

Know all men of these presents, that we, W<sup>m</sup> W. Biggs, Garrison D. Moore & Littleton C. Edmunds as legal heirs and assigns bound unto the Commonwealth of Virginia with just and full sum of two thousand dollars, to which payment well and truly to be made to the said Commonwealth of Virginia, we bind ourselves our heirs and personal representatives jointly and severally firmly by these presents. Dated with ourselves, and dated this 21<sup>st</sup> day of November, 1853.

The Condition of the above obligation is such that whereas the above bound W<sup>m</sup> W. Biggs was on the 31<sup>st</sup> day of November, 1853 by the Board of School Commissioners for the County of Southampton appointed Superintendent of schools for said County for the year commencing the first day of January 1854. & less if the said W<sup>m</sup> W. Biggs shall faithfully discharge the duties of his said office, then the above obligation to be void & otherwise to remain in full force.

W<sup>m</sup> W. Biggs  
Garrison D. Moore  
L. B. Edwards

At about half for the County of Southampton the 21<sup>st</sup> day of November, 1853. This bond was acknowledged by the obligors therein named, appeared by the Court and ordered to be recorded.

Teste

L. B. Edwards, C. C.

An Indenture made this 21<sup>st</sup> day of November in the year of our Lord 1853 between Peter J. Holmes and Mary E. his wife of the one part & Nicholas J. Barkham of the second part and John Quincy A. Barkham of the third part, the two last named parties of the County of Gloucester and the first of Southampton, State of Virginia. Whereas by the last will & testament of Peter Booth dec'd of record in the Clerk's Office of the County of Southampton, the said Peter Booth devised a certain tract of land with Mill situate in said County containing between 1000 and 1500 now with conditions therein contained, to wit: that he pay to his mother, Priscilla B. (who was married with the said Nicholas J. Barkham) the sum of fourteen hundred dollars and pay to his brother the said John Quincy A. Barkham (a half brother) the sum of seven hundred dollars. And whereas, also it has been agreed between the said Peter J. Holmes and Nicholas J. Barkham and John Quincy A. Barkham, that the said Peter J. Holmes would deliver up (convey) the said tract of land with Mill devised to him in the conditions aforesaid to him the said Nicholas J. Barkham in full of & in discharge of the said condition of payment of the sum of \$1400.00 to him in right of his mother Priscilla formerly the wife of said Barkham, and further consideration that he the said Nicholas J. Barkham would pay to the said Peter J. Holmes seven hundred dollars to the said John Quincy A. Barkham, and he the said John Quincy A. Barkham to discharge & release him the said Peter J. Holmes from the payment thereof as the will directed. Therefore in order to carry out & perfect said agreement this deed witnesseth that in consideration of the premises and the further consideration of one dollar to them the said Peter J. Holmes & Mary E. Holmes by the said N. J. Barkham, they the said Peter J. Holmes & Mary E. Holmes his wife, do hereby grant, bargain, sell & convey unto the said Nicholas J. Barkham of his heirs forever all of the right title, interest of estate existing & vesting in them in & to the said tract of land with Mill above referred to and devised as aforesaid to him the said Peter J. Holmes by the will of Peter Booth subject to the conditions aforesaid, under said will or any other names devised or existing. To have and to hold the same to him the said Nicholas J. Barkham & his heirs forever. And the said Peter J. Holmes for himself, his wife, & heirs does covenant to and with the said N. J. Barkham & his heirs that he warrants the same against the claims of all persons whatsoever. And the said Nicholas J. Barkham & John Quincy A. Barkham for themselves severally and their several personal representatives and assigns do covenant to and with the said Peter J. Holmes & his heirs that they