth the sum of \$2000.00. Upon the death of the said Bailey Bryant (on Sept. 1842) - the "two said bonds" with accruing interest, were still due, & existing against your oratrix, having never been paid, during coverture, as they should have been, by the said Bailey Bryant: that upon his death as aforesaid, after the qualification of the said James Bryant as the executor of the last will & testament of the said Bailey - which took place on the 17th Oct. 1842. And with Mr. de Sauty, his wife & daughter bearing as his trustees. Your oratrix urged & called upon said James Bryant as executor of said Bailey Bryant, to go forward & pay off, the said "two bonds" of \$500. &c:

as he was, morally & legally bound to do, so that your oratrix might not have to bear the consequences of a suit thereon - which however may depend or neglected to be done by the said James Bryant. In consequence of which your oratrix states, that she has been sued at law in the Sup. Court of Law of said county, by Thomas Pullen Esq of said Pullen, on the two said bonds; and that judgments were obtained & pronounced against your oratrix at the Nov. Term of said Court - held for 1849 - that she, your oratrix has fully paid off, and discharged the said judgments - with costs &c. which altogether make the sum of ^{dollars 450 cent (\$2145-60)} \$2145-60 - ^{two thousand one hundred & forty-five} That the estate of said Bailey Bryant was & is bound for the same; that James Bryant - executor of said Bailey Bryant is also bound therefor, and your oratrix prays that the estate of said Bryant, and his said executor, be made liable therefor. She deems it hard, unjust, inequitable and in her old age, extremely hard, that she should thus be made liable for debts assumed by Bailey Bryant, and the consideration of which assumption, was the enjoyment of your oratrix estate, real, personal & mixed, for 11 years - and heavily which was so enjoyed & appropriated by him to the benefit of his estate & his heirs & distributees.

Your oratrix is without remedy save in this humble Court; where matters &c. She prays that James Bryant - executor of Bailey Bryant - and Thos. de Gurely, Lewis Murre & Bryant being &c may be made proper Defendants to this, and be compelled to answer the same on their oath or oaths. That the said James Bryant executor of said Bailey, render an account of his transactions as executor aforesaid, before a commissioner of this Court: also an account of property, and the value thereof, which the said Bailey Bryant with possession of, & being on the farm of your oratrix in the fall of Sept. 18 31; and your oratrix further prays that this Court will grant a decree against the estate, for the said sum of \$2145-60 - expended by the said ~~James Bryant~~ complainant; in satisfying the judgments obtained against her on the said "two Bonds", of \$500 each as aforesaid; and the costs incurred against her in & about the same: and all other & necessary decrees, &c. relief, which may be most & fit in the premises. and grant the Court's Subp. &c. &c.

~~Charlotte Bryant~~

Charlotte Bryant

By

Jay & wife Jayson & Nathaniel Jayson
her attys.

Wm. V. Radgum

Ammonia Cell

1857 June 16th

In the Honble Richd. H. Baker Judge of the Circuit Court of Laus & Cy
for the County of St. Hampton, in chancery letters kindly complaining
unto your Honor
sheweth, by way of Amendment, in this her amended Bill filed by leave
of court &c: That son of your orator Charlotte Bryant, that there is now
pending a suit brought in this court, brought and instituted by your
orator, against James Bryant executor of Bailey Bryant decd, & also
to recover certain money, paid by your orator to ~~Robertson~~ ~~Robertson~~
which it is contended by your orator should be refunded to her, by ~~Robertson~~
or made good out of the estate of Bailey Bryant decd, her late husband
by virtue and in consequence of a ~~marriage~~ ~~marriage~~ agreement
entered into and executed by them before their said intermarriage, all
of which will more fully appear by reference to the said Bill, answering
re. filed in this cause, and which are prayed to be regarded as a part of
the Amended Bill: your orator charges that if the court shall
refuse to decree the estate of Bailey Bryant decd, liable for the money
applied paid by her to Thomas Robertson, that then your orator
as that next as the widow of said Bailey Bryant decd, is entitled to
her third, & intestate share of his estate as well as her power of
law, and that she has duly contended for the same: That the said James
Bryant executor of said Bailey Bryant decd, be made to account for
the same, your orator prays that Alexander P. Deane, be also made
a party defendant to this suit, and be compelled to answer the facts
set forth in the Original as in this Amended Bill; your orator is
desireing that on this Honble Court, the prayer that a decree be rendered
in conformity to the principles set out in this suit, and that all other
relief which may be meet and fit will be rendered &c:

Very low & respectful

By ant.

ms

By ant. - End.

Sum of left.

1850 April Rules

To the Honl. Richard H. Balle Judge of
the Circuit Superior Court of Law and Chancery for
the County of Southampton

The Incom of James B. Bryant Exec-
utor of Baily Bryant decd. is filed in this Court
against him by Charlotte Bryant.

The Respondent saying and reserving all
just benefit of exception &c. - To so much of the
said bill as he is advised it is material, he
shant - answer and say -

That he admits the execution of the Marriage agree-
ment, entered into by the Plaintiff and his
Testator - Their subsequent intermarriage - and
their living harmoniously together, until the death
of his Testator which occurred in the year
1842 - That the "bonds" filed in the cause were
issued by the Plaintiff and A. P. Pate. for the
purchase of the Land which was mentioned
in the Marriage agreement. That the Marriage
agreement bound his Testator to pay all the
debts, then are and coming, but did not bind
him to pay debts which were not due - nor did
not become due until long after the execution
thereof -

That he does not know and avers that his
Testator received large sums of Money from the
Sale of "bottom, brassy & bawn" on hand at the time
of the Marriage, or any amount which he had

not an undisputed right to revise, under the marriage agreement.

That, he is surprised at the charges in the Plaintiff's bill that she received nothing during the cohabitation except such - clothing, medicines and comforts usually accorded to a wife. The facts are, this Respondent has been informed, and informed by the Plaintiff herself - That Bailey Bryant, after the marriage - possessing a good estate, kept up his own farm - and the plantation of his wife - obtained by the marriage with the Plaintiff for three years - worked their lands in common - and out of the sales of the surplus produce from the two farms, paid over to the Plaintiff one half of the amount - amounting to about five hundred dollars annually.

That after the expiration of the said three years - the Plaintiff and his testator - mutually agreed that their respective farms should be cultivated and managed separately - and that the Plaintiff should receive the whole proceeds from her property and the husband the proceeds of his - That this agreement was carried out by the parties from that time to his death.

The above facts were obtained from the Plaintiff and again Respondent - has no reason to doubt their truth and entire accuracy.

That after the death of Bailey Bryant the Plaintiff stated to this Respondent - That the subject of the "Two Bonds" had given her his

Southampton leaving to her.

This day, I am to.

Bryant personally appeared before me - and made oath - That the facts contained in the foregoing answer - so far as they depend on his own knowledge - are true - and so far as they depend on the knowledge of others he believes them to be true.

Given under my hand this 19th March 1850 =

Proctor J. P.

That A. P. Pate should be made a party to this bill - as he still holds the legal title to the property conveyed by the marriage agreement. That if the court should hold the estate of Baily Bryant responsible for the payment of the "Two bones" - game honor would accrue an account to be taken, for the purpose of ascertaining how much of the profits of the property conveyed by the marriage agreement were received by the Plaintiff, during the coverture, and the amount should be offset against the Plaintiffs demand in this suit.

Your Respondent knows nothing of a verbal or honor agreement entered into by the parties, differing from the written agreement, and is bound to presume that the contract recited truly what the parties to it intended - especially when it was drawn by a skillful lawyer, and having entered into it, the parties were bound by its terms, and subsequently acted by mutual agreement.

and your Respondent now having fully assumed to be true as misapprehended may it please the Court &

much concern in his lifetime, and she had told him he must should pay them, that she would do so - and also told this Defendant who was his Executor - that he need make no preparation for the payment of the said "bones" as she should pay them, herself -

That the Plaintiff might sue again to pay these "bones" for she & her husband had absorged the marriage contract - by their subsequent dealing -

That the consideration, of the contract, in the marriage agreement, on the part of the 5th Baily Bryant to pay the debts of his intended wife - was - the receipt of the profits and use of all her property during the coverture, which instead of raising himself, were paid over to - and received by his wife - and therefore on conscience and Equity she should discharge the debts, which the "Contract" contemplated should be paid by Baily Bryant.

This Court will not hold Baily Bryant responsible to his wife for debts, which ought to be paid out of the profits of property, which he was entitled to receive, but which were in fact received by the wife - This is not a question between a creditor of the wife & Baily Bryant, but the question is, who ought in equity to pay this debt, Bryant or his wife -

This Respondent further states - that this debt is barred by the act of limitations and he relies on it, as it specially pleases -

Bryant.

N.

Seeser.

Bryant &c.

May Term 1852.

To be entered

R. H. Baker

May co. '52.

1852 May Term

Bryant vs Bryants. Exec. & others.

It appearing to the Court that the subpoena in this case has been issued on all the defendants except James D. Bryant Executor of Bailey Bryant more than two months, and that more two months have elapsed since the Plaintiff filed her original & amended bills and the said defendants still failing to appear and answer, on Motion of the Plaintiff her bills ~~as taken~~ for confessed as to the said debts - and the cause came on to be heard on the original and amended bills, the answer of James D. Bryant Executor of Bailey Bryant and, replication thereto - exhibits, examination of witnesses, and was argued by counsel.

On consideration whereof the Court with adjourned order and decree that the Plaintiffs bills, be dismissed - and that she pay to the defendant James D. Bryant Exec. of Bailey Bryant, his costs.

Bryant

$$\sim \left\{ \begin{array}{l} \text{Spa. Chy.} \end{array} \right.$$

Bryant's Error

1850 February Rules

Executed on James
 & Bryant Bryan
 Devany & John M.
 Early W. H. H. H. H.
 H. H. H. H. H.

Executed on
 Lewis Morrell

Wm. Parker & Co.
 T. H. H. H. H.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *James D. Bryant Executor of the*
Last Will and Testament of Barclay Bryant dec'd John M
Gurley Lewis Morrell & Benjamin Dewarney

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 *February*
next, to answer a Bill in Chancery exhibited against *them* in the said Court by

Charlotte Bryant

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 *17th* day of *January* 1850 ~~1851~~, in the
72nd year of the Commonwealth.

L R Edwards Clk

[One Copy to be delivered each Defendant.]

Bayant } Native
Bayant's son

Executed on the
18th day of September

Wm W. Briggs Dy
for A. Mitchell

To Mrs Charlotte Bryant

Take notice, that on the
1st day of October 1850 between the
hours of sunrise and sunset
of that day, at the house of Mr Cole
in the County of Southampton, I
shall proceed to take the deposition
of Ann C Cole, and on the 2^d of said
month between the said hours, at
the house of William Whitehead in
the said County I shall proceed
to take the depositions of William
and Ann I Whitehead, and on the 22^d
of said month between the said hours
at the Office of Chambers & Massena
burg in the town of Germantown
in the said County I shall proceed
to take the depositions of Thos Simmons
Charles Barham &c, all of said depo-
sitions to be used as evidence for me
in a suit now pending in the Cir-
cuit Court of Southampton, in
which you are Plaintiff and I as
Ex'r of Bailey Bryant am De-
fendant

Given under my hand this
14th day of Sept 1850

James D Bryant

✓
Bryant

to } Sp. Chs.

Bryant's Cor. H^o

1857 August. Ruler.

Counted on
all the parties
except A. P. Peto
James A. Gillies

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *James D Bryant. Exor. Bailey*
Bryant dec'd. John M Gurley. Lewis W Correll. Benjamin Denny
& Alexander J Pate

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 ~~August~~
next, to answer ^{an amended} a Bill in Chancery exhibited against *them* in the said Court by

Charlotte Bryant

~~And unless~~ shall answer the said Bill within 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 *7th* day of *July* 18*51*, in the
76th year of the Commonwealth.

L.R. Edwards

[One Copy to be delivered each Defendant.]

Bryant

2 } Depositions

Bryant's Exr.

Handed in by Saml. B. Ames J.P.
Sept. 17th 1850.

S.R.C.

The deposition of David W. Nicholson taken by mutual consent at the office of E. M. Kassenburg, in the town of Jerusalem, between the hours of sunrise and sunset on the seventeenth day of September A.D. 1850, to be read as evidence in a certain Cause now depending between Charlotte Bryant vs James D. Bryant Executor Bailey Bryant deceased; taken on behalf of Charlotte Bryant.

The said deponent having first been duly sworn on The Evangelists of Almighty God deposes and says as follows:-

I was at the residence of Bailey Bryant and Charlotte Bryant during his (Bailey Bryant's lifetime) frequently from the time of his marriage with Charlotte Bryant till ^{the year of} his death in the year 1842 and often for several months at a time, and ~~therefore~~ ^{believe from opportunities of observation} that Bailey Bryant had & exercised the sole and exclusive management & control of the farm now belonging to Charlotte Bryant and that he carried or sent the products arising from the farm to market - I have frequently heard Bailey Bryant say that he expected to ^{agree to pay} the bond for the purchase of the land alluded to and that he intended to try to ^{make the money off of the land} ~~make the money off of the land~~ to do so. & he in consequence of being in feeble health and decrepid gave up the management of this farm to his wife.

Cross examined - Did not Mrs Charlotte Bryant herself have control of the farm for two years before the death of her husband? Not that I know of -

From what acts of authority on the part of Baily Bryant do you conclude that he exercised control over the farm?

From his controlling the ~~land~~ ~~property~~ the farming operations generally while I was there —

Do you know what disposition Baily Bryant made of the money which he received for the crops?

I do not — I have heard him after returning from Market tell his wife what prices he got for the produce ~~he~~

Was there an overseer employed on the farm & who employed him?

There was an overseer — I don't know who employed him —

Do you know what caused Baily Bryant to remark that he expected to have to pay these bonds to Pretlow?

I do not recollect what caused such a remark generally — I remember that on one occasion after returning from Court that he spoke of having seen and conversed with some lawyer about getting a title to the land, and said then that he intended to reserve money enough to pay these bonds, or he expected he would have it to do — When speaking of having to pay the bonds he was generally in a passion — I don't know what the fact of having to pay these bonds caused him to get into a passion but often during the first years of the marriage when fretted about other things he would speak of this — He was generally a fretful man — In the last years of his life I don't remember to have heard him speak of these bonds.

How often did you ever hear Baily Bryant speak of having to pay these bonds, & when was the last time?

I have heard him speak of it often the last time I heard him speak of it was about three years before his death.

What was the crop raised on this farm annually worth on an average?

The second year after Baily Bryant's death I sold the crop for about seven hundred and ten dollars — I think that is about an average crop.

Further this deponent said not

Dwain W. Nicholson

Joseph S. Joyner having been sworn on the Evangelists of Almighty God deposes as follows in Charlotte Bryant vs Baily Bryant's executor — on behalf of Charlotte Bryant.

I lived in the neighborhood for several years during Baily Bryant's life — I lived with him one year — Baily Bryant carried or sent the crop to market raised on this farm I reckon — because I never heard or knew of Charlotte Bryant going to market with the crops raised on this farm — Baily Bryant controlled & managed the farm.

I have heard him speak of paying off these bonds to Pretlow & say that he would have done so before but that they could not agree about the interest.

I don't know what Baily Bryant did with the money he might have re-

ceived for the crops.
Crops examined - Why do you think Bailey Bryant
controlled the farm?

Because, in walking with him
over the farm I have heard him give
orders with regard to its management.

Did you ever hear Bailey Bryant
say what he did with the money for the
crops, and especially that he had given
Charlotte Bryant a portion of it?

I never heard him say, or saw him
give Charlotte Bryant any money at all.

How long & for what years did Bai-
ly Bryant manage this farm?

From the time of his marriage till
the year in which he died when his
impaired health rendered it imprudent
if not impossible.

Further this deponent
saith not.

Joseph S. Joyner

Virginia - Southampton County - T. wit.

I Samuel B. Hines, Justice of the Peace for the
County & State aforesaid, Certify that the foregoing deposition
of Edward W. Nicholson & Joseph S. Joyner were taken,
sworn to & subscribed before me, this 17th September 1850

Sam B. Hines J.P.

The deposition of Martha A. Ellsworth taken
at the Office of Chambliss & Maperburg
in the town of Leesville on the 17th
day of September 1850, by consent of
parties to be used as evidence on be-
half of the Defendant in an action
now pending in the Circuit Court
between Charlotte Bryant Plaintiff
and James S. Bryant Esq. of
Bailey Bryant Dec. & Defendants

This deponent being first duly sworn
deposes and saith -

That Bailey Bryant had a farm of his
own his hands worked his farm
and Mrs. Bryant's hands worked her
farm from the time of their marriage
up to within two or three years of
Bailey Bryant's death, and after pay-
ing expenses they always divided
the proceeds equally between them-
selves, that is between Bailey Bryant
and his wife - During this time
Bailey Bryant had an own, but
generally superintended both farms
himself sold the produce and paid
over one half of the net proceeds
to his wife annually - I have at
two different times seen the proceeds
of the farm divided between them, my
former husband Jacob Bryant
was called on to count the money
and divide it; at one time I recollect
Charlotte Bryant's part was ^{the half of}
between five & six hundred dollars
Jacob Bryant was called on to divide
it - at the instance of Bailey

Bryant. For two or three years before
Bailey Bryant's death, he managed his farm
entirely and she did the same with
hers each taking the proceeds of their
separate farms. I am certain that
this was the fact for at least two
years if not three before the death
of Bailey Bryant, and neither had
any control over the property of
the other. I have frequently heard
Mrs Bryant say that she did not
believe her husband had in his life-
time wronged her out of a cent,
but that he had honestly paid her
one half of the proceeds of their joint
estates. Since Bailey Bryant's death
I have heard Mrs Bryant say that
she owed Mr. Trow \$1000 which she
could make the estate of Bailey
Bryant pay, but she did not think
it would be right and she
intended to pay it herself. Before
Bailey Bryant's death I have often
heard Mrs Bryant speak of the
debt due Mr. Trow as if she expected
and intended to pay it out of her
separate estate.

Qu. by Sept. Cunniff! Did you live at
Mr. Bryant's during this time?

Ans. I did not, I lived in the neigh-
borhood.

Qu. by same. Why did Bailey Bryant
divide the money with his wife?

Ans. Because that was the bargain
between them, I have frequently
heard both of them speak of that

bargain!

Qu. by same. When was that bargain
made?

Ans. I think it was about the time
of the marriage and continued un-
til two or three years before his
Bailey Bryant's death, when he be-
came dissatisfied saying that his
farm was worth the most, from
that time she took the proceeds
of her farm, as those of his farm.

Qu. by same. Was an overseer em-
ployed on the farm of Mrs Bryant?

Ans. There was one employed
about two years who attended to
both farms!

Qu. by same. Who paid the overseer?
Ans. Bailey Bryant & Charlotte
Bryant each paid half, I have
heard them speak of it.

Qu. by same. Did you never hear
Bailey Bryant say he expected to
have to pay the debt due Mr. Trow?

Ans. I never did, I have often
heard him tell Mrs Bryant she
ought to lay up money to pay that
debt, and she replied that if she
did not have the money she hoped
she should always be able to
borrow \$1000.

Qu. by same. Did she allude to
Bailey Bryant's having it to pay
at that time?

Ans. She did not.

Qu. by Sept. Cunniff. Did you not

after Mrs Bryant repaid Mrs
Bryant for her expenditures saying
she ought to save her money to
pay the taxes!

Ans. I have frequently; when she
wanted a penny that she hoped she
would always be able to borrow
it.

Q. Is your son your intimate
in the family?

Ans. I saw, I married the son of
Bailey Bryant. And further this
deponent swears not.

For the Plaintiff

~~Subscribed & sworn to by me, the undersigned~~
~~and before me on this day~~

The above deposition was taken
sworn to and subscribed at the
time and place mentioned in the
caption before me a justice of
the peace in and for the County
of Hamilton New York

James B. Hines J.P.

Plaintiff excepts to this deposition, and objects to its
legality as evidence. Oct 21 1858. H. K. W.

Bryant
and } Deposition

Bryant's Ex.

Handed in by Jonathan Darden J.P. Oct
2nd. 1850. S.R.E

The depositions of William Whitehead & Ann Whitehead taken at the house of William Whitehead in the County of Southampton on the 2^d day of October 1850 between the hours of sunrise and sunset, to be read as evidence on behalf of the Defendant in a suit now pending in the Circuit Superior Court of Law & Chancery for the County of Southampton between Charlotte Bryant Plaintiff and James J. Bryant Esq. of Bailey Bryant Defendant.

William Whitehead being first duly sworn deposes & swears that a few weeks after the death of Bailey Bryant, he met Charlotte Bryant on the road, when she said to the deponent, that she was on her way to see Mr. Preston about the bond he had against her, she having understood that Mrs. Richardson would relinquish her right to recover in the land occupied by her, and that if Mr. Preston would wait for the money, she would remove her bond to him. At the same time she spoke of a difference she had had with Jacob Bryant the son of her late husband, and said that he had better let her alone that it was in her power to make the estate of his father pay the bond held by Preston, but that she did not wish to do so, that Mr. Bryant had in his lifetime given her one half of the profits of their two farms - Some time before Bailey Bryant's death, the deponent heard Charlotte Bryant tell Benja. Scrabble that for the last one or two years she

had received the entire profits of her farm
and Bailey Bryant had taken the profits
of his farm. ~~He does not know whether~~
Bailey Bryant and his wife kept separate
accounts or not, but he saw Charlotte
Bryant pay an over-seer who attended
to both farms one half of his wages -
and further this deponent saith not

William H Whitehead

Ann Whitehead being next sworn, deposes
and saith: that she lived in the family of her
aunt Charlotte Bryant about two years
during the time she was married to Bai-
ley Bryant, and frequently heard Charlotte
Bryant say that she and her husband di-
vided the profits of their farms, and that
the marriage contract was to her never
written in that way - she never saw Char-
lotte Bryant receive any money, as she
always left the room when they had
business to transact. She heard Charlotte
Bryant say that the last two years of
of Bailey Bryant's life, she received all
that was made on her farm.

Q. by Puff Counsel: Did Charlotte Bryant pay
her own accounts?

Ans. I do not know that she did, but I
think she did.

Q. by same: Why do you think so?

Ans: When I have been at stores with
she bought things and had them charged
to her self, but I do not know who paid
the accounts.

Q. by same: Do you know whether Mrs Bryant
had the exclusive control of her farms &
the farming operations?

Ans: I do not.

Q. by same: Who employed the over-seers?

Ans. I do not know.

And further this deponent saith not

Ann V Whitehead

The above depositions were taken sworn to
and subscribed at the time and place men-
tioned in the caption, before me a justice of
the peace in and for the County of Southampton
Given under my hand this 2d of Oct. 1868

Jonathan Dardens J. P.

Bryant

to } Deposition

Bryant's Exr.

Handed in by John Cobb. J.P. October
4th 1850.

J.R.C.

The deposition of Ann C Cole taken at the house of Mrs Cole in the county of Southampton on the 1st day of October 1850 between the hours of sunrise and sunset, to be read as evidence on behalf of the Defendant in a suit now pending in the Circuit Superior Court of Law and Chancery for the county of Southampton between Charlotte Bryant, Plaintiff, and James D Bryant Executor of Bailey Bryant, Defendant.

This deponent being duly sworn deposes and saith: That a short time after the death of Bailey Bryant, while on a visit to Charlotte Bryant, she heard a conversation between the said Charlotte and James D Bryant, in which Charlotte Bryant spoke of the unhappiness which her husband had experienced about his debts and particularly one due to a Mr. Mellon, but said she had always intended that he should not pay them - At the same time she spoke of the honesty of her late husband in reference to the division of the profits of their property - The division of profits spoken of I understood her to say was either under the marriage contract, or some other agreement ^{between} themselves about which I know nothing; The conversation spoken of occurred several years ago, and I do not recollect it as distinctly as if I had expected to have heard of it again, And further this deponent swears not

Ann C Cole

The above deposition was taken, sworn to and subscribed at the time & place mentioned in the caption, before me a justice of the peace in & for the county of Southampton

John C. Cole (J.P.)

Bryant
to } Deposition

Bryant's Exp.

handed in by S. P. Nicholas J. P. Oct 6.

22nd 1850

J.R.C.

The prof cannot except to the
completeness of these expenses
D. H. W. S. S.

Deposition of Charles Burbank & others taken at the office of
Charles H. Chapman in Westchester, Westchester County,
on the 22^d October 1850, between the hours of seven and eight.
to be read in evidence on the part of the defendants in a law
suit now depending in the Circuit Court of said County, in
which Charlotte Bryant is plaintiff and James & Bryant
Execs. of Bailey Bryant, defendant.

Charles Burbank having been first duly sworn, deposes
and says as follows - I was engaged in peddling goods for
five years during the lifetime of Bailey Bryant, and was
frequently at the Bryants and frequently sold him and
Mrs Bryant goods. Whenever they bought goods, I charged
those purchased by Mrs Bryant to her and she always paid
for them. The goods purchased by Mr Bryant I always
charged to him and he paid me for them. They always bought
their goods of me, separately, and each one paid separately
as any other two persons would do, who were not connected.
I, on one occasion sold Mrs Bryant, some Kentucky jeans
for which she paid me and remarked at the time that
she intended to make Mr Bryant a present of a suit
of clothing. From their dealings with me, and knowing that
there was a marriage contract between Mr & Mrs Bryant
I always understood and was under the impression that they
kept their matters separate & distinct.

Question by plaintiff - Why did you keep their accounts
separate? Answer - because they instructed me to do so.
Question by some - Is it not the custom, where there is a marriage
contract between a husband and wife, for them to keep their
accounts separate? Answer - I never traded with any other
man or wife who had a marriage contract; but I suppose
they would. Question by some - Do you not know that
Mrs Bryant is a very economical woman? Answer - I have
always looked upon her as such. I do not remember the
amount of the acts paid by them. I do not know where Mrs
Bryant obtained the money from she paid me. I have sold
small articles sometimes, to married women who would tell

me not to charge them to the husband, that they would pay
for them, but sometimes I would charge them ^{to} the husband and
withstanding the request. I do not know that married people
generally desire to know their separate expenses and
function the depositary notes

C. M. Barker

The above deposition was taken sworn to
and subscribed at the time and place men-
tioned in the caption before me a justice
of the peace for the said County
Sent P. Nicholas J. P.

Bryant

vs } Depositions
Bryant &c

handed in by Saml. B. Hines. J. P.
October 31st 1850.

L.R.G.

2
Dep. witness refers to the
reading of the deposition - it is in
accordance -

The deposition of Thomas Simmons taken at Berlin on the 31st of October 1850 by consent of parties to be read as evidence in a suit now pending in the Circuit Court between Charlotte Bryant Plaintiff and James S. Bryant Esq. of Bailey Bryant Defendants on behalf of the Defendants.

Thomas Simmons being duly sworn deposes to & swears. I have frequently heard Mrs Bryant say that she and her husband Bailey Bryant went halves in the profits of their estates, that is that she Mrs Bryant had half of what was made on Mr Bryant's farm, and Mr Bryant had half of what was made on her farm, until about a year or two before his death when each of them received the profits of their respective farms. I am a carpenter and did work both on the farm of Mr. and of Mrs Bryant, when I worked on the farm of Mrs Bryant she paid me and when on that of Mr Bryant he paid me. Mr Bryant & his wife kept separate accounts and seemed to be very close with each other.

Question of Plaintiff's Counsel:

How do you ^{know} they kept separate accounts?

Answer: Because I have often ^{heard} them talking about their accounts and how much one and the other.

And further this deponent said to wit

Thos. Simmons

The above deposition was taken sworn

to and subscribed at the time and place
mentioned in the caption before me a
justice of the peace in and for the said
County of San Francisco

Law B. King J.D.

Bryant.

— } Depositions
Bryant & Co.

Handed in by Saml. B. Hines J. R.
October 31st 1850.
JRE

The depositions of Theodore Tregvant & Martha D. Tregvant taken by mutual consent in the store of M. R. Butler, at Berlin in the County of Southampton, between the hours of sunrise and sunset on Thursday October 31st A.D. 1850, to be read as evidence on behalf of the Plaintiff, in a certain suit, LeCharlotte Bryant vs Baily Bryant's executor, now depending in the Circuit Superior Court of said County — Said Theodore Tregvant and Martha D. Tregvant, having first been sworn on the Evangelists of Almighty God depose as follows —

~~Examination~~ Examination in chief of T. Tregvant.

I was on terms of intimacy with Baily Bryant for the last six or eight years & preceding his death and ~~heard~~ heard him speak often of this debt due to Putton as if he certainly expected to pay it — Indeed on one occasion he asked me to go to Putton and propose to pay him the debt provided he would accept it without interest, — this I did, but Putton ~~said~~ he would not take the principal without interest and all.

I don't know any thing about the marriage contract — I never knew that one existed until after the death of Baily Bryant.

I purchased pork of Baily Bryant on two occasions during his lifetime, ^{& the creature with Charlotte Bryant} — once I bought pork raised on his farm and the other time I bought pork raised on her farm — I paid him I recollect distinctly, for both lots — Baily Bryant sold the crops made on Mr. & LeCharlotte Bryant's farm. I was frequently at Baily Bryant's during

the period before alluded to and apparently he had the entire control of the farming operation -

Cross examined -

Do you know that Bailey Bryant when he authorized you to make this proposition to Pat. Low, expected to pay this debt out of his own funds ^{or that of his wife?} - I don't know - I can not say.

Further this deponent saith not.

Thosom Bryant

Examination in chief of Martha D. Bryant.

I lived at Bailey Bryant's for four or five years during the creature, ending about three years prior to his death - I have heard them speak of the debts contracted by Charlotte Bryant before marriage and which Bailey Bryant had bound himself, in the contract, to pay. When Bailey Bryant expressed dissatisfaction at having to pay any debt Charlotte Bryant would tell him that he ought not to complain that according to the contract, he had promised to pay all her debts -

Cross examined -

Have you not frequently seen Bailey Bryant give his wife money during the creature?

I have seen him give her money, especially when pedlars were present - I don't know how much he gave her whether much or little.

Do you know whether Charlotte Bryant's debts were paid out of the funds of Bailey Bryant or those of his wife?

I do not - I know that Bailey Bryant sold seven negroes which he got by his marriage with Charlotte Bryant - whether he applied the proceeds arising from the sale of these negroes to the payment of her debts or his own I don't know. - I know that he sold a favorite negro servant of hers to whom she was attached (having raised her and educated her as a seamstress) much against Mrs Bryant's will.

My impression is that some of the money for the negroes was applied to the payment of a debt against Mrs Bryant or against her former husband's estate, which amounted to about two thousand dollars - but whether it was applied to the payment of this debt & if so what was the amount of the debt, I do not know for certain of my own knowledge - for this impression was made by the conversation which occurred on one day when the Sheriff was present, and whether this impression was

made by the remarks of the Sheriff, Bailly Bryant or Charlotte Bryant, I do not know, — I also think, but am by no means certain, that all three were present — My impression is vague & indistinct for it has been sixteen or eighteen years since the conversation alluded to — The Sheriff stated that he had an execution against the estate — I suppose he meant the estate of Mrs Bryant's former husband.

(To the latter paragraph of the answer to the last question, the Plaintiff's counsel objected)

Reexamined by the Plaintiff's counsel

Who employed & paid the overseers?
Mr Bryant employed them — I don't know who paid them — From what I saw Mr Bryant had the entire management of the farm and sale of the produce raised thereon — Further this deponent saith not.
M. D. Trueman

~~Cross examined —~~

~~What was David Richards age at the time he lived at Bailly Bryant's or visited there?
I can't tell — Further this deponent saith not.~~

The foregoing depositions of Theodore & Martha D. Trueman were taken, subscribed & sworn to before me this 31st October 1850.

Saml B King J.P.

Bryant

Depositions
Bryant

raised in by G. A. W. Newson, J. P.
November 1st / 1850.
G R E

The pl. of. except to the simplicity
of the witness. —————

The deposition of Jesse Drury taken on
the 1st of Nov. 1850 at the office of Cham-
pless & Mather, being in the town of Gen-
salem in the County of San. Thompson
by consent of parties to be read as
evidence for the Defendant in a suit
now pending in the Circuit Court of
San. Thompson between Charlotte Bryan
and Plaintiff and James S. Bryant
Esq. of Bailey Bryant Defendant

Jesse Drury being duly sworn
deposed and said: I was Jesse Drury the
sheriff sometime during the cohabitation be-
tween Bailey & Charlotte Bryant and
sometimes had claims against each
of them, when the claim was against
Bailey Bryant he paid it and when
against Charlotte Bryant she paid it.
I have often heard conversations be-
tween them from which I inferred
they kept their estates as separate
as if they had not been married.
My impression is that at one time
I had an execution against the estate
of H. Nicholson the former husband
of Mrs Bryant and that negro was
sent to pay it either by the Sheriff or
by Mr. Bryant, the negro was
brought I think to the estate of Nichol-
son.

Question of Pliffs Counsel: In your
visit did you not see that Mr. Bryant
had the management of the farm?
Ans: At first I thought he did, but
afterwards I found he did not.
Question of James: Do you know whether

The execution you speak of was paid from the proceeds of the negroes sold, or was it paid by Mr. Bryant out of his own means? Ans. I do not know.

Question by Same: Who paid the claims in your hands which were due from Mrs. Bryant before her marriage?

Ans. Mrs. Bryant generally took out her pocket book and paid them sometimes Mr. Bryant paid part of them.

Question by Same: What was the number and amount of claims you had against Mr. & Mrs. Bryant each?

Ans. I do not know either the number or amount, I think they were nearly all against Mrs. Bryant.

Question by Same: Do you know whether Mr. or Mrs. Bryant sold the negroes you mentioned and which of them paid the money to the Sheriff?

Ans. I do not know who paid the money to the Sheriff, my impression is that Mrs. Bryant got me to sell the negroes at auction and paid me for it.

And further this deponent swears not

J. P. Downey

The above deposition was taken sworn to and subscribed at the time and place mentioned in the caption before me a justice of the peace in and for the said County.

G. A. M. Morrow, J. P.

This Indenture made and entered into this the 9th
day of January and thousand eight hundred and ~~forty~~^{twenty} eight between
John S Richardson and Mary his wife of the County of South
ampton and State of Virginia of the one part and Charlotte
Nicholson and Alexander D Dicks of the other part: Witnesseth
that the said John S Richardson and Mary his wife for and
in consideration of the sum of four thousand dollars. Current
Money of Virginia to them in hand paid the Receipt whereof is
hereby acknowledged, they the said John S Richardson and Mary
his wife have given granted bargained and sold and by these presents
do give grant bargain and sell abin usself release and confirm unto
the said Charlotte Nicholson and Alexander D Dicks their and each
of their heirs Executors administrators and assigns forever a certain
plantation tract and parcel of Land containing eight hundred
and twenty five acres lying and being in the County of South
ampton and bounded as follows to wit: Beginning at a pine
at corner of Nathaniel Posters running thence S 5 West 45 poles to
a red oak at corner of Nathaniel Posters thence S 56 E 80 poles,
varying thence S 43 E 100 at corner in the old Indian line thence
N 24, E 60 pole to a pine, thence due North 188 poles to meet a
Cypress in Biddleton Scholers line thence N 31 E 50 poles to North
way river, thence the various courses of Holloway river to a black
granite corner of Thomas Fitzhugh and from thence along his line
S 32 pole to the first station; To have and to hold the said
plantation tract or parcel of Land with all the appurtenances there
unto belonging unto them the said Charlotte Nicholson and Alexan-
der D Dicks and each of them and their and each of their heirs
Executors administrators and assigns forever: To the only proper use and
 behoof of the said Charlotte Nicholson and Alexander D Dicks
their heirs Executors administrators and assigns forever: And the said
John S Richardson and Mary his wife, do hereby for themselves
their heirs Executors and administrators the aforesaid tract or
parcel of Land unto them the said Charlotte Nicholson and
Alexander D Dicks their and each of their heirs Executors admin-
istrators and assigns with every of its appurtenances will warrant and forever

defend against Thunders the said John T Richardson and Mary his
wife their heirs Executors Administrators and assigns and against the claim title
or demand of all and every person or persons whomsoever: IN Testimony
whereof the said John T Richardson and Mary his wife have
hereunto set their hands and affixed their seals this day and date
first before written

Signed sealed & delivered
In presence of
Wm. J. Sparks
Benjamin P. Nicholas
Saml. Kelly

John T. Richardson (Sd)

Southampton County in the Clerk's Office the 4th of January 1838
This Indenture of Bargain & sale was proved by the Oath of the
Witnesses thereto and admitted to Record: And at a Court held
for the County aforesaid the 11th January 1838 the said Indenture
was entered upon the proceedings of the day

Teste James Rockwell, C. C.

A Copy
Teste J. R. Edwards, C. C.

Bargain

to Benjamin P. Nicholas

Bargain to him

Copy given

Marriage Contract

Bryant

v } Exhibit with bill

Bryant's Exor

This Indenture Tripartite, made the 15^E day of September in the year of our Lord one thousand eight hundred thirty one, between Bailey Bryant of the first part, Charlotte Nicholson widow and relict of Howell Nicholson deceased of the second part, and Alexander P. Peck of the third part: Whereas a marriage is shortly intended to be had and solemnized by and between the said Bailey Bryant and the said Charlotte Nicholson, and whereas the said Charlotte Nicholson is possessor of a considerable estate real and personal and whereas it hath been agreed that the said Bailey Bryant should after the said intended marriage had, receive and enjoy during the joint lives of them the said Bailey Bryant and Charlotte Nicholson the interest and occupation of the said real and personal estate, he paying all the just debts now due and owing by the said Charlotte Nicholson, and also that the same and the increase thereof from and after the decease of such of them the said Bailey Bryant and Charlotte Nicholson as should first happen to die, should be at the sole and only disposal of the said Charlotte Nicholson, notwithstanding her coverture: And whereas it hath been also agreed, that in case the said Charlotte Nicholson should after the said intended marriage had, happen to survive the said Bailey Bryant, that she should not have or claim any part of the real or personal whereof the said Bailey Bryant, should be seized or possessed or entitled to at any time during the coverture between them, by virtue of her dower or title of dower at Common Law, or by virtue of her being administratrix or entitled to administration of the goods and chattels, rights and credits of the said Bailey Bryant or otherwise however. Now This Indenture witnesseth that in pursuance of the before recited agreement and in consideration of the sum of One dollar to the said Charlotte Nicholson in hand paid by the said Alexander P. Peck, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, she the said Charlotte Nicholson, by and with the private consent and agreement of the said Bailey Bryant testified by his being made a party to, and his sealing and delivery of these presents, hath granted bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, assign, transfer and set over unto the said Alexander P. Peck, his executors, Administrators and assigns all the said real and personal estate whatsoever of which she is now seized and possessed either in fee simple or by right of Dower: To have and to hold the property hereby conveyed unto the said Alexander P. Peck his Executors Administrators and assigns:

Upon such Trusts nevertheless and to and for such intents and purposes, and under such provisions and agreements as are hereinafter mentioned, that is to say, in trust for the said Charlotte Nicholson and her assigns until the solemnization of the said intended marriage, and from and after the solemnization of the said intended marriage then upon trust that he the said Alexander P. Peete his Executors, administrators and assigns shall and do permit the said Bailey Bryant during the joint lives of the said Bailey Bryant and Charlotte his intended wife to have receive, take and enjoy all the interest and profits of the property both real and personal hereby assigned to and for his own use and benefit, and for the payment of the just debts now due and owing by the said Charlotte Nicholson, and from and after the decease of such of them, the said Bailey Bryant and Charlotte Nicholson as shall first happen to die, then upon trust that he the said Alexander P. Peete his Executors, administrators and assigns, shall and do assign, transfer convey and pay over all the said property both real and personal to the said Charlotte Nicholson in case she survive the said Bailey Bryant, but if she die before him, then unto such person and persons and at the time and times, and in such parts and proportions, manner and form as she the said Charlotte Nicholson shall from time notwithstanding her coverture by any writing or writings under her hand and seal attested by two or more credible witnesses, or by her last will and Testament in writing to be by her signed sealed published and declared in the presence of the like number of witnesses, direct, limit, or appoint to the intent that the same may not be at the disposal of or subject to the control, debts, forfeitures or engagements of the said Bailey Bryant her intended husband, and in default of such direct limitation or appointment to descend and be distributed according to the Laws of the Commonwealth of Virginia: Provided always and it is hereby declared and agreed by all the parties to these presents that in case the said Charlotte Nicholson (surviving the said Bailey Bryant her intended husband) shall at any time hereafter claim and recover any part or parcel of the real or personal estate whereof the said Bailey Bryant or any person or persons intestate for him shall be seized, possessed or entitled unto at any time during the coverture between them by virtue of her dower or title of Dower at Common Law or by virtue of her being administratrix or entitled to administration of the goods, chattels, rights and credits of the said Bailey Bryant as aforesaid or otherwise, then and in that case the said Alexander P.

Peete his Executors, administrators and assigns shall from time to time and at all times from thenceforth stand and be possessed of the said property hereby conveyed in trust for the only benefit of the said Bailey Bryant his Executors, administrators and assigns, any thing in these presents contained to the contrary thereof in any wise notwithstanding -

In witness whereof the parties hereto have hereto set their hands and affixed their seals the day and year first above written -

Signed, sealed and delivered

in presence of us -

Peete -

Pitt Thomas

John T. Heymont

Drew Fitzhugh

Nathan B. Bryant

Bailey Bryant Seal

Charlotte Nicholson Seal

A. P. Peete Seal

Southampton County

On the Clerk's Office the 16th day of Sept 1831 -

This Marriage Contract was acknowledged by Alexander P. Peete one of the parties thereto and admitted to record as to him And in the Clerk's Office the 11th day of August 1832, The said Marriage Contract was proved by the oath of John T. Heymont one of the witnesses thereto, as to Bailey Bryant and Charlotte Nicholson, two of the parties thereto, and having been proved in the Clerk's Office on the 16th day of June 1832 by the oath of Drew Fitzhugh, and on the 4th day of August 1832 by the oath of Pitt Thomas also witnesses thereto as to the said Bailey Bryant and Charlotte Nicholson is admitted to record as to them - And at a Court held for the County aforesaid the 20th day of August 1832, The said Marriage Contract was entered upon the proceedings of the day -

Teste

James Rockelle, C. C.

A Copy

Teste

J R Edwards C. C.

Copy Bonds

Bryant

to } Exhibits with Bill

Bryants Exor.

On demand the twenty fifth day of December eighteen hundred and thirty and
Charlotte Nicholson and Alexander P. Peete do promise to pay William Richardson
the just sum of five hundred dollars for value received. As Witness our hands and
seals this 22nd day of December 1827.

Attest.
Drew Fitzhugh.

Charlotte. Nicholson (Seal)
Alex. P. Peete (Seal)

On the back of which bond are the following endorsements to wit: "The within bond is given
in part payment for a tract of land and is not to be paid until the title to the same is
made & relinquished by Mary Richardson -

John J. Richardson"

"28th Feby. 1831 I assign the within note to Tho^s. Prellow for value rec^d."

Witness
"Mary A. Prellow."

Wm Richardson"

The foregoing is a true copy of a bond & endorsements thereon filed in a suit lately depending in the
Circuit Superior Court of Southampton County between Thomas Prellow assignee of William Richardson
plaintiff and Charlotte Boyant defendant.

Teste. S. R. Edwards CLK

On demand the twenty fifth day of December eighteen hundred and thirty and Alexander
P. Peete and Charlotte Nicholson do promise to pay William Richardson the sum of five hundred
dollars for value received. As Witness our hands and seals this 22nd day of December 1827

Attest
Drew Fitzhugh.

A. P. Peete (Seal)
Charlotte Nicholson (Seal)

On the back of which bond are the following endorsements to wit: "The within bond is
given in part payment for a tract of land and is not to be paid till the title to the same
shall be relinquished by Mary Richardson

John J. Richardson"

"28th Feby 1831 I assign the within to Tho^s. Prellow for value received"

Witness
"Mary A. Prellow"

Wm Richardson"

The above is a true copy of a bond & endorsements thereon filed in a suit lately depending in
the Circuit Superior Court of Southampton County between Thomas Prellow assignee of
Wm Richardson plaintiff and Charlotte Nicholson defendant

Teste. S. R. Edwards CLK

Byants call

Whitfield 20th

34 + m? 399.

Roper v Wren

6 days 38.

Williams v Buckham

8 days 20

Fadeley v Weatherby's

400. 8 days 29.

Whiting v Rust

1 ♀ all: 483.

Hulme v Tenant

Whites Eg. Cases

355 days.

After marriage, no contract must be by the parties, although it can be made - 3 H. & M. 403 - Even if there had been this agreement. As defendant states it was not binding - Mrs. Bryant was not even given that she gave or allowed her to have $\frac{1}{2}$ of the profits - she was his wife - who can object - But where is the evidence of such binding contract? Marriage agreement - marriage articles differ from all other contracts - the marriage is the chief consideration 407 - Immediately on the marriage the contract is created and cannot be set aside by any body - the estate & capacities of the parties are altered?

Mrs. Bryant and I have made no agreement destroying the obligation created by the contract - ^{See the case on 408 & 417 -} it was perfected on her part in every respect - she has never claimed her dower - in his estate -

- Definitions & oral testimony not allowed 417 - 17 H. & M. 121. See verbal contracts may not be allowed to change the language - only when ambiguous - or to correct them something left out by accident - or fraud. 421.

Read N. Weatherly's Exr. & al. 8 pages 29.

^x
May ant
v $\frac{4}{3}$
Dry ants 400.⁺

Note of the
Count for May
1851.

Bryant v Bryants 405.

Alex: R. Pate The Trustee should be made a party before any order can be made in this case. This being done it will be right and proper under the marriage agreement and proof in the record, to hold Mrs Bryant responsible for the debt due to Pritchard.

The marriage agreement is dated the 15.th Sept. 1831, and it does not appear at what time afterwards the marriage was had, but the Bill charges that Bryant the Husband rec^d. a large amount of money for crops made the same year. This matter therefore, notwithstanding the denial of the rec^d. of Bryant, ought to

be enquired into by a comr.
of the court when the case
shall be in a condition for
such an order. at the same
time it seems to me an acc-
ount should be taken to show
the amount of Mrs Bryants
receipts as the profits of her
farm. This last account
I think would be proper
because, ^{altho} ~~under~~ the permission
of her husband (Bryant) as
shown by the evidence, she
may be entitled to the said
profits absolutely, yet, if upon
the settlement of the account
it should appear that the
Husbands estate is bound
for the crops &c received by
him the year of his marriage,
the question will arise whether
his w^ot will not be allowed
to offset the profits received

by Mrs Bryant under the
permission referred to, against
the demand which may be so
established against her late
Husbands estate -

R. H. B

Jan^y. 1851.

Bryant v. Bryant Exr.

note Sept. 1850.

Bryant vs Bryant. Executor.

Note of Defs. caused

Chambers & May. 9. & Henry Howard & Co.

The Plaintiff alleges that she and Baily Bryant entered into a Marriage agreement on 15th Sept. 1831 - The day on which the Marriage took place -

That by the said articles her intended husband covenanted to pay all her debts then due and owing in consideration of which, he was to receive during his life, for his own use, and "for the purpose of paying her debts" all the profits and proceeds of all her estate real & personal -

That the "bonds" constituted a part of her debts - and that although the husband recd. property & profits of property more than sufficient to satisfy all the debts, yet he did not comply with his covenant - but died in 1842 leaving these "bonds" unpaid - which she has been compelled to pay - in the year 1850 -

The bills seek to recover the amount of these bonds -

The Defendant avers that his Testator received any property, & applied it to his own use - but alleges that the "profits" of all the property conveyed in the Marriage was recd by the Plaintiff

He alleges further, that soon after the Marriage the Plaintiff and her husband agreed to divide & receive the produce of their respective farms - which agreement was strictly performed - and ^{that} as the Plaintiff received the fund set apart by the Marriage agreement - to pay

the debts. she must pay them -

It is submitted that the nitropes of the Plaintiff do not prove one single allegation of the bill -

The defendant shows. That the husband & wife owned separate plantations, on which their negroes were separately employed - That when produce was sold from the farm of the Plaintiff, the proceeds were paid over to her, in pursuance of a bargain between her & her husband - and that she expected and intended, and "was to" pay the debt to Patton -

It is proved that the Pltff & her husband kept separate accts. and were "very close with each other" - each paying their separate debts -

Whitehead, proves. That after her husband's death - The plaintiff, stated she had visited Patton, & offered to renew her bonds.

In reply to the note submitted by the counsel for the Plaintiff - we beg leave to say that the only case to which they refer & on the principles of which they seem to rely, is Tabb & Archer 1 H. & M. 400 -

That case was different in all its facts to the one at bar - The essential principle decided by that case is understood to be, that marriage articles made between an infant feme & her intended husband, beneficial to her and her contemplated issue

are obligatory upon the parties, and will be enforced in Equity, on the application of the issue -

The issue was provided for by the "articles" in Tabb & Archer and it was properly held, the husband & wife, were incapable - of changing the contract, because they would have interfered with the rights of third parties - the issue being considered purchasers under the agreement -

The Plaintiff insists that nothing, not even the parties themselves, can alter or change the marriage contract; - that, notwithstanding, they are the only persons, who directly or indirectly, have any interest in the subject matter, yet, when the contract is once entered into it is beyond the reach of human hands -

This is not law - and the court is referred to the case of Lady vs. Medley & Ligon 30 - similar in many respects to the one under consideration -

But we are willing, to ascertain, what became of the funds, conveyed in the marriage agreement for the payment of debts - If Mrs Bryant received them she should be made to account for them, at least so far - as to pay the demands set up in this suit - If the wife received the "profits" to which the husband was entitled he may recover them - under the principles decided in Roper vs. Womum 6 Ligon 38 -

The Plaintiff and her husband, enter into an agreement providing for no other persons - The husband is to receive all the profits of the wife's estate, and in consideration thereof to pay all the wife's debts, then due & owing - afterwards they agree to so alter their agreement, as that

The wife shall receive all the income of her estate - she does receive ~~that~~ ^{it} - agrees to pay the "bonds". Offers to answer them to Patton, (The creditor) - advises the Exec. of the husband to make no provision for paying these "bonds" - tells him that she had informed her husband in his lifetime - he should now pay them - Enjoys the whole property - during the coverture - a period of 11 years - and is, now, not contented with this full measure of liberality; but seeks to subject her husband's estate, to the payment of her debts -

If she seeks Equity - The Plaintiff must do Equity" - It is submitted, that the wife can not be allowed, to claim and reimburse during her husband's lifetime, for 11 years against the deed of settlement, and now apart this demand under the deed - she can not be permitted to repudiate the marriage agreement for 11 years - enjoy all the advantages, intended for the husband - and then turn around - set up the deed, & subject her husband's estate to all the burdens, imposed by the same agreement - This would be in contradiction to the well established principles of tenets of Equity - and will ~~be~~ ^{not} receive any countenance from this court -

The court will find, upon examining the "bonds" (copies are filed) that one of them, was not a debt "due & owing" by the Plaintiff, but the debt of A. P. Peter, with Charles W. Bryant security - and under no view of the case - could the Plaintiff recover money, from her husband's estate, which she had been compelled to pay as security for A. P. Peter