1844-089 Chancery Causes: Sarah Purdie, by &c VS Thomas J. Harper + John Hyndman Purdie
Isle of Wight County

other SURNames: Waddle, Waddell

Purdin by pa.

Bill &c.

Purdin &c.

Feby rule 1843.

Bill Subs. sworn & publication Depa
Spec. ag. Purdin.

Sept. Rules 1843
Answer of def. J. M. Purdin
& exh.

1844. Set for hearing on
pltf's motion.

May Term 1844. cont.

Oct. 1844. dismissed by Consent.

Atts pa

vide grant him relief in the premises.
that she be permitted to secure as to
the said Thomas J Harper in the manner
provided by law against absconding
defendants - that the said Harper &
Wm H Pumphrey and all persons proper
may be made defendant to this bill &
be compelled upon their oaths to answer
the same fully and conformably to that
Com. may substitute some fit and proper
person as trustee in place of the said
Thomas J Harper, and direct a sale of
the slaves, payment of the annuity due
to her, and cause the balance of the
proceeds of the slaves to be received
or to secure the same, and that you
will make any other order in the
premises for her relief that may
seem consistent with equity &
true to her relief - & she prays for
Courtesy writ &c as in duty bound &c.

A. Atkinson p.q

Virginia - Isle of Wight County Ct.
This day came before the undersigned a
Justice for said County, the Defendant
in the above named oath that he is
informed and believes it to be true
that Thomas J Harper a defendant in this
suit in Bill is not a resident of this
State - given under my hand this
this 24th day of December 1863
Ja. H. Jordan (JP)

that if the said Pendin shall & pay to said Harper $250 annually on the days & times aforesaid, & in that event, the said Easterman & wife convey unto the said Pendin the tract of land aforesaid - but if the said Pendin shall fail to pay said money, then the said slave is to be sold & the money applied as directed in said deed, at which sale Pendin may bid, and at the sale apply whatever is coming to him under said original deed herewith filed as an exhibit in this suit marked B, & to be considered part of this bill - the said deed was admitted to record in the County of Isle of Wight 16 June 1837 as the law directs - Your orator further states that she has in all respects complied with the agreement on her part and that Polly Jennings, the said John Pendin sold a valuable tract of land and several lots of land in Smithfield and County of Isle of Wight to Wm Jordan and upon his request, she readily relinquished & according to law - claims in the right of said Pendin except under said deed - The said Pendin paid the annuity up to February 1862 in specie - but when the last annuity fell due, the said Pendin has refused & still refuses when to pay the same to the said Harper or any person for him.

The said Pendin the husband is now in possession of property that is exempt from seizure & sale under execution & that by the laws of Virginia cannot be sold or levied on to satisfy any debt or demand against him - that the said Pendin might be able one of the negroes sue is ordered to raise money to pay the annuity, the according to the said slave about the month of Feb 1860, and the money by order of the said Pendin has been applied to pay the annuity and it falls due up to the 3d Monday in February 1862 & is unpaid so that there are nine hundred dollars became by said last deed to wit, Henry, Jenny, Sam and Caroline, the last 3 being likely negroes now, Henry is supposed to be worth that & Caroline - Your orator through her counsel has applied to said Pendin for the arrears due in February last, and has received for reply that he was unable to pay except by sale of the slaves - The said Thomas J Harper is a resident of the state of Mississippi, and there is no person within the state of Virginia who is authorized to sell the said slaves in order to pay the rent, & your orator & cestui que trust entirely without remedy except in this Court, and entitled by the statute of the ordinary means of subpoena, readily & speedily from the defendant, when in point of fact she is wealthy when she is entitled with the said John Pendin - In tender consideration whereof, and for so much as this is without remedy in the premises except in this Court, she prays that

and support of her the said Sarah Pendis
the negr of the said John H Pendid,
the sum of $250 to be paid by
him to the said Kaufman annually, on
the third monday of February in each
and every year, so long as the said Sarah
should live - and by the said deed it is
provided that in case the said John H
Pendis should fail to pay said sum of
$250, on the said third monday in
February of any one year, then & in that
case the said Thos J Kaufman should
take possession and sell all or as many
of the said slaves for cash after a previ-
-ous advertisement as should be suffi-
-cient to pay and discharge said money
in the proviso recited in the aforesaid
act until the said deed, and in the mean
time the said slaves were to remain
in the possession of the said Pendid;
by the said deed it was agreed among
other things that she the said Sarah
should be heard if any claim to slaves
or other property of said John H Pendis
should be made, & be made fully and at
large appear by reference to the said
agreement here with filed marked
A and is to be taken as part of this bill -
the said agreement was proved and
recorded in the Court of pleas and
Common Pleas of Hartford County in
North Carolina, and also in the office
of the Clerk of the County Court of Bertie
County according to law. —

Your orator further complaining that sometime
thereafter, the said John H Pendis, with-
-out the consent or knowledge of the
said Thos J Kaufman — or of your orator,
sold to a negro speculator, two of
the slaves sold as aforesaid conveyed to
said Kaufman, to wit, William and
Clayton who were young & valuable
men, and they have been carried out
of the Commonwealth of Virginia &
without the knowledge of the said Thomas
to some place unknown to your
complainant - except the sale of the said
slaves, and upon complaint being
made to said John H Pendis, he and
such steps were being taken to recover
the said slaves by the said Kaufman, he
the said Pendis made another deed
dated the 10th of June 1837, whereby
in consideration of the covenants,
promises, agreements and conditions
in the aforesaid and made on the 20th
of February 1833, and of his having
sold and conveyed to his own use
and in direct violation of the
agreement of February 1833, he conveyed
to the said Thomas J Kaufman one negro
slave and Daniel, the latter a mulatto man
young men slaves, and coming by him
by the marriage with said Sarah,
which said slaves were to stand the in
all respects in the same condition as the
slaves first and therein sold by him,
which slaves were young and valuable,
& were provided by the last recited deed

To the Judge of the Circuit Superior Court of Law and Chancery for the County of Bladen Eight sitting in Chancery - Humbly complaining shew to this Court your Complainant Sarah Peedin whereas, by her next friend John Waddell - that on the 20th of February A.D. 1833, in order to secure the immediate happiness and peace of mind, an agreement in writing was made and entered into, and executed by and between the said Sarah Peedin of the one part and Thomas J. Harper of the County of Bladen aforesaid of the other part, by the said Peedin and on the part of the said Harper, then of Cumberland Co. in the State of North Carolina, whereby the said John & Peedin granted, bargained, sold and conveyed to the said Thomas J. Harper the trustee and next friend of your orator, two negro slaves Pompey and Seyand and also a carriage and harness for the sole use and benefit of the said Sarah to be held by the said trustee according to the true intent and meaning of the said agreement - And the said John & Peedin by the said deed, for the consideration granted, bargained, sold and conveyed to the said Harper trustee for the benefit of the said Sarah Peedin negro slave Dennis, Nancy, Peter, Dempsie Williams in order to secure the payment by him to the said Harper $250 and costs, for the use, benefit and separate maintenance

Public
as
Public
Business

duct of North Carolina and this contract was then and there entered, and if the same be ~~void~~ illegal it may be pleaded as well by the said Harper as any other person to be appointed by the court your respondent submits to the court whether he is bound to pay the said amount of $200 - He has paid the same as long as he felt able to do so, but prays the direction of this Honble Court in the premises & believes the said contract to be conveyed void and his said amount has been heretofore ~~void~~ by consent of parties - and the process applies to the amount your respondent submits to the court whether the said contract be binding on him, and whether his estate will be liable for protection from a claim for dower in the part of the said land in the event of her surviving him. If the said Harper be so far removed as to be unable to execute the deed he will not be responsible to your respondent & that

should a claim for dower be set up, and your respondent asks that additional and ample security be given to indemnify him before he is required to make any further payment, when he is left almost without the means of support and having thus answered he prays leave to be dismissed with his costs & to sine this behalf &c

Signed
J H Purdie

Mississippi County to wit
This day John H Purdie personally appeared before me a justice of the peace in said county and made oath to the truth of the foregoing answer. Given under my hand this 31st day of August 1843

J W Jordan J P

The answer of John A Purdie to a bill exhibited against him in the circuit superior court of Chesapeake county by Sarah Purdie praying by her next friend John Maddell

This respondent saving and reserving to himself all advantage of exception to the many errors and insufficiencies of the said bill for the matter therein stated and contained in manner and form &c for answer thereto answers and says that it is true he signed the certain agreement mentioned which purports to convey to Thos J Harper as trustee for the said Sarah Purdie five negroes to secure the payment of $210 annually to the said Sarah Purdie for life The said Thos J Harper as your respondent is informed has moved to one of the western states, but he can assign no reason why any new trustee should be appointed unless it be made to appear that he has refused to discharge his duty as trustee between the parties. At the time the said agreement was made the said Harper was a resi

"This subpoena is intended to restrain the said John H. Purdie and all others from conveying away, secreting, or in any way disposing of Slaves, Sam, Danice, Henry, & Dennis, conveyed to Thos. J. Harper in a trust deed."

"Atkinson S.C."

Sarah Purdie by her next friend
vs
John H. Purdie & al

To Lady Rules
1843

Atkinson S.C.

Executed June 26th 1843. Pr. Benja. Parham D.M.
Sampson Co. Sheriff

Appd. Thos. Duff
Dep. Sher.

J. W. Murdaugh, printer, Portsmouth, Va,

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Isle of Wight *County*, Greeting:

WE COMMAND YOU TO SUMMON John A. Purdie and Thomas J Harper

to appear before the Judge of the Circuit superior Court of Law and Chancery for the County of Isle of Wight, at the Court House of said county, on the first Monday in July —— next, being rule day, to answer a bill in Chancery in the said Court exhibited against them by Sarah Purdie who sues by her next friend John Waddell

and if they shall fail to answer the Bill within two months thereafter, the Court will take the said Bill for confessed, and proceed to decree the matter thereof accordingly. And have then there this Writ.—*Witness* Nathaniel P. Young, *Clerk of our said Court, at the Court House,* this 21st day of June 1843, in the 67th year of the Commonwealth.

N. P. Young Cl.

Pendu
par Zadkine
Pendu

At rules held for the Circuit Superior Court of Law & Chancery for the County of Elizabeth City, the 3d of July 1843 —

Sally Pendin who sues by John Wadell her next friend ——— compt.

vs. In Ch —

John B Pendin and Thomas J Harper defts.

The defendant Thomas J Harper ———

not having entered his appearance and given security according to the Act of Assembly and the rules of this Court and it appearing by satisfactory evidence that he is not an inhabitant of this County it is ordered, that the said defendant do appear here on the first day of the next term of the Circuit Superior Court of Law and Ch for this County and answer the bill of the plaintiff; and that a copy of this order be forthwith inserted in "The Chronicle and old Dominion" a newspaper published in the town of Portsmouth — for two months successively and posted at the front door of the Court house of this County. ———

a copy, Teste,

N P Young clk

ordered and decreed that unless the
aft. John H Saunders within 20 days
from this day, pay to John Madden
who is hereby appointed a Commis-
sioner Saunders in lieu of
Wd. J Kaufman in the several and
respective by John H Saunders for the
benefit, one on the day of
and the other on the
day of and to secure
the annuity to be paid for the term
of

And ordered that

Sarah Pendleton who sues by Wm Waddle her next friend —

John H Pendleton & Thos J Harper

The defendant Thos J Harper who is out of this County and against whom the complainant seeks to have process issued in the nature prescribed by law against absent defendants, fails to appear and answer, on the motion of the Complt, by his counsel, the Ct doth take the Bill for confessed as to that defendant — and the process hereto executed on the defendant John H Pendleton, and the Bill filed more than 2 months, and he fails to appear & file his answer on motion of the Complt: the Bill is taken for confessed as to him and the cause comes on to be heard on the Bill and exhibits filed and proven by Complt, & on consideration whereof, the Court doth adj[illegible]

Pleadings

Replication

Pleadings

In the Suit

Sarah pending by next Jan'y. I hope and
this suit is brought to an amicable settlement
of a just mutual settlement. I - the Lucy Ann
has left Va. and gone to some place
unknown to the U.S. I can't learn
to ask the Secretary of the Navy
to pay her account, agreeably to the con-
tract - the reason of that the Contractor
appointed some other boy to do it
the property to be sold, her account
of sale sent to the Secr'y, and the money
remaining to be accounted for safely as the
slaves not sold if indeed they are
not all to be sold, to be paid into the
hands of some person in the city Kentucky.

A. Allen

M. 9

Pendu

Errata

Pendi

By Hon

atte. to

the Judge

Sarah Pennington & John K Pennington
some years ago, the afsent. this action
left. refused, and he made a deed
in trust to Dr. Harper then of North
Carolina, whereby he conveyed a
parcel of slaves in trust, to secure
to be paid to him an annuity of
$250.- sometime afterwards, Dr. P.
without the consent of the trustee
sold Pennington sold to speculators two
valuable men of those conveyed;
upon a this being made, he made an
additional deed, conveying 2 other
men in lieu of those sold and
Dr. Harper has come to desire it
and Dr. P. fails & refuses now to
pay the annuity - notwithstanding
she has recently released her right
of dower to his real estate, & this bill
seeks the appointment of a trustee
to sell the property to pay arrearages
due and asks the Court to provide
that the remainder may be lent
out, to pay the annuity - She is
in a destitute condition —

A. Atkinson p.q

Stanfield

v.

John H. Prince

Vs. at Law

Statement

Supt. of Sch. of

Wm.

Memo of

the case

Thomas J Hayes Ethan A Sunderlin
action - damages $3000 - Sunderlin
"an action of action to recover of
the defts. the Plaintiff says, Tomlinson
Hurley of the value of $700, Stevens
of the value of $700, Daniel of
the value of $700, Isaac of
the value of $700 & Deacon of
the value of $3000 - Ld. mem.
& order susp. A. to Nov. July
1863 -
on the deed of trust from Dr. P.
to N. P Young to Hyman in
1863, I think - that deed speaks
of this conveyance to Hayes in
this pending, & states the reasons, &
also conveys to Hyman old
Daniel, that is entitled from
Dave to be in the deed of trust
to Hayes last mare - The origi-
-nal trust deeds are filed in the
Ct. Suppl. Ch of Sunderlin v Sunderlin
(in Fitch -

Isle of Wight County to wit.

Memorandum that upon the 24
day of October 1843 William H Jordan —— of
the county of Isle of wight personally appeard before me
A A Whitehead D for Benjamin Drew Supp of the said county
and under took for John H Purdie at the suit of Thos.
- mas I Harper in an action of Detinue for the following
Slaves to wit, Henry of the Value of seven hundred
dollars, Ned of the value of seven hundred dollars,
Daniel of the value of seven hundred dollars, Sam
of the value of seven hundred dollars, and Dennis of
the value of six hundred dollars, now depending in
the Circuit superior Court of Law and Chancery for the
County of Isle of wight, that in case the said John
H Purdie shall be cast in the said suit, he the
said John H Purdie will satisfy the condemnation
of the court either by restooring to the said Thomas
I Harper the property which he may recover in the
said suit, and paying to him all costs and
damages which he may recover therein, or by
paying to the plaintiff the alternative value of
such property with the costs and damages afore-
said, or will render his body to prison in execu
- tion for the same or that the said William
H Jordan will do it for him Given under my
hand this 24th day of October 1843

A A Whitehead D for Benj: Drew Supp

I William H Jordan have acknowledged the
above recognisance of bail and in testimony thereof
have hereunto affixed my hand & seal this 24
day of October 1843
In presence of
A A Whitehead D

W H Jordan (Seal)

Isle of Wight County Clerk's Office, June 18th 1834.
The acknowledgement of the foregoing deed from
Pendii to Kaiser for Pendii was certified by
two justices according to law and admitted
to record.

Teste Nath.l Young cc

Pendii
to
Kaiser

June 16th 1834 Deed

Certificate of acknowledgment to deed
State N. York } ss.
Ontario Co. }

I Nicholas Bowne a Master in Chancery and
one of the Judges of the Court of Common Pleas
in and for the County of Ontario aforesaid
do hereby certify that Peter Pendii the grantor
in the annexed deed personally appeared before me
in my office in the City of Canandaigua in the
County of Ontario aforesaid and acknowledged
the said deed to be his act and deed.

Witness my hand and seal of office this
11th day of June 1834.

Nicholas Bowne [seal]

Recorded
N.P. Young dc.
Sept 11. 1834

hands and seals this 10th day of
June One thousand eight hundred
and thirty seven —

J W Purdie (Seal)

(Seal)

(Seal)

County of Isle of Wight to wit, The Matron &
Jordan Thomas C Jordan, justices of the peace in the
County of Isle of Wight aforesaid, in the State
of Virginia, do hereby certify that John W
Purdie a party to a deed bearing date the 10
of June 1837, and hereto annexed, personally
appeared before us, in our County aforesaid,
and acknowledged the same to be his act
and deed; and desired us to certify the
said acknowledgment to the Clerk of the
County Court of Isle of Wight, in order that
the said deed may be recorded. Given
under our hands and seals this 15 day
of June 1837. —

W. T. Jordan J.P. (Seal)

T. C. Jordan J.P. (Seal)

in that case, this instrument of writing relates to the conveyance of the said negroes, is to be carried into effect, by the said Thomas Hankins, or his lawful attorney or some person acting under him, taking possession of the said slaves, and selling them at such or so many of the said slaves, for Cash, after ten days notice at the door of the Court House of the County of Isle of Wight to the highest bidder, as will be sufficient to pay and discharge the said annuity and if more property should be raised than sufficient, then the trustee or his agent shall deposit the same in the Bank of Virginia at Norfolk. and it is hereby agreed that the said slaves shall remain in the possession of the said John K Pendleton until default shall be made to pay any part of the said annuity, and upon such default to pay or any part of the said annuity according to the terms of this deed. And it is agreed upon the further condition, that it shall be lawful and consistent with, part of the agreement and aforesaid upon to and made between the said Thomas Hankins, Sarah Prentis & the said John K Pendleton, and that this conveyance is to be of no effect if any claim or demand on the part of the said Hankins as trustee for the benefit of said Prentis, shall be barred after set up against the said John K Pendleton or any person or persons claiming by, from or under him, to the two slaves to wit, William & Clayton who have been sold by the said John K Pendleton pursuant and by the state of Virginia but as the said Sam and Daniel who are conveyed by this deed, are subsisted in all respect for those as aforesaid sold. the said Hankins as trustee for the said Sarah Prentis, is to dismiss all proceedings which have been commenced by him or in his behalf against the person or persons who have title or possession or who claim title to them under a sale made by the said Pendleton

and the said Hankins may and upon receipt of the same is in all respects to be and remain good between the parties except that Mr. Hankins shall be released from the covenant and confidence that if the said John K Pendleton shall in all respects fulfil his covenant herein, that the said Sam and Daniel, if the survivor the said John K Pendleton will not enhance any debts or anything in law or Equity of the estate which may be left by the said John K Pendleton. And it is hereby agreed and understood that the contract before herein recited is to be made, taken and considered as part of this agreement and the said slaves Sam, & Daniel are substituted for and to be taken & to be in all respects and conditions bound to the said Hankins trustee for the said Sarah Prentis, previously as the slaves William and Clayton were bound and bought in the same herein before first recited. In testimony of which the parties have hereto set their

to secure the payment of the said sum of two hundred and fifty dollars to the said Harper annually so long as the said Sarah Pendis shall live - to be paid by the said Pendis - And also the said John H Pendis contrary to the true meaning and condition of the aforesaid deed of trust, without the consent of the said Thomas J Harper or the said Sarah Pendis) has sold and conveyed to his son-in-law two of the aforesaid slaves to wit, Williams and Stapleton; and whereas the said John H Pendis doth refuse to do perfect justice in the matter aforesaid, and to secure the payment of the said annuity as fully and as effectually as it was secured by the said Mr. Austin was so and it is duly intended to convey to the said Thomas J Harper his executors, administrators & assigns, two other slaves to wit, Sam & Daniel to be substituted and put in the place of the said Mr. Austin, so as aforesaid by the said H Pendis, now therefore this indenture made and entered into this 10th day of June ——— one thousand, eight hundred and thirty seven, between the said John H Pendis of Smithfield and County of the State of Virginia, of the one part, the said Thomas J Harper of the second part, and the said Sarah Pendis of the third part - witnesseth, that the said John H Pendis, in consideration of the premises aforesaid, and of the sum of five dollars to him in hand paid by the said Thomas J Harper before the sealing and delivery of this deed (the receipt whereof is hereby acknowledged) doth hereby grant, bargain, sell and convey, and by these presents doth grant, bargain, sell and convey unto the said Thomas J Harper

a negro Sam (a young man) & Daniel to him and his executors or administrators to have and to hold the said slaves absolutely - And the said John H Pendis for himself, his heirs, executors and administrators covenants with the said Harper, that he the said John H Pendis is the owner of the said slaves - that they are free from incumbrance and that he will warrant and defend the title to the said Harper, his executors administrators and assigns - provided always nevertheless that whereas by the terms of the settlement for made and recited or alluded to in this deed, which settlement is registered in Bedford County &c., the said John H Pendis is to pay for the use and benefit of the said Sarah Pendis, two hundred and fifty dollars annually so long as she shall live in case the said John H Pendis shall and truly pay or cause to be paid to the said Thomas J Harper his executors, administrators, or his legally authorized attorney or to some person acting under the said attorney, the sum of two hundred and fifty dollars annually so long as the said Sarah Pendis shall live, to be paid on the third monday in February in each and every year, for and during the period aforesaid, then and in that case, so far as the conveyance of said last mentioned slaves, to wit, Sam & Daniel to cease to be of any further effect - but in the event that the said John H Pendis shall fail to pay the said annuity two hundred and fifty dollars on the said third monday of February in each year and of any one year, commencing the next payment on the third monday of February next after the execution of this deed, then

Whereas a certain agreement was made and
entered into by and between John Rippon and
Purdie of Smithfield Virginia of the one part,
Thomas J Harper then of Mecklenburg in the
State of North Carolina of the second part,
and Sarah Purdie wife of the said John R.
Purdie of the third part - which indenture
was made and entered into between them
on the 26th of July 1833, which was exhibited
at August term 1833 for probate at a Court of
Pleas and Quarter Sessions of the County of
Bedford and State of North Carolina, and
the execution of the same as to John R Purdie
and Thomas J Harper was proved in the
said Court by James S Jones a subscribing
witness thereto, and ordered to be registered -
the same was accordingly registered in the
Register office of Bedford County - and which
said agreement was recorded in the County
Court of Feb^y Night - and whereas by the said
agreement, among other things, it was pro-
vided that the said John R Purdie should
and would pay for the use and benefit
of the said Sarah Purdie, two hundred &
fifty dollars annually & every year during
said Sarah Purdie's life to the said
Thomas on the first Monday in February in each &
every year, for and during the life of the
said Sarah Purdie - and whereas by the said
agreement, the said John R Purdie did
convey to the said Harper the following
slaves that is to say, Benjamin, Dennis, Easter
and William - for the said Harper to have
and to hold the said Benjamin, Dennis,
Easter and William to the said Thomas J
Harper his executors and administrators, but the
said conveyance of the aforesaid slaves, was,

In 1840 - Dr. Pendin sold a negro woman
named Ann Pendin to the Company
of A. C for $750 - to be pd. ½ down to the
P. of the Co. in 1841 & 1842 to him if
living - they the annuity is vested to the
pd. up to 22 July 1842 - a. a
Papers in case sd. Ann to
the Probate —

Joshua H Pendin
to
Thos J Warfield

Filed Oct. 1850. Certificate
from Lunenburg Clerk
Hartford County Ct. &
relating to the record of
deeds in Howard
Co.

Recorded

Fee for Recording
$1.50 paid

Dr. Pendin paid one hundred fifty dollars
the 5 March 1846, which was pd. on legacy -
a. allison

Dr. Pendin paid $285 annuity to
3d monday July 1837. on legacy
vested Aug 17. 1838 - Pd. two hundred a. a
and fifty for this day - a. a
April 1839. Pd. the sum of two hundred & fifty & sixty
annuity to 3 monday July 1839. a. a
and sent to the Pendin

interchangeably signed & sealed this
~~the~~ instrument ~~The day & date above written~~ 26th February 1833.

Witness
Jas. Sims as to P. & H. John A Pundie (Seal) ~~Signed~~

Witness Pundie's mark Thos J Harper (Seal)

Sally Pundie (Seal).

State of North Carolina } Court of Pleas & Quarter Sessions
Hertford County } August Term 1833

This Agreement or Contract was exhibited in open Court for probate, the Execution of the same as to John A Pundie & Thomas J Harper was proved by the oath of James Sims a Subscribing Witness thereto & ordered to be Registered Test J M Compton Clk

Registered in the Register's office of Halifax County Page 198 Test J R Flannigan R R

And for & in consideration of the premises the
said Thomas I Harper on his part doth covenant
& agree to & with the said John H Purdie &
the said Thomas doth for himself &
his heirs executors & administrators agree
to & with said John that the said John shall
not be subjected to the payment of any debt
or debts that may hereafter be con
tracted by said Sarah. and further
that the bill of partition or other now
pending in the Superior Court
at the instance of said Sarah.
against said John for alimony & Divorce
be dismissed at the next term of
said Court & that no other bill
for a like or similar purpose
shall ever hereafter be filed
in any Court in North Carolina
or Virginia or any other state
by said Sarah against said
John; & further that said John shall
in the mean time be indemnified from
all or any damage or liability he may
incur for removing the slaves &
other personal property (acquired
by the marriage between said John
& Sarah) from this state to Virginia.
and further the said Thomas I Harper
doth bind himself his heirs executors and
administrators in the said penalty of
$500. that in the event said Sarah
shall survive said John, that she
shall not in any manner what
ever either at Law or in Equity set
up any claim to Dower or other property in any lands
which may belong to said John
at his death or which might
have belonged to him at any
time during his marriage with
said Sarah & to which by law
the right or may be entitled
to Dower. It is further agreed between
the said John & Thomas that in the event
that the slaves acquired from Sarah
by marriage with said John shall
unexpectedly be cut off by any pestilence
or other unexpected calamity in that
case the sum of $250 secured to Mrs Purdie is to
be reduced in the ratio that the value
of the slaves is reduced by such calam
ity & in the ratio that $250 bears to the
value of all the slaves acquired
by said John H Purdie by his
intermarriage with Sarah Archer
dec. In testimony whereof all the
above named parties have

slaves (for himself his heirs executors & administrators) to the said Harper his executors administrators & assigns. It is understood that said Harper holds said slaves in trust for the use & benefit of Mrs Purdie in the same manner as though she were sole during the joint lives of said John & Sarah & upon the event of the said Johns death, leaving said Sarah the said Trustee is to forthwith convey said property absolutely to said Sarah, and in the event of said Sarah having died John the trustee is to convey said property & deliver it to such person or persons as the said Sarah shall by deed or will appoint, & in case no such disposition by deed or will be made by said Sarah as above the Trustee is to pay & deliver said property to the next of kin of Mrs. Purdie excluding said Purdie from being so considered as in any wise entitled. And the said Purdie covenants & agrees said Sarah may make & execute such deed or will in the same manner as though she were discovert so far as by law he can do so. And this Indenture further witnesseth that the said John H Purdie for the purposes aforesaid & the consideration aforesaid doth hereby sell & deliver unto the said Thomas I Harper negros Henry, Ned, Dennis, Austin & William to hold said slaves to the said Thomas I Harper his executors & administrators absolutely: And the said John doth for himself his heirs executors & administrators warrant & defend a good right & title in said slaves to the said Thomas his executors & administrators absolutely. Provided always nevertheless that whereas by the terms of this settlement the said John H Purdie is to pay for the use & benefit of said Sarah Two hundred & fifty dollars annually so long as the said Sarah shall live, now in case the said John H Purdie shall well & truly pay or cause to be paid to the said Thomas I Harper his executors or administrators the sum of Two hundred & fifty dollars annually so long as said Sarah Purdie shall live to be paid on the third monday of February in each & every year & during the period aforesaid then & in that case this instrument so far as the conveyance of said last mentioned slaves Henry, Ned, Dennis, Austin & William is to cease & be of any further effect, but in the event that the said John shall fail to pay said sum of $250 on the said third monday of February in any of any one year then & in that case the said Thomas Harper is to take possession & sell all or as many of said slaves for cash after a proper advertisement as shall be sufficient to pay & procure said money for the purpose & in the manner aforesaid. It is agreed that said last mentioned slaves shall remain in the possession of said Purdie in the mean time.

This Indenture made & entered into by and
between John Lyndman Purdie of Smith
field Virginia of the one part, Thomas
J Harper of Murfreesboro' N. C of the second
part & Sarah Purdie (the wife of Jno. L Pur
die) of the last part Witnesseth that
whereas it is deemed most conducive to the
happiness of said Purdie & wife that
they should live separate & apart from
each other in consequence of some family
disagreement & for the purpose of securing
to the use of said Sarah Purdie a comfor
table support & livelyhood & of settling and
putting an end to altercation & controversy
& restoring peace & harmony between the
said Purdie & wife, Now therefore this
Indenture witnesseth that for the fore
going reasons & purposes & for & in
consideration of Ten dollars in Hand
paid by Thomas J Harper to John
L Purdie the receipt whereof is
hereby acknowledged the said John L
Purdie doth hereby sell & deliver unto the
said Harper the Trustee Brockenin
ton of Sarah Purdie Negro Lucy
Ann & Susan & also a carriage & horses (which
last are in Mrs Purdies possession) to have
& to hold said slaves & carriage & horses
to the said Harper his executors administrators
& assigns forever. And the said Purdie doth
warrant & defend a good right & title in said

Pandit

Pandit

IN CHANCERY.—At Rules held for the Circuit Court of Law and Chancery for the County of Isle of Wight, the 3d of July, 1843:

Sally Purdie who sues for John Waddle her next friend complainant.

John H. Purdie and Thomas I. Harper defendants:

The defendant, Thomas I. Harper, not having entered his appearance and given security according to the Act of Assembly and the rules of this Court, and it appearing by satisfactory evidence that he is not an inhabitant of this County, it is ordered that the said defendant do appear here on the first day of the next term of the Circuit Superior Court of law and Chancery, for this County, and answer the bill of the Plaintiff, and that a Copy of this order be forthwith inserted in the Chronicle & Old Dominion, a newspaper published in the town of Portsmouth, for two months successively, and posted at the front door of the Court House of this County.

NATHANIEL P. YOUNG, Clerk.

July 10 2m

Portsmouth, Oct. 5. 1843

I hereby testify the above Order of Court has been duly published in the Chronicle and Old Dominion for two months successively, from the 10th day of July, 1843, according to law

A. F. Cunningham

~~Sworn to before me this 4th day of October, 1843.~~

Norfolk County to wit

Personally appeared before me, A. F. Cunningham who affirmed that the above statement is correct

Oct 5 1843

W. Allen J.P.

Portsmouth, Oct. 5, 1843.—Received of James Murdaugh, Esq. For A. Atkinson, Five Dollars in full for expense of Advertising Orders of Court in the case of Purdie vs. Purdie

A. F. Cunningham