

1859-007

SOUTHAMPTON COUNTY
CHANCERY PAPERS

JOHNSON et al vs. BRANTLEY et al

5/1859

other surnames: Walton,
Merritt, Peete, Drayhan,
Ross, Smith, Roberts,
Draughan, Goodrich
Emmerson, Johnson, Walton &
Company, Draughan

to 35

Johnson

v. } Papers

Brantley &

Johnson & Co

Stat. Rules

Brantley & Co

Southampton Circuit Court

James Johnson, D. I. Walton, A. T. R. Merritt, W. H. C. Merritt & Geo. W. Fute

against

H. L. Brantley, Walter Drougham, P. W. Rofs, A. Emmerson, Sophia L. Smith & John A. Roberts, & G. B. Goodrich

1858 Apr. 1st. Bill filed. Bond & Security given & Subp^a & Inj^a issued. returnable to April Rules. directed to Sheriffs of Southampton & Greenville Counties.

" Apr. R. Subp^a & Inj^a ret^d. Not executed. another Subp^a & Inj^a issued directed to Sheriff Norfolk County. v. Deft^s

" Apr. Rules (Last Monday) Subp^a & Inj^a ret^d. Executed on A. Emmerson. the other Deft^s not residents. D. Hise & Dft. Emmerson making G. B. Goodrich Dft.

" May. T. Amended bill filed by leave. Apr: an^d 1st.

" June R. Bill taken for confessed as to Dft. Emmerson. Or. Pub. & Dft. Brantley, Drougham, Smith & Roberts. Sum^s a Dft. Rofs & Goodrich

" July. Sum^s & Dft. Rofs & Goodrich ret^d. Executed. D. Hise & them.

" Aug. Bill taken for confessed as to Dft. Rofs & Goodrich

" " Cause set for hearing as to Dft. Rofs & Goodrich.

" Nov T. Ans^r. of Walter Drougham. Sophia L. Smith & J. H. Roberts rep: thereto & Dece 1st

1859 May " Rep^d & final decree

1858 Peffs Costs

blk.	// 16.31
Shff. Not. b.	30
" Brunswick	1.00
Or. Pub	2.50
Law 1 st	<u>16.50</u>

// 36.81

Defts. Smith, Draugham & Roberts costs

blk.	// 5.83
Law	<u>15.00</u>

20.83

Johnson tag
on ~~Bill~~ Bill
Brantley tag

1856 Apr. 1st Bond to Sup. given &
promised.

To the honorable Richard H Baker Sheriff of the
County of Southampton County, law-
fully complaining, sheweth unto your honor.

Your Oration James John-
son, D. S. Walton, A. T. Ballentine and D. H. L.
Mcmer, and Geo W Pate, that on the 11th
day of December 1856, your Oration entered
into an Agreement, (which is herewith
felicit marked it") with one H. L. Brantly
of Fayetteville N.C., for the sale of a large
body of land and Saw Mill property,
which is described in said Agreement. That
by the said Agreement the said Brantly
agreed to pay \$12,000 for the said property,
\$4,000 in cash; \$2,000 by note at 90 days,
and the remaining \$6,000 to be paid in one
and two years from the date of the said
Agreement, with interest, for which he
was to execute his two bonds, to be secured
by a deed of trust upon the property, ex-
ecuted and delivered simultaneously by
both the conveyance thereof to the said
Brantly - Your Oration state that said
Brantly did pay the cash instalment of
\$4,000, and also the note at 90 days, and
executed his bonds each for \$3,000, pay-
able by your Oration as aforesaid; That on the
day of January 1857, your Oration executed
and delivered a deed of bargain and sale to
the said Brantly for the property described
in the said Agreement according to the
terms thereof, and that on the same day, the
said Brantly and his ^{now deceased} wife, executed and
delivered to your Oration a deed of trust up-
on the said property, to secure the payment

of his said two bonds aff \$3.00 each, both
of which deeds were sent to the Clerk
of Southampton County to be recorded, but
the deed of trust, owing to some infor-
mality either in the acknowledgment of
the parties or in the Antifacities of acknowl-
edgment, was not admitted to record, but was
returned to one of your orators, to have
the error or omission corrected, but in its
transit from one point to another was
misplaced, and lost sight of and has
not yet been duly admitted to record;
A copy of the said Deed of Bargain and
Sale was filed in his suit as an exhibit
marked B, as soon as the same can be
procured, and the original Deed of Trust
now in the hands of Counsel in the County
of Henrico, or a copy thereof, will also
be filed in his suit as soon as the same
can be obtained, as an Exhibit marked "C".
Your orators for the State that some time
after the said bonds were given, your
orators applied them for valuable Con-
sideration to one P. W. Rapp of the City of
Petersburg, who on the 5th day of February, 58
(the said bonds having fallen due, and were
not having been paid, either by your orators
or to the said Rapp) instituted an action of
Debt upon them, against the said H. L.
Brantly, in the Circuit Court of Southamp-
ton County, and sent out an attach-
ment against the said Brantly as a
Non-resident of the State of Virginia,
which attachment was executed on the
25th day of February, 1858, by the Sheriff of

And your orator believe and therefore charge that the said Sophia L. Smith and
Joseph H. Roberts, but particularly the said Smith has notice of the said certificate
to your orator, and knew that they claimed a lien by deed of trust, upon the said property.

Southampton County by buying the same
upon so much of the land in question as
lies within the said County of Southampton,
450 bushels of corn, 23 head of cattle, one re-
fractory named Dick, and 5 stacks of fodder,
all of which will appear from the Anti-
quit copy of the proceedings of saidROP in
his said suit, the same filed as an exhi-
bit marked D and prayed to be taken
as part of this bill -
Your orator for the State and Shon unto
your honor, that on the 20th day of February
1858, the said H. L. Brasly executed a deed of
trust to one Walton Drayton of Fayette
with North Carolina, whereby he conveyed
to him all of the property aforesaid which
was purchased from your orator, for the
purpose of securing sundry large debts, alleged
to be due from him to Sophia L. Smith
and Mrs H. Roberts, of the said State of
North Carolina, which deed was admit-
ted to record in the Clerk's office of South-
ampton County on the 8th day of March
1858, as will appear from a certified
copy of the said deed herewith filed marked
E, and prayed to be taken as part of this
bill - This deed of trust makes no pro-
vision at all, for the said two bonds given
by our orator, and your orator believe
that said Brasly did not know, when
said deed was executed that the deed
of trust previously executed for the benefit
of your orator had not been recorded,
but on the contrary, that he took it for
granted the former deed had been duly

accounted, and that he assigned the latter tract
to be subject to the lien created by the first;
But if they are wrong in their supposition
and said Brantly did know that the for-
mer tract executed by our orator, was still
unencumbered, then the execution of the
last named deed, may be a fraud upon
your orator, and ^{in either event} they are entitled to
relief in Equity, and to have the said
property first subjected to the payment
of the bond held by said Raf. aforesaid,
for the payment of which your orator
will be bound to the said Raf, if he fails
to take the money out of the said Brant-
ly's trust property above mentioned; For
your orator and adviser are believe,
and therefore charge that the said Brant-
ly has no other estate within the Com-
monwealth of Virginia, and if the said
property or its proceeds get into the hands
of the said Brantly or his said sister
who is a resident of another State,
your orator truly believe and fear
that the ~~claim~~ right and power of
your orator to subject it to the payment
of the claim held by the said Raf, will
wholly fail in
your orator for the state and show that
the said Brantly has advertised the said
property for sale, as will appear by a copy
of his advertisement, herewith filed, on
the 31st day of February 1858, and that
he is seeking and expects to get rid of
the attachment of the said Raf aforesaid
upon some technical ground, thereby leaving

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your orator to pay the bond held by
the said Raf, and without the power
to indemnify themselves;
You orator file herewith a letter from
L. R. Edwards, Clerk of Lee County
showing that the deed of trust
above referred to, made by said Brantly
to A. Emerson as trustee, for your orator
benefit, was only sent to the said Club
for record as above alleged -

In due consideration whereof and
for as much as your orator are some-
what in the premises saved by the interven-
tion of a Court of Chancery where
matters of this sort are properly cogniz-
able, to the end therefore they pray that H.
L. Brantly, Walter Drayton, J. R. Raf. et
Emerson, Sophie L. Smith & John H.
Roberts may be made parties defendant
to the bill and required to answer the
same upon oath, that the said Brant-
ly and Drayton, their agents and all
others concerned, may be enjoined and
inhibited from selling or disposing of the
property in the bill and proceedings men-
tioned until the further order of this
Court - that the deed of trust to
your orator may be established and
sustained, the property subjected to the
lien thereof, and the claim of the said
Raf. satisfied out of the same - And
that all other and further relief
forthcoming and special may be
granted by our orator in the
premises, such as the nature of the

Can require and Equity and good
Conscience demand, Pray and Summons
upon, and your Obedience will ever pray to
Bulwer

City of Norfolk, Brit

D. S. Walton this day made
oath before me that the facts stated in
the foregoing bill are true to the best of
his knowledge and belief

Given under my hand this 29th day of
March 1858—

Geo T. Hall
Notary Public

Johnson

of 3 Am. Bice
Brantly

1888 May Term

c. To the Honorable Richd. W. Baker judge of the
Circuit Court of Southampton County
humbly complaining, sheweth unto your Honor
your Orlator Jas. Johnson, S.S.
Walter, W. E. Bennett, A. J. B. Elliott and
Geo. W. Rife, by way of amendment to their
original bill filed in this court on the
first day of April 1858, against A. L. Brantly
and others, that owing to the great haste
with which your complainants were
obliged to prepare their said original bill,
on a true error not affecting the merits
of the case were committed, to wit, the said
Rife is a copier and holder of only one
of the said \$3000 bond a note, the other
note, which falls due on your Orlator be-
fore, on the 11. Dec. 1858, being held and
owned by S. S. Goodrich of the County
of Brunswick; Your Orlator now says
also in stating Peterburg to be the place
of residence of the said Rife, who as your
Orlators have since learned, is also a
resident of the County of Brunswick;
In Thine Consideration whereof, and for
as much as, Your Orlators pray that the
said S. S. Goodrich may be made a party
defendant to this bill, and required then
and now to make haste, as also to the
said original bill; that the note held
by the said Goodrich may be paid or
provided for out of the property in
the original bill mentioned, the sale
of which was enjoined; that all other

May pay and proper relief may be granted
to the premium, and you are then nice
in your case.

Baku to

Johnson Walton & Co
2 } answers
Brantley & Co

1858 Nov 11. Filed by Court

The answer of Sophia L Smith one of the Defendants
to the bill of complaint filed against her and others by
James Johnson & P Waller A T B Merritt W H E Merritt
and Geo. W Peete

This Defendant now and at all times saving and
reserving all benefit and advantage of exceptions that
can be taken to the said bill, for answer thereto or unto
so much thereof as she is advised it is material or
necessary to make answer unto, answering said bill;
That it is true as stated in the bill that H L Brantley
on the 20th of February 1858 executed a deed of trust to
Walter Brantley to secure debts due this Defendant
and Geo H Roberts which was recorded in the Clerk's
office of Southampton County, on the 8th of March 1858.
That the said H L Brantley was justly indebted to this
Defendant in the sum of \$8420 for money loaned
and being so indebted he executed the deed as aforesaid
to secure the same. That this Defendant had heard
that H L Brantley had purchased the property in
the bill mentioned from the said Plaintiffs, but
that she did not know the particulars of the con-
tract or the manner in which the payments were
to be made, nor did she know anything of the bonds
executed to the Plaintiffs by the said H L Brantley and
afterwards assigned to P W Noffs, ^{or G G Goodrich} or of the action of debt
or of the attachment sued out against the said H L
Brantley as mentioned in the bill; And this Defen-
dant expressly and positively denies that she had
notice that the Plaintiffs claimed a lien by deed of
trust or otherwise upon the property conveyed by the
said deed from the said H L Brantley on the 20th of Feb-
ruary 1858 as charged in the bill. That the said H
L Brantley being justly indebted to her as aforesaid
and having offered to secure her by the said deed of the
20th of February 1858 and she having no notice of any,

precious incumbrance has not committed a fraud
either morally or legally in accepting the same,
but that the Plaintiffs having neglected to record
their deed and slept upon their rights have thereby
forfeited them and that their said deed of trust of the
12th of December 1856 is void as to this Defendant:
All of which this Defendant is ready & willing to main-
tain and prove, and having answered the prayer herein
to be dismissed with her reasonable costs and charges
most wrongfully sustained

Chambliss & Massey
attys for Defendant

Sophia L Smith makes oath that
the matters and things stated in this
answer of her own knowledge are true
and those not so stated she believes
to be true - Oct. 23. 1858.

Witness

W. J. Anderson
Not. Pub.

Sophia L Smith

Witness

State of North Carolina
Cumberland County

I William J. Anderson Notary Public
in and for the County & State aforesaid, duly
commissioned & sworn, do hereby certify that
on this 23rd day of October 1858. personally appeared
before me, Mrs. Sophia L. Smith, to me well known,
and subscribed to & made the foregoing affidavit.

In witness whereof I have hereunto
set my hand & affixed my Notarial
Seal this 23rd Oct. 1858.

W. J. Anderson
Not. Pub.



Johnson, Walter & Co
2 1/2 answers
Brantleyde

1858 Nov. 11. Filed by Lawl.

The answer of Walter Draughon one of the Defendants
to the bill of complaint filed against him and others by
James Johnson, D L Walton & J B Merritt, W H E Merritt
and Geo. W Peete

This Defendant now and at all times saving and
reserving all benefit and advantage of exception
that can be taken to the said bill, for answer thereto
or unto so much thereof as he is advised it is ma-
terial or necessary he should make answer unto
answering saith; That it is true as stated in the
bill that H L Brantley on the 20th of February 1858
executed a deed of trust to this Defendant to secure
the debts therein mentioned due Sophia L Smith
and Geo H Roberts which was recorded in the Clerk's
office of Southampton County on the 8th of March 1858
That this Defendant at the time the said deed was
executed and recorded had no notice of the deed of
trust mentioned in the Plaintiffs bill as executed
by the said H L Brantley on the 12th of December 1856;
and that this Defendant knows nothing of the
other allegations in the Plaintiffs bill, and having
answered the prayer hereof to be dismissed with
his reasonable costs and charges most wrongfully
sustained

Chambliss & Napier, tunc
attys for Defendant

Walter Draughon maketh oath that the matters and things
stated in this answer as of his own knowledge are
true and those not so stated he believes to be
true, ~~Subscribed before me this 15th Oct 1858.~~

Witness

W. J. Anderson

Not. Pub.

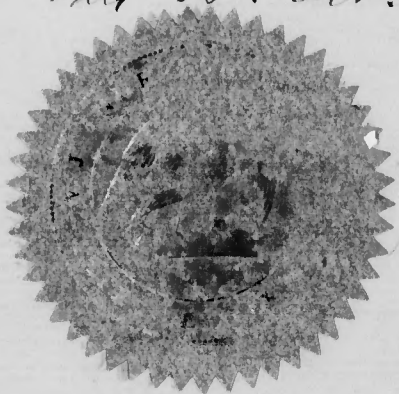
W. Draughon

State of North Carolina
County of Cumberland

I William J. Anderson Notary Public
in and for the County & State aforesaid, duly -
commissioned & sworn, do hereby certify that
on this 15th day of October 1858. personally appeared
before me Nathaniel Draughon, to me well known,
& subscribed to & made the foregoing affidavit.

In witness whereof I have hereunto set
my hand & affixed my Notarial Seal
this 15th Oct. A.D. 1858.

W. J. Anderson
Notary Public



Johnson Walton & Co

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101 Brimley Street

Answer

J H Roberts

1858 Nov. 11. filed by Lewis

The answer of J^d Roberts one of the defendants
to the Bill of Complaint filed against
himself and others by Johnson Walton &c.

This defendant now and at all times
hereafter saving and reserving to himself
all benefit and advantage of exception
which can or may be made or taken to the
said Complainants Bill, for answer thereto
or unto so much thereof as he is advised is
material or necessary to answer unto.
Answering Smith.

That it is true that H^d L Brantley as stated
in the Complainants Bill did execute a
Deed of Trust to Walter Draughon to secure
debts due to this defendant and Sophia
& Smith. which was recorded as this defendant
recollects and believes on the 8th of March 1858.
That the said H^d L Brantley was justly indebted
to this defendant in a sum larger
than that secured and provided for in
said Deed of Trust. but to what precise
amount this defendant cannot say with-
out a reference to his Books & papers; but
he is positively certain that it was to a
greater amount than Eight Hundred
dollars, and that being so indebted H^d L
Brantley executed the Deed of Trust for
the purpose of securing himself this def-

=endant upon the 20th of February 1858, as
well as Sophia J Smith. That this defendant
had heard that the said Brantley had
purchased property in the State of Va.
but knew nothing of the terms of the
contract, how the payments were to
made, nor of any Bonds executed there
for, to the plaintiff nor anybody else
nor of any endorsement to P W Rof
nor any one else. He did not know of
any legal process against the said
Brantley of any kind for the security,
or collection of the said Bonds, as
charged in the Bill of Complaint nor
of any other process. And he most expre=
-ly and positively denies any knowledge
of any incumbrance, by the plaintiffs
upon the property, as charged in the
Bill of Complaint or of any other in=
-cumbrance whatsoever, at the time
of the execution of the Deed made for his
benefit, and further answering he says
that he did not know of the deed made
by H B Brantley on the 20th February until
after the execution of the same. That
he did not procure the writing nor ex=
-ecution of it, nor have any connexion with it,
in any way until after the deed
execution, thereof. That it was not made

not registered by him with any intention
of defrauding the Plaintiffs of any
debt or encumbrance upon the property
mentioned by Plaintiffs Bill, but that
he was provided for and secured without
his knowledge or procurement, and
that he has not and did not commit
a fraud in subsequently accepting the
same, but that the plaintiffs having
neglected the recording of their deed
as admitted by them have no equity
against this defendant. Their deed
being void as to him,

All of which he is ready to main-
tain and prove when called on by this
Honorable Court. And having answered
he prays hence to be dismissed with
his reasonable costs in this behalf
most wrongfully expended.

J H Roberts makes oath that the matters and
things stated in this answer as of his own
knowledge are true and those not so stated he
believes to be true

~~Sworn & subscribed before me this 15th Oct 1858.~~

Witness
W. J. Anderson
Not. Public

J H Roberts

Over

State of North Carolina }
Cumberland County }

J. William J. Anderson Notary Public
in & for the County & State aforesaid - duly commissioned
& sworn - do hereby certify that on this 15th day
of October 1858. personally appeared before me
J. H. Roberts, to me well known, & subscribed
to & made the foregoing affidavit.

In witness whereof I have hereunto set my
hand & affixed my Notarial Seal, this 15th
Oct. A.D. 1858. -

W. J. Anderson
Notary Public



Johnson

is } seen

Brantley L.

Nov. June 1858.

To be entered

R. H. B.

Johnson, Nathan Hco.

vs.

Brantly &c

This cause in which the Plaintiffs have
procured against the Defendants, H. L. Brantly in the
mode prescribed by Law. against absent Defendants,
came on this day to be heard on the original and amun-
-da bills, taken for contempt at the Rules, as to the
Defendants, J. Emerson, P. W. Rop, & G. G. Quorick
on whose process has been duly served, and they
still failing to appear and answer. On the answers
of the Defendants, Walter Drayham, Sophia L Smith
and J. H. Roberts, this day taken by leave of the Court,
general applications to the said answers, and exhibits
filed and was argued by counsel. On consideration
whereof, the Court, without deciding any question
involved in this cause, doth agree upon and
decree, that J. R. Chamberlin, E. W. Wapenburg and
Richard H. Dake jr. who are hereby appointed Com.
for the purpose, proceed after having advertised
the time place and times of sale in some newspaper
published in Norfolk and in Petersburg, for at
least one month, to sell at public auction
to the highest bidder, the several tracts of land
saw mill, & fixtures and the personal Chattels in
the bill and proceedings mentioned, upon the
following terms - to wit, The said personal Chattels
for cash, and the lands & saw mill (known as
the "Enterprise Mills") for cash sufficient to
pay the costs of suit, and expenses of sale; and
as to the balance, upon a credit of one & two years,
equal installments - taking from the purchaser
two hours, in equal amounts; with interest from
the day of sale, and retaining the title until the
further order of the Court, and that ^{the} ~~the~~ same be

bonds, together with their report to court.

But this order shall be suspended, until the bonds aforesaid - or one or more of them, with and have with sufficient security, in the Clerk's office of this Court, in the penalty of \$10,000. conditioned for the faithful performance, of their duties under this order, And liberty is awarded to the Plaintiff, to amend ~~the~~ their bills filed in this case, within ninety days from the date of this order.

X

Johnson &
as ~~by~~ Deane
Brantley &c

May co. 1859.

To be entered

R. H. Baker

Johnson &c

vs

Deane

Brantley &c

This day this cause came on again to be heard on the papers formerly read on the report of Commissioners Chambliss Baker & Maffentburg made pursuant to the order of the November Term 1839 to which report there is no exception and on the paper marked H stating the terms of a compromise between the Plaintiffs and Defendants and was argued by counsel, on consideration of the court, adopting the said compromise set forth in the paper marked H as ^{the basis of this decree} ~~the judgment~~ and confirming the said report ^{by consent of parties} doth a judge order and decree that the said Commissioners Chambliss Baker and Maffentburg ^{or some one of them} execute a deed with special warranty conveying the lands in the proceedings mentioned to Peter Edwards, & make report thereof to the Court -

J. Simon Jr
to } affs.

Brambley &

1858 May 7

John G. B.

vs

Brantley G. B.

} Chs.

Richard H. Parker Jr. this day in and oath before ^{me} Clerk of the ~~Circuit~~ of the Circuit Court of Southampton County that H. B. Brantley, Clerk in Default, Trustees Sophia B. Smith & John H. Roberts, Defts. in the Chancery Suit of John G. B. vs. Brantley & depend ing in said Court, are not residents of the State of Virginia as he verily believes

J. R. Edwards Ck

Johnson & Co
2 3/4 aff.

Brantley &

1858 May 9th

Southampton Circuit Court Clerk's Office May 7th 1858

Rich^d H Baker Jr made oath before me to take of the said Court that. Is Baker, Walton
Drummond. W^m Wright & Jere. Roberts witnesses for the plaintiffs in a suit in Chancery
depending in said Court between James Johnson, D. S. Walton & others plaintiffs and
H. L. Brantley & others Defs. reside out of the State of Virginia. as he verily believes
Given under my hand this day & year above written

J. R. Edwards Clerk

The Commonwealth of Virginia,

Greenville

To the Sheriff of ~~Southampton~~ County—GREETING.

YOU ARE HEREBY COMMANDED TO SUMMON *H. L. Brantley. Walton Draughon.*
A. Emmerson. P. W. R. of. Sophia L. Smith. & John H. Roberts

to appear at the Clerk's Office, of our *Circuit* — Court of Southampton County, on the first
Monday in *April Inst.* — ~~next~~, to answer *a bill in Chancery exhibited against*
them in our said Court by Jas. Johnson. D. S. Walton. W. H. E. Merritt. A. F. B.
Merritt & George W. Carter and that they shall in no wise omit under the
penalty of \$100

and have then and there this Summons.

Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at his Office, this

April

185*9*, in the *12th*

1st day of
year of our Commonwealth.

L. R. Edwards

To inform and inhibit the Defendants H. L. Brantley & Walter Draughton
their agents and all others concerned from selling or disposing of the property in
the bill of proceedings mentioned to wit. Those lands together with their improvements
buildings, mills, mill-races, appurtenances & hereditaments. Conveyed to said
Brantley by Deed from Jas. Johnson, David L. Walton & wife A. F. B. Merritt.
H. H. C. Merritt & Geo. W. Pike, & wife. to wit. a tract of land (except the grave yard)
lying in the County of Southampton Virginia on the North side of Meherrin
River & adjoining the lands of John Edwards John Whitehead & John T.
Pate & containing from 1400 to 1600 acres more or less - also so much of a
tract of land as lies in Virginia, the whole of said tract lying on the North
side of Meherrin River adjoining the first named tract and lying in
the Counties of Greenville, Virginia & Southampton North Carolina
called the Deloach tract adjoining the lands of George Fernald & Joseph W.
P Rogers containing 408 acres more or less. and also another tract or parcel
of land containing 30 acres more or less. and bounded as described in the
deed aforesaid also 450 barrels of corn 20 head of cattle, one negro
boy Dick & 50 stacks of fodder until the further order of the Court.
H. L. Walton one of the plaintiffs having given bond with sufficient
security in the penalty of \$500 conditioned to pay all such costs &
damages as may be awarded against the plaintiffs in case the injunction
be dissolved

Date.

JR. C. de la Roubie

(Copy.)

Came to hand 5th April too late
to execute Jas. Turner & Co

The Commonwealth of Virginia: To the Sheriff of Greenville County.
Greeting. You are hereby commanded to summon H. S. Brantley, Walton Drummond, A.
Emmerson, J. W. Rags, Sophia L. Smith & John H. Roberts to appear at the Clerk's Office
of our Circuit Court of Southampton County on the first Monday in April Inst.
to answer a bill in chancery exhibited against them in our said Court by Jas. Johnson
D. S. Walton W. H. C. Merrill, A. J. B. Merrill & George M. Tate and this they shall in
no wise omit under the penalty of \$100. And have them there this writ.
Witness Myself R. Edwards Clerk of our said Court at the Courthouse this 1st
day of April 1858 in the 82^d year of the Commonwealth

R. Edwards Clk

To injoin and inhibit the defendants H. L. Brantley & Walton Dranthon their agents and all others concerned from selling or disposing of the property in the bill of proceedings mentioned to wit. Those lands together with their improvements, buildings, mills, mill-features appurtenances & incidentals conveyed to the said Brantley by deed from Jas. Johnson, David S. Walton & wife. A. J. B. Merrill. Wm. H. C. Merrill & Co. W. Bate trustee. to wit. a tract of land, except the grave yard, lying in the County of Southampton, Virginia, on the North Side of Meherrin River & adjoining the lands of Peter Edwards, John Whitehead & Mark J. Peter containing from 1400 to 1600 acres more or less. also so much of a tract of land as lies in Virginia, the whole of said tract lying on the South side of Meherrin River adjoining the first named tract and lying in the Counties of Greensville, Virginia & Northampton North Carolina called the DeLoach tract adjoining the lands of Green Staniel & Joseph M. S. Rogers containing 408 acres more or less and also another certain tract or parcel of land containing 50 acres more or less & bounded as described in the deed aforesaid. and also 450 barrels of corn 23 head of cattle, one negro boy Dick & 5 stacks of fodder until the further order of the Court to the contrary - D. S. Walton and of the plaintiffs having given bond with sufficient security in the penalty of \$500. conditioned to pay all such costs & damages as may be awarded against the plaintiffs in case the injunctions be dissolved.

Teste

J. R. Edwards

came to hand 5 of April
to late to execute
Jas. Johnson atty

Johnson to
to S. J. & D. J.
to Brantley &
1858. April Rules

Johnson &c

Sp^o & Inj^o

Brantley &c

1858 last Monday in April

Executed 14th day of
April 1858 by delivering
a copy hereof to A. Emm-
erson, in H. L. Brantley
Walter Brantley, P.W.
Rep. Sophie L. Smith.
& John H. Roberts. not
residents of my County
Thos. W. Butt. Shff

To enjoin and inhibit the defendants H. L. Brantley & Walton Daughorn their agents and all others concerned from selling or disposing of the property in the bill and proceedings mentioned to wit. those lands together with their improvements, buildings, mills mill fixtures, appurtenances. Hereditaments conveyed to said Brantley by deed from James Johnson, David S. Walton, & wife. A. J. B. Merritt. W^m H. C. Merritt & Geo. W. Tate & wife, to wit. a tract of land, except the graveyard, lying in the County of Southampton Virginia on the north side of Meherrin river & adjoining the lands of Peter Edwards, John Whitehead & Mark S. Tate & containing from 1400. to 1600 acres more or less. also so much of a tract of land as lies in the State of Virginia, the whole of said tract lying on the Southside of Meherrin river adjoining the first named tract and lying in the Counties of Greensville. Virginia & Northampton North Carolina called the Deloach tract adjoining the lands of Green Stancel. & Joseph M. S. Rogers, containing 408 acres more or less. And also another tract or parcel of land containing 50 acres more or less & bounded as described in the deed aforesaid. also 450 barrels of Corn. 23 head of Cattle. one negro boy Dick & 5 Stacks of fodder until the further order of the Court to the contrary D. S. Walton. one of the plffs having given bond with sufficient security in the penalty of \$500 conditioned to pay all such costs & damages as may be awarded against the plaintiffs in case the injunction be dissolved.

Jest

JR Edwards 66

The Commonwealth of Virginia. To the Sheriff of ^{Norfolk} Southampton County.
Greeting you are hereby commanded to summon H. L. Brantly Walton Draughton
A. Emerson. J. W. Rops, Sophia L. Smith & John H. Roberts to appear at the
Clarks Office of our Circuit Court of Southampton County on the last Monday in
April Inst. to answer a bill in chancery exhibited against them in our said
Court by Jas. Johnson. D. S. Walton. W. H. G. Merritt. A. F. B. Merritt & George
W. Tate. and that 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 Courthouse this 5th day of April 1858. in the 32nd year of the
Commonwealth.

L. R. Edwards Clk

Johnson J^d

is } Sp. & Injuri

Brantley J^d

1858 April Rules.

Not Residents of My
County.

Wm. Briggs shff

To injoin and inhibit the defendants to L Brantley & Walton Druggists their agents and all others concerned from selling or disposing of the property in the bill of proceedings mentioned to wit. Those lands together with their improvements, buildings, mills, mill fixtures, appurtenances & hereditaments conveyed to said Brantley by Deed. from James Johnson. David S. Walton & wife A. J. B. Merritt Mrs H. E. Merritt & Geo. W. Peter wife to wit. a tract of land (except the grave yard) lying in the County of Northampton Virginia on the North Side of Meherrin River & adjoining the lands of Peter Edwards. John Whitehead & Mark J. Peter & containing from 1400 to 1600 acres more or less. also so much of a tract of land as lies in the State of Virginia, the whole of said tract lying on the South Side of Meherrin River adjoining the first named tract and lying in the Counties of Brunswick Virginia & Northampton North Carolina called the Deloch tract adjoining the lands of Green Stained & Joseph M. S. Rogers containing 40.8 acres more or less And also another tract or parcel of land containing 50 acres more or less & bounded as described in the deed aforesaid. also 450 barrels of Corn 23 head of cattle. one negro boy Dick & 5 Stacks of fodder. until the further order of the Court to the contrary. D. S. Walton one of the plaintiffs having given bond with sufficient security in the penalty of \$500 conditioned to pay all such costs & damages as may be awarded against the plaintiffs in case the injoinment be dissolved.

Teste

L. R. Edwards lls

The Commonwealth of Virginia. To the Sheriff of Southampton County.
Greeting: you are hereby commanded to summon H. L. Bountley, Walton Draughon
at Emersonson, P. W. Rapp, Sophia L Smith & John H Roberts to appear at the
clerks office of our Circuit Court of Southampton County on the first Monday in
April Inst. to answer a bill in Chancery exhibited against them in our said Court
by Jas. Johnson, D. S. Walton W. H. C. Merritt, A. G. B. Merritt & George W. Pette
and this they shall in no wise omit under the penalty of \$100. And have them
serve this writ. Witness L. Whitson R Edwards Clerk of our said Court at the
Courthouse this 1st day of April 1858 in the 82nd year of the Commonwealth.
L R Edwards Clk

Johnson Jas.

to } Sum. ch.

Brantley re

1858 July Rules

Ex. noted the M. H.

June 1858.

B. H. Laskley Shff

The Commonwealth of Virginia: To the Sheriff of Brunswick County Greeting
We command you to summon P. W. Rofs & G. G. Goodrich to appear at the Clerks Office
of our Circuit Court of Southampton County at the Rules to be holden for the said Court on the
first Monday in July next to answer the original and amended bills in chancery exhibited
against them and others in our said Court by James Johnson, D. I. Walton. A. J. B.
Merritt W. H. E. Merritt & Geo. W. Peete. And that they shall in no wise omit under the penalty
of \$100. And have then there this writ. Witness Lottison R. Edwards Clerk of our
Said Court at the Court house this 7th day of June 1858. in the 82^d year of the
Commonwealth.

L. R. Edwards Clk

Johnson & Co

v. } Or. Pub.

Brantley & Co

Copy posted at front door C. H.
June Court (first day) 1854.
S. R. Co

At Rules held in the Clerks Office of the Circuit Court of Southampton County
on the 7th day of June 1858.
James Johnson, D. L. Walton, A. J. B. Merritt, M. H. E. Merritt & Geo. W. Putt. Plffs.
against
St. L. Brantley, Walton Draughon, P. M. Ross, A. Emerson, Sophin L.
Smith, John H Roberts and G. G. Goodrich Defts } In Chancery

The object of this suit is to enjoin and inhibit the Defendants Brantley and Draughon their agents and all others concerned from selling or disposing of the property in the bill and proceedings mentioned until the further order of the Court, and to establish the Deed of trust executed by the Defendant Brantley and his wife, to the plaintiffs dated the day of January 1857 and subject the property therein conveyed to the lien thereof and to the satisfaction of the claims of the Defendants Ross and Goodrich. And affidavit being made that the Defendants St. L. Brantley, Walton Draughon, Sophin L. Smith and John H Roberts are not residents of the State of Virginia on the motion of the plaintiffs by their attorney it is ordered that the said Defendants do appear within one month after due publication of this order and do what is necessary to protect their interest, and that a copy of this order be published once a week for four weeks successively ^{in the afternoon} and posted at the front door of the Courthouse of this County on the first day of the next County Court thereof.

At Copy

Teste L. R. Edwards Cky

Johnson ¹²

+ } Dr. Pub

Drumty ¹²

1858 Oct 2^d

the premium at every fair.

de21 ly

At Rules held in the Clerks office of the Circuit Court of Southampton County, on the 7th day of June, 1858.

James Johnson, D. S. Walton, A. F. B. Merritt, and Geo. W. Peete,
Plaintiffs,

against

H. L. Brantley, Walton Draughton, P. W. Ross, A. Emmerson, Sophia L. Smith, John H. Roberts and G. G. Goodrich,
Defendants.

IN CHANCERY.

The object of this suit is to enjoin and inhibit the Defendants Brantley and Draughton, their agents and all others concerned from selling or disposing of the property in the bill and proceedings mentioned until the further order of the Court, and to establish the deed of trust executed by the Defendant Brantley, and his wife to the Plaintiffs, dated the — day of January, 1857, and subject the property therein conveyed to the lien thereof, and the to the satisfaction of the claims of the Defendants Ross and Goodrich; and affidavit being made that the Defendants H. L. Brantley, Walton Draughton, Sophia L. Smith and John H. Roberts, are not residents of the State of Virginia, on the motion of the Plaintiffs by their Attorney, it is ordered that the said Defendants, do appear here within one month after due publication of this order and do what is necessary to protect their interests, and that a copy of this order be published once a week for four successive weeks in the Norfolk & Portsmouth Herald, a newspaper published in the city of Norfolk, and posted at the front door of the Court-house of the County, on the first day of the next County Court thereof.

A COPY—TESTE.

ju18—F4w

L. R. EDWARDS, C. C.

Norfolk Va 27 Sept 1838

The undersigned one of the Editors of the Norfolk & Portsmouth Herald hereby certifies that the annexed advt was published in said newspaper once a week for four weeks beginning 18 June last

R. G. Bringham

324 Cost of pubn \$5.

At Rules held in the Clerks office of the Circuit Court
of Southampton County, on the 7th day of June,
1888.

James Johnson, D. S. Walton, A. F. B
Merritt, and Geo. W. Peete,
Plaintiffs,

against

H. L. Brantley, Walton Draughon, P.
W. Ross, A. Emmerson, Sophia L.
Smith, John H. Roberts and G. G.
Goodrich,
Defendants.

IN CHANCERY.

The object of this suit is to enjoin and inhibit the Defendants Brantley and Draughton, their agents and all others concerned from selling or disposing of the property in the bill and proceedings mentioned until the further order of the Court, and to establish the deed of trust executed by the Defendant Brantley, and his wife to the Plaintiffs, dated the — day of January, 1857, and subject the property therein conveyed to the lien thereof, and the to the satisfaction of the claims of the Defendants Ross and Goodrich; and affidavit being made that the Defendants H. L. Brantley, Walton Draughon, Sophia L. Smith and John H. Roberts, are not residents of the State of Virginia; on the motion of the Plaintiffs by their Attorney, it is ordered that the said Defendants, do appear here within one month after due publication of this order and do what is necessary to protect their interests, and that a copy of this order be published once a week for four successive weeks in the Norfolk & Portsmouth Herald, a newspaper published in the city of Norfolk, and posted at the front door of the Court-house of this County, on the first day of the next County Court thereof.

A COPY—TESTE.

L. R. EDWARDS, C. C.

Jul8—F4w

Norfolk Va 4th Nov 1888

The undersigned one of the editors of
the Norfolk & Portsmouth Herald hereby
certifies that the annexed order was
published once a week for four weeks
beginning 18th June last

W. H. Baker Jr \$5.

R. H. Brantley

Proof of
Publication

Johnson & Co } Report
as
Baumgardner & Co

1859 May 2nd

Johnson & Co

Brantley & Co

} Report of Commissioners

The undersigned Commissioners acting under a decree of the Circuit Court for the County of Southampton rendered at the November Term 1858 in the cause of Johnson & Co against Brantley & Co, report that in pursuance of the said decree they sold the said land in the proceedings mentioned on the 23^d of December 1858 to Peter Edwards for the sum of Ten Thousand and Fifty dollars receiving only Three Hundred in cash, but that two days thereafter the said Peter Edwards wishing to pay the former sum of Four Thousand Eight Hundred and Seventy five dollars your commissioners thought proper to receive the same; and that about one month afterwards the said Peter Edwards wishing to pay the balance of the purchase money, and your commissioners having heard that the parties to the said suit had compromised the same and believing it would be to the interest of the said parties that they should receive the said balance accordingly did so receive it; all of which will appear from the statement below, to wit;

Am't of sale	\$10050.00
" Commission	\$210.00
Pliffs costs	36.81
Defts	20.83
Advertising	12.50
Copies	25.00
	\$305.14
Balance due	\$9744.86
Am't paid Decr. 25 th 1858	\$4875.00
" " Jan 17 th 1859	2800.00

Am't paid Feb 21st 1859

\$ 2101.20

\$ 9776.20

That the said sum of \$ 9776.20 your com-
missioners paid on account of the attorney
of the Plaintiffs and the Defendant, under a compromise
of the suit entered into and agreed to writing by the
said attorneys and herewith returned as a part of the
report marked H and from which it will appear that
your commissioners have paid the money out as
above stated - all of which is respectfully submitted

March 21st 1859

E W Maffett

Geo. R. Chamberlain

A H Baker jr

} Comrs.

Johnson & Co
Brantley & Co

Comptroller

"
Statement of
files with Report
of Sale

James Johnson & S Waller LTB Merrill Am HE
Merrill & Geo W Peck Plaintiffs
Against

HL Brantley Waller Droughman PW Noss, A
Emmons son Sophia L Smith Geo H Noble & an
S S Goodrich Defendants

The above parties to a suit in chancery pend-
ing in the Circuit Court for the County of
Sou. Hampshire have agreed on the following
compromise of the said suit which said
compromise is evidenced by the courses
for the said parties Pliffs and Defs having
signed this memorandum to wit; That the said Pliffs
shall dismiss and pay the costs of an attachment
in favor of PW Noss against HL Brantley pend-
ing in the said Court on the law side thereof,
shall endorse over to Sophia L Smith two bonds
of Three Thousand dollars which were executed
by HL Brantley and are mentioned in the said
suit as being still unpaid, shall pay one
half of the costs of this suit and release all
claims on or to the property owned by HL Brantley
in the State of North Carolina and that in
return therefor the said Pliffs shall receive
one half of the proceeds of sale of the land
owned by HL Brantley in the State of Virginia
known as the Enterprise Mill pro-
p- 5- witness the following signatures
This 21st day of March 1857 and ^{further} that the said Noss

has assigned the said bonds to Sophia Smith, that the costs of the said
chancery suit has been paid, ^{of Defs} that the Pliffs share of the said proceeds of sale to wit,
Four Thousand Eight Hundred & Eighty E W Masserburg atty for Defs
Eight dollars 14^{cents} ^{each} have been paid to Defs and ^{of} Geo H Noble atty
The Pliffs attys for Pliffs -

Johnson & Co
 as
 Brantley & Co

Statement

Am't of Sale \$10050.00
 Costs of suit and expenses sale \$305.14
 \$9744.86

Am't Paid by P. Brown to Bond 24th 1858 \$4875.00
 " " " " Jan 17th 1859 2800.00
 " " " " Feb 21st " 2101.20

\$9776.20

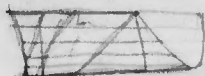
Pliffs M'ly \$9776.20 = \$4888.10

March 21st 1859 Nedy & Co Master being one
 of the Commissioners appointed under a
 decree in the cause of Johnson & Co against
 Brantley & Co pending in the Circuit Court
 for the County of Southampton was the sum
 of Four Thousand Eight Hundred and Eight & Eight
 dollars and ten cents it being the one half
 of the proceeds of the sale of the land in Virginia
 directed to be sold under the decree aforesaid
 to which the Pliffs in the said suit are en-
 titled under a compromise entered into
 between the Plaintiffs and Defendants and dated



Admiral

Johnson, Walter
No.
on 5 Papers
Brack



W.W.W.W.W

SALE.

Will be sold on Wednesday the
31st inst., the Property known as

“ENTERPRISE MILLS,”

On the S. & R. Rail Road, a large
and valuable Tract of

LAND,

Mill, Mill Fixtures, &c. &c.

At the same time, the **STOCK---**

Farm Tools, Carts, Wagons,

Log Wagons, &c.

Some fine **OXEN** and **MULES** in
the lot.

Apply to the undersigned, at the
Mill, for any information desired
before day of Sale.

H. L. BRANTLY.

March 18, 1858.

Articles of Agreement made and entered into this
eleventh day of December in the year One Thousand
eight hundred and fifty-six, between James Johnson,
David S. Walton, A. T. B. Merritt, William H. C. Merritt
and George W. Pate owners of a certain Mill property
and premises lying and being in the Counties of South-
ampton and Greensville in the State of Virginia and in
the County of Northampton in the State of North Carolina
doing business under the firm and style of John-
son, Walton & Co. of the one part and Herman L.
Brantly of Fayetteville — in the State of North-
Carolina of the other part; Witnesseth That the said
James Johnson, David S. Walton, A. T. B. Merritt, William
H. C. Merritt and George W. Pate parties of the one part
for and in consideration of the sum of four thousand
dollars in hand paid by the said Herman L. Brant
by party of the second part the receipt whereof is here-
by acknowledged, and in consideration of the said He-
man L. Brantly's paying off and discharging a debt
due and owing to the said parties of the one part by
a negotiable and promissory note for two thousand
dollars drawn by the said Herman L. Brantly and
payable with interest to the said parties of the one
part under the name firm and style of Johnson
Walton & Co. ^{at the Office of the Bank of Cape Fear in Wilmington, North Carolina} ninety days after date, when the said
note shall arrive to maturity and for and in con-
sideration of the said Herman L. Brantly's exe-
cuting his two several bonds for three thousand dollars
each payable to the said parties of the one part under
the firm & style of Johnson Walton & Co. one and
two years after the date of these presents with inter-
est from date to be secured by a deed of Trust upon
all the property hereby bargained & contracted to
be sold by the said parties of the one part to the
said Herman L. Brantly pursuant to the covenants
and agreements of the said Herman L. Brantly here

in often mentioned do here by for themselves and each of themselves and for their and each of their heirs executors and administrators and every one of them covenant promise and agree to and with the said Herman L. Brantly his heirs executors and administrators and every one of them by these presents that they the said James Johnson, David S. Walton A. T. B. Merritt, William H. E. Merritt and George W. Putt their heirs and assigns shall and will on or before the eleventh day of March 1857 next ensuing make out a complete title in fee simple to, and (by such conveyances, assurances, ways and means in law, as he, the said Herman L. Brantly his heirs or assigns, or his or their Counsel shall reasonably devise, advise, or require) convey, release, and assure in possession to the said Herman L. Brantly and his heirs, or to whom he or they shall appoint or direct, forever, free from all manner of incumbrances and demands whatsoever, all of the following lands viz: those several tracts pieces or parcels of land conveyed to the said James Johnson David S. Walton, A. T. B. Merritt and William H. E. Merritt and to John C. Past (then forming the firm of Johnson Walton & Co) by deed from John A. Smith and Mary H. E. his wife and Octavius A. Smith bearing date the first day of November in the year 1851 and duly recorded in the Clerk's Office of the County Court of Northampton County Virginia and bounded and described as therein expressed viz: "One tract of land lying and being in the County of Northampton Virginia on the North side of Meherrin River and adjoining the lands of Peter Edwards, John Whitehead and Mark J. Putt and containing from four hundred to six hundred acres more or less (reserving however the Grave Yard which is not to be ^{so much of the following tract of land as lies in the State of Virginia and described in said deed as conveyed}) also "another tract of land lying on the South side of Meherrin River adjoining the first

named tract and lying in the Counties of Brunswick Virginia and Northampton North Carolina called the Deloatch Tract adjoining the lands of Green Staniel and Joseph M. S. Rogers containing four hundred and eight acres more or less being the lands purchased by the said Smiths of the first part from William J. Macklin and wife as appears by deeds of record in Brunswick and Northampton aforesaid - also all of that other certain tract of land conveyed to the said James Johnson, David S. Walton A. T. B. Merritt and H. E. Merritt by deed from Joseph M. S. Rogers bearing date the seventeenth day of March 1855 and described and bounded as therein viz: commencing in the South Bank of Meherrin River at the Southeast angle of Brunswick County Va: and at the point where the boundary line between the States of Virginia and North Carolina crosses said River, thence following said boundary line between the States aforesaid due west to its intersection with the South boundary of the lands belonging to the D. & R. R. Road Co., thence offsetting at right angles from the South boundary line of said R. Road Company one hundred feet to the North boundary of said Company's lands, thence following westward along said northern boundary of said Company's lands on a line fifty feet from the Centre line of said Rail Road into Northampton County N.C. to a State and pine sapling this day planted in the line of the fence of said Joseph M. S. Rogers, thence N. 15 3/4 degrees W 10 chains and 48 links to a stunted Oak, blazed and hacked, standing on the bank of Meherrin River thence on the same course 20 links to low water mark of said River, thence down said River following its natural course to the place of beginning - Excepting therefrom such lands included within the above bounding as are owned by the

after said S. & B. R. Road Company and containing
by estimation fifty acres more or less" together with
their improvements buildings mills hereditaments
and appurtenances.

And the said Herman L. Brantly in consid-
eration of the covenants and agreements hereinbefore
contained on the part of the said James Johnson David
C. Waller A. T. B. Meritt William H. E. Meritt and
George W. Pate, doth hereby for himself, his heirs
executors and administrators covenant promise agree
to and with the said Johnson & others of the first part
that he the said Herman L. Brantly his heirs executors &
administrators shall and will pay off and discharge
the said promissory note at maturity that is when the
same shall fall due and payable and shall and
will upon making and executing such conveyances
and assurances as aforesaid, execute to the said par-
ties of the first part under the name firm and style
of Johnson Waller & Co. his bond under seal for
the payment of three thousand dollars from twelve
months from the date of tenth December 1856 with
interest and also his other bond under seal for
the amount of three thousand dollars payable
to said parties with interest from the 10th December
1856 on the 10th day of December 1858 - and shall
simultaneously with the execution of the conveyances
and assurances aforesaid, make and execute a deed of
Trust upon the said lands and appurtenances herein
bargained to be conveyed him for the security and
payment of the said two bonds of three thousand
dollars each as therein provided for.

In testimony whereof the parties to these presents
have hereunto interchangedly set their hands and affixed their
seals the day and date first above written.

H. L. Brantly (Seal)

W. H. E. Meritt (Seal)
A. T. B. Meritt (Seal)

Johnson &
Waller &
Co. Seal
Seal of
H. L. Brantly

Johnson Jr

vs } Exhibit (P.)

Brundley

This Deed made the day of January in the year 1837, between James Johnson, David S. Mutton and Maria L. his wife, A. S. B. Merritt & Jane S. his wife, William H. E. Merritt, and Eliza his wife, and George W. Peete and Rosa, his wife. (the said James Johnson, David S. Mutton, A. S. B. Merritt, William H. E. Merritt, and George W. Peete constituting & forming the Company or Firm of Johnson, Mutton & Co.) of the first part (and Herman L. Brantly of the State of North Carolina of the second. All respect, that the said James Johnson, David S. Mutton, and Maria L. his wife, A. S. B. Merritt & Jane S. his wife, William H. E. Merritt & Eliza W. his wife, and George W. Peete and Rosa, his wife, do grant with general warranty unto the said Herman L. Brantly, all of the following lands with their improvements, buildings, mill, mill-fixtures, appurtenances, & hereditaments viz: those several tracts of land conveyed to James Johnson, John C. East, A. S. B. Merritt, and William H. E. Merritt by deed from John A. Smith and Mary H. E. his wife, (and Octavius A. Smith bearing date the first day of November in the year 1831, and duly recorded in the Clerk's Office of the County Court of Southampton County or so much thereof as follows To-wit: all of that one tract of land (except the grave yard which is reserved) lying and being in the County of Southampton, Virginia, on the north side of Meherrin river (and adjoining the lands of Peter Edwards, John Whitchead and Mark S. Peete, and containing from fourteen to sixteen hundred acres more or less" also so much of the following tract of land as lies in the State of Virginia, the whole of said tract being described in the said deed from John A. Smith & wife Octavius A. Smith as "another tract of land lying on the south side of Meherrin River adjoining the first named tract (and lying in the Counties of Greeneville, Virginia (and Northampton, North Carolina called the "DeLoatch tract" adjoining the lands of Green Starnes and Joseph M. S. Rogers, containing four hundred and eight acres more or less" also all of that other certain tract or parcel of land conveyed to the said James Johnson,

David S. Walton, A. F. B. Merritt, and W^m H. E. Merritt by deed from Joseph M. S. Rogers bearing date the seventeenth day of March in the year 1855 (and bounded as therein described by: "Commencing on the South bank of Meherrin River at Southeast angle of Greensville County Va and at the point where the boundary line between the States of Virginia and North Carolina crosses said river, thence following the said boundary line between the states aforesaid due west to its intersection with the South boundary of the lands belonging to the R. R. Road Co: thence offsetting at right angles from the South boundary line of said R. Road Company's one hundred feet to the North boundary of said Company's land, thence following westward along said Northern boundary of said Company's land, on a line of fifty feet from the center line of said Rail Road into Northampton County N.C. to a stake and pine sapling this day planted in the line of the fence of said Joseph M. S. Rogers. Thence N 15° 1/4 degrees W 16 chains and 48 links to a stunted Oak blazed and hacked standing on the bank of Meherrin River, thence on the same course 20 links to low water mark of said River thence down said River, thence down said river following its natural course to the place of beginning" excepting therefrom such lands included in the above boundaries as are owned by the aforesaid Seaboard & Roanoke Rail Road Company - the said last mentioned tract containing by estimation fifty acres more or less.

Witness the following signatures and seals.

Witness as to

Jas. Johnson

Jas. Johnson

W^m H. E. Merritt

E. W. Merritt

A. F. B. Merritt

Jane S. Merritt

David S. Walton

Maria L. Walton

Geo. W. Pate

R. M. D. Pate

Seal

Seal

Seal

Seal

Seal

Seal

Seal

Seal

City of Richmond, Tenn.

I, Samuel Robertson, a Notary Public for the City of Richmond, do certify that A. F. B. Merritt and Jane S. ^{Merritt} his wife whose names are signed to the writing above bearing date the day of Jan'y 1857 have acknowledged the same before me ^{in my City of Richmond} and she the said Jane S. Merritt being examined privily and apart from her husband and having the writing aforesaid fully explained to her by me she the said Jane S. Merritt acknowledged acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it. Given under my hand this 30th day of Jan'y 1857.

Samuel Robertson, Not.

Brunswick County, Tenn.

We, B. B. Wilkes and J. S. Griffin, Justices in the County aforesaid of Virginia, do hereby certify that Eliza W. Merritt ^{wife} of W^m H. E. Merritt whose names are signed to the writing above bearing date the day of January 1857, personally appeared before us in our County aforesaid and being examined privily and apart from her husband and having the writing aforesaid fully explained to her she the said Eliza W. Merritt acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it. Given under our hands this 10th day of Feb'y 1857.

B. B. Wilkes, J. S.

Jno. S. Griffin, J. S.

Brunswick County, Tenn.

I, Jno. S. Griffin, a Justice of the peace for the County aforesaid, in the State of Virginia, do certify that W^m H. E. Merritt whose name is signed to the deed above bearing date the day of January 1857 has acknowledged the same before me in my County aforesaid. Given under my hand, this 16th day of February 1857. Jno. S. Griffin, J. S.

State of Virginia, Norfolk County, Twp.

I, Leopold C. S. Cooper, Notary Public within and for the County aforesaid in the State of Virginia, do certify that Maria L. the wife of D. S. Walton whose names are signed to the writing above and hereto annexed bearing date on the day of January 1857 personally appeared before me in the County aforesaid and being examined by me privily and apart from her ^{said} husband and having the writing aforesaid fully explained to her she the said Maria L. acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it. Given under my hand this 19th day of March A.D. 1857

Leopold C. S. Cooper,
Notary Public.

State of Virginia, County of Norfolk, Twp.

I, Holt Wilson Jr. a Notary Public within and for the County aforesaid in the State of Virginia, do certify that Rosa Deite wife of Geo. W. Deite whose names are signed to the writing above and hereto annexed bearing date on the 13th day of January A.D. 1857, personally appeared before me in the County aforesaid and being examined by me privily and apart from her ^{said} husband and having the writing aforesaid fully explained to her she the said Rosa acknowledged the said writing to be her act and declared that she had willingly executed the same, and does not wish to retract it. Given under my hand this 23rd day of March A.D. 1857.

Holt Wilson Jr.
Notary Public,

State of Virginia, Norfolk County, Twp.

I, Leopold C. S. Cooper, Notary Public within and for the County aforesaid, in the State of Virginia, do certify that D. S. Walton whose name is signed to the writing above and hereto annexed, bearing date on the day of January A.D. 1857 personally

appeared before me in the County aforesaid and acknowledged the said writing to be his act and deed, hand and seal. Given under my hand this 19th day of March 1857.

Leopold C. S. Cooper,
Notary Public.

State of North Carolina }
Hertford County, Twp.

Personally appeared before me J. T. Evans J. P. Justice of the peace in the State and for the County aforesaid James Johnson whose name is signed to the aforementioned Deed and which is herewith annexed and acknowledged the said writing to be his act and deed, hand and seal. Given under my hand the 9th day of March 1857

J. T. Evans, J.P.

Southampton County. In the Clerk's Office the 11th day of June 1857. This Deed of Bargain and Sale was presented and together with the certificates of the acknowledgment of James Johnson, W^m H. C. Merritt, A. S. R. Merritt, and D. S. Walton, parties thereto, and of the privy examination and acknowledgment of Eliza W. Merritt, Jane S. Merritt, Maria S. Walton, and Rosa Deite, also parties thereto was thereupon admitted to record as to them. And on the 24th day of June 1857, the said Deed was acknowledged by Geo. W. Deite, another party thereto and admitted to record as to him.

Teste,
J. R. Edwards, C.C.

Attest,
Jest,

Henry S. Howard, D.C.

Raf

W. E. Albrecht

Pratt & Co

Ex "D"

Dec 904

State of Virginia,
County of Southampton, Twit:

Be it remembered that on the 15th day of February 1858, P. W. Ross assignee of James Johnson, D. S. Walton, & T. B. Merritt & W. H. E. Merritt late partners under the firm of Johnson, Walton & Co: came out of the Clerk's office of the Circuit Court of Southampton County aforesaid a Summons against H. L. Brantley, which with the return thereon is in the following words and figures Twit: "The Commonwealth of Virginia, To the Sheriff of Southampton County. Greeting: You are hereby commanded to summon H. L. Brantley to appear at the Clerk's office of our Circuit Court of Southampton County, on the first Monday in March next to answer P. W. Ross assignee of James Johnson, D. S. Walton, & T. B. Merritt & W. H. E. Merritt late partners under the firm of Johnson, Walton & Co: of an action of Debt for three thousand Dollars with Interest thereon from the 11th day of December 1856. Damages \$20. And have then then this Summons. Witness Littleton R. Edwards, Clerk of our said Court, at his Office this 13th day of February 1858, in the 82^d year of the Commonwealth. L. R. Edwards, C. C."

Return thereon - "H. L. Brantley not a resident of my County - Jno H. Stith, Deputy for W^m W. Biggs, Sheriff" And on the same day, Twit: the 15th day of February 1858, "an affidavit was filed in the said office, in the following words and figures Twit: "State of Virginia Brunswick County Twit: This day personally appeared before me a Justice of the peace in and for the County aforesaid, P. W. Ross who made oath that H. L. Brantley is justly indebted to him said Ross as the assignee of Johnson, Walton & Co: in the just and full sum of Three thousand dollars with legal interest thereon from the

eleventh day of December 1856, that he has present cause of action against the said Brantly therefore that the said Brantly is a non resident of the Commonwealth of Virginia and that he believes that the said Brantly has estate or debts due him within the County of Southampton in the State of Virginia. Given under my hand this 25th day of January 1858. J. A. Greene Jr."

And on the same day, to wit: on the 15th day of February 1858, the said J. M. Rofs assignee of James Johnson, D. S. Walton, & T. B. Merritt & W. H. C. Merritt, late partners under the firm of Johnson, Walton & Co: sued out of the said Clerk's Office an attachment against the said H. L. Brantly which with the endorsement and return thereon is in the words and figures following:

"Southampton County, T. W. to the Sheriff or any Constable of Southampton County. Whereas J. M. Rofs assignee of James Johnson, D. S. Walton, & T. B. Merritt & W. H. C. Merritt late partners under the firm of Johnson, Walton & Co. plaintiff in a ^{certain} action of debt upon a writing obligatory and usual now pending against H. L. Brantly in the Circuit Court of Southampton County has made oath that the said H. L. Brantly is justly indebted to him the said Rofs assignee as aforesaid in the just and full sum of three thousand dollars with legal interest thereon from the eleventh day of December 1856, that he has present cause of action against the said Brantly therefore, that the said Brantly is a non resident of the Commonwealth of Virginia, and that he believes that the said Brantly has estate or debts due him within the County of Southampton in the State of Virginia in which the suit is. These are therefore in the name of the Commonwealth to require you to attach the estate of the said H. L. Brantly for the amount of the debt and interest aforesaid and such estate so attached in your

hands to secure or so to provide that the same may be forthcoming and liable to further proceeding thereupon to be had before said Circuit Court at the next term thereof. And that you have this writ at the Clerk's Office of the said Circuit Court at the rules to be holden for said Court on the first Monday in March next and then and there make known how you have executed the same.

Given under my hand as the Clerk of the Circuit Court of the County aforesaid, at the Court house of the said County this 15th day of February 1858, in the 8th year of the Commonwealth - L. R. Edwards, Clk."

Return thereon - "Executed this attachment on the 25th day of February 1858 by attaching the tract of land of S. L. Brantly lying in the County of Southampton, on the North side of Meherrin River & adjoining the lands of Peter Edwards, John Whitehead & Mark J. Peete containing fourteen or sixteen hundred acres more or less 450 barrels of Corn, 23 head of Cattle, one negro boy Diet & 3 Stacks of fodder. H. L. Brantly not a resident of my County. Jno. H. Smith S. J. of W. M. Briggs S. J. ff."

And at another day, to wit: At rules held in the Clerk's Office of the said Circuit Court of Southampton County, on the 1st day of March 1858, came the said Rofs assignee as aforesaid by his attorney and filed his Declaration against the said Brantly, which is in these words and figures: "In the Circuit Court of Southampton County - Southampton County T. W. to: J. M. Rofs assignee of James Johnson, D. S. Walton, & T. B. Merritt & W. H. C. Merritt late partners under the firm of Johnson, Walton & Co. Plaintiff, complains of H. L. Brantly defendant duly summoned & of a plea that he owes the said Plaintiff the sum of \$3000. with legal interest

thereon from the 11th day of December 1856, till paid,
which to the said plaintiff he owes and from him he unjustly
detains. And thereupon the said plaintiff saith that heretofore
to wit; on the 11th day of December 1856 the said St. L.
Brantly by his certain writing obligatory, sealed with his
seal and to the Circuit Court now here shown, the date
whereof is the day and year last aforesaid, promised to pay
unto the said Johnson, Walton & Co. twelve months next en-
suing the date of said writing obligatory the just and full
sum of Three thousand Dollars with Interest thereon from
the date of the said writing obligatory. And the said
plaintiff saith that after the making of the said writing
obligatory, to wit; on the ^{day of} ^{and}
before the said writing obligatory became due and payable
the said Johnson, Walton & Co. made an endorsement on
the said writing obligatory and subscribed the name of
their said firm thereto (and thereby the said Johnson, Walton
& Co. assigned the said writing obligatory to the said plaintiff
for value received, whereof the said St. L. Brantly then
had notice. And the plaintiff avers that the said St.
L. Brantly although thereunto often requested hath not
as yet paid or caused to be paid the said sum of \$3000.
with lawful interest thereon as aforesaid or any part
thereof either to the said Johnson, Walton & Co. before
notice of their said assignment of the said writing obligatory
or to the plaintiff since the said assignment to him, but
to pay the same and every part thereof, hath hitherto
wholly refused and still doth refuse, to the damage of
the said plaintiff \$20. And therefore he brings suit ye
Gholsons & Mann, p^{er}."

And the attachment issued in this case being returned executed
and the defendant not having been served with a copy of the
said attachment or with process in this suit (and affidavit

being made that he is not a resident of the State of Virginia
It is ordered that the said defendant do appear within one month
after due publication of this order and do what is necessary
to protect his interest and that a copy of this order be published
once a week for four ^{weeks} successively in some Newspaper published
in the City of Petersburg and posted at the front door of the
Clerk's office of this County on the first day of the next County Court
thereof.

Copy
Teste,

Henry S. Howard, D. C.

The Bond was not filed with the Declaration.

H. S. Howard, D. C.

Quartz
to S. S. Saw Just
Drayton

E. E.

This Deed made the twentieth day of February in the year one thousand eight hundred and fifty eight, between Herman L. Brantley of the county of Greensville, in the State of Virginia, of the one part and Walter Draughon of Fayetteville in the State of North Carolina of the other part, Witnesseth: that the said Herman L. Brantley doth grant unto the said Walter Draughon the following tracts of land with their improvements, buildings, mill, mill fixtures, gear, appurtenances and hereditament to the said tracts of land belonging and appertaining, one of the said tracts of land is situate in the county of Southampton, in the State of Virginia, on the north side of Meherrin River adjoining the lands of Peter Edwards, John Whitehead and Mark S. Deets, and is one of the tracts of land conveyed to the said Herman L. Brantley by deed executed by James Johnson and H. E. Merritt and E. W. Merritt, his wife, and others dated the day of January 1857 (excepting eight acres conveyed by the said Herman L. Brantley to John Whitehead by deed of record in the Clerk's Office of the said County of Southampton) containing four hundred to sixteen hundred acres, also all that certain tract of land lying on the south side of Meherrin River adjoining the before mentioned tract situate in the Counties of Greensville in the State of Virginia, and Northampton in the State of North Carolina called the Deloach tract adjoining the lands of Green Stoner and Joseph M. S. Rogers, containing four hundred and eight acres more or less, being also one of the tracts of land conveyed to the said Herman L. Brantley by deed from James Johnson and others before mentioned also all that certain tract of land commencing on the South Bank of Meherrin River at the Southeast Angle of Greensville County, Virginia and at the point where the boundary line between ^{the States of} Virginia and North Carolina crosses said River thence following the said boundary line between the States aforesaid due west to its intersection with the South boundary of the lands belonging to the Seaboard and Roanoke Rail Road Company, thence offsetting at right angles from the South

boundary line of the said Rail Road Company one hundred feet to the North
Boundary of the said Rail Road Company's land, thence following
westward along said Northern boundary of said Rail Road Company's
land on a line of fifty feet from the centre line of the said Rail
Road into Northampton County in the State of North Carolina to a
stake and pine sapling in the line of the fence of the said Joseph
W. S. Rogers, thence N^o 15th 4 degrees W 16 chains and 118 links
to a stunted oak blazed and bucked standing on the Bank of
Mechanic River, thence on the same course 30 links to low water
mark of said river, thence down said river following its natural
course to the place of beginning (excepting sixteen acres conveyed
by deed from the said Herman L. Brantley to John W. Hitchcock
which is mentioned and described in said deed of record in the Clerk's
Office of Northampton County) being the tract of land (excepting
the said sixteen acres) which was also conveyed to the said
Herman L. Brantley by Deed from James Johnson and others as
aforesaid and of record as aforesaid; also the following per-
sonal property, four mules, two horses five hundred barrels
of corn, twenty stacks of fodder, two stacks of oats, ten
yoke of Oxen, fifty head of Cattle, twenty five sows, one
hundred and twenty five pigs, one buggy, four carry-lags, Steam
Saw Mill, and fixtures, Household and Kitchen furniture. ^{Trunk}
To secure the payment of the following Debts viz: a bond executed
by me the said Herman L. Brantley to Sophia L. Smith
for the sum of Eight thousand four hundred and twenty dollars
dated the 1st day of January 1858, and payable on demand,
and a bond or note executed by me the said Herman L.
Brantley to J. H. Roberts for Eight hundred dollars the date
of which is not now recollected. Now if the said Herman
L. Brantley shall fail or neglect to pay the said Sophia L.
Smith the said bond of eight thousand four hundred and twenty
dollars and all interest which has and may accrue thereon
and shall fail or neglect to pay to the said J. H. Roberts the

said bond or note of Eight hundred dollars and all interest which has
or may accrue thereon, then the said Walter Draughon shall
sell the property hereby conveyed and apply the proceeds arising
from such sale according to Law.

Witness the following signatures and seals

H. L. Brantley Seal
Seal

State of Virginia,
Norfolk County, Texas:

I, James Murdaugh, a Notary Public, within and for
the County aforesaid, in the State of Virginia, do certify that
Herman L. Brantley whose name is signed to the writing
hereto annexed bearing date on the 20th day of February 1858,
personally appeared before me and has acknowledged the same
before me in my County aforesaid. Given under my hand,
this 20th day of February, A.D. 1858.

James Murdaugh
Notary Public

Northampton County. In the Clerk's Office, the 8th day of March 1858.
This Deed of Trust was presented and together with the certificate
of the acknowledgment of Herman L. Brantley, a party thereto,
was thereupon admitted to record.

Teste.

L. R. Edwards C. C.

Attest,
J. H. Roberts

Henry S. Howard D. C.

Johnson 10

2 } Ex. with bill

Brandy

Jerusalem
Mass



D. S. Walton Esq

Portsmouth

NH

Southampton Clerk's Office
Mar 19 1858

Dr. Sir

Yours of the 10th Inst. enclosing a deed of Trust executed by
H. L. Brantley to A. Emerson for benefit Johnson Walton & Co. was
rec^d. on 16th. The deed was not properly authenticated to be admitted to
record in this Office - there being no Certificate of the acknowledgment of
Brantley - I have forwarded it to Dr. Johnson - one of the beneficiaries
therein - who was here the day previous to its reception by me, to see if such
a deed had been admitted to record in this Office. The \$5-note which
you enclosed with the Deed to pay for recording) &c. I herewith enclose to you -
I should have written before this but official engagements prevented.

Yrs. Respectfully

L R Edwards

This Deed made the twelfth day of December in the year 1856 between Herman L. Brantly and Sophia L. his wife of the one part and Arthur Emmerson of the second part. Witnesseth that The said Herman L. Brantly and Sophia L. his wife for and in consideration of the sum of five dollars to them in hand paid by the said Arthur Emmerson ~~and~~ and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged do grant bargain & sell with special warranty unto the said Arthur Emmerson all of those lands together with their improvements, buildings, mills mill fixtures and appurtenances and hereditaments this day conveyed to the said Herman L. Brantly by and of record with these presents from James Johnson David J. Walton & wife A. J. B. Merrill Wm. H. E. Merrill & George W. Pate & wife and mentioned and described in the said Deed as "those several tracts of Land conveyed to James Johnson Esq. & Part A. J. B. Merrill and Wm. H. E. Merrill by and from Esq. A. Smith and Mary H. E. his wife and Octavious A. Smith bearing date the first day of November in the year 1851 and duly recorded in the Clerk's Office of the County Court of Southampton County or so much thereof as follows to wit: all of that one tract of Land except the Grave yard which is reserved lying and being in the County of Southampton Virginia on the North Side of Meherrin River and adjoining the lands of Peter Edwards Esq. Whitbread and Marcellus Pate and containing from fourteen to sixteen hundred acres more or less also so much of the following tract of land as lies in the State of Virginia the whole of said tract being described in the said deed from Esq. A. Smith & wife & Octavious A. Smith as another tract of land lying on the South side

of Meherrin River adjoining the first named tract and
lying in the Counties of Granville Virginia and Northampton
North Carolina. Called the "Detached Tract" adjoining
the land of Grand Staniel and Los M. S. Rogers
Containing four hundred and eight acres more or less
also all of that other certain tract or parcel of
land conveyed to the said Los Johnson David S. Wal-
ton. A. J. B. Merrill and Wm. E. Merrill by deed
from Los M. S. Rogers bearing date the seven-
teenth day of March in the year 1855 and bounded
as therein described viz: Commencing on the south
bank of Meherrin River at the southeast angle
of Granville County Va and at the point where
the boundary line between the States of Virginia and
North Carolina crosses said River thence following
the v. boundary line between the States aforesaid
and west to its intersection with the south boundary
of the lands belonging to the V. & R.R. Road Co; thence
offsetting at right angles from the south boundary line
of said R.R. Company one hundred feet to the north
boundary of said Company's land thence following
westward along said northern boundary of v. Com-
pany's land on a line fifty feet from the centre
line of v. Rail Road into Northampton County N.C.
to a stake and pine sapling this day planted in the
line of the fence of said Los M. S. Rogers thence at 15 3/4
degrees W. 16 chains and 48 feet to a stump oak
blaze & marked standing on the Bank of Meherrin
River thence on the same course 20 links to low water
marked of said River, thence down said River follow-
ing its natural course to the place of beginning ex-
cepting therefrom such lands included in the above
boundaries as are owned by the aforesaid New Board
of Roanoke Rail Road Company the said last men-
tioned tract containing by estimation fifty acres more or less

In Trust to secure to the said Los Johnson David S. Walton
A. J. B. Merrill Wm. E. Merrill and George W. Peete the
said Johnson Walton A. J. B. Merrill Wm. E. Merrill
G. W. Peete forming and constituting the firm & company
of Johnson Walton & Co and doing business under the firm
& style of Johnson Walton & Co the payment of a certain
negotiable and promissory note for two thousand dol-
lars dated the 11th day of December 1856 drawn by
the said Herman S. Brantly payable to Sophia L.
Smith or order ninety days after the date thereof
at the office of Discount and Deposit of Bank
of Cape Fear at Wilmington in the State of North
Carolina indorsed by the said Sophia L. Smith and
by Charles E. Roberts and being so indorsed was de-
livered to the said Johnson Walton A. J. B. Merrill
Wm. E. Merrill and George W. Peete as the firm
of Johnson Walton & Co also secured to the v.
Johnson Walton A. J. B. Merrill Wm. E. Merrill
and George W. Peete doing business under the firm
and style of Johnson Walton & Co as aforesaid.
The payment of two bonds for three thousand dollars each
said bonds bearing date the 11th day of Dec 1856 being
executed by the said Herman S. Brantly & payable to the v.
Los Johnson David S. Walton A. J. B. Merrill Wm.
E. Merrill and George W. Peete under the firm
and style of Johnson Walton & Co as follows one
of the said bonds payable to the v. Johnson Walton & Co
twelve months after date with interest thereon from
date and the ^{other} of the v. two bonds payable to the said
Johnson Walton & Co two years after date with interest
thereon from date. The said note & the v. two bonds
having been executed and delivered by the said Herman S.
Brantly to the v. Johnson Walton & Co as a part
of the purchase money for the lands and appar-
tenances conveyed to the said Johnson Walton & Co

A. J. B. Merrill & wife Wm. E. Merrill & wife &
George W. Putt & wife by this of even date with
these presents heretofore referred to under a
written Contract under seal for the sale and
purchase of the v. lands & appurtenances entered into
on the 11th day of Decr. 1856 by and between the
D^r. Jas. Johnson, Davis. J. Malton A. J. B. Mer-
rill Wm. E. Merrill and George W. Putt of the
one part and the said Herman L. Brantley
of the other part.

Witness the following signatures & seals

Witness as to H. L. Brantley

R. H. Mann

John Whitehead

J. H. Person

John A. Person.

H. L. Brantley Seal

G. L. Brantley Seal

Arthur Emerson Justice Seal

Witness

Signed in the presence of H. L. Brantley questioned by me
if she signed this deed of her own will & accord &
without the persuasion of her husband H. L. Brantley
which she answered yes. this 2^d July. 1857.

M. G. Matthews

Notary Public



J. D. A. Clackson, Clerk of the County Court of Greeneville
County, do certify that the foregoing is a true copy of a
deed of Trust from H. L. Brantley and S. L. Brantley, his
wife to A. Emerson, which has been lodged in
this office for record.

Test. D. A. Clackson C. C.

Mr. Johnson. D. S. Walton, M. H. E.
Merritt, A. J. B. Merritt and George W.
Patterson
M. H. E. L. Channing —

H. L. Brantly Walton Drayton, A. Emerson
P. M. Rep. Sophie L. Smith, and John H.
Roberts —

To Appt Rule 58 to the
Circuit Court — Mr. Walton will pay the
tax —

Baker, Jr

May Edward will please file a copy of
the Sur of Bay in case from Johnson & Co
to H. L. Brantly of January 27 as Exhibit
B with the record —

R. H. B. Jr

Hickford, April 6th 1858.

Dear Sir.

At the request of Mr. Gholson, I send you the enclosed copy of a deed from H. L. Brantley to Arthur Emmerson. for the benefit of Johnson & Co. I think it proper to state that the deed was offered to the Court, on yesterday, for proof and send you a copy of the order of the Court.

" A Deed of Trust from H. L. Brantley and S. L. Brantley his wife to Arthur Emmerson, Trustee for the benefit of James Johnson, D. S. Wallton & others which was offered by Johnson, Wallton & Co, which was proved by the oaths of R. W. Mann and James H. Person, witnesses thereto and was ordered to be recorded: and on the motion of H. L. Brantley by Counsel, who excepted to the opinion of the Court, and tendered his bill of exceptions which was signed and sealed by the Court and ordered to be made a part of the record in this cause. "

I am yours very respectfully
D. A. Claiborne.

Johnson &
Brantly &

Memo. for

Maj. Edwards

Memo for Maj Edmunds -

Copy of the bill & amended bill, the two
ends of trust, and of the answers of the
defendants Sophie & Smith & J H Roberts
in the suit of Johnson against Smith &
also a copy of the cash decree and a
full statement of all the costs

A H Baker jr

Memo for
May Edwards

Johnson

m 3

Brantly

Your procop on the amended Bill
this day filed, against O M Ross and
H. F. Goodrich to the Sheriff of Essex County
Covers

RHBJ

Know all men by these presents that we
 J. V. Pratt, and of the
 County of Norfolk, do make constitute and
 appoint Henry & Howard of Southampton
 County, our true and lawful attorney in
 fact for us and in our names to make Ex-
 cepts and deliver, or security for D. S. Walton
 and bond of injunction that may be re-
 quired in the Suit of John orals. vs.
 Prouty ^{in the year of not more than three months} in the Court Comt of Southamp-
 ton County, Henry ratifying all our
 said attorney may lawfully do in the
 premises; Witness our hand and seals
 this 30 March 1858

Witness
 J. V. Pratt

J. V. Pratt
 J. H. Hodges

County of Norfolk to wit
 This day personally
 appeared before me a Justice of the peace
 for the said County J. V. Pratt and
 J. H. Hodges, and acknowledged
 the writing above to be their act, and
 made oath that their estate after the
 payment of their just debts and liabil-
 ities are worth the sum of Five Hundred
 Dollars. Given under my hand this
 30 day of March 1858

J. P.
 J. H. Hodges

Johnson 1²

& { on bond

Brantley 1²

Know all men by these presents that we D. S. Walton, J. V. Pratt & J. Gregory
Hodges are held and firmly bound unto H. L. Brantley Walton Draugham P. W. Rife
A. Emerson Sophia L. Smith & John A. Roberts in the just and full sum of five
hundred dollars good and lawful money of Virginia, to the payment whereof with and
truly to be made we bind ourselves our heirs Executors and administrators jointly and
severally firmly by these presents sealed with our seals and dated this 1st day of
April 1858.

The Condition of the above obligation is such that whereas James
Johnson, D. S. Walton, A. T. B. Merritt & W. H. E. Merritt & George W. Pate
have obtained from the Judge of the Circuit Court of Southampton County an injunction
to enjoin H. L. Brantley Walton Draugham their agents and all others concerned,
from selling or disposing of certain property in the bill aforesaid mentioned to wit: those
lands together with their improvements, buildings, mills, mill fixtures, and appurtenances
and hereditaments conveyed to Brantley from James Johnson, David S. Walton
& wife, A. T. B. Merritt, William H. E. Merritt, & George W. Pate & wife, by deed bearing
date 13th December 1856, and to wit a tract of land except the grave yard lying and
being in the County of Southampton, Virginia on the North side of Meherrin River and
adjoining the land of Peter Edwards, John Whitehead & Mark T. Pate and
containing from fourteen to sixteen hundred acres, more or less - also so much
of the following tract of land as lies in the State of Virginia - the whole of
said tract being described in the said Deed from John A. Smith & wife & Betavine
A. Smith as another tract of land lying on the South side of Meherrin River ad-
joining the first named tract and lying in the Counties of Greensville, Virginia and
Southampton North Carolina called the Deloach tract adjoining the land of Green
Stanard & Joseph M. S. Rogers, containing four hundred & eight acres, more or less,
also all that other certain tract or parcel of land conveyed to the said James Johnson
D. S. Walton, A. T. B. Merritt, & William H. E. Merritt, by Deed from Joseph M. S.
Rogers bearing date the 17th day of March 1855. Bounded as therein described, or
450 barrels of corn 23 head of cattle one negro boy 25 stacks of fodder.
Containing by estimation 50 acres more or less. Now if the above bound James
Johnson, D. S. Walton, A. T. B. Merritt and W. H. E. Merritt & George W. Pate shall
pay all such costs and damages as may be awarded against them in case the
injunction aforesaid be dissolved then the above obligation to be void or else remain,

in full force and virtue

D. Mattou ^{Sec}
J. B. Pratt ^{Sec}
by Henry S. Steward his atty in fact ^{Sec}
Gas. Gregory Hodges ^{Sec}
by Henry S. Steward his atty in fact

Johnson & Co
w } Comm. bond
Brantley P

Know all men by these presents that we

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum
of Ten thousand Dollars current money of Virginia.

to the payment whereof well and truly to be made, we bind ourselves our heirs Executors and
administrators jointly and severally firmly by these presents. Sealed with our Seals and dated
the day of A D 185.

The Condition of the above obligation is Such that if the above bound J. R. Chambliss. & W.
M. Spaulding & Richard M. Baker Jr. as Commissioners appointed by a decree of the Circuit
Court of Southampton County made on the 11th day of November 1858 in a suit therein
depending between James Johnson & others Defts. & H. L. Brantley & others Defts.

Shall faithfully discharge the duties of his said Office or trust according to law then
the above obligation to be void or else to remain in full force and virtue.

Signed Sealed and delivered

In the presence of ~~the Court~~

(Seal)
(Seal)
(Seal)
(Seal)