

1837-015 Chancery Causes: Albert L. Shivers & John M. Shivers vs John Virgihart

Ishl of Wight County

other SURNAMES: Scott, Wrenn  
Lawrence, Lightfoot

To the Honourable Richd. H. Barker, Judge of the  
General Superior Court of Law and Chancery,  
for the County of Bluff Wight. Humbly  
complaining, shew unto your honour  
your orator, Albert G. Shivers, and John A.  
Shivers of the County of Bluff Wight, that  
some time in the year 1836, they became the  
purchasers of a certain grant of Mills in the County  
of Bluff Wight together with a dwelling  
and out house, attached thereto, and also of  
the following tracts of land - to wit, one  
containing 829 acres, called Rick's, one  
containing 200 purchased formerly of one  
John Scott by John Lugebacht, one, containing  
71 acres formerly George Dixon - all in Bluff  
Wight County, and also a tract of land in  
Lawrence County of 123 1/2 acres, formerly the  
property of Thos. Lawrence, all which property  
was purchased by the said Albert G. Shivers  
at a sale in Feb'y: 1836, under trust deed  
made by one John Lugebacht of said County  
of Bluff Wight. - That some time after the said  
Albert G. Shivers purchased the said Mills &  
plantation, having deeded after they came  
regularly conveyed to him by deed from B.  
Lightfoot and Charles Whelan to the said  
Albert G. Shivers as will appear by the deed,  
which are deements entered marked A &  
B, and of record in the County Court of the  
County of Bluff Wight and which are prayed  
to be made one taken as part of this bill,  
he the said Albert G. Shivers, by a deed of  
bargain and sale which is hereto annexed  
marked C, and prayed to be taken as part of  
this bill, conveyed one moiety of all the  
Mills and lands aforesaid to the said John  
A. Shivers as will appear by said deed, the  
said Lugebacht, being in possession of the said  
Mills and lands aforesaid at the time of the



mitting waste upon the House, lands & of use  
and especially from cutting down trees, except  
the clerk do until the matter is the result of  
the said requirement against you or others  
in the Circuit Superior Court of Law  
and Chy: for Shropshire, and in this case  
can be fully heard and determined. And  
you complainant file herewith a copy  
of the bill in chy: against them aforesaid,  
marked B, and pray that the same may  
be taken as part of this Bill and they do  
that they have answered the said Bill.  
They pray that the said John requirement  
and all proper persons may be made  
of sufficient heirs, and be compelled upon  
their corporal oaths, fees, true oaths  
answers to make to all said in place  
the allegations aforesaid, as fully and particularly  
as if the same were herein again repeated  
and they shew more especially in terro-  
rized - and that you will make any  
order for their relief which the matter  
of the case may require - they pray the  
Cours: unit of the Court Command: &c.

Attest: Attest: on

Attest: for court: 3

Sealed

Albert G. Shivers

John McShivers

Indy Night County, Ind. This day Albert G. Shivers and  
John McShivers, make oath before the Subscribed a  
justice for said County, that the foregoing Bill  
is true so far as respects on their own knowledge,  
and that so far as the stated depends on the know-  
ledge of others, they believe it to be true. Given  
under my hand and Seal this 7th July 1837.

W. J. Davidson

On the complaint or some one of them, or some responsible person on their behalf, entering into bond with sufficient security in the penalty of five hundred dollars payable to the defendant conditioned for paying all such costs and damages as may be awarded or recovered against the complaint or either of them for seeing out this injoin in case the injoin be dissolved, let an injoin issue to restrain the defendant his agents, and all others acting under his authority from committing waste to or upon the houses & lands in the bill mentioned, and especially from cutting trees upon the said lands and carrying the same away until the further order of the court but the injoin. hereby granted is not to be considered as extending or applying to the proper and customary use of the Mills in the bill mentioned on the part of the defendant until the further order of the court.

Rich<sup>d</sup> H. Baker  
July 10. 1837.

To  
The Clerk of the  
Circuit sup. court of  
Ind. of Wright County.

Shivers & Co

vs

Mr. G. Hart

3 Bills of  
Injunction

February 17<sup>th</sup> 1837

Bill to inhibit A. B. & H.  
D. files - Injunction Bond  
given & Sp. & J. & Co.

March Rules 1837 cont. for Ans?

April Rules 1837 cont. for Ans?

May Rules 1837 cont. for Ans?

The commonwealth of Virginia to the Sheriff of Isle of Wight County  
Greeting, we command you, that you summon John Urquhart —  
to appear before the Judges of the circuit superior Court of Law and  
Chancery for the said county at the court House of the aforesaid County  
on the day of Term next to answer a bill of Injunction in Chancery  
exhibited against him in the said Court by Albert G. Shreve and  
John Shivers and this he shall in no wise omit under the penalty  
of £100 and have then there this Writ Witness Nathaniel  
Young clerk of our said Court at the court House this 17<sup>th</sup> day  
of February 1837 in the 6<sup>th</sup> Year of the commonwealth —

Nathl Young  
C

To injoin & restrain the defendant John Urquhart, his agents, and all others acting under his authority from committing waste to or upon the houses & lands in this bill mentioned, and especially from cutting trees upon the said lands & carrying the same away, until the further order of the court. (But the injunction hereby granted is not to be construed as extending or applying to the proper & customary use of the miles in the bill mentioned until the further order of the court) - The plaintiffs having given bond & security according to law -

Teste Nathl Young Clk.

Shivers & Shivers  
vs.  
Urquhart & Co. Chy.

Wm. Urquhart

Received of the Clerk of the Court

This Indenture made this tenth day of February in the year One thousand eight hundred and thirty six, Between Bartholomew Lightfoot of the County of Isle of Wight in the State of Virginia of the one part, and Albert G. Shivers of the County of

State aforesaid of the other part: Whereas a certain John Argubaird and Hannah his wife by a certain Indenture bearing date the sixth day of July one thousand eight hundred and thirty six, and duly admitted to record in the Clerk's Office of said County of Isle of Wight, did grant, transfer and convey to the said Bartholomew Lightfoot his heirs and assigns, "One tract or parcel of Land lying and being in the County of Isle of Wight, containing Eight hundred Acres more or less commonly called Rick's - One other tract or parcel of Land in said County containing two hundred Acres more or less purchased by the said Argubaird of Ann Larounee - One other tract or parcel of Land in said County containing Seventy one & one half Acres more or less purchased by the said Argubaird of George Dixon - One Water Grist & Saw Mill with eight Acres of Land attached thereto, in the said County - One other tract or parcel of Land lying in Vincennes County containing One hundred and twenty three and one half Acres, more or less purchased by the said Argubaird of Thomas Larounee, together with all and singular the Appurtenances belonging to the said several tracts or parcels of Land, & Water Grist & Saw Mill, and the said John Argubaird & Hannah his wife did also by the said deed grant, transfer & convey to the said Barth. Lightfoot his heirs & assigns Articles of Personal Property as mentioned & describe in the said deed; In trust and with power and authority to the said Bartholomew Lightfoot his heirs and assigns to sell and dispose of the said several tracts or parcels of Land, Water Grist & Saw Mill & Chattels property, for the purpose in the said trust and expressed - And whereas the said Bartholomew Lightfoot in execution of the said trust, the time, place, and terms of Sale having been for more than twenty days previous thereto, advertised in writing posted in the Town of Smithfield & in the neighbourhood of the said Water Grist & Saw Mill, did on this tenth day of February 1836 at the said Water Grist & Saw Mill expose to sale for ready money the aforesaid Water Grist & Saw Mill with the eight Acres of Land attached thereto, at which sale the aforesaid Albert G. Shivers being the highest bidder for the said Mills & eight Acres of Land thereto attached, for the sum of One thousand nine hundred & fifty dollars became the purchaser thereof: Now this Indenture therefore Witnesseth that the said Bartholomew Lightfoot in further execution of the said trust and for and in consideration of the said sum of One thousand nine hundred & fifty dollars to him in hand paid to be by him applied in pursuance of said trust towards discharging the debt with Interest mentioned in said deed of trust after deducting the expenses attendant on said trust, hath granted bargained and sold and by these presents doth grant, bargain & sell unto the said Albert G. Shivers his heirs & assigns the said Water Grist & Saw Mill with the eight Acres of Land thereto attached, together with all & singular the Appurtenances thereto belonging -

To have and to hold the said Water Grist & Saw mill & eight Acres of Land  
thereto attached hereby conveyed together with their appurtenances unto the said  
Albert G. Shivers his heirs & assigns, to the only proper use and behoof  
of him the said Albert G. Shivers his heirs and assigns forever.

And the said Bartholomew Lightfoot the said Water Grist & Saw mill & eight  
Acres of Land attached thereto, hereby conveyed together with their appurtenances to the  
said Albert G. Shivers his heirs and assigns against the claim of the  
said Bartholomew Lightfoot his heirs & against all & every person whomsoever  
claiming by, thro or under him, by these presents well forever warrant & defend.

In Testimony whereof the said Bartholomew Lightfoot hath hereunto  
set his hand & seal the day & year first above written

Signed Seal & delivered

In presence of

(Barth. Lightfoot Trust Seal)

Lighthouse, Trustee  
to 3 Dec  
Shivers O

March 7<sup>th</sup> 1836 ack<sup>d</sup> in  
the Clks Office Committee to  
Record - A. Young Esq;

Recorded

A

This Indenture made this 10<sup>th</sup> of February in the year  
one thousand eight hundred thirty six Between Charles  
H. Woern of the County of Salt of Wight in the State  
of Virginia of the one part and Albert E. Shivers  
of the County of Salt of Wight & State aforesaid of the other  
parts Whereas a certain John Augusthart by a certain  
Indenture bearing date the 28 day of July in the  
year 1835

and duly recorded in  
the Clerks office of the said County of Salt of Wight  
did grant transfer & convey unto the said Charles  
H. Woern his heirs assigns one tract or  
parcel of Land lying & being in the County of Salt  
of Wight containing eight hundred & twenty nine  
acres more or less commonly called Michs

also another tract of land which said Augusthart  
purchased of Ann Lawrence containing two hundred  
acres also another tract of land purchased of George  
Dixon containing seventy acres with sundry other  
Lands & Tares & Chattel property, for the purposes in the said  
Trust and express And whereas the said Charles H. Woern  
in execution of the said Trust the time place & terms of sale  
having been for more than thirty days previous thereto  
advertised according to the directions of said Trust and  
did on the tenth day of February 1836 at the said August-  
harts residence expose to sale for ready money the  
Michs tract of Land the Lawrence tract of land  
and the Dixon tract of land at which sale Albert  
E. Shivers became the Purchaser of said tracts of Land  
for the sum of twelve hundred & eighty five dollars  
Whereby this Indenture therefore it is stipulated that the  
said Charles H. Woern in further execution of said  
Trust & for in consideration of the said sum of  
twelve hundred & eighty five dollars to him in hand  
paid to be by him applied in pursuance of said Trust  
towards discharging the debt with interest

mentioned in said Trust deed after deducting the expenses  
attendant on said Trust - both grants bargain & sold  
and by these presents doth grant bargain & sell unto  
the said Albert J. Stevens his heirs & assigns the said  
tracts of land to wit the first containing eight hundred  
& twenty nine acres the Lawrence tract containing  
two hundred acres and the Denon tract containing  
seventy acres more or less with the appurtenances unto  
the said tracts of land belaining. To have and to hold  
the said tracts of land with the appurtenances unto the  
s<sup>d</sup> Albert J. Stevens his heirs & assigns to the only proper  
use and behoof of him the said Albert J. Stevens his  
heirs & assigns forever, and the said Charles F.  
Wheeler the said tracts of Land containing eight  
hundred & twenty nine acres, two hundred acres &  
seventy acres of land more or less hereby conveyed  
together with the appurtenances to the said Albert  
J. Stevens his heirs & assigns against the claim  
of him the said Charles F. Wheeler his heirs &  
against all & every person whomsoever claiming  
by title or otherwise by these presents will forever  
warrant & defend. In testimony whereof the said  
Charles F. Wheeler hath hereunto set his hand  
& Seal the day & year first above written  
Signed sealed & delivered Charles F. Wheeler Seal  
in presence of

Wm. L. Lightfoot  
Willis Wilson  
James S. Kice

Wrenn 2  
to 2 Dea  
Shivers 8

March 7<sup>th</sup> 1836 Ack?

Exmitted to record

Recorded

B.

Whereas John Sugrue and Hannah his wife  
of the County of Isles of Wight made a certain  
deed of trust to Bartholomew Lightfoot, dated  
the sixth day of July one thousand eight hundred  
and thirty five, and of record in the Clerk's Office  
of Isles of Wight County Court, by virtue whereof he  
the said Lightfoot according to the terms of the  
said trust deed, did sell to the highest bidder  
the property in the said deed mentioned, at  
which sale, Albert G. Shivers, became the  
purchaser, being the highest bidder, for the  
said sixty and eight acres of land then so  
attached for the sum of one thousand nine  
hundred and fifty dollars, which said sum  
and appurtenances, have been by the said  
Lightfoot, to the said Albert G. Shivers, conveyed  
by a deed recorded in the County Court of  
Isles of Wight bearing date the tenth of February  
1836; and whereas also the said John Sugrue  
made another trust deed to Charles F. Mearns,  
dated the 28th of July 1835, which was recorded  
in the County Court of Isles of Wight, and  
under which deed he the said Charles F. Mearns  
according to the terms of the said deed, did  
on the tenth of February 1836, expose to sale by  
public auction the property in the said deed  
named, at which sale Albert G. Shivers,  
being the highest bidder, became the purchaser  
of the Nick tract of land, the Lawrence tract  
of land, and the Dixon tract of land for  
the sum of twelve hundred and eighty five  
dollars - which tracts of land, by the said  
Charles F. Mearns have been conveyed to the  
said Albert G. Shivers by a deed dated the  
tenth of February 1836 and recorded in the  
County Court of Isles of Wight - and whereas the  
said John Sugrue, by a bill of sale dated the  
14th of February 1836, did sell and convey to  
the said Albert G. Shivers for the sum of one

Two thousand and fifty one dollars, and ten cents,  
all the right of him the said Legumant in the  
negro boy Sam and Moses. - and whereas the  
said Albert G Shivers hath agreed to sell, buy,  
and convey unto John Shivers one moiety  
of all the property, so as afore said purchased  
by him, for the sum of Sixteen hundred and thirty three  
dollars, and five cents to be paid to him by the said John Shivers, -  
upon the 18 day of June, One thousand  
eight hundred and thirty six, between the  
said Albert G Shivers and Ann his wife,  
of the one part, and the said John M Shivers,  
of the other part, all of the County of Giles  
and State of Virginia, witnesseth that the  
said Albert G Shivers and Ann his wife,  
in consideration of the sum of sixteen hundred  
and ninety three dollars, and five cents -  
to him in hand paid or to be paid by  
the said John M Shivers, before the said  
delivery of this deed, the receipt whereof is  
hereby admitted, have granted, bargained,  
sold and conveyed, and by their parents,  
do grant, bargain, sell and convey unto  
the said John M Shivers, his heirs and assigns,  
one moiety of the said water grist mill &  
saw mill or mills with the right and  
land thereto attached, and all the appurtenances  
thereto belonging, also one moiety of all the  
real estate so as afore said purchased by the  
said Albert G Shivers of the said Chas T Moore  
and conveyed by the deed of him the said  
Moore as afore said, also one moiety of the  
right, title and claim of him the said Albert  
G Shivers of in and to the said slave, Sam  
and Moses, so as afore said conveyed to him  
the said Shivers by the said John Legumant,  
so that he the said John M Shivers, in considera-  
-tion of the said sum of money, so as

afore said, and paid to the said Albert G Shivers, shall  
have, and be entitled to the same and like  
interest to the property afore said, that he the  
said Albert G Shivers shall hereafter be entitled  
to after the execution of this deed, they being  
equally entitled and concerned, and he the  
said John M Shivers agrees to accept in  
every respect of the same title to a moiety as  
he the said Albert G Shivers will have, and not  
to regard the said Albert as warranting the title,  
except so far as the same has been warranted  
and conveyed by the trustees afore said and  
against him the said Albert G Shivers his heirs  
and the parties herein refer to the deed from  
the said Lightfoot and Moore as afore said,  
and the bill of sale from said Legumant to  
the said A. G Shivers, as parts of this deed -  
To have and to hold the said real and personal  
estate so as afore said conveyed unto him the  
said John M Shivers, and his heirs, assigns, forecom-  
-ers the said Albert G Shivers and Ann  
his wife, for themselves, their heirs, executors, and  
administrators, so hereby agree to and with the  
said ~~Albert~~ John M Shivers, his heirs, assigns,  
that the said Albert G Shivers and wife their  
will warrant the title to one moiety of the  
said land, and slave afore said, to the  
said John M Shivers, his heirs, & assigns the  
said Albert G Shivers and his heirs, forecom-  
-ers. In witness whereof the said Albert G Shivers  
and Ann his wife, have hereunto set their  
hands and seals this 18<sup>th</sup> day of June  
One thousand, eight hundred and thirty six -  
Witness  
Albert G. Shivers

Ann M Shivers

To W. Gibbs  
John Edwards

Albert G. Shivers

Ann M Shivers

Shivers, wife  
 to M. Reed  
 Shivers  
 November 7th 1836  
 Acknowledgment before  
 Notary  
 Recorder

County of Del. of Wight Co. - We Watson P. Jordan & John H. Purdie  
 Justices of the peace in and for the County of said State of  
 Virginia, do hereby certify that Albert G. Shivers and  
 Ann — his wife, parties to a certain deed, being  
 date on the 18 day of June 1836 and being examined,  
 personally appeared before us in our County of said,  
 acknowledge the same to be their act and deed,  
 and desired us to certify the said acknowledgment to  
 the Clerk of the County Court of Del. of Wight in order  
 that the said deed may be recorded. Given under  
 our hands and seals this 17th day of September 1836 -

W. P. Jordan  
 J. H. Purdie

County of Del. of Wight, Va. We Watson P. Jordan & John H. Purdie  
 Justices of the peace in and for the County  
 of said State of Virginia, do hereby certify that —  
 Ann Shivers, wife of Albert G. Shivers, parties  
 to a certain deed, being date the 18 day of June 1836, being  
 examined personally appeared before us in our County of said,  
 and being examined by us privily and apart from her husband  
 and being the said of said Judge explained to her the said  
 Ann Shivers, acknowledged the same to be her act and deed  
 and declared that she had willingly signed, sealed and delivered the same  
 and that she wished it to be so. Given under our hands and seals  
 this 17th day of September 1836 -

W. P. Jordan  
 J. H. Purdie

Mugshot

res:

Shivers

} copy Bill of Inquiry.

Exhibit D

To the Honorable Richard H. Baker Judge of the circuit, Superior court of law and chancery for the county of Sale of Wright humbly complaining, Sheweth to your Honor your orator John Nugent, that being the owner of a large and valuable real estate in the said county of Wright, consisting of the following tracts (to wit) one containing eight hundred and twenty nine acres called "Ricks", one containing two hundred acres purchased of John Sawner; one containing seventy one and a half acres purchased of George Dixon; a water grip, cross and mill with eight acres of land attached thereto; and also a tract of land lying in the county of Massachusetts, containing one hundred and twenty three and a half acres, purchased of Thomas Sawner - and being indebted to sundry persons by executing and forthcoming bonds in the hands of Joseph B. Whithead the Sheriff of Sale of Wright county, in the sum of three thousand dollars your orator on the 6th of June 1835, conveyed the above mentioned estate (with some personal property to Bathstorne Lightfoot in trust to pay to the said Whithead the said sum of \$3000, as will appear by the said, a copy of which is filed herewith - These attestations to protect more effectually the security (to wit) James Milly, Willis A. Groce and the said Joseph B. Whithead to one of the claims in the hands of the said Whithead to wit, a forthcoming bond to Edwin Ricks in the penalty of three thousand and five hundred and eighty three dollars and which was one of the claims included in the said \$3000 secured by the said of June 6th 1835.

1 You orator on the 28th. of July 1835, conveyed the said  
grape and said mill and the land and buildings attached  
thereto, the tract called "Picket's," the tract purchased of  
Ann Saxe, the tract purchased of George  
Dixon, some personal property and your orator's inter-  
est in a tract of land which his wife had in her  
possession when he married her, to Charles F. Munn  
in trust for the purposes aforesaid, as will appear  
by a copy of the deed filed herewith,

The said Lightfoot and Munn having advertised the pro-  
perty in the said deeds mentioned, would be sold at auction  
on the 10th. of February 1836. The parties made an arrange-  
ment as the money was not immediately wanting, that  
it should be sold on a credit of twelve months carry-  
ing interest from the day of sale. In this situation Albert  
G. Shivers who is a nephew of your orator's wife, and who  
expressed great solicitude for welfare, trusted himself  
as a friend, and your orator expressly avers, that before  
the sale, Capt. John Noy as the agent and on behalf of  
your orator made the following arrangement with the  
said Albert G. Shivers; that the said Shivers was to bid  
off the real estate mentioned in the said deeds for the  
use and benefit of your orator at a sum sufficient to  
cover the principle and interest of the debts and the costs  
and commissions of sale, that a conveyance was to be  
made to the said Shivers, by the said trustees, that your  
orator was to remain in possession of the said property  
that Shivers was to be your orator's security for negro  
hire, to furnish money to purchase oxen team &c -  
which your orator was to secure by a deed of trust  
upon other property; that with these means your

orator was to go to work on the land and pay for the pro-  
perty out of the proceeds of the timber and sawing busi-  
ness. That the land was accordingly put up at  
auction and bid off as follows by the said Shivers  
(to wit) the mill and its millstone hundred and fifty  
dollars, the Munsund tract at one hundred and  
fifty <sup>one</sup> dollars and the other land (except that which  
came by your orator's wife) at twelve hundred and  
eighty five dollars, then several sums making what  
was then supposed the amount required to be raised  
under the deeds aforesaid. upon a calculation after-  
wards made, it was ascertained that the aggregate of  
these sums was less, by one hundred and fifty one dollar  
and ten cents than the amount required. To secure  
this your orator conveyed his interest in negroes Sam  
and Moses, by an absolute deed to the said Shivers, but  
in point of fact only in trust to secure the payment  
of that sum. Your orator files herewith copies of  
the several conveyances, from the said trustees to the  
said Shivers and a copy of the bill of sale as part  
of this Bill.

To secure the said Shivers for his promised ser-  
vices in becoming security for your orator  
for negro hire and for advancements in money expected  
to be made under the agreement above set forth,  
your orator on the next day (to wit) the 11th. of  
February 1836, conveyed certain property to Bartholomew  
Lightfoot in trust. In that deed six hundred dol-  
lars are mentioned as due to said Shivers, your  
orator avers that not one cent of this was in real-  
ity due to the said Shivers, and that that sum

was mentioned in contemplation of what the said  
Shirin was expected to do. Besides the said Shirin  
and Lightfoot, Joseph B. Whithead and Willis  
Wilson are parties thereto as will appear by a copy  
of the deed filed herewith. Your orator avers that  
the property bid off by the said Shirin is justly worth  
from two to three times the amount of the nomi-  
inal sale to him, and that it would have sold for  
a much larger sum, but for the understanding  
among the persons present that said Shirin was bid-  
ding for your orator's benefit; and immediately after  
the sale the said Shirin declared that he had bought the  
property for your orator. He has however in violation  
of this arrangement not only refused to become security  
for your orator for money loaned to advance him money  
but has actually sold one half of all the property bid  
off by him to his brother John M. Shirin, as will appear  
by a copy of the deed filed herewith. Your orator avers  
that the said John M. Shirin was present at the sale  
on the 10th. of February and was acquainted with the  
arrangement as above stated. By this combination  
and by these fraudulent means an attempt is made  
to wrest from your orator property worth upwards  
of ten thousand dollars, and that two persons  
claiming kindred with his wife and pretending to  
be his friends, for a debt of about twenty five hundred  
dollars. By the arrangement it was perfectly con-  
sidered that your orator was to remain in possession  
of the property and was to use it as his own, and  
particular time was fixed for his paying the debt, time  
when the deed of trust ~~containing~~ to secure the

~~expected~~ advancements and security ship for money  
laid on the part of Abner G. Shirin was made, two years  
was given your orator to pay the amount, and that time at least  
he considered was to be given him to redeem the land.

Within a day or two your orator has been served with  
a copy of a warrant notifying him the said Abner G. &  
John M. Shirins intended on the 10th. of this month to  
proceed in a summary way to turn him out of possession  
of the said mill seat which is his residence, the said  
copy he files herewith. As all these proceedings are against  
justice and fair dealing, and as your orator is with-  
out relief here in a court of equity, when matters of  
this kind are cognizable, he prays that the said Abner  
G. Shirin and John M. Shirin and also Batholomew  
Lightfoot, Joseph B. Whithead and Willis Wilson  
(the three latter being parties to the deed of the 11th. of  
February 1836) may be made defendants to this bill  
and may answer all and singular its allegations as  
especially as if he were interrogated to each of them -  
that the said Abner G. Shirin and John M. Shirin  
may be restrained by an injunction from pro-  
ceeding on the warrant of forcible detainer & from  
all other steps having in view the ejectment of your  
orator from the mill seat aforesaid - that the real  
estate purchased by the said Abner G. Shirin as above  
stated and the slaves Isaac and Moses, may be  
declared to be held only as a security for the same, for  
which the said Abner G. Shirin is responsible with  
interest; that your orator may have an opportunity  
of redeeming the same, and in default thereof that  
it may be sold; that the deed of Trust of 11th.

W<sup>th</sup>. 1836. may be cancelled so far as the said Albert G. Shwin  
and the six hundred dollars are concerned; that the amount  
from Albert G. Shwin to his brother John M. Shwin may  
be declared void, and that such other and better relief  
may be had as courts with equity and good reason cases.

Norfolk County (to wit)

John Maguire appeared before me a justice of the peace  
for the county aforesaid, and made oath that the facts and state-  
ments in the foregoing bill are true to the best of his knowledge  
and belief. Given under my hand this 5th. Day of Decr. 1836.

M. Cook J.P.

Solo. Clerk's Office  
Decr. 16th. 1836

A copy

A. Young D.C.

Know all men by these presents, that we Albert G. Shivers,  
John M. Shivers and Joseph B. Whithead, are held and firmly  
Bound unto John Magkhat, his heirs Executors and administrators,  
in the just and full sum of Five hundred dollars; to  
the true and faithful payment whereof we bind our  
selves, our heirs, executors and administrators, jointly and  
severally, firmly by these presents, sealed with our seals  
and dated this 17<sup>th</sup> day of February 1837.

The condition of the above obligation is such, that whereas  
the said Albert G. Shivers and John M. Shivers have  
obtained from the Judge of the Circuit Superior Court  
of Land and Chancery for the County of Isleshire  
an injunction to restrain the defendant his agents  
and all others acting under his authority, from  
committing waste to or upon the houses & lands in  
the bill mentioned, and especially from cutting trees  
upon the said lands, and carrying the same away  
until the further order of the court - Now therefore  
if the said Albert G. Shivers and John M. Shivers, shall  
well and truly pay and satisfy all such costs and  
damages as may be awarded or recovered against  
the complainants or either of them for suing out  
this injunction in case the injunction be dissolv-  
ed - then the above obligation to be void otherwise to  
remain in full force and virtue.

Signed, sealed and delivered  
in presence of — 3  
Nathl. C. Young

Albert G. Shivers  
John M. Shivers  
J. B. Whithead

Shovises 3  
to 3 Legist. bond  
Wigwagant  
Feby: 17<sup>th</sup>. 1837. executed  
and filed —