

1855-012

SOUTHAMPTON COUNTY
CHANCERY PAPERS

WALLER'S EXECUTOR

VS. FRANCIS' EXECUTORS

val

5/1855

other surnames: Lundy,
Beaton, Robinson, Newsom,
Joyner, Pope, Barham,
Murfee, Gray, Clarke

~~26~~ 27 28 11.

Walters Exr.

v. } Papers

Francis: Exr.

1855 May Term

Waller's Exr.

to } Stat: Rules

Francis's Exr.

Benjamin C. Waller Exor. of Levi Waller dec^d.

against

Orville D. Barham & Thomas Newson Exors. of Nathaniel Frances dec^d of Jas Byrd Sundry.

1851 August 27th Summons issued & Aff^d. Barham & Newson Exors.

" Sept. Rules. Sum^s ret^d. Executed.

1852 April 1st Monday - Bill filed & Summons to answer awarded.

" " Last Monday - Summons ret^d. Executed ~~and~~

Decree nisi.

" May 1st Continued

" June 1st Bill taken for confessed

" July " Cause set for hearing &c.

" Nov. 1st Decree for account.

1854 Nov. " Decree &c. for acct

1855 Mar. 3rd Report

" May 1st Decree &c.

1854 Nov. 25th

Colr

7.45

Com

37.50

Mrs.

15.00

B. B. Kinder SP.

3.00

62.95

1.50

6.00

30.00

37.50

Walters Exr

vs } Bill

Francis' Exrs

1852 April Rules

To the Hon Judge of the Circuit Court of
Southampton County -

Humblly complaining Shews
to your honor, your orator, Benjamin C. Waller,
that Levi Waller departed this life some years
ago, leaving him his executor, and that he hath
qualified and acts as such.

Your orator represents that he found most
of the property of the Testator under deeds of Trust
made by the said Testator to secure the payment
of his debts, and for the most part debts due to
the late Nathaniel Francis, or for which he
was responsible as security.

He files herewith three deeds of Trust
made by his Testator, marked A, B, C, which
he prays may be taken and read as parts of
this Bill. He believes they are all that were
made by his Testator, and that they covered
most of his property of any value except the
growing crops.

After the death of ~~the~~ Testator The trus-
tees made sale of the property (or of so much
as remained) conveyed to them in trust as
aforesaid, and returned an account of their
sales respectively to the clerk's office; copies
of which accounts are herewith filed marked
D, E, F, and are prayed to be considered parts
of this Bill.

Your honor will perceive that while
the other Trustees have accounted for all the
property conveyed to them that M^r: Lundy has
not accounted for several slaves that were

embraced in the deed made to him.

Your orator believes that one of the slaves died; but he is informed and believes that the slaves Fanny and Mason, Billy and Henry were sold by his testator and the said cestui que trustee, Nathaniel Francis, on account of the debts for the payment of which they were conveyed.

Your orator now avers that he feels well assured that the price of the last three slaves were not credited to his testator on the bonds held by the said Nathaniel Francis (if that of the first named slave was); since the last credit endorsed on them was at a date long anterior to the sale of those three slaves; and he is equally well assured that there were no other transactions of any consequence between his testator and the said Francis subsequent to the date of the last deed of Trust mentioned above; which covered all the property of his testator, closed up all his transactions of any material amount and ruined his credit, except in his little current dealings for which he provided from time to time out of his accruing income.

Your orator states that his testator, in the last days of his life was very infirm, and unfit for the judicious management of business and reposed the most unlimited confidence in the said Francis.

He does not charge that Mr. Francis withheld the credit or failed to endorse it by design, on the bonds, since he might fail so to do by inadvertence; but he will be able

to show that this was not the only instance in which, the said Francis has left his testator exposed to the risk of twice paying the same debt.

Your orator further represents that in ignorance of the facts of the case, he has paid, since he became executor of the said Levi Waller, \$276.²⁴/₁₀₀ towards bonds secured by the said deeds to the said Francis, Perdit, \$176.²⁴/₁₀₀ to Francis in his life time, and to his executor, since his death, \$100.00.

He now represents that when he thus paid, by mistake this money, the debt due from his testator to Francis had been already paid by the proceeds of the property sold by Lundy, and more than paid. But Your orator does not complain of the trustee, the said Lundy, who has throughout acted lawfully and fairly, he does not doubt; and he has not thought it necessary to call on him for any further account, but thought it more direct and just to call upon the said Francis at once to refund.

The said Nathaniel Francis, has departed this life and Leathbert D. Barkham and Thomas Stearns have qualified as his executors.

In tender consideration of all which, and for as much as your orator is reminded save in Equity &c, your orator prays that the said Barkham and Stearns and Jas Byrd Lundy may be made defendants to this bill and compelled to answer hereunto fully and fairly that the said executor, the said Barkham and

Heverton may be required to make a true and complete discovery of the true state of the transactions between the said Francis and your orator's testator, and to furnish all papers in their possession, which may concern the same, that an account may be taken of the transactions between the said Francis and your orator's testator that the said executor of the former may be made to refund to your orator with interest all the money paid as aforesaid over what was due by his testator to the said Francis, and that such further and general relief may be granted as equity may dictate and the nature of the case may require and as in duty bound, he will ever pray &c.

Gholson & Jones
& Kindred

29

Walter Exor:

i } Answer of
Francis Exor:

Francis Exor:

1853 May.

To the Hon Judge of the Circuit Court for
the County of Southampton - In Chancery
Anson of C. D. Bushrod and Thomas M. Stevenson
Exrs: of Nathl. Francis, to a bill of complaint against
them and James B. Lundy, exhibited by Benj. C. Waller
Exr: of Levi Waller -

These respondents coming and answering &c. for answer to the
complaints aforesaid say - That it is true, as appears from the account
of sales returned by James B. Lundy the trustee, that certain stores
to wit: Storey, Fanny, Mason, Billy and Henry, included in the
deed of trust executed by Levi Waller for the benefit of Nathl. Francis
bearing date the 20th May 1841, were not sold and accounted for by the
said trustee, at the sale of the balance of the property in Nov: 1847 -
These respondents cannot say, on their own knowledge, what became
of said stores - one or more of them may have died, and some of
them may have been sold in the lifetime of the said Waller - They
believe that some of them (how many and for what amount they
have no knowledge) were sold in the lifetime of said Waller, and
with the consent of the said Francis, the beneficiary in the deed
and they confidently believe that the proceeds of sale, or a portion of them,
were applied in part payment of one of the bonds secured in the
deed of trust, and the balance towards the support and maintenance
of the said Waller and family (the bond above referred to is hereto
filed as part of this answer; and, as will appear, contains two en-
dorsements of credits in the year 1843, amounting to \$725-00)

These respondents further state, what they believe were facts noto-
rious in the neighborhood in which he lived, that about the year
1843 and even prior to that time, the said Levi Waller was in
failing circumstances - had contracted habits of intemperance - was
negligent of his business, and rarely, if ever in any year, made a
sufficient support for himself and family; and for some time pre-
vious to his death, was almost constantly confined ^{by} sickness - That in
the year 1843, the said Waller executed the two deeds of trust exhibited
with the bill, which together with the deed, before referred to,
executed in 1841, conveyed in trust the whole of his property and

such his credit-- that both before and after this time, and especially after the execution of the deeds above referred to, their testator was in the habit of befriending the said Waller by becoming his security, and furnishing him with the necessaries and comforts of life-- such as bacon, groceries &c, at a time when his credit was such, that in all probability, he could not procure them from any one else. In support of the above facts, the respondents hereunto file a bond executed by the said Waller with the said Francis as security bearing date the 15th July 1844, and which they pray may be read as part of this record-- The said bond was found among the papers of the said Francis after his death, and as your respondents believe is still due and unpaid-- These respondents state that they confidently believe, the whole proceeds of sale of such of the above named stores as were sold in the lifetime of the said Waller, which were not credited on the first named bond, were applied in discharge of debts subsequently contracted by the said Waller, either due the said Francis for various articles furnished by him, or for which the said Francis became bound as security--

These respondents also state that after the death of the said Waller, who was permitted to remain in his possession during his life the property conveyed in the deeds of trust-- (except the stores particularly mentioned above) and after the sale of the property therein conveyed, and the application of the proceeds, it appears from the papers filed that the said Waller was still indebted to their testator in the sum of \$420.78 the bal. due on the first named bond (filed herewith) on the 27th Nov: 1847, and also in the sum of \$79.31, ~~which~~ but from the 20th June 1843, the amt. of the last named bond also filed-- and in part of the said amount still due their testator, they admit ^{their testator} that they received from the Executor of the said Waller after his death, the sum of \$176.24 on the 15th Nov: 1849-- and that ^{they received the} "the sum of \$100-- on the 19th Sept: in the same year and which leaves a bal. still due them as Executors--

These respondents state, in conclusion, that they believe, all the dealings and transactions between the said Waller and their testator, so far as the last named was concerned, were honest, fair

and correct; and are ready to furnish all the papers and evidence in their possession, touching the same-- and they confidently believe that the said Complaint is still justly indebted to them--

And having answered pray hence to be dismissed the Court with their costs in this behalf expended

Saustrampton County-- to wit--

This day personally appeared before me a Justice of the peace for the County aforesaid, C. D. Borkum and J. M. Neeson who made oath that the facts stated in the above are true, so far as they know or believe, one true-- Given under my hand this 18th day of October in the year 1852--

Conall Harris. P

Waller ex or

^v
Francis' ex or

To be entered

R. H. Baker

Nov. Co. 52.

Mullen Ex:
i
Francis Ex: }

Circ. Court Nov. Term 1852

This day this cause came on to be heard, by consent of parties, on the bill of the complainants and exhibits therewith filed, the answer of the defendants and exhibits filed therewith, replication thereto and examinations of witnesses; and was argued by counsel on both sides whereof, the Court, not deciding any principle in the cause, and with like consent of parties, doth order that ~~Benj. L. Mullen Com. of Levi Mullen decd.~~ and C. D. Osborn and Thomas M. New-
some Esqs. of estate Francis render before a Commissioner of this Court an account of the transacting between the said Levi Mullen and the said estate Francis, or as to show what ^{if any} ~~is~~ due the Estate of the said ~~Francis~~ ^{Thomas} from ^{or what is due from the estate of said Francis to the estate of said Mullen} the estate of said Mullen; which account said Comr. is directed to audit, state and report to Court with any matter specially stated by himself or which may be required to be so stated by either of the parties -

Walker's Exor
is 3 copy done
Fromis Exor

Notia to 23rd July 1853

In Southampton Circuit Court, November 10th, 1852.

Benjamin B. Waller ex^r: of Levi Waller dec^d: Plff

against

Cuthbert D. Barham & Thomas Newson, Ex^{rs} of Nathaniel

Francis & James Cyro Sundry

Defts

This day this cause came on to be heard by consent of parties on the bill of the complainant and exhibits therewith filed, the answers of the defendants and exhibits filed therewith replications thereto and examination of witnesses and was argued by counsel, on consideration whereof the Court not deciding any principle in the cause and with like consent of parties doth order that C. D. Barham & Thomas N. Newson, Ex^{rs} of Nath^l. Francis render before a Commissioner of this Court an account of the transactions between the said Levi Waller and the said Nath^l. Francis so as to shew what amount if any is due the estate of the said Francis from the estate of said Waller or what is due from the estate of said Francis to the estate of said Waller, which account said Commissioner is directed to audit, state and report to Court with any matters specially stated by himself or which may be required to be so stated by either of the parties.

A Copy.

Teste.

Nancy S. Howard, D.C.

Waller Exor:

2 3

Francis Exor:

Notes for a check

To be entered

R. 14 Baker

Nov. Co. '54

Waller, Exor:

et or. Term 1854-

Francis, Exor: } notes for addressee

This day this cause came on again to be heard on the papers formerly read together with the report of Com. sur. Cobb made pursuant to the order of et or. Term 1852 to which no exception has been taken, and was argued by Com. sel. On consideration whereof, the Court confirming said report as to the balance of \$176.65 found due the Exor. of the said Francis, doth adjudge, order and decree that Benjamin B. Waller Exor. of Levi Waller decd. out of the assets of his testator, pay to the defendants C. D. Burdick and J. M. et al some Exor. of estate Francis decd. the sum of \$176.65 with interest thereon from the 17th September 1849 together with the costs of this suit - ~~And~~ liberty is hereby reserved to said defendants, at any time hereafter, to ask for a settlement of the transaction of the plaintiff as Exor. of the said Levi Waller, and further remedy against the securities in his executorial bond -

And the Court doth further order that the said defendant B. B. Waller Exor. appear before a Com. of this Court and account of his transactions as executor of Levi Waller decd. and that said Com. audit state and report the same to Court with any matter specially stated deemed pertinent by himself or required to be so stated by virtue of the posting -

Walters Exr.

& } Copy Deed

Francis? Exr.

Southampton Circuit Court November 9th 1854

Benjamin O. Waller Exor. Levi Waller dec^d

Plff.

against

Orville D. Barlow & Thomas M. Newsom Exors. Nathaniel Francis dec^d

& James Byrd Lundy

Defts

In Chancery

This day this cause came on again to be heard on the papers formerly read together with the report of Commissioner Cobb made pursuant to the order of November Term 1852 to which no exception has been taken and was argued by Counsel: On consideration whereof the Court confirming said report as to the balance of \$176.65 found due the Exor. of the said Francis doth adjudge, order and decree that Benjamin O. Waller Exor. of Levi Waller dec^d out of the assets of his testator pay to the defendants O. D. Barlow and T. M. Newsom Exors. of Nathaniel Francis dec^d the sum of \$176.65 with interest thereon from the 17th September 1849, together with the costs of this suit And the Court doth further order that the said Defendant B. O. Waller Exor. of Levi Waller dec^d render before a Commissioner of this Court an account of his transactions as executor of Levi Waller dec^d and that Commissioner audit, state and report the same to Court with any matters specially stated deemed pertinent by himself or required to be so stated by either of the parties.

Attest

Teste

L R Edwards Clk

Walter Cox:

i } Secum

Francis Cox:

To be entered

R. H. Baker

May. Co 1855.

1855 May Term

Wallen Exor:

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Francis Exor:

This day this cause came on again to be heard on the papers formerly read together with the report of Court: Goddards made pursuant to the order of Ct. 1854, to which no exceptions have been filed, and was argued by counsel. On consideration whereof, the Court, confirming said report, doth order to adjudge and decree that Benj. C. Wallen Exor: of Levi Wallen, out of his own estate, pay to C. D. Borkum or Thomas M. Stevenson, Exor: of St. Francis, the sum of \$12.06, and that said sum be credited to the amt. decreed to be paid by the said Wallen Exor: to the said executor of St. Francis in the decree in this cause of Ct. 1854. —

✓
Wallers Exr^s

~ { Sp^r: Chs

Francis Ex^r

1857 September Rules

I & R

Executed by delivery
a true copy
for Bushano
Deputy for A. Myrick
Sheriff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *B. D. Barton of Thomas M*
Newsom Executor of Nathaniel Francis dec^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 a Bill in Chancery exhibited against *them* in the said Court by

Benjamin C. Waller Executor of Levi Waller dec^d

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 *27th* day of *August* 1851, in the
76th year of the Commonwealth.

L. R. Edwards

[One Copy to be delivered each Defendant.]

Walters Exr.

to Zimmis Chy

Francis' Exr.

Last Monday in April 1852.

Executed

Edward P. Turner Lefty
for Depe Parker Shiff

The Commonwealth of Virginia:

To the Sheriff of Southampton County, GREETING:

We command you to summon *C. D. Barkum & Thomas M. Newson Exors. of*
Nathaniel Francis dec'd

at the clerks office of our Circuit
to appear ~~before the Justices of our County~~ Court of Southampton, at the ~~Court~~
~~House, on the first day of the next quarterly term, to answer~~ Rules to be holden for the
Said Court on the last Monday in this present Month to answer a bill in Chancery
exhibited against them & another in our said Court by Benjamin B. Waller Exor. of
Lewi Waller dec'd

And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our
said Court, at the Courthouse, this *5th* day of *April* 1852,
in the *76th* year of the Commonwealth.

L. R. Edwards

Walters Esq

& {Sims. Esq.

Francis' Esq &c

Last Monday in April 1852.

Excuse

W. M. M. Esq

W. M. M. Esq

W. M. M.

The Commonwealth of Virginia:

To the Sheriff of ^{Brunswick} ~~Southampton~~ County, GREETING:

We command you to summon *Jas. Byrd Lundy*

~~to appear before the Justices of our County Court of Southampton, at the Court House, on the first day of the next quarterly term, to answer~~ *at the clerks Office of our Circuit Court of Southampton County at the Rules to be holden for the said Court on the last Monday in this present Month to answer a bill in Chancery exhibited against him and others in our said Court by Benjamin O Waller Exor. of Levi Wallor decd.*

And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Courthouse, this 5th day of *April* 1852, in the 7^{6th} year of the Commonwealth.

L. R. Edwards

To C. D. Barkham Esq.

Take notice that I shall, on Tuesday the 19th of October next, between the hours of sun-rise and sun-set, at the village of the Cross Keys, in Southampton County, proceed to take the depositions of Edward Beaton & others to be read as evidence on behalf of the plaintiff in a suit now depending in the Circuit Court of Southampton County, in which you and Thomas M. Newson, executors of Nathaniel Francis deceased are defendants, and I, as executor of Levi Waller deceased, am plaintiff.

October 1st 1852
Benja C Waller
By Jas I. Kinded his atty.

Personally appeared before me a Justice
of the Peace in & for the County of Southampton
State of Virginia, John Barham and made
oath that he served the within notice on C. D. Bar-
ham on the first day of October AD 1852, by ^{de} leaving
a copy of the same to him in person.

Given under my hand this 1st of Octo-
ber AD 1852.

B. B. Hendrick P

J. D. Barham

9.16
2.50
4.66
0.79
7.45

2

Hall's Esir

or of Corns & other
Francis Esir

Feb'y 23^d. 1858.

Executed by
Joshua Dutton &

Deputies of V. Killo
Shff

Cornus office. Jan'y 15th 1853

To Benjamin C. Waller Esq of Levi Waller, Cathbert D. Park
- am and Thomas Stewson Esq of Cathaniel Francis
- de? and John Boyd Leundy -

You are hereby notified that I have fixed up on Wednesday
The 23^d. day of February next, to take and settle, in the Town
of Jerusalem, at my Office, the account required to be taken
by the decree of Southampton Circuit Court, rendered on the
10th. day of November 1852, in a suit in Chancery depend-
- ing in said Court, between Wallis Esq and Francis
Esqrs; At which time and place you are required to
attend -

Wm. W. Cobb Corns

Walters Exr

& } Deposition

Francis Exr

Handed in by G. A. W. Newson J.P.
ap. 20 1852

L.R.G. 66

The deposition of William D. Clarke Taken at the office of John I. Kindred in the village of Jerusalem, by mutual consent of parties, on the 19th day of April AD 1852, to be read as evidence on behalf of the plaintiff in a suit now depending in the Circuit Court of Southampton in which Benjamin C. Waller executor of Levi Waller deceased is plaintiff and E. D. Barham and Thomas M. Newson executors of Nathaniel Francis deceased, are defendants.

William D. Clarke having first been duly sworn upon the Evangelists of Almighty God, says and deposes as follows.

In the Spring of 1842 or 1843. I became trustee to a deed ^{of trust} made by Levi Waller dec'd to Nathl. Francis dec'd and in said deed all the debts due by Waller to Francis, and all others to which said Francis was bound as security, was included. at least, I do understand it, that all the said debts was consolidated and a bond executed for the amt. but for that as will be seen by deed, and some time after the death of Levi Waller John I. Kindred Esq. presented a bond to me, by ~~thats~~ asking if the bond he then held in his hands, was included in the deed of trust from Waller to Francis, in which it was. In answer I told him it was - ~~further more~~ said Kindred told me that he had the bond given him by Francis to bring suit on and my reply, was, that I was surprised

that Mr. Francis should continue for
that bond - as I had told him, it was
included in the deed made to me for
his benefit by Mr. Waller. ~~for the same~~
This bond as well as I recollect at the
time of the execution of the deed was
not in the possession of Mr. Francis
~~but~~ Mr. Francis promised that it
should be placed in Mr. Waller's hands
at a future day - the day on which I took
the deed from Mr. Waller. I gave Waller
all the claims that was placed in my
hands by Mr. Francis - and there was
one bond that Mr. Francis gave me
a list of, that I included in the deed. which
was to my recollection the identical
bond that was presented to me by
Mr. Kindred - furnished this statement
faith not.

W. D. Clarke

MS

When Mr. Kindred presented the bond
to me, he stated he did so by the
request of Mr. Francis, to ascertain what
I knew about it, and that he was in-
structed to bring suit if the inform-
ation obtained from me, would not be
sufficient to keep him out of a judg-
ment? - after my statement of circumstances
to Mr. Kindred, he remarked that he should
not bring suit, nor has he done to
my knowledge -

W. D. Clarke

The foregoing deposition of Wm. D. Clarke was taken
before me, sworn to and subscribed before me, a
Justice of the Peace, at the time and place
mentioned in the Caption. Given under
my hand and seal this 19th April A.D. 1852.

G. A. W. Newcomb

Walters Exr.

" } Deposition

Francis Exr.

Committed sealed Oct 28th
1852

Deposition of John Bostom Taken at the Cross Tings
in Hantsington County on the 19th day of October 1852
to be read as evidence on the part of the defendants, in
a certain Chancery suit now depending in the Circuit
Court for the County of Hantsington in which Berj Walter
Ex:ca is plaintiff and J. Bostom and J. M. Allen
- some Ex:ca. are defendants -

The defendant being here first duly sworn depose
and says as follows in answer to questions -

Question by defendants - When did Levi Walter die?
and state what you know concerning his credit and
manner of getting along previous to his death, for
many years - Answer - Levi Walter died in the fall
of 1847 - I know that Mr. Walter for seven or eight
years previous to his death, (during which time I knew
him well and was frequently at his shop) had to buy
nearly every thing he ate - during all that time Mr. Walter
never made on his farm in any year, half enough to
support him - He had no other means of support, ex-
cept his blacksmiths shop -

Question by same - What was the common reputation
as to the manner in which Mr. Walter managed to live
as his farms did not support? - Answer - He bought
provisions from various persons, but I do not know
that Mr. Francis furnished him -

Question by same - Did you ever hear Mr. Walter say
why he sold some of his negroes? Answer - I went
to Mr. Walters on one occasion, and he asked me when
I saw Mr. Hardy Harris, that he had sold him a negro
girl, that he hated to sell her very much, but was obliged
to sell about one negro a year in order to support his
family - Whenever I went to his shop, he was almost
constantly talking about what he had to buy to support
his family -

Question by same - What time was it - that Mr. Walter

told you that he had to sell about one negro every year
to support his family? Answer - It was some time between
the year 1840 and 1845; but I cannot remember the exact
year -

Crop examined -

By Plaintiff -

Question - Do you not know that Le-
vi Waller kept two shops, viz, a blacksmith
shop and wood shop?

He did keep a black-smith shop for the
last ten years of his life which was sustained
by his own hands viz, workmen.

Was the black-smith shop profitable
to him? It certainly was - If any body
blacksmith shop was profitable his was -
The shop received an extensive patronage.

Were the smiths good ones? - They were.

Was the wood shop profitable? There was a
wood shop kept there to my knowledge, for
about three years previous to the death of
Levi Waller - for about 18 months of this
time I know that Levi Waller was interested
in the shop.

Do you know that he was not
interested in the shop, the wood shop, all the
time? I do not.

Do you not know that the patrons
to Levi Waller's blacksmith shop, were
in the habit of paying their ^{shop} accounts to
him, or previous? Yes, I know that
they did - I have done so myself, and
have heard others say they had done the same

Do you not know that Mr. Francis
received Waller's shop accounts in pay
for provisions? I do not.

Do you not know that Francis
managed Waller's business generally for
him, and that he had great influence
over him, and that Waller would not
have made any bargain of consequence
without consulting Francis?

I do not.

And farther this deponent deposes that

John Barkham

The foregoing depositions were sworn to and subscribed
at the time and place mentioned in the caption before me
a justice of the peace for the County aforesaid - Given
under my hand this 18th day of Oct: 1852 -

Ben. B. Kindred J. D.

Wallas Co

2 } Depositions

Francis Exr.

Came to hand sealed Oct 20th
1952.

The depositions of Edward Beaton and others taken at the Cross Keys, on Tuesday the 19th day of October A.D. 1852, between the hours of sunrise and sunset, in pursuance of notice duly given, to be read as evidence on behalf of the plaintiff in a certain suit now pending in the Circuit Court of Southampton County, in which Benjamin C. Haller, exor of Levi Haller deceased is plaintiff and E. D. Parkman and Thomas M. Newson, exors of Nathaniel Francis deceased are defendants.

~~Examination-in-chief of~~

Edward Beaton having been duly sworn upon the Evangelists of Almighty God, says and deposes as follows.

Examination-in-chief.

Some time during the years 1843-44 or 45 I happened at the house of Levi Haller in his life-time in company with Capt George A. M. Newson, Nathl. Francis, Levi Haller (deceased now) and a Mr. Hadkins, a negro speculator, when Mr. Hadkins bought a negro-woman and one or two children who I understood belonged to Mr. Haller (Levi). Mr. Hadkins paid the purchase money for the negroes to Mr. Francis (of this I am certain). ~~The~~ amount was six hundred or six hundred and fifty dollars or thereabouts.

I am not absolutely certain that this transaction occurred in 43-44 or 45 but it is my impression that it occurred in one or the other of those years. But of this I am certain that I never was present on any other occasion ~~with~~ company with Newson and Hadkins when Hadkins bought

negroes of Waller.

Mr. Waller & Mr. Francis talked generally and in common with Madkins about the bargain and Waller said that he would be satisfied with whatever Mr. Francis should agree on with Madkins.

Re-examination
Question by Plaintiff. Do you know the names of the negro women and one or two children sold on the occasion alluded to in your statement? Answer. I do not.

Question by some. Do you know that they were the slaves of Levi Waller? Answer. I presume so from the fact of their being on Mr. Waller's farm.

Question by some. Can you say with any degree of certainty at what time the sale of the slaves took place? Answer. I cannot.

Question by some. Can you say with any certainty that the sale alluded to did not take place in the winter of 1846 or 7? Answer. I cannot. Though I think it occurred at the time before stated.

Question by some. Can you state with any certainty what amount of money was paid? Answer. I am certain it was \$600. or \$650 or thereabouts.

Question by some. Do you know anything concerning the credit of Levi Waller, and of his manner of living, some seven or eight years before his death? Answer. I do not know any thing positively, but only what I have heard from others.

Question by some. What the general reputation concerning the credit of Waller and his manner of living at the time above specified? Answer. For the last few years of his life, he was very hard pressed and that Mr. Francis was in the habit of assisting him - and I know that Mr. Francis was in the habit of transacting much business for Mr. Waller - that he was in the habit of buying things for him. Such as iron, groceries for his family &c

Question by some. Do you or not, I know that ⁱⁿ the last several years of the life of Mr. Waller, his credit was bad, and that he could not get credit himself for necessaries? Answer. I know his credit was bad, but do not positively know that he could not get credit for necessaries.

Question by some. Did you know the slaves Mason, Betty and Henry once owned by Levi Waller and can you say that they were the slaves sold to Mr. Walling at the time alluded to in your statement? Answer. I did not, and cannot say that they were the slaves sold. I only know that the slaves sold at the time alluded to, were a woman and one or two children.

Re-examined by Plaintiff.

How do you know these slaves who were sold to Madkins were the property of Waller?

Ans. - From all the circumstances of the case, from their presence on the farm, the appearance of interest which Waller seemed to take in the matter &c.

Do you know of any sources of income possessed by Waller?

He kept a blacksmith shop, but I don't know what the annual income from it was, - and farther this deponent says not.

Edward B. Eaton

James Robinson having been duly sworn says and deposes as follows -

Examination in chief.

During the year 1844 I lived in the neigh-

berhood of Levi Waller (now deceased) and during that summer and fall up to the time in December I worked on Levi Waller's farm ^{at integrals} — In the month of August of that year I know that a negro woman named Mason and her two children were in the possession of Levi Waller — The children were named Henry and Billy — I worked at Mr. Waller's ^{farm} ~~place~~ early during the month of July and was there almost daily — I saw Mason and her children there in the month of August A.D. 1844, — From the latter part of September till about the first of December I was at work at Mr. Waller's ~~place~~ almost daily, but never saw Mason or her children there after the latter part of September 1844.

Did you ever see Mason and her children sold as claimed to Haddins or any one else by Francis or Waller or any one?
Ans^r — I never did.

The year to which I allude in which the negroes left Mr. Waller's was I am sure eight years ago this fall.

Question by defendant — Did you ever work at Levi Waller's? and if so when? — Answer — I did work there and it has been eight years ago since —

Question by some — Did you work there the whole year? if not how long? and what kind of work did you perform? Answer — I worked by the month — I worked there during the months of June and July, working about a week, and went back there the week after September Court — I worked in the farm

Question by some — Did you know Mason and her two chil-

-dren Billy and Henry? Answer — I did know them and worked in the farm with them.

Question by some — How long did you remain at work at Mr. Waller's after you went back, the week after September Court? — Answer — I worked there the month of October out and until about six weeks to Christmas —

Question by some — Were Mason, Henry and Billy in the possession of Mr. Waller in July when you left off work and were they in his possession when you went back there the week after Sept Court? — Answer — They were in his possession in July when I left off work and they were not in his possession when I went back in September.

Question by some — How do you know they were not in his possession in Sept when you went back? Answer — Because I never saw them there.

Question by some — Do you know that the three negroes above named, were not in the possession of Mr. Waller the two last weeks in Nov. and the month of December following the Sept you went back? Answer — I passed there frequently and never saw them there.

Question by some — How do you know that it was eight years ago since you worked at Mr. Waller's? and do you know the year you lived there? Answer — I do not know the year, but I know it was eight years ago since from the number of years I have lived at other places since —

Question by some — Did you look for Mr. Waller the year Miles Jones lived with Mr. Pope? Answer — I did.

Question by some — Do you know that the slaves Mason, Billy and Henry were sold in the fall of the year you worked at Mr. Waller's? and do you know that they were not at Mr. Waller's the year following? Answer — I do not know that they were sold; ^{in the year I worked there} and I do know that they were not there the year following because I worked

then about these amounts in the year following =

And further this deponent saith not.

James his Robinson
mark

I hereby certify that the foregoing
depositions of Edward Beaton and James
Robinson were taken, sworn to and sub-
scribed before me, at the time and
place mentioned in the caption. Given
under my hand this 19th October 1852.

Ben B. Kindred J.P.

Engaged in taking depositions on both
sides in the case of Haller's exors vs
of Francis exors, 4 hours at
given under my hand this 19th
October 1852.

Ben B. Kindred J.P.

Walleis E40r
V. 3 Depositions
Francis' E40r

handed in by W W Cobb Com. Oct.
30 1852.

1
The depositions of Joseph Joyner, William Churfee
and Beuger. P. Pope, taken by consent, at the office
of Chamberl. & Mapenbung, in the Town of Jerusalem
on the 30th day of October 1852, to be used as evidence
for the defendants in a certain suit depending
in the Circuit Court of Southampton between
Waller's Exor, and Francis Exors.

Joseph Joyner being first duly sworn deposes and
says as follows—

I know that Levi Waller sometime in 1843
executed a deed of trust to Nathaniel Francis conveying
all his property— That from the time of said
conveyance he could obtain no credit except
through Nathaniel Francis— I know that the
annual income of Mr. Waller was not sufficient
to support him later than March in each year.
Mr. Francis was in the habit of furnishing him
with meat, corn and land, and other necessary
articles at various times during the year.

I think that Mr. Waller was an extravagant and
improvident man, and that it would take more
to support his family than any other of the
same size.

Question by Plff. What do you mean by the annual
income of Mr. Waller which supported his family only
to March—?

Answer— I alluded to the income from his farm.

Question by same. Do you not know that Mr. Waller
kept a Blacksmith shop, and a wood shop?

Answer— He had a Blacksmith all the time, and

a workshop a part of the time, up to the time of his death which took place in 1847 or 8 - During this time I think he kept a workshop two or three or four years.

Question by same. State whether those two shops were valuable.

Answer - I do not know - I heard him complain frequently that he could not get materials to furnish his shops - His blacksmith was regarded as a good one.

Question by Pff. Do you know that Mr. Waller transferred his ^{shop} accounts to Mr. Francis -

Answer - I do not know that he did.

Question by Pff. Where did you live from 1844 to 1848.

Answer - I lived with Mr. Francis the greater portion of the time from 1844 to 1848.

Question by Pff. Do you know that Mr. Waller sent to Mr. Francis for corn, bacon and land -

Answer - I knew that he sent for them several times -

Question by Pff. When did Mr. Waller execute a deed of trust to Mr. Francis.

Answer - I think it was done before 1844.

It was either in 1842 or 1843, I think.

Question by same. Do you know that it was not in 1840 -

Answer - I do not.

Question by Pff. Do you not know that there

were than one deed of trust -

Answer. I think there were two, though I am not certain - And further this deponent sayeth not -

Jos. J. J. J.

Buyer E. Pope being first duly sworn deposes and says as follows -

Question by deft. In what year did ^{Miles James} ~~James~~ ~~Robert~~ live on your land?

Answer - In either 1842 or 1843. I am positive it was in one of these two years.

Question by deft. What was the condition of the credit of Mr. Waller from 1843 up to the time of his death -

Answer - Mr. Waller's credit for an year or two before his death was bad, and was getting bad from the time he gave his last deed to Mr. Francis. Mr. Francis signed a bond, at my request, due from Mr. Waller to me, about the time that this deed of trust was executed.

Question by Pff. Did you not credit Mr. Waller at your store up to the time of his death?

Answer. I did for small amounts, but thought at the time it was exceedingly doubtful whether I should ever get any thing from him.

Question by Pff. How many deeds of trust were made from Mr. Waller to Mr. Francis?

Answer. Only one to my knowledge.

Question by same. Do you not know that Mr. Waller kept a Blacksmith, and a woodshop from the year 1843 up to the time of his death?

Answer - He did.

Question by same. Did you not regard the income from these shops lucrative?

Answer. I did.

Question by same. Was not the Blacksmith shop largely patronized?

Answer. He did more ^{work} than the ordinary Blacksmith shops. I mean that the income from his shop was more than average from the Blacksmith shops in the County generally. I consider that he had the best farmers' Smith in the County.

Question by same. What do you suppose was the income of the Blacksmith shop -

Answer. I should suppose from \$200 to \$500.

Question by same. Did he not pay you, that is, did not Mr. Waller pay you shop accounts in lieu of money for his own accounts?

Answer. I think he did.

Question by same. Did not Mr. Waller trade with you up to the time of his death?

Answer. He did.

Question by same. Did you not sell Mr. Waller during this groceries?

Answer. I think I did.

Question by same. How long have you been

engaged in merchandizing -

Answer. About eighteen years.

Question by same. What amount of goods have you sold during that time -

Answer. About three hundred thousand dollars.

Question by same. What is the amount of bad debts that you have made during that time?

Answer. Between \$500. and \$1000.

Question by deft. What amount of goods have you sold Mr. Waller since 1843?

Answer - I can't say, but I suppose he sold him the most of the goods that he bought in the County -

Question by same. What proportion of the goods that he bought during the year, do you suppose you furnished him.

Answer - I suppose not more than one half, or one third - I mean groceries as well as dry goods. And further this deponent saith not -

Ans. E. Pope

John Barham being first duly sworn deposes and says as follows -

Question by deft. At what time did ~~James~~ ^{Miles James} ~~Barham~~ live on the land of Benj. E. Pope?

Answer. I am positive he lived there in 1842 or 1843.

Question by same. What proportion of time

did Mr. Waller keep a woodshop from 1843 up to the time of his death?

Answer - I knew that he had a woodshop only eighteen months during that time - A man ^{before} by the name of Harrison kept a shop there, but ^{the eighteen months alluded to} I do not know that Waller was concerned in it -

Question by same. What was the size of Mr. Waller's family from 1843 up to the time of his death -

Answer. He had between twenty and thirty in his family when I first knew them but it continued to diminish. I mean that he had this number in his family in 1843, but it continued to grow up from that time.

Mr. Waller entertained a great deal of company, more so than any man in the neighborhood.

And further this deponent says the not -

Wm. B. Barker

^{Mar 1844} William being first duly sworn deposes and says as follows -

Question by deft. What was the condition of the credit of Mr. Waller from 1843 up to the time of his death? And what do you know about Mr. Francis having furnished him with provisions, iron and other articles for his shop?

Answer - About that ^{time} I did not know much.

about the credit of any one, but from circumstances that have come to my knowledge since I think his credit must have been bad. I lived with Mr. Francis in 1842, 1843 and up to the last day of March 1844, and during that time Mr. Francis furnished Mr. Waller with corn, bacon, and iron, and I think with some brandy.

Mr. Francis not only furnished him with provisions for his own family, but I recollect that he sold him two wagon loads of bacon which Mr. Waller sent to Petersburg and received the money for.

Question by same. What was the size of Mr. Waller's family at the time of his death -

Answer. His family consisted of fourteen to my ~~knowledge~~ ^{knowledge}, and probably more -

Question by Pff. What time did Mr. Francis sell Mr. Waller the bacon referred to above, that ~~is~~ the two wagon loads sent to Petersburg.

Answer. It was during the time that I lived there, either in 1842, 1843 or 1844.

Question by same. Did you know that Mr. Waller did not pay Mr. Francis for this bacon at the time that he bought it?

Answer. I do not know.

Question by same. On how many other occasions do you know that Mr. Francis furnished Mr. Waller with bacon, and in how large quantities?

Answer - I could not say positively how often,

or how much - I was quite a youth at the time.
Question by same. Were you not boarded
out at school during a part of that time?
Answer. I was at a boarding school eight
nine days during that time, but came to
Mr. Francis' every week.

Question by same. Was not a large portion of
this corn and bacon furnished previously to
September 1843.

Answer - A part of it was, but I can't
say how much.

Question by same. How often did Mr. Francis
furnish Mr. Waller with brandy.

Answer. I do not recollect positively
that he ever furnished him with any, but
think that he did once with fourteen
gallons.

Question by same. Do you know that Mr.
Waller did not pay Mr. Francis for these
articles either in money, or shop accounts?

Answer. I do not know -

Question by same. Did you see these
articles furnished to Mr. Waller, or did
you hear Mr. Waller, or Mr. Francis say
that they were delivered?

Answer. I never heard Mr. Waller say
any thing about it, but heard Mr. Francis
say that he had furnished him with corn
bacon and other articles bought in Petersburg.

9
I saw corn, bacon and iron delivered to him.
Iron only once, but I could not say how often
he furnished corn and bacon. ~~but that it~~

~~Question~~ Question by same. Was it as often as ten?
Answer - I think it was.

Question by same. Do you think it was twenty?
Answer. I do not know.

Question by same. Did Mr. Waller have a farm.
And what was the extent of it?

Answer - He did have a farm, but I do
not know positively the extent of it. He kept
from three to six horses but I do not know
whether they worked in the farm or not.

Question by deft. Was one of Mr. Francis'
negroes employed in the blacksmith shop
of Mr. Waller, and how long was he employed?

Answer. One of them was employed in
his blacksmith shop the years 1842, and
1843, but I do not know how much longer.
And further this deponent saith not -

Jym Murfee Jr

All of the within depositions were taken
subscribed to and sworn to before me a Comm-
issioner in the Circuit Court of Northampton
this the 30th day of October 1852.

Wm. W. Both Comr

Comms. fee \$6.00
Charged to deft. }

Waller's Exor
V. { Depositions
Francis Exor

bound in by W.W. Cobb com
Oct. 30 1852.

The deposition of G. A. W. Stewson Taken by Consent, at the Office of Chamberliff & Mapenberg in the Town of Jerusalem, on the 20th day of October 1852, to be used as evidence for the plff. in a suit depending in the Circuit Court of Southampton wherein Waller Esq is plff and Francis Esq is one of the defts.

G. A. W. Stewson being first duly sworn dep. and says as follows —

I recollect that sometime about the year 1845 or 6 Mr. Watkins went over to Levi Waller and purchased from Mr. Francis some negroes that had been conveyed to him by Mr. Waller. I was with Mr. Watkins — Mr. Francis received the money for these negroes. Mr. Francis sold these negroes to Mr. Watkins. Mr. Waller seemed to give up the making of the whole bargain to Mr. Francis. I do not recollect what Mr. Watkins paid for them, but it was several hundred dollars.

Question by Plff. Were you ever at Mr. Waller's with Mr. Watkins on any other occasion on which Mr. Watkins purchased negroes from Mr. Francis, either in 1845 or 1846

Answer. I think not. He never did buy any in my presence, or to my knowledge.

Question by deft. Are you certain that the date of the purchase by Mr. Watkins from Mr. Francis

was not prior to 1845 or 1846?

Answer. I am not positively certain about it, but think that it was the time that I have stated above.

And further this deponent says the note
G A W Newcomb

The above deposition was taken, subscribed
to and sworn to before me at the place and
time mentioned above.

Corrus fee \$1.50 {
charged to the Plff. }

W. W. C. C. C. Com. not. et.

Waller's Exor
vs { Depositions
Francis Eyres

Retained with Com. report April 18
1835

The deposition of Richard C. Gray taken before William W. Cobb a Commissioner in the Circuit Court of Southampton County, to be used as evidence before the said Commissioner touching a certain matter of account referred to said Commissioner by a decree of said court at the November term 1853, in the suit of Wallis Esq or vs Francis Esq or.

Richard C. Gray being first duly sworn deposes and says as follows—

Question by plaintiff—State in what year you lived at Levi Wallis, and how long you lived with him, and state of your own knowledge whether Mr. Waller did not frequently buy the necessities of his family with his own means, and from his shop accounts?

Answer— I went to Mr. Waller to live sometime in April 1846, and remained with him until his death, which event took place sometime in October or November 1847— During the time that I remained with Mr. Waller, I know that he frequently bought the necessities used in his family ^{to wit his corn and bacon} with his own means, derived from his shop accounts and other ways— I know that his customers used frequently to send him corn, and pay him bacon in payment of their shop accounts— I lived with Mr. Waller, and worked in his shop— and I do not know of any ^{other} way in which he got the necessities ^{to wit corn and bacon} used in his family except from his own means— That Mr. Waller traded with Benjamin E. Pope, and also with Sampson B. Reese merchants in the neighborhood, who were also farmers, and ^{who} used to have their work done at the shop of Mr. Waller— I know that Mr. Waller obtained money from other ways than Mr. Francis, to buy iron for his shop. I do not know that Mr. Waller obtained any means from Mr. Francis for the purpose aforesaid.

Question by Plaintiff - Was not Mr. Waller in more straitened circumstances during the latter years of his ~~family~~^{life} than he had been previously?

Answer - Report of the neighborhood said that it was, but I know nothing about it from my personal knowledge -

Question by Plaintiff. What was the amount derived by Mr. Waller from his Blacksmith and ^{wood} shop accounts per year -

Answer - For the year 1846 The Blacksmith accounts amounted to nearly \$450, and for the year 1847, they amounted to \$437 - The accounts from the wood shop for the year 1846 from the time I commenced to work for Mr. Waller which was about May of said year, amounted to about \$260, and for the year 1847 to about \$400, or a little upwards -

Mr. Waller was entitled to the whole of the accounts from the Blacksmith shop, but to only one half of the wood shop accounts.

Question by Deft. - Do you know that Mr. Waller paid cash for all the materials used in his shops?

Answer - All that he bought except from the stores of Mr. Pope and Mr. Reese - A good many customers furnished their iron -

Question by Deft. - Do you know that Mr. Francis did not furnish Mr. Waller with any money to buy the said materials?

Answer - Not of my knowledge -

Question by same. Did not Mr. Waller say that money was more plenty ^{with him} during the time that you lived with him than it had been for a few years previous?

Answer - He did tell me that money was more plenty with him than it had been for a few years previous, and the reasons

was that there was more income from his shops -

and further this document says that

Richard B. Gray

Witness, sworn to and subscribed before me at Jerusalem on the 23^d day of March 1853 -

Wm. M. Cobb Comd.

Levi Waller
to note }

\$ 79.31.

Enclosed with Int from the 20 June last we or Either of us do
promise to pay or cause to be paid unto Peter Edwards Guardian to
Newt Harris in the Just and full sum of Seventy nine dollars and
thirty one cents, being one for value rec^d as witness our hands
and seals the 15 day of July 18 hundred and forty four.

Wm. P. Turner
Esq.

Levi Walker Seal
Nathaniel Francis Seal

On demand for value received I owe
and promise to pay or cause to be paid unto
Nathaniel Francis Guardian for William
Murfee his minor assigns the just and full
Sum of one Thousand and eleven dollars and
ninety two Cents lawful Money of Virginia
with Int Thereon from the present time
Witness my hand and seal This 20th day of
May eighteen hundred and forty one
Witness

Levi Waller Seal

James Blundy January 15th 1869 recd. one hundred
by B. B. Waller and seventy six Dollars and 24
Cents as in part of the within debt
WALLER GUARDIAN

June 19th 1843 Received one thousand and fifty Dollars
in part of the within note

Nathaniel Francis
Sept. 19th 1843. Recd. five hundred and
seventy five dollars in part of the
within note
Nathl. Francis

1847 Novr 24 Recd of J.B. Linsley trustee
to a deed of trust from Levi Waller
the sum of one thousand and twenty
one dollars + 63⁴/₁₀₀ it being the
bal in his hands after paying
two other bonds mentioned in
and leaving a bal on this
of \$420.78 Nathaniel Francis

Levi Waller
J.B. Linsley
Nathaniel Francis
Bond to William Weston
\$1071.92
\$611.92

Walleris Es'or
24 } Comm. Report.
Francis Es'or

1855 April 1st.

Levi Waller

In account with Nathaniel Francis.

			D ^r .	C ^t .
1841				
May 20	To amount of bond due this day.		1011 92	
1843	" Interest thereon to June 19 th 1843		126 47	
June 19	By amount paid this day.			150 00
" "	To Balance due Nathaniel Francis			988 39
			1138 39	1138 39
" "	To Balance due brought down		988 39	
Sept 19	" Interest thereon to this date		14 82	
" "	By amount paid this day			575 00
" "	To Balance due N. Francis			428 21
			1003 21	1003 21
" "	To Balance due brought down		428 21	
1847	" Interest thereon to Nov. 24 th 1847		107 40	
Nov. 24	By amount paid this day			121 63
" "	To Balance due N. Francis			413 98
			535 61	535 61
" "	To Balance brought down		413 98	
1849	" Interest thereon to Jan'y 15 th 1849		28 27	
Jan'y 15	By amount paid this day by B. C. Waller.			176 24
" "	To Balance due N. Francis			266 01
			442 25	442 25
" "	To Balance due brought down		266 01	
Sept 17	" Interest thereon to this date		10 64	
" "	By amount paid this day by B. C. Waller.			100 00
" "	To Balance due N. Francis			176 65
			276 65	276 65
" "	To Balance due brought down with \$176 65 interest thereon from this date till paid.			

And in addition to the said balance, the Commissioners report a bond due N. Francis, for the sum of \$79 31 with interest from June 30th 1844, which was paid by the said Francis as security to the said Waller, to Peter Edwards.

Respectfully submitted,
Wm. C. C. C. C.

Commissioner's office.

March 23^d 1853

In obedience to a decree of the Circuit Court of Southampton County rendered at ~~November~~ Term 1852, in a suit therein depending between Wallis Esq and Francis Esq, the Commissioner gave notice to the parties that he would proceed on the 23^d day of February 1853, at his office in the town of Jerusalem, to take and settle the account required by said decree: at which time and place the notice was returned to him executed: and by consent of parties the taking of said account was adjourned to the 23^d day of March 1853, at which time and place the Commissioner proceeded to take the foregoing account which is herewith returned. He reports that the evidence filed in the said cause was the only evidence used before him with the exception of the deposition of Richard C. Gray which was taken by him, and is herewith returned. The plaintiff by his counsel appeared before the Commissioner and contended that the sales of the slaves Marrow, Billy and Henry in the proceedings mentioned, amounting to \$650.00 made in December 1844 as alleged by him, should be allowed as a credit to the said Waller in his settlement with Francis. The Commissioner begs leave to report specially that if the Court should be of opinion that the said slaves have not been credited on the bond held by the said Francis against the said Waller, and that they should be placed as a credit on the said bond, then the amount due the said Waller from the said Francis will be \$107.66 with interest from Decr 31st 1844, together with the several payments which have been made by B. C. Waller to C. D. Barham Esq of the said Francis, since the death of Levi Waller.

All of which is respectfully submitted

Wm. H. Coble Commr.

Comms fee \$30.

Charged to C. D. Barham Esq

Walter Exor:

i $\frac{3}{4}$ Com. Report

Francis Exor:

'55 Mar 3^d

The Estate of Levi C Waller

In account with Benjamin C Waller Executor

1830			Dr.	Cr.	Paid
Jan'y 1	By bal. due Estate for last Cour: report			65 64	
1834	" Interest on \$39.84 to Decr: 31 st 1834-			11 95	
Decr: 21	To amt paid J. J. Henderson &c-	30 00			
" "	" " " Sheriff's fee-	2 00			
" "	" " " Commissioner	1 30			
" "	" " " Clerk's fee	11 28			
" "	" " " Cour: fee for report	" 73			
" "	By bal. due the Estate	12 06			
		<u>77 59</u>		<u>77 59</u>	

By bal. due Estate - all interest -

\$ 12 06

Respectfully Submitted

W. S. Goodenough Comr.

Waller Exor:

i

Francis Exor

Commissioner's office - July 20th 1853

Pursuant to the decree of the Circuit Court of Southampton County entered in the above cause at Nov: Term 1834, the undersigned Comr. has here to report the above account, showing a balance of \$12.06 (all interest) due from Benj. C Waller Exor: to the Estate of Levi Waller-

W. S. Goodenough Comr:

Cour: fee \$5 73-3
 chd in act 3

Walter. Exr:

i } Receipt
Francis Exr.

May 3^d 1855 - Recd of B. C. Walter the sum of Twelve dollars
and 06/100 - in full of a decree of the Circuit Court of the
County of Southampton in the suits of Walter Esq. v Francis
Esq: entered at May Term 1855 -

W. J. Goodwyn
- attys

Note - The above amt was retained by
counsel in part of fees due him
from Estate of St. Francis -

W. S. G.

Waller's Cove

v } Exhibit with Bill

Francis Cove

(st,

This Indenture made this twentieth day of May in the year of our Lord one thousand eight hundred and forty one between Levi Waller of the County of Southampton and State of Virginia of the first part, James B Lundy of the same County and State of the second part and Nathaniel Francis of the same County and State of the ^{third} second part. Whereas the said Levi Waller is justly indebted to the said Nathaniel Francis in the sum of two thousand eight hundred and fifty eight dollars to be paid on the first day of August next as by three different bonds one due to Nathaniel Francis guardian for William Murfee for the sum of One thousand and eleven dollars and ninety two cents, one due to Nathaniel Francis Guardian for John W Murfee for the sum of One thousand and eleven dollars & seventy four cents and one due to Nathaniel Francis guardian for Mary Murfee for the sum of Eight hundred and thirty four dollars and thirty four cents bearing date on the twentieth day of May in the year of our Lord one thousand eight hundred and forty one more fully appear, which debt with the legal interest thereon accruing the said Levi Waller is willing and desirous to secure. Now this Indenture Witnesseth that for and in consideration of the premises and also for the further consideration of one dollar of lawful money of Virginia to the said Levi Waller in hand paid by the said James B. Lundy at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, he the said Levi Waller hath given granted, bargained, sold, aliened, infeoffed, released and confirmed, and by these presents do give, grant, bargain, sell, alien, infeoff, release and confirm to the said James B Lundy his heirs and assigns forever, all that tract or parcel of land lying and being in the County of Southampton State of V^a containing five hundred acres, be the same more or less and bounded as follows North by the lands of Nathaniel Simmons, Jos^s T. Ridley and Peter Edwards, East by the lands of Peter Edwards South by the lands of Peter Edwards and West by the lands of Jos^s T. Ridley, also the following Slaves, Joseph. Willis. Nancy. Fanny, Jack. Mason. Billy. Henry. Jacob and Dred with all and singular the appurtenances to the said tract or parcel of land belonging or in anywise appertaining, and the future increase of the females of the said Slaves and all the estate, right, title and interest of the said Levi Waller in and to the said granted or intended to be hereby granted tract or parcel of land and premises ^{with its appurtenances} together with the aforesaid Slaves and the future increase of the females thereof unto the said James B Lundy his executors, administrators and assigns forever. To the only proper use and behoof of the said James B Lundy his executors, administrators and assigns forever. And the said Levi Waller, ^{ready} for himself, his executors administrators and assigns do hereby covenant and agree to and with

the said James B Lundy his executors, administrators and assigns forever to warrant and defend by these presents the right and title of the said land and premises together with the afore named slaves and the future increase of the females thereof against the claim or claims of every person or persons whatsoever. Upon trust nevertheless that the said James B Lundy his heirs, executors or administrators shall permit the said Waller to remain in quiet and peaceable possession of the said land & premises together with the said slaves ^{lands} ~~together with the increase of the females thereof~~ and take the profits to his own use until default be made in the payment of the said sum of two thousand eight hundred and fifty eight dollars with the interest and all costs either in the whole or in part, and then upon this further trust that the said James B Lundy his heirs, executors, administrators or assigns shall and will so soon after the happening of such default of payment may think proper or the said Nathaniel Francis his heirs, executors, administrators or assigns shall request sell the said tract of land and premises with the appurtenances together with the aforementioned slaves with the future increase of the females thereof or such part of the hereby granted premises as the trustee or his representative hereby authorized to act shall think sufficient for the purpose of payment of the said debt of two thousand eight hundred and fifty eight dollars interest and all costs which may accrue for ready money at public auction after having fixed the time and place of sale at their own discretion and given fifteen days notice thereof and advertising the same at three proper and fit places and out of the monies arising from such sale after satisfying the charges thereof and all other expenses attending the premises, pay to the said Nathaniel Francis guardian for the said Murgus his executors, administrators or assigns the said sum of two thousand eight hundred and fifty eight dollars with the interest and costs if any, which may thereon lawfully have accrued, for the purpose of satisfying the said debt, and the balance, if any, shall pay to the said Levi Waller, his executors, administrators or assigns. But if the whole of the said sum of two thousand eight hundred and fifty eight dollars shall be fully paid off together with all costs so that no default be made then this Indenture to be void or else to remain in full force and virtue. In Witness whereof the said parties to these presents have hereunto set their hands and affixed their seals this day and year first above written.

Signed, sealed and delivered
in presence of }
Samuel Drury
Allen B. Murfee
John A. Fitzhugh.

Levi Waller (Seal)
James B Lundy (Seal)
Nathaniel Francis (Seal)

Southampton County. In the Clerk's Office the 25th day of June 1841.
This deed of trust between Levi Waller of the first part, James B Lundy of the second part and Nathaniel Francis of the third part was acknowledged by the said Levi Waller and James B Lundy two of the parties thereto and admitted to record

Teste. J. R. Edwards Clk

Attest

Teste. J. R. Edwards Clk

Walters Exp.

to } Exhibit in the BM

Francis' Exp.

, 13,

, 37 cts,

This Indenture made and entered into this 16th of January eighteen hundred and forty three between Levi Waller of the County of Southampton and State of Virginia of the one part William M Everett of the second part & Nathaniel Frances of the third part. Whereas the said Levi Waller is justly indebted to the said Nathaniel Frances in the sum of two hundred and fifty five dollars and fifty five cents by bond bearing date the first day of January 1843 also by another bond for sixty dollars bearing date the 26th day of December 1843 and whereas the said Frances is bound as his security to Samuel & John Drewry in the sum of twenty eight dollars & fifty seven cents due the 1st day of January 1841 to Edwin Harris executor of Elizabeth Harris in the sum of Eighty five dollars and ninety cents due the 17th day of September 1840 Subject to a credit of Nineteen dollars & sixty five cents to Peter Edwards by bond bearing date the 22nd day of December 1842 William Cropper by note of two hundred and fifty dollars bearing date the 17th day of September 1840 and is willing and desirous to secure him first the payment of his own note and render him secure in the premises. This Indenture therefore Witnesseth that for and in consideration of the premises and the further sum of one dollar to him in hand paid by the said William M Everett at and before the making and delivery of these presents the receipt whereof is hereby acknowledged, he the said Levi Waller hath given, granted, bargained sold and by these presents doth give, grant bargain, sell and confirm unto the said William M Everett and his assigns forever the following property to wit. One negro girl by the name of Betsy, also one name Eliza, one negro man name Sam, also one tract or parcel of land lying and being in the County of Southampton adjoining the lands of Peter Edwards, William Morrell & others containing One hundred & fifty acres more or less. Upon trust Nevertheless that if the said Levi Waller shall well and truly pay unto the said Nathaniel Frances the above sums due to him individually and shall pay the above named sums for which the said Nathaniel Frances is bound as his security then these presents are to be null and void else it shall be lawful for the said William M Everett after giving the said Waller ten days previous notice of the time and place of sale and of the proceeds pay and satisfy unto the said Nathaniel Frances the within named sums of money & interest together with the expenses hereof & the surplus if any pay unto the said Waller. Given under our hands & seals the day & year first herein written.

Levi Waller (Seal)
W. M. Everett (Seal)

Southampton County In the Clerks Office the 16th day of January 1843.

This deed of Trust between Levi Waller of the first part William M Everett of the second part & Nathaniel Francis of the third part was acknowledged by said Waller & Everett two of the parties thereto & admitted to record.

Teste. L R Edwards Clk

Attest

Teste. L R Edwards Clk

Wallers Exr

to } Exhibit with Bill.

Francis Exr

(C)

This Indenture made and entered into this 2^d day of May one thousand eight hundred and forty three, between Levi Waller of the first part. William D. Clarke of the second part. Nathaniel Francis and B. E. & M. P. Pope of the third part. All of the County of Southampton and State of Virginia. This Indenture Witnesseth that whereas the said Nathaniel Francis is bound as security for the said Levi Waller in a bond due John Inry for One hundred and twenty eight dollars and 25^{cts} of even date with this Indenture and on demand the 25th day of December next, and furthermore the said Levi Waller is justly indebted to the said Nathaniel Francis in the sum of two hundred and twenty dollars due by bond and of date with this Indenture. Also the said Levi Waller is indebted to the above named B. E. & M. P. Pope in the sum of One hundred dollars due by bond and of even date with this Indenture. And the said Levi Waller being willing and desirous to secure the above mentioned debts interest & costs. Now this Indenture Witnesseth that for and in consideration of the premises and also for the further consideration of one dollar to him in hand paid the said Levi Waller in hand paid by the said William D. Clarke at or before the sealing & delivery of these presents the receipt whereof is hereby acknowledged, he the said Levi Waller hath given, granted, bargained & sold and by these presents doth grant, bargain & sell and confirm to the said William D. Clarke his heirs and assigns forever, the following property to wit. One negro man Dave, six beds & furniture, three tables, one desk, one sideboard, twelve sitting chairs, six pots, one large kettle, three ovens, two frying pans, with all other household and kitchen furniture, farming utensils of every kind one still, cask, worm and tub, one cotton gin, one cider mill, sprigs, fifty cider casks, one tan vat, Blacksmiths & shop joiners tools, one waggon, two horse carts, wheels & gear, six ploughs & traces, one lock chain, three head of horses, two head of cattle, thirteen head of sheep, fifty head of hogs, also his, the said Levi Wallers, entire crops of every kind made by him this year 1843, say crop of Corn, fodder, cotton, peas, potatoes apple brandy, wheat & shucks. To have and to hold to his the said William D. Clarke proper use and behoof forever. Upon trust Nevertheless that the said William D. Clarke shall at the request of any one of the aforesaid parties, after giving reasonable notice of time and place of sale, sell at public auction for cash all the property hereby conveyed or so much thereof as will satisfy the above named debts, interest & costs, and out of the proceeds first pay the expenses thereof, then pay the several debts aforesaid, say the debt due John Inry which the said Nathaniel Francis is bound as security for, the debt due Nathaniel Francis and the debt due B. E. & M. P. Pope, and the balance if any pay over to the said Levi Waller or his legal representative. And the said Levi Waller doth covenant with the

Said William D. Clarke that he is possessed of an absolute fee simple right in the property conveyed and that he will forever warrant & defend the same against himself and all other persons whatsoever. In testimony whereof we and each of us have set our hands & seals the day and year first written.

Signed sealed and delivered
In presence of }

Levi Waller (Seal)
Wm D. Clarke (Seal)
Nathaniel Francis (Seal)
N. E. & W. P. Pope (Seal)

Southampton County

In the Clerk's Office the 6th day of May 1843

This deed of trust between Levi Waller of the first part, William D. Clarke of the second part, Nathaniel Francis & N. E. & W. P. Pope of the third part was acknowledged by Waller, Clarke & Francis three of the parties thereto and admitted to record -

Teste. L. R. Edwards C. C.

Attest

Teste. L. R. Edwards C. C.

Wallers Err

is } Exhibit with Bell

Francis Err

, D,

Inventory and Account of Sales made by J. B. Lundy Trustee under a deed of trust executed by Levi Waller to Nathaniel Francis Bon for Murfrees and recorded in the clerks Office of Southampton County on the 25th day of June 1841. Sale made Nov. 24th 1847.

Jos	bought by	R R Agland	611	00
Willis	ditto	Jos. H. Barham	500	00
Dred	ditto	Jos. B Lundy	550	00
Jacob	ditto	Wm. H. Jarratt	480	00
Jack	ditto	Jos. Edwards	202	00
Two small children	ditto	Ditto	125	00
500 acres Land more or less	ditto	Benj. O. Waller	364	00
			\$	2832 00
Trustees Commissions				141 00
				2690 40
Deduct amount to pay clerk for return				1 50
				2688 90
Paid to Nathl. Francis Bon for Mary Murfee bond due 20 th May 1841. \$834.34				
Int. from 20 th May 1841 to 24 th Nov. 1847			325.94.	
Paid same Bon for John W Murfee bond due 20 th May 1841. 1011.74				
Interest.			395.25	
Paid to same Bon for William Murfee bond for 20 th May 1841. \$1011.92				
with his credits so as to make principal & Int. at this time \$542.41			121.63.	2688.90
leaving a balance due after selling all the property found, decreed of \$420.78.				

J. B. Lundy Trustee
Nov 25th 1847.

Southampton County In the clerks Office the 14th day of December 1847.

This account of Sales was returned and admitted to record.

Teste. J. R. Edwards Clk

Attest

Teste. J. R. Edwards Clk

Walters Esr

to } Exhibit with Bill

Francis Esr.

, E ,

Account Sales of Leve Wallers property sold by Will. M. Everett Trustee. Nov 24. 1847
agreeable to Deed of trust of the 16th of January 1843.

Negro Girl Betsy	James Drury	487	00
" ditto Eliza	Peter Edwards	390	00
Negro man Sam to be supported at	Benj. C. Everett		
" 150 acres of land call Popes place	Wm. R. Worrell	190	00
full amount of Sales		1061	00
To amt. paid B. C. Everett for support of Sam	89	50	
To Will. M. Crookers note principal & Interest.	315	21	
To J. & Jm. Drury note. principal & Interest.	91	04	
To Peter Edwards note & Interest with a credit deducted	75	00	
" Nathaniel Francis note & Interest.	330	59	
" Nathaniel Francis another note Prin: & Interest of	71	19	
" an account paid for clothing for negroes &c	3	73	
" another account paid for brandy furnished for sale	3	75	
" Commissions charged at 5 per cent on \$1061.00	53	05	
" Amt returned to pay clerks fee	2	00	1035.06
Amt. Due.			25.94

Southampton County In the Clerks Office the 22nd day of December 1847.
This account of Sales was returned and admitted to record.

Teste. J. R. Edwards Clk

Attest

Teste. J. R. Edwards Clk

Wallers Exr

~ } Exhibit with Bill

Francis Exr.

(F)

Aect. Sales of Levi Wallers property sold by W.D. Clarke trustee Nov 26/

1847-

1 Negro man Dury
1 Waggon
1 horse cart

Benj G. Waller
D.H. Dringdale
Edward Beaton

\$	453	00
	15	25
	9	25
\$	477	50

Charges

To Comt 5 p^{ts} on \$477.50
" Cash paid Clerk & Cryer
" " paid for recording sales
" " paid printers bill
" Amt paid 2 bonds to Waller
" " paid Executor

23.87		
4.00		
.50		
2.50		
438.58		
8.05	477	50

Respectfully Submitted

W.D. Clarke

Southampton County In the Clarks Office the 14th day of December 1847.

This account of Sales was returned and admitted to Record.

Jesse L.R. Edwards