1860-010 SOUTHAMPTON COUNTY CHANCERY PAPERS HERRING'S ADMINISTRATOR VS. HERRING 11/1860

other surnames: Hering, Herrin, Briggs

40

Herrings adm

v. 3 Papers

Herring

1860 November Term

Herrings adm

v. Stat: Rules

Herring

In Southampton Circuit Court.

Wm W. Briggs Sheriff & as such administrator of Sally Herring) dec'd
against
Norfleet C Herring

1859 July 24th Summons issued &c
" Sept. R. Summs. Ret'd Executed. Bill filed & D. nisi v. Dft
" Oct " (1st Monday). Bill taken for confessed v. Dft.
" " " (last ") Cause set for hearing &c
" Nov. T. Ans of Dft by leave & Cost
1860 Nov " Bill dismissed with costs &c

Dfts Cook Clk $2.96
Law 15.00
$17.96

Herring's admr
vs 3 Bills & exhibits
Herring

1859 September Rules

(602 words)

To the Honorable Richard C. Baker judge of the Circuit court of Southampton County in Chancery sitting

Humbly complaining your orator Wm P. Briggs sheriff and as such administrator of Sally Herring dec'd sheweth unto your Honor that in the year 1815 Sally Herring of Southampton County departed this life intestate and at the time in the year 1815 of the county court of Southampton her estate was committed to your orators hands for administration as will appear by a certified copy of the said order herewith filed marked A and prayed to be taken as a part of this bill

Your orator sheweth further unto your Honor that on the 31st of March 1818 his intestate Sally Herring in her lifetime by deed of bargain and sale sold to Norfleet C. Herring a tract of land containing 150 acres for the sum of five hundred dollars all of which will more fully appear by a certified copy of the said deed herewith filed marked B and prayed to be taken as a part of this bill, your Orator states further that the said deed in the body of it the usual formula that the money was paid but the time of the execution of the said deed but your orator state that no money has been paid there is no endorsement on the deed or no receipt for money so far as he knows or believes, and that the said Norfleet C. Herring still owes his intestate the sum of five hundred dollars with interest from the 31st of March 1818 for the said 150 acres of land

In tender consideration whereof and inasmuch as your orator is without remedy at law and only entitled to relief in a court of equity when such matters are peculiarly cognizable he therefore humbly prays that Norfleet C. Herring may be made a party defendant to this bill and compelled him as fully and perfect answer make to the allegations herein contained as if he had been thereunto fully and specially interrogated, and that the court would decree that the said Norfleet C. Herring pay to your orator the sum

of five hundred dollars with intrst from 31st of March 1858 and that this court would grant such other and general relief the premises considered as equity may dictate and the nature of his case may require and as in duty bound your orator will ever pray &c

Shands p.q.

Herring
vs
Herring &c

The answer of Nathaniel C Herring to the bill of complaint filed against him by Wm W Briggs administrator of Sally Herring

This Defendant saving and reserving to himself all manner of benefit and advantage of exception to the said bill of complaint and to the many errors and insufficiencies therein contained for answer thereto or to so much thereof as he is advised it is material or necessary for him to make answer unto answering saith that on the 26th day of June 1857 his mother the said Sally Herring died and entitled to him the said land in the bill mentioned reserving to herself only a life estate therein, the consideration of said sale being that this Defendant should pay to his mother the sum of $250, to wit, to William T, James H, Charles N, Jno N, and Enoch L Herring the sum of $50 each all of which will appear from a copy of the said deed hereunto filed marked (A) and prayed to be taken as a part of this answer - That afterwards to wit, on the 31st day March 1858 the said Sally Herring then owning only a life estate in the said land conveyed to this Defendant all of her interest therein of and of that date a copy of which is filed with the Plaintiffs bill - That the only consideration of the said last aforesaid was that this Defendant would not dispute any of the said land during her life and would execute a bond in the penalty of $500 conditioned to that effect, which said bond was executed and dated the 28th day March 1858 the date of the aforesaid, and hereunto filed marked (B) as a part of this answer - This Defendant denies that he was to pay the sum of $500 or any other sum in consideration of the deed of the 31st day of March 1858 - and further denies that there ever was a contract between himself and the said Sally Herring

under which he agreed to pay to Sally Henry
any sum which in consideration of the
debt & costs and having an award be proper should
to be dismissed with the costs &c

Chancellor & Masters
atty

Southampton County to wit;
This day Nesbitt C Henry appeared before me
Clerk of the Circuit Court for the County of
Southampton and made oath that the facts
stated in the above answer are true to the
best of his knowledge & belief — Given
under my hand this 5th day of November 1857

R R Edwards clk

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON Norfleet & Herring

to appear at the Clerk's office of our Circuit Court of Southampton County, 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 him in our said Court by

William W Briggs Adm: of Sally Herring dec'

and have then and there this writ. *Witness*, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House, this 21st day of July 1859, in the 84th year of the Commonwealth.

L R Edwards Clk

Executed on Norfolk & Observing
by delivering him a Copy of this Summons

Geo. W. Vick Dy Sh
W. Cty. 1st Sheff

Attorneys for
Pltff
Exch. Chy.

Morning
1859 Sept. Rules

Exhibits to be filed

A order committing Sally Hennings et to Briggs Shff

B Deed from Sally Hemings to Norflet C Hemings dated March 31st 1858

Herring's adv.

v. } Exhibits with bill

Herring

:

, A & B,

This Deed made this 31st day of March in the year one thousand eight hundred and fifty eight. between Sally Herrin (grantor) of the one part and Norfleet C Herring (grantee) of the other part. all of the County of Southampton (Virginia) Witnesseth: that the said grantor, for and in consideration of the sum of five hundred dollars to the grantor by the said grantee paid. the receipt of which sum is hereby acknowledged, hath granted and conveyed to the said grantee all that tract or parcel of land now owned by the said grantor, lying in the said County Supposed to contain One hundred and fifty acres more or less and bounded as follows, on the North by the lands of Jordan Spivy - on the East by Blackwater river. on the South by Peacock Swamp - and on the West by the lands of William Jenkins. And the said Sally Herring warrants generally the title to the land hereby conveyed and granted.

Witness the following signature and seal -

Witnesses

William H Jenkins

James T Turner.

Sally her X mark Herrin (Seal)

Southampton County To the Clerks Office the 24th day of April 1858.
This Deed of bargain and sale was proved by oath of Sally Herrin a party thereto by the oaths of William H Jenkins and James T. Turner the witnesses thereto and was thereupon admitted to record.

Teste

J R. Edwards Clk

A Copy

Teste. J R Edwards Clk

Southampton County Court. September 20th 1858.

On the motion of George W Spivey. It is ordered that Wm W. Briggs Sheriff of this County take into his hands the estate of Sally Herring and administer the same according to law -

Copy

Teste LR Edwards Clk

Herring

v. } Deed

(A)

Herring

1857 July 20th Prov: by R. M. Dole

" Aug 17th " by J. Dole &

A.R

Recorded & Exd

Page 173.

Filed with Affidavits

Salley Haring
To dec'd To
Norfleet C. Haring

July 20th

Tax pd

This deed made the 26 day of June in the year 1857

Between Sally Hering of the one part and Norflet E. Hering of the Other part, Witnesseth, In consideration of the sum of two hundred and fifty dollars, fifty dollars of which amount is to be paid, To William J. Hering, fifty dollars to James H. Hering, fifty dollars to Charles R. Hering, fifty dollars to John R. Hering and fifty dollars, To Emma L. Hering, the said Sally Hering doth Grant unto the said Norflet E. Hering all her right title and Interest to a certain tracts or parsel of Land containing by istimation one hundred and fifty acres be the same more or less, and bounded as follows on the North by the Land of Jordan Spivy and the east by Blackwater River on the South by Seacock Swomp, and on the west by the Land of William Jenkins, the said Sally Hering (Grantee) reserving to her self all her right title and Interest in the above named Land during her natural life, and the said Norflet E. Hering not to obtain posession of the said Land, until the death of the said Sally Hering; then the said Norflet E. Hering by agreement with the said Sally Hering Reserves to him self the space of two years to pay to the above mentian parties (to wit) William J. James H. Charles R. John R. and Emma L. Herings the above named sums of fifty dollars each after he shall have acquiered sole and undisputed posession of the above named Land, by the death of the said Sally Hering Witness the following signatures and seals the day and year above written

Sally her mark Hering (Seal)

Norflet E. Hering (Seal)

Witness

Robert M Doles

Patrick Doles

Southampton County. In the Clerk's Office, the 17th Day of July 1857

This Deed from Sally Hering to Norflet E. Hering was proved as to both parties by the oath of Robert M. Doles a subscribing witness thereto, And on the 17th day of August 1857. The said Deed was further proved as to both the parties by the oath of Patrick Doles also a subscribing witness thereto, (and thereupon Committed to record

Test R. H. Edwards, C.C.

B

Herring &c
3 Exs. with Iste and
Herring

Know all men by these presents that I Norfleet
& Herrin are held and firmly bound unto Sally
Herrin in the sum of five hundred dollars. to be
paid to the said Sally Herrin her ~~Executors~~ administrators or assigns. for the payment whereof. We bind ~~ourselves~~ ourselves. ~~our~~ heirs executors and. administrators as witness
my signature and seal this the 22 day of March
1865. Seal

The conditions of the above obligation is such that
Whereas. Sally Herrin has. on this ~~day~~ the 22 day
March 1865 signed sealed and delivered to Norfleet
& ~~Herrin~~ a deed conveying to the said. Norfleet
& Herrin all her right title and interest in a
certain tract of land on which the said Sally
Herrin now resides. reserving. all. right title and
interest in the above tract of land during her natural
life If. hereafter the said Norfleet & Herrin. should
deprive the said Sally Herrin of any portion of her
right and. title to the abovenamed. land reserved
in this agreement during the life of said Sally
Herrin then the above obligation to be. of full
force and virtue otherwise. to be. of. no effect
As witness my hand and. seal. this the 22 day
of March 1865 N. C. Herrin Seal

Witness
William H Jenkins
William J. Herrin