1873 - 13 Southampton County - Chancery Musselburg, Edward & ats Headley, Edward et als

"Appointment of Receiver"
Sale of Lands to
settle debts

Headley + Bizzard
Edward Headley
Salmon Bickford
Geo W Pate
Walter I Blunt

Massenburg

re } Papers

Hedley & Bickford &c

Mapenburg
v
Headly &c

Bill

1861 January Rules

12 Stat 74
13 " 60
2 Rob: (Old) 179-183.
Evans v Kingsberry 2 Rand 120

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

In Chancery

Humbly complaining sheweth unto Your Honor Your Orator E W Mapsenburg that on the 28 day of December 1859 George Peete executed a deed conveying to your Orator all his property real and personal including his choses in action in trust to secure the payment of all of his debts in the order therein mentioned a copy of which deed is herewith filed marked A and prayed to be taken as a part of this bill: That the said Peete before the time of making said deed was possessed of and entitled to in fee simple a certain tract of land lying in the County of Southampton containing about forty acres upon which had been erected a very costly and valuable saw mill with all the fixtures and appurtenances necessary to work the same and that he had also purchased from various persons the priviledge of cutting timber from their lands to manufacture at the said mill, and being so possessed and entitled to the said land. mill. fixtures, appurte-

-nances and timber privileges to the said
Peck on the 3d day of May 1859 entered into
a contract selling the same to Edward
Headly and Salmon Bickford trading
as partners under the firm and style
of Headly & Bickford for the sum of
ten thousand dollars for which they
executed to him five notes of Two
Thousand each bearing interest from
June 1st 1859 and payable in one, two,
three, four, and five years, the said
Headly & Bickford agreeing that one
half of all the money arising from
the sale of shingles and lumber manu-
factured by them at the said Mill
should be paid to the said Peck to be
credited on the said notes until they
were paid - That it was further agreed
by the said Headly & Bickford with the
said Peck that they might deliver to
him a certain quantity of timber
of a quality therein mentioned at a
price therein fixed on or before the
expiration of that year which price
of so much as they might deliver
should be credited on the said notes,
and that they the said Headly & Bickford
should further be permitted to deliver be-
-fore the expiration of two years to the said
Peck certain other timber of a quality
and at a price therein fixed in a suf-
ficient quantity to liquidate the said
notes, and that if the said Headly and
Bickford preferred it they might
consign to the said Peck any quantity
of a certain description of timber there
in mentioned until the said notes were
paid, the said Peck to sell the same
for the best price to be obtained and
after deducting a certain amount for
his services in receiving & forwarding
to apply one half the balance to the
credit of the said notes and to pay over
the other half to the said Headly and
Bickford - That it was further agreed
that the said Headly & Bickford should
not remove from the mill any of the
property or machinery pertaining to
the same as that might be thereafter
placed there and that they should keep
the same insured for the sum of
three Thousand Dollars: and that it
was mutually agreed in as much
as the said Peck had on hand a large
quantity of logs, that he should float
them in the boom and that the said

Headly and Bickford should manufacture them into shingles and lumber which should be sold by the said Peete and the proceeds of sale divided into three parts, one part to belong to Peete, one part to be applied to the credit of the aforesaid notes and the other part to be credited on a note for $1100 executed by the said Headly and Bickford for the hire of the negroes of the said Peete for the balance of the year 1859 but that one third part of so much of the said logs as should be manufactured into shingles should be paid to Headly and Bickford in cash. That it was further agreed between the said parties that the title to all the said property should remain in the said Peete until the said Headly and Bickford should have paid Four Thousand Dollars and then that the said Peete should execute to them a a deed in fee taking a deed of trust on the property to secure the payment of the balance then due all of which will fully appear from the said contract which has been recorded in the Clerks office of the County of Southampton herewith filed marked (B) and also from copies of the said notes herewith filed marked

(X) the originals of which will be produced when required — That the said Parties faithfully kept and observed on their parts all the agreements and covenants contained in the said Contract — That since the execution of the said deed of trust from the said Parties to your Orator the said notes have come to the hands of your Orator as a part of the assets of said Parties, and your Orator has in all respects complied with and performed the covenants and agreements in said Contract binding on the said Parties — That your Orator has frequently offered the said Headley and Bickford to receive any shingles or other timber which they might deliver to him and to dispose of the same according to the provisions of the said Contract and for this purpose retained possession of a timber yard and employed the clerk of the said George Parks until the expiration of a year from the date of said Contract at which time he informed the said Headley & Bickford that he had provided other agents in the City of Portsmouth who would receive

and dispos of (according to the contract) any timber which they might pro- and to your Orator or to the said Peck That your Orator has frequently called on the said Headley and Bickford to comply with and perform their obligations as set forth in the said contract and at the same time expressed their determination to make them a good title as soon as they should be complied - That the said Headley and Bickford delivered to the said Peck a small quantity of timber of little value almost all of which cut from logs on hand at the time of the contract the whole amount of the proceeds of which were insufficient to pay the bond for the price of labor, though a part of said proceeds was credited on the said notes of two thousand Dollars each, which will more fully appear from a copy of the account of the said Headley and Bickford herewith filed marked (C) and prayed to be taken as a part of this bill - That with the exception aforesaid the said Headley and Bickford have delivered no timber of any kind to the said Peck or to your Orator and have paid no money on account of the notes for the purchase of the property and for the price of the said negroes and have failed to insure the said mills and have in all respects neglected and refused to comply with their obligations pecuniarily pretending that the said Peck and your Orator could not make them a good title to the said property although they well knew the contrary thereof to be true - That the said Headley and Bickford have frequently offered your Orator to pay him Four Thousand Dollars. One Thousand in cash and three thousand to be secured by mortgage on real estate if he would make them a clear title to the property, which your Orator would willingly do believing it to be to the interest of the creditors of the said Peck in as much as the said Headley and Bickford are not at all reliable, but he is informed that he has no authority to make any deduction from the original contract price of Ten Thousand Dollars which question he submits to the court if it can be done in this form - That Walter T Blunt is the creditor of the said Peck chiefly interested in the

that subject conveyed to your Orator
That the said Headley and Bickford have
been and are now moving off and sell-
ing the property and machinery
appertaining to the said Mill and
are cutting and selling the timber
and instead of applying the proceeds
to the payment of the said notes are
converting it to other uses, and design
as your Orator has cause to believe to cut
all the timber and then to abandon the
said Mill and return to the State of
New York from whence they came
leaving nothing with which to pay
the said notes except the Mill de-
spoiled and worn out in their use and
the said party acres of land - Your
Orator would further show that he has
been informed by the said Headley that
the said Bickford has sold all his
interest in the said Mill and other
property to the said Headley and that
the said Bickford has left the County
of Southampton for some place to your
Orator unknown - That since writing
the above the said Edward Headley has
abandoned the said Mill taking
with him a part thereof called a

shingle machine which he kept
in the City of Portsmouth. That the
said Headly has removed to the State
of New York without any intention of
returning to Virginia and has kept the
said Mill without paid or publication
of any kind subject to be destroyed
by fire at any moment, and in great
danger thereof. In tender consideration
of all which and in as much as your
Orator is without remedy in the premises
except in a Court of Equity where matters of this kind are only cognizable to
the end therefore that justice may be
done he prays that Edward Headly
Salmon Bickford George W Pate and
Walter F Blunt may be made Defendants to this bill and answer the
allegations thereof, that a receiver may
be appointed to take possession of the said
Mill and appurtenances including the
shingle machine and to sell the same
and that the proceeds of sale may be
applied to the part payment of the
said bonds executed by the said Headly
and Bickford, that such judgment may
entered on the said bonds as the nature
of the case may require, and that your

Honor will grant such other and general re-
lief in the premises as Equity may dictate
and as in duty bound he will ever pray &c
May it please the Court &c

Southampton Circuit Court Clerks ~~Office~~ Chambliss & Mapsburg &
~~City of Portsmouth Clerks~~ Office Nov. 9. 1860

This day E W Mapsburg appeared before
me ~~a public~~ Clerk of the said Court and made
oath to the allegations contained in said
bill Given under my hand this 9th
day Nov. 1860

R R Edwards CC

Mapleberry, Hunter

✓ Z and. Bill

Headley Lady

To the Honorable Richard H. Baker, Judge of the Circuit Court of the County of Southampton, humbly complaining, showeth unto your honor, your orator Edward N. Marsenburg.

That on the 21st day of October 1860, your said orator instituted a Chancery suit in the said Court, against Edward Headley, Salmon Bickford, George W. Pitts and Walter F. Blunt. the object of which said suit was, to subject certain Mill property in said County, held by the said Headley & Bickford, to the payment of certain bonds, held by your orator, as the assignee and trustee of the said George W. Pitts, and to that end, to obtain the appointment of a receiver, and a sale of the said property: but no action has yet been taken by the Court in the premises. In addition to the facts set forth in said original bill and the exhibits therewith filed, (Copies of which are filed, and prayed to be taken as part of this Supplemental bill), Your orator further states and shows to your honor. That the said property is in imminent danger of destruction by fire, and of waste and injury from various other causes; that the said Headley & Bickford wholly failed, to effect insurance upon the buildings, which now constitute the most valuable part of the property, and being entirely abandoned by the said Headley and Bickford, are liable to depredations of the most destructive character. That the personal property to wit: the machinery, and implements of various kinds, which are valuable, and not only of a very perishable nature.-(particularly the steam engines), but are also imminently liable to

pillage and rapid depreciation from exposure to the weather, and other causes, and indeed small and valuable parts of the machinery, no doubt soon will be, if they have not already been, stolen and carried away from the premises. And your orator has good reason to fear, and does verily believe that the said ~~machinery will be stolen and carried away or removed by the said Headley and Bickford, or by some agent or emissary of theirs~~ the said property will become almost valueless, unless the Court will interfere by injunction, to prevent the same, and by the appointment of a receiver to take charge of the said property, and sell the same: And your orator prays that the matters and things set forth in his said original bill, and the exhibits thereto filed, may be taken and considered as part of this his amended and supplemental bill, as if the same were herein again repeated, and detailed.

In Tender consideration of all which, and for as much as your orator is without remedy in the premises, save by the interposition of a Court of Chancery where matters of this sort are properly cognizable and alone relievable, to the end therefore he prays that the said Edward Headley, Salmon Bickford, Geo. W. Pute, and Dallas F. Blunt, may be made parties defendant to this bill, and required to answer all and singular the allegations hereof upon oath; that the said Edward Headley and Salmon Bickford, their agents, and all others concerned, may be inhibited and injoined from selling, removing, or otherwise disposing of the machinery, engines, or other personal property upon the said premises until the further order of the Court; That a Receiver may be appointed to take charge of the said property, and sell the same upon such terms as the Court may deem proper; that all necessary accounts may be ordered to be taken, and all other relief both general and special in the premises, such as the nature of the case requires, and Equity and good Conscience shall require, may be granted unto your orator. May it please &c.

Mapenbury & Baker
pq

City of Portsmouth to wit

This day personally appeared before me C. W. Mapenbury the Solr of Geo. W. Pute, party plaintiff in the foregoing bill, and made oath that the facts therein alleged are true, to the best of his knowledge & belief.

Given under my hand this 25th day of January 1864.

C. W. Mapenbury
Notary Public

This Agreement made this the third day of May in the year of our Lord one thousand eight hundred & fifty nine, between George W Peete of the City of Portsmouth in the State of Virginia, of the first part and Edward Hedley of Medina of the County of Orleans in the State of New York and Salmon Bickford of Middleport in the County of Niagara and State of New York of the second part. Witnesseth that whereas the said George W Peete of the first part hath this day sold unto the said Edward Hedley and Salmon Bickford of the second part his entire interest in the property known as the "Nottoway Mill" embracing the lands bought of J. Wells and R Reddick containing (144) forty four acres more or less, all the buildings and improvements situated thereon, the timber privileges bought of J. Wells, Seth H Bishop, Archer Vick, Henry Blow, John W Gurley, Osborn Vick and John Drake, the Wagons, Carry logs and harness, now there, and heretofore used in hawling logs to said mill. all the machinery, and fixtures belonging to the mill except the machinery and fixtures used for manufacturing Rail Road Splice pieces and the logs and manufactured timber on hand: all for the sum of two thousand dollars for which amount the said Edward Hedley and Salmon Bickford have executed five notes, each for the sum of (2.000) two thousand dollars bearing even date with this instrument and bearing interest from the first day of June proximo, payable one, two, three, four and five years. And Whereas the said Edward Hedley and Salmon Bickford have purchased the property herein before described with the view of Manufacturing Shingles and other timber and are desirous of paying the above named notes before their maturity; they the said Edward Hedley and Salmon Bickford herein agree that one half of all the money arising from the sales of Shingles and lumber of every description manufactured at the said mill shall be paid to the said George W Peete, who shall credit the amount on the notes of the said Edward Hedley and Salmon Bickford until every one of the said notes are fully paid off— This Agreement further Witnesseth that the said Edward Hedley and Salmon Bickford may deliver unto the said George W Peete in the City of Portsmouth on or before the expiration of the present year (100.000) One hundred thousand feet board measure cypress weather-board (5/8) five eighths of an inch in thickness and (8) Eight inches in width, to be of prime quality at (25) Twenty five dollars per thousand feet board measure the said Peete to charge the same with (3) three dollars per thousand feet board measure, and credit the balance on the notes of the said Hedley and Bickford: And in like manner and time the said Hedley and

Bickford may deliver unto the said Peete in Portsmouth (100.000) one hundred thousand feet board measure of (2×4) two by four inches Cypress in (16) Sixteen feet lengths of prime quality at (20) twenty Dollars pr. thousand feet board measure, to be charged and credited in like manner: furthermore the said Hedley and Bickford are permitted to deliver unto the said George W Peete in Portsmouth, on or before the expiration of two years from this date a sufficient quantity of first quality Cypress Shingles (7) Seven inches wide (24) twenty four inches long, Sawed and planed as pr. Sample and bundled in packages of (50) fifty each at (2 50/100) twelve dollars and fifty cents per thousand in liquidation the said notes herein before mentioned: or the said Hedley and Bickford may if they prefer consign any number of the above described Shingles to the said George W Peete in Portsmouth until their notes are paid, and the said Peete shall receive, yard, ship and sell the same for the best price he can obtain in the City of Portsmouth or elsewhere: one half of the proceeds of said Sales to be credited to the notes of the said Hedley and Bickford and the other one half to be paid unto the said Hedley and Bickford or their order. And the said Peete for the duties herein undertaken shall receive from the said Hedley and Bickford the sum of (50) fifty Cents pr thousand for all Shingles so received, yarded &c.

This agreement further Witnesseth, that the said Hedley and Bickford are not to remove from the said mill any of the property or machinery now pertaining to the same or that they may hereafter place there without the consent of the said George W Peete: and that they the said Hedley and Bickford shall have the property insured for the sum of (3000) three thousand dollars, all of which amount in case of its destruction shall be either paid to George W Peete and credited on the notes before mentioned or be wholly and judiciously employed employed in reconstructing the mill and machinery. And whereas the said George W Peete hath now on hand a large number of logs it is agreed that the said George W Peete may continue Sawing the same until the expiration of the present month at which time the said Hedley and Bickford may have entire profession of the property: it is further agreed that whatever number of logs may remain on hand at that time, the said Peete shall float into the boom of said mill which the said Hedley and Bickford shall there receive, and manufacture the same at their own expense into Shingles and Lumber which shall be sold by the said Peete and the proceeds of said Sales divide into three parts One part to belong to the said Peete absolutely, one other part to be credited on the notes herein before mentioned and the other one part of the proceeds of Sales of Lumber to be credited to the said Hedley and Bickford on account of labour, but one third part of the proceeds of the Sales of Shingles shall be paid unto the said Hedley and Bickford in cash.

It is further understood and agreed, that the title to all the property herein before described shall remain with George W Peete until the said Hedley and Bickford shall have paid (4.000) Four thousand dollars thereon: at which time the said George W Peete shall execute in fee to the said Hedley and Bickford a full and warranty deed for the same. The said Hedley and Bickford to secure the amount that may be then unpaid by giving to the said George W Peete a deed of Trust or mortgage, conveying every thing that in any wise pertains to the property.

It is further agreed, that if at any future time the said Geo. W Peete should desire to engage in the manufacture of Shingles, the said Hedley and Bickford are to furnish him with a complete machine such as they intend to use at the mill herein before described, with the right to use the same in one County of any State the said Peete may designate provided said County right has not been disposed of for the sum of (1500) Fifteen hundred Dollars.

And the said George W Peete and the said Edward Hedley and Salmon Bickford covenant to and with each other, well and truly to do, keep and perform all and every the several respective promises and agreements herein contained.

In Witness whereof the said George W Peete of the first part and Edward Hedley and Salmon Bickford of the second part have hereunto affixed their hands and seals to duplicates of this instrument (one of which is retained by each of the parties of the first and second parts) in the City of Portsmouth, State of Virginia, on this the day and year first above written.

Geo: W Peete (Seal)
Edward Hedley (Seal)
Salmon Bickford (Seal)

The alterations of "may" for "will" on the second line of the third page and of "unpaid" for "due" on the thirteenth line of the first page, and of "fifteen" for "twelve" on the twenty fourth line of the fifth page, were made in presence of all the parties before the instruments were signed.

The said George W Peete herein agrees to make no demand for any portion of the Sales of shingles and lumber which may be made at the mill for consumption in the

neighbourhood—
Witness.
Geo: L. Nearill
W.F. Blunt.

Geo W Peete
Edward Hedley
Salmon Dickford

In the Clerks Office of the Court of Hustings for the City of Portsmouth on the 3rd day of January 1860.

This deed was proved by the oaths of W.F. Blunt and George L. Nearill the subscribing witnesses thereto—

Teste

Will. H Bingley Dy Clk

Southampton County In the Clerks Office January 16 1860.

This Deed was presented and together with the certificate of its having been proved in the Clerks Office of the Court of Hustings for the City of Portsmouth by the oaths of W.F. Blunt and George L Nearille the subscribing witnesses thereto was admitted to record—

Teste

L R Edwards Clk

A Copy.

Teste L R Edwards Clk

Mortgage
Geo. W. Peete
to
Hedley & Dickford

B

$1.02

This Deed made this 28th day of Dec. 1859 between Geo. W. Peete and Rosa his wife (grantors) of the one part and E. W. Maysenburg Trustee of the other part Witnesseth. that the said G. W. Peete and Rosa his wife do grant unto the said E. W. Maysenburg all his the said G. W. Peete's property real, personal and mixed to wit. Mansion house & lot and household and kitchen furniture valued at $5.500. his interest in one lot being one fourth thereof situated on the South East corner of High & Effingham Streets valued at $750. Wharf property situated on the East side of Water Street valued at $12.000. one lot opposite the said Warf valued at $1.000. all lying in the City of Portsmouth, one tract of land in Southampton County valued at $1.000. of 204 acres purchased of James W Parker, one tract of land in Hertford County North Carolina valued at $400 adjoining the lands of A. Riddick and Henry W Britt of 100 acres, one other tract of land in the County and State last aforesaid surrounded by the lands of Geo: Britt valued at $300. one half interest in a tract of land in Princess Anne County owned jointly with the heirs of Wm Collins dec'd valued at $400. an interest in the tract of land known as Ocean View valued at $200. Notes and accounts due in and about the City of Portsmouth valued at $3.000. Stock of lumber in the yard and at the Mill. Office furniture and fixtures valued at $1.500 Notes for the sale of the Nottoway Mill property $10.000 due from Headley and Bickford a note for hire from the same parties of $1100. a life interest in four likely negro Slaves. two women and one girl valued at $2.500 Hampton a Carpenter valued at $1.500 Junius valued at $800. Augustus an Engineer valued at $1400 Lizzie a Cook at $500 Eliza a house Servant and Seamstress at $1200. John at $500. Matthew at $450 and one black mare valued at $130. Total $46.230.

In trust to Secure first the following debts, to wit. a note for $4300. due Walter F. Blunt. under a contract by which he reconveyed to the said Peete his interest in the said Nottoway Mill property dated July 1st. 1858. another bond for $1440 49/100 Dollars dated July 1st 1858 due the said Walter F. Blunt for negro hire from the 1st Jany. 1856 to July 1st. 1858. a note for $1963. 15/100 Dollars dated September 5th 1859. and due the said Walter F. Blunt for negro hire and personal Services rendered from the time the said Peete purchased the interest of the said Blunt in the Nottoway Mill until it was sold to Messrs Headley & Bickford. one note of about $300. executed by the said Walter F. Blunt for timber and now under protest at Messrs Hodges & Bakers. the said note being given by the said Blunt for the

accommodation of the said Geo. W Peete; and all other debts due the said Walter F. Blunt from the said Geo. W. Peete and all other debts or demands against the said Geo. W Peete for which the said Walter F. Blunt is bound as his security or for which the said Blunts business connexions with the said Peete has rendered him responsible and liable to pay. In trust secondly to secure all other debts of any kind due from the said Geo. W Peete to any person as the actual principal debtor in whole or in part (and it is not intended that debts for which he is bound as surety shall be included in this class under the rule that all obligees are principals to the obligor) And in trust thirdly to secure all other debts for which the said Geo. W. Peete is bound as surety or by other legal and equitable obligations. And whereas the property aforesaid except the slaves and choses in action is so situated as to require time to be managed and disposed of without loss and sacrifice and as his contract with Mess Hewdley & Bickford for the sale of the Nottoway Mill obliges him to receive and sell lumber for them in payment of their bonds until the 1st May 1860 and as the stock of lumber should be sold by retail and the charges for wharfage collected up to the day of sale it is covenanted with and between the parties of the first and second parts the one with the other that the said trustee shall have authority to appoint some one other than the said Geo. W. Peete as his agent to hire out the said slaves, manage the said property, sell the lumber, collect the debts and wharfage and perform such other duties as may be required until the 2d day of May 1860 ~~or soon thereafter as he may be required~~ and pay him for his services such reasonable compensation out of the trust fund as the said trustee may think just and that on the 2d day of May 1860 or soon thereafter as he may be required by any one interested in the deed, the said trustee after giving thirty days notice, shall sell at public auction all the property aforesaid except the slaves for cash or on credit as the said Trustee may deem best calculated to secure a fair price and that the said slaves shall on before that time be sold either privately or at public auction for cash or on a credit as the said Trustee may deem best and that said Trustee shall out of the proceeds of said sales and collections of the choses in actions pay the debts aforesaid in the order in which they are secured as above and the balance, if any, pay to the said Geo: W. Peete. And it is further covenanted by and between the parties of the first and second that the said E.W. Maspenburg shall have power and authority as the trustee or attorney in fact of the said Geo: W. Peete to curtail and renew the notes of the said Geo: W Peete now in Bank at the rate of five per cent and to sign the name of the said Peete to such new notes as may be given in renewal of the old which shall be in all cases as binding as if such name had been signed by the said Peete in person Such renewed notes together with the curtail paid on them to be occupy the same position in this deed as to the trust fund as the notes for which they were given in renewal did. And further that the said trustee shall be entitled to a Commission of five per cent on all collections and disbursements made by him. And the said Geo. W. Peete wishes now to say that he confidently believes that the property conveyed is much more than sufficient to pay all his debts and that he has preferred the debts first above named, because they were contracted under circumstances which in his opinion rendered it proper that they should be so preferred.

Witness the following signatures & seals this the 28th day of December 1859.

Geo. W Peete (Seal)
R. M. Peete (Seal)
(Seal)

State of Virginia. City of Portsmouth. to wit.

I Holt Wilson a Notary Public for the City of Portsmouth, in the State of Virginia, do hereby Certify that Rosa McD. the wife of Geo. W. Peete whose name is signed to the writing above bearing date on the 28th day of December 1859, personally appeared before me in the City aforesaid and being examined by me privily and apart from her husband and having the writing aforesaid fully explained to her. She. said Rosa McD. acknowledged the said writing to be her act and deed and declared that she had willingly executed the same and does not wish to retract. Given under my hand this 28th day of December 1859.

Holt Wilson
Notary Public

City of Portsmouth. State of Virginia. to wit

I Holt Wilson, a Notary Public for the City of Portsmouth in the State of Virginia do certify that Geo. W Peete and Rosa McD. Peete whose names are signed to the writing above bearing date on the 28th day of Dec 1859, have acknowledged the same before me in my said City of Portsmouth aforesaid. Given under my hand this 28th day of December 1859.

Holt. Wilson
Notary Public

Southampton County. In the Clerks Office January 2d. 1860.
This Deed was presented and together with the Certificates of the acknowledgement of George

W. Peete, a party thereto and of the privy examination and acknowledgment of Rosa M. D. Peete, his wife, also a party thereto, was admitted to Record.

Teste

L R Edwards bb

A Copy.

Teste

L. R. Edwards bb

Mississippi
vs
Eyshot with his
Hundley & Bickford &c

1 A 1

1 96 1

To the Clerk of the
Circuit Court of Southampton County:

Before and until the sale of the machinery, Engines and other personal property in the supplemental Bill mentioned and upon herein after mentioned to, On the motion of the plaintiff, an Injunction is awarded, until the further order of the Court, to injoin and inhibit the defendants Edward Steadly & Salmon Bickford, their agents & all others concerned, from selling, removing or otherwise disposing of the same, according to the prayer of the bill: and on the further motion of the plaintiff, for the reasons set forth in the said original and supplemental bills, it is further ordered, that unless the said defendants Steadly and Bickford, or one of them, or some person or persons for them, execute bond payable to the Commonwealth of Virginia, with sufficient security, in the penalty of one thousand dollars, conditioned for the forthcoming & delivery of the said property when required by the Court, that Edward W. Hopkins be appointed a commissioner and receiver of the court, to take into his possession the said property, and make sale thereof on a credit of six months, taking bonds with sufficient security for the proceeds of sale, and make report of his proceedings under this order, filing the said bonds with the same: But no such of this order as injoins the sale aforesaid, is to be suspended, until the said plaintiff shall enter into bond with sufficient security,

payable to the Commonwealth of Virginia in the penalty of one thousand dollars conditioned faithfully to execute the order & pay all such costs & damages as may be awarded or decreed against him, in case the injunction hereby granted be dissolved.

Rich.d H. Baker

(Jany. 21. 1861.

E. N. Mapenburg
v
Hardy & Bickford
& others.

Order of the Judge
in Vacation Jany
26. 1861.

Mecklenburg

Bond

Medley

Know all men by these presents that we E W. Masenburg & Thos. W Briggs Hedley are held and firmly bound unto Edward in the just and full sum of twelve thousand dollars lawful money of the United States, to be paid unto the said Edward Hedley Executors or administrators, to which payment well and truly to be made, we bind ourselves and our heirs, executors and administrators, jointly and severally, firmly by these presents, Sealed with our Seals and Dated this 9 day of January 1861

The Condition of the above obligation is such that whereas the said E W. Masenburg plaintiff in a certain ~~action of Trespass on the Case~~ Suit in Chancery and Walter F. Blunt pending against the said Edward Hedley. Salmon Bickford, Geo. W Peete in the Circuit Court of Southampton County did on the 9 day of January 1861 upon his affidavit made in due form of law before Littleton R Edwards Clerk of the said Court obtain from the said Littleton R. Edwards an attachment against the estate of the said Edward Hedley for the sum of Six thousand dollars ~~with legal interest thereon from the day of the date paid~~, being principal money ~~and interest~~ claimed by the said E W. Masenburg in the said Suit, which said attachment is directed to the ~~Sheriff of the City of the County of Southampton~~ and is returnable at the Rules to be holden for the said Circuit Court on the first Monday in February 1861 Now therefore if the said E W. Masenburg shall pay all costs and damages which may be awarded against him or sustained by any person, by reason of his suing out the said attachment, then the above obligation to be Void or else to remain in full force.

Signed Sealed and delivered
In presence of 3

E W Masenburg (Seal)
Thos. W. Briggs. (Seal)

L R Edwards Clk

Southampton County to wit;
I E W Massenburg Plaintiff in a certain suit
now pending in chancery in the Circuit
Court for the County of Southampton against
Edward Headley &c make oath that I have claim
in the said suit which is just and that I am
entitled to recover the sum of Six
thousand dollars and that I believe the said
Defendant Edward Headley intends to remove
his property out of the Commonwealth of
Virginia so that process of execution on a
judgment in said suit when it is obtained
will be unavailing - Given under my hand
this 9th day of January 1861

E W Massenburg

Southampton County. Circuit Court Clerks Office -
This day E W Massenburg made oath
before me to the truth of the above af-
fidavit - Given under my hand
this 9th day of January 1861

L R Edwards CC

6th Dec: 1837. C.R: By amt: for shingles received upto
this date [illegible] shingles at 12½ and ½ of 3.½
shingles [illegible] = Eighty two & Eight dozens
(See contract)

Recd 1838 Nov 1st from Dale of Springfield, for the work
Undersigned this day, Wood Rails (one hundred) Dollars which
I promise to pay, the amount of (fifty) Eight dollars, credited
on this bond, and the work now done by me
Dale

$2000

Portsmouth Va. May 3rd 1859

Two years after date, with interest from the first day of June proxima, we or either of us promise to pay unto the order of George W. Peete, the just and full sum of Two Thousand Dollars. For the true payment of which we bind ourselves, our heirs, executors, administrators and assigns.

Witness our hands and seals this the day and date first above written.

Witness
Geo. L. Neuls
" Ol

Edward Bedley Seal

Salmon Bickford Seal

$2000. Portsmouth Va. May 3rd 1859

Three years after date, with interest from the first day of June proxima, we or either of us promise to pay unto the order of George W. Peete, the just and full sum of Two Thousand Dollars. For the true payment of which, we bind ourselves, our heirs, executors, administrators and assigns.

Witness our hands and seals this the day and ~~date~~ first above written.

Witness
Geo. L. Neuls

Edward Holly Seal

Salmon Bickford Seal

$2000. Portsmouth Va. May 3rd 1859

Four years after date, with interest from the first day of June proxima, we or either of us promise to pay unto the order of George W. Peete, the just and full sum of Two Thousand Dollars. For the true payment of which, we bind ourselves, our heirs, executors administrators and assigns.

Witness our hands and seals this the day and date first above written.

Witness
Geo. L. Neuls

Edward Holly Seal

Salmon Bickford Seal

$2000. Portsmouth Va. May 3rd 1859

Five years after date, with interest from the first day of June proxima, we or either of us promise to pay unto the order of George W. Pate, the just and full sum of Two Thousand Dollars. For the true payment of which we bind ourselves, our heirs, executors, administrators and assigns.

Witness our hands and seals this the day and date first above written.

Witness
Geo. L. Neill

Edward Dedly Seal

Salmon Bickford Seal

Mosenthal & Co
to
Respd & Bond
Headley & Richford

1866. May 2d

Massenburg
Headley & Bickford &c

Report of Comm^rs & Receivers

E W Massenburg Commissioners & Receivers respectfully reports that in obedience to & in virtue of the order of this Court in a cause entitled in this Cause on the 26th of January 1861. & pronounced on the 19th of Feb. 1861 to sell the said property in the bill mentioned & adjoining first the mill, houses, fixtures & machinery separately from the land with the privilege of removing the same which were purchased by Richardson for the sum of $3000 and the said Richardson having failed to comply with the terms of sale, the said Commissioners & Receivers afterwards sold the same to Gale White for the like sum of $3000 who also failed to comply with the terms of sale and that afterwards the said Mill, houses, fixtures & machinery were burned & almost entirely destroyed by a Regiment of United States Cavalry leaving only the remains of the houses & machinery worth a few hundred dollars. That on the said 19th of Feb. 1861 & sold the land in the bill mentioned together with a few blacksmiths tools to James Wills for the sum of $715.24 who executed his bond of that date with Jesse C Wills his security which is herewith returned. That the remainder of the property mentioned in the bill never came to the possession of the said Commissioners & Receivers but was carried away either by the Rebels or by some other persons without the knowledge or consent of the said Commissioners & Receivers. All of which is respectfully submitted

E W Massenburg

Kaufbeuren

v

Kindly tal.

note

In Spenburg & Headly Dal.

This is substantially a case for specific execution, and the first question that arises, even if the Judge in vacation had jurisdiction, would be, whether, upon the authorities noted on the back of the Bill, it is a case proper for specific execution. this point seems to be involved in doubt.
But this, it seems to me, is not like the case of Pew v Wheelwright 12 Grattan 74 in which the Judge, in vacation, under the law, had the right to appoint a receiver & order the sale of the property: that in truth was a proceeding in Court, for the law authorized the proceeding before the Judge, as if in Court, and authorized an appeal from his decision which was accordingly taken: in this case the Judge is asked to act without any such authority, upon the original papers informally brought before him. Nothing it seems to me could be more irregular than for the Judge in vacation, without more being said or done in the cause, to issue his order directed to the Clerk requiring the sheriff, or any other person, in a case like this, to receive & make sale of estate not even referred to in the proceedings.

However these matters may be, it is probable, upon the peculiar facts stated in the bill as now repealed and set forth by another or supplemental Bill (which when the original cause is ready might be heard with or as a part of the original cause) the Judge might have the authority to grant an Injunction & at the same time appoint a receiver & order a sale of the property: and it seems to me is the remedy, if there be one at all. Richd. H. Baker

Mapmaking

cr 3

Hendley vs Bickford

Report of Wm B Adams

master

July 18th 1872

1872 Aug. 22.

The Undersigned begs leave to report that in obedience to a decree entered at the Nov term 1819 in the case of Mapsenby vs Hedley and Bickford he withdrew the bond of James Wills from the office and that Edward E Hedley and Geo. W. Hedley join the same and that by the directions of all the parties interested he made a deed with special warranty to the said Edward E Hedley and Geo. W. Hedley they having paid for the land and he being required by all parties interested to make the deed to them. The following is a statement of the sums and expenses incurred up to this time

Amount of bond received		1085.00
Commissions for collecting at 5 pr cent	54.25	
Attorneys fee paid Wm B Shands	50.00	
To writing deed	5.00	
Stamps & recording same	3.25	112.50
Amount in hand subject to the order of the court		$972.50

Respectfully submitted by
Wm B Shands Master

1873 May 9 Received of the Clerk of the Circuit Court of Southampton County the certificate of Deposit referred to & filed with the within report for $912.50/100 Dollars.

Wm B Shands
Substituted Trustee

Shands Trustee
Report

I herewith return certificate of deposit for $912.50 cts as directed by decree of Nov Term 1872 the amount was $972.50 cts I pain Isa R Chandler as directed $.50 as per receipt filed and expended $10 in trip to Portsmouth to examine Mapenburys former trustees accounts all of which is respectfully submitted by

Wm B Chandler trustee

Receipt
from
Jno R Chantlip
$50 for services
under order of Board

Nov 7th 1872 Received from Mr J.B. Hands
Master for J. N. Pitts in the case of
Mapsenburg vs Hadley the sum of fifty
dollars for D to be paid out under order
of the court

W.O.R. Chambliss

Massenburg

v. } Or: Pub:

Wedley &c

Copy posted up at the front door of the
Ct House 1st day January Ct 1861

At Rules held in the Clerks Office of the Circuit Court of Southampton County on the 7th day of January 1861.

E. W. Massenburg Pltff

against } In Chancery

Edward Hedley, Samuel Bickford, George W. Peete and Walter F. Blunt Defts

The object of this suit is to recover of the defendants Hedley and Bickford the sum of ten thousand dollars due by five notes of $2.000 each bearing interest from June 1st 1859 and payable in one two three four and five years and to subject to the payment thereof a certain tract of land lying in the County of Southampton containing about forty acres with a Saw mill and appurtenances thereon and a shingle machine. And affidavit having been made that the defendants Edward Hedley, Samuel Bickford and George W Peete are not residents of the State of Virginia On the motion of the plaintiff by his Counsel it is ordered that the said Hedley, Bickford and Peete do appear within one month after due publication of this order and do what is necessary to protect their interest and that a copy of this order be published once a week for four weeks successively in the Southern Argus a newspaper published in the City of Norfolk and posted at the front door of the Court house of this County on the first day of the next County Court thereof.

A Copy

Teste J R Edwards Clk

Mäsenburg

v. Bonn? und

Hadley V°

Know all men by these presents that we Edward W Mosenburg

are held and firmly bound unto the Commonwealth of Virginia in the just and full Sum of One thousand 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 186

The Condition of the above obligation is such that whereas the above bound Edward W Mosenburg by an order of the Judge of the Circuit Court of Southampton County made on the 26th day of January 1861 in a Suit in Chancery depending in the said Court in which Edward W Mosenburg is Plaintiff and Edward Headley Salmon Bickford Geo. W. Pettit and Walter F Blunt are Defendants was appointed a Commissioner and receiver of the said Court to take into his possession the machine. Engine and other personal property in the Supplemental bill in the said Suit referred to and to make Sale thereof on a Credit of Six months taking bonds with Sufficient Security for the Proceeds of Sale. and make report of his Proceedings under said order, filing the said bonds with the Same. Now if the said Edward W Mosenburg shall faithfully discharge the duties of the office or trust as Commissioner and receiver as aforesaid then the above obligation to be void or else to remain in full force and virtue.

Bond

Seal

Southampton Circuit Court. Clerks Office the day of 186

The above bond was this day executed and acknowledged before me Clerk of the aforesaid in my Office and

Security thereto made oath that estate after the payment of all just debts worth the Sum of One thousand dollars. the penalty fixed in said Bond

Given under my hand the day and year aforesaid

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON Edward Hendley, Salmon Bickford, George W. Peete and Walter G. Blunt

to appear at the Clerk's office of our Circuit Court of Southampton County, at the Rules to be holden for the said Court, on the first Monday in November next, to answer a bill in chancery exhibited against them in our said Court by E. W. Massenburg

and have then and there this writ. *Witness*, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House, this 31st day of October 1860, in the 85th year of the Commonwealth.

L. R. Edwards, C.C.

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON Edward Headley Salmon, Rickford, George W. Peete and Walter T. Blunt

to appear at the Clerk's office of our Circuit Court of Southampton County, at the Rules to be holden for the said Court, on the first Monday in November next, to answer a bill in chancery exhibited against them in our said Court by E. W. Massenburg

and have then and there this writ. *Witness*, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House, this 31st day of October 1860, in the 85th year of the Commonwealth.

L. R. Edwards, C.C.

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON Edward Headley Salmon Bickford George W. Peck and Walter F. Blunt

to appear at the Clerk's office of our Circuit Court of Southampton County, at the Rules to be holden for the said Court, on the first Monday in November next, to answer a bill in chancery exhibited against them in our said Court by E. W. Hasenburg

and have then and there this writ. *Witness*, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House, this 31st day of October 1860, in the 85th year of the Commonwealth.

L. R. Edwards, C.C.

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—GREETING:

WE COMMAND YOU TO SUMMON Edward Headley, Salmon Pickford George W. Pickford and Walter F. Pelmt

to appear at the Clerk's office of our Circuit Court of Southampton County, at the Rules to be holden for the said Court, on the first Monday in November next, to answer a bill in chancery exhibited against them in our said Court by E. W. Massenburg

and have then and there this writ. *Witness*, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court House, this 31st day of October 1860, in the 85th year of the Commonwealth.

L. R. Edwards, C.C.

Executed Nov. 1st 1860 on
Edward Headley by delivering him a
copy of the within summons

The other parties within named are
not resident of this County

G. W. Vest
D. S.

Magistrates
$3 Dollars
& 3 Cts
Headley
1860 November Rules

Masenburg

v. } Attachment

Hedley &c

1861 February Rules.

The plaintiff has executed bond with security approved by me, in the penalty of $12.000. conditioned according to law.

L R Edwards cc

Issued by direction and to Main Shipping
Point Office Middlesex County in my office
on this 10 day January A.D. 1861

W B Matthews Dept

2nd Section

Southampton County to wit:

To the ~~Sheriff of Southampton County~~ Sergeant of the City of Portsmouth

Whereas E. W. Mashburn

Plaintiff in a certain ~~action of trespass on the case~~ Suit in Chancery

now pending against Edward Hedley, Salmon Bickford, George W. Peete and Walter F. Blunt

in the Circuit Court of the ~~said~~ County of Southampton has this day made oath before me Littleton R. Edwards Clerk of the said Circuit Court that he believes the Clame for which he ~~sues~~ has instituted his said ~~action~~ Suit against the said Hedley, Bickford, Peete & Blunt to be just that he believes he is entitled to and ought to recover in the said ~~action~~ Suit at least Six thousand dollars

and that he also believes that the said Edward Hedley

intends to remove his own Estate or the proceeds of the sale of his property or a Material part of such Estate or proceeds out of this Commonwealth So that process of execution on a judgment in said Suit when it is obtained will be unavailing. These are therefore in the Name of the Commonwealth to require you to attach the Estate of the said Edward Hedley for the amount of $6.000 ~~and interest above specified~~ And the same so attached in your hands to be secured or dealt provided that the same may be forthcoming and liable to further proceedings thereupon to be had before the said Circuit Court at the next Term thereof. and that you have this writ at the Clerks Office of our said Circuit Court at the Rules to be holden for the said Court in the first Monday in February next and then and there make known how you have executed the same. Given under my hand at the Courthouse of the said County this 9th day of January 1861 in the 85th year of the Commonwealth.

L. R. Edwards Clk

Southampton Circuit Court November Term 1872

Mossenburg }
v
Headley }

This day this cause came on to be further heard on the papers formerly read, and on the report of Wm B Shands substituted Trustee filed august 22nd 1872 and was re-argued by counsel. On consideration whereof the court confirming said report to which no exceptions have been filed, doth adjudge order and decree that William B Shands out of the fund ~~in his~~ reported in his hands pay to John R Chamblis, fifty dollars as attorney fee in this cause, and deposite the balance in the First Natl Bank in the city of Norfolk on interest in his name as Trustee and file the Certificate of Deposite in the papers of this cause. And the court doth further decree, that a comr: of this court take an account of the debts secured by the Deed executed by Geo W. Peete & Wife on the 28th Dec 1859 - and how much of said debts have been paid and report to court with any matters specially stated deemed pertinent by himself or required to be so stated

Mapsburg

Co. 3 Regt of

Hadley & Bickford

Commissioners Tyler.

1873. April 25th

Commissioners Office

Jerusalem April 24th 1873

To the Circuit Court of Southampton County

Pursuant to a decree of the circuit court of Southampton County rendered at the November Term 1872. in the cause of Mapenburg against Hedley The Commissioner respectfully reports to the court. that upon an examination of the deed executed by Geo W. Peete and his wife Rosa M Peete on the 28th of December 1859. the following debts secured and the order in which the same were to be paid, but few of the debts are named but by classes to wit:

In trust to secure first the following debts: to wit: a note for $4300. due Walter F Blunt under a contract by which he reconveyed to the said Peete his interest in the said Holloway Mill property dated July 1st 1858 another bond for $1440 47/100 Dollars dated July 1st 1858 due the said Walter F Blunt for negro hire from the 1st Jany 1856 to July 1st 1858- a note for $1963 13/100 Dollars dated September 5th 1859. and due the said Walter F Blunt for negro hire and personal services rendered from the time the said Peete purchased the interest of the said Blunt in the Holloway Mill until it was sold to Messrs Headley & Bickford, one note of about $300. executed by the said Walter F Blunt for timber and now under protest at Messrs Hodges & Bakers. the said note being given by the said Blunt for the accommodation of the said Geo. W. Peete, and all other debts due the said Walter F. Blunt from the said Geo. W Peete and all debts or demands against the said Geo. W Peete for which the said Walter F Blunt is bound as his security or for which the said Blunts business connexions with the said Peete has rendered him responsible and liable to pay. In trust. Secondly to secure all other debts of any kind due from the said Geo. W. Peete to any person as the actual principal debtor in whole or in part (and it is not intended that debts for which he is bound as surety shall be included in this class under the rule that all obligees are principals to the obligor) And in trust Thirdly to secure all other debts for which the said Geo. W. Peete is bound as surety or by other legal and equitable obligations.

This is all the information the commissioner has been able

to secure about the debts, their amount. character. dignity &c
The substituted trustee Wm B Shands was before him and States that he has not been able to ascertain what property the former trustee sold or for how much or what debts he paid in his lifetime. That the said Wm B Shands informed him, he had made diligent enquiry, both in the City of Portsmouth in the clerks office of that City, and elsewhere and could find no account ~~of~~ of the said E W Mapsenburg as trustee to the said deed, but thinks that Mapsenburg sold the property and paid the debts as far as the assets went. The said Wm B Shands informed him further that he thinks the papers connected with this trust were destroyed by some Federal Soldiers when they destroyed pretty well all the valuable papers belonging to E W Mapsenburg soon after the close of the war, The Substitute trustee W B Shands has collected and deposited $912.50 cts in the said trust which is all the money to be distributed under the said deed so far as he knows, — The commissioner reports further that since the death of E W Mapsenburg his administrator D L Doles has paid to Abram Riddick the sum of $842.79 cts for Geo. W. Pate and that this is a charge against the said fund, and that the said Wm B Shands as Trustee will have to pay the same in full with interest from the 1st day of October 1871
The commissioner Reports further that D L Doles adm. of E W. Mapsenburg has by suit in Chancery in the circuit court of Southampton County attached the said $912.50 in the hands of Wm B Shands as Trustee of Geo W. Pate & wife claiming that the said money rightfully belongs to W. H. Blunt and that the said W. H. Blunt was indebted to his intestate in the following sums. Viz — Money paid by Mapsenburg as security for W. H. Blunt. Principal & Int $70 $325.100

Note due Mapsenburg principal & Int $71.20, another note due Mapsenburg. Principal & Interest $528.40 "Total amount $924.70

and that if the court should decide this fund belongs to W. H. Blunt, then that it must be applied to the payment of above debts of Blunt.

All of which is respectfully Submitted

James R Tyler

Costs fee $10—

Masonburg

3

Hedley Pe

Dear Edwards

Please deliver to Blount the papers in the suit of Mayenberg vs Headley — Baker & myself wish to get an order of sale in vacation if possible —

E W Mayenberg

Southampton County to wit;

Received of L N Edwards the Clerk of the Circuit Court of the said County — the papers in the Chancery suit now pending therein of Mayenberg against Headley &c which I promise to be responsible for Jan 1st 1861

E W Mayenberg

1870 Jany 15 Received of the Clerk the Court & one authorized to administer the Oath within named

Yours &c
Chas Ellis

Mayesville
vs 3 Dicm
Medley & Richardson

Nov Ct 1869
Attachment

E. P. Pitts

a deed
Transmitted to the Clerk of the Court for the Land Warrant by Gibbons Mills Counties Georgia
Recorded with Affidavit & Warranty

Mapenburg
ads 3 Deem
Hedley & Bickford ats

It being suggested that since the institution of this suit and the last order entered in this cause E. W. Mapenburg the plaintiff in the same has departed this life on motion of George W Pike one of the parties to this suit it is ordered that the name of William B Shands the trustee hereinafter named and appointed be substituted in his place as ~~trustee~~ plaintiff and that this suit hereafter be prosecuted in the name of Wm B Shands as plaintiff only And thereupon this cause came on this day again to be heard on the papers formerly read and the report of commissioner and master E. W. Mapenburg to which no exceptions have been filed and was argued by counsel on consideration whereof the court doth adjudge, order and decree that the said report be confirmed and that Wm B Shands be appointed Trustee in place of E. W. Mapenburg died in a certain deed of trust executed by George W Pike and wife Rosa to the said Mapenburg on the 28th of December 1859 and that the said Wm B. Shands withdraw from the papers in this cause a certain bond executed by James Wills and Irving C Wills to E. W. Mapenburg for $715.24cts on the 14th of February 1861 and collect the same and the Court doth further decree that the bond or on the payment of the the bond of $715.24 for the purchase of the real estate in the bill

Mapenberg,
Ro } Decem
Heady & Bickford

Nov Count. 1872

To be entered

Geo. T Sloo.

J. B. Lippincott & Co.
Wholesale Stationers,
Philadelphia.

Mapsnburg.

vs.

Steadly.

This day this cause came on to be further heard on the papers formerly read, and on the report of Wm B Shands. Substituted herein filed August 22.nd 1872. and was argued by Counsel On consideration whereof the Court confirming said report to which no exceptions have been filed, doth adjudge or and decree that William B Shands out of the funds reported in his hands pay to Jno R Chamblis, fifty dollars, as attorney fee in this cause, and deposite the balance, in the First Nat. Bank Savings Bank in the City of Norfolk. on interest in his name as Trustee & file the certificate of deposite in the papers of this cause.

And the Court doth further decree, that the Court. of this Court. take an account of the debts secured by the said Deed by Geo. W Dale unto on 28th Dec. 1859 and how much of said debts have been paid and report to the next with any matter specially stated. and pertinent by himself or required to be so stated.