

L863-009

SOUTHAMPTON COUNTY
CHANCERY PAPERS

KINDRED

VS. HENDERSON et al

5/1863

other SURNames: Briggs

Kindred & Billie
^{is}
Henderson & Co

1863. May. Deceit as filed

To the worshipful Court & County of Southampton County
In Chancery

Humbly complaining sheweth unto your worshipps
your Orator John Henderson that about the day of
18 he sold & conveyed by deed of bargain
& sale a house & lot in the Town of Germantown in the
said County known as the Kello House to Boliver
T Henderson for the sum of \$1000 and that on the same
day the said Henderson executed his bond for the
said purchase money & also a deed of trust conveying
the said house & lot to Wm B Briggs in trust to
secure the payment of the said bond - That there is
now due & unpaid on the said bond about the sum
of \$700 - That the aforesaid deed & deed of trust are
now of record in the Clerk's Office of this County and
copies would be here exhibited but for the fact
that the records of the County have been removed to
a distant place for safety from an invasion of
the public enemy - That said Henderson died intestate
leaving a widow Nora & two infant children
Mena & Anna Henderson and that the said widow
qualified as his administratrix according to law
at the April Term of this Court 1863 - That the
said widow has no right of dower in the said house
& lot but is only interested in the equity of redemption
That the said Henderson left no personal estate and
the said house & lot is the only property out of which
your Orator can hope to be paid - That the said property

is every day depreciating in value and that it would be to the interest of all parties that it should be sold as soon as possible but that in consequence of the act of the General Assembly usually known as the Slav Law such sale cannot be made without the order of the Court. That the Court parties all consent to the sale.

In tender consideration of all which & in as much as your Honor is without remedy in the premises except in this worshipful Court to the end therefore that justice may be done he prays that Nosa Henderson in her own right and as administrator of Boliver T Henderson, Wm W Briggs Ellen and Anna Henderson may be made Defendants & this bill and answers the allegations thereof that some fit & proper person may be appointed guardian ad litem to defend the infant Defendants and that this honorable Court will direct the said Wm W Briggs trustee as aforesaid to sell the said House & lot and apply the proceeds as directed by the said Court of Trust and as in duty bound he will ever pray &c

E W Maplebury atty
for Plaintiff

The answer of Nosa Henderson in her own right & as adm^r of Boliver T Henderson and Wm W Briggs to the bill of complaint filed against them &c of John J Keiser - These Defendants saying & answering say that the facts

stated in the bill are true & that they consent to the sale of the said House & lot prayed for in the bill and having answered they pray hence to be dismissed &c

Maplebury for
Def^s

The answer of Ellen & Anna Henderson infants by L N Edwards their guardian ad litem to the bill of complaint filed against them &c by John J Keiser - These Defendants saying & answering &c for answer to the said bill say they believe the facts therein stated are true and being infants they submit their rights to the protection of the Court & pray hence to be dismissed &c

Maplebury for Def^s

Keiser

as

Def^s

Hendersons

L N Edwards is a signed guardian ad litem to the infant Defendants Ellen and Anna Henderson to defend their interest in this suit and therefore the said L N Edwards as such guardian filed his answer to the bill of the Plaintiff and the cause coming on to be heard on the bill the answer of the Defendants Nosa Henderson in her own right and as administrator of Boliver T Henderson, Wm W Briggs and of the said guardian ad litem with general replications thereto was as read by counsel on consideration whereof being of opinion that the interest of the infant Defendants would be promoted thereby the Court doth as aforesaid pass and decree that Wm W Briggs sell the said House & lot in the proceedings

mentioned and pay out the proceeds of such sale in
pursuance of the provisions of the said deed of
trust executed to him by the said Henderson
to secure the debt due the said Plaintiff