

1853-005

SOUTHAMPTON COUNTY
CHANCERY PAPERS

EVERETT, SHERIFF

VS WILLIAMS et al

SMITH

5/1853

other SURNames:

Cross, Jones, Cotton,
Vaughan

25 78 74 10

Everett Hill

v. } Papers

Williams &c

1853 May Tenn

Everett Shiff

r. } Stat. Rules

Williams Jr

Colk

9/ 15.13

Sept

6.00

Sum

13.75

36.88

William L Everett late Sheriff of Southampton County

against

Seth D Williams and Josiah C Smith

1850 October 22nd Subpoena issued

" December Rules - Subpoena returned executed. Bill filed & decree nisi & Dfts

1851 January " Bill taken for confessed

" February " Cause set for hearing

" May T. Answer of Dft. Williams. J. Rep. - Leave to amend bill & cause
recommenced to Rules

" Aug. 2nd Amended bill filed & summons issued.

" Sep. R. Summons Ret.^d Executed. - Decree nisi & Dfts.

" Oct. " Amended bill taken for confessed.

" Nov. " Cause set for hearing &c.

1852. May 8 Answers by leave Gen. Rep.

" Nov. " Leave to amend bill

1853 Jan 24th amended bill filed & process awarded

Wm. G. Everett Shuff

is 3

Williams & Smith

Bill & Calvito

1850 December Rules

To The Honorable Rich^d H. Baker judge of The
circuit court of Southampton County in chancery
sitting

Humbly complaining your orator
William G. Everett late sheriff of Southampton County
sheweth unto your Honor that on the 17th day of
July 1843 one Josiah C. Smith of the said county of
Southampton executed a deed of Trust to one Seth D.

Williams as trustee for the purpose of securing certain
debts and persons therein named from loss conveying
both personal and real estate all of which will more
fully appear by reference to the said deed of Trust
(a certified copy of which is herewith filed marked A
and prayed to be taken as a part of this bill) that the
said Deed of Trust after directing the payment of
certain debts therein provided ^{for} directed that if there
was any surplus the same should be paid over to
Josiah C. Smith the grantor in the deed.

That on the 4th day of December 1843 a writ
of habeas corpus and satisfaciendum came to the hands of
your Orator commanding him to take the bodies of
one Wm. P. Croft and the said Josiah C. Smith to satisfy
one Eliza Croft a debt of \$244 with interest and costs
which she had recovered in the circuit court of
Southampton against the said Croft & Smith all of
which will more fully appear by a certified copy of the
said execution which is herewith filed marked B and
prayed to be taken as a part of this bill. That your Orator
by virtue of the said execution took the body of the said
Josiah C. Smith into custody. That the said Josiah C.
Smith on the 1st day of January 1844 discharged himself
from custody by taking the benefit of the insolvent
debtor's oath and delivering a schedule to the sheriff
your Orator. That the said Josiah C. Smith among
other things delivered up to the sheriff in his

^{deceased}
schedule. "All his interest in the deed of trust executed by him to Seth D. Williams Trustee to Josiah C. Smith" all of which will more fully appear by a certified copy of the said schedule herewith filed marked C and prayed to be taken as a part of this bill. That afterwards to wit the 10th of January 1844 the trustee Seth D. Williams sold the property conveyed to him by the said deed of trust, and that the amount of sales was seven hundred and sixty two dollars and six cents. That the said Seth D. Williams paid off all the debts secured to be paid by the said deed of trust which amounted to the sum of five hundred and forty seven dollars and seventy six cents, leaving the sum of two hundred and fourteen dollars and thirty cents in the hands of the trustee which by the provisions the said deed of trust was to be paid to the said Josiah C. Smith, all of which will more fully by a certified copy of the said Seth D. Williams' account of sale, and settlement with and to the creditors of the said Josiah C. Smith herewith filed marked D and prayed to be taken as a part of this bill.

Your orator further sheweth unto your Honor that the said Seth D. Williams instead of paying over this balance of \$214.30 cts to him to be applied to the settlement of the execution against the said Josiah C. Smith, and which the said Smith had previously surrendered to him in his schedule and of which the said trustee Williams had notice, he the said Seth D. Williams paid over to the said Josiah C. Smith the sum of \$181.00 and still retains the sum of \$33.30 cts which he still retains. Your orator charges and avers that the said Seth D. Williams paid the said sum of \$181.00 to the said Josiah C. Smith with a full knowledge that the said Josiah C. Smith had taken the

insolvent debtor oath and surrendered this very money to the sheriff of Southampton and that he refuses to pay the other sum of \$33.30 cts notwithstanding your complainant's right to the same.

On tender consideration whereof and inasmuch as your orator is without relief in a court of law and only entitled to relief in a court of equity, where such matters are peculiarly cognizable he therefore humbly prays, that Seth D. Williams and Josiah C. Smith may be made parties defendant to this bill and compel them as full and perfect answer make to the allegations therein contained as if they had been themselves more fully and specially interrogated and that your Honor would decree that the said Seth D. Williams should pay to your orator the sum of \$214.30 cts with interest thereon the balance due upon the said Seth D. Williams account by his own showing in order that your orator may apply it to the execution in his hands in favor of Elijah Cropp, and that your Honor would grant such other and general relief the premises considered as equity may dictate and the nature of his case may require and as in duty bound your orator will ever pray so
Shant J. S.

Conrad Shuff
3 3 annuities bill
Williams & Co

1853 January 24.

To The Honorable Richard W. Basse judge of The circuit
court of Southampton in chancery sitting

Humbly complaining your orator William L
Covill late sheriff of Southampton sheweth unto your Honor
by way of amendment and supplement to his original
bill, that he has been informed that since the filing of his
original bill Eliza Croft assigned the judgment referred to
in the said bill obtained to Josiah C Smith and Wm P Croft
and under which the said Josiah Smith surrendered a
schedule that it was assigned about the 1st of January
1857 to one Benjamin Smith and that he assigned the
same about the 28th of the same month and year to
one John R. Williams. That he is advised it is necessary
that the said Benjamin Smith should be before the
court both as assignee of Eliza P Croft and as the
beneficiary under the deed of trust ^{mentioned in the original bill} and John R. Williams
as assignee of Josiah C Smith in order that the rights of
all the parties interested may be equitably adjusted

For Under consideration of your Honor and inasmuch
as your orator is without remedy at law and only entitled
to relief ^{in a court of equity} where such matters are peculiarly cognizable
he therefore humbly prays that Josiah C Smith Seth D
Williams Benjamin Smith both as assignees of the judgment
and beneficiary under the deed of trust Eliza Croft and
John R Williams may be made parties defendant to
this amended bill and compel them as full and proper
answer make to the allegations therein contained as if
they had been therein more fully and specially interrogated
and that the court would decree that Seth D Williams should
pay to your orator the sum of two hundred and fourteen
dollars and thirty cents with the interest therein accruing
the balance due by him on showing in order that your
orator may apply to the satisfaction of the judgment

obtained by Eliza Crook And that the court would grant
such other and further relief the justice considered as
equity may dictate and the nature of his case may
require and as in duty bound your orator will ever
may be

Shamus J. J.

Everett Lippoe

Answer of
S. D. Williams

Williams &c

1851 May Term

To the Hon. Judge of the Circuit Court for the County
of Southampton - In chancery -
Answer of Seth D. Williams to a bill of complaint against him
and J. C. Smith, exhibited by W. L. Everett Shiff: in the Circuit Court
for the County aforesaid

This respondent avers, and swears to in answer to said bill
Oath - that he admits the execution of the deed of trust in the bill men-
tioned, and the sale of the effects therein conveyed, in the month of Jan-
uary 1864, by this respondent as trustee; and states further, that on the day
of sale, J. D. Wapenbury, deputy of W. L. Everett Shiff: applied to this
respondent to know what amount of money would be necessary to sa-
tisfy the debts secured in the deed, which information this respondent
did not give at the time, not knowing himself; but said deputy, this
respondent over, made no demand upon him for any surplus that
might remain in his hands after satisfying said debts, nor gave
any reason for the enjoining - that as soon after the sale as practicable this
respondent paid the debts secured in the deed of trust, and had left
the sum of \$2430 remaining, in his hands - that having learned there
were unsatisfied executions against said J. C. Smith, and fearing there
would be some difficulty, if he paid over said amount to said Smith
at that time, and not wishing to retain the amount in his hands, this
respondent loaned said amount to W. L. Smith and took his bond
for the same - that previously to the sale under the deed of trust, it
appears, that, J. C. Smith the grantor in the deed of trust; took the oath
of insolvency under a Pa. Pa. execution in favor of Eliza Crop, the real
plainiff in the bill and surrendered in his schedule all his interest
in said deed of trust; which was sold, at public auction by the Shiff:
and purchased by one J. M. Williams, who, not long afterwards, instituted
suit in Chancery against this respondent to recover the said balance in his
hands - all of which will appear by copies of the execution and return thereto
schedule and papers so filed herewith as parts of this answer - that after
the termination of said chancery suit, which resulted in favor of this
respondent, he paid over said bond taken for the said balance of \$2430
to the order of said J. C. Smith the grantor in the deed of trust -
pursuant to a clause in the deed of trust which requires him to do
so, there being no other demand from any other source for said balance -
This respondent avers that after the termination of the suit above referred
to instituted by J. M. Williams, he had no intimation that the balance

of the trust funds in his hands were claimed by any other person, and positively states in answer to the bill that no other demand was ever made upon him for said balance, and that he did not know or believe that any person had a claim to said balance, other than the said J. B. Smith the grantor in the deed until the institution of this suit; a long time after said balance had been paid over according to the direction of said deed, which the respondent, felt himself as much bound to deliver as to pay the debts therein accrued. - This respondent is advised that at the time he paid over the said balance to said J. B. Smith or his order, that he was bound not to do so in the deed of trust, under which he was acting, and that the complainant has no claim against him for said debt.

This respondent objects to the bill, in manner and form - as if the same were more particularly set forth and pleaded, on the ground that the said complainant has no interest in the subject matter of the suit - his interest, as appearing from the execution and return of the writ, filed with the bill, having been sold and purchased by one J. B. Williams.

This respondent also states that after the termination of the suit before referred to instituted by J. B. Williams, the said Eliza Croft assigned all her interest in her assigned claim against J. B. Smith, to Henry J. Smith, for value received - And being advised, this respondent prays to be dismissed the court - with his costs in this behalf expended.

Widley & Goring atty

Southampton County to wit

This day personally appeared before me, Justice of the peace for the County aforesaid, J. B. Williams who made oath that the facts stated in the above answer are true to the best of his knowledge and belief - Given under my hand this day of April 1839

G. A. W. Newcomer J. P.

Amount of
\$ 8 Millions

1852 May 3^d

Answer of S. D. Willison to an amended bill brought by M
L Everett and John R. Willison

This respondent in answer to the said bill says, that to the best of his knowledge and recollection, he was not forbidden by the sheriff, from paying over the balance in his hands after satisfying the debts secured in the deed of trust executed by J. C. Smith and referred to in the bill; and that he has no recollection whatever, of ever being been cautioned by Mr. Eliza Croft or her agent not to pay over said balance to J. C. Smith. And this respondent further states, that he had no intimation that said balance was claimed by any person, save the said Smith, after the termination of the chancery suit, referred to in his previous answer, until long after the said balance was paid over - And being ordered pray hence to be dismissed the court with his costs expended in this suit -

Seth D. Willison

This day S. D. Willison made oath before me that the facts stated in the above answer are true to the best of his knowledge and belief - Given under my hand this day of May 1852

Jonathan Darrow J. P.

Williams Co
add 3
Court Sheriff

Answer of H. J. Smith

1853 May 3^d

The separate answer of Hemming T Smith to a bill
in chancery exhibited in the Circuit Court of
Southampton by Wm G Corbett late sheriff as hims
and Josiah C Smith & als

To the Honorable Richard G Baker in chancery
sitting

This defendant for answer to the
said bill or as much thereof as he is advised it is
material for him to answer, answering says The
morning after Josiah C Smith's sale under the
deed of Trust Seth D Williams came to my house
and told me he had sold out Josiah C Smith's
property under the deed of Trust and there was
a balance in his hands somewhere about two
hundred dollars and advised me ^{with} what he had
just do. with it, that the deputy sheriff was then
at his house and demanded the balance which
was in his hands which he claimed under
a schedule handed in by the said Josiah C Smith
when he took the insolvent oath I advised him
to hold on to it and to do whatever the Trust
deed directed, that he then ^{afterwards} sent me two hundred
dollars for which I executed my bond with the
understanding that whatever I paid for Josiah
C Smith should be deducted and the only
amount deducted was twenty dollars paid Ridly
and Goodwyn which amount was included on
the bond, the said bond was transferred to one
Allen Cotton was sued on and recovered from
me, by Jeph. Robinson who sued for Cotton's benefit
that in the suit instituted on this very bond
executed to Seth D Williams This defendant
offered a paper assigning an execution obtained.

by Eliza Croft as Wm P Croft and Josiah C Smith
The one refers to in the plaintiff's bill as an effect
and that the court refused to admit it to gether with
all the ^{other} claims that I paid for the said J. C. Smith
that subsequently I purchased this execution from
Wm M Jones as agent of Eliza P Croft for the sum
of twenty five dollar cash which I transferred
to one John B Williams having in fact
purchased it for him all of which will appear
by the said Wm M Jones Receipt herewith filed
marked A and may be taken as a part of
this answer and having fully answered this
defendant prays to be taxed disburse with his
costs &c

N. T. Smith

Southampton County to wit

This 19th day of April
in the year 1853 H. T. Smith appears before me
a justice of the peace for the aforesaid county
and made oath that the facts stated in the above
bill are true to the best of his knowledge and
belief

William Bowers J. P.

I do hereby endorse and assign over for value
rec^d to Manning T. Smith an execution in my
favor now in the Clerks Office in the County
of Southampton against Wm. P. Croft & Josiah
C. Smith, which execution was returned to said
Office by the Sheriff. - This

April 1848 -

Witness

Geo D Pipping

Eliza Croft
by W. M. Jones

No 12

Recd. January 1st 1851 from Henning T. Smith the sum
of seventy five dollars for an execution agt' M^{rs} P. Croft
and Josiah L. Smith of ~~the~~ ^{the} ~~an~~ ^{an} ~~County~~ ^{County} in favour
of Eliza Croft given for the debt of ~~Abraham~~ ^{Abraham} Croft
de^d - the said execution having been heretofore
conveyed by me as agt' for Mrs Croft to said Smith
if any portion of the same be collected well,
if not the above sum to be refunded.

M^{rs} M. Loom
for Eliza Croft

Eliza Loop
No 3 receipt
G. T. Smith

Enetto affec

- } answer of
2 } S. D. Williams

Williams & c

1853. May 2^d

To the Hon. Richard H. Butler Judge of the Circuit-
Court for the County of Southampton - In chancery
Answer of Seth D. Williams to a bill of complaint against him
and others, exhibited by W. M. Crout, sheriff for the benefit of
Elgin Corp -

This defendant avers and reserves &c in
answer to said bill, in addition to what he has already answered -
That since the last term of the Court, and within some
few weeks past; he has ascertained that on the 28th March in
the year 1844, the sum of \$149.08 was paid to the plaintiff
in part satisfaction of the claims which she is suing in the
said bill to recover, and which has now been credited on said claim

This respondent states that William P Corp, one of the parties
against whom the execution in the bill mentioned is issued, executed
a deed of trust to Matthew Vaughan trustee for the benefit of James
Wells, bearing date the day of in the year. - That sub-
sequently, the execution of the plaintiff was issued against him
in consequence of which, he availed himself of the benefit of the
oath of insolvency, and surrendered to the sheriff, his interest in
said deed of trust - That said trustee sold the trust-estate therein
conveyed, and after satisfying the debt, there remained in his
hands the aforesaid sum of \$149.08, which he paid to the sheriff
in part satisfaction of said execution. as will appear by the receipt
of the sheriff, dated 28th March 1844, and herewith filed as part
of this answer; and your respondent avers that said amt was not
credited on said execution - And being answered he prays to be dismissed
the Court with costs &c -

S. D. Williams by

W S & A Booden atty

Southampton County to wit -

This day personally appeared before me a Justice of the
peace for the County aforesaid, S. D. Williams who made oath that
the facts stated in the above answer are true to the best of his
knowledge and belief; and that said facts have come to his knowl-
edge, since the last term of the Circuit-Court for said County - Given
under my hand this 2nd day of May 1853

P. Doherty J.P

John R Williams
at 3
Apr 2 Cornett Shop

Answer of John R Williams

1853 May 2^d

The separate answer of John R Williams to a
bill in chancery exhibited by Wm G Evinet late
sheriff vs Isaac C. Smith him and others
To the honorable Richard H Baker in chancery
sitting

This defendant for answer to the said
bill or as much thereof as he is advised it is material
for him to answer, answering says that in January
1857 Henry T Smith purchased from Wm M Jones
as agent for Olga Croft the execution and judgment
named in the bill and which is the subject of this
suit, that the said execution was purchased by
said H T Smith for him and was paid for
with this defendants money and that the suit
was brought by the sheriff to recover it for him
and this defendant further states it as his opinion
that Seth D Williams would not suffer should a
debt go against him as he is indemnified by
others in corroboration of which he herewith files
the letter of Sime B Johnson addressed to him
which shows that he the said Johnson considers
himself bound to Williams in the court the said
Williams should be cast in this suit all of
which will appear by the said letter herewith filed
marked A and asked to be taken as a part of this
answer, and having fully answered this defendant
prays to be dismissed with his costs &c

J R Williams

Southampton County to wit

This day John R Williams appeared before me
a justice of the peace for the aforesaid county and made oath
that the allegations of the above answer are true to the best of
his knowledge and belief given under my hand and seal
This 2nd day of May 1853
William Bowers J.P. (Seal)

W. L. Everett Shopp
as 3 Doene
Williams is also

To be entered
R. H. B.
May Co. '53

William E. Corbett Shuff

vs 3

Williams & als

By consent of parties This cause This day came on to be heard on the original and amended bills of the Plaintiff and the exhibits filed therewith the answers and amended answer of the defendant Seth D Williams the answer of Josiah C Smith the answer of Hanning T Smith the answer of John W Williams and the depositions filed in the cause and was argued by counsel On consideration ^{by the living consent} thereof The court doth, adjudge, order and decree, That the defendant Seth D Williams pay to the Plaintiff William E Corbett the sum of one thousand and fifty dollars and twenty six cents with interest on one thousand and forty two dollars and ninety cents paid thereof from the 28th of March 1844 till paid, and the court doth further adjudge order and decree that the said defendant Seth D Williams pay to the Plaintiff his costs by him in this suit expended

Executive Staff

& 2 sp^{rs} chg.

Smith &

1850 December Rules

Executed by
delivering a true
copy to each def^t

Wm W. Briggs
for A. Myrick staff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon

Jeth J. Williams & Joseph C. Smith

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

William A. Everett late Sheriff

~~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 *22nd* day of *October* 18*50*, in the
75th year of the Commonwealth.

L. R. Edwards

[One Copy to be delivered each Defendant.]

I acknowledge receipt of the within

Mrs J. S. Thomas
Atty for John. Tiff

Wm L Curtis Sheriff &c
Sir

Take notice that on the 30th day of
April 1851 I shall proceed to take the de-
positions of Wm M. Jones at the house of
Leah Parker in the County of Low Hampton
between the depositions of him & M and
sin P M of that day to be read as evidence
for me in a suit now pending in the
Circuit Court of Low Hampton in which
you are Plaintiff and myself and Josiah
Smith are Defendants -
Given under my hand this 27th day
April 1851

Wm L Curtis

V

Over Mt Shiff

~ } Sp. 6m

Williams & Co

1857 Sept. Rules

Executed
James A. Hallett
Dy of the Merch
Shiff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon

Williams

Joseph C Smith & Seth D.

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

William L Everett late Sheriff of Southampton County &
John R. Williams

And ~~unless~~ shall ~~answer the said Bill within four months thereafter, the Court will take the same for confessed, and decree accordingly.~~ And this ~~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 *21st* day of *August* 1857, in the *76th* year of the Commonwealth.

J. R. Edwards

[One Copy to be delivered each Defendant.]

Mr. J. Everett

v.

Williams L.

} Notice

Executed on Seth D. Williams
Sept. 30th & on Josiah G. Smith
Oct. 1st by delivering to each
a copy.

J. Wells Stiff.

Meys Seth D Williams and Josiah C Smith

Take notice that
I shall on Wednesday the 30th of October next between the
hours of sunrise and sunset at Franklin in the county
of Southampton proceed to take the depositions of William
Mc Jones, Mendith Holland, Allen Cotton and Cape B Johnson
to be used as evidence in a certain suit now pending in
the circuit court of Southampton in which you are
defendants and I am plaintiff

Gives us W^m A Court late
Shriff of Southampton

September 27th 1852

Everett Esq &

& J^r Sp^r Chy

Williams Esq

1853 February Rules

Not attached

Sam^l E. Hall's Esq

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon

*Isiah C Smith Seth D Williams
Heming T. Smith Eliza Croft and John R Williams*

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 ^{an amended} ~~a~~ Bill in Chancery exhibited against ~~them~~ in the said Court by

William L Everett late Sheriff of Southampton

And unless ~~shall answer the said Bill within four months thereafter, the Court will take the same for confessed, and decree accordingly. And this~~ 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 24th day of *January* 1853, in the 77th year of the Commonwealth.

L R Edwards

[One Copy to be delivered each Defendant.]

Everett Shift

2 Sp^a. Chy

Williams & P

1853. March Rules

Executed on J. C. Smith
H. J. Smith; J. D. Williams
and John R. Williams.
Eliza brot out County
John Victor Sep 3rd 1853
Saml. Rollo Shift

SUMMONS.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, GREETING:

YOU are hereby commanded to summon Joseph C. Smith, Seth D. Williams,
Hannay T. Smith, Eliza Croft & John R. Williams

~~if~~ ~~be found within your Bailiwick~~, to appear at the Clerk's office of our ^{Circuit} court for Southampton County, at the Rules to be holden for the said Court, on the first Monday in March — next, to answer ^{an amended bill in Chancery exhibited} against them in the said Court by William S. Everett late Sheriff of Southampton

And have then there this writ.
the office aforesaid, this 7th
foundation.

Witness L. R. Edwards, Clerk of our said Court, at
day of February 1853, in the 77th year of our

L. R. Edwards *clerk*

Overth Staff V

& 2 same ch.

Williams &

1853 April Rules

did not come
to hand in time

Apr 12th T Hall

1853

off

SUMMONS.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Isle of Wight County, GREETING:

YOU are hereby commanded to summon *Edw. Croft*

Chas. J. Croft
if ~~be found within your Bailiwick~~, to appear at the Clerk's office of our *Circuit*
court for Southampton County, at the Rules to be holden for the said Court, on the first
Monday in *April* next, to answer *an amended bill in chancery exhibited*
against her and others in our said Court by William L. Everett late Sheriff
of Southampton

And have then there this writ. Witness L. R. Edwards, Clerk of our said Court, at
the office aforesaid, this *7th* day of *March* 185*3*, in the *77th* year of our
foundation.

L. R. Edwards Clk

Wm L Everett Esq
as 3 Notice
Williams vs Smith

Entered
James Hullitt Dpy
of Ala Myrarch Guff

1853

Messrs Seth D. Williams and Josiah C. Smith

Take notice that I shall on Tuesday the 22nd of April next between the hours of sunrise and sunset at the office of Wm B. Shanks in the Town of Jerusalem proceed to take the deposition of Hanning S. Smith to be read as evidence in a certain suit now pending in the Circuit Court of Southampton County on the Chancery side thereof in my behalf wherein I am Plaintiff and you are defendants at which time and place you may attend if you think proper

William L. Correll late Sheriff

Ernest Skiff

2 } Dep:

Williams

Came to hand sealed May 2^d
1851. 186.

Southampton County to wit

On this Thirtieth day of April
in the year of our lord one Thousand
Eight Hundred and fifty one personally
appeared before me Jeph Parker A Justice of
the Peace for the County aforesaid
William M Jones who after being duly
sworn according to Law. deposed and
sayeth as follows: That He as Agent
for Mrs Eliza Croft did sign over and transfer
to Lemming T. Smith for value received the
balance due to her the said Eliza Croft
on an execution against William P. Croft
and Josiah B Smith, the sum and the date
not exactly recollected but believed to have
been some time in latter part of A.D 1849.
or so

Question. Does Mrs Eliza Croft have any inter-
ests or ^{in the} in any way connected in the debt
of Wm P. Croft late Sheriff for her benefit
bes' Seth D Williams & Josiah B Smith only
as agents of H. T. Smith.

Ans. No

Question. Are you the Agent of Mrs Eliza
Croft— And does the majority of her
benefit pass through your hands

Answer It Does

Question You state that you transferred
to Hanning J. Smith. the above execution
B. William P. Croft & Josiah C. Smith
at the request of Mrs Eliza Croft
Ans I do

Question What amt did you as agent
of Mrs Eliza Croft receive of Hanning
J. Smith as full satisfaction of
the execution B. William P. Croft &
Josiah C. Smith

Ans Seventy five dollars
M^m on Jones.

Sworn and subscribed to before me
This 30th day of April 1851

Jeffer Parker J. P.

Everett Stiff Jr
n { Depositions

Williams Jr

Given to hand sealed October 23^d
1852.

Depositions of Allen Cotton and William M. Jones
Taken at Franklin in the
county of Southampton on Wednesday the 20th of October
1852 between the houses of sunrise and sunset ~~to~~
~~was~~ pursuant to notice duly given to be read as
evidence in a certain suit pending in the circuit
court of Southampton between W. L. Corvill late
sheriff vs William and Smith in favor of
Wm L Corvill vs

Allen Cotton having been first duly sworn
on the Holy Evangelists of Almighty God
deposes and says as follows

Ques by Plaintiff Corvill Was not Josiah C
Smith your Guardian?

Ans He was.

Ques by same Did you not receive a Bond from Wm
D. Williams vs Henning J Smith

Ans I did.

Ques by same What was the amt of the Bond

Ans Two hundred and fifty dollars or more
as I recollect

Allen H. Cotton

William M Jones having been first duly sworn upon
the Holy Evangelists of Almighty God deposes and
says as follows: To wit, I said to James D. Mapenbury
then Deputy Sheriff, that I had been told that there was
a surplus of money in the hands of Seth D. Williams
as trustee for the sale of Josiah C. Smith's property
and that I wished him to demand the same for the
benefit of Eliza Croft, or correct the trust was would
be sufficient to satisfy the balance due on an exe-
cution against Wm P. Croft & Josiah C. Smith his
security - the Sheriff said he had been told that
the surplus was in the hands of Hiram J. Smith
and that he would attend to it.

Question by the Plaintiff:

Has Eliza Croft received any money from Josiah C.
Smith on the said Execution. answer no.

Question by the Defendant.

~~Did you~~ not consider the bond for seventy five dollars
and compensation for the execution in favor of Eliza Croft
answer - ~~James D. Mapenbury~~ Hiram J. Smith recovered the
the amount of said execution.

Ques by Defendant

Did you not upon the receipt of the bond of
Hiram J. Smith for seventy five dollars
transfer to him the execution in favor
of Eliza Croft due by Wm P. Croft and Josiah
C. Smith.
Ans. I did

Ques by Defendant

Now you satisfied with this transfer
and did you have any further claim against
H. J. Smith after giving the bond for
seventy five dollars in payment for the above
execution in favor of Eliza Croft vs Wm P.
Croft & Josiah C. Smith

answer: not until the money was paid.
Ques by the Plaintiff

Now you not the known agent of Mrs
Eliza Croft at the time of the sale of the
property of Josiah C. Smith, ^{sold} under a Decree
of Court

Ans. I was

Ques by same

Did not the Sheriff have in his hands
an Execution or judgment vs Wm P. Croft
and Josiah C. Smith in favor of Mrs Eliza
Croft at the time of the sale of said Josiah C. Smith's
property

Ans. I think there was.

Ques by same

Did you not at Wm P. Croft's sale have
a conversation with the Sheriff relative
to the surplus money in the hands of the trustee
of said Josiah C. Smith's property and did
not said Sheriff say that he had been
informed there was a surplus
Ans. I did and requested the Sheriff to save

the balance of Mrs Croft's Execution.
Ques by Defendant

Ans you are aware that the Sheriff made
a demand upon John D. Williams for the
sum of money which might or did remain in
his hands as Trustee for the Satisfaction of
said Execution

Ans I am not

Ques by Plaintiff
Has Henry J. Smith ever paid said
bond of seventy five dollars to Mrs Eliza
Croft

Ans Not that I am aware of

Ques by Defendant

Did you not transfer to Mrs Eliza Croft
the Bond of H. J. Smith for seventy five
dollars which she received and authori-
zed you to pay to H. J. Smith the Execution
in her favor vs Mrs L. Croft and Jos C. Smith

Ans I have not transferred the Bond
but have transferred the Execution to said
H. J. Smith

Ques by same

Do you still hold this Bond vs H. J. Smith

Ans I do

Ques by same

In the event of the payment of seventy five dollars
for the event of the payment of seventy five dollars
by H. J. Smith to Mrs Eliza Croft or her Agh. Mr. W. Long
does she not relinquish her right and title to the
above Execution and should not be considered a party

litigant in the above suit of Mrs L. Everett
late Sheriff vs Williams & Smith
Ans She does

Ques by the Plaintiff

Does not Mrs Croft consider the said
Execution vs Mrs L. Croft and J. C. Smith
her indubitable right and title until
said seventy five dollars due by note from
H. J. Smith be fully paid by said Smith
and whenever said bond is paid does
she then relinquish her right and title to
said Execution

Answer: I consider Mrs Eliza Croft has ~~has~~ no
title to the execution.

W. M. Long

Taken and sworn to before me at the place
and time mentioned in the Caption

Robt. G. Edwards J. D.

Everett M. Ship

Deposition

Williams & P

handed in by J. A. W. Newson & P.
Apr. 23^d, 1851.

Deposition of Hanning I Smith Taken on Tuesday
the 22nd of April 1857 Between the hours of sunrise and
sunset at the office of Wm B Shanes in the town of
Jerusalem Pursuant to notice duly given to be read as
evidence in a certain suit now pending in the circuit
court of Southampton between Wm B Courts late sheriff
for use as Josiah C Smith and Seth D Williams on
the one side versus to read as evidence for the
plaintiff.

The deponent Hanning I Smith having been first
duly sworn on the holy Evangelists of Almighty God
deposes and says as follows The morning after Josiah
C Smith's ^{sale} under the Trust deed Mr Seth D Williams
came to my house and told me that he had sold out
Josiah C Smith's property and there was a balance in his
hands amount not recollected somewhere between one
and two hundred dollars and advised with me what
he had best do with it that the deputy sheriff was
then at his house and demanded the balance which
was in his hands which he claimed under a
schedule from Josiah C Smith I advised him to
hold on to it and to do whatever the Trust
directed him to do.

That some time after the Trust saw the sheriff
sold the interest debound up by Josiah C Smith at
public auction and further this deponent saith not

H. I. Smith

Southampton County, Texas

The above deposition was
Taken sworn to and subscribed before a justice of the
peace for the aforesaid county The day and place
mentioned in the caption given under my hand and
seal This 22nd day of April 1857

G. A. M. Newcom

State of Virginia }
County of Southampton }
To wit

On this the 23^d day of April A D 1853 Person-
ally appeared me one of the Commonwealth
justices of the Peace for and within said County
and State ^{aforsaid} Matthew W. Vaughan and after
being duly sworn according to law
deponent and said as follows

Q. Did you pay unto the Sheriff James
Massenberg Deputy for Saml B. Hinds, on the
28th of March 1844 the Sum of One Hundred
and forty nine dollars and eight Cents
the amt of which was to be applied toward
the satisfaction of an execution against
Mrs J. Croff for the benefit of Eliza Croff Guar.
for the children of Abram Croff Dec?

Ans. Certainly I did

Q. And you are aware of any other execution against
Mrs J. Croff and Josiah C. Smith Security except
the one ~~for which the sum~~ ^{for which the sum} of \$149.08¹⁰⁰ as specified
in question 1st which was paid to James Massenberg
Deputy for Saml B. Hinds Sheriff in favor of Eliza
Croff Guar. for the children of Abram Croff Dec?

Ans. I do not know of any other and do not know
that Josiah C. Smith was security to that even

Asce further the defendant Smith not
M. W. Vaughan

Arrived to and ~~subscribed~~ before me this
day and date above written

Robt. G. Edwards J. C. C.

Ag. i. vito

Everett 11/1/2

2

Millions

28 April 1853

State of Virginia
County of James
To wit:

On the 28th day of April A.D. 1853 Personally
appeared before me one of the Commonwealth's justices
of the peace for and within said County and State
aforesaid. Wm M Jones and after being duly qual-
ified according to Law deposed and sworn as
follows.

Question by Deft. Did you not receive on or about the 28th
day of March 1844 - upwards of One hundred dollars, the exact
amount not recollected, from James Massenburg, Deputy for
Saml. B. Vines, Shff of So.ampton Co: the said amount of
which was paid to Eliza Cross, Guardian for the heirs
of Abrah Cross dec'd in part payment of an execution, then
existing against Wm P. Cross & Josiah C. Smith, in favor
of Eliza Cross Garar, the amount of said bond when first
given, believed to be the sum of Two hundred & fortyfour dolls
(date not recollected).

Answer: I did.

Question. Are you aware of the existence of any other ex-
ecution in favor of Eliza Cross, against Wm P. Cross &
Josiah C. Smith except the one specified in Quest: 1st: ~~and~~

Answer: I am not.

And the said William M. Jones, further states, that at the request
of James Massenburg Jun Deputy as aforesaid - I received from
him, and paid over to Eliza Cross as Guardian aforesaid, the
money aforesaid, (the sum not recollected), which was in part
of an execution then existing against Wm P. Cross and
Josiah C. Smith. The Deputy Shff aforesaid, deducted from the
sum which he had collected, his own and the Clerk's fees in

said suit. And further the Deponent says the not.

Wm M Jones

Sworn to and subscribed before me the day and date
herein before written.

A. H. Jones J.P.

Statement

Execution due 15 th Decr: 1840 -	244.50
Put to March 28 th 1844 - $\frac{1}{3}$ - 3.10 -	<u>47.98</u>
	\$291.98
Cont Credit -	<u>149.08</u>
	142.90
Costs -	<u>7.36</u>
	\$150.26
rest Put on \$142.90 from the 28 th March 1844 -	

Everett Siff

to } Exhibit with Bill

Smith & Co

A. & D.

Acct. of Sales of Josiah C. Smiths property for the benefit of H. F. Smith
individually and as security January 10th 1844.

1/2 Doz. Windsor chairs.		Seth D Williams	6/	1 00
1 1/2 " Flag bottoms.		do	do	57
1 Bed. Head & Furniture	1.	do	do \$8.	8 00
1 Trunnell bed & Furniture	2.	do	do	2 17
1 Bedstead & Furniture	3.	Simon Murger	\$4.	4 00
1 do do do	4.	Wm B Daughan		40 00
1 Clock		Seth D Williams	5/	5 00
1 Spinning Wheel		M. J. Davis		2 03
1 do do		Seth D Williams		1 00
1 Walnut table		do	do	1 00
1 Iron pot.		do	do	12 1/2
1 Oven		Edwards Moore		28
1 Brown Cow & yearling		Seth D Williams	\$4.	4 00
1 Pied Cow		Geo B Jenkins		3 90
1 Brindle do		Hardy Croft		4 05
1 Sorrel Mare		Wm E Rauls	40/	40 00
1 Blk. Sow & 4 pigs		Geo B Jenkins		6 35
1 Blue do & 4 do		Seth D Williams		4 40
1 Blk listed 6 do.		do	do	5 85
1 Small Blk. Sow & 4 pigs		Edwards Moore		3 38
1 Dagen plough		Seth D Williams		37 1/2
1 Shovel do		Warren Edwards.		80
3 Mending & grubbing hoes.		J. J. Sawmire		69
1 Loom. No 1.		Nelson B. Gardner.		62 1/2
1 do No 2		Seth D Williams		8 00
1 Cart & Wheels		do	do	20
1 Negro Man Simas		M. J. Davis		300 00
1 Tract of land 100 acres more or less				351 30
				\$ 762.06 1/2

Sold by.

Seth D Williams Trustee.

Dr. Josiah C. Smith In account current with Seth D. Williams trustee for H. J. Smith.

To amt. of H. J. Smith's bond	262 38
" Int. from July 17 th 43 up to Jan 17. 44	7 37
" Amt. of Jas. W. Murfrees bond	15 00
" Int. from 12 July 43 up to Jan 17. 44	46
" Amt. of execution paid Sheriff for H. J. Smith security for J. C. Smith	94 12
" Amt. bond due J. C. French	70 00
" Int. from July 17 th 43. up to Jan 17 44	2 10
" Commissions on \$762.06/100	38 10
" Amt. paid for deed Trust.	5 00
" " for deed for Holland for land	5 00
" Amt. paid Owen Vaughan Crier	5 00
" " " for keeping act Sales	2 30
" " " recording deed Trust & Tax	2 00
" " " Account of Sales	2 00
" " of Execution to C. Brith for the benefit of A. M. Howell	46 23
" Amt. p ^d J. C. Smith as pr. rec ^d .	181 00
	\$ 728 76

By amt. of act. Sales.

\$762.06.

This amount is subject to a claim which Jas D. Mafenburg has in his possession secured by H. J. Smith provided the included clause in said trust allows me the of paying it
J. D. Williams Trustee

Southampton County In the Clerks Office the 18th day of March 1844.
This account of sales of the property of Josiah C. Smith was returned and admitted to record.

Teste. L. R. Edwards Cb

A Copy

Teste. L. R. Edwards Cb

This Indenture made and entered into this 17th day of July 1843 between Josiah C. Smith of the first Seth D. Williams of the second part and Henning T. Smith of the third part Witnesses. Whereas the said Henning T. Smith has become security in two forthcoming bonds, one executed to Elizabeth Brith for the benefit of Anthony M. Howell and the other executed to Peter Moore and is also bound as the security of the said Josiah C. Smith in several bonds, to wit. a bond executed to James T. French for the sum of seventy dollars dated the 17th July 1843 and payable on demand - also to a note executed to James Murfee for the sum of fifteen dollars dated the 14th of July 1843. Also the said Josiah C. Smith is indebted to Henning T. Smith individually in the sum of two hundred and sixty two dollars 38/100 dated July 17th 1843 and being anxious and desirous to secure the said H. J. Smith against all loss whatever either as security or for the sum due him individually he the said Josiah C. Smith for and in consideration of the premises aforesaid as well as for the further consideration of one dollar to him in hand paid by the said Seth D. Williams the receipt whereof is hereby acknowledged, hath granted bargained and sold and by these presents doth grant bargain and sell and convey unto the said Seth D. Williams his heirs &c. forever the following property to wit. One certain tract or parcel of land lying and being in the County of Southampton containing about one hundred acres of land more or less, it being the tract of land whereon the said Josiah C. Smith now lives - also the following personal property to wit. One negro man slave named Linas, one several mares, ten head of hogs, six head of cattle, five feather beds and furniture, one cart and wheels, one dozen chairs, one clock, all the kitchen furniture and farming utensils of the said Josiah C. Smith - To have and to hold the tract of land above conveyed with all its appurtenances and also the slave Linas and the other personal property herein conveyed together with the increase thereof to him the said Seth D. Williams his heirs &c. forever Upon trust Nevertheless that in the event that the said Josiah C. Smith shall ^{fail to} pay the debts herein provided for, that then the said Seth D. Williams shall whenever required by the said H. J. Smith advertise and sell to the highest bidder for cash, thirty days previous notice of the time and place of sale having been previously given at several public places, all of the property herein conveyed both real and personal or so much as may be necessary to pay such of the debts herein provided for as the said Josiah C. Smith may then have failed to pay, and out of the proceeds of said sale after deducting the expenses thereof pay the debts herein provided for, and the remainder if any pay over to the said Josiah C. Smith his heirs &c. And we and each of us covenant that we will faithfully

execute this trust. In Witness whereof we have hereunto set our hands and seals this day and date above written.

Joshua C. Smith (Seal)

H. J. Smith (Seal)

Southampton County. In the Clerks Office the 17th day of July 1845.

This deed of trust between Joshua C. Smith of the first part, Seth D. Williams of the second part, and Henning C. Smith of the third part was acknowledged by Joshua C. & H. J. Smith hrs of the parties thereto and admitted to record.

Teste.

J. R. Edwards

A Copy.

Teste.

J. R. Edwards

Everett Shiff

u } Exhib. with bill

Smith & Co

B + C.

The Commonwealth of Virginia - To the Sheriff of Southampton County -
 Greeting - We command you that you take William P Croft & Josiah C. Smith if
 they be found within your bailiwick and them safely keep so that you have their bodies at the
 Clerks Office of our Circuit Superior Court of Law and Chancery for said County at Rules
 to be holden for said Court on the first Monday in January next to satisfy Eliza Croft
 the sum of two hundred & forty four dollars with legal interest thereon from the 15th
 day of December 1840 till paid which she lately ^{in our said Court hath} recovered against them for debt
 also seven dollars & 36 cents to the said Eliza Croft in the same Court were adjudged
 for her costs in that behalf expended Whereof they are convict as appears to us of
 record And have then there this Writ. Witness Myself & Milton R Edwards Clerks
 of our said Court at the Courthouse this 4th day of December 1843 in the 68th year
 of the Commonwealth.

JR Edwards CB

Sheriffs return - " Sale of W.P. Crofts Interest in deed of trust of Jos. C. Smiths
 Interest as pr. Schedule sold to John R Williams for. \$2-60
 Shffs. Coms. 63
 Arrest 126 189
 Cents - 71

Jas Mapenburg Dy of
 W.D. Everett Shffs "

The following are copies of Schedules returned with the foregoing Executions.

' This is a Schedule delivered up by me Jos. C. Smith -

All my interest in the deed of trust executed by me to Seth R Williams trustee
 to H. J. Smith gone to Orren Vaughan both recorded in the County Court of
 Southampton - My interest in an undivided tract of land being the same
 whereof my mother Ann Smith died containing 50 acres more or less lying
 in Perquimans County North Carolina

A. M. Sebrall.

Jos. C. Smith

This is a Schedule delivered up by me William P. Croft - My right in a deed of
 trust executed by me to Matthew W Vaughan for the benefit of Jas. Wells.

William P. Croft

The foregoing Schedules were sworn to & Subscribed before me a Justice of the

Peace for Southampton County this 1st day of January 1844.

N. M. Sevell J P

Copius.

Teste L. R. Edwards Ck

A

Capt John R. Williams
Franklin

wa

Spoke to
Lester

May 9th 1852

Dear Sir

I received your note thro. the hands of Mr. A. B. Gardner in which you request my attendance at Franklin in order to take my Depositions in a suit at Law in which you are Plaintiff. I beg leave to say to you that I am interested in that suit and therefore must decline giving any testimony in that case either for or against it. You will permit me to offer a thought or two on the issue of that suit. Your letter implies that I have done you some favours, which I do not recollect any at all, it not having been in my power so to do but if not mistaken I can call to mind several actions of Kindness from you to me, and would suggest another that might be a favour indeed. It is well known by you at least that I have no other means for the support of a family of little ones only by dint of hard and incessant labour under adverse circumstances at present. as respects the law suit, if you succeed in getting a Judgment in your favor. Mr. Seth D. Wellens will not be at all affected by it in a pecuniary manner he will not care a straw for it in that respect. Mrs. Crofs will not be benefited by it, nor can I think you to set such value on Two Dollars & a half as to push in prosecution for it to the great detriment of the inoffending, nor am I willing to believe you could Pocket four or five Hundred Dollars of my property to the impoverishing a wife & four children when it is known that I have never had a Cent of its value in any way. It is true you as well as myself have the care of a family but you have never had the demands in this suit nor have you been at great cost in the purchase of the interest. In this view you would not

and could be affected but in very small manner
if you push the suit in order ^{to} wrest a sum
of money from Josiah C. Smith he will
laugh at you. Knowing that the weight
of it would fall upon my head only
in this view he will be no more concerned
than a Governor is when a cup of water is
thrown on his back in a dry summer day
Now my dear sir Can you in the face
of all these facts. Content yourself in harassing
me & more, Can you stand composed and
set ease and see me as it were doomed to
incessant labor in poverty to fill your
purse? I am slow to believe it but
such must be the case if you succeed
Yours Respectfully J. B. Johnson