1816-005 Chancery Causes. James Atkins vs Andrew Woodley, admr of Edward Winston &
Dale of Wight County

John Beddie Winston

other SURNAMES: Street, Harrison, Wilson, Stott, Stark Watts, Clarke, Fawcett, Faucett, Atkinson

To the worshipfull court of ~~Southampton~~ Isle of Wight county sitting in chancery humbly complaining, sheews to the court your orator James Atkins.

That on the 23d day of December A.D. 1739 a contract was entred into between Edward Winston and your orator, by which the said Edward by written articles of agreement bound himself to make a compleat legal title unto the said Atkins of, in and to a tract or parcel of land lying in the county of Surry (containing by estimation one hundred and sixty six acres) which the said Winston held in right of his wife Woody Winston (formerly Woody Harrison) that your orator paid to the said Winston two hundred pounds in cash as part payment for the said land as will more fully appear by reperence to the said articles of agreement which are hereto annexed and prayed to be taken as a part of this bill. That your orator planted upon the said land three hundred apple trees, for one half of which the said Winston which were valued by Samuel Ditson and John Pratt arbitrators chosen by ~~Woodey~~ and himself at ten shillings per piece as by them anexed contracted to pay provided any thing occurred to prevent his making to him a legal title to the said land, as will also appear by adverting to the said written agreement. He states that the beforementioned Woody Winston was under age at the time the aforesaid contract was made and could not (as was then supposed) execute any conveyance which could bind her and her heirs. That the said Edward Winston died before his said wife attained lawful age and that since arriving to the age of twenty one she has expressly refused to convey the aforesaid land to your orator. That in the said articles of agreement, this very case was contemplated and provided for, because the said Winston agreed to refund the said £200 and to pay for half the appletrees which might be put upon the land by your orator if he died before his wife arrived to twenty one years of age. Your orator further says that afterwards, to wit on the 23d day of March A.D. 1000 the said Winson more effectu to secure him and to carry the aforesaid contra

into execution signed, sealed and delivered to your orator or rather to William Atkins, Andrew Woodly, and Thomas Stark a deed conveying to them and their heirs three hundred acres of land in the county of Hanover adjoining the lands of John Shelton dec^d and John C. Littlepage; and also five slaves to wit. Rose, Patience, Peg and two children Maria and Cyrus, in trust, to be sold by them in case of the death of either the^s Edward Winston or of his ~~lawfully~~ said wife Woody before her attaining lawful age, for the purpose of repaying your orator the said £200. as well as the value of the aforesaid apple trees. He says that he has paid to the said Edward Winston since the said 23^d day of March 1800 $110.45 upon the faith of the said deed in trust and also paid him a bond of John Hundley for £20 in part of the said land. He also sold the said Edward Winston an horse for $140. for which he gave his bond to your orator, but he agreed that the property conveyed in the aforesaid deed in trust should be liable for this as well as the foregoing debts in the same manner as for the £200. and price of the apple trees. your orator advised the said Winston removing his family to this County which he promised to do in the same year, his share being £25. He annexes hereto a just account of the amount due to him from the said Edward Winston as well as the number and value of the apple trees planted by him on the said land together with the aforesaid bond and the receipt for the $110.45. as a part of this bill. Your orator begs leave further to observe that William Atkins and Thomas Stark two of the aforesaid trustees are dead, and that the said Andrew Woodley is the administrator of the said Edward Winston as well as the surviving trustee. For the better information of the court your orator annexes hereto the said deed in trust as a part of his bill and he will conclude his statement by saying that the said Andrew Woodley is unwilling to act under the said deed in trust on account of the delicacy of his situation without the intervention of this court.

* In tender consideration whereof and for as much as your orator is wholly without remedy at law, he solicits the aid of Yr. Worships.

To the end therefore he prays that the said Andrew Woodley and John G. Winston may be made defendants to this bill of complaint and that they may upon his corporal oath full, true and perfect answer make to all and singular the allegations aforesaid and that as fully as if the same were here repeated and he thereto particularly interrogated. He lastly prays that your Worships will decree that the said Andrew Woodley make sale of the slaves in the said deed in trust mentioned together with any increase they may have ~~since the same was executed~~ and pay to your orator the amount of his claim as before is stated, or that the court will make any other order or decree in the premises for your orator relief, that may seem just and equitable.

May it please &c

Rich^d Lee Byrd
& 2

* Your orator has been informed that the said Edward Winston conveyed the same negroes to John G. Winston his brother either in trust or by way of mortgage before he executed the before recited deed; but he states that if the said deed to John G. Winston was founded in justice, that the same has been legally discharged. He therefore prays that that the said John G. Winston may be made a defendant to this bill and that he may upon his corporal oath, full true and perfect answer make to all the before mentioned allegations and especially that he set forth the true consideration of the deed executed to him or for his benefit, and whether the same has not been satisfied or discharged.

Atkinson
vs. Bill
Winstons Admor.

Mar. 1806
Bill filed

April 1806
Ans.r filed

July 1806
Ans.r filed & Gen.l Com.n issued

September 1813
decree for compltt. for £ 278. 15
d.rst. &c.

Woodley admr. }
ad } Ans.
Atkins — }

All Available Text Successfully Captured

as would authorise the trustees, or this respondent, who is the only surviving trustee, to dispose of the land and Slaves so Conveyed. To satisfy any part of said Atkins Claim or Claims prayed for in the bill. But more particularly this defendant doubt the equity Claimed under the said deed to secure the payment of any money or monies advanced or advances, paid, made, or lent to the said Winston by the said Atkins, other than what is set forth or directly alluded to in the deed itself. He is inclined to think, the Complainant Can have no lien on the property by the said deed Conveyed, to secure the repayment of any subsequent Credit he may have given Winston.—

This respondent is further induced to think, that, even the genial rules of equity were against him and in favour of Atkins, as respects the lien, Claimed to be Created by the said deed, to Cover ~~Claims~~ subsequent ~~Claims~~ debts, Yet, that Some Circumstances exist peculiar to this Case which would form an exception to such rule. And therefore he denies that the plaintiff is intitled to recover any Credits he may have given said Winston other than those expressly Covered or alluded to by the deed.—

It is remarkable in this Case, that a lien had been before Created on the said ~~property~~ Slaves, by the said Edwd to John G. Winston, his brother, Who now Claims in the same manner as the present Complainant, ~~[illegible]~~ that his lien so Created, by deed of mortgage and now on record in Hanover Court, Shall be so Construed as to secure him against the payment of Sundry bond of Edward Winstons to Which he is Security; Saying that he became Security in said bonds on the Credit of his mortgage aforesaid. The said John G. Winston Contends also that as his deed of Mortgage of ~~[illegible]~~ a prior date to the deed set forth in the bill, and as ~~[illegible]~~ the equity is otherwise equal, that he is on every principle of Justice, intitled to a preference and to have his equity ~~[illegible]~~ against said property Satisfied before the present Complt. Can come in. This defendant having had due notice given him of the existance of the above recited Claim of John G. Winston, is not at liberty to yield any thing to the delicacy of the plaintiffs situation or his own feeling: He must therefore submit the Whole premises to the law to which he must duely yield a Cheerful obidience.

He prays to be hence dismissed &c.

Andw Woodley

The answer of Andrew Woodley, administrator of Edward Winstons dec^d to a bill in Chancery exhibited against him, by James Atkins, in the County Court of Isle of Wight

This respondent, saving to himself now, and at all times hereafter all right of exception to the Complainants said bill, for the many impufections and errors it Contains, for answer thereto or to so much thereof as he is advised is necessary or material for him to answer unto, he answering saith. He has no doubt of the truth of the facts stated in the bill generally, especially, that it may be true, that Edward Winstow executed & entered into articles of agreement with the plaintiff on the 23^rd Dec^r 1799, as stated in the bill. that Atkins has made payments in Conformity to said agreement, may also be true; but it is incumbent on him to satisfy the Court that he did so, that what the amounts are, when paid, and that they come strictly within the Contract stated. The planting and cultivation of the apple trees is conceded; but this respondent leaves it to the Complainant to bring that Claim within the scope of the said agreement, if he can, to the satisfaction of the Court. — This Defendant admitts that he knows of no legal Conveyance having ever been made by Edward Winston deceased, or by Edward Winstons widow, since his death, to the said Atkins of the land in suit in the bill mentioned; and he believes none such has ever been made. This respondent has no reason to doubt the statement in the bill respecting a deed in trust from Edward Winston to William Atkins & Andrew Woodley and Thomas Stark, especially as the said deed is profered as a part of the Complainants bill; but he submitts, whether the deed is such an one

The Answer of John Goode Winston one of the
defendants to a bill in Chancery exhibited him
and others in the worshipful Court of Pleas
Height county by James Atkins

This Respondent now and at all times hereafter saving and reserving unto himself
all benefit of exception to the manifold errors imperfections and false allegations in the Complainants said bill
contained, for answer thereto or so much
thereof as he is advised it is necessary for him
to answer thereto answering saith —

That it is true that a deed of Mortgage
was executed and entered into by Edward Winston
sen. in his life time, on the twenty fourth
day of July 1782 for the purpose of securing
and indemnifying him, for the purpose of securing
unto this Respondent the sum of one hundred
and seventy five pounds current money of
Virginia in which said deed of Mortgage
following slaves to wit Peg & child, Patience Rose,
Judith, and their future increase were mentioned
as a security and pledge for the true payment
thereof: This respondent is anxious and desirous
that a fair and correct statement of
the circumstances relative to the aforesaid deed
of Mortgage should be fairly reflected before this
Worshipful Court, and he prays leave to state, that the
said sum of one hundred and seventy five pounds
with Interest, has on a settlement of accounts had
and made between the said Edward Winston sen.

his life time and this respondent been paid and satisfied — That at the time of settlement, a tender of the said deed was made to the said Edward Winston, that this respondent expressed to his brother Edward Winston the fears above spoken of, that he this respondent felt very considerable uneasiness and alarm least he should be made to pay several different sums of money, for which this respondent had become the security of his said brother Edward, and wished that he would secure him from any loss or injury which he might sustain by reason of his said Security ship — That the said Edward replied to this respondent, that he must hold on upon the said deed of Mortgage, that at the time he entered into the said Mortgage that he intended the slaves conveyed, should be appropriated as well for the relief of the said Jno. B. Winston, by reason of his said Security ships, as for the payment of the said sum of £175. Interest which was actually due for a bona fide and valuable consideration — That this respondent being unacquainted with proceedings of this nature relied upon perfectly satisfied with these assurances, which he hoped he enabled to establish by the testimony of indifferent persons which might be produced to this Court in due time — This respondent was truly astonished that after the death of the said Edward his brother, he was informed that the said Edward Winston on the Plaintiffs, was held by the Complainant — This respondent further states that various and repeated applications were made by the said Edward to this respondent to become his security, which he had refused subsequent to the date of the conveyance, but was overcome and yielded to the said Edwards solicitations, upon the perfect faith and confidence that this respondent should be indemnified by the Sale of the said slaves —

This respondent begs leave further to represent that he has paid the sum of £56.12.7.½ Cents for a Judgt. obtained in the County Court of Hanover in favor of Geo. Street & Co. also one other Judgt. obtained in the Hustings Court of Henrico County for the sum of £20:17.2. in favor of Wm Blanks — Also one other Judgt in the county Court of Hanover for the sum of 50 ℔ or 60 dollars or there about Cash — in favor of William Blanks — which judgments were obtained against this respondent as the Security of Edward Winston in the Courts aforesaid — This respondent further answering says, that there are now claims against him to the amount of £150. or there abouts for which judgments suits shortly he has, or will and he these have to pay — This respondent further represents that from his knowledge of the land which has been conveyed to the Complainant, the same will be fully adequate to the payment of the claims of the said Petitioners.

This respondent cannot believe that any Court of Conscience will direct that the negroes should be applied to the payment of the debt of Petitioners, in preference to the claims of your respondent.

who in justice law and equity has a priority of payment. To the principle of Courts of Equity, to extend their aid to all cases where relief can be given and if a case ever demands the interposition of a Court of this description, this is the present case. Under circumstances of a like peculiar nature as this a Court of Conscience may lay their hands upon the complaints demand, and deal out the same equity to the respondents as to the Complt. And this respondent does most positively deny all fraud and combination, and prays to be hence dismissed with his Costs so wrongfully sustained &c.

Jno Cuthbert. J.C.

Isle of Wight County To wit:

Jno G. Hamilton personally appeared before me a Justice of the peace for the County aforesaid and made oath that all the matters and singular the facts herein contained so far as relate to himself and so far as they relate to others he believes them to be true. Given under my hand this 6th day of July AD 1807.

Thos Smelly J.P.

I do acknowledge the
Service of the within Sp.
in Ch. G, Andw Woodly

Ullmon
vs.
Ullmon Admon &c.
Sp. & Mty.

The commonwealth of Virginia to the Sheriff of Isle of Wight County greeting we command you to summon Andrew Wood Jr. as Administrator & Trustee of Edward Winston dec'd. to appear before the Justices of our said County Court at the Court house on the first Monday in December next to answer the suit in Chancery of James Atkinson & others against him and this shall in no wise omit & have then there this writ Witness Matth. Young Clerk of our said court at the Court house the 29th Nov. 1805 In the 30th Year of the Commonwealth

Matth. Young

Comm.e le tarte depos.

The Commonwealth of Virginia to Thomas Tinsley
Wm. White & Benja. Pollard gentlemen Greeting: know
ye that we hasting to your fidelity and prudence commi-
ssion in diligently examining Eliz.a C. Winston
Lucy Winston & Obediah Dawes &

as well on the behalf of James Atkinson Complainant
as on behalf of Andrew Woodley administrator of Edward
Winston dec.d and John G. Winston defendants - command
you or any two or more of you, that at such certain
days & place you shall appoint you assemble yourselves
and the witnesses aforesaid before you or any two or more
of you; you call and cause to come and diligently
examine on the holy evangelist of almighty God such
examination in writing into our county court of Hanover
distinctly & plainly without delay you shall send the same
inclosed returning also to us this writ. Witness Nathaniel Young
Clerk of our said court at the courthouse the 5th day of July 1805
in the 32d. year of the Commonwealth — Nath.l Young

Comm.ce le 1.er Mai dep.t

Isle of Wight County }
4th July 1807. }

This day appeared personally before me John Martin & made oath that he delivered a copy of this writtin notice to W. James Allens the Complainen and within mentioned — Given under my hand &c.

J B Southall J.P.

To James Atkins

Sir Take notice that I shall on the 17th Day of the present month at John Hawes Tavern in the County of Hanover between the hours of nine in the morning and six in the Evening — proceed to take the Depositions of Obediah Fawcett and others to be Read as Evidence at the trial of a Cause in Chancery now Depending and undetermined in which you are complaint and I am one of the Defendance in the County Court of Isle of Wight at which time and place you may attend if you think proper —

I am yr. H

July 3 1807 —

Isle of Wight County John L Winston

Hanover County to wit

This day Elizth C. Winston made oath before us to the within Deposition taken at John Haws Tavern in the Co. County In pursuance of a Commission from the Court of Isle of wight, notice of the taking thereof having been given to James. Atkinson as appears by a Certificate from under the Hand of J B Southall J.P. of Isle of Wight County. Given under our hands as magistrates this 17th July 1807

Wm White

Benj. Pollard

Eliza C. Winstons deposition

Eliz.ª C. Winston of lawful age being sworn saith that in the lifetime of her Brother Edward Winston she has frequently heard him say that his brother John G. Winston had a mortgage upon all his negroes for the purpose of securing him in consequence of becoming security for him in a number of cases. And she has frequently heard her Mother John G. Winston say that he would not have been security for his brother but having all his negroes mortgaged to him for that purpose: and therefore he did not apprehend any danger from said security ship

17th July 1807.

Eliza C. Winston

Lucy Winston of lawful age being
sworn saith that in the lifetime of
her Brother Edw.d Winston she has
frequently heard him say that his brother
John G Winston had a mortgage upon
all his negroes for the purpose of securing
him in consequence of becoming security
for him in a number of cases. And
she has frequently heard her Brother
John G Winston say that he would
not have been security for his brother
but having all his negroes mortgaged
to him for that purpose; and therefore
he did not apprehend any danger
from the said securityships 17th July
1807.

Lucy Winston

Hanover to wit. The within named Lucy Winston this day made oath before us to the within deposition at the Tavern of John Haw of said County taken in pursuance of a Commission from the County Court of Isle of Wight notice of the taking thereof having been given to James Atkinson as appears by a certificate from under the hand of J. B. Southall J.P. of said County of Isle of Wight given under our hands as magistrates this 17th day of July 1807.

Wm White

Benj. Pollard

J.P. of Isle of wight County. Given under our
hands ~~&~~ magistrates this
17th July 1807

Wm White

Benj.a Pollard

Elizabeth Pawlett's
Deposition

The Clerk of the
Wight County

The Deposition of Obediah Faucett of lawful age who being first Sworn on the Holy Evengelist of all mighty God, Deposeth and Saith that he well recollects that he was called upon by Edward Winston to witness a mortgage conveying all his negroes to his brother John G. Winston for purpose of Securing him in consequence of his becoming Security for him in a number of cases, and frequantly heard Edward Winston apply to his brother John G. Winston to become Security for him and he pointedly refused to become his Security and the Said Edward Winston's reply was that he had all his negroes mortgaged to him which was Sufficient to Secure him, upon which the Said John G. Winston become his Security, and I allways understood by Edward Winston that the negroes named within the mortgage was liable for all Debts in which the Said John G. Winston was bound for him, and it was allways my impression that the mortgage given to the Said John G. Winston was intended for the express purpose of Securing him in consequence of his becoming Security for his Brother Edwards Winston, and further this Deponant Saith not.

Obed Fawett

Hanover County to wit

This day Obediah Faucett ~~made oath~~ before us to the foregoing Deposition Returned John Evans County. Sworn in the Said, ~~Corporation Court~~ in pursuance of a Commission from the Court of Isle of Wight, notice of the taking thereof having been given to James Atkinson as appears by a certificate from under the hand of I B Southall

James Atkinson
vs
Winston's Admrs.
of the Sale of Negroes

Report

Atkinson
vs
Winstons Admrs
June 1816

Report
Report
HHR

Isle of Wight County September term 1813

James Atkinson . . . . . Complainant
against
Andrew Woodley administrator of Edward Winston & Defendants
and John G. Winston . . . . . In Chancery

This cause this day came on to be heard, upon the bill answers and exhibits and upon the arguments of counsell on each side. Whereupon the court doth order, adjudge and decree that Andrew Woodley surviving trustee of himself and William Atkinson in a deed of trust given by the said Winston to the complainant; on the . . . day of . . . . at the store house of the said Woodley proceed to sell the following negroes, to wit, Rose, Patience, Pegg, Meriah, Cyrus, Randall and Joe, for Cash, having given one months notice in one of the Richmond papers, and from the proceeds thereof, pay to the complainant the sum of two hundred and seventy eight pounds fifteen shillings with interest thereon from the first day of January One thousand eight hundred and six till payment to be computed at the rate of six per centum per annum - and his costs by him in this behalf expended — upon which judgment an appeal was granted the defd J. G. Winston but not complyed with & payable to the tenor of the order —

A Copy Teste David Dicks D.C.
x 25

Cost Clerks fee 2.95
" Sheriffs 63
£3.58

Isle of Wight County to wit
Decr 18 ~~1816~~ 1813.

The Undersigned Trustees in Com
=pliance to the decree of Isle County Co
Sept. Term 1813. have made Sale of
the following negroes, to wit,

Meriah	To	Sam[l] Woodley	$300.00
Rose	"	Copland Parker	285.00
Pegg	"	And[w] Woodley	170.00
Patience	"	Isham Jordan	180.00
Joe	"	And[w] Woodley	160.00
Randall	"	Ditto do	300.00
Cyrus	"	Ditto do	335.00
			$1730.00

Charges paid off to wit.

The 1st Debt Int. & Costs	$1374.10.
Jno Pleasants the printer for advertising &c	2.25
Trustees Comm[s] for Selling &c	82.56
	$1458.91
Balance p[d] the Admin[r] Edw[d] Winston decd	272.09
	$1730.00

Errs Excepted by
And[w] Woodley Trustee
for James Atkinson &
Edw[d] Winston decd.

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~~$687.05~~

A Atkinson
vs
Decree Court
Winstons ~~admr~~ &c -
to Sell Negroes

Debt due 1st Jany 1806	$929.17
Intt. to Dec. 18. 1813. . . .	441.35
Costs of Suite	3.58
Costs of advertising . .	2.25
	$1376.31
fee to Trustee for selling at 6 p Ct.	82.56
Total	$1458.91

All Available Text Successfully Captured

Ed. Wanton

to

Deed of Mortgage

Jno. G. Wanton

Recorded and examined

Heirs and assigns by these presents shall and will warrant and forever defend. Nevertheless that if the said Edward his Heirs Executors administrators or assigns shall well and truly pay or cause to be paid unto the said John Goddin Winston his Heirs executors administrators or assigns the aforesaid sum of two hundred and seventy five pounds with the legal interest that may become due thereon, that then this indenture and every thing herein contained shall cease determine and be void. In Witness whereof the said Edward Winston hath hereunto set his hand and affixed his seal the day and year first above written.

Sealed & Delivered
in the presence of
Richard Tillapaugh
Hack Fawcett

Edw. Winston (L.S.)

his
William + Thornton
Mark

At a court of monthly session held for Hanover county at the courthouse on wednesday the 5th of March 1805

This deed indented was acknowledged by Edward Winston a party thereto and is ordered to be recorded

Teste William Pollard C.H.C.

A Truly record Teste

Tho. Pollard D.C.H.C.

acct

This Indenture made this Twenty fourth day of July in the year of our Lord One thousand seven hundred and ninety nine Between Edward Winston of the County of Hanover of the one part and John Geddis Winston of the same County of the other part Witnesseth that whereas the said Edward Winston is and stands justly indebted to the said John Geddis Winston in the sum of One hundred and twenty five pounds current money of Virginia with legal interest thereon from September last till it shall be paid and payable on the first day of March that shall be in the year One thousand eight hundred and the said Edward Winston being willing and desirous effectually to secure to the said John Geddis Winston his Heirs Executors administrators or assigns the payment of the aforesaid sum with the interest thereon as aforesaid and for and in Consideration of the sum of One Dollar by the said John Geddis Winston at and before the ensealing and delivery of these presents to the said Edward Winston in hand paid the Receipt whereof is hereby acknowledged Hath granted bargained sold aliened enfeoffed and confirmed and by these presents Doth clearly and absolutely grant bargain sell alien enfeoff and confirm unto the said John Geddis Winston and to his Heirs and assigns the following named negroes to wit Peggy Child Patience Rose and Mariah

with the future increase of the female. To have and to hold the aforesaid negroes with the future increase of the females aforesaid to him the said John Geddis Winston his Heirs and assigns to the only use benefit and behoof of him the said John Geddis Winston his Heirs and assigns forever. And the said Edward Winston the said negroes with their increase aforesaid against himself his Heirs and assigns and against the claim of all other persons whatsoever to the said John Geddis Winston his

contained, except so much thereof as relates to the repayment of the sum of two hundred pounds which he has paid to Edd Winston, and the payment of half the value of the appletrees as aforesaid; and in consideration of his having the possession of the land untill said Woody attains the age of twenty one years, or dies, or untill the death of said Edward Winston (if that should happen befor his Wifes twenty first year), said Atkins agrees that the sum of two hundred pounds now paid by him, shall bear no interest, and that in case of the death of Winston or his wife befor the time of making said conveyance, he will receive as a full repayment, the two hundred pounds aforesaid, clear of any interest whatever; ——

In evidence of all and singular the foregoing agreements the parties have hereunto set there hands and seals the day and year first above written —

Signed, and sealed in presence of ——

John Barber

Henry Harrison
his

John + Stott
mark

Edward Winston (Seal)

James Atkinson (Seal)

Winston
& Atkins
Agreement

neat untill the said conveyance is made, no rent will be charged or
required from said Atkins, by said Winston, or any other person claim-
ing by, for, or under him, nor shall any rent be required or demanded
for said time, at any after period Whatever.— Provided nevertheless
that if the said Woody Winston wife of said Edward, dies before
She arrives to the age of twenty one year, Then and in that case
the contract to convey the said land to be, and the same, in that
case is hereby cancelled, and declared null and voide, and if
before said Woody arrives to said age, the said Edward Winston should die
Then and in that case also the covenants to convey is declared void and
null to all intents and purposes; It is further stipulated and agreed
by said Winston that if said Atkins should plant three hundred
or a less number of apple trees on the said land, and thereafter the said
Woody Winston, or the said Edward Winston should die, so that the conveyance
aforesaid could not be carried into effect, in that case the said Edward
Winston if living, or his heirs, Executors, or administrators, shall and
will pay unto the said James Atkins, one half the value of the Sd
Appletrees so planted on said land, which value shall be ascertained
by two men mutually chosen by the parties, or by their umpire.—
And further the said Winston covenants and agrees, to secure
said Atkins in the true and faithfull performance of the said
contracts covenants, and agreements on the part of said Winston, or
in case of the death of said Winston, or Woody his Wife, the faithfull
repayment of said two hundred pounds advanced at the insealing
hereof by said Atkins to said Winston, and also the half value of
the appletrees aforesaid; by a deed in trust on five negro slaves
and three hundred acres of land, in Hanover county, Which land
and Slaves are to be disposed of, in case of a failure of the performa-
nce of the contracts, covenants, and agreements herein contained on the
part of said Winston, in manner & form, as in Sd deed of trust
will

will be expressed; The land herein contracted for when conveyed, is
to be surveyed at the expence & costs of said Winston, and for
the quantity by such survey found, the said Winston agrees, to
receive from said Atkins, his heirs, or assignes, executor, or administrator
as much money as amounts to forty shillings ₱ acre, including as
part thereof the aforesaid two hundred pounds paid at the signing
and sealing these presents, as a full and complete payment of
all and singular the purchase money, and then, and there, thereof
to aquit the said Atkins, his heirs, executors and administrators,
for ever.—

And the said James Atkins on his part,
for and in consideration of the, contracts, covenants and agreements,
herein before contained on the part of the said Edward Winston, doth
hereby for himself and his heirs, covenant, and agree to, and with the
said Winston; That he the said James Atkins, his heirs, Executors,
or administrators, on the receipt of a sufficient conveyance, of the
land aforesaid and its appurtenances, will and shall pay unto
the said Edward Winston, his heirs, Executors, or assigns, as much
money as together With two hundred pounds now paid by him
Will amount to forty shillings ₱ acre, of said land; and
that untill the conveyance is made (When said Woody Winston
arrives to the age of twenty one years), the said Atkins
agrees and covenants to pay interest, on that part of the purchase
money Which is to be reserved untill the conveyance is made
at the rate of six per cent per annum, but not to pay any part thereof
untill said conveyance is made of the land aforesaid; And
further that in the event of the death of said Winston, or Woody his
Wife before She attains the age of twenty one years, the said
Atkins covenants and agrees to exonerate the said Winston,
his heirs, executors, and administrators from all and singular
the engagements, covenants, contracts and agreements, herein

Articles of agreement made and entered into this twenty third day of December in the year of our Lord one thousand seven hundred and ninety nine, between Edward Winston of Hanover county of the one part, and James Atkins of the county of Isle of Wight of the other part, Witnesseth, That said Edward Winston, on his part for and in consideration of the sum of two hundred pounds current money of Virginia to him in hand paid by said Atkins at the ensealing of these presents, and for and in consideration of the covenants and agreements of said James Atkins herein after mentioned, doth covenant and agree to and with the said James Atkins, in manner and forme following, to Wit, That he the said Winston, as soon as his wife Woody Winston (formerly Woody Harrison) arrives to the age of twenty one years, will and shall make out a compleat title in fee simple and (by such sufficient conveyance as the said James Atkins or his counsel shall approve) convey and assure in possession to the said James Atkins and his heirs, or assigns, forever, free from all manner of incumberances Whatsoever, all that tract, plantation, or parcell of land in the county of Isle of Wight, which said Winston now holds in right of his said Wife, the same which was devised to her by her father John Harrison, adjoining the lands of Goodrich Wilson containing by estimation One hundred & Sixty six acres with all and singular the appurtenances; That on the first day of January next he ~~with~~ the said Winston, will, and shall, put said Atkins, in full, free and peaceable possession of said land and appurtenances, to have and to hold, and peaceably, to occupy, possess and enjoy the same and all rents or profits ysuing thereon, from and after the said first day of January next, until the said Woody Winston arrives to the age of twenty one year, and the conveyance made as aforesaid and from thence forever thereafter to the end of time; and further that for and during the term commencing the first day of January

page 1.

This Indenture made this twenty third day of March in the year of our Lord One thousand eight hundred Between Edward Winston of Hanover County of the first part James Atkins of the County of Isle of Wight of the second part and William Atkins Andrew Woodley and Thomas Starke of the third part, make known and attests that said Edward Winston in order to provide for and secure the faithful fulfilment on his part of sundry agreements covenants and contracts contained in a sheet of Articles of agreement between him the said Winston and the said James Atkins which said articles of agreement or a copy thereof is hereunto annexed to which the said Winston hereby refers the same being signed and sealed by the said Winston and said James Atkins with their own proper hands and for and in consideration of one dollar paid by the said William Atkins Andrew Woodley and Thomas Starke to the said Edward Winston has alined bargained and sold and by this Indenture does alien bargain and sell and convey unto the said William Atkins Andrew Woodley and Thomas Stark and their heirs forever — Three hundred acres of land in the County of Hanover adjoining the lands of — John Shelton deceased and John Carter Littlepage being the

same now annexed by said Winston himself with all and singular the appurtenances thereto belonging and every part or parcel thereof — And the said Edward Winston in consideration of the premises has also sold and delivered and by this Indenture does sell and deliver and convey unto the said William Atkins Andrew Woodley and Thomas Stark the five following Slaves to wit Rose Patience Pegg and two children Mariah and Cyrus, To have and to hold the said land and appurtenances hereby sold and conveyed unto the said William Atkins Andrew Woodley and Thomas Stark and their heirs and assigns forever — And to have and to hold the said Slaves so sold and conveyed by these presents unto the said William Atkins Andrew Woodley and Thomas Stark to them their heirs executors and administrators forever — But upon this special trust and for the following purpose to wit, that if the said Edward Winston when his wife Woody attains the age of twenty one years if so long he and she lives do well and truly by sufficient conveyances convey unto said James Atkins and to his heirs forever certain plantation or

or tract of land in the County of Surry which said Winston holds in right of his said wife and which is more particularly described in the articles of agreement hereunto annexed, or in case his said wife dies before she attains to the age of twenty one years if in that case he the said Winston do and shall repay unto said James Atkins the sum of two hundred pounds current money of Virginia which he has paid to said Winston in part of the consideration money for said land and also half the value of three hundred Appletrees — or of whatever number of them which said Atkins may plant in said land not exceeding three hundred, and shall moreover — secure to said Atkins the full and peaceable enjoyment of said land and appurtenances from the first day of January next clear of and free from any rents reserved whatever untill his the said Winstons wife Woody attains said age of twenty one years and untill said conveyance is made or in the event of said Edwards death before his said wife arrives at twenty one years of age and the said conveyance is made of in that case his heirs executors —

executors or administrators do and shall well and truly perform and do the
required
several things ~~covenanted~~ of said Winston by this Deed / and the articles
hereto annexed in case of his ~~—~~ wifes death Then and in such case
the said William Atkins Andrew Woodley and Thomas Starke or their—
heirs or assigns shall and they and their heirs or assigns are hereby—
authorised to discharge release and acquit the said Winston of and—
from the Sale and conveyance by this Deed conveyed of property—
herein before named for the purpose of securing said James Atkins
and their and in the case of the said Winstons performing the condi
—tions aforesaid this Deed shall be null void and of no effect—

But if said Winston shall fail in performing the said contracts
covenants arguments and conditions as aforesaid the said William Atkins
Andrew Woodley and Thomas Stark or any two of them their heirs or assigns
shall and they are hereby empowered at any time after the said Woody
Winston attains the age of twenty one years or after the Death—
of said Woody or said Edward / if either of these events eventuate
—before she attains said age when required by James Atkins his

his executors heirs administrators or assigns in order to raise money sufficient to reimburse the said James Atkins as well the money so advanced as aforesaid as all such damages costs and expences which he shall sustain by said failure to sell at auction for ready money all the estate hereby conveyed to them or so much thereof as may be necessary for the purposes aforesaid and for defraying the expence attending such Sale including the traveling expence of said trustees to the property and to apply the money arising therefrom accordingly and to make to the purchaser or purchasers a title or titles absolute and sufficient in Law but of such sale one months previous notice must be given by an advertisement in some public newspaper printed in Richmond at least four times and the said Edward Winston for himself his heirs executors and administrators covenants with the said William Atkins Andrew Woodley and Thomas Stark their heirs executors administrators and assigns that he the said Edward Winston his heirs executors and administrators will warrant and for ever Defend the said Land appurtenances and Slaves herein before mentioned and conveyed unto the said William Atkins Andrew Woodley and Thomas Stark their heirs and assigns against the claims and demands of all persons and every person whatsoever

In evidence whereof the said Edward Winston has hereunto signed his name
and affixed his seal on the day and year first above ~~written~~ mentioned

Signed sealed and delivered
in presence of

John Parker
Henry Harrison
John his Scott mark

Edward Winston (Seal)
(Seal)
Andrew Woodley (Seal)
William Atkinson (Seal)

Articles of agreement made and entered into this twenty third day
of December in the year of our Lord One thousand seven hundred
and ninety nine between Edward Winston of Hanover County of the
one part and James Atkins of the County of Isle of Wight of the
other part witnesseth that said Edward Winston on his part for
and in consideration of the sum of two hundred pounds current money
of Virginia to him in hand paid by said Atkins at the ensealing
of these presents and for and in consideration of the covenants and
agreements of said James Atkins herein after mentioned doth covenant
and agree to and with the said James Atkins in manner and form
following to wit- That he the said Winston as soon as his wife

wife Woody Winston formerly Woody Harrison arrives to the age of
twenty one years wife and shall make out a complete title in fee
simple and by such sufficient conveyance as the said James Atkins
or his counsel shall approve convey and assure in possession to
the said James Atkins and his hiers or assigns for ever free from
all manner of incumbrance whatsoever all that tract plantation
or parcel of land in the County of Surry which said Winston now
holds in right of his said wife the same which was devised to her
by her father John Harrison adjoining the Lands of
containing by estimation one hundred and sixty
six acres with all and singular the appurtenances to have and to
hold and peaceably to ~~have~~ occupy possess that on the first day of January
next he the said Winston will and shall put said Atkins in
full free and peaceable possession of said Land and appurtenances
to have and to hold and peaceably to occupy possess and enjoy the same
and all rents or profits issuing therefrom from and after the said first
day of January next until the said Woody Winston comes to the
age of twenty one years and the conveyance made as aforesaid and
from thence forever thereafter to the end of time, and further that for

and during the term commencing the first day of January next —
until the said conveyance is made no rent will be charged or required
from the said Atkins by said Winston or any other person claiming
by from or under him nor shall any rent be demanded for the
said term at any after period whatsoever Provided nevertheless
That if the said Woody Winston wife of the said Edward dies before
She arrives to the age of twenty one years then and in that case
the contract to convey the said land to be and the same in that
case is hereby cancelled and declared null and void, and if before
the said Woody arives to the said age the said Edward Winston
Should die then and in that case also the said covenant to convey
is declared null and void to all intents and purposes, It is further
Stipulated and agreed by the said Winston that if said Atkins —
Should plant three hundred or a less number of apple trees on
the said land and thereafter the said Woody Winston or the
said Edward Winston should die so that the conveyance
aforesaid could not be carried into effect in that case the said

said Edward Winston if living or his hirs executors or (administrators)
shall and will pay unto the said James Atkins one half of the value
of the said appletrees so planted on said Land which value shall
be ascertained by two men mutually chosen by the parties or their
umpire and further the said Winston covenants and agrees to secure
the said Atkins in the true and faithful performance of the said
contracts covenants and aguements to secure the said Atkins in the
true and faithful performance of the said contracts covenants (and)
aguements on the part of said Winston or in case of the Death of
said Winston or Woody his wife the faithful repayment of said two
hundred pounds (o)vanced at the ensealing hereof by said Atkins to
said Winston and also the half value of the appletrees aforesaid by
a Deed of trust on five negroe Slaves and three hundred acres of
Land in (H)anover County which Land and Slaves are to be dispos
(e)d of in case of the failure of the performance of the contracts
covenants and aguements herein contained on the part of the said
Winston in manner and form as in said Deed of trust will be
expressed — the Land herein contracted for when conveyed is to be

be surveyed at the expence and costs of said Winston and for the quan-
tity by such survey found the said Winston agrees to receive from said
Atkins his heirs or assigns executors or administrators as much money as
amounts to forty shillings p acre including as part thereof the aforesaid
two hundred pounds paid at the signing and sealing these presents as
a full and complete payment of all and singular the purchase money
and then and there thereof to acquit the said Atkins his heirs executors
administrators for ever and the said James Atkins on his part for and
in consideration of the contracts covenants and agreements herein before
contained on the part of the said Edward Winston doth hereby for
himself and his heirs covenant and agree to and with the Winston
that he the said James Atkins his heirs executors or administrators
on receipt of a sufficient conveyance of the Land aforesaid and its appur-
tenances will and shall pay unto the said Edward Winston his
heirs executors or assigns as much money as together with two hundred
Pounds now paid by him will amount to forty shillings per acre
of said Land; and that untill the conveyance is made when said
Woody Winston arrives to the age of twenty one years the said

said Atkins hereby agrees and covenants to pay interest on that part
of the purchase money which is to be reserved until the conveyance
is made at the rate of six per cent p annum but not to pay
any part thereof untill said conveyance is made and further that
in the event of the Death of said Winston or woody his wife
before she attains the age of twenty one years the said Atkins
covenants and agrees to exonerate the said Winston his heirs executors
and administrators from all and singular the engagements covenants
contracts and agreements herein contained except so much thereof
as relates to the repayment of the sum of two hundred Pounds
which he has paid to said Winston and the payment of half the
value of the appletrees aforesaid and in consideration of his
having the possession of the Land untill the said Woody
attains to the age of twenty one years or dies or untill the
death of the said Edward Winston if that should happen
before his wife twenty first year / said Atkins agrees that the
sum of two hundred Pounds now paid by him shall bear

bear no interest and that in case of the Death of Winston or his wife before the time of making such conveyance he will receive as a full repayment the two hundred Pounds aforesaid clear of any interest whatever in witness of all and singular the foregoing agruments the parties have hereunto set their hands and seal the day and year first above written, ~~Signed and sealed~~

Signed and sealed
in presence of
John Barber
Henry Harrison
John his Scott
mark

Edward Winston (Seal)
James Atkinson (Seal)

Virginia to wit

At a Genral court held at the Capitol in the City of Richmond the 12th day of November 1800

This Indenture was acknowledged by Edward Winston and together with the agrument thereto annexed which was also acknowledged by James Atkinson and the said Edward Winston parties thereto ordered to be recorded

Teste
Wilson Allen C. Court

Recd $3. 14
the legal fee for this Copy
P. Drew

A Copy Teste
Peyton Drew C.C.

I Edward Winston of Hanover County, promise to pay, or cause to be paid unto Jams Atkinson of Isle of Wight County: the just sum of one hundred and forty Dollars, lawful Money of the State, on demand for value received. Witness my Hand & Seal this 10th day of August 1804

Test

Benj: Goodrich

Edw. Winston

Mem.: The within Note is for One Bay Horse Sold the said Winston, the amount of which the Sd Winston is to give me credit for in our Land Contract when he makes me a title to the Land purchased of him agreable to contract, but in case he should not make me a title to the land he is to pay the money agreable to the Bond. Witness my Hand this 10 augt. 1801—

James Gathings

Witness
Benj. Goodrich

Rec.d May 4.th 1803 of James Atkinson One Hundred & Ten Dollars
and forty five Cents in part of the ballance that may be due
me for a tract of Land sold him, when I make a title the
said Land, but in case I should not make a title to the said
Land agreable to our Contract, the property that I have given
him a lien on, in case I should not refund him the
Money I have before received, is considered by me, also to be
bound for my refunding the above Sum

Edw.d Winston

Test

Philip Holt

Winstons Receipt