1868-015 SOUTHAMPTON COUNTY CHANCERY PAPERS

LITTLE'S EXECUTOR vs. MASSENBURG et al

1/1868

other surnames: Gurley

579

Riddick Ex Parte

vs

Masenburg &c

1868. Jany Bill & ans & decree as filed

To the worshipful County Court of Southampton County

Your Petitioner Abram Riddick Exr of Thos Lillie dec'd respectfully represents that he has made an agreement with E W Massenburg & John W Sunley to compromise a liability due from them to the said Petitioner which is herewith filed marked (A) and prayed to be taken as a part of this petition - In consideration of which he prays that the said E W Massenburg & John W Sunley may be made to answer this petition, and that the said compromise may be ratified & approved by your worships &c

The answer of E W Massenburg & John W Sunley to the petition of Abram Riddick Exr of Thos Lillie dec'd

These defts answering say that the facts stated in the bill are true and that they with the complt ~~[illegible]~~ ratified

Massenburg
for defts

Abram Riddick Exr of Thos Lillie
vs.
E W Massenburg & John W Sunley

This day this cause came on to be heard by consent on the petition answer & exhibits and was argued by counsel on con-

sideration whereby the court doth adjudge and
decree that the compromise mentioned in the
petition be ratified & approved

Etc

(A)

This agreement made this 19th day of August 1867 between Abram Nisbet Esqr of Thos Tillis of the one part and E W Massenburg & Jno W Sunley of the other part, witnesseth that whereas the said E W Massenburg & Jno W Sunley are bound as sureties on a bail execution by one Jno M Sunley in the penalty of $4000 conditioned according to law the object of which bail was to take the benefit of a supersedeas from the Supreme Court to a judgment of the Circuit Court for the County of Southampton in the case of Tillis Exr against Jno M Sunley and whereas the said sureties were secured by a deed of trust executed by the said Jno M Sunley on the 21st day of Feb. 1859 conveying certain tracts of land and other property to L H Edwards trustee for that purpose, and whereas the judgment of the said Circuit Court was affirmed whereby the said Jno M Sunley E W Massenburg & Jno W Sunley became liable to pay the amount thereof about $3300 - and whereas a considerable part of the property conveyed by the said deed has been destroyed by the war & the sale of the remainder injured by the stay law, Now it is agreed that if the said E W Massenburg & Jno W Sunley will so provide that the property now remaining conveyed by the said deed shall be sold on or before the 1st day January 1868 & shall realize fifty per cent of the amount due on said judgment then that the said Nisbet Exr as aforesaid will release the said E W Massenburg & Jno W Sunley from further liability on account of said surety ship and it is further agreed

that the said Riddick as Exr as aforesaid shall be entitled to the moneys & sales one fifth part — Given under our hands & seals the day & year above written

E W Mapsenburg
Jno W Sunley
John R Kelly atty
for A. Riddick to be appended
by said Riddick

This agreement made this 19th May & Augt 1867 between John W Sunley & the first part and E W Mapsenburg & John W Sunley & the second part witnesseth that in consideration & the compromise agreement this day made between Abram Riddick Exr & Thos Little, and the said E W Mapsenburg & John W Sunley and the further consideration that the said parties & the second part stop all proceedings against Richard S Lick & the Messrs Headley for Newspaper that the said Jno W Sunley hereby waives all benefits & the stay laws now in force and any other stay laws hereafter to be enacted in relation to the sale & the property conveyed by Exrs on the 21st & Feb. 1867 to L N Edwards trustee to secure the said E W Mapsenburg & Jno W Sunley from loss therein mentioned and that the said Jno W Sunley hereby directs & empowers the said L N Edwards to sell the property conveyed by said deed whenever directed by E W Mapsenburg or Jno W Sunley — Witness the following signatures & seals

Jno. W. Sunley
E W Mapsenburg
Jno. W. Sunley