

1860-013 SOUTHAMPTON COUNTY
CHANCERY PAPERS

MURFEE

VS. MURFEE ✓ al

1/1860

Other SURNAMES: Laurence,
Lenow, Barrett, Oliver,
Chambliss, Baker, Johnson,
Massenburg, Joyner, Moore,
Joiner, Darden, Lee,
Devany, Barnes, Crumpler,
Daughtrey, Hall, Connell,
Council, Edwards, Lawrence,
Couper

Murfee

v. 3 Papers

Murfee

Murphy

v } Stat. Rules

Murphy & Co

Southampton Circuit Court

Edward F. Murfee

against

James W. Murfee in his own right & as Executor of Simon Murfee dec^d Lydia Murfee
Willis Lawrence and Ann his wife, Richard Barrett & Mary his wife, Jacob Senow &
Narcissa his wife, Eliza Oliver, John R. Chambliss and Richard A. Baker vs

1858 Jan'y 26 Summons issued Retble. to March Rules.

" March R. Sum. ret. Ex^r on Jas W. Murfee, Willis Lawrence & Ann his wife, Richard
Barrett & Mary his wife, Jacob Senow & Narcissa his wife, Eliza A. Oliver & Lydia
Murfee - Chambliss & Baker not residents. Bill filed - D. Miss & Defts on whom
Sum. Executed - None pro. & Defts. Chambliss & Baker -

" Apr. R. Sum. Ret^d Executed on Defts. Chambliss & Baker. Bill taken from
confessed as to Defts. Jas W. Murfee in his own right & as Ex^r Lydia Murfee, Willis Law-
rence wife, Richard Barrett wife, Jacob Senow wife & Eliza Oliver - D. Miss &
Defts. Chambliss & Baker

" " (Last Monday). Bill taken for confessed w. Defts. Chambliss & Baker. Release set for
hearing as to all the Defts. &c

" May 5. Ann^d of Defts. Jas W. Murfee, Lawrence wife, Barrett wife, E. A. Oliver &

" " Lydia Murfee's Rep^t & Sp^{ec}
Rule for security for costs.

" Sep 22. Depositions filed.

" Oct. 27 Depositions filed.

" Nov 8 Depositions filed

1859 Mar. 24 Sci. fa. issued to revive this suit w. Jas W. Murfee ad. Lydia Murfee.

" Mar 5. Final decree & dismissing bill &c

Off. Costs

Colk	15.39
Shff	1.60
J. E. Gillette	5.25
W. A. Ford	10.00
Wile	9.00
S. Lee	16.50
	<u>57.74</u>

Off. Costs

Colk	41.45
Shff	18.80
J. E. Gillette (Dep)	12.00
Law	16.50
	<u>88.75</u>

Murfee
vs
Murfee & Co

Bill

1858. March Rules

To the Hon. Richard H Baker Judge of the Circuit Court for the County
of Southampton

In Chancery

Humbly ~~complainting~~ sheweth unto your Honor
your orator Edward ~~Marfee~~ that in the year 1856 his father Simon
Murfee died after having made his last will and testament which
was duly admitted to probate at the May term 1856 of this Hono-
rable court and that James W Murfee the Executor therein named
qualified according to law, a copy of which will and certificate
of qualification is herewith filed marked (A) and prayed to be
taken as a part of this bill. That the legatees and devisees of
the said Simon Murfee were his widow Lydia Murfee and his
children to wit, James W Murfee the Executor as aforesaid, Ann
who intermarried with Willis Lawrence, Narcissa who intermarried
with Jacob Lenow, Mary who intermarried with Richard Barret
Eliza who intermarried with one Oliver and who is now a widow
and your orator. That your orator was the youngest child and had
always been a favorite with his father and being in very indigent
circumstances with a wife and children to support at the time
the said last will was made his said father therein provided
for him to a much greater extent than for his other children
as your orator and all other persons well acquainted with his father
had always expected - That some years before the death of the said
Simon Murfee your orator was much indebted in various
sums to different individuals a part of which debts the said
Simon Murfee paid off as a matter of favor and affection never
designing to hold your orator responsible therefor in the
future but on the contrary intending said payment as
an advancement and absolute gift to your orator, most of
said debts being receipted as if paid by your orator, and that
at the time of the death of the said Simon Murfee he held no claim
against your orator which he ever designed to be collected, or
which as your orator believes could have been collected by his
Executor by due course of law, and that at the time of his said death
all of the claims which had been paid off were found in a pocket
book separate and apart from his other papers - That the

said Simon Murfee in his lifetime having great confidence in your Orator and great affection for him, had authorized your Orator to use his name in any way he might think fit by signing it either as principle or security to any bond note or other instrument, and that your Orator had on several occasions availed himself of such authority and had signed the name of the said Simon Murfee as he had a right to do, and that since the death of the said Simon Murfee it has been charged by some persons that your Orator had no such authority to sign as aforesaid and that such signing was a forgery on the part of your Orator, and your Orator though much distressed and alarmed by such charge did not know until very recently, that notwithstanding the death of his father it was still in his power to prove by several individuals the authority he professed to sign the name of the said Simon Murfee as aforesaid - That soon after the death of the said Simon Murfee all of his said children and their husbands except your Orator who was then absent met together for the purpose of examining the will and other papers of the deceased and were greatly dissatisfied on account of the provision made in the will for your Orator - That on discovering the pocket book containing the claims paid off by the said Simon Murfee for your Orator, James W Murfee remarked to the other legatees there assembled that there was not sufficient therein contained to legally charge your Orator with any amount due the estate, but that there was sufficient therein if properly managed to frighten your Orator out of a large amount by threatening him with the Penitentiary and alleging that the said pocket book contained proofs of a forgery committed by your Orator, and thereupon he proposed to the other legatees that they should threaten your Orator with prosecution for forgery unless your Orator would consent to divide the estate of said father equally with his brother and sisters, to which proposition the said Richard Barrett and Willis Lawrence gave a warm and cordial assent and the said Jacob Lenow and Eliza Oliver a tacit consent; That the said James W Murfee then proposed that in as much as Richard Barrett was the only one of the

and that they took no part in the transaction further than a silent acquiescence and that they have since offered to make restitution to your Orator for the amount secured to them by this iniquitous arrangement - That after the execution of the said deed of trust your Orator being justly indebted to a number of individuals in small amounts and anxious to secure the payment thereof executed at different times four other deeds of trust conveying his interest in the estate of his father to trustee in trust to secure the payment of the debts therein mentioned to wit, one dated Feb 16th 1857 to John R Chambliss and Richard H Baker jr trustees, another dated June 15th 1857 to John R Chambliss trustee, another dated August 1st 1857 to L P Couper trustee, and another dated September 18th 1857 to L R Edwards trustee, and that on the 6th of October 1857 your Orator executed a deed of bargain and sale conveying all the remainder of his interest in his father's estate and also an interest in his wife's third estate to James W Murfee, Richard Barrett, and Willis Lawrence for the sum of \$300 copies of which deeds are herewith filed marked (C) and prayed to be taken as parts of this bill - That the said four last mentioned deeds of trust were to secure debts justly due by your Orator and that he desires in no way to interfere with the payment therein provided for, but that he states and charges, that so far as the said deeds of trust or the said last mentioned deed of bargain and sale refer to or acknowledge the said first deed of trust that such acknowledgment was made under the impression that the said first deed of trust could not be avoided and before your Orator knew that it was in his power to prove the authority to sign the name of his father as aforesaid and also that the said first deed of trust had been executed under duress of threat which evidence has recently come to the knowledge of your Orator - That the deed of bargain and sale was executed on the departure of your Orator for Texas under the representations of the grantees therein

named that it would enable them to sell all the said deeds of trust without the aid of the trustees and thereby save to your brother a large amount of commissions but then in as much as they entertained a doubt whether your brother's remaining interest would be worth \$300 that your brother to obtain that sum must include in the deed his said interest in the estate of his wife's father and that if it should so happen after a sale of the said property that there should be a surplus after paying all the debts mentioned in all the deeds of trust and the said last mentioned sum of \$300 then that the grantees should pay over such surplus to your brother. That said grantees James W. Murfee, Willis Lawrence and Richard Barrett proceeded in January last to sell the said property & conveyed by the aforesaid deeds and that the surplus after paying all the debts your brother is advised will amount to at least \$3000 which they have refused to pay to your brother, and now deny that they ever agreed so to do. Your brother is advised that it is not necessary he should seek to disturb the bona fide purchasers of the said property in as much as the said James W. Murfee, Willis Lawrence, Jacob Lenow, Richard Barrett and Eliza Oliver are well able to compensate your brother for all loss sustained by him in consequence of the aforesaid frauds which have been practiced on him. Your brother solemnly avers and charges that there was no consideration for the said five bonds of \$1000 each and the deed by which they were secured, but that they were executed under duress of the aforementioned threat and for that reason alone, and that the said obligees fraudulently pretend that the said bonds and deed were executed in consideration of sums due from your brother to the estate of the said Simon Murfee whereas your brother expressly charges the contrary thereof to be true and that the said obligees well knew at the time of the execution of the said bonds and deed that your brother never would have entered into the same of his own free will and accord but only in consequence of the said

threat held over him. And your brother charges that at ^{the} time of making the said agreement and executing the said bonds and deed he had not the advice of any one being afraid of exposure if consulted any person and that he acted therein from his constitutional timidity and according to the traitorous advice of the said Richard Barrett supposing that he was acting as a friend.

In tender consideration of all which and in as much as your brother is without remedy in the premises except in a court of Equity where matters of this kind are peculiarly cognizable to the end therefore that justice may be done, he prays that James W. Murfee in his own right and as the Executor of Simon Murfee dec'd, Lydia Murfee, Willis Lawrence and Ann his wife, Richard Barrett and Mary his wife, Jacob Lenow and Mary Jane his wife, Eliza Oliver, John R. Chambliss and Richard H. Baker Jr. may be made defendants to this bill and answer the allegations thereof as herein before stated and charged as fully and particularly as if the same were herein after repeated and they there to distinctly interrogated, and more especially that they make answer and set forth what debts if any and of what nature and character were due from your brother to the said Simon Murfee at the time of his death, and whether your brother executed said five bonds and the deed to secure them freely and voluntarily or whether he was threatened with a criminal prosecution if he did not execute them, and at what time under what circumstances and by whom such threat or threats were made, and whether ^{bonds} said and deed would have been executed by your brother if such threats had not been made, and that the said James W. Murfee, Willis Lawrence and Richard Barrett may answer specially if they did not agree with your brother at the time the said deed of bargain and sale was executed that they would pay to your brother any surplus which might remain out of the proceeds of the sale of his property after the payment of the debts mentioned in

* That the deed of trust made by your brother the 2nd of May 1838 to
John R. Chambliss and Richard W. Barrett may be null and void and
give out at once or if it is wanted withdrawing it the same and your
brother desires it.

the aforesaid deeds of trust and the three hundred dollars advanced
by them on the said deed of bargain and sale - That the said
James W. Murfee may be directed to settle an account of his
transactions as the Executor of Simon Murfee dec'd and that
all other accounts necessary and proper to be taken may
be ordered. That the said James W. Murfee Willis Lawrence
Jacob Lenow Richard Barrett and Eliza Oliver may be
compelled to pay your brother the amount unjustly receiv-
ed by them out of the proceeds of the sale of your brother's
property under the first mentioned fraudulent deed
of trust, and that the said James W. Murfee, Willis Lawrence,
and Richard Barrett may be made to answer for what
amount they sold the property conveyed by your brother
in any of the aforesaid deeds and what amount of debts against
your brother they have paid off, and whether any of said pro-
perty remains unsold; and that they may be compel-
led to pay to your brother any surplus of the proceeds of
such sale which remained after payment of the debts
mentioned in the said four last mentioned deeds of
trust and the three hundred dollars mentioned in the
said deed of bargain and sale, and that if there be any
of the said property now unsold that they may be
directed to deliver it to your brother and that your
Honor will grant such other and general relief in
the premises as Equity may dictate, that the
ordinary writ of subpoena may be, and as in duty
bound your brother will ever pray &c

Edward F. Murfee

By his attorneys

Hendrick Shands Chambliss &
Massenburg

legalees in whom your brother had any confidence, that he the said
Richard Barrett should seek an interview with your brother and
advise him as a friend that papers had been discovered which
would show conclusively that your brother had been guilty of a
forgery, and to threaten him in the name of the other legalees
that unless your brother would agree to to set aside the will and
allow all the distributees to share equally the estate of the
said Simon Murfee that the other distributees had determined
to prosecute your brother for forgery to which second proposi-
tion the said Richard Barrett and Willis Lawrence likewise con-
cursively and warmly assented and the said Jacob Lenow and
Eliza Oliver tacitly acquiesced and the said Richard Barrett accord-
ingly sought and obtained an interview with your brother in
which he professed the most sincere friendship and regard
and solemnly declared that on inspecting the papers of the
said Simon Murfee ^{there had been discovered} documents of such a description as if exposed
would certainly lead to the conviction of your brother for forgery
and that the other legalees entertained an unkind feeling to your
brother and had directed him to threaten your brother with their
determination to prosecute him for forgery unless he would
agree to divide the estate of his father equally with them, in
which event they would deliver up to your brother all the
papers implicating him in any criminal conduct and
that as a friend he the said Barrett would advise your brother
to consent to this proposition as the only way to escape a crim-
inal prosecution and the only condition on which the other
legalees would consent to compound the said pretended
felony. That your brother being constitutionally timid, well
aware that he had signed the name of his father as he had author-
ity to do, but being ignorant since the death of his father that
he could prove such authority by any other persons, and having
entire confidence in the representations and professed
friendship of the said Richard Barrett was much excited
and alarmed by the threat of a prosecution which might
lead to his conviction and punishment for an ignominious

offence, but having a family to support and being in debt your brother declined making a sacrifice which would have reduced him to immediate poverty and declared that sooner than do so he would flee from the state leaving his family here to enjoy the property which rightly belonged to him, but that rather than be forced to a painful separation from his home and his family and have his name disgraced with a charge of felony he would give to the other five legatees his bond for \$1000 each which after much haggling for a higher price they agreed to accept and to deliver to your brother the papers relating to the alleged forgery to be destroyed, on condition however that the said five bonds of \$1000 each should be secured by a deed of trust in the whole interest of your brother in his father's estate which deed for the purpose of disguising the fraud should set forth that said bonds were given in consideration of a sum of money due from your brother to the estate of his father; and that thereupon on the 2^d of May 1836 your brother being then under duress of the aforesaid threat executed five several bonds of \$1000 each payable respectively to James W. Murfee Richard Barrett Willis Lawrence, Jacob Lenox and Eliza Oliver, and also a deed of trust conveying all his interest in the estate of Simon Murfee to John R. Chambliss and Richard H. Baker jr to secure the said bonds reciting ^{it that} the said bonds were given in consideration of money due from your brother to the estate of the said Simon Murfee, a copy of which deed is herewith filed marked (B) and prays to be taken as a part of this bill - That notwithstanding the said bonds and deed were executed as aforesaid yet the said James W. Murfee and other legatees aforesaid have refused to deliver up to your brother to be destroyed the aforesaid ^{papers} pretended to be found among the papers of the said Simon Murfee - Your brother further states that he attaches no censure whatever to the said Jacob Lenox and Narcissa his wife or to the said Eliza Oliver being satisfied that they were influenced entirely by James W. Murfee Willis Lawrence and Richard Barrett

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See. N. Man
to, R. Santa. N. N.
Lawrence —

1858. May 4

The Answer of James W. Murfee in his own right and as Executor of Simon Murfee dec'd. - Willis W. Lawrence and Ann his wife, Richard Barrett and Mary his Wife, to a Bill exhibited against them and others in the Circuit Court of Southampton County by Edward F. Murfee -

The said Respondents for answer to so much of said Bill as they are advised it is material for them to answer unto, answering say;

The said Respondents admit the death of Simon Murfee, the probat of his Last Will and Testament, the qualification of your respondent James W. Murfee Executor thereof, as charged in the Bill; They also admit that the said Simon Murfee, left the children named in the Bill and a widow who were his legatees and devisees as stated in the Will. - They further admit the execution of the several deeds, copies of which are filed as Exhibits with the Bill. It is true that the Plaintiff was the youngest child of his father and was in ~~very~~ dependent circumstances ~~caused~~ owing to his reckless extravagance, and not from the failure of his father to provide for him in his life time, as liberally as he had for his other children, for in truth it is well known, that he had advanced for him at various times large sums of money, far exceeding his share of the

estate; had always supplied him with not only the necessities, but the luxuries of life, and the said Plaintiff has boasted since the death of his father, publicly, that he spent \$15,000 of his father's money before his death. Your Respondents therefore so far from expecting that the said Simon Murpe would provide in his will to a much greater extent for the Plaintiff, than for ^{his} other children were greatly surprised at the contents of the Will, of which they were entirely ignorant until after the testator's death. Justice to his other children would have required of the said testator, to make no provision ~~therein~~ for the Plaintiff in his will. It is true that the Plaintiff exercised great influence over his father, could obtain money from him when ever he pleased, and used many devices to do so. and that the said testator a short time before his death had paid large sums of money for the said Edm^d F. Murpe, not so much as a matter of favor or affection as charged in the Bill, but as the only means of saving the said Edward from disgrace. Your Respondents have no wish, to enter into particulars upon this painful subject, and regret that the Plaintiff himself, has by his Bill uncovered transactions which these respondents for his own sake, and the honor of the family, would have wished to consign to oblivion.

Your respondents deny that the payments made by the said Simon Murpe for the Plaintiff, the evidences of many of which, consisting of Bonds, Notes, due bills, &c of the said Edward F. Murpe, paid for him by said testator, were intended as a gift to him. The said papers were found by your respondent Jas W. Murpe the Executor, among the valuable papers of the testator carefully preserved, and not separate from his other papers as charged in the Bill. nor is it true that most of said debts, so paid by the testator, were receipted as paid by the Plaintiff. The Plaintiff admits that many of the Bonds, so found had the name of Simon Murpe signed to them as if written by the said Simon, but the name of said Simon Murpe, was written to said Bonds, by him the said Plaintiff pretending to have authority to sign his name. but if this were so, it was manifestly proper that the Bonds should have shown that they were executed by him as Attorney - which is not pretended. Your respondents deny that any such authority was ever given him, on the contrary it was well known that the testator his father, had frequently expressed great dissatisfaction & mortification at his course in that respect, repeatedly declared that he would ruin him; if the said testator Simon Murpe did at any time recognize

the act of the Plaintiff in signing his name to any Bonds, it was not designed by him as a recognition of general authority, but merely a special recognition of a particular claim, ~~to~~ made by him to avoid the consequences, to the Plaintiff, of a disavowal. Your respondents never heard of any such pretense of authority until they saw it in the Bill. It is true that soon after the death of ~~the~~ ^{& their husbands} the testator, all his children, (except the Plaintiff and Mrs. Oliver) met together ~~with a view~~ for the purpose of examining the papers of the testator, and it is also true that they were all greatly surprised and disappointed, as they had good reason to be, with the provisions of the will, in favor of the Plaintiff. The Plaintiff though specially invited to be present on this occasion, thought proper to be absent, for reasons best known to himself. The Plaintiff has undertaken to narrate with circumstantial minuteness the declarations of your respondents. Jas. W. Murfee made at that meeting, Your Respondent can only say in reply there to that there is not one word of truth in it, and that it never entered into his head, then, or at any other time, to frighten the Plaintiff out of any sum of money by threats of any sort. The charge imputed to the respondent James and the other re-

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spondents is a base calumny and utterly destitute of foundation. And they severally deny, in the most explicit terms, that any such proposition as that charged in the Bill, was made in said meeting, or ever assented to, by your respondents, or either of them. It is equally false, that your ^{Respondent} ~~respondent~~ Jas. W. Murfee proposed that Rich^d. Barrett one of your respondents, should communicate ~~with~~ ^{to} the Plff^t: the discovery of "the proofs of his guilt, and threaten him with a prosecution for forgery" unless he would consent to an equal distribution of his father's Estate among all the children; and all your respondents most explicitly deny that any such proposition was then, or at any other time, ^{or assented to} made by them, or either of them. And your respondent Rich^d. Barrett wholly denies that he sought and obtained an interview with the Plff^t: and made the proposition as related in the Bill; on the contrary the Plff^t: sought an interview with your Respondent the said Richard Barrett, having become aware, that all the other parties interested, with the exception of the widow, of the testator, were greatly dissatisfied with the provisions of the will, had determined to resist the probate of it on grounds which they believed to be valid, and ~~of the~~ to claim of the said Edward J. Murfee payment to the Estate of the

testator, of the large advances made to him, herein before referred to. In this interview which occurred at the residence of your respondent Barrett, no threat of any kind was made to him - but your Respondent Richard Barrett distinctly declares, that in that interview, the Plff: voluntarily submitted to him a written proposition in his own hand writing, proposing to give up to the other heirs of the testator his interest in certain parts of the Estate devised to him, or to give to each of them \$1000, to be secured by deed in trust on his estate - the latter of which propositions was accepted by all of the said heirs on the 21st of April 1856, as will appear by said paper herewith filed marked "A" & prayed to be taken as a part of this answer. In compliance with this proposition and acceptance, the deed of trust of the 2nd day of May 1856, was executed by the said Edward F. Murphy and Josephine his wife, and the four bonds of the Plaintiff of \$1000 each therein described, were delivered by him to the several parties, and after the execution and delivery of the said deed and bonds, for the completion of which the Complainant was far more solicitous than any of the other parties, the will of the testator was admitted to probate, without any opposition. The Respondents affirm posi-

tively that the consideration for the said deed, therein fully set out, together with the withdrawal by the other parties and bytestes, including the defendant Levor and wife, of all opposition to the probate of the will, were the true, real, sufficient, and only consideration and inducement, to the execution of the said deed of trust and bonds, and then respondents most positively deny that the same were executed by the Plaintiff under any duress whatever, but that it was done by him freely, voluntarily, and of his own motion, that he never forced the completion of the said paper, and expressed great satisfaction and gratification of the completion of the arrangement.

Subsequently the Complainant persisting in his course of seditious, extortionate, and his infamous, most increasing, extortion to the ~~three~~^{four} other deeds of trust which are filed as exhibits with the bill; It will be perceived by the bill that the widow, Lydia Murphy, who is still living, has a joint life estate, with the said Edward, in the property devised to him, and your respondents charge that if the property conveyed by the said several deeds of trust, had been sold under the same; Subject to the said life estate, it would have fallen far short of paying the debts secured thereby, besides subjecting the said Edward F. Murphy

to great expense in the sale of the said property. Your respondents Jas: M. Murphy, N. B. Loomer, and Richard Bannett on the 3^d day of December 1856, purchased from the said Lydia Murphy her interest in the estate, except her legacy of \$500, the consideration for said purchase being the payment to her of an annuity of \$200 for which they are then bound, the instrument to such purchase on their part, being to promote her comfort, protect her from becoming involved by the said E. F. Murphy, and also in order to benefit the said E. F. Murphy in case of a sale of his said property; A copy of the said Contract is herewith filed marked B and prayed to be taken as part of this answer;

Finally when the credit of the said E. F. Murphy was entirely gone, among those who knew any thing about his true condition, he applied to your respondents Loomer, Murphy, & Bannett for the loan of \$300, proposing to secure the payment of it, by a deed of trust upon the same property, or to make an absolute conveyance of the remainder of his and his wife's interest under the testator's will, to your said respondents, which latter conveyance was accepted by your respondents, under the conviction however that they would never be able to receive their money, but for the purpose of preventing the said Edward F. Murphy from obtaining money from other persons

upon other deeds of trust upon the said property, which was already incumbered to its full value; Thereupon the said deed of bargain and sale of the said 9th day of October 1857, was executed, and your respondents paid the said E. F. Murphy the said sum of \$300 in cash, and affirmed and have since paid and satisfied the said debt under the said several deeds of trust.

Your respondent James M. Murphy had on the 8th day of Dec. 1856, become the assignee for value, of the bond of \$1,000 held by the defendant Jacob Loomer, secured by the deed of trust of 2^d May 1856, and this bond, with the four other bonds, have been surrendered to R. H. Baker for one of the trustees under the said last mentioned deed of trust, as satisfied, in order to obtain a Release Deed of the said property;

Your respondents aver that they are under any obligation to pay to the plaintiff any surplus that may be ascertained after paying all the debts mentioned in all the deeds of trust, although they wholly deny there will be any surplus, after paying said debts, even if the said Edward is credited with the full amount of the property, freed from the incumbrances of his mother's life estate, and if not credited, as he has no right to be, your respondents state that there will be a deficiency. Your said respondents have sold the land

Sworn jointly to the Complainant and
his mother, for the sum of \$7,500 and
two negro Mary and Stephen for the sum
of \$1600 — in the aggregate, ~~and the~~
~~absolute estate~~ ^{being} the said Stephen be-
ing the absolute property under the will, of
the said Stephen, and being entitled to said
estate after the death of his mother, the
chattel estate was probably value some
\$600; the property remaining unsold, which
the said Edward F. Manser formerly owned,
is his estate in fee simple after the death of
his mother, a joint interest during the
life of his mother, in slaves, household, &c.
batteries, mill, & horse, & old slaves, an ex-
pensive negro, and some house hold fur-
niture, all of which property, sold &
unsold, your respondent claims under
the said Edward F. Manser's will of 7th Octo-
ber 57, having paid for value for it all;
Your respondent denying all liability to
account to the said Edward F. Manser,
in the premises, yet having nothing to con-
cede, and being willing, though not bound
to answer such interrogatories, state fur-
ther in reply to the same that since the
7th Oct 57, your respondent has paid debts
and liabilities of the said Edward F. Man-
ser amounting to the sum of \$5,000 and
upwards, independent of the five bonds
of \$1000 each situated thereon, under the
first part of trust, and there are yet
some debts unpaid as they have never
been paid —
Your respondent is called upon to say what

debts if any, and of what nature and
character, were due from the plaintiff to
the testator Edward Manser at the
time of his death. In reply thereto your
respondent can only say that the Com-
plainant himself admitted himself that
he was largely indebted to his father &
late for a large number of advances
of money made to him at sundry times
for several years past, and sundry large
debts owing by the testator for him, the
evidence of ^{many of} which were obtained for
a negro given him, ~~except~~ and some
of which were pursued by the testator
as not worth the effort. The papers
found against the said Edward, now found
not accounts & other records of
claims against the said Edward, which
were paid by the testator, which he ad-
mitted to be just demands against him, some
of which papers are still in the hands
of your respondent's lawyer, some of which
have been since lost or mislaid; But your
respondent charges that the evidence of debts
~~obtained~~ among the testator's papers, do
not by any means embrace all claims
and demands of the estate against him, for
as above stated, many of the claims now
exist only in the memory of witnesses; that
written evidence of them having been
destroyed or suppressed, and after the manner
prevalent, and for such methods in which
the complainant has recognized the justice
of said demands, if he has any right
to demand an account thereof, which

they wholly deny, they are advised that
such detail is not proper for an answer.
Known no one knows better than the plain
tiff what claims were paid, and
with a full knowledge thereof he has
admitted that in the aggregate they
exceeded \$5000. - beyond his just share of
the estate, you respond at James R. Munger,
Executor as respondent, wholly denies his
liability to account to the plaintiff, and
you stand respondent both as Executor, and
in his own right, and you respond at the
last R. Barrett, and M. W. Lawrence deny their
liability to account to the plaintiff either
for the property conveyed to them by the deed of
the 7th Oct. 57, or for any sum paid in the
same, the existence of which doubts they
again deny, and admit no obligation
to him, except to pay the debt secured by
the bond of trust, which they have done
already, with perhaps one or two exceptions,
~~which~~ which they are always ready to pay.
You respondents in conclusion forbear to
comment further upon the ridiculous and
anomalous position, in which the plaintiff
has placed himself by his bill, and content
themselves with an explicit ~~denial~~ ^{denial} of all
its allegations, and with an indignant and
positive denial of all fraud and im-
purity of conduct whatever, in the transac-
tions referred to; they are advised that the
plaintiff has no claim whatever upon these
respondents or any of them, and being
fully assured, they pray to be heard
dismissed with their costs, by them in

4
The sum expended - *See* J. M. W. Munger
Willis W. Lawrence
Richd. Barrett
Ann W. Lawrence
Mary R. Barrett

Southampton County to wit

The foregoing answer was
subscribed and sworn to before me this day
by J. R. Munger, R. Barrett, and M. W.
Lawrence, as true to the best of their know-
ledge and belief -

John V. Barkan J.P.

Southampton County to wit

The foregoing answer was
subscribed and sworn to before me by Mary R.
Barrett the wife of Richard Barrett, and Ann
W. Lawrence the wife of Willis W. Lawrence as
true to the best of their belief, on this the 14th day
of May 1858

Joseph C. Gillette J.P.

Murphy

m $\frac{3}{2}$ Anson of
Murphy & Co

Gifts Phyllis & Olivia
Lydia Murphy

1858 - May 4

The separate Answer of Eliza
Oliver, to a bill of Complaint exhibited
against her and others in the Circuit
Court of Southampton County by Edward
F. Murphy,

This respondent saving and
reserving to herself, all benefit of excep-
tion to the said bill, for answer thereto
says that she has carefully read the
answer of James M. Murphy and others
filed in this cause, and that all the
facts therein stated by them, as to which
she is called upon to respond, she believes
to be true, and adopts them as her own;
In addition thereto this
Respondent most positively denies that
she ever offered to make restitution
of the amount secured to her by the
deed of trust of the 2^d May 1856, which
the Complainant terms an "iniquitous
conveyance". On the contrary, this
respondent believes that she is justly
entitled to the said amount, and that the
plaintiff was legally and equitably
bound to make the conveyance per-
fected by the said deed, has always
claimed the benefit thereof, and
has no intention whatever to dis-
-guish it, having received the full a-
mount thereof from the respondents
Jas. M. Murphy, M. M. Lawrence, and Richard
Barrett. She believes that the com-
promise made by the said Edward F. Murphy
was fully and voluntarily made by him,
was just and fair in every respect, and

She knows no man on why it should
be disturbed, She can only express her
surprise that the Complainant should
now be guilty of the folly and in-
justice of seeking to set it aside,
by falsely charging that he was
forced to execute it by threats -

And having fully answered, she fears
to be hence dismissed with her costs.

Eliya. A. Oliver

Southampton County to wit

Subscribed and sworn to

before me this 4th day of May 1858

Joseph E. Gillette J.P.

I Lydia Murfee have heard read, repeatedly
the answer of James W. Murfee Willis W. Lawrence
and Richard Barnett to E. J. Murfee's Bill
as filed against them and others, and have also
heard E. A. Oliver's answer ~~read~~ ~~and~~ ~~read~~
and say they are both true to the best
of my knowledge and belief, and I fully
concur with her and them

her

Lydia & Murfee
mark

Southampton County to wit,

The foregoing answer was acknowledged and sworn
to before me by Mrs. Lydia Murfee, as true to the
best of her belief, this the 4th day of May 1858

Joseph E. Gillette J.P.

Murfee

Murfee Cal.

Nov. Co. 1857.

To be entered

R. H. B.

Assmbly Term 1859

Murfee

Murfee Ad.

This cause came on this day to be heard on the Bill taken for confessed as to the defendants Jacob Snow & Narcissa his wife, John R. Chambliss, and Richard H. Baker jr, on whom process had been duly served, they still failing to appear and plead, answer or demur to the said bill, on the answer of the defendants James M. Murfee in his own right & as executor of Simon Murfee, deceased, Nellie W. Lawrence & Ann his wife, Richard Barrett and Mary his wife, Eliza A. Oliver & Lydia Murfee with general replications thereto, on the exhibits and examinations of witnesses, and was argued by counsel: On consideration whereof the court both adjudged order & decree that the bill of the plaintiff be dismissed, and that he pay to the defendants their costs about their suit in this behalf expended

The Commonwealth of Virginia: To the Sheriff of Southampton County.

Greeting. We command you to Summon James W Murfee in his own right & as Exor of
Simon Murfee de^d Miles W Lawrence & Ann his wife. Richard Barrett & Mary his wife. Jacob Leno^r
& Navefor his wife. Eliza Oliver. John R Chambliss. Richard H. Baker Jr & Lydia Murfee
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 March next
to answer a bill in chancery exhibited against them in our said Court by Edward
J. Murfee

And have them thus this writ Witness Linton R Edwards Clerk of our said
Court at the Courthouse this 26th day of January 1858 in the 82^d
year of the Commonwealth.

L R Edwards Clk

Delivered out Jar. W. Murfee. Willm W. Cameron
to him his wife Rich^d Barvatt & Mary, his wife.
Jacob Benson & Harriett his wife. Eliza Oliver
& E. W. Murfee by delivering each a copy of
this Summons. In R. Chamberlⁿ & R. St Baker Not
residing My County. Geo W Vick Dy for
Wm. Driggs shff

Murfee

2 Sum Chy.

Murfee copy to

1858 March Rules

Murfee

v. } Sum. Chy.

Murfee v.

1858 4th Rules

Norfolk March 12th 1858

Executed by delivering a
Copy hereof to R.H.

Baker Jr

Thos. J. Corpeau
Sergeant

Norfolk

The Commonwealth of Virginia,

Sergeant of the City of Norfolk
To the ~~Sheriff of Southampton County~~ — GREETING.

YOU ARE HEREBY COMMANDED TO SUMMON

Richard H. Baker

to appear at the Clerk's Office, of our

Sevent

Court of Southampton County, on the first

Monday in

April

next, to answer

a bill in chancery exhibited against

him & others in our said Court by Edward F. Murfey

and have then and there this Summons.

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

March

1858, in the

82^d

year of our Commonwealth.

L. R. Edwards

Murphy

v. } Sum. Chy.

Murphy v.

1859. April Rules

Executed on John R.

Chambliss - R. H.

Baker, no inhabitant

Wm. B. Turner T. J.

Greenville

The Commonwealth of Virginia,

Brunsville

To the Sheriff of Southampton County—GREETING.

YOU ARE HEREBY COMMANDED TO SUMMON *John R. Chambers & Richard H. Baker jr.*

to appear at the Clerk's Office, of our *Serient* Court of Southampton County, on the first
Monday in *April* — next, to answer *a bill in chancery exhibited against*
them & others in our said Court by Edward F. Murfee

and have then and there this Summons.

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

March

1857, in the

82

year of the Commonwealth.

L R Edwards

To James W. Mauger in his own right & as Exor of Simon
Mauger, Willis Lacombe & Ann his wife, Richard Barrett
& Mary his wife, Jacob Lenow & Narcissa his wife, Eliza
Oliver, Sylvia Mauger, Geo. W. Chambliss & Richard H.
Baker jr

I do hereby notice that on the 8th day of June 1858 between
the hours of sunrise & sunset at the house of
~~Jacob Lenow~~ in the County of Louisa Virginia
I shall proceed to take the depositions of certain
witnesses to be used as evidence for me in a suit
now pending in the District Court for the County
of Louisa Virginia wherein I am Plaintiff and
you are Defendant, and that the taking of
the same will be continued from day to
day until completed - Given under my
hand this 19th day of May 1858

E. J. Mauger
E. W. Mauger
atw

Executed May 21st 1835 by delivering a
copy of these ~~within~~ notices to each
Geo W Vicks Deputy
for Wm W Briggs shff

Murfee
2
Murfee
Notices

✓
Murfee

8. } Spe.

Murfee P

8th day June 1858 at Jacob
Simons

The Commonwealth of Virginia - To The Sheriff of Southampton County
Greeting We command you to Summon Nelson Gardner

at the Residence of Jacob Lenox in the County of Southampton
to appear ~~before the Judge of our Superior Court of Southampton County at the Courthouse~~
on the 8th day of June ~~from~~ next To testify and the truth to
speak in behalf of Edward F. Murfee
in a certain matter of controversy in our ^{Superior} ~~County~~ Court ^{of Southampton County} depending and undetermined
between said Edward F. Murfee
Plaintiff and James W. Murfee &c -

Defendants. And have shown this writ. Witness Lilliston R. Edwards Clerk
of our said Court at the Courthouse this 26th day of May 1858
in the 32^d year of the Commonwealth

L. R. Edwards Clk

The Commonwealth of Virginia,

J. O. Wright
TO THE SHERIFF OF ~~SOUTHAMPTON~~ COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

Irvin W. Duck of *Nelson B. Garding*

to appear ~~before the~~ *at Jerusalem* of our ~~in~~ *in* ~~Court of~~ *Court of* Southampton County, at
~~the Court House~~, on the *20th* day of *July* ~~Inst.~~ *Inst.* Term ~~Term~~ to testify and
the truth to say in behalf of *Edward F. Marfee*

in a certain matter of controversy in our said Court depending and undetermined between

Edward F. Marfee

Plaintiff and

Jas. W. Marfee

Defendant,

and have then and there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court

House, this

10th

day of

July

1858, in the *83rd* year of the

Commonwealth.

L. R. Edwards

Executed by Leaving a written notice at
 the residence of Nelson B Gardner with his
 wife he being absent from home July the
 19th 1858

Wm. H. Mumford & Co
 Josiah P. Gay Staff

Mumford

25 3/4

Mumford

20 day of July 1858 at
 New York.

J. P. Mumford.

for J. P. Mumford

July the 19th 1858 I delivered a written notice
 to Mr. Mumford to leave the house

✓
Murfee

2 sp^{ns}

Murfee

1835 Sept. 20

Executed

Geo W Vickroy
for W A Striggiff

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

*Jacob Snover. Seth D Williams. Harmon Joyner
Gordon Johnson: Matthew Vaughan. Wm A. Mapenbury. J. R. Chambliss*

to appear before the ^{of said County} of our Court of Southampton County, at
the Court House, on the ^{21st} day of *September* Inst. ~~Term~~ to testify and
the truth to say in behalf of *Edward F. Murfu*
in a certain matter of controversy in our ^{of said County} ~~said~~ Court depending and undetermined between
said E F. Murfu Plaintiff and
+ J W. Murfu 1st Defendant,

and have then and there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court
House, this *20th* day of *Sept.* 1858, in the *83^d* year of the
Commonwealth.

L R Edwards

To E. J. Murphy & Josephine his wife

Take Notice, That we shall proceed on the 19th day of October 1858 and between the rising and setting of the sun, at Franklin in Southampton County

to take the deposition of Matthew Vaughan, Jas. Dillards & others

to be read as evidence in the suit now depending on the Chancery side of the Circuit Court of Southampton County

in which you are _____ plaintiffs and we & others are _____ defendants And if, from any cause, the said deposition should not be taken, or, being begun, should not be concluded, at the time and place above named, the same will be taken, or the taking continued, at such other time and place as may then be appointed,—adjourning from time to time, and from place to place, as often as may be necessary.

Oct. 4. 1858 S

Wm. L.
J. B. Murphy R. B. Bantle
B. B. Loomis & others

The Commonwealth of Virginia, *Nonsuited*

TO THE SHERIFF OF ~~SOUTHAMPTON~~ COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *Arthur E. Hall. Richard H. Sw. Dr. H. B. Council*
Lawrence Johnson Wife Lucy. Jacob H. Daugherty.

to appear before the *at Franklin* in of our ~~Court~~ of Southampton County, ~~at~~
the ~~Court~~ House, on the *19th* day of *October Inst.* Term ~~_____~~ to testify and
the truth to say in behalf of *James W. Murfee & others*
in a certain matter of controversy in our ~~said~~ *County* Court *of Southampton County* depending and undetermined between
Edward F. Murfee Plaintiff and
James W. Murfee & Co. Defendant,
and have then and there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court
House, this *11th* day of *October* 1858, in the *83* year of the
Commonwealth.

L. R. Edwards

Munfu J. J.

as { Sp.

Munfu

19 October 1858 at Franklin.

Executed

John R. Savary, Shff.
Staunton County, Va.

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *Isaac Lee & James Barnes*

to appear before the *at Franklin in* ~~of our~~ ~~Court of~~ Southampton County, at
the ~~Court House~~, on the *19* day of *October Inst* ~~Term~~ to testify and
the truth to say in behalf of *James W. Murfee &*
in a certain matter of controversy in our said Court depending and undetermined between

E. F. Murfee

& J. W. Murfee

Plaintiff and

Defendant,

and have then and there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court
House, this *16* day of *October* 185*8*, in the *88* year of the
Commonwealth.

L R Edwards

I accept the Service of the
within notice - Col. 1858

~~Executed by J. P. Daugherty~~
~~Constable the 15th day of October~~ Isaac Lee
~~1858~~ James Barry

Executed the 15th day
of October - 1858 by William
P. Daugherty Constable

Murphy

Murphy
as
3/4

Geo. R. Johnson & Co.

affirmed this 23rd day of October 1858

to Court. Given under my hand in the County
Notice to the within named parties according
I made oath that he did execute the within
this day 1858. P. Daugherty Constable before me
Notary and County Clerk.

The Commonwealth of Virginia: To the Sheriff of ^{Fauquier} Southampton County
Greeting. Whereas in a suit in Chancery lately depending in our Circuit Court of
Southampton County in which Edward G. Murfee is plaintiff and James W. Murfee
in his own right and as Exor. of Simon Murfee dec'd. Lydia Murfee others Defendants
and before a final decree was rendered therein the said Lydia Murfee died and the plaintiff
has applied for a Scire Facias against James W. Murfee administrator of the said Lydia
Murfee. Therefore we command you that you make known to the said James W. Murfee
administrator of the said Lydia Murfee that he be before the Judge of our said Circuit
Court at the Courthouse on the first day of the next Term of the said Court to shew cause
if any he can why the said suit should not be proceeded in to a final ^{Decree} judgment and how
them there the writ. Witness Littleton R. Edwards Clerk of our said Court at the Courthouse
this 24th day of March 1859 in the 83^d year of the Commonwealth

L. R. Edwards Clk

Executed March 29th 1839 on James
W. Murfee by handing him a
Copy of the within See p. a.

J. M. Weaver &
for Mm M. Hume &c

Murfee

or { Said

Murfee Ex. & Co

1859 May Term

Murphy
v } Sp:

Murphy Ex: r

19th April 1859 at Jerusalem

Executed April 18th
1859 on St. C. B. B. B.

Robt. M. L. L. L. L.
For W. W. L. L. L. L.

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *C. D. Burkum*

to appear ~~before the~~ *in Jawsdon* at the office of ~~John~~ *Chas. S. Mapsonburg* Court of Southampton County, at
~~the Court House~~, on the *19* day of *April* next ~~Term~~ to testify and
the truth to say in behalf of *E. F. Mapsonburg* ~~attorney~~

in a certain matter of controversy in our said Court depending and undetermined between

E. F. Mapsonburg

Plaintiff and

J. W. Marfee

Defendant,

and have then and there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court

House, this *24* day of *March*

185*9*, in the *83* year of the

Commonwealth.

L. R. Edwards

Murfee

no. } sp:

Murfee Ex. 10

11th October 1859 at
Franklin

Ex p. Carter
G W Cook
Deputy S. H. H.

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON

Warren Edwards & C. D. Barham

to appear before ~~the~~ a Justice of the ~~Peace~~ *Peace* Court of Southampton County, at
the Court House, on the *11th* day of *October* next Term to testify and
the truth to say in behalf of *E. F. Murfee*
in a certain matter of controversy in our ~~said~~ *original* Court depending and undetermined between
said E. F. Murfee Plaintiff and
Jas. H. Murfee *Exr. Simon Murfee &* Defendant,
and have then and there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court
House, this *20th* day of *September* 185*9*, in the *84th* year of the
Commonwealth.

L. R. Edwards

Murphy

Murphy

At Franklin Oct
11 185-9.

Entered on
Willis & wife Jacob
Lemmon & wife, Rich?
Barnett & wife
Eliza Oliver.

James W. Murphy out
a resident of my camp

G. W. Vick Depy
Shff

James W. Munger, Michael Barnes & Mary
To his wife Willis Lawrence & Nancy his wife
Jacob Senow & Harriette his wife & Elizabeth.

TAKE NOTICE, That on the 11th day of Oct 18 59 between the hours
of sunrise and sunset, at Franklin Depot

I shall proceed to take the depositions of certain witnesses to be used as evidence, for me, in a suit now
pending in the Circuit Court, for the County of Southern Providence
in which I am Plaintiff and you are Defendant

And if from any cause the taking of the said depositions shall not be commenced, or being commenced
should not be completed on that day, the taking of the same will be adjourned from time to time, until
the said depositions shall be completed.

J. T. Munger & Co.
attys.

Mar 22

THE COMMONWEALTH OF VIRGINIA,

To

Greeting:

WE COMMAND YOU, that from all further proceedings on a *decree pronounced by the circuit court of Southampton county, on the eleventh day of November 1839, in a suit in which Edward P. Murfee was plaintiff and James W. Murfee in his own right and as executor of Simon Murfee dec'd. Willis W. Lawrence and Ann his wife. Richard Barnett and Mary his wife. Jacob Lenow and Narcissa his wife. Eliza Oliver John R. Chambliss. Richard A. Barker and Lydia Murfee were defendants* you altogether supersede, which *decree* before the Judges of our Supreme Court of Appeals, at the State Court House, in the city of Richmond, for cause of error in the same to be corrected, on the petition of the said—

Edward P. Murfee

we have caused to come. We also command you, that you give notice to the said *James W. Murfee and the other defendants above named*

that *they* be before the Judges of our said Supreme Court of Appeals, at the State Court House aforesaid, on the first Monday in *December* next, then and there to have a rehearing of the whole matter, in the *decree* aforesaid contained. And have then there this writ.

Witness,—JOSEPH ALLEN, Clerk of the said Supreme Court of Appeals, at Richmond, the *12th* day of *October* 18*60*, and in the *83rd* year of the Commonwealth.

J. Allen CC

MEMO.—The above writ of supersedeas is not to be effectual until the petitioner shall enter into bond, with sufficient security, in the Clerk's Office of the said Circuit Court *in the penalty of four hundred dollars* conditioned as the law directs, and a certificate of the execution thereof, together with the name of the security, shall be endorsed hereon by the Clerk of the said Court.

Teste. J. Allen CC

Jacob Linn
Notice to
Collect C.F.R.
Banc

P.
referred to in copy
Examination Dec 12
of Jacob Linn
J. V. Gillette J. S.

To Mr James W Murfee

Whereas I did on the 8th day of December 1856 transfer to you a bond given May the 2nd 1856 by E. J. Murfee for one Thousand Dollars payable the 1st day of January 1857 to me & by me endorsed when transferred to you; Notice is hereby given you to proceed as speedily as possible to collect the said bond by directing the Trustees in the deed of Trust executed by E. J. Murfee & wife to R. H. Baker & John R. Chambliss Trustees to secure the payment of the said bond alone with other debts due by the said E. J. Murfee to you & others and recorded in Southampton County Court to sell the property therein conveyed & pay the same as I am unwilling longer to stand as the Endorser upon said bond

Given under my hand this 17th of March 1857

Jacob Senon
JS

Marfus

v. } Copy Dep.

Marfus Exor. &c

The Depositions of the following witnesses to wit:

taken at the house of Jacob Linow in the County of Southampton on the 8th day of June 1858 between the hours of Sunrise and Sunset. Pursuant to notice herewith returned to be read as evidence on behalf of the plaintiff in a suit now pending in the Circuit Court for the County of Southampton on the Chancery Side between Edward F. Murfee Plaintiff and James W. Murfee in his own right and as Exor. of Simon Murfee, Willis Lawrence & Ann his wife, Richard Barrett and Mary his wife, Jacob Linow and Narcissa his wife, Eliza Oliver, Lydia Murfee, Dr. R. Chumbley and Richard H. Baker Jr. Defendants, before Joseph C. Gillette a Justice of the Peace in and for the said County -

Narcissa Linow being first duly sworn deposes & saith as follows:-

Quest. By Plaintiff- State if you were present at the examination of the papers of the late Simon Murfee, and if so state what conversation then occurred between Jas. W. Murfee and Richard Barrett relative to a proposition to be made to E. F. Murfee to consent to an equal division of the property of Simon Murfee among his children and what other conversation you heard at any other time between the Defendants on the same Subject.

Ans. I was present in the afternoon when the papers were examined at Bro. Jas. Murfee where the papers had been carried. I heard Bro. Jas. say that he had found a hornets nest and he should be bound to prosecute Edward Murfee for criminal offence, he said if Edward Murfee would set aside the will, let all come in equally that he would give up the papers if the rest would consent to it, he proposed to Mr. Barrett to meet Edward Murfee at the Leas next morning, Edward was gone to Norfolk, and to tell him his situation, and to make that proposition to him. Mr. Barrett came back to Brothers next morning, told him he had seen him, Bro. told Mr. Barrett that Edward had more confidence in him than in any of the rest and he had better go and see him, Mr. Barrett remarked yes, he looked on him as a friend. Bro. asked him when he got back what Edward said, he said he seemed very much surprised when he told him, he said he would be over in a few minutes, he came over in a few minutes, him and Brother had a conversation in the yard which I did not hear, they then came in the house. Brother remarked to him that he was the most fortunate man in the world, suppose there were orphan children how would this thing be managed, now if you will set aside the Will and let us all come in we will give you up all the papers, and say no more about them, Edward remarked he did not know what they had against him, with tears in his eyes. Bro. remarked what will you do, what will you do. Superior Court is next here. You must do something before that comes on or I will be bound as executor to prosecute you for criminal offence. Edward again remarked he could not see what they had against him, was there no other proposition that could be made that would satisfy them. Brother remarked they would not be equal with him, if he was to set aside the Will. Edward remarked, if he was to do that, pay his just debts he would have nothing, to support his family he rather be dead than to see his wife and children suffer, he asked again if there was no proposition that he could make, Brother said that was the fairest that could be made for the children, Edward offered them a thousand dollars a piece and asked

them if that would satisfy them. nothing else passed that day that I recollect. in a few days Mr. Barrett came over to Brothers again. he said that fellow, referring to Edward Murfee said that was all he would do, was to give a thousand dollars, before he would do any thing else he would give John Murfee the power of attorney, and he would leave until it was settled. Brother asked Mr. Barrett did he think he would leave, he said he would not be surprised, and we had better take the thousand dollars than not get any thing. if he gave Mr. Murfee a power of attorney and left we would not get a cent. Brother said he did not think he would leave that they would try him a while longer, the next conversation they agreed to take the five thousand dollars provided he would give a Deed of trust on all his interest in his Fathers Estate, and his wife to acknowledge the Deed, they would give him up the papers as soon as that was done. Bro. remarked he thought his wife was too smart a woman to be caught in such a trap. that is all I heard at that conversation.

The Deed was written the bonds all executed. Mrs. Murfee went to the office and acknowledged it, he Brother, asked, if she had acknowledged the deed when came back. I told him yes - he said poor thing she did not know what she had done. she would be out of doors before two years. I dont recollect any thing more.

Quest. 2^d by Same - State what persons were present at all these conversations:

Ans. The first conversation that afternoon at Brothers was Mr. Barrett and his wife Mr. Lawrence, Brother and myself, and Mr. Barrett and his wife again. Ma. Edward Willis Lawrence, Jas. Murfee and myself at the second conversation the next morning the same were present at the next conversation except Edward and Ma and I do not know that Willis Lawrence was there, and at the last conversation no one was present but myself and him Bro. Jas. Murfee.

Quest. 3^d by Same - Have you at any time heard Willis Lawrence speak of the Deed of Bargain and Sale from Edward Murfee to himself Richard Barrett and Jas. W. Murfee and if so state what he then said.

Ans. I do not think I ever heard him say any thing particular about it. I heard Willis say that if I was the cause of his losing his thousand dollars he would make it out his hands, that is all he said.

Quest. 4th By Same. Were any of the children of Simon Murfee aware of the contents of his will before his death.

Ans. I heard Mr. Barrett say he was:

Quest. 5th by Same - Was Edward Murfee generally regarded by the family as the favorite of his father.

Ans. I think he was.

Quest. 6th by Same - Did you at any time hear Willis Lawrence speak of the amount of debt due from Edward Murfee to his fathers estate found among his papers, and if so state what he said.

Ans. I heard him say there was only twenty five hundred - that could have been collected if they could.

Quest. 7th by Same - When you speak of Brother who do you mean.

Ans. James W. Murfee.

Quest. 8th by Same - Have you at any time heard Eliza Oliver speak of the thousand dollar bond due her by Edward F. Murfee and if so state what she said about her

disposition to enforce the payment of it.

Ans. I have heard her say if it was not right for her to have it she did not want it, and she did not think it was - but the others said that it was right she should have it, she said she felt like she was placed between two hot irons, if she moved either way she would be burnt.

Quest. 9th by Same - Have you since the execution of the first Deed of trust heard Richard Barrett say what would have been the consequence to Edward F. Murfee if he had not executed said deed.

Ans. I have, he said he would have been in the Penitentiary where he ought to have been ten years ago.

Quest. 10th by Same - Have you or have you not heard Jas. W. Murfee say that Edward F. Murfee had authority to sign his fathers in his lifetime.

Ans. I have, I have heard him say that Papa had given Edward that leave and Edward had it in his power to consume the whole estate in that way.

Quest. 11th by Same. What more particular mention was made about a prosecution for criminal offence, in the conversation to which you have alluded more than what you have already stated.

Ans. I saw Brother James have the papers and speaking of them said some could be collected, there were others could be used to an advantage to bring about setting the Will aside. that is all I now recollect.

Quest. 12th by Same - Were any threats made by any one with a view to induce him, Edward Murfee, to execute this deed of trust which secured the payment of the five thousand dollars.

Ans. They told him if he did not do it Brother said they would be bound to prosecute him, he would be bound to do it as Executor, if he would set aside the Will let them all come in equally he would let him out of it, and give him the papers.

Quest. 13th By Same. Did Mr. Barrett say any thing in any of these conversations about prosecuting Edward Murfee if he refused to set aside the will.

Ans. I did not hear him say any thing to Edward Murfee on that subject.

Quest. 14th By Same. Did you ever hear Mr. Barrett state what he had said to Edward Murfee on the subject of prosecuting him and what.

Ans. I have, I heard James Murfee tell Mr. Barrett that he must meet Edward at the Court the next morning as Edward had gone to Norfolk, tell him they had found those papers as he looked at Mr. Barrett as a friend that he had better go, he had no confidence in any of the rest, if he would set aside the Will let all come in equally he would give him the papers and say no more about it, otherwise he would be bound to prosecute him for criminal offence - the next morning Mr. Barrett came to Mr. Murfee and told him he had seen Edward, Jas. Murfee asked him what he said, he said he seemed very much surprised, especially when he told him that he had used names that he ought not to have used, and said he would be over in a few moments, which he did, him and Jas. Murfee had a conversation in the back yard. after he returned from seeing Edward Murfee Mr. Barrett stated he had told Edward Murfee if he would not set aside the Will and let all come in equally he would be tried for criminal offence and be sent to the Penitentiary certain.

Quest. 15th by Same. Was the conversation before the execution of the Deed of Trust that

Secured the payment of the five thousand dollars or after it.

Ans. It was before.

The Counsel for the Defendants other than Lenox & wife desire the Justice to record their exceptions taken before the deposition was commenced and during the examination of the witness in chief as follows.

First. We object to the competency of Mr. Lenox to testify in this cause.

Secondly. They object to all declarations of Edward Murfee and to all the conversations the detail of which has been given by the witness - and without waiving said exceptions, but reserving the full benefit thereof proceed to Cross examine -

Quest 1st Cross. Are you not with your husband Jacob Lenox a defendant in this suit?

Ans. Yes.

Quest 2nd Cross. Were you ever present at more than one conversation between Edward Murfee and Jas. Murfee in reference to the matters in controversy -

Ans. I do not think I ever was.

Quest 3rd Cross. When you answered the first interrogatory in Chief did you state all you then recollected and now recollect of the statement as to what passed between Edward Murfee and Jas. Murfee and the others in that conversation.

Ans. I told all I then recollected and now recollect but will not say it was all that was said.

Quest 4th Cross. When Edward Murfee in that interview proposed to give his bonds to each of the other heirs of Simon Murfee for one thousand dollars each was anything said by him or any one else at that time about securing the bonds by Deed of Trust.

Ans. I do not think there was.

Quest 5th Cross. Was the proposition then accepted or on the contrary was it not rather declined or some time taken by all the parties to consider it.

Ans. It was accepted that day.

Quest 6th Cross. You never were then present at any conversation between Edward Murfee and this Bro. Jas. or any of the other parties when the Deed of Trust was spoken of.

Ans. I have been present when the Deed of Trust was spoken of between my mother and Edward Murfee but none others as I recollect of at this time.

Quest 6th Cross. Were you satisfied with your Father's Will at the time the parties first met to examine the papers.

Ans. I was satisfied with it. I never expressed any thing else that I know of.

Quest 7th Cross. Do I understand you then as positively stating that you never at any time felt or expressed dissatisfaction with the preference given by the Will to your Bro. Edward -

Ans. I do not recollect I might or I might not, I might have said something about Pa's making an unequal division among his children.

Quest 8th Cross. Am I to understand you that in the meeting for the examination of the papers, and the conversation held about them on the various occasions ^{narrated} ~~narrated~~ you were entirely silent and never expressed in words your acquiescence or dissent -

Ans. I talked as well as the rest but I never made any threats.

Quest 9th Cross. State in substance what you did say.

Ans. I could not tell to save my life what I did say, not the first word I ever said.

Quest 10th Cross. Cannot you say whether you acquiesced or dissented in what was said or done.

Ans. I never objected to it.

Quest 11th Cross. Can you not say then that you acquiesced or assented -

Ans. I agreed with the balance -

Quest 12th Cross. Were you present when the bonds were written and signed and the Deed of Trust executed -

Ans. I do not think I was.

Quest 13th Cross. Were you present when the Deed of Trust was acknowledged by Mr. Edward Murfee.

Ans. No.

Quest 14th Cross. When did your Father die -

Ans. The 9th of April 1856.

Quest 15th Cross. When were the papers examined of which you have spoken.

Ans. On Friday about a week after my Father's death.

Quest 16th Cross. Did you meet at your Brothers by appointment that afternoon -

Ans. I did but I do not know about the others.

Quest 17th Cross. What was the object of that meeting -

Ans. To examine the balance of the papers that were not examined the day before at my Father's house where all the heirs were present except Mrs. Lawrence. Edward included.

Quest 18th Cross. At that first meeting was it arranged and agreed that the parties should meet the next evening at Jas. Murfee's to complete the examination -

Ans. I never heard it.

Quest 19th Cross. Was your husband Jacob Lenox never present taking part in any of the conversation you have detailed.

Ans. Never that I recollect of.

Quest 20th Cross. Did you receive Edward Murfee's bond for one thousand dollars under the arrangements made -

Ans. I did.

Quest 21st Cross. What has become of that bond -

Ans. Jas. Murfee had it, he gave me hundred and thirty dollars for it, as I was told by my husband and Mr. Murfee.

Quest 22nd Cross. When was the bond assigned.

Ans. I think it was Dec. 1856.

Quest 23rd Cross. Has the money paid by Mr. Murfee to your husband for said bond been refunded or offered to be refunded -

Ans. Not that I know of.

Quest 24th Cross. Do you know that your husband before he sold said bond required your brother James to collect it of Edward Murfee by making sale under the Deed of Trust.

Ans. I do not recollect of his ever doing so before it was sold.

Quest 25th Cross. Did he not after it was sold require your brother James to enforce the payment of said bond -

Ans. I heard him, my husband, say so.

Ques. 26th Brofs. In the meeting of the heirs on the Friday afternoon of which you have spoken did not your brother James distinctly say that as Executor of his Father's he would take such proceeding in regard to contesting the will as the other heirs interested in setting it aside wished or required of him and that he would be content with their decision.

Ans. I do not recollect hearing any thing like it.

Ques. 27th Brofs. Now that this matter is brought to your attention can you not on a little reflection recall the recollection of the fact that some such proposition was made by your brother at that interview or some other.

Ans. I do not recollect. I do not say he did not do it.

Ques. 28th Brofs. Were your relations to your Brother James at that time, ^{and for sometime after.} most intimate, confiding and affectionate.

Ans. No not for years I have not had a great deal of confidence in him.

Ques. 29th Brofs. Did you not at least profess that you had such confidence in him and maintain towards him the outward show of confidence and affection.

Ans. It might have looked so to others.

Ques. 30th Brofs. Did you not visit at his house frequently and maintain intimate social relations with him and his family.

Ans. After his family died I did because he requested me, but I do not say that I did not visit his house before but not so frequently.

Ques. 31th Brofs. Has there recently been and from what period, a complete cessation of social and friendly intercourse between you and your Brother.

Ans. There has, a little more than twelve months ago.

Ques. 32th Brofs. And what your relations to Mr. Barrett, Mr. Lawrence and their husbands at this time.

Ans. I love them as brothers and sisters and always have.

Ques. 33th Brofs. Are your social relations with them intimate at this time.

Ans. I would be if they would let me.

Ques. 34th Brofs. Have you not yourself frequently used as harsh expressions in reference to Edward Murfee and of the same import as those you have attributed to Richard Barrett.

Ans. I do not know whether I have or not.

Ques. 35th Brofs. Cannot you upon reflection say that you have.

Ans. I cannot.

Ques. 36th Brofs. Cannot you remember the opinion you entertained with regard to him and that it was very unfavourable.

Ans. It was at one time.

Ques. 37th Brofs. When Jas. Murfee spoke of his being bound to prosecute Edward as Executor, did you not understand him at the time to mean that he would be bound to take steps to set aside the will unless Edward would make some compromise.

Ans. I did not. I do not recollect.

Ques. 38th Brofs. Were you present on the Friday afternoon spoken off at the meeting of the parties the whole time.

Ans. I think I was but could not be positive.

Ques. 39th Brofs. Did your husband go over there with you or come away with you.

Ans. He did not neither. he was not there whilst I was there I am certain.

Ques. 40th Brofs. Do you remember what grounds were taken by yourself and the other parties at that interview about setting aside the will.

Ans. I do not recollect of any on that day.

Ques. 41th Brofs. How were the papers to be used to set aside the will.

Ans. I never heard that day any thing about that as I know of.

Ques. 42th Brofs. Who was present when James Murfee told you that Edward had authority from his Father to sign his name.

Ans. I cannot tell no one that I recollect of.

Ques. 43th Brofs. Could you tell when and where and what led to the remark.

Ans. At his store, the fall before Pa. died in the spring. I don't tell what led to the remark.

Ques. 44th Brofs. Do you remember whether any thing was said at the time about Edward signing some paper with his Father's name without authority.

Ans. I do not at that time.

Ques. 45th Brofs. Do you know any thing about the written proposition made by Edward to give his bonds which he afterwards did give by whom written and where and when.

Ans. I never saw it. I heard of it.

Ques. 46th Brofs. Have you since your falling out with your brother James in January 1857 frequently threatened that you would make him lose the money Edward or all him on his bond for one thousand dollars as well as the other bonds and stated that you had got your money and meant to keep it.

Ans. Never.

Ques. 47th Brofs. Was it ever the purpose of yourself and husband to engage counsel to set aside your Father's Will before Edward gave his bonds.

Ans. It was spoken of I think.

Ques. 48th Brofs. Have you ever said at any time since January 1857 that you intended to be a thorn in your brother James' side as long as you lived.

Ans. I did.

Ques. 49th Brofs. Was your husband Jacob Lenox at your brother James on the morning of the first interview, on Friday evening.

Ans. He said he was.

Adjourned by consent of Councils present. Knicker and Mafenburg for Plaintiff and R. S. Baker and J. Taylor for Defendant to Friday the 9th of July 1858 to the Town of Franklin in said County.

Jos. E. Gillette J.P.

Pursuant to the above adjournment, the Plaintiff and Defendants met and by consent adjourned to the courthouse of Southampton County at Jerusalem on Tuesday the 20th Inst. Given under my hand this the 9th day of July 1858.

Jos. E. Gillette J.P.

Adjourned by consent of parties till Tuesday the 24th of Sept. 1858 at Jerusalem.

Jos. E. Gillette J.P.

Re-examination of Witnesses.

Ques. 1st By Plaintiff - When in answer to the Defendants question you said that the money received for your bond, had not been refunded or offered to be refunded, did you mean that it was not offered to be refunded to Jas W. Murfee or that it was not offered to Edward Murfee?

Ans. I meant to Jas W. Murfee.

Ques. 2nd Was Jacob Lenox your husband advised by one to direct Jas W. Murfee to sell under the Deed, and collect the bond traded to him against Edward F. Murfee and if so by whom was he advised - Ques. objected to -

Ans. He was advised by Jas W. Murfee.

Ques. 3rd What was the exact language used by Jas W. Murfee as near as you can recollect it, when he so advised Jacob Lenox -

Ans. To give him Jas Murfee legal notice that he would not be Edwards endorser any longer and then he would push the Deed, and they would all get their money sooner than they expected -

Ques. 4th You have said you were not on good terms with Jas W. Murfee - would that fact influence your testimony -

Ans. Not at all.

Ques. 5th Has Jas W. Murfee been always on good terms with his other Brother and Sisters.

Ans. No - and more particularly with Richard Barrett & his wife, he never had any thing to do with them until about two or three years ago.

Ques. 6th When you said that you would be a thorn in the side of Jas W. Murfee, what did you mean, and what caused the remark?

Ans. I had received very unkind treatment from him, and I understood he said I was the worst woman in the world, he was sorry I had settled so near him.

Ques. 7th Did you allude by that remark to the prospect of your being a witness in this suit.

Ans. I did not, it was twelve months before the suit was introduced, neither had I heard of the suit, but I will say that I did not repeat it afterwards within the twelve months.

Ques. 8th State when Jas. Murfee said to you that as Executor he was bound to prosecute Edward F. Murfee what was his exact language as near as you can recollect and also state what you understood him to mean from that language -

Ans. He said he would send him to the Penitentiary, I thought from his repeating that word so frequently that he had a right to send him right away -

Recross Examined -

Ques. 1st Were you present at any time when Jas. Murfee suggested to your husband to give him the notice to collect Edward Murfee bond, or did your husband tell you that he had done so?

Ans. I think I was present I am not quite sure I was. I am sure that Jas. Murfee has told me that he did tell him so, and often told me it would be the best thing Jacob could do, that it would exonerate Jacob Lenox as security for Edward F. Murfee - And farther this deponent saith not.

Narcissa Lenox

Jacob Lenox being next sworn, deposed and said -

That testimony of Jacob Lenox is accepted to, by the Defendants for want of competency -

Ques. 1st By Plaintiff State whether or not you at any time heard Jas W. Murfee say that he had threatened Edward F. Murfee with prosecution for forgery unless he would consent to abandon the provision made for him in his Fathers Will -

question objected to as leading -

Ans. Mr. Jas W. Murfee told me a few days after the papers of Simon Murfee dec^d were examined, that he commissioned Mr. D. Barrett to go to Franklin to see to Edward F. Murfee as he came up on the bars and tell him that there was papers found of a criminal character, and that if he did not make some steps to have them settled they would certainly send him to the Penitentiary, as he was Executor and there was no orphan children he ought to be very thankful that all the heirs were of age.

Ques. 2nd State whether you have at any other time heard Jas W. Murfee speak of any other threat made to prosecute Edward F. Murfee for forgery, and if so state what he then said.

Ans. It was a daily business, I heard him speak of it two or three times a day, he said he had the strings on him then and he intended to pull them, that if Edward Murfee did not let them all come in equal shares on the Will that he should be bound to prosecute him for forgery.

Ques. 3rd State what conversation occurred on the subject, at the examination of Simon Murfee papers in your presence.

Ans. I was about an hour and a half in the forepart of the day, they found some papers which they said was of a criminal character, some they could use as a seal and some they could collect and some they could not collect - I mean by they Jas. Murfee who used the language, he was chief Doff, Richard Barrett, Willis Lawrence and myself were the other persons present - what they meant of criminal character they said those papers would carry him to the Penitentiary - I cannot say all that was said as there was a great deal said.

Ques. 4th Did you examine any of those papers, that Jas W. Murfee said were of a criminal character.

Ans. I saw some few of them, but I did not see any of a criminal character, there was one paper said to be a receipt from Mr. Chandler a lawyer in Norfolk handed round, I did see whose name was to it, merely to judge whose hand writing it was, and that I did not know.

Ques. 5th State whether you ever heard Richard Barrett speak of Edward F. Murfee being threatened with the Penitentiary and if so state what he said on that subject -

Ans. Mr. Barrett passed my shop last Spring, we were talking about the Carris property who the owner of it was, he said to me where would Edward Murfee have been now if he had not have given us those bonds of a thousand dollars each, I told him I did not know his reply was in the Penitentiary, that is all I have ever heard Mr. Barrett say about it.

Ques. 6th State whether you ever heard Willis Lawrence speak of Edward F. Murfee being threatened with the Penitentiary, and if so state what he said on the subject.

Ans. I do not think I ever did.

Ques. 7th Did Jas. Murfee ever say that Lawrence, Barrett, Mrs. Oliver and yourself ought to pay him for his trouble in obtaining that bond of a thousand dollars each from Edward Murfee, and if so state his language as near as you can recollect, on the subject.

- objected to by Defendants as leading -

Ans. I heard him say it often, as he was the cause of their getting the Bonds and I ought to give him half as I had no children, and that he had lay awake often at night studying how he could accomplish the matter, and if Edward F. Murfee had known

the true character of the papers that was found with Capt. Murfrees papers, that he would have never given his bonds for a thousand dollars each. he remarked to me when Mrs. Edwards Murfee acknowledged the deed, poor woman she did not know what she had done, he further said that he intended to be the means of her losing her home there, that she had been scornful and used pride around him and he intended to take her down a notch lower - this is all I can now recollect on that point. at times I could recollect ten times more -

Ques: 8th When Jas. Murfee delivered to you your bond against Edward F. Murfee for a thousand dollars what did he advise you to say if any one should inquire of you how you came by it -

Ans. I asked Mr. Murfee when he delivered me the bond what I must say if any person asked me how I came by it, he remarked to me I must say that there ^{were} papers found among Capt. Murfrees papers to amt. to that, and that I must not say it was a compromise but that there were papers amounting to Five thousand Dollars or upwards found against him.

Ques: 9th State what you said to Matthew Vaughan about Edwards' deed -
Question objected to by Defendant.

Ans. I told Matthew Vaughan I reckon as much as two years ago, that I was not satisfied with Edward Murfrees bond and that I was at any time willing to refund it, that I believe it was a fraudulent affair, and that I believed the deed was also a fraudulent affair and I hold there I did not believe that the money was mine.

Ques: 10th Have you at any time heard Willis Lawrence speak of the deed of Bargain and sale from Edward F. Murfee to himself Jas. W. Murfee and Richard Barritt and if so what he said -

Question objected to by defendants

Ans. I was at Willis Lawrences about the last of last December, we had taken a walk and he remarked, after the matter between them and Edward Murfee was settled, they intended to pay him over the surplus -

Ques: 11th Why did you trade your bond to Jas. Murfee -

Ans. Mr. Jas. Murfee solicited me a great many times if I traded off that bond to let him have it as he did not wish it to go out of the family. I remarked to Mr. Murfee that I did not wish to lose anything on it and that I was doubtful about the bond and I thought the deed could be upset some time or another and if I had that money I should use it and would be troubled to get it afterwards if the deed should be upset and he wished me to endorse the bond but I did not want to do so, but he did so he said by my endorsing the bond I could give him notice and get clear off the endorsement, that Edward Murfee was already out with me, and it could not make him any madder and that they could get their money sooner.

Ques: 12th Why did you give Jas. W. Murfee notice to proceed to collect the bond that you had assigned him against Edward Murfee.

Ans. Because he requested me to do so.

Cross Examination -

The Council for the Defendants reserves all exceptions.

Cross Examined -

Ques: 1st Did you not immediately after Simon Murfrees death retain Council to contest his Will

Ans. No. Soon after the death of Simon Murfee Mr. Jas. Murfee requested me and

Willis W. Lawrence to go to Brunswick to see Col. Chambliss and know of Col. Chambliss if Capt. Murfee was in his right mind when he made his will. Mr. Lawrence and myself went to see him and Mr. Chambliss pronounced the old man to be in his right mind. I did not say any thing myself to Chambliss about the Will.

Ques: 2nd Did you not write to Council in Norfolk about the Will.

Ans. No. I wrote to Council after Mr. Murfrees death but it was about some negroes for which I expected to be sued by Murfrees Executor.

Ques: 3rd Do you wish then to be understood as saying that in all you did prior to the execution of Edward Murfrees bonds and the deed securing them and in receiving Edward Murfrees bond to you for One thousand dollars you were only the passive instrument or tool of Jas. W. Murfee in said acts.

Ans. No I did receive the bond and at the time thought it was correct, but a short time afterwards I thought it was a fraud.

Ques: 4th Were you at that time at variance with Edward Murfee and on good terms with Jas. W. Murfee.

Ans. I at that time spoke to Edward Murfee and was on good terms with Jas. Murfee, but after that in the latter part of the year Edward Murfee did not speak to me.

Ques: 5th Have you had any dispute with Jas. Murfee since that time.

Ans. I never have, I have never had any dispute with him, he treated me ungenerously and I quit speaking to him sometime this Spring.

Ques: 6th Please state what led you to suppose the bond was fraudulent.

Ans. From what Jas. Murfee told me about the papers a good many of them had been cancelled and I began to think there was not enough for the five thousand dollars, I know nothing about the papers except what he told me and the little I saw on the day I have mentioned.

Ques: 7th Was your mind satisfied that it was fraudulent before you sold the bond to Jas. Murfee or after.

Ans. I had doubts about it before.

Ques: 8th Please explain why as you were willing to give up the bond when you believed it fraudulent as you said to Mr. Vaughan, why you did not go to Edward Murfee and surrender the bond to him instead of selling it.

Ans. Because Mr. Jas. Murfee said it would not do, if I did that it would upset the whole affair, that I had bought land and would need the money to pay for it, that by upsetting I mean the others would lose their bonds.

Ques: 9th Did you ever tell Edward Murfee your opinion about the bond, and what Jas. Murfee had said to you and if you did when.

Ans. I never did until after he Edward Murfee had brought suit. Mr. Edward Murfee and myself had not spoken in eight or nine months. I met him in Portsmouth and told I was willing to pay him back my bond. I did not think it was mine and that he needed the money more than I did.

Ques: 10th Did you ever mention the matter to any of the other parties holding the bonds of Edward Murfee.

Ans. I do not remember.

Ques. 11th Please look at the paper marked A. now shown you and say if you did not sign that paper.

Ans. Yes I signed the paper when the bond was delivered to me.

Ques. 12th Please look at the paper marked B. now shown you and say if you did not send it to Jas. Murfee.

Ans. I did I wrote it at his request. I came to Jerusalem to get the form of a notice Mr. Howard the Deputy Clerk gave me the form and I wrote it and sent it to Mr. Jas. Murfee at his request.

Ques. 13th Did you feel uneasy about the solvency of the bond against Edward Murfee and were you not anxious to get rid of the liability as assignor.

Ans. I was not very uneasy about it I did it more to gratify Mr. Jas. Murfee.

Ques. 14th By whom was the notice delivered.

Ans. By Matthew Moore I think.

Ques. 15th Did you retain a copy of the notice and proof of its service.

Ans. I did retain a copy I think he did qualify to it but I am not sure.

Ques. 16th Was any one present at the conversation between you and Jas. Murfee of which you have spoken in answer to the seventh question in chief.

Ans. No he frequently talked to me in that way at the Depot.

Ques. 17th Describe if you can in what manner he spoke of these things.

Ans. He spoke of it in his usual manner of talking about things about business matters.

Ques. 18th Did he take you aside to talk to you about it and tell you his fraud.

Ans. There was no person present.

Ques. 19th Did he ever request you not to communicate it to any one.

Ans. He told me not to name it.

Ques. 20th You say then Jas. Murfee told you these things almost every time you went to the Depot.

Ans. Yes it was every day that.

Ques. 21st When Jas. Murfee delivered you Edward Murfee's bond why did you ask him what you must say if any person asked you how you came by it.

Ans. I wanted to know what to tell knowing that he always bound up people in secrecy and that he apprehended that these matters would be upset by Edward Murfee.

Ques. 22nd What did you say to Matthew W. Vaughan about Capt. Simon Murfee when returning from his funeral.

Ans. I did not go to the funeral.

Ques. 23rd What did you say to him about Capt. Simon Murfee when Vaughan was returning from his funeral.

Ans. Mr. Vaughan stopped at my shop and we were speaking of Capt. Simon Murfee and I know I said some hard things about him but do not recollect what.

Ques. 24th What other person besides Matthew Vaughan did you tell that the money you received for Edward Murfee's bond was not yours.

Ans. I do not remember.

Ques. 25th Do you still hold the nine hundred and thirty dollars you received from Jas. W. Murfee for Edward Murfee's bond.

Ans. I do hold its value.

Ques. 26th Did you never offer to pass that bond to any one before you assigned it to Jas. W. Murfee.

Ans. I do not remember I ever have.

Ques. 27th Did he wish you to take less than ten per cent.

Ans. I do not remember.

Ques. 28th Did you wish to get more.

Ans. I would like to have got all I could. Murfee said it would be a hard case of long standing, and hard to get and that money was worth 10 per cent.

Ques. 29th Did Jas. Murfee proceed to enforce the deed of trust after you served the notice on him.

Ans. I do not know I do not think he did.

Ques. 30th Did you never say to Richard Barrett you intended to give the notice to Jas. Murfee.

Ans. I cannot remember.

Ques. 31st Did you never say to any one that you intended to make an effort to upset Capt. Murfee's will.

Ans. I think not. And further this deponent saith not.

Jacob Lenow

Goodman & Johnson being duly sworn, depose and saith as follows.

Ques. 1st By Plaintiff. State whether or not Simon Murfee ever said to you that Edward F. Murfee had authority from him to sign his name whenever he thought proper.

Deuce & answer objected to by Defendants Counsel.

Ans. He, Simon Murfee, said so before the grand jury of which I was a member.

Ques. 2nd State whether or not you have ever known Edward F. Murfee to borrow money which was applied to the use of Simon Murfee.

Ans. I never knew of any.

Cross examined. Defendant reserving all exceptions.

Ques. 1st By Cross. State particularly the circumstances under which you heard Simon Murfee make the declaration contained in your answer to the first interrogatory in chief.

Ans. I was a grand juror and there was a case come up before the grand jury accusing Edward F. Murfee of forgery in forging the name of Simon Murfee & Jas. Murfee in regard to a note held by James Wells. The witnesses were sent for to appear before the grand jury the next day and when the jury set next day Capt. Simon Murfee appeared before us with authority from the Court, to say that he had given Edward F. Murfee the privilege to use his name to any paper he choose. I mean by the expression by the authority of the Court that he was sworn in Court to give evidence to the grand jury, and at the same time Capt. Murfee produced a letter from Jas. Murfee - the Counsel for the Defendants objects to the witness saying saying any thing with regard to the letter from Jas. W. Murfee as it is not relevant to the question, and the letter ought to be produced.

Ques. 2nd by Same. State how many years since this occurred.

Ans. I cannot say exactly it may have been seven or eight years ago, more or less. I cannot say whether it was at the Spring or Fall term of the Circuit Court I think Mr. Lyles was the foreman of the jury.

Ques. 3rd by Same. Was Jas. Murfee before the jury.

Ans. He was not.

Re-examination

Ques. 1st State the purport of the letter from Jas. W. Murfee and whose hand writing you thought it to be -
Ans. I thought the letter was in the hand writing of Jas. W. Murfee, his name was signed to it. I read a part of the letter but cannot say positively it was Jas. Murfee's hand writing. I did not know to whom the letter was directed, the purport of the letter was giving Edward F. Murfee the authority to use his Jas. Murfee's name to any paper -

Ques. 2^d Have you frequently seen Jas. W. Murfee write
Ans. I never have much, but I have frequently seen writing with his name signed to it, when he was teaching school and which I supposed to be his writing - and farther this deponent saith not.

Goodman E. Johnson

D^r. W^m. A. Massenburg being duly sworn deposes and saith.

Ques. 1st By Plaintiff. Were you subscribing or subscribing to the will of Simon Murfee?
Ans. I was -

Ques. 2^d Did you prior to May 1856 state to Edward Murfee, what your testimony would be respecting Capt. Murfee's capacity in making his last will -

Ans. I did a short time after the death of Capt. Murfee, and told him I did not think they could succeed in overthrowing his Capt. Murfee's will. Mr. Edward Murfee told me some of the parties spoke of contesting the will, and my remark was in reply to that, that I had no doubt of his capacity to make a will, no particular party was mentioned in this conversation.

Cross Examination

Ques. 1st Was Capt. Murfee's will made in his last sickness -

Ans. It was not, it was made prior to that time, he had been in a lingering state for some time but he was sitting up at the time I witnessed it -

Ques. 2^d Was any member of the family present except Edward Murfee at the time -

Ans. I think not -

Ques. 3^d Was it not notorious that Edward Murfee exercised great influence and control over his father in his latter days -

Ans. It was pretty generally believed that he had more control and influence over him than any of his children, he was the youngest child -

And farther this deponent saith not

W. A. Massenburg

Harrison Joyner being sworn deposes and saith as follows.

Ques. 1st By Plaintiff. State all that you know of Edward Murfee's authority to sign his Father's name, whether you ever had any transaction with the said Edward Murfee and Simon Murfee and if so what they were -

Ans. I went to Franklin Depot about the time that Jno. B. Jenkins and Edward Murfee confirmed the bargain about the Franklin farm which was about eleven years ago. Edward Murfee asked me to loan him four or five hundred dollars, and he would give his Father to secure the payment of the same. John B. Jenkins sends James Harrison home with me to get the money. I sends by said Harrison money to the said Jno. B. Jenkins to fill the payment. Edward Murfee sometime afterwards brought me a note with his and his Father's name to it, a short time afterwards I saw Capt. Murfee

at Franklin, he asked me to go off with him to ourselves to talk about the matter between his son and myself, he asked me if I loaned his son the money. I told him I did and had his name to the bond. Capt. Murfee said he never would pay the money but would make a way for Edward to pay it, the reason he said this was because he said Jno. B. Jenkins he thought had taken the advantage of him Edward. I waited some time and it did not seem like getting my money and I brought suit. during the time the suit was going on there was a compromise made between me and Edward Murfee. Shortly after that time Edward Murfee brought me another bond with his and his Father's name signed to it, and took in the old bond in and got more money to the amt. of six or seven hundred dollars. not long after that I had a notice to go to Jas. W. Murfee and get the money for the last bond. I went and Jas. Murfee paid it for Capt. S. Murfee, and he Simon Murfee further told me that he had authorized him to use his name for their purposes.

The Council for the Defendants objects to this deposition as irrelevant and especially any declaration of Simon Murfee -
And farther this deponent saith not.

Harrison Joyner.

John Moore being duly sworn deposes and saith

Ques. 1st By Plaintiff. State what you know with respect to the authority of Edward Murfee to sign the name of Simon Murfee.

Ans. I heard Simon Murfee say to me in the court house here that he had authorized Edward Murfee to sign his name to any bond or paper that he choose. he at the same time stated to me that they had him here about a difficulty Edward was in about a bond held by Jas. Wells and to which his name was signed, this was several years ago -

The Council for the Defendant objects to this deposition as irrelevant and illegal -
And farther this Deponent saith not

John Moore.

William Murfee being duly sworn deposes and saith as follows.

Ques. 1st By Plaintiff. State what you know with respect to the authority of Edward Murfee to sign the name of Simon Murfee.

Ans. Uncle Simon told me himself that he had authorized Edward Murfee to use his name to any bond as security, and spoken of the attempt that had been made to indict him for using his name to the bond of Jas. Wells. I held two bonds at the same time against Edward for collection with his name to them as security which he paid and paid other claims at the same time against Edward Murfee and that he intended to pay Edwards debts and set him free, this was after Edwards marriage about 1851 or 1852. I think it was some years after the attempt to indict him, perhaps two or three - Simon Murfee paid me at that time five hundred and twenty dollars -

The Council for the Defendants object to the foregoing answer and question so far as refers to Simon Murfee's declaration -
Ques. 2^d State what the exact language used by Simon Murfee at the time he told you he had authorized him to sign his name -

Ans. he said he had authorized Edward to use his name -

Cross Examination -

Ques. 1st Did Edward Murfee after his Fathers death, and after a Deed to Baker and Chambliss offer to sell you his interest, and for what price.

Ans. He did two or three times but I do not recollect at what price the last time he offered it to me was the same day he sold to Murfee & Barrett & Lawrence, he offered to sign his interest to me for three hundred dollars, but I would not give it. I had come to the conclusion that he was going to let his family have it, and that he was using me as a tool, and told him so. And further deponent saith not.

W^m Murfee.

Jonathan Darden being duly sworn deposes and saith as follows.

Ques. 1st State what you know of the authority of Edward Murfee to use the name of Simon Murfee.

Ans. Some years ago, I do not recollect the date. I was on the grand jury of the Circuit Court of this County and there was an attempt made to present Edward Murfee for forgery, and I think Capt. Murfee was sent for by the grand jury. he came before the grand jury, and stated that he had authorized Edward to use his name at different times, and that Ed. Murfee had authorized him to use his name also, and produced a letter which he said was from Ed. Murfee to that effect, which he handed it to the foreman of the grand jury W. J. T. Lyles. The foreman threw it on the table and said any one may read the letter that choose. Some of the jury took it up, but I did not, nor did I hear its contents. The bond spoken of that was before the jury was Jas Wells' bond.

The Council for the Defendants make the same objection to this Deposition as was made by him to the Deposition of Jas. Moore, W^m Murfee & others. And further deponent saith not.

Jonathan Darden

The following are copies of the papers marked A & B referred to in cross examination of Jacob Lenox - to wit

- A -

The undersigned widow, devisee and legatee of Simon Murfee deceased, hereby consent and agree in consideration of the bonds and Deed of trust this day executed to us E. F. Murfee that James W. Murfee Executor of Simon Murfee deceased may cancel and surrender to the said E. F. Murfee, the claims held by the estate of the said Simon Murfee against him the said E. F. Murfee, amounting to about the sum of \$5,000, releasing the said E. F. Murfee from the payment of the same -

And we further stipulate, covenant and agree to save harmless, and indemnify the said Executor against all his responsibility and loss by reason of his so doing.

Witness our hands this 2nd day of May 1856.

Teste

3

Lydia^{her} Murfee
Elyza^{mat} A. Oliver
Willis W. Lawrence
Jacob Lenox
Rich^d. Barrett

B

To. Mr. James W. Murfee

Whereas I did on the 8th day of December 1856 transfer to you a bond given May the 2nd 1856 by E. F. Murfee for One thousand Dollars payable the 1st day of January 1857 to me & by me endorsed when transferred to you. Notice is hereby given you to proceed as speedily as possible to collect the said bond by directing the trustees in the Deed of Trust executed by E. F. Murfee & wife to R. H. Baker Jr. & John R. Chambliss Trustees to secure the payment of the said bond ^{one by the said E. F. Murfee to you and then} alone with other debts, and recorded in Southampton County Court, to sell the property therein conveyed & pay the same as I am unwilling longer to stand as the endorser upon said bond. Given under my hand this 17th of March 1857.

Jacob Lenox

Attesty

Teste

L. R. Edwards Clk

Peff

Murfee

v. } Depoi

Murfee Exor. P

Handed in by Dr. E. Gillette J.P.
Sept. 22. 1858.

The depositions of the following witnesses to wit;

taken at the house of Jacob Lenoir in the County of Southampton on the 8th day of June 1858 between the houses of sunrise and sunset pursuant to notice previously returned to be read as evidence on behalf of the Plaintiff in a suit now pending in the Circuit Court for the County of Southampton on the chancery side between Edward J. Murfee Plaintiff and James W. Murfee in his own right and as Executor of Simon Murfee, Willis Lawrence & Mrs. his wife, Richard Bant & Mary his wife, Jacob Lenoir & Narcissa his wife Eliza Oliver, Lydia Murfee, Mrs. N. Chamberliss and Richard H. Baker Jr. Defendants, before Joseph E. Sillitt a Justice of the Peace in and for the said County - Narcissa Lenoir being first duly sworn deposes & says as follows

Ques. 1st by Plaintiff - State if you were present at the examination of the papers of the late Simon Murfee, and if so state what conversation then occurred between Jas. W. Murfee and Richard Barrett relative to a proposition to be made to E. J. Murfee to consent to an equal division of the property of Simon Murfee among his children and what other conversations, you heard at any other time between the defendants on the same subject -

Ans. I was present in the afternoon when the papers were examined at Bro. Jas. Murfee, when the papers had been carried, I heard Bro. Jas. say, that he had found a hornets nest, and he should be bound to prosecute Edward Murfee for criminal

offences, he said if Edward Mearns would
set aside the will, let all come in equally
that he would give up the papers if the rest
would consent to it. He proposed to Mr. Bar-
rett to meet Edward Mearns at the Court
next morning. Edward was gone to Norfolk
and to tell him his situation, and to
make that proposition to him. Mr. Barrett
came back to Brother's next morning
told him he had seen him. Bro. told Mr.
Barrett that Edward had more confidence
in him than in any of the rest and he had
better go and see him. Mr. Barrett remark-
ed yes, he looked on him as a friend. Bro.
asked him when he got back what Ed-
ward said, he said he seemed very much
surprised when he told him, he said he
would be over in a few minutes, he
came over in a few minutes, him and
Brother had a conversation in the yard
which, Ed did not hear. They then came
in the house. Brother remarked to him
that he was the most fortunate man
in the world, suppose there were orphan
children how would this thing be man-
aged, now if you will set aside the will
and let us all come in, we will give you
up all the papers, and say no more about
them. Edward remarked, he did not know
what they had against him, with tears in
his eyes. Bro. remarked what will you do
what will you do. Superior. But is not this

You must do something before that comes on
or I will be bound as executor to prosecute
you for criminal offences. Edward again
remarked he could not see what they had
against him, if he was to see was there
no other proposition that could be made
that would satisfy them. Brother remark-
ed they would not be equal with him, if
he was to set the Will aside. Edward re-
marked, if he was to do that, pay his just-
d debts he would have nothing to support
his family he rather be dead than to see
his wife and child suffer. he asked again
if there was no proposition that he could
make. Brother said that was the fairest
that could be made for the children. Edward
offered them a thousand dollars apiece
and asked them if that would satisfy them
nothing else passed that day that I recollect
in a few days Mr. Barrett came over to
Brother again, he said that ^{refusing to} fellow said
Edward Mearns that was all he would do, was to give a thou-
sand dollars, before he would do anything
see he would give John Hindend, the power
of attorney, and he would leave until im-
proved. Brother asked Mr. Barrett did he
think he would leave, he said he would not
be surprised, and we had better take the
thousand dollars, than not get any thing
if he gave Mr. Hindend a power of attorney
and left, we would not get a cent. Brother
said he did not think he would leave, that
they would try him a while longer, the next

Conversation. They agreed to take the Five
Thousand dollars provided he would give
a Deed of Trust on all his Interest in his
Father's Estate, and his wife to acknowledge
the Deed. they would give him up the pa-
per as soon as that was done. Bro. rema-
ked he thought his wife was too smart
a woman to be caught in such a trap
that is all I heard at that conversation -
The Deed was written. The Bonds all executed
Mrs. Murfee went to the Office and ackn-
-owledged it. he Brother asked if she had
acknowledged the Deed when she came
back, I told him yes. he said poor thing
she did not know what she had done. she
would be out of doors before two years. I do not
recollect any thing more

Que 2nd By same

State what persons were present
at all these conversations.

Ans -

The first conversation that afternoon
at Brother's, was Mr. Barrett and his wife
Mr. Lawrence Brother and myself, and
Mr. Barrett and his wife again. Ma. Edward
Willie Lawrence Lat. Murfee and myself.
at the second conversation the next morning,
the same were present at the next conversation
except Edward and Ma. and I do not know
what Willie Lawrence was then and at
the last conversation no one was present but
myself and him Bro. Lat. Murfee

No. 23

Que 3rd By same

Have you at any time heard
Willie Lawrence speak of the Deed of Bar-
-gain and sale from Edward Murfee to
himself, Richard Barrett and Lat. Mur-
-fee, and if so state what he then said -
Ans.

I do not think I ever heard him
say any thing particular about it -
I heard Willie say that if I was the cause
of his losing his Thousand dollars he
would make it out of his throat, that is all
he said.

Que 4th By same

When any of the children of
Simon Murfee were of the contents of his will
before his death
Ans.

I heard Mr. Barrett say he was
Que 5th By same

Was Edward Murfee gener-
ally regarded by the family as the favourite
of his father
Ans.

I think he was -
Que 6th By same

Did you at any time hear Willie
Lawrence speak of the amount of debts due
from Edward Murfee to his father's estate &
found among his papers, and if so state what
he said

Ans.

I heard him say there was only twenty
five hundred that could have been collected
if they could

Quee 7th By Same

Then you speak of Brother who do you mean

Ans. - James W. Murfee

Quee 8th By Same

Have you at any time heard Eliza Oliver speak of the Thousand Dollar Bond due her By Edward F. Murfee, and if so state what she said about her disposition to enforce the payment of it

Ans.

I have. I heard her say if it was not right for her to have it - she did not want it and she did not think it was - but she then said that it was right - she should have it, she said she felt like she was placed between two hot irons, if she moved either way she would be burnt

Quee 8th By Same

Have you since the execution of the first deed of trust - heard Richard Carrell say what would have been the consequences to Edward F. Murfee if he had not executed said deed

Ans. I have, he said he would have been in the Penitentiary, where he ought to have been ten years ago

Quee 9th By Same

Have you or have you not heard J^{rs} W. Murfee say that Edward F. Murfee had authority to sign his Father's name in his life time

No A

Ans. I have. I have heard him say that Papa had given Edward that leave and Edward had, it in his power to consume the whole Estate in that way

Quee 9th By Same

What more particular mention was made about a prosecution for criminal offences, in the conversations to which you have alluded more than what you have already stated

Ans.

I saw Brother James - have the papers and speaking of them said some could be collected, then even others could be used to an advantage to bring about setting the Will aside that is all I now recollect

Quee 10th By Same

Were any threats made by any one with a view to induce ^{Edward Murfee} him, to execute this deed of trust with security the payment of the Five Thousand Dollars, &

Ans.

They told him if he did not do it - Brother said they would be bound to prosecute him, he would be bound to do it as Executor, if he would get aside the Will let them all come in equally he would let him out of it and give him the papers -

Quee 11th By Same

State whether anything was said by anyone during either. Said J^{rs} Carrell say anything in any of these conversations about prosecuting Edward Murfee if he refused to set aside the Will,

Ans. He did not hear him say any thing to Edward Murfee on that subject.

Queer 12th By Same

Did you ever hear Mr. Barrett state what he had said to Edward Murfey on the subject of prosecuting him, and what?

Ans.

I have, I heard Last Murfey tell Mr. Barrett that he must meet Edward at the Carre the next morning, as Edward had gone to Norfolk, tell him they had found those papers as he looked on Mr. Barrett as a friend that he had better go, he had no confidence in any of the rest, if he would set aside the Will let all come in equally he would give him the papers, and say no more about it, otherwise he would be bound to prosecute him for criminal offences - the next morning Mr. Barrett came to Mr. Murfey - and told him he had seen Edward, Last Murfey asked him what he said he said he seemed very much surprised, especially when he told him that he had used names that he ought not to have used, and said he would be over in a few moments, which he did, him and Last Murfey had a conversation in the backyard after he returned from seeing Edward Murfey Mr. Barrett stated he had told Edward Murfey if he did not set aside the will he would let all come in equally he would be tried for criminal offences and be sent to the Penitentiary certain

No 8
Queer 13th By Same

Was this conversation before the execution of the deed of trust that secured the payment of the Five Thousand Dollars or after it?

Ans. It was before

The Council for the Defendants other than Lenow and wife desire the Justice to record their exceptions taken before the disposition was commenced and during the examination of the witness in chief as follows -

First - we object to the competency of Mrs. Lenow to testify in this cause and if they object to all declarations of Edward Murfey and to all conversation the detail of which has been given by the witness - and without waiving said exceptions, but reserving the full benefit thereof proceed to cross examine

Queer 1st Cross -

Are you not with your husband Jacob Lenow a defendant in this suit?

Ans. Yes -

Queer 2nd Cross

Now you are present at more than one conversation between Edward Murfey and Last Murfey in reference to the matter in controversy

Ans.

I do not think I ever was -
Queer 3rd Cross

Now you answered the first interrogatory in chief did you state all

you then recollect and now recollect
of the statement as to what passed between
Edward Murfee and J^{as}. Murfee and the
others in that conversation
Ans.

I told all I then recollect and now recollect
but I will not say it was all that was said
Ques 4th Crof

When Edward Murfee in that inter-
view proposed to give his Bonds to each of
other heirs of Simon Murfee for one Thousand
Dollars each was any thing said by him or any
one else at that time about securing the
Bonds by deed of trust

Ans. I do not think there was —
Ques 5th Crof

Was the proposition then accepted
or on the contrary was it not rather declined
or time taken by all the Parties to consider
it

Ans. It was not accepted that day —
Ques 6th Crof

You never were then present at
any conversation between Edward Murfee and
his Bro. J^{as} or any of the other parties
when the deed of trust was spoken of
Ans

I have been present when the deed of trust
was spoken of between my Mother and Ed-
ward Murfee but none others as I recollect
of at this time —

No 6
Ques 6th Crof

Were you satisfied with your
Fathers Will at the time the parties first
were met to examine the papers —

Ans. I was satisfied with it. I never ex-
-pressed any thing else that I know of

Ques 7th Crof

Do I understand you then as-
-positively stating that you never at any time
felt or expressed dissatisfaction with the pro-
-vision given by the Will to your Bro. Edward
and never desired a larger share of his
estate

Ans. I do not recollect I might or I might
not; I might have said something about
it's making an unequal division among
his children

Ques 8th Crof

Am I to understand you
that in the meeting for the examination
of the papers, and the conversation held about
them on the various occasions, narrated
you were entirely silent and never expressed
in words your acquiescence or dissent.

Ans. I talked as well as the rest, but I
never made any threats
Ques 9th Crof

State in substance what you
did say —

Ans. I could not tell to save my life
what I did say, not the first word I ever
said

Ques 10th Crof

whether
Cannot you say that you acqu-

- ifed or dissenting in what was said or done

Ans. I never objected to it-
Dec 11th Croft

Can you not say then that you acquiesced or assented

Ans. I agreed with the balance
Dec 12th Croft

When you present when the Bonds were written and signed and the deed of Trust executed

Ans

I do not think I was -

Dec 13th Croft

When you present when the deed was acknowledged by Mrs Edward Murfee

Ans. No -

Dec 14th Croft

When did your Father die

Ans. The 9th of April 1836

Dec 15th Croft

When were the papers examined of which you have spoken

Ans. On ^{Tuesday} ~~Monday~~ about a week after my Father's death

Dec 16th Croft

Did you meet at your Brother's by appointment that afternoon

Ans. I did, but I do not know about the others
Dec 17th Croft

What was the object of that meeting
Ans. To examine the balance of the papers that were not examined the day before at my Father's house where all the heirs were present except

No 7

Mrs Lawrence Edward included
Dec 18th Croft

At that first meeting was it arranged and agreed that the parties should meet the next evening at Lat. Murfee to complete the examination

Ans. I never heard it -

Dec 19th Croft

Was your Husband Jacob Lawrence never present taking part in any of the conversations you have detailed

Ans. Never that I recollect of

Dec 20th Croft

Did you receive Edward Murfee

Bond for one Thousand dollars under the arrangement ^{made}

Ans. I did -

Dec 21st Croft

What has become of that Bond

Ans. Lat. Murfee had it, he gave me - hundred and thirty dollars for it, as I was told by my husband and Mr Murfee

Dec 22nd Croft

When was the Bond signed

Ans. I think it was in Dec. 1836

Dec 23rd Croft

Has ^{the} money paid by Mr. Murfee to your Husband for said Bond been refunded, or offered to be refunded
Ans.

Not that I know of

Dec 24th Croft

Do you know that your Husband before he sold said Bond required your Brother Lawrence to collect it of Edward Murfee by making sale under the deed of Trust -

Ans. I do not recollect of his ever doing so
before it was sold
Ques 26th crop

Did he not after it was sold
require your Brother James to enforce the
payment of said Bond

Ans. I heard him, my husband say so
Ques 26th crop

In the interview meeting of
the Heirs on the Friday afternoon of which
you have spoken did not your Brother James
distinctly say that as executor of his Father
he would take such proceeding in regard to
conveying the Will as the other Heirs inter-
ested in setting it aside wished or required
of him and that he would be content
with their decision

Ans. I do not recollect hearing anything
like it

Ques 27th crop

Now that this matter is bro-
ught to your attention can you not on a little
reflection recall the recollection of the fact
that some such proposition was made by
your Brother at that interview or some
other

Ans. I do not recollect it, I do not say
he did not do it

Ques 28th crop

What your relations to your
Brother James at that time, and for some
time after, most intimate confiding and
affectionate

Ans. No. Not for years I have not had

No 8

a great deal of confidence in him—
Ques 29th crop

Did you not at least profess
that you had such confidence in him and
maintain towards him the outward show
of confidence and affection

Ans. It might have looked so to others
Ques 30th crop

Did you not visit at his
house frequently and maintain intimate
social relations with him and his family

Ans. After his family died I did because
he requested me, but I do not say that
I did not visit his house before, but not
so frequently

Ques 31th crop

Has there recently been
and from what period a complete ces-
sation of social and friendly intercourse
between you and your Brother

Ans. There has, a little more than twelve
months ago—

Ques 32nd crop

And what your relations to
Mrs. Barrett, Mrs. Lawrence and their
Husbands at this time

Ans. I love them as Brothers and
Sisters, and always have

Ques 33rd crop

Are your social relations
with them intimate at this time

Ans. They would be if they would let me
Ques 34th crop

Have you not yourself frequently

used as harsh expressions in reference to Edward
Murphy, and of the same import as those
you have attributed to Richard Barrett
Ans. I do not know whether I have or not
Ques 38th Croft

Cannot you upon reflection
say that you have
Ans. I can not—
Ques 36th Croft

Cannot you remember the opinion
you entertained, with regard to him and
that it was very unfavourable
Ans. It was at one time
Ques 37th Croft

When Ed. Murphy spoke
of his being bound to prosecute Edward as
executor, did you not understand him at
the time to mean that he would be bound
to take steps to set aside the Will unless
Edward would make some compromise
Ans. I did not I do not recollect
Ques 38th Croft

What then did you see when you
present on the Friday afternoon spoken
off at the meeting of the parties the whole time
Ans. I think I was, but could not be positive
Ques 39th Croft

Did your husband go over there
with you or come away with you
Ans. He did ^{not}, neither he was not there
whilst I was there I am certain
Ques 40th Croft

Do you remember what grounds
were taken by yourself and the other parties

No 9

at that interview about setting aside the
will

Ans. I do not recollect of any on that day
Ques 41st Croft

How were the papers to be
used to set aside the will

Ans. I never heard that day any thing
about that as I know of
Ques 42nd Croft

Who was present when
James Murphy told you that Edward had
authority from his Father to sign his name
Ans. I cannot tell no one that I recollect of
Ques 43rd Croft

Could you tell when and
where and what led to the remark

Ans. At his store, the fall before he
died in the spring, I could not tell what led
Ques 44th Croft

Do you remember whether
any thing was said at the time about Edward
signing some paper with his Father's name
without authority

Ans. I do not at that time
Ques 45th Croft

Do you know anything about
the written proposition made by Edward to give
his bonds which he afterwards did give
by whom written, and where and when

Ans. I never saw it, I heard of it—
Ques 46th Croft

Have you since your falling
out with your Brother James in January

1837 frequently threatened that you would make him lose the money Edward owed him on his Bond for one Thousand Dollars as well as the other Bonds, and stated that you had got your money and meant to keep it

Ans. Never

Ques 27th cross

Was it ever the purpose of yourself and husband to engage Council to set aside your Father's Will before Edward gave his Bonds

Ans. It was spoken of I think

Ques 28th cross

Have you ever said at any time since January 1837 that you intended to be a thorn in your Brother James' side as long as you live

Ans. I did

Ques 29th cross

Was your husband Jacob Lerow at your Brother James' on the morning of the first interview, on Friday evening

Ans. He said he was

Adjourned by consent of Council present, Hendon and Mesenburg for Plaintiff and W. H. Baker and J. Taylor for defendant to Friday the 9th of July 1838 to the Court of Franklin in said County

Jos. E. Gillette J. D.

Pursuant to the above adjournment, the Plaintiff and Defendant met, and by consent, adjourned to the Court House of Co.ampton

No 10

County at Jerusalem on Tuesday the 20th Inst. Given under my hand this the 9th day of July 1838

Joseph E. Gillette J. D.

Adjourned by consent of parties till Tuesday the 21st of Sept 1838, at Jerusalem

Jos. E. Gillette J. D.

Re-examination of witness
Ques 1st By Plaintiff. When in answer to the Defendants question you said that the money received for your Bond, had not been refunded or offered to be refunded, did you mean that it was not offered to be refunded, to Jas. W. Murfer, or that it was not offered to Edward Murfer

Ans. I meant to Jas. W. Murfer

Ques 2nd Was. Jacob Lerow, advised by any one to direct Jas. W. Murfer to sell under the deed, and collect the Bond traded to him ^{against} Edward F. Murfer and if so by whom was he advised, you objected to

Ans. ^{he was advised} by Jas. W. Murfer

Ques 3rd What was the exact language used by Jas. W. Murfer as near as you can recollect it, when he so advised Jacob Lerow

Ans. To give him Jas. Murfer legal notice that he would not be Edward, endower any longer, and then he could push the deed, and they would all get their money sooner than they expected,

Ques. 4th You have said you were not on good terms with Jas. W. Murfee would that fact influence your testimony
Ans. not at all.

Ques 5th Ans. Jas. W. Murfee has always been always on good terms with his other Brothers and Sisters

Ans. No., and more particularly with Richard Parrott & his wife, he never had any thing to do with them untill about ^{two or three} two years ago

Ques 6th When you said that you would be a thorn in the side of Jas. W. Murfee what did you mean, and what caused the remark.

Ans. I had received very unkind treatment, ^{from him} and I understood he said I was the worst woman in the world, he was sorry I had settled so near him

Ques 7th Did you allude by that remark to the prospect of your being a witness in this suit

Ans. I did not, it was twelve months before the suit was introduced, neither had I heard of the suit, but I will say that I did not repeat it afterwards within the twelve months

Ques 8th State when Jas. W. Murfee said to you that as Executor, ^{he was bound} to prosecute Edward J. Murfee, what was his exact language as near as you can recollect, and also

No 11

State what you understood him to mean from that language

Ans. He said he would send him to the Penitentiary, I thought from his repeating that word so frequently that he had a right to send him right away

Recross examined

Ques 1st When you present at any time when Jas. W. Murfee suggested to your husband to give him the notice to collect Edward Murfee's bond, or did your husband tell you that he had done so

Ans. I think I was present I am not quite sure I was, I am sure that Jas. W. Murfee has told me that he did tell him so, and often told me it would be the best thing Jacob Lerow could do, that it would exonerate Jacob Lerow as security for Edward J. Murfee and farther this deponent saith not

Monroe Lerow

Jacob Lerow being next sworn deponent and saith.

The testimony of Jacob Lerow is accepted by the defense for want of competency

Ques 1st By Plaintiff, State whether or not you at any time heard Jas. W. Murfee say that he had threatened Edward J. Murfee with prosecution for forgery unless he would consent to abandon the prosecution made for him in his father's will question objected to as leading

Ans. Mr. Jas. W. Murfey told me a few days after the papers of Simon Murfey here, were examined, that he commissioned Mr. Barnett to go to Franklin to see Edward F. Murfey as he came up on the case ^{and tell him} that there was papers found, of a ^{criminal} ~~good~~ character, ~~that he~~ and if he did not make some steps to have them settled they would certainly send him to the penitentiary, as he was Executor and there was no orphan children he ought to be very thankful that all the heirs were of age.

Ques 2nd State whether you have at any other time heard Jas. W. Murfey speak of any other threat made to prosecute Edward F. Murfey, for forgery, and if so state what he then said.

Ans. It was a daily business. I heard him speak of it two or three times a day he said he had the strings on him then and he intended to pull them, that if Edward Murfey did not let them all come in equal shares in the will that he should be bound to prosecute him for forgery.

Ques 3rd State what conversation occurred on the subject, at the examination of Simon Murfey's papers in your presence.

No 12

Ans. I was about an hour and a half in the fore part of the day, they found some papers which they said was of a criminal character, some they could use, a pear, and some they could collect and some they could not collect - I mean they Jas. Murfey who used the language he was chief of Police Richard Barnett, Willie Lawrence and myself were the other persons present what they meant by criminal character they said those papers would carry him to the penitentiary, Barnett pay all ~~was~~ that was said, as there was a great deal said,

Ques 4th State did you examine any of those papers, that Jas. W. Murfey said were of a criminal character.

Ans. I saw some few of them, but I did not see any of a criminal character, there was one paper said to be a receipt from Mr. Chandler a lawyer in Norfolk, handed round, I did not see whose name was to it, merely to judge whose hand writing it was, and that I did not know.

Ques 5th State whether you ever heard Richard Barnett speak of Edward F. Murfey being threatened with the penitentiary and if so state what he said on that subject.

Ans. Mr. Barnett passed my shop last spring we were talking about

the Carr's property who the owner of it was, he said to me where would Edward Murfey have been now if he had not have given me those Bonds of a thousand Dollars each. I told him I did not know, his reply was in the penitentiary. That is all I have ever heard Mr. Barnes say about it.

Ques 6th State whether you ever heard Willie Lawrence speak of Edward F. Murfey being threatened with the penitentiary, and if so state what he said on the subject.

Ans. I do not think I ever did.

Ques 7th Did Ed. Murfey ever say that Lawrence, Barnes Mrs. Oliver and your self ought to pay him for his trouble in obtaining that Bond of a thousand Dollars each from Edward Murfey and if so state his language as near as you can recollect on the subject.

Objected to by Defence as leading

Ans. I heard him say it often, as he was the cause of their getting the Bonds and I ought to give him half as I had no children, and that he had lay awake often times at night, studying how he could accomplish the matter, and if Edward F. Murfey had known the true character of the papers

No 13

that was found with Capt. Murfey's papers, that he would have never given his Bonds for a thousand Dollars each. He remarked to me when Mrs. Edward Murfey acknowledged the deed, poor woman she did not know what she had done, he farther said that he intended to be the means of her losing her home there, that she had been scornful and use pride around him and he intended to take her down a notch lower, this is all I can now recollect on that point, at times I could recollect ten times more.

Ques 8th When Ed. Murfey delivered to you your Bond against Edward F. Murfey for a thousand Dollars what did he advise you to say if any one should enquire of you how you came by it.

Ans. I asked Mrs. Murfey whether she delivered me the Bond what I must say if any person asked me how I came by it, he remarked to me I must say that there was papers found among Capt. Murfey's papers to suit to that, and that I must not say it was a compromise, ^{but that} as there was papers amounting to Five thousand Dollars or upwards, found against him.

Ques 9th State what you said to Mathew Vaughan about Edward de and
Question objected to by Defence

Ans. I told Mathew Vaughan. I reckon
as much as two years ago, that I was
not satisfied with Edwards Murfee Bond
and that I was at any time willing to
refund it ~~that~~ I believed it was a
fraudulent affair, and that I believed
the deed was also a fraudulent affair
and I had told others. I did not believe
that the money was ~~his~~ mine

Ques 10. Have you at any time heard
Willis Lawrence speak of the deed of
Bargain and sale from Edward F. Murfee
to himself, J. W. Murfee and Richard
Barrett, and if so state what he said
Question directed to by defendants -

Ans. I was at Willis Lawrence's about
the last of last December, we had taken
a walk, and he remarked, after the
matter between them and Edward
Murfee was settled they intended to
pay him over the overplus

Ques 11 Why did you trade your Bond over
to J. W. Murfee

Ans. Mr. J. W. Murfee solicited me a great
many times if I traded off that Bond to
let him have it. as he did not wish it to
go out of the family, I remarked to Mr.
Murfee that I did not wish to loose any
thing on it, and that I was doubtful
about the Bond, and I thought the deed

No 14

Could be upset some time or another
and if I had that money I should
use it and would be troubled to get it
afterwards if the deed should be upset
and he wished me to endorse the Bond
but I did not want to do it, but did so
he said by my endorsing the Bond, I could
give him ^{him} notice, and get clear of
the endorsement, that Edward Murfee
was already out with me, and it could
not make him any madder, and that
they could get their money over.

Ques 12. Why did you give J. W. Murfee
notice to proceed to collect the Bond that
you had assigned him against Edward
Murfee

Ans. Because he requested me to do

²⁰
The Council for the defendants reserving all exceptions
The Council for the defendants reserving all exceptions
The Council for the defendants reserving all exceptions

Ques 1st Had you not immediately
after Simon Murfee's death retained Council
to collect his will

Ans. No. Soon after the death of Simon
Murfee, Mr. J. W. Murfee requested me
and Willis W. Lawrence to go to Green-
ville to see Col. Chambliss and know
of Col. Chambliss if Capt. Murfee was
in his right mind when he made his
will Mr. Lawrence and myself went
to see him, and Mr. Chambliss pronoun-
ced the Old man to be in ^{his} right mind
I did not say anything myself to Cham-
bliss.

about the Will

Ques 2^d Did you not write to Council in
Norfolk about the will

Ans. no. I wrote to Council after Mr.
Murphy's death, but it was about some
negroes, for which I expected to be sued by
Murphy's Executor

Ques 3^d Do you wish them to be under-
stood as saying that in all you did
prior to the execution of Edward Murphy
Bonds and the Bond securing them, and
in receiving Edward Murphy Bond to
you for one thousand dollars you were
only the passive instrument or tool of
Jas. W. Murphy in said acts.

Ans. No. I did receive the Bond and at
the time thought it was correct, but a
short time afterwards I thought it was a
fraud

Ques 4th Were you at that time at
variance with Edward Murphy and on
good terms with Jas. W. Murphy

Ans. I at that time spoke to Edward J.
Murphy, and was on good terms with
Jas. W. Murphy, but after that in the latter
part of the year Edward Murphy did not
speak to me

No 15th
Ques 5th Have you had any dispute
with Jas. W. Murphy since that time
Ans. I never have. I have never had
any dispute with him, he treated me
ungentlemanly and I quit speaking
to him, some time this spring —

Ques 6th Please state what did you re-
suppose the Bond was a ~~fraudulent~~ —

Ans. I have from what Jas. W. Murphy
told me about the papers a good many
of them had been cancelled, and I began
to think there was not enough for the
Five thousand dollars. I know nothing
about the papers except what he
told me and the little I saw on the
day I have mentioned

Ques 7th Was your mind satisfied
that it was fraudulent before you
sold the Bond to Jas. W. Murphy or after

Ans. I had doubts about it before

Ques 8th Please explain why as you
were willing to give up the Bond when
you believed it fraudulent — as you said
to Mr. Vaughan, why you did not go to
Edward Murphy and surrendering the
Bond to him instead of selling it —

Ans. Because Mr. Murphy said it
would not do, if I did that it would
upset the whole affair, that I had

bought land and would need the money to pay for it. That by upsetting I mean the others would lose their Bonds

Ques 9 Did you ever tell Edward Murfu your opinion about the Bond, and what J. L. Murfu had said to you, and if you did when

Ans. I never did until after he Edward Murfu had brought suit. I saw Mr. Edward Murfu and myself had not spoken in eight or nine months. I met him in Portsmouth, and told I was willing to pay him back my Bond. I did not think it was mine and that he needed the money more than I did

Ques 10 Did you ever mention the matter to any of the other parties ~~at~~ holding the Bonds of Edward Murfu

Ans. I do not remember.

Ques 11 Please look at that paper marked ^{now shown you} A, and say if you did not sign that paper

Ans. Yes. I signed the paper when the Bond was delivered to me

Ques 12 Please look at the paper marked B, now shown you, and say if you did not write it and send it to J. L. Murfu

Ans. I did. I wrote it at his request. I came to Jerusalem to get the form of a notice

No 16

Mr. Howard the Deputy Clerk gave me the form and I wrote it and sent it to Mr. J. L. Murfu at his request

Ques 13 Did you feel uneasy about the solvency of the Bond against Edward Murfu, and were you not anxious to get rid of the liability as a signor

Ans. I was not very uneasy about it. I did it more to gratify Mr. J. L. Murfu

Ques 14 By whom was the notice delivered

Ans. By Mathew Moore I think.

Ques 15 Did you retain a copy of the notice and proof its service

Ans. I did retain a copy, but do not think he did qualify to it. but I am not sure

Ques 16 Was any one present at the conversations between you and J. L. Murfu of which you have spoken in answer to the seventh question in chief

Ans. No. He frequently talked to me in that way at the depot

Ques 17 Can you describe if you can in what manner he spoke of these things

Ans. he spoke of it in his usual manner of talking about things, about business matters

Ques 18th Did he take you aside to talk to you about it; and tell you his fraud

Ans. There was no person present

Ques 19 Did he ever request you not to communicate it to any one

Ans. He told me not to name it.

Ques 20 You say then Jas. Murfey told you these things almost every time you went to the depot.

Ans. Yes, it was every day that

Ques 21 When Jas. Murfey advised you Edward Murfey Bond why did you ask him what you must pay if any person asked you how you came by it

Ans. I wanted to know what to tell knowing that he always bound up people in secrecy and that he apprehended that these matters would try to be exposed by Edward Murfey, and

No 17

Ques 22^d What did you say to Mathew W. Vaughan about Capt. Simon Murfey when returning from his funeral

Ans. I did not go to the funeral

Ques 23^d What did you say to him about Capt. Simon Murfey when Vaughan was returning from his funeral

Ans. Mr. Vaughan stopped at my shop, and we were speaking of Capt. Simon Murfey, and I know I said some hard things about him, but do not recollect what.

Ques 24th What other person besides Mathew Vaughan did you tell that the money you received for Edward Murfey Bond was not yours

Ans. I do not remember

Ques 25th No. you still hold the nine hundred and thirty dollars you received from Jas. W. Murfey for Edward F. Murfey Bond

Ans. I do. hold its value

Ques 26 Did you ever offer to pass that Bond to any one before you assigned it to Jas. Murfey

Ans. I do not remember I ever have

Ques 27 Did he wish you to take less than 10 per cent.

Ans. I do not remember.

Ques 28 Did you wish to get more

Ans. I would like to have got all I could. Murfee said it would be a hard case of long standing, and hard to get, and that money was worth 10 per cent.

Ques 29 Did Jas. Murfee proceed to enforce the deed of Trust after you served the notice on him

Ans. I do not know, I do not think he did

Ques 30 Did you never say to Richard Barrett you intended to give the notice to Jas. Murfee

Ans. I can not remember

Ques 31st Did you never say to any one that you intended to make an effort to upset Capt. Murfee will

Ans. I think not.

and farther this deponent saith not

Jacob Leroy

No 18

Goodman E. Johnson being duly sworn deposes and saith as follows—

Ques 1st By Plaintiff. State whether or not, Simon Murfee ever said to you that Edward F. Murfee had authority from him to sign his name whenever he thought proper. Dees. & answer stipulated to by defendant & counsel. Ans. He, ^{Simon Murfee} said so before the Grand Jury of which I was a member

Ques 2^d State whether or not you have ever known Edward F. Murfee to borrow money which was applied to the use of Simon Murfee

Ans. I never knew of any (— ceptions Crop. examined, Hefstead receiving all for—

Ques 1 By (Crop) State particularly the circumstances under which you heard Simon Murfee make the declaration contained in your answer to the first interrogatory in chief

Ans. I was a Grady juror and then was a case come up before the Grady jury using Edward F. Murfee as ^{in forging the} names of Simon Murfee & ~~James Wills~~ ^{James Wills} regard to a note held by James Wills the witnesses were sent for to appear before the Grady jury the next day and when the jury sat next day. Capt. Simon Murfee appeared before us with authority from the Court to say that he had given Edward F. Murfee the privilege to use his name to any paper he chose. I mean by the expression by the authority of the court—

that he was sworn in court to give evidence to the Grand Jury, and at the same time Capt. Murfee produced a letter from Jas. Murfee the Council for the Defendants objects to the witness saying any thing with regard to the letter from Jas. W. Murfee as it is not relevant to the question, and the letter ought to be produced.

Quer. 2nd by same, state how many years since this occurred

Ans. I cannot say exactly, it may have been seven or eight years ago, more or less. I cannot say whether it was at the spring or fall term, I think Mr. Lybe was the foreman of the jury.

Quer. 3rd by same, was Jas. Murfee before the jury

Ans. He was not.

Reexamined

Quer. 1st state the purport of the letter from Jas. W. Murfee and whose hand writing you thought it to be. Quer. repeated to by Defendants Council

Ans. I thought the letter was in the hand writing of Jas. W. Murfee his name was signed to it. I read a part of the letter but cannot say positively it was Jas. Murfee's hand writing, I did not know to whom the letter was directed, the purport of the letter was giving Edward J. Murfee the authority to use his Jas. W. Murfee name to any paper

No 19

Quer. 2nd Have you frequently seen Jas. W. Murfee write

Ans. I never saw much, but I have frequently seen writing with his name signed to it; when he was teaching school, and which I supposed to be his writing, and farther this deponent saith not.

Goodman E. Johnson

Dr. Wm. A. Maffenturg being duly sworn deposes and saith

Quer. 1st By Plaintiff Were you subscribing a subscribing to the Will of Simon Murfee

Ans. I was

Quer. 2nd Had you prior to May 1836 state to Edward Murfee, what your testimony would be respecting Capt. Murfee's capacity in making his last will

Ans. I did a short time after the death of Capt. Murfee, and told him I did not think they could succeed in overthrowing his Capt. Murfee Will, Mr. Edward Murfee told me some of the parties spoke of contesting the will, and my remark was in reply to that, that I had no doubt of his capacity to make a will, no particular party was mentioned in this conversation

Cross Examination

Quer. 1st Was Capt. Murfee's will made in his last sickness

Ans. It was not; it was made prior to that time, he had been in a lingering state for some time, but he was sitting up at the time, I witnessed it.

Ques 2^d Was any member of the family present except Edward Murfee at the time
Ans. I think not.

Ques 3^d Was it not notorious that Edward Murfee exercised great influence and controll over his father in his latter days

Ans. It was pretty generally believed that he had more controll and influence over him than any of his children, he was the youngest child

and father this Dependent
saith not W. A. Napinburg;

Harrison Coyner being duly sworn deposes and saith as follows—

Ques 1st By Plaintiff State all that you know of Edward Murfee authority to sign his fathers name, whether you ever had any transaction with the said Edward Murfee and Simon Murfee and if so what they were

No 20

Ans. I went to Franklin about the time that Mrs. B. Jenkins and Edward Murfee confirmed the bargain^{about} the Franklin farm which was about eleven years ago. Edward Murfee asked me to loan him four or five hundred dollars, and he would give his father to secure the payment of the same John B. Jenkins since James Harrison come with me to get the money, I send by said Harrison money to the said Mrs. B. Jenkins to fill the payment. Edward Murfee some time afterwards brought me a note with his and his fathers name to it; a short time afterwards I saw Capt. Murfee at Franklin he asked me to go off with him to ourselves to talk about the matter between his son and myself, he asked me if I loaned his son the money, I told him I did and had his name to the Bond Capt. Murfee said he never would pay the money but would make a way for Edward to pay it. The reason he said this was because he said Mrs. B. Jenkins he thought had taken the advantage of him Edward. I waited some time and it did not seem like getting my money and I brought suit, during the time the suit was going on there was a compromise made between me and Edward Murfee, shortly after that time Edward Murfee brought me another Bond with his and his fathers name signed to it, and took in the old Bond, in

and got more money to the amt. of six or seven hundred dollars, not long after that I had a notice to go to J. W. Murfee and get the money for the last Bond I went and J. W. Murfee paid it for Capt. S. Murfee, and see Simon Murfee further told me that he had authorized him to use his name for their purpose.

The Council for the Defendant objects to this deposition as irrelevant, and especially any declaration of Simon Murfee and further this deponent saith not.
Harrison J. J. J.

John Moore being duly sworn deposes and saith,

Dec 1st By Plaintiff. State what you know with respect to the authority of Edward Murfee to sign the name of Simon Murfee.

Ans. I heard Simon Murfee say to me in the Court house here that he had authorized Edward Murfee to sign his name to any Bond or paper. That he chose ~~he~~ at the same time stated to me that they had him here about a difficulty Edward was in about a Bond held by J. W. Mills and to which his name was signed, this was several years ago.

The Council for the Defendant objects to this deposition as irrelevant and illegal, and further this deponent saith not.
John Moore

No 21

Wm Murfee being duly sworn deposes and saith as follows -

Dec 1st By Plaintiff. State what you know with respect to the authority of Edward Murfee to sign the name of Simon Murfee.

Ans. Uncle Simon told me himself that he had authorized Edward Murfee to use his name to any Bond as security, and spoke of the attempt that had been made, to indict him for using his name to the Bonds of J. W. Mills, I held two Bonds at the same ^{time}, against Edward for collection with his name to them as security, which he paid and paid others ^{claims} at the same time, ^{against Edward Murfee}, and that he intended to pay Edwards debts and set him free, this was after Edwards Marriage about 1831 or 1832, I think it was some years after the attempt to indict him perhaps two or three. Simon Murfee paid me at this time five hundred and twenty dollars. The Council for the ~~Defendant~~ ^{Plaintiff} objects to the ^{same} going answer and question so far as refers to Simon Murfee's declaration.

Dec 2nd State what was the exact language used by Simon Murfee at the time he told you he had authorized him to sign his name.

Ans. He said he had authorized Edward to use his name.

Cross Examination
Ques 1st Did Edward Murfee after his father's death, and after a letter to Baker and Chambliss offer to sell you his interest, and for what price

Ans. he did two or three times but I do not recollect at what price. the last time he offered it to me was ~~the same~~ day he sold to Murfee & Barrell Lawrence. he offered to give his interest to me for three hundred dollars, but I would not give it. I had come to the conclusion that he was going to let his family have it, and that he was using me as a tool, and told him so. And father this deponent saith not.

W^m Murfee

Jonathan Darden being duly sworn deposeth and saith as follows—

Ques 1st State what you know of the authority of Edward Murfee to use the name of Simon Murfee

Ans. Some years ago, I do not recollect the date, I was on the Grand Jury, and there was an attempt made to present

No 22

Edward Murfee for forging, and I think Capt. Murfee was sent for by the Grand Jury. He came before the Grand Jury, and stated that he had authorized Edward to use his name at different times, and that Capt. Murfee had authorized him to use his name also, and produced a letter which he said was from Capt. Murfee to that effect, which he handed to the foreman of the Grand Jury Mr. J. S. Lyles, the foreman threw it on the table and said any one may read the letter that chooses, some of the jury took it up, but I did not, nor did I hear its contents. The Bond spoken of that was before the jury was Capt. Will's Bond.

The Council for the Defendants make the same objection to this deposition as was made by him to the deposition of Bro. Moore & Murfee & others

And father this deponent saith not.

Jonathan Darden

Sirs

I went to Franklin about the time that J.B. Finckens Ed. Murfee confirm
the bargain about this Franklin farm Ed. Murfee ask me to loan him ^{four or} five hundred
dollars & he would give his par to secure the payment of the same J.B. Finckens
send me home James Harrison to get the money I send ^{by} said Harrison the money
to said J.B. Finckens to fill the payment Ed. Murfee some time after brought me a note
with his parers name to it I in a short time after saw Capt. Murfee at Franklin he
ask me go with him to chat abot this matter between his son and my self he ask did
I loan his son this money I told I did and had got his name agree to the bond he
Capt. Murfee said to me he never would pay the money but I will make a way for
for Ed. to pay it I waited some time did not seem like getting of it & I brought out for the
any money during the time of court Capt. Murfee send Ed. Murfee to get more money with
a note signed with his own hand and seal I Recieve a my page not long after to go
James Murfee & get my money for which I went and ^{got} it he told me further that
he had authorized Ed. Murfee to use his name Harrison Jorners testimony
to any paper for their per-purposes

Ofc.

~~Synon~~
Murphy

to } Dep:

Murphy Exr of

Handed in by J. E. Gilmore, J.P.

Oct. 27 1958.

J.R.G.

No 1
Murphy against Murphy's Executor

Oct 26th 1838, the parties met pursuant to adjournment this day at Franklin

Lydia Murphy as witness sworn and introduced by the ^{co-pleading} defendants depositions and oath, and answers interrogatories by Defendants Council as follows

Ques 1st Are you the widow of Simon Murphy and the mother of his children who are parties to this suit and what is your age

Ans. I am, and am in my seventy one

Ques 2^d Were you present at James Murphy's house, with Edward F. Murphy ^{My Son} and others of the family shortly after your husband's death and a day or two after his papers had been examined

Ans. I was

Ques 3^d With whom did you go

Ans. With Edward

Ques 4th Please state as well as you can recollect all that passed on that occasion between E. F. Murphy and any others of the family and especially with James W. Murphy.

Ans. James W. Murphy told the members who were present, that he would agree to anything they would agree to, so as to make a voucher for him, Richard Barnell and his wife Narcissa Lenow, and Jas. W. Murphy and Edward Murphy

Ques 5th When you present all the time that Jas. W. Murfee, Edward Murfee Mrs. Genow were together on that occasion

Ans. ~~Yes~~ I was

Ques 6th When you so stated that you could hear distinctly all that was then said

Ans. I was. we were seated very near together as near as we are now

Ques 7th Did you then hear any one make any threats to Edward Murfee of any sort.

Ans. No. if any were made I did not hear them

Ques 8th If they had been made then as the family were all seated together would you not have heard them

Ans. yes. I should have heard them

Ques 9th Is not your hearing good

Ans. It is good for one of my age I can hear very well

Ques 10th When did you for the first time hear and how that Edward Murfee had been threatened with the Penitentiary, & to force him to give his bond to the other members of the family

No 2

Ans. I never heard it until the first of last June. I heard it from ~~some~~ ^{some} the time Mrs. Genow gave her disposition at Jacob Genow's house

Ques 11 From your knowledge of your son Jas. W. Murfee do you believe that he ~~xxxx~~ ever wished or intended to be the means even if in his power of sending his son Edward to the Penitentiary or that he would voluntarily aid in doing so under any circumstances

Ans. No. No. No. that I do not believe any such thing. I never heard him hint any such thing in my life

Ques 12. Did your son Edward live in the house with you some time after his father's death, and how long

Ans. Eight or ten months

Ques 13. Was he in the habit of speaking to you freely and Confidentially about his affairs

Ans. Yes he used to converse with me right often about different things

Ques 14 Did he use to talk with you about his son James, after your husband's death

Ans. Yes he did some

Ques 16th Did you ever at any time hear Edward
Murphy say that James W. Murphy had thr-
-eatened him with the penitentiary

Ans. No. I do not recollect I ever said, if I
did I do not recollect it now

Ques 16 Did not Edward some time after
your husband's death speak kind and affec-
-tionately of his Bro. Jas. W. Murphy

Ans. I have heard him speak of him as being
a friend to him, I think a short time after
his death

Ques 17th Have you not allways been very
much attached to your son Edward and devoted to
him

Ans. I have been very much attached him
and am now, I still love him, he was my
youngest child

Ques 18 Are you not then quite sure
that if you had heard him say after your
husband's death that James Murphy or
any other member of the family had threat-
-ened him with the penitentiary you would
have recollectd his saying so

Ans. Yes that I should, I should have alw-
-ays recollectd that if I had heard it. I never
heard it.

No 3

Ques 19th Had your son Edward a great in-
-fluence over his father in his latter days
and for some years before his death

Ans. Yes he did, his father loved him

Ques 20th Do you know whether his father
paid large sums of money for him

Ans. Yes, he paid a good deal for him

Ques 21st What amount do you suppose

Ans. I could not tell I reckon he has paid
not up than Ten thousand Dollars, I could
not tell though

Ques 22nd Do you know whether anyone of the
family made an attempt to set aside your hus-
-band's will or spoke of it.

Ans. I have no knowledge except from hearsay

Ques 23rd Did you ever hear Edward Murphy
speak of his father's will, and what did
he say, as to the gifts in it to Jas. Murphy
Barrett & Lerow

Ans. I heard him say he was the cause
of their getting what they did get

Ques 24 Do you know the state of feeling
of your daughter Mrs. Lerow towards her Bro.
James.

Ans. I do not think it is very good

Que 25th Did you ever hear her say that she intended to be a thorn in his side as long as she lived, if so when and where

Ans. I heard her say so in my own house, some time last fall I think, am not certain of the exact month I think in Oct.

Que 26 Who was present when this was said besides yourself

Ans. No one but sister Peggy Wills that I recollect of

Que 27th What had she been talking about in relation to James Murfer when she said it

Ans. I do not recollect I could not say to save my life, ^{she was saying} nothing particular that I recollect of

Que 28th Have you heard her repeat the same ~~threat~~ since and when

Ans. I do not think I ever have

Que 29th Was any thing said to you in Mrs. Barretts Porch or yard by Mrs Lenow and Edward Murfer or either of them after you had sworn to your answer in this case, and if ~~you~~ ^{when} ~~you~~ state what.

Ans. One of them I do recollect which one they were both together in the same Peggy said they would not say ~~the~~ all had sworn

No 4

to what they had heard, but if they had they had sworn to what was ~~not~~ ~~as~~ a pack of no such things

Que 30 Did they not at the same time tell you, that ^{by} pursuing the course you did in signing the answer you would send Edward to the Penitentiary

Ans. I think he did

Que 31st Was this a short time after you had signed your answer

Ans. Yes, a day or two

Que 32 Did they send for you in the house to come out to them

Ans. I do not think they did, I always went out to see them when passing

Que 33rd Was Mrs Lenow always friendly and affectionate to your son Edward, and did she always speak well of him

Ans. No, she was not friendly nor neither did she speak well of him

Que 34 Do you know when she first changed her tone and conduct towards him, was it some time after your husbands death

Ans. It ^{was} some time the latter part of last year, just before Christmas

Que 35th What opinion have you always entertained

— ined of the character of your son James as regards truth and honesty from his childhood up

Ans. I thought him to be as much so as any body. I never had any cause to doubt his truth or honesty he always told me the truth

Ques 36th Could your opinion of him be changed by ~~any~~ any thing that has been said of him by Mrs Genow or Edward

Ans. No.

Ques 37th Has. James Murfee been always kind and affectionate to the other members of the family and always endeavoured to make peace among them

Ans. As far as I know.

Ques 38th Have you ever heard any one say since the commencement of this suit that if any one attempted to impeach their testimony that she would kill them

Ans. I have

Ques 39th State who said so

Ans. I heard Narcissa say it myself. These things are very painful to me but I am acting on my oaths

Ques 40th When and where did she say it

Ans. I was at her own house some time

during the winter when I was there I think there was some in the room at the time but I

No 5—

Cannot recollect who they were

The Plaintiff excepts to the Disposition on the ground that the witness is a party Defendant, and interested in the Cause, and says said exceptions proceeds to cross Examination

Ques 1st Have not the questions which have been asked you to day been all asked you before often

Ans. No. that they have not

Ques 2nd Have you not been talked to frequently about it

Ans. No. I have been talked to very little

Ques 3rd Were you at James Murfee on the day the papers of Simon Murfee were examined or some days afterwards

Ans. It was afterwards the papers were examined

Ques 4th Were you not very much agitated that day

Ans. No. I cannot say I was

Ques 5th Were you not very much very much concerned about Edward Murfee that day

Ans. Yes. I pitied his situation as any body would, any mother would

Ques 6th Did you not ask if Edward Murfee had done any thing that he might be forgiven

Ans. I do not recollect that I did

Ques 7th Who left the room during that day and how long were they absent

Ans. No one left the room after coming in
Ques 8th What persons were in the room when you entered

Ans. I thought I had told that once. Mr. Bartlett and his wife and Marcia were all that were in when I entered. James and Edward had walked aside, and after talking a short time came in the room

Ques 9th Did you not ask that Edward Murfee might not be made to pay any thing

Ans. If I did. I have no knowledge of it now

Ques 10 Can you pretend to say that you have a distinct recollection of all that occurred that day

Ans. No. I cannot recollect all that occurred there on some things if they had occurred I never should have forgotten

Ques 11 Did not James Murfee say on that day that ^{if the} will of Simon Murfee was set aside they would not then be equal with Edward Murfee

Ans. I do not know that he did. if he did I do not recollect it

No 6

Ques 12th Are you sure that before taking the ~~first~~ of the Deposition of Mrs. Lenzow in this cause, you had never heard that Edward Murfee had been threatened with the penitentiary by J. W. Murfee or the other defendants

Ans. I am sure I never heard it, if I had I should never have forgotten it

Ques 13th At what time did you give your answer in this cause

Ans. Some time last spring

Ques 14th Was that answer ever read to you

Ans. Yes -

Ques 15th Did that answer contain any reference to the threat of sending Edward to the penitentiary

Ans. I do not know that it did. I did not think so -

Ques 16th Was the Plaintiffs Bill in this cause ever read to you or by you

Ans. I do not recollect, ^{positively} but I believe it was

Ques 17th Do you recollect whether that paper stated any thing about Edward Murfee being threatened with the penitentiary

Ans. I did not as I heard

Ques 18th Did you ever hear J. W. Murfee in the life time of his father threaten to send Edward Murfee to the penitentiary

Ans. No, No. If he ever done it I never heard him I do not believe he done it

Ques 19th Did you ever tell any one that James Murfee had threatened to send Edward Murfee to the penitentiary
Ans. No. that I never did

Ques 20th When you and Edward Murfee were going to James Murfee's do you not recollect that Edward Murfee told you that Richard Barnett had carried him a threat from Jas. W. Murfee that he would send him to the penitentiary

Ans. he never told me any such thing if he did, I have no knowledge of it now

Ques 21st At what time was it that Mrs. Lenow said your answer was not true if it was as she heard it.

Ans. A short time after the answer

Ques 22. Was Mrs. Lenow in the habit of visiting your house ^{the} last year you left home

Ans. she came some times, when Edward and his wife were away

Ques 23rd At what time was it that Mrs. Lenow said if any one attempted to impeach her testimony she would kill them

No 7

Ans. As. I have already told you it was some time last winter

Ques 24th Are you sure, whether it was before or after the commencement of this suit

Ans. I am not sure about it. I think it was after

Ques 25th Did not Mrs. Lenow say, that if she was a man, and any one undertook to impeach her character she would be mad enough to kill them

Ans. I do not think she said so. I have told it just like she said it, as near as I could

Ques 26th Had you been talking of this suit at the time Mrs. Lenow made this remark

Ans. I do not recollect. I do not think we were particular

Ques 27th You have said you were very much attached to Edward Murfee, have you not always been equally attached to Jas. W. Murfee

Ans. Yes.

re-examined

Ques 28th Do you know of any pecuniary interest you have in this suit

Ans. I do not

Ques 29th Have you not been sitting in the same seat without rising for the last two hours and a quarter answering the above questions put to you by the Justice seated on the opposite side of the room

Ans. I have

Ques 3^d When you made oath before Mr. Gillette
a justice to the truth of your answer to this
point had not James Murfee before that
time carefully read to you the answer he
had sworn to

Ans. he had read it to me twice

Ques 4th Did you then fully understand fully its
contents

Ans. I thought I did

Ques 5th And when you signed your an-
- swer were you satisfied and are you now
satisfied that said answer contained the truths

Ans. yes it contains the truth as far as I
know.

Ques 6th Are you not now very much fati-
- gued and worn out by this long examination

Ans. that I am. that I am

Ques 7th Have you not been very much
pained and distressed throughout this examination
Ans. I have suffered a great deal

Further this deponent swears not-
- but
Lydia Murfee
marks

No 8

Rev. Benj. Kewy Being duly sworn deposes
and saith

Ques 1st What is your age, and how long
have you been living in Southampton County

Ans. I am in my seventy first year. I
came to the County of Southampton to settle in
1812

Ques 3^d Have you been the presiding
justice of the County

Ans. yes for four years

Ques 4th How long have you been acquainted
with the defendant Lat. W. Murfee

Ans. I have known him from his youth
and lived near him, within five miles of
him

Ques 5th Have you had opportunities
of forming an opinion of his character
and of knowing the estimation in which
he is held by the community among which
he has lived

Ans. I think I have

Ques 6th Please state the general re-
- putation of said Lat. W. Murfee for in-
- tegrity and veracity-

Ans. so far as I have known or heard
his integrity and veracity has never been
questioned

Ques 7th Do you know his mother Mrs.
Lydia Murfee, and do you consider her
an intelligent and conscientious woman

Ans I do - I answer yes to both parts
of the question
Further the deponent saith not. B Dewany

Isaac Lee being sworn states that he
has been ^{well} acquainted with Lat. W. Murfee
and Mrs Lydia Murfee for thirty years
and that he fully concurs in the state-
ment of Mr. Benj. Dewany as to their
character and reputation. The witness is now
in the 71st year

Isaac Lee

Lat. Barnes being duly sworn states that
he has been well acquainted with Lat. W. Murfee
and Mrs Lydia Murfee for thirty years
and that he fully concurs in the above
statements of Benj. Dewany and Isaac Lee
in regard to them. James Barnes
the witness is now 60 years of age

Isaac B. Daughtry being duly sworn states
that he has been well acquainted with
Lat. W. Murfee and Mrs Lydia Murfee
for thirty years and that he fully concurs
in the above statements of Benj. Dewany
Isaac Lee & Lat. Barnes and that he is
now 60 years of age. Isaac B. Daughtry

No 9

Edward C. Crumpler being duly sworn states
that he has been well acquainted with
Lat. W. Murfee and Mrs Lydia Murfee
for thirty years and that he fully concurs
with the statement of the foregoing wit-
nesses with regard to them and that he
is now sixty years of age
Edward C. Crumpler
mark

Arthur E. Hall being duly sworn states
that he has been well acquainted with
Lat. W. Murfee for eighteen years and up-
wards, and that he fully concurs with
the foregoing witnesses in their statement with
to the said Lat. W. Murfee and that he is
now forty one years of age. A. E. Hall

Matthew W. Vaughan being duly sworn states
that he has been well acquainted with Lat.
W. Murfee all his life, and that he fully
concurs with the foregoing witnesses in their
statements with regard to him.

Pittet. Lawrence being duly sworn deposes
and saith as follows
Dea by Defendants Council

Are you the daughter
of Willie Lawrence ^{one of} the Defendants in this case
and the niece of Mrs Larrow and Lat. W.
and Edward Murfee

Ans I am
Dea 2^d. What is your age
Ans. In my twenty first year

Ques 3 State whether you ever heard your Aunt Mrs Lenow say why Edward Murfee gave his Bonds for five thousand Dollars to his Bros. and Sisters, which he seemed by deed of trust. if you did state all she said on that subject - and when.

Ans. She told me of it a few ^{days} after the proposition was made I suppose about ten days after, she said he Edward Murfee made the proposition, and that it was to settle about the will and papers, that although it was not half enough they had consented to take it - this was said at the house of Mrs Lenow

Ques 4th Have you ever heard your Aunt Lenow abuse and speak harshly of Lat. W. Murfee if you have state when she first commenced to abuse him, and how often you heard her, and ^{what} she has said about him.

Ans. I have heard her frequently speak harshly of him, some time the first of last year she began to abuse him, it would be impossible for me to say all she said, among other things I recollect she said that hole of the Depot - referring to Murfee's Depot was the meanest - then Marsh Howells then not excepted, and that he Lat. Murfee would cheat her and steal

Ques 5th Had she before that time spoken kindly and respectfully of him -

No 10

Ans. she had, I never heard her speak otherwise -

Ques 6th Do you remember any remarks of Mrs Lenow about a thorn

Ans. she said she would be a thorn in the side of Lat. W. Murfee the longest day she had to live, I have heard her make this remark frequently and I first heard her say it September of last year - and frequently since up to December last - since that time I have not been in her company -

Ques 7 Did your Mother ever attempt to stop her when she was abusing your Uncle James and if she did what was her reply -

Ans. she did, that is was not worth while for any one to begin with her either Black or white she would have revenge let it cost what it would

Ques 8th Did you ever hear Mrs Lenow speak of having received of Lat. Murfee the money for Edward Murfee's Bond of one thousand Dollars and if you did what did she say -

Ans. I heard her say she had received it, and it was hers, and she intended to keep it -

Ques 9 Was your Aunt - Mrs Lenow in habits of social intimacy with your Mother and family up to the end of last year or about -

Ans. she was for several years up to the end of last year but there was a time before

that she was not and then has been no intimacy
between the families for the last year
Dee by Plaintiff

When did the conversation occur
between Mrs. Lenow and yourself about Edward
Murphy's proposition to give his bond for Five
Thousand Dollars which you spoke of in your
examination in chief

Ans. It was soon after Grandpa died -

Dee 2^d Did Mrs. Lenow say that she heard
the proposition ^{from Edward} that ~~the~~ ^{the} proposition
was told her by some other person

Ans. I understood her that she heard it
from Mr. Edward Murphy

Dee 3^d Do you know why Mrs. Lenow ever
came to speak unkindly of ~~Edw. H. Murphy~~ H. Murphy

Ans. I never heard her say I have heard
her say that he treated her mean - I never
heard her explain herself farther

Dee 4th Did you ever yourself say that
Edw. H. Murphy had treated Mrs. Lenow badly
ans. If I did I do not know when I said it.

Dee 5th At what time and place did Mrs.
Lenow say that Edw. Murphy would lie, cheat
and steal as you have stated in your examina-
-ion in chief

Ans. It was at the house of my father on the
day Capt. Willard bought the land of my
Grandfather -

No 11
Dee 6th Who was present
Ans. All the family we were sitting
around the fire side -

Dee 7th Are you sure she used the
words Edw. Murphy would steal

Ans. Yes -

Dee 8th At what time did Mrs. Lenow say
she had received the money for Edward Murphy's
Bond, and that she intended to keep it

Ans. It was about the time she received it
about the time Jacob Lenow was to make a
payment on his land

Thus further this deponent saith not
Betie P. Lawrence

May C. Lawrence being duly sworn deposes
and saith that she is in her seventeenth
year that she is the daughter of Willis Lawrence
and sister of the last deponent.

Dee 1st Did you ever hear your Aunt Lenow
speak of your uncle Edw. Murphy harshly if so
when did you first hear her so speak of him
Ans. I have heard her speak harshly of him
frequently, not more than two years. I do not think
it was so long she first commenced so to speak
of him - before that time she had spoken of
him kindly and affectionately respectfully

Dee 2^d Please state if you can any ex-
-pressions of Mrs. Lenow in regard to him

Ans. I have heard her say he would lie cheat
and steal, and that ~~whole~~ of the debt was

The meanest den in Southampton County. March
Howells not captured

Ques. 3.^d When did you hear all these things

Ans. I have heard her abuse him at differ-
-ent places but it was at ^{that} ~~the~~ ^{that} expression
was made ^{that he would cheat him and steal} we were all seated around the
fire side,

June 4th Did you ever hear her make any reply when
any attempt was made to check her in relation
to her abuse

Ance. I have, that no one need try to stop her
neither black nor white she intended to have revenge
let it cost what it would

Chas E Lawrence,

Laurence Johnson being duly sworn deposes in
the statement of Benj. Leroy. Isaac Lee Esq.
Barney, Jacob W. Daugherty, Arthur E. Hall
respecting the character of Capt. W. Merfee and
that he has known him for more than
thirty years and he is now fifty six
years old.

Lauren Johnson

Henry B. Council being duly sworn states that he concurs in the statements of Benj. Klevany Isaac Lee Esq. Barnes & others relative to the character of Esq. W. Murfree

H. Bleumer

No 12

Jordan Edwards, being duly sworn states that he has known Capt. W. Murfee from a Boy, and he the witness is now in his 72nd year of age, and states that said Murfee's general reputation in the County is that he is a virtuous, honest and truthful man and that the witness himself so regards him having had many dealings with him and lived near him for many years

Jordan Edwards

By consent of parties and for the mutual convenience of parties on both sides, and the further taking of said Depositions, is adjourned to Jerusalem in said County on the 8th day of Nov. next, ~~there to~~ be resumed without farther notice.

The following witnesses appear - and to give evidence, Mat: W. Vaughan. Geo. B. Higgins, Augustus Crumpler, L. G. Crumpler, Mrs Elysa Parker, Mrs Lucy Johnson. S. A. V. Murfee and W. H. Lee

Joseph E. Villate D.D.

Engaged seven hours in taking above deposition
- 4/6 for hour - \$5.25.

The foregoing depositions were taken sworn to
and subscribed before me a Justice of the Peace
pursuant to the annexed ~~practice~~ ^{statute} law under
my hand this the 26th day of Oct. 1838
J. B. Silliman J. P.

Murfee & Wife
V & Repositions
Murfee & others

Filed Nov. 8 1858-

Cost of the position \$5⁰⁰
100

The Depositions of J. H. Freeman & J. G. Lugh
O. B. Adam & H. Chandler & others taken
before me Westwood & Todd a Notary Public
for the City of Norfolk pursuant to notice
hereto annexed at the Office of Hazenell
Taylor in the City of Norfolk between the
rising & setting of the sun on the 21st day
of October 1858 to be read as evidence in the
suit now depending on the Chancery side
of the Circuit Court of the County of South-
ampton in which C. H. Murfee & Josephine
his wife are plaintiffs and C. W. Murfee,
W. W. Lawrence, R. Barrett & al are defen-
dants

Present ~~at the Court for the purpose of~~

* C. W. Chapinburg Counsel for plaintiffs

In consequence of the absence of W. W. Lawrence, &
the motion of R. H. Barrett the taking of the
depositions is adjourned until to-morrow
at 10 o'clock

22nd Oct: By consent of Counsel the taking of
the depositions is adjourned until to-morrow
morning at 10 o'clock

23rd Oct: 1858. By consent of Counsel the
taking of the depositions is adjourned until
Monday morning at 10 o'clock.

25th Oct: 1858. By consent of Counsel the taking of the deposition
is adjourned until Wednesday Morning next at 10 o'clock

Oct. 27th 1858. By consent of Counsel the taking of the depositions is adjourned until Tuesday 2nd Nov. at 10 o'clock

Tuesday Nov. 2nd. Depositions adjourned by consent until Thursday 4th Nov
Nov. 4th 1858

RN Baker & a witness on behalf of defendants being produced & sworn deposed as follows

1 State all you know of the transactions of ~~James~~ ^{between} ~~Murphy~~ & Edward Murfee on the one part & James Murfee & the other members Simon Murfee's family bearing upon the matters in controversy in the suit

Ans About the middle of April 1856 as well as I can recollect certainly but a short time (say a few days) after the death of the Rev. Simon Murfee which I think occurred on the 5th or 6th of that month his son James M Murfee came to Norfolk to see me professionally. He brought to me a paper purporting to be a copy of his father's will as it really was by which he was appointed his father's Executor. He stated that he came to engage my services in the

event of his qualifying as such executor
& to advise with me in regard to his
duties in the premises & other matters
touching the estate. I advised him at
once what he ought to do if he intended
to qualify as Executor. He then stated
to me at once that the other parties in-
-terested in the Estate (~~not including~~
~~himself however~~) except his brother
Edward were very much dissatisfied
with his father's will. That they believed
it to be unequal & unfair and made
by his father under the influence
of his brother Edward & Murfee
and that he believed an effort would
be made to resist the probate of the
will upon those grounds & for the
further reasons that his father
was not competent to make a will
at the time the will was made, that
it was ~~executed~~ executed under
undue influence exercised by the
said Edward & Murfee who had
already spent more of his father's
^{estate} than would amount to his just share
thereof if equitably divided.
I did not understand from him that
he would be a party to any such
effort but on the contrary

whilst he felt the injustice in the dis-
position of the property made by
the Will he was determined to abide
by it unless his Brother Edward's
sense of justice prompted him to
make a more equitable ^{division} ~~arrangement~~
of it. In the course of a few days
I ascertained that the parties had
come to an arrangement both from
James W & Edward J. Murfee
I think it was at the Southampton
County Court in April, ¹⁸⁵⁶ that it was
communicated to me by them.

The arrangement was that Edward
J. Murfee should give to his brother
& Sisters each his bond for one thousand
dollars (\$1000) to be secured by a
deed of trust upon his interest in the
estate in consideration of their with-
drawing all opposition to the probate
of the Will & surrendering all claims
due from him to his father's estate
which he ^{Ed. J. Murfee} admitted to be large and I
was requested to draw the deed of trust
accordingly. It is proper to add in
this connection that when I asked
Edward J. Murfee who should be
the trustee, he answered his brother
James. I suggested at once that
he was a creditor under the deed

and that for that reason ^{his brother James} ~~he~~ would not
be a proper person to act as trustee.

He then requested me to act as trustee
which I refused to do unless Col
Chambliss was ~~present~~ associated with
me to which he assented & I drew
the deed accordingly making Col
Chambliss & myself the trustees in
the deed. That deed I think was drawn
on or about the 23rd day of April 1856
and was executed by the parties I think
on the first day of the ^{May} term of the Circuit
Court 1856 or on the day following after
having been submitted by me to Col.

Chambliss Counsel for Edw^d. F. Murfee
who also signed it & made no objection
to it. On the 26th Feb^y: 1854 I drew
the 2nd deed of trust which is also filed
as an Exhibit in the record in this cause
for the purpose of securing to the general
creditors of Edward F. Murfee the
debts due to them respectively which
was made by Edward F. Murfee after
consultation with his brother James
& myself as the best thing he could do
under the circumstances in order to
prevent his property from being sold
under execution & sacrificed & ⁱⁿ order
at the same time to do justice to his
general creditors by securing

the payment of their debts.

I never knew or heard anything of the other deeds of trust mentioned & filed in the proceedings I think until about 2nd Oct 1857 at or about which date Edw^d & James W Murphy came to my office in the City of Norfolk and ^{one of them} stated (I don't know which, but both were present at the time) that he James W Murphy Rich Barnett & Willis W Lawrence had agreed to ~~buy~~ buy the whole of Edw^d W Murphy's equity of redemption or residue of his interest in his father's Estate subject to the ^{said} deeds of trust and to pay him therefor the sum of three hundred dollars and I was requested to draw a deed of ^{bargain & sale} ~~conveyance~~ for that purpose which I did. Edward W Murphy took the deed & got his wife's relinquishment to it I think & the money (\$300) was paid to him by James W Murphy in my presence & James W Murphy paid me for drawing the deed. At the same time Edward W Murphy requested me particularly as one of the trustees under the first two deeds, if his brother James, Barnett & Lawrence should conclude as they then had some intention of doing, to assume & pay off the debts therein provided for,

to execute a release directly to them. Accordingly about 9th Jan'y: 1858 as well as I remember perhaps before that date they gave me notice that they intended to assume & pay off all the debts on the property secured by deeds of trust and about that date they surrendered to me the five bonds of \$1000 each secured by the first deed receipted by the respective parties who held them & they placed in my hands at the same time the funds necessary to pay off the debts under the second deed except such as were payable to James W. Murfee individually or as Executor. I did pay off all the debts under the second deed accordingly except those above excepted and in doing so I disbursed the sum of three thousand three hundred and forty nine dollars and $\frac{24}{100}$ which was placed in my hands by James W. Murfee Barret & Lawrence and on the 15th day of March 1858 I rendered an account of those payments with the vouchers for the same to James W. Murfee which was entirely satisfactory to him. According to the request of Edward F. Murfee above mentioned after the five bonds secured under the first deed

were surrendered to me and the funds placed in my hands to pay the debts in the second deed executed and delivered to James W. Murfee, A. Barrett & H. W. Lawrence the release deed. During the whole of the period aforesaid that is to say from April 1856 up to the date of the institution of this suit Edward F. Murfee never stated or intimated to me that he had executed any of the said deeds under duress or for any other consideration but that I have above mentioned notwithstanding I had frequent conversations with him about his business affairs. On the contrary he repeatedly expressed his utmost confidence in his brother James and spoke of him as having been a friend to him in the matters referred to ~~and~~ ~~but~~ ~~a~~ ~~short~~ ~~time~~ ~~before~~ and no longer ago I think than the month of October 1857 he reiterated to me those expressions about his brother James expressing his confidence in and kind feelings toward him.

The further taking of this deposition is adjourned by consent of parties by their counsel to Monday the 8th inst at Jerusalem Dushampton Co Va with leave to the plaintiffs to reserve at that time any exceptions except for notice that might be now taken. Given under my hand this 4th day of November 1858

Westward & Todd
Notary Public

The counsel for the plaintiff consent that deposition
of Richard H. Baker may be read without
cross examination assuming all excep-
tions to the same except those of notice
E W Maisterburg

Murphy & McKe
43 De la Motte
Murphy & McKe

July Nov. 8 1858

Cart of De la Motte 1858

The deposition of Richard H Baker Jr is annexed
to on the ground that the witness is not
competent

To E. J. Munger & Josephine in wife in

Take Notice, That we shall proceed on the 21st day of October
1858 and between the rising and setting of the sun, at the office of
Suzanna Taylor in the city of Norfolk

to take the depositions of J. M. Freeman J. H. Leigh J. R. Odom L. H.
Chandler & others

to be read as evidence in the suit now depending on the Chancery side of the Circuit
Court of the County of Southampton

in which you are plaintiff and we & others are
defendants, And if, from any cause, the said deposition should not be taken, or, being
begun, should not be concluded, at the time and place above named, the same will be taken, or the
taking continued, at such other time and place as may then be appointed,—adjourning from time
to time, and from place to place, as often as may be necessary.

Oct 4. 58.

Wm H
J. M. Munger. W. H.
Lawrence & B. B. T. S.

Oct 4th 1858 I acknowledge service of the
within notice

E. W. Mapsonburg
att'y for Plffs

Mapson
vs
E. W. Mapsonburg
att'y for Def

taking depositions

5th Oct. 1857

Murfee
v. E. Reposition
Murfee & Co

Letter to hand sealed Jan 15th
1859
J.R.C.

Cost 85
Paid by T. Murfee
also 85 for taking other
depositions etc

The Depositions of Richard H Lee and
others taken ^{on the 5th Jan'y: 1859} before me Westwood & Todd
a Notary Public for the City of Norfolk
at my Office in the City of Norfolk
by consent of parties to be used as evidence
on behalf of the defendants in a certain
suit in Chancery now pending in the Circuit
Court of Southampton County in which
Edward Murfee is plaintiff and James
Murfee and others are defendants

Richard H Lee a witness for defendants being
sworn deposed as follows

1 Are you well acquainted with Marceffa
Lenow.

Ans I am

2 Will you state whether she said anything
to you or in your presence about Jas.
H Murfee's settling his father's estate
after his father's death; if so state as
nearly as you can his words

Ans She said she was very glad that Jas Murfee
was left to settle her father's Estate;
that he would do what was right &
nothing more & Edward Murfee

was made because his brother James was left to settle the estate and he didn't have it in hand himself, that James Murfee was an honest man. Jacob Lenox was present at the time & assented to it

3 In what terms did Mrs Lenox then speak of Edward Murfee

Ans Very unfavorably.

4 Have you heard her say anything about James Murfee since the commencement of this suit; if so state it.

Ans I heard her say at Mr Johnsons that she never would live in peace so long as old Brigham Young made himself such a fool; that he was going to sell Hansel and that she would let him know that she had new soles to her shoes & she would let him know what he was about. By Brigham Young I understood her to mean James Murfee. He has been married four times and Hansel was one of the Slaves belonging to the Estate of Simon Murfee decd.

On the day Mary Lawrence's deposition was taken in this cause I heard her say at Franklin that she had said

she would be a thorn in his side and still said so. She was present when Miss Lawrence's deposition was taken

5 Do you know the relations that existed between Jacob Lenox and Edward Murfee at the time of Simon Murfee's death; if so state it.

Ans I do. on the day of Simon Murfee's funeral I asked Edward F. Murfee if Jacob Lenox would come over to the funeral; he said he reckoned not; if he put his foot in the house he would be kicked out & that pretty soon. On the day that James Murfee was last married, in January 1858, between the 5th & 10th he said he & his brother James were then in peace & hoped ever to remain so, that his brother James was one of his best friends

6 Did you ever hear Mrs Lenox before the death of Simon Murfee say anything about Edward Murfee's influence over his father; if yes what

Ans I have. I heard her say that Ed had his father just as he wanted him & could do what he chose with him.

Cross-ex^d by C. W. Mapenbury
Counsel for plaintiff

1 What relation are you to James
Murfee & Charcey a Lenon

Ans I am Son in law of James W Murfee
by marriage with his ~~last~~ ^{first} daughter
who is the niece of Mrs Lenon

2 How long after the death of Simon
Murfee did the ^{first} conversation with
Mrs Lenon that you have mentioned,
occur

Ans Some ^{two or} three ~~or four~~ weeks, and further
this deponent saith not

P. H. Lee

James W Murfee a witness for defendants
being sworn deposed as follows.

1 What relation are you to the defendants
in this cause.

Ans I am the son of James W. Murfee one
of the defendants in this cause

2 State Whether or not during the winter of '57 & '58 you met with Ed: L. Murphy at the Ocean House in Portsmouth, if you state about what date and whether any conversation or conversations occurred between you and to what purport.

Ans I met with him at the Ocean House between Dec 25th 1857 & Jan: 5th 1858. I had several conversations with him touching the subject of his father's Est: he said that for a long time previous to that Jacob Benson & his wife had been hostile towards him & had not spoken to him, that a few days before those conversations they had much to his surprise approached him in order to make friendship. Their object seemed to be was to offer him the \$1000 which they ^{as one of five bequests} had received from him, for they did not wish to keep it. He said he ~~was~~ was going up to Southampton in a day or two and would certainly take it if he could get it, for he thought it right to have their ~~own~~ \$1000 at any rate because they would have received nothing from

Simon Murfee's Est. but for him
He thought it very strange that they
should become all at once so liberal
but he thought he knew the reason
which was their determination to injure
James W Murfee.

3 Did you have another conversation with
him at or about the ^{same} time in reference
to the personal safety of his brother
James.

Ans I did

4 In that conversation did Ed F Murfee
or did he not state his belief that
Mr Lenox & his wife or one of them
designed or were plotting some injury
or revenge against him

Ans He did. He did not mention their names
but I am certain from what he said
he meant those parties because he
used terms which described them

5 In what terms at the same time (I
mean in the conversations above alluded to)
did Ed F Murfee speak of his brother
James.

Ans In terms of great regard & brotherly affection and was much concerned for his brother's safety

Cross-ex By C. H. Chapinburg Esq

1 At what time in the State & what were the terms used by which you understood Ed T. Murfee to refer to Jacob Lenox & his wife as mentioned in your answer to the 4th question in chief

Ans He spoke of them as the persons living nearest to him or right at him and another expression was you know how she is & she will have revenge when she starts. The conversation was long extended and the names of the parties (Lenox & his wife) were used by me & he did not dissent from it. and further this defendant said not
Ed. T. Murfee.

The foregoing deposition were taken subscribed & sworn to before me this 5th day of January 1858

W. Wood et al. Advs

* 7859 *

It is agreed that the above depositions were taken on the 5 January 1859. & were sworn by Albert B. Attorney.

E. W. Makers Cur 9

To L N E. & Co.

I hereby promise to pay, to you or
assigns of me here, on the record in the
case the case of E. F. Macfar & John Macfar
& Co. Jan. 19th 1880 James L. Linn

Murfee against Murfee's Executors
To J. O. Gillette S. C. Clk.
To taking Depositions 16 Hours - 4/6 - \$12.00

Joseph O. Gillette S. C.

This Indenture made this 26th day of February 1857 between Edward F. Murfee and Josephine his wife of the first part John R. Chambliss and Richard H. Baker Jr. Trustees of the second part and the creditors of the said E. F. Murfee herein after named of the third part Whereas the said Edward F. Murfee is justly indebted to the following persons and in the following amounts to wit. to W^m Murfee Seven hundred dollars due by bond bearing date on the 22^d June 1856 and two hundred dollars or thereabouts due by open account. to W^m R. Hamrford \$102.00 with interest from the 15th Oct. 1856, to W^m A. Massey \$17.00 interest and costs due by judgment. to W^m A. Masseyburg \$30.00 interest & costs due by judgment. to R. H. Baker Jr \$30.00 due by bond with interest from the 1st October 1856. to Statesburg & Ayres \$312.98 with interest from the 22nd Sept. 1856. to E. F. Murfee Exor. of Simon Murfee dec^d an account of \$46.25 with interest from the 1st day of January 1857. to the same \$14.94 due by bond to which Lydia Murfee is security with interest from the 29th Nov. 1856. to the same \$59.20 due by bond with interest from the 29th Nov. 1856. to James W. Murfee individually \$60. due by bond with interest from the 28th May 1856. to Thomas G. Doughton & Son \$20. due by open account with interest from the first day of January 1857. to Do^r W. Freeman \$50 with interest from the 1st Jan. 1856 also \$20.00 or thereabouts being the balance due upon a judgment of the Circuit Court of Southwestern County. to Bloodgood & Co the sum of \$48.00 due by bond or note with interest from the 17th day of October 1856. to Odum & Clements the sum of \$215.50 with interest from the 11th Nov. 1856 to W. D. Roberts Jr. \$13.26 with interest from 1 January 1857. to L. Salisbury \$23.88 with interest from 1 Jan. 1857. to John C. Shepherd \$24.67 with interest from the same date. to W^m P. Stewart \$6. \$29.75 with interest from the same date. to W. E. Cunningham \$6. \$15.00 with interest from the same date. to Willis W. Hopper \$13.00 due by note with interest from the 12th day of June 1854 to James Wells \$150 int. & costs due by judgment to R. H. Blythe \$130. due by note subject to a credit of about \$ to G. L. & P. \$150. due by open account to W. W. Briggs and F. J. Mahone \$16. or thereabouts. to Dr. J. Kindred \$30.00 with interest from this date. to W. D. Clarke \$65.46 int. and costs due by judgment. to Saml. Kille and John Yates \$46.88 interest and costs due by judgment. to the same \$5.25 interest and costs due by judgment on a warrant to Allen Edwards and R. G. Edwards \$37.10 interest and costs due by judgment Do^r E. Donaghe \$22.00 interest and costs due by judgment. to H. Biggs \$6. an account of \$145.96 against the estate of Simon Murfee dec^d for which the said E. F. Murfee is liable with interest on

\$ 157.01 from the 3^d day of June 1856. & to Gillette & Proctor an account of \$67.99. with interest from the 29th April 1856. And Whereas the said E. F. Murfee is desirous to secure to each and all of the said creditors their several demands aforesaid. Now therefore this Indenture made this 26th day of February 1857. Witnesseth, that the said E. F. Murfee and Josephine his wife for and in consideration of the premises and the further consideration of \$1000 dollars to them in hand paid by the said Trustees, the receipt whereof is hereby acknowledged have granted bargained and sold and do hereby grant bargain... sell, assign... transfer and convey unto the said John R. Chambliss and Richard H. Baker Jr. and their assigns forever, all the estate both real personal and mixed to which the said E. F. Murfee is entitled under the will of his father Simon Murfee deceased whether as devisee legatee. or otherwise and all his right title interest and demand whatsoever in town out of the estate of said Simon Murfee consisting of lands, slaves, crops, farming utensils stock &c. lying and being in the County of Southampton which estate is still unsettled but will probably be closed during the present year, and the property above mentioned then surrendered & delivered to the said Trustees To have and to hold the said property to them the said J. R. Chambliss and R. H. Baker Jr. and their assigns forever (Subject however to a previous deed of trust executed by the said E. F. Murfee and wife to the same trustees on the 2^d day of May 1856 and duly recorded. Upon Trust nevertheless to secure to the creditors above mentioned the payment of their respective claims: And if the said E. F. Murfee shall fail to pay the said debts at or by the time when the estate of said Simon Murfee is settled then and in that event the said Trustees shall as soon thereafter as they may be required so to do by the said creditors or either of them sell the property hereby conveyed in the manner prescribed by law and upon such terms as they may deem best and out of the proceeds of the sales they shall pay first all costs charges and expenses of this trust and of said sale, next they shall pay the debts above mentioned or such of them as may then remain unpaid and the balance they shall pay over to the said E. F. Murfee his Executors administrators or assigns. And if the said property or its proceeds be insufficient to pay all the debts above mentioned, then the debts first above mentioned to William Murfee of \$700. and \$200 shall be first paid in full and the residue of the said debts pro rata, but this preference given to the said William Murfee is upon the express condition that he surrender and deliver up to the said trustees within thirty days after the recordation of this deed any other conveyance by bill of sale or otherwise which he now holds as collateral security for the said debts and upon his failure to do so all provision made for him hereby shall cease and determine.

It is further covenanted and agreed that in the event of a sale under this deed the said trustees shall be entitled to a commission of 5 per cent for their services to be deducted as part of the expenses of the trust. And the said E. F. Murfee warrants generally the title to the property hereby conveyed. Witness the following signatures and seals the day and date first above written.

Signed Sealed & delivered
in presence of }

E. F. Murfee

(Seal)

(Seal)

(Seal)

(Seal)

County of Norfolk State of Virginia.

I Leopold C. P. Corper Notary Public for the County and State aforesaid do certify that E. F. Murfee whose name is signed to the writing above bearing date on the 26th day of February 1857 has acknowledged the same before me in the County aforesaid. Given under my hand this 5th day of March 1857.

Leopold C. P. Corper

Notary Public.

Southampton County. In the Clerks Office the 6th day of March 1857.

This deed of Trust was presented and together with the certificate of the acknowledgment of E. F. Murfee grantor thereof and thereupon admitted to record.

Teste

L. R. Edwards Clk

Copy

Teste

L. R. Edwards Clk

This deed made this fifteenth day of June 1857 between E. F. Murfee of the one part and John R. Chambliss Trustee of the other part Witnesseth that the said E. F. Murfee doth grant with general warranty unto the said Trustee the following real and personal property that is to say: all his the said grantors right title and interest in and to the property which he got or has title to by the will of his Father the late Simon Murfee of the County of Southampton in the State of Virginia, also the growing crop of every kind and description now upon his farm or farms in the said County of Southampton subject to two other deeds of Trust given upon the same right title and interest. In Trust to secure the loan and faithful ^{payment} of a bond under seal for three hundred dollars given to Tho. B. Leath of even date herewith with all interest which may accrue thereon Witness the following signatures and seals this the day and date first above written

E. F. Murfee (Seal)

State of Virginia. Norfolk County to wit

I Leopold C. P. Cooper a Notary

Public within and for the County of Norfolk in the State of Virginia, do certify that E. F. Murfee whose names are signed to the writing above bearing date on the fifteenth day of June 1857 personally appeared before me in the County aforesaid and acknowledged the said writing to be his act and deed, hand and seal and desired that the same should be certified to the Clerk of the County Court of Southampton in the State of Virginia in order that the said writing or deed might be recorded according to law. Given under my hand this 15th day of June A. D. 1857.

Leopold C. P. Cooper
Notary Public

Southampton County. In the Clerks Office the 16th day of June 1857.

This deed of Trust was presented and together with the certificate of the acknowledgment of Edward F. Murfee the grantor therein was thereupon admitted to record.

Teste.

L. R. Edwards Clk

Copy

Teste.

L. R. Edwards Clk

This Deed made this first day of August 1857 Between Edward F. Murfee of the one part and Leopold C. P. Cooper Trustee of the other part Witnesseth that the said Edward F. Murfee doth grant with general warranty unto the said Cooper his heirs and assigns all his the said Murfee right title and interest in and to his fathers estate the late Simon Murfee dec'd both real and personal. In trust to secure the true and faithful payment to John D. Wland of a negotiable note for Two hundred and sixty dollars payable at the Office of Discount and Deposits of the Bank of Virginia in Portsmouth dated the 1 day of August 1857. at sixty days after date and all interest which may become due and payable on said note. Witness the following signatures and seals this the day and date above written.

E. F. Murfee (Seal)
Leopold C. P. Cooper (Seal)
Trustee

Norfolk County to wit.

I J. S. Stubbs a Notary public within and for the County of Norfolk in the State of Virginia do certify that Edward F. Murfee whose name is signed to the writing above bearing date on the 1 day of August 1857. personally appeared before me in the County aforesaid and acknowledged the same to be his act and deed heard and said Given under my hand this 1. day of August 1857.

J. S. Stubbs
Notary Public

Southampton County In the Clerks Office the 4th day of August 1857.

This deed of trust from E. F. Murfee to Leopold C. P. Cooper was presented and together with the certificate of the acknowledgment of the said Murfee was thereupon admitted to record.

Teste.

JR Edwards 66

Attest

Teste.

JR Edwards 66

This Deed made this 18th day of September in the year of our Lord One thousand eight hundred and fifty seven Between Edward F. Murfee of the County of Southampton State of Virginia, of the first part and Littleton R. Edwards of the same County and State of the other part Witnesseth that the said Edward F. Murfee doth grant with general warranty unto the said Littleton R. Edwards all his the said Murfee's interest right, title, claim, and demand whatsoever whether in possession, reversion or remainder in law or equity in to or out of the Estate of Simon Murfee deceased (father of the said Edward F. Murfee) real personal or mixed, whether as devise, legatee, heir at law or distributed or otherwise. In trust to secure the payment of the sum of four hundred & thirty eight dollars & fifty one cents with interest thereon from the 31st day of December 1857 payable on the 1st day of January 1858 to Winchester Watts and Arthur Emerson of the Town of Portsmouth, County of Norfolk and State of Virginia.

Witness the following signatures & Seals.

E. F. Murfee (Seal)
(Seal)

Southampton County In the Clerk's Office the 21st day of September 1857.

This deed of trust was acknowledged by E. F. Murfee a party thereto and was thereupon admitted to record

Teste.

L. R. Edwards & Co

Attest

Teste. L. R. Edwards & Co

This Indenture made this 7th day of October 1857 between Edward F. Murfee and Josephine his wife of the first part and James W. Murfee, Richard Barrett and Willis W. Lawrence of the second part. Witnesseth, that the said E. F. Murfee and Josephine his wife for and in consideration of the sum of three hundred dollars to them in hand paid paid by the said parties of the second part, that is to say, one hundred dollars by each of said parties, the receipt whereof is hereby acknowledged, have granted, bargained and sold and do hereby grant, bargain and sell unto the said James W. Murfee, Richard Barrett and Willis W. Lawrence their heirs and assigns forever with general warranty the following property to-wit. a certain tract of land in the county of Southampton which was devised to the said E. F. Murfee by the will of his father Simon Murfee dec^d as therein described: also all his the said E. F. Murfee's interest under the ^{said} will in the said slaves and other personal property of the said Simon Murfee deceased and all right, title, interest, claims and demands whatsoever into or out of the estate of the said Simon Murfee deceased in law or equity whether as distributee, legatee, heir at law or devisee of the said Simon Murfee dec^d or otherwise: also all and singular his the said E. F. Murfee's household, furniture in the dwelling house on said farm: also his interest in the crops and crops of every kind for this year, and also the interest of them the said E. F. Murfee and Josephine his wife in the real estate of the late Joseph Barnes deceased which was assigned to his widow Susan B. Barnes as her dower, and is now held by her for life. To have and to hold all and singular the property hereby conveyed unto them the said James W. Murfee, Richard Barrett, and Willis W. Lawrence their heirs and assigns forever Subject however to the following liens thereon by deed of trust. Viz. A deed of trust to Richard B. Bates Jr. and John R. Chambliss as trustees bearing date the 2^d day of May 1856 and duly recorded, a deed of trust to the same parties as trustees bearing date on the day of 1857 and recorded on the 6th March 1857. a deed of trust to J. R. Chambliss as trustee recorded on the 16th June 1857. a deed of trust to L. C. R. Compas trustee recorded on the 4th August 1857 - and a deed of trust to L. R. Edwards as trustee recorded on the 21st September 1857.

Witness the following signatures and seals this 7th day of October 1857.

E. F. Murfee (seal)
Josephine C. Murfee (seal)

County of Norfolk. Town of Portsmouth to wit

I Jas. F. Crocker a Notary Public
for the County aforesaid, do certify that E. F. Murfee whose name is signed to the writing
above bearing date on the 7th day of October 1857 - as acknowledged the same before me
in the County aforesaid. Given under my hand this 7th October 1857.
Jas F. Crocker Notary Public

County of Norfolk. Town of Portsmouth to wit.

I Jas. F. Crocker a Notary
Public, do certify that E. F. Murfee and Josephine his wife, whose names are signed
to the writing above bearing date on the 7th day of October 1857 personally appeared
before me in the town and County aforesaid and the said Josephine wife of the said
E. F. Murfee being examined by me privately and apart from her husband and having
the writing aforesaid fully explained to her, she the said Josephine 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 7th day of October 1857.

Jas. F. Crocker Notary Public.

Southampton County In the Clerk's Office the 9th day of October 1857.

This deed of bargain and sale was presented and together with the certificates of the
acknowledgment of E. F. Murfee a party thereto and of the private examination and
acknowledgment of Josephine Murfee his wife also a party thereto was thereupon admitted
to record.

Teste

L. R. Edwards

Attest

Teste

L. R. Edwards

, 6.

176 f

This Indenture made and entered into this 2^d day of May A.D. one thousand eight hundred and fifty six between Edward F. Murfee and Josephine C his wife of the first part, J. R. Chambliss & R. H. Baker Jr. who are mutually chosen Trustees of the second part and James W. Murfee, Eliza A. Oliver, Willis W. Lawrence and Ann his wife, Jacob Lenow and Narcissa his wife and Richard Barrett and Mary R his wife, the said James W. Murfee, Eliza Oliver, Ann W. Lawrence, Narcissa Lenow and Mary R. Barrett being the children of Simon Murfee deceased, of the third part. Whereas the said Simon Murfee departed this life on the 9th day of April 1856 having duly made and published his last Will and Testament bearing date on the 18th day of March 1855 and admitted to probat before the Circuit Court of Southampton County by which he devises and bequeaths to the said Edward F. Murfee a large portion of his estate real and personal. And whereas the said Simon Murfee during his life time did at various times pay for and on account of the indebtedness of the said Edward F. Murfee divers large sums of money, all of which the said Edward F. Murfee admits and acknowledges, for which payments and advancements, the said Edward F. Murfee might be called upon and required to refund or pay to the said parties of the third part their respective proportions under the residuary clause of the said will. And the said Edward F. Murfee knowing it to be right and just and being willing to pay to each of the said parties of the third part such sum as they are entitled to demand and receive from him in the premises, which has this day been fixed and agreed upon between them at the sum of One thousand dollars⁵⁰ each of said parties for which the said Edward F. Murfee has executed to the said James W. Murfee, Eliza A. Oliver, Willis W. Lawrence, Jacob Lenow and Richard Barrett respectively his bonds bearing even date herewith, and payable on the first day of January 1857 with interest from date, each for the sum of One thousand dollars aforesaid, the payment of which said several sums of money, and all interest that may accrue thereon the said E. F. Murfee is willing and desirous to secure.

Now therefore this Indenture Witnesseth that the said Edward F. Murfee and Josephine C. Murfee his wife, for and in consideration of five dollars to them in hand paid by the said Chambliss and Baker trustees, the receipt whereof is hereby acknowledged have and do hereby grant, bargain, sell, assign, transfer and convey unto the said Chambliss and Baker their heirs and assigns forever all their the said Edward F. Murfee & Josephine C. his wife's interest, right, title, claim and

demanded whatsoever whether in possession, reversion or remainder in law or equity in, to, or out of the estate of the said Simon Murfee deceased, real, personal or mixed whether as devisee, legatee, heirs at law or distributees or otherwise: To have and to hold the same unto him the said Trustees their heirs and assigns forever. Upon trust Nevertheless to secure and pay to the said parties of the third part the several bonds above described with all interest that may accrue thereon and to secure the payment of any other sum or sums of money for which the Estate of said Simon Murfee may be liable, if any, for or on account of the said Edward F. Murfee. And upon default being made by the said Edward F. Murfee in the payment of the debts hereby intended to be secured or either of them the said trustees are hereby ^{fully} authorized and empowered to proceed to sell the property hereby conveyed, and to execute this trust in the manner prescribed by law. And it is further understood and covenanted by and between the parties hereto that upon the payment by the said Edward F. Murfee of the bonds above mentioned and of any and all debts for which the estate of Simon Murfee deceased may be liable for and on account of him the said E. F. Murfee, he the said E. F. Murfee is to be and shall stand fully released and discharged from all liability to the said estate, for monies paid for and advanced to him by the said Simon Murfee during his lifetime. In Witness whereof the parties have hereto set their hands and seals the day and year first above written.

Signed sealed & delivered
in presence of }
Emily Barnes

E. F. Murfee	(Seal)
J. C. Murfee	(Seal)
J. R. Chambers	(Seal)
R. A. Baker Jr.	(Seal)
Jas. W. Murfee	(Seal)
Eliza A. Oliver	(Seal)
Willis W. Lawrence	(Seal)
Jacob Lenox	(Seal)
Rich ^d . Barrett	(Seal)

Southampton County In the Clerks Office the 2^d day of May 1856
This deed of Trust was acknowledged by E. F. Murfee a party thereto, and in the said Office on the 5th day of May 1856 Josephine C. Murfee the wife of the said E. F. Murfee, personally appeared before me, the Clerk, and being examined by me privately and apart from

her husband and having the said deed fully explained to her she the said Josephine C. acknowledged the same to be her act and declared that she had executed it willingly and does not wish to retract it. And in said Office on the 6th day of May 1856 the said deed was acknowledged by James W. Murfee, Eliza A. Oliver, Willis W. Lawrence, Jacob Lenox and Richard Barrett parties thereto and thereupon admitted to Record.

Teste

J. R. Edwards Clk

a Copy

Teste J. R. Edwards Clk

- B -

In the name of God. Amen. I Simon Murfee do make and publish the following as my last Will and Testament.

First. I give to my beloved wife the sum of five hundred dollars to her and her heirs forever to be paid to her immediately after my death.

Second. I leave to my wife and my son Edward F. Murfee jointly, to remain together and undivided during the life of my wife the following property - all my land lying on the North side of the road leading from Jerusalem to South Quay - Slaves Stansel, Elisha Patterson, Harriet, Milly Phoebe, and Mary - 2 horses (called Bob & Jany Lind), carriage & harness - 2 yokes of Oxen, all my sheep, 6 choice cows, 30 choice hogs, 50 Barrells of Corn, 2000 lbs. blade fodder, all the oat crop of the present year, Bacon enough to serve her family one year - 2 teams complete of choice ploughs & gearing, Saw Mill & Corn Sheller and all my household & kitchen furniture of every description.

Thirdly. After the death of my wife, I give and bequeath unto my son Edward F. Murfee all the land and other property located in the foregoing clause, except the slaves and them. I dispose of in the following manner. Mary and Harriet I give to my son Edward, and the other slaves mentioned in the said second clause to be equally divided between my children James, Mary, Eliza, Ann W and Narcissa.

Fourthly. I give and bequeath to my daughter Mary, the lot of land at Frankton, and Rosetta & child Narcissa, to her and her heirs forever.

Fifthly. I give and bequeath to my son James, the following slaves, Anthony, Fanny, and Mial, also a small tract of land called Cobbs or Vaughans old place, containing about 60 acres to him and his heirs forever.

Sixthly. I give to my daughter Eliza, a negro man named Henderson to her & her heirs forever.

Seventhly. I give to my son Edward a negro man named Stephen and an infirm negro named Elias to him and his heirs forever.

Eighth. I give to my daughter Narcissa negroes Nanny and her child Pompey to her & her heirs forever.

Ninth. I give to my daughter Ann, negroes Mariah and her child Jacob, to her and her heirs forever.

Tenth. I give to my daughter in law Josephine Murfee, all the interest which I own in the estate of her deceased father Joseph Barnes and which I bought of

Edward F. Murfee to her and her heirs forever

Eleventh. I give all my books of every description to be equally divided between my sons James and Edward.

I direct that the lands and other property not herein before disposed of be sold by my Executors and the proceeds together with all the moneys on hand and due to me be equally divided between all my children. I appoint James W. Murfee my Executor.

It has been my anxious desire, in this will to do right, and I invoke my wife & children to be satisfied with what I have done. If any of the female slaves, mentioned in this will should have any children, between this time and my death, I wish such children, to pass with their mothers.

In testimony whereof I have hereunto set my hand & Seal this 18th day of March 1855.

Signed, Sealed and acknowledged
before us, at the request of the testator
and in his presence & in the presence of
each other.

E. Murfee (Seal)

W. A. Massenburg

Jos. R. Chambliss

Rich. H. Baker jr

At a Circuit Court held for the County of Southampton the 2^d day of May 1856.

The last will and testament of Simon Murfee dec^d was this day produced to the Court and proved by the oaths of John R. Chambliss and W. A. Massenburg two of the subscribing witnesses thereto and thereupon ^{ordered to be} admitted to record and on the motion of James W. Murfee the executor therein named who made oath and together with Allen Edwards, Willis W. Lawrence and Edward C. Crumpler his securities (who justified on oath as to their sufficiency) entered into and acknowledged a bond in the penalty of twenty eight thousand dollars conditioned according to law. Certificate is granted him for obtaining a probat of the said will in due form.

Teste

J. R. Edwards Clk

Attesty

Teste

J. R. Edwards Clk

1A,

56f.

Munfer
n by proportion
Munfer

of E F Munfer

Ex "A"

I propose to give up all my interest
in the land lying on ^{with side of the} the "road"
leading from Misses Depot to Frank
lin also in the other land and
chattel estate left to be sold under
the will, or I will give the heirs
each a a thousand dollars, &
secure it by a deed of Trust
on all my property E. J. Mueser

We the undersigned accept the ~~last~~
of the above propositions of one
thousand dollars to each ~~of the~~ ^{the} ~~children~~ ^{children}
and binds this 21st day of April 1858

Witness

William H. Dolden

J. W. Mueser

E. A. Oliver for R. Barnett

Willis W. Lawrence

Jacob Simon

Richd. Barnett

Munfer. Lyria

with  Contrast

Munfer. 1843

Copy

E. B.

7
Know all men by these presents that I Lydia Murphy
widow of Elder Simon Murphy dec'd do hereby bargain
and sell, enfeoff and confirm unto James W. Murphy
Richd Barrett and Willis W. Lawrence their heirs and
assigns forever all my right title and interests, both
real and personal, in the estate of my dec'd Husband;
excepting only my legacy of five hundred dollars,
for and in consideration of the sum of two hundred
dollars payable annually on the 25th of December. The
first payment to be made on the 25th of December
A. D. 1857, and so on during my natural life;
or one hundred and fifty dollars payable as above and
servant Harriet during my natural life if to be hired
for the difference, for the faithful performance of
the above obligation and the full payment of the
same we bind ourselves, our joint and several heirs,
Witness our hands and seals this 3rd day of December
A. D. 1856

Witness
Mr. W. Vaughan
H. C. Wells
Mr. C. Lawrence

her
Lydia x Murphy Seal
mark
James W. Murphy Seal
Richd Barrett Seal
Willis W. Lawrence Seal

Bel Mr. Baker please excuse me for not sending this sooner
we have had considerable excitement here about the change of Deposits
so that it slipped my memory entirely until today, yours truly, R. Birrell

Murphy & Co
To $\frac{1}{3}$ Agreement
Murphy Estate

A. Refused
to increase examination
Dec 11 of Jacob
L. Snow
D. H. Hillman P.

The Undersigned widow, devisees, and lega-
tees of Simon Mumper deceased, her by consent
and agree, in consideration of the bonds
and deed of trust this day Executed to
us by E. F. Mumper, that James M. Mumper
Executor of Simon Mumper deceased may
cancel and surrender to the said E. F. Mumper,
the claims held by the estate of the
said Simon Mumper against him the said
E. F. Mumper, amounting to about the sum of
\$5000, releasing the said E. F. Mumper from
the payment of the same -
And we further stipulate, covenant and
agree to save harmless, and indemnify the
the said Executor against all responsibility
and loss by reason of his so doing:

Witness our hands this 25th day of May 1856

Teste

~~~~~

Lydia <sup>his</sup> Mumper  
Eliza, D. Oliver

Wm. W. Lawrence  
Jacob Snook  
Richd. Barnett



affiliated to the Baptist Church, 1801. The first of the 18th century  
was a small building of wood, which had a steeply pitched roof, and was  
situated on a hillside. It was built by the first settlers, and was  
the first place of worship in the colony. It was built of wood, and  
was a simple building, with a steeply pitched roof, and was  
situated on a hillside. It was built by the first settlers, and was  
the first place of worship in the colony.

Murphy  
~ } Rough Record  
Murphy Cox D

The first of the 18th century was a small building of wood, which had a steeply pitched roof, and was situated on a hillside. It was built by the first settlers, and was the first place of worship in the colony. It was built of wood, and was a simple building, with a steeply pitched roof, and was situated on a hillside. It was built by the first settlers, and was the first place of worship in the colony.

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They, at the Court-house of Southampton County before the Judge of the Circuit Court of the said County Friday the eleventh day of November in the year One thousand eight hundred and fifty nine.

Be it remembered, that hereafter, to wit, on the 20<sup>th</sup> day of January 1858, Edward F. Murfee by his Counsel sent out of the Clerk's Office of the Circuit Court of Southampton County a Summons and Return against James W. Murfee in his own right and as Executor of Simon Murfee dec'd. Willis W. Lawrence & Ann his wife, Richard Barrett & Mary his wife, Jacob Lemon & Parcipa his wife, Eliya Oliver, John R. Chambliss, Richard H. Baker Jr & Lydia Murfee, which Summons with the return thereon made is in the words and figures following, to wit:

(here insert Summons & Return)

And at another day, to wit: At Rules held in the Clerk's Office of the said County on the first Monday in March 1858, Came the plaintiff by his Counsel and filed his bill in the following words and figures to wit: -

(here insert Bill & Exhibits)

~~They, at the Court-house of Southampton County before the Judge of the Circuit Court of the said County on Friday the eleventh day of November in the year One thousand eight hundred and fifty nine.~~

~~Be it remembered, that hereafter, to wit, on the~~  
And the defendant James W. Murfee in his own right and as Executor of Simon Murfee dec'd against Murfee, Willis Lawrence, and Ann his wife, Richard Barrett, and Mary his wife, Jacob Lemon and Parcipa his wife (Eliya Oliver having been served with process and not appearing, on the motion of the plaintiff his Counsel it was ordered that his bill be taken for confessed as to those defendants, unless they should appear and plead, answer or demur to the bill at the time next next rule - and the defendant John R. Chambliss and Richard H. Baker Jr, not having been served with process and they not appearing, other Summons were awarded against those defendants returnable to the next Rules.

The process were issued in the words and figures following to wit:

(Here insert Summons & Return)



At which day to wit: At Rules held in the Office of the said Court on the first Monday in April 1858. came the plaintiff by his Counsel and the Defendants James W. Murfee in his own right and as Executor of Simon Murfee, decd. Lydia Murfee, Willis Lawrence and Ann his wife, Richard Barrett and Mary his wife, Jacob Lenoir and Marcia his wife and Eliza Oliver still failing to appear and plead, answer or demur to the plaintiffs bill on the motion of the plaintiff his bill was taken for confessed as to those Defendants, and the defendants Chambliss and Baker having been <sup>served</sup> with the process awarded against them at the last Rules and they failing to appear it was ordered that the bill of the plaintiff be taken for confessed as to the said defendants Chambliss and Baker unless they should appear and plead, answer or demur to the said bill ~~within~~ the then next Rules.

At which day to wit: At Rules held in the Office of the said Court on the first Monday in April 1858, the said defendants Chambliss and Baker still failing to appear and plead answer or demur to the plaintiffs bill on the motion of the plaintiff by Counsel his said bill is taken for confessed as to those defendants and the Cause was set for hearing.

And at another day to wit: At a Circuit Court held for the County aforesaid on the 11<sup>th</sup> day of May 1859, the Defendants James W. Murfee in his own right and as Executor of Simon Murfee decd, Willis W. Lawrence and Ann his wife, Richard Barrett and Mary his wife, Eliza Oliver & Lydia Murfee by leave of the Court this day filed their answers to the plaintiffs bill.

Which answers are in the following words to wit:

(Here insert the answers)

And the plaintiff replied generally thereto.

And at another day to wit: At a Circuit Court held for the said County on the eighth day of November 1858, The defendants by their attorney suggesting that the Plaintiff is not a resident of this State and that security is required of him, it is therefore ordered that this suit be dismissed, unless security for the payment of such costs and damages as may be awarded to the defendants, and also of the fees which will become due to the Officers of this Court, be given with the bill within sixty days from this time.

Afterwards, to wit: on the 21<sup>st</sup> day of March 1859, it being suggested by the plaintiff that the Defendant Lydia Murfee had died <sup>was</sup> ~~was~~ of Sire Farias was send out of the office aforesaid to serve this suit against James W. Murfee administrator of the said Lydia Murfee decd, which writ with the return thereon made is in the words and figures following. To wit: -

here insert writ

The following is a copy of the bond given by the plaintiff under the order made in this cause on the 8<sup>th</sup> day of November 1859 -

here insert bond

And now at this day to wit: At a Circuit Court held for the County aforesaid on the day and year first herein aforesaid to wit: on Friday the eleventh day of November in the year one thousand eight hundred fifty nine - This cause came on 1<sup>st</sup> (here insert decree)

Plffs Costs \$88.75

Dfts . 57.74

The following is a copy of the Examination of witnesses filed in this cause.

Plffs Evidence

Dfts Evidence

Costs for this transcript of the record \$21.21 et:

Murphy  
2 } Bond Bets for Costs.

Murphy Exr &c

Know all men by these presents that we Edward F. Murfee

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Three hundred Dollars

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 this 15<sup>th</sup> day of April 1859

The condition of the above obligation is such that whereas in a suit in Chancery depending in the Circuit Court of Southampton County between Edward F. Murfee Plaintiff and James W. Murfee in his own right & as Executor of Simon Murfee dec<sup>d</sup>. Lydia Murfee. Willis Lawrence & Ann his wife Richard Barrett & Mary his wife. Jacob Lenoir & Narcissa his wife Eliza Oliver. John R. Chambliss & Richard H. Baker Jr. Defendants. it being suggested by the Defendants that the plaintiff is not a resident of the State and that security is required of him. Now if the above bound Edward F. Murfee ——— shall well and truly pay all such costs and damages as may be awarded to the Defendants or either of them in said suit, and if the said Edward Murfee shall also pay all fees due or to become due from the Plaintiff to the officers of the said Court, in said suit, then the above obligation to be void or else to remain in full force and virtue.

E. F. Murfee

Harrison Joiner

(Seal)

(Seal)



Murfee

v. } Sups bond

Murfee

Know all men by these presents that we Edward F. Murfee

are held and firmly bound unto James W. Murfee in his own right and as executor of Simon Murfee dec<sup>d</sup>. Willis W. Lawrence and Ann his wife, Richard Barrett and Mary his wife, Jacob Lenox and Nareisa his wife, Eliza Oliver, John R. Chambliss, Richard H. Baker Jr. and Lydia Murfee in the just and full sum of Four hundred dollars - 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 this                      day of  
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The condition of the above obligation is such that whereas the above bound Edward F. Murfee hath sued out of the Supreme Court of appeals at Richmond a writ of Superseas to a decree of the Circuit Court of Southampton County pronounced on the eleventh day of November 1859 in a suit in which the said Edward F. Murfee was plaintiff and James W. Murfee in his own right and as executor of Simon Murfee dec<sup>d</sup>. Willis W. Lawrence and Ann his wife, Richard Barrett and Mary his wife, Jacob Lenox and Nareisa his wife, Eliza Oliver, John R. Chambliss, Richard H. Baker Jr. & Lydia Murfee Defendants. Now if the said Edward F. Murfee shall perform and satisfy the decree aforesaid of the Circuit Court of Southampton County in case the same be affirmed or the writ of Superseas be dismissed and also pay all damages, costs and fees, which may be awarded against or incurred by him then the above obligation to be void or else to remain in full force and virtue.

Witness.

(Seal)

(Seal)

(Seal)