

1853-041 SOUTHAMPTON COUNTY
CHANCERY PAPERS

LENOW VS. LENOW et al

11/1853

other surnames: Holland,
Drewry, Murfee, Oliver,
Lain, Womble

Lenox

} Papers

Lenox

Dec. 1840. Sp. En. on Fr. Lenox. Will
filed & C.P. & other Dfts.

Feb. 1841. Ans. of Fr. Lenox G. Rep. &c

Apr. Term. W.D. Wood Security for Costs
for Dft. J. S. Lenox. & ans. of said Dft
filed. H. Court.

Apr. R. set for hearing as to Dft. Frances
Lenox.

G. Rep. to ans. J. S. Lenox.

July. set for hearing as to Dft. J. S. Lenox.

Oct. Order to Speed the Cause, as to
Dft. J. S. Lenox.

1842 Apr. 5. Continued.

Oct. 11. Continued.

1844

May 5. Leave to amend bill & cause
sent to the Rules.

Nov 5. Decree for account.

1845

May - Continued

Oct. 21. Report

4.888 words (10000 words)

Clk.	\$14.17
Siff	2.50
Print	9.00
lens	5.00
Lens	<u>17.48</u>
	48 08

We the jury find for the defendant

Dan Williamson

Douglas Parker

Snow }
vs } Bill and
Senortals } Exhibits

Qir Apr Ct (1266 words)
Filed December Rules 1841

To the Hon Richard A Baker Judge of the Cir-
cuit Court of Law & Chancery in and for the County
of Southampton.

Humbly complaining sheweth unto your
Honor your Orator Jacob Senow of the County of Southampton
that James Senow and Joseph Senow are justly
indebted to him in the sum of One thousand six
hundred Dollars, due by bond bearing date the
20 day of June 1838 and payable three years
after date, which bond your Orator charges cannot
now be filed in this suit, because the said
Joseph Senow has clandestinely and unlawfully
obtained possession of the same & has either destroyed
or now conceals it. Your Orator moved represent
to your Honor that the said James Senow and
Joseph Senow have removed from the Common-
wealth of Virginia & are now residents of the State
of Tennessee, and by so residing out of the State
of Virginia, and by evading the process of the
Court; have put it out of the power of yr Orator
to obtain a judgment and satisfaction of his
just claim & demand + Your Orator moved
shew unto your Honor that the said Joseph
Senow one of the parties to the bond hereinbefore
named & described, is entitled at the death
of his mother Frances Senow to one fourth
part in value of certain bond & slaves
which was bequeathed to the said Frances
Senow for life, remainder to the said Joseph
Senow & others; all of which will more fully
appear by the last will & testament of Henry
Senow herewith filed and prayed to be
taken as a part of this bill. Your Orator
also charges, that the aforesaid Female for life

Frances Senon holds in her hands this interest
of Joseph Senon; which he hopes & believes will
be enough to pay & satisfy his demand -

Your Orator prays therefore that the said James
Senon, Joseph Senon, and the said Frances
Senon, the Tenant for life as aforesaid may be
made defendants hereto, with apt & proper
writs to charge them; and that they answer
the premises - that the said James Senon and
Joseph Senon may say on oath if they ^{are} not
justly indebted to your Orator by the bond here
before named & described - That the said
Frances Senon the life tenant as aforesaid, may
truly set forth and declare, what effects she
holds in her hands as Tenant aforesaid under
the title of Henry Senon & the increase of the
Slaves of any, and that the said Defendants
may be restrained from paying away or parting
with the same by sale, conveyance or other-
-wise, or from creating, conveying, or dispo-
-sing of in any manner of the same, or any
part thereof, until the demand of your
Orator with legal interest, & the cost of this
suit shall be satisfied, & the further order of
this Court; and that your Hon: will be pleased
to grant such other, and further general relief,
touching the premises, as may be equitable
& just, and that yr Hon: would grant to yr
Orator the Com: writ of ^{Sp. Ch.} commanding the Defd:
to stand to & abide such order & decree as to yr Hon:
may seem just & proper & yr Orator will ever pray.

Attest Jos Douglas
Wm. C. Parker 3 P. 5.

Genaw Answer
v.s. of
Genaw et al. Fran. Genaw

Filed January 22/1842

To the Hon. Richard V. Bates Judge of the Circ. Sup.
Court of Law & Chan. for the County of Dorchester
Answer of Francis Senaw to a bill of complaint
exhibited against her and others by Jacob Senaw
This defendt, saving and reserving to herself, now
and at all times hereafter, all manner of benefit and
advantage of exception to the errors, inconsistencies &
imperfections, in the complainant's said bill of com-
plaint contained, for answer thereto, or to so much there-
of as she deems it necessary for her to answer. Says-
That the bond for \$1600.00 mentioned in the complain-
ant's bill, was reduced by payments made in Sep-
tember 1840 to \$100.00, for which amount Joseph
Senaw executed a new bond to Jacob Senaw. That
this new bond for \$100.00 was left by Jacob Senaw
with this defendt; and about the 24th of last ^{May} ~~July~~
(1841) Jacob Senaw called on this defendt, and
desired her to give him the bond, saying at the same
time, that he intended enclosing it to Joseph and
James Senaw. That this defendt gave him (Jacob
Senaw) the bond, saw him write a letter, fold the bond
in it and hand it to a servant with direction to
give it to Mr Gaird the post-master; and this defend-
t afterwards learned from Mr Gaird that he reciev-
ed the letter, and had sent it on. This defendt
further says. That she has understood, but does not
know it of her own knowledge, that afterwards
Jacob Senaw received checks from Joseph and James
Senaw or one of them; one for about \$370.00 and another
for about \$200.00; and this defendt says, that she
herself has paid to Jacob Senaw about \$470.00 in
part of the bond for \$1600.00. This defendt, fur-
ther answers says. That the only property of which
she is in possession, in which Joseph and James
Senaw, or either of them, have an interest, consists of
the following slaves, who were allotted to this defend-
t as dower in her decd. husband's estate, to wit-
Hannah and her child Delila, Frederick, Lucy

and Sally-Bob who was one of the slaves allotted to her, has since died; ^{there are} ~~also~~ also two others, Jane and Muriel who were born since the division took place.

This defendant claims that she is in possession of any land in which Joseph and James Senaw, or either of them, have any interest, and for further answer says - That the only land allotted to her as dower in her husband's estate, consisted of two plantations; the one on which she now resides, which is devised in her husband's will to Lucretia Senaw, and the other known as the store tract, containing about 100 acres which is devised in her husband's will to Joseph Senaw - That sometime since, this defendant joined Joseph Senaw in a deed of conveyance of the last mentioned tract to one J. P. Outland for valuable consideration, which deed of conveyance is now on record in the clerk's office - And this defendant having answered, prays hence to be dismissed the Court with her reasonable costs in this behalf expended -

W. J. Goodwyn Atty

Dorchester County to wit

This day personally appeared before me, a justice of the peace for the County aforesaid, Francis Senaw and made oath that the facts contained in the above answer, are true to the best of his knowledge and belief - Given under my hand this 20th day of January 1842. ~~in the year~~

J. P. J. P.

Knows } Answer
as }
Knows } Geo Tenn
} Exhibit
} A

John S. Paddy

Filed April Term 1842

To the Honorable Richard W. Pa. Rev.
Judge of the Circuit Super. Court of Law & Chancery
for the County of Southampton

The separate answer of Joseph
Sinow to a bill exhibited in this Court
against him, ^{and James Sinow} Frances Sinow, by Jacob
Sinow.

This Respondent saving to himself &c for answer
to so much of said bill as he is advised it
is material for him to answer, says that the
charge contained in the Complainant's bill, that
this respondent ~~fraudulently~~ fraudulently got
possession and kept the bond of 1600 \$ due
the Complainant by James Sinow and this
respondent is absolutely and unqualifiedly
false. — There was such a bond. But
this respondent solemnly avers that it was
wholly and fully discharged by James
Sinow the principal — This respondent
calls for full and strict proof of every
allegation in the Complainant's bill, and is
advised that he must produce such proof
before he has any claim against this
respondent or any other person — Such proof
he has not and cannot produce, for as this
respondent has before said it does not
exist — Your respondent might here stop
but without admitting any claim in any
way of the said Complainant, will go
on and shew to you to your honor, not
by way of proving that he is not bound
in any way to said Jacob Sinow but
by way of discharging himself from

the imputations thus cast upon him by the
said Jacob Snow, that James Snow
did discharge the said bond and the
manner in which ~~the~~ said bond was
paid - and files with this answer
statement marked A, shewing every
payment made him - all of which payments
can be fully proved when it shall become
necessary. but as the Complainant has
produced not the slightest evidence of his
charges this respondent is advised that
he is bound to produce no evidence or do
any thing else, until the Compt. shall
sustain his charges by evidence, and having
answered, he prays to be heard & be
dismissed - - - - -

J. Snow

Southampton County to wit.

This day Jos
Snow personally appeared before me
a justice of the peace for the County afo^{re}
and made oath that the foregoing answer
contains the truth to the best of his knowledge
and belief - Given under my hand
this 1. Apr 1842

Chas Bacon

Lenow vs Lenow

The answer of Joseph Lenow was filed in April '42 and no step has yet been taken to procure the evidence to sustain his defence, which he says can be established when required; nor does he file any affidavit accounting for the delay - the mov. to continue is therefore overruled - the exceptions to the depositions are also overruled - the execution of the bond sued on being however admitted, in the absence of the plffs evidence, the plff should be entitled to a decree, because the alleged payment is an affirmative matter which the deft. ought to prove - the plff is entitled to a decree, but the nature of that decree will depend somewhat on the order made when Joseph Lenow was allowed to file his answer -

Sumner
is } written from
Sumner Kansas

W

To be entered

R. H. B.

1844 Nov. Term

Sumner } This way this cause came ~~and~~ in which
vs. } the Plaintiff appears to have proceeded in the mode
Sumner } previously taken by Law, against absent defendants,
against Sumner Sumner who their failing to appear
and answer, the Plaintiff. bill is taken for confessed as
to that defect: ~~and~~ the answer came in to be heard on
the bill answers of the defect Francis Sumner and Geo.
Sumner, applications therefor, exhibits, & examination of
witnesses, and was argued by counsel: and consideration
made the least with a judge & answer, that least.
Goodwyn, takes an account of the payments
made by virtue of the defendants. On account of
the bond of six hundred dollars, in the
proceedings mentioned - and make report to this
least: with any matters specially stated among
particulars by himself, on which may be relying
by virtue of the facts to be so stated

Linow

2. } Copy Done

Linow JP

Set for March 18/1846

publ: sent to Publ:

continued to the

16th. Sept. 1846

Southampton Circuit Superior Court November the 8th 1844.

Jacob Lenox

against

James Lenox. Joseph Lenox and Frances Lenox

Plff:

In Chancery

Def:

This day this cause in which the plaintiff appears to have proceeded in the mode prescribed by law against absent defendants against James Lenox who still failing to appear and answer the plaintiff's bill is taken for confessed as is that defendant, thereupon came on to be heard on the bill answers of the defendants Frances Lenox and Joseph Lenox replication, trusts, exhibits, examination of witnesses and was argued by counsel. On consideration whereof the Court doth adjudge and decree that Commissioner Goodwyn take an account of the payments made by either of the defendants on account of the bond of sixteen hundred dollars in the proceedings mentioned and make report to this Court with any matters specially stated deemed pertinent by himself or which may be required by either of the parties to be so stated -

Attesty.

Teste.

J R Edwards Cb

Simon }
m. } Dec.
Simon }

Nov 1816

1816 November Term

Senow } This day this cause came on to be further
 as } heard on the papers formerly read, and on
 Senow } the exceptions to the report - of Comd. Grosvenor
 pronounced at Nov. Term 1844. and on the special
 statement - of the said Comd. Marked (O) which
 special statement - the Court doth confirm.

On consideration thereof the Court doth adjudge
 order and decree that - the defendants, James
 Senow and Joseph Senow pay to the Plff. -

Jacob Senow the sum of \$368.83 with interest
 thereon from October 6th 1841. till paid, and his
 costs by him in this suit expended - and the
 Court doth further adjudge order and decree.

That - the Plff. of Southampton sell to the highest bid-
 der for cash after giving 30 days notice of the time &
 place of sale the undivided interest of Joseph Senow
 being one fourth part in the shares and their increase
 to wit Hannah Delilah Frederick Judy Sally Jane and
 Merit held by Francis Senow as her dower in the
 shares of her dec^d husband Henry Senow, and out of
 the proceeds pay the whole debt interest and costs.

But the Plff. is not to have the benefit of this decree
 until he shall have entered into bond with suffici-
 ent security in the Clerks office of this Court in a
 penalty equal to double the money decreed to be paid
 to the Plff. with such condition as the Court directs
 in case of absent Defts

Lenox & Co.
257 Co. Street
Lenox

1853 Nov. 21st

Southampton

Virginia: At a Court of Appeals, held at the State
Courthouse, in the City of Richmond, on
Monday, February 2^d 1852.

James Lenox and Joseph Lenox. appels:
against } upon an
Jacob Lenox. } appeal from
a decree pronounced by the circuit superior court
of law and chancery held for Southampton county,
on the twelfth day of November 1846, in a suit
in which the appellee was plaintiff and
the appellants &c were defendants.

This day came the parties by their counsel; whereupon
the transcript of the record of the decree aforesaid and
the arguments of counsel, having been maturely
considered, the court is satisfied by the pleadings and
proofs in the cause, that the bond of sixteen hundred
dollars, in the bill and proceedings mentioned, had
been reduced prior to the first of September 1840,
by payments to about the sum of seven hundred
dollars; that on the day last mentioned, a new
bond (whether executed by James Lenox or
Joseph Lenox does not distinctly appear) for the
said balance of seven hundred dollars was delivered
by the said Joseph to the appellee Jacob Lenox,
and accepted by the latter, in satisfaction and
discharge of the said balance. And that the
said bond of sixteen hundred dollars was
thereupon surrendered by the said Jacob to the said
Joseph. And that thereafter and prior to the
institution of this suit, the said bond of seven
hundred dollars was fully satisfied, by payments
made by the said James and Joseph. The court
is therefore of opinion, that the said circuit
superior court erred in adopting the special statement
of the commissioner as the basis of its decree.

and in rendering a decree against the appellants for the balance reported in said statement, and in ordering a sale of the property attached, and that it ought instead thereof, to have confirmed the original report of the commissioner and dismissed the bill. The court is also further of opinion, that notwithstanding James Lenow was regularly proceeded against as an absent defendant, and therefore according to the decisions of this court in the cases of Platt against Howland, tenth Leigh, five hundred and seven, and of Barber and Company against Pennell & sixth Gratlan, four hundred and forty two, had no right to appeal to this court on account of any error in the decree against him; yet that as Joseph Lenow filed his answer under the permission of the court, and thus entitled himself to the privileges of a home defendant, and succeeded, in the opinion of this court, as above indicated, in proving a defense which was in no respect personal, but established the satisfaction and discharge of the joint obligation on which the suit was founded, the appeal of the said Joseph necessarily brings under review, the propriety of the whole decree, and devolves upon this court the duty of correcting and reversing it, in favor as well of the said James as of the said Joseph; therefore it is decreed and ordered that the said decree be reversed and annulled, and that the appellee do pay unto the appellant Joseph Lenow his costs by him expended in the prosecution of his appeal aforesaid here. And this court proceeding to pronounce such decree, as the said circuit superior court ought have pronounced, it is further decreed and ordered, that the original report of the commissioner be confirmed, and that the bill of the appellee be dismissed

and also, that the said appellee, do pay unto the appellant Joseph Lenow his costs by him about his defence in the said circuit superior court expended.

Which is ordered to be certified to the circuit court of Southampton county.

Appellant Joseph Lenow's costs
in the Court of Appeals

\$50.02

Attest. J. Allen, C.

B. 56

To attach the monies, debts and effects of the defendants James Denon
and Joseph Denon with the hands of the defendant Thomas Denon, so that the
be returned from paying, conveying away, or disposing the debts by them
owing to, or the effects in their hands belonging to the said James Denon &
Joseph Denon until the further order of the Court.

Attest J. R. Edwards Clerk

Ordered that on 12/29/84

Denon

to } 3rd in lch.

Denon & Co

1841 December Rules

Executing by returning
a true copy to Francis
Denon & Co. 24/84
James Denon & Co
Denon. no what tanks

Copy Drawing out of
the bottom. 24/84

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *James Lenor Joseph Lenor and
Francis Lenor*

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

Jacob Lenor

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 *10* day of *November* 18*41*, in the *66* year of the Commonwealth.

L. R. Edwards

[One Copy to be delivered each Defendant.]

Jacob Senow

Please take notice that I shall proceed to
take the deposition of Abraham Kiddick Mary Hall
Wm Whitehead Francis Senow Shuecas Laine and
Others at Berlin in the County of Southampton
and State of N^y On the Twentieth day of Aug. 1844
between sunrise and sunset of said day. to be read
as evidence in a suit now pending in the Circuit
Superior Court of Law and Chancery for the County of
Southampton In which you are plaintiff and
and my self defendant And if from any cause
I am prevented from taking said deposition on
that day I shall proceed to take the said deposition
at the same place and between the same hours
from day to day of that week untill completed

Aug. 3^d 1844 —

Joseph Senow

Southampton County to wit

James D Macpherson personally appeared before
me a justice of the peace for the county aforesaid and made
oath that he delivered to Jacob Linow a true copy of the within notice
Saturday the tenth day of August (Inst) Given under my hand this
day of August Eighteen hundred and forty four. —

Wm L. Everett J.

Linow. Notice
to Linow

Mr. Jacob Linow. Take notice that I shall proceed
on the 10th day of Oct- 1844 between sunrise & sunset of
that day at the ~~house~~^{dwelling} house of John Womble on Cary
street in the City of Richmond Va. To take
the deposition of John Womble & there to be read as
evidence in a chancery suit now pending in the
Circuit Supr. Ct. of Law & chancery for the County
of Southampton Va. In which you are plaintiff
and myself defendant. If here and where you
may attend &c. If the said deposition should
not be taken on the aforesaid day then they
will be taken on the 11th of Oct- at the same
place and between the same hours your &c
Sept 12th 1844 - ————— J. Linow

October the 21. 1844. Samuel Apentury personally appeared
before me in the County of Sampson and made oath that he
delivered to Jacob Lenox a copy of the within motion by
or before the 30th day of September 1844.

Thos. Ridley J. C.

Lenox

Co. of Soldiers

Lenox J.

Filed October 21st '44

Southampton Circuit-Superior Court. Nov: 8th. 1844
Jacob Lenoir
against
James Lenoir, Joseph Lenoir and Francis Lenoir Defts.

Plff.

In Chancery

The above named parties are notified, that pursuant to an order of the Circuit-Superior Court for the County of Southampton, made on the 8th November 1844. I shall on the 18th day of March next, at 10 o'clock at the Commissioners office in Jerusalem, proceed to take the account therein required: at which time and place the parties are required to attend with the necessary evidence

W. S. Goodwyn
Commissioner

January 10th. 1845

Senow

2 } Notice

Senowse

2 March 18th 1845

March 1/1845

Snow

2

Genow

Appendix of
Perry's sketch

The undersigned affirms, to the best of his recollection, that in the year 1839, he paid to Jacob Lenoir eighty or ninety Dollars, or thereabouts, on a bond due to Lenoir, Lenoir, and left for collection in the hands of the said Jacob Lenoir. and for that he is unable to depose as relative to any monies paid on the aforesaid account of Lenoir, Lenoir

A. J. H. Burges

The undersigned affirms, to the best of his knowledge that in the year 1839 or 40 Jacob Lenoir presented a draft of ~~one~~ hundred & fifty dollars to me from some house in New Orleans & wished it cashed, I declined doing so, further I have not subscribed & come to before Ridley

me -
Thos. Ridley J. P.

The deposition of J. P. Drury taken agreeable to the subpoenaed notice, on the 26th day of October 1843, between the rising and setting of the sun on said day, at the house of Simon Mudge to be read as evidence in of said depositions in the Circuit Superior court of Law and Chancery for the County of Southampton on the charges, viz: then & when info. by the Deponent & Plaintiff - James Denow, Joseph Denow & Francis Denow, defendants.

In the year 1841, a writ came to my hands as deputy Sheriff against, James Denow, Joseph Denow & Francis Denow, in favor of Jacob Denow, for the benefit of Simon Mudge, returnable to the first Monday in September, on Tuesday preceding I effected for me Joseph Denow and Francis Denow at which time I had a conversation with Joseph Denow, in which he stated that he owed his brother Jacob money and ~~intended~~ to settle with him, before he went away but that there was not a good understanding between them, he offered me five or ten Dollars to go with him to Franklin to see his brother Jacob and settle their matters, which I declined, he then remarked that as Jacob had sued him he might get it by law.

Question by Jacob Denow.

Did you infer from the conversation with Joseph Denow that ~~James Denow~~ he owed any other monies, than the bond alleged to above.

Answer. I did, he remarked to me that he was ready to pay him his proportion of his father's estate, after had an account made up, for settlement, I advised him to go and see his brother Jacob and pay him as he was in want of money.

J. P. Drury
The above was sworn by Jesse Drury, said sworn to before me, this 26th day of Oct. 1843 at the house of Simon Mudge between the rising and setting of the sun

Given under my hand and seal this day
and date as before written. J. N. Munsell.

This deposition is accepted to for want of notice
as to both Jos. & James Lenow - It is also accepted
to, as being no witness against James Lenow -
Jos. Lenow's declarations & imprecations are not evidence
against James Lenow.

Gholson & Ridley imposed
on both

See

From of
recovery in
Case of
Gholson
vs. Lenow & others

Given to hand, Dec. 30/1843

Deceased

Deposition
before me

Given

J. N. Munsell

The de,
James Lenow
The

vs. Lenow

The deposition of Simon Murfu Lidia Murfu and
Eliza A Oliver taken this 28th day of October 1843
between them and Simon Murfu at the residence
of Simon Murfu agreeable to the annexed
Notice to be read as evidence in a suit
depending in the Circuit Superior Court of
Law & Chancery for the County of Sampson
On chancery side thereof Jacob Simon Purstiff
James Simon Joseph Simon & Francis Simon defendants

The deposition of Simon Murfu

This deponent says that in the year 1839 Jacob
Simon put into his hands a note executed by
James Simon & Joseph Simon for the sum of fifteen
hundred dollars now payable to Jacob Simon and
on demand in June 1841 This deponent returned
said note to Jacob Simon some time in the year
1839 he often ^{heard} Jacob Simon say that he had left
said note in the hands of his mother Francis
Simon but he always said to me it was not set-
tled this deponent says that in the last week
of August 1841 Joseph Simon came to his house
and asked him to take a walk to themselves
& while in conversation Joseph Simon stated that
he & his Mother Francis had sent seven hundred
dollars to Richmond subject to Jacob Simons order
to bring money they owed him This deponent
says while in conversation he asked Joseph
Simon where the note for fifteen hundred dollars
was which Jacob Simon left with his mother
he said he had got it in the deponents

asked him if he got it from Jacob he said
we have got it the deponent asked him
if it had been paid he said it made
no difference we have got it in possession
further this deponent says not

The above was taken down to before me this day at the house of
Simon Murphy being under my hand and seal this 28th day Oct. 1843
H. T. Smith J.P.

The deposition of Fideia Murphree

1st Question by P. H. T. Did Joseph Snow come here in
the month of August 1841

Answer He did

2nd Question by P. H. T. Did Joseph Snow ask Simon Murphy
to take a walk with him

Answer They did & they walked out together

3rd Question by P. H. T. Did you or did you not see Simon
Murphy ask Joseph Snow on their
return when near the house where
was the note of fifteen hundred dollars
which Jacob Snow left with his mother

Answer I did see Simon Murphy ask Joseph
Snow where was the note of fifteen
hundred dollars which Jacob Snow
left with his mother

4th Question by P. H. T. What was Joseph Snows answer
to Simon Murphy

Answer Joseph Snow said we have got
it in further this deponent says
= the note Fideia Murphy
mark

The deposition of Eliza A. Oliver

1st Question by P. H. T. Did or did I not put in your
hands in the year 1838 a Bond ag-
=ainst James Snow & Joseph Snow
for sixteen hundred dollars made
payable to me

Answer

2nd Question by P. H. T. Did Joseph Snow come to the
place in August 1841

Answer

Yes Sir

3rd Question by P. H. T. Did Joseph Snow & Simon
Murphy take a walk during his
stay here

Answer

They did

4th Question
Did you see them in conversation
when absent from the house

Answer

I saw them apparently in conversation
but not near enough to hear
what was said I being up stairs
Further this deponent says not

Eliza A. Oliver

The foregoing deponent first being sworn to answer such
questions as might be propounded answered as above

Given under my hand and seal this 28th Oct. 1843
at the house of Simon Murphy

H. T. Smith J.P. Given

Came to hand sealed Oct. 30/1844

James

Depositions

Came to hand sealed Oct 30/1844

These depositions are excepted for want of notice to James & Jacob Lenox - They are also excepted to, because Jos. Lenox cross-examines and details - They are no evidence against James Lenox - Iria or Murphy's deposition is also excepted because it details the statements & conversations of Jos. & Lenox the plff.

Reddy, J. H. S. M.

Wm. C. S. S. S. S.

May 1844. A writia then the paper, is now filed. The depositions had already been taken & signed in this state. But even after doing so the writia, these depositions can not be read. The writia is to take depositions on the 26. Oct. 1843, & to continue from day to day. These are taken 28th Oct; & there was no continuation given by the Justice -

Reddy, J. H. S. M.

Lenon

2 } Dep. of F. Lenon
H. L. Linn

Lenon

Came to hand ~~delivered~~ Sept. 16. '44

To the

Clerk of the Circuit Supr. of Law
and Chancery,

The Depositions of Mrs Frances Lenow & Sugars Lain taken before me William DeFord a Justice of the Peace for Southampton County, pursuant to notice, and hereto annexed, at the Store of A. J. Vellins & Co at Berlin, between the hours of sunrise and sunset, of the 20th of August 1844. to be read as evidence in a Chancery suit, now pending in the Circuit Sup: Court of law and Chancery, for Southampton County Va in which Jacob Lenow is Plaintiff, and Joseph Lenow is defendant. - ~~The Depositions being~~

~~first sworn depositions and depositions.~~
Mt. Sugars Lain being first duly sworn deposes and says - that some three or four years ago I was called on by Jacob Lenow to Credit a bond amounting to Sixteen Hundred dollars, - executed by James & Joseph Lenow to Jacob Lenow - and did endorse on said bond a credit of Four or Five Hundred dollars - I also received the Half of a Hundred dollar bill from Joseph Lenow some time after which I was requested to pay over to Jacob Lenow as a credit to the above bond - which I did and have said Lenows rec^t now in my possession - Question for the defendant - Did you or did you not receive a letter about the latter part of May 1841 from Hannah the House Maid of Mrs Lenow directed to Joseph Lenow of Tenn. -

Answer. I did and mailed this same.

Sugars Lain

The Deposition of Mrs Frances Lenow. being duly sworn.
deposeth & says

That Jacob Lenow brought a bond to me amounting to sixteen hundred Dollars executed by Joseph and Jas. Lenow requesting that I would take care of it. on which I afterwards paid him between four and five hundred Dollars which Mr. Lain credited, and I continued to retain it in my possession for some time after, until a dispute went took place between Jacob and Joseph Lenow at my house, when Joseph Lenow took in the sixteen hundred bond, and executed a new bond for seven hundred Dollars, which I was requested still by Jacob to retain, as he did not wish his wife to know that the original bond had been reduced to so small an amount, at the same time putting a cross mark on it by which I might distinguish it. and Joseph Lenow some short time after paid over to Jacob Lenow the sum of two hundred Dollars. - Jacob after this called on me for the bond last put into my possession, stating that he intended to enclose it to Joseph Lenow, hoping it would induce him the sooner to sell it off and enclosed it at my house, with directions to give it to my House maid Hannah for her to deliver it to Mr. Lain who was then P.M. at Berlin requesting him to mail it, this was on Friday preceding the Monday on which it was mailed; the cause of its being delivered to Hannah was, that I was about to leave

home to attend an association, which was then holding in Nanssemond, I think in the latter part of May 1841. -

Frances ^{her} X Lenow.
mark

The foregoing depositions were taken before me at the place and time aforesaid.

Wm. H. Hood J.P.

The Deposition of John
Womble.

Lenon

to } Deposition

Lenon Jr

Came to hand Reals Actder

21st 1871.



The Deposition of John Womble of the City of Richmond, Taken before me (C. Maurice Smith, a Notary Public for the City of Richmond, this 10th day of October 1844, between the hours of 12 O'clock A.M. and 3 O'clock P.M., at the ~~residence~~ store of the said John Womble, in the City aforesaid, to be read as evidence, in a suit in Chancery, now depending in the ~~Prothonotary~~ Circuit Superior Court of Law & Chancery, for the County of Southampton, between Jacob Senow & James Senow and others.

The Deponent John Womble, being first duly sworn on the Holy Evangelists, deposes and swears as follows, in answer to the following interrogatories.

1st question by Wm. P. Menford, Counsel -

State the transaction between yourself and James Senow of Tennessee, respecting a draft for \$500, transmitted to you by him in 1841?

Answer - In June 1841, I received a letter

from James Senow, ^{of Tennessee,} enclosing a draft, drawn by Benjamin Mosby, on David Anderson Junior, of Richmond, Virginia, for \$500, at four months, from the 1st of June, which said draft was paid in Bank of Virginia, on the 4th of October 1841; and on the 6th of October 1841, I made a statement of the account with ^{said} James Senow, and also forwarded ^{said} duplicate to ^{Jacob} ~~James~~ Senow of Southampton, and ^{said} ~~James~~ ^{Jacob} Senow of Southampton, a check drawn by the Bank of Virginia, on the Branch Bank of Virginia, at Norfolk for \$367, and at the same time forwarded to Mrs Francis Senow, of Southampton, a check drawn ~~on the same way~~ by the Bank of Virginia, on the Branch Bank of Virginia, at Norfolk, for \$120, which two amounts, added to \$13, my charge of commission and postage, accounts for the manner in which the \$500, received on the above alluded to draft, was disposed of: all of which was done by direction, or directions received from James Senow, either by letter, or in person. All of which will more fully appear by reference to the

Paper marked A, containing duplicate letters and accounts, and hereto annexed.

2^d question by same - State whether the original instructions of James Senow respecting the payment to Jacob Senow of \$500, was subsequently countermanded by the said James Senow?

Answer. It was, either by letter or in person - and further this Deponent saith not.

Mr. Mosby

The foregoing Deposition was taken, sworn to, and subscribed by at the time and place mentioned in the Caption, before me, a Notary Public for the City aforesaid. Given under my hand and seal of office this 10th day of October 1844.

(s) Maurice Smith Notary Public

Womble's Statement

A.

This is the paper money
 I referred to in my
 John Womble's depo-
 sition.
 Ch: Maurice Smith
 Notary public

A

Mr James Lenox

1841.

Octo. 4.

On af with John Womble
 By This amount received from D. Anderson Ins.
 on your draft Bk of Va \$500.00
 To Postage & Commission \$13.00
 " Check in favor Mrs. J. Lenox on
 Bk of Va. Norfolk 120.00
 " Check in favor Jacob Lenox on
 Bk of Va. Norfolk 367.00
 \$500.00 \$500.00

Mr James Lenox

Rich. Land, Senior

Richmond 6th Octo. 1841.

Sir. Above you have a statement of
 your af in full. Shewing the whole amount in my hands paid ac-
 -able to your directions.

Very respy John Womble

Mr James Lenox

1841.

Octo 4.

On af with John Womble
 By This amount received from D. Anderson Ins.
 on your draft Bk of Va \$500.00
 To Postage & Commission \$13.00
 " Check in favor Mrs. J. Lenox on
 Bk of Va. Norfolk 120.00
 " Check in favor of Jacob Lenox on
 Bk of Va. Norfolk 367.00
 \$500.00 \$500.00

Mr Jacob Lenox

Franklin Depot. S. Ampton City, Va

Richmond 6th Octo. 1841.

Sir. Above you have statement of af with
 James Lenox in full. Shewing enclosed you a check on the Bk. Va. at
 Norfolk, payable to your order, for Three hundred & Sixty Seven
 Dollars (\$367.) the balance of the af due, say \$120.00 is enclosed
 to your Mother, Mrs. J. Lenox, Berlin T.O. So. Ampton County, Va.
 all of which is in conformity to the order of Mr James Lenox.

Very respy John Womble

Mrs Frances Lenoir

Berlin N.C. So.ampton County, Va

Richmond Oct. 6/41.

Madam. At the direction of Mr James
Lenoir I now enclose herewith a check on Bk. Va. Norfolk, payable
to your order for One hundred & twenty Dols.

Very respy
John Hombly
(H)

Pro. Mr. Hollands

at position

Deposition of John M. Holland taken before M. S. Goodwyn Comr.
at his office in Jerusalem on the 16th September 1845; to be read as
evidence in a certain matter of account before said Comr.
between Jacob Lennow pl^{ff} and James Lennow, Joseph Lennow
and Francis Lennow de^{ft}s:-

The deponent being duly sworn says. I was present at Mrs
Francis Lennow, I think in 1842, but am not positive as to the time,
with Jacob Lennow and Joseph Lennow. Jacob asked his mother
Francis Lennow, to pay off the bond of \$700, which he had
paid over to Capt. Murphy; Mrs Lennow replied that if he
had made a bond and given it to Capt. Murphy, he the
said Jacob might pay it himself, that she would have
nothing to do with it. That she expected to have to pay
Mrs Rebecca Stephenson the sum of \$100, security mo-
ney, for him; Jacob Lennow replied that she should
not pay it: That his brother Joseph Lennow might
write to Mr Womble of Richmond to send her \$120
out of the \$500, which he had in his hands due him.
Mrs Lennow, some month or two, afterwards received
a check from Mr Womble of Richmond for \$120-
which I collected for her. In the fall of 1842- after Jos-
Lennow had returned to the west. he wrote me a letter
enclosing \$13 or 14 \$- I think \$14- as the balance due
Jacob Lennow, stating in his letter that Mr Womble had
charged about that amt for Comrs: And the amt which
he had first sent Womble would want about that amt
of paying the debt due Jacob. I paid over the amt sent,
to Mrs Francis Lennow under the instruction of Joseph
in his letter -

J. M. Holland

Subscribed and sworn to before
me this 16th day of Sept: 1845-

M. S. Goodwyn Comr:

Produced and examined by me and the deponent
J. M. Holland and the deponent J. M. Holland and the deponent J. M. Holland

That part of the above deposition
which relates to the letter sent
by J. Lennow to the deponent

is copied to, because the letter

itself would not be admissible
as evidence in the case.

It is for pl^{ff} -

Lenox

2 } Or. Pub

Lenox &

Copy posted at C^t House door
Dec 10/1841

At Rules holden in the Clerks Office of the Circuit Superior Court of Law
and Chancery for the County of Southampton on the 6th day of December 1841
Jacob Lenor

Plff.

against

James Lenor, Joseph Lenor & Francis Lenor

Def.

In Chancery

The defendants James Lenor and Joseph Lenor not having entered their appear-
ance and given security according to the act of Assembly and the rules of this Court
and it appearing by satisfactory evidence that they are not inhabitants of this country
it is ordered that the said defendants do appear here on the first day of the next
Term and answer the bill of the plaintiff, and that a copy of this order be forth-
with inserted in some newspaper published in the Town of Petersburg for two
months successively and posted at the front door of the Courthouse of this
County

A Copy. Teste. L. R. Edwards Clk

Lenox

~ { Proof Pub.

Lenox &c

1843 April 7th

IN CHANCERY.—VIRGINIA.—At Rules holden in the Clerk's Office of the Circuit Superior Court of Law and Chancery for the County of Southampton, on the 6th day of December, 1841:

Jacob Lenow,

Plff.

AGAINST

James Lenow, Joseph Lenow and Frances Lenow,
Defts.

The defendants, James Lenow and Joseph Lenow, not having entered their appearance and given security according to the Act of Assembly and the Rules of this Court, and it appearing by satisfactory evidence that they are not inhabitants of this country—It is ordered, that the said defendants do appear here on the first day of the next Term, and answer the bill of the Plaintiff; and that a copy of this order be forthwith inserted in some newspaper published in the town of Petersburg, for two months successively, and posted at the front door of the Courthouse of this county.

A copy—Teste,

dec 14 w8w

L R EDWARDS, c c.

Petersburg p 5.52

Town of Petersburg, Va. Wit.

Personally,

appeared before me (an Alderman of said Town) John D. Greenwood Clerk of the District General Office, and made oath that the annexed order of Publication, has been published for eight weeks successively, from under my hand this 30th day of March 1842.

James D. Coyle A.C.

Simon
ms (Chy Sint
Simon
further notes
and papers.

TO JAMES AND JOSEPH LENOW

As you are not inhabitants of this Commonwealth, and have no Agent or Attorney within the Commonwealth, known to me, I take this means of informing you that on Thursday, the 26th day of October next, between sun rise and sun set, at the residence of Simon Murfee, in Southampton County and State of Va., I shall proceed to take the depositions of Jesse Drewry and others, to be read as evidence in a suit depending in the Circuit Superior Court of Law and Chancery, for the County of Southampton, on the Chancery side thereof, wherein I am Plaintiff and yourselves and Frances Lenow are Defendants; and if from any cause I am prevented from taking said depositions on that day, I shall proceed to take the said depositions at the same place and between the same hours from day to day, of that week until completed,

Yours,

JACOB LENOW.

Appld super Aug 11 1843

TO JAMES AND JOSEPH LENOW

As you are not inhabitants of this Commonwealth, and have no Agent or Attorney within the Commonwealth, known to me, I take this means of informing you that on Thursday, the 26th day of October next, between sun rise and sun set, at the residence of Simon Murfee, in Southampton County and State of Va., I shall proceed to take the depositions of Jesse Drewry and others, to be read as evidence in a suit depending in the Circuit Superior Court of Law and Chancery, for the County of Southampton, on the Chancery side thereof, wherein I am Plaintiff and yourselves and Frances Lenow are Defendants; and if from any cause I am prevented from taking said depositions on that day, I shall proceed to take the said depositions at the same place and between the same hours from day to day, of that week until completed,

Yours,

JACOB LENOW.

sep 30—Flaw td

Norfolk Borough, to wit:

On this 21st day of March 1844, personally appeared before the undersigned, an Alderman of the Borough aforesaid, Thomas G. Broughton, who made oath that the annexed notice was published in the Herald a Newspaper printed in said Borough, for the period of four weeks commencing 30th Sept 1843.

Given under my hand and seal the day and year above written.

Wm D. Delany Mayor

Mr James W. Murfee

1843

Aug 24

To Advertising in the Herald, notice of Jacob Lenow to James & Jos. Lenow

\$3..

Sept 30 To do do renewed this day

3..

Deduct on acct \$6..

Rec pay of second insertion

\$5..

The Borough for Wm

IN CHANCERY—Southampton Circuit Superior Court, November 8, 1844:

Jacob Lenow,

Pl'tiff

AGAINST

James Lenow, Joseph Lenow and Francis

Lenow,

Def'ts.

This day this cause in which the plaintiff appears to have proceeded in the mode prescribed by law against absent defendants, against James Lenow, who still failing to appear and answer the plaintiff's bill is taken for confessed as to that defendant; thereupon came on to be heard on the bill, answers of the defendants, Francis Lenow and Joseph Lenow, replication thereto, exhibits, examination of witnesses, and was argued by counsel: On consideration whereof, the Court doth adjudge and decree that Commissioner Goodwyn take an account of the payments made by either of the defendants on account of the bond of sixteen hundred dollars, in the proceedings mentioned, and make report to this Court, with any matters specially stated, deemed pertinent by himself, or which may be required by either of the parties to be so stated.

A copy—Teste,

L. R. EDWARDS, c. c.

COMMISSIONER'S OFFICE, }
December 16th, 1844. }

The parties interested in the above decree, are hereby notified that I shall proceed to take the account therein required, at the Commissioner's Office in Jerusalem, Southampton county, on Tuesday the 18th day of March, 1845, at which time and place, at the hour of 10 o'clock, the parties are required to attend with the necessary evidence. WILLIAM S. GOODWYN,

dec 25—w w Commissioner in Chancery.

Town of Petersburg, TO WIT:

THIS DAY personally appeared before me, an Alderman for the Town of Petersburg, *James Brunet for*

merly Editor of

THE REPUBLICAN,

a newspaper published in the Town aforesaid, who made oath that the Order of Publication, of which the annexed is a copy, has been regularly inserted in said newspaper once a week for *six weeks* successively.

Given under my hand and seal, this *5th* day of *November*, in the year of our Lord one thousand eight hundred and forty-*five*.

John T. ... } SEAL }

Printer's Fee,

\$3.50

Lenow

52 } Com: Report

Lenow

October 4th. 1843

Lenow

Lenow

Commissioners office
September 16th 1845

Pursuant to an order of the Circ. Sup. Court of 17th 1844, the parties interested had due and proper notice to attend at the Commrs. office on the 18th March 1845 for the purpose of taking the account therein required. By consent of counsel on both sides, the account was postponed to the 22nd April, at which time, in consequence of the absence of John M Holland, a material witness who had been summoned to attend, the account was continued to this day. The only testimony heard before the Commrs independent of the record consists of the affidavits of A. S. H. Burgess & A. Friedrichs and the deposition of John M Holland taken before the Commrs; which are here with filed.

The Commissioner therefore, begs leave to report, that the bond for sixteen hundred dollars mentioned in the proceedings was reduced, in a settlement between Joseph and Jacob Lenow, to the sum of seven hundred dollars, for which amount Joseph Lenow executed a new bond to Jacob, and short time afterwards, Joseph Lenow paid to Jacob the sum of two hundred dollars in part of said last mentioned bond. On the 6th October 1841, the sum of three hundred sixty seven dollars was remitted to Jacob Lenow, by John Wornble of Richmond, by order of James Lenow and at the same time the further sum of one hundred twenty dollars was sent by the same, to Francis Lenow, at the request of Jacob Lenow having a balance of thirteen dollars principal due on said bond on the 6th Oct: 1841.

The Commrs. states specially that there was no evidence before him to show that any other debt was due Jacob Lenow by James or Joseph Lenow, than the bond of \$1600 - and therefore he is bound to presume that the payments made by Joseph & James Lenow, or their order, were made on account of said bond, or rather on account of the bond for

All of which is respectfully submitted

M. S. Goodwyn

Роман.

Forms: fee - \$5.00

changed to Francis Lerner

M. S. Goodwyn Comm.

[Faint handwritten notes, possibly bleed-through from the reverse side.]

Lenox

2 { Deane

Lenox

Deane -

Lenox
to {
Lenox

Exceptions by M^{rs} to the report of Commr.
Lodgyn made in this cause according to an
order entered Nov 8th 1844

The report of the Commr. is excepted to because it
it is not sustained by the evidence in the cause.
He has taken as the basis of the act the principle that
the bond given Sept 7th 1840 for \$700 closed all matters
of account and that he would not look behind the
settlement alleged to have taken place at that time;
and pursuant to this principle he has not required proof
of the payments by which it is stated the original bond was
reduced to \$700 but has assumed the execution of that
to be conclusive in this respect. The proofs are not
such as to justify the Commr. in assuming the conclusiveness
of the settlement made Sept 7th 1840. The principle adopted
by the Commr. in making up the act is objected to also
because the defendant has set up no such defence, but
on the contrary states in his answer the manner in
which the \$1600 bond was discharged. The report is ex-
cepted to also because the Commr. has improperly placed
the credit for \$200 on the \$700 bond when in truth it
was applied to the payment of the original \$1600 bond

Len

Snow

2 } Com: Report

Snow

reformed



Lenow

2

Lenow &c 3

Commissioners Office

Nov: 10th 1846

Pursuant to an order of Court, recommending the report of the Comrs. made under the order of Nov: 8th 1844, the Comrs. beg leave to report the following

James Lenow and Joseph Lenow

In account with Jacob Lenow

To amt of bond due Jacob Lenow. 20th June 1841

\$ 1650.00

By amt paid 20th June 1841

\$ 450.00

" " "

200.00

" " "

100.00 - 750.00

" bal. due

\$ 850.00

" Int. thereon from 20th June to 6th Oct: 1841.

19.83

" Amt due 6th Oct: 1841

\$ 869.83

" Amt two drafts paid through Wmble

\$ 487.00

" " paid to elrs Lenow.

14.00

501.00

To bal. due James & Jacob Lenow -

\$ 368.83

with Int. thereon from the 6th Oct: 1841

Respectfully submitted

W. S. Goodwyn

Comrs.

Henry Lenors Will

Lenors

& } Exh: with bill

Lenors &c

I Henry Lenoir of the County of Southampton and State of Virginia do hereby make my last will and Testament in manner and form following that is to say -
Item: I lend to my wife Francis Lenoir my plantation wherein I now reside during her natural life - Item: I do lend her a negro man Jerry and his wife Hannah also during her natural life with their two children -
Item: I also lend her my Carriage with two cream horses only during her natural life - Item: I give and bequeath also to her fifty barrels Corn and two thousand pounds fodder and five thousand pounds of Bacon -
Item: I lend to her two stills of her own choice with wormy and Sutz and all my empty barrels - Item I give and bequeath to her one thousand dollars to her and her heirs - Item I give and bequeath to my son James Lenoir my plantation known by the name of Beals place to him and his heirs - Item: I give and bequeath to him two hundred dollars to him and his heirs - Item: I give and bequeath to my son Joseph Lenoir my plantation named Berlin formerly by Wapaz place with all the adjoining Land included in that body to him and his heirs - Item: I give and bequeath to him the sum of one thousand dollars to him and his heirs - Item: I give and bequeath to him also two stills next choice with wormy and apparatus - Item: I give and bequeath to my son Jacob Lenoir the whole of my Doby tract of Land with all the Land adjoining the same to him and his heirs - Item I also give and bequeath to my son Jacob Lenoir the sum of five hundred dollars to him and his heirs - Item: I also give him the tract of Land which I purchased of the heirs of John Power. Also two tracts or parcels of Land which I purchased of Samuel Power to him and his heirs - Item: I give and bequeath to him one still and worm next choice - Item: I give and bequeath to my daughter Henrietta Lenoir all my land lying in Franklin County N.C. to her and her heirs - Item: I also give to her five hundred dollars to her and her heirs - Item: I give and bequeath to my Daughter Louisa Lenoir after the death of my wife the plantation wherein I now reside with all the lands in that body - Item I give and bequeath to her the sum of five hundred dollars to her and her heirs - Item: I give and bequeath to her my best Clock which is now in my house to her and her heirs - Item I give and bequeath to my niece Martha Williams my plantation which I bought of Amos Drury to her and her heirs - Item: I give and bequeath to her two hundred dollars to her and her heirs forever -
Item I desire after the decease of my wife Francis Lenoir I wish that all the property I did lend to her to be equally divided between my children Joseph Lenoir Jacob Lenoir Henrietta Lenoir and Louisa Lenoir - Item I give the Land which I purchased of the heirs of John Power devise to my daughter Henrietta Lenoir -

Henry

I give and bequeath to my son Joseph Lenoir provided he pay to Henrietta Lenoir and Louisa Lenoir One hundred dollars each The plantations around Hill near the forks of the road with all the Land adjoining that tract to him and his heirs - Item I desire after my decease all the rest of my Estate both real and personal of what nature or kind soever it may not be in here particularly disposed of to be sold to the highest bidder and after paying all my just debts the balance to be equally divided between my children Joseph Lenoir Jacob Lenoir Henrietta Lenoir and Louisa Lenoir. And Lastly - I do hereby constitute and appoint my wife Francis Lenoir my executrix of this my last will and Testament - In Witness whereof I have hereunto set my hand and affixed my seal this 12th day of January 1833

Signed sealed and delivered

In presence of

Bra Melton

Thurgood Lenoir

Jno H Darden

Henry Lenoir (Seal)

At a Circuit Superior Court of Law and Chancery held for the County of Southampton on the 2^d day of April 1833

Joseph Lenoir

Against
Francis Lenoir

Appellant } Upon an appeal
from an order of
Appellee } the County Court of

Southampton made on the 14th day of March 1833

refusing to admit to record a certain writing bearing date the 14th day of January 1833 as the true last will and Testament of Henry Lenoir deceased. This day came the parties by their Attorneys

and doing witnesses, were sworn and examined and sundry papers and proceedings of the County Court of Southampton respecting a writing bearing date the 14th day of January 1833 offered for proof in the said County Court as the will and Testament of Henry Lenoir deceased read and the parties aforesaid by their Counsel fully heard. It seems to the Court here that the said Henry Lenoir deceased at the time of executing the writing aforesaid dated the 14th day of January 1833 was of sound and disposing mind and memory and that he was under no undue influence and that the same was duly executed and attested according to Law and that the order of the said County Court is erroneous. Therefore it is considered by the Court that the same be reversed and annulled and that the said writing of the 14th of January 1833 be recorded here as the last will and Testament of Henry Lenoir deceased and that the appellant recover against the appellee his costs by him in this

Account expended -

West James, Rochelle & Co

Happy

West L R Edwards & Co

Holden
(A)

Payments made by James Snow on a \$1600 ^{Bond} Ex-
ecuted to Jacob Snow 20 June 1838 three years
after date. -

1839

Oct. 26. Remitted to J. M. Holland the half ^{Dollars}
of 100 \$ V.^a Bill. The corresponding half } 100
half Endorsed to Jacob Snow

1839

Paid by Frances Snow in presence
of Elizabeth Linn in No. Drawings, Lick. } 475
Branch's notes & Cash

1840.

Sept 1st

Paid by Joseph Snow in presence
of Jos. P. Holland. Frances Snow. } 240.

\$ 815

On this day Sept 1. 1840. Joseph Snow made
a settlement with Jacob Snow and ~~parties~~
in the bond of \$1600. and handed him
over James Snow's note for 750 \$ payable
on the 1st Sept 1841. in the presence
of Frances Snow.

Spring of 1840. Remitted J. Linn the half of
a 100 \$ V.^a Bill. The corresponding half } 100
to Jacob Snow

May 1841. Check on V.^a Bank sent by Grat-
inger & Co of New Orleans to
Jacob Snow's address } 150

1841

Oct.

Check on Bank sent to Jacob Snow
by John Womble of Richmond } 367

1841

Oct.

Check on Bank sent to Frances Snow
by John Womble of Richmond - sent
to her by Jacob Snow's request
made to Joseph Snow. in presence
of John M. Holland } 120

Remitted by James Snow
~~to J. M. Holland~~ which was
also paid over to Frances Snow
at the request of Jacob Snow } 14

\$ 751

Lenon

is } Bond

Lenon Jr

Know all men by these presents that we ~~William Clarke~~
Edward W Mapenburg principal & William W Clarke security
are held and firmly bound unto James Lenox & Joseph Lenox in the
just and full sum of Eleven hundred & twenty one dollars, forty eight cents
good and lawful money of Virginia. To the payment whereof well and
truly to be made we bind ourselves our heirs executors & administrators
jointly and severally firmly by these presents, sealed with our seals
and dated this 6 day of August 1847.

The condition of the above obligation is such that whereas in a suit
pending depending in the Circuit Superior Court of Law & Chancery
for Southampton County on the Chancery side thereof between Jacob Lenox
Plaintiff and James Lenox, Joseph Lenox & Frances Lenox Defendants
it was on the 12th day of November 1846 adjudged, ordered and
decreed that the defendants James Lenox & Joseph Lenox pay to the
plaintiff Jacob Lenox the sum of three hundred and sixty eight dollars
eighty three cents with interest thereon from October 6th 1841 till paid
and his costs by him in this suit expended. And the Court further adjudged
ordered and decreed that the sheriff of Southampton County sell to the
highest bidder for cash after given thirty days notice of the time & place
of sale the undivided interest of Joseph Lenox being one fourth part in
the slaves & their increase to wit, Hannah, Delilah, Frederick, Judy,
Fanny Jane and Merit as her dower in the slaves of her deceased husband
Henry Lenox and out of the proceeds pay the whole debt interest and
costs. Now if the said Jacob Lenox shall abide such future order as
may be made for restoring to the said James Lenox & Jacob Lenox
whatever money he shall receive under the said decree with interest
thereon upon their the said James Lenox & Joseph Lenox appearing
within the time prescribed by law, and answering the bill in the said
suit then the above obligation to be void or else to remain in full force
and virtue.

Witness

Ed Mapenburg
W. Clarke

Seal
Seal
Seal
Seal

Southampton Circuit Superior Court. Clerks Office Aug 6 1847

This day William DeLarke

personally appeared before the Clerk of the Circuit Superior Court of Law and Chancery for Southampton County, and made oath that ~~the~~ ^{his} ~~he~~ ^{is} worth after the payment of all ~~his~~ ^{his} debts the sum of One thousand one hundred & Twenty one $\frac{4}{100}$ the penalty of the within bond. Given under my hand this the day & year aforesaid.

L R Edwards Clk

[Faint, mostly illegible text, likely bleed-through from the reverse side of the page.]

[Circular stamps and faint handwritten notes at the bottom left corner.]

Lenox

ω } Dup. Bond

Lenox *ff*

75
18
—
98

I know all men by these presents that we James Senor. Frances Senor
by William Clarke

are held and firmly bound unto Jacob Senor in the just and full sum of
One thousand one hundred forty dollars fifty two cents —
to be paid to the said Jacob Senor his certain attorney his executors administrators
or assigns: to the payment whereof well and truly to be made be bind ourselves
our heirs executors and administrators. jointly and severally firmly by these
presents sealed with our seals and dated this 30th day of August. 1848.

The condition of the above obligation is such that whereas James Senor
and Joseph Senor have preferred to the Court of Appeals at Richmond a
petition for a writ of Supersedeas to a decree of the Circuit Superior Court of
Law and Chancery for the County of Southampton rendered on the twelfth
day of November 1846 in a suit therein pending in which Jacob Senor
was plaintiff and James Senor. Joseph Senor and Frances Senor were
defendants whereby it was adjudged, ordered and decreed that the defendants
James Senor by Joseph Senor pay to the plaintiff Jacob Senor the sum of
three hundred and sixty eight dollars and eighty three cents with interest thereon
from October 6th 1844 till paid and his by him in that behalf expended.
And the Court further adjudged, ordered and decreed that the Sheriff of
Southampton sell to the highest bidder for cash after giving thirty days
notice of the time and place of sale the undivided interest of Joseph
Senor, being one fourth part in the Slaves and their increase to wit.
Hannah Delilah, Frederick, Judy, Sally, Jane & Gerret held by Frances
Senor as her dower in the Slaves of her deceased husband Henry Senor
and out of the proceeds pay the whole debt, interest and costs. And the
said Court of Appeals have allowed the Supersedeas prayed for, upon the
terms provided by law, and has fixed the penalty of the bond to be double
the amount decreed against the said defendants James Senor & Joseph
Senor. Now if the said James Senor & Joseph Senor their Executors or
administrators shall prosecute the said writ with effect or shall well and
truly pay the amount of the ^{decree} judgment aforesaid of the Circuit Superior
Court of Law and Chancery and all such costs and damages as shall be
awarded in case the said ^{decree} judgment shall be affirmed then the above obligation

To be void or else to remain in full force and virtue.

Witness

J.R. Edwards

James Senior 
Francis ^{his} Senior 
W.D. Clark 

Southampton County, Sheriff Superior Court Clerk's Office. Aug 30. 1848.

Francis Senior, the ^{and William Clarke} ~~seventy~~ to the within bond made oath before me Clerk of the

said Court that ^{their} ~~for~~ estate after the payment of ^{are} ~~the~~ just debts ^{are} ~~on~~ the sum
of One thousand One hundred Forty dollars fifty two cents the penalty of
the said bond. Given under my hand this day aforesaid

J.R. Edwards clk

Deft. for Simon's bank

Colt.

1 .85
54

Law fee.

1.39
16.66
1 18.05
1.83
19.88

Snow

2 3 Records

Snow

At @ Circuit Superior Court of Law and Chancery
for Southampton County holden at the Court house of
the said County on the 13th day of November One thousand
and eight hundred and forty six

Be it Remembered that hereof to wit, On the
10th day of November 1841 came Jacob Snow by
his counsel and read out of the Clerk's Office of our
said Circuit Superior Court of Law and Chancery a
subpoena and deposed him against James Snow Joseph
Snow and Francis Snow which subpoena and deposed him
together with the endorsement and Return thereon
made is in the following words and figures to wit,
(here insert it)

And at another day to wit, At Rules holden
in the Clerk's Office of the said Circuit Superior Court
of Law and Chancery on the first Monday in
December 1841 came the Plaintiff Jacob Snow
by his counsel and filed his bill in chancery
against James Snow Joseph Snow and Francis
Snow which bill is in the following words and
figures to wit (here insert)

The following is the exhibit filed with the bill
and the Defendants (here insert order of Publication)

And at another day to wit, At Rules holden in
the Clerk's Office of the said Circuit Superior Court
of Law and Chancery on the first Monday in
February 1842 came the defendant Francis
Snow by her counsel and filed her answer
to the plff's bill which answer is in the following
words and figures to wit, (here insert)

To which answer replied generally

And at another day to wit, At @ Circuit Superior
Court of Law and Chancery holden for the County of
Southampton on the 3rd day of April 1842 (here
insert Order of that day)

And at another day to wit, At a Circuit Superior Court of Law and Chancery held for the County of Southampton on the 5th day of April 1842.
(Here insert Order)

which Answer is in the following words figures to wit
The following is a copy of the exhibit filed with the Answer

And at the same Term to wit, At a Circuit Superior Court of Law and Chancery continued and held for the County of Southampton on the 8th day of April 1842. This cause was continued till the next Term,

And at another day to wit, At Rules held in the Clerk's Office of our said Circuit Superior Court of Law and Chancery on the first Monday in April 1842

The plaintiff by his counsel replied generally to the Answer of Joseph Senod and on the Motion of said Plaintiff the cause was set for hearing as to the defendant Francis Senod,

And at another day to wit, At Rules held in the Clerk's Office of the said Circuit Superior Court of Law and Chancery on the first Monday in July 1842

On Motion of the plaintiff by counsel the cause was set for hearing as to the defendant Joseph Senod
~~On Motion of the Plaintiff by counsel~~

And at another day to wit, At a Circuit Superior Court of Law and Chancery held for the County of Southampton on the 3rd day of November 1842
(Here insert order of court)

And at another day to wit, At a Circuit Superior Court of Law and Chancery held for the County of Southampton on the 8th day of April 1843.

This cause was continued till the next Term
And at another day to wit, At a Circuit

Superior Court of Law and Chancery held for the County of Southampton on the 2nd day of November 1843. This cause was continued till the next Term
And at another day to wit, At a Circuit Superior Court of Law and Chancery held for the County of Southampton on the 6th day of May 1844.
(Here insert order of court)

And at another day to wit, At a Circuit Superior Court of Law and Chancery held for the County of Southampton on the 8th day of November 1844.
(Here insert order of court)

And at another day to wit, At a Circuit Superior Court of Law and Chancery held for the County of Southampton on the 2nd day of May 1845

This cause was continued till the next Term
(Commissioner's Report)
The following Affidavits & dispositions were filed with the said Report
(Here insert, exceptions filed to said Report)

The Commissioner also filed a special statement marked D in the following words and figures to wit
(Here insert)

And now at this day to wit, At a Circuit Superior Court of Law and Chancery held for the County of Southampton on the day and year first aforesaid to wit, on the 13th day of November 1845.
(Here insert order of court)

The following is the evidence filed in the cause

Note By Ptlf
Council.

Senno. vs Senno et al: } note by plaintiff, issued

The jurisdiction of the court is claimed, not because of the allegation in the bill "that the defendants had clandestinely got possession of the bond in controversy" but because the defendants were about out of the commonwealth holding property, within the jurisdiction of the court -

The report of commissioner Goodwyn is accepted as because not sustained by the proofs in the cause -

There is a singular discrepancy between the allegation and proof -

The bill charges that the defendants executed their bond to the plaintiff for the sum of \$1600 - which was left in the custody of Mr. Frances Senno - This fact is admitted by the answer of Joseph Senno, and proved by the deposition of Frances Senno - and Joseph Senno files with his answer a statement, showing how this bond was discharged -

The first item is \$100, paid on the 26th, 1839, to J. M. Welland, and the other half to Jacob Senno. The deposition of J. M. Welland is submitted as to this statement -

In 1839, the defendants claim to have paid by Frances Senno the sum of \$475, in purchase of sugar cane - Senno's deposition taken on the 20th of August 1844, says "some three or four years ago, I was called on by Jacob Senno to execute a bond amounting to \$1600, executed by James & Joseph Senno to Jacob Senno, and did advance on said bond a credit of four or five hundred dollars" - This proves that the bond for \$1600, was then existing - & had not been taken in by the Sligors -

This claim is for \$240 paid by Joseph Senow in
presence of Frances Senow and Joseph S Holland.
Mrs Senow's deposition is silent as to this claim,
and there is no proof of any such payment.
After these ^{pretended} payments on the first day of September
1840, the statement is that Joseph Senow
made a settlement with Isaac Senow and
took in the bond of \$1600 and bonded him
over James Senow's note for \$750 payable
on the 1st of September 1841 - Mrs Senow in her
deposition says, the bond was for \$700, and
that shortly afterwards paid over to Jacob Senow
the sum of \$200 - we shall presently see that
this payment of \$200, the defendants do not
set up, but pretend to show, that the bond for
\$750, was paid.

In relation to Mrs Frances Senow I may remark
that she can neither read nor write, but had
to make a copy much upon the bond for \$700
which she says was also left in her possession
in order to destroy it - That she does not
in her deposition specify the dates of the transac-
tions referred to - according to her showing the
plaintiff to all placed so much confidence
in her father, that he made them, in Tennessee
their own bond, & trusted to their honor to release
it - where is that bond? Does not its non produc-
tion throw a cloud around this transaction
which must excite the suspicions of the court &
induce a demand for strict proof upon the
part of the defendants, which can alone remove
its clouds and suspicions - The bell as James
Senow is taken for confessed - he has never un-
sworned, it - by thus weaving the accidental or design,
as he willing, to take advantage of Joseph's friends
and pursues - without participating in all
their guilt -

But let us proceed with the statement, of the
defendants -

They claim to have reduced the debt of \$1600
to \$750, on the 1st day of September 1840, payable
twelve months thereafter.

and yet with precipitate haste, procured to
make the payments, before then -

1. Check by McAtamney & Co of New Orleans on
Burgess Bank, to Jacob Benoit May 1st 1841 \$150
What proof is there of this remittance
so susceptible of proof if true - Is it
the affidavit of A. Reddick, taken with-
out notice that in 1839 or 40 Jacob Benoit
presented a draft to him from some
person in N. Orleans and cashed it
cash - If such proof satisfied the com-
missioner it will not reach a feather with
the court -

The remittances by checks drawn by
John Brown in favor of Jacob Benoit
for \$367 and Frances Benoit for \$120
are admitted by the plaintiff -

If the \$100 cut in two & remitted one half
to Benjamin Benoit, and the other half to Jacob
Benoit, by the order of Benoit, was made
upon the bond for \$1600 -

To recapitulate - what of the 1600
no proof of the \$100 paid by
remitting one half to Jacob Benoit and
the other half to John in Holland \$100.00
Sept 1st 1840. Paid by Joseph Benoit
in presence of Mr Benoit & Joseph
Holland ————— 240.00
\$ 340.00

of the \$750 need be executed
on the first of Sept 1840 payable
12 months after date -

May 1st 1841, before the note was due

Check by McAtamney & Co ————— 150.00
May 1st 1841 Remittance \$100, one half to Benoit
one half to Jacob Benoit ————— 100.00
\$ 590

Summit
" Snow 2

Notes by dep^t Commsd

Senow }
27 }
Senow } Note by Heford counsel.

The court will recollect that the foundation of this suit, is the allegation that the defendants Jos Senow clandestinely & unlawfully got possession of a bond for \$1600 due to the p^{off} by him & James Senow. The bill charges that these parties are justly indebted to the p^{off} in this acc^t. &c.

The answer of Jos. Senow denies the allegations of the bill, & files a statement showing how this bond had been paid - The court ordered an acc^t and the com^r. reports that evidence has been adduced before him proving the entire paym^t of the bond by apt \$13 - There is no proof in the records, showing that the bond had been stolen, or improperly got possession of by the defend^t.

The case then is this. In order to give to the court to jurisdiction a particular allegation must be made in the bill - To wit that "the defend^t has clandestinely got possession of the bond a controversy - No evidence of this allegation is produced; but on the contrary the defend^t proves paym^t (substantially) of the bond, and that the allegation of the bill that the bond (\$1600) is due the p^{off}, is false.

The court is therefore asked to dismiss the bill with costs.

Respectfully
Thos. J. H. G. G. G.
No. 8. 1845

x
Lenow

v
Lenow

note of the Court.

S. ampton.

James & Joseph Senow To Jacob Senow Or

To Amount of bond due 20th June 1841. \$1600.

By amount paid June 20th '41 ~~\$1600~~

proved by the testimony of

Lain & Mrs Senow. } \$450

By amount paid at or before the same time found

by the testimony of Mrs Senow } \$200

By amount paid at or before

the same time and proved by

the evidence of J. Lain } \$100 750

\$850

Interest on \$850 from June 20th

'41 to 6th Octr '41. } 19.83

869.83

By amount of two drafts paid

through Womble, and the sum

of \$14 paid to Mrs Senow as

proved by Ins. M. Hall and

nothing in all } 501.00

Bal. due with interest from \$368.83

the 6. Oct. '41

The above statement shows what I think ought to be recovered by the p^{ty} without however undertaking to settle satisfactorily the many doubts, difficulties and mysteries by which this case is surrounded. I have excluded the first item in the account of payments filed by the def^t Joseph Senow viz, the sum of \$100 because there is no evidence to sustain it. The sum of \$450 above mentioned, I have allowed upon the testimony of Mrs Senow and Susan Lain - the former

states in her deposition (her answer I regard
as no evidence) that after the execution of the
bond she paid on account of it, believed four
and five hundred dollars: the latter witness, S.
Lain, speaking on the 20th August 1840, says,
that ~~some~~ three or four years ago I was called
on by Jacob Senow to credit a bond amount-
ing to \$1600 executed by I am, and Joseph
Senow, and did ~~and~~ on said bond a credit
of four or five hundred dollars. upon the
testimony, then, of these two witnesses I have
rated \$450 as the amount for which the
bond ought to be credited - the sum of \$200
credited according to the annexed statement
rests upon the testimony of Mrs Senow alone.
her evidence does in truth tend to show that
this payment was made after the execution
of the second bond the first of September 1840.
but her statement in this respect is very
loose, and ought not be understood as above
intimated because it is inconsistent with
Joseph Senow's sworn declaration on the
same subject: in the account filed by him
with his answer he claims no such credit
after the execution of the second bond, but he
claims the sum of \$240 paid in the pre-
sence of Jos. S. Holland and Francis Senow
at the time and on the day when the said
last mentioned bond is charged to have been
given: under these circumstances I conclude
that the sum of \$200 of which Mrs Senow
speaks, is a part of the said sum of \$240
charged to have been paid when the second
bond was given, and on this ground I allow
the \$200, but include the balance, to wit,
\$40 for the want of proof: the next is

credit claimed by Joseph Senow in his account
is the sum of \$100, and I have admitted
it upon the evidence of Luzan Lain about
which there seems to be no doubt. The
credit claimed on account of the check
said to have been sent by Gualmas & Co.
of New Orleans is not supported by the
evidence, and is therefore disallowed. The
only evidence in the record bearing upon this
point of the case is the affidavit of St.
Riddick, and that throughout is, entirely
too vague for the purpose intended. This
check, or draft is charged in Joseph Senow's
account to have been received in May 1841,
and Riddick in his affidavit says, that
in 1839 or 1840 Jacob Senow presented a
draft to him from some house in New
Orleans to be cashed: thus it seems the
witness is far from the mark as to time, &
does not recollect the name of any one
or more of the parties concerned: besides
this, the mere receipt of a check or draft
cannot for law be regarded as payment
without evidence showing either the receipt
of the money, or an agreement to take it
as payment. there is no such evidence
in the record, and the claim set up by
the defendant in this respect being I think
wholly unsupported by proof has been dis-
allowed - the three succeeding credits claimed
by the account of the def^t Joseph Senow,
making in all \$501, have been allowed
upon the evidence of Womble and Jos. M.
Holland, and about this matter I apprehend
there can be no reasonable doubt.

The corner ^{or} who acted under the
interlocutory, heretofore entered in this case.

has in fact stated no account: He states however that he has ascertained the balance of thirteen dollars to have been due the plaintiff on the 6th Oct. 1841, and it is quite easy to discover from his report in what manner he comes to that conclusion: He has adopted the determination that upon ^{the} testimony of Mrs. Senow he could not properly look behind the alleged settlement of Sept. 1. 1840, but was at the same time bound of \$700 executed on that day as closing all matters of account upon that period. Now it seems to me the corner, upon his own principles, has committed an error by allowing the sum of \$200 ^{as a credit} to the bond of \$700, when, as I have already attempted to show, it should have been credited before that bond was executed - but the strongest objection to the decision so made by the corner, it seems to me, is that the Def.^t Joseph Senow does not ask that any such principle shall be applied for his relief: He states simply that for the purpose of freeing his character from the imputation of fraud, he has stated the manner and means by which the bond of \$1600 was discharged, and that at the proper time he would be able to establish his allegations by indubitable proofs. He does not seek to avoid the investigation of the accounts, but on the contrary rather invites it. - if the bond of \$700 was given upon a full and fair settlement, and received by Jacob Senow in full discharge from all the parties, ^{that fact} might have been relied on, and if proved, would have been entirely sufficient. but no such

2
matter of defence is assumed by the defendant and therefore ought not to have been relied on by the corner. - Suppose however, ⁺ that the corner was authorized by the state of the pleadings to examine the question whether or no the settled account before referred to ought to be opened, what then was his duty under the facts of this case: I am fully aware of the many difficulties involved in this inquiry, and of the probability of not reaching its proper solution by ^{an attempt to} ~~clearing~~ away the clouds of doubt and mystery which hang over this whole transaction; still I am under the impression that there is sufficient testimony in the record to justify the reopening of the account in question and to call upon the Def.^t for proof of the payments, which they allege they are prepared to furnish: the material, if not the only evidence upon which the corner has relied as to the conclusiveness of the settlement made Sept. 1. 1841, is the testimony of Mrs. Senow. Her testimony on this subject is not, I submit, to be implicitly relied on for several reasons: she speaks with confidence of the purport of writings which she was unable to read, and about which she was compelled to rely upon the information of others: there is a manifest discrepancy between her answer and her deposition, which I am willing to admit is altogether the fault of her memory - in her answer, in which she volunteers to give a full account of the case, and tell all she knows she is silent as to the payment of the \$200: in her deposition taken sometime afterwards she for the first time alludes to that payment and affirms it with the greatest confidence.

and this is not all, for there is the most
inconceivable difference between the statements
which she makes, and those made by the
defendant Joseph Senow - in her deposition
she says that when the settlement took
place the old bond was taken in, and Joseph
Senow executed his bond for \$700 the balance
of the debt: the def^t Joseph Senow avers
under oath that the ~~new~~ bond was for
\$750 and that that bond was ^{not by himself, but} executed by his Brother
James Senow - these facts are sufficient to
create doubt as to the entire accuracy of Mrs
Senow's ^{recollection} of the matters of which she speaks,
and to have authorized the com^r to open the
whole account for the purpose of hearing the
proof, which the def^t Joseph Senow states he
was ready to produce: Let a more formal
exception then be filed to the account, and let
an order be entered directing the com^r forth-
with to make a statement corresponding with
that, in substance, which is here referred to.

his Brother